



BAY AREA  
AIR QUALITY  
MANAGEMENT  
DISTRICT

**BOARD OF DIRECTORS**

**MEETING**

April 3, 2024

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

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

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

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

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

**Napa County Administration Building  
1195 Third Street, Suite 310  
Crystal Conference Room  
Napa, CA 94559**

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

**Offices of Husch Blackwell Strategies  
733 10th Street NW, Suite 900  
Washington, DC 20001**

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

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

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

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

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

Members of the public may participate remotely via Zoom at <https://bayareametro.zoom.us/j/88669738153>, or may join Zoom by phone by dialing (669) 900-6833 or (408) 638-0968. The Webinar ID for this meeting is: 886 6973 8153

**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, APRIL 3, 2024**

**10:00 AM**

**Chairperson, Davina Hurt**

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

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

**2. Pledge of Allegiance**

**3. Special Orders of the Day**

**CONSENT CALENDAR (Items 4 - 17)**

**4. Approval of the Draft Minutes of the Board of Directors Meeting of March 6, 2024**

*The Board will consider approving the Draft Minutes of the Board of Directors meeting of March 6, 2024.*

**5. Board Communications Received from March 6, 2024 through April 2, 2024**

*A copy of communications directed to the Board of Directors received by the Air District from March 6, 2024, through April 2, 2024, if any, will be distributed to the Board Members by way of email.*

**6. Notices of Violations Issued and Settlements in Excess of \$10,000 in the Month of February 2024**

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

**7. Quarterly Report of the Executive Office and Division Activities for the Months of October 2023 - December 2023**

*This is an informational item only.*

8. Public Hearing on Transportation Fund for Clean Air (TFCA) Projects Expenditures and Effectiveness for Fiscal Year Ending 2023

*The Board of Directors will hold a public hearing to review TFCA 60% Fund expenditures in Fiscal Year Ending 2023 and consider adopting a determination that such expenditures were effective in improving air quality. If members of the public wish to comment on this item or if Board members wish to discuss it, they should so indicate when the consent agenda is called and the public hearing will be held in the discussion portion of the agenda. Otherwise, the Board will review the expenditures as presented in the accompanying memo and attachment and consider adopting staff's proposed determination on consent. The Policy, Grants & Technology Committee considered this matter at its February 21, 2024, meeting and recommended that the Board of Directors adopt this proposed determination.*

9. Authorization to Execute a Contract Amendment with Metropolitan Group, LLC

*The Board of Directors will consider authorizing the Executive Officer/APCO to execute a contract amendment with Metropolitan Group, LLC to extend the term from July 1, 2024, to November 30, 2024, and increase the maximum cost of the contract by \$250,430, from \$299,109 to \$549,559. The Metropolitan Group's work is critical to continue helping develop an environmental justice policy and action plan and to support the Community Advisory Council in advising the agency on this work. The scope of work and contract has been revised and expanded to extend throughout the agency's strategic planning efforts and to center the strategic plan on environmental justice and equity. This will include advising staff and CAC members and increasing support for the strategic planning team.*

10. Authorization to Execute a Contract Amendment with Trinity Consultants for BioWatch Maintenance and Operations

*The Board of Directors will consider authorizing the Executive Officer/APCO to execute a contract amendment with Trinity Consultants to extend the term from July 1, 2024, to June 30, 2025, and increase the maximum cost of the contract by \$1,480,575 from \$1,434,665 to \$2,915,240 to cover BioWatch maintenance and operations.*

11. Authorization to Execute IT Design Services Contracts with ePlus Technology, Inc. and CipherEx, Inc.

*The Board of Directors will consider authorizing the Executive Officer/APCO to amend the contract with CipherEx, Inc. increasing the maximum dollar amount of the contract by \$70,000 from \$105,000 to \$175,000 and to execute a contract with ePlus for \$83,000 for IT infrastructure design services.*

12. Report of the Advisory Council Meeting of March 1, 2024

*The Board of Directors will receive a report of the Advisory Council meeting of March 1, 2024.*

13. Report of the Stationary Source Committee Meeting of March 13, 2024

*The Board of Directors will receive a report of the Stationary Source Committee meeting of March 13, 2024.*

14. Report of the Community Equity, Health, and Justice Committee Meeting of March 13, 2024

*The Board of Directors will receive a report of the Community Equity, Health, and Justice Committee meeting of March 13, 2024.*

15. Report of the Finance and Administration Committee Meeting of March 20, 2024

*The Board of Directors will receive a report of the Finance and Administration Committee meeting of March 20, 2024.*

16. Report of the Policy, Grants, and Technology Committee Meeting of March 20, 2024

*The Board of Directors will receive a report of the Policy, Grants, and Technology Committee meeting of March 20, 2024.*

17. Report of the Community Advisory Council Meeting of March 21, 2024

*The Board of Directors will receive a report of the Community Advisory Council meeting of March 21, 2024.*

### **ACTION ITEM(S)**

18. State Legislative Bills Update

*The Board of Directors will consider adopting the following positions on pending legislative bills, as recommended by the Policy, Grants and Technology Committee.*

- *Support Assembly Bill (AB) 2958 (Calderon) – State Air Resources Board: board members: compensation.*
- *Oppose Senate Bill (SB) 1298 (Cortese) – Certification of thermal powerplants: data centers.*

*This item will be presented by Alan Abbs, Legislative Officer.*

19. Air District Board Member Compensation Policy Discussion

*The Board of Directors will consider the following recommendations of the Policy, Grants, and Technology Committee related to Air District Board Member compensation:*

- *Approve the Air District's participation in AB 2522 (Carrillo), to provide amendments to that bill that would align the Air District's board member compensation provisions in the Health and Safety Code with the bill's proposed amendments to the South Coast Air Quality Management District's board member compensation provisions.*
- *Direct staff to initiate a review of the Air District's Administrative Code provisions on Board Member compensation to evaluate equity considerations with respect to how Board members are compensated for their service on the Board of Directors.*

*This item will be presented by Alan Abbs, Legislative Officer.*

20. Updates to the Air District's Incident Response Program

*The Board of Directors will review a summary of the Incident Response ad hoc committee meetings and will consider a proposal for updates to the Air District's Incident Response Program, including a new Refinery Corridor Particulate Monitoring Program. This item will be presented by Meredith Bauer, Deputy Executive Officer, Engineering and Compliance, and Kate Hoag, Assistant Manager, Meteorology and Measurement.*

**CLOSED SESSION**

21. 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 regarding a claim of Environmental Democracy Project.*

**OPEN SESSION**

## **OTHER BUSINESS**

### 22. 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.*

### 23. 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)*

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

### 25. Chairperson's Report

### 26. Time and Place of Next Meeting

*Wednesday, May 1, 2024, at 10:00 a.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Board of Directors members and members of the public will be able to either join in-person or via webcast.*

### 27. Adjournment

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

**CONTACT:**

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

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

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

**Accessibility and Non-Discrimination Policy**

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

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

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

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

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



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

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

**APRIL 2024**

<u>TYPE OF MEETING</u>	<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>ROOM</u>
Board of Directors Meeting	Wednesday	3	10:00 a.m.	1 <sup>st</sup> Floor Board Room
Board of Directors Stationary Source Committee - CANCELLED	Wednesday	10	10:00 a.m.	1 <sup>st</sup> Floor, Temazcal Room
Board of Directors Community Equity, Health and Justice Committee - CANCELLED AND RESCHEDULED TO 5:30 P.M., APRIL 22, 2024	Wednesday	10	1:00 p.m.	1 <sup>st</sup> Floor, Temazcal Room
Board of Directors Finance and Administration Committee	Wednesday	17	10:00 a.m.	1 <sup>st</sup> Floor Board Room
Board of Directors Policy, Grants and Technology Committee	Wednesday	17	1:00 p.m.	1 <sup>st</sup> Floor Board Room
Board of Directors Community Equity, Health and Justice Committee	Monday	22	5:30 p.m.	City of San Pablo City Hall Council Chambers 1000 Gateway Ave. San Pablo, CA 94806

MV 3/25/2024 – 1:43 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: April 3, 2024

Re: Approval of the Draft Minutes of the Board of Directors Meeting of March 6, 2024

RECOMMENDED ACTION

Approve the attached Draft Minutes of the Board of Directors meeting of March 6, 2024.

BACKGROUND

None.

DISCUSSION

Attached for your review and approval are the Draft Minutes of the Board of Directors meeting of March 6, 2024.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Marcy Hiratzka  
Reviewed by: Vanessa Johnson

ATTACHMENTS:

1. Draft Minutes of the Board of Directors Meeting of March 6, 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, March 6, 2024

## **DRAFT MINUTES**

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

### **CALL TO ORDER**

1. **Opening Comments:** Board of Directors (Board) Chairperson, Davina Hurt, called the meeting to order at 10:01 a.m.

#### **Roll Call:**

Present, In-Person (Bay Area Metro Center, 375 Beale Street, 1<sup>st</sup> Floor Board Room, San Francisco, California, 94105): Chairperson Davina Hurt; and Directors John J. Bauters, Noelia Corzo, Juan González III, Tyrone Jue, Katie Rice, and Shamann Walton.

Present, In-Person Satellite Location: (Palo Alto City Hall, 250 Hamilton Ave., Palo Alto, California, 94301): Directors Sergio Lopez, Ray Mueller, and Vicki Veenker.

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

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

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

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

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

Present, In-Person Satellite Location: (Office of Contra Costa County Supervisor Ken Carlson, 2255 Contra Costa Blvd., Suite 202, Pleasant Hill, California, 94523): Directors Ken Carlson and Mark Ross.

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

Absent: Directors Margaret Abe-Koga, John Gioia, and Nate Miley.

2. **PLEDGE OF ALLEGIANCE**

3. **SPECIAL ORDERS OF THE DAY**

Chair Hurt welcomed the following new employees: Nina Garde, Staff Specialist I in Community Engagement; Leo Castellblanch, Air Quality Technician I, Engineering; Zach Kowalewski, Air Quality Engineer I, in Engineering; Leo Ly, Air Quality Engineer II, in Engineering; Kristine Ferguson, Air Quality Engineer I, in Engineering. She also congratulated Perry Ng, who was promoted to the position of Senior Air Quality Engineer, in Engineering.

NOTED PRESENT: Director Jue was noted present at 10:07 a.m.; Directors Lopez and Ross were noted present at 10:13 a.m.

**CONSENT CALENDAR (ITEMS 4 – 13)**

4. Approval of the Draft Minutes of the Board of Directors Special Meeting/Retreat of January 31, 2024
5. Approval of the Draft Minutes of the Board of Directors Meeting of February 7, 2024
6. Board Communications Received from February 7, 2024, through March 5, 2024
7. Notices of Violations Issued and Settlements in Excess of \$10,000 in the Month of January 2024
8. Acceptance of Clean Cars For All Funding

**[CLICK HERE TO VIEW BOARD RESOLUTION 2024-02](#)**

9. Designation of Fair Labor Standards Act Status for All Classifications
10. Establish a New Classification of Principal Cybersecurity Analyst
11. Report of the Stationary Source Committee Meeting of February 14, 2024
12. Report of the Finance and Administration Committee Meeting of February 21, 2024
13. Report of the Policy Grants, and Technology Committee Meeting of February 21, 2024

Public Comments

No requests received.

Board Comments

None.

Board Action

Director González made a motion, seconded by Director Bauters, to **approve** Consent Calendar Items 4 – 13, inclusive; and the motion **carried** by the following vote of the Board:

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

**ACTION ITEMS**

**14. AIR DISTRICT COMPENSATION PHILOSOPHY**

Lisa Baker, Human Resources Officer, gave the staff presentation *Air District Compensation Philosophy*, including: requested action; overview; definition and key elements of a compensation philosophy; proposed compensation philosophy; comprehensive compensation; our proposed talent market; sustainability and public stewardship; our proposed compensation program; stakeholder input; Finance and Administration Committee feedback; communication plan; and recommended action.

Public Comments

No requests received.

Board Comments

The Board and staff discussed the Board’s appreciation for the standing Board agenda item of “Special Orders of the Day”, during which, new employees, and employees that have been promoted within the Air District are given an opportunity to introduce themselves to the Board; the desire that the compensation philosophy meets employees’ needs and provides opportunities for upward mobility; appreciation for the feedback from the Finance and Administration Committee; the desire for merit pay (recognize exceptional performance); the Air District’s current vacancy rate; and whether this compensation philosophy gives any attention to gender wage gaps.

Board Action

Director Rice made a motion, seconded by Director González, to **adopt** the proposed Compensation Philosophy for the Air District; and the motion **carried** by the following vote of the Board:

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

## 15. STATE LEGISLATIVE BILLS UPDATE

Alan Abbs, Legislative Officer, gave the staff presentation *State Legislative Bills Update*, including: outcome; outline; requested action; Assembly Bill (AB) 1465 (Wicks); AB 2298 (Hart et al.); Senate Bill (SB) 1095 (Becker); SB 382 (Becker); SB 1158 (Archuleta); SB 1193 (Menjivar); AB 1894 (ta); AB 2522 (Carrillo); and recap of requested action.

### Public Comments

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

### Board Comments

The Board and staff discussed the following:

#### **SB 1193**

Whether SB 1193 would have jurisdiction over Phillips 66's plans to make renewable jet fuel; the hope that SB 1193 will designate a state agency to rank the airport operators and aviation retail establishments that are located in or adjacent to disadvantaged communities; the desire that this bill is passed to set an example for the country; Santa Clara County's 2022 banning of the sale of leaded air fuels at its local airports, and resulting challenges; the importance of protecting the health of airport workers; and whether any unions are supporting this bill).

#### **AB 1465**

The level of severity of the civil penalties, per the proposed language of AB 1465.

#### **SB 1158**

Concerns about transparency and accountability.

#### **AB 2522**

Whether the Board's Finance and Administration Committee had already discussed AB 2522, and whether the Policy, Grants, and Technology Committee should discuss before the Board votes to take any action regarding this bill; reasons to weigh in on another air district's board's compensation, and reasons not to do so; ways in which the Bay Area Air Quality Management District could mimic the proposed model for the South Coast Air District, and whether the bill language could be amended to include the Bay Area Air District during the Spring of 2024; reasons to increase Bay Area Air District Board members' stipends and reasons not to do so; equity issues and pay disparity between county supervisors and city councilmembers (or members of voting Air District bodies who are not appropriately financially compensated to attend their meetings); suggested methods of making compensation among Board members more equitable; and the suggestion of supporting this bill and also advocating for the inclusion of stipend increases for the Bay Area Air District Board members, but waiting to change the Board member compensation policy until a later time, should the amended bill pass.

### Board Action

Director Bauters made a motion, seconded by Director Corzo, to **adopt** the recommended positions for the following bills:

<b>Bill</b>	<b>Proposed Action</b>
SB 382 (Becker) – Single-family residential property: disclosures	Support and offer to sponsor/co-sponsor
SB 1158 (Archuleta) – Carl Moyer Memorial Air Quality Standards Attainment program	Support
SB 1193 (Menjivar) – Airports: leaded aviation gasoline.	Support
AB 1894 (Ta) – Nonvehicular air pollution: civil penalties	Oppose

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

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

Director Bauters made a motion, seconded by Director Haubert, to **refer** AB 2522 (Carrillo) to Air District Board’s Policy, Grants, and Tehcnology Committee for further analysis and a potential recommendation, taking no position in the current time on the bill; and the motion **carried** by the following vote of the Board:

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

**CLOSED SESSION** (11:53 a.m.)

16. **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 met in Closed Session with Legal Counsel to discuss significant exposure to litigation, based on facts and circumstances not known to a potential plaintiff or plaintiffs: One case.*

**Reportable Action:** Alexander Crockett, District Counsel, had nothing to report.

17. **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 met in Closed Session with Legal Counsel to discuss significant exposure to litigation regarding the claims of Makena "Ruby" World related to California Civil Rights Department Case No. 202309-22030520.*

**Reportable Action:** Mr. Crockett had nothing to report.

18. **CONFERENCE WITH LEGAL COUNSEL RE EXISTING LITIGATION (GOVERNMENT CODE SECTION 54956.9(a))**

*Pursuant to Government Code Section 54956.9(a), the Board met in Closed Session with Legal Counsel to discuss the following cases:*

*State of California et al. v. United States Postal Service (N. Dist. Cal. Case Nos. 3:22-cv-02583-RFL & 3:22-cv-02576-RFL);*

*South Coast Air Quality Management District et al. v. EPA (D.C. Circuit Case No. 19-1241); and*

*South Coast Air Quality Management District et al. v. National Highway Traffic Safety Administration (D.C. Circuit Case No. 20-1173).*

**Reportable Action:** Mr. Crockett had nothing to report.

19. **PUBLIC EMPLOYEE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957(b)(1)**

*Title: Executive Officer/ Air Pollution Control Officer (APCO)*

**Reportable Action:** Hyacinth Hinojosa, Deputy Executive Officer of Finance & Administration, had nothing to report.

At this time, Mr. Crockett read a report from the Closed Session from the Board's meeting on February 7, 2024:

“In that Closed Session, the Board considered and voted to authorize settlements in two pending cases, in Agenda Item 21. That was the Rule 6-5 litigation, *Chevron USA Inc. v. BAAQMD* and *Martinez Refining Co. v. BAAQMD*. Under the Brown Act, Closed Session votes to authorize settlements are not reported immediately but are reported after the settlement agreements are signed and become final. Those Settlement Agreements have been signed, so the Board now has a duty to report out the votes to approve those settlements, which I will do now.

The votes were the same in both cases, with the Board voting unanimously to approve each settlement. Votes in favor were as follows:

**Directors Gonzales; Gallagher; Lopez; Young; Hannigan; Walton; Abe-Koga; Jue; Gioia; Hudson; Ross; Haubert; Lee; Bauters; Carlson; and Veenker, and Vice Chair Hopkins and Chair Hurt.**

There were no votes against and no abstentions.”

**OPEN SESSION** (1:27 p.m.)



**ACTION ITEM**

**20. APPROVAL OF AN AMENDMENT TO THE EMPLOYMENT AGREEMENT FOR EXECUTIVE OFFICER / APCO**

Chair Hurt announced that the Board discussed the evaluation of the Executive Officer/APCO during Item 19, in Closed Session.

Public Comments

No requests received.

Board Comments

None.

Board Action

Director González made a motion, seconded by Director Lee, to **amend** to the employment contract for the Executive Officer/APCO by providing up to a 5% base salary increase, consistent with the Executive Officer/APCO’s employee agreement; and the motion **carried** by the following vote of the Board:

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

**OTHER BUSINESS**

**21. PUBLIC COMMENT ON NON-AGENDA MATERS**

No requests received.

**22. BOARD MEMBER COMMENTS**

Director Hudson announced that the Contra Costa Transportation Authority formed a partnership with Heex Technologies to refine data processing capabilities for autonomous vehicle original equipment manufacturers and mobility operators. This alliance was designed to contribute to the development of local and national safety standards and rulemaking for autonomous vehicles through the gathering and sharing of vehicle data.

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

Dr. Philip M. Fine, Executive Officer/APCO, reported that in January 2024, the Air District experienced a significant information service outage, which was the result of a targeted malware attack. The outage

impacted a number of systems at the Air District, but was contained, and the Air District's servers and systems are now back online.

24. **CHAIRPERSON'S REPORT**

Chair Hurt had nothing to report.

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

Wednesday, April 3, 2024, at 10:00 a.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Board of Directors members and members of the public will be able to either join in-person or via webcast.

26. **ADJOURNMENT**

The meeting was adjourned at 1:34 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: April 3, 2024

Re: Board Communications Received from March 6, 2024 through April 2, 2024

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

None.

DISCUSSION

Copies of communications directed to the Board of Directors received by the Air District from March 6, 2024, through April 2, 2024, if any, will be distributed to the Board Members by way of email.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Shantel Reyes-Stokes

Reviewed by: Vanessa Johnson

ATTACHMENTS:

None

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

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

From: Philip M. Fine  
Executive Officer/APCO

Date: April 3, 2024

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

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

None.

DISCUSSION

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

BUDGET CONSIDERATION/FINANCIAL IMPACT

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

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Alexander G. Crockett

ATTACHMENTS:

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

**NOTICES OF VIOLATIONS ISSUED**

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

<b>Alameda</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Commercial Casework, Inc.	A2656	Fremont	A62613A	2/16/24	2-1-307	Permit Requirement/Condition Violation
Eagle Gas	C0192	Oakland	A58649A	2/16/24	2-1-301	No Authority to Construct and No Permit to Operate
Eagle Gas	C0192	Oakland	A58649B	2/16/24	2-1-302	No Authority to Construct and No Permit to Operate
Shell SS#68149	C0443	Livermore	A62858A	2/8/24	8-7-302.1	Gas Dispensing Facility Violation
Stomper Company Inc.	S755437	Hayward	A60151A	2/20/24	11-2-401.3	Asbestos Violation
Tesla, Inc.	A1438	Fremont	A63035A	2/15/24	2-6-307	Title V Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63036A	2/15/24	2-1-307	Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63037A	2/15/24	2-6-307	Title V Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63038A	2/15/24	2-1-307	Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63039A	2/15/24	2-1-307	Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A63040A	2/15/24	2-6-307	Title V Requirement/Condition Violation

<b>Contra Costa</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
C & H Sugar Company, Inc.	B1911	Crockett	A57832A	2/6/24	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62773A	2/1/24	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62773B	2/1/24	2-6-307	Title V Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62774A	2/1/24	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62774B	2/1/24	2-6-307	Title V Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62775A	2/1/24	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62776A	2/21/24	2-1-307	Permit Requirement/Condition Violation
Corteva Agriscience - Pittsburg Operations	A0031	Pittsburg	A62560A	2/5/24	2-6-307	Title V Requirement/Condition Violation
Corteva Agriscience - Pittsburg Operations	A0031	Pittsburg	A62561A	2/16/24	2-6-307	Title V Requirement/Condition Violation
Corteva Agriscience - Pittsburg Operations	A0031	Pittsburg	A62562A	2/5/24	2-6-307	Title V Requirement/Condition Violation
Corteva Agriscience - Pittsburg Operations	A0031	Pittsburg	A62563A	2/16/24	2-6-307	Title V Requirement/Condition Violation
Eco Services Operations Corp	B1661	Martinez	A62565A	2/22/24	1-522	Continuous Emissions Monitor Violation

Eco Services Operations Corp	B1661	Martinez	A62565B	2/22/24	10	Code of Federal Regulation Violation
Eco Services Operations Corp	B1661	Martinez	A62566A	2/22/24	2-6-307	Title V Requirement/Condition Violation
Eco Services Operations Corp	B1661	Martinez	A62566B	2/22/24	2-6-502	Monitoring Reports Violation
Eco Services Operations Corp	B1661	Martinez	A62567A	2/22/24	1-441	Denied Access to Information Violation
John Muir Medical Center	B0742	Walnut Creek	A57833A	2/1/24	2-1-307	Permit Requirement/Condition Violation
Martinez Refining Company LLC	A0011	Martinez	A63217A	2/27/24	1-441	Denied Access to Information Violation
Oliveira Enterprises Inc.	E5310	Byron	A62564A	2/14/24	2-1-301	No Authority to Construct and No Permit to Operate
Oliveira Enterprises Inc.	E5310	Byron	A62564B	2/14/24	2-1-302	No Authority to Construct and No Permit to Operate
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61540A	2/5/24	1-542	Area Concentration Accesses Violation

<b>San Francisco</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Central Concrete Supply Inc.	B2124	San Francisco	A62888A	2/20/24	2-1-307	Permit Requirement/Condition Violation
Mendez Ortiz Construction Inc.	S755725	San Francisco	A62659A	2/27/24	11-2-303.8	Asbestos Violation



<b>San Mateo</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Bristol-Myers Squibb	B4659	Redwood City	A59192A	2/26/24	2-1-307	Permit Requirement/Condition Violation

<b>Santa Clara</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Great America Shell	D0706	Santa Clara	A63131A	2/8/24	2-1-307	Permit Requirement/Condition Violation
International Disposal Corp of CA	A9013	Milpitas	A61890A	2/16/24	8-34-301.1	Landfill Violation
International Disposal Corp of CA	A9013	Milpitas	A61891A	2/23/24	8-34-303	Landfill Violation
International Disposal Corp of CA	A9013	Milpitas	A61891B	2/23/24	10	Code of Federal Regulation Violation
Keith Vong	T755200	San Jose	A63132A	2/13/24	11-2-401.5	Asbestos Violation
Milton Baroer	T754947	Los Gatos	A60944A	2/8/24	5-301	Open Burn Violation
Mission Trail Co.	FA523	Santa Clara	A62910A	2/6/24	8-7-301.1	Gas Dispensing Facility Violation
Mission Trail Co.	FA523	Santa Clara	A62910B	2/6/24	8-7-301.5	Gas Dispensing Facility Violation
Rotten Robbie #67	C9105	San Jose	A63133A	2/29/24	2-1-307	Permit Requirement/Condition Violation

<b>Solano</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Valero Refining Company - California	B2626	Benicia	A62803A	2/7/24	10	Code of Federal Regulation Violation
Valero Refining Company - California	B2626	Benicia	A63216A	2/22/24	1-441	Denied Access to Information Violation

<b>Sonoma</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Sonoma-Marin Area Rail Transit District	S755695	Petaluma	A62479A	2/15/24	5-301	Open Burn Violation

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

There was 1 settlement for \$10,000 or more completed in February 2024.

- 1) On February 22, 2024, the Air District reached a settlement with Civic Center Temporary Housing County of Santa Clara for \$20,000, regarding the allegations contained in the following 4 Notices of Violations:

<b>NOV #</b>	<b>Issuance Date</b>	<b>Occurrence Date</b>	<b>Regulation</b>	<b>Comments from Enforcement</b>
A61584A	8/2/2022	4/1/2021	2-1-307	Permit Requirement/Condition Violation
A61640A	2/27/2023	9/16/2022	2-1-307	Permit Requirement/Condition Violation
A61641A	2/27/2023	9/16/2022	2-1-307	Permit Requirement/Condition Violation
A61642A	2/27/2023	10/31/2022	2-1-301	No Authority to Construct and No Permit to Operate
A61642B	2/27/2023	10/31/2022	2-1-302	No Authority to Construct and No Permit to Operate

**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: April 3, 2024

Re: Quarterly Report of the Executive Office and Division Activities for the Months of  
October 2023 - December 2023

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

None.

DISCUSSION

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

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Aloha de Guzman  
Reviewed by: Vanessa Johnson

ATTACHMENTS:

1. Fourth Quarter Report for the Months of October 2023 - December 2023

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

**Business Office**

The Business Office issued 400 purchase orders and completed 101 contracts. There were four (4) Requests for Proposals/Qualifications issued during this period.

The Business Office is responsible for contracts, purchasing, non-workers compensation risk management, mail and reproduction, and office support services and provides on-board training for new staff that is granted proxy and accessibility to various JD Edwards accounting and finance functions and applications.

**Fleet**

Fleet Services disposed of zero vehicles, acquired two (2) vehicles, and processed four (4) vehicles for body shop repairs and sent 68 vehicles for maintenance. There were 60 vehicle requests, of which 25 were pool vehicles and 29 were Enterprise car rentals. Six (6) cancellations were received.

Fleet currently maintains 120 vehicles: four (4) electric, one (1) hydrogen fuel cell, 81 plug-in hybrids, 11 hybrids, 22 gas, and one (1) diesel.

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

**Facilities**

Facilities received 56 Angus requests and completed 76 ad-hoc projects/tasks (including 83 offices, garages, rooftop equipment sites, trailers and similar).

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

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

**HUMAN RESOURCES OFFICE  
L. BAKER, DIRECTOR**

The Human Resources (HR) Office conducted 13 recruitments including exams for: Air Quality Specialist I/II, Assistant Air Quality Specialist I/II, Assistant Manager, College Intern, Deputy Executive Officer of Equity and Community Programs, Manager, Principal Air Quality Chemist, Senior Staff Specialist, Staff Specialist I/II, Supervising Air Quality Specialist, Temporary Programmer Analyst I/II, and Temporary Staff Attorney. The HR Office offered 45 wellness/fitness classes, and 20 employees utilized individual training courses and educational reimbursements. The HR Office continues to administer benefits, safety/worker's compensation, and labor/employee relations. There were 19 new employees, six (6) promotions, and eight (8) separations from October to December 2023. There are currently 425 regular employees, 11 temporary employees, and 47 budgeted vacant positions.

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

**Enforcement Program**

Air District Staff documented 278 air pollution violations that resulted in Notice of Violations (NOV) and responded to 1015 general air pollution complaints. These activities addressed noncompliance with applicable Federal, State and Air District regulations, and provided a mechanism for the public to voice their concerns about air pollution issues that might be in noncompliance status. Additionally, highlighted enforcement activities for the quarter are as follows:

**Blair Southern Pacific Landfill, Richmond:** On October 10, 2023, staff submitted a draft list of Air District-specific applicable or relevant and appropriate requirements (ARARs) to the California Department of Toxic Substances Control (DTSC) associated with the DTSC-managed site cleanup of the abandoned Blair Southern Pacific Landfill located in Richmond. Under DTSC oversight, the cleanup will attempt to comply with all ARARs identified by Air District staff. At the request of DTSC, Air District staff also provided an Air District organizational chart, and technical and legal Air District-assigned contacts to work with DTSC staff throughout the site cleanup project.

**Gold Bond, Richmond:** On November 2, 2023, staff met with Gold Bond Legal and Management team to discuss a potential Stipulated Order of Abatement to address numerous issues regarding excessive visible emissions and numerous public nuisance violations by Gold Bond. Gold Bond is a facility located in Richmond, CA which manufactures wallboards. Directly North and East of Gold Bond are the Richmond Marina waters and industrial operations. West and South of Gold Bond are residential areas and directly Northwest, there is an elementary school. Gold Bond is in an Overburdened Community and in an Assembly Bill (AB) 617 zone. The past two years, the Air District has conducted fallout plate sampling to determine the extent of gypsum dust traveling beyond the property fence line for compliance purposes. The fallout plate sampling results positive for gypsum for a number of sources of emission which include stockpiles consisting of raw gypsum, and processing of reclaim wallboards, hammer mill, calcining unit where gypsum is heated, and the receiving conveyor, hopper, and dome, where the raw gypsum is initially received via ships. In addition, staff have observed poor facility-wide maintenance at the facility and the lack of capture

and controls that has led to the accumulation of large quantities of gypsum dust on the floors (ankle-deep), piping, equipment, and process, which are caked with gypsum.

On November 6, 2023, staff accompanied the United States Environmental Protection Agency (EPA) during an inspection of the Kirby Canyon landfill in Morgan Hill. A total of ten (10) wells were inspected with six (6) surface leaks documented. Enforcement action was pending the receipt of the EPA inspection log.

On November 7, 2023, staff submitted a draft list of Air District-specific applicable or relevant and appropriate requirements (ARARs) to the California Department of Toxic Substances Control (DTSC) for a forthcoming feasibility study (FS) by the United States Navy associated with potential clean-up remedies for a former Treasure Island landfill (Site 12). The potential remedies for consideration are expected to range from capping to full excavation. Chemical contaminants may include lead, polychlorinated biphenyls, polycyclic aromatic hydrocarbons, and dioxins that were co-located with low-level radioactive objects and localized radium 226 contaminated soil.

On November 7, 2023, the Air District notified Schnitzer Steel Products Co, dba Radius Recycling that it must submit a revised Emissions Minimization Plan (EMP) within 30-days to address violations associated with its August 9-10, fire. The revised EMP was received by the Air District on December 7, 2023.

**Crockett Cogen, Crockett CA:** On November 8, 2023, staff met with the Crockett Cogen power plant owners and environmental management team to discuss non-compliance CEMS and source testing issues with the three boilers and a turbine. Crockett Cogen representative committed to make all necessary changes such that these non-compliance issues will be addressed at the earliest opportunity. Multiple NOV's were to be issued to Crockett Cogen for these non-compliance issues identified by staff.

**Strategic Amendment of Air District Landfill Rule:** On November 8, 2023, staff presented to executive management proposed amendments to the Air District's Landfill Rule, Rule 8-34, to specifically amend the Section 113 limited exemption to address short downtime issues of landfill gas collection and control systems. As a result of the meeting, a multi-division taskforce was formed, consisting of staff from Compliance and Enforcement, Engineering, and Rule Development Divisions, and from the Legal Office, to amend Air District Rule 8-34-113 and pilot a strategic rule amendment process.

**City of Richmond Wastewater Treatment Plant/ Veolia, Richmond:** On December 5, 2023, staff responded to several air quality odor complaints received by the Air District alleging sewage-like odors in the Point Richmond area that were traced to the City of Richmond Wastewater Treatment Plant (WWTP). Air District staff observed that the facility's hydrogen sulfide (H<sub>2</sub>S) fence line monitors registered elevated readings during the noted air quality complaint occurrence times, with a peak reading of 345.8 ppb/5-min average recorded at the facility's South Side monitor at 9:05 am. The Air District issued a Notice of Violation for Public Nuisance to the WWTP on December 5, 2023. On December 6, 2023, the Air District's mobile source test van was mobilized to the Point Richmond area to continue monitoring for elevated H<sub>2</sub>S concentrations.

**City of Richmond Emergency Council Meeting, Richmond:** On December 12, 2023, staff attended an emergency council meeting called by the City of Richmond councilmembers in response to sewage-like odors traced to the City of Richmond Wastewater Treatment Plant (WWTP) on December 5, 2023. The Air District previously issued a Notice of Violation for Public Nuisance to the WWTP for the December 5, 2023, odor event associated with elevated hydrogen sulfide (H<sub>2</sub>S) readings recorded at the facility's North and South H<sub>2</sub>S monitors. Following City of Richmond and Veolia staff presentations of the WWTP and construction activities causing the odor event, Air District executive management provided a summary of the Air District's actions related to, and addressed questions regarding the Air District's response to, the odor event.

### **Compliance Assurance**

Air District Staff conducted over 1,168 inspections of permitted facilities, gasoline dispensing stations, asbestos demolition, and renovation jobs, naturally occurring asbestos (NOA) projects, open burning, portable equipment, backup generator engines (BUG) and mobile sources. Additionally, highlighted inspection activities for the quarter are as follows:

On October 7, 2023, staff conducted a permit investigation of a Martin Marietta site in West Oakland, an AB 617 designated area. The site was a bay sands mining facility in operation since the early 1900's and acquired by Martin Marietta in 2001. Equipment consisted of electric powered conveyors, screens, and other associated equipment. Stockpiled sand was wet and according to facility representatives the moisture content was maintained between 5% - 20%. Staff will periodically visit the facility to ensure moisture content is maintained to meet the permit exemption requirements in Regulation 2, Rule 1 (permits).

On October 25, 2023, staff submitted the third Quarter 2023 Prescribed Burn Report to the California Air Pollution Control Officers Association (CAPCOA) per the CAPCOA Prescribed Burn Reporting and Monitoring Support Grant. From July 1, 2023 – September 30, 2023, there were a total of 500 acres burned from 11 prescribed fires conducted bringing the year-to-date total to 1,530 acres burned.

On November 15, 2023, staff attended the Bayview Hunters Point (BVHP) Environmental Justice Taskforce meeting chaired by BVHP community organizer Kamillah Ealom. Bayview Hunters Point is a designated AB 617 area. Staff provided an update on odor complaint investigations related to Darling Ingredients, a local rendering facility. Other agencies attending included CalEPA, the California Air Resources Board (CARB), and the San Francisco Public Utilities Committee.

Staff approved two (2) Asbestos Dust Mitigation Plans (ADMP): 1) RIN# 0264: Stack Infrastructure SVY Campus, 2) RIN #0265: Tamien Station Affordable Housing, and three (3) ADMP Amendment Requests: 1) RIN #0219: Oyster Point Boulevard – Amendment #1, 2) RIN #0206: 900 Innes Avenue – Amendment #1, 3) RIN #0264: Stack Infrastructure SVY Campus – Amendment #1. These naturally occurring asbestos (NOA) projects are required to perform asbestos ambient perimeter air monitoring and submit results to the Air District on a bi-weekly basis.



## **Compliance Assistance and Operations Program**

**AB 617 Program:** On December 6, 2023, staff participated in the West Oakland End-of-the-Year Community Steering Committee meeting. Attendees included representatives from various Air District departments, encompassing C&E, M&M, AIM, Community Engagement, Rules, and the Executive Office. The gathering served as an occasion for CSC members and Air District staff to commemorate the advancements achieved since the inception of the West Oakland Community Action Plan (WOCAP): "Owning Our Air." During the event, staff facilitated informational tables to present the strategies collaboratively formulated with community members. Staff also presented information addressing community concerns regarding the fire at Schnitzer Steel and the actions taken by the Air District which included three (3) notices of violation and the requirement to update their EMP with additional fire prevention measures.

On December 14, 2023, staff provided a presentation to the AB617 East Oakland CSC to highlight the enforcement activities in the E. Oakland area and the data trends from the past three (3) years. Staff presented data which focused on compliance inspections, air quality complaints, and violations to provide an overview of compliance in East Oakland to encourage further discussion and feedback from the community about sources of concern. Staff also discussed examples of potential enforcement strategies that may be implemented in the CERP development process.

Air District Staff received and evaluated over 1,132 plans, petitions, and notifications required by the asbestos, NOA, coatings, open burn, tank, and flare regulations. Staff received and responded to over 69 compliance assistance inquiries and green business review requests. Highlighted compliance assistance activities for the quarter also included the following:

Air District staff approved 23 prescribed burn smoke management plans in Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano, and Sonoma County.

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

Air District staff conducted the following inspections for the Strategic Incentives Division (SID): 24 engines.

**ENGINEERING DIVISION  
P. LEONG, DIRECTOR**

**Health Risk Assessments (HRA) Statistics**

**For Permit Applications:** During the quarter, staff received 51 HRA requests and completed 56 HRAs for permit applications. Staff reduced the backlog of HRA requests waiting for completion to 68.

**Regulation 11, Rule 18:** On October 3, 2023, staff from Engineering, Rule Development and Legal conducted a virtual meet-and-confer with Communities for a Better Environment (CBE) to increase transparency and community participation in evaluating industrial health risk. This meeting met one of the requirements of the Air District's settlement agreement with CBE.

During the meeting, CBE made three requests/comments:

- 1) Requested that the Air District add short-term corrective actions such as including interim risk reduction measures during the first and second years of implementation (in addition to the five-year compliance date specified in the rule),
- 2) expressed interest in understanding the typical timeframe from completion of a site wide HRA to development of a Risk Reduction Plan (RRP), and
- 3) expressed concern about the reliability of self-reported data by the facility and was worried that data is not verified by the Air District.

Staff addressed and verbally discussed all three items during the meeting.

On October 17, 2023, staff from Engineering, Rule Development and Legal conducted a virtual meet-and-confer with Communities for a Better Environment (CBE). This meeting was the second meet-and-confer meeting with CBE regarding Rule 11-18 implementation procedures.

On November 1, 2023, the Air District posted updated implementation documents including a draft process overview<sup>[1]</sup> and a draft processing order<sup>[2]</sup> for Phase I facilities. Staff are working on additional updates to the Phase I and Phase II facility lists, implementation plan, and a public notice for a workshop to be held in the first quarter of 2024.

On December 29, 2023, the Air District posted updates to the Facility Risk Reduction and Facility Lists web pages that included: a Workshop notice regarding draft revisions to the Rule 11-18 Implementation Procedures and a Concept Paper on proposed amendments to Rule 11-18, the draft Rule 11-18 Implementation Procedures, and updated lists of Phase I and Phase II facilities that will require health risk assessments. For Phase I facilities, the Air District identified all facilities added to or removed from the Phase I list, the order in which risk assessments will be conducted for Phase I facilities, and data to clarify these decisions. These posts meet the requirements of a Settlement Agreement regarding Rule 11-18.

On February 15, 2024, 6:00 PM – 8:00 PM, the Air District will conduct a virtual workshop on a concept paper for proposed amendments to Regulation 11, Rule 18 Reduction of Risk from Air Toxic Emissions at Existing Facilities, and draft Rule 11-18 Implementation Procedures.

## **Permits and Projects**

**H Cycle Pittsburg Renewable Hydrogen Project:** On April 7, 2023, the City of Pittsburg (City), as lead agency under the California Environmental Quality Act (CEQA), issued a Notice of Preparation (NOP) of an Environmental Impact Report (EIR) for the H Cycle Pittsburg Renewable Hydrogen Project, in accordance with Section 15082 of the State CEQA Guidelines (SCH Number 2023040173). As indicated in the NOP, H Cycle (HC) (Contra Costa), LLC, is proposing to construct and operate a renewable hydrogen facility in the City of Pittsburg that would use sorted waste materials as feedstock in a non-combustion thermal conversion process (Project). The NOP response period ended on May 10, and a Scoping Summary was prepared. Since issuing the NOP, HC (Contra Costa), LLC, has selected an alternative Project Site/Study Area for the proposed Project. On September 14, 2023, the city released a revised NOP that provides information related to the new Project Study Area and restarted a 30-day public scoping period with the new Project information. Staff participated in a Zoom scoping meeting on October 11, 2023, and plans to review and comment on the EIR when it becomes available. On January 22, 2024, the City of Pittsburg distributed a Notice of Availability of an EIR for this project.

**Tesoro Refining & Marketing Company LLC, Contra Costa County:** The 30-day public comment period for the proposed Title V renewal permit ended on August 28, 2023, and the 45-day EPA review period ended on September 22, 2023. The Air District did not receive any comments on the proposed permit from the applicant, EPA, ARB, or the public. The Title V renewal permit was issued on September 29, 2023.

**Tesla, Inc. (Fremont):** Staff testified in a hearing before the Hearing Board on October 3, 2023. Tesla had appealed to the Air District's denial of a permit application that requested a change in permit conditions to not to abate emissions from coating activities within their South Paint Shop Body Line at all times of operation. The application was denied for failure to meet Best Available Control Technology for organic compounds and Best Available Control Technology for Toxics. The Hearing Board denied Tesla's appeal.

Tesla applied for a change in permit conditions to not abate emissions from coating activities within their North Paint Shop Body Line at all times of operation. The application was cancelled on December 15, 2023, for failure to complete the application by submitting payment for application fees.

**Turk Island Landfill Replacement Flare (Union City):** Engineering staff issued an Authority to Construct for the replacement flare at the Turk Island Landfill, which is subject to a Compliance Enforcement Agreement requiring upgrades of the gas collection system and replacement of the existing flare, which has not been operating consistently.

**Potrero Hills Landfill Expansion Project (Suisun):** Previous Engineering staff now with Compliance and Enforcement finalized a revised Health Risk Assessment request for the landfill expansion project. Engineering staff reviewed, discussed Prevention of Significant Deterioration modeling procedures, and forwarded the HRA request for modeling.

**Newby Island Landfill Violation Notices and Settlement (Milpitas):** Engineering staff provided emission estimates to assist in developing a settlement offer for violation notices and provided updates on projects affecting which notices should not be settled.

**South Bay Odor Study Group (SBOSG):** Engineering staff attended the quarterly SBOSG meeting to discuss the odor complaints in the south bay, the compliance status of the Newby Island Landfill, questions about permitting efforts, and the status of the Air District's South Bay Odor Attribution Study.

**Berkeley Landfill Variance Request and Draft Abatement Order:** The parties agreed to, and the Hearing Board ordered, a continuance of the Berkeley Landfill Hearing to January 23, 2024. Berkeley complained they had been given only 7 days' notice, rather than the statutorily provided 10 days formal notice that the hearing on the Air District's Abatement Order would be on the same date (December 5, 2023) as the hearing on Berkeley's Regular Variance. Both cases were heard on January 23. The hearing will continue on February 6, 2024.

**West Contra Costa Sanitary Landfill (Richmond):** On November 2, 2023, staff met with West Contra Costa Sanitary Landfill to discuss issues with several applications, HRAs, and their Title V permit and steps to move forward.

**State Landfill Methane Rule (LMR) Revisions:** Engineering and Compliance and Enforcement staff met with the California Air Resources Board (CARB) staff to discuss our comments on the proposed revisions to the LMR and answer CARB's questions and inquiries about landfill compliance.

**Terra Pacific Group (Napa):** Terra Pacific Group, on behalf of Pacific Gas & Electric Company, applied for a complex soil remediation permit for a former manufactured gas plant in Napa. This remediation operation includes excavation, storage piles, a batch plant, and the use of five diesel engines. A health risk assessment was conducted and an Authority to Construct was issued on October 2, 2023.

**Martin Marrietta (Pier 92 and Pier 94 Operations in Bayview / Hunters Point):** On October 30, 2023, staff met with Martin Marietta to discuss plans for the site. The proposal includes paving internal truck route areas, rumble strips and a tire wash area, overhead misters for loaded trucks, and new covered conveyors with water sprays. The facility is also proposing to move a public easement area from the middle of their operations to the southern end of the property, a possible CEQA issue. The tentative timeline for submitting a final proposal to the Air District is February 2024.

**Recology Inc. (Pier 94 in Bayview / Hunters Point):** Recology's Pier 94 site was closed in November 2023. The Air District confirmed that all stockpiled materials were removed and that Recology has fully vacated the site.

**Cupertino - Lehigh Southwest Cement Company:** On November 14, 2023, the Air District issued Certificates of Deposit for Emission Reduction Credits (ERCs) that resulted from Lehigh Southwest Cement Company's shutdown of their pre-calcining kiln, clinker cooler, and mills. Because the anticipated ERCs to be issued were greater than 40 tons per year of any pollutant, regulations required a public notice and 30-day comment period. Staff published a notice in the San Jose Mercury News

on August 5, 2023, and in the Cupertino Courier on August 4, 2023. A copy of the notice was sent to Supervisor Simitian's Office for distribution to interested parties that attend his annual Lehigh Public Meeting. A Notice was posted on the Air District's website and distributed via e-blast to the Air District's Lehigh interested parties list. The Air District received one comment from the Director and Associate Professor of Golden Gate University School of Law's Environmental Law and Justice Clinic. The commentor was unclear whether the emission reductions qualified for banking under the Clean Air Act and District Regulation 2, Rule 4 and questioned whether the emissions reductions were surplus or whether emissions were likely to increase in other parts of the Air District due to the continued demand or cement. Staff responded to the commentor via email to: 1) clarify that the emission reduction credits that Lehigh seeks to bank are surplus; 2) explain that it is highly unlikely that the cement production from the shutdown of the Lehigh cement kiln will merely shift to other sources within the Bay Area, with little or no decrease in emissions basin-wide; and 3) inform the commentor that cement production and concrete production are different activities.

**Performance Audit:** On December 15, 2023, the Air District received the final draft report of the Performance Audit of the Engineering Division from the management auditor, Sjoberk Evashenk Consulting, Inc.

On December 20, 2023, the Finance and Administration Committee received a presentation by George Skiles of Sjoberk Evashenk Consulting, Inc. on key findings from the audit, which include Timeliness and Backlog, Tracking of Information, Factors Impacting the Ability to Meet Workload Demands, and Fee Recovery. The Air District followed the presentation with an update on current initiatives for continuous improvement and the corrective action strategy for improvement that tie-in to the Air District's strategic plan. The Committee directed the Executive Officer to prepare an action plan to address the Audit Report's recommendations to be presented to the Finance and Administration Committee for approval within 90 days.

**Production System:** Full transition into the Production System was implemented the first week of October 2023. About 3,700 remaining facilities are now managed in the Production System. Preparation included but not limited to data validation & clean-up, design, review of emission & fees, user acceptance testing, training, and identifying post-transition work. Staff continue to train on the transition, create reports, and document procedures. Because some functionality was cutover as a minimum viable product, interim procedures were implemented and requests for future development were put into the backlog. Prioritization of development should increase in the first quarter of 2024.

**California Air Pollution Control Officers Association (CAPCOA):** On October 10, 2023, staff participated in the CARB Best Available Control Technology/Best Available Retrofit Control Technology Workgroup meeting. At the meeting, CARB discussed its final draft of the Community Air Protection Program Blueprint 2.0, which was out for public comment and was considered for adoption by the CARB at its October 26, 2023, meeting. CARB also led discussions on cannabis, calciners, charbroiling BACT/BARCT determinations and gave an update on its Technology Clearinghouse, which is required under AB 617.

On October 23, 2023, staff attended the CAPCOA Engineering Managers Committee meeting. At the meeting, EPA and CARB gave updates on their regulatory, rulemaking, and organizational activities.

The air toxics emissions factors tables/clearinghouse and autobody shop industry-wide guidelines were discussed.

On October 24, 2023, and October 25, 2023, staff attended the CAPCOA Hybrid Engineering and Toxics Symposium, which was being held at the South Coast Air Quality Management District's office in Diamond Bar, CA. The Air District staff made three presentations at the Symposium; (1) Air District Tier 4 diesel engine source testing, (2) Air District methodology for evaluating health impacts of undifferentiated PM<sub>2.5</sub>, and (3) Air District implementation of the CARB emissions inventory regulations. Other topics presented included: South Coast AQMD's ethylene oxide sterilizer update, San Diego County APCD's welding update, a diesel engine risk guidance tool, and an EPA Region 9 update on Municipal Solid Waste Landfill regulations for California sources.

### **Rule Development and Implementation**

**Regulation 6, Rule 5 – Particulate Emissions from Refinery Fluidized Catalytic Cracking Units:** Staff provided technical support in response to two lawsuits filed by two petroleum refineries.

**Regulation 8, Rule 18 – Equipment Leaks:** Staff provided Rule Development proposed rule revision language, emission estimates and cost analysis calculations, and a comprehensive document outlining the basis for suggested proposed changes. Staff continue to participate as a member of the internal working group.

**Fugitive Dust Rule Development Workgroup:** Engineering staff met with the workgroup to discuss possible revisions to Regulation 2-1 regarding the permit exemption in Section 2-1-115 for stockpiles that contain a 5% moisture content. Engineering provided comments on the revisions proposed by Rule Development to Rules 6-1 and 6-6.

**PM Health Methodology:** On October 19, 2023, Engineering staff met with Assessment, Inventory, and Modeling and Rule Development to discuss potential policy approaches for incorporating a health based PM<sub>2.5</sub> assessment methodology into Air District regulations and permitting requirements.

[1] [https://www.baaqmd.gov/~media/files/ab617-community-health/facility-risk-reduction/hra-facilities/risk-reduction-process-pdf.pdf?sc\\_lang=en](https://www.baaqmd.gov/~media/files/ab617-community-health/facility-risk-reduction/hra-facilities/risk-reduction-process-pdf.pdf?sc_lang=en)

[2] <https://www.baaqmd.gov/~media/files/ab617-community-health/facility-risk-reduction/hra-facilities/phase-i-facility-ranking-draft-oct-2023-pdf.pdf>

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

The District Counsel's Office received 164 violations reflected in Notices of Violation (NOVs) for processing.

Mutual Settlement Program staff-initiated settlement discussions regarding civil penalties or passing the Wood Smoke Awareness Course for 51 violations reflected in NOVs. In addition, Zero Final 30 Day Letter(s) was/were sent regarding civil penalties for Zero violation(s). Finally, settlement negotiations resulted in collection of \$112,250 in civil penalties for 80 NOVs. Zero NOVs were settled by passing the Wood Smoke Awareness Course with \$0.

Counsel in the District Counsel's Office initiated settlement discussions regarding civil penalties for 89 violation(s). Settlement negotiations by counsel resulted in collection of \$1,356,500 in civil penalties for 18 violation(s).

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

**Media Inquiries**

Staff responded to 64 media inquiries, including requests about:

- 11/24/22 Martinez Refining Company spent catalyst
- 72-hour report that Chevron is required to file
- Air quality in schools
- Bayview Vehicle Triage Center permit
- Berkeley natural gas ban
- Chevron aviation fuel
- Chevron flaring
- Chevron NOVs
- Chevron odor issue
- Chevron/PBF lawsuit
- Coke dust release
- Flaring at the PG&E facility in Concord
- Lafayette lawn mowers
- Marathon refinery fire
- Martin Marietta
- Martinez Refining Company
- Martinez Refining Company enforcement action with Contra Costa District Attorney's Office
- Martinez Refining Company flaring
- Martinez Refining Company statement
- Oakland monitoring
- Port emissions and at-berth rule

- Prescribed burn smoke impacts
- Public records request
- Refinery fenceline monitoring plans
- Refinery flaring trends
- Regional Asthma Management and Prevention (RAMP) membership
- Smoke smell in SF
- Spare the Air
- Tri-Valley air quality
- Tri-Valley Air Quality Climate Alliance
- Veolia and Richmond City Council Meeting
- Web-like debris

### **Press Releases**

- 12/28/2023 [Air District asks public to not burn wood through the New Year's holiday](#)
- 12/26/2023 [Bay Area Air District statement on MRC](#)
- 12/25/2023 [Spare the Air Alert issued for Tuesday due to wood smoke pollution](#)
- 12/24/2023 [Air District asks public to not burn wood over the Christmas holiday](#)
- 12/21/2023 [Air District fines Vulcan Materials Co. \\$228,000 for air quality violations](#)
- 12/15/2023 [Spare the Air Alert extended through Sunday due to wood smoke pollution](#)
- 12/14/2023 [Spare the Air Alert issued for Friday due to wood smoke pollution](#)
- 12/13/2023 [Air District and community partners release draft plan to improve air quality in Richmond-North Richmond-San Pablo](#)
- 12/05/2023 [Air District and MTC launch improved Commuter Benefits Program website for Bay Area employers](#)
- 11/22/2023 [Air District asks public to not burn wood over Thanksgiving holiday](#)
- 11/16/2023 [Joint Civil Enforcement Action Announced Against Martinez Refining Company](#)
- 10/23/2023 [Air District rejects Fenceline Air Monitoring Plans for all five Bay Area refineries](#)
- 10/18/2023 [Air District issues Spare the Air Alert for smog for Thursday](#)
- 10/03/2023 [Air District forges agreement with Martin Marietta to close Pier 94, pursues Pier 92 abatement order in Bayview Hunters Point](#)
- 10/02/2023 [California Clean Air Day returns to the Bay Area on October 4](#)

### **Media Highlights**

The Air District was mentioned in 1,450 print/online stories and 505 radio/video clips from October through December 2023. Below are media coverage highlights:

- 12/30/2023 [Air quality district hopes public resolves not to light wood fires over New Year's weekend](#)
- 12/25/2023 [Spare the Air Alert issued for Tuesday as Bay Area braces for unhealthy conditions](#)
- 12/25/2023 [Air District Asks Bay Area Residents Not To Burn Wood Over Christmas](#)
- 12/25/2023 [Air district announces \\$228,000 fine for facility in Pleasanton](#)
- 12/15/2023 [Spare the Air alert extended as Bay Area air quality reaches unhealthy levels](#)
- 12/14/2023 [Bay Area air quality: First Spare the Air alert of the winter issued](#)
- 12/13/2023 [Air district releases draft plan to reduce East Bay emissions](#)



12/10/2023 [Public nuisance violation issued to Richmond Chevron Refinery during odor inspection, officials say](#)  
11/30/2023 [Martinez refinery issued a violation notice for 'public nuisance'](#)  
11/29/2023 [Air District issues 4 violation notices to Chevron after flaring in Richmond](#)  
11/28/2023 [100 complaints logged over flaring at Chevron Richmond refinery, air quality district investigating](#)  
11/16/2023 [Contra Costa DA, Air District announce joint action against Martinez refinery](#)  
10/23/2023 [Air District rejects air monitoring plans from all Bay Area refineries](#)  
10/18/2023 [Bay Area air quality: Spare the Air alert issued as heat wave intensifies](#)  
10/09/2023 [Industrial operations near SF's Bayview-Hunters Point cited by Air Quality Board](#)  
10/03/2023 [Air Quality District Invites Bay Area Residents To Join Clean Air Day On Wednesday](#)

### **Public Inquiries**

Phone: 136 public calls

### **Events**

- Bike the Bridges on 10/7/23 in Benicia.
- Day on the Bay on 10/14/23 in Alviso.
- Biketoberfest 2023 on 10/14/23 in Marin.
- Half Moon Bay Pumpkin Festival on 10/14/23 – 10/15/23 in Half Moon Bay.
- Sunday Streets Excelsior on 10/15/23 in San Francisco.
- Diwali Festival of Lights on 10/28/23 in Fremont.
- Christmas in the Park on 11/24/23 – 1/1/24 in Santa Clara.

## **Spare the Air**

- Media Relations/Public Outreach
  - Developed integrated plan for winter Spare the Air program FY 23-24.
  - Organized community and door-to-door outreach.
  - Developed summer end of campaign report.
- Advertising
  - Coordinated winter paid media campaign.
- Social Media
  - Developed integrated plan for winter Spare the Air program FY 23-24.
  - Developed and posted social media content.
- Employer Program
  - Reviewed last Employer Program survey (2011) findings, shared by True North.
  - Debrief with Workplace Center of Excellence, reviewing 2010 EP survey and possible next steps.
  - Met on 12/8/23 with new Employer Program lead to discuss next steps.
  - Worked with True North Research on employer survey.
  - Began reviewing sign-up form to propose edits for higher likelihood of registration.
  - Edited copy for the Employer Program sign-up form.
  - Call scheduled with True North on 1/3/24 to discuss employer survey design.

## **Spare the Air Social Media**

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

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

In this quarter, Spare the Air social media follower numbers decreased to 13,475 (-362) on Facebook, increased to 14,882 (+39) on Twitter, increased to 2,116 (+33) on Instagram, and remained at 298 (+0) on Pinterest.

## **Air District Social Media**

- Campaigns
  - Promoted National Drive Electric Week 9/22/23 – 10/1/23.
- Staff continued to run social posts daily including:
  - Air quality forecasts: daily, one-day or two-day forecasts.
  - Shared:
    - 68th anniversary post
    - Acterra EV events and grant for air filter distribution in East San Jose
    - Air quality data sources

- Air quality trends from the EPA
- AirNow app
- ALA clean air choices reel
- Alternatives to holiday wood burning
- Board members and staff visit to Washington, D.C.
- C&E inspection of a landfill
- Cal Fire CZU prescribed burn
- Cal Recycle video on composting food scraps to fight climate change
- California Clean Air Day
- CARB health effects of air pollution video
- Chevron flaring, odor updates
- Clean Cars for All
- Clean School Bus Program application opening
- Clean Vehicle Assistance Program
- Coalition for Clean Air's All About Air Quality Bootcamp
- Coke dust release at Martinez Refining Company and updates from Contra Costa Health
- Electric for All campaign and EV events
- Encouraging residents not to burn wood over the holidays
- Energy efficiency tips
- EPA environmental and climate justice grants
- Fenceline air monitoring plan rejections
- Fleet Week transit options
- Gas vs electric leaf blower emissions
- Green Light Auto and MCE
- Heat pump incentives from Switch Is On
- Job openings
- Martin Marietta site closing at Pier 94 and upcoming Hearing Board proceeding seeking additional abatement order
- Martinez sulfur odors from MRC and incident report
- MRC statement, flaring updates, grass fire, NOVs and incident report
- MUNI App article
- National Drive Electric Week
- Path to Clean Air draft plan and comment period announcement
- Point Richmond area odors
- Prescribed burn near Novato
- Recycling pumpkins after Halloween to divert waste from landfills
- San Ramon Summer Bike Challenge
- SEI People and Planet Challenge
- Spare the Air Alert
- Staff spotlight on Anna Lee, Kelly Malinowski, Poornima Dixit
- Switch Is On home & holiday electrification messaging
- Tips for reporting an air quality complaint
- Transit Month
- Tribute to Senator Feinstein
- Video on PM<sub>2.5</sub> and health effects
- Vulcan Materials penalty announcement

In this quarter, Air District social media follower numbers increased to 5,791 (+75) on Facebook, increased to 22,655 (+118) on Twitter, increased to 2,850 (+79) on Instagram, and increased to 3,442 (+72) on LinkedIn.

## **Other**

### Video

- Completed CAC video.
- Completed mask video.
- Workforce development training video – in progress.
- Richmond AB 617 – in progress.
- Exec video – in progress.
- Working on short, vertical social media videos.

### Publications

- Published November Air Currents.

### Staff Development

- Staff attended Teams phone training sessions.
- Communications Strategic Plan Kickoff Meeting was held on 11/1/23.
- Exec Media Training on 1/24/24 and 1/25/24.

### Air District branding project

- Survey results review meeting on 10/3/23.
- Logo presentation meeting on 11/16/23.
- Revised logo presentation on 12/13/23.
- Presentation meeting with WTC/Exec mid-Jan.

### Annual Report

- Design presentation on 10/3/23.
- Design review meeting with Exec on 10/13/23.

### Photography

- Remote workers – complete.
- DEO headshots – complete.
- Board members
- M&M field staff – Pon/Source Test on 1/11/24.
- C&E field staff – shoot at power plant; Leif confirming with facility for 10/26/23 or 10/27/23.
- Clean Air Centers – West Oakland DeFremery rec center on 1/10/24.
- AB 617 community projects
  - BVHP event 9/23/23 – complete.
  - CE following up with Richmond co-leads on possible video.
- SID projects – awaiting contacts.
- Emeryville shoreline – Sharon scoping location.

- Charging infrastructure for on-road equipment – awaiting contacts for trucks/buses.
- Clean Cars for All recipients – complete.
- 12/6/23 WOCAP event at West Oakland Defremery rec center.
- Aerial drone photos of AB 617 areas – to be completed by 12/31/23.
- Bike East Bay youth event/JCS grantee on 12/13/23 (tent.).
- BVHP meeting on 1/16/23.

#### Graphics

- Climate Tech banner – complete.
- East Oakland flyer translations – complete.
- Complaint process infographic – complete.
- Appliance rule FAQ – complete.

#### Web Updates

- E-blasts
  - Agenda Highlights for 10/18/23 CEHJ and FAC meetings – 10/16/23.
  - VW Program webinar – 10/18/23.
  - Building Appliances IWG Meeting – 10/24/23.
  - Rule 8-8 Hearing – 10/24/23.
  - Clean Cars for All 12/12 Webinar – 11/14/23.
  - BARCAP 11/12 Webinar – 11/9/23.
  - EV Coordinating Council webinar – 12/11/23.
  - Richmond PTCA CERP scheduled – 12/13/23.
- Tested the new Incident Response Public Notification Tool.
- County Program Manager Fund pages updates – renaming program to TFCA 40 Percent Fund.
- EV Coordinating Council page extensive updates.
- New Penalty and Settlement page published.
- New Community Advisory Council sub-page updates published with foundational documents.
- Bay Area Regional Climate Action Plan page – made extensive updates.
- Air District Leadership page – posted Viet Tran bio, removed Veronica Eady; added Meredith Bauer bio.
- Spare the Air Resource Teams – removed reference sentences from What You Can Do and FAQ pages.
- Emissions Inventory page updates/restructure continuing – scheduled for January.
- Ongoing Grants, AB 617 and Board Meeting material postings.
- Ongoing Current AQ site monitoring and station flag maintenance.
- Flex Your Commute page updates continuing.
- Wood Chipping Program closing page updates published.
- East Oakland page updates.
- Fenceline Monitoring Plan Disapprovals.
- New Transit Vehicles page – published.
- Hearing Board restructure to add alternate members beginning – published.
- Home page redesign in progress.

- Spare the Air Winter Season web banner/graphics cutover on baaqmd.gov took place 11/1/23.
- Environmental Justice website starting work.
- Community Monitoring in East Oakland page – awaiting approval.
- AB 617 Richmond PTCA CERP web updates/posting – complete.
- Carl Moyer Program, etc. – finalized and published updates to nine (9) webpages relating to this solicitation opening on 11/28/23.
- Flare Minimization Plan page plan updates and comment period – awaiting final plan update and approval.

#### Miscellaneous

- Air District overview PowerPoint template – complete.
- John Bauters Proclamation – complete.
- Myrna Melgar Proclamation – complete.
- Worked with Innoppl on STA app; drafted mobile app RFP.
- CCFA banner update – complete.
- Volunteer Program t-shirt design – complete.
- Reviewed RFP submissions and scheduled interviews for Advertising, Communications and Survey Research Services for Spare the Air Program.

<p><b>PLANNING AND CLIMATE PROTECTION DIVISION</b>  <b>W. GOODFRIEND, DIRECTOR</b></p>
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#### Project Completions

Staff reviewed and submitted written comments to the Port of Oakland on the Oakland Harbor Turning Basins Widening Project Draft Environmental Impact Report (DEIR). The Project proposes to increase the width of the Port of Oakland's two existing turning basins and impacts nearby communities, including West Oakland.

Staff reviewed the Rodeo Renewed Project Draft Revised Environmental Impact Report (DREIR). The Project is located in Contra Costa County, in the community of Rodeo. Staff prepared a comment letter in response to the DREIR and submitted this to the lead agency (Contra Costa County) on December 8, 2023.

Staff submitted the recently amended Building Appliance Regulations (Regulation 9: Inorganic Gaseous Pollutants, Rule 4: Nitrogen Oxides from Fan Type Central Furnaces and Rule 6: Nitrogen Oxides Emissions from Natural Gas-Fired Boilers and Water Heaters) to the California Air Resources Board for inclusion in the State Implementation Plan (SIP) on October 16, 2023.

#### Update on Significant Ongoing Projects

Staff working on the Bay Area Regional Climate Action Planning (BARCAP) hosted multiple stakeholders working sessions to develop priority measures for the Priority Climate Action Plan (PCAP). Sessions included approximately 50 stakeholders from local government, regional agencies, non-profits, community organizations and subject matter experts. Two high-priority

measures, one focused on building electrification and one on trip reduction/mobility hubs, were identified for inclusion in the PCAP. Staff convened meetings to discuss potential PCAP measure implementation coalitions with ABAG/BayREN, MTC, Santa Clara County and others.

Building Appliance Standards Implementation Work Group (IWG) staff presented to the Community Advisory Council (CAC) at the November 30, 2024, meeting. CAC members expressing interest will be joining the IWG Equity Subcommittee. Staff met with the Bay Area Clean Air (BACA) coalition to discuss IWG communications and potential future partnerships. A contract with BW Research Partnership was executed for work focused on analyzing heat pump contractor availability, training, and workforce development.

### **Other Significant Program Updates**

Staff participated in CARB's Building Readiness and Emissions Modeling Technical Feedback session for CARB's proposed Zero Emission Appliance Standard.

Staff met with TECH Clean California to investigate incorporating messaging on amendments to Rules 9-4 and 9-6 into outreach to ethnic media (Telemundo, Univision and KTSF) on heat pump incentives.

Staff working on the Bay Area Healthy Homes Initiative (BAHHI) requested the funding agency, the California State Attorney General's Office, extend the timeline to the end of 2024 and allow shifting funds between budget categories due to challenges encountered during implementation of the pilot project.

Staff gave a presentation on Carbon Dioxide Removal/Carbon Capture and Storage to an atmospheric chemistry group at the California Institute of Technology.

Staff gave a brief presentation about the Air District to an atmospheric chemistry group at the University of Edinburgh, including summarizing CH<sub>4</sub> emissions research and discussing the Bay Area Healthy Homes Initiative.

<b>ASSESSMENT, INVENTORY, AND MODELING</b> <b>S. BAI, DIRECTOR</b>
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### **Community Protection Program (AB 617) Support**

Staff created slides on the District's AB 617 work for presentation at the AWMA Environmental Justice conference on October 23; staff helped prepare a draft document outlining a starting scope for technical assessments in AB 617 communities; staff also participated in a meeting with Dr. Julian Marshall from the University of Washington and Dr. Josh Apte from UC Berkeley on meeting EJ goals in the Bay Area.

- For the West Oakland community, staff participated in the in-person CSC meeting; staff met with the Caltrans staff to discuss the delay of the Caltrans-sponsored Interstate 580 truck access study; staff also attended a remote meeting with CARB staff on the upcoming 5-year community emissions inventory update.
- For the PTCA Community in Richmond-North Richmond-San Pablo, staff updated Chapter 5 (Air Quality Overview) and Appendix C (Supplemental Technical Information) of the PTCA Community Emission Reduction Plan (CERP).
- For East Oakland, staff reviewed problem statements drafted for the AB&I and Sterling facilities and participated in an internal meeting about the draft problem statements.
- For the Bay View Hunters Point/Southeast San Francisco, staff continued work to develop local inventory for permitted facilities and marine sources.

### **Particulate Matter Strategy Development Support**

Staff worked with the Meteorology & Measurement, Strategic Incentives, and Rule Development to compile draft slides and delivered a presentation on woodsmoke impacts and mitigation for the November 8 Stationary Source and Climate Impacts Committee meeting. Staff participated in several meetings with staff from Rule Development to discuss an upcoming white paper on woodsmoke emissions and regulations. Staff conducted annual CMAQ simulation with a revised spatial distribution of woodstove emissions and examined primary versus secondary PM<sub>2.5</sub> and local versus regional contributions based on the base case CMAQ modeling scenario; Staff also ran EPA’s Environmental Benefits Mapping and Analysis Program (BenMAP) to assess the health impact associated with total, primary and secondary PM<sub>2.5</sub> due to woodsmoke emissions using the latest emissions inventory. Staff participated in a meeting with the Association of Bay Area Health Officials (ABAHO) to discuss potential health impacts from residential wood combustion in the Bay Area. Staff also conducted a high-level literature review of ultrafine particulate matter emissions from aircraft operations and prepared a technical memo to summarize findings.

### **Emissions Inventory Development, Update, and Reporting**

Staff delivered a presentation on regional emissions inventory update to the Board of Directors meeting in November; staff developed a technical memo with a proposed release plan for the regional inventory work products, including the summary report, PowerBI lookup tool, methodology documentation, and updated webpage. Staff continued work to update the greenhouse gas (GHG) emissions inventory to support the Air District’s EPA Climate Pollution Reduction Grant (CPRG) application. Staff completed the final 2022 emissions dataset for permitted facilities and submitted the data files to CARB under the California Emissions Inventory Development and Reporting System (CEIDARS), Criteria and Toxics Emissions Reporting (CTR), and AB2588 “Hot Spots” programs.



## **Regional Modeling**

Staff continued working on improvements to the Community Multiscale Air Quality (CMAQ) photochemical model, including the preparation of inputs for the 2022 modeling platform, the Whole Atmosphere Community Climate Model (WACCM) boundary conditions, inline sea salt emission algorithm, and gas-phase chemistry apportionment algorithm. Staff continued working on the Weather Research and Forecasting Model (WRF) evaluation and testing, using meteorological data from several online databases and the Model Evaluation Tools (METplus).

## **Data Requests and Ad Hoc Technical Assessments**

Staff addressed a public record request for historical and recent emissions from the Martinez Refinery Company. Staff reviewed the proposed changes in the AERMET and AERMOD software as outlined in the Notice of Proposed Rulemaking (NPRM) to revise Appendix W to CFR 40 Part 51, Guideline on Air Quality Models. Staff drafted an off-site backup plan for critical modeling data and tested off-site backup archiving software. Staff also processed August through November 2023 one-minute local airport meteorological data into hourly averages and subsequently uploaded the data into the Air District's data management system database (DMS).

## **Meetings, Workshops, and Trainings**

Staff attended the 22<sup>nd</sup> Annual Community Modeling and Analysis System (CMAS) Conference in Chapel Hill, NC.

Staff attended the 2023 NGI Symposium, hosted by the Stanford Natural Gas Initiative in collaboration with the Methane Emissions Technology Alliance and the Net Zero Infrastructure Partnership.

Staff participated in a CARB workshop on zero emissions appliances on December 15, 2023.

Staff attended the 2023 Engineering and Toxics Symposium hosted by the California Air Pollution Control Officers Association (CAPCOA) and presented the Air District's proposed PM<sub>2.5</sub> local risk methodology.

Staff participated in the 2023 Coordinating Research Council (CRC) Atmospheric Impact Committee (AIC) meeting.

Staff attended the NASA Applied Remote Sensing Training (ARSET) webinar on Satellite Data for Air Quality Environmental Justice and Equity Applications.

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

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

Regulation 8: Organic Compounds, Rule 8: Wastewater Collection and Separation Systems (Rule 8-8) was selected as one of the six high-priority rule development projects in the AB 617 Expedited Best Available Retrofit Control Technology (BARCT) Implementation Schedule for high emissions of volatile organic compounds per year based on the Air District's emissions inventory.

A Public Hearing was held at the Air District Headquarters' Board Room, 375 Beale Street in San Francisco, on Wednesday December 20, 2023, at 9:00am, where the Board adopted the proposed amendments to Rule 8-8, and adopted a Negative Declaration pursuant to the California Environmental Quality Act (CEQA) for proposed amendments to Rule 8-8.

Visit this webpage for more information on Rule 8-8: [https://www.baaqmd.gov/rules-and-compliance/rules/reg-8-rule-8-wastewater-oilwater-separators?rule\\_version=2023%20Amendment](https://www.baaqmd.gov/rules-and-compliance/rules/reg-8-rule-8-wastewater-oilwater-separators?rule_version=2023%20Amendment)

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

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

Regulation 8: Organic Compounds, Rule 18: Equipment Leaks (Rule 8-18) was also selected as one of the six high-priority rule development projects in the AB 617 Expedited BARCT Implementation Schedule and addresses emissions of reactive organic gases (ROG) from petroleum refineries, chemical plants, bulk terminals and bulk plants, and other facilities that store, transport, and use organic liquids. Amendments to Rule 8-18 in December 2015 addressed equipment that service heavy liquids at these sources, but those amendments were not fully implemented due to uncertainty regarding proper emissions factors for heavy liquid fugitive emissions. Resolution No. 2015-12 directed staff to examine these issues further and recommend modifying this rule if appropriate. As a result, Air District staff coordinated with each of the five Bay Area refineries to conduct a Heavy Liquid Leak Study. Using the findings from this study, the Air District is currently proceeding with rule amendments to limit emissions associated with a subset of equipment that service heavy liquids. These rule amendments also include the provisions agreed upon in a settlement agreement along with other modifications to strengthen, update, and clarify rule provisions.

On November 20, 2023, Air District staff issued a Request for Comments on draft amendments to Regulation 8: Organic Compounds, Rule 18: Equipment Leaks (Rule 8-18). Comments on these draft amendments were due by December 20, 2023, at 5 pm; one comment was received from the Western States Petroleum Association (WSPA). Staff anticipate bringing a final proposal before the Board of Directors for consideration in Q2 of 2024.

The heavy liquids study was finalized in April 2022, and is available here: [https://www.baaqmd.gov/~media/files/engineering/refinery-emissions-inventory-guidelines/heavy-liquids-study-report-april2022\\_-final-pdf.pdf?la=en](https://www.baaqmd.gov/~media/files/engineering/refinery-emissions-inventory-guidelines/heavy-liquids-study-report-april2022_-final-pdf.pdf?la=en)

Visit this webpage for more information on Rule 8-18: [https://www.baaqmd.gov/rules-and-compliance/rules/reg-8-rule-18-equipment-leaks?rule\\_version=2024%20Amendment](https://www.baaqmd.gov/rules-and-compliance/rules/reg-8-rule-18-equipment-leaks?rule_version=2024%20Amendment)

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

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

**Climate Tech Finance**

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

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

To date, fifteen companies have received \$35M in banks' loans with the support of Climate Tech Finance loan guarantees. These companies specialize in the development and commercialization of innovative clean energy technologies and zero-emission mobility solutions in the Bay Area and California.

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

Companies whose technology was evaluated and approved for a Climate Tech Finance loan guarantee for Q4 2023:

- **Green Grid** – a company specialized in the artificial Intelligence (AI)-enabled computer vision sensor network system for autonomous wildfire risk monitoring and alerting.

Companies pre-qualified for acceptance into the Climate Tech Finance program for Q4 2023:

- **Kaizen Clean Energy**, hydrogen producer.
- **Glanris Inc**, a biochar producer.
- **EnviroGren TechH2**, an off grid power and electric charging company.
- **Harvest Thermal**, residential heating, cooling and hot water provider.
- **12 Tides**, kelp manufacturing company.
- **MyLand**, developed proprietary on-farm nature-based technology.

In the fourth quarter, staff conducted 24 intake calls (58% more than in Q3), where 46% of these companies are interested in the program and are now in various stages of approval.

### **Clean Air Centers**

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

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

The Air District conducted two solicitations that resulted in applications for 1,204 portable air cleaners and two (2) HVAC upgrades, totaling \$3.3M in funding, greater than the \$3M grant award. The Air District will be unable to fund 1 HVAC upgraded budgeted at \$690K and will use funds towards the purchase of more portable air cleaners. CARB has reviewed and approved the applications. The Air District finalized contracting with applicants in May 2023 and have begun implementation for the following Grantees:

1. County of Alameda on behalf of its Alameda County Health Care Services Agency – Office of Homeless Care and Coordination
2. City of Benicia
3. Contra Costa County – Contra Costa Health Services
4. Contra Costa County – Library
5. Napa County Office of Emergency Services
6. City of Oakland

7. City and County of San Francisco – Department of Emergency Management
8. County of San Mateo - Department of Emergency Management
9. Solano County Department of Library Services
10. County of Sonoma – Department of Emergency Management

As of December 2023, the program has delivered 1,302 portable air cleaners with filter replacements and is undergoing an HVAC upgrade for the Pinole Library in Contra Costa County.

**Clean Cars for All**

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

The Air District executed an amendment with CARB to increase CCFA funding by \$28M, bringing the contracted funding amount to \$73M. CCFA will be closing on January 31, 2024, but will tentatively reopen on February 21, 2024. The reopened program will have programmatic changes, such as increased award amounts and the program will expand to the entire Bay Area. Key program highlights include:

- 6,276 applications have been submitted since the program opened in March 2019, and 4,476 awards have been made (totaling over \$35.47 million). 3,885 grantees purchased new vehicles, 101 grantees selected PEX cards for public transit and other mobility options, 450 grantees have requested or installed a home charger or purchased a portable charger.
- Of the clean transportation options selected to date, 34% were battery electric vehicles (BEV), 38% were plug-in hybrid electric vehicles (PHEV), 23% were conventional hybrid vehicles, 2% percent were hydrogen fuel cell vehicles (FCEV), and 2% were mobility option.

**Clean Cars for All Program Key Performance Indicators (KPI)**

<b>Clean Cars for All Program KPI Totals to Date (2019-2023)</b>	
Total budget	\$73M
Total available	\$2.89M (i.e. not awarded)
Applications received	6,276
Funds awarded	\$35.47M / 4,476 grantees
Funds paid	\$31.54M / 4,080 payments
<b>Clean Cars for All Program KPI Totals During Q4 of 2023</b>	
Applications received	200
Funds awarded	\$0.72M / 167 grants
Funds paid	\$1.36M / 200 payments

## **Charge! Program for Electric Vehicle (EV) Infrastructure**

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

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

## **Outreach and Partnerships**

TIO organizes the Bay Area EV Coordinating Council and convenes quarterly networking, coordinating, and information sharing events for public agencies, companies, and non-profit organizations to accelerate EV adoption in the Bay Area. An EV Council meeting was held on December 11, 2023, and had nearly 70 attendees. The meeting topic was projecting and planning for EV charging demand, with a panel of speakers from the National Renewable Energy Laboratory, California Energy Commission, and Ava Community Energy. The facilitation team will meet with the Steering Committee on January 29, 2024, to prepare for the next EV Council meeting, tentatively a hybrid event in late March. The planning team is also recruiting participants for a new working group that will facilitate streamlined access to EV-related grant information.

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

We were notified of our selection for a \$15 million award in federal grant funding to spur the creation of a more robust, accessible, and equitable electric vehicle charging network across the nine counties of the San Francisco Bay Area. Funding from the U.S. Department of Transportation Federal Highway Administration's Charging and Fueling Infrastructure Discretionary Grant Program will add hundreds of EV charging ports to the region, with an emphasis on serving disadvantaged communities. This federal award will be administered through the Air District's Charge! Program.

**Sponsorship and Conferences**

TIO is sponsored VERGE23, sustainability and climate tech conference in San Jose on October 24-26, 2023.

**OFFICE OF DIVERSITY, EQUITY, AND INCLUSION  
T. WILLIAMS, MANAGER**

**Demographics**

The Office of Diversity, Equity, and Inclusion (Office) created its staff demographic analysis survey report for the calendar year 2023. The report includes all Air District employees by race/ethnicity and gender. Below is a snapshot of the data compared to the Bay Area population data for working age adults 18-64 years of age in addition to Executives (Directors & Above) staffing highlights:

*Race/Ethnicity	Bay Area	Air District
American Indian/Alaskan Native	1%	1%
Asian	24%	40%
Black or AA	5%	7%
Hispanic or Latino	20%	10%
White	47%	40%
Other/Unknown	4%	3%

*Gender	Bay Area	Air District
F	50%	44%
M	50%	56%

+/- 1% due to rounding.

\*American Community Survey (ACS) Census Bureau Statistics for working age adults 18-64 in Bay Area

**Highlights**

**Race/Ethnicity**

Executives (Directors & Above)	2019	2023
Asian	15%	29%
Black or AA	0%	4%
Hispanic or Latino	10%	13%
White	70%	54%

**Gender**

Executives (Directors & Above)	2019	2023
F	35%	63%
M	65%	38%

## **Cultural Awareness Events/Activities**

In honor of Hispanic/Latin American Heritage Month, the Office welcomed guest speaker Dolores Huerta. Ms. Huerta is an internationally recognized labor leader and civil rights icon. In 1962, Ms. Huerta and Cesar Chavez co-founded the United Farmworkers Association. At 93 years young, Ms. Huerta discussed her life and the impact of air pollution on farm workers.

In honor of Native American Heritage Month, the Office welcomed Dr. Jada Brooks, Associate Professor, UNC-Chapel Hill, Lumbee Tribal member and Maggie Li, Columbia University Ph.D. candidate. Their published research highlights disparities in PM<sub>2.5</sub> trends between American Indian- and non-American Indian-populated counties over time, underscoring the need to strengthen air pollution monitoring and regulation efforts across Tribal lands. The latter half of the talk encompassed a discussion on ethical and effective strategies to work with Tribal communities and promote the development and advancement of training opportunities among Native scholars and youth.

## **Board/Committee Support**

The Office works with the Community, Equity, Health, and Justice Committee to provide local and regional community environmental justice advocates and local leaders a platform to present and share their expertise and/or lived experiences at the Community Equity, Health, and Justice Committee meetings. Nicole Merino Tsui from the West Oakland Environmental Indicators Project Senior Program Manager presented to the Committee in Q4. Ms. Tsui underscored the significance of the West Oakland Health Center's Air Filtration project and the invaluable collaboration forged with the Air District. She then provided updates on an ongoing rapid response investigation. Lastly, she offered insights into the current status of the Annual Report for the West Oakland 'Owning Our Air' Community Emission Reduction Program (CERP).

## **Operations**

The Office worked to co-lead a project to update the Air District's Language Access Plan subsequently approved by the US EPA. The EPA requires agencies take reasonable steps to provide meaningful access to its services and programs to persons with limited English proficiency. Individuals for whom English is not their primary language and who have a limited ability to read, write, speak, or understand English are limited English proficient, or "LEP." The Air District's Plan for Language Services to LEP Populations (Report) was developed with the goal of ensuring the Air District's language assistance measures reflect the needs of our LEP community members across the nine-county San Francisco Bay Area and that our community members are able to meaningfully access important Air District services and programs.



**COMMUNITY ENGAGEMENT AND OUTREACH PROGRAMS**  
**S. PEESAPATI, OFFICER**

**Community Engagement and Outreach Programs**

**Bayview Hunters Point AB 617:** On October 3, 2023, Air District Staff from the community Co-Leads met with Air District staff including the APCO to discuss the roles and responsibilities of the two organizations in relation to the upcoming contract renewal.

On October 28, 2023, Steering Committee members, Co-Lead partners, and Air District staff attended a Bayview Hunters Point Community Steering Committee Tour to build relationships between those working on developing the Community Emissions Reduction Plan and to visit sites of concern in the community.

On October 31, 2023, Air District staff met with staff from the Bayview Hunters Community Advocates to develop the contract for Task Order 2 which will focus on supporting the Steering Committee.

On November 1, 2023, Air District staff and Co-Lead partners attended and addressed the Board of Directors, regarding recommended approvals of contracts for En2Action and the Co-Lead partners to begin the monthly Community Steering Committee meetings to develop the Community Emissions Reduction Plan.

Community Steering Committee (CSC) Planning Subcommittee members, Community Co-Leads (Marie Harrison Community Foundation and Bayview Hunters Point Community Advocates), and Air District and the facilitation and logistics consultant En2Action are working together to plan the CSC kickoff launch on January 16, 2024 (5pm – 7pm), in-person, location TBD in San Francisco.

**East Oakland AB 617:** On October 12, 2023, the East Oakland Community Steering Committee (CSC) held its 13th meeting.

- CSC received an update on the CERP Goals and Targets, received presentations from the Technology Implementation Office and the Engineering and Strategic Incentives Divisions.
- CSC also received another update on the East Oakland Community Mapping Project. CSC members are eligible to receive a stipend for gathering information and conducting outreach to support the Community Mapping Project.

On November 9, 2023, The East Oakland Community Steering Committee (CSC) held its 14th meeting. At the meeting, the CSC received an overview of:

- Where we have been (Technical highlights & what we have heard from the CSC)
- Where we are now (Community Mapping Presentation)
- Where we are going (Clear next steps for Strategy Development)
  - Mini-grant recipients also presented a summary of the outcomes from their community outreach on the Community Map.

- The grant partners include East Oakland Collective, Higher Ground Neighborhood Development Corporation, Lifers Leaving a Legacy and RECESS FUN, Inc.
- CSC members and other attendees also participated in an exercise that allowed them to share what resonated with them and builds confidence for both the Co-leads and the CSC that the process is moving towards shared Focus Areas and Strategy Development.

On December 14, 2023, the CSC met via Zoom where the CSC heard a presentation and discussed the 3-year enforcement data and a presentation and discussed focus areas for Strategy Development.

**Richmond/San Pablo AB 617:** On October 6, 2023, the Community Engagement and Outreach standing committee met to discuss recent outreach presentation on the CERP to the City Richmond. As well as all upcoming scheduled presentations to local neighborhood groups, local government forums, and NGOs for the month of October.

On October 23, 2023, the Path to Clean Air (PTCA) Community Steering Committee (CSC) held its 29<sup>th</sup> meeting, with a focus on community engagement and outreach of the PTCA Plan, production schedule and an overview on the public comment period.

On October 26, 2023, Air District staff provided two presentations to discuss the PTCA Plan at the HazMat Commission (Contra Costa County) and at the West County Mayors and Supervisors Association. Both efforts provide an overview of the Plan as part of community engagement and outreach warm up phase.

On November 2, 2023, a meeting with a local labor group to discuss the PTCA Plan as part of community engagement and outreach warm up phase.

On December 4, 2023, via Zoom, the Community Steering Committee meeting introduced revisions to the Charter and the process toward approval.

- A status update on the Path to Clean Air (PTCA) plan was discussed along with a timeline of upcoming scheduled meetings for the next seven months (December – June) that include the launch of the draft plan, public workshop, summarizing public comments and finalizing the plan, and CSC adoption of the plan. The last quarter of the meeting covered Chevron’s flaring incident on 11/27/23.
- Meredith Bauer, Deputy Executive Officer of Engineering & Compliance provided technical analysis of the event. Community members expressed dissatisfaction with BAAQMD’s lack of a coordinated and timely response and expressed concern over the level of toxicity represented within the plumes.

On December 13, 2023, the public comment period for the Draft Path to Clean Air Plan launched. The comment period ran through 1/19/24. All details regarding how comments were submitted are posted on the website [<https://www.baaqmd.gov/PTCA-CERP> ].

On December 18, 2023, the Community Steering Committee members presented an overview of the Draft Path to Clean Air Plan at the Contra Costa County Board Equity Committee meeting.

On December 19, 2024, the Community Steering Committee members presented an overview of the Draft Path to Clean Air Plan at the Richmond City Council meeting.

**West Oakland AB 617:** On November 15, 2023, Air District staff, along with West Oakland Environmental Indicators Project (WOEIP), presented to the Community Equity Health and Justice (CEHJ) Board committee on year four implementation of the West Oakland Community Action Plan (WOCAP).

On December 6, 2023, the West Oakland Environmental Indicators Project (WOEIP) hosted the final in-person Community Steering Committee meeting of the year, held in-person at DeFermery Recreation Center from 4:00pm to 5:30pm.

- An open house forum was created with posters focused on implementation strategies with respective public agencies including District technical staff speaking to critical issue areas.
- Air District representatives from Strategic Incentives Division, Assessment Inventory and Monitoring, Rules & Strategic Policy, and Compliance and Enforcement staffed stations with posters highlighting their WOCAP-related progress for the year.
- The CSC meeting followed a celebration (5:30pm to 7:00pm) marking year four of implementation.

**Community Advisory Council:** On October 2, 2023, the EJ Policy Ad Hoc Committee met with Directors and staff from three District Divisions (Legal, Compliance and Enforcement, and Engineering) to do shared learning, relationship-building and to discuss possible EJ solutions.

On October 16, 2023, EJ Policy Ad Hoc Committee met with Legal, Engineering and Compliance & Enforcement Division Directors and staff to discuss possible EJ solutions as part of the development of the EJ Action Plan.

On October 26, 2023, Community Benefits Fund (CBF) Ad Hoc Committee held its first meeting.

On November 9, 2023, another Community Benefits Fund (CBF) Ad Hoc Committee meeting was held.

On November 27, 2023, the EJ Policy Ad Hoc Committee Meeting reviewed draft EJ Priorities to inform the Strategic Plan.

On November 28, 2023, the Community Benefits Fund Ad Hoc Committee Meeting reviewed different approaches to manage a community grant.

On November 30, 2023, A CAC Meeting was held at the SF Air District Offices, there were two agenda items:

1. District presentation on “Advancing an Equitable Transition to Clean and Healthy Buildings.”
2. An action item to form a Member Selection Ad Hoc to fill a vacant youth seat.

On December 7, 2023, the Community Benefits Fund Ad Hoc Committee Meeting discusses approach to disperse CBF.

On December 8, 2023, the Work Plan Ad Hoc Committee Meeting discussed next steps to bring the workplan to CAC for approval.

On December 11, 2023, the EJ Policy Ad Hoc Committee met with BluePoint Strategic Planning consultants.

**James Cary Smith Community Grant Program:** On October 5, 2023, Air District staff launched a new virtual Grantee Bulletin Board, where recipients of James Cary Smith Community Grants can share grantee events and opportunities taking place across the Bay Area. The interactive document is a way for grantees and staff to share resources and information.

On November 29, 2023, Air District staff, via Zoom, shared information about the Air District’s James Cary Smith Community Grant Program and Clean Air Filtration Program with members of the Santa Clara County Heat & Air Quality Resilience (HAQR) Workgroup during their quarterly meeting.

On November 30, 2023, via Zoom, grantees and staff held a Grantee Coalition meeting for current James Cary Smith grant recipients. Twenty individuals from 16 funded organizations participated in discussions about community agreements, potential / future partnerships for increased success, and resource-sharing. The coalition, which meets quarterly, aims to increase peer-to-peer collaboration, and amplify grantee efforts to improve the health of impacted communities.

**School and Home Air Filtration Program:** On November 1, 2023, Air District staff presented an update on the Asthma Mitigation Project (AMP) portion of the Home Air Filtration Program to the Board of Directors along with Regional Asthma Management and Prevention (RAMP), a partner services liaison between the Air District and AMP agencies and Breathe California (an AMP partner agency).

- Staff received Board support for funding and programmatic flexibility for the Home Air Filtration Program to respond to the needs of partners and community members to distribute air filters quickly and efficiently.

On December 20, 2023, Air District staff recommended approval of the APCO to execute a contract amendment to the professional services contract for Regional Asthma Mitigation and Prevention / Public Health Institute on consent at the Board meeting.

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

**Key Performance Indicators** for the fourth quarter period of October 1, 2023, through December 31, 2023, and calendar year 2023.

<i>Project Activity</i>	<i>Qty. (Q4)</i>	<i>Amount (Q4)</i>	<i>Qty. (2023)</i>	<i>Amount (2023)</i>
New Applications Evaluated	28	\$17,321,926	122	\$55,861,214
New Contracts Executed	40	\$11,387,769	99	\$40,394,575
Approved Changes to Projects (Contracts Amended)	32	n/a	115	n/a
Grantee Payments Processed	27	\$13,279,140	129	\$40,488,666

**Incentive Program Activities Overview**

As of December 31, 2023, more than \$750 million in state and local revenues for incentive programs are being actively managed, including funding that includes approximately \$100 million in new revenue that will be awarded to eligible projects in FYE 2024, and \$650 million in incentive funding that was previously awarded to projects over the past 10 years that are still being actively managed. Administrative activities include the evaluation of applications received, preparation of recommendations for approval of eligible projects, drafting of contracts for approved projects, inspection of existing (baseline) and new (funded) equipment, processing of reimbursement requests for recently completed projects, submission of disbursement requests and progress reports to funding sources (e.g., CARB), and participation in and coordination of meetings and educational/informational events. Staff also monitor projects that are in the operational phase for up to 10 years, close out projects that have completed their contractual obligations, and when necessary, take enforcement action for non-compliant projects.

For the award of new funds, staff conduct region-wide and focused outreach targeting fleet owners who operate eligible equipment in the Bay Area's AB 617 communities and other highly impacted areas to maximize emissions reductions in those areas. Staff also worked to encourage the adoption of zero-emission equipment and infrastructure where possible.

## **Key Program Updates, Accomplishments, and Milestones**

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

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

These programs provide funding to reduce emissions from existing heavy-duty engines, primarily in the mobile source sector, including on-road trucks and buses, school buses, off-road, agricultural, marine equipment, and locomotives by replacing these with newer, cleanest available equipment, including zero-emission equipment and supporting infrastructure. Applications are accepted through an online application portal and evaluated under the state-approved guidelines for each funding source.

From July 19, 2023, to September 12, 2023, the Air District conducted a competitive solicitation (Year 24) that offered up to \$30 million for projects installing electric charging stations for heavy- and medium-duty vehicles and equipment, with at least 80% of the total funds reserved for projects that reduce emissions in priority communities. Twenty applications were received by the deadline and during this quarter staff worked to review the applications and bring a rank list of eligible projects to the Board of Directors for approval.

On November 28, 2023, the Air District opened its Year 25 solicitation that is accepting applications on a first-come, first-served basis through March 28, 2024, for heavy-duty vehicle and equipment replacement projects and supporting zero-emission infrastructure. Over \$82 million is available for projects where emission reductions benefit the Air District's most impacted communities and up to \$8 million is available for upgrading agricultural equipment that is operated within the Air District's jurisdiction.

Staff have been meeting regularly with CARB and other air districts to provide input and suggested updates to the State's CMP, FARMER, and CAP Incentives program guidelines. This work will continue into 2024 and is an important step in building programs that better meet the needs of communities and air district.

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

As of September 1, 2023, \$12 million in TFCA Regional Funds were available for eligible on-road projects, including the replacement of older and dirty medium- and heavy-duty trucks, transit buses, and school buses with zero emission alternatives. Starting in late November, staff promoted this funding opportunity to eligible applicants, completed outreach including a webinar for school districts on funding for school buses, and answered questions to potential applicants. Staff also coordinated with external auditors during this quarter to finalize the audit and bring it to the Mobile Source and Climate Impacts Committee.

Staff also continued to coordinate and collaborate with the county representatives who administer **the TFCA 40% funds**. These activities include providing programmatic and technical support, facilitating workgroup meetings, and receiving input to inform future policy updates. Staff also worked to coordinate and participate in meetings requested by the Air District's Community Advisory Council (CAC) and the transportation agencies who administer the TFCA 40% funds.

**Proposition 1B Goods Movement Program (GMP):** The GMP is a partnership between the CARB and local agencies that was created in 2008 that works to reduce diesel emissions and health risk from freight movement vehicles and equipment that operate along the California trade corridors by providing grants to vehicle and equipment owners for upgrades and replacement of diesel trucks, locomotives, transportation refrigeration units (TRUs), cargo handling equipment, and for the installation of shore power equipment. Grants have been awarded through a competitive process whereby the Air District evaluates applications and generates a ranking list based on the state-adopted guidelines, and CARB provides oversight and approval of recommended projects. During this quarter, staff continued to monitor previously awarded projects, submit quarterly reports to CARB, and reimburse grantees for completed projects. Staff are currently evaluating the results from the six cycles since 2008 and have been working with CARB on options for use of remaining funds resulting from project fall-out that accelerated between 2020 and 2023.

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

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

On November 30, 2023, staff submitted two quarterly reports to CARB for the LDI and ZEFM programs. During this period, staff attended meetings with the other two VW Administrators and CARB and the following is a summary of key highlights from the VW programs administered by the Bay Area Air District:

- **LDI – Hydrogen-Fueling Stations:** \$5 million was awarded under a contract with the California Energy Commission (CEC) through a competitive solicitation that closed on May 22, 2020. On December 9, 2020, the CEC approved the award of \$5 million in VW funds comprised of awards of \$1 million each to build five new hydrogen stations in California, including two that will be in the Bay Area. Construction was completed for one station in October 2023. During this period, staff continued to coordinate with the CEC and routinely met with representatives from other state agencies that provide funding for hydrogen projects and with project partners to discuss the progress and status of construction on the funded stations.
- **LDI – Electric Vehicle (EV) Stations:** A competitive solicitation offering the available \$5 million was conducted May 11 through August 18, 2021. Eighteen applications were received by the deadline requesting over \$40 million. To date, the Air District has executed contracts with grantees for \$4.9 million. The Air District has received updated project lists from applicants and is working at updating the rank list and allocating remaining funds, including interest earned.
- **ZEFM Program:** On August 22, 2023, staff re-opened a solicitation with up to \$20 million available state-wide for eligible off-road freight and marine projects. This solicitation incorporated recently approved modifications to the California Air Resource's Beneficiary Mitigation Plan. Staff continued working with CARB on updates to the program Implementation Manual and guidance and recommendations for further improving the administration and eligibility requirements for the VW ZEFM program. On October 25, 2023, staff hosted a webinar to discuss eligibility criteria, program requirements, and application and approval processes for this program that funds eligible projects throughout California. The focus of the webinar was on the heavy-lift forklifts, port cargo handling equipment, and airport ground support equipment and the webinar had a total of 48 attendees.

**Zero-Emission Hydrogen Ferry Demonstration Project:** This project, funded by CARB in 2018 and administered by the Air District, aims to demonstrate the feasibility of hydrogen fuel-cell technology for use in the commercial maritime industry by deploying a zero-emission hydrogen ferry in the San Francisco Bay. Construction on the ferry began in November 2018 and following multiple delays in construction, the ferry arrived in San Francisco Bay in March 2023. During this period, staff continued to monitor the project's status and host meetings with CARB and other project partners to review technological, regulatory, and cost challenges experienced by the project sponsor, and to draft the final project report. Staff also worked with CARB to draft an amendment to the grant agreement to extend the project final report due date to April 15, 2024.



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

During this period, the Air District staff worked with an IT contractor to complete updating and testing of the program's grant management system, finalized solicitation and outreach materials, and submitted the TAG 2023 quarterly report to the EPA. The program is scheduled to launch in early 2024.

**METEOROLOGY & MEASUREMENT DIVISION**  
**R. CHIANG, DIRECTOR**

During the fourth quarter of 2023, there was one Spare the Air call for ozone and three Spare the Air calls for PM<sub>2.5</sub>. On October 19, 2023, high pressure over the Bay Area produced hot inland temperatures and light offshore winds. A stronger than anticipated offshore wind kept ozone levels lower than forecasted. On December 15, 2023, through January 17, 2024, high pressure over the Bay Area produced a strong temperature inversion, trapping pollutants near the surface. In addition, light offshore flow transported pollutants from the San Joaquin Valley into the Bay Area. However, PM<sub>2.5</sub> concentrations remained below federal standards.

**Laboratory**

The laboratory has continued to perform analyses in support of fixed site ambient air monitoring programs including PM<sub>10</sub>, PM<sub>2.5</sub>, PM<sub>coarse</sub>, SASS, toxics canisters, and aldehydes.

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

- Provided guidance and input to Engineering and Compliance and Enforcement regarding laboratory test methods and reports associated with permits.
- Began the process of backfilling a vacant Principal Air Quality Chemist position following a retirement.
- Evaluated instrumentation to replace the laboratory's Organic Carbon/Elemental Carbon analyzer.
- Received new Ion Chromatograph ahead of schedule; installation pending.
- Began laboratory-wide Standard Operating Procedure revisions.
- Made additional progress on divesting from legacy laboratory data systems.

## **Regulatory Air Monitoring**

**Napa – 1732 Jefferson:** Ceased site development activities in November 2023 due to logistical and siting issues. District staff to identify and site new air monitoring location.

**Livermore-Portola (Photochemical Assessment Monitoring Station Required Site):** Additional electrical and grounds work completed at Livermore Portola in preparation for required meteorology tower.

**Air Monitoring in Communities Near Refineries:** In early October 2023, Tricorntech initiated the installation of the MiTap micro-GC and conducted a training session with the District staff. Subsequent to training, the microGC was installed and started an instrument evaluation period. Pollutants monitored at the location in Benicia will include nitrogen oxides, ozone, sulfur dioxide, hydrogen sulfide, and fine particulate matter (PM<sub>2.5</sub>), ultrafine particulate matter, black carbon, and volatile organic compounds (like benzene).

District staff are working with the City of Martinez to identify candidate ambient air monitoring locations in proximity to nearby refineries.

## **Community Air Monitoring**

Finalized instrument list and initiated steps to procure a number of air quality monitoring instruments through an EPA Inflation Reduction Act grant to the Air District. Performed acceptance and initial testing of SailBri-Cooper Xact 625i ambient continuous multi-metals monitor and Magee Carbonaceous Aerosol Speciation System for real-time attribution of total, organic, and black carbon. With support from the Facilities team, continued work on upgrading security, electrical, internet, and dust proofing in the new West Oakland field office, as well as potential security upgrades to the air monitoring vans. Ongoing work preparing and maintaining the monitoring platforms to ensure readiness for field deployment in support of upcoming work in East Oakland, as well as other communities. Supported the public release of downloadable dataset and technical support documentation for the AB 617 Community Air Monitoring Plan Path to Clean Air - Air Toxics Monitoring study.

## **Performance Evaluation**

All gas analyzers and particulate samplers were found to be operating within the Air District's established accuracy limits (26 monitoring stations, 82 parameters).

The section calibrated 18 of the Compliance & Enforcement Division's (18) TVAs (Toxic Vapor Analyzers).

- Ground-Level Monitoring (GLM) audits of hydrogen sulfide (H<sub>2</sub>S) and sulfur dioxide (SO<sub>2</sub>) gas-analyzers were conducted at Phillips 66 and Valero Refineries. All gas analyzers met the Air District's performance evaluation (audit) acceptance criteria.
- The Section responded to a C&E Division request for mobile surveillance in Martinez near the Martinez Refining Company for one day and Point Richmond at Veolia Environmental Services for two days. Testing for H<sub>2</sub>S in Point Richmond was inconclusive, partly due to

heavy rains and event characteristics of only intermittent odors. Testing and capturing clouds of H<sub>2</sub>S can be challenging even under optimal weather conditions. Inspector Chris Coelho also requested mobile surveillance at Chevron, but upscale readings were not achieved at that location either. Testing near Martinez Refining Corporation yielded more upscale readings than Point Richmond, but our readings did not reach violation levels for either H<sub>2</sub>S or SO<sub>2</sub>.

- Ongoing testing of new/lower audit levels will be completed in January. The preliminary results look promising, and the preparation and repeatability, line-loss, and stabilization of the much lower gas analyzer audit levels are satisfactory.
- Regular departmental duties continued, including audits; report processing and review; database management; and equipment testing and maintenance.

## **Air Quality Analysis**

### Monitor Network Planning and Data Analysis

- Continue to coordinate with NACAA Monitoring Steering Committee and US EPA on planning air monitoring program improvements and emerging air toxics issues.
- Disapproved refinery fence line air monitoring plans (Rule 12-15).
- Continued coordination around ongoing efforts related to the Schnitzer Steel facility.
  - Briefed AD executive management and staff and participated in coordination on analysis work with DTSC regarding the Schnitzer Steel facility.
  - Reviewed available air monitoring information to assist with Air District response to the Schnitzer Steel fire incident on August 9-10
  - Participated in and prepared materials for meetings of the intra-agency Rapid Response Task Force that was formed in response to the August 9-10 incident, including a meeting with WOEIP (October 17, 2023).
  - Contributed to slides for an upcoming presentation to the Air District Board SSCI Committee on incident response and ongoing efforts around Schnitzer Steel
  - Attended a site visit and tour at the Schnitzer Steel facility with staff from other Air District sections (December 7, 2023).
- Refinery Fenceline Air Monitoring (Rule 12-15):
  - Disapproved refinery fence line air monitoring plans (FAMPs) for all five refineries, worked with the Communications Office for notifications to increase transparency.
  - Initiated discussions with the refineries to resolve the deficiencies in their air monitoring plans and quality assurance project plans and bring the facilities back into compliance with Rule 12-15.
- Continued preparation of an assessment of the Air District's particulate matter monitoring network to help ensure alignment of the network with Air District programs, priorities, and resources.
- Performed air monitoring station siting evaluations at Livermore – Rincon, Pleasanton, Napa, and Martinez sites to inform relocation requests and network assessments (November 2, 2023 and November 7, 2023).
- Continued drafting relocation requests for the Livermore – Rincon and Napa Valley College sites.
- Continued data review and analysis in preparation of a revised PM<sub>2.5</sub> NAAQS and initial area designations, including:

- With the QA Officer, draft a plan for a review of the 2021 – 2023 critical data quality criteria.
- Calculating preliminary 2021-2023 design values.
- Continue to refine exceptional event demonstration methods to identify days over 9 µg/m<sup>3</sup> that may be affected by wildfire smoke. These analysis methods include adding new data driven criteria using various measurements, processing of historical wildfire data (location, name, start/end dates, acres burned, etc.), review of NOAA Hazard Mapping System (HMS) data for all days above 9.0 µg/m<sup>3</sup>, and developing a process for creating different non-fire scenarios that exclude different subsets of days and calculating corresponding design values.
- Reviewed and analyzed data to support Air District response to various facility incidents, including:
  - Chevron (flaring incident November 27, 2023).
  - Richmond-Veolia Wastewater Treatment Plant (odors in early December 2023).
  - Martinez Refining Company (facility upset and flaring December 15, 2023).
- Attended the American Association for Aerosol Research (AAAR) annual conference in Portland, Oregon (October 2, 2023 – October 6, 2023).
- Attended AWMA Air Quality Measurement Conference in Research Triangle Park, NC (November 14, 2023 – November 16, 2023).

#### **AB 617: Richmond-North Richmond-San Pablo Path to Clean Air**

- Completed a technical support document for the CAMP air toxics monitoring study; the technical support document and the study dataset are now posted on the [Air District's CAMP website](#).
- Supported the draft CERP release process and public workshop for air monitoring and data related strategies.

#### **AB 617: East Oakland CERP Development**

- Met with East Oakland co-leads to discuss air monitoring data in East Oakland (November 8, 2023).

#### **Technical Support to Bay Area Communities and Stakeholders**

- Eastern SF / Bayview-Hunters Point
  - Participated in the BVHP EJ Task Force Meetings (October 18, 2023).
  - Facilitated Bay Air Center support for Greenaction sensor network.
    - Ongoing coordination with Greenaction staff technical support, including review of sensor network data.
    - Bay Air Center presented preliminary data analysis and takeaways from January-March 2023 data analysis at the BVHP EJ Task Force Meeting (October 18, 2023).
  - Ongoing coordination with U.S. EPA on air monitoring oversight at the Shipyard Superfund site to provide comments on the format of providing monitoring data to the public with context.
- East Oakland

- Received Board approval for contracts with Communities for a Better Environment (CBE) and UC Berkeley.
- Sent draft contracts to CBE and UC Berkeley for review and signature.
- Submitted quarterly progress report to EPA for the ARP Enhanced Air Monitoring in Communities grant.
- Continued Bay Air Center support to CARB and EPA grantees
  - Marin City Climate Resilience and Health Justice.
  - Latinos United for a New America (East San Jose).
- Supported the Air Quality Collaborative Bay Area launch event including coordinating 375 Beale St. event space (October 4).
- Attended and provided information on the Bay Air Center at a Heat and Air Quality Resilience Project (HAQR) meeting (November 29)
- Responded to questions on mobile monitoring from San Leandro 2050 and coordinated further discussions on using sensor data for various objectives.

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

- Naturally Occurring Asbestos Program Technical Support: Reviewed the monitoring design for 3 new and revised Asbestos Dust Monitoring Plans.
- Continued to provide support including recommending air monitoring provisions to Rule Development for revisions to rules controlling fugitive dust, emissions from metal shredders, and residential woodsmoke.

### **Source Test**

- Evaluations and implementation of new measurement technologies and developed test procedures relevant to AB-617, Regulation 11-18 and emission inventory improvement.
- Oversight of the Regulation 12-15 fence line monitoring programs and review of hydrogen sulfide monitoring and quality assurance plans.
- Continued CEMS compliance audits in partnership with the Compliance and Enforcement Division.
- Partnered with Compliance and Enforcement Division on facility source test facility and testing location investigations.
- Partnered with Compliance and Enforcement Division on priority compliance investigations.
- Worked with Legal regarding ongoing settlement agreements.
- Participated in Rule 8-8, 9-4 and 9-6 workgroups, and Rules 11-10 and 13-5 implementation.
- Held Source Test Workshop for BACWA member agencies.
- Attended quarterly Bay Area Clean Water Agencies workgroup meeting.
- Attended AWMA Air Quality Measurement Conference.
- Attended monthly EPA source testing guidance meetings.
- Continued management review of Injury & Illness Prevention Plan (IIPP).
- Continued development of source test prioritization system and review of current practices.
- Source tests conducted:
  - Finalized commencement of FTIR source test program and continued expansion of analysis software reference library.

- Performance of source tests to determine emissions of precursor organic compounds, and toxic air contaminants.
- Performance of source tests to determine emissions of particulate matter.
- Performance of tests to assess the compliance status of gasoline cargo tanks, gasoline dispensing facilities, gasoline terminal loading and vapor recovery systems.
- Evaluation of independent contractor conducted source tests to determine report acceptability and source compliance.
- Evaluation of CEMS installations and ongoing compliance, including monitoring plan review and approval.
- Technical advising to Air District Divisions
  - Advice and guidance to Engineering on emission data interpretation, permitting handbook condition revisions, Rule 11-18 health risk assessments and air toxics, permit development, and facility annual emission reporting.
  - Advice and guidance to Compliance and Enforcement and Legal on emission data interpretation, recommendations for further evaluation indicating potential violations, CEMS compliance audits, orders of abatement, and ongoing enforcement actions.
  - Advice to the Rules Section on upcoming rule development efforts.
  - Advice and meeting participation on AB-617 internal workgroups and knowledge gap analysis.

**Recruitment News**

***New Hires and Promotions***

Adam Arnold, Senior Air Quality Specialist

**EXTERNAL AFFAIRS  
L. FASANO, OFFICER**

**External Affairs General**

**October 2023**

- Staff drafted policies to accompany the revised Administrative Code – Sponsorship, Remote Meetings, and Grants. The Remote Meeting Policy was presented at the 10/18 Finance & Administration meeting.
- Staff finalized a joint press release in coordination with the Communications Division and Metropolitan Transportation Commission for the new Commuter Benefits Program registration system.
- Staff drafted talking points for Dr. Phil Fine who spoke briefly at the October 27 Bay Area County Transportation Agencies Executive Officers meeting. The first opportunity Dr. Fine has had to meet this group of transit leaders.

## **November 2023**

- The new Administrative Code and Air District policies were presented to the Finance and Admin. Committee for review and Committee discussion. A decision was made to send the new Administrative Code and associated policies to the Nov.15 Board of Directors meeting.
- Staff finalized the new bi-weekly reporting template, drafted email to be sent from the Executive Office, and the SharePoint Bi-Weekly tool.

## **Commuter Benefits Program**

### **October 2023**

- Staff continue to meet with Metropolitan Transportation Commission regarding Commuter Benefits Program and discussed transition to the new registration system, notification to employers of the new system, timing for the new system press release, Commuter Benefits Program strategic plan development, and update to Option 5 compliance requirement.
- Staff met and interviewed by Metropolitan Transportation Commission contract staff as part of their Commuter Benefits Program Strategic plan for the program.

### **November 2023**

- Staff in collaboration with Metropolitan Transportation Commission continue to work on bug fixes with the transition to the new Salesforce System.

## **Flex Your Commute**

### **October 2023**

- Staff coordinating with Web Team on updates to the Flex Your Commute website before campaign relaunch. Adding photos and testimonials to webpages.

## **Sponsorships**

- Coalition for Clean Air: 2023 Clean Air Day, October 4, 2023.

<b>STATISTICS</b>			
<b><u>Administrative Services:</u></b>		<b><u>Human Resources:</u></b>	
<b>Accounting/Purchasing/Comm.</b>		Manager/Employee Consultation (Hrs.)	350
General Checks Issued	1400	Management Projects (Hrs.)	400
Purchase Orders Issued		Employee/Benefit Transaction	600
Checks/Credit Cards Processed	4678	Training Sessions Conducted (Group)	0
Contracts Completed	101	Training Sessions Conducted (Individual)	20
RFP/RFQ	4	Applications Processed	293
		Exams Conducted	13
<b><u>Executive Office:</u></b>		New Hires	19
APCO'S Meetings Attended	273	Promotions	6
Board Meetings Held (including Budget Hearing and CAF)	5	Separations	8
Committee Meetings Held	14	Safety/Wellness Administration	150
Advisory Council/Community Advisory Council Meetings Held	1	Inquiries	4000
Hearing Board Meetings Held	1		
New Variances/Appeals/Accusations Received	5		
		<b><u>Communications and Public Information:</u></b>	
<b><u>Information Systems:</u></b>		Responses to Media Inquires	64
New Installation Completed	23	Events Staffed with Air District Booth	7
PC Upgrades Completed	10		
Service Calls Completed	871	<b><u>Community Engagement:</u></b>	
		Presentations Made	10
<b><u>Facility/Vehicle:</u></b>		Visitors	0
Request for Facility Service	56	Air District Tours	2
Vehicle Request(s)	60	Community Meetings Attended	36
Vehicle Maintenance/Service/Repair(s)	68		



<b>STATISTICS (cont'd)</b>			
<b><u>Compliance Assurance Program:</u></b>		<b><u>Compliance and Enforcement Division:</u></b>	
Industrial Inspections Conducted	659	<b><u>Enforcement Program</u></b>	
Gas Station Inspection Conducted	106	Violations Resulting in Notices of Violations	278
Open Burning Inspections Conducted	0	Violations Resulting in Notice to Comply	8
PERP Inspections Requested	235	New Hearing Board Cases Reviewed	8
PERP Inspections Conducted	1	Reportable Compliance Activity Investigated	213
BUGs Inspections Conducted	0	General Complaints Investigated	1015
Mobile Source Inspections	0	Wood Smoke Complaints Received	519
Grant Inspections Conducted	24	Mobile Source Violations	0
SF Restaurant Complaints	15		
		<b><u>Compliance Assistance and Operations Program:</u></b>	
<b><u>Engineering Division:</u></b>		Asbestos Jobs Received	500
Annual Update Packages Completed	737	NOA Plans Received	4
New Applications Received	184	NOA Plans Approved	5
Authorities to Construct Issued	120	NOA Inspections Conducted	129
Permits to Operate Issued (New and Modified)	40	Coating and other Petitions Evaluated	5
Permit Exemptions (Entire application deemed exempt)	3	Open Burn Notifications Received	556
New Facilities Added	56	Prescribed Burn Plans Evaluated	23
Registrations (New)	8	Tank/Soil Removal Notifications Received	28
Health Risk Assessments (HRA) Received	51	Compliance Assistance Inquiries Received	68
		Green Business Reviews	1
		Refinery Flare Notification	16
<b><u>Meteorology Measurements &amp; Rules:</u></b>			
<b><u>Laboratory</u></b>		<b><u>Ground Level Monitoring (GLM)</u></b>	
Analyses Performed	1157	Oct. – Dec. Ground Level Monitoring SO <sub>2</sub> Excess Reports	1
Inter-Laboratory Analyses	0	Oct. – Dec. Ground Level Monitoring H <sub>2</sub> S Excess Reports	9

<b>STATISTICS (cont'd)</b>			
<b><u>Continuous Emissions Monitoring (CEM)</u></b>		<b><u>Meteorology Measurements &amp; Rules:</u></b>	
Indicated Excess Emission Reports Evaluated	42	<b>4th Quarter 2023 Ambient Air Monitoring</b>	
Monthly CEM Reports Reviewed	124	Days Exceeding Nat'l 24-Hour PM <sub>2.5</sub> Std.	0
Indicated Excesses from CEM	37	Days Exceeding Nat'l 24-Hour PM <sub>10</sub> Std.	0
Field Accuracy Tests Performed	7	Days Exceeding State 24-Hour PM <sub>10</sub> Std.	0
		Days Exceeding the Nat'l 8-Hour Ozone Std.	0
<b><u>Source Test</u></b>		Days Exceeding the State 1-Hour Ozone Std.	0
Cargo Tank Tests Performed	0	Days Exceeding the State 8-Hour Ozone Std.	0
Total Source Tests	35		
Pending Source Tests	0	<b>Particulate Totals, Year to Date 2023</b>	
Further Evaluation Notices Recommended	10	Days Exceeding Nat'l 24-Hour PM <sub>2.5</sub> Std.	3
Contractor Source Tests Reviewed	3,198	Days Exceeding Nat'l 24-Hour PM <sub>10</sub> Std.	0
Outside Test Observed	10	Days Exceeding State 24-Hour PM <sub>10</sub> Std.	0
Further Evaluation Notices Recommended After Review	17		
Contractor Source Test Protocols Reviewed	52	<b>Ozone Totals, Year to Date 2023</b>	
Contractor Source Tests invalidated	22	Days Exceeding State 1-Hour Ozone Std.	0
Boiler Certification Reports/Applications Received	1	Days Exceeding Nat'l 8-Hour Ozone Std.	4
<b>4th Quarter 2023 Agricultural Burn Days</b>		Days Exceeding State 8-Hour Ozone Std.	4
Oct. - Dec. Permissive Burn Days-North	77		
Oct. - Dec. No-Burn Days-North	105		
Oct. - Dec. Permissive Burn Days-South	77		
Oct. - Dec. No-Burn Days-South	15		
Oct. - Dec. Permissive Burn Days-Coastal	78		
Oct. - Dec. No-Burn Days-Coastal	14		

**These facilities have received one or more Notices of Violations**  
**Report period: October 1, 2023 – December 31, 2023**

<b>Alameda County</b>				
<b>Status Date</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>
10/18/2023	A0059	University of California, Berkeley	Berkeley	Non-Compliance; Major Facility Review
10/18/2023	A0059	University of California, Berkeley	Berkeley	No Authority to Construct
10/18/2023	A0059	University of California, Berkeley	Berkeley	No Permit to Operate
10/18/2023	A0059	University of California, Berkeley	Berkeley	Non-Compliance; Major Facility Review
10/18/2023	A0059	University of California, Berkeley	Berkeley	Non-Compliance; Major Facility Review
11/7/2023	A3590	City of Berkeley/Engr Div/Public Works	Berkeley	Landfill Emission Control System Requirement
11/7/2023	A3590	City of Berkeley/Engr Div/Public Works	Berkeley	Standards for New Stationary Sources
11/7/2023	A3590	City of Berkeley/Engr Div/Public Works	Berkeley	Landfill Emission Control System Requirement
11/7/2023	A3590	City of Berkeley/Engr Div/Public Works	Berkeley	Standards for New Stationary Sources
11/7/2023	A3590	City of Berkeley/Engr Div/Public Works	Berkeley	Failure to Meet Permit Conditions
11/7/2023	A3590	City of Berkeley/Engr Div/Public Works	Berkeley	Landfill Emission Control System Requirement
11/7/2023	A3590	City of Berkeley/Engr Div/Public Works	Berkeley	Standards for New Stationary Sources
12/26/2023	FC457	Recipient	Castro Valley	Mandatory Burn Ban
10/2/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
10/2/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
10/2/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
10/2/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
10/2/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
10/2/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
10/17/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
10/17/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
10/24/2023	A1438	Tesla, Inc	Fremont	Periodic Testing
10/24/2023	A1438	Tesla, Inc	Fremont	Periodic Testing
11/8/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
11/8/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
11/8/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
11/9/2023	A1438	Tesla, Inc	Fremont	Standards for New Stationary Sources
11/9/2023	A1438	Tesla, Inc	Fremont	Standards for New Stationary Sources
11/9/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
11/16/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
11/16/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
11/22/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
11/22/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
11/22/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
11/22/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
11/22/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
11/22/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
11/22/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
11/22/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
11/29/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
11/29/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
11/29/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
12/5/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
12/8/2023	A1438	Tesla, Inc	Fremont	Organic Compounds; Usage Records, Coatings
12/18/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
12/28/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
12/28/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
12/28/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
12/28/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
12/28/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
12/28/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
12/28/2023	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
1/3/2024	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
1/18/2024	E3601	MASS Precision Inc	Fremont	No Authority to Construct
1/18/2024	E3601	MASS Precision Inc	Fremont	No Permit to Operate
11/6/2023	B8136	Russell City Energy Co, LLC	Hayward	Non-Compliance; Major Facility Review
11/13/2023	A9000	RC Ready Mix Co	Livemore	Failure to Meet Permit Conditions
12/18/2023	A1190	Safety-Kleen of California, Inc	Newark	Failure to Meet Permit Conditions
12/18/2023	A1190	Safety-Kleen of California, Inc	Newark	Failure to Meet Permit Conditions
12/19/2023	A1190	Safety-Kleen of California, Inc	Newark	Organic Compounds; Equipment Leaks Records
11/7/2023	E0753	America's Best Beverage	Oakland	Failure to Meet Permit Conditions
11/7/2023	E0753	America's Best Beverage	Oakland	Excessive Visible Emissions
11/22/2023	B2094	Design Workshops	Oakland	Failure to Meet Permit Conditions
1/18/2024	A3651	Western Colloid Products	Oakland	Inorganic Gaseous Pollutants Final Emission Limits
11/30/2023	A3256	Turk Island Solid Waste Disposal Site	Union City	Landfill Emission Control System Requirement
11/30/2023	A3256	Turk Island Solid Waste Disposal Site	Union City	Failure to Meet Permit Conditions





**These facilities have received one or more Notices of Violations**  
**Report period: October 1, 2023 – December 31, 2023**  
**(continued)**

<b>San Mateo County</b>				
<b>Status Date</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>
12/20/2023	A1351	City of Burlingame, Waste Water Treatment Plant	Burlingame	NOx & CO Quarterly Demonstration of Compliance
12/20/2023	A1351	City of Burlingame, Waste Water Treatment Plant	Burlingame	Landfill Emission Control System Requirement
12/26/2023	FC453	Recipient	Half Moon Bay	Mandatory Bum Ban
10/3/2023	A1534	Silicon Valley Clean Water	Redwood City	Failure to Meet Permit Conditions
12/14/2023	A5322	Magic Auto Paint & Body	Redwood City	No Permit to Operate
11/9/2023	FC425	SFD	San Bruno	Demolition, Renovation, and Removal Requirement
11/9/2023	FC425	SFD	San Bruno	Asbestos; Written Plan or Notification
11/28/2023	A5876	South San Francisco-San Bruno Water Quality Project	South San Francisco	Failure to Meet Permit Conditions
<b>Santa Clara County</b>				
<b>Status Date</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>
10/4/2023	A6370	Recology Pacheco Pass	Gilroy	Landfill Emission Control System Requirement
10/18/2023	A9013	International Disposal Corp of CA	Milpitas	No Authority to Construct
10/18/2023	A9013	International Disposal Corp of CA	Milpitas	No Permit to Operate
10/18/2023	A9013	International Disposal Corp of CA	Milpitas	Non-Compliance; Major Facility Review
11/27/2023	A9013	International Disposal Corp of CA	Milpitas	No Authority to Construct
11/27/2023	A9013	International Disposal Corp of CA	Milpitas	No Permit to Operate
11/27/2023	A9013	International Disposal Corp of CA	Milpitas	No Authority to Construct
11/27/2023	A9013	International Disposal Corp of CA	Milpitas	No Permit to Operate
11/27/2023	A9013	International Disposal Corp of CA	Milpitas	Failure to Meet Permit Conditions
11/27/2023	A9013	International Disposal Corp of CA	Milpitas	Non-Compliance; Major Facility Review
11/27/2023	A9013	International Disposal Corp of CA	Milpitas	NOx & CO Quarterly Demonstration of Compliance
11/8/2023	A1812	Kirby Canyon Recycling and Disposal Facility	Morgan Hill	Landfill Surface Requirements
11/20/2023	FC438	Kwik Serve Gas & Auto	Morgan Hill	Failure to Meet Permit Conditions
11/20/2023	FC438	Kwik Serve Gas & Auto	Morgan Hill	GDF Phase II Equipment Not Maintained
11/27/2023	A2561	Shoreline Amphitheatre	Mountain View	No Permit to Operate
11/27/2023	A2561	Shoreline Amphitheatre	Mountain View	Non-Compliance; Major Facility Review
11/27/2023	A2561	Shoreline Amphitheatre	Mountain View	Non-Compliance; Major Facility Review
1/4/2024	A9339	San Jose State University	San Jose	No Authority to Construct
1/4/2024	A9339	San Jose State University	San Jose	Failure to Meet Permit Conditions
1/4/2024	A9339	San Jose State University	San Jose	Failure to Meet Permit Conditions
1/4/2024	A9339	San Jose State University	San Jose	Limited Exemption, Low Fuel Usage – Section 9-7-307
1/4/2024	A9339	San Jose State University	San Jose	Limited Exemption, Low Fuel Usage – Section 9-7-307
11/2/2023	B1735	Calstone Company	San Martin	No Authority to Construct
11/2/2023	B1735	Calstone Company	San Martin	No Permit to Operate
10/4/2023	E0481	Kitchen Reface Depot/Logan's Mill	Santa Clara	No Permit to Operate
10/27/2023	A3464	City of Santa Clara	Santa Clara	Landfill Emission Control System Requirement
11/2/2023	A0798	Vantage Data Centers Management Co , LLC	Santa Clara	Non-Compliance; Major Facility Review
11/2/2023	A0798	Vantage Data Centers Management Co , LLC	Santa Clara	Non-Compliance; Major Facility Review
<b>Solano County</b>				
<b>Status Date</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>
10/5/2023	B2626	Valero Refining Company - California	Benicia	Non-Compliance; Major Facility Review
10/30/2023	B2626	Valero Refining Company - California	Benicia	Limited Exemption, Repair Period; Gas Tight Requirement Only
10/31/2023	A0901	Valero Benicia Asphalt Plant	Benicia	Inorganic Gaseous Pollutants; NO2 and CO from Boilers
10/31/2023	B2626	Valero Refining Company - California	Benicia	Organic Compounds Nonrepairable Equipment
12/6/2023	B2626	Valero Refining Company - California	Benicia	Non-Compliance; Major Facility Review
12/20/2023	B2626	Valero Refining Company - California	Benicia	Organic Compounds Requirements for External Floating Roof Tanks
12/20/2023	B5574	Valero Refining Company	Benicia	Organic Compounds Requirements for External Floating Roof Tanks
12/20/2023	B2626	Valero Refining Company - California	Benicia	Non-Compliance; Major Facility Review
10/18/2023	A1995	Solano County Facilities Operations	Fairfield	Failure to Meet Permit Conditions
10/18/2023	A1995	Solano County Facilities Operations	Fairfield	Emission Limits – Spark-Ignited Engines Powered by Fossil Derived Fuel
11/13/2023	A2039	Potrero Hills Landfill, Inc	Suisun City	Landfill Surface Requirements
11/13/2023	A2039	Potrero Hills Landfill, Inc	Suisun City	California Code of Regulations
<b>Sonoma County</b>				
<b>Status Date</b>	<b>Site #</b>	<b>Site Name</b>	<b>City</b>	<b>Regulation Title</b>
10/12/2023	A2254	Republic Services of Sonoma County, Inc	Petaluma	Non-Compliance; Major Facility Review
1/11/2024	A2254	Republic Services of Sonoma County, Inc	Petaluma	No Authority to Construct
1/11/2024	A2254	Republic Services of Sonoma County, Inc	Petaluma	No Permit to Operate
12/11/2023	FC443	SFD	Santa Rosa	Demolition, Renovation, and Removal Requirement

**Closed Notice of Violations with Penalties by County  
October 1, 2023 – December 31, 2023**

**Alameda**

<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>Penalty</b>	<b># of Violations Closed</b>
Ally Builder	FB690	Newark	\$500	1
American Licorice Company	FC448	Union City	\$2,000	1
Au Energy LLC	Z1937	Fremont	\$8,750	5
Bayer US LLC	B2071	Berkeley	\$6,000	4
Berkeley Millwork & Furniture Co	B2691	Oakland	\$4,000	3
East Bay Municipal Utility District	A0591	Oakland	\$20,000	2
ERI	FB756	Hayward	\$500	1
P.W. Stephens Environmental, Inc.	Z0961	Hayward	\$13,500	2
Pious Petroleum LLC	Z8844	Oakland	\$1,800	4
Port of Oakland	FC449	Oakland	\$500	1
Restoration Management Company	Z9686	Hayward	\$500	1
S E Combined Services of California	E0905	Oakland	\$2,250	1
Sadiq Ink.	W0024	Fremont	\$750	2
Shell of Alameda GDF	FA526	Alameda	\$2,000	4

**Total Violations Closed: 32**

**Contra Costa**

Site Name	Site #	City	Penalty	# of Violations Closed
Bhavani Enterprises C/O Abraham	FB858	Pinole	\$500	1
CEMEX Construction Materials Pacific, LLC	A0828	Clayton	\$65,000	1
Chemtrade West US LLC	A0023	Richmond	\$1,150,000	9
First Class Auto Body	FC421	Concord	\$150	1
Foothill Shell	FA114	Danville	\$3,150	2
Griffon Ventures Inc.	Z9392	Alamo	\$750	2
Hari Kalra	FB705	El Sobrante	\$100	1
Mohammed Ahmadi	FB794	Lafayette	\$500	1
Recycling Center And Transfer Station	A9902	Pittsburg	\$1,500	1

**Total Violations Closed: 19**

**Marin**

Site Name	Site #	City	Penalty	# of Violations Closed
Prime Skylark LLC	FB383	Larkspur	\$10,000	4
Redwood Landfill Inc.	A1179	Novato	\$5,000	1
Tamalpais Construction Company	U2750	Mill Valley	\$250	1

**Total Violations Closed: 6**

**Napa**

Site Name	Site #	City	Penalty	# of Violations Closed
Napa State Hospital	A1634	Napa	\$15,500	1

**Total Violations Closed: 1**



**San Francisco**

<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>Penalty</b>	<b># of Violations Closed</b>
San Francisco Public Utilities Commission	A4116	San Francisco	\$8,000	1

**Total Violations Closed: 1**

**San Mateo**

<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>Penalty</b>	<b># of Violations Closed</b>
DNS Construction	FC146	Daly City	\$2,500	3
Sunquest Properties Inc	A5691	Brisbane	\$10,000	1
Union 76	Z6917	Redwood City	\$1,400	3

**Total Violations Closed: 7**

**Santa Clara**

<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>Penalty</b>	<b># of Violations Closed</b>
Alzeta Corporation	E4717	San Jose	\$10,000	2
Anthony Kandahari - Union 76 GDF	FA797	Los Gatos	\$1,200	1
Bayline Demolition	FB933	Gilroy	\$500	1
Cintas Corporation	E3156	Gilroy	\$3,000	1
City of Palo Alto	FB840	Palo Alto	\$3,000	2
City of Sunnyvale	F3152	Sunnyvale	\$3,000	1
Coffee Roasting Club	FC450	Gilroy	\$750	2
Cowboy Painting & Finishing	E1327	San Jose	\$3,000	1
CPA Demolition	Z7661	San Jose	\$5,000	2
Eagle Ridge Golf Club	FA518	Gilroy	\$1,500	1
Gas N' Go	Z6219	San Jose	\$2,250	3
John Patrick Ponders	Z9298	Palo Alto	\$1,000	1

Los Altos 76, Inc - GDF	FA981	Los Altos	\$1,000	1
Meridian Chevron Auto Service	FC197	San Jose	\$200	1
Signature Flight Support	FB657	Santa Clara	\$2,000	1
Valero Refining Co. SS#7263	FC042	San Jose	\$750	1
Westwood Chevron	V5938	Gilroy	\$250	1

**Total Violations Closed: 23**

**Solano**

Site Name	Site #	City	Penalty	# of Violations Closed
Benicia Harbor Corp	Z0868	Benicia	\$1,000	1
Cal Inc	FC209	Vacaville	\$4,500	1
Pauli Systems Inc.	FC334	Fairfield	\$1,000	1

**Total Violations Closed: 3**

**Company Address Outside of the Bay Area**

Site Name	Site #	City	Penalty	# of Violations Closed
BMR Gateway of Pacific, LP	FA670	San Diego	\$81,000	1
BP Products North America	Z9632	Artesia	\$3,000	1
Comcast	FA990	Sacramento	\$1,500	2
Flyers Energy, LLC	FB906	Auburn	\$500	1
Triton Construction	FC225	Santa Cruz	\$500	1

**Total Violations Closed: 6**

**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: April 3, 2024

Re: Public Hearing on Transportation Fund for Clean Air (TFCA) Projects Expenditures  
and Effectiveness for Fiscal Year Ending 2023

RECOMMENDED ACTION

Recommend the Board of Directors hold a public hearing to review Fiscal Year Ending 2023 TFCA 60% Fund expenditures and adopt a determination that they were effective in improving air quality.

BACKGROUND

In 1991, the California State Legislature authorized the Bay Area Air Quality Management District (Air District) to impose a \$4 surcharge on motor vehicles registered within the nine-county Bay Area to fund projects that reduce on-road motor vehicle emissions. Since 1992, the Air District has allocated these funds to its TFCA Program to fund eligible projects and programs. The statutory authority for the TFCA and requirements of the program are set forth in California Health and Safety Code (HSC) Sections 44241 and 44242.

Sixty percent of TFCA funds are awarded by the Air District to eligible projects and programs implemented directly by the Air District (e.g., Spare the Air and Commuter Benefits Program) and through a grant program known as the Regional Fund. The remaining 40% of TFCA funds are forwarded to a designated agency within each Bay Area county.

HSC Section 44241.5 requires that the Board hold a public hearing each year to review the Air District's expenditure of TFCA funds to determine their effectiveness in improving air quality. Additionally, the designated agencies are required to hold one or more public meetings each year to review their expenditure of TFCA funds.

## DISCUSSION

*The Fiscal Year Ending (FYE) 2023 Report on Expenditures and Effectiveness of Transportation Fund for Clean Air Regional Fund Projects and Air District-Sponsored Programs*, found in Attachment 1, evaluated 16 TFCA Regional Fund projects and four Air District-sponsored programs that were completed prior to June 30, 2023. The following are key findings of the FYE 2023 report which demonstrate that TFCA 60% Fund monies spent were effective in improving air quality:

- TFCA funds were allocated to eligible projects and programs, consistent with the legislation that authorizes the TFCA program.
- The TFCA expenditures for projects and programs totaled \$11.78 million, which includes \$8.93 million in Regional Fund projects, \$1.91 million in Air District-sponsored programs, and \$0.95 million in administrative and indirect costs.
- 62% of funds spent went to projects that provided emissions reductions in Priority Communities (i.e., AB 617, SB 535 disadvantaged, and AB 1550 low-income communities).
- During their operational period, the projects and programs reduced criteria pollutant emissions by an estimated 45.59 tons, including 11.80 tons of reactive organic gases (ROG), 9.21 tons of nitrogen oxides (NO<sub>x</sub>), and 24.58 tons of particulate matter (PM<sub>10</sub>) – and reduced emissions of carbon dioxide (CO<sub>2</sub>) by over 29,000 tons.
- These projects and programs achieved a combined weighted average cost-effectiveness of \$148,173 per ton of criteria emissions reduced.

A discussion of the expenditures, emission reductions, and cost-effectiveness of these TFCA Regional Fund projects and Air District-sponsored programs was held at the Policy, Grants, and Technology Committee meeting on February 21, 2024. The Committee voted to recommend that the Board of Directors adopt the proposed determination that the expenditures were effective in improving air quality.

## BUDGET CONSIDERATION/FINANCIAL IMPACT

None. The Air District distributes TFCA monies as “pass-through” funds to public and nonpublic entities. Administrative costs for project staff are provided by the Air District’s TFCA funding.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Hannah Cha  
Reviewed by: Minda Berbeco and Linda Hui

ATTACHMENTS:

1. Fiscal Year Ending 2023 Report on Expenditures and Effectiveness of the TFCA 60% Fund

**FISCAL YEAR ENDING (FYE) 2023  
REPORT ON EXPENDITURES AND EFFECTIVENESS OF THE  
TRANSPORTATION FUND FOR CLEAN AIR (TFCA)  
60% FUND**



**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**375 BEALE STREET, SUITE 600, SAN FRANCISCO, CA 94105**  
**WWW.BAAQMD.GOV**

**FEBRUARY 2024**

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# THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT

The California State Legislature created the Bay Area Air Quality Management District (Air District) in 1955 as the first regional air pollution control agency in the country, recognizing that air pollution transcends political boundaries. The San Francisco Bay Area forms a regional air basin, sharing common geographical features and weather patterns, and therefore similar air pollution burdens, which cannot be addressed by counties acting on their own.

The Air District is the public agency entrusted with regulating stationary sources of air pollution in the nine counties that surround San Francisco Bay: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, southwestern Solano, and southern Sonoma counties.

## BACKGROUND

On-road motor vehicles, including cars, trucks, and buses, constitute the most significant source of air pollution in the San Francisco Bay Area. Vehicle emissions contribute to unhealthy levels of ozone (summertime "smog"), particulate matter, and greenhouse gases. Because of this, emission reductions from the on-road transportation sector are essential to helping the region attain State and Federal ambient air quality standards and meet greenhouse gas reduction commitments.

To protect public health, the California State Legislature enacted the California Clean Air Act in 1988. As part of the requirements, the Air District prepared and adopted the *2017 Clean Air Plan*, which includes transportation control measures, defined as any strategy "to reduce vehicle trips, vehicle use, vehicle miles traveled, vehicle idling, or traffic congestion for reducing motor vehicle emissions," and mobile source measures, which encourage the introduction of newer, cleaner motor vehicle technologies and the retirement of older, more polluting vehicles.

## THE TRANSPORTATION FUND FOR CLEAN AIR

In 1991, the California State Legislature authorized the Department of Motor Vehicles (DMV) to impose a \$4 surcharge on motor vehicles registered within the San Francisco Bay Area to fund projects that reduce on-road motor vehicle emissions. The Air District has allocated these funds to its Transportation Fund for Clean Air (TFCA) to fund eligible projects. The statutory authority for the TFCA and requirements of the program are set forth in California Health and Safety Code (HSC) Sections 44241 and 44242.

Sixty percent of TFCA funds (60% Fund) are awarded by the Air District's Board of Directors (Board) to eligible projects and programs implemented directly by the Air District (e.g., Commuter Benefits, Vehicle Buy-Back, and Spare the Air) and through a grant program known as the Regional Fund. The remaining forty percent of TFCA funds are pass-through funds to a designated agency within each Bay Area county. Each year, the Board adopts cost-effectiveness and other criteria for the evaluation and ranking of project applications for the TFCA Program.

In addition to reducing air pollution, including toxic diesel particulate matter, TFCA-funded projects have other benefits including the following:

- Conserving energy and helping to reduce emissions of carbon dioxide (CO<sub>2</sub>);
- Reducing traffic congestion; and

- Improving physical fitness and public safety by facilitating active modes of transportation such as walking and biking.

**State legislation restricts TFCA funding to the following 11 categories of projects:**

1. Implementation of ridesharing programs
2. Clean fuel school and transit bus purchases or leases
3. Last-mile commuter connection to rail/ferry stations and airports
4. Arterial traffic management
5. Rail-bus integration and regional transit information systems
6. Demonstration of congestion pricing of highways, bridges, and public transit
7. Low-emission vehicle projects
8. A smoking-vehicle program
9. A vehicle buy-back scrappage program
10. Bicycle facility improvement projects
11. Physical improvements that support “smart growth” projects

California HSC Section 44241.5 requires the Board to hold a public hearing annually to review the expenditure of revenues received by the Air District pursuant to Section 44241 to determine their effectiveness in improving air quality. This report serves this purpose.

## FYE 2023 SUMMARY

This report summarizes the *expenditures* and *effectiveness* of the 16 Regional Fund projects and 4 Air District-sponsored programs that were completed<sup>1</sup> as of the end of fiscal year ending (FYE) 2023 – which was June 30, 2023 – and that were not included in previous reports. **Appendix A** lists each of the Regional Fund projects and Air District-sponsored programs that were summarized as part of this report.

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<sup>1</sup> For the purpose of this report, staff considers a project to be “completed” when the Air District accepts and approves the project sponsor’s final invoice, which documents the project sponsor’s expenditure of all eligible project funds and the completion of transportation services or all initial project milestones (e.g., having procured, installed and/or placed all project-related vehicles, equipment, and infrastructure into service). Projects that involve the procurement of equipment/vehicles and construction of infrastructure typically also require continued operation of the funded equipment, vehicles, or infrastructure. These projects may continue to operate for several years after the final invoice is accepted and approved – until the operational and usage requirements are met.

### Key Report Findings for Board Effectiveness Determination

- TFCA funds were allocated to eligible projects and programs, consistent with the legislation that authorizes the TFCA program.
- The TFCA expenditures for projects and programs totaled \$11.78 million. These expenditures include \$8.93 million in Regional Fund projects, \$1.91 million in Air District-sponsored programs, and \$0.95 million in administrative and indirect costs.
- About 62% of funds spent provided mobile source emissions reductions in Priority Communities.<sup>2</sup>
- During their operational periods, the projects and programs reduced criteria pollutant emissions by an estimated 45.59 tons, including 11.80 tons of reactive organic gases (ROG), 9.21 tons of nitrogen oxides (NO<sub>x</sub>), and 24.58 tons of particulate matter (PM<sub>10</sub>) – and reduced emissions of carbon dioxide (CO<sub>2</sub>), by over 29,000 tons.
- These projects and programs achieved a combined weighted average cost-effectiveness of \$148,173 per ton of criteria pollutant emissions reduced.

### EXPENDITURES

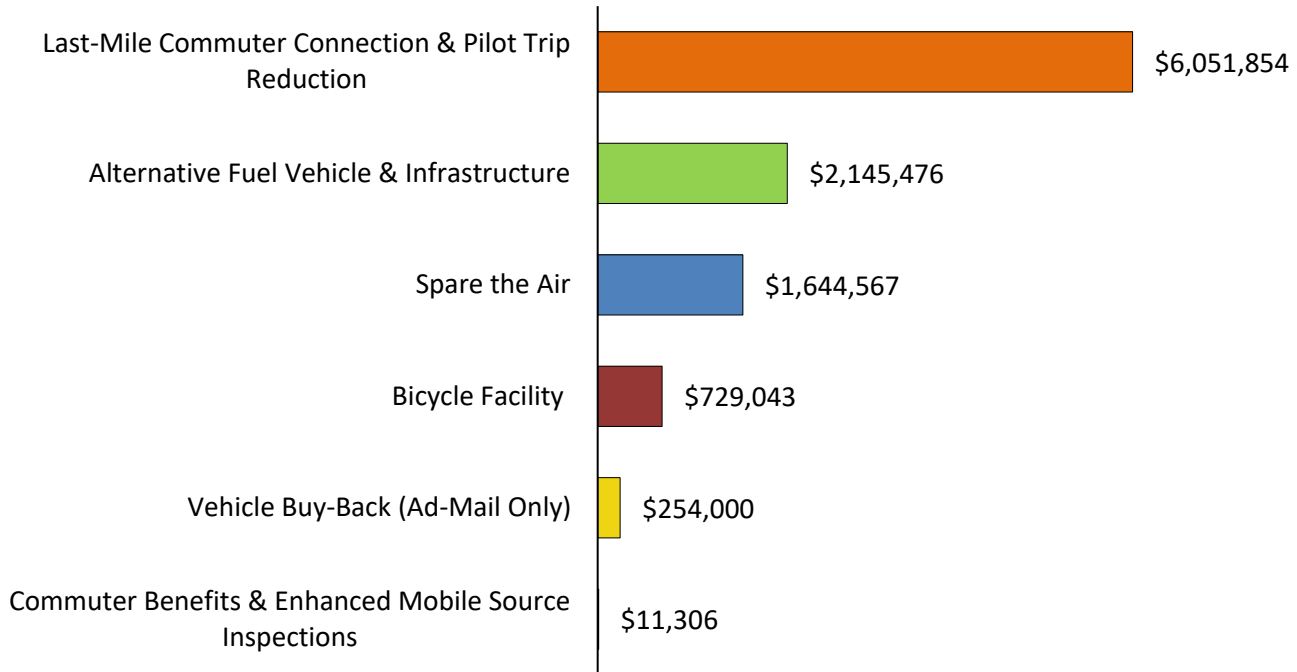
The expenditure of these projects and programs totals approximately \$11.78 million. This total includes \$1.91 million for the programs administered directly by the Air District, \$8.93 million in Regional Fund grants to other organizations, and \$0.95 million in administrative and audit costs associated with the oversight of the TFCA program in FYE 2023. About 62% of funds spent provided mobile source emissions reductions in Priority Communities.<sup>2</sup>

A summary of the expenditures for these TFCA Regional Fund projects and Air District-sponsored programs is shown in **Figure 1**.

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<sup>2</sup> Priority Communities include communities that have been identified through the AB617 process (i.e., West Oakland and East Oakland in Alameda County, Richmond/San Pablo in Contra Costa County, and Bayview-Hunters Point in San Francisco), SB 535 Disadvantaged Communities (DAC), and AB1550 Low-Income Communities (LIC). Regional projects (i.e., 21R01a, 21R01b, 23R02, 23R03, and 19R17) were excluded from this calculation.

**Figure 1. Summary of FYE 2023 Expenditures**



## EFFECTIVENESS

The cost-effectiveness of a project or program is calculated by dividing the amount of TFCA funds assigned to the project (awarded or expended) by the sum of criteria pollutant emissions (ROG, NO<sub>x</sub>, and weighted PM<sub>10</sub>) reduced by the project during its operational period. Therefore, projects with a lower value in cost-effectiveness require fewer TFCA funds to reduce one ton of criteria emissions. In other words, a lower numeric value means that the project is more cost-effective. Typically, cost-effective projects are highly utilized, involve the operation of zero-emission vehicles, are located in densely populated areas or near activity centers or mass transit hubs, and/or are supported with high percentages of matching funds.

Projects and programs included in this report will reduce criteria pollutant emissions over their operational periods by an estimated total of 45.59 tons. This total is the sum of ozone precursors (11.80 tons of ROG and 9.21 tons of NO<sub>x</sub>) and particulate matter (24.58 tons of PM<sub>10</sub>). These projects and programs will also reduce CO<sub>2</sub> emissions over their operational periods by an estimated 29,000 tons.<sup>3</sup>

The combined weighted-average cost-effectiveness of the projects and programs reported for FYE 2023 is \$148,173 per ton of criteria pollutant emissions reduced. The Board-adopted cost-effectiveness limits for these projects and programs range from \$150,000 per ton of criteria pollutant emissions reduced to \$500,000 depending on the project category and the year it was funded. Thus, the resulting combined weighted-average cost effectiveness indicates that these projects and programs are more cost-effective than the average

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<sup>3</sup> Emission reductions reported for criteria pollutants and CO<sub>2</sub> do not include emissions from the Vehicle Buy-Back and Enhanced Mobile Source Inspection.

approved limit. These estimated emissions reductions are also conservative in that many projects continue to operate and reduce emissions even after their operational periods ended; these projects have the potential to be more cost-effective (i.e. lower cost per ton of emissions reduced) in reducing emissions than what is presented in this report.

A summary of expenditures, emission reductions, and cost-effectiveness values by program category is provided in **Table 1**.

**Table 1: Emission Reductions and Cost-Effectiveness by Program Category for Projects and Programs Completed by the End of FYE 2023**

Category	# of Projects	TFCA \$ Expended	% of TFCA \$ Expended	Emissions Reduced (tons) <sup>a</sup>	% of Emissions Reduced	Weighted Cost-Effectiveness (\$/ton) <sup>b</sup>
Bicycle Facility	4	\$729,043	6.73%	4.59	10.07%	\$24,983
Pilot Trip Reduction	1	\$510,783	4.71%	0.00	0%	-\$34,003
Alternative Fuel Vehicle & Infrastructure	4	\$2,145,476	19.80%	2.96	6.50%	\$1,163,462
Commuter Benefits & Enhanced Mobile Source Inspections	2	\$11,306	0.10%	0.80	1.75%	\$14,185
Spare the Air <sup>c</sup>	8	\$7,185,638	66.31%	37.24	81.69%	\$188,509
Vehicle Buy-Back (Ad-Mail Only)	1	\$254,000	2.34%	-	-	-
<b>Total for Projects and Programs<sup>d</sup></b>	<b>20</b>	<b>\$10,836,246</b>	<b>100%</b>	<b>45.59</b>	<b>100%</b>	<b>\$148,173</b>
<b>Administration</b>		<b>\$946,535</b>				

(a) Combined emission reductions of ROG, NO<sub>x</sub>, and PM<sub>10</sub> over project operational period.

(b) Consistent with the current California Air Resources Board methodology to calculate cost-effectiveness for the Carl Moyer Program (CMP), PM emissions were weighted by a factor of 20 to account for their harmful impacts on human health.

(c) Spare the Air emission reduction includes last-mile commuter connections.

(d) Totals may vary due to rounding.

The combined weighted-average cost-effectiveness of the projects and programs reported in FYE 2023 is an 10% increase from FYE 2022, meaning that the projects closed out in FYE 2023 were more cost-effective than the previous year. The variation of combined weighted-average cost-effectiveness from year to year is also due to that fact that different types of projects that have different cost-effectiveness limits were completed and included in the cost-effectiveness evaluation each year.

One of the Regional Fund projects listed in Appendix A did not meet the cost-effectiveness threshold of its respective program at the conclusion of its operational period. Below is a discussion on the performance of this project, which resulted in a higher-than-expected cost-effectiveness value.

<b>Project Sponsor:</b> Union City Transit	<b>Project #:</b> 19R22
<b>Project Description:</b> Union City Transit Microtransit Pilot to Union City Central Business District	<b>Final Weighted Cost-Effectiveness:</b> -\$34,003,622
<p><b>Discussion:</b> The project was evaluated in 2020 and Board approved for a higher cost-effectiveness of \$500,000. The project was estimated to have a weighted cost-effectiveness of \$500,000. The project operational period began in calendar year 2021 when transit ridership still had not recovered due to the pandemic. The service continued to operate for about a year and a half. Due to sustained low participation rate the resulting project did not reduce any emissions.</p>	

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## APPENDIX A: TFCA REGIONAL FUND PROJECTS AND AIR DISTRICT-SPONSORED PROGRAMS

Project #	Project Sponsor	Project Description	Weighted Cost-Effectiveness (per ton)	TFCA Funds Expended
16EV003	Powertree Services Inc.	Install 39 single-port level 2 charging stations (with solar) in San Francisco	\$499,736	\$234,000
16EV039	City of Lafayette	Install 2 single-port and 1 dual-port Level 2 charging stations in Lafayette	\$250,000	\$12,000
17R28	City of San Jose	Install 26 electronic bicycle lockers containing 104 bicycle parking spaces in San Jose	\$242,901	\$208,000
17EV018	Los Altos School District	Install and operate 182 single port level 2 (high) and 8 DC Fast charging stations with solar at 9 workplace facilities in Los Altos, Mountain View, and Los Altos Hills	\$413,726	\$1,166,924
18R15	City of San Rafael	Install 0.87 miles of Class I bikeway in San Rafael	\$6,050.72	\$162,374
18R17	East Bay Regional Park District	Install 0.45 miles of Class I bikeway in Rodeo	\$250,000	\$138,669
19R17	Metropolitan Transportation Commission	511 Vanpool Program/511 Carpool Program	N/A*	\$2,997,645
19R22	Union City Transit	Union City Transit Microtransit Pilot to Union City Central Business District	-\$34,003,622 <sup>a</sup>	\$510,783
20R06	Presidio Trust	PresidiGO Downtown Shuttle	N/A*	\$120,000
20R15	City of San Leandro	Install 0.26-mile Class IV Bike Lanes on Fairmont Drive in San Leandro	\$500,000	\$220,000
20R18	Associated Students, San Jose State University	SJSU Trip Reduction	N/A*	\$98,100

Project #	Project Sponsor	Project Description	Weighted Cost-Effectiveness (per ton)	TFCA Funds Expended
21R09	Associated Students, San Jose State University	SJSU Ridesharing & Trip Reduction	N/A*	\$186,666
21R10	Presidio Trust	PresidiGO Downtown Shuttle	N/A*	\$240,000
21R11	Santa Clara Valley Transportation Authority	Altamont Commuter Express (ACE) Shuttle Bus Program	N/A*	\$1,818,660
21R12	San Joaquin Regional Rail Commission	Pleasanton Connector Shuttles	N/A*	\$80,000
21SBP211	Menlo Park City School District	Menlo Park City School District school bus and infrastructure (TFCA match funding for the replacement of 2 diesel school buses with electric)	N/A	\$732,552
<b>16 Regional Fund Projects</b>			<b>Subtotal of Regional Fund Projects:</b>	<b>\$8,926,374</b>

Project #	Project Sponsor	Project Description	Weighted Cost-Effectiveness (per ton)	TFCA Funds Expended
23R01a	BAAQMD	FYE 2023 Commuter Benefits Enforcement	N/A	\$0
23R01b	BAAQMD	FYE 2023 Enhanced Mobile Source Inspection	not determined <sup>b</sup>	\$11,306
23R02	BAAQMD	FYE 2023 Admail for Vehicle Buy-Back <sup>c</sup> (TFCA portion)	N/A	\$254,000
23R03	BAAQMD	FYE 2023 Spare the Air	\$188,509 <sup>d</sup>	\$1,644,567

<b>4 Air District-Sponsored Programs</b>				<b>Subtotal of Air District-Sponsored Programs:</b>	<b>\$1,909,872</b>
<b>23R00</b>	BAAQMD	FYE 2023 Administration <sup>e</sup>		N/A	\$946,535
<b>Subtotal of Administration Expenditures for Regional Fund Projects and Air District-Sponsored Programs:</b>					<b>\$946,535</b>
				<b>Grant Total:</b>	<b>\$11,782,781</b>

\* Last-mile Commuter Connections were evaluated as part of Spare the Air.

(a) Project or program did not meet the cost-effectiveness limit that was adopted by the Board for the year that the project was approved.

(b) Cost-effectiveness cannot be determined due to no survey responses during the pandemic.

(c) Total FYE 2023 program cost (which includes funds from CMP, MSIF, and TFCA) is \$2,849,338.63

(d) Spare the Air emission reduction includes last-mile commuter connections.

(e) Sixty percent of the total administrative and audit costs expended in FYE 2023.

**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: April 3, 2024

Re: Authorization to Execute a Contract Amendment with Metropolitan Group, LLC

RECOMMENDED ACTION

Recommend the Board of Directors (Board) authorize the Executive Officer/APCO to execute an amendment to an existing professional services contract with Metropolitan Group, LLC to support District-wide Environmental Justice Action Plan and to align it with the District's strategic planning process and further recommend the Board authorize the Executive Officer/APCO to extend the term from March 31, 2024 to November 30, 2024 and increase the maximum contract amount by \$250,430, from \$299,109 to \$549,539.

BACKGROUND

The Community Engagement Division leads the development of EJ-forward policy and forges partnerships with impacted communities in the Bay Area to assist the District in supporting the air quality needs of those communities. Headed by the Environmental Justice and Community Engagement Officer, the Division also has primary responsibility for the implementation of AB 617 and supports the work of the Community Advisory Council (CAC), among other EJ and community initiatives. A key priority of the District, including its the CAC, is the development of a District-wide EJ Action Plan that centers Environmental Justice throughout the District's work. To that end, nearly two years ago, the District entered into a sole source contract with Metropolitan Group, a consulting firm with extensive experience advising government environmental agencies and pivoting them towards justice and equity. For over a year, Metropolitan Group's Executive Vice President, Vernice Miller-Travis, has worked with staff and CAC members to develop and strengthen relationships as well as build mutual trust, which is essential for Environmental Justice work. The Executive Office and Community Engagement seeks to continue work with Vernice Miller-Travis and the Metropolitan Group to align the ongoing EJ action planning with the strategic planning process. More specifically, Miller-Travis will continue working with the Board of Directors, Executive Management, the Community Advisory Council, and Directors/Managers in conducting evaluations and assessments, workshop development, and in planning.

## DISCUSSION

Staff originally pursued this sole source contract to solicit Miller-Travis's unparalleled expertise in Environmental Justice. Ms. Miller-Travis is considered one of the titans of the national EJ movement, having founded one of the first EJ advocacy groups in the country, WE ACT for Environmental Justice in Harlem. She served for many years on USEPA's National Environmental Justice Advisory Council, including its first seating in 1994. She specializes in local, state, and national environmental policy development, sustainable economic development strategies and community revitalization, brownfields revitalization, and land-use planning. Vernice Miller-Travis has been working as an Environmental Justice consultant for various nationally renowned legal organizations for decades. Advising the Lawyers' Committee for Civil Rights, she co-wrote (with the former Deputy Executive Officer Veronica Eady) a report on the status of EJ for the Obama Transition Team entitled, "Now is the Time," which assessed the federal government's role in advancing Environmental Justice and identifying opportunities for the Obama Administration to make Environmental Justice a reality for thousands of communities across the country.

Ms. Miller-Travis's rich body of work has allowed her over the years to build relationships with Bay Area community advocates, including Ms. Margaret Gordon, one of the CAC co-chairs and the District's AB 617 partner in West Oakland. Given that the District is on the cusp of undertaking its first strategic planning effort in decades, it is serendipitous that Ms. Miller-Travis and the Metropolitan Group have been able to familiarize themselves with the District and build trusted relationships with community members. Although this is a sole source contract, the nature of the work requires the experience and expertise of Vernice Miller-Travis and Met Group to foster this trust. The District would be unable to hire another consultant with these qualifications or that could otherwise undertake the work necessary to build trust in time to align the community-based work with the strategic planning process.

Amendment 4 to Met Group's existing contract modifies its term, scope of work, cost schedule and further includes travel policy provisions. The overall contract budget will increase from \$299,109 to \$549,539. The additional funding allows the Metropolitan Group, LLC to provide the following support: continue capacity building and advising of EJ Policy Ad Hoc members; and aligning the Environmental Justice Action plan with the District's Strategic Planning process. Met Group will also create a visionary document that summarizes how the District transformed itself into one that is centered on Environmental Justice and the lessons learned and develop a one-day workshop with the EJ Policy Ad Hoc, Division Directors, DEOs and Air District staff.

## BUDGET CONSIDERATION/FINANCIAL IMPACT

The total amount of the requested Amendment is an amount not to exceed \$549,539, of which \$250,430 is being added to the contract. Funding for the amended contract is included in the FYE 2024 budget for the Community Engagement Office.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Diana Ruiz  
Reviewed by: Suma Peesapati

ATTACHMENTS:

1. Metropolitan Group 2021.073 Amendment 1
2. Metropolitan Group 2021.073 Amendment 2
3. Metropolitan Group 2021.073 Amendment 3
4. Metropolitan Group 2021.073 Amendment
5. Draft- Metropolitan Group 2021.073

**AMENDMENT NO. 1 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2021.073**

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, August 25, 2022.

**RECITALS:**

1. The Bay Area Air Quality Management District (“DISTRICT”) and **Metropolitan Group, LLC** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract for the development of an Environmental Justice (EJ) Strategy, provide strategic counsel and relationship building activities (the “Contract”), which Contract was executed on behalf of CONTRACTOR on October 8, 2021, and on behalf of DISTRICT on October 27, 2021.
2. The PARTIES seek to amend the term, Scope of Work, and Cost Schedule to the Contract because the DISTRICT seeks to update and modify the services received from CONTRACTOR prescribed in the Contract and CONTRACTOR desires to provide those updated services.
3. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 4, “Term.” The term of the Contract shall be extended so that the termination date of the Contract is now February 28, 2023.
2. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment A, Scope of Work, with the attached “Attachment A-1, Scope of Work” and agree that all references in the Contract to Attachment A shall be deemed to refer to Attachment A-1, Scope of Work.
3. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment B, Cost Schedule, with the attached “Attachment B-1, Cost Schedule” and agree that all references in the Contract to Attachment B shall be deemed to refer to Attachment B-1, Cost Schedule.


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

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

METROPOLITAN GROUP

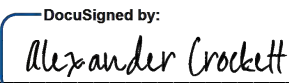
By:    
 5D7BA5BC138D4C0  
 Sharon Landers  
 Interim Executive Officer/APCO

By:    
 Yvonne Tengwall  
 Chief Operating Officer

Date: 10/24/2022

Date: 10/8/2022

Approved as to form:  
District Counsel

By:  10/24/2022  
 B5AE1A26FCA4453  
 Alexander G. Crockett  
 District Counsel



## ATTACHMENT A-1

### SCOPE OF WORK

CONTRACTOR shall support the development of an Environmental Justice (EJ) Strategy, provide strategic counsel and relationship building activities, and develop an EJ training curriculum for DISTRICT. CONTRACTOR's work will be led by Metropolitan Group's () Executive Vice President for Environmental and Social Justice, Vernice Miller-Travis, and Of Counsel - EJ Subject Matter Expert, Jacqui Patterson.

#### **Task 1: Initial Kickoff, Project Work Planning and Oversight**

1. CONTRACTOR shall conduct a Board of Directors presentation on December 1, 2021 to provide an overview of the scope of work and to conduct a dialogue between Vernice Miller-Travis and DISTRICT's Senior Deputy Executive Officer Veronica Eady about the challenges the DISTRICT is facing regarding Power Sharing and Partnerships, and how they can be addressed.
2. CONTRACTOR shall conduct between one (1) and three (3) meetings with the DISTRICT's project team leads ("Core Team") to review the scope of work and budget and make adjustments to align the project tasking and level of effort with current agency needs. (Project activities pre-6/30/22.)
3. CONTRACTOR shall conduct a meeting and presentation with the DISTRICT's management, including: Environmental Justice Officer and Deputy Executive Officer of Policy and Equity to provide an overview of scope of work, including the plan to conduct an EJ Assessment. CONTRACTOR assumes this will be a 1-hour meeting and presentation.
4. CONTRACTOR shall conduct an initial conference call with the Community Advisory Council (CAC) Co-Chairs and shall join a subsequent CAC meeting to provide an overview of the scope of work, including the plan to conduct an EJ Assessment and any support/engagement planned directly with the CAC. CONTRACTOR assumes a 60-minute conference call with the CAC Co-Chairs and 30-minute presentation to the CAC, as a whole.
5. CONTRACTOR shall conduct one (1) project update conversation with the DISTRICT's Board of Directors in or around December 2022. CONTRACTOR assumes up to a 30-minute slot during a regularly scheduled Board meeting.

#### *Deliverables<sup>1</sup>:*

- One (1) Presentation for Board of Directors (December 2021)
- One (1) to three (3) meetings with the DISTRICT project team to review scope of work and budget; incl. internal prep and setup activities to support initial project launch (activities pre-6/30/22)
- One (1) Presentation for District management, Environmental Justice Officer, and Deputy Executive Officer for Policy and Equity.
- One (1) Presentation to the Community Advisory Council.
- One (1) project update conversation with the Board of Directors.

#### **Task 2: Design and Conduct an EJ Assessment to Support the CAC's refinement of the draft EJ Policy**

CONTRACTOR shall collaborate with the DISTRICT and with a sub-committee of the CAC to conduct an

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<sup>1</sup> These meetings may be conducted via Zoom or another virtual platform. The scope assumes no travel expenses.

EJ assessment of DISTRICT, with specific focus on the Community Engagement department's draft EJ Policy Outline as an entry point to conducting a broader EJ and community engagement assessment of the DISTRICT. This process is expected to take approximately 12 months.

To this end, the CONTRACTOR shall:

1. Provide one (1) informational session to help orient CAC members to the EJ Assessment process and answer questions and to assess interest in joining a special sub-committee prior to the formation of the committee. Then, CONTRACTOR shall attend a Fall 2022 CAC meeting to present the scope of work to the full CAC (Task 1.4).
2. Meet one (1) to three (3) times with the CAC sub-committee over the course of about 6 months to:
  - Gather their insights and recommendations on process for the EJ Assessment,
  - Report on initial findings, collaborate on analysis, interpretation, and recommendations development (as relevant), and
  - Facilitate discussions on the implications of the EJ Assessment findings for the sub-committee's comment, and to receive the sub-committee's recommendations on the EJ Policy and to discuss the sub-committee's role in informing implementation of the EJ Policy (e.g., identifying internal and external aspects of the EJ Policy and the role of the CAC in implementation of the external aspects).
3. Conduct an initial review of key existing relevant materials from DISTRICT including existing documents related to diversity, equity, and inclusion, EJ, and community engagement. CONTRACTOR assumes materials will be provided by DISTRICT and has budgeted for a total of eight (8) hours for review time.
 

\*\*Subject to potential modification through a future contract amendment, based on discussion with CAC sub-committee.
4. Develop a draft framework to guide the EJ Assessment (aligned with the framework of the EJ Policy Outline where possible) as well as a proposed schedule and process ahead of the first meeting of the CAC's sub-committee. CONTRACTOR shall workshop these documents with the sub-committee during the first meeting to get the sub-committee's input and guidance on how to tailor and align the assessment appropriately.
 

\*\*Subject to potential modification through a future contract amendment based on discussion with CAC sub-committee.
5. Conduct initial discovery in service of a subsequent EJ Assessment Report based on the assessment framework and process informed by the CAC sub-committee's input. That initial discovery could include:
  - Conduct additional materials review, as relevant.
  - Conduct deep listening through interviews with other critical stakeholders—including internal as well as key external partners, community members and environmental justice advocates to inform the EJ strategy and identify ways to strengthen the public engagement process with EJ stakeholders. This task shall include one (1) to ten (10) half-hour interviews with identified staff, board members and external stakeholders. CONTRACTOR assumes DISTRICT will identify key interviewees that can offer a range of perspectives.
  - Conduct one (1) to two (2) focus groups on topics of specific interest in the assessment.
  - Attend one (1) to two (2) DISTRICT Board of Directors meetings or CAC meetings to listen and hear about the perceptions of the EJ, equity, and DEI issues at play within

the DISTRICT, as well as opportunities and challenges regarding implementation of an effective EJ strategy.

*Deliverables:*

- Attend regular (one 1 to 3) meetings with the CAC sub-committee.
- Conduct initial review of background materials; deliver draft framework to CAC sub-committee.
- Conduct stakeholder interviews (1 to 10)
- Conduct one (1) to two (2) focus groups
- Attend one (1) to two (2) DISTRICT Board of Directors meetings or CAC meetings

**Task 3: Support for an Internal Title VI Investigatory Process**

CONTRACTOR shall support the Title VI Investigatory Process. Tasks could include:

1. Assist with level-setting about Title VI obligations and compliance responsibilities via a presentation to appropriate staff and decision-makers at the DISTRICT. The presentation and subsequent facilitated discussion could address:
  - DISTRICT's independent federal statutory civil rights compliance obligations and non-discrimination mandates
  - Broader presentation on how Title VI relates to the DISTRICT's mission
  - Walk through stages of a Title VI investigation and identify staff capacities or lack thereof
  - Provide contextual understanding of what are the Title VI issues related to specific facility permit applications
  - Facilitated discussion for participants to identify key issues, knowledge gaps, or sticking points that the DISTRICT needs to address to be in compliance with Title VI going forward.
2. Upon DISTRICT request and in accordance with DISTRICT's contracting requirements, identify a recommended Subject Matter Expert who has experience conducting independent Title VI investigations. DISTRICT staff will be responsible for evaluating and determining whether to contract with the recommended Subject Matter Expert.

Tasks an independent Subject Matter Expert and subcontractor could assist with include:

- Meeting with the DISTRICT EJ and Civil Rights Officers to understand the scope of the staff survey needed and to develop a Title VI and civil rights training plan.
- Develop and conduct a review to assess findings on the allegation of discrimination.
- Develop findings and present to the DISTRICT.

As remaining budget following the identification of the contractor allows, CONTRACTOR's tasks following the hire of the Subject Matter Expert by the DISTRICT could include:

- Attending a kickoff meeting with the Subject Matter Expert and the DISTRICT.
- Providing limited document review and/or advising to complement the work of the Subject Matter Expert.

*Deliverables:*

- Presentation and facilitated discussion on Title VI obligations and compliance responsibilities.
- Provide a recommendation regarding a Subject Matter Expert for Title VI investigations.
- As requested, deliverables associated with the sub-contractors' work on Task 3.2 (e.g., a review plan for investigation and a findings report).

**Task 4: Project Oversight and Collaboration with the DISTRICT Core Team**

1. CONTRACTOR shall convene bi-weekly meetings with the Core Team to assess overall progress on the Contract, troubleshoot issues and make course corrections as needed. CONTRACTOR shall schedule meetings, develop meeting agendas, take meeting notes or provide summaries in coordination with DISTRICT staff.

*Deliverables:*

- Meeting agendas and notes/summaries (primarily delivered via email)

**Task 5: Project Management**

1. CONTRACTOR shall provide ongoing project management including but not limited to internal and external scheduling, management of budget and work plan.
2. CONTRACTOR shall manage billing and invoicing according to the terms of the Contract.

*Deliverables:*

- Ongoing Project Management, to be broken out monthly per contract terms

**ATTACHMENT B-1****COST SCHEDULE**

DISTRICT will pay CONTRACTOR for the work outlined in Attachment A, Scope of Work, according to the payment table below, up to a maximum amount of \$90,000. Payment for tasks 1-3 will be made upon completion of each task as shown in the table below and in accordance with Section 8 (“Payment”) of this Contract. Payment for task 4 and 5 will be made in six (6) installments of \$\$3,054 per month. Each installment will be made along with the payment made upon completion of each of the tasks and subtasks itemized in the table below. Payments will be made in accordance with Section 8 (“Payment”) of the Contract.

<b>Activity</b>	<b>Payment</b>
<b>Task 1: Initial Kickoff, Project Work Planning and Oversight</b>	
<ul style="list-style-type: none"> <li>● Presentation for Board of Directors</li> </ul>	\$963
<ul style="list-style-type: none"> <li>● Project scoping, work planning, internal, and client communication, and Project Management (11/30/21 - 6/30/22)</li> </ul>	\$10,501
<ul style="list-style-type: none"> <li>● Presentation on scope for District management, Environmental Justice Officer, and Deputy Executive Officer for Policy and Equity</li> </ul>	\$1,770
<ul style="list-style-type: none"> <li>● Presentation to the Community Advisory Council</li> </ul>	\$1,770
<ul style="list-style-type: none"> <li>● December 2022 Presentation to Board of Directors to update on progress since December 2021 Presentation</li> </ul>	\$1,588
<b>Task 2: Initial Discovery to Support an EJ Assessment and the CAC’s refinement of the draft EJ Policy</b>	
<ul style="list-style-type: none"> <li>● Regular (1 to 3) meetings with the CAC sub-committee</li> </ul>	\$3,063.33 up to \$9,190
<ul style="list-style-type: none"> <li>● Conduct initial review of background materials; deliver draft framework to CAC sub-committee; subsequent materials review</li> </ul>	\$8,416
<ul style="list-style-type: none"> <li>● Conduct stakeholder interviews (1 to 10)</li> </ul>	\$1,081.30 per interview up to \$10,813
<ul style="list-style-type: none"> <li>● Conduct one (1) to two (2) focus groups</li> </ul>	\$6,032.50 up to \$12,065

<ul style="list-style-type: none"> <li>Attend one (1) to two (2) board meetings or CAC meetings</li> </ul>	\$2,005 per meeting up to \$4,010
<b>Task 3: Support for an Internal Title VI Investigatory Process</b>	
<ul style="list-style-type: none"> <li>Presentation and facilitated discussion on Title VI obligations and compliance responsibilities.</li> </ul>	\$6,280
<ul style="list-style-type: none"> <li>Provide Subject Matter Expert recommendation. As requested, deliverables associated with the sub-contractors' work on Task 3.2 (e.g., a review plan for investigation and a findings report)</li> </ul>	\$4,310
<ul style="list-style-type: none"> <li>*Subcontractor payment estimated at \$15,000</li> </ul>	(Not included)
<b>Task 4: Project Oversight and Collaboration with the DISTRICT Core Team</b>	\$6,895
<b>Task 5: Project Management</b>	\$11,429
<b>ESTIMATED TOTAL COST</b>	<b>\$90,000</b>

**Total cost of Contract not to exceed \$90,000.**

**AMENDMENT NO. 2 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2021.073**

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, January 11, 2023.

**RECITALS:**

1. The Bay Area Air Quality Management District (“DISTRICT”) and **Metropolitan Group, LLC** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract for the development of an Environmental Justice (EJ) Strategy, provide strategic counsel and relationship building activities (the “Contract”), which Contract was executed on behalf of CONTRACTOR on October 8, 2021, and on behalf of DISTRICT on October 27, 2021.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated August 25, 2022, for reference purposes only, to amend the term, Scope of Work, and Cost Schedule of the Contract.
3. The PARTIES mutually seek to extend the term to the Contract to allow additional time for the completion of the tasks prescribed in the Contract.
4. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**


1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 4, “Term.” The term of the Contract shall be extended so that the termination date of the Contract is now June 30, 2023.
2. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

METROPOLITAN GROUP

By: DocuSigned by:  
*Sharon Landers*  
Sharon L. Landers  
Interim Executive Officer/APCO

By:   
Yvonne Tengwall  
Chief Operating Officer

Date: 2/3/2023

Date: 01/20/2023

Approved as to form:  
District Counsel

By: DocuSigned by:  
*Alexander Crockett* 1/26/2023  
Alexander G. Crockett  
District Counsel



**AMENDMENT NO. 3 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2021.073**

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, May 24, 2023.

**RECITALS:**

1. The Bay Area Air Quality Management District (“DISTRICT”) and **Metropolitan Group, LLC** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract for the development of an Environmental Justice (EJ) Strategy, provide strategic counsel and relationship building activities (the “Contract”), which Contract was executed on behalf of CONTRACTOR on October 8, 2021, and on behalf of DISTRICT on October 27, 2021.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated August 25, 2022, for reference purposes only, to amend the term, Scope of Work, and Cost Schedule of the Contract.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated January 11, 2023, for reference purposes only, to extend the term of the Contract.
4. The PARTIES mutually seek to amend the term, total cost, Scope of Work, and Cost Schedule to the Contract because the DISTRICT seeks additional services from CONTRACTOR prescribed in the Contract and CONTRACTOR desires to provide those additional services.
5. The PARTIES mutually seek to incorporate DISTRICT’s Contractor Travel policy into the Contract.
6. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 4, “Term.” The term of the Contract shall be extended so that the termination date of the Contract is now June 30, 2024.

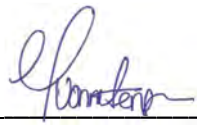
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, "Payment," of the Contract to replace "\$90,000" with "\$299,109."
3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$90,000" with "\$299,109."
4. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment A-1, Scope of Work, with the attached "Attachment A-2, Scope of Work" and agree that all references in the Contract to Attachment A shall be deemed to refer to Attachment A-2, Scope of Work.
5. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment B-1, Cost Schedule, with the attached "Attachment B-2, Cost Schedule" and agree that all references in the Contract to Attachment B shall be deemed to refer to Attachment B-2, Cost Schedule.
6. By this Contract Amendment, DISTRICT and CONTRACTOR attach hereto Attachment C, Contractor Travel Policy, and agree that all references in the Contract to Attachment C shall be deemed to refer to Attachment C, Contractor Travel Policy.
7. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

METROPOLITAN GROUP

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

By:   
\_\_\_\_\_  
Yvonne Tengwall  
Chief Operating Officer

Date: 8/8/2023

Date: 06/30/2023

Approved as to form:  
District Counsel

By: DocuSigned by:  
*Alexander Crockett* 8/7/2023  
\_\_\_\_\_  
Alexander G. Crockett  
District Counsel

## ATTACHMENT A-2

### SCOPE OF WORK

CONTRACTOR shall support the development of an Environmental Justice (EJ) Strategy, provide strategic counsel and relationship building activities, and develop an EJ training curriculum for DISTRICT. CONTRACTOR's work will be led by Metropolitan Group's (Met Group's) Executive Vice President for Environmental and Social Justice, Vernice Miller-Travis, and Of Counsel - EJ Subject Matter Expert, Jacqui Patterson.

#### **Task 1: Initial Kickoff, Project Work Planning and Oversight**

1. CONTRACTOR shall conduct a Board of Directors presentation on December 1, 2021 to provide an overview of the scope of work and to conduct a dialogue between Vernice Miller-Travis and DISTRICT's Senior Deputy Executive Officer, Veronica Eady, about the challenges the DISTRICT is facing regarding Power Sharing and Partnerships, and how they can be addressed.
2. CONTRACTOR shall conduct between one (1) and three (3) meetings with the DISTRICT's project team leads ("Core Team") to review the scope of work and budget and make adjustments to align the project tasking and level of effort with current agency needs. (Project activities pre-6/30/22.)
3. CONTRACTOR shall conduct a meeting and presentation with the DISTRICT's management, including: Environmental Justice Officer and Deputy Executive Officer of Policy and Equity to provide an overview of scope of work, including the plan to conduct an EJ Assessment. CONTRACTOR assumes this will be a 1-hour meeting and presentation.
4. CONTRACTOR shall conduct an initial conference call with the Community Advisory Council (CAC) Co-Chairs and shall join a subsequent CAC meeting to provide an overview of the scope of work, including the plan to conduct an EJ Assessment and any support/engagement planned directly with the CAC. CONTRACTOR assumes a 60-minute conference call with the CAC Co-Chairs and 30-minute presentation to the CAC, as a whole.
5. CONTRACTOR shall conduct one (1) project update conversation with the DISTRICT's Board of Directors in or around December 2022. CONTRACTOR assumes up to a 30-minute slot during a regularly scheduled Board meeting.

#### *Deliverables<sup>1</sup>:*

- One (1) Presentation for Board of Directors (December 2021) [COMPLETED and billed to Cost Schedule B-1]
- One (1) to three (3) meetings with the DISTRICT project team to review scope of work and budget; including internal prep and setup activities to support initial project launch (activities pre-6/30/22) [COMPLETED and billed to Cost Schedule B-1]
- One (1) Presentation for DISTRICT management, Environmental Justice Officer, and Deputy Executive Officer for Policy and Equity. [COMPLETED and billed to Cost Schedule B-1 IN APRIL 2023 - DISCUSSION WITH PHILIP FINE]
- One (1) Presentation to the CAC. [COMPLETED and billed to Cost Schedule B-1]
- One (1) project update conversation with the Board of Directors to be scheduled in July over Zoom. [TO BE COMPLETED PRIOR TO THE JULY 2023 BOARD MEETING, INVOICE FROM THIS TASK TO BE PAID FROM ORIGINAL \$90,000 COST SCHEDULE B-1]

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<sup>1</sup> These meetings may be conducted via Zoom or another virtual platform. The scope assumes no travel expenses.

**Task 2: Shared Learning (e.g., Phase 1), Landscape Analysis, and Support For Familiarization Of The EJ Action Plan With The EJ Ad Hoc Committee, Division Leadership, and Executive Leadership.**

CONTRACTOR shall collaborate with the DISTRICT and with a sub-committee of the CAC to conduct an EJ assessment of DISTRICT, with specific focus on the Community Engagement department's draft EJ Policy Outline as an entry point to conducting a broader EJ and community engagement assessment of the DISTRICT.

To this end, the CONTRACTOR shall:

Provide one (1) informational session to help orient CAC members to the EJ Assessment process and answer questions and to assess interest in joining a special sub-committee prior to the formation of the committee. Then, CONTRACTOR shall attend a Fall 2022 CAC meeting to present the scope of work to the full CAC (Task 1.4). [COMPLETED and billed to Cost Schedule B-1]

**Task 2a**

CONTRACTOR shall conduct a series of facilitated conversations with 1) key DISTRICT leadership (Executive Officer (EO/APCO), Deputy Executive Officers (DEOs) and Division Directors) and 2) DISTRICT staff (technical and DEI advisor) to assess priorities, capacity building needs around EJ and proposed draft EJ Action plan.

**Task 2b**

CONTRACTOR shall advise EJ Ad Hoc members on how to approach conversations with DISTRICT Division Directors about their concerns and priorities. CONTRACTOR shall provide talking points, agendas and/or other conversation aids.

**Task 2c**

CONTRACTOR shall facilitate conversation with EJ Ad Hoc and DISTRICT Division Directors (Compliance & Enforcement, Engineering, Rules, and Legal) to discuss community concerns and priorities.

**Task 2d**

CONTRACTOR shall undertake a series of activities designed to refine the updated EJ Action Plan and familiarize the CAC, Community Equity, Health, and Justice Committee (CEHJ), and DISTRICT Board of Directors with the draft plan. CONTRACTOR will support and advise DISTRICT staff how best to align and revise EJ Action Plan to incorporate EJ in the strategic planning process. CONTRACTOR shall make recommendations about how to proceed strategically inside the DISTRICT to build the capacity around EJ and create policy goals (tied to the proposed draft EJ Action Plan) to inform the DISTRICT's strategic planning process.

**Task 2e**

CONTRACTOR shall present recommendations to EJ Ad Hoc members. Recommendations will inform how best to incorporate EJ into the DISTRICT's strategic planning process.

To this end, the CONTRACTOR shall conduct a range of internal activities, EJ Ad Hoc Support activities, and consultant research and recommendations activities:

*Internal Activities:*

1. Develop supporting materials (e.g., a process diagram, messaging points and facilitation questions) to support internal engagement and familiarizing the DISTRICT with the EJ Action Plan

development process and identify how the EJ Action Plan can inform what is incorporated into the Strategic Plan from an EJ perspective.

2. Facilitate three to five (3 to 5) conversations with key DISTRICT decision-makers (e.g., Philip Fine and Alexander “Sandy” Crocket).
3. Provide one (1) update to the DISTRICT Board of Directors.
4. Facilitate four (4) conversations with the DISTRICT DEOs and Division Directors to familiarize them with the draft EJ Action Plan, get their input on the draft EJ Action Plan and prepare the Division Directors for engagement with EJ Ad Hoc Committee workgroups.
5. Facilitate a range from six to eight (6 to 8) conversations with key DISTRICT technical staff that include DEI advisor and Human Resources.

*EJ Ad Hoc Support Activities:*

6. Provide counsel to prepare EJ Ad Hoc Committee workgroups to effectively engage with DISTRICT leadership. Inform design and approach facilitated conversations for the EJ Ad Hoc Committee workgroups to meet directly with DISTRICT Division leaders, staff, and Executive Leadership (e.g., Philip Fine and Veronica Eady) to examine three focus areas, build relationships, identify allies and champions, and jointly identify considerations that could inform development of the EJ Action Plan.
7. Conduct up to three (3) coaching sessions with EJ Ad Hoc, as part of the EJ Ad Hoc meetings, on strategic planning and desired goals, and communications coaching on engaging decision makers
8. Advise DISTRICT staff on the creation of up to two (2) EJ Ad Hoc Committee agendas per month.
9. Attend/co-facilitate approximately one (1) EJ Ad Hoc Committee meeting per month.
10. Review meeting notes for up to two (2) EJ Ad Hoc Committee meetings per month and provide feedback as requested by DISTRICT.

*Consultant Research and Recommendations Activities:*

11. Meet one (1) to three (3) times with the CAC sub-committee over the course of about 6 months to: [COMPLETED and billed to Cost Schedule B-1]
  - o Gather their insights and recommendations on process for the EJ Assessment,
  - o Report on initial findings, collaborate on analysis, interpretation, and recommendations development (as relevant).
  - o Facilitate discussions on the implications of the EJ Assessment findings for the sub-committee’s comment, and to receive the sub-committee’s recommendations on the EJ Policy and to discuss the sub-committee’s role in informing implementation of the EJ Policy (e.g., identifying internal and external aspects of the EJ Policy and the role of the CAC in implementation of the external aspects).
12. Conduct an initial review of key existing relevant materials from DISTRICT including existing documents related to diversity, equity, and inclusion, EJ, and community engagement. Materials will be provided by DISTRICT and CONTRACTOR has budgeted for a total of eight (8) hours for review time. [COMPLETED and billed to Cost Schedule B-1]
13. Develop a draft framework to guide the EJ Assessment (aligned with the framework of the EJ Policy Outline where possible) as well as a proposed schedule and process ahead of the first meeting of the CAC’s sub-committee. CONTRACTOR shall workshop these documents with the sub-committee during the first meeting to get the sub-committee’s input and guidance on how

to tailor and align the assessment appropriately. [COMPLETED and billed to Cost Schedule B-1]

14. Conduct initial discovery in service of a subsequent EJ Assessment Report based on the assessment framework and process informed by the CAC sub-committee's input. That initial discovery could include:
  - Conduct additional materials review, as relevant.
  - Conduct deep listening through interviews with other critical stakeholders—including internal as well as key external partners, community members and environmental justice advocates to inform the EJ strategy and identify ways to strengthen the public engagement process with EJ stakeholders. This task shall include one (1) to ten (10) half-hour interviews with identified staff, Board members and external stakeholders. CONTRACTOR assumes DISTRICT will identify key interviewees that can offer a range of perspectives. [CONDUCTED FACILITATED CONVERSATIONS WITH AIR DISTRICT CORE TEAM INCLUDING DEPUTY EXECUTIVE OFFICERS AND EXECUTIVE OFFICER, TO BE COMPLETED JUNE 30, 2023. TO BE PAID FROM ORIGINAL \$90,000 COST SCHEDULE B-1.]
  - Conduct one (1) to two (2) focus groups on topics of specific interest in the assessment. [COMPLETED and billed to Cost Schedule B-1]
  - Attend one (1) to two (2) DISTRICT Board of Directors meetings or CAC meetings to listen and hear about the perceptions of the EJ, equity, and DEI issues at play within the DISTRICT, as well as opportunities and challenges regarding implementation of an effective EJ strategy. [COVERS ONE EJ AD HOC MEETING FOR JUNE 2023 and will be billed to Cost Schedule B-1]

*Deliverables:*

- Attend regular one (1) to three (3) meetings with the CAC sub-committee. [COMPLETED and billed to Cost Schedule B-1]
- Conduct initial review of background materials; deliver draft framework to CAC sub-committee. [COMPLETED and billed to Cost Schedule B-1]
- Conduct stakeholder interviews (1 to 10) [ONE DISCUSSION REMAINS TO BE COMPLETED IN JUNE 2023, BOARD VICE CHAIR DAVINA HURT DISCUSSION. TO BE BILLED FROM ORIGINAL \$90,000 COST SCHEDULE B-1.]
- Conduct one (1) to two (2) focus groups [COMPLETED and billed to Cost Schedule B-1]
- Attend one (1) to two (2) DISTRICT Board of Directors meetings or CAC meetings [TO BE COMPLETED IN JUNE 2023 AND PAID FROM ORIGINAL \$90,000 COST SCHEDULE B-1 - COVERS ONE EJ AD HOC MEETING]
- Provide draft and final supporting materials for internal activities.
- Conduct three to five initial facilitated conversations with key DISTRICT decision-makers from Senior Leadership at the Executive Office level to include five hour one hour conversations.
- Provide one update to the DISTRICT Board of Directors regarding the progress of the EJ Action Plan.
- Conduct at least four (4) facilitated conversations with DEOs and Division Directors to include District Counsel (1), Director of Engineering and Director of Compliance & Enforcement (combined-1), Deputy Executive Officer of Policy (1) oversees Rules & Strategic Policy, Assessment Inventory and Modeling (AIM), and Meteorology and Measurement (M&M), Division Director of

AIM, Division M&M and Division Rules (Deputy Executive Officer of Policy required) (Combined-1).

- Conduct from six to eight (6 to 8) facilitated conversations with staff that represent technical, DEI, and Human Resources divisions.
- Conduct three (3) facilitated conversations of EJ Ad Hoc Committee with Division Directors and division staff (1 to 2 representatives) from Compliance & Enforcement, Engineering, Rules, and Legal divisions.
- Conduct sixteen (16) facilitated bi-monthly meetings of the EJ Ad Hoc Committee that goes through the end of Quarter 1 2024 [Five have already been delivered as of April 2023].
- Advise on agenda development, activities and communications of eleven (11) meetings of the EJ Ad Hoc Committee.
- Provide draft and final Phase 1 Summary Memo to cover findings and observations of the series of interviews

DISTRICT will cover travel expenses for up to one in-person meeting associated with Task 2e with total travel expenses not to exceed \$6,000.

**Task 3: Develop and Refine EJ Action Plan Draft (e.g., Phase 2) to Reflect Specific Needs of the EJ Ad Hoc and of the DISTRICT**

CONTRACTOR shall support the EJ Ad Hoc and DISTRICT in integrating the EJ Action Plan draft goals into DISTRICTS's Strategic Planning process.

CONTRACTOR shall undertake a series of activities during the Strategic Planning process to support the integration of the EJ Action Plan draft goals into the Strategic Plan, including strategic advising and capacity building activities.

CONTRACTOR shall provide the following Strategic Advising and Coaching Activities:

- Provide between 10-20 advising and/or coaching sessions (of up to 1-hour each) for persons working at the intersection of the EJ Action Planning process and the DISTRICT's Strategic Planning process, with the goal of ensuring integration of EJ throughout the Strategic Plan. Recipients of the advising services may include but are not limited to: DISTRICT executive level champions (DEO – Veronica Eady and EO/APCO – Philip Fine), DISTRICT Board leadership, identified staff champions from Task 2e (District technical staff that include DEI Advisor and Human Resources), and members of the EJ Ad Hoc.
- Provide 3-5 advising, update, and/or coaching sessions (of up to 1-hour each) for groups working at the intersection of the EJ Action Planning process and the DISTRICT's Strategic Planning process, with the goal of ensuring integration of EJ throughout the Strategic Plan. Recipients of the advising services may include, but are not limited to: EJ Ad Hoc, CAC, CEHJ Committee, DISTRICT's Board of Directors, and members of the Strategic Planning consultant team.

CONTRACTOR shall provide the following Capacity Building Activities:

- Provide one (1) in-person capacity building training (e.g., for the CAC to support alignment between the EJ Action Plan and Strategic Planning Process). DISTRICT will reimburse CONTRACTOR for two days of travel with total travel expenses not to exceed \$6,000.



- Provide one (1) virtual capacity building training (e.g., for the DISTRICT to support alignment between the EJ Action Plan and Strategic Planning Process).

CONTRACTOR Recommendations:

CONTRACTOR shall provide the DISTRICT with a Strategic Planning Process Alignment & Next Steps Summary memo that includes:

- A summary of services provided in Task 3.
- Recommendations and guidance for updating the draft EJ Action Plan based on the outcomes of the Strategic Planning process and the CONTRACTOR's observations from the advising and capacity building services provided during Task 3.

Deliverables:

- Ten to twenty (10-20) advising and/or coaching sessions for individuals
- Three to five (3-5) advising, update, and/or coaching sessions for groups
- One in-person capacity building training
- One virtual capacity building training
- Draft and final Strategic Planning Process Alignment & Next Steps Summary Memo.
- Travel expenses for one to two (1-2) in person meetings (with total travel expenses not to exceed \$6,000).

**Task 4: Support for an Internal Title VI Investigatory Process**

CONTRACTOR shall support the Title VI Investigatory Process. CONTRACTOR's tasks will include the following:

1. Assist with level-setting about Title VI obligations and compliance responsibilities via a presentation to appropriate staff and decision-makers at the DISTRICT. The presentation and subsequent facilitated discussion could address:
  - DISTRICT's independent federal statutory civil rights compliance obligations and non-discrimination mandates [COMPLETED and billed to Cost Schedule B-1]
  - Broader presentation on how Title VI relates to the DISTRICT's mission [COMPLETED and billed to Cost Schedule B-1]
  - Walk through stages of a Title VI investigation and identify staff capacities or lack thereof [COMPLETED and billed to Cost Schedule B-1]
  - Provide contextual understanding of what are the Title VI issues related to specific facility permit applications [COMPLETED and billed to Cost Schedule B-1]
  - Facilitated discussion for participants to identify key issues, knowledge gaps, or sticking points that the DISTRICT needs to address to be in compliance with Title VI going forward.
2. Upon DISTRICT request and in accordance with DISTRICT's contracting requirements, identify a recommended Subject Matter Expert who has experience conducting independent Title VI investigations. DISTRICT staff will be responsible for evaluating and determining whether to contract with the recommended Subject Matter Expert. [COMPLETED and billed to Cost Schedule B-1. Subject Matter Expert identified, considered by the DISTRICT, Met G presented CV and Bio of candidate]

Tasks an independent Subject Matter Expert and subcontractor could assist with include:

- Meeting with the DISTRICT EJ and Civil Rights Officers to understand the scope of the staff survey needed and to develop a Title VI and civil rights training plan.
- Develop and conduct a review to assess findings on the allegation of discrimination.
- Develop findings and present to the DISTRICT.

*Deliverables:*

- *Minutes and outline of* presentation and facilitated discussion on Title VI obligations and compliance responsibilities. [COMPLETED and billed to Cost Schedule B-1]
- Provide a recommendation regarding a Subject Matter Expert for Title VI investigations. [COMPLETED and billed to Cost Schedule B-1]

**Task 5: Project Oversight and Collaboration with the DISTRICT Core Team**

1. CONTRACTOR shall convene bi-weekly meetings with the Core Team to assess overall progress on the Contract, troubleshoot issues and make course corrections as needed. CONTRACTOR shall schedule meetings, develop meeting agendas, take meeting notes or provide summaries in coordination with DISTRICT staff.

*Deliverables:*

- Meeting agendas (primarily delivered via email) to be provided no later than two business days prior to the meeting)
- Meeting notes (immediate next steps) provided via email

**Task 6: Project Management**

1. CONTRACTOR shall provide ongoing project management including but not limited to internal and external scheduling, management of budget and work plan.
2. CONTRACTOR shall manage billing and invoicing according to the terms of the Contract.

*Deliverables:*

- Ongoing Project Management, to be invoiced monthly per contract terms
- Provide written updates to DISTRICT on the project work plan that include milestones and modifications

**ATTACHMENT B-2****COST SCHEDULE**

Following execution of Amendment 3 the DISTRICT will pay CONTRACTOR for the work outlined in Attachment A-2, Scope of Work, in accordance with the payment tables below, up to a maximum amount of \$209,109.

Labor Budget Cost Table 1

Name	Labor Category	Hourly Rate	Estimated Hours Task 2	Estimated Hours Task 3	Task 4* (COMPLETED)	Estimated Hours Tasks 5+ 6	Total Estimated Hours	Estimated Cost
Vernice Miller-Travis	Executive Vice President	\$400	128	68	0	39	235	\$94,000
Dr. Shadiin Garcia	Executive Vice President	\$400	2	17	0	0	19	\$7,600
Sarah Malpass	Senior Director	\$260	197	56	0	39	292	\$75,920
Thomas Price Lang	Project Manager	\$195	0	0	0	105	127	\$24,765
TBD	Proofer	\$103	2	6	0	0	8	\$824
Estimated Travel Cost**			\$2,000	\$4,000	0			\$6,000
<b>TOTALS</b>			<b>329</b>	<b>147</b>	<b>0</b>	<b>159</b>	<b>681</b>	<b>\$209,109</b>

\*All Tasks and deliverables associated with Task 4 have been completed and paid out under the original \$90,000 cost budget.

\*\*DISTRICT shall pay CONTRACTOR for reasonable transportation, hotel, and incidental costs in accordance with Attachment C, Contractor Travel Policy.

Task Budget Table 2

Task	Description	Not to Exceed Amount
2	Shared learning (e.g., Phase 1), landscape analysis, and support for	\$105,426

	familiarization of the EJ Action Plan with the EJ Ad Hoc Committee, division leadership, and executive leadership.	
3	Develop and refine EJ Action Plan draft (e.g., Phase 2) to reflect specific needs of the EJ Ad Hoc and of the Agency. CONTRACTOR to refine draft EJ Action Plan based on unique needs of the EJ Ad Hoc and the Agency.	\$53,178
5+ 6	Project Oversight and Collaboration with the DISTRICT Core Team + Project Management	\$50,505



# ATTACHMENT C

## Contractor Travel Policy

Contractors who are under agreement with the District and who plan to bill the District for travel expenses per the terms of their Contract must adhere to this Contractor Travel Policy.

### GUIDELINES

#### **Making Travel Arrangements**

When making travel arrangements, Contractor should take reasonable measures to secure the lowest fares and prices for transportation, lodging, and food. Documentation of this research will be required to receive reimbursement. **Please note that booking travel and hotel arrangements at the same time can result in significant savings to the District and therefore is encouraged.**

1. The Bay Area Air Quality Management District shall reimburse travel-related expenses to cover lodging, meals, other incidental expenses and costs of transportation subject to the following limitations:
  - **Air Transportation** - Coach class rate for all flights. If coach is not available, business class rate is permissible only with prior written client approval.
  - **Car Rental** – A compact car rental. Mid-size cars rentals are permissible if the rental is shared by three or more individuals.
  - **Lodging** – Holiday Inn will be used up to the [federal GSA FTR rates](#) for San Francisco, California. If Holiday Inn is not used then reimbursement will be at the [current rate for a standard room at Holiday Inn](#).
  - **Meals** – Up to the [federal GSA FTR rates](#) for San Francisco, California.
  - **Incidentals** – Up to the [federal GSA FTR rates](#) for San Francisco, California.
  - **Mileage** – Reimbursement will be provided at the [current reimbursement rate](#) for each mile, or the equivalent of the IRS Mileage rate, whichever is greater.
  - **Parking** - Travelers will be reimbursed for airport parking or nearby lots for overnight or day trips. For trips ranging from 2-7 days, outlying or long-term lots are recommended. For trips of longer duration, the cost of shuttle service in lieu of parking charges shall be considered. Travelers will be reimbursed for parking near the BAAQMD office for meetings.
  - **Ground Transportation** – The least expensive means of transportation shall be used within the Bay Area, considering time and other constraints. Travelers not affiliated with the San Francisco or Oakland office will be reimbursed for public transportation and taxis, provided they do not have a rental car

2. Supporting documentation shall be provided for travel-related expenses in accordance with the following requirements:
  - **Airfare, Car Rentals, Lodging** – Bills for actual expenses incurred.
  - **Meals** – Meals billed in excess of \$25.00 each day require receipts or other supporting documentation for the total amount of the bill to be approved by the DISTRICT.
  - **Other Travel Related Expenses** – Receipts are required for all individual items in excess of twenty five dollars (\$25.00).
3. Travel Time Charging
  - Contractor employees (and subcontractors) are to record hours actually worked (those in which a benefit to the DISTRICT was provided during travel) when traveling on business for the firm. This normally will not include all hours during travel, except when all travel is within the normal business day (8:00 AM – 5:00 PM). If travel is on a normal business day, then travel will be arranged for morning or evening so as to minimize travel during working hours (8:00 AM – 5:00 PM) and maximize on-site time on the day of travel. Time that is incurred because of personal preference or combining personal travel with business is not to be charged.

**AMENDMENT NO. 4 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2021.073**

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, March 19, 2024.

**RECITALS:**

1. The Bay Area Air Quality Management District (“DISTRICT”) and **Metropolitan Group, LLC** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract for the development of an Environmental Justice (EJ) Strategy, provide strategic counsel and relationship building activities (the “Contract”), which Contract was executed on behalf of CONTRACTOR on October 8, 2021, and on behalf of DISTRICT on October 27, 2021.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated August 25, 2022, for reference purposes only, to amend the term, Scope of Work, and Cost Schedule of the Contract.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated January 11, 2023, for reference purposes only, to extend the term of the Contract.
4. The PARTIES entered into Amendment No. 3 to the Contract, dated May 24, 2023, for reference purposes only, to amend the term, total cost, Scope of Work, and Cost Schedule.
5. The PARTIES mutually seek to amend the term, total cost, Scope of Work, and Cost Schedule to the Contract because the DISTRICT seeks additional services from CONTRACTOR prescribed in the Contract and CONTRACTOR desires to provide those additional services.
6. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 4, “Term.” The term of the Contract shall be extended so that the termination date of the Contract is now November 30, 2024.

2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, "Payment," of the Contract to replace "\$299,109" with "\$549,539."
3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$299,109" with "\$549,539."
4. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment A-2, Scope of Work, with the attached "Attachment A-3, Scope of Work" and agree that all references in the Contract to Attachment A shall be deemed to refer to Attachment A-3, Scope of Work.
5. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment B-2, Cost Schedule, with the attached "Attachment B-3, Cost Schedule" and agree that all references in the Contract to Attachment B shall be deemed to refer to Attachment B-3, Cost Schedule.
6. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.



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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

METROPOLITAN GROUP, LLC

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

By: \_\_\_\_\_  
Yvonne Tengwall  
Chief Operating Officer

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

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

Approved as to form:  
General Counsel

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

## ATTACHMENT A-3

### SCOPE OF WORK

CONTRACTOR shall support the development of an Environmental Justice (EJ) Strategy, provide strategic counsel and relationship building activities, and develop an EJ training curriculum for DISTRICT. CONTRACTOR's work will be led by Metropolitan Group's (Met Group's) Executive Vice President for Environmental and Social Justice, Vernice Miller-Travis, and Of Counsel - EJ Subject Matter Expert, Jacqui Patterson.

#### **Task 1: Initial Kickoff, Project Work Planning and Oversight**

1. CONTRACTOR shall conduct a Board of Directors presentation on December 1, 2021 to provide an overview of the scope of work and to conduct a dialogue between Vernice Miller-Travis and DISTRICT's Senior Deputy Executive Officer, Veronica Eady, about the challenges the DISTRICT is facing regarding Power Sharing and Partnerships, and how they can be addressed.
2. CONTRACTOR shall conduct between one (1) and three (3) meetings with the DISTRICT's project team leads ("Core Team") to review the scope of work and budget and make adjustments to align the project tasking and level of effort with current agency needs. (Project activities pre-6/30/22.)
3. CONTRACTOR shall conduct a meeting and presentation with the DISTRICT's management, including: Environmental Justice Officer and Deputy Executive Officer of Policy and Equity to provide an overview of scope of work, including the plan to conduct an EJ Assessment. CONTRACTOR assumes this will be a 1-hour meeting and presentation.
4. CONTRACTOR shall conduct an initial conference call with the Community Advisory Council (CAC) Co-Chairs and shall join a subsequent CAC meeting to provide an overview of the scope of work, including the plan to conduct an EJ Assessment and any support/engagement planned directly with the CAC. CONTRACTOR assumes a 60-minute conference call with the CAC Co-Chairs and 30-minute presentation to the CAC, as a whole.
5. CONTRACTOR shall conduct one (1) project update conversation with the DISTRICT's Board of Directors in or around December 2022. CONTRACTOR assumes up to a 30-minute slot during a regularly scheduled Board meeting.

#### *Deliverables<sup>1</sup>:*

- One (1) Presentation for Board of Directors (December 2021) [COMPLETED and billed to Cost Schedule B-1]
- One (1) to three (3) meetings with the DISTRICT project team to review scope of work and budget; including internal prep and setup activities to support initial project launch (activities pre-6/30/22) [COMPLETED and billed to Cost Schedule B-1]
- One (1) Presentation for DISTRICT management, Environmental Justice Officer, and Deputy Executive Officer for Policy and Equity. [COMPLETED and billed to Cost Schedule B-1 IN APRIL 2023 - DISCUSSION WITH PHILIP FINE]
- One (1) Presentation to the CAC. [COMPLETED and billed to Cost Schedule B-1]
- One (1) project update conversation with the Board of Directors to be scheduled in July over Zoom. [TO BE COMPLETED PRIOR TO THE JULY 2023 BOARD MEETING, INVOICE FROM THIS TASK

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<sup>1</sup> These meetings may be conducted via Zoom or another virtual platform. The scope assumes no travel expenses.

TO BE PAID FROM ORIGINAL \$90,000 COST SCHEDULE B-1]

**Task 2: Shared Learning (e.g., Phase 1), Landscape Analysis, and Support For Familiarization Of The EJ Action Plan With The EJ Ad Hoc Committee, Division Leadership, and Executive Leadership.**

CONTRACTOR shall collaborate with the DISTRICT and with a sub-committee of the CAC to conduct an EJ assessment of DISTRICT, with specific focus on the Community Engagement department's draft EJ Policy Outline as an entry point to conducting a broader EJ and community engagement assessment of the DISTRICT.

To this end, the CONTRACTOR shall:

Provide one (1) informational session to help orient CAC members to the EJ Assessment process and answer questions and to assess interest in joining a special sub-committee prior to the formation of the committee. Then, CONTRACTOR shall attend a Fall 2022 CAC meeting to present the scope of work to the full CAC (Task 1.4). [COMPLETED and billed to Cost Schedule B-1]

**Task 2a**

CONTRACTOR shall conduct a series of facilitated conversations with 1) key DISTRICT leadership (Executive Officer (EO/APCO), Deputy Executive Officers (DEOs) and Division Directors) and 2) DISTRICT staff (technical and DEI advisor) to assess priorities, capacity building needs around EJ and proposed draft EJ Action plan.

**Task 2b**

CONTRACTOR shall advise EJ Ad Hoc members on how to approach conversations with DISTRICT Division Directors about their concerns and priorities. CONTRACTOR shall provide talking points, agendas and/or other conversation aids.

**Task 2c**

CONTRACTOR shall facilitate conversation with EJ Ad Hoc and DISTRICT Division Directors (Compliance & Enforcement, Engineering, Rules, and Legal) to discuss community concerns and priorities.

**Task 2d**

CONTRACTOR shall undertake a series of activities designed to refine the updated EJ Action Plan and familiarize the CAC, Community Equity, Health, and Justice Committee (CEHJ), and DISTRICT Board of Directors with the draft plan. CONTRACTOR will support and advise DISTRICT staff how best to align and revise EJ Action Plan to incorporate EJ in the strategic planning process. CONTRACTOR shall make recommendations about how to proceed strategically inside the DISTRICT to build the capacity around EJ and create policy goals (tied to the proposed draft EJ Action Plan) to inform the DISTRICT's strategic planning process.

**Task 2e**

CONTRACTOR shall present recommendations to EJ Ad Hoc members. Recommendations will inform how best to incorporate EJ into the DISTRICT's strategic planning process.

To this end, the CONTRACTOR shall conduct a range of internal activities, EJ Ad Hoc Support activities, and consultant research and recommendations activities:

*Internal Activities:*

1. Develop supporting materials (e.g., a process diagram, messaging points and facilitation questions) to support internal engagement and familiarizing the DISTRICT with the EJ Action Plan development process and identify how the EJ Action Plan can inform what is incorporated into the Strategic Plan from an EJ perspective.
2. Facilitate three to five (3 to 5) conversations with key DISTRICT decision-makers (e.g., Philip Fine and Alexander “Sandy” Crocket).
3. Provide one (1) update to the DISTRICT Board of Directors.
4. Facilitate four (4) conversations with the DISTRICT DEOs and Division Directors to familiarize them with the draft EJ Action Plan, get their input on the draft EJ Action Plan and prepare the Division Directors for engagement with EJ Ad Hoc Committee workgroups.
5. Facilitate a range from six to eight (6 to 8) conversations with key DISTRICT technical staff that include DEI advisor and Human Resources.

*EJ Ad Hoc Support Activities:*

6. Provide counsel to prepare EJ Ad Hoc Committee workgroups to effectively engage with DISTRICT leadership. Inform design and approach facilitated conversations for the EJ Ad Hoc Committee workgroups to meet directly with DISTRICT Division leaders, staff, and Executive Leadership (e.g., Philip Fine and Veronica Eady) to examine three focus areas, build relationships, identify allies and champions, and jointly identify considerations that could inform development of the EJ Action Plan.
7. Conduct up to three (3) coaching sessions with EJ Ad Hoc, as part of the EJ Ad Hoc meetings, on strategic planning and desired goals, and communications coaching on engaging decision makers
8. Advise DISTRICT staff on the creation of up to two (2) EJ Ad Hoc Committee agendas per month.
9. Attend/co-facilitate approximately one (1) EJ Ad Hoc Committee meeting per month.
10. Review meeting notes for up to two (2) EJ Ad Hoc Committee meetings per month and provide feedback as requested by DISTRICT.

*Consultant Research and Recommendations Activities:*

11. Meet one (1) to three (3) times with the CAC sub-committee over the course of about 6 months to: [COMPLETED and billed to Cost Schedule B-1]
  - o Gather their insights and recommendations on process for the EJ Assessment,
  - o Report on initial findings, collaborate on analysis, interpretation, and recommendations development (as relevant).
  - o Facilitate discussions on the implications of the EJ Assessment findings for the sub-committee’s comment, and to receive the sub-committee’s recommendations on the EJ Policy and to discuss the sub-committee’s role in informing implementation of the EJ Policy (e.g., identifying internal and external aspects of the EJ Policy and the role of the CAC in implementation of the external aspects).
12. Conduct an initial review of key existing relevant materials from DISTRICT including existing documents related to diversity, equity, and inclusion, EJ, and community engagement. Materials will be provided by DISTRICT and CONTRACTOR has budgeted for a total of eight (8) hours for review time. [COMPLETED and billed to Cost Schedule B-1]
13. Develop a draft framework to guide the EJ Assessment (aligned with the framework of the EJ

Policy Outline where possible) as well as a proposed schedule and process ahead of the first meeting of the CAC's sub-committee. CONTRACTOR shall workshop these documents with the sub-committee during the first meeting to get the sub-committee's input and guidance on how to tailor and align the assessment appropriately. [COMPLETED and billed to Cost Schedule B-1]

14. Conduct initial discovery in service of a subsequent EJ Assessment Report based on the assessment framework and process informed by the CAC sub-committee's input. That initial discovery could include:
  - Conduct additional materials review, as relevant.
  - Conduct deep listening through interviews with other critical stakeholders—including internal as well as key external partners, community members and environmental justice advocates to inform the EJ strategy and identify ways to strengthen the public engagement process with EJ stakeholders. This task shall include one (1) to ten (10) half-hour interviews with identified staff, Board members and external stakeholders. CONTRACTOR assumes DISTRICT will identify key interviewees that can offer a range of perspectives. [CONDUCTED FACILITATED CONVERSATIONS WITH AIR DISTRICT CORE TEAM INCLUDING DEPUTY EXECUTIVE OFFICERS AND EXECUTIVE OFFICER, TO BE COMPLETED JUNE 30, 2023. TO BE PAID FROM ORIGINAL \$90,000 COST SCHEDULE B-1.]
  - Conduct one (1) to two (2) focus groups on topics of specific interest in the assessment. [COMPLETED and billed to Cost Schedule B-1]
  - Attend one (1) to two (2) DISTRICT Board of Directors meetings or CAC meetings to listen and hear about the perceptions of the EJ, equity, and DEI issues at play within the DISTRICT, as well as opportunities and challenges regarding implementation of an effective EJ strategy. [COVERS ONE EJ AD HOC MEETING FOR JUNE 2023 and will be billed to Cost Schedule B-1]

*Deliverables:*

- Attend regular one (1) to three (3) meetings with the CAC sub-committee. [COMPLETED and billed to Cost Schedule B-1]
- Conduct initial review of background materials; deliver draft framework to CAC sub-committee. [COMPLETED and billed to Cost Schedule B-1]
- Conduct stakeholder interviews (1 to 10) [ONE DISCUSSION REMAINS TO BE COMPLETED IN JUNE 2023, BOARD VICE CHAIR DAVINA HURT DISCUSSION. TO BE BILLED FROM ORIGINAL \$90,000 COST SCHEDULE B-1.]
- Conduct one (1) to two (2) focus groups [COMPLETED and billed to Cost Schedule B-1]
- Attend one (1) to two (2) DISTRICT Board of Directors meetings or CAC meetings [TO BE COMPLETED IN JUNE 2023 AND PAID FROM ORIGINAL \$90,000 COST SCHEDULE B-1 - COVERS ONE EJ AD HOC MEETING]
- Provide draft and final supporting materials for internal activities.
- Conduct three to five initial facilitated conversations with key DISTRICT decision-makers from Senior Leadership at the Executive Office level to include five hour one hour conversations.
- Provide one update to the DISTRICT Board of Directors regarding the progress of the EJ Action Plan.
- Conduct at least four (4) facilitated conversations with DEOs and Division Directors to include District Counsel (1), Director of Engineering and Director of Compliance & Enforcement

(combined-1), Deputy Executive Officer of Policy (1) oversees Rules & Strategic Policy, Assessment Inventory and Modeling (AIM), and Meteorology and Measurement (M&M), Division Director of AIM, Division M&M and Division Rules (Deputy Executive Officer of Policy required) (Combined-1).

- Conduct from six to eight (6 to 8) facilitated conversations with staff that represent technical, DEI, and Human Resources divisions.
- Conduct three (3) facilitated conversations of EJ Ad Hoc Committee with Division Directors and division staff (1 to 2 representatives) from Compliance & Enforcement, Engineering, Rules, and Legal divisions.
- Conduct sixteen (16) facilitated bi-monthly meetings of the EJ Ad Hoc Committee that goes through the end of Quarter 1 2024 [Five have already been delivered as of April 2023].
- Advise on agenda development, activities and communications of eleven (11) meetings of the EJ Ad Hoc Committee.
- Provide draft and final Phase 1 Summary Memo to cover findings and observations of the series of interviews

DISTRICT will cover travel expenses for up to one in-person meeting associated with Task 2e with total travel expenses not to exceed \$6,000.

**Task 3: Develop and Refine EJ Action Plan Draft (e.g., Phase 2) to Reflect Specific Needs of the EJ Ad Hoc and of the DISTRICT**

CONTRACTOR shall support the EJ Ad Hoc and DISTRICT in integrating the EJ Action Plan draft goals into DISTRICTS's Strategic Planning process.

CONTRACTOR shall undertake a series of activities during the Strategic Planning process to support the integration of the EJ Action Plan draft goals into the Strategic Plan, including strategic advising and capacity building activities.

CONTRACTOR shall provide the following Strategic Advising and Coaching Activities:

- Provide between 10-20 advising and/or coaching sessions (of up to 1-hour each) for persons working at the intersection of the EJ Action Planning process and the DISTRICT's Strategic Planning process, with the goal of ensuring integration of EJ throughout the Strategic Plan. Recipients of the advising services may include but are not limited to: DISTRICT executive level champions (DEO – Veronica Eady and EO/APCO – Philip Fine), DISTRICT Board leadership, identified staff champions from Task 2e (District technical staff that include DEI Advisor and Human Resources), and members of the EJ Ad Hoc.
- Provide 3-5 advising, update, and/or coaching sessions (of up to 1-hour each) for groups working at the intersection of the EJ Action Planning process and the DISTRICT's Strategic Planning process, with the goal of ensuring integration of EJ throughout the Strategic Plan. Recipients of the advising services may include, but are not limited to: EJ Ad Hoc, CAC, CEHJ Committee, DISTRICT's Board of Directors, and members of the Strategic Planning consultant team.

CONTRACTOR shall provide the following Capacity Building Activities:

- Provide one (1) in-person capacity building training (e.g., for the CAC to support alignment between the EJ Action Plan and Strategic Planning Process). DISTRICT will reimburse CONTRACTOR for two days of travel with total travel expenses not to exceed \$6,000.
- Provide one (1) virtual capacity building training (e.g., for the DISTRICT to support alignment between the EJ Action Plan and Strategic Planning Process).

**CONTRACTOR Recommendations:**

CONTRACTOR shall provide the DISTRICT with a Strategic Planning Process Alignment & Next Steps Summary memo that includes:

- A summary of services provided in Task 3.
- Recommendations and guidance for updating the draft EJ Action Plan based on the outcomes of the Strategic Planning process and the CONTRACTOR’s observations from the advising and capacity building services provided during Task 3.

**Deliverables:**

- Ten to twenty (10-20) advising and/or coaching sessions for individuals
- Three to five (3-5) advising, update, and/or coaching sessions for groups
- One in-person capacity building training
- One virtual capacity building training
- Draft and final Strategic Planning Process Alignment & Next Steps Summary Memo.
- Travel expenses for one to two (1-2) in person meetings (with total travel expenses not to exceed \$6,000).

**Task 4: Support for an Internal Title VI Investigatory Process**

CONTRACTOR shall support the Title VI Investigatory Process. CONTRACTOR’s tasks will include the following:

1. Assist with level-setting about Title VI obligations and compliance responsibilities via a presentation to appropriate staff and decision-makers at the DISTRICT. The presentation and subsequent facilitated discussion could address:
  - DISTRICT’s independent federal statutory civil rights compliance obligations and non-discrimination mandates [COMPLETED and billed to Cost Schedule B-1]
  - Broader presentation on how Title VI relates to the DISTRICT’s mission COMPLETED and billed to Cost Schedule B-1]
  - Walk through stages of a Title VI investigation and identify staff capacities or lack thereof [COMPLETED and billed to Cost Schedule B-1]
  - Provide contextual understanding of what are the Title VI issues related to specific facility permit applications [COMPLETED and billed to Cost Schedule B-1]
  - Facilitated discussion for participants to identify key issues, knowledge gaps, or sticking points that the DISTRICT needs to address to be in compliance with Title VI going forward.
2. Upon DISTRICT request and in accordance with DISTRICT’s contracting requirements, identify a recommended Subject Matter Expert who has experience conducting independent Title VI investigations. DISTRICT staff will be responsible for evaluating and determining whether to contract with the recommended Subject Matter Expert. [COMPLETED and billed to Cost

Schedule B-1. Subject Matter Expert identified, considered by the DISTRICT, Met G presented CV and Bio of candidate]

Tasks an independent Subject Matter Expert and subcontractor could assist with include:

- Meeting with the DISTRICT EJ and Civil Rights Officers to understand the scope of the staff survey needed and to develop a Title VI and civil rights training plan.
- Develop and conduct a review to assess findings on the allegation of discrimination.
- Develop findings and present to the DISTRICT.

*Deliverables:*

- *Minutes and outline of* presentation and facilitated discussion on Title VI obligations and compliance responsibilities. [COMPLETED and billed to Cost Schedule B-1]
- Provide a recommendation regarding a Subject Matter Expert for Title VI investigations. [COMPLETED and billed to Cost Schedule B-1]

**Task 5: Project Oversight and Collaboration with the DISTRICT Core Team**

1. CONTRACTOR shall convene bi-weekly meetings with the Core Team to assess overall progress on the Contract, troubleshoot issues and make course corrections as needed. CONTRACTOR shall schedule meetings, develop meeting agendas, take meeting notes or provide summaries in coordination with DISTRICT staff.

*Deliverables:*

- Meeting agendas (primarily delivered via email) to be provided no later than two business days prior to the meeting)
- Meeting notes (immediate next steps) provided via email

**Task 6: Project Management**

1. CONTRACTOR shall provide ongoing project management including but not limited to internal and external scheduling, management of budget and work plan.
2. CONTRACTOR shall manage billing and invoicing according to the terms of the Contract.

*Deliverables:*

- Ongoing Project Management, to be invoiced monthly per contract terms
- Provide written updates to DISTRICT on the project work plan that include milestones and modifications



**Task 7: Create Visionary Document**

CONTRACTOR will create document that summarizes how the Agency transformed itself into one that is centered on Environmental Justice and the lessons learned.

CONTRACTOR will:

- Draft a document that includes a description of how the Agency transformed itself into one that is centered on Environmental Justice and the lessons learned through the discussions with the EJ Ad Hoc, Community Advisory Council (CAC), and District staff
  - The document will include a description of the lessons learned through the assessment, and development of the EJ Priorities and the 3 priority strategy areas identified by the EJ Ad Hoc.
  - The document will also include how the EJ Principles were used to help inform the development of the EJ Priorities, distill descriptions of strategies (i.e., EJ Actions) and include strategies that will be part of the strategic plan.
  - The visionary document will also make reference to future strategies.

*Deliverables:*

- Visionary document that contains vision statement on the transformation of the agency focused on Environmental Justice (i.e., areas of change with clear realistic targets for measuring success), lessons learned during the process of developing EJ priorities, describe how EJ Principles informed development of EJ priorities, a description of strategies i.e., EJ Actions – describing how this coincides with Strategic planning
- EJ strategies and actions will describe clearly the change to be sought that are outlined clearly in the strategy and the steps that need to be taken to bring about such change as reflected in the actions
- Provide guidance for future work (i.e., how to continue planning and implementation efforts)
- Visionary document is no more than 20 pages (single spaced) and is formatted in MS Word or Google docs. The visionary document will be finalized with no more than 3 rounds of revisions with comments and line edits provided by Air District project team as part of the review process

**Task 8: EJ Policy Ad Hoc - Divisions Director Meetings Facilitation and Draft EJ Action Plan**

CONTRACTOR will continue to facilitate EJ Ad Hoc meetings that include Divisions Directors and staff.

- Facilitate up to 12 EJ Policy Ad Hoc meetings (i.e., April – November 2024)
- Track strategy development in an Excel spreadsheet that is informed by EJ Policy Ad Hoc meetings with Division Directors
- Summarize strategies and actions focused on 3 priority strategy areas: Data collection and usage, Permitting, and Compliance and Enforcement (i.e., to include the following Divisions: Compliance and Enforcement, Legal and Rules)
- Identify all decision-makers, inter-divisional points of contact, and across pertinent governmental agencies that contribute to the relevant strategy in a memorandum
- Draft EJ Action Plan based on secondary analysis produced and proposed outline presented by Met Group to Air District staff

*Deliverables:*

- Excel spreadsheet that tracks strategy development that is informed by EJ Ad Hoc meetings and

Division Directors and Deputy Executive Officers (DEOs)

- Memorandum that summarizes the strategies and actions focused on 3 priorities: Data collection and usage, Permitting, and Compliance and Enforcement (i.e., to include the following Divisions: Compliance and Enforcement, Legal and Rules)
- Memorandum that lists out all decision-makers, interdivisional points of contact and other pertinent governmental agencies that contribute to each of the 3 priority strategy areas and actions
- EJ Action Plan that includes all strategies developed by EJ Ad Hoc and Directors and DEOs that cover three priority strategy areas
  - EJ Action Plan document is no more than 20 pages (single spaced) and is designed in MS Word or Google Docs as a working, internal implementation style document
  - EJ Action Plan primarily focuses on the three priority strategy areas identified by the EJ Ad Hoc (not the full scope of the original outline, which included 12 potential areas for consideration)
  - A list of relevant decision-makers, interdivisional points of contact and other pertinent governmental agencies that contribute to each of the 3 priority strategy areas and actions will be identified and provided by the Air District project team to the Met Group team.
  - Up to three rounds of revisions, with comments and line edits provided by Air District project team as part of the review process

**Task 9: EJ Policy Ad Hoc In-Person Workshop (May 2024)**

CONTRACTOR to develop a 7-to-8-hour 1-day workshop with the EJ Policy Ad Hoc and Division Directors, DEOs and Air District staff. The objective of the workshop is to work through strategies for the EJ Action Plan.

CONTRACTOR will:

- Outline and implement the 7-to-8 hour 1-day workshop in collaboration with the Air District project team
- Scope meeting agenda, list main objectives of the workshop, and roles and responsibilities of Met Group and Air District project team
- Facilitate up to 3 preparatory sessions with relevant Division Directors, DEOs and Air District staff
- Facilitate workshop and keep meeting on schedule

*Deliverables:*

- Memorandum summarizing outcomes of the Workshop, the contents of which may inform development of the Strategic Plan, visionary document and EJ Action Plan.
  - Memo is no more than 10 pages (single spaced) and is designed in MS Word or Google Docs as a working, internal document to inform the EJ Action Plan
  - In-person workshop occurs on or around May 17, 2024.

**Task 10: Strategic Plan Coordination Working Sessions**

CONTRACTOR will coordinate with the strategic planning team to cross reference EJ Action Plan strategies with the Strategic Plan strategies.

CONTRACTOR will:

- Facilitate two sets of two meetings (total of four) with Deborah Jordan and strategic planning team to cross reference EJ Action strategies (i.e., within the three priority strategy areas with the strategic plan strategies (potentially during May and July timeframes)
  - First set of meetings will include up to two meetings with Deborah Jordan and strategic planning team to review, refine and finalize strategies (i.e., those within the three priority strategy areas tied to EJ Policy Ad Hoc) and ensure alignment with strategic planning strategies
  - Second set of meetings will include up to two meetings with Deborah Jordan and the strategic planning team to provide a further crosswalk and alignment between the Strategic Plan and the visionary document and gather feedback on alignment of the draft visionary document prior to finalization.

*Deliverables:*

- Create agenda for the two sets of two meetings with Deborah Jordan and the strategic planning team to cross reference EJ strategies with strategic plan strategies
- Develop a memorandum that memorializes any revisions to strategies and actions that are informed by these meetings
  - Memorandum is no more than 2 pages (single spaced) and in MS Word or Google Docs format

**Task 11: Facilitating Coordination Meetings**

CONTRACTOR will facilitate Core Team Bi-weekly meetings and coordination meetings through November 2024.

CONTRACTOR will:

- Facilitate 12 Core Team bi-weekly meetings through November 2024 to prepare for EJ Policy Ad Hoc and Division Director and DEO Meetings
- Develop workplan that outlines all 12 Core Team bi-weekly meetings according to project deliverables outlined in Task 1 and Task 2
- Facilitate 12 coordination meetings through November 2024, to prepare for EJ Policy Ad Hoc meetings and keep other deliverables moving forward
- Create meeting agendas for meetings CONTRACTOR will be facilitating
- Up to 5 additional meetings through November 2024 to troubleshoot, finalize and confirm materials

*Deliverables:*

- Meeting agendas will be provided no later than the morning of the meeting for bi-weekly and any additional meetings
- Workplan that outlines all 12 bi-weekly meetings

**Task 12: Content Development in preparation for Air District Board of Directors (Board), Community Advisory Council (CAC), Community Equity Health and Justice (CEHJ) meetings, and Air District Executive Officer / APCO Phil Fine**

CONTRACTOR will develop content in preparation for Air District Board of Directors (Board), Community Advisory Council (CAC), Community Equity Health and Justice (CEHJ) meetings, and Air District Executive Officer/ APCO Phil Fine.

Contractor will:

- Develop content for up to 2 CAC meetings
- Develop content for up to 2 Board meetings
- Develop content for up to 2 CEHJ meetings
- Develop content for up to 3 meetings with Executive Office/APCO Phil Fine

*Deliverables:*

- Slide deck and talking points for CAC meetings (i.e. up to 2 meetings)
  - No more than 10 slides
- Slide deck and talking points for Board meeting (i.e., up to 2 meetings)
  - No more than 10 slides
- Slide deck and talking points for CEHJ meeting (i.e., up to 2 meetings)
  - No more than 10 slides
- Agendas, and one set of supporting meeting materials for each meeting with the Executive Office/APCO Phil Fine

**Task 13: Project Management**

1. CONTRACTOR shall provide ongoing project management including but not limited to internal and external scheduling, management of budget and work plan.
2. CONTRACTOR shall manage billing and invoicing according to the terms of the Contract.

*Deliverables:*

- Monthly invoice that summarizes professional services provided for the relevant time period
- Budget updates and documentation of expenses when necessary (i.e., travel, lodging, meals, etc.)
- Provide written updates to DISTRICT on the project work plan that include milestones and modifications

## ATTACHMENT B-3

### COST SCHEDULE

DISTRICT will pay CONTRACTOR for the work outlined in Attachment A-3, Scope of Work, in accordance with the hourly rates in Table 1 below, up to a maximum amount of \$229,430. Total payments for each task shall not exceed the amounts listed in Table 2. In addition to labor, DISTRICT shall pay CONTRACTOR for reasonable transportation, hotel, and incidental costs, up to an amount not to exceed \$21,000. All travel expenses shall be made in accordance with Attachment C, Contractor Travel Policy.

**Table 1 - Hourly Rates**

Name	Labor Category	Hourly Rate
Vernice Miller-Travis	Executive Vice President	\$400
TBD	Senior Director	\$260
Sarah Malpass	Senior Director	\$260
TBD	Director	\$220
Kayla Beard	Associate	\$145
Carlos Paz Ramos	Project Manager	\$195
TBD	Proofer	\$103

**Table 2 – Not to Exceed Budget for Tasks**

Task #	Description	Not to Exceed Amount
1	Initial Kickoff, Project Work Planning and Oversight	\$90,000
2	Shared learning (e.g., Phase 1), landscape analysis, and support for familiarization of the EJ Action Plan with the EJ Ad Hoc Committee, division leadership, and executive leadership.	\$105,426
3	Develop and refine EJ Action Plan draft (e.g., Phase 2) to reflect specific needs of the EJ Ad Hoc and of the Agency. CONTRACTOR to refine draft EJ Action Plan based on unique needs of the EJ Ad Hoc and the Agency.	\$53,178
5+ 6	Project Oversight and Collaboration with the DISTRICT Core Team + Project Management	\$50,505
7	Create Visionary Document	\$21,870
8	EJ Policy Ad Hoc - Divisions Director Meetings Facilitation and Draft EJ Action Plan	\$74,795
9	EJ Policy Ad Hoc In-Person Workshop (May 2024)	\$33,720
10	Strategic Plan Coordination Working Sessions	\$17,280
11	Facilitation Coordination Meetings	\$30,535

Task #	Description	Not to Exceed Amount
12	Content Development in preparation for Air District Board of Directors (Board), Community Advisory Council (CAC), Community Equity Health and Justice (CEHJ) meetings, and Air District Executive Officer / APCO Phil Fine	\$37,140
13	Project Management for Amendment 4	\$35,090

**Table 3 - Labor Budget Cost for Tasks 7-13**

Name	Labor Category	Hourly Rate	Est. Hours Task 7	Est. Hours Task 8	Est. Hours Task 9	Est. Hours Task 10	Est. Hours Task 11	Est. Hours Task 12	Est. Hours Task 13	Est. Cost
Vernice Miller-Travis	Executive Vice President	\$400	13	40	31	12	18	59	21	<b>\$77,600</b>
TBD	Senior Director	\$260	0	0	41	16	17	18	7	<b>\$25,740</b>
Sarah Malpass	Senior Director	\$260	27	121	41	32	69	11	25	<b>\$84,760</b>
TBD	Director	\$220	0	81	0	0	0	0	0	<b>\$17,820</b>
Kayla Beard	Associate	\$145	63	0	0	0	0	0	7	<b>\$10,150</b>
Carlos Paz Ramos	Project Manager	\$195	0	0	0	0	5	0	89	<b>\$18,330</b>
TBD	Proofer	\$103	5	5	0	0	0	0	0	<b>\$1,030</b>
Estimated Travel Cost**		NA	0	0	\$9,000	0	0	\$6,000	0	<b>\$15,000</b>
<b>Total Hours / US\$</b>			<b>108</b>	<b>247</b>	<b>113</b>	<b>60</b>	<b>109</b>	<b>88</b>	<b>149</b>	<b>\$250,430</b>

**Total cost of Contract not to exceed \$549,539.**



Committed to Achieving Clean Air to Protect  
the Public's Health and the Environment

# ATTACHMENT C

## Contractor Travel Policy

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Contractors who are under agreement with the District and who plan to bill the District for travel expenses per the terms of their Contract must adhere to this Contractor Travel Policy.

### **GUIDELINES**

#### **Making Travel Arrangements**

When making travel arrangements, Contractor should take reasonable measures to secure the lowest fares and prices for transportation, lodging, and food. Documentation of this research will be required to receive reimbursement. **Please note that booking travel and hotel arrangements at the same time can result in significant savings to the District and therefore is encouraged.**

1. The Bay Area Air Quality Management District shall reimburse travel-related expenses to cover lodging, meals, other incidental expenses and costs of transportation subject to the following limitations:
  - **Air Transportation** - Coach class rate for all flights. If coach is not available, business class rate is permissible only with prior written client approval.
  - **Car Rental** – A compact car rental. Mid-size cars rentals are permissible if the rental is shared by three or more individuals.
  - **Lodging** – Holiday Inn will be used up to the [federal GSA FTR rates](#) for San Francisco, California. If Holiday Inn is not used then reimbursement will be at the [current rate for a standard room at Holiday Inn](#).
  - **Meals** – Up to the [federal GSA FTR rates](#) for San Francisco, California.
  - **Incidentals** – Up to the [federal GSA FTR rates](#) for San Francisco, California.
  - **Mileage** – Reimbursement will be provided at the [current reimbursement rate](#) for each mile, or the equivalent of the IRS Mileage rate, whichever is greater.
  - **Parking** - Travelers will be reimbursed for airport parking or nearby lots for overnight or day trips. For trips ranging from 2-7 days, outlying or long-term lots are recommended. For trips of longer duration, the cost of shuttle service in lieu of parking charges shall be considered. Travelers will be reimbursed for parking near the BAAQMD office for meetings.
  - **Ground Transportation** – The least expensive means of transportation shall be used within the Bay Area, considering time and other constraints. Travelers not affiliated with the San Francisco or Oakland office will be reimbursed for public transportation and taxis, provided they do not have a rental car

2. Supporting documentation shall be provided for travel-related expenses in accordance with the following requirements:
  - **Airfare, Car Rentals, Lodging** – Bills for actual expenses incurred.
  - **Meals** – Meals billed in excess of \$25.00 each day require receipts or other supporting documentation for the total amount of the bill to be approved by the DISTRICT.
  - **Other Travel Related Expenses** – Receipts are required for all individual items in excess of twenty five dollars (\$25.00).
3. Travel Time Charging
  - Contractor employees (and subcontractors) are to record hours actually worked (those in which a benefit to the DISTRICT was provided during travel) when traveling on business for the firm. This normally will not include all hours during travel, except when all travel is within the normal business day (8:00 AM – 5:00 PM). If travel is on a normal business day, then travel will be arranged for morning or evening so as to minimize travel during working hours (8:00 AM – 5:00 PM) and maximize on-site time on the day of travel. Time that is incurred because of personal preference or combining personal travel with business is not to be charged.



**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**PROFESSIONAL SERVICES CONTRACT**

**CONTRACT NO. 2021.073**

1. PARTIES – The parties to this Contract (“Contract”) are the Bay Area Air Quality Management District (“DISTRICT”) whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and **Metropolitan Group, LLC** (“CONTRACTOR”) whose address is 733 SW Oak Street, Suite 100, Portland, OR 97205.
  
2. RECITALS
  - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for services described in the Scope of Work, attached hereto as Attachment A and made a part hereof by this reference. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the services.
  - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
  
3. PERFORMANCE REQUIREMENTS
  - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
  - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
  - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
  - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
  - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
  - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraph D above.
  
4. TERM – The term of this Contract is from the date of execution of the Contract to September 30, 2022, unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.

5. TERMINATION

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

6. INSURANCE

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

automobile liability insurance in the required coverage amount from the rental agency.

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

7. INDEMNIFICATION

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

8. PAYMENT

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

- iii) DISTRICT shall pay CONTRACTOR within thirty (30) calendar days after approval by DISTRICT of an itemized invoice.
  - D. The total amount for which DISTRICT may be held liable for the performance of services specified in this Contract shall not exceed \$90,000.
9. DISPUTE RESOLUTION – A party that disputes a notice of breach must first seek mediation to resolve the dispute in accordance with the provisions set forth below.
- A. Upon receipt of a notice of breach of contract, the party may submit a demand for mediation to resolve whether or not a breach occurred. The party must state the basis of the dispute and deliver the demand within ten (10) business days of the date of receipt of the notice of breach.
  - B. The mediation shall take place at DISTRICT’s office at 375 Beale Street, Suite 600, San Francisco, or at such other place as may be mutually agreed upon by the parties and the mediator.
  - C. The parties shall make good faith efforts to hold the mediation within thirty (30) days after receipt of the demand for mediation.
  - D. Each party shall bear its own mediation costs.
  - E. In the event the parties are unable to resolve the dispute, either party may file an action in a court of competent jurisdiction to enforce the Contract.
  - F. Maximum recovery under this section shall be limited to \$90,000. The mediation costs shall not reduce the maximum amount recoverable under this section.
10. NOTICES – All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail, facsimile, or regular first class mail. In the case of e-mail and facsimile communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. E-mail and facsimile communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. PST. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

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

CONTRACTOR: Metropolitan Group, LLC  
733 SW Oak St., Suite 100  
Portland, OR 97205  
Attn: Sarah Dotlich

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

12. EMPLOYEES OF CONTRACTOR

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

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

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

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

to in writing.

15. PUBLICATION

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

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

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

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

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

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

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

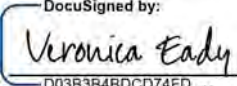
26. ENTIRE CONTRACT AND MODIFICATION – This Contract represents the final, complete, and exclusive statement of the agreement between the parties related to CONTRACTOR providing services to DISTRICT and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has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

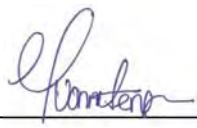
27. SURVIVAL OF TERMS – The provisions of sections 7 (Indemnification), 13 (Confidentiality), 14 (Intellectual Property Rights), and 15 (Publication) shall survive the expiration or termination of this Contract.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

METROPOLITAN GROUP

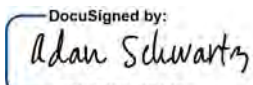
By:   
\_\_\_\_\_  
Jack P. Broadbent  
Executive Officer/APCO

By:   
\_\_\_\_\_  
Yvonne Tengwall  
Chief Operating Officer

Date: 10/27/2021

Date: 10/08/2021

Approved as to form:  
District Counsel

By:   
\_\_\_\_\_  
~~Brian C. Bunger~~ Adan Schwartz  
~~District Counsel~~ Acting District Counsel



## ATTACHMENT A

### SCOPE OF WORK

CONTRACTOR shall support the development of an Environmental Justice (EJ) Strategy, provide strategic counsel and relationship building activities, and develop an EJ training curriculum for DISTRICT. The work will be led by CONTRACTOR's EJ team.

#### **Task 1: Initial Kickoff and Project Work Planning**

1. CONTRACTOR shall conduct a Board of Director's presentation to provide an explanation and an overview of the plan to develop the EJ strategy and framework. CONTRACTOR assumes a 1-hour presentation.
2. CONTRACTOR shall conduct a meeting and presentation with the DISTRICT's management, Environmental Justice Officer, Diversity, Equity, and Inclusion Office (henceforth known as DE&I) to provide an explanation and overview of the plan to develop the EJ strategy and framework. CONTRACTOR assumes a 1-hour meeting and presentation.
3. CONTRACTOR shall conduct an initial conference with the Community Advisory Council to provide an explanation and overview of the plan to develop the EJ strategy and framework. CONTRACTOR assumes a 90-minute conference presentation.

#### *Deliverables:*

- Presentation for Board of Directors and District management, Environmental Justice Officer, DE&I Office.
- Conference presentation to the Community Advisory Council.

#### **Task 2: Develop Framework for EJ Strategy**

1. CONTRACTOR shall conduct an EJ assessment of DISTRICT, with specific focus on the Community Engagement department as an entry point to conducting a broader EJ and equity assessment of the DISTRICT. CONTRACTOR will:
  - a. Review existing relevant materials from DISTRICT including existing documents related to diversity, equity, and inclusion, EJ and public engagement. CONTRACTOR assumes materials will be provided by DISTRICT and has budgeted for a total of eight hours for review time.
  - b. Conduct a half day work session with DISTRICT's Board of Director's Equity Committee to help inform the strategic direction.
  - c. Attend two (2) board meetings to listen and hear about the perceptions of the issues at play within the DISTRICT, and opportunities and challenges regarding implementation of an effective EJ strategy.
  - d. Conduct deep listening through interviews with other critical stakeholders—internal as well as key external partners, community members and environmental justice advocates to inform the EJ strategy and identify ways to strengthen the public engagement process with EJ stakeholders. This task includes up to 20 interviews with identified staff and external stakeholders. CONTRACTOR assumes DISTRICT will identify staff and stakeholders.
2. CONTRACTOR shall develop a framework for the EJ strategy and will share and discuss with DISTRICT leadership and board members to further refine and finalize the EJ strategy. The

framework will be up to 15 pages and include two rounds of edits and review from DISTRICT.

*Deliverables:*

- Framework for EJ strategy.
- Development of presentations and communication with the public and Assembly Bill 617 stakeholders.

**Task 3: Design and Conduct EJ Training for DISTRICT Staff**

1. CONTRACTOR shall create and facilitate EJ curriculum and training for internal DISTRICT staff, with initial focus on the Community Engagement department and DISTRICT's Board of Directors. CONTRACTOR will:
  - a. Develop an internal EJ curriculum for a half day training to build deep organizational understanding of EJ and the nuanced differences between equity and EJ.
  - b. Conduct training with DISTRICT's Community Engagement team.
  - c. Conduct training with DISTRICT's Board of Directors.
  - d. Identify needs for community training.

*Deliverables:*

- EJ 101 training module and facilitated training for 2 internal groups (Community Engagement and the Equity Resource Team).

**Task 4: Relationship Building, Strategic Counsel and Coaching**

1. CONTRACTOR shall provide strategic counsel and coaching to DISTRICT leadership on how to navigate the internal and external landscape as DISTRICT builds a dedicated and co-created EJ strategy. CONTRACTOR will:
  - a. Provide up to 30 hours over six months to work with DISTRICT leadership where needed to provide coaching on how to enhance and build better relationships with EJ communities, providing strategic counsel and conflict resolution expertise.
  - b. Attend two (2) external community meetings to conduct deep listening and hear perceptions of the issues at play according to community members. For one of these meetings, CONTRACTOR will focus on the needs of immigrants and linguistically isolated communities specifically.
  - c. Develop a vision statement (1 to 2 pages) for an EJ strategy and community engagement process based on the thinking of DISTRICT's Senior Deputy Executive Officer, Veronica Eady. This document will be used for both internal and external engagement and will serve as a framework and strategy to support enhanced public trust building to distinguish and advance her new thinking and approaches.

*Deliverables:*

- Vision statement from Senior Deputy Executive Officer that outlines a new era of relationship building and public engagement for DISTRICT and the communities it serves.

**Task 5: Project Management and DISTRICT Collaboration**

1. CONTRACTOR shall convene bi-weekly meetings with DISTRICT staff to assess overall progress on the contract, troubleshoot issues and make course corrections as needed.
2. CONTRACTOR shall schedule meetings, develop meeting agendas, take meeting notes or provide summaries in coordination with DISTRICT staff.

3. CONTRACTOR shall produce two summary reports: one report for DISTRICT leadership about internal and external collaboration; and one report for DISTRICT and community groups, summarizing the assessment of problems in the historical relationships and recommendations/solutions for collaboration on advancing the EJ framework and vision statement.

*Deliverables:*

- Meeting agendas and notes/summaries
- Two summary reports as outlined above.

DRAFT

**ATTACHMENT B****COST SCHEDULE**

DISTRICT will pay CONTRACTOR for the work outlined in Attachment A, Scope of Work, according to the payment table below, up to a maximum amount of \$90,000. Payment for tasks 1-4 will be made upon completion of each task as shown in the table below and in accordance with Section 8 ("Payment") of this Contract. Payment for task 5 will be made in seven (7) installments of \$2,643.57 each. Each installment will be made along with the payment made upon completion of each of the tasks and subtasks itemized in the table below. Payments will be made in accordance with Section 8 ("Payment") of the Contract.

<b>Activity</b>	<b>Payment</b>
<b>Task 1: Initial Kickoff and Project Work Planning</b>	\$7,485
<b>Task 2: Develop Framework for EJ Strategy</b>	
1. Conduct an EJ assessment of DISTRICT	\$21,955
2. Draft framework for EJ Strategy	\$6,705
<b>Task 3: Design and Conduct EJ Training for DISTRICT Staff</b>	
1. Design and conduct EJ 101 training for DISTRICT's Community Engagement team and Board of Directors	\$14,600
<b>Task 4: Relationship Building, Strategic Counsel and Coaching</b>	
1. Provide strategic counsel on relationship building efforts	\$11,550
2. Attend two (2) external community meetings to conduct deep listening and hear perceptions of the issues at play according to community members.	\$5,700
3. Develop Senior Deputy Executive Officer's EJ vision statement	\$3,500
<b>Task 5: Project Management and DISTRICT Collaboration</b>	\$18,505
<b>Total</b>	<b>\$90,000</b>

**Total cost of Contract not to exceed \$90,000.**

**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: April 3, 2024

Re: Authorization to Execute a Contract Amendment with Trinity Consultants for  
BioWatch Maintenance and Operations

RECOMMENDED ACTION

Authorize the Executive Officer/APCO to execute an amendment to a contract with Trinity Consultants to adjust the dollar amount of the contract from \$1,434,665 to \$2,915,240 to cover BioWatch maintenance and operations for July 1, 2024 through June 30, 2025.

BACKGROUND

The Air District operates a Bay Area monitoring network pursuant to the Department of Homeland Security (DHS) BioWatch Program. BioWatch monitors the air for biological agents likely to be used in a bioterrorism attack. If a detection occurs, public health and other local and state officials use the information to coordinate emergency response, including prompt medical care and other actions to protect public health and safety.

DISCUSSION

In 2023, the Air District sought a qualified contractor to maintain and operate all aspects of the network of air sampling sites and to develop additional sites, as required. An RFQ was open from May 10 through May 26, 2023 and was posted on the Air District website and shared with our bidders list (120 vendors). Two Air District staff members evaluated the single submission based on the following criteria: comprehension of and ability to provide services to the Air District; experience of firm; quality and diversity of work product; demonstrated knowledge of Air District activities; number, complexity, and nature of similar services provided by firm; and proposed fee structure. Based on this review, Air District staff deemed the current contractor, Trinity Consultants, to be highly qualified to continue operating the BioWatch network. T&B Systems (now a business unit under Trinity Consultants) has been operating the BAAQMD BioWatch network since its inception in 2002 and has the experience and staff needed to operate the current network of 32 sites throughout the Bay Area. The Board approved a one-year contract for \$1,434,665 with Trinity Consultants on July 31, 2023. Based on satisfactory performance for the prior fiscal year, Air District staff are proposing to continue this contract for another year, for July 1, 2024 through June 30, 2025, increasing the contract amount by \$1,480,575.

The contract amendment also includes updated terms to address compliance with labor regulations (Davis-Bacon Act, Anti-Kickback Act, Contract Work Hours and Safety Standards Act, Equal Employment Opportunity Compliance, and the California Labor Code on prevailing wages), to clarify requirements on public works projects and audit and inspection of records.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for the vendor contract recommendation is provided by a grant from the Department of Homeland Security that is included in 809 program budget for FYE 2024 and 2025.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Charley Knoderer  
Reviewed by: Ranyee Chiang

ATTACHMENTS:

1. Attachment 1: Executed Contract for Trinity Consultants
2. Attachment 2: Draft Contract Amendment for Trinity Consultants

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**PROFESSIONAL SERVICES CONTRACT**

**CONTRACT NO. 2023.122**

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 **Trinity Consultants, Inc.** (“CONTRACTOR”) whose address is 12700 Park Central Drive, Suite 600, Dallas, Texas 75251.
  
2. **RECITALS**
  - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for services described in the Scope of Work, attached hereto as Attachment A and made a part hereof by this reference. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the services.
  - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
  
3. **PERFORMANCE REQUIREMENTS**
  - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
  - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
  - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
  - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
  - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
  - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraphs A-E above.
  
4. **TERM** – The term of this Contract is from July 1, 2023 to June 30, 2024, unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.

5. TERMINATION

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

6. INSURANCE

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



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

7. INDEMNIFICATION

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

8. PAYMENT

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

- iii) DISTRICT shall pay CONTRACTOR within thirty (30) calendar days after approval by DISTRICT of an itemized invoice. The DISTRICT will approve or deny submitted invoices within thirty (30) calendar days of submission.
- D. The total amount for which DISTRICT may be held liable for the performance of services specified in this Contract shall not exceed \$1,434,665.

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

- A. Upon receipt of a notice of breach of contract, the party may submit a demand for mediation to resolve whether or not a breach occurred. The party must state the basis of the dispute and deliver the demand within ten (10) business days of the date of receipt of the notice of breach.
- B. The mediation shall take place at DISTRICT’s office at 375 Beale Street, Suite 600, San Francisco, or at such other place as may be mutually agreed upon by the parties and the mediator.
- C. The parties shall make good faith efforts to hold the mediation within thirty (30) days after receipt of the demand for mediation.
- D. Each party shall bear its own mediation costs.
- E. In the event the parties are unable to resolve the dispute, either party may file an action in a court of competent jurisdiction to enforce the Contract.
- F. Maximum recovery under this section shall be limited to \$1,434,665. The mediation costs shall not reduce the maximum amount recoverable under this section.

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

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

CONTRACTOR: Trinity Consultants  
 12700 Park Central Drive, Suite 600  
 Dallas, Texas 75251  
 Attn: David H. Bush

11. ADDITIONAL PROVISIONS – All attachment(s) to this Contract are expressly incorporated herein

by this reference and made a part hereof as though fully set forth.

12. EMPLOYEES OF CONTRACTOR

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

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

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

- F. Prevent access to such materials by a person or entity not authorized under this Contract.
  - G. Establish specific procedures in order to fulfill the obligations of this section.
14. INTELLECTUAL PROPERTY RIGHTS – Title and full ownership rights to all intellectual property developed under this Contract shall at all times remain with DISTRICT, unless otherwise agreed to in writing.
15. PUBLICATION
- A. DISTRICT shall approve in writing any report or other document prepared by CONTRACTOR in connection with performance under this Contract prior to dissemination or publication of such report or document to a third party. DISTRICT may waive in writing its requirement for prior approval.
  - B. Until approved by DISTRICT, any report or other document prepared by CONTRACTOR shall include on each page a conspicuous header, footer, or watermark stating “DRAFT – Not Reviewed or Approved by BAAQMD,” unless DISTRICT has waived its requirement for prior approval pursuant to paragraph A of this section.
  - C. Information, data, documents, or reports developed by CONTRACTOR for DISTRICT, pursuant to this Contract, shall be part of DISTRICT’s public record, unless otherwise indicated. CONTRACTOR may use or publish, at its own expense, such information, provided DISTRICT approves use of such information in advance. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract:  
  

“This report was prepared as a result of work sponsored, paid for, in whole or in part, by the Bay Area Air Quality Management District (District). The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of the District. The District, its officers, employees, contractors, and subcontractors make no warranty, expressed or implied, and assume no legal liability for the information in this report.”
  - D. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and shall require compliance with the above.
16. NON-DISCRIMINATION – In the performance of this Contract, CONTRACTOR shall not discriminate in its recruitment, hiring, promotion, demotion, and termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, medical condition, or physical or mental disability and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code sections 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts. CONTRACTOR shall also require each subcontractor performing work in connection with this Contract to comply with this section and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.
17. PROPERTY AND SECURITY – Without limiting CONTRACTOR’S obligations with regard to security, CONTRACTOR shall comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT’s premises.

18. ASSIGNMENT – No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Contract to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.
19. WAIVER – No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Contract shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a party to enforce performance by the other party of any term, covenant, or condition of this Contract, and the failure of a party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.
20. ATTORNEYS' FEES – In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.
21. FORCE MAJEURE – Neither DISTRICT nor CONTRACTOR shall be liable for or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the services, or other causes, except financial, that are beyond the reasonable control of DISTRICT or CONTRACTOR, for a period of time equal to the period of such force majeure event, provided that the party failing to perform notifies the other party within fifteen calendar days of discovery of the force majeure event, and provided further that that party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to party's own action or inaction, then such cause shall not excuse that party from performance under this Contract.
22. SEVERABILITY – If a court of competent jurisdiction holds any provision of this Contract to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.
23. HEADINGS – Headings on the sections and paragraphs of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
24. COUNTERPARTS/FACSIMILES/SCANS – This Contract may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same contract. The parties may rely upon a facsimile copy or scanned copy of any party's signature as an original for all purposes.
25. GOVERNING LAW – Any dispute that arises under or relates to this Contract shall be governed

by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Contract, including mediation, shall be San Francisco, California.


26. ENTIRE CONTRACT AND MODIFICATION – This Contract represents the final, complete, and exclusive statement of the agreement between the parties related to CONTRACTOR providing services to DISTRICT and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Contract may only be amended by mutual agreement of the parties in writing and signed by both parties.
27. SURVIVAL OF TERMS – The provisions of sections 7 (Indemnification), 13 (Confidentiality), 14 (Intellectual Property Rights), and 15 (Publication) shall survive the expiration or termination of this Contract.
28. SUPERSEDING FEDERAL FUNDING REQUIREMENTS
- A. This Contract is subject to the Department of Homeland Security (DHS) Terms and Conditions for the applicable fiscal year for which this contract is in effect and is incorporated herein by reference. DHS Terms and Conditions are linked here: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>. In the event of any inconsistency between the Contract and the DHS Terms and Conditions, the DHS Terms and Conditions for the applicable year shall govern. All references to “recipients” or “sub-recipients” in the DHS Terms and Conditions shall be deemed refer to as “CONTRACTOR.”
  - B. Clean Air Act and the Federal Water Pollution Control Act. CONTRACTOR and subcontractor agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). CONTRACTOR and subcontractor agree to report violations of applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387) to the DISTRICT, the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). CONTRACTOR and subcontractor agree and understand that DISTRICT may report violations of applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) by CONTRACTOR or subcontractor to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
  - C. Debarment and Suspension Certification
    - i) CONTRACTOR's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that CONTRACTOR or any person associated therewith in the capacity of owner, partner, director, officer or manager:
      - a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
      - b. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
      - c. Does not have a proposed debarment pending; and


- d. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
  - ii) Any exceptions to this certification must be disclosed to DISTRICT. Exceptions will not necessarily result in denial of recommendation for award or termination of Contract, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- D. Byrd Anti-Lobbying Certification
  - i) CONTRACTOR's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that CONTRACTOR certifies, to the best of its knowledge and belief, that:
    - a. No State, Federal, or Customer appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this Contract, or with the extension, continuation, renewal, amendment, or modification of this Contract.
    - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Contract, CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - ii) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
  - iii) CONTRACTOR also agrees that by signing this Contract it shall require that the language of this certification be included in all lower tier subcontracts, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

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

TRINITY CONSULTANTS, INC.


By:   
Philip M. Fine  
Executive Officer/APCO

By:   
Paul Greywall  
CEO

Date: 7/31/2023

Date: 7/18/2023

Approved as to form:  
District Counsel

By:   
Alexander Crockett  
District Counsel



## ATTACHMENT A

### SCOPE OF WORK

CONTRACTOR shall maintain and operate all aspects of a San Francisco Bay Area network of air sampling sites, and develop additional sites, as required, to meet the needs of DISTRICT. The air monitoring network is operated pursuant to the Department of Homeland Security's (DHS) BioWatch Program and in accordance with the latest Standard Operational Procedures (SOP) for BioWatch Field Operations. There are currently 32 sites in the air sampling network which operates 24 hours a day, 365 days a year.

CONTRACTOR shall be responsible for the tasks described below for the air sampling network. The actual order of the tasks will depend upon the pace of each individual task. DISTRICT will review and, if necessary, revise the work plan and schedule to ensure work progresses in accordance with DISTRICT priorities and DHS requirements.

#### **Task 1: Operate and maintain all aspects of the current air sampling network**

1. Daily delivery of all filters to the designated laboratory by the deadline assigned by the laboratory (currently 9:00 am);
2. Expeditiously maintain and repair all equipment associated with the BioWatch Program;
3. Perform all required quality assurance/quality control (QA/QC) and data processing as outlined in the latest SOP; and
4. Provide a summary of activities, progress, and explanation of charges with every invoice, and upon request by the DISTRICT, to keep the DISTRICT informed of all developments within the air sampling network.

#### **Task 2: Develop additional sites throughout the Bay Area to meet the requirements of the DISTRICT**

1. Provide sites and contacts responsible for securing leases or licenses for sites as defined by DISTRICT supplied maps and siting information; and
2. Collaborate and coordinate with DISTRICT to ensure that new sites are developed, leases or licenses are signed, and instrumentation deployed as required by the DISTRICT.

#### **Task 3: Incorporate new sites into the air sampling network as they become operational**

1. Incorporate all new sites into the existing air sampling network; and
2. Maintain compliance with Task 1, above, for all new sites.

#### **DISTRICT Responsibilities:**

1. Maintain and sign all leases and licenses for all sites;
2. Provide all documentation and information to allow the contractor to properly perform required tasks;
3. Act as an intermediary between involved governmental agencies, landlords, and the contractor;
4. Provide project and budgetary oversight;
5. Provide periodic updates on funding;
6. Provide all DHS and other applicable SOPs necessary to maintain the air sampling network in accordance with all requirements, or provide appropriate contacts at DHS to ensure compliance with requirements;

7. Provide DHS maps and information necessary to properly establish additional sampling locations; and
8. Pay all rents and meet all requirements needed to obtain and retain sites, as appropriate.

**ATTACHMENT B****COST SCHEDULE****Billing Rate:**

DISTRICT will pay CONTRACTOR for services provided under this Contract at the hourly rates listed in the table below.

<b>Staff</b>	<b>Position</b>	<b>Hourly Rate</b>
David Bush	Program Manager	\$235
Nicole Mazar	Field Manager	\$121
Amanda Lucero	Filter Specialist	\$71
Technician (more than 5 years of experience)	Technician II	\$63
Technician (less than 5 years of experience)	Technician I	\$47
Administrative Manager	Administrative Manager	\$75

**Direct Costs and Expenses:**

DISTRICT will also reimburse CONTRACTOR for reasonable and necessary expenses incurred in conjunction with the work performed under this Contract (e.g., hardware parts and supplies), including reasonable travel expenses in accordance with the DISTRICT's travel reimbursement policy attached hereto as Attachment C, and any administrative costs and expenses (e.g., rent and utility costs for office space). Reimbursable expenses such as project specific supplies and materials will be charged at cost. CONTRACTOR's invoices shall include a line item reflecting all direct costs and expenses.

Payments will be made in accordance with Section 8, Payment, of this Contract.

**Total Cost of Contract Not to Exceed: \$1,434,665**

## ATTACHMENT C



# Contractor Travel Policy

Contractors who are under agreement with the District and who plan to bill the District for travel expenses per the terms of their Contract must adhere to this Contractor Travel Policy.

## GUIDELINES

### **Making Travel Arrangements**

When making travel arrangements, Contractor should take reasonable measures to secure the lowest fares and prices for transportation, lodging, and food. Documentation of this research will be required to receive reimbursement. **Please note that booking travel and hotel arrangements at the same time can result in significant savings to the District and therefore is encouraged.**

1. The Bay Area Air Quality Management District shall reimburse travel-related expenses to cover lodging, meals, other incidental expenses and costs of transportation subject to the following limitations:
  - **Air Transportation** - Coach class rate for all flights. If coach is not available, business class rate is permissible only with prior written client approval.
  - **Car Rental** – A compact car rental. Mid-size cars rentals are permissible if the rental is shared by three or more individuals.
  - **Lodging** – Holiday Inn will be used up to the [federal GSA FTR rates](#) for San Francisco, California. If Holiday Inn is not used then reimbursement will be at the [current rate for a standard room at Holiday Inn](#).
  - **Meals** – Up to the [federal GSA FTR rates](#) for San Francisco, California.
  - **Incidentals** – Up to the [federal GSA FTR rates](#) for San Francisco, California.
  - **Mileage** – Reimbursement will be provided at the [current reimbursement rate](#) for each mile, or the equivalent of the IRS Mileage rate, whichever is greater.
  - **Parking** - Travelers will be reimbursed for airport parking or nearby lots for overnight or day trips. For trips ranging from 2-7 days, outlying or long-term lots are recommended. For trips of longer duration, the cost of shuttle service in lieu of parking charges shall be considered. Travelers will be reimbursed for parking near the BAAQMD office for meetings.
  - **Ground Transportation** – The least expensive means of transportation shall be used within the Bay Area, considering time and other constraints. Travelers not affiliated with the San Francisco or Oakland office will be reimbursed for public transportation and taxis, provided they do not have a rental car.

2. Supporting documentation shall be provided for travel-related expenses in accordance with the following requirements:

- **Airfare, Car Rentals, Lodging** – Bills for actual expenses incurred.
- **Meals** – Meals billed in excess of \$25.00 each day require receipts or other supporting documentation for the total amount of the bill to be approved by the DISTRICT.
- **Other Travel Related Expenses** – Receipts are required for all individual items in excess of twenty five dollars (\$25.00).

3. Travel Time Charging

- Contractor employees (and subcontractors) are to record hours actually worked (those in which a benefit to the DISTRICT was provided during travel) when traveling on business for the firm. This normally will not include all hours during travel, except when all travel is within the normal business day (8:00 AM – 5:00 PM). If travel is on a normal business day, then travel will be arranged for morning or evening so as to minimize travel during working hours (8:00 AM – 5:00 PM) and maximize on-site time on the day of travel. Time that is incurred because of personal preference or combining personal travel with business is not to be charged.

**AMENDMENT NO. 1 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2023.122**

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, March 14, 2024, and consists of eight (8) pages.

**RECITALS:**

1. The Bay Area Air Quality Management District (“DISTRICT”) and **Trinity Consultants, Inc.** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract to maintain and operate all aspects of the San Francisco Bay Area network of air sampling sites in accordance with the Department of Homeland Security’s BioWatch Program (the “Contract”), which Contract was executed on behalf of CONTRACTOR on July 18, 2023, and on behalf of DISTRICT on July 31, 2023.
2. The PARTIES seek to amend the term, the total maximum cost, and terms and conditions of the Contract because the DISTRICT seeks to have CONTRACTOR continue to provide the services prescribed in the Contract and CONTRACTOR desires to continue to provide those services.
3. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR amend the above-entitled Contract as follows:

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 4, “Term.” The term of the Contract shall be extended so that the termination date of the Contract is now June 30, 2025.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, “Payment,” of the Contract to replace “\$1,434,665” with “\$2,915,240,” to reflect that the total amount for which DISTRICT will pay or may be held liable for the performance of all work pursuant to the Contract, from the date of execution of the Contract up to and including June 30, 2025, is \$2,915,240.
3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, “Dispute Resolution,” of the Contract to replace “\$1,434,665” with “\$2,915,240,” to reflect that the maximum recovery under this section of the Contract shall be \$2,915,240.

4. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 28, "Superseding Federal Funding Requirements," of the Contract to add the following new paragraphs E, F, G, and H to the end of the section:

E. DAVIS-BACON ACT COMPLIANCE

- i) To the extent required by any Federal grant programs applicable to expected funding or reimbursement of DISTRICT's expenses incurred in connection with the services provided under the Contract, CONTRACTOR agrees to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) as set forth below. These requirements are in addition to the requirements set forth in the Contract.
- ii) CONTRACTOR shall be bound to the provisions of the Davis-Bacon Act and agrees to be bound by all the provisions of Labor Code section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>.

F. ANTI-KICKBACK ACT COMPLIANCE

- i) CONTRACTOR agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3), as may be applicable, which are incorporated by reference into the Contract.
- ii) CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as DHS may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii) A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor or subcontractor as provided in 29 C.F.R. § 5.12.

G. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- i) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek, in which he or she is employed on such work, to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one (1) and one-half (1/2) the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- ii) Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in (i) of this section CONTRACTOR and any

subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen or guards, employed in violation of the clause set forth in (i) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in (i) of this section.

- iii) Withholding for unpaid wages or liquidated damages: DISTRICT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in (ii) of this section.
- iv) Subcontracts: CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in (i) through (iv) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in G(i) through (iv) of this section.

#### H. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

- i) During the performance of the Contract, CONTRACTOR agrees as follows:
  - a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - b. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants



- will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an 4 Revised 20150105 investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.
  - d. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - e. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - f. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - g. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - h. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations,

or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. By this Contract Amendment, DISTRICT and CONTRACTOR amend the terms and conditions of the Contract by adding new Sections 29, 30, 31, 32, and 33 to the Contract which shall read as follows:

29. PUBLIC WORKS PROJECTS – CONTRACTOR shall obtain written approval from DISTRICT prior to performing any public works projects under this Contract and shall comply with Sections 30, 31, 32, and 33 below.

30. STATE STATUTORY REQUIREMENTS – Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair, and maintenance work performed under this Contract is subject to State prevailing wage laws. CONTRACTOR shall perform all work under this Contract in accordance with laws, statutes, the most recent building codes, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction over CONTRACTOR, DISTRICT, or the work, including, without limitation, the following:

A. CONTRACTOR and all subcontractors shall pay prevailing per diem wages and comply with all requirements of State of California Labor Code section 1770, and the applicable sections that follow, including section 1775.

B. CONTRACTOR shall keep, and cause all subcontractors to keep, accurate payroll records and comply with all requirements of State of California Labor Code section 1776.

C. CONTRACTOR shall comply, and cause all subcontractors to comply, with all requirements of State of California Labor Code sections 1777.5, 1777.6, and 1777.7 and State of California Code of Regulations, Title 8, section 200, and the applicable sections that follow, regarding apprentices.

D. CONTRACTOR shall not permit any worker to labor more than eight hours during any one day or more than 40 hours during any one calendar week, except as permitted by law and in accordance with conditions provided by law. CONTRACTOR shall forfeit to DISTRICT, as a penalty, \$25.00 for each worker employed in the execution of the Work by CONTRACTOR or any subcontractor, for each day during which each worker is required or permitted to work more than eight hours in any one day and 40 hours in any one calendar week in violation of the provisions of any law of the State of California. CONTRACTOR and each subcontractor shall keep, or cause to be kept, an accurate record showing the actual hours worked each day and each calendar week by each worker employed in connection with the Work, which record shall be kept open at all reasonable hours to the inspection of DISTRICT, its officers and agents, and to the inspection of the appropriate enforcement agency of the State of California.

31. LABOR CODE SECTION 1861 CERTIFICATION - In accordance with California Labor Code section 3700, CONTRACTOR is required to secure the payment of

compensation of its employees. By signing the Contract, CONTRACTOR certifies that:

“I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.”

32. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND ENFORCEMENT

- A. The Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). CONTRACTOR shall post job site notices, as prescribed by regulation. CONTRACTOR shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Contract.
- B. CONTRACTOR shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its certified payroll records to the Labor Commissioner of California and complying with any applicable enforcement by the DIR.
- C. Exemption from Registration Requirement for Small Projects
  - i. The law provides an exemption from the requirements for contractor/subcontractor DIR registration and awarding body project registration for projects and contracts of (a) \$25,000 or less when the project or contract is for construction, alteration, demolition, installation and repair, and (b) \$15,000 or less for maintenance work.
  - ii. Notwithstanding this exemption from the registration requirements, prevailing wage is still required for all public works projects over \$1,000. Contractors and subcontractors on small projects that are exempt from registration must still maintain certified payroll records, but do not need to submit the records to DIR during the term of the Contract.

33. AUDIT / INSPECTION OF RECORDS – 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.

- 6. By this Contract Amendment, DISTRICT and CONTRACTOR amend Attachment B, Cost Schedule, to replace "Total Cost of Contract Not to Exceed: \$1,434,665" where it appears with "Total Cost of Contract Not to Exceed: \$2,915,240."
- 7. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

TRINITY CONSULTANTS, INC.

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

By: \_\_\_\_\_  
Paul Greywall  
CEO

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

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

Approved as to form:  
General Counsel

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: April 3, 2024

Re: Authorization to Execute IT Design Services Contracts with ePlus Technology, Inc.  
and CipherEx, Inc.

**RECOMMENDED ACTION**

Authorize the Executive Officer/APCO to execute Contract No. 2024.045 with ePlus Technology, Inc. (ePlus) in the amount of \$83,000 for design services to modernize the Air District's information technology infrastructure, and execute Amendment No. 1 to Contract No. 2024.042 with CipherEx Inc. (CipherEx) increasing the total contract amount by \$70,000 (to a total contract amount of \$175,000), to provide design review and prototyping services for the design proposed by ePlus.

**BACKGROUND**

Since 2004 the Air District has executed projects to refresh its information technology infrastructure every six years. The design phase of this project includes a business needs projection, cloud migration assessment and an evaluation of on premises needs for computer server, storage, network, and security infrastructure. A period of six years has been selected because that is the generally accepted maximum useful life for this type of information technology infrastructure.

The Air District was due to refresh its information technology infrastructure in 2022 but elected to defer the project for two years because the existing infrastructure was assessed to be sufficient to operate for that extended period. Now, after eighth years of operation, the current infrastructure is in need of modernization.

**DISCUSSION**

The Air District issued RFP 2022-013 to solicit proposals for the redesign of the Air District's infrastructure. Proposals were received by eight firms and were evaluated by a panel under Air District's procurement procedures. The three vendors with the highest scoring proposals were selected to move forward with interviews. ePlus scored the highest and is recommended to execute the primary infrastructure design. CipherEx scored the second highest and is recommended to provide design review and prototyping for the design proposed by ePlus.

The scoring summary for the RFP is shown in Table 1.

**Table 1. Scoring Summary of RFP 2022-013**

<b>VENDOR</b>	<b>PROPOSAL SCORE (100 Max)</b>	<b>INTERVIEW SCORE (78 Max)</b>	<b>TOTAL SCORE (178 Max)</b>
ePlus Technology, inc.	85	68	153
Cipherex, Inc.	82	67.67	149.67
Presidio Networked Solutions Group, LLC	83	57.67	140.67
Buchanan Technologies	78		
Netxperts	73		
NetServ	71.33		
TachTech	71.33		
SoftSages Technology	64		

The amount requested for the design project under these agreements is \$83,000 for ePlus, and \$70,000 for CipherEx bringing the total project amount to \$153,000.

Procurement policies require the review of the prior three-year total amounts spent with vendors under evaluation for new contracts. Over the prior three years these vendors have performed well in providing related services. CipherEx has been engaged for regular infrastructure maintenance tasks, and ePlus has provided software licenses for various infrastructure components.

The total amount spent with each vendor over the past three years is show in in Table 2:

Table 2. Prior Three Year Spend

<b>Vendor</b>	<b>Prior 3 years</b>	<b>This Request</b>
CipherEx	\$175,000	\$70,000
ePlus	\$164,564	\$83,000

**BUDGET CONSIDERATION/FINANCIAL IMPACT**

The total amount of \$153,000 for IT Infrastructure design is budgeted under program 726 in the FYE 24 budget.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

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

ATTACHMENTS:

1. Original Executed Master Service Contract No. 2024.042 - CipherEx , Inc.
2. Draft Amendment 1 Contract No. 2024.042 - CipherEx, Inc.
3. Draft Professional Services Contract No. 2024.045 - ePlus Technology, Inc.



**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**MASTER SERVICES CONTRACT**

**CONTRACT NO. 2024.042**

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 **CipherEx Inc.** (“CONTRACTOR”) whose address is 2010 Crow Canyon Place, Suite 100, San Ramon, CA 94583.
2. **RECITALS**
  - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for Services as defined herein. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the Services.
  - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
3. **DEFINITIONS**
  - A. “Purchase Order” shall mean the written or electronic document used by DISTRICT to track payments to CONTRACTOR under this Contract.
  - B. “Services” shall mean the services to be provided by CONTRACTOR hereunder as generally described in the General Description of Services, attached hereto as Attachment A and made a part hereof by this reference, and as specifically described in Task Orders issued pursuant to this Contract.
  - C. “Task Order” shall mean a written request by DISTRICT for specific services to be performed by CONTRACTOR.
4. **PERFORMANCE REQUIREMENTS**
  - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
  - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
  - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
  - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
  - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
  - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraphs A-E above.

5. TERM – The term of this Contract is from the date of execution of the Contract to December 31, 2026, 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 \$105,000. This Contract is not exclusive. CONTRACTOR expressly acknowledges and agrees that DISTRICT may purchase at its sole discretion, services that are identical or similar to the services described in this Contract from any third party.

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

- B. The mediation shall take place at DISTRICT's office at 375 Beale Street, Suite 600, San Francisco, or at such other place as may be mutually agreed upon by the parties and the mediator.
- C. The parties shall make good faith efforts to hold the mediation within thirty (30) days after receipt of the demand for mediation.
- D. Each party shall bear its own mediation costs.
- E. In the event the parties are unable to resolve the dispute, either party may file an action in a court of competent jurisdiction to enforce the Contract.
- F. Maximum recovery under this section shall be limited to the total value of all Task Orders issued under this Contract. The mediation costs shall not reduce the maximum amount recoverable under this section.

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

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

CONTRACTOR: CipherEx Inc.  
2010 Crow Canyon Place, Suite 100  
San Ramon, CA 94583  
Attn: Siamak Behbahani

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.

16. CONFIDENTIALITY – In order to carry out the purposes of this Contract, CONTRACTOR may require access to certain of DISTRICT's confidential information (including trade secrets, inventions, confidential know-how, confidential business information, and other information that DISTRICT

considers confidential) (collectively, "Confidential Information"). It is expressly understood and agreed that DISTRICT may designate in a conspicuous manner Confidential Information that CONTRACTOR obtains from DISTRICT, and CONTRACTOR agrees to:

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

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

18. PUBLICATION

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

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

- D. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and shall require compliance with the above.
19. NON-DISCRIMINATION – In the performance of this Contract, CONTRACTOR shall not discriminate in its recruitment, hiring, promotion, demotion, and termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, medical condition, or physical or mental disability and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts. CONTRACTOR shall also require each subcontractor performing services in connection with this Contract to comply with this section and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.
20. PROPERTY AND SECURITY – Without limiting CONTRACTOR’S obligations with regard to security, CONTRACTOR shall comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT’s premises.
21. ASSIGNMENT – No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Contract to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.
22. WAIVER – No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Contract shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a party to enforce performance by the other party of any term, covenant, or condition of this Contract, and the failure of a party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.
23. ATTORNEYS’ FEES – In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys’ fees and costs.
24. FORCE MAJEURE – Neither DISTRICT nor CONTRACTOR shall be liable for or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls,

regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the services, or other causes, except financial, that are beyond the reasonable control of DISTRICT or CONTRACTOR, for a period of time equal to the period of such force majeure event, provided that the party failing to perform notifies the other party within fifteen calendar days of discovery of the force majeure event, and provided further that that party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to party's own action or inaction, then such cause shall not excuse that party from performance under this Contract.

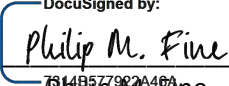
25. SEVERABILITY – If a court of competent jurisdiction holds any provision of this Contract to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them will not be affected.
26. HEADINGS – Headings on the sections and paragraphs of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
27. COUNTERPARTS/FACSIMILES/SCANS – This Contract may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same contract. The parties may rely upon a facsimile copy or scanned copy of any party's signature as an original for all purposes.
28. GOVERNING LAW – Any dispute that arises under or relates to this Contract shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Contract, including mediation, shall be San Francisco, California.
29. ENTIRE CONTRACT AND MODIFICATION – This Contract represents the final, complete, and exclusive statement of the agreement between the parties related to CONTRACTOR providing services to DISTRICT and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Contract may only be amended by mutual agreement of the parties in writing and signed by both parties.
30. SURVIVAL OF TERMS – The provisions of sections 8 (Indemnification), 16 (Confidentiality), 17 (Intellectual Property Rights), and 18 (Publication) shall survive the expiration or termination of this Contract.




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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

CIPHEREX INC.

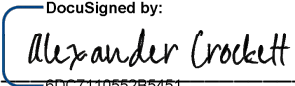
By:   
Philip M. Fine  
Executive Officer/APCO

By:   
Siamak Behbahani  
CEO

Date: 3/13/2024

Date: 03/11/2024

Approved as to form:  
District Counsel

By:   
Alexander Crockett  
General Counsel

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

DISTRICT's Information Technology (IT) network utilizes advanced CISCO hardware with failover and high availability systems. Over time, the network infrastructure requires maintenance, updates and enhancements as the manufacturer releases updates and patches for their systems. These activities require an expert level of technical proficiency and knowledge specific to the equipment makes and models utilized in the infrastructure.

Pursuant to Task Orders issued under the Contract, CONTRACTOR shall provide technical project support for maintenance, upgrades and enhancements to the DISTRICT's IT network.

**AMENDMENT NO. 1 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2024.042**

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, March 18, 2024.

**RECITALS:**

1. The Bay Area Air Quality Management District ("DISTRICT") and **CipherEx Inc.** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for technical project support for maintenance, upgrades and enhancements to the DISTRICT's Information Technology infrastructure (the "Contract"), which Contract was executed on behalf of CONTRACTOR on March 11, 2024, and on behalf of DISTRICT on March 13, 2024.
2. The PARTIES seek to amend the total maximum cost of the Contract because DISTRICT seeks to have CONTRACTOR provide additional services to DISTRICT and CONTRACTOR desires to provide those additional services, up to the new total maximum cost.
3. In accordance with Section 29 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph C of Section 9, "Agreement to Provide Services," of the Contract to replace "\$105,000" with "\$175,000."
2. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

CIPHEREX INC.

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

By: \_\_\_\_\_  
Siamak Behbahani  
CEO

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

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

Approved as to form:  
General Counsel

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

DRAFT

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**PROFESSIONAL SERVICES CONTRACT**

**CONTRACT NO. 2024.045**

**Bay Area Air Quality Management District-Network Refresh-122781**

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 ePlus Technology, inc. (“CONTRACTOR”) whose address is 13595 Dulles Technology Drive, Herndon, VA 20171-3413.
2. **RECITALS**
  - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for services described in the Scope of Work, attached hereto as Attachment A and made a part hereof by this reference. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the services.
  - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
3. **PERFORMANCE REQUIREMENTS**
  - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
  - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and to pay all applicable fees.
  - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
  - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
  - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
  - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraphs A-E above.
4. **TERM** – The term of this Contract is from the date of execution of the Contract to July 31, 2024, unless further extended by amendment of this Contract in writing and signed by both parties, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.

5. TERMINATION

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

6. INSURANCE

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

insurance in the required coverage amount from the rental agency.

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

#### 7. INDEMNIFICATION

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

#### 8. PAYMENT

- A. DISTRICT shall pay CONTRACTOR for services in accordance with the terms set forth in the Cost Schedule, which is attached hereto as Attachment B and incorporated herein by this reference.
- B. CONTRACTOR shall submit invoice(s) to DISTRICT for services performed. Each invoice shall specify the total cost of the services for which the invoice is submitted, shall reference tasks shown in the Scope of Work, the hours associated with same, or percentage completion thereof, and the amount of charge claimed, and, as appropriate, shall list any charges for equipment, material, supplies, travel, and subcontractors' services.
- C. DISTRICT's payment of invoices shall be subject to the following limitations and requirements:
  - i) Each invoice, including supporting documentation, shall be prepared in duplicate on CONTRACTOR's letterhead; shall list DISTRICT's contract number, the period covered by the invoice, and the CONTRACTOR's Social Security Number or Federal Employer Identification Number; and shall be submitted to: Bay Area Air Quality Management District, 375 Beale Street, Suite 600, San Francisco, CA 94105, Attn: Contracts Manager.
  - ii) DISTRICT shall not pay interest, fees, handling charges, or the cost of money on the Contract.
  - iii) DISTRICT shall pay CONTRACTOR within thirty (30) calendar days after approval by DISTRICT of an itemized invoice.
- D. The total amount for which DISTRICT may be held liable for the performance of services specified in this Contract shall not exceed \$83,000.

9. DISPUTE RESOLUTION – A party that disputes a notice of breach must first seek mediation to resolve the dispute in accordance with the provisions set forth below.
- A. Upon receipt of a notice of breach of contract, the party may submit a demand for mediation to resolve whether or not a breach occurred. The party must state the basis of the dispute and deliver the demand within ten (10) business days of the date of receipt of the notice of breach.
  - B. The mediation shall take place at DISTRICT’s office at 375 Beale Street, Suite 600, San Francisco, or at such other place as may be mutually agreed upon by the parties and the mediator.
  - C. The parties shall make good faith efforts to hold the mediation within thirty (30) days after receipt of the demand for mediation.
  - D. Each party shall bear its own mediation costs.
  - E. In the event the parties are unable to resolve the dispute, either party may file an action in a court of competent jurisdiction to enforce the Contract.
  - F. Maximum recovery under this section shall be limited to \$83,000. The mediation costs shall not reduce the maximum amount recoverable under this section.
10. NOTICES – All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail, facsimile, or regular first class mail. In the case of e-mail and facsimile communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. E-mail and facsimile communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. pacific time. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

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

CONTRACTOR: ePlus Technology, Inc.  
13595 Dulles Technology Drive  
Herndon, VA 20171-3413  
Attn: General Counsel, with copies to VP, Contracts

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



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

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

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

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

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

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

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

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

26. GOVERNING LAW – Any dispute that arises under or relates to this Contract shall be governed by California law, excluding any laws that direct the application of another jurisdiction’s laws. Venue for resolution of any dispute that arises under or relates to this Contract, including mediation, shall be San Francisco, California.

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

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

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

EPLUS TECHNOLOGY, INC.

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

By: \_\_\_\_\_  
Don McLaughlin  
Sr. VP Contracts

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

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

Approved as to form:  
General Counsel

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

## ATTACHMENT A

### SCOPE OF WORK

CONTRACTOR shall provide Information Technology (IT) infrastructure design, planning, and implementation services for the update of DISTRICT's server, storage, network, system monitoring, IT security and disaster recovery infrastructure. CONTRACTOR will perform analysis, conduct interviews, collect information, and provide design deliverables for an updated network infrastructure, data center technology, security infrastructure, and monitoring capabilities across these segments. The design will be focused on updating existing network components to the modern equivalent of each component, updating servers and storage to a CONTRACTOR recommended fit solution, and improving network security and segmentation.

CONTRACTOR will provide the design deliverables to DISTRICT so that a third-party installer would be prepared to perform the upgrades. CONTRACTOR shall be responsible for the following activities and for providing the listed deliverables:

#### 1. Project Management Activities

CONTRACTOR will manage the project dates, times, task assignment, milestones, and verify project task completion.

##### a. Project Initiation

CONTRACTOR will start the project by hosting a kick-off meeting. The kick-off meeting will consist of a Services scope review, date and time logistics, and other general project startup discussions. Tasks will include:

- Kick-off meeting
- Existing documentation review
- Staff assignments
- Administrative setup
- Initial scheduling

##### b. Project Management

Throughout the project, CONTRACTOR will host project meetings and provide regular reports on milestone or billing status, project progression, and issue/risk tracking. Tasks will include:

- Project schedule
- Team roster
- Deliverable assignments
- Communication plan
- Regular status meetings
- Change management plan

#### Project Management Deliverables

- Project plan for design project logistics and procurement of hardware (PDF and MS Project format)
- Project plan for implementation/migration (PDF and MS Project format)

## 2. Server and Storage Design Activities

CONTRACTOR will perform a discovery, and data collection and analysis of DISTRICT's existing data center infrastructure. Data center technology included in this discovery includes DISTRICT's server environment (bare metal and virtual machines), virtualization infrastructure (VMware or other), and the backup/data recovery infrastructure and strategy. Tasks will include:

- Server and storage discovery
  - Examine future state requirements
  - Explore relevant current state diagrams and documentation
  - Discuss the IT infrastructure operating model
  - Identify existing infrastructure observability and reporting tooling that can be used to measure resource utilization
  - Plan for the deployment of required data collection tooling and capture timeframe that will provide for accurate resource utilization and trend analysis
- Data collection and analysis
  - Deploy data collection tooling to run for the timeframe identified in discovery
  - Interview key stakeholders to complete storage and compute questionnaires
    - Workloads, capacity, performance, security, compliance, data protection, disaster recovery, and monitoring
  - Study the collected information and create a summarized report that provides inputs for hardware, software, and Services and architecture logic selection
  - Meet with key stakeholders to review the analysis for DISTRICT validation and feedback

### Server and Storage Design Deliverables

- Bill of Materials (BOM) and cost estimates for future data center software/hardware
- Data center technology and monitoring design documents/spreadsheets/diagrams
- Project plan updates for future state project plan (for implementation/migration).

## 3. Network Operations Discovery/Assessment Activities

CONTRACTOR will coordinate a network operations discovery session with DISTRICT's network operations team to discover the existing network monitoring framework and tools. The discussion will cover the following topics:

- Network tools and monitoring
- Network Circuit Utilization
- Network logging and log analysis

### Network Design Deliverables

- Recommendations for modification of existing design, including basis for recommendation:
  - VLANs
  - IP schemes
  - Northbound network connectivity
  - WAN routing strategy
- BOM and cost estimates for future network software/hardware
- Network technology and monitoring design documents/spreadsheets/diagrams
- Project plan updates for future state project plan (for implementation/migration)

#### 4. IT Security Design and Specifications Activities

CONTRACTOR will perform an analysis of DISTRICT's existing security posture, policies, procedures, and monitoring systems. The review will include the DISTRICT's internal and perimeter firewalls, virtual private network, and intrusion detection/prevention systems.

##### a. IT Security Network and Perimeter

- CONTRACTOR's Security Principal Architect will organize a security discussion with DISTRICT's IT security team to discover the existing network security layout of the data centers. The discussion topics will include network topology, segmentation, internet ingress/egress points, and perimeter defenses.

##### b. IT Security Intrusion Detection/Prevention

- CONTRACTOR's Security Principal Architect will organize a security discussion with DISTRICT's IT security team to review the existing intrusion detection and prevention systems. The discussion will center on the existing vulnerability management network scanning, patching, and response capabilities.

##### c. IT Security Monitoring

- CONTRACTOR's Security Principal Architect will review DISTRICT's existing monitoring, alerting, and logging system and make recommendations for enhanced threat detection and response for the new infrastructure architecture design.

#### IT Security Deliverables

- Security design documents:
  - Risk analysis of common attack vectors
  - Identification of necessary demilitarized zone (DMZ) and proxy servers necessary for controlled access
- BOM and cost estimates for future security software/hardware
- Security monitoring design documents/spreadsheets/diagrams
- Project plan updates for future state project plan (for implementation/migration)

#### 5. System Monitoring Design and Specifications Activities

CONTRACTOR will determine the monitoring needs of the environment and include these elements in the final design specification, bill of materials, and migration plan.

##### a. Server and storage monitoring

- Interview key stakeholders to complete storage and compute questionnaires
  - Workloads, capacity, performance, security, compliance, data protection, disaster recovery, and monitoring
- Identify existing infrastructure observability and reporting tooling that can be used to measure resource utilization

##### b. Network monitoring

- Network monitoring tools
- Network circuit utilization
- Network logging and log analysis

#### System Monitoring Deliverables

- Data center technology and monitoring design documents/spreadsheets/diagrams

- Network technology and monitoring design documents/spreadsheets/diagrams
- Security monitoring design documents/spreadsheets/diagrams
- BOM and cost estimates for software/hardware monitoring technologies

**Deliverable Due Dates**

CONTRACTOR will submit to DISTRICT a written notice of completion. DISTRICT will provide a notice of acceptance or a notice rejecting the work as complete via electronic mail to CONTRACTOR within fifteen (15) business days. If rejected, DISTRICT will provide, along with the rejection notice, a detailed description of any remedy required for acceptance. Once the notice of completion is accepted by DISTRICT, CONTRACTOR will invoice DISTRICT for all hours spent on the accepted work.

Deliverable	Due Date
Project Management Deliverables: <ol style="list-style-type: none"> <li>1. Project plan for design project logistics and procurement of hardware.</li> <li>2. Project plan for implementation/migration.</li> </ol>	April 22, 2024
BOM and Cost Estimates: <ol style="list-style-type: none"> <li>1. BOM and cost estimates for future data center software/hardware.</li> <li>2. BOM and cost estimates for future network software/hardware.</li> <li>3. BOM and cost estimates for future security software/hardware.</li> <li>4. BOM and cost estimates for software/hardware monitoring technologies.</li> </ol>	April 22, 2024
Final designs and remaining deliverables	July 1, 2024



**ATTACHMENT B**

**COST SCHEDULE**

DISTRICT will pay CONTRACTOR a fixed price of \$83,000 to complete the work outlined in the Scope of Work. Payments will be made upon DISTRICT’s receipt of CONTRACTOR’s deliverables as shown in Table 1: Payment Milestones, below. Payments will be made in accordance with Section 8 (“Payment”) of this Contract.

**Table 1: Payment Milestones**

<b>Deliverable</b>	<b>Due Date</b>	<b>Payment Amount</b>
Project Management Deliverables: 1. Project plan for design project logistics and procurement of hardware. 2. Project plan for implementation/migration.	April 22, 2024	\$20,000
BOM and Cost Estimates: 1. BOM and cost estimates for future data center software/hardware. 2. BOM and cost estimates for future network software/hardware. 3. BOM and cost estimates for future security software/hardware. 4. BOM and cost estimates for software/hardware monitoring technologies.	April 22, 2024	\$10,000
Final designs and remaining deliverables	July 1, 2024	\$53,000

**Total Cost of Contract Not to Exceed \$83,000.**

BOARD MEETING DATE: April 3, 2024

REPORT: Community Advisory Council

SYNOPSIS: The Community Advisory Council (Council) held a meeting on Thursday, March 21, 2024. The following is a summary of the meeting.

RECOMMENDED ACTION:

None; Receive and file.

John Kevin Jefferson, Co-Chair  
Latasha Washington, Co-Chair  
Ken Szutu, Co-Chair  
Community Advisory Council

KJJ/LW/KS:mh

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## CALL TO ORDER

The meeting facilitator, Randolph Belle, called the Community Advisory Council meeting to order at 6:00 p.m.

*This meeting was held in person, but was conducted under procedures authorized by Assembly Bill (AB) 2449 (Rubio 2022), allowing Council Members to attend Ralph M. Brown Act meetings remotely without following the traditional rules for teleconferenced meetings, if a member participating remotely demonstrates a need to do so, either because of an emergency circumstance or other “just cause” as defined in the statute (for non-emergencies, members may only make use of this provision two times per calendar year).*

### Roll Call:

Present, In Person: Council Co-Chairpersons Kevin John Jefferson, Latasha Washington, and Ken Szutu; and Council Members William Goodwin, Ms. Margaret Gordon, Arieann Harrison, Joy Massey, Hana Mendoza, Rio Molina, and Violet Saena.

Participated Remotely, via Zoom (remote presence does not count for quorum, but votes are counted for all action items): Council Member Fernando Campos and Mayra Pelagio (just cause).

Absent: Council Members Dr. Juan Aguilera, Dr. John Ritterman, and Kevin G. Ruano Hernandez.

*For additional details of the Community Advisory Council Meeting, please refer to the [webcast](#). Please use the webcast’s index to view specific agenda items.*

2. PUBLIC COMMENT ON NON-AGENDA MATTERS

No requests received.

CONSENT CALENDAR

3. APPROVAL OF THE DRAFT MINUTES OF THE COMMUNITY ADVISORY COUNCIL (CAC) MEETING OF JANUARY 18, 2024

Public Comments

No requests received.

Council Comments

None.

Council Action

Co-Chair Washington made a motion, seconded by Council Member Massey, to **approve** the Draft Minutes of the Community Advisory Council Meeting of January 18, 2024, and the motion **carried** by the following vote of the Council:

- AYES: Campos, Goodwin, Gordon, Harrison, Jefferson, Massey, Mendoza, Molina, Pelagio, Szutu, Washington.
- NOES: None.
- ABSTAIN: Saena.
- ABSENT: Aguilera, Ritterman, Ruano Hernandez.

Motion Approved

ACTION ITEMS

4. COMMUNITY ADVISORY COUNCIL WORK PLAN

This item was presented by the following members of the Work Plan Ad Hoc Committee: Co-Chair Ken Szutu, Council Member William Goodwin, and Council Member Rio Molina. The presentation *Community Advisory Council Workplan* included the slides: outcome; outline; requested action; initial work plan; revised work plan (March 2023 CAC meeting); developing an updated work plan; CAC Retreat – September 2023; and current CAC Work Plan – December 2023.

Public Comments

No requests received.

### Council Comments

The Council and staff discussed the desire for more action agenda items and less informational agenda items.

### Council Action

Co-Chair Washington made a motion, seconded by Council Member Harrison, to **adopt** the updated Community Advisory Council 2024-2025 Work Plan; and the motion **carried** by the following vote of the Council:

AYES: Campos, Goodwin, Harrison, Jefferson, Massey, Mendoza, Molina, Pelagio, Saena, Szutu, Washington.  
NOES: Gordon.  
ABSTAIN: None.  
ABSENT: Aguilera, Ritterman, Ruano Hernandez.

Motion Approved

## 5. **FUNDING COMMUNITY BENEFITS FROM PENALTY FUNDS**

Greg Nudd, Deputy Executive Officer, Science and Policy, gave the staff presentation *Funding Community Benefits from Penalty Funds*, including: potential presentation outcomes; proposal; previous CAC vote; remaining questions; community benefit project examples; background; about the penalties; penalty percentage allocation for local and regional community benefits - Option 1: 80-20; Option 2: 70-30; Option 3: 60-40; allocation results – Fiscal Year (FY) 24.

### Public Comments

Public comments were given by the following Richmond-North Richmond-San Pablo Path to Clean Air Community Emissions Reduction Plan Community Steering Committee Members: YAnad Burell (Co-Chair), Marisol Cantú, Alfredo Angulo (Co-Chair), and Nancy Peace.

### Council Comments

The Council and staff discussed concern about annual increases of penalty funds that are budgeted to partially fund the Air District's enforcement program, and the suggestion for a ceiling; whether community benefits projects can be both regionally and locally funded; whether limits could be placed on regional benefits; whether regional or local benefits could apply to law enforcement; the request for a Council orientation on how the Air District determines violations and penalty amounts; how the Air District charges fees to permitted sources based on the type of source; the cost of corrective actions; the manner in which collected penalties would be distributed to communities (who are the recipients, and the comparison of paying regional funds versus local funds); whether the penalties collected for regional benefits can be added to the Air District's budget target; the belief that a member of the Council had not been informed well

enough to be polled about penalty allocation options; whether facilities are fined for all of their violations; the manner in which new fees are added to a facility, and whether fees can be allocated for regional or local benefits; the Council's desire for healthy relationships with all of the designated Bay Area Community Health Protection Program (AB 617) Community Steering Committees; whether there is a statute of limitations for assessing penalties for past violations; and whether the Air District must enter into tolling agreements with penalized facilities.

Council Action

Co-Chairperson Szutu made a motion, seconded by Council Member Mendoza, to recommend that the Board of Directors **set** a policy in collaboration with the Community Advisory Council that automatically **allocates** a portion of penalties for local (80%) community and regional (20%) benefits; and the motion **carried** by the following vote of the Council:

AYES: Campos, Goodwin, Harrison, Massey, Mendoza, Molina, Pelagio, Saena, Szutu, Washington.  
NOES: Gordon.  
ABSTAIN: Jefferson.  
ABSENT: Aguilera, Ritterman, Ruano Hernandez.

Motion Approved

**THE COUNCIL RECESSED AT 7:33 P.M., AND RESUMED AT 7:45 P.M.**

INFORMATIONAL ITEM

**6. AIR DISTRICT STRATEGIC PLANNING UPDATE**

Dr. Philip M. Fine, Executive Officer / Air Pollution Control Officer (APCO), and CAC Co-Chair, Latasha Washington, gave the presentation *Strategic Planning Update*, including: outcome; requested action; outline; Environmental Justice (EJ) plan development; inputs for development of EJ priorities; examples of EJ priorities; developing EJ strategies: January 2024 to present; Strategic Plan; early input on Strategic Plan; CAC input (survey responses); consistent engagement findings; Strategic Plan framework and definitions; Draft Revision: Air District mission, core values, 5-year vision; draft goal areas; draft strategy examples; working timelines; and next steps.

Public Comments

No requests received.

Council Comments

The Council and staff discussed appreciation for the thank you to the Council's Environmental Justice Policy Ad Hoc Committee and Air District staff for their EJ contribution to the Strategic Plan; the manner in which small groups of Council Members may meet, regarding the Strategic

Plan, without violating the Ralph M. Brown Act; the desire for distinction between EJ priorities and EJ principles; the request for a Council orientation on EJ principles so that all Council Members have the same understanding of terms and definitions; whether accountability is part of the Air District's core values; concerns about the proposed goal of "Maintain an Effective, Efficient, and Customer-Oriented Organization", and the suggestion of the removal of corporate-sounding language; whether the Air District's Public Participation Plan will be relaunched; and the suggestion that the Air District hire a person to measure the success of equity initiatives.

Council Action

None; receive and file.

**OTHER BUSINESS**

**7. ENVIRONMENTAL JUSTICE POLICY AD HOC COMMITTEE UPDATE**

The Council receives an update from the Environmental Justice Policy Ad Hoc Committee from Environmental Justice Policy Ad Hoc Committee Co-Chair Washington.

Public Comments

No requests received.

**8. COMMUNITY BENEFITS FUND AD HOC UPDATE**

The Council received an update from the Community Benefit Fund Ad Hoc Committee from Community Benefit Fund Ad Hoc Committee Co-Chair Campos.

Public Comments

No requests received.

**9. COMMUNITY ADVISORY COUNCIL MEMBER SELECTION AD HOC COMMITTEE**

The Council received an update from the CAC Member Selection Ad Hoc Committee from CAC Member Selection Ad Hoc Committee Co-Chair Pelagio. 33 applications were received for the two vacant seats, and scoring will take place over the next few weeks.

Public Comments

No requests received.

## Council Comments

The Council and staff discussed the anticipated timeline of the appointment of new Council Members.

### 10. **REPORT OF THE EXECUTIVE OFFICER / AIR POLLUTION CONTROL OFFICER**

Dr. Fine announced the following:

- Marcia Raymond, who has been Acting Deputy Executive Officer of Equity and Community Programs, is continuing in this role for a third extension. The hiring process for a permanent Deputy Executive Officer of Equity and Community Programs is ongoing.
- Air District staff appreciates the Council Members who attended the Board of Directors annual retreat on January 31, 2024.
- The Air District is currently sponsoring several bills: Senate Bill (SB) 1095 (Becker) - Cozy Homes Cleanup Act: building standards: gas-fuel-burning appliances; **AB 2298 (Hart, et al.)** – Coastal resources: voluntary vessel speed reduction and sustainable shipping program; and **AB 1465 (Wicks)** – Nonvehicular air pollution: civil penalties.

### 11. **COUNCIL MEMBER COMMENTS / OTHER BUSINESS**

Council Member Goodwin asked whether the Air District has a legislative policy priority platform so that interested members of the public may support and advocate for Air District-sponsored bills, or bills of interest to the Air District.

Co-Chair Jefferson thanked Dr. Fine for centering EJ as guiding principle of Air District’s work. Council Member Gordon requested a more detailed explanation of the Air District’s harassment policy, process, procedures, and protocol. She believed that the training that the Council Members received lacked clarity.

Council Member Gordon announced the following event:

#### **Lau Grants for Just Climate Futures Presentation Workshops Friday, April 5, 10 AM to 5 PM at Bauer Wurster Hall, UC Berkeley**

The College of Environmental Design will be holding presentation workshops for the Lau Grants for Just Climate Futures, featuring dialogue around climate adaptation strategies, organized by the Institute of Urban & Regional Development. Exhibitions of the five funded cross-disciplinary projects will be featured, including community partners and representatives of public agencies. At 3:00pm, there will be an exhibit called “**BAAQMAP: Bay Area Air Quality Map Analysis Project**”, which maps real-time air quality and cumulative environmental exposure. Members of the Council will be speakers at that exhibit.

Council Member Mendoza requested that hard copies of agenda packets be made available in larger font size, for those who require it.

Co-Chair Szutu registered a public harassment complaint about comments made during the meeting which Co-Chair Szutu considered hostile. In response, Co-Chair Washington offered an apology to Co-Chair Szutu and the Council for her earlier comments, noting that she did not intend to offend Co-Chair Szutu. Council Member Pelagio requested that staff intervene and offer proposed motion language, to assist the maker of a motion, in the future, if needed.

## 12. TIME AND PLACE OF NEXT MEETING

Thursday, May 16, 2024, at 6:00 p.m. at the California State University East Bay Oakland Professional Development and Conference Center, Trans Pacific Center, 1000 Broadway, Suite 109, Oakland, CA 94607. The meeting will be in-person for the Community Advisory Council members and members of the public will be able to either join in-person or via webcast.

### **Adjournment**

The meeting was adjourned at 9:00 p.m.

### **Attachments**

- #3 – Approval of the Draft Minutes of the Community Advisory Council (CAC) Meeting of January 18, 2024
- #4 – Community Advisory Council (CAC) Work Plan
- #5 – Funding Community Benefits from Penalty Funds
- #6 – Air District Strategic Planning Update



BOARD MEETING DATE: April 3, 2024

REPORT: Stationary Source Committee

SYNOPSIS: The Stationary Source Committee (Committee) held a meeting on Wednesday, March 13, 2024. The following is a summary of the meeting.

RECOMMENDED ACTION:

None; Receive and file.

John J. Bauters, Chair  
Stationary Source Committee

JB:mh

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### **Committee Members**

#### **Roll Call:**

Present, In-Person (Bay Area Metro Center, 375 Beale Street, Yerba Buena Room, San Francisco, California, 94105): Directors Ken Carlson and John Gioia.

Present, In-Person Satellite Location (Office of Contra Costa County Supervisor, John Gioia, Conference Room, 11780 San Pablo Ave., Suite D, El Cerrito, CA 94530): Vice Chairperson Mark Ross; and Director Steve Young.

Present, In-Person Satellite Location (Palo Alto City Hall, 250 Hamilton Ave., 7<sup>th</sup> Floor, Palo Alto, California, 94301): Director Vicki Veenker.

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

Present, In-Person Satellite Location (Santa Rosa Junior College, Doyle Library, 1501 Mendocino Avenue, Room 148, Santa Rosa, California, 95401): Director Brian Barnacle.

Absent: Committee Chair John J. Bauters; and Director Lynda Hopkins

#### **Call to Order**

Vice Chair Ross called the meeting to order at 10:00 a.m.

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

## CONSENT CALENDAR

### 3. **APPROVAL OF THE DRAFT MINUTES OF THE STATIONARY SOURCE COMMITTEE MEETING OF FEBRUARY 14, 2024**

#### Public Comments

No requests received.

#### Committee Comments

None.

#### Committee Action

Director Young made a motion, seconded by Director Barnacle, to **approve** the Draft Minutes of the Stationary Source Committee Meeting of February 14, 2024; and the motion **carried** by the following vote of the Committee:

AYES: Barnacle, Carlson, Gioia, Lee, Ross, Veenker, Young.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Bauters, Hopkins

## ACTION ITEM

### 4. **UPDATES TO THE AIR DISTRICT'S INCIDENT RESPONSE PROGRAM**

Dr. Meredith Bauer, Deputy Executive Officer of Engineering and Compliance, and Dr. Kate Hoag, Assistant Manager in the Meteorology and Measurement Division, gave the staff presentation *Updates to the Air District's Incident Response Program and Recommended Action to Fund Enhanced Monitoring*, including: outcome; outline; recommended action; Incident Response Program scope; recap of ad hoc meetings; improving coordination; improving communications; improving air monitoring: new program (Proposed Refinery Corridor Particulate Monitoring Program); additional monitoring measures to prioritize; future directions; and recommended action.

#### Public Comments

Public comments were given by Bob Brown, Western States Petroleum Association; Kathy Kerridge, Benecia Community Air Monitoring Program; Jan Warren, *Interfaith Climate Action Network of Contra Costa County*; Ken Szutu, Citizen Air Monitoring Network of Vallejo; Dr. Stephen Rosenblum, Palo Alto resident; Alysia Gadde, Healthy Martinez Refinery Accountability Group; Kevin Buchan, Western States Petroleum Association; Charles Davidson, Hercules resident; Ms. Margaret Gordon, West Oakland Environmental Indicators Project.

## Committee Comments

The Committee and staff discussed concern about the perceived lack of communication from the Valero refinery in Benicia to the public, City of Benicia, and local fire department after a recent flaring incident; concerns that the air monitors at the Valero refinery do not detect all pollutants; which Board members currently sit on the Board's Incident Response Ad Hoc Committee, and its intended function of advocating for improved incident monitoring; whether incident responses costs are being fully recovered; whether the Air District's new Public Notification Tool (launched in September 2023) works in collaboration with Bay Area counties' community warning systems, and the desire that every entity's message content and timing (regarding incidents) will be consistent with the others; the desire for incident messaging to include potential health impacts and safe levels of exposure; whether the cost of the proposed Refinery Corridor Particulate Monitoring Program will this be chargeable to fees or a separate budget item; and the current status of Air District Regulation 12-15 (Refining Emissions Tracking).

## Committee Action

Director Gioia made a motion, seconded by Director Carlson, to recommend the Board of Directors **approve** the proposed enhanced monitoring for incident response utilizing reserves funding of \$1M that was set aside in the Fiscal Year Ending 2024 Board approved budget; and the motion **carried** by the following vote of the Committee:

AYES: Barnacle, Carlson, Gioia, Lee, Ross, Veenker, Young.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Bauters, Hopkins.

## INFORMATIONAL ITEMS

### 4. **UPDATE ON REGULATION 11: HAZARDOUS POLLUTANTS, RULE 18: REDUCTION OF RISK FROM AIR TOXIC EMISSIONS AT EXISTING FACILITIES (RULE 11-18)**

Kevin Oei, Supervising Air Quality Engineer, Engineering Division, and Alex Sohn, Senior Air Quality Engineer, Rules & Strategic Policy Division, gave the staff presentation *Updates on Implementation and Rule Concepts for Rule 11-18: Reduction of Risk from Air Toxic Emissions at Existing Facilities*, including: outcome; outline; requested action; background; key steps to the Rule 11-18 implementation process; implementation procedures; challenges with Rule 11-18 implementation; Rule 11-18 program updates; Step 1: near-term program improvements; Step 2: proposed rule amendment concepts; public comments; and next steps.

### Public Comments

Public comments were given by Kathy Kerridge, Benecia Community Air Monitoring Program; Ms. Margaret Gordon, West Oakland Environmental Indicators Project; Dr. Stephen Rosenblum, Palo Alto resident; Jan Warren, *Interfaith Climate* Action Network of Contra Costa County; and Ken Szutu, Citizen Air Monitoring Network of Vallejo.

### Committee Comments

The Committee and staff discussed concerns regarding the delayed rule implementation schedule; which facilities have yet to finalize their Health Risk Assessments (HRA) and submit their Risk Reduction Plans (RRP); the current status of the Dispute Resolution Panel Process; the manner in which panelists are selected; how frequently panelists may be needed; whether the panel makes the final decision regarding the resolution; quantifiable goals for the reduced implementation timeline; the suggestion of giving the Board another status update on the implementation of Rule 11-18, so that newer Board members can understand the purpose of the regulation, what a “good” HRA looks like, and what the Air District intends to do with the data being collected; and concerns about allowing facilities to conduct their own HRAs.

### Committee Action

None; receive and file.

## **6. INDIRECT SOURCE REGULATIONS**

Dr. Philip M. Fine, Executive Officer/Air Pollution Control Officer (APCO), gave the staff presentation *Indirect Source Regulations Overview*, including: outcome; outline; introduction and background; Goods Movement in California; indirect emissions infrastructure; growth of electronic commerce (e-commerce); COVID impacts on e-commerce; recent indirect source projects in the Bay Area; Air Quality impacts from indirect sources; indirect source impacts on Assembly Bill (AB) 617 communities; current regulatory landscape; California Environmental Quality Act (CEQA); CEQA best practices; California Air Resources Board (CARB) regulations; South Coast Air Quality Management District; San Joaquin Valley Air Pollution Control District; local ordinances; implementation challenges – case law, zero-emissions vehicles availability and adoption, electrification infrastructure; and next step discussion.

### Public Comments

Public comments were given by Lin Griffith, Stop OAK Airport Expansion Coalition; Ms. Margaret Gordon, West Oakland Environmental Indicators Project; Jacob Klein, Sierra Club; Sarah Chen Small, Communities for a Better Environment; Zoe Jonick, 350 Bay Area; and Jan Warren, *Interfaith Climate* Action Network of Contra Costa County.

## Committee Comments

The Committee and staff discussed the Richmond community's desire for indirect source regulations, indicated during a roundtable discussion hosted by Director Gioia in 2023, in collaboration with Attorney General Rob Bonta; whether idling ordinances or regulations currently exist at buildings that attract mobile sources of pollution; whether airports may be considered eligible for indirect source regulations; the opinion that it would be more effective for air districts to advocate for this rather than local jurisdictions; whether indirect source regulations apply to both new and existing buildings; the suggestion of identifying a model ordinance; ways in which Board members can help with next steps; and the desire that this effort include the collaboration of many California air districts.

## Committee Action

None; receive and file.

## **OTHER BUSINESS**

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

No requests received.

### **8. COMMITTEE MEMBER COMMENTS**

None.

### **9. TIME AND PLACE OF NEXT MEETING**

At the end of the meeting, the date of the next Stationary Source Committee meeting was to be April 10, 2024. After the meeting adjourned, the next meeting was scheduled for Wednesday, May 8, 2024, at 10:00 a.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Stationary Source Committee members and members of the public will be able to either join in-person or via webcast.

### **Adjournment**

The meeting was adjourned at 12:31 p.m.

### **Attachments**

- #3 – Draft Minutes of the Stationary Source Committee Meeting of February 14, 2024
- #4 – Updates to the Air District's Incident Response Program
- #5 – Update on Regulation 11: Hazardous Pollutants, Rule 18: Reduction of Risk from Air Toxic Emissions at Existing Facilities (Rule 11-18)
- #6 – Indirect Source Regulation

BOARD MEETING DATE: April 3, 2024

REPORT: Community Equity, Health, and Justice Committee

SYNOPSIS: The Community Equity, Health, and Justice Committee (Committee) held a meeting on Wednesday, March 13, 2024. The following is a summary of the meeting.

RECOMMENDED ACTION:

None; Receive and file.

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

JG:mh

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### **Committee Members**

Present, In-Person (Bay Area Metro Center, 375 Beale Street, Yerba Buena Room, San Francisco, California, 94105): Chairperson John Gioia; Vice Chairperson Noelia Corzo; and Director Shamann Walton.

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

Absent: Director Nate Miley.

### **Call to Order**

Chair Gioia called the meeting to order at 1:07 p.m.

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

### **CONSENT CALENDAR**

- 3. APPROVAL OF THE DRAFT MINUTES OF THE COMMUNITY EQUITY, HEALTH, AND JUSTICE COMMITTEE MEETING OF NOVEMBER 15, 2023**

#### **Public Comments**

No requests received.

#### **Committee Comments**

None.

Committee Action

Director Walton made a motion, seconded by Director Gallagher, to **approve** Minutes of the Community, Equity, Health & Justice Committee of November 15, 2023; and the motion **carried** by the following vote of the Committee:

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

**INFORMATIONAL ITEMS**

**4. COMMUNITY ADVISORY COUNCIL (CAC) UPDATE ON THE NOVEMBER 30, 2023 AND JANUARY 18, 2024 CAC MEETINGS**

CAC Co-Chairperson, Latasha Washington, gave the presentation *Overview of the November 30th and January 18th Community Advisory Council Meetings*, including: requested action; outline; vote on the creation of a CAC Member Selection Ad Hoc Committee; advancing an equitable transition to clean and healthy buildings; CAC September 2023 retreat next steps; election of a third CAC Co-Chairperson; funding community benefits from penalty funds; and Compliance & Enforcement update.

Public Comments

No requests received.

Committee Comments

The Committee and staff discussed anticipation of the CAC’s thoughts on using penalty funds for community benefits.

Committee Action

None; receive and file.

**5. BAYVIEW HUNTERS POINT COMMUNITY STEERING COMMITTEE TOUR**

Bayview Hunters Point/Southeast San Francisco Assembly Bill (AB) 617 Community Steering Committee Co-Leads, Karen Pierce and Arieann Harrison, presented the recap of a community-led tour of the southeast San Francisco neighborhood of Bayview Hunters Point that was held on October 28, 2023. Attendees included members of the Bayview Hunters Point/Southeast San Francisco AB 617 Community Steering Committee, Air District employees, and Director Walton. The tour highlighted environmental hazards present in the neighborhood, including the burden of truck traffic and presence of industry in close proximity to residences.

### Public Comments

Public comments were given by Jan Warren, Interfaith Climate Action Network of Contra Costa County; and Maureen Brennan, Rodeo resident.

### Committee Comments

The Committee and staff discussed appreciation for the collaboration between the Bayview Hunters Point/Southeast San Francisco AB 617 Community Steering Committee and Air; appreciation for the experiences of this community, which can serve as a model of environmental justice activism and mitigation for communities within the Bay Area experiencing similar issues; and the number and locations of air monitors in this community.

### Committee Action

None; receive and file.

## **6. CALIFORNIA AIR RESOURCES BOARD (CARB) COMMUNITY AIR PROTECTION PROGRAM BLUEPRINT 2.0 (AB 617 BLUEPRINT 2.0)**

Kevin Olp, Chief of Community Assessment Branch, Office of Community Air Protection at CARB, gave the presentation *New Directions for Community Air Protection: Blueprint 2.0*, including: foundation of the People's Blueprint; Blueprint 2.0; consistently nominated communities; what's in Blueprint 2.0; Part One: vision, mission, and guiding principles, and goals and actions; Part Two: implementation guidance; concurrent implementation tracks; two concurrent implementation tracks; Part Two: new implementation pathways; community air grants (CAG) – new project type; Community Emissions Reduction Program (CERP) versus Local Community Emissions Reduction Plan (L-CERP); CAG timeline; Cycle 5 CAG project types; community-focused enforcement; Community Air Protection Incentives Program overview; new and updated statewide incentive strategies; revised incentives guidelines timeline; and next five years for community air protection.

### Public Comments

Public comments were given by Jan Warren, Interfaith Climate Action Network of Contra Costa County.

### Committee Comments

The Committee and staff discussed whether L-CERP groups must be appointed or approved by CARB; how an L-CERP would become established/created, and how the Air District would be involved in that process; and grant funding that will continue to help air districts facilitate CERP efforts.

### Committee Action

None; receive and file.



**7. 2024 PROPOSED COMMUNITY EQUITY, HEALTH, AND JUSTICE COMMITTEE AGENDA TOPICS AND WORK PLAN**

Marcia Raymond, Acting Deputy Executive Officer of Equity and Community Programs, gave the staff presentation *2024 Proposed Community Equity, Health, and Justice Committee Agenda Topics and Work Plan*, including: outcome; and 2024 Proposed CEHJ Agenda Topics and Work Plan (broken down by month).

Public Comments

No requests received.

Committee Comments

The Committee and staff discussed whether the potential topics in the proposed Work Plan were developed with community input.

Committee Action

None; receive and file.

**OTHER BUSINESS**

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

Public comments were given by Maureen Brennan, Rodeo resident.

**9. COMMITTEE MEMBER COMMENTS**

None.

**10. REPORT OF THE DEPUTY EXECUTIVE OFFICER OF EQUITY AND COMMUNITY PROGRAMS**

Marcia Raymond, Acting Deputy Executive Officer of Equity and Community Programs, had nothing to report.

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

Wednesday, April 22, 2024, at 5:30 p.m. at San Pablo City Hall, Council Chambers, 1000 Gateway Ave., San Pablo, CA 94806. 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 2:40 p.m.

### Attachments

- #3 – Draft Minutes of the Community Equity, Health, and Justice Committee Meeting of November 15, 2023
- #4 – Community Advisory Council (CAC) Update on the November 30, 2023 and January 18, 2024 CAC Meetings
- #5 – Bayview Hunters Point Community Steering Committee Tour
- #6 – California Air Resources Board Community Air Protection Program Blueprint 2.0 (AB 617 Blueprint 2.0)
- #7 – 2024 Proposed CEHJ Agenda Topics and Work Plan

BOARD MEETING DATE: April 3, 2024

REPORT: Finance and Administration Committee

SYNOPSIS: The Finance and Administration Committee held a meeting on Wednesday, March 20, 2024. The following is a summary of the meeting.

RECOMMENDED ACTION:  
None; Receive and file.

Davina Hurt, Chair  
Finance and Administration Committee

DH:mh

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**Committee Members**

Present, In-Person (Bay Area Metro Center (375 Beale Street, 1<sup>st</sup> Floor Board Room, San Francisco, California, 94105): Board Chairperson Davina Hurt; and Directors Juan González III and Katie Rice.

Present, In-Person Satellite Location (San Mateo County Hall of Justice, 400 County Center, Criminal Justice Training Room, 1<sup>st</sup> Floor, Redwood City, CA 94063): Director Ray Mueller.

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

Absent: Vice Chairperson Lynda Hopkins; and Directors Margaret Abe-Koga and Tyrone Jue.

**Call to Order**

Chair Hurt called the meeting to order at 10:07 a.m.

*For additional details of the Finance and Administration Committee Meeting, please refer to the [webcast of the meeting](#). 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 FEBRUARY 21, 2024**
- 4. **HEARING BOARD QUARTERLY REPORT (OCTOBER – DECEMBER 2023)**

**Public Comments**

No requests received.

Committee Comments

None.

Committee Action

Director Rice made a motion, seconded by Director González to **approve** the Consent Calendar, Items 3 and 4; and the motion **carried** by the following vote of the Committee:

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

**ACTION ITEMS**

**5. PROPOSED AMENDMENTS TO AIR DISTRICT REGULATION 3: FEES**

Fred Tanaka, Manager in the Engineering Division, gave the staff presentation *Amendments to Regulation 3, Fees*, including: outcome; outline; requested action; agency-wide revenue sources-Fiscal Year Ending (FYE) 2023; expenditures by type (FYE 2023); cost recovery background; proposed changes to fee schedules – cost recovery; draft fee amendments: proposed changes to fee schedules; schedules not being increased; other proposed amendments; impact on large facilities (power plants and petroleum refineries) and small businesses (renewal fees and impact); budget and rule development schedule; summary of public comments; and feedback requested.

Public Comments

Public comments were given by Bob Brown, Western States Petroleum Association.

Committee Comments

The Committee and staff discussed the history of draft amendments to specific fee schedules that were made in consideration of the 2021 Cost Recovery and Containment Study, the 2022 Cost Recovery Report, and subsequent Board direction; the manner in which fee increases were calculated for facilities that were not subjected to the 15% increase proposed for schedules with a cost recovery less than 100%; the request for a breakdown of types of facilities that fall under Schedule F (Miscellaneous Sources: storage silos, abrasive blasting), their current cost recovery rates, and whether any of those facilities are outliers within that category; concerns about fee increases for small businesses within various fee schedules (F, B, and E), particularly those in overburdened communities; whether there are deviations between the cost recovery of certain types of facilities and others; the request for the full list of the different fee categories and which warrant the 15% increase; the request for historical data and cost recovery trends (before and after 2022); predicted versus actual percent fee change; whether there part of Air District operations that are not subject to cost recovery; long-term overall cost recovery rate projections, and how the Air District will know when the correct rate has been achieved; the Air District’s definition of “work backlog”; the role that non-finalization plays in the development of proposed fee schedules; the request for a comparison between the cost recovery trends and fee increases of

the Bay Area Air Quality Management District and those other of California air districts; revenue sources that make up the difference of costs of regulatory program activities that are not being recovered; desires of the regulated community regarding Air District cost recovery; ways in which Just Transition (a set of principles, processes, and practices that aim to ensure that no people, workers, places, sectors, countries or regions are left behind in the transition from a high-carbon to a low carbon economy) may be impacting the regulated community and their Air District fees; whether the Air District experienced a budget surplus or deficit during the previous FY; whether the Air District anticipates having increased funding for various programs, due to increased fees that may be adopted; whether the Air District, during its inception in the 1960s, was originally designed to have tax dollars recover the costs of regulatory program activities; the methodology being utilized by the Air District to measure the efficiency of its Cost Recovery and Containment Policy; and the desire for a longer range of predictability and consistent transparency (who is impacted and how).

#### Committee Action

Air District staff had recommended that the Committee recommend that the Board of Directors adopt the proposed Regulation 3 amendments for FYE 2025, but when Committee members asked whether a Committee recommendation was required that day, Dr. Philip M. Fine, Executive Officer/Air Pollution Control Officer (APCO) said that because this item was going to be agendized again at the April Committee meeting, for further consideration, no action by the Committee was needed on this day. *The consensus of the Committee members present was to take no action at this time.*

This item will be **considered** at the **April 3, 2024**, Board of Directors Meeting.

#### 6. **REVIEW OF RESERVES FOR ECONOMIC CONTINGENCIES AT THE AIR DISTRICT AND RECOMMENDATION FOR A REVISED RESERVES POLICY**

Leonid Bak, Economist, gave the staff presentation *Review of Reserves for Economic Contingency and Recommendation to Revise Policy*, including: outcome; outline; requested action; definition and advice for reserves; Air District's General Fund reserves: actual versus minimum policy requirement; comparison of select California Air Districts' reserves; Air District's reserves needs (risks and commitments); summary and conclusions; and recommendation.

#### Public Comments

No requests received.

#### Committee Comments

The Committee and staff discussed establishing minimum and maximum levels of reserves in the Air District's reserves policy, and whether other California air districts have maximum levels; whether other California air districts' reserve policies, as well as Bay Area County reserves policies, are comparable to that of the Bay Area Air Quality Management District; whether other California air districts have the revenue source of property tax; the fact that the Air

District’s cash flow analysis requires slightly higher reserves for short-term operational needs (minimum 22 percent of the general fund budget); the types of risk that the Air District is managing; whether the Air District currently has separate reserves besides a general reserve (in case of an economic downturn); the suggestion of creating enough cushion to retain employees; the challenges of unequal reserved designations; the best practice of treating money that has yet to be spent not as reserves, but as encumbered funds; and the desire for clarity on what is designated reserve versus economic contingency reserve.

### Committee Action

Director González made a motion, seconded by Director Rice, to recommend the Board **adopt** the following revision to the economic contingency reserves policy:

1. Allocate a minimum of 25 percent and a maximum of 35 percent of the general fund budget for economic contingency reserve; and
2. Discuss plan for investments of excess reserves in the current Budget development process.

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

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

### 7. **AIR DISTRICT'S PROPOSED BUDGET FOR FISCAL YEAR 2024-2025**

Stephanie Osaze, Director of Finance, and Hyacinth Hinojosa, Deputy Executive Officer of Finance and Administration, gave the staff presentation *Air District’s Proposed Budget for Fiscal Year 2024-2025*, including: outcome; outline; budget highlights; financial forecast (FYE 2025-2029); key assumptions (revenue and expenditure); FY 2024-2025 Proposed Budget Summary; FY 2025 Budget by revenue/expenditure type; general fund reserve designations; summary of 2025 \$16.6M budget increase; capital considerations by division; funding status and policy for medical and pension plans; FY 2025 budget by service areas (engineering and compliance, equity and community programs, finance and administration, General Counsel, public affairs, science and policy); projected funding to support additional positions; impact of cost recovery with the 19 new full time equivalents (FTEs); impact on fee increases with the 19 new FTEs; FY25 new 19 FTE cost considerations; FYE 2025 staffing adjustments; budget and rule development schedule; and recommendation.

### Public Comments

No requests received.

### Committee Comments

The Committee and staff discussed the designated reserve for pension plans/prefund trust; the request for operating fund budget detail, solely; and economic contingency (20% of budget).

**THIS IS THE POINT AT WHICH THE MEETING WAS REQUIRED TO ADJOURN,  
DUE TO LACK OF QUORUM**

At 12:19 p.m., during Item 7, Director Haubert left the meeting, and the remote teleconferencing location of 4501 Pleasanton Avenue, Pleasanton, CA 94566 was no longer open to the public. This violated Section 3.3(b) (Standing Committee Procedures; Quorum and Action) of the Air District’s Administrative Code, which states, “*A quorum of a standing committee is a majority of the members of the committee. A committee may meet only when a quorum is present. An action of a committee shall require the presence of a quorum and the affirmative vote of a majority of the total membership of the committee.*” **Therefore, the meeting was unable to continue, due to a loss of quorum.**

Committee Action

None; due to lack of quorum. This item was continued until the Committee’s next meeting on April 17, 2024.

**8. CORRECTIVE ACTION PLAN TO IMPLEMENT THE RECOMMENDATIONS FROM THE ENGINEERING PERFORMANCE AUDIT**

Due to a lack of quorum, this item was continued until the Committee’s next meeting on April 17, 2024.

**OTHER BUSINESS**

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

Due to a lack of quorum, this item was continued until the Committee’s next meeting on April 17, 2024.

**10. COMMITTEE MEMBER COMMENTS**

Due to a lack of quorum, this item was continued until the Committee’s next meeting on April 17, 2024.

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

Wednesday, April 17, 2024, at 10:00 a.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Finance and Administration Committee members and members of the public will be able to either join in-person or via webcast.

**Adjournment**

The meeting was adjourned at 12:29 p.m.

### Attachments

- #3 – Approval of the Draft Minutes of the Finance and Administration Committee Meeting of February 21, 2024
- #4 – Hearing Board Quarterly Report: October – December 2023
- #5 – Proposed Amendments to Air District Regulation 3: Fees
- #6 – Review of Reserves for Economic Contingencies at the Air District and Recommendation for a Revised Reserves Policy
- #7 – Air District's Proposed Budget for Fiscal Year 2024-2025
- #8 – Corrective Action Plan to Implement the Recommendations from the Engineering Performance Audit



BOARD MEETING DATE: April 3, 2024

REPORT: Policy, Grants, and Technology Committee

SYNOPSIS: The Policy, Grants, and Technology Committee (Committee) held a meeting on Wednesday, March 20, 2024. The following is a summary of the meeting.

RECOMMENDED ACTION:  
None; Receive and file.

Vicki Veenker, Chair  
Policy, Grants, and Technology Committee

VV:mh

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**Roll Call:**

Present, In-Person (Bay Area Metro Center (375 Beale Street, 1<sup>st</sup> Floor Board Room, San Francisco, California, 94105): Committee Chairperson Vicki Veenker; Committee Vice Chairperson Sergio Lopez; and Directors Ken Carlson, Noelia Corzo and Juan González III.

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

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

Absent: Directors Erin Hannigan and Katie Rice.

**Call to Order**

Chair Veenker called the meeting to order at 1:00 p.m.

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

**CONSENT CALENDAR**

- 3. APPROVAL OF THE DRAFT MINUTES OF THE POLICY, GRANTS, AND TECHNOLOGY COMMITTEE MEETING OF FEBRUARY 21, 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 February 21, 2024; and the motion **carried** by the following vote of the Committee:

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

**ACTION ITEMS**

**4. TRANSPORTATION FUND FOR CLEAN AIR ALLOCATION FISCAL YEAR ENDING 2025 - 60% FUNDS**

Dr. Minda Berbeco, Manager in the Strategic Incentives Division, gave the staff presentation *Allocation of Fiscal Year Ending (FYE) 2025 Transportation for Clean Air (TFCA) 60% Funds*, including: action items; outline; TFCA background; eligible strategies for reducing emissions; proposed FYE 2025 TFCA funding allocation; proposed cost effectiveness Air District-sponsored programs; FYE 2025 TFCA timeline; and action items.

Public Comments

No requests received.

Committee Comments

The Committee and staff discussed whether the Air District has evaluation/outcome data for trip reduction category (Spare the Air and Commuter Benefits program) projects; the manner in which the Air District determines cost-effectiveness; whether the Air District has additional TFCA objectives, besides emission reductions; whether heavy duty passenger vehicles and commercial trucks are eligible for Clean Air Vehicles category funding; the comparison of cost-effectiveness levels of commercial vehicle replacement projects and those of passenger vehicles replacement projects; cost-effectiveness limits for heavy-duty trucks, and the suggestion of not letting large ambitions (cost-effectiveness maximums) prevent the implementation of smaller but attainable improvements to air quality, especially in overburdened communities; the current cost-effectiveness of the Vehicle Buy Back (VBB) Program, and whether it is anticipated that the

California Air Resources Board (CARB) will increase its Mobile Source Incentive Fund (MSIF) and Carl Moyer Program (CMP) cost-effectiveness limits; whether the Air District may add funds on top of the State-allocated funding for the VBB program; why the proposed FYE 2025 TFCA funding allocation is not more balanced (between trip reduction and clean air vehicle categories); the number of trip reductions that could be funded by \$3M; whether funds allocated to one category may be carried over to a different category; whether bicycle facility projects are limited to new bikeways, or whether they may they enhance existing or planned bikeways; whether projects that enhance bicycle safety are eligible, and challenges presented by current limitations in this area; and whether cost-effectiveness limits of Air District-sponsored programs distinguish between funding sources.

### Committee Action

Director Gonzalez made a motion, seconded by Director Carlson, to recommend the Board of Directors **approve** the proposed allocation of the estimated new TFCA monies to the programs and projects for FYE 2025 that will be funded by the 60% portion of the TFCA, and **authorize** the proposed cost-effectiveness limits for the Air District-sponsored programs and projects that would be paid for by the TFCA 60% Fund; and the motion **carried** by the following vote of the Committee:

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

## 5. STATE LEGISLATIVE BILL REVIEW

Alan Abbs, Legislative Officer, gave the staff presentation *State Legislative Bill Review*, including: outcome; outline; requested action; Assembly Bill (AB) 2958 (Calderon); AB 3076 (Essayli); Senate Bill (SB) 1298 (Cortese); AB 1921 (Papan); AB 2188 (Ta); AB 2401 (Ting); AB 2480 (Garcia); AB 2781 (Irwin); AB 2851 (Bonta); AB 3243 (Ta); and presentation requested action recap.

### Public Comments

No requests received.

### Committee Comments

The Committee and staff discussed (**SB 1298 - Certification of thermal powerplants: data centers**) alternate power supply options, and whether data centers would still have to comply with Air District regulations and permitting requirements; (**AB 1921 - Energy: renewable electrical generation facilities: linear generators**) advantages and disadvantages of linear generators, and whether they are really a zero-emission technology; and (**AB 2851 - Metal shredding facilities: fence-line monitoring**) whether Schnitzer Steel Industries in Oakland applies to the bill.

Committee Action

Director Gonzalez made a motion, seconded by Vice Chair Lopez, to recommend the Board of Directors **adopt** the following positions on the following bills:

1. Support AB 2958 (Calderon) – State Air Resources Board: board members: compensation.
2. Oppose AB 3076 (Essayli) – Energy: gas stoves.
3. Oppose SB 1298 (Cortese) – Certification of thermal powerplants: data centers.

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

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

**6. AIR DISTRICT BOARD MEMBER COMPENSATION POLICY DISCUSSION**

Mr. Abbs gave the staff presentation *Air District Board Member Compensation Policy Discussion*, including: outcome; outline; requested action; current statue – Health & Safety Code 40227; and Options #1, 2, and 3.

Public Comments

No requests received.

Committee Comments

The Committee and staff discussed the anticipated timeline, should the Board wish to support AB 2522 (Carrillo) - South Coast Air Quality Management District: district board: compensation, and/or sponsor a Bay Area-specific bill to amend Health & Safety Code (HSC) Section 40227 with different Board compensation amounts; whether a dollar amount would have to be stated beforehand, should the Board wish to sponsor a separate bill in the future to amend HSC 40227, relative to board compensation for the Bay Area AQMD Board; reasons to weigh in on another air district’s board’s compensation, and reasons not to do so; equity issues and pay disparity between county supervisors and city councilmembers; suggested methods of making compensation among Board members more equitable; the suggestion of looking to AB 2958 (Calderon) – State Air Resources Board: board members: compensation, for structural alignment and reference; potential impacts of not aligning the Bay Area AQMD’s Board compensation with that of the South Coast AQMD’s, and whether the Board should support AB 2522 if it proposes amounts that deviate from what South Coast AQMD is proposing; whether the stipends of the Bay Area AQMD Board members have reached their maximum (historically); and the request ongoing discussion regarding pay equity for Bay Area AQMD Board members, regardless of what action is taken by the Board.

## Committee Action

The Committee considered the following options related to Air District Board Member compensation:

- Request to participate and provide amendments to the South Coast Air Quality Management District (South Coast AQMD) sponsored AB 2522 (Carrillo) - South Coast Air Quality Management District: district board: compensation – to include changes to Health and Safety Code Section 40227 relative to board compensation for the Bay Area AQMD Board; or
- Sponsor a separate bill in the future to amend Health and Safety Code 40227 relative to board compensation for the Bay Area AQMD Board; or
- Decline to take any action.

Chair Veenker made a motion, seconded by Director González, to recommend the Board of Directors:

- **Approve** the Air District's participation in AB 2522 (Carrillo), to provide amendments to that bill that would align the Air District's board member compensation provisions in the Health and Safety Code with the bill's proposed amendments to the South Coast Air Quality Management District's board member compensation provisions.
- **Direct** staff to initiate a review of the Air District's Administrative Code provisions on Board Member compensation to evaluate equity considerations with respect to how Board members are compensated for their service on the Board of Directors.

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

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

## INFORMATIONAL ITEMS

### 7. AIR DISTRICT SPONSORED AND CO-SPONSORED BILLS

Alan Abbs, Legislative Officer, gave the staff presentation *Air District Sponsored and Co-Sponsored Bills*, including: presentation for information only; outline; AB 1465 (Wicks); AB 2298 (Hart, et al.); SB 382 (Becker); and SB 1095 (Becker).

### Public Comments

No requests received.

### Committee Comments

None.

Committee Action

None; receive and file.

**8. UPDATE ON U.S. ENVIRONMENTAL PROTECTION AGENCY CLIMATE POLLUTION REDUCTION GRANT**

Jamesine Rodgers-Gibson, Senior Advanced Projects Advisor, gave the staff presentation *Update on United States Environmental Protection Agency (EPA) Climate Pollution Reduction Grant*, including: outcome; outline; requested action; US EPA Climate Pollution Reduction Grant overview; Bay Area Regional Climate Action Planning (BARCAP) Initiative; BARCAP planning deliverables; input from the Advisory Work Group and local governments; building upon community engagement efforts; measure design working sessions; priority measure focus areas for Priority Climate Action Plan (PCAP); holistic building decarbonization for clean, healthy, and secure housing; safe, affordable, clean, and equitable multi-modal transportation; implementation grant proposals; and next steps.

Public Comments

No requests received.

Committee Comments

The Committee and staff discussed the Air District's role in the multi-agency effort to produce two regional plans that incorporate input from and reflect the priorities of the region's local governments and communities (Priority Climate Action Plan and Comprehensive Climate Action Plan); and details about the implementation grant applications.

Committee Action

None; receive and file.

**OTHER BUSINESS**

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

No requests received.

**10. COMMITTEE MEMBER COMMENTS**

None.

## 11. TIME AND PLACE OF NEXT MEETING

Wednesday, April 17, 2024, at 1:00 p.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Policy, Grants, and Technology Committee members and members of the public will be able to either join in-person or via webcast.

### **Adjournment**

The meeting was adjourned at 3:31 p.m.

### **Attachments**

- #3 – Approval of the Draft Minutes of the Policy, Grants, and Technology Committee Meeting of February 21, 2024
- #4 – Transportation Fund for Clean Air Allocation Fiscal Year Ending 2025 - 60% Funds
- #5 – State Legislative Bill Review
- #6 – Air District Board Member Compensation Policy Discussion
- #7 – Air District Sponsored and Co-Sponsored Bills
- #8 – Update on U.S. Environmental Protection Agency Climate Pollution Reduction Grant

BOARD MEETING DATE: April 3, 2024

REPORT: Community Advisory Council

SYNOPSIS: The Community Advisory Council (Council) held a meeting on Thursday, March 21, 2024. The following is a summary of the meeting.

RECOMMENDED ACTION:

None; Receive and file.

John Kevin Jefferson, Co-Chair  
Latasha Washington, Co-Chair  
Ken Szutu, Co-Chair  
Community Advisory Council

KJJ/LW/KS:mh

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## CALL TO ORDER

The meeting facilitator, Randolph Belle, called the Community Advisory Council meeting to order at 6:00 p.m.

*This meeting was held in person, but was conducted under procedures authorized by Assembly Bill (AB) 2449 (Rubio 2022), allowing Council Members to attend Ralph M. Brown Act meetings remotely without following the traditional rules for teleconferenced meetings, if a member participating remotely demonstrates a need to do so, either because of an emergency circumstance or other “just cause” as defined in the statute (for non-emergencies, members may only make use of this provision two times per calendar year).*

### Roll Call:

Present, In Person: Council Co-Chairpersons Kevin John Jefferson, Latasha Washington, and Ken Szutu; and Council Members William Goodwin, Ms. Margaret Gordon, Arieann Harrison, Joy Massey, Hana Mendoza, Rio Molina, and Violet Saena.

Participated Remotely, via Zoom (remote presence does not count for quorum, but votes are counted for all action items): Council Member Fernando Campos and Mayra Pelagio (just cause).

Absent: Council Members Dr. Juan Aguilera, Dr. John Ritterman, and Kevin G. Ruano Hernandez.

*For additional details of the Community Advisory Council Meeting, please refer to the [webcast](#). Please use the webcast’s index to view specific agenda items.*



2. PUBLIC COMMENT ON NON-AGENDA MATTERS

No requests received.

CONSENT CALENDAR

3. APPROVAL OF THE DRAFT MINUTES OF THE COMMUNITY ADVISORY COUNCIL (CAC) MEETING OF JANUARY 18, 2024

Public Comments

No requests received.

Council Comments

None.

Council Action

Co-Chair Washington made a motion, seconded by Council Member Massey, to **approve** the Draft Minutes of the Community Advisory Council Meeting of January 18, 2024, and the motion **carried** by the following vote of the Council:

- AYES: Campos, Goodwin, Gordon, Harrison, Jefferson, Massey, Mendoza, Molina, Pelagio, Szutu, Washington.
- NOES: None.
- ABSTAIN: Saena.
- ABSENT: Aguilera, Ritterman, Ruano Hernandez.

Motion Approved

ACTION ITEMS

4. COMMUNITY ADVISORY COUNCIL WORK PLAN

This item was presented by the following members of the Work Plan Ad Hoc Committee: Co-Chair Ken Szutu, Council Member William Goodwin, and Council Member Rio Molina. The presentation *Community Advisory Council Workplan* included the slides: outcome; outline; requested action; initial work plan; revised work plan (March 2023 CAC meeting); developing an updated work plan; CAC Retreat – September 2023; and current CAC Work Plan – December 2023.

Public Comments

No requests received.

### Council Comments

The Council and staff discussed the desire for more action agenda items and less informational agenda items.

### Council Action

Co-Chair Washington made a motion, seconded by Council Member Harrison, to **adopt** the updated Community Advisory Council 2024-2025 Work Plan; and the motion **carried** by the following vote of the Council:

AYES: Campos, Goodwin, Harrison, Jefferson, Massey, Mendoza, Molina, Pelagio, Saena, Szutu, Washington.  
NOES: Gordon.  
ABSTAIN: None.  
ABSENT: Aguilera, Ritterman, Ruano Hernandez.

Motion Approved

### 5. **FUNDING COMMUNITY BENEFITS FROM PENALTY FUNDS**

Greg Nudd, Deputy Executive Officer, Science and Policy, gave the staff presentation *Funding Community Benefits from Penalty Funds*, including: potential presentation outcomes; proposal; previous CAC vote; remaining questions; community benefit project examples; background; about the penalties; penalty percentage allocation for local and regional community benefits - Option 1: 80-20; Option 2: 70-30; Option 3: 60-40; allocation results – Fiscal Year (FY) 24.

### Public Comments

Public comments were given by the following Richmond-North Richmond-San Pablo Path to Clean Air Community Emissions Reduction Plan Community Steering Committee Members: YAnad Burell (Co-Chair), Marisol Cantú, Alfredo Angulo (Co-Chair), and Nancy Peace.

### Council Comments

The Council and staff discussed concern about annual increases of penalty funds that are budgeted to partially fund the Air District’s enforcement program, and the suggestion for a ceiling; whether community benefits projects can be both regionally and locally funded; whether limits could be placed on regional benefits; whether regional or local benefits could apply to law enforcement; the request for a Council orientation on how the Air District determines violations and penalty amounts; how the Air District charges fees to permitted sources based on the type of source; the cost of corrective actions; the manner in which collected penalties would be distributed to communities (who are the recipients, and the comparison of paying regional funds versus local funds); whether the penalties collected for regional benefits can be added to the Air District’s budget target; the belief that a member of the Council had not been informed well

enough to be polled about penalty allocation options; whether facilities are fined for all of their violations; the manner in which new fees are added to a facility, and whether fees can be allocated for regional or local benefits; the Council's desire for healthy relationships with all of the designated Bay Area Community Health Protection Program (AB 617) Community Steering Committees; whether there is a statute of limitations for assessing penalties for past violations; and whether the Air District must enter into tolling agreements with penalized facilities.

Council Action

Co-Chairperson Szutu made a motion, seconded by Council Member Mendoza, to recommend that the Board of Directors **set** a policy in collaboration with the Community Advisory Council that automatically **allocates** a portion of penalties for local (80%) community and regional (20%) benefits; and the motion **carried** by the following vote of the Council:

AYES: Campos, Goodwin, Harrison, Massey, Mendoza, Molina, Pelagio, Saena, Szutu, Washington.  
NOES: Gordon.  
ABSTAIN: Jefferson.  
ABSENT: Aguilera, Ritterman, Ruano Hernandez.

Motion Approved

**THE COUNCIL RECESSED AT 7:33 P.M., AND RESUMED AT 7:45 P.M.**

INFORMATIONAL ITEM

**6. AIR DISTRICT STRATEGIC PLANNING UPDATE**

Dr. Philip M. Fine, Executive Officer / Air Pollution Control Officer (APCO), and CAC Co-Chair, Latasha Washington, gave the presentation *Strategic Planning Update*, including: outcome; requested action; outline; Environmental Justice (EJ) plan development; inputs for development of EJ priorities; examples of EJ priorities; developing EJ strategies: January 2024 to present; Strategic Plan; early input on Strategic Plan; CAC input (survey responses); consistent engagement findings; Strategic Plan framework and definitions; Draft Revision: Air District mission, core values, 5-year vision; draft goal areas; draft strategy examples; working timelines; and next steps.

Public Comments

No requests received.

Council Comments

The Council and staff discussed appreciation for the thank you to the Council’s Environmental Justice Policy Ad Hoc Committee and Air District staff for their EJ contribution to the Strategic Plan; the manner in which small groups of Council Members may meet, regarding the Strategic Plan, without violating the Ralph M. Brown Act; the desire for distinction between EJ priorities and EJ principles; the request for a Council orientation on EJ principles so that all Council Members have the same understanding of terms and definitions; whether accountability is part of the Air District’s core values; concerns about the proposed goal of “Maintain an Effective, Efficient, and Customer-Oriented Organization”, and the suggestion of the removal of corporate-sounding language; whether the Air District’s Public Participation Plan will be relaunched; and the suggestion that the Air District hire a person to measure the success of equity initiatives.

Council Action

None; receive and file.

**OTHER BUSINESS**

**7. ENVIRONMENTAL JUSTICE POLICY AD HOC COMMITTEE UPDATE**

The Council receives an update from the Environmental Justice Policy Ad Hoc Committee from Environmental Justice Policy Ad Hoc Committee Co-Chair Washington.

Public Comments

No requests received.

**8. COMMUNITY BENEFITS FUND AD HOC UPDATE**

The Council received an update from the Community Benefit Fund Ad Hoc Committee from Community Benefit Fund Ad Hoc Committee Co-Chair Campos.

Public Comments

No requests received.

**9. COMMUNITY ADVISORY COUNCIL MEMBER SELECTION AD HOC COMMITTEE**

The Council received an update from the CAC Member Selection Ad Hoc Committee from CAC Member Selection Ad Hoc Committee Co-Chair Pelagio. 33 applications were received for the two vacant seats, and scoring will take place over the next few weeks.

Public Comments

No requests received.

Council Comments

The Council and staff discussed the anticipated timeline of the appointment of new Council Members.

**10. REPORT OF THE EXECUTIVE OFFICER / AIR POLLUTION CONTROL OFFICER**

Dr. Fine announced the following:

- Marcia Raymond, who has been Acting Deputy Executive Officer of Equity and Community Programs, is continuing in this role for a third extension. The hiring process for a permanent Deputy Executive Officer of Equity and Community Programs is ongoing.
- Air District staff appreciates the Council Members who attended the Board of Directors annual retreat on January 31, 2024.
- The Air District is currently sponsoring several bills: Senate Bill (SB) 1095 (Becker) - Cozy Homes Cleanup Act: building standards: gas-fuel-burning appliances; **AB 2298 (Hart, et al.)** – Coastal resources: voluntary vessel speed reduction and sustainable shipping program; and **AB 1465 (Wicks)** – Nonvehicular air pollution: civil penalties.

**11. COUNCIL MEMBER COMMENTS / OTHER BUSINESS**

Council Member Goodwin asked whether the Air District has a legislative policy priority platform so that interested members of the public may support and advocate for Air District-sponsored bills, or bills of interest to the Air District.

Co-Chair Jefferson thanked Dr. Fine for centering EJ as guiding principle of Air District’s work. Council Member Gordon requested a more detailed explanation of the Air District’s harassment policy, process, procedures, and protocol. She believed that the training that the Council Members received lacked clarity.

Council Member Gordon announced the following event:

**Lau Grants for Just Climate Futures Presentation Workshops  
Friday, April 5, 10 AM to 5 PM at Bauer Wurster Hall, UC Berkeley**

The College of Environmental Design will be holding presentation workshops for the Lau Grants for Just Climate Futures, featuring dialogue around climate adaptation strategies, organized by the Institute of Urban & Regional Development. Exhibitions of the five funded cross-disciplinary projects will be featured, including community partners and representatives of public agencies. At 3:00pm, there will be an exhibit called “**BAAQMAP: Bay Area Air Quality Map Analysis**

**Project”**, which maps real-time air quality and cumulative environmental exposure. Members of the Council will be speakers at that exhibit.

Council Member Mendoza requested that hard copies of agenda packets be made available in larger font size, for those who require it.

Co-Chair Szutu registered a public harassment complaint about comments made during the meeting which Co-Chair Szutu considered hostile. In response, Co-Chair Washington offered an apology to Co-Chair Szutu and the Council for her earlier comments, noting that she did not intend to offend Co-Chair Szutu. Council Member Pelagio requested that staff intervene and offer proposed motion language, to assist the maker of a motion, in the future, if needed.

## 12. **TIME AND PLACE OF NEXT MEETING**

Thursday, May 16, 2024, at 6:00 p.m. at the California State University East Bay Oakland Professional Development and Conference Center, Trans Pacific Center, 1000 Broadway, Suite 109, Oakland, CA 94607. The meeting will be in-person for the Community Advisory Council members and members of the public will be able to either join in-person or via webcast.

### **Adjournment**

The meeting was adjourned at 9:00 p.m.

### **Attachments**

- #3 – Approval of the Draft Minutes of the Community Advisory Council (CAC) Meeting of January 18, 2024
- #4 – Community Advisory Council (CAC) Work Plan
- #5 – Funding Community Benefits from Penalty Funds
- #6 – Air District Strategic Planning Update

**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: April 3, 2024

Re: State Legislative Bills Update

RECOMMENDED ACTION

As recommended by the Policy, Grants and Technology Committee, adopt a position of SUPPORT for the following bill:

- Assembly Bill (AB) 2958 (Calderon) - State Air Resources Board: board members: compensation;

and adopt a position of OPPOSE for the following bill:

- Senate Bill (SB) 1298 (Cortese) - Certification of thermal powerplants: data centers.

BACKGROUND

The Policy, Grants, and Technology Committee (Committee) met on March 20, 2024, where staff presented three high-priority bills for the Committee to discuss and consider recommending that the Board of Directors (Board) take a formal position on them. The Committee voted to recommend the following three positions for the Board's consideration:

- Support AB 2958 (Calderon) - State Air Resources Board: board members: compensation.
- Oppose AB 3076 (Essayli) - Energy: gas stoves.
- Oppose SB 1298 (Cortese) - Certification of thermal powerplants: data centers.

However, after the Committee voted to recommend the above three positions to the Board's for consideration, AB 3076 (Essayli) was gut and amended and is now an entirely different bill proposal from what the Committee voted to recommend to the Board. Therefore, this bill has been removed from the "Recommended Action" for Board consideration.

## DISCUSSION

Attached is a bill matrix of the bills that Air District staff is tracking, noting their current status and current or recommended positions to support, oppose, and work with the author during the 2024 Legislative Session.

Specifically, staff will be discussing the following bills for the Board's consideration:

*AB 2958 (Calderon) - State Air Resources Board: board members: compensation.*

CapitolTrack Summary: Current law establishes the State Air Resources Board consisting of 14 members with 12 members appointed by the Governor, with the consent of the Senate. Current law provides that members appointed as members from the air districts serve on the state board without compensation. Current law provides that the elected official members of the state board receive \$100 for each day, or a portion of that amount, but not to exceed \$1,000 in any month, attending meetings of the state board or its committees, or upon authorization of the state board while on official business of the state board (per diem amount). This bill would repeal the prohibition on compensation of the members of the state board from air districts and would provide for the per diem amount for all members of the state board.

Current Status: AB 2958 has been referred to the Assembly Committee on Natural Resources and is set for a hearing on April 8, 2024.

Staff Recommendation: Support

*SB 1298 (Cortese) - Certification of thermal powerplants: data centers.*

CapitolTrack Summary: Current law vests the State Energy Resources Conservation and Development Commission with the exclusive power to certify all locations on which an electrical transmission line or thermal powerplant is constructed, or is proposed to be constructed, and related electrical transmission lines or thermal powerplants. Current law authorizes the commission to exempt from certification a thermal powerplant with a generating capacity of up to 100 megawatts, and modifications to existing generating facilities that do not add capacity in excess of 100 megawatts, if the commission finds that no substantial adverse impact on the environment or energy resources will result from the construction or operation of the proposed facility or from the modifications. This bill would additionally authorize the commission to exempt from certification a thermal powerplant with a generating capacity of up to 200 megawatts that is used solely as an emergency backup generating facility for a data center and that is not interconnected with the electrical transmission grid for purposes of exporting electricity, if the commission finds that no substantial adverse impact on the environment or energy resources will result from the construction or operation of the proposed data center.

Current Status: SB 1298 has been referred to the Senate Energy, Utilities, and Communications Committee. It has not yet been set for a hearing.

Staff Recommendation: Oppose



BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Alan Abbs  
Reviewed by: Viet Tran

ATTACHMENTS:

1. Bills of Interest Matrix - As of March 25, 2024
2. AB 2958 (Calderon) - Bill Text - As Introduced on February 16, 2024
3. SB 1298 (Cortese) - Bill Text - As Introduced on February 15, 2024

Bill #	Author	Subject	Last Amended	Last Status - As of 3/25/2024	Location	Notes	Position	Priority (Low/Medium/High)	Category
<a href="#">AB 593</a>	Haney	Carbon emission reduction strategy: building sector.	7/13/2023	09/01/2023 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/14/2023)(May be acted upon Jan 2024)	09/01/2023 - Senate 2 YEAR			Low	Climate Change
<a href="#">AB 1992</a>	Boerner	Coastal resources: coastal development permits: blue carbon demonstration projects.		03/20/2024 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 7. Noes 0.) (March 19). Re-referred to Com. on APPR.	03/19/2024 - Assembly APPR.			Low	Climate Change
<a href="#">AB 2008</a>	Wallis	Reliable Energy Needs for Everyone in the West Program.	3/6/2024	03/07/2024 - Re-referred to Com. on U. & E.	02/12/2024 - Assembly U. & E.			Low	Climate Change
<a href="#">AB 2331</a>	Gabriel	Voluntary carbon market disclosures.	3/21/2024	03/21/2024 - Referred to Com. on NAT. RES. From committee chair, with author's amendments: Amend, and re-refer to Com. on NAT. RES. Read second time and amended.	03/21/2024 - Assembly NAT. RES.			Low	Climate Change
<a href="#">AB 2372</a>	Bains	Greenhouse gas emissions: state board: report.		02/26/2024 - Referred to Com. on NAT. RES.	02/26/2024 - Assembly NAT. RES.			Low	Climate Change
<a href="#">AB 2569</a>	Connolly	Climate change.		02/15/2024 - From printer. May be heard in committee March 16.	02/14/2024 - Assembly PRINT	Intent Bill		Low	Climate Change
<a href="#">AB 2572</a>	Muratsuchi	Ocean carbon dioxide removal projects.	3/21/2024	03/21/2024 - Referred to Com. on NAT. RES. From committee chair, with author's amendments: Amend, and re-refer to Com. on NAT. RES. Read second time and amended.	03/21/2024 - Assembly NAT. RES.			Low	Climate Change
<a href="#">AB 2623</a>	Arambula	Carbon dioxide transport.		03/21/2024 - Referred to Coms. on U. & E., NAT. RES. and E.M.	03/21/2024 - Assembly U. & E.			Low	Climate Change
<a href="#">AB 2732</a>	Papan	Grant Information Act of 2018: internet web portal: climate-related grants: childcare sector.	3/21/2024	03/21/2024 - Referred to Com. on HUM. S. From committee chair, with author's amendments: Amend, and re-refer to Com. on HUM. S. Read second time and amended.	03/21/2024 - Assembly HUM. S.			Low	Climate Change
<a href="#">AB 2870</a>	Muratsuchi	Low-Carbon Fuel Standard regulations: carbon intensity calculation: avoided methane emissions from livestock manure: prohibition.	3/21/2024	03/21/2024 - Referred to Coms. on TRANS. and NAT. RES. From committee chair, with author's amendments: Amend, and re-refer to Com. on TRANS. Read second time and amended.	03/21/2024 - Assembly TRANS.			Low	Climate Change
<a href="#">AB 3208</a>	Boerner	Greenhouse gases: methane.		02/17/2024 - From printer. May be heard in committee March 18.	02/16/2024 - Assembly PRINT	Spot Bill		Low	Climate Change
<a href="#">AB 3230</a>	Petrie-Norris	Greenhouse gas emissions reduction: state agencies.	3/21/2024	03/21/2024 - Referred to Coms. on NAT. RES. and U. & E. From committee chair, with author's amendments: Amend, and re-refer to Com. on NAT. RES. Read second time and amended.	03/21/2024 - Assembly NAT. RES.			Low	Climate Change
<a href="#">SB 308</a>	Becker	Carbon Dioxide Removal Market Development Act.	5/18/2023	07/14/2023 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was NAT. RES. on 6/8/2023)(May be acted upon Jan 2024)	07/14/2023 - Assembly 2 YEAR			Low	Climate Change
<a href="#">SB 422</a>	Portantino	California Environmental Quality Act: expedited environmental review: climate change regulations.	3/20/2023	09/14/2023 - Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/12/2023)(May be acted upon Jan 2024)	09/14/2023 - Assembly 2 YEAR			Medium	Climate Change
<a href="#">SB 941</a>	Skinner	California Global Warming Solutions Act of 2006: scoping plan: industrial sources of emissions.	3/18/2024	03/18/2024 - From committee with author's amendments. Read second time and amended. Re-referred to Com. on RLS.	01/17/2024 - Senate RLS.			Low	Climate Change
<a href="#">SB 972</a>	Min	Methane emissions: organic waste: landfills.		03/12/2024 - Set for hearing April 24.	02/14/2024 - Senate E.Q.			Low	Climate Change
<a href="#">SB 1036</a>	Limón	Voluntary carbon offsets: business regulation.		03/20/2024 - From committee: Do pass and re-refer to Com. on JUD. (Ayes 5. Noes 0.) (March 20). Re-referred to Com. on JUD.	03/20/2024 - Senate JUD.			Low	Climate Change
<a href="#">SB 1136</a>	Stern	California Global Warming Solutions Act of 2006: report.		03/20/2024 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 6. Noes 0.) (March 20). Re-referred to Com. on APPR.	03/20/2024 - Senate APPR.			Low	Climate Change
<a href="#">SB 1497</a>	Menjivar	Polluters Pay Climate Cost Recovery Act of 2024.	3/20/2024	03/20/2024 - From committee with author's amendments. Read second time and amended. Re-referred to Com. on RLS.	02/16/2024 - Senate RLS.			Low	Climate Change
<a href="#">AB 124</a>	Committee on Budget	Energy.	6/26/2023	08/14/2023 - Re-referred to Com. on B. & F.R.	08/14/2023 - Senate BUDGET & F.R.			Low	Energy
<a href="#">AB 1176</a>	Zbur	General plans: Local Electrification Planning Act.	5/26/2023	07/14/2023 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was GOV. & F. on 6/14/2023)(May be acted upon Jan 2024)	07/14/2023 - Senate 2 YEAR			Low	Energy
<a href="#">AB 1921</a>	Papan	Energy: renewable electrical generation facilities: linear generators.		02/05/2024 - Referred to Coms. on U. & E. and NAT. RES.	02/05/2024 - Assembly U. & E.			Medium	Energy
<a href="#">AB 2083</a>	Berman	Industrial facilities' heat application equipment and process emissions.	3/18/2024	03/19/2024 - Re-referred to Com. on NAT. RES.	03/18/2024 - Assembly NAT. RES.			Low	Energy
<a href="#">AB 2092</a>	Mathis	Energy: small modular reactors: feasibility study.	3/18/2024	03/19/2024 - Re-referred to Com. on APPR.	03/13/2024 - Assembly APPR.			Low	Energy
<a href="#">AB 2204</a>	Bennett	Green hydrogen.	3/21/2024	03/21/2024 - Referred to Coms. on U. & E. and NAT. RES. From committee chair, with author's amendments: Amend, and re-refer to Com. on U. & E. Read second time and amended.	03/21/2024 - Assembly U. & E.			Low	Energy
<a href="#">AB 2495</a>	Muratsuchi	Electricity: state policy: joint report.	3/21/2024	03/21/2024 - Referred to Coms. on U. & E. and NAT. RES. From committee chair, with author's amendments: Amend, and re-refer to Com. on U. & E. Read second time and amended.	03/21/2024 - Assembly U. & E.			Low	Energy
<a href="#">AB 2601</a>	Ramos	Energy Savings Assistance Program: energy-efficient appliances.		03/04/2024 - Referred to Com. on U. & E.	03/04/2024 - Assembly U. & E.			Low	Energy
<a href="#">AB 2805</a>	Essayli	Electricity: fixed charges: repeal.		03/04/2024 - Referred to Com. on U. & E.	03/04/2024 - Assembly U. & E.			Low	Energy

Bill #	Author	Subject	Last Amended	Last Status - As of 3/25/2024	Location	Notes	Position	Priority (Low/Medium/High)	Category
<a href="#">AB 2912</a>	Dixon	Energy: retail gasoline pricing.		03/11/2024 - Referred to Com. on U. & E.	03/11/2024 - Assembly U. & E.			Low	Energy
<a href="#">AB 3118</a>	Wallis	Solar energy: official state energy.		03/11/2024 - Referred to Com. on U. & E.	03/11/2024 - Assembly U. & E.			Low	Energy
<a href="#">SB 233</a>	Skinner	Battery electric vehicles and electric vehicle supply equipment: bidirectional capability.	9/1/2023	09/14/2023 - Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/13/2023)(May be acted upon Jan 2024)	09/14/2023 - Assembly 2 YEAR			Low	Energy
<a href="#">SB 438</a>	Caballero	Carbon sequestration: Carbon Capture, Removal, Utilization, and Storage Program: incidental and unintentional residual oil production.	6/6/2023	07/14/2023 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was NAT. RES. on 5/26/2023)(May be acted upon Jan 2024)	07/14/2023 - Assembly 2 YEAR			Low	Energy
<a href="#">SB 983</a>	Wahab	Energy: gasoline stations and alternative fuel infrastructure.	3/21/2024	03/21/2024 - Read second time and amended. Re-referred to Com. on RLS.	03/19/2024 - Senate RLS.			Low	Energy
<a href="#">SB 993</a>	Becker	Clean energy development incentive rate tariff.		02/14/2024 - Referred to Com. on E., U. & C.	02/14/2024 - Senate E. U., & C.			Low	Energy
<a href="#">SB 1006</a>	Padilla	Electricity: transmission capacity: reconductoring and grid-enhancing technologies.	3/18/2024	03/18/2024 - From committee with author's amendments. Read second time and amended. Re-referred to Com. on E., U. & C.	02/14/2024 - Senate E. U., & C.			Low	Energy
<a href="#">SB 1095</a>	Becker	Cozy Homes Cleanup Act: building standards: gas-fuel-burning appliances.	3/21/2024	03/21/2024 - Read second time and amended. Re-referred to Com. on JUD.	03/20/2024 - Senate JUD.		Air District-Sponsored	High	Energy
<a href="#">SB 1148</a>	Blakespear	Electrical service: multifamily dwellings and local government buildings.		02/21/2024 - Referred to Coms. on E., U. & C. and L., P.E. & R.	02/21/2024 - Senate E. U., & C.			Low	Energy
<a href="#">SB 1420</a>	Caballero	Hydrogen.	3/20/2024	03/20/2024 - From committee with author's amendments. Read second time and amended. Re-referred to Com. on E.Q.	02/29/2024 - Senate E.Q.			Low	Energy
<a href="#">AB 2250</a>	Weber	Social determinants of health: screening and outreach.		02/26/2024 - Referred to Com. on HEALTH.	02/26/2024 - Assembly HEALTH			Low	Environmental Justice
<a href="#">AB 2851</a>	Bonta	Metal shredding facilities: fence-line monitoring.	3/21/2024	03/21/2024 - Referred to Coms. on E.S. & T.M. and NAT. RES. From committee chair, with author's amendments: Amend, and re-refer to Com. on E.S. & T.M. Read second time and amended.	03/21/2024 - Assembly E.S. & T.M.			Medium	Environmental Justice
<a href="#">SB 720</a>	Stern	Aviation: airports: report: emissions: GO-Biz.	7/10/2023	07/14/2023 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was NAT. RES. on 7/5/2023)(May be acted upon Jan 2024)	07/14/2023 - Assembly 2 YEAR			Low	Environmental Justice
<a href="#">AB 985</a>	Arambula	San Joaquin Valley Unified Air Pollution Control District: emission reduction credit system.	7/6/2023	09/13/2023 - Assembly refused to concur in Senate amendments. Motion to reconsider made by Assembly Member Arambula.	09/12/2023 - Assembly RECONSIDERATION			Low	General-Air District
<a href="#">AB 2188</a>	Ta	Vehicles: pollution control devices.		02/26/2024 - Referred to Com. on TRANS.	02/26/2024 - Assembly TRANS.			Low	General-Air District
<a href="#">AB 2298</a>	Hart	Coastal resources: voluntary vessel speed reduction and sustainable shipping program.	3/20/2024	03/21/2024 - Re-referred to Com. on NAT. RES.	03/19/2024 - Assembly NAT. RES.		Air-District Co-Sponsor	High	General-Air District
<a href="#">AB 2522</a>	Carrillo, Wendy	South Coast Air Quality Management District: district board: compensation.		03/11/2024 - Referred to Com. on NAT. RES.	03/11/2024 - Assembly NAT. RES.			Low	General-Air District
<a href="#">AB 3136</a>	Reyes	Attorney General: Bureau of Environmental Justice.		03/11/2024 - Referred to Coms. on JUD. and E.S. & T.M.	03/11/2024 - Assembly JUD.			Low	General-Air District
<a href="#">SB 336</a>	Umberg	State grant programs: negotiated indirect cost rates.	9/1/2023	09/14/2023 - Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/11/2023)(May be acted upon Jan 2024)	09/14/2023 - Assembly 2 YEAR			Low	General-Air District
<a href="#">SB 674</a>	Gonzalez	Air pollution: refineries: community air monitoring systems: fence-line monitoring systems.	9/1/2023	09/14/2023 - Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/14/2023)(May be acted upon Jan 2024)	09/14/2023 - Assembly 2 YEAR	Board Approval 4/19/2023	Support	Medium	General-Air District
<a href="#">SB 1158</a>	Archuleta	Carl Moyer Memorial Air Quality Standards Attainment Program.		03/20/2024 - From committee: Do pass and re-refer to Com. on TRANS. (Ayes 5. Noes 0.) (March 20). Re-referred to Com. on TRANS.	03/20/2024 - Senate TRANS.	Board Approval 3/6/2024	Support	Medium	General-Air District
<a href="#">AB 627</a>	Jackson	Drayage trucks: voucher incentive project.	1/22/2024	01/29/2024 - Read third time. Passed. Ordered to the Senate. (Ayes 67. Noes 1.) In Senate. Read first time. To Com. on RLS. for assignment.	01/29/2024 - Senate RLS.			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">AB 637</a>	Jackson	Zero-emission vehicles: fleet owners: rental vehicles.	9/6/2023	01/25/2024 - Read third time. Passed. Ordered to the Senate. (Ayes 70. Noes 0.) In Senate. Read first time. To Com. on RLS. for assignment.	01/25/2024 - Senate RLS.			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">AB 1349</a>	Irwin	Electric vehicle charging station networks: data fields.	6/5/2023	07/14/2023 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was E. U., & C. on 6/13/2023)(May be acted upon Jan 2024)	07/14/2023 - Senate 2 YEAR			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">AB 1567</a>	Garcia	Safe Drinking Water, Wildfire Prevention, Drought Preparation, Flood Protection, Extreme Heat Mitigation, Clean Energy, and Workforce Development Bond Act of 2024.	5/26/2023	06/14/2023 - Referred to Coms. on N.R. & W. and GOV. & F.	06/14/2023 - Senate N.R. & W.			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">AB 1969</a>	Hart	State Air Resources Board: Clean Off-Road Equipment Voucher Incentive Project: unmanned aerial systems.		03/20/2024 - From committee: Do pass and re-refer to Com. on APPR. with recommendation: To Consent Calendar. (Ayes 11. Noes 0.) (March 19). Re-referred to Com. on APPR.	03/19/2024 - Assembly APPR.			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">AB 2061</a>	Wilson	Sales and Use Tax: exemptions: zero-emission public transportation ferries.		03/11/2024 - In committee: Set, first hearing. Referred to REV. & TAX. suspense file.	03/11/2024 - Assembly REV. & TAX SUSPENSE FILE			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">AB 2266</a>	Petrie-Norris	California Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project: vehicle eligibility.		02/26/2024 - Referred to Coms. on TRANS. and NAT. RES.	02/26/2024 - Assembly TRANS.			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">AB 2401</a>	Ting	Clean Cars 4 All Program.		02/26/2024 - Referred to Coms. on TRANS. and NAT. RES.	02/26/2024 - Assembly TRANS.			Medium	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">AB 2418</a>	Patterson, Jim	Vehicular air pollution: heavy-duty trucks.		02/26/2024 - Referred to Com. on TRANS.	02/26/2024 - Assembly TRANS.			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade

Bill #	Author	Subject	Last Amended	Last Status - As of 3/25/2024	Location	Notes	Position	Priority (Low/Medium/High)	Category
<a href="#">AB 2480</a>	Garcia	Zero-emission schoolbus replacement grants: private contractors.	3/20/2024	03/21/2024 - Re-referred to Com. on TRANS.	03/04/2024 - Assembly TRANS.			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">AB 2626</a>	Dixon	Advanced Clean Fleets regulations: local governments.		03/04/2024 - Referred to Coms. on TRANS. and NAT. RES.	03/04/2024 - Assembly TRANS.			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">AB 2760</a>	Muratsuchi	Lower Emissions Equipment at Seaports and Intermodal Yards Program.	3/21/2024	03/21/2024 - Referred to Coms. on TRANS. and NAT. RES. From committee chair, with author's amendments: Amend, and re-refer to Com. on TRANS. Read second time and amended.	03/21/2024 - Assembly TRANS.			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">AB 2796</a>	Alvarez	Equitable Access to Zero-Emissions Vehicles Fund.		03/11/2024 - Referred to Coms. on TRANS. and NAT. RES.	03/11/2024 - Assembly TRANS.			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">AB 2815</a>	Petrie-Norris	Clean Transportation Program: electric vehicle charging infrastructure.		03/11/2024 - Referred to Coms. on TRANS. and NAT. RES.	03/11/2024 - Assembly TRANS.			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">AB 3153</a>	Dixon	Emission standards: marine vessels: exemption.		03/11/2024 - Referred to Com. on TRANS.	03/11/2024 - Assembly TRANS.			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">AB 3243</a>	Ta	Vehicle registration fees: amnesty.		03/11/2024 - Referred to Com. on TRANS.	03/11/2024 - Assembly TRANS.			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">SB 301</a>	Portantino	Vehicular air pollution: Zero-Emission Aftermarket Conversion Project.	9/1/2023	09/14/2023 - Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/13/2023)(May be acted upon Jan 2024)	09/14/2023 - Assembly 2 YEAR			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">SB 638</a>	Eggman	Climate Resiliency and Flood Protection Bond Act of 2024.	6/28/2023	07/06/2023 - July 11 hearing postponed by committee.	06/15/2023 - Assembly W.P. & W.			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">SB 867</a>	Allen	Drought, Flood, and Water Resilience, Wildfire and Forest Resilience, Coastal Resilience, Extreme Heat Mitigation, Biodiversity and Nature-Based Climate Solutions, Climate Smart Agriculture, Park Creation and Outdoor Access, and Clean Energy Bond Act of 2024.	6/22/2023	07/06/2023 - July 10 hearing postponed by committee.	06/20/2023 - Assembly NAT. RES.			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">SB 1054</a>	Rubio	Climate Pollution Reduction in Homes Initiative: natural gas: customer credit.	3/20/2024	03/20/2024 - From committee with author's amendments. Read second time and amended. Re-referred to Com. on E., U. & C.	02/21/2024 - Senate E. U., & C.			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">SB 1135</a>	Limón	Greenhouse Gas Reduction Fund: income taxes: credit.		03/01/2024 - Set for hearing April 9.	02/21/2024 - Senate N.R. & W.			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">SB 1387</a>	Newman	California Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project: vehicle eligibility.	3/18/2024	03/18/2024 - From committee with author's amendments. Read second time and amended. Re-referred to Com. on RLS.	02/16/2024 - Senate RLS.			Low	GGRF, Incentive Programs, Mobile Source, Cap and Trade
<a href="#">AB 817</a>	Pacheco	Open meetings: teleconferencing: subsidiary body.	1/17/2024	01/25/2024 - Read third time. Passed. Ordered to the Senate. (Ayes 54. Noes 8.) In Senate. Read first time. To Com. on RLS. for assignment.	01/25/2024 - Senate RLS.	Board Approval 4/19/2023	Support	Medium	Other
<a href="#">AB 1465</a>	Wicks	Nonvehicular air pollution: civil penalties.	7/13/2023	09/14/2023 - Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/6/2023)(May be acted upon Jan 2024)	09/14/2023 - Senate 2 YEAR		Air District-Sponsored	High	Other
<a href="#">AB 1812</a>	Gabriel	Budget Act of 2024.		01/16/2024 - Referred to Com. on BUDGET.	01/16/2024 - Assembly BUDGET	January Budget Proposal		High	Other
<a href="#">AB 1857</a>	Jackson	State Air Resources Board: air quality regulation: valleys.		03/20/2024 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 8. Noes 2.) (March 19). Re-referred to Com. on APPR.	03/19/2024 - Assembly APPR.			Low	Other
<a href="#">AB 1864</a>	Connolly	Pesticides: agricultural use near schoolsites: notification and reporting.	3/6/2024	03/13/2024 - In committee: Set, first hearing. Hearing canceled at the request of author.	02/12/2024 - Assembly E.S. & T.M.			Low	Other
<a href="#">AB 1866</a>	Hart	Oil and gas: idle wells.	3/11/2024	03/20/2024 - Coauthors revised. From committee: Do pass and re-refer to Com. on APPR. (Ayes 7. Noes 3.) (March 19). Re-referred to Com. on APPR.	03/19/2024 - Assembly APPR.			Low	Other
<a href="#">AB 1894</a>	Ta	Nonvehicular air pollution: civil penalties.	3/11/2024	03/14/2024 - In committee: Set, first hearing. Hearing canceled at the request of author.	02/12/2024 - Assembly NAT. RES.	Board Approval 3/6/2024	Oppose	Medium	Other
<a href="#">AB 1922</a>	Davies	California Conservation Corps: Green Collar Certification Program.		03/20/2024 - From committee: Do pass and re-refer to Com. on APPR. (Ayes 11. Noes 0.) (March 19). Re-referred to Com. on APPR.	03/19/2024 - Assembly APPR.			Low	Other
<a href="#">AB 1923</a>	Davies	Green Assistance Program.		03/20/2024 - From committee: Do pass and re-refer to Com. on APPR. with recommendation: To Consent Calendar. (Ayes 11. Noes 0.) (March 19). Re-referred to Com. on APPR.	03/19/2024 - Assembly APPR.			Low	Other
<a href="#">AB 2037</a>	Papan	Weights and measures: electric vehicle chargers.	3/14/2024	03/18/2024 - Re-referred to Com. on APPR.	03/13/2024 - Assembly APPR.			Low	Other
<a href="#">AB 2153</a>	Lowenthal	California Public Records Act: public agency employees: notice requirements: personnel and medical information.		03/13/2024 - In committee: Set, first hearing. Hearing canceled at the request of author.	02/20/2024 - Assembly JUD.			Low	Other
<a href="#">AB 2190</a>	Mathis	California Environmental Quality Act: expedited judicial review: infrastructure projects: hydrogen.		03/19/2024 - In committee: Set, first hearing. Hearing canceled at the request of author.	02/26/2024 - Assembly NAT. RES.			Low	Other
<a href="#">AB 2208</a>	Zbur	California Ports Development and Offshore Wind Infrastructure Bond Act of 2024.	3/21/2024	03/21/2024 - Referred to Coms. on NAT. RES. and U. & E. From committee chair, with author's amendments: Amend, and re-refer to Com. on NAT. RES. Read second time and amended.	03/21/2024 - Assembly NAT. RES.			Low	Other
<a href="#">AB 2302</a>	Addis	Open meetings: local agencies: teleconferences.		02/26/2024 - Referred to Com. on L. GOV.	02/26/2024 - Assembly L. GOV.			Low	Other
<a href="#">AB 2309</a>	Muratsuchi	City attorney: state law: misdemeanor.		02/26/2024 - Referred to Com. on PUB. S.	02/26/2024 - Assembly PUB. S.			Low	Other
<a href="#">AB 2394</a>	Grayson	California Environmental Quality Act.		02/13/2024 - From printer. May be heard in committee March 14.	02/12/2024 - Assembly PRINT			Low	Other

Bill #	Author	Subject	Last Amended	Last Status - As of 3/25/2024	Location	Notes	Position	Priority (Low/Medium/High)	Category
<a href="#">AB 2404</a>	Lee	State and local public employees: labor relations: strikes.	3/21/2024	03/21/2024 - Referred to Coms. on P.E. & R. and JUD. From committee chair, with author's amendments: Amend, and re-refer to Com. on P.E. & R. Read second time and amended.	03/21/2024 - Assembly P.E. & R.			Low	Other
<a href="#">AB 2453</a>	Villapudua	Weights and measures: electric vehicle chargers and electric vehicle supply equipment.		03/04/2024 - Referred to Com. on P. & C.P.	03/04/2024 - Assembly P. & C.P.			Low	Other
<a href="#">AB 2487</a>	Fong, Mike	Deputy Secretary for Climate.	3/21/2024	03/21/2024 - Referred to Coms. on L. & E. and U. & E. From committee chair, with author's amendments: Amend, and re-refer to Com. on L. & E. Read second time and amended.	03/21/2024 - Assembly L. & E.			Low	Other
<a href="#">AB 2513</a>	Pellerin	Gas stoves and ranges: warning label.		03/21/2024 - Referred to Com. on E.S. & T.M.	03/21/2024 - Assembly E.S. & T.M.			Low	Other
<a href="#">AB 2561</a>	McKinnor	Local public employees: vacant positions.	3/11/2024	03/19/2024 - In committee: Hearing postponed by committee.	03/11/2024 - Assembly P.E. & R.			Low	Other
<a href="#">AB 2577</a>	Irwin	Organic waste: reduction regulations.		03/20/2024 - Coauthors revised. From committee: Do pass and re-refer to Com. on APPR. (Ayes 8. Noes 3.) (March 19). Re-referred to Com. on APPR.	02/14/2024 - Assembly APPR.			Low	Other
<a href="#">AB 2658</a>	Bains	Short-lived climate pollutants: organic waste: reduction regulations: exemption.		03/04/2024 - Referred to Com. on NAT. RES.	03/04/2024 - Assembly NAT. RES.			Low	Other
<a href="#">AB 2675</a>	Low	State agencies: electronic transmission of information.		02/15/2024 - From printer. May be heard in committee March 16.	02/14/2024 - Assembly PRINT	Spot Bill		Low	Other
<a href="#">AB 2715</a>	Boerner	Ralph M. Brown Act: closed sessions.		03/04/2024 - Referred to Com. on L. GOV.	03/04/2024 - Assembly L. GOV.			Low	Other
<a href="#">AB 2781</a>	Irwin	Public contracting: state grants: prohibition.	3/21/2024	03/21/2024 - Referred to Com. on G.O. From committee chair, with author's amendments: Amend, and re-refer to Com. on G.O. Read second time and amended.	03/21/2024 - Assembly G.O.			Low	Other
<a href="#">AB 2900</a>	Soria	Small agricultural truck fleet assistance program.	3/21/2024	03/21/2024 - Referred to Com. on TRANS. From committee chair, with author's amendments: Amend, and re-refer to Com. on TRANS. Read second time and amended.	03/21/2024 - Assembly TRANS.			Low	Other
<a href="#">AB 2902</a>	Wood	Organic waste: reduction regulations: exemptions.		03/04/2024 - Referred to Com. on NAT. RES.	03/04/2024 - Assembly NAT. RES.			Low	Other
<a href="#">AB 2937</a>	Wicks	California Environmental Quality Act: streamlined environmental reviews.		02/16/2024 - From printer. May be heard in committee March 17.	02/15/2024 - Assembly PRINT	Spot Bill		Low	Other
<a href="#">AB 2940</a>	Muratsuchi	California Environmental Quality Act: environmental leadership development projects: transmission projects.		03/18/2024 - Referred to Coms. on NAT. RES. and JUD.	03/18/2024 - Assembly NAT. RES.			Low	Other
<a href="#">AB 2958</a>	Calderon	State Air Resources Board: board members: compensation.	3/21/2024	03/21/2024 - From committee chair, with author's amendments: Amend, and re-refer to Com. on NAT. RES. Read second time and amended.	03/11/2024 - Assembly NAT. RES.		Propose Support	Medium	Other
<a href="#">AB 3114</a>	Low	California Environmental Quality Act: expedited judicial review: sustainable aviation fuel projects.	3/18/2024	03/19/2024 - Re-referred to Com. on NAT. RES.	03/18/2024 - Assembly NAT. RES.			Low	Other
<a href="#">AB 3155</a>	Friedman	Oil and gas wells: health protection zones: civil liability.		03/14/2024 - Re-referred to Coms. on JUD. and NAT. RES. pursuant to Assembly Rule 96.	03/14/2024 - Assembly JUD.			Low	Other
<a href="#">AB 3233</a>	Addis	Oil and gas: operations: restrictions: local authority.	3/21/2024	03/21/2024 - Referred to Coms. on NAT. RES. and U. & E. From committee chair, with author's amendments: Amend, and re-refer to Com. on NAT. RES. Read second time and amended.	03/21/2024 - Assembly NAT. RES.			Low	Other
<a href="#">SB 312</a>	Wiener	California Environmental Quality Act: university housing development projects: exemption.	1/11/2024	01/25/2024 - Read third time. Passed. (Ayes 34. Noes 1.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.	01/25/2024 - Assembly DESK			Low	Other
<a href="#">SB 382</a>	Becker	Single-family residential property: disclosures.	1/4/2024	01/18/2024 - Read third time. Passed. (Ayes 37. Noes 0.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.	01/18/2024 - Assembly DESK	Board Approval 3/6/2024 Proposed Co-Sponsor	Support	Medium	Other
<a href="#">SB 537</a>	Becker	Open meetings: multijurisdictional, cross-county agencies: teleconferences.	9/5/2023	09/14/2023 - Ordered to inactive file on request of Assembly Member Bryan.	09/14/2023 - Assembly INACTIVE FILE	Board Approval 4/19/2023	Support	Medium	Other
<a href="#">SB 917</a>	Skinner	Budget Act of 2024.		01/10/2024 - Introduced. Read first time. Referred to Com. on B. & F.R. To print.	01/10/2024 - Senate BUDGET & F.R.	January Budget Proposal		High	Other
<a href="#">SB 967</a>	Padilla	University of California: pilot project: dust forecast and warning system: Imperial County and Coachella Valley.		03/20/2024 - VOTE: Do pass as amended, but first amend, and re-refer to the Committee on [Appropriations] (PASS)	03/20/2024 - Senate APPR.			Low	Other
<a href="#">SB 979</a>	Grove	Oil and gas: operations: notices of intention: written response for denied notice.		02/14/2024 - Referred to Com. on N.R. & W.	02/14/2024 - Senate N.R. & W.			Low	Other
<a href="#">SB 1045</a>	Blakespear	Composting facilities: zoning: air and water permits.	3/11/2024	03/19/2024 - April 24 hearing postponed by committee. Withdrawn from committee. Re-referred to Com. on RLS.	03/19/2024 - Senate RLS.			Low	Other
<a href="#">SB 1046</a>	Laird	Organic waste reduction: program environmental impact report: green material composting operations.	3/21/2024	03/21/2024 - Read second time and amended. Re-referred to Com. on APPR.	03/20/2024 - Senate APPR.			Low	Other
<a href="#">SB 1062</a>	Dahle	Energy: conversion of biomass energy generation facilities.	3/20/2024	03/20/2024 - From committee with author's amendments. Read second time and amended. Re-referred to Com. on RLS.	02/08/2024 - Senate RLS.			Low	Other
<a href="#">SB 1087</a>	Grove	Oil imports: air quality emissions data.		03/20/2024 - From committee: Do pass and re-refer to Com. on E., U. & C. with recommendation: To consent calendar. (Ayes 6. Noes 0.) (March 20). Re-referred to Com. on E., U. & C.	03/20/2024 - Senate E. U., & C.	Intent Bill		Low	Other
<a href="#">SB 1193</a>	Menjivar	Airports: leaded aviation gasoline.		03/06/2024 - Set for hearing April 9.	02/21/2024 - Senate TRANS.	Board Approval 3/6/2024	Support	Medium	Other
<a href="#">SB 1204</a>	Archuleta	Planning and Zoning Law: electric vehicle charging stations.		02/29/2024 - Referred to Com. on RLS.	02/15/2024 - Senate RLS.	Spot Bill		Low	Other

Bill #	Author	Subject	Last Amended	Last Status - As of 3/25/2024	Location	Notes	Position	Priority (Low/Medium/High)	Category
<a href="#">SB 1221</a>	Min	Gas corporations: gas distribution infrastructure: zero-emission alternatives.	3/18/2024	03/18/2024 - From committee with author's amendments. Read second time and amended. Re-referred to Com. on RLS.	02/15/2024 - Senate RLS.			Low	Other
<a href="#">SB 1232</a>	Grove	Organic waste: collection requirements: exemption.	3/18/2024	03/18/2024 - From committee with author's amendments. Read second time and amended. Re-referred to Com. on E.Q.	02/29/2024 - Senate E.Q.			Low	Other
<a href="#">SB 1298</a>	Cortese	Certification of thermal powerplants: data centers.		02/29/2024 - Referred to Com. on E., U. & C.	02/29/2024 - Senate E. U., & C.		Propose Oppose	Medium	Other
<a href="#">SB 1308</a>	Gonzalez	Ozone: indoor air cleaning devices.	3/18/2024	03/18/2024 - From committee with author's amendments. Read second time and amended. Re-referred to Com. on E.Q.	02/29/2024 - Senate E.Q.			Low	Other
<a href="#">SB 1426</a>	Blakespear	Waste reduction: undiverted materials.	3/18/2024	03/18/2024 - From committee with author's amendments. Read second time and amended. Re-referred to Com. on RLS.	02/16/2024 - Senate RLS.			Low	Other
<a href="#">SB 1505</a>	Stern	Aircraft registration.		03/06/2024 - Set for hearing April 9.	02/29/2024 - Senate TRANS.			Low	Other
<a href="#">SB 1510</a>	Stern	Permitting: electric vehicle charging.		02/29/2024 - Referred to Com. on RLS.	02/16/2024 - Senate RLS.	Intent Bill		Low	Other
<a href="#">AB 6</a>	Friedman	Transportation planning: regional transportation plans: Solutions for Congested Corridors Program: reduction of greenhouse gas emissions.	3/16/2023	07/14/2023 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was TRANS. on 6/14/2023)(May be acted upon Jan 2024)	07/14/2023 - Senate 2 YEAR			Low	Transportation
<a href="#">AB 99</a>	Connolly	Department of Transportation: state roads and highways: integrated pest management.	7/13/2023	09/01/2023 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/14/2023)(May be acted upon Jan 2024)	09/01/2023 - Senate 2 YEAR			Low	Transportation
<a href="#">AB 1774</a>	Dixon	Vehicles: electric bicycles.		01/16/2024 - Referred to Com. on TRANS.	01/16/2024 - Assembly TRANS.			Low	Transportation
<a href="#">AB 1778</a>	Connolly	Vehicles: electric bicycles.	3/6/2024	03/07/2024 - Re-referred to Com. on TRANS.	01/16/2024 - Assembly TRANS.			Low	Transportation
<a href="#">AB 1837</a>	Papan	San Francisco Bay area: public transit: Regional Network Management Council.	3/21/2024	03/21/2024 - Referred to Com. on TRANS. From committee chair, with author's amendments: Amend, and re-refer to Com. on TRANS. Read second time and amended.	03/21/2024 - Assembly TRANS.			Low	Transportation
<a href="#">AB 1953</a>	Villapudua	Vehicles: weight limits.		02/12/2024 - Referred to Com. on TRANS.	02/12/2024 - Assembly TRANS.			Low	Transportation
<a href="#">AB 2029</a>	Jackson	Electric vehicle charging stations study.	3/11/2024	03/19/2024 - From committee: Do pass and re-refer to Com. on U. & E. (Ayes 13, Noes 0.) (March 19). Re-referred to Com. on U. & E.	03/19/2024 - Assembly U. & E.			Low	Transportation
<a href="#">AB 2147</a>	Mathis	Clean Transportation Program: hydrogen-fueling stations: report: job creation and workforce development.		02/26/2024 - Referred to Com. on TRANS.	02/26/2024 - Assembly TRANS.			Low	Transportation
<a href="#">AB 2234</a>	Boerner	Vehicles: electric bicycles.		02/26/2024 - Referred to Com. on TRANS.	02/26/2024 - Assembly TRANS.			Low	Transportation
<a href="#">AB 2290</a>	Friedman	Transportation: Class III bikeways: bicycle facilities: Bikeway Quick-Build Project Pilot Program.		02/26/2024 - Referred to Com. on TRANS.	02/26/2024 - Assembly TRANS.			Low	Transportation
<a href="#">AB 2325</a>	Lee	San Francisco Bay Area Rapid Transit District: officers: designation and appointment.		02/26/2024 - Referred to Com. on L. GOV.	02/26/2024 - Assembly L. GOV.			Low	Transportation
<a href="#">AB 2427</a>	McCarty	Electric vehicle charging stations: permitting: curbside charging.		03/04/2024 - Referred to Coms. on L. GOV. and TRANS.	03/04/2024 - Assembly L. GOV.			Low	Transportation
<a href="#">AB 2448</a>	Jackson	Electric Vehicle Economic Opportunity Zone: County of Riverside.		03/21/2024 - Referred to Com. on J., E.D., & E.	03/21/2024 - Assembly J., E.D. & E.			Low	Transportation
<a href="#">AB 2455</a>	Gabriel	Whistleblower protection: state and local government procedures.	3/21/2024	03/21/2024 - Referred to Coms. on JUD. and P.E. & R. From committee chair, with author's amendments: Amend, and re-refer to Com. on JUD. Read second time and amended.	03/21/2024 - Assembly JUD.			Low	Transportation
<a href="#">AB 2535</a>	Bonta	Trade Corridor Enhancement Program.		03/04/2024 - Referred to Coms. on TRANS. and NAT. RES.	03/04/2024 - Assembly TRANS.			Low	Transportation
<a href="#">AB 2559</a>	Petrie-Norris	Local planning: electric vehicle service equipment: permitting delays.	3/21/2024	03/21/2024 - Referred to Coms. on L. GOV. and J., E.D., & E. From committee chair, with author's amendments: Amend, and re-refer to Com. on L. GOV. Read second time and amended.	03/21/2024 - Assembly L. GOV.			Low	Transportation
<a href="#">AB 2678</a>	Wallis	Vehicles: high-occupancy vehicle lanes.	3/18/2024	03/19/2024 - Re-referred to Com. on TRANS.	03/04/2024 - Assembly TRANS.			Low	Transportation
<a href="#">AB 2697</a>	Irwin	Transportation electrification: electric vehicle charging infrastructure.	3/19/2024	03/20/2024 - Re-referred to Com. on TRANS.	03/11/2024 - Assembly TRANS.			Low	Transportation
<a href="#">AB 3219</a>	Sanchez	Advanced Clean Fleets Regulation: local governments.	3/11/2024	03/12/2024 - Re-referred to Com. on TRANS.	03/11/2024 - Assembly TRANS.			Low	Transportation
<a href="#">SB 532</a>	Wiener	San Francisco Bay area toll bridges: tolls: transit operating expenses.	6/29/2023	08/23/2023 - August 23 set for first hearing canceled at the request of author.	07/05/2023 - Assembly APPR.			Low	Transportation
<a href="#">SB 768</a>	Caballero	California Environmental Quality Act: State Air Resources Board: vehicle miles traveled: study.	1/11/2024	01/29/2024 - Read third time. Passed. (Ayes 34, Noes 4.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.	01/29/2024 - Assembly DESK	Board Approval 4/19/2023	Work with Author	Medium	Transportation
<a href="#">SB 926</a>	Wahab	Crimes: distribution of intimate images.	3/20/2024	03/21/2024 - Withdrawn from committee. Re-referred to Com. on RLS.	03/21/2024 - Senate RLS.			Low	Transportation
<a href="#">SB 1031</a>	Wiener	San Francisco Bay area: local revenue measure: transportation improvements.	3/18/2024	03/18/2024 - From committee with author's amendments. Read second time and amended. Re-referred to Com. on RLS.	02/06/2024 - Senate RLS.			Medium	Transportation
<a href="#">SB 1393</a>	Niello	Advanced Clean Fleets Regulation Appeals Advisory Committee.		03/08/2024 - Set for hearing April 3.	02/29/2024 - Senate E.Q.			Low	Transportation

Bill #	Author	Subject	Last Amended	Last Status - As of 3/25/2024	Location	Notes	Position	Priority (Low/Medium/High)	Category
<a href="#">AB 1951</a>	Fong, Vince	California Environmental Quality Act: exemption: roadside wildfire prevention projects.	3/21/2024	03/21/2024 - From committee chair, with author's amendments: Amend, and re-refer to Com. on NAT. RES. Read second time and amended.	02/12/2024 - Assembly NAT. RES.			Low	Wildfire/Smoke/PSPS
<a href="#">AB 2330</a>	Holden	Endangered species: authorized take: routine fuel management activities.		02/26/2024 - Referred to Com. on W., P., & W.	02/26/2024 - Assembly W.,P. & W.			Low	Wildfire/Smoke/PSPS
<a href="#">SB 310</a>	Dodd	Prescribed fire: civil liability: cultural burns.	6/28/2023	09/01/2023 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/23/2023)(May be acted upon Jan 2024)	09/01/2023 - Assembly 2 YEAR			Low	Wildfire/Smoke/PSPS
<a href="#">SB 945</a>	Alvarado-Gil	The Wildfire Smoke and Health Outcomes Data Act.	3/21/2024	03/21/2024 - Read second time and amended. Re-referred to Com. on E.Q.	03/21/2024 - Senate E.Q.			Low	Wildfire/Smoke/PSPS
<a href="#">SB 1176</a>	Niello	Wildfires: workgroup: toxic heavy metals.		03/01/2024 - Set for hearing April 9.	02/21/2024 - Senate N.R. & W.			Low	Wildfire/Smoke/PSPS
<b>Total Active Bills</b>								<b>Low:</b> 131 <b>Medium:</b> 15 <b>High:</b> 5	

**ASSEMBLY BILL**

**No. 2958**

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**Introduced by Assembly Member Calderon**

February 16, 2024

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An act to amend Section 39512.5 of the Health and Safety Code, relating to the State Air Resources Board.

LEGISLATIVE COUNSEL'S DIGEST

AB 2958, as introduced, Calderon. State Air Resources Board: board members: compensation.

Existing law establishes the State Air Resources Board consisting of 14 members with 12 members appointed by the Governor, with the consent of the Senate. Existing law provides that, of the 12 members appointed by the Governor, 6 of those members are to be from certain air quality management districts or air pollution control districts, as provided. In addition to the 14 members of the state board, existing law provides that 2 Members of the Legislature serve on the state board as ex officio, nonvoting members of the state board. Existing law provides that members appointed as members from the air districts serve on the state board without compensation. Existing law provides that the elected official members of the state board receive \$100 for each day, or a portion of that amount, but not to exceed \$1,000 in any month, attending meetings of the state board or its committees, or upon authorization of the state board while on official business of the state board (per diem amount).

This bill would repeal the prohibition on compensation of the members of the state board from air districts and would provide for the per diem amount for all members of the state board.



Vote: majority. Appropriation: no. Fiscal committee: yes.  
State-mandated local program: no.

*The people of the State of California do enact as follows:*

1 SECTION 1. Section 39512.5 of the Health and Safety Code  
2 is amended to read:  
3 39512.5. (a) With respect to the members appointed pursuant  
4 to subdivision (d) of Section 39510, those members shall ~~serve~~  
5 ~~without compensation but shall~~ be reimbursed for actual and  
6 necessary expenses incurred in the performance of their duties to  
7 the extent that reimbursement for expenses is not otherwise  
8 provided or payable by another public agency or agencies. Each  
9 ~~elected public official~~ member of the state board shall receive one  
10 hundred dollars (\$100) for each day, or portion ~~thereof~~, *of that*  
11 *amount*, but not to exceed one thousand dollars (\$1,000) in any  
12 month, attending meetings of the state board or committees ~~thereof~~,  
13 *of the state board*, or upon authorization of the state board while  
14 on official business of the state board.  
15 (b) Reimbursements made pursuant to subdivision (a) shall be  
16 made as follows:  
17 (1) A member appointed from a district that is specifically  
18 named in subdivision (d) of Section 39510 shall be reimbursed by  
19 the district from which the person qualified for membership.  
20 (2) The member appointed as a board member of a district that  
21 is not specifically named in subdivision (d) of Section 39510 shall  
22 be reimbursed by the state board.

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**Introduced by Senator Cortese**February 15, 2024

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An act to amend Section 25541 of the Public Resources Code, relating to energy.

## LEGISLATIVE COUNSEL'S DIGEST

SB 1298, as introduced, Cortese. Certification of thermal powerplants: data centers.

Existing law vests the State Energy Resources Conservation and Development Commission with the exclusive power to certify all locations on which an electrical transmission line or thermal powerplant is constructed, or is proposed to be constructed, and related electrical transmission lines or thermal powerplants. Existing law authorizes the commission to exempt from certification a thermal powerplant with a generating capacity of up to 100 megawatts, and modifications to existing generating facilities that do not add capacity in excess of 100 megawatts, if the commission finds that no substantial adverse impact on the environment or energy resources will result from the construction or operation of the proposed facility or from the modifications.

This bill would additionally authorize the commission to exempt from certification a thermal powerplant with a generating capacity of up to 200 megawatts that is used solely as an emergency backup generating facility for a data center and that is not interconnected with the electrical transmission grid for purposes of exporting electricity, if the commission finds that no substantial adverse impact on the environment or energy resources will result from the construction or operation of the proposed data center.

Vote: majority. Appropriation: no. Fiscal committee: yes.  
State-mandated local program: no.

*The people of the State of California do enact as follows:*

1 SECTION 1. Section 25541 of the Public Resources Code is  
2 amended to read:  
3 25541. The commission may exempt from this chapter ~~thermal~~  
4 *both of the following:*  
5 (a) *Thermal powerplants with a generating capacity of up to*  
6 *100 megawatts and modifications to existing generating facilities*  
7 *that do not add capacity in excess of 100 megawatts, if the*  
8 *commission finds that no substantial adverse impact on the*  
9 *environment or energy resources will result from the construction*  
10 *or operation of the proposed facility or from the modifications.*  
11 (b) *Thermal powerplants with a generating capacity of up to*  
12 *200 megawatts that are used solely as emergency backup*  
13 *generating facilities for a data center and that are not*  
14 *interconnected with the electrical transmission grid for purposes*  
15 *of exporting electricity, if the commission finds that no substantial*  
16 *adverse impact on the environment or energy resources will result*  
17 *from the construction or operation of the proposed data center.*

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**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: April 3, 2024

Re: Air District Board Member Compensation Policy Discussion

RECOMMENDED ACTION

- Approve the Air District's participation in AB 2522 (Carrillo), to provide amendments to that bill that would align the Air District's board member compensation provisions in the Health and Safety Code with the bill's proposed amendments to the South Coast Air Quality Management District's board member compensation provisions.
- Direct staff to initiate a review of the Air District's Administrative Code provisions on Board Member compensation to evaluate equity considerations with respect to how Board members are compensated for their service on the Board of Directors.

BACKGROUND

At the Board of Directors meeting on March 6, 2024, the Board discussed *AB 2522 (Carrillo) - South Coast Air Quality Management District: district board: compensation*, and gave staff direction to bring the discussion of the bill and possibly an alternative action back to the next Policy, Grants, and Technology Committee (Committee) meeting. The Committee was given direction to discuss and offer a recommendation to the Board, if any, whether the Air District should consider providing amendments to South Coast AQMD for inclusion in AB 2522 which would amend the Air District's current HSC section 40227 to address the Air District Board Member compensation policy. The Committee discussed this item at their meeting on March 20, 2024, and the above noted "Recommended Action" was voted on by the Committee.

AB 2522 is in the process of being amended to expand the bill from being a South Coast AQMD specific bill to include other air districts in California, should they wish to be included in the bill.

For reference, the Air District's HSC section 40227 states the following:

- (a) Each member of the bay district board shall receive actual and necessary expenses incurred in the performance of board duties.
- (b) Each member of the bay district board may receive compensation, to be determined by the bay district board subject to subdivision (c), for any of the following:
  - (1) Attending a meeting of the bay district board or a committee of the bay district board.
  - (2) Attending a meeting, upon authorization of the bay district board, while on official business of the bay district.
  - (3) Active transportation travel to a meeting described in paragraph (1) or (2).
- (c) (1) The compensation provided for attending a meeting pursuant to paragraph (1) or (2) of subdivision (b) shall not exceed one hundred dollars (\$100) for each meeting and shall not exceed two hundred dollars (\$200) per day.
  - (2) The compensation provided for active transportation travel pursuant to paragraph (3) of subdivision (b) may be calculated on a per mile basis or at a fixed daily, weekly, monthly, or annual rate, and may consider benefits to using active transportation travel, including, but not limited to, reduced traffic, improved health outcomes, and reduced air pollution.
  - (3) The compensation provided pursuant to subdivision (b) shall not exceed six thousand dollars (\$6,000) in any one year.
- (d) Compensation pursuant to this section shall be fixed by ordinance. Any change to this ordinance shall be adopted at an open regular meeting of the bay district board.
- (e) For the purposes of this section, “active transportation travel” means walking, bicycling, and other forms of transportation that the bay district board has found reduce traffic, improve health outcomes, and reduce air pollution.  
*(Amended by Stats. 2022, Ch. 501, Sec. 1. (AB 2721) Effective January 1, 2023.)*

## DISCUSSION

The Committee recommends that the Air District seek to align the Air District's Board Member compensation provisions in HSC section 40227 with the proposed South Coast AQMD Board Member compensation provisions as laid out in AB 2522. This would be done by providing language to amend the Air District's HSC section 40227 to be included in AB 2522. Through separate Board action, were the bill to be signed into law, the Administrative Code could state that the compensation policy is to be determined by the Air District's Board, up to a maximum amount that is established in the amended HSC section 40227.

Currently, Air District Board Members receive \$100 per meeting, up to \$200 per day, not to exceed \$6,000 in any one year. If the Air District Board approves the Air District's participation in AB 2522 and aligns with the South Coast AQMD Board Member compensation provisions in the proposed bill, amendments would be made to the Air District HSC section 40227 to include language for a monthly cap of \$2,000 and an update to the annual cap of \$24,000 per year, subject to the Air District's Administrative Code.

Draft language for potential amendments to Air District HSC section 40227 is attached.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Unknown at this time. Potential future financial impacts are dependent on the passage of AB 2522 and subsequent amendments to the Air District Administrative Code to be determined by the Board.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Alan Abbs  
Reviewed by: Viet Tran

ATTACHMENTS:

- 1. HSC 40227 - Proposed Amendments

**HEALTH AND SAFETY CODE - HSC**

**DIVISION 26. AIR RESOURCES [39000 - 44475.3]**

( Division 26 repealed and added by Stats. 1975, Ch. 957. )

**PART 3. AIR POLLUTION CONTROL DISTRICTS [40000 - 41357]**

( Part 3 added by Stats. 1975, Ch. 957. )

**CHAPTER 4. Bay Area Air Quality Management District [40200 - 40276]**

( Heading of Chapter 4 amended by Stats. 1978, Ch. 1025. )

**ARTICLE 3. Governing Body [40220 - 40234]**

( Article 3 added by Stats. 1975, Ch. 957. )

**40227.**

(a) Each member of the bay district board ~~shall receive~~ is entitled to reimbursement for actual and necessary expenses incurred in the performance of board duties.

(b) Each member of the bay district board may receive compensation, to be determined by the bay district board subject to subdivision (c), for any of the following:

(1) Attending a meeting of the bay district board or a committee of the bay district board.

(2) Attending a meeting, upon authorization of the bay district board or a committee of the bay district board with delegated authority to provide authorization on behalf of the bay district board, while on official business of the bay district.

(3) Active transportation travel to a meeting described in paragraph (1) or (2).

(c) (1) The compensation provided for attending ~~a meeting~~ meetings pursuant to paragraph (1) or (2) of subdivision (b) ~~shall not exceed one hundred dollars (\$100) for each meeting and~~ shall not exceed two hundred dollars (\$200) per day and shall not exceed two thousand dollars (\$2,000) per month.

(2) The compensation provided for active transportation travel pursuant to paragraph (3) of subdivision (b) may be calculated on a ~~per-per~~ per-mile basis or at a fixed daily, weekly, monthly, or annual rate, and may consider benefits to using active transportation travel, including, but not limited to, reduced traffic, improved health outcomes, and reduced air pollution.

(3) The compensation provided pursuant to subdivision (b) shall not exceed ~~six~~ sixty-four thousand dollars (\$~~6~~24,000) in any one year.

(4) The compensation of each member of the bay district board may be increased above the amounts provided in this section by the bay district board, but the amount of the increase shall not exceed the greater of either of the following:

(A) An amount equal to 5 percent for each year that has passed since the operative date of the last adjustment of the compensation.

(B) Beginning January 1, 2025, an amount equal to the change in consumer prices since [date] as determined by the California Consumer Price Index as compiled and reported by the Department of Industrial Relations, but in no event exceeding 10 percent per year.

(d) Compensation pursuant to this section shall be fixed by ordinance. Any change to this ordinance shall be adopted at an open regular meeting of the bay district board.

(e) For the purposes of this section, “active transportation travel” means walking, bicycling, and other forms of transportation that the bay district board has found reduce traffic, improve health outcomes, and reduce air pollution.

*(Amended by Stats. 2022, Ch. 501, Sec. 1. (AB 2721) Effective January 1, 2023.)*



**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: April 3, 2024

Re: Updates to the Air District’s Incident Response Program

RECOMMENDED ACTION

Approve the Incident Response, Coordination and Communications Framework (Attachment 1) and approve the proposed Refinery Corridor Particulate Monitoring Program using funding from budget reserves that were designated for enhanced incident response in the Fiscal Year Ending 2024 Board approved budget.

BACKGROUND

In early 2023, the Board of Directors (Board) set up an ad hoc committee to discuss the Air District’s response to incidents. The ad hoc committee met four times during 2023 to learn more about current Air District actions during and after incidents and discuss options to improve the agency’s incident response program. The ad hoc committee provided guidance on strengthening the Air District incident response program, focusing on improving coordination, communication, and air monitoring. The Board will receive an update on the recommendations from the ad hoc committee for an improved incident response program.

DISCUSSION

The updates to the incident response program being proposed for Board approval include actions to:

- Improve internal and external coordination.
- Increase communication and transparency by providing more information to a wider audience more quickly.
- Implement near-term air monitoring efforts to collect additional data during incidents, including community-partnered particulate monitoring programs in the refinery corridor.

The Refinery Corridor Particulate Monitoring Program includes:

- A particulate deposition network focused on the refinery corridor and operated by a District contractor, which would collect particle samples throughout the year. If there is an incident, these samples would be analyzed for chemical and physical characteristics.
- Community-conducted sampling to empower refinery communities to develop and implement particulate sampling, including compensation and an online air pollution log for community members to record observations.

These new air monitoring projects will be supported by a new refinery corridor community air monitoring workgroup and coordinated with other agencies and partners with incident response roles. There is an existing contract with the Bay Air Center which is consistent with these projects and a new task order can be executed to get these incident air monitoring efforts started, utilizing the reserves that were set aside for enhanced incident response through the Board approval of the FYE 2024 budget. The contract will need to be amended to continue the full scope of the proposed work, which will be brought to the Board for approval.

#### BUDGET CONSIDERATION/FINANCIAL IMPACT

The proposed incident response program actions will be funded through utilizing the \$1 million that were set aside in General Reserves and through the approved FYE 2024 budget. Future costs for the incident response program including the Bay Air Center contract will be included annually in the proposed budgets.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Kate Hoag, Ranyee Chiang  
Reviewed by: Greg Nudd, Meredith Bauer

#### ATTACHMENTS:

1. Attachment 1 - Incident Response, Coordination and Communications Framework

# Bay Area Air Quality Management District

## Incident Response, Coordination and Communications Framework

### Background

Incidents occurring at refineries, chemical processing facilities and or other industrial facilities and sites have the potential for causing unexpected air quality events that can have a direct impact on communities and public health, and it is essential to have a standard operating protocol in place to respond to these events. The Air District is currently updating the Incident Response Policy to reflect the shared roles and responsibilities across the agency to respond to incidents in a timely, coordinated manner and ensure Bay Area citizens, communities and stakeholders are informed and have access to the most current air quality and health information. The purpose of this document is to provide an overview of the Air District's response, coordination and communications framework and a summary of the operating protocol in the event of an air quality incident.

### Authority, Roles, and Responsibilities

As provided by various State laws, emergency response agencies such as the California Highway Patrol, Sheriff, local police and fire departments, have the primary responsibility for on-scene management during an incident as first responders. While the Air District is tasked with regulating stationary sources of air pollution in the nine Bay Area counties (Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara, Marin, Napa, southwestern Sonoma, and southern Solano), the Air District is not an emergency response agency and staff are not trained as first responders.

County agencies play an important role in incident discovery and response. Counties can maintain alert systems, which can aid in early identification and communication of an incident. County Public Health Officials have primary responsibility for evaluating the public health impacts and issuing notifications on appropriate action. City governments receive information from the County and the Air District to provide updates to their constituents. City Managers and their designated Deputies and/or Public Information Officers have primary responsibility for receiving and proliferating notifications on the actions taken by the County and the Air District.

The Air District's primary role during an incident is to support first responder agencies such as county hazardous material units and environmental health departments and enforce air quality regulations by providing resources and expertise for compliance investigations and air monitoring (e.g., sampling, laboratory analyses, and analyses of available data when relevant). Equally important is the role to communicate the scope of the incident and air pollution impacts efficiently and effectively to Bay Area citizens, communities, and media outlets and coordinate with local agencies and partners to achieve consistent and timely messaging and air quality updates to the public.

## Incident Definition

The Air District defines an incident as a “non-routine release of an air contaminant that may cause adverse health consequences to the public or to emergency personnel responding to the release, or that may cause a public nuisance or off-site environmental damage.”

Unplanned incidents at sites/facilities can occur at any time. Some examples of causes include process upsets and malfunctions at refineries, chemical plants or other industrial plants, fires and chemical spills and releases. Incidents at refineries can also lead to flaring that has the potential to greatly impact surrounding communities. Depending on the facility type and sources involved, and its proximity to communities, the emissions impact can vary from one incident to another.

## Incident Response, Coordination and Communications

Cross-divisional coordination and communication is key to helping Air District management make timely decisions on staffing and resources needed to adequately respond to an incident. An internal coordination and communications protocol is activated when an incident occurs and regular updates regarding Air District operations, status of the incident, emissions and community impact are provided to management and the Executive Office. Attachment 1 highlights a general response, coordination and communications framework when incidents occur.

### Incident Discovery

The Compliance & Enforcement (C&E) Division is often the first to become aware of a major incident. C&E may discover air quality incidents in several ways as they are front-line staff in the community and have direct channels of communication with the sites/facilities they inspect. They may receive a direct notification from the site/facility, an alert from the county (e.g., Contra Costa Community Warning System (CWS)) or other emergency response agencies, or receive complaints reported by community members through the Air Quality Complaint Program. Occasionally, C&E may be made aware of incidents through news outlets and social media posts, or through direct observations by field staff.

Following the discovery of an incident, C&E's coordination and communications with the Meteorology and Measurement (M&M) Division, the Communications Office, the Public Health Officer, and the Executive Office are essential to effectively determine what resources are necessary (e.g., air monitoring, data analyses, air sampling etc.) to respond to the incident, and ensure timely communications to the public and especially communities impacted by the incident.

### Field Response and Initial Assessment of the Incident

Upon discovery of an incident occurring, C&E staff will promptly assess the situation and its magnitude of impact. Staff will call the site/facility to obtain a status update on the incident and gather preliminary information on the cause, operational status of the facility, and onsite and offsite air quality impacts. Staff will also determine whether first responders and local agencies have been notified and whether the incident is under control.

To ensure the safety of all personnel involved, decisions are made to allow first responders and site/facility operators to achieve control of the incident and maintain stable operating conditions before any Air District onsite investigation begins at the site/facility. Onsite investigations may occur the next day following the occurrence of the incident, or as soon as it is deemed safe to proceed onsite at a time that does not disrupt first responders and operators from mitigating and gaining control of the situation.

During the incident, C&E staff will systematically gather information by conducting a comprehensive visual inspection and document all evidence of air quality violations. This includes documenting offsite visible emissions, taking detailed photographs and videos of the impact, and noting any discernible odors. Staff also actively monitor air quality complaints received by the community and respond promptly to address concerns. They maintain open communication with the site/facility representative, first responders and local agencies to ensure they can conduct their investigation safely and obtain regular updates from the responding agencies that may aid in the investigation. In major incidents, a central command center may be set up by first responders and local authorities where information is shared across multiple agencies.

Staff will relay updates and provide Air District management and leadership with timely reports summarizing the findings of the ongoing onsite/offsite investigation, community complaints, and evidence of violations. Based on the preliminary findings, scope and magnitude of impact, Air District management may allocate additional resources as necessary and provide further direction to staff.

### Air Monitoring and Other Technical Analyses

In addition to C&E field investigation efforts, the M&M Division provides support and resources to better understand air quality impacts during the incident. This may include conducting data analyses, providing forecasting and meteorology, and deploying air monitoring resources to analyze offsite ambient air pollutant concentrations during an ongoing incident. The initiation and mobilization of enhanced air monitoring, sampling, and lab analyses are determined on an incident-by-incident basis. Additional resources may be allocated to assist with the data assessment and evaluation post incident.

The C&E and M&M Divisions may also coordinate with local agencies such as fire departments, cities and counties and other enforcement agencies to gather additional evidence and incident information such as, but not limited to, air sampling results, post-response investigation reports, and documentation of community impacts.

### Communications and Public Messaging

It is essential to maintain open channels of communication across the Air District and with relevant external agencies such as the County Public Health Officer during and post incident to ensure the Bay Area citizens and impacted communities are well-informed. A standard cross-divisional coordination and communications protocol aims to achieve timely public messaging about air quality and health impacts. The Communications Office is responsible for working with external agencies and the Air District Health Public Health Officer to develop public health messaging, noting that local County Health Departments have the primary responsibility to assess and communicate public health impacts. The Communications Office also coordinates with the C&E Division to provide updates on the incident on the Air District's website and through media, social media, text, and email alerts. Depending on the incident, the Air District may defer to local County Health Departments for public health advisories and other announcements.

Typical information flow across the Air District during incidents will start with the C&E Division based on the initial field assessment, investigation, and findings. Information is shared with the M&M and Communications Divisions, the Health Officer, and the Executive Office, but may also include other divisions depending on the scope and nature of the incident and impact to surrounding communities. The Executive Office will provide updates to the Board of Directors and elected officials as needed and Air District management will be responsible for directing staff to coordinate with local agencies and partners when necessary.

### Post Incident Coordination and Actions

After the Air District responds to and investigates an incident, C&E staff will typically generate an incident report within 24 hours of the event. The incident report is made available on the Air District website and sent to the Communications Office for press releases, public notices and posting to social media accounts. The investigation findings may also be shared with other public agencies and community partners, as needed. If new information becomes available through the Air District's investigation, such as the issuance of a Notice of Violation or if new air monitoring or lab results become available, the incident report is updated and provided to the Communications Office.

The Air District will issue a Notice of Violation upon discovery that an air quality rule or regulation was violated. Notices of Violations may be issued to a site/facility and or other enforcement action(s) may be taken in consultation with the Air District Legal Office following an incident, however depending on the nature of the investigation and severity of the incident, the issuance of violations may occasionally occur later, following the completion of a comprehensive investigation and or coordination with other enforcement agencies.

### Staff Safety and Training

Air District staff must conduct themselves in accordance with the Air District Safety Policy which promotes a safe work environment that will allow employees to perform their work without fear of possible harm to their lives and/or health. The Air District will continue to provide Incident Response training and safety training to all staff involved in responding to incidents to ensure a clear and consistent understanding of roles, responsibilities and operating protocol.

# Attachment 1. Air District Incident Response, Coordination and Communications Flow Chart

