



BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT

**BOARD OF DIRECTORS
MEETING
October 5, 2022**

THIS MEETING WILL BE CONDUCTED UNDER PROCEDURES AUTHORIZED BY ASSEMBLY BILL 361 (RIVAS 2021) ALLOWING REMOTE MEETINGS. THIS MEETING WILL BE ACCESSIBLE VIA WEBCAST, TELECONFERENCE, AND ZOOM. A ZOOM PANELIST LINK WILL BE SENT SEPARATELY TO COMMITTEE OR BOARD MEMBERS

- **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

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

<https://bayareametro.zoom.us/j/86164359931>

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

WEBINAR ID: 861 6435 9931

- **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, OCTOBER 5, 2022

9:00 AM

Chairperson, John J. Bauters

1. **Call to Order - Roll Call**
2. **Pledge of Allegiance**
3. **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 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.*

4. **Special Orders of the Day**

CONSENT CALENDAR (Items 5 - 14)

5. Remote Teleconferencing per Assembly Bill (AB) 361 (Rivas)

The Board of Directors will consider approving a resolution authorizing Air District Board and Committee meetings using remote teleconferencing through November 4, 2022.

6. Approval of the Minutes of September 21, 2022

The Board of Directors will consider approving the draft minutes of the Board of Directors meeting of September 21, 2022.

7. Board Communications Received from September 21, 2022 through October 4, 2022

A copy of communications directed to the Board of Directors received by the Air District from September 21, 2022 through October 4, 2022, will be distributed to Board members by way of email.

8. Notices of Violations Issued and Settlements in Excess of \$10,000 in the Month of August 2022

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 August 2022.

9. Authorization to Execute Contract with True North Research, Inc.

The Board of Directors will consider authorizing the Interim Executive Officer/APCO to execute a Professional Services Contract with True North Research, Inc. for an amount not to exceed \$58,000, to collect household survey data this winter to help evaluate a recently updated method for estimating air pollution emissions from residential woodburning.

10. Authorization to Execute Contract Amendment for Energy and Environmental Economics, Inc.

The Board of Directors will consider authorizing the Interim Executive Officer/APCO to execute a contract amendment with Energy and Environmental Economics, Inc. in an amount not to exceed \$120,915.

11. Consider Approval of Hiring Recommendation at Step E of Salary Range 149M for the Assistant Counsel I Position

The Board of Directors will consider approving the Hiring Recommendation at Step E of Salary Range 149M for the Assistant Counsel I Position.

12. Authorization to Execute a Contract Amendment with Renne Public Law Group

The Board of Directors will consider authorizing the Interim Executive Officer/APCO to amend the contract with Renne Public Law Group increasing the maximum dollar amount of the contract from \$95,000 to \$200,000 for legal services related to labor and employment matters.

13. Report of the Stationary Source and Climate Impacts Committee Meeting of September 19, 2022

The Board of Directors will receive a report of the Stationary Source and Climate Impacts Committee Meeting of September 19, 2022.

14. Report of the Path to Clean Air Community Reduction Plan Steering Committee Meeting of September 19, 2022

The Board of Directors will receive a report of the Path to Clean Air Community Reduction Plan Steering Committee Meeting of September 19, 2022.

OTHER BUSINESS

15. Public Comment on Non-Agenda Matters

Pursuant to Government Code Section 54954.3

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

16. Board Member Comments

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

17. Report of the Interim Executive Officer/APCO

18. Chairperson's Report

19. Time and Place of Next Meeting

Wednesday, October 19, 2022, at 9:00 a.m., via webcast, teleconference, or Zoom, pursuant to procedures in accordance with Assembly Bill 361 (Rivas 2021).

CLOSED SESSION

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

Pursuant to Government Code sections 54956.9(a) and (d)(2), the Board will meet in closed session with legal counsel to discuss a significant exposure to litigation, based on facts and circumstances not known to a potential plaintiff or plaintiffs: Two cases.

OPEN SESSION

21. Adjournment

The Board meeting shall be adjourned by the Board Chair.

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

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

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

Accessibility and Non-Discrimination Policy

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

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

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

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

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

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

375 BEALE STREET, SAN FRANCISCO, CA 94105

FOR QUESTIONS PLEASE CALL (415) 749-4941

EXECUTIVE OFFICE: MONTHLY CALENDAR OF AIR DISTRICT MEETINGS

OCTOBER 2022

<u>TYPE OF MEETING</u>	<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>ROOM</u>
Board of Directors Legislative Committee	Monday	3	1:00 p.m.	Webcast only pursuant to Assembly Bill 361
Board of Directors Meeting	Wednesday	5	9:00 a.m.	Webcast only pursuant to Assembly Bill 361
Board of Directors Community Equity, Health and Justice Committee	Thursday	6	9:30 a.m.	Webcast only pursuant to Assembly Bill 361
Board of Directors Legislative Committee- CANCELLED AND RESCHEDULED TO MONDAY, OCTOBER 3, 2022 AT 1:00 P.M.	Monday	10	1:00 p.m.	Webcast only pursuant to Assembly Bill 361
Technology Implementation Office (TIO) Steering Committee	Friday	14	1:00 p.m.	Webcast only pursuant to Assembly Bill 361
Board of Directors Stationary Source and Climate Impacts Committee	Monday	17	9:00 a.m.	Webcast only pursuant to Assembly Bill 361
Path to Clean Air Community Emissions Reduction Plan Steering Committee	Monday	17	5:30 p.m.	Webcast only pursuant to Assembly Bill 361
Board of Directors Meeting	Wednesday	19	9:00 a.m.	Webcast only pursuant to Assembly Bill 361
Board of Directors Administration Committee	Wednesday	19	1:00 p.m.	Webcast only pursuant to Assembly Bill 361
Board of Directors Budget and Finance Committee	Wednesday	26	9:30 a.m.	Webcast only pursuant to Assembly Bill 361
Board of Directors Mobile Source and Climate Impacts Committee	Thursday	27	9:30 a.m.	Webcast only pursuant to Assembly Bill 361

HL 9/28/22 – 12:40 p.m.

G/Board/Executive Office/Moncal

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
Memorandum

To: Chairperson John J. Bauters and Members
of the Board of Directors

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: October 5, 2022

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

RECOMMENDED ACTION

Consider approving a resolution reauthorizing Air District Board and Committee meetings using remote teleconferencing through November 4, 2022.

BACKGROUND

AB 361 (R. Rivas 2021) (Open meetings: state and local agencies: teleconferences) allows the Board of Directors, Board committees, and other legislative bodies of the District to conduct public meetings using teleconferencing without complying with certain requirements imposed by the Ralph M. Brown Act during the COVID-19 state of emergency proclaimed by Governor Newsom. On September 7, 2022, the Board of Directors adopted Resolution No. 2022-18 authorizing such meetings under AB 361. AB 361 requires the Board to reconsider the state of emergency and adopt further resolutions every 30 days in order to continue conducting such meetings.

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 without requiring physical public access to each board member's remote meeting location. Those executive orders expired on September 30, 2021. AB 361 provides additional flexibility for local agencies looking to meet remotely during a proclaimed state of emergency. Agencies are required to consider and vote on this flexibility every 30 days in order to continue this practice under AB 361.

In order to continue conducting remote meetings without complying with all of the Brown Act's public accessibility requirements while the state of emergency remains active, or while state or local officials have imposed or recommended measures to promote social distancing, the Board

of Directors must make the following findings by majority vote:

(A) That the Board has reconsidered the circumstances of the state of emergency; and

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

The circumstances set forth in (B) are present here, and upon reconsideration of the circumstances of the state of emergency, the Board has grounds to make the requisite AB 361 findings. First, the COVID-19 public health emergency continues to present imminent health and safety risks that directly impact the ability of members to meet safely in person. Second, state and local officials continue to impose or recommend measures to promote social distancing.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Alan Abbs
Reviewed by: Alexander G. Crockett

ATTACHMENTS:

1. Draft AB 361 Subsequent Resolution 100522

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

RESOLUTION NO. 2022-

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
BAY AREA AIR QUALITY MANAGEMENT DISTRICT AUTHORIZING
CONTINUED REMOTE TELECONFERENCE MEETINGS FOR THE PERIOD
OCTOBER 5 TO NOVEMBER 4, 2022**

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

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

WHEREAS, beginning in 2020, the COVID-19 pandemic gave rise to significant health risks that made it unduly risky for the Air District's legislative bodies to hold in-person public meetings; and

WHEREAS, the Brown Act authorizes remote teleconferencing participation in meetings by members of a legislative body, but as of the beginning of the pandemic, it included certain restrictions in Government Code section 54953(b)(3) that made fully remote meetings impractical; and

WHEREAS, in response to this situation, and in order to facilitate remote meetings to promote public health and allow for social distancing during the COVID-19 pandemic, the Legislature enacted AB 361 (Rivas), which (among other things) created Government Code section 54953(e); and

WHEREAS, 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, on September 7, 2022, the Board of Directors adopted Resolution No. 2022-18, finding that the requisite conditions exist for the legislative bodies of the Air District to conduct remote teleconference meetings without compliance with Government Code section 54953(b)(3), including (i) that there was and is a proclaimed state of emergency and state or local officials have imposed or recommended measures to promote social distancing, and (ii) that as a result of the state of emergency, meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, as a condition of continuing the use of the provisions found in section 54953(e) after adopting Resolution No. 2022-18 on September 7, 2022, at least every 30 days thereafter, 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, the COVID-19 state of emergency remains active and Governor Newsom's COVID-19 Emergency Proclamation of March 4, 2020 remains in effect to prevent, mitigate, and respond to the spread of COVID-19; and

WHEREAS, measures to promote social distancing have been ordered or recommended by state and local public health authorities; and

WHEREAS, the Board of Directors does hereby find that the COVID-19 public health emergency continues to present imminent health and safety risks that directly impact the ability of members to meet safely in person; and

WHEREAS, state and local officials continue to impose or recommend measures to promote social distancing; and

WHEREAS, the Board of Directors desires to affirm that a state of emergency exists and re-ratify the Governor's proclamation of state of emergency; and

WHEREAS, as a consequence of the local emergency persisting, the Board of Directors does hereby find that the legislative bodies of the Air 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 Air District is publicizing in its meeting agendas zoom and webcast links and phone numbers for members of the public to participate remotely in meetings of the Air District's legislative bodies.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE BAY AREA AIR QUALITY MANAGEMENT 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 finds that the state of emergency related to COVID-19 in the District remains active, that measures to promote social distancing have been ordered or recommended by public health authorities, and that the state of emergency continues to present imminent health and safety risks that directly impact the ability of members to meet safely in person.

Section 3. Re-ratification of Governor's Proclamation of a State of Emergency. The Board of Directors 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 the Air 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) November 4, 2022, or (ii) 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 the Air District may continue to teleconference without compliance with section 54953(b)(3).

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 5th day of OCTOBER, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

John Bauters
Chair of the Board of Directors

Teresa Barrett
Secretary of the Board of Directors

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
Memorandum

To: Chairperson John J. Bauters and Members
of the Board of Directors

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: October 5, 2022

Re: Approval of the Minutes of September 21, 2022

RECOMMENDED ACTION

Approve the draft minutes of the Board of Directors meeting of September 21, 2022.

BACKGROUND

None.

DISCUSSION

Attached for your review and approval are the draft minutes of the Board of Directors meeting of September 21, 2022.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Marcy Hiraztka
Reviewed by: Vanessa Johnson

ATTACHMENTS:

1. Draft Minutes of the Board of Directors Meeting of September 21, 2022

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

Board of Directors Regular Meeting
Wednesday, September 21, 2022

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*

This meeting was conducted under procedures authorized by Assembly Bill 361 (Rivas 2021) allowing remote meetings. The Board of Directors participated by teleconference.

CALL TO ORDER

1. **Opening Comments:** Board of Directors (Board) Chairperson, John J. Bauters, called the meeting to order at 9:01 a.m.

Roll Call:

Present: Chairperson John J. Bauters; Vice Chairperson Davina Hurt; Secretary Teresa Barrett; and Directors David Canepa, John Gioia, Carole Groom, David Haubert, Lynda Hopkins, David Hudson, Tyrone Jue, Otto Lee, Sergio Lopez, Nate Miley, Karen Mitchoff, Rob Rennie, Katie Rice, Mark Ross, Brad Wagenknecht, Shamann Walton, and Steve Young.

Absent: Directors Margaret Abe-Koga, Pauline Russo Cutter, and Erin Hannigan.

2. **PLEDGE OF ALLEGIANCE**
3. **PUBLIC MEETING PROCEDURE**
4. **SPECIAL ORDERS OF THE DAY**

Chair Bauters introduced recently promoted Air District employees, Aneesh Rana, Senior Staff Specialist in the Community Engagement Division, and Adam Shapiro, Manager in the Strategic Incentives Division. Both spoke about their history with/appreciation for the Air District.

CONSENT CALENDAR (Items 5 – 14)

5. Remote Teleconferencing per Assembly Bill (AB) 361
6. Approval of the Minutes of September 7, 2022
7. Board Communications Received from September 7, 2022, through September 20, 2022

8. Personnel Out-of-State Business Travel Report for August 2022
9. Projects and Contracts with Proposed Grant Awards Over \$500,000
10. Authorization to Execute a Contract with Trinity Technology Group, Inc. for Support of Grants Management Systems
11. Authorization to Execute Contract Extensions for My Air Online Software Development
12. Authorization to Execute Contract Amendment with Van Dermyden Makus Law Corporation
13. Report of the Community Advisory Council Meeting of September 8, 2022
14. Report of the Advisory Council Meeting of September 12, 2022

Public Comments

No requests received.

Board Comments

None.

Board Action

Director Groom made a motion, seconded by Director Young, to **approve** Consent Calendar Items 5 through 14, inclusive; and the motion **carried** by the following vote of the Board:

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

PRESENTATION

15. UPDATE ON DRAFT 2022 SCOPING PLAN

Rajinder Sahota, Deputy Executive Officer for Climate Change and Research at the California Air Resources Board (CARB), gave the presentation *Draft [Assembly Bill (AB) 32 Climate Change] 2022 Scoping Plan*, including: AB 32 Climate Change Scoping Plan statutory requirements; July 22nd letter from Governor Newsom; overview of the Draft 2022 Scoping Plan; health and economic metrics; metrics for natural and working lands; uplifting equity; California's climate policy framework; multi-state agency effort; incorporation of Environmental Justice Advisory Committee recommendations; what carbon neutrality means; proposed scenario - significant greenhouse gas (GHG) reductions at sources; proposed scenario - fossil fuel combustion declines significantly across all sectors; affordable, reliable, clean electricity grid; carbon removal and sequestration; natural working lands and the Scoping Plan; landscapes included in the Draft; natural working lands carbon stock loss over time; role and scaling of carbon removal; additional topics in Draft Scoping Plan; key recent climate legislation; and 2022 Scoping Plan updated schedule.

NOTED PRESENT: Director Miley was noted present at 9:17 a.m.

Public Comments

Public comments were given by Gary Hughes, biofuelwatch; Andrea Gara; 350.org; and Rochele Henderson.

Board Comments

The Board and staff discussed CARB's definition of "high road jobs"; whether adequate feedstock exist to accelerate the transition of refineries to clean fuels, and how that might affect other refineries' actions; concerns that smaller jurisdictions may lack the staff to apply for grants that could fund electric vehicle charging infrastructure for transitioning fleets, and whether CARB can offer technical assistance; plans to continue the use of the nuclear Diablo Canyon Power Plant in San Luis Obispo County; whether there were plans to expand nuclear power in California, risks and permanence of underground carbon injection; how emissions from aviation fuel are to be tracked as planes cross multiple states; whether reforestation is part of the Draft 2022 Scoping Plan; reasons why proposed scenarios of GHG reductions at sources indicate a small decrease of emissions from buildings, and how the category of "cement and steel production" are measured; the importance of supporting technology that pulls carbon from the air and turn it into aggregate for building material use; and how this scoping plan can quantify health benefits.

Board Action

None; receive and file.

DISCUSSION

16. CONSIDERATION OF PROPOSITION 30 (2022)

Alan Abbs, Legislative Officer, gave the staff presentation *Consideration of Proposition 30 (2022)*, including: outcome; outline; requested action; summary; ballot initiative timeline; program allocation; support; and opposition.

Public Comments

Public comments were given by Jed Holtzman, San Francisco resident.

Board Comments

The Board and staff discussed speculation as to why the Governor opposes (and Lyft supports) this ballot measure; whether polling data exists for this ballot measure; whether the adoption of Proposition 30 would benefit ride share companies or individual drivers of those companies; whether the Air District should officially take a position on this ballot measure; and the need to rebalance where people live and work instead of incentivizing the reduction of vehicle miles traveled.

Board Action

Director Mitchoff made a motion, seconded by Director Hudson, to **adopt** the position of SUPPORT for Proposition 30 (2022); and the motion **carried** by the following vote of the Board:

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

OTHER BUSINESS

17. PUBLIC COMMENT ON NON-AGENDA MATTERS

Public comments were given by Michael Harrison, EnviroAssets, Inc.

18. BOARD MEMBERS' COMMENTS

Director Hudson encouraged the Air District to consider sending Board members to attend the 36th Annual International Battery, Hybrid and Fuel Cell Electric Vehicle Symposium, to be held June 11, 2023 – June 14, 2023, in Sacramento.

Director Mitchoff spoke about a tour that she took of GoMentum Station in Concord, the nation's largest dedicated secure testing facility for connected and automated vehicle technology. She offered to coordinate a tour for any Board members or Air District staff interested in test driving automated vehicles. In addition, Chair Mitchoff announced that until September 25, the Broadway Plaza Shopping Center in Walnut Creek is hosting a studio pop-up for Lucid Air, the world's longest-range, fastest-charging luxury electric vehicle.

Director Gioia reported that FedEx is demonstrating cooperation with new land use conditions that Contra Costa County placed on one of the company's warehouses in North Richmond. On the day that the warehouse opens, one third of its truck fleet will be zero emission, and by Year 5, 100% of the fleet will be zero emission.

19. REPORT OF THE EXECUTIVE OFFICER/APCO

Sharon L. Landers, Interim Executive Officer/APCO, made the following announcements:

- In July 2022, the Air District was granted an abatement order from the agency's independent Hearing Board to shut down Green Sage Management Inc's diesel generators for ongoing violations at their Oakland Tinnery and Oakland Cannery facilities. Green Sage was required to shut down the diesel generators immediately but failed to comply with the order. On September 13, 2022, the Air District received a ruling from an Alameda County Superior Court judge, finding that an abatement order to shut down diesel generators at the Green Sage cannabis facilities in Oakland is immediately enforceable by further order of the court. Following a July abatement order from the Air District's independent Hearing Board ordering that all generators be shut down, five (of nine) continued to be used in defiance of the order through August. The

Alameda Superior Court judge's ruling rejected technical arguments that the order was not immediately enforceable and ratified the Air District Hearing Board's order to post the abatement order on the property. Further, the judge invited the Air District to apply for a temporary restraining order in the event there is any evidence of renewed interest in bringing diesel generators to the property in defiance of the hearing board order. The Air District's state court litigation seeks substantial civil penalties and provides the opportunity for continued judicial oversight of the Air District Hearing Board's abatement order and is crafted to prohibit Green Sage, YCL Investment Group LLC and XYZ Connections, Inc. from operating portable diesel generators at the 5601 and 5733 San Leandro Ave locations in Oakland.

- Based on the matter listed above, the Air District has been visiting other Bay Area cannabis cultivation operations and issuing subsequent NOVs. In addition, the Air District is working with law enforcement agencies, CARB, the California Attorney General's Office, and the California Department of Cannabis Control to ensure that the cannabis industry is complying with Air District regulations, by drafting a compliance advisory.
- Regarding the US Environmental Protection Agency's Air Quality Designations for Ozone, the Bay Area is currently designated as a "marginal, non-attainment" area, per the 2015 Ozone National Ambient Air Quality Standards. The EPA recently finalized its determination of the Bay Area's attainment designation, which did not revise the Bay Area's attainment designation for ozone standards. The Air District has not requested a change to the attainment designation, based on the recent EPA determination. Recent Air District monitoring data indicates that the Bay Area may deviate above and below the current ozone standard in the coming years.
- Dr. Ranyee Chiang, Director of Meteorology and Measurement, was asked to provide a summary on recent air quality.

20. CHAIRPERSON'S REPORT

Chair Bauters announced the following:

- Board members who are interested in serving as a Board Officer for the Calendar Year of 2023, or who wish to nominate another Board member as a Board Officer, must do so via electronic mail to Chair Bauters and Vanessa Johnson by close of business on October 20, 2022. The Board's Nominating Committee will meet on November 6, 2022, to consider a recommendation to the Board.
- On September 20, 2022, the Bay Area Air Quality Management District, California Air Resources Board, and San Francisco Department of Emergency Management launched the State's first Clean Air Center in the Bayview Hunters Point neighborhood in San Francisco. In the coming weeks, more than 300 clean air centers will be available throughout the Bay Area, when air quality is poor due to wildfires.

21. TIME AND PLACE OF NEXT MEETING

Wednesday, October 5, 2022, at 9:00 a.m., via webcast, teleconference, or Zoom, pursuant to procedures in accordance with Assembly Bill 361 (Rivas 2021).

CLOSED SESSION (11:37 a.m.)

**22. CONFERENCE WITH LEGAL COUNSEL RE ANTICIPATED LITIGATION
(GOVERNMENT CODE SECTIONS 54956.9(a) AND (d)(2))**

Pursuant to Government Code Sections 54956.9(a) and (d)(2), the Board met in Closed Session with Legal Counsel to discuss a significant exposure to litigation, based on facts and circumstances not known to a potential plaintiff or plaintiffs: Two cases.

REPORTABLE ACTION: Alexander Crockett, District Counsel announced that there was nothing to report.

OPEN SESSION (11:47 a.m.)

23. ADJOURNMENT

The meeting adjourned at 11:48 a.m.

Marcy Hiratzka
Clerk of the Boards

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
Memorandum

To: Chairperson John J. Bauters and Members
of the Board of Directors

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: October 5, 2022

Re: Board Communications Received from September 21, 2022 through October 4, 2022

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

None.

DISCUSSION

Copies of communications directed to the Board of Directors received by the Air District from September 21, 2022 through October 4, 2022, if any, will be distributed to the Board members by way of email.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Aloha de Guzman
Reviewed by: Vanessa Johnson

ATTACHMENTS:

None

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
Memorandum

To: Chairperson John Bauters and Members
of the Board of Directors

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: October 5, 2022

Re: Notices of Violations Issued and Settlements in Excess of \$10,000 in the Month of
August 2022

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

None.

DISCUSSION

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

BUDGET CONSIDERATION/FINANCIAL IMPACT

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

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Alexander G. Crockett

ATTACHMENTS:

1. Notices of Violations for the Month of August 2022

NOTICES OF VIOLATIONS ISSUED

The following Notice(s) of Violations were issued in August 2022:

Alameda						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Cal Trans/ San Leandro Equip Shop 4	FB115	San Leandro	A61720A	8/9/2022	2-1-307	Permit Requirement/Condition Violation
Cedar Lawn Memorial Park & Mortuary	A4122	Fremont	A61173A	8/11/2022	2-1-307	Permit Requirement/Condition Violation
Cedar Lawn Memorial Park & Mortuary	A4122	Fremont	A61173B	8/11/2022	1-523.3	Parametric Monitor Violation
Ed Simas	FB058	Alameda	A62235A	8/18/2022	8-7-301.1	Gasoline Dispensing Facility Violation
Ed Simas	FB058	Alameda	A62235B	8/18/2022	8-7-302.1	Gasoline Dispensing Facility Violation
Jabil 4050 Technology	E0197	Fremont	A61172A	8/4/2022	2-1-307	Permit Requirement/Condition Violation
Sunstate Equipment Co.	FB108	Oakland	A62238A	8/30/2022	8-7-316	Gasoline Dispensing Facility Violation

Contra Costa						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
CEMEX Construction Materials Pacific, LLC	A0828	Clayton	A61287A	8/1/2022	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A60013A	8/2/2022	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A60014A	8/2/2022	2-1-307	Permit Requirement/Condition Violation

Chevron Products Company	A0010	Richmond	A60017A	8/2/2022	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A60018A	8/2/2022	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A60019A	8/2/2022	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A60020A	8/2/2022	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61103A	8/1/2022	1-440	Denied Access Violation
Chevron Products Company	A0010	Richmond	A61104A	8/1/2022	1-301	Public Nuisance Violation
Chevron Products Company	A0010	Richmond	A60915A	8/2/2022	2-1-307	Requirement/Permit Condition Violation
Chevron Products Company	A0010	Richmond	A60916A	8/2/2022	2-1-307	Requirement/Permit Condition Violation
Chevron Products Company	A0010	Richmond	A60917A	8/2/2022	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A60918A	8/2/2022	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A60919A	8/2/2022	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A60920A	8/2/2022	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A60909A	8/2/2022	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A60910A	8/2/2022	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A60911A	8/2/2022	2-1-307	Permit Requirement/Condition Violation

Chevron Products Company	A0010	Richmond	A60912A	8/2/2022	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A60913A	8/2/2022	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A60914A	8/2/2022	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A60903A	8/2/2022	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A60904A	8/2/2022	2-6-307	Title V Requirement/Permit Condition Violation
Chevron Products Company	A0010	Richmond	A60905A	8/2/2022	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A60906A	8/2/2022	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A60907A	8/2/2022	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A60908A	8/2/2022	9-9-301.2	Turbine NOx or CO Violation
Corteva Agriscience - Pittsburg Operations	A0031	Pittsburg	A61286A	8/1/2022	2-6-307	Title V Requirement/Permit Condition Violation
Corteva Agriscience - Pittsburg Operations	A0031	Pittsburg	A61289A	8/23/2022	2-6-307	Title V Requirement/Permit Condition Violation
Delta Energy Center	B2095	Pittsburg	A61290A	8/24/2022	2-6-307	Title V Requirement/Permit Condition Violation
Golden Rain Foundation - Rossmoor	E4363	Walnut Creek	A62233A	8/16/2022	8-7-301.1	Gasoline Dispensing Facility Violation
Shell Catalysts & Technologies	A0227	Pittsburg	A61288A	8/18/2022	2-6-307	Title V Requirement/Permit Condition Violation

Marin						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Sa Ngasilpa #257384	Z5331	San Rafael	A61399A	8/4/2022	8-7-503.1	Gasoline Dispensing Facility Violation

Napa						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Napa State Hospital	A1634	Napa	A61520A	8/3/2022	9-9-504	Turbine NOx or CO Violation
Napa-Vallejo Waste Management Authority	A9183	Napa	A61521A	8/17/2022	2-1-307	Permit Requirement/Condition Violation
Napa-Vallejo Waste Management Authority	A9183	Napa	A61521B	8/17/2022	8-34-301.1	Landfill Violation

San Francisco						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Energy Center San Francisco LLC	A8988	San Francisco	A62631A	8/24/2022	2-6-307	Title V Requirement/Permit Condition Violation
Union 76 Branded	Z2895	San Francisco	A61400A	8/24/2022	2-1-307	Permit Requirement/Condition Violation

San Mateo						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
A&M Properties	Y3495	South San Francisco	A62236A	8/23/2022	2-1-307	Permit Requirement/Condition Violation
A&M Properties	Y3495	South San Francisco	A62236B	8/23/2022	8-7-302.1	Gasoline Dispensing Facility Violation
A&M Properties, LP	FB060	South San Francisco	A62234A	8/18/2022	2-1-307	Permit Requirement/Condition Violation
A&M Properties, LP	FB060	South San Francisco	A62234B	8/18/2022	8-7-302.1	Gasoline Dispensing Facility Violation
AHMC Seton Medical Center	A1000	Daly City	A59726A	8/3/2022	9-7-307.3	Boiler Emissions Violation
Gladys Greco	FB016	San Carlos	A61696A	8/3/2022	8-7-302.1	Gasoline Dispensing Facility Violation

Santa Clara						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Bay Area Auto Care	FB013	Sunnyvale	A61697A	8/17/2022	2-1-307	Permit Requirement/Condition Violation
Bloom Energy	B7348	Sunnyvale	A58396A	8/11/2022	2-1-307	Permit Requirement/Condition Violation
Cintas Corporation	E3156	Gilroy	A59785A	8/10/2022	2-1-307	Permit Requirement/Condition Violation
Civic Center Temporary Housing: County of S C	E4812	San Jose	A61584A	8/2/2022	2-1-307	Permit Requirement/Condition Violation
Mission Trail Oil Co.	FA523	Santa Clara	A61698A	8/25/2022	8-7-301.5	Gasoline Dispensing Facility Violation
Recology Pacheco Pass	A6370	Gilroy	A59786A	8/17/2022	8-34-301.1	Landfill Violation

Recology Pacheco Pass	A6370	Gilroy	A59787A	8/17/2022	8-34-301.1	Landfill Violation
Sustainable Organic Solutions	E2910	Santa Clara	A61633A	8/8/2022	2-1-301	No Authority to Construct and No Permit to Operate
Sustainable Organic Solutions	E2910	Santa Clara	A61633B	8/8/2022	2-1-302	No Authority to Construct and No Permit to Operate

Solano						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Valero Refining Company - California	B2626	Benicia	A59527A	8/8/2022	8-18-309	Equipment Leak Violation
Valero Refining Company - California	B2626	Benicia	A59527B	8/8/2022	CCR	California Code of Regulation Violation
Valero Refining Company - California	B2626	Benicia	A60803A	8/25/2022	8-5-306.2	Storage Tank Violation

Sonoma						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
BoDean Company Inc.	A1641	Santa Rosa	A61560A	8/31/2022	2-1-301	No Authority to Construct
BoDean Company Inc.	A1641	Santa Rosa	A61561A	8/31/2022	6-1-301	Visible Emissions Violation
BoDean Company Inc.	A1641	Santa Rosa	A61562A	8/31/2022	2-1-307	Permit Requirement/Condition Violation

District Wide						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Comcast	FA990	Sacramento	A61612A	8/1/2022	2-1-301	No Authority to Construct and No Permit to Operate
Comcast	FA990	Sacramento	A61612B	8/1/2022	2-1-302	No Authority to Construct and No Permit to Operate
Isotech Environmental Corp	FB017	Roseville	A61662A	8/9/2022	11-2-401.3	Asbestos Violation
RADC Enterprise Inc.	FA454	Upland	A62237A	8/25/2022	2-1-307	Permit Requirement/Condition Violation
Riverbank Interiors	J1131	Riverbank	A60093A	8/11/2022	11-2-303.6	Asbestos Violation
Tesoro West Coast Company, LLC	Z9304	San Antonio	A62232A	8/15/2022	8-7-301.5	Gasoline Dispensing Facility Violation
United Rentals (North America), Inc.	FA969	Streamwood	A61136A	8/16/2022	CCR	California Code of Regulation Violation

SETTLEMENTS FOR \$10,000 OR MORE REACHED

There were 3 settlements for \$10,000 or more completed in August 2022.

- 1) On August 9, 2022, the Air District reached a settlement with San Francisco Public Utilities Commission for \$20,000, regarding the allegations contained in the following two (2) Notices of Violation:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A59014A	7/28/2021	3/4/2021	2-1-307	Permit Requirement/Condition Violation
A59015A	11/4/2021	9/14/2021	2-1-307	Permit Requirement/Condition Violation

- 2) On August 15, 2022, the Air District reached a settlement with Northrop Grumman Systems Corporation for \$12,000, regarding the allegations contained in the following one (1) Notice of Violation:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A58385A	1/5/2022	1/15/2021	2-1-307	Permit Requirement/Condition Violation

- 3) On August 31, 2022, the Air District reached a settlement with BFI Newby Island Recycler and International Disposal Corp of CA for \$210,000, regarding the allegations contained in the following 30 Notices of Violation:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A26693A	11/5/2015		1-301	Public Nuisance Violation
A52021A	1/6/2015	12/23/2014	1-301	Public Nuisance Violation
A52022A	1/6/2015	12/27/2014	1-301	Public Nuisance Violation
A52023A	1/20/2015	1/8/2015	1-301	Public Nuisance Violation
A52024A	1/20/2015	1/9/2015	1-301	Public Nuisance Violation
A52025A	1/20/2015	1/17/2015	1-301	Public Nuisance Violation
A52063A	3/7/2016	2/6/2016	1-301	Public Nuisance Violation
A53914A	10/19/2015	10/19/2015	8-34-303	Landfill Violation
A53960A	2/10/2015	2/10/2015	8-34-301.2	Landfill Violation

A53960B	2/10/2015		8-34-305	Landfill Violation
A53961A	2/10/2015	2/10/2015	8-34-303	Landfill Violation
A53968A	10/23/2015	10/20/2015	1-301	Public Nuisance Violation
A53990A	12/7/2015	11/7/2015	1-301	Public Nuisance Violation
A54233A	10/23/2015	10/13/2015	1-301	Public Nuisance Violation
A54234A	2/26/2016	2/11/2016	8-34-303	Landfill Violation
A54234B	2/26/2016	2/11/2016	CCR	California Code of Regulation Violation
A54235A	2/26/2016	2/11/2015	8-34-305	Landfill Violation
A54235B	2/26/2016	2/11/2016	CCR	California Code of Regulation Violation
A55654A	3/10/2017	12/16/2016	1-301	Public Nuisance Violation
A55678A	8/29/2016	8/16/2016	8-34-303	Landfill Violation
A55678B	8/29/2016	8/16/2016	CCR	Landfill Violation
A55679A	8/29/2016	8/16/2016	8-34-305.1	Landfill Violation
A55679B	8/29/2016	8/16/2016	CCR	California Code of Regulation Violation
A55698A	7/28/2017	7/18/2017	8-34-303	Landfill Violation
A55698B	7/28/2017	7/18/2017	CCR	California Code of Regulation Violation
A55971A	3/10/2017	12/30/2016	1-301	Public Nuisance Violation
A56305A	3/3/2016	2/20/2016	1-301	Public Nuisance Violation
A58201A	10/24/2019	10/24/2019	8-34-301.2	Landfill Violation
A58201B	10/24/2019	10/24/2019	8-34-303	Landfill Violation
A58878A	3/7/2019	1/18/2019	8-34-301.1	Landfill Violation
A58878B	3/7/2019	1/18/2019	CCR	California Code of Regulation Violation
A58878C	3/7/2019	1/18/2019	2-6-307	Title V Requirement/Permit Condition Violation
A58878D	3/7/2019	1/18/2019	1-523	Parametric Monitor Violation
A58880A	2/4/2019	11/8/2018	8-34-301.2	Landfill Violation

A58880B	2/4/2019	11/8/2018	8-34-303	Landfill Violation
A58880C	2/4/2019	11/8/2018	CCR	California Code of Regulation Violation
A58884A	5/6/2019	5/6/2019	8-34-305.1	Landfill Violation
A58884B	5/6/2019	5/6/2019	10	Code of Federal Regulation Violation
A58885A	5/13/2019	5/13/2019	8-34-301.2	Landfill Violation
A58886A	5/13/2019	5/13/2019	8-34-303	Landfill Violation
A58886B	5/13/2019	5/13/2019	10	Code of Federal Regulation Violation
A58887A	5/13/2019	5/13/2019	8-34-305.1	Landfill Violation
A58887B	5/13/2019	5/13/2019	10	Code of Federal Regulation Violation
A59431A	2/20/2020	1/30/2020	8-34-303	Landfill Violation
A59432A	3/5/2020	11/27/2019	8-34-301.1	Landfill Violation

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
Memorandum

To: Chairperson John J. Bauters and Members
of the Board of Directors

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: October 5, 2022

Re: Authorization to Execute Contract with True North Research, Inc.

RECOMMENDED ACTION

Recommend the Board of Directors authorize the Interim Executive Officer/APCO to execute a Professional Services Contract with True North Research, Inc. for an amount not to exceed \$58,000, to collect household survey data this winter to help evaluate a recently updated method for estimating air pollution emissions from residential woodburning. Approval of this contract will bring the total value of the Air District's contracts with True North Research, Inc. for similar services to \$133,000.

BACKGROUND

Residential woodburning is a major source of fine particulate matter (PM_{2.5}) in the Bay Area, accounting for about a third of PM_{2.5} emissions on an average winter day. To help put these emissions in context, Air District staff are aiming to present the Board of Directors with a modeling-based evaluation of the health impacts of Bay Area residential woodburning in the fall of 2023. To this end, through a contract with Baseline Environmental Consulting, staff have developed a new method for estimating woodburning emissions, a key input for air quality modeling and for the evaluation of woodburning's health impacts.

The woodburning emissions generated using the new method are significantly different from those generated previously, especially in high population areas. If approved, this project will conduct household surveys, focused in high population areas, during the upcoming woodburning season to check key inputs for the new method. Data from the survey will help staff evaluate the new method and perhaps adjust the method based on updated inputs. Key survey information will include types of woodburning devices (such as fireplace, EPA-certified wood stove, and non-EPA-certified wood stove) and wood consumption rates in different parts of the Bay Area. Evaluating the revised method for estimating woodburning emissions is an important step for accurately estimating the health impacts of residential woodburning.

DISCUSSION

The Air District's Communications Office has an open service contract with True North Research, Inc. to conduct surveys in the Bay Area for various purposes, including the evaluation and effectiveness of the Spare-the-Air program. True North Research, Inc. has been conducting surveys for the Air District since 2004 and is familiar with the Air District's programs. While the services provided under this new contract will be different than those provided to the Air District's Communications Office, by using True North Research, Inc. service, staff can develop and conduct a woodburning survey in time for the upcoming woodburning season and preserve the current schedule for evaluating woodburning health impacts. In addition, even within the compressed project timeline, based on past experience with the Spare the Air program, staff are confident that True North Research, Inc. will successfully conduct sampling in high population areas to produce statistically significant results that hold up scientifically.

The existing contract with True North Research, Inc. is for an amount not to exceed \$75,000. With the addition of this contract, the total funding to True North Research, Inc. would be \$133,000.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding in the amount of \$58,000 for this contract is included in the program 603 budget for Fiscal Year Ending 2023.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Saffet Tanrikulu and Phil Martien
Reviewed by: Greg Nudd

ATTACHMENTS:

1. Executed Contract Agreement - Contract No. 2022.123
2. Proposed Draft Contract - Contract No. 2022.231

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

PROFESSIONAL SERVICES CONTRACT

CONTRACT NO. 2022.123

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 **True North Research** (“CONTRACTOR”) whose address is 1592 N. Coast Hwy 101, Encinitas, CA 92024.
2. **RECITALS**
 - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for services described in the Scope of Work, attached hereto as Attachment A and made a part hereof by this reference. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the services.
 - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
3. **PERFORMANCE REQUIREMENTS**
 - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
 - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
 - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
 - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
 - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
 - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraphs A-E above.
4. **TERM** – The term of this Contract is from date of Contract execution to December 31, 2022, unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.
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: 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 \$75,000.
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 \$75,000. 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: Juan Romero

CONTRACTOR: True North Research
1592 N. Coast Hwy 101
Encinitas, CA 92024
Attn: Tim McLarney

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

TRUE NORTH RESEARCH

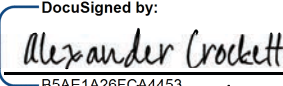
By: 
Sharon Landers
Interim Executive Officer/APCO

By: 
Tim McLarney
Director

Date: 6/29/2022

Date: 6-6-2022

Approved as to form:
District Counsel

By:  6/20/2022
Alexander Crockett
District Counsel

ATTACHMENT A

SCOPE OF WORK

Overview

The Spare the Air Program was established by DISTRICT in 1991 to educate residents about air pollution and to encourage residents to modify their behavior to reduce and prevent air pollution. During the ozone season (May to October), the DISTRICT's Spare the Air campaign seeks to raise public awareness of air pollution, increase knowledge of ways to reduce vehicle trips and vehicle miles traveled (VMT), and ultimately encourage positive air quality choices and behaviors that reduce emissions. To help inform the Spare the Air Program, statistically reliable surveys are conducted throughout the season to measure and quantify the impacts of the campaign on awareness, attitudes, behaviors, and emissions.

For the 2022 season, DISTRICT is interested in augmenting the data collection and analysis efforts to include additional interviews with residents of impacted and overburdened communities (oversample) and comparative analyses of how their Spare the Air-related experiences, knowledge, opinions, and activities may differ.

CONTRACTOR has experience with DISTRICT's Spare the Air Program and will perform the following tasks:

Task 1: Develop Oversampling Plan

CONTRACTOR will identify Assembly Bill (AB) 617 (C. Garcia 2017) impacted communities and overburdened communities by Census Tract, append Census information, and develop a plan to oversample from these communities to ensure statistically reliable estimates at the 95% level of confidence.

Task 2: Acquire Sample & Collect Data

CONTRACTOR will acquire sample and collect at least 600 interviews from randomly-selected adults in impacted communities in accordance with the survey plan. CONTRACTOR's interviewers will be professional and experienced personnel.

Task 3: Weighting, Data Processing and Validation

CONTRACTOR will weight the data to adjust for oversampling, process the survey data, perform validation checks, clean the data as needed, code and recode open-ended responses.

Task 4: Reporting

CONTRACTOR will include the impacted communities oversample interviews and survey data in the summary report which will include a detailed question-by-question analysis, a description of the methodology, an executive summary of the key findings and conclusions/recommendations, as well as a comprehensive set of cross tabulations showing how the answers varied by subgroups of respondents. The report will include graphics that display project findings, as well as insightful narrative discussion of the results and their implications.

CONTRACTOR will submit the draft report in electronic format to the DISTRICT for review along with the processed data in a usable electronic format (e.g., Excel spreadsheet). CONTRACTOR will address the DISTRICT's comments and questions and finalize the report. CONTRACTOR will remain available to assist and advise the DISTRICT during the review process.

Task 5: Presentation

CONTRACTOR will present the study findings to DISTRICT staff and representatives, with a particular focus on how impacted and overburdened communities compare to their counterparts on key metrics of interest to the DISTRICT.

ATTACHMENT B**COST SCHEDULE**

DISTRICT shall pay CONTRACTOR a fixed fee to complete the tasks outlined in Attachment A, Scope of Work and in accordance with the table below. CONTRACTOR shall invoice DISTRICT following completion of each Task. Payment will be made in accordance with Section 8 ("Payment") of this Contract.

Task	Payment
Task 1: Oversampling Plan	\$3,000
Task 2: Acquire Sample & Collect Data	\$55,000
Task 3: Weighting, Data Processing & Validation	\$4,500
Task 4: Reporting	\$7,500
Task 5: Presentation	\$5,000
Total	\$75,000

Total Cost of Contract not to exceed: \$75,000.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

PROFESSIONAL SERVICES CONTRACT

CONTRACT NO. 2022.231

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 **True North Research, Inc.** (“CONTRACTOR”) whose address is 1592 N Coat Highway 101, Encinitas, CA 92024.
2. **RECITALS**
 - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for services described in the Scope of Work, attached hereto as Attachment A and made a part hereof by this reference. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the services.
 - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
3. **PERFORMANCE REQUIREMENTS**
 - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
 - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
 - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
 - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
 - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
 - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraphs A-E above.
4. **TERM** – The term of this Contract is from date of Contract execution to June 30, 2023, 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: 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 \$58,000.
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 \$58,000. 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: Saffet Tanrikulu

CONTRACTOR: True North Research, Inc.
1592 N Coast Highway 101
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Attn: Timothy McLarney

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

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- 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.

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- 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.
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developed under this Contract shall at all times remain with DISTRICT, unless otherwise agreed to in writing.

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- A. DISTRICT shall approve in writing any report or other document prepared by CONTRACTOR in connection with performance under this Contract prior to dissemination or publication of such report or document to a third party. DISTRICT may waive in writing its requirement for prior approval.
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- D. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and shall require compliance with the above.

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.

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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

TRUE NORTH RESEARCH, INC.

By: _____
Sharon Landers
Interim Executive Officer/APCO

By: _____
Timothy McLarney
President

Date: _____

Date: _____

Approved as to form:
District Counsel

By: _____
Alexander G. Crockett
District Counsel

ATTACHMENT A

SCOPE OF WORK

Overview:

Residential wood combustion is a major source of fine particulate matter (PM_{2.5}) in the Bay Area. To better estimate wood combustion emissions, the Bay Area Air Quality Management District (DISTRICT) recently updated the methodology and datasets for quantifying residential wood combustion emissions within the San Francisco Bay Area Air Basin. (See *Updated Methodology for Estimating Residential Wood Burning Emissions in the San Francisco Bay Area Air Basin*, a report prepared for the DISTRICT by Baseline Environmental Consulting, November 2021.)

The new methodology generates wood smoke emission estimates that are significantly different from those generated using the prior methodology, especially in selected geographies (Area Codes 415, 408, and 925). To validate the findings of the new methodology and potentially adjust the model based on updated parameters, the DISTRICT is interested in conducting a statistically reliable survey of households in the selected geographies identified above to gather up-to-date information on variables that are key drivers of the model's estimates. These key drivers include types of woodburning devices (e.g., fireplace, EPA-certified woodstove, non-EPA-certified woodstove), and wood consumption rates (e.g., cords of wood burned per year). These geographic areas combined contain more than half of the Bay Area's population.

True North Research Inc. (CONTRACTOR) will assist the DISTRICT in collecting survey data for the winter months (November–February) of 2022–2023 for the purpose of validating wood combustion emission estimates. CONTRACTOR will perform the following tasks:

Task 1: Preparation of a Plan and Questionnaire

CONTRACTOR will meet with DISTRICT to thoroughly discuss the objectives and methodology of the winter wood smoke survey, develop a draft questionnaire, and develop a survey plan. CONTRACTOR will submit the draft plan along with the questionnaire to the DISTRICT for review and approval. CONTRACTOR will revise the plan and questionnaire as needed until approved by the DISTRICT.

Task 2: Preparation of Computer-Assisted Telephone Interviewing and Web Programming

CONTRACTOR will prepare a telephone-based Computer-Assisted Telephone Interviewing (CATI) program and a web-based program to allow for three methods of recruiting (email, text, and telephone) and two methods of data collection (telephone survey and a secure, password-protected online survey). CONTRACTOR will test these survey instruments to ensure their effectiveness for collecting accurate and reliable data before launching the survey and collecting data.

Task 3: Collection of Data

CONTRACTOR will collect at least 1,200 interviews in accordance with the survey plan developed under Task 1 (stratified random sampling) from November 2022 through February 2023. A sample of this size will generate estimates with an overall statistical margin of error due to sampling of +/-3% at the 95% confidence level, and +/-4.7% within the respective Area Codes. CONTRACTOR's interviewers will be professional and experienced personnel.

Task 4: Processing and Validation of Data

CONTRACTOR will process the survey data, perform validation checks, clean the data as needed, code and recode open-ended responses, and adjust for strategic oversampling, if any, through the statistical procedure known as “weighting.”

Task 5: Reporting

CONTRACTOR will prepare a report on the survey findings, including a detailed question-by-question analysis, a description of the methodology, an executive summary of the key findings, and a comprehensive set of cross tabulations showing how the answers varied by subgroups of respondents.

CONTRACTOR will submit the draft report in electronic format to the DISTRICT for review along with the processed data in a usable electronic format (e.g., Excel spreadsheet) by March 31, 2023. CONTRACTOR will address the DISTRICT’s comments and questions and finalize the report by June 30, 2023. CONTRACTOR will remain available to assist and advise the DISTRICT during the review process.

ATTACHMENT B

COST SCHEDULE

DISTRICT shall pay CONTRACTOR a fixed price of \$58,000 to complete all tasks outlined in the Scope of Work (Attachment A) in accordance with the payment schedule below. Payment for Project Management will be paid upon completion of the project. Payment will be made in accordance with Section 8 ("Payment") of this Contract.

Task		Payment
Task 1: Preparation of Plan and Questionnaire	\$	4,600
Task 2: Preparation of CATI & Web Programming	\$	2,600
Task 3: Collect Data	\$	40,200
Task 4: Data Processing and Validation	\$	3,400
Task 5: Reporting	\$	6,000
Project Management	\$	1,200
Total	\$	58,000

Total costs of contract not to exceed \$58,000.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Chairperson John J. Bauters and Members
of the Board of Directors

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: October 5, 2022

Re: Authorization to Execute Contract Amendment for Energy and Environmental
Economics, Inc.

RECOMMENDED ACTION

Recommend the Board of Directors authorize the Executive Officer/APCO to execute a contract amendment for Energy and Environmental Economics, Inc. (E3) for \$27,515 of additional work, on a time and materials basis. This would increase their current contract from \$93,400 to \$120,915.

BACKGROUND

In carrying out our mission to improve air quality and protect public health in the San Francisco Bay Area, the Bay Area Air Quality Management District (Air District) develops new rules and amends existing rules to further reduce the emissions of air pollutants. In the development of these new rules and amendments, the California Environmental Quality Act (CEQA) requires that the Air District conduct an analysis of the anticipated environmental impacts of the proposed rulemaking. While analyzing these environmental impacts for proposed amendments to Regulation 9, Rule 4: Nitrogen Oxides from Fan Type Residential Central Furnaces and Regulation 9, Rule 6: Nitrogen Oxides Emissions from Natural Gas-Fired Water Heaters, Air District staff identified the need for additional analysis to review electrical grid impacts as a result of this rule development effort. E3 was chosen as a sole source contractor due to their status as a subject matter expert in the field of building retrofits and energy resource modeling. They have developed similar reports for a variety of organizations in the recent past that are widely cited and respected.

The Air District entered into Contract No. 2022.104 with E3 on April 20, 2022, for a total not to exceed \$93,400. On August 11, 2022, Contract Amendment No.1 was executed as a no cost contract extension to allow E3 to continue work during the extended timeline of the rule development process.

DISCUSSION

E3 has completed the original scope of their analysis. Since initial contract execution, the need for additional tasks has been identified in order to fully support the rule development effort. This additional work supports the existing rule development process and does not independently impact the timeline of the project. Therefore, amendments, including Board of Directors approval, are needed to ensure that E3 can complete the additional tasks identified below:

- Additional presentation to the Board of Directors, if needed
- Support in reviewing and responding to public comments on the E3 report and related Environmental Impact Report

BUDGET CONSIDERATION/FINANCIAL IMPACT

The additional amount of \$27,515 to amend the contract is included in the approved budget for the Fiscal Year Ending 2023.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Jennifer Elwell
Reviewed by: Elizabeth Yura

ATTACHMENTS:

1. Executed Contract Agreement - Contract No. 2022.104
2. Executed Amendment No. 1 - Contract No. 2022.104
3. Proposed Draft Contract Amendment No. 2 - Contract No. 2022.104

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

PROFESSIONAL SERVICES CONTRACT

CONTRACT NO. 2022.104

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 **Energy and Environmental Economics** (“CONTRACTOR”) whose address is 44 Montgomery Street, Suite 1500, 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 paragraphs A-E above.
4. TERM – The term of this Contract is from date of Contract execution to August 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.

- 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.
- 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 \$93,400.
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 \$93,400. 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: Jennifer Elwell

CONTRACTOR: Energy and Environmental Economics
44 Montgomery Street, Suite 1500
San Francisco, CA 94104
Attn: Amber Mahone

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. CONTRACTOR shall assign those employees listed in the Cost Schedule to perform work under this Contract. CONTRACTOR shall not assign different employees to perform this work without the express written permission of DISTRICT, which DISTRICT will not unreasonably withhold.
- D. DISTRICT reserves the right to review the credentials to perform the work of any of CONTRACTOR's employees assigned herein and to disapprove CONTRACTOR's assignments. CONTRACTOR warrants that it will not employ any subcontractor(s) without prior written approval from DISTRICT.

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.

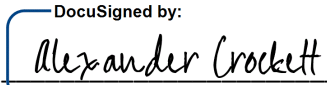
18. ASSIGNMENT – No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Contract to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.
19. WAIVER – No waiver of a breach, of failure of any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

ENERGY AND ENVIRONMENTAL ECONOMICS

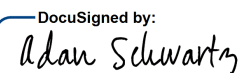
By: 
Alexander Crockett
Interim Executive Officer/APCO

By: 
Amber Mahone
Partner

Date: 4/20/2022

Date: 4/18/2022

Approved as to form:
District Counsel

By:  4/20/2022
Adan Schwartz
Acting District Counsel

ATTACHMENT A

SCOPE OF WORK

Overview:

DISTRICT is currently evaluating potential amendments to rules 9-4 and 9-6, which govern nitrogen oxide (NOx) emissions from residential and commercial space and water heating systems. The amendments include a zero NOx standard for small boilers applicable on January 1, 2027, a zero NOx standard for residential and commercial gas furnaces applicable on January 1, 2029, and a zero NOx standard for larger commercial boilers applicable on January 1, 2031. The only current technology that meets these zero NOx standards are electric-powered appliances. Other compliant technologies may be developed before the rule requirements would be in effect. However, in order to understand the worst-case impacts of the potential rule amendments on the capacity of the electric grid, the DISTRICT would like to analyze the hypothetical growth in electricity demand from converting all existing natural gas-powered residential and commercial space and water heating systems that are regulated under proposed rules 9-4 and 9-6 to electric-powered appliances.

CONTRACTOR has extensive experience evaluating the impacts of building and vehicle electrification on the electric grid. CONTRACTOR will evaluate potential electric grid impacts resulting from the proposed zero NOx standards and provide a report to DISTRICT describing these impacts.

Task 1: Grid Impact Evaluation

CONTRACTOR will develop a high-level estimate of potential electric grid impacts from the proposed amendments. CONTRACTOR will start from the electric device adoption forecasts that DISTRICT has developed related to the rule changes. CONTRACTOR's analysis will consider whether, and to what extent if so, the amount of new space and water heating loads and the hourly timing of those loads would drive the need for new grid infrastructure in the Bay Area at large.

CONTRACTOR's grid impact analysis from the proposed amendment will consider four (4) components of the electric grid:

1. Electric Generation (including current and future committed)
2. Electric Generation Capacity
3. Electric Transmission
4. Electric Distribution

Some of CONTRACTOR's analysis will depend on assumptions that are uncertain, such as the forecast of air conditioning adoption. CONTRACTOR will clearly identify these uncertainties and describe their effect on the results. CONTRACTOR will evaluate the electric grid impacts relative to a counterfactual scenario where the rule changes do not occur. However, different counterfactual scenarios could have very different levels of building electrification adoption. As one bookend, a "Business As Usual" scenario may include very low levels of building electrification, but would not be aligned with California's decarbonization targets. As a middle ground case, the Integrated Resource Planning process (IRP) includes a High Electrification scenario with some building electrification growth in the near term. As a high bookend, California Air Resources Board's (CARB) 2022 Scoping Plan Update considers scenarios that achieve net zero emissions by 2035 and 2045, and these scenarios have a very high level of building electrification growth. CONTRACTOR will analyze the proposed rule changes relative to a range of counterfactual scenarios to provide a range of estimated grid impacts.

Deliverables: Excel workbook with results of the impact analysis.

Task 2: Written Report

CONTRACTOR will prepare a 10-20 page report describing the methodology and results of the grid impacts evaluation. CONTRACTOR will provide a draft report to DISTRICT for review and CONTRACTOR will incorporate DISTRICT feedback and comments into the final report.

CONTRACTOR will develop a slide deck describing the methodology and results and will present the results to DISTRICT staff and/or board members.

Deliverables: Draft report, final memo, slide deck, and presentation

Other:

PARTIES will mutually agree upon a project kickoff meeting for introductions, work plan discussion, and to discuss data needs.

CONTRACTOR and DISTRICT will mutually agree upon meeting frequencies between PARTIES to discuss project progress and questions.

Project Schedule (tentative):

- Draft Report – completed by mid June 2022
- Final Report – completed by end of June 2022
- Slide Deck – completed by end of June 2022
- Presentation – TBD

ATTACHMENT B**COST SCHEDULE**

DISTRICT shall pay CONTRACTOR to complete the tasks outlined in Attachment A, Scope of Work at a cost not to exceed \$93,400. DISTRICT will pay CONTRACTOR for work at the hourly rates and up to the not to exceed amount for each task listed in the tables below. CONTRACTOR will submit monthly invoices for payment for the number of hours worked in the previous month. Payments will be made within thirty (30) calendar days after DISTRICT's receipt and approval of CONTRACTOR's invoice. Any proposed expense reimbursement for equipment, material, supplies and/or travel must be approved by DISTRICT in writing in advance.

CONTRACTOR's Hourly Rates

Title	Hourly Rate
Managing Partner	\$615
Senior Partner	\$510
Partner	\$470
Senior Director	\$425
Director	\$410
Associate Director	\$385
Senior Managing Consultant	\$355
Managing Consultant	\$325
Senior Consultant	\$295
Consultant	\$245
Associate	\$215

Detailed Budget Estimate

E3 Staff	Title	Hourly Rate	Task 1 Grid impacts	Task 2 Written memo	Total
		(\$)	(Hours)	(Hours)	(Hours)
John De Villier	Consultant	\$ 245	80	30	110
Michaela Levine	Consultant	\$ 245	10		10
Ari Gold-Parker	Senior Managing Consultant	\$ 355	50	60	110
Eric Cutter	Senior Director	\$ 425	10	10	20
Amber Mahone	Partner	\$ 470	15	20	35
Task 1: Grid impacts evaluation		\$ 51,100			
Task 2: Written memo		\$ 42,300			
Total		\$ 93,400			

Total Cost of Contract not to exceed: \$93,400.

AMENDMENT NO. 1 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2022.104

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, July 8, 2022.

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **Energy and Environmental Economics** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for evaluating potential electric grid impacts resulting from the proposed zero NOx standards from potential amendments to rules 9-4 and 9-6 (the "Contract"), which Contract was executed on behalf of CONTRACTOR on April 18, 2022 and on behalf of DISTRICT on April 20, 2022.
2. The PARTIES seek to extend the term to the Contract because the DISTRICT seeks to continue receiving services from CONTRACTOR prescribed in the Contract and CONTRACTOR desires to provide those services.
3. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

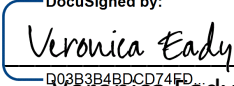
TERMS AND CONDITIONS OF CONTRACT AMENDMENT:

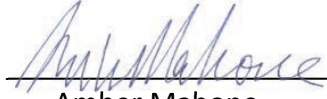
1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 4, "Term." The term of the Contract shall be extended so that the termination date of the Contract is now March 31, 2023.
2. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

ENERGY AND ENVIRONMENTAL
ECONOMICS

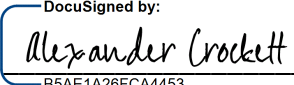
By: 
Veronica Eady
Acting Executive Officer/APCO

By: 
Amber Mahone
Partner

Date: 8/11/2022

Date: 8/1/2022

Approved as to form:
District Counsel

By: 
Alexander Crockett
District Counsel

8/11/2022

AMENDMENT NO. 2 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2022.104

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

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **Energy and Environmental Economics** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for evaluating potential electric grid impacts resulting from the proposed zero NOx standards from potential amendments to rules 9-4 and 9-6 (the "Contract"), which Contract was executed on behalf of CONTRACTOR on April 18, 2022 and on behalf of DISTRICT on April 20, 2022.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated July 8, 2022, for reference purposes only, to extend the term of the Contract.
3. The PARTIES seek to amend the total cost, Scope of Work, and Cost Schedule to the Contract because the DISTRICT seeks additional services from CONTRACTOR prescribed in the Contract and CONTRACTOR desires to provide those additional services.
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 Paragraph D of Section 8, "Payment," of the Contract to replace "\$93,400" with "\$120,915."
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$93,400" with "\$120,915."
3. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment A, Scope of Work, with the attached "Attachment A-1, Scope of Work" and agree that all references in the Contract to Attachment A shall be deemed to refer to Attachment A-1, Scope of Work.
4. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment B, Cost Schedule, with the attached "Attachment B-1, Cost Schedule" and agree that all

references in the Contract to Attachment B shall be deemed to refer to Attachment B-1, Cost Schedule.

5. 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

ENERGY AND ENVIRONMENTAL
ECONOMICS

By: _____
Veronica Eady
Acting Executive Officer/APCO

By: _____
Amber Mahone
Partner

Date: _____

Date: _____

Approved as to form:
District Counsel

By: _____
Alexander G. Crockett
District Counsel

ATTACHMENT A-1

SCOPE OF WORK

Overview:

DISTRICT is currently evaluating potential amendments to rules 9-4 and 9-6, which govern nitrogen oxide (NOx) emissions from residential and commercial space and water heating systems. The amendments include a zero NOx standard for small boilers applicable on January 1, 2027, a zero NOx standard for residential and commercial gas furnaces applicable on January 1, 2029, and a zero NOx standard for larger commercial boilers applicable on January 1, 2031. The only current technology that meets these zero NOx standards are electric-powered appliances. Other compliant technologies may be developed before the rule requirements would be in effect. However, in order to understand the worst-case impacts of the potential rule amendments on the capacity of the electric grid, the DISTRICT would like to analyze the hypothetical growth in electricity demand from converting all existing natural gas-powered residential and commercial space and water heating systems that are regulated under proposed rules 9-4 and 9-6 to electric-powered appliances.

CONTRACTOR has extensive experience evaluating the impacts of building and vehicle electrification on the electric grid. CONTRACTOR will evaluate potential electric grid impacts resulting from the proposed zero NOx standards and provide a report to DISTRICT describing these impacts.

Task 1: Grid Impact Evaluation

CONTRACTOR will develop a high-level estimate of potential electric grid impacts from the proposed amendments. CONTRACTOR will start from the electric device adoption forecasts that DISTRICT has developed related to the rule changes. CONTRACTOR's analysis will consider whether, and to what extent if so, the amount of new space and water heating loads and the hourly timing of those loads would drive the need for new grid infrastructure in the Bay Area at large.

CONTRACTOR's grid impact analysis from the proposed amendment will consider four (4) components of the electric grid:

1. Electric Generation (including current and future committed)
2. Electric Generation Capacity
3. Electric Transmission
4. Electric Distribution

Some of CONTRACTOR's analysis will depend on assumptions that are uncertain, such as the forecast of air conditioning adoption. CONTRACTOR will clearly identify these uncertainties and describe their effect on the results. CONTRACTOR will evaluate the electric grid impacts relative to a counterfactual scenario where the rule changes do not occur. However, different counterfactual scenarios could have very different levels of building electrification adoption. As one bookend, a "Business As Usual" scenario may include very low levels of building electrification, but would not be aligned with California's decarbonization targets. As a middle ground case, the Integrated Resource Planning process (IRP) includes a High Electrification scenario with some building electrification growth in the near term. As a high bookend, California Air Resources Board's (CARB) 2022 Scoping Plan Update considers scenarios that achieve net zero emissions by 2035 and 2045, and these scenarios have a very high level of building electrification growth. CONTRACTOR will analyze the proposed rule changes relative to a range of counterfactual scenarios to provide a range of estimated grid impacts.

Deliverables: Excel workbook with results of the impact analysis.

Task 2: Written Report

CONTRACTOR will prepare a 10-20 page report describing the methodology and results of the grid impacts evaluation. CONTRACTOR will provide a draft report to DISTRICT for review and CONTRACTOR will incorporate DISTRICT feedback and comments into the final report.

CONTRACTOR will develop a slide deck describing the methodology and results and will present the results to DISTRICT staff and/or board members.

Deliverables: Draft report, final memo, slide deck, and presentation

Task 3: Post-Memo Support

CONTRACTOR will provide support to DISTRICT in responding to comments on the written report during the Environmental Impact Report (EIR) comment period. CONTRACTOR will additionally be available for a second presentation to DISTRICT board members.

Deliverables: Written responses to EIR comments, slide deck, and presentation

Other:

PARTIES will mutually agree upon a project kickoff meeting for introductions, work plan discussion, and to discuss data needs.

CONTRACTOR and DISTRICT will mutually agree upon meeting frequencies between PARTIES to discuss project progress and questions.

Project Schedule (tentative):

- Draft Report – completed by mid June 2022
- Final Report – completed by end of September 2022
- Slide Deck – completed by end of June 2022
- Presentation – TBD

ATTACHMENT B-1

COST SCHEDULE

DISTRICT shall pay CONTRACTOR to complete the tasks outlined in Attachment A, Scope of Work at a cost not to exceed \$120,915. DISTRICT will pay CONTRACTOR for work at the hourly rates and up to the not to exceed amount for each task listed in the tables below. CONTRACTOR will submit monthly invoices for payment for the number of hours worked in the previous month. Payments will be made within thirty (30) calendar days after DISTRICT's receipt and approval of CONTRACTOR's invoice. Any proposed expense reimbursement for equipment, material, supplies and/or travel must be approved by DISTRICT in writing in advance.

CONTRACTOR's Hourly Rates

Title	Hourly Rate
Managing Partner	\$615
Senior Partner	\$510
Partner	\$470
Senior Director	\$425
Director	\$410
Associate Director	\$385
Senior Managing Consultant	\$355
Managing Consultant	\$325
Senior Consultant	\$295
Consultant	\$245
Associate	\$215

Detailed Budget Estimate

E3 Staff	Role	Hourly Rate	Task 1: Grid Impacts	Task 2: Written Memo	Task 3: Post-Memo Support	Total
		(\$)	(Hours)	(Hours)	(Hours)	(Hours)
John De Villier	Consultant	\$245	80	30		110
Michaela Levine	Consultant	\$245	10			10
Ari Gold-Parker	Senior Managing Consultant	\$355	50	60	55	165
Eric Cutter	Senior Director	\$425	10	10		20
Amber Mahone	Partner	\$470	15	20	17	52
Task 1: Grid Impacts		\$51,100				
Task 2: Written Memo		\$42,300				

Task 3: Post-Analysis Support	\$27,515
Total	\$120,915

Total Cost of Contract not to exceed: \$120,915.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
Memorandum

To: Chairperson John J. Bauters and Members
of the Board of Directors

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: October 5, 2022

Re: Consider Approval of Hiring Recommendation at Step E of Salary Range 149M for
the Assistant Counsel I Position

RECOMMENDED ACTION

Recommend the Board of Directors approve hiring recommendation at Step E of Salary Range 149M for the Assistant Counsel I position.

BACKGROUND

The recruitment and selection process for the Assistant Counsel I/II position has been completed. Division III, Section 6.4 of the Bay Area Air Quality Management District's (Air District) Administrative Code states that recommendation by the Executive Officer/APCO and approval of the Board of Directors is required for hiring employees at Step E.

DISCUSSION

The Air District recently conducted a recruitment for the Assistant Counsel I/II position. The process included a review of minimum qualifications, application screening, panel interviews and hiring interviews. The candidate who is recommended for the position has extensive experience and expertise in environmental and regulatory law, CEQA matters, and litigation matters related to air quality.

In order to offer a salary more commensurate with the candidate's experience, staff is recommending approval to hire the Assistant Counsel I at Step E of salary range 149M.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The salary for the Assistant Counsel I position at Step E is \$184,343 per year and is included in the Fiscal Year Ending 2023 budget.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Anitra Gibson
Reviewed by: Rex Sanders

ATTACHMENTS:

None

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Chairperson John J. Bauters and Members
of the Board of Directors

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: October 5, 2022

Re: Authorization to Execute a Contract Amendment with Renne Public Law Group

RECOMMENDED ACTION

Recommend the Board of Directors authorize the Interim Executive Officer/APCO to amend the contract with Renne Public Law Group (“RPLG”) increasing the maximum dollar amount of the contract by \$105,000 -- from \$95,000 to \$220,000 -- for legal services related to labor and employment issues.

BACKGROUND

When the current Interim Executive Officer/ACPO took over on May 23, 2022, there was a need for independent outside counsel to provide legal advice on labor and employment issues in areas where the Air District’s normal labor and employment firm was unable to handle the work. The Interim Executive Officer/ACPO therefore consulted with the District Counsel’s office regarding finding an appropriate firm to provide these services. The Interim Executive Officer/ACPO and District Counsel made inquiries and reached out to several firms, as outlined below, and ultimately concluded that RPLG and its partner Arthur Hartinger were the best choice. The Air District therefore entered into the current engagement letter (Contract No. 2022.138), dated June 3, 2022, which had a limit on fees of \$30,000, as well as a first amendment that increased the limit on fees to \$95,000. RPLG’s work is now expected to exceed \$95,000, so the parties need to amend the engagement letter again to allow the firm to undertake this additional work.

DISCUSSION

As there was a need to retain counsel within a short timeframe to provide legal advice, and there are only a relatively small number of law firms that have the expertise, experience, and ability to provide the services needed, the Air District did not undertake a formal bid process. Instead, the District Counsel’s office contacted qualified firms informally to determine what outside counsel would be best to provide these services. The District Counsel’s office contacted firms that its attorneys already had relationships with, reached out to our sibling air districts to inquire about firms that these agencies have used for similar work, and pursued other inquiries to identify suitable candidate firms. The District Counsel’s office ultimately approached three firms,

including RPLG. RPLG and Mr. Hartinger seemed best suited to advise on these issues given their background and experience, availability to handle the work, and the very strong recommendations from two other public agencies that Mr. Hartinger has worked with in the past.

RPLG has been highly effective thus far in providing legal services to the Air District, and the decision to retain this firm appears to have been a good one. There is no reason to second-guess that decision at this stage or to consider changing firms. It is therefore recommended that the current agreement be amended to increase the limit on fees to allow RPLG to perform additional work.

BUDGET CONSIDERATION/FINANCIAL IMPACT

These funds are included in the Fiscal Year Ending 2023 Program 104 budget.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Alexander Crockett

ATTACHMENTS:

1. Executed Contract - June 3, 2022
2. Executed Amendment No. 1 to Contract - August 29, 2022
3. Draft Amendment No. 2 to Contract - September 22, 2022

RPLG Renne Public Law Group®
350 Sansome Street | Suite 300
San Francisco, CA 94104

Arthur A. Hartinger
ahartinger@publiclawgroup.com
(415) 848-72400

June 3, 2022

Via Email – ACrockett@baaqmd.gov>

Alexander Crockett
Chief Attorney
Bay Area Air Quality Management District
375 Beale Street, Suite 600
San Francisco, CA 94105

Re: Legal Services Agreement (General Advice in Labor and Employment)

Dear Mr. Crockett:

Thank you for retaining Renne Public Law Group, LLP (“RPLG”) to provide legal services on behalf of Bay Area Air Quality Management District. We appreciate the opportunity to serve as your lawyers and look forward to working with you on this matter.

This Legal Services Agreement (“Agreement”) sets forth our agreement concerning the legal services we will provide and our fee and expense reimbursement arrangements for those services. Please read the entire Agreement before signing and returning it to us.

1. Scope of Engagement. We will provide general advice, representation in administrative proceedings, and other legal work in the area of labor and employment. Our work is limited to such services. When we agree to provide legal services in discrete matters, we will confirm the engagement and bill separately for such services.

2. Fees and Personnel. As compensation for our services, my hourly fee will be \$450.00, and our overall current public sector rates are attached as Attachment A.

I will be the attorney in charge of your matter[s]. However, this agreement retains the legal services of our law firm and not of a particular attorney. If other attorneys and/or paralegals are assigned to work on your matter, then current hourly rates of those individuals will be utilized. (See Attachment A.).

Rates will generally be increased annually on January 1 by the greater of 3% or the relevant local CPI increase over the prior 12-month period, rounded to the nearest \$5.

In the unlikely event of a dispute over fees, the parties agree that the dispute will be submitted to arbitration pursuant to the State Bar’s Mandatory Fee Arbitration Program.

3. Billing and Payment Responsibilities. We will send monthly statements which are due within 30 days of receipt. If you have any questions about an invoice, please promptly



Legal Services Agreement
Page 2

telephone or write me so that we may discuss these matters. Billing is done in 1/10ths of an hour increments. Total billed amounts are not to exceed \$30,000.00.

Our Statement of Fee and Billing Information, which sets forth the details of our disbursement and expense policy, is attached as ATTACHMENT B.

4. Termination of Services. You may terminate RPLG's services at any time by written notice. After receiving such notice, we will cease providing services. We will cooperate with you in the orderly transfer of all related files and records to your new counsel.

RPLG may terminate its services for any reason upon reasonable written notice, consistent with the Rules of Professional Responsibility. If we terminate our services, you agree to execute a substitution of attorneys promptly and otherwise cooperate in effecting that termination.

Termination of our services, whether by you or by us, will not relieve the obligation to pay for services rendered and costs incurred before our services formally ceased.

5. No Guarantee of Outcome. Any comments made by us about the potential outcome of this matter are expressions of opinion only and are not guarantees or promises about any outcome or results.

6. Government Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California as applicable.

7. Entire Agreement; Full Understanding; Modifications in Writing. This letter contains our entire agreement about our representation. Any modifications or additions to this Agreement must be made in writing.

8. Joint Representation. Our firm maintains Of Counsel agreements with certain legal specialists. Because these individuals are deemed independent contractors under the applicable provisions of the tax laws and not employees of the firm, it is necessary that you consent to dual representation by the firm and the specialist in the event the matter which you have engaged us to handle requires the use of that specialist. This arrangement has no effect whatsoever on the cost of your legal services, rather it is an ethical requirement that we disclose this fact and that you consent. You are consenting by signing this letter.

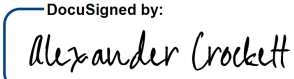
Very truly yours,

DocuSigned by:
A handwritten signature in blue ink that reads "Arthur A. Hartinger".
2D5F3B657D5F429...
Arthur A. Hartinger

Attachments: **Public Sector Fee Schedule**
Statement of Fee and Billing Information

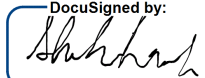
cc: RPLG Billing Department

These terms are accepted and agreed to as of the date of this letter.

By: 
DocuSigned by:
B5AE1A26FCA4453...

Print Name: Alexander Crockett

Title: District Counsel

By: 
DocuSigned by:
522CD4246A5149B...

Print Name: Sharon Landers

Title: Interim Executive Officer

ATTACHMENT A

PUBLIC SECTOR FEE SCHEDULE EFFECTIVE JANUARY 1, 2022 TO DECEMBER 31, 2022

Partners:	\$395- \$500
Of Counsel:	\$350 - \$450
Associates:	\$295 - \$350
Law Clerks:	\$195 - \$295
Paralegals:	\$145 - \$225
Analysts:	\$125 - \$275
Consultants:	\$195 - \$475

Our rates adjust every January by the greater of 3% or the relevant local CPI increase over the prior 12-month period, rounded to the nearest \$5.



ATTACHMENT B

STATEMENT OF FEE AND BILLING INFORMATION

The following is a general description of our fee and billing policies. These general policies may be modified by the specific engagement letter or agreement to which this summary is attached.

Professional Fees. Our fees for professional services are based on the fair value of the services rendered. To help us determine the value of our services, our attorneys and paralegals maintain time records for each client and matter. Our attorneys and paralegals are assigned hourly rates which are based on years of experience, specialization, training and level of professional attainment. We adjust our rates periodically (usually at the beginning of each year) to take into account inflation and the increased experience of our professional personnel.

To keep professional fees at a minimum, legal work that does not require more experienced attorneys will be performed, where feasible, by attorneys with lower billing rates. Of course, the quality of the work is paramount, and we do not sacrifice quality to economy.

Before undertaking a particular assignment, we will, if requested, provide you with a fee estimate to the extent possible. Estimates are not possible for some matters, however, and cannot be relied on in many others because the scope of our work will not be clear at the outset. When a fee estimate is given, it is only an estimate; it is not a maximum or minimum fee quotation. The actual fee may be more or less than the quoted estimate.

Billing and Payment Procedures. Unless other arrangements are made at the time of the engagement, invoices will be sent monthly. Invoices for outside services exceeding \$100 may be billed separately. Occasionally, however, we may defer billing for a given month or months if the accrued fees and costs do not warrant current billing or if other circumstances would make it appropriate to defer billing.

Our invoices contain a brief narrative description of the work performed; if requested, the initials of the attorney who performed the work will appear on the statement. The invoice will include a line item reflecting in-house administrative costs. The firm's in-house administrative costs include duplicating, facsimile charges, telephone charges, e-mail, postage, mileage and other administrative expenses.

In addition, RPLG charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on a client's behalf. Such costs and disbursements include, for example, the following: travel (at the IRS rate in effect at the time the travel occurs), computer-assisted research, transcription, overnight delivery and messenger services. For major disbursements to third parties, invoices may be sent directly to you for payment. RPLG also bills for time spent traveling on a client's behalf at our normal hourly rates.



If you have any questions regarding an invoice, the Operations Manager is available to answer your questions. For any unresolved matters, the Bar Association has an arbitration mechanism that can be used to resolve such matters.



Arthur A. Hartinger
ahartinger@publiclawgroup.com
(415) 848-72400

August 29, 2022

Via Email – ACrockett@baaqmd.gov

Sharon Landers
Interim Executive Officer/APCO
Alexander Crockett
District Counsel
Bay Area Air Quality Management District
375 Beale Street, Suite 600
San Francisco, CA 94105


Re: Legal Services Agreement (General Advice in Labor and Employment)

Dear Ms. Landers and Mr. Crockett:

On behalf of Renne Public Law Group, LLP (“RPLG”), we appreciate the opportunity to provide legal services to the Bay Area Air Quality Management District in the area of labor and employment. Per our recent discussions, this letter is to amend our existing Legal Services Agreement dated (for identification purposes only) June 2, 2022, to increase the cap on fees from \$30,000 to \$95,000.

By this amendment, the sentence in Section 3 of the Legal Services Agreement that reads “Total billed amounts are not to exceed \$30,000.00” shall be and is replaced by the following sentence: “Total billed amounts are not to exceed \$95,000.00”. All other provisions of the Legal Services Agreement shall remain the same.

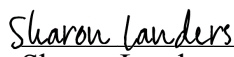
Very truly yours,


Arthur A. Hartinger

cc: RPLG Billing Department

These terms are accepted and agreed to as of the date of this letter.

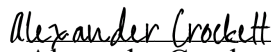
DocuSigned by:



Sharon Landers
Interim Executive Officer/APCO

Date: 9/8/2022

DocuSigned by:



Alexander Crockett
District Counsel

Date: 9/8/2022

Arthur A. Hartinger
ahartinger@publiclawgroup.com
(415) 848-72400

September 22, 2022

Via Email – ACrockett@baaqmd.gov>

Sharon Landers
Interim Executive Officer/APCO
Alexander Crockett
District Counsel
Bay Area Air Quality Management District
375 Beale Street, Suite 600
San Francisco, CA 94105

Re: Legal Services Agreement (General Advice in Labor and Employment)

Dear Ms. Landers and Mr. Crockett:

On behalf of Renne Public Law Group, LLP (“RPLG”), we appreciate the opportunity to provide legal services to the Bay Area Air Quality Management District in the area of labor and employment. Per our recent discussions, this letter is to amend our existing Legal Services Agreement dated (for identification purposes only) June 2, 2022, as amended by our subsequent Amendment dated (for identification purposes only) August 29, 2022, to increase the cap on fees from \$95,000 to \$200,000.

By this amendment, the sentence in Section 3 of the Legal Services Agreement that (per the August 29, 2022 amendment) reads “Total billed amounts are not to exceed \$95,000.00” shall be and is replaced by the following sentence: “Total billed amounts are not to exceed \$200,000.00”. All other provisions of the Legal Services Agreement shall remain the same.

Very truly yours,

Arthur A. Hartinger

cc: RPLG Billing Department

These terms are accepted and agreed to as of the date of this letter.

Sharon Landers
Interim Executive Officer/APCO

Alexander Crockett
District Counsel

Date: _____

Date: _____

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
Memorandum

To: Chairperson John J. Bauters and Members
of the Board of Directors

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: October 5, 2022

Re: Report of the Stationary Source and Climate Impacts Committee Meeting of
September 19, 2022

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

None.

DISCUSSION

The Stationary Source and Climate Impacts Committee met on Monday, September 19, 2022, and approved the minutes of June 13, 2022. 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 Regulation 8: Organic Compounds, Rule 8: Wastewater Collection and Separation Systems*.

The Committee then reviewed and discussed the staff presentation *Air Monitoring during Incidents: Limitations of Current Air District Programs*.

The next meeting of this committee will be Monday, October 17, 2022 at 9:00 a.m., via webcast, teleconference, or Zoom, pursuant to procedures in accordance with Assembly Bill 361 (Rivas 2021). This concludes the report of the Stationary Source and Climate Impacts Committee.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Marcy Hiratzka
Reviewed by: Vanessa Johnson

ATTACHMENTS:

1. Stationary Source and Climate Impacts September 19, 2022 Committee Meeting Memorandums

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
Memorandum

To: Chairperson Lynda Hopkins and Members
of the Stationary Source and Climate Impacts Committee

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: September 19, 2022

Re: Draft Amendments to Regulation 8: Organic Compounds, Rule 8: Wastewater
Collection and Separation Systems

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

Air District staff is developing amendments to Regulation 8: Organic Compounds, Rule 8: Wastewater Collection and Separation Systems (Rule 8-8) to further address volatile organic compound and methane emissions (total organic compound emissions) from wastewater collection and separation systems at refineries in the Bay Area. Further reductions of total organic compounds are needed to ensure progress towards attainment of the ambient air quality standards, reduce climate pollutant emissions, and reduce public health impacts from toxic compounds and ozone exposure.

California Assembly Bill (AB) 617 requires each air district that is in nonattainment for one or more air pollutants to adopt an expedited schedule for implementation of Best Available Retrofit Control Technology (BARCT) by the earliest feasible date, but not later than December 31, 2023. In 2018, the Air District adopted the Expedited BARCT Implementation Schedule, which identified potential rule development projects to evaluate and implement BARCT at industrial sector facilities subject to California Greenhouse Gas Cap-and-Trade Requirements. As part of the Expedited BARCT Implementation Schedule, refinery wastewater treatment systems were identified as a potential source of substantial reductions of organic compound emissions, as well as toxic air contaminants such as benzene, toluene, ethylbenzene, and xylene. In addition, BARCT has not been evaluated for these sources since Rule 8-8 was last amended over 16 years ago. The purpose of this current effort is to further limit emissions of volatile organic compounds, toxic air contaminants, and methane (a potent greenhouse gas) from refinery wastewater treatment operations.

DISCUSSION

Air District staff conducted early stakeholder outreach on this rule development effort in a meeting of the Refinery Rules Technical Working Group in 2020. Staff also continued to evaluate emissions and potential emission reduction options from wastewater collection and separation systems as part of the Air District's internal Organics Emission Estimation Project. The knowledge assessment phase of that project was completed in March 2021, and staff found that studies using optical remote sensing suggest that measured total VOC emission rates may be significantly larger than the emission rates reported in recent refinery emission inventories. These high emissions are likely from secondary treatment systems (often referred to as the "backend" of the system) and can fluctuate and be highly episodic, which makes accurate measurement and characterization of emissions highly challenging. Based on the findings, further evaluation would be needed to improve estimations of emissions and better understand control potentials for these secondary treatment sources. Staff is currently working on identifying potential monitoring, sampling and modeling efforts to better characterize and quantify emissions from secondary treatment of refinery wastewater.

Based on the uncertainty of emissions estimates and emission reduction strategies related to the secondary treatment systems, staff has focused this rule development effort on the refinery wastewater collection and separation systems. Staff initiated additional stakeholder engagement with potentially affected facilities to ensure that the best available source information and emissions estimates are considered. Staff conducted meetings and submitted data requests to refineries in April 2022, with responses received by June 2022.

Staff is developing draft amendments to Rule 8-8 that would include:

- Improvements to Leak Detection and Repair (LDAR) Requirements:
 - Limit leak emissions of total organic compounds (methane and other organics) from wastewater collection and separation systems
 - Vapor tight emissions standard of 500 parts per million by volume
 - Strengthen monitoring protocol for repairing leak excesses
 - Expand reporting requirements for major leaks
- Modifications to Improve Enforceability:
 - Strengthen identification coding requirements for wastewater collection and separation components
- Prohibition of Discharges to Treatment System:
 - Prohibit discharge of free phase organic liquid streams into wastewater system
- Updates to Testing and Monitoring Methods:
 - Update requirements to reflect most updated technology and methods for total organics detection
- Expansion of Sampling and Monitoring Requirements:
 - Require sampling and monitoring to improve characterization of emissions related to secondary treatment systems

During the presentation to the Stationary Source and Climate Impacts Committee, staff will provide background information on refinery wastewater collection and treatment systems, discuss rule development efforts completed thus far, and present anticipated next steps.

Air District staff anticipate releasing draft amendments to Rule 8-8 and supporting materials for public review and comment in the fourth quarter of 2022. Air District staff will solicit comments on these materials and will consider all input received during the public comment period in the further development of these amendments.

Air District staff anticipates presenting proposed amendments to Rule 8-8 for consideration by the Air District Board of Directors at a Public Hearing in the second quarter of 2023.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Krishnan Balakrishnan / Robert Cave
Reviewed by: Victor Douglas / Elizabeth Yura

ATTACHMENTS:

1. Draft Amendments to Rule 8-8 Presentation

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Chairperson Lynda Hopkins and Members
of the Stationary Source and Climate Impacts Committee

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: September 19, 2022

Re: Air Monitoring during Incidents: Limitations of Current Air District Programs

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

An incident is defined in Regulation 3 (Fees) as a “non-routine release of an air contaminant that may cause adverse health consequences, ... a public nuisance, or environmental damage.” When there is an incident (e.g. facility incident, odors, flaring, wildfire), the Air District often gets requests to conduct monitoring during and around the incident from community members. The Air District’s current measurement capabilities are mainly designed for other goals. The Air District does not have a comprehensive and dedicated incident monitoring program.

DISCUSSION

Through a series of presentations to the Stationary Source and Climate Impacts Committee, Air District staff will present on multiple topics to help the Board evaluate whether to prioritize incident monitoring, including relative to current regulatory requirements and commitments or other potential priorities. Possible goals for a potential program include addressing community concerns, providing real-time information to the public during an incident, addressing questions about short- and long-term health impacts, strengthening investigations and enforcement, and preventing incidents. The first (current) presentation will include general background on the challenges with incident monitoring, our current measurement capabilities, and why current capabilities are not well-suited for incidents. Future presentations will include examples of incident monitoring programs, steps to build such a program, resources needed, interagency coordination, and what goals can be achieved. Different monitoring approaches are better suited to each of these goals, and each have their own limitations in meeting concerns and expectations from community members.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Ranyee Chiang
Reviewed by: Greg Nudd

ATTACHMENTS:

1. Incident Monitoring and Challenges Presentation

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
Memorandum

To: Chairperson John J. Bauters and Members
of the Board of Directors

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: October 5, 2022

Re: Report of the Path to Clean Air Community Reduction Plan Steering Committee
Meeting of September 19, 2022

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

None.

DISCUSSION

The Richmond Area Community Emissions Reduction Plan Steering Committee (Committee) met on Monday, September 19, 2022, and approved the Minutes of August 15, 2022. This meeting was conducted under procedures authorized by Assembly Bill 361. Members of the Committee participated by teleconference.

The Committee then received status updates on the activities of the Committee's Problems to Solutions Ad Hoc Working Group, including a brief overview of recent work to finalize a schedule for rolling out key issues and draft strategies between September and November.

The Committee then received the staff presentation *Developing Key Issue Statements and Draft Strategy Ideas: Vehicles and Trucks, Streets and Freeways, and Logistics and Warehouses / Odors and Smells*, where a brief recap on the key issues approach and staff outlined the initial work that had been done by the Problems to Solutions Ad Hoc to develop draft strategy ideas. Following the staff presentation, the Committee broke up into two strategic development groups: Vehicles and Trucks, Streets and Freeways, and Logistics and Warehouses, as well as Odors and Smells, and used the virtual interactive platform, Jamboard, to brainstorm draft strategy ideas. Members of the public and Air District staff were also invited to attend these group discussions. The Committee then reconvened to hear and discuss reports from the group discussions.

The next meeting of the Richmond Area Community Emissions Reduction Plan Steering Committee will be held on Monday, October 17, 2022, at 5:30 p.m., via webcast, teleconference, or Zoom, pursuant to procedures in accordance with Assembly Bill 361 (Rivas 2021). This concludes the Chair Report of the Richmond Area Community Emissions Reduction Plan Steering Committee.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Kevin Olp
Reviewed by: Josh Abraham

ATTACHMENTS:

1. Path to Clean Air Community Reduction Plan Steering September 19, 2022 Committee Meeting Memorandums

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
Memorandum

To: Members of the Path to Clean Air Steering Committee

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

Date: September 19, 2022

Re: Developing Key Issue Statements and Draft Strategy Ideas: Vehicles and Trucks,
Streets and Freeways, and Logistics and Warehouses / Odors and Smells

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

None.

DISCUSSION

This agenda item will begin with a brief presentation to recap the work that has been done to develop draft key issue statements and initial strategy ideas. After this presentation, the Community Steering Committee will recess to provide an opportunity for ad-hoc small groups to provide input on draft key issue statements for the groups focused on Vehicles and Trucks, Streets and Freeways, and Logistics and Warehouses, and Odors and Smells. The groups will also ask for input or brainstorming on draft strategy ideas that will be incorporated into developing the first draft chapters for each of the key issue areas. Members of the public will be invited to attend these small-group ad-hoc discussions. The Steering Committee will then reconvene to hear and discuss reports from the ad-hoc small group discussions.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Veronica Eady
Senior Deputy Executive Officer of Policy & Equity

Prepared by: Karissa White
Reviewed by: Veronica Eady

ATTACHMENTS:

None

PATH TO CLEAN AIR STEERING
COMMITTEE MEETING OF 09/19/2022