



BAY AREA  
AIR QUALITY  
MANAGEMENT  
DISTRICT

BOARD OF DIRECTORS  
MEETING  
NOVEMBER 3, 2021

**THIS MEETING WILL BE CONDUCTED UNDER PROCEDURES AUTHORIZED BY  
ASSEMBLY BILL 361**

- **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)**

- **THE PUBLIC MAY PARTICIPATE REMOTELY VIA ZOOM AT THE  
FOLLOWING LINK OR BY PHONE**

**<https://bayareametro.zoom.us/j/88180735047>**

**(408) 638-0968 or (669) 900-6833**

**WEBINAR ID: 881 8073 5047**

- **THOSE PARTICIPATING BY PHONE WHO WOULD LIKE TO MAKE A  
COMMENT CAN USE THE "RAISE HAND" FEATURE BY DIALING "\*\*9". IN  
ORDER TO RECEIVE THE FULL ZOOM EXPERIENCE, PLEASE MAKE SURE  
YOUR APPLICATION IS UP TO DATE**

# BOARD OF DIRECTORS MEETING AGENDA

WEDNESDAY  
NOVEMBER 3, 2021  
9:30 A.M.

Chairperson, Cindy Chavez

1. **CALL TO ORDER - ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**PUBLIC MEETING PROCEDURE**

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

*This meeting will be webcast. To see the webcast, please visit [www.baaqmd.gov/bodagendas](http://www.baaqmd.gov/bodagendas) at the time of the meeting. Closed captioning may contain errors and omissions and are not certified for their content or form.*

***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 matters on the agenda for the meeting, will have three minutes each to address the Board. No speaker who has already spoken on that item will be entitled to speak to that item again.*

**CONSENT CALENDAR (ITEMS 2-14)**

2. Continuation of Remote Teleconferencing per Assembly Bill (AB) 361 (Rivas)

**J. Broadbent/5052**  
[jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)

*The Board of Directors will consider approving Resolution No. 2021-15 reauthorizing Air District Board and Committee meetings remote teleconferencing through December 6, 2021.*

3. Minutes of the Board of Directors Special Meeting of October 20, 2021

**Clerk of the Boards/5073**

*The Board of Directors will consider approving the draft minutes of the Board of Directors Special Meeting of October 20, 2021.*

4. Board Communications Received from October 20, 2021, through November 2, 2021

**J. Broadbent/5052**  
[jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)

*A copy of communications directed to the Board of Directors received by the Air District from October 20, 2021, through November 2, 2021, if any, will be distributed to the Board Members by way of email.*

5. Notices of Violations Issued and Settlements in Excess of \$10,000 in the Month of September 2021

**J. Broadbent/5052**

[jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)

*In accordance with Resolution No. 2012-08, the Board of Directors will receive a list of all Notices of Violations issued, and all settlements for amounts in excess of \$10,000 during the month of September 2021.*

6. Authorization to Approve Grant Awards for Fiscal Years (FY) 2021/2022, James Cary Smith Community Grant Program

**J. Broadbent/5052**

[jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)

*The Board of Directors will consider approving proposed grant awards for FY2021/2022, James Cary Smith Community Grant Program and authorize the Executive Officer/APCO to execute grant agreements for the recommended projects, in an amount not to exceed \$773,801.00.*

7. Authorization to Execute a Contract Amendment with Kearns & West, Inc.

**J. Broadbent/5052**

[jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)

*The Board of Directors will consider authorizing the Executive Officer/APCO to amend the contract with Kearns & West, Inc. to include an additional amount not to exceed \$45,590 for meeting facilitation services to support the convening of the Bay Area Electric Vehicle Council.*

8. Authorization to Execute a Contract Amendment with Van Dermyden Makus Law Corporation

**J. Broadbent/5052**

[jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)

*The Board of Directors will consider authorizing the Executive Officer/APCO to amend the contract with Van Dermyden Makus Law Corporation increasing the maximum dollar amount of the contract from \$95,000 to \$250,000 for legal services related to workplace investigations.*

9. Authorization to Execute a Contract Amendment with West Oakland Environmental Indicators Project

**V. Eady/4646**

[veady@baaqmd.gov](mailto:veady@baaqmd.gov)

*The Board of Directors will consider authorizing the Executive Officer/APCO to amend a Master Service Agreement (MSA) with the West Oakland Environmental Indicators Project (WOEIP) in an amount not to exceed \$100,000, for one year to support the Co-Leads partnership and to provide Community Steering Committee and outreach support for Assembly Bill (AB) 617 West Oakland Community Action Plan implementation.*

10. Authorization to Execute Contracts with RBA Creative LLC and Beth Altshuler Munoz Consulting

*Recommend the Board of Directors authorize the Executive Officer/APCO to execute a Professional Services Contract with RBA Creative LLC in an amount not to exceed \$106,500 and authorize the Executive Officer/APCO to execute a Professional Services Contract with Beth Altshuler Munoz Consulting, in an amount not to exceed \$83,500 for Assembly Bill (AB) 617 West Oakland Community Action Plan.*

11. Stationary Source and Climate Impacts Committee Meeting  
CO-CHAIRS: J. Bauters and K. Mitchoff

J. Broadbent/5052  
[jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)

- 11.1 **ACTION REQUESTED:** Receive Committee Chair Summary Report of October 18, 2021

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

- 11.2 Report of the Stationary Source and Climate Impacts Committee Meeting of October 18, 2021

12. Richmond Area Community Emissions Reduction Plan Steering Committee Meeting  
CO-CHAIRS: Alfredo Angulo and Y'Anad Burrell

V. Eady/4646  
[veady@baaqmd.gov](mailto:veady@baaqmd.gov)

- 12.1 **ACTION REQUESTED:** Receive Committee Chair Summary Report of October 18, 2021

For the full Committee agenda packet and materials, click on the link below:  
<https://www.baaqmd.gov/community-health/community-health-protection-program>

- 12.2 Report of the Richmond Area Community Emissions Reduction Plan Steering Committee Meeting of October 18, 2021

13. Administration Committee Meeting  
CO-CHAIRS: C. Chavez and C. Groom

J. Broadbent/5052  
[jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)

- 13.1 **ACTION REQUESTED:** Receive Committee Chair Summary Report of October 20, 2021

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

- 13.2 Report of the Administration Committee Meeting of October 20, 2021

14. Advisory Council Meeting

BOARD LIAISON: D. Haubert

J. Broadbent/5052  
[jbroadbent@baaqmd.gov](mailto:jbroadbent@baaqmd.gov)

14.1 **ACTION REQUESTED:** Receive Committee Chair Summary Report of October 25, 2021

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

<https://www.baaqmd.gov/about-the-air-district/advisory-council/agendasreports>

14.2 Report of the Advisory Council Meeting of October 25, 2021

*The Council recommends Board of Directors approval of the following:*

A) **ACTION REQUESTED: Election of Officers**

- 1) *Elect Drs. Linda Rudolph and Gina Solomon to serve as Co-Chairpersons and Professor Michael Kleinman to serve as Vice Chairperson.*

**END OF CONSENT CALENDAR**

**PUBLIC HEARING**

15. Public Hearing to Consider Adoption of Proposed Amendments to Refinery Rules Definition

D. Breen/5041

[dbreen@baaqmd.gov](mailto:dbreen@baaqmd.gov)

*The Board of Directors will consider adopting proposed amendments to several regulations containing terms related to petroleum refineries.*

**END OF PUBLIC HEARING**

**PRESENTATION**

16. Assembly Bill (AB) 617 Community Emissions Reduction Plan Recommendation for East Oakland

V. Eady/4646

[veady@baaqmd.gov](mailto:veady@baaqmd.gov)

*Recommend the Board of Directors approve a recommendation to California Air Resources Board for the selection of East Oakland for an AB 617 Community Emissions Reduction Plan.*

**END OF PRESENTATION**

**PUBLIC COMMENT ON NON-AGENDA MATTERS**

17. **Public Comment on Non-Agenda Items, Pursuant to Government Code Section 54954.3**

*Members of the public who wish to speak on matters not on the agenda for the meeting, will have three minutes each to address the Board.*

## **BOARD MEMBERS' COMMENTS**

18. *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)*

## **OTHER BUSINESS**

19. Report of the Executive Officer/APCO

20. Chairperson's Report

21. Time and Place of Next Meeting:

*Wednesday, November 17, 2021, at 9:00 a.m., via webcast, pursuant to procedures authorized in accordance with Assembly Bill 361.*

22. 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, Terri Levels, at (415) 749-4667 or by email at [tlevels@baaqmd.gov](mailto:tlevels@baaqmd.gov).

# BAY AREA AIR QUALITY MANAGEMENT DISTRICT

375 BEALE STREET, SAN FRANCISCO, CA 94105

FOR QUESTIONS PLEASE CALL (415) 749-4941

## EXECUTIVE OFFICE:

## MONTHLY CALENDAR OF AIR DISTRICT MEETINGS

### NOVEMBER 2021

<u>TYPE OF MEETING</u>	<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>ROOM</u>
Board of Directors Meeting	Wednesday	3	9:30 a.m.	Webcast only pursuant to Assembly Bill 361
Board of Directors Community Equity, Health and Justice Committee	Thursday	4	9:30 a.m.	Webcast only pursuant to Assembly Bill 361
Advisory Council Meeting	Monday	8	8:30 a.m.	Webcast only pursuant to Assembly Bill 361
Board of Directors Stationary Source and Climate Impacts Committee	Monday	15	9:00 a.m.	Webcast only pursuant to Assembly Bill 361
Board of Directors Nominating Committee	Wednesday	17	8:30 a.m.	Webcast only pursuant to Assembly Bill 361
Board of Directors Special Meeting	Wednesday	17	9:00 a.m.	Webcast only pursuant to Assembly Bill 361
Board of Directors Administration Committee	Wednesday	17	11:00 a.m.	Webcast only pursuant to Assembly Bill 361
Board of Directors Legislative Committee - CANCELLED	Wednesday	17	1:00 p.m.	Webcast only pursuant to Assembly Bill 361
Board of Directors Mobile Source and Climate Impacts Committee – CANCELLED AND RESCHEDULED TO MONDAY, DECEMBER 6, 2021, AT 1:00PM	Thursday	25	9:30 a.m.	Webcast only pursuant to Assembly Bill 361



**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairperson Cindy Chavez and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: October 29, 2021

Re: Continuation of Remote Teleconferencing per Assembly Bill (AB) 361 (Rivas)

**RECOMMENDED ACTION**

The Board of Directors will consider approving Resolution No. 2021-15 reauthorizing Air District Board and Committee meetings remote teleconferencing through December 6, 2021.

**BACKGROUND**

*AB 361 (R. Rivas) – Open meetings: state and local agencies: teleconferences.*

Allows until January 1, 2024, a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act, when a legislative body of a local agency holds a meeting during a declared state of emergency, as that term is defined, when state or local health officials have imposed or recommended measures to promote social distancing, during a proclaimed state of emergency held for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees, and during a proclaimed state of emergency when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees, as provided. The law requires a resolution every 30 days to provide this flexibility.

**DISCUSSION**

When the COVID-19 pandemic started, local agency boards struggled to conduct their meetings in compliance with the Brown Act's public accessibility requirements while still abiding by stay-at-home orders. As a result, Governor Newsom signed several executive orders to grant local agencies the flexibility to meet remotely during the COVID-19 pandemic. The Governor's executive orders allowed public agencies to meet remotely and did not require physical public access to those meeting locations. Those executive orders expired on September 30, 2021. The State of Emergency Declaration of March 4, 2020, continues to remain in effect.

AB 361 provides additional flexibility for local agencies looking to meet remotely during a proclaimed state of emergency, however, the legislative body is required to consider and vote on this flexibility on a monthly basis. Excerpts of the bill amending Section 54593 of the Government Code provide the following guidance:

*(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:*

*(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.*

*(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.*

*(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.*

The following guidance on exercising this flexibility is also contained in the amended Section 54593 of the Government Code:

*(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:*

*(A) The legislative body has reconsidered the circumstances of the state of emergency.*

*(B) Any of the following circumstances exist:*

*(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.*

*(ii) State or local officials continue to impose or recommend measures to promote social distancing.*

*(4) For the purposes of this subdivision, “state of emergency” means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).*

*(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.*

#### BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Alan Abbs  
Reviewed by: Jack P. Broadbent

Attachment 2A: Draft Resolution of The Board of Directors of the Bay Area Air Quality Management District Proclaiming a Local Emergency Persists, Re-Ratifying the Proclamation of a State of Emergency by Governor Newsom on March 4, 2020, and Re-Authorizing Remote Teleconference Meetings of the Legislative Bodies of the Air District for the Period November 6, 2021 to December 6, 2021 Pursuant to Brown Act Provisions.

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**RESOLUTION NO. 2021-15**

**A Resolution of The Board of Directors of the Bay Area Air Quality Management District Proclaiming a Local Emergency Persists, Re-Ratifying the Proclamation of a State of Emergency by Governor Newsom on March 4, 2020, and Re-Authorizing Remote Teleconference Meetings of the Legislative Bodies of the Air District for the Period November 6, 2021 to December 6, 2021 Pursuant to Brown Act Provisions.**

WHEREAS, the Bay Area Air Quality Management District (District) is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the Board of Directors previously adopted a Resolution on October 6, 2021, finding that the requisite conditions exist for the legislative bodies of District to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, emergency conditions persist in the District, specifically, the Covid-19 state of emergency remains active and the Governor's Covid-19 Emergency Proclamation of March 4, 2020 remains in effect; and

WHEREAS, social distancing has been ordered by state and local public health authorities due to the imminent health and safety risks of in person contacts and meetings during the COVID-19 emergency; and

WHEREAS, the Board of Directors recognizes the social distancing orders of state and local public health authorities, and hereby finds that the state of emergency related to Covid-19, and the risk of contagion of Covid-19 for attendees at in-person meetings has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District; and

WHEREAS, the Board of Directors desires to affirm a local emergency exists, re-ratify the proclamation of state of emergency by the Governor of March 4, 2020, and re-ratify the state and local orders of public health authorities for social distancing; and

WHEREAS, as a consequence of the local emergency persisting, the Board of Directors does hereby find that the legislative bodies of District shall continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the District is publicizing in its meeting agendas zoom links for members of the public to participate remotely in meetings of the District's legislative bodies.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Persists. The Board of Directors hereby considers the conditions of the state of emergency related to Covid-19 in the District, proclaims that a local emergency persists throughout the District, recognizes that social distancing orders have been issued by state and local public health authorities, and finds that in person meetings would present imminent risks to the health and safety of attendees.

Section 3. Re-ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Meetings. The Staff and legislative bodies of District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of

this Resolution including, continuing to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) December 6, 2021, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

The foregoing resolution was duly regularly introduced, passed, and adopted at a regular meeting of the Board of Directors of the Bay Area Air Quality Management District on the motion of \_\_\_\_\_, seconded by \_\_\_\_\_, on the \_\_\_\_ day of NOVEMBER 3, 2021, by the following vote of the Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

---

Cindy Chavez  
Chair of the Board of Directors

---

John J. Bauters  
Secretary of the Board of Directors

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Cindy Chavez and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: October 29, 2021

Re: Minutes of the Board of Directors Special Meeting of October 20, 2021

RECOMMENDED ACTION

Approve the attached draft minutes of Board of Directors Special Meeting of October 20, 2021.

DISCUSSION

Attached for your review and approval are the draft minutes of the Board of Directors Special Meeting of October 20, 2021.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Marcy Hiratzka  
Reviewed by: Vanessa Johnson

Attachment 3A: Draft Minutes of the Board of Directors Special Meeting of October 20, 2021

## AGENDA: 3A – ATTACHMENT

Draft Minutes - Board of Directors Special Meeting of October 20, 2021

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

Board of Directors Special Meeting  
Wednesday, October 20, 2021

### **DRAFT MINUTES**

*Note: Audio recordings of the meeting are available on the website of the Bay Area Air Quality Management District at [www.baaqmd.gov/bodagendas](http://www.baaqmd.gov/bodagendas)*

**This meeting was conducted under procedures in accordance with Assembly Bill 361. Members of the Board of Directors participated by teleconference.**

### **CALL TO ORDER**

1. **Opening Comments:** Board of Directors (Board) Chairperson, Cindy Chavez, called the meeting to order at 9:00 a.m.

#### **Roll Call:**

Present: Chairperson Cindy Chavez; Vice Chairperson Karen Mitchoff; Secretary John Bauters; and Directors Margaret Abe-Koga, Teresa Barrett, David Canepa, Rich Constantine, Pauline Russo Cutter, John Gioia, Carole Groom, Erin Hannigan, David Haubert, Lynda Hopkins, David Hudson, Davina Hurt, Tyrone Jue, Myrna Melgar, Nate Miley, Rob Rennie, Katie Rice, Mark Ross, Brad Wagenknecht, Shamann Walton.

Absent: Director Lori Wilson.

### **CONSENT CALENDAR (ITEMS 2 – 8)**

- a) Minutes of the Board of Directors Regular Meeting of October 6, 2021
- b) Board Communications Received from October 6, 2021, through October 19, 2021
- c) Air District Personnel on Out-of-State Business Travel
- d) Authorization to Enter into Master Services Agreement for Language Translation Services
- e) Stationary Source and Climate Impacts Committee Meeting
- 6.1 Receive Committee Chair Summary Report of September 27, 2021
- 6.2 Report of the Stationary Source and Climate Impacts Committee Meeting of September 27, 2021
7. Legislative Committee Meeting
- 7.1 Receive Committee Chair Summary Report of October 6, 2021
- 7.2 Report of the Legislative Committee Meeting of October 6, 2021
8. Community Equity, Health and Justice Committee Meeting



- 8.1 Receive Committee Chair Summary Report of October 7, 2021
- 8.2 Report of the Community Equity, Health and Justice Committee Meeting of October 7, 2021

NOTED PRESENT: Director Haubert was noted present at 9:07 a.m.

Public Comments

No requests received.

Board Comments

Chair Chavez requested the following changes be made to Item 17 of the October 6, 2021 Board of Directors Minutes:

- g) ~~Legislative-Mobile Source~~ Committee will consider ~~a staff's proposed plan~~ on how to educate local governments ~~on~~ this issue, and there is to be a discussion of the impacts on AB 617 and other committee work that is going forward (added by Chair Chavez);
- h) ~~Consider-Mobile Source~~ Committee will consider how to support efforts by local airports and airlines to commission their own studies and how the Air District might provide assistance with those efforts (added by Chair Chavez); and

Board Action

Director Cutter made a motion, seconded by Director Wagenknecht, to **approve** the Consent Calendar Items 2 through 8, inclusive (**Item 17 as amended**); and the motion **carried** by the following vote of the Board:

- AYES: Abe-Koga, Bauters, Barrett, Canepa, Chavez, Constantine, Cutter, Gioia, Groom, Hannigan, Hopkins, Hudson, Hurt, Jue, Mitchoff, Rennie, Ross, Wagenknecht.
- NOES: None.
- ABSTAIN: Haubert.
- ABSENT: Melgar, Miley, Rice, Walton, Wilson.

**PRESENTATION**

**9. Environmental Justice Training Module: Structural Racism and Environmental Injustice**

The Board of Directors participated in its first Environmental Justice Training session, focused on the historical connection between racial segregation, structural racism, and current day environmental injustices across the nation. Two additional training modules, regarding strategies for advancing racial equity goals, will be offered to the Board members during future Board meetings. Directors Hurt and Jue, who co-chair the Board's Community Equity, Health, & Justice Committee, and Veronica Eady, Senior Deputy Executive Officer of Policy & Equity, welcomed Deldi Reyes, the Director of the Community Air Protection Program at the California Air Resources Board (CARB), who provided the training. The training was adapted from a full day staff-wide training being implemented at CARB. Ms.

Reyes gave the presentation *Structural Racism and Environmental Justice*, which included: objectives; session agreements; earliest memory of race; racism; and government and race.

NOTED PRESENT: Directors Melgar, Miley, Rice, and Walton were noted present at 9:48 a.m.

#### Public Comments

Public comments were given by Jan Warren, Interfaith Climate Action Network of Contra Costa County.

#### Board Comments

Board members were encouraged to share their experiences, observations, and responses based on the training and the video “The History Of White People In America: How America Invented Race,” which was shown during the training. Chair Chavez acknowledged Director Rice, who, during her tenure as Board Chairperson in 2019, gave all Board members (in 2019) copies of the two books The Color of Law by Richard Rothstein, and That’s What She Said by Joanne Lipman.

#### Board Action

None; receive and file.

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

##### **10. Public Comment on Non-Agenda Items, Pursuant to Government Code Section 54954.3**

Public comments were given by Tony Fisher, Coalition for Clean Air.

#### **BOARD MEMBERS’ COMMENTS**

##### **11. Board Members’ Comments**

Director Rennie shared implicit bias test that can be found at [www.implicit.harvard.edu](http://www.implicit.harvard.edu).

Director Hannigan recommended the book White Fragility by Robin Diangelo.

#### **OTHER BUSINESS**

##### **12. Report of the Executive Officer/APCO**

Jack P. Broadbent, Executive Officer/APCO, had nothing to report.

**13. Chairperson's Report**

Chair Chavez reported the following:

- On November 17, 2021, the Board's Nominating Committee will meet to recommend the Board Officers for the calendar year 2022. Board members who are interested in nominating themselves for the positions of Board Chairperson, Vice Chairperson, or Secretary may do so directly with Chair Chavez until October 29, 2021.
- The Air District staff that promote the Air District programs and engage with the public at community events are doing an outstanding job.

**14. Time and Place of Next Meeting**

Wednesday, November 3, 2021, at 9:30 a.m., via webcast, pursuant to procedures in accordance with Assembly Bill 361.

**15. Adjournment**

The meeting adjourned at 10:46 a.m.

Marcy Hiratzka  
Clerk of the Boards

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Cindy Chavez and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: October 29, 2021

Re: Board Communications Received from October 20, 2021, through November 2, 2021

RECOMMENDED ACTION

None; receive and file.

DISCUSSION

Copies of communications directed to the Board of Directors received by the Air District from October 20, 2021, through November 2, 2021, if any, will be distributed to the Board Members by way of email.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Marjorie Villanueva  
Reviewed by: Vanessa Johnson

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Cindy Chavez and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: October 29, 2021

Re: Notices of Violations Issued and Settlements in Excess of \$10,000 in the Month of  
September 2021

---

RECOMMENDED ACTION

None; receive and file.

DISCUSSION

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

BUDGET CONSIDERATION/FINANCIAL IMPACT

The amounts of civil penalties collected are included in the Air District's general fund budget.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Adan Schwartz

Attachment 5A: Notices of Violations for the Month of September 2021

**NOTICES OF VIOLATIONS ISSUED**

The following Notice(s) of Violations were issued in September 2021:

<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>
Castlewood Country Club	Z2569	Pleasanton	A59731A	9/21/2021	8-7-302.1	Uncertified Phase II configuration.
Eagle Gas	Z9692	Oakland	A59699A	9/21/2021	2-1-302	Expired permit to operate.
FBD Vanguard Construction	Z9730	Livermore	A59732A	9/28/2021	2-1-307	Failure to meet permit condition #27160.
Pleasanton Hand Wash & Detail	Z9628	Pleasanton	A59729A	9/2/2021	8-7-301.6	Failure to maintain Phase I/II system in proper operating condition.
Pleasanton Hand Wash & Detail	Z9628	Pleasanton	A59729B	9/2/2021	8-7-302.3	Failure to maintain Phase I/II system in proper operating condition.
Tesla, Inc.	A1438	Fremont	A60215A	9/14/2021	2-6-307	S-4039 was not abated at all times of operation by A-30183 (RCA #08B28-29).
U.S. Coast Guard GDF	Z9732	Alameda	A59698A	9/10/2021	2-1-307	Source Test requirements not met.
University of California, Berkeley	A0059	Berkeley	A58847A	9/9/2021	2-1-302	Unpermitted diesel fuel pump > 50 bhp deviation #6446.
University of California, Berkeley	A0059	Berkeley	A58848A	9/9/2021	2-1-307	P/C #22820.1 Exceeded 20 hrs/yr testing limit.
University of California, Berkeley	A0059	Berkeley	A58849A	9/29/2021	2-6-307	P/C 14330.5 NOx & CO not monitored in 2020.

--

**Contra Costa**

<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Alhambra Petroleum, Inc.	Z9452	Martinez	A61260A	9/1/2021	8-7-302.1	Failure to maintain Phase II system in proper operating condition, source test #s 22010, 22009.
Alhambra Petroleum, Inc.	Z9452	Martinez	A61260B	9/1/2021	8-7-302.5	Failure to maintain Phase II system in proper operating condition, source test #s 22010, 22009.
Antioch Unified School District	Z9725	Antioch	A61270A	9/30/2021	2-1-307	Failure to submit source test results per p/c#100036 part 2.
Bethel Harbor LTD	Z9747	Bethel Island	A61263A	9/1/2021	8-7-301.1	Uncertified equipment in use on phase I.
Chemtrade West US LLC	A0023	Richmond	A59552A	9/30/2021	2-6-502	title V reporting violations.
Chemtrade West US LLC	A0023	Richmond	A60628A	9/30/2021	2-6-502	Title V reporting.
Chevron Products Company	A0010	Richmond	A59593A	9/28/2021	2-1-307	40 CFR 63.670 via P/C #18656 part 4, Flare gas <270 btu/scf. RCA# 07W60 , DEV #6187.
Chevron Products Company	A0010	Richmond	A59595A	9/28/2021	2-1-307	40 CFR 63.670 via P/C #18656 part 4, Flare gas <270 btu/scf. RCA# 07W70 , DEV #6212.
Chevron Products Company	A0010	Richmond	A59596A	9/28/2021	2-1-307	40 CFR 63.670 via P/C #18656 part 4, Flare gas <270 btu/scf. RCA# 07W71 , DEV #6226.
Chevron Products Company	A0010	Richmond	A59597A	9/28/2021	2-1-307	40 CFR 63.670 via P/C #18656 part 4, Flare gas <270 btu/scf. RCA#

						07W72 , DEV #6225.
Chevron Products Company	A0010	Richmond	A59598A	9/28/2021	2-1-307	40 CFR 63.670 via P/C #18656 part 4, Flare gas <270 btu/scf. RCA# 07W73 , DEV #6224.
Chevron Products Company	A0010	Richmond	A59599A	9/28/2021	2-1-307	40 CFR 63.670 via P/C #18656 part 4, Flare gas <270 btu/scf. RCA# 07X09 , DEV #6255.
Chevron Products Company	A0010	Richmond	A60048A	9/28/2021	2-1-307	40 CFR 63.670 via P/C #18656 part 4, Flare gas <270 btu/scf. RCA# 07S28 , DEV #5841.
Chevron Products Company	A0010	Richmond	A60414A	9/13/2021	2-1-307	Failure to Meet Permit Condition P/C 24136 part 92, exceeded 1 day calendar CO limit.
Chevron Products Company	A0010	Richmond	A59600A	9/28/2021	2-1-307	40 CFR 63.670 via P/C #18656 part 4, Flare gas <270 btu/scf. RCA# 07X10 , DEV #6257.
Chevron Products Company	A0010	Richmond	A59601A	9/28/2021	2-1-307	40 CFR 63.670 via P/C #18656 part 4, Flare gas <270 btu/scf. RCA# 07X13 , DEV #6254.
Chevron Products Company	A0010	Richmond	A59949A	9/9/2021	2-6-307	Deviation 5466 Permit Condition 24136 Part 28 Flaring.
Chevron Products Company	A0010	Richmond	A59950A	9/9/2021	2-6-307	Deviation 5566 Permit Condition 24136 Part 28 Flaring.
Chevron Products Company	A0010	Richmond	A59951A	9/9/2021	2-6-307	Deviation 5611 Permit Condition 24136 Part 28 Flaring.



Chevron Products Company	A0010	Richmond	A60047A	9/28/2021	2-1-307	40 CFR 63.670 via P/C #18656 part 4, Flare gas <270 btu/scf. RCA# 07V30 , DEV #6084.
City of Pittsburg	Z9721	Pittsburg	A61267A	9/9/2021	8-7-301.1	Use of uncertified phase I vapor recovery system.
Discovery Bay Yacht	Z9733	Discovery Bay	A61269A	9/15/2021	8-7-302.5	Curb hose at 87g pump #8 torn 100% in circumference.
Gafco Enterprises Inc.	Z9400	Lafayette	A59697A	9/2/2021	8-7-302.1	Dispenser #7 operating w/o Low permeation hose.
Gafco Enterprises Inc.	Z9400	Lafayette	A59697B	9/2/2021	2-1-307	Source test results submitted after 30 days.
Keller Canyon Landfill Company	A4618	Pittsburg	A60413A	9/3/2021	8-34-301.2	1 surface leak + 1 component leak discovered above standard.
Keller Canyon Landfill Company	A4618	Pittsburg	A60413B	9/3/2021	8-34-303	1 surface leak + 1 component leak discovered above standard.

<b>Marin</b>						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Blue Line Sterilization Services	B9381	Novato	A59871A	9/22/2021	2-1-307	Permit condition 27209.7.
Safeway Inc	E3122	Mill Valley	A59870A	9/17/2021	2-1-307	Permit Condition 23107.1.

<b>Napa</b>						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Napa County Public Works	B4012	Yountville	A61264A	9/7/2021	8-7-301.1	Uncertified Phase I equipment in use.

Napa County Public Works	B4012	Yountville	A61264B	9/7/2021	8-7-315	Uncertified pressure/vacuum valve in use.
Napa County Public Works	B4012	Yountville	A61265A	9/7/2021	2-1-307	Failure to conduct and pass source testing within time frame. Failure to submit test results.
Napa County Public Works	B4012	Yountville	A61266A	9/7/2021	2-1-307	Failure to conduct and pass source testing within time frame.
Napa-Vallejo Waste Management Authority	A9183	Napa	A60708A	9/13/2021	8-34-301.1	Less than continuous operation of collection/abatement system.
Napa-Vallejo Waste Management Authority	A9183	Napa	A60708B	9/13/2021	CCR	CCR Title 17 95464 (b)(1)(A) less than continuous operation of collection/abatement system.
Napa-Vallejo Waste Management Authority	A9183	Napa	A60710A	9/13/2021	8-34-301.1	Less than continuous operation of collection/abatement system.
Napa-Vallejo Waste Management Authority	A9183	Napa	A60710B	9/13/2021	CCR	CCR Title 17 95464 (b) (1) (A) Less than continuous operation of collection/abatement system.

<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>
Ideal Restoration Inc.	U5715	San Francisco	A60135A	9/28/2021	11-2-401.5	Inaccurate start date; failure to revise.
Laguna Honda Hospital	A1860	San Francisco	A60273A	9/23/2021	9-7-506	No source test 2019 & 2020.
Laguna Honda Hospital	A1860	San Francisco	A60274A	9/23/2021	9-7-506	No source test 2019.

Laguna Honda Hospital	A1860	San Francisco	A60275A	9/23/2021	9-7-506	No source test 2019.
St Luke's Hospital A/P,CPMC-STL Campus	A9313	San Francisco	A60270A	9/20/2021	9-7-506	No source test 2019; No source test 2020.
St Luke's Hospital A/P,CPMC-STL Campus	A9313	San Francisco	A60271A	9/20/2021	9-7-506	No source test 2019; No source test 2020.
St Luke's Hospital A/P,CPMC-STL Campus	A9313	San Francisco	A60272A	9/20/2021	9-7-506	No source test 2019; No source test 2020.

<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>
NST Investments LLC	Z9544	San Bruno	A59700A	9/28/2021	8-7-301.6	Failed TP201.1D, TP201.3 & Exhibit 11.
NST Investments LLC	Z9544	San Bruno	A59700B	9/28/2021	8-7-302.5	Failed TP201.1D, TP201.3 & Exhibit 11.
NST Investments LLC	Z9544	San Bruno	A59700C	9/28/2021	8-7-302.3	Failed TP201.1D, TP201.3 & Exhibit 11.

<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>
Bay Area Residential Construction	Z9673	Campbell	A60134A	9/8/2021	11-2-401.3	ASB121734Late Notification.
Bonfare Markets	Z9715	Milpitas	A61268A	9/13/2021	8-7-302.3	Vapor processor isolated from system.
Guadalupe Rubbish Disposal	A3294	San Jose	A59779A	9/1/2021	2-1-301	Flare modified w/o ATC/PTO.

Guadalupe Rubbish Disposal	A3294	San Jose	A59779B	9/1/2021	2-1-302	Flare modified w/o ATC/PTO.
San Jose State University (Cogen Plant)	A7265	San Jose	A60491A	9/15/2021	2-1-307	Facility did not conduct monthly emissions testing as per PC #493.6.
San Jose-Santa Clara Regional Wastewater Facility	A0778	San Jose	A55725A	9/28/2021	2-6-307	Condition #26639 sec 12 emission testing requirements.

<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>
Concrush	Z9345	Fairfield	A56050A	9/29/2021	2-1-301	Operating with no AC/PO since 7/2014 - 12/2020.
Concrush	Z9345	Fairfield	A56050B	9/29/2021	2-1-302	Operating with no AC/PO since 7/2014 - 12/2020.

<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>
BoDean Company Inc.	A1641	Santa Rosa	A59221A	9/15/2021	6-1-310	Total suspended particulate limit exceeded.
BoDean Company Inc.	A1641	Santa Rosa	A59221B	9/15/2021	6-1-311	Total suspended particulate limit exceeded.
City of Petaluma, Dept of Water Resources & Convs	A1071	Petaluma	A59868A	9/13/2021	2-1-307	Source test NSV-2443 NSV-6315.
City of Petaluma, Dept of Water Resources & Convs	A1071	Petaluma	A59869A	9/13/2021	2-1-307	Source Test NTV-2444 thru 2445 NST-6315.
Republic Services of Sonoma County, Inc.	A2254	Petaluma	A59872A	9/29/2021	8-34-301.1	Episodes 08B84, 08B90, 08B92.

**District Wide**

<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Carmax	Z4044	Richmond	A59730A	9/9/2021	8-7-302.1	Operating uncertified phase II equipment.

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

There were 6 settlement(s) for \$10,000 or more completed in September 2021.

- 1) On September 15, 2021, the District reached settlement with ST Shore Terminals LLC for \$89,000, regarding the allegations contained in the following 5 Notices of Violation:

<b>NOV #</b>	<b>Issuance Date</b>	<b>Occurrence Date</b>	<b>Regulation</b>	<b>Comments from Enforcement</b>
A59230A	8/9/2019	9/26/2017	8-33-503	Report not submitted within 60 days. Deviation # 5382.
A59233A	10/22/2019	10/15/2019	6-1-301	T20109 / T20107 - CWS, Evacuation, Large plumes.
A59233B	10/22/2019	10/15/2019	1-301	H&S code 41700 - Public Nuisance.
A59234A	10/22/2019	10/15/2019	5-301	Illegal fire due to Explosion (20107/20109).
A59235A	10/22/2019	10/15/2019	8-5-306	Damage vapor lines, VRV down, Atmospheric emission.
A59241A	9/16/2020	2/23/2020	8-33-309.8	Weekly LDAR was not completed.

- 2) On September 20, 2021, the District reached settlement with MECS INC. for \$50,000, regarding the allegations contained in the following 1 Notice of Violation:

<b>NOV #</b>	<b>Issuance Date</b>	<b>Occurrence Date</b>	<b>Regulation</b>	<b>Comments from Enforcement</b>
A58302A	9/21/2018	2/6/2018	2-1-307	Failed source test.

- 3) On September 21, 2021, the District reached settlement with Petaluma Creamery for \$21,500, regarding the allegations contained in the following 2 Notices of Violation:

<b>NOV #</b>	<b>Issuance Date</b>	<b>Occurrence Date</b>	<b>Regulation</b>	<b>Comments from Enforcement</b>
A59855A	11/2/2020	8/2/2020	2-1-307	Permit condition 27152.6
A59856A	11/2/2020	10/10/2020	2-1-307	Permit condition 27152.24

- 4) On September 27, 2021, the District reached settlement with Tesoro Refining & Marketing Company, LLC for \$2,227,000, regarding the allegations contained in the following 58 Notices of Violation:

<b>NOV #</b>	<b>Issuance Date</b>	<b>Occurrence Date</b>	<b>Regulation</b>	<b>Comments from Enforcement</b>
A53101A	4/7/2015	4/1/2015	6-1-301	SRU stack emitting smoke > 20%; > 3 mins.
A53271A	4/27/2015	2/28/2015	8-10-501	V-100 not monitored for 3 consec. days after opening.
A54209A	5/27/2015	2/26/2015	1-522.4	Late reporting of inop. monitors & 10-day Title V deviation.
A54209B	5/27/2015	2/26/2015	2-6-307	Late reporting of inop. monitors & 10-day Title V deviation.
A54213A	8/4/2015	3/31/2015	2-6-307	06T99: SRU, SO2 >300 ppm; SO2 >300ppm/12-hr avg.
A54214A	8/4/2015	4/5/2015	2-6-307	06U22: F-55/56, NOx >175 lb/24-hr avg.
A54216A	8/4/2015	5/19/2015	12-12-405	Notification of 5/19 flaring event not sent. Dev # 4281.
A54217A	8/18/2015	6/16/2015	8-5-328	Tk-691 degassing notification not sent. Dev #4245.
A54218A	8/18/2015	6/30/2015	8-5-307	Tk-327 hatch fugitive leak >500 ppm. Dev #4259.
A55528A	7/8/2015	4/17/2015	12-12-406	Failed to provide primary cause in Causal Analysis.
A55531A	12/16/2015	12/15/2015	6-301	Excessive smoke from steam flares.
A55532A	1/13/2016	5/9/2015	12-12-406	Late primary cause in Causal Analysis.
A55534A	3/1/2016	2/17/2016	8-8-313	Leak >500ppm @ heat exchange drain.
A55535A	5/16/2016		8-33-309	Failed to maintain leak for vapor hose connector.
A56205A	6/30/2016	1/28/2016	1-523.3	Late Reporting of RCA #06X90. >90 hrs.

A56206A	9/8/2016	10/6/2014	2-6-307	Violations documented associated w/ 2014 t/a flaring.
A56206B	9/8/2016	10/6/2014	9-1-313	Violations documented associated w/ 2014 t/a flaring.
A56206C	9/8/2016	10/6/2014	10	Violations documented associated w/ 2014 t/a flaring.
A56207A	9/8/2016	3/25/2016	2-6-307	Failed Source Test @S-953, 05-6302. Late reporting.
A56208A	9/8/2016	6/22/2016	2-6-307	STM/ FG ratio <2.0. RCA #06255.
A56209A	9/8/2016		2-6-307	STM/FG ratio > 2.0, late reporting. RCA# 06274.
A56211A	9/8/2016	1/1/1990	2-1-301	No Authority to Construct.
A56211B	9/8/2016	1/1/1990	2-1-302	No Permit to Operate.
A56211C	9/8/2016	1/1/1990	9-8-502	Recordkeeping.
A56211D	9/8/2016	1/1/1990	2-6-307	Non-compliance, Major Facility Review.
A56212A	11/1/2016	6/2/2016	9-1-307	SO2 >250 PPM. RCA #06Z35.
A56213A	11/1/2016	6/2/2016	2-6-307	F-72; NOx > 10ppm/ 3hr. avg. RCA #06236.
A56214A	11/1/2016	6/10/2016	9-1-307	SRV; SO2 >250 PPM. RCA #06Z42.
A56215A	11/1/2016	6/24/2016	1-522.7	Late reporting of event. RCA #06Z68.
A56215B	11/1/2016	6/24/2016	2-6-307	Late reporting of event. RCA #06Z68.
A56216A	11/1/2016	5/25/2016	1-522.4	>BH; late reporting of inoperative monitor. RCA # 06Z85.
A56216B	11/1/2016	5/25/2016	2-6-307	Title V 10- & 30-day reports were submitted late per standard Condition F.
A56217A	1/13/2017	12/15/2015	9-1-309	SAP; Co2 xs > 300 ppm ( 4hr startup avg. ).
A56217B	1/13/2017	12/15/2015	2-6-307	Late reporting of Title V 10-day Report.
A56219A	5/5/2017	12/20/2016	1-522.6	Failed relative accuracy testing audit (RATA).
A56219B	5/5/2017	12/20/2016	1-522.6	Failure to maintain SO2 monitor. RAT-959.



A56220A	5/5/2017	3/7/2017	1-522.6	Failure to maintain NOx monitor, 114-17 CEM.
A56223A	5/25/2017	5/25/2017	8-18-301	open ended line on TK-649, leak > 10k ppm.
A56223B	5/25/2017	5/25/2017	8-18-309	open ended line on TK-649, leak > 10k ppm.
A56224A	7/27/2017	11/3/2016	10	Discovered components not entered in QQQ during audit.
A56225A	7/27/2017	2/8/2017	8-18-309	Deviations found during Sage 3rd-party LDAR audit.
A56225B	7/27/2017	2/8/2017	10	Sub GGG. Deviations found during Sage 3rd-party LDAR audit.
A56225C	7/27/2017	2/8/2017	8-18-302.1	Deviations found during Sage 3rd-party LDAR audit.
A56227A	10/26/2017	7/16/2017	2-6-307	Refinery fuel gas used for pilot gas.
A56253A	10/26/2017	1/6/2017	2-6-307	Refinery fuel gas used for pilot gas.
A56254A	10/26/2017	4/17/2017	2-6-307	Late reporting of inoperative monitor. RCA #07D98.
A56254B	10/26/2017		1-522.4	Late reporting of inoperative monitor. RCA #07D98.
A56255A	10/26/2017	8/13/2017	2-6-307	Late reporting of inoperative monitor. RCA #07E11.
A56255B	10/26/2017		1-522.4	Late reporting of inoperative monitor. RCA #07E11.
A56256B	10/26/2017	6/15/2017	1-522.6	Failed FAT, CO excess. CEM 158-17.
A56257A	11/6/2017	4/1/2017	2-1-301	No A/C or P/O for ng supplemental to S-944/945.
A56257B	11/6/2017	4/1/2017	2-1-302	No A/C or P/O for ng supplemental to S-944/945.
A56271A	1/12/2018	8/23/2017	6-1-302	Opacity excess @ FCCU/7BH stack. RCA # 07E23
A56272A	1/12/2018	8/24/2017	6-1-302	Opacity excess @ FCCU/7BH stack. RCA # 07E24.
A56273A	5/3/2018	1/9/2018	2-6-307	Did not meet p/c #8535.2. Late reporting.

A56274A	5/3/2018	1/31/2018	8-10-302	Incomplete vessel depressurization records. 2017.
A56274B	5/3/2018		8-10-503	Incomplete vessel depressurization records. 2017.
A56275A	5/3/2018	2/13/2018	8-5-322.1	Gap discovered on sec. seal of IFR Tk-696.
A56276A	5/3/2018	9/4/2017	2-6-307	Exceeded p/c > 19199 H4. NOx>ppm/3.
A56303A	2/26/2016	12/3/2015	2-6-307	NOX > 10PPM/3HR AVG @ F-8/71 COMBINED SCR #06X23.
A56304A	2/26/2016	10/10/2015	1-522.7	RCA #06X15 REPORTED OUTSIDE OF 96 HR WINDOW.
A56304B	2/26/2016	10/10/2015	2-6-307	RCA #06X15 reported outside of 96-hour window.
A56306A	3/7/2016	12/15/2015	2-1-307	Steam/FG ratio<2:1. Submit & complete PA* for stm/ FG correction.
A56307A	3/7/2016	2/11/2016	2-6-307	STM/FG ratio < 2:1. Submit and complete PA* STM/FG correction.
A56313A	6/2/2016	12/16/2015	2-6-307	Late submittal of 10-day reports associated w/ A55531 & A55532.
A56314A	6/2/2016	2/18/2016	2-6-307	S-1405 was not abated by SAP or SRU while being filled.
A58278A	6/1/2018	12/6/2017	9-1-309	SO2 > 300ppm @ 12% O2. RCA #07F60.
A58279A	6/1/2018	12/13/2017	2-6-307	NOx > 60ppm @ 3% O2 / 8hr avg. RCA #07F72.
A58280A	6/28/2018	1/28/2018	9-1-307	SO2 >250 ppm @0% O2. RCA 07G05.
A58281A	7/18/2018	3/26/2018	2-6-307	Failure to meet permit condition. Permit non-compliance.
A58294A	8/24/2018	9/4/2017	6-1-302	Excess opacity emissions @ FCCU/7BH. RCA #07E43.
A58301A	9/18/2018	9/13/2018	6-1-301	Excess visible emissions observed at South Steam Flare.
A58854A	3/25/2019	10/16/2018	6-1-302	FCCU/7BH Opacity > 20%/3min/hr RCA# 07J61

A58855A	3/25/2019	10/24/2018	6-1-302	FCCU/7BH opacity > 20%/3min/hr RCA# 07J71.
A58859A	3/25/2019	8/19/2018	8-5-304.4	Tank 1321 inadvertently landed on tank legs.
A58861A	3/25/2019	12/8/2018	8-5-304	R8-5-304.4 / Product discovered on roof of TK-664.

- 5) On September 29, 2021, the District reached settlement with Booster Fuels, Inc. for \$51,000, regarding the allegations contained in the following 1 Notice of Violation:

<b>NOV #</b>	<b>Issuance Date</b>	<b>Occurrence Date</b>	<b>Regulation</b>	<b>Comments from Enforcement</b>
A58638A	2/26/2019	9/19/2018	8-33-304.4	Uncertified Gasoline Transfer Between Cargo Trucks.
A58638B	2/26/2019	9/19/2018	8-33-304.5	Uncertified Gasoline Transfer Between Cargo Trucks.
A58638C	2/26/2019	9/19/2018	8-33-304.6	Draining cargo tank/handling gasoline that causes evaporation to atmosphere (splash loading).

- 6) On September 30, 2021, the District reached settlement with Alameda County GSA for \$15,840, regarding the allegations contained in the following 2 Notices of Violation:

<b>NOV #</b>	<b>Issuance Date</b>	<b>Occurrence Date</b>	<b>Regulation</b>	<b>Comments from Enforcement</b>
A57387A	6/28/2018	1/1/2016	9-7-403	No annual source test/Initial demonstration of compliance.
A57387B	6/28/2018	1/1/2016	9-7-506	No annual source test/Initial demonstration of compliance.
A57391A	2/25/2019	12/13/2018	9-7-307.5	Failed source test on 12/13/18.

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairperson Cindy Chavez and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: October 29, 2021

Re: Authorization to Approve Grant Awards for Fiscal Years (FY) 2021/2022 James Cary  
Smith Community Grant Program

---

**RECOMMENDED ACTION**

Recommend the Board of Directors approve the proposed grant awards for FY 2021/2022, James Cary Smith Community Grant Program and authorize the Executive Officer/APCO to execute grant agreements for the recommended projects, in an amount not to exceed \$773,801.00.

**BACKGROUND**

The Bay Area Air Quality Management District (Air District) has offered grant funding to local non-profit organizations for over a decade to support community-based solutions that address air pollution, while also helping reduce our global climate impact. During recent years, the focus of the community grants program has expanded based on Air District priorities and community needs.

**Current Community Engagement Grant Programs**

Since 2019, the Community Engagement Office has operated two grant programs concurrently: the James Cary Smith Community Grant Program and the Community Health Protection Grant Program. Details about each of these programs can be found below.

**James Cary Smith Community Grant Program**

The James Cary Smith Community Grant Program is named for Jim Smith, the Air District's former Community Outreach Manager who launched the first community grants program in 2009. Mr. Smith passed away in 2015 from ALS, and the grant program extends his vision of a more engaged and empowered community. The purpose of the grants is to support local air quality improvement and education efforts. Since 2016, 42 one-year grants of up to \$25,000 have been awarded to community-based organizations.

## Community Health Protection Grant Program

In 2019, the Air District piloted the Community Health Protection Grant Program in response to the passage of Assembly Bill (AB) 617 (C. Garcia, Chapter 136, Statutes of 2017), which requires local air districts to reduce air pollution emissions and exposure in communities most impacted by air pollution. The Community Health Protection Grant Program aims to leverage capacity in communities pending designation under the Air District's AB 617 community selection process. The purpose of the grants is to help local community-based organizations strengthen their capacity to partner with the Air District in planning activities that improve their communities' environmental health. In 2019, seven one-year grants of \$50,000 were awarded to community-based organizations, and in 2020, grants were extended for an additional year and grantees were awarded another \$50,000.

To learn more about the James Cary Smith Community Grant Program, please visit the Air District's website: <https://www.baaqmd.gov/funding-and-incentives/residents/community-grants-program>

To view recipients of previous grant cycles, please visit the Community Grant Awards page on the Air District's website: <https://www.baaqmd.gov/funding-and-incentives/residents/community-grants-program/2016-community-grant-awards>

### **Grant Program Evaluation**

In 2021, Community Engagement staff contracted with local firm Resource Development Associates (RDA) to conduct an evaluation of the current Community Engagement grant programs. RDA utilized focus groups and a web-based survey with current and previous grant recipients to help staff identify opportunities for program improvements and provided recommendations related to grant accessibility, improvements to grants programs, technical assistance, and communication between Air District staff and grantees.

### **Grant Program Proposal**

Staff presented an overview of the Community Engagement Grant Program and proposed adjustments to the Air District's Community Equity, Health, and Justice Committee on June 3, 2021. Based on findings from the grant program evaluation, recommendations from members of the Community Equity, Health, and Justice Committee, and documented best practices for equity-based grantmaking, Community Engagement staff proposed the following actions to maximize the ability of community groups to engage fully with the Air District:

- Consolidate the two existing grant programs into one aligned program focused on capacity-building efforts with a budget of \$750,000 for the first year (FY 2021/2022),
- Offer multi-year grants in amounts up to \$100,000 per grantee per year for three years, based on available funds and grantee progress toward objectives, and
- Implement process improvements to make Community Engagement grants more accessible and equitable, and to better support the Air District's community partners and the work they are doing.

On July 7, 2021, the Air District's Board of Directors, authorized the release of one set of Grant Guidelines/Call for Applications for the refocused James Cary Smith Community Grant Program for FY 2021/2022.

## DISCUSSION

The Air District issued a press release and other electronic notices announcing the launch of the James Cary Smith Community Grant Program and call for applications for FY 2021/2022 on August 25, 2021.

As part of our efforts to improve grant accessibility and to be responsive to recommendations of Board and Committee members, the Air District contracted with InterEthnica, Inc., to provide technical assistance to organizations considering applying for a James Cary Smith Community Grant. In their role as technical assistance provider, InterEthnica, Inc. developed a simplified template for the grant application and facilitated a "Tips and Tricks" webinar for grant seekers. They were also available to answer questions and guide applicants through the application process, including establishing Spanish, Chinese, Tagalog, and Vietnamese call lines to receive and answer questions in language.

While the application period was open, staff and InterEthnica, Inc., held two informational webinars for organizations considering applying for a James Cary Smith Community Grant. Both webinars were recorded and posted on the Air District's Community Grants Program webpage, along with a FAQ document that staff regularly updated with responses to questions until the application period closed on October 1, 2021. In addition, the second webinar included a live step-by-step tutorial, performed by InterEthnica, Inc., on how to apply through the Air District's procurement portal. The webinar received positive feedback and appreciation from those who attended the webinar or watched the recording posted on the Air District's Community Grants Program webpage.

The application period closed on October 1, 2021, and the Air District received 45 grant applications. A review panel scored each application using the criteria outlined in the grant program guidelines. The panel consisted of one current member of the Richmond-North Richmond-San Pablo Community Emissions Reduction Plan Steering Committee, two Air District staff, one from the Technology Implementation Office and the other from the Office of Diversity, Equity and Inclusion, and one outside agency partner from the Metropolitan Transportation Commission (MTC) and the Association of Bay Area Governments (ABAG).

Based on the review panel's recommendations, Community Engagement requests the Board of Directors' approval of the proposed grant awards listed below for the FY 2021/2022 James Cary Smith Community Grant Program and authorization for the Executive Officer/APCO to execute grant agreements for the recommended projects up to an amount not to exceed \$773,801.00 for the first year of the grant program. It is important to note that the original budget for the FY 2021/2022 James Cary Smith Community Grant Program was set at \$750,000.00. However, the difference between the total amount of the funds requested this year, and the original amount budgeted (\$23,801.00) is minimal, and the Air District recommends funding the grant proposals for the full amount requested. As mentioned above, funding for subsequent years is based on

available funding and grantee progress toward project objectives. Air District staff will update the Board of Directors on the progress of the grant projects annually and request approval for amendments to grant agreements and any other changes to the grant program.

### **James Cary Smith Community Grant Program Grant Awards for FY2021/2022**

**Organization:** Bayview Hunters Point Community Advocates (BVHP Community Advocates)

**Project Title:** Southeast Community Council – AB617 Capacity Building

**Award Amount/Year:** \$100,000.00 (three years requested)

**Project Area:** Bayview Hunter Point, Eastern San Francisco

**Project Description:** The BVHP Community Advocates seeks James Cary Smith Community Grant Program funds to support core operations for the Southeast Community Council. They will work in concert with the Southeast Community Council and related constituencies, along with neighborhood-based organizations in other eastern San Francisco neighborhoods, environmental justice professionals, and academics, to jointly build community capacity and address longstanding health inequities. In anticipation of AB 617 designation in the coming years, the BVHP Community Advocates will develop a thorough and innovative program to develop air pollution mitigation strategies.

**Organization:** Earth Team

**Project Title:** Youth for Clean Air

**Award Amount/Year:** \$70,000.00 (three years requested)

**Project Area:** Eastern Contra Costa, East Oakland & San Leandro

**Project Description:** Earth Team seeks James Cary Smith Community Grant funds to support its Youth for Clean Air, which is an afterschool internship program conducted over a 34-week period each year. The program incorporates a novel youth development model that improves students' knowledge and investigative skills while building leadership and communication skills for educating family members and community representatives in how they can participate in the decision-making process. Participating students receive training in environmental education investigations that explore pollution, air quality, asthma, and policy.

**Organization:** Greenaction for Health & Environmental Justice (Greenaction)

**Project Title:** Bayview Hunters Point Environmental Justice Air Quality Project

**Award Amount/Year:** \$100,000.00 (three years requested)

**Project Area:** Bayview Hunter Point, Eastern San Francisco

**Project Description:** The Bayview Hunters Point Environmental Justice Air Quality Project will mobilize and leverage community power, so residents gain the knowledge, skills, and capacity to participate in decisions that impact air quality and health of their vulnerable, polluted community. Greenaction will engage and work with residents to reduce environmental exposures and air pollution through (1) Youth and Adult Air Quality Environmental Justice Leadership Academy programs, (2) the Bayview Hunters Point Air Protectors program, which serves to educate residents on air quality and engaging with the Air District and other government agencies, (3) continuing the BVHP EJ Response Task Force (IVAN) and [www.bvhp-ivan.org](http://www.bvhp-ivan.org) website, and (4) resumption of Greenaction's Diesel Idling Education and Emissions Reduction Program.

**Organization:** La Clinica de La Raza (La Clinica)

**Project Title:** Air Quality Community Advocates (AQCA) Project

**Award Amount/Year:** \$100,000.00 (three years requested)

**Project Area:** Pittsburg, Bay Point and Vallejo

**Project Description:** La Clínica's AQCA Project will serve two areas: Pittsburg-Bay Point and Vallejo. In Pittsburg-Bay Point, La Clínica's Clean Air Pittsburg-50 (CAP-50) team, led by a group of Promotor@s, will further its current work funded by the Community Health Protection Grant Program from 2019-2021. The Cap-50 team will develop an action plan and photovoice project to reduce air pollution and exposure. To gain support from key stakeholders, CAP-50 will engage in community organizing and a video project. In Vallejo, a new cohort of Promotor@s will be recruited and trained. This group will conduct a needs assessment, engage with other community-based organizations, and conduct their own research to inform an action plan and photovoice project for Vallejo.

**Organization:** Marin City Climate Resilience and Health Justice (MCCRHJ)

**Project Title:** Marin City Air Quality Needs Assessment and Community Engagement

**Award Amount/Year:** \$100,000.00 (three years requested)

**Project Area:** Marin City

**Project Description:** MCCRHJ will conduct a community needs assessment to inform and empower community members to understand current pollution sources, levels, and effects. The project aims to reach community members in meaningful ways through door-to-door surveys, outreach, and education activities, and community-wide action-focused events, which will build community awareness and capacity to partner with the Air District in planning processes aimed at reducing community exposure.

**Organization:** Rose Foundation for Communities and the Environment (Rose Foundation)

**Project Title:** Youth Joining Together for Air Justice

**Award Amount/Year:** \$100,000.00 (one year requested)

**Project Area:** Pittsburg-Bay Point, Antioch, East Oakland, Eastern San Francisco (Bayview Hunter Point)

**Project Description:** This is a one-year project by New Voices Are Rising (NVR) to build community capacity and youth engagement for air justice. NVR will work with youth aged 15-22, supporting their efforts to engage the broader community and reduce pollution exposure in their own communities. Youth leadership on air quality will be developed through two main programs: NVR's Summer Youth Leadership Academy and School Year Fellowship program. Through these programs, youth are trained on air quality and EJ issues, share information about problems and solutions with partners, peers, and other community members, work with community partners, seek input from their communities on solutions, and promote involvement in government decision-making processes.

**Organization:** Sequoia Foundation

**Project Title:** Building Capacity of Students to Improve Air Quality in East Oakland

**Award Amount/Year:** \$98,801.00 (year 1); \$86,419.00 (year 2); and \$79,855.00 (year 3)

**Project Area:** East Oakland

**Project Description:** Sequoia Foundation will develop lesson plans, project-based learning activities, and an internship program for elementary, middle and high school students in East



Oakland. Lessons will be focused on stationary and mobile sources of air pollution, including wildfires, and the health impacts on communities disproportionately affected by poor air quality. Twelfth grade students will receive mentoring and support from local experts on their capstone projects addressing East Oakland air quality issues. All students will learn about health disparities, community engagement strategies, and the importance of needs assessments for a target community. All enrolled capstone students will conduct community organizing or engagement and will educate East Oakland residents and students within Oakland Unified School District.

**Organization:** Sustainable Contra Costa (SCOCO)

**Project Title:** East County Clean Air Coalition

**Award Amount/Year:** \$40,000.00 (year 1); \$30,000.00 (year 2); and \$30,000.00 (year 3)

**Project Area:** Pittsburg, Bay Point, and Antioch

**Project Description:** Sustainable Contra Costa will research, develop, and implement strategies to motivate residents of Air Quality-impacted neighborhoods in Bay Point, Pittsburg, and Antioch, to organize and advocate for solutions. In year one, SCOCO will conduct a needs assessment to better understand the air quality concerns of the impacted target neighborhoods and will develop an organizing plan that will increase effective community participation.

**Organization:** Valley Verde

**Project Title:** Community Compost Initiative

**Award Amount/Year:** \$65,000.00 (three years requested)

**Project Area:** Santa Clara County, with focus on downtown San Jose, East San Jose, and Alviso

**Project Description:** Valley Verde seeks to improve air quality by teaching community members how to start and sustain composting systems. While composting is part of Valley Verde's current curriculum, recent participant polls show barriers to implementing these systems. In year one of the Community Composting Initiative, Valley Verde plans to research what these barriers are and how they can be addressed to increase composting participation. Composting is one action communities can take to help reduce carbon emissions by reducing the amount of waste that enters landfills. Updated educational workshops for program participants, graduates, and the community will teach the environmental benefits of composting in culturally relevant ways, and in participants' preferred language. A variety of solutions will be tested, helping communities find the best method, whether at home or via a community composting hub.

#### BUDGET CONSIDERATION/FINANCIAL IMPACT

Staff is recommending that an additional \$23,801 be added to the \$750,000 in funds already reserved for this program in the Fiscal Year Ending 2022 budget. These funds will be transferred from other portions of that budget to cover the total awards recommended.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Aneesh Rana  
Reviewed by: Veronica Eady

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairperson Cindy Chavez and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: October 29, 2021

Re: Authorization to Execute a Contract Amendment with Kearns & West, Inc.

**RECOMMENDED ACTION**

Recommend the Board of Directors authorize the Executive Officer/APCO to amend the contract with Kearns & West, Inc. to include an additional amount not to exceed \$45,590 for meeting facilitation services to support the convening of the Bay Area Electric Vehicle Council.

**BACKGROUND**

The Air District, in partnership with the Metropolitan Transportation Commission (MTC), manages the Bay Area Electric Vehicle Coordinating Council (EV Council), a multi-stakeholder partnership working to accelerate the adoption of electric vehicles (EVs) in the Bay Area. The EV Council was created in 2011 and is a staff level, peer-to-peer forum that provides an opportunity for participants to discuss EV related emerging trends and to share information about their experiences in implementing best practices that support accelerated EV adoption within their communities.

Since 2015, the Council has grown from approximately 70 city/county staff contacts to over 300 members representing a cross-section of EV stakeholders from charging infrastructure and technology companies; auto manufacturers; city/county staff and transit authorities; federal and state government agencies; utilities and Community Choice Aggregators; sustainability, environmental, climate change and other interest groups (i.e., labor, disadvantaged communities, etc.); and regional entities. The Council meets quarterly and includes participation from each of the nine counties within the Bay Area.

**DISCUSSION**

On December 4, 2019, the Air District issued a Request for Proposals (RFP) seeking assistance from a firm to carry out meeting facilitation and coordination to organize meetings, convene stakeholders, facilitate discussions, and disseminate information for the EV Council. This work has historically been performed by contractors and requires training, facilitation, and EV experts to effectively coordinate the EV Council meetings and encourage open discussions. Through this competitive process, Kearns & West was selected as the contractor to support the facilitation of the EV Council. Kearns & West was founded in 1984 and has a distinguished track record in

neutral facilitation services for diverse and representative stakeholder groups and leading collaborative, participatory decision-making process. Kearns & West has been supporting the EV Council since 2015 and has also provided facilitation services for the Air District's Spare the Air Resource Team.

The Air District entered into a contract with Kearns & West on March 11, 2020 for their work on the EV Council. This contract was amended on November 13, 2020 to extend the contract until December 31, 2021, totaling \$92,695. The current contract and amendments with Kearns & West are included as an attachment to this staff report. The requested extension would bring the total contract cost to \$138,285. Kearns & West's competitive costs and prior experience working in the EV space has been fundamental in creating open discussions and learning opportunities for the EV Council.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None. Funding for this contract is provided by Congestion Mitigation and Air Quality Improvement Program and in partnership with MTC.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Tin Le  
Reviewed by: Anthony Fournier

Attachment 7A: Current Contract and Amendments with Kearns & West, Inc.

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**PROFESSIONAL SERVICES CONTRACT**

**CONTRACT NO. 2020.071**

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 **Kearns & West, Inc.** (“CONTRACTOR”) whose address is 233 Sansome Street, Suite 400, San Francisco, CA 94104.
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 date of execution by the PARTIES to December 31, 2020, 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 meeting refreshments and a conference call system.
- 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 \$45,590.
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 \$45,590. 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: Ranyee Chiang

CONTRACTOR: Kearns & West, Inc.  
233 Sansome Street, Suite 400  
San Francisco, CA 94104  
Attn: Kelsey Rugani

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.

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.

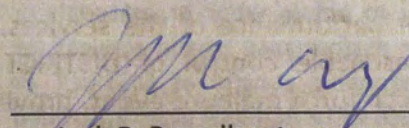
27. SURVIVAL OF TERMS – The provisions of sections 7 (Indemnification), 13 (Confidentiality), 14 (Intellectual Property Rights), and 15 (Publication) shall survive the expiration or termination of this Contract.

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

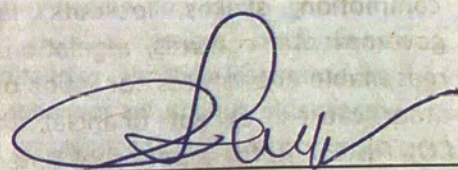
BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

KEARNS & WEST, INC.

By:

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

By:

  
\_\_\_\_\_  
Anna West  
Principal

Date:

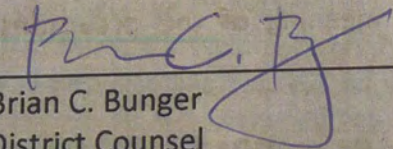
3/11/20

Date:

3/8/20

Approved as to form:  
District Council

By:

  
\_\_\_\_\_  
Brian C. Bungler  
District Council



## ATTACHMENT A

### SCOPE OF WORK

CONTRACTOR shall provide meeting facilitation services to support the convening of the Bay Area Electric Vehicle (EV) Coordinating Council (Council). CONTRACTOR's facilitation services have two main goals:

- To enable multi-agency partnerships and coordinated actions to accelerate EV adoption to reach the Bay Area's goal of 90% of vehicles being EVs by 2050.
- To have the Steering Committee or Council participants take active roles in developing the content and goals for the Council meetings.

CONTRACTOR, with direction from DISTRICT, will organize high-level executive and staff level meetings, provide professional and impartial facilitation services, ensure open dialogue among Members, and track and prepare reports on the region's progress in achieving EV adoption targets and local government acceleration actions.

This includes the following:

- Plan and convene in-person meetings and conference calls;
- Create meeting agendas, PowerPoint slide decks, facilitation plans, and presenter guidance;
- Facilitate the meetings;
- Engage Members and provide opportunities for input;
- Monitor and compile Member information and input, and including such information in meeting summaries; and
- Prepare reports and content for updates to the website (hosted and administered by DISTRICT) and for distribution to Members via email regarding the following topics:
  - Status of the region's progress in achieving EV adoption targets, including regional EV sales numbers;
  - Status of the region's local government acceleration actions;
  - Availability of new vehicles and charging equipment;
  - Advances in EV related technology; and
  - Emerging trends, gaps, and policies within the EV sector that should be addressed or discussed by the Council.

**Task 1: Convene Four (4) EV Council Meetings**

CONTRACTOR will coordinate, develop materials for, and facilitate four in-person meetings of the EV Council over the course of a year. Council Meetings shall be approximately 2-3 hours long, be attended by Members and their staff (~50 people), and cover a range of EV topics, as identified by the Steering Committee, DISTRICT and Metropolitan Transportation Commission (MTC) staff. The meetings shall be hosted in Bay Area location(s) convenient for Members and shall take place at regular intervals of approximately once every quarter. Content developed for and documentation developed from meetings shall be made available by CONTRACTOR to the DISTRICT, MTC, and the EV Council in a timely manner.

Activities for Task 1 include, but are not limited to, the following:

- Provide logistical support for meetings, which includes organizing meeting space and times, contacting meeting participants and guest speakers, developing meeting agendas, distributing documents, and coordinating AV equipment;
- Provide event registration and on-site logistics on meeting days;
- Facilitate and moderate meetings based on agenda approved by the DISTRICT and MTC;
- Develop event content to be hosted on the DISTRICT website, including agendas, PowerPoint presentations, web presentations, and meeting minutes;
- Develop and provide a comprehensive record of each facilitated meeting including, but not limited to, names of all attendees, groups represented, meeting minutes (topic discussion outcomes, issues, clearinghouse of materials that were shared by Members), and new content for website on an as-needed basis. Note that meeting records shall be of sufficient quality to be included in reports to the DISTRICT Board of Directors;
- Extend invitation, schedule meetings, and confirm speakers identified by the DISTRICT, MTC, and Members for meetings (speakers may include Members or guests from outside the region, including State or Federal entities);
- Survey via an online tool, and selected phone interviews as needed, the Council and Steering Committee members annually to collect feedback on overall structure
- Communicate with Members, send event notices, send registration information, confirm meeting participation, respond to requests for information from Members, post meeting follow-ups; and
- Procure and provide refreshments.

**Task 2: Convene Steering Committee Meetings**

CONTRACTOR will organize and moderate 5 – 7 conference calls and one in-person meeting of the Steering Committee to strategize on topics for discussion and prepare for upcoming EV Council Meetings. Steering Committee Meetings shall be approximately 30-60 minutes in duration, be attended by pre-selected Council participants (10-15 people). The conference calls shall be via teleconference and/or web-based and shall take place as deemed necessary by DISTRICT and MTC.

Periodically, CONTRACTOR will evaluate existing Steering Committee composition, recommend changes as necessary, and develop support materials, including the Steering Committee Charter. CONTRACTOR will coordinate with DISTRICT and MTC to develop the agenda and list of topics to discuss with Steering Committee participants. CONTRACTOR will send agendas and meeting materials to the Steering Committee participants and develop meeting minutes and necessary follow up items.

Activities for Task 2 include, but are not limited to, the following:

- Provide logistical support for meetings, including coordinating Steering Committee Meeting times, presentations and discussions, inviting and confirming attendance of meeting participants, developing meeting agendas, and distributing documents;
- Facilitate Steering Committee Meeting discussions to prompt valuable feedback and helpful guidance from the members – these meetings may be webinar based to allow for presentations (e.g., RingCentral);
- Develop and provide a comprehensive record of each facilitated Steering Committee Meeting (“Steering Committee Meeting Records”) including, but not limited to, names of all attendees, groups represented, and meeting minutes (topic discussion outcomes, issues, clearinghouse of materials that were shared by Steering Committee Meeting participants). Steering Committee Meeting Records shall be complete and accurate and maintained on a cloud-based storage system, e.g. Box, that will be turned over to the DISTRICT following completion of the contract;
- Maintain communications with Steering Committee members on meeting date, time, location and meeting materials. CONTRACTOR will respond to Steering Committee member inquiries in a timely manner and will forward all correspondence to DISTRICT and MTC; and
- Provide strategic planning assistance to the Steering Committee, DISTRICT, and MTC to develop the annual and long-term EV Council program.

**Task 3: Attend Monthly Check-in Meetings and Perform Administrative Duties**

CONTRACTOR shall handle a number of administrative tasks between and during meetings to ensure a seamless experience for Members. CONTRACTOR shall have **two monthly check-in conference calls** with DISTRICT and MTC staff that are about **30 minutes** long.

Activities for Task 3 include, but are not limited to, the following:

- Attend project kick-off conference call with DISTRICT and MTC;
- Maintain an updated list of Members;
- Coordinate and develop agenda of upcoming meetings with DISTRICT and MTC, including meeting topics, updates, and speakers; and
- Manage new member engagement.

**Schedule**

The tentative schedule for Member and Steering Committee Meetings (Tasks 1 & 2) is as follows:

2020 Schedule (Tentative)	Event
March	EV Council Meeting #1
May	Steering Committee In-Person Meeting
July	EV Council Meeting #2
August	Steering Committee Call
September	EV Council Meeting #3
October	Steering Committee Call
November	EV Council Meeting #4
December	Steering Committee Call – plan for 2021

**ATTACHMENT B**

**COST SCHEDULE**

CONTRACTOR shall provide the services listed in Attachment A, Scope of Work, at a cost not to exceed **\$45,590**.

DISTRICT shall pay CONTRACTOR for work under this Agreement at the following rates:

<b>Staff Level:</b>	<b>Hourly Rate:</b>
Director	\$175
Senior Associate	\$150
Associate	\$135

DISTRICT shall pay CONTRACTOR for additional expenses as follows:

- \$200 per meeting to provide meeting refreshments for each EV Coordinating Council Meeting; and
- \$150 total to provide conference call system facilities for all telephonic meetings under this Contract (to be billed upon final completion of all tasks specified in the Scope of Work).

**Total cost of Contract not to exceed \$45,590.**



**AMENDMENT NO. 1 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2020.071**

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, June 2, 2020.

**RECITALS:**

1. The Bay Area Air Quality Management District ("DISTRICT") and **Kearns & West, Inc.** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for meeting facilitation services to support the Bay Area Electric Vehicle Coordinating Council (the "Contract"), which Contract was executed on behalf of CONTRACTOR on March 8, 2020 and on behalf of DISTRICT on March 11, 2020.
2. The PARTIES seek to amend the Recitals of the Contract to clarify that the Contract is federally funded by the Congestion Mitigation and Air Quality (CMAQ) Improvement Program.
3. The PARTIES seek to amend the terms and conditions of the Contract because DISTRICT seeks to add language regarding CMAQ funding requirements, and CONTRACTOR desires to comply with the funding requirements.
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 2, "Recitals," of the Contract to delete the paragraph in its entirety and replace with the following paragraph:
  - "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. Work performed by CONTRACTOR under this Contract will be federally-funded from the Congestion Mitigation and Air Quality ("CMAQ")

Improvement Program provided by the Federal Highway Administration and administered by the California Department of Transportation.

- C. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney."

- 2. By this Contract Amendment, DISTRICT and CONTRACTOR amend the terms and conditions by adding new Section 28 to the Contract which shall read as follows:

"28. CMAQ FUNDING REQUIREMENTS

- A. CONTRACTOR and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. CONTRACTOR shall carry out applicable requirements of 49 CFR 26 in the award and administration of Department of Transportation (DOT) assisted contracts. Failure by CONTRACTOR to carry out these requirements is a material breach of this Contract, which may result in the termination of this contract or such other remedy, as DISTRICT deems appropriate.
- B. CONTRACTOR shall pay subcontractors for satisfactory performance in accordance with Section 7108.5 of the California Business and Professions Code. The 7-day is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over thirty (30) days may take place only for good cause and with the DISTRICT's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontractor performance, and/or noncompliance by a subcontractor. This paragraph applies to both disadvantaged business enterprises (DBE) and non-DBE subcontractors.
- C. CONTRACTOR shall release retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. DISTRICT will not hold retainage from progress payments due to CONTRACTOR. CONTRACTOR and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with DISTRICT's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontractor performance, and/or

noncompliance by a subcontractor. This paragraph applies to both DBE and non-DBE subcontractors.

D. Disadvantaged Business Enterprises Participation

- i. This Contract is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Contractors who enter into a federally-funded agreement will assist DISTRICT in a good faith effort to achieve California's statewide overall DBE goal.
- ii. The goal for DBE participation for this Contract is 0%. Participation by DBE CONTRACTOR or subcontractor shall be in accordance with information contained in [Exhibit 10-O1: Consultant Proposal DBE Commitment](#), or in [Exhibit 10-O2: Consultant Contract DBE Commitment](#) hyperlinked hereto and incorporated as part of the Contract. If a DBE subcontractor is unable to perform, CONTRACTOR must make a good faith effort to replace him/her with another DBE subcontractor, if the goal is not otherwise met.
- iii. CONTRACTOR can meet the DBE participation goal by either documenting commitments to DBEs to meet the Contract goal, or by documenting adequate good faith efforts to meet the Contract goal. An adequate good faith effort means that the CONTRACTOR must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONTRACTOR has not met the DBE goal, complete and submit [Exhibit 15-H: DBE Information – Good Faith Efforts](#) to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
- iv. DBEs and other small businesses, as defined in 49 CFR Part 26 are encouraged to participate in the performance of the Contract financed in whole or in part with federal funds. DISTRICT, CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by CONTRACTOR to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as DISTRICT deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying CONTRACTOR from future bidding as non-responsible.

- v. A DBE firm may be terminated only with prior written approval from DISTRICT and only for the reasons specified in 49 CFR §26.53(f). Prior to requesting DISTRICT consent for the termination, CONTRACTOR must meet the procedural requirements specified in 49 CFR §26.53(f). If a DBE subcontractor is unable to perform, CONTRACTOR must make a good faith effort to replace him/her with another DBE subcontractor, if the goal is not otherwise met.
- vi. CONTRACTOR shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of CONTRACTOR) pursuant to prior written authorization of DISTRICT.
- vii. A DBE is only eligible to be counted toward the Contract goal if it performs a Commercially Useful Function (CUF) on the Contract. CUF must be evaluated on a contract by contract basis. A DBE performs a CUF when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing, and other relevant factors.
- viii. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- ix. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its Contract with its own work force, or the DBE subcontracts a greater portion of the work of the Contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- x. CONTRACTOR shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier.

The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime CONTRACTOR's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

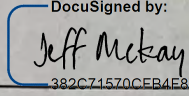
- xi. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, [Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprise \(DBE\) First-Tier Subconsultants](#), certified correct by CONTRACTOR or CONTRACTOR's authorized representative and shall be furnished to DISTRICT with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONTRACTOR when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to DISTRICT.
  - xii. If a DBE subcontractor is decertified during the life of the Contract, the decertified subcontractor shall notify CONTRACTOR in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the Contract, the subcontractor shall notify CONTRACTOR in writing with the date of certification. Any changes should be reported to DISTRICT within thirty (30) calendar days.
  - xiii. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10<sup>th</sup> of the following month, CONTRACTOR shall complete and email the [Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments](#) to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) with a copy to DISTRICT at [rfisher@baaqmd.gov](mailto:rfisher@baaqmd.gov).
  - xiv. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section."
3. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

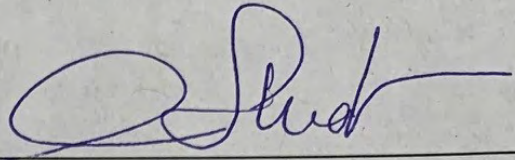


IN WITNESS WHEREOF, the PARTIES have caused this Contract Amendment to be duly executed on their behalf by their authorized representatives.

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

KEARNS & WEST, INC.

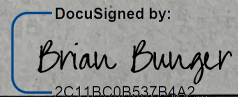
By:   
382C71570CEB4E8  
\_\_\_\_\_  
Jack P. Broadbent  
Executive Officer/APCO

By:   
\_\_\_\_\_  
Anna West  
Principal

Date: 6/5/2020

Date: 6/2/20

Approved as to form:  
District Counsel

By:   
2C11BC0B537B4A2  
6/3/2020  
\_\_\_\_\_  
Brian C. Bungler  
District Counsel

**AMENDMENT NO. 2 TO  
BAY AREA AIR QUALITY MANAGEMENT DISTRICT  
CONTRACT NO. 2020.071**

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, October 26, 2020.

**RECITALS:**

1. The Bay Area Air Quality Management District ("DISTRICT") and **Kearns & West, Inc.** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for meeting facilitation services to support the Bay Area Electric Vehicle Coordinating Council (the "Contract"), which Contract was executed on behalf of CONTRACTOR on March 8, 2020 and on behalf of DISTRICT on March 11, 2020.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated June 2, 2020, for reference purposes only to amend the Recitals and the terms and conditions of the Contract.
3. The PARTIES seek to amend the term, total cost, Scope of Work, and Cost Schedule of the Contract, because DISTRICT seeks to have CONTRACTOR continue to provide the services prescribed in the Contract, and CONTRACTOR desires to continue to provide those services.
4. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 4, "Term." The term of the Contract shall be extended so that the termination date of the Contract is now December 31, 2021.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, "Payment," to replace "\$45,590 with \$92,695."
3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," to replace "\$45,590 with \$92,695."


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

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

KEARNS & WEST, INC.

By:   
 Jack P. Broadbent  
 Executive Officer/APCO

By:   
 \_\_\_\_\_  
 Anna West  
 Principal

Date: 11/13/20

Date: 10/30/20

Approved as to form:  
District Counsel

By:  11/4/2020  
 \_\_\_\_\_  
 Brian C. Bunger  
 District Counsel



## ATTACHMENT A-1

### SCOPE OF WORK

CONTRACTOR shall provide meeting facilitation services to support the convening of the Bay Area Electric Vehicle (EV) Coordinating Council (Council). CONTRACTOR's facilitation services have two main goals:

- To enable multi-agency partnerships and coordinated actions to accelerate EV adoption to reach the Bay Area's goal of 90% of vehicles being EVs by 2050.
- To have the Steering Committee or Council participants take active roles in developing the content and goals for the Council meetings.

CONTRACTOR, with direction from DISTRICT, will organize meetings, provide professional and impartial facilitation services, ensure open dialogue among Members, and track and prepare reports on the region's progress in achieving EV adoption targets and local government acceleration actions.

This includes the following:

- Plan and convene webinars or in-person meetings, as appropriate, and conference calls;
- Create meeting agendas, PowerPoint slide decks, facilitation plans, and presenter guidance;
- Facilitate the meetings and calls;
- Engage Members and provide opportunities for input;
- Monitor and compile Member information and input, and including such information in meeting summaries; and
- With DISTRICT support, prepare reports and content for updates to the website (hosted and administered by DISTRICT) and for distribution to Members via email regarding the following topics:
  - Status of the region's progress in achieving EV adoption targets, including regional EV sales numbers;
  - Status of the region's local government acceleration actions;
  - Availability of new vehicles and charging equipment;
  - Advances in EV related technology; and
  - Emerging trends, gaps, and policies within the EV sector that should be addressed or discussed by the Council.

**Task 1: Convene Four (4) EV Council Meetings**

CONTRACTOR will coordinate, develop materials for, and facilitate four webinars or in-person meetings, as appropriate, of the EV Council over the course of a year. Council Meetings shall be approximately 1-3 hours long, be attended by Members and their staff (50-80 people), and cover a range of EV topics, as identified by the Steering Committee, DISTRICT, and Metropolitan Transportation Commission (MTC) staff. The meetings shall be hosted online or at Bay Area location(s) convenient for Members and shall take place at regular intervals of approximately once every quarter. Content developed for and documentation developed during meetings shall be made available by CONTRACTOR to the DISTRICT, MTC, and the EV Council in a timely manner.

Activities for Task 1 include, but are not limited to, the following:

- Provide logistical support for meetings, which includes organizing meeting space (as appropriate) or webinar platform and times, contacting meeting participants and guest speakers, developing meeting agendas, distributing documents, and coordinating AV equipment or ensuring webinar functionality;
- Provide event registration and on-site logistics on meeting days, as appropriate;
- Facilitate and moderate meetings based on agenda approved by the DISTRICT and MTC;
- Develop event content to be hosted on the DISTRICT website, including agendas, PowerPoint presentations, web presentations, and meeting minutes;
- Develop and provide a comprehensive record of each facilitated meeting including, but not limited to, names of all attendees, groups represented, meeting minutes (topic discussion outcomes, issues, clearinghouse of materials that were shared by Members), and new content for website on an as-needed basis. Note that meeting records shall be of sufficient quality to be included in reports to the DISTRICT Board of Directors;
- Extend invitation, schedule meetings, and confirm speakers identified by the DISTRICT, MTC, and Members for meetings (speakers may include Members or guests from outside the region, including State or Federal entities);
- Develop speaker guidance and convene speaker preparation calls in advance of the meetings;
- Survey the Council and Steering Committee members annually via an online tool, and selected phone interviews as needed, to collect feedback on overall Council structure and vision;
- Communicate with Members, send event notices, send registration information, confirm meeting participation, respond to requests for information from Members, post meeting follow-ups; and
- Procure and provide refreshments or meeting enhancements (as appropriate), including participation tools that help to facilitate interactive, informative, and productive meetings either virtually or in-person.

**Task 2: Convene Steering Committee Meetings**

CONTRACTOR will organize and moderate 3-5 conference calls and one in-person meeting (as appropriate) of the Steering Committee to strategize on topics for discussion and prepare for upcoming EV Council Meetings. Steering Committee Meetings shall be approximately 30-60 minutes in duration and shall be attended by pre-selected Council participants (10-15 people). The conference calls shall be via teleconference and/or web-based and shall take place as deemed necessary by DISTRICT and MTC.

Periodically, CONTRACTOR will evaluate existing Steering Committee composition, recommend changes as necessary, and develop or update support materials, including the Steering Committee and Council

Charter. CONTRACTOR will coordinate with DISTRICT and MTC to develop the agenda and list of topics to discuss with Steering Committee participants. CONTRACTOR will send agendas and meeting materials to the Steering Committee participants and develop meeting minutes and necessary follow up items.

Activities for Task 2 include, but are not limited to, the following:

- Provide logistical support for meetings, including coordinating Steering Committee Meeting times, presentations and discussions, inviting and confirming attendance of meeting participants, developing meeting agendas, and distributing documents;
- Facilitate Steering Committee Meeting discussions to prompt valuable feedback and helpful guidance from the members – these meetings may be webinar based to allow for presentations (e.g., RingCentral);
- Develop and provide a comprehensive record of each facilitated Steering Committee Meeting (“Steering Committee Meeting Records”) including, but not limited to, names of all attendees, groups represented, and meeting minutes (topic discussion outcomes, issues, clearinghouse of materials that were shared by Steering Committee Meeting participants). Steering Committee Meeting Records shall be complete and accurate and maintained on a cloud-based storage system, e.g. Box, that will be turned over to the DISTRICT following completion of the contract;
- Maintain communications with Steering Committee members on meeting date, time, location, and meeting materials. CONTRACTOR will respond to Steering Committee member inquiries in a timely manner and will forward all correspondence to DISTRICT and MTC; and
- Provide strategic planning assistance to the Steering Committee, DISTRICT, and MTC to develop a long-term EV Council program and vision.

### **Task 3: Attend Monthly Check-in Meetings and Perform Administrative Duties**

CONTRACTOR shall handle a number of administrative tasks between and during meetings to ensure a seamless experience for Members. CONTRACTOR shall have **two monthly check-in conference calls** with DISTRICT and MTC staff that are about **60 minutes** long.

Activities for Task 3 include, but are not limited to, the following:

- Attend project kick-off conference call with DISTRICT and MTC;
- Maintain an updated list of Members (both for Coordinating Council and Steering Committee);
- Coordinate and develop agenda of upcoming meetings with DISTRICT and MTC, including meeting topics, updates, and speakers; and
- Manage new member engagement.

### **Schedule**

The tentative schedule for Member and Steering Committee Meetings (Tasks 1 & 2) is as follows:

<b>2021 Schedule (Tentative)</b>	<b>Event</b>
<b>February</b>	<b>EV Council Meeting #1</b>
February	Steering Committee Call
<b>April</b>	<b>EV Council Meeting #2</b>
May	Steering Committee Call
<b>June</b>	<b>EV Council Meeting #3</b>
August	Steering Committee Call
<b>October</b>	<b>EV Council Meeting #4</b>

November/December	Steering Committee Call – plan for 2022
-------------------	---

**ATTACHMENT B-1**

**COST SCHEDULE**

CONTRACTOR shall provide the services listed in Attachment A, Scope of Work, at a cost not to exceed **\$92,695**.

DISTRICT shall pay CONTRACTOR for work under this Agreement at the following rates:

<b>Staff Level:</b>	<b>Hourly Rate:</b>
Director	\$175
Senior Associate	\$150
Associate	\$135

DISTRICT shall pay CONTRACTOR for additional expenses as follows:

- \$200 per meeting to provide meeting refreshments for each in-person EV Coordinating Council Meeting.

**Total cost of Contract not to exceed \$92,695.**

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Cindy Chavez and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: October 29, 2021

Re: Authorization to Execute a Contract Amendment with Van Dermyden Makus Law Corporation

---

RECOMMENDED ACTION

Recommend the Board of Directors authorize the Executive Officer/APCO to amend the contract with Van Dermyden Makus Law Corporation increasing the maximum dollar amount of the contract from \$95,000 to \$250,000 for legal services related to workplace investigations.

BACKGROUND

From time to time, the Air District has the need to engage an outside law firm for the purpose of conducting workplace investigations. Outside law firms are utilized for this type of work instead of inside counsel because of the specialization required in personnel matters.

DISCUSSION

Van Dermyden Makus has previously worked with the Air District and is familiar with the Air District's organizational structure, operations, and policies. Van Dermyden Makus specializes in workplace investigations, has experience working with public sector employers, and has successfully performed work in a timely and efficient manner for the Air District.

Because of the additional cost required to familiarize a new vendor with the Air District's organizational structure, operations and policies, and because Van Dermyden has performed successfully in the past, this Amendment is requested as a no-bid contract amendment.

Amending this contract will allow the Air District to engage proven investigators from Van Dermyden Makus on any current matters, and as the need arises in the future.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None. These funds are included in Fiscal Year Ending 2022 budget.

Respectfully Submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Adan Schwartz

Attachment 8A: Professional Services Contract No. 2021.149

Attachment 8B: Professional Services Contract No. 2021.149 – Draft Amendment No.1

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT****PROFESSIONAL SERVICES CONTRACT****CONTRACT NO. 2021.149**

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 **Van Dermayden Makus Law Corporation** (“CONTRACTOR”) whose address is 2520 Venture Oaks Way, Suite 450, Sacramento, CA 95833.
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 August 1, 2021 to August 1, 2022, unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.
5. **TERMINATION**
  - A. The DISTRICT may terminate this Contract at any time, at will, and without specifying any reason, by notifying CONTRACTOR in writing. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of delivery of the notice of termination, and shall be delivered in accordance with the provisions



of section 10 below. Immediately upon receipt of the notice of termination, CONTRACTOR shall cease all work under this Contract, except such work as is specified in the notice of termination. CONTRACTOR shall deliver a final invoice for all remaining work performed but not billed, including any work specified in the termination notice, on or before ten (10) business days following the termination date.

- B. Either party may terminate this Contract for breach by the other party.
- i) Failure to perform any agreement or obligation contained in this Contract or failure to perform the services in a satisfactory manner shall constitute a breach of the Contract.
  - ii) The non-breaching party may terminate the Contract by delivery of a written notice of breach. The notice of breach shall specify the date of termination, which shall be no earlier than ten (10) business days from delivery of the notice of breach. In the alternative, at its sole discretion, the non-breaching party may require the breaching party to cure the breach. The notice of breach shall specify the nature of the breach and the date by which such breach must be cured.
  - iii) If CONTRACTOR fails to perform any obligation under this Contract, DISTRICT at its sole discretion, may perform, or cause the performance, of the obligation itself. In that event, DISTRICT shall deduct the costs to perform such obligation and any other costs to cure the breach from the payment otherwise due to CONTRACTOR for work performed under this Contract. DISTRICT's performance hereunder shall not be deemed a waiver or release of any obligation of, or default by, CONTRACTOR under this Contract.
  - iv) The notice of breach shall be provided in accordance with the notice requirements set forth in section 10.
  - v) The non-breaching party reserves all rights under law and equity to enforce this Contract and recover any damages.

6. INSURANCE

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

- C. Prior to commencement of work under this Contract, CONTRACTOR shall furnish properly-executed certificates of insurance for all required insurance. Upon request by DISTRICT, CONTRACTOR shall provide a complete copy of any required insurance policy. CONTRACTOR shall notify DISTRICT in writing thirty (30) days prior to cancellation or modification of any required insurance policy. Any such modifications are subject to pre-approval by DISTRICT.
  - D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or to terminate this Contract for breach.
7. INDEMNIFICATION
- A. CONTRACTOR shall indemnify and hold DISTRICT, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Contract but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CONTRACTOR, its officers, agents, or employees.
  - B. DISTRICT shall indemnify and hold CONTRACTOR, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fee, or claims for injury or damages arising out of the performance of this Contract but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DISTRICT, its officers, agents, or employees.
8. PAYMENT
- A. DISTRICT shall pay CONTRACTOR for services in accordance with the terms set forth in the Cost Schedule, which is attached hereto as Attachment B and incorporated herein by this reference.
  - B. CONTRACTOR shall submit invoice(s) to DISTRICT for services performed. Each invoice shall specify the total cost of the services for which the invoice is submitted, shall reference tasks shown in the Scope of Work, the hours associated with same, or percentage completion thereof, and the amount of charge claimed, and, as appropriate, shall list any charges for equipment, material, supplies, travel, and subcontractors' services.
  - C. DISTRICT's payment of invoices shall be subject to the following limitations and requirements:
    - i) Each invoice, including supporting documentation, shall be prepared in duplicate on CONTRACTOR's letterhead; shall list DISTRICT's contract number, the period covered by the invoice, and the CONTRACTOR's Social Security Number or Federal Employer Identification Number; and shall be submitted to: Bay Area Air Quality Management District, 375 Beale Street, Suite 600, San Francisco, CA 94105, Attn: John Chiladakis.
    - 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 \$95,000.
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 \$95,000. 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: John Chiladakis, Acting Chief Administrative Officer

CONTRACTOR: Van Dermeyden Makus Law Corporation  
2520 Venture Oaks Way, Suite 450  
Sacramento, CA 95833  
Attn: Nikki Hall, Partner

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. [RESERVED]

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. [RESERVED]

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

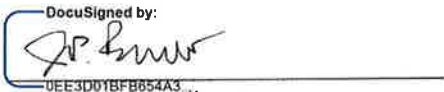
beyond the reasonable control of DISTRICT or CONTRACTOR, for a period of time equal to the period of such force majeure event, provided that the party failing to perform notifies the other party within fifteen calendar days of discovery of the force majeure event, and provided further that that party 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) and 14 (Intellectual Property Rights) 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

VAN DERMYDEN MAKUS LAW CORPORATION

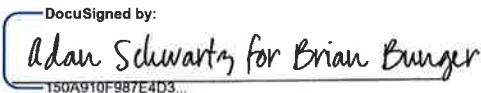
By:   
DEE3DD1BF8654A3  
Jack P. Broadbent  
Executive Officer/APCO

By:   
Nikki Hall  
Partner

Date: 8/10/2021

Date: 8/5/21

Approved as to form:  
District Counsel

By:   
1507A910F987E4D3...  
Adan Schwartz  
Acting, District Counsel

**ATTACHMENT A**

**SCOPE OF WORK**

CONTRACTOR shall perform legal services for the DISTRICT in the form of independent, impartial workplace investigations. CONTRACTOR will perform these duties as an attorney at law for the purpose of facilitating the rendering of legal advice to the DISTRICT by its counsel. CONTRACTOR's communications, work product, and the final report will be protected from disclosure pursuant to the attorney-client privilege unless waived by the DISTRICT.

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

**Fees and Costs.** DISTRICT agrees to pay CONTRACTOR at the following rates for the work described in Attachment A, Scope of Work. CONTRACTOR will submit invoices for all services in accordance with Section 8, "Payment", of this Contract.

Staff	Discounted Hourly Rates for Public Entities
Senior Partner	\$460
Partner	\$385
Senior Associate	\$310
Associate	\$275
Law Clerk	\$185
Paralegal	\$140

Time charged will include, for example, time spent preparing for and interviewing witnesses, reviewing documents, writing the report of the findings, and performing any necessary research. The time charged will also include time spent on telephone calls and email correspondence relating to the investigation. Time spent traveling to and from interviews will also be billed.

CONTRACTOR may incur various costs and expenses in performing services under this Contract. DISTRICT agrees to pay for all costs and expenses, in addition to the hourly fee. These costs include mileage reimbursement at the federal standard mileage rate in effect for the year, bridge tolls, parking fees, messenger and other special delivery fees, and similar charges.

Fees and costs for the investigation will not exceed \$95,000. This limitation only applies to the fees and cost of the investigation itself, not time and expenses related to any post-investigative work.

**Compensation for Post-Investigative Work.** This engagement shall be considered concluded after CONTRACTOR has provided a final investigation report in this matter. After the conclusion of the engagement, should a need arise for CONTRACTOR to respond to any subpoena or discovery, to provide testimony at deposition, trial, arbitration, or at an administrative hearing, or to otherwise perform services with respect to any matter relating to or arising out of the investigation, DISTRICT shall compensate CONTRACTOR at its then applicable rates for time expended, including all required preparation time.

**Total cost of Contract not to exceed: \$95,000.**



**AMENDMENT NO. 1 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2021.149**

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, October 12, 2021.

**RECITALS:**

1. The Bay Area Air Quality Management District ("DISTRICT") and **Van Dermyden Makus Law Corporation** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for independent and impartial workplace investigations (the "Contract"), which Contract was executed on behalf of CONTRACTOR on August 5, 2021 and on behalf of DISTRICT on August 10, 2021.
2. The PARTIES seek to amend the total maximum cost 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, up to the new total maximum cost.
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 Paragraph D of Section 8, "Payment," of the Contract to replace "\$95,000" with "\$190,000."
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$95,000" with "\$190,000."
3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Attachment B, Cost Schedule of the Contract by replacing "\$95,000" where it appears with "\$190,000."
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

VAN DERMYDEN MAKUS LAW  
CORPORATION

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

By: \_\_\_\_\_  
Nikki Hall  
Partner

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

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

Approved as to form:  
District Counsel

By: \_\_\_\_\_  
Adan Schwartz  
Acting District Counsel

DRAFT

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairperson Cindy Chavez and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: October 29, 2021

Re: Authorization to Execute a Contract Amendment with West Oakland Environmental Indicators Project

---

**RECOMMENDED ACTION**

Recommend the Board of Directors authorize the Executive Officer/APCO to amend a Master Services Agreement (MSA) with the West Oakland Environmental Indicators Project (WOEIP) in an amount not to exceed \$100,000, for one year to support the Co-Leads partnership and to provide Community Steering Committee and outreach support for Assembly Bill (AB) 617 West Oakland Community Action Plan implementation.

**BACKGROUND**

Due to its emissions profile and proximity to sensitive receptors, the California Air Resources Board (CARB) selected West Oakland among the first designated AB 617 communities in the State of California. WOEIP is the established community partner and the West Oakland Assembly Bill 617 (AB 617) Co-Lead with the Air District. WOEIP performs outreach to the greater West Oakland community regarding emission reduction strategies and organizes the Steering Committee. WOEIP also provides oversight and guides Implementation Teams in implementing the emissions reduction strategies of the Plan. The amended MSA is designed to continue services provided by WOEIP in their prior Master Services Agreement with the Air District (Contract No. 2020.184).

WOEIP, in its role as a Co-Lead with the Air District, convened a Steering Committee to provide authentic community-based guidance to the AB 617 process in West Oakland. Given the extensive historical air monitoring data collected by West Oakland, the Steering elected to move forward with a Community Emissions Reduction Plan (CERP). In partnership with the Air District, WOEIP and the West Oakland AB 617 Steering Committee identified over eighty emissions reduction strategies. The West Oakland Community Emission Reduction Plan (CERP) was adopted by the Air District and the California Air Resources Board's respective governing bodies in 2019.

The West Oakland AB 617 Implementation Teams identify agency partners and funding to realize the emission reduction strategies in the CERP. Implementation of the strategies are slated to take place over the course of the next four years in partnership with the Co-Leads, WOEIP and the Air District. AB 617 work in West Oakland leading up to the current implementation phase is lauded as exemplary by CARB and other AB 617 communities within the State of California.

## DISCUSSION

The amended Master Services Agreement allows the Air District and West Oakland Environmental Indicators Project to continue the partnership into the next year of implementation. The existing contract was executed in 2020 and provided \$100,000 in funds to WOEIP for year one of the implementation phase of the project. The MSA compensates WOEIP for participating as a Co-Lead with the Air District in overseeing implementation of strategies and hosting monthly Steering Committee meetings. A component of the MSA (Task Order 2) allows the Air District to consult with WOEIP for guidance in how to build potential AB 617 efforts in other Bay Area communities.

The amended MSA will allow WOEIP to continue work on implementation, including:

- Work with the Air District to create agendas and define necessary content for Steering Committee and Implementation Teams as these bodies assess, advocate for, and implement strategies.
- Devise and present trainings and other information sharing programs to support informed deliberation and decision-making by the Steering Committee.
- Support Steering Committee members with leadership development and technical education.
- Support implementation of emission reduction strategies by expanding community outreach and engagement and by enlisting political support.
- Consult with frontline communities overburdened by air pollution on issues related to partnering with the Air District and working with researchers (regulatory, academic, private industry).
- Assess and mentor Bay Area region-wide Steering Committees from existing and developing AB 617 communities.
- Engage with State elected officials regarding AB 617 funds and requirements.

## BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for the amended contract is included in the Fiscal Year Ending 2022 budget for the Community Engagement Office.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Joshua Abraham  
Reviewed by: Veronica Eady

Attachment 9A: Master Services Contract No. 2020.184

Attachment 9B: Master Services Contract No. 2020.184 – Task Order 1

Attachment 9C: Master Services Contract No. 2020.184 – Task Order 2

Attachment 9D: Draft Master Services Amendment No. 2, Contract No. 2020.184

Attachment 9E: Draft Master Services Amendment No. 2, Contract No. 2020.184 – Task Order 3

Attachment 9F: Draft Master Services Amendment No. 2, Contract No. 2020.184 – Task Order 4

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT****MASTER SERVICES CONTRACT****CONTRACT NO. 2020.184**

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 **West Oakland Environmental Indicators Project** (“CONTRACTOR”) whose address is 349 Mandela Parkway, Oakland, CA 94607.
  
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 paragraph D above.

5. TERM – The term of this Contract is from the date of execution of the Contract by the parties to July 31, 2021, 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 \$100,000. 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: Joshua Abraham

CONTRACTOR: West Oakland Environmental Indicators Project  
349 Mandela Parkway  
Oakland, CA 94607  
Attn: Brian Beveridge

14. ADDITIONAL PROVISIONS – All attachment(s) to this Contract are expressly incorporated herein by this reference and made a part hereof as though fully set forth.
15. EMPLOYEES OF CONTRACTOR
- A. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation, vacation replacements, sick leave, severance pay, and pay for legal holidays.
  - B. CONTRACTOR, its officers, employees, agents, or representatives shall not be considered employees or agents of DISTRICT, nor shall CONTRACTOR, its officers, employees, agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by DISTRICT to its employees.

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

Reviewed or Approved by BAAQMD,” unless DISTRICT has waived its requirement for prior approval pursuant to paragraph A of this section.

- C. Information, data, documents, or reports developed by CONTRACTOR for DISTRICT, pursuant to this Contract, shall be part of DISTRICT’s public record, unless otherwise indicated. CONTRACTOR may use or publish, at its own expense, such information, provided DISTRICT approves use of such information in advance. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract.

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

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

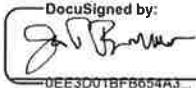
19. NON-DISCRIMINATION – In the performance of this Contract, CONTRACTOR shall not discriminate in its recruitment, hiring, promotion, demotion, and termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, medical condition,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

23. ATTORNEYS' FEES – In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.
24. FORCE MAJEURE – Neither DISTRICT nor CONTRACTOR shall be liable for or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, 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

WEST OAKLAND ENVIRONMENTAL  
INDICATORS PROJECT

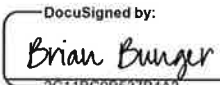
By:   
\_\_\_\_\_  
Jack P. Broadbent  
Executive Officer/APCO

By:   
\_\_\_\_\_  
Brian Beveridge  
Co-Director

Date: 9/1/2020  
\_\_\_\_\_

Date: 8/28/2020  
\_\_\_\_\_

Approved as to form:  
District Counsel

By:   
\_\_\_\_\_  
Brian C. Bunger  
District Counsel

9/1/2020

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

DISTRICT partnered with CONTRACTOR and a community-based Steering Committee to develop a Community Emissions Reduction Plan (CERP) to serve as a blueprint for improving air quality in West Oakland. The CERP for West Oakland identified over 80 strategies to be implemented over the next several years. In the implementation phase of the CERP, CONTRACTOR and multiple stakeholders will form a new West Oakland CERP Steering Committee that will meet quarterly, as well as form a new leadership committee that will meet monthly, to plan the implementation and prioritization of the various mitigating strategies to reduce both air pollution emissions and exposure to air pollution in West Oakland. Consistent with Assembly Bill (AB) 617 (C. Garcia, Chapter 136, Statutes of 2017), CONTRACTOR and DISTRICT will continue to partner with each other to support the implementation phase of the CERP. In addition, DISTRICT seeks to build a region-wide Environmental Justice Coalition of community-based organizations. Upon DISTRICT's request, CONTRACTOR shall assist the DISTRICT in building the Environmental Justice Coalition to further develop AB 617 community-led emissions reduction plans.

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

A. CERP

1. Work with DISTRICT to create agendas and define necessary content for the West Oakland CERP Steering Committee and its subcommittees to assess, advocate for, and implement strategies.
2. Devise and present trainings and other information sharing programs to support informed deliberation and decision-making by the West Oakland CERP Steering Committee.
3. Create and manage the West Oakland CERP Steering Committee's relationships with other agencies, i.e. City of Oakland, Port of Oakland, County of Alameda, Alameda County Health Department, CalTrans, EBMUD, local and regional business interests.
4. Co-chair West Oakland CERP Steering Committee meetings and support its subcommittees' work.
5. Communicate process documentation to community members.
6. Create and manage website and social media communications.
7. Work with facilitation and logistics contractors, designers, graphics and media artists, technologists and others to craft messaging and information materials.
8. Support West Oakland CERP Steering Committee members with leadership development and technical education.
9. Expand community outreach for education, engagement and political support of implementation strategies.

B. Environmental Justice Coalition

1. Consult with DISTRICT on issues related to community perspective on engagement issues.
2. Consult with emission impacted communities on issues related to partnering with DISTRICT and working with researchers (regulatory, academic, and private industry).
3. Provide training to agencies and communities regarding collaborative process, data gathering, data translation, visualization, and communication.
4. Mentor community steering committee members.
5. Develop and guide a Bay Area regional Clean Air Action Plan (CAAP) collaborative or advocacy initiative.

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT  
MASTER SERVICES CONTRACT  
WEST OAKLAND ENVIRONMENTAL INDICATORS PROJECT  
CONTRACT NO. 2020.184  
Task Order No. 1**

**IMPLEMENTATION OF THE WEST OAKLAND COMMUNITY EMISSIONS REDUCTION PLAN (CERP)  
– In consultation with DISTRICT, CONTRACTOR shall perform all of the following tasks:**

**Task 1.1: Participation as a Co-Lead Member (up to 4 meetings per month)**

CONTRACTOR will participate as a Co-Lead member of the West Oakland Community Emissions Reduction Plan (CERP) Steering Committee alongside DISTRICT for the West Oakland CERP implementation. CONTRACTOR will attend bi-weekly Co-Leads meetings and will play an active role in discussions aimed towards advancing the implementation of emissions reduction strategies in West Oakland. CONTRACTOR will assist DISTRICT with developing and guiding the agendas, facilitating the meetings, and reviewing documents. CONTRACTOR will also assist DISTRICT with shaping presentations and materials for the Steering Committee review. In addition to bi-weekly meetings, CONTRACTOR will make itself available for alternate week Co-Leads meetings as necessary. Co-Leads meetings will be up to 2 hours in length and will occur at either CONTRACTOR's office, DISTRICT's office or via videoconference.

*Deliverables:* Agenda development and guidance, emissions reduction strategy implementation planning, document review, meeting facilitation, and meeting participation.

**Task 1.2: Convene and Host Steering Committee Meetings (up to 1 meeting per month)**

CONTRACTOR will convene and host Steering Committee meetings for CERP stakeholders. CONTRACTOR, with assistance from a DISTRICT's third-party facilitation/logistics team, will secure a venue for meetings, perform outreach, develop and provide in meeting trainings, develop meeting flow design, arrange for presentations, facilitate discussion and document the Steering Committee process. Steering Committee meetings will be held at the West Oakland Senior Center or another secured venue, or remotely through videoconference platforms (Zoom, Google Meet, etc.) when necessary. Meetings will be held for a minimum of 1 hour but can last up to 3 hours. CONTRACTOR trainings will occur at Steering Committee meetings and will also be made available via videoconference when necessary. CONTRACTOR, with assistance from the facilitation/logistics team, will provide meals for stakeholders at in-person Steering Committee meetings, at a meals cost of up to \$450 per meeting. CONTRACTOR's leadership development and facilitation trainings may take up to 4 hours to develop and may take up to 3 hours to deliver to all Steering Committee meeting attendees.

*Deliverables:* Steering Committee training programs, agenda development and guidance, emission reduction strategy implementation planning, meeting facilitation, meeting participation and dinner provided.



**Task 1.3: Support and Oversee CERP Steering Committee Subcommittee Meetings (up to 8 meetings per month)**

CONTRACTOR will provide leadership and facilitation training for each of the four CERP Steering Committee subcommittee Co-Chairs. CONTRACTOR will guide the Co-Chairs as they transition toward a leadership role during the emissions strategy implementation phase of the CERP. During the meetings, CONTRACTOR will oversee the discussion, collaborate with the Co-Chairs as they move through the agenda and prepare action items for Steering Committee presentations. CONTRACTOR will assist with identifying meeting objectives and determining emission strategy prioritization. CONTRACTOR will also guide and assist Co-Chairs and subcommittee members in developing effective strategies to engage lead agencies (Port of Oakland, CalTrans, MTC, OakDOT, Alameda County Public Health, City of Oakland, EBMUD, etc.) that will be instrumental partners toward implementation of prioritized strategies. CONTRACTOR trainings will occur at subcommittee meetings and will also be made available via videoconference when necessary. Subcommittee meetings are anticipated to be up to two hours in length and will be held at the West Oakland Senior Center or another secured venue, or remotely via videoconference. CONTRACTOR trainings may take up to 4 hours to develop and may take up to 2 hours to deliver to all subcommittee meeting attendees.

*Deliverables:* Leadership and facilitation training of the subcommittee Co-Chairs and members, meeting attendance, guidance of the implementation strategy prioritization, assistance with agency engagement.

**Task Order Contact:**

CONTRACTOR's contact person under this Task Order No. 1 shall be Brian Beveridge at [brian.woeip@gmail.com](mailto:brian.woeip@gmail.com). DISTRICT's contact person under this Task Order shall be Joshua Abraham at [jabraham@baaqmd.gov](mailto:jabraham@baaqmd.gov).

**Task Order Cost:** DISTRICT will pay CONTRACTOR on a time and materials basis at the hourly rates listed in the table below, up to a Task Order No. 1 maximum amount of \$70,000. Expenses will be billed at the actual costs they are incurred. CONTRACTOR shall provide receipts for all expenses. Payment will be made within thirty (30) calendar days after receipt of CONTRACTOR's invoice.

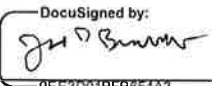
Staff	Category	Hourly Rate
Brain Beveridge	Co-Director	\$125.00
Ms. Margaret Gordon	Co-Director	\$125.00
Jhamere Howard	Outreach Specialist	\$75.00
Phoenix Armenta	Project Associate	\$75.00

**Task Order Duration:** All Tasks shall be completed by July 31, 2021.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

WEST OAKLAND ENVIRONMENTAL  
INDICATORS PROJECT

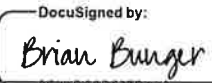
By:    
DocuSigned by:  
0EE3D01BF8654A3...  
Jack P. Broadbent  
Executive Officer/APCO

By:    
Brian Beveridge  
Co-Director

Date: 9/1/2020

Date: 8/28/2020

Approved as to form:  
District Counsel

By:  9/1/2020  
DocuSigned by:  
2C11BC0B537B4A2...  
Brian C. Bunger  
District Counsel

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT  
MASTER SERVICES CONTRACT  
WEST OAKLAND ENVIRONMENTAL INDICATORS PROJECT  
CONTRACT NO. 2020.184  
Task Order No. 2**

**REGIONAL AND STATEWIDE ENVIRONMENTAL JUSTICE CONSULTATION – In consultation with DISTRICT, CONTRACTOR shall perform all of the following tasks:**

**Task 2.1: Support Regional Environmental Justice Initiatives, AB 617 Steering Committee Assessment, Training and Development**

In consultation with DISTRICT, CONTRACTOR will develop in-house training for best practices for working with community members and groups. Incorporating multi-community feedback, CONTRACTOR will provide advice to the DISTRICT on how to address regional issues related to AB 617 implementation such as formation of an Environmental Justice Working Group, community selection, permitting, and emissions reductions. CONTRACTOR will assess the development of regional community coalitions as they evolve and will chart a course forward given the unique circumstances presented.

*Deliverables:* Attendance and participation at working group meetings for developing AB 617 communities (East San Francisco, East Oakland, etc.). Regional assessments of the community driven processes. AB 617 organizational partner selection and networking. Regional Steering Committee presentations.

**Task 2.2: Statewide Efforts**

CONTRACTOR will assist with making changes made in the statewide AB 617 program to allow for authentic community decision-making and for more consistent approaches across air districts. CONTRACTOR will assist with development of funding strategies that provide for communities through the full life cycle of the program. CONTRACTOR will work with community groups across the State and on occasion, communicate with the California Air Resources Board and elected representatives in Sacramento.

*Deliverables:* Development of funding strategies and AB 617 program adjustments. Attendance and participating at meetings with Statewide AB 617 stakeholders, State legislative representatives and DISTRICT legislative liaisons. Compose and send written communication to State representatives. Collaborate with Statewide community groups and Air Districts.

**Task Order Contact:**

CONTRACTOR's contact person under this Task Order shall be Brian Beveridge at [brian.woeip@gmail.com](mailto:brian.woeip@gmail.com). DISTRICT's contact person under this Task Order shall be Joshua Abraham at [jabraham@baaqmd.gov](mailto:jabraham@baaqmd.gov).

**Task Order Cost:** DISTRICT will pay CONTRACTOR on a time and materials basis at the hourly rates listed in the table below, up to a maximum Task Order No. 2 amount of \$30,000. Expenses will be billed at the actual costs they are incurred. CONTRACTOR shall provide receipts for all expenses. Payment will be made within thirty (30) calendar days after receipt of CONTRACTOR's invoice.

Staff	Category	Hourly Rate
Brain Beveridge	Co-Director	\$125.00
Ms. Margaret Gordon	Co-Director	\$125.00
Jhamere Howard	Outreach Specialist	\$75.00
Phoenix Armenta	Project Associate	\$75.00

**Task Order Duration:** All Tasks shall be completed by July 31, 2021.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

WEST OAKLAND ENVIRONMENTAL  
INDICATORS PROJECT

By: DocuSigned by:  
*Jeff McKay*  
382C71570CFB4FB...  
\_\_\_\_\_  
Jack P. Broadbent  
Executive Officer/APCO

By: *Brian Beveridge*  
\_\_\_\_\_  
Brian Beveridge  
Co-Director

Date: 9/1/2020

Date: 8/28/2020

Approved as to form:  
District Counsel

By: DocuSigned by:  
*Brian Bunger*  
2C119C08537B4A2... 9/1/2020  
\_\_\_\_\_  
Brian C. Bunger  
District Counsel

**AMENDMENT NO. 2 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2020.184**

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, October 19, 2021.

**RECITALS:**

1. The Bay Area Air Quality Management District ("DISTRICT") and **West Oakland Environmental Indicators Project** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract to support the implementation phase of the Community Emissions Reduction Plan and efforts in building the Environmental Justice Coalition to further develop Assembly Bill 617 community-led emissions reduction plans (the "Contract"), which Contract was executed on behalf of CONTRACTOR on August 28, 2020 and on behalf of DISTRICT on September 1, 2020.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated June 30, 2021, for reference purposes only, to amend the term of the Contract.
3. The PARTIES seek to amend the term, total maximum cost, and General Description of Services 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, up to the new term end date.
4. In accordance with Section 29 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 5, "Term." The term of the Contract shall be extended so that the termination date of the Contract is now December 31, 2022.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph C of Section 9, "Agreement to Provide Services," of the Contract to replace "\$100,000" with "\$200,000."
3. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment A, General Description of Services of the Contract with the attached "Attachment A-1,

General Description of Services” and agree that all references in the Contract to Attachment A shall be deemed refer to Attachment A-1, General Description of Services.

- 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

WEST OAKLAND ENVIRONMENTAL  
INDICATORS PROJECT

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

By: \_\_\_\_\_  
Brian Beveridge  
Co-Director

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

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

Approved as to form:  
District Counsel

By: \_\_\_\_\_  
Adan Schwartz  
Acting District Counsel

**Attachment A-1**  
**General Description of Services**

DISTRICT partnered with CONTRACTOR and a community-based Steering Committee to develop a Community Emissions Reduction Plan (CERP) to serve as a blueprint for improving air quality in West Oakland. The CERP for West Oakland identified over 80 strategies to be implemented over the next several years. In the implementation phase of the CERP, CONTRACTOR and multiple stakeholders will form a new West Oakland CERP Steering Committee that will meet quarterly, as well as form a new leadership committee that will meet monthly, to plan the implementation and prioritization of the various mitigating strategies to reduce both air pollution emissions and exposure to air pollution in West Oakland. Consistent with Assembly Bill (AB) 617 (C. Garcia, Chapter 136, Statutes of 2017), CONTRACTOR and DISTRICT will continue to partner with each other to support the implementation phase of the CERP. In addition, DISTRICT seeks to build a region-wide Environmental Justice Coalition of community-based organizations. Upon DISTRICT's request, CONTRACTOR shall assist the DISTRICT in building the Environmental Justice Coalition to further develop AB 617 community-led emissions reduction plans.

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

A. CERP

1. Work with DISTRICT to create agendas and define necessary content for the West Oakland CERP Steering Committee and its subcommittees to assess, advocate for, and implement strategies.
2. Devise and present trainings and other information sharing programs to support informed deliberation and decision-making by the West Oakland CERP Steering Committee.
3. Create and manage the West Oakland CERP Steering Committee's relationships with other agencies, i.e. City of Oakland, Port of Oakland, County of Alameda, Alameda County Health Department, CalTrans, EBMUD, local and regional business interests.
4. Co-chair West Oakland CERP Steering Committee meetings and support its work.
5. Communicate process documentation to community members.
6. Create and manage website and social media communications.
7. Work with facilitation and logistics contractors, designers, graphics and media artists, technologists and others to craft messaging and information materials.
8. Support West Oakland CERP Steering Committee members with leadership development and technical education.
9. Expand community outreach for education, engagement and political support of implementation strategies.
10. Mentor community steering committee members.

B. Environmental Justice Consultation

1. Consult with DISTRICT on issues related to community perspective on engagement issues, both regional and statewide.
2. Consult with emission impacted communities on issues related to partnering with DISTRICT and working with researchers (regulatory, academic, and private industry).
3. Provide training to agencies and communities regarding collaborative process, data gathering, data translation, visualization, and communication.



**BAY AREA AIR QUALITY MANAGEMENT DISTRICT  
MASTER SERVICES CONTRACT  
WEST OAKLAND ENVIRONMENTAL INDICATORS PROJECT  
CONTRACT NO. 2020.184  
Task Order No. 3**

**IMPLEMENTATION OF THE WEST OAKLAND COMMUNITY EMISSIONS REDUCTION PLAN (CERP)  
– In consultation with DISTRICT, CONTRACTOR shall perform all of the following tasks:**

**Task 1: Participation as a Co-Lead Member (up to 4 meetings per month)**

CONTRACTOR will participate as a Co-Lead member of the West Oakland Community Emissions Reduction Plan (CERP) Steering Committee alongside DISTRICT for the West Oakland CERP implementation. CONTRACTOR will attend bi-weekly Co-Leads meetings and will play an active role in discussions aimed towards advancing the implementation of emissions reduction strategies in West Oakland. CONTRACTOR will assist DISTRICT with developing and guiding the agendas for Co-Leads meetings, facilitating the meetings, and reviewing documents. CONTRACTOR will also assist DISTRICT with shaping presentations and materials for the Steering Committee review. In addition to bi-weekly meetings, CONTRACTOR will make itself available for alternate week Co-Leads meetings as necessary. Co-Leads meetings will be up to 2 hours in length and will occur at either CONTRACTOR's office, DISTRICT's office or via videoconference.

*Deliverables:* Agenda development and guidance, emissions reduction strategy implementation planning, document review, meeting facilitation, and meeting participation.

**Task 2: Convene and Host Steering Committee Meetings (up to 1 meeting per month)**

CONTRACTOR will convene and host Steering Committee meetings for CERP stakeholders. CONTRACTOR, with assistance from a DISTRICT's third-party facilitation/logistics team, will secure a venue for meetings, perform outreach, develop and provide in meeting trainings, develop meeting flow design, arrange for presentations, facilitate discussion and document the Steering Committee process. Steering Committee meetings will be held at the West Oakland Senior Center or another secured venue, or remotely through videoconference platforms (Zoom, Google Meet, etc.) when necessary. Meetings will be held for a minimum of 1 hour but can last up to 3 hours. CONTRACTOR trainings will occur at Steering Committee meetings and will also be made available via videoconference when necessary. CONTRACTOR, with assistance from the facilitation/logistics team, will provide meals for stakeholders at in-person Steering Committee meetings, at a meals cost of up to \$450 per meeting. CONTRACTOR's leadership development and facilitation trainings may take up to 4 hours to develop and may take up to 3 hours to deliver to all Steering Committee meeting attendees.

*Deliverables:* Steering Committee training programs, agenda development and guidance, emission reduction strategy implementation planning, meeting facilitation, meeting participation and dinner provided.

**Task 3: Support and Oversee CERP Steering Committee with Training and Mentoring Meetings (up to 8 meetings per month)**

CONTRACTOR will provide leadership and facilitation training for the Steering Committee members. CONTRACTOR will guide the Co-Chairs as they transition toward a leadership role during the emissions strategy implementation phase of the CERP. During the meetings, CONTRACTOR will oversee the discussion, collaborate with the Co-Chairs as they move through the agenda and prepare action items for Steering Committee presentations. CONTRACTOR will assist with identifying meeting objectives and determining emission strategy prioritization. CONTRACTOR will also guide and assist Steering Committee members and/or ad hoc committee members in developing policies, protocols or information to aid the Steering Committee in prioritizing Strategies, or overseeing Strategy implementation. CONTRACTOR will assist the Steering Committee in developing effective strategies to engage lead agencies (including, but not limited to Port of Oakland, CalTrans, MTC, OakDOT, Alameda County Public Health, City of Oakland, EBMUD) that will be instrumental partners toward implementation of prioritized strategies. CONTRACTOR trainings will occur at Steering Committee, ad hoc and other meetings as requested by the Steering Committee and will also be made available via videoconference when necessary. CONTRACTOR trainings may take up to 4 hours to develop and may take up to 2 hours to deliver to all Steering Committee meeting attendees.

*Deliverables:* Leadership and facilitation training of the Steering Committee and members, meeting attendance, guidance of the implementation strategy prioritization, assistance with agency engagement.

**Task Order Contact:**

CONTRACTOR’s contact person under this Task Order No. 3 shall be Brian Beveridge at [bbeveridge@woeip.org](mailto:bbeveridge@woeip.org). DISTRICT’s contact person under this Task Order shall be Joshua Abraham at [jabraham@baaqmd.gov](mailto:jabraham@baaqmd.gov).

**Task Order Cost:** DISTRICT will pay CONTRACTOR on a time and materials basis at the hourly rates listed in the table below, up to a Task Order No. 3 maximum amount of \$70,000. Expenses will be billed at the actual costs they are incurred. CONTRACTOR shall provide receipts for all expenses. Payment will be made within thirty (30) calendar days after receipt of CONTRACTOR’s invoice.

Staff	Category	Hourly Rate
Brian Beveridge	Co-Director	\$125.00
Ms. Margaret Gordon	Co-Director	\$125.00
TBD	Project Manager	\$75.00
TBD	Communications Associate	\$75.00

**Task Order Duration:** All Tasks shall be completed by December 31, 2022.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

WEST OAKLAND ENVIRONMENTAL  
INDICATORS PROJECT

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

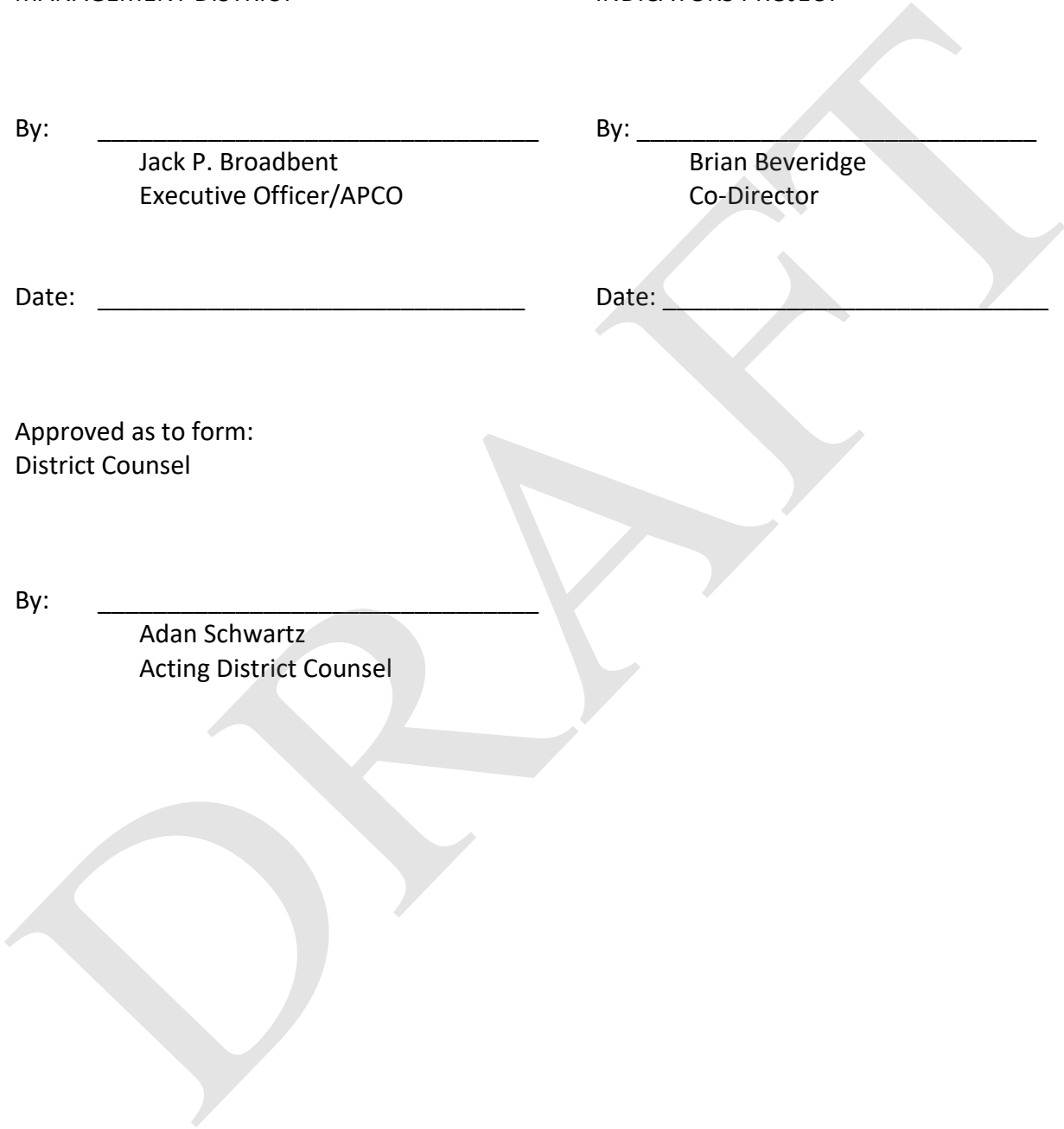
By: \_\_\_\_\_  
Brian Beveridge  
Co-Director

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

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

Approved as to form:  
District Counsel

By: \_\_\_\_\_  
Adan Schwartz  
Acting District Counsel



**BAY AREA AIR QUALITY MANAGEMENT DISTRICT  
MASTER SERVICES CONTRACT  
WEST OAKLAND ENVIRONMENTAL INDICATORS PROJECT  
CONTRACT NO. 2020.184  
Task Order No. 4**

**REGIONAL AND STATEWIDE ENVIRONMENTAL JUSTICE CONSULTATION – In consultation with DISTRICT, CONTRACTOR shall perform all of the following tasks:**

**Task 1: Support Regional Environmental Justice Initiatives, AB 617 Steering Committee Assessment, Training and Development**

In consultation with DISTRICT, CONTRACTOR will develop in-house training for best practices for working with community members and groups. Incorporating multi-community feedback, CONTRACTOR will provide advice to the DISTRICT on how to address regional issues related to Environmental Justice issues and AB 617 implementation such as formation of the Community Advisory Council, community selection, permitting, and emissions reductions. CONTRACTOR will assess the development of regional community coalitions as they evolve and will chart a course forward given the unique circumstances presented.

*Deliverables:* Attendance and participation at working group meetings for developing AB 617 communities (East San Francisco, East Oakland, etc.). Regional assessments of the community driven processes. AB 617 organizational partner selection and networking. Regional Steering Committee presentations.

**Task 2: Statewide Efforts**

CONTRACTOR will assist with making changes made in the statewide AB 617 program to allow for authentic community decision-making and for more consistent approaches across air districts. CONTRACTOR will assist with development of funding strategies that provide for communities through the full life cycle of the program. CONTRACTOR will work with community groups across the State and on occasion, communicate with the California Air Resources Board and elected representatives in Sacramento.

*Deliverables:* Development of funding strategies and AB 617 program adjustments. Attendance and participating at meetings with Statewide AB 617 stakeholders, State legislative representatives and DISTRICT legislative liaisons. Compose and send written communication to State representatives. Collaborate with Statewide community groups and Air Districts.

**Task Order Contact:**

CONTRACTOR's contact person under this Task Order shall be Brian Beveridge at [bbeveridge@woeip.org](mailto:bbeveridge@woeip.org). DISTRICT's contact person under this Task Order shall be Joshua Abraham at [jabraham@baaqmd.gov](mailto:jabraham@baaqmd.gov).

**Task Order Cost:** DISTRICT will pay CONTRACTOR on a time and materials basis at the hourly rates listed in the table below, up to a maximum Task Order No. 4 amount of \$30,000. Expenses will be billed at the actual costs they are incurred. CONTRACTOR shall provide receipts for all expenses. Payment will be made within thirty (30) calendar days after receipt of CONTRACTOR's invoice.

Staff	Category	Hourly Rate
Brian Beveridge	Co-Director	\$125.00
Ms. Margaret Gordon	Co-Director	\$125.00
TBD	Project Manager	\$75.00
TBD	Communications Associate	\$75.00

**Task Order Duration:** All Tasks shall be completed by December 31, 2022.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

WEST OAKLAND ENVIRONMENTAL  
INDICATORS PROJECT

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

By: \_\_\_\_\_  
Brian Beveridge  
Co-Director

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

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

Approved as to form:  
District Counsel

By: \_\_\_\_\_  
Adan Schwartz  
Acting District Counsel

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Cindy Chavez and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: October 29, 2021

Re: Authorization to Execute Contracts with RBA Creative LLC and Beth Altshuler  
Munoz Consulting

---

RECOMMENDED ACTIONS

1. Recommend the Board of Directors authorize the Executive Officer/APCO to execute a Professional Services Contract with RBA Creative LLC in an amount not to exceed \$106,500; and
2. Recommend the Board of Directors authorize the Executive Officer/APCO to execute a Professional Services Contract with Beth Altshuler Munoz Consulting, in an amount not to exceed \$83,500 to provide facilitation and technical and policy support of the Community Steering Committee and implementation teams for Assembly Bill (AB) 617 West Oakland Community Action Plan.

BACKGROUND

Due to its emissions profile and proximity to sensitive receptors, the California Air Resources Board (CARB) selected West Oakland among the first designated AB 617 communities in the State of California. West Oakland Environmental Indicators Project (WOEIP), in its role as a Co-Lead with the Air District, convened a Steering Committee to provide authentic community-based guidance to the AB 617 process in West Oakland. Given the extensive historical air monitoring data collected by West Oakland, the Steering Committee elected to move forward with a Community Emissions Reduction Plan (CERP). In partnership with the Air District, WOEIP and the West Oakland AB 617 Steering Committee identified over eighty emission reduction strategies. The West Oakland Community Emission Reduction Plan (CERP), also known as the Community Action Plan, was adopted by the District's and the California Air Resources Board's respective governing bodies in 2019. The implementation timeline is 5 years.

To support the implementation of the Community Action Plan, the Air District conducted a Request for Qualifications in 2020 to seek consultants to provide facilitation and technical support of the Co-Leads and Community Steering Committee and sub-committees. RBA Creative LLC and Beth Altshuler Munoz Consulting were the two consulting firms selected through this process and for the past year, worked closely with the WOEIP and the Air District

on supporting the Community Steering Committee and implementation of the emissions reduction strategies in the CERP (Community Emission Reduction Plan).

## DISCUSSION

The proposed Professional Service Contracts are designed to continue the services provided by these consultant firms (Beth Altshuler Munoz Consulting – 2020.235 & RBA Creative LLC – 2020.241) into year two of the policy implementation phase of the Community Action Plan.

During this critical time, the Co-Leads (WOEIP and Air District), steering committee members and implementation teams will work with stakeholders to realize and achieve selected emission reduction strategies. To this end, the West Oakland AB 617 process requires neutral facilitation, meeting logistics and policy expertise support.

The West Oakland CERP is in a time of transition after the initial year of implementation. A realignment and structural adjustment to the organizational chart, roles and responsibilities is presently underway. Adequate consultant staffing will allow Community Engagement and Planning staff to maintain adequate level of support for the robust structure that includes Co-Leads, Steering Committee and Implementation Teams through the transition to a new organizational structure. Additionally, earlier this year, our community partner, WOEIP, experienced unforeseen staffing changes which resulted in challenges for coordination and support to implement the West Oakland CERP. The consultants are integral to support CERP implementation in West Oakland by supporting WOEIP in filling gaps created by staffing vacancies at WOEIP.

The consultants will provide support to the Co-Leads by assisting with the following tasks:  
RBA Creative, LLC (Contract not to exceed \$106,500)

- Co-Lead and Steering Committee meeting facilitation, including preparation for and facilitation of weekly co-leads meetings
- Technical support during virtual meetings
- Working with WOEIP on community outreach and recruitment
- Stipend administration to community members

Beth Altshuler Munoz Consulting (Contract not to exceed \$83,500)

- Participation in Co-Leads and Steering Committee meetings
- Convening and facilitating Implementation Teams
- Implementation strategy research
- Collaboration with West Oakland Community Air Plan governmental agency partners

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for the contracts is included in the Fiscal Year Ending 2022 budget for the Community Engagement Office.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Joshua Abraham

Reviewed by: Veronica Eady

Attachment 10A: Draft Professional Services Contract No. 2021.198

Attachment 10B: Draft Professional Services Contract No. 2021.197



**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**PROFESSIONAL SERVICES CONTRACT**

**CONTRACT NO. 2021.198**

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 **RBA Creative, LLC** (“CONTRACTOR”) whose address is 3718 MacArthur Blvd., Oakland, CA 94619.
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 A-E above.
4. TERM – The term of this Contract is from December 1, 2021 to November 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 \$106,500.
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 \$106,500. 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: Joshua Abraham

CONTRACTOR: RBA Creative, LLC  
490 Lake Park Ave, #16242  
Oakland, CA 94610  
Attn: Randolph Belle

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

RBA CREATIVE, LLC

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

By: \_\_\_\_\_  
Randolph Belle  
Principal

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

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

Approved as to form:  
District Counsel

By: \_\_\_\_\_  
Brian C. Bungler  
District Counsel



## ATTACHMENT A

### SCOPE OF WORK

DISTRICT created the Community Health Protection Program consistent with Assembly Bill 617 (AB 617) to further expand efforts to reduce community exposure to air pollutants in disproportionately impacted communities. DISTRICT partnered with West Oakland Environmental Indicators Project (WOEIP) and a community-based steering committee to develop a Community Emissions Reduction Plan (CERP) to serve as a blueprint for improving air quality in West Oakland. The CERP identified over 80 mitigating strategies to be implemented over the next several years.

WOEIP and multiple stakeholders formed a working group (or Steering Committee) that meets quarterly, as well as implementation teams that meet monthly to plan the prioritization of the various mitigating strategies to reduce both air pollution emissions and exposure to air pollution in the community. The Steering Committee is responsible for overseeing implementation actions by various agencies and reporting progress to the broader community and to the California Air Resources Board (CARB). Many of the strategies depend on action and collaboration between community members, business leaders, and government agencies.

CONTRACTOR shall provide logistics and facilitation support to help ensure that the implementation phase of the CERP proceeds smoothly and efficiently toward tangible results over time.

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

##### **1.1 Project Administration**

CONTRACTOR shall provide project administration support to the project team which is comprised of DISTRICT, WOEIP, and other DISTRICT third-party consultants. Tasks include meeting attendance, task coordination, phone calls, project partner coordination, and other planning activities. CONTRACTOR shall maintain an existing file-sharing system, provide file naming conventions, meeting agenda and summary notes to be used for internal and Steering Committee meetings. CONTRACTOR will also maintain a participant tracking tool and communication protocol to monitor meeting attendance and interaction at the meetings. CONTRACTOR will research alternative virtual meeting platforms and present options to the Co-Leads (DISTRICT and WOEIP) that may replace current utilized platforms. Virtual meeting platforms will be evaluated based on ease of use, interactive capabilities, potential networking features and ability to connect to multiple devices. CONTRACTOR will provide logistics and scheduling 2022 in-person meetings.

##### *Deliverables:*

1. Meeting agendas and post meeting summaries.
2. Technological support for virtual meetings.
3. Present options to the co-leads for alternate virtual hosting platforms.
4. Maintain participant/Steering Committee tracking tool.
5. Meet weekly with community partner, WOEIP and the DISTRICT to plan and prioritize tasks.
6. Provide logistics and scheduling services for in person meetings (retreats, Town Halls, etc.)

##### **1.2 Stipend Administration**

CONTRACTOR shall coordinate and process stipends to eligible Steering Committee members and

community/resident participants. The stipend amount shall be \$100 per meeting attended (monthly Steering Committee or Implementation meetings, Town Halls, etc.). CONTRACTOR will maintain a stipend administration program and protocol utilizing the participant tracking system described in Task 1.1 to administer stipends and Internal Revenue Service Form-1099 to Steering Committee participants. CONTRACTOR will process and distribute stipends to participants in a timely manner. CONTRACTOR will track all stipends that have been distributed.

*Deliverables:*

1. List of stipend recipients and the amount of stipend distributed.
2. Timely delivery of stipend payments
3. Develop and maintain a stipend tracking spreadsheet.

**Task 2: Steering Committee Meetings**

**2.1 Steering Committee Meetings**

Upon the request of DISTRICT or WOEIP, CONTRACTOR shall lead and facilitate monthly two-hour Steering Committee meetings. CONTRACTOR will facilitate segments of the meetings or small group breakout sessions. CONTRACTOR will develop meeting agendas, meeting summaries, and necessary meeting materials. CONTRACTOR will work collaboratively with DISTRICT and WOEIP to provide content expertise and advisory services to Steering Committee members.

*Deliverables:*

1. Facilitation of monthly Steering Committee meetings.
2. Development of meeting agendas and meeting summaries.
3. Development of PowerPoint presentations for meetings.

**2.2 Administration, Preparation, and Follow-Up for Steering Committee Meetings**

CONTRACTOR will prepare for Steering Committee meetings including review of documents associated with Steering Committee agenda items, reviewing transcribed notes from preparatory meetings with the Co-Leads, and Steering Committee members. Additional tasks include coordinating with featured presenters, Power Point slide deck creation and consolidating transcribed notes into a bullet point format. CONTRACTOR will develop all announcements for the Steering Committee meetings including e-mails, calls, and other forms of communication.

*Deliverables:*

1. Feedback on meeting agenda and process design.
2. Steering Committee announcements sent to the AB 617 member list.
3. Written summaries of observations and recommendations for meeting process and activities.

**Task 3: Community-Wide Engagement**

**3.1 Expand Community Participation in Committees**

CONTRACTOR will design and execute a comprehensive community outreach and engagement strategy to increase participation in the West Oakland Community Action Plan (WOCAP) planning activities including increased participation by West Oakland community residents in the Steering Committee, Implementation Teams, Ad Hoc Workgroups, and other planning activities. CONTRACTOR will develop an application and vetting process, with a focus on youth, long term residents, Latinx,

and Yemeni residents of West Oakland. CONTRACTOR will also conduct outreach to nonprofits and community service organizations in West Oakland with the goal of increasing Steering Committee participation. CONTRACTOR will provide support in developing WOEIP's website to maintain updated information on the implementation of the CERP, in addition to disseminating information through various community networks. To the extent possible, CONTRACTOR will conduct individual and small group meetings to targeted communities and spheres of influence. Specific tasks include coordinating and co-planning outreach and engagement activities with WOEIP, with the support of the DISTRICT.

*Deliverables:*

1. Written community-wide engagement plan.
2. Copies of outreach materials.
3. Application for participation.
4. Outline of vetting process.
5. Website content development for the community partner (WOEIP).
6. Meeting summaries from small group meetings.

**3.2 Strategy and Initiative Materials Development**

CONTRACTOR will develop program materials for the community and stakeholders to meet initiative goals. Work will include graphic design, print supervision, technical assistance, and program consultation.

*Deliverables:*

1. Emissions reduction implementation plan materials.

**3.3 Public (virtual) Community Workshop/Town Hall**

CONTRACTOR will design and produce community workshop(s) to share the progress of the WOCAP and get feedback from the community and stakeholders on the next steps. CONTRACTOR will work with the Steering Committee, implementation teams, and other stakeholders to develop event content. CONTRACTOR will facilitate the workshop in conjunction with the stakeholders and will develop the workshop agenda, activities, materials, and presentations. CONTRACTOR will also provide a summary of the workshop to be disseminated to the public. Specific tasks include physical and technological meeting logistics, and working with the Co-Leads, Steering Committee, outside vendors, and other stakeholders to develop event content.

*Deliverables:*

1. Publication plan and workshop announcements.
2. Copies of workshop agenda, materials and presentations.
3. Written summary of the workshop.

**Task 4: Co-Leads Meetings**

**4.1 Co-Leads Meetings and Special Topics Meetings**

CONTRACTOR will attend bi-weekly meetings with the Co-Leads (DISTRICT and WOEIP). In consultation with the Co-Leads, CONTRACTOR will prepare meeting agendas, take notes, and facilitate the meetings. The primary purpose of the Co-Leads meetings is to plan and prepare for the monthly Steering Committee meetings. CONTRACTOR will be an active participant in terms of

strategic planning for Steering Committee specific agenda items, presentations, and role assignment.

*Deliverables:*

1. Meeting attendance and participation list.
2. Meeting facilitation and recording action item assignments.
3. Meeting agendas and notes.

**4.2 Administration, Preparation, and Follow-Up for Co-Leads Meetings**

CONTRACTOR will prepare, take notes, and follow-up for bi-weekly co-leads meetings.

*Deliverables:*

1. Meeting materials and presentations.
2. Meeting notes and action items.

DRAFT

**ATTACHMENT B**

**COST SCHEDULE**

DISTRICT will pay CONTRACTOR on a time-and-materials basis to complete all tasks outlined in the Scope of Work, up to a maximum amount of \$106,500.

**Labor:** DISTRICT will compensate CONTRACTOR for time spent completing the tasks at the hourly rates listed in the table below, up to a maximum amount of \$90,500:

<b>Role</b>	<b>Staff</b>	<b>Hourly Rate</b>
Principal	Randolph Belle	\$200
Administrative Support	Erica Wright-Belle or Beatriz Moreno	\$100

CONTRACTOR will submit monthly invoices for payment for the number of hours worked in the previous month. Payment will be made in accordance with Section 8 (“Payment”) of this Contract.

**Expenses:** DISTRICT will pay CONTRACTOR a single lump sum payment of \$16,000 to cover stipends for eligible Steering Committee participants. Any other expenses incurred by CONTRACTOR must be approved in writing by DISTRICT in advance. Expenses shall be billed to the DISTRICT at the actual costs they are incurred. Payment will be made in accordance with Section 8 (“Payment”) of this Contract.

**Total cost of Contract not to exceed \$106,500.**

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**PROFESSIONAL SERVICES CONTRACT**

**CONTRACT NO. 2021.197**

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 **Beth Altshuler Muñoz** (“CONTRACTOR”) whose address is 712 Mandana Blvd., Oakland, CA 94610.
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 A-E above.
4. TERM – The term of this Contract is from December 1, 2021 to November 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 \$83,410.
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 \$83,410. 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: Joshua Abraham

CONTRACTOR: Beth Altshuler Muñoz  
712 Mandana Blvd.  
Oakland, CA 94610  
Attn: Beth Altshuler Muñoz

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

BETH ALTSHULER MUÑOZ

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

By: \_\_\_\_\_  
Beth Altshuler Muñoz  
Sole Proprietor

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

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

Approved as to form:  
District Counsel

By: \_\_\_\_\_  
Adan Schwartz  
Acting District Counsel

## ATTACHMENT A

### SCOPE OF WORK

DISTRICT created the Community Health Protection Program consistent with Assembly Bill 617 (AB 617) to further expand efforts to reduce community exposure to air pollutants in disproportionately impacted communities. DISTRICT partnered with West Oakland Environmental Indicators Project (WOEIP) and a community-based steering committee to develop a Community Emissions Reduction Plan (CERP) to serve as a blueprint for improving air quality in West Oakland. The CERP identified over 80 mitigating strategies to be implemented over the next several years.

WOEIP and multiple stakeholders formed a working group (or Steering Committee) that meets quarterly, as well as four subcommittees that meets monthly to plan the implementation and prioritization of the various mitigating strategies to reduce both air pollution emissions and exposure to air pollution in the community. The Steering Committee is responsible for overseeing implementation actions by various agencies and reporting progress to the broader community and to the California Air Resources Board. Many of the strategies depend on action and collaboration between community members, business leaders, and government agencies.

CONTRACTOR has provided and shall continue to provide logistics and facilitation support to help ensure that the implementation phase of the CERP proceeds smoothly and efficiently toward tangible results over time.

#### **Task 1: Project Initiation and Management**

##### **1.1 Project Administration and Planning**

CONTRACTOR shall provide project management and general coordination support to the project team comprising of DISTRICT, WOEIP, and other DISTRICT third-party consultant(s). Tasks include coordinating and/or developing correspondences, invoices, scopes, budgets, schedules, workflows, decision making roles, and team communication tools.

##### *Deliverables:*

1. Coordination meeting attendance with Air District staff, WOEIP and other project consultant(s).
2. Composing written correspondence drafts for the community partner (WOEIP).
3. Monthly budget reports that record the number of hours worked and resources remaining in the contract.
4. Monthly invoices and work status updates.

##### **1.2 Co-Leads Meetings**

DISTRICT will host calls with the Co-Leads (DISTRICT & WOEIP) every other week. CONTRACTOR will attend and participate in these calls and do the necessary preparation and follow-up to maximize each meeting's productivity and flow. CONTRACTOR shall contribute to/review agendas, follow-up action items and notes, and meeting materials for these calls. DISTRICT will inform CONTRACTOR in advance if their attendance is not required at specific meetings. Upon DISTRICT's request, CONTRACTOR shall also attend and participate in DISTRICT's special topics meetings.

*Deliverables:*

1. Meeting attendance.
2. Prepare presentations for Co-Lead agenda items that include Implementation Team content.
3. Record follow-up action items and disseminate meeting materials.

**Task 2: Steering Committee**

**2.1 Steering Committee Meetings**

CONTRACTOR shall attend and participate in monthly two-hour Steering Committee meetings to report on strategy implementation process and provide updates from the subcommittee and co-chair meetings.

*Deliverables:*

1. Participation in monthly Steering Committee meetings (budget assumes ten, two-hour meetings).

**2.2 Administration, Preparation, and Follow-Up for Steering Committee Meetings**

Upon DISTRICT's or WOEIP's request, CONTRACTOR shall play an active role in Steering Committee meetings and will create or contribute to meeting agendas, materials, activities, and presentation slides. CONTRACTOR shall also provide meeting facilitation and other meeting preparation and follow-up as needed.

*Deliverables:*

1. Develop Power Point slide decks for Implementation Team presentations at Steering Committee meetings.
2. Assist with the creation of agenda items.
3. Facilitate portions of the Steering Committee agenda.
4. Distribute notes and feedback to the Co-Leads and Steering Committee members.

**Task 3: West Oakland Community Action Plan (WOCAP) Implementation**

**3.1 Implementation Teams and Ad Hoc Workgroup Meetings**

CONTRACTOR shall work closely with subcommittee co-chairs, WOEIP, and DISTRICT to design, plan, and host WOCAP implementation team (implementation team) and/or Ad Hoc Workgroup meetings. The District shall determine the number, duration, and frequency of meetings during the project. Implementation teams and Ad Hoc workgroups will meet quarterly or more frequently as determined by project momentum and support from the Steering Committee. This task includes supporting the implementation team and Ad Hoc Workgroup leads in creating meeting agendas, slides, and other materials as well as facilitating meetings and providing summary notes and follow-up support. CONTRACTOR will share scheduling and correspondence responsibilities with WOEIP, and the implementation team and Ad Hoc Workgroup leads depending on the level of logistical support requested.

*Deliverables:*

1. Develop meeting materials.
2. Compose and send announcements and other email correspondence to implementation team and Ad Hoc Workgroup participants.

3. Facilitate and provide follow-up support for implementation team and/or Ad Hoc Workgroup meetings.

### **3.2 Strategy Implementation Support and Reporting**

Based on feedback from DISTRICT staff, WOEIP, the Steering Committee and implementation team members, CONTRACTOR shall research implementation strategies, communicate and collaborate with partner implementing agencies to take action, summarize and relay information back to DISTRICT, subcommittee and Steering Committee members, and provide policy and data analysis support as needed. This work will inform agenda creation and discussion at implementation team and steering committee meetings. Upon DISTRICT's request, CONTRACTOR will also provide support to DISTRICT staff and WOEIP on their annual reports in the fall of 2022. Support will include development of Power Point slides for CARB and Air District Board meetings, contributing to the creation of report materials that focus on implementation teams and policy related topics. CONTRACTOR will also prepare WOEIP, community members and partner agency staff to present on annual progress.

#### *Deliverables:*

1. Written summary of research findings.
2. Development of presentation materials.
3. Host preparation meetings with community partners, WOEIP and partner agency staff prior to Board and/or Committee presentations.
4. Meeting monthly with partner agency leadership and staff.

### **Task 4: Community-Wide Engagement**

#### **4.1 Expand Community Participation in WOCAP**

Upon DISTRICT's request, CONTRACTOR shall provide support to DISTRICT's third-party consultants in the form of reviewing materials, sharing information, and/or brainstorming engagement strategies. This task may also include supporting a virtual public town hall by providing input into workshop strategy and design, supporting materials creation, facilitating all or part of the workshop. This task could also include supporting the development of outreach/recruitment strategies and the creation of implementation team focused content for the virtual town hall.

#### *Deliverables:*

1. Support the public community workshop/town hall effort by providing input into workshop strategy and design, supporting materials creation, facilitation of all or part of the meeting, and other tasks as needed.



**ATTACHMENT B**

**COST SCHEDULE**

DISTRICT will pay CONTRACTOR on a time-and-materials basis to complete the tasks outlined in the Scope of Work, up to a maximum amount of \$83,410. DISTRICT will compensate CONTRACTOR for time spent completing the tasks at an hourly rate of \$190.00 per hour. Any expenses incurred by CONTRACTOR must be approved in writing by DISTRICT in advance and shall be billed to the DISTRICT at the actual costs they are incurred. CONTRACTOR will submit monthly invoices for the number of hours worked and expenses incurred in the previous month. Payment will be made in accordance with Section 8 (“Payment”) of this Contract.

**Total cost of Contract no to exceed \$83,410.**

DRAFT

**COMMITTEE CHAIR SUMMARY REPORT OF THE STATIONARY SOURCE  
AND CLIMATE IMPACTS COMMITTEE**

(Co-Chairs: John Bauters and Karen Mitchoff)

The Stationary Source and Climate Impacts Committee met on Monday, October 18, 2021, and approved the minutes of September 27, 2021. This meeting was conducted under procedures authorized by Assembly Bill 361. Members of the Committee participated by teleconference.

The Committee then reviewed and discussed the staff presentation *Draft Amendments to Rules 9-4 and 9-6*. Committee Co-Chairperson John Bauters asked Committee members how they felt about: 1) directing Air District staff to draft a Board Resolution that would create (by January 2022) a working group of community stakeholders, the findings of which would be reported to the Board on an annual basis; and 2) whether Air District staff should move forward with Regulation 9, Rules 4 and 6 (as drafted) to a final publication by early December 2021. The consensus of the Committee members present was to direct staff to do both of those things.

Finally, the Committee reviewed and discussed the staff presentation *Rule Development Process Improvements: Source Prioritization*.

The next meeting of this committee will be held on Monday, November 15, 2021, at 9:00 a.m., via webcast, pursuant to procedures in accordance with Assembly Bill 361. This concludes the report of the Stationary Source and Climate Impacts Committee.

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Cindy Chavez and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: October 29, 2021

Re: Report of the Stationary Source and Climate Impacts Committee Meeting of October  
18, 2021

---

RECOMMENDED ACTIONS

The Stationary Source and Climate Impacts (Committee) recommends Board of Directors (Board) approval of the following:

- A) Draft Amendments to Building Appliance Rules – Regulation 9, Rules 4 and 6; and
  - 1) None; receive and file.
- B) Rule Development Process Improvements: Source Prioritization.
  - 1) None; receive and file.

BACKGROUND

The Committee met on Monday, October 18, 2021, and received the following reports:

- A) Draft Amendments to Building Appliance Rules – Regulation 9, Rules 4 and 6; and
- B) Rule Development Process Improvements: Source Prioritization.

BUDGET CONSIDERATION/FINANCIAL IMPACT

- A) None; and
- B) None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Marjorie Villanueva  
Reviewed by: Vanessa Johnson

Attachment 11.2A: 10/18/2021 – Stationary Source and Climate Impacts Committee Meeting  
Agenda #3

Attachment 11.2B: 10/18/2021 – Stationary Source and Climate Impacts Committee Meeting  
Agenda #4

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairpersons John Bauters and Karen Mitchoff, and Members  
of the Stationary Source and Climate Impacts Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: October 12, 2021

Re: Draft Amendments to Building Appliance Rules – Regulation 9, Rules 4 and 6

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

Air District staff published draft amendments to Regulation 9, Rule 4: *Nitrogen Oxides from Fan Type Residential Central Furnaces* (“Rule 9-4”) and Regulation 9, Rule 6: *Nitrogen Oxides Emissions from Natural Gas-Fired Boilers and Water Heaters* (“Rule 9-6”) for public review and comment. Rule 9-4 currently applies to the natural gas-fired space-heating furnaces commonly found in single-family homes and Rule 9-6 applies to natural gas-fired water heaters commonly found in residential and commercial applications. These sources generate a substantial portion of nitrogen oxides emissions from sources in the Bay Area, and nitrogen oxides are a precursor to ozone and secondary particulate matter (PM) formation. The Air District’s 2017 Clean Air Plan identifies the importance of nitrogen oxide emission reductions from residential space heating appliances in measure SS30.

Draft amendments to Rules 9-4 and 9-6 would impact natural gas-fired space and water heating appliances. These include furnaces and water heaters used in single family homes, multifamily residences such as apartment buildings, and commercial spaces such as retail and office buildings. The Air District regulates these sources on a point-of-sale basis, requiring that equipment manufactured after the compliance date and installed within the geographical jurisdiction of the Air District meets the standards contained in the Rules. The draft amendments would apply to commercial as well as residential applications as well as non-central space heating configurations. Note that larger boilers used in industrial, institutional, and large commercial scenarios are generally subject to Regulation 9, Rule 7: *Nitrogen Oxides and Carbon Monoxide from Industrial, Institutional and Commercial Boilers, Steam Generators and Process Heaters* (“Rule 9-7”). Equipment subject to Rule 9-7 is not impacted by these draft rule amendments.

## DISCUSSION

Rule 9-4 currently imposes a nitrogen oxide (NO<sub>x</sub>) emission limit of 40 nanograms of NO<sub>x</sub> per joule of useful heat produced by the furnace (40 ng/joule) on central furnaces with a maximum heat input rating of 175,000 British thermal units per hour (BTU/hour) and requires that furnaces subject to this rule be certified to comply with this limit by their manufacturer. Furnaces in this size range are used in most single-family homes, some multi-unit dwellings, and some small commercial spaces in the Bay Area, but Rule 9-4 currently applies only to residential furnaces.

The draft amendments include an “ultra-low” NO<sub>x</sub> emission limit of 14 ng/joule applicable on July 1, 2023. Ultra-low NO<sub>x</sub> technology is currently widely available, and these types of furnaces can generally be installed without making substantial upgrades. Draft amendments also expand the applicability of the rule to devices used in non-residential settings as well as devices that are not considered “fan-type central furnaces,” including wall furnaces, direct vent units and other natural gas-fired space heating units. Rule 9-6 currently sets NO<sub>x</sub> emission standards for small boilers and water heaters, with existing standards varying based on size and equipment application.

The draft amendments to Rules 9-4 and 9-6 also include the introduction of a zero-NO<sub>x</sub> emissions standard for natural gas-fired furnaces and water heaters as shown below.

Jan. 1, 2027	Rule 9-6	Water heaters and boilers below 75,000 BTU/hr
Jan. 1, 2029	Rule 9-4	All commercial and residential furnaces
Jan. 1, 2031	Rule 9-6	Water heaters and boilers between 75,000 and 2 million BTU/hr

Technologies do currently exist to comply with a zero-NO<sub>x</sub> standard, but they are limited in availability and can be expensive. District staff intends for the longer-term compliance dates to provide manufacturers, suppliers, and consumers with a sufficient planning horizon for the proliferation of zero-NO<sub>x</sub> appliances into the market while realizing emissions reductions and positive health outcomes as soon as practicable.

The draft rule amendments for both Rules 9-4 and 9-6 include the requirement that an interim report be brought to the Board of Directors by the Air Pollution Control Officer two years prior to the compliance date for the zero-NO<sub>x</sub> standard. Staff discussed guiding principles and factors that should be included in this analysis with stakeholders throughout the rule development process as well as specifically during the most recent stakeholder working group meeting that was attended by community and environmental advocates, equipment manufacturers, local, regional and state government representatives and other industry stakeholders. Staff will continue to consider these equity guiding principles throughout the remainder of the rule development process as well as throughout the time frame between rule adoption and the future effective date of the zero-NO<sub>x</sub> standard. Further, staff will report on the status of the following factors at the time of the interim report:

- Access to economic benefits, including robust market availability and affordability
- Ease of installation and coordination with local requirements
- Assurance that policy promotes affordable housing and anti-displacement outcomes
- Access to health and safety benefits, including resiliency during climate events

Air District staff hopes to gain additional input on these outcome conditions from the public workshop, board committee meeting, and additional public engagement prior to proposal of final rule amendments.

Air District staff developed draft amendments to Rules 9-4 and 9-6 to minimize emissions of NOx and secondary PM formation from buildings in the Bay Area. Staff has provided draft amendments and workshop report for public review in hopes of receiving feedback to inform subsequent development in advance of proposing adoption of the rule amendments for the Air District Board of Directors consideration in the first quarter of 2022.

#### BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Jennifer Elwell  
Reviewed by: Victor Douglas and Elizabeth Yura

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairpersons John Bauters and Karen Mitchoff, and Members  
of the Stationary Source and Climate Impacts Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: October 12, 2021

Re: Rule Development Process Improvements: Source Prioritization

---

**RECOMMENDED ACTION**

None; receive and file.

**BACKGROUND**

The Bay Area Air Quality Management District recognizes that changes need to be made to the rule development process to improve transparency with the Board of Directors (Board), advocates, and the regulated community. Changes also need to be made to ensure a more predictable and regular rule development schedule.

In response to these needed changes, staff proposed several strategic actions at the Stationary Source and Climate Impacts Committee Meeting on June 21, 2021. These actions included developing detailed white papers before initiating the rulemaking process and creating a more transparent process for prioritizing rulemaking efforts.

**DISCUSSION**

Since the June 2021 Stationary Source and Climate Impacts Committee Meeting, staff continued to develop the white paper concept, and further developed a framework for prioritizing potential source evaluations and rulemaking efforts. At this meeting, staff will further discuss the white paper process, and a proposed Source Prioritization Framework, which will both aid in increasing transparency and certainty within the source evaluation and rulemaking process.

***White Paper Process***

Substantial technical analysis should be conducted prior to beginning a rule development effort. Past Air District practice was to do this work in the development of the Clean Air Plan. But that model hasn't been sufficiently agile to adjust to changing conditions. This is especially true as the Bay Area leads in new, innovative regulatory approaches to address issues like climate and environmental justice. Staff is proposing to begin source or rule evaluations with a white paper that will front load the technical analysis needed to better indicate the best path forward for achieving emissions reductions from a specified source. It is expected that white papers would sometimes result in new or amended rule making projects or may instead point to different policy



interventions such as targeted incentives, policy development, new enforcement strategies, or partnership agreements. These white papers would be completed in an abbreviated timeframe (3-6 months), and the results shared with the public and the Board to receive direction on the proposed path forward and next few milestones. By front loading the technical analysis and sharing that information earlier in the source evaluation process, staff anticipates more certainty in the chosen path forward and therefore a better ability to meet near term deadlines. In addition, this will also reduce the long intervals between updates to the Board, which typically occur when waiting for various aspects of technical analyses to be completed.

**Source Prioritization Framework**

Previously, Air District staff relied on the Clean Air Plan to provide priorities for source evaluations and rulemaking. However, there is now a need for a more frequent and nimbler process that can incorporate community priorities, such as the measures included in Assembly Bill (AB) 617 Community Emission Reduction Plans (CERPs). To address this need, staff is developing the Source Prioritization Framework to prioritize the long list of sources and rules currently identified as needing further research and/or development. This framework was born out of the multi-divisional work being done for the AB 617 Richmond-North Richmond-San Pablo CERP, and began with a list of prioritization factors, shown below, that will guide the selection of priorities. For deciding which factors are “key”, or weighted more heavily throughout the process, staff is proposing to lead with health, and to also place importance on meeting legal mandates and previous commitments.

Mandate/Commitment	<ul style="list-style-type: none"> <li>• Legal/prior commitments</li> </ul>
Environmental/Health Impact	<ul style="list-style-type: none"> <li>• Magnitude of emissions, relative potency of pollutant (e.g., GWP, toxicity), and/or exposure potential</li> </ul>
Authority/Purview	<ul style="list-style-type: none"> <li>• Air District's statutory authority or purview to regulate/reduce emissions</li> </ul>
Control/Reduction Potential	<ul style="list-style-type: none"> <li>• Availability and feasibility of controls, and/or achieved and demonstrated performance levels</li> </ul>
Other Feasibility Considerations/Impacts	<ul style="list-style-type: none"> <li>• Economic, socioeconomic, other environmental, and equity impacts</li> </ul>

**Figure 1.** Proposed Prioritization Factors

Staff is expecting to discuss the Source Prioritization Framework with the Community, Equity, Health and Justice Committee later this year, and will then finalize the proposed Framework. Staff then expects to discuss the use of the Framework and the priorities that emerge in front of the Board early next year.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Elizabeth Yura  
Reviewed by: Greg Nudd

STATIONARY SOURCE AND CLIMATE  
IMPACTS COMMITTEE MEETING  
OF 10/18/2021

**COMMITTEE SUMMARY REPORT OF THE RICHMOND AREA COMMUNITY EMISSIONS REDUCTION PLAN STEERING COMMITTEE**

The Richmond Area Community Emissions Reduction Plan Steering Committee met on Monday, October 18, 2021, and approved the minutes of September 20, 2021. This meeting was conducted under procedures authorized by Assembly Bill 361. Members of the Committee participated by teleconference.

The Committee then received the presentation *Introduction to the Monitoring Outreach Team*. For the past year, the Monitoring Outreach Team (specific to the Richmond-San Pablo area) has been preparing and reviewing community-facing updates regarding implementation of the Richmond-San Pablo Community Air Monitoring Plan and on outreach efforts to communicate this information. Three community members who serve on the Monitoring Outreach Team, and Air District staff, updated the Steering Committee on the implementation of the Richmond-San Pablo Community Air Monitoring Plan and ongoing outreach efforts.

The Committee then received and discussed the staff presentation *Overview of the Key Issues Approach*, regarding a process to help summarize and organize findings for the Richmond-San Pablo Community Emissions Reduction Plan. The Steering Committee members were asked for their thoughts or previous experience about this type of approach and how it can be applied to the development of the Richmond-San Pablo Community Emissions Reduction Plan.

The Committee then received and discussed the staff presentation *Air Quality Monitoring and Modeling: Starting the Conversation*, which addressed how air monitoring and modeling should be used to create a strong technical foundation,

[OVER]

characterize community-specific air pollution challenges, identify key pollutants to be addressed in the community emissions reduction program, and identify stationary, mobile, and area-wide sources in the Richmond-San Pablo area.

Finally, just before the meeting's adjournment, Air District staff asked for Steering Committee members to volunteer as panelists that will evaluate the applications of potential candidates who will fill current vacancies on the Steering Committee. The panel will be expected to meet for several hours to complete this task by November 19, 2021.

The next meeting of the Richmond Area Community Emissions Reduction Plan Steering Committee will be held on Monday, November 15, 2021, at 6:00 p.m., via webcast, pursuant to procedures in accordance with Assembly Bill 361. This concludes the Chair Report of the Richmond Area Community Emissions Reduction Plan Steering Committee for meeting of October 18, 2021.

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Cindy Chavez and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: October 29, 2021

Re: Report of the Richmond Area Community Emissions Reduction Plan Steering  
Committee Meeting of October 18, 2021

RECOMMENDED ACTIONS

The Richmond Area Community Emissions Reduction Plan Steering Committee (Committee) recommends Board of Directors (Board) approval of the following:

- A) Introduction to the Monitoring Outreach Team (MOT);
  - 1) None; receive and file.
- B) Overview of the Key Issues Approach; and
  - 1) None; receive and file.
- C) Air Quality Monitoring and Modeling: Starting the Conversation.
  - 1) None; receive and file.

BACKGROUND

- A) Introduction to the Monitoring Outreach Team (MOT);
- B) Overview of the Key Issues Approach; and
- C) Air Quality Monitoring and Modeling: Starting the Conversation.

BUDGET CONSIDERATION/FINANCIAL IMPACT

- A) None;
- B) None; and
- C) None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Marjorie Villanueva

Reviewed by: Vanessa Johnson

Attachment 12.2A: 10/18/2021 – Richmond Area Community Emissions Reduction Plan Steering  
Committee Meeting Agenda #3

Attachment 12.2B: 10/18/2021 – Richmond Area Community Emissions Reduction Plan Steering  
Committee Meeting Agenda #4

Attachment 12.2C: 10/18/2021 – Richmond Area Community Emissions Reduction Plan Steering  
Committee Meeting Agenda #5

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Members of the Path to Clean Air Community Steering Committee

From: Veronica Eady  
Senior Deputy Executive Officer of Policy & Equity

Date: October 18, 2021

Re: Introduction to the Monitoring Outreach Team (MOT)

---

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

The Monitoring Outreach Team has been working for the past year on preparing and reviewing community-facing updates regarding implementation of the Richmond-San Pablo Community Air Monitoring Plan (CAMP) and on outreach efforts to distribute and communicate this information.

DISCUSSION

The goals of the Introduction to the Monitoring Outreach Team (MOT) Presentation are to: Introduce members of the MOT to the PTCA Steering Committee, hear from MOT members about their work and experiences over the past year, and highlight the community-facing updates on implementation of the CAMP and the MOT's ongoing outreach efforts.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Veronica Eady  
Senior Deputy Executive Officer of Policy & Equity

Prepared by: Dan Alrick  
Reviewed by: Veronica Eady

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Members of the Path to Clean Air Community Steering Committee

From: Veronica Eady  
Senior Deputy Executive Officer of Policy & Equity

Date: October 18, 2021

Re: Overview of the Key Issues Approach

---

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

An overview of the Key Issues Approach, including its definition and components, as well as information about why a process may use the Key Issues Approach for summarizing and organizing information in the assessment.

DISCUSSION

Steering Committee members will discuss any questions or comments about this approach, as well as offer any examples of using this approach previously, and thoughts about using this approach for the Community Emissions Reduction Plan.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Veronica Eady  
Senior Deputy Executive Officer of Policy & Equity

Prepared by: Kelly Malinowski

Reviewed by: Veronica Eady



**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Members of the Path to Clean Air Community Steering Committee

From: Veronica Eady  
Senior Deputy Executive Officer of Policy & Equity

Date: October 18, 2021

Re: Air Quality Monitoring and Modeling: Starting the Conversation

---

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

The Assembly Bill (AB) 617 Blueprint includes guidance for how air monitoring and modeling should be used to create a strong technical foundation, characterize community-specific air pollution challenges, identify key pollutants to be addressed in the community emissions reduction program, and identify stationary, mobile, and area-wide sources.

DISCUSSION

In future meetings, Air District staff will introduce the types of methods and data that support a strong technical foundation and community members will provide direction on the types of questions and insights they would like to see addressed. This presentation will be a preview of these upcoming meetings and conversations about air quality monitoring and modeling.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Veronica Eady  
Senior Deputy Executive Officer of Policy & Equity

Prepared by: Ranyee Chiang  
Reviewed by: Veronica Eady

**COMMITTEE CHAIR SUMMARY REPORT OF THE ADMINISTRATION COMMITTEE**

(Co-Chairs: Cindy Chavez and Carole Groom)

The Administration Committee met on Wednesday, October 20, 2021, and approved the minutes of September 15, 2021. This meeting was conducted under procedures authorized by Assembly Bill 361. Members of the Committee participated by teleconference.

The Committee then received and discussed the guest presentation *Bay Area Regional Collaborative Update for Bay Area Air Quality Management District Administration Committee*, given by Allison Brooks, Director of the Bay Area Regional Collaborative.

The Committee then received and discussed the staff presentation *Management Audit Vendor Selection Update*.

The Committee then received and discussed the staff presentation *Review Air Recruitment and Selection Plan*. Although this was not an action item, the Committee members that were present expressed the following desires:

- 1) Extend Air District job recruitments to historically black colleges and universities in southern and southeastern states;
- 2) Create a proposed budget for Air District Employee Resource Groups and present it to the Committee;
- 3) Create a proposed budget for hiring bonuses/incentives, which should be designed within a formal policy to be adopted by the Board;
- 4) Create leadership opportunities for new employees to increase their visibility;

- 5) Present to the Committee a breakdown of vacancies that have been recently filled, those that have been reorganized, and those that have yet to be filled, including new requests.

Finally, the Committee received and discussed the staff presentation *Clean Air Centers for Vulnerable Populations Grant Program Assembly Bill 836*.

The next meeting of the Administration Committee will be held on Wednesday, November 17, 2021, at 11:00 a.m., via webcast, pursuant to procedures in accordance with Assembly Bill 361. This concludes the Chair Report of the Administration Committee.

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Cindy Chavez and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: October 29, 2021

Re: Report of the Administration Committee Meeting of October 20, 2021

RECOMMENDED ACTIONS

The Administration Committee (Committee) recommends Board of Directors (Board) approval of the following:

- A) Bay Area Regional Collaborative (BARC) Update;
  - 1) None; receive and file.
- B) Management Audit Vendor Selection Update;
  - 1) None; receive and file.
- C) Review Air District Recruitment and Selection Plan; and
  - 1) None; receive and file.
- D) Assembly Bill (AB) 836 Clean Air Centers Program Update.
  - 1) None; receive and file.

BACKGROUND

The Committee met on Wednesday, October 20, 2021, and received the following reports:

- A) Bay Area Regional Collaborative (BARC) Update;
- B) Management Audit Vendor Selection Update;
- C) Review Air District Recruitment and Selection Plan; and
- D) Assembly Bill (AB) 836 Clean Air Centers Program Update.

BUDGET CONSIDERATION/FINANCIAL IMPACT

- A) None;
- B) None;
- C) None; and
- D) None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Marjorie Villanueva  
Reviewed by: Vanessa Johnson

- Attachment 13.2A: 10/20/2021 – Administration Committee Meeting Agenda #3
- Attachment 13.2B: 10/20/2021 – Administration Committee Meeting Agenda #4
- Attachment 13.2C: 10/20/2021 – Administration Committee Meeting Agenda #5
- Attachment 13.2D: 10/20/2021 – Administration Committee Meeting Agenda #6

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairpersons Cindy Chavez and Carole Groom and Members  
of the Administration Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: October 15, 2021

Re: Bay Area Regional Collaborative (BARC) Update

---

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

The Bay Area Regional Collaborative (BARC) consists of Board/Commission representatives of the four regional agencies and provides a forum for discussing issues of regional importance.

DISCUSSION

At the upcoming Administration Committee meeting, the BARC Director, Allison Brooks, will provide an update on the activities of the BARC.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Marjorie Villanueva

Reviewed by: Vanessa Johnson

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairpersons Cindy Chavez and Carole Groom and Members  
of the Administration Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: October 15, 2021

Re: Management Audit Vendor Selection Update

---

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

On June 16, 2021, the Board of Directors approved a workplan to initiate a management audit and the scope of work to procure services for a management audit, acknowledging the following priorities: evaluate the Air District's current hiring process, analyze Air District divisions that are asking for the greatest numbers of new staffing positions, include a performance audit and risk evaluation. The vendor selection team for the auditor would include Board Members Carole Groom and Margaret Abe-Koga, as well as one community member appointed by the Community Equity, Health, and Justice Committee, another appointed by the Stationary Source and Impacts Committee, and a subject matter expert in management audits.

DISCUSSION

On June 30, 2021, the District issued a Request for Qualifications for Management Audit Services which closed on July 21, 2021. During the open period, the Air District received six proposals from various vendors.

A vendor selection panel was assembled and includes Board Members Carole Groom and Margaret Abe-Koga, as well as one community member appointed by the Community Equity, Health, and Justice Committee, another appointed by the Stationary Source and Impacts Committee, and a subject matter expert in management audits. In September, the Panel completed scoring the submitted proposals, and in October the Panel interviewed finalists with highest scoring proposals.

The members of the Selection Panel will independently score each finalist based on their interviews. The scores will be presented to the Administrative Committee in November 2021 with a recommendation to execute a contract with the highest scoring vendor.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: John Chiladakis

ADMINISTRATION COMMITTEE  
MEETING OF 10/20/2021



**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairpersons Cindy Chavez and Carole Groom and Members  
of the Administration Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: October 15, 2021

Re: Review Air District Recruitment and Selection Plan

---

**RECOMMENDED ACTION**

None; receive and file.

**BACKGROUND**

On June 16, 2021, the Board of Directors approved 26 new positions for the Fiscal Year Ending (FYE) 2022 Budget. The Board of Directors encouraged recruitment of diverse candidates and requested Air District staff provide a recruitment plan to highlight these efforts.

**DISCUSSION**

Current recruitment practices include, attending University/College/Community & Diversity Job Fairs and staffing the fairs with a diversity of Air District talent; an Air District high school and college internship and fellowship program that many of our current employees served in when they started; utilizing broad job descriptions to attract candidates of diverse backgrounds, perspectives and experiences; recruiting from professional organizations, networks and societies of underrepresented Science, Technology, Engineering, and Math (STEM) professionals; removing all personally identifiable information from application materials to help eliminate implicit biases (names, addresses, references); and staffing a diversity of volunteers to sit on recruitment panels to assess candidates.

Newer recruitment practices include, proactively reaching out and encouraging underrepresented candidates to apply; utilizing community outreach mailing lists to distribute job announcements; training all hiring managers in a mandatory inclusive hiring practices and implicit bias workshop (the next workshop is October 21, 2021); publishing a diversity tool kit for managers, which includes trainings and information about implicit bias and diversity, equity and inclusion specific to hiring and retention of employees; developing Employee Resource Groups, which are crucial to an inclusive culture; and developing partnerships with not-for-profit internship programs that help underrepresented students in STEM careers find opportunities for employment.

Next steps that are underway include, a Human Resources/Organizational Development consultant who has been hired to review our recruitment processes and materials to assess areas of opportunity that may create unintended barriers to applying for positions; negotiating with the Employees' Association to remove education barriers from job classifications; adding language that substitutes education for work experience and updating language to be more inclusive; updating our contact lists and job board lists to distribute our job announcements to a wide audience; and enhancing the exit interview process to better understand why employees leave the Air District.

While overall average turnover of Air District staff is low ( $\approx 5\%$ , or 25 employees) annually, we see a recent trend of more employees in the zero-to-three-year service category increasing. The Air District's Human Resources Office, Diversity, Equity and Inclusion Office, the Cultural Advisory Team, and management staff are working to examine and enhance the culture of the agency in order to communicate and understand the needs of our staff in an effort to continually improve culture and employee retention. The Air District is also undertaking a management audit to track our service delivery capabilities and to right-size the agency's staffing in all areas of the Air District. The newly adopted staffing increase of 26 full-time equivalent (FTEs) will be held unfilled until informed by that effort.

The Air District's efforts will be discussed as part of the presentation on this item, and we welcome input from the Committee members and public about ways to improve our efforts.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Terri Levels  
Reviewed by: Rex Sanders

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairpersons Cindy Chavez and Carole Groom and Members  
of the Administration Committee

From: Jack P. Broadbent  
Executive Officer/APCO

Date: October 15, 2021

Re: Assembly Bill (AB) 836 Clean Air Centers Program Update

---

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

California experienced some of the deadliest and most destructive wildfires in its history over the last several years. Studies show that climate change is not only causing higher temperatures and longer dry periods, but also lengthening the fire season and increasing the risk of wildfires throughout the state. Wildfires have the potential to destroy entire communities and burn everything in their path, producing a mixture of fine particulate matter and hazardous chemicals and compounds in the air we breathe. Wildfire smoke presents immediate impacts to local air quality and public health, and atmospheric conditions can quickly transport smoke to affect the air quality of an entire region and that of nearby states.

In an effort to better prepare, respond, and build resiliency to catastrophic wildfires, the Air District worked with Assembly Member Buffy Wicks from Oakland to sponsor new legislation, *Assembly Bill 836: Wildfire Smoke Clean Air Center Incentive Program for Vulnerable Populations* (Wicks, Chapter 393, Statutes of 2019). The purpose of the bill was to establish an expansive 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. Governor Newsom signed the bill on October 2019, approving \$5 million towards the program and of that award, \$3 million was allocated to the Air District for the development of a grant program. The Air District worked with the California Air Resources Board (CARB) to develop the funding guidelines and executed a contract with CARB in July 2021 for the funding.

The AB 836 Clean Air Centers Grant Program is one of multiple clean air filtration initiatives as part of the Wildfire Air Quality Response Program, a multi-faceted program to ensure health protective measures and strategies are in place to prepare for, prevent and respond to future wildfires and smoke impacts in the Bay Area. The wildfire program continues to strengthen and evolve as Air District staff work together with local and state partners to improve air filtration in public buildings and community spaces and provide access to those who are most vulnerable to wildfire smoke.

DISCUSSION

Staff will provide a summary of the Clean Air Centers program, including program eligibility, funding allocations, and timeline for implementation.

The program is estimated to open for applications during the 4th quarter of 2021 to all counties within the Bay Area Air Quality Management District jurisdiction. Public buildings used as clean air centers (i.e., schools, libraries, and community centers) will be eligible for new HVAC system installations or retrofits, portable air cleaners, or air filter replacements. Funding will be available for disadvantaged communities, smoke burdened communities, and to county emergency management and disaster response agencies.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Areana Flores  
Reviewed by: Tracy Lee, Derrick Tang and Anthony Fournier

ADMINISTRATION COMMITTEE  
MEETING OF 10/20/2021

## REPORT OF ADVISORY COUNCIL MEETING

(Ex-Officio Member: David Haubert)

The Advisory Council met on Monday, October 25, 2021, and approved the minutes of September 13, 2021. This meeting was conducted under procedures authorized by Assembly Bill 361. Members of the Council participated by teleconference.

The Council then elected Drs. Linda Rudolph and Gina Solomon to serve as Co-Chairpersons and Professor Michael Kleinman to serve as Vice Chairperson.

The Council then received the staff presentation *Legislative History of the Advisory Council and Role of Officers*.

Finally, Council received the staff presentation *Air District Climate Protection Program*, and discussed what more the Air District could be doing with the tools it currently has; whether there is a pressing need for carbon capture technology; whether the state/region should encourage/require carbon capture where feasible; how to account for climate benefits and dis-benefits when prioritizing policy; and what metrics the Air District should use to track progress and prioritize climate actions.

The next meeting of the Council will be held on Monday, November 8, 2021, at 8:30 a.m., via webcast, pursuant to procedures in accordance with Assembly Bill 361. This concludes the Chair Report of the Advisory Council meeting.

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Chairperson Cindy Chavez and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: October 29, 2021

Re: Report of the Advisory Council Meeting of October 25, 2021

---

RECOMMENDED ACTION

The Advisory Council (Council) received only informational items and have no recommendations of approval by the Board of Directors (Board).

BACKGROUND

The Council met on Monday, September 13, 2021, and received the following report:

- A) Election of Officers;
  - 1) None, receive and file.
- B) Legislative History of the Advisory Council and Role of Officers; and
  - 1) None, receive and file.
- C) Air District Climate Protection Program Update;
  - 1) None, receive and file.

BUDGET CONSIDERATION/FINANCIAL IMPACT

- A) None;
- B) None; and
- C) None;

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Marjorie Villanueva  
Reviewed by: Vanessa Johnson

Attachment 14.2A: 10/25/2021 – Advisory Council Meeting Agenda #3  
Attachment 14.2B: 10/25/2021 – Advisory Council Meeting Agenda #4  
Attachment 14.2C: 10/25/2021 – Advisory Council Meeting Agenda #5

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

Memorandum

To: Members of the Advisory Council

From: Jack P. Broadbent  
Executive Officer/APCO

Date: October 19, 2021

Re: Election of Officers

---

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

In 2021, the Advisory Council welcomed four new members and therefore will consider members for leadership positions.

DISCUSSION

The Advisory Council will discuss, recommend, and select a Chair, Vice Chair, and any other officers, as necessary, for 2021.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Sonam Shah-Paul

Reviewed by: Greg Nudd



**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Members of the Advisory Council

From: Jack P. Broadbent  
Executive Officer/APCO

Date: October 19, 2021

Re: Legislative History of the Advisory Council and Role of Officers

---

**RECOMMENDED ACTION**

None; receive and file.

**BACKGROUND**

Staff will provide an overview on the legislative history and the current role of the Advisory Council.

**DISCUSSION***Legislative History of the Advisory Council*

The Advisory Council was formed by the California Health and Safety Code in 1955. At the time, the Bay Area Air Quality Management District (Air District) was called the Bay Area Air Pollution Control District. The original statute in former Health and Safety code section 40161 stated that, “The board shall appoint a Bay Area Air Pollution Control Advisory Council to advise and consult with the board and the control officer...” (Stats. 1975, ch. 957, § 40261, p. 2159)

In the original statute the Advisory Council was composed of twenty (20) members who, “preferably are skilled and experienced in the field of air pollution, including at least one representative of colleges or universities in the State, and at least one representative of each of the following groups within the district: health agencies, agriculture, industry, community planning, transportation, registered professional engineers, general contractors, architects, and organized labor.” (Stats. 1975, ch. 957, § 40262, pp. 2159-2160.)

In 2015, the statute was amended to streamline the Advisory Council; the number of seats was reduced from twenty (20) to (7), “...who shall be skilled and experienced in the fields of air pollution, climate change, or the health impacts of air pollution. Members shall be selected to include a diversity of perspectives, expertise, and backgrounds.” (Health & Saf. Code, § 40262.)

Despite these changes and other amendments to the terminologies used for the Air District and Air Pollution Control Officer, the original language stating that the role of the Advisory Council is to advise and consult with both the Board of Directors and the Air Pollution Control Officer on the work of the Air District has remained unchanged. (See Health & Saf. Code, § 40261.)

*Role of the Officers*

Historically, the Chair of the Advisory Council has helped determine the cadence of Advisory Council meetings, including if a subcommittee of the Advisory Council needs to meet. Together with Air District staff, the Chair helps develop Advisory Council meeting agendas and materials. During Advisory Council meetings, the Chair will lead the meeting following Robert's Rules of Order. This includes facilitating comments from fellow Advisory Councilmembers and public comment on agenda items. In addition, the Chair regularly provides reports to the Board of Directors on the work of the Advisory Council. Lastly, the Chair has historically guided the Advisory Councilmembers and Air District staff in the development of Advisory Council work products, including reports; providing additional review and consideration to any work products that will be provided to the Board of Directors. The Vice-Chair of the Advisory Council has provided support to the Chair in their work and will act as Chair should the Chair be absent from a meeting.

Going forward, the roles of the Chair and Vice-Chair can be expanded to better suit the needs of the Advisory Council and the Air District.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Sonam Shah-Paul  
Reviewed by: Madeline Stone/Adan Schwartz

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Members of the Advisory Council

From: Jack P. Broadbent  
Executive Officer/APCO

Date: October 19, 2021

Re: Air District Climate Protection Program Update

---

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

In 2015, 196 nations signed the Paris Climate Agreement, making commitments to limit greenhouse gas (GHG) emissions to levels that would contain global warming to 1.5 – 2°C over pre-industrial levels. The Agreement calls on countries to work to achieve a leveling-off of global GHG emissions as soon as possible and to become carbon neutral no later than the second half of this century. Despite these commitments, recent studies by the World Meteorological Organization (WMO) and the United Nations Environment Programme (UNEP) find that worldwide greenhouse gas emissions levels continue to rise.

DISCUSSION

In its recently released report, the United Nations' Intergovernmental Panel on Climate Change's (IPCC) Sixth Assessment Report, *Climate Change 2021: The Physical Science Basis* presents a stark analysis of GHG trends. For example, each of the last four decades has been successively warmer than any decade that preceded it since 1850. We now experience temperatures approximately 1.1°C above average global 1850 temperatures. In addition, in June 2021, CO<sub>2</sub> concentrations at Mauna Loa, the location of the longest background data set, reached 420 parts per million (ppm). The earth's atmosphere has not seen such levels for at least 2 million years.

In the face of these challenging findings, the Bay Area and California continue to provide national leadership on the issue of climate change. According to the California Air Resources Board (CARB), California met the 2020 GHG reduction target laid out in the Global Warming Solutions Act of 2006 (Assembly Bill (AB) 32) of reducing statewide emissions to 1990 levels by 2020. This is in large part due to regulatory activity that has taken place at the state level – through the Renewables Portfolio Standard for electricity, the Low Carbon Fuel Standard, the Clean Car Standards and the Cap and Trade program – as well as regulatory, incentive-based and policy initiatives at the regional and local level.

As focus turns to achieving longer-term GHG reduction targets under Senate Bill (SB) 32 (reducing emissions 40% below 1990 levels by 2030) and Executive Order B-55-18 (achieve carbon neutrality by 2045), the role of regional agencies and local governments continues to be a key element of the state's climate protection initiatives. Achieving deep emission reductions in the transportation sector, the building stock, waste management, highly potent GHGs, and other sectors will require policy adoption, behavior changes and technological advances at the regional and local levels. Staff will provide an overview of key climate activities of the Air District moving into 2022.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Henry Hilken  
Reviewed by: Greg Nudd

ADVISORY COUNCIL MEETING  
OF 10/25/2021

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairperson Cindy Chavez and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: October 29, 2021

Re: Public Hearing to Consider Adoption of Proposed Amendments to Refinery Rules  
Definitions

---

**RECOMMENDED ACTION**

Recommend the Board of Directors consider adoption of proposed amendments to several regulations containing terms related to petroleum refineries.

**BACKGROUND**

The Air District proposing administrative amendments to the following Regulations 3 Fees, 6 Particulate Matter, 8 Organic Compounds, 9 Inorganic Compounds, 11 Hazardous Pollutants and 12 Miscellaneous Standards of Performance. The purpose of these amendments is to ensure that rules currently applicable to petroleum refineries, continue to apply to the same facilities after operations are modified to produce the products from alternative feedstocks (including those that are not derived from petroleum).

In 2020 and 2021, two of the five petroleum refineries in the Bay Area have submitted permit applications to modify the facility operation to process alternative feedstocks with the intention of producing “renewable” products. These facilities use the term “renewable” to mean they will be producing fuel and other products by processing non-fossil fuel feedstocks. Petroleum refineries are subject to a variety of Air District rules and regulations. Some of these rules are exclusively applicable to petroleum refineries only and some of these rules are applicable to petroleum refineries as well as other facilities. Most of these rules determine that applicability by using the definition of petroleum refinery. There are also instances where a particular standard, requirement, or exemption is dependent on terms such as “fossil-derived,” “fossil-fuel,” “petroleum,” and “crude oil.”

The proposed amendments will ensure the facilities that produce fuels and other products from non-fossil fuel feedstocks remain subject to and in compliance with the same emission standards and rule requirements that were in effect when the feedstock was petroleum based. Without these proposed amendments to existing Air District Rules and Regulations, the facilities that change to non-petroleum operation may no longer be subject to the emission standards and other regulatory requirements that currently apply to them. The purpose of these amendments is to ensure that emissions are not allowed to increase as these facilities transition away from the processing of

crude oil. Such an outcome would be contrary to Air District gains in creating a healthier environment for all Bay Area residents, especially those in the petroleum refinery frontline communities.

## DISCUSSION

### *Rule Development Process*

Air District staff presented the proposed regulatory amendments during the Air District's Stationary Source and Climate Impacts Committee Meeting on July 19, 2021 and met with representatives of the five Bay Area refineries to review the proposed language changes. Pursuant to the California Environmental Quality Act (CEQA), the Air District has concluded that the proposed amendments are exempt under CEQA guidelines Section 15301, Class 1. The rule amendments would involve negligible or no expansion of an existing use. Actual emissions will not increase. Air District Staff will file a Notice of Exemption with the County Clerk after adoption by the Board of Directors. In addition, Section 40728.5 of the California Health and Safety Code requires an air district to assess the socioeconomic impacts of the adoption, amendment, or repeal of a rule if the rule is one that "will significantly affect air quality or emissions limitations." As noted above, there are no anticipated costs associated with these proposed amendments and so they would not have a significant economic impact to the affected industry. Applied Development Economics, Inc of Lafayette, California has completed an updated socioeconomic analysis with and updated economic profile of the industry affected by the rule.

Air District staff released the proposed amendments to Refinery Rules, Staff Report, and public hearing notice on September 20, 2021 for public review and comment. The materials are available on the Air District's website at [Refinery Rules Definitions \(baaqmd.gov\)](http://baaqmd.gov).

## BUDGET CONSIDERATION/FINANCIAL IMPACT

The impacted facilities are already subject to the emissions standards and other requirements detailed in the rules that are proposed to be amended, so no impacts to the Air District or to the regulated industry is anticipated.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared By: Ed Giacometti  
Reviewed by: Jeff Gove

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

## Memorandum

To: Chairperson Cindy Chavez and Members  
of the Board of Directors

From: Jack P. Broadbent  
Executive Officer/APCO

Date: October 29, 2021

Re: Assembly Bill (AB) 617 Community Emissions Reduction Plan Recommendation for  
East Oakland

---

**RECOMMENDED ACTION**

Recommend the Board of Directors approve a recommendation to California Air Resources Board for the selection of East Oakland for an AB 617 Community Emissions Reduction Plan.

**BACKGROUND**

In August 2018, the Air District submitted “high priority” communities<sup>1</sup> for the first five years of the state’s Community Air Protection Program<sup>2</sup> drawn from the Bay Area’s full list of candidate communities that experience large disparities in air pollution exposure and health effects. To select high priority communities from all Bay Area candidate communities, the Air District considered air quality and health-based data compiled through the Air District’s Community Air Risk Evaluation (CARE) program, which was initiated in 2004. Also considered was community capacity, historical and on-going community monitoring efforts or exposure characterization work, concentration of stationary sources, socio-economic factors, and other public health data available via statewide screening tools. Importantly, throughout 2018, Bay Area community members heavily engaged with the Air District on the selection of communities for action under AB 617. Community members gave top priority to areas impacted by oil refineries and other large industries, odors and woodsmoke, as well as places near congested transportation corridors and those that have a history of air quality violations, contamination, and environmental injustice. The Board adopted that list of high priority communities.

In September 2018, California Air Resources Board (CARB) approved the Air District’s recommended high priority communities with East Oakland, as well as Eastern Contra Costa

---

<sup>1</sup> Bay Area Air Quality Management District, *Final Submittal: Public Process for Determination of Recommended Communities*, August 1, 2018.

<sup>2</sup> AB-617 Nonvehicular air pollution: criteria air pollutants and toxic air contaminants, A.B. 617, Chapter 136, 2017. [https://leginfo.ca.gov/faces/billNavClient.xhtml?bill\\_id=201720180AB617](https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB617), Accessed 31 Aug. 2021.

County (East County), Eastern San Francisco, Richmond, San Leandro, San Jose, the Tri-Valley, Vallejo, and West Oakland selected to move forward with a monitoring and/or emissions reduction plan over the next five years. To date, the Air District has worked intensively with community representatives to complete the West Oakland Community Action Plan and the Richmond/San Pablo Community Air Monitoring Plan and has recently launched the community emissions reduction planning process in Richmond/North Richmond/San Pablo.

## DISCUSSION

Staff seeks Board approval to recommend that CARB selects East Oakland for development of a community emissions reduction plan in 2022, more specifically the area near High Street to the San Leandro border and below the I-580 freeway. Our recommendation is primarily based on East Oakland's capacity to partner with the Air District in addition to the high disproportionate pollution and health burden. Community leaders in East Oakland have been asking for action to improve local air quality in their community for decades. They have been working for years to build community capacity in air quality planning and have strongly advocated to be nominated to the Community Air Protection Program since the launch of AB 617. East Oakland has a long-standing history of strong community capacity and leadership. East Oakland organizations have been working together for over six years on their own collaborative community planning processes and have demonstrated successful coalition building across East Oakland neighborhoods. A number of East Oakland organizations have partnered with the Air District through grants and other partnerships to build community capacity and work with community and government agencies to strengthen partnerships necessary for improving environmental health, local air quality improvement, and understanding of air pollution. This recommendation acknowledges that the East Oakland community is ready to partner with the Air District to develop a community emissions reduction plan (CERP).

East Oakland represents 38 percent of Oakland's population, approximately 162,600 people. East Oakland is a vibrant community with a largely Latin American and Black/African-American population. About half of the population is of Latin American descent and 30 percent is Black/African-American. East Oakland's population is relatively young with more than a third of residents under 25 and over half of residents being ages 25 to 59.

East Oakland is a low-income, community of color with a history of environmental injustices facilitated through generations of public policy and agency decisions, including those by the Air District. Historic redlining practices facilitated investments towards predominantly white portions of Oakland, while polluting industry has been consistently permitted in East Oakland. As a result, East Oakland residents have borne a high cumulative pollution burden, while also grappling with inadequate access to healthy foods, accessible health care, and educational opportunities. Today, among other issues facing East Oakland, such as public safety, displacement, and gentrification pressures, environmental justice is prioritized within East Oakland. Community advocates make the connection between land use, pollution, and health impacts and work with community members to change established incompatible land use patterns and reduce blight. The community has come together to build a more resilient community by developing initiatives to provide healthy



food, improve education outcomes, increase locally owned and community-based businesses, and clean up environmental and public health hazards.<sup>3</sup>

The preliminary boundary for East Oakland (see Figure 1 in Appendix A) reflects East Oakland Neighborhood Initiative (EONI) area, aligns with the City of Oakland's EONI planning area, and Alameda County's Public Health regions. The EONI is a successful collaboration between local governments and community-based organizations, including but not limited to Communities for a Better Environment, HOPE Collaborative, East Oakland Collective, East Oakland Building Healthy Communities and City of Oakland, to learn from each other, establish trust, and deepen partnership to implement community's goals and priorities for improving public health, reducing greenhouse gases, building economic empowerment, preventing displacement and plan by and with the community.<sup>4</sup> It serves as a model and foundation for collaborative partnership in building just, healthy, resilient, and prosperous neighborhoods. The specific geography for East Oakland will be determined by the Community Steering Committee, which will be established as part of the CERP process.

The community-identified boundary will include the various pollution sources that impact East Oakland. East Oakland is a major transportation corridor with goods moving in and through the community via ship rail, the I-880 freeway, the Oakland International Airport, truck routes adjacent to residential communities and industrial and logistics businesses associated with the Port of Oakland. In East Oakland, emission sources include, but are not limited to, the AB&I Foundry, a crematorium, concrete and asphalt manufacturing plants, food processing facilities, small to medium industrial sources, residential fuel combustion,<sup>5</sup> commercial cooking, vapor intrusion from historical soil contamination, construction activities, off-road equipment, airport ground support equipment, diesel trucks, ships, major freeways, and busy roadways. These sources contribute to high levels of PM<sub>2.5</sub> concentrations and toxic air contaminants and have numerous health effects, including elevated cancer and chronic risk.

The Air District has operated a long-term ambient air monitoring site in East Oakland on International Boulevard at 99th Avenue that has measured concentrations of ozone, nitrogen oxides, carbon monoxide, PM<sub>2.5</sub>, and volatile organic compounds (VOCs) since 2007. In addition, there have been several short-term air monitoring studies led by and in collaboration with community members in East Oakland that have assessed the near-source concentrations of various pollutants using different methods. The studies generally show a consistent pattern of short-duration elevated levels of air pollutants in certain locations throughout the community, especially in more industrial areas and along diesel truck traffic corridors. The monitoring data collected by

---

<sup>3</sup> Communities for Better Environment, *East Oakland*, <https://www.cbecal.org/organizing/northern-california/oakland/> Accessed 31 Aug. 2021.

<sup>4</sup> East Oakland Neighborhoods Initiative, *Better Neighborhood, Same Neighbors! EONI Community Plan*, February 16, 2021.

<sup>5</sup> Residential fuel combustion includes the burning of natural gas, wood, and other fuels for space heating, water heating, and cooking.

the Air District and these studies can be leveraged along with other air quality information to help inform the CERP process.

The combination of industrial sources and goods movement routes surrounding low-income, Black and Brown neighborhoods, places East Oakland among the most impacted census tracts in the state, as identified by CalEnviroScreen 4.0 (see Figure 2 in Appendix A). The preliminary East Oakland area includes 35 census tracts that are in the top 30 percent of pollution burden statewide. People living in East Oakland experience higher rates of cancer, heart disease, stroke, chronic lower respiratory disease mortality, unemployment, and disabilities, while experiencing lower life expectancy, than other areas in Alameda County. Even within East Oakland, health outcomes are racialized, with Black/African-American residents experiencing the highest rates of mortality for most diseases and the lowest life expectancy compared to other race/ethnicities.

Co-development of the CERP process with the community remains key to the success of the AB617 program. On August 12, 2021, the Air District held a workshop where community members learned about the AB 617 program and the Air District's plan to recommend East Oakland for a CERP, which they strongly supported. A panel of community advocates from various AB 617 communities, including speakers from Communities for a Better Environment and New Voices are Rising, also shared their experiences, support, and hopes for a community-led CERP to reduce emissions and exposure of toxic air contaminants and criteria pollutants in East Oakland in the coming year. The Air District's recommendation for East Oakland supports the community's and Air District's efforts to reduce air pollution from sources that impact one of the Bay Area's most overburdened communities.

#### BUDGET CONSIDERATION/FINANCIAL IMPACT

Resources to initiate an AB 617 planning process in East Oakland are included in the Fiscal Year Ending 2022 budget and will be further addressed in future budgets.

Respectfully submitted,

Jack P. Broadbent  
Executive Officer/APCO

Prepared by: Alesia Hsiao  
Reviewed by: Veronica Eady

Attachment 16A: Appendix A, Figures of East Oakland  
Attachment 16B: Appendix B, References

Appendix A, Figures of East Oakland

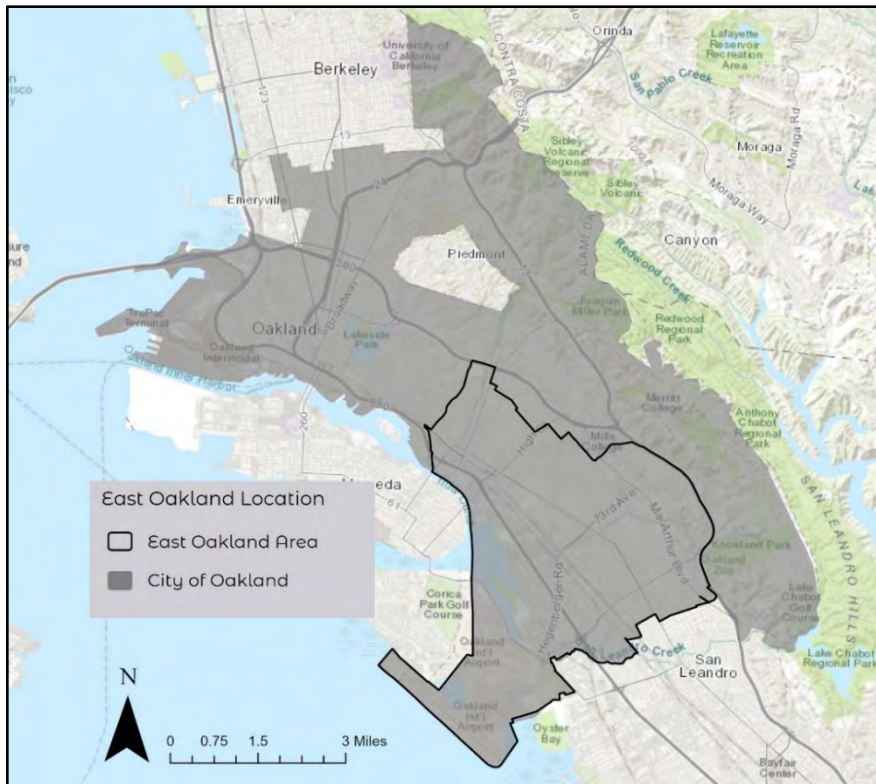


Figure 1. Preliminary boundary of the East Oakland area

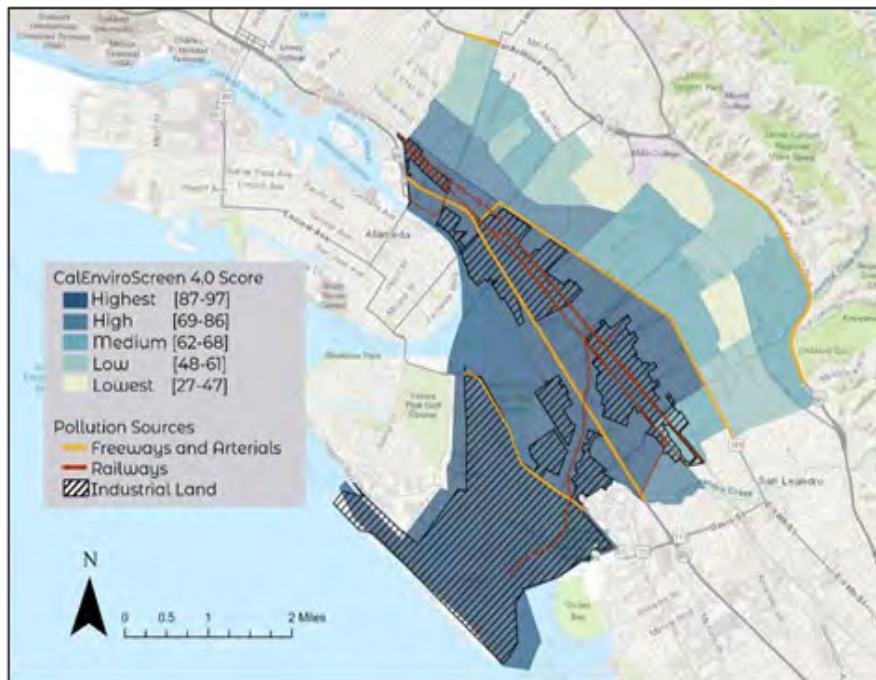


Figure 2. East Oakland area with industrial land, large roadways, and CalEnviroScreen 4.0

## AGENDA 16B - ATTACHMENT

### **Appendix B, References**

AB-617 Nonvehicular air pollution: criteria air pollutants and toxic air contaminants, A.B. 617, Chapter 136, 2017.  
[https://leginfo.ca.gov/faces/billNavClient.xhtml?bill\\_id=201720180AB617](https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB617), Accessed 31 Aug. 2021.

Bay Area Air Quality Management District, *Final Submittal: Public Process for Determination of Recommended Communities*, August 1, 2018.

Communities for Better Environment, *East Oakland*, <https://www.cbecal.org/organizing/northern-california/oakland/> Accessed 31 Aug. 2021.

East Oakland Neighborhoods Initiative, *Better Neighborhood, Same Neighbors! EONI Community Plan*, February 16, 2021.