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SETTLEMENT AGREEMENT
BETWEEN
THE BAY AREA AIR QUALITY MANAGMENT DISTRICT
AND
THE CITY OF BERKELEY

1. The BAY AREA AIR QUALITY MANAGEMENT DISTRICT (the "DISTRICT") and CITY OF BERKELEY (the "CITY") knowingly and of their own free will enter into this Settlement Agreement.

2. The DISTRICT and the CITY (collectively, the "PARTIES") are separately represented by counsel of their choosing and have consulted about the terms of this Settlement Agreement with their separate and individual counsel.

3. The settlement of the matters addressed in this Settlement Agreement, which include the allegations in DISTRICT Notices of Violation ("NOVs") A58778, A58784, A58787, A58802, A58845, A58851, and A61731 without further litigation, is fair, reasonable and in the interests of the PARTIES and the public.

4. The DISTRICT has issued the NOVs identified in Paragraph 3 above to the CITY, which owns the Berkeley Landfill located in the Berkeley Marina, Berkeley, California ("LANDFILL"), alleging that various DISTRICT Regulations were violated at the LANDFILL as described in the NOVs. This Settlement Agreement precludes the DISTRICT from seeking criminal or civil penalties under California Health and Safety Code Sections 42400 et seq. or taking administrative action for the same alleged actions and violations that are the basis for the NOVs identified in Paragraph 3 above or for violations that could have been asserted arising out of or relating to the alleged actions and violations that are the basis for the NOVs identified in Paragraph 3 above.

5. Within thirty (30) days of the execution of this Settlement Agreement, the CITY shall pay by corporate check, made payable to the "Bay Area Air Quality Management District," the amount of **ONE HUNDRED THIRTY THOUSAND DOLLARS (\$130,000.00)**. The payment shall be mailed or delivered to:

1 BAY AREA AIR QUALITY MANAGEMENT DISTRICT
2 OFFICE OF DISTRICT COUNSEL
3 ALEXANDER G. CROCKETT, DISTRICT COUNSEL
4 375 BEALE STREET, SUITE 600
5 SAN FRANCISCO, CALIFORNIA 94105

6 6. Upon execution, this Settlement Agreement will become final and binding upon
7 the PARTIES.

8 7. The CITY's payment in full of the civil penalty described in Paragraph 5 above
9 will settle and conclude all claims that have been or could have been asserted between the
10 DISTRICT and the CITY arising out of or relating to the allegations and conduct that are the
11 basis for the NOV's identified in Paragraph 3 above.

12 8. This Settlement Agreement constitutes the entire agreement and understanding
13 between the PARTIES, and fully supersedes and replaces any and all prior negotiations and
14 agreements of any kind or nature, whether written or oral, between the PARTIES, concerning
15 these claims.

16 9. The CITY's entry into this Settlement Agreement is not and shall not be construed
17 as an admission of any liability for conduct, actions or violations of law as alleged in the NOV's
18 identified in Paragraph 3 above.

19 10. The DISTRICT reserves the right to take future enforcement actions arising out of
20 violations not covered by this Settlement Agreement. In addition, the DISTRICT reserves the
21 right to demand, and the CITY reserves the right to contest, increased penalties in connection
22 with any future alleged violations based on compliance history.

23 11. The DISTRICT reserves the right to rely upon the alleged violations described in
24 the NOV's identified in Paragraph 3 above and may offer proof thereof in connection with any
25 other administrative or judicial proceeding not related to this proceeding for the purpose of
26 showing a history of violation.

27 12. The CITY's failure to perform any of the terms or conditions of this Settlement
28 Agreement will render the CITY in violation of the terms and conditions of this Settlement
Agreement.

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13. No agreement to modify, amend, extend, supersede, terminate, or discharge this Settlement Agreement, or any portion thereof, shall be valid or enforceable unless it is in writing and signed by the PARTIES.

14. This Settlement Agreement shall be interpreted and enforced in accordance with the laws of the State of California, without regard to California's choice of law rules.

15. Each of the undersigned expressly represents that he or she is authorized to execute this Settlement Agreement on behalf of the party for whom he or she signs below.

* * * * *

SO AGREED, STIPULATED AND EXECUTED:

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BAY AREA AIR QUALITY
MANAGEMENT DISTRICT
375 Beale Street, Suite 600
San Francisco, California 94105

CITY OF BERKELEY
2180 Milvia Street
Berkeley, California 94704

By: Philip Fine
7314B577922A46A...
PHILIP M. FINE
EXECUTIVE OFFICER/APCO

By: [Signature]
FARIMAH FAIZ BROWN
CITY ATTORNEY

Date: 4/3/2024

Date: 3/27/2024

APPROVED AS TO FORM BY:
BAY AREA AIR QUALITY
MANAGEMENT DISTRICT
375 Beale Street, Suite 600
San Francisco, California 94105

By: Alexander Crockett
6DC7110552B5451...
ALEXANDER G. CROCKETT
DISTRICT COUNSEL

Date: 4/3/2024
