



BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT

BOARD OF DIRECTORS
MEETING
July 5, 2023

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

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

**Bay Area Air Quality Management District
Headquarters East
103 Granada Conference Room
4114 Lakeside Drive
Richmond, CA 94806**

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

**City of Palo Alto City Hall
250 Hamilton Ave., 7th Floor
Palo Alto, CA 94301**

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

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

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

**City of Bloomington City Hall
Dunlap Conference Room, Room #235
401 N. Morton St.
Bloomington, IN 47404**

THE FOLLOWING STREAMING OPTIONS WILL ALSO BE PROVIDED

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

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

Members of the public may participate remotely via Zoom at <https://bayareametro.zoom.us/j/82201089927>, or may join Zoom by phone by dialing (669) 900-6833 or (408) 638-0968. The Webinar ID for this meeting is: 822 0108 9927

Public Comment on Agenda Items: The public may comment on each item on the agenda as the item is taken up. Members of the public who wish to speak on a matter on the agenda will have two minutes each to address the Board on that agenda item, unless a different time limit is established by the Chair. No speaker who has already spoken on an item will be entitled to speak to that item again.

BOARD OF DIRECTORS MEETING AGENDA

WEDNESDAY, JULY 5, 2023

9:00 AM

Chairperson, John J. Bauters

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

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

2. **Pledge of Allegiance**

3. **Special Orders of the Day**

CONSENT CALENDAR (Items 4 - 15)

4. Approval of the Draft Minutes of the Board of Directors Regular Meeting of June 21, 2023

The Committee will consider approving the draft minutes of the Board of Directors Regular Meeting of June 21, 2023.

5. Board Communications Received from June 21, 2023 through July 4, 2023

A copy of communications directed to the Board of Directors received by the Air District from June 21, 2023 through July 4, 2023, if any, will be distributed to the Board Members by way of email.

6. Notices of Violations Issued and Settlements in Excess of \$10,000 in the Month of May 2023

In accordance with Resolution No. 2012-08 the Board of Directors will receive a list of all Notices of Violations issued, and all settlements for amounts in excess of \$10,000 during the month of May 2023.

7. Authorization to Execute Purchases for Meteorology and Measurement Division Operations

The Board of Directors will consider authorizing the Executive Officer/APCO to procure goods and services that are required for Meteorology and Measurement Division operations in a total amount not to exceed \$29,200.

8. Authorization to Amend Climate Tech Finance Program Consultant Contract

The Board of Directors will consider authorizing the Executive Officer/APCO to amend the contract with George McDaniel to extend the contract term and include an additional \$96,000 to continue financial development support services for Climate Tech Finance program, for a total contract amount not to exceed \$192,000.

9. Authorization to Execute Contract with We The Creative to Provide Design and Development of the Air District's 2023 Annual Report

The Board of Directors will consider authorizing the Executive Officer/APCO to execute a contract with We The Creative in an amount not to exceed \$85,480 to provide design and development of the Air District's 2023 Annual Report.

10. Authorization to Amend Contract with Cylogy, Inc. to Create a Website Incident Response Notification System and Enhance the Spare the Air Website

The Board of Directors will consider authorizing the Executive Officer/APCO to execute a contract amendment for \$350,000.00 with Cylogy, Inc. to create an incident response notification system to manage notifications across the Air District's website and other online platforms, complete ongoing website enhancement projects, and perform routine web maintenance for the Spare the Air and Air District websites, for a total contract amount not to exceed \$3,332,510.

11. Approval of Revised Salary Schedule for Fiscal Year Ending 2023 and Fiscal Year Ending 2024

The Board of Directors will consider adopting a Resolution approving the revised Salary Schedule for Fiscal Year Ending 2023 and Fiscal Year Ending 2024.

12. Amendment to the Air District's Record Retention Schedule Regarding Destruction of Confidential Personnel Records After They Are No Longer Needed

The Board of Directors will consider adopting a Resolution amending the Air District's record retention schedule to specify that confidential personnel records will not be maintained after they are no longer legally required. This item addresses a concern identified by the Management Audit that maintaining personnel records longer than needed creates an unnecessary risk that confidential personal information could be compromised in the event of a security breach or other unauthorized disclosure.

13. Participation in Community Air Protection Program Implementation Funds Fiscal Year 2022-2023

The Board of Directors will consider adopting a Resolution accepting Fiscal Year 2022-2023 Community Air Protection Program implementation funds, and authorizing the Executive Officer/APCO to execute all necessary agreements with the California Air Resources Board to accept the funding and implement the program.

14. Report of the Stationary Source and Climate Impacts Committee Meeting of June 21, 2023

The Board of Directors will receive a report of the Stationary Source and Climate Impacts Committee Meeting of June 21, 2023.

15. Report of the Community Equity, Health, and Justice Committee Meeting of June 21, 2023

The Board of Directors will receive a report of the Community Equity, Health, and Justice Committee meeting of June 21, 2023.

ACTION ITEM(S)

16. Consider Taking 'Support' Position on the Federal "Cleaner Air Spaces Act of 2023"

This is an action item for the Board of Directors to consider taking a 'Support' position on the "Cleaner Air Spaces Act of 2023" introduced by Representative Scott Peters (CA-50) and Senators Michael Bennet (D-CO) and Jeff Merkley (D-OR). This item will be presented by Alan Abbs, Legislative Officer.

17. Adoption of Protocols to Ensure Continuity of Executive Leadership

The Board of Directors will consider adopting a Resolution to provide for continuity in the Executive Officer/APCO and District Counsel positions in the event that these positions become vacant or the incumbent becomes unavailable or unable to continue executing their duties. This item will be presented by Sharon L. Landers, Interim Chief Operating Officer.

18. Establishment of a Governance Structure for the Community Advisory Council (CAC) and Approval of the CAC Charter and CAC Compensation Policy and Procedures

The Board of Directors will consider adopting a Resolution establishing a governance structure for the Community Advisory Council (CAC), which includes the CAC Charter and the CAC Compensation Policy and Procedures. This item will be presented by Miriam Torres, Senior Advanced Projects Advisor.

INFORMATIONAL ITEM(S)

19. Wildfire Season Preview

Staff will provide an update on the outlook for the 2023 wildfire season and an overview of Air District programs related to wildfire prevention and air filtration. This is an informational item only and will be presented by Dr. Ranyee Chiang, Director of the Meteorology and Measurement Division.

OTHER BUSINESS

20. Public Comment on Non-Agenda Matters

Pursuant to Government Code Section 54954.3, members of the public who wish to speak on matters not on the agenda will be given an opportunity to address the Board of Directors. Members of the public will have two minutes each to address the Board, unless a different time limit is established by the Chair.

21. Board Member Comments

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

22. Report of the Executive Officer/APCO

23. Chairperson's Report

24. Time and Place of Next Meeting

Wednesday, July 19, 2023, at 9:00 a.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Board members and members of the public will be able to either join in-person or via webcast.

CLOSED SESSION

25. Conference with Labor Negotiators Pursuant to Government Code Section 54957.6

*Conference with Labor Negotiators
Pursuant to Government Code Section 54957.6
Agency Designated Representatives:
Laura A. Izon , Atkinson, Andelson, Loya, Ruud & Romo
John Chiladakis, Acting Chief Administrative Officer
Employee organization: BAAQMD Employees' Association*

26. Conference with Legal Counsel re Existing Litigation (Government Code Section 54956.9(a))

Pursuant to Government Code Section 54956.9(a), the Board will meet in closed session with legal counsel to discuss the following case:

Communities for a Better Environment v. Bay Area Air Quality Management District and McWane Inc., Alameda Superior Court Case No. 22CV020451.

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

Significant exposure to litigation pursuant to Government Code sections 54956.9(a) and (d)(2): Claim of Stephen Sanders (1 claim).

OPEN SESSION

28. Adjournment

The Board meeting shall be adjourned by the Board Chair.

CONTACT:

MANAGER, EXECUTIVE OPERATIONS
375 BEALE STREET, SAN FRANCISCO, CA 94105
yjohnson@baaqmd.gov

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

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

Accessibility and Non-Discrimination Policy

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

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

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

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

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

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

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

JULY 2023

<u>TYPE OF MEETING</u>	<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>ROOM</u>
Board of Directors Meeting	Wednesday	5	9:00 a.m.	1 st Floor Board Room
Board of Directors Finance & Administration Committee	Wednesday	5	1:00 p.m.	1 st Floor Board Room
Board of Directors Stationary Source and Climate Impacts Committee	Wednesday	12	10:00 a.m.	1 st Floor, Yerba Buena Room
Board of Directors Mobile Source and Climate Impacts Committee - Cancelled	Wednesday	12	1:00 p.m.	1 st Floor, Yerba Buena Room
Board of Directors Meeting	Wednesday	19	9:00 a.m.	1 st Floor Board Room
Board of Directors Community Equity, Health and Justice Committee - Cancelled	Wednesday	19	1:00 p.m.	1 st Floor Board Room
Board of Directors Community Advisory Council	Thursday	20	6:00 p.m.	1 st Floor, Yerba Buena Room

AUGUST 2023

NO MEETINGS SCHEDULED

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: July 5, 2023

Re: Approval of the Draft Minutes of the Board of Directors Regular Meeting of June 21,
2023

RECOMMENDED ACTION

Approve the draft minutes of the Board of Directors Regular Meeting of June 21, 2023.

BACKGROUND

None.

DISCUSSION

Attached for your review and approval are the draft minutes of the Board of Directors Regular Meeting of June 21, 2023.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Marcy Hiratzka
Reviewed by: Vanessa Johnson

ATTACHMENTS:

1. Draft Minutes of the Board of Directors Meeting of June 21, 2023

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

Board of Directors Regular Meeting
Wednesday, June 21, 2023

DRAFT MINUTES

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

CALL TO ORDER

1. **Opening Comments:** Board of Directors (Board) Chairperson, John J. Bauters, called the meeting to order at 9:00 a.m. He acknowledged the presence of Director David Hudson, who returned after a six-month absence, due to medical issues.

Roll Call:

Present, In-Person (Bay Area Metro Center, 375 Beale Street, Yerba Buena Room, San Francisco, California, 94105): Chairperson John J. Bauters; Vice Chairperson Davina Hurt; Secretary Lynda Hopkins; and Directors Ken Carlson, Noelia Corzo, Juan Gonzalez, David Haubert, Tyrone Jue, and Myrna Melgar.

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

Present, In-Person Satellite Location: (City of Palo Alto City Hall, 250 Hamilton Avenue, 7th Floor, Palo Alto, California, 94301): Directors Margaret Abe-Koga, Sergio Lopez, Ray Mueller, and Vicki Veenker.

Present, In-Person Satellite Location: (Santa Rosa Junior College, Doyle Library, Room 148, 1501 Mendocino Ave., Santa Rosa, California, 95401): Director Brian Barnacle.

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

Present, In-Person Satellite Location: (San Ramon City Hall, 7000 Bollinger Canyon Road, San Ramon, California, 94583): Director David Hudson.

Absent: Directors Katie Rice and Shamann Walton.

2. **PLEDGE OF ALLEGIANCE**

3. **SPECIAL ORDERS OF THE DAY**

Chair Bauters stated that Alexandra Kamel was promoted to Senior Assistant Counsel, and also introduced Carrie Schilling, who was recently hired as Senior Assistant Counsel in the Air District's Legal Division.

CONSENT CALENDAR (Items 4 – 17)

4. Approval of the Draft Minutes of the Board of Directors Regular Meeting of June 7, 2023
5. Board Communications Received from June 7, 2023, through June 20, 2023
6. Personnel Out-of-State Business Travel Report for May 2023
7. Notices of Violations Issued and Settlements in Excess of \$10,000 in the Month of April 2023
8. Authorization to Execute Contract Amendment for BioWatch Maintenance and Operations
9. Authorization to Amend Partnership Agreement with the Metropolitan Transportation Commission and Supplement Funding
10. Authorization to Approve an Amendment to Extend Contract and Increase Funding for Required Renovations to Air District Monitoring Field Stations
11. Authorization to Execute Contract Amendment with Metropolitan Group, LLC
12. Authorization to Execute Gas Purchases for Meteorology and Measurement Division Operations
13. Authorization to Accept Grant Program Revenues from the U.S. Environmental Protection Agency for Community Monitoring
14. Report of the Legislative Committee Meeting of June 7, 2023

The Board of Directors will receive a report of the Legislative Committee meeting of June 7, 2023, and will consider the following action recommended by the Committee.

A. State Legislative Update and Consideration of New Bills:

Action Item: The Board of Directors will consider taking positions in SUPPORT of the following bills:

1. Assembly Bill (AB) 50 (Wood) – Public utilities: timely service: customer energization.
2. Senate Bill (SB) 410 (Becker) – Powering Up Californians Act.

15. Report of the Finance and Administration Committee meeting of June 7, 2023

The Board of Directors will receive a report of the Finance and Administration Committee meeting of June 7, 2023, and will consider the following action recommended by the Committee.

A. Consider Appointment of Alternate Member of the Air District's Hearing Board:

Action Item: The Board of Directors will consider appointing Dr. Fung Lam, as an Alternate Member of the Hearing Board in the Public category.

16. Report of the Advisory Council Meeting of June 12, 2023

17. Report of the Mobile Source and Climate Impacts Committee Meeting of June 14, 2023

The Board of Directors will receive a report of the Mobile Source and Climate Impacts Committee meeting of June 14, 2023, and will consider the following actions recommended by the Committee.

- A. Solicitation for Electric Charging Infrastructure for Medium – and Heavy-Duty Vehicles and Equipment.

Action Item: The Board will consider approving the process and selection criteria for a new competitive solicitation for electric charging infrastructure for medium- and heavy-duty vehicles and equipment.

- B. Projects and Contracts with Proposed Grant Awards Over \$500,000

Action Item: The Board of Directors will consider approving the award of incentive funding to projects with proposed grant awards in excess of \$500,000 and authorize the Executive Officer/Air Pollution Control Officer (APCO) to execute grant agreements for the recommended project.

Public Comments

No requests received.

Board Comments

None.

Board Action

Director Gonzalez made a motion, seconded by Director Carlson, to **approve** Consent Calendar Items 4 – 17, inclusive; and the motion **carried** by the following vote of the Board:

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

PUBLIC HEARING

18. **PUBLIC HEARING TO CONSIDER THE SUBMISSION OF THE CURRENT VERSIONS OF REGULATION 9: INORGANIC GASEOUS POLLUTANTS, RULE 4: NITROGEN OXIDES FROM NATURAL GAS-FIRED FURNACES (RULE 9-4) AND REGULATION 9: INORGANIC GASEOUS POLLUTANTS, RULE 6: NITROGEN OXIDES EMISSIONS FROM NATURAL GAS-FIRED BOILERS AND WATER HEATERS (RULE 9-6) TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA) AND THE CALIFORNIA AIR RESOURCES BOARD (CARB) FOR INCLUSION IN THE STATE IMPLEMENTATION PLAN (SIP)**

The Board of Directors held a public hearing to consider the submission of the current versions of Regulation 9: Inorganic Gaseous Pollutants, Rule 4: Nitrogen Oxides from Natural Gas-Fired Furnaces (Rule 9-4) and Regulation 9: Inorganic Gaseous Pollutants, Rule 6: Nitrogen Oxides Emissions from Natural Gas-Fired Boilers and Water Heaters (Rule 9-6) to the United States Environmental Protection Agency and the California Air Resources Board for inclusion in the State Implementation Plan. In accordance with the regulatory requirements for submitting rules and regulations to the SIP, the Board of Directors was required to approve the submittal at a Public Hearing. The Public Hearing was noticed on April 5, 2023, and the public comment period closed on May 12, 2023.

NOTED PRESENT: Director Hannigan was noted present at 9:06 a.m., and Director Melgar was noted present at 9:11 a.m.

Greg Nudd, Deputy Executive Officer of Science and Policy, introduced Mark Tang, Principal Environmental Planner, and Jennifer Lam, Senior Air Quality Engineer, who gave the staff presentation *Public Hearing: Submission of Regulation 9, Rule 4 and Rule 6 to the State Implementation Plan*, including: outcome; outline; requested action; what is a SIP; elements of a SIP; rule submittal into the SIP; Regulation 9, Rules 4 and 6 and SIP; public comments and responses; and feedback requested/prompt.

Chair Bauters opened the Public Hearing.

NOTED PRESENT: Directors Abe-Koga, Mueller, and Miley were noted present at 9:23 a.m.

Public Comments

Public comments were given by Jed Holtzman, Rocky Mountain Institute; Mike Kapolnek, Sunnyvale resident; anonymous caller; and Fernando Gaytan, Earthjustice.

Board Comments

The Board and staff discussed whether recent amendments made to Rules 9-4 and 9-6 will help improve National Ambient Air Quality Standards (NAAQS) nonattainment areas in the Bay Area; how deferring to market conditions will this impact the Air District's ability make adjustments to meet NAAQS attainment goals, and concerns regarding the Air District's ability to meet the market response quickly enough; impacts of Bay Area air pollution on other California regions; reasons to both approve the submission of Rules 9-4 and 9-6 into the SIP immediately and wait several years to do so; the EPA's anticipated timeline for approving the SIP; concerns about grid capacity, electrification contractor

availability, and retrofit cost burdens for low and middle income households; electrification initiatives and funding programs in the City of Palo Alto; the new \$1 billion U.S. Green Climate Fund, the world’s largest climate and environment focused multilateral fund, and how much those funds will be able to assist with Bay Area electrification projects; alternative ways to move forward if the proposed recommendation is not adopted today; why the Air District feels that the ongoing litigation of the City of Berkeley’s ban on natural gas infrastructure is not relevant to Rules 9-4 and 9-6; the desire to accelerate the Rules 9-4 and 9-6 Implementation Working Group’s (IWG) efforts to subsidize electrification costs for lower income residents, and concerns about how the IWG may evaluate/measure consumer costs; updates regarding California investor-owned utilities and income-based electricity rates and the reducing of cost burdens; whether the SIP implementation process could be paused, should Regulations 9-4 and 9-6 be incorporated into the SIP, approved by the EPA, and power interruptions occur after SIP implementation begins; the Air District’s zero-tolerance policy against harassment, bullying and discrimination, and various Board members’ sentiments regarding the bullying of Air District staff by members of the public; the suggestion that the Air District partners with local municipalities to encourage industry to transition to electrification and give industry time to catch up; the suggestion that the Air District partners with Bay Area community choice aggregation agencies to utilize Inflation Reduction Act funds for electrification projects; IWG membership composition; and the suggestion that the Air District works with Association of Bay Area Governments and the Bay Area Regional Energy Network to develop an education program about electrification for the public.

NOTED PRESENT: Director Ross was noted present at 10:13 a.m.

Chair Bauters closed the Public Hearing.

Board Action

Chair Bauters made a motion, seconded by Secretary Hopkins, to **adopt** a resolution authorizing the submission of Rule 9-4 and Rule 9-6 to the US Environmental Protection Agency and the California Air Resources Board for inclusion in the State Implementation Plan to reduce emissions of nitrogen oxides to attain and maintain the National Ambient air Quality Standards promulgated by the EPA, and proposed to be strengthened by the US EPA, to protect public health and the environment; and the motion **carried** by the following vote of the Board:

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

[Link to signed Board Resolution No. 2023–09 is available here](#)

ACTION ITEM

19. APPROVAL OF AN AMENDMENT TO THE EMPLOYMENT AGREEMENT FOR DISTRICT COUNSEL

Chair Bauters explained that Alexander Crockett has been employed in the position of District Counsel since May 23, 2022. During the June 7, 2023, Closed Session for the District’s Board of Directors, the Board provided the one-year employment performance review for District Counsel. The Board considered a proposed amendment to the Employment Agreement for District Counsel increasing the salary by 5%.

Public Comments

No requests received.

Board Comments

None.

Board Action

Chair Bauters made a motion, seconded by Director Gonzalez, to **approve** an amendment to the Employment Agreement for District Counsel, increasing the salary by 5%; the motion **carried** by the following vote of the Board:

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

OTHER BUSINESS

20. PUBLIC COMMENT ON NON-AGENDA MATTERS

Public comments were given by an anonymous caller.

21. BOARD MEMBER COMMENTS

Various Board members welcomed Director Hudson back after his medical absence.

Vice Chair Hurt announced that on June 22, the California Air Resources Board will honor seven recipients of the 2022 Haagen-Smit Clean Air Awards, California’s premier award annually recognizing individuals who have made transformative contributions toward improving air quality or addressing climate change.

Director Lee thanked Director Abe-Koga for recently hosting the Cities Association of Santa Clara County's Annual General Membership Dinner, in her capacity as the Association's President, and also thanked Vice Chair Hurt for attending and discussing air quality in the nine Bay Area Counties.

Director Hudson thanked Air District staff for setting up an Air District satellite office location for him. He added that personal attacks during designated public comment periods subsequently take up time which should be used to discuss agenda items.

Director Mueller reported that fire authorities have been telling him that they have particular concerns about the Air District's prescribed burning requirements.

Director Gallagher thanked Vice Chair Hurt for being the keynote speaker at the Inaugural Napa Climate Summit: MOVING FORWARD FASTER, on May 24, 2023.

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

Dr. Philip M. Fine, Executive Officer/APCO, waived his report.

23. **CHAIRPERSON'S REPORT**

Chair Bauters announced the following:

- The Stationary Source and Climate Impacts Committee will meet on June 21, 2023, following the Board meeting, at 375 Beale Street, San Francisco, California, 94105.
- The Community Equity, Health, and Justice Committee will meet on June 21, 2023, following the Stationary Source and Climate Impacts Committee meeting, at 375 Beale Street, San Francisco, California, 94105.

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

Wednesday, July 5, 2023, at 9:00 a.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the board members and members of the public will be able to either join in-person or via webcast.

CLOSED SESSION (10:40 a.m.)

25. **CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6**

Conference with Labor Negotiators

Pursuant to Government Code Section 54957.6

Agency Designated Representatives:

Laura A. Izon , Atkinson, Andelson, Loya, Ruud & Romo

John Chiladakis, Acting Chief Administrative Officer

Employee organization: BAAQMD Employees' Association

REPORTABLE ACTION: Mr. Crockett had nothing to report.

OPEN SESSION (11:14 a.m.)

26. **ADJOURNMENT**

The meeting was adjourned at 11:15 a.m.

Marcy Hiratzka
Clerk of the Boards

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: July 5, 2023

Re: Board Communications Received from June 21, 2023 through July 4, 2023

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

None.

DISCUSSION

Copies of communications directed to the Board of Directors received by the Air District from June 21, 2023 through July 4, 2023, if any, will be distributed to the Board Members by way of email.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Michelle Beteta
Reviewed by: Vanessa Johnson

ATTACHMENTS:

None

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: July 5, 2023

Re: Notices of Violations Issued and Settlements in Excess of \$10,000 in the Month of
May 2023

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

None.

DISCUSSION

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

BUDGET CONSIDERATION/FINANCIAL IMPACT

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

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Alexander G. Crockett

ATTACHMENTS:

1. Notices of Violations for the Month of May 2023

NOTICES OF VIOLATION(S) ISSUED

The following Notice(s) of Violation(s) were issued in May 2023:

Alameda						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Ameresco Vasco Road LLC	E0432	Livermore	A60897A	5/18/2023	2-6-307	Title V Requirement/Condition Violation
Au Energy LLC	Z1937	Fremont	A60681A	5/9/2023	8-7-301.5	Gas Dispensing Facility Violation
Au Energy LLC	Z1937	Fremont	A60681B	5/9/2023	8-7-302.3	Gas Dispensing Facility Violation
Dublin San Ramon Services District - Wastewater TP	A1371	Pleasanton	A60893A	5/2/2023	2-1-307	Permit Requirement/Condition Violation
East Bay Municipal Utility District	A0591	Oakland	A61147A	5/11/2023	2-6-307	Title V Requirement/Condition Violation
ERI	FB756	Hayward	A60144A	5/16/2023	11-2-401.3	Asbestos Violation
Healthy Coffee Lifestyles Inc.	A9452	Livermore	A60894A	5/8/2023	2-1-302	No Permit to Operate
Meta Platforms Inc.	FB920	Fremont	A61776A	5/2/2023	2-1-301	No Authority to Construct and No Permit to Operate
Meta Platforms Inc.	FB920	Fremont	A61776B	5/2/2023	2-1-302	No Authority to Construct and No Permit to Operate
Restoration Management Company	Z9686	Hayward	A60143A	5/9/2023	11-2-401.3	Asbestos Violation
Salkhi Petroleum Inc.	FB808	San Leandro	A62260A	5/24/2023	8-7-301.5	Gas Dispensing Facility Violation
Tesla, Inc.	A1438	Fremont	A61777A	5/16/2023	2-6-307	Title V Requirement/Condition Violation

Tesla, Inc.	A1438	Fremont	A62128A	5/23/2023	2-6-307	Title V Requirement/Condition Violation
Waste Management of Alameda County	A2066	Livermore	A60895A	5/11/2023	8-34-303	Landfill Violation
Waste Management of Alameda County	A2066	Livermore	A60895B	5/11/2023	CCR	CA Code of Regulation Violation

Contra Costa						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Ameresco Keller Canyon LLC	B7667	Pittsburg	A60873A	5/15/2023	8-34-301.2	Landfill Violation
Bhavani Enterprises C/O Abraham	FB858	Pinole	A60682A	5/11/2023	8-7-301.5	Gas Dispensing Facility Violation
Chemtrade West US LLC	A0023	Richmond	A62047A	5/22/2023	2-6-307	Title V Requirement/Condition Violation
Chemtrade West US LLC	A0023	Richmond	A62048A	5/22/2023	2-6-307	Title V Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61778A	5/31/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61779A	5/31/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61780A	5/31/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61781A	5/31/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61782A	5/31/2023	2-1-307	Permit Requirement/Condition Violation

Chevron Products Company	A0010	Richmond	A61783A	5/31/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61832A	5/31/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61833A	5/31/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61834A	5/31/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62050A	5/31/2023	6-1-301	Visible Emissions Violation
Chevron Products Company	A0010	Richmond	A61826A	5/31/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61827A	5/31/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61828A	5/31/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61829A	5/31/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61830A	5/31/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61831A	5/31/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61813A	5/31/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61814A	5/31/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61816A	5/31/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61818A	5/31/2023	2-1-307	Permit Requirement/Condition Violation

Chevron Products Company	A0010	Richmond	A61822A	5/31/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61825A	5/31/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61802A	5/31/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61803A	5/31/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61806A	5/31/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61807A	5/31/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61810A	5/31/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61812A	5/31/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61784A	5/31/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61785A	5/31/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61786A	5/31/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61799A	5/31/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61800A	5/31/2023	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A61801A	5/31/2023	2-1-307	Permit Requirement/Condition Violation
Corteva Agriscience - Pittsburg Operations	A0031	Pittsburg	A60872A	5/2/2023	2-6-307	Title V Requirement/Condition Violation

Gold Bond Building Products, LLC	A0706	Richmond	A62731A	5/15/2023	1-301	Public Nuisance Violation
John Cheng	FB893	Pleasant Hill	A60683A	5/18/2023	8-7-301.5	Gas Dispensing Facility Violation
John Cheng	FB893	Pleasant Hill	A60683B	5/18/2023	8-7-302.3	Gas Dispensing Facility Violation
Los Medanos Energy Center	B1866	Pittsburg	A60874A	5/30/2023	1-523.1	Parametric Monitor Violation
Martinez Refining Company LLC	A0011	Martinez	A62090A	5/25/2023	2-6-307	Title V Requirement/Condition Violation
Pacific Gas & Electric Company	FB871	San Ramon	A62606A	5/10/2023	11-2-401.5	Asbestos Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61533A	5/22/2023	2-6-307	Title V Requirement/Condition Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A61533B	5/22/2023	1-522.7	Continuous Emissions Monitor Violation
Tesoro Refining & Marketing Company, LLC	B2758	Martinez	A56450A	5/16/2023	1-523.1	Parametric Monitor Violation

Marin						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Jakela, Inc.	W0619	Novato	A62608A	5/26/2023	11-2-303.6	Asbestos Violation
Tamalpais Construction Company	U2750	Mill Valley	A62605A	5/1/2023	11-2-401.3	Asbestos Violation

San Francisco						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Baldwin Pacific Properties LLC	FB928	San Francisco	A61928A	5/23/2023	2-1-301	No Authority to Construct and No Permit to Operate
Baldwin Pacific Properties LLC	FB928	San Francisco	A61928B	5/23/2023	2-1-302	No Authority to Construct and No Permit to Operate
California Pacific Med Ctr, Pacific Campus	A1700	San Francisco	A62640A	5/3/2023	9-7-307.9	Boiler Emissions Violation
Port of San Francisco	FB754	San Francisco	A58100A	5/24/2023	2-1-301	No Authority to Construct and No Permit to Operate
Port of San Francisco	FB754	San Francisco	A58100B	5/24/2023	2-1-302	No Authority to Construct and No Permit to Operate

San Mateo						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Browning-Ferris Industries of CA Inc.	A2266	Half Moon Bay	A60351A	5/11/2023	8-34-301.2	Landfill Violation
Browning-Ferris Industries of CA Inc.	A2266	Half Moon Bay	A60351B	5/11/2023	8-34-303	Landfill Violation
Browning-Ferris Industries of CA Inc.	A2266	Half Moon Bay	A62347A	5/23/2023	8-7-302.2	Gas Dispensing Facility Violation
California Dept of Transportation	B4900	Foster City	A62290A	5/16/2023	2-1-307	Permit Requirement/Condition Violation
California Dept of Transportation	B4900	Foster City	A62290B	5/16/2023	8-7-302.3	Gas Dispensing Facility Violation

Cypress Amloc Land Co. Inc.	A1364	Colma	A60350A	5/4/2023	8-34-301.1	Landfill Violation
Zareh Samurkashian	FB886	Redwood City	A62344A	5/16/2023	8-7-301.5	Gas Dispensing Facility Violation

Santa Clara						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Bayline Demolition	FB933	Gilroy	A60145A	5/30/2023	11-2-401.3	Asbestos Violation
City of Sunnyvale	F3152	Sunnyvale	A62342A	5/10/2023	2-1-307	Permit Requirement/Condition Violation
City of Sunnyvale	F3152	Sunnyvale	A62343A	5/10/2023	2-1-307	Permit Requirement/Condition Violation
DARFA Capital, LLC	FB887	Santa Clara	A62291A	5/17/2023	8-7-301.6	Gas Dispensing Facility Violation
DARFA Capital, LLC	FB887	Santa Clara	A62291B	5/17/2023	8-7-302.3	Gas Dispensing Facility Violation
Keith LaHale	FB840	Palo Alto	A62339A	5/3/2023	2-1-307	Permit Requirement/Condition Violation
Keith LaHale	FB840	Palo Alto	A62340A	5/3/2023	2-1-307	Permit Requirement/Condition Violation
Keith LaHale	FB840	Palo Alto	A62341A	5/3/2023	2-1-307	Permit Requirement/Condition Violation
San Jose Evergreen Community College Dist	A6066	San Jose	A62641A	5/25/2023	9-7-307.1	Boiler Emissions Violation

Solano						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Valero Refining Company - California	B2626	Benicia	A62188A	5/1/2023	8-28-304.2	Episodic Release from Pressure Relief Devices Violation

Company Address Outside of the Bay Area						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
NapaLand LLC	FB881	Inglewood	A62607A	5/15/2023	11-2-401.5	Asbestos Violation
Patrick Cruse	FB906	Auburn	A62293A	5/24/2023	8-7-302.3	Gas Dispensing Facility Violation
SAK Construction LLC	FB921	Rocklin	A58099A	5/9/2023	2-1-301	No Authority to Construct and No Permit to Operate
SAK Construction LLC	FB921	Rocklin	A58099B	5/9/2023	2-1-302	No Authority to Construct and No Permit to Operate

SETTLEMENTS FOR \$10,000 OR MORE REACHED

There were 2 settlement(s) for \$10,000 or more completed in May 2023.

1) On May 2, 2023, the District reached settlement with Lennar Homes of CA for \$30,000, regarding the allegations contained in the following 2 Notices of Violations:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A58086A	11/25/2019	11/14/2019	CCR	CA Code of Regulation Violation
A58088A	11/25/2019	11/15/2019	10	Code of Federal Regulation Violation

2) On May 14, 2023, the District reached settlement with Kirby Offshore Marine LLC for \$15,000, regarding the allegations contained in the following 1 Notice of Violation:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A59421A	2/25/2020	2/25/2020	8-44-305	Marine Tank Vessel Operations Violation

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: July 5, 2023

Re: Authorization to Execute Purchases for Meteorology and Measurement Division
Operations

RECOMMENDED ACTION

Recommend the Board of Directors authorize the Executive Officer/APCO to execute purchases listed in Attachment 1 for a total amount not to exceed \$29,200 for supplies and services required for Meteorology and Measurement Division operations.

BACKGROUND

The Meteorology and Measurement (M&M) Division provides emissions, air quality, and meteorological data; chemical analysis; forecasting; and data analysis. The data is used to determine if the Air District is in attainment with state and federal standards, determine if facilities are in compliance with Air District regulations, provide a scientific basis for Air District programmatic decisions, and to communicate about air quality with the public. The data and analyses from the Meteorology and Measurement Division also support the activities of the Compliance & Enforcement, Engineering, Planning, Legal, Rules, Assessment, Inventory & Modeling, Communications, and Community Engagement Divisions. To comply with regulations and to have comparable data over time and from year-to-year, many of the activities of the Meteorology and Measurement Division are routine and repeated. To accomplish many of these activities, instruments, warranty services and supplies of a very specific and technical nature are regularly required.

Because of the highly technical and specific requirements that are involved with M&M Division's air quality work, many of the instruments, supplies, and equipment warranty services that are needed to continue routine operations, comply with regulations, avoid data gaps, maintain instruments, and allow for safe operations are only available from single vendors. In these cases, the Air District's Administrative Code Division II Section 4.6(c)(4) allows for sole source procurements from single vendors without a competitive bidding process.

DISCUSSION

Staff are recommending the Board of Directors authorize the Executive Officer/APCO to execute the procurements listed in Attachment 1. While each of these procurements is not more than \$100,000, the accumulated spending is more than \$100,000 for similar items with each of the listed vendors over the multiple years of Air District operations. The total amount requested for these proposed procurements is \$29,200.

Attachment 1 provides information for each procurement.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The requested authorization of \$29,200 for these expenditures is included in the Meteorology and Measurement Division's approved FYE 2024 budget.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Mairi Beacon and Jerry Bovee
Reviewed by: Ranyee Chiang

ATTACHMENTS:

1. Attachment 1 - Requested Purchases

Attachment 1: Requested Purchase Authorizations

Section Name	Vendor	Amount	Description	Purchasing Category	Monopoly/Single Source Justification
Source Test	PG&E	\$2,000	Meter calibration	Sole Source	No other vendor is certified to do this work
Source Test	Thermo Environmental	\$20,000	CO analyzer	Sole Source	No other vendor manufactures CO analyzers to the needed specifications.
Laboratory	Thermo Electron	\$7,200	Analytical Standard, Instrument Supplies, laboratory supplies	Sole Source	These specialized goods are only available from this original equipment vendor

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: July 5, 2023

Re: Authorization to Amend Climate Tech Finance Program Consultant Contract

RECOMMENDED ACTION

Authorize the Executive Officer/APCO to amend the Air District contract with George McDaniel to extend the contract term and include an additional \$96,000 to continue financial development support services for Climate Tech Finance program, for a total contract amount not to exceed \$192,000.

BACKGROUND

The Air District established the Climate Tech Finance (CTF) program in 2018 to scale up technologies that reduce greenhouse gas (GHG) emissions. This program provides financial and technical support to small businesses, entrepreneurs, and lenders to encourage the commercialization of climate technologies. The program's overall goal is to accelerate climate technologies and practices across California and beyond. CTF helps entrepreneurs secure working capital loans from banks. The program encourages banks to lend to climate entrepreneurs by offering a loan guarantee of up to 80% of the loan principal or \$5 million, whichever is less.

To date, the CTF program has successfully funded twelve loans totaling \$30.9 million. These loans have been distributed among companies operating in various sectors, including clean energy, e-mobility, circular economy, and climate advocacy. The projected impact of the supported companies is substantial, with an expected reduction of over 3.4 megatons of CO₂-equivalent emissions by 2028.

DISCUSSION

Through the Request for Qualification (RFQ) No. 2022-015 issued on August 17, 2022, the Air District selected George McDaniel to deliver financial development support services for the Climate Tech Finance (CTF) program and executed a contract No. 2022.254 on October 25, 2022, with a total cost of up to \$96,000. The financial consultant role provides financial development support services for CTF, including ongoing deal sourcing, deal development, and

project management of CTF loan guarantees. George E. McDaniel has supported the CTF program since its inception in 2019 as a consultant at NorCal FDC, and his expansive knowledge of the program, its objectives, and its intricacies, accumulated over the years, is a tremendous asset.

Mr. McDaniel and his team have demonstrated an exceptional understanding of the climate tech finance landscape and have consistently proven their ability to foster meaningful relationships with entrepreneurs, lenders, and other stakeholders. Furthermore, his past experience and familiarity with the CTF mission and processes have ensured a smooth transition to the statewide program. Staff recommend the Board of Directors authorize the Executive Officer/APCO to amend the contract with George McDaniel to include an additional \$96,000 to continue providing financial support services for the CTF program and extend the project term by one year. With this amendment, the total not-to-exceed contract limit will be \$192,000.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The proposed contract costs are included as professional services in the Air District's FYE 2024 budget under program 126.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Tamara Kohne
Reviewed by: Anthony Fournier

ATTACHMENTS:

- 1. Original Executed Contract No. 2022.254 - George McDaniel
- 2. Draft Amendment 1 Contract No. 2022.254 - George McDaniel

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

PROFESSIONAL SERVICES CONTRACT

CONTRACT NO. 2022.254

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 **George McDaniel** (“CONTRACTOR”) whose address is 300 Frank Ogawa Plaza, Suite 175, Oakland, CA 94612.

2. **RECITALS**
 - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for services described in the Scope of Work, attached hereto as Attachment A and made a part hereof by this reference. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the services.
 - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.

3. **PERFORMANCE REQUIREMENTS**
 - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
 - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
 - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
 - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
 - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
 - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraph D above.

4. **TERM** – The term of this Contract is from October 1, 2022 to September 30, 2023, unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.

5. TERMINATION

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

6. INSURANCE

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

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

- 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 \$96,000.
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 \$96,000. 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: Derrick Tang

CONTRACTOR: George McDaniel
300 Frank Ogawa Plaza, Suite 175
Oakland, CA 94612
Attn: George McDaniel

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

12. EMPLOYEES OF CONTRACTOR

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

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

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

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

to in writing.

15. PUBLICATION

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

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

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

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

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

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

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

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

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

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

GEORGE MCDANIEL

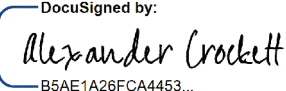
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Sharon Landers
Interim Executive Officer/APCO

By:  _____
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GEORGE MCDANIEL
Independent Contractor

Date: 10/25/2022

Date: 10/15/2022

Approved as to form:
District Counsel

By:  10/21/2022
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Alexander Crockett
District Counsel

ATTACHMENT A

SCOPE OF WORK

CONTRACTOR shall provide financial development support services for DISTRICT's Climate Tech Finance (CTF) program by accelerating access to capital or financial support to developers and adopters of technologies that reduce greenhouse gases. CONTRACTOR shall work with the DISTRICT's CTF team for ongoing deal sourcing, deal development, and project management of CTF loan guarantees.

CONTRACTOR will support climate technology entrepreneurs in their financial planning, advocate for their success and connect them with identified financial institutions. CONTRACTOR will review financial documents and provide technical assistance in preparing financing packages for potential lenders. CONTRACTOR will support the CTF team in helping to secure debt funding needed for entrepreneurs to successfully make the transition from early-stage to high-growth companies.

CONTRACTOR will conduct the assessment of profitability and viability of startups by reviewing their financial statements, such as balance sheets, income statements, tax returns and projected sources and uses of funds. CONTRACTOR will evaluate and provide feedback to technology entrepreneurs on the proposed business plan. CONTRACTOR will report the gaps and potential concerns to the team and if feasible provide solutions to entrepreneurs.

CONTRACTOR will identify financial institutions (commercial banks, CDFIs, credit unions) that are ready to offer debt financing to climate technology entrepreneurs and introduce the key features of the program. CONTRACTOR will explain how these technology projects fit banks' portfolios and how the loan guarantee works. Increase the network of lenders who participate in the loan guarantee program and are willing to fund climate technology ventures.

CONTRACTOR will introduce shovel-ready projects to financial institutions and the CTF team to shorten the time between introduction and loan execution. This could mean faster identification of potential users and their decision cycles. CONTRACTOR will ensure that communications are reaching the right people at the right point in their decision cycles.

As appropriate and upon DISTRICT's request, CONTRACTOR will develop additional objectives and strategies to enhance the broad strategic impact of the CTF program. CONTRACTOR will advise on potential partnerships and recommend additional changes to the existing program to make CTF more attractive to regulated lenders and broaden the potential participant pool.

ATTACHMENT B

COST SCHEDULE

DISTRICT will pay CONTRACTOR a monthly retainer fee of \$8,000 per month, up to maximum amount of \$96,000, to provide the consulting services outlined in Attachment A, Scope of Work.

Total cost of Contract not to exceed \$96,000.

AMENDMENT NO. 1 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2022.254

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, June 12, 2023, and consists of 3 pages.

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **George McDaniel** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for financial development support services for DISTRICT's Climate Tech Finance (CTF) program by accelerating access to capital or financial support to developers and adopters of technologies that reduce greenhouse gases (the "Contract"), which Contract was executed on behalf of CONTRACTOR on October 15, 2022, and on behalf of DISTRICT on October 25, 2022.
2. The PARTIES seek to amend the term and total maximum cost of, and recovery under, the Contract, and to replace Attachment B with Attachment B-1, because DISTRICT seeks to have CONTRACTOR continue to provide the services prescribed in the Contract, and CONTRACTOR desires to continue to provide those services, up to the new term and total maximum cost.
3. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

TERMS AND CONDITIONS OF CONTRACT AMENDMENT:

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 4, "Term." The term of the Contract shall be extended so that the termination date of the Contract is now September 30, 2024.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, "Payment," of the Contract to replace "\$96,000" with "\$192,000."
3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$96,000" with "\$192,000."
4. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment B, "Cost Schedule," with the attached Attachment B-1, "Cost Schedule," and agree that all

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

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

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

GEORGE MCDANIEL

By: _____
Philip M. Fine
Executive Officer/APCO

By: _____
George McDaniel
Independent Contractor

Date: _____

Date: _____

Approved as to form:
District Counsel

By: _____
Alexander Crockett
District Counsel

ATTACHMENT B-1

COST SCHEDULE

DISTRICT will pay CONTRACTOR a monthly retainer fee of \$8,000 per month, up to a maximum amount of \$192,000, to provide the consulting services outlined in Attachment A, Scope of Work.

Total cost of Contract not to exceed \$192,000.

DRAFT

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: July 5, 2023

Re: Authorization to Execute Contract with We The Creative to Provide Design and
Development of the Air District's 2023 Annual Report

RECOMMENDED ACTION

Recommend the Board of Directors authorize the Executive Officer/APCO to execute a contract with We The Creative to provide design and development of the Air District's 2023 Annual Report for an amount not to exceed \$85,480.

BACKGROUND

The Air District prepares an Annual Report publication each year that contains a year-end review of past year projects, highlights of upcoming projects, map of the Air District's monitoring network and summary of annual statistics. The Air District's goal is to make the Annual Report accessible to the general public, regulated community, local governments and elected officials. The Annual Report is developed in hardcopy format as well as a website version accessible on desktop and mobile devices. The Air District strives to have its Annual Report stand out from traditional reports through creative design elements and storytelling.

DISCUSSION

Recommend the Board of Directors authorize the Executive Officer/APCO to approve the contract with We The Creative to develop print and digital versions of the Air District's 2023 Annual Report for an amount not to exceed \$85,480.

The Communications Office posted Request for Proposal (RFP) No. 2023-022 for Annual Report Design and Production in May 2023. Nine submissions were received and We The Creative was the selected contractor.

We The Creative demonstrated extensive annual report design experience for government and environmental agencies, designing over 100 annual reports for public sector agencies, including many interactive annual report websites.

Table 1. RFP No. 2023-22 Scores

We The Creative	lowercase productions	Project6 Design	Background Stories	Hybrid Design	Michael Patrick Partners	Refactored	Action Circle	Uptown Studios
91.33	75.33	70	68.67	66.33	61.67	59	52.33	30.67

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for this contract is included in the fiscal year ending 2024 budget under program 301.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Kristina Chu
Reviewed by: Kristine Roselius

ATTACHMENTS:

1. Draft Contract No. 2023.128 - We The Creative

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

PROFESSIONAL SERVICES CONTRACT

CONTRACT NO. 2023.128

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 **We The Creative** (“CONTRACTOR”) whose address is 3349 Michelson Drive, Suite 200, Irvine, CA 92612.
2. RECITALS
 - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for services described in the Scope of Work, attached hereto as Attachment A and made a part hereof by this reference. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the services.
 - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
3. PERFORMANCE REQUIREMENTS
 - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
 - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
 - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
 - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
 - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
 - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraphs A-E above.
4. TERM – The term of this Contract is from August 1, 2023, to May 31, 2024, unless further extended by amendment of this Contract in writing, signed by all the parties, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.

5. TERMINATION

- A. The DISTRICT may terminate this Contract at any time, at will, and without specifying any reason, by notifying CONTRACTOR in writing. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of delivery of the notice of termination, 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 \$85,480.
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 \$85,480. The mediation costs shall not reduce the maximum amount recoverable under this section.
10. NOTICES – All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail, facsimile, or regular first class mail. In the case of e-mail and facsimile communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. E-mail and facsimile communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. pacific time. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

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

CONTRACTOR: We The Creative
3349 Michelson Drive, Suite 200
Irvine, CA 92612
Attn: Jillian Martinez

11. ADDITIONAL PROVISIONS – All attachment(s) to this Contract are expressly incorporated herein by this reference and made a part hereof as though fully set forth.
12. EMPLOYEES OF CONTRACTOR
 - A. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation leave, vacation replacements, sick leave, severance pay, and pay for legal holidays.
 - B. CONTRACTOR, its officers, employees, agents, or representatives shall not be considered employees or agents of DISTRICT, nor shall CONTRACTOR, its officers, employees, agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by DISTRICT to its employees.
 - C. DISTRICT reserves the right to review the credentials to perform the work of any of CONTRACTOR's employees assigned herein and to disapprove CONTRACTOR's assignments. CONTRACTOR warrants that it will not employ any subcontractor(s) without prior written approval from DISTRICT.
13. CONFIDENTIALITY – In order to carry out the purposes of this Contract, CONTRACTOR may require access to certain of DISTRICT's confidential information (including trade secrets, inventions, confidential know-how, confidential business information, and other information that DISTRICT considers confidential) (collectively, "Confidential Information"). It is expressly understood and agreed that DISTRICT may designate in a conspicuous manner Confidential Information that CONTRACTOR obtains from DISTRICT, and CONTRACTOR agrees to:
 - A. Observe complete confidentiality with respect to such information, including, without limitation, agreeing not to disclose or otherwise permit access to such information by any other person or entity in any manner whatsoever, except that such disclosure or access shall be permitted to employees of CONTRACTOR requiring access in fulfillment of the services provided under this Contract.
 - B. Ensure that CONTRACTOR's officers, employees, agents, representatives, and independent contractors are informed of the confidential nature of such information and to assure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
 - C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever, whether gratuitously or for valuable consideration, except as permitted under this Contract.
 - D. Notify DISTRICT promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information, or any part thereof, by any person or entity other than those authorized by this section. Take at CONTRACTOR's expense, but at DISTRICT's option, and in any event under DISTRICT's control, any legal action necessary to prevent unauthorized use of such information by any third party or entity which has gained access to such information at least in part due to the fault of CONTRACTOR.
 - E. Take any and all other actions necessary or desirable to assure such continued confidentiality and protection of such information during the term of this Contract and following expiration or termination of the Contract.
 - F. Prevent access to such materials by a person or entity not authorized under this Contract.
 - G. Establish specific procedures in order to fulfill the obligations of this section.

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

15. PUBLICATION

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

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

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

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

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

WE THE CREATIVE

By: _____
Philip M. Fine
Executive Officer/APCO

By: _____
Joven Orozco
President

Date: _____

Date: _____

Approved as to form:
District Counsel

By: _____
Alexander G. Crockett
District Counsel

ATTACHMENT A

SCOPE OF WORK

CONTRACTOR will be responsible for the discovery, design, development, and delivery of the printed and digital versions of the DISTRICT's 2023 Annual Report. CONTRACTOR shall perform all of the following:

PHASE ONE: Discovery

- Research and gain an understanding of the target market and needs of the DISTRICT;
- Perform job scheduling, project management, and open a project website;
- Analyze source information and theme ideas provided by the DISTRICT;
- With consultation from DISTRICT, perform collection of information, text, images, and/or logos provided by the DISTRICT;
- Plan and participate in discussions of project with DISTRICT;
- Interview executive staff identified by the DISTRICT; and
- Plan for a minimum of four (4) reviews/meetings/discussion.

PHASE TWO: Design

- Establish design direction for an annual report which best represents the theme with consultation with the DISTRICT;
- Establish the best technology plan approved by the DISTRICT;
- Initiate boardstorming - ideation process for concepts and new technology;
- Round 01 – Establish three (3) design directions –
 - Concepts via rough composites
 - Cover, general interior spread, financial spread (print)
 - Home page, internal page (web/mobile)
- Develop assets, such as copywriting, illustrations, and/or photography;
- Round 02 – Establish one (1) composite with DISTRICT revisions & suggestions; and
 - All pages of the entire report
- Round 03 – Establish one (1) tight composite with DISTRICT revisions & suggestions.
 - All pages of the entire report
 - Postcard, double-sided, sent with annual reports (print)
 - Social posts -Instagram, Facebook, Twitter
 - 'Air currents Report' graphic- single graphic 170 pixels wide

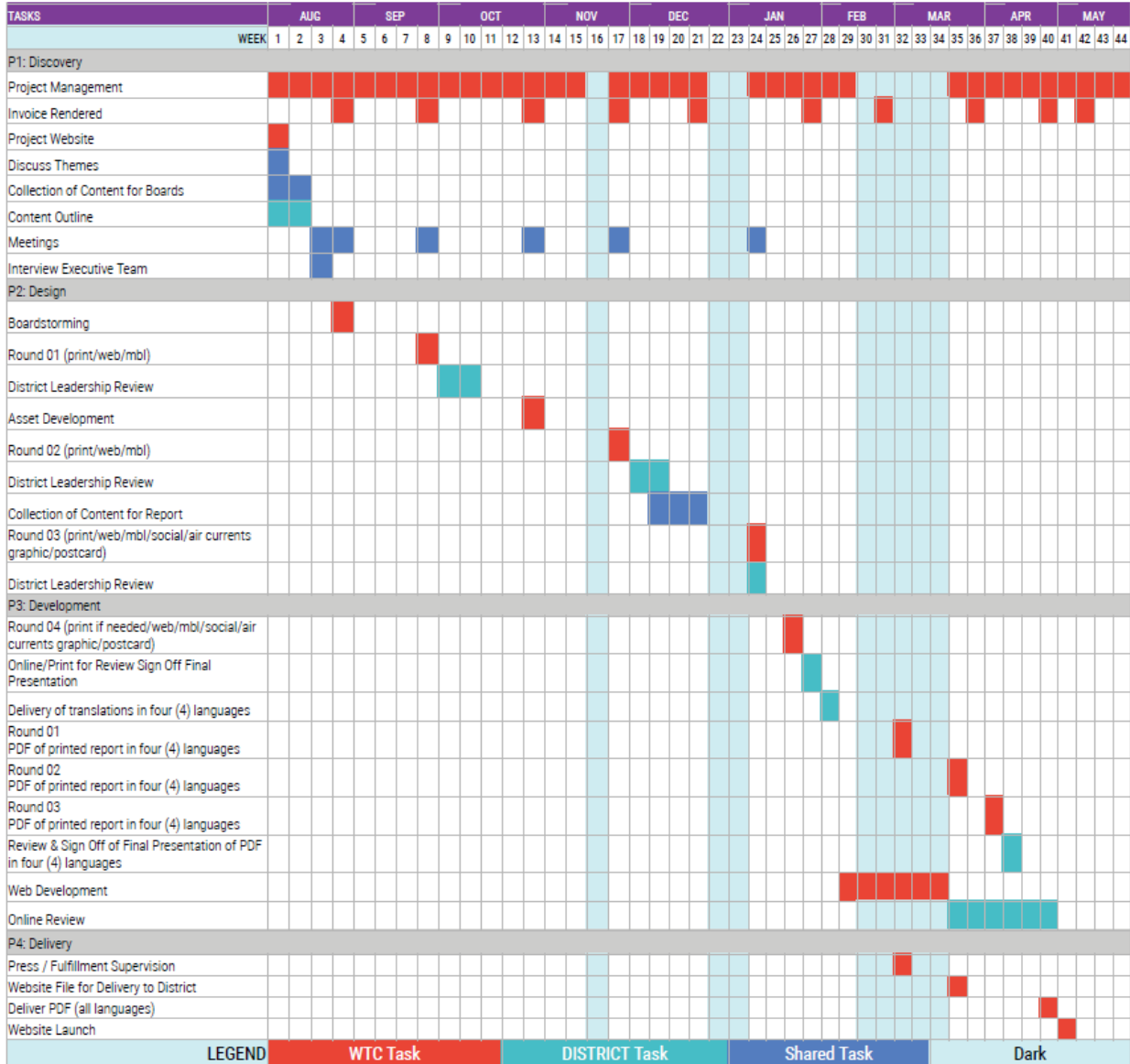
PHASE THREE: Development of concepts and designs

- Round 04
 - Establish one (1) staging website (if needed) on DISTRICT's server under direction of the DISTRICT web team;
 - CONTRACTOR will deliver PDF of printed report in four (4) languages in addition to English: Tagalog, Spanish, Chinese and Vietnamese. DISTRICT will provide translation.
- Up to one collective revision per round of chosen design direction
- Refine accepted design direction for website and postcard for DISTRICT's approval
- Present final proof for DISTRICT sign off

PHASE FOUR: Delivery

- Provide press supervision for annual report;
- Supervise fulfillment and mail house;
- Prepare files for the final intended use;
- Provide PDF for use on DISTRICT’s server and landing page; and
- Wrap up project with submission of final project files, reports, and invoices to DISTRICT.

Project Schedule:



ATTACHMENT B

COST SCHEDULE

DISTRICT will pay CONTRACTOR on a time and materials basis in accordance with the table below for the tasks outlined in Attachment A, Scope of Work. CONTRACTOR will submit invoices in accordance with Section 8, "Payment," of this Contract.

Name	Tasks	Hours	Rate	Total
Joven Orozco	Chief Creative Officer	15	\$209.00	\$3,135.00
Jillian Martinez	Account Manager	15	\$133.00	\$1,995.00
Mithilia Mills	Project Manager	100	\$93.50	\$9,350.00
Andy Ruiz	Creative Director	35	\$143.00	\$5,005.00
Kinsey Davis	Art Director	50	\$121.00	\$6,050.00
Eric Lumba	Graphic Designer / Production Artist	80	\$99.00	\$7,920.00
Julie Bos	Copywriter / Proofreader	10	\$99.00	\$990.00
Omar Karim	Web Developer	120	\$137.50	\$16,500.00
Liza Lazar	Translations	10	\$100.00	\$1,000.00
		435	Subtotal	\$51,945.00
Name	Tasks	Qty	Rate	Total
Printer/Mailhouse	FSC Certified Printing per RFP specifications	3000	\$6.25	\$18,750.00
	Envelope	2500	\$2.65	\$6,625.00
	Mailing	2400	\$3.40	\$8,160.00
	Subtotal		Subtotal	\$33,535.00
			TOTAL	\$85,480.00

Total cost of Contract not to exceed \$85,480.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: July 5, 2023

Re: Authorization to Amend Contract with Cylogy, Inc. to Create a Website Incident
Response Notification System and Enhance the Spare the Air Website

RECOMMENDED ACTION

Recommend the Board of Directors authorize the Executive Officer/APCO to execute a contract amendment for \$350,000.00 with Cylogy, Inc. to create an incident response notification system to manage notifications across the Air District's website and other online platforms, provide website support, complete ongoing web projects, and perform routine web maintenance for the Spare the Air and Air District websites, for a total contract amount not to exceed \$3,332,510.

BACKGROUND

Air District staff is recommending a contract amendment for the Cylogy, Inc. contract to create an incident response notification system to manage notifications across the Air District's website and other online platforms, to assist with Spare the Air website enhancements, expand Spare the Air alert exceedance data and create a Spare the Air Employer program member database.

The My Air Online Division posted a Request for Qualifications (RFQ) RFQ #2022-019 in November 2022. The RFP selection process was finalized in May 2023 to establish a bench of qualified vendors. Staff solicited bids from the established bench and received nine submissions. Based on Air District website needs, the vendors' qualifications and submitted bids, Cylogy, Inc. was the chosen contractor to develop the incident response notification system and work on Spare the Air website enhancement and maintenance services.

DISCUSSION

Cylogy has a wealth of experience with Sitecore, the Air District's website content management system, and has contributed extensively over the past ten years to improving and enhancing various components of the Spare the Air and Air District websites. To maintain continuity and provide needed updates, staff is recommending this work be continued with Cylogy, Inc. under the web development and maintenance Master Services Agreement managed by Online Services, My Air Online. Cylogy, Inc. has an experienced team of website architects, developers, designers, and project team members to provide necessary updates and ongoing support.

Air District staff is recommending a contract amendment for a one-year extension with Cylogy, Inc. for \$350,000.00. Below is an outline of the cost and tasks associated with this contract amendment:

General Funds - \$100,000 will be used to:

- Create an incident response notification system to manage notifications across the Air District's website and other online platforms.

Transportation Fund for Clean Air (TFCA) - \$250,000 will be used to:

- Expand Spare the Air alert exceedance data;
- Create Spare the Air Employer program member database;
- Continue Spare the Air website enhancements and maintenance.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Project funds were included in the 301 and 306 program budgets for FYE 2023 but were not spent. This request would carry over the FYE 2023 unspent budget to the FYE 2024 budget and amend these program budgets in the following amounts.

- Transportation Fund for Clean Air (TFCA) - \$250,000
- General Revenue - \$100,000

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Kristina Chu and Anja Page
Reviewed by: Kristine Roselius and John Chiladakis

ATTACHMENTS:

1. Original Executed Contract No. 2020.102 - Cylogy, Inc.
2. Draft Amendment 9 of Contract 2020.102 - Cylogy, Inc.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

MASTER SERVICES CONTRACT

CONTRACT NO. 2020.102

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 **Cylogy, Inc.** (“CONTRACTOR”) whose address is 600 California Street, 11th Floor, San Francisco, CA 94108.
2. **RECITALS**
 - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for Services as defined herein. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the Services.
 - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
3. **DEFINITIONS**
 - A. “Purchase Order” shall mean the written or electronic document used by DISTRICT to track payments to CONTRACTOR under this Contract.
 - B. “Services” shall mean the services to be provided by CONTRACTOR hereunder as generally described in the General Description of Services, attached hereto as Attachment A and made a part hereof by this reference, and as specifically described in Task Orders issued pursuant to this Contract.
 - C. “Task Order” shall mean a written request by DISTRICT for specific services to be performed by CONTRACTOR.
4. **PERFORMANCE REQUIREMENTS**
 - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
 - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
 - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
 - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
 - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
 - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraph D above.

5. TERM – The term of this Contract is from May 1, 2020 to June 30, 2021, unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.

6. TERMINATION

A. The DISTRICT may terminate this Contract at any time, at will, and without specifying any reason, by notifying CONTRACTOR in writing. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of delivery of the notice of termination, and shall be delivered in accordance with the provisions of section 13 below. Immediately upon receipt of the notice of termination, CONTRACTOR shall cease all services under this Contract, except such services as are specified in the notice of termination. CONTRACTOR shall deliver a final invoice for all remaining services performed but not billed, including any services specified in the termination notice, on or before ten (10) business days following the termination date.

B. Either party may terminate this Contract for breach by the other party.

i) Failure to perform any agreement or obligation contained in this Contract or failure to complete the services in a satisfactory manner shall constitute a breach of the Contract.

ii) The non-breaching party may terminate the Contract by delivery of a written notice of breach. The notice of breach shall specify the date of termination, which shall be no earlier than ten (10) business days from delivery of the notice of breach. In the alternative, at its sole discretion, the non-breaching party may require the breaching party to cure the breach. The notice of breach shall specify the nature of the breach and the date by which such breach must be cured.

iii) If CONTRACTOR fails to perform any obligation under this Contract, DISTRICT at its sole discretion, may perform, or cause the performance, of the obligation itself. In that event, DISTRICT shall deduct the costs to perform such obligation and any other costs to cure the breach from the payment otherwise due to CONTRACTOR for work performed under this Contract. DISTRICT's performance hereunder shall not be deemed a waiver or release of any obligation of, or default by, CONTRACTOR under this Contract.

iv) The notice of breach shall be provided in accordance with the notice requirements set forth in section 13.

v) The non-breaching party reserves all rights under law and equity to enforce this Contract and recover any damages.

7. INSURANCE

A. CONTRACTOR shall maintain the following insurance:

i) Workers' compensation and employers' liability insurance as required by California law or other applicable statutory requirements.

ii) Occurrence-based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each occurrence. Such insurance shall include DISTRICT and its officers, agents, and employees as additional insureds and shall be primary with respect to any insurance maintained by DISTRICT.

iii) Business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles. If CONTRACTOR is a sole proprietor, CONTRACTOR may meet this insurance requirement with personal automobile liability insurance carrying a business use endorsement or by demonstrating to the satisfaction of DISTRICT that business

use is covered under the CONTRACTOR's personal automobile liability insurance. A CONTRACTOR using only rental vehicles in performing work under this Contract may meet this insurance requirement by purchasing automobile liability insurance in the required coverage amount from the rental agency.

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

8. INDEMNIFICATION

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

9. AGREEMENT TO PROVIDE SERVICES

- A. CONTRACTOR hereby agrees to provide to DISTRICT, as DISTRICT may from time to time designate, such services as DISTRICT may order by Task Order, all in accordance with and subject to the terms, covenants and conditions of this Contract. DISTRICT agrees to pay for these services ordered by DISTRICT in accordance with and subject to the terms, covenants and conditions of this Contract.
- B. All Task Orders issued by DISTRICT to CONTRACTOR for services during the term of this Contract are subject to the provisions of this Contract as though fully set forth in such Task Order. In the event that the provisions of this Contract conflict with any Task Order issued by DISTRICT to CONTRACTOR, the provisions of this Contract shall govern. No other terms and conditions, including, but not limited to, those contained in CONTRACTOR's standard printed terms and conditions, on CONTRACTOR's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Contract, any Task Order, or any transactions occurring pursuant hereto or thereto, unless this Contract shall be specifically amended to adopt such other terms and conditions in writing by the parties.
- C. Notwithstanding any other provision of this Contract to the contrary, DISTRICT shall have no obligation to order or purchase any services hereunder and the placement of any Task Order shall be in the sole discretion of DISTRICT. Without limiting the generality of the foregoing, the

actual quantity of services to be purchased hereunder shall be determined by DISTRICT in its sole discretion and shall not exceed \$490,327. This Contract is not exclusive. CONTRACTOR expressly acknowledges and agrees that DISTRICT may purchase at its sole discretion, services that are identical or similar to the services described in this Contract from any third party.

10. TASK ORDERS – Each Task Order will specify the following items, as relevant: specific services requested, schedule for services, location where services are to be performed (with contact person), and cost or estimated cost of services. Each Task Order issued under this Contract shall be made part of, and be incorporated into this Contract, and shall reference this Contract on the face of each Task Order. Should any Task Order not conform to or satisfy the terms of this Contract, CONTRACTOR shall have five (5) business days after receipt to reject the Task Order. By not rejecting the Task Order within five (5) business days, CONTRACTOR will have accepted the Task Order. Acceptance by CONTRACTOR is limited to the provisions of this Contract and the Task Order. No additional or different provisions proposed by CONTRACTOR or DISTRICT shall apply. In addition, the parties agree that this Contract and accepted Task Orders constitute a contract for services and satisfy all statutory and legal formalities of a contract.

11. PRICING, INVOICES, AND PAYMENT
 - A. DISTRICT shall pay CONTRACTOR for all services ordered and provided in compliance with the terms and conditions of this Contract and with Task Orders issued under this Contract.
 - B. CONTRACTOR shall submit original invoices to DISTRICT in form and substance and format reasonably acceptable to DISTRICT. Each invoice, including supporting documentation, must be prepared in duplicate on CONTRACTOR's letterhead; must list DISTRICT's contract number, Purchase Order Number, and the CONTRACTOR's Social Security Number or Federal Employer Identification Number; and must be submitted to: Bay Area Air Quality Management District, 375 Beale Street, Suite 600, San Francisco, CA 94105, Attn: Blair Adams.
 - C. Except as specifically set forth in Attachment A or in Task Orders under this Contract, DISTRICT shall not be responsible for any additional costs or expenses of any nature incurred by CONTRACTOR in connection with the provision of the services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc.
 - D. CONTRACTOR represents, warrants and covenants that the prices, charges and fees for services set forth in this Contract (on the whole) are at least as favorable as the prices, charges and fees CONTRACTOR charges (on the whole) to other of its customers or clients for the same or substantially similar services provided under the same or substantially similar circumstances, terms, and conditions. If CONTRACTOR agrees or contracts with other clients or customers similarly situated during the Term of this Contract, and offers or agrees to financial terms more favorable than those set forth herein (on the whole), CONTRACTOR hereby agrees that it will reduce the prices, charges and/or fees charged to DISTRICT in respect of the services hereunder to the most favorable rates received by those other clients or customers.

12. DISPUTE RESOLUTION – A party that disputes a notice of breach must first seek mediation to resolve the dispute in accordance with the provisions set forth below.
 - A. Upon receipt of a notice of breach of contract, the party may submit a demand for mediation to resolve whether or not a breach occurred. The party must state the basis of the dispute and deliver the demand within ten (10) business days of the date of receipt of the notice of breach.
 - B. The mediation shall take place at DISTRICT's office at 375 Beale Street, Suite 600, San Francisco, or at such other place as may be mutually agreed upon by the parties and the mediator.

- C. The parties shall make good faith efforts to hold the mediation within thirty (30) days after receipt of the demand for mediation.
- D. Each party shall bear its own mediation costs.
- E. In the event the parties are unable to resolve the dispute, either party may file an action in a court of competent jurisdiction to enforce the Contract.
- F. Maximum recovery under this section shall be limited to the total value of all Task Orders issued under this Contract. The mediation costs shall not reduce the maximum amount recoverable under this section.

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

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

CONTRACTOR: Cylogy, Inc.
600 California Street, 11th Floor
San Francisco, CA 94108
Attn: Lindsay Sullivan

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

15. EMPLOYEES OF CONTRACTOR

- A. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation, vacation replacements, sick leave, severance pay, and pay for legal holidays.
- B. CONTRACTOR, its officers, employees, agents, or representatives shall not be considered employees or agents of DISTRICT, nor shall CONTRACTOR, its officers, employees, agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by DISTRICT to its employees.
- C. CONTRACTOR shall assign those employees listed in the Task Order to perform services under this Contract. CONTRACTOR shall not assign different employees to perform these services 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 services for any of CONTRACTOR's employees assigned herein and to disapprove CONTRACTOR's assignments.

CONTRACTOR warrants that it will not employ any subcontractor(s) without prior written approval from DISTRICT.

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

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

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

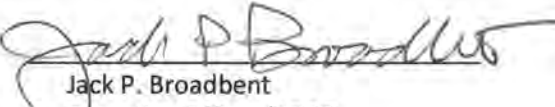
- D. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and shall require compliance with the above.
19. NON-DISCRIMINATION – In the performance of this Contract, CONTRACTOR shall not discriminate in its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

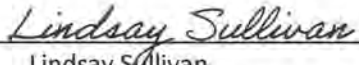
23. ATTORNEYS' FEES – In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.
24. FORCE MAJEURE – Neither DISTRICT nor CONTRACTOR shall be liable for or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the services, or other causes, except financial, that are beyond the reasonable control of DISTRICT or CONTRACTOR, for a period of time equal to the period of such force majeure event, provided that the party failing to perform notifies the other party within fifteen calendar days of discovery of the force majeure event, and provided further that that party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to party's own action or inaction, then such cause shall not excuse that party from performance under this Contract.
25. SEVERABILITY – If a court of competent jurisdiction holds any provision of this Contract to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them will not be affected.
26. HEADINGS – Headings on the sections and paragraphs of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
27. COUNTERPARTS/FACSIMILES/SCANS – This Contract may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same contract. The parties may rely upon a facsimile copy or scanned copy of any party's signature as an original for all purposes.
28. GOVERNING LAW – Any dispute that arises under or relates to this Contract shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Contract, including mediation, shall be San Francisco, California.
29. ENTIRE CONTRACT AND MODIFICATION – This Contract represents the final, complete, and exclusive statement of the agreement between the parties related to CONTRACTOR providing services to DISTRICT and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Contract may only be amended by mutual agreement of the parties in writing and signed by both parties.
30. SURVIVAL OF TERMS – The provisions of sections 8 (Indemnification), 16 (Confidentiality), 17 (Intellectual Property Rights), and 18 (Publication) shall survive the expiration or termination of this Contract.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

CYLOGY, INC.

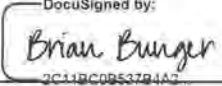
By: 
Jack P. Broadbent
Executive Officer/APCO

By: 
Lindsay Sullivan
Practice Director

Date: 6/3/20

Date: 5/28/2020

Approved as to form:
District Counsel

By:  6/1/2020
Brian C. Bunger
District Counsel

Attachment A
General Description of Services

CONTRACTOR shall provide backend website content management system integration, customization and infrastructure support to DISTRICT.

AMENDMENT NO. 9 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2020.102

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, May 24, 2023, and consists of 2 pages.

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **Cylogy, Inc.** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for backend website content management system integration, customization and infrastructure support (the "Contract"), which Contract was executed on behalf of CONTRACTOR on May 28, 2020, and on behalf of DISTRICT on June 3, 2020.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated December 2, 2020, for reference purposes only, to amend the total maximum cost of the Contract.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated April 22, 2021, for reference purposes only, to amend the term and total maximum cost of the Contract, and to replace Task Order No. 2 executed under the Contract with Task Order No. 2-A.
4. The PARTIES entered into Amendment No. 3 to the Contract, dated May 27, 2021, for reference purposes only, to amend the total maximum cost of the Contract.
5. The PARTIES entered into Amendment No. 4 to the Contract, dated September 27, 2021, for reference purposes only, to amend the total maximum cost of the Contract.
6. The PARTIES entered into Amendment No. 5 to the Contract, dated April 29, 2022, for reference purposes only, to amend the term and total maximum cost of the Contract.
7. The PARTIES entered into Amendment No. 6 to the Contract, dated July 26, 2022, for reference purposes only, to amend the total maximum cost of the Contract.
8. The PARTIES entered into Amendment No. 7 to the Contract, dated October 3, 2022, for reference purposes only, to amend the total maximum cost of the Contract.
9. The PARTIES entered into Amendment No. 8 to the Contract, dated May 15, 2023, for reference purposes only, to amend the total maximum cost of the Contract.

10. The PARTIES seek to further amend the total maximum cost of the Contract because the DISTRICT seeks to have CONTRACTOR continue to provide the services described in the Contract, and CONTRACTOR desires to continue to provide those services, up to the new total maximum cost.
11. In accordance with Section 29 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

TERMS AND CONDITIONS OF CONTRACT AMENDMENT:

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph C of Section 9, "Agreement to Provide Services," of the Contract to replace "\$2,982,510" with "\$3,332,510."
2. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

CYLOGY, INC.

By: _____
Philip M. Fine
Executive Officer/APCO

By: _____
Lindsay Sullivan
Practice Director

Date: _____

Date: _____

Approved as to form:
District Counsel

By: _____
Alexander G. Crockett
District Counsel

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: July 5, 2023

Re: Approval of Revised Salary Schedule for Fiscal Year Ending 2023 and Fiscal Year
Ending 2024

RECOMMENDED ACTION

Recommend the Board of Directors adopt the attached Resolution approving the revised salary schedule for Fiscal Year Ending (FYE) 2023 and FYE 2024.

BACKGROUND

Pursuant to Title 2 of the California Code of Regulations, Section 570.5, CalPERS requires that public agencies' governing boards must approve and adopt pay schedules as standalone documents detailing their pay rates. To determine the pay rate for compensation earnable, CalPERS will only consider the normal monthly rate of pay or base pay that is established on a publicly available pay schedule.

DISCUSSION

The Air District's Board of Directors previously approved employment contracts for the Executive Officer/Air Pollution Control Officer, Chief Operating Officer, and Counsel classifications. The attached resolution revises the salary schedule to reflect the recent employment contracts.

BUDGET CONSIDERATION/FINANCIAL IMPACT

There is no additional financial impact beyond that contemplated in the FYE 2023 and FYE 2024 budget.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: David Minuk
Reviewed by: John Chiladakis

ATTACHMENTS:

1. Draft Resolution to Approve the Revised Salary Schedule for FYE 2023 and FYE 2024
2. Draft Revised Salary Schedule for Fiscal Year Ending 2023
3. Draft Revised Salary Schedule for Fiscal Year Ending 2024

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

RESOLUTION NO. 2023-_____

**A Resolution of the
Board of Directors of the Bay Area Air Quality Management District
to Approve the Revised Salary Schedule for Fiscal Year Ending 2023 and
Fiscal Year Ending 2024**

WHEREAS, the Board of Directors established Salary Ranges and Classifications on June 10, 1962, pursuant to Resolution No. 270 and has from time to time amended those Salary Ranges and Classifications;

WHEREAS, the Air District Budget for Fiscal Year Ending 2023 and Fiscal Year Ending 2024 includes funds for Board of Director discretionary use in adjusting salaries and fringe benefits for Air District employees;

WHEREAS, the Board of Directors have previously approved employment contracts for the Executive Officer/Air Pollution Control Officer, Chief Operating Officer, and Counsel classifications;

WHEREAS, Title 2 of the California Code of Regulations, section 570.5 requires that public agencies governing boards must approve and adopt pay schedules as standalone documents detailing their pay rates;

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Board of Directors approves the revised salary schedule attached hereto which, consistent with the Budget Fiscal Year Ending 2023 and Fiscal Year Ending 2024; and with contracts with Board appointed management employees, revises the salaries of the Executive Officer/Air Pollution Control Officer and Counsel classifications and adds the Chief Operating Officer classification.

The foregoing resolution was duly and regularly introduced, passed and adopted at a regular meeting of the Board of Directors of the Bay Area Air Quality Management District on the Motion of Director _____, seconded by Director _____, on the ____ day of _____, 2023 by the following vote of the Board:

AYES:

NOES:

ABSTAIN:

ABSENT:

John J. Bauters
Chairperson of the Board of Directors

ATTEST:

Lynda Hopkins
Secretary of the Board of Directors

DRAFT

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
SALARY SCHEDULE FOR MANAGEMENT AND CONFIDENTIAL CLASSES
 Annually/Monthly/Bi-weekly/Hourly effective July 3, 2022

ID-JDE MANAGEMENT

Per Employment Agreement

1B101 Executive Officer/Air Pollution Control Officer*	370000.00 30833.34 14230.77 177.88
1B103 Chief Operating Officer*	337748.00 28145.67 12990.31 162.38
1B102 Counsel**	318897.23 26574.77 12265.28 153.32

ID-JDE MANAGEMENT

	Range	Step A	Step B	Step C	Step D	Step E
3M101 Air Monitoring Manager	148M	150578.21 12548.18 5791.47 72.39	158107.12 13175.59 6081.04 76.01	166012.47 13834.37 6385.10 79.81	174313.10 14526.09 6704.35 83.80	183028.75 15252.40 7039.57 87.99
3M102 Air Quality Engineering Manager	148M	150578.21 12548.18 5791.47 72.39	158107.12 13175.59 6081.04 76.01	166012.47 13834.37 6385.10 79.81	174313.10 14526.09 6704.35 83.80	183028.75 15252.40 7039.57 87.99
3M103 Air Quality Planning Manager	148M	150578.21 12548.18 5791.47 72.39	158107.12 13175.59 6081.04 76.01	166012.47 13834.37 6385.10 79.81	174313.10 14526.09 6704.35 83.80	183028.75 15252.40 7039.57 87.99
3M104 Air Quality Program Manager	148M	150578.21 12548.18 5791.47 72.39	158107.12 13175.59 6081.04 76.01	166012.47 13834.37 6385.10 79.81	174313.10 14526.09 6704.35 83.80	183028.75 15252.40 7039.57 87.99
8M101 Assistant Counsel I	149M	151660.22 12638.35 5833.09 72.91	159243.23 13270.27 6124.74 76.56	167205.39 13933.78 6430.98 80.39	175565.66 14630.47 6752.53 84.41	184343.94 15362.00 7090.15 88.63
7M101 Assistant Counsel II	153M	170112.16 14176.01 6542.78 81.78	178617.77 14884.81 6869.91 85.87	187548.66 15629.05 7213.41 90.17	196926.09 16410.51 7574.08 94.68	206772.40 17231.03 7952.78 99.41
3M121 Assistant Manager	147M	146949.28 12245.77 5651.90 70.65	154296.75 12858.06 5934.49 74.18	162011.58 13500.97 6231.21 77.89	170112.16 14176.01 6542.78 81.78	178617.77 14884.81 6869.91 85.87

* Per Board Action Effective February 21, 2023

** Per Board Action Effective May 23, 2023

ID-JDE MANAGEMENT(CONTINUED)	Range	Step A	Step B	Step C	Step D	Step E
3M117 Audit & Special Projects Manager	148M	150578.21	158107.12	166012.47	174313.10	183028.75
		12548.18	13175.59	13834.37	14526.09	15252.40
		5791.47	6081.04	6385.10	6704.35	7039.57
		72.39	76.01	79.81	83.80	87.99
3M105 Business Manager	148M	150578.21	158107.12	166012.47	174313.10	183028.75
		12548.18	13175.59	13834.37	14526.09	15252.40
		5791.47	6081.04	6385.10	6704.35	7039.57
		72.39	76.01	79.81	83.80	87.99
2M111 Communications Officer	156M	181820.40	190911.42	200457.00	210479.85	221003.84
		15151.70	15909.29	16704.75	17539.99	18416.99
		6993.09	7342.75	7709.88	8095.38	8500.15
		87.41	91.78	96.37	101.19	106.25
1M101 Deputy Air Pollution Control Officer	160M	201789.20	211878.66	222472.59	233596.22	245276.03
		16815.77	17656.55	18539.38	19466.35	20439.67
		7761.12	8149.18	8556.64	8984.47	9433.69
		97.01	101.86	106.96	112.31	117.9212
1M102 Deputy Executive Officer	169M	251333.14	263899.80	277094.79	290949.53	305497.00
		20944.43	21991.65	23091.23	24245.79	25458.08
		9666.66	10149.99	10657.49	11190.37	11749.88
		120.83	126.87	133.22	139.88	146.87
2M110 Director/Officer	156M	181820.40	190911.42	200457.00	210479.85	221003.84
		15151.70	15909.29	16704.75	17539.99	18416.99
		6993.09	7342.75	7709.88	8095.38	8500.15
		87.41	91.78	96.37	101.19	106.25
2M101 Director of Administration	156M	181820.40	190911.42	200457.00	210479.85	221003.84
		15151.70	15909.29	16704.75	17539.99	18416.99
		6993.09	7342.75	7709.88	8095.38	8500.15
		87.41	91.78	96.37	101.19	106.25
2M102 Director of Enforcement	156M	181820.40	190911.42	200457.00	210479.85	221003.84
		15151.70	15909.29	16704.75	17539.99	18416.99
		6993.09	7342.75	7709.88	8095.38	8500.15
		87.41	91.78	96.37	101.19	106.25
2M103 Director of Engineering	156M	181820.40	190911.42	200457.00	210479.85	221003.84
		15151.70	15909.29	16704.75	17539.99	18416.99
		6993.09	7342.75	7709.88	8095.38	8500.15
		87.41	91.78	96.37	101.19	106.25
2M108 Director of Strategic Incentives	156M	181820.40	190911.42	200457.00	210479.85	221003.84
		15151.70	15909.29	16704.75	17539.99	18416.99
		6993.09	7342.75	7709.88	8095.38	8500.15
		87.41	91.78	96.37	101.19	106.25
2M104 Director of Information Services	156M	181820.40	190911.42	200457.00	210479.85	221003.84
		15151.70	15909.29	16704.75	17539.99	18416.99
		6993.09	7342.75	7709.88	8095.38	8500.15
		87.41	91.78	96.37	101.19	106.25

ID-JDE MANAGEMENT(CONTINUED)	Range	Step A	Step B	Step C	Step D	Step E
2M105 Director of Planning and Research	156M	181820.40	190911.42	200457.00	210479.85	221003.84
		15151.70	15909.29	16704.75	17539.99	18416.99
		6993.09	7342.75	7709.88	8095.38	8500.15
		87.41	91.78	96.37	101.19	106.25
2M107 Director of Technical Services	156M	181820.40	190911.42	200457.00	210479.85	221003.84
		15151.70	15909.29	16704.75	17539.99	18416.99
		6993.09	7342.75	7709.88	8095.38	8500.15
		87.41	91.78	96.37	101.19	106.25
3M119 Engineering Project Processing Manager	148M	150578.21	158107.12	166012.47	174313.10	183028.75
		12548.18	13175.59	13834.37	14526.09	15252.40
		5791.47	6081.04	6385.10	6704.35	7039.57
		72.39	76.01	79.81	83.80	87.99
3M113 Executive Operations Manager	148M	150578.21	158107.12	166012.47	174313.10	183028.75
		12548.18	13175.59	13834.37	14526.09	15252.40
		5791.47	6081.04	6385.10	6704.35	7039.57
		72.39	76.01	79.81	83.80	87.99
3M107 Finance Manager	148M	150578.21	158107.12	166012.47	174313.10	183028.75
		12548.18	13175.59	13834.37	14526.09	15252.40
		5791.47	6081.04	6385.10	6704.35	7039.57
		72.39	76.01	79.81	83.80	87.99
3M106 Fleet and Facilities Manager	134M	107013.12	112363.78	117981.96	123881.06	130075.12
		8917.76	9363.65	9831.83	10323.42	10839.59
		4115.89	4321.68	4537.77	4764.66	5002.89
		51.45	54.02	56.72	59.56	62.54
2M111 Health Officer	156M	181820.40	190911.42	200457.00	210479.85	221003.84
		15151.70	15909.29	16704.75	17539.99	18416.99
		6993.09	7342.75	7709.88	8095.38	8500.15
		87.41	91.78	96.37	101.19	106.25
3M118 Human Resources Manager	148M	150578.21	158107.12	166012.47	174313.10	183028.75
		12548.18	13175.59	13834.37	14526.09	15252.40
		5791.47	6081.04	6385.10	6704.35	7039.57
		72.39	76.01	79.81	83.80	87.99
3M108 Human Resources Officer	156M	181820.40	190911.42	200457.00	210479.85	221003.84
		15151.70	15909.29	16704.75	17539.99	18416.99
		6993.09	7342.75	7709.88	8095.38	8500.15
		87.41	91.78	96.37	101.19	106.25
3M109 Information Systems Manager	148M	150578.21	158107.12	166012.47	174313.10	183028.75
		12548.18	13175.59	13834.37	14526.09	15252.40
		5791.47	6081.04	6385.10	6704.35	7039.57
		72.39	76.01	79.81	83.80	87.99
2M109 Information Technology Officer	156M	181820.40	190911.42	200457.00	210479.85	221003.84
		15151.70	15909.29	16704.75	17539.99	18416.99
		6993.09	7342.75	7709.88	8095.38	8500.15
		87.41	91.78	96.37	101.19	106.25

ID-JDE MANAGEMENT(CONTINUED)	Range	Step A	Step B	Step C	Step D	Step E
3M110 Manager (Laboratory)	148M	150578.21	158107.12	166012.47	174313.10	183028.75
		12548.18	13175.59	13834.37	14526.09	15252.40
		5791.47	6081.04	6385.10	6704.35	7039.57
		72.39	76.01	79.81	83.80	87.99
3M120 Manager	148M	150578.21	158107.12	166012.47	174313.10	183028.75
		12548.18	13175.59	13834.37	14526.09	15252.40
		5791.47	6081.04	6385.10	6704.35	7039.57
		72.39	76.01	79.81	83.80	87.99
3M115 Manager of Executive Operations	148M	150578.21	158107.12	166012.47	174313.10	183028.75
		12548.18	13175.59	13834.37	14526.09	15252.40
		5791.47	6081.04	6385.10	6704.35	7039.57
		72.39	76.01	79.81	83.80	87.99
3M111 Meteorology and Data Analysis Manager	148M	150578.21	158107.12	166012.47	174313.10	183028.75
		12548.18	13175.59	13834.37	14526.09	15252.40
		5791.47	6081.04	6385.10	6704.35	7039.57
		72.39	76.01	79.81	83.80	87.99
3M112 Research and Modeling Manager	148M	150578.21	158107.12	166012.47	174313.10	183028.75
		12548.18	13175.59	13834.37	14526.09	15252.40
		5791.47	6081.04	6385.10	6704.35	7039.57
		72.39	76.01	79.81	83.80	87.99
6M101 Senior Assistant Counsel	157M	187548.66	196926.09	206772.40	217111.02	227966.57
		15629.05	16410.51	17231.03	18092.58	18997.21
		7213.41	7574.08	7952.78	8350.42	8767.94
		90.17	94.68	99.41	104.38	109.60
6M102 Senior Policy Advisor	148M	150578.21	158107.12	166012.47	174313.10	183028.75
		12548.18	13175.59	13834.37	14526.09	15252.40
		5791.47	6081.04	6385.10	6704.35	7039.57
		72.39	76.01	79.81	83.80	87.99
3M116 Strategic Facilities Planning Manager	148M	150578.21	158107.12	166012.47	174313.10	183028.75
		12548.18	13175.59	13834.37	14526.09	15252.40
		5791.47	6081.04	6385.10	6704.35	7039.57
		72.39	76.01	79.81	83.80	87.99

ID-JDE CONFIDENTIAL	Range	Step A	Step B	Step C	Step D	Step E
8C006 Administrative Assistant I (Confidential)	114	63783.27	66972.44	70321.06	73837.11	77528.97
		5315.27	5581.04	5860.09	6153.09	6460.75
		2453.20	2575.86	2704.66	2839.89	2981.88
		30.67	32.20	33.81	35.50	37.27
7C009 Administrative Assistant II (Confidential)	118	70321.06	73837.11	77528.97	81405.42	85475.69
		5860.09	6153.09	6460.75	6783.78	7122.97
		2704.66	2839.89	2981.88	3130.98	3287.53
		33.81	35.50	37.27	39.14	41.09
7C007 Administrative Secretary (Confidential)	118	70321.06	73837.11	77528.97	81405.42	85475.69
		5860.09	6153.09	6460.75	6783.78	7122.97
		2704.66	2839.89	2981.88	3130.98	3287.53
		33.81	35.50	37.27	39.14	41.09
5C101 Clerk of the Boards	132	98948.79	103896.23	109091.04	114545.60	120272.88
		8245.73	8658.02	9090.92	9545.47	10022.74
		3805.72	3996.01	4195.81	4405.60	4625.88
		47.57	49.95	52.45	55.07	57.82
8C005 Executive Assistant I	128	89749.47	94236.95	98948.79	103896.23	109091.04
		7479.12	7853.08	8245.73	8658.02	9090.92
		3451.90	3624.50	3805.72	3996.01	4195.81
		43.15	45.31	47.57	49.95	52.45
7C008 Executive Assistant II	132	98948.79	103896.23	109091.04	114545.60	120272.88
		8245.73	8658.02	9090.92	9545.47	10022.74
		3805.72	3996.01	4195.81	4405.60	4625.88
		47.57	49.95	52.45	55.07	57.82
8C004 Executive Secretary I	128	89749.47	94236.95	98948.79	103896.23	109091.04
		7479.12	7853.08	8245.73	8658.02	9090.92
		3451.90	3624.50	3805.72	3996.01	4195.81
		43.15	45.31	47.57	49.95	52.45
7C001 Executive Secretary II	132	98948.79	103896.23	109091.04	114545.60	120272.88
		8245.73	8658.02	9090.92	9545.47	10022.74
		3805.72	3996.01	4195.81	4405.60	4625.88
		47.57	49.95	52.45	55.07	57.82
8C101 Human Resources Analyst I	130	94236.95	98948.79	103896.23	109091.04	114545.60
		7853.08	8245.73	8658.02	9090.92	9545.47
		3624.50	3805.72	3996.01	4195.81	4405.60
		45.31	47.57	49.95	52.45	55.07
7C103 Human Resources Analyst II	134	103896.23	109091.04	114545.60	120272.88	126286.52
		8658.02	9090.92	9545.47	10022.74	10523.88
		3996.01	4195.81	4405.60	4625.88	4857.17
		49.95	52.45	55.07	57.82	60.71
8C001 Human Resources Technician I	122	77528.97	81405.42	85475.69	89749.47	94236.95
		6460.75	6783.78	7122.97	7479.12	7853.08
		2981.88	3130.98	3287.53	3451.90	3624.50
		37.27	39.14	41.09	43.15	45.31

ID-JDE CONFIDENTIAL(CONTINUED)	Range	Step A	Step B	Step C	Step D	Step E
7C002 Human Resources Technician II	126	85475.69	89749.47	94236.95	98948.79	103896.23
		7122.97	7479.12	7853.08	8245.73	8658.02
		3287.53	3451.90	3624.50	3805.72	3996.01
		41.09	43.15	45.31	47.57	49.95
7C003 Legal Office Services Specialist	124	81405.42	85475.69	89749.47	94236.95	98948.79
		6783.78	7122.97	7479.12	7853.08	8245.73
		3130.98	3287.53	3451.90	3624.50	3805.72
		39.14	41.09	43.15	45.31	47.57
8C002 Legal Secretary I	116	66972.44	70321.06	73837.11	77528.97	81405.42
		5581.04	5860.09	6153.09	6460.75	6783.78
		2575.86	2704.66	2839.89	2981.88	3130.98
		32.20	33.81	35.50	37.27	39.14
7C004 Legal Secretary II	120	73837.11	77528.97	81405.42	85475.69	89749.47
		6153.09	6460.75	6783.78	7122.97	7479.12
		2839.89	2981.88	3130.98	3287.53	3451.90
		35.50	37.27	39.14	41.09	43.15
8C003 Office Assistant I (HR)	104	49975.86	52474.66	55098.39	57853.31	60745.98
		4164.66	4372.89	4591.53	4821.11	5062.16
		1922.15	2018.26	2119.17	2225.13	2336.38
		24.03	25.23	26.49	27.81	29.20
7C005 Office Assistant II (HR)	108	55098.39	57853.31	60745.98	63783.27	66972.44
		4591.53	4821.11	5062.16	5315.27	5581.04
		2119.17	2225.13	2336.38	2453.20	2575.86
		26.49	27.81	29.20	30.67	32.20
7C102 Paralegal	124	81405.42	85475.69	89749.47	94236.95	98948.79
		6783.78	7122.97	7479.12	7853.08	8245.73
		3130.98	3287.53	3451.90	3624.50	3805.72
		39.14	41.09	43.15	45.31	47.57
4C101 Principal Human Resources Analyst	142	126286.52	132600.85	139230.89	146192.43	153502.05
		10523.88	11050.07	11602.57	12182.70	12791.84
		4857.17	5100.03	5355.03	5622.79	5903.93
		60.71	63.75	66.94	70.28	73.80
6C002 Senior Executive Assistant	134	103896.23	109091.04	114545.60	120272.88	126286.52
		8658.02	9090.92	9545.47	10022.74	10523.88
		3996.01	4195.81	4405.60	4625.88	4857.17
		49.95	52.45	55.07	57.82	60.71
6C001 Senior Executive Secretary	134	103896.23	109091.04	114545.60	120272.88	126286.52
		8658.02	9090.92	9545.47	10022.74	10523.88
		3996.01	4195.81	4405.60	4625.88	4857.17
		49.95	52.45	55.07	57.82	60.71
6C102 Senior Human Resources Analyst	138	114545.60	120272.88	126286.52	132600.85	139230.89
		9545.47	10022.74	10523.88	11050.07	11602.57
		4405.60	4625.88	4857.17	5100.03	5355.03
		55.07	57.82	60.71	63.75	66.94

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
SALARY SCHEDULE FOR TECHNICAL/GENERAL AND PROFESSIONAL EMPLOYEES
 Effective July 3, 2022 per Memorandum of Understanding effective July 1, 2021

ID-JDE PROFESSIONAL	Range	Step A	Step B	Step C	Step D	Step E
7P001 Accountant I	130	94236.95	98948.79	103896.23	109091.04	114545.60
		7853.08	8245.73	8658.02	9090.92	9545.47
		3624.50	3805.72	3996.01	4195.81	4405.60
		45.31	47.57	49.95	52.45	55.07
7P014 Accountant II	134	103896.23	109091.04	114545.60	120272.88	126286.52
		8658.02	9090.92	9545.47	10022.74	10523.88
		3996.01	4195.81	4405.60	4625.88	4857.17
		49.95	52.45	55.07	57.82	60.71
7P002 Advanced Projects Advisor	144	132600.85	139230.89	146192.43	153502.05	161177.16
		11050.07	11602.57	12182.70	12791.84	13431.43
		5100.03	5355.03	5622.79	5903.93	6199.12
		63.75	66.94	70.28	73.80	77.49
8P001 Air Quality Chemist I	130	94236.95	98948.79	103896.23	109091.04	114545.60
		7853.08	8245.73	8658.02	9090.92	9545.47
		3624.50	3805.72	3996.01	4195.81	4405.60
		45.31	47.57	49.95	52.45	55.07
7P003 Air Quality Chemist II	134	103896.23	109091.04	114545.60	120272.88	126286.52
		8658.02	9090.92	9545.47	10022.74	10523.88
		3996.01	4195.81	4405.60	4625.88	4857.17
		49.95	52.45	55.07	57.82	60.71
8P002 Air Quality Engineer I	132	98948.79	103896.23	109091.04	114545.60	120272.88
		8245.73	8658.02	9090.92	9545.47	10022.74
		3805.72	3996.01	4195.81	4405.60	4625.88
		47.57	49.95	52.45	55.07	57.82
7P004 Air Quality Engineer II	136	109091.04	114545.60	120272.88	126286.52	132600.85
		9090.92	9545.47	10022.74	10523.88	11050.07
		4195.81	4405.60	4625.88	4857.17	5100.03
		52.45	55.07	57.82	60.71	63.75
8P003 Air Quality Meteorologist I	131	96564.13	101392.34	106461.96	111785.06	117374.31
		8047.01	8449.36	8871.83	9315.42	9781.19
		3714.01	3899.71	4094.69	4299.43	4514.40
		46.43	48.75	51.18	53.74	56.43
7P005 Air Quality Meteorologist II	135	106461.96	111785.06	117374.31	123243.02	129405.18
		8871.83	9315.42	9781.19	10270.25	10783.76
		4094.69	4299.43	4514.40	4740.12	4977.12
		51.18	53.74	56.43	59.25	62.21
7P006 Atmospheric Modeler	140	120272.88	126286.52	132600.85	139230.89	146192.43
		10022.74	10523.88	11050.07	11602.57	12182.70
		4625.88	4857.17	5100.03	5355.03	5622.79
		57.82	60.71	63.75	66.94	70.28

ID-JDE PROFESSIONAL(continued)	Range	Step A	Step B	Step C	Step D	Step E
8P004 Environmental Planner I	130	94236.95	98948.79	103896.23	109091.04	114545.60
		7853.08	8245.73	8658.02	9090.92	9545.47
		3624.50	3805.72	3996.01	4195.81	4405.60
		45.31	47.57	49.95	52.45	55.07
7P007 Environmental Planner II	134	103896.23	109091.04	114545.60	120272.88	126286.52
		8658.02	9090.92	9545.47	10022.74	10523.88
		3996.01	4195.81	4405.60	4625.88	4857.17
		49.95	52.45	55.07	57.82	60.71
7P008 Legislative Analyst	138	114545.60	120272.88	126286.52	132600.85	139230.89
		9545.47	10022.74	10523.88	11050.07	11602.57
		4405.60	4625.88	4857.17	5100.03	5355.03
		55.07	57.82	60.71	63.75	66.94
7P009 Librarian	128	89749.47	94236.95	98948.79	103896.23	109091.04
		7479.12	7853.08	8245.73	8658.02	9090.92
		3451.90	3624.50	3805.72	3996.01	4195.81
		43.15	45.31	47.57	49.95	52.45
4P001 Principal Accountant	142	126286.52	132600.85	139230.89	146192.43	153502.05
		10523.88	11050.07	11602.57	12182.70	12791.84
		4857.17	5100.03	5355.03	5622.79	5903.93
		60.71	63.75	66.94	70.28	73.80
4P002 Principal Air and Meteorological Monitoring Specialist	143	129405.18	135875.43	142669.21	149802.67	157292.80
		10783.76	11322.95	11889.10	12483.56	13107.73
		4977.12	5225.98	5487.28	5761.64	6049.72
		62.21	65.32	68.59	72.02	75.62
4P005 Principal Air Quality Chemist	142	126286.52	132600.85	139230.89	146192.43	153502.05
		10523.88	11050.07	11602.57	12182.70	12791.84
		4857.17	5100.03	5355.03	5622.79	5903.93
		60.71	63.75	66.94	70.28	73.80
4P003 Principal Air Quality Engineer	144	132600.85	139230.89	146192.43	153502.05	161177.16
		11050.07	11602.57	12182.70	12791.84	13431.43
		5100.03	5355.03	5622.79	5903.93	6199.12
		63.75	66.94	70.28	73.80	77.49
4P006 Principal Air Quality Meteorologist	143	129405.18	135875.43	142669.21	149802.67	157292.80
		10783.76	11322.95	11889.10	12483.56	13107.73
		4977.12	5225.98	5487.28	5761.64	6049.72
		62.21	65.32	68.59	72.02	75.62
4P004 Principal Environmental Planner	142	126286.52	132600.85	139230.89	146192.43	153502.05
		10523.88	11050.07	11602.57	12182.70	12791.84
		4857.17	5100.03	5355.03	5622.79	5903.93
		60.71	63.75	66.94	70.28	73.80

ID-JDE PROFESSIONAL(continued)	Range	Step A	Step B	Step C	Step D	Step E
7P010 Research Analyst	130	94236.95	98948.79	103896.23	109091.04	114545.60
		7853.08	8245.73	8658.02	9090.92	9545.47
		3624.50	3805.72	3996.01	4195.81	4405.60
		45.31	47.57	49.95	52.45	55.07
6P007 Senior Accountant	138	114545.60	120272.88	126286.52	132600.85	139230.89
		9545.47	10022.74	10523.88	11050.07	11602.57
		4405.60	4625.88	4857.17	5100.03	5355.03
		55.07	57.82	60.71	63.75	66.94
6P001 Senior Advanced Projects Advisor	148	146192.43	153502.05	161177.16	169236.01	177697.82
		12182.70	12791.84	13431.43	14103.00	14808.15
		5622.79	5903.93	6199.12	6509.08	6834.53
		70.28	73.80	77.49	81.36	85.43
6P002 Senior Air Quality Chemist	138	114545.60	120272.88	126286.52	132600.85	139230.89
		9545.47	10022.74	10523.88	11050.07	11602.57
		4405.60	4625.88	4857.17	5100.03	5355.03
		55.07	57.82	60.71	63.75	66.94
6P003 Senior Air Quality Engineer	140	120272.88	126286.52	132600.85	139230.89	146192.43
		10022.74	10523.88	11050.07	11602.57	12182.70
		4625.88	4857.17	5100.03	5355.03	5622.79
		57.82	60.71	63.75	66.94	70.28
6P004 Senior Air Quality Meteorologist	139	117374.31	123243.02	129405.18	135875.43	142669.21
		9781.19	10270.25	10783.76	11322.95	11889.10
		4514.40	4740.12	4977.12	5225.98	5487.28
		56.43	59.25	62.21	65.32	68.59
6P005 Senior Atmospheric Modeler	144	132600.85	139230.89	146192.43	153502.05	161177.16
		11050.07	11602.57	12182.70	12791.84	13431.43
		5100.03	5355.03	5622.79	5903.93	6199.12
		63.75	66.94	70.28	73.80	77.49
6P006 Senior Environmental Planner	138	114545.60	120272.88	126286.52	132600.85	139230.89
		9545.47	10022.74	10523.88	11050.07	11602.57
		4405.60	4625.88	4857.17	5100.03	5355.03
		55.07	57.82	60.71	63.75	66.94
7P011 Statistician	137	111785.06	117374.31	123243.02	129405.18	135875.43
		9315.42	9781.19	10270.25	10783.76	11322.95
		4299.43	4514.40	4740.12	4977.12	5225.98
		53.74	56.43	59.25	62.21	65.32
5P001 Supervising Air Quality Engineer	144	132600.85	139230.89	146192.43	153502.05	161177.16
		11050.07	11602.57	12182.70	12791.84	13431.43
		5100.03	5355.03	5622.79	5903.93	6199.12
		63.75	66.94	70.28	73.80	77.49
5P002 Supervising Air Quality Meteorologist	143	129405.18	135875.43	142669.21	149802.67	157292.80
		10783.76	11322.95	11889.10	12483.56	13107.73
		4977.12	5225.98	5487.28	5761.64	6049.72
		62.21	65.32	68.59	72.02	75.62
5P003 Supervising Environmental Planner	142	126286.52	132600.85	139230.89	146192.43	153502.05
		10523.88	11050.07	11602.57	12182.70	12791.84
		4857.17	5100.03	5355.03	5622.79	5903.93
		60.71	63.75	66.94	70.28	73.80

ID-JDE PROFESSIONAL(continued)	Range	Step A	Step B	Step C	Step D	Step E
7P012 Toxicologist	144	132600.85 11050.07 5100.03 63.75	139230.89 11602.57 5355.03 66.94	146192.43 12182.70 5622.79 70.28	153502.05 12791.84 5903.93 73.80	161177.16 13431.43 6199.12 77.49
ID-JDE TECHNICAL/GENERAL	Range	Step A	Step B	Step C	Step D	Step E
8T001 Accounting Assistant I	122	77528.97 6460.75 2981.88 37.27	81405.42 6783.78 3130.98 39.14	85475.69 7122.97 3287.53 41.09	89749.47 7479.12 3451.90 43.15	94236.95 7853.08 3624.50 45.31
7T001 Accounting Assistant II	126	85475.69 7122.97 3287.53 41.09	89749.47 7479.12 3451.90 43.15	94236.95 7853.08 3624.50 45.31	98948.79 8245.73 3805.72 47.57	103896.23 8658.02 3996.01 49.95
7T002 Administrative Analyst	131	96564.13 8047.01 3714.01 46.43	101392.34 8449.36 3899.71 48.75	106461.96 8871.83 4094.69 51.18	111785.06 9315.42 4299.43 53.74	117374.31 9781.19 4514.40 56.43
8T015 Administrative Assistant I	114	63783.27 5315.27 2453.20 30.67	66972.44 5581.04 2575.86 32.20	70321.06 5860.09 2704.66 33.81	73837.11 6153.09 2839.89 35.50	77528.97 6460.75 2981.88 37.27
7T034 Administrative Assistant II	118	70321.06 5860.09 2704.66 33.81	73837.11 6153.09 2839.89 35.50	77528.97 6460.75 2981.88 37.27	81405.42 6783.78 3130.98 39.14	85475.69 7122.97 3287.53 41.09
7T003 Administrative Secretary	118	70321.06 5860.09 2704.66 33.81	73837.11 6153.09 2839.89 35.50	77528.97 6460.75 2981.88 37.27	81405.42 6783.78 3130.98 39.14	85475.69 7122.97 3287.53 41.09
8T002 Air Quality Case Settlement Specialist I	126	85475.69 7122.97 3287.53 41.09	89749.47 7479.12 3451.90 43.15	94236.95 7853.08 3624.50 45.31	98948.79 8245.73 3805.72 47.57	103896.23 8658.02 3996.01 49.95
7T004 Air Quality Case Settlement Specialist II	130	94236.95 7853.08 3624.50 45.31	98948.79 8245.73 3805.72 47.57	103896.23 8658.02 3996.01 49.95	109091.04 9090.92 4195.81 52.45	114545.60 9545.47 4405.60 55.07
8T003 Air Quality Inspector I	124	81405.42 6783.78 3130.98 39.14	85475.69 7122.97 3287.53 41.09	89749.47 7479.12 3451.90 43.15	94236.95 7853.08 3624.50 45.31	98948.79 8245.73 3805.72 47.57

ID-JDE TECHNICAL/GENERAL(cont'd)	Range	Step A	Step B	Step C	Step D	Step E
7T005 Air Quality Inspector II	128	89749.47	94236.95	98948.79	103896.23	109091.04
		7479.12	7853.08	8245.73	8658.02	9090.92
		3451.90	3624.50	3805.72	3996.01	4195.81
		43.15	45.31	47.57	49.95	52.45
8T004 Air Quality Instrument Specialist I	124	81405.42	85475.69	89749.47	94236.95	98948.79
		6783.78	7122.97	7479.12	7853.08	8245.73
		3130.98	3287.53	3451.90	3624.50	3805.72
		39.14	41.09	43.15	45.31	47.57
7T006 Air Quality Instrument Specialist II	128	89749.47	94236.95	98948.79	103896.23	109091.04
		7479.12	7853.08	8245.73	8658.02	9090.92
		3451.90	3624.50	3805.72	3996.01	4195.81
		43.15	45.31	47.57	49.95	52.45
8T005 Air Quality Laboratory Technician I	122	77528.97	81405.42	85475.69	89749.47	94236.95
		6460.75	6783.78	7122.97	7479.12	7853.08
		2981.88	3130.98	3287.53	3451.90	3624.50
		37.27	39.14	41.09	43.15	45.31
7T007 Air Quality Laboratory Technician II	126	85475.69	89749.47	94236.95	98948.79	103896.23
		7122.97	7479.12	7853.08	8245.73	8658.02
		3287.53	3451.90	3624.50	3805.72	3996.01
		41.09	43.15	45.31	47.57	49.95
8T006 Air Quality Permit Technician I	122	77528.97	81405.42	85475.69	89749.47	94236.95
		6460.75	6783.78	7122.97	7479.12	7853.08
		2981.88	3130.98	3287.53	3451.90	3624.50
		37.27	39.14	41.09	43.15	45.31
7T008 Air Quality Permit Technician II	126	85475.69	89749.47	94236.95	98948.79	103896.23
		7122.97	7479.12	7853.08	8245.73	8658.02
		3287.53	3451.90	3624.50	3805.72	3996.01
		41.09	43.15	45.31	47.57	49.95
8T007 Air Quality Specialist I	130	94236.95	98948.79	103896.23	109091.04	114545.60
		7853.08	8245.73	8658.02	9090.92	9545.47
		3624.50	3805.72	3996.01	4195.81	4405.60
		45.31	47.57	49.95	52.45	55.07
7T009 Air Quality Specialist II	134	103896.23	109091.04	114545.60	120272.88	126286.52
		8658.02	9090.92	9545.47	10022.74	10523.88
		3996.01	4195.81	4405.60	4625.88	4857.17
		49.95	52.45	55.07	57.82	60.71
7T010 Air Quality Technical Assistant	118	70321.06	73837.11	77528.97	81405.42	85475.69
		5860.09	6153.09	6460.75	6783.78	7122.97
		2704.66	2839.89	2981.88	3130.98	3287.53
		33.81	35.50	37.27	39.14	41.09
8T008 Air Quality Technician I	122	77528.97	81405.42	85475.69	89749.47	94236.95
		6460.75	6783.78	7122.97	7479.12	7853.08
		2981.88	3130.98	3287.53	3451.90	3624.50
		37.27	39.14	41.09	43.15	45.31

ID-JDE TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
7T011 Air Quality Technician II	126	85475.69	89749.47	94236.95	98948.79	103896.23
		7122.97	7479.12	7853.08	8245.73	8658.02
		3287.53	3451.90	3624.50	3805.72	3996.01
		41.09	43.15	45.31	47.57	49.95
8T016 Assistant Air Quality Specialist I	122	77528.97	81405.42	85475.69	89749.47	94236.95
		6460.75	6783.78	7122.97	7479.12	7853.08
		2981.88	3130.98	3287.53	3451.90	3624.50
		37.27	39.14	41.09	43.15	45.31
7T035 Assistant Air Quality Specialist II	126	85475.69	89749.47	94236.95	98948.79	103896.23
		7122.97	7479.12	7853.08	8245.73	8658.02
		3287.53	3451.90	3624.50	3805.72	3996.01
		41.09	43.15	45.31	47.57	49.95
8T014 Assistant Staff Specialist I	122	77528.97	81405.42	85475.69	89749.47	94236.95
		6460.75	6783.78	7122.97	7479.12	7853.08
		2981.88	3130.98	3287.53	3451.90	3624.50
		37.27	39.14	41.09	43.15	45.31
7T033 Assistant Staff Specialist II	126	85475.69	89749.47	94236.95	98948.79	103896.23
		7122.97	7479.12	7853.08	8245.73	8658.02
		3287.53	3451.90	3624.50	3805.72	3996.01
		41.09	43.15	45.31	47.57	49.95
7T012 Building Maintenance Mechanic	114	63783.27	66972.44	70321.06	73837.11	77528.97
		5315.27	5581.04	5860.09	6153.09	6460.75
		2453.20	2575.86	2704.66	2839.89	2981.88
		30.67	32.20	33.81	35.50	37.27
7T013 Data Entry Operator	111	59282.00	62246.10	65358.41	68626.33	72057.64
		4940.17	5187.18	5446.53	5718.86	6004.80
		2280.08	2394.08	2513.78	2639.47	2771.45
		28.50	29.93	31.42	32.99	34.64
5T010 Data Support Supervisor	142	126286.52	132600.85	139230.89	146192.43	153502.05
		10523.88	11050.07	11602.57	12182.70	12791.84
		4857.17	5100.03	5355.03	5622.79	5903.93
		60.71	63.75	66.94	70.28	73.80
7T014 Database Specialist	135	106461.96	111785.06	117374.31	123243.02	129405.18
		8871.83	9315.42	9781.19	10270.25	10783.76
		4094.69	4299.43	4514.40	4740.12	4977.12
		51.18	53.74	56.43	59.25	62.21
7T015 Deputy Clerk of the Boards	123	79443.55	83415.73	87586.52	91965.84	96564.13
		6620.30	6951.31	7298.88	7663.82	8047.01
		3055.52	3208.30	3368.71	3537.15	3714.01
		38.19	40.10	42.11	44.21	46.43
7T028 Facilities Maintenance Worker	108	55098.39	57853.31	60745.98	63783.27	66972.44
		4591.53	4821.11	5062.16	5315.27	5581.04
		2119.17	2225.13	2336.38	2453.20	2575.86
		26.49	27.81	29.20	30.67	32.20

ID-JDE TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
5T008 Facilities Services Supervisor	130	94236.95	98948.79	103896.23	109091.04	114545.60
		7853.08	8245.73	8658.02	9090.92	9545.47
		3624.50	3805.72	3996.01	4195.81	4405.60
		45.31	47.57	49.95	52.45	55.07
7T031 Fiscal Services Supervisor	142	126286.52	132600.85	139230.89	146192.43	153502.05
		10523.88	11050.07	11602.57	12182.70	12791.84
		4857.17	5100.03	5355.03	5622.79	5903.93
		60.71	63.75	66.94	70.28	73.80
8T009 Mechanic I	121	75660.53	79443.55	83415.73	87586.52	91965.84
		6305.04	6620.30	6951.31	7298.88	7663.82
		2910.02	3055.52	3208.30	3368.71	3537.15
		36.38	38.19	40.10	42.11	44.21
7T016 Mechanic II	125	83415.73	87586.52	91965.84	96564.13	101392.34
		6951.31	7298.88	7663.82	8047.01	8449.36
		3208.30	3368.71	3537.15	3714.01	3899.71
		40.10	42.11	44.21	46.43	48.75
8T010 Office Assistant I	104	49975.86	52474.66	55098.39	57853.31	60745.98
		4164.66	4372.89	4591.53	4821.11	5062.16
		1922.15	2018.26	2119.17	2225.13	2336.38
		24.03	25.23	26.49	27.81	29.20
7T017 Office Assistant II	108	55098.39	57853.31	60745.98	63783.27	66972.44
		4591.53	4821.11	5062.16	5315.27	5581.04
		2119.17	2225.13	2336.38	2453.20	2575.86
		26.49	27.81	29.20	30.67	32.20
5T001 Office Services Supervisor	116	66972.44	70321.06	73837.11	77528.97	81405.42
		5581.04	5860.09	6153.09	6460.75	6783.78
		2575.86	2704.66	2839.89	2981.88	3130.98
		32.20	33.81	35.50	37.27	39.14
7T018 Permit Coordinator	134	103896.23	109091.04	114545.60	120272.88	126286.52
		8658.02	9090.92	9545.47	10022.74	10523.88
		3996.01	4195.81	4405.60	4625.88	4857.17
		49.95	52.45	55.07	57.82	60.71
6T009 Principal Air Quality Instrument Specialist	136	109091.04	114545.60	120272.88	126286.52	132600.85
		9090.92	9545.47	10022.74	10523.88	11050.07
		4195.81	4405.60	4625.88	4857.17	5100.03
		52.45	55.07	57.82	60.71	63.75
4T001 Principal Air Quality Specialist	142	126286.52	132600.85	139230.89	146192.43	153502.05
		10523.88	11050.07	11602.57	12182.70	12791.84
		4857.17	5100.03	5355.03	5622.79	5903.93
		60.71	63.75	66.94	70.28	73.80
4T002 Principal Staff Specialist	142	126286.52	132600.85	139230.89	146192.43	153502.05
		10523.88	11050.07	11602.57	12182.70	12791.84
		4857.17	5100.03	5355.03	5622.79	5903.93
		60.71	63.75	66.94	70.28	73.80

ID-JDE TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
8T011 Programmer Analyst I	127	87586.52	91965.84	96564.13	101392.34	106461.96
		7298.88	7663.82	8047.01	8449.36	8871.83
		3368.71	3537.15	3714.01	3899.71	4094.69
		42.11	44.21	46.43	48.75	51.18
7T019 Programmer Analyst II	131	96564.13	101392.34	106461.96	111785.06	117374.31
		8047.01	8449.36	8871.83	9315.42	9781.19
		3714.01	3899.71	4094.69	4299.43	4514.40
		46.43	48.75	51.18	53.74	56.43
8T012 Public Information Officer I	130	94236.95	98948.79	103896.23	109091.04	114545.60
		7853.08	8245.73	8658.02	9090.92	9545.47
		3624.50	3805.72	3996.01	4195.81	4405.60
		45.31	47.57	49.95	52.45	55.07
7T020 Public Information Officer II	134	103896.23	109091.04	114545.60	120272.88	126286.52
		8658.02	9090.92	9545.47	10022.74	10523.88
		3996.01	4195.81	4405.60	4625.88	4857.17
		49.95	52.45	55.07	57.82	60.71
7T027 Purchasing Agent	122	77528.97	81405.42	85475.69	89749.47	94236.95
		6460.75	6783.78	7122.97	7479.12	7853.08
		2981.88	3130.98	3287.53	3451.90	3624.50
		37.27	39.14	41.09	43.15	45.31
7T021 Radio/Telephone Operator	113	62246.10	65358.41	68626.33	72057.64	75660.53
		5187.18	5446.53	5718.86	6004.80	6305.04
		2394.08	2513.78	2639.47	2771.45	2910.02
		29.93	31.42	32.99	34.64	36.38
5T002 Radio/Telephone Operator Supervisor	119	72057.64	75660.53	79443.55	83415.73	87586.52
		6004.80	6305.04	6620.30	6951.31	7298.88
		2771.45	2910.02	3055.52	3208.30	3368.71
		34.64	36.38	38.19	40.10	42.11
7T022 Receptionist	104	49975.86	52474.66	55098.39	57853.31	60745.98
		4164.66	4372.89	4591.53	4821.11	5062.16
		1922.15	2018.26	2119.17	2225.13	2336.38
		24.03	25.23	26.49	27.81	29.20
7T023 Secretary	112	60745.98	63783.27	66972.44	70321.06	73837.11
		5062.16	5315.27	5581.04	5860.09	6153.09
		2336.38	2453.20	2575.86	2704.66	2839.89
		29.20	30.67	32.20	33.81	35.50
6T001 Senior Accounting Assistant	120	73837.11	77528.97	81405.42	85475.69	89749.47
		6153.09	6460.75	6783.78	7122.97	7479.12
		2839.89	2981.88	3130.98	3287.53	3451.90
		35.50	37.27	39.14	41.09	43.15
6T002 Senior Air Quality Inspector	132	98948.79	103896.23	109091.04	114545.60	120272.88
		8245.73	8658.02	9090.92	9545.47	10022.74
		3805.72	3996.01	4195.81	4405.60	4625.88
		47.57	49.95	52.45	55.07	57.82

ID-JDE TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
6T003 Senior Air Quality Instrument Specialist	132	98948.79	103896.23	109091.04	114545.60	120272.88
		8245.73	8658.02	9090.92	9545.47	10022.74
		3805.72	3996.01	4195.81	4405.60	4625.88
		47.57	49.95	52.45	55.07	57.82
6T007 Senior Air Quality Permit Technician	130	94236.95	98948.79	103896.23	109091.04	114545.60
		7853.08	8245.73	8658.02	9090.92	9545.47
		3624.50	3805.72	3996.01	4195.81	4405.60
		45.31	47.57	49.95	52.45	55.07
6T004 Senior Air Quality Specialist	138	114545.60	120272.88	126286.52	132600.85	139230.89
		9545.47	10022.74	10523.88	11050.07	11602.57
		4405.60	4625.88	4857.17	5100.03	5355.03
		55.07	57.82	60.71	63.75	66.94
6T006 Senior Air Quality Technician	130	94236.95	98948.79	103896.23	109091.04	114545.60
		7853.08	8245.73	8658.02	9090.92	9545.47
		3624.50	3805.72	3996.01	4195.81	4405.60
		45.31	47.57	49.95	52.45	55.07
6T005 Senior Public Information Officer	138	114545.60	120272.88	126286.52	132600.85	139230.89
		9545.47	10022.74	10523.88	11050.07	11602.57
		4405.60	4625.88	4857.17	5100.03	5355.03
		55.07	57.82	60.71	63.75	66.94
6T008 Senior Staff Specialist	138	114545.60	120272.88	126286.52	132600.85	139230.89
		9545.47	10022.74	10523.88	11050.07	11602.57
		4405.60	4625.88	4857.17	5100.03	5355.03
		55.07	57.82	60.71	63.75	66.94
8T013 Staff Specialist I	130	94236.95	98948.79	103896.23	109091.04	114545.60
		7853.08	8245.73	8658.02	9090.92	9545.47
		3624.50	3805.72	3996.01	4195.81	4405.60
		45.31	47.57	49.95	52.45	55.07
7T032 Staff Specialist II	134	103896.23	109091.04	114545.60	120272.88	126286.52
		8658.02	9090.92	9545.47	10022.74	10523.88
		3996.01	4195.81	4405.60	4625.88	4857.17
		49.95	52.45	55.07	57.82	60.71
5T003 Supervising Air Quality Inspector	136	109091.04	114545.60	120272.88	126286.52	132600.85
		9090.92	9545.47	10022.74	10523.88	11050.07
		4195.81	4405.60	4625.88	4857.17	5100.03
		52.45	55.07	57.82	60.71	63.75
5T004 Supervising Air Quality Instrument Special	136	109091.04	114545.60	120272.88	126286.52	132600.85
		9090.92	9545.47	10022.74	10523.88	11050.07
		4195.81	4405.60	4625.88	4857.17	5100.03
		52.45	55.07	57.82	60.71	63.75

ID-JDE TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
5T005 Supervising Air Quality Specialist	142	126286.52	132600.85	139230.89	146192.43	153502.05
		10523.88	11050.07	11602.57	12182.70	12791.84
		4857.17	5100.03	5355.03	5622.79	5903.93
		60.71	63.75	66.94	70.28	73.80
5T006 Supervising Public Information Officer	142	126286.52	132600.85	139230.89	146192.43	153502.05
		10523.88	11050.07	11602.57	12182.70	12791.84
		4857.17	5100.03	5355.03	5622.79	5903.93
		60.71	63.75	66.94	70.28	73.80
5T009 Supervising Staff Specialist	142	126286.52	132600.85	139230.89	146192.43	153502.05
		10523.88	11050.07	11602.57	12182.70	12791.84
		4857.17	5100.03	5355.03	5622.79	5903.93
		60.71	63.75	66.94	70.28	73.80
5T007 Supervising Systems Analyst	139	117374.31	123243.02	129405.18	135875.43	142669.21
		9781.19	10270.25	10783.76	11322.95	11889.10
		4514.40	4740.12	4977.12	5225.98	5487.28
		56.43	59.25	62.21	65.32	68.59
7T024 Systems Analyst	135	106461.96	111785.06	117374.31	123243.02	129405.18
		8871.83	9315.42	9781.19	10270.25	10783.76
		4094.69	4299.43	4514.40	4740.12	4977.12
		51.18	53.74	56.43	59.25	62.21
7T025 Systems Quality Assurance Specialist	135	106461.96	111785.06	117374.31	123243.02	129405.18
		8871.83	9315.42	9781.19	10270.25	10783.76
		4094.69	4299.43	4514.40	4740.12	4977.12
		51.18	53.74	56.43	59.25	62.21
7T026 Web Master	135	106461.96	111785.06	117374.31	123243.02	129405.18
		8871.83	9315.42	9781.19	10270.25	10783.76
		4094.69	4299.43	4514.40	4740.12	4977.12
		51.18	53.74	56.43	59.25	62.21

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
SALARY SCHEDULE FOR MANAGEMENT AND CONFIDENTIAL CLASSES
 Annually/Monthly/Bi-weekly/Hourly effective July 1, 2023

ID-JDE MANAGEMENT

Per Employment Agreement

1B101 Executive Officer/Air Pollution Control Officer	370000.00 30833.34 14230.77 177.88
1B103 Chief Operating Officer	337748.00 28145.67 12990.31 162.38
1B102 Counsel	338987.75 28248.98 13037.99 162.97

ID-JDE MANAGEMENT

	Range	Step A	Step B	Step C	Step D	Step E
3M101 Air Monitoring Manager	148M	150578.21 12548.18 5791.47 72.39	158107.12 13175.59 6081.04 76.01	166012.47 13834.37 6385.10 79.81	174313.10 14526.09 6704.35 83.80	183028.75 15252.40 7039.57 87.99
3M102 Air Quality Engineering Manager	148M	150578.21 12548.18 5791.47 72.39	158107.12 13175.59 6081.04 76.01	166012.47 13834.37 6385.10 79.81	174313.10 14526.09 6704.35 83.80	183028.75 15252.40 7039.57 87.99
3M103 Air Quality Planning Manager	148M	150578.21 12548.18 5791.47 72.39	158107.12 13175.59 6081.04 76.01	166012.47 13834.37 6385.10 79.81	174313.10 14526.09 6704.35 83.80	183028.75 15252.40 7039.57 87.99
3M104 Air Quality Program Manager	148M	150578.21 12548.18 5791.47 72.39	158107.12 13175.59 6081.04 76.01	166012.47 13834.37 6385.10 79.81	174313.10 14526.09 6704.35 83.80	183028.75 15252.40 7039.57 87.99
8M101 Assistant Counsel I	149M	151660.22 12638.35 5833.09 72.91	159243.23 13270.27 6124.74 76.56	167205.39 13933.78 6430.98 80.39	175565.66 14630.47 6752.53 84.41	184343.94 15362.00 7090.15 88.63
7M101 Assistant Counsel II	153M	170112.16 14176.01 6542.78 81.78	178617.77 14884.81 6869.91 85.87	187548.66 15629.05 7213.41 90.17	196926.09 16410.51 7574.08 94.68	206772.40 17231.03 7952.78 99.41
3M121 Assistant Manager	147M	146949.28 12245.77 5651.90 70.65	154296.75 12858.06 5934.49 74.18	162011.58 13500.97 6231.21 77.89	170112.16 14176.01 6542.78 81.78	178617.77 14884.81 6869.91 85.87

ID-JDE MANAGEMENT(CONTINUED)	Range	Step A	Step B	Step C	Step D	Step E
3M117 Audit & Special Projects Manager	148M	150578.21	158107.12	166012.47	174313.10	183028.75
		12548.18	13175.59	13834.37	14526.09	15252.40
		5791.47	6081.04	6385.10	6704.35	7039.57
		72.39	76.01	79.81	83.80	87.99
3M105 Business Manager	148M	150578.21	158107.12	166012.47	174313.10	183028.75
		12548.18	13175.59	13834.37	14526.09	15252.40
		5791.47	6081.04	6385.10	6704.35	7039.57
		72.39	76.01	79.81	83.80	87.99
2M111 Communications Officer	156M	181820.40	190911.42	200457.00	210479.85	221003.84
		15151.70	15909.29	16704.75	17539.99	18416.99
		6993.09	7342.75	7709.88	8095.38	8500.15
		87.41	91.78	96.37	101.19	106.25
1M101 Deputy Air Pollution Control Officer	160M	201789.20	211878.66	222472.59	233596.22	245276.03
		16815.77	17656.55	18539.38	19466.35	20439.67
		7761.12	8149.18	8556.64	8984.47	9433.69
		97.01	101.86	106.96	112.31	117.9212
1M102 Deputy Executive Officer	169M	251333.14	263899.80	277094.79	290949.53	305497.00
		20944.43	21991.65	23091.23	24245.79	25458.08
		9666.66	10149.99	10657.49	11190.37	11749.88
		120.83	126.87	133.22	139.88	146.87
2M110 Director/Officer	156M	181820.40	190911.42	200457.00	210479.85	221003.84
		15151.70	15909.29	16704.75	17539.99	18416.99
		6993.09	7342.75	7709.88	8095.38	8500.15
		87.41	91.78	96.37	101.19	106.25
2M101 Director of Administration	156M	181820.40	190911.42	200457.00	210479.85	221003.84
		15151.70	15909.29	16704.75	17539.99	18416.99
		6993.09	7342.75	7709.88	8095.38	8500.15
		87.41	91.78	96.37	101.19	106.25
2M102 Director of Enforcement	156M	181820.40	190911.42	200457.00	210479.85	221003.84
		15151.70	15909.29	16704.75	17539.99	18416.99
		6993.09	7342.75	7709.88	8095.38	8500.15
		87.41	91.78	96.37	101.19	106.25
2M103 Director of Engineering	156M	181820.40	190911.42	200457.00	210479.85	221003.84
		15151.70	15909.29	16704.75	17539.99	18416.99
		6993.09	7342.75	7709.88	8095.38	8500.15
		87.41	91.78	96.37	101.19	106.25
2M108 Director of Strategic Incentives	156M	181820.40	190911.42	200457.00	210479.85	221003.84
		15151.70	15909.29	16704.75	17539.99	18416.99
		6993.09	7342.75	7709.88	8095.38	8500.15
		87.41	91.78	96.37	101.19	106.25
2M104 Director of Information Services	156M	181820.40	190911.42	200457.00	210479.85	221003.84
		15151.70	15909.29	16704.75	17539.99	18416.99
		6993.09	7342.75	7709.88	8095.38	8500.15
		87.41	91.78	96.37	101.19	106.25

ID-JDE MANAGEMENT(CONTINUED)	Range	Step A	Step B	Step C	Step D	Step E
2M105 Director of Planning and Research	156M	181820.40	190911.42	200457.00	210479.85	221003.84
		15151.70	15909.29	16704.75	17539.99	18416.99
		6993.09	7342.75	7709.88	8095.38	8500.15
		87.41	91.78	96.37	101.19	106.25
2M107 Director of Technical Services	156M	181820.40	190911.42	200457.00	210479.85	221003.84
		15151.70	15909.29	16704.75	17539.99	18416.99
		6993.09	7342.75	7709.88	8095.38	8500.15
		87.41	91.78	96.37	101.19	106.25
3M119 Engineering Project Processing Manager	148M	150578.21	158107.12	166012.47	174313.10	183028.75
		12548.18	13175.59	13834.37	14526.09	15252.40
		5791.47	6081.04	6385.10	6704.35	7039.57
		72.39	76.01	79.81	83.80	87.99
3M113 Executive Operations Manager	148M	150578.21	158107.12	166012.47	174313.10	183028.75
		12548.18	13175.59	13834.37	14526.09	15252.40
		5791.47	6081.04	6385.10	6704.35	7039.57
		72.39	76.01	79.81	83.80	87.99
3M107 Finance Manager	148M	150578.21	158107.12	166012.47	174313.10	183028.75
		12548.18	13175.59	13834.37	14526.09	15252.40
		5791.47	6081.04	6385.10	6704.35	7039.57
		72.39	76.01	79.81	83.80	87.99
3M106 Fleet and Facilities Manager	134M	107013.12	112363.78	117981.96	123881.06	130075.12
		8917.76	9363.65	9831.83	10323.42	10839.59
		4115.89	4321.68	4537.77	4764.66	5002.89
		51.45	54.02	56.72	59.56	62.54
2M111 Health Officer	156M	181820.40	190911.42	200457.00	210479.85	221003.84
		15151.70	15909.29	16704.75	17539.99	18416.99
		6993.09	7342.75	7709.88	8095.38	8500.15
		87.41	91.78	96.37	101.19	106.25
3M118 Human Resources Manager	148M	150578.21	158107.12	166012.47	174313.10	183028.75
		12548.18	13175.59	13834.37	14526.09	15252.40
		5791.47	6081.04	6385.10	6704.35	7039.57
		72.39	76.01	79.81	83.80	87.99
3M108 Human Resources Officer	156M	181820.40	190911.42	200457.00	210479.85	221003.84
		15151.70	15909.29	16704.75	17539.99	18416.99
		6993.09	7342.75	7709.88	8095.38	8500.15
		87.41	91.78	96.37	101.19	106.25
3M109 Information Systems Manager	148M	150578.21	158107.12	166012.47	174313.10	183028.75
		12548.18	13175.59	13834.37	14526.09	15252.40
		5791.47	6081.04	6385.10	6704.35	7039.57
		72.39	76.01	79.81	83.80	87.99
2M109 Information Technology Officer	156M	181820.40	190911.42	200457.00	210479.85	221003.84
		15151.70	15909.29	16704.75	17539.99	18416.99
		6993.09	7342.75	7709.88	8095.38	8500.15
		87.41	91.78	96.37	101.19	106.25

ID-JDE MANAGEMENT(CONTINUED)	Range	Step A	Step B	Step C	Step D	Step E
3M110 Manager (Laboratory)	148M	150578.21	158107.12	166012.47	174313.10	183028.75
		12548.18	13175.59	13834.37	14526.09	15252.40
		5791.47	6081.04	6385.10	6704.35	7039.57
		72.39	76.01	79.81	83.80	87.99
3M120 Manager	148M	150578.21	158107.12	166012.47	174313.10	183028.75
		12548.18	13175.59	13834.37	14526.09	15252.40
		5791.47	6081.04	6385.10	6704.35	7039.57
		72.39	76.01	79.81	83.80	87.99
3M115 Manager of Executive Operations	148M	150578.21	158107.12	166012.47	174313.10	183028.75
		12548.18	13175.59	13834.37	14526.09	15252.40
		5791.47	6081.04	6385.10	6704.35	7039.57
		72.39	76.01	79.81	83.80	87.99
3M111 Meteorology and Data Analysis Manager	148M	150578.21	158107.12	166012.47	174313.10	183028.75
		12548.18	13175.59	13834.37	14526.09	15252.40
		5791.47	6081.04	6385.10	6704.35	7039.57
		72.39	76.01	79.81	83.80	87.99
3M112 Research and Modeling Manager	148M	150578.21	158107.12	166012.47	174313.10	183028.75
		12548.18	13175.59	13834.37	14526.09	15252.40
		5791.47	6081.04	6385.10	6704.35	7039.57
		72.39	76.01	79.81	83.80	87.99
6M101 Senior Assistant Counsel	157M	187548.66	196926.09	206772.40	217111.02	227966.57
		15629.05	16410.51	17231.03	18092.58	18997.21
		7213.41	7574.08	7952.78	8350.42	8767.94
		90.17	94.68	99.41	104.38	109.60
6M102 Senior Policy Advisor	148M	150578.21	158107.12	166012.47	174313.10	183028.75
		12548.18	13175.59	13834.37	14526.09	15252.40
		5791.47	6081.04	6385.10	6704.35	7039.57
		72.39	76.01	79.81	83.80	87.99
3M116 Strategic Facilities Planning Manager	148M	150578.21	158107.12	166012.47	174313.10	183028.75
		12548.18	13175.59	13834.37	14526.09	15252.40
		5791.47	6081.04	6385.10	6704.35	7039.57
		72.39	76.01	79.81	83.80	87.99

ID-JDE CONFIDENTIAL	Range	Step A	Step B	Step C	Step D	Step E
8C006 Administrative Assistant I (Confidential)	114	63783.27	66972.44	70321.06	73837.11	77528.97
		5315.27	5581.04	5860.09	6153.09	6460.75
		2453.20	2575.86	2704.66	2839.89	2981.88
		30.67	32.20	33.81	35.50	37.27
7C009 Administrative Assistant II (Confidential)	118	70321.06	73837.11	77528.97	81405.42	85475.69
		5860.09	6153.09	6460.75	6783.78	7122.97
		2704.66	2839.89	2981.88	3130.98	3287.53
		33.81	35.50	37.27	39.14	41.09
7C007 Administrative Secretary (Confidential)	118	70321.06	73837.11	77528.97	81405.42	85475.69
		5860.09	6153.09	6460.75	6783.78	7122.97
		2704.66	2839.89	2981.88	3130.98	3287.53
		33.81	35.50	37.27	39.14	41.09
5C101 Clerk of the Boards	132	98948.79	103896.23	109091.04	114545.60	120272.88
		8245.73	8658.02	9090.92	9545.47	10022.74
		3805.72	3996.01	4195.81	4405.60	4625.88
		47.57	49.95	52.45	55.07	57.82
8C005 Executive Assistant I	128	89749.47	94236.95	98948.79	103896.23	109091.04
		7479.12	7853.08	8245.73	8658.02	9090.92
		3451.90	3624.50	3805.72	3996.01	4195.81
		43.15	45.31	47.57	49.95	52.45
7C008 Executive Assistant II	132	98948.79	103896.23	109091.04	114545.60	120272.88
		8245.73	8658.02	9090.92	9545.47	10022.74
		3805.72	3996.01	4195.81	4405.60	4625.88
		47.57	49.95	52.45	55.07	57.82
8C004 Executive Secretary I	128	89749.47	94236.95	98948.79	103896.23	109091.04
		7479.12	7853.08	8245.73	8658.02	9090.92
		3451.90	3624.50	3805.72	3996.01	4195.81
		43.15	45.31	47.57	49.95	52.45
7C001 Executive Secretary II	132	98948.79	103896.23	109091.04	114545.60	120272.88
		8245.73	8658.02	9090.92	9545.47	10022.74
		3805.72	3996.01	4195.81	4405.60	4625.88
		47.57	49.95	52.45	55.07	57.82
8C101 Human Resources Analyst I	130	94236.95	98948.79	103896.23	109091.04	114545.60
		7853.08	8245.73	8658.02	9090.92	9545.47
		3624.50	3805.72	3996.01	4195.81	4405.60
		45.31	47.57	49.95	52.45	55.07
7C103 Human Resources Analyst II	134	103896.23	109091.04	114545.60	120272.88	126286.52
		8658.02	9090.92	9545.47	10022.74	10523.88
		3996.01	4195.81	4405.60	4625.88	4857.17
		49.95	52.45	55.07	57.82	60.71
8C001 Human Resources Technician I	122	77528.97	81405.42	85475.69	89749.47	94236.95
		6460.75	6783.78	7122.97	7479.12	7853.08
		2981.88	3130.98	3287.53	3451.90	3624.50
		37.27	39.14	41.09	43.15	45.31

ID-JDE CONFIDENTIAL(CONTINUED)	Range	Step A	Step B	Step C	Step D	Step E
7C002 Human Resources Technician II	126	85475.69	89749.47	94236.95	98948.79	103896.23
		7122.97	7479.12	7853.08	8245.73	8658.02
		3287.53	3451.90	3624.50	3805.72	3996.01
		41.09	43.15	45.31	47.57	49.95
7C003 Legal Office Services Specialist	124	81405.42	85475.69	89749.47	94236.95	98948.79
		6783.78	7122.97	7479.12	7853.08	8245.73
		3130.98	3287.53	3451.90	3624.50	3805.72
		39.14	41.09	43.15	45.31	47.57
8C002 Legal Secretary I	116	66972.44	70321.06	73837.11	77528.97	81405.42
		5581.04	5860.09	6153.09	6460.75	6783.78
		2575.86	2704.66	2839.89	2981.88	3130.98
		32.20	33.81	35.50	37.27	39.14
7C004 Legal Secretary II	120	73837.11	77528.97	81405.42	85475.69	89749.47
		6153.09	6460.75	6783.78	7122.97	7479.12
		2839.89	2981.88	3130.98	3287.53	3451.90
		35.50	37.27	39.14	41.09	43.15
8C003 Office Assistant I (HR)	104	49975.86	52474.66	55098.39	57853.31	60745.98
		4164.66	4372.89	4591.53	4821.11	5062.16
		1922.15	2018.26	2119.17	2225.13	2336.38
		24.03	25.23	26.49	27.81	29.20
7C005 Office Assistant II (HR)	108	55098.39	57853.31	60745.98	63783.27	66972.44
		4591.53	4821.11	5062.16	5315.27	5581.04
		2119.17	2225.13	2336.38	2453.20	2575.86
		26.49	27.81	29.20	30.67	32.20
7C102 Paralegal	124	81405.42	85475.69	89749.47	94236.95	98948.79
		6783.78	7122.97	7479.12	7853.08	8245.73
		3130.98	3287.53	3451.90	3624.50	3805.72
		39.14	41.09	43.15	45.31	47.57
4C101 Principal Human Resources Analyst	142	126286.52	132600.85	139230.89	146192.43	153502.05
		10523.88	11050.07	11602.57	12182.70	12791.84
		4857.17	5100.03	5355.03	5622.79	5903.93
		60.71	63.75	66.94	70.28	73.80
6C002 Senior Executive Assistant	134	103896.23	109091.04	114545.60	120272.88	126286.52
		8658.02	9090.92	9545.47	10022.74	10523.88
		3996.01	4195.81	4405.60	4625.88	4857.17
		49.95	52.45	55.07	57.82	60.71
6C001 Senior Executive Secretary	134	103896.23	109091.04	114545.60	120272.88	126286.52
		8658.02	9090.92	9545.47	10022.74	10523.88
		3996.01	4195.81	4405.60	4625.88	4857.17
		49.95	52.45	55.07	57.82	60.71
6C102 Senior Human Resources Analyst	138	114545.60	120272.88	126286.52	132600.85	139230.89
		9545.47	10022.74	10523.88	11050.07	11602.57
		4405.60	4625.88	4857.17	5100.03	5355.03
		55.07	57.82	60.71	63.75	66.94

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
SALARY SCHEDULE FOR TECHNICAL/GENERAL AND PROFESSIONAL EMPLOYEES

Effective July 3, 2022 per Memorandum of Understanding effective July 1, 2021

ID-JDE PROFESSIONAL	Range	Step A	Step B	Step C	Step D	Step E
7P001 Accountant I	130	94236.95	98948.79	103896.23	109091.04	114545.60
		7853.08	8245.73	8658.02	9090.92	9545.47
		3624.50	3805.72	3996.01	4195.81	4405.60
		45.31	47.57	49.95	52.45	55.07
7P014 Accountant II	134	103896.23	109091.04	114545.60	120272.88	126286.52
		8658.02	9090.92	9545.47	10022.74	10523.88
		3996.01	4195.81	4405.60	4625.88	4857.17
		49.95	52.45	55.07	57.82	60.71
7P002 Advanced Projects Advisor	144	132600.85	139230.89	146192.43	153502.05	161177.16
		11050.07	11602.57	12182.70	12791.84	13431.43
		5100.03	5355.03	5622.79	5903.93	6199.12
		63.75	66.94	70.28	73.80	77.49
8P001 Air Quality Chemist I	130	94236.95	98948.79	103896.23	109091.04	114545.60
		7853.08	8245.73	8658.02	9090.92	9545.47
		3624.50	3805.72	3996.01	4195.81	4405.60
		45.31	47.57	49.95	52.45	55.07
7P003 Air Quality Chemist II	134	103896.23	109091.04	114545.60	120272.88	126286.52
		8658.02	9090.92	9545.47	10022.74	10523.88
		3996.01	4195.81	4405.60	4625.88	4857.17
		49.95	52.45	55.07	57.82	60.71
8P002 Air Quality Engineer I	132	98948.79	103896.23	109091.04	114545.60	120272.88
		8245.73	8658.02	9090.92	9545.47	10022.74
		3805.72	3996.01	4195.81	4405.60	4625.88
		47.57	49.95	52.45	55.07	57.82
7P004 Air Quality Engineer II	136	109091.04	114545.60	120272.88	126286.52	132600.85
		9090.92	9545.47	10022.74	10523.88	11050.07
		4195.81	4405.60	4625.88	4857.17	5100.03
		52.45	55.07	57.82	60.71	63.75
8P003 Air Quality Meteorologist I	131	96564.13	101392.34	106461.96	111785.06	117374.31
		8047.01	8449.36	8871.83	9315.42	9781.19
		3714.01	3899.71	4094.69	4299.43	4514.40
		46.43	48.75	51.18	53.74	56.43
7P005 Air Quality Meteorologist II	135	106461.96	111785.06	117374.31	123243.02	129405.18
		8871.83	9315.42	9781.19	10270.25	10783.76
		4094.69	4299.43	4514.40	4740.12	4977.12
		51.18	53.74	56.43	59.25	62.21
7P006 Atmospheric Modeler	140	120272.88	126286.52	132600.85	139230.89	146192.43
		10022.74	10523.88	11050.07	11602.57	12182.70
		4625.88	4857.17	5100.03	5355.03	5622.79
		57.82	60.71	63.75	66.94	70.28

ID-JDE PROFESSIONAL(continued)	Range	Step A	Step B	Step C	Step D	Step E
8P004 Environmental Planner I	130	94236.95	98948.79	103896.23	109091.04	114545.60
		7853.08	8245.73	8658.02	9090.92	9545.47
		3624.50	3805.72	3996.01	4195.81	4405.60
		45.31	47.57	49.95	52.45	55.07
7P007 Environmental Planner II	134	103896.23	109091.04	114545.60	120272.88	126286.52
		8658.02	9090.92	9545.47	10022.74	10523.88
		3996.01	4195.81	4405.60	4625.88	4857.17
		49.95	52.45	55.07	57.82	60.71
7P008 Legislative Analyst	138	114545.60	120272.88	126286.52	132600.85	139230.89
		9545.47	10022.74	10523.88	11050.07	11602.57
		4405.60	4625.88	4857.17	5100.03	5355.03
		55.07	57.82	60.71	63.75	66.94
7P009 Librarian	128	89749.47	94236.95	98948.79	103896.23	109091.04
		7479.12	7853.08	8245.73	8658.02	9090.92
		3451.90	3624.50	3805.72	3996.01	4195.81
		43.15	45.31	47.57	49.95	52.45
4P001 Principal Accountant	142	126286.52	132600.85	139230.89	146192.43	153502.05
		10523.88	11050.07	11602.57	12182.70	12791.84
		4857.17	5100.03	5355.03	5622.79	5903.93
		60.71	63.75	66.94	70.28	73.80
4P002 Principal Air and Meteorological Monitoring Specialist	143	129405.18	135875.43	142669.21	149802.67	157292.80
		10783.76	11322.95	11889.10	12483.56	13107.73
		4977.12	5225.98	5487.28	5761.64	6049.72
		62.21	65.32	68.59	72.02	75.62
4P005 Principal Air Quality Chemist	142	126286.52	132600.85	139230.89	146192.43	153502.05
		10523.88	11050.07	11602.57	12182.70	12791.84
		4857.17	5100.03	5355.03	5622.79	5903.93
		60.71	63.75	66.94	70.28	73.80
4P003 Principal Air Quality Engineer	144	132600.85	139230.89	146192.43	153502.05	161177.16
		11050.07	11602.57	12182.70	12791.84	13431.43
		5100.03	5355.03	5622.79	5903.93	6199.12
		63.75	66.94	70.28	73.80	77.49
4P006 Principal Air Quality Meteorologist	143	129405.18	135875.43	142669.21	149802.67	157292.80
		10783.76	11322.95	11889.10	12483.56	13107.73
		4977.12	5225.98	5487.28	5761.64	6049.72
		62.21	65.32	68.59	72.02	75.62
4P004 Principal Environmental Planner	142	126286.52	132600.85	139230.89	146192.43	153502.05
		10523.88	11050.07	11602.57	12182.70	12791.84
		4857.17	5100.03	5355.03	5622.79	5903.93
		60.71	63.75	66.94	70.28	73.80

ID-JDE PROFESSIONAL(continued)	Range	Step A	Step B	Step C	Step D	Step E
7P010 Research Analyst	130	94236.95	98948.79	103896.23	109091.04	114545.60
		7853.08	8245.73	8658.02	9090.92	9545.47
		3624.50	3805.72	3996.01	4195.81	4405.60
		45.31	47.57	49.95	52.45	55.07
6P007 Senior Accountant	138	114545.60	120272.88	126286.52	132600.85	139230.89
		9545.47	10022.74	10523.88	11050.07	11602.57
		4405.60	4625.88	4857.17	5100.03	5355.03
		55.07	57.82	60.71	63.75	66.94
6P001 Senior Advanced Projects Advisor	148	146192.43	153502.05	161177.16	169236.01	177697.82
		12182.70	12791.84	13431.43	14103.00	14808.15
		5622.79	5903.93	6199.12	6509.08	6834.53
		70.28	73.80	77.49	81.36	85.43
6P002 Senior Air Quality Chemist	138	114545.60	120272.88	126286.52	132600.85	139230.89
		9545.47	10022.74	10523.88	11050.07	11602.57
		4405.60	4625.88	4857.17	5100.03	5355.03
		55.07	57.82	60.71	63.75	66.94
6P003 Senior Air Quality Engineer	140	120272.88	126286.52	132600.85	139230.89	146192.43
		10022.74	10523.88	11050.07	11602.57	12182.70
		4625.88	4857.17	5100.03	5355.03	5622.79
		57.82	60.71	63.75	66.94	70.28
6P004 Senior Air Quality Meteorologist	139	117374.31	123243.02	129405.18	135875.43	142669.21
		9781.19	10270.25	10783.76	11322.95	11889.10
		4514.40	4740.12	4977.12	5225.98	5487.28
		56.43	59.25	62.21	65.32	68.59
6P005 Senior Atmospheric Modeler	144	132600.85	139230.89	146192.43	153502.05	161177.16
		11050.07	11602.57	12182.70	12791.84	13431.43
		5100.03	5355.03	5622.79	5903.93	6199.12
		63.75	66.94	70.28	73.80	77.49
6P006 Senior Environmental Planner	138	114545.60	120272.88	126286.52	132600.85	139230.89
		9545.47	10022.74	10523.88	11050.07	11602.57
		4405.60	4625.88	4857.17	5100.03	5355.03
		55.07	57.82	60.71	63.75	66.94
7P011 Statistician	137	111785.06	117374.31	123243.02	129405.18	135875.43
		9315.42	9781.19	10270.25	10783.76	11322.95
		4299.43	4514.40	4740.12	4977.12	5225.98
		53.74	56.43	59.25	62.21	65.32
5P001 Supervising Air Quality Engineer	144	132600.85	139230.89	146192.43	153502.05	161177.16
		11050.07	11602.57	12182.70	12791.84	13431.43
		5100.03	5355.03	5622.79	5903.93	6199.12
		63.75	66.94	70.28	73.80	77.49
5P002 Supervising Air Quality Meteorologist	143	129405.18	135875.43	142669.21	149802.67	157292.80
		10783.76	11322.95	11889.10	12483.56	13107.73
		4977.12	5225.98	5487.28	5761.64	6049.72
		62.21	65.32	68.59	72.02	75.62
5P003 Supervising Environmental Planner	142	126286.52	132600.85	139230.89	146192.43	153502.05
		10523.88	11050.07	11602.57	12182.70	12791.84
		4857.17	5100.03	5355.03	5622.79	5903.93
		60.71	63.75	66.94	70.28	73.80

ID-JDE PROFESSIONAL(continued)	Range	Step A	Step B	Step C	Step D	Step E
7P012 Toxicologist	144	132600.85 11050.07 5100.03 63.75	139230.89 11602.57 5355.03 66.94	146192.43 12182.70 5622.79 70.28	153502.05 12791.84 5903.93 73.80	161177.16 13431.43 6199.12 77.49
ID-JDE TECHNICAL/GENERAL	Range	Step A	Step B	Step C	Step D	Step E
8T001 Accounting Assistant I	122	77528.97 6460.75 2981.88 37.27	81405.42 6783.78 3130.98 39.14	85475.69 7122.97 3287.53 41.09	89749.47 7479.12 3451.90 43.15	94236.95 7853.08 3624.50 45.31
7T001 Accounting Assistant II	126	85475.69 7122.97 3287.53 41.09	89749.47 7479.12 3451.90 43.15	94236.95 7853.08 3624.50 45.31	98948.79 8245.73 3805.72 47.57	103896.23 8658.02 3996.01 49.95
7T002 Administrative Analyst	131	96564.13 8047.01 3714.01 46.43	101392.34 8449.36 3899.71 48.75	106461.96 8871.83 4094.69 51.18	111785.06 9315.42 4299.43 53.74	117374.31 9781.19 4514.40 56.43
8T015 Administrative Assistant I	114	63783.27 5315.27 2453.20 30.67	66972.44 5581.04 2575.86 32.20	70321.06 5860.09 2704.66 33.81	73837.11 6153.09 2839.89 35.50	77528.97 6460.75 2981.88 37.27
7T034 Administrative Assistant II	118	70321.06 5860.09 2704.66 33.81	73837.11 6153.09 2839.89 35.50	77528.97 6460.75 2981.88 37.27	81405.42 6783.78 3130.98 39.14	85475.69 7122.97 3287.53 41.09
7T003 Administrative Secretary	118	70321.06 5860.09 2704.66 33.81	73837.11 6153.09 2839.89 35.50	77528.97 6460.75 2981.88 37.27	81405.42 6783.78 3130.98 39.14	85475.69 7122.97 3287.53 41.09
8T002 Air Quality Case Settlement Specialist I	126	85475.69 7122.97 3287.53 41.09	89749.47 7479.12 3451.90 43.15	94236.95 7853.08 3624.50 45.31	98948.79 8245.73 3805.72 47.57	103896.23 8658.02 3996.01 49.95
7T004 Air Quality Case Settlement Specialist II	130	94236.95 7853.08 3624.50 45.31	98948.79 8245.73 3805.72 47.57	103896.23 8658.02 3996.01 49.95	109091.04 9090.92 4195.81 52.45	114545.60 9545.47 4405.60 55.07
8T003 Air Quality Inspector I	124	81405.42 6783.78 3130.98 39.14	85475.69 7122.97 3287.53 41.09	89749.47 7479.12 3451.90 43.15	94236.95 7853.08 3624.50 45.31	98948.79 8245.73 3805.72 47.57

ID-JDE TECHNICAL/GENERAL(cont'd)	Range	Step A	Step B	Step C	Step D	Step E
7T005 Air Quality Inspector II	128	89749.47	94236.95	98948.79	103896.23	109091.04
		7479.12	7853.08	8245.73	8658.02	9090.92
		3451.90	3624.50	3805.72	3996.01	4195.81
		43.15	45.31	47.57	49.95	52.45
8T004 Air Quality Instrument Specialist I	124	81405.42	85475.69	89749.47	94236.95	98948.79
		6783.78	7122.97	7479.12	7853.08	8245.73
		3130.98	3287.53	3451.90	3624.50	3805.72
		39.14	41.09	43.15	45.31	47.57
7T006 Air Quality Instrument Specialist II	128	89749.47	94236.95	98948.79	103896.23	109091.04
		7479.12	7853.08	8245.73	8658.02	9090.92
		3451.90	3624.50	3805.72	3996.01	4195.81
		43.15	45.31	47.57	49.95	52.45
8T005 Air Quality Laboratory Technician I	122	77528.97	81405.42	85475.69	89749.47	94236.95
		6460.75	6783.78	7122.97	7479.12	7853.08
		2981.88	3130.98	3287.53	3451.90	3624.50
		37.27	39.14	41.09	43.15	45.31
7T007 Air Quality Laboratory Technician II	126	85475.69	89749.47	94236.95	98948.79	103896.23
		7122.97	7479.12	7853.08	8245.73	8658.02
		3287.53	3451.90	3624.50	3805.72	3996.01
		41.09	43.15	45.31	47.57	49.95
8T006 Air Quality Permit Technician I	122	77528.97	81405.42	85475.69	89749.47	94236.95
		6460.75	6783.78	7122.97	7479.12	7853.08
		2981.88	3130.98	3287.53	3451.90	3624.50
		37.27	39.14	41.09	43.15	45.31
7T008 Air Quality Permit Technician II	126	85475.69	89749.47	94236.95	98948.79	103896.23
		7122.97	7479.12	7853.08	8245.73	8658.02
		3287.53	3451.90	3624.50	3805.72	3996.01
		41.09	43.15	45.31	47.57	49.95
8T007 Air Quality Specialist I	130	94236.95	98948.79	103896.23	109091.04	114545.60
		7853.08	8245.73	8658.02	9090.92	9545.47
		3624.50	3805.72	3996.01	4195.81	4405.60
		45.31	47.57	49.95	52.45	55.07
7T009 Air Quality Specialist II	134	103896.23	109091.04	114545.60	120272.88	126286.52
		8658.02	9090.92	9545.47	10022.74	10523.88
		3996.01	4195.81	4405.60	4625.88	4857.17
		49.95	52.45	55.07	57.82	60.71
7T010 Air Quality Technical Assistant	118	70321.06	73837.11	77528.97	81405.42	85475.69
		5860.09	6153.09	6460.75	6783.78	7122.97
		2704.66	2839.89	2981.88	3130.98	3287.53
		33.81	35.50	37.27	39.14	41.09
8T008 Air Quality Technician I	122	77528.97	81405.42	85475.69	89749.47	94236.95
		6460.75	6783.78	7122.97	7479.12	7853.08
		2981.88	3130.98	3287.53	3451.90	3624.50
		37.27	39.14	41.09	43.15	45.31

ID-JDE TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
7T011 Air Quality Technician II	126	85475.69	89749.47	94236.95	98948.79	103896.23
		7122.97	7479.12	7853.08	8245.73	8658.02
		3287.53	3451.90	3624.50	3805.72	3996.01
		41.09	43.15	45.31	47.57	49.95
8T016 Assistant Air Quality Specialist I	122	77528.97	81405.42	85475.69	89749.47	94236.95
		6460.75	6783.78	7122.97	7479.12	7853.08
		2981.88	3130.98	3287.53	3451.90	3624.50
		37.27	39.14	41.09	43.15	45.31
7T035 Assistant Air Quality Specialist II	126	85475.69	89749.47	94236.95	98948.79	103896.23
		7122.97	7479.12	7853.08	8245.73	8658.02
		3287.53	3451.90	3624.50	3805.72	3996.01
		41.09	43.15	45.31	47.57	49.95
8T014 Assistant Staff Specialist I	122	77528.97	81405.42	85475.69	89749.47	94236.95
		6460.75	6783.78	7122.97	7479.12	7853.08
		2981.88	3130.98	3287.53	3451.90	3624.50
		37.27	39.14	41.09	43.15	45.31
7T033 Assistant Staff Specialist II	126	85475.69	89749.47	94236.95	98948.79	103896.23
		7122.97	7479.12	7853.08	8245.73	8658.02
		3287.53	3451.90	3624.50	3805.72	3996.01
		41.09	43.15	45.31	47.57	49.95
7T012 Building Maintenance Mechanic	114	63783.27	66972.44	70321.06	73837.11	77528.97
		5315.27	5581.04	5860.09	6153.09	6460.75
		2453.20	2575.86	2704.66	2839.89	2981.88
		30.67	32.20	33.81	35.50	37.27
7T013 Data Entry Operator	111	59282.00	62246.10	65358.41	68626.33	72057.64
		4940.17	5187.18	5446.53	5718.86	6004.80
		2280.08	2394.08	2513.78	2639.47	2771.45
		28.50	29.93	31.42	32.99	34.64
5T010 Data Support Supervisor	142	126286.52	132600.85	139230.89	146192.43	153502.05
		10523.88	11050.07	11602.57	12182.70	12791.84
		4857.17	5100.03	5355.03	5622.79	5903.93
		60.71	63.75	66.94	70.28	73.80
7T014 Database Specialist	135	106461.96	111785.06	117374.31	123243.02	129405.18
		8871.83	9315.42	9781.19	10270.25	10783.76
		4094.69	4299.43	4514.40	4740.12	4977.12
		51.18	53.74	56.43	59.25	62.21
7T015 Deputy Clerk of the Boards	123	79443.55	83415.73	87586.52	91965.84	96564.13
		6620.30	6951.31	7298.88	7663.82	8047.01
		3055.52	3208.30	3368.71	3537.15	3714.01
		38.19	40.10	42.11	44.21	46.43
7T028 Facilities Maintenance Worker	108	55098.39	57853.31	60745.98	63783.27	66972.44
		4591.53	4821.11	5062.16	5315.27	5581.04
		2119.17	2225.13	2336.38	2453.20	2575.86
		26.49	27.81	29.20	30.67	32.20

ID-JDE TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
5T008 Facilities Services Supervisor	130	94236.95	98948.79	103896.23	109091.04	114545.60
		7853.08	8245.73	8658.02	9090.92	9545.47
		3624.50	3805.72	3996.01	4195.81	4405.60
		45.31	47.57	49.95	52.45	55.07
7T031 Fiscal Services Supervisor	142	126286.52	132600.85	139230.89	146192.43	153502.05
		10523.88	11050.07	11602.57	12182.70	12791.84
		4857.17	5100.03	5355.03	5622.79	5903.93
		60.71	63.75	66.94	70.28	73.80
8T009 Mechanic I	121	75660.53	79443.55	83415.73	87586.52	91965.84
		6305.04	6620.30	6951.31	7298.88	7663.82
		2910.02	3055.52	3208.30	3368.71	3537.15
		36.38	38.19	40.10	42.11	44.21
7T016 Mechanic II	125	83415.73	87586.52	91965.84	96564.13	101392.34
		6951.31	7298.88	7663.82	8047.01	8449.36
		3208.30	3368.71	3537.15	3714.01	3899.71
		40.10	42.11	44.21	46.43	48.75
8T010 Office Assistant I	104	49975.86	52474.66	55098.39	57853.31	60745.98
		4164.66	4372.89	4591.53	4821.11	5062.16
		1922.15	2018.26	2119.17	2225.13	2336.38
		24.03	25.23	26.49	27.81	29.20
7T017 Office Assistant II	108	55098.39	57853.31	60745.98	63783.27	66972.44
		4591.53	4821.11	5062.16	5315.27	5581.04
		2119.17	2225.13	2336.38	2453.20	2575.86
		26.49	27.81	29.20	30.67	32.20
5T001 Office Services Supervisor	116	66972.44	70321.06	73837.11	77528.97	81405.42
		5581.04	5860.09	6153.09	6460.75	6783.78
		2575.86	2704.66	2839.89	2981.88	3130.98
		32.20	33.81	35.50	37.27	39.14
7T018 Permit Coordinator	134	103896.23	109091.04	114545.60	120272.88	126286.52
		8658.02	9090.92	9545.47	10022.74	10523.88
		3996.01	4195.81	4405.60	4625.88	4857.17
		49.95	52.45	55.07	57.82	60.71
6T009 Principal Air Quality Instrument Specialist	136	109091.04	114545.60	120272.88	126286.52	132600.85
		9090.92	9545.47	10022.74	10523.88	11050.07
		4195.81	4405.60	4625.88	4857.17	5100.03
		52.45	55.07	57.82	60.71	63.75
4T001 Principal Air Quality Specialist	142	126286.52	132600.85	139230.89	146192.43	153502.05
		10523.88	11050.07	11602.57	12182.70	12791.84
		4857.17	5100.03	5355.03	5622.79	5903.93
		60.71	63.75	66.94	70.28	73.80
4T002 Principal Staff Specialist	142	126286.52	132600.85	139230.89	146192.43	153502.05
		10523.88	11050.07	11602.57	12182.70	12791.84
		4857.17	5100.03	5355.03	5622.79	5903.93
		60.71	63.75	66.94	70.28	73.80

ID-JDE TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
8T011 Programmer Analyst I	127	87586.52	91965.84	96564.13	101392.34	106461.96
		7298.88	7663.82	8047.01	8449.36	8871.83
		3368.71	3537.15	3714.01	3899.71	4094.69
		42.11	44.21	46.43	48.75	51.18
7T019 Programmer Analyst II	131	96564.13	101392.34	106461.96	111785.06	117374.31
		8047.01	8449.36	8871.83	9315.42	9781.19
		3714.01	3899.71	4094.69	4299.43	4514.40
		46.43	48.75	51.18	53.74	56.43
8T012 Public Information Officer I	130	94236.95	98948.79	103896.23	109091.04	114545.60
		7853.08	8245.73	8658.02	9090.92	9545.47
		3624.50	3805.72	3996.01	4195.81	4405.60
		45.31	47.57	49.95	52.45	55.07
7T020 Public Information Officer II	134	103896.23	109091.04	114545.60	120272.88	126286.52
		8658.02	9090.92	9545.47	10022.74	10523.88
		3996.01	4195.81	4405.60	4625.88	4857.17
		49.95	52.45	55.07	57.82	60.71
7T027 Purchasing Agent	122	77528.97	81405.42	85475.69	89749.47	94236.95
		6460.75	6783.78	7122.97	7479.12	7853.08
		2981.88	3130.98	3287.53	3451.90	3624.50
		37.27	39.14	41.09	43.15	45.31
7T021 Radio/Telephone Operator	113	62246.10	65358.41	68626.33	72057.64	75660.53
		5187.18	5446.53	5718.86	6004.80	6305.04
		2394.08	2513.78	2639.47	2771.45	2910.02
		29.93	31.42	32.99	34.64	36.38
5T002 Radio/Telephone Operator Supervisor	119	72057.64	75660.53	79443.55	83415.73	87586.52
		6004.80	6305.04	6620.30	6951.31	7298.88
		2771.45	2910.02	3055.52	3208.30	3368.71
		34.64	36.38	38.19	40.10	42.11
7T022 Receptionist	104	49975.86	52474.66	55098.39	57853.31	60745.98
		4164.66	4372.89	4591.53	4821.11	5062.16
		1922.15	2018.26	2119.17	2225.13	2336.38
		24.03	25.23	26.49	27.81	29.20
7T023 Secretary	112	60745.98	63783.27	66972.44	70321.06	73837.11
		5062.16	5315.27	5581.04	5860.09	6153.09
		2336.38	2453.20	2575.86	2704.66	2839.89
		29.20	30.67	32.20	33.81	35.50
6T001 Senior Accounting Assistant	120	73837.11	77528.97	81405.42	85475.69	89749.47
		6153.09	6460.75	6783.78	7122.97	7479.12
		2839.89	2981.88	3130.98	3287.53	3451.90
		35.50	37.27	39.14	41.09	43.15
6T002 Senior Air Quality Inspector	132	98948.79	103896.23	109091.04	114545.60	120272.88
		8245.73	8658.02	9090.92	9545.47	10022.74
		3805.72	3996.01	4195.81	4405.60	4625.88
		47.57	49.95	52.45	55.07	57.82

ID-JDE TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
6T003 Senior Air Quality Instrument Specialist	132	98948.79	103896.23	109091.04	114545.60	120272.88
		8245.73	8658.02	9090.92	9545.47	10022.74
		3805.72	3996.01	4195.81	4405.60	4625.88
		47.57	49.95	52.45	55.07	57.82
6T007 Senior Air Quality Permit Technician	130	94236.95	98948.79	103896.23	109091.04	114545.60
		7853.08	8245.73	8658.02	9090.92	9545.47
		3624.50	3805.72	3996.01	4195.81	4405.60
		45.31	47.57	49.95	52.45	55.07
6T004 Senior Air Quality Specialist	138	114545.60	120272.88	126286.52	132600.85	139230.89
		9545.47	10022.74	10523.88	11050.07	11602.57
		4405.60	4625.88	4857.17	5100.03	5355.03
		55.07	57.82	60.71	63.75	66.94
6T006 Senior Air Quality Technician	130	94236.95	98948.79	103896.23	109091.04	114545.60
		7853.08	8245.73	8658.02	9090.92	9545.47
		3624.50	3805.72	3996.01	4195.81	4405.60
		45.31	47.57	49.95	52.45	55.07
6T005 Senior Public Information Officer	138	114545.60	120272.88	126286.52	132600.85	139230.89
		9545.47	10022.74	10523.88	11050.07	11602.57
		4405.60	4625.88	4857.17	5100.03	5355.03
		55.07	57.82	60.71	63.75	66.94
6T008 Senior Staff Specialist	138	114545.60	120272.88	126286.52	132600.85	139230.89
		9545.47	10022.74	10523.88	11050.07	11602.57
		4405.60	4625.88	4857.17	5100.03	5355.03
		55.07	57.82	60.71	63.75	66.94
8T013 Staff Specialist I	130	94236.95	98948.79	103896.23	109091.04	114545.60
		7853.08	8245.73	8658.02	9090.92	9545.47
		3624.50	3805.72	3996.01	4195.81	4405.60
		45.31	47.57	49.95	52.45	55.07
7T032 Staff Specialist II	134	103896.23	109091.04	114545.60	120272.88	126286.52
		8658.02	9090.92	9545.47	10022.74	10523.88
		3996.01	4195.81	4405.60	4625.88	4857.17
		49.95	52.45	55.07	57.82	60.71
5T003 Supervising Air Quality Inspector	136	109091.04	114545.60	120272.88	126286.52	132600.85
		9090.92	9545.47	10022.74	10523.88	11050.07
		4195.81	4405.60	4625.88	4857.17	5100.03
		52.45	55.07	57.82	60.71	63.75
5T004 Supervising Air Quality Instrument Special	136	109091.04	114545.60	120272.88	126286.52	132600.85
		9090.92	9545.47	10022.74	10523.88	11050.07
		4195.81	4405.60	4625.88	4857.17	5100.03
		52.45	55.07	57.82	60.71	63.75

ID-JDE TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
5T005 Supervising Air Quality Specialist	142	126286.52	132600.85	139230.89	146192.43	153502.05
		10523.88	11050.07	11602.57	12182.70	12791.84
		4857.17	5100.03	5355.03	5622.79	5903.93
		60.71	63.75	66.94	70.28	73.80
5T006 Supervising Public Information Officer	142	126286.52	132600.85	139230.89	146192.43	153502.05
		10523.88	11050.07	11602.57	12182.70	12791.84
		4857.17	5100.03	5355.03	5622.79	5903.93
		60.71	63.75	66.94	70.28	73.80
5T009 Supervising Staff Specialist	142	126286.52	132600.85	139230.89	146192.43	153502.05
		10523.88	11050.07	11602.57	12182.70	12791.84
		4857.17	5100.03	5355.03	5622.79	5903.93
		60.71	63.75	66.94	70.28	73.80
5T007 Supervising Systems Analyst	139	117374.31	123243.02	129405.18	135875.43	142669.21
		9781.19	10270.25	10783.76	11322.95	11889.10
		4514.40	4740.12	4977.12	5225.98	5487.28
		56.43	59.25	62.21	65.32	68.59
7T024 Systems Analyst	135	106461.96	111785.06	117374.31	123243.02	129405.18
		8871.83	9315.42	9781.19	10270.25	10783.76
		4094.69	4299.43	4514.40	4740.12	4977.12
		51.18	53.74	56.43	59.25	62.21
7T025 Systems Quality Assurance Specialist	135	106461.96	111785.06	117374.31	123243.02	129405.18
		8871.83	9315.42	9781.19	10270.25	10783.76
		4094.69	4299.43	4514.40	4740.12	4977.12
		51.18	53.74	56.43	59.25	62.21
7T026 Web Master	135	106461.96	111785.06	117374.31	123243.02	129405.18
		8871.83	9315.42	9781.19	10270.25	10783.76
		4094.69	4299.43	4514.40	4740.12	4977.12
		51.18	53.74	56.43	59.25	62.21

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: July 5, 2023

Re: Amendment to the Air District's Record Retention Schedule Regarding Destruction
of Confidential Personnel Records After They Are No Longer Needed

RECOMMENDED ACTION

Adopt the attached draft Resolution making amendments to the Air District's record retention schedule to specify that confidential personnel records will be destroyed after they are no longer legally required. Retaining confidential personnel information longer than is legally required creates unnecessary risk to the Air District in the event of a data security breach.

BACKGROUND

The Board of Directors has adopted a record retention schedule to govern how long the Air District maintains public records. This record retention schedule is important to provide a systematic policy on how long public records are maintained by the agency and when they may be destroyed, and it is statutorily required by Section 60201 of the California Government Code. The record retention schedule was amended most recently in 2015.

The November 2022 Sjoberg Evashenk report on its Performance Audit of Human Resources Management identified shortcomings with respect to the Air District's records retention practices and recommended that they be addressed. The audit found that the Air District's records retention practices with respect to personnel records were not consistent with best practices and legal mandates. In particular, the audit found that the Air District has been maintaining confidential personnel records for longer than is legally necessary - with some employee records having been maintained for as long as 40 years after the employee separated from the agency. This is inconsistent with best practices, which limit records retention to the minimum period required by law or other governing principle. This is important to minimize the risk of liability if, for example, there were to be a security breach or unauthorized disclosure where sensitive and confidential information was compromised. The audit recommended (among other things) that the Air District update its record retention schedule to incorporate retention and destruction requirements that reflect federal and state law, limiting the extent to which confidential personnel information is retained longer than is statutorily required. (*See* Audit Recommendation No. 3.2.)

Staff committed in the December 21, 2022, human resources performance audit Corrective Action Plan to revise the record retention schedule to specify that confidential personnel records should not be retained longer than is legally necessary. (*See* Corrective Action Plan action item No. 3.2.) Staff subsequently conferred with Sloan Sakai Yeung & Wong LLC (Sloan Sakai), the Air District's expert outside counsel for personnel-related matters, regarding the legal requirements for retention of these records. Sloan Sakai confirmed that under California Government Code section 12946, personnel records and related files must be maintained for a period of four years after they are initially created or received. For applicants and terminated employees, such records must be maintained for a period of four years after the employment action is taken.

DISCUSSION

The attached draft Resolution would revise the current record retention schedule to specify that confidential personnel records should be maintained for only four years, as provided for under Government Code section 12946. Specifically, the revised schedule would specify that personnel records regarding an Air District employee must be maintained for a period of four years after the date of separation of the employee; and that for applicants for employment at the Air District, such records must be maintained for a period of four years after the date of the hiring decision. The proposed revised record retention schedule is attached to the draft Resolution. For the Board's convenience, a redline version of the proposed revised retention schedule is also attached hereto, with the changes highlighted.

Pursuant to Government Code Section 60201 and Section 11.3 of Division I of the Administrative Code, these revisions to the record retention schedule must be adopted by resolution of the Board of Directors. The attached draft Resolution would accomplish that task. Once adopted, the revised record retention schedule would be implemented by the APCO and Air District staff pursuant to Section 11 of Division I of the Administrative Code (Guidelines for Records Management and Access). In particular, under Section 11.4, records shall be destroyed as soon as possible after the specified retention period has elapsed.

With these changes, the record retention schedule and the implementation requirements under the Administrative Code will address and resolve Recommendation No. 3.2 from the Human Resources Management Performance Audit.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Alexander Crockett
Reviewed by: John Chiladakis

ATTACHMENTS:

1. Draft Resolution to Amend Record Retention Schedule - With Attached Proposed Revised Retention Schedule
2. Draft Amended Record Retention Schedule - Redline Version

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT
RESOLUTION NO. 2023-_____**

**A Resolution of the Board of Directors of the Bay Area Air Quality Management District
Adopting Amendments to the Air District’s Record Retention Schedule**

WHEREAS, the Board of Directors (“Board”) of the Bay Area Air Quality Management District (“Air District”) is the governing body of the Air District and is charged with exercising the powers of the Air District pursuant to Health & Safety Code Section 40220;

WHEREAS, the Board has adopted a record retention schedule pursuant to Government Code Section 60201 to specify how long the Air District maintains public records;

WHEREAS, this record retention schedule is implemented by the Air Pollution Control Officer and Air District staff pursuant to Section 11 of Division I of the Air District’s Administrative Code, Guidelines for Records Management and Access;

WHEREAS, an audit of the Air District’s human resources management identified a shortcoming in the District’s records management practices with respect to retention of confidential personnel records;

WHEREAS, the audit found that the Air District was maintaining confidential personnel records longer than legally necessary, and in some cases as long as 40 years after employees had separated from the District;

WHEREAS, to reduce the risk of unauthorized leaks of confidential personnel information, the audit recommended that the Air District revise the record retention schedule to specify that personnel records will be maintained for only as long as is required by statute or other governing principle, consistent with human resources best practices;

WHEREAS, staff have conferred with outside counsel with expertise in personnel matters and have confirmed that pursuant to Government Code Section 12946, personnel records and related files must be maintained for a period of four years after they are initially created or received, and for applicants and terminated employees, such records must be maintained for a period of four years after the employment action is taken;

WHEREAS, staff have prepared the attached revised record retention schedule to incorporate this four-year retention period for personnel records; and

WHEREAS, the Board wishes to adopt this revised record retention schedule to provide that confidential personnel records will be retained for four years as required by law and then destroyed thereafter, which will address the shortcoming identified by the human resources management performance audit.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Bay Area Air Quality Management District does hereby adopt the Record Retention Schedule as set forth in Attachment A hereto pursuant to authority granted by law, with instructions to staff to correct any typographical or formatting errors before final publication.

BE IT FURTHER RESOLVED that the Board of Directors of the Bay Area Air Quality Management District does hereby direct staff to implement this revised Record Retention Schedule in accordance with Section 11 of Division I of the Administrative Code.

The foregoing resolution was duly and regularly introduced, passed and adopted at a regular meeting of the Board of Directors of the Bay Area Air Quality Management District on the motion of _____, seconded by _____, on the ___ day of _____, 2023 by the following vote of the Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

John J. Bauters
Chair of the Board of Directors

Lynda Hopkins
Secretary of the Board of Directors

Attachment A – Record Retention Schedule

DRAFT

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

Record Retention Schedule

This schedule is a catalog of all record types employed by the Bay Area Air Quality Management District (Air District) in carrying out the work of the agency. Pursuant to California Government Code section 60201, this schedule and any revisions to the schedule must be adopted by the Air District Board of Directors. This schedule is a component of the Air District's records management program. Guidelines for the records management program are set forth in the Air District Administrative Code, Division I, Operating Policies and Procedures, Section 11. The purpose of this program is to maintain records in a manner that furthers the public purposes of the Air District while ensuring prompt and accurate retrieval of records and compliance with all legal requirements.

For each record type, the schedule establishes a retention period. The record types are sorted by retention period. Certain records will be kept permanently because of their continuing importance to the Air District and the public. For records not kept permanently, the schedule establishes a retention period. The retention period is the period of time that the Air District will keep a record after its "use period" is over. For most records, use occurs at a point in time, with the retention period beginning after this brief active use period. Most of the records in this schedule are of this type.

For certain records, the use period extends over a significant period of time. Examples include building blueprints, equipment manuals, contract documents, and grant documents. For these records, the schedule indicates the triggering event for the running of the retention period.

The substance of a record, rather than the format or medium in which it is held, determines the appropriate category for the record. Thus, paper records, emails, and electronic data alike acquire the retention period of the applicable substantive category.

Record type	Including these specific records:	Retention period
General		
General correspondence	General interoffice memoranda, general correspondence	3 years
Policies, procedures and workbooks	Policy documents, including enforcement policies and procedures, BACT/TBACT workbook, permit handbook, and source test protocols and plans	Revised + 7 years
Requests from public	Public records requests and responses	3 years
Boards and Executive		
Board audio and video records	Audio and video records of Advisory Council, Board of Directors, and committee meetings; Hearing Board hearings	1 year
Board files	Oaths of office, expense reports for Advisory Council, Board, Hearing Board, Board member correspondence, Board member travel authorizations and Board expense claims	End of term + 7 years
Board records	Board, Board committees, Hearing Board, Advisory Council and Advisory Council committees: agenda packages, minutes, reports, resolutions, and rosters	Permanent
Executive files	Chronological correspondence files, conflict of interest forms, lobbyist employer/lobbyist registration	7 years
Hearing Board docket	All case related files	Final compliance date + 7 years
Legislative and bill files	Bill file (documents, analyses, correspondence), Legislative Committee records	3 years
Administrative		
Bonds, insurance and warrants records	Bonds, property and liability insurance policies and documentation, warrants	Permanent
Building records	Building blueprints, building equipment information, building maintenance information, construction drawings & information, drawings – space plans, maintenance working records.	Life of building + 7 years
Cal OSHA reports	Cal OSHA reports and citations	7 years

Record type	Including these specific records:	Retention period
Contracts	Contract files and any related task orders or purchase orders, and any related bids, RFPs, RFQs or accepted proposals, contractor timesheets, contractor logs	Contract final expiration + 7 years
Fleet vehicle records	Vehicle maintenance expenses, vehicle mileage reports, vehicle request forms, vehicle registration fees, travel trip slips	Life of vehicle + 3 years
Mailroom records	Certified mail log, certified mail receipts – fee invoices, fee billing invoices, fee billing problem resolution files, returned mail (fee invoices and validations)	3 years
Physical security reports	Security guard activity reports	3 years
Rejected bids	RFPs/RFQs/evaluations/unaccepted proposals and bids	Fiscal year of bid + 3 years
Stockroom records	Stockroom requisitions	1 year
Tort and workers compensation claims	Tort claim liability files, worker’s compensation files	Until closed + 7 years
Emission Monitoring, Source Testing, and Ambient Monitoring		
Emission monitoring records	Continuous emission monitoring (CEMS) monthly reports, CEM indicated excesses – source test evaluation forms, CEM approvals pursuant to Regulation 1, Section 522	Life of facility + 7 years
Laboratory samples and air quality monitoring data	PM 2.5 filters and PM 10 filters collected from sampling equipment, ambient air monitoring data – strip charts, air monitoring station log books, asbestos samples submitted for analysis, instrument log books, laboratory notebooks, results, methods of analysis, photo-micrographics, standard operating procedures	7 years
Meteorological and air monitoring data	Ambient air monitoring data – data logger data, forecasts, meteorological monitoring data, ground level monitoring data; ground level monitoring audit reports	Permanent
Meteorological reports	Meteorological reports	1 year

Record type	Including these specific records:	Retention period
QA/QC and calibration records	Lab, source test, and air monitoring equipment calibration records and QA/QC records, quality assurance manual	7 years
Source test results and raw data	Source test results and raw data from both the District and outside contractors, field accuracy test results, raw data, and reports, contractor-conducted source test notifications (ref: Volume IV, V, MOP)	Life of facility + 7 years
Technical equipment records	Manuals and maintenance records, 10% quality assurance analysis reports, additional records required by NVLAP accreditation program, audit records, blind sample analysis reports, inter-laboratory analysis reports, maintenance and calibration reports, proficiency test, quality control charts and data	Life of equipment + 3 years
Enforcement		
Activity authorization	Open burns, exemption petitions, tank pulls/excavations, PERP, landfill reports	7 years
Activity authorization	Asbestos dust mitigation plans, asbestos removal, naturally occurring asbestos reports	Permanent
Complaints	All complaint information including wood smoke and smoking vehicle complaints	7 years
Compliance records	Compliance advisories and compliance reports required by regulation (Regs. 8-5, 8-10, 8-17, 8-18, 8-40, 9-10)	7 years
Flare records	Flare minimization – approved plans (Reg. 12-12), flaring notifications and reports (Reg. 12-12), plan review documents (Reg. 12-12), flare monitoring reports (Reg. 12-11)	7 years
Inspection records	Inspection reports, internal correspondence on inspections	7 years
Title V reports	Title V semi-annual and annual reports, Title V 10-day and 30-day deviation reports	7 years
Violation records	Notice of Violation files and Notice to Comply files, including all supporting documentation	Lesser of 25 years or life of facility + 7 years

Financial

Accounts payable - general	General accounts payable invoices, general checks-cancelled or voided, Board of Directors travel and meeting expenses, credit card payments and records, travel expense reimbursement requests, fixed assets invoices	7 years
Accounts payable check register, reports	Accounts payable check register, accounts payable general ledger post report, accounts payable journal voucher report	3 years
Accounts payable - grants	Grant accounts payable files	End of project + 10 years (longer if required by grantor)
Accounts receivable - general	Bank check deposits/permit check deposits, supporting documents for check deposits, credit card reports and supporting documents	5 years
Accounts receivable - other	Wire transfers/NSF checks, other accounts receivable reports/registers	3 years
Budget - adopted	Annual adopted budget	Permanent
Budget - other	Draft budget, proposed budget and supporting documents, budget transfers and adjustments	3 years
Deposit records - general	General monthly bank statements, general bank reconciliations	7 years
Deposit records - grants	Grant bank statements and related records	End of project + 10 years (longer if required by grantor)
Fixed asset files	Acquisition/disposal/sale/surplus records for personal property; lease/rent schedule and supporting documents for leased property; inventory and schedule of infrastructure and buildings for real property	Asset disposal/lease expiration/life of building + 7 years
I-Bond (Goods Movement) documents	Grant financial files and supporting documents	35 years
Refunds/unclaimed property	Refund and unclaimed property files	3 years
Tax documents	1099, W9 and other related documents; Board of Equalization sales tax reports	7 years (longer if related to grant and required by grantor)

Year-end financial statements and related reports	Annual audited financial statements and related reports, journal entries and supporting documents, certificate of participation records/bonds	Permanent
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Human Resources

Employee accident and injury records	Accident files, employee injury (first aid) files	7 years
Employee benefit records	Tuition reimbursement, COBRA documentation, Section 125 documentation	7 years
Employee HR records	Disciplinary action log, employee workforce data, grievances & arbitrations, negotiations, complaint summary logs	Permanent
Employee recruitment records	Classification studies, class specifications, recruitment files, wage and salary data, acquisition records	7 years
Equal employment opportunity plan	Equal employment opportunity plan	Until replaced
Insurance benefits records	Insurance contracts, life insurance documentation, health insurance documentation	Life of policy + 3 years
Payroll records	Payroll registers, tickler files, timecards, vacation requests, family/medical leave requests	7 years
Payroll records	Payroll direct deposit records, CALPERS reports, Form 941 quarterly reports, payroll history YTD totals report, year end clearing/closing reports	Permanent
Personnel files	Personal and professional files of Air District employees, including disciplinary support files and discrimination complaint files	Last day of employment + 4 years
Personnel files	Application files for applicants for employment at the Air District	Date of hiring decision + 4 years
Tax records	457 deferred comp documents, W2, W2 reports, transmittal of W2	7 years
Training records	Training program files, employee training completion records	Permanent

Incentives

Grant files	Program audit documents, program eligibility guideline documents; grant application, review and decision documents; grant program financial records; grantee monitoring documents; internal activity and tracking documents; project audit documents	End of project + 5 years
I-Bond grant records	I-Bond grant files	35 years
Reports to CARB/EPA	Grant reports to CARB/EPA	7 years
Vehicle Buy Back program	Vehicle Buy Back program - copies of vehicle eligibility documents provided to District for review	3 years

Information Systems

IT system backups	System backups	Until replaced
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Legal

Legal records	Comments on legislative, administrative and hearing board matters	7 years
Legal records	Litigation-pleadings and orders, settlement agreements, opinions and advice files, rule interpretations/opinions, civil enforcement case records	Permanent

Permitting

Data update forms	Responses to facility data update questionnaires	Data entry + 3 years
EPA grants	EPA 105 grant documents	Final report + 3 years
Permit application records	Authority to Construct documents, Permit to Operate documents, banking documents, registration documents, application forms, permit exemptions	Life of facility or emission reduction credit + 7 years
Permit advisories	Advisories regarding permitting	7 years
Plant (facility) files	Permit documents, ownership/facility status records, emission-related documentation, regulatory plan submittals, source data forms	Life of facility + 7 years
Reports to CARB/EPA	Engineering reports to CARB/EPA	7 years
Toxics Hotspots records	Toxics emissions inventory reports, risk assessments	Life of facility + 7 years

Planning

Air quality plans	State and federal air quality plans and supporting documentation, including emission inventory and modeling records, environmental and socioeconomic review documents, and any associated plan-related reports to ARB or EPA	Permanent
CEQA records	CEQA comments as responsible agency or commenting agency	7 years
Emission inventory records	Final emission inventory reports and supporting material for greenhouse gases, criteria pollutants, and toxic air contaminants; emission inventory annual reports submitted to ARB CEIDARS database	Permanent

Public Relations and Outreach

Annual reports	Annual reports	Permanent
Community meeting records	Community outreach community meeting files and resource team records	7 years
Mailing lists	Mailing lists	Until replaced
News media records	News releases and clips	Permanent
Outreach documents	Brochures	Until replaced
Publications	Newsletters and other publications	7 years
Requests from public	Requests for general information, requests for publications, requests for speakers	3 years

Rulemaking

Rules and regulations	All versions of rules and regulations that were adopted or made available to the public; rule development files and any associated economic or environmental analyses	Permanent
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[NOTE - THIS IS A REDLINE VERSION OF THE PROPOSED REVISED RECORD RETENTION SCHEDULE TO BE CONSIDERED BY THE BOARD OF DIRECTORS ON JULY 5, 2023. PROPOSED REVISIONS ARE SHOWN IN UNDERLINE/~~STRIKEOUT~~ FORMAT]

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

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For certain records, the use period extends over a significant period of time. Examples include building blueprints, equipment manuals, contract documents, and grant documents. For these records, the schedule indicates the triggering event for the running of the retention period.

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Requests from public	Public records requests and responses	3 years
Boards and Executive		
Board audio and video records	Audio and video records of Advisory Council, Board of Directors, and committee meetings; Hearing Board hearings	1 year
Board files	Oaths of office, expense reports for Advisory Council, Board, Hearing Board, Board member correspondence, Board member travel authorizations and Board expense claims	End of term + 7 years
Board records	Board, Board committees, Hearing Board, Advisory Council and Advisory Council committees: agenda packages, minutes, reports, resolutions, and rosters	Permanent
Executive files	Chronological correspondence files, conflict of interest forms, lobbyist employer/lobbyist registration	7 years
Hearing Board docket	All case related files	Final compliance date + 7 years
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Physical security reports	Security guard activity reports	3 years
Rejected bids	RFPs/RFQs/evaluations/unaccepted proposals and bids	Fiscal year of bid + 3 years
Stockroom records	Stockroom requisitions	1 year
Tort and workers compensation claims	Tort claim liability files, worker’s compensation files	Until closed + 7 years
Emission Monitoring, Source Testing, and Ambient Monitoring		
Emission monitoring records	Continuous emission monitoring (CEMS) monthly reports, CEM indicated excesses – source test evaluation forms, CEM approvals pursuant to Regulation 1, Section 522	Life of facility + 7 years
Laboratory samples and air quality monitoring data	PM 2.5 filters and PM 10 filters collected from sampling equipment, ambient air monitoring data – strip charts, air monitoring station log books, asbestos samples submitted for analysis, instrument log books, laboratory notebooks, results, methods of analysis, photo-micrographics, standard operating procedures	7 years
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Accounts receivable - other	Wire transfers/NSF checks, other accounts receivable reports/registers	3 years
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I-Bond (Goods Movement) documents	Grant financial files and supporting documents	35 years
Refunds/unclaimed property	Refund and unclaimed property files	3 years
Tax documents	1099, W9 and other related documents; Board of Equalization sales tax reports	7 years (longer if related to grant and required by grantor)

BAAQMD Record Retention Schedule

Year-end financial statements and related reports	Annual audited financial statements and related reports, journal entries and supporting documents, certificate of participation records/bonds	Permanent
Human Resources		
Employee accident and injury records	Accident files, employee injury (first aid) files	7 years
Employee benefit records	Tuition reimbursement, COBRA documentation, Section 125 documentation	7 years
Employee HR records	Disciplinary action log, employee workforce data, grievances & arbitrations, negotiations, complaint summary logs	Permanent
Employee recruitment records	Classification studies, class specifications, recruitment files, wage and salary data, acquisition records	7 years
Equal employment opportunity plan	Equal employment opportunity plan	Until replaced
Insurance benefits records	Insurance contracts, life insurance documentation, health insurance documentation	Life of policy + 3 years
Payroll records	Payroll registers, tickler files, timecards, vacation requests, family/medical leave requests	7 years
Payroll records	Payroll direct deposit records, CALPERS reports, Form 941 quarterly reports, payroll history YTD totals report, year end clearing/closing reports	Permanent
Personnel files	Personal and professional files of Executive Officer, deputies and staff. <u>Air District employees, including</u> disciplinary support files <u>and,</u> discrimination complaint files	Last day of employment + <u>47</u> years
<u>Personnel files</u>	<u>Application files for applicants for employment at the Air District</u>	<u>Date of hiring decision + 4 years</u>
Tax records	457 deferred comp documents, W2, W2 reports, transmittal of W2	7 years
Training records	Training program files, employee training completion records	Permanent

Incentives

Grant files	Program audit documents, program eligibility guideline documents; grant application, review and decision documents; grant program financial records; grantee monitoring documents; internal activity and tracking documents; project audit documents	End of project + 5 years
I-Bond grant records	I-Bond grant files	35 years
Reports to CARB/EPA	Grant reports to CARB/EPA	7 years
Vehicle Buy Back program	Vehicle Buy Back program - copies of vehicle eligibility documents provided to District for review	3 years

Information Systems

IT system backups	System backups	Until replaced
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Legal

Legal records	Comments on legislative, administrative and hearing board matters	7 years
Legal records	Litigation-pleadings and orders, settlement agreements, opinions and advice files, rule interpretations/opinions, civil enforcement case records	Permanent

Permitting

Data update forms	Responses to facility data update questionnaires	Data entry + 3 years
EPA grants	EPA 105 grant documents	Final report + 3 years
Permit application records	Authority to Construct documents, Permit to Operate documents, banking documents, registration documents, application forms, permit exemptions	Life of facility or emission reduction credit + 7 years
Permit advisories	Advisories regarding permitting	7 years
Plant (facility) files	Permit documents, ownership/facility status records, emission-related documentation, regulatory plan submittals, source data forms	Life of facility + 7 years
Reports to CARB/EPA	Engineering reports to CARB/EPA	7 years
Toxics Hotspots records	Toxics emissions inventory reports, risk assessments	Life of facility + 7 years

Planning

Air quality plans	State and federal air quality plans and supporting documentation, including emission inventory and modeling records, environmental and socioeconomic review documents, and any associated plan-related reports to ARB or EPA	Permanent
CEQA records	CEQA comments as responsible agency or commenting agency	7 years
Emission inventory records	Final emission inventory reports and supporting material for greenhouse gases, criteria pollutants, and toxic air contaminants; emission inventory annual reports submitted to ARB CEIDARS database	Permanent

Public Relations and Outreach

Annual reports	Annual reports	Permanent
Community meeting records	Community outreach community meeting files and resource team records	7 years
Mailing lists	Mailing lists	Until replaced
News media records	News releases and clips	Permanent
Outreach documents	Brochures	Until replaced
Publications	Newsletters and other publications	7 years
Requests from public	Requests for general information, requests for publications, requests for speakers	3 years

Rulemaking

Rules and regulations	All versions of rules and regulations that were adopted or made available to the public; rule development files and any associated economic or environmental analyses	Permanent
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BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: July 5, 2023

Re: Participation in Community Air Protection Program Implementation Funds Fiscal
Year 2022-2023

RECOMMENDED ACTION

Recommend the Board of Directors adopt a resolution to:

1. Approve the Air District's acceptance of the Fiscal Year Ending (FYE) 2022-2023, Community Air Protection Program implementation funds; and
2. Authorize the Executive Officer/APCO to execute all necessary agreements with the California Air Resources Board (CARB) to accept the funding and implement the program.

BACKGROUND

The Budget Act of 2022 provides funds for CARB to allocate to local air quality districts for expenses related to implementation of AB 617 (C. Garcia, Chapter 136, Statutes of 2017). The grant awards of \$9 million and \$2 million for a total of \$11 million, is consistent with the allocation recommended by the California Air Pollution Control Officers Association (CAPCOA), and as approved by CARB.

DISCUSSION

CARB has requested that the Air District's Board of Directors adopt a resolution (see Attachment) to accept this funding. Implementation funds are used to cover Air District staff costs related to AB 617 implementation, related professional services, facilitation and language access services, community monitoring, and community stipends and support for community organizations. This funding also covers the agency's administrative and indirect costs associated with administering the 617 program.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The Community Air Protection Program (CAPP) FYE 2022 - 2023 funds will support the Air District’s ongoing AB 617 implementation program, which is included in the Air District’s FYE 2024 General Fund Budget.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Christy Riviere
Reviewed by: Suma Peesapati

ATTACHMENTS:

- 1. Draft Resolution Accepting Community Air Protection Program Implementation Funds from the California Air Resources Board

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

RESOLUTION No. 2023 - XX

**A Resolution of the Board of Directors of the Bay Area Air Quality Management District
Accepting Community Air Protection Program Implementation Funds
from the California Air Resources Board**

WHEREAS, the California Legislature provides funds for the California Air Resources Board (CARB) to allocate to local air quality districts;

WHEREAS, Assembly Bill 617 (C. Garcia, Chapter 136, Statutes of 2017) directs air districts to implement a Community Air Protection Program;

WHEREAS, the Bay Area Air Quality Management District (District) has been approved by CARB for two grants under the Community Air Protection Program for Fiscal Year 2022-2023;

WHEREAS, CARB requires the local air districts to accept Community Air Protection Program implementation funds via approval by the Board of Directors to accept such grant of funds;

WHEREAS, CARB will award two grants, one for \$9,000,000 and one for \$2,000,000, for a total amount of \$11,000,000 for Fiscal Year Ending 2022- 2023.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors hereby approves the District's acceptance of the Fiscal Year Ending 2022-2023 Community Air Protection Program Implementation funds, to be awarded to eligible District projects in accordance with the CARB Community Air Protection Program guidelines.

BE IT FURTHER RESOLVED, the Executive Officer / Air Pollution Control Officer is hereby authorized and empowered to execute on behalf of the District all necessary agreements with CARB to implement and carry out the purposes of this resolution.

* * * * *

The foregoing resolution was duly and regularly introduced, passed and adopted at a regular meeting of the Board of Directors of the Bay Area Air Quality Management District on the Motion of Director _____, seconded by Director _____, on the ____ day of _____, 2023 by the following vote of the Board:

AYES:

NOES:

ABSENT:

John J. Bauters
Chairperson of the Board of Directors

ATTEST:

Lynda Hopkins
Secretary of the Board of Directors

DRAFT

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: July 5, 2023

Re: Report of the Stationary Source and Climate Impacts Committee Meeting of June 21,
2023

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

None.

DISCUSSION

The Stationary Source and Climate Impacts Committee met on Wednesday, June 21, 2023, and approved the minutes of May 10, 2023.

The Committee then reviewed and discussed the staff presentation *Health and Equity Assessments for Rulemaking*.

The Committee then reviewed and discussed the staff presentation *Overview of Socioeconomic Analyses for Air District Rulemaking*.

The next meeting of this committee will be on Wednesday, July 12, 2023, at 10:00 a.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will also be webcast for members of the public. This concludes the report of the Stationary Source and Climate Impacts Committee.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Marcy Hiratzka
Reviewed by: Vanessa Johnson

ATTACHMENTS:

1. Stationary Source and Climate Impacts Committee June 21, 2023 Meeting Memorandums

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: June 21, 2023

Re: Health and Equity Assessments for Rulemaking

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

To provide supplemental information on the benefits of proposed rule amendments, Air District staff have applied modeling-based methods to quantify reductions in health impacts from reduced air pollution emissions. Modeling-based methods have also been applied to quantify the changes in the equity of impacts resulting from the proposed rule changes. In such cases, equity was evaluated in terms of population exposures, and exposures per capita, for Bay Area residents across subgroups of race and ethnicity. Recent examples of such modeling-based methods are presented and discussed as options for future rule development efforts so that the Board of Directors and the public understand the health and equity benefits of proposed new or amended regulations.

DISCUSSION

Air quality models can be applied to provide a link between air pollution emissions, which rules and regulations reduce, and exposures and health impacts, which are more immediately relevant to public concerns.

One example of the application of modeling was the supplemental information developed to support amendments to Regulation 6, Rule 5: Particulate Emissions from Petroleum Refinery Fluidized Catalytic Cracking Units (Rule 6-5). The Air District conducted modeling analyses to assess the air quality and health impacts of fine particulate matter (PM_{2.5}) emissions from two Bay Area refineries that would be required to implement additional PM_{2.5} emissions controls. Applying the U.S. EPA's health benefits model (BenMAP), Air District staff found that the proposed rule amendment would avoid between 2.6 and 5.9 premature deaths annually. Health benefits evaluated also included reductions in many non-fatal adverse health outcomes, such as heart attacks, strokes, and asthma exacerbations and symptoms. Overall, the modeled annual valuations of health benefits were found to be between \$26 million to \$59 million for residents

living near the refineries. The range in estimates was due to the application of different options within BenMAP for health impact functions, which link PM2.5 concentrations to health outcomes.

The assessment of the equity benefits from amendments to Rule 6-5 found that Hispanic/Latino and African American/Black residents are exposed to more PM2.5 per capita for the two refineries modeled (the Chevron Richmond Refinery and the Martinez Refining Company). Emissions from modeled refinery sources other than fluidized catalytic cracking units covered by Rule 6-5 were found to drive most of these disparities.

Similar methods were applied in support of amendments to Regulation 9, Rule 4: Nitrogen Oxides from Fan Type Residential Central Furnaces (Rule 9-4) and Regulation 9, Rule 6: Nitrogen Oxides Emissions from Natural Gas-Fired Boilers and Water Heaters (Rule 9-6). These rules introduce a zero-NOx requirement and, given the current development trajectory of such equipment, would likely encourage adoption and development of electric technology for Bay Area building appliances and eliminate combustion emissions from these Bay Area building appliances.

Modeled benefits of eliminating primary and secondary PM2.5 generated by natural gas-fired combustion from the building appliances targeted by proposed amendments to Rules 9-4 and 9-6 included avoiding 37 to 85 premature deaths annually. Health benefits also included reductions in many non-fatal adverse health outcomes, such as heart attacks, strokes, and asthma onset (new cases of asthma) and symptoms. The modeled total annual valuation of health benefits was between \$400 to \$890 million. Modeling indicated that the largest reductions in PM2.5 exposure would accrue to the Bay Area's Asian/Pacific Islander population. The counties most affected by these sources, like Santa Clara, tend to be a higher percent Asian/Pacific Islander. This explained most of the regional pattern across the Bay Area. Within individual counties, modeling results were found to differ, but it was always people of color who experienced the greatest benefit.

To conclude this agenda item, staff will engage Committee members in a discussion of the types of future rule development efforts where similar modeling-based assessments of health and equity may be usefully applied.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Song Bai and Phil Martien
Reviewed by: Greg Nudd

ATTACHMENTS:

None

STATIONARY SOURCE AND
CLIMATE IMPACTS COMMITTEE
MEETING OF 06/21/2023

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: June 21, 2023

Re: Overview of Socioeconomic Analyses for Air District Rulemaking

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

The Bay Area Air Quality Management District is responsible for creating and modifying rules and regulations that cover sources of pollution that fall within the Air District's regulatory authority. California Health and Safety Code section 40728.5 requires that the Air District consider the socioeconomic impact of rules and rule amendments brought before the Board of Directors for adoption. Section 40728.5 includes requirements for the Board of Directors to actively consider the socioeconomic impact of these rules and regulations and to make a good faith effort to minimize the socioeconomic impacts, and includes details on the socioeconomic impacts to be considered.

DISCUSSION

The purpose of this presentation is to provide the Committee and the public with an overview of the socioeconomic impact analyses conducted for Air District rulemaking activities. This includes an overview of the related statutory requirements, as well as examples and details of the types of information, assessments, and tools used in these analyses.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: David Joe and Leonid Bak

Reviewed by: Elizabeth Yura

ATTACHMENTS:

None

STATIONARY SOURCE AND
CLIMATE IMPACTS COMMITTEE
MEETING OF 06/21/2023

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: July 5, 2023

Re: Report of the Community Equity, Health, and Justice Committee Meeting of June 21,
2023

RECOMMENDED ACTION

Accept and file this report of the Committee meeting of June 21, 2023. The Board of Directors will consider the recommendations from this Committee meeting in a subsequent agenda item at today's meeting, after receipt of the Committee Report.

BACKGROUND

None.

DISCUSSION

The Community Equity, Health & Justice Committee met on Wednesday, June 21, 2023, and approved the minutes of May 17, 2023.

The Committee then received and discussed the presentation *Vote on the Community Advisory Council Charter*, given by Council Member William Goodwin. The Committee recommends the Board:

1. Adopt the revised proposed Community Advisory Council Charter, including additional changes discussed at the Committee meeting (proposed by Committee members).

The Committee then received and discussed the staff presentation *Vote to Consider Recommending to the Board of Directors for Approval of a Resolution Establishing a Governance Structure for the Community Advisory Council*. The Committee recommends the Board:

1. Adopt the proposed resolution establishing a governance structure for the Community Advisory Council.

The Committee then received the staff presentation *Incentive Programs Targeting Mobile Heavy-Duty Sources for Community Health*.

Finally, the Committee received the *Overview of the May 18, 2023, Community Advisory Council Meeting*, given by the Co-Chairpersons of the Council.

The next meeting of the Community Equity, Health & Justice Committee will be Wednesday, July 19, 2023, at 1:00 p.m., at 375 Beale Street, San Francisco, CA, 94105. The meeting will also be webcast for members of the public. This concludes the Chair Report of the Community Equity, Health & Justice Committee.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Marcy Hiratzka
Reviewed by: Vanessa Johnson

ATTACHMENTS:

1. Community Equity, Health and Justice Committee June 21, 2023, Meeting Memorandums

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: June 21, 2023

Re: Consider Recommending to the Board of Directors Adoption of the Community
Advisory Council (CAC) Charter

RECOMMENDED ACTION

This is an action item to consider recommending the Community Advisory Council (CAC) Charter to the Board of Directors for approval.

BACKGROUND

The Draft Charter was presented to the CAC during the January 19, 2023, CAC Meeting and CAC members had the opportunity to submit edits to the Draft Charter by February 10, 2023. The CAC Governance Ad Hoc Committee updated the Charter with changes provided by CAC members. An updated version of the Charter was presented at the March 16, 2023, CAC meeting. During the March 16, 2023, CAC Meeting, CAC members edited the Charter and approved recommending the CAC Charter to the Community, Equity, Health, and Justice Committee. Since the March 16, 2023, Meeting, Air District Board leadership and the CAC proposed additional revisions to the CAC Charter.

DISCUSSION

On April 26, 2023, the CAC Co-Chairs met with the Governance Ad Hoc Committee to discuss the Air District Board leadership's proposed revisions and jointly agreed to bring back the updated Charter for CAC consideration. During the May 18, 2023, CAC meeting, the CAC voted to recommend the updated CAC Charter to the Community, Equity, Health, and Justice Committee and the Board of Directors for approval.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Lisa Flores and Miriam Torres
Reviewed by: Veronica Eady

ATTACHMENTS:

1. Community Advisory Council Charter - Redlined; May 18, 2023 Meeting Version

COMMUNITY EQUITY, HEALTH
AND JUSTICE COMMITTEE
MEETING OF 06/21/2023

Community Advisory Council Charter

1.1 Purpose

The Bay Area Air Quality Management District (Air District) Board of Directors approved the formation of the Community Advisory Council (CAC) on Nov. 17, 2021. The Community Equity, Health, and Justice Committee (CEHJ) of the Air District selected the slate of candidates and recommended establishing the CAC on Nov. 4, 2021. The purpose of the CAC is to use environmental justice principles to provide guidance to the Board of Directors on programs and policies that impact overburdened communities within the Air District's jurisdiction to ensure the fair treatment of all persons living in those communities. The CAC will use environmental justice principles to identify and inform planning and decision making with the goal of mitigating and remedying projected disproportionate impacts of air pollution exposures and reducing health risks and inequities associated with poor air quality for people who live, work, and play in already vulnerable and historically marginalized, [overburdened communities](#). The CAC will aim to meaningfully engage impacted communities to represent and address stakeholders' interests. The CAC advises Air District leadership on community-related matters to advance an equity-forward policy agenda.

Definitions:

- Environmental justice: The State of California defines **environmental justice** as “the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies.” (California Government Code §65040.12(e).) According to the U.S. Environmental Protection Agency “**fair treatment**” means “no group of people should bear a disproportionate share of the negative environmental consequences resulting from industrial, governmental and commercial operations or policies.” (Guidance on Considering Environmental Justice During the Development of a Regulatory Action).
- Overburdened community: an area located within a census tract identified by the California Communities Environmental Health Screening Tool (CalEnviroScreen), Version 4.0, as having an overall CalEnviroScreen score at or above the 70th percentile, or within 1,000 feet of any such census tract.¹

¹ Bay Area Air Quality Management District, *Regulation 2, Permits, Rule 1, Section 2-1-243*.
[https://www.baaqmd.gov/~media/dotgov/files/rules/reg-2-permits/2021-](https://www.baaqmd.gov/~/media/dotgov/files/rules/reg-2-permits/2021-)

- Meaningfully engage: Meaningfully involving impacted communities is essential to addressing environmental justice. According to the U.S. Environmental Protection Agency, *meaningful involvement* means “(1) people have an opportunity to participate in decisions about activities that may affect their environment and/or health; (2) the public’s contribution can influence the regulatory agency’s decision; (3) community concerns will be considered in the decision-making process; and (4) decision makers will seek out and facilitate the involvement of those potentially affected.” (Guidance on Considering Environmental Justice During the Development of a Regulatory Action).

The CAC will utilize the [17 Principles of Environmental Justice](#) and [Jemez Principles for Democratic Organizing](#), which are both available on the Air District website and hereinafter incorporated by reference in Appendix A.

1.2 Mission Statement

The CAC believes in protecting the fundamental right to clean air for all communities. We aim to provide access to meaningful community engagement and bring community priorities into focus at the Air District. We are committed to democratic decision making and achieving equitable solutions to the impacts of air pollution and the polluting economy. We prioritize solutions that can be applied to more than one community. We are dedicated to eliminating pollution threats both upstream and downstream, standing in solidarity, sharing power and resources, and listening to and amplifying voices from communities that are the most impacted and overburdened.

1.2.1 Goals

The goals of the CAC are as follows:

- To provide representation on behalf of [all communities, including](#) overburdened communities to the Air District Board of Directors.
- To serve as a liaison between the community and the Air District Board of Directors and staff to influence decisions, policies, procedures, and processes to ensure equity, inclusion, civil rights, and environmental justice.

1.2.2 Guiding Principles

CAC members will provide independent and objective advice and be committed to the following principles:

- a. Laying a solid foundation for successful, future CAC members and ensuring long-term sustainability of the CAC’s commitment to environmental justice.

- b. Elevating voices and advocating for communities who are not currently being represented or heard.
- c. Building a deep, authentic, and mutually accountable relationship among CAC members.
- d. Helping CAC members value, actualize, and institutionalize environmental justice principles throughout all CAC practices.
- e. Being recognized as partners in the fight to define how we mitigate the impacts of climate change and air pollution exposure to reduce health risks and inequities associated with poor air quality.
- f. Using influence, expertise, and privilege to protect our communities.
- g. Identifying gaps in underrepresented, community-led² decision making, and avenues for well-compensated opportunities for people in the Black, Indigenous, and People of Color (BIPOC) communities.
- h. Striving to include cultural competence.
- i. Acknowledging that one methodology does not apply to all communities and seeking to address the conditions in each community as needed. Utilizing and applying resources and tools based on those differences.
- j. Maintaining impartiality, fairness, and respect for all CAC members and the communities we represent.

1.2.3 Civility

The members of the CAC promote authentic respect for others and strive to see common ground in order to produce our best work for the CAC and the communities that we represent. We are committed to a conscious demonstration of mutual respect — for people, their roles, and their knowledge and expertise. We seek to create a safe environment where diverse viewpoints will be heard and considered. To that end, members of the CAC will act with respect and civility when interacting with each other, the Air District Board of Directors, staff, and members of the public.

Behavior which violates the CAC’s commitment to respect and civility includes, but is not limited to, yelling, cursing, interrupting, humiliating, threatening, and all forms of harassment.

Any violations of this provision will be handled as stated in the Conflict Resolution section below.

1.2.4 Conflict Resolution

In the event that a conflict or behavior arises that violates the CAC’s commitment to respect and civility between CAC members and/or between CAC members and Air District staff, regarding CAC matters:

² Underrepresented community-led: *Underrepresented community* is used to describe those who have been historically and are still systematically excluded from political and policy-making processes, which includes many disadvantaged and vulnerable communities.

Step 1: CAC members agree to work in a collaborative fashion and strive for consensus on the issues before they are brought to the CAC.

Step 2: In the event of an impasse or conflict that continues or becomes an official complaint (sent via email to the Co-Chairs and CAC team staff serving as the in-house mediators), the Co-Chairs and CAC Team Staff shall work with the members in conflict first as in-house mediators.

Step 3: If there continues to be an impasse between CAC Members and/or between CAC Members and Air District staff, those concerned will work with the APCO to reach an agreement.

Step 4: If agreement or resolution cannot be reached with staff or the APCO, a mutually agreed upon third-party mediator will be utilized to resolve the conflict and provide a recommended action to the Board.

In the event of a conflict on agenda items, CAC members can agree to postpone the action or agenda item for discussion until the next meeting, from the date the issue arises, to allow for the Co-Chairs and CAC team staff to help resolve the issue. If during the meeting the facilitator cannot help the CAC reach an agreement, then the action or agenda item in question will not proceed.

Individual members cannot be compelled to participate in any action to which they do not agree. Individual members may abstain from participation in a decision when they believe it would be inappropriate for them to participate in that action or decision.

1.3 Leadership

In 2022, the CAC approved a three Co-Chair model. The leadership model may be amended based on needs expressed by the CAC **and approved by the board, -but shall be no more than three Co-Chairs at a time.**

Commented [A1]: Text edited during 3/16 CAC Meeting by majority vote is highlighted in grey.

1.3.1 Duties of Leadership

- a. The Co-Chairs shall preside over bi-monthly meetings of the CAC in rotation.
 - I. Presiding over a meeting requires a Co-Chair to open, manage, and adjourn meetings, and to adjust the set order of speakers in collaboration with the facilitator and Air District staff.
 - II. In the event the Co-Chair scheduled to preside over the meeting is absent or unable to perform their duties, the Co-Chair scheduled to preside next shall preside over the meeting and perform all chair duties.

- b. The Co-Chairs shall oversee the preparation and distribution of the agenda and materials for the CAC meetings.
- c. The Co-Chairs shall work with Air District staff and the CAC meeting facilitator to plan, structure, and coordinate CAC meetings.
- d. The Co-Chairs shall attend and provide updates to the Air District Board of Directors as needed and/or requested and interact with the Air District Board of Directors in representation of overburdened communities within the nine Bay Area counties, and on behalf of the CAC members.
- e. The Co-Chairs shall oversee activities of the ad hoc committees.
- f. The Co-Chairs shall perform all other necessary and incidental duties as prescribed by the CAC Charter.
- g. The Co-Chairs shall communicate with each other, divide work, and share information and updates in a timely manner.
- h. The Co-Chairs shall address conflict within the CAC membership and leadership.
- i. The Co-Chairs shall ensure that CAC decisions are made in a democratic, equitable, and timely manner.
- j. The Co-Chairs shall represent the CAC at the Budget Committee and provide feedback on the Air District's budget.
- k. The Co-Chairs shall work with Air District staff to define and oversee the CAC's annual budget.
- l. The Co-Chairs shall understand and adhere to the Brown Act and Robert's Rules of Order.

1.3.2 Leadership (Co-Chairs) Terms of Office

~~Leadership shall hold office for two (2) years. When more than two (2) Co-Chairs are selected, the terms of office shall be staggered as set forth below.~~

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1.3.3 Terms of Leadership

~~In the event that the CAC selects three (3) Co-Chairs, two (2) Co-Chairs shall be appointed for two (2) years, and one (1) Co-Chair shall be appointed for one year. The names will be randomly chosen by Air District Staff to determine which position shall be in the term of two (2) years and which position is appointed for one (1) year.~~

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Leadership is appointed for a two (2) year ~~or one (1) year~~ term and no member may serve for more than two, 2-year terms consecutively.

1.3.4 Election of Leadership (Co-Chairs)

The inaugural leadership of three (3) Co-Chairs was elected at the second meeting of the CAC.

If a leadership position becomes vacant, that position must be filled within two meetings after the vacancy occurs. The leadership position shall be filled through a nomination, selection, and voting process. The process will be as follows:

- Members seeking a vacant leadership position shall submit an essay, which provides a summary of their background and outlines the reasons they seek the position. The full CAC shall be presented with the essays 72 hours in advance of the meeting in which the CAC will vote on each prospective candidate. The candidate receiving the majority of the votes will be selected to fill the vacant leadership position.

1.4 CAC Members

1.4.1 Composition of the CAC

The initial membership of the CAC, including Co-Chairs, shall be composed of seventeen (17) members who live or work in from overburdened communities in California, as follows:

- Four (4), Alameda County
- Four (4), Contra Costa County
- One (1), San Francisco County
- One (1), San Mateo County
- Two (2), Santa Clara County
- One (1), Solano County
- Two (2), at-large
- Two (2), youth

Youth are considered to be individuals between the ages of 14 and 24 at the beginning of their term.

Regarding at-large member seats, priority should be given to individuals living or working in Marin, Napa, or Sonoma counties or individuals with special expertise, such as wildfire management.

Also, diversity, equity, and inclusion on the CAC are highly valued.

1.4.2 Duties of Members

CAC members shall fully participate in bi-monthly meetings and be fully engaged during discussion. The CAC members shall also review materials prior to meetings and come prepared for engaged discussion, active listening, and respectful dialogue. Meeting preparation includes attending required trainings defined below and other trainings as planned by the Co-Chairs or suggested by the CAC. Further, CAC members shall perform all other duties as prescribed by this Charter.

All Members, except CAC leadership, are expected to join at least one ad hoc committee every year to ensure a balance of work for what the CAC has to accomplish, if their schedule allows. Council Members will vote during the first meeting on a time and day for a meeting that works best for the majority. Staff will provide an orientation of the expectations related to the CAC membership requirements.

1.4.2.1 Mandatory Annual Trainings

CAC members and leadership shall attend and participate in four (4) mandatory annual trainings as follows:

- Brown Act Training: The Brown Act is a California law that guarantees the public's right to attend and participate in meetings of local legislative bodies.
- Robert's Rules of Order Training: Robert's Rules, widely known as parliamentary procedure, was developed to ensure that meetings are fair, efficient, democratic, and orderly.
- Civility Training: Civility is an essential aspect of every work environment to create and maintain a fair and professional culture. This civility training is designed to teach CAC members the norms of acceptable conduct and how to identify, prevent, and respond professionally to situations of incivility.
- Team building and conflict resolution training.

Additionally, CAC members shall complete an ethics training course within the first year of their term and are required to take follow-up training biannually.

1.4.2.2 Virtual, Hybrid, and In-Person Meetings

In 2022, the CAC attended meetings virtually. As of March 2023, the CAC will meet in person at a location within the nine-county Bay Area with a required quorum of 9 out of 17 members. CAC members may attend remotely under specific circumstances outlined in the Brown Act and AB 2449 and in the Attendance section of this document.

CAC members, and members of the public with disabilities, who need accommodations consistent with Section 504 of the Rehabilitation Act to have equal opportunities to participate in CAC meetings should contact Air District staff.

Reimbursements for travel are outlined in the CAC's Compensation Policy and Procedures.

1.4.3 Members Terms of Office

CAC Members apply or reapply for either a two-year term or a four-year term. CAC Members are limited to serving a total of eight (8) years. This will ensure that others have the opportunity to participate in the CAC and that there is continuity of County or institutional knowledge. The inaugural CAC will serve for four (4) years with the ability to reapply.

1.4.3.1 Appointment of Members

The CAC members are appointed by the Board of Directors. Vacancies are to be filled by the Board of Directors as described in the following process. ~~The CEHJ shall provide guidance on selection criteria and on prospective CAC members.~~ The CAC shall create a CAC Selection Ad Hoc Committee, which may include at least one CEHJ member or other Board member chosen by the Board Chair, to recommend a candidate or slate of candidates to the Community Equity, Health and Justice Committee (CEHJ), according to the guidance provided by the CEHJ. ~~The CEHJ shall appoint a liaison to provide Board recommendations on selection criteria and on prospective CAC members.~~ The candidates approved by the CEHJ Committee will be recommended ~~routed~~ to the Board of Directors for final approval.

The CAC Selection Ad Hoc will be tasked with developing criteria for the selection of candidates, according to the guidance developed by CEHJ. Priority should be given to individuals from Bay Area communities overburdened by air pollution, environmental justice communities, and/or those with a history of partnering with environmental justice communities.

1.5 Standing Committees and Ad Hoc Committees

Upon approval by a majority of its members, the CAC may form committees to advise the CAC on its ongoing functions. The committees shall be composed of members of the CAC. Committee members shall vote on committee leadership during the first meeting.

1.5.1 Standing Committees

A standing committee is considered a legislative body and is subject to Brown Act requirements of staffing support, if budget allows. A committee is considered “standing,” irrespective of its composition, if it has a continuing subject-matter jurisdiction, or a meeting schedule fixed by charter, ordinance, resolution, or formal action of a legislative body.

1.5.2 Ad Hoc Committees

An ad hoc committee is an advisory committee composed of less than a quorum of members, which will serve for a limited term or single purpose. After the duties of the ad hoc committee are accomplished, and presented to and approved by the CAC, the ad hoc committee will be dissolved. The ad hoc committees will aim to complete their task(s) within six months of assignment.

Furthermore, ad hoc and standing committees shall follow the following guidelines:

1. Limitations: A CAC member cannot simultaneously participate on more than two ad hoc committees, although they can be placed as an alternate on a third committee. This will ensure that all CAC members have an equal opportunity to make their voices heard and exercise their skills and expertise.
2. Commitment: Once selected, CAC members must serve their full term on an ad hoc and/or standing committee. A CAC member cannot abandon their commitment to an ad hoc or standing committee to join another committee.
3. Accountability: Council Members with a track record that matches the attendance requirement set forth above for Ad Hocs or Standing Committees, will be placed as alternates if they wish to participate in another committee.
4. Priority: CAC members not participating on an ad hoc or standing committee will be given priority to serve on newly formed committees (i.e., ad hoc or standing). After which, CAC members currently participating in one (1) committee will be given preference. Lastly, CAC members serving on two (2) committees will be placed as alternates until one of their current ad hoc committees completes its assigned task and is dissolved.
5. Exceptions: The CAC may create an Ad Hoc Committee if an emergent topic or situation demands it, which may require exceptions that supersede the limitations and commitments outlined above. The emergency Ad Hoc Committee will remain active until the mission or task is accomplished.

1.5.2.1 Work Plan Ad Hoc Committee

The CAC will form a CAC Work Plan Ad Hoc Committee annually to set the CAC's work plan and schedule each year. The CAC Work Plan Ad Hoc Committee will identify several priority areas to adhere to and will establish appropriate criteria measures. CAC

Members, Community Members, Air District Staff, and the Air District Board will have the opportunity to recommend agenda items of potential relevance to the CAC for inclusion in the work plan. Once dissolved, CAC Co-Chairs are responsible for implementing the work plan and reserve the right to amend the work plan in an emergency or emergent situation, as defined in the *Setting Agendas* section on page 13.

1.5.2.2 Governance Ad Hoc Committee

In 2022, the CAC formed a CAC Governance Ad Hoc Committee to develop the CAC's governance agreement. The CAC hereby presents the CAC's Charter, which sets forth the mission, goals, scope, rules, and actions applicable to the CAC and CAC membership. Once the mission is accomplished, presented to and adopted by a quorum of the CAC, and approved by the Board of Directors, the Governance Ad Hoc Committee will be dissolved.

The CAC Governance Ad Hoc Committee may be reestablished with a new slate of CAC members to review, revise, and/or propose amendments. Any revisions to the existing charter shall be presented and discussed by the CAC and recommended for approval by the Air District Board of Directors.

1.6 Community Engagement

The CAC will aim to engage the community in the following ways:

- Bi-annual newsletter, which includes items that have been addressed, future meeting dates and agendas, success stories, and ways to engage with the CAC
- CAC web page
- CAC meetings
- Outreach events or workshops hosted by CAC members or the Air District
- Bi-monthly community meetings led by the Compliance and Enforcement Division of the Air District

1.7 Meetings

1.7.1 Facilitation of Meetings

An external professional meeting facilitator will be hired to assist the CAC with bimonthly CAC meetings, if budget allows. For 2022-2023, a facilitator was hired through a competitive process with participation of CAC members. The external facilitator works directly with the CAC leadership to plan and execute the meeting plan in consultation with Air District staff. The facilitator will keep the meetings on track with guidance from the Co-Chairs and will enforce the following meeting expectations and ground rules for CAC members:

- The first expectation is **preparation**: Come prepared for meetings and review all documents that the CAC will discuss.
- Second, is **communication and language**: Communicate with respect and be mindful of individual speaking time so that everyone has the opportunity to speak in meetings. Personal attacks will not be tolerated. Zoom meetings are publicly accessible, so CAC members are expected to conduct themselves accordingly.
- Third, is **distractions**: Avoid distractions and stay present. Active listening is imperative to ensure that members understand other people's viewpoints.
- Fourth, is **timing**: Respect time agreements and stay on topic.
- Finally, **facilitation**: The facilitator will intervene to keep the conversation on track and on time and will remind members of these ground rules as necessary.

The facilitator will have limited authority to open the meetings, convey the agenda item(s), confirm the meeting has quorum after the clerk takes roll call, facilitate the flow of meetings in accordance with the Brown Act and Robert's Rules of Order, maintain order, and defer to the Air District legal representative or staff if needed.

Air District staff will facilitate ad hoc committee meetings, Co-Chair meetings, and other meetings as needed. CAC members, staff, or the Co-Chairs may identify the need for facilitator or contractor support for any CAC meeting, if budget allows.

1.7.2 Regular Meetings

Regular meetings of the CAC are held on the third Thursday of every other month at 6:00 **p.m.** PT. All meetings will be held in accordance with the Brown Act. Meeting schedule is subject to change, if necessary.

1.7.3 Special Meetings

A majority of Co-Chairs or a majority of the CAC members may call special meetings, following the noticing guidelines set forth in the Brown Act.

1.7.4 Notice of Meetings

Meeting agendas and notices must be posted at the meeting site and on the Air District website in compliance with all applicable laws, including but not limited to the Ralph M. Brown Act. (Government Code Section 54950 et seq.)

Agendas and notices shall be emailed to each CAC member and any person who submits a written request to the Air District for such notice.

1.7.5 Adjournment or Cancellation of Meetings

The presiding Co-Chair or Air District staff may adjourn or cancel a meeting if a quorum will not be present or if the meeting date conflicts with a holiday. Notices of adjournment or cancellation shall be emailed to CAC members and posted at the meeting site and on the Air District [website](#).

1.7.6 Meetings of CAC Members with the Air District

CAC members that meet with Air District staff or Board of Directors, on behalf of the CAC, should inform the CAC Co-Chairs of the discussion within 72 hours of the date the meeting is held.

Action items directed to CAC leadership from CEHJ Committee or Board leadership, the CEHJ Committee, or the Board of Directors should be communicated to CAC leadership within 72 hours via memo.

~~CAC members that meet with Air District staff or Board on behalf of the CAC should report to CAC Leadership meetings. Staff should be notified 48 hours prior to the meeting to request a meeting with the Co-Chairs.~~

1.7.7 Meetings of the Ad Hoc

Ad Hoc Committee Chairs are expected to provide a monthly verbal report-out on the progress of the Ad Hoc Committees to CAC leadership. Report-outs should be a brief summary.

~~Chairs are expected to do a monthly verbal report out on the progress of the Ad Hocs with CAC leadership. Report outs should be a brief summary no longer than 5 minutes, no details of the meeting should be provided. Staff should be notified 48 hours prior to the meeting to request a meeting with the Co-Chairs. It is up to the discretion of the Co-Chairs whether to require to accept the verbal report-out during the requested meeting.~~

1.7.8 Quorum Requirements

Effective March 1, 2023, 50% plus one of CAC members (or 9 out of 17 members in 2022-2023) must be present in person to constitute a quorum and for voting to be conducted.

1.7.8.1 Action at a Meeting; Quorum and Required Vote

A quorum is required to take any official action beyond roll call and adjournment. The affirmative vote of a majority of the members of the CAC shall be required for the

approval of all substantive matters. Agenda items that require no action may still be presented and discussed without a quorum.

1.7.8.2 Voting and Abstention

CAC meetings will be conducted in compliance with the Brown Act (Government Code Section 54950 et seq.), Robert's Rules of Order, CAC Charter, and state and local laws. Participation and voting are based on Brown Act requirements and current legislation. Staff will provide an updated summary of any changes as required by law.

1.7.8.3 Conduct of Meetings

(a) All meetings shall be governed by the Ralph M. Brown Act (Government Code Section 54950 et seq.), the CAC Charter, and Robert's Rules of Order for decorum and parliamentary procedure.

(b) Cell phones shall be turned off during all CAC meetings.

(c) The Co-Chairs may issue a warning to any member of the public who is disruptive during CAC meetings. In the event of repeated disruption of any kind, the Co-Chairs shall direct the offending member of the public to leave the meeting. If the meeting is disrupted by *any* member of the public, we hold the right to remove the individual from the meeting with the assistance of security or by muting and turning off the camera of that individual.

(d) The chat feature will be unavailable for the full duration of Zoom meetings due to accessibility limitations.

1.8 Agenda Items

1.8.1 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 will have three minutes each to address the CAC. Members of the public who wish to speak on non-agenda items, will have three minutes to address the CAC. Members of the public who are speaking through an interpreter will have six minutes to address the CAC. All meetings will have a rebuttal period that allows an additional one (1) minute to any member of the public who would like to provide a rebuttal.

1.8.2 Setting Agendas

Air District staff, at the direction of the Co-Chairs, will prepare and distribute the agenda and materials for CAC meetings.

1.8.2.1 Current Agenda Setting Process:

1. A CAC member and/or member of the public may propose agenda item(s) during a CAC meeting or via email to staff.
2. Staff will track proposed agenda items and bring them to the Work Plan Ad Hoc Committee (when constituted) and the Co-Chairs.
3. The Co-Chairs will work from the work plan developed by the Work Plan Ad Hoc Committee once adopted by the CAC membership approve the items for the upcoming agenda.
4. Staff will identify presenters and draft presentation and memo (materials).
5. Staff will work with the CAC member(s) who requested the agenda item(s) to create materials as needed.
6. Staff will finalize materials.
7. Staff will send materials to Co-Chairs and the CAC member(s) who requested the agenda item for final approval.
8. Staff will update materials with final edits.
9. Executive staff will review materials.
10. Executive staff will provide edits, if needed.
11. Executive staff will route the materials for public distribution.

The Co-Chairs will work from the work plan developed by the Work Plan Ad Hoc once adopted by the CAC membership. The Co-Chairs, Staff, CAC Members or the public can make requests for new topics not included in the work plan. The Public can make requests for agenda items at CAC meetings during the Public Comment on Non-Agenda Items or by emailing staff at communityadvisorycouncil@baaqmd.gov. New additions to the work plan must be approved by majority vote of the CAC.

The Co-Chairs can amend the work plan, as needed when an emergency or emergent issue requires it. An emergency is defined as an event that impacts the health and safety of the community (i.e., flaring). An emergent issue is considered emergent if it is new and immediate action from the CAC is required (i.e., funding opportunity, legislative issue). The current work plan must be included in the materials of every CAC meeting. Changes must be noted when made.

Also, the CEHJ or Board may require advice or recommendations of the CAC on a particular matter or issue (refer to the process outlined in 1.7.6).

1.9 Conflict of Interest Policy

Conflict of interest laws prohibit CAC members or immediate family from benefiting financially from their relationship with the Air District by way of the CAC. Any CAC member, or immediate family members of CAC members, who would directly benefit financially from a contract, must recuse themselves and not be present during a vote to avoid influencing other CAC members.

1.10 Meeting Minutes

Minutes shall be taken at all regular and special CAC meetings and shall comply with all applicable laws, including but not limited to the Ralph M. Brown Act (Government Code Section 54950 et seq.) and the CAC Charter. Minutes shall be approved by the majority vote of CAC members in accordance with applicable statutes.

1.11 Land Acknowledgement

The CAC recognizes that California Native American and other communities have also faced many environmental injustices and social inequities. These issues are hereby acknowledged as part of the CAC Charter. The following CAC Land Acknowledgement will be included in all CAC meeting agendas and is available on the [CAC web page](#).

We begin by acknowledging that this land is unceded Indigenous land. The territories, or counties we represent, are of the Indigenous people. To acknowledge this history of our country — that this nation was built on genocide, the exclusion and erasure of Indigenous people — grounds our work in truth. We also acknowledge that our modern global economy was founded on the free and forced labor of enslaved Black people. And that exploited labor continuously perpetuates itself in disadvantaged communities of color, as we see in the treatment of farm workers, immigrant workers, prison labor and domestic workers. This practice of land acknowledgment calls on us to recognize our violent history that is the foundation of white supremacy, and to recognize the longstanding and ongoing resistance of People of Color to dehumanization, repression and homicide. And that the brilliance and leadership of People of Color in resistance, vision, wisdom and love be honored and recognized as we work to dismantle ongoing legacies of settler colonialism and anti-blackness.

The [Air District website](#) will be updated in preparation for each CAC meeting with materials for discussion and, after each meeting, with meeting summaries, presentations, background materials, requested information, and meeting recordings.

1.12 Dissemination of Materials

All documents, materials, and correspondence produced by or submitted to the CAC, CAC staff, or facilitator are considered public information and subject to the California Public Records Act regulations and procedures for disclosure and transparency. Information related to the operations of the CAC will be made available to the public as requested.

1.13 Public Meetings

All CAC meetings will be noticed and open to the public in accordance with the Brown Act.

1.14 Attendance

The CAC requires the active participation and attendance by members of at least 75% of all meetings during every year served. This applies to Co-Chair meetings, committee meetings, and attendance at meetings of the full CAC. CAC members will inform staff and CAC leadership of any potential absences. As of March 1, 2023, per AB 2449 teleconferencing requirements, members remotely joining CAC meetings that require a quorum must have a "just cause" or an emergency excuse approved by a majority of the CAC in order to participate and vote. CAC members joining CAC meetings remotely without a just cause or approved emergency excuse will not be able to vote and therefore will not be counted present in the meeting.

1.14.1 Absenteeism: CAC Meetings

CAC members are allowed to miss three (3) meetings in one calendar year. Continued absenteeism from CAC Meetings constitutes voluntary abandonment. After two (2) CAC meetings have been missed, staff will send a courtesy letter reminding the absent member of the attendance requirements of the CAC and warning them that they are at risk of losing their seat. Staff will be responsible for informing the Co-Chairs of absent members. Staff will inform a member that they have lost their seat on the CAC after three meetings are missed. Vacant seats on the CAC will be filled as described in the Appointment section on page 8 of this document.

1.14.2 Absenteeism: Co-Chair Meetings

Co-Chair meetings occur every week up to four hours per month.

Co-Chairs are allowed to miss three (3) meetings every two (2) consecutive months. Continued absenteeism from Co-Chair meetings constitutes voluntary abandonment. After two (2) Co-Chair meetings have been missed, staff will send a courtesy letter reminding the absent Co-Chair of the attendance requirements of the Co-Chairs and warning them that they are at risk of losing their seat. Staff will be responsible for informing the Co-Chairs and the CAC of absent Co-Chairs. Staff will inform a Co-Chair

that they have lost their seat on the CAC after three (3) meetings are missed. The Co-Chairs reserve the right to jointly adjust the schedule around the holidays.

Any vacant Co-Chair appointment shall be filled within two (2) meetings after the vacancy occurs through a nomination, selection, and voting process.

1.14.3 Absenteeism: Ad Hoc Meetings

Ad hoc meetings will generally occur every other week (biweekly).

Ad hoc committee members are allowed to miss three (3) meetings every two (2) consecutive months. Continued absenteeism from ad hoc meetings constitutes voluntary abandonment. After two (2) ad hoc meetings have been missed, staff will send a courtesy letter reminding the absent ad hoc member of the attendance requirements of ad hoc members and warning them that they are at risk of losing their seat. Staff will be responsible for informing CAC members of absent members. Staff will inform CAC members that they have lost their seat on the CAC after three (3) meetings are missed. The Co-Chairs reserve the right to jointly adjust the schedule around holidays.

Any vacant appointment of an Ad-Hoc Committee shall be filled within two (2) meetings after the vacancy occurs through a nomination, selection, and voting process.

1.15 Amendment of CAC Charter

The CAC and the Board shall revisit the Charter to make requests for amendments in January of every odd-numbered year following the Board approval of the Charter. The CAC shall provide thirty (30) days' notice for public comment before adopting any amendments to the CAC Charter.

The Community, Equity, Health and Justice Committee and the Board of Directors must approve the Charter before any changes can take effect.

1.16 Compensation

Compensation for CAC Members will be subject to attendance and in accordance with the CAC's Compensation Policy and Procedures. The CAC and the Board shall revisit the Compensation Policy and Procedures to make requests for amendments during the first month of the year of every other year. Updates to the Policy shall include a revision based on cost-of-living increase.

Appendix A

Delegates to the First National People of Color Environmental Leadership Summit held on October 24-27, 1991, in Washington, D.C., drafted and adopted these 17 principles of Environmental Justice. Since then, the principles have served as a defining document for the growing grassroots movement for environmental justice.

Environmental Justice Principles³:

- 1) **Environmental Justice** affirms the sacredness of Mother Earth, ecological unity and the interdependence of all species, and the right to be free from ecological destruction.
- 2) **Environmental Justice** demands that public policy be based on mutual respect and justice for all peoples, free from any form of discrimination or bias.
- 3) **Environmental Justice** mandates the right to ethical, balanced and responsible uses of land and renewable resources in the interest of a sustainable planet for humans and other living things.
- 4) **Environmental Justice** calls for universal protection from nuclear testing, extraction, production and disposal of toxic/hazardous wastes and poisons and nuclear testing that threaten the fundamental right to clean air, land, water, and food.
- 5) **Environmental Justice** affirms the fundamental right to political, economic, cultural and environmental self-determination of all peoples.
- 6) **Environmental Justice** demands the cessation of the production of all toxins, hazardous wastes, and radioactive materials, and that all past and current producers be held strictly accountable to the people for detoxification and the containment at the point of production.
- 7) **Environmental Justice** demands the right to participate as equal partners at every level of decision-making, including needs assessment, planning, implementation, enforcement and evaluation.
- 8) **Environmental Justice** affirms the right of all workers to a safe and healthy work environment without being forced to choose between an unsafe livelihood and unemployment. It also affirms the right of those who work at home to be free from environmental hazards.
- 9) **Environmental Justice** protects the right of victims of environmental injustice to receive full compensation and reparations for damages as well as quality health care.

³ Principles of Environmental Justice, <https://www.ejnet.org/ej/principles.html>. Accessed December 19, 2022.

10) **Environmental Justice** considers governmental acts of environmental injustice a violation of international law, the Universal Declaration On Human Rights, and the United Nations Convention on Genocide.

11) **Environmental Justice** must recognize a special legal and natural relationship of Native Peoples to the U.S. government through treaties, agreements, compacts, and covenants affirming sovereignty and self-determination.

12) **Environmental Justice** affirms the need for urban and rural ecological policies to clean up and rebuild our cities and rural areas in balance with nature, honoring the cultural integrity of all our communities, and provided fair access for all to the full range of resources.

13) **Environmental Justice** calls for the strict enforcement of principles of informed consent, and a halt to the testing of experimental reproductive and medical procedures and vaccinations on people of color.

14) **Environmental Justice** opposes the destructive operations of multinational corporations.

15) **Environmental Justice** opposes military occupation, repression and exploitation of lands, peoples and cultures, and other life forms.

16) **Environmental Justice** calls for the education of present and future generations which emphasizes social and environmental issues, based on our experience and an appreciation of our diverse cultural perspectives.

17) **Environmental Justice** requires that we, as individuals, make personal and consumer choices to consume as little of Mother Earth's resources and to produce as little waste as possible; and make the conscious decision to challenge and reprioritize our lifestyles to ensure the health of the natural world for present and future generations.

Jemez Principles⁴:

1. Be Inclusive
2. Emphasis on Bottom-Up Organizing
3. Let People Speak for Themselves
4. Work Together In Solidarity and Mutuality
5. Build Just Relationships Among Ourselves
6. Commitment to Self-Transformation

⁴ Sierra Club. *Jemez Principles*. <https://www.sierraclub.org/sites/www.sierraclub.org/files/sce/grand-canyon-chapter/misc-pdf/Jemez%20Principles%20Poster.pdf>. Accessed December 19, 2022.

Appendix B

The CAC Charter was developed using information from various sources, including:

Bay Area Air Quality Management District. *Regulation 2, Permits, Rule 1, Section 2-1-243*.
<https://www.baaqmd.gov/~media/dotgov/files/rules/reg-2-permits/2021->

California Air Resources Board. *Partnering Agreement-West Oakland Toxic Reduction Collaborative*.
(2018, February 14). https://ww2.arb.ca.gov/sites/default/files/2020-04/collaborative_partnering_agreement_west_oakland_acc.pdf. Accessed January 3, 2023.

City and County of San Francisco: *Power Plan Task Force By Laws*.
https://sfgov.org/sfc/pppcatf/index_162_2134.html?page=162. Accessed January 3, 2023

Metropolitan Transportation Commission. *Metropolitan Transportation Commission Resolution No. 3931*. (2009, November 18). https://mtc.ca.gov/sites/default/files/documents/2022-01/RES-3931_approved.pdf. Accessed January 3, 2023.

Partnering Agreement-West Oakland Toxic Reduction Collaborative "Collaboration on Call."

San Francisco Bay Conservation and Development Commission. *Environmental Justice Advisors Charter*.
<https://bcdc.ca.gov/ejwg/environmental-justice-advisors-charter.html>. Accessed January 3, 2023

San Francisco Bay Conservation and Development Commission. *San Francisco Bay Plan*.
https://www.bcdc.ca.gov/plans/sfbay_plan.html. Accessed January 3, 2023

The Bay Area Air Quality Management District. *The Path to Clean Air in the Richmond-North Richmond-San Pablo Area Community Steering Committee Charter and Participation Agreement*.
<https://www.baaqmd.gov/~media/files/ab617-community-health/richmond/ptca-charter-agreement-pdf.pdf?la=en>. Accessed January 3, 2023.

United States Environmental Protection Agency. *Guidance on Considering Environmental Justice During the Development of Regulatory Actions*. <https://19january2021snapshot.epa.gov/sites/static/files/2015-06/documents/considering-ej-in-rulemaking-guide-final.pdf>. Accessed January 3, 2023.

Community Advisory Council Charter

1.1 Purpose

The Bay Area Air Quality Management District (Air District) Board of Directors approved the formation of the Community Advisory Council (CAC) on Nov. 17, 2021. The Community Equity, Health, and Justice Committee (CEHJ) of the Air District selected the slate of candidates and recommended establishing the CAC on Nov. 4, 2021. The purpose of the CAC is to use environmental justice principles to provide guidance to the Board of Directors on programs and policies that impact overburdened communities within the Air District's jurisdiction to ensure the fair treatment of all persons living in those communities. The CAC will use environmental justice principles to identify and inform planning and decision making with the goal of mitigating and remedying projected disproportionate impacts of air pollution exposures and reducing health risks and inequities associated with poor air quality for people who live, work, and play in already vulnerable and historically marginalized, [overburdened communities](#). The CAC will aim to meaningfully engage impacted communities to represent and address stakeholders' interests. The CAC advises Air District leadership on community-related matters to advance an equity-forward policy agenda.

Definitions:

- Environmental justice: The State of California defines **environmental justice** as “the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies.” (California Government Code §65040.12(e).) According to the U.S. Environmental Protection Agency “**fair treatment**” means “no group of people should bear a disproportionate share of the negative environmental consequences resulting from industrial, governmental and commercial operations or policies.” (Guidance on Considering Environmental Justice During the Development of a Regulatory Action).
- Overburdened community: an area located within a census tract identified by the California Communities Environmental Health Screening Tool (CalEnviroScreen), Version 4.0, as having an overall CalEnviroScreen score at or above the 70th percentile, or within 1,000 feet of any such census tract.¹

¹ Bay Area Air Quality Management District, *Regulation 2, Permits, Rule 1, Section 2-1-243*.
<https://www.baaqmd.gov/~media/dotgov/files/rules/reg-2-permits/2021->

- Meaningfully engage: Meaningfully involving impacted communities is essential to addressing environmental justice. According to the U.S. Environmental Protection Agency, *meaningful involvement* means “(1) people have an opportunity to participate in decisions about activities that may affect their environment and/or health; (2) the public's contribution can influence the regulatory agency's decision; (3) community concerns will be considered in the decision-making process; and (4) decision makers will seek out and facilitate the involvement of those potentially affected.” (Guidance on Considering Environmental Justice During the Development of a Regulatory Action).

The CAC will utilize the [17 Principles of Environmental Justice](#) and [Jemez Principles for Democratic Organizing](#), which are both available on the Air District website and hereinafter incorporated by reference in Appendix A.

1.2 Mission Statement

The CAC believes in protecting the fundamental right to clean air for all communities. We aim to provide access to meaningful community engagement and bring community priorities into focus at the Air District. We are committed to democratic decision making and achieving equitable solutions to the impacts of air pollution and the polluting economy. We prioritize solutions that can be applied to more than one community. We are dedicated to eliminating pollution threats both upstream and downstream, standing in solidarity, sharing power and resources, and listening to and amplifying voices from communities that are the most impacted and overburdened.

1.2.1 Goals

The goals of the CAC are as follows:

- To provide representation on behalf of all communities, including overburdened communities to the Air District Board of Directors.
- To serve as a liaison between the community and the Air District Board of Directors and staff to influence decisions, policies, procedures, and processes to ensure equity, inclusion, civil rights, and environmental justice.

1.2.2 Guiding Principles

CAC members will provide independent and objective advice and be committed to the following principles:

- a. Laying a solid foundation for successful, future CAC members and ensuring long-term sustainability of the CAC's commitment to environmental justice.

- b. Elevating voices and advocating for communities who are not currently being represented or heard.
- c. Building a deep, authentic, and mutually accountable relationship among CAC members.
- d. Helping CAC members value, actualize, and institutionalize environmental justice principles throughout all CAC practices.
- e. Being recognized as partners in the fight to define how we mitigate the impacts of climate change and air pollution exposure to reduce health risks and inequities associated with poor air quality.
- f. Using influence, expertise, and privilege to protect our communities.
- g. Identifying gaps in underrepresented, community-led² decision making, and avenues for well-compensated opportunities for people in the Black, Indigenous, and People of Color (BIPOC) communities.
- h. Striving to include cultural competence.
- i. Acknowledging that one methodology does not apply to all communities and seeking to address the conditions in each community as needed. Utilizing and applying resources and tools based on those differences.
- j. Maintaining impartiality, fairness, and respect for all CAC members and the communities we represent.

1.2.3 Civility

The members of the CAC promote authentic respect for others and strive to see common ground in order to produce our best work for the CAC and the communities that we represent. We are committed to a conscious demonstration of mutual respect — for people, their roles, and their knowledge and expertise. We seek to create a safe environment where diverse viewpoints will be heard and considered. To that end, members of the CAC will act with respect and civility when interacting with each other, the Air District Board of Directors, staff, and members of the public.

Behavior which violates the CAC’s commitment to respect and civility includes, but is not limited to, yelling, cursing, interrupting, humiliating, threatening, and all forms of harassment.

Any violations of this provision will be handled as stated in the Conflict Resolution section below.

1.2.4 Conflict Resolution

In the event that a conflict or behavior arises that violates the CAC’s commitment to respect and civility between CAC members and/or between CAC members and Air District staff, regarding CAC matters:

² Underrepresented community-led: *Underrepresented community* is used to describe those who have been historically and are still systematically excluded from political and policy-making processes, which includes many disadvantaged and vulnerable communities.

Step 1: CAC members agree to work in a collaborative fashion and strive for consensus on the issues before they are brought to the CAC.

Step 2: In the event of an impasse or conflict that continues or becomes an official complaint (sent via email to the Co-Chairs and CAC team staff serving as the in-house mediators), the Co-Chairs and CAC Team Staff shall work with the members in conflict first as in-house mediators.

Step 3: If there continues to be an impasse between CAC Members and/or between CAC Members and Air District staff, those concerned will work with the APCO to reach an agreement.

Step 4: If agreement or resolution cannot be reached with staff or the APCO, a mutually agreed upon third-party mediator will be utilized to resolve the conflict and provide a recommended action to the Board.

In the event of a conflict on agenda items, CAC members can agree to postpone the action or agenda item for discussion until the next meeting, from the date the issue arises, to allow for the Co-Chairs and CAC team staff to help resolve the issue. If during the meeting the facilitator cannot help the CAC reach an agreement, then the action or agenda item in question will not proceed.

Individual members cannot be compelled to participate in any action to which they do not agree. Individual members may abstain from participation in a decision when they believe it would be inappropriate for them to participate in that action or decision.

1.3 Leadership

In 2022, the CAC approved a three Co-Chair model. The leadership model may be amended based on needs expressed by the CAC and approved by the Board but it shall be no more than three Co-Chairs at a time.

1.3.1 Duties of Leadership

- a. The Co-Chairs shall preside over bi-monthly meetings of the CAC in rotation.
 - I. Presiding over a meeting requires a Co-Chair to open, manage, and adjourn meetings, and to adjust the set order of speakers in collaboration with the facilitator and Air District staff.
 - II. In the event the Co-Chair scheduled to preside over the meeting is absent or unable to perform their duties, the Co-Chair scheduled to preside next shall preside over the meeting and perform all chair duties.

- b. The Co-Chairs shall oversee the preparation and distribution of the agenda and materials for the CAC meetings.
- c. The Co-Chairs shall work with Air District staff and the CAC meeting facilitator to plan, structure, and coordinate CAC meetings.
- d. The Co-Chairs shall attend and provide updates to the Air District Board of Directors as needed and/or requested and interact with the Air District Board of Directors in representation of overburdened communities within the nine Bay Area counties, and on behalf of the CAC members.
- e. The Co-Chairs shall oversee activities of the ad hoc committees.
- f. The Co-Chairs shall perform all other necessary and incidental duties as prescribed by the CAC Charter.
- g. The Co-Chairs shall communicate with each other, divide work, and share information and updates in a timely manner.
- h. The Co-Chairs shall address conflict within the CAC membership and leadership.
- i. The Co-Chairs shall ensure that CAC decisions are made in a democratic, equitable, and timely manner.
- j. The Co-Chairs shall represent the CAC at the Budget Committee and provide feedback on the Air District's budget.
- k. The Co-Chairs shall work with Air District staff to define and oversee the CAC's annual budget.
- l. The Co-Chairs shall understand and adhere to the Brown Act and Robert's Rules of Order.

1.3.2 Leadership (Co-Chairs) Terms of Office

1.3.3 Terms of Leadership

Leadership is appointed for a two (2) year term and no member may serve for more than two, 2-year terms consecutively.

1.3.4 Election of Leadership (Co-Chairs)

The inaugural leadership of three (3) Co-Chairs was elected at the second meeting of the CAC.

If a leadership position becomes vacant, that position must be filled within two meetings after the vacancy occurs. The leadership position shall be filled through a nomination, selection, and voting process. The process will be as follows:

- Members seeking a vacant leadership position shall submit an essay, which provides a summary of their background and outlines the reasons they seek the

position. The full CAC shall be presented with the essays 72 hours in advance of the meeting in which the CAC will vote on each prospective candidate. The candidate receiving the majority of the votes will be selected to fill the vacant leadership position.

1.4 CAC Members

1.4.1 Composition of the CAC

The initial membership of the CAC, including Co-Chairs, shall be composed of seventeen (17) members who live or work in overburdened communities in California, as follows:

- Four (4), Alameda County
- Four (4), Contra Costa County
- One (1), San Francisco County
- One (1), San Mateo County
- Two (2), Santa Clara County
- One (1), Solano County
- Two (2), at-large
- Two (2), youth

Youth are considered to be individuals between the ages of 14 and 24 at the beginning of their term.

Regarding at-large member seats, priority should be given to individuals living or working in Marin, Napa, or Sonoma counties or individuals with special expertise, such as wildfire management.

Also, diversity, equity, and inclusion on the CAC are highly valued.

1.4.2 Duties of Members

CAC members shall fully participate in bi-monthly meetings and be fully engaged during discussion. The CAC members shall also review materials prior to meetings and come prepared for engaged discussion, active listening, and respectful dialogue. Meeting preparation includes attending required trainings defined below and other trainings as planned by the Co-Chairs or suggested by the CAC. Further, CAC members shall perform all other duties as prescribed by this Charter.

All Members, except CAC leadership, are expected to join at least one ad hoc committee every year to ensure a balance of work for what the CAC has to accomplish, if their schedule allows. Council Members will vote during the first meeting on a time and day for a meeting that works best for the majority. Staff will provide an orientation of the expectations related to the CAC membership requirements.

1.4.2.1 Mandatory Annual Trainings

CAC members and leadership shall attend and participate in four (4) mandatory annual trainings as follows:

- **Brown Act Training:** The Brown Act is a California law that guarantees the public's right to attend and participate in meetings of local legislative bodies.
- **Robert's Rules of Order Training:** Robert's Rules, widely known as parliamentary procedure, was developed to ensure that meetings are fair, efficient, democratic, and orderly.
- **Civility Training:** Civility is an essential aspect of every work environment to create and maintain a fair and professional culture. This civility training is designed to teach CAC members the norms of acceptable conduct and how to identify, prevent, and respond professionally to situations of incivility.
- **Team building and conflict resolution training.**

Additionally, CAC members shall complete an ethics training course within the first year of their term and are required to take follow-up training biannually.

1.4.2.2 Virtual, Hybrid, and In-Person Meetings

In 2022, the CAC attended meetings virtually. As of March 2023, the CAC will meet in person at a location within the nine-county Bay Area with a required quorum of 9 out of 17 members. CAC members may attend remotely under specific circumstances outlined in the Brown Act and AB 2449 and in the Attendance section of this document.

CAC members, and members of the public with disabilities, who need accommodations consistent with Section 504 of the Rehabilitation Act to have equal opportunities to participate in CAC meetings should contact Air District staff.

Reimbursements for travel are outlined in the CAC's Compensation Policy and Procedures.

1.4.3 Members Terms of Office

CAC Members apply or reapply for either a two-year term or a four-year term. CAC Members are limited to serving a total of eight (8) years. This will ensure that others have the opportunity to participate in the CAC and that there is continuity of County or institutional knowledge. The inaugural CAC will serve for four (4) years with the ability to reapply.

1.4.3.1 Appointment of Members

The CAC members are appointed by the Board of Directors. Vacancies are to be filled by the Board of Directors as described in the following process. The CEHJ shall provide guidance on selection criteria and on prospective CAC members. The CAC shall create a CAC Selection Ad Hoc Committee, which may include at least one CEHJ member or other Board member chosen by the Board Chair, to recommend a candidate or slate of candidates to the Community Equity, Health and Justice Committee (CEHJ, according to the guidance provided by the CEHJ. The candidates approved by the CEHJ Committee will be recommended to the Board of Directors for final approval.

The CAC Selection Ad Hoc will be tasked with developing criteria for the selection of candidates, according to the guidance developed by CEHJ. Priority should be given to individuals from Bay Area communities overburdened by air pollution, environmental justice communities, and/or those with a history of partnering with environmental justice communities.

1.5 Standing Committees and Ad Hoc Committees

Upon approval by a majority of its members, the CAC may form committees to advise the CAC on its ongoing functions. The committees shall be composed of members of the CAC. Committee members shall vote on committee leadership during the first meeting.

1.5.1 Standing Committees

A standing committee is considered a legislative body and is subject to Brown Act requirements of staffing support, if budget allows. A committee is considered “standing,” irrespective of its composition, if it has a continuing subject-matter jurisdiction, or a meeting schedule fixed by charter, ordinance, resolution, or formal action of a legislative body.

1.5.2 Ad Hoc Committees

An ad hoc committee is an advisory committee composed of less than a quorum of members, which will serve for a limited term or single purpose. After the duties of the ad hoc committee are accomplished, and presented to and approved by the CAC, the ad hoc committee will be dissolved. The ad hoc committees will aim to complete their task(s) within six months of assignment.

Furthermore, ad hoc and standing committees shall follow the following guidelines:

1. Limitations: A CAC member cannot simultaneously participate on more than two ad hoc committees, although they can be placed as an alternate on a third committee. This will ensure that all CAC members have an equal opportunity to make their voices heard and exercise their skills and expertise.
2. Commitment: Once selected, CAC members must serve their full term on an ad hoc and/or standing committee. A CAC member cannot abandon their commitment to an ad hoc or standing committee to join another committee.
3. Accountability: Council Members with a track record that matches the attendance requirement set forth above for Ad Hocs or Standing Committees, will be placed as alternates if they wish to participate in another committee.
4. Priority: CAC members not participating on an ad hoc or standing committee will be given priority to serve on newly formed committees (i.e., ad hoc or standing). After which, CAC members currently participating in one (1) committee will be given preference. Lastly, CAC members serving on two (2) committees will be placed as alternates until one of their current ad hoc committees completes its assigned task and is dissolved.
5. Exceptions: The CAC may create an Ad Hoc Committee if an emergent topic or situation demands it, which may require exceptions that supersede the limitations and commitments outlined above. The emergency Ad Hoc Committee will remain active until the mission or task is accomplished.

1.5.2.1 Work Plan Ad Hoc Committee

The CAC will form a CAC Work Plan Ad Hoc Committee annually to set the CAC's work plan and schedule each year. The CAC Work Plan Ad Hoc Committee will identify several priority areas to adhere to and will establish appropriate criteria measures. CAC Members, Community Members, Air District Staff, and the Air District Board will have the opportunity to recommend agenda items of potential relevance to the CAC for inclusion in the work plan. Once dissolved, CAC Co-Chairs are responsible for implementing the work plan and reserve the right to amend the work plan in an emergency or emergent situation, as defined in the *Setting Agendas* section on page 13.

1.5.2.2 Governance Ad Hoc Committee

In 2022, the CAC formed a CAC Governance Ad Hoc Committee to develop the CAC's governance agreement. The CAC hereby presents the CAC's Charter, which sets forth the mission, goals, scope, rules, and actions applicable to the CAC and CAC membership. Once the mission is accomplished, presented to and adopted by a quorum of the CAC, and approved by the Board of Directors, the Governance Ad Hoc Committee will be dissolved.

The CAC Governance Ad Hoc Committee may be reestablished with a new slate of CAC members to review, revise, and/or propose amendments. Any revisions to the existing charter shall be presented and discussed by the CAC and recommended for approval by the Air District Board of Directors.

1.6 Community Engagement

The CAC will aim to engage the community in the following ways:

- Bi-annual newsletter, which includes items that have been addressed, future meeting dates and agendas, success stories, and ways to engage with the CAC
- CAC web page
- CAC meetings
- Outreach events or workshops hosted by CAC members or the Air District
- Bi-monthly community meetings led by the Compliance and Enforcement Division of the Air District

1.7 Meetings

1.7.1 Facilitation of Meetings

An external professional meeting facilitator will be hired to assist the CAC with bimonthly CAC meetings, if budget allows. For 2022-2023, a facilitator was hired through a competitive process with participation of CAC members. The external facilitator works directly with the CAC leadership to plan and execute the meeting plan in consultation with Air District staff. The facilitator will keep the meetings on track with guidance from the Co-Chairs and will enforce the following meeting expectations and ground rules for CAC members:

- *The first expectation is **preparation**: Come prepared for meetings and review all documents that the CAC will discuss.*
- *Second, is **communication and language**: Communicate with respect and be mindful of individual speaking time so that everyone has the opportunity to speak in meetings. Personal attacks will not be tolerated. Zoom meetings are publicly accessible, so CAC members are expected to conduct themselves accordingly.*
- *Third, is **distractions**: Avoid distractions and stay present. Active listening is imperative to ensure that members understand other people's viewpoints.*
- *Fourth, is **timing**: Respect time agreements and stay on topic.*
- *Finally, **facilitation**: The facilitator will intervene to keep the conversation on track and on time and will remind members of these ground rules as necessary.*

The facilitator will have limited authority to open the meetings, convey the agenda item(s), confirm the meeting has quorum after the clerk takes roll call, facilitate the flow of meetings in accordance with the Brown Act and Robert's Rules of Order, maintain order, and defer to the Air District legal representative or staff if needed.

Air District staff will facilitate ad hoc committee meetings, Co-Chair meetings, and other meetings as needed. CAC members, staff, or the Co-Chairs may identify the need for facilitator or contractor support for any CAC meeting, if budget allows.

1.7.2 Regular Meetings

Regular meetings of the CAC are held on the third Thursday of every other month at 6:00 p.m. PT. All meetings will be held in accordance with the Brown Act. Meeting schedule is subject to change, if necessary.

1.7.3 Special Meetings

A majority of Co-Chairs or a majority of the CAC members may call special meetings, following the noticing guidelines set forth in the Brown Act.

1.7.4 Notice of Meetings

Meeting agendas and notices must be posted at the meeting site and on the Air District website in compliance with all applicable laws, including but not limited to the Ralph M. Brown Act. (Government Code Section 54950 et seq.)

Agendas and notices shall be emailed to each CAC member and any person who submits a written request to the Air District for such notice.

1.7.5 Adjournment or Cancellation of Meetings

The presiding Co-Chair or Air District staff may adjourn or cancel a meeting if a quorum will not be present or if the meeting date conflicts with a holiday. Notices of adjournment or cancellation shall be emailed to CAC members and posted at the meeting site and on the Air District [website](#).

1.7.6 Meetings of CAC Members with the Air District

CAC members that meet with Air District staff or Board of Directors, on behalf of the CAC, should inform the CAC Co-Chairs of the discussion within 72 hours of the date the meeting is held.

Action items directed to CAC leadership from CEHJ Committee or Board leadership, the CEHJ Committee, or the Board of Directors should be communicated to CAC leadership within 72 hours via memo.

1.7.7 Meetings of the Ad Hoc

Ad Hoc Committee Chairs are expected to provide a monthly verbal report-out on the progress of the Ad Hoc Committees to CAC leadership. Report-outs should be a brief summary.

1.7.8 Quorum Requirements

Effective March 1, 2023, 50% plus one of CAC members (or 9 out of 17 members in 2022-2023) must be present in person to constitute a quorum and for voting to be conducted.

1.7.8.1 Action at a Meeting; Quorum and Required Vote

A quorum is required to take any official action beyond roll call and adjournment. The affirmative vote of a majority of the members of the CAC shall be required for the approval of all substantive matters. Agenda items that require no action may still be presented and discussed without a quorum.

1.7.8.2 Voting and Abstention

CAC meetings will be conducted in compliance with the Brown Act (Government Code Section 54950 et seq.), Robert's Rules of Order, CAC Charter, and state and local laws. Participation and voting are based on Brown Act requirements and current legislation. Staff will provide an updated summary of any changes as required by law.

1.7.8.3 Conduct of Meetings

(a) All meetings shall be governed by the Ralph M. Brown Act (Government Code Section 54950 et seq.), the CAC Charter, and Robert's Rules of Order for decorum and parliamentary procedure.

(b) Cell phones shall be turned off during all CAC meetings.

(c) The Co-Chairs may issue a warning to any member of the public who is disruptive during CAC meetings. In the event of repeated disruption of any kind, the Co-Chairs shall direct the offending member of the public to leave the meeting. If the meeting is disrupted by *any* member of the public, we hold the right to remove the individual from the meeting with the assistance of security or by muting and turning off the camera of that individual.

(d) The chat feature will be unavailable for the full duration of Zoom meetings due to accessibility limitations.

1.8 Agenda Items

1.8.1 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 will have three minutes each to address the CAC. Members of the public who wish to speak on non-agenda items, will have three minutes to address the CAC. Members of the public who are speaking through an interpreter will have six minutes to address the CAC. All meetings will have a rebuttal period that allows an additional one (1) minute to any member of the public who would like to provide a rebuttal.

1.8.2 Setting Agendas

Air District staff, at the direction of the Co-Chairs, will prepare and distribute the agenda and materials for CAC meetings.

1.8.2.1 Current Agenda Setting Process:

1. A CAC member and/or member of the public may propose agenda item(s) during a CAC meeting or via email to staff.
2. Staff will track proposed agenda items and bring them to the Work Plan Ad Hoc Committee (when constituted) and the Co-Chairs.
3. The Co-Chairs will work from the work plan developed by the Work Plan Ad Hoc Committee once adopted by the CAC membership for the upcoming agenda.
4. Staff will identify presenters and draft presentation and memo (materials).
5. Staff will work with the CAC member(s) who requested the agenda item(s) to create materials as needed.
6. Staff will finalize materials.
7. Staff will send materials to Co-Chairs and the CAC member(s) who requested the agenda item for final approval.
8. Staff will update materials with final edits.
9. Executive staff will review materials.
10. Executive staff will provide edits, if needed.
11. Executive staff will route the materials for public distribution.

The Co-Chairs will work from the work plan developed by the Work Plan Ad Hoc once adopted by the CAC membership. The Co-Chairs, Staff, CAC Members or the public can make requests for new topics not included in the work plan. The Public can make requests for agenda items at CAC meetings during the Public Comment on Non-Agenda Items or by emailing staff at communityadvisorycouncil@baaqmd.gov. New additions to the work plan must be approved by majority vote of the CAC.

The Co-Chairs can amend the work plan, as needed when an emergency or emergent issue requires it. An emergency is defined as an event that impacts the health and safety of the community (i.e., flaring). An emergent issue is considered emergent if it is new and immediate action from the CAC is required (i.e., funding opportunity, legislative

issue). The current work plan must be included in the materials of every CAC meeting. Changes must be noted when made.

Also, the CEHJ or Board may require advice or recommendations of the CAC on a particular matter or issue (refer to the process outlined in 1.7.6).

1.9 Conflict of Interest Policy

Conflict of interest laws prohibit CAC members or immediate family from benefiting financially from their relationship with the Air District by way of the CAC. Any CAC member, or immediate family members of CAC members, who would directly benefit financially from a contract, must recuse themselves and not be present during a vote to avoid influencing other CAC members.

1.10 Meeting Minutes

Minutes shall be taken at all regular and special CAC meetings and shall comply with all applicable laws, including but not limited to the Ralph M. Brown Act (Government Code Section 54950 et seq.) and the CAC Charter. Minutes shall be approved by the majority vote of CAC members in accordance with applicable statutes.

1.11 Land Acknowledgement

The CAC recognizes that California Native American and other communities have also faced many environmental injustices and social inequities. These issues are hereby acknowledged as part of the CAC Charter. The following CAC Land Acknowledgement will be included in all CAC meeting agendas and is available on the [CAC web page](#).

We begin by acknowledging that this land is unceded Indigenous land. The territories, or counties we represent, are of the Indigenous people. To acknowledge this history of our country — that this nation was built on genocide, the exclusion and erasure of Indigenous people — grounds our work in truth. We also acknowledge that our modern global economy was founded on the free and forced labor of enslaved Black people. And that exploited labor continuously perpetuates itself in disadvantaged communities of color, as we see in the treatment of farm workers, immigrant workers, prison labor and domestic workers. This practice of land acknowledgment calls on us to recognize our violent history that is the foundation of white supremacy, and to recognize the longstanding and ongoing resistance of People of Color to dehumanization, repression and homicide. And that the brilliance and leadership of People of Color in resistance, vision, wisdom and love be honored and recognized as we work to dismantle ongoing legacies of settler colonialism and anti-blackness.

The [Air District website](#) will be updated in preparation for each CAC meeting with materials for discussion and, after each meeting, with meeting summaries, presentations, background materials, requested information, and meeting recordings.

1.12 Dissemination of Materials

All documents, materials, and correspondence produced by or submitted to the CAC, CAC staff, or facilitator are considered public information and subject to the California Public Records Act regulations and procedures for disclosure and transparency. Information related to the operations of the CAC will be made available to the public as requested.

1.13 Public Meetings

All CAC meetings will be noticed and open to the public in accordance with the Brown Act.

1.14 Attendance

The CAC requires the active participation and attendance by members of at least 75% of all meetings during every year served. This applies to Co-Chair meetings, committee meetings, and attendance at meetings of the full CAC. CAC members will inform staff and CAC leadership of any potential absences. As of March 1, 2023, per AB 2449 teleconferencing requirements, members remotely joining CAC meetings that require a quorum must have a "just cause" or an emergency excuse approved by a majority of the CAC in order to participate and vote. CAC members joining CAC meetings remotely without a just cause or approved emergency excuse will not be able to vote and therefore will not be counted present in the meeting.

1.14.1 Absenteeism: CAC Meetings

CAC members are allowed to miss three (3) meetings in one calendar year. Continued absenteeism from CAC Meetings constitutes voluntary abandonment. After two (2) CAC meetings have been missed, staff will send a courtesy letter reminding the absent member of the attendance requirements of the CAC and warning them that they are at risk of losing their seat. Staff will be responsible for informing the Co-Chairs of absent members. Staff will inform a member that they have lost their seat on the CAC after three meetings are missed. Vacant seats on the CAC will be filled as described in the Appointment section on page 8 of this document.

1.14.2 Absenteeism: Co-Chair Meetings

Co-Chair meetings occur every week up to four hours per month.

Co-Chairs are allowed to miss three (3) meetings every two (2) consecutive months. Continued absenteeism from Co-Chair meetings constitutes voluntary abandonment. After two (2) Co-Chair meetings have been missed, staff will send a courtesy letter reminding the absent Co-Chair of the attendance requirements of the Co-Chairs and warning them that they are at risk of losing their seat. Staff will be responsible for informing the Co-Chairs and the CAC of absent Co-Chairs. Staff will inform a Co-Chair that they have lost their seat on the CAC after three (3) meetings are missed. The Co-Chairs reserve the right to jointly adjust the schedule around the holidays.

Any vacant Co-Chair appointment shall be filled within two (2) meetings after the vacancy occurs through a nomination, selection, and voting process.

1.14.3 Absenteeism: Ad Hoc Meetings

Ad hoc meetings will generally occur every other week (biweekly).

Ad hoc committee members are allowed to miss three (3) meetings every two (2) consecutive months. Continued absenteeism from ad hoc meetings constitutes voluntary abandonment. After two (2) ad hoc meetings have been missed, staff will send a courtesy letter reminding the absent ad hoc member of the attendance requirements of ad hoc members and warning them that they are at risk of losing their seat. Staff will be responsible for informing CAC members of absent members. Staff will inform CAC members that they have lost their seat on the CAC after three (3) meetings are missed. The Co-Chairs reserve the right to jointly adjust the schedule around holidays.

Any vacant appointment of an Ad-Hoc Committee shall be filled within two (2) meetings after the vacancy occurs through a nomination, selection, and voting process.

1.15 Amendment of CAC Charter

The CAC and the Board shall revisit the Charter to make requests for amendments in January of every odd-numbered year following the Board approval of the Charter. The CAC shall provide thirty (30) days' notice for public comment before adopting any amendments to the CAC Charter.

The Community, Equity, Health and Justice Committee and the Board of Directors must approve the Charter before any changes can take effect.

1.16 Compensation

Compensation for CAC Members will be subject to attendance and in accordance with the CAC's Compensation Policy and Procedures. The CAC and the Board shall revisit the Compensation Policy and Procedures to make requests for amendments during the first month of the year of every other year. Updates to the Policy shall include a revision based on cost-of-living increase.

COMMUNITY ADVISORY HEALTH
AND JUSTICE COMMITTEE
MEETING OF 06/21/2023

Appendix A

Delegates to the First National People of Color Environmental Leadership Summit held on October 24-27, 1991, in Washington, D.C., drafted and adopted these 17 principles of Environmental Justice. Since then, the principles have served as a defining document for the growing grassroots movement for environmental justice.

Environmental Justice Principles³:

- 1) **Environmental Justice** affirms the sacredness of Mother Earth, ecological unity and the interdependence of all species, and the right to be free from ecological destruction.
- 2) **Environmental Justice** demands that public policy be based on mutual respect and justice for all peoples, free from any form of discrimination or bias.
- 3) **Environmental Justice** mandates the right to ethical, balanced and responsible uses of land and renewable resources in the interest of a sustainable planet for humans and other living things.
- 4) **Environmental Justice** calls for universal protection from nuclear testing, extraction, production and disposal of toxic/hazardous wastes and poisons and nuclear testing that threaten the fundamental right to clean air, land, water, and food.
- 5) **Environmental Justice** affirms the fundamental right to political, economic, cultural and environmental self-determination of all peoples.
- 6) **Environmental Justice** demands the cessation of the production of all toxins, hazardous wastes, and radioactive materials, and that all past and current producers be held strictly accountable to the people for detoxification and the containment at the point of production.
- 7) **Environmental Justice** demands the right to participate as equal partners at every level of decision-making, including needs assessment, planning, implementation, enforcement and evaluation.
- 8) **Environmental Justice** affirms the right of all workers to a safe and healthy work environment without being forced to choose between an unsafe livelihood and unemployment. It also affirms the right of those who work at home to be free from environmental hazards.
- 9) **Environmental Justice** protects the right of victims of environmental injustice to receive full compensation and reparations for damages as well as quality health care.

³ Principles of Environmental Justice, <https://www.ejnet.org/ej/principles.html>. Accessed December 19, 2022.

10) **Environmental Justice** considers governmental acts of environmental injustice a violation of international law, the Universal Declaration On Human Rights, and the United Nations Convention on Genocide.

11) **Environmental Justice** must recognize a special legal and natural relationship of Native Peoples to the U.S. government through treaties, agreements, compacts, and covenants affirming sovereignty and self-determination.

12) **Environmental Justice** affirms the need for urban and rural ecological policies to clean up and rebuild our cities and rural areas in balance with nature, honoring the cultural integrity of all our communities, and provided fair access for all to the full range of resources.

13) **Environmental Justice** calls for the strict enforcement of principles of informed consent, and a halt to the testing of experimental reproductive and medical procedures and vaccinations on people of color.

14) **Environmental Justice** opposes the destructive operations of multinational corporations.

15) **Environmental Justice** opposes military occupation, repression and exploitation of lands, peoples and cultures, and other life forms.

16) **Environmental Justice** calls for the education of present and future generations which emphasizes social and environmental issues, based on our experience and an appreciation of our diverse cultural perspectives.

17) **Environmental Justice** requires that we, as individuals, make personal and consumer choices to consume as little of Mother Earth's resources and to produce as little waste as possible; and make the conscious decision to challenge and reprioritize our lifestyles to ensure the health of the natural world for present and future generations.

Jemez Principles⁴:

1. Be Inclusive
2. Emphasis on Bottom-Up Organizing
3. Let People Speak for Themselves
4. Work Together In Solidarity and Mutuality
5. Build Just Relationships Among Ourselves
6. Commitment to Self-Transformation

⁴ Sierra Club. *Jemez Principles*. <https://www.sierraclub.org/sites/www.sierraclub.org/files/sce/grand-canyon-chapter/misc-pdf/Jemez%20Principles%20Poster.pdf>. Accessed December 19, 2022.

Appendix B

The CAC Charter was developed using information from various sources, including:

Bay Area Air Quality Management District. *Regulation 2, Permits, Rule 1, Section 2-1-243*. <https://www.baaqmd.gov/~media/dotgov/files/rules/reg-2-permits/2021->

California Air Resources Board. *Partnering Agreement-West Oakland Toxic Reduction Collaborative*. (2018, February 14). https://ww2.arb.ca.gov/sites/default/files/2020-04/collaborative_partnering_agreement_west_oakland_acc.pdf. Accessed January 3, 2023.

City and County of San Francisco: *Power Plan Task Force By Laws*. https://sfgov.org/sfc/pppcatf/index_162_2134.html?page=162. Accessed January 3, 2023

Metropolitan Transportation Commission. *Metropolitan Transportation Commission Resolution No. 3931*. (2009, November 18). https://mtc.ca.gov/sites/default/files/documents/2022-01/RES-3931_approved.pdf. Accessed January 3, 2023.

Partnering Agreement-West Oakland Toxic Reduction Collaborative “Collaboration on Call.”

San Francisco Bay Conservation and Development Commission. *Environmental Justice Advisors Charter*. <https://bcdc.ca.gov/ejwg/environmental-justice-advisors-charter.html>. Accessed January 3, 2023

San Francisco Bay Conservation and Development Commission. *San Francisco Bay Plan*. https://www.bcdc.ca.gov/plans/sfbay_plan.html. Accessed January 3, 2023

The Bay Area Air Quality Management District. *The Path to Clean Air in the Richmond-North Richmond-San Pablo Area Community Steering Committee Charter and Participation Agreement*. <https://www.baaqmd.gov/~media/files/ab617-community-health/richmond/ptca-charter-agreement-pdf.pdf?la=en>. Accessed January 3, 2023.

United States Environmental Protection Agency. *Guidance on Considering Environmental Justice During the Development of Regulatory Actions*. <https://19january2021snapshot.epa.gov/sites/static/files/2015-06/documents/considering-ej-in-rulemaking-guide-final.pdf>. Accessed January 3, 2023.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: June 21, 2023

Re: Consider Recommending to the Board of Directors Adoption of a Resolution
Establishing a Governance Structure for the Community Advisory Council

RECOMMENDED ACTION

Vote to recommend a Resolution establishing a governance structure for the Community Advisory Council to the Air District Board of Directors for approval.

BACKGROUND

On November 4, 2021, the Community Equity, Health, and Justice Committee selected and recommended establishing the Community Advisory Council (CAC) to the Air District Board of Directors. On November 17, 2021, the Air District Board of Directors approved the formation of the CAC. The CAC has 17 members representing different environmental justice communities throughout the Bay Area.

This is an action item for the Community Equity, Health, and Justice (CEHJ) Committee to consider recommending to the Board of Directors for approval a Board Resolution establishing a governance structure for the Community Advisory Council.

DISCUSSION

Resolution No. 2023 – XX is a proposed resolution of the Board of Directors of the Bay Area Air Quality Management District establishing a Governance Structure for the Community Advisory Council. Resolution No. 2023 – XX includes the CAC’s Governing Structure (Appendix A), adopts the updated CAC Compensation Policy and Procedures (Appendix B), and approves the CAC Charter (Appendix C). On February 15, 2023, the CEHJ Committee recommended the Compensation Policy and Procedures to the Air District Board of Directors for approval. In April 2023, the Executive Officer/APCO proposed minor changes to the Compensation Policy and Procedures, which the CAC Co-Chairs approved on April 13, 2023. The CEHJ Committee will consider today, on June 21, 2023, recommending the CAC Charter to the Air District Board of Directors for approval. Once recommended by the CEHJ Committee, the Board of Directors will consider approving Resolution No. 2023 – XX and accompanying appendices as a package that provides the Board’s vision and foundational structure for the CAC.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Miriam Torres
Reviewed by: Veronica Eady

ATTACHMENTS:

1. Board of Directors Draft Resolution for the Community Advisory Council and Exhibit A
2. Exhibit B.1: Community Advisory Council Compensation (CAC) Policy and Procedures from 1/19/2023 CAC Meeting
3. Exhibit B.2: Community Advisory Council Compensation (CAC) Policy and Procedures Updated on 4/13/2023 - Redlined Version
4. Exhibit C: Community Advisory Council Charter Clean Version from May 18, 2023 Meeting

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

RESOLUTION No. 2023 – XX

A Resolution of the Board of Directors of the Bay Area Air Quality Management District Establishing a Governance Structure for the Community Advisory Council

WHEREAS, on November 17, 2021, the Board of Directors of the Bay Area Air Quality Management District (Air District) established the Community Advisory Council (CAC).

WHEREAS, the Air District solicited applications for the initial slate of CAC members and received 148 applications. Applicants included students, public servants, health practitioners, essential workers on the frontlines of COVID-19 response, educators, retirees, former councilmembers, environmental justice advocates, and others;

WHEREAS, the CAC slate was selected based on criteria developed by the Air District Community Equity, Health, and Justice Committee with input from community during a convening held on June 23, 2021.

WHEREAS, in selecting candidates to recommend to the Air District Board of Directors for appointments to the CAC, the Community Equity, Health, and Justice Committee considered, among other things, the following criteria: the diverse demographics of the Bay Area; including youth and foreign language speakers; generational history and experience living in communities heavily impacted by air pollution; diversity of relevant experience – including environmental justice, technical expertise, health, and Air District functions or knowledge of the Air District; and having access to other people who have a range of relevant knowledge and technical experience that could help inform the CAC.

WHEREAS, priority was given to applicants with lived experience in environmental justice communities in the Bay Area and/or a history of partnering with environmental justice communities.

WHEREAS, the Community Equity, Health, and Justice Committee selected the slate of 17 CAC members and recommended establishing the CAC to the Air District Board of Directors on November 4, 2021. The Community Equity, Health, and Justice Committee selected CAC members to represent the following seats: Alameda County, 4; Contra Costa County, 4, San Francisco County, 1; San Mateo County, 1; Santa Clara County, 2; Solano County, 1; At-Large, 2; Youth, 2.

WHEREAS, as a body appointed by the Air District Board of Directors, the CAC is subject to the California Brown Act (California Government Code sections 54950, *et seq.*);

WHEREAS, the CAC held its first meeting virtually on January 13, 2022 and meets bimonthly.

WHEREAS, the CAC and the Community Equity, Health, and Justice Committee *considered and voted to recommend* to the Air District Board of Directors for approval, the CAC Charter and Compensation Policy and Procedures.

WHEREAS, the Community Equity, Health, and Justice Committee considered and *voted to recommend* the Board Resolution establishing a governing structure for the CAC to the Board of Directors for approval.

NOW, THEREFORE, BE IT RESOLVED that, the Air District Board of Directors hereby establishes the CAC's Governing Structure attached to this Resolution as Exhibit A; adopts the CAC Compensation Policy and Procedures attached to this Resolution as Exhibit B; and approves the CAC Charter attached to this Resolution as Exhibit C.

The foregoing resolution was duly and regularly introduced, passed and adopted at a regular meeting of the Board of Directors of the Bay Area Air Quality Management District on the Motion of Director _____, seconded by Director _____, on the 21st day of June 2023, by the following vote of the Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

John J. Bauters
Chairperson of the Board of Directors

ATTEST:

Lynda Hopkins
Secretary of the Board of Directors

Exhibit A

Community Advisory Council Governing Structure

This Governance Structure is established by the Bay Area Air Quality Management District (Air District) Board of Directors in Resolution 2023-XX.

Community Advisory Council (CAC) Purpose

The purpose of the CAC is to provide guidance to the Board of Directors on programs and policies that impact all communities, including overburdened communities¹ within the Air District's jurisdiction. The CAC can make recommendations to the Air District on equity and environmental justice matters to improve air quality in all communities, prioritizing the most impacted communities. The CAC should aim to meaningfully engage impacted communities to represent and address stakeholders' interests. The CAC advises Air District leadership on community-related matters to advance an equity-forward policy agenda.

Community Advisory Council Membership Composition

The CAC membership shall represent all overburdened communities in the Bay Area. The membership of the CAC shall be composed of seventeen (17) members who live or work in California, as follows:

- Four (4) Alameda County
- Four (4) Contra Costa
- One (1) San Francisco County
- One (1) San Mateo County
- Two (2) Santa Clara County
- One (1) Solano County
- Two (2) At-Large*
- Two (2) Youth

Youth are considered to be individuals between the ages of 14 and 24 at the beginning of their term.

*At-large member seats – priority should be given to individuals living or working in Marin, Napa, or Sonoma counties or individuals with special expertise, such as wildfire management.

A minimum of 70% (seventy percent) of members shall be residents living in the County represented, and no more than (6) six can represent a County where they work for the benefit of overburdened communities. People representing businesses holding an Air District permit, and industrial companies subject to regulation, shall be non-voting members, if selected.

¹ An overburdened community is an area located within a census tract identified by the California Communities Environmental Health Screening Tool (CalEnviroScreen), Version 4.0, as having an overall CalEnviroScreen score at or above the 70th percentile, or within 1,000 feet of any such census tract

Community Advisory Council Appointments

The Board of Directors shall appoint CAC members based on the following criteria:

1. Reflect the diverse demographics of the Bay Area
2. Include generational history and experience living in communities heavily impacted by air pollution
3. Demonstrate diversity of relevant experience – including environmental justice, technical expertise, health, and Air District functions or knowledge of the Air District
4. Have access to other people who have a range of relevant knowledge and technical experience that could help inform the Community Advisory Council

Diversity, equity, and inclusion are highly valued on the CAC and priority shall be given to applicants with lived experience in environmental justice communities in the Bay Area and/or a the history of partnering with environmental justice communities.

The Community Equity and Health Justice Committee (CEHJ) shall provide further guidance on selection criteria and on prospective CAC members. The CAC shall create a CAC Selection Ad Hoc Committee, which may include at least one CEHJ Committee member or other Board member chosen by the Board Chair, to recommend a candidate or slate of candidates to CEHJ, according to the guidance provided by the CEHJ. The CEHJ Committee will recommend the selected candidates to the Board of Directors for final approval.

Community Advisory Council Terms of Membership and Removal

The Board of Directors will appoint members to two-year or four-year terms. Appointments to two or four years will be based on the CAC member's preference as indicated on their application. CAC Members are limited to serving a total of eight years.

A member's term can end as follows, upon the earliest of (i) the expiration of their term; (ii) any of the other disqualifying events, such as continued absenteeism as defined by the CAC Charter, or for ceasing to live or work in the County they were chosen to represent; or (iii) removal by vote of the majority of the Board of Directors.

CAC Members that cease to have primary residency or work in the County they were selected to represent will vacate their seat. Work is defined as receiving monetary compensation for, or volunteer a minimum of, 20 hours to benefit the overburdened community.

Community Advisory Council Responsibilities

CAC members shall perform all duties as defined in the CAC Charter.

CAC members shall understand and adhere to the Brown Act and Robert's Rules of Order.

Community Advisory Council Meetings and Staff Support

The Air District Executive Officer, or their designee, shall assign a senior Air District staff and support staff for the operations of the CAC. Air District staff at large shall cooperate with CAC staff to deliver presentations and information requested by the CAC.

Air District Staff supporting the CAC shall maintain a calendar of meetings and attendance records.

Staff will provide an orientation about CAC membership requirements.

Staff shall support the CAC in reporting to and communicating with the Community, Equity, Health, and Justice Committee and the Board of Directors.

Community Advisory Council Budget and Compensation

The Board of Directors will designate funding for the CAC in the Air District's annual budget, based upon a recommendation from the CAC Co-Chairs, and review by the Finance and Administration Committee.

The CAC's budget is intended to cover costs related to the operations of the CAC, including but not limited to: stipends, reimbursements, contractors, meeting venues, and other related costs. Compensation for CAC Members is subject to attendance and in accordance with the CAC's Compensation Policy and Procedures. The Compensation Policy shall be revisited annually and include a revision based on cost-of-living increase.

CAC Charter

The CAC is authorized to adopt a Charter to govern how it conducts its business, subject to approval by the Board of Directors upon recommendation by the CEHJ Committee. Prior to adopting or amending the Charter, the CAC shall publish the proposed Charter or amendments and provide thirty (30) days for public review and comment, which the CAC shall consider in connection with its approval of the proposed Charter or amendments. The CAC shall review the Charter in January of every odd-numbered year and shall consider whether any revisions are necessary and appropriate, and if so, shall adopt such changes and submit them to the CEHJ Committee for recommendation to the Board of Directors following the process outlined in this Paragraph.

Code of Conduct

CAC Members identifying their affiliation in public settings are representing the agency and are expected to conduct themselves as defined in the CAC Charter, including but not limited to the Civility section (1.2.3 on page 3). CAC members can note their affiliation as CAC members in public settings, with a few exceptions: CAC members should not make any statements or recommendations on behalf of the CAC when those statements have not been voted on and approved by the body. CAC members should not identify as a CAC member when making statements that may be construed as a lobbying activity or a conflict of interest.

EXHIBIT B.1

**from Community Advisory
Council Meeting of 01/19/2023;**

***Approved by CEHJ Committee
on 02/15/2023***

Community Advisory Council

Compensation Policy and Procedures

About the Community Advisory Council

On November 17, 2021, the Board of Directors approved the formation of the Bay Area Air Quality Management District's (Air District) first Community Advisory Council (CAC). The CAC was created to advise the Air District on community related matters, to advance an equity forward policy agenda, and to provide input on key Air District policies and programs. The CAC consists of 17 members that reflect the diversity of the Bay Area and lived experiences of communities heavily impacted by air pollution. The members of the CAC include environmental justice leaders, physicians, non-profit professionals, students, and individuals with diverse skill sets.

Overview

The Air District recognizes the importance of supporting community involvement in Air District initiatives and providing financial support to increase equitable representation in agency programs and activities. This compensation policy describes how members of the CAC will get compensated by the Air District for their time related to meetings, and activities of the CAC or the Air District.

Budget

The Board of Directors wants to empower the CAC as a body of the Board to be impactful and designates funding for the CAC in the Air District's annual budget. The budgeted amount varies from year-to-year based on the availability of funds. The CAC Co-Chairs will work with the Air District Project Lead to request a desired funding level at the end of each year. The Air District's fiscal year is from July 1st to June 30th every year. The CAC's budget is intended to cover costs related to the operations of the CAC, including but not limited to: stipends, reimbursements, contractors (i.e., language services, facilitation), meeting venues, and other related costs. The Board will review the CAC's funding request and approve an optimal level of funding as part of the annual agency budgeting process. Once the Board approves a budget amount, the CAC Co-Chairs work with the Air District Project Lead to determine budget allocations for the operations of the CAC.

Compensation Policy

1. Stipends

Stipends are determined based on participation in meetings of the full CAC, Ad Hoc Committee meetings, Co-Chairs meetings, other required meetings, and other pre-approved activities.

1.1 CAC Meetings

CAC members can receive stipends for participation in meetings of the full CAC, currently occurring every other month (bi-monthly). The Air District will provide a stipend of five hundred dollars (\$500)¹ to travel to and from the meeting, prepare for, participate in, and everything else related to the Bi-monthly CAC meetings. The five-hundred-dollar (\$500) stipend for each CAC meeting is intended to cover time spent during the meeting and to fully prepare and participate in CAC meetings. This shall include any Air District trainings, and educational events hosted by the Air District in advance of a full CAC meeting. Trainings and educational activities made available to CAC members in preparation for CAC meetings are not compensated separately from the CAC stipend. The time preparing for and participating in the meeting is not to exceed 10 hours.

1.2 Co-Chairs Meetings, Committee Meetings, and Other Required Meetings

In compliance with the Brown Act, Co-Chairs Meetings and Ad Hoc Committee meetings are held virtually, standing Committee meetings must have quorum in-person, other required meetings (consisting of less than a quorum) may be in-person or virtually. Co-Chairs are compensated at \$75 per hour² to attend Co-Chairs meetings. The maximum number of hours per month to attend Co-Chair meetings is 4 hours. The Co-Chairs may attend meetings related to the work of the CAC, beyond the designated 4 hours for Co-Chairs meetings, as requested by the Board or Air District Staff. CAC members of an Ad Hoc Committee or standing Committee will be compensated at \$75 per hour to attend committee meetings and other required meetings related to the work of the CAC. The maximum number of hours per month for participation in each Ad Hoc Committee and Other Required Meetings shall not to exceed 6 hours per member each month. CAC Members will only receive a stipend for time spent in meetings. Members will not receive a stipend for travel time or meeting preparation time.

To receive a stipend for participation members must be present in the meeting as set forth above. Stipends will be pro-rated based on time spent in the meeting. For example, if a member attends only 30 minutes of a one-hour meeting, they will receive only 50% of the hourly rate, or \$37.5.

1.3 Other Activities

Every fiscal year, each CAC member can apply for up to \$1,000 in funding to support their participation in events, activities, or services the CAC Co-Chairs and Air District Project Lead agree fulfils the mission of the Air District and purpose of the CAC. For example, the CAC may provide funding to send a CAC Member to a regional conference and the stipend would cover their time to attend conference sessions. Another example may be to pay a member of the CAC for research or work related to the Committees, above and beyond meeting attendance. The stipend is intended to cover pre-approved costs related to the work of the CAC up to \$1,000 and shall be calculated at \$75 per hour for time spent on the proposed activity. It the responsibility of the CAC member to make a request for funding at an appropriate level of funding. Requests should be submitted to the Air District Project Lead thirty (30) days in advance of the proposed activity. When a Co-Chair makes a request, they shall recuse themselves from the approval process and the decision to approve the funding request will be made by the other Co-Chairs. When the

¹ Stipend is in alignment with the stipend the California Air Resources Board (CARB) provides to the Environmental Justice Advisory Committee.

² The Air District uses as a guide the living wage² in San Francisco, California for a household of three² (\$75/hour at the time of this publication) to determine an equitable community stipend amount.

CAC only has one Chair, and they make a request for funding, it must be approved by the full body of the CAC. Neither the CAC nor the Air District will be responsible for covering costs beyond the member's estimated expenses and up to a maximum of \$1,000. CAC Members must file a reimbursement for the approved \$1,000 stipend within the applicable fiscal year and are not eligible for additional funding from the "other activities" category until the next fiscal year. Unused funding will not rollover to the next fiscal year. This funding is only available to the CAC during the first 9 months of the fiscal year or until the amount budgeted in the CAC's Board-approved budget is exhausted, whichever comes first. The CAC Co-Chairs reserve the right to reallocate unused funding from this budget item after 9 months for any purpose related to the operations of the CAC.

2. Expense Reimbursement

Members of the CAC shall be reimbursed for actual and necessary expenses incurred by them in attending meetings of the CAC, Committee meetings and other pre-approved activities. Transportation, meals, and other incidental expenses will be allowed at the same rate as is allowed to Members of the Board of Directors as described in sections 2.1-2.3 below.

2.1 TRAVEL EXPENSES.

CAC Members are entitled to receive reimbursement for actual and necessary expenditures incurred in connection with the performance of their official duties for the Air District. The guiding principle of this policy is that travel and expenditures incurred on behalf of the Air District must be in the public interest. This document establishes guidelines for expenditures authorized as business expenditures and business travel expenditures incurred by Air District CAC Members.

a) General Procedures and Responsibilities

All travel for the Air District CAC Members must be justified business travel (Section j) and must be preapproved in accordance with the CAC's Compensation Policy to be eligible for reimbursement. For all in-state travel, the designated CAC Co-Chair, in agreement with the Air District's Project Lead, may authorize CAC Member travel on behalf of the Air District. For all out-of-state travel, including international travel, the Community Equity, Health, and Justice Committee must authorize CAC Member travel on behalf of the Air District prior to travel. In the case of an unexpected or urgent need to travel on Air District business, a CAC Member must obtain in writing the approval of the designated CAC Co-Chair, and agreement from the Air District's Project Lead before any travel related expenditures are incurred. Such approval must be reported to and ratified by the Community Equity, Health, and Justice Committee at the committee's next meeting. CAC Members will be reimbursed for all reasonable and necessary expenditures while traveling on authorized agency business. Expenditures should be paid with a personal credit card or cash. Advances are not allowed. A list of non-reimbursable expenditures is included in Section j. Actual receipts are required except where otherwise stated in this Policy. When a CAC Member combines business and personal travel on a business trip, the CAC Member will be responsible for the additional charges related to the personal travel. Only the CAC Member's direct travel expenditures are eligible for reimbursement. The Air District will not provide reimbursement for travel expenditures incurred by a spouse or any other individual traveling with the CAC Member. Requests for reimbursement of expenditures must be submitted on the authorized Air District Expense Reimbursement Form within 30 calendar days

after the conclusion of the trip. Receipts must be provided for all expenditures (other than incidentals that typically do not result in a receipt such as tips). Any reimbursement or payment issued by the Air District which is subsequently refunded to the traveler by a third party must be repaid to the Air District within 30 calendar days of receipt. Only the Executive Director can override and approve specific cost items that would otherwise be ineligible for reimbursement under this Travel and Expenditure Policy, and only when it is in the best interests of the Air District to do so. Any CAC Member reimbursement that requires the waiver of this policy by the Executive Director for approval will be brought back to the Community Equity, Health, and Justice Committee for informational purposes. Expenditure reimbursement documents will be audited from time to time and are considered public records subject to disclosure under the California Public Records Act. Any CAC Member authorized to travel on behalf of the Air District pursuant to this section shall provide a brief, written report on their travel on the CAC Member Travel Report Back Form. Any Co-Chair may also request that CAC Members who represent the Air District at meetings, conferences, or other events provide an oral report on their participation and experience to the full CAC at the bi-monthly meeting following the CAC Members' return.

b) CAC Member Selection for Attendance

The CAC Chair/Co-Chairs shall nominate for approval by the Community Equity, Health, and Justice Committee, CAC Members for out-of-state and international travel to attend conferences, conventions, legislative advocacy trips and other forms of reimbursable travel covered by this policy. In making such nominations, the CAC Chair/Co-Chairs shall solicit the interest of CAC Members and consult with the Executive Director and any other relevant Air District staff to ensure compliance with this policy.

The CAC Chair or Co-Chairs shall have priority to represent the Air District at any event where attendance is limited or capped due to cost or capacity. In considering which other CAC Members may be selected for travel, or who shall represent the Air District, the CAC Chair/Co-Chairs shall consider, at a minimum, all the following:

- The history of attendance and participation by the CAC Member at regular CAC, Co-Chair meetings, and Ad Hoc Committee Meetings (if the CAC Member is a member of an Ad Hoc Committee)
- The length of service on the CAC by a CAC Member
- The prior opportunities to travel and represent the Air District by the CAC Member
- The relevance or appropriateness of the CAC Member's committee assignments to the nature and purpose for the travel
- Opportunities for the professional growth or development of new CAC Members
- The relevance and purpose of a meeting or agenda to the home jurisdiction of the CAC Member
- Equitable considerations that would elevate or include the voices of marginalized members of the Bay Area.

Additionally, the CAC Chair/Co-Chairs shall have the authority to recommend non-CAC Members for inclusion in Air District-related travel. Non-CAC Members must live in an overburdened community within the 9-County Bay Area. The recommended non-CAC member cannot be a family member of any CAC member. In making such a recommendation, the Chair/Co-Chairs

shall demonstrate how and why the recommendation fulfills the mission of the Air District and is consistent with the purpose of the CAC and agency.

c) Conferences/Conventions

Registration fees for conferences and conventions are reimbursable for CAC Members if the conference or convention is directly related to the mission of the Air District, and consistent with the purpose of the CAC, the CAC Member is attending as a representative of the Air District and the CAC Member received preapproval from the CAC Chair/Co-Chairs and agreement from relevant Air District staff.

d) Air Travel

CAC Members flying on business should make reservations as early as possible to minimize costs. For domestic air travel with a flight duration of four hours or less, airfare should be purchased for coach/economy seats only, at the lowest cost possible which provides a practical flight itinerary and meets the requirements of the trip. First and business class airfare is not a reimbursable expenditure, nor are upgrades from the lowest coach/economy fare to “economy plus” seats (or equivalent), or to first or business class. If a CAC Member purchases a first or business class ticket, he/she will be reimbursed for the lowest available coach/economy fare only. For domestic air travel with a flight duration of more than four hours, as well as for international travel, airfare may be purchased at the “economy plus” fare/seats. First and business class airfare is not a reimbursable expenditure, nor are upgrades to first or business class. If a CAC Member purchases a first or business class ticket, he/she will be reimbursed for the lowest available “economy plus” fare only. CAC Members will be reimbursed for regular baggage fees charged pursuant to applicable airline policy. Excess baggage charges will be reimbursed only when the CAC Member is traveling with heavy or bulky materials or equipment necessary for Air District business.

e) Hotel Accommodations

Reimbursement for hotel accommodation while traveling on Air District business is limited to those circumstances where the meeting or activity is expected to last longer than one business day or if there is an emergency that causes the CAC Member stay overnight. When making hotel reservations, CAC Members must use the approved Per Diem Rates for lodging located on the General Services Administration (GSA) website, www.gsa.gov for the location of the stay plus 25%, to determine the maximum hotel accommodation expenditure that the Air District will reimburse per night, plus any applicable taxes.

CAC Members should use hotels where government rates are available.

Hotels that subscribe to a “green” standard must be utilized where available.

If the hotel stay is in connection with a conference or training activity, the cost should not exceed the maximum group rate published by the conference or activity sponsor. Inquiries should always be made about any special rates or discounts available to the Air District by the hotel, such as governmental rates, to get the best rate possible.

If accommodations are shared with individuals who are not traveling on Air District business, the CAC Member is responsible for the payment of any rate difference between the single occupancy room rate and actual rate incurred.

Resort or facility use fees imposed by the hotel, such as fitness center fees and internet connection fees and business center charges incurred for performing the Air District work, are allowable as reimbursable business-related expenditures.

Hotel self-parking fees are also allowable as reimbursable business-related expenditures, however, the cost of parking at the hotel should be considered when deciding whether to rent a vehicle or use public transportation (see Transportation discussion below). Valet parking fees will not be reimbursed.

f) Rental Vehicles

Reimbursement for rental of cars or other vehicles while traveling on Air District business is limited to those circumstances where the need for a vehicle for business purposes is expected to be extensive, or the use of taxi services or public transportation would not be economical or practical. CAC Members who operate vehicles on Air District business must have a valid driver's license and proof of insurance in their possession and must also have a good driving record. In the event a rental vehicle is required, the Air District will reimburse for a "Standard Class" size vehicle or alternative fuel vehicle, except when there are justifiable circumstances, such as group requirements, which make a larger vehicle necessary. The use of alternative fuel vehicles, when available, should be used, even if the cost triggers a surcharge or exceeds the cost of a non-alternative fuel vehicle.

The Air District holds liability insurance to cover third parties in case a CAC Member injures someone or causes property damage to another vehicle while renting a car or driving his/her own personal vehicle while engaging in Air District business. Accordingly, rental car insurance is not an allowable reimbursable expenditure. Rental cars should be returned with a full tank of gas to avoid refueling fees. The cost of gas for rental cars is an allowable expenditure under this policy.

g) Meals While Traveling

One-Day Travel – meals are NOT an allowable reimbursable expenditure for one-day travel unless such travel is more than 25 miles one way from either the Bay Area Metro Center, the CAC meeting location, or the CAC Member's personal residence. Multiple-Day Travel – meals will be reimbursed at the lesser of:

- i) Actual reasonable cost (including applicable taxes and reasonable tip), or
- ii) The Per Diem Rates for meals located on the GSA website, www.gsa.gov for the location of the stay plus 25%. Note that separate rates are provided for Breakfast, Lunch and Dinner. For travel days where a CAC Member has traveled more than 12 hours but less than 24 hours, the Per Diem Rate shall be 75% of the GSA rate for the destination.

If the actual cost method is used, an original itemized receipt must be submitted with the expense report form. If meals are provided by an event or conference the cost for which is paid by the Air District, then no separate reimbursement is allowed for that meal. A CAC Member who pays the bill for a meal attended by more than one CAC Member or Air District employee may submit the expenditure with receipt for the combined meal cost, but all attendees' names must be included on the expense report form. Only costs related to CAC Members and Air District employees' meals are eligible for reimbursement. Costs incurred for any other person at such a meal (including applicable taxes and appropriate allocation of any tip) must be deducted from the amount of the requested reimbursement.

CAC Members who claim the allowable Per Diem Rate from the GSA website should print the page for the location of the meeting or conference from the website to attach to their expense report form. In addition, they should retain their actual receipts to

substantiate out-of-pocket expenses in the event of an audit by the State or IRS. Alcoholic beverages are not a reimbursable expenditure. Alcoholic beverages may appear on the itemized receipt for a meal, but the charge (including applicable taxes and appropriate allocation of any tip) must be deducted from the amount of the requested reimbursement.

Entertainment expenditures are not considered reimbursable expenditures. This includes, but is not limited to, meals unrelated to Air District business, movies, shows, etc...

h) Other Meals

Expenditures for business meals other than meals during travel, such as meals with other elected officials where Air District business is discussed, must be preapproved by the Executive Director. To obtain reimbursement for such expenditures, the following documentation is required and must be recorded on the expense report form or backup documentation: i. Names of individuals present along with their titles and affiliation, ii. Name and location of where the meal took place, iii. Exact amount and date of the expenditure, and iv. Specific Air District-related topics discussed.

i) Miscellaneous Travel Expenditures

Ordinary, reasonable, and necessary miscellaneous expenditures are reimbursable at actual cost when accompanied by itemized receipts and justification for the expenditures including WiFi, phone, fax, and similar expenses.

In-flight phones and WiFi services should be used only in emergency situations.

Tipping – reasonable and customary tipping rates are reimbursable. In the US 15-20% gratuity on meals, up to a \$3 baggage handling gratuity and up to \$5 per day housekeeping gratuity are considered reasonable and are allowable. (Receipts for baggage and housekeeping gratuities are not required for reimbursement.)

Transportation – Fares and expenditures for taxis, shuttles, buses, BART, or other public transportation (including Uber, Lyft or similar services) are reimbursable when incurred for Air District business. Receipts should be obtained whenever possible, but expenditures are still eligible for reimbursement when a receipt is unavailable. If a receipt is not available, a printout from the transportation agency showing the fare must be submitted for reimbursement. For example: a printout from the BART website showing the total fare for the trip taken. CAC Members should apply prudent business judgment in determining the means of transportation to use.

Personal/Private Vehicle Usage – CAC Member's use of a personal/private vehicle is reimbursable at the mileage rate established by the IRS which can be found at www.irs.gov.

Details on the date of travel, starting and ending destinations, purpose of travel, miles driven, tolls and parking costs (receipt required when possible) incurred must be provided on the expense report form. A printout from a map website such as Google Maps should be used to determine the total miles driven and must be submitted with the expense report form. CAC Members who operate vehicles on Air District business must have a valid driver's license and proof of insurance in their possession, and a good driving record.

j) Justified Air District Travel

Justified Air District travel trips include but are not limited to:

- Attending meetings with local representatives in Sacramento or Washington DC or Sacramento with Air District Staff for legislative advocacy purposes.
- Attending the AWMA Conference as an Air District representative
- Attending other air quality-related conferences as an Air District representative

NOTE: Justified travel is not limited to the list provided above. This list is provided for reference purposes only and includes the most common examples of justified travel. All trips must be preapproved, regardless of whether they are included on this list.

k) Non-Reimbursable Expenditures

Non-reimbursable expenditures include but are not limited to:

Airfare upgrades or rental car upgrades

Air phone charges (except in emergencies)

Alcoholic beverages

Business class airfare

Entertainment expenditures

Expenditures incurred by/for spouses or other travel companions

Expenditures related to personal days while on business trip

First class airfare Interest incurred on credit cards

Loss due to theft of cash or personal property

Lost baggage or briefcase Meeting room rentals (when not for Air District business) “No show”

charges for hotel or car service

Optional travel or baggage insurance

Parking or traffic tickets or fines

Personal items

Reading material such as magazines, books and newspapers

Rental car insurance

Valet parking fees

NOTE: Non-reimbursable expenditures are not limited to the list provided above. This list is provided for reference purposes only.

l) Forms

The Travel and Expense Reimbursement Forms and Member Travel Report Back Form are kept by the Clerk of the Board.

2.2 CAC MEMBER PER DIEM MEAL EXPENSES. The CAC is authorized to include meals in their expenses, when such expenses occur as a result of attendance at CAC, committee or other authorized functions and provided that receipts are presented as required.

2.3 INCIDENTAL EXPENSES OF CAC MEMBERS. Actual and necessary incidental expenses in attendance at other meetings or on direction of the CAC Chair/Co-Chairs, or Chairperson of the Board, the Community Equity, Health, and Justice Committee, or in conference on Air District business with qualified persons, shall be allowed to the member of the CAC.

Compensation Procedures

Payments

Stipend payments are processed based on meeting attendance. Air District staff track attendance during CAC meetings, Ad Hoc meetings and all other required meetings or events of the CAC. Air District staff will email each CAC Member an "Expense Report" documenting their attendance and corresponding stipend. CAC Members must return their signed expense forms with receipts **before** the 25th of each month. If the signed expense reports are submitted timely, payments will normally be processed within 2-3 weeks. If the signed expense form is received **after** the 25th, payment will be delayed by 6-9 weeks. Council Members may receive checks or sign-up for Direct Deposit.

Requirements

CAC Members are eligible to receive stipends and travel reimbursements with the appropriate documentation. To be eligible, a CAC Member must submit a completed W-9 form (with a Social Security number or IRS Individual Taxpayer Identification Number) to Air District staff. In addition, the CAC members must submit a *Community Advisory Council Compensation Agreement* to acknowledge receipt and understanding of the CAC's Compensation Policy and Procedures.

Disclaimers

Community Advisory Council Members are not employees of the Air District. Stipends are typically considered taxable income. As stipends are not considered wages, taxes will not be deducted. CAC members who meet certain income thresholds will have to calculate and pay taxes as required by law. In addition, an increase in taxable income could impact social program eligibility. Grievances applicable to any portion of the CAC Compensation Policy and Procedures shall be resolved in accordance with the Air District Administrative Code.

EXHIBIT B.2

**Updated on 04/13/2023 -
Redlined Version**

COMMUNITY EQUITY, HEALTH
AND JUSTICE COMMITTEE
MEETING OF 06/21/2023

Community Advisory Council

Compensation Policy and Procedures

About the Community Advisory Council

On November 17, 2021, the Board of Directors approved the formation of the Bay Area Air Quality Management District's (Air District) first Community Advisory Council (CAC). The CAC was created to advise the Air District on community related matters, to advance an equity forward policy agenda, and to provide input on key Air District policies and programs. The CAC consists of 17 members that reflect the diversity of the Bay Area and lived experiences of communities heavily impacted by air pollution. The members of the CAC include environmental justice leaders, physicians, non-profit professionals, students, and individuals with diverse skill sets.

Overview

The Air District recognizes the importance of supporting community involvement in Air District initiatives and providing financial support to increase equitable representation in agency programs and activities. This compensation policy describes how members of the CAC will get compensated by the Air District for their time related to meetings, and activities of the CAC or the Air District.

Budget

The Board of Directors wants to empower the CAC as a body of the Board to be impactful and designates funding for the CAC in the Air District's annual budget. The budgeted amount varies from year-to-year based on the availability of funds. The CAC Co-Chairs will work with the Air District Project Lead to request a desired funding level at the end of each year. The Air District's fiscal year is from July 1st to June 30th every year. The CAC's budget is intended to cover costs related to the operations of the CAC, including but not limited to: stipends, reimbursements, contractors (i.e., language services, facilitation), meeting venues, and other related costs. The Board will review the CAC's funding request and approve an optimal level of funding as part of the annual agency budgeting process. Once the Board approves a budget amount, the CAC Co-Chairs work with the Air District Project Lead to determine budget allocations for the operations of the CAC.

Compensation Policy

1. Stipends

Stipends are determined based on participation in meetings of the full CAC, Ad Hoc Committee meetings, Co-Chairs meetings, other required meetings, and other pre-approved activities.

1.1 CAC Meetings

CAC members can receive stipends for participation in meetings of the full CAC, currently occurring every other month (bi-monthly). The Air District will provide a stipend of five hundred dollars (\$500)¹ to travel to and from the meeting, prepare for, participate in, and everything else related to the Bi-monthly CAC meetings. The five-hundred-dollar (\$500) stipend for each CAC meeting is intended to cover time spent during the meeting and to fully prepare and participate in CAC meetings. This shall include any Air District trainings, and educational events hosted by the Air District in advance of a full CAC meeting. Trainings and educational activities made available to CAC members in preparation for CAC meetings are not compensated separately from the CAC stipend. The time preparing for and participating in the meeting is not to exceed 10 hours.

1.2 Co-Chairs Meetings, Committee Meetings, and Other Required Meetings

In compliance with the Brown Act, Co-Chairs Meetings and Ad Hoc Committee meetings are held virtually, standing Committee meetings must have quorum in-person, other required meetings (consisting of less than a quorum) may be in-person or virtually. Co-Chairs are compensated at \$75 per hour² to attend Co-Chairs meetings. The maximum number of hours per month to attend Co-Chair meetings is 4 hours. The Co-Chairs may attend meetings related to the work of the CAC, beyond the designated 4 hours for Co-Chairs meetings, as requested by the Board or Air District Staff. CAC members of an Ad Hoc Committee or standing Committee will be compensated at \$75 per hour to attend committee meetings and other required meetings related to the work of the CAC. The maximum number of hours per month for participation in each Ad Hoc Committee and Other Required Meetings shall not ~~to~~ exceed 6 hours per member each month. CAC Members will only receive a stipend for time spent in meetings. Members will not receive a stipend for travel time or meeting preparation time.

To receive a stipend for participation members must be present in the meeting as set forth above. Stipends will be pro-rated based on time spent in the meeting. For example, if a member attends only 30 minutes of a one-hour meeting, they will receive only 50% of the hourly rate, or \$37.5.

1.3 Other Activities

Every fiscal year, each CAC member can apply for up to \$1,000 in funding to support their participation in events, activities, or services the CAC Co-Chairs and Air District Project Lead agree fulfils the mission of the Air District and purpose of the CAC. For example, the CAC may provide funding to send a CAC Member to a regional conference and the stipend would cover their time to attend conference sessions. Another example may be to pay a member of the CAC for research or work related to the Committees, above and beyond meeting attendance. The stipend is intended to cover pre-approved costs related to the work of the CAC up to \$1,000 and shall be calculated at \$75 per hour for time spent on the proposed activity. It is the responsibility of the CAC member to make a request for funding at an appropriate level of funding. Requests should be submitted to the Air District Project Lead thirty (30) days in advance of the proposed activity. When a Co-Chair makes a request, they shall recuse themselves from the approval process and the decision to approve the funding request will be made by the other Co-Chairs. When the

¹ Stipend is in alignment with the stipend the California Air Resources Board (CARB) provides to the Environmental Justice Advisory Committee.

² The Air District uses as a guide the living wage² in San Francisco, California for a household of three² (\$75/hour at the time of this publication) to determine an equitable community stipend amount.

CAC only has one Chair, and they make a request for funding, it must be approved by the full body of the CAC. Neither the CAC nor the Air District will be responsible for covering costs beyond the member's estimated expenses and up to a maximum of \$1,000. CAC Members must file a reimbursement for the approved \$1,000 stipend within the applicable fiscal year and are not eligible for additional funding from the "other activities" category until the next fiscal year. Unused funding will not rollover to the next fiscal year. This funding is only available to the CAC during the first 9 months of the fiscal year or until the amount budgeted in the CAC's Board-approved budget is exhausted, whichever comes first. The CAC Co-Chairs reserve the right to reallocate unused funding from this budget item after 9 months for any purpose related to the operations of the CAC.

2. Expense Reimbursement

Members of the CAC shall be reimbursed for actual and necessary expenses incurred by them in attending meetings of the CAC, Committee meetings and other pre-approved activities. Transportation, meals, and other incidental expenses will be allowed at the same rate as is allowed to Members of the Board of Directors as described in sections 2.1-2.3 below.

2.1 TRAVEL EXPENSES.

CAC Members are entitled to receive reimbursement for actual and necessary expenditures incurred in connection with the performance of their official duties for the Air District. The guiding principle of this policy is that travel and expenditures incurred on behalf of the Air District must be in the public interest. This document establishes guidelines for expenditures authorized as business expenditures and business travel expenditures incurred by Air District CAC Members.

a) General Procedures and Responsibilities

All travel for the Air District CAC Members must be justified business travel (Section j) and must be preapproved in accordance with the CAC's Compensation Policy to be eligible for reimbursement. For all in-state travel, the designated CAC Co-Chair, in agreement with the Air District's Executive Officer, may authorize CAC Member travel on behalf of the Air District. For all out-of-state travel, including international travel, the Finance and Administration Community Equity, Health, and Justice Committee must authorize CAC Member travel on behalf of the Air District prior to travel. In the case of an unexpected or urgent need to travel on Air District business, a CAC Member must obtain in writing the approval of the designated CAC Co-Chair, and agreement approval from the Air District's Project Lead Executive Officer before any travel related expenditures are incurred. Such approval must be reported to and ratified by the Community Equity, Health, and Justice Finance and Administration Committee at the committee's next meeting. CAC Members will be reimbursed for all reasonable and necessary expenditures while traveling on authorized agency business. Expenditures should be paid with a personal credit card or cash. Advances are not allowed. A list of non-reimbursable expenditures is included in Section j. Actual receipts are required except where otherwise stated in this Policy. When a CAC Member combines business and personal travel on a business trip, the CAC Member will be responsible for the additional charges related to the personal travel. Only the CAC Member's direct travel expenditures are eligible for reimbursement. The Air District will not provide reimbursement for travel expenditures incurred by a spouse or any other individual traveling with the CAC Member. Requests for reimbursement of expenditures must be

submitted on the authorized Air District Expense Reimbursement Form within 30 calendar days after the conclusion of the trip. Receipts must be provided for all expenditures (other than incidentals that typically do not result in a receipt such as tips). Any reimbursement or payment issued by the Air District which is subsequently refunded to the traveler by a third party must be repaid to the Air District within 30 calendar days of receipt. Only the Executive Officer can override and approve specific cost items that would otherwise be ineligible for reimbursement under this Travel and Expenditure Policy, and only when it is in the best interests of the Air District to do so. Any CAC Member reimbursement that requires the waiver of this policy by the ~~Executive Director~~Executive Officer be brought back to the Community Equity, Health, and Justice Committee for informational purposes. Expenditure reimbursement documents will be audited from time to time and are considered public records subject to disclosure under the California Public Records Act. Any CAC Member authorized to travel on behalf of the Air District pursuant to this section shall provide a brief, written report on their travel on the CAC Member Travel Report Back Form. Any Co-Chair may also request that CAC Members who represent the Air District at meetings, conferences, or other events provide an oral report on their participation and experience to the full CAC at the bi-monthly meeting following the CAC Members' return.

b) CAC Member Selection for Attendance

The CAC Chair/Co-Chairs shall nominate for approval by the Community Equity, Health, and Justice Committee, CAC Members for out-of-state and international travel to attend conferences, conventions, legislative advocacy trips and other forms of reimbursable travel covered by this policy. In making such nominations, the CAC Chair/Co-Chairs shall solicit the interest of CAC Members and consult with the Executive Officer and any other relevant Air District staff to ensure compliance with this policy.

The CAC Chair or Co-Chairs shall have priority to represent the Air District at any event where attendance is limited or capped due to cost or capacity. In considering which other CAC Members may be selected for travel, or who shall represent the Air District, the CAC Chair/Co-Chairs shall consider, at a minimum, all the following:

- The history of attendance and participation by the CAC Member at regular CAC, Co-Chair meetings, and Ad Hoc Committee Meetings (if the CAC Member is a member of an Ad Hoc Committee)
- The length of service on the CAC by a CAC Member
- The prior opportunities to travel and represent the Air District by the CAC Member
- The relevance or appropriateness of the CAC Member's committee assignments to the nature and purpose for the travel
- Opportunities for the professional growth or development of new CAC Members
- The relevance and purpose of a meeting or agenda to the home jurisdiction of the CAC Member
- Equitable considerations that would elevate or include the voices of marginalized members of the Bay Area.

Additionally, the CAC Chair/Co-Chairs shall have the authority to recommend non-CAC Members for inclusion in Air District-related travel. Non-CAC Members must live in an overburdened community within the 9-County Bay Area. The recommended non-CAC member cannot be a

family member of any CAC member. In making such a recommendation, the Chair/Co-Chairs shall demonstrate how and why the recommendation fulfills the mission of the Air District and is consistent with the purpose of the CAC and agency.

c) Conferences/Conventions

Registration fees for conferences and conventions are reimbursable for CAC Members if the conference or convention is directly related to the mission of the Air District, and consistent with the purpose of the CAC, the CAC Member is attending as a representative of the Air District and the CAC Member received preapproval from the CAC Chair/Co-Chairs and agreement from relevant Air District staff.

d) Air Travel

CAC Members flying on business should make reservations as early as possible to minimize costs. For domestic air travel with a flight duration of four hours or less, airfare should be purchased for coach/economy seats only, at the lowest cost possible which provides a practical flight itinerary and meets the requirements of the trip. First and business class airfare is not a reimbursable expenditure, nor are upgrades from the lowest coach/economy fare to “economy plus” seats (or equivalent), or to first or business class. If a CAC Member purchases a first or business class ticket, he/she will be reimbursed for the lowest available coach/economy fare only. For domestic air travel with a flight duration of more than four hours, as well as for international travel, airfare may be purchased at the “economy plus” fare/seats. First and business class airfare is not a reimbursable expenditure, nor are upgrades to first or business class. If a CAC Member purchases a first or business class ticket, he/she will be reimbursed for the lowest available “economy plus” fare only. CAC Members will be reimbursed for regular baggage fees charged pursuant to applicable airline policy. Excess baggage charges will be reimbursed only when the CAC Member is traveling with heavy or bulky materials or equipment necessary for Air District business.

e) Hotel Accommodations

Reimbursement for hotel accommodation while traveling on Air District business is limited to those circumstances where the meeting or activity is expected to last longer than one business day or if there is an emergency that causes the CAC Member stay overnight. When making hotel reservations, CAC Members must use the approved Per Diem Rates for lodging located on the General Services Administration (GSA) website, www.gsa.gov for the location of the stay plus 25%, to determine the maximum hotel accommodation expenditure that the Air District will reimburse per night, plus any applicable taxes.

CAC Members should use hotels where government rates are available.

Hotels that subscribe to a “green” standard must be utilized where available.

If the hotel stay is in connection with a conference or training activity, the cost should not exceed the maximum group rate published by the conference or activity sponsor. Inquiries should always be made about any special rates or discounts available to the Air District by the hotel, such as governmental rates, to get the best rate possible.

If accommodations are shared with individuals who are not traveling on Air District business, the CAC Member is responsible for the payment of any rate difference between the single occupancy room rate and actual rate incurred.

Resort or facility use fees imposed by the hotel, such as fitness center fees and internet connection fees and business center charges incurred for performing the Air District work, are allowable as reimbursable business-related expenditures.

Hotel self-parking fees are also allowable as reimbursable business-related expenditures, however, the cost of parking at the hotel should be considered when deciding whether to rent a vehicle or use public transportation (see Transportation discussion below). Valet parking fees will not be reimbursed.

f) Rental Vehicles

Reimbursement for rental of cars or other vehicles while traveling on Air District business is limited to those circumstances where the need for a vehicle for business purposes is expected to be extensive, or the use of taxi services or public transportation would not be economical or practical. CAC Members who operate vehicles on Air District business must have a valid driver's license and proof of insurance in their possession and must also have a good driving record. In the event a rental vehicle is required, the Air District will reimburse for a "Standard Class" size vehicle or alternative fuel vehicle, except when there are justifiable circumstances, such as group requirements, which make a larger vehicle necessary. The use of alternative fuel vehicles, when available, should be used, even if the cost triggers a surcharge or exceeds the cost of a non-alternative fuel vehicle.

The Air District holds liability insurance to cover third parties in case a CAC Member injures someone or causes property damage to another vehicle while renting a car or driving his/her own personal vehicle while engaging in Air District business. Accordingly, rental car insurance is not an allowable reimbursable expenditure. Rental cars should be returned with a full tank of gas to avoid refueling fees. The cost of gas for rental cars is an allowable expenditure under this policy.

g) Meals While Traveling

One-Day Travel – meals are NOT an allowable reimbursable expenditure for one-day travel unless such travel is more than 25 miles one way from either the Bay Area Metro Center, the CAC meeting location, or the CAC Member's personal residence. Multiple-Day Travel – meals will be reimbursed at the lesser of:

- i) Actual reasonable cost (including applicable taxes and reasonable tip), or
 - ii) The Per Diem Rates for meals located on the GSA website, www.gsa.gov for the location of the stay plus 25%. Note that separate rates are provided for Breakfast, Lunch and Dinner. For travel days where a CAC Member has traveled more than 12 hours but less than 24 hours, the Per Diem Rate shall be 75% of the GSA rate for the destination.
- If the actual cost method is used, an original itemized receipt must be submitted with the expense report form. If meals are provided by an event or conference the cost for which is paid by the Air District, then no separate reimbursement is allowed for that meal. A CAC Member who pays the bill for a meal attended by more than one CAC Member or Air District employee may submit the expenditure with receipt for the combined meal cost, but all attendees' names must be included on the expense report form. Only costs related to CAC Members and Air District employees' meals are eligible for reimbursement. Costs incurred for any other person at such a meal (including applicable taxes and appropriate allocation of any tip) must be deducted from the amount of the requested reimbursement.

CAC Members who claim the allowable Per Diem Rate from the GSA website should print the page for the location of the meeting or conference from the website to attach to their expense report form. In addition, they should retain their actual receipts to substantiate out-of-pocket expenses in the event of an audit by the State or IRS. Alcoholic beverages are not a reimbursable expenditure. Alcoholic beverages may appear on the itemized receipt for a meal, but the charge (including applicable taxes and appropriate allocation of any tip) must be deducted from the amount of the requested reimbursement.

Entertainment expenditures are not considered reimbursable expenditures. This includes, but is not limited to, meals unrelated to Air District business, movies, shows, etc...

h) Other Meals

Expenditures for business meals other than meals during travel, such as meals with other elected officials where Air District business is discussed, must be preapproved by the Executive Officer. To obtain reimbursement for such expenditures, the following documentation is required and must be recorded on the expense report form or backup documentation: i. Names of individuals present along with their titles and affiliation, ii. Name and location of where the meal took place, iii. Exact amount and date of the expenditure, and iv. Specific Air District-related topics discussed.

i) Miscellaneous Travel Expenditures

Ordinary, reasonable, and necessary miscellaneous expenditures are reimbursable at actual cost when accompanied by itemized receipts and justification for the expenditures including WiFi, phone, fax, and similar expenses.

In-flight phones and WiFi services should be used only in emergency situations.

Tipping – reasonable and customary tipping rates are reimbursable. In the US 15-20% gratuity on meals, up to a \$3 baggage handling gratuity and up to \$5 per day housekeeping gratuity are considered reasonable and are allowable. (Receipts for baggage and housekeeping gratuities are not required for reimbursement.)

Transportation – Fares and expenditures for taxis, shuttles, buses, BART, or other public transportation (including Uber, Lyft or similar services) are reimbursable when incurred for Air District business. Receipts should be obtained whenever possible, but expenditures are still eligible for reimbursement when a receipt is unavailable. If a receipt is not available, a printout from the transportation agency showing the fare must be submitted for reimbursement. For example: a printout from the BART website showing the total fare for the trip taken. CAC Members should apply prudent business judgment in determining the means of transportation to use.

Personal/Private Vehicle Usage – CAC Member's use of a personal/private vehicle is reimbursable at the mileage rate established by the IRS which can be found at www.irs.gov. Details on the date of travel, starting and ending destinations, purpose of travel, miles driven, tolls and parking costs (receipt required when possible) incurred must be provided on the expense report form. A printout from a map website such as Google Maps should be used to determine the total miles driven and must be submitted with the expense report form. CAC Members who operate vehicles on Air District business must have a valid driver's license and proof of insurance in their possession, and a good driving record.

j) Justified Air District Travel

Justified Air District travel trips include but are not limited to:

- Attending meetings with local representatives in Sacramento or Washington DC or Sacramento with Air District Staff for legislative advocacy purposes.
- Attending the AWMA Conference as an Air District representative
- Attending other air quality-related conferences as an Air District representative

NOTE: Justified travel is not limited to the list provided above. This list is provided for reference purposes only and includes the most common examples of justified travel. All trips must be preapproved, regardless of whether they are included on this list.

k) Non-Reimbursable Expenditures

Non-reimbursable expenditures include but are not limited to:

Airfare upgrades or rental car upgrades

Air phone charges (except in emergencies)

Alcoholic beverages

Business class airfare

Entertainment expenditures

Expenditures incurred by/for spouses or other travel companions

Expenditures related to personal days while on business trip

First class airfare Interest incurred on credit cards

Loss due to theft of cash or personal property

Lost baggage or briefcase Meeting room rentals (when not for Air District business) "No show" charges for hotel or car service

Optional travel or baggage insurance

Parking or traffic tickets or fines

Personal items

Reading material such as magazines, books and newspapers

Rental car insurance

Valet parking fees

NOTE: Non-reimbursable expenditures are not limited to the list provided above. This list is provided for reference purposes only.

l) Forms

The Travel and Expense Reimbursement Forms and Member Travel Report Back Form are kept by the Clerk of the Board.

2.2 CAC MEMBER PER DIEM MEAL EXPENSES. The CAC is authorized to include meals in their expenses, when such expenses occur as a result of attendance at CAC, committee or other authorized functions and provided that receipts are presented as required.

2.3 INCIDENTAL EXPENSES OF CAC MEMBERS. Actual and necessary incidental expenses in attendance at other meetings or on direction of the CAC Chair/Co-Chairs, or Chairperson of the Board, the Community Equity, Health, and Justice Committee, or in conference on Air District business with qualified persons, shall be allowed to the member of the CAC.

Compensation Procedures

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Requirements

CAC Members are eligible to receive stipends and travel reimbursements with the appropriate documentation. To be eligible, a CAC Members must submit a completed W-9 form (with a Social Security number or IRS Individual Taxpayer Identification Number) to Air District staff. In addition, the CAC members must submit a *Community Advisory Council Compensation Agreement* to acknowledge receipt and understanding of the CAC's Compensation Policy and Procedures.

Disclaimers

Community Advisory Council Members are not employees of the Air District. Stipends are typically considered taxable income. As stipends are not considered wages, taxes will not be deducted. CAC members who meet certain income thresholds will have to calculate and pay taxes as required by law. In addition, an increase in taxable income could impact social program eligibility. Grievances applicable to any portion of the CAC Compensation Policy and Procedures shall be resolved in accordance with the Air District Administrative Code.

EXHIBIT C

COMMUNITY EQUITY HEALTH
AND JUSTICE COMMITTEE
MEETING OF 06/21/2023

Community Advisory Council Charter

1.1 Purpose

The Bay Area Air Quality Management District (Air District) Board of Directors approved the formation of the Community Advisory Council (CAC) on Nov. 17, 2021. The Community Equity, Health, and Justice Committee (CEHJ) of the Air District selected the slate of candidates and recommended establishing the CAC on Nov. 4, 2021. The purpose of the CAC is to use environmental justice principles to provide guidance to the Board of Directors on programs and policies that impact overburdened communities within the Air District's jurisdiction to ensure the fair treatment of all persons living in those communities. The CAC will use environmental justice principles to identify and inform planning and decision making with the goal of mitigating and remedying projected disproportionate impacts of air pollution exposures and reducing health risks and inequities associated with poor air quality for people who live, work, and play in already vulnerable and historically marginalized, [overburdened communities](#). The CAC will aim to meaningfully engage impacted communities to represent and address stakeholders' interests. The CAC advises Air District leadership on community-related matters to advance an equity-forward policy agenda.

Definitions:

- Environmental justice: The State of California defines **environmental justice** as “the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies.” (California Government Code §65040.12(e).) According to the U.S. Environmental Protection Agency “**fair treatment**” means “no group of people should bear a disproportionate share of the negative environmental consequences resulting from industrial, governmental and commercial operations or policies.” (Guidance on Considering Environmental Justice During the Development of a Regulatory Action).
- Overburdened community: an area located within a census tract identified by the California Communities Environmental Health Screening Tool (CalEnviroScreen), Version 4.0, as having an overall CalEnviroScreen score at or above the 70th percentile, or within 1,000 feet of any such census tract.¹

¹ Bay Area Air Quality Management District, *Regulation 2, Permits, Rule 1, Section 2-1-243*.
<https://www.baaqmd.gov/~media/dotgov/files/rules/reg-2-permits/2021->

- Meaningfully engage: Meaningfully involving impacted communities is essential to addressing environmental justice. According to the U.S. Environmental Protection Agency, *meaningful involvement* means “(1) people have an opportunity to participate in decisions about activities that may affect their environment and/or health; (2) the public's contribution can influence the regulatory agency's decision; (3) community concerns will be considered in the decision-making process; and (4) decision makers will seek out and facilitate the involvement of those potentially affected.” (Guidance on Considering Environmental Justice During the Development of a Regulatory Action).

The CAC will utilize the [17 Principles of Environmental Justice](#) and [Jemez Principles for Democratic Organizing](#), which are both available on the Air District website and hereinafter incorporated by reference in Appendix A.

1.2 Mission Statement

The CAC believes in protecting the fundamental right to clean air for all communities. We aim to provide access to meaningful community engagement and bring community priorities into focus at the Air District. We are committed to democratic decision making and achieving equitable solutions to the impacts of air pollution and the polluting economy. We prioritize solutions that can be applied to more than one community. We are dedicated to eliminating pollution threats both upstream and downstream, standing in solidarity, sharing power and resources, and listening to and amplifying voices from communities that are the most impacted and overburdened.

1.2.1 Goals

The goals of the CAC are as follows:

- To provide representation on behalf of all communities, including overburdened communities to the Air District Board of Directors.
- To serve as a liaison between the community and the Air District Board of Directors and staff to influence decisions, policies, procedures, and processes to ensure equity, inclusion, civil rights, and environmental justice.

1.2.2 Guiding Principles

CAC members will provide independent and objective advice and be committed to the following principles:

- a. Laying a solid foundation for successful, future CAC members and ensuring long-term sustainability of the CAC's commitment to environmental justice.

- b. Elevating voices and advocating for communities who are not currently being represented or heard.
- c. Building a deep, authentic, and mutually accountable relationship among CAC members.
- d. Helping CAC members value, actualize, and institutionalize environmental justice principles throughout all CAC practices.
- e. Being recognized as partners in the fight to define how we mitigate the impacts of climate change and air pollution exposure to reduce health risks and inequities associated with poor air quality.
- f. Using influence, expertise, and privilege to protect our communities.
- g. Identifying gaps in underrepresented, community-led² decision making, and avenues for well-compensated opportunities for people in the Black, Indigenous, and People of Color (BIPOC) communities.
- h. Striving to include cultural competence.
- i. Acknowledging that one methodology does not apply to all communities and seeking to address the conditions in each community as needed. Utilizing and applying resources and tools based on those differences.
- j. Maintaining impartiality, fairness, and respect for all CAC members and the communities we represent.

1.2.3 Civility

The members of the CAC promote authentic respect for others and strive to see common ground in order to produce our best work for the CAC and the communities that we represent. We are committed to a conscious demonstration of mutual respect — for people, their roles, and their knowledge and expertise. We seek to create a safe environment where diverse viewpoints will be heard and considered. To that end, members of the CAC will act with respect and civility when interacting with each other, the Air District Board of Directors, staff, and members of the public.

Behavior which violates the CAC’s commitment to respect and civility includes, but is not limited to, yelling, cursing, interrupting, humiliating, threatening, and all forms of harassment.

Any violations of this provision will be handled as stated in the Conflict Resolution section below.

1.2.4 Conflict Resolution

In the event that a conflict or behavior arises that violates the CAC’s commitment to respect and civility between CAC members and/or between CAC members and Air District staff, regarding CAC matters:

² Underrepresented community-led: *Underrepresented community* is used to describe those who have been historically and are still systematically excluded from political and policy-making processes, which includes many disadvantaged and vulnerable communities.

Step 1: CAC members agree to work in a collaborative fashion and strive for consensus on the issues before they are brought to the CAC.

Step 2: In the event of an impasse or conflict that continues or becomes an official complaint (sent via email to the Co-Chairs and CAC team staff serving as the in-house mediators), the Co-Chairs and CAC Team Staff shall work with the members in conflict first as in-house mediators.

Step 3: If there continues to be an impasse between CAC Members and/or between CAC Members and Air District staff, those concerned will work with the APCO to reach an agreement.

Step 4: If agreement or resolution cannot be reached with staff or the APCO, a mutually agreed upon third-party mediator will be utilized to resolve the conflict and provide a recommended action to the Board.

In the event of a conflict on agenda items, CAC members can agree to postpone the action or agenda item for discussion until the next meeting, from the date the issue arises, to allow for the Co-Chairs and CAC team staff to help resolve the issue. If during the meeting the facilitator cannot help the CAC reach an agreement, then the action or agenda item in question will not proceed.

Individual members cannot be compelled to participate in any action to which they do not agree. Individual members may abstain from participation in a decision when they believe it would be inappropriate for them to participate in that action or decision.

1.3 Leadership

In 2022, the CAC approved a three Co-Chair model. The leadership model may be amended based on needs expressed by the CAC and approved by the Board but it shall be no more than three Co-Chairs at a time.

1.3.1 Duties of Leadership

- a. The Co-Chairs shall preside over bi-monthly meetings of the CAC in rotation.
 - I. Presiding over a meeting requires a Co-Chair to open, manage, and adjourn meetings, and to adjust the set order of speakers in collaboration with the facilitator and Air District staff.
 - II. In the event the Co-Chair scheduled to preside over the meeting is absent or unable to perform their duties, the Co-Chair scheduled to preside next shall preside over the meeting and perform all chair duties.

- b. The Co-Chairs shall oversee the preparation and distribution of the agenda and materials for the CAC meetings.
- c. The Co-Chairs shall work with Air District staff and the CAC meeting facilitator to plan, structure, and coordinate CAC meetings.
- d. The Co-Chairs shall attend and provide updates to the Air District Board of Directors as needed and/or requested and interact with the Air District Board of Directors in representation of overburdened communities within the nine Bay Area counties, and on behalf of the CAC members.
- e. The Co-Chairs shall oversee activities of the ad hoc committees.
- f. The Co-Chairs shall perform all other necessary and incidental duties as prescribed by the CAC Charter.
- g. The Co-Chairs shall communicate with each other, divide work, and share information and updates in a timely manner.
- h. The Co-Chairs shall address conflict within the CAC membership and leadership.
- i. The Co-Chairs shall ensure that CAC decisions are made in a democratic, equitable, and timely manner.
- j. The Co-Chairs shall represent the CAC at the Budget Committee and provide feedback on the Air District's budget.
- k. The Co-Chairs shall work with Air District staff to define and oversee the CAC's annual budget.
- l. The Co-Chairs shall understand and adhere to the Brown Act and Robert's Rules of Order.

1.3.2 Leadership (Co-Chairs) Terms of Office

1.3.3 Terms of Leadership

Leadership is appointed for a two (2) year term and no member may serve for more than two, 2-year terms consecutively.

1.3.4 Election of Leadership (Co-Chairs)

The inaugural leadership of three (3) Co-Chairs was elected at the second meeting of the CAC.

If a leadership position becomes vacant, that position must be filled within two meetings after the vacancy occurs. The leadership position shall be filled through a nomination, selection, and voting process. The process will be as follows:

- Members seeking a vacant leadership position shall submit an essay, which provides a summary of their background and outlines the reasons they seek the

position. The full CAC shall be presented with the essays 72 hours in advance of the meeting in which the CAC will vote on each prospective candidate. The candidate receiving the majority of the votes will be selected to fill the vacant leadership position.

1.4 CAC Members

1.4.1 Composition of the CAC

The initial membership of the CAC, including Co-Chairs, shall be composed of seventeen (17) members who live or work in overburdened communities in California, as follows:

- Four (4), Alameda County
- Four (4), Contra Costa County
- One (1), San Francisco County
- One (1), San Mateo County
- Two (2), Santa Clara County
- One (1), Solano County
- Two (2), at-large
- Two (2), youth

Youth are considered to be individuals between the ages of 14 and 24 at the beginning of their term.

Regarding at-large member seats, priority should be given to individuals living or working in Marin, Napa, or Sonoma counties or individuals with special expertise, such as wildfire management.

Also, diversity, equity, and inclusion on the CAC are highly valued.

1.4.2 Duties of Members

CAC members shall fully participate in bi-monthly meetings and be fully engaged during discussion. The CAC members shall also review materials prior to meetings and come prepared for engaged discussion, active listening, and respectful dialogue. Meeting preparation includes attending required trainings defined below and other trainings as planned by the Co-Chairs or suggested by the CAC. Further, CAC members shall perform all other duties as prescribed by this Charter.

All Members, except CAC leadership, are expected to join at least one ad hoc committee every year to ensure a balance of work for what the CAC has to accomplish, if their schedule allows. Council Members will vote during the first meeting on a time and day for a meeting that works best for the majority. Staff will provide an orientation of the expectations related to the CAC membership requirements.

1.4.2.1 Mandatory Annual Trainings

CAC members and leadership shall attend and participate in four (4) mandatory annual trainings as follows:

- **Brown Act Training:** The Brown Act is a California law that guarantees the public's right to attend and participate in meetings of local legislative bodies.
- **Robert's Rules of Order Training:** Robert's Rules, widely known as parliamentary procedure, was developed to ensure that meetings are fair, efficient, democratic, and orderly.
- **Civility Training:** Civility is an essential aspect of every work environment to create and maintain a fair and professional culture. This civility training is designed to teach CAC members the norms of acceptable conduct and how to identify, prevent, and respond professionally to situations of incivility.
- **Team building and conflict resolution training.**

Additionally, CAC members shall complete an ethics training course within the first year of their term and are required to take follow-up training biannually.

1.4.2.2 Virtual, Hybrid, and In-Person Meetings

In 2022, the CAC attended meetings virtually. As of March 2023, the CAC will meet in person at a location within the nine-county Bay Area with a required quorum of 9 out of 17 members. CAC members may attend remotely under specific circumstances outlined in the Brown Act and AB 2449 and in the Attendance section of this document.

CAC members, and members of the public with disabilities, who need accommodations consistent with Section 504 of the Rehabilitation Act to have equal opportunities to participate in CAC meetings should contact Air District staff.

Reimbursements for travel are outlined in the CAC's Compensation Policy and Procedures.

1.4.3 Members Terms of Office

CAC Members apply or reapply for either a two-year term or a four-year term. CAC Members are limited to serving a total of eight (8) years. This will ensure that others have the opportunity to participate in the CAC and that there is continuity of County or institutional knowledge. The inaugural CAC will serve for four (4) years with the ability to reapply.

1.4.3.1 Appointment of Members

The CAC members are appointed by the Board of Directors. Vacancies are to be filled by the Board of Directors as described in the following process. The CEHJ shall provide guidance on selection criteria and on prospective CAC members. The CAC shall create a CAC Selection Ad Hoc Committee, which may include at least one CEHJ member or other Board member chosen by the Board Chair, to recommend a candidate or slate of candidates to the Community Equity, Health and Justice Committee (CEHJ, according to the guidance provided by the CEHJ. The candidates approved by the CEHJ Committee will be recommended to the Board of Directors for final approval.

The CAC Selection Ad Hoc will be tasked with developing criteria for the selection of candidates, according to the guidance developed by CEHJ. Priority should be given to individuals from Bay Area communities overburdened by air pollution, environmental justice communities, and/or those with a history of partnering with environmental justice communities.

1.5 Standing Committees and Ad Hoc Committees

Upon approval by a majority of its members, the CAC may form committees to advise the CAC on its ongoing functions. The committees shall be composed of members of the CAC. Committee members shall vote on committee leadership during the first meeting.

1.5.1 Standing Committees

A standing committee is considered a legislative body and is subject to Brown Act requirements of staffing support, if budget allows. A committee is considered “standing,” irrespective of its composition, if it has a continuing subject-matter jurisdiction, or a meeting schedule fixed by charter, ordinance, resolution, or formal action of a legislative body.

1.5.2 Ad Hoc Committees

An ad hoc committee is an advisory committee composed of less than a quorum of members, which will serve for a limited term or single purpose. After the duties of the ad hoc committee are accomplished, and presented to and approved by the CAC, the ad hoc committee will be dissolved. The ad hoc committees will aim to complete their task(s) within six months of assignment.

Furthermore, ad hoc and standing committees shall follow the following guidelines:

1. Limitations: A CAC member cannot simultaneously participate on more than two ad hoc committees, although they can be placed as an alternate on a third committee. This will ensure that all CAC members have an equal opportunity to make their voices heard and exercise their skills and expertise.
2. Commitment: Once selected, CAC members must serve their full term on an ad hoc and/or standing committee. A CAC member cannot abandon their commitment to an ad hoc or standing committee to join another committee.
3. Accountability: Council Members with a track record that matches the attendance requirement set forth above for Ad Hocs or Standing Committees, will be placed as alternates if they wish to participate in another committee.
4. Priority: CAC members not participating on an ad hoc or standing committee will be given priority to serve on newly formed committees (i.e., ad hoc or standing). After which, CAC members currently participating in one (1) committee will be given preference. Lastly, CAC members serving on two (2) committees will be placed as alternates until one of their current ad hoc committees completes its assigned task and is dissolved.
5. Exceptions: The CAC may create an Ad Hoc Committee if an emergent topic or situation demands it, which may require exceptions that supersede the limitations and commitments outlined above. The emergency Ad Hoc Committee will remain active until the mission or task is accomplished.

1.5.2.1 Work Plan Ad Hoc Committee

The CAC will form a CAC Work Plan Ad Hoc Committee annually to set the CAC's work plan and schedule each year. The CAC Work Plan Ad Hoc Committee will identify several priority areas to adhere to and will establish appropriate criteria measures. CAC Members, Community Members, Air District Staff, and the Air District Board will have the opportunity to recommend agenda items of potential relevance to the CAC for inclusion in the work plan. Once dissolved, CAC Co-Chairs are responsible for implementing the work plan and reserve the right to amend the work plan in an emergency or emergent situation, as defined in the *Setting Agendas* section on page 13.

1.5.2.2 Governance Ad Hoc Committee

In 2022, the CAC formed a CAC Governance Ad Hoc Committee to develop the CAC's governance agreement. The CAC hereby presents the CAC's Charter, which sets forth the mission, goals, scope, rules, and actions applicable to the CAC and CAC membership. Once the mission is accomplished, presented to and adopted by a quorum of the CAC, and approved by the Board of Directors, the Governance Ad Hoc Committee will be dissolved.

The CAC Governance Ad Hoc Committee may be reestablished with a new slate of CAC members to review, revise, and/or propose amendments. Any revisions to the existing charter shall be presented and discussed by the CAC and recommended for approval by the Air District Board of Directors.

1.6 Community Engagement

The CAC will aim to engage the community in the following ways:

- Bi-annual newsletter, which includes items that have been addressed, future meeting dates and agendas, success stories, and ways to engage with the CAC
- CAC web page
- CAC meetings
- Outreach events or workshops hosted by CAC members or the Air District
- Bi-monthly community meetings led by the Compliance and Enforcement Division of the Air District

1.7 Meetings

1.7.1 Facilitation of Meetings

An external professional meeting facilitator will be hired to assist the CAC with bimonthly CAC meetings, if budget allows. For 2022-2023, a facilitator was hired through a competitive process with participation of CAC members. The external facilitator works directly with the CAC leadership to plan and execute the meeting plan in consultation with Air District staff. The facilitator will keep the meetings on track with guidance from the Co-Chairs and will enforce the following meeting expectations and ground rules for CAC members:

- *The first expectation is **preparation**: Come prepared for meetings and review all documents that the CAC will discuss.*
- *Second, is **communication and language**: Communicate with respect and be mindful of individual speaking time so that everyone has the opportunity to speak in meetings. Personal attacks will not be tolerated. Zoom meetings are publicly accessible, so CAC members are expected to conduct themselves accordingly.*
- *Third, is **distractions**: Avoid distractions and stay present. Active listening is imperative to ensure that members understand other people's viewpoints.*
- *Fourth, is **timing**: Respect time agreements and stay on topic.*
- *Finally, **facilitation**: The facilitator will intervene to keep the conversation on track and on time and will remind members of these ground rules as necessary.*

The facilitator will have limited authority to open the meetings, convey the agenda item(s), confirm the meeting has quorum after the clerk takes roll call, facilitate the flow of meetings in accordance with the Brown Act and Robert's Rules of Order, maintain order, and defer to the Air District legal representative or staff if needed.

Air District staff will facilitate ad hoc committee meetings, Co-Chair meetings, and other meetings as needed. CAC members, staff, or the Co-Chairs may identify the need for facilitator or contractor support for any CAC meeting, if budget allows.

1.7.2 Regular Meetings

Regular meetings of the CAC are held on the third Thursday of every other month at 6:00 p.m. PT. All meetings will be held in accordance with the Brown Act. Meeting schedule is subject to change, if necessary.

1.7.3 Special Meetings

A majority of Co-Chairs or a majority of the CAC members may call special meetings, following the noticing guidelines set forth in the Brown Act.

1.7.4 Notice of Meetings

Meeting agendas and notices must be posted at the meeting site and on the Air District website in compliance with all applicable laws, including but not limited to the Ralph M. Brown Act. (Government Code Section 54950 et seq.)

Agendas and notices shall be emailed to each CAC member and any person who submits a written request to the Air District for such notice.

1.7.5 Adjournment or Cancellation of Meetings

The presiding Co-Chair or Air District staff may adjourn or cancel a meeting if a quorum will not be present or if the meeting date conflicts with a holiday. Notices of adjournment or cancellation shall be emailed to CAC members and posted at the meeting site and on the Air District [website](#).

1.7.6 Meetings of CAC Members with the Air District

CAC members that meet with Air District staff or Board of Directors, on behalf of the CAC, should inform the CAC Co-Chairs of the discussion within 72 hours of the date the meeting is held.

Action items directed to CAC leadership from CEHJ Committee or Board leadership, the CEHJ Committee, or the Board of Directors should be communicated to CAC leadership within 72 hours via memo.

1.7.7 Meetings of the Ad Hoc

Ad Hoc Committee Chairs are expected to provide a monthly verbal report-out on the progress of the Ad Hoc Committees to CAC leadership. Report-outs should be a brief summary.

1.7.8 Quorum Requirements

Effective March 1, 2023, 50% plus one of CAC members (or 9 out of 17 members in 2022-2023) must be present in person to constitute a quorum and for voting to be conducted.

1.7.8.1 Action at a Meeting; Quorum and Required Vote

A quorum is required to take any official action beyond roll call and adjournment. The affirmative vote of a majority of the members of the CAC shall be required for the approval of all substantive matters. Agenda items that require no action may still be presented and discussed without a quorum.

1.7.8.2 Voting and Abstention

CAC meetings will be conducted in compliance with the Brown Act (Government Code Section 54950 et seq.), Robert's Rules of Order, CAC Charter, and state and local laws. Participation and voting are based on Brown Act requirements and current legislation. Staff will provide an updated summary of any changes as required by law.

1.7.8.3 Conduct of Meetings

(a) All meetings shall be governed by the Ralph M. Brown Act (Government Code Section 54950 et seq.), the CAC Charter, and Robert's Rules of Order for decorum and parliamentary procedure.

(b) Cell phones shall be turned off during all CAC meetings.

(c) The Co-Chairs may issue a warning to any member of the public who is disruptive during CAC meetings. In the event of repeated disruption of any kind, the Co-Chairs shall direct the offending member of the public to leave the meeting. If the meeting is disrupted by *any* member of the public, we hold the right to remove the individual from the meeting with the assistance of security or by muting and turning off the camera of that individual.

(d) The chat feature will be unavailable for the full duration of Zoom meetings due to accessibility limitations.

1.8 Agenda Items

1.8.1 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 will have three minutes each to address the CAC. Members of the public who wish to speak on non-agenda items, will have three minutes to address the CAC. Members of the public who are speaking through an interpreter will have six minutes to address the CAC. All meetings will have a rebuttal period that allows an additional one (1) minute to any member of the public who would like to provide a rebuttal.

1.8.2 Setting Agendas

Air District staff, at the direction of the Co-Chairs, will prepare and distribute the agenda and materials for CAC meetings.

1.8.2.1 Current Agenda Setting Process:

1. A CAC member and/or member of the public may propose agenda item(s) during a CAC meeting or via email to staff.
2. Staff will track proposed agenda items and bring them to the Work Plan Ad Hoc Committee (when constituted) and the Co-Chairs.
3. The Co-Chairs will work from the work plan developed by the Work Plan Ad Hoc Committee once adopted by the CAC membership for the upcoming agenda.
4. Staff will identify presenters and draft presentation and memo (materials).
5. Staff will work with the CAC member(s) who requested the agenda item(s) to create materials as needed.
6. Staff will finalize materials.
7. Staff will send materials to Co-Chairs and the CAC member(s) who requested the agenda item for final approval.
8. Staff will update materials with final edits.
9. Executive staff will review materials.
10. Executive staff will provide edits, if needed.
11. Executive staff will route the materials for public distribution.

The Co-Chairs will work from the work plan developed by the Work Plan Ad Hoc once adopted by the CAC membership. The Co-Chairs, Staff, CAC Members or the public can make requests for new topics not included in the work plan. The Public can make requests for agenda items at CAC meetings during the Public Comment on Non-Agenda Items or by emailing staff at communityadvisorycouncil@baaqmd.gov. New additions to the work plan must be approved by majority vote of the CAC.

The Co-Chairs can amend the work plan, as needed when an emergency or emergent issue requires it. An emergency is defined as an event that impacts the health and safety of the community (i.e., flaring). An emergent issue is considered emergent if it is new and immediate action from the CAC is required (i.e., funding opportunity, legislative

issue). The current work plan must be included in the materials of every CAC meeting. Changes must be noted when made.

Also, the CEHJ or Board may require advice or recommendations of the CAC on a particular matter or issue (refer to the process outlined in 1.7.6).

1.9 Conflict of Interest Policy

Conflict of interest laws prohibit CAC members or immediate family from benefiting financially from their relationship with the Air District by way of the CAC. Any CAC member, or immediate family members of CAC members, who would directly benefit financially from a contract, must recuse themselves and not be present during a vote to avoid influencing other CAC members.

1.10 Meeting Minutes

Minutes shall be taken at all regular and special CAC meetings and shall comply with all applicable laws, including but not limited to the Ralph M. Brown Act (Government Code Section 54950 et seq.) and the CAC Charter. Minutes shall be approved by the majority vote of CAC members in accordance with applicable statutes.

1.11 Land Acknowledgement

The CAC recognizes that California Native American and other communities have also faced many environmental injustices and social inequities. These issues are hereby acknowledged as part of the CAC Charter. The following CAC Land Acknowledgement will be included in all CAC meeting agendas and is available on the [CAC web page](#).

We begin by acknowledging that this land is unceded Indigenous land. The territories, or counties we represent, are of the Indigenous people. To acknowledge this history of our country — that this nation was built on genocide, the exclusion and erasure of Indigenous people — grounds our work in truth. We also acknowledge that our modern global economy was founded on the free and forced labor of enslaved Black people. And that exploited labor continuously perpetuates itself in disadvantaged communities of color, as we see in the treatment of farm workers, immigrant workers, prison labor and domestic workers. This practice of land acknowledgment calls on us to recognize our violent history that is the foundation of white supremacy, and to recognize the longstanding and ongoing resistance of People of Color to dehumanization, repression and homicide. And that the brilliance and leadership of People of Color in resistance, vision, wisdom and love be honored and recognized as we work to dismantle ongoing legacies of settler colonialism and anti-blackness.

The [Air District website](#) will be updated in preparation for each CAC meeting with materials for discussion and, after each meeting, with meeting summaries, presentations, background materials, requested information, and meeting recordings.

1.12 Dissemination of Materials

All documents, materials, and correspondence produced by or submitted to the CAC, CAC staff, or facilitator are considered public information and subject to the California Public Records Act regulations and procedures for disclosure and transparency. Information related to the operations of the CAC will be made available to the public as requested.

1.13 Public Meetings

All CAC meetings will be noticed and open to the public in accordance with the Brown Act.

1.14 Attendance

The CAC requires the active participation and attendance by members of at least 75% of all meetings during every year served. This applies to Co-Chair meetings, committee meetings, and attendance at meetings of the full CAC. CAC members will inform staff and CAC leadership of any potential absences. As of March 1, 2023, per AB 2449 teleconferencing requirements, members remotely joining CAC meetings that require a quorum must have a "just cause" or an emergency excuse approved by a majority of the CAC in order to participate and vote. CAC members joining CAC meetings remotely without a just cause or approved emergency excuse will not be able to vote and therefore will not be counted present in the meeting.

1.14.1 Absenteeism: CAC Meetings

CAC members are allowed to miss three (3) meetings in one calendar year. Continued absenteeism from CAC Meetings constitutes voluntary abandonment. After two (2) CAC meetings have been missed, staff will send a courtesy letter reminding the absent member of the attendance requirements of the CAC and warning them that they are at risk of losing their seat. Staff will be responsible for informing the Co-Chairs of absent members. Staff will inform a member that they have lost their seat on the CAC after three meetings are missed. Vacant seats on the CAC will be filled as described in the Appointment section on page 8 of this document.

1.14.2 Absenteeism: Co-Chair Meetings

Co-Chair meetings occur every week up to four hours per month.

Co-Chairs are allowed to miss three (3) meetings every two (2) consecutive months. Continued absenteeism from Co-Chair meetings constitutes voluntary abandonment. After two (2) Co-Chair meetings have been missed, staff will send a courtesy letter reminding the absent Co-Chair of the attendance requirements of the Co-Chairs and warning them that they are at risk of losing their seat. Staff will be responsible for informing the Co-Chairs and the CAC of absent Co-Chairs. Staff will inform a Co-Chair that they have lost their seat on the CAC after three (3) meetings are missed. The Co-Chairs reserve the right to jointly adjust the schedule around the holidays.

Any vacant Co-Chair appointment shall be filled within two (2) meetings after the vacancy occurs through a nomination, selection, and voting process.

1.14.3 Absenteeism: Ad Hoc Meetings

Ad hoc meetings will generally occur every other week (biweekly).

Ad hoc committee members are allowed to miss three (3) meetings every two (2) consecutive months. Continued absenteeism from ad hoc meetings constitutes voluntary abandonment. After two (2) ad hoc meetings have been missed, staff will send a courtesy letter reminding the absent ad hoc member of the attendance requirements of ad hoc members and warning them that they are at risk of losing their seat. Staff will be responsible for informing CAC members of absent members. Staff will inform CAC members that they have lost their seat on the CAC after three (3) meetings are missed. The Co-Chairs reserve the right to jointly adjust the schedule around holidays.

Any vacant appointment of an Ad-Hoc Committee shall be filled within two (2) meetings after the vacancy occurs through a nomination, selection, and voting process.

1.15 Amendment of CAC Charter

The CAC and the Board shall revisit the Charter to make requests for amendments in January of every odd-numbered year following the Board approval of the Charter. The CAC shall provide thirty (30) days' notice for public comment before adopting any amendments to the CAC Charter.

The Community, Equity, Health and Justice Committee and the Board of Directors must approve the Charter before any changes can take effect.

1.16 Compensation

Compensation for CAC Members will be subject to attendance and in accordance with the CAC's Compensation Policy and Procedures. The CAC and the Board shall revisit the Compensation Policy and Procedures to make requests for amendments during the first month of the year of every other year. Updates to the Policy shall include a revision based on cost-of-living increase.

COMMUNITY ADVISORY HEALTH AND JUSTICE COMMITTEE
MEETING OF 06/21/2023

Appendix A

Delegates to the First National People of Color Environmental Leadership Summit held on October 24-27, 1991, in Washington, D.C., drafted and adopted these 17 principles of Environmental Justice. Since then, the principles have served as a defining document for the growing grassroots movement for environmental justice.

Environmental Justice Principles³:

- 1) **Environmental Justice** affirms the sacredness of Mother Earth, ecological unity and the interdependence of all species, and the right to be free from ecological destruction.
- 2) **Environmental Justice** demands that public policy be based on mutual respect and justice for all peoples, free from any form of discrimination or bias.
- 3) **Environmental Justice** mandates the right to ethical, balanced and responsible uses of land and renewable resources in the interest of a sustainable planet for humans and other living things.
- 4) **Environmental Justice** calls for universal protection from nuclear testing, extraction, production and disposal of toxic/hazardous wastes and poisons and nuclear testing that threaten the fundamental right to clean air, land, water, and food.
- 5) **Environmental Justice** affirms the fundamental right to political, economic, cultural and environmental self-determination of all peoples.
- 6) **Environmental Justice** demands the cessation of the production of all toxins, hazardous wastes, and radioactive materials, and that all past and current producers be held strictly accountable to the people for detoxification and the containment at the point of production.
- 7) **Environmental Justice** demands the right to participate as equal partners at every level of decision-making, including needs assessment, planning, implementation, enforcement and evaluation.
- 8) **Environmental Justice** affirms the right of all workers to a safe and healthy work environment without being forced to choose between an unsafe livelihood and unemployment. It also affirms the right of those who work at home to be free from environmental hazards.
- 9) **Environmental Justice** protects the right of victims of environmental injustice to receive full compensation and reparations for damages as well as quality health care.

³ Principles of Environmental Justice, <https://www.ejnet.org/ej/principles.html>. Accessed December 19, 2022.

10) **Environmental Justice** considers governmental acts of environmental injustice a violation of international law, the Universal Declaration On Human Rights, and the United Nations Convention on Genocide.

11) **Environmental Justice** must recognize a special legal and natural relationship of Native Peoples to the U.S. government through treaties, agreements, compacts, and covenants affirming sovereignty and self-determination.

12) **Environmental Justice** affirms the need for urban and rural ecological policies to clean up and rebuild our cities and rural areas in balance with nature, honoring the cultural integrity of all our communities, and provided fair access for all to the full range of resources.

13) **Environmental Justice** calls for the strict enforcement of principles of informed consent, and a halt to the testing of experimental reproductive and medical procedures and vaccinations on people of color.

14) **Environmental Justice** opposes the destructive operations of multinational corporations.

15) **Environmental Justice** opposes military occupation, repression and exploitation of lands, peoples and cultures, and other life forms.

16) **Environmental Justice** calls for the education of present and future generations which emphasizes social and environmental issues, based on our experience and an appreciation of our diverse cultural perspectives.

17) **Environmental Justice** requires that we, as individuals, make personal and consumer choices to consume as little of Mother Earth's resources and to produce as little waste as possible; and make the conscious decision to challenge and reprioritize our lifestyles to ensure the health of the natural world for present and future generations.

Jemez Principles⁴:

1. Be Inclusive
2. Emphasis on Bottom-Up Organizing
3. Let People Speak for Themselves
4. Work Together In Solidarity and Mutuality
5. Build Just Relationships Among Ourselves
6. Commitment to Self-Transformation

⁴ Sierra Club. *Jemez Principles*. <https://www.sierraclub.org/sites/www.sierraclub.org/files/sce/grand-canyon-chapter/misc-pdf/Jemez%20Principles%20Poster.pdf>. Accessed December 19, 2022.

Appendix B

The CAC Charter was developed using information from various sources, including:

Bay Area Air Quality Management District. *Regulation 2, Permits, Rule 1, Section 2-1-243*. <https://www.baaqmd.gov/~media/dotgov/files/rules/reg-2-permits/2021->

California Air Resources Board. *Partnering Agreement-West Oakland Toxic Reduction Collaborative*. (2018, February 14). https://ww2.arb.ca.gov/sites/default/files/2020-04/collaborative_partnering_agreement_west_oakland_acc.pdf. Accessed January 3, 2023.

City and County of San Francisco: *Power Plan Task Force By Laws*. https://sfgov.org/sfc/pppcatf/index_162_2134.html?page=162. Accessed January 3, 2023

Metropolitan Transportation Commission. *Metropolitan Transportation Commission Resolution No. 3931*. (2009, November 18). https://mtc.ca.gov/sites/default/files/documents/2022-01/RES-3931_approved.pdf. Accessed January 3, 2023.

Partnering Agreement-West Oakland Toxic Reduction Collaborative “Collaboration on Call.”

San Francisco Bay Conservation and Development Commission. *Environmental Justice Advisors Charter*. <https://bcdc.ca.gov/ejwg/environmental-justice-advisors-charter.html>. Accessed January 3, 2023

San Francisco Bay Conservation and Development Commission. *San Francisco Bay Plan*. https://www.bcdc.ca.gov/plans/sfbay_plan.html. Accessed January 3, 2023

The Bay Area Air Quality Management District. *The Path to Clean Air in the Richmond-North Richmond-San Pablo Area Community Steering Committee Charter and Participation Agreement*. <https://www.baaqmd.gov/~media/files/ab617-community-health/richmond/ptca-charter-agreement-pdf.pdf?la=en>. Accessed January 3, 2023.

United States Environmental Protection Agency. *Guidance on Considering Environmental Justice During the Development of Regulatory Actions*. <https://19january2021snapshot.epa.gov/sites/static/files/2015-06/documents/considering-ej-in-rulemaking-guide-final.pdf>. Accessed January 3, 2023.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: June 21, 2023

Re: Incentive Programs Targeting Heavy-Duty Mobile Sources for Community Health

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

The Bay Area Air Quality Management District (Air District) aims to create a healthy breathing environment for every Bay Area resident while protecting and improving public health, air quality, and the global climate. Since its formation in 1955, as the first regional air quality agency in the nation, it has led the effort to reduce air pollution and greenhouse gas emissions and to protect public health in the Bay Area.

In the Bay Area, air pollutants, such as particulate matter (PM), toxic air contaminants, and other chemicals that react in the atmosphere to form ozone, are emitted by mobile, stationary, and naturally occurring sources. Examples of stationary sources include factories, refineries, foundries, and gas stations, while mobile sources include cars, trucks, trains, marine vessels, and farm and construction equipment. The Air District has regulatory authority over stationary sources of air pollution in the nine counties that surround San Francisco Bay, while the State and federal governments are responsible for regulating mobile sources of air pollution.

Air pollution can cause or contribute to a wide range of health effects and illnesses, depending upon individual exposure and tolerance to air pollution. Identifying the sources of emissions and developing and implementing strategies to reduce them is key to effectively reducing air pollution and improving public health. Not counting wildfires or emissions from natural landscapes, about 480 tons of reactive organic gases (ROG), nitrogen oxides (NO_x), and PM_{2.5} emissions are released daily in the Bay Area, with mobile sources accounting for about half of those emissions. Within the category of mobile sources, heavy-duty on-road trucks and buses, marine, port and rail, and off-road equipment are the largest contributors to emissions.

Over the past 30 years, the Air District has been working to reduce air pollution from heavy-duty mobile sources on a voluntary basis, beyond what is already required by the State and Federal government through regulatory means. Over time, the number of funding sources and amount of

revenue has increased, allowing the Air District to annually fund a larger number of projects that achieve reductions of air pollution from more types of mobile sources. Funding for these incentive programs is primarily provided by the Carl Moyer Program, Community Air Protection Incentives Program, Mobile Source Incentive Fund (MSIF), Transportation Fund for Clean Air (TFCA), and the California Goods Movement Bond Program. Revenue for these programs is generated via fees, bond sales, Cap-and-Trade auction proceeds that are distributed to the Air District. Each funding source sets minimum project eligibility and programmatic requirements dictating how the funds may be used.

Assembly Bill (AB) 617, passed in 2017, aims to improve local air quality and health in disproportionately impacted communities. Since then, the Air District has worked with local community partners to recommend the development of a Community Emission Reduction Plan (Plan) to the California Air Resources Board for four Bay Area communities. *Owning Our Air: The West Oakland Action Plan* was the first of these Plans to be adopted (in 2019) and plans are being developed over the next few years for the communities of Richmond San Pablo, East Oakland, and Bayview Hunters Point.

As these communities work to develop and implement their Plans, staff who administer incentive program funding review the community's identified strategies to understand how the Air District's incentive programs, as well as those offered by State and Federal agencies, can help meet the goals of each Plan. With respect to the strategies that identify heavy-duty mobile sources as key contributors to high exposure and negative health impacts, staff conduct outreach to solicit projects with the dirtiest diesel equipment operating within and around impacted communities and encourage the switch to the cleanest alternatives and zero-emission technologies when possible.

DISCUSSION

The mobile source grant programs administered by the Air District work to improve air quality primarily by incentivizing the replacement of older and polluting equipment with newer and cleaner alternatives. The eligibility and programmatic requirements for these programs are established by the authorizing legislation, state adopted guidelines, and/or Board adopted policies. The guidelines and policies have started to evolve over the past few years to allow funding for upgrades to zero-emission vehicles and equipment and the installation of electric and hydrogen vehicle charging and fueling stations.

In calendar year 2022, the Air District awarded nearly \$36 million in funding to projects that will scrap and replace older highly polluting heavy-duty mobile vehicles and equipment that operate in the Bay Area and install supporting infrastructure. ***Equity is a key focus and in 2022 the Air District awarded nearly \$25 million, or approximately 70% of the \$36 million, to projects that will reduce emissions and provide benefits to priority communities, including disadvantaged and low-income communities, and AB 617 communities.*** In total, these projects will reduce an estimated 97 tons of ozone precursors and PM10 annually. Additionally, of the \$25 million awarded to projects that will reduce emissions and provide benefits to priority communities, nearly \$15 million was awarded to projects that will deploy zero emissions equipment and vehicles.

A list of the heavy-duty vehicle and equipment projects that will achieve emissions reduction benefits for priority communities is shown in Attachment 1 and a summary of the funding sources discussed in this report is shown in Attachment 2. Attachment 3 shows the amount of funding estimated to be available for all eligible mobile source project categories, including heavy duty equipment, in 2023 and 2024 by funding source. The table in Attachment 3 also shows the minimum percentage target to be awarded to projects where the air quality improvements benefit priority communities for each funding source.

The presentation to the Committee will also include a summary of the incentive funds awarded to heavy-duty mobile sources in calendar year 2022 and the types of projects that are eligible for the funding that is administered by the Air District.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None. Informational item only.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Chengfeng Wang and Alona Davis

Reviewed by: Karen Schkolnick

ATTACHMENTS:

1. List of Projects Awarded in 2022 to Heavy-Duty Projects in Priority Communities
2. Summary of the Air District's Grant Funding for Heavy-Duty Vehicles and Equipment
3. Funding Requirements for Priority Areas

Attachment 1: List of Heavy-Duty Projects that Benefit Priority Communities

Project Number	Grantee Name	Description	Award Amount	NOx (tpy)	ROG (tpy)	PM10 (tpy)	Project City
20GMCH01	Mutual Express Company	Replace 1 yard truck with 1 electric yard truck and install supporting charging infrastructure	\$115,000	0.035	N/A	0.002	Oakland
20GMCH04	Schnitzer Steel Industries, Inc.	Replace 2 yard trucks with 2 electric yard trucks and install supporting charging infrastructure	\$230,000	0.427	-	0.019	Oakland/San Jose
20GMCH10	ITS Technologies and Logistics, LLC	Replace 5 yard trucks with 5 electric yard trucks and install supporting charging infrastructure	\$575,000	0.494	-	0.003	Oakland
21GM0003	Yonas trucking	Replace on diesel truck with EV truck and infrastructure	\$230,000	0.200	N/A	-	Oakland
21GMCH01	Dow Chemical Company	Replace 2 yard trucks with 2 electric yard trucks and install supporting charging infrastructure	\$230,000	0.425	-	0.020	Hayward
22ALA09	Union City Transit	Purchase 4 zero-emission urban buses for existing bus routes	\$1,500,000	0.982	0.043	0.002	Union City
22GM0003	Ethan LLC	Replace 1 diesel truck with one natural gas truck	\$230,000	0.250	N/A	-	Oakland
22GM0004	Mewael Trucking	Replace 1 diesel with 1 electric truck and associated infrastructure	\$230,000	0.270	N/A	-	Oakland
22MOY160	Baydelta Navigation LTD	Replace four Tier 2 engines with Tier 3 and Tier 4 engines in a tug boat	\$3,529,000	30.665	2.726	1.021	Multiple locations
22MOY196	A.C. Fishing Charters, Inc. dba Tigerfish Sportfishing	Replace two Tier 2 engines with Tier 3 engines in a charter fishing vessel	\$256,000	0.576	-	0.031	Multiple locations
22MOY204	San Mateo Lumber Company, Inc.	Replace two gasoline-powered construction forklifts to two electric forklifts and install charging stations	\$219,674	0.676	0.207	0.001	San Mateo
22MOY217	Happy Hooker Sportfishing, LLC	Replace two Tier 0 engines with Tier 3 engines in a charter fishing vessel	\$380,000	1.340	-0.036	0.056	Multiple locations

Project Number	Grantee Name	Description	Award Amount	NOx (tpy)	ROG (tpy)	PM10 (tpy)	Project City
22MOY225	Hardin Vineyard Management LLC	Replace one Tier 0 with one Tier 4 diesel-powered agriculture loader, and replace 1 Tier 0 with 1 Tier 4 diesel-powered agriculture	\$135,600	0.347	0.041	0.023	Saint Helena
22MOY238	Alameda-Contra Costa Transit District	Expand AC Transit's hydrogen fueling facility in Oakland D4	\$4,505,255	N/A	N/A	N/A	Oakland
22MOY264	Lost Fae LLC	Replace one Tier 0 with one Tier 4 diesel-powered agriculture tractor with loader and backhoe attachment	\$51,700	0.036	0.033	0.009	Pescadero
22MOY271	Pinheiro dairy	Replace one Tier 0 with one Tier 4 diesel-powered agriculture tractor	\$67,100	0.200	0.025	0.013	Petaluma
22MOY281	California Dawn Sportfishing Inc.	Replace two Tier 2 engines with Tier 3 engines in a charter fishing vessel	\$123,600	0.778	0.017	0.037	Multiple locations
22MOY285	Drake's View Dairy LLC	Replace one Tier 0 with one Tier 4 diesel-powered agriculture tractor/loader	\$50,400	0.098	0.017	0.013	Point Reyes Station
22MOY287	A Cut Above Viticulture Service inc.	Replace one Tier 1 with one Tier 4 diesel-powered agriculture tractor	\$71,400	0.123	0.020	0.015	Napa
22MOY288	New Easy Rider Sportfishing LLC.	Replace two Tier 2 engines with Tier 3 engines in a charter fishing vessel	\$182,400	0.869	0.019	0.041	Multiple locations
22MOY293	Golden Gate Bridge, Highway Transportation District	Replace four Tier 3 main engines with Tier 4 main engines in two ferries operating on San Francisco Bay	\$1,410,000	10.169	1.411	0.150	Multiple locations
22MOY295	A&S Landscape Materials, Inc.	Replace one Tier 2 with one Tier 4 diesel-powered equipment	\$169,000	0.590	0.041	0.030	San Rafael
22MOY309	San Felipe Farms LP	Replace ten diesel Tier-0 engine ag tractors with ten diesel Tier-4 engine ag tractors	\$1,050,300	3.194	0.371	0.216	Gilroy
22MOY311	Jay A Clay	Replace one Tier-0 agricultural diesel-powered dozer with a Tier-4 dozer	\$153,100	0.363	0.047	0.027	Petaluma
22MOY334	Point Reyes Pastures Inc.	Replace one Tier-0 with one Tier-4 diesel powered agriculture tractor/crawler	\$135,800	0.276	0.036	0.020	Inverness

Project Number	Grantee Name	Description	Award Amount	NOx (tpy)	ROG (tpy)	PM10 (tpy)	Project City
22MOY342	Vinas Del Norte LLC	Replace one Tier 1 with one Tier 4 diesel-powered agriculture tractor, replace one Tier 2 with one Tier 4 diesel-powered agriculture	\$100,300	0.181	0.028	0.025	Saint Helena
22MOY63	B & T Farms	Replace one Tier 3 with one Tier 4 diesel- powered agriculture tractor	\$286,800	0.684	0.072	0.037	Gilroy
22SBP177	West County Transportation Agency	Replace seven CNG school buses with seven low NOx CNG school buses	\$1,540,000	0.829	0.075	-	Santa Rosa
22SBP203	Oak Grove School District	Replace nine diesel school buses with nine electric school buses and install supporting charging infrastructure	\$3,380,853	0.571	0.047	0.004	San Jose
22SBP216	Campbell Union High School District	Replace three diesel school buses with three electric school buses and install supporting infrastructure	\$1,510,616	0.192	0.011	0.001	San Jose
22SBP337	Hayward Unified School District	Replace one CNG school bus with one electric engine Type-D bus	\$400,000	0.042	0.002	0.001	Hayward
22SOL04	Solano County Transit	Install charging stations for Curtola Park & Ride to support induction charging in two bus bays	\$50,000	0.682	0.983	0.323	Vallejo
22SON01	City of Santa Rosa	Purchase of one replacement 40' battery- electric transit bus	\$207,843	0.139	0.002	0.001	Santa Rosa
22SON02	Sonoma County Transit	Purchase of 1 all-electric transit bus.	\$124,958	0.679	0.171	0.001	Santa Rosa
23MOY6	Ortiz Family Farm	Replace one Tier 0 with one Tier 4 diesel- powered agriculture tractor	\$72,200	0.172	0.021	0.014	Sebastopol
VWFM-21-0319	Port of Richmond	Install 1 new shore power system	\$1,003,250	29.520	1.040	0.530	Richmond
VWFM-22-0518	Economy Lumber Co. of Oakland	Replace two Tier 4 Final Diesel heavy-lift forklifts with two zero-emission electric heavy- lift forklifts	\$214,900	0.160	0.026	0.008	Oakland
VWFM-22-0523	CASS, Inc.	Replace 2 Controlled 2007-2009 LPG heavy- lift forklifts with 2 electric heavy-lift forklifts	\$100,600	0.038	0.012	0.002	Oakland

Attachment 2: Summary of the Air District's Grant Funding for Heavy-Duty Vehicles and Equipment

Carl Moyer Program (CMP)

The Air District has participated in the Carl Moyer Program, in cooperation with the California Air Resources Board, since the program began in 1999. This program provides grants to owners of eligible equipment to reduce emissions of oxides of nitrogen (NO_x), reactive organic gases (ROG), and particulate matter (PM) from existing heavy-duty engines by upgrading them. The CMP also includes a companion program referred to by CARB as the Carl Moyer State Reserve Program, which has similar requirements as the CMP, but is usually limited to be used for a single project category selected by CARB each year.

Eligible equipment includes on-road trucks and buses, off-road equipment, marine vessels, locomotives, stationary agricultural pump engines, forklifts, and refueling infrastructure that supports zero emissions vehicles. Approximately \$18 million is allocated for the Air District annually between the CMP and State Reserve Programs (sunset date is 2033) and up to 6.25% of these funds may be used for administrative cost recovery.

Community Air Protection Incentives Grant Program (CAP Incentives)

In 2017, Assembly Bill (AB) 617 directed the California Air Resources Board, in conjunction with local air districts to establish the Community Air Protection (CAP) Program. Beginning in 2018, the State authorized funding for a CAP Incentive program that is designed to primarily achieve hyperlocal reductions in air pollution and reduce community exposure to diesel particulate and toxic air contaminants.

Pursuant to the state-adopted CAP Incentives 2019 Guidelines and the legislative requirements imposed on Greenhouse Gas Reduction Funds, there are at least 70% of these funds must be awarded to projects located in Disadvantaged Communities (DAC) and at least 80% of the funds must be awarded to DAC and/or Low-Income Communities (LIC) shown in CARB's Priority Population Investments 4.0 map (<https://webmaps.arb.ca.gov/PriorityPopulations/>).

These funds may be awarded to mobile source projects eligible under the Carl Moyer Program, the California Proposition 1B Goods Movement Emission Reduction Program (for heavy duty trucks only), and a limited number of stationary source emission reduction projects. Staff has been working with CARB and other California air district to expand eligibility to include more stationary source project types and projects that are identified as priorities by communities with a State-approved Community Emissions Reduction Program, pursuant to HSC Section 44391.2.

To date the Air District has been allocated five rounds of CAP incentive funding by CARB totaling nearly \$193 million and up to 6.25% of awarded funds may be used for administrative cost recovery.

Funding Agricultural Replacement Measures for Emission Reductions (FARMER)

In 2018, the California Air Resources Board established the FARMER Program that provides grant funding for eligible projects that reduce criteria, toxic, and greenhouse gas emissions from the agricultural sector. The FARMER program targets the voluntary early replacement of older,

dirtier equipment that is used in agricultural operations, such as harvesting equipment, heavy-duty trucks, agricultural pump engines, tractors, and other equipment. Since its inception in 2018, the State has allocated between \$800,000 and \$3.8 million annually to the Bay Area Air District for its participation in the FARMER program and up to 6.25% of these funds may be used for administrative cost recovery.

Mobile Source Incentive Fund (MSIF)

Assembly Bill 923 (AB 923 – Firebaugh), enacted in 2004 (codified as Health and Safety Code Section 44225), authorized local air districts to increase their motor vehicle registration surcharge up to an additional \$2 per vehicle. The revenues from the additional \$2 surcharge are deposited into the Air District’s Mobile Source Incentive Fund (MSIF). The Health & Safety Code stipulates that air districts may use this revenue for projects eligible for funding under the: Carl Moyer Program, Lower Emission School Bus Program, Light-Duty Vehicle Scrap Program, and Agricultural Assistance Program. In 2022, the Legislature renewed the authority for this program through 2033. Approximately \$12.5 million accrues annually for this program and up to 6.25% of these funds may be used for administrative cost recovery.

Transportation Fund for Clean Air (TFCA)

In 1991, the California State Legislature authorized the Air District to impose a \$4 surcharge on motor vehicles registered within its nine-county jurisdiction to fund projects that reduce on-road motor vehicle emissions. The Air District allocates these funds to eligible projects through the Transportation Fund for Clean Air (TFCA) program. The statutory authority for program is set forth in California Health and Safety Code Sections 44241 and 44242. Approximately \$25 million accrues annually for this program and there is no sunset date) and up to 6.25% of these funds may be used for administrative cost recovery.

Up to 60% of project funds received are awarded directly by the Air District to a program referred to as the TFCA Regional Fund and to eligible Air District programs (e.g., Spare the Air). The remaining 40% is forwarded to the designated county transportation agency within each Bay Area County to be distributed through the TFCA County Program Manager Fund program.

TFCA funding may be used to award grants to on-road projects including upgrade of passenger vehicles, trucks, and buses, fueling infrastructure, and may also be used to award grants to government agencies that sponsor trip reduction strategies, such as the installation of new bicycle paths and lanes and secure bike parking facilities.

California Proposition 1B Goods Movement Emission Reduction Program (Prop 1-B)

In November 2006, California voters authorized the Legislature to appropriate \$1 billion in bond funding to quickly reduce air pollution and health risk from freight movement along California’s trade corridors. On February 28, 2008, the CARB approved an allocation of \$140 million from projected bond sales for emission reduction projects in the Bay Area trade corridor. These funds may be awarded to eligible projects such as equipment replacements, repowers, and retrofits of on-road, marine, locomotive, and off-road engines, and the installation of electric and hydrogen stations for heavy duty equipment. To date, this program has funded projects including the upgrade and replacement of over 2,000 diesel trucks and installation of shore power infrastructure at 12 berths at the Port of Oakland.

The Air District is currently administering the final round of Prop 1B funding through 2025. Funding for administrative cost recovery ranges from 3-5% based on the type of project that is awarded by the Air District.

Volkswagen Environmental Mitigation Trust (VW Trust)

The VW Trust was established after a settlement with Volkswagen and other parties for their use of illegal defeat devices and is intended to fully mitigate the lifetime excess oxides of nitrogen (NOx) emissions caused by their actions. The CARB is the designated Lead Agency acting on the State as the beneficiary for California’s share of VW Trust funds. In 2018, the Air District was selected by CARB to administer VW Trust funding on a statewide-basis for the zero-emission freight and marine category totaling \$70 million and the light-duty zero emission vehicle infrastructure category totaling \$10 million, including \$8 million that may be used for administrative cost recovery. VW Trust funds will be managed by the Air District over a ten-year period ending in 2028 and an additional \$7 million is available for administrative cost recovery.

COMMUNITY EQUITY, TRANSPORTATION AND JUSTICE COMMITTEE MEETING OF 06/21/2023

Attachment 3

Minimum Funding Targets for Mobile Source Projects Benefiting Priority Communities

Mobile Source Incentives, Funding Source	Funding available in 2023 and 2024	% Requirement to benefit impacted communities
Community Air Protection Incentives (CAP Years 5 and 6)	\$57 Million	<ul style="list-style-type: none"> • 70% in Disadvantaged communities (DAC), and • 80% in DAC and/or Low-income communities (LIC)¹
Carl Moyer Program (Year 24)	\$27 Million	<ul style="list-style-type: none"> • 50% in impacted communities (DAC, LIC, or Air District CARE² communities)
VW Mitigation Program Zero Emission Freight and Marine	\$35 Million	<ul style="list-style-type: none"> • 75% in DAC or LIC
Transportation Fund for Clean Air Regional Fund	Up to \$18 Million	<ul style="list-style-type: none"> • varies depending on specific project category
Mobile Source Incentive Fund	\$12 Million	<ul style="list-style-type: none"> • None
Goods Movement Program	\$10 Million	<ul style="list-style-type: none"> • N/A 100% of funding must be awarded to projects in goods-movement service (i.e., ships, rail, heavy duty cargo-handling equipment used at seaports and warehouses)
FARMER Program (Year 5)	\$2.4 Million	<ul style="list-style-type: none"> • None
More than \$159 million available in 2023 and 2024		

¹ Disadvantaged communities (DAC) areas are designated by CalEPA as the top 25% most impacted census tracts based on CalEnviroScreen scores, pursuant to Senate Bill (SB) 535 (De León, Chapter 830, Statutes of 2012).

Low-income communities (LIC) are defined as the census tracts that are either at or below 80 percent of the statewide median income, or at or below the threshold designated as low-income by the California Department of Housing and Community Development's 2016 State Income Limits, pursuant to Assembly Bill (AB) 1550 (Gomez, Chapter 369, Statutes of 2016).

An online mapping tool of identified disadvantaged communities and low-income communities is available at: <https://webmaps.arb.ca.gov/PriorityPopulations/>

² CARE Communities are identified as the most disproportionately impacted communities in the Bay Area AQMD's jurisdiction, through the development of a pollution-vulnerability index linking air pollution levels to health impacts. An online mapping tool of CARE Communities is available at: <https://www.baaqmd.gov/community-health/community-health-protection-program/community-air-risk-evaluation-care-program>

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: June 21, 2023

Re: Community Advisory Council Update from May 18, 2023 Meeting

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

This is an informational item for the CAC Co-Chairs to present a summary of the May 18, 2023 CAC meeting.

DISCUSSION

The CAC Co-Chairs, Latasha Washington, Kevin Jefferson, and/or Ms. Margaret Gordon, will present a summary of the key agenda items covered during the last CAC meeting held in-person at the California State University, East Bay Oakland Conference Center at 1000 Broadway, Suite 109, in Oakland on May 18, 2023.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Amy Smith
Reviewed by: Veronica Eady

ATTACHMENTS:

None

COMMUNITY EQUITY, HEALTH
AND JUSTICE COMMITTEE
MEETING OF 06/21/2023

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: July 5, 2023

Re: Consider Taking 'Support' Position on the Federal "Cleaner Air Spaces Act of 2023"

RECOMMENDED ACTION

Approve staff's recommendation of a 'Support' position for the federal "Cleaner Air Spaces Act of 2023".

BACKGROUND

Staff discussed the concept of the federal Cleaner Air Spaces Act of 2023 with the Legislative Committee at the June 7, 2023, Legislative Committee Meeting, though the bill text had not yet been provided.

DISCUSSION

Cleaner Air Spaces Act of 2023

The Cleaner Air Spaces Act (CASA), introduced by Representative Scott Peters (CA-50) and Senators Michael Bennet (D-CO) and Jeff Merkley (D-OR), will enable eligible entities, including air pollution control agencies, to establish accessible cleaner air centers located in areas at risk of being exposed to wildfire smoke and provides the opportunity to distribute air filtration units in low-income communities. This bill proposes to appropriate \$30 million for Fiscal Year (FY) 2024 through 2026 and allow for a maximum grant amount of \$3 million for an eligible entity. Air District staff had previously met with the Congressman's staff to discuss our wildfire smoke mitigation programs and legislative efforts, and to provide feedback on their federal legislative language.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Alan Abbs
Reviewed by: Philip M. Fine

ATTACHMENTS:

1. Cleaner Air Spaces Act of 2023 - Bill Text
2. Cleaner Air Spaces Act (CASA) - One Pager



(Original Signature of Member)

118TH CONGRESS
1ST SESSION

H. R. _____

To direct the Administrator of the Environmental Protection Agency to provide grants to air pollution control agencies to implement a cleaner air space program, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

Mr. PETERS introduced the following bill; which was referred to the Committee on _____

A BILL

To direct the Administrator of the Environmental Protection Agency to provide grants to air pollution control agencies to implement a cleaner air space program, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Cleaner Air Spaces
5 Act of 2023”.

1 **SEC. 2. CLEANER AIR SPACE PROGRAM GRANT.**

2 (a) IN GENERAL.—Subject to the availability of ap-
3 propriations, the Administrator shall provide grants to air
4 pollution control agencies to implement a cleaner air space
5 program in accordance with this section.

6 (b) GRANT REQUIREMENTS.—

7 (1) AMOUNTS.—Under this section, the Admin-
8 istrator may not provide a grant to an air pollution
9 control agency in an amount that exceeds
10 \$3,000,000.

11 (2) GRANTS FOR TRIBES.—The Administrator
12 shall provide at least one grant to a Tribal agency
13 that has jurisdiction over air quality.

14 (c) APPLICATION.—

15 (1) IN GENERAL.—To apply for a grant pro-
16 vided under this section, an air pollution control
17 agency shall submit to the Administrator an applica-
18 tion at such time, in such manner, and containing
19 such information as the Administrator determines
20 appropriate, including a proposal for the implemen-
21 tation of a cleaner air space program.

22 (2) PROPOSAL FOR CLEANER AIR SPACE PRO-
23 GRAM REQUIREMENTS.—A proposal for the imple-
24 mentation of a cleaner air space program under
25 paragraph (1) shall include the following:

1 (A) Certification of partnering with a com-
2 munity-based organization.

3 (B) Details on the responsibilities of all
4 parties involved with the cleaner air space pro-
5 gram, including the responsibilities of—

6 (i) the air pollution control agency;

7 and

8 (ii) any community-based organiza-
9 tions for which the air pollution control
10 agency is partnering with under subpara-
11 graph (A).

12 (C) Information regarding which geo-
13 graphic population or community of covered
14 households may be receiving eligible air filtra-
15 tion units under such cleaner air space pro-
16 gram.

17 (D) Information on how the air pollution
18 control agency plans to—

19 (i) distribute educational materials re-
20 lated to eligible air filtration units; and

21 (ii) advertise the availability of clean
22 air centers.

23 (E) Information on how such air pollution
24 control agency plans to establish a clean air
25 center, including—

1 (i) the facility in which a clean air
2 center may be established; and

3 (ii) the capacity and ventilation char-
4 acteristics of such facility.

5 (F) A description of the costs that may be
6 associated with the program, including any ad-
7 ministrative costs.

8 (d) CLEANER AIR SPACE PROGRAM REQUIRE-
9 MENTS.—Subject to partnership requirement under sub-
10 section (e), an air pollution control agency implementing
11 a cleaner air space program pursuant to subsection (a)
12 shall—

13 (1) establish at least one clean air center that
14 is—

15 (A) located in an area at risk of being ex-
16 posed to wildland fire smoke;

17 (B) accessible to individuals that reside in
18 covered households;

19 (C) open, accessible, and staffed during
20 wildland fire smoke events with the option of
21 being open, accessible, and staffed before or
22 after wildland fire smoke events; and

23 (2) advertise to the public—

24 (A) during a wildland fire smoke event, the
25 availability of a clean air center;

1 (B) the local cleaner air space program
2 that such air pollution control agency is imple-
3 menting, including information about such local
4 cleaner air space program, the availability of
5 free air filtration units (if applicable), eligibility
6 requirements to receive such free air filtration
7 unit, and information on who to contact for
8 more information with respect to such local
9 cleaner air space program;

10 (3) at no cost to covered households—

11 (A) distribute a minimum of 1,000 eligible
12 air filtration units to such covered households;
13 and

14 (B) provide one air filter replacement for
15 each eligible air filtration unit distributed under
16 subparagraph (A);

17 (4) distribute educational materials that include
18 information on how to best utilize an eligible air fil-
19 tration unit to create a clean air room in a home;

20 (5) collect, and provide to the Administrator,
21 information on—

22 (A) each type of eligible air filtration unit
23 distributed under such cleaner air space pro-
24 gram;

1 (B) the number of eligible air filtration
2 unit so distributed; and

3 (C) the cost of each type of eligible air fil-
4 tration unit so distributed; and

5 (6) not later than 6 months after providing an
6 eligible air filtration unit to a covered household,
7 conduct an anonymous survey of an individual of
8 such covered household that received the eligible air
9 filtration unit through the cleaner air space program
10 on—

11 (A) whether such individual understood
12 how to properly set up a clean air room and
13 how to utilize the air filtration unit;

14 (B) how often such individual utilized the
15 air filtration unit;

16 (C) the largest barriers to properly uti-
17 lizing the air filtration unit or creating a clean
18 air room;

19 (D) whether such individual reported bet-
20 ter air conditions in the clean air room of such
21 individual compared to other parts of the home
22 of such individual; and

23 (E) how the implementation of the cleaner
24 air space program could improve.

1 (e) PARTNERSHIP.—In implementing a cleaner air
2 space program under subsection (a), an air pollution con-
3 trol agency shall partner with at least one community-
4 based organization to carry out the requirements of such
5 cleaner air space program under subsection (d).

6 (f) REPORT.—Not later than 3 years after the date
7 of the enactment of this Act, the Administrator shall sub-
8 mit to Congress a report that includes—

9 (1) information on each cleaner air space pro-
10 gram implemented using a grant provided under
11 subsection (a), including—

12 (A) the name of the air pollution control
13 agency that received such grant; and

14 (B) the information described in subsection
15 (d)(5) collected by such air pollution control
16 agency;

17 (2) responses from the survey described in sub-
18 section (d)(6); and

19 (3) recommendations on—

20 (A) whether the cleaner air space program
21 should be expanded; and

22 (B) how the cleaner air space program can
23 be improved.

24 (g) DEFINITIONS.—In this section:

1 (1) ADMINISTRATOR.—The term “Adminis-
2 trator” means the Administrator of the Environ-
3 mental Protection Agency.

4 (2) AIR POLLUTION CONTROL AGENCY.—The
5 term “air pollution control agency” has the meaning
6 given such term in section 302 of the Clean Air Act
7 (42 U.S.C. 7602).

8 (3) CLEAN AIR CENTER.—The term “clean air
9 center” means one or more clean air rooms in a pub-
10 licly-accessible building.

11 (4) CLEAN AIR ROOM.—The term “clean air
12 room” means a room that is designed to keep levels
13 of harmful air pollutants as low as possible during
14 wildland fire smoke events.

15 (5) COVERED HOUSEHOLD.—The term “covered
16 household” means a household that—

17 (A) is located in a low-income community;

18 and

19 (B) includes a person who—

20 (i) is at high-risk of experiencing a
21 wildland fire smoke event; and

22 (ii) is vulnerable to negative health ef-
23 fects caused by wildland fire smoke due to
24 factors such as an underlying health condi-
25 tion, a disability, or age.

1 (6) ELIGIBLE AIR FILTRATION UNIT.—The
2 term “eligible air filtration unit” means an air filtra-
3 tion unit that—

4 (A) is certified by Association of Home Ap-
5 pliance Manufacturers to have a Clean Air De-
6 livery Rate of at least 97 for smoke;

7 (B) is certified under the Energy Star pro-
8 gram established by section 324A of the Energy
9 Policy and Conservation Act (42 U.S.C.
10 6294a);

11 (C) does not emit ozone; and

12 (D) uses a true high-efficiency particulate
13 air filter rated to remove 99.97 percent of par-
14 ticles measuring 0.3 micrometers or greater.

15 (7) LOW-INCOME COMMUNITY.—The term “low-
16 income community” has the meaning given such
17 term in section 45D of the Internal Revenue Code
18 (26 U.S.C. 45D).

19 (h) AUTHORIZATION OF APPROPRIATIONS.—

20 (1) IN GENERAL.—There is authorized to be
21 appropriated to the Administrator to carry out this
22 section \$30,000,000 for the period of fiscal years
23 2024 through 2026.

24 (2) ADMINISTRATIVE EXPENSES.—Of the funds
25 made available under paragraph (1), the Adminis-

1 trator may use not more than 10 percent of such
2 funds on expenses relating to administering the
3 cleaner air space program.

Cleaner Air Spaces Act (CASA)

Rep. Scott Peters Senators Michael Bennet & Jeff Merkley

Summary

CASA provides grants to fund local clean air space programs to reduce the negative public health effects of wildfire smoke. The programs must:

- 1) Provide free air filtration units** and educational materials regarding how to set up clean air rooms to individuals vulnerable to wildfire smoke, and
- 2) Establish clean air centers** in communities vulnerable to wildfire smoke.

Problem

Wildfires are now the largest source of particulate pollution in the United States, creating more than [40%](#) of the nation's fine particulate matter air pollution. Particulate pollution from wildfire smoke is [more harmful](#) to human health compared to other pollution sources and tens of millions of Americans are at [risk](#) of experiencing high levels of exposure. Vulnerable populations, such as infants, the elderly, and people with pre-existing health conditions such as respiratory or cardiovascular disease, are at [higher risk](#) of negative health effects from wildfire smoke. Extreme smoke events are already [increasing](#) emergency room visits and more people will be at risk as wildfires grow in frequency and intensity.

Solution

[Clean air rooms](#) are one of the most cost-effective tools to reduce negative health effects from wildfire smoke. A clean air room is a designated space set up to keep levels of smoke and other harmful air particles as low as possible during wildfire smoke events. Clean air rooms can be established inside a household (e.g., a bedroom) or established via a community clean air center (e.g., a clean air space in a library or a gym).

Bill details

- Provides grants to support local cleaner air spaces programs. The programs must:
 - provide at least 1,000 free air filtration units and one replacement filter for the air filtration units to low-income households with individuals vulnerable to wildfire smoke;
 - provide educational materials to help eligible households best utilize the air filtration unit and create a clean air room in their home;
 - establish at least one public clean air center.
- Requires grant recipients to partner with local organizations.
- Requires a report to Congress with survey data from the cleaner air spaces programs and recommendations on if and how the programs should be modified or expanded.
- The bill was modeled on several existing programs:
 - [Portside Air Quality Improvement and Relief \(PAIR\) Program](#) – San Diego.
 - [Clean Air Filtration Program](#) – San Francisco Bay Area.
 - [Clean Air Room Pilot Program](#) – San Joaquin Valley.
 - [Clean Air Rooms Pilot Program](#) – Santa Barbara County.
 - [Wildfire Smoke Clean Air Center Grant](#) – State of California.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: July 5, 2023

Re: Adoption of Protocols to Ensure Continuity of Executive Leadership

RECOMMENDED ACTION

Recommend the Board of Directors adopt the attached Resolution to establish protocols for the continuity of executive leadership.

BACKGROUND

On November 2, 2022, Sjoberg Eveshank delivered an Audit Report to the Board of Directors (Board) detailing recommendations regarding the Air District's human resources functions. The Audit Report recommended (among other things) that the Air District adopt succession protocols for the Executive Officer/APCO and District Counsel positions, which are positions that report directly to the Board.

DISCUSSION

The proposed Resolution attached hereto would establish protocols to govern the appointment of personnel to serve in acting and interim roles in the positions of Executive Officer/APCO and District Counsel should those positions become vacant or if the incumbent becomes unable to perform their duties. The Resolution includes the circumstances under which personnel would be appointed to such acting and interim positions and the salaries they would be paid for serving in these roles.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: John Chiladakis

ATTACHMENTS:

1. Proposed Resolution of the BAAQMD Board of Directors Establishing an Executive Leadership Continuity Policy

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

RESOLUTION No. 2023-____

**A Resolution of the Board of Directors of the Bay Area Air Quality Management District
Establishing an Executive Leadership Continuity Policy**

RECITALS

WHEREAS, the Bay Area Air Quality Management District (Air District) recognizes the need to ensure executive leadership continuity in the event of a vacancy or the inability of the incumbent to fulfill their duties in positions reporting directly to the Board of Directors; and

WHEREAS, on November 2, 2022, the Air District's Management Auditor Sjoberg Evashenk presented an Audit Report to the Board of Directors, which included Recommendation 1.9 calling for the implementation of executive leadership succession protocols; and

WHEREAS, the Air District aims to implement protocols that ensure executive leadership continuity in accordance with the recommendations provided;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Bay Area Air Quality Management District hereby establishes the Executive Leadership Continuity Policy as provided in Attachment 1 to this Resolution.

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST

ATTACHMENT 1 – Executive Leadership Continuity Policy

The Board of Directors establishes the following policy and protocols to ensure continuity of Executive Leadership in the event that the Executive Officer/APCO or District Counsel positions become vacant or the incumbent is unavailable or unable to perform their duties.¹

4.1 Continuity of Executive Officer/APCO Leadership

4.1.1 Anticipated Inability to Perform Duties: If the Executive Officer/APCO (EO) anticipates that they will be unable to perform their duties for a period of time, the EO may, after informing the Chairperson of the Board, appoint any employee meeting the minimum qualifications of the then-current EO classification specification to serve as Acting EO during that period, up to a maximum of 21 working days. The EO shall promptly communicate this Acting EO appointment to all other Deputies and other appropriate Air District staff. The employee appointed to serve as Acting EO shall not receive an increase in pay during the Acting EO assignment. Should this period extend beyond 21 days, the EO may extend the appointment or appoint an alternate employee meeting the minimum qualifications of the then-current EO classification specification, with the written approval of the Chairperson of the Board. The extension of this appointment shall not exceed a total of 60 days without Board approval.

4.1.2 Unanticipated Inability to Perform Duties:

4.1.2.1 Emergency Appointment of Acting EO: In the event that (i) the EO is unable to perform their duties, (ii) no Acting EO has been appointed under Subsection 4.1.1 above; and (iii) an urgent need arises for action by the EO, another member of the executive team shall serve as Acting EO according to the following order of priority:

- i. Chief Operating Officer
- ii. Deputy of Finance and Administration
- iii. Deputy of Engineering and Operations
- iv. Deputy of Community and Equity
- v. Deputy of Science and Policy
- vi. Deputy of Governmental Affairs

¹ The numbering in this policy starts with 4 for convenience so that this policy of the Board of Directors can be incorporated directly into an implementation document of the Air District's Human Resources Division.

The highest-priority employee from the priority list above who is able to perform the duties of the EO shall serve as Acting EO upon confirming that there is an urgent need for action and confirming that the EO and any higher-priority employees are unable to perform the EO duties, after making all reasonable efforts under the circumstances to contact and confer with the EO, all other employees from the priority list, the DC, and the Board Chair in accordance with the Continuity of Executive Leadership Procedures. That employee shall serve as Acting EO until such time as the EO or a higher-priority employee becomes able to perform the EO duties, or the Chairperson or the Board appoints a different person to serve as Acting EO. Any person who serves as Acting EO under this Subsection 4.1.2.1 shall take all reasonable steps to notify Air District staff and Board members promptly upon beginning their Acting EO service, and shall explain the circumstances authorizing their Acting EO service under this policy (without revealing any employee privacy or other confidential information). As soon as practicable, but not later than seven (7) days after the circumstances arise that create the need for Acting EO service under this Subsection 4.1.2, the Chairperson shall either affirm the Acting EO's appointment as Acting EO under this Policy or appoint an alternate qualified Air District employee to serve as Acting EO, to the extent that circumstances still require an Acting EO. A person serving as Acting EO shall not receive any increase in salary during their Acting EO service.

4.1.2.2 Board Appointment of Interim or Acting EO: As soon as practicable after the EO becomes unable to perform their duties, but not later than sixty (60) days thereafter, the Board shall convene in open session to appoint an Interim or Acting EO who meets the minimum qualifications of the then-current Classification Specification for EO position, to the extent the EO continues to be unable to perform their duties. If the candidate EO is a current employee of the Air District, the Acting EO shall be paid at Step E of the Deputy Executive Officer Classification, but not less than ten percent (10%) greater than the employee's current salary. If the candidate is not a current employee of the Air District, the Board shall authorize an appropriate salary in an employment contract with the Interim EO.

4.1.3 Removal of the EO by Board: If the Board terminates the EO's employment contract or suspends the EO from active duty, or if the Contract with the EO expires before a new EO is appointed, then unless the Board has taken action to appoint an acting/interim EO within 24 hours of the removal of the EO, the

Chairperson shall appoint a current employee as Acting EO with an initial salary at Step E of the Deputy Executive Officer Classification, but not less than 10% greater than the appointee's current salary. As soon as practicable, but no later than sixty (60) days from the EO's termination/ suspension/contract expiration, the Board shall convene in open session to appoint an Interim EO who meets the minimum qualifications of the then-current Classification Specification for EO position. If the Interim EO is a current employee of the Air District, the Interim EO shall be paid at Step E of the Deputy Executive Officer Classification, but not less than ten percent (10%) greater than the appointee's current salary. If the Interim EO is not a current employee of the Air District, the Board shall authorize an appropriate salary in an employment contract with the Interim EO.

4.2 Appointment and Salary Setting for the Acting District Counsel

4.2.1 Anticipated Inability to Perform Duties: If the District Counsel (DC) anticipates that they will be unable to perform their duties for a period of time, the DC may, after informing the Chairperson of the Board, appoint any employee meeting the minimum qualifications of the then-current DC classification specification to serve as Acting DC during that period, up to a maximum of 21 working days. The DC shall promptly communicate this Acting DC appointment to the APCO, Deputies, and other appropriate Air District staff. The employee appointed to serve as Acting DC shall not receive an increase in pay during the Acting DC assignment. Should this period extend beyond 21 days, the DC may extend the appointment or appoint an alternate employee meeting the minimum qualifications of the then-current DC classification specification, with the written approval of the Chairperson of the Board. The extension of this appointment shall not exceed a total of 60 days without Board approval.

4.2.2 Unanticipated Inability to Perform Duties:

4.2.2.1 Emergency Appointment of Acting DC: In the event that (i) the DC is unable to perform their duties, (ii) no Acting DC has been appointed under Subsection 4.2.1 above; and (iii) an urgent need arises for action by the DC, then another Air District attorney shall serve as Acting DC according to the following order of priority:

- i. Senior Assistant Counsel
- ii. Acting Senior Assistant Counsel
- iii. Assistant Counsel

The highest-priority Air District attorney from the priority list above (or in the event there are multiple attorneys in a category, the one with the longest tenure in that category) who is able to perform the duties of the DC shall serve as Acting DC upon confirming that there is an urgent need for action and confirming that the DC and any higher-priority Air District attorney are unable to perform the DC duties, after making all reasonable efforts under the circumstances to contact and confer with the DC, all other Air District attorneys, the APCO, and the Board Chair in accordance with the Continuity of Executive Leadership Procedures. That Air District attorney shall serve as Acting DC until such time as the DC or a higher-priority Air District attorney becomes able to perform the DC duties, or the Chairperson or the Board appoints a different person to serve as Acting DC. Any person who serves as Acting DC under this Subsection 4.2.2.1 shall take all reasonable steps to notify Air District staff and Board members promptly upon beginning their Acting DC service, and shall explain the circumstances authorizing their Acting DC service under this policy (without revealing any employee privacy or other confidential information). As soon as practicable, but not later than seven (7) days after the circumstances arise that create the need for Acting DC service under this Subsection 4.2.2, the Chairperson shall either affirm the Acting DC's appointment as Acting DC under this Policy or appoint an alternate qualified Air District employee to serve as Acting DC, to the extent that circumstances still require an Acting DC. A person serving as Acting DC shall not receive any increase in salary during their Acting DC service.

4.2.2.2 Board Appointment of Interim or Acting DC: As soon as practicable after the DC becomes unable to perform their duties, but not later than sixty (60) days thereafter, the Board shall convene in open session to appoint an Interim or Acting DC who meets the minimum qualifications of the then-current Classification Specification for DC position, to the extent the DC continues to be unable to perform their duties. If the candidate DC is a current employee of the Air District, the Acting DC shall be paid at Step E of the Senior Assistant Counsel Classification, but not less than ten percent (10%) greater than the employee's current salary. If the candidate is not a current employee of the Air District, the Board shall authorize an appropriate salary in an employment contract with the Interim DC.

4.2.3 Removal of the DC by Board: If the Board terminates the DC's employment contract or suspends the DC from active duty, or if the Contract with the DC

expires before a new DC is appointed, then unless the Board has taken action to appoint an acting/interim DC within 24 hours of the removal of the DC, the Chairperson shall appoint a current employee as Acting DC with an initial salary at Step E of the Senior Assistant Counsel Classification, but not less than 10% greater than the appointee's current salary. As soon as practicable, but no later than sixty (60) days from the DC's termination/suspension/contract expiration, the Board shall convene in open session to appoint an Interim DC who meets the minimum qualifications of the then-current Classification Specification for DC position. If the Interim DC is a current employee of the Air District, the Interim DC shall be paid at Step E of the Senior Assistant Counsel Classification, but not less than ten percent (10%) greater than the appointee's current salary. If the Interim DC is not a current employee of the Air District, the Board shall authorize an appropriate salary in an employment contract with the Interim DC.

DRAFT

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: July 5, 2023

Re: Establishment of a Governance Structure for the Community Advisory Council (CAC) and Approval of the CAC Charter and CAC Compensation Policy and Procedures

RECOMMENDED ACTION

Recommend the Board of Directors adopt the attached draft Resolution establishing a governance structure for the Community Advisory Council (CAC) and approving the CAC Charter and CAC Compensation Policy and Procedures.

BACKGROUND

On November 4, 2021, the Community Equity, Health, and Justice (CEHJ) Committee selected and recommended establishing the Community Advisory Council (CAC) to the Air District Board of Directors. On November 17, 2021, the Air District Board of Directors approved the formation of the CAC. The CAC has 17 members representing different environmental justice communities throughout the Bay Area. This is an action item for the Board of Directors to consider adoption of a Board Resolution establishing a governance structure for the CAC, which includes the CAC Charter, and the CAC Compensation Policy and Procedures.

The CAC Governance Ad Hoc Committee created and presented the Draft Charter to the CAC during the January 19, 2023 CAC Meeting. The CAC Governance Ad Hoc Committee updated the Charter with changes provided by CAC members. An updated version of the Charter was presented at the March 16, 2023, CAC meeting. During the March 16, 2023, CAC meeting, CAC members edited the Charter and approved recommending the CAC Charter to the CEHJ Committee. After the March 16, 2023, meeting, Air District Board leadership and the CAC proposed additional revisions to the CAC Charter. During the May 18, 2023, CAC meeting, the CAC voted to recommend the updated CAC Charter to the CEHJ Committee and the Board of Directors for approval.

On June 21, 2023, the CEHJ Committee approved recommending the CAC Charter to the Air District Board of Directors for approval with edits (noted in track changes in the redlined version). The Compensation Policy and Procedures formalizes practices to compensate CAC members for their participation in the Community Advisory Council. On January 19, 2023, the

CAC voted to recommend the CAC Compensation Policy and Procedures to the CEHJ Committee and the Board of Directors for approval. On February 15, 2023, the CEHJ Committee voted to recommend adoption of the CAC Compensation Policy and Procedures to the Board of Directors. In April, the Executive Officer/APCO proposed minor changes to the Compensation Policy and Procedures, which were approved by the CAC Co-Chairs. On June 21, 2023, the CEHJ Committee voted to recommend the CAC Compensation Policy and Procedures to the Board of Directors for approval.

DISCUSSION

The proposed Resolution, a draft of which is attached hereto, is entitled A Resolution of the Board of Directors of the Bay Area Air Quality Management District Establishing a Governance Structure for the Community Advisory Council. The proposed Resolution includes the CAC’s Governing Structure (Exhibit A), adopts the updated CAC Compensation Policy and Procedures (Exhibit B), and approves the CAC Charter (Exhibit C). On June 21, 2023, The CEHJ Committee recommended adoption of the proposed Resolution to the Board of Directors, including the updated CAC Compensation Policy and Procedures and the CAC Charter, which provides the Board’s vision and foundational structure for the CAC.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The Compensation Policy and Procedures has implications on the Air District’s budget annually. Desired funding levels for the Council will be determined each fiscal year. Funding for the work of the Community Advisory Council is included in the fiscal year ending 2023 and fiscal year ending 2024 budgets.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Miriam Torres
Reviewed by: Veronica Eady

ATTACHMENTS:

- 1. Draft Board Resolution - Governance Structure for the CAC (Exhibit A), CAC Compensation Policy and Procedures (Exhibit B) and CAC Charter (Exhibit C)

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

RESOLUTION No. 2023 – XX

A Resolution of the Board of Directors of the Bay Area Air Quality Management District Establishing a Governance Structure for the Community Advisory Council

WHEREAS, on November 17, 2021, the Board of Directors of the Bay Area Air Quality Management District (Air District) established the Community Advisory Council (CAC).

WHEREAS, the Air District solicited applications for the initial slate of CAC members and received 148 applications. Applicants included students, public servants, health practitioners, essential workers on the frontlines of COVID-19 response, educators, retirees, former councilmembers, environmental justice advocates, and others;

WHEREAS, the CAC slate was selected based on criteria developed by the Air District Community Equity, Health, and Justice Committee with input from community during a convening held on June 23, 2021.

WHEREAS, in selecting candidates to recommend to the Air District Board of Directors for appointments to the CAC, the Community Equity, Health, and Justice Committee considered, among other things, the following criteria: the diverse demographics of the Bay Area; including youth and foreign language speakers; generational history and experience living in communities heavily impacted by air pollution; diversity of relevant experience – including environmental justice, technical expertise, health, and Air District functions or knowledge of the Air District; and having access to other people who have a range of relevant knowledge and technical experience that could help inform the CAC.

WHEREAS, priority was given to applicants with lived experience in environmental justice communities in the Bay Area and/or a history of partnering with environmental justice communities.

WHEREAS, the Community Equity, Health, and Justice Committee selected the slate of 17 CAC members and recommended establishing the CAC to the Air District Board of Directors on November 4, 2021. The Community Equity, Health, and Justice Committee selected CAC members to represent the following seats: Alameda County, 4; Contra Costa County, 4, San Francisco County, 1; San Mateo County, 1; Santa Clara County, 2; Solano County, 1; At-Large, 2; Youth, 2.

WHEREAS, as a body appointed by the Air District Board of Directors, the CAC is subject to the California Brown Act (California Government Code sections 54950, *et seq.*);

WHEREAS, the CAC held its first meeting virtually on January 13, 2022 and meets bimonthly.

WHEREAS, the CAC and the Community Equity, Health, and Justice Committee *considered and voted to recommend* to the Air District Board of Directors for approval, the CAC Charter and Compensation Policy and Procedures.

WHEREAS, the Community Equity, Health, and Justice Committee considered and *voted to recommend* the Board Resolution establishing a governing structure for the CAC to the Board of Directors for approval.

NOW, THEREFORE, BE IT RESOLVED that, the Air District Board of Directors hereby establishes the CAC's Governing Structure attached to this Resolution as Exhibit A; adopts the CAC Compensation Policy and Procedures attached to this Resolution as Exhibit B; and approves the CAC Charter attached to this Resolution as Exhibit C.

The foregoing resolution was duly and regularly introduced, passed and adopted at a regular meeting of the Board of Directors of the Bay Area Air Quality Management District on the Motion of Director _____, seconded by Director _____, on the 21st day of June 2023, by the following vote of the Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

John J. Bauters
Chairperson of the Board of Directors

ATTEST:

Lynda Hopkins
Secretary of the Board of Directors

EXHIBIT A

Governing Structure for the Community Advisory Council

Recommended by the
Community Equity, Health, and Justice
Committee on 6/21/2023

Exhibit A

Community Advisory Council Governing Structure

This Governance Structure is established by the Bay Area Air Quality Management District (Air District) Board of Directors in Resolution 2023-XX.

Community Advisory Council (CAC) Purpose

The purpose of the CAC is to provide guidance to the Board of Directors on programs and policies that impact all communities, including overburdened communities¹ within the Air District's jurisdiction. The CAC can make recommendations to the Air District on equity and environmental justice matters to improve air quality in all communities, prioritizing the most impacted communities. The CAC should aim to meaningfully engage impacted communities to represent and address stakeholders' interests. The CAC advises Air District leadership on community-related matters to advance an equity-forward policy agenda.

Community Advisory Council Membership Composition

The CAC membership shall represent all overburdened communities in the Bay Area. The membership of the CAC shall be composed of seventeen (17) members who live or work in California, as follows:

- Four (4) Alameda County
- Four (4) Contra Costa
- One (1) San Francisco County
- One (1) San Mateo County
- Two (2) Santa Clara County
- One (1) Solano County
- Two (2) At-Large*
- Two (2) Youth

Youth are considered to be individuals between the ages of 14 and 24 at the beginning of their term.

*At-large member seats – priority should be given to individuals living or working in Marin, Napa, or Sonoma counties or individuals with special expertise, such as wildfire management.

A minimum of 70% (seventy percent) of members shall be residents living in the County represented, and no more than (6) six can represent a County where they work for the benefit of overburdened communities. People representing businesses holding an Air District permit, and industrial companies subject to regulation, shall be non-voting members, if selected.

¹ An overburdened community is an area located within a census tract identified by the California Communities Environmental Health Screening Tool (CalEnviroScreen), Version 4.0, as having an overall CalEnviroScreen score at or above the 70th percentile, or within 1,000 feet of any such census tract

Community Advisory Council Appointments

The Board of Directors shall appoint CAC members based on the following criteria:

1. Reflect the diverse demographics of the Bay Area
2. Include generational history and experience living in communities heavily impacted by air pollution
3. Demonstrate diversity of relevant experience – including environmental justice, technical expertise, health, and Air District functions or knowledge of the Air District
4. Have access to other people who have a range of relevant knowledge and technical experience that could help inform the Community Advisory Council

Diversity, equity, and inclusion are highly valued on the CAC and priority shall be given to applicants with lived experience in environmental justice communities in the Bay Area and/or a the history of partnering with environmental justice communities.

The Community Equity, Health, and Justice Committee (CEHJ) shall provide further guidance on selection criteria and on prospective CAC members. The CAC shall create a CAC Selection Ad Hoc Committee, which may include at least one CEHJ Committee member or other Board member chosen by the Board Chair, to recommend a candidate or slate of candidates to CEHJ, according to the guidance provided by the CEHJ. The CEHJ Committee will recommend the selected candidates to the Board of Directors for final approval.

Community Advisory Council Terms of Membership and Removal

The Board of Directors will appoint members to two-year or four-year terms. Appointments to two or four years will be based on the CAC member's preference as indicated on their application. CAC Members are limited to serving a total of eight years.

A member's term can end as follows, upon the earliest of (i) the expiration of their term; (ii) any of the other disqualifying events, such as continued absenteeism as defined by the CAC Charter, or for ceasing to live or work in the County they were chosen to represent; or (iii) removal by vote of the majority of the Board of Directors.

CAC Members that cease to have primary residency or work in the County they were selected to represent will vacate their seat. Work is defined as receiving monetary compensation for, or volunteer a minimum of, 20 hours to benefit the overburdened community.

Community Advisory Council Responsibilities

CAC members shall perform all duties as defined in the CAC Charter.

CAC members shall understand and adhere to the Brown Act and Robert's Rules of Order.

Community Advisory Council Meetings and Staff Support

The Air District Executive Officer, or their designee, shall assign a senior Air District staff and support staff for the operations of the CAC. Air District staff at large shall cooperate with CAC staff to deliver presentations and information requested by the CAC.

Air District Staff supporting the CAC shall maintain a calendar of meetings and attendance records.

Staff will provide an orientation about CAC membership requirements.

Staff shall support the CAC in reporting to and communicating with the Community Equity, Health, and Justice Committee (CEHJ) and the Board of Directors.

Community Advisory Council Budget and Compensation

The Board of Directors will designate funding for the CAC in the Air District's annual budget, based upon a recommendation from the CAC Co-Chairs, and review by the Finance and Administration Committee.

The CAC's budget is intended to cover costs related to the operations of the CAC, including but not limited to: stipends, reimbursements, contractors, meeting venues, and other related costs. Compensation for CAC Members is subject to attendance and in accordance with the CAC's Compensation Policy and Procedures. The Compensation Policy shall be revisited annually and include a revision based on cost-of-living increase.

CAC Charter

The CAC is authorized to adopt a Charter to govern how it conducts its business, subject to approval by the Board of Directors upon recommendation by the CEHJ Committee. Prior to adopting or amending the Charter, the CAC shall publish the proposed Charter or amendments and provide thirty (30) days for public review and comment, which the CAC shall consider in connection with its approval of the proposed Charter or amendments. The CAC shall review the Charter in January of every odd-numbered year and shall consider whether any revisions are necessary and appropriate, and if so, shall adopt such changes and submit them to the CEHJ Committee for recommendation to the Board of Directors following the process outlined in this Paragraph.

Code of Conduct

CAC Members identifying their affiliation in public settings are representing the agency and are expected to conduct themselves as defined in the CAC Charter, including but not limited to the Civility section (1.2.3 on page 3). CAC members can note their affiliation as CAC members in public settings, with a few exceptions: CAC members should not make any statements or recommendations on behalf of the CAC when those statements have not been voted on and approved by the body. CAC members should not identify as a CAC member when making statements that may be construed as a lobbying activity or a conflict of interest.

EXHIBIT B

Community Advisory Council Compensation Policy and Procedures

Recommended by the
Community Advisory Council on 1/19/2023

Recommended by the
Community Equity, Health, and Justice
Committee on 6/21/2023

Community Advisory Council

Compensation Policy and Procedures

About the Community Advisory Council

On November 17, 2021, the Board of Directors approved the formation of the Bay Area Air Quality Management District's (Air District) first Community Advisory Council (CAC). The CAC was created to advise the Air District on community related matters, to advance an equity forward policy agenda, and to provide input on key Air District policies and programs. The CAC consists of 17 members that reflect the diversity of the Bay Area and lived experiences of communities heavily impacted by air pollution. The members of the CAC include environmental justice leaders, physicians, non-profit professionals, students, and individuals with diverse skill sets.

Overview

The Air District recognizes the importance of supporting community involvement in Air District initiatives and providing financial support to increase equitable representation in agency programs and activities. This compensation policy describes how members of the CAC will get compensated by the Air District for their time related to meetings, and activities of the CAC or the Air District.

Budget

The Board of Directors wants to empower the CAC as a body of the Board to be impactful and designates funding for the CAC in the Air District's annual budget. The budgeted amount varies from year-to-year based on the availability of funds. The CAC Co-Chairs will work with the Air District Project Lead to request a desired funding level at the end of each year. The Air District's fiscal year is from July 1st to June 30th every year. The CAC's budget is intended to cover costs related to the operations of the CAC, including but not limited to: stipends, reimbursements, contractors (i.e., language services, facilitation), meeting venues, and other related costs. The Board will review the CAC's funding request and approve an optimal level of funding as part of the annual agency budgeting process. Once the Board approves a budget amount, the CAC Co-Chairs work with the Air District Project Lead to determine budget allocations for the operations of the CAC.

Compensation Policy

1. Stipends

Stipends are determined based on participation in meetings of the full CAC, Ad Hoc Committee meetings, Co-Chairs meetings, other required meetings, and other pre-approved activities.

1.1 CAC Meetings

CAC members can receive stipends for participation in meetings of the full CAC, currently occurring every other month (bi-monthly). The Air District will provide a stipend of five hundred dollars (\$500)¹ to travel to and from the meeting, prepare for, participate in, and everything else related to the Bi-monthly CAC meetings. The five-hundred-dollar (\$500) stipend for each CAC meeting is intended to cover time spent during the meeting and to fully prepare and participate in CAC meetings. This shall include any Air District trainings, and educational events hosted by the Air District in advance of a full CAC meeting. Trainings and educational activities made available to CAC members in preparation for CAC meetings are not compensated separately from the CAC stipend. The time preparing for and participating in the meeting is not to exceed 10 hours.

1.2 Co-Chairs Meetings, Committee Meetings, and Other Required Meetings

In compliance with the Brown Act, Co-Chairs Meetings and Ad Hoc Committee meetings are held virtually, standing Committee meetings must have quorum in-person, other required meetings (consisting of less than a quorum) may be in-person or virtually. Co-Chairs are compensated at \$75 per hour² to attend Co-Chairs meetings. The maximum number of hours per month to attend Co-Chair meetings is 4 hours. The Co-Chairs may attend meetings related to the work of the CAC, beyond the designated 4 hours for Co-Chairs meetings, as requested by the Board or Air District Staff. CAC members of an Ad Hoc Committee or standing Committee will be compensated at \$75 per hour to attend committee meetings and other required meetings related to the work of the CAC. The maximum number of hours per month for participation in each Ad Hoc Committee and Other Required Meetings shall not exceed 6 hours per member each month. CAC Members will only receive a stipend for time spent in meetings. Members will not receive a stipend for travel time or meeting preparation time.

To receive a stipend for participation members must be present in the meeting as set forth above. Stipends will be pro-rated based on time spent in the meeting. For example, if a member attends only 30 minutes of a one-hour meeting, they will receive only 50% of the hourly rate, or \$37.5.

1.3 Other Activities

Every fiscal year, each CAC member can apply for up to \$1,000 in funding to support their participation in events, activities, or services the CAC Co-Chairs and Air District Project Lead agree fulfils the mission of the Air District and purpose of the CAC. For example, the CAC may provide funding to send a CAC Member to a regional conference and the stipend would cover their time to attend conference sessions. Another example may be to pay a member of the CAC for research or work related to the Committees, above and beyond meeting attendance. The stipend is intended to cover pre-approved costs related to the work of the CAC up to \$1,000 and shall be calculated at \$75 per hour for time spent on the proposed activity. It is the responsibility of the CAC member to make a request for funding at an appropriate level of funding. Requests should be submitted to the Air District Project Lead thirty (30) days in advance of the proposed activity. When a Co-Chair makes a request, they shall recuse themselves from the approval process and the decision to approve the funding request will be made by the other Co-Chairs. When the

¹ Stipend is in alignment with the stipend the California Air Resources Board (CARB) provides to the Environmental Justice Advisory Committee.

² The Air District uses as a guide the living wage² in San Francisco, California for a household of three² (\$75/hour at the time of this publication) to determine an equitable community stipend amount.

CAC only has one Chair, and they make a request for funding, it must be approved by the full body of the CAC. Neither the CAC nor the Air District will be responsible for covering costs beyond the member's estimated expenses and up to a maximum of \$1,000. CAC Members must file a reimbursement for the approved \$1,000 stipend within the applicable fiscal year and are not eligible for additional funding from the "other activities" category until the next fiscal year. Unused funding will not rollover to the next fiscal year. This funding is only available to the CAC during the first 9 months of the fiscal year or until the amount budgeted in the CAC's Board-approved budget is exhausted, whichever comes first. The CAC Co-Chairs reserve the right to reallocate unused funding from this budget item after 9 months for any purpose related to the operations of the CAC.

2. Expense Reimbursement

Members of the CAC shall be reimbursed for actual and necessary expenses incurred by them in attending meetings of the CAC, Committee meetings and other pre-approved activities. Transportation, meals, and other incidental expenses will be allowed at the same rate as is allowed to Members of the Board of Directors as described in sections 2.1-2.3 below.

2.1 TRAVEL EXPENSES.

CAC Members are entitled to receive reimbursement for actual and necessary expenditures incurred in connection with the performance of their official duties for the Air District. The guiding principle of this policy is that travel and expenditures incurred on behalf of the Air District must be in the public interest. This document establishes guidelines for expenditures authorized as business expenditures and business travel expenditures incurred by Air District CAC Members.

a) General Procedures and Responsibilities

All travel for the Air District CAC Members must be justified business travel (Section j) and must be preapproved in accordance with the CAC's Compensation Policy to be eligible for reimbursement. For all in-state travel, the designated CAC Co-Chair, in agreement with the Executive Officer, may authorize CAC Member travel on behalf of the Air District. For all out-of-state travel, including international travel, the Finance and Administration Committee must authorize CAC Member travel on behalf of the Air District prior to travel. In the case of an unexpected or urgent need to travel on Air District business, a CAC Member must obtain in writing the approval of the designated CAC Co-Chair, and approval from the Executive Officer before any travel related expenditures are incurred. Such approval must be reported to and ratified by the Finance and Administration Committee at the committee's next meeting. CAC Members will be reimbursed for all reasonable and necessary expenditures while traveling on authorized agency business. Expenditures should be paid with a personal credit card or cash. Advances are not allowed. A list of non-reimbursable expenditures is included in Section j. Actual receipts are required except where otherwise stated in this Policy. When a CAC Member combines business and personal travel on a business trip, the CAC Member will be responsible for the additional charges related to the personal travel. Only the CAC Member's direct travel expenditures are eligible for reimbursement. The Air District will not provide reimbursement for travel expenditures incurred by a spouse or any other individual traveling with the CAC Member. Requests for reimbursement of expenditures must be submitted on the authorized Air District Expense Reimbursement Form within 30 calendar days after the conclusion of the trip. Receipts

must be provided for all expenditures (other than incidentals that typically do not result in a receipt such as tips). Any reimbursement or payment issued by the Air District which is subsequently refunded to the traveler by a third party must be repaid to the Air District within 30 calendar days of receipt. Only the Executive Officer can override and approve specific cost items that would otherwise be ineligible for reimbursement under this Travel and Expenditure Policy, and only when it is in the best interests of the Air District to do so. Any CAC Member reimbursement that requires the waiver of this policy by the Executive Officer be brought back to the Community Equity, Health, and Justice Committee for informational purposes. Expenditure reimbursement documents will be audited from time to time and are considered public records subject to disclosure under the California Public Records Act. Any CAC Member authorized to travel on behalf of the Air District pursuant to this section shall provide a brief, written report on their travel on the CAC Member Travel Report Back Form. Any Co-Chair may also request that CAC Members who represent the Air District at meetings, conferences, or other events provide an oral report on their participation and experience to the full CAC at the bi-monthly meeting following the CAC Members' return.

b) CAC Member Selection for Attendance

The CAC Chair/Co-Chairs shall nominate for approval by the Community Equity, Health, and Justice Committee, CAC Members for out-of-state and international travel to attend conferences, conventions, legislative advocacy trips and other forms of reimbursable travel covered by this policy. In making such nominations, the CAC Chair/Co-Chairs shall solicit the interest of CAC Members and consult with the Executive Officer and any other relevant Air District staff to ensure compliance with this policy.

The CAC Chair or Co-Chairs shall have priority to represent the Air District at any event where attendance is limited or capped due to cost or capacity. In considering which other CAC Members may be selected for travel, or who shall represent the Air District, the CAC Chair/Co-Chairs shall consider, at a minimum, all the following:

- The history of attendance and participation by the CAC Member at regular CAC, Co-Chair meetings, and Ad Hoc Committee Meetings (if the CAC Member is a member of an Ad Hoc Committee)
- The length of service on the CAC by a CAC Member
- The prior opportunities to travel and represent the Air District by the CAC Member
- The relevance or appropriateness of the CAC Member's committee assignments to the nature and purpose for the travel
- Opportunities for the professional growth or development of new CAC Members
- The relevance and purpose of a meeting or agenda to the home jurisdiction of the CAC Member
- Equitable considerations that would elevate or include the voices of marginalized members of the Bay Area.

Additionally, the CAC Chair/Co-Chairs shall have the authority to recommend non-CAC Members for inclusion in Air District-related travel. Non-CAC Members must live in an overburdened community within the 9-County Bay Area. The recommended non-CAC member cannot be a family member of any CAC member. In making such a recommendation, the Chair/Co-Chairs

shall demonstrate how and why the recommendation fulfills the mission of the Air District and is consistent with the purpose of the CAC and agency.

c) Conferences/Conventions

Registration fees for conferences and conventions are reimbursable for CAC Members if the conference or convention is directly related to the mission of the Air District, and consistent with the purpose of the CAC, the CAC Member is attending as a representative of the Air District and the CAC Member received preapproval from the CAC Chair/Co-Chairs and agreement from relevant Air District staff.

d) Air Travel

CAC Members flying on business should make reservations as early as possible to minimize costs. For domestic air travel with a flight duration of four hours or less, airfare should be purchased for coach/economy seats only, at the lowest cost possible which provides a practical flight itinerary and meets the requirements of the trip. First and business class airfare is not a reimbursable expenditure, nor are upgrades from the lowest coach/economy fare to “economy plus” seats (or equivalent), or to first or business class. If a CAC Member purchases a first or business class ticket, he/she will be reimbursed for the lowest available coach/economy fare only. For domestic air travel with a flight duration of more than four hours, as well as for international travel, airfare may be purchased at the “economy plus” fare/seats. First and business class airfare is not a reimbursable expenditure, nor are upgrades to first or business class. If a CAC Member purchases a first or business class ticket, he/she will be reimbursed for the lowest available “economy plus” fare only. CAC Members will be reimbursed for regular baggage fees charged pursuant to applicable airline policy. Excess baggage charges will be reimbursed only when the CAC Member is traveling with heavy or bulky materials or equipment necessary for Air District business.

e) Hotel Accommodations

Reimbursement for hotel accommodation while traveling on Air District business is limited to those circumstances where the meeting or activity is expected to last longer than one business day or if there is an emergency that causes the CAC Member stay overnight. When making hotel reservations, CAC Members must use the approved Per Diem Rates for lodging located on the General Services Administration (GSA) website, www.gsa.gov for the location of the stay plus 25%, to determine the maximum hotel accommodation expenditure that the Air District will reimburse per night, plus any applicable taxes.

CAC Members should use hotels where government rates are available.

Hotels that subscribe to a “green” standard must be utilized where available.

If the hotel stay is in connection with a conference or training activity, the cost should not exceed the maximum group rate published by the conference or activity sponsor. Inquiries should always be made about any special rates or discounts available to the Air District by the hotel, such as governmental rates, to get the best rate possible.

If accommodations are shared with individuals who are not traveling on Air District business, the CAC Member is responsible for the payment of any rate difference between the single occupancy room rate and actual rate incurred.

Resort or facility use fees imposed by the hotel, such as fitness center fees and internet connection fees and business center charges incurred for performing the Air District work, are allowable as reimbursable business-related expenditures.

Hotel self-parking fees are also allowable as reimbursable business-related expenditures, however, the cost of parking at the hotel should be considered when deciding whether to rent a vehicle or use public transportation (see Transportation discussion below). Valet parking fees will not be reimbursed.

f) Rental Vehicles

Reimbursement for rental of cars or other vehicles while traveling on Air District business is limited to those circumstances where the need for a vehicle for business purposes is expected to be extensive, or the use of taxi services or public transportation would not be economical or practical. CAC Members who operate vehicles on Air District business must have a valid driver's license and proof of insurance in their possession and must also have a good driving record. In the event a rental vehicle is required, the Air District will reimburse for a "Standard Class" size vehicle or alternative fuel vehicle, except when there are justifiable circumstances, such as group requirements, which make a larger vehicle necessary. The use of alternative fuel vehicles, when available, should be used, even if the cost triggers a surcharge or exceeds the cost of a non-alternative fuel vehicle.

The Air District holds liability insurance to cover third parties in case a CAC Member injures someone or causes property damage to another vehicle while renting a car or driving his/her own personal vehicle while engaging in Air District business. Accordingly, rental car insurance is not an allowable reimbursable expenditure. Rental cars should be returned with a full tank of gas to avoid refueling fees. The cost of gas for rental cars is an allowable expenditure under this policy.

g) Meals While Traveling

One-Day Travel – meals are NOT an allowable reimbursable expenditure for one-day travel unless such travel is more than 25 miles one way from either the Bay Area Metro Center, the CAC meeting location, or the CAC Member's personal residence. Multiple-Day Travel – meals will be reimbursed at the lesser of:

- i) Actual reasonable cost (including applicable taxes and reasonable tip), or
- ii) The Per Diem Rates for meals located on the GSA website, www.gsa.gov for the location of the stay plus 25%. Note that separate rates are provided for Breakfast, Lunch and Dinner. For travel days where a CAC Member has traveled more than 12 hours but less than 24 hours, the Per Diem Rate shall be 75% of the GSA rate for the destination. If the actual cost method is used, an original itemized receipt must be submitted with the expense report form. If meals are provided by an event or conference the cost for which is paid by the Air District, then no separate reimbursement is allowed for that meal. A CAC Member who pays the bill for a meal attended by more than one CAC Member or Air District employee may submit the expenditure with receipt for the combined meal cost, but all attendees' names must be included on the expense report form. Only costs related to CAC Members and Air District employees' meals are eligible for reimbursement. Costs incurred for any other person at such a meal (including applicable taxes and appropriate allocation of any tip) must be deducted from the amount of the requested reimbursement.

CAC Members who claim the allowable Per Diem Rate from the GSA website should print the page for the location of the meeting or conference from the website to attach to their expense report form. In addition, they should retain their actual receipts to

substantiate out-of-pocket expenses in the event of an audit by the State or IRS. Alcoholic beverages are not a reimbursable expenditure. Alcoholic beverages may appear on the itemized receipt for a meal, but the charge (including applicable taxes and appropriate allocation of any tip) must be deducted from the amount of the requested reimbursement.

Entertainment expenditures are not considered reimbursable expenditures. This includes, but is not limited to, meals unrelated to Air District business, movies, shows, etc...

h) Other Meals

Expenditures for business meals other than meals during travel, such as meals with other elected officials where Air District business is discussed, must be preapproved by the Executive Officer. To obtain reimbursement for such expenditures, the following documentation is required and must be recorded on the expense report form or backup documentation: i. Names of individuals present along with their titles and affiliation, ii. Name and location of where the meal took place, iii. Exact amount and date of the expenditure, and iv. Specific Air District-related topics discussed.

i) Miscellaneous Travel Expenditures

Ordinary, reasonable, and necessary miscellaneous expenditures are reimbursable at actual cost when accompanied by itemized receipts and justification for the expenditures including WiFi, phone, fax, and similar expenses.

In-flight phones and WiFi services should be used only in emergency situations.

Tipping – reasonable and customary tipping rates are reimbursable. In the US 15-20% gratuity on meals, up to a \$3 baggage handling gratuity and up to \$5 per day housekeeping gratuity are considered reasonable and are allowable. (Receipts for baggage and housekeeping gratuities are not required for reimbursement.)

Transportation – Fares and expenditures for taxis, shuttles, buses, BART, or other public transportation (including Uber, Lyft or similar services) are reimbursable when incurred for Air District business. Receipts should be obtained whenever possible, but expenditures are still eligible for reimbursement when a receipt is unavailable. If a receipt is not available, a printout from the transportation agency showing the fare must be submitted for reimbursement. For example: a printout from the BART website showing the total fare for the trip taken. CAC Members should apply prudent business judgment in determining the means of transportation to use.

Personal/Private Vehicle Usage – CAC Member's use of a personal/private vehicle is reimbursable at the mileage rate established by the IRS which can be found at www.irs.gov. Details on the date of travel, starting and ending destinations, purpose of travel, miles driven, tolls and parking costs (receipt required when possible) incurred must be provided on the expense report form. A printout from a map website such as Google Maps should be used to determine the total miles driven and must be submitted with the expense report form. CAC Members who operate vehicles on Air District business must have a valid driver's license and proof of insurance in their possession, and a good driving record.

j) Justified Air District Travel

Justified Air District travel trips include but are not limited to:

- Attending meetings with local representatives in Sacramento or Washington DC or Sacramento with Air District Staff for legislative advocacy purposes.
- Attending the AWMA Conference as an Air District representative
- Attending other air quality-related conferences as an Air District representative

NOTE: Justified travel is not limited to the list provided above. This list is provided for reference purposes only and includes the most common examples of justified travel. All trips must be preapproved, regardless of whether they are included on this list.

k) Non-Reimbursable Expenditures

Non-reimbursable expenditures include but are not limited to:

Airfare upgrades or rental car upgrades

Air phone charges (except in emergencies)

Alcoholic beverages

Business class airfare

Entertainment expenditures

Expenditures incurred by/for spouses or other travel companions

Expenditures related to personal days while on business trip

First class airfare Interest incurred on credit cards

Loss due to theft of cash or personal property

Lost baggage or briefcase Meeting room rentals (when not for Air District business) "No show" charges for hotel or car service

Optional travel or baggage insurance

Parking or traffic tickets or fines

Personal items

Reading material such as magazines, books and newspapers

Rental car insurance

Valet parking fees

NOTE: Non-reimbursable expenditures are not limited to the list provided above. This list is provided for reference purposes only.

l) Forms

The Travel and Expense Reimbursement Forms and Member Travel Report Back Form are kept by the Clerk of the Board.

2.2 CAC MEMBER PER DIEM MEAL EXPENSES. The CAC is authorized to include meals in their expenses, when such expenses occur as a result of attendance at CAC, committee or other authorized functions and provided that receipts are presented as required.

2.3 INCIDENTAL EXPENSES OF CAC MEMBERS. Actual and necessary incidental expenses in attendance at other meetings or on direction of the CAC Chair/Co-Chairs, or Chairperson of the Board, the Community Equity, Health, and Justice Committee, or in conference on Air District business with qualified persons, shall be allowed to the member of the CAC.

Compensation Procedures

Payments

Stipend payments are processed based on meeting attendance. Air District staff track attendance during CAC meetings, Ad Hoc meetings and all other required meetings or events of the CAC. Air District staff will email each CAC Member an "Expense Report" documenting their attendance and corresponding stipend. CAC Members must return their signed expense forms with receipts **before** the 25th of each month. If the signed expense reports are submitted timely, payments will normally be processed within 2-3 weeks. If the signed expense form is received **after** the 25th, payment will be delayed by 6-9 weeks. Council Members may receive checks or sign-up for Direct Deposit.

Requirements

CAC Members are eligible to receive stipends and travel reimbursements with the appropriate documentation. To be eligible, a CAC Members must submit a completed W-9 form (with a Social Security number or IRS Individual Taxpayer Identification Number) to Air District staff. In addition, the CAC members must submit a *Community Advisory Council Compensation Agreement* to acknowledge receipt and understanding of the CAC's Compensation Policy and Procedures.

Disclaimers

Community Advisory Council Members are not employees of the Air District. Stipends are typically considered taxable income. As stipends are not considered wages, taxes will not be deducted. CAC members who meet certain income thresholds will have to calculate and pay taxes as required by law. In addition, an increase in taxable income could impact social program eligibility. Grievances applicable to any portion of the CAC Compensation Policy and Procedures shall be resolved in accordance with the Air District Administrative Code.

EXHIBIT C.1

Community Advisory Council Charter Clean Version

Recommended by the
Community Advisory Council on 5/18/2023

Recommended with edits by the
Community Equity, Health, and Justice
Committee on 6/21/2023

Community Advisory Council Charter

1.1 Purpose

The Bay Area Air Quality Management District (Air District) Board of Directors approved the formation of the Community Advisory Council (CAC) on Nov. 17, 2021. The Community Equity, Health, and Justice Committee (CEHJ) of the Air District selected the slate of candidates and recommended establishing the CAC on Nov. 4, 2021. The purpose of the CAC is to use environmental justice principles to provide guidance to the Board of Directors on programs and policies that impact overburdened communities within the Air District’s jurisdiction to ensure the fair treatment of all persons living in those communities. The CAC will use environmental justice principles to identify and inform planning and decision making with the goal of mitigating and remedying projected disproportionate impacts of air pollution exposures and reducing health risks and inequities associated with poor air quality for people who live, work, and play in already vulnerable and historically marginalized, [overburdened communities](#). The CAC will aim to meaningfully engage impacted communities to represent and address stakeholders’ interests. The CAC advises Air District leadership on community-related matters to advance an equity-forward policy agenda.

Definitions:

- Environmental justice: The State of California defines **environmental justice** as “the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies.” (California Government Code §65040.12(e).) According to the U.S. Environmental Protection Agency “**fair treatment**” means “no group of people should bear a disproportionate share of the negative environmental consequences resulting from industrial, governmental and commercial operations or policies.” (Guidance on Considering Environmental Justice During the Development of a Regulatory Action).
- Overburdened community: an area located within a census tract identified by the California Communities Environmental Health Screening Tool (CalEnviroScreen), Version 4.0, as having an overall CalEnviroScreen score at or above the 70th percentile, or within 1,000 feet of any such census tract.¹

¹ Bay Area Air Quality Management District, *Regulation 2, Permits, Rule 1, Section 2-1-243*. [https://www.baaqmd.gov/~media/dotgov/files/rules/reg-2-permits/2021-](https://www.baaqmd.gov/~/media/dotgov/files/rules/reg-2-permits/2021-)

- Meaningfully engage: Meaningfully involving impacted communities is essential to addressing environmental justice. According to the U.S. Environmental Protection Agency, *meaningful involvement* means “(1) people have an opportunity to participate in decisions about activities that may affect their environment and/or health; (2) the public's contribution can influence the regulatory agency's decision; (3) community concerns will be considered in the decision-making process; and (4) decision makers will seek out and facilitate the involvement of those potentially affected.” (Guidance on Considering Environmental Justice During the Development of a Regulatory Action).

The CAC will utilize the [17 Principles of Environmental Justice](#) and [Jemez Principles for Democratic Organizing](#), which are both available on the Air District website and hereinafter incorporated by reference in Appendix A.

1.2 Mission Statement

The CAC believes in protecting the fundamental right to clean air for all communities. We aim to provide access to meaningful community engagement and bring community priorities into focus at the Air District. We are committed to democratic decision making and achieving equitable solutions to the impacts of air pollution and the polluting economy. We prioritize solutions that can be applied to more than one community. We are dedicated to eliminating pollution threats both upstream and downstream, standing in solidarity, sharing power and resources, and listening to and amplifying voices from communities that are the most impacted and overburdened.

1.2.1 Goals

The goals of the CAC are as follows:

- To provide representation on behalf of all communities, including overburdened communities to the Air District Board of Directors.
- To serve as a liaison between the community and the Air District Board of Directors and staff to influence decisions, policies, procedures, and processes to ensure equity, inclusion, civil rights, and environmental justice.

1.2.2 Guiding Principles

CAC members will provide independent and objective advice and be committed to the following principles:

- a. Laying a solid foundation for successful, future CAC members and ensuring long-term sustainability of the CAC's commitment to environmental justice.

- b. Elevating voices and advocating for communities who are not currently being represented or heard.
- c. Building a deep, authentic, and mutually accountable relationship among CAC members.
- d. Helping CAC members value, actualize, and institutionalize environmental justice principles throughout all CAC practices.
- e. Being recognized as partners in the fight to define how we mitigate the impacts of climate change and air pollution exposure to reduce health risks and inequities associated with poor air quality.
- f. Using influence, expertise, and privilege to protect our communities.
- g. Identifying gaps in underrepresented, community-led² decision making, and avenues for well-compensated opportunities for people in the Black, Indigenous, and People of Color (BIPOC) communities.
- h. Striving to include cultural competence.
- i. Acknowledging that one methodology does not apply to all communities and seeking to address the conditions in each community as needed. Utilizing and applying resources and tools based on those differences.
- j. Maintaining impartiality, fairness, and respect for all CAC members and the communities we represent.

1.2.3 Civility

The members of the CAC promote authentic respect for others and strive to see common ground in order to produce our best work for the CAC and the communities that we represent. We are committed to a conscious demonstration of mutual respect — for people, their roles, and their knowledge and expertise. We seek to create a safe environment where diverse viewpoints will be heard and considered. To that end, members of the CAC will act with respect and civility when interacting with each other, the Air District Board of Directors, staff, and members of the public.

Behavior which violates the CAC’s commitment to respect and civility includes, but is not limited to, yelling, cursing, interrupting, humiliating, threatening, and all forms of harassment.

Any violations of this provision will be handled as stated in the Conflict Resolution section below.

1.2.4 Conflict Resolution

In the event that a conflict or behavior arises that violates the CAC’s commitment to respect and civility between CAC members and/or between CAC members and Air District staff, regarding CAC matters:

² Underrepresented community-led: *Underrepresented community* is used to describe those who have been historically and are still systematically excluded from political and policy-making processes, which includes many disadvantaged and vulnerable communities.

Step 1: CAC members agree to work in a collaborative fashion and strive for consensus on the issues before they are brought to the CAC.

Step 2: In the event of an impasse or conflict that continues or becomes an official complaint (sent via email to the Co-Chairs and CAC team staff serving as the in-house mediators), the Co-Chairs and CAC Team Staff shall work with the members in conflict first as in-house mediators.

Step 3: If there continues to be an impasse between CAC Members and/or between CAC Members and Air District staff, those concerned will work with the APCO to reach an agreement.

Step 4: If agreement or resolution cannot be reached with staff or the APCO, a mutually agreed upon third-party mediator will be utilized to resolve the conflict and provide a recommended action to the Board.

In the event of a conflict on agenda items, CAC members can agree to postpone the action or agenda item for discussion until the next meeting, from the date the issue arises, to allow for the Co-Chairs and CAC team staff to help resolve the issue. If during the meeting the facilitator cannot help the CAC reach an agreement, then the action or agenda item in question will not proceed.

Individual members cannot be compelled to participate in any action to which they do not agree. Individual members may abstain from participation in a decision when they believe it would be inappropriate for them to participate in that action or decision.

1.3 Leadership

In 2022, the CAC approved a three Co-Chair model. The leadership model may be amended based on needs expressed by the CAC and approved by the Board, but shall be no more than three Co-Chairs at a time.

1.3.1 Duties of Leadership

- a. The Co-Chairs shall preside over bi-monthly meetings of the CAC in rotation.
 - I. Presiding over a meeting requires a Co-Chair to open, manage, and adjourn meetings, and to adjust the set order of speakers in collaboration with the facilitator and Air District staff.
 - II. In the event the Co-Chair scheduled to preside over the meeting is absent or unable to perform their duties, the Co-Chair scheduled to preside next shall preside over the meeting and perform all chair duties.

- b. The Co-Chairs shall oversee the preparation and distribution of the agenda and materials for the CAC meetings.
- c. The Co-Chairs shall work with Air District staff and the CAC meeting facilitator to plan, structure, and coordinate CAC meetings.
- d. The Co-Chairs shall attend and provide updates to the Air District Board of Directors as needed and/or requested and interact with the Air District Board of Directors in representation of overburdened communities within the nine Bay Area counties, and on behalf of the CAC members.
- e. The Co-Chairs shall oversee activities of the ad hoc committees.
- f. The Co-Chairs shall perform all other necessary and incidental duties as prescribed by the CAC Charter.
- g. The Co-Chairs shall communicate with each other, divide work, and share information and updates in a timely manner.
- h. The Co-Chairs shall address conflict within the CAC membership and leadership.
- i. The Co-Chairs shall ensure that CAC decisions are made in a democratic, equitable, and timely manner.
- j. The Co-Chairs shall represent the CAC at the Budget Committee and provide feedback on the Air District's budget.
- k. The Co-Chairs shall work with Air District staff to define and oversee the CAC's annual budget.
- l. The Co-Chairs shall understand and adhere to the Brown Act and Robert's Rules of Order.

1.3.2 Terms of Leadership

Leadership is appointed for a two (2) year term and no member may serve for more than two, 2-year terms consecutively.

1.3.3 Election of Leadership (Co-Chairs)

The inaugural leadership of three (3) Co-Chairs was elected at the second meeting of the CAC.

If a leadership position becomes vacant, that position must be filled within two meetings after the vacancy occurs. The leadership position shall be filled through a nomination, selection, and voting process. The process will be as follows:

- . Members seeking a vacant leadership position shall submit an essay, which provides a summary of their background and outlines the reasons they seek the position. The full CAC shall be presented with the essays 72 hours in advance of the meeting in which the CAC will vote on each prospective candidate. The candidate receiving the majority of the votes will be selected to fill the vacant leadership position.

1.4 CAC Members

1.4.1 Composition of the CAC

The initial membership of the CAC, including Co-Chairs, shall be composed of seventeen (17) members who live or work in overburdened communities in California, as follows:

- Four (4), Alameda County
- Four (4), Contra Costa County
- One (1), San Francisco County
- One (1), San Mateo County
- Two (2), Santa Clara County
- One (1), Solano County
- Two (2), at-large
- Two (2), youth

Youth are considered to be individuals between the ages of 14 and 24 at the beginning of their term.

Regarding at-large member seats, priority should be given to individuals living or working in Marin, Napa, or Sonoma counties or individuals with special expertise, such as wildfire management.

Also, diversity, equity, and inclusion on the CAC are highly valued.

1.4.2 Duties of Members

CAC members shall fully participate in bi-monthly meetings and be fully engaged during discussion. The CAC members shall also review materials prior to meetings and come prepared for engaged discussion, active listening, and respectful dialogue. Meeting preparation includes attending required trainings defined below and other trainings as planned by the Co-Chairs or suggested by the CAC. Further, CAC members shall

CAC members and leadership shall attend and participate in four (4) mandatory trainings as follows:

- Brown Act Training: The Brown Act is a California law that guarantees the public's right to attend and participate in meetings of local legislative bodies.
- Robert's Rules of Order Training: Robert's Rules, widely known as parliamentary procedure, was developed to ensure that meetings are fair, efficient, democratic, and orderly.
- Civility Training: Civility is an essential aspect of every work environment to create and maintain a fair and professional culture. This civility training is designed to teach CAC members the norms of acceptable conduct and how to identify, prevent, and respond professionally to situations of incivility.
- Team building and conflict resolution training.

Additionally, CAC members shall complete an ethics training course within the first year of their term and are required to take follow-up training.

1.4.2.2 Virtual, Hybrid, and In-Person Meetings

In 2022, the CAC attended meetings virtually. As of March 2023, the CAC will meet in person at a location within the nine-county Bay Area with a required quorum of 9 out of 17 members. CAC members may attend remotely under specific circumstances outlined in the Brown Act and AB 2449 and in the Attendance section of this document.

CAC members, and members of the public with disabilities, who need accommodations consistent with Section 504 of the Rehabilitation Act to have equal opportunities to participate in CAC meetings should contact Air District staff.

Reimbursements for travel are outlined in the CAC's Compensation Policy and Procedures.

1.4.3 Members Terms of Office

CAC Members apply or reapply for either a two-year term or a four-year term. CAC Members are limited to serving a total of eight (8) years. This will ensure that others have the opportunity to participate in the CAC and that there is continuity of County or institutional knowledge. The inaugural CAC will serve for four (4) years with the ability to reapply.

1.4.3.1 Appointment of Members

The CAC members are appointed by the Board of Directors. Vacancies are to be filled by the Board of Directors as described in the following process. The CEHJ shall provide guidance on selection criteria and on prospective CAC members. The CAC shall create a CAC Selection Ad Hoc Committee, which may include at least one CEHJ member or other Board member chosen by the Board Chair, to recommend a candidate or slate of candidates to the Community Equity, Health, and Justice Committee, according to the guidance provided by the CEHJ. The candidates approved by the CEHJ Committee will be recommended to the Board of Directors for final approval.

The CAC Selection Ad Hoc will be tasked with developing criteria for the selection of candidates, according to the guidance developed by CEHJ. Priority should be given to individuals from Bay Area communities overburdened by air pollution, environmental justice communities, and/or those with a history of partnering with environmental justice communities.

1.5 Standing Committees and Ad Hoc Committees

Upon approval by a majority of its members, the CAC may form committees to advise the CAC on its ongoing functions. The committees shall be composed of members of the CAC. Committee members shall vote on committee leadership during the first meeting.

1.5.1 Standing Committees

A standing committee is considered a legislative body and is subject to Brown Act requirements of staffing support, if budget allows. A committee is considered “standing,” irrespective of its composition, if it has a continuing subject-matter jurisdiction, or a meeting schedule fixed by charter, ordinance, resolution, or formal action of a legislative body.

1.5.2 Ad Hoc Committees

An ad hoc committee is an advisory committee composed of less than a quorum of members, which will serve for a limited term or single purpose. After the duties of the ad hoc committee are accomplished, and presented to and approved by the CAC, the ad hoc committee will be dissolved. The ad hoc committees will aim to complete their task(s) within six months of assignment.

Furthermore, ad hoc and standing committees shall follow the following guidelines:

1. Limitations: A CAC member cannot simultaneously participate on more than two ad hoc committees, although they can be placed as an alternate on a third

committee. This will ensure that all CAC members have an equal opportunity to make their voices heard and exercise their skills and expertise.

2. Commitment: Once selected, CAC members must serve their full term on an ad hoc and/or standing committee. A CAC member cannot abandon their commitment to an ad hoc or standing committee to join another committee.
3. Accountability: Council Members with a track record that matches the attendance requirement set forth above for Ad Hocs or Standing Committees, will be placed as alternates if they wish to participate in another committee.
4. Priority: CAC members not participating on an ad hoc or standing committee will be given priority to serve on newly formed committees (e.g., ad hoc or standing). After which, CAC members currently participating in one (1) committee will be given preference. Lastly, CAC members serving on two (2) committees will be placed as alternates until one of their current ad hoc committees completes its assigned task and is dissolved.
5. Exceptions: The CAC may create an Ad Hoc Committee if an emergent topic or situation demands it, which may require exceptions that supersedes the limitations and commitments outlined above. The emergency Ad Hoc Committee

1.5.2.1 Work Plan Ad Hoc Committee

The CAC will form a CAC Work Plan Ad Hoc Committee annually to set the CAC's work plan and schedule each year. The CAC Work Plan Ad Hoc Committee will identify several priority areas to adhere to and will establish appropriate criteria measures. CAC Members, Community Members, and Air District Staff will have the opportunity to recommend agenda items of potential relevance to the CAC for inclusion in the work plan. The Air District Board can provide agenda items for inclusion in the CAC work plan. Once dissolved, CAC Co-Chairs are responsible for implementing the work plan and reserve the right to amend the work plan in an emergency or emergent situation, as defined in the *Setting Agendas* section on page 13.

1.5.2.2 Governance Ad Hoc Committee

In 2022, the CAC formed a CAC Governance Ad Hoc Committee to develop the CAC's governance agreement. The CAC hereby presents the CAC's Charter, which sets forth the mission, goals, scope, rules, and actions applicable to the CAC and CAC membership. Once the mission is accomplished, presented to and adopted by a quorum of the CAC, and approved by the Board of Directors, the Governance Ad Hoc Committee will be dissolved.

The CAC Governance Ad Hoc Committee may be reestablished with a new slate of CAC members to review, revise, and/or propose amendments. Any revisions to the existing charter shall be presented and discussed by the CAC and recommended for approval by the Air District Board of Directors.

1.6 Community Engagement

The CAC will aim to engage the community in the following ways:

- Bi-annual newsletter, which includes items that have been addressed, future meeting dates and agendas, success stories, and ways to engage with the CAC
- CAC web page
- CAC meetings
- Outreach events or workshops hosted by CAC members or the Air District
- Bi-monthly community meetings led by the Compliance and Enforcement Division of the Air District

1.7 Meetings

1.7.1 Facilitation of Meetings

An external professional meeting facilitator will be hired to assist the CAC with bimonthly CAC meetings, if budget allows. For 2022-2023, a facilitator was hired through a competitive process with participation of CAC members. The external facilitator works directly with the CAC leadership to plan and execute the meeting plan in consultation with Air District staff. The facilitator will keep the meetings on track with guidance from the Co-Chairs and will enforce the following meeting expectations and ground rules for CAC members:

- *The first expectation is **preparation**: Come prepared for meetings and review all documents that the CAC will discuss.*
- *Second, is **communication and language**: Communicate with respect and be mindful of individual speaking time so that everyone has the opportunity to speak in meetings. Zoom meetings are publicly accessible, so CAC members are expected to conduct themselves accordingly.*
- *Third, is **distractions**: Avoid distractions and stay present. Active listening is imperative to ensure that members understand other people's viewpoints.*
- *Fourth, is **timing**: Respect time agreements and stay on topic.*
- *Finally, **facilitation**: The facilitator will intervene to keep the conversation on track and on time and will remind members of these ground rules as necessary.*

The facilitator will have limited authority to open the meetings, convey the agenda item(s), confirm the meeting has quorum after the clerk takes roll call, facilitate the flow of meetings in accordance with the Brown Act and Robert's Rules of Order, maintain order, and defer to the Air District legal representative or staff if needed.

Air District staff will facilitate ad hoc committee meetings, Co-Chair meetings, and other meetings as needed. CAC members, staff, or the Co-Chairs may identify the need for facilitator or contractor support for any CAC meeting, if budget allows.

1.7.2 Regular Meetings

Regular meetings of the CAC are held on the third Thursday of every other month at 6:00 p.m. PT. All meetings will be held in accordance with the Brown Act. Meeting schedule is subject to change, if necessary.

1.7.3 Special Meetings

A majority of Co-Chairs or a majority of the CAC members may call special meetings, following the noticing guidelines set forth in the Brown Act.

1.7.4 Notice of Meetings

Meeting agendas and notices must be posted at the meeting site and on the Air District website in compliance with all applicable laws, including but not limited to the Ralph M. Brown Act. (Government Code Section 54950 et seq.)

Agendas and notices shall be emailed to each CAC member and any person who submits a written request to the Air District for such notice.

1.7.5 Adjournment or Cancellation of Meetings

The presiding Co-Chair or Air District staff may adjourn or cancel a meeting if a quorum will not be present or if the meeting date conflicts with a holiday. Notices of adjournment or cancellation shall be emailed to CAC members and posted at the meeting site and on the Air District [website](#).

1.7.6 Meetings of CAC Members with the Air District

CAC members that meet with Air District staff or Board of Directors, on behalf of the CAC, should inform the CAC Co-Chairs of the discussion within 72 hours of the date the meeting is held.

Action items directed to CAC leadership from the CEHJ Committee or Board leadership, the CEHJ Committee, or the Board of Directors should be communicated to CAC leadership within 72 hours via memo.

1.7.7 Meetings of the Ad Hoc

Ad Hoc Committee Chairs are expected to provide a monthly verbal report-out on the progress of the Ad Hoc Committees to CAC leadership. Report-outs should be a brief summary.

1.7.8 Quorum Requirements

Effective March 1, 2023, 50% plus one of CAC members (or 9 out of 17 members in 2022-2023) must be present in person to constitute a quorum and for voting to be conducted.

1.7.8.1 Action at a Meeting; Quorum and Required Vote

A quorum is required to take any official action beyond roll call and adjournment. The affirmative vote of a majority of the members of the CAC shall be required for the approval of all substantive matters. Agenda items that require no action may still be presented and discussed without a quorum.

1.7.8.2 Voting and Abstention

CAC meetings will be conducted in compliance with the Brown Act (Government Code Section 54950 et seq.), Robert's Rules of Order, CAC Charter, and state and local laws. Participation and voting are based on Brown Act requirements and current legislation. Staff will provide an updated summary of any changes as required by law.

1.7.8.3 Conduct of Meetings

(a) All meetings shall be governed by the Ralph M. Brown Act (Government Code Section 54950 et seq.), the CAC Charter, and Robert's Rules of Order for decorum and parliamentary procedure.

(b) Cell phones shall be turned off during all CAC meetings.

(c) The Co-Chairs may issue a warning to any member of the public who is disruptive during CAC meetings. In the event of repeated disruption of any kind, the Co-Chairs shall direct the offending member of the public to leave the meeting. If the meeting is disrupted by *any* member of the public, we hold the right to remove the individual from the meeting with the assistance of security or by muting and turning off the camera of that individual.

(d) The chat feature will be unavailable for the full duration of Zoom meetings due to accessibility limitations.

1.8 Agenda Items

1.8.1 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 will have three minutes each to address the CAC. Members of the public who wish to speak on non-agenda items, will have three minutes to address the CAC. Members of the public who are speaking through an interpreter will have six minutes to address the CAC. All meetings will have a rebuttal period that allows an additional one (1) minute to any member of the public who would like to provide a rebuttal.

1.8.2 Setting Agendas

Air District staff, at the direction of the Co-Chairs, will prepare and distribute the agenda and materials for CAC meetings.

1.8.2.1 Current Agenda Setting Process:

1. A CAC member and/or member of the public may propose agenda item(s) during a CAC meeting or via email to staff.
2. Staff will track proposed agenda items and bring them to the Work Plan Ad Hoc Committee (when constituted) and the Co-Chairs.
3. The Co-Chairs will work from the work plan developed by the Work Plan Ad Hoc Committee once adopted by the CAC membership for the upcoming agenda.
4. Staff will identify presenters and draft presentation and memo (materials).
5. Staff will work with the CAC member(s) who requested the agenda item(s) to create materials as needed.
6. Staff will finalize materials.
7. Staff will send materials to Co-Chairs and the CAC member(s) who requested the agenda item for final approval.
8. Staff will update materials with final edits.
9. Executive staff will review materials.
10. Executive staff will provide edits, if needed.
11. Executive staff will route the materials for public distribution.

The Co-Chairs will work from the work plan developed by the Work Plan Ad Hoc once adopted by the CAC membership. The Co-Chairs, Staff, CAC Members or the public can make requests for new topics not included in the work plan. The Public can make requests for agenda items at CAC meetings during the Public Comment on Non-Agenda Items or by emailing staff at communityadvisorycouncil@baaqmd.gov. New additions to the work plan must be approved

The Co-Chairs and the Board of Directors can amend the work plan, as needed when an emergency or emergent issue requires it. An emergency is defined as an event that impacts the health and safety of the community (e.g., flaring). An emergent issue is considered emergent if it is new and immediate action from the CAC is required (i.e.,

materials of every CAC meeting. Changes must be noted when made.

Also, the CEHJ or Board may require advice or recommendations of the CAC on a particular matter or issue (refer to the process outlined in 1.7.6).

1.9 Conflict of Interest Policy

Conflict of interest laws prohibit CAC members or immediate family from benefiting financially from their relationship with the Air District by way of the CAC. Any CAC member, or immediate family members of CAC members, who would directly benefit financially from a contract, must recuse themselves and not be present during a vote to avoid influencing other CAC members.

1.10 Meeting Minutes

Minutes shall be taken at all regular and special CAC meetings and shall comply with all applicable laws, including but not limited to the Ralph M. Brown Act (Government Code Section 54950 et seq.) and the CAC Charter. Minutes shall be approved by the majority vote of CAC members in accordance with applicable statutes.

1.11 Land Acknowledgement

The CAC recognizes that California Native American and other communities have also faced many environmental injustices and social inequities. These issues are hereby acknowledged as part of the CAC Charter. The following CAC Land Acknowledgement will be included in all CAC meeting agendas and is available on the [CAC web page](#).

We begin by acknowledging that this land is unceded Indigenous land. The territories, or counties we represent, are of the Indigenous people. To acknowledge this history of our country — that this nation was built on genocide, the exclusion and erasure of Indigenous people — grounds our work in truth. We also acknowledge that our modern global economy was founded on the free and forced labor of enslaved Black people. And that exploited labor continuously perpetuates itself in disadvantaged communities of color, as we see in the treatment of farm workers, immigrant workers, prison labor and domestic workers. This practice of land acknowledgment calls on us to recognize our violent history that is the foundation of white supremacy, and to recognize the longstanding and ongoing resistance of People of Color to dehumanization, repression and homicide. And that the brilliance and leadership of People of Color in resistance, vision, wisdom and love be honored and recognized as we work to dismantle ongoing legacies of settler colonialism and anti-blackness.

The [Air District website](#) will be updated in preparation for each CAC meeting with materials for discussion and, after each meeting, with meeting summaries, presentations, background materials, requested information, and meeting recordings.

1.12 Dissemination of Materials

All documents, materials, and correspondence produced by or submitted to the CAC, CAC staff, or facilitator are considered public information and subject to the California Public Records Act regulations and procedures for disclosure and transparency. Information related to the operations of the CAC will be made available to the public as requested.

1.13 Public Meetings

All CAC meetings will be noticed and open to the public in accordance with the Brown Act.

1.14 Attendance

The CAC requires the active participation and attendance by members of at least 75% of all meetings during every year served. This applies to Co-Chair meetings, committee meetings, and attendance at meetings of the full CAC. CAC members will inform staff and CAC leadership of any potential absences. As of March 1, 2023, per AB 2449 teleconferencing requirements, members remotely joining CAC meetings that require a quorum must have a “just cause” or an emergency excuse approved by a majority of the CAC in order to participate and vote. CAC members joining CAC meetings remotely without a just cause or approved emergency excuse will not be able to vote and therefore will not be counted present in the meeting.

1.14.1 Absenteeism: CAC Meetings

CAC members are allowed to miss three (3) meetings in one calendar year. Continued absenteeism from CAC Meetings constitutes voluntary abandonment. After two (2) CAC meetings have been missed, staff will send a courtesy letter reminding the absent member of the attendance requirements of the CAC and warning them that they are at risk of losing their seat. Staff will be responsible for informing the Co-Chairs of absent members. Staff will inform a member that they have lost their seat on the CAC after three meetings are missed. Vacant seats on the CAC will be filled as described in the Appointment section on page 8 of this document.

1.14.2 Absenteeism: Co-Chair Meetings

Co-Chair meetings occur every week up to four hours per month.

Co-Chairs are allowed to miss three (3) meetings every two (2) consecutive months. Continued absenteeism from Co-Chair meetings constitutes voluntary abandonment. After two (2) Co-Chair meetings have been missed, staff will send a courtesy letter reminding the absent Co-Chair of the attendance requirements of the Co-Chairs and warning them that they are at risk of losing their seat. Staff will be responsible for informing the Co-Chairs and the CAC of absent Co-Chairs. Staff will inform a Co-Chair that they have lost their seat on the CAC after three (3) meetings are missed. The Co-Chairs reserve the right to jointly adjust the schedule around the holidays.

Any vacant Co-Chair appointment shall be filled within two (2) meetings after the vacancy occurs through a nomination, selection, and voting process.

1.14.3 Absenteeism: Ad Hoc Meetings

Ad hoc meetings will generally occur every other week (biweekly).

Ad hoc committee members are allowed to miss three (3) meetings every two (2) consecutive months. Continued absenteeism from ad hoc meetings constitutes voluntary abandonment. After two (2) ad hoc meetings have been missed, staff will send a courtesy letter reminding the absent ad hoc member of the attendance requirements of ad hoc members and warning them that they are at risk of losing their seat. Staff will be responsible for informing CAC members of absent members. Staff will inform CAC members that they have lost their seat on the CAC after three (3) meetings are missed. The Co-Chairs reserve the right to jointly adjust the schedule around holidays.

Any vacant appointment of an Ad-Hoc Committee shall be filled within two (2) meetings after the vacancy occurs through a nomination, selection, and voting process.

1.15 Amendment of CAC Charter

The CAC and the Board shall revisit the Charter to make requests for amendments in January of every odd-numbered year following the Board approval of the Charter. The CAC shall provide thirty (30) days' notice for public comment before adopting any amendments to the CAC Charter.

The Community Equity, Health, and Justice Committee must approve a recommendation for changes to the Charter and the Board of Directors must approve the recommendation from the CEHJ Committee on the Charter before any changes can take effect.

1.16 Compensation

Compensation for CAC Members will be subject to attendance and in accordance with the CAC's Compensation Policy and Procedures. The CAC and the Board shall revisit the Compensation Policy and Procedures to make requests for amendments during the first month of the year of every other year. Updates to the Policy shall include a revision based on cost-of-living increase.

Appendix A

Delegates to the First National People of Color Environmental Leadership Summit held on October 24-27, 1991, in Washington, D.C., drafted and adopted these 17 principles of Environmental Justice. Since then, the principles have served as a defining document for the growing grassroots movement for environmental justice.

Environmental Justice Principles³:

- 1) **Environmental Justice** affirms the sacredness of Mother Earth, ecological unity and the interdependence of all species, and the right to be free from ecological destruction.
- 2) **Environmental Justice** demands that public policy be based on mutual respect and justice for all peoples, free from any form of discrimination or bias.
- 3) **Environmental Justice** mandates the right to ethical, balanced and responsible uses of land and renewable resources in the interest of a sustainable planet for humans and other living things.
- 4) **Environmental Justice** calls for universal protection from nuclear testing, extraction, production and disposal of toxic/hazardous wastes and poisons and nuclear testing that threaten the fundamental right to clean air, land, water, and food.
- 5) **Environmental Justice** affirms the fundamental right to political, economic, cultural and environmental self-determination of all peoples.
- 6) **Environmental Justice** demands the cessation of the production of all toxins, hazardous wastes, and radioactive materials, and that all past and current producers be held strictly accountable to the people for detoxification and the containment at the point of production.
- 7) **Environmental Justice** demands the right to participate as equal partners at every level of decision-making, including needs assessment, planning, implementation, enforcement and evaluation.
- 8) **Environmental Justice** affirms the right of all workers to a safe and healthy work environment without being forced to choose between an unsafe livelihood and unemployment. It also affirms the right of those who work at home to be free from environmental hazards.
- 9) **Environmental Justice** protects the right of victims of environmental injustice to receive full compensation and reparations for damages as well as quality health care.

³ Principles of Environmental Justice, <https://www.ejnet.org/ej/principles.html>. Accessed December 19, 2022.

10) **Environmental Justice** considers governmental acts of environmental injustice a violation of international law, the Universal Declaration On Human Rights, and the United Nations Convention on Genocide.

11) **Environmental Justice** must recognize a special legal and natural relationship of Native Peoples to the U.S. government through treaties, agreements, compacts, and covenants affirming sovereignty and self-determination.

12) **Environmental Justice** affirms the need for urban and rural ecological policies to clean up and rebuild our cities and rural areas in balance with nature, honoring the cultural integrity of all our communities, and provided fair access for all to the full range of resources.

13) **Environmental Justice** calls for the strict enforcement of principles of informed consent, and a halt to the testing of experimental reproductive and medical procedures and vaccinations on people of color.

14) **Environmental Justice** opposes the destructive operations of multinational corporations.

15) **Environmental Justice** opposes military occupation, repression and exploitation of lands, peoples and cultures, and other life forms.

16) **Environmental Justice** calls for the education of present and future generations which emphasizes social and environmental issues, based on our experience and an appreciation of our diverse cultural perspectives.

17) **Environmental Justice** requires that we, as individuals, make personal and consumer choices to consume as little of Mother Earth's resources and to produce as little waste as possible; and make the conscious decision to challenge and reprioritize our lifestyles to ensure the health of the natural world for present and future generations.

Jemez Principles⁴:

1. Be Inclusive
2. Emphasis on Bottom-Up Organizing
3. Let People Speak for Themselves
4. Work Together In Solidarity and Mutuality
5. Build Just Relationships Among Ourselves
6. Commitment to Self-Transformation

⁴ Sierra Club. *Jemez Principles*. <https://www.sierraclub.org/sites/www.sierraclub.org/files/sce/grand-canyon-chapter/misc-pdf/Jemez%20Principles%20Poster.pdf>. Accessed December 19, 2022.

Appendix B

The CAC Charter was developed using information from various sources, including:

Bay Area Air Quality Management District. *Regulation 2, Permits, Rule 1, Section 2-1-243*. <https://www.baaqmd.gov/~media/dotgov/files/rules/reg-2-permits/2021->

California Air Resources Board. *Partnering Agreement-West Oakland Toxic Reduction Collaborative*. (2018, February 14). https://ww2.arb.ca.gov/sites/default/files/2020-04/collaborative_partnering_agreement_west_oakland_acc.pdf. Accessed January 3, 2023.

City and County of San Francisco: *Power Plan Task Force By Laws*. https://sfgov.org/sfc/pppcatf/index_162_2134.html?page=162. Accessed January 3, 2023

Metropolitan Transportation Commission. *Metropolitan Transportation Commission Resolution No. 3931*. (2009, November 18). https://mtc.ca.gov/sites/default/files/documents/2022-01/RES-3931_approved.pdf. Accessed January 3, 2023.

Partnering Agreement-West Oakland Toxic Reduction Collaborative “Collaboration on Call.”

San Francisco Bay Conservation and Development Commission. *Environmental Justice Advisors Charter*. <https://bcdc.ca.gov/ejwg/environmental-justice-advisors-charter.html>. Accessed January 3, 2023

San Francisco Bay Conservation and Development Commission. *San Francisco Bay Plan*. https://www.bcdc.ca.gov/plans/sfbay_plan.html. Accessed January 3, 2023

The Bay Area Air Quality Management District. *The Path to Clean Air in the Richmond-North Richmond-San Pablo Area Community Steering Committee Charter and Participation Agreement*. <https://www.baaqmd.gov/~media/files/ab617-community-health/richmond/ptca-charter-agreement-pdf.pdf?la=en>. Accessed January 3, 2023.

United States Environmental Protection Agency. *Guidance on Considering Environmental Justice During the Development of Regulatory Actions*. <https://19january2021snapshot.epa.gov/sites/static/files/2015-06/documents/considering-ej-in-rulemaking-guide-final.pdf>. Accessed January 3, 2023.

EXHIBIT C.2

Community Advisory Council Charter Redlined Version

Recommended by the
Community Advisory Council on 5/18/2023

Recommended with edits by the
Community Equity, Health, and Justice
Committee on 6/21/2023

Community Advisory Council Charter

1.1 Purpose

The Bay Area Air Quality Management District (Air District) Board of Directors approved the formation of the Community Advisory Council (CAC) on Nov. 17, 2021. The Community Equity, Health, and Justice Committee (CEHJ) of the Air District selected the slate of candidates and recommended establishing the CAC on Nov. 4, 2021. The purpose of the CAC is to use environmental justice principles to provide guidance to the Board of Directors on programs and policies that impact overburdened communities within the Air District's jurisdiction to ensure the fair treatment of all persons living in those communities. The CAC will use environmental justice principles to identify and inform planning and decision making with the goal of mitigating and remedying projected disproportionate impacts of air pollution exposures and reducing health risks and inequities associated with poor air quality for people who live, work, and play in already vulnerable and historically marginalized, [overburdened communities](#). The CAC will aim to meaningfully engage impacted communities to represent and address stakeholders' interests. The CAC advises Air District leadership on community-related matters to advance an equity-forward policy agenda.

Definitions:

- Environmental justice: The State of California defines **environmental justice** as “the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies.” (California Government Code §65040.12(e).) According to the U.S. Environmental Protection Agency “**fair treatment**” means “no group of people should bear a disproportionate share of the negative environmental consequences resulting from industrial, governmental and commercial operations or policies.” (Guidance on Considering Environmental Justice During the Development of a Regulatory Action).
- Overburdened community: an area located within a census tract identified by the California Communities Environmental Health Screening Tool (CalEnviroScreen), Version 4.0, as having an overall CalEnviroScreen score at or above the 70th percentile, or within 1,000 feet of any such census tract.¹

¹ Bay Area Air Quality Management District, *Regulation 2, Permits, Rule 1, Section 2-1-243*.
<https://www.baaqmd.gov/~media/dotgov/files/rules/reg-2-permits/2021->

- Meaningfully engage: Meaningfully involving impacted communities is essential to addressing environmental justice. According to the U.S. Environmental Protection Agency, *meaningful involvement* means “(1) people have an opportunity to participate in decisions about activities that may affect their environment and/or health; (2) the public’s contribution can influence the regulatory agency’s decision; (3) community concerns will be considered in the decision-making process; and (4) decision makers will seek out and facilitate the involvement of those potentially affected.” (Guidance on Considering Environmental Justice During the Development of a Regulatory Action).

The CAC will utilize the [17 Principles of Environmental Justice](#) and [Jemez Principles for Democratic Organizing](#), which are both available on the Air District website and hereinafter incorporated by reference in Appendix A.

1.2 Mission Statement

The CAC believes in protecting the fundamental right to clean air for all communities. We aim to provide access to meaningful community engagement and bring community priorities into focus at the Air District. We are committed to democratic decision making and achieving equitable solutions to the impacts of air pollution and the polluting economy. We prioritize solutions that can be applied to more than one community. We are dedicated to eliminating pollution threats both upstream and downstream, standing in solidarity, sharing power and resources, and listening to and amplifying voices from communities that are the most impacted and overburdened.

1.2.1 Goals

The goals of the CAC are as follows:

- To provide representation on behalf of all communities, including overburdened communities to the Air District Board of Directors.
- To serve as a liaison between the community and the Air District Board of Directors and staff to influence decisions, policies, procedures, and processes to ensure equity, inclusion, civil rights, and environmental justice.

1.2.2 Guiding Principles

CAC members will provide independent and objective advice and be committed to the following principles:

- a. Laying a solid foundation for successful, future CAC members and ensuring long-term sustainability of the CAC’s commitment to environmental justice.

- b. Elevating voices and advocating for communities who are not currently being represented or heard.
- c. Building a deep, authentic, and mutually accountable relationship among CAC members.
- d. Helping CAC members value, actualize, and institutionalize environmental justice principles throughout all CAC practices.
- e. Being recognized as partners in the fight to define how we mitigate the impacts of climate change and air pollution exposure to reduce health risks and inequities associated with poor air quality.
- f. Using influence, expertise, and privilege to protect our communities.
- g. Identifying gaps in underrepresented, community-led² decision making, and avenues for well-compensated opportunities for people in the Black, Indigenous, and People of Color (BIPOC) communities.
- h. Striving to include cultural competence.
- i. Acknowledging that one methodology does not apply to all communities and seeking to address the conditions in each community as needed. Utilizing and applying resources and tools based on those differences.
- j. Maintaining impartiality, fairness, and respect for all CAC members and the communities we represent.

1.2.3 Civility

The members of the CAC promote authentic respect for others and strive to see common ground in order to produce our best work for the CAC and the communities that we represent. We are committed to a conscious demonstration of mutual respect — for people, their roles, and their knowledge and expertise. We seek to create a safe environment where diverse viewpoints will be heard and considered. To that end, members of the CAC will act with respect and civility when interacting with each other, the Air District Board of Directors, staff, and members of the public.

Behavior which violates the CAC’s commitment to respect and civility includes, but is not limited to, yelling, cursing, interrupting, humiliating, threatening, and all forms of harassment.

Any violations of this provision will be handled as stated in the Conflict Resolution section below.

1.2.4 Conflict Resolution

In the event that a conflict or behavior arises that violates the CAC’s commitment to respect and civility between CAC members and/or between CAC members and Air District staff, regarding CAC matters:

² Underrepresented community-led: *Underrepresented community* is used to describe those who have been historically and are still systematically excluded from political and policy-making processes, which includes many disadvantaged and vulnerable communities.

Step 1: CAC members agree to work in a collaborative fashion and strive for consensus on the issues before they are brought to the CAC.

Step 2: In the event of an impasse or conflict that continues or becomes an official complaint (sent via email to the Co-Chairs and CAC team staff serving as the in-house mediators), the Co-Chairs and CAC Team Staff shall work with the members in conflict first as in-house mediators.

Step 3: If there continues to be an impasse between CAC Members and/or between CAC Members and Air District staff, those concerned will work with the APCO to reach an agreement.

Step 4: If agreement or resolution cannot be reached with staff or the APCO, a mutually agreed upon third-party mediator will be utilized to resolve the conflict and provide a recommended action to the Board.

In the event of a conflict on agenda items, CAC members can agree to postpone the action or agenda item for discussion until the next meeting, from the date the issue arises, to allow for the Co-Chairs and CAC team staff to help resolve the issue. If during the meeting the facilitator cannot help the CAC reach an agreement, then the action or agenda item in question will not proceed.

Individual members cannot be compelled to participate in any action to which they do not agree. Individual members may abstain from participation in a decision when they believe it would be inappropriate for them to participate in that action or decision.

1.3 Leadership

In 2022, the CAC approved a three Co-Chair model. The leadership model may be amended based on needs expressed by the CAC and approved by the Board, but shall be no more than three Co-Chairs at a time.

1.3.1 Duties of Leadership

- a. The Co-Chairs shall preside over bi-monthly meetings of the CAC in rotation.
 - I. Presiding over a meeting requires a Co-Chair to open, manage, and adjourn meetings, and to adjust the set order of speakers in collaboration with the facilitator and Air District staff.
 - II. In the event the Co-Chair scheduled to preside over the meeting is absent or unable to perform their duties, the Co-Chair scheduled to preside next shall preside over the meeting and perform all chair duties.

- b. The Co-Chairs shall oversee the preparation and distribution of the agenda and materials for the CAC meetings.
- c. The Co-Chairs shall work with Air District staff and the CAC meeting facilitator to plan, structure, and coordinate CAC meetings.
- d. The Co-Chairs shall attend and provide updates to the Air District Board of Directors as needed and/or requested and interact with the Air District Board of Directors in representation of overburdened communities within the nine Bay Area counties, and on behalf of the CAC members.
- e. The Co-Chairs shall oversee activities of the ad hoc committees.
- f. The Co-Chairs shall perform all other necessary and incidental duties as prescribed by the CAC Charter.
- g. The Co-Chairs shall communicate with each other, divide work, and share information and updates in a timely manner.
- h. The Co-Chairs shall address conflict within the CAC membership and leadership.
- i. The Co-Chairs shall ensure that CAC decisions are made in a democratic, equitable, and timely manner.
- j. The Co-Chairs shall represent the CAC at the Budget Committee and provide feedback on the Air District's budget.
- k. The Co-Chairs shall work with Air District staff to define and oversee the CAC's annual budget.
- l. The Co-Chairs shall understand and adhere to the Brown Act and Robert's Rules of Order.

~~4.3.2 Leadership (Co-Chairs) Terms of Office~~

~~4.3.31.3.2~~ Terms of Leadership

Leadership is appointed for a two (2) year term and no member may serve for more than two, 2-year terms consecutively.

~~4.3.41.3.3~~ Election of Leadership (Co-Chairs)

The inaugural leadership of three (3) Co-Chairs was elected at the second meeting of the CAC.

If a leadership position becomes vacant, that position must be filled within two meetings after the vacancy occurs. The leadership position shall be filled through a nomination, selection, and voting process. The process will be as follows:

- Members seeking a vacant leadership position shall submit an essay, which provides a summary of their background and outlines the reasons they seek the position. The full CAC shall be presented with the essays 72 hours in advance of the meeting in which the CAC will vote on each prospective candidate. The

candidate receiving the majority of the votes will be selected to fill the vacant leadership position.

1.4 CAC Members

1.4.1 Composition of the CAC

The initial membership of the CAC, including Co-Chairs, shall be composed of seventeen (17) members who live or work in overburdened communities in California, as follows:

- Four (4), Alameda County
- Four (4), Contra Costa County
- One (1), San Francisco County
- One (1), San Mateo County
- Two (2), Santa Clara County
- One (1), Solano County
- Two (2), at-large
- Two (2), youth

Youth are considered to be individuals between the ages of 14 and 24 at the beginning of their term.

Regarding at-large member seats, priority should be given to individuals living or working in Marin, Napa, or Sonoma counties or individuals with special expertise, such as wildfire management.

Also, diversity, equity, and inclusion on the CAC are highly valued.

1.4.2 Duties of Members

CAC members shall fully participate in bi-monthly meetings and be fully engaged during discussion. The CAC members shall also review materials prior to meetings and come prepared for engaged discussion, active listening, and respectful dialogue. Meeting preparation includes attending required trainings defined below and other trainings as planned by the Co-Chairs or suggested by the CAC. Further, CAC members shall perform all other duties as prescribed by this Charter.

All Members, except CAC leadership, are expected to join at least one ad hoc committee every year to ensure a balance of work for what the CAC has to accomplish, if their schedule allows. Council Members will vote during the first meeting on a time and day for a meeting that works best for the majority. Staff will provide an orientation of the expectations related to the CAC membership requirements.

1.4.2.1 Mandatory Annual Trainings

CAC members and leadership shall attend and participate in four (4) mandatory annual trainings as follows:

- Brown Act Training: The Brown Act is a California law that guarantees the public's right to attend and participate in meetings of local legislative bodies.
- Robert's Rules of Order Training: Robert's Rules, widely known as parliamentary procedure, was developed to ensure that meetings are fair, efficient, democratic, and orderly.
- Civility Training: Civility is an essential aspect of every work environment to create and maintain a fair and professional culture. This civility training is designed to teach CAC members the norms of acceptable conduct and how to identify, prevent, and respond professionally to situations of incivility.
- Team building and conflict resolution training.

Additionally, CAC members shall complete an ethics training course within the first year of their term and are required to take follow-up training biannually.

1.4.2.2 Virtual, Hybrid, and In-Person Meetings

In 2022, the CAC attended meetings virtually. As of March 2023, the CAC will meet in person at a location within the nine-county Bay Area with a required quorum of 9 out of 17 members. CAC members may attend remotely under specific circumstances outlined in the Brown Act and AB 2449 and in the Attendance section of this document.

CAC members, and members of the public with disabilities, who need accommodations consistent with Section 504 of the Rehabilitation Act to have equal opportunities to participate in CAC meetings should contact Air District staff.

Reimbursements for travel are outlined in the CAC's Compensation Policy and Procedures.

1.4.3 Members Terms of Office

CAC Members apply or reapply for either a two-year term or a four-year term. CAC Members are limited to serving a total of eight (8) years. This will ensure that others have the opportunity to participate in the CAC and that there is continuity of County or institutional knowledge. The inaugural CAC will serve for four (4) years with the ability to reapply.

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1.4.3.1 Appointment of Members

The CAC members are appointed by the Board of Directors. Vacancies are to be filled by the Board of Directors as described in the following process. The CEHJ shall provide guidance on selection criteria and on prospective CAC members. The CAC shall create a CAC Selection Ad Hoc Committee, which may include at least one CEHJ member or other Board member chosen by the Board Chair, to recommend a candidate or slate of candidates to the Community Equity, Health, and Justice Committee, according to the guidance provided by the CEHJ. The candidates approved by the CEHJ Committee will be recommended to the Board of Directors for final approval.

The CAC Selection Ad Hoc will be tasked with developing criteria for the selection of candidates, according to the guidance developed by CEHJ. Priority should be given to individuals from Bay Area communities overburdened by air pollution, environmental justice communities, and/or those with a history of partnering with environmental justice communities.

1.5 Standing Committees and Ad Hoc Committees

Upon approval by a majority of its members, the CAC may form committees to advise the CAC on its ongoing functions. The committees shall be composed of members of the CAC. Committee members shall vote on committee leadership during the first meeting.

1.5.1 Standing Committees

A standing committee is considered a legislative body and is subject to Brown Act requirements of staffing support, if budget allows. A committee is considered "standing," irrespective of its composition, if it has a continuing subject-matter jurisdiction, or a meeting schedule fixed by charter, ordinance, resolution, or formal action of a legislative body.

1.5.2 Ad Hoc Committees

An ad hoc committee is an advisory committee composed of less than a quorum of members, which will serve for a limited term or single purpose. After the duties of the ad hoc committee are accomplished, and presented to and approved by the CAC, the ad hoc committee will be dissolved. The ad hoc committees will aim to complete their task(s) within six months of assignment.

Furthermore, ad hoc and standing committees shall follow the following guidelines:

1. Limitations: A CAC member cannot simultaneously participate on more than two ad hoc committees, although they can be placed as an alternate on a third committee. This will ensure that all CAC members have an equal opportunity to make their voices heard and exercise their skills and expertise.
2. Commitment: Once selected, CAC members must serve their full term on an ad hoc and/or standing committee. A CAC member cannot abandon their commitment to an ad hoc or standing committee to join another committee.
3. Accountability: Council Members with a track record that matches the attendance requirement set forth above for Ad Hocs or Standing Committees, will be placed as alternates if they wish to participate in another committee.
4. Priority: CAC members not participating on an ad hoc or standing committee will be given priority to serve on newly formed committees (e.g., ad hoc or standing). After which, CAC members currently participating in one (1) committee will be given preference. Lastly, CAC members serving on two (2) committees will be placed as alternates until one of their current ad hoc committees completes its assigned task and is dissolved.
5. Exceptions: The CAC may create an Ad Hoc Committee if an emergent topic or situation demands it, which may require exceptions that supersedes the limitations and commitments outlined above. The emergency Ad Hoc Committee will remain active until the mission or task is accomplished.

1.5.2.1 Work Plan Ad Hoc Committee

The CAC will form a CAC Work Plan Ad Hoc Committee annually to set the CAC’s work plan and schedule each year. The CAC Work Plan Ad Hoc Committee will identify several priority areas to adhere to and will establish appropriate criteria measures. CAC Members, Community Members, ~~and Air District Staff, and the Air District Board~~ will have the opportunity to recommend agenda items of potential relevance to the CAC for inclusion in the work plan. **The Air District Board can provide agenda items for inclusion in the CAC work plan.** Once dissolved, CAC Co-Chairs are responsible for implementing the work plan and reserve the right to amend the work plan in an emergency or emergent situation, as defined in the *Setting Agendas* section on page 13.

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1.5.2.2 Governance Ad Hoc Committee

In 2022, the CAC formed a CAC Governance Ad Hoc Committee to develop the CAC’s governance agreement. The CAC hereby presents the CAC’s Charter, which sets forth the mission, goals, scope, rules, and actions applicable to the CAC and CAC membership. Once the mission is accomplished, presented to and adopted by a quorum of the CAC, and approved by the Board of Directors, the Governance Ad Hoc Committee will be dissolved.

The CAC Governance Ad Hoc Committee may be reestablished with a new slate of CAC members to review, revise, and/or propose amendments. Any revisions to the

existing charter shall be presented and discussed by the CAC and recommended for approval by the Air District Board of Directors.

1.6 Community Engagement

The CAC will aim to engage the community in the following ways:

- Bi-annual newsletter, which includes items that have been addressed, future meeting dates and agendas, success stories, and ways to engage with the CAC
- CAC web page
- CAC meetings
- Outreach events or workshops hosted by CAC members or the Air District
- Bi-monthly community meetings led by the Compliance and Enforcement Division of the Air District

1.7 Meetings

1.7.1 Facilitation of Meetings

An external professional meeting facilitator will be hired to assist the CAC with bimonthly CAC meetings, if budget allows. For 2022-2023, a facilitator was hired through a competitive process with participation of CAC members. The external facilitator works directly with the CAC leadership to plan and execute the meeting plan in consultation with Air District staff. The facilitator will keep the meetings on track with guidance from the Co-Chairs and will enforce the following meeting expectations and ground rules for CAC members:

- *The first expectation is **preparation**: Come prepared for meetings and review all documents that the CAC will discuss.*
- *Second, is **communication and language**: Communicate with respect and be mindful of individual speaking time so that everyone has the opportunity to speak in meetings. Zoom meetings are publicly accessible, so CAC members are expected to conduct themselves accordingly.*
- *Third, is **distractions**: Avoid distractions and stay present. Active listening is imperative to ensure that members understand other people's viewpoints.*
- *Fourth, is **timing**: Respect time agreements and stay on topic.*
- *Finally, **facilitation**: The facilitator will intervene to keep the conversation on track and on time and will remind members of these ground rules as necessary.*

The facilitator will have limited authority to open the meetings, convey the agenda item(s), confirm the meeting has quorum after the clerk takes roll call, facilitate the flow of meetings in accordance with the Brown Act and Robert's Rules of Order, maintain order, and defer to the Air District legal representative or staff if needed.

Air District staff will facilitate ad hoc committee meetings, Co-Chair meetings, and other meetings as needed. CAC members, staff, or the Co-Chairs may identify the need for facilitator or contractor support for any CAC meeting, if budget allows.

1.7.2 Regular Meetings

Regular meetings of the CAC are held on the third Thursday of every other month at 6:00 p.m. PT. All meetings will be held in accordance with the Brown Act. Meeting schedule is subject to change, if necessary.

1.7.3 Special Meetings

A majority of Co-Chairs or a majority of the CAC members may call special meetings, following the noticing guidelines set forth in the Brown Act.

1.7.4 Notice of Meetings

Meeting agendas and notices must be posted at the meeting site and on the Air District website in compliance with all applicable laws, including but not limited to the Ralph M. Brown Act. (Government Code Section 54950 et seq.)

Agendas and notices shall be emailed to each CAC member and any person who submits a written request to the Air District for such notice.

1.7.5 Adjournment or Cancellation of Meetings

The presiding Co-Chair or Air District staff may adjourn or cancel a meeting if a quorum will not be present or if the meeting date conflicts with a holiday. Notices of adjournment or cancellation shall be emailed to CAC members and posted at the meeting site and on the Air District [website](#).

1.7.6 Meetings of CAC Members with the Air District

CAC members that meet with Air District staff or Board of Directors, on behalf of the CAC, should inform the CAC Co-Chairs of the discussion within 72 hours of the date the meeting is held.

Action items directed to CAC leadership from the CEHJ Committee or Board leadership, the CEHJ Committee, or the Board of Directors should be communicated to CAC leadership within 72 hours via memo.

1.7.7 Meetings of the Ad Hoc

Ad Hoc Committee Chairs are expected to provide a monthly verbal report-out on the progress of the Ad Hoc Committees to CAC leadership. Report-outs should be a brief summary.

1.7.8 Quorum Requirements

Effective March 1, 2023, 50% plus one of CAC members (or 9 out of 17 members in 2022-2023) must be present in person to constitute a quorum and for voting to be conducted.

1.7.8.1 Action at a Meeting; Quorum and Required Vote

A quorum is required to take any official action beyond roll call and adjournment. The affirmative vote of a majority of the members of the CAC shall be required for the approval of all substantive matters. Agenda items that require no action may still be presented and discussed without a quorum.

1.7.8.2 Voting and Abstention

CAC meetings will be conducted in compliance with the Brown Act (Government Code Section 54950 et seq.), Robert's Rules of Order, CAC Charter, and state and local laws. Participation and voting are based on Brown Act requirements and current legislation. Staff will provide an updated summary of any changes as required by law.

1.7.8.3 Conduct of Meetings

(a) All meetings shall be governed by the Ralph M. Brown Act (Government Code Section 54950 et seq.), the CAC Charter, and Robert's Rules of Order for decorum and parliamentary procedure.

(b) Cell phones shall be turned off during all CAC meetings.

(c) The Co-Chairs may issue a warning to any member of the public who is disruptive during CAC meetings. In the event of repeated disruption of any kind, the Co-Chairs shall direct the offending member of the public to leave the meeting. If the meeting is disrupted by *any* member of the public, we hold the right to remove the individual from the meeting with the assistance of security or by muting and turning off the camera of that individual.

(d) The chat feature will be unavailable for the full duration of Zoom meetings due to accessibility limitations.

1.8 Agenda Items

1.8.1 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 will have three minutes each to address the CAC. Members of the public who wish to speak on non-agenda items, will have three minutes to address the CAC. Members of the public who are speaking through an interpreter will have six minutes to address the CAC. All meetings will have a rebuttal period that allows an additional one (1) minute to any member of the public who would like to provide a rebuttal.

1.8.2 Setting Agendas

Air District staff, at the direction of the Co-Chairs, will prepare and distribute the agenda and materials for CAC meetings.

1.8.2.1 Current Agenda Setting Process:

1. A CAC member and/or member of the public may propose agenda item(s) during a CAC meeting or via email to staff.
2. Staff will track proposed agenda items and bring them to the Work Plan Ad Hoc Committee (when constituted) and the Co-Chairs.
3. The Co-Chairs will work from the work plan developed by the Work Plan Ad Hoc Committee once adopted by the CAC membership for the upcoming agenda.
4. Staff will identify presenters and draft presentation and memo (materials).
5. Staff will work with the CAC member(s) who requested the agenda item(s) to create materials as needed.
6. Staff will finalize materials.
7. Staff will send materials to Co-Chairs and the CAC member(s) who requested the agenda item for final approval.
8. Staff will update materials with final edits.
9. Executive staff will review materials.
10. Executive staff will provide edits, if needed.
11. Executive staff will route the materials for public distribution.

The Co-Chairs will work from the work plan developed by the Work Plan Ad Hoc once adopted by the CAC membership. The Co-Chairs, Staff, CAC Members or the public can make requests for new topics not included in the work plan. The Public can make requests for agenda items at CAC meetings during the Public Comment on Non-Agenda Items or by emailing staff at communityadvisorycouncil@baaqmd.gov. New additions to the work plan must be approved by majority vote of the CAC.

The Co-Chairs and the Board of Directors can amend the work plan, as needed when an emergency or emergent issue requires it. An emergency is defined as an event that impacts the health and safety of the community (e.g., flaring). An emergent issue is considered emergent if it is new and immediate action from the CAC is required (i.e.,

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funding opportunity, legislative issue). The current work plan must be included in the materials of every CAC meeting. Changes must be noted when made.

Also, the CEHJ or Board may require advice or recommendations of the CAC on a particular matter or issue (refer to the process outlined in 1.7.6).

1.9 Conflict of Interest Policy

Conflict of interest laws prohibit CAC members or immediate family from benefiting financially from their relationship with the Air District by way of the CAC. Any CAC member, or immediate family members of CAC members, who would directly benefit financially from a contract, must recuse themselves and not be present during a vote to avoid influencing other CAC members.

1.10 Meeting Minutes

Minutes shall be taken at all regular and special CAC meetings and shall comply with all applicable laws, including but not limited to the Ralph M. Brown Act (Government Code Section 54950 et seq.) and the CAC Charter. Minutes shall be approved by the majority vote of CAC members in accordance with applicable statutes.

1.11 Land Acknowledgement

The CAC recognizes that California Native American and other communities have also faced many environmental injustices and social inequities. These issues are hereby acknowledged as part of the CAC Charter. The following CAC Land Acknowledgement will be included in all CAC meeting agendas and is available on the [CAC web page](#).

We begin by acknowledging that this land is unceded Indigenous land. The territories, or counties we represent, are of the Indigenous people. To acknowledge this history of our country — that this nation was built on genocide, the exclusion and erasure of Indigenous people — grounds our work in truth. We also acknowledge that our modern global economy was founded on the free and forced labor of enslaved Black people. And that exploited labor continuously perpetuates itself in disadvantaged communities of color, as we see in the treatment of farm workers, immigrant workers, prison labor and domestic workers. This practice of land acknowledgment calls on us to recognize our violent history that is the foundation of white supremacy, and to recognize the longstanding and ongoing resistance of People of Color to dehumanization, repression and homicide. And that the brilliance and leadership of People of Color in resistance, vision, wisdom and love be honored and recognized as we work to dismantle ongoing legacies of settler colonialism and anti-blackness.

The [Air District website](#) will be updated in preparation for each CAC meeting with materials for discussion and, after each meeting, with meeting summaries, presentations, background materials, requested information, and meeting recordings.

1.12 Dissemination of Materials

All documents, materials, and correspondence produced by or submitted to the CAC, CAC staff, or facilitator are considered public information and subject to the California Public Records Act regulations and procedures for disclosure and transparency. Information related to the operations of the CAC will be made available to the public as requested.

1.13 Public Meetings

All CAC meetings will be noticed and open to the public in accordance with the Brown Act.

1.14 Attendance

The CAC requires the active participation and attendance by members of at least 75% of all meetings during every year served. This applies to Co-Chair meetings, committee meetings, and attendance at meetings of the full CAC. CAC members will inform staff and CAC leadership of any potential absences. As of March 1, 2023, per AB 2449 teleconferencing requirements, members remotely joining CAC meetings that require a quorum must have a “just cause” or an emergency excuse approved by a majority of the CAC in order to participate and vote. CAC members joining CAC meetings remotely without a just cause or approved emergency excuse will not be able to vote and therefore will not be counted present in the meeting.

1.14.1 Absenteeism: CAC Meetings

CAC members are allowed to miss three (3) meetings in one calendar year. Continued absenteeism from CAC Meetings constitutes voluntary abandonment. After two (2) CAC meetings have been missed, staff will send a courtesy letter reminding the absent member of the attendance requirements of the CAC and warning them that they are at risk of losing their seat. Staff will be responsible for informing the Co-Chairs of absent members. Staff will inform a member that they have lost their seat on the CAC after three meetings are missed. Vacant seats on the CAC will be filled as described in the Appointment section on page 8 of this document.

1.14.2 Absenteeism: Co-Chair Meetings

Co-Chair meetings occur every week up to four hours per month.

Co-Chairs are allowed to miss three (3) meetings every two (2) consecutive months. Continued absenteeism from Co-Chair meetings constitutes voluntary abandonment. After two (2) Co-Chair meetings have been missed, staff will send a courtesy letter reminding the absent Co-Chair of the attendance requirements of the Co-Chairs and warning them that they are at risk of losing their seat. Staff will be responsible for informing the Co-Chairs and the CAC of absent Co-Chairs. Staff will inform a Co-Chair that they have lost their seat on the CAC after three (3) meetings are missed. The Co-Chairs reserve the right to jointly adjust the schedule around the holidays.

Any vacant Co-Chair appointment shall be filled within two (2) meetings after the vacancy occurs through a nomination, selection, and voting process.

1.14.3 Absenteeism: Ad Hoc Meetings

Ad hoc meetings will generally occur every other week (biweekly).

Ad hoc committee members are allowed to miss three (3) meetings every two (2) consecutive months. Continued absenteeism from ad hoc meetings constitutes voluntary abandonment. After two (2) ad hoc meetings have been missed, staff will send a courtesy letter reminding the absent ad hoc member of the attendance requirements of ad hoc members and warning them that they are at risk of losing their seat. Staff will be responsible for informing CAC members of absent members. Staff will inform CAC members that they have lost their seat on the CAC after three (3) meetings are missed. The Co-Chairs reserve the right to jointly adjust the schedule around holidays.

Any vacant appointment of an Ad-Hoc Committee shall be filled within two (2) meetings after the vacancy occurs through a nomination, selection, and voting process.

1.15 Amendment of CAC Charter

The CAC and the Board shall revisit the Charter to make requests for amendments in January of every odd-numbered year following the Board approval of the Charter. The CAC shall provide thirty (30) days' notice for public comment before adopting any amendments to the CAC Charter.

The Community Equity, Health, and Justice Committee must approve a recommendation for changes to the Charter and the Board of Directors must approve the recommendation from the CEHJ Committee on the Charter before any changes can take effect.

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1.16 Compensation

Compensation for CAC Members will be subject to attendance and in accordance with the CAC's Compensation Policy and Procedures. The CAC and the Board shall revisit the Compensation Policy and Procedures to make requests for amendments during the first month of the year of every other year. Updates to the Policy shall include a revision based on cost-of-living increase.

Appendix A

Delegates to the First National People of Color Environmental Leadership Summit held on October 24-27, 1991, in Washington, D.C., drafted and adopted these 17 principles of Environmental Justice. Since then, the principles have served as a defining document for the growing grassroots movement for environmental justice.

Environmental Justice Principles³:

- 1) **Environmental Justice** affirms the sacredness of Mother Earth, ecological unity and the interdependence of all species, and the right to be free from ecological destruction.
- 2) **Environmental Justice** demands that public policy be based on mutual respect and justice for all peoples, free from any form of discrimination or bias.
- 3) **Environmental Justice** mandates the right to ethical, balanced and responsible uses of land and renewable resources in the interest of a sustainable planet for humans and other living things.
- 4) **Environmental Justice** calls for universal protection from nuclear testing, extraction, production and disposal of toxic/hazardous wastes and poisons and nuclear testing that threaten the fundamental right to clean air, land, water, and food.
- 5) **Environmental Justice** affirms the fundamental right to political, economic, cultural and environmental self-determination of all peoples.
- 6) **Environmental Justice** demands the cessation of the production of all toxins, hazardous wastes, and radioactive materials, and that all past and current producers be held strictly accountable to the people for detoxification and the containment at the point of production.
- 7) **Environmental Justice** demands the right to participate as equal partners at every level of decision-making, including needs assessment, planning, implementation, enforcement and evaluation.
- 8) **Environmental Justice** affirms the right of all workers to a safe and healthy work environment without being forced to choose between an unsafe livelihood and unemployment. It also affirms the right of those who work at home to be free from environmental hazards.
- 9) **Environmental Justice** protects the right of victims of environmental injustice to receive full compensation and reparations for damages as well as quality health care.

³ Principles of Environmental Justice, <https://www.ejnet.org/ej/principles.html>. Accessed December 19, 2022.

10) **Environmental Justice** considers governmental acts of environmental injustice a violation of international law, the Universal Declaration On Human Rights, and the United Nations Convention on Genocide.

11) **Environmental Justice** must recognize a special legal and natural relationship of Native Peoples to the U.S. government through treaties, agreements, compacts, and covenants affirming sovereignty and self-determination.

12) **Environmental Justice** affirms the need for urban and rural ecological policies to clean up and rebuild our cities and rural areas in balance with nature, honoring the cultural integrity of all our communities, and provided fair access for all to the full range of resources.

13) **Environmental Justice** calls for the strict enforcement of principles of informed consent, and a halt to the testing of experimental reproductive and medical procedures and vaccinations on people of color.

14) **Environmental Justice** opposes the destructive operations of multinational corporations.

15) **Environmental Justice** opposes military occupation, repression and exploitation of lands, peoples and cultures, and other life forms.

16) **Environmental Justice** calls for the education of present and future generations which emphasizes social and environmental issues, based on our experience and an appreciation of our diverse cultural perspectives.

17) **Environmental Justice** requires that we, as individuals, make personal and consumer choices to consume as little of Mother Earth's resources and to produce as little waste as possible; and make the conscious decision to challenge and reprioritize our lifestyles to ensure the health of the natural world for present and future generations.

Jemez Principles⁴:

1. Be Inclusive
2. Emphasis on Bottom-Up Organizing
3. Let People Speak for Themselves
4. Work Together In Solidarity and Mutuality
5. Build Just Relationships Among Ourselves
6. Commitment to Self-Transformation

⁴ Sierra Club. *Jemez Principles*. <https://www.sierraclub.org/sites/www.sierraclub.org/files/sce/grand-canyon-chapter/misc-pdf/Jemez%20Principles%20Poster.pdf>. Accessed December 19, 2022.

Appendix B

The CAC Charter was developed using information from various sources, including:

Bay Area Air Quality Management District. *Regulation 2, Permits, Rule 1, Section 2-1-243*. <https://www.baaqmd.gov/~media/dotgov/files/rules/reg-2-permits/2021->

California Air Resources Board. *Partnering Agreement-West Oakland Toxic Reduction Collaborative*. (2018, February 14). https://ww2.arb.ca.gov/sites/default/files/2020-04/collaborative_partnering_agreement_west_oakland_acc.pdf. Accessed January 3, 2023.

City and County of San Francisco: *Power Plan Task Force By Laws*. https://sfgov.org/sfc/pppcatf/index_162_2134.html?page=162. Accessed January 3, 2023

Metropolitan Transportation Commission. *Metropolitan Transportation Commission Resolution No. 3931*. (2009, November 18). https://mtc.ca.gov/sites/default/files/documents/2022-01/RES-3931_approved.pdf. Accessed January 3, 2023.

Partnering Agreement-West Oakland Toxic Reduction Collaborative “Collaboration on Call.”

San Francisco Bay Conservation and Development Commission. *Environmental Justice Advisors Charter*. <https://bcdca.gov/ejwg/environmental-justice-advisors-charter.html>. Accessed January 3, 2023

San Francisco Bay Conservation and Development Commission. *San Francisco Bay Plan*. https://www.bcdc.ca.gov/plans/sfbay_plan.html. Accessed January 3, 2023

The Bay Area Air Quality Management District. *The Path to Clean Air in the Richmond-North Richmond-San Pablo Area Community Steering Committee Charter and Participation Agreement*. <https://www.baaqmd.gov/~media/files/ab617-community-health/richmond/ptca-charter-agreement-pdf.pdf?la=en>. Accessed January 3, 2023.

United States Environmental Protection Agency. *Guidance on Considering Environmental Justice During the Development of Regulatory Actions*. <https://19january2021snapshot.epa.gov/sites/static/files/2015-06/documents/considering-ej-in-rulemaking-guide-final.pdf>. Accessed January 3, 2023.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: July 5, 2023

Re: Wildfire Season Preview

RECOMMENDED ACTION

None; receive and file.

BACKGROUND

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

DISCUSSION

Staff will provide an update on the outlook for the 2023 wildfire season. The presentation will also include an overview of the Air District's role and actions during wildfire events, including monitoring, smoke forecasting, coordination with state and local agencies, and outreach to the public. Air District programs to reduce wildfire risk and exposure to smoke during wildfires will also be summarized.

Air District resources are available to help inform the public before and during wildfire events. These resources include:

- ***Wildfire Smoke Preparedness Tips*** are available to help people prepare their home and family for smoke events:
<https://www.baaqmd.gov/~/media/files/communications-and-outreach/wildfire-materials/wildfire-preparedness-tips-pdf?la=en>

- **Air Quality Data - Frequently Asked Questions** provides an overview of websites with air quality data that are useful during wildfires, including information about the data sources, how the data can be used, and links to additional information:
<https://www.baaqmd.gov/~media/files/communications-and-outreach/wildfire-materials/air-district-aq-data-faq-pdf.pdf?la=en>

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Ranyee Chiang
Reviewed by: Greg Nudd

ATTACHMENTS:

None