



BOARD OF DIRECTORS
COMMUNITY EQUITY, HEALTH, AND JUSTICE COMMITTEE

BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT

COMMITTEE MEMBERS

DAVINA HURT – CHAIR
MARGARET ABE-KOGA
JOHN GIOIA
SERGIO LOPEZ
STEVE YOUNG

TYRONE JUE – VICE-CHAIR
PAULINE RUSSO CUTTER
DAVID HAUBERT
NATE MILEY

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**

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

<https://bayareametro.zoom.us/j/82370746181>

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

WEBINAR ID: 823 7074 6181

- **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**

COMMUNITY EQUITY, HEALTH, AND JUSTICE COMMITTEE MEETING AGENDA

THURSDAY, JULY 7, 2022

9:30 AM

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

The Committee Chair shall call the meeting to order and the Clerk of the Boards shall take roll of the Committee 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 two minutes each to address the Committee. No speaker who has already spoken on that item will be entitled to speak to that item again.*

CONSENT CALENDAR (Item 4)

4. Approval of the Minutes of June 2, 2022

The Committee will consider approving the attached draft minutes of the Community Equity, Health, and Justice Committee meeting of June 2, 2022.

PRESENTATIONS (Items 5 - 6)

5. Community Perspectives

This is an informational item only and will be presented by Community Advisory Councilmember Kevin G. Ruano Hernandez.

6. Efficacy of In-Room Air Cleaners During Wildfire Smoke

This is an informational item only and will be presented by Dr. Wanyu (Rengie) Chan, from Lawrence Berkeley National Laboratory.

DISCUSSION (Item 7)

7. Authorization to Use California Air Resources Board (CARB) Supplemental Environment Project (SEP) Funds and \$1 Million Wildfire Mitigation Designated Reserves for School and Home Air Filtration Programs

This item is an action item requesting authorization from the Board of Directors to use CARB SEP funds and \$1 million of the Wildfire Mitigation Designated Reserves for the School Air Filtration and Home Air Filtration Programs. This item will be presented by Josh Abraham, Acting Assistant Manager.

OTHER BUSINESS

8. 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 two minutes each to address the Committee.

9. Committee Member Comments

Any member of the Committee, 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)

10. Report of the Senior Deputy Executive Officer of Policy & Equity

11. Time and Place of Next Meeting

Thursday, September 1, 2022, at 9:30 a.m., via webcast, teleconference, or Zoom, pursuant to procedures in accordance with Assembly Bill 361 (Rivas 2021).

12. Adjournment

The Committee meeting shall be adjourned by the 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 speesapati@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

JULY 2022

<u>TYPE OF MEETING</u>	<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>ROOM</u>
Board of Directors Meeting	Wednesday	6	9:00 a.m.	1 st Floor, Board Room (In person option available) <u>and</u> REMOTE pursuant to Assembly Bill 361
Board of Directors Community Equity, Health and Justice Committee	Thursday	7	9:30 a.m.	Webcast only pursuant to Assembly Bill 361
Advisory Council Meeting	Monday	11	8:30 a.m.	Webcast only pursuant to Assembly Bill 361
Board of Directors Legislative Committee	Monday	11	1:00 p.m.	Webcast only pursuant to Assembly Bill 361
Board of Directors Stationary Source and Climate Impacts Committee - CANCELLED	Monday	18	9:00 a.m.	Webcast only pursuant to Assembly Bill 361
Path to Clean Air Community Emissions Reduction Plan Steering Committee	Monday	18	5:30 p.m.	Webcast only pursuant to Assembly Bill 361
Board of Directors Meeting	Wednesday	20	9:00 a.m.	1 st Floor, Board Room (In person option available) <u>and</u> REMOTE pursuant to Assembly Bill 361
Board of Directors Administration Committee	Wednesday	20	11:00 a.m.	1 st Floor, Board Room (In person option available) <u>and</u> REMOTE pursuant to Assembly Bill 361
Board of Directors Budget and Finance Committee	Wednesday	27	9:30 a.m.	Webcast only pursuant to Assembly Bill 361
Board of Directors Mobile Source and Climate Impacts Committee	Thursday	28	9:30 a.m.	Webcast only pursuant to Assembly Bill 361

ADG 7/1/22 – 8:19 a.m.

G/Board/Executive Office/Moncal

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
Memorandum

To: Chairperson Davina Hurt and Members
of the Community Equity, Health and Justice Committee

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: July 7, 2022

Re: Approval of the Minutes of June 2, 2022

RECOMMENDED ACTION

Approve the attached draft minutes of the the Community Equity, Health, and Justice Committee meeting of June 2, 2022.

BACKGROUND

None.

DISCUSSION

Attached for your review and approval are the draft minutes of the Community Equity, Health, and Justice Committee meeting of June 2, 2022.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Marcy Hiratzka
Reviewed by: Vanessa Johnson

ATTACHMENTS:

1. Draft Minutes of the Community Equity, Health and Justice Committee Meeting of June 2, 2022

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

Community Equity, Health, and Justice Committee Meeting
Thursday, June 2, 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 in accordance with Assembly Bill 361. Members of the Committee participated by teleconference.

1. CALL TO ORDER - ROLL CALL

Opening Comments: Community Equity, Health, and Justice Committee Chairperson Davina Hurt, called the meeting to order at 9:30 a.m.

Roll Call:

Present: Committee Chairperson Davina Hurt; and Directors Margaret Abe-Koga, David Haubert, Sergio Lopez, Nate Miley, and Steve Young.

Absent: Committee Vice Chairperson Tyrone Jue; and Directors Pauline Russo-Cutter, and John Gioia.

2. PLEDGE OF ALLEGIANCE

3. PUBLIC MEETING PROCEDURE

CONSENT CALENDAR (Item 4)

4. APPROVAL OF THE COMMUNITY EQUITY, HEALTH, AND JUSTICE COMMITTEE MEETING MINUTES OF MAY 5, 2022

Public Comments

No requests received.

Committee Comments

None.

Committee Action

Director Haubert made a motion, seconded by Director Lopez, to **approve** the minutes of May 5, 2022, and the motion **carried** by the following vote of the Committee:

- AYES: Abe-Koga, Haubert, Hurt, Lopez, Young.
- NOES: None.
- ABSTAIN: None.
- ABSENT: Cutter, Gioia, Jue, Miley.

PRESENTATIONS

5. COMMUNITY PERSPECTIVES

Veronica Eady, Senior Deputy Executive Officer of Equity and Policy, introduced Ken Szutu, Air District Community Advisory Council Member and Director of Citizen Air Monitoring Network of Vallejo, who gave an oral presentation regarding air monitoring efforts in Vallejo, and the city's health impacts from adjacent refineries, without being a fenceline community.

Public Comments

Public comments were given by Marilyn Bardet, Benicia resident; Kathy Kerridge, Benicia resident; and Jed Holtzman, San Francisco resident.

Committee Comments

The Committee and staff discussed Mr. Szutu's request for better transparency and coordination between the community and the Air District regarding enforcement; ways the Board and the community can engage more effectively; the lack of transparency and details regarding recent Notices of Violation issued by the Air District to Valero and the issues with transparency around how fines are negotiated; and the request for additional explanation of the Air District's penalty assessment process to the Board and public.

Committee Action

None; receive and file

6. COMPLIANCE & ENFORCEMENT OVERVIEW

Ying Yu, Air Quality Specialist, gave the staff presentation *Compliance & Enforcement (C&E) Overview*, including: goals; outline; requested action; C&E goals and objectives; C&E Division overview; field groups and assignments; operations group and assignments; key sources and facilities; core programs; other programs & projects; compliance verification inspections; audits and investigations; air quality complaints; incident response; enforcement actions; coordination of enforcement activities; C&E staffing levels; 2022 priorities; and requested action.

NOTED PRESENT: Director Miley was noted present at 10:40 a.m.

Public Comments

Public comments were given by Kathy Kerridge, Benicia resident; Jan Warren, Interfaith Climate Action Network of Contra Costa County; Jed Holtzman, San Francisco resident; Lonnie Mason; First Generation of Environmental Health and Economic Development; Marilyn Bardet, Benicia resident; and Ken Szutu, Citizen Air Monitoring Network.

Committee Comments

The Committee and staff discussed the Air District's need for a fee increase to address staffing levels (specifically for the Engineering and C&E Divisions); the procedures for reporting a complaint to the Air District, and whether staff follows up with such inquires; whether regulated facility inspectors are rotated on a regular basis, and the frequency of their visits; whether communities located outside of overburdened areas meet the Air District's definition of "impacted community"; and how the decline of staffing levels affects the budget.

Committee Action

None; receive and file.

7. BAY AREA PERMITTING OVERVIEW

Due to the shortage of time, this presentation was continued until July 7, 2022.

OTHER BUSINESS

8. PUBLIC COMMENT ON NON-AGENDA MATTERS

No requests received.

9. COMMITTEE MEMBER COMMENTS

Chairperson Hurt introduced Sharon Landers, Interim Executive Officer/Air Pollution Control Officer (APCO).

10. REPORT OF THE SENIOR DEPUTY EXECUTIVE OFFICER OF POLICY & EQUITY

Ms. Eady reported that the Air District's Community Advisory Council will meet on June 30, 2022, at 6:00 p.m., via webcast. Ms. Eady also gave an update on the new Assembly Bill (AB) 617 community of East Oakland, and reported that applications for this working group will be accepted until June 15, 2022.

11. TIME AND PLACE OF NEXT MEETING

Thursday, July 7, 2022, at 9:30 a.m., via webcast, teleconference, or Zoom, pursuant to procedures in accordance with AB 361 (Rivas 2021).

12. ADJOURNMENT

The meeting adjourned at 11:09 a.m.

Luis Espino
Acting Clerk of the Boards

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Chairperson Davina Hurt and Members
of the Community Equity, Health and Justice Committee

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: July 7, 2022

Re: Community Perspectives

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

The Community Equity, Health and Justice Committee provides local and regional community environmental justice advocates and local leaders a platform to present and share their expertise and/or lived experiences. Specific subjects/topics will vary based upon each community perspective member's unique experience.

The Richmond Listening Project was established by the Richmond Progressive Alliance (RPA) to begin a community-engagement process within Richmond. This process was designed to support the transition away from fossil fuels being utilized in Richmond. The goal of the Richmond Listening Project is to better understand the concerns and needs of communities that have historically suffered the greatest harm from generations of fossil fuel operations in Richmond. Members of the Richmond Listening Project work directly with community members by surveying and interviewing the residents of Richmond to better understand the impacts of the climate crisis. The qualitative data from the interviews and surveys should then be utilized to support policies that are guided by the communities. To provide a medium that would center the needs of the community and empower residents to voice their concerns within their community, the Listening Project Podcast was created.

Kevin G. Ruano Hernandez is a first-generation college student and an environmental justice organizer in Richmond. He is a member of the Assembly Bill (AB) 617 Community Emissions Reductions Plan Steering Committee and the Monitoring Outreach Team for Richmond and San Pablo. Mr. Ruano Hernandez is a participating member of the Bay Area Air Quality Management District's (Air District) Community Advisory Council. Additionally, Mr. Ruano Hernandez is a researcher at Contra Costa Community College and a Junior Environmental Engineer for Ramboll where he conducts research on the particulate matter yielded from air quality samples.

DISCUSSION

Kevin G. Ruano Hernandez is a lifelong resident of Richmond and has dealt first-hand with the deleterious effects of refinery pollution that contributes to high rates of asthma, cancer, and heart disease among Richmond residents. Mr. Ruano Hernandez's participation in the Richmond Listening Project aligned with his goal to bring awareness to the concerns of the community. Mr. Ruano Hernandez will discuss the successes of the Richmond Listening Project and how institutions should implement a robust community engagement process that amplifies the voices of frontline communities.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Tim Williams
Reviewed by: Veronica Eady

ATTACHMENTS:

None

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Chairperson Davina Hurt and Members
of the Community Equity, Health and Justice Committee

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: July 7, 2022

Re: Efficacy of In-Room Air Cleaners During Wildfire Smoke

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

Wildfires produce a mixture of fine particulate matter and hazardous chemicals into the air we breathe. Given the below average rainfall for the 2021-2022 rainy season, we anticipate the potential for wildfire smoke to affect local air quality and public health. Also, people living close to industrial facilities are often exposed to higher levels of particulate matter and other types of air pollution. Indoor air quality can be improved with air filtration.

DISCUSSION

The Committee will hear a presentation on the efficacy of in-room air cleaners during wildfire smoke, including health benefits of air filtration to reduce exposure to particulate matter in indoor air. Also included is a discussion of indoor air cleaners to protect against exposure to outdoor air pollution, whether the source is from wildfire smoke or industrial sources of air pollution.

Dr. Wanyu (Rengie) Chan, a Research Scientist and Deputy Indoor Environment Group Leader in Energy Analysis and Environmental Impact Division at Lawrence Berkeley National Laboratory, will give the presentation.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Judith Cutino
Reviewed by: Greg Nudd

ATTACHMENTS:

None

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

To: Chairperson Davina Hurt and Members
of the Community Equity, Health and Justice Committee

From: Sharon L. Landers
Interim Executive Officer/APCO

Date: July 7, 2022

Re: Authorization to Use California Air Resources Board (CARB) Supplemental Environment Project (SEP) Funds and \$1 Million Wildfire Mitigation Designated Reserves for School and Home Air Filtration Programs

RECOMMENDED ACTION

Authorize the Interim Executive Officer/ APCO to allocate CARB Supplemental Environmental Project funds and amend the Community Engagement Division Budget by \$1 million using the Wildfire Mitigation Designation General Fund Reserves. These combined funding sources will be used in the following ways:

- Execute a \$69,000 professional services contract with Regional Asthma Management Prevention (a project of the Public Health Institute)
- Use \$231,000 to purchase air filters and replacement filters for low-income clients of state Asthma Mitigation Partners with asthma or other respiratory disease
- Execute a contract amendment with IQAir to use the remaining \$97,603.29 of CARB SEP funds and \$294,600.95 of Wildfire Mitigation Designation Reserves for installation of air filtration and 5-year maintenance for four elementary schools in Richmond - San Pablo
- Use \$300,000 to purchase air filtration units and replacement filters for federally qualified health centers to distribute to low-income clients with asthma or other respiratory disease in AB 617 communities
- Use \$100,000 to purchase air filtration units and replacement filters for residents of AB 617 communities and outdoor workers recruited by James Cary Smith Community Grantees and other community-based organizations in West Oakland, Richmond-North Richmond-San Pablo, Santa Clara County

BACKGROUND

In 2019, through a \$2 million Supplemental Environmental Project grant from CARB, the Air District began an initiative to provide school air filtration in East and West Oakland, Eastern San Francisco, Pittsburg and Bay Point, Livermore and San Leandro. The Air District has installed air filtration at twelve schools but could not install air filtration in Richmond-San Pablo schools because the local school district declined to participate at that time.

On June 16, 2021, the Air District Board of Directors (Board) expanded the filtration program to private homes by unanimously approving \$250,000 in funding for the Air District's Home Air Filtration Program. Through a partnership with Regional Asthma Management and Prevention (RAMP), the Air District provides air filtration units to low-income individuals suffering from severe asthma who are enrolled in the state's Asthma Mitigation Project (AMP), a program that provides in-home asthma care visits. The AMP partners include: Alameda County Public Health Department Asthma Start Program, Breathe California, Contra Costa Health Services, Lifelong Medical Care, Roots Community Clinic, San Mateo County Family Health Services, and Santa Rosa Community Health Centers. The AMP partners have distributed 875 home air filters so far with over 70% of recipients reporting their race/ ethnicity as Latinx/ Latino or Hispanic and African American or Black.

On the heels of the Board's approval to expand home filtration, and building on existing partnerships, staff made initial inquiries to work with West Oakland Health Council, Ole Health (Napa County), La Clinica (Vallejo) and Marin County Community Clinic. All these entities except Marin County Community Clinic expressed interest in working with the District. Separately, the District also distributed 293 air filters in a pilot to distribute to low-income community members through the following NGO groups: All Positives Possible (Vallejo), Healing Impacted Communities (Bayo Vista, Rodeo), West Oakland Health Council, Belle Haven (Menlo Park), City of Millbrae, United Council (Pier 94, Bayview Hunters Point, San Francisco).

In September 2021, the Board authorized the Executive Officer/Air Pollution Control Officer (APCO) to allocate an additional \$1 million to the Wildfire Mitigation Designation and to reduce the Pandemic Reserves Designation by \$1 million.

The Community Engagement Office presented a proposal for the use of the wildfire mitigation designated reserves for school and home air filtration to the Community Advisory Council (CAC) on Thursday June 30, 2022. With a unanimous vote from the 17-member body, the CAC approved the proposal on how to allocate the \$1 million wildfire mitigation designation to vulnerable populations throughout the Bay Area and recommended the program strategy to the Board of Directors. The distribution of home air filtration units and the installation of filtration in schools are features of the grants and incentives strategy within a wider Air District Wildfire Air Quality Response Program.

DISCUSSION

Community Consultation

In preparation for this year's upcoming wildfire season, staff consulted with community members from nonprofit organizations working in AB 617 communities and members of the Community Advisory Council to obtain feedback and suggestions on ways to expand access to air filtration through school partnerships and the Home Air Filtration Program, discuss community priorities, address gaps and barriers, potential partnerships and how to best and equitably utilize existing funding and resources.

Community members supported the District's efforts and emphasized: 1) the need for a localized focus, including prioritizing the unhoused; 2) locations with a high percentage of historically marginalized communities, such as neighborhoods located next to freeways, undocumented communities/ worker camps, and indigenous communities; 3) professions that would benefit from air filtration; and 4) the importance of non-competitive funding; 5) the need for a comprehensive plan that leverages existing work and assets; 6) means to effectively distribute resource information to communities; and, 7) data that explains why particular communities are being selected.

Proposed Strategies

Staff propose the use of the \$1 million Wildfire Mitigation Designation funds by building and expanding on the existing Home and School Air Filtration Programs during 2022. The Home and School Air Filtration Program seeks to ameliorate the impact of wildfire smoke and poor air quality on vulnerable populations through four (4) partnership strategies by distributing air filters: RAMP, local health centers, schools and community-based organizations. The proposed strategies and associated costs are shown below. The HEPA air filtration units and filter replacements are CARB certified and selected through a Request for Quotations conducted in early 2022.

Regional Asthma Mitigation and Prevention	Local Health Centers	Schools	Community Partners
<p>\$300,000 to expand the air cleaner distribution partnership with RAMP to include all clients of the AMP partners with asthma or respiratory disease; coordinate orders and data collection, create educational materials in various languages and a case study of the partnership (see attachments 1 and 2)</p>	<p>\$300,000 to expand outreach to local health centers in AB 617 communities to distribute to low-income clients with asthma or respiratory disease (see attachment 2 for sample MOU)</p>	<p>\$300,000 combined with remaining SEP grant funds for air filtration installation and 5-year maintenance in the following elementary schools in West Contra Costa Unified School District (Richmond – San Pablo area) (see attachment 3 for IQ Air contract amendment):</p> <ul style="list-style-type: none"> • Dover Elementary School • King Elementary School • Riverside Elementary School • Washington Elementary School 	<p>\$100,000 to partner with James Cary Smith (JCS) Community Grantees to distribute air filters in AB 617 communities and/ or communities prioritized in CalEnviroScreen 4.0; outreach in West Oakland, Richmond-North Richmond-San Pablo and in Santa Clara County to support outdoor workers (see attachment 4 for sample MOU)</p>

Evaluation

Staff will create a data reporting tool and instruct partners on how to report data before they begin to distribute the air filters. Staff will also ask for feedback from project partners in order to determine how the project can be improved for future wildfire seasons.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Approximately \$1.1 million in funding is being allocated to this program. If the requested action is approved, the Community Engagement Division’s Fiscal Year 2023 budget will be amended by \$1 million with a transfer from the Wildfire Mitigation Designation General Fund Reserves and the remaining funds will be allocated from Board-approved, CARB Supplemental Environmental Project grant.

Respectfully submitted,

Sharon L. Landers
Interim Executive Officer/APCO

Prepared by: Lisa Flores
Reviewed by: Veronica Eady

ATTACHMENTS:

1. Draft Public Health Institute (Regional Asthma Mitigation and Prevention) Contract
2. Draft IQAir Contract
3. Draft General Partnership MOU- CBO Agreement
4. Draft General Partnership MOU Template for RAMP Partners and Local Health Centers

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

PROFESSIONAL SERVICES CONTRACT

CONTRACT NO. 2022.143

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 **Public Health Institute** (“CONTRACTOR”) whose address is 555 12th Street, Suite 600, Oakland, CA 94607.

2. **RECITALS**
 - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for services 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. CONTRACTOR has a program for Regional Asthma Management and Prevention, which is pertinent to the DISTRICT and this Agreement.
 - 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 July 31, 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 \$69,000.
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 \$69,000. 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: Anna Lee

CONTRACTOR: Public Health Institute
555 12th Street, Suite 600
Oakland, CA 94607
Attn: Anne Kelsey Lamb

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

PUBLIC HEALTH INSTITUTE

By: _____
Sharon Landers
Interim Executive Officer/APCO

By: _____
Darneshia Blackmon
Director-Bid & Proposal

Date: _____

Date: _____

Approved as to form:
District Counsel

By: _____
Alexander Crockett
District Counsel

ATTACHMENT A

SCOPE OF WORK

Overview:

DISTRICT seeks services to distribute portable air filtration units to reduce the impact of wildfire smoke and air pollution on vulnerable populations. Regional Asthma Management and Prevention, a program of Public Health Institute (CONTRACTOR) works to reduce the burden of asthma with a focus on health equity. CONTRACTOR works with the Asthma Mitigation Program (AMP) partners by providing capacity-building, creating linkages, and policy and systems changes targeting the root causes of asthma disparities.

The Asthma Mitigation Project, which is part of the California Department of Health Care Services, awarded \$12 million in funding and technical support to Sierra Health Foundation to offer asthma home visiting services to low-income, communities of color which have disproportionate rates of asthma. The services offered are delivered in a culturally sensitive manner and in various languages. CONTRACTOR will provide the following services to support the distribution of home air filters to mitigate the impacts of wildfire smoke and air pollution on Bay Area's most vulnerable populations, including low-income communities and populations with asthma or other respiratory illnesses. The seven (7) AMP partners include the following organizations with asthma home visiting programs, and they collectively provide a range of health services to vulnerable residents throughout the Bay Area, including home visiting services with individuals that have poorly controlled asthma:

- Roots Community Health Center
- Lifelong Medical Care
- Breathe California
- Alameda County Public Health Department
- Contra Costa Health Services
- San Mateo County Family Health Services
- Santa Rosa Community Health Centers

CONTRACTOR will:

- Coordinate with the Bay Area AMP partners to collect air filter (also known as air cleaner or air purifier) orders and data regarding air filter recipients. Share compiled orders and data with Air District staff.
- Develop a fact sheet to 1) make connections between wildfire smoke, respiratory health and the air filters and 2) educate AMP partners about the proper use of the air filters. CONTRACTOR will develop these materials with input from local community health workers.
- Produce a case study about the AMP program, including:
 - its impact on the lives of clients that are vulnerable to wildfire smoke and poor air quality,
 - feedback to inform further partnerships,
 - recommended process improvements, and
 - program success stories.

The case study will be informed by AMP partners, community health workers and clients.

Work Plan:

Task 1: Serve as a coordinator and liaison between the DISTRICT and seven participating asthma home visiting programs.

- 1.1 CONTRACTOR will request air filter distribution data for each of the seven asthma home visiting programs on a quarterly basis. Data will include zip code, age, race/ethnicity, primary language.
 - 1.1.1 CONTRACTOR will also compile the data and send the information to DISTRICT staff.
- 1.2 CONTRACTOR will facilitate the requests for the purchase of air filters for each of the seven asthma home visiting programs. DISTRICT will purchase the air filters directly from the distributor and have the air filters delivered to the asthma home visiting program at the delivery location that the program chooses.
 - 1.2.1 CONTRACTOR will provide the opportunity for asthma home visiting programs to order request air filters on a monthly basis and will compile order information and send to DISTRICT staff.
 - 1.2.2 DISTRICT and CONTRACTOR will solve problems related to orders as they arise.

Deliverables:

1. *Act as a coordinator/liaison between AMP partners and District*
2. *Provide a copy of compiled data from AMP partners in excel format*
3. *Email District a compilation of monthly orders for air filters*
4. *Contact District to address air filter issues as needed.*

Task 2: Work with interested asthma home visiting programs to expand the air cleaner distribution beyond Sierra Health Foundation's Asthma Mitigation Project (AMP) clients. The Programs will seek to increase program reach and ensure the recipients of air filters will be low-income individuals with asthma or another lung-related illness.

- 2.1 CONTRACTOR will assess the interests of the seven participating asthma home visiting programs in expanding air filter distribution. CONTRACTOR will inform interested parties of the eligibility criteria and data reporting requirements. If criteria and requirements are met, CONTRACTOR will direct interested parties to DISTRICT.
- 2.2 CONTRACTOR will facilitate air filter distribution data and requests for the purchase of air filters, using the processes described in Task 1.1 and 1.2. To this end, CONTRACTOR will create a data tracking spreadsheet and provide this to AMP partners so that programs can indicate whether reach recipient is an AMP or non-AMP client in addition to providing the necessary data for the project.

Deliverables:

1. *Contact home visiting programs and inquire program interest and liaise with District*
2. *Collect and request quarterly reports from interested partners*
3. *Collect and provide copy of compiled data*

Task 3: Create fact sheet for clients on reducing their exposure to wildfire smoke.

- 3.1. CONTRACTOR will convene its Community Health Worker (CHW) Advisory Group to provide initial input on the fact sheet development. The CHW Advisory Group is an

existing network that RAMP convenes of Community Health Workers throughout the Bay Area to provide education, information, policy opportunities, resources and connections. Community Health Workers work directly with public health clients and have expertise on health risk education and communications to vulnerable communities/ target populations.

- 3.2. CONTRACTOR will reconvene the CHW Advisory Group, after researching and drafting the materials, to field-test the fact sheet. For each meeting, participating CHWs will receive a \$50 gift card each. CONTRACTOR will also seek feedback from the seven asthma home visiting programs and DISTRICT staff.
- 3.3. CONTRACTOR will share the final factsheet with DISTRICT in English to have educational materials, such as fact sheets, translated into Spanish, Arabic, Chinese, Tagalog, and Vietnamese.

Deliverables:

1. *Fact sheet in English on reducing exposure to wildfire smoke*
2. *Summary and feedback from Community Health Worker advisory (1 - 3 meetings)*
3. *Accounting Summary of compensation (gift cards) for CHW recipients*

Task 4: Create a case study of the Home Air Filtration Program

- 4.1. CONTRACTOR will meet with home visiting programs and DISTRICT staff to seek input on key lessons learned, and documentation, such as quotes and photos, from the project.
- 4.2. CONTRACTOR will work with partner organizations to provide clients with the option to anonymously provide feedback on the value of a) receiving the air cleaner, and b) receiving the instructions and education provided along with the air cleaner. CONTRACTOR will incorporate this feedback throughout the case study.
- 4.3. CONTRACTOR will work with DISTRICT staff to edit and review the case study.
- 4.4. CONTRACTOR will present to DISTRICT staff, asthma stakeholders across the state, and other audiences identified by DISTRICT staff that seek to adopt similar programs.

Deliverables:

1. *Create, review and edit case study report*
2. *Gather feedback and incorporate from AMP partners*
3. *Develop a presentation and present case study (1-2 presentations)*

ATTACHMENT B

COST SCHEDULE

DISTRICT will pay CONTRACTOR an hourly rate according to the rates below for the services described in Attachment A, Scope of Work and up to the Not to Exceed budget in the table below. CONTRACTOR will invoice DISTRICT monthly for the hours worked in the prior month. Invoicing and payments will be made in accordance with Section 8, Payment, of this Contract.

STAFF	TITLE	HOURLY RATE *Rates provided are fully burdened
Anne Kelsey Lamb	Director	\$168.44
Joel Ervice	Associate Director	\$162.28
Nilo Ventura	Program Administrator	\$127.10
Sharifa Lowe	Research Associate	\$61.84
Melanie Newcomb	Administrative Assistant	\$73.31

TASK	DESCRIPTION	BUDGET
1	Act as a Coordinator and Liaison between the Air District and seven participating asthma home visiting programs	\$12,000
2	Work with interested asthma home visiting programs to expand the air cleaner distribution beyond Sierra Health Foundation’s Asthma Mitigation Project (AMP) clients.	\$7,000
3	Create fact sheet for clients on reducing their exposure to wildfire smoke.	\$20,000
4	Create a case study of the Home Air Filtration Program	\$30,000
Budget NTE:		\$69,000

Total Cost of Contract not to exceed \$69,000.

AMENDMENT NO. 2 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2019.081

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, June 1, 2022.

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **IQAir North America, Inc.** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract to oversee and implement the Supplement Environmental Project for the installation of air filtration systems in sensitive receptor facilities in Bay Area Community Air Risk Evaluation communities (the "Contract"), which Contract was executed on behalf of CONTRACTOR on July 7, 2019, and on behalf of DISTRICT on July 12, 2019.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated July 23, 2020, for reference purposes only, to amend the payee of the Contract.
3. The PARTIES seek to amend the term, total cost, Scope of Work, and Cost Schedule of the Contract because DISTRICT seeks to provide additional funding and seeks to continue receiving services from CONTRACTOR prescribed in the Contract and CONTRACTOR desires to provide those service.
4. The PARTIES also seek to amend the DISTRICT contact to the Contract because DISTRICT seeks to provide a current point of contact for the CONTRACTOR.
5. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

TERMS AND CONDITIONS OF CONTRACT AMENDMENT:

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 2, "Recitals," to delete it in its entirety and replace it with the following paragraph:
 - 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

Page 1 of 8

Amendment No. 2 to Contract No. 2019.081

CONTRACTOR's stated qualifications to perform the services.

- B. DISTRICT and Fiat Powertrain Technologies Industrial, S.p.a ("FPT") have entered into a Supplemental Environmental Project Agreement (the "SEP Agreement"), attached hereto as Attachment C and made a part hereof by this reference.
 - C. DISTRICT has made \$294,600.95 in funds available for Wildfire Mitigation Designation, including school air filtration, from the Pandemic Reserves Designation.
 - D. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 4, "Term," of the Contract to replace "...eight (8) years..." with "...ten (10) years..."
 3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, "Payment," of the Contract to replace "\$1,880,000" with "\$2,236,460.26"
 4. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$1,880,000" with "\$2,236,460.26."
 5. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 10, "Notices" of the Contract to replace the DISTRICT point of contact "Luz Gomez" with "Anna Lee."
 6. 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.
 7. 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.
 8. 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

IQAIR NORTH AMERICA, INC.

By: _____
Sharon Landers
Interim Executive Officer/APCO

By: _____
Glory Dolphin
Chief Executive Officer

Date: _____

Date: _____

Approved as to form:
District Counsel

By: _____
Alexander Crockett
District Counsel

ATTACHMENT A-1

SCOPE OF WORK

In accordance with the terms and conditions of the CARB SEP Agreement and the goals of the District's Wildfire Mitigation Program, DISTRICT will oversee and implement the Supplemental Environmental Project and Wildfire Mitigation – school air filtration project for the installation of air filtration systems in sensitive receptor facilities in Bay Area Community Air Risk Evaluation (CARE) communities. CONTRACTOR shall provide installation of high-efficiency air filtration technologies for indoor air at 12 to 15 select schools in the following school districts no later than December 2022:

- Oakland Unified School District
- San Francisco Unified School District
- Vallejo City Unified School District
- Pittsburg Unified School District
- West Contra Costa Unified School District

CONTRACTOR shall provide 5 years of maintenance assistance, including parts and replacement filters, for each installed system and shall complete all Tasks itemized below.

Task 1: HVAC/Building Inspection and Air Filtration Deployment Plan

- 1.1 DISTRICT will provide CONTRACTOR a list of prioritized schools from eight communities identified under the DISTRICT'S Community Health Protection Program. CONTRACTOR, with support from DISTRICT, will engage the schools/school districts on the list to determine which schools are interested in participating in an initial assessment and potentially having the air filtration units installed. CONTRACTOR will obtain approval from DISTRICT before initiating an assessment at any particular school.
- 1.2 CONTRACTOR will obtain and review existing plans/HVAC specifications that are on file with the school/school district for each school participating in the initial assessment. As part of the initial assessment, CONTRACTOR will also perform site visits at each interested school to assess the existing HVAC systems/specifications as well as current HVAC usage patterns.
- 1.3 As part of the initial assessment, CONTRACTOR will conduct an initial and/or efficiency testing of the HVAC systems servicing the schools to be considered for high performance air filtration units. CONTRACTOR will provide performance-related test results to DISTRICT and the respective school/school district for review.
- 1.4 CONTRACTOR will provide a Preliminary Technical & Cost Report to DISTRICT and school district for each school assessed. The Preliminary Technical & Cost Reports will outline the cost to install the air filtration at each school and to provide maintenance assistance for five years after installation. Based on the Preliminary Technical & Cost Report, DISTRICT shall select the 12-15 schools where air filtration units are to be installed by CONTRACTOR.
- 1.5 CONTRACTOR shall (a) prepare a detailed Scope of Work and finalized Budget for each selected school, (b) obtain written approval of the Scope of Work and Budget from DISTRICT, and (c)

obtain written approval of the Scope of Work from the schools or school districts to install air filtration units. Any deviation from the Scope of Work or Budget shall require written authorization by DISTRICT and the school district or school.

Task 2: Install High-Performance Air Filtration at Schools

- 2.1 CONTRACTOR shall develop design criteria and specifications for air filters and stand-alone units, as applicable, and prepare the plans for review/approval by each school or school district chosen by DISTRICT. The air filtration shall be designed and installed in accordance with all applicable codes, standards, specifications and any other requirements, including those of the selected school or school district. Any alterations in the existing HVAC systems shall be done in accordance with all applicable codes, standards, specifications and any other requirements, including those of the selected school. CONTRACTOR shall install sensors, controls, or other measures as necessary to ensure continuous air flow through the high-performance filters.
- 2.2 CONTRACTOR shall obtain and pay for all necessary approvals/permits prior to installation of the air filtration units.
- 2.3 CONTRACTOR shall purchase all equipment and required parts to construct and install the air filtration units in/for the selected schools such that each filtration unit operates and has the necessary replacement filters for a minimum of five (5) years.
- 2.4 CONTRACTOR shall coordinate all activities relating to the construction and installation of the air filtration units with each school.
- 2.5 CONTRACTOR shall ensure the air filtration units do not add to the current noise levels in the classrooms and/or meet the noise level thresholds required by the school. If necessary and if technically and financially feasible, CONTRACTOR shall use silencers or other equipment to bring noise levels to thresholds required by the school.
- 2.6 CONTRACTOR shall conduct airflow and/or pressure drop testing before and after the installation of a representative number of air filters to ensure that the new, unused air filter has minimal effect on the air flow delivery of the existing air handling unit.
- 2.7 CONTRACTOR shall provide DISTRICT with a copy of the performance standards for the filtration units and ensure that all filtration units installed meets these performance standards.

Task 3: Maintenance Testing

- 3.1 CONTRACTOR shall, annually, use wireless remote sensors to determine airflow and/or pressure drops to alert the schools when filter replacement is necessary. CONTRACTOR shall provide to the respective school district or school performance data related to the installed air filtration units, including filter replacement schedule.

- 3.2 CONTRACTOR shall train maintenance staff at each school on how to perform air filter maintenance.
- 3.3 CONTRACTOR shall conduct at least one follow-up evaluation at each school between 12-24 months post installation regarding the effectiveness of the air filtration units and any ongoing maintenance issues. If a school site receives a complaint or if a school site requires additional training for teachers or new staff/faculty, CONTRACTOR will conduct site visits, additional training or collect additional data to determine and address any technical problems, maintenance issues, and best practices regarding the maintenance of air filtration units.

Task 4: Reporting

- 4.1 CONTRACTOR shall prepare and submit to DISTRICT a post-installation report for each school providing the details of the installation of air filtration units. The report shall include, at a minimum: a detailed description of each air filtration technology, manufacturer specifications, and all costs associated with the purchase, installation, operation and maintenance of the units. The report will also include information gathered from installed air sensor units, including baseline and weekly data summaries on particulate matter, carbon dioxide and, if available, volatile organic compounds
- 4.2 CONTRACTOR shall prepare a detailed operation and maintenance program for each school addressing the required frequency for cleaning or replacement of the filtration units and other maintenance procedures. A copy of the manufacturer specifications and recommended operating and maintenance procedures shall be included. The purpose of the maintenance manual is to assure adequate performance of the air filtration units following the installation.
- 4.3 CONTRACTOR shall submit quarterly progress reports within 5 days following the completion of the quarter detailing the activities completed during that quarter and the progress made with each school or school district. These reports will also include obstacles encountered, lessons learned, and technological advances in air filtration technology. Each quarterly progress report shall include, but not be limited to, the following:
 - a. Reporting time period (months, year).
 - b. Description of work completed during the reporting period, including a discussion of problems encountered and how those problems were resolved; and other relevant activities.
- 4.4 In addition to the above reports, CONTRACTOR shall keep in regular communication with DISTRICT and immediately notify DISTRICT of any developments that may impede the successful implementation of this project.
- 4.5 CONTRACTOR shall submit a final report to DISTRICT within 30 days after the completion of the installation of all of the funded air filter systems. The final report shall include:
 - a. Color photographs in a digital format, such as .ppt, .tif, .jpg on a CD or sent electronically, of each air filtration system installed (including a photo of the air purifier unit and the surrounding environment)
 - b. A brief description of each air cleaning approach utilized, and identification of the

specific air purifier unit installed, including manufacturer and model number.

- c. A summary table including: school, classroom number, classroom size, type of HVAC system servicing the classroom (manufacturer and model number), type of air purifier installed, and total cost to install the air purifier system.
- d. A summary table of data gathered from installed air sensors, including baseline and weekly summary data on particulate matter, carbon dioxide, and if possible, volatile organic compounds
- e. Problems - a discussion of significant problems encountered during the project and how they were resolved.

- 4.7 CONTRACTOR shall prepare a 2-page project synopsis, along with the final report. DISTRICT will provide the format and content to be used for this synopsis. All color photographs and images shall be embedded within the synopsis AND provided separately in digital format (.ppt, .tif, or .jpg), on CD or electronically.

DRAFT

ATTACHMENT B-1

COST SCHEDULE

DISTRICT will pay IQAir Foundation in lieu of CONTRACTOR on a time-and-materials basis for the CONTRACTOR’s tasks outlined in Attachment A, Scope of Work, that will be completed by December 2022, plus a fixed fee, paid upfront after filter installation, for five years of maintenance support, altogether up to a maximum amount of \$2,236,460.26.

Of the \$2,236,460.26 maximum amount - \$1,941,859.31 will come from the SEP Agreement, and \$294,600.95 will come from DISTRICT’s Wildfire Mitigation Program.

Labor: DISTRICT will pay IQAir Foundation in lieu of CONTRACTOR for CONTRACTOR’s time spent completing the tasks outlined in the Scope of Work at the hourly rates listed in the following table:

Staff	Hourly Rate
Project Manager	\$140.00/hr
Air Cleaning Specialist	\$120.00/hr
HVAC Supervisor	\$120.00/hr
HVAC Journeyman	\$90.00/hr
Field Technician	\$70.00/hr
Administrative Assistant	\$70.00/hr

Materials and Equipment Reimbursement: DISTRICT will reimburse IQAir Foundation in lieu of CONTRACTOR for CONTRACTOR’s costs incurred for supplies, air filtration units, replacement filters, and other materials and equipment necessary for CONTRACTOR to complete the tasks outlined in the Scope of Work. Reimbursable expenses shall be at their actual costs, with no mark-up. CONTRACTOR shall submit receipts of all reimbursable expenses.

Invoicing: CONTRACTOR will submit with each invoice a progress report stating the tasks completed and number of hours worked for the period covered by the invoice. Each report shall include a financial section detailing: (a) The funds spent to date, (b) The funds remaining in the budget for each school, and (c) The estimated costs for completion of the Scope of Work for each school. The report shall discuss whether CONTRACTOR expects the Scope of Work to be completed on budget, over budget, or under budget and by what amount. The section shall also total the amounts reported to date for all selected schools to provide an overview of financial status of the project. Payment will be made in accordance with Section 8, “Payment”, of the Contract.

Total cost of Contract not to exceed \$2,236,460.26.

Memorandum of Understanding

Contract No. 2022.XXX

The parties to this Memorandum of Understanding (“MOU”) are the Bay Area Air Quality Management District (“Air District”), a California agency, located at 375 Beale St., Suite 600, San Francisco, CA 94105 and PARTNER (“PARTNER”), [PARTNER], at [short description].

1. Purpose of Agreement. PARTNER seeks to assist the Air District to distribute air filtration units in the Vallejo community to improve indoor air in the households of low-income individuals.

The Air District shares the mission to help vulnerable populations reduce exposure to wildfire smoke and other sources of air pollution and has allocated funds to purchase and disseminate portable air filtration units to low-income Bay Area residents.

This MOU describes a non-exclusive, non-monetary relationship between PARTNER and the Air District.

2. PARTNER Responsibilities. PARTNER will:
 - a. Verify that each individual receiving an air filtration unit meets the following eligibility requirements:
 - i. The individual is a resident of [AB 617 community];
 - b. Commit to safely store units and replacement air filters until they are distributed.
 - c. Distribute no more than one unit and one replacement air filter per individual per household.
 - d. Distribute Air District information and guidance and manufacturers specifications on how to safely use and maintain the air filtration unit to the recipient of the unit.
 - e. Collect the following data on each unit distributed for reporting purposes and provide a report after each batch of distribution of filters to the designated Air District liaison and keep data anonymized to protect the privacy of the recipients:
 - i. Date unit was delivered to individual;
 - ii. Zip code of individual receiving unit;
 - iii. Age group, race/ethnicity, and primary language of individual receiving unit, if the recipient opts-into providing this information.
3. Air District Responsibilities. Air District will:
 - a. Purchase air filtration units and replacement filters for these units, up to an amount determined by the Air District at its sole discretion.
 - b. Provide for delivery of units and replacement filters to an address specified by PARTNER.
 - c. Provide general support, including translation into non-English languages of information sheet about the unit given to each individual, as needed.
 - d. Designate an Air District liaison to be a contact for the responsibilities of this MOU.

4. Disclaimer of Warranties. The technical assistance, expertise, resources, materials, templates and tools that may be provided by partner under this MOU of understanding are provided “as is” and partner hereby disclaims all warranties, whether express, implied, statutory or otherwise. Partner specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and all warranties arising from course of dealing, usage or trade practice. Partner makes no warranty of any kind that the technical assistance, expertise, resources, materials, templates and tools, or any products or results of its program, will meet or other person’s requirements, achieve any intended result, be compatible or work with any other services, or be secure, accurate, complete, free of harmful code, or error free.
5. Term. The term of this MOU shall be from **October 1, 2021** to **October 1, 2022**. The parties may terminate this MOU by mutual consent. In addition, either party may terminate this MOU with written notice to the other party. 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 12 below. Immediately upon receipt of the notice of termination, PARTNER shall cease all activities under this MOU, except such activities as are specified in the notice of termination.
6. Indemnification. PARTNER agrees to indemnify, defend and hold harmless the Air District and its directors, officers, members, employees, agents and contractors from and against any and all claims, losses, damages, costs, expenses or other liability resulting directly or indirectly from any intentional, grossly negligent or negligent act or failure to act by the PARTNER’s and its directors, officers, members, employees, agents or contractors in connection with this MOU.
7. Dispute Resolution. Any party raising any controversy or claim arising out of or relation to this MOU, or the breach thereof (collectively, “dispute”), shall first seek mediation to resolve the dispute in accordance with the provisions set forth below.
 - a. Upon receipt of a notice of dispute of the MOU, the party may submit a demand for mediation to resolve the dispute. 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 Air 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 court in accordance with the provisions of section 13 below to enforce the MOU.
8. 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 MOU 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 MOU, 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.

9. Assignment. No party shall assign, sell, license, or otherwise transfer any rights or obligations under this MOU to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.
10. Survival. Expiration or termination of this MOU shall not extinguish any previously-acrued rights or obligations of the parties.
11. Entire MOU and Modification. This MOU represents the final, complete, and exclusive statement of the agreement between the parties and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this MOU by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This MOU may only be amended by mutual agreement of the parties in writing and signed by both parties.
12. Notices. All notices that are required under this MOU 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.

AIR DISTRICT: Bay Area Air Quality Management District
375 Beale Street, Suite 600
San Francisco, CA 94105
[email]
Attn: [staff name]

PARTNER: [Name and address]
Attn:

13. Governing law. Any dispute that arises under or relates to this MOU 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 MOU, including mediation, shall be San Francisco, California.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

[NAME]

Sharon Landers
Interim Executive Officer/APCO

[NAME]
[TITLE]

Date

Date

Approved as to form:
District Counsel

By: _____
Alexander Crockett
District Counsel

Memorandum of Understanding

Contract No. 2021.XXX

The parties to this Memorandum of Understanding (“MOU”) are the Bay Area Air Quality Management District (“Air District”), a California agency, located at 375 Beale St., Suite 600, San Francisco, CA 94105 and PARTNER (“PARTNER”), [description of partner/clinic], located [PARTNER ADDRESS].

1. Purpose of Agreement. PARTNER seeks to [description of Partner’s mission – e.g., provide quality healthcare to the Oakland community, including Medi-Cal recipients who suffer from poorly controlled asthma].

The Air District shares an interest in reducing the exposure of the most vulnerable to wildfire smoke and other sources of air pollution and has allocated funds to purchase and disseminate portable air filtration units to low-income Bay Area residents.

This MOU describes a non-exclusive, non-monetary relationship between PARTNER and the Air District.

2. PARTNER Responsibilities

PARTNER will:

- a. Verify that each individual receiving an air filtration unit meets the following eligibility requirements:
 - i. The individual is a Medi-Cal recipient or is an undocumented resident who is not otherwise eligible to receive Medi-Cal;
 - ii. The individual is diagnosed with poorly controlled asthma, emphysema, chronic obstructive pulmonary disease (COPD) and/or other respiratory conditions; or
 - iii. The individual has received a referral with a diagnosis from a licensed physician, nurse practitioner, or physician assistant.
- b. Commit to safely store units until units are distributed, and distribute units to eligible recipients within the Air District’s jurisdiction.
- c. Provide Air District information on how to safely use and maintain the units
- d. Collect the following data on each unit distributed and provide a [monthly/quarterly] report to the designated Air District liaison:
 - i. Date unit was delivered to individual
 - ii. City and zip code of individual receiving unit
 - iii. Age group, race/ethnicity, and primary language of individual receiving unit (optional)
- e. Provide assistance and support at Air District Board of Directors’ meetings and/or participate in other social media efforts

3. Air District Responsibilities

Air District staff will:

- a. Purchase air filtration units, up to an amount determined by the Air District at its sole discretion, but not to exceed \$30,000.
- b. Coordinate the shipment of air filtration units to location(s) as specified by PARTNER. If, for practical reasons, PARTNER requires that the units be shipped to more than one location, Air District staff will so coordinate at its discretion.
- c. Provide general support, including translation into non-English languages of information sheet about the unit given to each recipient.

The Air District will designate an individual to be a contact for the responsibilities of this MOU.

4. **Disclaimer of Warranties.** THE TECHNICAL ASSISTANCE, EXPERTISE, RESOURCES, MATERIALS, TEMPLATES AND TOOLS THAT MAY BE PROVIDED BY PARTNER UNDER THIS MEMORANDUM OF UNDERSTANDING ARE PROVIDED "AS IS" AND PARTNER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. PARTNER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. PARTNER MAKES NO WARRANTY OF ANY KIND THAT THE TECHNICAL ASSISTANCE, EXPERTISE, RESOURCES, MATERIALS, TEMPLATES AND TOOLS, OR ANY PRODUCTS OR RESULTS OF ITS PROGRAM, WILL MEET OR OTHER PERSON'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.
5. **Term.** The term of this MOU shall be from [DATE] to [DATE]. The parties may terminate this MOU by mutual consent. In addition, either party may terminate this MOU with written notice to the other party. 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 12 below. Immediately upon receipt of the notice of termination, PARTNER shall cease all activities under this MOU, except such activities as are specified in the notice of termination.
6. **Indemnification.** [PARTNER] agrees to indemnify, defend and hold harmless the Air District and its directors, officers, members, employees, agents and contractors from and against any and all claims, losses, damages, costs, expenses or other liability resulting directly or indirectly from any intentional, grossly negligent or negligent act or failure to act by the PARTNER and its directors, officers, members, employees, agents or contractors in connection with this MOU.
7. **Dispute Resolution.** Any party raising any controversy or claim arising out of or relation to this MOU, or the breach thereof (collectively, "dispute"), shall first seek mediation to resolve the dispute in accordance with the provisions set forth below.
 - A. Upon receipt of a notice of dispute of the MOU, the party may submit a demand for mediation to resolve the dispute. 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 Air 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 MOU.
8. 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 MOU 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 MOU, 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.
9. Assignment. No party shall assign, sell, license, or otherwise transfer any rights or obligations under this MOU to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.
10. Survival. Expiration or termination of this MOU shall not extinguish any previously-acrued rights or obligations of the parties.
11. Entire MOU and Modification. This MOU represents the final, complete, and exclusive statement of the agreement between the parties and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this MOU by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This MOU may only be amended by mutual agreement of the parties in writing and signed by both parties.
12. Notices. All notices that are required under this MOU 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.

AIR DISTRICT: Bay Area Air Quality Management District
375 Beale Street, Suite 600
San Francisco, CA 94105
alee@baaqmd.gov
Attn: Anna Lee

PARTNER: [company or individual name]
[street address]
[city, state, zip]
Attn: [company contact]

13. Governing law. Any dispute that arises under or relates to this MOU 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.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

PARTNER

Sharon Landers
Interim Executive Officer/APCO

NAME
TITLE

Date

Date

Approved as to form: Alexander Crockett
District Counsel

By: _____
Alexander Crockett
District Counsel