



**BOARD OF DIRECTORS
MEETING
February 5, 2025**

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

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

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

**Santa Rosa Junior College Campus
Doyle Library, Room 141
1501 Mendocino Ave.
Santa Rosa, CA, 95401**

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

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

**Intellectual Property Law Group, LLC Office
1871 The Alameda Suite 250
San Jose, CA 95126**

THE FOLLOWING STREAMING OPTIONS WILL ALSO BE PROVIDED

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

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

Members of the public may participate remotely via Zoom at <https://bayareametro.zoom.us/j/84751049105>, or may join Zoom by phone by dialing (669) 900-6833 or (408) 638-0968. The Webinar ID for this meeting is: 847 5104 9105

Public Comment on Agenda Items: The public may comment on each item on the agenda as the item is taken up. Members of the public who wish to speak on a matter on the agenda will have two minutes each to address the Board on that agenda item, unless a different time limit is established by the Chair. No speaker who has already spoken on an item will be entitled to speak to that item again.

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

BOARD OF DIRECTORS MEETING AGENDA

WEDNESDAY, FEBRUARY 5, 2025

10:00 AM

Chairperson, Davina Hurt

1. Call to Order - Roll Call

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

2. Pledge of Allegiance

3. Special Orders of the Day

A. Recognition of Outgoing Board of Directors Chair Davina Hurt

CONSENT CALENDAR (Items 4 - 15)

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

4. Approval of the Draft Minutes of the Board of Directors Meeting of December 4, 2024

The Board will consider approving the Draft Minutes of the Board of Directors meeting of December 4, 2024.

5. Approval of the Draft Minutes of the Board of Directors Special Meeting of December 11, 2024

The Board will consider approving the Draft Minutes of the Board of Directors Special Meeting of December 11, 2024.

6. Board Communications Received from December 12, 2024, through February 4, 2025

A copy of communications directed to the Board of Directors received by the Air District from December 12, 2024, through February 4, 2025, if any, will be distributed to the Board Members by way of email.

7. Personnel Out-of-State Business Travel Report for November and December 2024

In accordance with Section 1.1.3 of the Air District's Employee Travel and Business Expense Policy, the Board of Directors will be notified of Air District personnel who have traveled on out-of-state business.

8. Notices of Violations Issued and Settlements in Excess of \$10,000 in the Months of November and December 2024

In accordance with Resolution No. 2012-08 the Board of Directors will receive a list of all Notices of Violations issued, and all settlements for amounts in excess of \$10,000, during the months of November and December 2024.

9. Authorization to Accept Grant Program Revenues from the United States Environmental Protection Agency for Air Monitoring Instrumentation and to Procure Equipment Using Those Funds

The Board of Directors will consider adopting a resolution to authorize the Executive Officer/APCO to accept, obligate, and expend \$966,408 in funding from the United States Environmental Protection Agency for mobile and portable air monitoring, and to execute purchases using these funds for mobile and portable monitoring equipment and associated consumables.

10. Authorization to Amend the Master Services Agreement with Communities for a Better Environment to Continue Support for the Development of a Community Emissions Reduction Plan for East Oakland

The Board of Directors will consider authorizing the Executive Officer/APCO to amend the Master Services Agreement with Communities for a Better Environment increasing the maximum dollar amount of the contract by \$204,461 from \$470,000 to \$674,461. The amendment will also extend the term of the the agreement by 14 months from March 31, 2025, to May 30, 2026, to support the development of a Community Emissions Reduction Plan for East Oakland.

11. Authorization to Execute a Grant Agreement with the West Oakland Environmental Indicators Project to Continue the Implementation of the Community Emissions Reduction Plan (CERP) for West Oakland

The Board of Directors will consider authorizing the Executive Officer/APCO to execute the Air District's Grant Agreement with the West Oakland Environmental Indicators Project in the amount of \$612,000. The Grant Agreement will cover a two-year term to provide activities, coordination, project administration, facilitation, stakeholder engagement focused on the implementation of West Oakland Clean Air Plan strategies.

12. Authorization to Execute Software Development and Maintenance Contracts

The Board of Directors will considering authorizing the Executive Officer/APCO to execute contracts for software development and maintenance services with qualified fulfillment partners, ClearSparc, DVBE, and Osyhn, in a total combined amount not to exceed \$4.371 million over an 18-month period beginning February 2025. The Finance and Administration Committee recommended approval of this item at its meeting on December 18, 2024.

13. Report of the Community Equity, Health, and Justice Committee Meeting of December 11, 2024

The Board of Directors will receive a report of the Community Equity, Health, and Justice Committee meeting of December 11, 2024.

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

www.baaqmd.gov/bodagendas

14. Report of the Finance and Administration Committee Special Meeting of December 18, 2024

The Board of Directors will receive a report of the Finance and Administration Committee meeting of December 18, 2024.

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

www.baaqmd.gov/bodagendas

15. Report of the Policy, Grants, and Technology Committee Meeting of December 18, 2024

The Board of Directors will receive a report of the Policy, Grants, and Technology Committee Meeting of December 18, 2024.

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

www.baaqmd.gov/bodagendas

ACTION ITEM(S)

16. 2025 Legislative Platform and Legislative Activities

The Board of Directors will consider adopting a proposed 2025 Legislative Platform and approving proposed legislative activities for the 2025 Legislative Session, as recommended by the Policy, Grants, and Technology Committee. This item will be presented by Alan Abbs, Legislative Officer.

INFORMATIONAL ITEM(S)

17. Community Advisory Council's Environmental Justice: A Call to Action

The Board of Directors will discuss the Community Advisory Council's (CAC) A Call to Action: Charting a New Course Towards Environmental Justice at the Bay Area Air Quality Management District. This informational presentation will cover the work of the CAC's Environmental Justice (EJ) Policy Ad Hoc Committee to create A Call to Action and how this effort developed through the CAC's nine EJ Priorities and collaborative exchanges with the Air District to co-develop a set of strategies and actions in response to EJ community needs. This item will be presented by Vernice Miller-Travis of The Metropolitan Group and Latasha Washington, Co-Chair of the EJ Policy Ad Hoc Committee.

18. Update on United States Environmental Protection Agency's Initial Area Designations for the Federal Annual Fine Particulate Matter Standard

The Board of Directors will consider and discuss the annual PM_{2.5} National Ambient Air Quality Standard, implications of preliminary 2024 fine particulate matter data on the Bay Area's compliance with this new revised standard, and the next steps for the initial area designations. This item will be presented by Michael Flagg, Principal Air Quality Specialist, Meteorology and Measurements Division.

OTHER BUSINESS

19. Public Comment on Non-Agenda Matters

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

20. Board Member Comments

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

21. Report of the Executive Officer/APCO

22. Chairperson's Report

23. Time and Place of Next Meeting

Wednesday, March 5, 2025, at 10:00 a.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Board of Directors members and members of the public will be able to either join in-person or via webcast.

CLOSED SESSION

24. Conference with Legal Counsel re Existing Litigation (Government Code Sections 54956.9(a) and (d)(1))

Pursuant to Government Code Sections 54956.9(a) and (d)(1), the Board of Directors will meet in closed session with legal counsel to discuss the following cases:

The Athletics Investment Group, LLC v. Bay Area Air Quality Management District et al., Alameda County Superior Court Case No. 22CV010930;

Stephen (Rex) Sanders v. Bay Area Air Quality Management District, Northern District of California Case No. 23-cv-04416-RFL;

Terri Levels v. Bay Area Air Quality Management District, Northern District of California Case No. 23-cv-04432-RFL;

Lewis Letang v. Bay Area Air Quality Management District, Northern District of California Case No. 24-cv-01316-RFL;

Rochele Henderson v. Bay Area Air Quality Management District, Northern District of California Case No. 24-cv-01460-RFL;

Veronica Eady v. Bay Area Air Quality Management District, Northern District of California Case No. 24-cv-07000-RFL; and

Vanessa Johnson v. Bay Area Air Quality Management District, Northern District of California Case No. 24-cv-06276-RFL.

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

Pursuant to Government Code Sections 54956.9(a) and (d)(2), the Board of Directors will meet in closed session with legal counsel to discuss significant exposure to litigation: Four cases.

26. Public Employee Evaluation Pursuant to Government Code Section 54957(b)(1)

Title: Executive Officer/APCO

OPEN SESSION

ACTION ITEM(S)

27. Approval of an Amendment to the Employment Agreement for Executive Officer/APCO

The Board of Directors will consider approving an amendment to the Employment Agreement for the Executive Officer/APCO. This item will be presented by Davina Hurt, Board Chairperson.

28. Adjournment

The Board meeting shall be adjourned by the Board Chair.

CONTACT:

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

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

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

Accessibility and Non-Discrimination Policy

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

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

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

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

Questions regarding this Policy should be directed to the Air District's Acting Non-Discrimination Coordinator, Diana Ruiz, at (415) 749-8840 or by email at druiz@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**

FEBRUARY 2025

<u>TYPE OF MEETING</u>	<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>ROOM</u>
Board of Directors Meeting	Wednesday	5	10:00 a.m.	1 st Floor Board Room
Board of Directors Stationary Source Committee	Wednesday	19	10:00 a.m.	1 st Floor Board Room
Board of Directors Community Equity, Health & Justice Committee	Wednesday	19	1:00 p.m.	1 st Floor Board Room
Board of Directors Policy, Grants and Technology Committee	Wednesday	26	10:00 a.m.	1 st Floor, Yerba Buena Room
Board of Directors Finance and Administration Committee	Wednesday	26	1:00 p.m.	1 st Floor, Yerba Buena Room

MARCH 2025

<u>TYPE OF MEETING</u>	<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>ROOM</u>
Board of Directors Meeting	Wednesday	5	10:00 a.m.	1 st Floor Board Room
Board of Directors Stationary Source Committee	Wednesday	12	10:00 a.m.	1 st Floor, Yerba Buena Room
Board of Directors Community Equity, Health & Justice Committee	Wednesday	12	1:00 p.m.	1 st Floor, Yerba Buena Room
Board of Directors Policy, Grants and Technology Committee	Wednesday	19	10:00 a.m.	1 st Floor Board Room
Board of Directors Finance and Administration Committee	Wednesday	19	1:00 p.m.	1 st Floor Board Room

MARCH 2025

<u>TYPE OF MEETING</u>	<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>ROOM</u>
Board of Directors Community Advisory Council Meeting	Thursday	20	6:00 p.m.	Trans Pacific Center California State University East Bay Oakland Professional Development & Conference Center 1000 Broadway, Suite 109 Grand Lake Conference Room Oakland CA 94607

HL 1/23/25 – 3:55 p.m.

G/Board/Executive Office/Moncal

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: February 5, 2025

Re: Approval of the Draft Minutes of the Board of Directors Meeting of December 4,
2024

RECOMMENDED ACTION

Approve the Draft Minutes of the Board of Directors meeting of December 4, 2024.

BACKGROUND

None.

DISCUSSION

Attached for your review and approval are the the Draft Minutes of the Board of Directors meeting of December 4, 2024.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Marcy Hiratzka
Reviewed by: Vanessa Johnson

ATTACHMENT(S):

1. Draft Minutes of the Board of Directors Meeting of December 4, 2024

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

Board of Directors Regular Meeting
Wednesday, December 4, 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

CALL TO ORDER

1. **Opening Comments:** Board of Directors (Board) Chairperson, Davina Hurt, called the meeting to order at 10:06 a.m.

Roll Call:

Present, In-Person (Bay Area Metro Center, 375 Beale Street, 1st Floor Board Room, San Francisco, CA, 94105): Chairperson Davina Hurt; Vice Chair Hopkins; and Directors Margaret Abe-Koga, Ken Carlson, Noelia Corzo, Joelle Gallagher, John Gioia, Juan González III, David Haubert, Tyrone Jue, Sergio Lopez, Katie Rice, Mark Ross, Mark Salinas, Vicki Veenker, Shamann Walton, and Steve Young.

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

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

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

Absent: Directors Brian Barnacle, Gabe Quinto and Nate Miley.

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

Chair Hurt welcomed the following new employees: Wilmer Chiu, Staff Specialist II, in the Administrative Services Division; Rute Bailey, Assistant Staff Specialist I in the Strategic Incentives Division; Matthew Green, Air Quality Engineer I in the Engineering Division; and Kishore Madhipatla, Air Quality Specialist I in the Meteorology & Measurement Division.

Chair Hurt also congratulated Carol Allen, Manager in the Risk Assessment and Reduction Section in Engineering, who will be retiring after 34 years at the Air District; and Dr. Judith Cutino, Health Officer, will be retiring after 37 years of service at the Air District.

NOTED PRESENT: Director Walton was noted present at 10:11 a.m.

4. **RECOGNITION OF OUTGOING BOARD MEMBERS**

- A. Recognition of Director, Katie Rice
- B. Recognition of Director, Mark Ross
- C. Recognition of Director, Erin Hannigan
- D. Recognition of Director, Nate Miley

Chair Hurt read the proclamations for each of the outgoing Board Members and noted their 60 years of combined service and contributions. Each outgoing member was given an opportunity to speak.

Public Comments

None.

Board Comments

Various Board members expressed their gratitude to the outgoing members for their leadership.

Board Action

No action taken.

CONSENT CALENDAR (ITEMS 5 – 20)

- 5. Approval of the Draft Minutes of the Board of Directors Meeting of November 6, 2024
- 6. Board Communications Received from November 6, 2024 through December 3, 2024
- 7. Proposed Board and Committee Meeting Schedule for Calendar Year 2025
[Click here to view approved Board Resolution No. 2024-12](#)
- 8. Publication of 2025 Regulatory Agenda
- 9. Notices of Violations Issued and Settlements in Excess of \$10,000 in the Month of October 2024
- 10. Authorization to Amend the Master Services Agreement with the Bayview Hunters Point Community Advocates for the Bayview Hunters Point/Southeast San Francisco Community Emissions Reduction Plan
- 11. Authorization to Amend the Professional Services Contract with the Marie Harrison Community Foundation for the Marie Harrison Environmental Justice Scholarship
- 12. Grant Awards for Projects Over \$500,000 for Electric Charging Stations for Medium- and Heavy-Duty Vehicles and Equipment
- 13. Authorization to Amend the Professional Services Agreement with Robert Half, Inc. for Temporary Staffing
- 14. Establishment of a New Classification of Civil Rights Officer

15. Authorization to Execute a Contract with Atkinson, Andelson, Loya, Ruud & Romo for HR-Related Outside Counsel Legal Services
16. Report of the Advisory Council Meeting of October 30, 2024
17. Report of the Finance and Administration Committee Special Meeting of November 6, 2024
18. Report of the Stationary Source Committee Meeting of November 13, 2024
19. Report of the Community Equity, Health, and Justice Committee Meeting of November 13, 2024
20. Report of the Community Advisory Council Meeting of November 21, 2024

Public Comments

No requests received.

Board Comments

None.

Board Action

Director González made a motion, seconded by Director Carlson, to **approve** Consent Calendar Items 5-20, inclusive; and the motion **carried** by the following vote of the Board:

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

ACTION ITEMS

21. ELECTION OF NEW VICE-CHAIRPERSON OF THE BOARD OF DIRECTORS

In accordance with the Air District's Administrative Code, the Nominating Committee considered nominations for the Board of Directors Officer position of Vice Chairperson (to replace Vice-Chairperson Hopkins when she accedes to Chairperson upon the departure of outgoing Chairperson Hurt.) Chair Hurt summarized recommendation of the Nominating Committee that was voted on prior to the Board meeting (earlier that morning).

Public Comments

No requests received.

Board Comments

The Board and staff discussed contributing factors considered when selecting a new Board officer, including qualities, skillset, experience and background; the total number of candidates considered by

the Nominating Committee; and appreciation for the Nominating Committee’s thoughtful discussion and consideration.

Board Action

Director Gonzalez made a motion, seconded by Vice Chair Hopkins, to **appoint** Director Vicki Veenker as Board Vice-Chairperson to replace Vice Chairperson Hopkins when Vice Chairperson accedes to Chairperson upon the departure of outgoing Chairperson Hurt; and the motion **carried** by the following vote of the Committee:

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

22. FISCAL YEAR ENDING (FYE) 2025 MID-YEAR STAFFING AND BUDGET ADJUSTMENT

Note: The Finance & Administration Committee recommended approval of this item at its Special Meeting on November 6, 2024. Since the meeting, Air District staff have made minor updates to the item that will be discussed with the Board.

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, gave the staff presentation *Authorization of Fiscal Year Ending (FYE) 2025 Mid-Year Budget and Staffing Adjustments*, including: requested motion; background; Equity and Community Programs: organizational restructure; Community Investments Office – staffing request and fund amounts; Strategic Incentives Division – staffing request; Meteorology & Measurement Division – staffing request; Refinery Community Monitoring; Community Air Monitoring Program; new funding and staffing cost considerations; add and delete positions; and recommendation for motion.

Public Comments

Public comments were given by Sue Bock; LaDonna Williams, All Positives Possible; Kathy Kerridge, Benecia Community Air Monitoring Program.

Board Comments

The Board and staff discussed whether the proposed mid-year staffing adjustment costs are fully burdened; the anticipated recruitment timeline for the requested positions, and whether these requested positions are ongoing ; the creation and anticipated utilization of ‘Schedule X’ and whether it was discussed with the Air District’s Community Advisory Council (CAC); the difference between Limited-Term Contract Employees (LTCE) positions and Full Time Equivalent (FTE) positions; when the Board will be asked to consider increasing staff within the Rules and Strategic Policy Division; and the way

in which penalty funds will be administered as community reinvestment initiatives and distributed to projects in impacted communities, anticipated challenges, and the anticipated timeline/start date.

Board Action

Director Gonzalez made a motion, seconded by Director Young, to **authorize** the following:

1. 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. The use of Schedule X designated reserves to support an enhanced Community Monitoring Program in refinery communities.
3. The addition of three new Full-Time Equivalents and three new Limited-Term Contract Employees 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.
4. Reclassification of vacant positions and transfers to support organizational operations.

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

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

INFORMATIONAL ITEMS

23. STAFF UPDATE: RULE 9-6, ZERO NITROGEN OXIDES (NO_x) RESIDENTIAL WATER HEATERS (OUT OF ORDER ITEM, ITEM 25)

Amy Dao, Senior Environmental Planner, and Jennifer Lam, Assistant Rules and Strategic Policy Manager, gave the staff presentation *Staff Update: Rule 9-6, Zero NO_x Residential Water Heaters*, including: outline; why are building appliance important; residential appliance emissions; significant public health benefits from zero NO_x amendments to Rules 9-4 and 9-6; Rules 9-4 and 9-6 overview; purpose and scope of informational update; Implementation Working Group (IWG); additional engagement 2023 – 2024; topic overview; grid and reliability; market readiness: public drivers, wait times, and sales trends; workforce: benchmarking and surveys; permitting: local building permits; costs: billing impacts; average costs: upfront purchase and installation; challenging installations: cost of edge cases, space constraints, panel upsizing and emerging solutions; emerging solutions: emergency replacements; potential housing impacts: lived experience interviews with Bay Area renters; key finding: cities with the strongest protections have the highest percentage of renters; potential housing impacts: emerging solutions; current implementation readiness; equity concerns: costs and potential housing impacts; and next steps: communications and outreach, and rule development.

Public Comments

Public comments were given by Dr. Bret Andrews, San Francisco Bay Physicians for Social Responsibility; Fernando Gaytan, Earthjustice; Dr. Mary Williams, San Francisco Bay Physicians for Social Responsibility; Jacob Klein, Sierra Club; Dr. Margaret Chen, San Francisco Bay Physicians for Social Responsibility; Lisa Jackson, 350 Contra Costa Action; Dr. Wendy Bernstein, Wellness Equity Alliance; Malen D.; Jen B.; Marti Roach, 350 Contra Costa Action; Joel McKinnon, Citizens Climate Lobby; Francisco Enriquez; Bill Deacon; Jan Warren, Walnut Creek resident; Nerissa de Jusus, 350 Contra Costa Action; Brian Schmidt, Menlo Spark; Michelle Pierce; Tom Graly, Berkeley Electrification Working Group; Sven T.; Melissa Yu, Sierra Club; Angela Evans, Menlo Spark; Leah Catanzarite, RMI (Rocky Mountain Institute); Sam Fishman, San Francisco Bay Area Planning and Urban Research Association (SPUR); Rachel Golden, RMI; John McKenna, 350 Bay Area; Tony Sirna, Evergreen Action; Tim Frank, Construction Trades Workforce Initiative; Lauren Weston, Acterra; Eric Morrill, San Francisco resident; Nicolas Riani, 350 Bay Area; Joni Eisen, San Francisco Climate Emergency Coalition; Paul Wermer, San Francisco Climate Emergency Coalition; Olga Andrews, San Francisco resident; Bruce Hodge, Carbon Free Palo Alto; Michael Arnold, Citizens Climate Lobby; Robert P., Sierra Club; Dashiell Leeds, Sierra Club; Kristel Riestesel, Bay Area Clean Air Coalition; Elaine Lee, Climate Reality Project; Vice Mayor Betsy Nash, Menlo Park City Council; Michael Corbett, Bradford White Corporation; Fiona Hines, California Public Interest Research Group (CALPIRG); David Moller, Marin/Sonoma Building Electrification Squad; Shreyas Sudhakar; Leslie Austin, Community Choice Aggregation Workforce and Environmental Justice Standards Alliance; David Pederson; City Councilmember Jennifer Wise, Menlo Park City Council; Eric Sweet, emeraldECO; Diane Sweet, emeraldECO; Dr. Ann Harvey, Contra Costa Health Services; Dr. Stephen Rosenblum, Climate Acton California; Linh Dan Do, Menlo Park resident; Andrea Gara, 350 Palo Alto; Fred Bialy, Climate Reality Bay Area; Kristel Wickham; Mars Keith, Sierra Club; Tom Kabat, Menlo Park resident; Jared Johnson, Empower Green Voices Consulting; Susan Green, San Francisco Climate Emergency Coalition; Rebecca Franke; Erik Pearson, City of Hayward Environmental Services; Robert Mayo, Mountain View resident; Arun Sharma, CALPIRG; Jed Holtzman, RMI; Karina Takemoto, Tenderloin Neighborhood Development Corporation; Andy McNamara, Carbon Zero Buildings; Brenna Shafizadeh; Alero Moju, County of San Mateo County Sustainability Department; Alex Lantsberg, San Francisco Electrical Construction Industry; Mani Bekele, Silicon Valley Youth Climate Action; Jayden Wan, Silicon Valley Youth Climate Action; Lucinda Young, Albany Climate Action Group; Daphne Zhu, Silicon Valley Youth Climate Action; Debbie Mytels, Palo Alto resident; Lou Flores, 350 Contra Costa Action; and Mary Dateo, Mountain View resident.

Board Comments

The Board and staff discussed water heater ventilation measures that may require additional construction costs; potential risks to 2022 Inflation Reduction Act (IRA) funding, given the incoming Presidential administration; existing long-term funding sources and model permitting ordinances and programs that could help jurisdictions, contractors, and residents (particularly low to moderate income property owners and renters) navigate the electrification process; whether energy bills are anticipated to increase or decrease, once appliances begin to transition in 2027, and modeling conducted for varying rate cases and hypothetical customers to show how energy bills may change over time; whether the Air District anticipates federal pushback on the legal validity of Rules 9-4 and 9-6; the projection of approximately 120,000 Bay Area small water heater annual replacements, with a substantial number of those being in lower-income households; whether rebates will be limited to low-income households

only; concern for grid reliability issues, especially for older homes; whether the Air District has taken into consideration apartment sizes, regarding the size of existing water heaters; how ‘loaner’ replacement programs work; whether the cost of families having to relocate, due to construction, would be subsidized, and whether that would require rental ordinance changes; the level of engagement of Pacific Gas & Electric (PG&E) and the California Public Utilities Commission; whether the Air District plans to monitor and prevent retailers from selling appliances that would not comply with Rules 9-4 and 9-6; whether it would be possible for residents with cost burdens to opt out of complying with Rules 9-4 and 9-6; whether emerging technologies/solutions and market expansions will be ready by January 1, 2027 to help accommodate the transition; whether the Air District has conducted outreach to rental/property owners; concern about the misconceptions about Rules 9-4 and 9-6, and the need to increase the amount of engagement and education for public awareness; whether the Air District has conducted an economic sensitivity analysis; concern about lack of space/venting capacity needed to accommodate new appliances, and whether a standard electric is a suitable substitute; the average size of existing water tanks for a typical single family home, and whether multi-family dwellings are expected to comply as well; when/if the California Air Resources Board plans to implement a similar rule; whether there seems to be any bias on more expensive projects, which might be excluded from data; growing understanding of challenging ‘edge cases’ in the Bay Area, while also acknowledging that the exact extent and parameters for predicting all edge cases and resulting additional costs or timelines are unknown, and whether edge cases exacerbate the delta between the current cost and going Zero NOx; ways in which local jurisdictions, especially and Sonoma and Solano Counties, which are each located within two air districts, can support enforcement of Rules 9-4 and 9-6; the suggestion for conducting a fiscal analysis to determine how long it would take to recoup costs for increased payments; the invitation to tour the Advanced Energy Center (run by Sonoma Clean Power in Santa Rosa), an interactive education experience that brings clean, energy-saving solutions and options directly to customers; and ways in which the Air District can educate increase public awareness on future health costs (more than equipment costs) that may not be known.

At this time, due to the late hour, the Board paused Item 25, to begin Closed Session (Items 23 and 24).

CLOSED SESSION (3:05 p.m.)

**24. CONFERENCE WITH LEGAL COUNSEL RE EXISTING LITIGATION
(GOVERNMENT CODE SECTIONS 54956.9(a) AND (d)(1)) (ITEM 23)**

Pursuant to Government Code Sections 54956.9(a) and (d)(1), the Board of Directors met in Closed Session with Legal Counsel to discuss the following cases:

State of California et al. v. United States Postal Service et al., Northern District of California Case No. 3:22-cv-02583-RFL;

The Athletics Investment Group, LLC v. Bay Area Air Quality Management District et al., Alameda County Superior Court Case No. 22CV010930;

Stephen (Rex) Sanders v. Bay Area Air Quality Management District, Northern District of California Case No. 23-cv-04416-RFL;

Terri Levels v. Bay Area Air Quality Management District, Northern District of California Case No. 23-cv-04432-RFL;

Lewis Letang v. Bay Area Air Quality Management District, Northern District of California Case No. 24-cv-01316-RFL; Rochele Henderson v. Bay Area Air Quality Management District, Northern District of California Case No. 24-cv-01460-RFL;

Veronica Eady v. Bay Area Air Quality Management District, Northern District of California Case No. 24-cv-07000-RFL; and

Vanessa Johnson v. Bay Area Air Quality Management District, Northern District of California Case No. 24-cv-06276-RFL.

Reportable Action: Alexander Crockett, General Counsel, announced that there was nothing to report.
25. **CONFERENCE WITH LEGAL COUNSEL RE ANTICIPATED LITIGATION (GOVERNMENT CODE SECTIONS 54956.9(a) AND (d)(2)) (ITEM 24)**

Pursuant to Government Code Sections 54956.9(a) and (d)(2), the Board of Directors met in Closed Session with Legal Counsel to discuss significant exposure to litigation: Three cases.

Reportable Action: Mr. Crockett announced that there was nothing to report.

OPEN SESSION (3:16 p.m.)

Upon returning to Open Session, Chair Hurt announced that quorum was lost, and the Board meeting was required to adjourn, per the Air District's Administrative Code. The Board had planned to resume its discussion of Item 25 (Staff Update: Rule 9-6, Zero Nitrogen Oxides (No_x) Residential Water Heaters), but as the meeting was forced to adjourn, it was announced that the staff update on Rule 9-6, Zero Nitrogen Oxides (No_x) Residential Water Heaters, would be continued to a Special Board Meeting at a future date in December 2024. Note that public comment had closed for this item at the adjournment of the December 4, 2024 Board of Directors meeting, and the continuation of this item will not include a second public comment opportunity, but the Board's discussion of the item only.

26. **ELECTION AND FEDERAL POLICY IMPACTS**

The Board was unable to hear this item due to a loss of quorum and adjournment of the December 4, 2024 meeting.

OTHER BUSINESS

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

The Board was unable to hear this item due to a loss of quorum and adjournment of the December 4, 2024 meeting.

28. **BOARD MEMBER COMMENTS**

The Board was unable to conduct this item due to a loss of quorum and adjournment of the December 4, 2024 meeting.

29. **REPORT OF THE EXECUTIVE OFFICER/APCO**

The Board was unable to hear this item due to a loss of quorum and end of December 4, 2024 meeting.

30. **CHAIRPERSON'S REPORT**

The Board was unable to hear this item due to a loss of quorum and end of December 4, 2024 meeting.

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

Chair Hurt announced the next meeting will be Wednesday, January 29, 2025, at 10:00 a.m. at Cal Maritime 200 Maritime Academy Drive, Vallejo, CA 94590. The meeting will be in-person for the Board of Directors members and members of the public will be able to either join in-person or via webcast. She added that there would likely be a Special Board meeting in December 2024 to continue hearing items that could not be heard due to the forced adjournment of the December 4, 2024 Board meeting.

After the meeting adjourned, a Special Meeting of the Board of Directors was scheduled for Wednesday, December 11, 2024, at 10:00 a.m. at 375 Beale Street, San Francisco CA 94105 (both in-person or via webcast.)

32. **ADJOURNMENT**

The meeting was adjourned at 3:19 p.m.

Marcy Hiratzka
Clerk of the Boards

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: February 5, 2025

Re: Approval of the Draft Minutes of the Board of Directors Special Meeting of
December 11, 2024

RECOMMENDED ACTION

Approve the Draft Minutes of the Board of Directors Special Meeting of December 11, 2024.

BACKGROUND

None.

DISCUSSION

Attached for your review and approval are the Draft Minutes of the Board of Directors Special meeting of December 11, 2024.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Marcy Hiratzka
Reviewed by: Vanessa Johnson

ATTACHMENT(S):

1. Draft Minutes of the Special Board of Directors Meeting of December 11, 2024

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

Board of Directors Special Meeting
Wednesday, December 11, 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

CALL TO ORDER

1. **Opening Comments:** Board of Directors (Board) Chairperson, Davina Hurt, called the meeting to order at 10:02 a.m.

Roll Call:

Present, In-Person (Bay Area Metro Center, 375 Beale Street, Yerba Buena Room, San Francisco, CA, 94105): Chairperson Davina Hurt; Vice Chair Lynda Hopkins; and Directors Ken Carlson, John Gioia, Tyrone Jue, Mark Ross, Vicki Veenker, and Shamann Walton.

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

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

Present, In-Person (San Mateo County Board of Supervisors Offices, 500 County Center - 5th Floor, Redwood City, CA 94063): Directors Noelia Corzo and Ray Mueller.

Absent: Directors Margaret Abe-Koga, Brian Barnacle, Joelle Gallagher, Juan González III, Erin Hannigan, Otto Lee, Sergio Lopez, Nate Miley, Katie Rice, and Mark Salinas.

2. **PLEDGE OF ALLEGIANCE**

INFORMATIONAL ITEMS

3. STAFF UPDATE: RULE 9-6, ZERO NITROGEN OXIDES (NO_x) RESIDENTIAL WATER HEATERS (CONTINUED ITEM 25 FROM DECEMBER 4, 2024, MEETING)

This item was continued from the December 4, 2024, meeting (Item 25), as a quorum of Board members was lost during the item. At this special meeting on December 11, 2024, the Board of Directors resumed its discussion of this item.

NOTED PRESENT: Director Corzo was noted present at 10:12 a.m.

Public Comments

Please note that public comment had closed for this item at the adjournment of the December 4, 2024, Board of Directors meeting, and the continuation of this item was to complete the Board's discussion of the item only.

Board Comments

The Board and staff discussed the desire for input from the Air District's Community Advisory Council and Assembly Bill (AB) 617 Community Emissions Reduction Plan Community Steering Committee members on this issue of transitioning to compliant appliances; the potential level of confusion and difficulty for those in disenfranchised communities who may not be aware of the upcoming standards and rule implementation, and the need to educate in advance; the suggestion that the Air District partner with jurisdictions, contractors, utility agencies, and community choice aggregation agencies as a collaborative clearinghouse to address questions and educate the public in an understandable way; whether to extend the proposed rule development implementation timeline, to accommodate concerns regarding equity; potential risks to 2022 Inflation Reduction Act (IRA) funding, given the incoming Presidential administration; concerns regarding true market prices of appliances (the belief that data being collected creates a bias that excludes high costs, and needs to be strengthened with true quotes); the desire for full appliance installation cost coverage for those who cannot afford it; lessons learned from former policy changes that discredited misinformation used as scare tactics and/or forced a shift in people's behavior; the success of the City of Palo Alto's Heat Pump Water Heater Program (it was acknowledged that this program is not a one size fits all solution for the entire Bay Area); the suggestion of highlighting residents who have made the switch to compliant appliances so that their neighbors can see how it was done; activities of local community choice aggregation agencies and the need to continue partnerships with the State Legislature; the suggestion of creating a portal for climate and resiliency issues that can be used by residents and contractors; whether limitations on incentives are based on where a person lives or their amount of income; the timeline of the next status update to the Board, and the request for data regarding changes in the market and whether economic impacts are being reduced; optimism regarding emerging technologies/solutions and market expansions in response to this rule, and the suggestion of communicating clear market signals regarding target dates; the hope that zero NO_x appliance standards may lead to other building electrification improvement policies; the suggestion of utilizing model permitting ordinances, especially for smaller jurisdictions; the need for contractor education; the suggestion that the Air District creates a designated ombudsman position to help implement appliance rules; concern for grid reliability issues, especially for older homes; whether home warranty companies are involved; whether incremental costs, regarding the need to upsize tank capacity when transitioning from a gas water heater to an electric heat pump, were considered, and

ways to avoid needing a larger tank after the upgrade; and appreciation for Air District Rule Development staff working on this effort.

Board Action

No action taken.

4. ELECTION AND FEDERAL POLICY IMPACTS

At the November 6, 2024, Board meeting, the Board had requested that this item be agendaized for discussion. Dr. Philip M. Fine, Executive Officer/Air Pollution Control Officer, gave the staff presentation *Election and Federal Policy Impacts*, including outline; Air District’s legal authority; funding impacts; and Air District leadership into the future.

Public Comments

Public comments were given by Jan Warren, Interfaith Climate Action Network of Contra Costa County; Rod Sinks, Cupertino resident; Malina, California State University, East Bay student; and Tony Sirna, Evergreen Action.

Board Comments

The Committee and staff discussed why only \$1.6M of \$15M of federal funds that were allocated to the Air District for charging infrastructure is under contract, and whether contracting for the amount remaining funds requires Board action; whether funding allocated for the Community Benefits Program would be used as reserves if other Air District funds are cut; whether the Air District should advocate for the extension or increase of funding from the Transportation Fund for Clean Air Regional Fund; the need for community support, particularly at this time; and the request for another advocacy trip to Washington D.C. by Air District staff and Board members.

OTHER BUSINESS

5. PUBLIC COMMENT ON NON-AGENDA MATTERS

Public comments were given by Shani, Hayward resident; and Fernando Gaytan, Earthjustice.

6. BOARD MEMBER COMMENTS

None.

7. REPORT OF THE EXECUTIVE OFFICER/APCO

Dr. Fine gave a status update on the US Environmental Protection Agency (EPA) Initial Area Designations for their Revised Annual Particulate Matter (PM)_{2.5} National Ambient Air Quality Standard (NAAQS) standard. States (via the Governor) are required to submit recommendations for the designations for the annual PM_{2.5} standard to EPA one year after the standard is revised. The California Air Resources Board (CARB) is responsible for drafting the state recommendation for California and the Air District expects to review the draft recommendation before submittal to EPA. On December 5,

2024, CARB hosted a public webinar on their recommendations for initial area designations. At this public webinar, the Air District anticipates that CARB will recommend to the EPA about whether each planning area is meeting the new annual PM_{2.5} NAAQS. Based on 2021-2023 data, CARB will recommend nonattainment for the San Francisco Bay Area. Following many discussions with the Air District's Board of Directors, Air District staff are supportive of CARB recommending the San Francisco Bay Area as nonattainment. Moving forward, the CARB Board meeting is scheduled for late January 2025, where it will make its recommendations for initial area designations and then will submit its recommendations to the EPA for its annual PM_{2.5} initial area designations by February 7, 2025. This Board will be updated throughout the annual PM_{2.5} NAAQS designations process.

8. CHAIRPERSON'S REPORT

- The Board's Community Equity, Health, and Justice Committee will meet following the adjournment of this meeting, not earlier than 1:00 p.m.
- Chair Hurt hosted the Air District's 5th and final "Clean Air Talk" of 2024 on December 7, 2024, at noon, at the San Lorenzo Public Library. The first four Clean Air Talks of 2024 were held in San Jose, San Carlos, Vallejo, and East Palo Alto. The conversation focused on community questions and concerns regarding air quality issues and climate change.

9. TIME AND PLACE OF NEXT MEETING

(Annual Board Retreat) Wednesday, January 29, 2025, at 10:00 a.m. at California State University Maritime Academy, Compass Room, 200 Maritime Academy Drive, Vallejo, CA 94590. The meeting will be in-person for the Board of Directors members and members of the public will be able to either join in-person or via webcast.

10. ADJOURNMENT

The meeting was adjourned at 12:06 p.m.

Marcy Hirtzka
Clerk of the Boards

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: February 5, 2025

Re: Board Communications Received from December 12, 2024, through February 4,
2025

RECOMMENDED ACTION

No action requested at this time.

BACKGROUND

None.

DISCUSSION

Copies of communications directed to the Board of Directors received by the Air District from December 12, 2024, through February 4, 2025, if any, will be distributed to the Board Members by way of email.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Marjorie Villanueva
Reviewed by: Vanessa Johnson

ATTACHMENT(S):

None

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: February 5, 2025

Re: Personnel Out-of-State Business Travel Report for November and December 2024

RECOMMENDED ACTION

No action required; informational item only.

BACKGROUND

Section 1.1.3 of the Air District’s Employee Travel and Business Expense Policy (Policy) requires notification to the Board of Directors of Air District personnel who have traveled on out-of-state business. The monthly out-of-state business travel report is presented at the first regular Board meeting following travel completion.

DISCUSSION

In accordance with Section 1.1.3 of the Policy, the Board of Directors is hereby notified of Air District personnel who have traveled on out-of-state business. This report covers out-of-state business travel for the months of November 2024 and December 2024.

The following out-of-state business travel activities occurred in the months of November 2024 and December 2024:

Conference of the Parties to the United Nations Framework Convention on Climate Change (COP29), Baku, Azerbaijan, November 8-21, 2024 attendee:

- Philip M. Fine, Ph.D., Executive Officer/APCO

Dayforce Discover Conference, Las Vegas, NV, November 11-14, 2024 attendees:

- Christopher Lindstrand, Senior Payroll Analyst
- David Minuk, Principal Human Resources Analyst
- Soyeb Palya, Human Resources Analyst II

Air & Waste Management Association's (A&WMA) Environmental Justice: Policy, Practice and Progress Conference, Rosemont, IL, December 3-5, 2024 attendees:

- Daniel Madrigal, Senior Staff Specialist, Community Engagement
- Mark Tang, Assistant Manager, Planning & Climate Protection

Fall Meeting of the American Geophysical Union, Washington, DC, December 8-14, 2024 attendee:

- Sally Newman, Ph.D., Senior Air Quality Specialist, Planning & Climate Protection

BUDGET CONSIDERATION/FINANCIAL IMPACT

All associated business travel-related costs are covered by the respective division's Fiscal Year Ending 2025 Budget.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Michelle Hutson
Reviewed by: Stephanie Osaze

ATTACHMENT(S):

None

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: February 5, 2025

Re: Notices of Violations Issued and Settlements in Excess of \$10,000 in the Months of
November and December 2024

RECOMMENDED ACTION

None; informational item only, no action is requested at this time.

BACKGROUND

None.

DISCUSSION

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

BUDGET CONSIDERATION/FINANCIAL IMPACT

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

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Alexander G. Crockett

ATTACHMENT(S):

1. NOVs Issued and Settlements in Excess of \$10,000 - Nov 2024
2. NOVs Issued and Settlements in Excess of \$10,000 - Dec 2024

NOTICES OF VIOLATIONS ISSUED

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

Alameda						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Atieva USA Inc.	B9161	Newark	A64304A	11/4/24	2-1-307	Permit Requirement/Condition Violation
DeSilva Gates Construction, LP	S766412	Dublin	A59772A	11/12/24	2-1-307	Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A64305A	11/18/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A64306A	11/18/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A64307A	11/18/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A64308A	11/18/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A64309A	11/18/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A64310A	11/18/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A64311A	11/18/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A64312A	11/22/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A64314A	11/26/24	2-6-307	Title V Permit Requirement/Condition Violation

Contra Costa						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Carmax Pleasant Hill, #6104	S706149	Pleasant Hill	A62444A	11/26/24	8-7-302.1	Gasoline Dispensing Facility Violation
Innovative Construction Solutions	S766639	Concord	A63974A	11/19/24	11-2-401.5	Asbestos Violation
Tesoro Refining & Marketing Company, LLC	B2758	Martinez	A63225A	11/5/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesoro Refining & Marketing Company, LLC	B2758	Martinez	A63226A	11/5/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesoro Refining & Marketing Company, LLC	B2758	Martinez	A63227A	11/5/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesoro Refining & Marketing Company, LLC	B2758	Martinez	A63227B	11/5/24	1-523.1	Parametric Monitor Violation

Napa						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Napa Moose Lodge	S766338	Napa	A63364A	11/7/24	11-2-401.5	Asbestos Violation

San Mateo						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Thomas James Homes	S766548	Redwood City	A63973A	11/14/24	11-2-401.5	Asbestos Violation
Disney Construction	S766174	Burlingame	A63193A	11/5/24	11-2-401.5	Asbestos Violation
Disney Construction	S766174	Burlingame	A63194A	11/5/24	11-2-401.5	Asbestos Violation
Golden State Hauling & Demolition Inc.	S766641	East Palo Alto	A63975A	11/19/24	11-2-401.3	Asbestos Violation
Golden State Hauling & Demolition Inc.	S766641	East Palo Alto	A63975B	11/19/24	11-2-303	Asbestos Violation
Golden State Hauling and Demo Inc.	S766481	East Palo Alto	A63972A	11/8/27	11-2-401.5	Asbestos Violation
Golden State Hauling and Demo Inc.	S766481	East Palo Alto	A63972B	11/8/27	11-2-303.8	Asbestos Violation

Santa Clara						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
City of Saratoga Corp Yard	C6779	Saratoga	A63969A	11/7/24	2-1-307	Permit Requirement/Condition Violation
Green Bay Construction Company, Inc.	S766483	San Jose	A63971A	11/8/27	11-2-401.5	Asbestos Violation
Green Bay Construction Company, Inc.	S766483	San Jose	A63971B	11/8/27	11-2-303.8	Asbestos Violation
International Disposal Corp of CA	A9013	Milpitas	A61899A	11/18/24	8-34-301.2	Landfill Violation

International Disposal Corp of CA	A9013	Milpitas	A61899B	11/18/24	8-34-303	Landfill Violation
International Disposal Corp of CA	A9013	Milpitas	A61899C	11/18/24	8-34-305.1	Landfill Violation
RQ Tech Construction Inc.	S766877	Cupertino	A63977A	11/22/24	11-2-401.5	Asbestos Violation
Sam Muthirakala	S766222	Milpitas	A63151A	11/6/24	11-2-401.5	Asbestos Violation
TDDG LLC	S766964	San Jose	A63152A	11/7/24	11-2-401.5	Asbestos Violation
TDDG LLC	S766486	San Jose	A63970A	11/8/27	11-2-401.5	Asbestos Violation

Solano						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Amcor Rigid Plastics	S743547	Fairfield	A63978A	11/4/24	2-1-301	No Authority to Construct and No Permit to Operate
Amcor Rigid Plastics	S743547	Fairfield	A63978B	11/4/24	2-1-302	No Authority to Construct and No Permit to Operate
Ardagh Metal Beverage USA Inc.	A1665	Fairfield	A63979A	11/22/24	2-1-307	Permit Requirement/Condition Violation
Valero Refining Company - California	B2626	Benicia	A61858A	11/18/24	2-6-307	Title V Permit Requirement/Condition Violation
Valero Refining Company - California	B2626	Benicia	A61859A	11/14/24	6-1-301	Visible Emissions Violation
Valero Refining Company - California	B2626	Benicia	A61860A	11/22/24	2-6-307	Title V Permit Requirement/Condition Violation
Valero Refining Company -	B2626	Benicia	A62170A	11/4/24	6-1-301	Visible Emissions Violation

California						
Valero Refining Company - California	B2626	Benicia	A62577A	11/14/24	2-6-307	Title V Permit Requirement/Condition Violation

Company Address Outside of the Bay Area						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Golden Valley Pumping Corp.	S766042	Kerman	A63149A	11/1/24	11-2-401.5	Asbestos Violation

SETTLEMENTS FOR \$10,000 OR MORE REACHED

There were 6 settlements for \$10,000 or more completed in November 2024.

- 1) On November 21, 2024, the Air District reached a settlement with the City of Menlo Park for \$95,000, regarding the allegations contained in the following 3 Notices of Violations:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A59184A	8/10/21	6/16/21	8-34-301.1	Landfill Violation
A60428A	12/21/20	11/12/20	8-34-301.2	Landfill Violation
A60432A	2/10/21	7/21/17	2-1-307	Permit Requirement/Condition Violation

- 2) On November 21, 2024, the Air District reached a settlement with Delta Energy Center LLC and Los Medanos Energy Center, LLC for \$86,090, regarding the allegations contained in the following 3 Notices of Violations:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A60860A	1/24/23	1/1/20	2-6-307	Title V Requirement/Condition Violation
A60874A	5/30/23	3/20/23	1-523.1	Parametric Monitor Violation
A60861A	5/24/23	1/1/20	2-6-307	Title V Requirement/Condition Violation

- 3) On November 25, 2024, the Air District reached a settlement with Shell Oil Products for \$50,000, regarding the allegations contained in the following 2 Notices of Violations:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A61998A	9/1/22	7/30/19	10	Code of Federal Regulation Violation
A61999A	9/1/22	7/16/19	10	Code of Federal Regulation Violation

- 4) On November 26, 2024, the Air District reached a settlement with Air Liquide Large Industries US L.P for \$50,000, regarding the allegations contained in the following 1 Notice of Violation:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
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A61536A	7/5/23	4/2/22	2-6-307	Title V Requirement/Condition Violation
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- 5) On November 27, 2024, the Air District reached a settlement with Guadalupe Rubbish Disposal Co., Inc. for \$15,000, regarding the allegations contained in the following 1 Notice of Violation:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A59781A	12/8/21	10/20/21	8-34-301.1	Landfill Violation

- 6) On November 27, 2024, the Air District reached a settlement with RADC Enterprises, Inc. for \$55,000, regarding the allegations contained in the following 2 Notices of Violations:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A60243A	3/8/22	1/12/22	2-1-307	Permit Requirement/Condition Violation
A60244A	3/18/22	3/18/22	8-7-301.6	Gasoline Facility Dispensing Violation
A60244B	2/16/22	2/16/22	8-7-302.3	Gasoline Facility Dispensing Violation

NOTICES OF VIOLATIONS ISSUED

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

Alameda						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
All American Gas	C8775	Hayward	A62932A	12/3/24	8-7-503.1	Gasoline Dispensing Facility Violation
All Star Gas	S700286	Oakland	A62704A	12/2/24	8-7-302.3	Gasoline Dispensing Facility Violation
Cargill Salt	A0094	Newark	A64316A	12/10/24	2-1-307	Permit Requirement/Condition Violation
Cargill Salt	A0094	Newark	A64317A	12/10/24	2-1-307	Permit Requirement/Condition Violation
DeSilva Gates Construction, LP	A0802	Sunol	A59773A	12/3/24	2-1-307	Permit Requirement/Condition Violation
Evergreen Cemetery	A6390	Oakland	A61940A	12/6/24	2-1-301	No Authority to Construct and No Permit to Operate
Evergreen Cemetery	A6390	Oakland	A61940B	12/6/24	2-1-302	No Authority to Construct and No Permit to Operate
Inner City Demolition	S767699	Dublin	A64831A	12/17/24	11-2-401.5	Asbestos Violation
Quik Stop #67	C0667	Oakland	A63367A	12/10/24	2-1-301	No Authority to Construct
SFD	S767455	Oakland	A63235A	12/9/24	6-3-301	Fireplace Wood Smoke Violation
SFD	S768074	Oakland	A63237A	12/30/24	6-3-301	Fireplace Wood Smoke Violation
Tesla, Inc.	A1438	Fremont	A64318A	12/20/24	2-6-307	Title V Permit Requirement/Condition

						Violation
Tesla, Inc.	A1438	Fremont	A64319A	12/20/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A64320A	12/20/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A64321A	12/20/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A64322A	12/30/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A64323A	12/30/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A64324A	12/30/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A64325A	12/30/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A64326A	12/30/24	2-1-307	Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A64327A	12/30/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A64753A	12/30/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A64754A	12/30/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A64755A	12/30/24	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A64756A	12/30/24	2-6-307	Title V Permit Requirement/Condition Violation

United States Pipe & Foundry Company, LLC	A0083	Union City	A64315A	12/9/24	2-1-307	Permit Requirement/Condition Violation
Wheels America SF	S714408	Oakland	A61941A	12/20/24	2-1-301	No Authority to Construct and No Permit to Operate
Wheels America SF	S714408	Oakland	A61941B	12/20/24	2-1-302	No Authority to Construct and No Permit to Operate

Contra Costa						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Carriage Funeral Holdings, Inc.	A2634	Lafayette	A63603A	12/9/24	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62536A	12/19/24	8-8-315	Wastewater Collection and Separation Systems Violation
DWF V 2999OAK LLC	E1417	Walnut Creek	A63604A	12/6/24	2-1-307	Permit Requirement/Condition Violation
DWF V 2999OAK LLC	E1417	Walnut Creek	A63605A	12/6/24	2-1-307	Permit Requirement/Condition Violation
DWF V 2999OAK LLC	E1417	Walnut Creek	A63606A	12/6/24	2-1-301	No Authority to Construct and No Permit to Operate
DWF V 2999OAK LLC	E1417	Walnut Creek	A63606B	12/6/24	2-1-302	No Authority to Construct and No Permit to Operate
Grand Petroleum Inc.	S768102	Concord	A63976A	12/31/24	2-1-307	Permit Requirement/Condition Violation
Henkel US Operations Corporation	B2855	Bay Point	A60772A	12/3/24	2-1-307	Permit Requirement/Condition Violation

Martinez Refining Company LLC	A0011	Martinez	A63803A	12/10/24	8-5-304.4	Storage Tank Violation
Martinez Refining Company LLC	A0011	Martinez	A64812A	12/9/24	2-1-302	No Permit to Operate
Morello Chevron Tire Service & Repair 15	C7311	Pleasant Hill	A62447A	12/23/24	2-1-302	No Permit to Operate
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A64413A	12/6/24	2-1-307	Permit Requirement/Condition Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A64414A	12/9/24	9-9-301.1.3	Turbine NOx or CO Violation
SFD	S768069	Concord	A63238A	12/30/24	6-3-301	Fireplace Wood Smoke Violation
SFD	S768070	Antioch	A63239A	12/31/24	6-3-301	Fireplace Wood Smoke Violation
SFD	S768068	El Sobrante	A63241A	12/30/24	6-3-301	Fireplace Wood Smoke Violation

San Francisco						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Villa Homes	S767849	San Francisco	A61909A	12/20/24	11-2-401.5	Asbestos Violation

San Mateo						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment

Brittan West	S741036	San Carlos	A60977A	12/16/24	2-1-302	No Permit to Operate
Brittan West	S741036	San Carlos	A60978A	12/16/24	2-1-307	Permit Requirement/Condition Violation
Browning-Ferris Industries of CA Inc.	A2266	Half Moon Bay	A60976A	12/3/24	8-34-301.2	Landfill Violation
Browning-Ferris Industries of CA Inc.	A2266	Half Moon Bay	A60976B	12/3/24	8-34-303	Landfill Violation
Courtney Coles Clodagh	S768092	San Bruno	A63240A	12/31/24	6-3-301	Fireplace Wood Smoke Violation
SFD	S768029	South San Francisco	A63236A	12/30/24	6-3-301	Fireplace Wood Smoke Violation

Santa Clara						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Central Gas San Jose	C9561	San Jose	A64156A	12/20/24	2-1-302	No Permit to Operate
Crema Coffee Company	E0346	San Jose	A63334A	12/9/24	2-1-301	No Authority to Construct and No Permit to Operate
Crema Coffee Company	E0346	San Jose	A63334B	12/9/24	2-1-302	No Authority to Construct and No Permit to Operate
Excel Gas & Mart	D0505	San Jose	A64830A	12/12/24	2-1-307	Permit Requirement/Condition Violation
Excel Gas & Mart	D0505	San Jose	A64830B	12/12/24	8-7-301.6	Gasoline Dispensing Facility Violation
Excel Gas & Mart	D0505	San Jose	A64830C	12/12/24	8-7-302.3	Gasoline Dispensing Facility Violation

Mountain View Arco	C7155	Mountain View	A62934A	12/6/24	2-1-301	No Authority to Construct
Precise Auto dba Precise Chevron	C4232	San Jose	A64828A	12/2/24	8-7-301.5	Gasoline Dispensing Facility Violation
Precise Auto dba Precise Chevron	C4232	San Jose	A64828B	12/2/24	8-7-301.6	Gasoline Dispensing Facility Violation
Precise Auto dba Precise Chevron	C4232	San Jose	A64829A	12/2/24	2-1-307	Permit Requirement/Condition Violation
Precise Auto dba Precise Chevron	C4232	San Jose	A64829B	12/2/24	8-7-301.3	Gasoline Dispensing Facility Violation
San Jose-Santa Clara Regional Wastewater Facility	A0778	San Jose	A61900A	12/30/24	2-6-307	Title V Permit Requirement/Condition Violation
Stevens Creek Gas	C7167	Cupertino	A64154A	12/16/24	8-7-302.3	Gasoline Dispensing Facility Violation
Stevens Creek Gas	C7167	Cupertino	A64154B	12/16/24	8-7-301.5	Gasoline Dispensing Facility Violation

Solano						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Gilroy Energy Center, LLC (Wolfskill Energy Ctr)	B4511	Fairfield	A63980A	12/6/24	10	Code of Federal Regulation Violation
Goose Haven Energy Center	B4416	Suisun City	A63981A	12/6/24	2-6-307	Title V Permit Requirement/Condition Violation
H&S Energy Products, LLC #3056 - Chevron	C4735	Vallejo	A62445A	12/9/24	8-7-302.3	Gasoline Dispensing Facility Violation

Valero Refining Company - California	B2626	Benicia	A61861A	12/18/24	9-2-301	Hydrogen Sulfide Violation
Valero Refining Company - California	B2626	Benicia	A61862A	12/20/24	2-6-307	Title V Permit Requirement/Condition Violation
Valero Refining Company - California	B2626	Benicia	A61863A	12/30/24	2-6-307	Title V Permit Requirement/Condition Violation

Sonoma						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Evenich Construction Inc.	S767229	Petaluma	A61907A	12/5/24	11-2-303.8	Asbestos Violation
SFD	S767456	Petaluma	A63234A	12/9/24	6-3-301	Fireplace Wood Smoke Violation

SETTLEMENTS FOR \$10,000 OR MORE REACHED

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

- 1) On December 2, 2024, the Air District reached a settlement with the KB Homes South Bay Inc., A California Corporation for \$165,000, regarding the allegations contained in the following 3 Notices of Violations:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A55719A	11/19/20	11/5/20	Title 17 CCR 93105(e)(2)(A)2	California Code of Regulation Violation
A55720A	11/19/20	8/3/20	Title 17 CCR 93105(e)(2)(A)2	California Code of Regulation Violation
A60479A	11/24/21	10/29/21	Title 17 CCR 93105(e)(2)(A)2	California Code of Regulation Violation

- 2) On December 10, 2024, the Air District reached a settlement with Antea USA, Inc. for \$15,000, regarding the allegations contained in the following 2 Notices of Violations:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A60352A	6/7/23	5/18/22	2-1-307	Permit Requirement/Condition Violation
A60953A	6/7/23	5/3/23	2-1-307	Permit Requirement/Condition Violation

- 3) On December 13, 2024, the Air District reached a settlement with Mariposa Energy, LLC for \$200,000, regarding the allegations contained in the following 4 Notices of Violations:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A62503A	9/26/23	2/12/23	1-522	Continuous Emissions Monitor Violation
A62503B	9/26/23	2/12/23	2-6-307	Title V Permit Requirement/Condition Violation
A62504A	9/26/23	2/12/23	1-522	Continuous Emissions Monitor

				Violation
A62504B	9/26/23	2/12/23	2-6-307	Title V Permit Requirement/Condition Violation
A62505A	9/26/23	2/12/23	1-522	Continuous Emissions Monitor Violation
A62505B	9/26/23	2/12/23	2-6-307	Title V Permit Requirement/Condition Violation
A62506A	9/26/23	2/12/23	1-522	Continuous Emissions Monitor Violation
A62506B	9/26/23	2/12/23	2-6-307	Title V Permit Requirement/Condition Violation

- 4) On December 16, 2024, the Air District reached a settlement with Goggle LLC for \$30,000, regarding the allegations contained in the following 1 Notice of Violation:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A60328A	9/22/22	4/15/22	10	Code of Federal Regulation Violation

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: February 5, 2025

Re: Authorization to Accept Grant Program Revenues from the United States
Environmental Protection Agency for Air Monitoring Instrumentation and to Procure
Equipment Using Those Funds

RECOMMENDED ACTION

Recommend the Board of Directors:

1. Adopt a resolution (Attachment 1) authorizing the Executive Officer/APCO to accept, obligate, and expend up to \$966,408 from the United States Environmental Protection Agency (US EPA) for procurement of air monitoring equipment to support air monitoring goals; and
2. Authorize the Executive Officer/APCO to expend this funding by purchasing the gas chromatography mass spectrometry instrument and consumables.

BACKGROUND

Pursuant to the Inflation Reduction Act (IRA) of 2022, the US EPA is providing funding to support the expansion and enhancement of air monitoring activities. This funding is being made available through two related grant programs. The first grant program, Multipollutant Air Monitoring, supports funding recipients to purchase, deploy, and operate equipment to support their existing ambient air monitoring network to provide public health/air quality data to the public. The second grant program, Deployment of Air Quality Sensors, supports recipients to purchase and deploy air quality sensors to evaluate the instrument performance and viability in overburdened communities.

DISCUSSION

The Air District proposed to the US EPA that the Multipollutant Air Monitoring funds be used for the procurement of data telemetry, lab, and field equipment. The proposed purchases will update equipment at monitoring sites in overburdened communities, support the Air District's long-term air toxics monitoring, address identified information technology security risks, upgrade equipment to perform US EPA-required performance audits, and create a clean room for testing, maintaining, and repairing instruments. The US EPA proposed a grant agreement

(Attachment 2) that would provide funding in the amount of \$910,488 from February 1, 2025 – June 30, 2028, which will include:

- Data loggers
- Virtual Private Network (VPN) routers
- Laboratory instruments, including high-performance liquid chromatography (HPLC) instrument, gas chromatograph-mass spectrometer (GC/MS), and X-ray fluorescence (XRF) Spectrometer.
- Aethalometers for black carbon
- Ozone analyzer
- Office pod

The Air District proposed to the US EPA that the second grant program funds, Deployment of Air Quality Sensors, be used to develop a better understanding of instrument performance and viability of use for deployment in overburdened communities within the Bay Area that are not well characterized by the Air District’s existing monitoring network or existing sensor networks. EPA proposed a grant agreement (Attachment 3) that would provide funding in the amount of \$55,920, from April 1, 2025 – March 31, 2028, which will include variety of particulate matter and black carbon (PM and BC) sensors (QuantAQ MODULAIR™-PM, AirGradient outdoor PM sensors, AethLabs microAeth® MA350, MetOne C-12).

On December 11, 2024, the US EPA notified the Air District that our proposals were accepted for potential funding and provided the Air District with a Grant Agreements (Attachments 2 and 3). If the Board approves of the acceptance, obligation, and expenditure of the US EPA grant funds, staff will begin the procurement process for the instruments described above. If the Board does not approve the acceptance, obligation, and expenditure of the US EPA grant funds, staff will not participate in this agreement and will not draw down any funds.

The Air District will be solely responsible for procurement, acceptance testing, installation, operation, and maintenance of the proposed instrumentation. Staff time used for the activities will be in-kind and US EPA IRA funds will be used only for the purchase of proposed instrumentation.

The GC/MS is likely to exceed \$200,000 which would require Board authorization to purchase. To begin spending IRA funds, we are recommending the Board of Directors authorize the Executive Officer/APCO to execute this procurement with a vendor qualified based on the Air District’s procurement policy. Other purchases will be completed in accordance with the Air District’s procurement policy.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The Fiscal Year 2024-2025 budget included some of the supplies, services, and capital expenses that will be covered by this grant funding. Future purchases will be incorporated into upcoming budgets proposed to the Board. After purchasing this equipment, the Air District will seek reimbursement from the US EPA for those expenses.

Respectfully submitted,


Philip M. Fine
Executive Officer/APCO

Prepared by: Ranyee Chiang

Reviewed by: Mairi Beacon, Jonathan Bower, Kate Hoag, Charley Knoderer, and Ila Perkins

ATTACHMENT(S):

1. US EPA Grant Agreement: 5U-97T06201-0-BAAQMD-Award-121124
2. US EPA Grant Agreement: 5T-97T21001-0-BAAQMD-Award-121124
3. Draft Board Resolution Accept EPA Funding

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement	GRANT NUMBER (FAIN): 97T06201 MODIFICATION NUMBER: 0 PROGRAM CODE: 5U	DATE OF AWARD 12/06/2024
		TYPE OF ACTION New	MAILING DATE 12/11/2024
		PAYMENT METHOD: ASAP	ACH# 90049
		RECIPIENT TYPE: Special District	
RECIPIENT: Bay Area Air Quality Management District 375 Beale St, Suite 600 San Francisco, CA 94105 EIN: 94-1622746		PAYEE: Bay Area Air Quality Management District 375 Beale St, Suite 600 San Francisco, CA 94105	
PROJECT MANAGER Ranyee Chiang 375 Beale St, Suite 600 San Francisco, CA 94105 Email: rchiang@baaqmd.gov Phone: 415-749-8621		EPA PROJECT OFFICER Stella Cook 75 Hawthorne Street, AIR-1-1 San Francisco, CA 94105 Email: Cook.Stella@epa.gov Phone: 415-972-3528	
EPA GRANT SPECIALIST Veronica Adams Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105 Email: adams.veronica@epa.gov Phone: 415-972-3677			
PROJECT TITLE AND DESCRIPTION Inflation Reduction Act - Deployment of Air Quality Sensors See Attachment 1 for project description.			
BUDGET PERIOD 04/01/2025 - 03/31/2028	PROJECT PERIOD 04/01/2025 - 03/31/2028	TOTAL BUDGET PERIOD COST \$ 55,920.00	TOTAL PROJECT PERIOD COST \$ 55,920.00
NOTICE OF AWARD			
<p>Based on your Application dated 05/01/2024 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 55,920.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 55,920.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p>			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA, Region 9, U.S. EPA, Region 9 Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105		ORGANIZATION / ADDRESS U.S. EPA, Region 9, Air and Radiation Division, AIR-1 R9 - Region 9 75 Hawthorne Street San Francisco, CA 94105	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official for Carolyn Truong - Grants Management Officer by Angela Mendiola - Award Official Delegate			DATE 12/06/2024

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 55,920	\$ 55,920
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 55,920	\$ 55,920

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.034 - Surveys-Studies-Investigations-Demonstrations and Special Purpose Activities relating to the Clean Air Act	Inflation Reduction Act: Sec. 60105c Clean Air Act: Sec. 103	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2509M9S053	2231	E1SFX	09M2	000AMTXM3	4183	-	-	\$ 55,920
									\$ 55,920

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 0
2. Fringe Benefits	\$ 0
3. Travel	\$ 0
4. Equipment	\$ 36,450
5. Supplies	\$ 19,470
6. Contractual	\$ 0
7. Construction	\$ 0
8. Other	\$ 0
9. Total Direct Charges	\$ 55,920
10. Indirect Costs: 0.00 % Base	\$ 0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 55,920
12. Total Approved Assistance Amount	\$ 55,920
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 55,920
15. Total EPA Amount Awarded To Date	\$ 55,920

Attachment 1 - Project Description

This agreement provides funding under the Inflation Reduction Act (IRA) to Bay Area Air Quality Management District (BAAQMD). Specifically, the recipient will purchase and deploy air quality sensors to evaluate the instrument performance and viability in overburdened communities, supplying them with real-time air quality data.

This assistance agreement provides full federal funding in the amount of \$55,920.00.

The activities to be performed include instrument procurement and evaluation to compare a variety of sensors to PM2.5 Federal Equivalence Methods (FEM) and high grade black carbon monitors. The project would include the procurement and evaluation of five (5) QuantAQ MODULAIR™-PM, three (3) AirGradient outdoor PM sensors, three (3) AethLabs microAeth® MA350, three (3) MetOne C-12 monitors. The evaluation would include acceptance testing and comparison with PM2.5 FEM and high-grade black carbon monitors. Comparisons will be conducted both in a laboratory setting, and at an Air District air monitoring site. Comparisons would be used to understand instrument performance (precision and bias) under different conditions and concentration levels.

The main objective would be to develop a better understanding of instrument performance and viability of use for deployment in overburdened communities within the Bay Area that experience disproportionate cumulative impacts from air pollution that are not well characterized by the Air District's existing monitoring network or existing sensor networks. Evaluation of the QuantAQ and AirGradient PM monitors as well as the AethLabs and MetOne portable aethalometers will allow the Air District to increase its capacity and readiness to deploy sensors within communities that are dominated by sources that are not well characterized by current methods and provide meaningful and actionable data to community partners.

The project would include collaboration and coordination with community partners on sources of concern and project design (including a QAPP), deployment of sensors in the community, access to real-time data, process for ensuring transparent data processing, periodic assessment of air monitoring results, data interpretation, and communication to community partners. The project will build on existing community partnerships through thoughtful collaboration, transparency, and knowledge sharing, increase access to real-time data, and provide community-specific air monitoring data that can be combined with community lived experience to inform policies to reduce emissions and exposure from local sources of air pollution.

Anticipated Deliverables:

1. Total staff hours spent on project implementation (C1 and C2).
2. Number of routine coordination meetings for project planning and implementation (C2).
3. Number of air sensors deployed and purchased (C2).
4. Total number of days of air monitoring data collected (C2).
5. Comparison of PM2.5, PM10, BC and BrC concentrations between evaluated air sensors and District-deployed methods.

Expected Project Outputs and Outcomes:

1. Procurement – purchase of sensors capable of real time PM2.5, PM10, black carbon and brown carbon according to EPA and Air District procurement and bidding policies and requirements.
2. Air Sensor Deployment –deploy air sensors and meteorological measurements near sources of concern or in community, and at the Air District site one mile away for QA.
3. Data collection and sensor evaluation – ensure systems and processes are in place to capture the data needed to track the selected performance metrics.
4. Evaluation of two PM air sensing options and two black and brown carbon sensing options.
5. Development of standard deployment and operating procedures.
6. Building on existing community partnerships through thoughtful collaboration, transparency, and knowledge sharing.

The intended beneficiaries include residents of the Bay Area, Bay Area Air Quality Management District, public health and the environment.

No subawards are included in this assistance agreement.

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current Environmental Protection Agency (EPA) general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2024-or-later>

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

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

A. Federal Financial Reporting (FFR)

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 425) covering the period from "project/budget period start date" to **September 30** of each calendar year to the EPA Finance Center in Research Triangle Park, NC. The annual FFR will be submitted electronically to rtpfc-grants@epa.gov no later than **December 30** of the same calendar year. Find additional information at <https://www.epa.gov/financial/grants>. (Per 2 CFR § 200.344(b), the recipient must submit the Final FFR to rtpfc-grants@epa.gov within 120 days after the end of the project period.)

B. Procurement

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with 2 CFR § 200.319. In accordance with 2 CFR § 200.324, the recipient and subawardee(s) must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications. *State and Tribal government entities must follow procurement standards as outlined in 2 CFR § 200.317.*

C. Indirect Costs

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

Programmatic Conditions

a.] Performance Reporting and Final Performance Report

Performance Reports - Content

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs. Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

Interim performance and final progress reports must prominently display the three Essential Elements for state work plans: 1) Strategic Plan Goal; (2) Strategic Plan Objective; and (3) Workplan Commitments plus time frame.

(See [Grants Policy Issuance 11-03 State Grant Workplans and Progress Reports](#) for more information)

Performance Reports - Frequency

The recipient agrees to submit semi-annual performance reports electronically to the EPA Project Officer due within 30 days after the end of the reporting period. The reporting periods are:

October 1 – March 31: Due April 30

April 1 – September 30: Due October 30

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

b.] Cybersecurity

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

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

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition

does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

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

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

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Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in [2 C.F.R. § 1500.12](#) Quality Assurance.

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

1. Quality Management Plan (QMP)

a. Prior to beginning environmental information operations, the recipient must:

- i. Submit a previously EPA-approved and current QMP,
- ii. The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the QMP is acceptable for this agreement.

b. The recipient must submit the QMP within 90 days after grant award, and/or no more than 120 days after grant award.

c. The recipient must review their approved QMP at least annually. These documented reviews shall be made available to the sponsoring EPA organization if requested. When necessary, the recipient shall revise its QMP to incorporate minor changes and notify the EPA PO and QAM of the changes. If significant changes have been made to the Quality Program that affect the performance of environmental information operations, it may be necessary to re-submit the entire QMP for re-approval. In general, a copy of any QMP revision(s) made during the year should be submitted to the EPA PO and QAM in writing when such changes occur. Conditions requiring the revision and resubmittal of an approved QMP can be found in section 6 of EPA's [Quality Management Plan \(QMP\) Standard](#).

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 - i. Submit a previously EPA-approved QAPP proposed to ensure the collected, produced, evaluated, or used environmental information is of known and documented quality for the intended use(s).
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For Reference:

- [Quality Management Plan \(QMP\) Standard and EPA's Quality Assurance Project Plan \(QAPP\) Standard](#); contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.
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If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the [Bay Area Air Quality Management District](#) received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy>

f.] Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaianew.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

g.] Public or Media Events

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

h.] Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>.

i.] Davis-Bacon Related Act Requirements

1. Program Applicability

- a. Program Name: Multipollutant Monitoring - IRA Only
- b. Statute Requiring Compliance: Section 314 of the Clean Air Act.
- c. Activities subject to prevailing wage requirements: Construction activities conducted under a multipollutant monitoring grant.
- d. The recipient must work with the appropriate authorities to determine wage classifications for the specific project(s) or activities subject to Davis-Bacon under this grant.

2. Davis-Bacon and Related Acts

Davis-Bacon and Related Acts (DBRA) (<https://www.dol.gov/agencies/whd/government-contracts/construction>) is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the:

- a. Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of \$2,000 or more;
- b. Copeland "Anti-Kickback" Act, which prohibits a contractor or subcontractor from inducing an

employee into giving up any part of the compensation to which he or she is entitled; and

c. Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of \$100,000.

3. Recipient Responsibilities When Entering Into and Managing Contracts

a. Solicitation and Contract Requirements:

(1) Include the Correct Wage Determinations in Bid Solicitations and Contracts: Recipients are responsible for complying with the procedures provided in [29 CFR 1.6](#) when soliciting bids and awarding contracts.

(2) Include DBRA Requirements in All Contracts: Include the following text on all contracts under this grant:

“By accepting this contract, the contractor acknowledges and agrees to the terms provided in the DBRA Requirements for Contractors and Subcontractors Under EPA Grants (<https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts>).”

b. After Award of Contract:

(1) Approve and Submit Requests for Additional Wages Rates: Work with contractors to request additional wage rates if required for contracts under this grant, as provided in [29 CFR 5.5\(a\)\(1\)\(iii\)](#).

(2) Provide Oversight of Contractors to Ensure Compliance with DBRA Provisions: Ensure contractor compliance with the terms of the contract, as required by [29 CFR 5.6](#).

4. Recipient Responsibilities When Establishing and Managing Additional Subawards

a. Include DBRA Requirements in All Subawards (including Loans): Include the following text on all subawards under this grant:

“By accepting this award, the EPA subrecipient acknowledges and agrees to the terms and conditions provided in the DBRA Requirements for EPA Subrecipients (<https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts>).”

b. Provide Oversight to Ensure Compliance with DBRA Provisions: Recipients are responsible for oversight of subrecipients and must ensure subrecipients comply with the requirements in [29 CFR 5.6](#).

5. Consideration as Part of Every Prime Contract Covered by DBRA


The contract clauses set forth in this Term & Condition, along with the correct wage determinations, will be considered to be a part of every prime contract covered by Davis-Bacon and Related Acts (see [29 CFR 5.1](#)), and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Department of Labor grants a variance, tolerance, or exemption. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance

with applicable law.

j.] Equipment Disposition

In accordance with 2 CFR 200.313, when equipment acquired under this agreement is no longer needed for the original project, program, or for other activities currently or previously supported by EPA, the recipient or subrecipient must request disposition instructions from the EPA Project Officer or passthrough entity. Disposition instructions will be the following: Equipment with a current fair market value of \$10,000 or less (per unit) may be retained, sold, or otherwise disposed of with no further obligation to the EPA or pass-through entity.

--End of Document--

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement		GRANT NUMBER (FAIN): 97T21001 MODIFICATION NUMBER: 0 PROGRAM CODE: 5T	DATE OF AWARD 12/06/2024
			TYPE OF ACTION New	MAILING DATE 12/11/2024
			PAYMENT METHOD: ASAP	ACH# 90049
			RECIPIENT TYPE: Special District	
RECIPIENT: Bay Area Air Quality Management District 375 Beale St, Suite 600 San Francisco, CA 94105-2066 EIN: 94-1622746		PAYEE: Bay Area Air Quality Management District 375 Beale St, Suite 600 San Francisco, CA 94105-2066		
PROJECT MANAGER Ranyee Chiang 375 Beale St, Suite 600 San Francisco, CA 94105-2066 Email: rchiang@baaqmd.gov Phone: 415-749-8621		EPA PROJECT OFFICER Stella Cook 75 Hawthorne Street, AIR-1-1 San Francisco, CA 94105 Email: Cook.Stella@epa.gov Phone: 415-972-3528		EPA GRANT SPECIALIST Veronica Adams Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105 Email: adams.veronica@epa.gov Phone: 415-972-3677
PROJECT TITLE AND DESCRIPTION Inflation Reduction Act - Multipollutant Air Monitoring See Attachment 1 for project description.				
BUDGET PERIOD 02/01/2025 - 06/30/2028	PROJECT PERIOD 02/01/2025 - 06/30/2028	TOTAL BUDGET PERIOD COST \$ 910,488.00	TOTAL PROJECT PERIOD COST \$ 910,488.00	
NOTICE OF AWARD				
Based on your Application dated 05/01/2024 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 910,488.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 910,488.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.				
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA, Region 9, U.S. EPA, Region 9 Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105			ORGANIZATION / ADDRESS U.S. EPA, Region 9, Air and Radiation Division, AIR-1 R9 - Region 9 75 Hawthorne Street San Francisco, CA 94105	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY				
Digital signature applied by EPA Award Official for Carolyn Truong - Grants Management Officer by Angela Mendiola - Award Official Delegate				DATE 12/06/2024

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 910,488	\$ 910,488
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 910,488	\$ 910,488

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.034 - Surveys-Studies-Investigations-Demonstrations and Special Purpose Activities relating to the Clean Air Act	Inflation Reduction Act: Sec. 60105b Clean Air Act: Sec. 103	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2509M9S055	2231	E1SFX	09M2	000AMTXM2	4183	-	-	\$ 910,488
									\$ 910,488

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 0
2. Fringe Benefits	\$ 0
3. Travel	\$ 0
4. Equipment	\$ 650,000
5. Supplies	\$ 260,488
6. Contractual	\$ 0
7. Construction	\$ 0
8. Other	\$ 0
9. Total Direct Charges	\$ 910,488
10. Indirect Costs: 0.00 % Base	\$ 0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 910,488
12. Total Approved Assistance Amount	\$ 910,488
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 910,488
15. Total EPA Amount Awarded To Date	\$ 910,488

Attachment 1 - Project Description

This agreement provides funding under the Inflation Reduction Act (IRA) to Bay Area Air Quality Management District (BAAQMD) for the expansion and enhancement of their air monitoring activities. Specifically, the recipient will purchase, deploy and operate equipment to support their existing ambient air monitoring network to provide public health/air quality data to the public.

This assistance agreement provides full federal funding in the amount of \$910,488.00.

The IRA funds requested will cover the procurement of data telemetry, lab, and field equipment. This equipment will be purchased, installed, and operated by BAAQMD to serve the agency's goals of providing the public with real-time air quality data. The requested dataloggers, VPN routers, and three laboratory instruments (HPLC, GC_MS, and XRF Spectrometer) are critical parts of data accessibility for BAAQMD's long term air toxics monitoring (VOCs, carbonyls, and PM speciation including metals). These items were recently identified as IT security risks after a malware attack and therefore need to be replaced. Replacement equipment is requested for three aethalometers to update equipment at monitoring sites in overburdened communities. An ozone analyzer to support EPA-required performance audits and to replace an older model as well as serve as a backup for the through the probe audit van. To support source-oriented and community-partnered monitoring, including for air toxics, BAAQMD is also planning to purchase an office pod that will serve as a clean room for testing, maintaining, and repairing instruments.

The anticipated deliverables include purchasing, deploying and operating ambient air monitoring equipment to support BAAQMD's existing network, below is the list of specific anticipated deliverables.

1. Purchase and deployment of dataloggers and VPN routers.
2. Purchase and deployment of 3 laboratory instruments (HPLC, GC_MS, and XRF Spectrometer) to support data accessibility for BAAQMD's long term air toxics monitoring.
3. Replacement of three aethalometers.
4. Purchase and use of ozone analyzer for EPA required performance audits.
5. Purchase and construction of an office pod to be used as a 'clean room' for testing, maintaining, and repairing equipment.
6. Number of trainings for air quality monitoring.
7. Development of quality assurance/quality control documentation.
8. Completion of air monitoring related performance testing and/or audits.

The expected outcomes include increasing public availability of air quality data to reduce public exposure to pollutants and inform policy decisions, increased sustainability and longevity of BAAQMD's existing ambient air monitoring network, and support for overburdened communities. See full list of expected outcomes below.

1. Increased disadvantaged communities monitored for air quality; supporting overburdened communities

with equipment replacements.

2. Increased public awareness of ambient air quality; supporting long-term toxics monitoring as well as BC monitoring through aethalometer replacements.
3. Increased access to information and tools that increase understanding and reduction of environmental and human health risks.
4. Increased sustainability of ambient air monitoring networks; replacement of outdated equipment to support longevity and integrity of BAAQMD's ambient air monitoring network.
5. Increased security and network integrity through the purchasing of new VPNs and routers.
6. Informed policy and decision making by air agencies.
7. Change in behavior of public based on new air quality information.
8. Reduction of ambient concentrations of certain air pollutant(s).
9. Reduction of human exposure to certain air pollutant(s).
10. Publicly available air quality monitoring data for communities.
11. Benefits for disadvantaged communities.

The intended beneficiaries include residents of the Bay Area, Bay Area Air Quality Management District, public health, and the environment.

No subawards are included in this assistance agreement.

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current Environmental Protection Agency (EPA) general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2024-or-later>

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

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

A. Federal Financial Reporting (FFR)

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 425) covering the period from "project/budget period start date" to **September 30** of each calendar year to the EPA Finance Center in Research Triangle Park, NC. The annual FFR will be submitted electronically to rtpfc-grants@epa.gov no later than **December 30** of the same calendar year. Find additional information at <https://www.epa.gov/financial/grants>. (Per 2 CFR § 200.344(b), the recipient must submit the Final FFR to rtpfc-grants@epa.gov within 120 days after the end of the project period.)

B. Procurement

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with 2 CFR § 200.319. In accordance with 2 CFR § 200.324, the recipient and subawardee(s) must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications. *State and Tribal government entities must follow procurement standards as outlined in 2 CFR § 200.317.*

C. MBE/WBE Reporting, 40 CFR, Part 33, Subpart E (EPA Form 5700-52A)

The recipient agrees to submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) annually for the duration of the project period. The current EPA Form 5700-52A with instructions is located at <https://www.epa.gov/grants/epa-grantee-forms>

This provision represents an approved exception from the MBE/WBE reporting requirements as described in 40 CFR Section 33.502.

Reporting is required for assistance agreements where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category) with a cumulative total that exceed the **Simplified Acquisition Threshold (SAT) currently set at \$250,000** (the dollar threshold will be automatically revised whenever the SAT is adjusted; See 2 CFR Section 200.1), including amendments and/or modifications. All procurement actions are reportable when reporting is required, not just the portion which exceeds the SAT.

Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 4A when completing the form.

When completing the annual report, recipients are instructed to check the box titled “annual” in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the “Final Report (project completed)” in section 1B of the form.

The annual reports are due by October 30th of each calendar year and the final report is due within 120 days after the end of the project period, whichever comes first. The recipient will submit the MBE/WBE report(s) and/or questions to GrantsRegion9@epa.gov and the EPA Grants Specialist identified on page 1 of the award document.

D. Indirect Costs

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

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In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs. Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

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f.] Competency of Organizations Generating Environmental Measurement Data

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

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

g.] Public or Media Events

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

h.] Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>.

i.] Davis-Bacon Related Act Requirements

1. Program Applicability

- a. Program Name: Multipollutant Monitoring - IRA Only
- b. Statute Requiring Compliance: Section 314 of the Clean Air Act.
- c. Activities subject to prevailing wage requirements: Construction activities conducted under a multipollutant monitoring grant.
- d. The recipient must work with the appropriate authorities to determine wage classifications for the specific project(s) or activities subject to Davis-Bacon under this grant.

2. Davis-Bacon and Related Acts

Davis-Bacon and Related Acts (DBRA) (<https://www.dol.gov/agencies/whd/government-contracts/construction>) is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the:

- a. Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of \$2,000 or more;
- b. Copeland "Anti-Kickback" Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and

c. Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of \$100,000.

3. Recipient Responsibilities When Entering Into and Managing Contracts

a. Solicitation and Contract Requirements:

(1) Include the Correct Wage Determinations in Bid Solicitations and Contracts: Recipients are responsible for complying with the procedures provided in [29 CFR 1.6](#) when soliciting bids and awarding contracts.

(2) Include DBRA Requirements in All Contracts: Include the following text on all contracts under this grant:

“By accepting this contract, the contractor acknowledges and agrees to the terms provided in the DBRA Requirements for Contractors and Subcontractors Under EPA Grants (<https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts>).”

b. After Award of Contract:

(1) Approve and Submit Requests for Additional Wages Rates: Work with contractors to request additional wage rates if required for contracts under this grant, as provided in [29 CFR 5.5\(a\)\(1\)\(iii\)](#).

(2) Provide Oversight of Contractors to Ensure Compliance with DBRA Provisions: Ensure contractor compliance with the terms of the contract, as required by [29 CFR 5.6](#).

4. Recipient Responsibilities When Establishing and Managing Additional Subawards

a. Include DBRA Requirements in All Subawards (including Loans): Include the following text on all subawards under this grant:

“By accepting this award, the EPA subrecipient acknowledges and agrees to the terms and conditions provided in the DBRA Requirements for EPA Subrecipients (<https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts>).”

b. Provide Oversight to Ensure Compliance with DBRA Provisions: Recipients are responsible for oversight of subrecipients and must ensure subrecipients comply with the requirements in [29 CFR 5.6](#).

5. Consideration as Part of Every Prime Contract Covered by DBRA

The contract clauses set forth in this Term & Condition, along with the correct wage determinations, will be considered to be a part of every prime contract covered by Davis-Bacon and Related Acts (see [29 CFR 5.1](#)), and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Department of Labor grants a variance, tolerance, or exemption. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

j.] Equipment Disposition

In accordance with 2 CFR 200.313, when equipment acquired under this agreement is no longer needed for the original project, program, or for other activities currently or previously supported by EPA, the recipient or subrecipient must request disposition instructions from the EPA Project Officer or passthrough entity. Disposition instructions will be the following: Equipment with a current fair market value of \$10,000 or less (per unit) may be retained, sold, or otherwise disposed of with no further obligation to the EPA or pass-through entity.

--End of Document--

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

RESOLUTION NO. 2025-_____

A Resolution Accepting Clean Air Act Special Purpose Activities and Inflation Reduction Act Funds from the United States Environmental Protection Agency

WHEREAS, the purpose of this Resolution is to authorize the Bay Area Air Quality Management District (Air District) to accept, obligate, and expend grants for up to \$966,408 in additional funding from the United States Environmental Protection Agency (US EPA) to procure air monitoring equipment (hereinafter referred to as the “Grants”) and to authorize the Executive Officer/Air Pollution Control Officer to execute all necessary agreements, required documents, and amendments required to expend this funding;

WHEREAS, on March 18, 2024, the US EPA announced the availability of funds from eligible entities pursuant to the Inflation Reduction Act of 2022 to conduct Clean Air Act Special Purpose Activities;

WHEREAS, on December 11, 2024, the US EPA electronically mailed Grant Agreements to the Air District authorizing two Grants in the amounts of \$910,488 and \$55,920 for Multipollutant Air Monitoring and Deployment of Air Quality Sensors, respectively;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves the Air District’s acceptance of the Grants and the associated funds, and commits the Air District to comply with the terms of the US EPA Grant Agreements.

BE IT FURTHER RESOLVED that the Board of Directors hereby authorizes the Executive Officer/Air Pollution Control Officer to accept, obligate, and execute all agreements, required documents, and any amendments thereto to implement and carry out the purposes of this resolution.

The foregoing resolution was duly and regularly introduced, passed and adopted at a regular meeting of the Board of Directors of the Bay Area Air Quality Management District on the Motion of Director _____, seconded by Director _____, on the ____ day of _____, 2025 by the following vote of the Board:

AYES:

NOES:

ABSTAIN:

ABSENT:

Davina Hurt
Chair of the Board of Directors

ATTEST:

Lynda Hopkins
Vice-Chair of the Board of Directors

DRAFT

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: February 5, 2025

Re: Authorization to Amend the Master Services Agreement with Communities for a Better Environment to Continue Support for the Development of a Community Emissions Reduction Plan for East Oakland

RECOMMENDED ACTION

Recommend the Board of Directors authorize the Executive Officer/APCO to execute an amendment to the Master Services Agreement with Communities for a Better Environment (Contract No.2021.175) to:

1. Increase the maximum dollar amount of the contract by \$204,461, from \$470,000 to \$674,461; and
2. Extend the contract end date from March 31, 2025 to May 30, 2026.

The purpose of this amendment is to support the development of a Community Emissions Reduction Plan for East Oakland.

BACKGROUND

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

In February 2022, East Oakland was approved by the California Air Resources Board (CARB) for a Community Emissions Reduction Plan (CERP) process. The Air District partnered with CBE to support East Oakland in this nomination.

The Air District and CBE entered a Master Services Agreement (MSA), Contract No. 2021.175, in October 2021 to Co-Lead the East Oakland CERP development process. As Co-Lead, CBE assisted the Air District with outreach and engagement for the East Oakland Community Steering Committee (CSC) application and selection process, as well as the subsequent launch of the East Oakland CERP process. The East Oakland CSC has convened 26 times since holding its Kick-Off meeting on September 17, 2022.

DISCUSSION

The CERP Co-Leads and CSC are in the process of developing and reviewing draft strategies and actions for the CERP. The amendment to the MSA will allow CBE to continue as a project Co-Lead and provide outreach, engagement, research, and policy support to the East Oakland CSC and East Oakland neighborhoods. CBE's established trust in the community and grassroots organizing efforts in the area will ensure community needs remain at the forefront as they move through completion and adoption of the East Oakland CERP.

CBE plans to continue to conduct research, drafting and reviewing strategies and actions, developing presentations to the CSC and materials to explain air quality topics in detail. Staff anticipate having a draft CERP completed by the second quarter of 2025, public review and comment period to follow. The Air District and CBE plan to implement a robust community engagement effort to expand outreach to East Oakland community members. This effort looks to increase inclusion and accessibility to participate in reviewing CERP strategies and actions. CBE's multifaceted approach will include distributing print and digital fliers, tabling at community events, and partnering with local community-based organizations. CBE plans to also assist in the review of comments received from community members and the public and support the public process to develop the final CERP.

Air District staff seek to extend the term of CBE's MSA from March 31, 2025, to May 30, 2026, to align with the anticipated CERP timeline, and increase the maximum dollar amount of the contract by \$204,461 from \$470,000 to \$674,461.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for the amended contract in the amount of \$204,461 is included in Program 617 of the Fiscal Year End 2025 budget and funded with AB 617 CAPP Implementation funds.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Aneesh Rana
Reviewed by: Diana Ruiz

ATTACHMENT(S):

1. CBE 2021.175 Contract
2. CBE 2021.175 Amendment 1
3. CBE 2021.175 Amendment 2
4. CBE 2021.175 Amendment 3
5. CBE 2021.175 Amendment 4
6. CBE 2021.175 Draft Amendment 5

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

MASTER SERVICES CONTRACT

CONTRACT NO. 2021.175

1. **PARTIES** – The parties to this Contract (“Contract”) are the Bay Area Air Quality Management District (“DISTRICT”) whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and **Communities for a Better Environment** (“CONTRACTOR”) whose address is 6325 Pacific Blvd, Huntington Park, CA 90255.

2. **RECITALS**
 - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for Services as defined herein. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the Services.
 - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney or the opportunity to obtain counsel.

3. **DEFINITIONS**
 - A. “Purchase Order” shall mean the written or electronic document used by DISTRICT to track payments to CONTRACTOR under this Contract.
 - B. “Services” shall mean the services to be provided by CONTRACTOR hereunder as generally described in the General Description of Services, attached hereto as Attachment A and made a part hereof by this reference, and as specifically described in Task Orders issued pursuant to this Contract.
 - C. “Task Order” shall mean a written request by DISTRICT for specific services to be performed by CONTRACTOR.

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

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

6. TERMINATION

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

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

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

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

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

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

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

7. INSURANCE

A. CONTRACTOR shall maintain the following insurance:

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

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

iii) Business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles. If CONTRACTOR is a sole proprietor, CONTRACTOR may meet this insurance requirement with personal automobile liability insurance carrying a business use endorsement or by demonstrating to the satisfaction of DISTRICT that business use is

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

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

8. INDEMNIFICATION

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

9. AGREEMENT TO PROVIDE SERVICES

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

quantity of services to be purchased hereunder shall be determined by DISTRICT in its sole discretion and shall not exceed \$90,000. This Contract is not exclusive. CONTRACTOR expressly acknowledges and agrees that DISTRICT may purchase at its sole discretion, services that are identical or similar to the services described in this Contract from any third party.

10. TASK ORDERS – Each Task Order will specify the following items, as relevant: specific services requested, schedule for services, location where services are to be performed (with contact person), and cost or estimated cost of services. Each Task Order issued under this Contract shall be made part of, and be incorporated into this Contract, and shall reference this Contract on the face of each Task Order. Should any Task Order not conform to or satisfy the terms of this Contract, CONTRACTOR shall have ten (10) business days after receipt to reject the Task Order. By not rejecting the Task Order within ten (10) business days, CONTRACTOR will have accepted the Task Order. Acceptance by CONTRACTOR is limited to the provisions of this Contract and the Task Order. No additional or different provisions proposed by CONTRACTOR or DISTRICT shall apply. In addition, the parties agree that this Contract and accepted Task Orders constitute a contract for services and satisfy all statutory and legal formalities of a contract.

11. PRICING, INVOICES, AND PAYMENT

- A. DISTRICT shall pay CONTRACTOR for all services ordered and provided in compliance with the terms and conditions of this Contract and with Task Orders issued under this Contract.
- B. CONTRACTOR shall submit original invoices to DISTRICT in form and substance and format reasonably acceptable to DISTRICT. Each invoice, including supporting documentation, must be prepared in duplicate on CONTRACTOR's letterhead; must list DISTRICT's contract number, Purchase Order Number, and the CONTRACTOR's Social Security Number or Federal Employer Identification Number; and must be submitted to: Bay Area Air Quality Management District, 375 Beale Street, Suite 600, San Francisco, CA 94105, Attn: Contracts Manager.
- C. Except as specifically set forth in Attachment A or in Task Orders under this Contract, DISTRICT shall not be responsible for any additional costs or expenses of any nature incurred by CONTRACTOR in connection with the provision of the services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc.
- D. CONTRACTOR represents, warrants and covenants that the prices, charges and fees for services set forth in this Contract (on the whole) are at least as favorable as the prices, charges and fees CONTRACTOR charges (on the whole) to other of its customers or clients for the same or substantially similar services provided under the same or substantially similar circumstances, terms, and conditions. If CONTRACTOR agrees or contracts with other clients or customers similarly situated during the Term of this Contract, and offers or agrees to financial terms more favorable than those set forth herein (on the whole), CONTRACTOR hereby agrees that it will reduce the prices, charges and/or fees charged to DISTRICT in respect of the services hereunder to the most favorable rates received by those other clients or customers.

12. DISPUTE RESOLUTION – A party that disputes a notice of breach must first seek mediation to resolve the dispute in accordance with the provisions set forth below.

- A. Upon receipt of a notice of breach of contract, the party may submit a demand for mediation to resolve whether or not a breach occurred. The party must state the basis of the dispute and deliver the demand within ten (10) business days of the date of receipt of the notice of breach.
- B. The mediation shall take place at DISTRICT's office at 375 Beale Street, Suite 600, San Francisco, or at such other place as may be mutually agreed upon by the parties and the mediator.

- C. The parties shall make good faith efforts to hold the mediation within thirty (30) days after receipt of the demand for mediation.
- D. Each party shall bear its own mediation costs.
- E. In the event the parties are unable to resolve the dispute, either party may file an action in a court of competent jurisdiction to enforce the Contract.
- F. Maximum recovery under this section shall be limited to the total value of all Task Orders issued under this Contract. The mediation costs shall not reduce the maximum amount recoverable under this section.

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

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

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

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

15. EMPLOYEES OF CONTRACTOR

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

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

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

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

18. PUBLICATION

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

information in advance. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract.

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

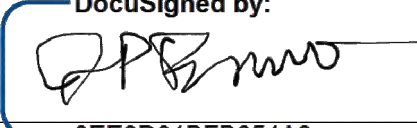
- D. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and shall require compliance with the above.
19. NON-DISCRIMINATION – In the performance of this Contract, CONTRACTOR shall not discriminate in its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

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

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

COMMUNITIES FOR A BETTER ENVIRONMENT

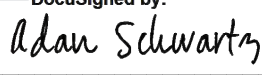
DocuSigned by:

By: _____
OFF3D018EB654A3...
Jack P. Broach
Executive Officer/APCO


By: _____
Darryl Molina Sarmiento
Executive Director/ CBE

Date: 10/4/2021

Date: 9/29/21

Approved as to form:
District Counsel

DocuSigned by:
 10/4/2021
By: _____
150A910F987E4D3...
Adan Schwartz
Acting District Counsel

Attachment A General Description of Services

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

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

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

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

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

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

RECITALS:

1. The Bay Area Air Quality Management District (“DISTRICT”) and **Communities for a Better Environment** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract for community engagement support, research, and facilitation in East Oakland (the “Contract”), which Contract was executed on behalf of CONTRACTOR on September 29, 2021, and on behalf of DISTRICT on October 04, 2021.
2. The PARTIES seek to amend the term and total Cost of the Contract because the DISTRICT seeks to continue receiving services from CONTRACTOR prescribed in the Contract and CONTRACTOR desires to provide those services.
3. The PARTIES seek to amend Task Order No. 1 executed under the Contract because DISTRICT seeks additional services under the Task Order and CONTRACTOR desires to provide those additional services.
4. In accordance with Section 29 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

TERMS AND CONDITIONS OF CONTRACT AMENDMENT:


1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 5, “Term.” The term of the Contract shall be extended so that the termination date of the Contract is now June 30, 2022.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph C of Section 9, “Agreement to Provide Services,” of the Contract to replace “\$90,000” with “\$91,244.”
3. By this Contract Amendment, DISTRICT and CONTRACTOR replace Task Order No. 1 of the Contract with the attached “Task Order No. 1-A” , and agree that all references in the Contract to Task Order No. 1 shall be deemed to refer to Task Order No. 1-A.

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

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

COMMUNITIES FOR A BETTER
ENVIRONMENT


By: DocuSigned by:

B5AE1A26FCA4453
Alexander Crockett
Interim Executive Officer/APCO

By: 
Darryl Molina Sarmiento
Executive Director/ CBE

Date: 3/30/2022

Date: 3/23/22

Approved as to form:
District Counsel

By: DocuSigned by:
 3/30/2022
150A910F987E4D3...
Adan Schwartz
Acting District Counsel

Task Order No. 1-A

Work Plan:

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

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

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

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

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

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

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

Task 2: Project Management Infrastructure

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

Deliverables: Meeting notes & agendas

Task 3: Develop Collaborative Partnership Agreement

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

Deliverables: Meeting agendas & notes, Partnership Agreement

Task 4: Scoping and Research Needs for East Oakland

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

Deliverables: Meeting agendas & notes

Task 5: Support the public process for EO nomination

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

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

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

Task 6: Steering Committee establishment

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

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

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

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

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

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

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

Task 7: Educational Engagement for Policy Makers & Elected Officials

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

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

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

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

Task Order Contact:

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

Task Order Cost:

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

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

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

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

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

Not to Exceed (NTE) Budget Overview

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

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

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

Total Task Order cost not exceed \$91,244

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

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

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **Communities for a Better Environment** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for community engagement support, research, and facilitation in East Oakland (the "Contract"), which Contract was executed on behalf of CONTRACTOR on September 29, 2021, and on behalf of DISTRICT on October 04, 2021.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated March 16, 2022, for reference purposes only, to amend the term, total cost, and Task Order No. 1.
3. The PARTIES seek to amend the term and total Cost of the Contract because the DISTRICT seeks to continue receiving services from CONTRACTOR prescribed in the Contract and CONTRACTOR desires to provide those services.
4. In accordance with Section 29 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

TERMS AND CONDITIONS OF CONTRACT AMENDMENT:

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 5, "Term." The term of the Contract shall be extended so that the termination date of the Contract is now December 31, 2023.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph C of Section 9, "Agreement to Provide Services," of the Contract to replace "\$91,244" with "\$410,000."
3. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

COMMUNITIES FOR A BETTER
ENVIRONMENT

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

By: 
Darryl Molina Sarmiento
Executive Director/ CBE

Date: 7/3/2022

Date: 6/14/22

Approved as to form:
District Counsel

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

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

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

RECITALS:

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

TERMS AND CONDITIONS OF CONTRACT AMENDMENT:

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Task Order No. 1 of the Contract, by deleting the paragraph titled “Task Order Schedule” and replacing it with the following paragraph:

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

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

COMMUNITIES FOR A BETTER
ENVIRONMENT

By: DocuSigned by:
Veronica Eady

Sharon Landers
Interim Executive Officer/APCO

By: 

Darryl Molina Sarmiento
Executive Director/ CBE

Date: 7/8/2022

Date: 6/29/22

Approved as to form:
District Counsel

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

Alexander Crockett
District Counsel

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

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

RECITALS:

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

TERMS AND CONDITIONS OF CONTRACT AMENDMENT:

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 5, “Term.” The term of the Contract shall be extended so that the termination date of the Contract is now March 31, 2025.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph C of Section 9, “Agreement to Provide Services,” of the Contract to replace “\$410,000” with “\$470,000.”

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

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

COMMUNITIES FOR A BETTER
ENVIRONMENT

By: ^{DocuSigned by:}
Philip Fine
7314B577922A48A...
Philip M. Fine
Executive Officer/APCO

By: 
Darryl Molina Sarmiento
Executive Director/ CBE

Date: 1/6/2024

Date: 1/3/23

Approved as to form:
District Counsel

By: ^{DocuSigned by:}
Alexander Crockett 1/6/2024
6DC7110552B5451
Alexander G. Crockett
District Counsel

AMENDMENT NO. 5 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2021.175

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, December 20, 2024.

RECITALS:

1. The Bay Area Air Quality Management District (“DISTRICT”) and **Communities for a Better Environment** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract for community engagement support, research, and facilitation in East Oakland (the “Contract”), which Contract was executed on behalf of CONTRACTOR on September 29, 2021, and on behalf of DISTRICT on October 04, 2021.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated March 16, 2022, for reference purposes only, to amend the term, total cost, and Task Order No. 1.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated May 24, 2022, for reference purposes only, to amend the term and total cost of the Contract.
4. The PARTIES entered into Amendment No. 3 to the Contract, dated June 28, 2022, for reference purposes only, to amend the Task Order No. 1 executed under the Contract.
5. The PARTIES entered into Amendment No. 4 to the Contract, dated November 13, 2023, for reference purposes, to amend the term and total cost of the Contract.
6. The PARTIES seek to amend the term and total Cost of the Contract because the DISTRICT seeks to continue receiving services from CONTRACTOR prescribed in the Contract and CONTRACTOR desires to provide those services.
7. The PARTIES additionally seek to update the Performance Requirements to update and clarify CONTRACTOR’s responsibilities under the Contract.
8. In accordance with Section 29 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

TERMS AND CONDITIONS OF CONTRACT AMENDMENT:

1. By this Contract Amendment, DISTRICT and CONTRACTOR replace Section 4, "Performance Requirements" with the following:
 - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
 - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
 - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT's Conflict of Interest Code.
 - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
 - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
 - F. CONTRACTOR agrees to complete a workplace training on preventing a hostile work environment (including illegal discrimination, harassment, and bullying). The training must either be provided by or approved by DISTRICT. Within sixty (60) days of execution of this Contract, CONTRACTOR must provide the DISTRICT a certificate of completion or other proof of completion of the training for each employee who will regularly work with DISTRICT staff and/or Community Steering Committee members. If additional employees are hired or assigned to regularly work with DISTRICT staff and/or Community Steering Committee members after this Contract is executed, CONTRACTOR shall have sixty (60) days from the date of each employee's hiring or assignment to provide that employee's certificate of completion or other proof of completion. CONTRACTOR shall send the certificates of completion or other proof of completion to HR_Staff@baaqmd.gov.
 - G. CONTRACTOR understands and recognizes that the AB 617 community emissions reduction program development process requires a partnership between the DISTRICT, its contractors, and Community Steering Committee members. CONTRACTOR agrees to collaboratively partner with the DISTRICT to effectuate the objectives and requirements of AB 617.
 - H. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraphs A-G above.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 5, "Term." The term of the Contract shall be extended so that the termination date of the Contract is now May 31, 2026.

3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph C of Section 9, "Agreement to Provide Services," of the Contract to replace "\$470,000", applicable under Amendment No. 4, with "\$674,461.00."
4. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

COMMUNITIES FOR A BETTER
ENVIRONMENT

By: _____
Philip M. Fine
Executive Officer/APCO

By: _____
Darryl Molina Sarmiento
Executive Director/ CBE

Date: _____

Date: _____

Approved as to form:

By: _____
Alexander G. Crockett
General Counsel

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: February 5, 2025

Re: Authorization to Execute a Grant Agreement with the West Oakland Environmental Indicators Project to Continue the Implementation of the Community Emissions Reduction Plan (CERP) for West Oakland

RECOMMENDED ACTION

Recommend the Board of Directors authorize the Executive Officer/APCO to execute the Air District’s Grant Agreement with the West Oakland Environmental Indicators Project (WOEIP) in the amount of \$612,000. The two-year Grant Agreement will support activities, coordination, project administration, facilitation, and stakeholder engagement focused on the implementation of the West Oakland Clean Air Plan strategies.

BACKGROUND

Owning Our Air: The West Oakland Community Action Plan (WOCAP) is the Community Emissions Reduction Plan (CERP) developed to reduce the health effects of air pollution in West Oakland. The WOCAP was adopted in 2019 and on December 31, 2024, completed its fifth year of implementation and its five-year annual report (October 2024). The WOCAP reflects a joint effort between WOEIP and the Air District.

In 2025, WOEIP is the sole lead organization working with the WOCAP Steering Committee, a group of residents, researchers/academics, public agencies (including the Air District), non-profits, and community institutions to track, monitor, and report on the status of implementation of WOCAP strategies.

The Air District and WOEIP have been partnering on community-centered air quality issues and policymaking in West Oakland for many years, starting well before the passage of Assembly Bill (AB) 617. Additionally, WOEIP is a recognized leader in the community, working on air quality and environmental justice issues by educating and organizing community members, conducting research, and advocating for environmental justice to the District in West Oakland.

From September 1, 2020 through December 31, 2024, the Air District entered a contractual partnership with WOEIP totaling \$427,000 over a four-year period as a Co-Lead to the WOCAP Community Steering Committee (CSC).

DISCUSSION

For years six and seven (2025 – 2026), implementation of the CERP WOEIP will focus its efforts on continuing implementation of sixteen (16) WOEIP and CSC led WOCAP strategies. WOEIP will track, monitor, and report on the implementation of these strategies. WOEIP will also be responsible for all reporting and project administration as well as stipend disbursement to the CSC Members.

WOEIP will also be required to facilitate and host the committee meetings and dedicated working sessions, stakeholder engagement, and provide reporting for all aspects of this work to the Air District.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funds for this Grant Agreement are included in the Program 617 Fiscal Year Ending (FYE) 2025 budget and will be accounted for in the proposed FYE 2026 budget. The funding for this agreement will be supported with AB 617 Community Air Protection Program Implementation funds.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Diana Ruiz
Reviewed by: Arsenio Mataka

ATTACHMENT(S):

1. Draft West Oakland Environmental Indicators Project 2025.013 Grant Agreement

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

GRANT AGREEMENT

GRANT NO. 2025.013

I. RECITALS

- A. PARTIES - The parties to this Agreement (“Agreement”) are the Bay Area Air Quality Management District (“DISTRICT”) whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and West Oakland Environmental Indicators Project (“GRANTEE”) whose address is 349 Mandela Parkway, Oakland, CA 94607.
- B. DISTRICT is the local agency whose primary responsibility is regulating stationary sources of air pollution within its jurisdiction in the State of California. DISTRICT is authorized to enter into this Agreement under California Health and Safety Code Sections 40701.
- C. GRANTEE has partnered with DISTRICT for five years to implement the measures contained in the West Oakland Community Emission Reduction Plan (“CERP”), otherwise known as the West Oakland Community Action Plan (“WOCAP”).
- D. GRANTEE seeks to continue implementing outstanding measures in the WOCAP for the air quality and public health benefit of the West Oakland community, and for the benefit of the San Francisco Bay Area, as a whole.
- E. Assembly Bill 617 (AB 617) and California Air Resources Board’s (“CARB”) Blueprint 2.0 encourage air districts throughout the State of California to support community-led efforts to improve local air quality and public health.
- F. Health and Safety Code Section 44391.2(d) states that grants to community-based organizations are an appropriate mechanism for implementing AB 617.
- G. DISTRICT desires to award GRANTEE a grant to perform the activities described in Attachment A, Work Plan.
- H. All parties to this Agreement have had the opportunity to have the Agreement reviewed by an attorney, should they so choose.

II. TERMS AND CONDITIONS

- A. This Agreement shall become effective upon the latter date of execution by both PARTIES and shall continue in full force and effect for 730 days thereafter, unless further extended by amendment of this Agreement in writing, or terminated earlier.
- B. DISTRICT shall have the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days written notice to GRANTEE. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of delivery of the notice of termination, and shall be delivered in accordance with the provisions of section K below. Immediately upon receipt of the notice of termination,

GRANTEE shall cease all activities under this Agreement, except such activities as are specified in the notice of termination. Within forty-five (45) days of receipt of written notice, GRANTEE is required to:

1. Submit a final written report describing all work performed by GRANTEE;
 2. Submit an accounting of all grant funds expended up to and including the date of termination; and,
 3. Reimburse DISTRICT for any grant funds that have not yet been expended on work included in the Work Plan.
- C. DISTRICT may terminate this Agreement and be relieved of any payments should GRANTEE fail to perform the requirements of this Agreement at the time and in the manner herein provided.
- D. NO AGENCY RELATIONSHIP CREATED / INDEPENDENT CAPACITY - GRANTEE and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of DISTRICT, and nothing herein shall be construed to be inconsistent with that relationship or status.
- E. DISTRICT shall not have the right to direct or control the activities of GRANTEE in performing the services provided herein.
- F. CONTRACTORS / SUBCONTRACTORS / SUBGRANTEES
1. GRANTEE shall be entitled to make use of its own staff and such contractors, subcontractors, and subgrantees as are mutually acceptable to GRANTEE and DISTRICT. Any change in contractors, subcontractors, or subgrantees must be mutually acceptable to the parties. Immediately upon termination of any such contract, subcontract, or subgrant, GRANTEE shall notify DISTRICT.
 2. Nothing contained in this Agreement or otherwise, shall create any contractual relation between DISTRICT and any contractors, subcontractors, or subgrantees of GRANTEE, and no agreement with contractors, subcontractors, or subgrantees shall relieve GRANTEE of its responsibilities and obligations hereunder.
 3. GRANTEE agrees to be as fully responsible for the acts and omissions of its contractors, subcontractors, and subgrantees and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by GRANTEE. GRANTEE's obligation to pay its contractors, subcontractors, and subgrantees is an independent obligation from DISTRICT's obligation to make payments to GRANTEE. As a result, DISTRICT shall have no obligation to pay or to enforce the payment of any moneys to any contractor, subcontractor, or subgrantee.
- G. INSURANCE
- GRANTEE shall maintain the following insurance:
1. Workers' compensation and employers' liability insurance as required by California law or other applicable statutory requirements.

2. 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.
 3. Business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles. If GRANTEE is a sole proprietor, GRANTEE may meet this insurance requirement with personal automobile liability insurance carrying a business use endorsement or by demonstrating to the satisfaction of DISTRICT that business use is covered under the GRANTEE'S personal automobile liability insurance. A GRANTEE using only rental vehicles in performing work under this Grant may meet this insurance requirement by purchasing automobile liability insurance in the required coverage amount from the rental agency.
- H. INDEMNIFICATION - GRANTEE agrees to indemnify, defend, and hold harmless DISTRICT, its officers, employees, agents, representatives, and successors-in-interest against any and all liability, demands, claims, costs, losses, damages, recoveries, settlements, and expenses (including reasonable attorney fees) that DISTRICT, its officers, employees, agents, representatives, and successors-in-interest may incur or be required to pay arising from the death or injury of any person or persons (including employees of GRANTEE), or from destruction of or damage to any property or properties, caused by or connected with the performance of this Agreement by GRANTEE, its employees, subcontractors, subgrantees, or agents.
- I. PAYMENT
1. DISTRICT agrees to award GRANTEE a grant of \$612,000.00 for the activities described in Attachment A, Work Plan. This grant shall be payable in six (6) installments, as follows:
 - a. \$153,000.00 within thirty (30) days after the execution of the Agreement;
 - b. \$97,700.00 within thirty (30) days following DISTRICT receipt and approval of GRANTEE's semi-annual Progress Report due June 30, 2025;
 - c. \$97,700.00 within thirty (30) days following DISTRICT receipt and approval of GRANTEE's semi-annual Progress Report due December 31, 2025;
 - d. \$97,700.00 within thirty (30) days following DISTRICT receipt and approval on GRANTEE's semi-annual Progress Report due June 30, 2026;
 - e. \$97,700.00 within thirty (30) days following DISTRICT receipt and approval of GRANTEE's semi-annual Progress Report due December 31, 2026; and
 - f. \$68,200.00 within thirty (30) days following DISTRICT's receipt and approval of the Final Report due by March 31, 2027.
 2. GRANTEE shall carry out the work described in the Work Plan and shall obtain DISTRICT's written approval of any changes or modifications to the Work Plan prior to performing or incurring costs for the changed work. GRANTEE shall not expend any grant funds for any

work that is not included in the Work Plan (including any changes or modifications approved in writing by DISTRICT).

3. Payment will be made only to GRANTEE.
- J. AUTHORIZED REPRESENTATIVE - GRANTEE shall continuously maintain a representative vested with signature authority authorized to work with DISTRICT on all grant-related issues. GRANTEE shall, at all times, keep DISTRICT informed as to the identity of the authorized representative.
- K. NOTICES AND REPORTS - All notices and reports that are required under this Agreement (including those listed in Part 2 of Attachment A) shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party and reports 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. Notices and reports shall be in writing sent by email, or regular first-class mail. In the case of email communications, a valid notice and/or report shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. Email 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 email communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notices and/or reports shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

DISTRICT: Bay Area Air Quality Management District
375 Beale Street, Suite 600
San Francisco, CA 94105
Attn: Diana Ruiz
Email: druiz@baaqmd.gov

GRANTEE: West Oakland Environmental Indicators Project
349 Mandela Parkway
Oakland, CA 94607
Attn: Brian Beveridge
Cc: Nicole Merino Tsui
Email bbeveridge@woeip.org
Cc: nicole@woeip.org

- L. ADDITIONAL PROVISIONS - All attachment(s) to this Agreement are expressly incorporated herein by this reference and made a part hereof as though fully set forth.
- M. ACKNOWLEDGEMENTS - GRANTEE shall acknowledge DISTRICT support each time the activities funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material. The acknowledgement of DISTRICT support must state "Funded by a Grant from the Bay Area Air Quality Management District." Initials or abbreviations for DISTRICT shall not be used.

- N. ADVERTISING / PUBLIC EDUCATION –Upon request by the DISTRICT, GRANTEE shall submit copies of all draft public education or advertising materials to DISTRICT for review and approval prior to GRANTEE’s use of such materials.
- O. FINANCIAL MANAGEMENT SYSTEM - GRANTEE shall be responsible for maintaining an adequate financial management system and will immediately notify DISTRICT when GRANTEE cannot comply with the requirements in this section. GRANTEE’s financial management system shall provide for:
1. Financial reporting: accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the grant.
 2. Accounting records: records that adequately identify the source and application of funds for DISTRICT-supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income.
 3. Internal control: effective internal and accounting controls over all funds, property and other assets. GRANTEE shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
 4. Budget control: comparison of actual expenditures or outlays with budgeted amounts for each grant.
 5. Allowable cost: procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal and state requirements.
 6. Source documentation: accounting records that are supported by source documentation.
 7. Cash management: procedures to minimize the time elapsing between the advance of funds from DISTRICT and the disbursement by GRANTEE, whenever funds are advanced by DISTRICT.

DISTRICT may review the adequacy of the financial management system of GRANTEE at any time subsequent to the award of the grant. If DISTRICT determines that GRANTEE’s accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by DISTRICT upon written notice to GRANTEE, until such time as the system meets with DISTRICT approval.

- P. AUDIT / RECORDS ACCESS - GRANTEE agrees that DISTRICT shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. If this Agreement exceeds \$10,000, pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of GRANTEE, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. GRANTEE

hereby agrees to make such records available during normal business hours for inspection, audit, and reproduction by any duly authorized agents of the State of California or DISTRICT. GRANTEE further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized agents of the State of California or DISTRICT. All examinations and audits conducted under this section shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.

- Q. FORFEIT OF GRANT FUNDS / REPAYMENT OF FUNDS IMPROPERLY EXPENDED - If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, DISTRICT, at its sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring GRANTEE to forfeit the unexpended portion of the grant funds and/or to repay to DISTRICT any funds improperly expended.
- R. COMPLIANCE - GRANTEE shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. GRANTEE shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. GRANTEE shall maintain compliance with such requirements throughout the grant period. GRANTEE shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. GRANTEE or GRANTEE's fiscal sponsor, if applicable, shall maintain its 501(c)(3) designation throughout the Agreement term. Any deviation from the requirements of this section shall result in non- payment of grant funds.
- S. CONFIDENTIALITY – In order to carry out the purposes of this Agreement, GRANTEE may require access to certain of DISTRICT's confidential information (including trade secrets, inventions, confidential know-how, confidential business information, and other information that DISTRICT considers confidential) (collectively, "Confidential Information"). It is expressly understood and agreed that DISTRICT may designate in a conspicuous manner Confidential Information that GRANTEE obtains from DISTRICT, and GRANTEE agrees to:
1. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any other person or entity in any manner whatsoever, except that such disclosure or access shall be permitted to employees of GRANTEE requiring access in fulfillment of the services provided under this Agreement.
 2. Ensure that GRANTEE's officers, employees, agents, representatives, subgrantees, and independent contractors are informed of the confidential nature of such information and to assure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.

3. 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.
4. Notify DISTRICT promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof by any person or entity other than those authorized by this section. Take at GRANTEE's expense, but at DISTRICT's option and in any event under DISTRICT's control, any legal action necessary to prevent unauthorized use of such information by any third party or entity which has gained access to such information at least in part due to the fault of GRANTEE.
5. 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.
6. Prevent access to such materials by a person or entity not authorized under this Agreement.
7. Establish specific procedures in order to fulfill the obligations of this section.

T. PUBLICATION

1. DISTRICT shall approve in writing any report or other document prepared by GRANTEE in connection with performance under this Agreement prior to dissemination or publication of such report or document to a third party. DISTRICT may waive in writing its requirement for prior approval.
2. Until approved by DISTRICT, any report or other document prepared by GRANTEE shall include on each page a conspicuous header, footer, or watermark stating "DRAFT – Not Reviewed or Approved by Bay Area Air District," unless DISTRICT has waived its requirement for prior approval pursuant to paragraph 1 of this section.
3. Information, data, documents, or reports developed by GRANTEE for DISTRICT, pursuant to this Agreement, shall be part of DISTRICT's public record, unless otherwise indicated. GRANTEE may use or publish, at its own expense, such information, provided DISTRICT approves use of such information in advance.
4. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Agreement.

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

5. GRANTEE shall inform its officers, employees, subgrantees, and subcontractors involved in the performance of this Agreement of the restrictions contained herein and shall require compliance with the above.
- U. PROPERTY AND SECURITY - Without limiting GRANTEE's obligations with regard to security, GRANTEE shall comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT's premises.
- V. ASSIGNMENT - No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Agreement to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.
- W. WAIVER - No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a party to enforce performance by the other party of any term, covenant, or condition of this Agreement, and the failure of a party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.
- X. FORCE MAJEURE - Neither DISTRICT nor GRANTEE shall be liable for or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the services, or other causes, except financial, that are beyond the reasonable control of DISTRICT or GRANTEE, for a period of time equal to the period of such force majeure event, provided that the party failing to perform notifies the other party within fifteen calendar days of discovery of the force majeure event, and provided further that that party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to party's own action or inaction, then such cause shall not excuse that party from performance under this Agreement.
- Y. SEVERABILITY - If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them will not be affected.
- Z. HEADINGS - Headings on the sections and paragraphs of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.
- AA. COUNTERPARTS/FACSIMILES/SCANS – This Contract may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an

original, and all of which together shall constitute the same contract. The parties may rely upon a facsimile copy or scanned copy of any party's signature as an original for all purposes.

- BB. GOVERNING LAW - Any dispute that arises under or relates to this Agreement shall be governed by California law, excluding any laws that direct the application to another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Agreement, including mediation, shall be San Francisco, California.
- CC. ENTIRE AGREEMENT AND MODIFICATION - This Agreement represents the final, complete, and exclusive statement of the agreement between the parties and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Agreement may only be amended by mutual agreement of the parties in writing and signed by both parties.
- DD. SURVIVAL OF TERMS - The provisions of sections H (Indemnification), P (Audit / Records Access), Q (Forfeit of Grant Funds / Repayment of Funds Improperly Expended), S (Confidentiality), T (Publication), and BB (Governing Law) shall survive the expiration or termination of this Agreement.
- EE. INELIGIBLE COSTS FOR FUNDING - Ineligible costs for funding include, but are not limited to, lobbying or advocacy activities relating to any federal, state, regional, or local legislative, quasi-legislative, adjudicatory, or quasi-judicial proceeding involving development or adoption of statutes, guidelines, rules, regulations, plans or any other governmental proposal, or involving decisions concerning siting, permitting, licensing, or any other governmental action.
- FF. GRANTEE agrees to complete a workplace training on preventing a hostile work environment (including illegal discrimination, harassment, and bullying). The training must either be provided by or approved by DISTRICT. Within sixty (60) days of execution of this Agreement, GRANTEE must provide the DISTRICT a certificate of completion or other proof of completion of the training for each employee who will regularly work with DISTRICT staff and/or Community Steering Committee members. If additional employees are hired or assigned to regularly work with DISTRICT staff and/or Community Steering Committee members after this Agreement is executed, GRANTEE shall have sixty (60) days from the date of each employee's hiring or assignment to provide that employee's certificate of completion or other proof of completion. GRANTEE shall send the certificates of completion or other proof of completion to HR_Staff@baaqmd.gov.
- GG. GRANTEE understands and recognizes that the AB 617 community emissions reduction program development process requires a partnership between the DISTRICT, its contractors, and Community Steering Committee members. GRANTEE agrees to collaboratively partner with the DISTRICT to effectuate the objectives and requirements of AB 617.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

WEST OAKLAND ENVIRONMENTAL INDICATORS

By: _____
Philip M. Fine
Executive Officer/APCO

By: _____
Brian Beveridge
Co-Director

Date: _____

Date: _____

Approved as to form:

By: _____
Alexander G. Crockett
General Counsel

DRAFT

ATTACHMENT A

WORK PLAN FOR IMPLEMENTATION OF THE WEST OAKLAND COMMUNITY EMISSIONS REDUCTION PLAN (WOCAP) DURING IMPLEMENTATION YEARS SIX AND SEVEN

Overview:

Assembly Bill 617 (AB 617) is a State-mandated program that uses a community-based approach to reduce local air pollution in disproportionately impacted communities. This program aims to improve community health by reducing exposure to local air pollution sources in the most impacted neighborhoods through the development of Community Emission Reduction Plans (CERP). *Owning Our Air: The West Oakland Community Action Plan* (WOCAP) is the CERP developed to reduce the health effects of air pollution in West Oakland. The WOCAP was adopted in 2019 and on December 31, 2024, completed its fifth year of implementation and its five-year annual report (October 2024). The report highlights progress made over five years of implementation (2020 – 2024) and includes revisions and closed out strategies.

The WOCAP reflects a joint effort between GRANTEE and DISTRICT. GRANTEE is now the sole lead organization working with the WOCAP Steering Committee, a group of residents, researchers/academics, public agencies (including the DISTRICT), non-profits, and community institutions to track, monitor, and report on the status of implementation of WOCAP strategies.

PART 1: TASKS

Task 1: Implementation, Tracking, and Monitoring of WOCAP Strategies

- 1.1 During the two years from the date of execution by both parties, GRANTEE shall implement, track and monitor WOCAP implementation strategies for which GRANTEE is designated as lead, one of multiple leads, or for which the WOCAP Community Steering Committee (CSC) is designated as lead, as set forth below:
 - 1.1.1. Implement the green infrastructure project between Interstate I-880 and the Prescott neighborhood (Strategy #12, lead: GRANTEE)
 - 1.1.2. Study the effects of street sweeping (Strategy #59, lead: GRANTEE)
 - 1.1.3 Continue to actively participate in the Sustainable Port Collaborative and in the Community Electrification Workgroup to make progress on electrifying Port operations, addressing nuisance complaints, truck parking and idling (Strategy #21, lead: GRANTEE, Port of Oakland (Port), DISTRICT)
- 1.2 During the two years from the date of execution by both parties, GRANTEE shall further track, monitor, and report progress on the implementation of the following strategies, as revised by the WOCAP Fifth Year Annual Report:
 - 1.2.1 Create and Adopt a Health in All Policies framework to better consider the health benefits and impacts of proposed plans, policies, and programs. (Strategy #76; lead: WOCAP CSC)

- 1.2.2 Reduce the impact of transport trucks (Strategy #67)
- 1.2.3 Call for agencies to work together to advocate for and fund electrification of rail industry (Strategy #64, #65)
- 1.2.4 Call for the Port of Oakland to study the truck traffic and public health impacts from larger container ships, (Strategy #43)
- 1.2.5 Continue the work of “greening” the shipping industry (Strategy #63)
- 1.2.6 Analyze odors from East Bay Municipal Utility District (EBMUD) (Strategy #FSM-4)
- 1.2.7 Study the impacts of toxic air contaminants and cumulative exposure (Strategy #82)
- 1.2.8 Create a smoking ban in residential buildings in Oakland (Strategy #77)
- 1.2.9 Use participatory budgeting for investments in environmental justice neighborhoods in Oakland (Strategy #79)
- 1.2.10 Increase marketing of West Oakland health clinics and resources (Strategy #85).
- 1.2.11 Optimizing the Port’s appointment system (Strategy #FSM-6)
- 1.2.12 Assess trucks parked in the Caltrans right-of-way (Strategy #7)
- 1.2.13 Implement truck traffic calming improvements (Strategy #40)

Task 1: Reporting Deliverables

- Report on the outcome of the implementation of strategies listed in 1.1.1 through 1.1.3 and 1.2.1 through 1.2.13 above
- Report on changes (if any) on strategies listed in 1.1.1 through 1.1.3 and 1.2.1 through 1.2.13 above and efforts made to inform strategies that are in progress

Task 2: Project Administration

- 2.1 GRANTEE shall provide project administration including all necessary project administration for third party consultants and accomplish the following tasks:
 - 2.1.1. Convene and attend meetings, task coordination, phone calls, project partner coordination and all planning activities
 - 2.1.2. Maintain a shared filing system with DISTRICT and further provide DISTRICT with its file naming conventions.

- 2.1.3. For meetings held to effectuate this work plan, ensure that designated DISTRICT staff have access to meeting agendas, and summaries of notes to be used for internal meetings, community steering committee meetings, work sessions and meetings with partner groups.
 - 2.1.3. Maintain a meeting participation tracking tool and community protocol to monitor meeting attendance and interaction at the meetings.
 - 2.1.4. Identify and utilize locations that are in West Oakland and accessible by public transit for all in-person meetings. Virtual meeting videoconference platforms shall be evaluated based on ease of use, interactive capabilities, potential networking features, and ability to connect to multiple devices.
- 2.2. GRANTEE shall provide stipends to CSC Members, as follows:
- 2.2.1. GRANTEE shall coordinate and process stipend payments to eligible CSC members and community/resident participants within thirty (30) days of the meeting and/or activity eligible for a stipend. GRANTEE shall allocate up to \$20,000 of funds per year for stipends.
 - 2.2.2. GRANTEE shall pay eligible CSC members and community/resident participants the stipend amount of \$75 per hour of meeting attended (or \$150 per monthly Steering Committee or Implementation meetings, Town Halls, etc.). All stipend payments must be made within 30 days of the meeting and/or activity eligible for a stipend payment.
 - 2.2.3. GRANTEE shall administer and maintain the stipend program and protocol utilizing the participant tracking system described in 2.1 to administer stipends and Internal Revenue Service Form –1099 to Steering Committee participants. GRANTEE shall process and distribute stipends to participants via a payment platform that provides a payment statement to recipients and generates a record of payments made (e.g., Zelle, Gusto, Venmo, etc.). GRANTEE shall track all stipends that have been distributed monthly and include stipend expenditures in the semi-annual and final reports.

Task 2: Reporting Deliverables

- Provide the DISTRICT with each meeting agendas and post-meeting summaries
- Provide videoconference platform for virtual meetings (i.e., Zoom) and all other communication platforms needed to facilitate the meetings
- Maintain meeting participant/Steering Committee attendance tracking tool (e.g., Excel spreadsheet)
- Provide all logistical and scheduling services for all in-person meetings
- Provide DISTRICT with a list of stipend recipients and the amounts of stipends distributed via the payment platform, along with the record of payments.
- For each applicable tax year, issue Form 1099-MISC to applicable stipend recipients by January 31 of the following year

Task 3: Facilitate and Host Steering Committee Meetings and Dedicated Working Sessions

- 3.1 GRANTEE shall convene, host, and facilitate monthly meetings, alternating between bi-monthly Steering Committee and bi-monthly Working Sessions for CSC members and CERP stakeholders, as follows:
 - 3.1.1. GRANTEE shall provide an in-person option for CSC members.
 - 3.1.2. GRANTEE shall secure a venue that is American Disabilities Act (ADA) accessible and accessible by public-transit, or provide virtual weblink for meetings
 - 3.1.3. GRANTEE shall send an email to CSC members at least forty-eight (48) hours in advance of each meeting informing them of an upcoming meeting, perform outreach, develop and provide in meeting trainings, develop meeting flow design, arrange for presentations, facilitate discussion and document the CSC process.
 - 3.1.4. GRANTEE shall generally hold CSC meetings in person at a secured venue in West Oakland. Alternatively, meetings may be held virtually through videoconference platforms (Zoom, Google Meet, etc.) when necessary.
 - 3.1.5. GRANTEE shall hold these meetings for a minimum of one (1) hour but can last up to three (3) hours.
 - 3.1.6. GRANTEE shall host work sessions that provide training related to WOCAP strategies and the completion of the implementation of those strategies.
 - 3.1.7. GRANTEE shall facilitate and handle all logistics for these meetings
 - 3.1.8. GRANTEE shall provide meals and non-alcoholic beverages for stakeholders at in-person Steering Committee meetings, at a cost of up to \$600 per meeting or up to \$30 per person, whichever is less.
 - 3.1.9. GRANTEE may spend up to four (4) hours preparing leadership development and meeting facilitation trainings.
 - 3.1.10. GRANTEE may take up to two (2) hours to deliver leadership development and meeting facilitation training to all Steering Committee meeting attendees.

Task 3: Reporting Deliverables

- Provide DISTRICT with email announcements sent to Steering Committee and interested parties at least forty-eight (48) hours in advance of each Steering Committee meeting.
- Report on each meeting participation of CSC members
- Provide DISTRICT with copies of each meeting presentations pertaining to the implementation of WOCAP strategies
- Provide DISTRICT with contracts/agreements securing venues for meetings and documentation of food and beverages (no alcoholic beverages) for in-person meetings and training programs (as needed).
- Report on facilitation of all publicly accessible meetings (i.e., CSC meetings) and working sessions (closed sessions)

- Report on public/community participation in CSC Meetings
- Provide DISTRICT with copies of GRANTEE’s meeting publicity plan and workshop announcements.
- Provide DISTRICT with copies of each workshop agenda, materials, and presentations.

Task 4: Tracking Progress on Implementation of Strategies

- 4.1. GRANTEE shall continue tracking overall progress on implementing WOCAP Strategies and air pollution reduction. GRANTEE shall accomplish the following tasks:
- 4.1.1. Keep the WOCAP tracking tool up to date
 - 4.1.2. Track partner (an entity or an organization) progress on strategies
 - 4.1.3. Track progress on GRANTEE and other community-led strategies (see list above)
 - 4.1.4. Track enforcement progress (i.e., DISTRICT, CARB, OakDot etc..)
 - 4.1.5. Track strategies that move from progress to completed

Task 4: Reporting Deliverables

- GRANTEE shall update its on-line WOCAP tracking tool twice annually (i.e., includes updates on strategies moving from progress to completed) and provide documentation of such updates to the DISTRICT by 5pm on June 30, 2025 and June 30, 2026 and December 31, 2025 and December 31, 2026, as required in Part 2 (Reporting) below.
- GRANTEE shall submit an Excel tracking sheet of partner progress pertaining to strategies to DISTRICT by 5pm on December 31, 2025 and December 31, 2026.
- GRANTEE shall submit an Excel tracking sheet on community-led strategies that includes GRANTEE-related strategies by 5pm on December 31, 2025 and December 31, 2026.
- GRANTEE shall provide copies of meeting agendas and presentations devoted to progress on enforcement-related strategies in the WOCAP.

Task 5: Stakeholder Engagement

- 5.1 Future stakeholder engagement activities during the term of this Agreement will be informed by GRANTEE and WOCAP partners. GRANTEE shall continue to practice a community-centered collaborative process to achieve environmental justice goals related to air quality. GRANTEE shall accomplish the following activities:
- 5.1.1. Conduct resident education and engagement including attending community events and other meetings to share information about air quality and the WOCAP initiatives and/or disseminating education and outreach materials.
 - 5.1.2. Conduct outreach to resident and other stakeholder participation in the WOCAP process where appropriate to broaden and deepen WOCAP.
 - 5.1.3. Leadership development and training: Create and deliver trainings for residents and other WOCAP stakeholders/partners to deliver pertinent trainings

- 5.1.4. Coalition Building: Engage and empower West Oakland Community Based Organizations (CBOs) and institutions about the WOCAP and increase their involvement in targeted strategies

Task 5: Reporting Deliverables

- Provide DISTRICT with a list of meetings that includes the date of the engagement event, who hosted the event, event agenda, and the details of the materials shared at the event.
- Provide DISTRICT with an outreach list of who was contacted, date of contact, forum/event where contact was made, and GRANTEE staff member who initiated the contact.
- Provide DISTRICT with a list of trainings completed, list of attendees, including all entities that performed the training (i.e., WOCAP members), date of training, include agenda for each training, number of attendees.
- Provide DISTRICT with a list of attendees that include affiliation (i.e., CBOs, Institutions, and other public entities) that are part of coalition building efforts, include date of contact including affiliation information, number of attendees, and meeting outcomes.

PART 2: REPORTING TO DISTRICT

2.1 Semi-Annual Jobs and Outreach Events Data Reports

GRANTEE shall be responsible for providing to DISTRICT 1) jobs data report for GRANTEE, 2) jobs data report(s) for all contractors that receive funds under this Agreement and 3) an outreach events data report to DISTRICT as set forth in the reporting cycles below.

2.2 Reporting Cycles

GRANTEE shall provide jobs and outreach events data must be reported for the five reporting cycles from date of execution of Agreement – April 30, 2025, May 1 - October 31, 2025, November 1 – April 30, 2026, May 1 – October 31, 2026, and November 1 – the expiration date of Agreement. The jobs and outreach events data reporting cycles are as follows:

Cycle	Time Frame	Due Date
1	Date of execution of Agreement through April 30, 2025	May 15, 2025
2	May 1, 2025 through October 31, 2025	November 15, 2025
3	November 1, 2025 through April 30, 2026	May 15, 2026
4	May 1, 2026 through October 31, 2026	November 15, 2026
5	November 1, 2026 through the expiration of the Agreement	March 31, 2027

2.3 Jobs Data Report

GRANTEE shall complete the table labeled “jobs data” (DISTRICT will provide the “Jobs_Contractors” reporting template). GRANTEE shall aggregate jobs data by position, (i.e., report all data by position or position category), (e.g., community engagement specialist, outreach coordinator, etc.). For the “Total Work Hours” in the “Jobs_Contractors” reporting template, GRANTEE shall estimate total hours through the end of the reporting periods. GRANTEE shall include the following data:

- **Position/Job Title:** List all positions in your organization that are funded, in part or wholly, by this grant AGREEMENT.
- **Required Education for Each Position:** select the number of years of education required for each position. Use one of the following categories in the template:
 - Less than High School
 - High School completed
 - Apprenticeship or other professional certification
 - Associates degree completed
 - 4-year college degree completed
 - Graduate school completed
- **Required Experience for Each Position:** For each position listed in the table, select the number of years of experience required for the position. Use one of the following categories (Please use the drop-down menu for the categories):
 - <1 Year
 - 1-2 Years
 - 3-5 Years
 - 5-10 Years
 - 10+Years
- **Total Work Hours:** For each position listed in the table, enter the total number of hours worked in the time period by everyone in the specified position. Hours reported should only be those related to the project funded under this Agreement.
- **Average Hourly Wage:** For each position listed in the table, enter the average hourly wage for the position, in dollars.
- **Employer Paid Health Insurance:** For each position listed in the table, select from drop down list either “yes” or “no” as to whether the position includes employer paid health insurance (Please use the drop-down menu for the categories).
- **Paid Leave:** For each position listed in the table, select from drop down list either “yes” or “no” as to whether the position includes paid leave, such as vacation, holiday, sick or other paid leave (Please use the drop-down menu for the categories).

- **Retirement Benefits:** For each position listed in the table, select from drop down list either “yes” or “no” as to whether the position includes retirement benefits (Please use the drop-down menu for the categories).

2.4 Outreach Events Data Reports

GRANTEE shall include in the outreach events data reports CSC meetings and/or workshops and any other events the GRANTEE facilitates. DISTRICT shall provide GRANTEE with the “outreach events” reporting template. The GRANTEE shall include the following information in the outreach events data report:

- **Public Transparency and Outreach Events:** For each event listed in the table GRANTEE shall include the following details:
 - Date
 - Subject of Meeting
 - City (location)
 - Number of Attendees
 - Remote (Yes/No/Hybrid)

2.5 Semi Annual Progress Reports to DISTRICT

GRANTEE shall submit semi-annual progress reports to DISTRICT by 5pm Pacific Time on June 30, 2025 and December 31, 2025 and June 30, 2026 and December 31, 2026. The GRANTEE’s progress reports shall include the information listed in Reporting Deliverables for Tasks 1-5 and all grant fund expenditures under this Agreement, including indirect costs.

2.6 Final Report to DISTRICT

GRANTEE must submit a Final Report to DISTRICT by no later than 5pm on March 31, 2027. In addition to the required information contained in the semi-annual report, the Final Report shall also include an accounting summary documenting GRANTEE’s expenditure of the \$612,000 in grant funds under this Agreement, including those for indirect costs, a summary of how the goals of the Agreement have been achieved, and lessons learned. GRANTEE shall also include in the Final Report any future project considerations for other AB 617 communities in year 6 and 7 of CERP implementation. Reports must be submitted electronically to Diana Ruiz, Manager, Community Engagement Office, at atruiz@baaqmd.gov.

PART 3: STAFF TRAININGS

3.1 Workplace Training

GRANTEE agrees to complete a workplace training on preventing a hostile work environment (including illegal discrimination, harassment, and bullying). The training must either be provided by or approved by DISTRICT. Within sixty (60) days of execution of the Agreement between GRANTEE and DISTRICT, GRANTEE must provide the DISTRICT a certificate of completion or other proof of completion of the training for each employee who will regularly work with DISTRICT staff and/or CSC members. If additional employees are hired or assigned to regularly work with DISTRICT staff and/or CSC members after the Agreement is executed, GRANTEE shall have sixty (60) days from the date of each employee’s

hiring or assignment to provide that employee's certificate of completion or other proof of completion. CONTRACTOR shall send the certificates of completion or other proof of completion to HR_Staff@baaqmd.gov.

Task 3.1: Reporting Deliverable

Certificate of completion or proof of completion emailed to HR_Staff@baaqmd.gov for each GRANTEE employee and for all contractors that receive funds under this Agreement.

DRAFT

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
 Memorandum

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

From: Philip M. Fine
 Executive Officer/APCO

Date: February 5, 2025

Re: Authorization to Execute Software Development and Maintenance Contracts

RECOMMENDED ACTION

Recommend that the Board of Directors authorize the Executive Officer/APCO to execute contracts for software development and maintenance services in a total combined amount not to exceed \$4.371 million over the 18-month period beginning February 2025 as listed in Table 1. Authorization of these contracts was recommended by the Finance and Administration Committee at its December 18, 2024, meeting.

Table 1 Requested Authorization

Vendor	Procurement Method	Service Description	Not to Exceed for this Authorization
ClearSparc	RFQ# 2024-009	Software Design, Development, and DevOps Services	\$1,515,000
DVBE	RFQ# 2024-009	Software Development Supporting Services	\$2,232,000
Oshyn	RFQ# 2024-009	Software Documentation and Knowledge Transfer Services & Web Operations and System Development Services	\$624,000
			\$4,371,000

BACKGROUND

The Air District has been working toward the modernization and unification of its Information Technology (IT) systems as authorized by the Board of Directors in June 2024. This effort aims to enhance operational efficiency, transparency, and regulatory accountability in alignment with the Air District's overall strategic goals. Key results over the past year include:

- Unified Information Services into a cohesive operating unit encompassing Information Technology operations, user support, cybersecurity, software development, online services, and records management;
- Completed decommissioning and terminating contracts supporting legacy systems (Databank and IRIS) leading to operational cost savings and a reduced dependency on outdated vulnerable technologies;
- Migrated to cloud-based solutions, increasing system resilience and reducing costs; and
- Implemented advanced reporting systems for permitting and compliance, improving transparency and efficiency in regulatory processes.

This work has resulted in substantial cost savings of more than \$1.2 million per year, improved operations, and allowed the Air District to focus IT resources on efforts that directly support the overall Strategic Plan.

DISCUSSION

Overview of Information Services (IS) Functions

The Air District has unified various IT functions under a strategic framework driven by recommendations from management, financial, and IT security audits. This unified approach supports consistent progress and allows for comprehensive regular updates to the Finance and Administration Committee and Board of Directors providing greater transparency.

Key accomplishments over the past six months, along with their alignment to the Air District's Strategic Goals, include:

- *Advance Environmental Justice – Community Transparency*
 - Notice of Violation eAlerts
 - Incident Alerts eAlerts
 - Air Quality Maps
- *Be Effective and Accountable – Enhancing Permit Tracking & Reporting Across Divisions*
 - Dashboard to provide transparency to address bottlenecks in processing
 - Capability to log the changes to permit status for the permitting engineer
 - Overdue status tracking and reporting for engineering management
 - Engineering, Legal, and Compliance teams now benefit from new Reports that unify data, enabling faster, more informed, and collaborative decision-making

- *Be Effective and Accountable* – Consistent & Resilient Enforcement Reporting
 - Regular Progress Updates: Weekly and quarterly status updates to executive management keep our enforcement initiatives focused and effective
 - Real-Time and Accurate Data: Automated reporting that provides instant access and improved reliability for enforcement activities
- *Be Effective and Accountable* – Finance System Upgrades
 - Removed \$1 electronic payment fee to encourage online payments
 - Increased capacity to process single payments up to \$30,000
 - Created the capability to pay by Automated Clearing House (ACH)
 - Created the capability to use one invoice to pay fees
- *Be Effective and Accountable* – Eliminate long-standing vendor dependencies
 - Switching maintenance vendors for the Air District website achieved an annual cost savings of \$677,000
 - Eliminating 4 of 6 software development vendor dependencies

This proposed contract authorization will enable the Air District to maintain and operate its core software systems over the 18-month period beginning February 2025, and allow for progress on select strategic deliverables, including enhancements to community reporting, permitting, compliance, billing, rule development operations, and website operations that support the Air District’s strategic goals. Included in the \$4.371 million request is approximately \$1.3 million dollars in software operations and support costs, leaving approximately \$3 million to allocate for the strategic deliverables listed below.

In addition, this authorization serves to eliminate vendor dependencies by phasing out four of the six vendors that the Air District has contracted with over the past 20 years for the My Air Online Project.

Specific strategic deliverables that support the Air District's *Strategic Plan* will include:

- *Achieve Impact*– Streamline upfront estimates for rule development operations
 - Develop a methodology, process and procedure that will standardize operational resource estimates for proposed air quality regulations
- *Advance Environmental Justice*
 - Develop a Title V Deviation Compliance Reporting Tool, followed by integration testing and alignment with community monitoring priorities
 - Redevelop the Complaint Management System with a community-focused interface for submissions
 - Develop a data collection system to acquire and securely retain community volunteer information for community air quality monitoring

- *Be Effective and Accountable*- Data Transparency
 - Lay the foundation for a comprehensive and user-friendly data portal that fosters accessibility and transparency. Finalize scope definition, build a pilot system, and implement search enhancements such as advanced filters and improved indexing
 - Enhance transparency by surfacing air quality geospatial data through the implementation of modern mapping tools for the Air District's website
- *Be Effective and Accountable* - Efficiency and modernization
 - Conduct procurement and manage project framework and requirements gathering for establishing a modern grants management system
 - Develop a dedicated communication platform for regulated entities to provide timely updates, share resources, and foster collaborative engagement
 - Implement a data governance framework with a governance board and regular audits to provide for compliance with regulatory standards, public access and modern change control
 - Develop and maintain comprehensive documentation for system architecture, configuration, workflows, and dependencies, ensuring clarity for troubleshooting, onboarding, and upgrades
 - Develop policy, governance, and implement a proof-of-concept system to improve efficiency leveraging artificial intelligence
 - Provide staff with documentation, training, and knowledge transfer for systems implemented in recent years

Vendor Qualification

On August 19, 2024, the Air District issued Request for Qualifications (RFQ) 2024-009 for IT Consulting Services in the following categories:

- Software Development
- Web Content Management
- IT Project Management
- Software Documentation
- Knowledge Transfer

The Air District received forty-six (46) submissions under this procurement, and an evaluation panel of Air District staff qualified a total of nine (9) vendors across the various categories to form a qualified pool of vendors under which additional requests for proposals were solicited for the multiple deliverables listed under this authorization request. A panel of Air District staff evaluated the additional proposals, resulting in the authorization request for the recommended amounts listed in Table 1.

Contract Authorization Request

If approved, this authorization will allocate \$4.371 million over the 18-month period starting February 2025 to support information services software maintenance, operations, and the critical strategic deliverables described in this memo.

Table 1 Requested Authorization

Vendor	Procurement Method	Service Description	Not to Exceed for this Authorization
ClearSparc	RFQ# 2024-009	Software Design, Development, and DevOps Services	\$1,515,000
DVBE	RFQ# 2024-009	Software Development Supporting Services	\$2,232,000
Oshyn	RFQ# 2024-009	Software Documentation and Knowledge Transfer Services & Web Operations and System Development Services	\$624,000
			\$4,371,000

BUDGET CONSIDERATION/FINANCIAL IMPACT

\$3.180 million of the total amount required for these contracts are included in the Fiscal Year Ending (FYE) 2025 approved budget in Programs 125, 309, and 725. The remaining \$1.191 million will be expended conditionally upon approval of the funds for these programs in the FYE 2026 budget.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: John Chiladakis
Reviewed by: Dr. Philip M. Fine

ATTACHMENT(S):

1. DVBE Connect Draft Contract 2024.230
2. ClearSparc Draft Contract 2024.228
3. Oshyn Draft Contract 2024.229

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

MASTER SERVICES CONTRACT

CONTRACT NO. 2024.230

1. **PARTIES** – The parties to this Contract (“Contract”) are the Bay Area Air Quality Management District (“DISTRICT”) whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and **DVBE Connect, Inc.** (“CONTRACTOR”) whose address is 400 Plaza Drive, Suite 102, Folsom, CA 95630.
2. **RECITALS**
 - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for Services as defined herein. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the Services.
 - B. CONTRACTOR manages and maintains software systems.
 - C. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
3. **DEFINITIONS**
 - A. “Purchase Order” shall mean the written or electronic document used by DISTRICT to track payments to CONTRACTOR under this Contract.
 - B. “Services” shall mean the services to be provided by CONTRACTOR hereunder as generally described in the General Description of Services, attached hereto as Attachment A and made a part hereof by this reference, and as specifically described in Task Orders issued pursuant to this Contract.
 - C. “Task Order” shall mean a written request by DISTRICT for specific services to be performed by CONTRACTOR.
4. **PERFORMANCE REQUIREMENTS**
 - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
 - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and to pay all applicable fees.
 - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
 - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
 - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
 - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraphs A-E above.

5. TERM – The term of this Contract is from the date of execution of the Contract to July 31, 2026, unless further extended by amendment of this Contract in writing, and signed by both parties, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.

6. TERMINATION

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

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

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

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

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

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

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

7. INSURANCE

A. CONTRACTOR shall maintain the following insurance:

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

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

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

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

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

8. INDEMNIFICATION

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

9. AGREEMENT TO PROVIDE SERVICES

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

be in the sole discretion of DISTRICT. Without limiting the generality of the foregoing, the actual quantity of services to be purchased hereunder shall be determined by DISTRICT in its sole discretion and shall not exceed \$2,232,000. This Contract is not exclusive. CONTRACTOR expressly acknowledges and agrees that DISTRICT may purchase at its sole discretion, services that are identical or similar to the services described in this Contract from any third party.

10. TASK ORDERS – Each Task Order will specify the following items, as relevant: specific services requested, schedule for services, location where services are to be performed (with contact person), and cost or estimated cost of services. Each Task Order issued under this Contract shall be made part of, and be incorporated into this Contract, and shall reference this Contract on the face of each Task Order. Should any Task Order not conform to or satisfy the terms of this Contract, CONTRACTOR shall have five (5) business days after receipt to reject the Task Order. By not rejecting the Task Order within five (5) business days, CONTRACTOR will have accepted the Task Order. Acceptance by CONTRACTOR is limited to the provisions of this Contract and the Task Order. No additional or different provisions proposed by CONTRACTOR or DISTRICT shall apply. In addition, the parties agree that this Contract and accepted Task Orders constitute a contract for services and satisfy all statutory and legal formalities of a contract.

11. PRICING, INVOICES, AND PAYMENT

- A. DISTRICT shall pay CONTRACTOR for all services ordered and provided in compliance with the terms and conditions of this Contract and with Task Orders issued under this Contract.
- B. CONTRACTOR shall submit original invoices to DISTRICT in form and substance and format reasonably acceptable to DISTRICT. Each invoice, including supporting documentation, must be prepared on CONTRACTOR's letterhead; must list DISTRICT's contract number, applicable Task Order Number and Purchase Order Number, and CONTRACTOR's Federal Employer Identification Number; and must be submitted to: Bay Area Air Quality Management District, 375 Beale Street, Suite 600, San Francisco, CA 94105, Attn: Patricia Roman.
- C. DISTRICT's payment of invoices shall be subject to the following limitations and requirements:
 - i) Each invoice, including supporting documentation, shall include the period covered by the invoice, specify the total cost of the services for which the invoice is submitted, shall reference tasks completed, the hours associated with same, or percentage completion thereof, and the amount of charge claimed.
 - ii) DISTRICT shall not pay interest, fees, handling charges, or the cost of money on the Contract.
 - iii) DISTRICT shall pay CONTRACTOR within thirty (30) calendar days after approval by DISTRICT of an itemized invoice.
- D. Except as specifically set forth in Attachment A or in Task Orders under this Contract, DISTRICT shall not be responsible for any additional costs or expenses of any nature incurred by CONTRACTOR in connection with the provision of the services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc.
- E. CONTRACTOR represents, warrants and covenants that the prices, charges and fees for services set forth in this Contract (on the whole) are at least as favorable as the prices, charges and fees CONTRACTOR charges (on the whole) to other of its customers or clients for the same or substantially similar services provided under the same or substantially similar circumstances, terms, and conditions. If CONTRACTOR agrees or contracts with other clients or customers similarly situated during the Term of this Contract, and offers or agrees to financial terms more favorable than those set forth herein (on the whole), CONTRACTOR hereby agrees that it will

reduce the prices, charges and/or fees charged to DISTRICT in respect of the services hereunder to the most favorable rates received by those other clients or customers.

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

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

CONTRACTOR: DVBE Connect, Inc.
400 Plaza Drive, Suite 102
Folsom, CA 95630
Attn: Jack Batchelor

14. ADDITIONAL PROVISIONS – All attachment(s) to this Contract are expressly incorporated herein by this reference and made a part hereof as though fully set forth.
15. EMPLOYEES OF CONTRACTOR
- A. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation leave, vacation replacements, sick leave, severance pay, and pay for legal holidays.

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

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

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

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

- D. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and shall require compliance with the above.
19. AUDIT / INSPECTION OF RECORDS – If this Contract exceeds \$10,000, pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and other duly authorized agents of the State of California for a period of three (3) years after final payment under this Contract. CONTRACTOR hereby agrees to make such records available during normal business hours for inspection, audit, and reproduction by any duly authorized agents of the State of California or DISTRICT. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized agents of the State of California or DISTRICT. All examinations and audits conducted under this section shall be strictly confined to those matters connected with the performance of this Contract, including, but not limited to, the costs of administering this Contract.
20. NON-DISCRIMINATION – In the performance of this Contract, CONTRACTOR shall not discriminate in its recruitment, hiring, promotion, demotion, and termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, medical condition, or physical or mental disability and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts. CONTRACTOR shall also require each subcontractor performing services in connection with this Contract to comply with this section and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.

21. PROPERTY AND SECURITY – Without limiting CONTRACTOR'S obligations with regard to security, CONTRACTOR shall comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT's premises.
22. 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.
23. WAIVER – No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. COUNTERPARTS/FACSIMILES/SCANS – This Contract may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same contract. The parties may rely upon a facsimile copy or scanned copy of any party's signature as an original for all purposes.

29. 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.

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

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

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

DVBE CONNECT, INC.

By: _____
Philip M. Fine
Executive Officer/APCO

By: _____
Chris Haney
Chief Executive Officer

Date: _____

Date: _____

Approved as to form:

By: _____
Alexander Crockett
General Counsel

Attachment A
General Description of Services

Pursuant to Task Orders issued under the Contract, CONTRACTOR will collaborate with DISTRICT's Agile/Scrum development teams, program staff, and external partners to maintain and enhance DISTRICT's New Production System (NPS) and other core systems.

Key services include business analysis, quality assurance, user interface/user experience design, database management, and development operations, focusing on operational efficiency, accessibility, and infrastructure reliability. Deliverables may include, but are not limited to, detailed documentation, optimized workflows, testing frameworks, deployment processes, and performance metrics to ensure alignment with strategic goals and high system reliability.

DRAFT

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

MASTER SERVICES CONTRACT

CONTRACT NO. 2024.228

1. **PARTIES** – The parties to this Contract (“Contract”) are the Bay Area Air Quality Management District (“DISTRICT”) whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and **ClearSparc** (“CONTRACTOR”) whose address is 2906 Colby Avenue, Everett, WA 98201.
2. **RECITALS**
 - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for Services as defined herein. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the Services.
 - B. CONTRACTOR designs, develops, manages, and maintains software systems.
 - C. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
3. **DEFINITIONS**
 - A. “Purchase Order” shall mean the written or electronic document used by DISTRICT to track payments to CONTRACTOR under this Contract.
 - B. “Services” shall mean the services to be provided by CONTRACTOR hereunder as generally described in the General Description of Services, attached hereto as Attachment A and made a part hereof by this reference, and as specifically described in Task Orders issued pursuant to this Contract.
 - C. “Task Order” shall mean a written request by DISTRICT for specific services to be performed by CONTRACTOR.
4. **PERFORMANCE REQUIREMENTS**
 - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
 - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
 - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
 - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
 - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
 - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraphs A-E above.

5. TERM – The term of this Contract is from the date of execution of the Contract to July 31, 2026, unless further extended by amendment of this Contract in writing and signed by both parties, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.

6. TERMINATION

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

7. INSURANCE

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

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

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

8. INDEMNIFICATION

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

9. AGREEMENT TO PROVIDE SERVICES

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

- C. Notwithstanding any other provision of this Contract to the contrary, DISTRICT shall have no obligation to order or purchase any services hereunder and the placement of any Task Order shall be in the sole discretion of DISTRICT. Without limiting the generality of the foregoing, the actual quantity of services to be purchased hereunder shall be determined by DISTRICT in its sole discretion and shall not exceed \$1,515,000. This Contract is not exclusive. CONTRACTOR expressly acknowledges and agrees that DISTRICT may purchase at its sole discretion, services that are identical or similar to the services described in this Contract from any third party.
10. TASK ORDERS – Each Task Order will specify the following items, as relevant: specific services requested, schedule for services, location where services are to be performed (with contact person), and cost or estimated cost of services. Each Task Order issued under this Contract shall be made part of, and be incorporated into this Contract, and shall reference this Contract on the face of each Task Order. Should any Task Order not conform to or satisfy the terms of this Contract, CONTRACTOR shall have five (5) business days after receipt to reject the Task Order. By not rejecting the Task Order within five (5) business days, CONTRACTOR will have accepted the Task Order. Acceptance by CONTRACTOR is limited to the provisions of this Contract and the Task Order. No additional or different provisions proposed by CONTRACTOR or DISTRICT shall apply. In addition, the parties agree that this Contract and accepted Task Orders constitute a contract for services and satisfy all statutory and legal formalities of a contract.
11. PRICING, INVOICES, AND PAYMENT
- A. DISTRICT shall pay CONTRACTOR for all services ordered and provided in compliance with the terms and conditions of this Contract and with Task Orders issued under this Contract.
- B. CONTRACTOR shall submit original invoices to DISTRICT in form and substance and format reasonably acceptable to DISTRICT. Each invoice, including supporting documentation, must be prepared on CONTRACTOR's letterhead; must list DISTRICT's contract number, applicable Task Order Number and Purchase Order Number, and CONTRACTOR's Federal Employer Identification Number; and must be submitted to: Bay Area Air Quality Management District, 375 Beale Street, Suite 600, San Francisco, CA 94105, Attn: Patricia Roman.
- C. DISTRICT's payment of invoices shall be subject to the following limitations and requirements:
- i) Each invoice, including supporting documentation, shall include the period covered by the invoice, specify the total cost of the services for which the invoice is submitted, shall reference tasks completed, the hours associated with same, or percentage completion thereof, and the amount of charge claimed.
 - ii) DISTRICT shall not pay interest, fees, handling charges, or the cost of money on the Contract.
 - iii) DISTRICT shall pay CONTRACTOR within thirty (30) calendar days after approval by DISTRICT of an itemized invoice.
- D. Except as specifically set forth in Attachment A or in Task Orders under this Contract, DISTRICT shall not be responsible for any additional costs or expenses of any nature incurred by CONTRACTOR in connection with the provision of the services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc.
- E. CONTRACTOR represents, warrants and covenants that the prices, charges and fees for services set forth in this Contract (on the whole) are at least as favorable as the prices, charges and fees CONTRACTOR charges (on the whole) to other of its customers or clients for the same or substantially similar services provided under the same or substantially similar circumstances, terms, and conditions. If CONTRACTOR agrees or contracts with other clients or customers

similarly situated during the Term of this Contract, and offers or agrees to financial terms more favorable than those set forth herein (on the whole), CONTRACTOR hereby agrees that it will reduce the prices, charges and/or fees charged to DISTRICT in respect of the services hereunder to the most favorable rates received by those other clients or customers.

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

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

CONTRACTOR: ClearSparc
2906 Colby Avenue
Everett, WA 98201
Attn: Jonathan Roselle

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

15. EMPLOYEES OF CONTRACTOR

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

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

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

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

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

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

19. AUDIT / INSPECTION OF RECORDS – If this Contract exceeds \$10,000, pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and other duly authorized agents of the State of California for a period of three (3) years after final payment under this Contract. CONTRACTOR hereby agrees to make such records available during normal business hours for inspection, audit, and reproduction by any duly authorized agents of the State of California or DISTRICT. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized agents of the State of California or DISTRICT. All examinations and audits conducted under this section shall be strictly confined to those matters connected with the performance of this Contract, including, but not limited to, the costs of administering this Contract.

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

connection with this Contract to comply with this section and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.

21. PROPERTY AND SECURITY – Without limiting CONTRACTOR’S obligations with regard to security, CONTRACTOR shall comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT’S premises.
22. 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.
23. WAIVER – No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. COUNTERPARTS/FACSIMILES/SCANS – This Contract may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of

which together shall constitute the same contract. The parties may rely upon a facsimile copy or scanned copy of any party's signature as an original for all purposes.

- 29. 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.

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

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

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

CLEARSPARC

By: _____
Philip M. Fine
Executive Officer/APCO

By: _____
Jonathan Roselle
Chief Executive Officer

Date: _____

Date: _____

Approved as to form:

By: _____
Alexander Crockett
General Counsel

Attachment A
General Description of Services

Pursuant to Task Orders issued under the Contract, CONTRACTOR will collaborate with DISTRICT's Agile teams to implement best practices, optimize workflows, and ensure seamless integration of tools and technologies. CONTRACTOR will address evolving technical requirements through innovative development and proactive system management

Key services include software design, software development, and development operations services. Deliverables may include, but are not limited to, professional services to design, develop, and enhance software systems that meet DISTRICT's goals.

DRAFT

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

MASTER SERVICES CONTRACT

CONTRACT NO. 2024.229

1. **PARTIES** – The parties to this Contract (“Contract”) are the Bay Area Air Quality Management District (“DISTRICT”) whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and **Oshyn, Inc.** (“CONTRACTOR”) whose address is 10601 Walker Street, Suite 170, Cypress, CA 90630.
2. **RECITALS**
 - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for Services as defined herein. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the Services.
 - B. CONTRACTOR manages software systems and maintains and enhances web content platforms.
 - C. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
3. **DEFINITIONS**
 - A. “Purchase Order” shall mean the written or electronic document used by DISTRICT to track payments to CONTRACTOR under this Contract.
 - B. “Services” shall mean the services to be provided by CONTRACTOR hereunder as generally described in the General Description of Services, attached hereto as Attachment A and made a part hereof by this reference, and as specifically described in Task Orders issued pursuant to this Contract.
 - C. “Task Order” shall mean a written request by DISTRICT for specific services to be performed by CONTRACTOR.
4. **PERFORMANCE REQUIREMENTS**
 - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
 - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and to pay all applicable fees.
 - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
 - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
 - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
 - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraphs A-E above.

5. TERM – The term of this Contract is from the date of execution of the Contract to July 31, 2026, unless further extended by amendment of this Contract in writing and signed by both parties, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.

6. TERMINATION

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

7. INSURANCE

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

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

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

8. INDEMNIFICATION

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

9. AGREEMENT TO PROVIDE SERVICES

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

- C. Notwithstanding any other provision of this Contract to the contrary, DISTRICT shall have no obligation to order or purchase any services hereunder and the placement of any Task Order shall be in the sole discretion of DISTRICT. Without limiting the generality of the foregoing, the actual quantity of services to be purchased hereunder shall be determined by DISTRICT in its sole discretion and shall not exceed \$624,000. This Contract is not exclusive. CONTRACTOR expressly acknowledges and agrees that DISTRICT may purchase at its sole discretion, services that are identical or similar to the services described in this Contract from any third party.
10. TASK ORDERS – Each Task Order will specify the following items, as relevant: specific services requested, schedule for services, location where services are to be performed (with contact person), and cost or estimated cost of services. Each Task Order issued under this Contract shall be made part of, and be incorporated into this Contract, and shall reference this Contract on the face of each Task Order. Should any Task Order not conform to or satisfy the terms of this Contract, CONTRACTOR shall have five (5) business days after receipt to reject the Task Order. By not rejecting the Task Order within five (5) business days, CONTRACTOR will have accepted the Task Order. Acceptance by CONTRACTOR is limited to the provisions of this Contract and the Task Order. No additional or different provisions proposed by CONTRACTOR or DISTRICT shall apply. In addition, the parties agree that this Contract and accepted Task Orders constitute a contract for services and satisfy all statutory and legal formalities of a contract.
11. PRICING, INVOICES, AND PAYMENT
- A. DISTRICT shall pay CONTRACTOR for all services ordered and provided in compliance with the terms and conditions of this Contract and with Task Orders issued under this Contract.
- B. CONTRACTOR shall submit original invoices to DISTRICT in form and substance and format reasonably acceptable to DISTRICT. Each invoice, including supporting documentation, must be prepared on CONTRACTOR's letterhead; must list DISTRICT's contract number, applicable Task Order Number and Purchase Order Number, and CONTRACTOR's Federal Employer Identification Number; and must be submitted to: Bay Area Air Quality Management District, 375 Beale Street, Suite 600, San Francisco, CA 94105, Attn: Patricia Roman.
- C. DISTRICT's payment of invoices shall be subject to the following limitations and requirements:
- i) Each invoice, including supporting documentation, shall include the period covered by the invoice, specify the total cost of the services for which the invoice is submitted, shall reference tasks completed, the hours associated with same, or percentage completion thereof, and the amount of charge claimed.
 - ii) DISTRICT shall not pay interest, fees, handling charges, or the cost of money on the Contract.
 - iii) DISTRICT shall pay CONTRACTOR within thirty (30) calendar days after approval by DISTRICT of an itemized invoice.
- D. Except as specifically set forth in Attachment A or in Task Orders under this Contract, DISTRICT shall not be responsible for any additional costs or expenses of any nature incurred by CONTRACTOR in connection with the provision of the services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc.
- E. CONTRACTOR represents, warrants and covenants that the prices, charges and fees for services set forth in this Contract (on the whole) are at least as favorable as the prices, charges and fees CONTRACTOR charges (on the whole) to other of its customers or clients for the same or substantially similar services provided under the same or substantially similar circumstances, terms, and conditions. If CONTRACTOR agrees or contracts with other clients or customers

similarly situated during the Term of this Contract, and offers or agrees to financial terms more favorable than those set forth herein (on the whole), CONTRACTOR hereby agrees that it will reduce the prices, charges and/or fees charged to DISTRICT in respect of the services hereunder to the most favorable rates received by those other clients or customers.

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

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

CONTRACTOR: Oshyn, Inc.
10601 Walker Street, Suite 170
Cypress, CA 90630
Attn: Dan Pahomi

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

15. EMPLOYEES OF CONTRACTOR

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

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

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

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

18. PUBLICATION

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

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

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

19. AUDIT / INSPECTION OF RECORDS – If this Contract exceeds \$10,000, pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and other duly authorized agents of the State of California for a period of three (3) years after final payment under this Contract. CONTRACTOR hereby agrees to make such records available during normal business hours for inspection, audit, and reproduction by any duly authorized agents of the State of California or DISTRICT. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized agents of the State of California or DISTRICT. All examinations and audits conducted under this section shall be strictly confined to those matters connected with the performance of this Contract, including, but not limited to, the costs of administering this Contract.

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

connection with this Contract to comply with this section and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.

21. PROPERTY AND SECURITY – Without limiting CONTRACTOR’S obligations with regard to security, CONTRACTOR shall comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT’s premises.
22. 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.
23. WAIVER – No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. COUNTERPARTS/FACSIMILES/SCANS – This Contract may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of

which together shall constitute the same contract. The parties may rely upon a facsimile copy or scanned copy of any party's signature as an original for all purposes.

- 29. 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.
- 30. ENTIRE CONTRACT AND MODIFICATION – This Contract represents the final, complete, and exclusive statement of the agreement between the parties related to CONTRACTOR providing services to DISTRICT and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Contract may only be amended by mutual agreement of the parties in writing and signed by both parties.
- 31. SURVIVAL OF TERMS – The provisions of sections 8 (Indemnification), 16 (Confidentiality), 17 (Intellectual Property Rights), and 18 (Publication) shall survive the expiration or termination of this Contract.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

OSHYN, INC.

By: _____
Philip M. Fine
Executive Officer/APCO

By: _____
Diego Rebosio
Chief Executive Officer

Date: _____

Date: _____

Approved as to form:

By: _____
Alexander Crockett
General Counsel

Attachment A
General Description of Services

Pursuant to Task Orders issued under the Contract, CONTRACTOR will collaborate with DISTRICT's Agile/Scrum development teams, program staff, and external partners to design, develop, and manage software systems while maintaining and enhancing web content platforms such as the New Production System (NPS) and DISTRICT's website, BAAQMD.gov.

Key services include software design, software development, development operations, web content management, project management, system delivery, software documentation, and knowledge transfer. Deliverables may include, but are not limited to, detailed technical and user documentation, streamlined workflows, testing frameworks, deployment processes, and performance metrics, ensuring operational efficiency, accessibility, and infrastructure reliability. By integrating expertise across these domains, CONTRACTOR will align deliverables with DISTRICT's strategic goals, driving continuous improvement and high system reliability.

DRAFT

BOARD MEETING DATE: February 5, 2025

REPORT: Community Equity, Health, and Justice Committee

SYNOPSIS: The Community Equity, Health, and Justice Committee (Committee) held a meeting on Wednesday, December 11, 2024. The following is a summary of the meeting.

RECOMMENDED ACTION:

Receive and file.

John Gioia, Chair
Community Equity, Health, and Justice Committee

JG:mh

CALL TO ORDER

Opening Comments: Community Equity, Health & Justice Committee (Committee) Chairperson, John Gioia, called the meeting to order at 1:03 p.m.

Roll Call:

Present, In-Person (Bay Area Metro Center, 375 Beale Street, Yerba Buena Room, San Francisco, CA, 94105): Chairperson John Gioia; Board Chairperson Davina Hurt; and Directors Nate Miley, and Shamann Walton.

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

Present, In-Person (San Mateo County Board of Supervisors Offices, 500 County Center - 5th Floor, Redwood City, CA 94063): Vice Chairperson Noelia Corzo.

Absent: Director Mark Salinas.

***NOTE:** Prior to this meeting, Board Chairperson Davina Hurt appointed herself and Director Nate Miley to be members of the Committee pursuant to Section 3.4 of the Administrative Code. Chairperson Hurt subsequently removed herself and Director Miley from the Committee pursuant to Section 3.6 of the Administrative Code.*

For additional details of the Community Equity, Health & Justice Committee Meeting, please refer to the webcast, which can be found [here](#). Please use the webcast's index to view specific agenda items.

CONSENT CALENDAR

3. APPROVAL OF THE DRAFT MINUTES OF THE COMMUNITY EQUITY, HEALTH, AND JUSTICE COMMITTEE MEETING OF NOVEMBER 13, 2024

Public Comments

No requests received.

Committee Comments

None.

Committee Action

Director Walton made a motion, seconded by Director Miley, to approve the Draft Minutes of the Community, Equity, Health, and Justice Committee Meeting of November 13, 2024; and the motion carried by the following vote of the Committee:

AYES: Corzo, Gallagher, Gioia, Miley, Walton.
NOES: None.
ABSTAIN: None.
ABSENT: Hurt, Salinas.

INFORMATONAL ITEM

4. COMMUNITY ADVISORY COUNCIL'S (CAC) ENVIRONMENTAL JUSTICE (EJ) CALL TO ACTION

The Committee discussed the Community Advisory Council's *A Call to Action: Charting a New Course Towards Environmental Justice at the Bay Area Air Quality Management District*, a document that builds on the CAC's nine EJ Priorities and collaborative sessions with the Air District to co-develop EJ strategies and actions in response to EJ community needs.

Vernice Miller-Travis of The Metropolitan Group (MG), and Co-Chairs of the CAC's EJ Policy Ad Hoc Committee, Rio Molina and Latasha Washington, gave the presentation *Community Advisory Council's Environmental Justice Call to Action*, including: outcome; outline; requested action; EJ perspectives from the MG; EJ Policy Ad Hoc Committee members from 2022-2024; key milestones in the Air District's EJ Action Planning; reflections on process from EJ Policy Ad Hoc members; inputs for the CAC's EJ priorities development; summary of 9 CAC EJ priorities; coordination and alignment with the Air District's Strategic Plan; CAC EJ priorities and *A Call to Action*; *A Call to Action* Table of Contents; input from the September 19, 2024 CAC meeting; highlights of content edits made since September 19, 2024; acknowledgement of Board Chair Davina Hurt; highlights of design formatting since September 19, 2024; and next steps.

NOTED PRESENT: Board Chair Hurt was noted at 1:18 p.m.

Public Comments

Public comments were given by Peter Rauch, Brightline Defense; and Jacob Linde, Brightline Defense.

Committee Comments

The Committee and staff discussed whether Air District staff or the CAC have discussed the varying definitions of “disadvantaged community”; challenges of creating this document; the request for this presentation to be given to the full Board of Directors, especially how to implement items within the plan; whether this document was intended to serve as a model of any kind, or may be used as one; and the hope that this document invites collaboration between jurisdictions and community organizations.

Committee Action

No action taken.

OTHER BUSINESS

5. PUBLIC COMMENT ON NON-AGENDA MATTERS

No requests received.

6. COMMITTEE MEMBER COMMENTS

Members of the Committee acknowledged Board Chair Hurt for advocating for frontline communities and advancing EJ at the Air District.

7. REPORT OF THE DEPUTY EXECUTIVE OFFICER OF EQUITY AND COMMUNITY PROGRAMS

Arsenio Mataka, Deputy Executive Officer of Equity and Community Programs, made the following announcements:

- The CAC’s Community Benefit Fund Ad Hoc Committee is currently processing a contract so that in March 2025, the CAC can consider a proposal of how to allocate \$3Million of monetary resources for projects in impacted communities to reduce exposure to air pollution and address public health impacts.

Board Chair Hurt suggested that the full Board of Directors be educated about participatory budgeting as quickly as possible.

8. TIME AND PLACE OF NEXT MEETING

Wednesday, February 19, 2025, at 1:00 p.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Community Equity, Health, and Justice Committee members and members of the public will be able to either join in-person or via webcast.

Adjournment

The meeting was adjourned at 2:33 p.m.

Attachments

- #3 – Approval of the Draft Minutes of the Community Equity, Health, and Justice Committee Meeting of November 13, 2024
- #4 – Community Advisory Council's Environmental Justice Call To Action

BOARD MEETING DATE: February 5, 2025

REPORT: Finance and Administration Committee

SYNOPSIS: The Finance and Administration Committee (Committee) held a meeting on Wednesday, December 18, 2024. The following is a summary of the meeting.

RECOMMENDED ACTION:

Receive and file.

Davina Hurt, Chair
Finance and Administration Committee

DH:mh

CALL TO ORDER

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, 1st Floor Board Room, San Francisco, CA, 94105): Chairperson Davina Hurt; and Directors Tyrone Jue and Mark Ross.

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

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

Present, In-Person (San Leandro City Hall, 835 E. 14th Street, 2nd Floor, San Leandro, CA 94577): Director Juan González III.

Present, In-Person (Santa Rosa Junior College Campus, Doyle Library, Room 148, 1501 Mendocino Ave., Santa Rosa, CA, 95401): Vice Chair Lynda Hopkins.

Absent: Directors Margret Abe-Koga and Katie Rice.

For additional details of the Finance and Administration Committee Meeting, please refer to the webcast, which can be found [here](#). Please use the webcast's index to view specific agenda items.

CONSENT CALENDAR

3. APPROVAL OF THE DRAFT MINUTES OF THE FINANCE AND ADMINISTRATION COMMITTEE MEETING OF NOVEMBER 6, 2024

Public Comments

No requests received.

Committee Comments

None.

Committee Action

Director Haubert made a motion, seconded by Director Jue, to approve the Draft Minutes of the Finance and Administration Committee Meeting of November 6, 2024; and the motion carried by the following vote of the Committee:

AYES: Gonzalez, Haubert, Hurt, Jue, Mueller, Ross.
NOES: None.
ABSTAIN: Hopkins.
ABSENT: Abe-Koga, Rice.

ACTION ITEM

4. UPDATE ON THE AIR DISTRICT'S INFORMATION SERVICES PROGRAMS AND RECOMMENDATION OF PROPOSED SOFTWARE DEVELOPMENT AND MAINTENANCE CONTRACTS

Patricia Roman, Director of Software Development, and John Chiladakis, Chief Technology Officer gave the presentation *Update on the Air District's Information Services – Programs and Recommendation of Proposed Software Development and Maintenance Contracts*, including: outline; overview of Air District Information Technology (IT) functions; Fiscal Year (FY) 2025 Budget; overview of Air District Information System functions – governance; recent Board actions: modernization and consolidation; Air District Strategic Plan guides IT development; six-month progress report on software development; strategic deliverables for this authorization; vendor qualification; funding and budget impact; and funding request.

Public Comments

No requests received.

Committee Comments

The Committee and staff discussed whether the contract length may deviate from 18 months; whether any of the vendors deemed qualified have been contracted with the Air District previously; hopes that vendors that are being proposed for the first time will not repeat poor performances of past contractors; the manner in which the Air District is prioritizing deliverables within the next six months; the process by which the Air District solicits feedback from the stakeholders who use the Air District’s dashboard interface; whether the Air District is considering how to utilize artificial intelligence in its IT tools, and whether any of the qualified vendors have expertise in that area; whether Air District Permit applicants can track the real-time status of their application; a request that the Board receives a report of the current status of permit applications; concerns about the cost of the Air District’s website; a request for an update on data security assessment (cybersecurity); and appreciation for the process that has been made.

Committee Action

Director Ross made a motion, seconded by Director Jue, to recommend the Board of Directors approves contracts for software development and maintenance services with qualified fulfillment partners, ClearSparc, DVBE, and Oshyn, over a term of 18 months for a total combined not-to-exceed amount of \$4.371 Million; and the motion carried by the following vote of the Committee:

AYES:	Gonzalez, Haubert, Hopkins, Hurt, Jue, Mueller, Ross.
NOES:	None.
ABSTAIN:	None.
ABSENT:	Abe-Koga, Rice.

INFORMATIONAL ITEMS

5. PERFORMANCE EVALUATION SYSTEM

Chris Atkinson, Principal Consultant with CPS-HR Consulting, gave the presentation *Performance Evaluation: Process, Evaluation, Design, and Development, December 2024* including: agenda; create and implement a performance evaluation process that facilitates high performance and encourages employee growth and development; methodology of data collection; findings; areas for improvement addressed in the new performance evaluation system; performance evaluation process overview; evaluation- linking performance to the Air District’s Strategic Plan; executive core qualifications (ECQ) and employee performance factors; key training concepts; and next steps.

Public Comments

No requests received.

The Committee and staff discussed the difference between ECQ and regular employee performance; what prompts the need for a Performance Improvement Plan (PIP); the amount of disciplinary context that the PIP model involves, and the hope that the PIP model includes more constructive, assertive feedback with a goal of hope and improvement (rather than fear of termination); whether a PIP should be developed simultaneously with an annual performance evaluation; the concern that quarterly check-in meetings between staff and their supervisors may be too frequent and result in unintended consequences; whether stakeholders input is sought and included in staff evaluations; how well the 38 focus groups participants (all employees) reflected the diversity of staff the Air District; a desire for employee trainings regarding unconscious bias and inclusivity, and an emphasis on Diversity, Equity, and Inclusion engrained in all operations at the Air District; concern that “communication” is not included as an ECQ; how the hybrid work setting is considered when the goal is to conduct honest and thorough interviews (especially for female staff); the belief that evaluation performance feedback should be given in person (not via teleconferencing); the suggestion of using “executive, managerial, and individual contributor” definitions; the concern that disconnect, employee frustration, and litigation can occur if the supervisors conducting the interviews are not doing it correctly; and the request for a review of diversity at the Air District at the executive level.

Committee Action

No action taken.

6. COST RECOVERY STRATEGY FOR AMENDMENTS TO REGULATION 3: FEES FOR FISCAL YEAR (FY) 2026

Fred Tanaka, Engineering Manager, and Leonid Bak, Senior Advanced Projects Advisor, gave the staff presentation *Cost Recovery Strategy for Amendments to Regulation 3: Fees for Fiscal Year 2026*, including: outcome; outline; cost recovery background; cost recovery background: fee schedules and percent of fee schedule revenue; economic update and forecast; cost recovery trends by Fee Schedule; cost recovery trends (examples by Fee Schedule); cost recovery strategies: historical and options; other related considerations; and next steps: budget and rule development schedule.

Public Comments

No requests received.

Committee Comments

The Committee and staff discussed the request for more transparent data showing fee increases each year (and are they beyond inflation), and how the Air District’s fee increases compare with those of other air districts in California of comparable size; the request that staff considers socioeconomic impacts to stakeholders when proposing fee increases; whether the proposed fee increases are incremental versus fully-burdened costs in recovery; the consideration of an optional fee for a complex project facilitator for permitting; the Air District’s definition of “small business,” and the desire for the input of the Air District’s Community Advisory Council on impacts on small permitted businesses; whether addressing the issue of the permit backlog

(bringing in additional resources to help with the backlog) is increasing the cost of future permits; and whether the Air District would reduce fee increases for facilities that are closer to 100% cost recovery, while increasing fees for facilities that are farther from 100% cost recovery.

Committee Action

While no official action was taken, the consensus of the Committee members present was to support Cost Recovery Strategy Option #1 (implemented since FYE 2024) for FYE 2026: fee. If the revenue from a fee schedule is 100% or more and less than 110% of costs, the fees in the schedule will be increased by the annual Consumer Price Index for Bay Area Urban Wage Earners and Clerical Workers (CPI-W). If the revenue from a fee schedule is less than 100% of costs, the fees in the schedule will be increased by 15%.

OTHER BUSINESS

7. PUBLIC COMMENT ON NON-AGENDA MATTERS

No requests received.

8. COMMITTEE MEMBER COMMENTS

Director Ross thanked the Committee and Air District staff, as he would be retiring from public office at the end of December 2024, and this was his last Finance and Administration Committee meeting.

Chair Hurt announced that on December 18, 2024, the U.S. Environmental Protection Agency granted waivers to implement and enforce CARB’s Advanced Clean Cars II regulations for light-duty vehicles, and its “Omnibus” low-NOx regulation for heavy-duty highway and off-road vehicles and engines.

9. TIME AND PLACE OF NEXT MEETING

Wednesday, February 26, 2025, at 1:00 p.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Finance and Administration Committee members and members of the public will be able to either join in-person or via webcast.

Adjournment

The meeting was adjourned at 12:18 p.m.

Attachments

- #3 – Approval of the Draft Minutes of the Finance and Administration Committee Meeting of November 6, 2024
- #4 – Update on the Air District's Information Services Programs and Recommendation of Proposed Software Development and Maintenance Contracts
- #5 – Performance Evaluation System
- #6 – Cost Recovery Strategy for Amendments To Regulation 3: Fees For Fiscal Year 2026

BOARD MEETING DATE: February 5, 2025

REPORT: Policy, Grants, and Technology Committee

SYNOPSIS: The Policy, Grants, and Technology Committee (Committee) held a meeting on Wednesday, December 18, 2024. The following is a summary of the meeting.

RECOMMENDED ACTION:

Receive and file.

Vicki Veenker, Chair
Policy, Grants, and Technology Committee

VV:mh

CALL TO ORDER

Opening Comments: Policy, Grants, and Technology Committee (Committee) Chairperson, Vicki Veenker, called the meeting to order at 1:16 p.m.

Roll Call:

Present, In-Person (Bay Area Metro Center, 375 Beale Street, 1st Floor Board Room, San Francisco, CA, 94105): Chairperson Vicki Veenker; Board Chairperson Davina Hurt; and Vice Chairperson Sergio Lopez.

Present, In-Person (Office of Contra Costa County Supervisor Ken Carlson, 2255 Contra Costa Blvd., Suite 202, Pleasant Hill, CA 94523): Director Ken Carlson.

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

Present, In-Person (San Leandro City Hall, 835 E. 14th Street, 2nd Floor, San Leandro, CA 94577): Director Juan González III.

Absent: Directors Margret Abe-Koga, Noelia Corzo, Erin Hannigan, and Katie Rice.

***NOTE:** Prior to this meeting, Board Chairperson Davina Hurt appointed herself to be a member of the Committee pursuant to Section 3.4 of the Administrative Code. Chairperson Hurt subsequently removed herself from the Committee.*

For additional details of the Policy, Grants, and Technology Committee Meeting, please refer to the webcast, which can be found [here](#). Please use the webcast's index to view specific agenda items.

CONSENT CALENDAR

3. APPROVAL OF THE DRAFT MINUTES OF THE POLICY, GRANTS, AND TECHNOLOGY COMMITTEE MEETING OF OCTOBER 16, 2024

Public Comments

No requests received.

Committee Comments

None.

Committee Action

Director González made a motion, seconded by Director Carlson, to approve the Draft Minutes of the Policy, Grants, and Technology Committee Meeting of October 16, 2024; and the motion carried by the following vote of the Committee:

AYES: Carlson, Gallagher, Gonzalez, Hurt, Lopez, Veenker.
NOES: None.
ABSTAIN: None.
ABSENT: Abe-Koga, Corzo, Hannigan, Rice.

ACTION ITEMS

4. PROPOSED 2025 LESIGLATIVE PLATFORM

Alan Abbs, Legislative Officer, as well as Ben Miller and Mark Kadesh, from Kadesh & Associates, LLC, gave the presentation *Proposed 2025 Legislative Platform*, including: action requested; outline; overview of Air District Legislative Platform; State Budget; State Legislation; federal legislation and regulatory activity; and recap: action requested.

Public Comments

No requests received.

Committee Comments

The Committee and staff discussed the status of the California Air Resources Board's (CARB) development of zero-emission greenhouse gas (GHG) standards for new space and water heaters

sold in California; hope that Greenhouse Gas Reduction Funding allocations will continue to go towards cost-effective programs that reduce greenhouse gases, short-lived climate pollutants, and related air pollution and exposure; whether there is federal funding allocated for clean air centers; the suggestion of partnering with Representative Jared Huffman, as he sits on the U.S. House Committee on Natural Resources; Bay Area Congressional members' committee assignments; the ways in which the Air District plans to brief new members of Congress on the Air District's priorities and areas of advocacy; the fact that on December 18, 2024, the U.S. Environmental Protection Agency (EPA) granted waivers to implement and enforce CARB's Advanced Clean Cars II regulations for light-duty vehicles, and its "Omnibus" low-NOx regulation for heavy-duty highway and off-road vehicles and engines, and whether the new Presidential Administration can reserve those actions; federal and state aspects of adopting additional regulatory and incentive programs to promote use of lower lead and no-lead alternatives at general aviation airports; whether there are legal impediments that would prevent the Air District from prohibiting and/or regulating fireplace woodsmoke more aggressively; and whether air districts are able to regulate indoor air quality.

Committee Action

Director González made a motion, seconded by Board Chair Hurt, to recommend that the Board of Directors adopts the proposed 2025 Legislative Platform below:

Proposed 2025 Legislative Platform

State Budget

1. *State Funding for Clean Air Projects*
2. *Greenhouse Gas Reduction Fund*
3. *Assembly Bill (AB) 617 Community Air Protection Program Implementation & Incentive Funding*
4. *Wildfire Mitigation and Public Health Response*
5. *Clean Tech Financing*
6. *Low-Carbon Transportation Incentives*

State Legislation

1. *Cap and Trade Reauthorization*
2. *Address Legal Barriers to Environmental Justice*
3. *AB 617 Community Air Protection Program*
4. *Vehicle Emissions and Reducing Vehicle Miles Traveled*
5. *Climate Change*
6. *Green and Healthy Buildings*
7. *Wildfire Smoke Public Health Response*
8. *Emergency Backup Generation*
9. *Toxic Air Emissions*
10. *Wildfire Smoke Mitigation/Prescribed Fire*
11. *Stationary Source Greenhouse Gas Authority*
12. *Land Use*

Federal Legislation and Regulatory Activity

1. *Federal Funding for Air District Clean Air Programs*
2. *Wildfire Smoke Public Health Response*
3. *Clean Transportation Programs*
4. *Clean Energy Programs*
5. *Particulate Matter Standards*
6. *Vehicle Emission Standards*
7. *Climate Change*
8. *Green and Healthy Buildings*
9. *Leaded Aviation Gas*

The motion carried by the following vote of the Committee:

AYES: Carlson, Gallagher, Gonzalez, Hurt, Lopez, Veenker.
NOES: None.
ABSTAIN: None.
ABSENT: Abe-Koga, Corzo, Hannigan, Rice.

5. PROPOSED LEGISLATIVE ACTIVITIES FOR 2025

Mr. Abbs gave the staff presentation *Proposed Legislative Activities for 2025*, including: action requested; summary; key dates and deadlines; proposed legislative activities; and recap: action requested.

Public Comments

Public comments were given by Dr. Stephen Rosenblum, Palo Alto resident.

Committee Comments

The Committee and staff discussed whether it is anticipated that the third attempt to pass a bill regarding Vessel Speed Reduction for Ocean-Going Vessels will also result in the bill being held and dying in a legislative appropriations committee; the suggestion of changing the name of the bill regarding Vessel Speed Reduction for Ocean-Going Vessels to one that is less sentimental (compared to former titles); how to best mitigate anticipated pushback and perceived risk associated with bills that would limit the abilities of homeowners associations; whether the Air District should continue to consider a position on the issue of CARB Air District Board Member Compensation; and bills of interest to the Air District that were passed during the most recent Legislative Session.

Committee Action

Director González made a motion, seconded by Vice Chair Lopez, to recommended that the Board of Directors adopts the proposed legislative activities for the 2025 Legislative Session below:

1. *Vessel Speed Reduction: Ocean-Going Vessels (co-sponsor)*
2. *Homeowners Association Limitations (continue discussions with legislative offices and propose sponsor, co-sponsor, and/or support any legislative efforts to address these concerns)*
3. *California Air Resources Board Air District Board Member Compensation (support or co-sponsor)*

The motion carried by the following vote of the Committee:

AYES: Carlson, Gallagher, Gonzalez, Hurt, Lopez, Veenker.

NOES: None.

ABSTAIN: None.

ABSENT: Abe-Koga, Corzo, Hannigan, Rice.

INFORMATIONAL ITEM

6. TRANSPORTATION FUND FOR CLEAN AIR PROGRAM (TFCA) AUDIT #25 RESULTS

Air District audit partner, Joseph Moussa, from Simpson & Simpson LLP, gave the presentation *Transportation Fund for Clean Air Program Audit #25 Results*, including: background on TFCA; agenda; Auditor's required communications Statements on Auditing Standards (SAS) 114; Auditor's results and highlights of the Schedule of Expenditures; and other program compliance review (agreed-upon procedures.)

Public Comments

No requests received.

Committee Comments

The Committee congratulated Air District staff on a clean audit.

Committee Action

No action taken.

OTHER BUSINESS

7. PUBLIC COMMENT ON NON-AGENDA MATTERS

No requests received.

8. COMMITTEE MEMBER COMMENTS

None.

9. TIME AND PLACE OF NEXT MEETING

Wednesday, February 26, 2025, at 10:00 a.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Policy, Grants, and Technology Committee members and members of the public will be able to either join in-person or via webcast.

Adjournment

The meeting was adjourned at 2:56 p.m.

Attachments

#3 – Draft Minutes of the Policy, Grants, and Technology Committee Meeting of October 16, 2024

#4 – Proposed 2025 Legislative Platform

#5 – Proposed Legislative Activities for 2025

#6 – Transportation Fund for Clean Air Program Audit #25 Results

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: February 5, 2025

Re: 2025 Legislative Platform and Legislative Activities

RECOMMENDED ACTION

Recommend the Board of Directors:

1. Adopt the proposed 2025 Legislative Platform
2. Approve the proposed legislative activities for the 2025 Legislative Session

The Policy, Grants, and Technology Committee voted to recommend approval of these items at its meeting on December 18, 2024.

BACKGROUND

Proposed 2025 Legislative Platform

The Legislative Platform provides overall advocacy principles to the Board and the Policy, Grants, and Technology Committee, and provides guidance to Air District staff for the upcoming year.

Proposed Legislative Activities for the 2025 Legislative Session

The first year of the 2025-26 Legislative Session began on December 2, 2024. In addition, Governor Newsom called a special session in December to discuss, “bolstering California legal resources to protect civil rights, reproductive freedom, climate action, and immigrant families,” per the press release of November 7, 2024, on the Governor’s website. Since the December 18, 2024, Policy, Grants, and Technology Committee meeting, disastrous wildfires in Southern California ignited and Governor Newsom expanded the Special Session, “to further boost response and initial recovery efforts for Los Angeles,” per the press release of January 13, 2025, on the Governor’s website. The regular 2025-26 Legislative Session and the Special Session are occurring concurrently.

Key dates and deadlines for Members are listed below and the 2025 Tentative Legislative Calendar is attached.

January 6, 2025	Legislature reconvenes
January 24, 2025	Last day to submit bill requests to the Office of Legislative Counsel
February 21, 2025	Last day for bills to be introduced
June 6, 2025	Last day for each house to pass bills introduced in that house
September 12, 2025	Last day for each house to pass bills
October 12, 2025	Last day for the Governor to sign or veto bills passed by the Legislature before September 12 and in the Governor's possession on or after September 12
January 1, 2026	Statutes take effect

DISCUSSION

Proposed 2025 Legislative Platform

The Legislative Platform is divided into three sections – state budget, state legislation, and federal legislation and regulatory activity. The platform does not commit the Air District to positions on every legislative proposal in the listed categories, but it does provide a metric for use in bringing proposals to the Policy, Grants, and Technology Committee for discussion and recommendations to the Board for the Board’s consideration.

Proposed Legislative Activities for the 2025 Legislative Session

1. Vessel Speed Reduction (VSR) – Ocean-Going Vessels

Expansion of the existing Protecting Blue Whales and Blue Skies vessel speed reduction program (Program) to include ocean territories that are not covered by any VSR program – the San Diego region and the North Coast. The expansion of the Program to other areas of the California coast yields additional public health and ecosystem benefits. Several coastal air districts have administered the Program and have documented significant cost-effective reductions in nitrogen oxides (NOx) and particulate matter (PM), and the Program anecdotally lowers the risk of “whale strikes” during migration periods. This will be the third attempt to expand this Program. Both previous attempts, Assembly Bill (AB) 953 (Connolly and Hart) in 2023 and AB 2298 (Hart and Connolly) in 2024, made it through the full Assembly and the policy committees in the Senate but were ultimately held under submission in the Senate Appropriations Committee. The Air District was a co-sponsor for both previous attempts.

Recommendation: Propose Co-Sponsor

2. Homeowners Association (HOA) Limitations

The proposal would look at various ways to expedite permitting and installations of heat pump space and water heaters, including contractor certifications, consolidated permitting, and restrictions on HOA architectural prohibitions. These ideas have come out of the Implementation Working Group (IWG) process supporting the Air District's heater rules – Regulation 9, Rule 4 and Regulation 9, Rule 6.

Recommendation: Continue staff discussions with legislative offices and advocates and propose sponsor, co-sponsor, and/or support any legislative efforts to address these concerns.

3. California Air Resources Board (CARB) Air District Board Member Compensation

The proposal would provide that CARB board members representing air districts receive the same level of compensation as other Governor-appointed voting CARB board members. Per current statute, Health and Safety Code Section 39512.5, air district CARB Board members only receive \$100 per meeting plus actual and necessary expenses. This bill is sponsored by the South Coast Air Quality Management District (South Coast AQMD) and is a reintroduction of AB 2958 (Calderon), also sponsored by South Coast AQMD, and supported by the Air District, which made it through the full Assembly and the policy committees in the Senate but was ultimately held under submission in the Senate Appropriations Committee.

Recommendation: Propose Support or Co-Sponsor

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Alan Abbs
Reviewed by: Viet Tran

ATTACHMENT(S):

1. Proposed 2025 Legislative Platform
2. Special Session Proclamation – As of January 13, 2025
3. 2025 Tentative Legislative Calendar
4. 2025 Legislative Platform and Legislative Activities Presentation



Legislative Platform (2025)

State Budget

1. **State Funding for Clean Air Projects:** Advocate for new and continued funding for investment in projects that reduce air pollution and exposure in the Bay Area. The Air District will pursue funding to support programs in the Bay Area Region from all available sources, including Carl Moyer, the Greenhouse Gas Revenue Fund, and the Air Pollution Control Fund.
2. **Greenhouse Gas Reduction Fund (GGRF):** Advocate for GGRF funding of cost-effective programs that reduce greenhouse gases, short-lived climate pollutants, and related air pollution and exposure both at the state level and in the Bay Area, including funding to support transitioning low-income families to zero-NOx water and space heaters.
3. **Assembly Bill (AB) 617 Community Air Protection Program Implementation and Incentive Funding:** Advocate for adequate and continuous funding to support the Air District's AB 617 Community Air Protection Program. The state should provide necessary resources to fund the emissions inventory, regulatory, administrative, air monitoring, and community outreach activities necessary to effectively implement AB 617 requirements. The approved 2024-25 budget included statewide funding in the amount of \$50 million (M) for implementation, \$195M for incentives, and \$5M for community grants, and similar levels of funding assumed annually through the 2029/30 budget.
4. **Wildfire Mitigation and Public Health Response:** Support for funding for air districts to support prescribed fire and other forest health activities by land managers, expanded monitoring activities during wildfire events, and public health response activities such as resilience centers and filtration programs.
5. **Clean Tech Financing:** Support proposals to provide financing assistance to clean technology projects, and if possible, funding for the Air District's Climate Tech Finance Program.
6. **Low-Carbon Transportation Incentives:** Support proposals for mobile source incentive programs that accelerate the turnover of older and more polluting diesel engines with cleaner alternatives, including zero-emission alternatives, that reduce emissions of greenhouse gases, criteria pollutants and precursors, and toxic air contaminants. Advocate for allocations that fairly provide funding for the Bay Area region and affected communities.



Legislative Platform (2025)

State Legislation

1. **Cap and Trade Reauthorization:** Support legislative proposals to reauthorize California's Cap and Trade Program.
2. **Address Legal Barriers to Environmental Justice:** This is a key environmental justice strategy approved by the Board as part of the Strategic Plan (Strategy 2.9). There is a specific commitment to "Work with the state legislature on ideas and advocacy for changes to laws that can benefit overburdened communities."
3. **AB 617 Community Air Protection Program:** Support legislative proposals, either standalone or as part of Cap and Trade Reauthorization above, that seek to reduce emissions and exposure in overburdened communities consistent with the framework of the Federal Clean Air Act and California Clean Air Act.
4. **Vehicle Emissions and Reducing Vehicle Miles Traveled:** Support legislative proposals that encourage active transportation, reduce vehicle miles traveled, and reduce emissions in the transportation sector. Oppose legislative proposals that roll back existing smog check and vehicle maintenance requirements.
5. **Climate Change:** Support legislative proposals that align with the Air District's 2017 Bay Area Clean Air Plan, including limiting fossil fuel combustion, stopping methane leaks, advancing zero-emission vehicle usage, advancing clean fuel adoption, supporting Community Choice Aggregation programs.
6. **Green and Healthy Buildings:** Support legislative proposals that accelerate low carbon buildings, support implementation of Air District Rule 9-4 and Rule 9-6, promote electrification and electrification readiness in both new and existing buildings and protect renters in the transition to green appliances.
7. **Wildfire Smoke Public Health Response:** Support legislative proposals that would improve indoor air quality in public and non-public spaces through improved filtration or weatherization, especially in vulnerable and disadvantaged communities.
8. **Emergency Backup Generation:** Support legislative proposals that seek to reduce diesel particulate emissions in backup generation through use of cleaner generation. Oppose legislative proposals that restrict air district regulatory authority of diesel backup generators.
9. **Toxic Air Emissions:** Support legislative proposals to reduce emissions and exposure of air toxics. Oppose legislation that would potentially result in increases of exposure to air toxic emissions in the Bay Area Region.
10. **Wildfire Smoke Mitigation/Prescribed Fire:** Support legislative proposals to proactively reduce smoke from catastrophic wildfires through responsible fuel management policies, including the use of prescribed fire.
11. **Stationary Source Greenhouse Gas Authority:** Support legislative proposals to provide local air districts expanded authority to establish stationary source greenhouse gas limits.
12. **Land Use:** Monitor legislative proposals that have the potential to directly affect local and regional air quality goals.



Legislative Platform (2025)

Federal Legislation and Regulatory Activity

1. **Federal Funding for Air District Clean Air Programs:** Advocate for continuous and increased funding for Air District programs that reduce emissions and exposure, or that support monitoring and planning efforts in the Bay Area Region, including federal 103 and 105 grants, Diesel Emission Reduction Act grants, and Targeted Airshed Grants. Advocate as necessary against efforts to rescind previously awarded funding or to reduce total appropriations in existing law, including the Bipartisan Infrastructure Law and the Inflation Reduction Act.
2. **Wildfire Smoke Public Health Response:** Support federal level efforts, including legislative efforts, to improve wildfire smoke public health response and indoor air quality in the Bay Area Region.
3. **Clean Transportation Programs:** Support efforts to secure any eligible remaining funding for clean transportation infrastructure in the Bay Area in federal transportation bills, the Bipartisan Infrastructure Law, and the Inflation Reduction Act.
4. **Clean Energy Programs:** Support efforts to promote clean energy technology through incentive funding or tax credits, especially in disadvantaged communities in the Bay Area. Support proposals to provide financing assistance to clean technology projects, and if possible, funding for the Air District's Climate Tech Finance Program.
5. **Particulate Matter Standards:** Support the United States Environmental Protection Agency's implementation of a more health-protective particulate matter standard consistent with the scientific evidence.
6. **Vehicle Emission Standards:** Support efforts to retain stringent vehicle emission standards that align with current California standards for light-, medium-, and heavy-duty vehicles. Support efforts to retain California vehicle emission standard authority.
7. **Climate Change:** Support federal level efforts, including legislative efforts, that align with the Air District's 2017 Bay Area Clean Air Plan, including limiting fossil fuel combustion, stopping methane leaks, advancing zero-emission vehicle usage, advancing clean fuel adoption, supporting Community Choice Aggregation programs.
8. **Green and Healthy Buildings:** Support federal level efforts, including legislative efforts and budget appropriations, that accelerate low carbon buildings, support implementation of Air District Rule 9-4 and 9-6 and promote electrification and electrification readiness in both new and existing buildings.
9. **Leaded Aviation Gas:** Continue to support efforts to adopt additional regulatory and incentive programs to promote use of lower lead and no-lead alternatives at general aviation airports.

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

A PROCLAMATION

BY THE GOVERNOR OF THE STATE OF CALIFORNIA

WHEREAS on November 7, 2024, I issued a Proclamation calling a special session of the Legislature to take prompt action to respond to threats made by the incoming federal administration regarding federal funding and other potential harms to the people of California; and

WHEREAS on January 7, 2025, I proclaimed a State of Emergency to exist in Los Angeles and Ventura Counties due to fire and windstorm conditions that have now caused multiple fires, including the Palisades, Eaton, Hurst, Lidia, Sunset, and Woodley Fires; and

WHEREAS on January 8, 2025, President Biden approved a Major Disaster Declaration to make federal funding available to affected individuals in Los Angeles County, and to state, tribal and local governments for debris removal and emergency response costs; and

WHEREAS this federal assistance will be critical, but the debris removal and emergency response funding is provided on a reimbursement basis, and the State must have sufficient funds available to cover all necessary costs without delay; and

WHEREAS a number of schools were destroyed or damaged due to these fires, and technical assistance from the State will help them rebuild as quickly as possible; and

WHEREAS this emergency underscores the need to accelerate the availability of bond funding to be prepared for firestorms, building on the billions of dollars California has invested over the last five years toward those purposes.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with Section 3(b) of Article IV of the California Constitution, hereby AMEND my Proclamation dated November 7, 2024, convening the Legislature of the State of California to assemble in extraordinary session in Sacramento, California, on the 2nd day of December 2024, by adding the following additional purposes for the session:

To consider and act upon legislation necessary to:

- c. Provide funding to support ongoing response and recovery efforts in the areas affected by the January 2025 emergency conditions in the Los Angeles area, as follows:
 - i) Provide \$1 billion to augment state emergency response funding to promptly fund costs, which should be eligible for reimbursement by the Federal Emergency Management Agency, for emergency response, cleanup, and recovery of areas affected by the January 2025 emergency conditions in the Los Angeles area.
 - ii) Provide funding to the Division of the State Architect and other state agencies, as appropriate, to expedite technical assistance to local educational agencies regarding efforts to rebuild and repair

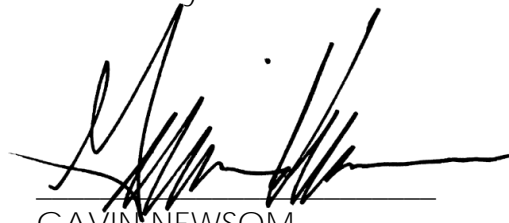
schools affected by the January 2025 emergency conditions in the Los Angeles area.

iii) Accelerate availability of \$1.5 billion in funding for greater preparedness against the growing threats of firestorms and windstorms and other natural disasters, to complement and add to disaster response and recovery funding provided by the federal government, including the continuance of existing efforts.

d. Make conforming changes to existing law consistent with this proclamation and to enable rapid deployment of funds provided under the preceding Paragraph.

I FURTHER DIRECT that as soon as hereafter possible, this Proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Proclamation.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 13th day of January 2025.

A handwritten signature in black ink, appearing to read 'Gavin Newsom', written over a horizontal line.

GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, PH. D
Secretary of State

2025 TENTATIVE LEGISLATIVE CALENDAR

COMPILED BY THE OFFICE OF THE SECRETARY OF THE SENATE AND THE OFFICE OF THE ASSEMBLY CHIEF CLERK
Revised October 16, 2024

DEADLINES

JANUARY						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY						
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						1
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16	17	18	19	20	21	22
23	24	25	26	27	28	

MARCH						
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APRIL						
S	M	T	W	TH	F	S
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20	21	22	23	24	25	26
27	28	29	30			

MAY						
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4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

- Jan. 1** Statutes take effect (Art. IV, Sec. 8(c)).
- Jan. 6** Legislature Reconvenes (J.R. 51(a)(1)).
- Jan. 10** Budget must be submitted by Governor (Art. IV, Sec. 12(a)).
- Jan. 20** Martin Luther King, Jr. Day.
- Jan. 24** Last day to submit **bill requests** to the Office of Legislative Counsel.

- Feb. 17** Presidents' Day.
- Feb. 21** Last day for bills to be **introduced** (J.R. 61(a)(1), (J.R. 54(a)).

- Mar. 31** Cesar Chavez Day

- Apr. 10** **Spring Recess** begins upon adjournment of this day's session (J.R. 51(a)(2)).
- Apr. 21** Legislature reconvenes from **Spring Recess** (J.R. 51(a)(2)).

- May 2** Last day for **policy committees** to hear and report to **fiscal committees** fiscal bills introduced in their house (J.R. 61(a)(2)).
- May 9** Last day for **policy committees** to hear and report to the Floor **nonfiscal** bills introduced in their house (J.R. 61(a)(3)).
- May 16** Last day for **policy committees** to meet prior to June 9 (J.R. 61(a)(4)).
- May 23** Last day for **fiscal committees** to hear and report to the Floor bills introduced in their house (J.R. 61(a)(5)). Last day for **fiscal committees** to meet prior to June 9 (J.R. 61 (a)(6)).
- May 26** Memorial Day.

*Holiday schedule subject to Senate Rules committee approval.

2025 TENTATIVE LEGISLATIVE CALENDAR

COMPILED BY THE OFFICE OF THE SECRETARY OF THE SENATE AND THE OFFICE OF THE ASSEMBLY CHIEF CLERK
Revised October 16, 2024

JUNE						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

June 2 - 6 Floor Session Only. No committees, other than conference or Rules committees, may meet for any purpose (J.R. 61(a)(7)).

June 6 Last day for each house to pass bills introduced in that house (J.R. 61(a)(8)).

June 9 Committee meetings may resume (J.R. 61(a)(9)).

June 15 Budget Bill must be passed by **midnight** (Art. IV, Sec. 12(c)(3)).

JULY						
S	M	T	W	TH	F	S
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

July 4 Independence Day.

July 18 Last day for **policy committees** to meet and report bills (J.R. 61(a)(10)). **Summer Recess** begins upon adjournment of session provided Budget Bill has been passed (J.R. 51(a)(3)).

AUGUST						
S	M	T	W	TH	F	S
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Aug. 18 Legislature reconvenes from **Summer Recess** (J.R. 51(a)(3)).

Aug. 29 Last day for **fiscal committees** to meet and report bills to the Floor. (J.R. 61(a)(11)).

SEPTEMBER						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Sept. 1 Labor Day.

Sept. 2-12 Floor Session Only. No committees, other than conference or Rules committees, may meet for any purpose (J.R. 61(a)(12)).

Sept. 5 Last day to **amend** on the Floor (J.R. 61(a)(13)).

Sept. 12 Last day for **each house to pass bills** (J.R. 61(a)(14)). **Interim Study Recess** begins at end of this day's session (J.R. 51(a)(4)).

*Holiday schedule subject to Senate Rules committee approval.

IMPORTANT DATES OCCURRING DURING INTERIM STUDY RECESS

2025

Oct. 12 Last day for Governor to sign or veto bills passed by the Legislature on or before Sept. 12 and in the Governor's possession after Sept. 12 (Art. IV, Sec.10(b)(1)).

2026

Jan. 1 Statutes take effect (Art. IV, Sec. 8(c)).
Jan. 5 Legislature reconvenes (J.R. 51(a)(4)).



BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT

AGENDA: 16

2025 Legislative Platform and Legislative Activities

**Board of Directors Meeting
February 5, 2025**

**Alan Abbs
Legislative Officer
aabbs@baaqmd.gov**



Presentation Requested Action

Recommend the Board of Directors:

- 1. Adopt the proposed 2025 Legislative Platform**
- 2. Approve the proposed legislative activities for the 2025 Legislative Session**

The Policy, Grants, and Technology Committee voted to recommend approval of these items at its meeting on December 18, 2024.

Presentation Outline

Proposed 2025 Legislative Platform:

- State Budget
- State Legislation
- Federal Legislation and Regulatory Activity

Proposed Legislative Activities for 2025

- Vessel Speed Reduction – Ocean-Going Vessels
- Homeowners Association Limitations
- California Air Resources Board Air District Board Member Compensation

Abbreviations

Air Quality Management District (AQMD)

Assembly Bill (AB)

Board of Directors (Board)

California Air Resources Board (CARB)

Electric Vehicle (EV)

Homeowners Association (HOA)

Nitrogen Oxides (NO_x)

Particulate Matter (PM)

Vessel Speed Reduction (VSR)

Proposed 2025 Legislative Platform

Overview of Air District Legislative Platform

- The Legislative Platform provides overall advocacy principles to the Board and the Policy, Grants, and Technology Committee, and provides guidance to Air District staff for the upcoming year
- The Legislative Platform is divided into three sections – state budget, state legislation, and federal legislation and regulatory activity. The platform does not commit the Air District to positions on every legislative proposal in the listed categories, but it does provide a metric for use in bringing proposals to the Policy, Grants, and Technology Committee for discussion and recommendations to the Board for the Board's consideration

State Budget

- 1. State Funding for Clean Air Projects**
- 2. Greenhouse Gas Reduction Fund**
- 3. AB 617 Community Air Protection Program Implementation and Incentive Funding**
- 4. Wildfire Mitigation and Public Health Response**
- 5. Clean Tech Financing**
- 6. Low-Carbon Transportation Incentives**

State Legislation

1. **Cap and Trade Reauthorization**
2. **Address Legal Barriers to Environmental Justice**
3. **AB 617 Community Air Protection Program**
4. **Vehicle Emissions and Reducing Vehicle Miles Traveled**
5. **Climate Change**
6. **Green and Healthy Buildings**
7. **Wildfire Smoke Public Health Response**
8. **Emergency Backup Generation**
9. **Toxic Air Emissions**
10. **Wildfire Smoke Mitigation/Prescribed Fire**
11. **Stationary Source Greenhouse Gas Authority**
12. **Land Use**

Federal Legislation and Regulatory Activity

- 1. Federal Funding for Air District Clean Air Programs**
- 2. Wildfire Smoke Public Health Response**
- 3. Clean Transportation Programs**
- 4. Clean Energy Programs**
- 5. Particulate Matter Standards**
- 6. Vehicle Emission Standards**
- 7. Climate Change**
- 8. Green and Healthy Buildings**
- 9. Leaded Aviation Gas**

Proposed Legislative Activities for 2025

Key Dates and Deadlines

The start of the two-year 2025-26 Legislative Session began on December 2, 2024.

Date/Deadline	Description
January 6, 2025	Legislature reconvenes
January 24, 2025	Last day to submit bill requests to the Office of Legislative Counsel
February 21, 2025	Last day for bills to be introduced
June 6, 2025	Last day for each house to pass bills introduced in that house
September 12, 2025	Last day for each house to pass bills
October 12, 2025	Last day for the Governor to sign or veto bills passed by the Legislature before September 12 and in the Governor's possession on or after September 12
January 1, 2026	Statutes take effect

Proposed Legislative Activities

VSR – Ocean-Going Vessels

Expansion of the existing *Protecting Blue Whales and Blue Skies* VSR program to include ocean territories that are not covered by any VSR program – the San Diego region and the North Coast. The expansion of the *Protecting Blue Whales and Blue Skies* program to other areas of the California coast yields additional public health and ecosystem benefits.

Recommendation: Propose Co-Sponsor

Proposed Legislative Activities (cont.)

HOA Limitations

The proposal would look at various ways to expedite permitting and installations of heat pump space and water heaters, including contractor certifications, consolidated permitting, and restrictions on HOA architectural prohibitions.

Recommendation: Continue staff discussions with legislative offices and advocates and propose sponsor, co-sponsor, and/or support any legislative efforts to address these concerns.

Proposed Legislative Activities (cont.)

CARB Air District Board Member Compensation

The proposal would provide that CARB board members representing air districts receive the same level of compensation as other Governor-appointed voting CARB board members.

- Per current statute, Health and Safety Code Section 39512.5, air district CARB Board members only receive \$100 per meeting plus actual and necessary expenses

Recommendation: Propose Support or Co-Sponsor

Recap: Presentation Requested Action

Recommend the Board of Directors:

- 1. Adopt the proposed 2025 Legislative Platform**
- 2. Approve the proposed legislative activities for the 2025 Legislative Session**

The Policy, Grants, and Technology Committee voted to recommend approval of these items at its meeting on December 18, 2024.

Questions / Discussion

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: February 5, 2025

Re: Community Advisory Council's Environmental Justice: A Call to Action

RECOMMENDED ACTION

None; the Board will discuss but no action is requested at this time.

BACKGROUND

Throughout 2023-2024, the Community Advisory Council (CAC)'s Environmental Justice Policy Ad Hoc Committee worked on the development of the CAC-adopted *A Call to Action: Charting a New Course Towards Environmental Justice at the Bay Area Air Quality Management District*.

The Environmental Justice Policy Ad Hoc Committee started meeting in December 2022 and has since been working with The Metropolitan Group and the Air District to plan environmental justice strategies and actions. After Dr. Philip Fine joined as Executive Officer/APCO in February 2023, the Air District launched its strategic planning process in September 2023, and the Environmental Justice Policy Ad Hoc Committee began to work closely and collaboratively with the Air District to prioritize environmental justice strategies and actions for integration into the Air District's *2024-2029 Strategic Plan* through the development of nine CAC Environmental Justice Priorities and specific recommendations for environmental justice strategies and actions. *A Call to Action* is a community-centered, environmental justice, visionary document with desired outcomes stemming from the nine CAC Environmental Justice Priorities. *A Call to Action* also captures how the Air District plans to respond to each of these Environmental Justice Priorities with concrete strategies and commitments from the *Strategic Plan*.

The Metropolitan Group is a social change agency that crafts strategic and creative services to amplify the power of voice of change agents in building a just and sustainable world. The Metropolitan Group's Executive Vice President, Vernice Miller-Travis, provides unparalleled environmental justice expertise in working with the CAC, staff, and the Board of Directors to develop agency-wide environmental justice action planning and the creation of the CAC's *A Call to Action*. Vernice specializes in local, state, and national environmental policy development, sustainable economic development strategies and community revitalization, brownfields

revitalization, environmental justice, urban and land-use planning, and equitable and sustainable community development.

Following the September 19, 2024, CAC meeting where a draft of *A Call to Action* was presented, CAC staff incorporated feedback received from CAC Members and Air District leadership. The draft of *A Call to Action* and the CAC September agenda item on the topic was made public two weeks prior to the meeting through the CAC and Assembly Bill (AB) 617 email listservs, and on the Air District’s social media channels (X, Thread, Facebook, LinkedIn, and Instagram). There were no public comments on this item during the first or final presentations at the CAC meetings.

During the November 21, 2024, CAC meeting, Vernice Miller-Travis of The Metropolitan Group, along with members of the CAC’s Environmental Justice Policy Ad Hoc Committee, presented the final version of *A Call to Action* for approval by the Council with a recommendation to adopt it as a CAC document. The CAC voted to adopt *A Call to Action*. At the December 11, 2024, Community Equity, Health, and Justice (CEHJ) Committee meeting, this same team presented an overview of *A Call to Action*.

DISCUSSION

The Board will review and discuss *A Call to Action: Charting a New Course Towards Environmental Justice at the Bay Area Air Quality Management District*, to be presented by Vernice Miller-Travis of The Metropolitan Group, along with a Co-Chair of the CAC’s Environmental Justice Policy Ad Hoc Committee, Council Member Latasha Washington.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funds for the work of The Metropolitan Group were included in the Fiscal Year Ending (FYE) 2024 and FYE 2025 budget, Program 302 and were encumbered in Contract 2021.073.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Amy Smith
Reviewed by: Miriam Torres and Diana Ruiz

ATTACHMENT(S):

- 1. Air District-Call to Action Handout
- 2. Call to Action Presentation



A Call to Action

Charting a New Course Toward Environmental Justice at the Bay Area Air Quality Management District



From the Community Advisory Council of the Bay Area Air Quality Management District

November 2024



Acknowledgements

It is with deep gratitude that we acknowledge the many contributors and the intensive collaboration process that informed the development of *A Call to Action*. While it is not possible to name all of the individuals who were involved, we wanted to be sure to lift up the following groups of key players. The names below are of those who made significant contributions to the content development of *A Call to Action*. In [Appendix C](#), we also acknowledge a longer list of people who attended collaborative meetings with Air District staff and council members and who were instrumental in the thinking that led to the development of the environmental justice strategies and actions highlighted in *A Call to Action*.

2024 Members of the Community Advisory Council's Environmental Justice Policy Ad Hoc Committee

Rio Molina, Ad Hoc Committee Co-Chair

Joy Massey

Latasha Washington, Ad Hoc Committee Co-Chair

Fagamalama Violet Saena

John Kevin Jefferson III

Ken Szutu

2022 – 2024 Members of Community Advisory Council

John Kevin Jefferson III, Co-Chair (reelected in May 2024), representing "at large"*

Cecilia Mejia (appointment ended in September 2023), representing "youth"

Mayra Pelagio, Co-Chair (as of May 2024), representing Santa Clara County

Hana Mendoza (appointment ended in April 2024), representing Alameda County

Ken Szutu, Co-Chair (as of January 2024), representing Solano County*

Rio Molina, representing "at large" *

Juan Aguilera, representing San Mateo County

Charles Reed (appointment ended in December 2023), representing Alameda County*

Fernando Campos, representing Contra Costa County

Jeff Ritterman, representing Contra Costa County

William Goodwin, representing Contra Costa County

Kevin Ruano Hernandez, representing "youth"*

Ms. Margaret Gordon (former Co-Chair, March 2022 – September 2023), representing Alameda County

Fagamalama Violet Saena, representing Santa Clara County*

Arieann Harrison, representing San Francisco County*

Latasha Washington (former Community Advisory Council Co-Chair, March 2022 – 2024), representing Contra Costa County*

Joy Massey (appointment ended in July 2024), representing Alameda County*

*** Indicates Community Advisory Council members who served on the Community Advisory Council's Environmental Justice Policy Ad Hoc Committee at any point between 2022 – 2024.**



The Air District’s Environmental Justice Action Planning Project Team

The following members of Air District leadership and staff served on the staff project team for the Environmental Justice Action Planning Process and the development of *A Call to Action*:

Veronica Eady, (former) Deputy Executive Officer of Equity and Community Programs

Marcia Raymond, Assistant Counsel II, Legal Division

Deborah Jordan, Consultant to the Air District’s Executive Office

Diana Ruiz, Manager, Community Engagement

Arsenio Mataka, Deputy Executive Officer of Equity and Community Programs

Amy Smith, Senior Staff Specialist, Community Engagement

Suma Peesapati, Environmental Justice and Community Engagement Officer

Miriam Torres, Senior Advanced Projects Advisor, Executive Office

Air District Leadership

Davina Hurt, Chair of the Board of Directors

Hyacinth “Hy” Hinojosa, Deputy Executive Officer of Finance and Administration

Philip Fine, Executive Officer/Air Pollution Control Officer

Arsenio Mataka, Deputy Executive Officer of Equity and Community Programs

Meredith Bauer, Deputy Executive Officer of Engineering and Compliance

Greg Nudd, Deputy Executive Officer of Science and Policy

Alexander “Sandy” Crockett, General Counsel

Viet Tran, Deputy Executive Officer of Public Affairs

Metropolitan Group

Metropolitan Group is a social change agency that seeks to amplify the power of voice of change agents in building a just and sustainable world. The following Metropolitan Group staff members contributed significantly to *A Call to Action*:

Cheryl Little, Executive Vice President

Vernice Miller-Travis, Executive Vice President

Sarah Malpass, Senior Director



Welcome

On behalf of the Bay Area Air Quality Management District (Air District), its Community Advisory Council, and the Community Advisory Council's Environmental Justice Policy Ad Hoc Committee, we are pleased to present *A Call to Action*. The process of developing this Environmental Justice Action Plan began in 2022 when the Community Advisory Council formed the Environmental Justice Policy Ad Hoc Committee to strengthen relationships and collaboration between the Community Advisory Council, staff, and Board of Directors leadership, and to explore the development of a policy to center environmental justice at the Air District. In 2023, the Air District's Board of Directors and newly appointed Executive Officer, Philip Fine, embarked on the development of a five-year Strategic Plan. The new strategic planning process created an opportunity for the Environmental Justice Policy Ad Hoc Committee to move its work forward in coordination and alignment with the agency's strategic planning goals, with a strong emphasis on environmental justice.

A Call to Action represents the collaborative and co-creative work of the Community Advisory Council and the Air District's leadership and staff over the course of nearly two years. Building off the leadership of the Board of Directors and the Community Equity, Health, and Justice Committee, whose members have spearheaded the elevation of environmental justice at the Air District, the Environmental Justice Policy Ad Hoc Committee and the Air District's staff leadership and technical staff worked in close collaboration to center the Environmental Justice Priorities in the strategic planning

process. We are grateful for the contributions of the many individuals who gave generously of their time, expertise, and wisdom to this effort, reinforcing our collective commitment to making environmental justice a central focus of the Air District's work.

This plan reflects a commitment to reinvest in frontline environmental justice communities who have been most affected by pollution...

The extended and regular engagement with members of the community as part of this process has been called audacious—a powerful step toward dismantling the silos between the agency and impacted communities. We hope this offers a blueprint for local agencies seeking to elevate the voices, lived experience, and leadership of environmental justice communities.

This plan reflects a commitment to reinvest in frontline environmental justice communities who have been most affected by pollution, and offers a powerful vision for putting action behind words that reimagines the Air District's relationship with the community going forward.

We thank you for taking the time to read *A Call to Action*, and we invite you to join us in the work of improving air quality and overall environmental justice outcomes for frontline communities who are disproportionately and adversely affected by air pollution.



Sincerely,

A handwritten signature in white ink on a dark blue background.

John Kevin Jefferson III, Co-Chair of the Community Advisory Council



A handwritten signature in white ink on a dark blue background.

Mayra Pelagio, Co-Chair of the Community Advisory Council



A handwritten signature in white ink on a dark blue background.

Ken Szutu, Co-Chair of the Community Advisory Council



A handwritten signature in white ink on a dark blue background.

Rio Molina, Environmental Justice Policy Ad Hoc Committee Co-Chair



A handwritten signature in white ink on a dark blue background.

Latasha Washington, Environmental Justice Policy Ad Hoc Committee Co-Chair

Acknowledging A Call to Action

With the advice of the Community Advisory Council and all the community members it represents, the Air District Board is leading the nation on several initiatives that directly benefit Bay Area communities most impacted by air pollution.

From the early days of the Community Air Risk Evaluation (CARE) program, which started in 2006, the Air District recognized the need for innovative approaches to air quality management—because let's face it, the traditional pathways just weren't cutting it when it came to tackling long-standing environmental injustices and inequities.

To further this commitment, the Air District Board of Directors (Board) established the Community Equity, Health, and Justice Committee of the Board, focusing on environmental justice policies and regulations. Understanding the importance of community involvement beyond traditional public comments, the Board formed the Community Advisory Council to amplify voices from local neighborhoods and offer the Board advice based on lived experiences in communities most impacted. With a strong commitment to environmental justice and support for the body's independence of thought, the Board allocated the necessary financial resources to support the development of Environmental Justice Priorities and action plans, culminating in the creation of *A Call to Action*.

“Remember to imagine and craft the worlds you cannot live without, just as you dismantle the worlds you cannot live within.”

—Ruha Benjamin

I am thrilled to hear the community's voice captured in the Community Advisory Council's *Call to Action* and acknowledge its importance to the Board's implementation planning of the recently adopted **2024 – 2029 Air District Strategic Plan**. The strategies outlined in the Strategic Plan underscore the significance of ongoing partnership with all communities, particularly those represented by the Community Advisory Council, to ensure that affected communities can breathe healthier, cleaner air.

Since I joined the Air District's Board of Directors for San Mateo County cities in 2019, our approach to community engagement has undergone a remarkable transformation. Back then, we had neither a Community Equity, Health, and Justice Committee nor a Community Advisory Council, and we only had one finalized Community Action Plan, in West Oakland under the **Assembly Bill 617 program**. Fast-forward nearly five years, and we now



have an ambitious Strategic Plan, a Community Equity, Health, and Justice Committee of the Board, a Community Advisory Council, and four active AB 617 Steering Committees, in West Oakland, Richmond–North Richmond–San Pablo, East Oakland, and Bayview–Hunters Point. This progress is not by chance; it is the result of the dedicated efforts of staff, community members, and the Board working collaboratively.

In the past year, I have already witnessed the implementation of changes recommended by the Community Advisory Council. For instance, we commend the Community Advisory Council members for their insightful recommendations regarding the allocation of penalty funds to support local and regional community benefits. The Board approved all of the Community Advisory Council's recommendations for this new penalty policy. To my knowledge, no other air district in the nation has intentionally set aside penalty funding at this level for community benefits. This is groundbreaking—transforming our policies and priorities while actively implementing environmental justice–focused strategies outlined in the Strategic Plan.

I am deeply appreciative of the Community Advisory Council members' selflessness and their genuine dedication to the communities they serve. I am equally inspired by the staff's unwavering commitment to advancing equity and embracing new approaches. Together, we are making strides toward cleaner air and a healthier climate. Collectively, we are crafting a future where everyone can thrive in cleaner air and healthier communities.

Sincerely,



Davina Hurt
Chair, Board of Directors



Contents

Executive Summary . . . 1



Introduction 5

Our Environmental Justice Priorities: A Call to Action from the Community Advisory Council 8



At a Glance: The Air District's Environmental Justice Commitments 11

Charting the Course: Actions the Air District Will Take to Advance Environmental Justice . . 15

1. Advance Environmental Justice	17
2. Provide Meaningful Agency Support to Advance Environmental Justice.....	20
3. Integrate Environmental Justice Considerations in Core Functions	22
4. Implement Environmental Justice Best Practices and Innovation	24
5. Communicate with Clarity, Transparency, and Integrity	27
6. Grow Capacity of Air District Staff and Board Members to Integrate Environmental Justice .	30
7. Grow Capacity of Environmental Justice Communities and Organizations	33
8. Seek Appropriate Legal Remedies and Coordinate with Environmental Justice Communities	36
9. Provide Technical Assistance to Local Governments.....	38

The Journey Ahead: Implementation and Accountability41

Appendices 44

A. The Principles of Environmental Justice	45
B. What Is an Environmental Justice Community?	47
C. The Environmental Justice Action Planning Process.....	49
D. Crosswalk of Strategies from the Air District’s 2024 – 2029 Strategic Plan with the Environmental Justice Priorities and Focus Areas for Early Implementation	53
E. Federal, State, and Regional Air Quality Responsibilities	58

Executive Summary



A Call to Action summarizes the Community Advisory Council's vision and recommendation to advance nine Environmental Justice Priorities and related actions at the Air District.

The Community Advisory Council was established by the Board of Directors in November 2021, representing different environmental justice communities throughout the Bay Area. This group of community leaders and environmental justice advocates assists the Board in developing Air District initiatives that benefit the community and advance environmental justice, while prioritizing engagement and partnership. The Community Advisory Council is a standing advisory council of the Air District that uses environmental justice principles to provide guidance to the Board of Directors and the Executive Officer/Air Pollution Control Officer on programs and policies that impact overburdened communities within the Air District's jurisdiction to ensure the fair treatment of all persons living in those communities. The Community Advisory Council and the Community Advisory Council's Environmental Justice Policy Ad Hoc Committee served as formal advisors to the [Air District's 2024 – 2029 Strategic Plan](#).

The Challenge

For 70 years, the Air District has been responsible for ensuring that people living in the Bay Area breathe clean air. Although regional air quality has significantly improved, not all communities have benefited equitably. These impacted communities are most often lower-income communities of color. Often these communities have endured decades of exclusionary and discriminatory government policies and practices. These injustices have resulted in communities that experience the effects of environmental racism, including lower air quality, contributing to poorer health outcomes and associated lower life expectancy, and a lower quality of life overall. In response to these challenges, the Air District Board of Directors created the Community Advisory Council to advise on issues affecting these impacted communities and to ensure that their voices are heard in the decision-making process.



The Call to Action

Since January 2022, the Community Advisory Council has advised the Air District about how it must build trust with communities to better understand community concerns. From December 2022 to December 2024, the Environmental Justice Policy Ad Hoc Committee has worked with staff, executive leadership, and the Board of Directors to prioritize solutions to achieve environmental justice.

The Community Advisory Council identified nine Environmental Justice Priorities that are intended to guide the agency in better advancing and addressing environmental justice across all aspects of the Air District's operations. These priorities outline the conditions necessary for the Air District to be an effective partner with frontline environmental justice communities, aiming to improve air quality and overall community health and well-being. By focusing on these priorities, the Air District seeks to embed environmental justice in its operations and decision-making processes, ultimately benefiting the communities most affected by environmental disparities.



The Community Advisory Council's Environmental Justice Priorities

1. Advance Environmental Justice
2. Provide Meaningful Agency Support to Advance Environmental Justice
3. Integrate Environmental Justice Considerations in Core Functions
4. Implement Environmental Justice Best Practices and Innovation
5. Communicate with Clarity, Transparency, and Integrity
6. Grow Capacity of Air District Staff and Board Members to Integrate Environmental Justice
7. Grow Capacity of Environmental Justice Communities and Organizations
8. Seek Appropriate Legal Remedies and Coordinate with Environmental Justice Communities
9. Provide Technical Assistance to Local Governments



The Air District's Response

In the Air District's most recent Strategic Plan, 80% of the strategies address one or more of the Environmental Justice Priorities.¹ The centrality of environmental justice in the Strategic Plan and the strategies identified to advance environmental justice reflect the Board of Directors' commitment to this issue since 2017. This discussion has evolved over time and was informed by discussions with the Board of Directors in January 2024, as well as by ongoing discussions between Air District staff leadership, technical staff, and the Community Advisory Council's Environmental Justice Policy Ad Hoc Committee from the fall of 2023 through 2024.

The strategies support a new vision focused on:

- Changing the Air District's primary approach to air quality from a regional focus to using more local information and analyses that support targeted environmental justice outcomes
- Prioritization of environmental justice communities (e.g., through community benefits funds, penalty policy, cumulative health analyses, prioritization of permitting reviews in environmental justice communities, etc.)
- Engaging communities in more meaningful communications and partnerships. This includes community science (e.g., community monitoring and data collection) and public participation (e.g., regular community forums and new community feedback mechanisms) that recognizes communities' existing expertise, strengths, and assets
- Stronger enforcement (e.g., deterrence-based penalties, community-focused injunctive relief, and consideration of repeat violations in determining enforcement response)

- Better response to air quality complaints and incidents with improved coordination, communication, and local data usage
- Continuous improvement on advancing equity and environmental justice actions via collaboration with, and input from, the Community Advisory Council and environmental justice communities

In the fall of 2024, the Community Advisory Council's Environmental Justice Policy Ad Hoc Committee will provide input to Air District staff and the Board in the implementation of the Strategic Plan, including the development of specific actions, milestones, and metrics for the three priority areas chosen by the Ad Hoc Committee as topics of focus: data collection and usage, permitting, and compliance and enforcement.

The Community Advisory Council's *Call to Action* and the Air District response will broaden the Air District's perspectives about how it can drive positive change by leveraging its existing rules, regulations, and statutory authorities. Advancing environmental justice requires systemic change that is mindful of the many environmental, economic, and social factors affecting impacted communities. Systemic change requires continuous, two-way communication with impacted communities, as well as interdisciplinary, intersectional, and innovative solutions that address root causes of inequity.

As it moves forward, the Air District's investment in strategies that respond to the community's needs, as recommended in the Community Advisory Council's *Call to Action*, will result in a greater capacity for everyone—the Air District, local governments, elected officials, community-based organizations, and community members—to advance environmental justice.

1 For more information, see [Appendix D](#).

Introduction



A *Call to Action* presents the Environmental Justice Priorities of the Bay Area Air Quality Management District's (Air District's) Community Advisory Council and the Air District's agenda for future action in response. This report contains the following chapters:

Introduction: Learn about the origins of the Community Advisory Council's call to action and how the Air District defines communities grappling with environmental injustice.

Our Environmental Justice Priorities: A Call to Action from the Community Advisory Council: Read the Community Advisory Council's full call to action to the Air District to achieve nine Environmental Justice Priorities.

At a Glance: The Air District's Environmental Justice Commitments: Learn about some of the new paths the Air District will take to advance environmental justice in the Bay Area.

Charting the Course: Actions the Air District Will Take to Advance Environmental Justice Priorities: Learn about how the Air District's strategies and actions will advance each of the Community Advisory Council's Environmental Justice Priorities.

The Journey Ahead: Implementation and Accountability: Learn how the Air District will be accountable to its commitments, how you can stay up to date on implementation activities, and how you can get involved.

A Call to Prioritize Environmental Justice

The Air District's Community Advisory Council is a standing advisory body at the Air District that makes recommendations to the Board of Directors and Executive Officer/Air Pollution Control Officer on equity and environmental justice matters to improve air quality in the impacted communities within the surrounding counties in the Bay Area.

At the December 1, 2021, Board of Directors meeting, the Board discussed the historical connection between racial segregation and structural racism, and current-day environmental injustices in the Bay Area and across our nation. At this meeting, the Board also discussed the need for the Air District to engage in environmental justice action planning. In 2023, the Air District's Board of Directors and newly appointed Executive Officer, Philip Fine, embarked on the development of a five-year Strategic Plan. The new strategic planning process created an opportunity for the Environmental Justice Policy Ad Hoc Committee to move its work forward in coordination and alignment

with the agency's strategic planning goals, with a strong emphasis on environmental justice.

The Community Advisory Council and the Community Advisory Council's Environmental Justice Policy Ad Hoc Committee served as formal advisors to the Air District on the **2024 – 2029 Strategic Plan**. In September 2023, the Community Advisory Council identified the first iteration of a set of Environmental Justice Priorities for the Air District Board of Directors during the Community Advisory Council's retreat to support the work of the Environmental Justice Policy Ad Hoc Committee. The nine Environmental Justice Priorities were further developed based on a series of iterative and collaborative discussions, during which the Ad Hoc Committee engaged with each other, the full Community Advisory Council, directors and staff from certain Air District divisions, executive leadership, and the Board of Directors. This collaborative, co-creative development process represents how the Environmental Justice Policy

Ad Hoc Committee would like the Air District to work with environmental justice communities in the future.

These Environmental Justice Priorities serve as a call to action for the Air District, and are detailed in the following chapter. The Environmental Justice Priorities are intended to guide the agency to advance and address environmental justice within all aspects of the agency's operations. They identify the conditions needed for the Air District to be an effective partner with frontline environmental justice communities who are most affected by air pollution to improve air quality and overall environmental justice outcomes.



“The way in which staff showed up in this planning process showed a level of commitment and gave me a level of assurance that they want to listen. I see that being an outcome that really contributed to where we are right now. One way to rebuild trust is presence, and I think that the mere presence of folks in the meetings has been a success. And as a result, we now have this beautiful working action plan. I can’t discount the way staff interacted, and also the way that the Community Advisory Council has interacted with staff. Because that’s hard to do, right?”

—Joy Massey



Courtesy of Ken Szutu

Our Environmental Justice Priorities: A Call to Action from the Community Advisory Council



This chapter shares the Community Advisory Council's call to action to the Air District to achieve environmental justice and equity through nine Environmental Justice Priorities.

The Community Advisory Council's Environmental Justice Priorities

The Air District's Community Advisory Council developed the following Environmental Justice Priorities, intended to guide the Air District in advancing and addressing environmental justice across all aspects of its operations. They serve as critical recommendations for the Air District to be an effective partner with frontline communities who are most affected by pollution, and to improve air quality and overall environmental justice and equity outcomes central to the Air District's mission.

1. Advance Environmental Justice

To advance environmental justice effectively over the long term, the Air District must practice restorative justice by creating agencywide policies, practices, procedures, and norms that both recognize the trauma and adverse health impacts caused by environmental racism, and honor the emotional work and investment of time that is required for staff and community leaders to work together effectively in advancing environmental justice.

The Air District must value the voices, lived experience, and leadership of environmental justice communities; develop respectful relationships and partnerships with these communities; hire from these communities; view these communities as a resource; provide compensation for their time and expertise; gather their input; use that input to directly inform decision-making; and establish formal participatory processes for addressing and implementing community input and for increasing agency accountability to communities.

The field of environmental justice is inherently intersectional and interdisciplinary. Therefore, the Air District must dismantle internal silos by reorganizing and restructuring to build an agency structure and culture that supports cross-divisional work.

For staff to better enact environmental justice, the Air District must cultivate a culture of innovation, embrace learning by doing, and adopt clear definitions for environmental justice and equity (and related terms) that are grounded in community input.

2. Provide Meaningful Agency Support to Advance Environmental Justice

For staff and community leaders to have the meaningful agency support needed to advance environmental justice, Air District leadership must provide a strong vision and set a clear tone for achieving environmental justice and ensuring that communities of concern breathe clean air; lead the revision of internal policies, practices, and procedures with an equity lens; and lead the revision of mission-related policies, practices, and procedures with an environmental justice lens.

3. Integrate Environmental Justice Considerations in Core Functions

The Air District must prioritize incorporating into its core functions the following environmental justice considerations: community-based science and real-time air monitoring and data collection, public health considerations, cumulative impact analysis, disparate impact analysis and civil rights compliance, and recognition of historical impacts and damages as well as the need for restorative steps.

4. Implement Environmental Justice Best Practices and Innovation

The Air District must create and implement a strategy for incorporating environmental justice best practices and innovation into its day-to-day operations and core functions—including data collection and analysis; measurement and monitoring; permitting; environmental analysis; inspections; enforcement; and legal actions including litigation, mitigation, planning, rule making, and incentives funding.

5. Communicate with Clarity, Transparency, and Integrity

The Air District must communicate with clarity, transparency, and integrity to environmental justice communities about the agency's role, responsibilities, and limitations, as well as where there is room to grow, improve, and bring about transformational change within the agency's regulatory charge.

6. Grow the Capacity of Staff and Board Members to Integrate Environmental Justice

The Air District must invest in growing the capacity of staff and Board members to integrate environmental justice into their day-to-day roles and responsibilities; in developing capacity of communities and middle management on new policies, practices, and procedures; in establishing environmental justice as a core competency for staff; in prioritizing hiring, retention, and promotion of staff with lived experience living in and/or working with frontline environmental justice communities; and in ensuring that staff and leadership at all levels of the agency reflect the diversity of the communities the agency serves.

7. Grow the Capacity of Environmental Justice Communities and Organizations

The Air District must invest in growing the capacity of environmental justice communities and organizations to work effectively with the Air District on systemic change, in creating economic benefits and workforce opportunities in these communities, and in enabling these communities to access and manage resources to address disparities.

8. Seek Appropriate Legal Remedies and Coordinate with Environmental Justice Communities

The Air District must seek appropriate legal remedies, collaborate and coordinate with environmental justice communities on those remedies, impose high enough penalties, reach deterrence-based outcomes with violators, and ensure that environmental justice communities benefit from and have a say in the use of related funds.

9. Provide Technical Assistance to Local Governments

The Air District must provide technical assistance to local governments to enable them to more effectively incorporate environmental justice analysis into their local land use, planning, and zoning decision-making and permitting practices. It must also weigh in on the environmental justice frameworks being developed by cities and counties in the nine Bay Area county jurisdictions as part of their general plans, to integrate environmental justice policy and help establish a plan for implementation and enforcement.

At a Glance: The Air District's Environmental Justice Commitments



A Vision for Change: One Air District Working Toward Environmental Justice

For nearly 70 years, the Bay Area Air Quality Management District has been responsible for ensuring that people living in the Bay Area breathe clean air. Although regional air quality has significantly improved, not everyone has benefited equitably. Communities located near freeways, busy roads, and industrial facilities continue to be exposed to higher levels of air pollution than most communities located further away from these sources. Impacted communities are most often lower-income communities of color. This is no accident. Often these communities have endured decades of exclusionary and discriminatory government policies and practices. These injustices have resulted in communities that experience the effects of environmental racism including lower air quality, poorer health outcomes, associated lower life expectancy, and a lower quality of life overall. Many environmental justice communities also face inequities related to the impacts of climate change.²

The Air District staff engaged in an extended series of conversations with the Community Advisory Council and its Environmental Justice Policy Ad Hoc Committee members to better understand air quality from their perspectives as community members. Recognizing that communities are not monolithic, the Air District engaged in deep listening as members recounted the persistence of harms from the past and the accumulation of new harms afflicting their communities. These conversations required time and were sometimes uncomfortable, but they were necessary for building trust and dialogue so that a new vision for how the Air District could manage air quality could emerge.

This new vision increases the Air District's focus on place-based solutions to manage air quality more effectively in impacted communities. This vision also broadens the Air District's perspectives about how it can drive positive change by leveraging its existing rules, regulations, and statutory authorities. Advancing environmental justice requires systemic change that takes into consideration the many environmental, economic, and social factors affecting communities. Systemic change requires continuous, two-way communication with impacted communities and solutions that address root causes of inequity. As a result, the Air District's vision requires interdisciplinary, intersectional, and innovative approaches.

Investment and agreement in this vision will lead to greater capacity for all stakeholders—the Air District, local governments, community-based organizations, and community members—to advance environmental justice.

“One of the main benefits of this process is the extended and regular engagement with key leadership at the Air District. It has created an opportunity for us to learn about the institutional culture and how to go about the change we seek. It has forced them to hear a few things. They are starting to see that we are all humans, that we have a lot more in common than we have not in common.”

—John Kevin Jefferson III

² For more information, see:

- Rothstein, R. (2018). *The Color of Law: A Forgotten History of How Our Government Segregated America*. Liveright Publishing Corporation.
- United States Environmental Protection Agency. (2024). "Environmental Justice Research at the EPA." Retrieved from: www.epa.gov/ej-research.

Air District Response to the Call to Action

A key role of the Community Advisory Council is to provide advice to the Air District and Board of Directors on programs and policies that impact all communities, including overburdened communities, within the Air District's jurisdiction. The nine Environmental Justice Priorities developed by the Air District's Community Advisory Council help to inform and provide advice to the agency and its staff about how it can advance and address environmental justice within all aspects of the agency's operations. The Community Advisory Council's Environmental Justice Policy Ad Hoc Committee also identified three focus areas for near-term and sustained actions to advance environmental justice: data collection and usage, permitting, and compliance and enforcement.³ These three priority areas are highlighted in the following chapter.

The Air District is committed to addressing the Community Advisory Council's Environmental Justice Priorities through its **2024 – 2029 Strategic Plan**. This Strategic Plan represents a significant evolution of the agency's mission and vision from a focus on improving regional air quality to a targeted approach that recognizes and addresses environmental inequities in air quality at the local level.

With input from the Community Advisory Council's Environmental Justice Policy Ad Hoc Committee, the Air District will develop measurable implementation plans for activities related to advancing environmental justice.

Big picture, there are six major areas where communities can expect to see changes at the Air District to advance environmental justice:

- **Localize Air Quality Approach:** Changing the Air District's primary approach to air quality from a regional focus to using more local information and analyses that support targeted environmental justice outcomes
- **Prioritize Environmental Justice Communities for Equity:** Prioritization of environmental justice communities (e.g., through community benefits funds, penalty policy, cumulative health analyses, prioritization of permitting reviews in environmental justice communities, etc.)
- **Engage Environmental Justice Communities:** Engaging communities in more meaningful communications and partnerships. This includes community science (e.g., community monitoring and data collection) and public participation (e.g., regular community forums and new community feedback mechanisms) that recognizes communities' existing expertise, strengths, and assets
- **Respond Quickly to Air Quality Complaints and Incidents:** Better response to air quality complaints and incidents with improved coordination, communication, and local data usage
- **Strengthen Enforcement Response:** Stronger enforcement (e.g., deterrence-based penalties, community-focused injunctive relief, and consideration of repeat violations in determining enforcement response)
- **Improve Continuously and Collaboratively:** Continuous improvement on advancing equity and environmental justice actions via collaboration with, and input from, the Community Advisory Council and environmental justice communities

These areas of change are represented in the illustration that follows.

³ For more information on the Environmental Justice Action Planning Process and these three near-term implementation focus areas, see [Appendix C](#).



**BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT**



**Localize Air
Quality Approach**

**Respond Quickly to Air Quality
Complaints and Incidents**



**Strengthen
Enforcement
Response**

**Engage Environmental
Justice Communities**



**Improve
Continuously and
Collaboratively**



**Prioritize Environmental Justice
Communities for Equity**

Our Environmental Justice Commitments

The Community Advisory Council's advice on what environmental justice means and what the Air District should consider to advance environmental justice helped inform its new strategic direction: 80% of the strategies identified in the 2024 – 2029 Strategic Plan address one or more of the Environmental Justice Priorities.

Building on many discussions between the Air District's staff leadership, technical staff, and the Community Advisory Council's Environmental Justice Policy Ad Hoc Committee, and with the leadership of the Board of Directors and the Community Equity, Health, and Justice Committee, the Air District will develop measurable implementation plans for actions to advance environmental justice in communities across the Bay Area.

Charting the Course: Actions the Air District Will Take to Advance Environmental Justice Priorities



This chapter presents how the Air District will advance the Community Advisory Council's nine Environmental Justice Priorities. The strategies are taken from the Air District's Strategic Plan. The strategies are overlapping and many of them advance multiple Environmental Justice Priorities. For brevity, this chapter highlights key strategies for each of the nine Environmental Justice Priorities without repeating throughout the chapter. **Appendix D** shows, in greater detail, how the strategies support multiple Environmental Justice Priorities.

In addition, the chapter presents sample actions the Air District will take for each strategy. In the fall of 2024, the Community Advisory Council's Environmental Justice Policy Ad Hoc Committee will provide input to Air District staff and the Board of Directors in the implementation of the Strategic Plan, including the development of specific actions, milestones, and metrics for the three priority areas: data collection and usage, permitting, and compliance and enforcement.



PRIORITY 1:

Advance Environmental Justice



Reducing disparities in air pollution requires a different approach to air quality management with a shift in focus from the regional to the local. Community members understand air quality issues at the neighborhood level. Community members experience firsthand the odors, smoke, dust, particulates, and other pollution stemming from a variety of commercial, industrial, and mobile sources.

Community members also experience air quality within a system of broader concerns and chronic stressors such as environmental, income, health, housing, job security, and other socioeconomic factors. As a result, air quality and health problems require interdisciplinary and intersectional approaches to arrive at solutions that address the root causes of problems, not just symptoms.

Residents are often the first to become aware of air pollution problems or incidents. Their lived observational experience provides information beyond what is available from the limited air quality monitoring systems and stations. Moving forward, meaningful participation by community members must help shape and inform the Air District's decision-making. Partnering with community members to include local experiences and solutions can make a critical difference in demonstrating the significance of the harm and can lead to more effective permitting, compliance, and enforcement. By valuing community voices, expertise, and leadership, the Air District can cultivate innovative, place-based approaches that meet the critical needs of communities on the ground.

“The community has to state what their wants and needs are. And then the Air District, on the other end, has to be transparent and actually say what’s realistic.”

—Latasha Washington



What Does It Mean to Advance Environmental Justice?

Value communities and their expertise:

- Honor the voices, lived experience, and leadership of environmental justice communities
- Build trust with impacted communities
- Develop respectful relationships and partnerships
- Hire prospective staff from these communities
- View communities as a valued resource
- Provide compensation for community members' time and expertise
- Gather input and use that input to directly inform decision-making
- Establish formal participatory processes for addressing and implementing community input and increasing agency accountability
- Provide environmental justice communities with tools to help them address legal barriers to advancing environmental justice

Recognize that environmental justice is an intersectional and interdisciplinary field:

- Dismantle internal silos by reorganizing and restructuring to build an agency structure and culture that supports and encourages cross-divisional work

Cultivate a culture of innovation and action:

- Embrace learning by doing
- Adopt clear definitions for environmental justice and equity (and related terms) that are grounded in community input

What the Air District Will Do

Change Approach to Air Quality (Strategy 1.1):

The Air District will change its approach to reducing air pollution to include a targeted local approach so that it achieves meaningful improvements to air quality in communities, with a focus on communities overburdened by air pollution.

A sample of Air District actions:

- Focus on the sources causing the greatest disparities in air pollution and the most harm to communities at the local level, as well as the sources driving up regional levels of air pollution.
- Use the information from detailed assessments of air quality and community vulnerability to prioritize actions that reduce pollution causing inequitable exposures to air toxics and particulate matter (PM 2.5).
- Prioritize actions such as updating sector-specific regulations and other actions including strengthening enforcement and implementing more targeted incentive programs.

Community Partnership (Strategy 2.1): The Air District will develop partnerships with communities so they can directly participate in identifying the solutions to the air quality problems that impact them.

A sample of Air District actions:

- Work with community leaders to develop and define what partnership looks like from their perspective.
- Partner with communities to better understand their experience with air pollution and the sources that concern them, and to identify and prioritize pollution reduction actions with a focus on inequitable exposure.

Understand Local Air Pollution (Strategy 2.7):

The Air District will work with communities overburdened by air pollution to develop a more complete understanding of air pollution in their neighborhoods.

A sample of Air District actions:

- Use communities' experience and knowledge to inform where the Air District does additional air monitoring, including mobile monitoring and short-term monitoring studies.
- Run air pollution data, including emissions and monitoring data, through computer modeling programs to get a more complete picture of air pollution within specific neighborhoods.

Address Legal Barriers (Strategy 2.9): The Air District will work to change laws that prevent the Air District from advancing environmental justice.

A sample of Air District actions:

- Support state laws that increase the amount of penalties that the Air District can collect for air pollution violations.
- Talk with state legislators and their staff about the local health impacts of air pollution so they may be better positioned to champion legal changes.
- Share with federal and state representatives how the Air District and communities are partnering together to improve local air quality.

PRIORITY 2:

Provide Meaningful Agency Support to Advance Environmental Justice



The Air District can support the health and well-being of communities by re-envisioning its mission through the lens of equity and environmental justice. A strong vision that is actively supported by leadership must focus on achieving fair and equitable outcomes of clean air for everyone, as well as striving to eliminate disproportionate harm caused by current and long-standing legacy pollution.

Effective enforcement of stricter rules is a key area where the Air District can make great strides in advancing environmental justice. Communities especially want more transparency and accountability in how the district holds violators accountable. Communities also want greater transparency in how the district works with other private entities and state and municipal agencies to enforce air quality regulations.

In order to provide meaningful support, the Air District will need to dedicate more resources and funding for air quality management approaches that recognize and reduce disparities in local air pollution. This investment to advance environmental justice will enable the Air District to become a more inclusive, accountable, effective, and community-oriented organization.

The Environmental Justice Policy Ad Hoc Committee emphasized budget allocations, meaningful community participation, and enhanced enforcement and transparency around the permitting process as some of the critical ways the Air District could provide meaningful agency support.



“We need to take advantage of the strength of the community ... they are always there. Include them in community-engaged monitoring and community-engaged enforcement.”

—Ken Szutu

Courtesy of Ken Szutu

How Can the Air District Support and Advance Environmental Justice?

- Provide a strong vision and set a clear tone of accountability so that impacted communities breathe cleaner air
- Use an equity lens to revise internal policies, practices, and procedures
- Use an environmental justice lens to revise mission-related policies, practices, and procedures

What the Air District Will Do

Stronger Regulations (Strategy 1.2): The District will develop stronger regulations, prioritizing those that can improve local air pollution.

A sample of Air District actions:

- Ensure regulations are updated and that they reflect the agency's current understanding of the health burdens associated with air pollution and include the latest technological advancements in reducing emissions.
- Update an existing regulation when the agency finds that it does not provide adequate health protection or that it includes inappropriate or outdated exemptions.
- If needed, develop new regulations to ensure the appropriate level of health protection for communities.

New Enforcement Policy (Strategy 1.6): The Air District will collaborate with communities to develop an enforcement policy to better prevent violations of air quality regulations.

A sample of Air District actions:

- Develop an enforcement policy that considers environmental justice principles, community voices, experiences, and perspectives.
- Develop and include principles to guide how the Air District evaluates and applies penalties, as allowed by state law, community-focused legal remedies, and consideration of repeat violations.

Align Resources (Strategy 4.11): The Air District will be intentional about ensuring that its resources and annual budgets are well-aligned with organization and community priorities.

A sample of Air District actions:

- Align spending to achieve real impact by adopting new approaches to air quality management that focus on understanding and reducing disparities in local air pollution exposure.

PRIORITY 3:

Integrate Environmental Justice Considerations in Core Functions



The Community Advisory Council identified seven areas where the Air District can incorporate environmental justice in its core functions. One area with great potential is building the capacity of community members to collect and interpret data to understand local air pollution, community health, and cumulative impacts. By evaluating disparate impacts and recognizing historic harms, the Air District can strengthen enforcement of existing regulations, seek appropriate permitting, and develop more health-protective actions.

It is vitally important that community members understand air quality in their neighborhoods. However, existing data is challenging to use, especially if it is used to understand and reduce environmental injustice. For example, most health data is available at a census tract, ZIP code, city, or county level, which can complicate assessment between different neighborhoods or parts of a community.

Understanding the connections between air quality and health is made especially difficult by cumulative impacts that occur when various government entities allow polluting activities, such as industry, to make individual facility decisions that, when added together, can cause impacts that accumulate over time and increase environmental exposures in nearby communities. It is important to collaborate with communities to prioritize pollution reduction efforts by considering cumulative impacts and focusing on addressing inequitable exposures. It would also be beneficial for the Air District to work in collaboration with communities to create new enforcement policies and plans to incorporate robust, legally admissible data from communities into enforcement efforts. By incorporating environmental justice in its core functions, the Air District can address these complex factors that affect people's health, well-being, and quality of life.



Courtesy of Ken Szutu

“I definitely hope in the future that we start looking at health risks with some of our decision-making. Health risk assessments should be a driver of enforcement and regulatory action.”

—Latasha Washington

Seven Areas Where the Air District Should Incorporate Environmental Justice

- Community-based science
- Real-time air monitoring and data collection
- Public health considerations
- Cumulative impact analysis
- Disparate impact analysis and civil rights compliance
- Recognition of historical impacts and damages
- Recognition of the need for restorative steps

What the Air District Will Do

Collect Community Data (Strategy 2.2): The Air District will build community capacity to collect air pollution data and utilize this data to reduce the pollution that most harms communities.

A sample of Air District actions:

- Provide community members with air quality data collection tools.
- Work with communities to collect data (with appropriate quality assurance and quality control) that can help with improved enforcement, more stringent regulations, better targeted or new incentive programs, or other programs and policies to reduce pollution.

Cumulative Health Impacts (Strategy 2.11):

The Air District will develop its understanding of the cumulative effects of air pollution and other stressors, and use this information to focus regulatory efforts in areas experiencing the most air pollution and related cumulative impacts.

A sample of Air District actions:

- Develop a better understanding of where cumulative impacts exist and how they should be considered in Air District and local government decision-making.
- Explore how to further consider cumulative impacts in the Air District's programs, including permitting, regulations, and compliance.

PRIORITY 4:

Implement Environmental Justice Best Practices and Innovation



The Community Advisory Council identified seven areas where the Air District can incorporate best practices to better serve people living in areas overburdened by air pollution.

Information through enhanced data collection and analysis is key for understanding which sources of pollution are most harmful to community members. For example, flaring is a major concern for people living near refineries, since it can periodically release uncertain, and potentially unsafe, amounts of air pollution. With better information, the Air District can focus its inspection resources where they will have the greatest impact on compliance, and therefore the greatest benefits to community air quality and health.

In September 2017 a new state law, Assembly Bill 617, fundamentally changed how local air districts approach air quality planning. The law requires all major air districts to partner with those communities selected by the state to develop plans to reduce air pollution in their neighborhoods. The Air District already maintains a comprehensive air quality monitoring network that includes over 30 monitoring stations across the Bay Area's nine counties. Upgrading its network will allow for better access to a wider range of data by the public.

Through enhanced monitoring and increased knowledge and adoption of best practices, the Air District can use its inspections, enforcement, permitting, and legal authority to ensure that all industries and businesses in the Bay Area are minimizing air pollution and complying with the law, especially those located in communities overburdened by air pollution.



Courtesy of Ken Szutu

“The community should be able to read the District’s air monitors at any time. We should be able to install a monitor to share the data we are seeing on the community level in real time, and the data should feed into and speak to the Air District’s system. Not two sets of data, but data that speaks to each other.”

—John Kevin Jefferson III

Seven Areas Where the Air District Should Implement Environmental Justice Best Practices

- Data collection and analysis
- Measuring and monitoring
- Permitting
- California Environmental Quality Act (CEQA) analysis
- Inspections
- Enforcement
- Legal actions, including litigation, mitigation, planning, rulemaking, and incentives funding



What the Air District Will Do

Minimize Flaring (Strategy 1.3): The Air District will minimize flaring at oil refineries to lessen the impact flaring has on nearby communities, including air pollution and odors.

A sample of Air District actions:

- Increase public engagement on refinery flaring.
- Increase inspections and air pollution monitoring where flaring occurs.

Consistent Permits (Strategy 4.3): The Air District will ensure that its regulations and associated air quality permits issued are clear, consistent, and enforceable so that air pollution affecting communities is minimized.

A sample of Air District actions:

- Ensure permits are written consistently and clearly and that they protect the public's health to the greatest extent that regulations allow.
- Ensure regulations are clear and enforceable when included in a permit.
- Review how the Air District issues permits to ensure that they are consistent with civil rights laws and regulations.

Improve Air Monitoring (Strategy 4.4): The Air District will update the design and operations of the air quality monitoring network to improve reliability, efficiency, data quality, and accessibility to better meet monitoring objectives and to support efforts to understand local exposure to air pollution.

A sample of Air District actions:

- Evaluate the monitoring network for possible changes and improvements, considering community input.
- Consider the placement of monitors relative to the location of communities overburdened by air pollution.

Improve Compliance Investigations (Strategy 4.5): The Air District will increase the efficiency and effectiveness of inspection and investigation resources to improve compliance and increase the impact of its enforcement program.

A sample of Air District actions:

- Target inspections in the areas where they are most needed for determining compliance with permits and regulations.



PRIORITY 5:

Communicate with Clarity, Transparency, and Integrity



Communities with a long history of being exposed to pollution understandably do not always trust government agencies. They have little faith that government agencies will protect them from pollution, including air pollution. They want more transparency and information on how the Air District will protect them and hold industries, businesses, and others accountable for polluting their communities.

The complaint system is an important place to improve the Air District’s responsiveness. Community members have become frustrated when the Air District cannot track down the source of the problem or does not follow up sufficiently with the person submitting the complaint to note how it was addressed. Community members would like to see improvements to the complaint confirmation process, including more robust data collection, transparent communication with the complainant, and capacity-building support for how community members can better inform the Air District about complaints. Another area of concern expressed by communities is their ability to remain informed and engaged throughout the permitting process. The criteria for publicly available information about the status of permit applications and approvals are often unclear to the community. Community members need timely information communicated in more accessible ways with transparent, understandable, less technical language.

Through clear and transparent communications, the Air District can build trust. Through the process of deep listening and accountability, the Air District can drive transformative change within its agency and how it carries out its regulatory charge.

“When the Air District revises its complaint policy, it can’t be internal to the agency—they should invite the Community Advisory Council to engage. How is the plan going to allow for and invite more input in practice?”

—Rio Molina



Courtesy of Ken Szutu

How Can the Air District Enhance Clarity, Transparency, and Integrity in Communications?

- Communicate the agency's role, responsibilities, and limitations
- Identify and share with communities where there is room to grow, and create plans for improvement
- Identify how the agency intends to bring about transformational change within the agency's regulatory charge



What the Air District Will Do

Make Data Accessible (Strategy 2.3): The Air District will give communities the tools and data they need to access and understand air pollution data so they can be better informed of any potential air pollution problems.⁴

A sample of Air District actions:

- Make air quality data more available, accessible, and understandable.
- Prepare an inventory of available data.
- Work with community members to better describe available data and understand how they want to access it.

Air Quality Complaints (Strategy 2.5): The Air District will improve the complaint process to ensure it is effective and transparent.

A sample of Air District actions:

- Improve the transparency of complaint outcomes and follow up with community members on what the problem was and how it was resolved.
- Ensure responsiveness, including during nights, weekends, and holidays.
- Enhance the air pollution incident response program, in collaboration with community partners, to better respond to and communicate about air quality during emergencies or unpermitted releases.

Talk with Communities (Strategy 2.6): The Air District will talk with communities about their air pollution concerns and how the agency is addressing them, and it will be responsive to the concerns community members raise.

A sample of Air District actions:

- Develop a structured program to meet regularly with community members to talk about air

pollution in their neighborhoods, including: compliance and enforcement activities, recent incidents or other air pollution violations, the Air District's enforcement response, the extent of public harm, and legal actions we may take.

Customer Service (Strategy 4.7): The Air District will strengthen its employees' organization-wide knowledge and communication skills, and change its organization as needed, so people experience the highest level of service from the Air District.

A sample of Air District actions:

- Have employees serve as liaisons to community members, to ensure they receive timely, accurate responses to their concerns and questions.

Transparent Permit Process (Strategy 4.2): The Air District will improve its permitting process to be more transparent and accountable to applicants and the public.

A sample of Air District actions:

- Build trust with the community and with permit applicants by providing more information throughout the process, which will promote more meaningful engagement for everyone.
- Improve how the Air District communicates information about permits and the permitting process to communities and applicants using more understandable, less technical language.

Civil Rights Laws (Strategy 2.10): The Air District will advance and prioritize compliance with civil rights laws, including the federal Civil Rights Act of 1964 and related California laws.

A sample of Air District actions:

- Implement the Air District's Plan for Language Services to Limited English Proficient Populations to ensure compliance with civil rights laws.⁵

⁴ The Air District's Notices of Violation (NOV) web tool allows the public to access enforcement information concerning NOV's issued to facilities across the Bay Area. (www.baaqmd.gov/en/rules-and-compliance/compliance-assistance/notices-of-violations/novs-issued).

⁵ The Air District's Disability Access Plan, Language Access Plan, and Public Participation Plan can be found at www.baaqmd.gov/en/contact-us/non-discrimination.

PRIORITY 6:

Grow the Capacity of Air District Staff and Board Members to Integrate Environmental Justice



The Air District has air pollution expertise, vast amounts of air quality data, and knowledge of how various government agencies at the local, state, and federal levels can help address community problems. However, the agency still needs to improve its understanding of sources that can have air pollution impacts at the local or neighborhood level.

The Air District will need to build its capacity to advance environmental justice, including by focusing more attention at the local level. Environmental justice expertise in the agency is not diffused throughout the agency in a way that best serves communities who are overburdened by air and other pollution.

Capacity building also includes diversifying the Air District’s staff. Having a diverse workforce means that the organization reflects the people and communities it serves. The San Francisco Bay Area is one of the most diverse places in the world. It is important that the Air District prioritizes being just as diverse. Over the years, diversity at the Air District has increased to better reflect our region, including the communities who have been long harmed by air pollution. It will be important that the agency continue to recruit, develop, and welcome people who have firsthand experience of the impacts of air pollution, who know the challenges and are invested in solutions. When people work with government agency staff who are like them and who understand their day-to-day experiences, it instills trust.



Courtesy of Ken Szutu

“Staff should have community-level experience so they can understand the problem better. And in order to create any change, we have to allocate staff time and resources dedicated to this change. Otherwise change is not going to happen.”

—Ken Szutu

How Must the Air District Grow the Capacity of Air District Staff and Board?

- Integrate environmental justice in their day-to-day roles and responsibilities
- Develop buy-in at the middle management level
- Establish environmental justice as a core competency
- Prioritize hiring, retention, and promotion of staff with lived experience living in and/or working with frontline communities
- Ensure that staff and leadership reflect the broad ethnic, racial, socioeconomic, and gender diversity of the communities the agency serves



What the Air District Will Do

Community Partnership (Strategy 2.1): The Air District will develop partnerships with communities so they can directly participate in the development of solutions to air quality problems that impact them.

A sample of Air District actions:

- Partner with communities to prioritize pollution reduction actions with a focus on inequitable exposure.
- Work with communities to develop a new enforcement policy and to talk about compliance and enforcement efforts, air quality data needs, new funding programs, and to reimagine our existing policies and programs.

A Diverse Workforce (Strategy 3.1): The Air District will build on its efforts to ensure its workforce is diverse and reflective of the communities it serves to instill community trust and develop better solutions to air quality problems.

A sample of Air District actions:

- For all levels of the organization, establish recruitment, retention, and advancement policies and practices that promote diversity and inclusion.
- Implement targeted recruitment strategies to attract candidates from diverse backgrounds and life experiences.
- Create professional development programs tailored to the needs of employees from diverse backgrounds.

Environmental Justice Expertise (Strategy 3.4): The Air District will increase the capacity and effectiveness of employees, Board members, and advisory bodies to advance environmental justice and to better integrate environmental justice into all aspects of its work.

A sample of Air District actions:

- Train Board and Advisory Council members, and employees at all levels of the organization on environmental justice principles and issues.
- Include environmental justice training in new employee onboarding and at regular intervals for existing staff.
- Add advancing environmental justice and equity as a core competency in all employees' performance plans and reviews.
- Develop environmental justice teams and have them review compliance with civil rights laws and regulations.



PRIORITY 7:

Grow the Capacity of Environmental Justice Communities and Organizations



Community-based organizations and community members require resources in order to consistently be able to provide their expertise about air quality and health issues affecting their neighborhoods. It takes experience, time, and knowledge to engage effectively in participatory processes such as serving on advisory groups, attending public meetings, providing public comments, and engaging in community science. It takes expertise, knowledge, tools, and skills to collect data, make sense of the data, and offer analysis that informs the Air District's decision-making and priorities.

Community members have also expressed that the Air District's funding programs are not directly responsive to their needs or are difficult to access. Additionally, state and federal funding requirements significantly limit who can apply and the kinds of projects that can be funded. Often, the application and reporting requirements are cumbersome and stringent, and not designed for neighborhood-level organizations.

Communities would like more involvement in advising about possible types of neighborhood-focused projects that could be funded by the Air District. They would also like to be directly involved in the implementation of some projects and have greater workforce and skills development opportunities. Many communities nationally have implemented Resilience Hubs as a shared resource to address environmental justice, climate justice, and local quality-of-life priorities.⁶

Public participation and community coordination are especially important in directing funds to advance environmental justice and community benefits. In 2021, the Air District created a Community Benefit Fund of \$3 million for projects that will directly benefit communities. The Community Advisory Council's Community Benefit Fund Ad Hoc Committee is developing a plan for a participatory budgeting process to disseminate these funds with community input from the most impacted communities. In May 2024, the Air District also adopted a new Air District Penalty Policy that will direct a portion of the money generated through penalties back into communities where the violation occurred. By seeking appropriate legal remedies, the Air District can not only protect communities but also provide the funding for much-needed investment.

⁶ For more information on Resilience Hubs, see:

- PSE Healthy Energy. 2024. "Exploring Potential Resilience Hubs in California." Retrieved from: www.psehealthyenergy.org/work/exploring-potential-resilience-hubs-in-california/.

- Urban Sustainability Directors Network. 2024. "Resilience Hubs." Retrieved from: resilience-hub.org.

Community members are also interested in mitigation programs that have an immediate impact on improving health outcomes and overall quality of life. For example, the Air District currently distributes air cleaners and replacement filters to schools and community members through partnerships with community-based agencies in the most impacted areas. Through community-directed decisions on how penalty funds are distributed, air filter programs—as well as other immediate impact projects—could be chosen for continuation and expansion.

With greater resources that amplify their existing strengths and expertise, community-based organizations and residents can more effectively partner with the Air District to drive systemic change that can lead to more durable air quality improvements and health benefits for their communities.



Courtesy of Ken Szutu

“There is such an opportunity to build more intentional partnerships with community and community leaders, especially with those on the ground. The District needs to build trust. This happens in part by investing in communities and deeply listening to community-based organizations and leaders who are doing the work.”

—Fagamalama Violet Saena

“The strategic investment of dollars into our communities is so important. And it’s also about providing community members resources to be able to manage those dollars right. So to not only create rebate programs that benefit cleaner air and things like that. But really resourcing communities so that they can benefit, so that they can apply for these funding opportunities that exist within the Air District.”

—Joy Massey



How Can the Air District Grow the Capacity of Environmental Justice Communities and Organizations?

Drive systemic change by:

- Creating economic benefits and workforce opportunities in environmental justice communities
- Enabling communities to access and manage resources to address disparities
- Ensuring that environmental justice communities benefit from and have a say in the use of related funds

What the Air District Will Do

Reimagine Funding (Strategy 1.4): The Air District will reimagine funding programs so that they better benefit communities impacted by air pollution.

A sample of Air District actions:

- Change funding programs to provide greater benefits at community, neighborhood, and household levels, including through input from community members and from what the agency learns about which sources of air pollution cause the most harm to communities.
- Where possible, reduce barriers to applying for funds and develop creative solutions to fund a wider variety of projects that respond to community needs.
- Work with communities to identify and access new, non–Air District funding sources, such as state, federal, or other grants, and consider submitting joint funding proposals.

- Talk with communities about defining new project ideas, and in the funding application process. If possible, partner with communities on project implementation.

Community-Directed Funds (Strategy 2.8): The Air District will manage funds to benefit communities in partnership with those communities, including money that the Air District collects in penalties from air pollution violations affecting them.

A sample of Air District actions:

- In collaboration with the Community Advisory Council and local community-based organizations, develop a community-led process where communities participate in decisions on how to spend the Community Benefit Fund.
- Establish a team within the Air District to administer the portion of penalty funds distributed to affected communities and the broader region, in consultation with the communities and region.

PRIORITY 8:

Seek Appropriate Legal Remedies and Coordinate with Communities



Communities need stronger compliance with, and enforcement of, regulations that minimize the pollution sources contributing most to local disparities. By working with community partners, the Air District can change its air quality approach to better understand which sources contribute the most to local air pollution and which actions can be most impactful in reducing pollution from those sources.

The Air District also has limited information on the public health consequences of a violation, or potential cost savings to the violators from actions that led to the violations. Such additional information could be useful in building more stringent enforcement actions and related penalty assessments for violations. This, in turn, could better deter industries from violating regulations and improve future compliance.

It is especially important for the Air District to hear from community members on how an air quality violation impacted them. This requires that the agency’s public participation practices be inclusive and nondiscriminatory, with access to programs for people with limited English proficiency and for people with disabilities, which are both elements of complying with civil rights laws.



“The polluters need to know that not only are we trying to understand air pollution in a local context (rather than a regional context), we also want to put them on notice!”

—Rio Molina

Courtesy of Ken Szutu

What Are Ways the Agency Must Seek Appropriate Legal Remedies?

- Collaborate and coordinate with environmental justice communities on new policies and other remedies
- Impose high enough penalties to discourage repeated violations
- Reach deterrence-based outcomes with violators

What the Air District Will Do

Enhance Violation Investigations (Strategy 1.5):

The Air District will enhance its procedures for investigating violations of Air District regulations in communities overburdened by air pollution to better protect community health.

A sample of Air District actions:

- Develop a way for community members to tell the Air District how the violation affected them.
- Better quantify the extent of emissions that violate regulations in overburdened communities and, where possible, analyze the public health impacts of violations (such as using health risk and health impact assessments).
- Investigate a violator's avoided costs that may have encouraged repeat violations in overburdened communities.

Community-Directed Funds (Strategy 2.8): The Air District will manage funds to benefit communities in partnership with those communities, including money that the Air District collects in penalties from air pollution violations affecting them.

A sample of Air District actions:

- Establish a team within the Air District to administer the portion of penalty funds distributed to affected communities and the broader region, in consultation with the communities and region.

Civil Rights Laws (Strategy 2.10): The Air District will advance and prioritize compliance with civil rights laws, including the federal Civil Rights Act of 1964 and related California laws.

A sample of Air District actions:

- Ensure the agency is complying with federal civil rights laws and regulations, possibly drawing from the United States Environmental Protection Agency's guidance that helps state and local governments comply with civil rights laws in their permitting programs.

PRIORITY 9:

Provide Technical Assistance to Local Governments



The Air District does not have the sole responsibility to reduce health impacts of air quality and hold violators accountable. The policies and practices of local governments and state laws also drive decision-making and planning impacting air quality and public health in communities. Staff in local governments and legislators also need greater awareness, knowledge, and expertise to advance environmental justice to the fullest extent of their respective authorities.

Most actions the Air District can take to reduce pollution are authorized and/or restricted by state and federal laws. The sources the Air District can regulate, how it issues and enforces permits, and the penalties it can assess are all bound by law and regulation. Some of these laws can act as barriers to advancing environmental justice. For example, state law sets limits on penalties the Air District can collect for air quality violations of its permits and regulations.

Communities also rely on multiple government agencies to respond to air pollution incidents. These agencies include city and county governments, the fire department, the local public health department, hazardous materials response units, and specialized pollution control agencies like the Air District.

There are also decisions that are at the forefront of affecting air quality at the local level, but are outside the Air District's authority. Especially influential are local land use and zoning plans, policies, and permitting decisions. They shape the built environment and can be instrumental in advancing environmental justice, building community resilience, and elevating local climate priorities.

Given the shared responsibility to support air quality and health in communities, the Air District can build relationships with local leadership and use its knowledge and resources to deliver technical assistance to build the capacity of local governments.



Courtesy of Ken Szutu

“I really feel like people are listening. If we do this properly, this could go everywhere. It is my dream to implement this in the other two big air districts in the state. Together, the three big districts will have the influence to inform the other smaller districts, and the big three can influence each other.”

—John Kevin Jefferson III

How Can the Air District Provide Technical Assistance to Local Governments?

- Provide support to incorporate environmental justice analysis in local land use, planning, and zoning decision-making
- Incorporate environmental justice analysis in Air District permitting practices
- Support counties in the development of environmental justice elements in General Plans
- Provide technical assistance to local governments to integrate environmental justice policy, and help establish a plan for implementation and enforcement of environmental regulations
- Build relationships with local leadership and collaborate on addressing air pollution



What the Air District Will Do

Community Health Data (Strategy 2.4): The Air District will provide communities with better health information, so they know the health implications of air pollution and are better able to participate in decision-making.

A sample of Air District actions:

- Use Health Impact Assessment methodologies that consider input from community members and other agencies, to determine the potential effects of a proposed policy, program, or project on community health.
- Work with health care providers to gain access to better data and with community members to collect neighborhood, block-by-block level data.

Air Quality Incidents (Strategy 4.8): The Air District will enhance its incident response program in collaboration with government partners.

A sample of Air District actions:

- Work with industry, community, and other local agencies to establish better systems to detect and assess emissions from incidents.
- Deliver short, understandable, actionable alerts during incidents, and more robust and transparent after-incident resolution and investigations.



Land Use Impacts (Strategy 4.9): The Air District will provide tools for local governments to consider environmental justice, air quality, and climate priorities in local land use plans, policies, projects, and permitting decisions.

A sample of Air District actions:

- Develop, share, and support the use of data, tools, and best practices to enable local governments to incorporate air quality, climate, and environmental justice analyses and solutions more effectively into local land use planning, policies, and permitting practices. Provide guidance on how to strategically use land use regulations to address and prevent incompatible land uses.



The Journey Ahead: Implementation and Accountability



As the Air District moves forward, the Community Advisory Council will remain a steadfast advocate for implementation of the Environmental Justice Priorities. It will also remain an active collaborator in cultivating the conditions needed for the Air District to be an effective partner with frontline communities who are most affected by pollution, and to improve air quality and overall environmental justice outcomes in those communities.

What the Air District Will Do

In the **2024 – 2029 Strategic Plan**, the Air District has committed to accountability through action, including:

- 1. Action Plans and Performance Metrics:**
Develop action plans, initiatives, and programs for actions advancing the strategies in the Strategic Plan, including performance timelines, milestones, metrics, and targets.
- 2. Resource Alignment:** Align resources and budget priorities with the goals of the Strategic Plan.
- 3. Progress Reports:** Develop a website where the Air District's commitments and progress against those commitments can be tracked, and provide an annual report on progress.
- 4. Updating the Strategic Plan:** Conduct a full review and update of the Strategic Plan every five years.

Furthermore, Air District staff leadership, technical staff, and the Board of Directors will be in conversation with the Community Advisory Council regarding progress updates on implementation. The Community Advisory Council may also form new Ad Hoc Committees to engage in focused collaborative efforts with Air District staff and leadership on specific plans, initiatives, or programs.

Finally and perhaps most significantly, in response to Environmental Justice Priority 5: Communicate with Clarity, Transparency, and Integrity, the Air District has committed to developing more regular opportunities for direct updates to and dialogue with environmental justice communities and residents.

“I am hopeful that there will be real change for environmental justice communities, but I also recognize we are still in the strategic planning development process. What would drive my hope up even more is seeing a timeline of prioritization of the actions for each of the Environmental Justice Priorities and understanding who is holding the Air District accountable and to what measures of accountability.”

—Joy Massey

This will include:

- Development of “a structured program to meet regularly with community members to talk about air pollution in their neighborhoods, including: compliance and enforcement activities, recent incidents or other air pollution violations, the Air District's enforcement response, the extent of public harm, and legal actions we may take.”
- Having employees serve as liaisons to community members, to ensure they receive timely, accurate responses to their concerns and questions.

How You Can Stay Up to Date and Get Involved

The success of the Air District's environmental justice efforts is dependent on our ability to effectively partner with frontline communities. We need your support, advocacy, and collaboration!

To stay informed on the latest implementation updates:

1. Check the Air District's Strategic Plan website: baaqmd.gov/strategicplan.
2. **Attend or view recordings** and materials from Board meetings and Community Advisory Council meetings.

For more information on the Community Advisory Council, visit our [Community Advisory Council webpage](#). To explore joining the Community Advisory Council when seats become available, contact the Community Advisory Council staff at communityadvisorycouncil@baaqmd.gov.

Community Advisory Council seats are on two-year and four-year cycles.



Appendices



Appendix A. The Principles of Environmental Justice

The environmental justice movement was galvanized in 1987, when the United Church of Christ Commission for Racial Justice released a study demonstrating that across the country, toxic and hazardous waste facilities were overwhelmingly located in or near Black, Brown, and Indigenous communities. In 1991, delegates to the First National People of Color Environmental Leadership Summit drafted and adopted the ***Principles of Environmental Justice***, and it has served as the defining document and set of central organizing principles for the burgeoning environmental justice movement.

- 1. Environmental justice** affirms the sacredness of Mother Earth, ecological unity and the interdependence of all species, and the right to be free from ecological destruction.
- 2. Environmental justice** demands that public policy be based on mutual respect and justice for all peoples, free from any form of discrimination or bias.
- 3. Environmental justice** mandates the right to ethical, balanced, and responsible uses of land and renewable resources in the interest of a sustainable planet for humans and other living things.
- 4. Environmental justice** calls for universal protection from nuclear testing, extraction, production and disposal of toxic/hazardous wastes and poisons and nuclear testing that threaten the fundamental right to clean air, land, water, and food.
- 5. Environmental justice** affirms the fundamental right to political, economic, cultural, and environmental self-determination of all peoples.
- 6. Environmental justice** demands the cessation of the production of all toxins, hazardous wastes, and radioactive materials, and that all past and current producers be held strictly accountable to the people for detoxification and the containment at the point of production.
- 7. Environmental justice** demands the right to participate as equal partners at every level of decision-making including needs assessment, planning, implementation, enforcement, and evaluation.
- 8. Environmental justice** affirms the right of all workers to a safe and healthy work environment, without being forced to choose between an unsafe livelihood and unemployment. It also affirms the right of those who work at home to be free from environmental hazards.
- 9. Environmental justice** protects the right of victims of environmental injustice to receive full compensation and reparations for damages as well as quality health care.
- 10. Environmental justice** considers governmental acts of environmental injustice a violation of international law, the Universal Declaration on Human Rights, and the United Nations Convention on Genocide.
- 11. Environmental justice** must recognize a special legal and natural relationship of Native Peoples to the U.S. government through treaties, agreements, compacts, and covenants affirming sovereignty and self-determination.
- 12. Environmental justice** affirms the need for urban and rural ecological policies to clean up and rebuild our cities and rural areas in balance with nature, honoring the cultural integrity of all our communities, and providing fair access for all to the full range of resources.

13. Environmental justice calls for the strict enforcement of principles of informed consent, and a halt to the testing of experimental reproductive and medical procedures and vaccinations on people of color.

14. Environmental justice opposes the destructive operations of multi-national corporations.

15. Environmental justice opposes military occupation, repression and exploitation of lands, peoples and cultures, and other life forms.

16. Environmental justice calls for the education of present and future generations which emphasizes social and environmental issues, based on our experience and an appreciation of our diverse cultural perspectives.

17. Environmental justice requires that we, as individuals, make personal and consumer choices to consume as little of Mother Earth's resources and to produce as little waste as possible; and make the conscious decision to challenge and reprioritize our lifestyles to ensure the health of the natural world for present and future generations.



Appendix B. What is an Environmental Justice Community?

There is no single definition for communities that are disproportionately affected by air pollution. And while the Air District believes that all communities will benefit from cleaner air across the Bay Area, it is still important to understand those communities that are intended to directly benefit from the Community Advisory Council's *Call to Action*.

The Air District uses descriptive terms for these communities such as "environmental justice," "impacted," "frontline," "overburdened," and "AB 617." Some terms are codified in statute, others are defined for the purpose of delivering funding, and others are used for narrower purposes in Air District rules. As a starting point, The **Environmental Justice Chapter (2) of the Air District's CEQA guidelines** contains the following definitions:

- **Overburdened Community:** This term refers to an area located within a census tract identified by the California Communities Environmental Health Screening Tool (CalEnviroScreen) version 4.0 as having an overall CalEnviroScreen score at or above the 70th percentile, or located within 1,000 feet of any such census tract.
- **AB 617 Community:** An Assembly Bill (AB) 617 community is affected by a high cumulative exposure burden for toxic air contaminants and criteria air pollutants, selected by the California Air Resources Board (CARB) governing board, that works with the Bay Area Air Quality Management District (Air District) to develop and implement community air monitoring plans and emission reduction programs to reduce air pollution and the associated health impacts within the community.

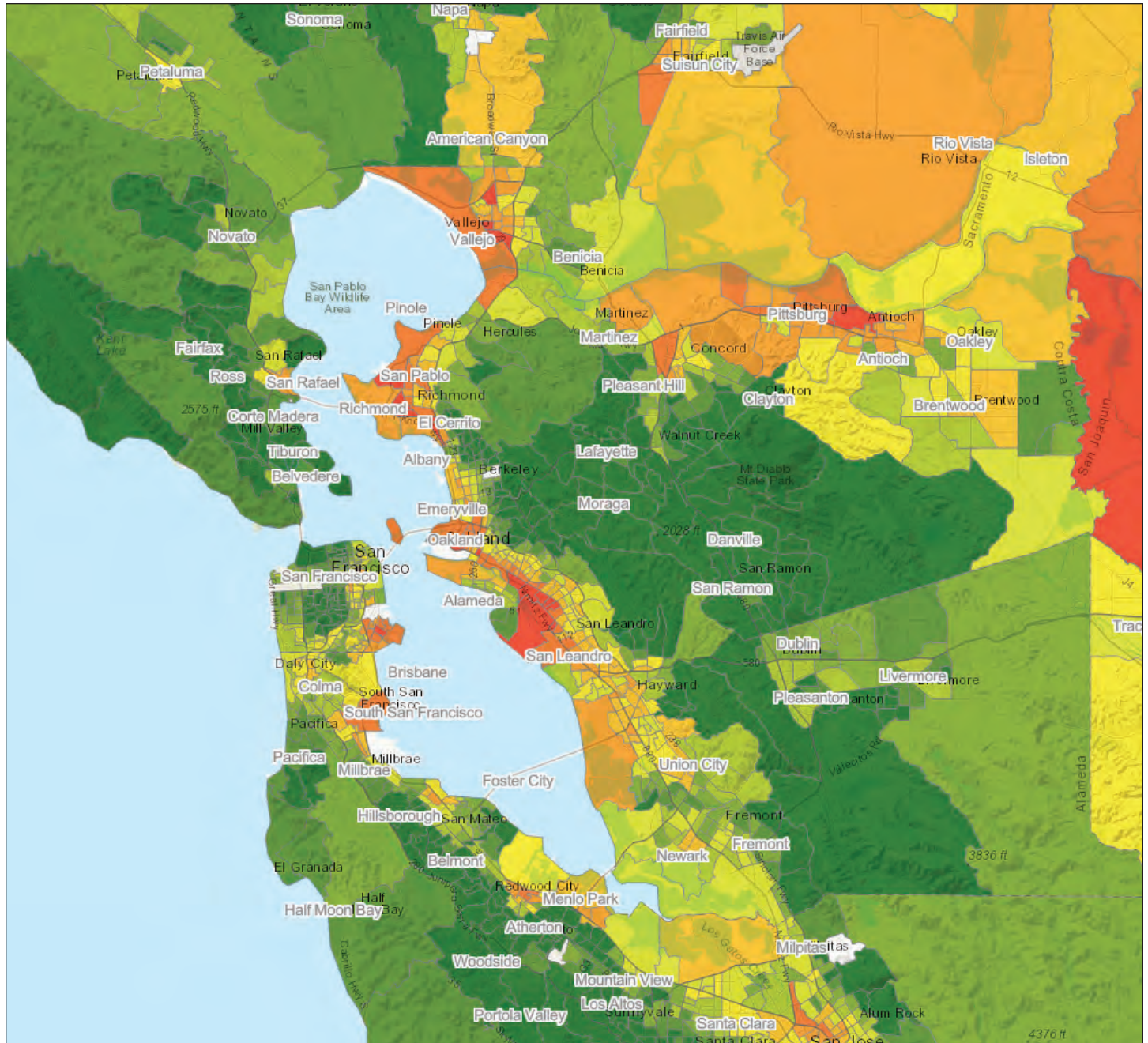
As of summer 2024, the **AB 617 communities** in the Bay Area are West Oakland, Richmond/North Richmond/San Pablo, East Oakland, and BayView Hunters Point. In April 2024, the Path to Clean Air Community Steering Committee of their community representatives and the Air District co-wrote a report, **Path to Clean Air**, which was adopted a month later by the Air District's Board of Directors.

- **Priority Community:** Additionally, the Community Advisory Council's Community Benefits Fund Ad Hoc Committee is working on a definition for "priority communities" that aligns with how the Air District's Investments team disburses funding according to State requirements. The California Environmental Protection Agency (CalEPA) has developed a **Priority Populations 2023 (ca.gov)** map. The map uses **CalEnviroScreen 4.0**, which shows cumulative impacts in California communities by census tract and the American Indian Areas Related National Geodatabase.⁷ You can find specific information about priority communities in nine Bay Area counties at **Priority Populations 2023 (ca.gov)**

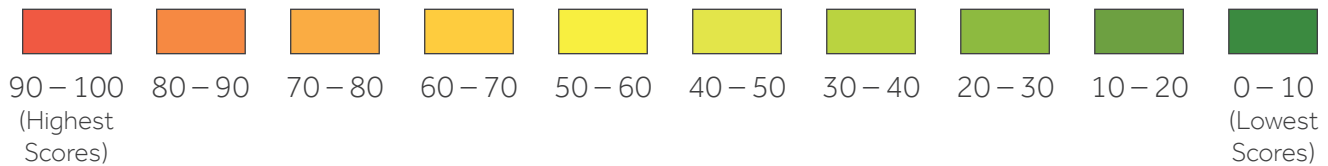
⁷ As defined by the state, priority communities include: Low-income communities and households are defined as the census tracts and households, respectively, that are either at or below 80% of the statewide median income, or at or below the threshold designated as low-income by the California Department of Housing and Community Development's Revised 2021 State Income Limits. Disadvantaged community designations per Senate Bill (SB) 535 (De León, Chapter 830, Statutes of 2012). Low-income definitions per Assembly Bill (AB) 1550 (Gomez, Chapter 369, Statutes of 2016).

CalEnviroScreen Map of the Bay Area

The map below shows cumulative impact data from different levels of pollution and socioeconomic factors affecting Bay Area communities. The higher percentiles (in red) represent a higher burden of pollution from air, water, and land contaminants as well as poorer health outcomes, economic burdens, and other social inequities. Various indicator maps by census tract like this are available through [CalEnviroScreen](#).



Overall Percentile — CalEnviroScreen 4.0 Results



Appendix C. The Environmental Justice Action Planning Process

As the Community Advisory Council called the Air District to action on environmental justice, the Environmental Justice Policy Ad Hoc Committee of the council was tasked with shaping a community-focused Environmental Justice Action Planning Process supported by the Board of Directors and in collaboration with Air District staff.

This appendix summarizes the Environmental Justice Action Planning Process, including how the Environmental Justice Policy Ad Hoc Committee informed the Air District's strategic planning efforts. While the Environmental Justice Policy Ad Hoc Committee's discussions with Air District leaders and staff were wide-ranging and influenced the full breadth of strategies selected for the Strategic Plan, the Committee chose to prioritize three focus areas for deeper conversation and environmental justice action development:

- Data collection and usage
- Permitting
- Compliance and enforcement

The environmental justice actions developed through these conversations form the majority of the actions described in the chapter "Charting the Course: Actions the Air District Will Take to Advance Environmental Justice Priorities" in *A Call to Action*.

"This has been monumental. I think this has been a once-in-a-lifetime opportunity. And not even once in a lifetime, because I hope that this happens again. What's happening in this process is change, right? It's innovation. And this should be happening in other spaces. So how do we continue to foster this and replicate this?"

I want the process documented. So not only do I want the action plan and its outcomes documented, but also what was the process to get us to this point. There's so much learning from our process to get to the environmental justice action plan that should be told. Like the conversation around trust-building and what was done there with staff. And what it took to even get those nine Environmental Justice Priorities. You know, just documenting the process because there's so much learning in that.

Sometimes folks are quick to tear down the process. But if people really knew what the process has been for the environmental justice action plan, there ain't much to tear down, in my opinion, if any at all."

—Joy Massey

Environmental Justice Action Planning: Dialogue, Collaboration in the Air District’s Strategic Plan Process, and Co-Creation of Environmental Justice Actions

Over the course of the last two years, the Community Advisory Council’s Environmental Justice Policy Ad Hoc Committee has been meeting regularly with several of the Air District’s senior leaders and their staff to discuss in more detail what the environmental justice challenges are, gain a better understanding of the tools available to meet those challenges, identify priority areas of concern, and discuss different approaches to begin to solve many long-standing issues.

These conversations occurred in parallel with the Air District’s Strategic Plan process, which took place between September 2023 and the fall of 2024. Figure 1 demonstrates the timeline of parallel activities in the Strategic Plan and Environmental Justice Action Plan processes. As described in more detail below the figure, the work of the

Environmental Justice Action Planning Process directly informed the outcomes of the Strategic Plan and its environmental justice–focused strategies.

To help drive and focus Environmental Justice Action Planning conversations as strategic planning progressed, the Environmental Justice Policy Ad Hoc Committee members identified three focus areas where they felt that early and consistent implementation from the Air District could have a significant impact for environmental justice communities.

Via multiple conversations in Environmental Justice Policy Ad Hoc Committee meetings between January and April 2024, the committee members, senior leaders from the Air District, and Air District staff delved deeper into these three focus areas, learning from each other about existing conditions,

Working Timelines for Development of EJ Action Plan and Strategic Plan

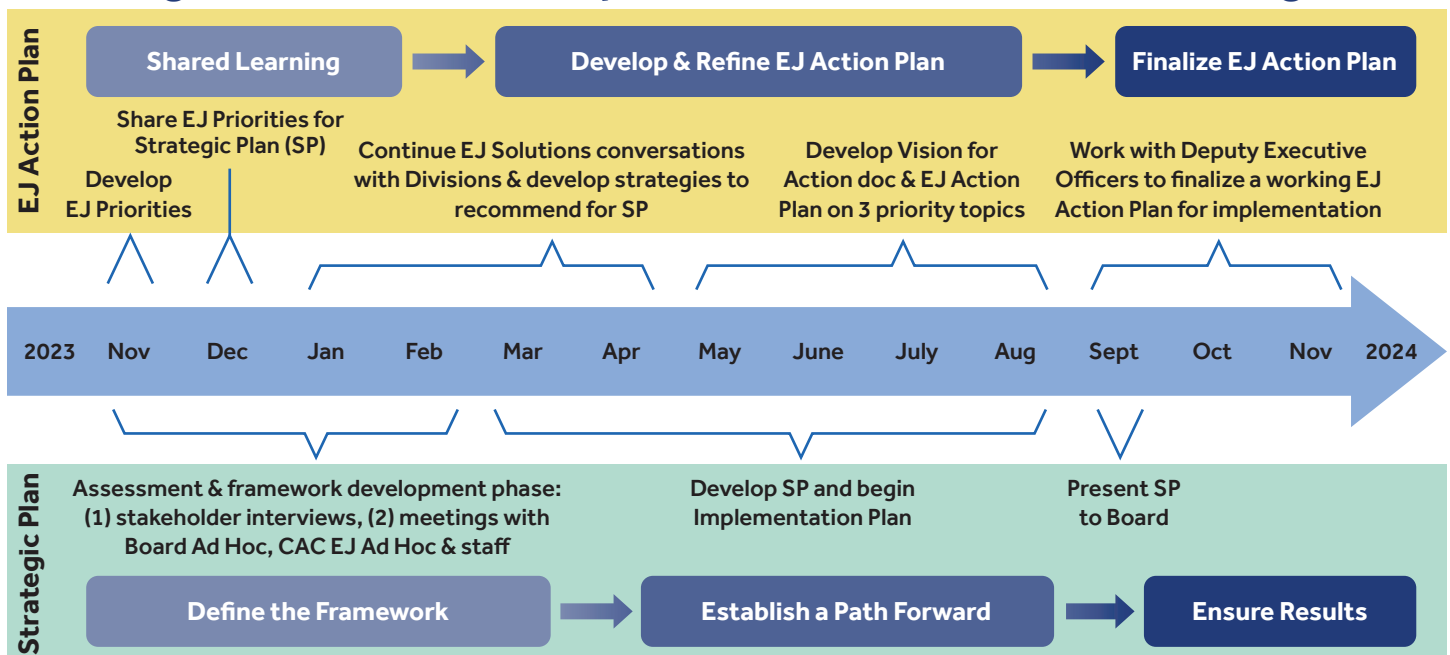


Figure 1. Working timelines for development of the Environmental Justice Action Plan and Strategic Plan

problem areas from the committee members' perspectives, and constraints and opportunities from the Air District's perspective. The collaborative and learning-oriented spirit of these conversations naturally surfaced a large number of "Environmental Justice Solution Ideas"—a mix of potential strategies and actions for the Air District to evaluate.

As a result of these intensive conversations, the Air District's senior leaders—who were also engaged in the Air District's strategic planning process—proactively considered how the environmental justice actions under discussion in the Environmental Justice Policy Ad Hoc Committee meetings could drive strategies in the Strategic Plan, and which actions could be prioritized for near-term implementation.

In May 2024, the Environmental Justice Policy Ad Hoc Committee, several of the Air District's senior leaders, and other staff met in a full-day working session to hear and discuss various approaches that the Air District's leadership had identified to address the environmental justice concerns that the Environmental Justice Policy Ad Hoc Committee had prioritized. Senior leadership gave presentations describing (1) the shift in the Air District's thinking from a regional air quality approach to a localized approach that addresses environmental injustice, and (2) potential actions the Air District could take under the Strategic Plan to address the Environmental Justice Policy Ad Hoc Committee's three priority environmental justice concerns. Robust conversation, dialogue, and collaboration ensued between meeting participants. The insights resulted in further refinement of the environmental justice actions proposed by the Air District.

Between June and November 2024, participants worked on developing two primary deliverables to capture the outcomes of this process:

1. A Call to Action: A public-facing report (this document) intended to share the major shifts in the Air District's approach to advancing environmental justice, and actions the Air District will take in support of each of the nine Environmental Justice Priorities

2. Implementation Plans: Internal planning documents intended to capture specific next steps for implementation of the environmental justice actions and facilitate ongoing dialogue and reporting between Air District leaders responsible for implementation, Air District staff engaged in implementation, the Community Advisory Council, and the Board of Directors

For the most up-to-date information on implementation and outcomes, see the web links provided in the chapter "The Journey Ahead: Implementation and Accountability" in *A Call to Action*.

Additional Acknowledgements

We would like to thank the following additional consultants and Air District staff who attended collaborative meetings between staff and council members and who were instrumental in the program logistics and the thinking behind the development of the environmental justice strategies and actions in the Air District's **2024 – 2029 Strategic Plan** that are highlighted in *A Call to Action*.

Air District Staff Who Attended Collaborative Meetings

- Carol Allen, Manager, Engineering
- Song Bai, Director, Assessment, Inventory and Modeling
- Jerry Bovee, Manager, Meteorology and Measurement
- Jonathan Bower, Manager, Meteorology and Measurement
- Brian Butler, Senior Air Quality Engineer, Community Engagement
- Ranyee Chiang, Director, Meteorology and Measurement
- Simrun Dhoot, Supervising Air Quality Engineer, Engineering
- Lisa Flores, Staff Specialist II, Community Engagement
- Nina Garde, Staff Specialist I, Community Engagement

- Wendy Goodfriend, Director, Planning and Climate Protection
- Jeffrey Gove, Director, Compliance and Enforcement
- Katherine "Kate" Hoag, Assistant Manager, Meteorology and Measurement
- David Holstius, Senior Advanced Projects Advisor, Assessment, Inventory and Modeling
- David Joe, Manager, Rules and Strategic Policy
- Alexandra Kamel, Senior Assistant Counsel, Legal Division
- Tracy Lee, Manager, Compliance and Enforcement
- Pamela "Pam" Leong, Director, Engineering
- Stephen "Steve" Reid, Senior Advanced Projects Advisor, Assessment, Inventory and Modeling
- LaKeisha Shurn, Administrative Assistant II, Community Engagement
- Almira Van, Supervising Air Quality Specialist, Compliance and Enforcement
- Idania Zamora, Assistant Manager, Planning and Climate Protection

The Air District's Strategic Planning Project Team

- Leonid Bak, Senior Advanced Projects Advisor, Finance
- Deborah Jordan, Consultant to the Air District's Executive Office
- Christy Riviere, Principal Environmental Planner, Executive Office
- Sonam Shah-Paul, Manager, Board Operations
- Idania Zamora, Assistant Manager, Planning and Climate Protection

Metropolitan Group

The following additional Metropolitan Group staff members served on the consultant project team for the Environmental Justice Action Planning Process:

- Kristin Gimbel, Executive Vice President
- Carlos Paz, Project Manager
- Thomas Price Lang, Project Manager

Air District's Board of Directors

Alameda County

- Juan González III
- David Haubert
- Nate Miley
- Mark Salinas

Contra Costa County

- Ken Carlson
- John Gioia
- Gabe Quinto
- Mark Ross

Marin County

- Katie Rice

Napa County

- Joelle Gallagher

San Francisco City and County

- Tyrone Jue (Mayor's Appointee)
- Shamann Walton

San Mateo County

- Noelia Corzo
- Davina Hurt, Chair
- Ray Mueller

Santa Clara County

- Margaret Abe-Koga
- Otto Lee
- Sergio Lopez
- Vicki Veenker

Solano County

- Erin Hannigan
- Steve Young

Sonoma County

- Brian Barnacle
- Lynda Hopkins, Vice Chair

Appendix D. Crosswalk of Strategies from the Air District's 2024 – 2029 Strategic Plan with the Environmental Justice Priorities and Focus Areas for Early Implementation

The Air District is committed to addressing environmental injustices and ensuring clean air for all. The Community Advisory Council's Environmental Justice Priorities are aligned with the new Strategic Plan. A *Call to Action* highlights a set of near-term actions that the Air District should take, with a focus on early initiatives related to data collection and usage, permitting, and compliance and enforcement. While not all necessary actions can be included in this call to action, the Air District's commitment extends beyond these three areas. Additional information on how the Air District plans to advance environmental justice can be found in the Air District's [2024 – 2029 Strategic Plan](#) and associated implementation plans designed to advance the strategies in the Plan. The four tables in this appendix provide a crosswalk of both the Community Advisory Council's Environmental Justice Priorities and the Environmental Justice Policy Ad Hoc Committee's focus areas with all of the strategies from the Strategic Plan. These tables demonstrate that 80% of the strategies identified in the Air District's Strategic Plan address one or more Environmental Justice Priorities.

There are four tables, which align with the four goals of the Strategic Plan. Tips for reading these tables include:

- The Strategies for each Goal from the Strategic Plan are listed in the first column.
- The Community Advisory Council's Environmental Justice Priorities and the Environmental Justice Policy Ad Hoc Committee's focus areas are listed across the top row.
 - A dot (●) indicates that a particular strategy addresses the corresponding Environmental Justice Priority or focus area.

For more details about particular strategies, see Chapter 3 of the Air District's [2024 – 2029 Strategic Plan](#). Strategies are organized there in numerical order by Goal.

Goal 1: Achieve Impact

Strategies from Strategic Plan	Community Advisory Council's Environmental Justice Priorities									EJ Policy Ad Hoc Committee's Focus Areas		
	1. Advance Environmental Justice	2. Provide Meaningful Agency Support	3. Integrate EJ Considerations in Core Functions	4. Implement EJ Best Practices and Innovation	5. Communicate with Clarity, Transparency, and Integrity	6. Grow Capacity of Air District Staff and Board Members to Integrate EJ	7. Grow Capacity of EJ Communities and Organizations	8. Seek Appropriate Legal Remedies and Coordinate with EJ Communities	9. Provide Technical Assistance to Local Governments	Data Collection and Usage	Permitting	Compliance and Enforcement
Objective: Reduce Health Impacts of Air Pollution												
Strategy 1.1 Change Approach to Air Quality	●	●	●	●	●	●				●		
Strategy 1.2 Stronger Regulations		●	●	●	●						●	
Strategy 1.3 Minimize Flaring	●	●	●	●	●			●	●			●
Strategy 1.4 Reimagine Funding	●			●	●	●	●			●		
Objective: Hold Violators Accountable												
Strategy 1.5 Enhance Violation Investigations	●			●	●				●	●		●
Strategy 1.6 New Enforcement Policy	●	●	●	●	●				●			●
Objective: Mitigate Climate Change and Its Impacts												
Strategy 1.7 New Climate Solutions			●		●					●		

Goal 2: Advance Environmental Justice

Strategies from Strategic Plan	Community Advisory Council's Environmental Justice Priorities									EJ Policy Ad Hoc Committee's Focus Areas		
	1. Advance Environmental Justice	2. Provide Meaningful Agency Support	3. Integrate EJ Considerations in Core Functions	4. Implement EJ Best Practices and Innovation	5. Communicate with Clarity, Transparency, and Integrity	6. Grow Capacity of Air District Staff and Board Members to Integrate EJ	7. Grow Capacity of EJ Communities and Organizations	8. Seek Appropriate Legal Remedies and Coordinate with EJ Communities	9. Provide Technical Assistance to Local Governments	Data Collection and Usage	Permitting	Compliance and Enforcement
Objective: Build Partnerships and Community Capacity												
Strategy 2.1 Community Partnership	●	●	●	●	●	●	●			●		●
Strategy 2.2 Collect Community Data		●	●	●	●		●			●		●
Strategy 2.3 Make Data Accessible	●		●	●	●					●		
Strategy 2.4 Community Health Data		●	●		●		●		●	●		
Strategy 2.5 Air Quality Complaints			●	●	●							●
Strategy 2.6 Talk with Communities		●	●	●	●			●				●
Objective: Identify Disparities												
Strategy 2.7 Understand Local Air Pollution	●	●	●	●	●	●	●		●	●		
Objective: Reduce Disparities												
Strategy 2.8 Community-Directed Funds		●			●		●	●				●
Strategy 2.9 Address Legal Barriers	●	●			●							●
Strategy 2.10 Civil Rights Laws			●	●	●			●			●	
Strategy 2.11 Cumulative Health Impacts	●		●	●	●				●		●	

Goal 3: Foster Cohesion and Inclusion

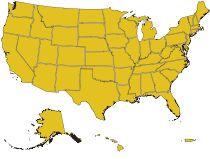





Strategies from Strategic Plan	Community Advisory Council's Environmental Justice Priorities									EJ Policy Ad Hoc Committee's Focus Areas		
	1. Advance Environmental Justice	2. Provide Meaningful Agency Support	3. Integrate EJ Considerations in Core Functions	4. Implement EJ Best Practices and Innovation	5. Communicate with Clarity, Transparency, and Integrity	6. Grow Capacity of Air District Staff and Board Members to Integrate EJ	7. Grow Capacity of EJ Communities and Organizations	8. Seek Appropriate Legal Remedies and Coordinate with EJ Communities	9. Provide Technical Assistance to Local Governments	Data Collection and Usage	Permitting	Compliance and Enforcement
Objective: Embody Diversity, Equity, Inclusion, and Belonging												
Strategy 3.1 A Diverse Workforce	●					●						
Strategy 3.2 Be Welcoming and Inclusive	●					●						
Objective: Become One Air District												
Strategy 3.3 One Air District Community	●	●				●						
Strategy 3.4 Environmental Justice Expertise	●	●				●						
Strategy 3.5 Recognize Employees												
Strategy 3.6 Support Employee Success												

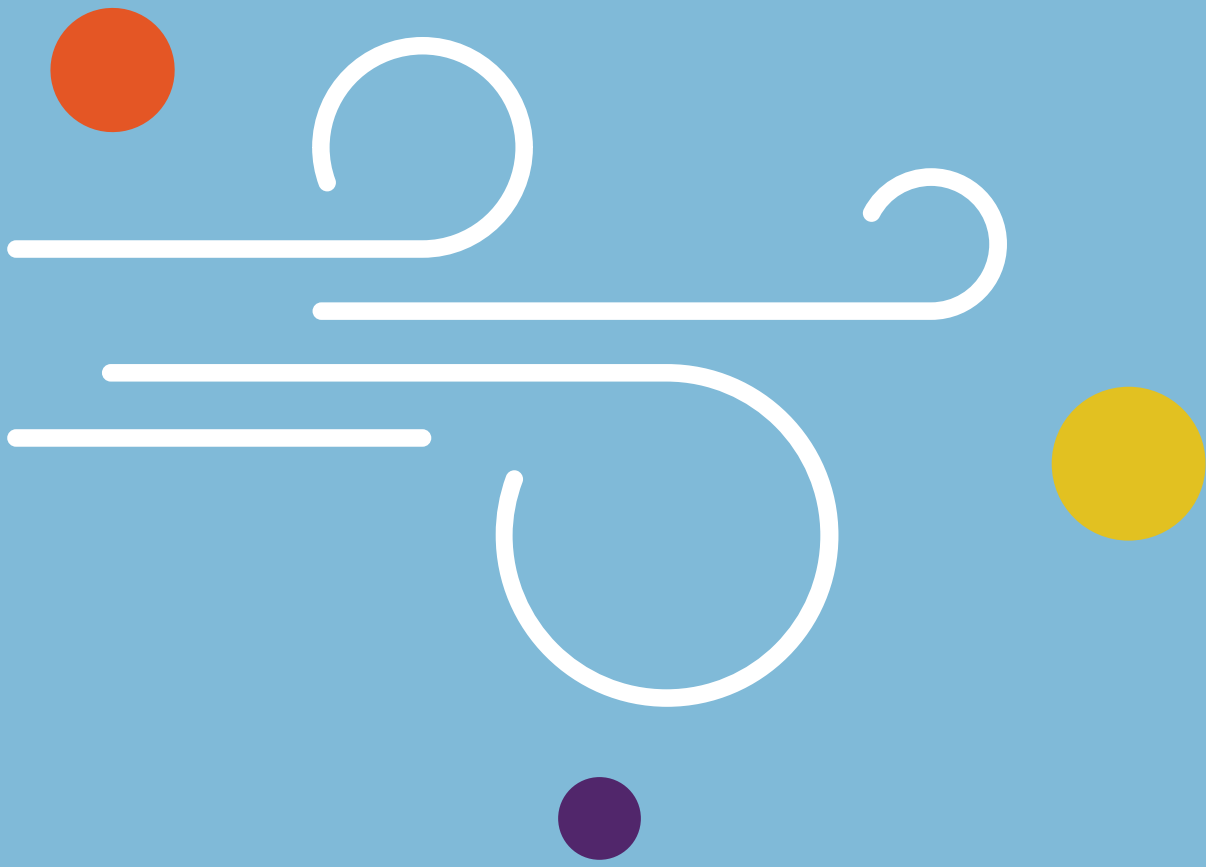
Goal 4: Be Effective, Accountable, and Customer-Oriented

Strategies from Strategic Plan	Community Advisory Council's Environmental Justice Priorities									EJ Policy Ad Hoc Committee's Focus Areas		
	1. Advance Environmental Justice	2. Provide Meaningful Agency Support	3. Integrate EJ Considerations in Core Functions	4. Implement EJ Best Practices and Innovation	5. Communicate with Clarity, Transparency, and Integrity	6. Grow Capacity of Air District Staff and Board Members to Integrate EJ	7. Grow Capacity of EJ Communities and Organizations	8. Seek Appropriate Legal Remedies and Coordinate with EJ Communities	9. Provide Technical Assistance to Local Governments	Data Collection and Usage	Permitting	Compliance and Enforcement
Objective: Improve Permitting, Monitoring, and Enforcement												
Strategy 4.1 Timely Permits					●						●	
Strategy 4.2 Transparent Permit Process			●	●	●						●	
Strategy 4.3 Consistent Permits			●	●	●						●	
Strategy 4.4 Improve Air Monitoring			●	●	●					●		
Strategy 4.5 Improve Compliance Investigations			●	●				●				●
Objective: Build Relationships and Enhance Communication												
Strategy 4.6 Inspire Action					●		●					
Strategy 4.7 Customer Service	●	●	●	●	●	●						
Strategy 4.8 Air Quality Incidents			●	●	●					●		●
Strategy 4.9 Land Use Impacts	●		●	●					●			
Objective: Be Accountable												
Strategy 4.10 Ensure Success												
Strategy 4.11 Align Resources	●	●			●							
Strategy 4.12 Report Progress	●				●							

Appendix E. Federal, State, and Regional Air Quality Responsibilities

The following diagram illustrates the responsibilities of various federal, state, and regional agencies with regard to air quality.

Level	Federal (USA) 	State (California) 	Regional (Bay Area) 
Agency	US Environmental Protection Agency (est. 1970) 	California Air Resources Board (est. 1967) 	Bay Area Air Quality Management District (est. 1955) 
Key Powers	<ul style="list-style-type: none"> • declare pollutants • set air quality standards • regulate stationary sources • regulate trains, aircraft, ships • write national plans and guidance • oversee state plans 	<ul style="list-style-type: none"> • declare pollutants • set air quality standards • regulate cars, trucks, cargo handling • regulate emitting consumer products • write statewide plans and guidance • oversee regional plans 	<ul style="list-style-type: none"> • regulate stationary sources • issue operating permits • write regional plans and guidance • work with local governments
Key Law(s)	<ul style="list-style-type: none"> • US Clean Air Act (1970) 	<ul style="list-style-type: none"> • California Clean Air Act (1988) • Global Warming Solutions Act (2006) 	



baaqmd.gov

communityadvisorycouncil@baaqmd.gov

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BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT

AGENDA: 17

Community Advisory Council's Environmental Justice Call To Action

**Board of Directors Meeting
February 5, 2025**

**Vernice Miller-Travis, Executive Vice President, The Metropolitan Group
Latasha Washington, EJ Policy Ad Hoc Committee Co-Chair**

Environmental Justice (EJ) Policy Ad Hoc Committee Members from 2022 to 2024

Current members:

- Rio Molina, Ad Hoc Committee Co-Chair
- Latasha Washington, Ad Hoc Committee Co-Chair
- John Kevin Jefferson III
- Fagamalama Violet Saena
- Ken Szutu

Previous members:

- Joy Massey
- Arieann Harrison
- Charles Reed
- Kevin Ruano Hernandez

Key Milestones in the Air District's EJ Action Planning

Winter & Spring 2023: Community Advisory Council's (CAC) Environmental Justice Policy Ad Hoc Committee:

- Discussed potential EJ solutions based on community priorities
- Built capacity for socialization of EJ action planning with the Air District

Summer 2023:

- The Metropolitan Group conducted interviews with Air District staff and CAC Members on environmental justice
- At the September CAC Retreat, the EJ Ad Hoc's "Desired Impacts of an EJ Action Plan" were prioritized by the full council

October 2023: EJ Ad Hoc met with Air District Division Directors and staff to discuss EJ solutions regarding the Ad Hoc's prioritized topics: data collection, permitting, and compliance and enforcement

Key Milestones in the Air District's EJ Action Planning (cont.)

December 2023: EJ action planning efforts align and collaborate directly with strategic planning efforts

January 2024: CAC finalizes 9 EJ Priorities to provide foundational input to the *Strategic Plan* and presents them to the Board of Directors

Winter & Spring 2024: Meetings between EJ Policy Ad Hoc Committee and Air District to continue to develop EJ Strategies

Summer & Fall 2024: Development of *A Call to Action* – a community-centered document showing how the Air District will respond to the CAC's EJ Priorities with EJ strategies and commitments in the *Strategic Plan*

Coordination and Alignment with the Strategic Plan

Working Timelines for Development of EJ Action Plan and Strategic Plan

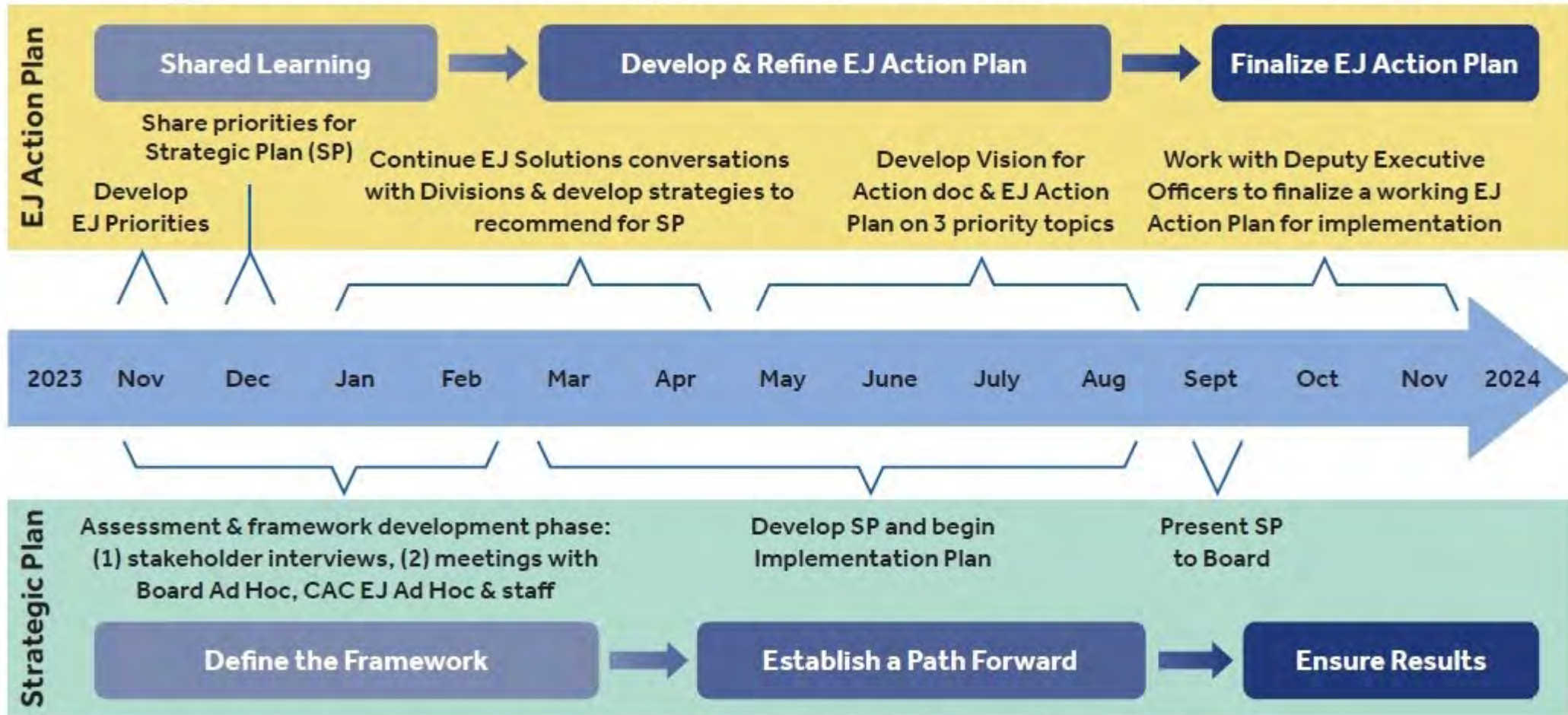


Figure 1. Working timelines for development of the Environmental Justice Action Plan and Strategic Plan

CAC EJ Priorities and *A Call to Action*

- The CAC's 9 EJ Priorities served as foundational input for both the Air District's *2024-2029 Strategic Plan* and the CAC's *A Call to Action*
- 80% of the 36 strategies in the *Strategic Plan* have an environmental justice focus
- EJ Policy Ad Hoc Members met several times with Deputy Executive Officers (DEOs) and staff to provide input into the development of EJ strategies, measurable actions, and implementation plans
- Appendix D Crosswalk in *A Call to Action* shows how *Strategic Plan* strategies align with EJ Priorities and 3 topic areas of the EJ Ad Hoc

Reflections on Process from EJ Policy Ad Hoc Members

“The way in which staff showed up in this planning process showed a level of commitment and gave me a level of assurance that they want to listen. I see that being an outcome that really contributed to where we are right now. One way to rebuild trust is presence, and I think that the mere presence of folks in the meetings has been a success. And as a result, we now have this beautiful working action plan. I can't discount the way staff interacted, and also the way that the Community Advisory Council has interacted with staff. Because that's hard to do right.”

- Joy Massey, former CAC and EJ Ad Hoc Committee member

***A Call to Action* Table of Contents**

- Executive Summary
- Chapter 1: Introduction
- Chapter 2: Our Environmental Justice Priorities: A Call to Action from the Community Advisory Council
- Chapter 3: At A Glance: The Air District's Environmental Justice Commitments
- Chapter 4: Charting the Course: Actions the Air District will Take to Advance Environmental Justice
- Chapter 5: The Journey Ahead: Implementation and Accountability

***A Call to Action* Table of Contents (cont.)**

Appendices:


- A. The 17 Principles of Environmental Justice
- B. What is an Environmental Justice Community? (Definitions)
- C. The Environmental Justice Action Planning Process (in 2023-24)
- D. Crosswalk of Strategies from the Air District's 2024-2029 Strategic Plan with the Environmental Justice Priorities and Focus Areas for Early Implementation
- E. Federal, State and Regional Air Quality Responsibilities

Acknowledgement of Chair Davina Hurt



- Chair Hurt is a strong advocate for frontline communities and advancing environmental justice at the Air District and beyond
- Community Equity, Health, and Justice Committee was created with her as Committee Chair
- Community Advisory Council was established

“Remember to imagine and craft the worlds you cannot live without, just as you dismantle the worlds you cannot live within.” —Ruha Benjamin



A Call to Action

Charting a New Course Toward Environmental Justice at the Bay Area Air Quality Management District



From the Community Advisory Council of the Bay Area Air Quality Management District

November 2024



PRIORITY 2:

Provide Meaningful Agency Support to Advance Environmental Justice



The Air District can support the health and well-being of communities by re-envisioning its mission through the lens of equity and environmental justice. A strong vision that is actively supported by leadership must focus on achieving fair and equitable outcomes of clean air for everyone, as well as striving to eliminate disproportionate harm caused by current and long-standing legacy pollution.

Effective enforcement of stricter rules is a key area where the Air District can make great strides in advancing environmental justice. Communities especially want more transparency and accountability in how the district holds violators accountable. Communities also want greater transparency in how the district works with other private entities and state and municipal agencies to enforce air quality regulations.

In order to provide meaningful support, the Air District will need to dedicate more resources and funding for air quality management approaches that recognize and reduce disparities in local air pollution. This investment to advance environmental justice will enable the Air District to become a more inclusive, accountable, effective, and community-oriented organization.

The Environmental Justice Policy Ad Hoc Committee emphasized budget allocations, meaningful community participation, and enhanced enforcement and transparency around the permitting process as some of the critical ways the Air District could provide meaningful agency support.



"We need to take advantage of the strength of the community ... they are always there. Include them in community-engaged monitoring and community-engaged enforcement."

—Ken Szutu

Policy Ad Hoc Committee would like the Air District to work with Environmental Justice communities in the future.

These Environmental Justice Priorities serve as a call to action for the Air District, and are detailed in Chapter 2. The Environmental Justice Priorities are intended to guide the agency to advance and address environmental justice within all aspects of the Agency's operations. They identify the conditions needed for the Air District to be an effective partner with frontline environmental justice communities who are most affected by air pollution to improve air quality and overall environmental justice outcomes.



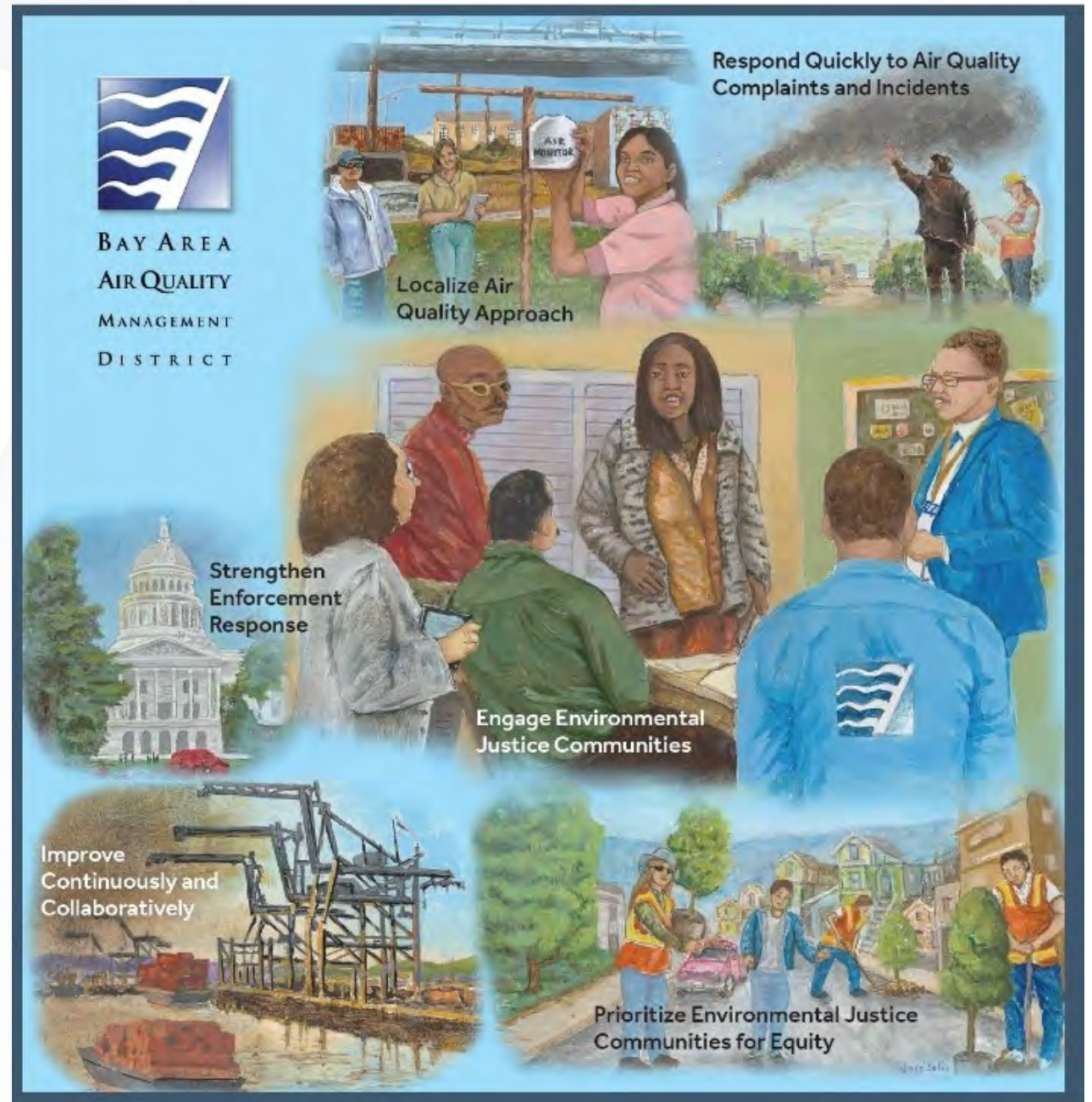
Reflections from the Environmental Justice Policy Ad Hoc Committee Members

"The way in which staff showed up in this planning process showed a level of commitment and gave me a level of assurance that they want to listen. I see that being an outcome that really contributed to where we are right now. One way to rebuild trust is presence, and I think that the mere presence of folks in the meetings has been a success. And as a result, we now have this beautiful working action plan. I can't discount the way staff interacted, and also the way that the Community Advisory Council has interacted with staff. Because that's hard to do right?"

—Joy Massey



Credit: Ken Szutu



Next Steps

- On November 21, 2024, *A Call to Action* was adopted by the CAC as an official CAC document and posted on the CAC webpage
- On December 11, 2024, *A Call to Action* was presented to the Community Equity, Health, and Justice Committee
- There are Spanish and Chinese translations of the full document and plans to translate the Executive Summary into Tagalog and Vietnamese. Hardcopies are being distributed via CAC Members.
- Continue collaborations with community partners on:
 - Implementation of the *2024-2029 Strategic Plan*
 - How implemented actions connect to the CAC's EJ Priorities
 - Ongoing community engagement opportunities

Questions

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: February 5, 2025

Re: Update on United States Environmental Protection Agency's Initial Area Designations for the Federal Annual Fine Particulate Matter Standard

RECOMMENDED ACTION

None; the Board will discuss this item, but no action is requested at this time.

BACKGROUND

Data from the Air District's regulatory air monitoring network provide insights into levels of specific pollutants and are also used to determine compliance with United States Environmental Protection Agency's (US EPA) National Ambient Air Quality Standards (NAAQS) for commonly found pollutants considered harmful to public health and the environment.

When US EPA finalizes a revision to the NAAQS, the Clean Air Act (CAA) requires US EPA to determine whether all areas of the country meet or do not meet the revised standards within two years. This process is called initial area designations and to make their determination, US EPA reviews air monitoring data and other factors in close partnership with state, local, and Tribal agencies. Regions that do not meet the new standard are designated nonattainment, while regions that meet the standard are designated attainment / unclassifiable. Regions that are designated nonattainment must develop and submit a federally approvable State Implementation Plan (SIP) that shows how those areas will attain the standard.

DISCUSSION

On February 7, 2024, the US EPA revised the primary annual standard for fine particulate matter (PM_{2.5}) from 12 to 9 micrograms per cubic meter, triggering the initial area designations process. In the first step in this process, states submit a recommendation of proposed designations for all areas in the state to US EPA by February 7, 2025, followed by US EPA's final decision by February 6, 2026. If US EPA designates the San Francisco Bay Area as nonattainment for the annual PM_{2.5} NAAQS, the Air District will be responsible for developing and submitting a federally approvable attainment plan by Fall 2027, which contains a collection of rules or other emission reduction measures, and an analysis that demonstrates how these measures will work to

attain the standard by the attainment date of December 31, 2032.

Using 2021 – 2023 data from regulatory PM_{2.5} monitoring sites in the Bay Area, the California Air Resources Board (CARB) will be recommending to the US EPA by February 7th that the San Francisco Bay Area be designated as nonattainment for the annual PM_{2.5} NAAQS, an action that the Air District supports.

The Air District also reviewed the preliminary 2022 – 2024 data from regulatory PM_{2.5} monitoring sites in the Bay Area and determined that two sites, San Pablo and San Jose-Jackson do not meet the revised annual PM_{2.5} NAAQS of 9 micrograms per cubic meter. This data is currently expected to be the basis for the air quality factor in US EPA’s final designations decisions. While US EPA allows days affected by wildfire smoke to be removed for comparison to the NAAQS for designations, the San Pablo site is still above 9 micrograms per cubic meter with the removal of all days that may be affected by wildfire smoke. As a result, the Air District expects that the US EPA will designate the San Francisco Bay Area as nonattainment for the annual PM_{2.5} NAAQS in February 2026. The Air District will be working closely with CARB and US EPA during the initial area designations process to ensure that the Bay Area is designated appropriately, as well as coordinating on upcoming SIP development work. Other issues including pending litigation on the NAAQS may affect the deadlines for initial area designations or SIP submittal but are currently unknown.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Michael Flagg
Reviewed by: Kate Hoag

ATTACHMENT(S):

1. PM Data Designations Update Presentation



BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT

AGENDA: 18

**Update on United States Environmental
Protection Agency's Initial Area
Designations for the Federal Annual
Fine Particulate Matter Standard**

**Board of Directors Meeting
February 5, 2024**

Michael Flagg
Meteorology and Measurements Division
mflagg@baaqmd.gov



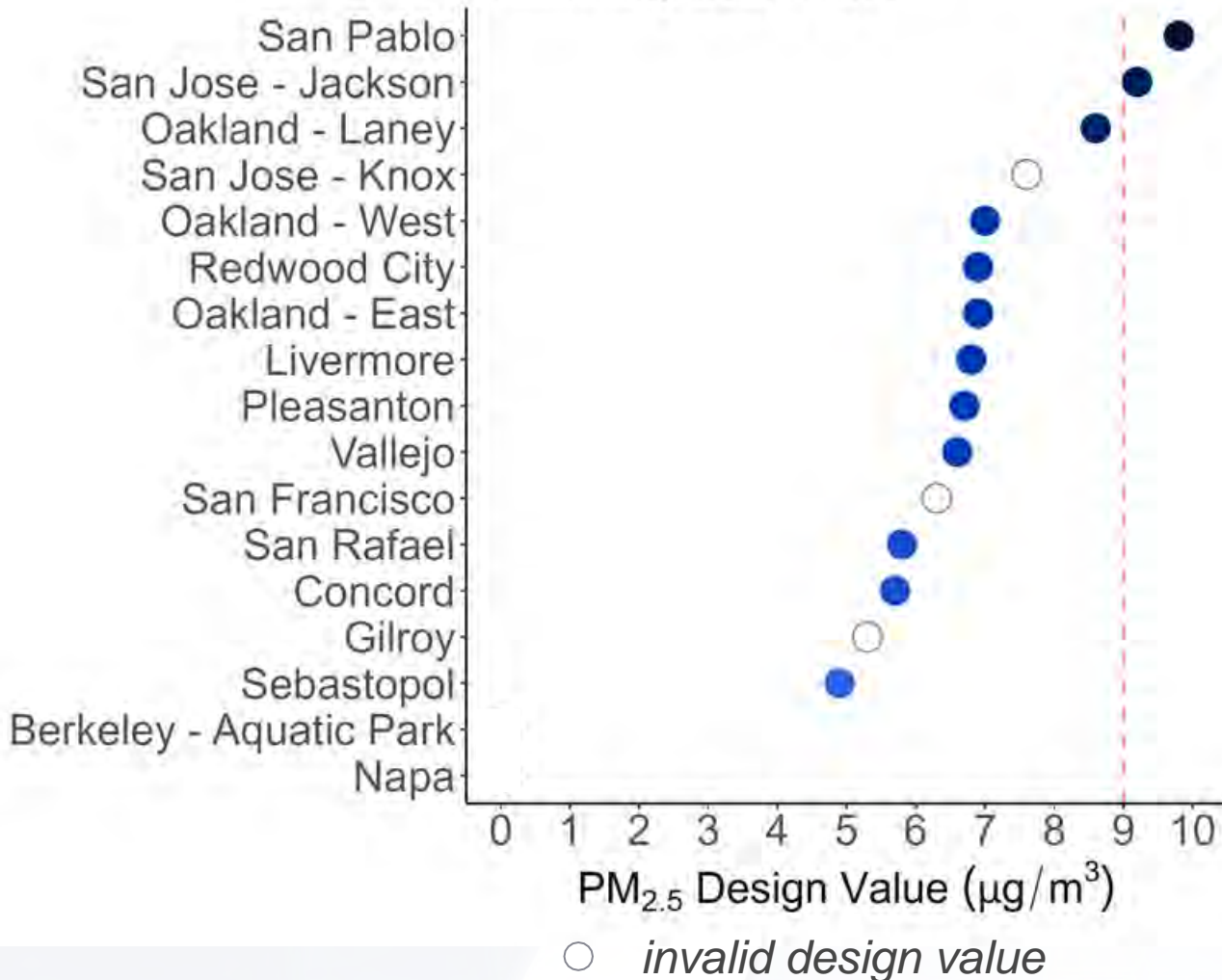
2024 PM National Ambient Air Quality Standard (NAAQS)

Indicator	Averaging Time	Previous Level	Current Bay Area Status	Revised Level
PM _{2.5}	Annual	12.0 µg/m ³	Unclassifiable/Attainment	9.0 µg/m ³
PM _{2.5}	24-Hour	35 µg/m ³	Nonattainment	No change/ Retain
PM ₁₀	24-Hour	150 µg/m ³	Unclassifiable/Attainment	No change/ Retain

- Revised NAAQS triggers a two-year initial area designations process
- California Air Resources Board recommended a designation of **nonattainment** for the Bay Area using 2021 – 2023 data
- US Environmental Protection Agency will finalize designations using 2022-2024 data

Preliminary 2024 PM_{2.5} Design Values

PM_{2.5} Annual Design Values
Preliminary 2022-2024

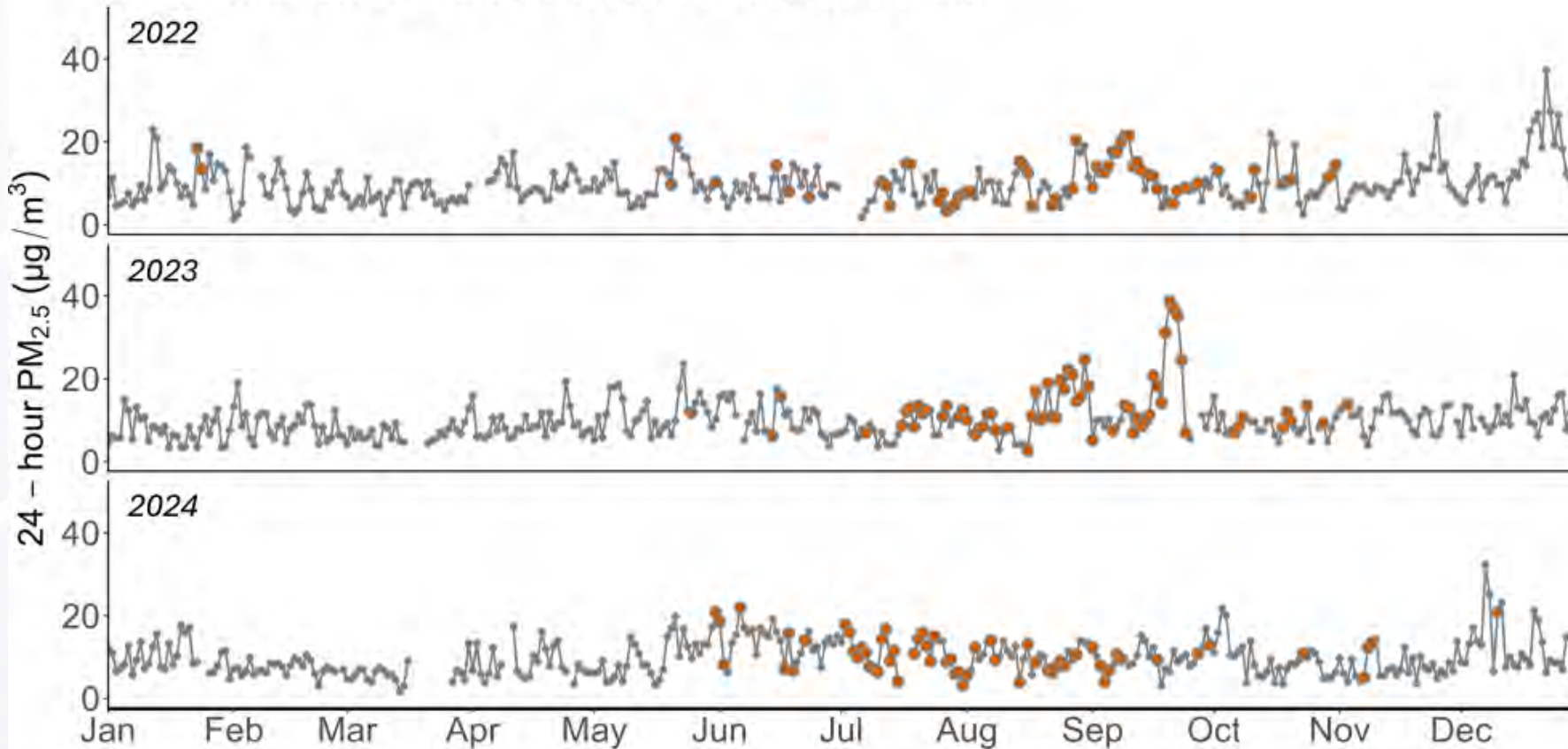


Site Name	2022 Annual Mean	2023 Annual Mean	2024 Annual Mean	2022-2024 DV
San Pablo	9.9	9.9	9.7	9.8
San Jose - Jackson	10.1	8.2	9.3	9.2

- Two monitoring sites currently violating the NAAQS
- Reviewed data at these sites to assess the impact of wildfire smoke on annual design values

Preliminary 2022 - 2024 PM_{2.5} Data

24-hour PM_{2.5} Concentrations at San Pablo



● *days that may have been affected by wildfire smoke*

After removing all days that may have been affected by wildfire smoke, the San Pablo design value remains above 9.0 µg/m³

Initial Area Designations Timeline

Date	Action
February 7, 2025	State Recommendations due to US EPA
October 9, 2025	US EPA proposes designations and begins comment period
February 6, 2026	US EPA finalizes initial area designations
Q4 2027	Moderate area State Implementation Plan due to EPA
December 31, 2032	Attainment date

Questions

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Hyacinth G. Hinojosa
Deputy Executive Officer, Finance and Administration

Date: February 5, 2025

Re: Approval of an Amendment to the Employment Agreement for Executive
Officer/APCO

RECOMMENDED ACTION

Recommend the Board of Directors authorize Chairperson Hurt to execute the attached amendment to the Employment Agreement for Executive Officer/APCO increasing the base salary by 5%.

BACKGROUND

Dr. Philip Fine has served as the Executive Officer/APCO at the Air District since February 21, 2023. On Feb 5, 2025, the Board of Directors will consider a base salary increase up to five percent (5%) as stipulated in the employment agreement between the Air District and Dr. Fine.

DISCUSSION

The Board will consider amending the employment contract for Executive Officer/APCO by providing up to a 5% base salary increase consistent with Executive Officer/APCO's employment agreement. The proposed amendment is included as Attachment 1. Pursuant to Section 9.4(e) of the Administrative Code, this contract amendment must be approved by the Board of Directors, who may authorize and direct the Chairperson to execute the amendment.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None. This salary is included in the 2025 budget under program 104.

Respectfully submitted,

Hyacinth Hinojosa
Deputy Executive Officer, Finance and Administration

Prepared by: Hyacinth Hinojosa

ATTACHMENT(S):

1. Draft Amended Employment Agreement No. 2025. 02.05-BAAQMD Executive Officer/APCO

AMENDMENT TO EMPLOYMENT AGREEMENT

Executive Officer/APCO

This Amendment To Employment Agreement (“Agreement”) is made and entered into on this 5th day of February, 2025, by and between the **Bay Area Air Quality Management District** (the “District”) and Executive Officer/APCO **Philip M. Fine** (“Employee”).

WHEREAS, the District and Employee are parties to an Agreement setting forth the terms and conditions of Employee’s employment as Executive Officer/APCO, dated December 21, 2022 (“Employment Agreement”);

WHEREAS, Employee has been employed as Executive Officer/APCO pursuant to the Employment Agreement since February 21, 2023;

WHEREAS, the Employment Agreement provides that Employee shall receive a two-year performance evaluation whereby the District Board will consider a salary increase of up to five percent (5%);

WHEREAS, the District Board conducted a performance evaluation of Employee which included a closed session review on February 5, 2025; and

WHEREAS, the District desires to provide Employee a _____ percent (___%) salary increase consistent with the favorable performance evaluation and the provisions of the Employment Agreement.

NOW, THEREFORE, the District and Employee agree to modify the Employment Agreement as follows:

1. Employee’s annual base salary is increased _____ percent (___%) from Employee’s current yearly salary effective February 21, 2025. Section 4.a. of the Employment Agreement is hereby amended to reflect the new annual base salary of \$_____ effective February 21, 2025.
2. All other provisions of Employee’s Employment Agreement remain in full force and effect without amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment to Employment Agreement which shall be effective upon the commencement date specified above.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

EMPLOYEE

Davina Hurt
Board Chair

Philip M. Fine
Executive Officer/APCO