

BOARD OF DIRECTORS
MEETING
May 7, 2025

**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

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

Pittsburg City Hall
65 Civic Ave, Room 301A
Pittsburg, CA 94565

Scott Haggerty Heritage House
4501 Pleasanton Ave.
Pleasanton, CA 94566

Solano County Administration Building
675 N. Texas St., Room A168
Fairfield, CA 94533

City of San Bruno
567 El Camino Real, Room 138
San Bruno, CA 94066

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

Office of Supervisor Ray Mueller
270 Capistrano Road, Suite 6
Half Moon Bay, CA 94019

Alameda County
Board of Supervisors District 3
Office of Supervisor Lena Tam
101 Callan Ave., Suite 103
San Leandro, CA 94577

Santa Clara County Office
70 W Hedding St.
1st Floor Conference Room
San Jose, CA 95110

THE FOLLOWING STREAMING OPTIONS WILL ALSO BE PROVIDED

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

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

Members of the public may participate remotely via Zoom at <https://bayareametro.zoom.us/j/89065733413>, or may join Zoom by phone by dialing (669) 900-6833 or (408) 638-0968. The Webinar ID for this meeting is: 890 6573 3413

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

The Board welcomes comments, including criticism, about the policies, procedures, programs, or services of the District, or of the acts or omissions of the Board. Speakers shall not use threatening, profane, or abusive language which disrupts, disturbs, or otherwise impedes the orderly conduct of a Board meeting. The District is committed to maintaining a workplace free of unlawful harassment and is mindful that District staff regularly attend Board meetings. Discriminatory statements or conduct that would potentially violate the Fair Employment and Housing Act – i.e., statements or conduct that is hostile, intimidating, oppressive, or abusive – is *per se* disruptive to a meeting and will not be tolerated.

BOARD OF DIRECTORS MEETING AGENDA

WEDNESDAY, MAY 7, 2025

10:00 AM

Chairperson, Lynda Hopkins

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 - 20)

The Consent Calendar consists of routine items that may be approved together as a group by one action of the Board. Any Board member or member of the public may request that an item be removed and considered separately.

4. Approval of the Draft Minutes of the Board of Directors Meeting of April 2, 2025

The Board of Directors will consider approving the Draft Minutes of the Board of Directors meeting of April 2, 2025.

5. Board Communications Received from April 2, 2025, through May 6, 2025

A copy of communications directed to the Board of Directors received by the Air District from April 2, 2025, through May 6, 2025, if any, will be distributed to the Board Members by way of email.

6. Quarterly Report of the Executive Office and Division Activities for the Months of July 2024 - September 2024

This is an informational item only.

7. Notices of Violations Issued and Settlements in Excess of \$10,000 in the Month of March 2025

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 March 2025.

8. Personnel Out-of-State Business Travel Report for March 2025

In accordance with Section 1.1.3 of the Air District's Employee Travel and Business Expense Policy, the Board of Directors will be notified of Air District personnel who have traveled on out-of-state business.

9. Authorization for Board Members to Attend the Air District's Washington, D.C. Advocacy Trip

The Board of Directors will consider authorizing Chairperson Lynda Hopkins and Vice-Chairperson Vicki Veenker to attend the Air District's Washington, D.C. Advocacy Trip from May 18, 2025, to May 21, 2025, and to be eligible for compensation and expense reimbursement per the Air District's Meeting Compensation and Expense Reimbursement Policy.

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

The Board of Directors will consider authorizing the Executive Officer/APCO to execute a contract amendment with Trinity Consultants to extend the contract term from July 1, 2025, to June 30, 2026, and increase the maximum amount of the contract by \$1,950,086, from \$2,915,240 to \$4,865,326, to cover BioWatch maintenance and operations.

11. Authorization to Execute Twelve Grant Agreements with James Cary Smith Community Grant Program Cycle 2 Awardees to Implement Capacity-Building Projects in Environmental Justice Communities

The Board of Directors will consider authorizing the Executive Officer/APCO to execute Air District Grant Agreements with the 12 nonprofit organizations selected to receive James Cary Smith Community Grant Cycle 2 awards in a total amount not to exceed \$3,487,433 for a term of three years. Projects will build capacity in local environmental justice communities and support meaningful engagement in public processes to improve air quality and public health.

12. Authorization to Accept Carl Moyer Program State Reserve Funds from the California Air Resources Board

The Board of Directors will consider adopting a resolution authorizing the Air District to accept, obligate, and expend Carl Moyer Program state reserve incentive funds from Fiscal Year 2024-2025.

13. Authorization to Amend Contract with Nancy S. Feldman for Consulting Advice and Management Support for Enforcement Case Resolution and Litigation

The Board of Directors will consider authorizing the Executive Officer/APCO to amend the contract with Nancy S. Feldman to increase the total not-to-exceed amount of the contract by \$55,000, from \$195,000 to \$250,000, to provide consulting advice and management support to the Legal Division for enforcement case resolution and litigation.

14. Changes to Management Classifications

The Board of Directors will consider authorizing changes to the management classifications as a result of an Air District wide, comprehensive classification study. The recommendations include adoption of new classifications, revision of existing classifications, and removal of outdated classifications. The Finance and Administration Committee recommended approval of these proposed changes at its meeting on April 16, 2025.

15. Transportation Fund for Clean Air 40% Fund Allocation and Expenditure Plans for Fiscal Year Ending 2026

The Board of Directors will consider (i) approving the proposed allocation of the estimated new Transportation Fund for Clean Air (TFCA) revenue to each of the nine Administering Agencies for Fiscal Year Ending 2026 that will be funded by the 40% portion of the TFCA and (ii) authorizing the Executive Officer/APCO to enter into funding agreements with the Administering Agencies for these funds. Allocations are based on each county's proportionate share of vehicle registration fees collected and are passed through the Air District from the Department of Motor Vehicles (DMV) to the Administering Agencies, to be used at their discretion within the bounds of the TFCA authorizing legislation. The Policy, Grants, and Technology Committee recommended approval of this item at its meeting on April 16, 2025.

16. Appointment of Members to the Air District's Hearing Board

The Board of Directors will consider appointing members to the Air District's Hearing Board for alternate member seats in the Attorney and Public categories. The Finance and Administration Committee recommended the appointment of two applicants at its meeting on April 16, 2025.

17. Report of the Stationary Source Committee Meeting of April 9, 2025

The Board of Directors will receive a report of the Stationary Source Committee meeting of April 9, 2025.

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

18. Report of the Community Equity, Health, and Justice Committee Meeting of April 9, 2025

The Board of Directors will receive a report of the Community Equity, Health, and Justice Committee meeting of April 9, 2025.

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

19. Report of the Policy, Grants, and Technology Committee Meeting of April 16, 2025

The Board of Directors will receive a report of the Policy, Grants, and Technology Committee meeting of April 16, 2025.

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

20. Report of the Finance and Administration Committee Meeting of April 16, 2025

The Board of Directors will receive a report of the Finance and Administration Committee meeting of April 16, 2025.

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

PUBLIC HEARING(S)

21. Public Hearing to Receive Testimony on Proposed Amendments to Air District Regulation 3: Fees

The Board of Directors will hold a public hearing to consider and receive testimony on proposed amendments to the Air District's fee regulation, Regulation 3. The Board will consider adoption of proposed amendments to Regulation 3 impacting fee schedules A, B, D, E, F, G-1 through G-5, H, K, P and W, along with other related changes, at a further public hearing scheduled for June 4, 2025. The Board will consider adoption of proposed amendments to Regulation 3 impacting fee schedules S and V at a further public hearing scheduled for July 2, 2025. This item will be presented by Fred Tanaka, Manager, Engineering Division.

ACTION ITEM(S)

22. Annual Report, Budget, and Director Appointments of the Bay Area Clean Air Foundation

The Board of Directors will consider and discuss the 2024 annual report of the Bay Area Clean Air Foundation, and will consider (i) approving the adoption of the Foundation's amended 2025 budget and 2026 budget and (ii) reappointing two Foundation Directors. This item will be presented by Minda Berbeco and Danica Winston, Consultants of the Bay Area Clean Air Foundation.

23. Consideration of State Legislation

The Board of Directors will consider adopting positions on pending state legislative bills including, but not limited to, Assembly Bill (AB) 674 (Connolly), AB 914 (Garcia), AB 1106 (Rodriguez), AB 1352 (Solache), Senate Bill (SB) 34 (Richardson), and SB 69 (McNerney). This item will be presented by Alan Abbs, Legislative Officer.

The Policy, Grants, and Technology Committee recommended adoption of the following positions on these bills at its meeting on April 16, 2025:

- *Support AB 674 (Connolly) – Clean Cars 4 All Program*
- *Support AB 1106 (Rodriguez) – State Air Resources Board: regional air quality incident response program*
- *Support AB 1352 (Solache) – Community air protection programs: financial support*
- *Support SB 69 (McNerney) – Clean Cars 4 All Program*
- *Work with Author AB 914 (Garcia) – Air pollution: indirect sources: toxic air contaminants*
- *Watch SB 34 (Richardson) – Air pollution: South Coast Air Quality Management District: mobile sources: public seaports*

24. Community Benefit Fund Disbursement Plan

The Board will consider approving the Community Advisory Council's recommended plan, "The People's Air Grant Program," for the Community Benefit Fund. The Board established a one-time allocation of \$3 million as the Community Benefit Fund to provide monetary resources for projects in impacted communities that reduce exposure to air pollution and address public health impacts. The Board of Directors charged the Community Advisory Council (CAC) with developing a recommendation for disbursement of the Community Benefit Fund. This item will be presented by CAC Member Latasha Washington.

OTHER BUSINESS

25. Public Comment on Non-Agenda Matters

Pursuant to Government Code Section 54954.3, members of the public who wish to speak on matters not on the agenda will be given an opportunity to address the Board of Directors. Members of the public will have two minutes each to address the Board, unless a different time limit is established by the Chair. The Board welcomes comments, including criticism, about the policies, procedures, programs, or services of the District, or of the acts or omissions of the Board. Speakers shall not use threatening, profane, or abusive language which disrupts, disturbs, or otherwise impedes the orderly conduct of a Board meeting. The District is committed to maintaining a workplace free of unlawful harassment and is mindful that District staff regularly attend Board meetings. Discriminatory statements or conduct that would potentially violate the Fair Employment and Housing Act – i.e., statements or conduct that is hostile, intimidating, oppressive, or abusive – is per se disruptive to a meeting and will not be tolerated.

26. 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)

27. Report of the Executive Officer/APCO

28. Chairperson's Report

29. Time and Place of Next Meeting

Wednesday, June 4, 2025, at 10:00 a.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Board of Directors members and members of the public will be able to either join in-person or via webcast.

CLOSED SESSION

30. Conference with Legal Counsel re Existing Litigation (Government Code Sections 54956.9(a) and (d)(1))

Pursuant to Government Code Sections 54956.9(a) and (d)(1), the Board of Directors will meet in closed session with legal counsel to discuss the following cases:

Stephen (Rex) Sanders v. Bay Area Air Quality Management District, Northern District of California Case No. 23-cv-04416-RFL;

Terri Levels v. Bay Area Air Quality Management District, Northern District of California Case No. 23-cv-04432-RFL;

Lewis Letang v. Bay Area Air Quality Management District, Northern District of California Case No. 24-cv-01316-RFL;

Rochelle Henderson v. Bay Area Air Quality Management District, Northern District of California Case No. 24-cv-01460-RFL;

Veronica Eady v. Bay Area Air Quality Management District, Northern District of California Case No. 24-cv-07000-RFL; and

Vanessa Johnson v. Bay Area Air Quality Management District, Northern District of California Case No. 24-cv-06276-RFL.

31. 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

Hyacinth Hinojosa, Deputy Executive Officer of Finance and Administration

Lisa Baker, Director of Human Resources

Employee organization: BAAQMD Employees' Association

32. Public Employee Evaluation Pursuant to Government Code Section 54957(b)(1)

Title: General Counsel

OPEN SESSION

ACTION ITEM(S)

33. Approval of an Amendment to the Employment Agreement for General Counsel

The Board of Directors will consider approving an amendment to the employment agreement for General Counsel. This item will be presented by Lynda Hopkins, Board Chairperson.

34. Adjournment

The Board meeting shall be adjourned by the Board Chair.

CONTACT:

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

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

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

Accessibility and Non-Discrimination Policy

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

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

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

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

Questions regarding this Policy should be directed to the Air District's Non-Discrimination Coordinator, Diana Ruiz, Acting Environmental Justice and Community Engagement Officer at (415) 749-8840 or by email at druiz@baaqmd.gov.

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

EXECUTIVE OFFICE:
MONTHLY CALENDAR OF AIR DISTRICT MEETINGS

MAY 2025

<u>TYPE OF MEETING</u>	<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>ROOM</u>
Board of Directors Special Meeting Budget Hearing	Wednesday	7	9:00 a.m.	1 st Floor Board Room
Board of Directors Meeting	Wednesday	7	10:00 a.m.	1 st Floor Board Room
Advisory Council Meeting - CANCELLED	Friday	9	10:00 a.m.	1 st Floor, Yerba Buena Room
Board of Directors Stationary Source Committee	Wednesday	14	10:00 a.m.	1 st Floor, Yerba Buena Room
Board of Directors Community Equity, Health and Justice Committee	Wednesday	14	1:00 p.m.	1 st Floor, Yerba Buena Room
Community Advisory Council Retreat	Friday Saturday	16 17	1:00 p.m. 9:00 a.m.	Holiday Inn San Jose (San Jose Ballroom) Silicon Valley 1350 North 1st St. San Jose, CA 95112
Board of Directors Policy, Grants and Technology Committee - CANCELLED	Wednesday	21	10:00 a.m.	1 st Floor Board Room
Board of Directors Finance and Administration Committee - CANCELLED	Wednesday	21	1:00 p.m.	1 st Floor Board Room

JUNE 2025

<u>TYPE OF MEETING</u>	<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>ROOM</u>
Board of Directors Meeting	Wednesday	4	10:00 a.m.	1 st Floor Board Room
Board of Directors Stationary Source Committee	Wednesday	11	10:00 a.m.	1 st Floor, Yerba Buena Room
Board of Directors Community Equity, Health and Justice Committee	Wednesday	11	1:00 p.m.	1 st Floor, Yerba Buena Room
Board of Directors Policy, Grants and Technology Committee	Wednesday	18	10:00 a.m.	1 st Floor Board Room
Board of Directors Finance and Administration Committee	Wednesday	18	1:00 p.m.	1 st Floor Board Room

BAY AREA AIR DISTRICT
Memorandum

To: Chairperson Lynda Hopkins and Members
of the Board of Directors

From: Philip M. Fine
Executive Officer/APCO

Date: May 7, 2025

Re: Approval of the Draft Minutes of the Board of Directors Meeting of April 2,
2025

RECOMMENDED ACTION

Approve the attached Draft Minutes of the Board of Directors meeting of April 2, 2025.

BACKGROUND

None.

DISCUSSION

Attached for your review and approval are the Draft Minutes of the Board of Directors meeting of April 2, 2025.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Marcy Hiratzka
Reviewed by: Vanessa Johnson

ATTACHMENT(S):

1. Draft Minutes of the Board of Directors Meeting of April 2, 2025

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

Board of Directors Regular Meeting
Wednesday, April 2, 2025

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, Lynda Hopkins, called the meeting to order at 10:03 a.m.

Roll Call:

Present, In-Person (Bay Area Metro Center, 375 Beale Street, 1st Floor Board Room, San Francisco, CA, 94105): Chairperson Lynda Hopkins; Vice Chairperson Vicki Veenker; and Directors Ken Carlson, Brian Colbert, Noelia Corzo, Juan González III, Tyrone Jue, Sergio Lopez, Bilal Mahmood, Gabe Quinto, Mark Salinas, and Shamann Walton.

Present, In-Person Satellite Location: (Office of Santa Clara County, 70 W. Hedding St., 1st Floor Conference Room, San Jose, CA 95110): Directors Margaret Abe-Koga and Otto Lee.

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

Present, In-Person Satellite Location: (San Mateo County Board of Supervisors Offices, 500 County Center - 5th Floor, Redwood City, CA 94063): Directors Rico E. Medina and Ray Mueller.

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

Present, In-Person Satellite Location: (Scott Haggerty Heritage House, 4501 Pleasanton Ave., Pleasanton, CA 94566): Director David Haubert.

Present, In-Person Satellite Location: (Alameda County Board of Supervisors District 3, Office of Supervisor Lena Tam, 101 Callan Avenue, Suite #103, San Leandro, CA 94577): Director Lena Tam.

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

Present, In-Person Satellite Location: (Pittsburg City Hall, City Manager's Office Mayor/Council Conference Room, 301A, 65 Civic Ave., 3rd Floor, Pittsburg, California 94565): Director Dionne Adams.

Absent: Director Monica Brown.

2. PLEDGE OF ALLEGIANCE

3. SPECIAL ORDERS OF THE DAY

Chair Hopkins welcomed the following new employees: Dr. Annie Anderson, Senior Air Quality Specialist in the Rules & Strategic Policy Division; Ayah Hassan, Principal Air Quality Engineer in the Engineering Division; Kristopher Huckabay Senior Air Quality Specialist in the Meteorology and Measurement Division; Jamal Jackson, Senior Staff Specialist in the Civil Rights Office; and Azara Torres, Staff Specialist I in the Strategic Incentives Division.

CONSENT CALENDAR (ITEMS 4 – 17)

4. Approval of the Draft Minutes of the Board of Directors Meeting of March 5, 2025
5. Board Communications Received from March 6, 2025, through April 1, 2025
6. Notices of Violations Issued and Settlements in Excess of \$10,000 in the Month of February 2025
7. Personnel Out-of-State Business Travel Report for February 2025
8. Authorization to Amend Master Services Agreement with CipherEx, Inc. for Computer Infrastructure Maintenance Services
9. Authorization to Amend the Master Services Agreement with KBM-Hogue for Workplace Furniture Design, Procurement, and Installation Services at the Air District's Beale Street Headquarters
10. Reappointment of Three Incumbent Members of the Air District's Hearing Board
11. Authorization to Execute Lease Extension for Oakland East Air Monitoring Site
12. Approval of an Amendment to the Employment Agreement for General Counsel
13. Report of the Stationary Source Committee Meeting of March 12, 2025
14. Report of the Community Equity, Health, and Justice Committee Meeting of March 12, 2025
15. Report of the Policy, Grants, and Technology Committee Meeting of March 19, 2025
16. Report of the Finance and Administration Committee Special Meeting of March 19, 2025
17. Report of the Community Advisory Council Meeting of March 20, 2025

Public Comments

No requests received.

Board Comments

Chair Hopkins announced that, the Board will consider a three-year contract extension through May 22, 2028, for General Counsel, Alexander Crockett, in **Item 12 (Approval of an Amendment to the Employment Agreement for General Counsel)**, on the Consent Calendar. The terms of the contract maintain the current General Counsel's salary, at \$367,683.07

Board Action

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

AYES:	Abe-Koga, Adams, Barnacle, Carlson, Colbert, Corzo, Gallagher, González, Haubert, Hopkins, Jue, Lee, Lopez, Mahmood, Medina, Mueller, Quinto, Salinas, Tam, Veenker, Walton, Young.
NOES:	None.
ABSTAIN:	None.
ABSENT:	Brown, Gioia.

ACTION ITEM

18. **CONSIDERATION OF STATE LEGISLATION**

Alan Abbs, Legislative Officer, gave the staff presentation *Consideration of State Legislation*, including: action requested; Assembly Bill (AB) 339 (Ortega); AB 1368 (Wallis); Senate Bill (SB) 712 (Grove); AB 1226 (Essayli); SB 318 (Becker); and recap of action requested.

Public Comments

No requests received.

Board Comments

The Board and staff discussed the following:

AB 339 (Ortega) – Local public employee organizations: notice requirements: which entities are supporting this bill; whether there is a provision for emergency exemptions; and what implementation of this bill would look like.

SB 712 (Grove) – Smog check: exemption: whether customized cars with lowered bodies, which are often vintage vehicles, are subject to this bill; and current vehicle smog exemptions.

SB 318 (Becker) – Air pollution: stationary sources: best available control technology: indirect sources: the level of engagement between Air District staff and Senator Becker and his staff, regarding this bill, and why the Board is being asked to take a position on this bill prior to Senator Becker meeting with Air District staff; whether there is potential for amendments that the Board would approve of, whether the Board should wait to take a position until after Senator Becker meets with Air District staff, and whether the Board’s Policy, Grants, and Technology Committee could have the authority to make the final recommendation and decision, instead of the Board; whether there is a sponsor for this bill yet; whether the legislation mandates the temporary assignment or loan of employees within an agency, or between agencies or jurisdictions, including air districts, on a limited-term basis, to enable the state to obtain expertise needed to meet a compelling program need; whether the California Air Resources Board currently has staff with the same level of permitting expertise that air districts do; the suggestion of partnering with logical allies to streamline the permitting of backup generators during emergencies; proposed solutions to streamline permitting; published whitepapers regarding “best available control technology” and “best available retrofit control technology” (BACT/BARCT); objectives of BACT; positions that other California air districts have adopted, in response to this bill, or interactions they may have had with Senator Becker; whether the Board may adopt an “oppose, pending staff’s meeting with the senator” position, or “oppose, unless amended” position, or “oppose, work with author” position; what problem is being solved by this bill; and in the proposed permitting process, whether the Air District would be required to determine what a project’s BACT is, and then, whether the State may reverse the Air District’s BACT determination.

AB 1226 (Essayli) – Air quality: wildland vegetation management burning: permits; exemption: the fact that, effective April 1, 2025, Assemblymember Essayli resigned from the California State Legislature to accept a federal position, which makes this bill dead, and no longer a staff recommendation (to adopt a position). *Note: At the Committee meeting on March 19, 2025, the Committee recommended the Board discuss and consider this bill. An “Oppose” position was recommended by Air District staff, but no position was taken by the Committee. A motion was made to recommend the Board adopt a position of “Oppose Unless Amended” – the vote result was 5 in favor and 3 opposed, however the motion did not carry, due to the fact that a majority of 11 Committee members (6) did not vote in favor. A second motion was made to recommend the Board as a whole, discuss and consider AB 1226 (Essayli) with no recommendation from the Committee – the motion carried.*

Board Action

Vice Chair Veenker made a motion, seconded by Director Carlson, to **adopt** the position of **OPPOSE** on Assembly Bill 339 (Ortega) – Local public employee organizations: notice requirements; and the motion **carried** by the following vote of the Board:

AYES:	Abe-Koga, Adams, Barnacle, Carlson, Colbert, Gallagher, Gioia, González, Haubert, Hopkins, Jue, Lee, Lopez, Medina, Mueller, Quinto, Salinas, Tam, Veenker, Young.
NOES:	Mahmood, Walton.
ABSTAIN:	Corzo.
ABSENT:	Brown.

Director González made a motion, seconded by Director Quinto, to **adopt** the position of **OPPOSE** on Assembly Bill 1368 (Wallis) – Smog check: exemption; and the motion **carried** by the following vote of the Board:

AYES: Abe-Koga, Adams, Barnacle, Carlson, Colbert, Corzo, Gallagher, Gioia, González, Haubert, Hopkins, Jue, Lee, Lopez, Mahmood, Medina, Mueller, Quinto, Salinas, Tam, Veenker, Walton, Young.
NOES: None.
ABSTAIN: None.
ABSENT: Brown.

Director Carlson made a motion, seconded by Director Corzo, to **adopt** the position of **OPPOSE** on Senate Bill 712 (Grove) – Smog check: exemption; and the motion **carried** by the following vote of the Board:

AYES: Abe-Koga, Adams, Barnacle, Carlson, Colbert, Corzo, Gallagher, Gioia, González, Haubert, Hopkins, Jue, Lee, Lopez, Mahmood, Medina, Mueller, Salinas, Tam, Veenker, Walton, Young.
NOES: None.
ABSTAIN: Quinto.
ABSENT: Brown.

ORIGINAL MOTION:

Vice Chair Veenker made a motion, seconded by Director González, to **adopt** the position of **OPPOSE** on Senate Bill 318 (Becker) – Air pollution: stationary sources: BACT: indirect sources.

SUBSTITUTE MOTION:

Director Jue made a motion, seconded by Director Quinto, to **delegate authority** to the Board's Policy, Grants, and Technology Committee to adopt a position on Senate Bill 318 (Becker) – Air pollution: stationary sources: BACT : indirect sources, on the Board's behalf, on April 16, 2025.

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

AYES: Abe-Koga, Adams, Barnacle, Colbert, Corzo, Gallagher, Gioia, González, Haubert, Hopkins, Jue, Lee, Lopez, Mahmood, Medina, Mueller, Quinto, Salinas, Tam, Veenker, Walton, Young.
NOES: Carlson.
ABSTAIN: None.
ABSENT: Brown.

INFORMATIONAL ITEM

19. UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (US EPA) INITIATIVES UNDER THE NEW FEDERAL ADMINISTRATION AND HOW THE BAY AREA MAY BE AFFECTED

Carrie Schilling, Senior Assistant Counsel, gave the staff presentation *US EPA Initiatives Under the New Federal Administration and How the Bay Area May be Affected*, including: outline; factors that may impact US EPA's agenda; California's motor vehicle waivers; reconsideration of recent Particulate Matter (PM)_{2.5} standard; reconsideration of greenhouse gas (GHG) endangerment finding; federally funded grants; and environmental justice.

Public Comments

Public comments were given by Lola.

Board Comments

The Board and staff discussed nationwide local governments experiencing cancelled US EPA grants due to the claim that the awarded projects no longer meet the policy objectives of the current administration, and the Board's desire to be kept apprised of litigation opportunities as regulatory rollbacks continue to occur; the suggestion of allocating the Air District's lawsuit proceeds (resulting from businesses that violate Air District regulations) directly to local governments to use as they see fit, perhaps in the place of the Air District's Community Benefit Fund's current structure; and the request for data and talking points regarding how Clean Air Act waivers have contributed to a reduction in cancer and asthma.

Board Action

No action taken.

OTHER BUSINESS

20. PUBLIC COMMENT ON NON-AGENDA MATTERS (OUT OF ORDER, ITEM 19)

Public comments were given by Mark Williams, Jr., Environmental Justice League (EJL); Earl Johnson Jr; Mark Williams, Sr., EJL; Yvonne Eashman, ELJ; Jared Butler, Pittsburg resident; Michael Randall, EJL; Stacey, EJL; Josiah Butler, Pittsburg resident.

21. BOARD MEMBER COMMENTS

- Director Colbert asked to speak with staff after the meeting regarding fugitive dust in Marin County.
- Director Mueller inquired after the procedure by which Board members may add potential items to future Board meeting agendas.

22. REPORT OF THE EXECUTIVE OFFICER/AIR POLLUTION CONTROL OFFICER (APCO)

Dr. Philip M. Fine, Executive Officer/APCO, and Arsenio Mataka, Deputy Executive Officer of Equity & Community Programs, made the following announcements:

- On April 10 at 6:00 p.m. there will be a virtual workshop on the Air District's proposed Budget for Fiscal Year (FY) 2025-2026 and fee regulation amendments. Gain insight into the Air District's programs and funding sources, learn about proposed fee regulation amendments, share your input, and ask questions.
- The Air District has launched a survey on its website, asking for community members' input on how to help shape the way in which \$124 million in community funds are spent, to support local communities overburdened by air pollution. This funding comes from penalties collected from industry and businesses that violate Air District regulations.
- On April 8 from 5:00 – 6:00 p.m., there will be a virtual workshop on the Air District's newly established Community Investments Office and the plan to implement programs that direct funding to communities most impacted by air pollution.

Board Comments

Director Young said that the City of Benicia has been hearing feedback from its constituents who desire to expedite the Air District's Community Benefit Fund allocation, resulting from the \$82 million penalty from the air pollution violations by Valero Refining Co. at its Benicia refinery that were identified in 2024. He said that the City of Benicia has established its own process to generate emissions and health-related project proposals from the community, and that two different appointed bodies will vet project proposals from both city staff and the community.; one that was established on April 1, 2025, with the passage of Item 15 A: "Industrial Safety Ordinance Fees Discussion", and the City's Community Sustainability Commission.

23. CHAIRPERSON'S REPORT

Chair Hopkins announced that a Budget Hearing will be held at 9:00 am, prior to the Board meeting on May 7, 2025.

24. TIME AND PLACE OF NEXT MEETING

Wednesday, May 7, 2025, at 9:00 a.m. at 375 Beale Street, San Francisco, CA 94105 (Budget Hearing prior to Board meeting at 10:00 a.m.). 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 (12:35 p.m.)

25. CONFERENCE WITH LEGAL COUNSEL RE EXISTING LITIGATION (GOVERNMENT CODE SECTIONS 54956.9(a) AND (d)(1))

Pursuant to Government Code Sections 54956.9(a) and (d)(1), the Board of Directors met in Closed Session with Legal Counsel to discuss the following cases:

Stephen (Rex) Sanders v. Bay Area Air Quality Management District, Northern District of California Case No. 23-cv-04416-RFL;

Terri Levels v. Bay Area Air Quality Management District, Northern District of California Case No. 23-cv-04432-RFL;

Lewis Letang v. Bay Area Air Quality Management District, Northern District of California Case No. 24-cv-01316-RFL;

Rochele Henderson v. Bay Area Air Quality Management District, Northern District of California Case No. 24-cv-01460-RFL;

Veronica Eady v. Bay Area Air Quality Management District, Northern District of California Case No. 24-cv-07000-RFL; and

Vanessa Johnson v. Bay Area Air Quality Management District, Northern District of California Case No. 24-cv-06276-RFL.

Reportable Action: Mr. Crockett had nothing to report.

26. **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

Hyacinth Hinojosa, Deputy Executive Officer of Finance and Administration

Lisa Baker, Director of Human Resources

Employee organization: Bay Area Air Quality Management District Employees' Association

Reportable Action: Mr. Crockett had nothing to report.

At this time, Mr. Crockett made the following announcement:

The Board of Directors met in Closed Session to discuss agenda Items 25 and 26. There is no reportable action on those items.

I do have one reportable action from the Board's closed session at its meeting on February 5, 2025. At that meeting, in closed session item 25, the Board voted to authorize the Executive Officer/APCO to settle and resolve legal claims by Hannah Mesraty pursuant to Section 9.9 of the Administrative Code. Under Section 54957.1(a)(3)(B) of the Brown Act, that action was not publicly reported at the time. Under that Brown Act provision, such settlements are not reported until the settlement becomes final. A settlement was agreed to and became final on March 28, 2025, and so under the Brown Act, I am now publicly reporting the action taken to authorize settlement in the closed session on February 5, 2025. The vote to authorize settlement of this claim was unanimous, with the following Directors present and voting in

favor: Directors Gonzalez, Gallagher, Lopez, Young, Brown, Jue, Gioia, Colbert, Quinto, Tam, Adams, Haubert, Salinas, Carlson, Corzo, and Veenker, Vice Chair Hopkins, and Chair Hurt. There were no votes against and no abstentions.

OPEN SESSION (2:11 p.m.)

27. ADJOURNMENT

The meeting was adjourned at 2:24 p.m.

Marcy Hiratzka
Clerk of the Boards

BAY AREA AIR DISTRICT
Memorandum

To: Chairperson Lynda Hopkins and Members
of the Board of Directors

From: Philip M. Fine
Executive Officer/APCO

Date: May 7, 2025

Re: Board Communications Received from April 2, 2025, through May 6, 2025

RECOMMENDED ACTION

No action requested at this time.

BACKGROUND

None.

DISCUSSION

Copies of communications directed to the Board of Directors received by the Air District from April 2, 2025, through May 6, 2025, 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: Justine Buenaflor
Reviewed by: Vanessa Johnson

ATTACHMENT(S):

None

BAY AREA AIR DISTRICT
Memorandum

To: Chairperson Lynda Hopkins and Members
of the Board of Directors

From: Philip M. Fine
Executive Officer/APCO

Date: May 7, 2025

Re: Quarterly Report of the Executive Office and Division Activities for the Months
of July 2024 - September 2024

RECOMMENDED ACTION

No action requested at this time.

BACKGROUND

None.

DISCUSSION

Attached is the Quarterly Report of the Executive Office and Division activities for the months of July 2024 - September 2024.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Aloha de Guzman
Reviewed by: Vanessa Johnson

ATTACHMENT(S):

1. Third Quarter Report for the Months of July 2024 - September 2024

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

Fleet

This quarter, Fleet Services processed 93 vehicle requests, of which 66 were pool vehicles; 22 were Enterprise car rentals and 5 cancellations were received. Three vehicles were disposed of, and no vehicles were acquired. Two vehicles were processed for body shop repairs and 53 vehicles were sent for maintenance. Fleet currently maintains 119 vehicles: 1 diesel, 3 electric, 21 gas, 14 hybrids and 80 plug-in hybrids.

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

Facilities:

Facilities received 70 Angus requests and completed 87 ad-hoc projects/tasks (including 83 offices, garages, rooftop equipment sites, trailers, and similar).

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

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

Business Office

The Business Office issued 658 purchase orders and executed 123 contracts. There were six Requests for Proposals/Qualifications issued during this period.

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

The Human Resources (HR) Office conducted 28 recruitments including exams for: Accounting Assistant I/II, Air Quality Specialist I/II, Air Quality Specialist I/II (LTCE), Assistant Staff Specialist I/II, Environmental Planner I/II, Human Resources Technician I/II, Manager (5), Principal Air Quality Engineer, Principal Air Quality Specialist, Principal Human Resources Analyst, Senior Advanced Projects Advisor, Senior Air Quality Specialist (2), Senior Environmental Planner, Senior Staff Specialist, Staff Specialist I/II (3), Supervising Air Quality Specialist, Supervising Systems Analyst, Systems Analyst, and Temporary Administrative Assistant.

The HR Office offered four (4) group trainings with 79 attendees, including: Plan Your Career Growth, Reasonable Accommodations, Workplace Bullying: A Growing Concern, and A Supervisor's Guide to Understanding and Managing Employees' Rights: Labor, Leaves, and Accommodations, as well as offered individual training courses and 35 wellness/fitness classes.

The HR Office continues to administer benefits, safety/worker's compensation, and labor/employee relations. There were 14 new employees, ten (10) promotions, and 13 separations from July 2024 to September 2024. As of September 30, 2024, there were 435 regular employees, nine (9) temporary employees, 56 budgeted vacant positions, and 14 budgeted limited term contract positions.

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

Enforcement Program

Air District Staff documented 259 air pollution violations that resulted in Notice of Violations (NOV) and responded to 802 general air pollution complaints. These activities addressed noncompliance with applicable Federal, State and Air District regulations, and provided a mechanism for the public to voice their concerns about air pollution issues that might be in noncompliance status.

Compliance Assurance

Air District Staff conducted over 1,145 inspections of permitted facilities, gasoline dispensing stations, asbestos demolition and renovation jobs, open burning, portable equipment and mobile sources.

On July 17, 2024, staff attended the Bayview Hunters Point Environmental Justice Response Task Force Meeting, San Francisco. Along with other participating environmental agencies, staff presented inspection results from multi-media inspections conducted in Bayview Hunters Point at Bayview Green Waste Management, OP Trucking, and Pan-Glow Services back in April 2024.

On September 17, 2024, the Air District executed Contract No. 2024.090 with The Davey Tree Expert Company to provide chipping services under the Agricultural Waste and

Wildfire Prevention Chipping Programs. The Programs are provided to the public at no cost on a first come, first serve basis, and will be available until funds are exhausted. Staff began accepting project applications on September 27, 2024.

On September 20, 2024, the Air District executed a Memorandum of Understanding (MOU) with the California Air Pollution Control Officers Association (CAPCOA) for the Prescribed Burn Reporting and Monitoring Support Program. This is the fourth MOU between the Air District and CAPCOA for the associated grant work. The fourth grant amount is up to \$60,873.06 for program cost implementation.

Staff submitted the Third Quarter 2024 Prescribed Burn Report to CAPCOA, per the requirements of the CAPCOA Prescribed Burn Reporting and Monitoring Support Grant. From July 1, 2024, to September 30, 2024, there was a total of 34.75 acres burned from 5 ignitions in the Bay Area. Year to date, there have been 2579 acres burned.

Staff approved two (2) Asbestos Dust Mitigation Plans (ADMP), Reference Identification Number (RIN) #0269: CDD Headquarters Campus, San Francisco (SF) and RIN #0270: India Basin Shoreline Park, SF and two (2) ADMP Amendments, RIN #0263: Sunnydale HOPE SF – Phase 3 and RIN #0248: 900 and 1000 Cherry Ave, SJ. These naturally occurring asbestos (NOA) projects are required to perform asbestos ambient perimeter air monitoring and submit results to the Air District on a bi-weekly basis.

Compliance Assistance and Operations Program

Air District Staff received and evaluated over 1,427 plans, petitions, and notifications required by the asbestos, coatings, open burn, tank and flare regulations. Staff received and responded to over 92 compliance assistance inquiries and green business review requests. Highlighted compliance assistance activities for the quarter also included the following:

On September 4, 2024, staff from the Compliance and Enforcement (C&E) Operations group presented at the West Oakland Community Steering Committee meeting on the 5-Year Report to the California Air Resources Board (CARB). C&E provided a comprehensive review of enforcement data and activities from the past five years of implementing the West Oakland Community Action Plan (WOCAP). This included in-depth insights into inspection metrics, complaint records, and notices of violations (NOVs). The presentation also covered our ongoing enforcement initiatives and highlighted recent changes and improvements in alignment with the Air District's Strategic Plan.

On September 16, 2024, staff participated in the Refinery Community Bi-Monthly meeting to present an overview of the Air Quality Complaint Policy as a result of community interest to learn more about how Air District staff responds to and investigates complaints. Staff answered questions regarding response times and concerns over after-hours staffing resources and allocations in refinery areas, the types of enforcement actions, data and outcomes. Community expressed that they would like to see improvements made to the Complaint Program and would be interested in having additional conversations with staff to take a more comprehensive look at the data to determine what areas to improve upon.

The C&E team continues to work in collaboration with the Information Technology Department (IT) to enhance operations, business processes, and workflow. This includes adding functionality to the production system to meet business needs, addressing and resolving technical issues that arise and working through the current system to gain efficiencies in compliance tracking and data management. C&E has also been working with IT to pilot the migration of other compliance programs from Airtable, one of the division's main data tracking programs, to other Microsoft platforms and transferring some core programs to the production system as a long-term goal.

Air District staff approved 11 prescribed burn smoke management plans in Alameda, Contra Costa, Marin, San Mateo, Santa Clara, and Sonoma County.

Air District staff completed the data verification and posting of refinery flare monitoring data through July 2024.

**ENGINEERING DIVISION
P. LEONG, DIRECTOR**

Regulation 3 (Fees)

Regulation 3 establishes fees for permitting, notifications, and other activities. On June 5, 2024, the Board adopted the rule amendments, which became effective at the start of the fiscal year. On **July 1, 2024**, the changes went live in our systems and the website was updated.

Coastal Atmospheric Aerosol Research and Engagement (CAARE - Alameda)

The University of Washington (UW) has established a new facility in Alameda for scientific research and engagement on the interaction between aerosols and clouds, which could one day be used to cool the planet. Activities take place at the United States Ship (USS) Hornet Sea, Air, and Space Museum. The project has generated publicity and concern, and the Alameda City Council voted to halt the project in early June. The project proponents requested a meeting with the Air District to discuss how the project can move forward. On **August 16, 2024**, Air District Staff met with the Cloud Brightening project proponents from the USS Hornet, the University of Washington, and Silver Lining to discuss their project, which has been scaled back in order to move forward. The University of Washington will provide the Air District with additional information to review concerning emissions and health.

Valero (Benicia)

Valero applied to test dry sorbent injection in the Flue Gas Scrubber abating the Fluidized Catalytic Cracking Unit and Coker Unit. The test's objective is to determine if the system would provide a greater margin of compliance with particulate matter (PM) emission control for compliance with Bay Area Air Quality Management District Regulation 6, Rule 5 that becomes effective on July 21, 2026. The temporary demonstration testing will occur as two (2) trials, operating for less than one week each, with another week for setting up the temporary soda ash silo, temporary baghouses, injection system and removing them. This project is eligible for a 'Permit to Operate, Temporary Operation' per Air District Regulation 2-1-302.3. The temporary permits are valid for three months. Staff estimated maximum

PM₁₀ and PM_{2.5} emissions to be 9.88 pounds per day (39.52 pounds per year) and 9.88 pounds per day (39.53 pounds per year), respectively. The temporary permit to operate was issued and a Notice of Exemption for CEQA (California Environmental Quality Act) was filed with Solano County on **August 27, 2024**.

The San Jose – Santa Clara Regional Wastewater Facility (Facility A0778, Santa Clara County)

Emission reduction credits were issued on **September 11, 2024**, for the shutdown of six engines that had been used to power blowers. The credits issued were: 1.89 tons per year of PM_{10/2.5}, 6.96 tons per year of NO_x, 39.00 tons per year of CO, 4.66 tons per year of Precursor Organic Compound (POC), and 2.95 tons per year of Sulfur Dioxide (SO₂).

Chevron Refinery (Richmond, CA)

Chevron submitted an Accelerated Permit to alter the Fluidized Cracking Unit (FCCU) and five power plant boilers. Chevron applied to operate the FCCU without the power recovery turbine which needs to be removed for repairs. Operating the FCCU without the turbine will result in increased steam consumption which will be made up by two or more of the five power plant boilers. To ensure Chevron's proposal to operate the FCCU without the power recovery turbine is an alteration, a temporary permit will impose conditions that require each of the five power plant boilers to operate within the confines of emission limits (daily, annual, and combined) for all criteria pollutants and fuel usage limits (daily, annual, and combined). The temporary permit to operate was issued on **September 19, 2024**, and will be valid for 180 days. A Notice of Exemption for CEQA will be filed.

Martinez Refinery (Martinez, CA)

Air District staff reviewed the Martinez Refinery Renewable Fuels Project Revised Environmental Impact Report (REIR), located in the City of Martinez. Written comments were submitted to the County of Contra Costa on **September 19, 2024**. A copy of the comment letter can be found here: https://www.baaqmd.gov/~media/files/planning-and-research/ceqa-letters/2024/comment-letter-for-martinez-refinery-renewable-fuels-project-reir.pdf?rev=c788c9ff5bef4e648fcdd3ff21abc518&sc_lang=en

IMTT (Richmond, CA)

IMTT marine terminal applied for Authorities to Construct the following: internal floating roof tank to store denatured ethanol, fixed roof tank to store renewable diesel or biodiesel, and a railcar rack to offload denatured ethanol and to load renewable diesel or biodiesel to rail. IMTT has applied to alter an existing truck loading rack to dedicate seven (7) arms to renewable diesel and biodiesel and six (6) new arms dedicated to loading denatured ethanol. Ethanol loading is abated by a new vapor recovery unit. IMTT has also applied to alter the wharf loading/unloading rack to allow transferring of denatured ethanol to shore and by allowing the loading of ships with renewable diesel and biodiesel. Organic emissions from the project including cargo carrier emissions are 2.787 tpy nitrogen oxides (NO_x), 1.508 tons per year (tpy) of organics, 0.762 tpy of carbon monoxide, 0.099 tpy of particulate matter, and 0.131 tpy of sulfur dioxide. Emissions of NO_x were offset by the facility. The Authority to Construct was issued and a Notice of Exemption for the California Environmental Quality Act (CEQA) was filed with Contra Costa County on **September 26, 2024**.

Federal Title V Permits (Various Counties)

Administrative amendments were completed for three facilities: Crockett Cogeneration (Site A8664), Energy Center San Francisco (Site B6151), and Shore Terminals (Site A0581). The title V permits required updates to the responsible official and facility contacts.

LEGAL DIVISION A. CROCKETT, COUNSEL

The General Counsel's Office received 112 violations reflected in Notices of Violation (NOVs) for processing.

Mutual Settlement Program staff-initiated settlement discussions regarding civil penalties or passing the Wood Smoke Awareness Course for 22 violations reflected in NOVs. In addition, 2 Final 30 Day Letter(s) were sent regarding civil penalties for 2 violation(s). Finally, settlement negotiations resulted in collection of \$42,100 in civil penalties for 33 violations. No NOVs were settled by passing the Wood Smoke Awareness Course with \$0.

Counsel in the General Counsel's Office initiated settlement discussions regarding civil penalties for 296 violation(s). Settlement negotiations by counsel resulted in collection of \$704,500 in civil penalties for 27 violation(s).

COMMUNICATIONS AND PUBLIC INFORMATION DIVISION K. ROSELIUS, OFFICER

Media Inquiries

Staff responded to 61 media inquiries, including requests about:

- Assembly Bill (AB) 1465 (Penalty Bill)
- Air quality advisory
- Air quality outlook
- Appliance Rule
- Bayview Triage Center
- Benecia air monitoring station
- Bimbo Bakery settlement
- Chevron and Rule 12-15
- Contra Costa County chemical release
- Copy of Environmental Democracy Project (EDP) agreement
- Disadvantaged communities
- EDP/Tesla lawsuit
- Fireworks
- Home Air Filtration Program
- Incident response
- Litigation against USPS for next gen vehicle acquisitions program
- Park Fire impacts
- Path to Clean Air

- Phillips 66 flaring
- Richmond air quality
- Senate Bill (SB)674
- Smoke impacts
- Spare the Air Alert
- Tesla violations
- Thompson Fire
- Valero
- Vallejo Wastewater Sewage Treatment Plant odor

Press Releases

09/30/2024 [Air District extends Spare the Air Alert through Tuesday](#)
 09/29/2024 [Air District issues Spare the Air Alert for Monday](#)
 09/23/2024 [Governor Newsom Signs AB 1465 \(Wicks\), tripling penalties for air quality violations at Title V sources, including refineries](#)
 09/19/2024 [Air District to host Clean Air Talk in Vallejo on October 5](#)
 09/02/2024 [Air District issues a Spare the Air Alert for Tuesday and Wednesday](#)
 08/26/2024 [Air District to host Clean Air Talk in San Jose September 7](#)
 08/10/2024 [Air District extends air quality advisory through Sunday](#)
 08/09/2024 [Air District extends air quality advisory through Saturday](#)
 08/08/2024 [Air District issues air quality advisory for Thursday and Friday](#)
 08/07/2024 [Air District fines Bimbo Bakeries \\$162,000 for air quality violations](#)
 08/06/2024 [Air District to host Clean Air Talk in San Carlos August 10](#)
 08/05/2024 [Air District to host Clean Air Talk series with Board Chair Hurt](#)
 07/31/2024 [Air District extends air quality advisory through Thursday](#)
 07/31/2024 [Air District to host open house on August 1](#)
 07/30/2024 [Air District issues air quality advisory for Wednesday](#)
 07/28/2024 [Air District issues air quality advisory through Monday due to wildfire smoke](#)
 07/19/2024 [Air District extends air quality advisory through Saturday due to wildfire smoke](#)
 07/18/2024 [Air District launches new air monitoring station in Benicia](#)
 07/18/2024 [Air District issues air quality advisory for Friday due to wildfire smoke](#)
 07/17/2024 [Air District and Environmental Democracy Project Announce Landmark Settlement Agreement](#)
 07/10/2024 [Air District extends Spare the Air Alert through Thursday](#)
 07/09/2024 [Air District issues Spare the Air Alert for Wednesday](#)
 07/02/2024 [Air District asks residents to not light personal fireworks this Fourth of July](#)
 07/02/2024 [Air District extends Spare the Air Alert through Wednesday](#)
 07/01/2024 [Air District issues Spare the Air Alert for Tuesday](#)

Media Highlights

The Air District was mentioned in 932 print/online stories and 253 radio/video clips from July through September 2024. Below are media coverage highlights:

09/30/2024 [Fall heat wave, vehicle exhaust trigger Spare the Air Alert for unhealthy Bay Area air](#)
 09/20/2024 [Air District board member coming to Vallejo](#)

09/02/2024 [Spare the Air alert issued for Tuesday-Wednesday due to warming trend in Bay Area](#)

08/27/2024 [Bay Area's Air District Leads the Way in Tackling Threat of Wildfire Smoke](#)

08/09/2024 [Air quality advisory extended through Saturday as wildfire smoke stalls in Bay Area](#)

08/08/2024 [Bay Area air quality advisory issued due to wildfire smoke — East Bay skies 'visibly worse'](#)

08/07/2024 [Bimbo Bakeries fined \\$162,000 for air quality violations at South San Francisco facility](#)

08/06/2024 [Air district board chair embarks on talk series](#)

07/31/2024 [Air Quality advisory for Bay Area extended into Thursday due to smoke from Pedro Fire](#)

07/28/2024 [Air quality advisory issued as smoke from Park Fire moves over Bay Area](#)

07/19/2024 [Bay Area air quality advisory extended through Saturday](#)

07/19/2024 [Air district adding monitoring station in Benicia](#)

07/18/2024 [Smoke from wildfires spurs Bay Area air quality advisory](#)

07/10/2024 [Spare the Air alert extended through Thursday](#)

07/09/2024 [Spare the Air Alert in place for Wednesday as temperatures head up](#)

07/03/2024 [Air district urges residents not to light fireworks](#)

07/02/2024 ['Spare the Air' warning extended through Wednesday](#)

07/01/2024 [Bay Area air quality to worsen as heat wave arrives, prompting Spare the Air alert](#)

Public Inquiries

Phone: 114 public calls.

Events

- Alameda County Fair on 7/6 – 7/7 in Pleasanton
- Marin County Fair on 7/6 – 7/7 in San Rafael
- Marin County Bike Coalition Dirt Fondo Ride on 7/20 in Marin Headlands
- Sunday Streets Excelsior on 7/21 in San Francisco
- We Run Richmond 5k on 7/27 in Richmond
- San Mateo County Disaster Preparedness Day on 8/3 in San Mateo
- Sonoma County Fair on 8/3 – 8/4 and 8/10 – 8/11 in Santa Rosa
- Sunday Streets Bayview on 8/4 in San Francisco
- Festival of India on 8/17 – 8/18 in Fremont
- Sunday Streets Mission on 8/25 in San Francisco
- Silicon Valley Bike Coalition Summit on 8/29 in San Francisco
- Ember Stomp Wildfire Preparedness Day on 9/7 in Marin
- Mountain View Art & Wine Festival on 9/7 – 9/8 in Mountain View
- Donor Network West Run/Walk on 9/14 in San Ramon
- Fiesta de Independencia/Community Celebration at Rancho Cotate High School on 9/21 in Rohnert Park
- Sunday Streets Western Addition on 9/22 in San Francisco
- Healthy Living Festival on 9/26 in Oakland
- Clean Air at Home in Palo Alto on 9/28 in Palo Alto

Spare the Air (STA)

- Media Relations/Public Outreach
 - Attended Bay Area Transit MarComms leads call to represent the Air District for future collaborative projects.
 - Developed comprehensive media recap for coverage from the Fourth of July press release.
 - Developed Transit Month and Zero Emissions Day media outreach.
 - Meteorologist Roundtable
 - Developed End of Week (EOW) media recap note.
- Social Media
 - Selected rounds of boosted posts for STA's social channels and implemented paid support on social.
 - Social giveaway
 - Developed STA social giveaway posts and coordinated giveaway logistics.
 - Launched STA social giveaway across social channels and began collecting participants' information.
 - Influencers
 - Reviewed potential influencer options and influencer creative brief.
 - Conducted outreach to approved influencers.
 - Developed influencer content concepts.
 - Influencers shared sponsored content on social media including: Train Girl on TikTok, and Ashley Huges and Anne Litton shared content to Instagram.
- Advertising
 - Began planning for winter paid media campaign.
 - Oakland Arena
 - Delivered final creative assets to Oakland Arena and confirmed digital assets are now live on-site.
 - Confirmed with Oakland Arena that Clipper Card Facebook giveaway is live.
 - Summer advertising campaign
 - Trafficked remaining creative assets for summer advertising campaign.
 - Collected and reviewed preliminary reporting/metrics from media vendors for summer campaign.
 - Communicated with vendors to optimize pacing and performance.
 - Updated internal reporting and performance tracker to organize and analyze all data.
- Employer Program
 - Developed strategic plan with key initiatives, specifics and next steps.
 - Began initial feasibility outreach and inquiries for partnerships identified within the strategic plan.
 - Distributed email blast to prospective members, monitoring for spam flags, and obtained preliminary metrics.

- Shared recap with preliminary metrics and next steps following email blast to prospective members.
- Developed next newsletter blast to current members sharing resources for Transit Month (September).
- Sourced additional transit resources for employers to incorporate into newsletter.
- Sent new email blast through Mailchimp on 9/13.

Spare the Air Social Media

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

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

In this quarter, Spare the Air social media follower numbers decreased to 13,487 (-998) on Facebook, decreased to 14,804 (-27) on Twitter, increased to 2,234 (+75) on Instagram, increased to 301 (+1) on Pinterest, increased to 479 (+43) on Threads, and increased to 51 (+41) on TikTok.

Air District Social Media

- Advertising
 - Clean HEET extension: Facebook/Nextdoor campaign 6/1 – 7/5
 - Strategic Incentives Division (SID) Infrastructure Solicitation: LinkedIn campaign 6/10 – 7/15.
 - Air Quality Incident Notification Tool: Facebook campaign 6/26 – 7/31
 - Legal EJ Fellow program: LinkedIn campaign 8/1 – 8/31, 9/15 – 10/31
 - Clean Cars for All: Nextdoor/Facebook campaign 7/15 – 10/31 (intermittent).
 - Ran Clean Air Talk Nextdoor advertising for 3 events.
- Staff continued to run social posts daily including:
 - Air quality forecasts: daily, one-day or two-day forecasts
 - Shared:
 - 2023 air pollution complaints
 - 2023 Annual Report content related to AB 617
 - 2023 Annual Report launch
 - 2023 Annual Report off-road highlight
 - 2024-2029 Strategic Plan
 - 511 Commute Incentives
 - AB 617 and Path to Clean Air
 - AB 617 community steering committee meeting
 - Air District and MTC's joint webinar on the Vehicle Miles Traveled Data Portal

- Air District Resource Library
- Air quality advisory
- Annual report highlights of EJ CEQA guidance
- Appliance rule amendments
- Bay Area Healthy Homes Initiative
- Benicia air monitoring station launch
- Bimbo Bakeries penalty
- CAL FIRE wildfire prevention tips
- Caltrain electrification
- CARB zero-emission truck showcase in Oakland
- Charge! Program
- Clean Air Centers map launch
- Clean Air Talks
- Clean Cars for All
- Clean Cars for All info from the ALA
- Clean Cars for All kickoff
- Clean HEET program
- Clipper BayPass Pilot Program
- Comprehensive Climate Action Plan kickoff
- Draft Strategic Plan
- Draft strategic plan public meeting
- E-bike rebate program
- EJ Law Fellowship
- Environmental Democracy Project Settlement
- EPA Climate Change Indicators & warming
- EV and e-bike expo in Pittsburg
- EV charger count in California
- Executive Officer annual report video
- Fireworks smoke impacts
- Governor Newsom signing AB 1465 into law
- Home and School Air Filtration Program annual report content
- Information on summer ozone pollution
- Job announcements
- Language Access Plan
- Launch of California's first-in-the-nation hydrogen hub
- National Intern Day
- OUSD rolling out the nation's first all-electric school bus fleet
- Public Notification Tool sign-ups
- Public Participation Plan
- Request for residents to refrain from using personal fireworks
- Sea Change ferry launch
- September 19, 2024, Community Advisory Council Meeting
- Spare the Air Alert
- Staff spotlight on intern Alesso Morris
- Staff spotlight on intern Alyssa Ruiz
- Staff spotlight on intern Ashely Carter
- Staff spotlight on intern Ella Heimbrodt

- Staff spotlight on intern Hannah Menth
- Staff spotlight on intern Joaquin Gruver-Raymond
- Staff spotlight on intern Rachel Hielmann
- Strategic Plan process
- Strategic Plan request for comments/presentation to Finance & Admin Committee
- Tesla Hearing Board order
- Toll Fire
- Transit Month 2024
- Updates to the Disability Access Plan
- Vehicle Buy Back Program
- Wildfire Preparedness
- Wildfire safety for pets

In this quarter, Air District social media follower numbers increased to 6,048 (+50) on Facebook, increased to 22,907 (+5) on Twitter, increased to 3,017 (+45) on Instagram, increased to 3,962 (+160) on LinkedIn, and increased to 924 (+87) on Threads.

Other

- Video
 - SF Bay Ferry collaboration – finalized video.
 - Public Notification Tool Demo video development – recorded in-person intro portion and completed video edits.
 - Community Equity, Health, and Justice Committee (CEHJ) video on James Cary Smith (JCS) grantees – attended CEHJ committee meeting to record member interviews.
 - Brainstormed Air District News Reporting ideas
- Publications
 - Air Currents released 8/1
- Staff Development
 - Staff reviewed Ragan’s 2024 Social Media Conference recordings
- Air District branding project
 - Reviewed revised logos
 - Logo treatment presentation 7/30
 - We the Creative (WTC) visual identity presentation 8/22
- Annual Report
 - Website development
 - 2023 Annual report went live on 7/2
 - Promo emails sent week of 7/8; debrief meeting 7/11
 - Drafting 2024 content; planning video
 - Meeting with Exec on theme/content 9/5
 - Annual report presentation to National Association of Clean Air Agencies (NACAA) 9/10
 - Kick-off meeting 9/10
- Photography

- Wildfires/smoky skies
- Asthma patients (children/teens)
- Portable Environmental Beta Attenuation Mass Monitor (EBAM) deployment
- Sea Change ferry 7/12
- Exec Management team
- Board
- Strategic Plan cover photo
- CAC group photo
- Benicia station
- Wildfire prep – MERV-13 filters, caulking windows
- All Hands 8/5
- Board meeting 9/4
- Clean Air Talk Vallejo 10/5
- Portable air filter in home
- SPARK event 9/28
- Graphics
 - EJ law fellowship flyer – complete
 - Wildfire Smoke Tips materials – complete
 - Clean Air Talks – poster/banner in design
 - Clean HEET flyer update – complete
 - Appliance rule poster – complete
 - JCS press and flyer – awaiting content updates from staff
 - Smog fact sheet – translated versions complete; awaiting staff review of SP/VT
- Spare the Air app
 - Worked with contractors on STA mobile app contract transition
 - Finalized repository for STA app
- Web Updates
 - e-blasts:
 - Martin Marietta Settlement – 7/1
 - Strategic Incentives – 7/3
 - What's New – 7/3
 - Metal Facilities whitepaper – 7/9
 - Infrastructure Closing – 7/29
 - What's New – 8/1
 - NOA Fees Advisory – 8/5
 - Bimbo Settlement – 8/7
 - Building Appliance Group meeting – 8/6
 - What's New – 8/8
 - Metal Recycling whitepaper – 8/12
 - Building Appliance Group meeting reminder – 8/13
 - Non-Discrimination Policies comment – 8/13
 - Electric Vehicle (EV) Council meeting – 8/15
 - New EJ Fellowship Program page – 8/19
 - What's New at baaqmd.gov – 8/22
 - Bay Area Regional Climate Action Planning (BARCAP) Workshop – 9/24
 - Clean HEET program – 9/24

- Building Appliance Rules – 9/25
- Carl Moyer Programs – 9/26
- What's New – 9/26
- Annual Report – posted home page features, updated website and added What's New item after site went live on 7/2, reposted Eng PDF, and 4 translated ones.
- Draft Strategic Plan page was posted; drafts sent for translation.
- New EJ Fellowship page under development – met with Legal 8/12, new EJ Fellowship page posted 8/19.
- Developed procedures for Public Notification Tool.
- Public Notification Training/Advisory Posting – added day of week token to default wildfire advisory template.
- Press Releases webpage – table pagination fixed for consistency.
- Non-Discrimination page – staged Language Access Report and other materials and posted 8/1.
- Home page Infrastructure graphic feature – taken down 7/31.
- Met to review new Strategic Plan website – 7/30.
- BARCAP/CCAP web page overhaul – posted 8/5.
- Strategic Plan MA 7/31– posted and created Latest News.
- Infrastructure grant web posting updates.
- Edited DEO Mataka bio on AD Leadership page.
- Air Toxics main page restructure development – met with AIM to discuss.
- Path To Clean Air new page development – met with CE to discuss.
- Community Air Monitoring page – worked on.
- Title V Semi-Annual Report posting/archiving backlog – worked on.
- Permit Guidelines Revamp Project Development.
- Fixed Strategic Plan Table display settings to show all 2009-2015 press releases.
- Developed Public Noticing Tool (PNT) parameters for upcoming update.
- Updated “What is STA” Webpage (re - cars and trucks as “major” not “number 1” source).
- Strategic Plan webpage development.
- Carl Moyer Programs – updates to 5 webpages for new rollout 9/26.
- Miscellaneous
 - SID mailing list – arranged purchase of mailing list; waiting for advice/quote from D&B.
 - Reviewed style guide.
 - Wood Smoke Whitepaper – worked on edits to outreach section.

**PLANNING AND CLIMATE PROTECTION DIVISION
W. GOODFRIEND, DIRECTOR**

California Environmental Quality Act (CEQA)

Air District staff reviewed the [Martinez Refinery Renewable Fuels Project Draft Revised Environmental Impact Report](#) located in the City of Martinez. Written comments were submitted to the County of Contra Costa on September 19, 2024.

Air District staff reviewed the [Sediment Remediation Project, Piers 39 to 43 ½ San Francisco, CA Administrative Draft Addendum to the Initial Study/Mitigated Negative Declaration](#) located in the City and County of San Francisco. Written comments were submitted to the San Francisco Bay Regional Water Quality Control Board on July 5, 2024.

Bay Area Regional Climate Action Planning (BARCAP)

Air District staff convened and began meeting with the [Bay Area Regional Climate Action Planning](#) (BARCAP) Advisory Work Group (AWG). The AWG is helping guide development of a regional climate plan (Comprehensive Climate Action Plan, CCAP), an effort funded by the U.S. Environmental Protection Agency's [Climate Pollution Reduction Grant \(CPRG\) program](#). The AWG includes staff from each of the 8 counties included in the regional planning process, the City of Oakland, and four community-based, community-serving, organizations: TransForm, Emerald Cities, Canal Alliance, and Rise South City.

Bay Area Healthy Homes Initiative (BAAHI)

The [Bay Area Healthy Homes Initiative](#) (BAHHI) continued working to improve health outcomes for Contra Costa and Alameda County residents living in the areas most impacted by traffic-related air pollution. Air District staff completed program amendments to ensure program partners Contra Costa County Health Services, Alameda County Asthma Start, and the Association for Energy Affordability were able to continue their work. The amendments extend the term for Alameda County Asthma Start and the Association for Energy Affordability and shift unused funds from Contra Costa County Health Services to the Association for Energy Affordability.

Building Appliance Standards Implementation Work Group (IWG)

The [Building Appliance Standards Implementation Work Group](#) (IWG) continued working with the Air District on information, recommendations, and solutions to support a smooth, accessible, and equitable technology transition and implementation of amendments to Rules 9-4 and 9-6.

- On July 16, 2024, staff hosted the fifth and final IWG Steering Committee meeting, covering agenda feedback for the final plenary as well as brainstorming and discussion for the next iteration of the IWG in 2025-2026 covering furnaces for the next compliance date.
- On August 20, 2024, staff hosted the final quarterly public plenary meeting of the Implementation Working Group. Topics of discussion included consultant research on grid impacts of the rules, as well as a panel discussing accessibility of heat pump education and incentives.

- On September 4, 2024, the Air District hosted a quarterly meeting with Community Choice Aggregator (CCA) Executives to discuss implementation of the Building Appliance Rules.
- On September 9, 2024, the Air District met with CCA Communications staff to discuss future alignment and partnership on implementation of the Building Appliance Rules.
- On September 10, 2024, Air District staff presented at the Bay Area Regional Energy Network (BayREN) forum on *Heat Pump Water Heater Permitting: Preparing for a Decarbonized Future*.
- On September 24, 2024, IWG staff presented on the Appliance Rules and the IWG at a public listening session co-sponsored by CARB and SPUR.
- The following three reports were published to the IWG website (<https://www.baaqmd.gov/en/community-health/building-appliances-rule-implementation/building-appliances-implementation-working-group>)
 - **Workforce Challenges for Zero-NOx Requirements.** This report summarizes research conducted by BW Research on existing landscape and current workforce programs in the nine-county Bay Area, addressing local contractors and heat pump water heater and heat pump space-heating market/technology, training preferences and knowledge of applicable incentives.
 - **Challenging Use Cases and Emerging Solutions for Zero-NOx Appliances.** This report provides a summary of challenging use cases associated with the installation of zero-NOx space and water heating appliances, such as space or location constraints, noise restrictions, and electrical capacity. Solutions are also discussed. The main focus is on Rule 9-6 and small water heaters (up to 75,000 BTU/hour) given the earlier 2027 compliance date.
 - **Renter Protections Policy Landscape Summary.** This report summarizes policy language related to tenant protections in rental housing within the nine-county Bay Area to provide a baseline of understanding of the potential downstream impacts of future Rule implementation and then provides recommendations to mitigate potential impacts to renters and other next steps (further stakeholder engagement, possible policy avenues, data needs, etc.).

**ASSESSMENT, INVENTORY, AND MODELING DIVISION
S. BAI, DIRECTOR**

Community Protection Program (AB 617) Support

- For the West Oakland community, staff completed the 5-year community emissions updates reflecting 2024 base year and 2029 forecasted emissions for permitted sources, Port of Oakland, and roadways. Staff then summarized the updated inventory chapters and appendices in the 5-year report to CARB. Staff presented a summary of the emissions updates to the West Oakland Environmental Indicators Project (WOEIP) and to the West Oakland Community Steering Committee (CSC).
- For the Richmond/North Richmond/San Pablo Path to Clean Air (PTCA) community, staff summarized at-berth emissions and exposure impacts from ocean-going vessels in Richmond to support District comments on proposed delays in implementing CARB's At-Berth Regulation.
- For the East Oakland community, staff participated in the CSC and interdivisional meetings. Staff provided responses to concerns raised by Community for a Better Environment (CBE), representing CSC, regarding potential health impacts from the Oakland International Airport operations. Staff participated in a follow-up conference call with CBE to discuss the responses and included detailed emissions inventory for Oakland Airport by aircraft activity and mode.
- For the Bayview-Hunter's Point (BVHP) community, staff presented slides on a community mapping exercise at a CSC meeting. Staff created a draft emissions inventory, including summary tables and graphics, for the community. Staff met with the CSC's data sub-committee to present the draft emissions inventory and answer emissions-related questions. Staff also participated in a meeting between District and CARB staff to discuss the emissions inventory and enforcement issues for BVHP. Staff continues to refine the local scale inventory for marine sources and roadways based on updated real time vessel tracking data and site conditions from field observations.
- Staff participated in a conference call with representatives from the TriValley area that were awarded a grant from CARB to evaluate local community health impacts. Staff discussed the modeling analysis performed by intern funded through the grant and offered guidance and resources for obtaining site-specific information to align their analysis with the methodology and data used for local scale modeling of AB 617 communities.

Particulate Matter Strategy Development Support

- Staff submitted updated area and point source regional inventory including revisions of high emitting PM_{2.5} categories and growth projections to CARB as interim deliverable to ensure data fields are populated accordingly. Staff continue to attend bi-weekly with CARB to resolve any outstanding issues. Staff responded to CARB's questionnaire concerning protocols for handling residential open burns which are subject to Regulation 5. These burns are required by the local Fire Department to ensure residents have adequate fire buffer surrounding their property. Staff provided

comments to CARB on their wilderness mask for the Bay Area that are used to define populated areas.

- Staff completed preliminary estimation of woodburning emissions and processed the emissions data for regional modeling inputs. Staff met with the staff from the Rules and Strategic Policy Division to discuss the plan for supporting a white paper on residential wood combustion impacts.

Emissions Inventory Development, Update, and Reporting

- Staff submitted a draft version of the annual permitted source inventory for the year 2023 to CARB under California Emission Inventory Development and Reporting System (CEIDARS) and the statewide Regulation for the Reporting of Criteria Air Pollutants and Toxic Air Contaminants (CTR). Staff repaired errors identified by CARB and incorporated quality assurance processes to streamline future processing of the data. Staff also updated stack release data in the CEIDARS/CTR transaction files that were obtained from permit applications in support of the local scale modeling analysis at AB617 communities.
- Staff continue to update the greenhouse gas (GHG) emissions inventory to support the Air District's EPA Climate Pollution Reduction Grant (CPRG) application. Staff has completed inventories for all of the major sectors including residential/commercial buildings, transportation, industrial sources, and waste and agriculture. Staff are in the process of completing methodology documentation for each of the major categories.
- Staff worked with the Engineering Division to develop the new Facility Toxic Emissions and Prioritization Tool, compliant with the settlement agreement with the Environmental Democracy Project concerning AB2588 reporting requirements. Staff created an interactive web-based tool that maps permitted source locations, relative priority scores for each facility, and downloadable emissions data for the most current year data are available. Staff created an online "How To" video to help users navigate the tool.

Regional Modeling

- Staff assessed the impacts of Bay Area on-road mobile source emissions using the U.S. EPA's Community Multiscale Air Quality (CMAQ) model.
- Staff prepared a document on residential wood combustion impacts (Appendix B of the white paper) for the District's Rule Section.
- Staff examined EPA's 2023 annual PM_{2.5} Design Value calculation for the Bay Area by comparing the observed quarterly means with modeled concentrations. Staff began evaluating CMAQ performance when inputting Weather Research and Forecasting Model (WRF) results produced from employing alternative planetary boundary schemes and land surface models.
- Staff began working with a District contractor to improve estimates of secondary particulate matter levels in the Bay Area. Staff continued to work with a District contractor (Professor Alex Gunther of the University of California, Irvine) in updating biogenic emissions estimates in the Bay Area.

Data Requests and Ad Hoc Technical Assessments

- Staff addressed two Public Records Request (PRR) for AB 617 West Oakland AERMOD emissions inputs and model outputs from a 2018 annual CMAQ simulation for the 1-km Bay Area modeling domain. Staff also responded to a PRR requesting permitted source emissions inventory in the TriValley area (consisting of the cities of Dublin, Livermore, Pleasanton, and San Ramon) for years 2018 – 2023. Staff also provided the STACK data file which contains the release data for point sources in the inventory.
- Staff drafted a support letter regarding CARB's request for a waiver from US EPA for adoption of the set of Advanced Clean Fleet regulations.
- Staff proofread and provide edits to the Vietnamese translation of the District's Smog Fact Sheet, woodsmoke flyers, and procedure for filing complaints in Compliance and Enforcement Division.
- Staff reviewed San Francisco Planning's 2020 APEZ zones in which the methodology and data from 2017 (based on inventory from 2014) community risk reduction plan was compared against the new EPA annual PM2.5 threshold of 9 ug/m3.
- Staff reviewed and provided edits to the emission reporting section of CARB's Emission Inventory Criteria and Guidelines (EICG) FAQ document summarizing the latest 2024 AB2588 updates.

Meetings, Workshops, and Trainings

- Staff participated in a meeting with representatives from the Chevron Refinery on August 7, 2024, to discuss the Rule 11-18 health risk assessment (HRA) for that facility.
- Staff attended CARB's webinar on the updates to the Aircraft Inventory and prior to the webinar, staff participated on a conference call with CARB to discuss the latest Bay Area aircraft inventory for criteria air pollutants and shared activity data collected from Flight Aware.
- Staff participated in a meeting to discuss the Voluntary Speed Reduction (VSR) program with National Oceanic Atmospheric Administration (NOAA).
- Staff tested and provided comments to CARB regarding the latest version of the EMFAC202Y alpha.
- Staff attended the second public webinar hosted by CARB on their 2025 Mobile Source Strategy.
- Staff participated in National Association of Clean Air Agencies' (NACAA) Data Review for the 2022 Emissions Modeling Platform (EMP) Analytic Year Inventories to discuss state/county/SCC annual total emissions for criteria air pollutants and their precursors for 2026, 2032, and 2038.
- Staff participated in the classification study discussions and later completed and submitted the PDQ forms for the study.
- Staff Completed mandatory Title VI civil rights training.
- Staff attended the Workplace Bullying: A Growing Concern web seminar.
- Staff completed the mandatory annual cybersecurity training course.
- Staff attended the Emergency Preparedness Training.

**RULES AND STRATEGIC POLICY DIVISION
V. DOUGLAS, DIRECTOR**

On July 17, 2024, Rule Development staff presented a midyear update of the regulatory calendar to the Stationary Source Committee. The presentation included recent regulatory milestones, updates on current rule development projects, and an outlook on potential future efforts. [[Agenda Item 5, page 26](#)]

On September 11, 2024, staff provided an additional update to the 2024 - 2025 Regulatory Agenda that included a discussion of the development of community partnerships, white papers, changes to the rule development calendar, and rule implementation updates. The changes stem from commitments listed in the recently adopted Strategic Plan – specifically a commitment to minimize flaring from refineries; legislative mandates, including requirements for fence line monitoring at metal shredding facilities; and changes to the Appliance Rules that are required for approval of these rules by United States Environmental Protection Agency (US EPA) for State Implementation Plan (SIP). [[Agenda Item 4, page 55](#)]

**TECHNOLOGY IMPLEMENTATION OFFICE
A. FOURNIER, OFFICER**

The mission of the Technology Implementation Office (TIO) is to provide financial incentives, technical services, and matchmaking support that speed the development and deployment of climate technologies in the Bay Area and beyond.

Climate Tech Finance

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

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

To date, Climate Tech Finance has supported \$39,300,000 in loans through its loan guarantee offering for companies specializing in the development and commercialization of innovative clean energy technologies and zero-emission mobility solutions in the Bay Area and California.

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

During the third quarter, staff completed four initial applicant reviews, and conducted 42 intake calls, originating from various sources including direct website visits, referrals from IBank or our FDC partners, and individuals contacting staff through LinkedIn.

Clean Air Centers

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

The Air District received \$3 Million in program and administrative resources to implement Clean Air Centers; California Air Resources Board (CARB) is administering the program. The Air District collaborated with CARB to develop the funding guidelines and executed a contract with CARB in July 2021 to begin program implementation.

The Air District conducted two solicitations for applications that staff worked with CARB to review and approve. The Air District finalized contracting with applicants in May 2023, and as of August 6, 2024, the program delivered 1,194 portable air cleaners with filter replacements and is undergoing an HVAC upgrade for the Pinole Library in Contra Costa County.

Clean Cars for All

Clean Cars for All (CCFA) incentivizes income-qualified households to replace older, higher-emission vehicles with newer, cleaner vehicle or mobility options (e.g. public transit passes or e-bikes) (www.baaqmd.gov/cleancarsforall). CCFA relaunched on March 1, 2024, with expanded eligibility to all Bay Area zip codes and increased incentive amounts. The program is currently open and accepting new applications.

To date, the Air District has received \$76.4M in program and administrative funding to implement CCFA. CCFA funding comes from the Transportation Fund for Clean Air and CARB funds, which include funding from California Climate Investments (CCI), Volkswagen Settlement (VW), Air Quality Improvement Program (AQIP), and General Funds.

Staff also coordinated with external auditors to provide requested CCFA information for projects funded under Fiscal Year (FY) 2016-2017 through 2021-2022 contracts. The review is a part of a larger audit of all CARB funded incentive programs at the Air District.

Key program highlights include:

- As of September 30, 2024, 8,490 applications have been submitted since the program opened in March 2019, and 5,454 awards have been made (totaling over

\$42.9 million). 4,712 grantees purchased replacement vehicles, 110 grantees selected PEX cards for public transit and other mobility options, 493 grantees have requested or installed a home charger or purchased a portable charger.

- Of the clean transportation options selected to date, 36% were battery electric vehicles (BEV), 31% were plug-in hybrid electric vehicles (PHEV), 28% were conventional hybrid vehicles, 2% percent were hydrogen fuel cell electric vehicles (FCEV), and 3% were mobility option.

Clean Cars for All Program Key Performance Indicators (KPI)

Clean Cars for All Program KPI Totals to Date (2019-2024)	
Total budget	\$76.4M
Total available	\$15.6M (i.e. not awarded)
Applications received	8,490
Funds awarded	\$42.9M / 5,454 grantees
Funds paid	\$36.7M / 4,712 payments
Clean Cars for All Program KPI Totals During Q3 of 2024	
Applications received	858
Funds awarded	\$4.1M / 462 grants
Funds paid	\$3.17M / 327 payments

Charge! Program for Electric Vehicle (EV) Infrastructure

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

The next Charge! program is anticipated to reopen in early 2025, with \$15 million in funding from the Federal Highway Administration's Charging and Fueling Infrastructure Discretionary Grant Program (CFI). The CFI contract was executed on November 12, 2024. A draft of the Charge! program guidance document was released on November 18, 2024 and public comments are being accepted until January 10, 2025.

Staff continue to administer and monitor current Charge! Program projects for compliance.

Outreach and Partnerships

TIO organizes the Bay Area EV Coordinating Council and convenes quarterly networking, coordinating, and information sharing events for public agencies, companies, and non-profit organizations to accelerate EV adoption in the Bay Area. An EV Coordinating Council meeting was held on September 11, 2024, and featured a panel discussion focused on building a more robust pipeline to supply the skilled workforce needed to sustain and grow the EV revolution. By equipping a diverse workforce with the skills needed for EV manufacturing, maintenance, and charging infrastructure, we can accelerate clean energy adoption and ensure equitable access to EV benefits while creating high-quality jobs in underrepresented communities.

Staff attended the following outreach events to promote Air District EV incentive programs:

1. Richmond National Drive Electric Vehicle and E-bike Event in Richmond, CA on September 28, 2023
2. Sonoma County's National Drive Electric Week Event in Santa Rosa on September 30, 2023

DIVERSITY, EQUITY, AND INCLUSION OFFICE
T. WILLIAMS, DIRECTOR

Air District Demographics

During the third quarter of 2024, the Office of Diversity, Equity, and Inclusion (the Office) updated its demographic analysis report that includes all Air District employees by race/ethnicity and gender compared to the Bay Area working age adults ages 18-64. Below is a snapshot of the demographic data:

Ethnicity/Race - All Air District		Bay Area	Ethnicity/Race - Non-Management		Bay Area
American Indian/Alaskan Native	<1%	1%	American Indian/Alaskan Native	1%	1%
Asian	41%	24%	Asian	44%	24%
Black or AA	7%	5%	Black or AA	7%	5%
Hispanic or Latino	10%	20%	Hispanic or Latino	10%	20%
White	39%	47%	White	36%	47%
Other/Unknown	3%	4%	Other/Unknown	3%	4%

Ethnicity/Race - Management		Bay Area	Ethnicity/Race - Exec. Mgmt (Director/Officers & above)		Bay Area
American Indian/Alaskan Native	0%	1%	American Indian/Alaskan Native	0%	1%
Asian	29%	24%	Asian (Non Hispanic or Latino)	27%	24%
Black or AA	9%	5%	Black or AA (Non Hispanic/Lat)	12%	5%
Hispanic or Latino	4%	20%	Hispanic or Latino	15%	20%
White	54%	47%	White (Non Hispanic or Latino)	46%	47%
Other/Unknown	5%	4%	Other/Unknown	0%	4%

Gender - All Air District		Bay Area	Gender - Staff (Non-Management)		Bay Area
F	44%	50%	F	43%	50%
M	56%	50%	M	57%	50%

Gender - Management		Bay Area	Gender - Executive Management		Bay Area
F	52%	50%	F	50%	50%
M	48%	50%	M	50%	50%

+/- 1% due to rounding

Events/Activities

During Q3, the Office kicked off the Agency's Latin American Employee Resources Group. Employee Resource Groups (ERGs) provide a supportive and inclusive environment for employees by fostering connections based on shared identities, experiences, or interests. They promote a sense of belonging, improve workplace culture, and enhance employee

engagement by offering networking opportunities, mentorship, and professional development.

In honor of Latin American Heritage Month (Sept. 15 – Oct. 15), the Office worked with contractor Kay and Partners to facilitate interactive sessions that engaged staff in honoring the cultures and contributions of Hispanic people throughout American history. Sessions were designed to foster a deeper understanding and appreciation of the diverse backgrounds that compose our workforce and the communities we interact with.

- The Q3 session centered on empowering leaders and colleagues to actively and intentionally challenge harmful societal norms impacting the Latino community. It also explored actionable strategies to foster equitable and inclusive growth within the community. Participants gained practical, easy-to-implement tips for uplifting the Latine community, both on an individual level and through systemic change.

In order to encourage collaboration between Air District staff, the Office hosted a Recycled Materials Innovation Challenge to tackle air quality issues through creative problem-solving. Air District interns, mentors, mentees, and staff combined their varied expertise to turn everyday waste into solutions for air quality improvements. The challenge fostered an atmosphere of creativity and teamwork and was well attended.

The Office presented at the Board of Directors Meeting on September 4. The Office provided an update to the Board on ongoing and future diversity, equity, and inclusion initiatives including a workplan to support the 2024-2029 Strategic Plan. The workplan includes:

- Establishing an Environmental Justice Scholarship and Internship/Fellowship Program
- Implementing a Supplier Diversity Initiative
- Refining our DEI Trainings and Learning Experience
- Launching an Employee Development Program
- Integrating Diversity Awareness into the Hiring Process
- Building an Employee Resource Group (ERG) Empowerment Program
- Developing a Pathway to Permanency Design
- Integrating Equity into Decision Making

Communications/Newsletter

The Office continued to provide educational and informational content on the Public Bulletin Board and within the Air District Employee Newsletter. Communication covered a range of topics and events, such as Latin American Heritage Month, updates and highlights from the Board and Committees, and Women's Equality Day.

COMMUNITY ENGAGEMENT AND OUTREACH PROGRAMS S. PEESAPATI, OFFICER

Bayview Hunters Point / Southeast San Francisco AB 617**July 16, 2024:**

- The BVHP/SESF CSC held meeting #7 at 1550 Evans Ave, San Francisco, from 5 pm to 7 pm.
- Agenda items included:
 - Selecting a new co-chair
 - Presentations from Air District staff about rulemaking, permitting, enforcement, and creating a vision.

July 22, 2024:

- Sources, Emissions, and Data Gaps (SEDG) subcommittee met to discuss Monitoring and Enforcement questions with Air District staff.

July 24, 2024:

- Air District staff and the Marie Harrison Community Foundation presented a summary of the BVHP/SESF Community Emissions Reduction Plan development progress to the Southeast Community Facilities Commission.

August 12, 2024:

- SEDG subcommittee met, via Zoom, and developed questions about health indicators in BVHP for Dr. Neeta Thakur of UCSF.

August 15, 2024:

- The quarterly BVHP Interagency met, via Zoom, and featured presentations by Michael Pound/U.S. Navy, Daniela Brandao/SFPUC, and round robin updates from participating agencies.

August 20, 2024:

- SEDG subcommittee met with Steve Reid in Assessment, Inventory, and Measurement (AIM), to receive a presentation on the emissions inventory for Bayview Hunters Point/Southeast San Francisco.

September 17, 2024:

- The BVHP/SESF CSC held meeting #9 from 5 pm – 7:30 pm at the Southeast Community Center, 1550 Evans Ave SF.
- Agenda items included:
 - Reaffirming the CERP boundary
 - A report back from the Sources, Emissions, and Data Gaps subcommittee
 - Presentation and Q&A with Danielle Ngo and Jeremy Shaw of the San Francisco Planning Department
 - Discussion of the CERP Roadmap
 - Discussion of an upcoming retreat for the CSC
 - Discussion of creating new subcommittees to learn more about land use planning and health topics

East Oakland AB 617**July 11, 2024:**

- The East Oakland Community Steering Committee (CSC) held its 21st meeting from 6 pm – 8 pm at the Youth UpRising campus, 8711 MacArthur Blvd, Oakland. In the meeting, CSC members participated in a strategy brainstorming exercise on the Built Environment & Land Use Focus Area and learned more about the City of Oakland's EJ Element.
- Other items on the agenda included:
 - CSC member Bill Crotinger shared his written responses to questions from the CSC regarding Argent Materials and a report out to CSC members who attended a tour of OAK Airport.
 - CSC members received an update on the CERP timeline and then voted to support a request to extend the timeline to March 2026.

Richmond/San Pablo AB 617**July 1, 2024:**

- Air District staff submitted to CARB the Richmond, North Richmond, San Pablo Community Emissions Reduction Plan to CARB leadership for review and approval.

August 7, 2024:

- PTCA CSC Co-Leads had an introduction meeting with Arsenio Mataka (new DEO).

August 26, 2024:

- The PTCA CSC Meeting took place at Richmond HQE. CSC members convened in a prioritization exercise of the PTCA Plan actions. This exercise informed Year One implementation planning.
- The CSC prioritized their top (e.g., one action) CSC Lead Implementer/Initiator actions out of eight.
- CSC discussed all eight specific actions with a start date in 2024 or 2025 actions. The CSC identified which of these actions they want to be empowered to implement in year one of implementation.

September 23, 2024:

- The PTCA CSC meeting was held in a hybrid format at Richmond HQE. The CSC convened in a breakout activity where they selected the top CSC Lead Implementer/Initiator action. The selected action will inform Year One implementation planning.
- The Draft Year One Implementation Plan is currently in progress. Key stakeholders such as Air District Divisions and Co-Leads will review the draft before presenting it to the CSC on October 28th.
- The Air District and CSC received an update from CARB: *“The Richmond, North Richmond, San Pablo Community Emissions Reduction Program (Path to Clean Air) Staff Report (Final Draft) is now complete and posted for public comment. The comment period is open until October 9th.”*

West Oakland AB 617**July 11, 2024:**

- The Air District staff met with West Oakland Environmental Indicators Project (WOEIP) to discuss Eagle Rock.

August 14, 2024:

- Air District staff attended a tour of the West Oakland Port led by the co-executive directors of the West Oakland Environmental Indicators Project (WOEIP).

August 27, 2024:

- Air District staff reviewed the emissions inventory with WOEIP in advance of the September steering committee meeting.

September 4, 2024:

- West Oakland Community Action Plan (WOCAP) heard from Air District staff and WOEIP on milestones achieved over the last five years of implementation of the Plan.

September 18, 2024:

- WOEIP confirmed their annual town hall is scheduled for November 6 from 4pm to 7pm.

Appliance Rule Implementation Working Group (IWG)**July 8, 2024:**

- Staff met with CAC members participating in the IWG Equity Subcommittee to discuss the previous Equity Subcommittee meeting and follow-up on information requests.

July 17, 2024:

- Staff responded to community stakeholders requesting information about the next steps of the final Steering Committee meeting on 08/20/24.

August 20, 2024:

- The IWG held the final Plenary Meeting at 1 pm.

Community Advisory Council (CAC)**July 8, 2024:**

- EJ Policy Ad Hoc Committee held a meeting regarding developing a *Call to Action* document for EJ outcomes.

July 17, 2024:

- The CEHJ meeting approved candidates for vacant CAC seats.

July 18, 2024:

- Community Benefit Fund (CBF) Ad Hoc Committee meeting included an introduction with Arsenio Mataka (new DEO).

August 25, 2024:

- EJ Policy Ad Hoc Committee meeting conducted an independent review of the draft *A Call to Action* document.

August 22, 2024:

- Compliance and Enforcement Ad Hoc Committee met for the first time. The Committee is comprised of Ken Szutu, Ms. Margaret Gordon, Dr. Jeff Ritterman, and Kevin Ruano Hernandez.

September 5, 2024:

- Member Selection Ad Hoc Committee meeting selected a CAC Member candidate to replace Joy Massey.

September 11, 2024 & September 13, 2024:

- Provided Brown Act Trainings for new CAC Members.

Home and School Air Filtration Program

- MOUs were executed with AMP partners to expand funding through December 2024.

James Cary Smith Community Grant Program (JCS)**September 11, 2024:**

- Staff and two community grantee representatives gave a presentation about the Air District's James Cary Smith Community Grant Program to the Air District's Community Equity, Health, and Justice Committee. Presenters included Larisa Casillas, Program Director of Leadership Development and Advocacy for Urban Habitat, and Ken Szutu, Founder and Director of the Citizen Action Monitoring Network.

Marie Harrison Youth Scholarship Program

- Nine (9) scholarship recipients were selected and have accepted their awards. Funds will be distributed in late August. Staff working to distribute a public announcement (E-blast) TBA.

Refinery Community Meetings**July 24, 2024:**

- Staff hosted a kickoff for the Refinery Communities Bimonthly Meeting series. The meeting was attended by a coalition of refinery community organizations. Staff from M&M, Legal, and Legislative Officer, Alan Abbs, provided relevant information.

September 16, 2024:

- Staff provided general Air District updates related to refinery communities and presented an overview of the Air Pollution Complaint Program.

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

Key Performance Indicators

For Third quarter (Q3) July 1, 2024 to September 30, 2024, and cumulative total for 2024.

<i>Project Activity</i>	<i>Q3 Qty.</i>	<i>Q3 Amount</i>	<i>2024 Qty.</i>	<i>2024 Total</i>
New Applications Evaluated	39	\$5,329,250	104	\$25,630,208
New Contracts Executed	58	\$16,656,600	105	\$50,168,181
Approved Changes to Projects (Contracts Amended)	29	n/a	83	n/a
Grantee Payments Processed	25	\$3,783,835	84	\$17,695,559

Incentive Program Activities Overview

More than \$750 million in state and local revenues for incentive programs are being actively managed, including approximately \$100 million in new revenue that is being awarded to eligible projects through June 30, 2025 (end of fiscal year), and \$650 million that was previously awarded to projects over the past 10 years that is still being actively managed. Routine administrative activities include the evaluation of applications received, preparation of recommendations for approval of eligible projects, drafting of contracts for approved projects, inspection of existing (baseline) and new (funded) equipment, processing of reimbursement requests for approved project equipment, submission of disbursement requests and progress reports to funding sources (e.g., CARB), participation in and coordination of public and stakeholder meetings and events, monitoring of projects that are in the operational phase for up to 10 years, close out projects that have completed their contractual obligations, and taking enforcement actions for non-compliant projects.

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

Throughout 2024, the Air District has been undergoing an audit by the Department of Finance and a simultaneous Program Review by CARB covering all state-funded incentives programs for all funding years since 2016. Staff continue to work with the auditors to provide data and information with the expected completion of these audits by the end of 2024.

Key Program Updates, Accomplishments, and Milestones

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

- **Carl Moyer Program (CMP)**
- **Community Air Protection Incentives (CAP)**
- **Mobile Source Incentive Fund (MSIF)**

- **Funding Agricultural Replacement Measures for Emission Reductions (FARMER)**

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

During this quarter staff evaluated and prepared recommendations for awards for the last wave of applications received as part of the Heavy-duty Vehicle and Equipment Replacement program Year 25, which closed in April 2024.

In addition, the second year of the Electric Charging Infrastructure Competitive Solicitation opened on June 10, 2024, and closed on August 1, 2024. The program offered grant funding for projects that support the accelerated deployment of medium and heavy-duty fleets. Staff have been evaluating applications and will bring a ranked list of projects to the Board of Director for consideration of awards later this year.

Over the quarter, staff also worked to develop the Year 26 Heavy-duty Vehicle and Equipment Replacement program, which opened on September 26, 2024. The program offers \$75 million for projects where emission reductions benefit the Air District's communities overburdened by air pollution, \$10 million most for upgrading agricultural equipment that is operated within the Air District's jurisdiction, and up to \$8 million for zero-emission locomotive projects sponsored by public agencies that operate within the Air District's jurisdiction.

The CARB Board met on October 24, 2024, and approved extensive proposed revisions to the Carl Moyer and FARMER Program guidelines. Air District staff have been working with CARB and other districts over the last two years to provide input and suggested updates to improve the State's CMP, FARMER, and CAP Incentives program guidelines to make the programs more effective for grantees and districts. These updates are critical for ensuring programs are responsive to a changing economy that is rapidly moving toward zero-emission technology, while continuing to provide real emissions reductions in and around overburdened communities. Air District staff will implement the new guideline requirements over the coming year.

Transportation Fund for Clean Air (TFCA)

Funded through a \$4 surcharge on motor vehicles registered within the nine Bay Area counties to implement projects that reduce on-road motor vehicle emissions within the Air District's jurisdiction. Sixty percent (60%) of these funds are awarded directly by the Air District's Regional Fund and are primarily used to fund zero-emission equipment and infrastructure projects, such as electric school buses and publicly available electric vehicle charging stations. The other forty percent (40%) is passed-through and awarded by the nine designated Bay Area agencies.

As of July 1st, over \$33 million in TFCA Regional Funds are available for eligible on-road projects, including the replacement of older and dirty medium- and heavy-duty trucks, transit buses, and school buses with zero emission alternatives. In the fall of 2024, staff will open and promote this funding opportunity to eligible applicants, complete outreach including a webinar for school districts on funding for school buses, and answer questions to potential applicants. Staff also coordinated with external auditors during this quarter on the TFCA audit, with a plan to bring it to the Policy, Grants and Technology Committee in December of 2024.

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

Proposition 1B Goods Movement Program (GMP)

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

Volkswagen (VW) Environmental Mitigation Trust Fund Program

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

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

Key highlights from the VW programs administered by the Bay Area Air District include:

- **LDI – Hydrogen-Fueling Stations** – \$5 million was awarded under a contract with the California Energy Commission (CEC) through a competitive solicitation that closed on May 22, 2020. On December 9, 2020, the CEC approved the award of \$5 million in VW funds comprised of awards of \$1 million each to build five new hydrogen stations in California, including two that will be in the Bay Area. Construction was completed for one station in October 2023. During this period, staff continued to coordinate with the CEC and routinely met with representatives from other state agencies that provide funding for hydrogen projects and with project partners to discuss the progress and status of construction on the funded stations.
- **LDI – Electric Vehicle (EV) Stations** - A competitive solicitation offering the available \$5 million was conducted May 11 through August 18, 2021. Eighteen applications were received by the deadline requesting over \$40 million. To date, the Air District has executed contracts with grantees for \$5 million. The total funds awarded are \$4.9 million to 10 grantees.
- **ZEFM Program** – On February 28, 2024, staff closed solicitation #4, which opened on August 22, 2023, and accepted applications statewide on a first-come, first-served basis. During this quarter, in addition to reviewing project applications, contracting with grantees, making payments and other daily project administration work, staff worked with CARB to update the Program Implementation Manual to prepare for the opening of solicitation #5 to award the remaining approximately \$25 million out of the \$70 million in total Program funds. On September 6, 2024, the Air District and CARB executed Amendment #1 to the VW ZEFM program agreement to extend the contract term to October 2, 2032, and incorporate other changes to streamline program administration.

Zero-Emission Hydrogen Ferry Demonstration Project

This project, funded by CARB in 2018 and administered by the Air District, aims to demonstrate the feasibility of hydrogen fuel-cell technology for use in the commercial maritime industry by deploying a zero-emission hydrogen ferry in the San Francisco Bay. The ferry construction in Seattle was completed by early 2023 after which it was brought to the San Francisco Bay in March 2023 to begin process for obtaining approvals from the Coast Guard for sea trial testing. On July 9, 2024, staff submitted the revised final report, including an update that the vessel received its Certificate of Inspection (COI) from the local USCG office in May 2024. This certification permits the vessel to carry passengers and begin commercial service after an extended commissioning and permitting process in San Francisco waters.

Ocean-Going Vessel (OGV) At-berth Remediation Fund Program

A Memorandum of Understanding (MOU) between CARB and the Air District was signed in early 2024, designating the Air District as Fund Administrator for the Remediation Fund within the jurisdiction of the Air District. The CARB-adopted OGV At-Berth Regulation provides an additional compliance option that may be used under limited circumstances to remediate emissions from ocean-going vessels by making payments into a remediation account established by the Fund Administrator. The Fund Administrator must award those monies to eligible projects in communities impacted by excess emissions from vessels at

berth. The term of this MOU is five years and will automatically be renewed for a five-year term unless terminated sooner. The Air District Board of Directors authorized the Air District to serve as the Fund Administrator for the Bay Area region and participate in the Remediation Fund program on October 19, 2022.

This quarter, staff collaborated with CARB and Air District Finance staff to receive and track payments from regulated entities and worked with CARB and other air districts to standardize the reporting forms for CARB and address issues as they arose, including late payments.

Residential Woodsmoke Reduction Grant Program “Clean HEET”

The Clean HEET Program was developed to reduce wintertime wood smoke pollution and improve air quality by incentivizing Bay Area homeowners to replace their existing, operational, freestanding wood stoves or wood-burning fireplace inserts with electric heat pumps. Up to \$2 million in funding is available for the Clean HEET Program with individual awards ranging from \$3,000 - \$10,500 for one stove/insert and \$6,000 - \$13,500 for two stoves/inserts. All Bay Area homeowners are eligible to apply. Projects located in areas most impacted by air pollution will be prioritized first due to limited funding. This program transitioned to a first-come, first-served solicitation on September 24th, allowing staff to provide better direct support to applicants.

METEOROLOGY & MEASUREMENT DIVISION

R. CHIANG, DIRECTOR

Air Quality Forecasting

	# of Days	Dates
Spare the Air alerts called for ozone	7	7/2, 7/3, 7/10, 7/11, 9/3, 9/4, 9/30
Spare the Air alerts called for PM _{2.5}	0	
Exceedances of the national 8-hour ozone standard (70 ppb)	2	7/3, 7/11
Exceedances of the national 24-hour PM _{2.5} standard (35 µg/m ³)	0	

During the third quarter of 2024, there were seven Spare the Air calls for ozone and two exceedances of federal air quality standards. On July 2nd and 3rd, high pressure produced hot inland temperatures (around 105°F) and a late-arriving sea breeze. One exceedance was recorded at the Fairfield site. On July 10th and 11th, high pressure over northern California resulted in hot inland temperatures (105°F to 109°F) and a weak afternoon sea breeze. One exceedance was recorded at the Livermore-Portola site. On September 3rd and 4th, high pressure produced light winds and hot temperatures in the Bay Area; however, no exceedances were recorded. On September 30, high pressure over northern California produced hot temperatures and offshore winds. No exceedances were recorded.

Laboratory

During the third quarter, the Laboratory continued recovery activities after the malware attack on the Air District including:

- Completed the review of backfilled data
- Began disposals of equipment deaccessioned because of the attack
- Backfilled the Temporary Air Quality Chemist position vacated by the previous hire to continue verification of backfilled data and support staff in efforts stalled by the attack

In addition to the recovery activities above and routine and analyses in support of fixed site ambient air monitoring programs for the Air District, North Coast Air Quality Management District, and Monterey Bay Air Resources District, during the second quarter, the laboratory:

- Presented Introduction to the Lab to new Compliance and Enforcement and Engineering staff
- Received, installed, and performed staff training on new OCEC
- Made a recommendation for the purchase of a new XRF
- Acquired the supplies and brought another new method online to support Source Test actions
- Analyzed three sets of Source Test samples
- Provided guidance and input to Engineering and Compliance and Enforcement regarding laboratory test methods and reports associated with permits

Regulatory Air Monitoring – Operations

Community Air Monitoring: Ongoing work preparing and maintaining the monitoring platforms to ensure readiness for field deployment in support of upcoming work in East Oakland, as well as other communities. Drafting Quality Assurance Project Plan for general monitoring performed by the section to serve as a template for quality systems implemented in specific community monitoring projects. We began surveys of tentative project areas in East Oakland to assess roadway access and other details to prepare ourselves for deployment of the mobile platform. We also developed plans for testing new near-source monitoring approaches to begin on the ground testing in Q4 2024. Identified a vendor to assist with infrastructure, power, and security upgrades to our monitoring vans and received initial schematics and statements of work. Worked with the vendor to hone those plans through the end of the quarter. Continued procurement and receiving of air quality monitoring instruments purchased through an EPA Inflation Reduction Act grant to the Air District and began assessments of instruments already received. Worked with Information Services to identify current and future IT needs for the team, including for our monitoring platforms and at our West Oakland Field Office. Continued coordinating with Facilities team, on work to upgrade security, electrical, and dust proofing in our West Oakland field office. Attended the National Ambient Air Monitoring Conference which included discussions and workshops on many community air monitoring related topics. Of particular importance, was the initiation of an ongoing nationwide workgroup on setting standards for quality assurance of real time mass spectrometry.

Air Monitoring Quality Assurance

The Quality Assurance Management team was moved from the Air Monitoring-Projects and Technology section to the Meteorology & Quality Assurance (MQA) section to consolidate quality assurance activities under one manager.

- Quality Assurance Management Group
 - Prepared for the EPA TSA meetings, which took place from July 15 – 19, 2024, including preparing materials collected from the Lab, Air Monitoring, and MQA, preparing meetings and site visits with EPA, and finalizing EPA's TSA questionnaire.
 - Continued to work on Data Certification for the Air District's 2023 ambient air quality data.
 - Began evaluation of existing data validation activities, including extensive review of critical and operational criteria as defined in 40 CFR Part 58, including flow rate verifications, calibration criteria, and documentation of data validation activities.
 - Worked with California Air Pollution Control Officer's Association (CAPCOA) to complete a guidance document on the use of null codes, which will be incorporated into future Standard Operating Procedures.
 - Began preparing data review worksheets to be used in Level II data validation.
- Performance Evaluation Group
 - All gas analyzers and particulate samplers were found to be operating within the Air District's established accuracy limits (24 monitoring stations, 71 parameters).
 - The section calibrated 18 of the Compliance & Enforcement Division's (18) TVAs (Toxic Vapor Analyzers).
 - Ground-Level Monitoring (GLM) audits of hydrogen sulfide (H₂S) and sulfur dioxide (SO₂) gas-analyzers were conducted at Marathon, Chevron, and Valero Refineries. All gas analyzers met the Air District's performance evaluation (audit) acceptance criteria.
 - The section is continuing the procedure of returning all flow, temperature, and pressure standards of the Performance Evaluation Section to private vendors and equipment manufacturers for recertification.
 - The PE Section participated in pre-EPA TSA planning meetings, several days of meetings/interviews during the TSA, and gathered and provided all the documentation that the QA Officer requested from our section.
 - Mike Chan and William Pochereva attended the EPA National Ambient Air Monitoring Conference in New Orleans. The audit team found it a valuable exchange of information and was able to find a possible solution for a systemic photometer problem when auditing at very low ozone concentration levels.
 - Regular departmental duties continued, including audits; report processing and review; database management; and equipment testing and maintenance.

Source Test

- Evaluations and implementation of new measurement technologies and developed test procedures relevant to AB-617, Regulation 11-18 and emission inventory improvement.
- Participated in oversight of the Regulation 12-15 fence line monitoring programs and worked to transition fence line monitoring to AAQA.
- Continued CEMS compliance audits in partnership with the Compliance and Enforcement Division.
- Partnered with Compliance and Enforcement Division on facility source test infrastructure and testing location investigations and mitigation actions.
- Continued to address Richmond Parkway office flooding impacts and assessed equipment and furniture damage.
- Participated in Strategic Planning and Classification Study meetings.
- Partnered with Compliance and Enforcement Division on priority compliance investigations.
- Attended permitting and compliance meeting with Western States Petroleum Association
- Worked with Legal regarding ongoing settlement agreements.
- Performed priority source test on the FCCU at the Chevron refinery in Richmond, California.
- Attended Tunable Diode Laser (TDL) and Differential Optical Absorption Spectrometry (DOAS) integrated path CEMS training.
- Participated in Rules 11-10 and 13-5 implementation.
- Attended quarterly Bay Area Clean Water Agencies workgroup meeting.
- Prepared for internal source test method training.
- Attended monthly EPA source testing guidance meetings.
- Continued management review of Injury & Illness Prevention Plan (IIPP).
- Began process of transitioning contractor source test notification and tracking system to My Air Online.
- Continued development of source test prioritization system and review of current practices.
- Source tests and routine duties performed:
 - Conducted FTIR source tests and continued expansion of analysis software reference library.
 - Performance of source tests to determine emissions of precursor organic compounds, and toxic air contaminants.
 - Performance of source tests to determine emissions of particulate matter.
 - Performance of tests to assess the compliance status of gasoline cargo tanks, gasoline dispensing facilities, gasoline terminal loading and vapor recovery systems.
 - Evaluation of independent contractor conducted source tests to determine report acceptability, source compliance, and emission factor validity.
 - Evaluation of CEMS excess emission and monthly reports.
 - Evaluation of CEMS installations and ongoing compliance, including monitoring plan review and approval.
- Technical advising to Air District Divisions:

- Advice and guidance to Engineering on emission data interpretation, permitting handbook condition revisions, Rule 11-18 health risk assessments and air toxics, permit development, and facility annual emission reporting.
- Advice and guidance to Compliance and Enforcement and Legal on emission data interpretation, recommendations for further evaluation indicating potential violations, CEMS compliance audits, orders of abatement, and ongoing enforcement actions.
- Advice to the Rules Section on rule development and implementation efforts.
- Advice and meeting participation on AB-617 internal workgroups and knowledge gap analysis.

Recruitment News

New Hires and Promotion

- Andrew Saada – Temporary Air Quality Chemist

EXTERNAL AFFAIRS, L. FASANO, OFFICER

External Affairs General

Staff coordinated and attended Clean Air Talk community meetings for Board Chair Davina Hurt.

- August 10, 2024 – San Carlos Public Library
- September 7, 2024 – San Jose Public Library (Alum Rock)

Commuter Benefits Program

Staff continue to coordinate with MTC contract staff on updates and implementation of the Commuter Benefits Program Salesforce dashboard for enforcement tracking.

Staff reviewed and provided comments on the Commuter Benefits Program Strategic and Evaluation Plans and edits to the monthly reports.

Flex Your Commute

Staff continue to work with Keough Consulting to promote Flex Your Commute via paid media campaign.

Sponsorships

- Coalition for Clean Air (Clean Air Day), August 9, 2024
- 2024 Hidden Heroes of Greenbelt Alliance, August 28, 2024
- Marie Harrison Foundation (Bay Spark 2024), September 28, 2024

STATISTICS			
<u>Administrative Services:</u>		<u>Human Resources:</u>	
Accounting/Purchasing/Comm.		Manager/Employee Consultation (Hrs.)	350
General Checks Issued	1982	Management Projects (Hrs.)	400
Purchase Orders Issued	658	Employee/Benefit Transaction	600
Checks/Credit Cards Processed	4535	Training Sessions Conducted (Group)	4
Contracts Completed	123	Training Sessions Conducted (Individual)	11
RFP/RFQ	6	Applications Processed	996
		Exams Conducted	28
<u>Executive Office:</u>		New Hires	14
APCO'S Meetings Attended	225	Promotions	10
Board Meetings Held (including Budget Hearing and CAF)	1	Separations	13
Committee Meetings Held	7	Safety/Wellness Administration	150
Advisory Council/Community Advisory Council Meetings Held	4	Inquiries	4000
Hearing Board Meetings Held	3		
New Variances/Appeals/Accusations Received	2		
		<u>Communications and Public Information:</u>	
<u>Information Systems:</u>		Responses to Media Inquires	61
New Installation Completed	20	Events Staffed with Air District Booth	18
PC Upgrades Completed	19		
Service Calls Completed	1042	<u>Community Engagement:</u>	
		Presentations Made	6
<u>Facility/Vehicle:</u>		Visitors	8
Request for Facility Service	70	Air District Tours	1
Vehicle Request(s)	93	Community Meetings Attended	20
Vehicle Maintenance/Service/Repair(s)	53/2		

STATISTICS (cont'd)			
<u>Compliance Assurance Program:</u>		<u>Compliance and Enforcement Division:</u>	
Industrial Inspections Conducted	361	<u>Enforcement Program</u>	
Gas Station Inspection Conducted	190	Violations Resulting in Notices of Violations	259
Open Burning Inspections Conducted	Data no longer tracked	Violations Resulting in Notice to Comply	50
PERP Inspections Requested	281	New Hearing Board Cases Reviewed	3
PERP Inspections Conducted	0	Reportable Compliance Activity Investigated	139
BUGs Inspections Conducted	0	General Complaints Investigated	802
Mobile Source Inspections	0	Wood Smoke Complaints Received	152
Grant Inspections Conducted	0	Mobile Source Violations	0
SF Restaurant Complaints	12		
		<u>Compliance Assistance and Operations Program:</u>	
<u>Engineering Division:</u>		Asbestos Jobs Received	1341
Annual Update Packages Completed	1,361	NOA Plans Received	2
New Applications Received	282	NOA Plans Approved	4
Authorities to Construct Issued	166	NOA Inspections Conducted	124
Permits to Operate Issued (New and Modified)	172	Coating and other Petitions Evaluated	6
Permit Exemptions (Entire application deemed exempt)	4	Open Burn Notifications Received	24
New Facilities Added	114	Prescribed Burn Plans Evaluated	8
Registrations (New)	18	Tank/Soil Removal Notifications Received	34
Health Risk Assessments (HRA) Received	55	Compliance Assistance Inquiries Received	92
Health Risk Assessments (HRA) Completed	71	Green Business Reviews	0
		Refinery Flare Notification	12
<u>Ground Level Monitoring (GLM)</u>			
July – Sep. Ground Level Monitoring SO ₂ Excess Reports	0		
July – Sep. Ground Level Monitoring H ₂ S Excess Reports	1		

STATISTICS (cont'd)			
Continuous Emissions Monitoring (CEM)		Meteorology Measurements & Rules:	
Indicated Excess Emission Reports Evaluated	42	3rd Quarter 2024 Ambient Air Monitoring	
Monthly CEM Reports Reviewed	118	Days Exceeding Nat'l 24-Hour PM _{2.5} Std.	0
Indicated Excesses from CEM	42	Days Exceeding Nat'l 24-Hour PM ₁₀ Std.	0
Field Accuracy Tests Performed	7	Days Exceeding State 24-Hour PM ₁₀ Std.	0
		Days Exceeding the Nat'l 8-Hour Ozone Std.	2
Source Test		Days Exceeding the State 1-Hour Ozone Std.	1
Cargo Tank Tests Performed	118	Days Exceeding the State 8-Hour Ozone Std.	3
Total Source Tests	78		
Pending Source Tests	2	Particulate Totals, Year to Date 2024	
Further Evaluation Notices Recommended	29	Days Exceeding Nat'l 24-Hour PM _{2.5} Std.	0
Contractor Source Tests Reviewed	4145	Days Exceeding Nat'l 24-Hour PM ₁₀ Std.	0
Outside Test Observed	35	Days Exceeding State 24-Hour PM ₁₀ Std.	0
Further Evaluation Notices Recommended After Review	35		
Contractor Source Test Protocols Reviewed	40	Ozone Totals, Year to Date 2024	
Contractor Source Tests invalidated	118	Days Exceeding State 1-Hour Ozone Std.	2
Boiler Certification Reports/Applications Received	0	Days Exceeding Nat'l 8-Hour Ozone Std.	1
3rd Quarter 2024 Agricultural Burn Days		Days Exceeding State 8-Hour Ozone Std.	3
July – Sep. Permissive Burn Days-North	32		
July – Sep. No-Burn Days-North	60		
July – Sep. Permissive Burn Days-South	33		
July – Sep. No-Burn Days-South	59		
July – Sep. Permissive Burn Days-Coastal	32		
July – Sep. No-Burn Days-Coastal	60		

Alameda County

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8/30/2024	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
9/13/2024	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
9/13/2024	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
9/18/2024	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
9/23/2024	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
9/30/2024	A1438	Tesla, Inc	Fremont	Non-Compliance; Major Facility Review
7/30/2024	D0418	Wave 92	Hayward	GDF Phase I Equipment Not Maintained
7/22/2024	A2066	Waste Management of Alameda County	Livermore	Non-Compliance; Major Facility Review
7/29/2024	A1190	Safety-Kleen of California, Inc	Newark	No Authority to Construct
7/29/2024	A1190	Safety-Kleen of California, Inc	Newark	No Permit to Operate
9/19/2024	A1190	Safety-Kleen of California, Inc	Newark	No Authority to Construct
9/19/2024	A1190	Safety-Kleen of California, Inc	Newark	No Permit to Operate
7/23/2024	A0591	East Bay Municipal Utility District	Oakland	Non-Compliance; Major Facility Review
7/23/2024	B2725	San Pablo Auto Body & Paint	Oakland	No Permit to Operate
7/23/2024	A1529	Kaiser Permanente Medical Center	Oakland	No Permit to Operate
8/20/2024	S762433	NUG	Oakland	No Authority to Construct
8/20/2024	S762433	NUG	Oakland	No Permit to Operate
8/26/2024	B5739	California Waste Solutions-10St Street	Oakland	No Authority to Construct
8/26/2024	B5739	California Waste Solutions-10St Street	Oakland	No Permit to Operate
8/27/2024	C9208	MacArthur 76	Oakland	GDF Phase II Equipment Not Maintained
8/27/2024	C9208	MacArthur 76	Oakland	GDF Phase I Requirements
9/3/2024	B9378	McGuire & Hester	Oakland	Failure to Meet Permit Conditions
9/11/2024	S763902	The Unity Council	Oakland	Asbestos; Schedule Changes and Updates
9/17/2024	A1529	Kaiser Permanente Medical Center	Oakland	Failure to Meet Permit Conditions
7/2/2024	S761134	APENA Engineering	San Leandro	Asbestos; Written Plan or Notification
7/9/2024	B2728	Waste Management Inc	San Leandro	Landfill Surface Requirements

Contra Costa County

Status Date	Site #	Site Name	City	Regulation Title
7/25/2024	C9126	Khan Petroleum, Inc. dba Concord Super Stop	Concord	GDF Phase II Equipment Not Maintained
7/26/2024	C7726	Oak Grove Chevron	Concord	GDF Phase I Requirements
7/26/2024	C7726	Oak Grove Chevron	Concord	GDF Phase II Requirements
9/11/2024	S763879	Advanced IPM	Concord	Right to Access to Information
9/16/2024	B1911	C & H Sugar Company, Inc	Crockett	Non-Compliance; Major Facility Review
8/28/2024	S763448	Scott White Construction Company INC.	Lafayette	Asbestos; Schedule Changes and Updates
7/18/2024	A0011	Martinez Refining Company LLC	Martinez	Wastewater Collection System Components and Wastewater Separation System
7/18/2024	B0883	Clean Harbors Industrial Services, Inc	Martinez	Non-Compliance; Major Facility Review

Contra Costa County (continued)

Status Date	Site #	Site Name	City	Regulation Title
7/18/2024	A0011	Martinez Refining Company LLC	Martinez	Organic Compounds Equipment Leak Open-Ended Line/Valve
7/23/2024	A0011	Martinez Refining Company LLC	Martinez	Non-Compliance; Major Facility Review
7/25/2024	B2758	Tesoro Refining & Marketing Company, LLC	Martinez	Requirements for Internal Floating Roof Tanks
7/25/2024	B2758	Tesoro Refining & Marketing Company, LLC	Martinez	Inspection Requirements for Internal Floating Roof Tanks - Primary & Secondary
7/29/2024	S762254	Holland Brooks Builders	Martinez	Improper Demolition, Renovation and Removal
8/5/2024	A0011	Martinez Refining Company LLC	Martinez	Continuous Emission Monitoring and Recordkeeping
8/5/2024	A0011	Martinez Refining Company LLC	Martinez	Continuous Emission Monitoring and Recordkeeping
8/5/2024	A0011	Martinez Refining Company LLC	Martinez	Continuous Emission Monitoring and Recordkeeping
8/5/2024	A0011	Martinez Refining Company LLC	Martinez	Continuous Emission Monitoring and Recordkeeping
8/5/2024	A0011	Martinez Refining Company LLC	Martinez	Continuous Emission Monitoring and Recordkeeping
8/5/2024	A0011	Martinez Refining Company LLC	Martinez	Continuous Emission Monitoring and Recordkeeping
8/5/2024	A0011	Martinez Refining Company LLC	Martinez	Continuous Emission Monitoring and Recordkeeping
8/5/2024	A0011	Martinez Refining Company LLC	Martinez	Continuous Emission Monitoring and Recordkeeping
8/7/2024	A0011	Martinez Refining Company LLC	Martinez	Non-Compliance; Major Facility Review
8/7/2024	A0011	Martinez Refining Company LLC	Martinez	Non-Compliance; Major Facility Review
8/7/2024	A0011	Martinez Refining Company LLC	Martinez	Non-Compliance; Major Facility Review
8/7/2024	A0011	Martinez Refining Company LLC	Martinez	Non-Compliance; Major Facility Review
8/7/2024	A0011	Martinez Refining Company LLC	Martinez	Opacity Limitation
8/7/2024	A0011	Martinez Refining Company LLC	Martinez	Continuous Emission Monitoring and Recordkeeping
8/7/2024	A0011	Martinez Refining Company LLC	Martinez	Continuous Emission Monitoring and Recordkeeping
8/7/2024	A0011	Martinez Refining Company LLC	Martinez	Continuous Emission Monitoring and Recordkeeping
8/21/2024	A0011	Martinez Refining Company LLC	Martinez	Organic Compounds Requirements for External Floating Roof Tanks
9/4/2024	A0011	Martinez Refining Company LLC	Martinez	Non-Compliance; Major Facility Review
9/17/2024	B2758	Tesoro Refining & Marketing Company, LLC	Martinez	Wastewater Collection System Components and Wastewater Separation System
9/18/2024	B2758	Tesoro Refining & Marketing Company, LLC	Martinez	Continuous Emission Monitoring and Recordkeeping
9/18/2024	B2758	Tesoro Refining & Marketing Company, LLC	Martinez	Non-Compliance; Major Facility Review
9/18/2024	B2758	Tesoro Refining & Marketing Company, LLC	Martinez	Wastewater Collection System Components and Wastewater Separation System
9/26/2024	A0011	Martinez Refining Company LLC	Martinez	Continuous Emission Monitoring and Recordkeeping
9/26/2024	A0011	Martinez Refining Company LLC	Martinez	Continuous Emission Monitoring and Recordkeeping
9/26/2024	A0011	Martinez Refining Company LLC	Martinez	Continuous Emission Monitoring and Recordkeeping
9/26/2024	B1661	Eco Services Operations Corp	Martinez	Failure to Meet Permit Conditions
9/11/2024	S763905	Devco Building Enterprises LLC	Pacheco	Demolition, Renovation, and Removal Requirement
7/3/2024	A5462	Bio-Rad Laboratories	Richmond	Inorganic Gaseous Pollutants Final Emission Limits
7/10/2024	A0010	Chevron Products Company	Richmond	Equipment Leaks - Liquid Leak
7/11/2024	S761548	Advanced Lubrication Specialties	Richmond	Registration
7/11/2024	S761548	Advanced Lubrication Specialties	Richmond	Inorganic Gaseous Pollutants Final Emission Limits
8/27/2024	A0010	Chevron Products Company	Richmond	Continuous Emission Monitoring and Recordkeeping
8/27/2024	A0010	Chevron Products Company	Richmond	Opacity Limitation
8/27/2024	A0010	Chevron Products Company	Richmond	Tube Cleaning
8/27/2024	A0010	Chevron Products Company	Richmond	Continuous Emission Monitoring and Recordkeeping
8/27/2024	A0010	Chevron Products Company	Richmond	Opacity Limitation
8/27/2024	A0010	Chevron Products Company	Richmond	Tube Cleaning
8/27/2024	A0010	Chevron Products Company	Richmond	Opacity Limitation
8/27/2024	A0010	Chevron Products Company	Richmond	Tube Cleaning
8/27/2024	A0010	Chevron Products Company	Richmond	Continuous Emission Monitoring and Recordkeeping
8/27/2024	A0010	Chevron Products Company	Richmond	Opacity Limitation
8/27/2024	A0010	Chevron Products Company	Richmond	Continuous Emission Monitoring and Recordkeeping
8/27/2024	A0010	Chevron Products Company	Richmond	Opacity Limitation
8/27/2024	A0010	Chevron Products Company	Richmond	Tube Cleaning
8/27/2024	A0010	Chevron Products Company	Richmond	Opacity Limitation
8/27/2024	A0010	Chevron Products Company	Richmond	Continuous Emission Monitoring and Recordkeeping
9/6/2024	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
9/6/2024	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
9/6/2024	A0010	Chevron Products Company	Richmond	Opacity Limitation
9/6/2024	A0010	Chevron Products Company	Richmond	Emission Limitations for Sulfur Recovery Plants
9/6/2024	A0010	Chevron Products Company	Richmond	Non-Compliance; Major Facility Review
9/6/2024	A0010	Chevron Products Company	Richmond	Opacity Limitation
9/6/2024	A0010	Chevron Products Company	Richmond	Emission Limitations for Sulfur Recovery Plants
9/6/2024	A0010	Chevron Products Company	Richmond	Emission Limitations for Sulfur Recovery Plants
9/6/2024	A0010	Chevron Products Company	Richmond	Emission Limitations for Sulfur Recovery Plants
9/6/2024	A0010	Chevron Products Company	Richmond	Failure to Meet Permit Conditions
9/17/2024	A0010	Chevron Products Company	Richmond	Non-Compliance; Major Facility Review
9/17/2024	A0010	Chevron Products Company	Richmond	Non-Compliance; Major Facility Review

8/19/2024	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Non-Compliance; Major Facility Review
9/11/2024	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Non-Compliance; Major Facility Review
9/11/2024	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Limitations on Marine Tank Vessel Loading and Lightering; Loading a regulated
9/11/2024	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Equipment Leaks; Marine Terminal Equipment or Marine Tank Vessel Equipment
9/19/2024	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Non-Compliance; Major Facility Review
9/24/2024	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Non-Compliance; Major Facility Review
9/24/2024	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Non-Compliance; Major Facility Review
9/24/2024	A0016	Phillips 66 Company - San Francisco Refinery	Rodeo	Non-Compliance; Major Facility Review
8/1/2024	C8371	National Petroleum San Ramon	San Ramon	GDF Operating Practices
8/22/2024	S763447	Pacific Gas & Electric	San Ramon	Asbestos; Schedule Changes and Updates
7/17/2024	S761802	Anchored Tiny Homes	Walnut Creek	Asbestos; Schedule Changes and Updates

Marin County

Status Date	Site #	Site Name	City	Regulation Title
8/13/2024	S762817	Mount Tamalpais School	Mill Valley	No Authority to Construct
8/13/2024	S762817	Mount Tamalpais School	Mill Valley	No Permit to Operate
8/27/2024	S763392	Waterway Marine	San Rafael	No Authority to Construct
8/27/2024	S763392	Waterway Marine	San Rafael	No Permit to Operate
8/19/2024	S763542	Spaulding Marine Center	Sausalito	No Authority to Construct
8/19/2024	S763542	Spaulding Marine Center	Sausalito	No Permit to Operate
8/26/2024	S763345	Bayside Boatworks	Sausalito	No Authority to Construct
8/26/2024	S763345	Bayside Boatworks	Sausalito	No Permit to Operate

Napa County

Status Date	Site #	Site Name	City	Regulation Title
9/16/2024	S764081	Siteline Builders	Napa	Asbestos; Schedule Changes and Updates

San Francisco County

Status Date	Site #	Site Name	City	Regulation Title
7/2/2024	S761091	California Barrel Co. LLC	San Francisco	Standards of Performance for New Stationary Sources
7/2/2024	C9685	ARCO Facility #00566	San Francisco	GDF Phase I Equipment Not Maintained
7/3/2024	S761213	SUNDT - WALSH Joint Venture	San Francisco	Standards of Performance for New Stationary Sources
7/9/2024	S761407	Office of The Sheriff	San Francisco	Public Nuisance
7/11/2024	P8343	Evergood Sausage Co	San Francisco	No Authority to Construct
7/11/2024	P8343	Evergood Sausage Co	San Francisco	No Permit to Operate
7/11/2024	S762019	All Bay Area Dustless Blasting	San Francisco	No Authority to Construct
7/11/2024	S762019	All Bay Area Dustless Blasting	San Francisco	No Permit to Operate

8/7/2024	S762636	California Barrel Co. LLC	San Francisco	Standards of Performance for New Stationary Sources
8/27/2024	S763369	Add A Garage Inc.	San Francisco	Demolition, Renovation, and Removal Requirement
9/18/2024	A0051	United Airlines, Inc	San Francisco	Non-Compliance; Major Facility Review

San Mateo County

Status Date	Site #	Site Name	City	Regulation Title
7/30/2024	C5900	Speedway #4976	Daly City	GDF Phase II Requirements
8/8/2024	D0452	Exxon Daly City	Daly City	Failure to Meet Permit Conditions
8/29/2024	A1507	North San Mateo County Sanitation Dist	Daly City	Failure to Meet Permit Conditions
7/22/2024	S762011	Golden State Hauling & Demolition Inc.	East Palo Alto	Asbestos; Schedule Changes and Updates
9/25/2024	A2266	Browning-Ferris Industries of CA Inc	Half Moon Bay	Wellhead Requirements
9/25/2024	A2266	Browning-Ferris Industries of CA Inc	Half Moon Bay	Repair Schedule for Wellhead Excesses - Gas Collection System Expansion
8/20/2024	C6458	Woodside Manor Shell	Redwood City	GDF Phase I Equipment Not Maintained
7/8/2024	C9421	San Bruno Chevron	San Bruno	GDF Phase I Requirements
7/8/2024	C9421	San Bruno Chevron	San Bruno	GDF Phase II Equipment Not Maintained
7/8/2024	S761412	Peninsula Demolition	San Carlos	Asbestos; Schedule Changes and Updates
7/22/2024	S762038	Gilmans Kitchen & Baths	San Mateo	Demolition, Renovation, and Removal Requirement
8/5/2024	S766752	Greiners Service Station, Inc	South San Francisco	GDF Operating Practices
9/17/2024	A1311	See's Candies, Inc	South San Francisco	No Authority to Construct
9/17/2024	A1311	See's Candies, Inc	South San Francisco	No Permit to Operate

Santa Clara County

Status Date	Site #	Site Name	City	Regulation Title
8/27/2024	S763391	1045 Blossom Hill Rd LLC	Campbell	Failure to Meet Permit Conditions
8/27/2024	S763391	1045 Blossom Hill Rd LLC	Campbell	GDF Phase I Requirements
8/19/2024	B2183	Metcalf Energy Center	Coyote	Parametric Monitoring and Recordkeeping Procedures
7/11/2024	S761846	Armando Zuniga	Gilroy	Open Burning; Prohibition of Fires
7/31/2024	A6370	Recology Pacheco Pass	Gilroy	Landfill Emission Control System Requirement
9/16/2024	C9313	ConocoPhillips Company	Los Gatos	GDF Phase I Requirements
9/16/2024	C9313	ConocoPhillips Company	Los Gatos	GDF Phase II Equipment Not Maintained
8/14/2024	A2417	Anritsu Company	Morgan Hill	Failure to Meet Permit Conditions
8/29/2024	C0439	CalFire Morgan Hill Station	Morgan Hill	Failure to Meet Permit Conditions
7/31/2024	C8261	Palo Alto Arco	Palo Alto	GDF Phase II Equipment Not Maintained
9/25/2024	C8261	Palo Alto Arco	Palo Alto	GDF Phase I Equipment Not Maintained
9/25/2024	C8261	Palo Alto Arco	Palo Alto	GDF Phase I Requirements
7/12/2024	S765022	Blusky Restoration Contractors LLC	San Jose	Asbestos; Schedule Changes and Updates
7/17/2024	FB543	Ali's Construction & Remodel	San Jose	Asbestos; Schedule Changes and Updates
7/23/2024	A3721	Smythe European	San Jose	No Authority to Construct
7/23/2024	A3721	Smythe European	San Jose	No Permit to Operate
8/1/2024	C0551	Taylor Gas	San Jose	Failure to Meet Permit Conditions

8/5/2024	B7642	Riverpark Tower I, Owner LLC	San Jose	No Authority to Construct
8/5/2024	B7642	Riverpark Tower I, Owner LLC	San Jose	No Permit to Operate
8/8/2024	D0368	West Cafe	San Jose	GDF Phase I Requirements
8/8/2024	D0368	West Cafe	San Jose	GDF Phase II Equipment Not Maintained
8/8/2024	D0368	West Cafe	San Jose	No Permit to Operate
8/16/2024	B2291	NeoPhotonics Corporation	San Jose	No Authority to Construct
8/16/2024	B2291	NeoPhotonics Corporation	San Jose	No Permit to Operate
8/26/2024	E5095	SF South Bay Shoreline Reach 1 & 2/3	San Jose	Failure to Meet Permit Conditions
8/26/2024	E5095	SF South Bay Shoreline Reach 1 & 2/3	San Jose	No Authority to Construct
8/26/2024	E5095	SF South Bay Shoreline Reach 1 & 2/3	San Jose	No Permit to Operate
9/19/2024	C4188	Santa Teresa Shell	San Jose	Failure to Meet Permit Conditions
9/19/2024	C4188	Santa Teresa Shell	San Jose	Permit to Operate; Major Facility Review
9/19/2024	C4188	Santa Teresa Shell	San Jose	GDF Phase II Requirements
9/19/2024	C4188	Santa Teresa Shell	San Jose	GDF Phase I Equipment Not Maintained
9/19/2024	C4188	Santa Teresa Shell	San Jose	GDF Phase I Requirements
9/20/2024	E5262	SV12x	San Jose	Failure to Meet Permit Conditions
9/30/2024	C3829	RC Wood, LLC	San Jose	Failure to Meet Permit Conditions
8/29/2024	E2839	Apple, Inc	Santa Clara	No Authority to Construct
8/29/2024	E2839	Apple, Inc	Santa Clara	No Permit to Operate
9/4/2024	S763711	I-Mark Design Group	Santa Clara	Asbestos; Schedule Changes and Updates
9/11/2024	C4367	De La Cruz 76 Station	Santa Clara	Failure to Meet Permit Conditions
9/12/2024	E2839	Apple, Inc	Santa Clara	No Authority to Construct
9/12/2024	E2839	Apple, Inc	Santa Clara	No Permit to Operate
9/12/2024	E2839	Apple, Inc	Santa Clara	Inorganic Gaseous Pollutants Final Emission Limits
9/12/2024	E2839	Apple, Inc	Santa Clara	Inorganic Gaseous Pollutants Final Emission Limits
9/26/2024	A0633	Intel Corporation	Santa Clara	Asbestos; Written Plan or Notification
9/26/2024	A0633	Intel Corporation	Santa Clara	Improper Demolition, Renovation and Removal
7/18/2024	E2658	Element Critical	Sunnyvale	Failure to Meet Permit Conditions
8/26/2024	S763347	Hadad Petroleum, Inc.	Sunnyvale	No Authority to Construct

Solano County

Status Date	Site #	Site Name	City	Regulation Title
8/1/2024	B2626	Valero Refining Company - California	Benicia	Organic Compounds Equipment Leaks General
9/6/2024	B2626	Valero Refining Company - California	Benicia	Standards of Performance for New Stationary Sources
9/18/2024	B2626	Valero Refining Company - California	Benicia	Non-Compliance; Major Facility Review
9/18/2024	B2626	Valero Refining Company - California	Benicia	Non-Compliance; Major Facility Review
9/18/2024	B2626	Valero Refining Company - California	Benicia	Standards of Performance for New Stationary Sources
9/30/2024	B2626	Valero Refining Company - California	Benicia	Excessive Visible Emissions
9/30/2024	B2626	Valero Refining Company - California	Benicia	Excessive Visible Emissions
9/30/2024	B2626	Valero Refining Company - California	Benicia	Excessive Visible Emissions
8/14/2024	C6204	7-Eleven #34158	Fairfield	GDF Phase I Equipment Not Maintained

8/19/2024	C4629	Arco AMPM #83817	Fairfield	Failure to Meet Permit Conditions
9/11/2024	A7618	Univar Solutions USA LLC	Fairfield	Failure to Meet Permit Conditions
7/18/2024	S761849	Cal Inc	Vacaville	Asbestos; Schedule Changes and Updates
7/11/2024	S761845	Kaiser CPFC	Vallejo	Asbestos; Schedule Changes and Updates

Sonoma County

Status Date	Site #	Site Name	City	Regulation Title
7/31/2024	B6119	Cream's Dismantling and Scrap Inc	Santa Rosa	No Permit to Operate
7/31/2024	B5685	Global Materials Recovery Systems	Santa Rosa	No Authority to Construct

Closed Notice of Violations with Penalties by County July 1, 2024 – September 30, 2024

Alameda

Site Name	Site #	City	Total Penalty	# of Violations Closed
City of Alameda, Maintenance Service Center	A3194	Alameda	\$25,000	4
Nancy Bankhead	FC446	Livermore	\$750	2
NG Grewal Inc.	FB824	Pleasanton	\$750	2
Salkhi Family Holdings, Inc.	Z8126	San Leandro	\$2,000	1
Shell SS#68149	C0443	Livermore	\$375	1

Total Violations Closed: 10

Contra Costa

Site Name	Site #	City	Total Penalty	# of Violations Closed
California Department of Water Resources	A8930	Byron	\$8,000	2
Chevron Products Company	A0010	Richmond	\$274,050	1
Future Ford of Concord	C0352	Concord	\$1,500	1
Future Ford of Concord	S75644 7	Concord	\$1,000	1
Lucid Builders	S75820 7	Richmond	\$500	1
R.V. Stich Construction Inc.	S75758 3	Richmond	\$500	1
TEXXOIL	FB656	Walnut Creek	\$600	2

Total Violations Closed: 9**Marin**

Site Name	Site #	City	Total Penalty	# of Violations Closed
Novato Sanitary District	A1275	Novato	\$4,000	1
Vulcan Materials Co. dba Shamrock Materials	E4662	San Rafael	\$1,250	1

Total Violations Closed: 2

San Mateo

Site Name	Site #	City	Total Penalty	# of Violations Closed
Bimbo Bakeries USA	A2483	South San Francisco	\$162,000	3
Car Max #6080 - Colma	S700446	Colma	\$1,000	1
Montara Sanitary District	B4548	Montara	\$5,000	2
San Mateo County Youth Services Center	B6930	San Mateo	\$58,000	3
San Mateo Water Quality Control Plant	A0861	San Mateo	\$28,500	1
Sequoia Hospital / Dignity Health	A2440	Redwood City	\$22,000	2
SFD	FC425	San Bruno		1
Speedway #5084	D0588	Redwood City	\$1,000	1

Total Violations Closed: 14

Santa Clara

Site Name	Site #	City	Total Penalty	# of Violations Closed
Alzeta Corporation	E4717	San Jose	\$15,000	3
City Gas	Y8342	San Jose	\$13,500	2
DARFA Capital, LLC	FB887	Santa Clara	\$850	3
Green Gas, Inc	FB439	Los Gatos	\$500	2
Keith Vong	S755200	San Jose	\$500	1
Kirby Canyon Recycling and Disposal Facility	A1812	Morgan Hill	\$42,000	1

Moffett Valero	FB828	Mountain View	\$2,250	2
National Petroleum Sunnyvale	FB660	San Jose	\$275	1
USA Touch Up Auto Body Inc	E1834	San Jose	\$1,000	2
Vantage Data Centers Management Co., LLC	A0798	Santa Clara	\$12,000	2

Total Violations Closed: 19

Sonoma

Site Name	Site #	City	Total Penalty	# of Violations Closed
Molecular BioProducts, Inc. - ThermoFisher	E2538	Petaluma	\$1,500	1
Santa Rosa Water - Laguna Treatment Plant	A1403	Santa Rosa	\$25,000	1
Straus Family Creamery	Z9524	Rohnert Park	\$20,000	1
Vulcan Materials Co. dba Shamrock Materials	E4661	Petaluma	\$4,000	1

Total Violations Closed: 4

Company Address Outside of the Bay Area

Site Name	Site #	City	Total Penalty	# of Violations Closed
SAK Construction LLC	FB921	Rocklin	\$10,000	2

Total Violations Closed: 2

BAY AREA AIR DISTRICT
Memorandum

To: Chairperson Lynda Hopkins and Members
of the Board of Directors

From: Philip M. Fine
Executive Officer/APCO

Date: May 7, 2025

Re: Notices of Violations Issued and Settlements in Excess of \$10,000 in the
Month of March 2025

RECOMMENDED ACTION

None; informational item only, no action is requested at this time.

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 penalties collected are recorded in the Air District's General Fund. A portion of the penalty funds may be expended in accordance with the Community Benefits Penalty Funds Policy adopted by the Board of Directors on May 1, 2024.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Alexander G. Crockett

ATTACHMENT(S):

1. NOVs Issued and Settlements in Excess of \$10,000 - March 2025

NOTICES OF VIOLATIONS ISSUED

The following Notice(s) of Violation(s) were issued in March 2025:

Alameda						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
All Star Gas	S700286	Oakland	A62714A	3/18/25	8-7-503.1	Gas Dispensing Facility Violation
ARCO Facility #03001	C0771	Hayward	A60665A	3/20/25	2-1-307	Permit Requirement/Condition Violation
Chapel of the Chimes Memorial Park & Funeral Home	A8399	Hayward	A65156A	3/19/25	2-1-307	Permit Requirement/Condition Violation
City Of Hayward, Facilities Division	A2422	Hayward	A65154A	3/18/25	2-1-302	No Permit to Operate
City Of Hayward, Facilities Division	A2422	Hayward	A65155A	3/18/25	2-1-302	No Permit to Operate
Envision Cold	S770966	Oakland	A61944A	3/14/25	2-1-302	No Permit to Operate
Herc Rentals	C0864	Berkeley	A63377A	3/18/25	8-7-301.5	Gas Dispensing Facility Violation
Lano Yau/Design By Lano	S770757	Oakland	A63373A	3/10/25	11-2-401.5	Asbestos Violation
Las Positas Shell #135444	C8844	Livermore	A62113A	3/19/25	8-7-308	Gas Dispensing Facility Violation
Montague Company	A4189	Hayward	A65153A	3/10/25	2-1-302	No Permit to Operate
Tesla, Inc.	A1438	Fremont	A64768A	3/6/25	2-6-307	Title V Permit Requirement/Condition Violation
Type Five Inc.	S770932	Berkeley	A63375A	3/13/25	11-2-401.5	Asbestos Violation
Washington Hospital	A0792	Fremont	A64769A	3/20/25	9-7-307.5	Boiler Emissions Violation

Washington Hospital	A0792	Fremont	A64770A	3/20/25	9-7-307.5	Boiler Emissions Violation
Washington Hospital	A0792	Fremont	A64771A	3/26/25	9-7-307.2	Boiler Emissions Violation

Contra Costa						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
All Star Gasoline	C7695	Concord	A64731A	3/13/25	2-1-307	Permit Requirement/Condition Violation
All Star Gasoline	C7695	Concord	A64732A	3/13/25	8-7-314	Gas Dispensing Facility Violation
C&H Sugar Company Inc.	B1911	Crockett	A62697A	3/4/25	2-1-301	No Authority to Construct and No Permit to Operate
C&H Sugar Company Inc..	B1911	Crockett	A62697B	3/4/25	2-1-302	No Authority to Construct and No Permit to Operate
Chevron Products Company	A0010	Richmond	A62962A	3/6/25	2-6-307	Title V Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A63982A	3/17/25	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A63983A	3/17/25	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A63984A	3/17/25	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A63985A	3/17/25	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A63986A	3/17/25	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A63987A	3/17/25	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A92656A	3/4/25	2-6-307	Title V Permit Requirement/Condition Violation
Corteva Agriscience - Pittsburg	A0031	Pittsburg	A60775A	3/19/25	2-6-307	Title V Permit Requirement/Condition Violation

Operations						
Corteva Agriscience - Pittsburgh Operations	A0031	Pittsburg	A60776A	3/19/25	2-6-307	Title V Permit Requirement/Condition Violation
Corteva Agriscience - Pittsburgh Operations	A0031	Pittsburg	A60777A	3/19/25	2-6-307	Title V Permit Requirement/Condition Violation
Corteva Agriscience - Pittsburgh Operations	A0031	Pittsburg	A65278A	3/19/25	2-6-307	Title V Permit Requirement/Condition Violation
Corteva Agriscience - Pittsburgh Operations	A0031	Pittsburg	A65279A	3/19/25	2-6-307	Title V Permit Requirement/Condition Violation
Corteva Agriscience - Pittsburgh Operations	A0031	Pittsburg	A65280A	3/19/25	2-6-307	Title V Permit Requirement/Condition Violation
Lone Tree Gas & Food	C1124	Antioch	A62112A	3/14/25	8-7-302.3	Gas Dispensing Facility Violation
Martinez Refining Company LLC	A0011	Martinez	A64821A	3/25/25	2-6-307	Permit Requirement/Condition Violation
Martinez Refining Company LLC	A0011	Martinez	A64821B	3/25/25	10	Code of Federal Regulation Violation
Martinez Refining Company LLC	A0011	Martinez	A64821C	3/25/25	10	Code of Federal Regulation Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A62986A	3/24/25	2-6-307	Title V Permit Requirement/Condition Violation
Tesoro Refining & Marketing Company, LLC	B2758	Martinez	A61973A	3/11/25	2-1-307	Permit Requirement/Condition Violation
Tesoro Refining & Marketing Company, LLC	B2758	Martinez	A61973B	3/11/25	40 CFR 63.670(d)(2)	Code of Federal Regulation Violation
West Contra Costa County Landfill	A1840	Richmond	A65178A	3/26/25	2-6-307	Title V Permit Requirement/Condition Violation
West Contra Costa County Landfill	A1840	Richmond	A65179A	3/26/25	2-1-307	Permit Requirement/Condition Violation

West Contra Costa County Landfill	A1840	Richmond	A65181A	3/26/25	2-1-307	Permit Requirement/Condition Violation
West Contra Costa County Landfill	A1840	Richmond	A65182A	3/26/25	2-1-307	Permit Requirement/Condition Violation
West Contra Costa County Landfill	A1840	Richmond	A65183A	3/27/25	2-6-307	Title V Permit Requirement/Condition Violation
West Contra Costa County Landfill	A1840	Richmond	A65183B	3/27/25	8-34-301.1	Landfill Violation
West Contra Costa County Landfill	A1840	Richmond	A65184A	3/27/25	2-6-307	Title V Permit Requirement/Condition Violation
West Contra Costa County Landfill	A1840	Richmond	A65184B	3/27/25	8-34-301.1	Landfill Violation
West Contra Costa County Landfill	A1840	Richmond	A65185A	3/27/25	2-6-307	Title V Permit Requirement/Condition Violation
West Contra Costa County Landfill	A1840	Richmond	A65185B	3/27/25	8-34-301.1	Landfill Violation
West Contra Costa County Landfill	A1840	Richmond	A65186A	3/27/25	2-6-307	Title V Permit Requirement/Condition Violation
West Contra Costa County Landfill	A1840	Richmond	A65186B	3/27/25	8-34-301.1	Landfill Violation

Napa						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Napa-Vallejo Waste Management Authority	A9183	Napa	A61526A	3/4/25	8-34-301.1	Landfill Violation

San Francisco						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Jaguar Land Rover San Francisco	C7046	San Francisco	A63199A	3/13/25	2-1-307	Permit Requirement/Condition Violation
Lincoln 76	D0201	San Francisco	A63653A	3/25/25	8-7-301.5	Gas Dispensing Facility Violation

San Mateo						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Central Concrete Supply, Inc.	A1918	South San Francisco	A60983A	3/6/25	2-1-301	No Authority to Construct and No Permit to Operate
Central Concrete Supply, Inc.	A1918	South San Francisco	A60983B	3/6/25	2-1-302	No Authority to Construct and No Permit to Operate
City of Daly City Corp. Yard	C0137	Daly City	A62940A	3/14/25	8-7-302.1	Gas Dispensing Facility Violation
Marsh Road Shell	D0344	Menlo Park	A62941A	3/20/25	8-7-302.3	Gas Dispensing Facility Violation
Marsh Road Shell	D0344	Menlo Park	A62941B	3/20/25	8-7-301.5	Gas Dispensing Facility Violation
Mayfair 76	C9363	Daly City	A63654A	3/26/25	8-7-301.5	Gas Dispensing Facility Violation
Mayfair 76	C9363	Daly City	A63654B	3/26/25	8-7-302.3	Gas Dispensing Facility Violation
Pablo's Auto Body	S770605	San Mateo	A60984A	3/6/25	2-1-301	No Authority to Construct and No Permit to Operate
Pablo's Auto Body	S770605	San Mateo	A60984B	3/6/25	2-1-302	No Authority to Construct and No Permit to Operate
Sullivan Valero	D0514	Daly City	A63200A	3/20/25	2-1-307	Permit Requirement/Condition Violation
Sullivan Valero	D0514	Daly City	A63200B	3/20/25	8-7-302.4	Gas Dispensing Facility Violation
Sullivan Valero	D0514	Daly City	A63200C	3/20/25	8-7-302.3	Gas Dispensing Facility Violation

Santa Clara						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
ARCO Facility #02082 - Capitol Petroleum	C7629	Santa Clara	A64878A	3/19/25	8-7-302.3	Gas Dispensing Facility Violation

BW Jackson, Inc.	C8173	Santa Clara	A64171A	3/11/25	2-1-307	Permit Requirement/Condition Violation
Campbell Corner Store	C7649	Campbell	A64176A	3/17/25	8-7-302.3	Gas Dispensing Facility Violation
Chevron	C6785	San Jose	A64173A	3/14/25	8-7-301.5	Gas Dispensing Facility Violation
City Gas California, LLC	C9037	Milpitas	A64845A	3/20/25	2-1-302	No Permit to Operate
City of Gilroy	B7082	Gilroy	A64236A	3/18/25	2-1-302	No Permit to Operate
City of Milpitas Fleet Maintenance	C8471	Milpitas	A64842A	3/14/25	8-7-302.3	Gas Dispensing Facility Violation
City of San Jose DPT of Trans: Zanker Rd Biofilter	A7713	San Jose	A64362A	3/17/25	2-1-302	No Permit to Operate
City of Sunnyvale Water Pollution Control	A0733	Sunnyvale	A64222A	3/26/25	2-6-307	Title V Permit Requirement/Condition Violation
City of Sunnyvale Water Pollution Control	A0733	Sunnyvale	A64223A	3/26/25	2-6-307	Title V Permit Requirement/Condition Violation
City of Sunnyvale Water Pollution Control	A0733	Sunnyvale	A64224A	3/26/25	9-8-503	Boiler Emissions Violation
City of Sunnyvale Water Pollution Control	A0733	Sunnyvale	A64225A	3/26/25	9-8-503	Boiler Emissions Violation
De Nguyen	S771492	San Jose	A64172A	3/13/25	11-2-401.5	Asbestos Violation
Freeman Finishing	B4818	San Jose	A63346A	3/24/25	2-1-307	Permit Requirement/Condition Violation
Freeman Finishing	B4818	San Jose	A63349A	3/24/25	2-1-307	Permit Requirement/Condition Violation
GKW Architects Inc. (Attn. Gordon Wong)	S771467	Campbell	A64846A	3/27/25	11-2-401.5	Asbestos Violation
Guadalupe Rubbish Disposal	A3294	San Jose	A64238A	3/7/25	8-34-301.1	Landfill Violation

Homestead 76	C9323	Cupertino	A64174A	3/14/25	8-7-301.5	Gas Dispensing Facility Violation
Kirby Canyon Recycling and Disposal Facility	A1812	Morgan Hill	A64239A	3/7/25	8-34-301.1	Landfill Violation
North Capitol Ave Valero	D0522	San Jose	A64843A	3/20/25	8-7-302.3	Gas Dispensing Facility Violation
Petro Fuel	C9843	Santa Clara	A64177A	3/17/25	8-7-302.3	Gas Dispensing Facility Violation
Petro Fuel	C9843	Santa Clara	A64177B	3/17/25	8-7-301.6	Gas Dispensing Facility Violation
Petro Fuel	C9843	Santa Clara	A64177C	3/17/25	8-7-301.5	Gas Dispensing Facility Violation
San Carlos 76	C4113	San Jose	A64170A	3/11/25	2-1-307	Permit Requirement/Condition Violation
Shoreline Amphitheatre	A2561	Mountain View	A60949A	3/3/25	2-6-307	Title V Permit Requirement/Condition Violation
We Fuel Inc.	C7830	Mountain View	A62942A	3/20/25	2-1-302	No Permit to Operate
Wei Li	S770425	Cupertino	A64169A	3/3/25	11-2-401.3	Asbestos Violation

Solano						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Valero Refining Company - California	B2626	Benicia	A63880A	3/3/25	2-1-307	Permit Requirement/Condition Violation
Valero Refining Company - California	B2626	Benicia	A63881A	3/3/25	2-1-307	Permit Requirement/Condition Violation
Valero Refining Company - California	B2626	Benicia	A63882A	3/3/25	2-1-307	Permit Requirement/Condition Violation
Valero Refining Company - California	B2626	Benicia	A63883A	3/3/25	2-1-307	Permit Requirement/Condition Violation
Valero Refining Company - California	B2626	Benicia	A63884A	3/3/25	2-1-307	Permit Requirement/Condition Violation

Valero Refining Company - California	B2626	Benicia	A63885A	3/3/25	2-1-307	Permit Requirement/Condition Violation
Valero Refining Company - California	B2626	Benicia	A63886A	3/3/25	2-1-307	Permit Requirement/Condition Violation
Valero Refining Company - California	B2626	Benicia	A63887A	3/13/25	2-6-307	Title V Permit Requirement/Condition Violation
Valero Refining Company - California	B2626	Benicia	A63887B	3/13/25	6-1-310	Visible Emissions Violation
Valero Refining Company - California	B2626	Benicia	A63888A	3/24/25	8-5-303.2	Storage Tank Violation
Vision Recycling Benicia	B3384	Benicia	A63607A	3/6/25	2-1-301	No Authority to Construct and No Permit to Operate
Vision Recycling Benicia	B3384	Benicia	A63607B	3/6/25	2-1-302	No Authority to Construct and No Permit to Operate

Sonoma						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
BoDean Recycle Plant	E5248	Windsor	A62393A	3/24/25	2-1-301	No Authority to Construct and No Permit to Operate
BoDean Recycle Plant	E5248	Windsor	A62393B	3/24/25	2-1-302	No Authority to Construct and No Permit to Operate
Hunt And Behrens, Inc.	A1889	Petaluma	A62498A	3/19/25	9-7-506	Boiler Emissions Violation
Universal Excavation Co.	S770647	Sebastopol	A62713A	3/6/25	11-2-401.5	Asbestos Violation

Company Address Outside of the Bay Area						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Summit Hotel Properties Inc.	S771200	Austin	A64844A	3/20/25	11-2-303.8	Asbestos Violation

SETTLEMENTS FOR \$10,000 OR MORE REACHED

There was 1 settlement for \$10,000 or more completed in February 2025.

- 1) On February 5, 2025, the Air District reached a settlement with San Jose Evergreen Community College District for \$20,000, regarding the allegations contained in the following 1 Notice of Violation:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A62641A	5/25/23	6/4/20	9-7-307.1	Boiler Emissions Violation

There were 2 settlements for \$10,000 or more completed in March 2025.

- 1) On March 11, 2025, the Air District reached a settlement with Wyant & Smith Crematory for \$14,000, regarding the allegations contained in the following 1 Notice of Violation:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A60946A	6/10/24	11/14/23	2-1-307	Permit Requirement/Condition Violation

- 2) On March 27, 2025, the Air District reached a settlement with the City of Santa Clara for \$15,000, regarding the allegations contained in the following 4 Notices of Violations:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A61643A	3/8/23	1/26/23	8-34-301.1	Landfill Violation
A61647A	9/29/23	9/25/23	8-34-301.2	Landfill Violation
A61649A	10/27/23	9/8/223	8-34-301.1	Landfill Violation
A64208A	3/7/24	12/24/23	8-34-301.1	Landfill Violation
A61643A	3/8/23	1/26/23	8-34-301.1	Landfill Violation

BAY AREA AIR DISTRICT
Memorandum

To: Chairperson Lynda Hopkins and Members
of the Board of Directors

From: Philip M. Fine
Executive Officer/APCO

Date: May 7, 2025

Re: Personnel Out-of-State Business Travel Report for March 2025

RECOMMENDED ACTION

No action is requested at this time.

BACKGROUND

Section 1.1.3 of the Air District's Employee Travel and Business Expense Policy (Policy) requires notification to the Board of Directors of Air District personnel who have traveled on out-of-state business. The monthly out-of-state business travel report is presented at the first regular Board meeting following travel completion.

DISCUSSION

In accordance with Section 1.1.3 of the Policy, the Board of Directors is hereby notified of Air District personnel who have traveled on out-of-state business. This report covers out-of-state business travel for the month of March 2025.

The following out-of-state business travel activities occurred in the month of March 2025:

American Council for an Energy-Efficient Economy's Hot Water & Hot Air Forum, Portland, Oregon, March 3-5, 2025 attendees:

- Richard Chien, Advanced Projects Advisor, Planning and Climate Protection
- Eric Lara, Senior Air Quality Specialist, Rules & Strategic Policy

U.S. Environmental Protection Agency Residential Wood Smoke Training Workshop, Denver, Colorado, March 10-13, 2025 attendee:

- Julia Luongo, Ph.D., Principal Air Quality Specialist, Rules & Strategic Policy

U.S. Environmental Protection Agency Air Sensors Workshop, Research Triangle Park, North Carolina, March 16-20, 2025 attendees:

- Michael Flagg, Principal Air Quality Specialist, Meteorology & Measurement
- Kate Hoag, Ph.D., Assistant Manager, Meteorology & Measurement

Transform Conference, Las Vegas, Nevada, March 17-20, 2025 attendee:

- Lewis Letang, Senior Human Resources Analyst, Human Resources Office

MissionSquare Client Advisory Forum, Washington, District of Columbia, March 17-21, 2025 attendee:

- Ralph Borrmann, Public Information Officer II, Communications Office

BUDGET CONSIDERATION/FINANCIAL IMPACT

All associated business travel-related costs are covered by the respective division's Fiscal Year Ending 2025 Budget.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Michelle Hutson
Reviewed by: Stephanie Osaze

ATTACHMENT(S):

None

BAY AREA AIR DISTRICT
Memorandum

To: Chairperson Lynda Hopkins and Members
of the Board of Directors

From: Philip M. Fine
Executive Officer/APCO

Date: May 7, 2025

Re: Authorization for Board Members to Attend the Air District's Washington, D.C.
Advocacy Trip

RECOMMENDED ACTION

Authorize Board Chairperson Lynda Hopkins and Vice-Chairperson Vicki Veenker to attend the Air District's Washington, D.C. Advocacy Trip from May 18, 2025, to May 21, 2025, pursuant to the Air District's Administrative Code and Meeting Compensation and Expense Reimbursement Policy (Travel Policy). With authorization by the Board, Chairperson Hopkins and Vice-Chairperson Veenker will be eligible for compensation and expense reimbursement pursuant to the Travel Policy and related provisions of the Administrative Code.

BACKGROUND

Members of the Board of Directors must receive authorization from the Board in order to be eligible for compensation and expense reimbursement for out-of-state travel to meetings and other events on behalf of the Board. (See Administrative Code §§ 2.9(a) & 2.10; Travel Policy § 1.1.3.) With Board authorization, members are eligible to receive compensation at the Board's standard rate of \$100 per meeting (up to \$200 per day) for attendance at meetings, plus reimbursement for travel expenses.

Section 1.1.3 of the Travel Policy provides that the Chairperson of the Board shall nominate Board members to attend such meetings for approval by the Board of Directors in consultation with the APCO. The Travel Policy further provides that the Chairperson and Vice-Chairperson shall have priority to represent the Air District at such events.

DISCUSSION

The Air District has missed previous federal advocacy opportunities to share the good work of the Air District, learn about the future initiatives of our federal partners, and explore how the Air District's goals align with the goals and objectives of federal agencies.

With this consideration, the Air District will greatly benefit from Chairperson Hopkins and Vice-Chairperson Veenker's participation in this Washington, D.C. Advocacy Trip. The Chairperson and Vice-Chairperson will have the opportunity, together with Air District staff, to build relationships with and learn from federal agency leaders working in air quality, climate and public health. It is a continued opportunity to share the work of the Air District with partners in this work.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Costs to attend and participate in this trip, including travel expenses and compensation for meeting attendance, are estimated at \$9,000. Funds to cover these costs are included in the Fiscal Year Ending 2025 budget for the Board of Directors, Program 121.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Aloha de Guzman
Reviewed by: Philip M. Fine

ATTACHMENT(S):

None

BAY AREA AIR DISTRICT
Memorandum

To: Chairperson Lynda Hopkins and Members
of the Board of Directors

From: Philip M. Fine
Executive Officer/APCO

Date: May 7, 2025

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

RECOMMENDED ACTION

Authorize the Executive Officer/APCO to execute an amendment to a contract with Trinity Consultants (Contract No. 2023.122) to:

1. Increase the total not-to-exceed amount of the agreement by \$1,950,086, from \$2,915,240 to \$4,865,326; and
2. Extend the contract end date from July 1, 2025 to June 30, 2026.

This amendment will provide continued maintenance and operation of air sampling sites and development of additional sites.

BACKGROUND

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

DISCUSSION

In 2023, the Air District sought a qualified contractor to maintain and operate all aspects of the network of air sampling sites and to develop additional sites, as required. A Request For Qualifications was open from May 10, 2023, through May 26, 2023, and was posted on the Air District website and shared with our bidders list (120 vendors).

Two Air District staff members evaluated the single submission based on the following criteria: comprehension of and ability to provide services to the Air District; experience of firm; quality and diversity of work product; demonstrated knowledge of Air District activities; number, complexity, and nature of similar services provided by firm; and

proposed fee structure. Based on this review, Air District staff deemed the current contractor, Trinity Consultants, to be highly qualified to continue operating the BioWatch network. T&B Systems (now a business unit under Trinity Consultants) has been operating the Air District BioWatch network since its inception in 2002 and has the experience and staff needed to operate the current network of 32 sites throughout the Bay Area.

On June 21, 2023, the Board approved a one-year contract for \$1,434,665 with Trinity Consultants, to perform field operation and maintenance of the BioWatch sampling network. On April 3, 2024, the Board approved a one-year contract amendment for \$1,480,575 with Trinity Consultants, raising the contract value to \$2,915,240. Based on satisfactory performance for the prior fiscal year, Air District staff are proposing to continue this contract for another year, from July 1, 2025 through June 30, 2026, with a second contract amendment that increases the contract amount by \$1,950,086. After Board approval of the second contract amendment, the new contract value will be \$4,865,326.

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

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for the contract amendment recommendation is provided by a grant from the Department of Homeland Security and will be included in the Program 809 budget for Fiscal Year Ending 2026, if federal funding is authorized by United States Congress.

Prepared by: Daniel Meer
Reviewed by: Ranyee Chiang

ATTACHMENT(S):

1. Trinity Consultants 2023.122
2. Trinity Consultants 2023.122 Amendment 1
3. Draft Trinity Consultants 2023.122 Amendment 2

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

PROFESSIONAL SERVICES CONTRACT

CONTRACT NO. 2023.122

1. **PARTIES** – The parties to this Contract (“Contract”) are the Bay Area Air Quality Management District (“DISTRICT”) whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and **Trinity Consultants, Inc.** (“CONTRACTOR”) whose address is 12700 Park Central Drive, Suite 600, Dallas, Texas 75251.
2. **RECITALS**
 - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for services described in the Scope of Work, attached hereto as Attachment A and made a part hereof by this reference. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the services.
 - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
3. **PERFORMANCE REQUIREMENTS**
 - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
 - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
 - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
 - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
 - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
 - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraphs A-E above.
4. **TERM** – The term of this Contract is from July 1, 2023 to June 30, 2024, unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.

5. TERMINATION

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

6. INSURANCE

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

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

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

7. INDEMNIFICATION

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

8. PAYMENT

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

- iii) DISTRICT shall pay CONTRACTOR within thirty (30) calendar days after approval by DISTRICT of an itemized invoice. The DISTRICT will approve or deny submitted invoices within thirty (30) calendar days of submission.
 - D. The total amount for which DISTRICT may be held liable for the performance of services specified in this Contract shall not exceed \$1,434,665.
9. DISPUTE RESOLUTION – A party that disputes a notice of breach must first seek mediation to resolve the dispute in accordance with the provisions set forth below.
- A. Upon receipt of a notice of breach of contract, the party may submit a demand for mediation to resolve whether or not a breach occurred. The party must state the basis of the dispute and deliver the demand within ten (10) business days of the date of receipt of the notice of breach.
 - B. The mediation shall take place at DISTRICT’s office at 375 Beale Street, Suite 600, San Francisco, or at such other place as may be mutually agreed upon by the parties and the mediator.
 - C. The parties shall make good faith efforts to hold the mediation within thirty (30) days after receipt of the demand for mediation.
 - D. Each party shall bear its own mediation costs.
 - E. In the event the parties are unable to resolve the dispute, either party may file an action in a court of competent jurisdiction to enforce the Contract.
 - F. Maximum recovery under this section shall be limited to \$1,434,665. The mediation costs shall not reduce the maximum amount recoverable under this section.
10. NOTICES – All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail, facsimile, or regular first class mail. In the case of e-mail and facsimile communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. E-mail and facsimile communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. pacific time. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

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

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

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

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

12. EMPLOYEES OF CONTRACTOR

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

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

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

- F. Prevent access to such materials by a person or entity not authorized under this Contract.
 - G. Establish specific procedures in order to fulfill the obligations of this section.
14. INTELLECTUAL PROPERTY RIGHTS – Title and full ownership rights to all intellectual property developed under this Contract shall at all times remain with DISTRICT, unless otherwise agreed to in writing.
15. PUBLICATION
- A. DISTRICT shall approve in writing any report or other document prepared by CONTRACTOR in connection with performance under this Contract prior to dissemination or publication of such report or document to a third party. DISTRICT may waive in writing its requirement for prior approval.
 - B. Until approved by DISTRICT, any report or other document prepared by CONTRACTOR shall include on each page a conspicuous header, footer, or watermark stating “DRAFT – Not Reviewed or Approved by BAAQMD,” unless DISTRICT has waived its requirement for prior approval pursuant to paragraph A of this section.
 - C. Information, data, documents, or reports developed by CONTRACTOR for DISTRICT, pursuant to this Contract, shall be part of DISTRICT’s public record, unless otherwise indicated. CONTRACTOR may use or publish, at its own expense, such information, provided DISTRICT approves use of such information in advance. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract:

“This report was prepared as a result of work sponsored, paid for, in whole or in part, by the Bay Area Air Quality Management District (District). The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of the District. The District, its officers, employees, contractors, and subcontractors make no warranty, expressed or implied, and assume no legal liability for the information in this report.”
 - D. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and shall require compliance with the above.
16. NON-DISCRIMINATION – In the performance of this Contract, CONTRACTOR shall not discriminate in its recruitment, hiring, promotion, demotion, and termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, medical condition, or physical or mental disability and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code sections 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts. CONTRACTOR shall also require each subcontractor performing work in connection with this Contract to comply with this section and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.
17. PROPERTY AND SECURITY – Without limiting CONTRACTOR’S obligations with regard to security, CONTRACTOR shall comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT’s premises.

18. ASSIGNMENT – No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Contract to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.
19. WAIVER – No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Contract shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a party to enforce performance by the other party of any term, covenant, or condition of this Contract, and the failure of a party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.
20. ATTORNEYS' FEES – In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.
21. FORCE MAJEURE – Neither DISTRICT nor CONTRACTOR shall be liable for or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the services, or other causes, except financial, that are beyond the reasonable control of DISTRICT or CONTRACTOR, for a period of time equal to the period of such force majeure event, provided that the party failing to perform notifies the other party within fifteen calendar days of discovery of the force majeure event, and provided further that that party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to party's own action or inaction, then such cause shall not excuse that party from performance under this Contract.
22. SEVERABILITY – If a court of competent jurisdiction holds any provision of this Contract to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.
23. HEADINGS – Headings on the sections and paragraphs of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
24. COUNTERPARTS/FACSIMILES/SCANS – This Contract may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same contract. The parties may rely upon a facsimile copy or scanned copy of any party's signature as an original for all purposes.
25. GOVERNING LAW – Any dispute that arises under or relates to this Contract shall be governed

by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Contract, including mediation, shall be San Francisco, California.

26. ENTIRE CONTRACT AND MODIFICATION – This Contract represents the final, complete, and exclusive statement of the agreement between the parties related to CONTRACTOR providing services to DISTRICT and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Contract may only be amended by mutual agreement of the parties in writing and signed by both parties.
27. SURVIVAL OF TERMS – The provisions of sections 7 (Indemnification), 13 (Confidentiality), 14 (Intellectual Property Rights), and 15 (Publication) shall survive the expiration or termination of this Contract.
28. SUPERSEDING FEDERAL FUNDING REQUIREMENTS
- A. This Contract is subject to the Department of Homeland Security (DHS) Terms and Conditions for the applicable fiscal year for which this contract is in effect and is incorporated herein by reference. DHS Terms and Conditions are linked here: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>. In the event of any inconsistency between the Contract and the DHS Terms and Conditions, the DHS Terms and Conditions for the applicable year shall govern. All references to "recipients" or "sub-recipients" in the DHS Terms and Conditions shall be deemed refer to as "CONTRACTOR."
- B. Clean Air Act and the Federal Water Pollution Control Act. CONTRACTOR and subcontractor agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). CONTRACTOR and subcontractor agree to report violations of applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387) to the DISTRICT, the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). CONTRACTOR and subcontractor agree and understand that DISTRICT may report violations of applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) by CONTRACTOR or subcontractor to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- C. Debarment and Suspension Certification
- i) CONTRACTOR's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that CONTRACTOR or any person associated therewith in the capacity of owner, partner, director, officer or manager:
- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - Does not have a proposed debarment pending; and


- d. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
 - ii) Any exceptions to this certification must be disclosed to DISTRICT. Exceptions will not necessarily result in denial of recommendation for award or termination of Contract, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- D. Byrd Anti-Lobbying Certification
- i) CONTRACTOR's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that CONTRACTOR certifies, to the best of its knowledge and belief, that:
 - a. No State, Federal, or Customer appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this Contract, or with the extension, continuation, renewal, amendment, or modification of this Contract.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Contract, CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - ii) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
 - iii) CONTRACTOR also agrees that by signing this Contract it shall require that the language of this certification be included in all lower tier subcontracts, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

TRINITY CONSULTANTS, INC.

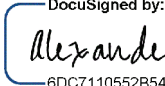
By:  7314B577922A46A...
Philip M. Fine
Executive Officer/APCO

By:  Paul Greywall
Paul Greywall
CEO

Date: 7/31/2023

Date: 7/18/2023

Approved as to form:
District Counsel

By:  6DC7110552B5451...
Alexander Crockett
District Counsel

ATTACHMENT A

SCOPE OF WORK

CONTRACTOR shall maintain and operate all aspects of a San Francisco Bay Area network of air sampling sites, and develop additional sites, as required, to meet the needs of DISTRICT. The air monitoring network is operated pursuant to the Department of Homeland Security's (DHS) BioWatch Program and in accordance with the latest Standard Operational Procedures (SOP) for BioWatch Field Operations. There are currently 32 sites in the air sampling network which operates 24 hours a day, 365 days a year.

CONTRACTOR shall be responsible for the tasks described below for the air sampling network. The actual order of the tasks will depend upon the pace of each individual task. DISTRICT will review and, if necessary, revise the work plan and schedule to ensure work progresses in accordance with DISTRICT priorities and DHS requirements.

Task 1: Operate and maintain all aspects of the current air sampling network

1. Daily delivery of all filters to the designated laboratory by the deadline assigned by the laboratory (currently 9:00 am);
2. Expeditiously maintain and repair all equipment associated with the BioWatch Program;
3. Perform all required quality assurance/quality control (QA/QC) and data processing as outlined in the latest SOP; and
4. Provide a summary of activities, progress, and explanation of charges with every invoice, and upon request by the DISTRICT, to keep the DISTRICT informed of all developments within the air sampling network.

Task 2: Develop additional sites throughout the Bay Area to meet the requirements of the DISTRICT

1. Provide sites and contacts responsible for securing leases or licenses for sites as defined by DISTRICT supplied maps and siting information; and
2. Collaborate and coordinate with DISTRICT to ensure that new sites are developed, leases or licenses are signed, and instrumentation deployed as required by the DISTRICT.

Task 3: Incorporate new sites into the air sampling network as they become operational

1. Incorporate all new sites into the existing air sampling network; and
2. Maintain compliance with Task 1, above, for all new sites.

DISTRICT Responsibilities:

1. Maintain and sign all leases and licenses for all sites;
2. Provide all documentation and information to allow the contractor to properly perform required tasks;
3. Act as an intermediary between involved governmental agencies, landlords, and the contractor;
4. Provide project and budgetary oversight;
5. Provide periodic updates on funding;
6. Provide all DHS and other applicable SOPs necessary to maintain the air sampling network in accordance with all requirements, or provide appropriate contacts at DHS to ensure compliance with requirements;

7. Provide DHS maps and information necessary to properly establish additional sampling locations; and
8. Pay all rents and meet all requirements needed to obtain and retain sites, as appropriate.

ATTACHMENT B

COST SCHEDULE

Billing Rate:

DISTRICT will pay CONTRACTOR for services provided under this Contract at the hourly rates listed in the table below.

Staff	Position	Hourly Rate
David Bush	Program Manager	\$235
Nicole Mazar	Field Manager	\$121
Amanda Lucero	Filter Specialist	\$71
Technician (more than 5 years of experience)	Technician II	\$63
Technician (less than 5 years of experience)	Technician I	\$47
Administrative Manager	Administrative Manager	\$75

Direct Costs and Expenses:

DISTRICT will also reimburse CONTRACTOR for reasonable and necessary expenses incurred in conjunction with the work performed under this Contract (e.g., hardware parts and supplies), including reasonable travel expenses in accordance with the DISTRICT's travel reimbursement policy attached hereto as Attachment C, and any administrative costs and expenses (e.g., rent and utility costs for office space). Reimbursable expenses such as project specific supplies and materials will be charged at cost. CONTRACTOR's invoices shall include a line item reflecting all direct costs and expenses.

Payments will be made in accordance with Section 8, Payment, of this Contract.

Total Cost of Contract Not to Exceed: \$1,434,665

ATTACHMENT C



Contractor Travel Policy

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

GUIDELINES

Making Travel Arrangements

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

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

2. Supporting documentation shall be provided for travel-related expenses in accordance with the following requirements:

- **Airfare, Car Rentals, Lodging** – Bills for actual expenses incurred.
- **Meals** – Meals billed in excess of \$25.00 each day require receipts or other supporting documentation for the total amount of the bill to be approved by the DISTRICT.
- **Other Travel Related Expenses** – Receipts are required for all individual items in excess of twenty five dollars (\$25.00).

3. Travel Time Charging

- Contractor employees (and subcontractors) are to record hours actually worked (those in which a benefit to the DISTRICT was provided during travel) when traveling on business for the firm. This normally will not include all hours during travel, except when all travel is within the normal business day (8:00 AM – 5:00 PM). If travel is on a normal business day, then travel will be arranged for morning or evening so as to minimize travel during working hours (8:00 AM – 5:00 PM) and maximize on-site time on the day of travel. Time that is incurred because of personal preference or combining personal travel with business is not to be charged.

AMENDMENT NO. 1 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2023.122

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, April 3, 2024, and consists of eight (8) pages.

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **Trinity Consultants, Inc.** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract to maintain and operate all aspects of the San Francisco Bay Area network of air sampling sites in accordance with the Department of Homeland Security's BioWatch Program (the "Contract"), which Contract was executed on behalf of CONTRACTOR on July 18, 2023, and on behalf of DISTRICT on July 31, 2023.
2. The PARTIES seek to amend the term, the total maximum cost, and terms and conditions of the Contract because the DISTRICT seeks to have CONTRACTOR continue to provide the services prescribed in the Contract and CONTRACTOR desires to continue to provide those services.
3. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR amend the above-entitled Contract as follows:

TERMS AND CONDITIONS OF CONTRACT AMENDMENT:

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 4, "Term." The term of the Contract shall be extended so that the termination date of the Contract is now June 30, 2025.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, "Payment," of the Contract to replace "\$1,434,665" with "\$2,915,240," to reflect that the total amount for which DISTRICT will pay or may be held liable for the performance of all work pursuant to the Contract, from the date of execution of the Contract up to and including June 30, 2025, is \$2,915,240.
3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$1,434,665" with "\$2,915,240," to reflect that the maximum recovery under this section of the Contract shall be \$2,915,240.

4. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 28, "Superseding Federal Funding Requirements," of the Contract to add the following new paragraphs E, F, G, and H to the end of the section:

E. DAVIS-BACON ACT COMPLIANCE

- i) To the extent required by any Federal grant programs applicable to expected funding or reimbursement of DISTRICT's expenses incurred in connection with the services provided under the Contract, CONTRACTOR agrees to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) as set forth below. These requirements are in addition to the requirements set forth in the Contract.
- ii) CONTRACTOR shall be bound to the provisions of the Davis-Bacon Act and agrees to be bound by all the provisions of Labor Code section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>.

F. ANTI-KICKBACK ACT COMPLIANCE

- i) CONTRACTOR agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3), as may be applicable, which are incorporated by reference into the Contract.
- ii) CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as DHS may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii) A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor or subcontractor as provided in 29 C.F.R. § 5.12.

G. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- i) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek, in which he or she is employed on such work, to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one (1) and one-half (1/2) the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- ii) Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in (i) of this section CONTRACTOR and any

subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen or guards, employed in violation of the clause set forth in (i) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in (i) of this section.

- iii) Withholding for unpaid wages or liquidated damages: DISTRICT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in (ii) of this section.
- iv) Subcontracts: CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in (i) through (iv) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in G(i) through (iv) of this section.

H. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

- i) During the performance of the Contract, CONTRACTOR agrees as follows:
 - a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants

will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- c. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an 4 Revised 20150105 investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.
- d. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations,

or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. By this Contract Amendment, DISTRICT and CONTRACTOR amend the terms and conditions of the Contract by adding new Sections 29, 30, 31, 32, and 33 to the Contract which shall read as follows:

29. PUBLIC WORKS PROJECTS – CONTRACTOR shall obtain written approval from DISTRICT prior to performing any public works projects under this Contract and shall comply with Sections 30, 31, 32, and 33 below.
30. STATE STATUTORY REQUIREMENTS – Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair, and maintenance work performed under this Contract is subject to State prevailing wage laws. CONTRACTOR shall perform all work under this Contract in accordance with laws, statutes, the most recent building codes, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction over CONTRACTOR, DISTRICT, or the work, including, without limitation, the following:
 - A. CONTRACTOR and all subcontractors shall pay prevailing per diem wages and comply with all requirements of State of California Labor Code section 1770, and the applicable sections that follow, including section 1775.
 - B. CONTRACTOR shall keep, and cause all subcontractors to keep, accurate payroll records and comply with all requirements of State of California Labor Code section 1776.
 - C. CONTRACTOR shall comply, and cause all subcontractors to comply, with all requirements of State of California Labor Code sections 1777.5, 1777.6, and 1777.7 and State of California Code of Regulations, Title 8, section 200, and the applicable sections that follow, regarding apprentices.
 - D. CONTRACTOR shall not permit any worker to labor more than eight hours during any one day or more than 40 hours during any one calendar week, except as permitted by law and in accordance with conditions provided by law. CONTRACTOR shall forfeit to DISTRICT, as a penalty, \$25.00 for each worker employed in the execution of the Work by CONTRACTOR or any subcontractor, for each day during which each worker is required or permitted to work more than eight hours in any one day and 40 hours in any one calendar week in violation of the provisions of any law of the State of California. CONTRACTOR and each subcontractor shall keep, or cause to be kept, an accurate record showing the actual hours worked each day and each calendar week by each worker employed in connection with the Work, which record shall be kept open at all reasonable hours to the inspection of DISTRICT, its officers and agents, and to the inspection of the appropriate enforcement agency of the State of California.
31. LABOR CODE SECTION 1861 CERTIFICATION - In accordance with California Labor Code section 3700, CONTRACTOR is required to secure the payment of

compensation of its employees. By signing the Contract, CONTRACTOR certifies that:

“I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.”

32. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND ENFORCEMENT

- A. The Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). CONTRACTOR shall post job site notices, as prescribed by regulation. CONTRACTOR shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Contract.
- B. CONTRACTOR shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its certified payroll records to the Labor Commissioner of California and complying with any applicable enforcement by the DIR.
- C. Exemption from Registration Requirement for Small Projects
 - i. The law provides an exemption from the requirements for contractor/subcontractor DIR registration and awarding body project registration for projects and contracts of (a) \$25,000 or less when the project or contract is for construction, alteration, demolition, installation and repair, and (b) \$15,000 or less for maintenance work.
 - ii. Notwithstanding this exemption from the registration requirements, prevailing wage is still required for all public works projects over \$1,000. Contractors and subcontractors on small projects that are exempt from registration must still maintain certified payroll records, but do not need to submit the records to DIR during the term of the Contract.

33. AUDIT / INSPECTION OF RECORDS – Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and other duly authorized agents of the State of California for a period of three (3) years after final payment under this Contract. CONTRACTOR hereby agrees to make such records available during normal business hours for inspection, audit, and reproduction by any duly authorized agents of the State of California or DISTRICT. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized agents of the State of California or DISTRICT. All examinations and audits conducted under this section shall be strictly confined to those matters connected

with the performance of this Contract, including, but not limited to, the costs of administering this Contract.

- 6. By this Contract Amendment, DISTRICT and CONTRACTOR amend Attachment B, Cost Schedule, to replace “Total Cost of Contract Not to Exceed: \$1,434,665” where it appears with “Total Cost of Contract Not to Exceed: \$2,915,240.”
- 7. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

By:

DocuSigned by:

Philip M. Fine

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Philip M. Fine
Executive Officer/APCO

Date: 7/11/2024

TRINITY CONSULTANTS, INC.

By:

Paul Greywall

Paul Greywall
CEO

Date: May 1, 2024

Approved as to form:

By:

DocuSigned by:

Alexander Crockett

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Alexander G. Crockett
General Counsel

AMENDMENT NO. 2 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2023.122

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, April 7, 2025, and consists of three (3) pages.

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **Trinity Consultants, Inc.** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract to maintain and operate all aspects of the San Francisco Bay Area network of air sampling sites in accordance with the Department of Homeland Security's BioWatch Program (the "Contract"), which Contract was executed on behalf of CONTRACTOR on July 18, 2023, and on behalf of DISTRICT on July 31, 2023.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated April 3, 2024, for reference purposes only, to amend the term, total maximum cost, and terms and conditions of the Contract.
3. The PARTIES seek to amend the term, the total maximum cost, and Cost Schedule of the Contract because the DISTRICT seeks to have CONTRACTOR continue to provide the services prescribed in the Contract and CONTRACTOR desires to continue to provide those services.
4. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR amend the above-entitled Contract as follows:

TERMS AND CONDITIONS OF CONTRACT AMENDMENT:

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 4, "Term." The term of the Contract shall be extended so that the termination date of the Contract is now June 30, 2026.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, "Payment," of the Contract to replace "\$2,915,240" with "\$4,865,326," to reflect that the total amount for which DISTRICT will pay or may be held liable for the performance of all work pursuant to the Contract, from the date of execution of the Contract up to and including June 30, 2026, is \$4,865,326.

3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$2,915,240" with "\$4,865,326," to reflect that the maximum recovery under this section of the Contract shall be \$4,865,326.
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 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

TRINITY CONSULTANTS, INC.

By: _____
Dr. Philip M. Fine
Executive Officer/APCO

By: _____
Paul Greywall
CEO

Date: _____

Date: _____

Approved as to form:

By: _____
Alexander G. Crockett
General Counsel

ATTACHMENT B

COST SCHEDULE

Billing Rate:

DISTRICT will pay CONTRACTOR for services provided under this Contract at the hourly rates listed in the table below.

Labor Rates from June 1, 2024 through June 30, 2025

Position	Hourly Rate
Program Manager	\$240
Field Manager	\$125
Filter Loading Specialist	\$75
Technician I	\$69
Associate Technician	\$51
Administrative Manager/Services	\$78

Labor Rates from July 1, 2025 through June 30, 2026

Position	Hourly Rate
Program Manager	\$250
Consultant II	\$170
Consultant I	\$133
Field Manager	\$130
Filter Loading Specialist	\$78
Technician (more than 5 years of experience)	\$72
Technician I (less than 5 years of experience)	\$53
Administrative Manager/Services	\$81

Direct Costs and Expenses:

DISTRICT will also reimburse CONTRACTOR for reasonable and necessary expenses incurred in conjunction with the work performed under this Contract (e.g., hardware parts and supplies), including reasonable travel expenses in accordance with the DISTRICT's travel reimbursement policy attached hereto as Attachment C, and any administrative costs and expenses (e.g., rent and utility costs for office space). Reimbursable expenses such as project specific supplies and materials will be charged at cost. CONTRACTOR's invoices shall include a line item reflecting all direct costs and expenses.

Payments will be made in accordance with Section 8, Payment, of this Contract.

Total Cost of Contract Not to Exceed: \$4,865,326.

BAY AREA AIR DISTRICT
Memorandum

To: Chairperson Lynda Hopkins and Members
of the Board of Directors

From: Philip M. Fine
Executive Officer/APCO

Date: May 7, 2025

Re: Authorization to Execute Twelve Grant Agreements with James Cary Smith
Community Grant Program Cycle 2 Awardees to Implement Capacity-
Building Projects in Environmental Justice Communities

RECOMMENDED ACTION

Authorize the Executive Officer/APCO to execute Air District Grant Agreements with the 12 nonprofit organizations selected to receive Cycle 2 James Cary Smith Community Grant awards in a total amount not to exceed \$3,487,433 for a term of three years. Projects will build capacity in local environmental justice communities to support meaningful engagement in public processes to improve air quality and public health.

BACKGROUND

The Air District operates a grant program supporting community-based organizations with multi-year grants to implement capacity-building projects in environmental justice communities. The Community Grant Program was launched in 2009 and was renamed in 2016 to honor James Cary Smith. Mr. Smith was the Air District's former Community Outreach Manager who created the Air District's first community grants program. Mr. Smith passed away in 2015 from ALS, and the grant program extends his vision of more engaged and empowered communities.

The James Cary Smith (JCS) Community Grant Program aligns with the following strategies in the Air District's 2024 – 2029 Strategic Plan:

- **Strategy 1.4 Reimagine Funding:** We will reimagine funding programs so that they better benefit communities impacted by air pollution.
- **Strategy 2.1 Community Partnership:** We will develop partnerships with communities so they can directly participate in the solutions to the air quality problems that impact them.

The Air District has refined its approach to grantmaking over the past decade based on findings from program evaluations, recommendations from community partners, and best practices for equity-based grantmaking. From 2019 to 2021, the Air District

operated two grant programs concurrently: the JCS Community Grant Program, and the Community Health Protection Grant Program. To reduce confusion and strengthen partnerships with community-based organizations, in 2021, the Air District's Board of Directors authorized a realignment of community grants. Staff consolidated the two grant programs to create one aligned JCS Community Grant Program, with the goal of maximizing the ability of environmental justice communities to engage fully with the Air District and other public agencies.

As part of the program realignment, the Air District provided multiyear grants, increased the maximum amount for individual grants to \$100,000 per year pending grantee progress toward deliverables and available Air District funds, and offered ongoing support and technical assistance to organizations during the application process and grant cycle.

Cycle 1 of the refocused grant program has supported 33 organizations implementing capacity-building projects in environmental justice communities, with a total investment of \$6.4 million over three years. Cycle 1 of the JCS Community Grant Program will conclude in Summer 2025.

The Air District's Community Grant Program seeks to provide grant funding for projects that will:

- Help build community capacity to participate in one or more of the following: reducing air pollution, reducing human exposure to air pollution, and/or increasing community members' ability to meaningfully engage with the Air District and its work;
- Design and implement strategies that foster authentic and meaningful engagement, and empower and build organizational and community capacity to actively participate in planning activities that improve a community's environmental health;
- Uplift local efforts that improve air quality and public health; and
- Serve environmental justice communities, including communities that are under-resourced, income challenged, unhoused, English language learners, and/or overburdened by a disproportionate share of air pollution.

The Air District prioritized funding for projects based in local environmental justice communities, including communities awaiting Assembly Bill (AB) 617 designation, and projects based in communities with an overall score of 70 to 100 in CalEnviroScreen 4.0.

DISCUSSION

On October 7, 2024, the Air District opened the JCS Community Grant Program Cycle 2 application process and advertised the opportunity widely by issuing a press release and flyers in five languages, an e-blast, and social media posts announcing the launch of Request for Applications (RFA). Staff posted the RFA on the Air District's website in

English, Spanish, Chinese, Vietnamese, and Tagalog. Staff also shared the announcement with the Board of Directors, the Community Advisory Council, and with AB 617 Community Steering Committees. The application period was open from October 7, 2024 to January 7, 2025 to allow for ample outreach opportunities.

During the application period, Air District staff and InterEthnica, Inc. held two optional webinars to share grant information with prospective applicants. The Air District contracted with InterEthnica, Inc. to provide technical assistance to organizations considering applying for a JCS Community Grant. During the first webinar, staff provided an overview of the grant opportunity and answered questions from prospective applicants. The second webinar, hosted by InterEthnica, Inc. provided grant seekers with “Tips and Tricks” for applying for government grants. The session included a live, step-by-step tutorial on submitting a grant application through the Air District's procurement portal, and staff answered additional questions from prospective applicants about the grant opportunity. Simultaneous language interpretation was available upon request for both webinars. Both webinars were recorded and made available on the Air District's Community Grants Program webpage. In addition, staff published a Frequently Asked Questions (FAQ) document, which was regularly updated to include responses to all inquiries received from members of the public via email and during the informational webinars.

The Air District received sixty-nine (69) proposals by the January 7, 2025 RFA closing date. Fifty-nine (59) of the proposals met the minimum qualifications specified in the RFA. Two internal application review panels evaluated proposals. The two staff members in Group 1 reviewed all proposals submitted to identify proposals that met minimum qualifications and scored those on a pass/no-pass basis. Group 2 consisted of three staff members who reviewed and scored all proposals that met minimum qualifications, using the criteria outlined in the RFA.

Based on the evaluation criteria set forth in the RFA and executive leadership input, the community-based and nonprofit organizations identified below (in alphabetical order) are recommended for JCS Community Grant Program Cycle 2 awards:

1. All Positives Possible
2. Breathe California of the Bay Area, Golden Gate, and Central Coast
3. Brightline Defense Project
4. California Interfaith Power & Light
5. Citizen Air Monitoring Network
6. Climate Action Pathways for Schools
7. El Concilio of San Mateo County
8. La Clínica de La Raza
9. Multicultural Center of Marin
10. Physicians for Social Responsibility, San Francisco Bay Area Chapter
11. People Organizing to Demand Environmental and Economic Rights
12. Urban Habitat

For detailed information about each awardee, please see Attachment 1. The recommended proposals are deemed to have exceptional potential to help the Air District achieve the strategies outlined in the 2024 – 2029 Strategic Plan, to meet the goals of the JCS Community Grant Program, protect public health, address both historical and current environmental inequities, and mitigate climate change and its impacts.

BUDGET CONSIDERATION/FINANCIAL IMPACT

If awarded and approved by the Board of Directors, the grant agreements would result in total expenditures of \$3,487,433 over the three-year contract term, contingent on the successful completion of scope of work deliverables. Funding would be provided through \$2,140,325 allocated in the Fiscal Year Ending 2025 budget under Program 302, with the remaining \$1,347,108 accounted for in the proposed budget for Fiscal Year Ending 2026.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Elinor Mattern
Reviewed by: Diana Ruiz

ATTACHMENT(S):

1. Table of JCS Cycle 2 Awardees
2. Draft All Positives Possible 2025.102 Grant Agreement
3. Draft Breathe California 2025.101 Grant Agreement
4. Draft Brightline Defense 2025.079 Grant Agreement
5. Draft California Interfaith Power & Light 2025.096 Grant Agreement
6. Draft Citizen Air Monitoring Network 2025.097 Grant Agreement
7. Draft Climate Action Pathways for Schools 2025.104 Grant Agreement
8. Draft El Concilio of San Mateo County 2025.091 Grant Agreement
9. Draft La Clinica de La Raza 2025.106 Grant Agreement
10. Draft Multicultural Center of Marin 2025.103 Grant Agreement
11. Draft PODER/Tides Center 2025.080 Grant Agreement
12. Draft SF Bay Physicians for Social Responsibility 2025.092 Grant Agreement
13. Draft Urban Habitat 2025.105 Grant Agreement

ATTACHMENT 1

James Cary Smith Community Grant Program Cycle 2 Awardees
Anticipated Grant Term: Summer 2025 through Summer 2028

Grantee	Project Name	Project Location(s)	Year 1 Amount	Year 2 Amount	Year 3 Amount
All Positives Possible	Air Guardians Outreach Project	Vallejo (Solano County)	\$100,000	\$100,000	\$100,000
Breathe California of the Bay Area, Golden Gate, and Central Coast	Building Capacity and Equity for Clean Air and Healthy Lungs	San Jose, South San Francisco, and Gilroy (Counties of Santa Clara and San Mateo)	\$100,000	\$100,000	\$100,000
Brightline Defense Project	Our Community, Our Air Program	Eastern San Francisco	\$100,000	\$100,000	\$100,000
California Interfaith Power & Light	Faith-Led: Building Resilient Communities for Clean Air and Climate Action	Counties of Alameda, Santa Clara, and San Mateo	\$100,000	\$100,000	\$100,000
Citizen Air Monitoring Network	Clean Air Ambassador Program for Carquinez Strait Communities	Vallejo, Crockett, and Rodeo (Solano County)	\$100,000	\$100,000	\$100,000
Climate Action Pathways for Schools	Empowering Student-Led Climate Action Pathways in Morgan Hill's Schools & Fostering Authentic Participation by the City's Environmental Justice Communities	Morgan Hill (Santa Clara County)	\$93,560	\$100,000	\$100,000

El Concilio of San Mateo County	Climate Ready Ambassadors: Construyendo promotores del medio ambiente en San Mateo County (Building environmental promotores in San Mateo County)	North Fair Oaks / Redwood City, North Central San Mateo, and North County (San Mateo County)	\$98,062	\$99,357	\$97,108
La Clínica de La Raza	Air Quality Community Advocates (AQCA) Project	Pittsburg/Bay Point, Vallejo (Counties of Contra Costa and Solano)	\$100,000	\$100,000	\$100,000
Multicultural Center of Marin	Building Community Leadership	Canal District of San Rafael (Marin County)	\$99,346	\$100,000	\$100,000
PODER (Fiscal sponsor: Tides Center)	Bicis del Pueblo/Bike for the People - Building Skills, Advancing Environmental Justice	Mission and Excelsior Districts (San Francisco)	\$100,000	\$100,000	\$100,000
San Francisco Bay Physicians for Social Responsibility	Building Capacity to Secure Equity and Justice in Residential Electrification	San Francisco	\$100,000	\$100,000	\$100,000
Urban Habitat	Building the capacity of Rising Juntos' members to engage in climate and air quality processes	Pittsburg/Bay Point (Contra Costa County)	\$100,000	\$50,000	\$50,000
TOTAL			\$1,190,968	\$1,149,357	\$1,147,108
3-Year Total:					\$3,487,433

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

GRANT AGREEMENT

GRANT NO. 2025.102

1. **PARTIES** - The parties to this Agreement ("Agreement") are the Bay Area Air Quality Management District ("DISTRICT") whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and **All Positives Possible** ("GRANTEE") whose address is 2113 Ohio Street, Richmond, CA, 94801.
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 Agreement under California Health and Safety Code Section 40701.
 - B. DISTRICT's refocused James Cary Smith Community Grant Program, launched in 2022, offers grants to community-based organizations, neighborhood associations and other local nonprofit organizations.
 - C. Under the James Cary Smith Community Grant Program, DISTRICT seeks to provide grant funding for projects that will:
 - i. Help build community capacity to participate in one or more of the following: reducing air pollution, reducing human exposure to air pollution, and/or increasing community members' ability to meaningfully engage with DISTRICT and its work;
 - ii. Design and implement strategies that foster authentic and meaningful engagement, and empower and build organizational and community capacity to actively participate in planning activities that improve a community's environmental health;
 - iii. Uplift local efforts that improve air quality and public health; and
 - iv. Serve environmental justice communities, including communities that are under-resourced, income challenged, unhoused, English language learners, and/or overburdened by a disproportionate share of air pollution.
 - D. DISTRICT desires to award GRANTEE a grant for the activities described in Attachment A, Work Plan.
 - E. All parties to this Agreement have had the opportunity to have the Agreement reviewed by their attorney.
3. **TERM** - The term of this Agreement is from July 1, 2025 until July 31, 2028, unless further extended by amendment of this Agreement in writing, or terminated earlier.
4. **TERMINATION**
 - A. DISTRICT shall have the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days written notice to GRANTEE. 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, GRANTEE shall cease all activities under this Agreement, except such activities as are specified in the notice of termination. Within forty-five (45) days of receipt of written notice, GRANTEE is required to:
 - i) Submit a final written report describing all work performed by GRANTEE;

- ii) Submit an accounting of all grant funds expended up to and including the date of termination; and,
 - iii) Reimburse DISTRICT for any unspent funds.
 - B. DISTRICT may terminate this Agreement and be relieved of any payments should GRANTEE fail to perform the requirements of this Agreement at the time and in the manner herein provided.
5. NO AGENCY RELATIONSHIP CREATED / INDEPENDENT CAPACITY - GRANTEE and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of DISTRICT, and nothing herein shall be construed to be inconsistent with that relationship or status. DISTRICT shall not have the right to direct or control the activities of GRANTEE in performing the services provided herein.
6. CONTRACTORS / SUBCONTRACTORS / SUBGRANTEES
- A. GRANTEE will be entitled to make use of its own staff and such contractors, subcontractors, and subgrantees as are mutually acceptable to GRANTEE and DISTRICT. Any change in contractors, subcontractors, or subgrantees must be mutually acceptable to the parties. Immediately upon termination of any such contract, subcontract, or subgrant, GRANTEE shall notify DISTRICT.
 - B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between DISTRICT and any contractors, subcontractors, or subgrantees of GRANTEE, and no agreement with contractors, subcontractors, or subgrantees shall relieve GRANTEE of its responsibilities and obligations hereunder. GRANTEE agrees to be as fully responsible to DISTRICT for the acts and omissions of its contractors, subcontractors, and subgrantees and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by GRANTEE. GRANTEE's obligation to pay its contractors, subcontractors, and subgrantees is an independent obligation from DISTRICT's obligation to make payments to GRANTEE. As a result, DISTRICT shall have no obligation to pay or to enforce the payment of any moneys to any contractor, subcontractor, or subgrantee.
7. INSURANCE
- A. GRANTEE 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 GRANTEE is a sole proprietor, GRANTEE 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 GRANTEE's personal automobile liability insurance. A GRANTEE using only rental vehicles in performing work under this Agreement 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 Agreement, GRANTEE shall furnish properly-

executed certificates of insurance for all required insurance. Upon request by DISTRICT, GRANTEE shall provide a complete copy of any required insurance policy. GRANTEE 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 GRANTEE fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and deduct the cost thereof from any payments owed to GRANTEE or to terminate this Grant for breach.

8. INDEMNIFICATION - GRANTEE 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 Agreement 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 GRANTEE, its officers, agents, or employees.

9. PAYMENT

- A. DISTRICT agrees to award GRANTEE a grant of \$300,000 for the activities described in Attachment A, Work Plan. This grant shall be payable in ten (10) installments, as follows:
- i) \$20,000 within thirty (30) days after the execution of this Agreement;
 - ii) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 1, Period 1 grant report documenting GRANTEE's progress and startup costs including receipts detailing the initial \$20,000 grant fund payment used for equipment purchases, supplies, stipends, and other out-of-pocket costs;
 - iii) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 1, Period 2 grant report;
 - iv) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 1, Period 3 grant report;
 - v) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 2, Period 4 grant report;
 - vi) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 2, Period 5 grant report;
 - vii) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 2, Period 6 grant report;
 - viii) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 3, Period 7 grant report;
 - ix) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 3, Period 8 grant report;
 - x) \$15,000 within thirty (30) days upon final completion of all work specified in the Work Plan, including all Tasks and Deliverables, and after DISTRICT receipt and approval of GRANTEE's Final Grant Report.
- B. GRANTEE shall carry out the work described in the Work Plan, and shall obtain DISTRICT's written approval of any changes or modifications to the Work Plan prior to performing or incurring costs for the changed work. If GRANTEE fails to obtain such prior written approval, DISTRICT, at its sole discretion, may refuse to provide funds to pay for such work or costs.
- C. Payment will be made only to GRANTEE.
- D. GRANTEE must submit invoices for payment along with the reports and final grant report, respectively.

E. Ineligible costs for funding include, but are not limited to, advocacy activities relating to any federal, state, regional, or local election or ballot measure, and lobbying or advocacy activities relating to any federal, state, regional, or local legislative, quasi-legislative, adjudicatory, or quasi-judicial proceeding involving development or adoption of statutes, guidelines, rules, regulations, plans or any other governmental proposal, or involving decisions concerning siting, permitting, licensing, or any other governmental action.

10. AUTHORIZED REPRESENTATIVE - GRANTEE shall continuously maintain a representative vested with signature authority authorized to work with DISTRICT on all grant-related issues. GRANTEE shall, at all times, keep DISTRICT informed as to the identity of the authorized representative.

11. NOTICES - All notices that are required under this Agreement 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: Environmental Justice Division, communitygrants@baaqmd.gov

GRANTEE: All Positives Possible
2113 Ohio Street
Richmond, CA 94801
Attn: LaDonna Williams, zzeria@aol.com

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

13. ACKNOWLEDGEMENTS - GRANTEE shall acknowledge DISTRICT support each time the activities funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material. The acknowledgement of DISTRICT support must state "Funded by a Grant from the Bay Area Air Quality Management District." Initials or abbreviations for DISTRICT shall not be used.

14. ADVERTISING / PUBLIC EDUCATION - DISTRICT shall have the right to review and approve all draft public education or advertising materials prior to GRANTEE's use of such materials.

15. FINANCIAL MANAGEMENT SYSTEM

A. GRANTEE shall be responsible for maintaining an adequate financial management system and will immediately notify DISTRICT when GRANTEE cannot comply with the requirements in this section.

- B. GRANTEE's financial management system shall provide for:
- i) Financial reporting: accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the grant.
 - ii) Accounting records: records that adequately identify the source and application of funds for DISTRICT-supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income.
 - iii) Internal control: effective internal and accounting controls over all funds, property and other assets. GRANTEE shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
 - iv) Budget control: comparison of actual expenditures or outlays with budgeted amounts for each grant.
 - v) Allowable cost: procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal and state requirements.
 - vi) Source documentation: accounting records that are supported by source documentation.
 - vii) Cash management: procedures to minimize the time elapsing between the advance of funds from DISTRICT and the disbursement by GRANTEE, whenever funds are advanced by DISTRICT.
- C. DISTRICT may review the adequacy of the financial management system of GRANTEE at any time subsequent to the award of the grant. If DISTRICT determines that GRANTEE's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by DISTRICT upon written notice to GRANTEE, until such time as the system meets with DISTRICT approval.
16. AUDIT / RECORDS ACCESS - GRANTEE agrees that DISTRICT shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. GRANTEE agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. GRANTEE agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, GRANTEE agrees to include a similar right of DISTRICT to audit records and interview staff in any contract, subcontract, or subgrant related to performance of this Agreement.
17. FORFEIT OF GRANT FUNDS / REPAYMENT OF FUNDS IMPROPERLY EXPENDED - If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, DISTRICT, at its sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring GRANTEE to forfeit the unexpended portion of the grant funds and/or to repay to DISTRICT any funds improperly expended.
18. COMPLIANCE - GRANTEE shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. GRANTEE shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. GRANTEE shall maintain compliance with such requirements throughout the grant period. GRANTEE shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to

carry out the terms of this Agreement. Any deviation from the requirements of this section shall result in non-payment of grant funds.

19. CONFIDENTIALITY – In order to carry out the purposes of this Agreement, GRANTEE 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 GRANTEE obtains from DISTRICT, and GRANTEE 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 GRANTEE requiring access in fulfillment of the services provided under this Agreement.
 - B. Ensure that GRANTEE's officers, employees, agents, representatives, subgrantees, 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 Agreement.
 - 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 GRANTEE'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 GRANTEE.
 - 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 Agreement and following expiration or termination of the Agreement.
 - F. Prevent access to such materials by a person or entity not authorized under this Agreement.
 - G. Establish specific procedures in order to fulfill the obligations of this section.
20. INTELLECTUAL PROPERTY RIGHTS - Title and full ownership rights to all intellectual property developed under this Agreement shall at all times remain with DISTRICT, unless otherwise agreed to in writing.
21. PUBLICATION
- A. DISTRICT shall approve in writing any report or other document prepared by GRANTEE in connection with performance under this Agreement 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 GRANTEE 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 GRANTEE for DISTRICT, pursuant to this Agreement, shall be part of DISTRICT's public record, unless otherwise indicated. GRANTEE 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 Agreement.

"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. GRANTEE shall inform its officers, employees, subgrantees, and subcontractors involved in the performance of this Agreement of the restrictions contained herein and shall require compliance with the above.
22. PROPERTY AND SECURITY - Without limiting GRANTEE's obligations with regard to security, GRANTEE shall comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT's premises.
23. ASSIGNMENT - No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Agreement to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.
24. 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 Agreement 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 Agreement, 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.
25. FORCE MAJEURE - Neither DISTRICT nor GRANTEE shall be liable for or deemed to be in default for any delay or failure in performance under this Agreement 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 GRANTEE, 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 Agreement.

26. SEVERABILITY - If a court of competent jurisdiction holds any provision of this Agreement 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.
27. HEADINGS - Headings on the sections and paragraphs of this Agreement 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 Agreement.
28. 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.
29. GOVERNING LAW - Any dispute that arises under or relates to this Agreement shall be governed by California law, excluding any laws that direct the application to another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Agreement, including mediation, shall be San Francisco, California.
30. ENTIRE AGREEMENT AND MODIFICATION - This Agreement represents the final, complete, and exclusive statement of the agreement between the parties and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Agreement may only be amended by mutual agreement of the parties in writing and signed by both parties.
31. SURVIVAL OF TERMS - The provisions of sections 8 (Indemnification), 16 (Audit / Records Access), 17 (Forfeit of Grant Funds / Repayment of Funds Improperly Expended), 19 (Confidentiality), 20 (Intellectual Property Rights), and 21 (Publication) shall survive the expiration or termination of this Agreement.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

All Positives Possible

By: _____
Dr. Philip M. Fine
Executive Officer/APCO

By: _____
LaDonna Williams
Programs Director

Date: _____

Date: _____

Approved as to form:

By: _____
Alexander G. Crockett
General Counsel

ATTACHMENT A

WORK PLAN

Overview of Project

GRANTEE is a grassroots, community-based nonprofit organization committed to empowering disadvantaged communities by enhancing their knowledge and ability to participate in decisions that impact their health, environment, and overall quality of life. GRANTEE's Air Guardians Outreach Project is a community-based initiative designed to address environmental justice concerns through immersive education, digital engagement, and community leadership development. The project focuses on historically disadvantaged and low-income communities severely affected by air pollution and environmental neglect.

GRANTEE has developed "Air Guardians," a downloadable video game software which is fully owned by GRANTEE. GRANTEE's custom game is set in Vallejo and simulates real-life air quality issues and solutions. GRANTEE filed a trademark application for its Air Guardians gaming technology in December 2024. GRANTEE's James Cary Smith Community Grant (Grant) project seeks to increase the number of individuals learning about air quality, environmental justice, and community health by utilizing its existing Air Guardians gaming tool to engage communities in historically disadvantaged areas—beginning with the Sereno Village Housing Complex in Vallejo, California. This low-income community continues to suffer from noxious odors, air pollution and various health impacts, with long-standing complaints often ignored by responsible parties.

GRANTEE's Grant project will design training sessions and on-site learning experiences to engage community members. These tools will educate, empower, and activate residents to advocate for improved air quality and healthier living conditions. The Air Guardians Outreach Project will train residents—especially youth, seniors, and physically challenged and unhoused individuals—to become "Air Guardians," or neighborhood environmental monitors and advocates. These participants will gain knowledge about indoor and outdoor air pollution sources and how to identify responsible parties through interactive gaming and real-life activities including in-person and online training sessions and a toxic tour, which increases public awareness of communities impacted by multiple sources of toxics and pollution. GRANTEE's toxic tour will include sources that are linked to asthma, birth defects and cancer and may include visits to, but not limited to oil refineries, ports, and metal recycling facilities and shall include personal stories from local residents affected. Air Guardians will then share what they have learned with their neighbors, helping the larger community prioritize local environmental issues and take action.

To support learning, advocacy, and a strong sense of community identity, GRANTEE's interactive tools will reflect the lived experiences and environments of local residents using a confidential and protective approach. Engagement activities will be community-driven and include workshops, toxic tours, listening sessions, and neighborhood interviews. As participants deepen their understanding of environmental justice issues and demonstrate their knowledge, they will earn Air Guardian capes, wristbands, and certificates to recognize their leadership and celebrate key milestones. By recognizing participants' contributions in visible, meaningful ways, GRANTEE aims to build community pride and reinforce their roles as leaders in the fight for environmental justice.

GRANTEE's project objectives include:

1. Identify local sources of air pollution within the target neighborhoods.
2. Educate community members about air pollution causes, health impacts, and environmental justice.
3. Engage participants through an immersive gaming experience and structured community activities to become “Air Guardians.”
4. Build advocacy and leadership skills that enable residents to effectively engage with local and state agencies and responsible parties.
5. Measure participation, knowledge acquisition, behavioral change, and game engagement for impact assessment.

During the term of the James Cary Smith Community Grant project, GRANTEE will:

- **Conduct Community Outreach Activities and Recruit Air Guardians:** Identify a variety of events, activities, and opportunities within Vallejo suitable for program outreach. GRANTEE will engage community members with a goal of recruiting fifteen (15) Air Guardians who are residents of the community.
- **Hold In-Person and Virtual Community Training Sessions:** Develop and facilitate in-person and virtual workshops that are accessible to community members, with a goal of at least six workshops during the grant term. The first three training sessions will focus on air quality basics, environmental health, and advocacy strategies. The next three training sessions will increase access to air quality education, focusing on foundational knowledge, advocacy skills, and pollution reduction strategies. GRANTEE will design training materials and administer pre- and post-surveys with participants.
- **Conduct a Toxic Tour:** Design and lead one in-person tour of local pollution sites affecting Sereno Village and surrounding neighborhoods in Vallejo to offer on-site observation and learning opportunities for participants.
- **Evaluate the Air Guardians Outreach Project:** Monitor and evaluate the project’s components and successes on an ongoing basis. GRANTEE may utilize surveys, testimonials, game analytics, and/or focus groups to evaluate impact.

Part 1: Project Schedule

Year 1 Reporting Period 1 Tasks (July - October 2025)

- 1.1 GRANTEE will participate in the James Cary Smith Community Grant Program Grantee Kickoff Meeting via Zoom, tentatively scheduled for July 2025
- 1.2 GRANTEE will develop a detailed Year 1 action plan for the funded project detailing month-by-month activities and staffing, using template provided by DISTRICT (July/August)
- 1.3 GRANTEE will meet with DISTRICT Grant Manager for a 60-minute 1:1 project check-in via Zoom (August/September)
- 1.4 GRANTEE will begin implementing Year 1 action plan developed from Task 1.2 (September/October)
- 1.5 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 1.6 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 1 Reporting Period 1 Deliverables (July - October 2025 / Due November 17, 2025)

- Detailed Year 1 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 1 action plan, including but not limited to a list of training sessions and/or tours provided detailing the event name, date, location, and count of participants; copies of outreach and training materials including flyers, presentations, and survey instruments; a summary of outreach activities; a count and names, initials or aliases of Air Guardians participating in the program; and a summary of GRANTEE's evaluation efforts and findings
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 1st Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 1 action plan

Year 1 Reporting Period 2 Tasks (November 2025 – February 2026)

- 2.1 GRANTEE will continue implementing Year 1 action plan developed from Task 1.2
- 2.2 GRANTEE will begin drafting a detailed Year 2 action plan for the funded project detailing month-by-month activities and staffing, using template provided by DISTRICT
- 2.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 2.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 1 Reporting Period 2 Deliverables (November 2025 – February 2026 / Due March 16, 2026)

- Draft detailed Year 2 month-by-month action plan using template provided by DISTRICT
- Any deliverables related to progress on activities in Year 1 action plan, including but not limited to a list of training sessions and/or tours provided detailing the event name, date, location, and count of participants; copies of outreach and training materials including flyers, presentations, and survey instruments; a summary of outreach activities; a count and names, initials or aliases of Air Guardians participating in the program; and a summary of GRANTEE's evaluation efforts and findings
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 2nd Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 1 action plan

Year 1 Reporting Period 3 Tasks (March – June 2026)

- 3.1 GRANTEE will continue implementing Year 1 action plan developed for Task 1.2
- 3.2 GRANTEE will finalize Year 2 action plan in coordination with DISTRICT Grant Manager
- 3.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)

- 3.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews
- 3.5 GRANTEE will prepare one written draft communication highlighting program impact using template provided by DISTRICT, for potential use by DISTRICT on its social media platforms

Year 1 Reporting Period 3 Deliverables (March – June 2026 / Due July 15, 2026)

- Detailed Year 2 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 1 action plan, including but not limited to a list of training sessions and/or tours provided detailing the event name, date, location, and count of participants; copies of outreach and training materials including flyers, presentations, and survey instruments; a summary of outreach activities; a count and names, initials or aliases of Air Guardians participating in the program; and a summary of GRANTEE's evaluation efforts and findings
- Draft communication highlighting program impact using template provided by DISTRICT
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 3rd Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 1 action plan

Year 2

Year 2 Reporting Period 4 Tasks (July – October 2026)

- 4.1 GRANTEE will begin implementing Year 2 action plan developed for Task 3.2
- 4.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 4.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 2 Reporting Period 4 Deliverables (July – October 2026 / Due November 16, 2026)

- Any deliverables related to progress on activities in Year 2 action plan, including but not limited to a list of training sessions and/or tours provided detailing the event name, date, location, and count of participants; copies of outreach and training materials including flyers, presentations, and survey instruments; a summary of outreach activities; a count and names, initials or aliases of Air Guardians participating in the program; and a summary of GRANTEE's evaluation efforts and findings
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 4th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 2 action plan

Year 2 Reporting Period 5 Tasks (November 2026 – February 2027)

- 5.1 GRANTEE will continue implementing Year 2 action plan developed for Task 3.2
- 5.2 GRANTEE will begin drafting Year 3 action plan for the funded project detailing month-by-month activities and staffing, using template provided by DISTRICT
- 5.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 5.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 2 Reporting Period 5 Deliverables (November 2026 – February 2027 / Due March 15, 2027)

- Draft Year 3 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 2 action plan, including but not limited to a list of training sessions and/or tours provided detailing the event name, date, location, and count of participants; copies of outreach and training materials including flyers, presentations, and survey instruments; a summary of outreach activities; a count and names, initials or aliases of Air Guardians participating in the program; and a summary of GRANTEE's evaluation efforts and findings
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 5th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 2 action plan

Year 2 Reporting Period 6 Tasks (March – June 2027)

- 6.1 GRANTEE will continue implementing Year 2 action plan developed for Task 3.2
- 6.2 GRANTEE will finalize Year 3 work plan in coordination with Air District grant manager
- 6.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 6.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews
- 6.5 GRANTEE will prepare one written draft communication highlighting program impact using template provided by DISTRICT, for potential use by DISTRICT on its social media platforms

Year 2 Reporting Period 6 Deliverables (March – June 2027 / Due July 15, 2027)

- Detailed Year 3 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 2 action plan, including but not limited to a list of training sessions and/or tours provided detailing the event name, date, location, and count of participants; copies of outreach and training materials including flyers, presentations, and survey instruments; a summary of outreach activities; a count and names, initials or aliases of Air Guardians participating in the program; and a summary of GRANTEE's evaluation efforts and findings

- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- Draft communication highlighting program impact using template provided by DISTRICT
- 6th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 2 action plan

Year 3

Year 3 Reporting Period 7 Tasks (July – October 2027)

- 7.1 GRANTEE will begin implementing Year 3 action plan developed from Task 6.2
- 7.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 7.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 3 Reporting Period 7 Deliverables (July – October 2027 / Due November 15, 2027)

- Any deliverables related to progress on activities in Year 3 action plan, including but not limited to a list of training sessions and/or tours provided detailing the event name, date, location, and count of participants; copies of outreach and training materials including flyers, presentations, and survey instruments; a summary of outreach activities; a count and names, initials or aliases of Air Guardians participating in the program; and a summary of GRANTEE's evaluation efforts and findings
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 7th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 3 action plan

Year 3 Reporting Period 8 Tasks (November 2027 – February 2028)

- 8.1 GRANTEE will continue implementing Year 3 action plan developed from Task 6.2
- 8.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 8.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 3 Reporting Period 8 Deliverables (November 2027 – February 2028 / Due March 15, 2028)

- Any deliverables related to progress on activities in Year 3 action plan, including but not limited to a list of training sessions and/or tours provided detailing the event name, date, location, and count of participants; copies of outreach and training materials including flyers, presentations, and survey instruments; a summary of outreach activities; a count and names, initials or aliases of Air Guardians participating in the program; and a summary of GRANTEE's evaluation efforts and findings

- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 8th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 3 action plan

Year 3 Reporting Period 9 Tasks (March – June 2028)

- 9.1 GRANTEE will complete Year 3 action plan developed for Task 6.2
- 9.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 9.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews
- 9.4 GRANTEE will prepare one written draft communication highlighting program impact using template provided by DISTRICT, for potential use by DISTRICT on its social media platforms

Year 3 Reporting Period 9 Deliverables (March – June 2028 / Due July 31, 2028)

- Any deliverables related to progress on activities in Year 3 action plan, including but not limited to a list of training sessions and/or tours provided detailing the event name, date, location, and count of participants; copies of outreach and training materials including flyers, presentations, and survey instruments; a summary of outreach activities; a count and names, initials or aliases of Air Guardians participating in the program; and a summary of GRANTEE's evaluation efforts and findings
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- Draft communication highlighting program impact using template provided by DISTRICT
- Final Grant Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 3 action plan

Part 2: Reporting to DISTRICT

GRANTEE will develop and submit eight (8) progress reports and one (1) final grant report to the DISTRICT during Years 1 through 3 of the grant as set forth in the deliverables above, following the format provided by the DISTRICT. The reports must document progress toward and final completion of the tasks and deliverables set forth in this Work Plan.

Progress and Final Reporting Due Dates

1. Progress Report for Period 1: Due November 17, 2025
2. Progress Report for Period 2: Due March 16, 2026
3. Progress Report for Period 3: Due July 15, 2026
4. Progress Report for Period 4: Due November 16, 2026
5. Progress Report for Period 5: Due March 15, 2027
6. Progress Report for Period 6: Due July 15, 2027
7. Progress Report for Period 7: Due November 15, 2027
8. Progress Report for Period 8: Due March 15, 2028
9. Final Grant Report and deliverables: Due no later than July 31, 2028.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

GRANT AGREEMENT

GRANT NO. 2025.101

1. **PARTIES** - The parties to this Agreement ("Agreement") are the Bay Area Air Quality Management District ("DISTRICT") whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, **Breathe California of the Bay Area, Golden Gate, and Central Coast** ("GRANTEE") whose address is 1469 Park Avenue, San Jose, CA 95126.
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 Agreement under California Health and Safety Code Section 40701.
 - B. DISTRICT's refocused James Cary Smith Community Grant Program, launched in 2022, offers grants to community-based organizations, neighborhood associations and other local nonprofit organizations.
 - C. Under the James Cary Smith Community Grant Program, DISTRICT seeks to provide grant funding for projects that will:
 - i. Help build community capacity to participate in one or more of the following: reducing air pollution, reducing human exposure to air pollution, and/or increasing community members' ability to meaningfully engage with DISTRICT and its work;
 - ii. Design and implement strategies that foster authentic and meaningful engagement, and empower and build organizational and community capacity to actively participate in planning activities that improve a community's environmental health;
 - iii. Uplift local efforts that improve air quality and public health; and
 - iv. Serve environmental justice communities, including communities that are under-resourced, income challenged, unhoused, English language learners, and/or overburdened by a disproportionate share of air pollution.
 - D. DISTRICT desires to award GRANTEE a grant for the activities described in Attachment A, Work Plan.
 - E. All parties to this Agreement have had the opportunity to have the Agreement reviewed by their attorney.
3. **TERM** - The term of this Agreement is from July 1, 2025 until July 31, 2028, unless further extended by amendment of this Agreement in writing, or terminated earlier.
4. **TERMINATION**
 - A. DISTRICT shall have the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days written notice to GRANTEE. 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, GRANTEE shall cease all activities under this Agreement, except such activities as are specified in the notice of termination. Within forty-five (45) days of receipt of written notice, GRANTEE is required to:
 - i) Submit a final written report describing all work performed by GRANTEE;

- ii) Submit an accounting of all grant funds expended up to and including the date of termination; and,
 - iii) Reimburse DISTRICT for any unspent funds.
 - B. DISTRICT may terminate this Agreement and be relieved of any payments should GRANTEE fail to perform the requirements of this Agreement at the time and in the manner herein provided.
5. NO AGENCY RELATIONSHIP CREATED / INDEPENDENT CAPACITY - GRANTEE and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of DISTRICT, and nothing herein shall be construed to be inconsistent with that relationship or status. DISTRICT shall not have the right to direct or control the activities of GRANTEE in performing the services provided herein.
6. CONTRACTORS / SUBCONTRACTORS / SUBGRANTEES
- A. GRANTEE will be entitled to make use of its own staff and such contractors, subcontractors, and subgrantees as are mutually acceptable to GRANTEE and DISTRICT. Any change in contractors, subcontractors, or subgrantees must be mutually acceptable to the parties. Immediately upon termination of any such contract, subcontract, or subgrant, GRANTEE shall notify DISTRICT.
 - B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between DISTRICT and any contractors, subcontractors, or subgrantees of GRANTEE, and no agreement with contractors, subcontractors, or subgrantees shall relieve GRANTEE of its responsibilities and obligations hereunder. GRANTEE agrees to be as fully responsible to DISTRICT for the acts and omissions of its contractors, subcontractors, and subgrantees and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by GRANTEE. GRANTEE's obligation to pay its contractors, subcontractors, and subgrantees is an independent obligation from DISTRICT's obligation to make payments to GRANTEE. As a result, DISTRICT shall have no obligation to pay or to enforce the payment of any moneys to any contractor, subcontractor, or subgrantee.
7. INSURANCE
- A. GRANTEE 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 GRANTEE is a sole proprietor, GRANTEE 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 GRANTEE's personal automobile liability insurance. A GRANTEE using only rental vehicles in performing work under this Agreement 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 Agreement, GRANTEE shall furnish properly-

executed certificates of insurance for all required insurance. Upon request by DISTRICT, GRANTEE shall provide a complete copy of any required insurance policy. GRANTEE 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 GRANTEE fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and deduct the cost thereof from any payments owed to GRANTEE or to terminate this Grant for breach.

8. INDEMNIFICATION - GRANTEE 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 Agreement 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 GRANTEE, its officers, agents, or employees.

9. PAYMENT

- A. DISTRICT agrees to award GRANTEE a grant of \$300,000 for the activities described in Attachment A, Work Plan. This grant shall be payable in ten (10) installments, as follows:
- i) \$20,000 within thirty (30) days after the execution of this Agreement;
 - ii) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 1, Period 1 grant report documenting GRANTEE's progress and startup costs including receipts detailing the initial \$20,000 grant fund payment used for equipment purchases, supplies, stipends, and other out-of-pocket costs;
 - iii) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 1, Period 2 grant report;
 - iv) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 1, Period 3 grant report;
 - v) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 2, Period 4 grant report;
 - vi) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 2, Period 5 grant report;
 - vii) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 2, Period 6 grant report;
 - viii) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 3, Period 7 grant report;
 - ix) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 3, Period 8 grant report;
 - x) \$15,000 within thirty (30) days upon final completion of all work specified in the Work Plan, including all Tasks and Deliverables, and after DISTRICT receipt and approval of GRANTEE's Final Grant Report.
- B. GRANTEE shall carry out the work described in the Work Plan, and shall obtain DISTRICT's written approval of any changes or modifications to the Work Plan prior to performing or incurring costs for the changed work. If GRANTEE fails to obtain such prior written approval, DISTRICT, at its sole discretion, may refuse to provide funds to pay for such work or costs.
- C. Payment will be made only to GRANTEE.
- D. GRANTEE must submit invoices for payment along with the reports and final grant report, respectively.

- E. Ineligible costs for funding include, but are not limited to, advocacy activities relating to any federal, state, regional, or local election or ballot measure, and lobbying or advocacy activities relating to any federal, state, regional, or local legislative, quasi-legislative, adjudicatory, or quasi-judicial proceeding involving development or adoption of statutes, guidelines, rules, regulations, plans or any other governmental proposal, or involving decisions concerning siting, permitting, licensing, or any other governmental action.
10. AUTHORIZED REPRESENTATIVE - GRANTEE shall continuously maintain a representative vested with signature authority authorized to work with DISTRICT on all grant-related issues. GRANTEE shall, at all times, keep DISTRICT informed as to the identity of the authorized representative.
11. NOTICES - All notices that are required under this Agreement 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: Environmental Justice Division, communitygrants@baaqmd.gov
- GRANTEE: Breathe California of the Bay Area, Golden Gate, and Central Coast
1469 Park Avenue
San Jose, CA 95126
Attn: Tanya Payyappilly, MD, MPH, tanya@lungsrus.org
12. ADDITIONAL PROVISIONS - All attachment(s) to this Agreement are expressly incorporated herein by this reference and made a part hereof as though fully set forth.
13. ACKNOWLEDGEMENTS - GRANTEE shall acknowledge DISTRICT support each time the activities funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material. The acknowledgement of DISTRICT support must state "Funded by a Grant from the Bay Area Air Quality Management District." Initials or abbreviations for DISTRICT shall not be used.
14. ADVERTISING / PUBLIC EDUCATION - DISTRICT shall have the right to review and approve all draft public education or advertising materials prior to GRANTEE's use of such materials.
15. FINANCIAL MANAGEMENT SYSTEM
- A. GRANTEE shall be responsible for maintaining an adequate financial management system and will immediately notify DISTRICT when GRANTEE cannot comply with the requirements in this section.

- B. GRANTEE's financial management system shall provide for:
- i) Financial reporting: accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the grant.
 - ii) Accounting records: records that adequately identify the source and application of funds for DISTRICT-supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income.
 - iii) Internal control: effective internal and accounting controls over all funds, property and other assets. GRANTEE shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
 - iv) Budget control: comparison of actual expenditures or outlays with budgeted amounts for each grant.
 - v) Allowable cost: procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal and state requirements.
 - vi) Source documentation: accounting records that are supported by source documentation.
 - vii) Cash management: procedures to minimize the time elapsing between the advance of funds from DISTRICT and the disbursement by GRANTEE, whenever funds are advanced by DISTRICT.
- C. DISTRICT may review the adequacy of the financial management system of GRANTEE at any time subsequent to the award of the grant. If DISTRICT determines that GRANTEE's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by DISTRICT upon written notice to GRANTEE, until such time as the system meets with DISTRICT approval.
16. AUDIT / RECORDS ACCESS - GRANTEE agrees that DISTRICT shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. GRANTEE agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. GRANTEE agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, GRANTEE agrees to include a similar right of DISTRICT to audit records and interview staff in any contract, subcontract, or subgrant related to performance of this Agreement.
17. FORFEIT OF GRANT FUNDS / REPAYMENT OF FUNDS IMPROPERLY EXPENDED - If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, DISTRICT, at its sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring GRANTEE to forfeit the unexpended portion of the grant funds and/or to repay to DISTRICT any funds improperly expended.
18. COMPLIANCE - GRANTEE shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. GRANTEE shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. GRANTEE shall maintain compliance with such requirements throughout the grant period. GRANTEE shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to

carry out the terms of this Agreement. Any deviation from the requirements of this section shall result in non-payment of grant funds.

19. CONFIDENTIALITY – In order to carry out the purposes of this Agreement, GRANTEE 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 GRANTEE obtains from DISTRICT, and GRANTEE 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 GRANTEE requiring access in fulfillment of the services provided under this Agreement.
 - B. Ensure that GRANTEE's officers, employees, agents, representatives, subgrantees, 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 Agreement.
 - 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 GRANTEE'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 GRANTEE.
 - 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 Agreement and following expiration or termination of the Agreement.
 - F. Prevent access to such materials by a person or entity not authorized under this Agreement.
 - G. Establish specific procedures in order to fulfill the obligations of this section.
20. INTELLECTUAL PROPERTY RIGHTS - Title and full ownership rights to all intellectual property developed under this Agreement shall at all times remain with DISTRICT, unless otherwise agreed to in writing.
21. PUBLICATION
 - A. DISTRICT shall approve in writing any report or other document prepared by GRANTEE in connection with performance under this Agreement 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 GRANTEE 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 GRANTEE for DISTRICT, pursuant to this Agreement, shall be part of DISTRICT's public record, unless otherwise indicated. GRANTEE 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 Agreement.

"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. GRANTEE shall inform its officers, employees, subgrantees, and subcontractors involved in the performance of this Agreement of the restrictions contained herein and shall require compliance with the above.
22. PROPERTY AND SECURITY - Without limiting GRANTEE's obligations with regard to security, GRANTEE shall comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT's premises.
23. ASSIGNMENT - No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Agreement to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.
24. 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 Agreement 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 Agreement, 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.
25. FORCE MAJEURE - Neither DISTRICT nor GRANTEE shall be liable for or deemed to be in default for any delay or failure in performance under this Agreement 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 GRANTEE, 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 Agreement.

26. SEVERABILITY - If a court of competent jurisdiction holds any provision of this Agreement 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.
27. HEADINGS - Headings on the sections and paragraphs of this Agreement 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 Agreement.
28. 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.
29. GOVERNING LAW - Any dispute that arises under or relates to this Agreement shall be governed by California law, excluding any laws that direct the application to another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Agreement, including mediation, shall be San Francisco, California.
30. ENTIRE AGREEMENT AND MODIFICATION - This Agreement represents the final, complete, and exclusive statement of the agreement between the parties and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Agreement may only be amended by mutual agreement of the parties in writing and signed by both parties.
31. SURVIVAL OF TERMS - The provisions of sections 8 (Indemnification), 16 (Audit / Records Access), 17 (Forfeit of Grant Funds / Repayment of Funds Improperly Expended), 19 (Confidentiality), 20 (Intellectual Property Rights), and 21 (Publication) shall survive the expiration or termination of this Agreement.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

Breathe California of the Bay Area, Golden
Gate, and Central Coast

By: _____
Dr. Philip M. Fine
Executive Officer/APCO

By: _____
Tanya Payyappilly, MD, MPH
Chief Executive Officer

Date: _____

Date: _____

Approved as to form:

By: _____
Alexander G. Crockett
General Counsel

ATTACHMENT A

WORK PLAN

Overview of Project

GRANTEE's mission as the local Clean Air and Healthy Lungs Leader is to fight lung disease in all its forms and work with communities to promote lung health. This project addresses Goal 1 of GRANTEE's Strategic Plan: Be the Citizen guardian of air quality.

GRANTEE's goals for the James Cary Smith Community Grant (Grant) project are to inform disadvantaged and environmental justice communities in the Bay Area of their disproportionate risks from pollution-related illness, reduce the burden for those who are already impacted, and engage communities in influencing decision-making related to environment and climate.

GRANTEE's health education activities, community engagement, and capacity-building work will primarily be based in three Bay Area communities: the City of San Jose, South San Francisco, and Gilroy. All of these communities score above 70 on CalEnviroScreen 4.0 (CES 4.0), and many are designated as disadvantaged and/or low-income according to the California Climate Investment Priority Populations 2024 and on the California National Electric Vehicle Infrastructure Formula Program (NEVI).

Throughout the grant term, GRANTEE will work with:

- 1) The City of San Jose's disadvantaged census tracts with which GRANTEE currently works (6085503112, 6085503602, 6085501502, 6085503712 and 6085500100, CES 4.0 scores 76-85), and adding 6085501600 and 6085503601 (CES 4.0 score 85). San Jose is an Environmental Protection Agency Community Action for a Renewed Environment (CARE) community where residents are overly burdened emissions and reduced tree canopy, and a majority of residents speak Spanish as their first language.
- 2) South San Francisco census tracts 6081602100, 6081602200, and 6081602300 (CES 4.0 scores of 75-83), which are adjacent to San Francisco International Airport and an industrialized area where its disadvantaged community residents are exposed to transportation-related air pollution and are affected by sea rise and flooding from extreme storms.
- 3) Gilroy census tracts 06085512508 and 06085512603 (CES 4.0 scores 78-93), which encompass a narrow strip between two major roadways (Highway 101 and Monterey Highway) and a large rural area. Agricultural chemical exposures and extreme heat are major problems, and 59% of residents are Hispanic/Latino, with 49% of residents speaking a language other than English at home.

Additional census tracts will be considered for service as funds allow.

During Year 1 of the Grant project, GRANTEE will recruit and train Emerging Community Leaders (ECLs) and other interested community members in: civic engagement, leadership, public speaking and facilitation, research, grassroots organizing, and current air quality issues including local air quality status, potential health impacts, and ways to mitigate pollution.

In Year 1 through Year 2 of the Grant project, GRANTEE will offer air quality awareness activities, starting with media campaigns, tabling, and health fairs. GRANTEE will support ECLs to train community

members through in-person and virtual presentations in English, Spanish, and/or other languages as requested by communities. GRANTEE will also support ECLs to conduct research in South San Francisco and Gilroy through surveys with community members, observations, and/or key informant interviews as appropriate. GRANTEE's outreach and education activities will continue until goals for numbers of community members are reached.

In Year 2 through Year 3 of the Grant project, GRANTEE will analyze research collected by ECLs in South San Francisco and Gilroy including but not limited to data from surveys, ECL observations, and key informant interviews. ECLs will also continue training community members through in-person and virtual presentations in English, Spanish, and/or other languages as requested by communities. GRANTEE will support ECL participation in public meetings of government agencies. Those ECLs will then support participation of additional community members in public meetings of government agencies. GRANTEE will collaborate with local medical and public health offices, public schools, and social service community-based organizations to identify community member needs. GRANTEE will then provide asthma education, home assessment, and/or respiratory therapy supplies to assist impacted communities.

Part 1: Project Schedule

Year 1 Reporting Period 1 Tasks (July - October 2025)

- 1.1 GRANTEE will participate in the James Cary Smith Community Grant Program Grantee Kickoff Meeting via Zoom, tentatively scheduled for July 2025
- 1.2 GRANTEE will develop a detailed Year 1 action plan for the funded project detailing month-by-month activities and staffing, using template provided by DISTRICT (July/August)
- 1.3 GRANTEE will meet with DISTRICT Grant Manager for a 60-minute 1:1 project check-in via Zoom (August/September)
- 1.4 GRANTEE will begin implementing Year 1 action plan developed from Task 1.2 (September/October)
- 1.5 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 1.6 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 1 Reporting Period 1 Deliverables (July - October 2025 / Due November 17, 2025)

- Detailed Year 1 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 1 action plan, including but not limited to, the names and a count of Emerging Community Leaders recruited and trained; a list of training sessions provided detailing the event name, date, location, and count of participants; a summary of media campaign efforts including copies of print media and links to online media; and copies of training materials including flyers and presentations
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 1st Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 1 action plan

Year 1 Reporting Period 2 Tasks (November 2025 – February 2026)

- 2.1 GRANTEE will continue implementing Year 1 action plan developed from Task 1.2
- 2.2 GRANTEE will begin drafting a detailed Year 2 action plan for the funded project detailing month-by-month activities and staffing, using template provided by DISTRICT
- 2.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 2.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 1 Reporting Period 2 Deliverables (November 2025 – February 2026 / Due March 16, 2026)

- Draft detailed Year 2 month-by-month action plan using template provided by DISTRICT
- Any deliverables related to progress on activities in Year 1 action plan, including but not limited to a count of Emerging Community Leaders recruited and trained; a list of training sessions provided detailing the event name, date, location, and count of participants; a summary of media campaign efforts including copies of print media and links to online media; and copies of training materials including flyers and presentations
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 2nd Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 1 action plan

Year 1 Reporting Period 3 Tasks (March – June 2026)

- 3.1 GRANTEE will continue implementing Year 1 action plan developed for Task 1.2
- 3.2 GRANTEE will finalize Year 2 action plan in coordination with DISTRICT Grant Manager
- 3.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 3.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews
- 3.5 GRANTEE will prepare one written draft communication highlighting program impact using template provided by DISTRICT, for potential use by DISTRICT on its social media platforms

Year 1 Reporting Period 3 Deliverables (March – June 2026 / Due July 15, 2026)

- Detailed Year 2 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 1 action plan, including but not limited to the names and a count of Emerging Community Leaders recruited and trained; a list of training sessions provided detailing the event name, date, location, and count of participants; a summary of media campaign efforts including copies of print media and links to online media; and copies of training materials including flyers and presentations
- Draft communication highlighting program impact using template provided by DISTRICT
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software

- 3rd Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 1 action plan

Year 2

Year 2 Reporting Period 4 Tasks (July – October 2026)

- 4.1 GRANTEE will begin implementing Year 2 action plan developed for Task 3.2
- 4.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 4.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 2 Reporting Period 4 Deliverables (July – October 2026 / Due November 16, 2026)

- Any deliverables related to progress on activities in Year 2 action plan, including but not limited to the names and a count of Emerging Community Leaders (ECLs) recruited and trained; a list of training sessions and air quality awareness activities provided detailing the event name, date, location, and count of participants; copies of training materials including flyers and presentations; copies of survey instruments; and a summary of ECL and community member participation in public meetings
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 4th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 2 action plan

Year 2 Reporting Period 5 Tasks (November 2026 – February 2027)

- 5.1 GRANTEE will continue implementing Year 2 action plan developed for Task 3.2
- 5.2 GRANTEE will begin drafting Year 3 action plan for the funded project detailing month-by-month activities and staffing, using template provided by DISTRICT
- 5.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 5.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 2 Reporting Period 5 Deliverables (November 2026 – February 2027 / Due March 15, 2027)

- Draft Year 3 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 2 action plan, including but not limited to a count of Emerging Community Leaders (ECLs) recruited and trained; a list of training sessions and air quality awareness activities provided detailing the event name, date, location, and count of participants; copies of training materials including flyers and presentations; copies of survey instruments; and a summary of ECL and community member participation in public meetings

- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 5th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 2 action plan

Year 2 Reporting Period 6 Tasks (March – June 2027)

- 6.1 GRANTEE will continue implementing Year 2 action plan developed for Task 3.2
- 6.2 GRANTEE will finalize Year 3 work plan in coordination with Air District grant manager
- 6.3 Upon determination by DISTRICT, GRANTEE will attend any all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 6.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews
- 6.5 GRANTEE will prepare one written draft communication highlighting program impact using template provided by DISTRICT, for potential use by DISTRICT on its social media platforms

Year 2 Reporting Period 6 Deliverables (March – June 2027 / Due July 15, 2027)

- Detailed Year 3 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 2 action plan, including but not limited to a count of Emerging Community Leaders (ECLs) recruited and trained; a list of training sessions and air quality awareness activities provided detailing the event name, date, location, and count of participants; copies of training materials including flyers and presentations; copies of survey instruments; and a summary of ECL and community member participation in public meetings
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- Draft communication highlighting program impact using template provided by DISTRICT
- 6th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 2 action plan

Year 3

Year 3 Reporting Period 7 Tasks (July – October 2027)

- 7.1 GRANTEE will begin implementing Year 3 action plan developed from Task 6.2
- 7.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 7.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 3 Reporting Period 7 Deliverables (July – October 2027 / Due November 15, 2027)

- Any deliverables related to progress on activities in Year 3 action plan, including but not limited to a count of Emerging Community Leaders (ECLs) recruited and trained; a list of training sessions and air quality awareness activities provided detailing the event name, date, location, and count

of participants; copies of training materials including flyers and presentations; copies of survey instruments; and a summary of ECL and community member participation in public meetings

- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 7th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 3 action plan

Year 3 Reporting Period 8 Tasks (November 2027 – February 2028)

- 8.1 GRANTEE will continue implementing Year 3 action plan developed from Task 6.2
- 8.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 8.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 3 Reporting Period 8 Deliverables (November 2027 – February 2028 / Due March 15, 2028)

- Any deliverables related to progress on activities in Year 3 action plan, including but not limited to a count of Emerging Community Leaders (ECLs) recruited and trained; a list of training sessions and air quality awareness activities provided detailing the event name, date, location, and count of participants; copies of training materials including flyers and presentations; copies of survey instruments; and a summary of ECL and community member participation in public meetings
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 8th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 3 action plan

Year 3 Reporting Period 9 Tasks (March – June 2028)

- 9.1 GRANTEE will complete Year 3 action plan developed for Task 6.2
- 9.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 9.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews
- 9.4 GRANTEE will prepare one written draft communication highlighting program impact using template provided by DISTRICT, for potential use by DISTRICT on its social media platforms

Year 3 Reporting Period 9 Deliverables (March – June 2028 / Due July 31, 2028)

- Any deliverables related to progress on activities in Year 3 action plan, including but not limited to a count of Emerging Community Leaders (ECLs) recruited and trained; a list of training sessions and air quality awareness activities provided detailing the event name, date, location, and count of participants; copies of training materials including flyers and presentations; copies of survey instruments; and a summary of ECL and community member participation in public meetings
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software

- Draft communication highlighting program impact using template provided by DISTRICT
- Final Grant Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 3 action plan

Part 2: Reporting to DISTRICT

GRANTEE will develop and submit eight (8) progress reports and one (1) final grant report to the DISTRICT during Years 1 through 3 of the grant as set forth in the deliverables above, following the format provided by the DISTRICT. The reports must document progress toward and final completion of the tasks and deliverables set forth in this Work Plan.

Progress and Final Reporting Due Dates

1. Progress Report for Period 1: Due November 17, 2025
2. Progress Report for Period 2: Due March 16, 2026
3. Progress Report for Period 3: Due July 15, 2026
4. Progress Report for Period 4: Due November 16, 2026
5. Progress Report for Period 5: Due March 15, 2027
6. Progress Report for Period 6: Due July 15, 2027
7. Progress Report for Period 7: Due November 15, 2027
8. Progress Report for Period 8: Due March 15, 2028
9. Final Grant Report and deliverables: Due no later than July 31, 2028.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

GRANT AGREEMENT

GRANT NO. 2025.079

1. **PARTIES** - The parties to this Agreement (“Agreement”) are the Bay Area Air Quality Management District (“DISTRICT”) whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and **Brightline Defense Project** (“GRANTEE”) whose address is 433 Natoma Street, Floor 3, San Francisco, CA 94103.
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 Agreement under California Health and Safety Code Section 40701.
 - B. DISTRICT’s refocused James Cary Smith Community Grant Program, launched in 2022, offers grants to community-based organizations, neighborhood associations and other local nonprofit organizations.
 - C. Under the James Cary Smith Community Grant Program, DISTRICT seeks to provide grant funding for projects that will:
 - i. Help build community capacity to participate in one or more of the following: reducing air pollution, reducing human exposure to air pollution, and/or increasing community members’ ability to meaningfully engage with DISTRICT and its work;
 - ii. Design and implement strategies that foster authentic and meaningful engagement, and empower and build organizational and community capacity to actively participate in planning activities that improve a community’s environmental health;
 - iii. Uplift local efforts that improve air quality and public health; and
 - iv. Serve environmental justice communities, including communities that are under-resourced, income challenged, unhoused, English language learners, and/or overburdened by a disproportionate share of air pollution.
 - D. DISTRICT desires to award GRANTEE a grant for the activities described in Attachment A, Work Plan.
 - E. All parties to this Agreement have had the opportunity to have the Agreement reviewed by their attorney.
3. **TERM** - The term of this Agreement is from July 1, 2025 until July 31, 2028, unless further extended by amendment of this Agreement in writing, or terminated earlier.
4. **TERMINATION**
 - A. DISTRICT shall have the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days written notice to GRANTEE. 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, GRANTEE shall cease all activities under this Agreement, except such activities as are specified in the notice of termination. Within forty-five (45) days of receipt of written notice, GRANTEE is required to:
 - i) Submit a final written report describing all work performed by GRANTEE;

- ii) Submit an accounting of all grant funds expended up to and including the date of termination; and,
 - iii) Reimburse DISTRICT for any unspent funds.
 - B. DISTRICT may terminate this Agreement and be relieved of any payments should GRANTEE fail to perform the requirements of this Agreement at the time and in the manner herein provided.
5. NO AGENCY RELATIONSHIP CREATED / INDEPENDENT CAPACITY - GRANTEE and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of DISTRICT, and nothing herein shall be construed to be inconsistent with that relationship or status. DISTRICT shall not have the right to direct or control the activities of GRANTEE in performing the services provided herein.
6. CONTRACTORS / SUBCONTRACTORS / SUBGRANTEES
- A. GRANTEE will be entitled to make use of its own staff and such contractors, subcontractors, and subgrantees as are mutually acceptable to GRANTEE and DISTRICT. Any change in contractors, subcontractors, or subgrantees must be mutually acceptable to the parties. Immediately upon termination of any such contract, subcontract, or subgrant, GRANTEE shall notify DISTRICT.
 - B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between DISTRICT and any contractors, subcontractors, or subgrantees of GRANTEE, and no agreement with contractors, subcontractors, or subgrantees shall relieve GRANTEE of its responsibilities and obligations hereunder. GRANTEE agrees to be as fully responsible to DISTRICT for the acts and omissions of its contractors, subcontractors, and subgrantees and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by GRANTEE. GRANTEE's obligation to pay its contractors, subcontractors, and subgrantees is an independent obligation from DISTRICT's obligation to make payments to GRANTEE. As a result, DISTRICT shall have no obligation to pay or to enforce the payment of any moneys to any contractor, subcontractor, or subgrantee.
7. INSURANCE
- A. GRANTEE 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 GRANTEE is a sole proprietor, GRANTEE 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 GRANTEE's personal automobile liability insurance. A GRANTEE using only rental vehicles in performing work under this Agreement 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 Agreement, GRANTEE shall furnish properly-

executed certificates of insurance for all required insurance. Upon request by DISTRICT, GRANTEE shall provide a complete copy of any required insurance policy. GRANTEE 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 GRANTEE fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and deduct the cost thereof from any payments owed to GRANTEE or to terminate this Grant for breach.

8. INDEMNIFICATION - GRANTEE 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 Agreement 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 GRANTEE, its officers, agents, or employees.

9. PAYMENT

- A. DISTRICT agrees to award GRANTEE a grant of \$300,000 for the activities described in Attachment A, Work Plan. This grant shall be payable in ten (10) installments, as follows:
- i) \$20,000 within thirty (30) days after the execution of this Agreement;
 - ii) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 1, Period 1 grant report documenting GRANTEE's progress and startup costs including receipts detailing the initial \$20,000 grant fund payment used for equipment purchases, supplies, stipends, and other out-of-pocket costs;
 - iii) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 1, Period 2 grant report;
 - iv) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 1, Period 3 grant report;
 - v) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 2, Period 4 grant report;
 - vi) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 2, Period 5 grant report;
 - vii) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 2, Period 6 grant report;
 - viii) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 3, Period 7 grant report;
 - ix) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 3, Period 8 grant report;
 - x) \$15,000 within thirty (30) days upon final completion of all work specified in the Work Plan, including all Tasks and Deliverables, and after DISTRICT receipt and approval of GRANTEE's Final Grant Report.
- B. GRANTEE shall carry out the work described in the Work Plan, and shall obtain DISTRICT's written approval of any changes or modifications to the Work Plan prior to performing or incurring costs for the changed work. If GRANTEE fails to obtain such prior written approval, DISTRICT, at its sole discretion, may refuse to provide funds to pay for such work or costs.
- C. Payment will be made only to GRANTEE.
- D. GRANTEE must submit invoices for payment along with the reports and final grant report, respectively.

- E. Ineligible costs for funding include, but are not limited to, advocacy activities relating to any federal, state, regional, or local election or ballot measure, and lobbying or advocacy activities relating to any federal, state, regional, or local legislative, quasi-legislative, adjudicatory, or quasi-judicial proceeding involving development or adoption of statutes, guidelines, rules, regulations, plans or any other governmental proposal, or involving decisions concerning siting, permitting, licensing, or any other governmental action.
10. AUTHORIZED REPRESENTATIVE - GRANTEE shall continuously maintain a representative vested with signature authority authorized to work with DISTRICT on all grant-related issues. GRANTEE shall, at all times, keep DISTRICT informed as to the identity of the authorized representative.
11. NOTICES - All notices that are required under this Agreement 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: Environmental Justice Division, communitygrants@baaqmd.gov
- GRANTEE: Brightline Defense Project
433 Natoma Street, Floor 3,
San Francisco, CA 94103
Attn: Eddie Ahn, eddie@brightlinedefense.org
12. ADDITIONAL PROVISIONS - All attachment(s) to this Agreement are expressly incorporated herein by this reference and made a part hereof as though fully set forth.
13. ACKNOWLEDGEMENTS - GRANTEE shall acknowledge DISTRICT support each time the activities funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material. The acknowledgement of DISTRICT support must state "Funded by a Grant from the Bay Area Air Quality Management District." Initials or abbreviations for DISTRICT shall not be used.
14. ADVERTISING / PUBLIC EDUCATION - DISTRICT shall have the right to review and approve all draft public education or advertising materials prior to GRANTEE's use of such materials.
15. FINANCIAL MANAGEMENT SYSTEM
- A. GRANTEE shall be responsible for maintaining an adequate financial management system and will immediately notify DISTRICT when GRANTEE cannot comply with the requirements in this section.

- B. GRANTEE's financial management system shall provide for:
- i) Financial reporting: accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the grant.
 - ii) Accounting records: records that adequately identify the source and application of funds for DISTRICT-supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income.
 - iii) Internal control: effective internal and accounting controls over all funds, property and other assets. GRANTEE shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
 - iv) Budget control: comparison of actual expenditures or outlays with budgeted amounts for each grant.
 - v) Allowable cost: procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal and state requirements.
 - vi) Source documentation: accounting records that are supported by source documentation.
 - vii) Cash management: procedures to minimize the time elapsing between the advance of funds from DISTRICT and the disbursement by GRANTEE, whenever funds are advanced by DISTRICT.
- C. DISTRICT may review the adequacy of the financial management system of GRANTEE at any time subsequent to the award of the grant. If DISTRICT determines that GRANTEE's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by DISTRICT upon written notice to GRANTEE, until such time as the system meets with DISTRICT approval.
16. AUDIT / RECORDS ACCESS - GRANTEE agrees that DISTRICT shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. GRANTEE agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. GRANTEE agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, GRANTEE agrees to include a similar right of DISTRICT to audit records and interview staff in any contract, subcontract, or subgrant related to performance of this Agreement.
17. FORFEIT OF GRANT FUNDS / REPAYMENT OF FUNDS IMPROPERLY EXPENDED - If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, DISTRICT, at its sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring GRANTEE to forfeit the unexpended portion of the grant funds and/or to repay to DISTRICT any funds improperly expended.
18. COMPLIANCE - GRANTEE shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. GRANTEE shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. GRANTEE shall maintain compliance with such requirements throughout the grant period. GRANTEE shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to

carry out the terms of this Agreement. Any deviation from the requirements of this section shall result in non-payment of grant funds.

19. CONFIDENTIALITY – In order to carry out the purposes of this Agreement, GRANTEE 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 GRANTEE obtains from DISTRICT, and GRANTEE 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 GRANTEE requiring access in fulfillment of the services provided under this Agreement.
 - B. Ensure that GRANTEE's officers, employees, agents, representatives, subgrantees, 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 Agreement.
 - 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 GRANTEE'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 GRANTEE.
 - 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 Agreement and following expiration or termination of the Agreement.
 - F. Prevent access to such materials by a person or entity not authorized under this Agreement.
 - G. Establish specific procedures in order to fulfill the obligations of this section.
20. INTELLECTUAL PROPERTY RIGHTS - Title and full ownership rights to all intellectual property developed under this Agreement shall at all times remain with DISTRICT, unless otherwise agreed to in writing.
21. PUBLICATION
- A. DISTRICT shall approve in writing any report or other document prepared by GRANTEE in connection with performance under this Agreement 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 GRANTEE 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 GRANTEE for DISTRICT, pursuant to this Agreement, shall be part of DISTRICT's public record, unless otherwise indicated. GRANTEE 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 Agreement.

"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. GRANTEE shall inform its officers, employees, subgrantees, and subcontractors involved in the performance of this Agreement of the restrictions contained herein and shall require compliance with the above.
22. PROPERTY AND SECURITY - Without limiting GRANTEE's obligations with regard to security, GRANTEE shall comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT's premises.
23. ASSIGNMENT - No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Agreement to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.
24. 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 Agreement 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 Agreement, 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.
25. FORCE MAJEURE - Neither DISTRICT nor GRANTEE shall be liable for or deemed to be in default for any delay or failure in performance under this Agreement 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 GRANTEE, 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 Agreement.

26. SEVERABILITY - If a court of competent jurisdiction holds any provision of this Agreement 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.
27. HEADINGS - Headings on the sections and paragraphs of this Agreement 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 Agreement.
28. 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.
29. GOVERNING LAW - Any dispute that arises under or relates to this Agreement shall be governed by California law, excluding any laws that direct the application to another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Agreement, including mediation, shall be San Francisco, California.
30. ENTIRE AGREEMENT AND MODIFICATION - This Agreement represents the final, complete, and exclusive statement of the agreement between the parties and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Agreement may only be amended by mutual agreement of the parties in writing and signed by both parties.
31. SURVIVAL OF TERMS - The provisions of sections 8 (Indemnification), 16 (Audit / Records Access), 17 (Forfeit of Grant Funds / Repayment of Funds Improperly Expended), 19 (Confidentiality), 20 (Intellectual Property Rights), and 21 (Publication) shall survive the expiration or termination of this Agreement.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

Brightline Defense Project

By: _____
Dr. Philip M. Fine
Executive Officer/APCO

By: _____
Eddie Ahn
Executive Director

Date: _____

Date: _____

Approved as to form:

By: _____
Alexander G. Crockett
General Counsel

ATTACHMENT A

WORK PLAN

Overview of Project

GRANTEE's mission is to raise awareness about air quality in frontline communities of Eastern San Francisco; train community leaders on relevant air quality information, air quality governance and disaster preparedness; and expand community capacity to develop authentic community participation in air quality decision-making processes.

GRANTEE's James Cary Smith Community Grant project seeks to 1) provide educational workshops for community leaders; 2) organize, train, and build the capacity of community leaders to assess community needs and host air quality workshops for community members; and 3) meaningfully engage in public decision-making processes.

GRANTEE will conduct its project in the Eastern San Francisco neighborhoods of the Tenderloin, South of Market (SoMa), Bayview Hunters Point, and Chinatown, and will serve adult Single Room Occupancy (SRO) tenant leaders, monolingual Spanish and Chinese-speakers, and youth leaders. To execute the project, GRANTEE will partner with three community-based organizations: Central City SRO Collaborative (CCSROC), La Voz Latina (LVL), and Community Youth Center (CYC).

Throughout the grant term, GRANTEE will:

- Host monthly educational workshops for adult and youth leaders on air quality, exposure reduction, and decision-making processes.
- Support community leaders to engage approximately 30 community members per year (totaling 100 by the end of the grant) who are interested in air quality and environmental justice through participation in community engagement activities such as public workshops and/or tabling events.
- Oversee completion of one activity/project per adult leader per year, referred to as an "Action Day" by GRANTEE. Action Days include a wide range of activities including, but not limited to, making a public comment at a meeting of a government agency, hosting a workshop, or involvement in other community engagement events. Action Days will look different for each leader but must be approved by GRANTEE.
- Engage a new cycle of youth leaders annually. GRANTEE will hold monthly educational workshops for youth, including one Science, Technology, Engineer, and Math (STEM) career panel per year and one community garden field trip per year.

Year 1 of the grant will focus on recruiting a mobilized group of 25 community leaders (ten Adult Tenant Leaders from CCSROC, five Community Leaders from LVL, and ten youth leaders from CYC) and collecting information to better understand community concerns and needs. In Year 1, GRANTEE will host monthly educational workshops for adult and youth leaders on air quality, exposure reduction, and decision-making processes. GRANTEE will support community leaders to conduct a needs assessment survey campaign, with a goal of 200 completed surveys across all three community partners (CCSROC, LVL, and CYC).

Year 2 of the grant will focus on educating and training additional community leaders who share GRANTEE's mission, equipping these leaders with the tools to participate in governmental decision-making processes. Each adult leader will conduct at least ten surveys or interviews (through canvassing

or at the end of workshops), resulting in 150 surveys to gauge their community's understanding of air quality and desired topics for education.

Year 3 of the grant will focus on mobilizing a larger, dedicated number of community members who support GRANTEE's mission, are informed on preventative health measures related to poor air quality, and are equipped with the tools to participate in government decision-making processes.

Part 1: Project Schedule

Year 1 Reporting Period 1 Tasks (July - October 2025)

- 1.1 GRANTEE will participate in the James Cary Smith Community Grant Program Grantee Kickoff Meeting via Zoom, tentatively scheduled for July 2025
- 1.2 GRANTEE will develop a detailed Year 1 action plan for the funded project detailing month-by-month activities and staffing, using template provided by DISTRICT (July/August)
- 1.3 GRANTEE will meet with DISTRICT Grant Manager for a 60-minute 1:1 project check-in via Zoom (August/September)
- 1.4 GRANTEE will begin implementing Year 1 action plan developed from Task 1.2 (September/October)
- 1.5 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 1.6 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 1 Reporting Period 1 Deliverables (July - October 2025 / Due November 17, 2025)

- Detailed Year 1 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 1 action plan, including but not limited to a list of workshops provided; a count or list of community leaders recruited to participate in the program; educational workshop sign-in sheets, flyers, and/or presentations; needs assessment survey instrument; and a brief summary of adult leader Action Days
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 1st Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 1 action plan

Year 1 Reporting Period 2 Tasks (November 2025 – February 2026)

- 2.1 GRANTEE will continue implementing Year 1 action plan developed from Task 1.2
- 2.2 GRANTEE will begin drafting a detailed Year 2 action plan for the funded project detailing month-by-month activities and staffing, using template provided by DISTRICT
- 2.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 2.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 1 Reporting Period 2 Deliverables (November 2025 – February 2026 / Due March 16, 2026)

- Draft detailed Year 2 month-by-month action plan using template provided by DISTRICT
- Any deliverables related to progress on activities in Year 1 action plan, including but not limited to a list of workshops provided; a count or list of community leaders participating in the program; educational workshop sign-in sheets, flyers, and/or presentations; and a brief summary of adult leader Action Days
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 2nd Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 1 action plan

Year 1 Reporting Period 3 Tasks (March – June 2026)

- 3.1 GRANTEE will continue implementing Year 1 action plan developed for Task 1.2
- 3.2 GRANTEE will finalize Year 2 action plan in coordination with DISTRICT Grant Manager
- 3.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 3.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews
- 3.5 GRANTEE will prepare one written draft communication highlighting program impact using template provided by DISTRICT, for potential use by DISTRICT on its social media platforms

Year 1 Reporting Period 3 Deliverables (March – June 2026 / Due July 15, 2026)

- Detailed Year 2 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 1 action plan, including but not limited to a list of workshops provided; a count or list of community leaders participating in the program; educational workshop sign-in sheets, flyers, and/or presentations; and a brief summary of adult leader Action Days
- Draft communication highlighting program impact using template provided by DISTRICT
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 3rd Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 1 action plan

Year 2

Year 2 Reporting Period 4 Tasks (July – October 2026)

- 4.1 GRANTEE will begin implementing Year 2 action plan developed for Task 3.2
- 4.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 4.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 2 Reporting Period 4 Deliverables (July – October 2026 / Due November 16, 2026)

- Any deliverables related to progress on activities in Year 2 action plan, including but not limited to a list of workshops provided; a count or list of community leaders recruited to participate in the program; educational workshop sign-in sheets, flyers, and/or presentations; and a brief summary of adult leader Action Days
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 4th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 2 action plan

Year 2 Reporting Period 5 Tasks (November 2026 – February 2027)

- 5.1 GRANTEE will continue implementing Year 2 action plan developed for Task 3.2
- 5.2 GRANTEE will begin drafting Year 3 action plan for the funded project detailing month-by-month activities and staffing, using template provided by DISTRICT
- 5.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 5.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 2 Reporting Period 5 Deliverables (November 2026 – February 2027 / Due March 15, 2027)

- Draft Year 3 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 2 action plan, including but not limited to a list of workshops provided; a count or list of community leaders participating in the program; educational workshop sign-in sheets, flyers, and/or presentations; and a brief summary of adult leader Action Days
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 5th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 2 action plan

Year 2 Reporting Period 6 Tasks (March – June 2027)

- 6.1 GRANTEE will continue implementing Year 2 action plan developed for Task 3.2
- 6.2 GRANTEE will finalize Year 3 work plan in coordination with Air District grant manager
- 6.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 6.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews
- 6.5 GRANTEE will prepare one written draft communication highlighting program impact using template provided by DISTRICT, for potential use by DISTRICT on its social media platforms

Year 2 Reporting Period 6 Deliverables (March – June 2027 / Due July 15, 2027)

- Detailed Year 3 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 2 action plan, including but not limited to a list of workshops provided; a count or list of community leaders participating in the program; educational workshop sign-in sheets, flyers, and/or presentations; and a brief summary of adult leader Action Days
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- Draft communication highlighting program impact using template provided by DISTRICT
- 6th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 2 action plan

Year 3

Year 3 Reporting Period 7 Tasks (July – October 2027)

- 7.1 GRANTEE will begin implementing Year 3 action plan developed from Task 6.2
- 7.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 7.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 3 Reporting Period 7 Deliverables (July – October 2027 / Due November 15, 2027)

- Any deliverables related to progress on activities in Year 3 action plan, including but not limited to a list of workshops provided; a count or list of community leaders recruited to participate in the program; educational workshop sign-in sheets, flyers, and/or presentations; and a brief summary of adult leader Action Days
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 7th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 3 action plan

Year 3 Reporting Period 8 Tasks (November 2027 – February 2028)

- 8.1 GRANTEE will continue implementing Year 3 action plan developed from Task 6.2
- 8.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 8.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 3 Reporting Period 8 Deliverables (November 2027 – February 2028 / Due March 15, 2028)

- Any deliverables related to progress on activities in Year 3 action plan, including but not limited to a list of workshops provided; a count or list of community leaders participating in the program;

educational workshop sign-in sheets, flyers, and/or presentations; and a brief summary of adult leader Action Days

- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 8th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 3 action plan

Year 3 Reporting Period 9 Tasks (March – June 2028)

- 9.1 GRANTEE will complete Year 3 action plan developed for Task 6.2
- 9.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 9.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews
- 9.4 GRANTEE will prepare one written draft communication highlighting program impact using template provided by DISTRICT, for potential use by DISTRICT on its social media platforms

Year 3 Reporting Period 9 Deliverables (March – June 2028 / Due July 31, 2028)

- Any deliverables related to progress on activities in Year 3 action plan, including but not limited to a list of workshops provided; a count or list of community leaders participating in the program; educational workshop sign-in sheets, flyers, and/or presentations; and a brief summary of adult leader Action Days
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- Draft communication highlighting program impact using template provided by DISTRICT
- Final Grant Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 3 action plan

Part 2: Reporting to DISTRICT

GRANTEE will develop and submit eight (8) progress reports and one (1) final grant report to the DISTRICT during Years 1 through 3 of the grant as set forth in the deliverables above, following the format provided by the DISTRICT. The reports must document progress toward and final completion of the tasks and deliverables set forth in this Work Plan.

Progress and Final Reporting Due Dates

1. Progress Report for Period 1: Due November 17, 2025
2. Progress Report for Period 2: Due March 16, 2026
3. Progress Report for Period 3: Due July 15, 2026
4. Progress Report for Period 4: Due November 16, 2026
5. Progress Report for Period 5: Due March 15, 2027
6. Progress Report for Period 6: Due July 15, 2027
7. Progress Report for Period 7: Due November 15, 2027
8. Progress Report for Period 8: Due March 15, 2028
9. Final Grant Report and deliverables: Due no later than July 31, 2028.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

GRANT AGREEMENT

GRANT NO. 2025.096

1. **PARTIES** - The parties to this Agreement ("Agreement") are the Bay Area Air Quality Management District ("DISTRICT") whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and **California Interfaith Power & Light** ("GRANTEE") whose address is 685 14th Street, 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 Agreement under California Health and Safety Code Section 40701.
 - B. DISTRICT's refocused James Cary Smith Community Grant Program, launched in 2022, offers grants to community-based organizations, neighborhood associations and other local nonprofit organizations.
 - C. Under the James Cary Smith Community Grant Program, DISTRICT seeks to provide grant funding for projects that will:
 - i. Help build community capacity to participate in one or more of the following: reducing air pollution, reducing human exposure to air pollution, and/or increasing community members' ability to meaningfully engage with DISTRICT and its work;
 - ii. Design and implement strategies that foster authentic and meaningful engagement, and empower and build organizational and community capacity to actively participate in planning activities that improve a community's environmental health;
 - iii. Uplift local efforts that improve air quality and public health; and
 - iv. Serve environmental justice communities, including communities that are under-resourced, income challenged, unhoused, English language learners, and/or overburdened by a disproportionate share of air pollution.
 - D. DISTRICT desires to award GRANTEE a grant for the activities described in Attachment A, Work Plan.
 - E. All parties to this Agreement have had the opportunity to have the Agreement reviewed by their attorney.
3. **TERM** - The term of this Agreement is from July 1, 2025 until July 31, 2028, unless further extended by amendment of this Agreement in writing, or terminated earlier.
4. **TERMINATION**
 - A. DISTRICT shall have the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days written notice to GRANTEE. 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, GRANTEE shall cease all activities under this Agreement, except such activities as are specified in the notice of termination. Within forty-five (45) days of receipt of written notice, GRANTEE is required to:
 - i) Submit a final written report describing all work performed by GRANTEE;

- ii) Submit an accounting of all grant funds expended up to and including the date of termination; and,
 - iii) Reimburse DISTRICT for any unspent funds.
 - B. DISTRICT may terminate this Agreement and be relieved of any payments should GRANTEE fail to perform the requirements of this Agreement at the time and in the manner herein provided.
5. NO AGENCY RELATIONSHIP CREATED / INDEPENDENT CAPACITY - GRANTEE and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of DISTRICT, and nothing herein shall be construed to be inconsistent with that relationship or status. DISTRICT shall not have the right to direct or control the activities of GRANTEE in performing the services provided herein.
6. CONTRACTORS / SUBCONTRACTORS / SUBGRANTEES
- A. GRANTEE will be entitled to make use of its own staff and such contractors, subcontractors, and subgrantees as are mutually acceptable to GRANTEE and DISTRICT. Any change in contractors, subcontractors, or subgrantees must be mutually acceptable to the parties. Immediately upon termination of any such contract, subcontract, or subgrant, GRANTEE shall notify DISTRICT.
 - B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between DISTRICT and any contractors, subcontractors, or subgrantees of GRANTEE, and no agreement with contractors, subcontractors, or subgrantees shall relieve GRANTEE of its responsibilities and obligations hereunder. GRANTEE agrees to be as fully responsible to DISTRICT for the acts and omissions of its contractors, subcontractors, and subgrantees and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by GRANTEE. GRANTEE's obligation to pay its contractors, subcontractors, and subgrantees is an independent obligation from DISTRICT's obligation to make payments to GRANTEE. As a result, DISTRICT shall have no obligation to pay or to enforce the payment of any moneys to any contractor, subcontractor, or subgrantee.
7. INSURANCE
- A. GRANTEE 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 GRANTEE is a sole proprietor, GRANTEE 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 GRANTEE's personal automobile liability insurance. A GRANTEE using only rental vehicles in performing work under this Agreement 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 Agreement, GRANTEE shall furnish properly-

executed certificates of insurance for all required insurance. Upon request by DISTRICT, GRANTEE shall provide a complete copy of any required insurance policy. GRANTEE 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 GRANTEE fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and deduct the cost thereof from any payments owed to GRANTEE or to terminate this Grant for breach.

8. INDEMNIFICATION - GRANTEE 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 Agreement 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 GRANTEE, its officers, agents, or employees.

9. PAYMENT

- A. DISTRICT agrees to award GRANTEE a grant of \$300,000 for the activities described in Attachment A, Work Plan. This grant shall be payable in ten (10) installments, as follows:
- i) \$20,000 within thirty (30) days after the execution of this Agreement;
 - ii) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 1, Period 1 grant report documenting GRANTEE's progress and startup costs including receipts detailing the initial \$20,000 grant fund payment used for equipment purchases, supplies, stipends, and other out-of-pocket costs;
 - iii) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 1, Period 2 grant report;
 - iv) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 1, Period 3 grant report;
 - v) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 2, Period 4 grant report;
 - vi) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 2, Period 5 grant report;
 - vii) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 2, Period 6 grant report;
 - viii) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 3, Period 7 grant report;
 - ix) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 3, Period 8 grant report;
 - x) \$15,000 within thirty (30) days upon final completion of all work specified in the Work Plan, including all Tasks and Deliverables, and after DISTRICT receipt and approval of GRANTEE's Final Grant Report.
- B. GRANTEE shall carry out the work described in the Work Plan, and shall obtain DISTRICT's written approval of any changes or modifications to the Work Plan prior to performing or incurring costs for the changed work. If GRANTEE fails to obtain such prior written approval, DISTRICT, at its sole discretion, may refuse to provide funds to pay for such work or costs.
- C. Payment will be made only to GRANTEE.
- D. GRANTEE must submit invoices for payment along with the reports and final grant report, respectively.

E. Ineligible costs for funding include, but are not limited to, advocacy activities relating to any federal, state, regional, or local election or ballot measure, and lobbying or advocacy activities relating to any federal, state, regional, or local legislative, quasi-legislative, adjudicatory, or quasi-judicial proceeding involving development or adoption of statutes, guidelines, rules, regulations, plans or any other governmental proposal, or involving decisions concerning siting, permitting, licensing, or any other governmental action.

10. AUTHORIZED REPRESENTATIVE - GRANTEE shall continuously maintain a representative vested with signature authority authorized to work with DISTRICT on all grant-related issues. GRANTEE shall, at all times, keep DISTRICT informed as to the identity of the authorized representative.

11. NOTICES - All notices that are required under this Agreement 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: Environmental Justice Division, communitygrants@baaqmd.gov

GRANTEE: California Interfaith Power and Light
685 14th Street
Oakland, CA 94612
Attn: Susan Stephenson, susan@interfaithpower.org

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

13. ACKNOWLEDGEMENTS - GRANTEE shall acknowledge DISTRICT support each time the activities funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material. The acknowledgement of DISTRICT support must state "Funded by a Grant from the Bay Area Air Quality Management District." Initials or abbreviations for DISTRICT shall not be used.

14. ADVERTISING / PUBLIC EDUCATION - DISTRICT shall have the right to review and approve all draft public education or advertising materials prior to GRANTEE's use of such materials.

15. FINANCIAL MANAGEMENT SYSTEM

A. GRANTEE shall be responsible for maintaining an adequate financial management system and will immediately notify DISTRICT when GRANTEE cannot comply with the requirements in this section.

- B. GRANTEE's financial management system shall provide for:
- i) Financial reporting: accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the grant.
 - ii) Accounting records: records that adequately identify the source and application of funds for DISTRICT-supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income.
 - iii) Internal control: effective internal and accounting controls over all funds, property and other assets. GRANTEE shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
 - iv) Budget control: comparison of actual expenditures or outlays with budgeted amounts for each grant.
 - v) Allowable cost: procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal and state requirements.
 - vi) Source documentation: accounting records that are supported by source documentation.
 - vii) Cash management: procedures to minimize the time elapsing between the advance of funds from DISTRICT and the disbursement by GRANTEE, whenever funds are advanced by DISTRICT.
- C. DISTRICT may review the adequacy of the financial management system of GRANTEE at any time subsequent to the award of the grant. If DISTRICT determines that GRANTEE's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by DISTRICT upon written notice to GRANTEE, until such time as the system meets with DISTRICT approval.
16. AUDIT / RECORDS ACCESS - GRANTEE agrees that DISTRICT shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. GRANTEE agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. GRANTEE agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, GRANTEE agrees to include a similar right of DISTRICT to audit records and interview staff in any contract, subcontract, or subgrant related to performance of this Agreement.
17. FORFEIT OF GRANT FUNDS / REPAYMENT OF FUNDS IMPROPERLY EXPENDED - If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, DISTRICT, at its sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring GRANTEE to forfeit the unexpended portion of the grant funds and/or to repay to DISTRICT any funds improperly expended.
18. COMPLIANCE - GRANTEE shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. GRANTEE shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. GRANTEE shall maintain compliance with such requirements throughout the grant period. GRANTEE shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to

carry out the terms of this Agreement. Any deviation from the requirements of this section shall result in non-payment of grant funds.

19. CONFIDENTIALITY – In order to carry out the purposes of this Agreement, GRANTEE 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 GRANTEE obtains from DISTRICT, and GRANTEE 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 GRANTEE requiring access in fulfillment of the services provided under this Agreement.
 - B. Ensure that GRANTEE's officers, employees, agents, representatives, subgrantees, 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 Agreement.
 - 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 GRANTEE'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 GRANTEE.
 - 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 Agreement and following expiration or termination of the Agreement.
 - F. Prevent access to such materials by a person or entity not authorized under this Agreement.
 - G. Establish specific procedures in order to fulfill the obligations of this section.
20. INTELLECTUAL PROPERTY RIGHTS - Title and full ownership rights to all intellectual property developed under this Agreement shall at all times remain with DISTRICT, unless otherwise agreed to in writing.
21. PUBLICATION
- A. DISTRICT shall approve in writing any report or other document prepared by GRANTEE in connection with performance under this Agreement 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 GRANTEE 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 GRANTEE for DISTRICT, pursuant to this Agreement, shall be part of DISTRICT's public record, unless otherwise indicated. GRANTEE 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 Agreement.

"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. GRANTEE shall inform its officers, employees, subgrantees, and subcontractors involved in the performance of this Agreement of the restrictions contained herein and shall require compliance with the above.
22. PROPERTY AND SECURITY - Without limiting GRANTEE's obligations with regard to security, GRANTEE shall comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT's premises.
23. ASSIGNMENT - No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Agreement to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.
24. 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 Agreement 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 Agreement, 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.
25. FORCE MAJEURE - Neither DISTRICT nor GRANTEE shall be liable for or deemed to be in default for any delay or failure in performance under this Agreement 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 GRANTEE, 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 Agreement.

26. SEVERABILITY - If a court of competent jurisdiction holds any provision of this Agreement 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.
27. HEADINGS - Headings on the sections and paragraphs of this Agreement 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 Agreement.
28. 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.
29. GOVERNING LAW - Any dispute that arises under or relates to this Agreement shall be governed by California law, excluding any laws that direct the application to another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Agreement, including mediation, shall be San Francisco, California.
30. ENTIRE AGREEMENT AND MODIFICATION - This Agreement represents the final, complete, and exclusive statement of the agreement between the parties and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Agreement may only be amended by mutual agreement of the parties in writing and signed by both parties.
31. SURVIVAL OF TERMS - The provisions of sections 8 (Indemnification), 16 (Audit / Records Access), 17 (Forfeit of Grant Funds / Repayment of Funds Improperly Expended), 19 (Confidentiality), 20 (Intellectual Property Rights), and 21 (Publication) shall survive the expiration or termination of this Agreement.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

California Interfaith Power & Light

By: _____
Dr. Philip M. Fine
Executive Officer/APCO

By: _____
Susan Stephenson
Executive Director

Date: _____

Date: _____

Approved as to form:

By: _____
Alexander G. Crockett
General Counsel

ATTACHMENT A

WORK PLAN

Overview of Project

GRANTEE's mission is to inspire and mobilize individuals and communities of faith and conscience to take bold and just action on climate change. GRANTEE's James Cary Smith Community Grant (Grant) project is a comprehensive initiative to educate and equip disadvantaged communities to advocate for improved air quality and environmental justice in the Bay Area, with a focus on disadvantaged communities within Alameda County, San Mateo County, and/or Santa Clara County identified as priority areas by DISTRICT. GRANTEE's goal is that communities and their leaders play an active role in expressing their needs and concerns while being empowered to participate in the decision-making process.

GRANTEE's goals include the following:

- Empower local communities to participate meaningfully in decisions that affect their environmental health.
- Build capacity among congregations and community groups to address air pollution and its impacts.
- Organize and engage communities in educational and advocacy efforts to improve air quality and public health.

During Year 1 of the Grant project, GRANTEE will:

- In coordination with DISTRICT, identify potential geographies and congregations that are both appropriate sites for this project and have point people, lay leaders or clergy, who are interested in leading advocacy efforts with their community.
- Execute a written, signed agreement with three key congregations or faith entities in disadvantaged communities within Alameda County, San Mateo County, and/or Santa Clara County to form a faith coalition.
- Conduct training sessions for faith leaders and climate champion participants in-person and/or virtually about air quality issues and community-driven solutions in English and/or other languages as needed.

During Year 2 of the Grant project, GRANTEE will:

- Expand the faith coalition by adding three new faith communities within the same county/counties as previous participating communities.
- Conduct training sessions for faith leaders and climate champion participants in-person and/or virtually about air quality issues and community-driven solutions in English and/or other languages as needed.

During Year 3 of the Grant project, GRANTEE will:

- Expand the faith coalition by adding an additional three faith communities located in the same county/counties as previous participating communities.
- Conduct training sessions for faith leaders and climate champion participants in-person and/or virtually about air quality issues and community-driven solutions in English and/or other languages as needed.

- Assess the impact of the program by gathering feedback from faith leaders and climate champions, and share best practices and lessons learned through reports or community forums to support ongoing engagement and replication.

Part 1: Project Schedule

Year 1 Reporting Period 1 Tasks (July - October 2025)

- 1.1 GRANTEE will participate in the James Cary Smith Community Grant Program Grantee Kickoff Meeting via Zoom, tentatively scheduled for July 2025
- 1.2 GRANTEE will develop a detailed Year 1 action plan for the funded project detailing month-by-month activities and staffing, using template provided by DISTRICT (July/August)
- 1.3 GRANTEE will meet with DISTRICT Grant Manager for a 60-minute 1:1 project check-in via Zoom (August/September)
- 1.4 GRANTEE will begin implementing Year 1 action plan developed from Task 1.2 (September/October)
- 1.5 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 1.6 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 1 Reporting Period 1 Deliverables (July - October 2025 / Due November 17, 2025)

- Detailed Year 1 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 1 action plan, including but not limited to a summary of congregations identified and the advocacy approaches/strategies by their point people, a list of trainings provided detailing the event name, date, location, language(s), and count of participants; copies of training flyers and presentations; and copies of signed agreements with key congregations or faith entities
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 1st Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 1 action plan

Year 1 Reporting Period 2 Tasks (November 2025 – February 2026)

- 2.1 GRANTEE will continue implementing Year 1 action plan developed from Task 1.2
- 2.2 GRANTEE will begin drafting a detailed Year 2 action plan for the funded project detailing month-by-month activities and staffing, using template provided by DISTRICT
- 2.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 2.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 1 Reporting Period 2 Deliverables (November 2025 – February 2026 / Due March 16, 2026)

- Draft detailed Year 2 month-by-month action plan using template provided by DISTRICT
- Any deliverables related to progress on activities in Year 1 action plan, including but not limited to a summary of congregations identified and the advocacy approaches/strategies by their point people, a list of trainings provided detailing the event name, date, location, language(s), and count of participants; copies of training flyers and presentations; and copies of signed agreements with key congregations or faith entities
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 2nd Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 1 action plan

Year 1 Reporting Period 3 Tasks (March – June 2026)

- 3.1 GRANTEE will continue implementing Year 1 action plan developed for Task 1.2
- 3.2 GRANTEE will finalize Year 2 action plan in coordination with DISTRICT Grant Manager
- 3.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 3.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews
- 3.5 GRANTEE will prepare one written draft communication highlighting program impact using template provided by DISTRICT, for potential use by DISTRICT on its social media platforms

Year 1 Reporting Period 3 Deliverables (March – June 2026 / Due July 15, 2026)

- Detailed Year 2 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 1 action plan, including but not limited to a summary of congregations identified and the advocacy approaches/strategies by their point people, a list of trainings provided detailing the event name, date, location, language(s), and count of participants; copies of training flyers and presentations; and copies of signed agreements with key congregations or faith entities
- Draft communication highlighting program impact using template provided by DISTRICT
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 3rd Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 1 action plan

Year 2

Year 2 Reporting Period 4 Tasks (July – October 2026)

- 4.1 GRANTEE will begin implementing Year 2 action plan developed for Task 3.2
- 4.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)

- 4.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 2 Reporting Period 4 Deliverables (July – October 2026 / Due November 16, 2026)

- Any deliverables related to progress on activities in Year 2 action plan, including but not limited to a summary of congregations identified and the advocacy approaches/strategies by their point people, a list of trainings provided detailing the event name, date, location, language(s), and count of participants; copies of training flyers and presentations; and copies of signed agreements with key congregations or faith entities
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 4th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 2 action plan

Year 2 Reporting Period 5 Tasks (November 2026 – February 2027)

- 5.1 GRANTEE will continue implementing Year 2 action plan developed for Task 3.2
- 5.2 GRANTEE will begin drafting Year 3 action plan for the funded project detailing month-by-month activities and staffing, using template provided by DISTRICT
- 5.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 5.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 2 Reporting Period 5 Deliverables (November 2026 – February 2027 / Due March 15, 2027)

- Draft Year 3 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 2 action plan, including but not limited to a summary of congregations identified and the advocacy approaches/strategies by their point people, a list of trainings provided detailing the event name, date, location, language(s), and count of participants; copies of training flyers and presentations; and copies of signed agreements with key congregations or faith entities
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 5th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 2 action plan

Year 2 Reporting Period 6 Tasks (March – June 2027)

- 6.1 GRANTEE will continue implementing Year 2 action plan developed for Task 3.2
- 6.2 GRANTEE will finalize Year 3 work plan in coordination with Air District grant manager
- 6.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 6.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program

evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

- 6.5 GRANTEE will prepare one written draft communication highlighting program impact using template provided by DISTRICT, for potential use by DISTRICT on its social media platforms

Year 2 Reporting Period 6 Deliverables (March – June 2027 / Due July 15, 2027)

- Detailed Year 3 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 2 action plan, including but not limited to a summary of congregations identified and the advocacy approaches/strategies by their point people, a list of trainings provided detailing the event name, date, location, language(s), and count of participants; copies of training flyers and presentations; and copies of signed agreements with key congregations or faith entities
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- Draft communication highlighting program impact using template provided by DISTRICT
- 6th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 2 action plan

Year 3

Year 3 Reporting Period 7 Tasks (July – October 2027)

- 7.1 GRANTEE will begin implementing Year 3 action plan developed from Task 6.2
- 7.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 7.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 3 Reporting Period 7 Deliverables (July – October 2027 / Due November 15, 2027)

- Any deliverables related to progress on activities in Year 3 action plan, including but not limited to a summary of congregations identified and the advocacy approaches/strategies by their point people, a list of trainings provided detailing the event name, date, location, language(s), and count of participants; copies of training flyers and presentations; and copies of signed agreements with key congregations or faith entities
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 7th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 3 action plan

Year 3 Reporting Period 8 Tasks (November 2027 – February 2028)

- 8.1 GRANTEE will continue implementing Year 3 action plan developed from Task 6.2
- 8.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)

- 8.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 3 Reporting Period 8 Deliverables (November 2027 – February 2028 / Due March 15, 2028)

- Any deliverables related to progress on activities in Year 3 action plan, including but not limited to a summary of congregations identified and the advocacy approaches/strategies by their point people, a list of trainings provided detailing the event name, date, location, language(s), and count of participants; copies of training flyers and presentations; and copies of signed agreements with key congregations or faith entities
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 8th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 3 action plan

Year 3 Reporting Period 9 Tasks (March – June 2028)

- 9.1 GRANTEE will complete Year 3 action plan developed for Task 6.2
- 9.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 9.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews
- 9.4 GRANTEE will prepare one written draft communication highlighting program impact using template provided by DISTRICT, for potential use by DISTRICT on its social media platforms

Year 3 Reporting Period 9 Deliverables (March – June 2028 / Due July 31, 2028)

- Any deliverables related to progress on activities in Year 3 action plan, including but not limited to a summary of congregations identified and the advocacy approaches/strategies by their point people, a list of trainings provided detailing the event name, date, location, language(s), and count of participants; copies of training flyers and presentations; and copies of signed agreements with key congregations or faith entities
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- Draft communication highlighting program impact using template provided by DISTRICT
- Final Grant Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 3 action plan

Part 2: Reporting to DISTRICT

GRANTEE will develop and submit eight (8) progress reports and one (1) final grant report to the DISTRICT during Years 1 through 3 of the grant as set forth in the deliverables above, following the format provided by the DISTRICT. The reports must document progress toward and final completion of the tasks and deliverables set forth in this Work Plan.

Progress and Final Reporting Due Dates

1. Progress Report for Period 1: Due November 17, 2025
2. Progress Report for Period 2: Due March 16, 2026
3. Progress Report for Period 3: Due July 15, 2026
4. Progress Report for Period 4: Due November 16, 2026
5. Progress Report for Period 5: Due March 15, 2027
6. Progress Report for Period 6: Due July 15, 2027
7. Progress Report for Period 7: Due November 15, 2027
8. Progress Report for Period 8: Due March 15, 2028
9. Final Grant Report and deliverables: Due no later than July 31, 2028.

DRAFT

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

GRANT AGREEMENT

GRANT NO. 2025.097

1. **PARTIES** - The parties to this Agreement ("Agreement") are the Bay Area Air Quality Management District ("DISTRICT") whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and **Citizen Air Monitoring Network** ("GRANTEE") whose address is #175 3505 Sonoma Blvd., Ste. 20 Vallejo, CA 94590.
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 Agreement under California Health and Safety Code Section 40701.
 - B. DISTRICT's refocused James Cary Smith Community Grant Program, launched in 2022, offers grants to community-based organizations, neighborhood associations and other local nonprofit organizations.
 - C. Under the James Cary Smith Community Grant Program, DISTRICT seeks to provide grant funding for projects that will:
 - i. Help build community capacity to participate in one or more of the following: reducing air pollution, reducing human exposure to air pollution, and/or increasing community members' ability to meaningfully engage with DISTRICT and its work;
 - ii. Design and implement strategies that foster authentic and meaningful engagement, and empower and build organizational and community capacity to actively participate in planning activities that improve a community's environmental health;
 - iii. Uplift local efforts that improve air quality and public health; and
 - iv. Serve environmental justice communities, including communities that are under-resourced, income challenged, unhoused, English language learners, and/or overburdened by a disproportionate share of air pollution.
 - D. DISTRICT desires to award GRANTEE a grant for the activities described in Attachment A, Work Plan.
 - E. All parties to this Agreement have had the opportunity to have the Agreement reviewed by their attorney.
3. **TERM** - The term of this Agreement is from July 1, 2025 until July 31, 2028, unless further extended by amendment of this Agreement in writing, or terminated earlier.
4. **TERMINATION**
 - A. DISTRICT shall have the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days written notice to GRANTEE. 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, GRANTEE shall cease all activities under this Agreement, except such activities as are specified in the notice of termination. Within forty-five (45) days of receipt of written notice, GRANTEE is required to:
 - i) Submit a final written report describing all work performed by GRANTEE;

- ii) Submit an accounting of all grant funds expended up to and including the date of termination; and,
 - iii) Reimburse DISTRICT for any unspent funds.
 - B. DISTRICT may terminate this Agreement and be relieved of any payments should GRANTEE fail to perform the requirements of this Agreement at the time and in the manner herein provided.
5. NO AGENCY RELATIONSHIP CREATED / INDEPENDENT CAPACITY - GRANTEE and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of DISTRICT, and nothing herein shall be construed to be inconsistent with that relationship or status. DISTRICT shall not have the right to direct or control the activities of GRANTEE in performing the services provided herein.
6. CONTRACTORS / SUBCONTRACTORS / SUBGRANTEES
- A. GRANTEE will be entitled to make use of its own staff and such contractors, subcontractors, and subgrantees as are mutually acceptable to GRANTEE and DISTRICT. Any change in contractors, subcontractors, or subgrantees must be mutually acceptable to the parties. Immediately upon termination of any such contract, subcontract, or subgrant, GRANTEE shall notify DISTRICT.
 - B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between DISTRICT and any contractors, subcontractors, or subgrantees of GRANTEE, and no agreement with contractors, subcontractors, or subgrantees shall relieve GRANTEE of its responsibilities and obligations hereunder. GRANTEE agrees to be as fully responsible to DISTRICT for the acts and omissions of its contractors, subcontractors, and subgrantees and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by GRANTEE. GRANTEE's obligation to pay its contractors, subcontractors, and subgrantees is an independent obligation from DISTRICT's obligation to make payments to GRANTEE. As a result, DISTRICT shall have no obligation to pay or to enforce the payment of any moneys to any contractor, subcontractor, or subgrantee.
7. INSURANCE
- A. GRANTEE 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 GRANTEE is a sole proprietor, GRANTEE 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 GRANTEE's personal automobile liability insurance. A GRANTEE using only rental vehicles in performing work under this Agreement 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 Agreement, GRANTEE shall furnish properly-

executed certificates of insurance for all required insurance. Upon request by DISTRICT, GRANTEE shall provide a complete copy of any required insurance policy. GRANTEE 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 GRANTEE fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and deduct the cost thereof from any payments owed to GRANTEE or to terminate this Grant for breach.

8. INDEMNIFICATION - GRANTEE 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 Agreement 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 GRANTEE, its officers, agents, or employees.

9. PAYMENT

- A. DISTRICT agrees to award GRANTEE a grant of \$300,000 for the activities described in Attachment A, Work Plan. This grant shall be payable in ten (10) installments, as follows:
- i) \$20,000 within thirty (30) days after the execution of this Agreement;
 - ii) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 1, Period 1 grant report documenting GRANTEE's progress and startup costs including receipts detailing the initial \$20,000 grant fund payment used for equipment purchases, supplies, stipends, and other out-of-pocket costs;
 - iii) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 1, Period 2 grant report;
 - iv) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 1, Period 3 grant report;
 - v) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 2, Period 4 grant report;
 - vi) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 2, Period 5 grant report;
 - vii) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 2, Period 6 grant report;
 - viii) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 3, Period 7 grant report;
 - ix) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 3, Period 8 grant report;
 - x) \$15,000 within thirty (30) days upon final completion of all work specified in the Work Plan, including all Tasks and Deliverables, and after DISTRICT receipt and approval of GRANTEE's Final Grant Report.
- B. GRANTEE shall carry out the work described in the Work Plan, and shall obtain DISTRICT's written approval of any changes or modifications to the Work Plan prior to performing or incurring costs for the changed work. If GRANTEE fails to obtain such prior written approval, DISTRICT, at its sole discretion, may refuse to provide funds to pay for such work or costs.
- C. Payment will be made only to GRANTEE.
- D. GRANTEE must submit invoices for payment along with the reports and final grant report, respectively.

E. Ineligible costs for funding include, but are not limited to, advocacy activities relating to any federal, state, regional, or local election or ballot measure, and lobbying or advocacy activities relating to any federal, state, regional, or local legislative, quasi-legislative, adjudicatory, or quasi-judicial proceeding involving development or adoption of statutes, guidelines, rules, regulations, plans or any other governmental proposal, or involving decisions concerning siting, permitting, licensing, or any other governmental action.

10. AUTHORIZED REPRESENTATIVE - GRANTEE shall continuously maintain a representative vested with signature authority authorized to work with DISTRICT on all grant-related issues. GRANTEE shall, at all times, keep DISTRICT informed as to the identity of the authorized representative.

11. NOTICES - All notices that are required under this Agreement 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: Environmental Justice Division, communitygrants@baaqmd.gov

GRANTEE: Citizen Air Monitoring Network
#175
3505 Sonoma Blvd. Ste. 20
Vallejo, CA 94590
Attn: Ken Szutu, kenszutu@gmail.com

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

13. ACKNOWLEDGEMENTS - GRANTEE shall acknowledge DISTRICT support each time the activities funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material. The acknowledgement of DISTRICT support must state "Funded by a Grant from the Bay Area Air Quality Management District." Initials or abbreviations for DISTRICT shall not be used.

14. ADVERTISING / PUBLIC EDUCATION - DISTRICT shall have the right to review and approve all draft public education or advertising materials prior to GRANTEE's use of such materials.

15. FINANCIAL MANAGEMENT SYSTEM

- A. GRANTEE shall be responsible for maintaining an adequate financial management system and will immediately notify DISTRICT when GRANTEE cannot comply with the requirements in this section.
- B. GRANTEE's financial management system shall provide for:
 - i) Financial reporting: accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the grant.
 - ii) Accounting records: records that adequately identify the source and application of funds for DISTRICT-supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income.
 - iii) Internal control: effective internal and accounting controls over all funds, property and other assets. GRANTEE shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
 - iv) Budget control: comparison of actual expenditures or outlays with budgeted amounts for each grant.
 - v) Allowable cost: procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal and state requirements.
 - vi) Source documentation: accounting records that are supported by source documentation.
 - vii) Cash management: procedures to minimize the time elapsing between the advance of funds from DISTRICT and the disbursement by GRANTEE, whenever funds are advanced by DISTRICT.
- C. DISTRICT may review the adequacy of the financial management system of GRANTEE at any time subsequent to the award of the grant. If DISTRICT determines that GRANTEE's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by DISTRICT upon written notice to GRANTEE, until such time as the system meets with DISTRICT approval.

16. AUDIT / RECORDS ACCESS - GRANTEE agrees that DISTRICT shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. GRANTEE agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. GRANTEE agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, GRANTEE agrees to include a similar right of DISTRICT to audit records and interview staff in any contract, subcontract, or subgrant related to performance of this Agreement.

17. FORFEIT OF GRANT FUNDS / REPAYMENT OF FUNDS IMPROPERLY EXPENDED - If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, DISTRICT, at its sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring GRANTEE to forfeit the unexpended portion of the grant funds and/or to repay to DISTRICT any funds improperly expended.

18. COMPLIANCE - GRANTEE shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. GRANTEE shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the

purposes for which grant funds are to be expended. GRANTEE shall maintain compliance with such requirements throughout the grant period. GRANTEE shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. Any deviation from the requirements of this section shall result in non-payment of grant funds.

19. CONFIDENTIALITY – In order to carry out the purposes of this Agreement, GRANTEE 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 GRANTEE obtains from DISTRICT, and GRANTEE 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 GRANTEE requiring access in fulfillment of the services provided under this Agreement.
- B. Ensure that GRANTEE’s officers, employees, agents, representatives, subgrantees, 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 Agreement.
- 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 GRANTEE’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 GRANTEE.
- 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 Agreement and following expiration or termination of the Agreement.
- F. Prevent access to such materials by a person or entity not authorized under this Agreement.
- G. Establish specific procedures in order to fulfill the obligations of this section.

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

21. PUBLICATION

- A. DISTRICT shall approve in writing any report or other document prepared by GRANTEE in connection with performance under this Agreement 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 GRANTEE 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 GRANTEE for DISTRICT, pursuant to this Agreement, shall be part of DISTRICT’s public record, unless otherwise indicated. GRANTEE 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 Agreement.

“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. GRANTEE shall inform its officers, employees, subgrantees, and subcontractors involved in the performance of this Agreement of the restrictions contained herein and shall require compliance with the above.
- 22. PROPERTY AND SECURITY - Without limiting GRANTEE’s obligations with regard to security, GRANTEE shall comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT’s premises.
 - 23. ASSIGNMENT - No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Agreement to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.
 - 24. 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 Agreement 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 Agreement, 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.
 - 25. FORCE MAJEURE - Neither DISTRICT nor GRANTEE shall be liable for or deemed to be in default for any delay or failure in performance under this Agreement 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 GRANTEE, 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 Agreement.

26. SEVERABILITY - If a court of competent jurisdiction holds any provision of this Agreement 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.
27. HEADINGS - Headings on the sections and paragraphs of this Agreement 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 Agreement.
28. 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.
29. GOVERNING LAW - Any dispute that arises under or relates to this Agreement shall be governed by California law, excluding any laws that direct the application to another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Agreement, including mediation, shall be San Francisco, California.
30. ENTIRE AGREEMENT AND MODIFICATION - This Agreement represents the final, complete, and exclusive statement of the agreement between the parties and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Agreement may only be amended by mutual agreement of the parties in writing and signed by both parties.
31. SURVIVAL OF TERMS - The provisions of sections 8 (Indemnification), 16 (Audit / Records Access), 17 (Forfeit of Grant Funds / Repayment of Funds Improperly Expended), 19 (Confidentiality), 20 (Intellectual Property Rights), and 21 (Publication) shall survive the expiration or termination of this Agreement.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

Citizen Air Monitoring Network

By: _____
Dr. Philip M. Fine
Executive Officer/APCO

By: _____
Ken Szutu
Director

Date: _____

Date: _____

Approved as to form:

By: _____
Alexander G. Crockett
General Counsel

ATTACHMENT A

WORK PLAN

Overview of Project

GRANTEE's mission is to bring awareness of air pollution to Vallejo and its surrounding communities through air quality monitoring; to build community capacity by developing local leaders; and to provide community input to DISTRICT. GRANTEE's James Cary Smith Community Grant (Grant) project seeks to expand its Clean Air Ambassador Program to additional communities located near the Phillips 66 refinery. The project will be based in Vallejo and will serve multiple fenceline communities impacted by refinery operations, including Vallejo, Crockett, and Rodeo.

GRANTEE will build the capacity of the community through a train-the-trainer program to amplify the ability of citizens to participate in the air pollution enforcement process. GRANTEE's goal is to increase community participation in activities to reduce air pollution burdens, build awareness of the science and health impacts of air pollution, and provide a venue and opportunity for advocacy before the DISTRICT and other relevant agencies and businesses. GRANTEE will support existing and future community leaders while also sharing science, policy, and health information in an accessible manner.

GRANTEE's Clean Air Ambassador Program, established in 2022, will continue training community leaders from areas most burdened with environmental justice issues as local stewards. Ambassadors will receive stipends, mentoring from GRANTEE, and peer-to-peer mentoring. GRANTEE will facilitate and guide community members to develop projects to drive change within the Carquinez Strait and beyond, and to gain skills related to advocacy and improving air quality in their communities and homes. Through meaningful and inclusive engagement, program participants will a) engage the community on air pollution and solutions; b) grow the Ambassador program; and c) support use of science and data to change behavior and advocate for improved policies. GRANTEE will partner with science faculty and students (e.g., Touro University and University of California, Davis) and community partners to achieve these goals.

During the term of the James Cary Smith Community Grant project, GRANTEE will:

- **Recruit and Train Clean Air Ambassadors:** Continue the development and implementation of the Clean Air Ambassador Program, recruiting individuals from Vallejo, Crockett, and Rodeo, and providing them with activities and incentives that support an enhanced understanding of air pollution and solutions. GRANTEE will offer a training program in Vallejo that includes five in-person modules, with a goal of training up to fifteen (15) Ambassadors per year. The training modules focus on the science and sources of air pollution, actions to reduce air pollution, health impacts, and environmental justice considerations.
- **Conduct Community Outreach Activities:** Identify a variety of meetings and activities in Carquinez Strait Communities suitable for program outreach. Support Ambassadors who have completed the program to broadly engage community members and share health and air quality information. In this way, GRANTEE will maintain continuity for Ambassadors, build Ambassadors' skills, and continue opportunities for interaction.

- **Support Ambassador Completion of Community Activities:** Identify and support community-led projects that foster collaboration across multiple communities, with the goal of up to fifteen (15) completed Community Activities per year. After completion of five training modules, each Ambassador identifies a project of interest with GRANTEE support. Ambassadors then work to complete projects individually or with other Ambassadors.

During Year 1 of the Grant project, GRANTEE will engage and build relationships with residents in Vallejo, Crockett, and Rodeo. GRANTEE will recruit and train a cohort of 2025-2026 Clean Air Ambassadors. GRANTEE will begin developing leadership capacity within each community.

During Year 2 of the Grant project, GRANTEE will deepen leadership development efforts and support community-led projects that foster collaboration across multiple communities. GRANTEE will recruit and train a cohort of 2026-2027 Clean Air Ambassadors.

During Year 3 of the Grant project, GRANTEE will strengthen working relationships among all fenceline communities. GRANTEE will recruit and train a cohort of 2027-2028 Clean Air Ambassadors. GRANTEE will support the development of joint projects that address shared air quality concerns across Vallejo, Crockett, and Rodeo.

Part 1: Project Schedule

Year 1 Reporting Period 1 Tasks (July - October 2025)

- 1.1 GRANTEE will participate in the James Cary Smith Community Grant Program Grantee Kickoff Meeting via Zoom, tentatively scheduled for July 2025
- 1.2 GRANTEE will develop a detailed Year 1 action plan for the funded project detailing month-by-month activities and staffing, using template provided by DISTRICT (July/August)
- 1.3 GRANTEE will meet with DISTRICT Grant Manager for a 60-minute 1:1 project check-in via Zoom (August/September)
- 1.4 GRANTEE will begin implementing Year 1 action plan developed from Task 1.2 (September/October)
- 1.5 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 1.6 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 1 Reporting Period 1 Deliverables (July - October 2025 / Due November 17, 2025)

- Detailed Year 1 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 1 action plan, including but not limited to a summary of outreach activities; a count and names, initials or aliases of Ambassadors recruited; a list of Ambassador training sessions provided detailing the event name, date, location, and count of participants; copies of training materials including flyers and presentations; and a summary of Ambassador community activities

- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 1st Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 1 action plan

Year 1 Reporting Period 2 Tasks (November 2025 – February 2026)

- 2.1 GRANTEE will continue implementing Year 1 action plan developed from Task 1.2
- 2.2 GRANTEE will begin drafting a detailed Year 2 action plan for the funded project detailing month-by-month activities and staffing, using template provided by DISTRICT
- 2.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 2.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 1 Reporting Period 2 Deliverables (November 2025 – February 2026 / Due March 16, 2026)

- Draft detailed Year 2 month-by-month action plan using template provided by DISTRICT
- Any deliverables related to progress on activities in Year 1 action plan, including but not limited to a summary of outreach activities; a count and names, initials or aliases of Ambassadors recruited; a list of Ambassador training sessions provided detailing the event name, date, location, and count of participants; copies of training materials including flyers and presentations; and a summary of Ambassador community activities
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 2nd Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 1 action plan

Year 1 Reporting Period 3 Tasks (March – June 2026)

- 3.1 GRANTEE will continue implementing Year 1 action plan developed for Task 1.2
- 3.2 GRANTEE will finalize Year 2 action plan in coordination with DISTRICT Grant Manager
- 3.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 3.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews
- 3.5 GRANTEE will prepare one written draft communication highlighting program impact using template provided by DISTRICT, for potential use by DISTRICT on its social media platforms

Year 1 Reporting Period 3 Deliverables (March – June 2026 / Due July 15, 2026)

- Detailed Year 2 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 1 action plan, including but not limited to a summary of outreach activities; a count and names, initials or aliases of Ambassadors recruited; a list of Ambassador training sessions provided detailing the event name, date, location,

and count of participants; copies of training materials including flyers and presentations; and a summary of Ambassador community activities

- Draft communication highlighting program impact using template provided by DISTRICT
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 3rd Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 1 action plan

Year 2

Year 2 Reporting Period 4 Tasks (July – October 2026)

- 4.1 GRANTEE will begin implementing Year 2 action plan developed for Task 3.2
- 4.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 4.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 2 Reporting Period 4 Deliverables (July – October 2026 / Due November 16, 2026)

- Any deliverables related to progress on activities in Year 2 action plan, including but not limited to a summary of outreach activities; a count and names, initials or aliases of Ambassadors recruited; a list of Ambassador training sessions provided detailing the event name, date, location, and count of participants; copies of training materials including flyers and presentations; and a summary of Ambassador community activities
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 4th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 2 action plan

Year 2 Reporting Period 5 Tasks (November 2026 – February 2027)

- 5.1 GRANTEE will continue implementing Year 2 action plan developed for Task 3.2
- 5.2 GRANTEE will begin drafting Year 3 action plan for the funded project detailing month-by-month activities and staffing, using template provided by DISTRICT
- 5.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 5.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 2 Reporting Period 5 Deliverables (November 2026 – February 2027 / Due March 15, 2027)

- Draft Year 3 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 2 action plan, including but not limited to a summary of outreach activities; a count and names, initials or aliases of Ambassadors

recruited; a list of Ambassador training sessions provided detailing the event name, date, location, and count of participants; copies of training materials including flyers and presentations; and a summary of Ambassador community activities

- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 5th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 2 action plan

Year 2 Reporting Period 6 Tasks (March – June 2027)

- 6.1 GRANTEE will continue implementing Year 2 action plan developed for Task 3.2
- 6.2 GRANTEE will finalize Year 3 work plan in coordination with Air District grant manager
- 6.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 6.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews
- 6.5 GRANTEE will prepare one written draft communication highlighting program impact using template provided by DISTRICT, for potential use by DISTRICT on its social media platforms

Year 2 Reporting Period 6 Deliverables (March – June 2027 / Due July 15, 2027)

- Detailed Year 3 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 2 action plan, including but not limited to a summary of outreach activities; a count and names, initials or aliases of Ambassadors recruited; a list of Ambassador training sessions provided detailing the event name, date, location, and count of participants; copies of training materials including flyers and presentations; and a summary of Ambassador community activities
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- Draft communication highlighting program impact using template provided by DISTRICT
- 6th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 2 action plan

Year 3

Year 3 Reporting Period 7 Tasks (July – October 2027)

- 7.1 GRANTEE will begin implementing Year 3 action plan developed from Task 6.2
- 7.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 7.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 3 Reporting Period 7 Deliverables (July – October 2027 / Due November 15, 2027)

- Any deliverables related to progress on activities in Year 3 action plan, including but not limited to a summary of outreach activities; a count and names, initials or aliases of Ambassadors recruited; a list of Ambassador training sessions provided detailing the event name, date, location, and count of participants; copies of training materials including flyers and presentations; and a summary of Ambassador community activities
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 7th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 3 action plan

Year 3 Reporting Period 8 Tasks (November 2027 – February 2028)

- 8.1 GRANTEE will continue implementing Year 3 action plan developed from Task 6.2
- 8.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 8.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 3 Reporting Period 8 Deliverables (November 2027 – February 2028 / Due March 15, 2028)

- Any deliverables related to progress on activities in Year 3 action plan, including but not limited to a summary of outreach activities; a count and names, initials or aliases of Ambassadors recruited; a list of Ambassador training sessions provided detailing the event name, date, location, and count of participants; copies of training materials including flyers and presentations; and a summary of Ambassador community activities
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 8th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 3 action plan

Year 3 Reporting Period 9 Tasks (March – June 2028)

- 9.1 GRANTEE will complete Year 3 action plan developed for Task 6.2
- 9.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 9.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews
- 9.4 GRANTEE will prepare one written draft communication highlighting program impact using template provided by DISTRICT, for potential use by DISTRICT on its social media platforms

Year 3 Reporting Period 9 Deliverables (March – June 2028 / Due July 31, 2028)

- Any deliverables related to progress on activities in Year 3 action plan, including but not limited to a summary of outreach activities; a count and names, initials or aliases of Ambassadors recruited; a list of Ambassador training sessions provided detailing the event name, date, location,

and count of participants; copies of training materials including flyers and presentations; and a summary of Ambassador community activities

- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- Draft communication highlighting program impact using template provided by DISTRICT
- Final Grant Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 3 action plan

Part 2: Reporting to DISTRICT

GRANTEE will develop and submit eight (8) progress reports and one (1) final grant report to the DISTRICT during Years 1 through 3 of the grant as set forth in the deliverables above, following the format provided by the DISTRICT. The reports must document progress toward and final completion of the tasks and deliverables set forth in this Work Plan.

Progress and Final Reporting Due Dates

1. Progress Report for Period 1: Due November 17, 2025
2. Progress Report for Period 2: Due March 16, 2026
3. Progress Report for Period 3: Due July 15, 2026
4. Progress Report for Period 4: Due November 16, 2026
5. Progress Report for Period 5: Due March 15, 2027
6. Progress Report for Period 6: Due July 15, 2027
7. Progress Report for Period 7: Due November 15, 2027
8. Progress Report for Period 8: Due March 15, 2028
9. Final Grant Report and deliverables: Due no later than July 31, 2028.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

GRANT AGREEMENT

GRANT NO. 2025.104

1. **PARTIES** - The parties to this Agreement ("Agreement") are the Bay Area Air Quality Management District ("DISTRICT") whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, **Climate Action Pathways for Schools** ("GRANTEE") whose address is 3630 High Street #19103, Oakland, CA 94619-2158.
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 Agreement under California Health and Safety Code Section 40701.
 - B. DISTRICT's refocused James Cary Smith Community Grant Program, launched in 2022, offers grants to community-based organizations, neighborhood associations and other local nonprofit organizations.
 - C. Under the James Cary Smith Community Grant Program, DISTRICT seeks to provide grant funding for projects that will:
 - i. Help build community capacity to participate in one or more of the following: reducing air pollution, reducing human exposure to air pollution, and/or increasing community members' ability to meaningfully engage with DISTRICT and its work;
 - ii. Design and implement strategies that foster authentic and meaningful engagement, and empower and build organizational and community capacity to actively participate in planning activities that improve a community's environmental health;
 - iii. Uplift local efforts that improve air quality and public health; and
 - iv. Serve environmental justice communities, including communities that are under-resourced, income challenged, unhoused, English language learners, and/or overburdened by a disproportionate share of air pollution.
 - D. DISTRICT desires to award GRANTEE a grant for the activities described in Attachment A, Work Plan.
 - E. All parties to this Agreement have had the opportunity to have the Agreement reviewed by their attorney.
3. **TERM** - The term of this Agreement is from July 1, 2025 until July 31, 2028, unless further extended by amendment of this Agreement in writing, or terminated earlier.
4. **TERMINATION**
 - A. DISTRICT shall have the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days written notice to GRANTEE. 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, GRANTEE shall cease all activities under this Agreement, except such activities as are specified in the notice of termination. Within forty-five (45) days of receipt of written notice, GRANTEE is required to:
 - i) Submit a final written report describing all work performed by GRANTEE;

- ii) Submit an accounting of all grant funds expended up to and including the date of termination; and,
 - iii) Reimburse DISTRICT for any unspent funds.
 - B. DISTRICT may terminate this Agreement and be relieved of any payments should GRANTEE fail to perform the requirements of this Agreement at the time and in the manner herein provided.
5. NO AGENCY RELATIONSHIP CREATED / INDEPENDENT CAPACITY - GRANTEE and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of DISTRICT, and nothing herein shall be construed to be inconsistent with that relationship or status. DISTRICT shall not have the right to direct or control the activities of GRANTEE in performing the services provided herein.
6. CONTRACTORS / SUBCONTRACTORS / SUBGRANTEES
- A. GRANTEE will be entitled to make use of its own staff and such contractors, subcontractors, and subgrantees as are mutually acceptable to GRANTEE and DISTRICT. Any change in contractors, subcontractors, or subgrantees must be mutually acceptable to the parties. Immediately upon termination of any such contract, subcontract, or subgrant, GRANTEE shall notify DISTRICT.
 - B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between DISTRICT and any contractors, subcontractors, or subgrantees of GRANTEE, and no agreement with contractors, subcontractors, or subgrantees shall relieve GRANTEE of its responsibilities and obligations hereunder. GRANTEE agrees to be as fully responsible to DISTRICT for the acts and omissions of its contractors, subcontractors, and subgrantees and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by GRANTEE. GRANTEE's obligation to pay its contractors, subcontractors, and subgrantees is an independent obligation from DISTRICT's obligation to make payments to GRANTEE. As a result, DISTRICT shall have no obligation to pay or to enforce the payment of any moneys to any contractor, subcontractor, or subgrantee.
7. INSURANCE
- A. GRANTEE 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 GRANTEE is a sole proprietor, GRANTEE 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 GRANTEE's personal automobile liability insurance. A GRANTEE using only rental vehicles in performing work under this Agreement 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 Agreement, GRANTEE shall furnish properly-

executed certificates of insurance for all required insurance. Upon request by DISTRICT, GRANTEE shall provide a complete copy of any required insurance policy. GRANTEE 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 GRANTEE fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and deduct the cost thereof from any payments owed to GRANTEE or to terminate this Grant for breach.

- 8. INDEMNIFICATION - GRANTEE 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 Agreement 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 GRANTEE, its officers, agents, or employees.

9. PAYMENT

- A. DISTRICT agrees to award GRANTEE a grant of \$293,560 for the activities described in Attachment A, Work Plan. This grant shall be payable in ten (10) installments, as follows:
 - i) \$20,000 within thirty (30) days after the execution of this Agreement;
 - ii) \$26,685 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 1, Period 1 grant report documenting GRANTEE's progress and startup costs including receipts detailing the initial \$20,000 grant fund payment used for equipment purchases, supplies, stipends, and other out-of-pocket costs;
 - iii) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 1, Period 2 grant report;
 - iv) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 1, Period 3 grant report;
 - v) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 2, Period 4 grant report;
 - vi) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 2, Period 5 grant report;
 - vii) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 2, Period 6 grant report;
 - viii) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 3, Period 7 grant report;
 - ix) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 3, Period 8 grant report;
 - x) \$15,000 within thirty (30) days upon final completion of all work specified in the Work Plan, including all Tasks and Deliverables, and after DISTRICT receipt and approval of GRANTEE's Final Grant Report.
- B. GRANTEE shall carry out the work described in the Work Plan, and shall obtain DISTRICT's written approval of any changes or modifications to the Work Plan prior to performing or incurring costs for the changed work. If GRANTEE fails to obtain such prior written approval, DISTRICT, at its sole discretion, may refuse to provide funds to pay for such work or costs.
- C. Payment will be made only to GRANTEE.
- D. GRANTEE must submit invoices for payment along with the reports and final grant report, respectively.

- E. Ineligible costs for funding include, but are not limited to, advocacy activities relating to any federal, state, regional, or local election or ballot measure, and lobbying or advocacy activities relating to any federal, state, regional, or local legislative, quasi-legislative, adjudicatory, or quasi-judicial proceeding involving development or adoption of statutes, guidelines, rules, regulations, plans or any other governmental proposal, or involving decisions concerning siting, permitting, licensing, or any other governmental action.
10. AUTHORIZED REPRESENTATIVE - GRANTEE shall continuously maintain a representative vested with signature authority authorized to work with DISTRICT on all grant-related issues. GRANTEE shall, at all times, keep DISTRICT informed as to the identity of the authorized representative.
11. NOTICES - All notices that are required under this Agreement 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: Environmental Justice Division, communitygrants@baaqmd.gov
- GRANTEE: Climate Action Pathways for Schools
3630 High Street #19103
Oakland, CA 94619-2158
Attn: Kirk Anne Taylor, kataylor@climateactionpathways.org
12. ADDITIONAL PROVISIONS - All attachment(s) to this Agreement are expressly incorporated herein by this reference and made a part hereof as though fully set forth.
13. ACKNOWLEDGEMENTS - GRANTEE shall acknowledge DISTRICT support each time the activities funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material. The acknowledgement of DISTRICT support must state "Funded by a Grant from the Bay Area Air Quality Management District." Initials or abbreviations for DISTRICT shall not be used.
14. ADVERTISING / PUBLIC EDUCATION - DISTRICT shall have the right to review and approve all draft public education or advertising materials prior to GRANTEE's use of such materials.
15. FINANCIAL MANAGEMENT SYSTEM
- A. GRANTEE shall be responsible for maintaining an adequate financial management system and will immediately notify DISTRICT when GRANTEE cannot comply with the requirements in this section.

- B. GRANTEE's financial management system shall provide for:
- i) Financial reporting: accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the grant.
 - ii) Accounting records: records that adequately identify the source and application of funds for DISTRICT-supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income.
 - iii) Internal control: effective internal and accounting controls over all funds, property and other assets. GRANTEE shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
 - iv) Budget control: comparison of actual expenditures or outlays with budgeted amounts for each grant.
 - v) Allowable cost: procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal and state requirements.
 - vi) Source documentation: accounting records that are supported by source documentation.
 - vii) Cash management: procedures to minimize the time elapsing between the advance of funds from DISTRICT and the disbursement by GRANTEE, whenever funds are advanced by DISTRICT.
- C. DISTRICT may review the adequacy of the financial management system of GRANTEE at any time subsequent to the award of the grant. If DISTRICT determines that GRANTEE's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by DISTRICT upon written notice to GRANTEE, until such time as the system meets with DISTRICT approval.
16. AUDIT / RECORDS ACCESS - GRANTEE agrees that DISTRICT shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. GRANTEE agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. GRANTEE agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, GRANTEE agrees to include a similar right of DISTRICT to audit records and interview staff in any contract, subcontract, or subgrant related to performance of this Agreement.
17. FORFEIT OF GRANT FUNDS / REPAYMENT OF FUNDS IMPROPERLY EXPENDED - If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, DISTRICT, at its sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring GRANTEE to forfeit the unexpended portion of the grant funds and/or to repay to DISTRICT any funds improperly expended.
18. COMPLIANCE - GRANTEE shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. GRANTEE shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. GRANTEE shall maintain compliance with such requirements throughout the grant period. GRANTEE shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to

carry out the terms of this Agreement. Any deviation from the requirements of this section shall result in non-payment of grant funds.

19. CONFIDENTIALITY – In order to carry out the purposes of this Agreement, GRANTEE 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 GRANTEE obtains from DISTRICT, and GRANTEE 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 GRANTEE requiring access in fulfillment of the services provided under this Agreement.
 - B. Ensure that GRANTEE's officers, employees, agents, representatives, subgrantees, 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 Agreement.
 - 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 GRANTEE'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 GRANTEE.
 - 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 Agreement and following expiration or termination of the Agreement.
 - F. Prevent access to such materials by a person or entity not authorized under this Agreement.
 - G. Establish specific procedures in order to fulfill the obligations of this section.
20. INTELLECTUAL PROPERTY RIGHTS - Title and full ownership rights to all intellectual property developed under this Agreement shall at all times remain with DISTRICT, unless otherwise agreed to in writing.
21. PUBLICATION
 - A. DISTRICT shall approve in writing any report or other document prepared by GRANTEE in connection with performance under this Agreement 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 GRANTEE 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 GRANTEE for DISTRICT, pursuant to this Agreement, shall be part of DISTRICT's public record, unless otherwise indicated. GRANTEE 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 Agreement.

"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. GRANTEE shall inform its officers, employees, subgrantees, and subcontractors involved in the performance of this Agreement of the restrictions contained herein and shall require compliance with the above.
22. PROPERTY AND SECURITY - Without limiting GRANTEE's obligations with regard to security, GRANTEE shall comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT's premises.
23. ASSIGNMENT - No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Agreement to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.
24. 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 Agreement 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 Agreement, 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.
25. FORCE MAJEURE - Neither DISTRICT nor GRANTEE shall be liable for or deemed to be in default for any delay or failure in performance under this Agreement 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 GRANTEE, 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 Agreement.

26. SEVERABILITY - If a court of competent jurisdiction holds any provision of this Agreement 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.
27. HEADINGS - Headings on the sections and paragraphs of this Agreement 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 Agreement.
28. 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.
29. GOVERNING LAW - Any dispute that arises under or relates to this Agreement shall be governed by California law, excluding any laws that direct the application to another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Agreement, including mediation, shall be San Francisco, California.
30. ENTIRE AGREEMENT AND MODIFICATION - This Agreement represents the final, complete, and exclusive statement of the agreement between the parties and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Agreement may only be amended by mutual agreement of the parties in writing and signed by both parties.
31. SURVIVAL OF TERMS - The provisions of sections 8 (Indemnification), 16 (Audit / Records Access), 17 (Forfeit of Grant Funds / Repayment of Funds Improperly Expended), 19 (Confidentiality), 20 (Intellectual Property Rights), and 21 (Publication) shall survive the expiration or termination of this Agreement.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

Climate Action Pathways for Schools

By: _____
Dr. Philip M. Fine
Executive Officer/APCO

By: _____
Kirk Anne Taylor
Executive Director

Date: _____

Date: _____

Approved as to form:

By: _____
Alexander G. Crockett
General Counsel

ATTACHMENT A

WORK PLAN

Overview of Project

GRANTEE prepares students for fulfilling green careers while equipping them to lead climate actions that increase climate resilience and save money for school communities. GRANTEE's James Cary Smith Community Grant (Grant) project seeks to empower student-led climate action pathways for high school students in the City of Morgan Hill (City), and foster authentic participation by the City's environmental justice communities.

GRANTEE will partner with Morgan Hill Unified School District to recruit, hire, and train high-school student interns to develop and lead transformative building decarbonization, clean mobility, green schoolyards, and climate-friendly food systems projects in their schools and gain valuable hands-on experience that will enable them to influence school decarbonization strategies in alignment with district sustainability and environmental justice goals. Each intern will complete a minimum of 160 hours on the Grant project over the course of the school year.

GRANTEE will partner also with the City of Morgan Hill to engage interns in designing and implementing strategies to reach all residents of Morgan Hill. Interns will, in collaboration with and under the direction of the City's Principal Planner, promote community involvement in the City's environmental justice and planning process. Specifically, interns will develop and review climate adaptation policies; contribute to an actionable Environmental Justice Strategy; support updates to safety, conservation, and open space planning to align with community needs; and help establish the City's first Environmental Justice Element as part of the Morgan Hill General Plan. Interns will focus on the City's Disadvantaged and Low-Income Communities, where they will engage residents (including in Spanish) to improve the area's quality and reduce the disparate health and environmental impacts of climate change. Interns will evaluate other areas within the City and co-develop with the City's Principal Planner citywide environmental justice goals that promote just treatment and meaningful involvement of all residents.

GRANTEE's project will be based in Santa Clara County and will serve communities in the City of Morgan Hill, located south of San José. The city faces various climate-related risks. These include extreme heat, wildland-urban interface fire, and wildfire smoke: 34.6% of Morgan Hill residents live within a high wildfire-risk area. Risks also include flooding—more than half of residents are within potential dam inundation areas, landslides—10% of the population is exposed to high landslide potential and drought. These hazards disproportionately impact the City's most vulnerable residents, many of whom live in the City's DAC (Census Tract 6085512310, which scores 72 in CalEnviroScreen 4.0) and Low-Income Communities (Census Tracts 6085512314 & 6085512313). These residents often reside in substandard housing and have limited access to mitigation measures such as well-sealed homes, air purifiers, or cooling systems. Morgan Hill's Disadvantaged Community is situated in the flats and is susceptible to storm-related flooding. It is disproportionately affected by heat events and pollution due to lower tree canopy, a higher concentration of industrial sites with hazardous materials, and closer proximity to freeway routes. Additionally, infrastructure such as water systems, energy and communications networks, and transportation systems are vulnerable to extreme weather events. The City's school district, Morgan Hill Unified School District, comprises 7,920 students, 46% are eligible for free or reduced-price meals, English learners, or in foster care.

During Year 1 of the Grant (July 2025-June 2026), GRANTEE will:

- Hire and train fifteen (15) Morgan Hill Unified School District (MHUSD) high school students as paid interns. GRANTEE will provide 24 hours of in-person initial training in August 2025 including sessions on climate change, environmental justice, group agreements, and project expectations. Training materials may be in Spanish as needed.
- Hold weekly learning and work sessions with interns throughout the school year. GRANTEE will hold one session per month in-person and will conduct the other weekly sessions virtually.
- Finalize with MHUSD identification and prioritization of near-term school district climate action projects. Support the implementation of student-led climate action projects within MHUSD, including building decarbonization and others, to reduce greenhouse gas emissions.
- Collaborate with the City's Principal Planner to support the city's work with interns to co-design a community engagement strategy that supports authentic participation by environmental justice communities in environmental health decisions, including input into the city's Environmental Justice Element. This work will increase community awareness of air quality and environmental justice issues.
- Conduct program evaluation activities.

During Year 2 of the Grant (July 2026-June 2027), GRANTEE will:

- Hire and train a new cohort of fifteen (15) MHUSD high school students as paid interns. GRANTEE will provide 24 hours of in-person initial training. Training materials may be in English and Spanish as needed.
- Hold weekly learning and work sessions with interns throughout the school year. GRANTEE will hold one session per month in person and the other weekly sessions virtually.
- Support the continued implementation of student-led climate action projects within MHUSD, including building decarbonization and others, to reduce greenhouse gas emissions.
- Oversee interns' implementation of the community engagement strategy developed during Year 1 in partnership with the City's Principal Planner, providing Spanish-English translation to engage environmental justice communities and contribute to refining climate adaptation policies and the Environmental Justice Strategy, strengthening the network of informed residents.
- Conduct program evaluation activities.

During Year 3 of the Grant (July 2027-June 2028), GRANTEE will:

- Hire and train a new cohort of thirteen (13) MHUSD high school students as paid interns. GRANTEE will provide 24 hours of in-person initial training. Training materials may be in English and Spanish as needed.
- Hold weekly learning and work sessions with interns throughout the school year. GRANTEE will hold one session per month in person and the other weekly sessions virtually.
- Support the continued implementation of student-led climate action projects within MHUSD, including building decarbonization and others, to reduce greenhouse gas emissions.
- Scale successful climate action interventions within MHUSD and support the City of Morgan Hill's planning efforts.
- Oversee interns to support updates to safety, conservation, and open space planning, and the establishment of the City's first Environmental Justice Element. Interns will also evaluate other areas within the City to co-develop citywide environmental justice goals, evaluate the project's impact on greenhouse gas emissions reduction, air quality, community health, and environmental justice, and prepare the final report.
- Conduct program evaluation activities.

Part 1: Project Schedule

Year 1 Reporting Period 1 Tasks (July - October 2025)

- 1.1 GRANTEE will participate in the James Cary Smith Community Grant Program Grantee Kickoff Meeting via Zoom, tentatively scheduled for July 2025
- 1.2 GRANTEE will develop a detailed Year 1 action plan for the funded project detailing month-by-month activities and staffing, using template provided by DISTRICT (July/August)
- 1.3 GRANTEE will meet with DISTRICT Grant Manager for a 60-minute 1:1 project check-in via Zoom (August/September)
- 1.4 GRANTEE will begin implementing Year 1 action plan developed from Task 1.2 (September/October)
- 1.5 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 1.6 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 1 Reporting Period 1 Deliverables (July - October 2025 / Due November 17, 2025)

- Detailed Year 1 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 1 action plan, including but not limited to a summary of project planning and launch efforts; copies of training materials; and the initials and a count of interns recruited and trained
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 1st Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 1 action plan

Year 1 Reporting Period 2 Tasks (November 2025 – February 2026)

- 2.1 GRANTEE will continue implementing Year 1 action plan developed from Task 1.2
- 2.2 GRANTEE will begin drafting a detailed Year 2 action plan for the funded project detailing month-by-month activities and staffing, using template provided by DISTRICT
- 2.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 2.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 1 Reporting Period 2 Deliverables (November 2025 – February 2026 / Due March 16, 2026)

- Draft detailed Year 2 month-by-month action plan using template provided by DISTRICT
- Any deliverables related to progress on activities in Year 1 action plan, including but not limited to copies of training materials; a summary of student-led climate action projects within MHUSD if applicable, including projects identified and progress on those projects; a summary of the

community engagement strategy planning and implementation efforts if applicable; and a summary of program evaluation activities and survey instruments used if applicable

- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 2nd Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 1 action plan

Year 1 Reporting Period 3 Tasks (March – June 2026)

- 3.1 GRANTEE will continue implementing Year 1 action plan developed for Task 1.2
- 3.2 GRANTEE will finalize Year 2 action plan in coordination with DISTRICT Grant Manager
- 3.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 3.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews
- 3.5 GRANTEE will prepare one written draft communication highlighting program impact using template provided by DISTRICT, for potential use by DISTRICT on its social media platforms

Year 1 Reporting Period 3 Deliverables (March – June 2026 / Due July 15, 2026)

- Detailed Year 2 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 1 action plan, including but not limited to copies of training materials; a summary of student-led climate action projects within MHUSD if applicable, including projects identified and progress on those projects; a summary of the community engagement strategy planning and implementation efforts if applicable; and a summary of program evaluation activities and survey instruments used if applicable
- Draft communication highlighting program impact using template provided by DISTRICT
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 3rd Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 1 action plan

Year 2

Year 2 Reporting Period 4 Tasks (July – October 2026)

- 4.1 GRANTEE will begin implementing Year 2 action plan developed for Task 3.2
- 4.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 4.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 2 Reporting Period 4 Deliverables (July – October 2026 / Due November 16, 2026)

- Any deliverables related to progress on activities in Year 2 action plan, including but not limited to the initials and a count of interns recruited and trained; copies of training materials; a summary of student-led climate action projects within MHUSD if applicable, including projects identified and progress on those projects; a summary of the community engagement strategy planning and implementation efforts if applicable; and a summary of program evaluation activities and survey instruments used if applicable
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 4th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 2 action plan

Year 2 Reporting Period 5 Tasks (November 2026 – February 2027)

- 5.1 GRANTEE will continue implementing Year 2 action plan developed for Task 3.2
- 5.2 GRANTEE will begin drafting Year 3 action plan for the funded project detailing month-by-month activities and staffing, using template provided by DISTRICT
- 5.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 5.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 2 Reporting Period 5 Deliverables (November 2026 – February 2027 / Due March 15, 2027)

- Draft Year 3 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 2 action plan, including but not limited to copies of training materials; a summary of student-led climate action projects within MHUSD if applicable, including projects identified and progress on those projects; a summary of the community engagement strategy planning and implementation efforts if applicable; and a summary of program evaluation activities and survey instruments used if applicable
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 5th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 2 action plan

Year 2 Reporting Period 6 Tasks (March – June 2027)

- 6.1 GRANTEE will continue implementing Year 2 action plan developed for Task 3.2
- 6.2 GRANTEE will finalize Year 3 work plan in coordination with Air District grant manager
- 6.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 6.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews
- 6.5 GRANTEE will prepare one written draft communication highlighting program impact using template provided by DISTRICT, for potential use by DISTRICT on its social media platforms

Year 2 Reporting Period 6 Deliverables (March – June 2027 / Due July 15, 2027)

- Detailed Year 3 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 2 action plan, including but not limited to copies of training materials; a summary of student-led climate action projects within MHUSD if applicable, including projects identified and progress on those projects; a summary of the community engagement strategy planning and implementation efforts if applicable; and a summary of program evaluation activities and survey instruments used if applicable
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- Draft communication highlighting program impact using template provided by DISTRICT
- 6th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 2 action plan

Year 3

Year 3 Reporting Period 7 Tasks (July – October 2027)

- 7.1 GRANTEE will begin implementing Year 3 action plan developed from Task 6.2
- 7.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 7.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 3 Reporting Period 7 Deliverables (July – October 2027 / Due November 15, 2027)

- Any deliverables related to progress on activities in Year 3 action plan, including but not limited to the initials and a count of interns recruited and trained; copies of training materials; a summary of student-led climate action projects within MHUSD if applicable, including projects identified and progress on those projects; a summary of the community engagement strategy planning and implementation efforts if applicable; and a summary of program evaluation activities and survey instruments used if applicable
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 7th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 3 action plan

Year 3 Reporting Period 8 Tasks (November 2027 – February 2028)

- 8.1 GRANTEE will continue implementing Year 3 action plan developed from Task 6.2
- 8.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 8.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 3 Reporting Period 8 Deliverables (November 2027 – February 2028 / Due March 15, 2028)

- Any deliverables related to progress on activities in Year 3 action plan, including but not limited to copies of training materials; a summary of student-led climate action projects within MHUSD if applicable, including projects identified and progress on those projects; a summary of the community engagement strategy planning and implementation efforts if applicable; and a summary of program evaluation activities and survey instruments used if applicable
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 8th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 3 action plan

Year 3 Reporting Period 9 Tasks (March – June 2028)

- 9.1 GRANTEE will complete Year 3 action plan developed for Task 6.2
- 9.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 9.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews
- 9.4 GRANTEE will prepare one written draft communication highlighting program impact using template provided by DISTRICT, for potential use by DISTRICT on its social media platforms

Year 3 Reporting Period 9 Deliverables (March – June 2028 / Due July 31, 2028)

- Any deliverables related to progress on activities in Year 3 action plan, including but not limited to copies of training materials; a summary of student-led climate action projects within MHUSD, including projects identified and progress on those projects; a summary of the community engagement strategy planning and implementation efforts; and a summary of program evaluation activities and survey instruments used
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- Draft communication highlighting program impact using template provided by DISTRICT
- Final Grant Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 3 action plan

Part 2: Reporting to DISTRICT

GRANTEE will develop and submit eight (8) progress reports and one (1) final grant report to the DISTRICT during Years 1 through 3 of the grant as set forth in the deliverables above, following the format provided by the DISTRICT. The reports must document progress toward and final completion of the tasks and deliverables set forth in this Work Plan.

Progress and Final Reporting Due Dates

1. Progress Report for Period 1: Due November 17, 2025
2. Progress Report for Period 2: Due March 16, 2026
3. Progress Report for Period 3: Due July 15, 2026
4. Progress Report for Period 4: Due November 16, 2026
5. Progress Report for Period 5: Due March 15, 2027
6. Progress Report for Period 6: Due July 15, 2027
7. Progress Report for Period 7: Due November 15, 2027
8. Progress Report for Period 8: Due March 15, 2028
9. Final Grant Report and deliverables: Due no later than July 31, 2028.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

GRANT AGREEMENT

GRANT NO. 2025.091

1. **PARTIES** - The parties to this Agreement ("Agreement") are the Bay Area Air Quality Management District ("DISTRICT") whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and **El Concilio of San Mateo County** ("GRANTEE") whose address is 3180 Middlefield Road, Redwood City, CA 94063.
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 Agreement under California Health and Safety Code Section 40701.
 - B. DISTRICT's refocused James Cary Smith Community Grant Program, launched in 2022, offers grants to community-based organizations, neighborhood associations and other local nonprofit organizations.
 - C. Under the James Cary Smith Community Grant Program, DISTRICT seeks to provide grant funding for projects that will:
 - i. Help build community capacity to participate in one or more of the following: reducing air pollution, reducing human exposure to air pollution, and/or increasing community members' ability to meaningfully engage with DISTRICT and its work;
 - ii. Design and implement strategies that foster authentic and meaningful engagement, and empower and build organizational and community capacity to actively participate in planning activities that improve a community's environmental health;
 - iii. Uplift local efforts that improve air quality and public health; and
 - iv. Serve environmental justice communities, including communities that are under-resourced, income challenged, unhoused, English language learners, and/or overburdened by a disproportionate share of air pollution.
 - D. DISTRICT desires to award GRANTEE a grant for the activities described in Attachment A, Work Plan.
 - E. All parties to this Agreement have had the opportunity to have the Agreement reviewed by their attorney.
3. **TERM** - The term of this Agreement is from July 1, 2025 until July 31, 2028, unless further extended by amendment of this Agreement in writing, or terminated earlier.
4. **TERMINATION**
 - A. DISTRICT shall have the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days written notice to GRANTEE. 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, GRANTEE shall cease all activities under this Agreement, except such activities as are specified in the notice of termination. Within forty-five (45) days of receipt of written notice, GRANTEE is required to:
 - i) Submit a final written report describing all work performed by GRANTEE;

- ii) Submit an accounting of all grant funds expended up to and including the date of termination; and,
 - iii) Reimburse DISTRICT for any unspent funds.
 - B. DISTRICT may terminate this Agreement and be relieved of any payments should GRANTEE fail to perform the requirements of this Agreement at the time and in the manner herein provided.
5. NO AGENCY RELATIONSHIP CREATED / INDEPENDENT CAPACITY - GRANTEE and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of DISTRICT, and nothing herein shall be construed to be inconsistent with that relationship or status. DISTRICT shall not have the right to direct or control the activities of GRANTEE in performing the services provided herein.
6. CONTRACTORS / SUBCONTRACTORS / SUBGRANTEES
- A. GRANTEE will be entitled to make use of its own staff and such contractors, subcontractors, and subgrantees as are mutually acceptable to GRANTEE and DISTRICT. Any change in contractors, subcontractors, or subgrantees must be mutually acceptable to the parties. Immediately upon termination of any such contract, subcontract, or subgrant, GRANTEE shall notify DISTRICT.
 - B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between DISTRICT and any contractors, subcontractors, or subgrantees of GRANTEE, and no agreement with contractors, subcontractors, or subgrantees shall relieve GRANTEE of its responsibilities and obligations hereunder. GRANTEE agrees to be as fully responsible to DISTRICT for the acts and omissions of its contractors, subcontractors, and subgrantees and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by GRANTEE. GRANTEE's obligation to pay its contractors, subcontractors, and subgrantees is an independent obligation from DISTRICT's obligation to make payments to GRANTEE. As a result, DISTRICT shall have no obligation to pay or to enforce the payment of any moneys to any contractor, subcontractor, or subgrantee.
7. INSURANCE
- A. GRANTEE 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 GRANTEE is a sole proprietor, GRANTEE 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 GRANTEE's personal automobile liability insurance. A GRANTEE using only rental vehicles in performing work under this Agreement 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 Agreement, GRANTEE shall furnish properly-

executed certificates of insurance for all required insurance. Upon request by DISTRICT, GRANTEE shall provide a complete copy of any required insurance policy. GRANTEE 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 GRANTEE fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and deduct the cost thereof from any payments owed to GRANTEE or to terminate this Grant for breach.

8. INDEMNIFICATION - GRANTEE 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 Agreement 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 GRANTEE, its officers, agents, or employees.

9. PAYMENT

- A. DISTRICT agrees to award GRANTEE a grant of \$294,527 for the activities described in Attachment A, Work Plan. This grant shall be payable in ten (10) installments, as follows:
- i) \$19,800 within thirty (30) days after the execution of this Agreement;
 - ii) \$32,520 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 1, Period 1 grant report documenting GRANTEE's progress and startup costs including receipts detailing the initial \$19,800 grant fund payment used for equipment purchases, supplies, stipends, and other out-of-pocket costs;
 - iii) \$32,520 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 1, Period 2 grant report;
 - iv) \$32,520 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 1, Period 3 grant report;
 - v) \$32,520 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 2, Period 4 grant report;
 - vi) \$32,520 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 2, Period 5 grant report;
 - vii) \$32,520 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 2, Period 6 grant report;
 - viii) \$32,520 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 3, Period 7 grant report;
 - ix) \$32,520 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 3, Period 8 grant report;
 - x) \$14,567 within thirty (30) days upon final completion of all work specified in the Work Plan, including all Tasks and Deliverables, and after DISTRICT receipt and approval of GRANTEE's Final Grant Report.
- B. GRANTEE shall carry out the work described in the Work Plan, and shall obtain DISTRICT's written approval of any changes or modifications to the Work Plan prior to performing or incurring costs for the changed work. If GRANTEE fails to obtain such prior written approval, DISTRICT, at its sole discretion, may refuse to provide funds to pay for such work or costs.
- C. Payment will be made only to GRANTEE.
- D. GRANTEE must submit invoices for payment along with the reports and final grant report, respectively.

E. Ineligible costs for funding include, but are not limited to, advocacy activities relating to any federal, state, regional, or local election or ballot measure, and lobbying or advocacy activities relating to any federal, state, regional, or local legislative, quasi-legislative, adjudicatory, or quasi-judicial proceeding involving development or adoption of statutes, guidelines, rules, regulations, plans or any other governmental proposal, or involving decisions concerning siting, permitting, licensing, or any other governmental action.

10. AUTHORIZED REPRESENTATIVE - GRANTEE shall continuously maintain a representative vested with signature authority authorized to work with DISTRICT on all grant-related issues. GRANTEE shall, at all times, keep DISTRICT informed as to the identity of the authorized representative.

11. NOTICES - All notices that are required under this Agreement 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: Environmental Justice Division, communitygrants@baaqmd.gov

GRANTEE: El Concilio of San Mateo County
3180 Middlefield Road
Redwood City, CA 94063
Attn: Ana Avendaño, ana@el-concilio.org

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

13. ACKNOWLEDGEMENTS - GRANTEE shall acknowledge DISTRICT support each time the activities funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material. The acknowledgement of DISTRICT support must state "Funded by a Grant from the Bay Area Air Quality Management District." Initials or abbreviations for DISTRICT shall not be used.

14. ADVERTISING / PUBLIC EDUCATION - DISTRICT shall have the right to review and approve all draft public education or advertising materials prior to GRANTEE's use of such materials.

15. FINANCIAL MANAGEMENT SYSTEM

- A. GRANTEE shall be responsible for maintaining an adequate financial management system and will immediately notify DISTRICT when GRANTEE cannot comply with the requirements in this section.
 - B. GRANTEE's financial management system shall provide for:
 - i) Financial reporting: accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the grant.
 - ii) Accounting records: records that adequately identify the source and application of funds for DISTRICT-supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income.
 - iii) Internal control: effective internal and accounting controls over all funds, property and other assets. GRANTEE shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
 - iv) Budget control: comparison of actual expenditures or outlays with budgeted amounts for each grant.
 - v) Allowable cost: procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal and state requirements.
 - vi) Source documentation: accounting records that are supported by source documentation.
 - vii) Cash management: procedures to minimize the time elapsing between the advance of funds from DISTRICT and the disbursement by GRANTEE, whenever funds are advanced by DISTRICT.
 - C. DISTRICT may review the adequacy of the financial management system of GRANTEE at any time subsequent to the award of the grant. If DISTRICT determines that GRANTEE's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by DISTRICT upon written notice to GRANTEE, until such time as the system meets with DISTRICT approval.
16. AUDIT / RECORDS ACCESS - GRANTEE agrees that DISTRICT shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. GRANTEE agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. GRANTEE agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, GRANTEE agrees to include a similar right of DISTRICT to audit records and interview staff in any contract, subcontract, or subgrant related to performance of this Agreement.
17. FORFEIT OF GRANT FUNDS / REPAYMENT OF FUNDS IMPROPERLY EXPENDED - If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, DISTRICT, at its sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring GRANTEE to forfeit the unexpended portion of the grant funds and/or to repay to DISTRICT any funds improperly expended.
18. COMPLIANCE - GRANTEE shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. GRANTEE shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. GRANTEE shall maintain compliance with such

requirements throughout the grant period. GRANTEE shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. Any deviation from the requirements of this section shall result in non-payment of grant funds.

19. CONFIDENTIALITY – In order to carry out the purposes of this Agreement, GRANTEE 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 GRANTEE obtains from DISTRICT, and GRANTEE 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 GRANTEE requiring access in fulfillment of the services provided under this Agreement.
- B. Ensure that GRANTEE’s officers, employees, agents, representatives, subgrantees, 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 Agreement.
- 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 GRANTEE’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 GRANTEE.
- 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 Agreement and following expiration or termination of the Agreement.
- F. Prevent access to such materials by a person or entity not authorized under this Agreement.
- G. Establish specific procedures in order to fulfill the obligations of this section.

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

21. PUBLICATION

- A. DISTRICT shall approve in writing any report or other document prepared by GRANTEE in connection with performance under this Agreement 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 GRANTEE 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 GRANTEE for DISTRICT, pursuant to this Agreement, shall be part of DISTRICT’s public record, unless otherwise indicated. GRANTEE 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 Agreement.

“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. GRANTEE shall inform its officers, employees, subgrantees, and subcontractors involved in the performance of this Agreement of the restrictions contained herein and shall require compliance with the above.
- 22. PROPERTY AND SECURITY - Without limiting GRANTEE’s obligations with regard to security, GRANTEE shall comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT’s premises.
 - 23. ASSIGNMENT - No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Agreement to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.
 - 24. 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 Agreement 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 Agreement, 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.
 - 25. FORCE MAJEURE - Neither DISTRICT nor GRANTEE shall be liable for or deemed to be in default for any delay or failure in performance under this Agreement 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 GRANTEE, 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 Agreement.

26. SEVERABILITY - If a court of competent jurisdiction holds any provision of this Agreement 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.
27. HEADINGS - Headings on the sections and paragraphs of this Agreement 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 Agreement.
28. 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.
29. GOVERNING LAW - Any dispute that arises under or relates to this Agreement shall be governed by California law, excluding any laws that direct the application to another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Agreement, including mediation, shall be San Francisco, California.
30. ENTIRE AGREEMENT AND MODIFICATION - This Agreement represents the final, complete, and exclusive statement of the agreement between the parties and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Agreement may only be amended by mutual agreement of the parties in writing and signed by both parties.
31. SURVIVAL OF TERMS - The provisions of sections 8 (Indemnification), 16 (Audit / Records Access), 17 (Forfeit of Grant Funds / Repayment of Funds Improperly Expended), 19 (Confidentiality), 20 (Intellectual Property Rights), and 21 (Publication) shall survive the expiration or termination of this Agreement.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

El Concilio of San Mateo County

By: _____
Dr. Philip M. Fine
Executive Officer/APCO

By: _____
Ana Avendaño
Executive Director

Date: _____

Date: _____

Approved as to form:

By: _____
Alexander G. Crockett
General Counsel

ATTACHMENT A

WORK PLAN

Overview of Project

GRANTEE's mission is to increase education, employment and access to quality-of-life services to underserved communities in San Mateo County. GRANTEE's James Cary Smith Community Grant (Grant) project seeks to increase climate and environmental justice organizing capacity, through its Climate Ready Ambassadors workforce development program for Spanish-speaking Latinos in San Mateo County (SMC) Environmental Justice (EJ) communities, over three years. GRANTEE will train Climate Ready Ambassadors ("Climate Ambassadors") and support them to engage other local residents and participate in advocacy, policy, or community-driven solutions and activities. The program will reduce exposure to air pollution through prevention education and advocacy.

GRANTEE's Grant project will be based in San Mateo County geographies, and will serve North Fair Oaks/Redwood City, the North Central neighborhood in the City of San Mateo, and North County including South San Francisco, San Bruno, and/or Daly City.

During Year 1 of the Grant, GRANTEE will:

- Train a cohort of North Fair Oaks/Redwood City Climate Ambassadors by providing four in-person training sessions in Spanish, with a goal of training at least 10 residents.
- Support trained cohort of Climate Ambassadors to engage North Fair Oaks/Redwood City residents through a variety of approaches including tabling, canvassing, attending community meetings, invitations to participate in focus groups, and more, with a goal of engaging 50 residents.
- Help identify platforms and/or opportunities for the trained cohort of at least 10 Climate Ambassadors to participate in at least 2 advocacy, policy, or community-driven solutions/activities, either individually or as a group.
- Launch GRANTEE's Climate Ambassador Trainee Alumni Network, offering continued support and resources including, but not limited to, platforms and/or opportunities for advocacy, and connections to opportunities with partner organizations.

During Year 2 of the Grant, GRANTEE will:

- Train a cohort of North County Climate Ambassadors by providing four in-person training sessions in Spanish to residents of South San Francisco, San Bruno, and/or Daly City, with a goal of training at least 10 residents.
- Train a cohort of North Central City of San Mateo Climate Ambassadors by providing four in-person training sessions in Spanish, with a goal of training at least 10 residents.
- Expand and formalize network of at least 20 trained Climate Ambassadors ("Alumni Network") to facilitate ongoing training.
- Support trained cohorts of Climate Ambassadors to engage San Mateo County residents through a variety of approaches including tabling, canvassing, attending community meetings, invitations to participate in focus groups, and more, with a goal of engaging 150 residents (with a target of 50 or more North Fair Oaks/Redwood City residents, 50 or more North Central City of San Mateo residents, and 50 or more North County residents).

- Help identify platforms/opportunities for at least 10 trained Climate Ambassadors to participate in at least 2 advocacy, policy, or community-driven solutions/activities, either individually or as a group.
- Complete a written Climate Ambassadors curriculum (“self-implementation curriculum”) for partner organizations to utilize with the community members they serve.

During Year 3 of the grant, GRANTEE will:

- Prepare at least 2 trained Climate Ambassadors to support community-based organizations Climate Ambassador trainings through co-facilitation.
- Develop Trained Climate Ambassadors database.
- Conduct outreach to 10 or more Community-Based Organizations (CBOs) and networks to share resources, including the self-implementation curriculum opportunity and the Trained Climate Ambassadors database.
- Establish partnerships with other CBOs to self-implement the Climate Ambassadors curriculum completed in Year 2, with a goal of two formal partnerships.
- Provide ongoing training and support for 20 or more Alumni through the Alumni Network.
- Support trained cohorts of Climate Ambassadors to engage San Mateo County residents through a variety of approaches including tabling, canvassing, attending community meetings, invitations to participate in focus groups, and more, with a goal of engaging 150 residents (with a target of 50 or more North Fair Oaks/Redwood City residents, 50 or more North Central City of San Mateo residents, and 50 or more North County residents).
- Help identify platforms/opportunities for at least 10 trained Climate Ambassadors to participate in at least 2 advocacy, policy, or community-driven solutions/activities, either individually or as a group.

Part 1: Project Schedule

Year 1 Reporting Period 1 Tasks (July - October 2025)

- 1.1 GRANTEE will participate in the James Cary Smith Community Grant Program Grantee Kickoff Meeting via Zoom, tentatively scheduled for July 2025
- 1.2 GRANTEE will develop a detailed Year 1 action plan for the funded project detailing month-by-month activities and staffing, using template provided by DISTRICT (July/August)
- 1.3 GRANTEE will meet with DISTRICT Grant Manager for a 60-minute 1:1 project check-in via Zoom (August/September)
- 1.4 GRANTEE will begin implementing Year 1 action plan developed from Task 1.2 (September/October)
- 1.5 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 1.6 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 1 Reporting Period 1 Deliverables (July - October 2025 / Due November 17, 2025)

- Detailed Year 1 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE’s delivered action plan shall be incorporated by reference and part of this Agreement.

- Any deliverables related to progress on activities in Year 1 action plan, including but not limited to copies of outreach and training materials; a list of training sessions provided detailing the event name, date, location, and count of participants; a count of Climate Ambassadors recruited to participate in the program; a count of San Mateo County residents engaged by Climate Ambassadors; and a summary of Climate Ambassador participation in advocacy, policy, or community-driven solutions/activities
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 1st Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 1 action plan

Year 1 Reporting Period 2 Tasks (November 2025 – February 2026)

- 2.1 GRANTEE will continue implementing Year 1 action plan developed from Task 1.2
- 2.2 GRANTEE will begin drafting a detailed Year 2 action plan for the funded project detailing month-by-month activities and staffing, using template provided by DISTRICT
- 2.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 2.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 1 Reporting Period 2 Deliverables (November 2025 – February 2026 / Due March 16, 2026)

- Draft detailed Year 2 month-by-month action plan using template provided by DISTRICT
- Any deliverables related to progress on activities in Year 1 action plan, including but not limited to copies of outreach and training materials; a list of training sessions provided detailing the event name, date, location, and count of participants; a count of Climate Ambassadors participating in the program; a count of San Mateo County residents engaged by Climate Ambassadors; and a summary of Climate Ambassador participation in advocacy, policy, or community-driven solutions/activities
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 2nd Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 1 action plan

Year 1 Reporting Period 3 Tasks (March – June 2026)

- 3.1 GRANTEE will continue implementing Year 1 action plan developed for Task 1.2
- 3.2 GRANTEE will finalize Year 2 action plan in coordination with DISTRICT Grant Manager
- 3.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 3.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews
- 3.5 GRANTEE will prepare one written draft communication highlighting program impact using template provided by DISTRICT, for potential use by DISTRICT on its social media platforms

Year 1 Reporting Period 3 Deliverables (March – June 2026 / Due July 15, 2026)

- Detailed Year 2 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 1 action plan, including but not limited to copies of outreach and training materials; a list of training sessions provided detailing the event name, date, location, and count of participants; a count of Climate Ambassadors participating in the program; a count of San Mateo County residents engaged by Climate Ambassadors; and a summary of Climate Ambassador participation in advocacy, policy, or community-driven solutions/activities
- Draft communication highlighting program impact using template provided by DISTRICT
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 3rd Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 1 action plan

Year 2

Year 2 Reporting Period 4 Tasks (July – October 2026)

- 4.1 GRANTEE will begin implementing Year 2 action plan developed for Task 3.2
- 4.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 4.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 2 Reporting Period 4 Deliverables (July – October 2026 / Due November 16, 2026)

- Any deliverables related to progress on activities in Year 2 action plan, including but not limited to copies of outreach and training materials; a list of training sessions provided detailing the event name, date, location, and count of participants; a count of Climate Ambassadors participating in the program; a count of San Mateo County residents engaged by Climate Ambassadors; and a summary of Climate Ambassador participation in advocacy, policy, or community-driven solutions/activities
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 4th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 2 action plan

Year 2 Reporting Period 5 Tasks (November 2026 – February 2027)

- 5.1 GRANTEE will continue implementing Year 2 action plan developed for Task 3.2
- 5.2 GRANTEE will begin drafting Year 3 action plan for the funded project detailing month-by-month activities and staffing, using template provided by DISTRICT
- 5.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 5.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program

evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 2 Reporting Period 5 Deliverables (November 2026 – February 2027 / Due March 15, 2027)

- Draft Year 3 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 2 action plan, including but not limited to copies of outreach and training materials; a list of training sessions provided detailing the event name, date, location, and count of participants; a count of Climate Ambassadors participating in the program; a count of San Mateo County residents engaged by Climate Ambassadors; and a summary of Climate Ambassador participation in advocacy, policy, or community-driven solutions/activities
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 5th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 2 action plan

Year 2 Reporting Period 6 Tasks (March – June 2027)

- 6.1 GRANTEE will continue implementing Year 2 action plan developed for Task 3.2
- 6.2 GRANTEE will finalize Year 3 work plan in coordination with Air District grant manager
- 6.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 6.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews
- 6.5 GRANTEE will prepare one written draft communication highlighting program impact using template provided by DISTRICT, for potential use by DISTRICT on its social media platforms

Year 2 Reporting Period 6 Deliverables (March – June 2027 / Due July 15, 2027)

- Detailed Year 3 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 2 action plan, including but not limited to copies of outreach and training materials; a list of training sessions provided detailing the event name, date, location, and count of participants; a count of Climate Ambassadors participating in the program; a count of San Mateo County residents engaged by Climate Ambassadors; and a summary of Climate Ambassador participation in advocacy, policy, or community-driven solutions/activities
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- Draft communication highlighting program impact using template provided by DISTRICT
- 6th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 2 action plan

Year 3

Year 3 Reporting Period 7 Tasks (July – October 2027)

- 7.1 GRANTEE will begin implementing Year 3 action plan developed from Task 6.2
- 7.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 7.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 3 Reporting Period 7 Deliverables (July – October 2027 / Due November 15, 2027)

- Any deliverables related to progress on activities in Year 3 action plan, including but not limited to copies of outreach and training materials; a list of training sessions provided detailing the event name, date, location, and count of participants; a count of Climate Ambassadors participating in the program; a count of San Mateo County residents engaged by Climate Ambassadors; and a summary of Climate Ambassador participation in advocacy, policy, or community-driven solutions/activities
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 7th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 3 action plan

Year 3 Reporting Period 8 Tasks (November 2027 – February 2028)

- 8.1 GRANTEE will continue implementing Year 3 action plan developed from Task 6.2
- 8.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 8.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 3 Reporting Period 8 Deliverables (November 2027 – February 2028 / Due March 15, 2028)

- Any deliverables related to progress on activities in Year 3 action plan, including but not limited to copies of outreach and training materials; a list of training sessions provided detailing the event name, date, location, and count of participants; a count of Climate Ambassadors participating in the program; a count of San Mateo County residents engaged by Climate Ambassadors; and a summary of Climate Ambassador participation in advocacy, policy, or community-driven solutions/activities
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 8th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 3 action plan

Year 3 Reporting Period 9 Tasks (March – June 2028)

- 9.1 GRANTEE will complete Year 3 action plan developed for Task 6.2
- 9.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings

scheduled during this reporting period (or an equivalent event/convening)

- 9.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews
- 9.4 GRANTEE will prepare one written draft communication highlighting program impact using template provided by DISTRICT, for potential use by DISTRICT on its social media platforms

Year 3 Reporting Period 9 Deliverables (March – June 2028 / Due July 31, 2028)

- Any deliverables related to progress on activities in Year 3 action plan, including but not limited to copies of outreach and training materials; a list of training sessions provided detailing the event name, date, location, and count of participants; a count of Climate Ambassadors participating in the program; a count of San Mateo County residents engaged by Climate Ambassadors; and a summary of Climate Ambassador participation in advocacy, policy, or community-driven solutions/activities
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- Draft communication highlighting program impact using template provided by DISTRICT
- Final Grant Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 3 action plan

Part 2: Reporting to DISTRICT

GRANTEE will develop and submit eight (8) progress reports and one (1) final grant report to the DISTRICT during Years 1 through 3 of the grant as set forth in the deliverables above, following the format provided by the DISTRICT. The reports must document progress toward and final completion of the tasks and deliverables set forth in this Work Plan.

Progress and Final Reporting Due Dates

1. Progress Report for Period 1: Due November 17, 2025
2. Progress Report for Period 2: Due March 16, 2026
3. Progress Report for Period 3: Due July 15, 2026
4. Progress Report for Period 4: Due November 16, 2026
5. Progress Report for Period 5: Due March 15, 2027
6. Progress Report for Period 6: Due July 15, 2027
7. Progress Report for Period 7: Due November 15, 2027
8. Progress Report for Period 8: Due March 15, 2028
9. Final Grant Report and deliverables: Due no later than July 31, 2028.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

GRANT AGREEMENT

GRANT NO. 2025.106

1. **PARTIES** - The parties to this Agreement ("Agreement") are the Bay Area Air Quality Management District ("DISTRICT") whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and **La Clínica de La Raza, Inc.** ("GRANTEE") whose address is PO Box 22210, Oakland, CA 94623-2210
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 Agreement under California Health and Safety Code Section 40701.
 - B. DISTRICT's refocused James Cary Smith Community Grant Program, launched in 2022, offers grants to community-based organizations, neighborhood associations and other local nonprofit organizations.
 - C. Under the James Cary Smith Community Grant Program, DISTRICT seeks to provide grant funding for projects that will:
 - i. Help build community capacity to participate in one or more of the following: reducing air pollution, reducing human exposure to air pollution, and/or increasing community members' ability to meaningfully engage with DISTRICT and its work;
 - ii. Design and implement strategies that foster authentic and meaningful engagement, and empower and build organizational and community capacity to actively participate in planning activities that improve a community's environmental health;
 - iii. Uplift local efforts that improve air quality and public health; and
 - iv. Serve environmental justice communities, including communities that are under-resourced, income challenged, unhoused, English language learners, and/or overburdened by a disproportionate share of air pollution.
 - D. DISTRICT desires to award GRANTEE a grant for the activities described in Attachment A, Work Plan.
 - E. All parties to this Agreement have had the opportunity to have the Agreement reviewed by their attorney.
3. **TERM** - The term of this Agreement is from July 1, 2025 until July 31, 2028, unless further extended by amendment of this Agreement in writing, or terminated earlier.
4. **TERMINATION**
 - A. DISTRICT shall have the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days written notice to GRANTEE. 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, GRANTEE shall cease all activities under this Agreement, except such activities as are specified in the notice of termination. Within forty-five (45) days of receipt of written notice, GRANTEE is required to:
 - i) Submit a final written report describing all work performed by GRANTEE;

- ii) Submit an accounting of all grant funds expended up to and including the date of termination; and,
 - iii) Reimburse DISTRICT for any unspent funds.
 - B. DISTRICT may terminate this Agreement and be relieved of any payments should GRANTEE fail to perform the requirements of this Agreement at the time and in the manner herein provided.
5. NO AGENCY RELATIONSHIP CREATED / INDEPENDENT CAPACITY - GRANTEE and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of DISTRICT, and nothing herein shall be construed to be inconsistent with that relationship or status. DISTRICT shall not have the right to direct or control the activities of GRANTEE in performing the services provided herein.
6. CONTRACTORS / SUBCONTRACTORS / SUBGRANTEES
- A. GRANTEE will be entitled to make use of its own staff and such contractors, subcontractors, and subgrantees as are mutually acceptable to GRANTEE and DISTRICT. Any change in contractors, subcontractors, or subgrantees must be mutually acceptable to the parties. Immediately upon termination of any such contract, subcontract, or subgrant, GRANTEE shall notify DISTRICT.
 - B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between DISTRICT and any contractors, subcontractors, or subgrantees of GRANTEE, and no agreement with contractors, subcontractors, or subgrantees shall relieve GRANTEE of its responsibilities and obligations hereunder. GRANTEE agrees to be as fully responsible to DISTRICT for the acts and omissions of its contractors, subcontractors, and subgrantees and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by GRANTEE. GRANTEE's obligation to pay its contractors, subcontractors, and subgrantees is an independent obligation from DISTRICT's obligation to make payments to GRANTEE. As a result, DISTRICT shall have no obligation to pay or to enforce the payment of any moneys to any contractor, subcontractor, or subgrantee.
7. INSURANCE
- A. GRANTEE 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 GRANTEE is a sole proprietor, GRANTEE 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 GRANTEE's personal automobile liability insurance. A GRANTEE using only rental vehicles in performing work under this Agreement 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 Agreement, GRANTEE shall furnish properly-

executed certificates of insurance for all required insurance. Upon request by DISTRICT, GRANTEE shall provide a complete copy of any required insurance policy. GRANTEE 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 GRANTEE fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and deduct the cost thereof from any payments owed to GRANTEE or to terminate this Grant for breach.

8. INDEMNIFICATION - GRANTEE 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 Agreement 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 GRANTEE, its officers, agents, or employees.

9. PAYMENT

- A. DISTRICT agrees to award GRANTEE a grant of \$300,000 for the activities described in Attachment A, Work Plan. This grant shall be payable in ten (10) installments, as follows:
- i) \$20,000 within thirty (30) days after the execution of this Agreement;
 - ii) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 1, Period 1 grant report documenting GRANTEE's progress and startup costs including receipts detailing the initial \$20,000 grant fund payment used for equipment purchases, supplies, stipends, and other out-of-pocket costs;
 - iii) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 1, Period 2 grant report;
 - iv) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 1, Period 3 grant report;
 - v) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 2, Period 4 grant report;
 - vi) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 2, Period 5 grant report;
 - vii) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 2, Period 6 grant report;
 - viii) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 3, Period 7 grant report;
 - ix) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 3, Period 8 grant report;
 - x) \$15,000 within thirty (30) days upon final completion of all work specified in the Work Plan, including all Tasks and Deliverables, and after DISTRICT receipt and approval of GRANTEE's Final Grant Report.
- B. GRANTEE shall carry out the work described in the Work Plan, and shall obtain DISTRICT's written approval of any changes or modifications to the Work Plan prior to performing or incurring costs for the changed work. If GRANTEE fails to obtain such prior written approval, DISTRICT, at its sole discretion, may refuse to provide funds to pay for such work or costs.
- C. Payment will be made only to GRANTEE.
- D. GRANTEE must submit invoices for payment along with the reports and final grant report, respectively.

E. Ineligible costs for funding include, but are not limited to, advocacy activities relating to any federal, state, regional, or local election or ballot measure, and lobbying or advocacy activities relating to any federal, state, regional, or local legislative, quasi-legislative, adjudicatory, or quasi-judicial proceeding involving development or adoption of statutes, guidelines, rules, regulations, plans or any other governmental proposal, or involving decisions concerning siting, permitting, licensing, or any other governmental action.

10. AUTHORIZED REPRESENTATIVE - GRANTEE shall continuously maintain a representative vested with signature authority authorized to work with DISTRICT on all grant-related issues. GRANTEE shall, at all times, keep DISTRICT informed as to the identity of the authorized representative.

11. NOTICES - All notices that are required under this Agreement 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: Environmental Justice Division, communitygrants@baaqmd.gov

GRANTEE: La Clínica de La Raza, Inc.
PO Box 22210
Oakland, CA 94623-2210
Attn: Jane Garcia, jgarcia@laclinica.org

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

13. ACKNOWLEDGEMENTS - GRANTEE shall acknowledge DISTRICT support each time the activities funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material. The acknowledgement of DISTRICT support must state "Funded by a Grant from the Bay Area Air Quality Management District." Initials or abbreviations for DISTRICT shall not be used.

14. ADVERTISING / PUBLIC EDUCATION - DISTRICT shall have the right to review and approve all draft public education or advertising materials prior to GRANTEE's use of such materials.

15. FINANCIAL MANAGEMENT SYSTEM

A. GRANTEE shall be responsible for maintaining an adequate financial management system and will immediately notify DISTRICT when GRANTEE cannot comply with the requirements in this section.

- B. GRANTEE's financial management system shall provide for:
- i) Financial reporting: accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the grant.
 - ii) Accounting records: records that adequately identify the source and application of funds for DISTRICT-supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income.
 - iii) Internal control: effective internal and accounting controls over all funds, property and other assets. GRANTEE shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
 - iv) Budget control: comparison of actual expenditures or outlays with budgeted amounts for each grant.
 - v) Allowable cost: procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal and state requirements.
 - vi) Source documentation: accounting records that are supported by source documentation.
 - vii) Cash management: procedures to minimize the time elapsing between the advance of funds from DISTRICT and the disbursement by GRANTEE, whenever funds are advanced by DISTRICT.
- C. DISTRICT may review the adequacy of the financial management system of GRANTEE at any time subsequent to the award of the grant. If DISTRICT determines that GRANTEE's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by DISTRICT upon written notice to GRANTEE, until such time as the system meets with DISTRICT approval.
16. AUDIT / RECORDS ACCESS - GRANTEE agrees that DISTRICT shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. GRANTEE agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. GRANTEE agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, GRANTEE agrees to include a similar right of DISTRICT to audit records and interview staff in any contract, subcontract, or subgrant related to performance of this Agreement.
17. FORFEIT OF GRANT FUNDS / REPAYMENT OF FUNDS IMPROPERLY EXPENDED - If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, DISTRICT, at its sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring GRANTEE to forfeit the unexpended portion of the grant funds and/or to repay to DISTRICT any funds improperly expended.
18. COMPLIANCE - GRANTEE shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. GRANTEE shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. GRANTEE shall maintain compliance with such requirements throughout the grant period. GRANTEE shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to

carry out the terms of this Agreement. Any deviation from the requirements of this section shall result in non-payment of grant funds.

19. CONFIDENTIALITY – In order to carry out the purposes of this Agreement, GRANTEE 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 GRANTEE obtains from DISTRICT, and GRANTEE 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 GRANTEE requiring access in fulfillment of the services provided under this Agreement.
 - B. Ensure that GRANTEE's officers, employees, agents, representatives, subgrantees, 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 Agreement.
 - 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 GRANTEE'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 GRANTEE.
 - 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 Agreement and following expiration or termination of the Agreement.
 - F. Prevent access to such materials by a person or entity not authorized under this Agreement.
 - G. Establish specific procedures in order to fulfill the obligations of this section.
20. INTELLECTUAL PROPERTY RIGHTS - Title and full ownership rights to all intellectual property developed under this Agreement shall at all times remain with DISTRICT, unless otherwise agreed to in writing.
21. PUBLICATION
- A. DISTRICT shall approve in writing any report or other document prepared by GRANTEE in connection with performance under this Agreement 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 GRANTEE 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 GRANTEE for DISTRICT, pursuant to this Agreement, shall be part of DISTRICT's public record, unless otherwise indicated. GRANTEE 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 Agreement.

"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. GRANTEE shall inform its officers, employees, subgrantees, and subcontractors involved in the performance of this Agreement of the restrictions contained herein and shall require compliance with the above.
22. PROPERTY AND SECURITY - Without limiting GRANTEE's obligations with regard to security, GRANTEE shall comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT's premises.
23. ASSIGNMENT - No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Agreement to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.
24. 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 Agreement 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 Agreement, 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.
25. FORCE MAJEURE - Neither DISTRICT nor GRANTEE shall be liable for or deemed to be in default for any delay or failure in performance under this Agreement 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 GRANTEE, 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 Agreement.

26. SEVERABILITY - If a court of competent jurisdiction holds any provision of this Agreement 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.
27. HEADINGS - Headings on the sections and paragraphs of this Agreement 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 Agreement.
28. 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.
29. GOVERNING LAW - Any dispute that arises under or relates to this Agreement shall be governed by California law, excluding any laws that direct the application to another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Agreement, including mediation, shall be San Francisco, California.
30. ENTIRE AGREEMENT AND MODIFICATION - This Agreement represents the final, complete, and exclusive statement of the agreement between the parties and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Agreement may only be amended by mutual agreement of the parties in writing and signed by both parties.
31. SURVIVAL OF TERMS - The provisions of sections 8 (Indemnification), 16 (Audit / Records Access), 17 (Forfeit of Grant Funds / Repayment of Funds Improperly Expended), 19 (Confidentiality), 20 (Intellectual Property Rights), and 21 (Publication) shall survive the expiration or termination of this Agreement.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

La Clínica de La Raza, Inc.

By: _____
Dr. Philip M. Fine
Executive Officer/APCO

By: _____
Jane Garcia
Chief Executive Officer

Date: _____

Date: _____

Approved as to form:

By: _____
Alexander G. Crockett
General Counsel

ATTACHMENT A

WORK PLAN

Overview of Project

GRANTEE's mission is to continue to build capacity among staff, Promotor@s, and community members by engaging in community driven efforts that promote awareness about air quality and other environmental health aspects. GRANTEE's James Cary Smith Community Grant (Grant) project, the Air Quality Community Advocates (AQCA) program, aims to increase public awareness of air quality issues and the health effects of air pollution, advocate for strategies to reduce air pollution and exposure, and improve health outcomes in Pittsburg-Bay Point in Contra Costa County, and Vallejo in Solano County communities.

GRANTEE's Grant project will increase the community's capacity to participate in governmental decision-making processes and promote empowerment with the aid of Promotor@s. GRANTEE has a long history of training community members as Promotor@s in leadership, advocacy, health promotion, and community-building, and will leverage this model to ensure community-level involvement throughout the project. Promotor@s will highlight disparities and inequities identified through GRANTEE's needs assessment, research, and observations.

GRANTEE's Grant project will serve two areas – Pittsburg-Bay Point in Contra Costa County, and Vallejo in Solano County. GRANTEE's target population includes residents who are <200% Federal Poverty Level (FPL), uninsured, and Medi-Cal recipients.

During Year 1 of the Grant, GRANTEE will engage community members, staff, and Promotor@s to:

- Both Communities: Conduct in-person and/or virtual presentations about air quality and asthma in Spanish and/or English, with the goal of 4 to 5 workshops per year per county.
- Both Communities: Attend collaborative meetings with stakeholders or representatives from the city such as the City of Pittsburg's Environmental Department or the Urban Forestry team, City of Vallejo representatives, and the Climate Change Roundtable of the Bay Area, with the goal of attending 2 to 3 meetings per year.
- Both Communities: Encourage the use of clean technologies and renewable energy in homes and communities through organizations that offer subsidies or incentives to replace polluting equipment, such as wood-burning stoves or high-emission vehicles.
- Both Communities: Collaborate with Acterra and Cool the Earth to promote and co-facilitate electric vehicle information sessions.
- Vallejo: Collaborate with local community gardens to promote options for gardening in small spaces such as apartments or through community gardens.
- Vallejo: Collaborate with Citizen Air Monitoring Network to promote air quality trainings and community activities related to air quality.
- Pittsburg: Engage in decision-making and recommendations for urban forestry efforts in underserved areas.
- Both Communities: Conduct a year-end evaluation to assess project successes and learnings, and plan for Year 2 implementation.

During Year 2 of the Grant, GRANTEE will engage community members, staff, and Promotor@s to:

- Continue the work described above in Year 1.

- Both Communities: Facilitate educational workshops for adults and youth regarding creating home gardens.
- Pittsburgh: Continue collaboration with Environmental Health Committee to promote workshops about air quality, environmental health, and awareness and outreach activities.
- Both Communities: Conduct a year-end evaluation process to assess project successes and learnings, and plan for Year 3 implementation.

During Year 3 of the Grant, GRANTEE will engage community members, staff, and Promotor@s to:

- Continue the work described above in Year 1 and 2.
- Both Communities: Organize a community forum in coordination with the citizen roundtables and environmental health experts to learn about public policies that reduce emissions, such as the use of clean energy and the control of polluting vehicles with participation from Contra Costa and Solano Counties.
- Both Communities: Conduct an evaluation process for the three-year cycle to assess the impact of the project.

Part 1: Project Schedule

Year 1 Reporting Period 1 Tasks (July - October 2025)

- 1.1 GRANTEE will participate in the James Cary Smith Community Grant Program Grantee Kickoff Meeting via Zoom, tentatively scheduled for July 2025
- 1.2 GRANTEE will develop a detailed Year 1 action plan for the funded project detailing month-by-month activities and staffing, using template provided by DISTRICT (July/August)
- 1.3 GRANTEE will meet with DISTRICT Grant Manager for a 60-minute 1:1 project check-in via Zoom (August/September)
- 1.4 GRANTEE will begin implementing Year 1 action plan developed from Task 1.2 (September/October)
- 1.5 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 1.6 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 1 Reporting Period 1 Deliverables (July - October 2025 / Due November 17, 2025)

- Detailed Year 1 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 1 action plan, including but not limited to a list of presentations and/or workshops provided detailing the date, location, count of participants, and whether the event offered language interpretation; copies of presentation materials and/or workshop materials in English and Spanish if applicable; a list of collaborative meetings attended detailing the meeting name, date, location, and count of participants; a summary of local opportunities and/or incentives GRANTEE has promoted; and, if applicable, a summary of evaluation findings
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and stipend/personnel costs documentation such as redacted invoices or paystubs, timesheets, or other labor tracking software

- 1st Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 1 action plan

Year 1 Reporting Period 2 Tasks (November 2025 – February 2026)

- 2.1 GRANTEE will continue implementing Year 1 action plan developed from Task 1.2
- 2.2 GRANTEE will begin drafting a detailed Year 2 action plan for the funded project detailing month-by-month activities and staffing, using template provided by DISTRICT
- 2.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 2.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 1 Reporting Period 2 Deliverables (November 2025 – February 2026 / Due March 16, 2026)

- Draft detailed Year 2 month-by-month action plan using template provided by DISTRICT
- Any deliverables related to progress on activities in Year 1 action plan, including but not limited to a list of presentations and/or workshops provided detailing the date, location, count of participants, and whether the event offered language interpretation; copies of presentation materials and/or workshop materials in English and Spanish if applicable; a list of collaborative meetings attended detailing the meeting name, date, location, and count of participants; a summary of local opportunities and/or incentives GRANTEE has promoted; and, if applicable, a summary of evaluation findings
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and stipend/personnel costs documentation such as redacted invoices or paystubs, timesheets, or other labor tracking software
- 2nd Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 1 action plan

Year 1 Reporting Period 3 Tasks (March – June 2026)

- 3.1 GRANTEE will continue implementing Year 1 action plan developed for Task 1.2
- 3.2 GRANTEE will finalize Year 2 action plan in coordination with DISTRICT Grant Manager
- 3.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 3.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews
- 3.5 GRANTEE will prepare one written draft communication highlighting program impact using template provided by DISTRICT, for potential use by DISTRICT on its social media platforms

Year 1 Reporting Period 3 Deliverables (March – June 2026 / Due July 15, 2026)

- Detailed Year 2 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 1 action plan, including but not limited to a list of presentations and/or workshops provided detailing the date, location, count of participants, and whether the event offered language interpretation; copies of presentation materials and/or workshop materials in English and Spanish if applicable; a list of collaborative

meetings attended detailing the meeting name, date, location, and count of participants; a summary of local opportunities and/or incentives GRANTEE has promoted; and, if applicable, a summary of evaluation findings

- Draft communication highlighting program impact using template provided by DISTRICT
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and stipend/personnel costs documentation such as redacted invoices or paystubs, timesheets, or other labor tracking software
- 3rd Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 1 action plan

Year 2

Year 2 Reporting Period 4 Tasks (July – October 2026)

- 4.1 GRANTEE will begin implementing Year 2 action plan developed for Task 3.2
- 4.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 4.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 2 Reporting Period 4 Deliverables (July – October 2026 / Due November 16, 2026)

- Any deliverables related to progress on activities in Year 2 action plan, including but not limited to a list of presentations and/or workshops provided detailing the date, location, count of participants, and whether the event offered language interpretation; copies of presentation materials and/or workshop materials in English and Spanish if applicable; a list of collaborative meetings attended detailing the meeting name, date, location, and count of participants; a summary of local opportunities and/or incentives GRANTEE has promoted; and, if applicable, a summary of evaluation findings
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and stipend/personnel costs documentation such as redacted invoices or paystubs, timesheets, or other labor tracking software
- 4th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 2 action plan

Year 2 Reporting Period 5 Tasks (November 2026 – February 2027)

- 5.1 GRANTEE will continue implementing Year 2 action plan developed for Task 3.2
- 5.2 GRANTEE will begin drafting Year 3 action plan for the funded project detailing month-by-month activities and staffing, using template provided by DISTRICT
- 5.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 5.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 2 Reporting Period 5 Deliverables (November 2026 – February 2027 / Due March 15, 2027)

- Draft Year 3 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 2 action plan, including but not limited to a list of presentations and/or workshops provided detailing the date, location, count of participants, and whether the event offered language interpretation; copies of presentation materials and/or workshop materials in English and Spanish if applicable; a list of collaborative meetings attended detailing the meeting name, date, location, and count of participants; a summary of local opportunities and/or incentives GRANTEE has promoted; and, if applicable, a summary of evaluation findings
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and stipend/personnel costs documentation such as redacted invoices or paystubs, timesheets, or other labor tracking software
- 5th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 2 action plan

Year 2 Reporting Period 6 Tasks (March – June 2027)

- 6.1 GRANTEE will continue implementing Year 2 action plan developed for Task 3.2
- 6.2 GRANTEE will finalize Year 3 work plan in coordination with Air District grant manager
- 6.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 6.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews
- 6.5 GRANTEE will prepare one written draft communication highlighting program impact using template provided by DISTRICT, for potential use by DISTRICT on its social media platforms

Year 2 Reporting Period 6 Deliverables (March – June 2027 / Due July 15, 2027)

- Detailed Year 3 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 2 action plan, including but not limited to a list of presentations and/or workshops provided detailing the date, location, count of participants, and whether the event offered language interpretation; copies of presentation materials and/or workshop materials in English and Spanish if applicable; a list of collaborative meetings attended detailing the meeting name, date, location, and count of participants; a summary of local opportunities and/or incentives GRANTEE has promoted; and, if applicable, a summary of evaluation findings
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and stipend/personnel costs documentation such as redacted invoices or paystubs, timesheets, or other labor tracking software
- Draft communication highlighting program impact using template provided by DISTRICT
- 6th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 2 action plan

Year 3

Year 3 Reporting Period 7 Tasks (July – October 2027)

- 7.1 GRANTEE will begin implementing Year 3 action plan developed from Task 6.2
- 7.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 7.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 3 Reporting Period 7 Deliverables (July – October 2027 / Due November 15, 2027)

- Any deliverables related to progress on activities in Year 3 action plan, including but not limited to a list of presentations and/or workshops provided detailing the date, location, count of participants, and whether the event offered language interpretation; copies of presentation materials and/or workshop materials in English and Spanish if applicable; a list of collaborative meetings attended detailing the meeting name, date, location, and count of participants; a summary of local opportunities and/or incentives GRANTEE has promoted; and, if applicable, a summary of evaluation findings
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and stipend/personnel costs documentation such as redacted invoices or paystubs, timesheets, or other labor tracking software
- 7th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 3 action plan

Year 3 Reporting Period 8 Tasks (November 2027 – February 2028)

- 8.1 GRANTEE will continue implementing Year 3 action plan developed from Task 6.2
- 8.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 8.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 3 Reporting Period 8 Deliverables (November 2027 – February 2028 / Due March 15, 2028)

- Any deliverables related to progress on activities in Year 3 action plan, including but not limited to a list of presentations and/or workshops provided detailing the date, location, count of participants, and whether the event offered language interpretation; copies of presentation materials and/or workshop materials in English and Spanish if applicable; a list of collaborative meetings attended detailing the meeting name, date, location, and count of participants; a summary of local opportunities and/or incentives GRANTEE has promoted; and, if applicable, a summary of evaluation findings
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and stipend/personnel costs documentation such as redacted invoices or paystubs, timesheets, or other labor tracking software
- 8th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 3 action plan

Year 3 Reporting Period 9 Tasks (March – June 2028)

- 9.1 GRANTEE will complete Year 3 action plan developed for Task 6.2
- 9.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 9.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews
- 9.4 GRANTEE will prepare one written draft communication highlighting program impact using template provided by DISTRICT, for potential use by DISTRICT on its social media platforms

Year 3 Reporting Period 9 Deliverables (March – June 2028 / Due July 31, 2028)

- Any deliverables related to progress on activities in Year 3 action plan, including but not limited to a list of presentations and/or workshops provided detailing the date, location, count of participants, and whether the event offered language interpretation; copies of presentation materials and/or workshop materials in English and Spanish if applicable; a list of collaborative meetings attended detailing the meeting name, date, location, and count of participants; a summary of local opportunities and/or incentives GRANTEE has promoted; and, if applicable, a summary of evaluation findings
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and stipend/personnel costs documentation such as redacted invoices or paystubs, timesheets, or other labor tracking software
- Draft communication highlighting program impact using template provided by DISTRICT
- Final Grant Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 3 action plan

Part 2: Reporting to DISTRICT

GRANTEE will develop and submit eight (8) progress reports and one (1) final grant report to the DISTRICT during Years 1 through 3 of the grant as set forth in the deliverables above, following the format provided by the DISTRICT. The reports must document progress toward and final completion of the tasks and deliverables set forth in this Work Plan.

Progress and Final Reporting Due Dates

1. Progress Report for Period 1: Due November 17, 2025
2. Progress Report for Period 2: Due March 16, 2026
3. Progress Report for Period 3: Due July 15, 2026
4. Progress Report for Period 4: Due November 16, 2026
5. Progress Report for Period 5: Due March 15, 2027
6. Progress Report for Period 6: Due July 15, 2027
7. Progress Report for Period 7: Due November 15, 2027
8. Progress Report for Period 8: Due March 15, 2028
9. Final Grant Report and deliverables: Due no later than July 31, 2028.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

GRANT AGREEMENT

GRANT NO. 2025.103

1. **PARTIES** - The parties to this Agreement ("Agreement") are the Bay Area Air Quality Management District ("DISTRICT") whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and **Multicultural Center of Marin** ("GRANTEE") whose address is 709 Fifth Avenue, San Rafael, CA 94901.
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 Agreement under California Health and Safety Code Section 40701.
 - B. DISTRICT's refocused James Cary Smith Community Grant Program, launched in 2022, offers grants to community-based organizations, neighborhood associations and other local nonprofit organizations.
 - C. Under the James Cary Smith Community Grant Program, DISTRICT seeks to provide grant funding for projects that will:
 - i. Help build community capacity to participate in one or more of the following: reducing air pollution, reducing human exposure to air pollution, and/or increasing community members' ability to meaningfully engage with DISTRICT and its work;
 - ii. Design and implement strategies that foster authentic and meaningful engagement, and empower and build organizational and community capacity to actively participate in planning activities that improve a community's environmental health;
 - iii. Uplift local efforts that improve air quality and public health; and
 - iv. Serve environmental justice communities, including communities that are under-resourced, income challenged, unhoused, English language learners, and/or overburdened by a disproportionate share of air pollution.
 - D. DISTRICT desires to award GRANTEE a grant for the activities described in Attachment A, Work Plan.
 - E. All parties to this Agreement have had the opportunity to have the Agreement reviewed by their attorney.
3. **TERM** - The term of this Agreement is from July 1, 2025 until July 31, 2028, unless further extended by amendment of this Agreement in writing, or terminated earlier.
4. **TERMINATION**
 - A. DISTRICT shall have the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days written notice to GRANTEE. 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, GRANTEE shall cease all activities under this Agreement, except such activities as are specified in the notice of termination. Within forty-five (45) days of receipt of written notice, GRANTEE is required to:
 - i) Submit a final written report describing all work performed by GRANTEE;

- ii) Submit an accounting of all grant funds expended up to and including the date of termination; and,
 - iii) Reimburse DISTRICT for any unspent funds.
 - B. DISTRICT may terminate this Agreement and be relieved of any payments should GRANTEE fail to perform the requirements of this Agreement at the time and in the manner herein provided.
5. NO AGENCY RELATIONSHIP CREATED / INDEPENDENT CAPACITY - GRANTEE and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of DISTRICT, and nothing herein shall be construed to be inconsistent with that relationship or status. DISTRICT shall not have the right to direct or control the activities of GRANTEE in performing the services provided herein.
6. CONTRACTORS / SUBCONTRACTORS / SUBGRANTEES
- A. GRANTEE will be entitled to make use of its own staff and such contractors, subcontractors, and subgrantees as are mutually acceptable to GRANTEE and DISTRICT. Any change in contractors, subcontractors, or subgrantees must be mutually acceptable to the parties. Immediately upon termination of any such contract, subcontract, or subgrant, GRANTEE shall notify DISTRICT.
 - B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between DISTRICT and any contractors, subcontractors, or subgrantees of GRANTEE, and no agreement with contractors, subcontractors, or subgrantees shall relieve GRANTEE of its responsibilities and obligations hereunder. GRANTEE agrees to be as fully responsible to DISTRICT for the acts and omissions of its contractors, subcontractors, and subgrantees and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by GRANTEE. GRANTEE's obligation to pay its contractors, subcontractors, and subgrantees is an independent obligation from DISTRICT's obligation to make payments to GRANTEE. As a result, DISTRICT shall have no obligation to pay or to enforce the payment of any moneys to any contractor, subcontractor, or subgrantee.
7. INSURANCE
- A. GRANTEE 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 GRANTEE is a sole proprietor, GRANTEE 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 GRANTEE's personal automobile liability insurance. A GRANTEE using only rental vehicles in performing work under this Agreement 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 Agreement, GRANTEE shall furnish properly-

executed certificates of insurance for all required insurance. Upon request by DISTRICT, GRANTEE shall provide a complete copy of any required insurance policy. GRANTEE 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 GRANTEE fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and deduct the cost thereof from any payments owed to GRANTEE or to terminate this Grant for breach.

8. INDEMNIFICATION - GRANTEE 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 Agreement 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 GRANTEE, its officers, agents, or employees.

9. PAYMENT

- A. DISTRICT agrees to award GRANTEE a grant of \$299,346 for the activities described in Attachment A, Work Plan. This grant shall be payable in ten (10) installments, as follows:
- i) \$19,346 within thirty (30) days after the execution of this Agreement;
 - ii) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 1, Period 1 grant report documenting GRANTEE's progress and startup costs including receipts detailing the initial \$19,346 grant fund payment used for equipment purchases, supplies, stipends, and other out-of-pocket costs;
 - iii) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 1, Period 2 grant report;
 - iv) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 1, Period 3 grant report;
 - v) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 2, Period 4 grant report;
 - vi) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 2, Period 5 grant report;
 - vii) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 2, Period 6 grant report;
 - viii) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 3, Period 7 grant report;
 - ix) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 3, Period 8 grant report;
 - x) \$15,000 within thirty (30) days upon final completion of all work specified in the Work Plan, including all Tasks and Deliverables, and after DISTRICT receipt and approval of GRANTEE's Final Grant Report.
- B. GRANTEE shall carry out the work described in the Work Plan, and shall obtain DISTRICT's written approval of any changes or modifications to the Work Plan prior to performing or incurring costs for the changed work. If GRANTEE fails to obtain such prior written approval, DISTRICT, at its sole discretion, may refuse to provide funds to pay for such work or costs.
- C. Payment will be made only to GRANTEE.
- D. GRANTEE must submit invoices for payment along with the reports and final grant report, respectively.

- E. Ineligible costs for funding include, but are not limited to, advocacy activities relating to any federal, state, regional, or local election or ballot measure, and lobbying or advocacy activities relating to any federal, state, regional, or local legislative, quasi-legislative, adjudicatory, or quasi-judicial proceeding involving development or adoption of statutes, guidelines, rules, regulations, plans or any other governmental proposal, or involving decisions concerning siting, permitting, licensing, or any other governmental action.
10. AUTHORIZED REPRESENTATIVE - GRANTEE shall continuously maintain a representative vested with signature authority authorized to work with DISTRICT on all grant-related issues. GRANTEE shall, at all times, keep DISTRICT informed as to the identity of the authorized representative.
11. NOTICES - All notices that are required under this Agreement 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: Environmental Justice Division, communitygrants@baaqmd.gov
- GRANTEE: Multicultural Center of Marin
709 Fifth Avenue
San Rafael, CA 94901
Attn: Lisa Bennett, lbennett@multiculturalmarin.org
12. ADDITIONAL PROVISIONS - All attachment(s) to this Agreement are expressly incorporated herein by this reference and made a part hereof as though fully set forth.
13. ACKNOWLEDGEMENTS - GRANTEE shall acknowledge DISTRICT support each time the activities funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material. The acknowledgement of DISTRICT support must state "Funded by a Grant from the Bay Area Air Quality Management District." Initials or abbreviations for DISTRICT shall not be used.
14. ADVERTISING / PUBLIC EDUCATION - DISTRICT shall have the right to review and approve all draft public education or advertising materials prior to GRANTEE's use of such materials.
15. FINANCIAL MANAGEMENT SYSTEM
- A. GRANTEE shall be responsible for maintaining an adequate financial management system and will immediately notify DISTRICT when GRANTEE cannot comply with the requirements in this section.

- B. GRANTEE's financial management system shall provide for:
- i) Financial reporting: accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the grant.
 - ii) Accounting records: records that adequately identify the source and application of funds for DISTRICT-supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income.
 - iii) Internal control: effective internal and accounting controls over all funds, property and other assets. GRANTEE shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
 - iv) Budget control: comparison of actual expenditures or outlays with budgeted amounts for each grant.
 - v) Allowable cost: procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal and state requirements.
 - vi) Source documentation: accounting records that are supported by source documentation.
 - vii) Cash management: procedures to minimize the time elapsing between the advance of funds from DISTRICT and the disbursement by GRANTEE, whenever funds are advanced by DISTRICT.
- C. DISTRICT may review the adequacy of the financial management system of GRANTEE at any time subsequent to the award of the grant. If DISTRICT determines that GRANTEE's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by DISTRICT upon written notice to GRANTEE, until such time as the system meets with DISTRICT approval.
16. AUDIT / RECORDS ACCESS - GRANTEE agrees that DISTRICT shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. GRANTEE agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. GRANTEE agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, GRANTEE agrees to include a similar right of DISTRICT to audit records and interview staff in any contract, subcontract, or subgrant related to performance of this Agreement.
17. FORFEIT OF GRANT FUNDS / REPAYMENT OF FUNDS IMPROPERLY EXPENDED - If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, DISTRICT, at its sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring GRANTEE to forfeit the unexpended portion of the grant funds and/or to repay to DISTRICT any funds improperly expended.
18. COMPLIANCE - GRANTEE shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. GRANTEE shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. GRANTEE shall maintain compliance with such requirements throughout the grant period. GRANTEE shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to

carry out the terms of this Agreement. Any deviation from the requirements of this section shall result in non-payment of grant funds.

19. CONFIDENTIALITY – In order to carry out the purposes of this Agreement, GRANTEE 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 GRANTEE obtains from DISTRICT, and GRANTEE 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 GRANTEE requiring access in fulfillment of the services provided under this Agreement.
 - B. Ensure that GRANTEE's officers, employees, agents, representatives, subgrantees, 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 Agreement.
 - 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 GRANTEE'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 GRANTEE.
 - 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 Agreement and following expiration or termination of the Agreement.
 - F. Prevent access to such materials by a person or entity not authorized under this Agreement.
 - G. Establish specific procedures in order to fulfill the obligations of this section.
20. INTELLECTUAL PROPERTY RIGHTS - Title and full ownership rights to all intellectual property developed under this Agreement shall at all times remain with DISTRICT, unless otherwise agreed to in writing.
21. PUBLICATION
- A. DISTRICT shall approve in writing any report or other document prepared by GRANTEE in connection with performance under this Agreement 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 GRANTEE 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 GRANTEE for DISTRICT, pursuant to this Agreement, shall be part of DISTRICT's public record, unless otherwise indicated. GRANTEE 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 Agreement.

"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. GRANTEE shall inform its officers, employees, subgrantees, and subcontractors involved in the performance of this Agreement of the restrictions contained herein and shall require compliance with the above.
22. PROPERTY AND SECURITY - Without limiting GRANTEE's obligations with regard to security, GRANTEE shall comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT's premises.
23. ASSIGNMENT - No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Agreement to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.
24. 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 Agreement 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 Agreement, 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.
25. FORCE MAJEURE - Neither DISTRICT nor GRANTEE shall be liable for or deemed to be in default for any delay or failure in performance under this Agreement 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 GRANTEE, 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 Agreement.

26. SEVERABILITY - If a court of competent jurisdiction holds any provision of this Agreement 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.
27. HEADINGS - Headings on the sections and paragraphs of this Agreement 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 Agreement.
28. 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.
29. GOVERNING LAW - Any dispute that arises under or relates to this Agreement shall be governed by California law, excluding any laws that direct the application to another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Agreement, including mediation, shall be San Francisco, California.
30. ENTIRE AGREEMENT AND MODIFICATION - This Agreement represents the final, complete, and exclusive statement of the agreement between the parties and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Agreement may only be amended by mutual agreement of the parties in writing and signed by both parties.
31. SURVIVAL OF TERMS - The provisions of sections 8 (Indemnification), 16 (Audit / Records Access), 17 (Forfeit of Grant Funds / Repayment of Funds Improperly Expended), 19 (Confidentiality), 20 (Intellectual Property Rights), and 21 (Publication) shall survive the expiration or termination of this Agreement.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

Multicultural Center of Marin

By: _____
Dr. Philip M. Fine
Executive Officer/APCO

By: _____
Lisa Bennett
Executive Director

Date: _____

Date: _____

Approved as to form:

By: _____
Alexander G. Crockett
General Counsel

ATTACHMENT A

WORK PLAN

Overview of Project

GRANTEE's mission is to connect community members to advocate for social and environmental justice for all to thrive. GRANTEE has been working to develop capacity within the Canal community in Marin County, a population that has been historically marginalized and segregated. The Canal area is home to approximately 12,752 residents, and is the most densely populated area in the Bay Area outside of San Francisco. Some 90-95% of its population identify as Hispanic-Latinx. According to CalEnviroScreen 4.0, the project area ranks in the 71st percentile for environmental vulnerability. For GRANTEE, building community power through transparent decision-making at all levels is the foundation of climate justice and addressing equity issues in Marin County. When the effects of climate change bring risks such as poor air quality, flooding, and other extreme weather events, the Canal community is one of the most vulnerable in the Bay Area.

Since 2019, GRANTEE has facilitated the Canal Community Resilience Council (CCRC) and worked with local community partners to strengthen leadership through an environmental justice framework. Through the CCRC, GRANTEE has worked to build capacity and establish structures that support existing leaders, nurture emerging leaders, and foster new leadership with a focus on equity and inclusion.

Through its three-year James Cary Smith Community Grant (Grant) project, GRANTEE envisions that the Canal's community leaders will continue collaborating with stakeholders and policymakers to advocate for environmental justice in vulnerable communities. GRANTEE along with established and emerging community leaders will work together on: capacity building, advocacy strategies, and the installation of a Community Resilience Hub ("Hub"), which will be a permanent space for the community to access information, resources, and training focused on environmental issues.

Throughout the term of the Grant, GRANTEE will provide monthly leadership trainings for Spanish-speaking community leaders, with English translation available, with a goal of training a core group of 20 individuals. The trainings may be in-person and/or virtual.

During Year 1 of the Grant, GRANTEE will conduct a needs assessment in partnership with community leaders to determine desired focus areas for trainings. GRANTEE will then collaboratively design a curriculum to build capacity around environmental justice issues and develop advocacy skills related to air quality, waste management, and wetlands protection from the community perspective. The number of modules per topic will be determined by GRANTEE with community leaders and local partners. GRANTEE will conduct monthly leadership meetings in Spanish with English translation as needed to develop the curriculum.

During Year 2 of the Grant, GRANTEE will develop additional components of the curriculum focusing on advocacy strategies and community power, including presentations, participation in local public meetings through public comment, and/or other approaches. GRANTEE's goal is for community leaders to be involved in decision-making processes related to community well-being, risk management, and environmental justice. GRANTEE will also begin to develop the Hub, to be installed at GRANTEE's permanent space and designed to be a place where the community can access information, resources, and training focused on environmental issues.

During Year 3 of the Grant, GRANTEE will incorporate a mentorship program into monthly leadership trainings through which established community leaders will educate and increase the skills of emerging leaders. GRANTEE will continue to develop the Hub, establishing mechanisms for community leaders to provide updated information about the issues that affect the community.

Sustainable community resilience is one of GRANTEE's main goals. With this Grant, GRANTEE envisions a community that has skills, resources, and agency beyond the three-year project cycle, and can reduce the risk and vulnerability of the Canal community.

Part 1: Project Schedule

Year 1 Reporting Period 1 Tasks (July - October 2025)

- 1.1 GRANTEE will participate in the James Cary Smith Community Grant Program Grantee Kickoff Meeting via Zoom, tentatively scheduled for July 2025
- 1.2 GRANTEE will develop a detailed Year 1 action plan for the funded project detailing month-by-month activities and staffing, using template provided by DISTRICT (July/August)
- 1.3 GRANTEE will meet with DISTRICT Grant Manager for a 60-minute 1:1 project check-in via Zoom (August/September)
- 1.4 GRANTEE will begin implementing Year 1 action plan developed from Task 1.2 (September/October)
- 1.5 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 1.6 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 1 Reporting Period 1 Deliverables (July - October 2025 / Due November 17, 2025)

- Detailed Year 1 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 1 action plan, including but not limited to a list of leadership trainings provided detailing the date, topic, format/location, and names, initials or aliases of participants; copies of training materials and presentations; and a project work plan including the status of the capacity-building curriculum
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 1st Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 1 action plan

Year 1 Reporting Period 2 Tasks (November 2025 – February 2026)

- 2.1 GRANTEE will continue implementing Year 1 action plan developed from Task 1.2
- 2.2 GRANTEE will begin drafting a detailed Year 2 action plan for the funded project detailing month-by-month activities and staffing, using template provided by DISTRICT
- 2.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)

- 2.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 1 Reporting Period 2 Deliverables (November 2025 – February 2026 / Due March 16, 2026)

- Draft detailed Year 2 month-by-month action plan using template provided by DISTRICT
- Any deliverables related to progress on activities in Year 1 action plan, including but not limited to a list of leadership trainings provided detailing the date, topic, format/location, and names, initials or aliases of participants; copies of training materials and presentations; and a project work plan including the status of the capacity-building curriculum
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 2nd Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 1 action plan

Year 1 Reporting Period 3 Tasks (March – June 2026)

- 3.1 GRANTEE will continue implementing Year 1 action plan developed for Task 1.2
- 3.2 GRANTEE will finalize Year 2 action plan in coordination with DISTRICT Grant Manager
- 3.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 3.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews
- 3.5 GRANTEE will prepare one written draft communication highlighting program impact using template provided by DISTRICT, for potential use by DISTRICT on its social media platforms

Year 1 Reporting Period 3 Deliverables (March – June 2026 / Due July 15, 2026)

- Detailed Year 2 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 1 action plan, including but not limited to a list of leadership trainings provided detailing the date, topic, format/location, and names, initials or aliases of participants; copies of training materials and presentations; and a project work plan including the status of the capacity-building curriculum
- Draft communication highlighting program impact using template provided by DISTRICT
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 3rd Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 1 action plan

Year 2

Year 2 Reporting Period 4 Tasks (July – October 2026)

- 4.1 GRANTEE will begin implementing Year 2 action plan developed for Task 3.2

- 4.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 4.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 2 Reporting Period 4 Deliverables (July – October 2026 / Due November 16, 2026)

- Any deliverables related to progress on activities in Year 2 action plan, including but not limited to a list of leadership trainings provided detailing the date, topic, format/location, and names, initials or aliases of participants; copies of training materials and presentations; an updated project work plan including the status of the capacity-building curriculum; and a summary of planning and installation efforts for GRANTEE's Community Resilience Hub
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 4th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 2 action plan

Year 2 Reporting Period 5 Tasks (November 2026 – February 2027)

- 5.1 GRANTEE will continue implementing Year 2 action plan developed for Task 3.2
- 5.2 GRANTEE will begin drafting Year 3 action plan for the funded project detailing month-by-month activities and staffing, using template provided by DISTRICT
- 5.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 5.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 2 Reporting Period 5 Deliverables (November 2026 – February 2027 / Due March 15, 2027)

- Draft Year 3 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 2 action plan, including but not limited to a list of leadership trainings provided detailing the date, topic, format/location, and names, initials or aliases of participants; copies of training materials and presentations; an updated project work plan including the status of the capacity-building curriculum; and a summary of planning and installation efforts for GRANTEE's Community Resilience Hub
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 5th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 2 action plan

Year 2 Reporting Period 6 Tasks (March – June 2027)

- 6.1 GRANTEE will continue implementing Year 2 action plan developed for Task 3.2
- 6.2 GRANTEE will finalize Year 3 work plan in coordination with Air District grant manager
- 6.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings

- scheduled during this reporting period (or an equivalent event/convening)
- 6.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews
- 6.5 GRANTEE will prepare one written draft communication highlighting program impact using template provided by DISTRICT, for potential use by DISTRICT on its social media platforms

Year 2 Reporting Period 6 Deliverables (March – June 2027 / Due July 15, 2027)

- Detailed Year 3 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 2 action plan, including but not limited to a list of leadership trainings provided detailing the date, topic, format/location, and names, initials or aliases of participants; copies of training materials and presentations; an updated project work plan including the status of the capacity-building curriculum; and a summary of planning and installation efforts for GRANTEE's Community Resilience Hub
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- Draft communication highlighting program impact using template provided by DISTRICT
- 6th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 2 action plan

Year 3

Year 3 Reporting Period 7 Tasks (July – October 2027)

- 7.1 GRANTEE will begin implementing Year 3 action plan developed from Task 6.2
- 7.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 7.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 3 Reporting Period 7 Deliverables (July – October 2027 / Due November 15, 2027)

- Any deliverables related to progress on activities in Year 3 action plan, including but not limited to a list of leadership trainings provided detailing the date, topic, format/location, and names, initials or aliases of participants; copies of training materials and presentations; an updated project work plan including the status of the capacity-building curriculum; and a summary of planning and installation efforts for GRANTEE's Community Resilience Hub
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 7th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 3 action plan

Year 3 Reporting Period 8 Tasks (November 2027 – February 2028)

- 8.1 GRANTEE will continue implementing Year 3 action plan developed from Task 6.2

- 8.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 8.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 3 Reporting Period 8 Deliverables (November 2027 – February 2028 / Due March 15, 2028)

- Any deliverables related to progress on activities in Year 3 action plan, including but not limited to a list of leadership trainings provided detailing the date, topic, format/location, and names, initials or aliases of participants; copies of training materials and presentations; an updated project work plan including the status of the capacity-building curriculum; and a summary of planning and installation efforts for GRANTEE's Community Resilience Hub
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 8th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 3 action plan

Year 3 Reporting Period 9 Tasks (March – June 2028)

- 9.1 GRANTEE will complete Year 3 action plan developed for Task 6.2
- 9.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 9.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews
- 9.4 GRANTEE will prepare one written draft communication highlighting program impact using template provided by DISTRICT, for potential use by DISTRICT on its social media platforms

Year 3 Reporting Period 9 Deliverables (March – June 2028 / Due July 31, 2028)

- Any deliverables related to progress on activities in Year 3 action plan, including but not limited to a list of leadership trainings provided detailing the date, topic, format/location, and names, initials or aliases of participants; copies of training materials and presentations; an updated project work plan including the status of the capacity-building curriculum; and a summary of planning and installation efforts for GRANTEE's Community Resilience Hub
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- Draft communication highlighting program impact using template provided by DISTRICT
- Final Grant Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 3 action plan

Part 2: Reporting to DISTRICT

GRANTEE will develop and submit eight (8) progress reports and one (1) final grant report to the DISTRICT during Years 1 through 3 of the grant as set forth in the deliverables above, following the format provided by the DISTRICT. The reports must document progress toward and final completion of the tasks and deliverables set forth in this Work Plan.

Progress and Final Reporting Due Dates

1. Progress Report for Period 1: Due November 17, 2025
2. Progress Report for Period 2: Due March 16, 2026
3. Progress Report for Period 3: Due July 15, 2026
4. Progress Report for Period 4: Due November 16, 2026
5. Progress Report for Period 5: Due March 15, 2027
6. Progress Report for Period 6: Due July 15, 2027
7. Progress Report for Period 7: Due November 15, 2027
8. Progress Report for Period 8: Due March 15, 2028
9. Final Grant Report and deliverables: Due no later than July 31, 2028.

DRAFT

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

GRANT AGREEMENT

GRANT NO. 2025.080

1. **PARTIES** - The parties to this Agreement ("Agreement") are the Bay Area Air Quality Management District ("DISTRICT") whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and **PODER**, whose address is 255 Shotwell Street, San Francisco, CA 94110, and its fiscal sponsor **Tides Center**, whose address is P.O. Box 889385, Los Angeles, CA 90088 (Collectively "GRANTEE").
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 Agreement under California Health and Safety Code Section 40701.
 - B. DISTRICT's refocused James Cary Smith Community Grant Program, launched in 2022, offers grants to community-based organizations, neighborhood associations and other local nonprofit organizations.
 - C. Under the James Cary Smith Community Grant Program, DISTRICT seeks to provide grant funding for projects that will:
 - i. Help build community capacity to participate in one or more of the following: reducing air pollution, reducing human exposure to air pollution, and/or increasing community members' ability to meaningfully engage with DISTRICT and its work;
 - ii. Design and implement strategies that foster authentic and meaningful engagement, and empower and build organizational and community capacity to actively participate in planning activities that improve a community's environmental health;
 - iii. Uplift local efforts that improve air quality and public health; and
 - iv. Serve environmental justice communities, including communities that are under-resourced, income challenged, unhoused, English language learners, and/or overburdened by a disproportionate share of air pollution.
 - D. DISTRICT desires to award GRANTEE a grant for the activities described in Attachment A, Work Plan.
 - E. All parties to this Agreement have had the opportunity to have the Agreement reviewed by their attorney.
3. **TERM** - The term of this Agreement is from July 1, 2025 until July 31, 2028, unless further extended by amendment of this Agreement in writing, or terminated earlier.
4. **TERMINATION**
 - A. DISTRICT shall have the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days written notice to GRANTEE. 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, GRANTEE shall cease all activities under this Agreement, except such activities as are specified in the notice of termination. Within forty-five (45) days of receipt of written notice, GRANTEE is required to:
 - i) Submit a final written report describing all work performed by GRANTEE;

- ii) Submit an accounting of all grant funds expended up to and including the date of termination; and,
 - iii) Reimburse DISTRICT for any unspent funds.
 - B. DISTRICT may terminate this Agreement and be relieved of any payments should GRANTEE fail to perform the requirements of this Agreement at the time and in the manner herein provided.
5. NO AGENCY RELATIONSHIP CREATED / INDEPENDENT CAPACITY - GRANTEE and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of DISTRICT, and nothing herein shall be construed to be inconsistent with that relationship or status. DISTRICT shall not have the right to direct or control the activities of GRANTEE in performing the services provided herein.
6. CONTRACTORS / SUBCONTRACTORS / SUBGRANTEES
- A. GRANTEE will be entitled to make use of its own staff and such contractors, subcontractors, and subgrantees as are mutually acceptable to GRANTEE and DISTRICT. Any change in contractors, subcontractors, or subgrantees must be mutually acceptable to the parties. Immediately upon termination of any such contract, subcontract, or subgrant, GRANTEE shall notify DISTRICT.
 - B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between DISTRICT and any contractors, subcontractors, or subgrantees of GRANTEE, and no agreement with contractors, subcontractors, or subgrantees shall relieve GRANTEE of its responsibilities and obligations hereunder. GRANTEE agrees to be as fully responsible to DISTRICT for the acts and omissions of its contractors, subcontractors, and subgrantees and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by GRANTEE. GRANTEE's obligation to pay its contractors, subcontractors, and subgrantees is an independent obligation from DISTRICT's obligation to make payments to GRANTEE. As a result, DISTRICT shall have no obligation to pay or to enforce the payment of any moneys to any contractor, subcontractor, or subgrantee.
7. INSURANCE
- A. GRANTEE 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 GRANTEE is a sole proprietor, GRANTEE 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 GRANTEE's personal automobile liability insurance. A GRANTEE using only rental vehicles in performing work under this Agreement 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 Agreement, GRANTEE shall furnish properly-

executed certificates of insurance for all required insurance. Upon request by DISTRICT, GRANTEE shall provide a complete copy of any required insurance policy. GRANTEE 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 GRANTEE fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and deduct the cost thereof from any payments owed to GRANTEE or to terminate this Grant for breach.

8. INDEMNIFICATION - GRANTEE 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 Agreement 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 GRANTEE, its officers, agents, or employees.

9. PAYMENT

- A. DISTRICT agrees to award GRANTEE a grant of \$300,000 for the activities described in Attachment A, Work Plan. This grant shall be payable in ten (10) installments, as follows:
- i) \$20,000 within thirty (30) days after the execution of this Agreement;
 - ii) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 1, Period 1 grant report documenting GRANTEE's progress and startup costs including receipts detailing the initial \$20,000 grant fund payment used for equipment purchases, supplies, stipends, and other out-of-pocket costs;
 - iii) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 1, Period 2 grant report;
 - iv) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 1, Period 3 grant report;
 - v) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 2, Period 4 grant report;
 - vi) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 2, Period 5 grant report;
 - vii) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 2, Period 6 grant report;
 - viii) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 3, Period 7 grant report;
 - ix) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 3, Period 8 grant report;
 - x) \$15,000 within thirty (30) days upon final completion of all work specified in the Work Plan, including all Tasks and Deliverables, and after DISTRICT receipt and approval of GRANTEE's Final Grant Report.
- B. GRANTEE shall carry out the work described in the Work Plan, and shall obtain DISTRICT's written approval of any changes or modifications to the Work Plan prior to performing or incurring costs for the changed work. If GRANTEE fails to obtain such prior written approval, DISTRICT, at its sole discretion, may refuse to provide funds to pay for such work or costs.
- C. Payment will be made only to GRANTEE.
- D. GRANTEE must submit invoices for payment along with the reports and final grant report, respectively.

E. Ineligible costs for funding include, but are not limited to, advocacy activities relating to any federal, state, regional, or local election or ballot measure, and lobbying or advocacy activities relating to any federal, state, regional, or local legislative, quasi-legislative, adjudicatory, or quasi-judicial proceeding involving development or adoption of statutes, guidelines, rules, regulations, plans or any other governmental proposal, or involving decisions concerning siting, permitting, licensing, or any other governmental action.

10. AUTHORIZED REPRESENTATIVE - GRANTEE shall continuously maintain a representative vested with signature authority authorized to work with DISTRICT on all grant-related issues. GRANTEE shall, at all times, keep DISTRICT informed as to the identity of the authorized representative.

11. NOTICES - All notices that are required under this Agreement 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: Environmental Justice Division, communitygrants@baaqmd.gov

GRANTEE: Tides Center
P.O. Box 889385
Los Angeles, CA 90088
Attn: Adama M. Evans-Segree, asegree@tides.org

PODER
255 Shotwell Street
San Francisco, CA 94110
Attn: Antonio Diaz, adiaz@podersf.org

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

13. ACKNOWLEDGEMENTS - GRANTEE shall acknowledge DISTRICT support each time the activities funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material. The acknowledgement of DISTRICT support must state "Funded by a Grant from the Bay Area Air Quality Management District." Initials or abbreviations for DISTRICT shall not be used.

14. ADVERTISING / PUBLIC EDUCATION - DISTRICT shall have the right to review and approve all draft public education or advertising materials prior to GRANTEE's use of such materials.

15. FINANCIAL MANAGEMENT SYSTEM

- A. GRANTEE shall be responsible for maintaining an adequate financial management system and will immediately notify DISTRICT when GRANTEE cannot comply with the requirements in this section.
- B. GRANTEE's financial management system shall provide for:
 - i) Financial reporting: accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the grant.
 - ii) Accounting records: records that adequately identify the source and application of funds for DISTRICT-supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income.
 - iii) Internal control: effective internal and accounting controls over all funds, property and other assets. GRANTEE shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
 - iv) Budget control: comparison of actual expenditures or outlays with budgeted amounts for each grant.
 - v) Allowable cost: procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal and state requirements.
 - vi) Source documentation: accounting records that are supported by source documentation.
 - vii) Cash management: procedures to minimize the time elapsing between the advance of funds from DISTRICT and the disbursement by GRANTEE, whenever funds are advanced by DISTRICT.
- C. DISTRICT may review the adequacy of the financial management system of GRANTEE at any time subsequent to the award of the grant. If DISTRICT determines that GRANTEE's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by DISTRICT upon written notice to GRANTEE, until such time as the system meets with DISTRICT approval.

16. AUDIT / RECORDS ACCESS - GRANTEE agrees that DISTRICT shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. GRANTEE agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. GRANTEE agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, GRANTEE agrees to include a similar right of DISTRICT to audit records and interview staff in any contract, subcontract, or subgrant related to performance of this Agreement.

17. FORFEIT OF GRANT FUNDS / REPAYMENT OF FUNDS IMPROPERLY EXPENDED - If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, DISTRICT, at its sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring GRANTEE to forfeit the unexpended portion of the grant funds and/or to repay to DISTRICT any funds improperly expended.

18. COMPLIANCE - GRANTEE shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. GRANTEE shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. GRANTEE shall maintain compliance with such requirements throughout the grant period. GRANTEE shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. Any deviation from the requirements of this section shall result in non-payment of grant funds.
19. CONFIDENTIALITY – In order to carry out the purposes of this Agreement, GRANTEE 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 GRANTEE obtains from DISTRICT, and GRANTEE 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 GRANTEE requiring access in fulfillment of the services provided under this Agreement.
 - B. Ensure that GRANTEE’s officers, employees, agents, representatives, subgrantees, 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 Agreement.
 - 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 GRANTEE’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 GRANTEE.
 - 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 Agreement and following expiration or termination of the Agreement.
 - F. Prevent access to such materials by a person or entity not authorized under this Agreement.
 - G. Establish specific procedures in order to fulfill the obligations of this section.
20. INTELLECTUAL PROPERTY RIGHTS - Title and full ownership rights to all intellectual property developed under this Agreement shall at all times remain with DISTRICT, unless otherwise agreed to in writing.
21. PUBLICATION
- A. DISTRICT shall approve in writing any report or other document prepared by GRANTEE in connection with performance under this Agreement 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 GRANTEE 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 GRANTEE for DISTRICT, pursuant to this Agreement, shall be part of DISTRICT's public record, unless otherwise indicated. GRANTEE 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 Agreement.

"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. GRANTEE shall inform its officers, employees, subgrantees, and subcontractors involved in the performance of this Agreement of the restrictions contained herein and shall require compliance with the above.
- 22. PROPERTY AND SECURITY - Without limiting GRANTEE's obligations with regard to security, GRANTEE shall comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT's premises.
 - 23. ASSIGNMENT - No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Agreement to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.
 - 24. 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 Agreement 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 Agreement, 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.
 - 25. FORCE MAJEURE - Neither DISTRICT nor GRANTEE shall be liable for or deemed to be in default for any delay or failure in performance under this Agreement 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 GRANTEE, 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 Agreement.

26. SEVERABILITY - If a court of competent jurisdiction holds any provision of this Agreement 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.
27. HEADINGS - Headings on the sections and paragraphs of this Agreement 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 Agreement.
28. 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.
29. GOVERNING LAW - Any dispute that arises under or relates to this Agreement shall be governed by California law, excluding any laws that direct the application to another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Agreement, including mediation, shall be San Francisco, California.
30. ENTIRE AGREEMENT AND MODIFICATION - This Agreement represents the final, complete, and exclusive statement of the agreement between the parties and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Agreement may only be amended by mutual agreement of the parties in writing and signed by both parties.
31. SURVIVAL OF TERMS - The provisions of sections 8 (Indemnification), 16 (Audit / Records Access), 17 (Forfeit of Grant Funds / Repayment of Funds Improperly Expended), 19 (Confidentiality), 20 (Intellectual Property Rights), and 21 (Publication) shall survive the expiration or termination of this Agreement.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

TIDES CENTER

By: _____
Dr. Philip M. Fine
Executive Officer/APCO

By: _____
Adama M. Evans-Segree
Advisor, Fiscally Sponsored Projects

Date: _____

Date: _____

Approved as to form:

PODER

By: _____
Alexander G. Crockett
General Counsel

By: _____
Antonio Diaz
Organizational Director

Date: _____

ATTACHMENT A

WORK PLAN

Overview of Project

GRANTEE's mission is to organize with Latinx immigrant families and youth in San Francisco to put into practice, people-powered solutions that are locally based, community led and environmentally just. GRANTEE's vision is a society where everyday people can shape their neighborhoods and economies. GRANTEE's Bicis del Pueblo, or Bikes for the People program, offers supportive, experiential and communal opportunities for accessing bicycles and incorporating them into daily life. The program activities are designed to build competence, confidence and expertise in both riding ability and civic engagement through environmental justice action. The program engages low-income immigrants and residents of color. GRANTEE's James Cary Smith Community Grant (Grant) project will be based in San Francisco's Mission and the Excelsior/Outer Mission neighborhoods, both identified by the San Francisco Planning Department as among the top one-third of Environmental Justice burdened areas in the city.

GRANTEE served as a key community partner to the San Francisco Metropolitan Transportation Agency (SFMTA) for the *San Francisco Biking and Rolling Plan: Active Communities* ("Plan") planning process to develop a new plan for active mobility in San Francisco for two years; GRANTEE developed Community Action Plans for the Mission and Excelsior neighborhoods. In March 2025 the final Plan was adopted by SFMTA's Board of Directors. GRANTEE will continue to engage with the SFMTA, community-based organizations, elected officials and other stakeholders to monitor and support the implementation of the Plan with a focus on making low-carbon transportation a viable option for all residents and support a citywide shift to biking and other active modes of transportation.

During the term of the Grant project, GRANTEE will:

- 1) Support low-income youth and families to incorporate bicycle use as an accessible and sustainable transportation mode by providing quality used bicycles, and improve community members' cycling skills by providing safety education, maintenance and repair workshops. Grant goals include:
 - Providing quality used bicycles to 100 residents and public school students per year.
 - Collaborating with at least three community-based partners and two local public schools to host workshops and group rides per year.
 - Conducting bike safety workshops, and basic bike repair training for 200 participants per year.
 - Providing 100 participants with locks, helmets and lights per year.
 - Recruiting and training six youth leaders to co-lead workshops and bike rides per year.
- 2) Provide community education on the health and environmental benefits of cycling and the impacts of climate change. Grant goals include:
 - Providing culturally appropriate information at a minimum of three family and youth friendly group bike rides per year.
 - Distributing culturally and linguistically appropriate information on environmental and climate justice issues at all of GRANTEE's workshops and activities.
- 3) Achieve implementation of two policy, program and/or infrastructure recommendations from SFMTA Biking and Rolling Plan. Grant goals include:
 - Conducting community education on the SFMTA Biking and Rolling Plan.

- Supporting immigrant youth and other Bici del Pueblo participants to monitor the equitable implementation of the plan.

Part 1: Project Schedule

Year 1 Reporting Period 1 Tasks (July - October 2025)

- 1.1 GRANTEE will participate in the James Cary Smith Community Grant Program Grantee Kickoff Meeting via Zoom, tentatively scheduled for July 2025
- 1.2 GRANTEE will develop a detailed Year 1 action plan for the funded project detailing month-by-month activities and staffing, using template provided by DISTRICT (July/August)
- 1.3 GRANTEE will meet with DISTRICT Grant Manager for a 60-minute 1:1 project check-in via Zoom (August/September)
- 1.4 GRANTEE will begin implementing Year 1 action plan developed from Task 1.2 (September/October)
- 1.5 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 1.6 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 1 Reporting Period 1 Deliverables (July - October 2025 / Due November 17, 2025)

- Detailed Year 1 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 1 action plan, including but not limited to a list of workshops, trainings, and group bike rides provided detailing the event name, date, location, and count of participants; a count of youth leaders recruited and trained; a list of public schools engaged; copies of training and event flyers, outreach materials, and presentations; and a summary of GRANTEE's education and implementation efforts around the SFMTA Biking and Rolling Plan
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 1st Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 1 action plan

Year 1 Reporting Period 2 Tasks (November 2025 – February 2026)

- 2.1 GRANTEE will continue implementing Year 1 action plan developed from Task 1.2
- 2.2 GRANTEE will begin drafting a detailed Year 2 action plan for the funded project detailing month-by-month activities and staffing, using template provided by DISTRICT
- 2.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 2.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 1 Reporting Period 2 Deliverables (November 2025 – February 2026 / Due March 16, 2026)

- Draft detailed Year 2 month-by-month action plan using template provided by DISTRICT

- Any deliverables related to progress on activities in Year 1 action plan, including but not limited to a list of workshops, trainings, and group bike rides provided detailing the event name, date, location, and count of participants; a count of youth leaders recruited and trained; a list of public schools engaged; copies of training and event flyers, outreach materials, and presentations; and a summary of GRANTEE's education and implementation efforts around the SFMTA Biking and Rolling Plan
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 2nd Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 1 action plan

Year 1 Reporting Period 3 Tasks (March – June 2026)

- 3.1 GRANTEE will continue implementing Year 1 action plan developed for Task 1.2
- 3.2 GRANTEE will finalize Year 2 action plan in coordination with DISTRICT Grant Manager
- 3.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 3.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews
- 3.5 GRANTEE will prepare one written draft communication highlighting program impact using template provided by DISTRICT, for potential use by DISTRICT on its social media platforms

Year 1 Reporting Period 3 Deliverables (March – June 2026 / Due July 15, 2026)

- Detailed Year 2 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 1 action plan, including but not limited to a list of workshops, trainings, and group bike rides provided detailing the event name, date, location, and count of participants; a count of youth leaders recruited and trained; a list of public schools engaged; copies of training and event flyers, outreach materials, and presentations; and a summary of GRANTEE's education and implementation efforts around the SFMTA Biking and Rolling Plan
- Draft communication highlighting program impact using template provided by DISTRICT
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 3rd Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 1 action plan

Year 2

Year 2 Reporting Period 4 Tasks (July – October 2026)

- 4.1 GRANTEE will begin implementing Year 2 action plan developed for Task 3.2
- 4.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)

- 4.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 2 Reporting Period 4 Deliverables (July – October 2026 / Due November 16, 2026)

- Any deliverables related to progress on activities in Year 2 action plan, including but not limited to a list of workshops, trainings, and group bike rides provided detailing the event name, date, location, and count of participants; a count of youth leaders recruited and trained; a list of public schools engaged; copies of training and event flyers, outreach materials, and presentations; and a summary of GRANTEE's education and implementation efforts around the SFMTA Biking and Rolling Plan
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 4th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 2 action plan

Year 2 Reporting Period 5 Tasks (November 2026 – February 2027)

- 5.1 GRANTEE will continue implementing Year 2 action plan developed for Task 3.2
- 5.2 GRANTEE will begin drafting Year 3 action plan for the funded project detailing month-by-month activities and staffing, using template provided by DISTRICT
- 5.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 5.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 2 Reporting Period 5 Deliverables (November 2026 – February 2027 / Due March 15, 2027)

- Draft Year 3 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 2 action plan, including but not limited to a list of workshops, trainings, and group bike rides provided detailing the event name, date, location, and count of participants; a count of youth leaders recruited and trained; a list of public schools engaged; copies of training and event flyers, outreach materials, and presentations; and a summary of GRANTEE's education and implementation efforts around the SFMTA Biking and Rolling Plan
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 5th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 2 action plan

Year 2 Reporting Period 6 Tasks (March – June 2027)

- 6.1 GRANTEE will continue implementing Year 2 action plan developed for Task 3.2
- 6.2 GRANTEE will finalize Year 3 work plan in coordination with Air District grant manager
- 6.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings

scheduled during this reporting period (or an equivalent event/convening)

- 6.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews
- 6.5 GRANTEE will prepare one written draft communication highlighting program impact using template provided by DISTRICT, for potential use by DISTRICT on its social media platforms

Year 2 Reporting Period 6 Deliverables (March – June 2027 / Due July 15, 2027)

- Detailed Year 3 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 2 action plan, including but not limited to a list of workshops, trainings, and group bike rides provided detailing the event name, date, location, and count of participants; a count of youth leaders recruited and trained; a list of public schools engaged; copies of training and event flyers, outreach materials, and presentations; and a summary of GRANTEE's education and implementation efforts around the SFMTA Biking and Rolling Plan
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- Draft communication highlighting program impact using template provided by DISTRICT
- 6th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 2 action plan

Year 3

Year 3 Reporting Period 7 Tasks (July – October 2027)

- 7.1 GRANTEE will begin implementing Year 3 action plan developed from Task 6.2
- 7.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 7.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 3 Reporting Period 7 Deliverables (July – October 2027 / Due November 15, 2027)

- Any deliverables related to progress on activities in Year 3 action plan, including but not limited to a list of workshops, trainings, and group bike rides provided detailing the event name, date, location, and count of participants; a count of youth leaders recruited and trained; a list of public schools engaged; copies of training and event flyers, outreach materials, and presentations; and a summary of GRANTEE's education and implementation efforts around the SFMTA Biking and Rolling Plan
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 7th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 3 action plan

Year 3 Reporting Period 8 Tasks (November 2027 – February 2028)

- 8.1 GRANTEE will continue implementing Year 3 action plan developed from Task 6.2
- 8.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 8.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 3 Reporting Period 8 Deliverables (November 2027 – February 2028 / Due March 15, 2028)

- Any deliverables related to progress on activities in Year 3 action plan, including but not limited to a list of workshops, trainings, and group bike rides provided detailing the event name, date, location, and count of participants; a count of youth leaders recruited and trained; a list of public schools engaged; copies of training and event flyers, outreach materials, and presentations; and a summary of GRANTEE's education and implementation efforts around the SFMTA Biking and Rolling Plan
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 8th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 3 action plan

Year 3 Reporting Period 9 Tasks (March – June 2028)

- 9.1 GRANTEE will complete Year 3 action plan developed for Task 6.2
- 9.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 9.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews
- 9.4 GRANTEE will prepare one written draft communication highlighting program impact using template provided by DISTRICT, for potential use by DISTRICT on its social media platforms

Year 3 Reporting Period 9 Deliverables (March – June 2028 / Due July 31, 2028)

- Any deliverables related to progress on activities in Year 3 action plan, including but not limited to a list of workshops, trainings, and group bike rides provided detailing the event name, date, location, and count of participants; a count of youth leaders recruited and trained; a list of public schools engaged; copies of training and event flyers, outreach materials, and presentations; and a summary of GRANTEE's education and implementation efforts around the SFMTA Biking and Rolling Plan
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- Draft communication highlighting program impact using template provided by DISTRICT
- Final Grant Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 3 action plan

Part 2: Reporting to DISTRICT

GRANTEE will develop and submit eight (8) progress reports and one (1) final grant report to the DISTRICT during Years 1 through 3 of the grant as set forth in the deliverables above, following the format provided by the DISTRICT. The reports must document progress toward and final completion of the tasks and deliverables set forth in this Work Plan.

Progress and Final Reporting Due Dates

1. Progress Report for Period 1: Due November 17, 2025
2. Progress Report for Period 2: Due March 16, 2026
3. Progress Report for Period 3: Due July 15, 2026
4. Progress Report for Period 4: Due November 16, 2026
5. Progress Report for Period 5: Due March 15, 2027
6. Progress Report for Period 6: Due July 15, 2027
7. Progress Report for Period 7: Due November 15, 2027
8. Progress Report for Period 8: Due March 15, 2028
9. Final Grant Report and deliverables: Due no later than July 31, 2028.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

GRANT AGREEMENT

GRANT NO. 2025.092

1. **PARTIES** - The parties to this Agreement ("Agreement") are the Bay Area Air Quality Management District ("DISTRICT") whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and **Physicians for Social Responsibility San Francisco Bay Area Chapter Inc.** ("GRANTEE") whose address is 548 Market Street, PMB 90725, San Francisco, CA 94104.
2. **RECITALS**
 - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Agreement under California Health and Safety Code Section 40701.
 - B. DISTRICT's refocused James Cary Smith Community Grant Program, launched in 2022, offers grants to community-based organizations, neighborhood associations and other local nonprofit organizations.
 - C. Under the James Cary Smith Community Grant Program, DISTRICT seeks to provide grant funding for projects that will:
 - i. Help build community capacity to participate in one or more of the following: reducing air pollution, reducing human exposure to air pollution, and/or increasing community members' ability to meaningfully engage with DISTRICT and its work;
 - ii. Design and implement strategies that foster authentic and meaningful engagement, and empower and build organizational and community capacity to actively participate in planning activities that improve a community's environmental health;
 - iii. Uplift local efforts that improve air quality and public health; and
 - iv. Serve environmental justice communities, including communities that are under-resourced, income challenged, unhoused, English language learners, and/or overburdened by a disproportionate share of air pollution.
 - D. DISTRICT desires to award GRANTEE a grant for the activities described in Attachment A, Work Plan.
 - E. All parties to this Agreement have had the opportunity to have the Agreement reviewed by their attorney.
3. **TERM** - The term of this Agreement is from July 1, 2025 until July 31, 2028, unless further extended by amendment of this Agreement in writing, or terminated earlier.
4. **TERMINATION**
 - A. DISTRICT shall have the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days written notice to GRANTEE. 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, GRANTEE shall cease all activities under this Agreement, except such activities as are specified in the notice of termination. Within forty-five (45) days of receipt of written notice, GRANTEE is required to:
 - i) Submit a final written report describing all work performed by GRANTEE;

- ii) Submit an accounting of all grant funds expended up to and including the date of termination; and,
 - iii) Reimburse DISTRICT for any unspent funds.
 - B. DISTRICT may terminate this Agreement and be relieved of any payments should GRANTEE fail to perform the requirements of this Agreement at the time and in the manner herein provided.
5. NO AGENCY RELATIONSHIP CREATED / INDEPENDENT CAPACITY - GRANTEE and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of DISTRICT, and nothing herein shall be construed to be inconsistent with that relationship or status. DISTRICT shall not have the right to direct or control the activities of GRANTEE in performing the services provided herein.
6. CONTRACTORS / SUBCONTRACTORS / SUBGRANTEES
- A. GRANTEE will be entitled to make use of its own staff and such contractors, subcontractors, and subgrantees as are mutually acceptable to GRANTEE and DISTRICT. Any change in contractors, subcontractors, or subgrantees must be mutually acceptable to the parties. Immediately upon termination of any such contract, subcontract, or subgrant, GRANTEE shall notify DISTRICT.
 - B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between DISTRICT and any contractors, subcontractors, or subgrantees of GRANTEE, and no agreement with contractors, subcontractors, or subgrantees shall relieve GRANTEE of its responsibilities and obligations hereunder. GRANTEE agrees to be as fully responsible to DISTRICT for the acts and omissions of its contractors, subcontractors, and subgrantees and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by GRANTEE. GRANTEE's obligation to pay its contractors, subcontractors, and subgrantees is an independent obligation from DISTRICT's obligation to make payments to GRANTEE. As a result, DISTRICT shall have no obligation to pay or to enforce the payment of any moneys to any contractor, subcontractor, or subgrantee.
7. INSURANCE
- A. GRANTEE 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 GRANTEE is a sole proprietor, GRANTEE 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 GRANTEE's personal automobile liability insurance. A GRANTEE using only rental vehicles in performing work under this Agreement 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 Agreement, GRANTEE shall furnish properly-

executed certificates of insurance for all required insurance. Upon request by DISTRICT, GRANTEE shall provide a complete copy of any required insurance policy. GRANTEE 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 GRANTEE fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and deduct the cost thereof from any payments owed to GRANTEE or to terminate this Grant for breach.

- 8. INDEMNIFICATION - GRANTEE 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 Agreement 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 GRANTEE, its officers, agents, or employees.

9. PAYMENT

- A. DISTRICT agrees to award GRANTEE a grant of \$300,000 for the activities described in Attachment A, Work Plan. This grant shall be payable in ten (10) installments, as follows:
 - i) \$20,000 within thirty (30) days after the execution of this Agreement;
 - ii) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 1, Period 1 grant report documenting GRANTEE's progress and startup costs including receipts detailing the initial \$20,000 grant fund payment used for equipment purchases, supplies, stipends, and other out-of-pocket costs;
 - iii) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 1, Period 2 grant report;
 - iv) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 1, Period 3 grant report;
 - v) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 2, Period 4 grant report;
 - vi) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 2, Period 5 grant report;
 - vii) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 2, Period 6 grant report;
 - viii) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 3, Period 7 grant report;
 - ix) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 3, Period 8 grant report;
 - x) \$15,000 within thirty (30) days upon final completion of all work specified in the Work Plan, including all Tasks and Deliverables, and after DISTRICT receipt and approval of GRANTEE's Final Grant Report.
- B. GRANTEE shall carry out the work described in the Work Plan, and shall obtain DISTRICT's written approval of any changes or modifications to the Work Plan prior to performing or incurring costs for the changed work. If GRANTEE fails to obtain such prior written approval, DISTRICT, at its sole discretion, may refuse to provide funds to pay for such work or costs.
- C. Payment will be made only to GRANTEE.
- D. GRANTEE must submit invoices for payment along with the reports and final grant report, respectively.

- E. Ineligible costs for funding include, but are not limited to, advocacy activities relating to any federal, state, regional, or local election or ballot measure, and lobbying or advocacy activities relating to any federal, state, regional, or local legislative, quasi-legislative, adjudicatory, or quasi-judicial proceeding involving development or adoption of statutes, guidelines, rules, regulations, plans or any other governmental proposal, or involving decisions concerning siting, permitting, licensing, or any other governmental action.
10. AUTHORIZED REPRESENTATIVE - GRANTEE shall continuously maintain a representative vested with signature authority authorized to work with DISTRICT on all grant-related issues. GRANTEE shall, at all times, keep DISTRICT informed as to the identity of the authorized representative.
11. NOTICES - All notices that are required under this Agreement 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: Environmental Justice Division, communitygrants@baaqmd.gov
- GRANTEE: Physicians for Social Responsibility San Francisco Bay Area Chapter Inc.
548 Market Street, PMB 90725
San Francisco, CA 94104-5401
Attn: Marj Plumb, director@sfbaypsr.org
12. ADDITIONAL PROVISIONS - All attachment(s) to this Agreement are expressly incorporated herein by this reference and made a part hereof as though fully set forth.
13. ACKNOWLEDGEMENTS - GRANTEE shall acknowledge DISTRICT support each time the activities funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material. The acknowledgement of DISTRICT support must state "Funded by a Grant from the Bay Area Air Quality Management District." Initials or abbreviations for DISTRICT shall not be used.
14. ADVERTISING / PUBLIC EDUCATION - DISTRICT shall have the right to review and approve all draft public education or advertising materials prior to GRANTEE's use of such materials.
15. FINANCIAL MANAGEMENT SYSTEM
- A. GRANTEE shall be responsible for maintaining an adequate financial management system and will immediately notify DISTRICT when GRANTEE cannot comply with the requirements in this section.

- B. GRANTEE's financial management system shall provide for:
- i) Financial reporting: accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the grant.
 - ii) Accounting records: records that adequately identify the source and application of funds for DISTRICT-supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income.
 - iii) Internal control: effective internal and accounting controls over all funds, property and other assets. GRANTEE shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
 - iv) Budget control: comparison of actual expenditures or outlays with budgeted amounts for each grant.
 - v) Allowable cost: procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal and state requirements.
 - vi) Source documentation: accounting records that are supported by source documentation.
 - vii) Cash management: procedures to minimize the time elapsing between the advance of funds from DISTRICT and the disbursement by GRANTEE, whenever funds are advanced by DISTRICT.
- C. DISTRICT may review the adequacy of the financial management system of GRANTEE at any time subsequent to the award of the grant. If DISTRICT determines that GRANTEE's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by DISTRICT upon written notice to GRANTEE, until such time as the system meets with DISTRICT approval.
16. AUDIT / RECORDS ACCESS - GRANTEE agrees that DISTRICT shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. GRANTEE agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. GRANTEE agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, GRANTEE agrees to include a similar right of DISTRICT to audit records and interview staff in any contract, subcontract, or subgrant related to performance of this Agreement.
17. FORFEIT OF GRANT FUNDS / REPAYMENT OF FUNDS IMPROPERLY EXPENDED - If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, DISTRICT, at its sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring GRANTEE to forfeit the unexpended portion of the grant funds and/or to repay to DISTRICT any funds improperly expended.
18. COMPLIANCE - GRANTEE shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. GRANTEE shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. GRANTEE shall maintain compliance with such requirements throughout the grant period. GRANTEE shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to

carry out the terms of this Agreement. Any deviation from the requirements of this section shall result in non-payment of grant funds.

19. CONFIDENTIALITY – In order to carry out the purposes of this Agreement, GRANTEE 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 GRANTEE obtains from DISTRICT, and GRANTEE 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 GRANTEE requiring access in fulfillment of the services provided under this Agreement.
 - B. Ensure that GRANTEE's officers, employees, agents, representatives, subgrantees, 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 Agreement.
 - 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 GRANTEE'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 GRANTEE.
 - 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 Agreement and following expiration or termination of the Agreement.
 - F. Prevent access to such materials by a person or entity not authorized under this Agreement.
 - G. Establish specific procedures in order to fulfill the obligations of this section.
20. INTELLECTUAL PROPERTY RIGHTS - Title and full ownership rights to all intellectual property developed under this Agreement shall at all times remain with DISTRICT, unless otherwise agreed to in writing.
21. PUBLICATION
- A. DISTRICT shall approve in writing any report or other document prepared by GRANTEE in connection with performance under this Agreement 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 GRANTEE 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 GRANTEE for DISTRICT, pursuant to this Agreement, shall be part of DISTRICT's public record, unless otherwise indicated. GRANTEE 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 Agreement.

"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. GRANTEE shall inform its officers, employees, subgrantees, and subcontractors involved in the performance of this Agreement of the restrictions contained herein and shall require compliance with the above.
22. PROPERTY AND SECURITY - Without limiting GRANTEE's obligations with regard to security, GRANTEE shall comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT's premises.
23. ASSIGNMENT - No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Agreement to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.
24. 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 Agreement 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 Agreement, 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.
25. FORCE MAJEURE - Neither DISTRICT nor GRANTEE shall be liable for or deemed to be in default for any delay or failure in performance under this Agreement 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 GRANTEE, 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 Agreement.

26. SEVERABILITY - If a court of competent jurisdiction holds any provision of this Agreement 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.
27. HEADINGS - Headings on the sections and paragraphs of this Agreement 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 Agreement.
28. 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.
29. GOVERNING LAW - Any dispute that arises under or relates to this Agreement shall be governed by California law, excluding any laws that direct the application to another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Agreement, including mediation, shall be San Francisco, California.
30. ENTIRE AGREEMENT AND MODIFICATION - This Agreement represents the final, complete, and exclusive statement of the agreement between the parties and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Agreement may only be amended by mutual agreement of the parties in writing and signed by both parties.
31. SURVIVAL OF TERMS - The provisions of sections 8 (Indemnification), 16 (Audit / Records Access), 17 (Forfeit of Grant Funds / Repayment of Funds Improperly Expended), 19 (Confidentiality), 20 (Intellectual Property Rights), and 21 (Publication) shall survive the expiration or termination of this Agreement.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

Physicians for Social Responsibility
San Francisco Bay Area Chapter Inc.

By: _____
Dr. Philip M. Fine
Executive Officer/APCO

By: _____
Marj Plumb
Executive Director

Date: _____

Date: _____

Approved as to form:

By: _____
Alexander G. Crockett
General Counsel

ATTACHMENT A

WORK PLAN

Overview of Project

GRANTEE organizes physicians and other health professionals to defend health and demand racial, social, and environmental justice. GRANTEE combines the power of community activism with the knowledge and credibility of health professionals to promote public policies that support intertwined areas of concentration: environmental health with a special focus on the climate crisis and related environmental toxic degradation; nuclear weapons abolition and the end to the arms race; social and racial justice and the health burdens of vulnerable communities; and education of the public and next generation of health professionals.

GRANTEE is a partner of the San Francisco Environmental Department's (SFE) Climate Equity Hub (CEH, or "Hub") which aims to utilize the clean energy transition as an opportunity to address inequities by developing programs that make electrification financially beneficial for environmental justice (EJ) communities.

GRANTEE's James Cary Smith Community Grant (Grant) project, Building Capacity to Secure Equity and Justice in Residential Electrification, will accelerate equitable and just residential electrification among San Francisco's EJ communities. While incentives for a host of electrification projects are available through a variety of sources, San Francisco's EJ and low-income communities are being left out of many of these opportunities due primarily to a lack of language and culturally appropriate education and grassroots outreach.

The three-year project will empower eight experienced San Francisco community-based organizations (CBOs), all Hub partners: San Francisco Bay Physicians for Social Responsibility (SF Bay PSR); Bayview Hunters Point Community Advocates (The Advocates); South of Market Community Action Network (SOMCAN); People Organizing to Demand Environmental and Economic Rights (PODER); San Francisco Bay Area Planning and Urban Research Association (SPUR); San Francisco Housing Development Corporation (SFHDC); Emerald Cities Communities (ECC); and Community Youth Center of San Francisco (CYC). These nonprofits have deep roots in their respective communities and will work together to: (1) share resources and produce and widely disseminate language and culturally relevant educational materials highlighting the air quality and climate health benefits of electrification; (2) conduct outreach to engage EJ community member participation in electrification events and policy forums; (3) help EJ community members to secure electric water heaters for their homes in the near-term; and (4) lay the groundwork for the transition to fully electrified and healthier homes in EJ communities.

GRANTEE's vision is to identify and build a coalition of residents from EJ communities to develop as enduring leaders who are prepared to more effectively address air quality and other environmental health policies at the local and regional levels. The goal of the Building Electrification (BE) Ambassador Program is for Ambassadors to expand outreach and education to their neighbors, and become engaged in local and state policy hearings on air pollution generally, and residential electrification specifically.

GRANTEE seeks to ensure that the health and climate benefits of electrification flow to San Francisco community members most impacted by environmental injustices and associated health harms, i.e., Black, Latinx, Filipino, Chinese, and low-income communities.

Additionally, GRANTEE as well as some of the collaborating partners, including SPUR and ECC, have regional reach to additional communities within DISTRICT's jurisdiction. GRANTEE also works closely with the Bay Area Clean Air Coalition and their communications sub-group which includes a wide range of Bay Area nonprofits. As such, communities across the Bay Area may also benefit from the project, as materials and resources will be made available for their use, if they wish.

During Year 1 of the Grant project, GRANTEE will:

- Create original, in-language and culturally appropriate educational materials such as handouts, posters, postcards, training materials, slide sets and presentations, social media, videos, webpages, and other culturally appropriate communication products for San Francisco's EJ communities, including materials in English, Spanish, Filipino, and Chinese. These materials will work in concert with SFE's CEH communication materials and will include but not be limited to the health and climate benefits of residential electrification, DISTRICT's amendments to Regulation 9, Rule 4 and Regulation 9, Rule 6 adopted in March 2023 ("building appliance rules"), information for tenants, landlords, and contractors, as well as referrals to resources and incentive programs such as CEH's Heat Pump Water Heater (HPWH) direct-install program, and future opportunities for Heat Pump Heating, Ventilation, and Air Condition (HVAC) unit installs, and more as they emerge.
- Recruit and train CEH CBO staff and volunteers and health professional advocates who will be speakers at CEH and other community events, such as street fairs and park events, within San Francisco communities.
- Disseminate educational materials through workshops, tabling events, story-telling videos, community events, and extensive digital and media campaigns; via flyers, pamphlets and brochures posted at community centers; and further amplified via CBO partner networks and newsletters.
- Develop with SFE staff and CEH partners the Building Electrification (BE) Ambassador Program for community members. The goal of the Ambassador program is for Ambassadors to expand outreach and education to their neighbors, and become engaged in local and state policy hearings on air pollution generally, and residential electrification specifically. Ambassadors will receive stipends for their efforts.
- Measure success through administering before-and-after audience surveys at educational events, tracking the number of direct install sign-ups at events and via outreach materials, and calculating by the approximate number of residents reached via materials, social posts and newsletters, and events.

During Year 2 of the Grant project, GRANTEE will:

- Continue the work described above.
- Recruit and train CBO staff and volunteers and health professional advocates to conduct community-member Ambassador training sessions.
- Recruit community members to participate in the BE Ambassador Program.
- Host virtual and/or in-person BE Ambassador training sessions to train Ambassadors, with the goal of training one to two Ambassadors per targeted San Francisco EJ community. Trainings will cover the health and climate benefits of electrification, resources available for neighbors to transition to electric appliances, and policy advocacy skills.
- Support Ambassadors to work with SFE staff and Hub partners to continue culturally relevant outreach to improve knowledge of residential electrification generally, and the HWHP direct-install program specifically, among San Francisco's diverse EJ and low-income communities,

including sharing information with participants about the CEH's resources and support for tenants and landlords.

- Measure success through administering before-and-after audience surveys at educational events, tracking the number of direct install sign-ups at events and via outreach materials, and calculating by the approximate number of residents reached via materials, social posts and newsletters, and events.

During Year 3 of the Grant project, GRANTEE will:

- Continue the work described above.
- Strengthen the Hub and other networks of CBOs to collaborate on building electrification education efforts through DISTRICT, nonprofits, SF Environment, and potentially the City and County of San Francisco Departments of Public Health and Recreation and Parks, the SF General Hospital Pediatric Asthma & Allergy Clinic, CleanPowerSF, and Bay Area Regional Energy Network (BayREN). The strengthened networks will make it easier to collaborate and advocate with a more unified voice for future funding and policies, and to leverage future funding for equitable and just electrification.
- Collaborate with SFE CEH staff to gather input and lessons learned, analyze progress, and provide feedback on challenges and successes to local and state policy makers including but not limited to other municipalities and air districts.
- Provide resources for Ambassadors to connect with their neighbors and participate in local advocacy efforts, with the goal of supporting one to two Ambassadors per targeted San Francisco EJ community.
- Measure success through administering before-and-after audience surveys at educational events, tracking the number of direct install sign-ups at events and via outreach materials, and calculating by the approximate number of residents reached via materials, social posts and newsletters, and events.

Part 1: Project Schedule

Year 1 Reporting Period 1 Tasks (July - October 2025)

- 1.1 GRANTEE will participate in the James Cary Smith Community Grant Program Grantee Kickoff Meeting via Zoom, tentatively scheduled for July 2025
- 1.2 GRANTEE will develop a detailed Year 1 action plan for the funded project detailing month-by-month activities and staffing, using template provided by DISTRICT (July/August)
- 1.3 GRANTEE will meet with DISTRICT Grant Manager for a 60-minute 1:1 project check-in via Zoom (August/September)
- 1.4 GRANTEE will begin implementing Year 1 action plan developed from Task 1.2 (September/October)
- 1.5 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 1.6 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 1 Reporting Period 1 Deliverables (July - October 2025 / Due November 17, 2025)

- Detailed Year 1 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 1 action plan, including but not limited to a list of workshops and trainings provided detailing the event name, date, location, and count of participants; a table with affiliations and names, initials or aliases of CBO staff, volunteers, and health professional advocates recruited and trained; copies of educational materials and presentations; a summary of the status of the Building Electrification Ambassador Program; and payment tracking for subgrantees
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 1st Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 1 action plan

Year 1 Reporting Period 2 Tasks (November 2025 – February 2026)

- 2.1 GRANTEE will continue implementing Year 1 action plan developed from Task 1.2
- 2.2 GRANTEE will begin drafting a detailed Year 2 action plan for the funded project detailing month-by-month activities and staffing, using template provided by DISTRICT
- 2.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 2.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 1 Reporting Period 2 Deliverables (November 2025 – February 2026 / Due March 16, 2026)

- Draft detailed Year 2 month-by-month action plan using template provided by DISTRICT
- Any deliverables related to progress on activities in Year 1 action plan, including but not limited to a list of workshops and trainings provided detailing the event name, date, location, and count of participants; a table with affiliations and names, initials or aliases of CBO staff, volunteers, and health professional advocates recruited and trained; copies of educational materials and presentations; a summary of the status of the Building Electrification Ambassador Program; and payment tracking for subgrantees
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 2nd Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 1 action plan

Year 1 Reporting Period 3 Tasks (March – June 2026)

- 3.1 GRANTEE will continue implementing Year 1 action plan developed for Task 1.2
- 3.2 GRANTEE will finalize Year 2 action plan in coordination with DISTRICT Grant Manager
- 3.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 3.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

- 3.5 GRANTEE will prepare one written draft communication highlighting program impact using template provided by DISTRICT, for potential use by DISTRICT on its social media platforms

Year 1 Reporting Period 3 Deliverables (March – June 2026 / Due July 15, 2026)

- Detailed Year 2 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 1 action plan, including but not limited to a list of workshops and trainings provided detailing the event name, date, location, and count of participants; a table with affiliations and names, initials or aliases of CBO staff, volunteers, and health professional advocates recruited and trained; copies of educational materials and presentations; a summary of the status of the Building Electrification Ambassador Program; and payment tracking for subgrantees
- Draft communication highlighting program impact using template provided by DISTRICT
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 3rd Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 1 action plan

Year 2

Year 2 Reporting Period 4 Tasks (July – October 2026)

- 4.1 GRANTEE will begin implementing Year 2 action plan developed for Task 3.2
- 4.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 4.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 2 Reporting Period 4 Deliverables (July – October 2026 / Due November 16, 2026)

- Any deliverables related to progress on activities in Year 2 action plan, including but not limited to a list of workshops and trainings provided detailing the event name, date, location, and count of participants; a table with affiliations and names, initials or aliases of CBO staff, volunteers, and health professional advocates recruited and trained; copies of educational materials and presentations; a summary of the status of the Building Electrification Ambassador Program; and payment tracking for subgrantees
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 4th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 2 action plan

Year 2 Reporting Period 5 Tasks (November 2026 – February 2027)

- 5.1 GRANTEE will continue implementing Year 2 action plan developed for Task 3.2
- 5.2 GRANTEE will begin drafting Year 3 action plan for the funded project detailing month-by-month activities and staffing, using template provided by DISTRICT

- 5.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 5.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 2 Reporting Period 5 Deliverables (November 2026 – February 2027 / Due March 15, 2027)

- Draft Year 3 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 2 action plan, including but not limited to a list of workshops and trainings provided detailing the event name, date, location, and count of participants; a table with affiliations and names, initials or aliases of CBO staff, volunteers, and health professional advocates recruited and trained; copies of educational materials and presentations; a summary of the status of the Building Electrification Ambassador Program; and payment tracking for subgrantees
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 5th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 2 action plan

Year 2 Reporting Period 6 Tasks (March – June 2027)

- 6.1 GRANTEE will continue implementing Year 2 action plan developed for Task 3.2
- 6.2 GRANTEE will finalize Year 3 work plan in coordination with Air District grant manager
- 6.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 6.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews
- 6.5 GRANTEE will prepare one written draft communication highlighting program impact using template provided by DISTRICT, for potential use by DISTRICT on its social media platforms

Year 2 Reporting Period 6 Deliverables (March – June 2027 / Due July 15, 2027)

- Detailed Year 3 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 2 action plan, including but not limited to a list of workshops and trainings provided detailing the event name, date, location, and count of participants; a table with affiliations and names, initials or aliases of CBO staff, volunteers, and health professional advocates recruited and trained; copies of educational materials and presentations; a summary of the status of the Building Electrification Ambassador Program; and payment tracking for subgrantees
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- Draft communication highlighting program impact using template provided by DISTRICT

- 6th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 2 action plan

Year 3

Year 3 Reporting Period 7 Tasks (July – October 2027)

- 7.1 GRANTEE will begin implementing Year 3 action plan developed from Task 6.2
- 7.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 7.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 3 Reporting Period 7 Deliverables (July – October 2027 / Due November 15, 2027)

- Any deliverables related to progress on activities in Year 3 action plan, including but not limited to a list of workshops and trainings provided detailing the event name, date, location, and count of participants; a table with affiliations and names, initials or aliases of CBO staff, volunteers, and health professional advocates recruited and trained; copies of educational materials and presentations; a summary of the status of the Building Electrification Ambassador Program; and payment tracking for subgrantees
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 7th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 3 action plan

Year 3 Reporting Period 8 Tasks (November 2027 – February 2028)

- 8.1 GRANTEE will continue implementing Year 3 action plan developed from Task 6.2
- 8.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 8.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 3 Reporting Period 8 Deliverables (November 2027 – February 2028 / Due March 15, 2028)

- Any deliverables related to progress on activities in Year 3 action plan, including but not limited to a list of workshops and trainings provided detailing the event name, date, location, and count of participants; a table with affiliations and names, initials or aliases of CBO staff, volunteers, and health professional advocates recruited and trained; copies of educational materials and presentations; a summary of the status of the Building Electrification Ambassador Program; and payment tracking for subgrantees
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 8th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 3 action plan

Year 3 Reporting Period 9 Tasks (March – June 2028)

- 9.1 GRANTEE will complete Year 3 action plan developed for Task 6.2
- 9.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 9.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews
- 9.4 GRANTEE will prepare one written draft communication highlighting program impact using template provided by DISTRICT, for potential use by DISTRICT on its social media platforms

Year 3 Reporting Period 9 Deliverables (March – June 2028 / Due July 31, 2028)

- Any deliverables related to progress on activities in Year 3 action plan, including but not limited to a list of workshops and trainings provided detailing the event name, date, location, and count of participants; a table with affiliations and names, initials or aliases of CBO staff, volunteers, and health professional advocates recruited and trained; copies of educational materials and presentations; a summary of the status of the Building Electrification Ambassador Program; and payment tracking for subgrantees
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- Draft communication highlighting program impact using template provided by DISTRICT
- Final Grant Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 3 action plan

Part 2: Reporting to DISTRICT

GRANTEE will develop and submit eight (8) progress reports and one (1) final grant report to the DISTRICT during Years 1 through 3 of the grant as set forth in the deliverables above, following the format provided by the DISTRICT. The reports must document progress toward and final completion of the tasks and deliverables set forth in this Work Plan.

Progress and Final Reporting Due Dates

1. Progress Report for Period 1: Due November 17, 2025
2. Progress Report for Period 2: Due March 16, 2026
3. Progress Report for Period 3: Due July 15, 2026
4. Progress Report for Period 4: Due November 16, 2026
5. Progress Report for Period 5: Due March 15, 2027
6. Progress Report for Period 6: Due July 15, 2027
7. Progress Report for Period 7: Due November 15, 2027
8. Progress Report for Period 8: Due March 15, 2028
9. Final Grant Report and deliverables: Due no later than July 31, 2028.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

GRANT AGREEMENT

GRANT NO. 2025.105

1. **PARTIES** - The parties to this Agreement ("Agreement") are the Bay Area Air Quality Management District ("DISTRICT") whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, **Urban Habitat Program** ("GRANTEE") whose address is 2000 Franklin Street, Oakland, California, 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 Agreement under California Health and Safety Code Section 40701.
 - B. DISTRICT's refocused James Cary Smith Community Grant Program, launched in 2022, offers grants to community-based organizations, neighborhood associations and other local nonprofit organizations.
 - C. Under the James Cary Smith Community Grant Program, DISTRICT seeks to provide grant funding for projects that will:
 - i. Help build community capacity to participate in one or more of the following: reducing air pollution, reducing human exposure to air pollution, and/or increasing community members' ability to meaningfully engage with DISTRICT and its work;
 - ii. Design and implement strategies that foster authentic and meaningful engagement, and empower and build organizational and community capacity to actively participate in planning activities that improve a community's environmental health;
 - iii. Uplift local efforts that improve air quality and public health; and
 - iv. Serve environmental justice communities, including communities that are under-resourced, income challenged, unhoused, English language learners, and/or overburdened by a disproportionate share of air pollution.
 - D. DISTRICT desires to award GRANTEE a grant for the activities described in Attachment A, Work Plan.
 - E. All parties to this Agreement have had the opportunity to have the Agreement reviewed by their attorney.
3. **TERM** - The term of this Agreement is from July 1, 2025 until July 31, 2028, unless further extended by amendment of this Agreement in writing, or terminated earlier.
4. **TERMINATION**
 - A. DISTRICT shall have the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days written notice to GRANTEE. 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, GRANTEE shall cease all activities under this Agreement, except such activities as are specified in the notice of termination. Within forty-five (45) days of receipt of written notice, GRANTEE is required to:
 - i) Submit a final written report describing all work performed by GRANTEE;

- ii) Submit an accounting of all grant funds expended up to and including the date of termination; and,
 - iii) Reimburse DISTRICT for any unspent funds.
 - B. DISTRICT may terminate this Agreement and be relieved of any payments should GRANTEE fail to perform the requirements of this Agreement at the time and in the manner herein provided.
5. NO AGENCY RELATIONSHIP CREATED / INDEPENDENT CAPACITY - GRANTEE and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of DISTRICT, and nothing herein shall be construed to be inconsistent with that relationship or status. DISTRICT shall not have the right to direct or control the activities of GRANTEE in performing the services provided herein.
6. CONTRACTORS / SUBCONTRACTORS / SUBGRANTEES
- A. GRANTEE will be entitled to make use of its own staff and such contractors, subcontractors, and subgrantees as are mutually acceptable to GRANTEE and DISTRICT. Any change in contractors, subcontractors, or subgrantees must be mutually acceptable to the parties. Immediately upon termination of any such contract, subcontract, or subgrant, GRANTEE shall notify DISTRICT.
 - B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between DISTRICT and any contractors, subcontractors, or subgrantees of GRANTEE, and no agreement with contractors, subcontractors, or subgrantees shall relieve GRANTEE of its responsibilities and obligations hereunder. GRANTEE agrees to be as fully responsible to DISTRICT for the acts and omissions of its contractors, subcontractors, and subgrantees and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by GRANTEE. GRANTEE's obligation to pay its contractors, subcontractors, and subgrantees is an independent obligation from DISTRICT's obligation to make payments to GRANTEE. As a result, DISTRICT shall have no obligation to pay or to enforce the payment of any moneys to any contractor, subcontractor, or subgrantee.
7. INSURANCE
- A. GRANTEE 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 GRANTEE is a sole proprietor, GRANTEE 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 GRANTEE's personal automobile liability insurance. A GRANTEE using only rental vehicles in performing work under this Agreement 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 Agreement, GRANTEE shall furnish properly-

executed certificates of insurance for all required insurance. Upon request by DISTRICT, GRANTEE shall provide a complete copy of any required insurance policy. GRANTEE 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 GRANTEE fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and deduct the cost thereof from any payments owed to GRANTEE or to terminate this Grant for breach.

8. INDEMNIFICATION - GRANTEE 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 Agreement 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 GRANTEE, its officers, agents, or employees.

9. PAYMENT

- A. DISTRICT agrees to award GRANTEE a grant of \$200,000 for the activities described in Attachment A, Work Plan. This grant shall be payable in ten (10) installments, as follows:
- i) \$20,000 within thirty (30) days after the execution of this Agreement;
 - ii) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 1, Period 1 grant report documenting GRANTEE's progress and startup costs including receipts detailing the initial \$20,000 grant fund payment used for equipment purchases, supplies, stipends, and other out-of-pocket costs;
 - iii) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 1, Period 2 grant report;
 - iv) \$33,125 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 1, Period 3 grant report;
 - v) \$14,500 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 2, Period 4 grant report;
 - vi) \$14,500 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 2, Period 5 grant report;
 - vii) \$14,500 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 2, Period 6 grant report;
 - viii) \$14,500 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 3, Period 7 grant report;
 - ix) \$14,500 within thirty (30) days after DISTRICT receipt and approval of GRANTEE's Year 3, Period 8 grant report;
 - x) \$8,125 within thirty (30) days upon final completion of all work specified in the Work Plan, including all Tasks and Deliverables, and after DISTRICT receipt and approval of GRANTEE's Final Grant Report.
- B. GRANTEE shall carry out the work described in the Work Plan, and shall obtain DISTRICT's written approval of any changes or modifications to the Work Plan prior to performing or incurring costs for the changed work. If GRANTEE fails to obtain such prior written approval, DISTRICT, at its sole discretion, may refuse to provide funds to pay for such work or costs.
- C. Payment will be made only to GRANTEE.
- D. GRANTEE must submit invoices for payment along with the reports and final grant report, respectively.

E. Ineligible costs for funding include, but are not limited to, advocacy activities relating to any federal, state, regional, or local election or ballot measure, and lobbying or advocacy activities relating to any federal, state, regional, or local legislative, quasi-legislative, adjudicatory, or quasi-judicial proceeding involving development or adoption of statutes, guidelines, rules, regulations, plans or any other governmental proposal, or involving decisions concerning siting, permitting, licensing, or any other governmental action.

10. AUTHORIZED REPRESENTATIVE - GRANTEE shall continuously maintain a representative vested with signature authority authorized to work with DISTRICT on all grant-related issues. GRANTEE shall, at all times, keep DISTRICT informed as to the identity of the authorized representative.

11. NOTICES - All notices that are required under this Agreement 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: Environmental Justice Division, communitygrants@baaqmd.gov

GRANTEE: Urban Habitat Program
2000 Franklin Street
Oakland, CA 94612
Attn: Ellen Wu, ewu@urbanhabitat.org

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

13. ACKNOWLEDGEMENTS - GRANTEE shall acknowledge DISTRICT support each time the activities funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material. The acknowledgement of DISTRICT support must state "Funded by a Grant from the Bay Area Air Quality Management District." Initials or abbreviations for DISTRICT shall not be used.

14. ADVERTISING / PUBLIC EDUCATION - DISTRICT shall have the right to review and approve all draft public education or advertising materials prior to GRANTEE's use of such materials.

15. FINANCIAL MANAGEMENT SYSTEM

A. GRANTEE shall be responsible for maintaining an adequate financial management system and will immediately notify DISTRICT when GRANTEE cannot comply with the requirements in this section.

- B. GRANTEE's financial management system shall provide for:
- i) Financial reporting: accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the grant.
 - ii) Accounting records: records that adequately identify the source and application of funds for DISTRICT-supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income.
 - iii) Internal control: effective internal and accounting controls over all funds, property and other assets. GRANTEE shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
 - iv) Budget control: comparison of actual expenditures or outlays with budgeted amounts for each grant.
 - v) Allowable cost: procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal and state requirements.
 - vi) Source documentation: accounting records that are supported by source documentation.
 - vii) Cash management: procedures to minimize the time elapsing between the advance of funds from DISTRICT and the disbursement by GRANTEE, whenever funds are advanced by DISTRICT.
- C. DISTRICT may review the adequacy of the financial management system of GRANTEE at any time subsequent to the award of the grant. If DISTRICT determines that GRANTEE's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by DISTRICT upon written notice to GRANTEE, until such time as the system meets with DISTRICT approval.
16. AUDIT / RECORDS ACCESS - GRANTEE agrees that DISTRICT shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. GRANTEE agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. GRANTEE agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, GRANTEE agrees to include a similar right of DISTRICT to audit records and interview staff in any contract, subcontract, or subgrant related to performance of this Agreement.
17. FORFEIT OF GRANT FUNDS / REPAYMENT OF FUNDS IMPROPERLY EXPENDED - If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, DISTRICT, at its sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring GRANTEE to forfeit the unexpended portion of the grant funds and/or to repay to DISTRICT any funds improperly expended.
18. COMPLIANCE - GRANTEE shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. GRANTEE shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. GRANTEE shall maintain compliance with such requirements throughout the grant period. GRANTEE shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to

carry out the terms of this Agreement. Any deviation from the requirements of this section shall result in non-payment of grant funds.

19. CONFIDENTIALITY – In order to carry out the purposes of this Agreement, GRANTEE 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 GRANTEE obtains from DISTRICT, and GRANTEE 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 GRANTEE requiring access in fulfillment of the services provided under this Agreement.
 - B. Ensure that GRANTEE's officers, employees, agents, representatives, subgrantees, 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 Agreement.
 - 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 GRANTEE'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 GRANTEE.
 - 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 Agreement and following expiration or termination of the Agreement.
 - F. Prevent access to such materials by a person or entity not authorized under this Agreement.
 - G. Establish specific procedures in order to fulfill the obligations of this section.
20. INTELLECTUAL PROPERTY RIGHTS - Title and full ownership rights to all intellectual property developed under this Agreement shall at all times remain with DISTRICT, unless otherwise agreed to in writing.
21. PUBLICATION
- A. DISTRICT shall approve in writing any report or other document prepared by GRANTEE in connection with performance under this Agreement 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 GRANTEE 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 GRANTEE for DISTRICT, pursuant to this Agreement, shall be part of DISTRICT's public record, unless otherwise indicated. GRANTEE 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 Agreement.

"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. GRANTEE shall inform its officers, employees, subgrantees, and subcontractors involved in the performance of this Agreement of the restrictions contained herein and shall require compliance with the above.
22. PROPERTY AND SECURITY - Without limiting GRANTEE's obligations with regard to security, GRANTEE shall comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT's premises.
23. ASSIGNMENT - No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Agreement to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.
24. 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 Agreement 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 Agreement, 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.
25. FORCE MAJEURE - Neither DISTRICT nor GRANTEE shall be liable for or deemed to be in default for any delay or failure in performance under this Agreement 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 GRANTEE, 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 Agreement.

26. SEVERABILITY - If a court of competent jurisdiction holds any provision of this Agreement 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.
27. HEADINGS - Headings on the sections and paragraphs of this Agreement 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 Agreement.
28. 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.
29. GOVERNING LAW - Any dispute that arises under or relates to this Agreement shall be governed by California law, excluding any laws that direct the application to another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Agreement, including mediation, shall be San Francisco, California.
30. ENTIRE AGREEMENT AND MODIFICATION - This Agreement represents the final, complete, and exclusive statement of the agreement between the parties and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Agreement may only be amended by mutual agreement of the parties in writing and signed by both parties.
31. SURVIVAL OF TERMS - The provisions of sections 8 (Indemnification), 16 (Audit / Records Access), 17 (Forfeit of Grant Funds / Repayment of Funds Improperly Expended), 19 (Confidentiality), 20 (Intellectual Property Rights), and 21 (Publication) shall survive the expiration or termination of this Agreement.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

Urban Habitat Program

By: _____
Dr. Philip M. Fine
Executive Officer/APCO

By: _____
Ellen Wu
Executive Director

Date: _____

Date: _____

Approved as to form:

By: _____
Alexander G. Crockett
General Counsel

ATTACHMENT A

WORK PLAN

Overview of Project

GRANTEE's mission is to democratize power and advance equitable policies for a just and connected Bay Area. GRANTEE confronts structural inequities impacting historically disenfranchised communities, and through strategic partnerships increases power and capacity in these communities.

GRANTEE's James Cary Smith Community Grant (Grant) project seeks to partner with Rising Juntos to increase the capacity of their local members to improve air quality and public health through engaging with the multiple state and regional climate and air quality policy processes. Rising Juntos is a community-powered organization driven by a volunteer, multigenerational base of low-income residents of color who advance racial, economic, and health justice for Contra Costa children and families. Their resident leaders have a proven track record of organizing for power and winning campaigns in East Contra Costa County, including the Pittsburg-Bay Point area, which has a CalEnviroScreen 4.0 score of 85. Rising Juntos—formerly the West, Central, and East County Regional Groups sponsored by First 5 Contra Costa—is now an independent, community-driven organization advancing health, racial, and economic equity. Rising Juntos East has 75 members, with about 30 actively participating in their monthly meetings.

GRANTEE's Grant project will be based in East Contra Costa County, and will serve Rising Juntos' resident leaders' communities. Throughout the grant term, GRANTEE will provide technical assistance and policy analysis to Rising Juntos, work with Rising Juntos to develop training materials and curriculum, and lead evaluation and reporting efforts. Rising Juntos will lead community outreach and engagement, work with GRANTEE to develop training materials and curriculum, provide cultural and linguistic expertise, and manage community-based research activities.

During Year 1 of the Grant, GRANTEE will:

- Analyze key environmental justice indicators and data, including CalEnviroScreen, Healthy Places Index, Metropolitan Transportation Commission data, and local data sets;
- With Rising Juntos, co-create a popular education curriculum for participants to learn about climate change and help participants assess the benefits and burdens of potential policies and investments. Curriculum will detail the training approach and schedule;
- Provide workshops to 20-25 community leaders in person in English and Spanish on air quality policy and advocacy (number of workshops will be specified in completed curriculum);
- With Rising Juntos, plan strategy sessions to identify key decision-making points and advocacy actions;
- Hold strategy sessions with community leaders identified by Rising Juntos (number of strategy sessions will be determined in conversation with Rising Juntos);
- Develop community based participatory research tools, including a community survey instrument in English and Spanish, to assist residents in assessing community identified policy and investment priorities; and
- Identify near-term advocacy efforts for community leaders.

During Year 2 of the Grant, GRANTEE will:

- Assist with analysis of community survey results following Rising Juntos community leaders' administration of community surveys in English and Spanish;
- Identify program and policy recommendations for long-term campaign; and
- Continue near-term advocacy efforts.

During Year 3 of the Grant, GRANTEE will:

- Launch long-term advocacy campaign focused on:
 - Passing and implementing community-identified air quality improvements
 - Securing funding for clean air initiatives
 - Getting community leaders appointed to air quality decision-making bodies; and
- Develop transition plan for sustained community engagement beyond grant period.

Part 1: Project Schedule

Year 1 Reporting Period 1 Tasks (July - October 2025)

- 1.1 GRANTEE will participate in the James Cary Smith Community Grant Program Grantee Kickoff Meeting via Zoom, tentatively scheduled for July 2025
- 1.2 GRANTEE will develop a detailed Year 1 action plan for the funded project detailing month-by-month activities and staffing, using template provided by DISTRICT (July/August)
- 1.3 GRANTEE will meet with DISTRICT Grant Manager for a 60-minute 1:1 project check-in via Zoom (August/September)
- 1.4 GRANTEE will begin implementing Year 1 action plan developed from Task 1.2 (September/October)
- 1.5 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 1.6 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 1 Reporting Period 1 Deliverables (July - October 2025 / Due November 17, 2025)

- Detailed Year 1 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 1 action plan, including but not limited to a summary of the popular education approach and workshop schedule; a copy of the curriculum; a list of workshops provided detailing the date, topic, location, and names, initials or aliases of participants; copies of English and Spanish survey instruments
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 1st Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 1 action plan

Year 1 Reporting Period 2 Tasks (November 2025 – February 2026)

- 2.1 GRANTEE will continue implementing Year 1 action plan developed from Task 1.2
- 2.2 GRANTEE will begin drafting a detailed Year 2 action plan for the funded project detailing

- month-by-month activities and staffing, using template provided by DISTRICT
- 2.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
 - 2.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 1 Reporting Period 2 Deliverables (November 2025 – February 2026 / Due March 16, 2026)

- Draft detailed Year 2 month-by-month action plan using template provided by DISTRICT
- Any deliverables related to progress on activities in Year 1 action plan, including but not limited to a summary of the popular education approach and workshop schedule; a list of workshops provided detailing the date, topic, location, and names, initials or aliases of participants; copies of English and Spanish survey instruments
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 2nd Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 1 action plan

Year 1 Reporting Period 3 Tasks (March – June 2026)

- 3.1 GRANTEE will continue implementing Year 1 action plan developed for Task 1.2
- 3.2 GRANTEE will finalize Year 2 action plan in coordination with DISTRICT Grant Manager
- 3.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 3.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews
- 3.5 GRANTEE will prepare one written draft communication highlighting program impact using template provided by DISTRICT, for potential use by DISTRICT on its social media platforms

Year 1 Reporting Period 3 Deliverables (March – June 2026 / Due July 15, 2026)

- Detailed Year 2 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 1 action plan, including but not limited to a summary of the popular education approach and workshop schedule; a list of workshops provided detailing the date, topic, location, and names, initials or aliases of participants; copies of English and Spanish survey instruments
- Draft communication highlighting program impact using template provided by DISTRICT
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 3rd Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 1 action plan

Year 2

Year 2 Reporting Period 4 Tasks (July – October 2026)

- 4.1 GRANTEE will begin implementing Year 2 action plan developed for Task 3.2
- 4.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 4.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 2 Reporting Period 4 Deliverables (July – October 2026 / Due November 16, 2026)

- Any deliverables related to progress on activities in Year 2 action plan, including but not limited to a summary of data analysis and/or community survey analysis if applicable; a summary table of advocacy events that Rising Juntos community leaders participated in, including name of event, a copy of public meeting agenda(s) if applicable, event type, date, location, and names, initials or aliases of community leaders participating
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 4th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 2 action plan

Year 2 Reporting Period 5 Tasks (November 2026 – February 2027)

- 5.1 GRANTEE will continue implementing Year 2 action plan developed for Task 3.2
- 5.2 GRANTEE will begin drafting Year 3 action plan for the funded project detailing month-by-month activities and staffing, using template provided by DISTRICT
- 5.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 5.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 2 Reporting Period 5 Deliverables (November 2026 – February 2027 / Due March 15, 2027)

- Draft Year 3 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 2 action plan, including but not limited to a summary of data analysis and/or community survey analysis if applicable; a summary table of advocacy events that Rising Juntos community leaders participated in, including name of event, a copy of public meeting agenda(s) if applicable, event type, date, location, and names, initials or aliases of community leaders participating
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 5th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 2 action plan

Year 2 Reporting Period 6 Tasks (March – June 2027)

- 6.1 GRANTEE will continue implementing Year 2 action plan developed for Task 3.2
- 6.2 GRANTEE will finalize Year 3 work plan in coordination with Air District grant manager
- 6.3 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 6.4 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews
- 6.5 GRANTEE will prepare one written draft communication highlighting program impact using template provided by DISTRICT, for potential use by DISTRICT on its social media platforms

Year 2 Reporting Period 6 Deliverables (March – June 2027 / Due July 15, 2027)

- Detailed Year 3 month-by-month action plan using template provided by DISTRICT. Following review and approval by DISTRICT, GRANTEE's delivered action plan shall be incorporated by reference and part of this Agreement.
- Any deliverables related to progress on activities in Year 2 action plan, including but not limited to a summary of data analysis and/or community survey analysis if applicable; a summary table of advocacy events that Rising Juntos community leaders participated in, including name of event, a copy of public meeting agenda(s) if applicable, event type, date, location, and names, initials or aliases of community leaders participating
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- Draft communication highlighting program impact using template provided by DISTRICT
- 6th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 2 action plan

Year 3

Year 3 Reporting Period 7 Tasks (July – October 2027)

- 7.1 GRANTEE will begin implementing Year 3 action plan developed from Task 6.2
- 7.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 7.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 3 Reporting Period 7 Deliverables (July – October 2027 / Due November 15, 2027)

- Any deliverables related to progress on activities in Year 3 action plan, including but not limited to a summary table of advocacy events that Rising Juntos community leaders participated in if applicable, including name of event, a copy of public meeting agenda(s) if applicable, event type, date, location, and names, initials or aliases of community leaders participating; a summary of the status of the longer-term advocacy campaign; and a summary of the transition plan
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software

- 7th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 3 action plan

Year 3 Reporting Period 8 Tasks (November 2027 – February 2028)

- 8.1 GRANTEE will continue implementing Year 3 action plan developed from Task 6.2
- 8.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 8.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews

Year 3 Reporting Period 8 Deliverables (November 2027 – February 2028 / Due March 15, 2028)

- Any deliverables related to progress on activities in Year 3 action plan, including but not limited to a summary table of advocacy events that Rising Juntos community leaders participated in if applicable, including name of event, a copy of public meeting agenda(s) if applicable, event type, date, location, and names, initials or aliases of community leaders participating; a summary of the status of the longer-term advocacy campaign; and a summary of the transition plan
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- 8th Progress Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 3 action plan

Year 3 Reporting Period 9 Tasks (March – June 2028)

- 9.1 GRANTEE will complete Year 3 action plan developed for Task 6.2
- 9.2 Upon determination by DISTRICT, GRANTEE will attend all JCS Grantee Network meetings scheduled during this reporting period (or an equivalent event/convening)
- 9.3 Upon determination by DISTRICT, GRANTEE will participate in up to two (2) hours of program evaluation activities, which may include grantee surveys, in-person or virtual focus groups, and/or interviews
- 9.4 GRANTEE will prepare one written draft communication highlighting program impact using template provided by DISTRICT, for potential use by DISTRICT on its social media platforms

Year 3 Reporting Period 9 Deliverables (March – June 2028 / Due July 31, 2028)

- Any deliverables related to progress on activities in Year 3 action plan, including but not limited to a summary table of advocacy events that Rising Juntos community leaders participated in if applicable, including name of event, a copy of public meeting agenda(s) if applicable, event type, date, location, and names, initials or aliases of community leaders participating; a summary of the status of the longer-term advocacy campaign; and a summary of the transition plan
- Copies of receipts for grant-related expenditures during the reporting period, including but not limited to meeting/event costs, printing, travel costs, and intern/personnel costs documentation such as redacted paystubs, timesheets, or other labor tracking software
- Draft communication highlighting program impact using template provided by DISTRICT
- Final Grant Report using template provided by DISTRICT, including written summary of progress on activities specified in Year 3 action plan

Part 2: Reporting to DISTRICT

GRANTEE will develop and submit eight (8) progress reports and one (1) final grant report to the DISTRICT during Years 1 through 3 of the grant as set forth in the deliverables above, following the format provided by the DISTRICT. The reports must document progress toward and final completion of the tasks and deliverables set forth in this Work Plan.

Progress and Final Reporting Due Dates

1. Progress Report for Period 1: Due November 17, 2025
2. Progress Report for Period 2: Due March 16, 2026
3. Progress Report for Period 3: Due July 15, 2026
4. Progress Report for Period 4: Due November 16, 2026
5. Progress Report for Period 5: Due March 15, 2027
6. Progress Report for Period 6: Due July 15, 2027
7. Progress Report for Period 7: Due November 15, 2027
8. Progress Report for Period 8: Due March 15, 2028
9. Final Grant Report and deliverables: Due no later than July 31, 2028.

BAY AREA AIR DISTRICT
Memorandum

To: Chairperson Lynda Hopkins and Members
of the Board of Directors

From: Philip M. Fine
Executive Officer/APCO

Date: May 7, 2025

Re: Authorization to Accept Carl Moyer Program State Reserve Funds from the
California Air Resources Board

RECOMMENDED ACTION

Adopt the attached Resolution authorizing the Air District to accept, obligate, and expend up to \$12.35 million in new Fiscal Year (FY) 2024-2025 Carl Moyer Program (CMP) State Reserve funds from the California Air Resources Board (CARB).

BACKGROUND

Wide-scale adoption of zero-emission vehicles, equipment and electrification of all types of transportation are essential to achieving local, state, and federal emission reduction targets for greenhouse gases and criteria pollutants. The CMP provides grants for the incremental cost of cleaner-than-required technology. While CARB is responsible for developing the CMP Guidelines, the participating California air districts administer the program according to local priorities. Section 44286(d) of the California Health and Safety Code (HSC) gives CARB the authority to reserve up to 10% of CMP funding to directly fund any project that is a covered source and is described in Section 44281. CARB reserves the sole authority to distribute this State Reserve funding.

The Air District has participated in the CMP, in cooperation with CARB, since the program began in 1998. The CMP provides grants to public and private entities to reduce emissions of nitrogen oxides (NOx), reactive organic gases (ROG), and particulate matter (PM) from existing heavy-duty engines by either replacing or retrofitting them. Projects eligible under the CMP guidelines include replacement of heavy-duty diesel engines, vehicles and equipment such as on-road trucks and buses, off-road construction and agricultural equipment, transportation refrigeration units, marine vessels, locomotives, and refueling or recharging infrastructure that supports the deployment of new zero-emission vehicles and equipment. The guidelines also allow funding to be used to scrap light duty vehicles, like cars and passenger trucks, through the Voluntary Accelerated Retirement program, referred to locally as the Vehicle Buy Back Program.

As California pushes for zero-emission equipment in all sectors, and some CARB programs are beginning to require zero-emission equipment, CARB determined that all equipment categories would benefit from additional funding dedicated to zero-emission equipment. Therefore, consistent with FY 2023-2024 State Reserve funds, CARB has directed that FY 2024-2025 funding will be directed toward all CMP eligible zero-emission equipment and vehicles, and infrastructure projects. Furthermore, CARB provided additional flexibility to fund Chapter 8: Light-Duty Vehicles of the 2024 CMP Guidelines for air districts that administer a Clean Cars for All (CCFA) program to facilitate zero-emission vehicles as replacement with other funding sources. CARB has encouraged air districts that currently have a CCFA program to prioritize the use of the FY 2024-2025 State Reserve funds to supplement incentives to support those programs.

The Air District has administered the CCFA Program since 2019. The program has been supported by a variety of state and local funds and continues to be a popular and beneficial program. Through the CCFA, the Air District provides incentives for low-income households (up to 300% of the Federal Poverty Level) to retire older, high-polluting vehicles and replace them by purchasing or leasing a new or used plug-in hybrid electric vehicle, battery electric vehicle or fuel cell electric vehicle. Alternatively, participants may opt to retire their vehicle in exchange for funding for public transit or an electric bike. The CCFA Program reduces criteria pollutants and greenhouse gas emissions throughout the Bay Area and supports the goal of equitable access to electric vehicles and clean transportation.

DISCUSSION

The 2024-2025 California State Budget allocated approximately \$123 million in CMP FY 2024-2025 (Year 27 cycle) for CARB to distribute to local air districts under the regular CMP and CMP State Reserve. On April 2, 2025, CARB opened a solicitation for State Reserve Funds. On April 8, 2025, the Air District submitted an application to CARB requesting \$12.35 million in FY 2024-2025 CMP State Reserve Funds. CARB requires the Air District's Board to authorize participation through the adoption of a resolution.

The Air District will prioritize the funds awarded to supplement incentives supporting the CCFA Program and potentially also to support other CMP-eligible zero-emission projects. The funds supporting the CCFA will be administered in accordance with the 2024 CMP Guidelines, Chapter 8: Light-Duty Vehicles and may be stacked with other sources as the CMP Guidelines currently limit CMP State Reserve Funds to a maximum of \$3,000 per vehicle replaced. Funding used for other CMP-eligible zero-emission vehicle/equipment and infrastructure projects will follow the applicable guideline requirements.

BUDGET CONSIDERATION/FINANCIAL IMPACT

These funds from CARB are considered “pass-through” funds, which are provided to eligible grantees directly or on a reimbursement basis to reduce the purchase or lease costs for vehicle, equipment, or zero-emission infrastructure projects. Up to 12.5% of the funds awarded can be used for Air District staff costs and other program implementation costs.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Tin Le
Reviewed by: Karen Schkolnick and Anthony Fournier

ATTACHMENT(S):

1. 2025 Board Resolution to Accept CARB CMP State Reserve

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

RESOLUTION NO. 2025-_____

A Resolution Accepting Carl Moyer Program State Reserve Funds From the California Air Resources Board

WHEREAS, the purpose of this Resolution is to authorize the Bay Area Air Quality Management District (Air District) to accept, obligate, and expend up to \$12.35 million in Year 27 Carl Moyer Program State Reserve funding from the California Air Resources Board (CARB) and to authorize the Executive Officer/Air Pollution Control Officer to execute all necessary agreements, required documents, and amendments required to expend this funding;

WHEREAS, California Health and Safety Code Division 26, Part 5, Chapter 9, empowers CARB to allocate Carl Moyer Program funds to local air quality districts to provide financial incentives to both the public and private sectors to implement eligible projects to reduce emissions of oxides of nitrogen, reactive organic gases, and particulate matter from existing engines by either replacing or retrofitting them;

WHEREAS, the Air District has successfully implemented the Carl Moyer Program since its inception in 1998;

WHEREAS, in April 2025, the Air District applied for up to \$12.35 million in fiscal year (FY) 2024-2025 Carl Moyer Year 27 state reserve funds;

WHEREAS, CARB will authorize a grant of up to \$12.35 million to the Air District upon approval by the Board of Directors to accept such grant of funds;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves the Air District's acceptance of CARB funds and commits the Air District to comply with the CARB Carl Moyer Program regulatory requirements.

BE IT FURTHER RESOLVED that the Board of Directors hereby authorizes the Executive Officer/Air Pollution Control Officer to accept, obligate, and execute all agreements, required documents, and any amendments thereto 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 _____, 2025 by the following vote of the Board:

AYES:

NOES:

ABSTAIN:

ABSENT:

Lynda Hopkins
Chair of the Board of Directors

ATTEST:

Marcy Hiratzka
Clerk of the Boards

BAY AREA AIR DISTRICT
Memorandum

To: Chairperson Lynda Hopkins and Members
of the Board of Directors

From: Philip M. Fine
Executive Officer/APCO

Date: May 7, 2025

Re: Authorization to Amend Contract with Nancy S. Feldman for Consulting
Advice and Management Support for Enforcement Case Resolution and
Litigation

RECOMMENDED ACTION

Authorize the Executive Officer/APCO to execute an amendment to Contract No. 2023.083 with Nancy S. Feldman to increase the total not-to-exceed amount of the contract by \$55,000, from \$195,000 to \$250,000. Ms. Feldman has unique expertise and has been assisting the Air District's Legal Division with training, case management, process improvement, and legal consultation for facility permitting and environmental enforcement actions.

BACKGROUND

Ms. Feldman brings over 30 years of experience at South Coast Air Quality Management District in leading enforcement actions, training air quality litigators, and developing and implementing processes and controls for case management. For the past two years, Ms. Feldman has been providing invaluable consultation and direct assistance to train Air District Legal Division staff, consultation and advice on legal cases, assistance in casework management process improvement, and assistance with revising the Hearing Board rules and other resources. The current contract term ends on June 30, 2025; however, we are quickly approaching the contract limit.

DISCUSSION

As the former Chief Prosecutor at the South Coast Air Quality Management District, Ms. Feldman is uniquely qualified to help the Air District Legal Division with its current needs because she spent her entire career running an air district legal division enforcement program. There are no other attorneys in California available to provide consulting services to the Air District who have the requisite experience. Over the past three years, ten attorneys have joined the Air District's Legal Division. The Legal Division's attorneys and non-attorney enforcement staff continue to benefit from Ms. Feldman's training and advice on enforcement work. Ms. Feldman is also assisting with improving enforceability

in permits, inspections, and inspection report writing. Additionally, she is helping to update many of the tools used by the Legal Division and the Hearing Board. Therefore, the Air District Legal Division seeks authorization to expend additional, budgeted funds for this contract to allow Ms. Feldman to continue to provide these services for the remainder of this fiscal year.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for this amended contract in the amount of \$55,000 will be covered by the Legal Division's Fiscal Year Ending 2025 budget under Program 203 - Legal Enforcement and Penalty Assessment.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Carrie Schilling
Reviewed by: Alexander Crockett

ATTACHMENT(S):

1. Nancy Feldman 2023.083
2. Nancy Feldman 2023.083 - Amendment 1
3. Nancy Feldman 2023.083 - Amendment 2
4. Nancy Feldman 2023.083 - Amendment 3
5. Draft Nancy Feldman 2023.083 - Amendment 4

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

PROFESSIONAL SERVICES CONTRACT

CONTRACT NO. 2023.083

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 **Nancy S. Feldman** (“CONTRACTOR”) whose address is 3508 Sierra Vista Avenue, Glendale, California 91208.
2. **RECITALS**
 - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for services described in the Scope of Work, attached hereto as Attachment A and made a part hereof by this reference. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the services.
 - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
3. **PERFORMANCE REQUIREMENTS**
 - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
 - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
 - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
 - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
 - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
 - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraph D above.
4. **TERM** – The term of this Contract is from the date it is executed by both parties to December 31, 2023, unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.

5. TERMINATION

- A. Either party may terminate this Contract at any time, at will, and without specifying any reason, by notification 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) The notice of breach shall be provided in accordance with the notice requirements set forth in section 10.
 - iv) 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) Automobile liability insurance in such amounts as required by California law. 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 monthly invoices to DISTRICT for services performed. Each invoice shall specify the total amount for which the invoice is submitted, and shall (i) reference tasks shown in the Scope of Work and the hours associated with same, and (ii) include an itemized list of all expenses for which reimbursement is sought, supported by receipts or other appropriate documentation.
- 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 \$70,000.

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 \$70,000. 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: Alexander Crockett, District Counsel

CONTRACTOR: Nancy S. Feldman
3508 Sierra Vista Avenue
Glendale, CA 91208

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

access to certain of DISTRICT's confidential information (including trade secrets, inventions, confidential know-how, confidential business information, and other information that DISTRICT considers confidential) (collectively, "Confidential Information"). It is expressly understood and agreed that DISTRICT may designate in a conspicuous manner Confidential Information that CONTRACTOR obtains from DISTRICT, and CONTRACTOR agrees to:

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

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

15. PUBLICATION

- A. DISTRICT shall approve in writing any report or other document prepared by CONTRACTOR in connection with performance under this Contract prior to dissemination or publication of such report or document to a third party. DISTRICT may waive in writing its requirement for prior approval.
- B. Until approved by DISTRICT, any report or other document prepared by CONTRACTOR shall include on each page a conspicuous header, footer, or watermark stating "DRAFT – Not Reviewed or Approved by BAAQMD," unless DISTRICT has waived its requirement for prior approval pursuant to paragraph A of this section.
- C. Information, data, documents, or reports developed by CONTRACTOR for DISTRICT, pursuant to this Contract, shall be part of DISTRICT's public record, unless otherwise indicated.

CONTRACTOR may use or publish, at its own expense, such information, provided DISTRICT approves use of such information in advance. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract.

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

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

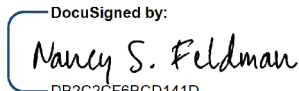
20. ATTORNEYS' FEES – In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.
21. FORCE MAJEURE – Neither DISTRICT nor CONTRACTOR shall be liable for or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the services, or other causes, except financial, that are beyond the reasonable control of DISTRICT or CONTRACTOR, for a period of time equal to the period of such force majeure event, provided that the party failing to perform notifies the other party within fifteen calendar days of discovery of the force majeure event, and provided further that that party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to party's own action or inaction, then such cause shall not excuse that party from performance under this Contract.
22. SEVERABILITY – If a court of competent jurisdiction holds any provision of this Contract to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them will not be affected.
23. HEADINGS – Headings on the sections and paragraphs of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
24. COUNTERPARTS/FACSIMILES/SCANS – This Contract may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same contract. The parties may rely upon a facsimile copy or scanned copy of any party's signature as an original for all purposes.
25. GOVERNING LAW – Any dispute that arises under or relates to this Contract shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Contract, including mediation, shall be San Francisco, California.
26. ENTIRE CONTRACT AND MODIFICATION – This Contract represents the final, complete, and exclusive statement of the agreement between the parties related to CONTRACTOR providing services to DISTRICT and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Contract may only be amended by mutual agreement of the parties in writing and signed by both parties.
27. SURVIVAL OF TERMS – The provisions of sections 7 (Indemnification), 13 (Confidentiality), 14 (Intellectual Property Rights), and 15 (Publication) shall survive the expiration or termination of this Contract.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

NANCY S. FELDMAN

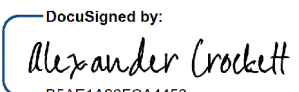
By: 
Philip M. Fine
Executive Officer/APCO

By: 
Nancy S. Feldman
Attorney

Date: 4/26/2023

Date: 4/20/2023

Approved as to form:
District Counsel

By: 
Alexander Crockett
District Counsel

ATTACHMENT A

SCOPE OF WORK

Overview

CONTRACTOR will provide advice and consultation services to the District Counsel's Office regarding the Office's enforcement work. These advice and consultation services will include:

Attorney Training:

- Training attorneys on Hearing Board proceedings.
- Training attorneys on techniques for evaluating and prosecuting enforcement cases.

Consultation on Enforcement Cases:

- Advise individual attorneys and management staff on appropriate methodologies for valuing penalty cases.
- Advise individual attorneys and management staff on Hearing Board enforcement cases.
- Advise individual attorneys and management staff on approaches and techniques to address ongoing non-compliance.
- Advise on the development of penalty policies.

Strategic Advice:

- Advise on establishing efficient workflow and case management processes and procedures to assign, manage, and track enforcement cases.
- Advise on the use of outside counsel for enforcement cases.
- Advise on determining the level of attorney personnel resources required for the Air District's volume of enforcement work.

Developing Software Solutions and Tools:

- Advise on selecting, developing and implementing software solution for managing and tracking enforcement cases.

Advice on Attorney Hiring:

- Review and provide feedback on applications for staff and management attorney positions.
- Participate in interviews of attorney candidates.

Assistance in Developing Hearing Board Resources:

- Provide advice and assistance regarding updating the Hearing Board's rules of procedure.
- Provide advice and assistance regarding development of the Hearing Board's website to improve transparency and accessibility by making case documentation available electronically.

ATTACHMENT B

COST SCHEDULE

DISTRICT will pay CONTRACTOR at an hourly rate of \$298 per hour for work performed under this Contract. DISTRICT will also reimburse CONTRACTOR for reasonable and necessary expenses incurred in conjunction with work performed under this contract (e.g., photocopying and messenger expenses), including reasonable travel expenses in accordance with the DISTRICT's travel reimbursement policy attached hereto as Attachment C. Expenses over \$100 must be approved in writing in advance.

Payment will be made in accordance with Section 8, Payment, of this Contract.

Total cost of Contract not to exceed \$70,000.

ATTACHMENT C

TRAVEL REIMBURSEMENT POLICY

Contractors who are under agreement with the DISTRICT and who plan to bill the DISTRICT for travel expenses per the terms of their Contract must adhere to this travel reimbursement policy.

GUIDELINES

Making Travel Arrangements

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

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

- **Meals** – Meals billed in excess of twenty-five dollars (\$25.00) each day require receipts or other supporting documentation for the total amount of the bill to be approved by the DISTRICT.
- **Other Travel Related Expenses** – Receipts are required for all individual items in excess of twenty-five dollars (\$25.00).

3. Travel Time Charging

Contractor employees (and subcontractors) are to record hours actually worked (those in which a benefit to the DISTRICT was provided during travel) when traveling on business for the firm. This normally will not include all hours during travel, except when all travel is within the normal business day (8:00 AM – 5:00 PM). If travel is on a normal business day, then travel will be arranged for morning or evening so as to minimize travel during working hours (8:00 AM – 5:00 PM) and maximize on-site time on the day of travel. Time that is incurred because of personal preference or combining personal travel with business is not to be charged.

AMENDMENT NO. 1 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2023.083

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, October 27, 2023.

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **Nancy S. Feldman** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for advice and consultation services to the DISTRICT Counsel's Office regarding the Office's enforcement work (the "Contract"), which Contract was executed on behalf of CONTRACTOR on April 20, 2023, and on behalf of DISTRICT on April 26, 2023.
2. The PARTIES seek to amend the term and add funds to the Contract because the DISTRICT seeks to continue receiving services from CONTRACTOR prescribed in the Contract and CONTRACTOR desires to provide those services.
3. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

TERMS AND CONDITIONS OF CONTRACT AMENDMENT:

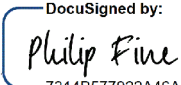
1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 4, "Term." The term of the Contract shall be extended so that the termination date of the Contract is now December 31, 2024.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, "Payment," of the Contract to replace "\$70,00" with "\$95,000."
3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$70,00" with "\$95,000."
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 refer to Attachment B-1, Cost Schedule.

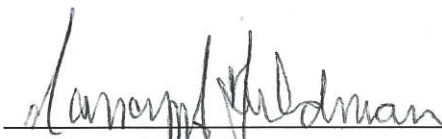
5. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

Nancy S. Feldman


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

By:  Nancy S. Feldman
Nancy S. Feldman
Contractor

Date: 11/28/2023

Date: October 30, 2023

Approved as to form:
District Counsel

By:  Alexander G. Crockett 11/28/2023
Alexander G. Crockett
District Counsel

ATTACHMENT B-1

COST SCHEDULE

DISTRICT will pay CONTRACTOR at an hourly rate of \$298 per hour for work performed under this Contract. DISTRICT will also reimburse CONTRACTOR for reasonable and necessary expenses incurred in conjunction with work performed under this contract (e.g., photocopying and messenger expenses), including reasonable travel expenses in accordance with the DISTRICT's travel reimbursement policy attached hereto as Attachment C. Expenses over \$100 must be approved in writing in advance.

Payment will be made in accordance with Section 8, Payment, of this Contract.

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

AMENDMENT NO. 2 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2023.083

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, January 30, 2024.

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **Nancy S. Feldman** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for advice and consultation services to the District Counsel's Office regarding the Office's enforcement work (the "Contract"), which Contract was executed on behalf of CONTRACTOR on April 20, 2023, and on behalf of DISTRICT on April 26, 2023.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated October 27, 2023, for reference purposes only, to amend the term and total cost of the Contract.
3. The PARTIES seek to amend the scope of work, adjust CONTRACTOR's billing rate, and increase the maximum total cost the Contract because the DISTRICT seeks to expand services provided by CONTRACTOR prescribed in the Contract and CONTRACTOR desires to provide those services.
4. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

TERMS AND CONDITIONS OF CONTRACT AMENDMENT:

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, "Payment," of the Contract to replace "\$95,000" with "\$195,000."
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$95,000" with "\$195,000."
3. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment A, Scope of Work, with the attached "Attachment A-1, Scope of Work" and agree that all references in the Contract to Attachment A shall be deemed to refer to Attachment A-1, Scope of Work.
4. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment B-1, Cost Schedule, with the attached "Attachment B-2, Cost Schedule" and agree that all

references in the Contract to Attachment B and Attachment B-1 shall be deemed to refer to Attachment B-2, Cost Schedule.

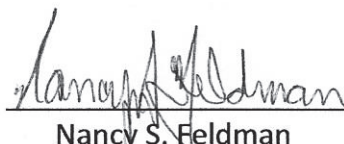
5. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

NANCY S. FELDMAN

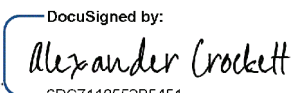
By:  Philip Fine
7314B577922A46A...
Philip M. Fine
Executive Officer/APCO

By: 
Nancy S. Feldman
Contractor

Date: 2/16/2024

Date: January 31, 2024

Approved as to form:
District Counsel

By:  Alexander Crockett 2/16/2024
6DC7110552B5451...
Alexander Crockett
General Counsel

ATTACHMENT A-1

SCOPE OF WORK

Overview

CONTRACTOR will provide advice and consultation services to the District Counsel's Office regarding the Office's enforcement work. These advice and consultation services will include some or all of the following, as requested by the District Counsel's Office:

Attorney Training:

- Training attorneys on Hearing Board proceedings.
- Training attorneys on techniques for evaluating and prosecuting enforcement cases.

Consultation on Enforcement Cases:

- Advise individual attorneys and management staff on appropriate methodologies for valuing penalty cases.
- Advise individual attorneys and management staff on Hearing Board enforcement cases.
- Monitor Hearing Board hearings to provide assistance and feedback to attorneys presenting cases.
- Advise individual attorneys and management staff on approaches and techniques to address ongoing non-compliance.
- Advise on the development of penalty policies.
- Continue to help evaluate penalty memos and work with attorneys to develop strategies for negotiating settlements.
- Help attorneys enhance coordination with other departments to improve case management and outcomes.
- Evaluate inspector reports and recommend any changes to improve work product and results.
- Provide inspector training, including how to conduct inspections, identify evidence and witnesses, write reports, communicate with the Legal Division, and serve as an effective witness in Hearing Board and court.

- Evaluate and recommend any changes to NOV process to improve work product and results, including but not limited to how NOVs are written and how first contact is made with alleged violator.

Strategic Advice:

- Advise on establishing efficient workflow and case management processes and procedures to assign, manage, and track enforcement cases.
- Advise on the use of outside counsel for enforcement cases.
- Advise on determining the level of attorney personnel resources required for the Air District's volume of enforcement work.
- Help identify areas in District Counsel's Office that may need improvement such as use of support staff, case tracking, and penalty reports.
- Consultation and assistant in developing Policies and Procedures Manual.

Developing Software Solutions and Tools:

- Advise on selecting, developing and implementing software solution for managing and tracking enforcement cases.

Advice on Attorney Hiring:

- Review and provide feedback on applications for attorney positions.
- Participate in interviews of attorney candidates.

Consultation on Permit Engineer Training

- Provide engineer training, including how to write enforceable permit conditions, communicate with applicants, document files, communicate with legal, and serve as an effective witness in Hearing Board and court proceedings.

Assistance in Developing Hearing Board Resources:

- Provide advice and assistance regarding updating the Hearing Board's rules of procedure, and training for Hearing Board members on substance of updated rules once adopted.
- Provide advice and assistance regarding development of the Hearing Board's website to improve transparency and accessibility by making case documentation available electronically.
- Review and revise Hearing Board Clerk's Manual.
- Revise variance and appeal application forms.

- Evaluate legal authority for current level of Hearing Board fees.

ATTACHMENT B-2

COST SCHEDULE

DISTRICT will pay CONTRACTOR at an hourly rate of two hundred ninety-eight dollars (\$298) per hour for work performed under this Contract. Upon execution of this Amendment No. 2 by the PARTIES, DISTRICT will pay CONTRACTOR at an hourly rate of three hundred twenty-five dollars (\$325) hour for work performed under this Contract.

DISTRICT will also reimburse CONTRACTOR for reasonable and necessary expenses incurred in conjunction with work performed under this contract (e.g., photocopying and messenger expenses), including reasonable travel expenses in accordance with the DISTRICT's travel reimbursement policy attached hereto as Attachment C. Expenses over \$100 must be approved in writing in advance.

Payment will be made in accordance with Section 8, Payment, of this Contract.

Total cost of Contract not to exceed \$195,000.

AMENDMENT NO. 3 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2023.083

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

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **Nancy S. Feldman** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for advice and consultation services to the District Counsel's Office regarding the Office's enforcement work (the "Contract"), which Contract was executed on behalf of CONTRACTOR on April 20, 2023, and on behalf of DISTRICT on April 26, 2023.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated October 27, 2023, for reference purposes only, to amend the term and total cost of the Contract.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated January 30, 2024, for reference purposes only, to amend the total cost of the Contract.
4. The PARTIES seek to amend the term of the contract because the DISTRICT seeks to continue receiving services from CONTRACTOR prescribed in the Contract and CONTRACTOR desires to provide those services.
5. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

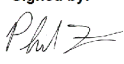
TERMS AND CONDITIONS OF CONTRACT AMENDMENT:

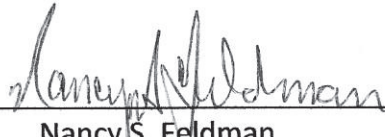
1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 4, "Term." The term of the Contract shall be extended so that the termination date of the Contract is now June 30, 2025.
2. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force 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

NANCY S. FELDMAN

By:  Signed by:
98506AF9981D4CC...
Philip M. Fine
Executive Officer/APCO

By: 
Nancy S. Feldman
Contractor

Date: 12/30/2024

Date: December 23, 2024

Approved as to form:
District Counsel

By:  DocuSigned by:
6DC7110552B5451...
Alexander Crockett
General Counsel

AMENDMENT NO. 4 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2023.083

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, May 7, 2025.

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **Nancy S. Feldman** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for advice and consultation services to the District Counsel's Office regarding the Office's enforcement work (the "Contract"), which Contract was executed on behalf of CONTRACTOR on April 20, 2023, and on behalf of DISTRICT on April 26, 2023.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated October 27, 2023, for reference purposes only, to amend the term and total cost of the Contract.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated January 30, 2024, for reference purposes only, to amend the total cost of the Contract.
4. The PARTIES entered into Amendment No. 3 to the Contract, dated December 19, 2024, for reference purposes only, to amend the term of the Contract.
5. The PARTIES seek to amend the total cost of the contract because the DISTRICT seeks to continue receiving services from CONTRACTOR prescribed in the Contract and CONTRACTOR desires to provide those services.
6. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

TERMS AND CONDITIONS OF CONTRACT AMENDMENT:

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, "Payment," of the Contract to replace "\$195,000" with "\$250,000."
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$195,000" with "\$250,000."
3. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment B-2, Cost Schedule, with the attached "Attachment B-3, Cost Schedule" and agree that all

references in the Contract to Attachment B, Attachment B-1, and Attachment B-2 shall be deemed to refer to Attachment B-3, Cost Schedule.

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

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

NANCY S. FELDMAN

By: _____
Dr. Philip M. Fine
Executive Officer/APCO

By: _____
Nancy S. Feldman
Contractor

Date: _____

Date: _____

Approved as to form:

By: _____
Alexander G. Crockett
General Counsel

ATTACHMENT B-3

COST SCHEDULE

DISTRICT will pay CONTRACTOR at an hourly rate of three hundred twenty five dollars (\$325) per hour for work performed under this CONTRACT.

DISTRICT will also reimburse CONTRACTOR for reasonable and necessary expenses incurred in conjunction with work performed under this contract (e.g., photocopying and messenger expenses), including reasonable travel expenses in accordance with the DISTRICT's travel reimbursement policy attached hereto as Attachment C. Expenses over \$100 must be approved in writing in advance.

Payment will be made in accordance with Section 8, Payment, of this Contract.

Total cost of Contract not to exceed \$250,000.

BAY AREA AIR DISTRICT
Memorandum

To: Chairperson Lynda Hopkins and Members
of the Board of Directors

From: Philip M. Fine
Executive Officer/APCO

Date: May 7, 2025

Re: Changes to Management Classifications

RECOMMENDED ACTION

Authorize the following changes to management classifications:

1. Creation of 5 new management classifications;
2. Removal of 36 outdated and redundant management classifications; and
3. Revision of 5 existing management classifications to align with updated job functions, duties, and responsibilities.

The Finance and Administration Committee recommended approval of these proposed changes at its meeting on April 16, 2025.

BACKGROUND

This memo outlines findings and recommendations based on a comprehensive review of classification structures at the Air District. The effort stems from the 2023 Human Resources Audit aimed at modernizing classification standards and aligning roles with operational needs. In 2023, the Air District engaged Compensation Connections LLC, a consulting firm who specializes in classification and compensation studies, to develop a compensation philosophy and perform a comprehensive classification and compensation study. The Air District compensation philosophy was adopted by the Board of Directors in March 2024.

Compensation Connections LLC conducted research and provided findings on the classifications. Key areas addressed include revising minimum qualifications and updating existing classifications, creating new classifications, and removing outdated roles. The project scope and objectives are as follows:

1. Modernization of Classifications: Revise all classifications to include contemporary elements such as supervision details, physical demands, and working conditions.
2. Alignment with Organizational Needs: Address outdated or overly broad classifications and create specialized roles where necessary.
3. Efficiency Improvements: Consolidate overlapping roles and remove unused or redundant classifications.
4. Inclusion of New Workstreams: Develop classifications for emerging and evolving functions.

DISCUSSION

Based on the findings from the study and input from the executive team on operational needs, Air District staff recommend the following:

1. Revision of Classification Standards

All classifications are updated with modernized language and a lens to diversity, equity and inclusion, including new sections for supervision details, physical demands, and working conditions. Minimum qualifications are streamlined to reflect essential entry-level requirements, ensuring relevance and reducing unnecessary barriers for candidates.

2. Revision of Classifications

Classifications are revised and updated to better reflect their scope of work. The following are the revised classifications:

Staff Attorney / Staff Attorney Trainee
Assistant Counsel I/II
Senior Assistant Counsel
Deputy Executive Officer
Manager II

3. Creation of New Classifications

New classifications are created to address emerging work areas and introduce new structure in the management classifications to better organize and distinguish level of work duties, responsibilities and risk, span of control, and complexity of work. The following are the proposed new classifications:

Assistant Deputy Executive Officer
*Director
*Officer
Manager I
Senior Manager

*The Director/Officer classification is separated into their own distinct classifications based on span of control and complexity of work.

4. Removal of Outdated Classifications and Roles

Some classifications are outdated, too narrow in scope, or have redundant roles. Creating the broader management classifications listed above is aimed to reduce inefficiencies, facilitate lateral mobility, and eliminate overlap across classifications. Working titles and specific qualifications for specific management roles can still be utilized as appropriate. The following are removed classifications:

- Air Monitoring Manager
- Air Quality Engineering Manager
- Air Quality Planning Manager
- Air Quality Program Manager
- Assistant Manager
- Audit and Special Projects Manager
- Business Manager
- Civil Rights Officer
- Communications Officer
- Deputy Air Pollution Control Officer
- Director of Administration
- Director of Communications and Outreach
- Director of Enforcement
- Director of Engineering
- Director of Information Services
- Director of Planning and Research
- Director of Public Information
- Director of Strategic Incentives
- Director of Technical Services
- Director/Officer
- Engineering Project Processing Manager
- Executive Operations Manager
- Finance Manager
- Fleet and Facilities Manager
- Health Officer
- Health and Science Officer
- Human Resources Manager
- Human Resources Officer
- Information Systems Manager
- Information Technology Officer
- Laboratory Manager
- Manager of Executive Operations
- Meteorology and Data Analysis Manager
- Research and Modeling Manager
- Senior Policy Advisor
- Strategic Facilities Planning Manager

A summary of proposed management classifications is included as follows:

Classifications	Recommendation
Staff Attorney / Staff Attorney Trainee	Revision
Assistant Counsel I/II	Revision
Senior Assistant Counsel	Revision
Manager I	New Classification
Manager II	Revision
Senior Manager	New Classification
Officer	New Classification
Director	New Classification
Assistant Deputy Executive Officer	New Classification
Deputy Executive Officer	Revision

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Lisa Baker and Judy Yu

Reviewed by: Hyacinth Hinojosa

ATTACHMENT(S):

1. Deputy Executive Officer
2. Assistant Deputy Executive Officer
3. Director
4. Officer
5. Senior Manager
6. Manager II
7. Manager I
8. Senior-Assistant-Counsel

- 9. Assistant-Counsel-I-II
- 10. Staff Attorney_Staff Attorney Trainee



CLASSIFICATION SPECIFICATION

Classification Specification Name: Deputy Executive Officer

Class Codes:

Salary Range: 169M

Bargaining Unit:

Established Date:

Revision Date:

CLASSIFICATION SUMMARY

Under executive direction, plans, organizes, coordinates, and directs multiple areas of the Air District, and develops and provides policy guidance and strategies.

DISTINGUISHING CHARACTERISTICS

This at-will class provides high-level strategic, technical, and policy direction in the management of the Air District's programs and activities for multiple divisions. Incumbents are accountable for overseeing and directing the accomplishment of goals and objectives of their assigned areas and for furthering Air District goals and objectives in an effective manner.

The Deputy Executive Officer is distinguished from the Executive Officer/Air Pollution Control Officer in that the latter has overall management responsibility for the District

SUPERVISION RECEIVED AND/OR EXERCISED

Supervision is provided by the Executive Officer/Air Pollution Control Officer. Responsible for direct supervision of staff.

EXAMPLES OF DUTIES

The following duties are typical for jobs in the class. They are for illustrative purposes only and do not reflect the full scope of job duties.

Provides designated technical, administration, and policy direction and support to the Executive Officer/ Air Pollution Control Officer (APCO) and the Air District Board.

Represents the Air District in varied situations with various groups and agencies both within and outside of the Air District.

Plans, organizes, coordinates and directs staff in the work of assigned divisions.

Directs the development and implementation of goals, objectives, policies, procedures, operations, and work standards for the department.

Directs and oversees the Air District's financial activities related to assigned division.

Directs the management of and makes policy recommendations regarding assigned divisions, programs, and activities.

Organizes and coordinates the development and implementation of projects and activities with internal and external stakeholders.

Supports the Executive Officer/APCO in Air District management and interactions with the Air District Board.

Ensures conformance with program schedules, budgets, and contracts.

Develops and presents technical and policy issues and recommendations to the Air District Board and the Executive Officer/APCO.

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

The items listed below are the minimum requirements for this classification.

Bachelor's degree from an accredited college or university in a job-related field and six years of professional level work experience, including four years of management experience. Some positions may require specialized training, education, and experience.

Any equivalent combination of education and experience that provides the necessary qualifications to successfully perform the duties of the position will be considered.

LICENSES AND CERTIFICATIONS:

None.

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

The minimum knowledge and skills needed to perform the essential duties of the classification.

Knowledge of:

Administrative principles and methods, including goal setting, program and budget development and implementation, and employee supervision.

Principles, practices, and program areas related to assigned divisions.

Social, political, and environmental issues influencing air quality management programs.

Applicable state and federal laws, rules, and regulations.

Principles and practices of effective public relations.

Current developments, literature, and sources of information regarding air quality management activities.

Skills in:

Planning, organizing, coordinating, and directing assigned programs and activities.

Selecting, motivating, and evaluating staff and providing for their training and professional development.

Developing and implementing goals, objectives, policies, procedures, work standards, and internal controls.

Analyzing complex technical and administrative problems, evaluating alternative solutions, and adopting effective courses of action.

Interpreting, explaining, and applying rules and regulations and state and federal laws.

Representing the organization effectively in contacts with the public, industry, and other agencies.

Establishing and maintaining effective working relationships to build and preserve trust and credibility with internal and external stakeholders.

Communicating effectively through excellent verbal, listening, and written communication

Preparing clear and concise reports, correspondence, and other written materials.

Exercising sound independent judgment within policy guidelines.

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical demands:

Some positions in this classification may require the following:

- Sitting for long periods of time and walking and/or standing is only required occasionally.
- View computer screens and type for prolonged periods of time.

Working conditions:

- Work is primarily performed in a typical office environment.
- May be required to work outside of standard working hours.
- Occasional local travel.

This classification specification outlines the general nature and level of work performed. It is not a complete list of all duties and responsibilities.



CLASSIFICATION SPECIFICATION

Classification Specification Name: Assistant Deputy Executive Officer

Class Codes:

Salary Range: TBD

Bargaining Unit:

Established Date:

Revision Date:

CLASSIFICATION SUMMARY

Under executive direction, plans, organizes, coordinates, and directs one of the largest divisions or areas of the Air District.

DISTINGUISHING CHARACTERISTICS

This at-will class provides high-level technical and policy direction in the administration and management of the Air District's programs and activities. Incumbents are accountable for coordinating the accomplishment of goals and objectives of assigned areas and for furthering Air District goals and objectives in an effective and efficient manner.

The Assistant Deputy Executive Officer is distinguished from the Deputy Executive Officer in that the latter has overall management responsibility for multiple divisions and reports directly to the Executive Officer/Air Pollution Control Officer.

SUPERVISION RECEIVED AND/OR EXERCISED

Supervision is provided by the Executive Officer/Air Pollution Control Officer or a Deputy Executive Officer. Responsible for direct supervision of staff.

EXAMPLES OF DUTIES

The following duties are typical for jobs in the class. They are for illustrative purposes only and do not reflect the full scope of job duties.

Provides designated technical, administration, and policy direction and support to the Air District.

Represents the Air District in varied situations with various groups and agencies both within and outside of the Air District.

Plans, organizes, coordinates, and directs staff in the work of assigned divisions.

Directs and oversees broad policy direction.

Directs the development and implementation of goals, objectives, policies, procedures, operations, and work standards for assigned divisions.

Directs and oversees the Air District's financial activities related to assigned division.

Directs the management of and makes policy recommendations regarding assigned divisions, programs, and activities.

Organizes and coordinates the development and implementation of projects and activities with other agencies.

Supports the Air District management and interactions with the Air District Board.

Ensures conformance with program schedules, budgets, and contracts.

Develops and presents technical and policy issues and recommendations to the Air District Board and executive management.

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

The items listed below are the minimum requirements for this classification.

Bachelor's degree from an accredited college or university in a job related field and six years of professional level work experience, including four years of management experience. Some positions may require specialized training, education, and experience.

Any equivalent combination of education and experience that provides the necessary qualifications to successfully perform the duties of the position will be considered.

LICENSES AND CERTIFICATIONS:

None.

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

The minimum knowledge and skills needed to perform the essential duties of the classification.

Knowledge of:

Administrative principles and methods, including goal setting, program and budget development and implementation, and employee supervision.

Principles, practices, and program areas related to assigned divisions.

Social, political, and environmental issues influencing air quality management programs.

Applicable state and federal laws, rules, and regulations.

Principles and practices of effective public relations.

Current developments, literature, and sources of information regarding air quality management activities.

Skills in:

Planning, organizing, coordinating, and directing assigned programs and activities.

Selecting, motivating, and evaluating staff and providing for their training and professional development.

Developing and implementing goals, objectives, policies, procedures, work standards, and internal controls.

Analyzing complex technical and administrative problems, evaluating alternative solutions, and adopting effective courses of action.

Interpreting, explaining and applying rules and regulations and state and federal laws.

Representing the organization effectively in contacts with the public, industry, and other agencies.

Establishing and maintaining effective working relationships to build and preserve trust and credibility with internal and external stakeholders.

Communicating effectively through excellent verbal, listening, and written communication

Preparing clear and concise reports, correspondence, and other written materials.

Exercising sound independent judgment within policy guidelines.

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical demands:

Some positions in this classification may require the following:

- Sitting for long periods of time and walking and/or standing is only required occasionally.
- View computer screens and type for prolonged periods of time.

Working conditions:

- Work is primarily performed in a typical office environment.
- May be required to work outside of standard working hours.
- Occasional local travel.

This classification specification outlines the general nature and level of work performed. It is not a complete list of all duties and responsibilities.



CLASSIFICATION SPECIFICATION

Classification Specification Name: Director

Class Codes:

Salary Range: 156M

Bargaining Unit:

Established Date:

Revision Date:

CLASSIFICATION SUMMARY

Under executive direction, plans, organizes, coordinates, and directs a medium or large division of the Air District.

DISTINGUISHING CHARACTERISTICS

This class reports directs all activities of a medium or large division. Incumbents operate within a broad policy framework and assume sole responsibility for a functional area(s) of service. Incumbents coordinate and implement program planning, and define organizational structure, staffing requirements, resource allocation, and identification of future resource needs. Incumbents provide subject matter expertise and interface with all managerial levels within the agency and outside agencies and serve as representatives of the division in meetings involving policies, procedures, operation, and administrative systems.

The Director is distinguished from the Assistant Deputy Executive Officer in that the latter has overall managerial responsibility for a large division or area of the Air District.

SUPERVISION RECEIVED AND/OR EXERCISED

Supervision is provided by the Assistant Deputy Executive Officer or Deputy Executive Officer. Responsible for direct supervision of staff.

EXAMPLES OF DUTIES

The following duties are typical for jobs in the class. They are for illustrative purposes only and do not reflect the full scope of job duties.

Directs, plans, monitors, and evaluates the goals, operations, policies, procedures, and work standards of a division.

Plans, organizes, administers, reviews, and evaluates the activities of assigned staff. Coaches assigned staff for career development and performance improvement.

Selects personnel and provides for their training and professional development.

Provides technical and managerial direction to Air District staff and others.

Directs the allocation of resources to achieve timely outcomes and measurable goals within budget. Adjusts plans and programs to meet emerging or new programs, while continuing to address major agency priorities.

Monitors and evaluates the effectiveness and efficiency of the division's operations, organizational structure, staffing levels, systems, and other internal policies and procedures. Recommends alternative approaches and implements changes.

Represents the Air District at meetings with the public, industry, and other agencies. Serves as the liaison for the agency.

Plans, develops, implements, or directs major or complex projects or programs. Directs the research of complex and highly technical issues, analyzes alternative solutions or approaches, and recommends most effective course of action.

Directs and oversees the preparation and administration of the division's budget.

Develops and presents technical, policy, operational, or administrative issues and recommendations to the Air District Board and executive management.

Reviews and analyzes division and agency reports. Directs the preparation of monthly and annual reports. Directs the gathering and analysis of information and evaluates processes.

Assists in the identification, development, and implementation of agency goals, objectives, policies, and priorities.

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

The items listed below are the minimum requirements for this classification.

A typical way to obtain the knowledge and skills is:

Bachelor's degree from an accredited college or university in job-related field and six years of professional level work experience, including three years of management experience. Some positions may require specialized training, education and experience.

Any equivalent combination of education and experience that provides the necessary qualifications to successfully perform the duties of the position will be considered.

LICENSES AND CERTIFICATIONS:

None.

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

The minimum knowledge and skills needed to perform the essential duties of the classification.

Knowledge of:

Administrative principles and practices, including goal setting and program and budget development.

Principles and practices of employee supervision, including selection, training, work evaluation and performance management.

Principles and practices of effective public relations.

Applicable local, state, and federal laws, rules, and regulations.

Methods and techniques of research, statistical analysis, and report presentation.

Skills in:

Planning, organizing, assigning, directing, reviewing and evaluating the work of assigned staff.

Selecting and motivating staff and providing for their training and professional development.

Interpreting, explaining and applying Air District rules and regulations and local, state, and federal laws.

Representing the Air District effectively in contacts with the public, industry, and other agencies.

Analyzing complex technical, scientific, and administrative problems. Evaluating alternative solutions and adopting effective courses of action.

Establishing and maintaining effective working relationships to build and preserve trust and credibility with internal and external stakeholders.

Communicating effectively through excellent verbal, listening, and written communication

Preparing clear and concise reports, correspondence, and other written materials.

Exercising sound independent judgment within policy guidelines.

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical demands:

Some positions in this classification may require the following:

- Sitting for long periods of time and walking and/or standing is only required occasionally.
- View computer screens and type for prolonged periods of time.

Working conditions:

- Work is primarily performed in a typical office environment.
- May be required to work outside of standard working hours.
- Some local travel.

This classification specification outlines the general nature and level of work performed. It is not a complete list of all duties and responsibilities.



CLASSIFICATION SPECIFICATION

Classification Specification Name: Officer

Class Codes:

Salary Range: 156M

Bargaining Unit:

Established Date:

Revision Date:

CLASSIFICATION SUMMARY

Under executive direction, plans, organizes, coordinates, and directs a small division of the Air District.

DISTINGUISHING CHARACTERISTICS

This class reports directs all activities of a small division. Incumbents operate within a broad policy framework and assume sole responsibility for a functional area(s) of service. Incumbents coordinate and implement program planning, and define organizational structure, staffing requirements, resource allocation, and identification of future resource needs. Incumbents provide subject matter expertise and interface with all managerial levels within the agency and outside agencies and serve as representatives of the division in meetings involving policies, procedures, operation, and administrative systems.

The Officer is distinguished from the Director in that the latter has overall managerial responsibility for medium to large division of the Air District.

SUPERVISION RECEIVED AND/OR EXERCISED

Supervision is provided by the Assistant Deputy Executive Officer or Deputy Executive Officer. Responsible for direct supervision of staff.

EXAMPLES OF DUTIES

The following duties are typical for jobs in the class. They are for illustrative purposes only and do not reflect the full scope of job duties.

Directs, plans, monitors, and evaluates the goals, operations, policies, procedures, and work standards of a division.

Plans, organizes, administers, reviews, and evaluates the activities of assigned staff. Coaches assigned staff for career development and performance improvement.

Selects personnel and provides for their training and professional development.

Provides technical and managerial direction to Air District staff and others.

Directs the allocation of resources to achieve timely outcomes and measurable goals within budget. Adjusts plans and programs to meet emerging or new programs, while continuing to address major agency priorities.

Monitors and evaluates the effectiveness and efficiency of the division's operations, organizational structure, staffing levels, systems, and other internal policies and procedures. Recommends alternative approaches and implements changes.

Represents the Air District at meetings with the public, industry, and other agencies. Serves as the liaison for the agency.

Plans, develops, implements, or directs major or complex projects or programs. Directs the research of complex and highly technical issues, analyzes alternative solutions or approaches, and recommends most effective course of action.

Directs and oversees the preparation and administration of the division's budget.

Develops and presents technical, policy, operational, or administrative issues and recommendations to the Air District Board and executive management.

Reviews and analyzes division and agency reports. Directs the preparation of monthly and annual reports. Directs the gathering and analysis of information and evaluates processes.

Assists in the identification, development, and implementation of agency goals, objectives, policies, and priorities.

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

The items listed below are the minimum requirements for this classification.

A typical way to obtain the knowledge and skills is:

Bachelor's degree from an accredited college or university in job-related field and six years of professional level work experience, including three years of supervisory experience. Some positions may require specialized training, education and experience.

Any equivalent combination of education and experience that provides the necessary qualifications to successfully perform the duties of the position will be considered.

LICENSES AND CERTIFICATIONS:

None.

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

The minimum knowledge and skills needed to perform the essential duties of the classification.

Knowledge of:

Administrative principles and practices, including goal setting and program and budget development.

Principles and practices of employee supervision, including selection, training, work evaluation, and performance management.

Principles and practices of effective public relations.

Applicable local, state, and federal laws, rules and regulations.

Methods and techniques of research, statistical analysis, and report presentation.

Skills in:

Planning, organizing, assigning, directing, reviewing and evaluating the work of assigned staff.

Selecting and motivating staff and providing for their training and professional development.

Interpreting, explaining and applying Air District rules and regulations and local, state, and federal laws.

Representing the Air District effectively in contacts with the public, industry, and other agencies.

Analyzing complex technical, scientific, and administrative problems. Evaluating alternative solutions and adopting effective courses of action.

Establishing and maintaining effective working relationships to build and preserve trust and credibility with internal and external stakeholders.

Communicating effectively through excellent verbal, listening, and written communication

Preparing clear and concise reports, correspondence, and other written materials.

Exercising sound independent judgment within policy guidelines.

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical demands:

Some positions in this classification may require the following:

- Sitting for long periods of time and walking and/or standing is only required occasionally.
- View computer screens and type for prolonged periods of time.

Working conditions:

- Work is primarily performed in a typical office environment.
- May be required to work outside of standard working hours.
- Some local travel.

This classification specification outlines the general nature and level of work performed. It is not a complete list of all duties and responsibilities.



CLASSIFICATION SPECIFICATION

Classification Specification Name: Senior Manager

Class Codes:

Salary Range: TBD

Bargaining Unit:

Established Date:

Revision Date:

CLASSIFICATION SUMMARY

Under administrative direction, performs mid-level management duties with responsibility for multiple and more complex sections, or defined functional areas.

DISTINGUISHING CHARACTERISTICS

This class assumes responsibility for more complex sections, programs, or functional areas. Incumbents in this class make decisions which impact the daily operations and implementation of established procedures and policies of the related sections and solve problems requiring analyses of issues that may result in deviations from routine processes, new technology, and additional resources. Incumbents make recommendations for program planning and directing, as well as organizing new and future resource needs.

The Senior Manager is distinguished from the Officer or Director in that the latter has overall managerial responsibility for a division.

SUPERVISION RECEIVED AND/OR EXERCISED

Supervision is provided by the Officer or Director. Responsible for direct supervision of staff.

EXAMPLES OF DUTIES

The following duties are typical for jobs in the class. They are for illustrative purposes only and do not reflect the full scope of job duties.

Develops and implements goals, objectives, policies, procedures, and work standards for the assigned programs.

Directs, organizes, assigns, reviews, and evaluates the work of assigned staff. Selects and trains staff and provides for their professional development.

Directs the preparation, maintenance, verification, and reconciliation of a wide variety of reports.

Develops, reviews, and recommends improved methods and procedures.

Directs the maintenance of and maintains accurate records. Prepares clear and concise correspondence and other written materials.

Analyzes technical issues, prepares and presents reports, and recommendations regarding operational and policy issues to the Board, various committees, and other groups.

Analyzes and reviews local, state, and federal legislation to determine its impact on the Air District.

Responds to requests for public information regarding the Air District's policies, procedures, and operations.

Prepares budgets, objectives, and strategic goals of the assigned programs.

Represents the Air District and assists the Director or Officer as assigned.

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

The items listed below are the minimum requirements for this classification.

Bachelor's degree from an accredited college or university in a job-related field and five years of professional level work experience of which at least three years at a supervisory level. Some positions may require specialized training, education, and experience.

Any equivalent combination of education and experience that provides the necessary qualifications to successfully perform the duties of the position will be considered.

LICENSES AND CERTIFICATIONS:

None.

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

The minimum knowledge and skills needed to perform the essential duties of the classification.

Knowledge of:

Administrative and managerial principles and practices, including goal setting, program, and budget development and implementation.

Principles and practices of employee supervision, including selection, training, work evaluation, and performance management.

Applicable federal, state, and local laws, rules, and regulations.

Skills in:

Planning, assigning, supervising, reviewing, and evaluating the work of assigned staff.

Selecting and motivating staff and providing for their training and professional development.

Reviewing and verifying the accuracy of data and associated documents.

Preparing clear, concise, and complete reports and other written correspondence.

Recommending and implementing improved methods and procedures.

Interpreting and applying complex rules, regulations, and ordinances.

Using computer software applications, including Microsoft Word, Excel, and PowerPoint.

Establishing and maintaining effective working relationships to build and preserve trust and credibility with internal and external stakeholders.

Communicating effectively through excellent verbal, listening, and written communication

Exercising sound independent judgement within general policy guidelines.

Making effective presentations to the Board, the public, and other groups.

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical demands:

Some positions in this classification may require the following:

- Sitting for long periods of time and walking and/or standing is only required occasionally.
- View computer screens and type for prolonged periods of time.

Working conditions:

- Work is primarily performed in a typical office environment.
- May be required to work outside of standard working hours.
- Occasional local travel.

This classification specification outlines the general nature and level of work performed. It is not a complete list of all duties and responsibilities.

CLASSIFICATION SPECIFICATION

Classification Specification Name: Manager II

Class Codes:

Salary Range: 148M

Bargaining Unit:

Established Date:

Revision Date:

CLASSIFICATION SUMMARY

Under administrative direction, performs management duties with responsibility for a program, section or defined functional area.

DISTINGUISHING CHARACTERISTICS

The Manager II is the journey level in this manager series and assumes responsibility for a section, program, or functional area. Incumbents in this class make decisions which impact the daily operations and implementation of established procedures and policies of the related sections and solve problems requiring analyses of issues that may result in deviations from routine processes, new technology, and additional resources. Incumbents make recommendations for program planning and directing, as well as organizing new and future resource needs.

The Manager II is distinguished from Senior Manager in that the latter has mid-level managerial responsibilities over multiple and more complex programs, sections, or functional areas.

SUPERVISION RECEIVED AND/OR EXERCISED

Supervision is provided by Senior Manager, Officer, or Director. Responsible for direct supervision of staff.

EXAMPLES OF DUTIES

The following duties are typical for jobs in the class. They are for illustrative purposes only and do not reflect the full scope of job duties.

Develops and implements goals, objectives, policies, procedures, and work standards for the assigned programs.

Directs, organizes, assigns, reviews, and evaluates the work of assigned staff. Selects and trains staff and provides for their professional development.

Directs the preparation, maintenance, verification, and reconciliation of a wide variety of reports.

Develops, reviews, and recommends improved methods and procedures.

Directs the maintenance of and maintains accurate records. Prepares clear and concise reports, correspondence, and other written materials.

Analyzes technical issues, prepares and presents recommendations regarding operational and policy issues to the Board, various committees, and other groups.

Analyzes and reviews local, state, and federal legislation to determine its impact on the Air District.

Responds to requests for public information regarding the Air District's policies, procedures, and operations.

Prepares budgets, objectives, and strategic goals of the assigned programs. Manages contracts, monitors expenditures and prepares financial reporting for the assigned programs.

Represents the Air District and assists the management as assigned.

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

The items listed below are the minimum requirements for this classification.

Bachelor's degree from an accredited college or university in a job-related field and five years of professional level work experience of which at least two years at a supervisory level. Some positions may require specialized training, education, and experience.

Any equivalent combination of education and experience that provides the necessary qualifications to successfully perform the duties of the position will be considered.

LICENSES AND CERTIFICATIONS:

None.

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

The minimum knowledge and skills needed to perform the essential duties of the classification.

Knowledge of:

Administrative and managerial principles and practices, including goal setting, program and budget development and implementation.

Principles and practices of employee supervision, including selection, training, work evaluation, and performance management.

Program management.

Applicable federal, state, and local laws, rules, and regulations.

Skills in:

Planning, assigning, supervising, reviewing, and evaluating the work of assigned staff.

Selecting and motivating staff and providing for their training and professional development.

Reviewing and verifying the accuracy of data and associated documents.

Preparing clear, concise, and complete reports and other written correspondence.

Planning, coordinating, and managing programs.

Recommending and implementing improved methods and procedures.

Interpreting and applying complex rules, regulations, and ordinances.

Using computer software applications, including Microsoft Word, Excel, and PowerPoint.

Establishing and maintaining effective working relationships to build and preserve trust and credibility with internal and external stakeholders.

Communicating effectively through excellent verbal, listening, and written communication

Exercising sound independent judgement within general policy guidelines.

Making effective presentations to the Board, the public, and other groups.

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical demands:

Some positions in this classification may require the following:

- Sitting for long periods of time and walking and/or standing is only required occasionally.
- View computer screens and type for prolonged periods of time.

Working conditions:

- Work is primarily performed in a typical office environment.
- May be required to work outside of standard working hours.
- Occasional local travel.

This classification specification outlines the general nature and level of work performed. It is not a complete list of all duties and responsibilities.



CLASSIFICATION SPECIFICATION

Classification Specification Name: Manager I

Class Codes:

Salary Range: TBD

Bargaining Unit:

Established Date:

Revision Date:

CLASSIFICATION SUMMARY

Under direction, performs management duties with responsibility for a project or defined functional area.

DISTINGUISHING CHARACTERISTICS

Manager I is the entry level in this manager series and assumes responsibility for a project or functional area. This class assists management in making decisions which impact the daily operations and implementation of established procedures and policies. Incumbents assume responsibility for special projects or functional areas and may directly supervise staff, dependent on the needs of the assigned area, often in a matrixed capacity.

The Manager I is distinguished from Manager II in that the latter has direct and broader scope of managerial responsibility for programs, sections, or functional areas of the Air District. The Manager I is not alternatively staffed with Manager II.

SUPERVISION RECEIVED AND/OR EXERCISED

Supervision is provided by the Manager II, Senior Manager, Officer, or Director.
Responsible for direct supervision of staff.

EXAMPLES OF DUTIES

The following duties are typical for jobs in the class. They are for illustrative purposes only and do not reflect the full scope of job duties.

Assists in the development, implementation, and administration of goals, objectives, policies, procedures, and work standards for an assigned area.

Directs, organizes, assigns, reviews, and evaluates the work of assigned staff. Selects and trains staff and provides for their professional development.

Directs the preparation, maintenance, verification, and reconciliation of a wide variety of records and reports.

Develops, reviews, and recommends improved methods and procedures.

Prepares clear and concise reports, correspondence, and other written materials.

Analyzes technical issues. Prepares and presents reports and recommendations regarding operational and policy issues to the Board and various committees and other groups.

Coordinates budget preparation, monitors expenditures, and prepares financial reporting for the assigned project. Manages, tracks, and monitors contracts.

Analyzes and reviews local, state, and federal legislation to determine its impact on the Air District.

Responds to requests for public information regarding the Air District's policies, procedures, and operations.

Represents the Air District and assists management as assigned.

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

The items listed below are the minimum requirements for this classification.

Bachelor's degree from an accredited college or university in a job-related field and four years of professional level work experience of which at least two years at a lead level managing projects. Some positions may require specialized training, education, and experience.

Any equivalent combination of education and experience that provides the necessary qualifications to successfully perform the duties of the position will be considered.

LICENSES AND CERTIFICATIONS:

None.

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

The minimum knowledge and skills needed to perform the essential duties of the classification.

Knowledge of:

Administrative and managerial principles and practices, including goal setting and program and budget development and implementation.

Principles and practices of employee supervision, including selection, training, work evaluation, and performance management.

Project management.

Applicable federal, state, and local laws, rules, and regulations.

Skills in:

Planning, assigning, supervising, reviewing, and evaluating the work of assigned staff.

Selecting and motivating staff. Training staff in work procedures.

Reviewing and verifying the accuracy of data and associated documents.

Preparing clear, concise, and complete reports and other written correspondence.

Planning, coordinating, and managing projects.

Recommending and implementing improved methods and procedures.

Interpreting and applying complex rules, regulations, and ordinances.

Using computer software applications, including Microsoft Word and Excel.

Establishing and maintaining effective working relationships to build and preserve trust and credibility with internal and external stakeholders.

Communicating effectively through excellent verbal, listening, and written communication

Exercising sound independent judgement within general policy guidelines.

Making effective presentations to the Board, the public, and other groups.

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical demands:

Some positions in this classification may require the following:

- Sitting for long periods of time and walking and/or standing is only required occasionally.
- View computer screens and type for prolonged periods of time.

Working conditions:

- Work is primarily performed in a typical office environment.
- May be required to work outside of standard working hours.
- Occasional local travel.

This classification specification outlines the general nature and level of work performed. It is not a complete list of all duties and responsibilities.



CLASSIFICATION SPECIFICATION

Classification Specification Name: Senior Assistant Counsel

Class Codes:

Salary Range: 157M

Bargaining Unit:

Established Date:

Revision Date:

CLASSIFICATION SUMMARY

Under general direction, assists in administering and coordinating all phases of legal work for the Legal Division. Performs the most specialized, complex, and sensitive legal work and supervises legal or support staff.

DISTINGUISHING CHARACTERISTICS

This at-will class has responsibility for assisting the General Counsel with departmental administrative matters and for handling serious, controversial and complex legal matters. In addition, the Senior Assistant Counsel provides advice and counsel to the Board of Directors, Board Committees, the Hearing Board, the Advisory Council, the Community Advisory Council, and Air District management. This class supervises a team of Assistant Counsel I/II. This class is distinguished from the General Counsel in that the latter has overall management and administrative responsibility for all Air District legal matters.

SUPERVISION RECEIVED AND/OR EXERCISED

Supervision is provided by the General Counsel. Responsible for direct supervision of staff.

EXAMPLES OF DUTIES

The following duties are typical for jobs in the class. They are for illustrative purposes only and do not reflect the full scope of job duties.

Assists in the development and implementation of goals, objectives, policies, procedures and work standards for the Legal Division.

Plans, organizes, assigns, reviews, and evaluates the work of professional and support staff.

Prepares performance evaluations for assigned staff, participates in the selection of assigned staff, and provides for their training and professional development.

Provides technical advice to attorneys and cross-departmental Air District staff.

Confers with and advises Air District departments and prepares legal opinions concerning their duties, powers, functions, and obligations.

Represents the Air District in court cases encompassing a wide variety of complex environmental legal issues including all phases of pretrial, trial, and appellate work in state and federal courts.

Reviews and analyzes Notice of Violation investigation reports and other evidence to evaluate the strength of legal enforcement cases. Handles the more complex and difficult litigation and negotiations.

Monitors legal developments, including legislation and court decisions related to environmental law, and evaluates their impact upon Air District operations.

Prepares pleadings, motions, ordinances, resolutions, contracts, leases, permits, and other legal documents.

Attends meetings of the Board of Directors, the Hearing Boards, the Advisory Council, the Community Advisory Council, and other commissions and committees as required.

Assists in the administration of the Division's budget.

Develops and implements special programs, projects, and assignments.

Acts as the General Counsel on a relief basis.

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

The items listed below are the minimum requirements for this classification.

Law degree and four years of experience as an attorney engaged in the practice of environmental law, preferably with a public agency in California, including one year of lead or supervisory experience.

Any equivalent combination of education and experience that provides the necessary qualifications to successfully perform the duties of the position will be considered.

LICENSES AND CERTIFICATIONS:

Must be a member in good standing of the State Bar of California.

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

The minimum knowledge and skills needed to perform the essential duties of the classification.

Knowledge of:

Laws, principles, and procedures of civil law, particularly California environmental and administrative law, related to enforcement, negotiation, and civil litigation, including strategy.

A basic understanding of many other areas of law, such as contracts, tax, employment, and civil rights.

Procedures, practices, and effective techniques in the preparation and presentation of cases, including judicial and administrative procedures and rules of evidence.

Principles, methods, and practices of legal research and investigation.

Principles, methods, and techniques of personnel management.

Pleadings, practices, and effective techniques in the presentation of court cases.

Responsibilities and obligations of public officials and administrative agencies.

State and federal rules, regulations, and laws.

Rules of procedure governing the conduct of hearings before administrative bodies.

Basic budgetary principles and practices.

California Rules of Professional Conduct.

Skills in:

Planning, organizing, directing, and reviewing the work of assigned staff.

Providing training and technical assistance to staff.

Defining and identifying potential legal issues and areas of potential legal risk, performing legal research, analyzing legal questions, evaluating alternatives, and making appropriate recommendations.

Presenting statements of fact, law, and argument clearly and logically to those with and without legal knowledge.

Developing and implementing goals, objectives, policies, procedures and work standards.

Performing complex legal research, analyzing multi-faceted problems, evaluating alternatives, and making sound recommendations.

Exercising sound, independent judgement.

Analyzing and applying legal principles and precedents and making effective court and hearing presentations.

Representing an organization effectively in hearings, courts of law, and meetings with others.

Preparing clear, concise, and complete legal documentation and reports, correspondence, and other written materials.

Establishing and maintaining effective working relationships with those contracted in the course of the work.

PHYSICAL DEMANDS AND WORKING CONDITIONS**Physical demands:**

Some positions in this classification may require the following:

- Sitting for long periods of time; walking and/or standing is only required occasionally.
- Viewing computer screens and type for prolonged periods of time.

Working conditions:

Incumbents perform work in an office setting with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances.

- Work is primarily performed in a typical office environment.

This classification specification outlines the general nature and level of work performed. It is not a complete list of all duties and responsibilities.

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CLASSIFICATION SPECIFICATION

Classification Specification Name: Assistant Counsel I/II

Class Codes:

Salary Range: Assistant Counsel I – 149M

Assistant Counsel II – 153M

Bargaining Unit:

Established Date:

Revision Date:

CLASSIFICATION SUMMARY

Under general direction, performs legal work of a routine to complex nature representing the Air District and providing advice and counsel to the Board of Directors, Board Committees, the Advisory Council, the Community Advisory Council, the Hearing Board, and Air District management and staff.

DISTINGUISHING CHARACTERISTICS

Assistant Counsel I is the entry level in this specialized attorney series. It is designed to allow an experienced civil attorney to gain specific environmental law experience. This class is alternately staffed with Assistant Counsel II and incumbents may advance to the higher level after gaining experience and demonstrating proficiency that meet the qualification of the higher-level class.

Assistant Counsel II is the journey level class of this specialized series, fully competent to perform a wide range of environmental law work. This class is responsible for providing effective legal counsel in complex and controversial environmental law matters. This class is distinguished from Senior Assistant Counsel in that the latter assists in administering and coordinating all phases of legal work for the Legal Division and supervises staff.

SUPERVISION RECEIVED AND/OR EXERCISED

Supervision is provided by a supervisor or manager. No supervision is exercised over others.

EXAMPLES OF DUTIES

The following duties are typical for jobs in the class. They are for illustrative purposes only and do not reflect the full scope of job duties.

Provides technical legal advice to attorneys and cross-departmental Air District staff, including the Deputy Executive Officers, on permitting, compliance, rule development, contracts, and other complex and difficult legal issues.

Reviews and analyzes Notice of Violation (NOV) reports and other evidence to evaluate strength of legal enforcement cases and make recommendations for resolution. Handles routine to difficult litigation and negotiations.

Researches and prepares settlement agreements, litigation hold notices, tolling agreements, and other legal documents, memos, and correspondence.

Prepares and tries routine to difficult cases, often involving a specialized body of law.

Represents the Air District in court and in administrative hearings before boards and commissions and state and federal agencies.

Attends Air District departmental, Board, committee, and council meetings to provide legal advice on a variety of matters.

Liaises with outside counsel on litigation matters, including case strategies and court filings.

Develops and implements strategies for resolution of enforcement cases, including assessing penalties and achieving compliance.

Investigates and prepares reports regarding claims by and against the Air District and recommends actions to be taken.

Reviews ordinances, resolutions, contracts, and other documents for legal sufficiency. Recommends modifications as required.

Maintains accurate records and files and compiles reports of work performed.

Monitors legal developments, including proposed legislation and court decisions, and evaluates their impact on Air District operations and recommends appropriate action.

Responds to subpoenas and public records requests as necessary.

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

The items listed below are the minimum requirements for this classification.

Assistant Counsel I: Law degree and two years of experience as an attorney engaged in the practice of civil law, preferably involving environmental law, and preferably with a public agency.

Assistant Counsel II: In addition to the above, two additional years of experience as an attorney engaged in the practice of environmental law or a related field of administrative or regulatory law, preferably with a public agency in California.

Any equivalent combination of education and experience that provides the necessary qualifications to successfully perform the duties of the position will be considered.

LICENSES AND CERTIFICATIONS:

Must be a member in good standing of the State Bar of California.

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

The minimum knowledge and skills needed to perform the essential duties of the classification.

Knowledge of:

Laws, principles, and procedures of civil law, particularly environmental law.

Procedures, practices, and effective techniques in the presentation of cases including judicial and rules of evidence.

Principles, methods, and techniques of legal research and investigation.

State and federal rules, regulations, and laws.

Responsibilities and obligations of public officials and administrative agencies.

Rules of procedure governing the conduct of hearings before administrative bodies.

California Rules of Professional Conduct.

Skills in:

Defining and identifying potential legal issues and areas of potential legal risk, performing legal research, analyzing legal questions, evaluating alternatives, and making appropriate recommendations.

Presenting statements of fact, law, and argument clearly and logically to those with and without legal knowledge.

Exercising independent judgment.

Interpreting state and federal laws affecting operations.

Representing an organization effectively in hearings, courts of law, and meetings with others.

Preparing clear, concise, and legally sufficient resolutions, ordinances, contracts, leases, permits, reports, correspondence, and other written materials.

Establishing and maintaining effective working relationships with those contacted in the course of the work.

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical demands:

Some positions in this classification may require the following:

- Sitting for long periods of time; walking and/or standing is only required occasionally.
- Viewing computer screens and type for prolonged periods of time.

Working conditions:

- Work is primarily performed in a typical office environment.

This classification specification outlines the general nature and level of work performed. It is not a complete list of all duties and responsibilities.



CLASSIFICATION SPECIFICATION

Classification Specification Name: Staff Attorney/Staff Attorney Trainee

Class Codes:

Salary Range: Staff Attorney – 145M

Staff Attorney Trainee – 129M

Bargaining Unit:

Established Date:

Revision Date:

CLASSIFICATION SUMMARY

Under direct supervision, performs standard, routine legal work representing the Air District, provides advice and counsel to Air District management and staff, and performs related work as assigned. For the Staff Attorney Trainee level, provides supervised assistance to Air District attorneys in performing such work without engaging in the practice of law themselves.

DISTINGUISHING CHARACTERISTICS

Staff Attorney

Staff Attorney is the entry-level attorney classification and is designed to allow a new attorney to gain specific environmental law experience. Incumbents receive direct guidance and supervision in the performance of their duties. Assignments at this level require the ability to handle routine problems under general supervision. This class is distinguished from Assistant Counsel I/II in that the latter oversees cases more complex in nature.

Staff Attorney Trainee

Staff Attorney Trainee is the trainee-level attorney classification, intended for new lawyers who have completed their legal education and are in the process of being admitted to the bar. Incumbents in this class provide supervised assistance to Air District attorneys with work on routine legal assignments while learning and following Air District policies and procedures and gaining specialized legal knowledge relating to air quality. Incumbents work under the supervision of an attorney and do not engage in the practice of law.

SUPERVISION RECEIVED AND/OR EXERCISED

Supervision is provided by a manager. No supervision is exercised over others.

EXAMPLES OF DUTIES

The following duties are typical for jobs in the class. They are for illustrative purposes only and do not reflect the full scope of job duties.

Staff Attorney

Prepares and tries routine legal cases, often involving a specialized body of law.

Researches legal problems and prepares and reviews legal documents, including opinions, briefs, ordinances, resolutions, and contracts.

Advises Air District departmental management regarding District authority, jurisdiction, functions and operational procedures.

Represents the Air District in court and in administrative hearings before boards and commissions and state and federal agencies.

Attends Air District departmental, Board, committee, and council meetings and provides legal advice on a variety of matters.

Investigates and prepares reports regarding claims by and against the Air District and recommends actions to be taken.

Reviews ordinances, resolutions, contracts and other documents for legal sufficiency; recommends modifications as required.

Maintains accurate records and files and compiles reports of work performed.

Monitors legal developments, including proposed legislation and court decisions; evaluates their impact on Air District operations.

Performs other duties as assigned.

Staff Attorney Trainee

Conducts legal research and prepares legal memoranda for review by attorneys.

Assists attorneys in the preparation of routine cases, often involving a specialized body of law.

Assists attorneys in reviewing air quality regulations and policies.

Monitors legal developments, including proposed legislation and court decisions, considers their impact on the Air District operations, and reports to supervising attorneys.

Attends and participates in Air District departmental, Board, committee, and council meetings.

Maintains, organizes, and tracks accurate records and compiles reports of work performed.

Supports special projects as needed.

Performs related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

The items listed below are the minimum requirements for this classification.

Staff Attorney and Staff Attorney Trainee

Equivalent to a bachelor's degree from an accredited college or university and a law degree from an accredited law school.

Any equivalent combination of education and experience that provides the necessary qualifications to successfully perform the duties of the position will be considered.

LICENSES AND CERTIFICATIONS:

Staff Attorney

Must be a member in good standing of the State Bar of California.

Staff Attorney Trainee

Must be in the process of gaining admission to the California bar (including studying for, taking, and passing the bar exam and fulfilling all related requirements for admission). The exam must be successfully completed, and bar admission obtained, within twelve months of hire.

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

The minimum knowledge and skills needed to perform the essential duties of the classification.

Knowledge of:

Laws, principles, and procedures of civil law, with a basic knowledge of environmental law principles helpful but not required.

Procedures, practices and effective techniques in the presentation of cases.

Judicial procedures and rules of evidence.

Principles, methods and techniques of legal research, analysis and investigation.

Responsibilities and obligations of public officials and administrative agencies.

Rules of procedure governing the conduct of hearings before administrative bodies.

California Rules of Professional Conduct

Skills in:

Defining and identifying potential legal issues, performing legal research, analyzing legal questions, evaluating alternatives, and making appropriate recommendations.

Presenting statements of fact, law and argument clearly and logically to those without legal knowledge.

Exercising independent judgment within general policy guidelines and legal parameters.

Interpreting state and federal laws affecting Air District operations.

Representing an organization effectively in hearings, courts of law and meetings with others.

Preparing clear, concise and legally sufficient resolutions, ordinances, contracts, leases, permits, reports, correspondence and other written materials.

Establishing and maintaining effective working relationships with those contacted during the attorney's work.

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical demands:

Some positions in this classification may require the following:

- Sitting for long periods of time; walking and/or standing is required only occasionally.
- Viewing computer screens and typing for prolonged periods of time.
- Occasionally lifting or moving up to 25 pounds.

Working conditions:

- Work is primarily performed in a typical office environment.

This classification specification outlines the general nature and level of work performed. It is not a complete list of all duties and responsibilities.

BAY AREA AIR DISTRICT
Memorandum

To: Chairperson Lynda Hopkins and Members
of the Board of Directors

From: Philip M. Fine
Executive Officer/APCO

Date: May 7, 2025

Re: Transportation Fund for Clean Air 40% Fund Allocation and Expenditure
Plans for Fiscal Year Ending 2026

RECOMMENDED ACTION

1. Approve proposed allocation and expenditure plans for the estimated new Transportation Fund for Clean Air (TFCA) revenue to each of the nine Administering Agencies for Fiscal Year Ending (FYE) 2026 that will be funded by the 40% portion of the TFCA, as listed in Column A of Table 1; and
2. Authorize the Executive Officer/APCO to enter into funding agreements with the Administering Agencies for TFCA revenues that will be paid for by the 40% portion of the TFCA to be programmed in FYE 2026 as listed in Column C of Table 1.

The Policy, Grants, and Technology Committee recommended approval of this item at its meeting on April 16, 2025.

BACKGROUND

In 1991, the California State Legislature authorized the California Department of Motor Vehicles (DMV) to impose a \$4 surcharge on motor vehicles registered within the nine-county Bay Area to fund projects that reduce on-road motor vehicle emissions within the Bay Area Air Quality Management District's jurisdiction. The legislative requirements that enable the use of the funds are codified in California Health and Safety Code (HSC) Sections 44241, 44241.5 and 44242. Forty percent of new TFCA revenue is passed through to the designated Administering Agency in each of the nine counties within the Air District's jurisdiction based on each county's proportionate share of vehicle registration fees collected.

As these are pass-through funds, the county Administering Agencies have discretion over these funds within the bounds set by the TFCA authorizing legislation. The authorizing legislation requires that the Administering Agencies hold one or more public meetings to adopt criteria for the expenditure of funds and a separate meeting to review expenditures. The Air District's role is to facilitate the process to ensure that the funds

are used for eligible cost-effective reductions of on-road emissions, to pass-through the funds, and later to coordinate an audit of funds expended. The Air District awards the remaining sixty percent to eligible projects and programs it implements directly (e.g., Spare the Air) and to the TFCA Regional Fund program.

Historically, the TFCA Policies have encouraged Administering Agencies to consider prioritizing funds in communities that are disproportionately overburdened (formerly the Air District's Community Air Risk Evaluation or CARE Areas). Starting in 2023, Air District staff organized meetings between the Air District's Community Advisory Council (CAC) and the Administering Agencies to talk about the community input process for identifying projects and awarding funds. In those meetings, the Administering Agencies shared their own community input process, and in some cases, shared that they had their own CAC that advises on project identification and selection. Because these are pass-through funds, the Air District will continue to have the Administering Agencies use their own local process for project review, selection, and community feedback. Moving forward, and as part of the Strategic Plan, staff will continue to work with the Administering Agencies for them to identify, through their community process, what changes they want to see in this program, identify opportunities to reduce barriers to apply for funds, and to develop creative solutions for more project variety.

Pursuant to HSC Section 44241, Administering Agencies must award TFCA funds to eligible projects within six months of the Air District Board of Directors approval of their expenditure plans. Annually, Administering Agencies submit expenditure plans to the Air District specifying the status of their prior-year funding that is available for reprogramming and interest accrued. The Board of Directors adopted the policies and cost-effectiveness criteria for expenditure of the TFCA 40% Fund commencing FYE 2026 on November 6, 2024.

DISCUSSION

The Air District received the proposed expenditure plans from all nine Administering Agencies. Table 1 shows the TFCA monies that are estimated to be available to the Administering Agencies in FYE 2026.

- Column A shows the new revenue projected to accrue from the DMV revenue from each county's proportionate share of vehicle registration fees.
- Column B shows the reconciliation of the difference between prior-year estimate and actual revenue, and TFCA carry-over funds available for reprogramming as reported by Administering Agencies in their expenditure plans. Carry-over funds include TFCA monies from projects that were recently completed under budget and/or canceled, and any interest earned.
- Column C shows total amount of TFCA funds that are estimated to be available to Administering Agencies in FYE 2026 (sum of values in columns A and B).

Table 1. Proposed Allocation and Planned

Expenditures for the TFCA 40% Fund FYE 2026			
	A	B	C
Administering Agency	Estimated New TFCA Revenue	Reconciliation & Reprogrammed TFCA Funds	Estimated Total FYE 2026 TFCA Funds
Alameda County Transportation Commission	\$1,947,300	\$2,337,504	\$4,284,804
Contra Costa Transportation Authority	\$1,563,500	\$425,406	\$1,988,906
Transportation Authority of Marin	\$355,200	\$54,295	\$409,495
Napa Valley Transportation Authority	\$201,600	\$18,966	\$220,566
San Francisco County Transportation Authority	\$701,000	\$22,263	\$723,263
San Mateo City/County Association of Governments	\$1,062,200	\$433,829	\$1,496,029
Santa Clara Valley Transportation Authority	\$2,462,000	\$225,273	\$2,687,273
Solano Transportation Authority	\$340,900	\$2,691	\$343,591
Sonoma County Transportation Authority	\$640,000	\$48,197	\$688,197
Total Allocation	\$9,273,700	\$3,568,424	\$12,842,124

BUDGET CONSIDERATION/FINANCIAL IMPACT

TFCA revenue is generated from DMV registration fees collected and 40% of the TFCA funds are passed through to the Administering Agencies. Administrative costs for the Administering Agencies and the Air District are reimbursed by TFCA program revenue.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Jason Newman
Reviewed by: Linda Hui, Minda Berbeco and Karen Schkolnick

ATTACHMENT(S):

None

BAY AREA AIR DISTRICT
Memorandum

To: Chairperson Lynda Hopkins and Members
of the Board of Directors

From: Philip M. Fine
Executive Officer/APCO

Date: May 7, 2025

Re: Appointment of Members to the Air District's Hearing Board

RECOMMENDED ACTION

Appoint the following applicants to the Air District's Hearing Board:

- Wayne Farrens – Alternative member A (Public Category)
- Stephanie Oxley – Alternative member (Attorney Category)

The Finance and Administration Committee recommended the appointment of the two applicants at its meeting on April 16, 2025.

BACKGROUND

Pursuant to Section 40801 of the California Health and Safety Code, the Air District is required to maintain a Hearing Board consisting of five members including:

- One member who is a professional engineer registered as such pursuant to the Professional Engineers Act (Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code)
- One member from the medical profession whose specialized skills, training, or interests are in the fields of environmental medicine, community medicine, or occupational/toxicologic medicine
- One member admitted to the practice of law in this state, and,
- Two public members.

The Air District Board of Directors may also appoint one alternate for each member. The alternate shall have the same qualifications, specified in Section 40801, as the member for whom such person is the alternate. The alternate may serve only in the absence of the member, and for the same term as the member. Pursuant to Health and Safety Code section 40800, the Board of Directors shall appoint a Hearing Board consisting of five members, as provided in Health and Safety Code section 40801. In filling the two seats designated for public members under Health and Safety Code section 40801(d), the Board of Directors shall give priority to applicants who do not qualify for the seats

designated for members of professions under Health and Safety Code sections 40801(a)-(c). The Hearing Board shall have the power and authority to issue variances under Health and Safety Code sections 42350 et seq., to issue orders for abatement under Health and Safety Code sections 42451 et seq., to hear appeals from decisions by the APCO to issue, deny, or suspend a permit under Health & Safety Code sections 42302 et seq.; to revoke a permit under Health and Safety Code section 42307, and to take all other actions authorized under other provisions of the Health and Safety Code and related law.

DISCUSSION

There are current two vacant seats on the Hearing Board member, Alternate Member (Attorney Category) and Alternate Member A (Public Category). On March 19, 2025, the Finance & Administration Committee interviewed applicants for these seats. On April 16, 2025, the Finance & Administration Committee debriefed the application materials and discussed the candidates. The Committee recommended that the Board of Directors appoint the following two applicants to the Hearing Board:

- Wayne Farrens – Alternative member A (Public Category)
- Stephanie Oxley – Alternative member (Attorney Category)

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Joseph Huynh
Reviewed by: Hyacinth Hinojosa

ATTACHMENT(S):

1. Hearing Board Package 03.2025



HEARING BOARD INTERVIEWS

FINANCE AND ADMINISTRATION COMMITTEE

March 19, 2025

HEARING BOARD INTERVIEW BINDER TABLE OF CONTENTS

March 19, 2025

- Hearing Board Vacancy Announcement
- Hearing Board Member Roster/Attendance Sheet
- Applicants' Application Materials, Interview Questions and Evaluation Forms:

Attorney (Alternate) Category

Stephanie Oxley – Kensington, 94707
Principal/Alternate Category

Public A (Alternate) Category

John Dvorak – Albany, 94706
Principal/Alternate Category

Teron McGrew – Oakland, 94609
Principal/Alternate Category

Wayne Farrens – Sacramento, 95817
Principal/Alternate Category

Current Hearing Board Roster and Vacancy Status
as of January 2025

Category	Hearing Board Position	Name	County of Residence	Cumulative Total Years as Principal as of Feb 2025 (15- year limit)
Public	Principal A	A. Timbers Term expires 4/6/25	Contra Costa County	2y, 10m
	Alternate A	VACANT		
	Principal B	B. Toole O'Neil (VC) Term expires 11/1/26	San Mateo County	7y, 9m
	Alternate B	D. Cullenward Term expires 11/1/26	San Francisco County	9 months (2020-2021) <i>Appointed as Principal, then left HB for Advisory Council appointment</i>
Attorney	Principal	V. Armento (Chair) Term expires 4/6/25	Santa Clara County	9y, 6m
	Alternate	J. Lee Term expires 4/6/25	San Francisco County	0
Professional Engineer	Principal	R. Dabir Term expires 10/4/26	Contra Costa County	1y, 4m
	Alternate	J. Maddox Term expires 10/4/26	Contra Costa County	0
Medical	Principal	P. Chiu Term expires 4/6/25	Santa Clara County	11y, 10m
	Alternate	S. Batra Term expires 10/4/26	Alameda County	0



**BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT**

Bay Area Air Quality Management District Hearing Board Member

SALARY	\$0.00 Hourly \$0.00 Biweekly \$0.00 Monthly \$0.00 Annually	LOCATION	San Francisco, CA
JOB TYPE	Volunteer/Stipend	JOB NUMBER	HB300
DEPARTMENT	Board of Director's Councils or Boards	DIVISION	Hearing Board
OPENING DATE	01/02/2025	CLOSING DATE	2/10/2025 5:00 PM Pacific

Description

The Bay Area Air Quality Management District (Air District) is a regional government agency, committed to achieving clean air to protect the public's health and the environment. The Air District accomplishes this goal through regulation of industrial facilities and various outreach and incentive programs designed to encourage clean air choices.

The Air District's jurisdiction encompasses all of seven counties - Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara and Napa, and portions of two others - southwestern Solano and southern Sonoma.

The Hearing Board is established by state law and consists of five members and their alternates - an attorney, a professional engineer, a member from the medical profession, and two members of the public.

The Air District is currently recruiting for the following five (5) Hearing Board seats:

- Principal A in the Public category
- Alternate A in the Public category
- Principal in the Attorney category
- Alternate in the Attorney category
- Principal in the Medical category

Examples of Duties for this Position

The Hearing Board is a quasi-judicial body that rules on particular cases that affect only individual facilities. It is authorized to hear requests for variance relief, permit revocation, abatement orders, and appeals by permit applicants, or by interested third parties, concerning the issuance or denial of permits.

These are volunteer positions. There is no salary. Members of the Hearing Board receive a stipend of \$400 per meeting day, plus travel expenses, if applicable.

Minimum Qualifications

The applicants for the Hearing Board are evaluated based on their qualifications to serve as representatives for their profession, field of endeavor, or the community, as the case may be.

Members in the Professional Engineer category must be registered as a Professional Engineer in the State of California, pursuant to the Professional Engineers Act (Chapter 7 (commencing with Section 6700) of Division 3 of the California Business and Professions Code).

Members in the Medical category must be in a medical profession whose specialized skills, training, or interests are in the fields of environmental medicine, community medicine, or occupational/toxicologic medicine.

How to Apply & Selection Criteria

Hearing Board members serve a term of three years and may be reappointed to a maximum of fifteen consecutive years. The Hearing Board can meet as often as 1-3 times per month, depending on the volume of cases filed, usually on Tuesdays, at the Air District's office at 375 Beale Street, San Francisco, CA 94105. In-person attendance is required of Hearing Board members serving on the dais.

Interviews are held during the Air District's Board of Director's Finance and Administration Committee Meeting. If you are selected for an interview, our staff will contact you to request your presence at this meeting/interview.

HOW TO APPLY & SELECTION CRITERIA:

Interested individuals must submit the following materials no later than 5:00p.m. on **Monday, February 10, 2025:**

- 1) A completed BAAQMD Hearing Board application, along with;
- 2) A chronological resume

Applications are accepted online. For an application, contact the Human Resources Office at (415) 749-4667 or you may download a copy at our website at www.baaqmd.gov/jobs. Completed application packets should be returned to: Bay Area Air Quality Management District, Human Resources Office, 375 Beale Street, Suite 600, San Francisco, CA 94105. Faxes will be accepted, as long as a hard copy original is submitted by mail or in person by the filing deadline.

Agency

Bay Area Air Quality Management District

Address

375 Beale Street Suite 600

San Francisco, California, 94105

Phone

415-749-4980

Website

<http://www.baaqmd.gov>

Hearing Board Member Supplemental Questionnaire

*QUESTION 1

Please describe any experience or education that directly relates to air quality. Also describe any experience on Boards or Commissions, or in other similar settings where you have interacted with regulated entities and the public in a formal public proceeding.

***QUESTION 2**

Please list professional, trade, or business associations held which relate to the Hearing Board category for which you are applying.

***QUESTION 3**

Please list relevant accomplishments, publications, or awards.

***QUESTION 4**

The Hearing Board's workload varies, but it can meet as often as two or three times a month in person, almost always on Tuesdays. Meetings are often completed within three hours, but sometimes they can run all day. In addition, Hearing Board members may spend two hours or more reviewing materials in advance of a hearing. Given this schedule, do you believe that you have sufficient time to devote to the Hearing Board activities?

***QUESTION 5**

What interests you the most about the opportunity to serve on the Air District's Hearing Board?

***QUESTION 6**

Is there anything in your personal or professional background that would conflict with serving on the Hearing Board? For example, do you have client relationship with a facility permitted by the District? Or do you have a relationship with an air quality advocacy organization that could potentially bring a case to the Hearing Board?

* Required Question



BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT

HEARING BOARD PUBLIC APPLICANT EVALUATION FORM

NAME OF APPLICANT:

Please record the extent to which you feel the applicant possesses or has demonstrated the qualities listed below.

- **This form is optional. It is considered private and will not be collected.**

**Strong
(Yes)**

Adequate

**Below
Expectations**

**No Evidence
(No)**

1. **Geographic Diversity:** Extent to which the applicant's county of residence will add to geographic diversity among current Hearing Board Members

2. **Does not qualify for other Hearing Board Categories:** Applicant does not qualify for other Hearing Board Member categories (Legal, Medical, Professional Engineer)

3. **Diversity in Professional Experience:** Extent to which the applicant has diversity in their professional experience

4. **Dedication to Community Service:** Extent to which an applicant has demonstrated a commitment to community service

5. **Completeness of Application:** Extent to which an applicant has completed their application, including substantive answers to the supplemental questions

COMMENTS

EMPLOYMENT APPLICATION

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

375 Beale Street Suite 600
 San Francisco, California 94105
 415-749-4980
<http://www.baaqmd.gov>



Dvorak, John C
 HB300 HEARING BOARD MEMBER

Received: 2/10/25 11:23 AM

For Official Use Only:

QUAL: _____

DNQ: _____

☐ Experience

☐ Training

☐ Other: _____

PERSONAL INFORMATION

POSITION TITLE: HEARING BOARD MEMBER	EXAM ID#: HB300
NAME: (Last, First, Middle) Dvorak, John C	SOCIAL SECURITY NUMBER: [REDACTED]
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED] Albany, 94706	EMAIL ADDRESS: [REDACTED]
HOME PHONE: [REDACTED]	NOTIFICATION PREFERENCE: [REDACTED]
LEGAL RIGHT TO WORK IN THE UNITED STATES? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
What is your highest level of education? Bachelor's Degree	

PREFERENCES

MINIMUM COMPENSATION: \$50.00 per hour	ARE YOU WILLING TO RELOCATE? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Maybe
WHAT TYPE OF JOB ARE YOU LOOKING FOR? Regular	
TYPES OF WORK YOU WILL ACCEPT: Per Diem	
SHIFTS YOU WILL ACCEPT: On Call (as needed)	
OBJECTIVE: This is an application for the Hearing board and some questions above do not apply.	

EDUCATION

DATES: From: 8/1964 To: 2/1969	SCHOOL NAME: University of California	
LOCATION: (City, State/Province) Berkeley, California	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Bachelor's
MAJOR: History/Chemistry		

WORK EXPERIENCE

DATES: From: 11/2009 To: 2/2025	EMPLOYER: No Agenda Show LLCZ	POSITION TITLE: Principal/Host
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 4	
DUTIES: Produce two podcasts a week, long format.		
REASON FOR LEAVING: not leaving, still working this position.		
DATES: From: 8/1986 To: 1/2015	EMPLOYER: Ziff Davis Publishing	POSITION TITLE: Contributing Editor
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
HOURS PER WEEK: 40		
DUTIES: Writing daily, weekly and monthly articles and analysis about technology.		
REASON FOR LEAVING: Transitioned to full-time podcaster and independent publisher.		
DATES: From: 1/2005 To: 11/2009	EMPLOYER: Mevio	POSITION TITLE: Vice President of Content

ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
SUPERVISOR: Ron Bloom - CEO		MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 12	
DUTIES: Developing podcasters and podcasting properties.		
REASON FOR LEAVING: Spun off as full-time podcaster and host of No Agenda Show.		
DATES: From: 1/1980 To: 8/1986	EMPLOYER: International Data Corp.	POSITION TITLE: editor/columnist/consulting editor
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 10	
DUTIES: Manage writers, write news sotires and columns, oversea publishing.		
REASON FOR LEAVING: To become contributing editor at Ziff-Davis Publishing		
DATES: From: 1/1972 To: 1/1980	EMPLOYER: BAAPCED	POSITION TITLE: Field INspector
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
HOURS PER WEEK: 40		
DUTIES: General inspection duties knowledge of air pollution.		
REASON FOR LEAVING: Went to become a newspaper publisher.		
DATES: From: 1/1970 To: 1/1972	EMPLOYER: Union Oil Refinery	POSITION TITLE: Chemist
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
HOURS PER WEEK: 40		
DUTIES: Analysis of petroleum products		
REASON FOR LEAVING: Went to work for BAAPCD		

CERTIFICATES AND LICENSES

Nothing Entered For This Section

Skills

Nothing Entered For This Section

ADDITIONAL INFORMATION

Nothing Entered For This Section

REFERENCES

REFERENCE TYPE: Professional	NAME: Adam Curry	POSITION: Entrepreneur
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
EMAIL ADDRESS: [REDACTED]	PHONE NUMBER: [REDACTED]	
REFERENCE TYPE: Professional	NAME: Andrew Horowitz	POSITION: Professional Money Manager
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
EMAIL ADDRESS: [REDACTED]	PHONE NUMBER: [REDACTED]	
REFERENCE TYPE: Personal	NAME: Mimi Dvorak	POSITION: Book Author

ADDRESS: (Street, City, State/Province, Zip/Postal Code)	
EMAIL ADDRESS: [REDACTED]	PHONE NUMBER: [REDACTED]

Agency-Wide Questions

1. How did you find out about this position?
District Website
2. If other, please tell us where.
3. Are you currently legally authorized to work in the United States on a full-time basis?
Yes
4. Are you related to any District employee or Board member?
No
5. Do you now, or will you in the future, require sponsorship for employment visa status (e.g., H-1B visa status)?
No
6. If related to a District employee or Board member, what is their name and their relationship to you?
No current members working for the district.
7. Are you a current or former employee of the Air District?
Yes

Job Specific Supplemental Questions

1. Please describe any experience or education that directly relates to air quality. Also describe any experience on Boards or Commissions, or in other similar settings where you have interacted with regulated entities and the public in a formal public proceeding.
An inspector for the district for approximately 8 years. Involved specificall in covering the Standard Oil refinery plus East Bay locations. Also media and Internet experience would be valuable.
 2. Please list professional, trade, or business associations held which relate to the Hearing Board category for which you are applying.
None directly applicable.
 3. Please list relevant accomplishments, publications, or awards.
1Published 12 Technology books, one publishing imprint, over 4500 published articles. Also Involved in podcasting since its inception.
 4. The Hearing Board's workload varies, but it can meet as often as two or three times a month in person, almost always on Tuesdays. Meetings are often completed within three hours, but sometimes they can run all day. In addition, Hearing Board members may spend two hours or more reviewing materials in advance of a hearing. Given this schedule, do you believe that you have sufficient time to devote to the Hearing Board activities?
All Tuesdays are completely open for a full days work. No issues at all.
 5. What interests you the most about the opportunity to serve on the Air District's Hearing Board?
I firmly believe that my background will help guide decision-making at the hearing board level. It would be an honor to serve.,
 6. Is there anything in your personal or professional background that would conflict with serving on the Hearing Board?
For example, do you have client relationship with a facility permitted by the District? Or do you have a relationship with an air quality advocacy organization that could potentially bring a case to the Hearing Board?
No, I am not involved in any local industry and not involved in any advocacy group whatsoever.
-

The following terms were accepted by the applicant upon submitting the online application:

By clicking on the 'Accept' button, I hereby certify that every statement I have made in this application is true and complete to the best of my knowledge. I understand that any false or incomplete answer may be grounds for not employing me or for dismissing me after I begin work. I understand that I will have to produce documentation verifying identity and employment eligibility in the U.S. I understand that I may be required to verify any and all information given on this application. I understand that this completed application is the property of the Air District and will not be returned. I understand the the Air District may contact prior employers and other references. I understand that I must notify the Human Resources Office at [REDACTED] of any changes in my name, address, or phone number.

This application was submitted by John C Dvorak on 2/10/25 11:23 AM

EMPLOYMENT APPLICATION**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

375 Beale Street Suite 600
San Francisco, California 94105
415-749-4980
<http://www.baaqmd.gov>

Received: 2/4/25 3:02 PM

For Official Use Only:

QUAL: _____

DNQ: _____

☐ Experience☐ Training☐ Other: _____

Farrens, Wayne A
HB300 HEARING BOARD MEMBER

PERSONAL INFORMATION

POSITION TITLE: HEARING BOARD MEMBER	EXAM ID#: HB300
NAME: (Last, First, Middle) Farrens, Wayne A	SOCIAL SECURITY NUMBER: [REDACTED]
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED] Sacramento, 95817	EMAIL ADDRESS: [REDACTED]
HOME PHONE: [REDACTED]	NOTIFICATION PREFERENCE: [REDACTED]
LEGAL RIGHT TO WORK IN THE UNITED STATES? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
What is your highest level of education? Bachelor's Degree	

PREFERENCES

MINIMUM COMPENSATION: \$110,000.00 per year	ARE YOU WILLING TO RELOCATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Maybe
WHAT TYPE OF JOB ARE YOU LOOKING FOR? Regular	
TYPES OF WORK YOU WILL ACCEPT: Full Time	
SHIFTS YOU WILL ACCEPT: Day, Evening	

EDUCATION

DATES: From: 3/2021 To: 6/2022	SCHOOL NAME: University of California, Los Angeles	
LOCATION: (City, State/Province) Los Angeles, California	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Other
MAJOR: Design Communication Arts		
DATES: From: 8/2010 To: 5/2012	SCHOOL NAME: San Francisco State University	
LOCATION: (City, State/Province) San Francisco, California	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Bachelor's
MAJOR: Urban Studies & Planning		UNITS COMPLETED: 128 - Semester
DATES: From: 8/2006 To: 5/2008	SCHOOL NAME: Sacramento City College	
LOCATION: (City, State/Province) Sacramento, California	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Associate's
MAJOR: General Education		UNITS COMPLETED: 70 - Semester

WORK EXPERIENCE

DATES: From: 8/2022 To: 11/2024	EMPLOYER: Zoneomics	POSITION TITLE: Head of Zoning Data
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
SUPERVISOR: Matthew Player - CEO	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
HOURS PER WEEK: 32	# OF EMPLOYEES SUPERVISED: 5	

DUTIES:
Served as Urban Planning subject matter expert and as a senior member of the leadership team
Interpreted and analyzed zoning ordinances, comprehensive plans, form-based codes, subdivision ordinances, and other land use documents for municipalities throughout the United States and Canada
Created and delivered presentations on complex land use concepts to both internal and external stakeholders
Managed and mentored multiple teams in a fast paced, start-up environment with frequently changing priorities
Worked closely with the machine learning team to develop several innovations, including standardized zoning districts and standardized land use classifications that can be applied accurately across all municipalities in the United States and Canada
Helped to define our company culture by building trust and communication across teams, being aware of and celebrating achievements and

holidays, and developing a performance review system focused on individual growth
 Worked independently and autonomously in a fully remote environment
 Played an essential role in securing many high-value contracts

REASON FOR LEAVING:

Employer failed to honor the terms of my contract

DATES: From: 10/2017 To: 4/2021	EMPLOYER: Seattle Department of Construction and Inspections	POSITION TITLE: Land Use Planner II
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
PHONE NUMBER: [REDACTED]	SUPERVISOR: Bruce Rips - Land Use Supervisor	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 0	

DUTIES:

Project manager for development proposals from pre-application through final site inspection
 Analyzed proposed architectural designs and provided detailed feedback to improve the quality and functionality of the design
 Research, analysis, and decision writing for land use entitlements, including Conditional Use authorizations and Variance requests
 Managed a portfolio averaging 70 active projects, including several high-rise developments
 Selected as department liaison for affordable housing projects, a top priority of the Mayor
 Conducted environmental review for consistency with the Washington State Environmental Policy Act (SEPA)
 Facilitated public hearings and community meetings
 Entrusted with authority to approve or deny land use entitlements eligible for administrative review

REASON FOR LEAVING:

Relocated out-of-state.

DATES: From: 1/2015 To: 6/2017	EMPLOYER: City and County of San Francisco - Planning Department	POSITION TITLE: Planner II
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		COMPANY URL: www.sfplanning.org
PHONE NUMBER: [REDACTED]	SUPERVISOR: David Lindsay - Senior Planner	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 0	

DUTIES:

Interpreted and applied the Planning Code, General Plan, and other policy documents
 Guided architectural design to comply with design principles and local design guidelines
 Managed a diverse portfolio of projects, averaging 100 concurrent projects
 Conducted environmental review for consistency with the California Environmental Quality Act (CEQA)
 Prepared and presented staff reports to decision makers at televised public hearings
 Provided public counter assistance and responded to inquiries from applicants, the general public, and other governmental agencies
 Initiated team building efforts, including highly successful events outside of the office

REASON FOR LEAVING:

Relocated out-of-state

DATES: From: 11/2014 To: 1/2015	EMPLOYER: City of South San Francisco - Planning Department	POSITION TITLE: Associate Planner
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		COMPANY URL: www.ssf.net
PHONE NUMBER: [REDACTED]	SUPERVISOR: Susy Kalkin - Chief Planner	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 0	

DUTIES:

Responsible for implementation of the City's Climate Action Plan
 Development review, including site visits, plan checks, and preparation of staff reports
 Interfacing with the public: providing patient, thorough service that respects each individual's communication style and barriers to understanding (language, education level, etc)

REASON FOR LEAVING:

Left for a better opportunity

DATES: From: 10/2013 To: 11/2014	EMPLOYER: Metropolitan Planning Group (M-Group)	POSITION TITLE: Assistant Planner
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		COMPANY URL: www.m-group.us
PHONE NUMBER: [REDACTED]	SUPERVISOR: Emily Lipoma (City of San Jose) - Senior Planner	MAY WE CONTACT THIS EMPLOYER? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 0	

DUTIES:

Worked on-site for the City of San Jose in the equivalent of a Planner I role
 Reviewed development proposals for consistency with General Plan, Zoning Code, and City Council Policies
 Prepared and presented detailed staff reports to decision makers and community members
 Evaluated requests for a wide variety of Use and Development permits, including changes to Zoning and General Plan designations
 Served as single point of contact between developer and other government agencies
 Managed the city's urban forest preservation program
 Provided information to the public regarding development regulations

REASON FOR LEAVING:

Left for employment closer to home.

DATES: From: 11/2012 To: 10/2013	EMPLOYER: Premium Retail Services	POSITION TITLE: Market Manager
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		COMPANY URL: premiumretail.com
PHONE NUMBER: [REDACTED]	SUPERVISOR: Patty Zambo-Gordon - Regional Manager	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 50	# OF EMPLOYEES SUPERVISED: 0	

DUTIES:

This was an extension of my role with Creative Channel Services; duties remained the same.

- Generated interest and loyalty between thousands of retail partners and our client
- Translated technical information into the appropriate language depending on audience
- Built strong business relationships with clients and sales staff
- Created marketing materials, incentives, and training tools using a limited budget
- Collected and interpreted market intelligence data; submitted daily reports to senior executives
- Represented the client at trade shows, trainings, and public relations events
- Responded immediately to changes in client's needs
- Recognized frequently as a top performer and most valuable employee
- Worked remotely via home office

REASON FOR LEAVING:

Began career in Planning

DATES: From: 8/2011 To: 12/2011	EMPLOYER: City and County of San Francisco	POSITION TITLE: Intern: Human Rights Commission
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		COMPANY URL: www.sfgov.org
PHONE NUMBER: [REDACTED]	SUPERVISOR: Beverly Popek - Certification Unit Representative	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 15	# OF EMPLOYEES SUPERVISED: 0	

DUTIES:

- Created print media and email blasts using Constant Contact and Event Brite
- Drafted letters and other official communications to be sent on behalf of the executive director
- Created and maintained databases
- Assisted applicants with the certification process
- Conducted site visits and desk audits

REASON FOR LEAVING:

Internship program ended

DATES: From: 8/2008 To: 10/2011	EMPLOYER: Creative Channel Services	POSITION TITLE: Field Marketing Representative
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		COMPANY URL: www.creativechannel.com
PHONE NUMBER: [REDACTED]	SUPERVISOR: Patty Zambo-Gordon - West Regional Manager	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 45	# OF EMPLOYEES SUPERVISED: 0	

DUTIES:

- Generated interest and loyalty between thousands of retail partners and our client
- Translated technical information into the appropriate language depending on audience
- Built strong business relationships with clients and sales staff
- Created marketing materials, incentives, and training tools using a limited budget
- Collected and interpreted market intelligence data; submitted daily reports to senior executives
- Represented the client at trade shows, trainings, and public relations events
- Responded immediately to changes in client's needs
- Recognized frequently as a top performer and most valuable employee
- Worked remotely via home office

REASON FOR LEAVING:

To focus on my final year at San Francisco State University.

DATES: From: 7/2004 To: 8/2008	EMPLOYER: Best Buy	POSITION TITLE: Sales
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		COMPANY URL: www.bestbuy.com

PHONE NUMBER: [REDACTED]	SUPERVISOR: Laura Schirmer - Sales Supervisor	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 0	
DUTIES: <ul style="list-style-type: none"> • Worked directly with customers to identify their needs and provide complete solutions • Wrote and updated department business plans • Trained new employees • Consistently exceeded sales goals • Provided top-quality customer service including 100% Mystery Shop score • Balanced cash drawer 		
REASON FOR LEAVING: Moved to San Francisco to pursue degree in Urban Planning from San Francisco State University.		
DATES: From: 6/2003 To: 8/2004	EMPLOYER: Cary House Hotel	POSITION TITLE: Concierge
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		COMPANY URL: www.caryhouse.com
PHONE NUMBER: [REDACTED]	SUPERVISOR: Michelle Wren - Hotel Manager	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 30	# OF EMPLOYEES SUPERVISED: 0	
DUTIES: <ul style="list-style-type: none"> • Provided excellent customer service • Assisted management with group events • Served as concierge to hotel guests • Balanced cash drawer 		
REASON FOR LEAVING: Moved to Sacramento to begin at Sacramento City College.		

CERTIFICATES AND LICENSES

Nothing Entered For This Section

Skills

Nothing Entered For This Section

ADDITIONAL INFORMATION

Nothing Entered For This Section

REFERENCES

REFERENCE TYPE: Professional	NAME: Emily Lipoma	POSITION: Senior Planner
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]
REFERENCE TYPE: Professional	NAME: Lisa Rutzick	POSITION: Design Review Program Manager
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]
REFERENCE TYPE: Professional	NAME: Liz Watty	POSITION: Director of Current Planning
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]

Agency-Wide Questions

1. How did you find out about this position?
Job board/website (list specific under "other")
2. If other, please tell us where.
3. Are you currently legally authorized to work in the United States on a full-time basis?
Yes
4. Are you related to any District employee or Board member?
No
5. Do you now, or will you in the future, require sponsorship for employment visa status (e.g., H-1B visa status)?
No
6. If related to a District employee or Board member, what is their name and their relationship to you?
NA
7. Are you a current or former employee of the Air District?
No

Job Specific Supplemental Questions

1. Please describe any experience or education that directly relates to air quality. Also describe any experience on Boards or Commissions, or in other similar settings where you have interacted with regulated entities and the public in a formal public proceeding.
My background in urban planning including environmental review has familiarized me with some aspects of air quality management. I have presented dozens if not hundreds of projects to commissions and boards throughout my career. In addition, in my role as Design Review Planner for the City of Seattle, I sat on the Design Review Board as the department's representative.
 2. Please list professional, trade, or business associations held which relate to the Hearing Board category for which you are applying.
I am applying for the Public position, which does not seem to have any specific requirements regarding professional associations.
 3. Please list relevant accomplishments, publications, or awards.
I have extensive experience in urban planning, but no relevant publications or awards.
 4. The Hearing Board's workload varies, but it can meet as often as two or three times a month in person, almost always on Tuesdays. Meetings are often completed within three hours, but sometimes they can run all day. In addition, Hearing Board members may spend two hours or more reviewing materials in advance of a hearing. Given this schedule, do you believe that you have sufficient time to devote to the Hearing Board activities?
Yes.
 5. What interests you the most about the opportunity to serve on the Air District's Hearing Board?
I am always looking for new ways to serve my community. Air quality is important to me, particularly as it relates to our most vulnerable populations and historically disadvantaged communities.
 6. Is there anything in your personal or professional background that would conflict with serving on the Hearing Board? For example, do you have client relationship with a facility permitted by the District? Or do you have a relationship with an air quality advocacy organization that could potentially bring a case to the Hearing Board?
No.
-

The following terms were accepted by the applicant upon submitting the online application:

By clicking on the 'Accept' button, I hereby certify that every statement I have made in this application is true and complete to the best of my knowledge. I understand that any false or incomplete answer may be grounds for not employing me or for dismissing me after I begin work. I understand that I will have to produce documentation verifying identity and employment eligibility in the U.S. I understand that I may be required to verify any and all information given on this application. I understand that this completed application is the property of the Air District and will not be returned. I understand the the Air District may contact prior employers and other references. I understand that I must notify the Human Resources Office at [REDACTED] of any changes in my name, address, or phone number.

This application was submitted by Wayne A Farrens on 2/4/25 3:02 PM

SUMMARY OF QUALIFICATIONS

Nine years experience as an urban planner in both public and private sectors
Advanced knowledge of land use regulations across a wide variety of municipalities, including firsthand experience working for the cities of Seattle, San Francisco, and San José
Strong research, analysis, and decision writing skills
Demonstrated history of successfully managing multiple, complex projects simultaneously while consistently meeting deadlines
Creative problem-solver with a keen eye for design and details
Skilled leader who takes pride in mentoring and helping others reach their goals and do their best work
Highly adaptable, reliable, and cool in a crisis
Extensive experience reviewing development proposals from simple over-the-counter permits to new construction of high-rise buildings
Confident and persuasive public speaker with a talent for explaining complex concepts
A mission-driven person dedicated to improving the lives of others

RELEVANT WORK EXPERIENCE

Head of Zoning Data

Zoneomics

08/22—11/24

Served as Urban Planning subject matter expert and as a senior member of the leadership team

Interpreted and analyzed zoning ordinances, comprehensive plans, form-based codes, subdivision ordinances, and other land use documents for municipalities throughout the United States and Canada

Created and delivered presentations on complex land use concepts to both internal and external stakeholders

Managed and mentored multiple teams in a fast paced, start-up environment with frequently changing priorities

Worked closely with the machine learning team to develop several innovations, including standardized zoning districts and standardized land use classifications that can be applied accurately across all municipalities in the United States and Canada

Helped to define our company culture by building trust and communication across teams, being aware of and celebrating achievements and holidays, and developing a performance review system focused on individual growth

Worked independently and autonomously in a fully remote environment

Played an essential role in securing many high-value contracts

EDUCATION

San Francisco State University

BA: Urban Studies and Planning

University of California, Los Angeles

Certificate: Design Communication Arts

SOFTWARE

Accela

Adobe:

AfterEffects

Illustrator

InDesign

Photoshop

Amanda

ArcGIS

Bluebeam

ePlan

Microsoft:

Excel

PowerPoint

Word

Design Review Planner

City of Seattle

10/17–03/21

Project manager for development proposals from pre-application through final site inspection

Analyzed proposed architectural designs and provided detailed feedback to improve the quality and functionality of the design

Research, analysis, and decision writing for land use entitlements, including Conditional Use authorizations and Variance requests

Managed a portfolio averaging 70 active projects, including several high-rise developments

Selected as department liaison for affordable housing projects, a top priority of the Mayor

Conducted environmental review for consistency with the Washington State Environmental Policy Act (SEPA)

Facilitated public hearings and community meetings

Entrusted with authority to approve or deny land use entitlements eligible for administrative review

City Planner

City of San Francisco

01/15–06/17

Interpreted and applied the Planning Code, General Plan, and other policy documents

Guided architectural design to comply with design principles and local design guidelines

Managed a diverse portfolio of projects, averaging 100 concurrent projects

Conducted environmental review for consistency with the California Environmental Quality Act (CEQA)

Prepared and presented staff reports to decision makers at televised public hearings

Provided public counter assistance and responded to inquiries from applicants, the general public, and other governmental agencies

Initiated team building efforts, including highly successful events outside of the office

City Planner

City of San José

08/13–11/14

Reviewed development proposals for consistency with General Plan, Zoning Code, and City Council Policies

Prepared and presented detailed staff reports to decision makers and community members

Evaluated requests for a wide variety of Use and Development permits, including changes to Zoning and General Plan designations

Served as single point of contact between developer and other government agencies

Managed the city's urban forest preservation program

Provided information to the public regarding development regulations

Samsung

Market Manager

08/08–10/13

Transformed an underperforming market to the highest performing in the country, where it remained for five consecutive quarters

Collected and interpreted market intelligence data; submitted daily summary reports to senior executives

Understood the complexities of our product and translated technological information into appropriate language depending on audience

Created marketing materials, incentives, and training tools using a limited budget

Built strong business relationships with clients and sales associates

EMPLOYMENT APPLICATION

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

375 Beale Street Suite 600
San Francisco, California 94105
415-749-4980
<http://www.baaqmd.gov>



McGrew, Teron M
HB300 HEARING BOARD MEMBER

Received: 1/30/25 2:13 PM

For Official Use Only:

QUAL: _____

DNQ: _____

☐ Experience

☐ Training

☐ Other: _____

PERSONAL INFORMATION

POSITION TITLE: HEARING BOARD MEMBER	EXAM ID#: HB300
NAME: (Last, First, Middle) McGrew, Teron M	SOCIAL SECURITY NUMBER: [REDACTED]
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED] Oakland, 94609	EMAIL ADDRESS: [REDACTED]
HOME PHONE: [REDACTED]	NOTIFICATION PREFERENCE: [REDACTED]
LEGAL RIGHT TO WORK IN THE UNITED STATES? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
What is your highest level of education? Master's Degree	

PREFERENCES

MINIMUM COMPENSATION: \$14,400.00 per year	ARE YOU WILLING TO RELOCATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Maybe
WHAT TYPE OF JOB ARE YOU LOOKING FOR? Regular, Temporary, Seasonal, Internship	
TYPES OF WORK YOU WILL ACCEPT: Full Time, Part Time, Per Diem	
SHIFTS YOU WILL ACCEPT: Day, Evening, Night, Rotating, Weekends, On Call (as needed)	
OBJECTIVE: I am applying for the Hearing Board Member position to bring my expertise in community development, environmental justice, climate adaptation, and regulatory compliance to contribute to fair, transparent, and equitable decision-making. With significant experience in public proceedings, overseeing grant allocations, and engaging with diverse communities, I am dedicated to ensuring compliance with environmental regulations while advocating for marginalized groups.	

EDUCATION

DATES: From: 9/2022 To: 1/2023	SCHOOL NAME: UC Agriculture and Natural Resources	
LOCATION: (City, State/Province) Berkeley, California	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Other
MAJOR: Climate Stewardship		
DATES: From: 9/2017 To: 7/2019	SCHOOL NAME: University of California Berkeley Extension Program Certificate	
LOCATION: (City, State/Province) Berkeley, California	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Other
MAJOR: Construction & Sustainability Management		
DATES: From: 9/1991 To: 6/2000	SCHOOL NAME: University of California Los Angeles	
LOCATION: (City, State/Province) Los Angeles, California	DID YOU GRADUATE? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	DEGREE RECEIVED: Doctorate
MAJOR: Urban Planning	UNITS COMPLETED: 135 - Quarter	
DATES: From: 9/1989 To: 6/1991	SCHOOL NAME: University of California Davis	
LOCATION: (City, State/Province) Davis, California	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Master's
MAJOR: Community Development	UNITS COMPLETED: 121 - Quarter	
DATES: From: 9/1982 To: 6/1989	SCHOOL NAME: University of California Davis	
LOCATION: (City, State/Province) Davis, California	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Bachelor's
MAJOR: Applied Behavioral Science		

DATES: From: 8/1978 To: 6/1982		SCHOOL NAME: Holy Names High School	
LOCATION: (City, State/Province) Oakland, California		DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
		DEGREE RECEIVED: High School Diploma	

WORK EXPERIENCE			
DATES: From: 9/2014 To: Present		EMPLOYER: Teron Marie McGrew & Associates, LLC	
		POSITION TITLE: CEO	
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]			
PHONE NUMBER: [REDACTED]	SUPERVISOR: Teron M McGrew - CEO		MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 3		
DUTIES: Regenerative Housing and Community Development planning with a focus on climate adaptation presentation at the Climate Change & Environmental Justice Conference, webinars, podcasts, and training Research and writing contract development & negotiations-budget, Integrated Project Delivery (IPD) G Suite (Docs, Keynote, Sheets, Gmail), Microsoft Suite (Excel, Word, PowerPoint, Access, Outlook) Consulting on strategic evaluative reports, surveys, data administration, project management & property management services Consulting on strategic research, creating & designing climate adaptation solutions for marginalized communities			
REASON FOR LEAVING: N/A			
DATES: From: 9/2022 To: 8/2024		EMPLOYER: CCAC/BACR	
		POSITION TITLE: CCAC Fellow	
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]			
PHONE NUMBER: [REDACTED]	SUPERVISOR: Ken Gonzales - Program Supervisor		MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 40			
DUTIES: California Climate Action Corps, AmeriCorps Fellowship Californians Volunteers, Office of the Governor San Francisco, Ca September 2023-August 2024 Fellow at City & County of San Francisco Environment Department (SFE) Perform research and create a collaborative environmental education design at SFE Conduct community engagement outreach and engagement Presentation on "Community-led Agreements, Engagement & Community Change" Approaches Devise Proposal for Earth Day, Collaborative Environmental Education Provider Design, exploring Artificial Intelligence (AI) and Solutionist Presentation in San Francisco, CA. California Climate Action Corps, AmeriCorps Fellowship Californians Volunteers, Office of the Governor Oakland, Ca. September 2022-August 2023 Fellow at Higher Ground Neighborhood Development Corps (NDC), advancing AB 617 Creating & Developing Community Engagement & Community-led Peer to Peer Workshops on Climate Change, Climate Justice, and Improving Air Quality in Deep East Oakland Organizing and coordinating Day of Service with community partnership to plant trees at the Brookfield Greenway Project Survey creation and writing report of community responses and results for the Bay Area Air Quality Management District (BAAQMD)			
REASON FOR LEAVING: The 11-month fellowship ended.			
DATES: From: 4/2021 To: 10/2022		EMPLOYER: West Oakland Environmental Indicators Project (WOEIP)	
		POSITION TITLE: Community Engagement Manager	
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		COMPANY URL: www.woeip.org	
PHONE NUMBER: [REDACTED]	SUPERVISOR: Brian Beveridge - Co Executive Director		MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 20	# OF EMPLOYEES SUPERVISED: 3		
DUTIES: Assisting in the development and implementation of the organization's Community Outreach, Engagement, and Training Plan. This task includes, but is not limited to managing contact lists, emails to relevant stakeholders for all projects, direct outreach and presentations to stakeholder groups, developing newsletters and social media channels. Coordination with, and supporting all other program staff, in outreach to the organization's target populations as determined by project needs. Perform special projects as directed by the Co-Directors. Develop and manage a Volunteer Management process and policies. Manage volunteers and interns as needed for project support.			
REASON FOR LEAVING: CCAC Fellowship			
DATES: From: 4/2020 To: 6/2020		EMPLOYER: University of California Berkeley, Division of Computing, Data Science & Society	
		POSITION TITLE: Grant Project Analyst	
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]			

PHONE NUMBER: [REDACTED]	SUPERVISOR: Rebecca Miller - Chief Administrative Officer/Chief of Staff	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 20	# OF EMPLOYEES SUPERVISED: 0	
DUTIES: Research and analyze the University of California Office of the President (UCOP) 2019-2020 Advancing Faculty Diversity (AFD) proposals, for departmental granting writing efforts. Represented the Division in the Graduate Professional Community Diversity of Practice group		
REASON FOR LEAVING: Contractual agreement ended-COVID-19		
DATES: From: 2/2019 To: 4/2020	EMPLOYER: University of California Berkeley/Berkeley Regional Services	POSITION TITLE: Facilities & Operation Management
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
PHONE NUMBER: [REDACTED]	SUPERVISOR: Michael Thompson - Facilities & Operation Manager	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 20	# OF EMPLOYEES SUPERVISED: 1	
DUTIES: Assist Facilities & Operation Manager, in the operation and management of UCB off-campus property Administer and updates emergency preparedness plan, exercise, and committee meetings Administered and implemented UCB sustainability 2020 goals Managed and developed policy & procedures for access security badges, supplies, facilities maintenance and administration, with Newmark Knight property management company Co-Chair, "4th Street Black History Program"		
REASON FOR LEAVING: Contractual agreement ended-COVID-19.		
DATES: From: 1/2005 To: 9/2014	EMPLOYER: AT&T Inc.	POSITION TITLE: Service Representative
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
PHONE NUMBER: [REDACTED]	SUPERVISOR: Kimberly Adams - Coach Leader	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 12	
DUTIES: Assisted Coach Leader in leading a team of 12 service representatives Developed and conducted training in customer service techniques Developed Rohnert Park Human Resource Campaign.		
REASON FOR LEAVING: Founder/CEO, McGrew & Associates, an executive housing and sustainability management consulting company.		
DATES: From: 4/2000 To: 3/2003	EMPLOYER: City of Oakland	POSITION TITLE: Program Analyst
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
PHONE NUMBER: [REDACTED]	SUPERVISOR: Rick Nemik-Cruz - Manager	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 36	# OF EMPLOYEES SUPERVISED: 0	
DUTIES: Analyzed petitions, and coordinated assigned arbitration cases with hearing officers Developed a template for draft rental decisions Assisted tenants and landlords in interpreting the rental ordinance		
REASON FOR LEAVING: Budgetary cuts and program reduction.		
DATES: From: 9/1998 To: 4/2000	EMPLOYER: Black Scholar Publications	POSITION TITLE: Subscription Coordinator
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
PHONE NUMBER: [REDACTED]	SUPERVISOR: Marsha Carter - Manager	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 20	# OF EMPLOYEES SUPERVISED: 2	
DUTIES: Managed direct mail campaigns which resulted in \$50,000 for publication operations. Organized, reported, and deposited weekly subscription revenue		
REASON FOR LEAVING: Better job opportunity with the City of Oakland Rent Adjustment Program.		

CERTIFICATES AND LICENSES

TYPE:

Certificate, Construction & Sustainability Management

LICENSE NUMBER:

ISSUING AGENCY:

University of California Berkeley Extension Program

TYPE:

Climate Stewardship Certificate

LICENSE NUMBER:

ISSUING AGENCY:

University of California Agriculture and Natural Resources

Skills

OFFICE SKILLS:

Typing: 55

Data Entry: 13500

OTHER SKILLS:

Microsoft Suite, Google G-suite, MailChimp, Zoom - Expert - 20 years and 10 months

Revit, Autodesk, NavisWork, Sketch-up - Intermediate - 0 years and 6 months

ProCore - Beginner - 0 years and 3 months

ChapGPT 4.0 - Beginner - 1 years and 1 months

LANGUAGE(S):

English - ☐ Speak ☐ Read ☐ Write

ADDITIONAL INFORMATION

Nothing Entered For This Section

REFERENCES

REFERENCE TYPE:

Professional

NAME:

Phoenix Armenta

POSITION:

Climate and Community Equity Manager

ADDRESS: (Street, City, State/Province, Zip/Postal Code)

EMAIL ADDRESS:

PHONE NUMBER:

REFERENCE TYPE:

Professional

NAME:

Bernard Ashcraft

POSITION:

CEO

ADDRESS: (Street, City, State/Province, Zip/Postal Code)

EMAIL ADDRESS:

PHONE NUMBER:

REFERENCE TYPE:

Professional

NAME:

Mandy Lee

POSITION:

Senior Program Manager

ADDRESS: (Street, City, State/Province, Zip/Postal Code)

EMAIL ADDRESS:

PHONE NUMBER:

REFERENCE TYPE:

Professional

NAME:

Khariyyah Shabazz

POSITION:

Deputy Executive Director

ADDRESS: (Street, City, State/Province, Zip/Postal Code)

EMAIL ADDRESS:

PHONE NUMBER:

Agency-Wide Questions

1. How did you find out about this position?
District Website
2. If other, please tell us where.
3. Are you currently legally authorized to work in the United States on a full-time basis?
Yes
4. Are you related to any District employee or Board member?
No
5. Do you now, or will you in the future, require sponsorship for employment visa status (e.g., H-1B visa status)?
No
6. If related to a District employee or Board member, what is their name and their relationship to you?
N/A
7. Are you a current or former employee of the Air District?
No

Job Specific Supplemental Questions

1. Please describe any experience or education that directly relates to air quality. Also describe any experience on Boards or Commissions, or in other similar settings where you have interacted with regulated entities and the public in a formal public proceeding.

I have a background in environmental justice, air quality, and community engagement, which directly aligns with the work of the Bay Area Air Quality Management District (Air District). My research and professional experience have centered on the disproportionate impact of air pollution on marginalized communities, and I have collaborated extensively with public agencies to address these disparities.

As a former Community Engagement Manager at the West Oakland Environmental Indicators Project (WOEIP), I helped share the successful "Owning Our Air," a co-developed plan in collaboration with the Air District under Assembly Bill 617. This publication outlines community-driven strategies for reducing air pollution in overburdened communities. In this role, I engaged with regulatory agencies, industry representatives, and community members in formal and public settings, advancing environmental justice by presenting and analyzing health data and emissions reduction plans.

Additionally, I have served on the University of California, Davis Cal Aggie Alumni Association (CAAA), and the African and African-American Board of Directors, including my current role as Vice Chair of the DEI Committee for the CAAA Board of Directors. I am also committed to supporting initiatives focused on equity, serving with the NAACP and the Emerald Cities Collaborative (ECC) Center for Equity & Sustainability in the Building Sector (CESBS), where I contribute to awarding \$150k to equity and environmentally focused projects supporting women and climate initiatives. In these roles, I engage in decision-making processes and work to ensure compliance with regulations that promote equitable outcomes.

My combination of air quality expertise, experience in formal public proceedings, and engagement with regulated entities makes me well-equipped to contribute to the Air District's Hearing Board.
2. Please list professional, trade, or business associations held which relate to the Hearing Board category for which you are applying.

I am applying for the Principal A and Alternate A positions in the Public category on the Hearing Board. Below are the professional and trade associations I am involved with that directly relate to the Hearing Board category:

Cal Aggie Alumni Association (CAAA): Currently serving as Vice Chair of the DEI Committee for the CAAA Board of Directors, focusing on equity-driven policy initiatives.

Urban Land Institute (ULI): Member of the inaugural Developer of Color Cohort (2022-2023), promoting inclusive real estate, urban development, and equitable community growth.

Climate Reality Project: Former Chapter Co-Chair for the Bay Area Climate Reality Chapter, focusing on climate justice and community engagement.

In addition to these affiliations, my experience in community development, environmental justice, and regulatory engagement further supports my qualifications for this role. For instance, I chaired the Community Development Block Grant (CDBG) Committee for District 1, in Oakland, California from 2020 to 2022, overseeing grant allocations and ensuring compliance with federal regulations. Yet, as a California Climate Action Corps (CCAC) fellow, I worked on implementing air quality monitoring and emissions reduction strategies under Assembly Bill 617 in deep East Oakland, and advanced environmental education programs at the San Francisco Environment Department (SFE).

Through these roles, I have gained valuable insights into public decision-making, regulatory compliance, and community advocacy—critical aspects for serving effectively on the Hearing Board.
3. Please list relevant accomplishments, publications, or awards.

Relevant Accomplishments, Publications, and Awards:

Publications:

McGrew, Teron. "A Long Walk to Freedom: From Voting Rights to Environmental Justice" – UC Davis, February 2022.

McGrew, Teron. "The History of Residential Segregation in the U.S., Title VI, and the Homeownership Remedy" – Wiley Online Library, October 2018.

Affiliations:

Emerald Cities Collaborative (ECC) Centering Equity in the Sustainable Building Sector (CESBS) Initiative – Governance Team

The Association of Women in Water, Energy, and Environment (AWWEE) – Member.

Urban Land Institute (ULI) – San Francisco Developers of Color Fellowship Program, Fellow.

California Climate Action Corps – Fellow.

Presentations:

San Francisco Bay Conservation & Development Commission – "Stories of Climate Change."

San Francisco Environment Department – "Belonging, Racial Equity & System Change."

Getting to Net Zero Forum – "Equity & Equitable Decarbonization."

California Land Recycling Conference – Fireside Chat at "Women Visionaries" plenary panel.

Recognitions:

Othering & Belonging Institute Scholarship Recipient – April 2024.

Urban Land Institute Scholarship Recipient – April 2024.

USGBC Scholarship Recipient – Greenbuild International Conference, November 2022.
4. The Hearing Board's workload varies, but it can meet as often as two or three times a month in person, almost always on Tuesdays. Meetings are often completed within three hours, but sometimes they can run all day. In addition, Hearing Board members may spend two hours or more reviewing materials in advance of a hearing. Given this schedule, do you believe that you have sufficient time to devote to the Hearing Board activities?

Yes, I have sufficient time to devote to the Hearing Board activities. I am fully prepared to attend in-person meetings as required, dedicate time to reviewing materials in advance, and actively participate in the decision-making process.
5. What interests you the most about the opportunity to serve on the Air District's Hearing Board?

I am deeply committed to environmental justice, and a just transition which is why I am particularly interested in serving on the Air District's Hearing Board. My work in fair housing legislation, and community development with a focus on climate adaptation, has reinforced my understanding of how environmental decisions disproportionately impact marginalized communities. I am passionate about ensuring that regulatory processes are both equitable and transparent, prioritizing public health while addressing the challenges of climate change.

The Hearing Board's role in upholding air quality standards while considering the needs of both industry and communities presents a unique opportunity to contribute to a just transition—where environmental regulations support economic resilience and equity. My experience engaging with both regulated entities and the public in formal proceedings has prepared me to navigate complex discussions that balance environmental protection with social and economic considerations. I am eager to apply my expertise in climate adaptation and community engagement to ensure that the Hearing Board's decisions advance clean air solutions that benefit all communities, especially those historically burdened by pollution.

6. Is there anything in your personal or professional background that would conflict with serving on the Hearing Board? For example, do you have client relationship with a facility permitted by the District? Or do you have a relationship with an air quality advocacy organization that could potentially bring a case to the Hearing Board?

I have no relationship with any agency, facility permitted by the District, or air quality advocacy organization that could potentially bring a case to the Hearing Board. Therefore, I do not anticipate any conflicts of interest that would affect my ability to serve on the Hearing Board.

The following terms were accepted by the applicant upon submitting the online application:

By clicking on the 'Accept' button, I hereby certify that every statement I have made in this application is true and complete to the best of my knowledge. I understand that any false or incomplete answer may be grounds for not employing me or for dismissing me after I begin work. I understand that I will have to produce documentation verifying identity and employment eligibility in the U.S. I understand that I may be required to verify any and all information given on this application. I understand that this completed application is the property of the Air District and will not be returned. I understand the the Air District may contact prior employers and other references. I understand that I must notify the Human Resources Office at [REDACTED] of any changes in my name, address, or phone number.

This application was submitted by Teron M McGrew on 1/30/25 2:13 PM




TERON MCGREW

EDUCATION

B.S. Applied Behavioral Science, University of California Davis, Davis, CA
M.S., Urban and Community Development, University of California Davis, Davis, CA
Ph.D., Candidate, Urban Planning, University of California Los Angeles, Los Angeles, CA
Certification, Sustainability Management, University of California Berkeley Extension, Berkeley, CA
Certificate, Climate Steward, University of California, Agriculture and Natural Resources, Berkeley, CA

CORE COMPETENCIES

● *Climate Adaptation Strategies* ● *Regenerative Housing & Community Development* ● *Team Leadership & Training* ● *Policy & Procedure Administration* ● *Strategic Planning* ● *Sales & Marketing* ● *Customer Service* ● *Project Management* ● *Diversity, Equity & Inclusion*

PROFESSIONAL EXPERIENCE

Teron Marie McGrew & Associates, LLC **Oakland, CA.** **September 2012-Present**
CEO/Development Consultant

- Regenerative Housing & Community Development planning with focus on climate adaptation presentation at Climate Change & Environmental Justice Conference, webinars, podcasts, and trainings
- Research and writing contract development & negotiations-budget, Integrated Project Delivery (IPD)
- G Suite (Docs, Keynote, Sheets, Gmail), Microsoft Suite (Excel, Word, PowerPoint, Access, Outlook), and GIS
- Consulting on strategic evaluative reports, surveys, data administration, project management & property management services
- Consulting on strategic research, creating & designing climate adaptation solution for marginalized communities

California Climate Action Corps, AmeriCorps Fellowship

Californians Volunteers, Office of the Governor San Francisco, Ca September 2023-August 2024

- Fellow at City & County of San Francisco Environment Department (SFE)
- Perform research and create a collaborative environmental education design at SFE
- Conduct community engagement outreach and engagement
- Presentation on “Community-led Agreements, Engagement & Community Change” Approaches
- Devise Proposal's for Earth Day, Collaborative Environmental Education Provider Design,

exploring Artificial Intelligence (AI) and Solutionist Presentation in San Francisco, CA.

California Climate Action Corps, AmeriCorps Fellowship

Californians Volunteers, Office of the Governor Oakland, Ca. September 2022-August 2023

- Fellow at Higher Ground Neighborhood Development Corps (NDC), advancing AB 617
- Creating & Developing Community Engagement & Community-led Peer to Peer Workshops on Climate Change, Climate Justice, and Improving Air Quality in Deep East Oakland
- Organizing, Coordinating Day of Service with community partnership to plant trees at the Brookfield Greenway Project
- Survey creation and writing report of community responses and results for the Bay Area Air Quality Management District (BAAQMD)

San Francisco Urban Land Institute & Mayor's Office of Housing & Community Development (MOHCD)

Developers of Color Fellowship San Francisco, Ca September 2022-August 2023

- Collaborated with ULI & MOHCD community partners cohort- -Eden Housing, Tenderloin Neighborhood Development Corps (TNDC), & RBA Creative for the development and presentation of a Mock Notice of Funding Availability (NOFA)
- Attended the ULI Meeting in Toronto, Canada
- Customized curriculum to increase knowledge, build skills and learn about Bay Area real estate development

Tishman Environmental and Design Center

The New School (Remote) New York, New York

September 2021-April 2023

- Inaugural 2021-2023 Ripe for Creative Disruption EJ Fellowship
- Cohort of 6 groups and 21 leaders from across Turtle Island to include Indigenous Territories, as well as the Territories and Nations of Puerto Rico and Guam
- Area of Study Just Transition, Energy Democracy, Environmental Health and Climate Justice problems

West Oakland Environmental Indicators Project Oakland, Ca

April 2021-October 2022

Community Engagement/General Management

- Directing, managing, and supervising four graduate students on research project
- Managing the expenditure goals of the organization and environmental projects
- Community engagement presentations to local neighborhood groups to forge collaboration and activities that inform about the environmental work of WOEIP-AB 617

University of California Berkeley, Berkeley Regional Service Berkeley, Ca April 2019-June 2020

Facilities & Operation Management

- Assist Facilities & Operation Manager, in the operation and management of UCB off-campus property
- Administer and update emergency preparedness plans, exercises, and committee meetings
- Administered and implemented UCB Sustainability 2020 goals
- Managed and developed policy & procedures for access security badges, supplies, facilities maintenance and administration, with Newmark Knight property management company
- Co-Chair, "4th Street Black History Program

University of California Berkeley, Computing, Data Science & Society April 2020-June 2020

Strategy & Planning

- Represented the Division in the Graduate Professional Community Diversity of Practice group

University of California Berkeley, Computing, Data Science & Society April 2020-June 2020

Strategy & Planning

- Represented the Division in the Graduate Professional Community Diversity of Practice group

AT&T Incorporation, Rohnert Park, CA.

2005-2014

Service Representative

City of Oakland, CA

- Service Representative in the Retention Relation Management Department & Project Lead for the Rohnert Park Human Resource Campaign
- Analyzed AT&T customer's inquiries about their products and services in a timely resolve manner, process complex work orders, and track department progress for evaluative purposes
- Assisted in leading a team of 12 service representatives
- Trained service representatives on "How to provide Excellent Customer Service"
- Recipient of company awards for sales volume, customer retention and customer satisfaction and presentation skills
- Graduate of Coach Readiness Program
- Spearheaded Microsoft "Trilogy" course for Coach Readiness Candidate

City of Oakland, CA

Program Analyst

- Assisted manager in preparing arbitration cases
- Analyzed petitions, scheduled hearings maintained arbitration cases
- Developed policies and procedures

TEACHING EXPERIENCE

Howard University

National Fair Housing Training Academy, Washington, D.C.

2003-2005

Adjunct Professor

- Trained practitioners and fair housing investigators on a variety of issues including the cumulative impact of racial discrimination on individuals, their families and communities

Hayward Unified School District, Hayward, CA

1999-2000

Substitute Teacher

- Taught Special Education and Advance Placement English, and American Government courses which examined the American Constitution

New College Weekend Program, San Francisco, CA

1998-1999

Guest Lecturer, English Literature Department

- Lectured undergraduates on social location, capitalism and their influence on the novel by Sandra Cisneros, entitled, "The House on Mango Street"
- Engaged students in a collaborative interdisciplinary inquiry

University of California (UCLA), Los Angeles, CA

1993-1995

Teaching Assistant

- Assisted Professors in women studies and political science classes by leading discussions and lecturing 40 undergraduates on social, economic and political issues, as they pertain to race, gender, class and sexuality dynamics
- Committee Member- Women's Studies Department
- Consistently received a rating of "Outstanding" on teaching assistant evaluations

EMPLOYMENT APPLICATION

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

375 Beale Street Suite 600
San Francisco, California 94105
415-749-4980
<http://www.baaqmd.gov>



Oxley, Stephanie L
HB300 HEARING BOARD MEMBER

Received: 1/18/25 1:13 PM

For Official Use Only:

QUAL: _____

DNQ: _____

☐ Experience

☐ Training

☐ Other: _____

PERSONAL INFORMATION

POSITION TITLE: HEARING BOARD MEMBER	EXAM ID#: HB300
NAME: (Last, First, Middle) Oxley, Stephanie L	SOCIAL SECURITY NUMBER: [REDACTED]
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED] Kensington, 94707	EMAIL ADDRESS: [REDACTED]
HOME PHONE: [REDACTED]	NOTIFICATION PREFERENCE: [REDACTED]
LEGAL RIGHT TO WORK IN THE UNITED STATES? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
What is your highest level of education? Doctorate	

PREFERENCES

MINIMUM COMPENSATION: \$0.00 per year	ARE YOU WILLING TO RELOCATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Maybe
WHAT TYPE OF JOB ARE YOU LOOKING FOR? Regular	
TYPES OF WORK YOU WILL ACCEPT: Full Time, Part Time, Per Diem	
SHIFTS YOU WILL ACCEPT: Day, Evening, Night, Rotating, Weekends, On Call (as needed)	
OBJECTIVE: Hearing Board Member	

EDUCATION

DATES: From: 1/2020 To: 5/2022	SCHOOL NAME: Lewis & Clark Law School	
LOCATION: (City, State/Province) Portland, Oregon	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Master's
MAJOR: Environmental/Energy/Natural Resources Law		UNITS COMPLETED: 26 - Semester
DATES: From: 8/2003 To: 5/2006	SCHOOL NAME: University of San Francisco School of Law	
LOCATION: (City, State/Province) San Francisco, California	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Professional
MAJOR: Law		UNITS COMPLETED: 87 - Semester
DATES: From: 8/1983 To: 5/1987	SCHOOL NAME: Oberlin College	
LOCATION: (City, State/Province) Oberlin, Ohio	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Bachelor's
MAJOR: Philosophy/Geology		UNITS COMPLETED: 112 - Semester

WORK EXPERIENCE

DATES: From: 1/2024 To: 12/2024	EMPLOYER: California Air Resources Board	POSITION TITLE: Senior Attorney
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		COMPANY URL: https://ww2.arb.ca.gov/
PHONE NUMBER: [REDACTED]	SUPERVISOR: Shannon Dilley - Assistant Chief Counsel	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 0	

DUTIES:

Provide written and oral legal advice to CARB's executives, management, and staff on complex legal issues across CARB's programs. Develop strategy and tactics in disputes, negotiation, and in implementing and enforcing regulations. Work with CARB management and staff, and as needed, officials from other federal and State government agencies, and the California Attorney General's Office on enforcement matters relating to CARB's programs. Review reports, settlement agreements, letters, guidance, and other documents for potential legal issue. Provide legal assistance on incentives, general law topics, grants, and other programs.

•Negotiated settlements in high-profile cases exceeding \$1 million and helped negotiate terms in \$82 million settlement.

REASON FOR LEAVING:

Travel policy change.

DATES: From: 3/2020 To: 11/2021	EMPLOYER: San Francisco Bay Bird Observatory	POSITION TITLE: Board Member (volunteer)
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
SUPERVISOR: Marty Michael - Chair of the Board	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
HOURS PER WEEK: 2	# OF EMPLOYEES SUPERVISED: 0	

DUTIES:

•Worked cooperatively with board members to define SFBBO's mission and set policies and priorities; established organizational goals; monitored and evaluated organizational performance; established financial policies; monitored budgets and assured financial accountability; and created fundraising strategies. Advocated and promoted awareness of SFBBO's mission.

•Prepared legal research and advice regarding scientifically-based conservation activities and the operations of a nonprofit. Reviewed contracts regarding conservation, investment services, and nonprofit activities.

REASON FOR LEAVING:

Master of Laws Program.

DATES: From: 1/2015 To: 11/2019	EMPLOYER: Oxley Law Office	POSITION TITLE: Attorney
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
PHONE NUMBER: [REDACTED]	SUPERVISOR: Self-employed - Attorney/Client	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 20	# OF EMPLOYEES SUPERVISED: 0	

DUTIES:

•Provided litigation services to public interest firms with environmental cases in state and federal court. Worked on matters involving the Endangered Species Act, the California Environmental Quality Act, the Clean Water Act, private and public nuisance, toxic products, stormwater runoff, civil procedure, real estate, and local land use codes. Collaborated with attorneys engaged in trial preparation and adapted quickly to matters already in progress.

•Drafted legal motions and briefs; and assisted in drafting pleadings, oppositions to amicus curiae, and oppositions to summary judgment motions. Prepared and drafted state and federal public records requests and discovery documents. Drafted cease and desist letters, and agreements. Provided legal research and analysis, collected and organized evidence, reviewed and analyzed documents, outlined material facts, and initiated contact with experts. Drafted direct and cross-examination questions to be posed to expert witnesses by the trial attorney in a successful Endangered Species Act case, Wishtoyo Foundation v. United Water Conservation District.

•Also conducted legal research on copyright law and health law issues; drafted landlord/tenant agreements, vendor agreements, and a management and operations agreement for a publishing endeavor.

REASON FOR LEAVING:

Entered Master of Laws program.

DATES: From: 12/2015 To: 1/2017	EMPLOYER: Families for Clean Air	POSITION TITLE: Advocate and Board Member (volunteer)
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		COMPANY URL: http://www.familiesforcleanair.org/
PHONE NUMBER: [REDACTED]	SUPERVISOR: Susan Goldsborough - Executive Director	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 2	# OF EMPLOYEES SUPERVISED: 0	

DUTIES:

•Advocated orally at public hearings before the Bay Area Air Quality Management District Board for regional regulatory changes concerning wood smoke. Analyzed technical and scientific evidence concerning the health and climate effects of wood smoke, and the environmental benefits and energy efficiency of electric heat pumps. Group efforts and collaborations with partner organizations culminated in changes to local regulations.

•Provided FCA with research and analysis on legal questions concerning the California Administrative Procedures Act and the Clean Air Act.

REASON FOR LEAVING:

Campaign ended and activities became dormant.

DATES: From: 2/2008 To: 7/2014	EMPLOYER: California Department of Health Care Services	POSITION TITLE: Attorney A-D
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
SUPERVISOR: Michael Kilpatrick-retired (Denise Ackerman) - Assistant Chief Counsel	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 0	

DUTIES:

• Represented the DHCS, a state-administered federal program, in defense and enforcement matters at formal administrative hearings. Handled matters concerning financial audits, health law, benefits, administrative policy, and employment matters. Supplied in-house counsel to program employees at all levels on these issues, as well as issues of federal and state privacy law, conflicts of interest, public records requests, and intellectual property law. Responsibility and complexity progressively increased with promotion through the A-D series.

• Developed excellent organizational, time management, and litigation skills while independently managing, preparing, and bringing a busy caseload of matters to hearing. Propounded and responded to administrative discovery requests; evaluated evidence; developed successful legal theories and strategies grounded in statute, regulations, and case law; prepared witnesses and experts for hearing; presented cases orally to formal tribunals; drafted relevant pretrial motions; authored closing briefs; and negotiated and drafted settlement agreements.

• Maintained good relationships and worked cooperatively with diverse clients, stakeholders, paralegals, and legal assistants preparing cases for hearings. Mentored new attorneys, collaborated with the administrative litigation team on group efforts, and presented training materials. Assisted privacy office in negotiating contract terms with outside vendors. After working hours, directed employees and produced a dual-agency fundraiser talent show and created it to be inclusive and diverse.

• Litigation efforts resulted in an exceptional record on my team of achieving favorable case outcomes through settlement and hearings.

REASON FOR LEAVING:

Expand legal practice.

DATES: From: 9/2005 To: 12/2005	EMPLOYER: Office of the San Francisco City Attorney	POSITION TITLE: Legal Intern
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
SUPERVISOR: Susan Cleveland-Knowles	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
HOURS PER WEEK: 16	# OF EMPLOYEES SUPERVISED: 0	

DUTIES:

Researched and drafted legal memoranda analyzing intergovernmental immunities, construction equipment emissions, earthquake safety regulations, land development, and park regulations. Summarized state legislation, and helped draft local environmental legislation.

REASON FOR LEAVING:

End of semester internship

DATES: From: 7/2004 To: 9/2004	EMPLOYER: California Coastal Commission	POSITION TITLE: Intern
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
SUPERVISOR: Nancy Cave	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
HOURS PER WEEK: 20	# OF EMPLOYEES SUPERVISED: 0	

DUTIES:

Investigated unpermitted coastal obstructions. Examined aerial photos to identify coastal obstructions. Once identified, located property lot number on housing maps and researched whether there was a permit filed for the obstruction. If obstruction was unpermitted, drafted letter to the landowner informing them of their responsibilities under the California Coastal Act.

REASON FOR LEAVING:

School resumed.

DATES: From: 12/1997 To: 10/2002	EMPLOYER: KnitMedia/Knitting Factory	POSITION TITLE: Vice President, Recording Label Group
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
PHONE NUMBER: [REDACTED]	SUPERVISOR: Michael Dorf - President and Owner	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 8	

DUTIES:

• Independently directed and managed the operations of four recording labels, wearing many hats in a start-up environment. Supervised, hired, and trained a close-knit label team. Coordinated and oversaw recording, manufacturing, marketing, and publicity efforts. Responsible for creating marketing plans, developing project strategies, and overseeing implementation with budgets ranging from \$1,000-\$100,000. Monitored and tracked implementation of plans

• Initiated partnerships with domestic and international distributors, vendors, and artists. Negotiated contracts and licensing agreements with partners. Coordinated and collaborated with domestic and international partners on marketing efforts.

• Represented company at domestic and international conferences.

• Restructured and directed operations in the European Office, resolved issues with Dutch Tax Authorities, vendors, and in the collection of delinquent receivables.

• Led team to achieve increased revenues, distribution, and brand recognition.

REASON FOR LEAVING:

Change in ownership.

CERTIFICATES AND LICENSES

TYPE: California State Bar	
LICENSE NUMBER: [REDACTED]	ISSUING AGENCY: California State Bar
TYPE: Certificate in International and Comparative Law	

LICENSE NUMBER:	ISSUING AGENCY: University of San Francisco School of Law
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Skills

OFFICE SKILLS:

Typing: 50

Data Entry: 0

OTHER SKILLS:

Microsoft Office - Intermediate - 15 years and 0 months

Adobe - Intermediate - 2 years and 0 months

Google Docs - Intermediate - 2 years and 2 months

Dropbox - Intermediate - 1 years and 4 months

Microsoft Outlook - Expert - 6 years and 4 months

Clio - Intermediate - 0 years and 4 months

Photoshop - Beginner - 2 years and 0 months

Excel - Intermediate - 6 years and 0 months

PowerPoint - Intermediate - 3 years and 0 months

LANGUAGE(S):

ADDITIONAL INFORMATION

Honors & Awards

Awarded certificate in international and comparative law with honors from University of San Francisco School of Law.

Graduated Magna Cum Laude, Lewis & Clark Law School.

REFERENCES

REFERENCE TYPE: Professional	NAME: Derek Backus	POSITION: Administrative Law Judge II
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]
REFERENCE TYPE: Professional	NAME: Daniel Rohlf	POSITION: Professor
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]
REFERENCE TYPE: Professional	NAME: Shannon Dilley	POSITION: Assistant Chief Counsel
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]

Agency-Wide Questions

1. How did you find out about this position?
Job board/website (list specific under "other")
2. If other, please tell us where.
linkedIn
3. Are you currently legally authorized to work in the United States on a full-time basis?
Yes
4. Are you related to any District employee or Board member?
No
5. Do you now, or will you in the future, require sponsorship for employment visa status (e.g., H-1B visa status)?
No
6. If related to a District employee or Board member, what is their name and their relationship to you?
n/a
7. Are you a current or former employee of the Air District?
No

Job Specific Supplemental Questions

- Please describe any experience or education that directly relates to air quality. Also describe any experience on Boards or Commissions, or in other similar settings where you have interacted with regulated entities and the public in a formal public proceeding.
1. I am a practicing state and environmental public interest attorney with experience related to air quality issues. During the last twelve months, I worked as a Senior Attorney at the California Air Resources Board (CARB) where I have provided counsel to program staff, drafted high-level documents on complicated and sensitive issues, conducted and participated in settlement negotiations on enforcement matters, and reviewed grant agreements and incentive programs. I have been deeply involved with a variety of air-quality issues, including researching the reportage of wildfire greenhouse gases in international, national, and state emissions inventories; helping negotiate terms for a high-profile \$82 million settlement with an oil refinery; and analyzing a lawsuit filed against a CARB program and writing the referral of the matter to the attorney general. I productively managed work flow, helped lead projects to completion, and identified strategies and solutions creatively, while being enthusiastic, congenial, and collaborative. I have been a board member for two organizations. I was an executive board member for the San Francisco Bay Bird Observatory (SFBBO). SFBBO is a science-led conservation organization and its board is active and formal. The board met monthly and worked cooperatively to define SFBBO's mission and set policies and priorities for the staff; establish organizational goals; monitor and evaluate organizational performance; establish financial policies; monitor budgets and assure financial accountability; and create fundraising strategies. In addition, I provided legal research and advice regarding nonprofit operations and helped in the review of conservation and investment contracts. I had earlier been a board member for Families for Clean Air (FCA), an advocacy organization of which the board members were the advocates. At FCA, the board met less formally to discuss strategies and progress regarding a campaign to seek tighter regulations of regional wood smoke regulations. As a board member at FCA, I researched cold-climate electric heat pumps and the harms of wood smoke to human health and the climate and condensed the research into short statements that I presented at public hearings before the Bay Area Air Quality Management District.
 2. Please list professional, trade, or business associations held which relate to the Hearing Board category for which you are applying.
Member of the State Bar of California, member number [REDACTED]
 3. Please list relevant accomplishments, publications, or awards.
I earned a Master of Laws in environmental, natural resources, and energy law from Lewis & Clark Law School, magna cum laude.
 4. The Hearing Board's workload varies, but it can meet as often as two or three times a month in person, almost always on Tuesdays. Meetings are often completed within three hours, but sometimes they can run all day. In addition, Hearing Board members may spend two hours or more reviewing materials in advance of a hearing. Given this schedule, do you believe that you have sufficient time to devote to the Hearing Board activities?
Yes.
 5. What interests you the most about the opportunity to serve on the Air District's Hearing Board?
I am interested in this opportunity to serve and to gain experience making decisions with other hearing board members on matters relevant to the public interest.
 6. Is there anything in your personal or professional background that would conflict with serving on the Hearing Board? For example, do you have client relationship with a facility permitted by the District? Or do you have a relationship with an air quality advocacy organization that could potentially bring a case to the Hearing Board?
No, not presently. I was formally involved with Families for Clean Air, but I am no longer actively engaged with the organization. It is my understanding that it is no longer active.

The following terms were accepted by the applicant upon submitting the online application:

By clicking on the 'Accept' button, I hereby certify that every statement I have made in this application is true and complete to the best of my knowledge. I understand that any false or incomplete answer may be grounds for not employing me or for dismissing me after I begin work. I understand that I will have to produce documentation verifying identity and employment eligibility in the U.S. I understand that I may be required to verify any and all information given on this application. I understand that this completed application is the property of the Air District and will not be returned. I understand the the Air District may contact prior employers and other references. I understand that I must notify the Human Resources Office at [REDACTED] of any changes in my name, address, or phone number.

This application was submitted by Stephanie L Oxley on 1/18/25 1:13 PM

Stephanie L. Oxley Resume

LEGAL EXPERIENCE

California Air Resources Board (CARB)

Senior Attorney

Remote-Sacramento, CA

January 2024-December 2024

Provided written and oral legal advice to CARB's executives, management, and staff on complex legal issues across CARB's programs. Developed strategy and tactics in disputes, negotiation, and in implementing and enforcing regulations. Worked with CARB management and staff, and as needed, officials from other federal and State government agencies, and the California Attorney General's Office on enforcement matters relating to CARB's programs. Reviewed reports, settlement agreements, letters, guidance, and other documents for potential legal issue. Provided legal assistance on incentives, general law topics, grants, and other programs.

- Negotiated settlements in high-profile cases exceeding \$1 million and helped negotiate terms in \$82 million settlement.

San Francisco Bay Bird Observatory (SFBBO)

Board Member (volunteer)

Remote-Milpitas, CA

March 2020 - November 2021

Worked cooperatively with board members to define SFBBO's mission and set policies and priorities; established organizational goals; monitored and evaluated organizational performance; established financial policies; monitored budgets and assured financial accountability; and created fundraising strategies. Conducted and prepared legal research and advice regarding conservation activities and nonprofit operations. Reviewed conservation and investment contracts.

Oxley Law Office

Freelance/Contract Environmental Public Interest Attorney

Kensington, CA

January 2015 - November 2019

Provided litigation services to public interest firms with environmental cases in state and federal court. Worked on matters involving the endangered species, private and public nuisance, toxic products, stormwater runoff, civil procedure, real estate, and local land use codes. Conducted legal research and analysis, collected and organized evidence, reviewed and analyzed documents, outlined material facts, and initiated contact with experts. Drafted discovery requests, discovery motions, motions in limine, public records requests, and letters. Assisted in composing and editing parts of a pleading, an opposition to a summary judgment motion, an adjudication motion, and an amicus brief. Prepared and drafted direct and cross-examination questions posed to expert witnesses at trial in a successful Endangered Species Act case, *Wishtoyo Foundation v. United Water Conservation District*.

Families for Clean Air (FCA)

Board Member (volunteer)

Remote-Mill Valley, CA

January 2015 - January 2017

Advocated orally at public hearings before the Bay Area Air Quality Management District Board for regional regulatory changes concerning wood smoke. Analyzed technical and scientific evidence concerning the health and climate effects of wood smoke, and the environmental benefits and energy efficiency of electric heat pumps. Provided FCA with research and analysis on legal questions concerning the California Administrative Procedures Act and the Clean Air Act.

- Efforts and collaborations with partner organizations culminated in changes to local regulations.

State of California Department of Health Care Services (DHCS)

Administrative Litigation Attorney & House Counsel

Sacramento, CA

February 2008 - June 2014

Represented the DHCS in defense and enforcement matters at formal administrative hearings concerning financial audits, health law, benefits, administrative policy, and employment matters. Provided written and oral counsel to executive managers and staff on the same matters and federal and state privacy law, conflicts of interest, public records requests, and intellectual property law. Responsibility and complexity progressively increased with promotion through the A-D series.

- Developed excellent organizational, time management, and litigation skills while independently managing, preparing, and bringing a busy caseload of matters to hearing. Propounded and responded to administrative discovery requests; evaluated evidence; developed successful legal theories and strategies grounded in statute, regulations, and case law; prepared witnesses and

experts for hearing; presented cases orally to formal tribunals; drafted relevant pretrial motions; authored closing briefs; and negotiated and drafted settlement agreements.

- Maintained good relationships and worked cooperatively with diverse clients, stakeholders, paralegals, and legal assistants. Mentored new attorneys, provided trainings, and collaborated with team. Assisted privacy office negotiating contract terms with outside vendors. Directed employees and produced a dual-agency fundraiser talent show and created it to be inclusive and diverse.
- Maintained exceptional record on team of favorable outcomes through settlement and hearings.

LEGAL INTERNSHIPS

Office of the San Francisco City Attorney

San Francisco, CA

Legal Intern, Land Use and Environmental Division

September - December 2005

Provided legal research in memoranda, summarized legislation, and helped draft local legislation.

California Coastal Commission

San Francisco, CA

Intern (Enforcement Division)

July - August 2004

Analyzed evidence of violations of the California Coastal Act and drafted pre-enforcement letters.

PROJECT & BUSINESS MANAGEMENT EXPERIENCE

KnitMedia, Inc.

New York City, NY /Amsterdam, Netherlands

Vice-President and Director, European Office

2001 - 2002

Vice President, KnitMedia Label Group

1998 - 2002

Label Manager, Shimmy-Disc

1997 - 2000

Label Manager, Knitting Factory Records

1993 - 1995

Independently directed and managed the operations of four recording labels, wearing many hats in a start-up environment. Supervised, hired, and trained a close-knit label team. Coordinated and oversaw recording, manufacturing, marketing, and publicity efforts. Responsible for creating marketing plans, developing project strategies, and overseeing implementation with budgets ranging from \$1,000-\$100,000. Monitored and tracked implementation of marketing plans. Initiated partnerships with domestic and international distributors, vendors, and artists. Negotiated contracts and licensing agreements with partners. Coordinated and collaborated with domestic and international partners on marketing efforts. Represented company at domestic and international conferences. Restructured and directed operations in the European Office, resolved issues with Dutch Tax Authorities, vendors, and in the collection of delinquent receivables.

- Led team to achieve increased revenues, distribution, and brand recognition.

EDUCATION

Lewis & Clark Law School

Portland, OR, January 2020 - May 2022

Master of Laws (LL.M.) in Environmental, Natural Resources, and Energy Law - *magna cum laude*

- **Relevant Course Work:**

- U.S. Climate Change Law
- International Climate Change Law
- International Wildlife Law

- International Environmental Law
- Ocean and Coastal Law
- Administrative Law
- Public Lands Law

- Biodiversity and forest conservation: Wildlife Corridor Acts, 30x30 Policy, & United Nations REDD+

- **Global Law Alliance for Animals and the Environment, law clinic-independent study (2022).**

Helped prepare international legal guidance documents outlining: 1) human rights provisions within the environmental assessment laws of two African nations, and 2) potential land use mechanisms supporting connectivity conservation projects. Outlined emerging climate policies at World Heritage sites for text.

University of San Francisco School of Law

San Francisco, CA, May 2006

Juris Doctor

- Awarded Certificate in International and Comparative Law, *with honors*.
- Environmental Law Society, speaker series organizer.

Oberlin College

Oberlin, OH, May 1987

Bachelor of Arts in Philosophy and minor in Geology

- Elected Station Manager of WOBC-FM, a community/college radio station in Oberlin, OH.

PROFESSIONAL MEMBERSHIPS

Member, State Bar of California, # [REDACTED]

2006 - Current

RESEARCH EXPERIENCE

University of California at Berkeley, Western Consortium for Public Health, Berkeley, CA, University of California at Davis, Davis, CA 1990-1998 Research Assistant

Planned research projects, conducted research, interviews, analyzed statistical data, and wrote reports on findings.

- ◆ Conducted research and interviews for the Oral History Project at the University of California, Berkeley
- ◆ Conducted interviews with a cross section of the African-American Health Care Service providers in Oakland, CA
- ◆ Analyzed and interpreted information on an anti-smoking campaign and wrote a report on my findings for the Western Consortium for Public Health
- ◆ Extracted raw data from a mailing survey on “Sustainable Agriculture,” and set up the format to perform analysis of findings for the Environmental Design Department at the University of California Davis

PUBLICATIONS

McGrew, Teron. February 14, 2022. “A Long Walk to Freedom: From Voting Rights to Environmental Justice.” One Aggie Network, UC Davis Alumni and Affiliate Relations.
<https://alumni.ucdavis.edu/news/a-long-walk-to-freedom>

McGrew, Teron. October 29, 2018. “The History of Residential Segregation in the United States, Title VII, and the Homeownership Remedy.” www.onlinelibrary.wiley.com/doi/10.1111/ajes.12243

AFFILIATIONS, PRESENTATIONS & RECOGNITIONS

Facilitator, Urban Land Institute (ULI) UrbanPlan December 4, 2024	Speaker, San Francisco Bay Conservation & Development Commission. San Francisco Leadership Academy, "Stories of Climate Change: Exploring Causes, Impacts, and Community Solutions" January 15, 2025
Speaker, San Francisco Environment Department (SFE), “Belonging, Racial Equity & System Change & Research on Environmental Educator in San Francisco.” August 6, 2024	Center for Equity in the Sustainability Sector (CESBS) Governance Team, Emerald Cities Collaborative (ECC) September 2022-present
Othering & Belonging Institute Scholarship Recipient, Conference, April 25-27, 2024, Oakland, California	Cal Aggie Alumni Association (CAAA) Board of Directors’ Diversity, Equity & Inclusion (DEI), Vice Chair, July 2024-present

Speaker, UC Davis Global Learning Conference, ‘Leaders in Government’, April 5, 2024	Urban Land Institute, Scholarship Recipient, Spring Meeting, April 9-11, 2024 New York City, New York
Speaker, San Francisco Environment Department (SFE), Community Partnership & Engagement Team, “Community-led Approaches,” February 14, 2024	Speaker, San Francisco Environment Department (SFE), Black History Month Showcase, “Storytelling for Climate Adaptation & Empowerment,” February 15, 2024
Speaker, Getting to Net Zero Forum. “The Nuts & Bolts: Equity & Equitable Decarbonization,” May 12, 2023, Minneapolis, Minnesota	Speaker, Pathway to Equity: “Application & Strategies for Equity.” June 6, 2023
Speaker, NBC Universal Black Employee Network (BEN), “Extreme Weather and the Impacts on Black & Brown Communities.” April 17, 2023	Invitation to First Partner Jennifer Siebel Newson Earth Day, April 22, 2023
Speaker, Californians Climate Action (CCAC) Day of Service December 10, 2022	Invitation to Governor Gavin Newsom Inauguration, January 6, 2023
Urban Land Institute (ULI) San Francisco & San Francisco Mayor Office of Housing & Community Development Bay Area Developers of Color Fellowship Program, Fellow October 2022-August 2023	California Climate Action Corps, Fellow Office of Governor Gavin Newsom September 2022-2023
Speaker: Fireside Chat at the “Women Visionaries” plenary panel at the 2022 California Land Recycling Conference, “Reuse, Rebuild, Revitalize,” June 21-23i, Carson, CA.	USGBC Scholarship Recipient, Greenbuild International Conference + Expo, November 1-3, 2022
Presenter, University of California Davis, Global Learning Conference- Navigating Challenges & Strengths Through Collaboration Action: “Speaking as a First-Generation Student and Passion about Solving Global Challenges-Climate Change.” April 2, 2022.	Fellow, Ripe for Creative Disruption Environmental Justice Movement Fellowship, The Tishman Environment and Design Center, The New School, NYC, November 2021- June, 2023.
San Francisco State University: Professor Sharon Jones: “Climate change and Climate Justice in the United States: Impacts & Adaptation Solutions.” September 27, 2021	Oakland Shoreline Leadership Academy: Presentation- “Climate Change & Environmental Justice” July 24, 2021
Climate Reality Project-Youth Training Series: “Environmental Justice from the Grassroots.” August 22, 2021	Unitarian Universalist Church of Berkeley” Owning and Building Environmental Justice Consciousness”. August 15, 2021
University of California Davis, Cal Aggie Alumni Association (CAAA) Board of Directors, July 1, 2021	Climate Reality Project- Chapter Training Series: Establishing Climate Justice Priorities- June 16, 2021
United States Green Building Council (USGBC) LEED AP with Specialty Scholarship, March 31, 2021	Climate Reality Bay Area Chapter: the 1st Annual Black History Month Program: An evening with UC Davis Vice Chancellor Renetta Garrison

	Tull, Office of Diversity, Equity, and Inclusion. February 24, 2021
Chapter Co-Chair, San Francisco/Bay Area Climate Reality Chapter, February 1, 2021	Member, The Association of Women in Water, Energy and Environment (AWWEE), January 2021
Presentation, The Climate Reality Project, Unity in Community, December 12, 2020, “Environmental Justice, Leaning into Approaches to Redress Racism.”	NAACP’s Centering Equity in the Sustainable Building Sector Environmental and Climate Justice Program (CESBS) Initiative-Build Codes and Standards Working group. October 2020-present
Ellen Kim, San Mateo Office of Sustainability Youth Ambassadorship Program Now Panel Series: “Environmental Justice & Intersectional Environmentalism” https://www.youtube.com/watch?v=KXvHwsxMZw&t=30s&ab_channel=SanMateoCounty%2COfficeofSustainability October 17, 2020.	Climate Changers with Ryan Flavie, Racial Justice, Climate Justice and Equity with Teron McGrew https://climate-changers.simplecast.com/episodes/racial-justice-climate-justice-and-equity October 8, 2020
West Oakland Benefits for Equity (WOBE), January 2020-present	Berkeley Climate Action Coalition (BCAC) Electrification Working Group-April 2019-present
Mentor, Climate Reality Global Activist Training 1 & 3, July & August 2020	City of Berkeley’s Technical Advisory Committee (TAC), September -present
Creator, Climate Reality Bay Area Chapter (CRBA) Climate Justice Virtual Salon Series: Carl Anthony & Paloma Pavel, PhD Action Strategies for Collaboration and Coalition and Interconnection: Black Lives Matter, Just Transition & A Green Economic Recovery.” August 5, 2020. https://www.climate reality bay area.org/events/2020/8/5/monthly-climate-justice-team-meeting	Creator, Climate Reality Bay Area Chapter (CRBA) Climate Justice Virtual Salon Series: Lisa Ferguson PhD: A Discussion with Lisa Ferguson: Climate Justice and Anti-Racism. July 15, 2020. https://www.climate reality bay area.org/events/2020/7/15-salon-series-event#
Jessica Hamilton, Climate Reality Project Communication Manager, Climate Reality Project, Climate Reality Leader Spotlight: Climate Champion Teron McGrew and The Quest for Climate Justice in Reality” June 30, 2020	KQED: Featuring Teron McGrew John Upton, Climate Central: Tear Gas, Pollution, Wildfire Smoke: A Triple Threat to Your Lungs, June 10, 2020. Featuring Teron McGrew

	https://www.kqed.org/science/1965688/tear-gas-pollution-wildfire-smoke-a-triple-threat-to-your-lungs
<p>Creator, Climate Reality Bay Area Chapter (CRBA) Climate Justice Virtual Salon Series: A Discussion with Crystal Huang of People Power Solar Cooperative: People Power: A Worker-Led, Grassroots-Led, Decentralized, Change-Making Organization.</p> <p>June 3, 2020</p> <p>https://www.climate reality bay area.org/events/2020/6/3-salon-series-event</p>	<p>Creator, Climate Reality Bay Area Chapter (CRBA) Climate Justice Virtual Salon Series: A Discussion Jeremy Lent: How Did We Get Here? How Different Ideas of The Universe Shaped History- And Could Shape a Better Future.”</p> <p>May 12, 2020.</p> <p>KQED:</p> <p>https://www.climate reality bay area.org/events/2020/5/12-salon-series-event</p>
Co-Chair, Climate Justice, Climate Reality Project Bay Area Chapter, February 2020-present	Chair, Community Development Block Grant (CDBG), Board, District 1, March 6, 2020-2022
Secretary, Community Development Block Grant (CDBG) Board, District 1 January 2017-present	Board Member, UC Davis, African and African-American Alumni Association 2016-present California Aggie Alumni Association (Lifetime member) 2018
Certified Disaster Service Worker, City of Oakland June 2013-present	Cohort, City of Oakland, Port of Oakland, Oakland A's, West Oakland Environmental Indicator Project (WOEIP), “A's Howard Terminal Community Building Agreement (CBA), Cohort, January 2020-present
Presentation, The Climate Reality Project Leader, Wells Fargo, CleanTech Division, Presentation: The Impacts of Climate Change on Marginalized Communities” January 2019	Presentation, Climate Reality Leader, National Forum for Black Public Administrators (NFBPA), Orlando, Florida, March, 2019, “Climate Change & Marginalized Communities”
Climate Reality Mentor, Climate Reality Leadership Corps, Atlanta, Georgia April 2019	Climate Reality Mentor, Climate Reality Leadership Corps, St. Paul Minneapolis August 2019
Delegate, Silicon Smart Cities Conference April 2018	Advocate, The Dellums Institute for Social Change, \$2.2 million anti-displacement and homelessness funds, May 2018

BOARD MEETING DATE: May 7, 2025

REPORT: Stationary Source Committee

SYNOPSIS: The Stationary Source Committee (Committee) held a meeting on Wednesday, April 9, 2025. The following is a summary of the meeting.

RECOMMENDED ACTION:

This item is provided for the Board's information and awareness; no action is requested at this time.

Ken Carlson, Chair
Stationary Source Committee

KC:mh

Call to Order

Stationary Source Committee (Committee) Chairperson, Ken Carlson, called the meeting to order at 10:00 a.m.

Roll Call:

Present, In-Person (Bay Area Metro Center, 375 Beale Street, 1st Floor Yerba Buena Room, San Francisco, California, 94105): Chairperson Ken Carlson.

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

Present, In-Person Satellite Location: (Office of Alameda County Supervisor Lena Tam, 103 Callan Ave., Suite #103, San Leandro, CA 94577): Director Lena Tam.

Present, In-Person Satellite Location: (Santa Rosa Junior College Campus, Doyle Library, Room 148, 1501 Mendocino Ave., Santa Rosa, CA 95401): Vice Chairperson Lynda Hopkins.

Present, In-Person Satellite Location: (Pittsburg City Hall, 301A City Manager's Office, Mayor/Council Conference Room, 65 Civic Ave. – 3rd Floor, Pittsburg, CA 94565): Director Dionne Adams.

Absent: Directors Brian Colbert, John Gioia, and Rico Medina.

For additional details of the Stationary Source Committee Meeting, please refer to the webcast, [which can be found here](#). Please use the webcast's index to view specific agenda items.

CONSENT CALENDAR

3. APPROVAL OF THE DRAFT MINUTES OF THE STATIONARY SOURCE COMMITTEE MEETING OF MARCH 12, 2025

Public Comments

No requests received.

Committee Comments

None.

Committee Action

Director Tam made a motion, seconded by Director Young, to **approve** the Draft Minutes of the Stationary Source Committee meeting of March 12, 2025; and the motion **carried** by the following vote of the Committee:

AYES:	Carlson, Hopkins, Quinto, Tam, Young.
NOES:	None.
ABSTAIN:	None.
ABSENT:	Adams, Colbert, Gioia, Medina.

INFORMATIONAL ITEMS

4. REFINERY FLARING MINIMIZATION OVERVIEW

Robert Cave, Senior Air Quality Engineer, gave the staff presentation *Refinery Flaring Minimization Efforts*, including: what is a flare system; when do flares occur; current rule requirements; other jurisdictions; Bay Area flaring trends; impetus; potential rule concepts; current status of rule development efforts; and next steps.

Public Comments

Public comments were given by Kathy Kerridge, Benicia resident.

Committee Comments

The Committee and staff discussed the difficulty in predicting and limiting the frequency of “emergency” flares per year at a given facility; the reason for the increase of flaring events and vent gas volume in refineries located in Martinez in 2023; the success of the South Coast Air Quality Management District’s (SCAQMD) rules regarding control of emissions from refinery and non-refinery flares; and the suggestion that the Air District focuses on public outreach regarding flaring for fence-line communities.

Committee Action

No action taken.

5. POTENTIAL AMENDMENTS TO RULE 9-6

Jennifer Lam, Manager in the Rules and Strategic Policy Division, gave the staff presentation *Potential Amendments to Rule 9-6*, including: building nitrogen oxides (NOx) emissions overview; health benefits overview; upcoming implementation timelines; interim Board requirements; remaining challenges to be addressed; Potential amendments to address remaining challenges – alternative compliance plans by installation (Option 1), outlining specific installation types (Option 2), fee structure for manufacturer sales (Option 3); next steps - combination of solutions; additional considerations; and next steps.

Public Comments

Public comments were given by Jared Manning, Burlingame resident; Sam Fishman, San Francisco Bay Area Planning and Urban Research Association; John McKenna; Tony Sirna, Evergreen Action; Tom Kabat, Menlo Park resident; Fernando Gaytan, Earthjustice; David Moeller, Marin/Sonoma Building Electrification Squad; Leslie Alden, Act Now Bay Area; Kathy Kerridge, Benicia resident; Angela Evans, Menlo Spark; Jed Holtzman, Rocky Mountain Institute (RMI); Leah Catanzarite, RMI; Mary Dateo; Tim Frank, Construction Trades Workforce Initiative; and Wade Stano, Marin Clean Energy.

Committee Comments

The Committee and staff discussed residential natural gas combustion trends and contributing factors to associated health impacts; whether the “Alternative Compliance Plans by Installation Project” option would require additional Air District staff; regarding the “Outlining Specific Installation Types” option, whether the Air District could delay finalizing equipment categories to allow the market/technologies to catch up; regarding the “Fee Structure for Manufacturer Sales” option, concerns about the anticipated loss of direct geographic control over distribution of zero NOx units; the comparison of death rates due to air quality issues versus those of other causes; whether any of the proposed options would include low-income communities paying fees to the Air District; the fact that the first and second options protect some renters from rent pass-throughs due to expensive upgrades; concerns about being able to ensure for low-income households; which entity would provide and then remove temporary emergency replacements installations for applicable homes; concerns that additional fees for manufacturers will be passed on to consumers; whether zero NOx units may be affected by tariffs, and where there are domestic manufacturers; whether Rules 9-4 and 9-6 should be mandatory or voluntary; claw backs on federal earmarks for just transition projects, and the suggestion that Air District staff provides the newest Board members a breakdown of Air District (as the recipient) funding sources and allocations; next steps for the Board or committees; whether the Air District is partnering with local governments’ building permit offices to offer exemptions to more challenging cases; whether the amount of time between anticipated adoption and implementation of SCAQMD proposal of manufacturer sales

target of 30% zero NOx units by 2027 is feasible; whether median household income (and “low-income” status) would be considered on a sub-regional level, within the Bay Area; and the suggestion of delaying the Rule 9-6 compliance date of 2027.

Committee Action

No action taken.

OTHER BUSINESS

6. PUBLIC COMMENT ON NON-AGENDA MATTERS

Public comments were given by Bob Brown, Western States Petroleum Association; Marilyn Bardet, Benicia Community Air Monitoring Program; and Kathy Kerridge, Benicia Community Air Monitoring Program.

7. COMMITTEE MEMBER COMMENTS

None.

8. TIME AND PLACE OF NEXT MEETING

Wednesday, May 14, 2025, at 10:00 a.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Stationary Source Committee members and members of the public will be able to either join in-person or via webcast.

Adjournment

The meeting was adjourned at 11:46 a.m.

Attachments

#3 – Approval of the Draft Minutes of the Stationary Source Committee Meeting of March 12, 2025

#4 – Refinery Flaring Minimization Overview

#5 – Potential Amendments to Rule 9-6

BOARD MEETING DATE: May 7, 2025

REPORT: Community Equity, Health, and Justice Committee

SYNOPSIS: The Community Equity, Health, and Justice Committee (Committee) held a meeting on Wednesday, April 9, 2025. The following is a summary of the meeting.

RECOMMENDED ACTION:

This item is provided for the Board's information and awareness; no action is requested at this time.

Noelia Corzo, Chair
Community Equity, Health, and Justice Committee

NC:mh

Community Equity, Health, and Justice Committee (Committee) Chairperson, Noelia Corzo, called the meeting to order at 1:03 p.m.

Roll Call:

Present, In-Person (Bay Area Metro Center, 375 Beale Street, 1st Yerba Buena Room, San Francisco, CA, 94105): Chairperson Noelia Corzo; and Directors Mark Salinas and Shamann Walton.

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

Present, In-Person Satellite Location: (Pittsburg City Hall 301A City Manager's Office Mayor/Council Conference Room 65 Civic Ave. – 3rd Floor Pittsburg, CA 94565): Director Dionne Adams.

Present, In-Person Satellite Location: (San Mateo County Board of Supervisors Offices, 500 County Center, 5th Floor, Redwood City, CA 94063): Director Ray Mueller.

Absent: Vice Chairperson John Gioia; and Directors Brian Barnacle, Monica Brown, Brian Colbert, and Joelle Gallagher.

For additional details of the Community Equity, Health, and Justice Committee Meeting, please refer to the webcast, [which can be found here](#). Please use the webcast's index to view specific agenda items.

CONSENT CALENDAR

3. APPROVAL OF THE DRAFT MINUTES OF THE COMMUNITY EQUITY, HEALTH, AND JUSTICE COMMITTEE MEETING OF MARCH 12, 2025

Public Comments

No requests received.

Committee Comments

None.

Committee Action

Director Walton made a motion, seconded by Director Salinas, to approve the Draft Minutes of the Community Equity, Health, and Justice Committee Meeting of March 12, 2025; and the motion carried by the following vote of the Committee:

AYES:	Adams, Corzo, Mueller, Salinas, Walton, Young.
NOES:	None.
ABSTAIN:	None.
ABSENT:	Barnacle, Brown, Colbert, Gallagher, Gioia.

ACTION ITEMS

4. COMMUNITY BENEFIT FUND DISBURSEMENT PLAN

Community Advisory Council (CAC) Members William Goodwin and Latasha Washington, gave the presentation *Community Benefit Fund Disbursement Plan*, including: outline; requested action; background; March 20, 2025 CAC meeting; processes considered and not selected by the CAC; the “People’s Air Grant Program” (PAGP) elements – grant program goals, eligible applicants and projects, funding tiers, grant administration and accountability; PAGP direct grantmaking process (CAC’s recommendation) – stages 1-3, timeline; next steps; and requested action.

Public Comments

Public comments were given by Mark Williams, Jr., Environmental Justice League.

Committee Comments

The Committee and staff discussed the proposed amount of \$300,000 of the Community Benefit Fund intended to serve as administrative costs in the PAGP grantmaking process, and whether the proposed \$1,000 stipend for project reviewers would be taken from the \$300,000; whether particular non-governmental organizations were considered during the development of the foundation-managed grant program option that was proposed to the CAC, and if so, whether those organizations contributed input regarding

administrative costs rates; whether the foundation-managed grant program option would include audited budgeting for organizations selected (with the Air District as a fiscal sponsor); whether the PAGP option would have the CAC recommend a slate of proposals to the Committee, and then the full Board of Directors for final approval, and whether the administrative cost of \$300,000 would go to cover Air District staff time; the proposed funding tier structure; project reporting requirements; the request for a status update to the Committee, once the Board makes its approval of whatever option is selected; the manner in which the CAC would identify and prioritize project types for the PAGP option; and whether the option of allocating monies from the Community Benefit Fund to local governments to distribute on their own was considered, and potential advantages and disadvantages of involving local governments in the PAGP process.

Committee Action

Director Salinas made a motion, seconded by Director Adams, to recommend that the Board approves the CAC's recommendation of "The PAGP" with a direct grantmaking process for the disbursement of the Community Benefit Fund in a total amount of \$3 million; and the motion carried by the following vote of the Committee:

AYES: Adams, Corzo, Mueller, Salinas, Walton, Young.
NOES: None.
ABSTAIN: None.
ABSENT: Barnacle, Brown, Colbert, Gallagher, Gioia.

5. COMMUNITY ADVISORY COUNCIL SELECTION PROCESS

Lisa Flores, Staff Specialist, gave the staff presentation *CAC Selection Process*, including: recommended action; outline; background; Board selection criteria; propose additional guidance for selection of new applicants; proposed additional guidance for selection for existing CAC members reapplying; application for new applicants; application for new applicants; application for existing CAC members; process and timeline; and recommended action.

Public Comments

No requests received.

Committee Comments

The Committee and staff discussed the reason for separate applications for new and returning CAC members; the process for vetting new and returning candidates; whether a single slate of candidates, consisting of both new and returning members will be proposed to the Board; and discussed the use of the word "civility", stemming from the approved language by the inaugural CAC in the CAC's original charter and now referenced in the proposed additional guidance for the selection of new applicants and application for new CAC members.

Committee Action

Director Salinas made a motion, seconded by Director Walton, to **adopt** (without the need for further Board approval) the following guidance for the Community Advisory Council member selection process and application questions for current Community Advisory Council members reapplying and for new candidates:

1. Proposed CAC member selection process;
2. Proposed application questions for new and returning CAC candidates; and
3. Proposed application question for CAC members who are reapplying, with the addition of, *“Share how you have exemplified civility during your tenure on the CAC, describe how you have worked in a professional manner with colleagues, stakeholders, the public, civil servants, and government staff.”*

The motion carried by the following vote of the Committee:

AYES:	Adams, Corzo, Mueller, Salinas, Walton, Young.
NOES:	None.
ABSTAIN:	None.
ABSENT:	Barnacle, Brown, Colbert, Gallagher, Gioia.

INFORMATIONAL ITEMS

6. MARIE HARRISON ENVIRONMENTAL JUSTICE SCHOLARSHIP PROGRAM UPDATE

Daniel S. Madrigal, Senior Staff Specialist, and Arieann Harrison, Founder and Executive Director of the Marie Harrison Community Foundation (MHCF), gave the presentation *Marie Harrison Environmental Justice Scholarship Program Update*, including: agenda; Marie Harrison; MHCF; scholarship goals and criteria; review of 2024 scholarships; 2024 scholarship winners; Marie Harrison Environmental Justice Scholarship Year 3; and questions/feedback.

Public Comments

Public comments were given by Tonia Randell, MHCF.

Committee Comments

The Committee and staff discussed outreach efforts; and trends in applicants and awardees.

Committee Action

No action taken.

Note: At this point in the meeting (2:36 p.m.), the Committee lost quorum of its members, and the meeting was forced to adjourn. Items 7 through 10 will be taken

up on the agenda for the next meeting of the Community Equity, Health, and Justice Committee.

7. ASSEMBLY BILL 617 PROGRAM UPDATE

OTHER BUSINESS

8. PUBLIC COMMENT ON NON-AGENDA MATTERS

9. COMMITTEE MEMBER COMMENTS

10. REPORT OF THE DEPUTY EXECUTIVE OFFICER OF EQUITY AND COMMUNITY PROGRAMS

11. TIME AND PLACE OF NEXT MEETING

Wednesday, May 14, 2025, at 1:00 p.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Community Equity, Health, and Justice Committee members and members of the public will be able to either join in-person or via webcast.

Adjournment

The meeting was adjourned at 2:37 p.m.

Attachments

#3 – Draft Minutes of the Community Equity, Health, and Justice Committee Meeting of March 12, 2025

#4 – Community Benefit Fund Disbursement Plan

#5 – Community Advisory Council Selection Progress

#6 – Marie Harrison Environmental Justice Scholarship Program Update

#7 – Assembly Bill 617 Program Update

BOARD MEETING DATE: May 7, 2025

REPORT: Policy, Grants, and Technology Committee

SYNOPSIS: The Policy, Grants, and Technology Committee (Committee) held a meeting on Wednesday, April 16, 2025. The following is a summary of the meeting.

RECOMMENDED ACTION:

This item is provided for the Board's information and awareness; no action is requested at this time.

Vicki Veenker, Chair
Policy, Grants, and Technology Committee

VV:mh

CALL TO ORDER:

Opening Comments: Policy, Grants, and Technology Committee (Committee) Chairperson, Vicki Veenker, called the meeting to order at 10:01 a.m.

Roll Call:

Present, In-Person (Bay Area Metro Center (375 Beale Street, 1st Floor Board Room, San Francisco, California, 94105): Committee Chairperson Vicki Veenker; Vice Chairperson Juan González III; and Directors Ken Carlson and Sergio Lopez.

Present, In-Person Satellite Location (Alameda County Board of Supervisors District 3, Office of Supervisor Lena Tam, 101 Callan Avenue, Suite #103, San Leandro, CA 94577): Director Lena Tam.

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

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

Present, In-Person Satellite Location (Office of Supervisor Margaret Abe-Koga, Palo Alto Courthouse, 270 Grant Ave., 1st Floor, Palo Alto, CA 94306): Director Margaret Abe-Koga.

Present, In-Person Satellite Location (City of San Bruno, 567 El Camino Real, Room 138, San Bruno, CA 94066): Directors Rico E. Medina and Ray Mueller.

Absent: Director Otto Lee.

For additional details of the Policy Grants, and Technology Committee Meeting, please refer to the webcast, [which can be found here](#). Please use the webcast's index to view specific agenda items.

CONSENT CALENDAR

3. **APPROVAL OF THE DRAFT MINUTES OF THE POLICY, GRANTS, AND TECHNOLOGY SPECIAL COMMITTEE MEETING OF MARCH 19, 2025**

Public Comments

No requests received.

Committee Comments

None.

Committee Action

Director Carlson made a motion, seconded by Vice Chair González, to **approve** the Draft Minutes of the Policy, Grants, and Technology Committee Meeting of March 19, 2025; and the motion **carried** by the following vote of the Committee:

AYES:	Abe-Koga, Carlson, Gallagher, González, Haubert, Lopez, Medina, Mueller, Tam, Veenker.
NOES:	None.
ABSTAIN:	None.
ABSENT:	Lee.

ACTION ITEMS

4. **STATE LEGISLATIVE UPDATES**

Alan Abbs, Legislative Officer, gave the staff presentation *State Legislative Updates*, including: action requested; outline; Air District co-sponsored bills: Assembly Bill (AB) 14 Hart and Senate Bill (SB) 282 (Wiener); Board-approved position bills: AB 546 (Caloza), AB 339 (Ortega), AB 907 (Chen), AB 1368 (Wallis), 712 (Grove); bills for Committee consideration: AB 674 (Connolly), AB 1106 (Rodriguez), AB 1352 (Solache), SB 69 (McNerney), AB 914 (Garcia), SB 318 (Becker); additional bills of interest for discussion only: SB 34 (Richardson); additional bills for brief discussion: and recap of action requested.

Public Comments

No requests received.

Committee Comments

The Committee and staff discussed the following:

Regarding AB 222 (Bauer-Kahan) – Data centers: energy usage reporting and efficiency standards: electricity rates: A Committee member's desire to receive a report on the bill at the next Committee meeting.

Regarding AB 1352 (Solache) – Community air protection programs: financial support: A Committee member's belief that there is too much ambiguity in the bill's current language and subsequently, that supporting it is without amendments is not currently feasible.

Regarding SB 34 (Richardson) – Air pollution: South Coast Air Quality Management District: mobile sources: public seaports: Whether to adopt a "watch" or "oppose" position on this bill; the desire to stand in solidarity with the South Coast Air Quality Management District's (AQMD) efforts; the author's objective of the bill; the scheduled hearing dates for this bill, and whether the Air District's Board would be able to consider adoption of a position in time; and concern regarding potential risk and removal of air districts' authority.

Regarding SB 318 (Becker) – Air pollution: stationary sources: best available control technology: indirect sources: Committee members' desire to work with Senator Becker's office on revising the bill's language, to improve implementation, and other Committee member's appreciation for wanting to preserve their and the Air District's relationship with Senator Becker, but belief that Senator Becker's office may not incorporate the Air District's desired revisions, and that opposing the bill is the only option; whether to adopt a "watch", "oppose", or "oppose unless amended" position on this bill; which entities may have either sponsored or supported this bill; whether Senator Becker plans to negotiate amendments with the South Coast AQMD; whether to bring this bill back to the Board for consideration, despite the fact that the Board (on April 2, 2025) delegated authority to the Committee determine a final position on April 16, 2025; concerns regarding the perceived level of uncertainty in this bill's current language and centralization of power of the California Air Resources Board (CARB) over local air districts; the problem that this bill addresses (purpose of the bill); and the nature of the relationship between the Air District and CARB.

Committee Action

ORIGINAL MOTION

Director Carlson made a motion, seconded by Director Haubert, to recommend the Board **adopt** the following positions on the following bills:

1. Support AB 674 (Connolly) – Clean Cars 4 All Program
2. Support AB 1106 (Rodriguez) – State Air Resources Board: regional air quality incident response program
3. Support AB 1352 (Solache) – Community air protection programs: financial support
4. Support SB 69 (McNerney) – Clean Cars 4 All Program
5. Work With Author AB 914 (Garcia) – Air pollution: indirect sources: toxic air contaminants

6. Watch SB 34 (Richardson) – Air pollution: South Coast Air Quality Management District: mobile sources: public seaports

FRIENDLY AMENDMENT

Director Gallagher suggested separating SB 34 (Richardson) from the first five bills that staff recommended for the Committee's consideration. The motioner and seconder of the original motion agreed.

AMENDED MOTION

Director Carlson made a motion, seconded by Director Haubert, to recommend the Board **adopt** the following positions on the following bills:

1. Support AB 674 (Connolly) – Clean Cars 4 All Program
2. Support AB 1106 (Rodriguez) – State Air Resources Board: regional air quality incident response program
3. Support AB 1352 (Solache) – Community air protection programs: financial support
4. Support SB 69 (McNerney) – Clean Cars 4 All Program
5. Work With Author AB 914 (Garcia) – Air pollution: indirect sources: toxic air contaminants

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

AYES:	Abe-Koga, Carlson, Gallagher, González, Haubert, Lopez, Medina, Mueller, Tam, Veenker.
NOES:	None.
ABSTAIN:	None.
ABSENT:	Lee.

Director Haubert made a motion, seconded by Director Carlson, to recommend the Board **adopt** the position of watch on SB 34 (Richardson); and the motion **carried** by the following vote of the Committee:

AYES:	Abe-Koga, Carlson, González, Haubert, Lopez, Medina, Mueller, Tam, Veenker.
NOES:	Gallagher.
ABSTAIN:	None.
ABSENT:	Lee.

Vice Chair González made a motion, seconded by Director Tam, that the Committee **adopts (with final authority, on behalf of the Board)** the position of oppose unless amended on SB 318 (Becker) – Air pollution: stationary sources: best available control technology: indirect sources. Amendments include, "Make amendments in principle, so the bill does not usurp local air district authority and does not significantly impact the Air District's ability to process permits in an efficient way."

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

AYES: Carlson, Gallagher, González, Haubert, Tam, Veenker.
NOES: Abe-Koga, Lopez, Medina, Mueller.
ABSTAIN: None.
ABSENT: Lee.

5. **TRANSPORTATION FUND FOR CLEAN AIR (TFCA) 40% FUND ALLOCATION AND EXPENDITURE PLANS FOR FISCAL YEAR ENDING (FYE) 2026**

Dr. Minda Berbeco, Strategic Incentives Manager, gave the staff presentation *TFCA 40% Fund Allocation and Expenditure Plans for FYE 2026* including: TFCA; project types funded in previous years; expenditure plan for TFCA 40% fund in FYE 2026; and recommendations.

Public Comments

No requests received.

Committee Comments

The Committee and staff discussed the reprogrammed amount of over \$2 million in TFCA funds for the Alameda County Transportation Commission within the Proposed Allocation and Planned Expenditures for the TFCA 40% Fund FYE 2026.

Committee Action

Vice Chair González made a motion, seconded by Director Carlson, to do the following:

1. **Approve** the proposed allocation of and expenditure plans for the estimated new TFCA revenue to each of the nine Administering Agencies for FYE 2026 that will be funded by the 40% portion of the TFCA; and
2. **Authorize** the Executive Officer/Air Pollution Control Officer (APCO) to enter into funding agreements with the Administering Agencies for TFCA revenues that will be paid for by the 40% portion of the TFCA to be programmed in FYE 2026.

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

AYES: Abe-Koga, Carlson, González, Haubert, Lopez, Medina, Mueller, Tam, Veenker.
NOES: None.
ABSTAIN: None.
ABSENT: Gallagher, Lee.

OTHER BUSINESS

6. **PUBLIC COMMENT ON NON-AGENDA MATTERS**

No requests received.

7. COMMITTEE MEMBER COMMENTS

None.

8. TIME AND PLACE OF NEXT MEETING

At the end of this meeting, the next meeting of the Policy, Grants, and Technology Committee was scheduled for Wednesday, May 21, 2025. After the meeting adjourned, the next meeting was scheduled for Wednesday, June 18, 2025, at 10:00 a.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Policy, Grants, and Technology Committee members and members of the public will be able to either join in-person or via webcast.

Adjournment

The meeting was adjourned at 11:54 a.m.

Attachments

- #3 – Approval of the Draft Minutes of the Policy, Grants, and Technology Committee Meeting of March 19, 2025
- #4 – State Legislative Updates
- #5 – Transportation Fund for Clean Air 40% Fund Allocation and Expenditure Plans for Fiscal Year Ending 2026

BOARD MEETING DATE: May 7, 2025

REPORT: Finance and Administration Committee

SYNOPSIS: The Finance and Administration (Committee) held a meeting on Wednesday, April 16, 2025. The following is a summary of the meeting.

RECOMMENDED ACTION:

This item is provided for the Board's information and awareness; no action is requested at this time.

Lynda Hopkins, Chair
Finance and Administration Committee

LH:mh

CALL TO ORDER:

Finance and Administration Committee (Committee) Chairperson, Lynda Hopkins, called the meeting to order at 1:01 p.m.

Note: General Counsel Alexander Crockett announced that the Zoom link for this meeting was not working, due to a worldwide outage of the Zoom platform. Mr. Crockett noted that the Brown Act does not require a Zoom link to be made available, and that the agenda for this meeting notes that the link is provided for the public's convenience only and that the Committee expressly reserves the right to conduct the meeting without the Zoom link. Mr. Crockett also noted that the Beale Street location in San Francisco and the Scott Haggerty Heritage House location in Pleasanton are open for members of the public to attend and participate in the meeting, and he explained that members of the public could also email any comments using a link provided on the Air District's website and a staff member will read them out for the Committee during the public comment portions of the meeting. Members of the public were also able to observe the meeting via a streaming link available on the website.

Roll Call:

Present, In-Person (Bay Area Metro Center (375 Beale Street, 1st Floor Board Room, San Francisco, California, 94105): Chairperson Lynda Hopkins; and Directors Noelia Corzo, Juan González III, Sergio Lopez, and Vicki Veenker.

Present, In-Person Satellite Location (Scott Haggerty Heritage House, 4501 Pleasanton Avenue, Pleasanton, CA 94566): Director David Haubert.

Absent: Vice Chairperson Tyrone Jue.

For additional details of the Finance and Administration Committee Meeting, please refer to the webcast, [which can be found here](#). Please use the webcast's index to view specific agenda items.

CONSENT CALENDAR

3. APPROVAL OF THE DRAFT MINUTES OF THE FINANCE AND ADMINISTRATION SPECIAL COMMITTEE MEETING OF MARCH 19, 2025

Public Comments

No requests received.

Committee Comments

None.

Committee Action

Director González made a motion, seconded by Director Veenker, to **approve** the Draft Minutes of the Finance and Administration Committee Meeting of March 19, 2025; and the motion **carried** by the following vote of the Committee:

AYES:	Corzo, González, Haubert, Hopkins, Lopez, Veenker.
NOES:	None.
ABSTAIN:	None.
ABSENT:	Jue.

ACTION ITEMS

4. CHANGES TO MANAGEMENT CLASSIFICATIONS

Lisa Baker, Human Resources Director, gave the staff presentation *Changes to Management Classifications*, including: outline; classification and compensation study background and update; classification study findings; proposed management classification changes; and recommended action.

Public Comments

No requests received.

Committee Comments

The Committee and staff discussed whether “officer” and “director” positions are at will positions; and the manner in which the classification study focuses on equity.

Committee Action

Director González made a motion, seconded by Director Corzo, to recommend the Board take the following proposed actions:

Remove these 36 outdated and redundant management classifications	Revise these five existing management classifications to align with updated job functions, duties, and responsibilities	Approve the creation of these five new management classifications <i>*The Director/Officer classification is separated into their own distinct classifications based on span of control and complexity of work.</i>
Air Monitoring Manager	Staff Attorney / Staff Attorney Trainee	Assistant Deputy Executive Officer
Air Quality Engineering Manager	Assistant Counsel I/II	*Director
Air Quality Planning Manager	Senior Assistant Counsel	*Officer
Air Quality Program Manager	Deputy Executive Officer	Manager I
Assistant Manager	Manager II	Senior Manager
Audit and Special Projects Manager		
Business Manager		
Civil Rights Officer		
Communications Officer		
Deputy Air Pollution Control Officer		
Director of Administration		
Director of Communications and Outreach		
Director of Enforcement		
Director of Engineering		
Director of Information Services		
Director of Planning and Research		
Director of Public Information		
Director of Strategic Incentives		
Director of Technical Services		
Director/Officer		
Engineering Project Processing Manager		
Executive Operations Manager		
Finance Manager		
Fleet and Facilities Manager		
Health Officer		
Health and Science Officer		
Human Resources Manager		
Human Resources Officer		
Information Systems Manager		
Information Technology Officer		
Laboratory Manager		
Manager of Executive Operations		
Meteorology and Data Analysis Manager		
Research and Modeling Manager		
Senior Policy Advisor		
Strategic Facilities Planning Manager		

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

AYES: Corzo, González, Haubert, Hopkins, Lopez, Veenker.
NOES: None.
ABSTAIN: None.
ABSENT: Jue.

5. RECOMMEND CANDIDATES FOR APPOINTMENT TO THE AIR DISTRICT'S HEARING BOARD

Hyacinth Hinojosa, Deputy Executive Officer of Finance and Administration, gave the staff presentation *Recommend Candidates for Appointment to the Air District's Hearing Board*, including: background; and discussion.

Mr. Hinojosa explained the following:

At the Committee's March 19, 2025, meeting, the Committee was asked to consider candidates for five appointments to the Air District's Hearing Board. The Committee recommended the three Hearing Board incumbents for re-appointment, leaving the following two positions still vacant, effective April 6:

1. Alternate Member in the Attorney category; and
2. Alternate Member A in the Public Category

At the March 19, 2025, meeting, the Committee interviewed four out of five applicants for the Alternate Member (Attorney Category) and Alternate Member A (Public Category) seats. Due to a scheduling error, one applicant was unable to attend the March 19, 2025, meeting, so committee recommendations were deferred until this applicant could be interviewed, which would have been the April Finance and Administration Committee meeting. However, on April 2, 2025, and unrelated to the scheduling error, that applicant who was unable to attend interviews on March 19 informed staff of their official withdrawal from consideration. Therefore, the following candidates (who have already been interviewed) are to be considered for the following positions at the April Finance and Administration Committee meeting:

Attorney (Alternate) Category

Stephanie Oxley – Kensington, 94707

Public A (Alternate) Category

John Dvorak – Albany, 94706

Teron McGrew – Oakland, 94609

Wayne Farrens – Sacramento, 95817

Public Comments

No requests received.

Committee Comments

None.

Committee Action

Director González made a motion, seconded by Director Lopez, to recommend the Board approve the appointment of Stephanie Oxley to the position of Alternate Member in the Attorney Category of the Air District's Hearing Board, and the appointment of Wayne Farrens to the position of Alternate Member A in the Public Category of the Air District's Hearing Board; the motion carried by the following vote of the Committee:

AYES: Corzo, González, Haubert, Hopkins, Lopez, Veenker.
NOES: None.
ABSTAIN: None.
ABSENT: Jue.

INFORMATIONAL ITEMS

6. AIR DISTRICT FINANCIAL AUDIT REPORT FOR FISCAL YEAR ENDING 2024

Joseph Moussa of Simpson & Simpson LLP, gave the presentation *Fiscal Year 2024 Bay Area Air Quality Management District Presentation of Audit Results to the Finance and Administration Committee*, including: agenda; auditor's required communication Statements on Auditing Standards (SAS) 114; auditor's results and highlights of the basic financial statements; and audit results and highlights of the single audit.

Public Comments

No requests received.

Committee Comments

The Committee and staff discussed the Air District's first contribution (\$10 million [M]) into the California Employers' Pension Prefunding Trust (CEPPT); considerations regarding the prevention of fraud risk and conflict of interest risk; and the root cause of deficiencies in internal control over compliance (specifically regarding professional service fees charged by a vendor and paid by the Air District for eight positions were either not listed or was in excess of the rates established in the Professional Services Contract).

Committee Action

No action taken.

7. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CALPERS)

Leonid Bak, Senior Advanced Project Advisor, gave the staff presentation *Pension Funding – Background and Status*, including: outline; define the terms; Air District's

pension funded ratio; Board actions on pensions funding; background on policy options for unfunded retirement liabilities – 2019; financial performance: California Employers' Retiree Benefit Trust (CERBT); financial performance: California Employers' Pension Prefunding Trust (CEPPT), projected versus actual; is transferring a lump sum to the Public Employees Retirement Fund (PERF) now a good option; summary: options to reduce unfunded liabilities; and questions for discussion.

Public Comments

No requests received.

Committee Comments

The Committee and staff discussed the Committee's desire for an increase in prefunding liabilities; the breakdown of the Air District's pension trust (77% funded = 72% from CalPERS and 5% from CEPPT); OPEB liability; the advantages and disadvantages of one day making direct annual payments to CalPERS, and other options to reduce unfunded liability; the Air District's historical annual OPEB contributions, and methodologies used to make those assessments; whether required contributions for CalPERS have increased over time for the Air District, as they have for local governments; the history of the Air District's participation in the San Mateo County Investment Fund that is regulated by the California Government Code under the oversight of the Treasury of the County of San Mateo; the desire for the Air District to use its reserves to significantly pay down its unfunded CalPERS liability (perhaps an annual amount of \$20 M instead of \$5 M); and potential risk regarding creating too many new reserves, and the suggestion of hiring a consultant to help the Air District make those decisions to make meaningful progress.

Committee Action

No action taken.

OTHER BUSINESS

8. PUBLIC COMMENTS ON NON-AGENDA MATTERS

No requests received.

9. COMMITTEE MEMBER COMMENTS

None.

10. TIME AND PLACE OF NEXT MEETING

At the end of this meeting, the next meeting of the Finance and Administration Committee was scheduled for Wednesday, May 21, 2025. After the meeting adjourned, the next meeting was scheduled for Wednesday, June 18, 2025, at 1:00 p.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Finance and

Administration Committee members and members of the public will be able to either join in-person or via webcast.

Adjournment

The meeting was adjourned at 2:26 p.m.

Attachments

- #3 – Approval of the Draft Minutes of the Finance and Administration Committee Meeting of March 19, 2025
- #4 – Changes to Management Classifications
- #5 – Recommend Candidates for Appointment to the Air District's Hearing Board
- #6 – Air District Financial Audit Report for Fiscal Year Ending 2024
- #7 – California Public Employees' Retirement System

BAY AREA AIR DISTRICT
Memorandum

To: Chairperson Lynda Hopkins and Members
of the Board of Directors

From: Philip M. Fine
Executive Officer/APCO

Date: May 7, 2025

Re: Public Hearing to Receive Testimony on Proposed Amendments to Air
District Regulation 3: Fees

RECOMMENDED ACTION

No action is requested at this hearing. This hearing is for considering and taking public testimony on the proposed amendments only. The Board of Directors will consider adoption of the proposed amendments at future hearings on June 4, 2025, and July 2, 2025.

BACKGROUND

Air District staff develop recommended amendments to the Air District's fee regulation as part of the budget preparation process. On December 7, 2022, the Board of Directors (Board) adopted an updated Cost Recovery and Containment Policy for fee-based activity that established a goal of increasing fee revenue sufficient to achieve 100 percent recovery of regulatory program costs. Progress towards this target is reported to the Board annually by Air District staff and is periodically reviewed by outside consultants.

DISCUSSION

Consistent with the Cost Recovery and Containment Policy, draft amendments to specific fee schedules were made in consideration of the 2021 Cost Recovery and Containment Study, the 2022 Cost Recovery Report and Board direction. This work, conducted at the fee schedule level, recommends two sets of amendments to the fee regulation.

The first set of amendments consists of the following:

- A 2.8% increase, equal to the increase in the Consumer Price Index for Bay Area Urban Wage Earners and Clerical Workers (CPI-W) for the most recent year, is proposed for Schedule M and schedules with a cost recovery rate of at least 100 percent but less than 110 percent:

- Schedule B Combustion of Fuels
- Schedule D Gasoline Transfer at Gas Dispensing Facilities & Bulk Plants and Bulk Terminals
- A 15% increase is proposed for schedules with a cost recovery rate less than 100 percent:
 - Schedule A Hearing Board Fees
 - Schedule E Solvent Evaporating Sources
 - Schedule F Miscellaneous Sources
 - Schedule G1 Miscellaneous Sources
 - Schedule G2 Miscellaneous Sources
 - Schedule G3 Miscellaneous Sources
 - Schedule G4 Miscellaneous Sources
 - Schedule G5 Miscellaneous Sources
 - Schedule H Semiconductor and Related Operations
 - Schedule K Solid Waste Disposal Sites
 - Schedule P Major Facility Review Fees
 - Schedule W Petroleum Refining Emissions Tracking Fees

The first set of proposed amendments also includes the following key amendments:

- Fees that are administrative in nature would be increased by the CPI-W.
- Non-cost recovery fee schedules would be increased by the CPI-W.
 - Schedule I Dry Cleaners (not registered)
 - Schedule M Major Stationary Source Fees
- Align Risk Assessment Fees in Schedules B and D.A.
- Increase the gross annual income limit in the definition of a small business to \$1,500,000.
- Update outdated or remove obsolete references.

A copy of the changes to Regulation 3 (Fees) that would be made by this first set of proposed amendments is provided in Attachment 1. The public hearing to consider adoption of this first set of proposed amendments is scheduled for June 4, 2025.

The second set of amendments consists of a proposed 15% increase in the following fee schedules:

- Schedule S Naturally Occurring Asbestos (NOA) Operations
- Schedule V Open Burning: Marsh Management fees only

A copy of the changes to Regulation 3 (Fees) that would be made by this second set of proposed amendments is provided in Attachment 2. The public hearing to consider adoption of this second set of proposed amendments is scheduled for July 2, 2025. These amendments will be considered on July 2 because they may not be adopted until at least 30 days after the first public hearing. The first regular Board meeting after the initial May 7, 2025, public hearing is the July 2, 2025, meeting. This 30-day requirement does not apply to the fee changes included in the first set of amendments. Attachment 3

shows a final version of all Regulation 3 proposed amendments.

At the May 7, 2025, public hearing, staff will provide the Board with additional details regarding both sets of draft fee amendments, overall cost recovery, and the proposed increases for the upcoming fiscal year. A summary of public comments received to date will be provided.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The first set of proposed fee amendments would increase fee revenue in Fiscal Year Ending 2026 by an estimated \$4.3 million from fee schedule revenue that would otherwise result without the amendments. The second set of proposed fee amendments would increase fee revenue by an estimated \$53,000.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Fred Tanaka
Reviewed by: Pamela J. Leong and Dr. Meredith Bauer

ATTACHMENT(S):

1. Attachment 1 - Regulation 3 - Tracked Changes - June 4, 2025
2. Attachment 2 - Regulation 3 - Tracked Changes - July 2, 2025
3. Attachment 3 - Regulation 3 - Clean Version
4. Attachment 4 - 2025 Cost Recovery Report
5. Proposed Amendments to Air District Regulation 3 Fees for FYE 2026 Presentation

Proposed Amendments for June 4, 2025 Public Hearing

Note to reviewers: The Air District Board of Directors will also be considering other changes to Regulation 3 at its meeting on July 2, 2025.

REGULATION 3 FEES INDEX

3-100 GENERAL

- 3-101 Description
- 3-102 Deleted July 12, 1989
- 3-103 Exemption, Abatement Devices
- 3-104 Deleted August 2, 1995
- 3-105 Exemption, Excavation of Contaminated Soil and Removal of Underground Storage Tank Operation Fees
- 3-106 Deleted December 2, 1998
- 3-107 Exemption, Sources Exempt from Permit Requirements

3-200 DEFINITIONS

- 3-201 Cancelled Application
- 3-202 Gasoline Dispensing Facility
- 3-203 Filing Fee
- 3-204 Initial Fee
- 3-205 Authority to Construct
- 3-206 Modification
- 3-207 Permit to Operate Fee
- 3-208 Deleted June 4, 1986
- 3-209 Small Business
- 3-210 Solvent Evaporating Source
- 3-211 Source
- 3-212 Deleted August 2, 1995
- 3-213 Major Stationary Source
- 3-214 Deleted March 1, 2000
- 3-215 Deleted March 1, 2000
- 3-216 Deleted March 1, 2000
- 3-217 Deleted March 1, 2000
- 3-218 Deleted March 1, 2000
- 3-219 Deleted March 1, 2000
- 3-220 Deleted March 1, 2000
- 3-321 Deleted March 1, 2000
- 3-222 Deleted March 1, 2000
- 3-223 Start-up Date
- 3-224 Permit to Operate
- 3-225 Deleted June 3, 2015
- 3-226 Air Toxics "Hot Spots" Information and Assessment Act of 1987
- 3-227 Toxic Air Contaminant, or TAC
- 3-228 Deleted December 2, 1998
- 3-229 Deleted December 2, 1998
- 3-230 Deleted December 2, 1998
- 3-231 Deleted December 2, 1998
- 3-232 Deleted December 2, 1998
- 3-233 Deleted December 2, 1998
- 3-234 Deleted December 2, 1998
- 3-235 Deleted December 2, 1998
- 3-236 Deleted December 2, 1998
- 3-237 PM₁₀
- 3-238 Risk Assessment Fee

3-239 Toxic Surcharge
 3-240 Biogenic Carbon Dioxide
 3-241 Green Business
 3-242 Incident
 3-243 Incident Response
 3-244 Permit to Operate Renewal Date
 3-245 Permit Renewal Period
 3-246 Overburdened Community

3-300 STANDARDS

3-301 Hearing Board Fees
 3-302 Fees for New and Modified Sources
 3-303 Back Fees
 3-304 Alteration
 3-305 Cancellation or Withdrawal
 3-306 Change in Conditions
 3-307 Transfers
 3-308 Change of Location
 3-309 Deleted June 21, 2017
 3-310 Fee for Constructing Without a Permit
 3-311 Banking
 3-312 Emission Caps and Alternative Compliance Plans
 3-313 Deleted May 19, 1999
 3-314 Deleted August 2, 1995
 3-315 Costs of Environmental Documentation
 3-316 Deleted June 6, 1990
 3-317 Asbestos Operation Fee
 3-318 Public Notice Fee
 3-319 Major Stationary Source Fees
 3-320 Toxic Inventory Fees
 3-321 Deleted December 2, 1998
 3-322 Deleted June 5, 2024
 3-323 Pre-Certification Fees
 3-324 Deleted June 7, 2000
 3-325 Deleted December 2, 1998
 3-326 Deleted December 2, 1998
 3-327 Permit to Operate, Renewal Fees
 3-328 Fee for OEHA Risk Assessment Reviews
 3-329 Fees for New Source Review Health Risk Assessment
 3-330 Fee for Renewing an Authority to Construct
 3-331 Registration Fees
 3-332 Naturally Occurring Asbestos Fees
 3-333 Major Facility Review (MFR) and Synthetic Minor Application Fees
 3-334 Greenhouse Gas Fees
 3-335 Deleted June 5, 2024
 3-336 Open Burning Operation Fees
 3-337 Exemption Fees
 3-338 Incident Response Fees
 3-339 Refining Emissions Tracking Fees
 3-340 Major Stationary Source Community Air Monitoring Fees
 3-341 Fee for Risk Reduction Plan
 3-342 Fee for Facility-Wide Health Risk Assessment
 3-343 Fees for Air Dispersion Modeling
 3-344 Rounding
 3-345 Evaluation of Plans, Regulation 6

- 3-346 Request for a Petition, Regulation 8
- 3-347 Evaluation of Reports, Organic Waste Recovery Sites

3-400 ADMINISTRATIVE REQUIREMENTS

- 3-401 Permits
- 3-402 Single Anniversary Date
- 3-403 Change in Operating Parameters
- 3-404 Deleted June 7, 2000
- 3-405 Fees Not Paid
- 3-406 Deleted June 4, 1986
- 3-407 Deleted August 2, 1995
- 3-408 Permit to Operate Valid for 12 Months
- 3-409 Deleted June 7, 2000
- 3-410 Deleted August 2, 1995
- 3-411 Advance Deposit of Funds
- 3-412 Deleted December 2, 1998
- 3-413 Toxic "Hot Spots" Information and Assessment Act Revenues
- 3-414 Deleted December 2, 1998
- 3-415 Failure to Pay - Further Actions
- 3-416 Adjustment of Fees
- 3-417 Temporary Amnesty for Unpermitted and Unregistered Sources
- 3-418 Temporary Incentive for Online or Electronic Transactions
- 3-419 Industry Compliance School

3-500 MONITORING AND RECORDS (None Included)

3-600 MANUAL OF PROCEDURES (None Included)

FEE SCHEDULES

- SCHEDULE A HEARING BOARD FEES
- SCHEDULE B COMBUSTION OF FUEL
- SCHEDULE C STATIONARY CONTAINERS FOR THE STORAGE OF ORGANIC LIQUIDS
- SCHEDULE D GASOLINE TRANSFER AT GASOLINE DISPENSING FACILITIES, BULK PLANTS AND TERMINALS
- SCHEDULE E SOLVENT EVAPORATING SOURCES
- SCHEDULE F MISCELLANEOUS SOURCES
- SCHEDULE H SEMICONDUCTOR AND RELATED OPERATIONS
- SCHEDULE I DRY CLEANERS
- SCHEDULE J DELETED February 19, 1992
- SCHEDULE K SOLID WASTE DISPOSAL SITES
- SCHEDULE L ASBESTOS OPERATIONS
- SCHEDULE M MAJOR STATIONARY SOURCE FEES
- SCHEDULE N TOXIC INVENTORY FEES
- SCHEDULE O DELETED May 19, 1999
- SCHEDULE P MAJOR FACILITY REVIEW FEES
- SCHEDULE Q DELETED June 5, 2024
- SCHEDULE R EQUIPMENT REGISTRATION FEES
- SCHEDULE S NATURALLY OCCURRING ASBESTOS OPERATIONS
- SCHEDULE T GREENHOUSE GAS FEES
- SCHEDULE U DELETED June 7, 2023
- SCHEDULE V OPEN BURNING
- SCHEDULE W REFINING EMISSIONS TRACKING FEES
- SCHEDULE X MAJOR STATIONARY SOURCE COMMUNITY AIR MONITORING FEES

REGULATION 3 FEES

(Adopted June 18, 1980)

3-100 GENERAL

3-101 Description: This regulation establishes the regulatory fees charged by the Air District.

(Amended 7/6/83, 11/2/83, 2/21/90, 12/16/92, 8/2/95, 12/2/98, 5/21/03, 5/21/08, 5/20/09, 6/19/13, X/X/XX)

3-102 Deleted July 12, 1989

3-103 Exemption, Abatement Devices: Installation, modification, or replacement of abatement devices on existing sources are subject to fees pursuant to Section 3-302.3. All abatement devices are exempt from annual permit renewal fees. However, emissions from abatement devices, including any secondary emissions, shall be included in facility-wide emissions calculations when determining the applicability of and the fees associated with Schedules M, N, P, and T.

(Amended 6/4/86; 7/1/98; 6/7/00; 5/21/08)

3-104 Deleted August 2, 1995

3-105 Exemption, Excavation of Contaminated Soil and Removal of Underground Storage Tank Operation Fees: Fees shall not be required, pursuant to Section 3-322, for operations associated with the excavation of contaminated soil and the removal of underground storage tanks if one of the following is met:

105.1 The tank removal operation is being conducted within a jurisdiction where the APCO has determined that a public authority has a program equivalent to the Air District program and persons conducting the operations have met all the requirements of the public authority.

105.2 Persons submitting a written notification for a given site have obtained an Authority to Construct or Permit to Operate in accordance with Regulation 2, Rule 1, Section 301 or 302. Evidence of the Authority to Construct or the Permit to Operate must be provided with any notification required by Regulation 8, Rule 40.

(Adopted 1/5/94; Amended 5/21/03, X/X/XX)

3-106 Deleted December 2, 1998

3-107 Exemption, Sources Exempt from Permit Requirements: Any source that is exempt from permit requirements pursuant to Regulation 2, Rule 1, Sections 103 through 128 is exempt from permit fees. However, emissions from exempt sources shall be included in facility-wide emissions calculations when determining the applicability of and the fees associated with Schedules M, N, and P.

(Adopted 6/7/00)

3-200 DEFINITIONS

3-201 Cancelled Application: Any application which has been withdrawn by the applicant or cancelled by the APCO for failure to pay fees or to provide the information requested to make an application complete.

(Amended 6/4/86, 4/6/88)

3-202 Gasoline Dispensing Facility: Any stationary facility which dispenses gasoline directly into the fuel tanks of vehicles, such as motor vehicles, aircraft or boats. The facility shall be treated as a single source which includes all necessary equipment for the exclusive use of the facility, such as nozzles, dispensers, pumps, vapor return lines, plumbing and storage tanks.

(Amended 2/20/85)

3-203 Filing Fee: A fixed administrative fee

(Amended 6/4/86, 6/7/23)

3-204 Initial Fee: The fee required based on the type and size of the source or an hourly rate of actual costs incurred by the Air District.

(Amended 6/4/86, 6/7/23, X/X/XX)

3-205 Authority to Construct: Written authorization from the APCO, pursuant to Section 2-1-301, for a source to be constructed or modified or for a source whose emissions will be reduced by the construction or modification of an abatement device.

- (Amended 6/4/86)
- 3-206 Modification:** See Section 1-217 of Regulation 1.
- 3-207 Permit to Operate Fee:** The fee required for the annual renewal of a permit to operate or for the first year of operation (or prorated portion thereof) of a new or modified source which received an authority to construct.
- (Amended 6/4/86, 7/15/87, 12/2/98, 6/7/00)
- 3-208 Deleted June 4, 1986**
- 3-209 Small Business:** A business with no more than 10 employees and gross annual income of no more than \$~~750,000~~1,500,000 that is not an affiliate of a non-small business.
- (Amended 6/4/86, 6/6/90, 6/7/00, 6/15/05, 6/16/10, X/X/XX)
- 3-210 Solvent Evaporating Source:** Any source utilizing organic solvent, as part of a process in which evaporation of the solvent is a necessary step. Such processes include, but are not limited to, solvent cleaning operations, painting and surface coating, rotogravure coating and printing, flexographic printing, adhesive laminating, etc. Manufacture or mixing of solvents or surface coatings is not included.
- (Amended 7/3/91)
- 3-211 Source:** See Section 1-227 of Regulation 1.
- 3-212 Deleted August 2, 1995**
- 3-213 Major Stationary Source:** For the purpose of Schedule M, a major stationary source shall be any Air District permitted plant, building, structure, stationary facility or group of facilities under the same ownership, leasehold, or operator which, in the base calendar year, emitted to the atmosphere organic compounds, oxides of nitrogen (expressed as nitrogen dioxide), oxides of sulfur (expressed as sulfur dioxide), or PM₁₀ in an amount calculated by the APCO equal to or exceeding 50 tons per year.
- (Adopted 11/2/83; Amended 2/21/90, 6/6/90, 8/2/95, 6/7/00, X/X/XX)
- 3-214 Deleted October 20, 1999, effective March 1, 2000**
- 3-215 Deleted October 20, 1999, effective March 1, 2000**
- 3-216 Deleted October 20, 1999, effective March 1, 2000**
- 3-217 Deleted October 20, 1999, effective March 1, 2000**
- 3-218 Deleted October 20, 1999, effective March 1, 2000**
- 3-219 Deleted October 20, 1999, effective March 1, 2000**
- 3-220 Deleted October 20, 1999, effective March 1, 2000**
- 3-221 Deleted October 20, 1999, effective March 1, 2000**
- 3-222 Deleted October 20, 1999, effective March 1, 2000**
- 3-223 Start-up Date:** Date when new or modified equipment under an authority to construct begins operating. The holder of an authority to construct is required to notify the APCO of this date at least 3 days in advance. For new sources, or modified sources whose authorities to construct have expired, operating fees are charged from the startup date.
- (Adopted 6/4/86; Amended 6/6/90)
- 3-224 Permit to Operate:** Written authorization from the APCO pursuant to Section 2-1-302.
- (Adopted 6/4/86; Amended 6/7/00)
- 3-225 Deleted June 3, 2015**
- 3-226 Air Toxics "Hot Spots" Information and Assessment Act of 1987:** The Air Toxics "Hot Spots" Information and Assessment Act of 1987 directs the California Air Resources Board and the Air Quality Management Districts to collect information from industry on emissions of potentially toxic air contaminants and to inform the public about such emissions and their impact on public health. It also directs the Air Quality Management District to collect fees sufficient to cover the necessary state and Air District costs of implementing the program.
- (Adopted 10/21/92; Amended 6/15/05, X/X/XX)
- 3-227 Toxic Air Contaminant, or TAC:** An air pollutant that may cause or contribute to an increase in mortality or in serious illness or that may pose a present or potential hazard to human health. For the purposes of this rule, TACs consist of the substances listed in Table 2-5-1 of Regulation 2, Rule 5.
- (Adopted 10/21/92; Amended 6/15/05)
- 3-228 Deleted December 2, 1998**
- 3-229 Deleted December 2, 1998**
- 3-230 Deleted December 2, 1998**

- 3-231 Deleted December 2, 1998
- 3-232 Deleted December 2, 1998
- 3-233 Deleted December 2, 1998
- 3-234 Deleted December 2, 1998
- 3-235 Deleted December 2, 1998
- 3-236 Deleted December 2, 1998
- 3-237 PM₁₀: See Section 2-1-229 of Regulation 2, Rule 1.
(Adopted 6/7/00)
- 3-238 **Risk Assessment Fee:** Fee for a new or modified source of toxic air contaminants for which a health risk assessment (HRA) is required under Regulation 2-5-401, for an HRA required under Regulation 11, Rule 18, or for an HRA prepared for other purposes (e.g., for determination of permit exemption in accordance with Regulations 2-1-316, 2-5-301 and 2-5-302; or for determination of exemption from emission control requirements pursuant to Regulation 8-47-113 and 8-47-402).
(Adopted 6/15/05; Amended 6/21/17)
- 3-239 **Toxic Surcharge:** Fee paid in addition to the permit to operate fee for a source that emits one or more toxic air contaminants at a rate which exceeds a chronic trigger level listed in Table 2-5-1.
(Adopted 6/15/05)
- 3-240 **Biogenic Carbon Dioxide:** Carbon dioxide emissions resulting from materials that are derived from living cells, excluding fossil fuels, limestone and other materials that have been transformed by geological processes. Biogenic carbon dioxide originates from carbon (released in the form of emissions) that is present in materials that include, but are not limited to, wood, paper, vegetable oils, animal fat, and food, animal and yard waste.
(Adopted 5/21/08)
- 3-241 **Green Business:** A business or government agency that has been certified under the Bay Area Green Business Program coordinated by the Association of Bay Area Governments and implemented by participating counties.
(Adopted 6/19/10)
- 3-242 **Incident:** A non-routine release of an air contaminant that may cause adverse health consequences to the public or to emergency personnel responding to the release, or that may cause a public nuisance or off-site environmental damage.
(Adopted 6/19/13)
- 3-243 **Incident Response:** The Air District's response to an incident. The Air District's incident response may include the following activities: i) inspection of the incident-emitting equipment and facility records associated with operation of the equipment; ii) identification and analysis of air quality impacts, including without limitation, identifying areas impacted by the incident, modeling, air monitoring, and source sampling; iii) engineering analysis of the specifications or operation of the equipment; and iv) administrative tasks associated with processing complaints and reports.
(Adopted 6/19/13, Amended X/X/XX)
- 3-244 **Permit to Operate Renewal Date:** The first day of a Permit to Operate's Permit Renewal Period.
(Adopted 6/19/13)
- 3-245 **Permit Renewal Period:** The length of time the source is authorized to operate pursuant to a Permit to Operate.
(Adopted 6/19/13)
- 3-246 **Overburdened Community:** As defined in Regulation 2, Rule 1
(Adopted 6/15/22)
- 3-300 **STANDARDS**
- 3-301 **Hearing Board Fees:** Applicants for variances or appeals or those seeking to revoke or modify variances or abatement orders or to rehear a Hearing Board decision shall pay the applicable fees, including excess emission fees, set forth in Schedule A.
(Amended 6/7/00)
- 3-302 **Fees for New and Modified Sources:** Applicants for authorities to construct and permits to operate new sources shall pay for each new source: a filing fee of \$~~654669~~, the initial fee, the
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risk assessment fee, the permit to operate fee, and toxic surcharge (given in Schedules B, C, D, E, F, H, I or K). Applicants for authorities to construct and permits to operate modified sources shall pay for each modified source, a filing fee of ~~\$654669~~, the initial fee, the risk assessment fee, and any incremental increase in permit to operate and toxic surcharge fees. Where more than one of the schedules is applicable to a source, the fee paid shall be the highest of the applicable schedules. If any person requests more than three HRA scenarios required pursuant to Regulation 2, Rule 5 in any single permit application, they shall pay an additional risk assessment fee for each of these scenarios. Except for gasoline dispensing facilities (Schedule D) and semiconductor facilities (Schedule H), the size to be used for a source when applying the schedules shall be the maximum size the source will have after the construction or modification. Where applicable, fees for new or modified sources shall be based on maximum permitted usage levels or maximum potential to emit including any secondary emissions from abatement equipment. The fee rate applied shall be based on the fee rate in force on the date the application is submitted.

302.1 Small Business Discount: If an applicant qualifies as a small business and the source falls under schedules B, C, D (excluding gasoline dispensing facilities), E, F, H, I or K, the filing fee, initial fee, and risk assessment fee shall be reduced by 50%. All other applicable fees shall be paid in full. If an applicant also qualifies for a Green Business Discount, only the Small Business Discount (i.e., the 50% discount) shall apply.

302.2 Deleted July 3, 1991

302.3 Fees for Abatement Devices: Applicants for an authority to construct and permit to operate abatement devices where there is no other modification to the source shall pay a ~~\$654669~~ filing fee and initial and risk assessment fees that are equivalent to 50% of the initial and risk assessment fees for the source being abated, not to exceed a total of ~~\$43,57213,952~~. For abatement devices abating more than one source, the initial fee shall be 50% of the initial fee for the source having the highest initial fee.

302.4 Fees for Reactivated Sources: Applicants for a Permit to Operate reactivated, previously permitted equipment shall pay the full filing, initial, risk assessment, permit, and toxic surcharge fees.

302.5 Deleted June 3, 2015

302.6 Green Business Discount: If an applicant qualifies as a green business, the filing fee, initial fee, and risk assessment fee shall be reduced by 10%. All other applicable fees shall be paid in full.

302.7 Fee for applications in an Overburdened Community: An applicant with a project that requires a Health Risk Assessment in an Overburdened Community shall pay a fee of \$1,000 in addition to any other permit application fees.

302.8 Risk Assessment Fee: When the Risk Assessment Fee (RAF) is required for more than one source, the first toxic air contaminant (TAC) source is the source with the highest calculated RAF.

(Amended 5/19/82, 7/6/83, 6/4/86, 7/15/87, 6/6/90, 7/3/91, 6/15/94, 10/8/97, 7/1/98, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24, ~~XXX/XX~~)

3-303 Back Fees: An applicant required to obtain a permit to operate existing equipment in accordance with Air District regulations shall pay back fees equal to the permit to operate fees and toxic surcharges given in the appropriate Schedule (B, C, D, E, F, H, I or K) prorated from the effective date of permit requirements. Where more than one of these schedules is applicable to a source, the fee paid shall be the highest of the applicable schedules. The applicant shall also pay back fees equal to toxic inventory fees pursuant to Section 3-320 and Schedule N. The maximum back fee shall not exceed a total of five years' permit, toxic surcharge, and toxic inventory fees. An owner/operator required to register existing equipment in accordance with Air District regulations shall pay back fees equal to the annual renewal fee given in Schedule R prorated from the effective date of registration requirements, up to a maximum of five years.

(Amended 5/19/82, 7/6/83, 6/4/86, 7/15/87, 6/6/90, 7/3/91, 10/8/97, 6/15/05, 5/20/09)

3-304 Alteration: Except as provided below, an applicant to alter an existing permitted source shall pay the filing fee and 50% of the initial fee for the source, provided that the alteration does not result in an increase in emissions of any regulated air pollutant. ~~For gasoline dispensing~~

~~facilities subject to Schedule D, an applicant for an alteration shall pay a fee of 1.75 times the filing fee.~~

304.1 Schedule D Fees: Applicants for alteration to a gasoline dispensing facility subject to Schedule D shall pay a fee of 1.75 times the filing fee.

304.2 Schedule G Fees: Applicants for alteration to a permitted source subject to Schedule G-3, G-4, or G-5 shall pay the filing fee, 100% of the initial fee, and the risk assessment fee under Schedule G-2, if required. The applicant shall pay the permit renewal and the toxic surcharge fees applicable to the source under Schedules G-3, G-4, or G-5.

(Amended 6/4/86, 11/15/00, 6/2/04, 6/3/15, 6/15/16, 6/6/18, 6/5/19, 6/5/24)

3-305 Cancellation or Withdrawal: There will be no refund of the initial fee and filing fee if an application is cancelled or withdrawn. There will be no refund of the risk assessment fee if the risk assessment has been conducted prior to the application being cancelled or withdrawn. If an application for identical equipment for the same project is submitted within six months of the date of cancellation or withdrawal, the initial fee will be credited in full against the fee for the new application.

(Amended 7/6/83, 4/6/88, 10/8/97, 6/15/05, 6/21/17, 6/16/21)

3-306 Change in Conditions: If an applicant applies to change the conditions on an existing authority to construct or permit to operate, the applicant will pay the following fees. There will be no change in anniversary date.

306.1 Administrative Condition Changes: An applicant applying for an administrative change in permit conditions shall pay a fee equal to the filing fee for a single source, provided the following criteria are met:

1.1 The condition change applies to a single source or a group of sources with shared permit conditions.

1.2 The condition change does not subject the source(s) to any Air District Regulations or requirements that were not previously applicable.

1.3 The condition change does not result in any increase in emissions of POC, NPOC, NO_x, CO, SO₂, or PM₁₀ at any source or the emission of a toxic air contaminant above the trigger levels identified in Table 2-5-1

1.4 The condition change does not require a public notice.

306.2 Other Permit Condition Changes: Applicant shall pay the filing, initial, and risk assessment fees required for new and modified equipment under Section 3-302. If the condition change will result in higher permit to operate fees, the applicant shall also pay any incremental increases in permit to operate fees and toxic surcharges.

(Amended 7/6/83, 6/4/86, 6/6/90, 10/8/97, 6/7/00, 6/15/05, 6/21/17, 6/7/23, ~~XXXX~~)

3-307 Transfers: The owner/operator of record is the person to whom a permit is issued or, if no permit has yet been issued to a facility, the person who applied for a permit. Permits are valid only for the owner/operator of record. Upon submittal of a \$102 transfer of ownership fee, permits are re-issued to the new owner/operator of record with no change in expiration dates. For expired permits or registrations, the new owner/operator is responsible for all outstanding fees.

(Amended 2/20/85, 6/4/86, 11/5/86, 4/6/88, 10/8/97, 5/1/02, 5/21/03, 6/02/04, 6/19/13, 6/4/14, 6/15/16, 6/7/23)

3-308 Change of Location: An applicant who wishes to move an existing source, which has a permit to operate, shall pay no fee if the move is on the same facility. If the move is not on the same facility, the source shall be considered a new source and subject to Section 3-302. This section does not apply to portable permits meeting the requirements of Regulation 2-1-220 and 413.

(Amended 7/6/83; 6/4/86; 6/15/05)

3-309 Deleted June 21, 2017

3-310 Fee for Constructing Without a Permit: An applicant for an authority to construct and a permit to operate a source, which has been constructed or modified without an authority to construct, shall pay the following fees:

310.1 Sources subject to permit requirements on the date of initial operation shall pay fees for new construction pursuant to Section 3-302, any back fees pursuant to Section 3-303, and a late fee equal to 100% of the initial fee. A modified gasoline dispensing facility subject to Schedule D that is not required to pay an initial fee shall pay fees for a modified source pursuant to Section 3-302, back fees, and a late fee equal to 100% of the filing fee.

- 310.2 Sources previously exempt from permit requirements that lose their exemption due to changes in Air District, state, or federal regulations shall pay a permit to operate fee and toxic surcharge for the coming year and any back fees pursuant to Section 3-303.
- 310.3 Sources previously exempt from permit requirements that lose their exemption due to a change in the manner or mode of operation, such as an increased throughput, shall pay fees for new construction pursuant to Section 3-302. In addition, sources applying for permits after commencing operation in a non-exempt mode shall also pay a late fee equal to 100% of the initial fee and any back fees pursuant to Section 3-303.
- 310.4 Sources modified without a required authority to construct shall pay fees for modification pursuant to Section 3-302 and a late fee equal to 100% of the initial fee.

(Amended 7/6/83, 4/18/84, 6/4/86, 6/6/90, 7/3/91, 8/2/95, 10/8/97, 6/02/04, 6/15/05, 6/6/12, X/X/XX)

3-311

Emission Banking Fees: An applicant to bank emissions for future use, to convert an emission reduction credit (ERC), to change assigned conditions, to transfer ownership of an ERC, or to make any administrative changes shall pay the following fees:

- 311.1 Banking ERCs: An applicant to bank emissions for future use shall pay a filing fee of ~~\$654669~~ per source plus the initial fee given in Schedules B, C, D, E, F, H, I or K. Where more than one of these schedules is applicable to a source, the fee paid shall be the highest of the applicable schedules.
- 311.2 Converting Existing ERCs to Interchangeable Emission Reduction Credits (IERCs): An applicant to convert an existing ERC into an IERC shall pay a filing fee of ~~\$654669~~ per source plus the initial fee given in Schedules B, C, D, E, F, H, I or K. Where more than one of these schedules is applicable to a source, the fee paid shall be the highest of the applicable schedules.
- 311.3 Transferring ERC Ownership: An applicant to transfer an ERC it currently owns to another owner shall pay a filing fee of ~~\$654669~~.
- 311.4 Evaluation of Existing ERCs for PM_{2.5}: An applicant to evaluate an existing PM₁₀ ERC shall pay a filing fee of ~~\$654669~~ per source and an evaluation fee equivalent to the total actual and reasonable time incurred by Air District staff at the hourly rate of ~~\$499205~~ per hour not to exceed the initial fee given in Schedules B, C, D, E, F, H, I or K. Where more than one of these schedules is applicable to a source, the fee paid shall be the highest of the applicable schedules.
- 311.5 ERC Condition Change: An applicant to request a change in condition shall pay a filing fee of ~~\$654669~~ and an evaluation fee equivalent to the total actual and reasonable time incurred by Air District staff at the hourly rate of ~~\$499205~~ per hour not to exceed the initial fee given in Schedules B, C, D, E, F, H, I or K. Where more than one of these schedules is applicable to a source, the fee paid shall be the highest of the applicable schedules.

311.6 Lost ERC Certificate: .

(Amended 7/6/83, 6/4/86, 7/15/87, 7/3/91, 6/15/94, 7/1/98, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/02/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24, X/X/XX)

3-312

Emission Caps and Alternative Compliance Plans: Any facility which elects to use an alternative compliance plan contained in:

- 312.1 Regulation 8 ("bubble") to comply with an Air District emission limitation or to use an annual or monthly emission limit to acquire a permit in accordance with the provisions of Regulation 2, Rule 2, shall pay an additional annual fee equal to fifteen percent of the total plant permit to operate fee.
- 312.2 Regulation 2, Rule 9, or Regulation 9, Rule 10 shall pay an annual fee of ~~\$1,6491,695~~ for each source included in the alternative compliance plan, not to exceed ~~\$46,48416,946~~.

(Adopted 5/19/82; Amended 6/4/86, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/23/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24, X/X/XX)

3-313

Deleted May 19, 1999

3-314

Deleted August 2, 1995

3-315

Costs of Environmental Documentation: An applicant for an Authority to Construct shall pay, in addition to the fees required under Section 3-302 and in any applicable schedule, the Air District's costs of performing any environmental evaluation and preparing and filing any

documents pursuant to the California Environmental Quality Act (Public Resources Code, Section 21000, et seq), including the costs of any outside consulting assistance which the Air District may employ in connection with the preparation of any such evaluation or documentation, as well as the Air District's reasonable internal costs (including overhead) of processing, reviewing, or filing any environmental evaluation or documentation.

(Adopted 12/18/85; Amended 5/1/02, 6/3/15, ~~X/X/XX~~)

3-316 Deleted June 6, 1990

3-317 Asbestos Operation Fees: After July 1, 1988, persons submitting a written plan, as required by Regulation 11, Rule 2, Section 401, to conduct an asbestos operation shall pay the fee given in Schedule L.

(Adopted 7/6/88; Renumbered 9/7/88; Amended 8/2/95)

3-318 Public Notice Fee: An applicant for an authority to construct or permit to operate subject to the public notice requirements of Regulation 2-1-412 shall pay, in addition to the fees required under Section 3-302 and in any applicable schedule, a fee to cover the expense of preparing and distributing the public notices to the affected persons specified in Regulation 2-1-412 as follows:

318.1 A fee of \$2,272 per application, and

318.2 The Air District's cost exceeding \$2,272 of preparing and distributing the public notice.

318.3 The Air District shall refund to the applicant the portion of any fee paid under this Section that exceeds the Air District's cost of preparing and distributing the public notice.

(Adopted 11/1/89; Amended 10/8/97, 7/1/98, 5/19/99, 6/7/00, 5/21/03, 6/2/04, 6/16/10, 6/15/16, 6/21/17, 6/6/18, ~~X/X/XX~~)

3-319 Major Stationary Source Fees: Any major stationary source emitting 50 tons per year of organic compounds, sulfur oxides, nitrogen oxides, or PM₁₀ shall pay a fee based on Schedule M. This fee is in addition to permit and other fees otherwise authorized to be collected from such facilities and shall be included as part of the annual permit renewal fees.

(Adopted 6/6/90; Amended 8/2/95, 6/7/00)

3-320 Toxic Inventory Fees: Any facility that emits one or more toxic air contaminants ~~in quantities above a minimum threshold level~~ shall pay an annual fee based on Schedule N. This fee will be in addition to permit to operate, toxic surcharge, and other fees otherwise authorized to be collected from such facilities.

(Adopted 10/21/92; Amended 5/19/99, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/20/09, 6/16/10, 5/4/11, 6/15/16, 6/21/17, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24)

3-321 Deleted December 2, 1998

3-322 Deleted June 5, 2024

3-323 Pre-Certification Fees: An applicant seeking to pre-certify a source, in accordance with Regulation 2, Rule 1, Section 415, shall pay the filing fee, initial fee and permit to operate fee given in the appropriate schedule.

(Adopted 6/7/95)

3-324 Deleted June 7, 2000

3-325 Deleted December 2, 1998

3-326 Deleted December 2, 1998

3-327 Permit to Operate, Renewal Fees: After the expiration of the initial permit to operate, the permit to operate shall be renewed on an annual basis or other time period as approved by the APCO. The fee required for the renewal of a permit to operate is the permit to operate fee and toxic surcharge listed in Schedules B, C, D, E, F, H, I, and K, prorated for the period of coverage, pursuant to Section 3-207.

When more than one of the schedules is applicable to a source, the fee paid shall be the highest of the applicable schedules. Renewal fees are applicable to all sources required to obtain permits to operate in accordance with Air District regulations. Renewal fees shall include any applicable major stationary source fees based on Schedule M, toxic inventory fees based on Schedule N, major facility review fees based on Schedule P, greenhouse gas fees based on Schedule T, refining emissions tracking fees based on Schedule W, and community air monitoring fees based on Schedule X. Where applicable, renewal fees shall be based on the current usage or emission levels that have been reported to or calculated by the Air District.

327.1 Renewal Processing Fee: In addition, the facility shall also pay a processing fee at the time of renewal that covers each Permit Renewal Period as follows:

- 1.1 ~~\$128-132~~ for facilities with one permitted source, including gasoline dispensing facilities,
- 1.2 ~~\$254-261~~ for facilities with 2 to 5 permitted sources,
- 1.3 ~~\$506-520~~ for facilities with 6 to 10 permitted sources,
- 1.4 ~~\$760-781~~ for facilities with 11 to 15 permitted sources,
- 1.5 ~~\$1,009-1,037~~ for facilities with 16 to 20 permitted sources,
- 1.6 ~~\$1,261-1,296~~ for facilities with more than 20 permitted sources.
- 327.2 Assembly Bill 617 Community Health Impact Fee: An owner/operator of a permitted facility subject to Schedule P (Major Facility Review Fees) shall pay an Assembly Bill 617 community health impact fee of 5.7 percent of the facility's total renewal fee, up to a maximum fee of ~~\$426,279~~129,815 per year per facility owner.
- 327.3 Criteria Pollutant and Toxic Emissions Reporting (CTR): The owner/operator of a permitted facility shall pay a CTR fee of 4.4 percent of the facility's total renewal fee, up to a maximum fee of ~~\$63,140~~64,908 per year.
- 327.4 Overburdened Community renewal fee: The owner/operator of a permitted facility in an Overburdened Community shall pay a fee of 15 percent of the facility's total renewal fee, up to a maximum fee of ~~\$274,520~~282,207 per year.
- 327.5 Shutdown sources: There is no refund for sources that shutdown during the permit to operate period of coverage.
(Adopted 6/7/00; Amended 6/2/04, 6/16/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/3/20, 6/16/21, 11/3/21, 6/15/22, 6/7/23, 6/5/24, ~~X/X/XX~~)
- 3-328 Fee for OEHA Risk Assessment Reviews:** Any facility that submits a health risk assessment to the Air District in accordance with Section 44361 of the California Health and Safety Code shall pay any fee requested by the State Office of Environmental Health Hazard Assessment (OEHA) for reimbursement of that agency's costs incurred in reviewing the risk assessment.
(Adopted 6/7/00, ~~Amended X/X/XX~~)
- 3-329 Fees for New Source Review Health Risk Assessment:** Any person required to submit a health risk assessment (HRA) pursuant to Regulation 2-5-401 shall pay an appropriate Risk Assessment Fee pursuant to Regulation 3-302 and Schedules B, C, D, E, F, H, I or K. In addition, any person that requests that the Air District prepare or review an HRA (e.g., for determination of permit exemption in accordance with Regulations 2-1-316, 2-5-301 and 2-5-302; or for determination of exemption from emission control requirements pursuant to Regulation 8-47-113 and 8-47-402) shall pay a Risk Assessment Fee. A Risk Assessment Fee shall be assessed for each source that is proposed to emit a toxic air contaminant (TAC) at a rate that exceeds a trigger level in Table 2-5-1: Toxic Air Contaminant Trigger Levels. If a project requires an HRA due to total project emissions, but TAC emissions from each individual source are less than the Table 2-5-1 trigger levels, a Risk Assessment Fee shall be assessed for the source in the project with the highest TAC emissions.
(Adopted 6/15/05; Amended 6/21/17)
- 3-330 Fee for Renewing an Authority to Construct:** An applicant seeking to renew an authority to construct in accordance with Regulation 2-1-407 shall pay a fee of 50% of the initial fee in effect at the time of the renewal. If the Air District determines that an authority to construct cannot be renewed, any fees paid under this section shall be credited in full against the fee for a new authority to construct for functionally equivalent equipment submitted within six months of the date the original authority to construct expires.
- 330.1 Expired Authority to Construct: If an applicant does not notify the Air District with their intent to renew the Authority to Construct prior to its expiration, the applicant shall pay ~~\$403-100~~ per application in addition to any other fees under this section if eligible to renew.
(Adopted 6/15/05; Amended 6/7/23, 6/5/24, ~~X/X/XX~~)
- 3-331 Registration Fees:** Any person who is required to register equipment under Air District rules shall submit a registration fee, and any annual fee thereafter, as set out in Schedule R. There is no refund for registered equipment/operations that shutdown during the period of coverage.
(Adopted 6/6/07; Amended 6/16/10, 6/7/23, 6/5/24, ~~X/X/XX~~)
- 3-332 Naturally Occurring Asbestos Fees:** After July 1, 2007, any person required to submit or amend an Asbestos Dust Mitigation Plan (ADMP) pursuant to Title 17 of the California Code of

Regulations, Section 93105, Asbestos Air Toxic Control Measure for Construction, Grading, Quarrying, and Surface Mining Operations shall pay the fee(s) set out in Schedule S.

(Adopted 6/6/07; Amended 6/5/19)

- 3-333 Major Facility Review (MFR) and Synthetic Minor Application Fees:** Any facility that applies for, or is required to undergo, an initial MFR permit, an amendment to an MFR permit, a minor or significant revision to an MFR permit, a reopening of an MFR permit, a renewal of an MFR permit, an initial synthetic minor operating permit, or a revision to a synthetic minor operating permit, shall pay the applicable fees set forth in Schedule P.

(Adopted 5/21/08)

- 3-334 Greenhouse Gas Fees:** Any permitted facility with greenhouse gas emissions shall pay a fee based on Schedule T. This fee is in addition to permit and other fees otherwise authorized to be collected from such facilities, and shall be included as part of the annual permit renewal fees.

(Adopted 5/21/08)

- 3-335 Deleted June 5, 2024**

- 3-336 Open Burning Operation Fees:** Effective July 1, 2013, any person required to provide notification to the Air District prior to burning; submit a petition to conduct a Filmmaking or Public Exhibition fire; receive an acreage burning allocation to conduct a Stubble fire; or submit a smoke management plan and receive an acreage burning allocation to conduct a Wildland Vegetation Management (Prescribed Burning) fire or Marsh Management fire shall pay the fee given in Schedule V.

(Adopted 6/19/13; Amended 6/3/20, ~~X/X/XX~~)

- 3-337 Exemption Fee:** An applicant who wishes to receive a certificate of exemption shall pay a filing fee of ~~\$654,669~~ per exempt source.

(Adopted 6/19/13; Amended 6/4/14; 6/3/15, 6/21/17, 6/16/21, 6/15/22, 6/7/23, ~~X/X/XX~~)

- 3-338 Incident Response Fee:** Any facility required to obtain a Air District permit, and any Air District-regulated area-wide or indirect source, that is the site where an incident occurs to which the Air District responds, shall pay a fee equal to the Air District's actual costs in conducting the incident response as defined in Section 3-243, including without limitation, the actual time and salaries, plus overhead, of the Air District staff involved in conducting the incident response and the cost of any materials.

(Adopted 6/19/13, ~~Amended X/X/XX~~)

- 3-339 Refining Emissions Tracking Fees:** Any person required to submit an Annual Emissions Inventory, Monthly Crude Slate Report, or air monitoring plan in accordance with Regulation 12, Rule 15 shall pay the applicable fees set forth in Schedule W.

(Adopted 6/15/16, Amended 11/03/21)

- 3-340 Major Stationary Source Community Air Monitoring Fees:** Any major stationary source emitting 35 tons per year of organic compounds, sulfur oxides, nitrogen oxides, carbon monoxide or PM₁₀ shall pay a community air monitoring fee based on Schedule X. This fee is in addition to permit and other fees otherwise authorized to be collected from such facilities and shall be included as part of the annual permit renewal fees.

(Adopted 6/15/16)

- 3-341 Fee for Risk Reduction Plan:** Any person required to submit a Risk Reduction Plan in accordance with Regulation 11, Rule 18 shall pay the applicable fees set forth below:

341.1 ~~\$1,998,054~~ for facilities with one source subject to risk reduction pursuant to Regulation 11, Rule 18, including gasoline dispensing facilities;

341.2 ~~\$3,996,108~~ for facilities with 2 to 5 sources subject to risk reduction pursuant to Regulation 11, Rule 18;

341.3 ~~\$7,990,214~~ for facilities with 6 to 10 sources subject to risk reduction pursuant to Regulation 11, Rule 18;

341.4 ~~\$15,981,642~~ for facilities with 11 to 15 sources subject to risk reduction pursuant to Regulation 11, Rule 18;

341.5 ~~\$31,962,857~~ for facilities with 16 to 20 sources subject to risk reduction pursuant to Regulation 11, Rule 18;

341.6 ~~\$42,615,808~~ for facilities with more than 20 sources subject to risk reduction pursuant to Regulation 11, Rule 18.

(Adopted 6/21/17, Amended 6/5/19, 6/3/20, 6/16/21, 6/15/22, 6/7/23, 6/5/24, ~~X/X/XX~~)

- 3-342 Fee for Facility-Wide Health Risk Assessment:** Any person required to undergo a health risk assessment (HRA) to assess compliance with the Regulation 11, Rule 18 risk action levels

shall pay a risk assessment fee for each source pursuant to Regulation 3-329 and Schedules B, C, D, E, F, H, I or K. The maximum fee required for any single HRA of a facility conducted pursuant to Regulation 11, Rule 18 shall not exceed a total of ~~\$199,758~~205,351.

If a facility retains a Air District-approved consultant to complete the required facility-wide HRA, the facility shall pay a fee to cover the Air District's costs of performing the review of the facility-wide HRA, including the costs of any outside consulting assistance which the Air District may employ in connection with any such review, as well as the Air District's reasonable internal costs (including overhead) of processing, reviewing, or approving the facility-wide HRA. The total HRA review cost shall be determined based on the Air District's actual review time in hours multiplied by an hourly charge of ~~\$273-281~~ per hour. Facilities shall pay an HRA review fee as indicated below and the Air District's cost exceeding the applicable HRA review fees indicated below for performing the review of the facility-wide HRA:

342.1 ~~\$3,2783,370~~ for facilities with one to 10 sources subject to risk reduction pursuant to Regulation 11, Rule 18, including gasoline dispensing facilities;

342.2 ~~\$8,7899,035~~ for facilities with 11 to 50 sources subject to risk reduction pursuant to Regulation 11, Rule 18;

342.3 ~~\$48,64519,167~~ for facilities with more than 50 sources subject to risk reduction pursuant to Regulation 11, Rule 18.

The Air District shall refund to the applicant the portion of any fee paid under this Section that exceeds the Air District's cost of performing the review of the facility-wide HRA.

(Adopted 6/21/17; Amended 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24, ~~X/X/XX~~)

3-343 Fees for Air Dispersion Modeling: An applicant for an Authority to Construct or Permit to Operate shall pay, in addition to the fees required under Section 3-302 and 3-329 and in any applicable schedule, the Air District's costs of performing any air dispersion modeling needed to determine compliance with any Air District regulatory requirement. The total air dispersion modeling fee cost shall be determined based on the Air District's actual review time in hours multiplied by an hourly charge of ~~\$273-281~~ per hour. This fee shall also apply for costs incurred in reviewing air dispersion modeling submittals by applicants and the costs of any outside consulting assistance which the Air District may employ in connection with the preparation of any such evaluation or documentation, as well as the Air District's reasonable internal costs (including overhead) of processing, reviewing, or approving the air dispersion modeling.

(Adopted 6/5/19; Amended 6/16/21, 6/15/22, ~~6/7/23, 6/5/24, X/X/XX~~)

3-344 Rounding: Each fee will be rounded to the nearest dollar.

(Adopted 6/15/22)

3-345 Evaluation of Plans, Regulation 6: For any plan required in any rule in Regulation 6, the requestor shall pay the following fees:

345.1 A filing fee of ~~\$654669~~; and

345.2 An initial fee equivalent to the total actual and reasonable time incurred by Air District staff at the hourly rate or prorated of ~~\$499205~~ per hour not to exceed the minimum initial fee(s) in the schedule for the applicable source(s).

(Adopted 6/7/23, 6/5/24, ~~X/X/XX~~)

3-346 Request for a Petition, Regulation 8: For any petition required in any rule in Regulation 8, the requestor shall pay the following fees:

346.1 A filing fee of ~~\$654669~~; and

346.2 An initial fee equivalent to the total actual and reasonable time incurred by Air District staff at the hourly rate or prorated of ~~\$499205~~ per hour not to exceed the minimum initial fee in Schedule E.

(Adopted 6/7/23, 6/5/24, ~~X/X/XX~~)

3-347 Evaluation of Reports, Organic Waste Recovery Sites: For the evaluation of any report not currently specified in Schedule K as required by federal, state or Air District rule, the owner/operator shall pay the following fees:

347.1 A filing fee of ~~\$654669~~; and

347.2 An initial fee equivalent to the total actual and reasonable time incurred by Air District staff at the hourly rate or prorated of ~~\$499205~~ per hour.

(Adopted 6/7/23, 6/5/24, ~~X/X/XX~~)

3-400 ADMINISTRATIVE REQUIREMENTS

3-401 Permits: Definitions, standards, and conditions contained in Regulation 2, Permits, are applicable to this regulation.

3-402 Single Anniversary Date: The APCO may assign a single anniversary date to a facility on which all its renewable permits to operate expire and will require renewal. Fees will be prorated to compensate for different time periods resulting from change in anniversary date.

3-403 Change in Operating Parameters: See Section 2-1-404 of Regulation 2, Rule 1.

3-404 Deleted June 7, 2000

3-405 Fees Not Paid: If an applicant or owner/operator fails to pay the fees specified on the invoice by the due date, the following procedure(s) shall apply:

405.1 Authority to Construct: The application will be cancelled but can be reactivated upon payment of fees.

405.2 New Permit to Operate: The Permit to Operate shall not be issued, and the facility will be notified that operation, including startup, is not authorized.

2.1 Fees received during the first 30 days following the due date must include a late fee equal to 10 percent of all fees specified on the invoice.

2.2 Fees received more than 30 days after the due date must include a late fee equal to 25 percent of all fees specified on the invoice.

405.3 Renewal of Permit to Operate: The owner/operator of a facility must renew the Permit to Operate in order to continue to be authorized to operate the source. Permit to Operate Fees for the Permit Renewal Period shall be calculated using fee schedules in effect on the Permit to Operate Renewal Date. The permit renewal invoice will include all fees to be paid in order to renew the Permit to Operate, as specified in Section 3-327. If not renewed as of the date of the next Permit Renewal Period, a Permit to Operate lapses and further operation is no longer authorized. The [Air](#) District will notify the facility that the permit has lapsed. Reinstatement of lapsed Permits to Operate will require the payment of all unpaid prior Permit to Operate fees and associated reinstatement fees for each unpaid prior Permit Renewal Period, in addition to all fees specified on the permit renewal invoice.

405.4 Reinstatement of Lapsed Permit to Operate: To reinstate a Permit to Operate, the owner/operator must pay all of the following fees:

4.1 The applicable Permit to Operate Fees for the current year, as specified in Regulation 3-327, and the applicable reinstatement fee, if any, calculated as follows:

4.1.1 Fees received during the first 30 days following the due date must include all fees specified on the permit renewal invoice plus a reinstatement fee equal to 10 percent of all fees specified on the invoice.

4.1.2 Fees received more than 30 days after the due date, but less than one year after the due date, must include all fees specified on the permit renewal invoice plus a reinstatement fee equal to 25 percent of all fees specified on the invoice.

4.2 The applicable Permit to Operate Fees specified in Regulation 3-327 for each prior Permit Renewal Period for which all Permit to Operate Fees and associated reinstatement fees have not been paid. Each year's Permit to Operate Fee shall be calculated at the fee rates in effect on that year's Permit to Operate Renewal Date. The reinstatement fee for each associated previously-unpaid Permit to Operate Fee shall be calculated in accordance with Regulation 3-405.4.1 and 4.1.2.

Each year or period of the lapsed Permit to Operate is deemed a separate Permit Renewal Period. The oldest outstanding Permit to Operate Fee and reinstatement fees shall be paid first.

405.5 Registration and Other Fees: Persons who have not paid the fee by the invoice due date, shall pay the following late fee in addition to the original invoiced fee. Fees shall be calculated using fee schedules in effect at the time of the fees' original determination.

- 5.1 Fees received during the first 30 days following the due date must include an additional late fee equal to 10 percent of all fees specified on the invoice.
- 5.2 Fees received more than 30 days after the due date must include an additional late fee equal to 25 percent of all fees specified on the invoice.

(Amended 7/6/83, 6/4/86, 11/5/86, 2/15/89, 6/6/90, 7/3/91, 8/2/95, 12/2/98, 6/15/05, 6/7/06, 6/6/12, 6/19/13, 6/4/14, 6/6/18, 6/5/19, 6/7/23, ~~X/X/XX~~)

3-406 Deleted June 4, 1986

3-407 Deleted August 2, 1995

3-408 Permit to Operate Valid for 12 Months: A Permit to Operate is valid for 12 months from the date of issuance or other time period as approved by the APCO.

(Adopted 6/4/86; Amended 6/7/00)

3-409 Deleted June 7, 2000

3-410 Deleted August 2, 1995

3-411 Advance Deposit of Funds: The APCO may require that at the time of the filing of an application for an Authority to Construct for a project for which the Air District is a lead agency under the California Environmental Quality Act (Public Resources Code, Section 21000, et seq.), the applicant shall make an advance deposit of funds, in an amount to be specified by the APCO, to cover the costs which the Air District estimates to incur in connection with the Air District's performance of its environmental evaluation and the preparation of any required environmental documentation. In the event the APCO requires such an estimated advance payment to be made, the applicant will be provided with a full accounting of the costs actually incurred by the Air District in connection with the Air District's performance of its environmental evaluation and the preparation of any required environmental documentation.

(Adopted 12/18/85; Amended 8/2/95, ~~X/X/XX~~)

3-412 Deleted December 2, 1998

3-413 Toxic "Hot Spots" Information and Assessment Act Revenues: The APCO shall transmit to the California Air Resources Board, for deposit into the Air Toxics "Hot Spots" Information and Assessment Fund, the revenues determined by the ARB to be the Air District's share of statewide Air Toxics "Hot Spot" Information and Assessment Act expenses.

(Adopted 10/21/92; Amended 6/7/23)

3-414 Deleted December 2, 1998

3-415 Failure to Pay - Further Actions: When an applicant or owner/operator fails to pay the fees specified on the invoice by the due date, the APCO may take the following actions against the applicant or owner/operator:

- 415.1 Issuance of a Notice to Comply.
- 415.2 Issuance of a Notice of Violation.
- 415.3 Revocation of an existing Permit to Operate. The APCO shall initiate proceedings to revoke permits to operate for any person who is delinquent for more than one month. The revocation process shall continue until payment in full is made or until permits are revoked.
- 415.4 The withholding of any other Air District services as deemed appropriate until payment in full is made.

(Adopted 8/2/95; Amended 12/2/98, 6/15/05, ~~X/X/XX~~)

3-416 Adjustment of Fees: The APCO or designees may, upon finding administrative error by Air District staff in the calculation, imposition, noticing, invoicing, and/or collection of any fee set forth in this rule, rescind, reduce, increase, or modify the fee. A request for such relief from an administrative error, accompanied by a statement of why such relief should be granted, must be received within two years from the date of payment.

(Adopted 10/8/97, ~~Amended X/X/XX~~)

3-417 Temporary Amnesty for Unpermitted and Unregistered Sources: The APCO has the authority to declare an amnesty period, during which the Air District may waive all or part of the back fees and/or late fees for sources that are currently operating without valid Permits to Operate and/or equipment registrations.

(Adopted 6/16/10)

3-418 Temporary Incentive for Online or Electronic Transactions: The APCO has the authority to declare an incentive period for transactions made using the online system or other electronic processes, during which the Air District may waive all or any part of the fees for these

transactions.

(Adopted 6/6/18; Amended 6/7/23, ~~X/X/XX~~)

3-419

Industry Compliance School: The APCO may reduce fees by an amount deemed appropriate if the owner/operator of the source attends an Industry Compliance School sponsored by the Air District.

(Adopted 6/7/23, ~~Amended X/X/XX~~)

**SCHEDULE A
HEARING BOARD FEES¹**

Established by the Board of Directors December 7, 1977 Resolution No. 1046
(Code section references are to the California Health & Safety Code, unless otherwise indicated)

		Large Companies	Small Business	Third Party
1.	For each application for variance exceeding 90 days, in accordance with §42350, including applications on behalf of a class of applicants, which meet the requirements of the Hearing Board Rules for a valid and proper class action for variance Plus, for each hearing in addition to the first hearing necessary to dispose of said variance application in accordance with §42350, the additional sum of	\$10,644 <u>12,241</u> \$5,330 <u>6,130</u>	\$1,593 <u>1,832</u> \$537 <u>618</u>	
2.	For each application for variance not exceeding 90 days, in accordance with §42350, including applications on behalf of a class of applicants, which meet the requirements of the Hearing Board Rules for a valid and proper class action for variance Plus, for each hearing in addition to the first hearing necessary to dispose of said variance application, in accordance with §42350, the additional sum of	\$6,391 <u>7,350</u> \$3,191 <u>3,670</u>	\$1,593 <u>1,832</u> \$537 <u>618</u>	
3.	For each application to modify a variance in accordance with §42356 ... Plus, for each hearing in addition to the first hearing on said application to modify a variance, in accordance with §42345, necessary to dispose of the application, the additional sum of	\$4,240 <u>4,876</u> \$3,191 <u>3,670</u>	\$537 <u>618</u> \$537 <u>618</u>	
4.	For each application to extend a variance, in accordance with §42357 .. Plus, for each hearing in addition to the first hearing on an application to extend a variance, in accordance with §42357, necessary to dispose of the application, the additional sum of	\$4,240 <u>4,876</u> \$3,191 <u>3,670</u>	\$537 <u>618</u> \$537 <u>618</u>	
5.	For each application to revoke a variance	\$6,391 <u>7,350</u>	\$537 <u>618</u>	
6.	For each application for approval of a Schedule of Increments of Progress in accordance with §41703	\$4,240 <u>4,876</u>	\$537 <u>618</u>	
7.	For each application for variance in accordance with §41703, which exceeds 90 days Plus, for each hearing in addition to the first hearing on said application for variance in accordance with §41703, the additional sum of	\$10,644 <u>12,241</u> \$5,330 <u>6,130</u>	\$1,593 <u>1,832</u> \$537 <u>618</u>	
8.	For each application for variance in accordance with §41703, not to exceed 90 days Plus, for each hearing in addition to the hearing on said application for a variance in accordance with §41703, the additional sum of	\$6,391 <u>7,350</u> \$3,191 <u>3,670</u>	\$1,593 <u>1,832</u> \$537 <u>618</u>	
9.	For each Appeal (Permit, Banking, Title V)	\$10,644 <u>12,241</u> per hearing day	\$5,330 <u>6,130</u> per hearing day	\$5,330 <u>6,130</u> for entire appeal period

		Large Companies	Small Business	Third Party
10.	For each application for intervention in accordance with Hearing Board Rules §§2.3, 3.6 & 4.6.....	\$5,3306.1 30	\$1,0721.2 33	
11.	For each application to Modify or Terminate an abatement order	\$10,64412.2 41 per hearing day	\$5,3306.130 per hearing day	
12.	For each application for an interim variance in accordance with §42351	\$5,3306.1 30	\$1,0721.2 33	
13.	For each application for an emergency variance in accordance with §42359.5.....	\$2,6573.0 56	\$537618	
14.	For each application to rehear a Hearing Board decision in accordance with §40861	100% of previous fee charged	100% of previous fee charged	
15.	Excess emission fees	See Attachment I	See Attachment I	
16.	Miscellaneous filing fee for any hearing not covered above	\$5,3306.1 30	\$1,5931.8 32	\$1,593 1,832
17.	For each published Notice of Public Hearing	Cost of Publication	\$0	\$0
18.	Court Reporter Fee (to be paid only if Court Reporter required for hearing)	Actual Appearance and Transcript costs per hearing solely dedicated to one Docket	\$0	Actual Appearan ce and Transcript costs per hearing solely dedicated to one Docket

NOTE 1 Any applicant who believes they have a hardship for payment of fees may request a fee waiver from the Hearing Board pursuant to Hearing Board Rules.

(Amended 10/8/97, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24, ~~X/X/XX~~)

**SCHEDULE A
ATTACHMENT I
EXCESS EMISSION FEE**

A. General

- (1) Each applicant or petitioner for a variance from these Rules and Regulations shall pay to the Clerk or Deputy Clerk of the Hearing Board, in addition to the other filing fees required in Schedule A, an emission fee based on the total weight of emissions discharged, per source or product, other than those described in division (B) below, during the variance period in excess of that allowed by these rules in accordance with the schedule set forth in Table I.
- (2) Where the total weight of emission discharged cannot be easily calculated, the petitioner shall work in concert with Air District staff to establish the amount of excess emissions to be paid.
- (3) In the event that more than one rule limiting the discharge of the same contaminant is violated, the excess emission fee shall consist of the fee for violation which will result in the payment of the greatest sum. For the purposes of this subdivision, opacity rules and particulate mass emissions shall not be considered rules limiting the discharge of the same contaminant.

B. Excess Visible Emission Fee

Each applicant or petitioner for a variance from Regulation 6 or Health and Safety Code Section 41701 shall pay to the Clerk or Deputy Clerk of the Hearing Board, in addition to the filing fees required in Schedule A and the excess emission fees required in (A) above (if any), an emission fee based on the difference between the percent opacity allowed by Regulation 6 and the percent opacity of the emissions allowed from the source or sources operating under the variance, in accordance with the schedule set forth in Table II.

In the event that an applicant or petitioner is exempt from the provisions of Regulation 6, the applicant or petitioner shall pay a fee calculated as described herein above, but such fee shall be calculated based upon the difference between the opacity allowed under the variance and the opacity allowed under the provisions of Health and Safety Code Section 41701, in accordance with the schedule set forth in Table II.

C. Applicability

The provisions of subdivision (A) shall apply to all variances that generate excess emissions.

D. Fee Determination

- (1) The excess emission fees shall be calculated by the petitioner based upon the requested number of days of operation under variance multiplied by the expected excess emissions as set forth in subdivisions (A) and (B) above. The calculations and proposed fees shall be set forth in the petition.
- (2) The Hearing Board may adjust the excess emission fee required by subdivisions (A) and (B) of this rule based on evidence regarding emissions presented at the time of the hearing.

E. Small Businesses

- (1) A small business shall be assessed twenty percent (20%) of the fees required by subdivisions (A) and (B), whichever is applicable. "Small business" is defined in the Fee Regulation.
- (2) Request for exception as a small business shall be made by the petitioner under penalty of perjury on a declaration form provided by the Executive Officer which shall be submitted to the Clerk or Deputy Clerk of the Hearing Board at the time of filing a petition for variance.

F. Group, Class and Product Variance Fees

Each petitioner included in a petition for a group, class or product variance shall pay the filing fee specified in Schedule A, and the excess emission fees specified in subdivisions (A) and (B), whichever is applicable.

G. Adjustment of Fees

If after the term of a variance for which emission fees have been paid, petitioner can establish, to the satisfaction of the Executive Officer/APCO, that emissions were actually less than those upon which the fee was based, a pro rata refund shall be made.

H. Fee Payment/Variance Invalidation

- (1) Excess emission fees required by subdivisions (A) and (B), based on an estimate provided during the variance Hearing, are due and payable within fifteen (15) days of the granting of the variance. The petitioner shall be notified in writing of any adjustment to the amount of excess emission fees due, following Air District staff's verification of the estimated emissions. Fee payments to be made as a result of an adjustment are due and payable within fifteen (15) days of notification of the amount due.
- (2) Failure to pay the excess emission fees required by subdivisions (A) and (B) within fifteen (15) days of notification that a fee is due shall automatically invalidate the variance. Such notification may be given by personal service or by deposit, postpaid, in the United States mail and shall be due fifteen (15) days from the date of personal service or mailing. For the purpose of this rule, the fee payment shall be considered to be received by the Air District if it is postmarked by the United States Postal Service on or before the expiration date stated on the billing notice. If the expiration date falls on a Saturday, Sunday, or a state holiday, the fee payment may be postmarked on the next business day following the Saturday, Sunday, or the state holiday with the same effect as if it had been postmarked on the expiration date.

**TABLE I
SCHEDULE OF EXCESS EMISSIONS FEES**

Air Contaminants	All at \$ 8.86 <u>10.19</u> per pound
------------------	--

Organic gases, except methane and those containing sulfur
Carbon Monoxide
Oxides of nitrogen (expressed as nitrogen dioxide)
Gaseous sulfur compounds (expressed as sulfur dioxide)
Particulate matter

Toxic Air Contaminants	All at \$ 44.11 <u>50.72</u> per pound
------------------------	---

Arsenic (inorganic)
Asbestos
Benzene
Beryllium
1,3-Butadiene
Cadmium
Carbon tetrachloride
Chlorinated dioxins and dibenzofurans (15 species)
Diesel exhaust particulate matter
1,4-Dioxane
Ethylene dibromide
Ethylene dichloride
Ethylene oxide
Formaldehyde
Hexavalent chromium
Lead
Methylene chloride
Nickel
Perchloroethylene
Polynuclear aromatic hydrocarbons (PAH)
Trichloroethylene
Vinyl chloride

**TABLE II
SCHEDULE OF EXCESS VISIBLE EMISSION FEE**

For each source with opacity emissions in excess of twenty percent (20%), but less than forty percent (40%) (where the source is in violation of Regulation 6 and California Health and Safety Code Section 41701), the fee is calculated as follows:

$$\text{Fee} = (\text{Opacity}^* \text{ equivalent} - 20) \times \text{number of days allowed in variance} \times \$\text{~~7.88~~10.42}$$

For each source with opacity emissions in excess of forty percent (40%) (where the source is in violation of Regulation 6 and California Health and Safety Code Section 41701), the fee is calculated as follows:

$$\text{Fee} = (\text{Opacity}^* \text{ equivalent} - 40) \times \text{number of days allowed by variance} \times \$\text{~~7.88~~10.42}$$

* Where "Opacity" equals maximum opacity of emissions in percent (not decimal equivalent) allowed by the variance. Where the emissions are darker than the degree of darkness equivalent to the allowed Ringelmann number, the percentage equivalent of the excess degree of darkness shall be used as "opacity."

(Adopted 6/7/00; Amended 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/7/23, 6/5/24, ~~X/X/XX~~)

SCHEDULE B
COMBUSTION OF FUEL
(Adopted June 18, 1980)

For each source that burns fuel, which is not a flare and not exempted by Regulation 2, Rule 1, the fee shall be computed based on the maximum gross combustion capacity (expressed as higher heating value, HHV) of the source.

1. INITIAL FEE: \$~~404.36~~107.28 per MM BTU/HOUR
 - a. The minimum fee per source is: \$~~557~~573
 - b. The maximum fee per source is: \$~~194,686~~200,137
2. RISK ASSESSMENT FEE (RAF), if required pursuant to Regulation 3-329 or 3-342.
 - a. RAF for first toxic air contaminant (TAC) source in application: \$~~654~~669 plus
\$~~404.36~~107.28 per MM BTU/hr
 - b. Minimum RAF for first TAC source: \$~~1,341~~1,379
 - c. RAF for each additional TAC source: \$~~404.36~~107.28 per MM
BTU/hr*
 - d. Minimum RAF per additional TAC source: \$~~557~~573*
 - e. Maximum RAF per source is: \$~~194,686~~200,137
* RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1
3. PERMIT TO OPERATE FEE: \$~~52.18~~53.64 per MM BTU/HOUR
 - a. The minimum fee per source is: \$~~396~~407
 - b. The maximum fee per source is: \$~~97,343~~100,069
4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.
5. Applicants for an authority to construct and permit to operate a project, which burns municipal waste or refuse-derived fuel, shall pay in addition to all required fees, an additional fee to cover the costs incurred by ~~the State Department of Health Services~~OEHHHA, and/or a qualified contractor designated by ~~the State Department of Health Services~~OEHHHA, in reviewing a risk assessment as required under H&S Code Section 42315. The fee shall be transmitted by the Air District to ~~the Department of Health Services~~OEHHHA and/or the qualified contractor upon completion of the review and submission of comments in writing to the Air District.
6. A surcharge equal to 100% of all required initial and permit to operate fees shall be charged for sources permitted to burn one or more of the following fuels: coke, coal, wood, tires, black liquor, and municipal solid waste.

NOTE: MM BTU is million BTU of higher heat value
One MM BTU/HR = 1.06 gigajoules/HR

(Amended 6/5/85; 6/4/86, 3/4/87, 6/6/90, 7/3/91, 6/15/94, 10/8/97, 7/1/98, 7/1/98, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24, ~~X/X/XX~~)

SCHEDULE C
STATIONARY CONTAINERS FOR THE STORAGE OF ORGANIC LIQUIDS
(Adopted June 18, 1980)

For each stationary container of organic liquids which is not exempted from permits by Regulation 2 and which is not part of a gasoline dispensing facility, the fee shall be computed based on the container volume, as follows:

1. INITIAL FEE: 0.185 cents per gallon
 - a. The minimum fee per source is: \$204
 - b. The maximum fee per source is: \$27,858
2. RISK ASSESSMENT FEE (RAF), if required pursuant to Regulation 3-329 or 3-342.
 - a. RAF for first toxic air contaminant (TAC) source in application: ~~\$654,669~~ plus 0.185 cents per gallon
 - b. Minimum RAF for first TAC source: \$678
 - c. RAF for each additional TAC source: 0.185 cents per gallon *
 - d. Minimum RAF per additional TAC source: \$204 *
 - e. Maximum RAF per source is: \$27,858

* RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1
3. PERMIT TO OPERATE FEE: 0.093 cents per gallon
 - a. The minimum fee per source is: \$147
 - b. The maximum fee per source is: \$13,928
4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.

(Amended 2/20/85, 6/5/85, 6/4/86, 7/3/91, 6/15/94, 7/1/98, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/20/09, 6/16/10, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24, ~~XXX~~)

SCHEDULE D
GASOLINE TRANSFER AT GASOLINE DISPENSING FACILITIES,
BULK PLANTS AND TERMINALS
(Adopted June 18, 1980)

A. All gasoline dispensing facilities shall pay the following fees:

1. INITIAL FEE: ~~\$367.80~~378.10 per single product nozzle (spn)
~~\$367.80~~378.10 per product for each multi-product nozzle (mpn)
2. PERMIT TO OPERATE FEE: ~~\$140.88~~144.82 per single product nozzle (spn)
~~\$140.88~~144.82 per product for each multi-product nozzle (mpn)
3. Initial fees and permit to operate fees for hardware modifications at a currently permitted gasoline dispensing facility shall be consolidated into a single fee calculated according to the following formula:

$$\text{\$508.67} \text{\textbf{522.91}} \times \{[(mpn_{\text{proposed}})(\text{products per nozzle}) + spn_{\text{proposed}}] - [(mpn_{\text{existing}})(\text{products per nozzle}) + spn_{\text{existing}}]\}$$

mpn = multi-product nozzles
spn = single product nozzles

The above formula includes a toxic surcharge.

If the above formula yields zero or negative results, no initial fees or permit to operate fees shall be charged.

For the purposes of calculating the above fees, a fuel blended from two or more different grades shall be considered a separate product.

Other modifications to facilities' equipment, including but not limited to tank addition/replacement/conversion, vapor recovery piping replacement, moving or extending pump islands, will not be subject to initial fees or permit to operate fees.

4. RISK ASSESSMENT FEE (RAF) if required pursuant to Regulation 3-329 or 3-342 (including increases in permitted throughput for which a health risk assessment is required.) of:
 - a. ~~\$3,9534,064~~ per application for a new gas dispensing facility
 - b. ~~\$899-1,022~~ per application for all other
5. Nozzles used exclusively for the delivery of diesel fuel or other fuels exempt from permits shall pay no fee. Multi-product nozzles used to deliver both exempt and non-exempt fuels shall pay fees for the non-exempt products only.

B. All bulk plants, terminals or other facilities using loading racks to transfer gasoline or gasohol into trucks, railcars or ships shall pay the following fees:

1. INITIAL FEE: ~~\$4,8314,966~~ per single product loading arm
~~\$4,8314,966~~ per product for multi-product arms
2. RISK ASSESSMENT FEE (RAF), if required pursuant to Regulation 3-329 or 3-342.
 - a. RAF for first toxic air contaminant (TAC) source in application: ~~\$5,4705,623~~
 - b. RAF for each additional TAC source: ~~\$4,8314,966~~ *
 - * RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1
3. PERMIT TO OPERATE FEE: ~~\$1,3461,384~~ per single product loading arm
~~\$1,3461,384~~ per product for multi-product arms
4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.

C. Fees in (A) above are in lieu of tank fees. Fees in (B) above are in addition to tank fees.

(Amended 2/20/85, 6/5/85, 6/4/86, 7/3/91, 6/15/94, 10/8/97, 7/1/98, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/2/04,
6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19,
6/16/21, 6/15/22, 6/7/23, 6/5/24, ~~X/X/XX~~)

SCHEDULE E
SOLVENT EVAPORATING SOURCES
(Adopted June 18, 1980)

For each solvent evaporating source, as defined in Section 3-210 except for dry cleaners, the fee shall be computed based on the net amount of organic solvent processed through the sources on an annual basis (or anticipated to be processed, for new sources) including solvent used for the cleaning of the sources.

1. INITIAL FEE:
 - a. The fee per source is: ~~\$2,877~~3,309 per 1,000 gallons
 - b. The minimum fee per source is: ~~\$1,432~~1,647
 - c. The maximum fee per source is: ~~\$114,340~~131,491
2. RISK ASSESSMENT FEE (RAF), if required pursuant to Regulation 3-329 or 3-342.
 - a. RAF for first toxic air contaminant (TAC) source in application: ~~\$654~~669 plus initial fee
 - b. Minimum RAF for first TAC source: ~~\$2,360~~2,714
 - c. RAF for each additional TAC source: equal to initial fee *
 - d. Minimum RAF per additional TAC source: ~~\$1,432~~1,647 *
 - e. Maximum RAF per source is: ~~\$114,340~~131,491
 - * RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1
3. PERMIT TO OPERATE FEE:
 - a. The fee per source is: ~~\$1,432~~1,647 per 1,000 gallons
 - b. The minimum fee per source is: ~~\$1,033~~1,188
 - c. The maximum fee per source is: ~~\$57,165~~65,740
4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.

(Amended 5/19/82, 10/17/84, 6/5/85, 6/4/86, 10/8/87, 7/3/91, 6/15/94, 7/1/98, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24, ~~X/X/X/X~~)

SCHEDULE F
MISCELLANEOUS SOURCES
(Adopted June 18, 1980)

For each source not governed by Schedules B, C, D, E, H or I, (except for those sources in the special classification lists, G-1 - G-5) the fees are:

1. INITIAL FEE: \$1,0751,236
2. RISK ASSESSMENT FEE (RAF), if required pursuant to Regulation 3-329 or 3-342.
 - a. RAF for first (toxic air contaminant) TAC source in application: \$2,0492,322
 - b. RAF for each additional TAC source: \$1,0751,236*
 - * RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1
3. PERMIT TO OPERATE FEE: \$782899
4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1. List of special classifications requiring graduated fees is shown in Schedules G-1, G-2, G-3, G-4, and G-5.

G-1 FEES FOR SCHEDULE G-1. For each source in a G-1 classification, fees are:

1. INITIAL FEE: \$8,73410,041
2. ~~RISK ASSESSMENT FEE (RAF)~~, if required pursuant to Regulation 3-329 or 3-342.
 - a. RAF for first ~~toxic air contaminant (TAC)~~ source in application: \$9,90811,394
 - b. RAF for each additional TAC source: \$8,73410,041*
 - * RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1
3. PERMIT TO OPERATE FEE: \$4,3595,013
4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten perc~~59~~ent. This fee shall not be assessed for TACs not listed in Table 2-5-1.

G-2 FEES FOR SCHEDULE G-2. For each source in a G-2 classification, fees are:

1. INITIAL FEE: \$11,52613,255
2. ~~RISK ASSESSMENT FEE (RAF)~~, if required pursuant to Regulation 3-329 or 3-342.
 - a. RAF for first ~~toxic air contaminant (TAC)~~ source in application: \$12,70314,608
 - b. RAF for each additional TAC source: \$11,52613,255*
 - * RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1
3. PERMIT TO OPERATE FEE: \$5,7596,623
4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.

G-3 FEES FOR SCHEDULE G-3. For each source in a G-3 classification, fees are:

1. INITIAL FEE: \$60,82569,949
2. ~~RISK ASSESSMENT FEE (RAF)~~, if required pursuant to Regulation 3-329 or 3-342.
 - a. RAF for first ~~toxic air contaminant (TAC)~~ source in application: \$61,81771,090
 - b. RAF for each additional TAC source: \$60,82569,949 *

* RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1

3. PERMIT TO OPERATE FEE: \$30,40734,968
4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.

G-4 FEES FOR SCHEDULE G-4. For each source in a G-4 classification, fees are:

1. INITIAL FEE: \$152,403175,263
2. ~~RISK ASSESSMENT FEE (RAF)~~, if required pursuant to Regulation 3-329 or 3-342.
 - a. RAF for first ~~toxic air contaminant (TAC)~~ source in application: \$153,579176,616
 - b. RAF for each additional TAC source: \$152,403175,263*

* RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1

3. PERMIT TO OPERATE FEE: \$76,19787,627
4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.

G-5 FEES FOR SCHEDULE G-5. For each source in a G-5 classification, fees are:

1. INITIAL FEE: \$68,41578,677
2. ~~RISK ASSESSMENT FEE (RAF)~~ is only applicable for new and modified sources of toxic air contaminants (TACs) for which a health risk assessment is required under Regulation 2-5-401.
 - a. RAF for first TAC source in application: \$69,02579,379
 - b. RAF for each additional TAC source: \$68,41578,677*

* RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1

3. PERMIT TO OPERATE FEE: \$34,20739,338
4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.

(Amended 5/19/82, 6/5/85, 6/4/86, 6/6/90, 7/3/91, 6/15/94, 10/8/97, 7/1/98, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24, ~~XX/XX~~)

SCHEDULE G-1
(Adopted June 18, 1980)

Equipment or Process Description	Materials Processed or Produced
Asphalt Roofing Manufacturing – Asphalt Dipping	Asphalt Roofing or Related Materials
Calcining Kilns, excluding those processing cement, lime, or coke (see G-4 for cement, lime, or coke Calcining Kilns)	Any Materials except cement, lime, or coke
Chemical Manufacturing, Inorganic – Processing Units with a Capacity of 1,000 Gallons/Hour or more	Any Inorganic Materials
Chemical Manufacturing, Inorganic – Processing Units with a Capacity of 5 Tons/Hour or more	Any Inorganic Materials
Chemical Manufacturing, Inorganic – Reactors with a Capacity of 1,000 Gallons or more	Any Inorganic Materials
Chemical Manufacturing, Organic – Latex Dipping	Any latex materials
Chemical Manufacturing, Organic – Processing Units with a Capacity of 1,000 Gallons/Hour or more	Any Organic Materials
Chemical Manufacturing, Organic – Processing Units with a Capacity of 5 Tons/Hour or more	Any Organic Materials
Chemical Manufacturing, Organic – Reactors with a Capacity of 1,000 Gallons or more	Any Organic Materials
Compost Operations – Windrows, Static Piles, Aerated Static Piles, In-Vessel, or similar methods	Any waste materials such as yard waste, food waste, agricultural waste, mixed green waste, bio-solids, animal manures, etc.
Crushers	Any minerals or mineral products such as rock, aggregate, cement, concrete, or glass; waste products such as building or road construction debris; and any wood, wood waste, green waste; or similar materials
Electroplating Equipment	Hexavalent Decorative Chrome with permitted capacity greater than 500,000 amp-hours per year or Hard Chrome
Foil Manufacturing – Any Converting or Rolling Lines	Any Metal or Alloy Foils
Galvanizing Equipment	Any
Glass Manufacturing – Batching Processes including storage and weigh hoppers or bins, conveyors, and elevators	Any Dry Materials
Glass Manufacturing – Mixers	Any Dry Materials
Glass Manufacturing – Molten Glass Holding Tanks	Any molten glass
Grinders	Any minerals or mineral products such as rock, aggregate, cement, concrete, or glass; waste products such as building or road construction debris; and any wood, wood waste, green waste; or similar materials
Incinerators – Crematory	Human and/or animal remains
Incinerators – Flares	Any waste gases
Incinerators – Other (see G-2 for hazardous or municipal solid waste incinerators, see G-3 for medical or infectious waste incinerators)	Any Materials except hazardous wastes, municipal solid waste, medical or infectious waste
Incinerators – Pathological Waste (see G-3 for medical or infectious waste incinerators)	Pathological waste only

SCHEDULE G-1

Equipment or Process Description	Materials Processed or Produced
Loading and/or Unloading Operations – Bulk Plants and Bulk Terminals, excluding those loading gasoline or gasohol (see Schedule D for Bulk Plants and Terminals loading gasoline or gasohol)	Any Organic Materials except gasoline or gasohol
Refining – Alkylation Units	Any Hydrocarbons
Refining – Asphalt Oxidizers	Any Hydrocarbons
Refining – Benzene Saturation Units/Plants	Any Hydrocarbons
Refining – Catalytic Reforming Units	Any Hydrocarbons
Refining – Chemical Treating Units including alkane, naphthenic acid, and naphtha merox treating, or similar processes	Any Hydrocarbons
Refining – Converting Units including Dimersol Plants, Hydrocarbon Splitters, or similar processes	Any Hydrocarbons
Refining – Distillation Units, excluding crude oil units with capacity > 1,000 barrels/hour (see G-3 for > 1,000 barrels/hour crude distillation units)	Any Hydrocarbons
Refining – Hydrogen Manufacturing	Hydrogen or Any Hydrocarbons
Refining – Hydrotreating or Hydrofining	Any Hydrocarbons
Refining – Isomerization	Any Hydrocarbons
Refining – MTBE Process Units/Plants	Any Hydrocarbons
Refining – Sludge Converter	Any Waste Materials
Refining – Solvent Extraction	Any Hydrocarbons
Refining – Sour Water Stripping	Any Process or Wastewater
Refining – Storage (enclosed)	Coke or Coke Products
Refining – Waste Gas Flares(not subject to Regulation 12, Rule 11)	Any Refining Gases
Refining – Miscellaneous Other Process Units	Any Hydrocarbons
Remediation Operations, Groundwater – Strippers	Contaminated Groundwater
Remediation Operations, Soil – Any Equipment (excluding sub-slab depressurization equipment)	Contaminated Soil
Spray Dryers	Any Materials
Sterilization Equipment	Ethylene Oxide
Wastewater Treatment, Industrial – Oil-Water Separators, excluding oil-water separators at refineries (see G-2 for Refining - Oil-Water Separators)	Wastewater from any industrial facilities except refineries
Wastewater Treatment, Industrial – Strippers including air strippers, nitrogen strippers, dissolved air flotation units, or similar equipment and excluding strippers at refineries (see G-2 for Refining – Strippers)	Wastewater from any industrial facilities except refineries
Wastewater Treatment, Industrial - Storage Ponds, excluding storage ponds at refineries (see G-2 for Refining – Storage Ponds)	Wastewater from any industrial facilities except refineries
Wastewater Treatment, Municipal – Preliminary Treatment	Municipal Wastewater
Wastewater Treatment, Municipal – Primary Treatment	Municipal Wastewater
Wastewater Treatment, Municipal – Digesters	Municipal Wastewater
Wastewater Treatment, Municipal – Sludge Handling Processes, excluding sludge incinerators (see G-2 for sludge incinerators)	Sewage Sludge

(Amended 6/4/86, 6/6/90, 5/19/99, 6/7/00, 6/2/04, 6/15/05, 6/6/18, 11/3/21)

SCHEDULE G-2
(Adopted June 6, 1990)

Equipment or Process Description	Materials Processed or Produced
Asphalt Roofing Manufacturing – Asphalt Blowing	Asphalt Roofing or Related Materials
Asphaltic Concrete Manufacturing – Aggregate Dryers	Any Dry Materials
Asphaltic Concrete Manufacturing – Batch Mixers	Any Asphaltic Concrete Products
Asphaltic Concrete Manufacturing – Drum Mixers	Any Asphaltic Concrete Products
Asphaltic Concrete Manufacturing – Other Mixers and/or Dryers	Any Dry Materials or Asphaltic Concrete Products
Concrete or Cement Batching Operations – Mixers	Any cement, concrete, or stone products or similar materials
Furnaces – Electric	Any Mineral or Mineral Product
Furnaces – Electric Induction	Any Mineral or Mineral Product
Furnaces – Glass Manufacturing	Soda Lime only
Furnaces – Reverberatory	Any Ores, Minerals, Metals, Alloys, or Related Materials
Incinerators – Hazardous Waste including any unit required to have a RCRA permit	Any Liquid or Solid Hazardous Wastes
Incinerators – Solid Waste, excluding units burning human/animal remains or pathological waste exclusively (see G-1 for Crematory and Pathological Waste Incinerators)	Any Solid Waste including Sewage Sludge (except human/animal remains or pathological waste)
Metal Rolling Lines, excluding foil rolling lines (see G-1 for Foil Rolling Lines)	Any Metals or Alloys
Metal Shredding (maximum capacity of less than or equal to 150 tons per hour)	Any Metals or Alloys
Refining – Stockpiles (open)	Coke or coke products only
Refining, Wastewater Treatment – Oil-Water Separators	Wastewater from refineries only
Refining, Wastewater Treatment – Strippers including air strippers, nitrogen strippers, dissolved air flotation units, or similar equipment	Wastewater from refineries only
Refining, Wastewater Treatment – Storage Ponds	Wastewater from refineries only
Pickling Lines or Tanks	Any Metals or Alloys
Sulfate Pulping Operations – All Units	Any
Sulfite Pulping Operations – All Units	Any

(Amended 6/7/00, 11/3/21, 6/7/23)

SCHEDULE G-3
(Adopted June 18, 1980)

Equipment or Process Description	Materials Processed or Produced
Furnaces – Electric Arc	Any Metals or Alloys
Furnaces – Electric Induction	Any Metals or Alloys
Incinerators – Medical Waste, excluding units burning pathological waste exclusively (see G-1 for Pathological Waste Incinerators)	Any Medical or Infectious Wastes
Loading and/or Unloading Operations – Marine Berths	Any Organic Materials
Metal Shredding (maximum capacity greater than 150 tons per hour)	Any Metals or Alloys
Refining – Cracking Units including hydrocrackers and excluding thermal or fluid catalytic crackers (see G-4 for Thermal Crackers and Catalytic Crackers)	Any Hydrocarbons
Refining – Distillation Units (crude oils) including any unit with a capacity greater than 1,000 barrels/hour (see G-1 for other distillation units)	Any Crude Oils
Phosphoric Acid Manufacturing – All Units (by any process)	Phosphoric Acid

(Amended 5/19/82; Amended and renumbered 6/6/90; Amended 6/7/00, 6/15/05, 5/2/07, 11/3/21, 6/7/23)

SCHEDULE G-4
(Adopted June 6, 1990)

Equipment or Process Description	Materials Processed or Produced
Acid Regeneration Units	Sulfuric or Hydrochloric Acid only
Annealing Lines (continuous only)	Metals and Alloys
Calcining Kilns (see G-1 for Calcining Kilns processing other materials)	Cement, Lime, or Coke only
Fluidized Bed Combustors	Solid Fuels only
Nitric Acid Manufacturing – Any Ammonia Oxidation Processes	Ammonia or Ammonia Compounds
Refining - Coking Units including fluid cokers, delayed cokers, flexicokers, and coke kilns	Coke and Coke Products
Refining - Cracking Units including fluid catalytic crackers and thermal crackers and excluding hydrocrackers (see G-3 for Hydrocracking Units)	Any Hydrocarbons
Refining - Sulfur Removal including any Claus process or any other process requiring caustic reactants	Any Refining Gas
Sulfuric Acid Manufacturing – Any Chamber or Contact Process	Any Solid, Liquid or Gaseous Fuels Containing Sulfur

(Amended 6/7/00, 11/3/21)

SCHEDULE G-5

Equipment or Process Description	Materials Processed or Produced
Refinery Flares (subject to Regulation 12, Rule 11)	Any Vent Gas (as defined in section 12-11-210 and section 12- 12-213)

(Adopted 5/2/07; Amended 11/3/21)

SCHEDULE H
SEMICONDUCTOR AND RELATED OPERATIONS
(Adopted May 19, 1982)

All of the equipment within a semiconductor fabrication area will be grouped together and considered one source. The fee shall be as indicated:

1. INITIAL FEE:

- a. The minimum fee per source is: \$1,2491,436
- b. The maximum fee per source is: \$99,895114,879

The initial fee includes fees for each type of operation listed in Parts 1c and 1d performed at the fabrication area. If the type of solvent operation is not listed in Parts 1c and 1d, then the minimum fee applies.

c. SOLVENT CLEANING OPERATIONS, such as usage of:

Solvent Sinks (as defined in Regulation 8-30-214);
Solvent Spray Stations (as defined in Regulation 8-30-221);
Solvent Vapor Stations (as defined in Regulation 8-30-222); and
Wipe Cleaning Operation (as defined in Regulation 8-30-225).

The fee is based on the gross throughput of organic solvent processed through the solvent cleaning operations on an annual basis (or anticipated to be processed, for new sources):

\$844971 per 1,000 gallon

d. COATING OPERATIONS, such as application of:

Photoresist (as defined in Regulation 8-30-215); other wafer coating;
Solvent-Based Photoresist Developer (as defined in Regulation 8-30-219); and other
miscellaneous solvent usage.

The fee is based on the gross throughput of organic solvent processed through the coating operations on an annual basis (or anticipated to be processed, for new sources):

\$2,5072,883 per 1,000 gallon

2. RISK ASSESSMENT FEE (RAF), if required pursuant to Regulation 3-329 or 3-342.

- a. RAF for first toxic air contaminant (TAC) source in application: \$654669 plus initial fee
- b. Minimum RAF for first TAC source: \$2,1712,497
- c. RAF for each additional TAC source: equal to initial fee *
- d. Minimum RAF per additional TAC source: \$1,2491,436 *
- e. Maximum RAF per source is: \$99,895114,879

* RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1

3. PERMIT TO OPERATE FEE:

- a. The minimum fee per source is: \$9031,038
- b. The maximum fee per source is: \$49,93957,430

The permit to operate fee includes fees for each type of operation listed in Parts 3c and 3d performed at the fabrication area. If the type of solvent operation is not listed in Parts 3c and 3d, then the minimum fee applies.

c. SOLVENT CLEANING OPERATIONS, such as usage of:

Solvent Sinks (as defined in Regulation 8-30-214);
Solvent Spray Stations (as defined in Regulation 8-30-221);
Solvent Vapor Stations (as defined in Regulation 8-30-222); and
Wipe Cleaning Operation (as defined in Regulation 8-30-225).

The fee is based on the gross throughput of organic solvent processed through the solvent cleaning operations on an annual basis (or anticipated to be processed, for new sources):

\$~~424~~488 per 1,000 gallon

d. COATING OPERATIONS, such as application of:

Photoresist (as defined in Regulation 8-30-215); other wafer coating;
Solvent-Based Photoresist Developer (as defined in Regulation 8-30-219); and other
miscellaneous solvent usage.

The fee is based on the gross throughput of organic solvent processed through the coating operations on an annual basis (or anticipated to be processed, for new sources):

\$~~1,249~~1,436 per 1,000 gallon

4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.

(Amended 1/9/85, 6/5/85, 6/4/86, 7/3/91, 6/15/94, 10/8/97, 7/1/98, 5/19/99, 10/20/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24, ~~X/X/X/X~~)

SCHEDULE I
DRY CLEANERS
(Adopted July 6, 1983)

For permitted dry cleaners, the fee shall be computed based on each cleaning machine, except that machines with more than one drum shall be charged based on each drum, regardless of the type or quantity of solvent, as follows:

1. INITIAL FEE FOR A DRY CLEANING MACHINE (per drum):
 - a. If the washing or drying capacity is no more than 100 pounds: ~~\$769~~791
 - b. If the washing or drying capacity exceeds 100 pounds: ~~\$769~~791 plus
For that portion of the capacity exceeding 100 pounds: ~~\$22.00~~23.00 per pound
2. RISK ASSESSMENT FEE (RAF), if required pursuant to Regulation 3-329 or 3-342.
 - a. RAF for first toxic air contaminant (TAC) source in application: ~~\$654~~669 plus initial fee
 - b. Minimum RAF for first TAC source: ~~\$1,367~~1,405
 - c. RAF for each additional TAC source: equal to initial fee*
 - d. Minimum RAF per additional TAC source: ~~\$769~~791*
 - * RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1
3. PERMIT TO OPERATE FEE FOR A DRY CLEANING MACHINE (per drum):
 - a. If the washing or drying capacity is no more than 100 pounds: ~~\$564~~577
 - b. If the washing or drying capacity exceeds 100 pounds: ~~\$564~~577 plus
For that portion of the capacity exceeding 100 pounds: ~~\$41.36~~11.68 per pound
4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.

(Amended 10/17/84, 6/5/85, 6/4/86, 7/3/91, 6/15/94, 10/8/97, 7/1/98, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/02/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/15/22, 6/7/23, 6/5/24, ~~X/X/XX~~)

SCHEDULE K
SOLID WASTE DISPOSAL SITES
(Adopted July 15, 1987)

1. INITIAL FEE:
 - a. Landfill (Decomposition Process) \$10,158,11,682
 - b. Active Landfill (Waste and Cover Material Dumping Process) \$5,0775,839
 - c. Active Landfill (Excavating, Bulldozing, and Compacting Processes) \$5,0775,839
2. RISK ASSESSMENT FEE (RAF), if required pursuant to Regulation 3-329 or 3-342.
 - a. RAF for first toxic air contaminant (TAC) source in application: \$654,669 plus initial fee
 - b. RAF for each additional TAC source: equal to initial fee*

* RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1
3. PERMIT TO OPERATE FEE:
 - a. Landfill (Decomposition Process) \$5,0775,839
 - b. Active Landfill (Waste and Cover Material Dumping Process) \$2,5382,919
 - c. Active Landfill (Excavating, Bulldozing, and Compacting Processes) \$2,5382,919
4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.
5. Evaluation of Reports and Questionnaires:
 - a. Evaluation of Solid Waste Air Assessment Test Report as required by Health & Safety Code Section 41805.5(g) \$5,5976,437
 - b. Evaluation of Inactive Site Questionnaire as required by Health & Safety Code Section 41805.5(b) \$2,8063,227
 - c. Evaluation of Solid Waste Air Assessment Test Report in conjunction with evaluation of Inactive Site Questionnaire as required by Health & Safety Code Section 41805.5(b) \$2,8063,227
 - d. Evaluation of Initial or Amended Design Capacity Reports as required by Regulation 8, Rule 34, Section 405 \$2,0642,374
 - e. Evaluation of Initial or Periodic NMOC Emission Rate Reports as required by Regulation 8, Rule 34, Sections 406 or 407 \$5,9026,787
 - f. Evaluation of Closure Report as required by Regulation 8, Rule 34, Section 409 \$2,0642,374
 - g. Evaluation of Annual Report as required by Regulation 8, Rule 34, Section 411 \$5,1655,940
6. For the purposes of this fee schedule, landfill shall be considered active, if it has accepted solid waste for disposal at any time during the previous 12 months or has plans to accept solid waste for disposal during the next 12 months.
(Amended 7/3/91, 6/15/94, 10/8/97, 7/1/98, 5/19/99, 10/6/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24, X/X/XX)

SCHEDULE L
ASBESTOS OPERATIONS
(Adopted July 6, 1988)

1. Asbestos Operations conducted at single family dwellings are subject to the following fees:
 - a. OPERATION FEE: \$185 for amounts 100 to 500 square feet or linear feet.
\$679 for amounts 501 square feet or linear feet to 1,000 square feet or linear feet.
\$988 for amounts 1001 square feet or liner feet to 2,000 square feet or linear feet.
\$1,358 for amounts greater than 2,000 square feet or linear feet.
 - b. Cancellation: \$90 of above amounts non-refundable for notification processing.
2. Asbestos Operations, other than those conducted at single family dwellings, are subject to the following fees:
 - a. OPERATION FEE: \$524 for amounts 100 to 159 square feet or 100 to 259 linear feet or 35 cubic feet
\$754 for amounts 160 square feet or 260 linear feet to 500 square feet or linear feet or greater than 35 cubic feet.
\$1,098 for amounts 501 square feet or linear feet to 1,000 square feet or linear feet.
\$1,620 for amounts 1001 square feet or liner feet to 2,500 square feet or linear feet.
\$2,309 for amounts 2501 square feet or linear feet to 5,000 square feet or linear feet.
\$3,169 for amounts 5001 square feet or linear feet to 10,000 square feet or linear feet.
\$4,031 for amounts greater than 10,000 square feet or linear feet.
 - b. Cancellation: \$248 of above amounts non-refundable for notification processing.
3. Demolitions (including zero asbestos demolitions) conducted at a single-family dwelling are subject to the following fee:
 - a. OPERATION FEE: \$90
 - b. Cancellation: \$90 (100% of fee) non-refundable, for notification processing.
4. Demolitions (including zero asbestos demolitions) other than those conducted at a single family dwelling are subject to the following fee:
 - a. OPERATION FEE: \$372
 - b. Cancellation: \$248 of above amount non-refundable for notification processing.
5. Asbestos operations with less than 10 days prior notice (excluding emergencies) are subject to the following additional fee:
 - a. OPERATION FEE: \$619
6. Asbestos demolition operations for the purpose of fire training are exempt from fees.

(Amended 9/5/90, 1/5/94, 8/20/97, 10/7/98, 7/19/00, 8/1/01, 6/5/02, 7/2/03, 6/2/04, 6/6/07, 5/21/08, 5/20/09, 6/16/10, 6/15/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/5/19)

SCHEDULE N
TOXIC INVENTORY FEES
(Adopted October 21, 1992)

For each stationary source emitting substances covered by California Health and Safety Code Section 44300 *et seq.*, the Air Toxics "Hot Spots" Information and Assessment Act of 1987, which have trigger levels listed in Table 2-5-1, a fee based on the weighted emissions of the facility shall be assessed based on the following formulas:

1. A fee of \$7.44 for each gasoline product dispensing nozzle in a Gasoline Dispensing Facility;
or
2. A fee calculated by multiplying the facility's weighted toxic inventory (w_i) by the following factor:

Air Toxic Inventory Fee Factor	\$1.13 per weighted pound per year
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Using the last reported data, the facility's weighted toxic inventory (w_i) is calculated as a sum of the individual TAC emissions multiplied by either the inhalation cancer potency factor for the TAC (see Regulation 2, Rule 5, Table 2-5-1, column 10) times 28.6 if the emission is a carcinogen, or by the reciprocal of the chronic inhalation reference exposure level for the TAC (see Regulation 2, Rule 5, Table 2-5-1, column 8) if the emission is not a carcinogen.

(Amended 12/15/93, 6/15/05, 5/2/07, 6/16/10, 5/4/11, 6/4/14, 6/3/15, 6/15/16, 6/6/18, 6/5/19, 6/3/20, 6/16/21, 6/15/22, 6/7/23)

SCHEDULE P
MAJOR FACILITY REVIEW FEES
(Adopted November 3, 1993)

1. MFR / SYNTHETIC MINOR ANNUAL FEES

Each facility, which is required to undergo major facility review in accordance with the requirements of Regulation 2, Rule 6, shall pay annual fees (1a and 1b below) for each source holding an an Air District Permit to Operate. These fees shall be in addition to and shall be paid in conjunction with the annual renewal fees paid by the facility. However, these MFR permit fees shall not be included in the basis to calculate Alternative Emission Control Plan (bubble) or toxic air contaminant surcharges. If a major facility applies for and obtains a synthetic minor operating permit, the requirement to pay the fees in 1a and 1b shall terminate as of the date the APCO issues the synthetic minor operating permit.

- a. MFR SOURCE FEE ~~\$1,308~~1,504 per source
- b. MFR EMISSIONS FEE..... ~~\$51,44~~59.16 per ton of regulated air pollutants emitted

Each MFR facility and each synthetic minor facility shall pay an annual monitoring fee (1c below) for each pollutant measured by an an Air District-approved continuous emission monitor or an an Air District-approved parametric emission monitoring system.

- c. MFR/SYNTHETIC MINOR MONITORING FEES~~\$13,067~~15,027 per monitor per pollutant

2. SYNTHETIC MINOR APPLICATION FEES

Each facility that applies for a synthetic minor operating permit or a revision to a synthetic minor operating permit shall pay application fees according to 2a and either 2b (for each source holding an an Air District Permit to Operate) or 2c (for each source affected by the revision). If a major facility applies for a synthetic minor operating permit prior to the date on which it would become subject to the annual major facility review fee described above, the facility shall pay, in addition to the application fee, the equivalent of one year of annual fees for each source holding an an Air District Permit to Operate.

- a. SYNTHETIC MINOR FILING FEE ~~\$1,820~~2,093 per application
- b. SYNTHETIC MINOR INITIAL PERMIT FEE ~~\$1,308~~1,504 per source
- c. SYNTHETIC MINOR REVISION FEE..... ~~\$1,308~~1,504 per source modified

3. MFR APPLICATION FEES

Each facility that applies for or is required to undergo: an initial MFR permit, an amendment to an MFR permit, a minor or significant revision to an MFR permit, a reopening of an MFR permit or a renewal of an MFR permit shall pay, with the application and in addition to any other fees required by this regulation, the MFR filing fee and any applicable fees listed in 3b-h below. The fees in 3b apply to each source in the initial permit. The fees in 3g apply to each source in the renewal permit, The fees in 3d-f apply to each source affected by the revision or reopening.

- a. MFR FILING FEE ~~\$1,820~~2,093 per application
- b. MFR INITIAL PERMIT FEE ~~\$1,820~~2,093 per source
- c. MFR ADMINISTRATIVE AMENDMENT FEE ~~\$515~~592 per application
- d. MFR MINOR REVISION FEE ~~\$2,584~~2,972 per source modified
- e. MFR SIGNIFICANT REVISION FEE ~~\$4,817~~5,540 per source modified
- f. MFR REOPENING FEE ~~\$1,580~~1,817 per source modified
- g. MFR RENEWAL FEE..... ~~\$768~~883 per source

Each facility that requests a permit shield or a revision to a permit shield under the provisions of Regulation 2, Rule 6 shall pay the following fee for each source (or group of sources, if the requirements for these sources are grouped together in a single table in the MFR permit) that is covered by the requested shield. This fee shall be paid in addition to any other applicable fees.

- h. MFR PERMIT SHIELD FEE ~~\$2,724~~3,129 per shielded source or group of sources

4. MFR PUBLIC NOTICE FEES

Each facility that is required to undergo a public notice related to any permit action pursuant to Regulation 2-6 shall pay the following fee upon receipt of an Air District invoice.

MFR PUBLIC NOTICE FEE Cost of Publication

5. MFR PUBLIC HEARING FEES

If a public hearing is required for any MFR permit action, the facility shall pay the following fees upon receipt of an Air District invoice.

a. MFR PUBLIC HEARING FEE Cost of Public Hearing not to exceed \$22,23925,575

b. NOTICE OF PUBLIC HEARING FEE Cost of distributing Notice of Public Hearing

6. POTENTIAL TO EMIT DEMONSTRATION FEE

Each facility that makes a potential to emit demonstration under Regulation 2-6-312 in order to avoid the requirement for an MFR permit shall pay the following fee:

a. PTE DEMONSTRATION FEE \$344-358 per source, not to exceed \$30,57235,158

(Amended 6/15/94, 10/8/97, 7/1/98, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24, X/X/XX)

**SCHEDULE R
EQUIPMENT REGISTRATION FEES**

1. Persons operating commercial cooking equipment who are required to register equipment as required by Air District rules are subject to the following fees:
 - a. Conveyorized Charbroiler REGISTRATION FEE: \$744 per facility
 - b. Conveyorized Charbroiler ANNUAL RENEWAL FEE: \$209 per facility
 - c. Under-fired Charbroiler REGISTRATION FEE: \$744 per facility
 - d. Under-fired Charbroiler ANNUAL RENEWAL FEE: \$209 per facility
2. Persons operating non-halogenated dry cleaning equipment who are required to register equipment as required by Air District rules are subject to the following fees:
 - a. Dry Cleaning Machine REGISTRATION FEE: \$371
 - b. Dry Cleaning Machine ANNUAL RENEWAL FEE: \$259
3. Persons operating diesel engines who are required to register equipment as required by Air District or State rules are subject to the following fees:
 - a. Diesel Engine REGISTRATION FEE: \$250
 - b. Diesel Engine ANNUAL RENEWAL FEE: \$166
 - c. Diesel Engine ALTERNATIVE COMPLIANCE PLAN FEE (for each plan submitted under Air District Regulation 11-17-402): \$250
4. Persons operating boilers, steam generators and process heaters who are required to register equipment by Air District Regulation 9-7-404 are subject to the following fees:
 - a. REGISTRATION FEE \$137 per device
 - b. ANNUAL RENEWAL FEE: \$115 per device
5. Persons owning or operating graphic arts operations who are required to register equipment by Air District Regulation 8-20-408 are subject to the following fees:
 - a. REGISTRATION FEE: \$446
 - b. ANNUAL RENEWAL FEE: \$278
6. Persons owning or operating mobile refinishing operations who are required to register by Air District Regulation 8-45-4 are subject to the following fees:
 - a. REGISTRATION FEE \$209
 - b. ANNUAL RENEWAL FEE \$123

(Adopted 7/6/07, Amended 12/5/07, 5/21/08, 7/30/08, 11/19/08, 12/3/08, 5/20/09, 6/16/10, 6/15/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, ~~X/X/XX~~)

SCHEDULE S
NATURALLY OCCURRING ASBESTOS OPERATIONS

1. ASBESTOS DUST MITIGATION PLAN INITIAL REVIEW AND AMENDMENT FEES:

Any person submitting an Asbestos Dust Mitigation Plan (ADMP) for initial review of a Naturally Occurring Asbestos (NOA) project shall pay the following fee (including NOA Discovery Notifications which would trigger an ADMP review): \$1,111

Any person submitting a request to amend an existing ADMP shall pay the following fee: \$569

2. AIR MONITORING PROCESSING FEE:

NOA projects requiring an Air Monitoring component as part of the ADMP approval are subject to the following fee in addition to the ADMP fee: \$8,570

3. GEOLOGIC EVALUATION FEE:

Any person submitting a Geologic Evaluation for exemption from Section 93105 shall pay the following fee: \$4,232

4. INSPECTION FEES:

- a. The owner of any property for which an ADMP is required shall pay fees to cover the costs incurred by the District in conducting inspections to determine compliance with the ADMP on an ongoing basis. Inspection fees shall be invoiced by the District on a quarterly basis, and at the conclusion of dust generating activities covered under the ADMP, based on the actual time spent in conducting such inspections, and the following time and materials rate: \$213 per hour
- b. The owner of any property for which Geologic Evaluation is required shall pay fees to cover the costs incurred by the District. Inspection fees shall be invoiced by the District, based on the actual time spent in conducting such inspections, and the following time and materials rate: \$213 per hour

(Adopted 6/6/07; Amended 5/21/08, 5/20/09, 6/16/10, 6/15/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24)

SCHEDULE T GREENHOUSE GAS FEES

For each permitted facility emitting greenhouse gases, the fee shall be based on the following:

1. Carbon Dioxide Equivalent (CDE) Emissions \$0.174 per metric ton

Emissions calculated by the APCO shall be based on the data reported for the most recent 12-month period prior to billing. The annual emissions of each greenhouse gas (GHG) listed below shall be determined by the APCO for each permitted (i.e., non-exempt) source. For each emitted GHG, the CDE emissions shall be determined by multiplying the annual GHG emissions by the applicable Global Warming Potential (GWP) value. The GHG fee for each facility shall be based on the sum of the CDE emissions for all GHGs emitted by the facility, except that no fee shall be assessed for emissions of biogenic carbon dioxide.

Global Warming Potential Relative to Carbon Dioxide*

GHG	CAS Registry Number	GWP**
Carbon Dioxide	124-38-9	1
Methane	74-82-8	34
Nitrous Oxide	10024-97-2	298
Nitrogen Trifluoride	7783-54-2	17,885
Sulfur Hexafluoride	2551-62-4	26,087
HCFC-22	75-45-6	2,106
HCFC-123	306-83-2	96
HCFC-124	2837-89-0	635
HCFC-141b	1717-00-6	938
HCFC-142b	75-68-3	2,345
HCFC-225ca	422-56-0	155
HCFC-225cb	507-55-1	633
HFC-23	75-46-7	13,856
HFC-32	75-10-5	817
HFC-125	354-33-6	3,691
HFC-134a	811-97-2	1,549
HFC-143a	420-46-2	5,508
HFC-152a	75-37-6	167
HFC-227ea	431-89-0	3,860
HFC-236fa	690-39-1	8,998
HFC-245fa	460-73-1	1,032
HFC-365mfc	406-58-6	966
HFC-43-10-mee	138495-42-8	1,952
PFC-14	75-73-0	7,349
PFC-116	76-16-4	12,340
PFC-218	76-19-7	9,878
PFC-318	115-25-3	10,592

* Source: Myhre, G., et al., 2013: Anthropogenic and Natural Radiative Forcing (and Supplementary Material). In: Climate Change 2013: The Physical Science Basis. Contribution of Working Group I to the Fifth Assessment Report of the Intergovernmental Panel on Climate Change [Stocker, T.F., et al. (eds.)]. Cambridge University Press, Cambridge, United Kingdom and New York, NY, USA. Available from www.ipcc.ch.

** GWPs compare the integrated radiative forcing over a specified period (i.e. 100 years) from a unit mass pulse emission to compare the potential climate change associated with emissions of different GHGs. GWPs listed include climate-carbon feedbacks.

(Adopted 5/21/08; Amended 5/20/09, 6/16/10, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24)

SCHEDULE V OPEN BURNING

1. Any prior notification required by Regulation 5, Section 406 is subject to the following fee:
 - a. OPERATION FEE: \$199
 - b. The operation fee paid as part of providing notification to the District prior to burning will be determined for each property, as defined in Regulation 5, Section 217, and will be valid for one year from the fee payment date when a given fire is allowed, as specified in Regulation 5, Section 401 for the following fires:

Regulation 5 Section – Fire	Burn Period
401.1 - Disease and Pest	January 1 – December 31
401.2 - Crop Replacement ¹	October 1 – April 30
401.3 - Orchard Pruning and Attrition ²	November 1 – April 30
401.4 - Double Cropping Stubble	June 1 – August 31
401.6 - Hazardous Material ¹	January 1 – December 31
401.7 - Fire Training	January 1 – December 31
401.8 - Flood Debris	October 1 – May 31
401.9 - Irrigation Ditches	January 1 – December 31
401.10 - Flood Control	January 1 – December 31
401.11 - Range Management ¹	July 1 – April 30
401.12 - Forest Management ¹	November 1 – April 30
401.14 - Contraband	January 1 – December 31

¹ Any Forest Management fire, Range Management fire, Hazardous Material fire not related to Public Resources Code 4291, or any Crop Replacement fire for the purpose of establishing an agricultural crop on previously uncultivated land, that is expected to exceed 10 acres in size or burn piled vegetation cleared or generated from more than 10 acres is defined in Regulation 5, Section 213 as a type of Prescribed Burning and, as such, is subject to the Prescribed Burning operation fee in Section 3 below.

² Upon the determination of the APCO that heavy winter rainfall has prevented this type of burning, the burn period may be extended to no later than June 30.

- c. Any person who provided notification required under Regulation 5, Section 406, who seeks to burn an amount of material greater than the amount listed in that initial notification, shall provide a subsequent notification to the District under Regulation 5, Section 406 and shall pay an additional open burning operation fee prior to burning.
2. Any Marsh Management fire conducted pursuant to Regulation 5, Section 401.13 is subject to the following fee, which will be determined for each property by the proposed acreage to be burned:
 - a. OPERATION FEE:

\$821	for 50 acres or less
\$1,117	for more than 50 acres but less than or equal to 150 acres
\$1,408	for more than 150 acres
 - b. The operation fee paid for a Marsh Management fire will be valid for a Fall or Spring burning period, as specified in Regulation 5, Subsection 401.13. Any burning subsequent to either of these time periods shall be subject to an additional open burning operation fee.
3. Any Wildland Vegetation Management fire (Prescribed Burning) conducted pursuant to Regulation 5, Section 401.15 is subject to the following fee, which will be determined for each prescribed burning project by the proposed acreage to be burned:
 - a. OPERATION FEE:

\$796	for 50 acres or less
\$1,079	for more than 50 acres but less than or equal to 150 acres
\$1,404	for more than 150 acres

- b. The operation fee paid for a prescribed burn project will be valid for the burn project approval period, as determined by the District. Any burning subsequent to this time period shall be subject to an additional open burning operation fee.
- 4. Any Filmmaking fire conducted pursuant to Regulation 5, Section 401.16 and any Public Exhibition fire conducted pursuant to Regulation 5, Section 401.17 is subject to the following fee:
 - a. OPERATION FEE: \$1,029
 - b. The operation fee paid for a Filmmaking or Public Exhibition fire will be valid for the burn project approval period, as determined by the District. Any burning subsequent to this time period shall be subject to an additional open burning operation fee.
- 5. Any Stubble fire conducted pursuant to Regulation 5, Section 401.5 that requires a person to receive an acreage burning allocation prior to ignition is subject to the following fee, which will be determined for each property by the proposed acreage to be burned:
 - a. OPERATION FEE: \$509 for 25 acres or less
\$714 for more than 25 acres but less than or equal to 75 acres
\$867 for more than 75 acres but less than or equal to 150 acres
\$1,021 for more than 150 acres
 - b. The operation fee paid for a Stubble fire will be valid for one burn period, which is the time period beginning September 1 and ending December 31, each calendar year. Any burning subsequent to this time period shall be subject to an additional open burning operation fee.
- 6. All fees paid pursuant to Schedule V are non-refundable.
- 7. All fees required pursuant to Schedule V must be paid before conducting a fire.

(Adopted 6/1913; Amended 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/3/20, 6/16/21, 6/15/22, 6/7/23, 6/5/24)

SCHEDULE W
REFINING EMISSIONS TRACKING FEES

1. ANNUAL EMISSIONS INVENTORIES:

Any Refinery owner/operator required to submit an Annual Emissions Inventory Report in accordance with Regulation 12, Rule 15, Section 401 shall pay the following fees:

- a. Initial submittal: ~~\$102,946~~118,388
- b. Each subsequent annual submittal: ~~\$51,474~~59,195

Any Support Facility owner/operator required to submit an Annual Emissions Inventory Report in accordance with Regulation 12, Rule 15, Section 401 shall pay the following fees:

- a. Initial submittal: ~~\$6,293~~7,237
- b. Each subsequent annual submittal: ~~\$3,146~~3,618

2. AIR MONITORING PLANS:

Any person required to submit an air monitoring plan in accordance with Regulation 12, Rule 15, Section 403 shall pay a one-time fee of \$~~14,298~~16,443.

(Adopted 6/15/16; Amended 6/5/19, 6/16/21, 11/3/21, 6/15/22, 6/7/23, 6/5/24, ~~X/X/XX~~)

SCHEDULE X
MAJOR STATIONARY SOURCE COMMUNITY AIR MONITORING FEES

For each major stationary source, emitting 35 tons per year or more of Organic Compounds, Sulfur Oxides, Nitrogen Oxides, Carbon Monoxide and/or PM₁₀ within the vicinity of an Air District proposed community air monitoring location, the fee shall be based on the following:

1.	Organic Compounds	\$60.61 per ton
2.	Sulfur Oxides	\$60.61 per ton
3.	Nitrogen Oxides	\$60.61 per ton
4.	Carbon Monoxide	\$60.61 per ton
5.	PM ₁₀	\$60.61 per ton

Emissions calculated by the APCO shall be based on the data reported for the most recent 12-month period prior to billing. In calculating the fee amount, emissions of Organic Compounds, Sulfur Oxides, Nitrogen Oxides, Carbon Monoxide, or PM₁₀, if occurring in an amount less than 35 tons per year, shall not be counted.

(Adopted: 6/15/16; Amended: 6/21/17, X/X/XX)

Proposed Amendments for July 2, 2025 Public Hearing

Note to reviewers: The Air District Board of Directors will also be considering other changes to Regulation 3 at its meeting on June 4, 2025.

REGULATION 3 FEES INDEX

3-100 GENERAL

- 3-101 Description
- 3-102 Deleted July 12, 1989
- 3-103 Exemption, Abatement Devices
- 3-104 Deleted August 2, 1995
- 3-105 Exemption, Excavation of Contaminated Soil and Removal of Underground Storage Tank Operation Fees
- 3-106 Deleted December 2, 1998
- 3-107 Exemption, Sources Exempt from Permit Requirements

3-200 DEFINITIONS

- 3-201 Cancelled Application
- 3-202 Gasoline Dispensing Facility
- 3-203 Filing Fee
- 3-204 Initial Fee
- 3-205 Authority to Construct
- 3-206 Modification
- 3-207 Permit to Operate Fee
- 3-208 Deleted June 4, 1986
- 3-209 Small Business
- 3-210 Solvent Evaporating Source
- 3-211 Source
- 3-212 Deleted August 2, 1995
- 3-213 Major Stationary Source
- 3-214 Deleted March 1, 2000
- 3-215 Deleted March 1, 2000
- 3-216 Deleted March 1, 2000
- 3-217 Deleted March 1, 2000
- 3-218 Deleted March 1, 2000
- 3-219 Deleted March 1, 2000
- 3-220 Deleted March 1, 2000
- 3-321 Deleted March 1, 2000
- 3-222 Deleted March 1, 2000
- 3-223 Start-up Date
- 3-224 Permit to Operate
- 3-225 Deleted June 3, 2015
- 3-226 Air Toxics "Hot Spots" Information and Assessment Act of 1987
- 3-227 Toxic Air Contaminant, or TAC
- 3-228 Deleted December 2, 1998
- 3-229 Deleted December 2, 1998
- 3-230 Deleted December 2, 1998
- 3-231 Deleted December 2, 1998
- 3-232 Deleted December 2, 1998
- 3-233 Deleted December 2, 1998
- 3-234 Deleted December 2, 1998
- 3-235 Deleted December 2, 1998
- 3-236 Deleted December 2, 1998
- 3-237 PM₁₀
- 3-238 Risk Assessment Fee

3-239	Toxic Surcharge
3-240	Biogenic Carbon Dioxide
3-241	Green Business
3-242	Incident
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- 3-408 Permit to Operate Valid for 12 Months
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- 3-411 Advance Deposit of Funds
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3-500 MONITORING AND RECORDS (None Included)

3-600 MANUAL OF PROCEDURES (None Included)

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- SCHEDULE A HEARING BOARD FEES
- SCHEDULE B COMBUSTION OF FUEL
- SCHEDULE C STATIONARY CONTAINERS FOR THE STORAGE OF ORGANIC LIQUIDS
- SCHEDULE D GASOLINE TRANSFER AT GASOLINE DISPENSING FACILITIES, BULK PLANTS AND TERMINALS
- SCHEDULE E SOLVENT EVAPORATING SOURCES
- SCHEDULE F MISCELLANEOUS SOURCES
- SCHEDULE H SEMICONDUCTOR AND RELATED OPERATIONS
- SCHEDULE I DRY CLEANERS
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- SCHEDULE K SOLID WASTE DISPOSAL SITES
- SCHEDULE L ASBESTOS OPERATIONS
- SCHEDULE M MAJOR STATIONARY SOURCE FEES
- SCHEDULE N TOXIC INVENTORY FEES
- SCHEDULE O DELETED May 19, 1999
- SCHEDULE P MAJOR FACILITY REVIEW FEES
- SCHEDULE Q DELETED June 5, 2024
- SCHEDULE R EQUIPMENT REGISTRATION FEES
- SCHEDULE S NATURALLY OCCURRING ASBESTOS OPERATIONS
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- SCHEDULE W REFINING EMISSIONS TRACKING FEES
- SCHEDULE X MAJOR STATIONARY SOURCE COMMUNITY AIR MONITORING FEES

REGULATION 3 FEES

(Adopted June 18, 1980)

3-100 GENERAL

3-101 Description: This regulation establishes the regulatory fees charged by the Air District.

(Amended 7/6/83, 11/2/83, 2/21/90, 12/16/92, 8/2/95, 12/2/98, 5/21/03, 5/21/08, 5/20/09, 6/19/13, 6/4/25)

3-102 Deleted July 12, 1989

3-103 Exemption, Abatement Devices: Installation, modification, or replacement of abatement devices on existing sources are subject to fees pursuant to Section 3-302.3. All abatement devices are exempt from annual permit renewal fees. However, emissions from abatement devices, including any secondary emissions, shall be included in facility-wide emissions calculations when determining the applicability of and the fees associated with Schedules M, N, P, and T.

(Amended 6/4/86; 7/1/98; 6/7/00; 5/21/08)

3-104 Deleted August 2, 1995

3-105 Exemption, Excavation of Contaminated Soil and Removal of Underground Storage Tank Operation Fees: Fees shall not be required, pursuant to Section 3-322, for operations associated with the excavation of contaminated soil and the removal of underground storage tanks if one of the following is met:

105.1 The tank removal operation is being conducted within a jurisdiction where the APCO has determined that a public authority has a program equivalent to the Air District program and persons conducting the operations have met all the requirements of the public authority.

105.2 Persons submitting a written notification for a given site have obtained an Authority to Construct or Permit to Operate in accordance with Regulation 2, Rule 1, Section 301 or 302. Evidence of the Authority to Construct or the Permit to Operate must be provided with any notification required by Regulation 8, Rule 40.

(Adopted 1/5/94; Amended 5/21/03, 6/4/25)

3-106 Deleted December 2, 1998

3-107 Exemption, Sources Exempt from Permit Requirements: Any source that is exempt from permit requirements pursuant to Regulation 2, Rule 1, Sections 103 through 128 is exempt from permit fees. However, emissions from exempt sources shall be included in facility-wide emissions calculations when determining the applicability of and the fees associated with Schedules M, N, and P.

(Adopted 6/7/00)

3-200 DEFINITIONS

3-201 Cancelled Application: Any application which has been withdrawn by the applicant or cancelled by the APCO for failure to pay fees or to provide the information requested to make an application complete.

(Amended 6/4/86, 4/6/88)

3-202 Gasoline Dispensing Facility: Any stationary facility which dispenses gasoline directly into the fuel tanks of vehicles, such as motor vehicles, aircraft or boats. The facility shall be treated as a single source which includes all necessary equipment for the exclusive use of the facility, such as nozzles, dispensers, pumps, vapor return lines, plumbing and storage tanks.

(Amended 2/20/85)

3-203 Filing Fee: A fixed administrative fee

(Amended 6/4/86, 6/7/23)

3-204 Initial Fee: The fee required based on the type and size of the source or an hourly rate of actual costs incurred by the Air District.

(Amended 6/4/86, 6/7/23, 6/4/25)

3-205 Authority to Construct: Written authorization from the APCO, pursuant to Section 2-1-301, for a source to be constructed or modified or for a source whose emissions will be reduced by the construction or modification of an abatement device.

- (Amended 6/4/86)*
- 3-206 Modification:** See Section 1-217 of Regulation 1.
- 3-207 Permit to Operate Fee:** The fee required for the annual renewal of a permit to operate or for the first year of operation (or prorated portion thereof) of a new or modified source which received an authority to construct.
- (Amended 6/4/86, 7/15/87, 12/2/98, 6/7/00)*
- 3-208 Deleted June 4, 1986**
- 3-209 Small Business:** A business with no more than 10 employees and gross annual income of no more than \$1,500,000 that is not an affiliate of a non-small business.
- (Amended 6/4/86, 6/6/90, 6/7/00, 6/15/05, 6/16/10, 6/4/25)*
- 3-210 Solvent Evaporating Source:** Any source utilizing organic solvent, as part of a process in which evaporation of the solvent is a necessary step. Such processes include, but are not limited to, solvent cleaning operations, painting and surface coating, rotogravure coating and printing, flexographic printing, adhesive laminating, etc. Manufacture or mixing of solvents or surface coatings is not included.
- (Amended 7/3/91)*
- 3-211 Source:** See Section 1-227 of Regulation 1.
- 3-212 Deleted August 2, 1995**
- 3-213 Major Stationary Source:** For the purpose of Schedule M, a major stationary source shall be any Air District permitted plant, building, structure, stationary facility or group of facilities under the same ownership, leasehold, or operator which, in the base calendar year, emitted to the atmosphere organic compounds, oxides of nitrogen (expressed as nitrogen dioxide), oxides of sulfur (expressed as sulfur dioxide), or PM₁₀ in an amount calculated by the APCO equal to or exceeding 50 tons per year.
- (Adopted 11/2/83; Amended 2/21/90, 6/6/90, 8/2/95, 6/7/00, 6/4/25)*
- 3-214 Deleted October 20, 1999, effective March 1, 2000**
- 3-215 Deleted October 20, 1999, effective March 1, 2000**
- 3-216 Deleted October 20, 1999, effective March 1, 2000**
- 3-217 Deleted October 20, 1999, effective March 1, 2000**
- 3-218 Deleted October 20, 1999, effective March 1, 2000**
- 3-219 Deleted October 20, 1999, effective March 1, 2000**
- 3-220 Deleted October 20, 1999, effective March 1, 2000**
- 3-221 Deleted October 20, 1999, effective March 1, 2000**
- 3-222 Deleted October 20, 1999, effective March 1, 2000**
- 3-223 Start-up Date:** Date when new or modified equipment under an authority to construct begins operating. The holder of an authority to construct is required to notify the APCO of this date at least 3 days in advance. For new sources, or modified sources whose authorities to construct have expired, operating fees are charged from the startup date.
- (Adopted 6/4/86; Amended 6/6/90)*
- 3-224 Permit to Operate:** Written authorization from the APCO pursuant to Section 2-1-302.
- (Adopted 6/4/86; Amended 6/7/00)*
- 3-225 Deleted June 3, 2015**
- 3-226 Air Toxics "Hot Spots" Information and Assessment Act of 1987:** The Air Toxics "Hot Spots" Information and Assessment Act of 1987 directs the California Air Resources Board and the Air Quality Management Districts to collect information from industry on emissions of potentially toxic air contaminants and to inform the public about such emissions and their impact on public health. It also directs the Air Quality Management District to collect fees sufficient to cover the necessary state and Air District costs of implementing the program.
- (Adopted 10/21/92; Amended 6/15/05, 6/4/25)*
- 3-227 Toxic Air Contaminant, or TAC:** An air pollutant that may cause or contribute to an increase in mortality or in serious illness or that may pose a present or potential hazard to human health. For the purposes of this rule, TACs consist of the substances listed in Table 2-5-1 of Regulation 2, Rule 5.
- (Adopted 10/21/92; Amended 6/15/05)*
- 3-228 Deleted December 2, 1998**
- 3-229 Deleted December 2, 1998**
- 3-230 Deleted December 2, 1998**

- 3-231 Deleted December 2, 1998
- 3-232 Deleted December 2, 1998
- 3-233 Deleted December 2, 1998
- 3-234 Deleted December 2, 1998
- 3-235 Deleted December 2, 1998
- 3-236 Deleted December 2, 1998
- 3-237 **PM₁₀**: See Section 2-1-229 of Regulation 2, Rule 1. (Adopted 6/7/00)
- 3-238 **Risk Assessment Fee**: Fee for a new or modified source of toxic air contaminants for which a health risk assessment (HRA) is required under Regulation 2-5-401, for an HRA required under Regulation 11, Rule 18, or for an HRA prepared for other purposes (e.g., for determination of permit exemption in accordance with Regulations 2-1-316, 2-5-301 and 2-5-302; or for determination of exemption from emission control requirements pursuant to Regulation 8-47-113 and 8-47-402). (Adopted 6/15/05; Amended 6/21/17)
- 3-239 **Toxic Surcharge**: Fee paid in addition to the permit to operate fee for a source that emits one or more toxic air contaminants at a rate which exceeds a chronic trigger level listed in Table 2-5-1. (Adopted 6/15/05)
- 3-240 **Biogenic Carbon Dioxide**: Carbon dioxide emissions resulting from materials that are derived from living cells, excluding fossil fuels, limestone and other materials that have been transformed by geological processes. Biogenic carbon dioxide originates from carbon (released in the form of emissions) that is present in materials that include, but are not limited to, wood, paper, vegetable oils, animal fat, and food, animal and yard waste. (Adopted 5/21/08)
- 3-241 **Green Business**: A business or government agency that has been certified under the Bay Area Green Business Program coordinated by the Association of Bay Area Governments and implemented by participating counties. (Adopted 6/19/10)
- 3-242 **Incident**: A non-routine release of an air contaminant that may cause adverse health consequences to the public or to emergency personnel responding to the release, or that may cause a public nuisance or off-site environmental damage. (Adopted 6/19/13)
- 3-243 **Incident Response**: The Air District's response to an incident. The Air District's incident response may include the following activities: i) inspection of the incident-emitting equipment and facility records associated with operation of the equipment; ii) identification and analysis of air quality impacts, including without limitation, identifying areas impacted by the incident, modeling, air monitoring, and source sampling; iii) engineering analysis of the specifications or operation of the equipment; and iv) administrative tasks associated with processing complaints and reports. (Adopted 6/19/13, Amended 6/4/25)
- 3-244 **Permit to Operate Renewal Date**: The first day of a Permit to Operate's Permit Renewal Period. (Adopted 6/19/13)
- 3-245 **Permit Renewal Period**: The length of time the source is authorized to operate pursuant to a Permit to Operate. (Adopted 6/19/13)
- 3-246 **Overburdened Community**: As defined in Regulation 2, Rule 1 (Adopted 6/15/22)
- 3-300 **STANDARDS**
- 3-301 **Hearing Board Fees**: Applicants for variances or appeals or those seeking to revoke or modify variances or abatement orders or to rehear a Hearing Board decision shall pay the applicable fees, including excess emission fees, set forth in Schedule A. (Amended 6/7/00)
- 3-302 **Fees for New and Modified Sources**: Applicants for authorities to construct and permits to operate new sources shall pay for each new source: a filing fee of \$669, the initial fee, the risk

assessment fee, the permit to operate fee, and toxic surcharge (given in Schedules B, C, D, E, F, H, I or K). Applicants for authorities to construct and permits to operate modified sources shall pay for each modified source, a filing fee of \$669, the initial fee, the risk assessment fee, and any incremental increase in permit to operate and toxic surcharge fees. Where more than one of the schedules is applicable to a source, the fee paid shall be the highest of the applicable schedules. If any person requests more than three HRA scenarios required pursuant to Regulation 2, Rule 5 in any single permit application, they shall pay an additional risk assessment fee for each of these scenarios. Except for gasoline dispensing facilities (Schedule D) and semiconductor facilities (Schedule H), the size to be used for a source when applying the schedules shall be the maximum size the source will have after the construction or modification. Where applicable, fees for new or modified sources shall be based on maximum permitted usage levels or maximum potential to emit including any secondary emissions from abatement equipment. The fee rate applied shall be based on the fee rate in force on the date the application is submitted.

302.1 **Small Business Discount:** If an applicant qualifies as a small business and the source falls under schedules B, C, D (excluding gasoline dispensing facilities), E, F, H, I or K, the filing fee, initial fee, and risk assessment fee shall be reduced by 50%. All other applicable fees shall be paid in full. If an applicant also qualifies for a Green Business Discount, only the Small Business Discount (i.e., the 50% discount) shall apply.

302.2 Deleted July 3, 1991

302.3 **Fees for Abatement Devices:** Applicants for an authority to construct and permit to operate abatement devices where there is no other modification to the source shall pay a \$669 filing fee and initial and risk assessment fees that are equivalent to 50% of the initial and risk assessment fees for the source being abated, not to exceed a total of \$13,952. For abatement devices abating more than one source, the initial fee shall be 50% of the initial fee for the source having the highest initial fee.

302.4 **Fees for Reactivated Sources:** Applicants for a Permit to Operate reactivated, previously permitted equipment shall pay the full filing, initial, risk assessment, permit, and toxic surcharge fees.

302.5 Deleted June 3, 2015

302.6 **Green Business Discount:** If an applicant qualifies as a green business, the filing fee, initial fee, and risk assessment fee shall be reduced by 10%. All other applicable fees shall be paid in full.

302.7 **Fee for applications in an Overburdened Community:** An applicant with a project that requires a Health Risk Assessment in an Overburdened Community shall pay a fee of \$1,000 in addition to any other permit application fees.

302.8 **Risk Assessment Fee:** When the Risk Assessment Fee (RAF) is required for more than one source, the first toxic air contaminant (TAC) source is the source with the highest calculated RAF.

(Amended 5/19/82, 7/6/83, 6/4/86, 7/15/87, 6/6/90, 7/3/91, 6/15/94, 10/8/97, 7/1/98, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24, 6/4/25)

3-303 Back Fees: An applicant required to obtain a permit to operate existing equipment in accordance with Air District regulations shall pay back fees equal to the permit to operate fees and toxic surcharges given in the appropriate Schedule (B, C, D, E, F, H, I or K) prorated from the effective date of permit requirements. Where more than one of these schedules is applicable to a source, the fee paid shall be the highest of the applicable schedules. The applicant shall also pay back fees equal to toxic inventory fees pursuant to Section 3-320 and Schedule N. The maximum back fee shall not exceed a total of five years' permit, toxic surcharge, and toxic inventory fees. An owner/operator required to register existing equipment in accordance with Air District regulations shall pay back fees equal to the annual renewal fee given in Schedule R prorated from the effective date of registration requirements, up to a maximum of five years.

(Amended 5/19/82, 7/6/83, 6/4/86, 7/15/87, 6/6/90, 7/3/91, 10/8/97, 6/15/05, 5/20/09)

3-304 Alteration: Except as provided below, an applicant to alter an existing permitted source shall pay the filing fee and 50% of the initial fee for the source, provided that the alteration does not result in an increase in emissions of any regulated air pollutant.

- 304.1 Schedule D Fees: Applicants for alteration to a gasoline dispensing facility subject to Schedule D shall pay a fee of 1.75 times the filing fee.
- 304.2 Schedule G Fees: Applicants for alteration to a permitted source subject to Schedule G-3, G-4, or G-5 shall pay the filing fee, 100% of the initial fee, and the risk assessment fee under Schedule G-2, if required. The applicant shall pay the permit renewal and the toxic surcharge fees applicable to the source under Schedules G-3, G-4, or G-5.

(Amended 6/4/86, 11/15/00, 6/2/04, 6/3/15, 6/15/16, 6/6/18, 6/5/19, 6/5/24)

3-305 Cancellation or Withdrawal: There will be no refund of the initial fee and filing fee if an application is cancelled or withdrawn. There will be no refund of the risk assessment fee if the risk assessment has been conducted prior to the application being cancelled or withdrawn. If an application for identical equipment for the same project is submitted within six months of the date of cancellation or withdrawal, the initial fee will be credited in full against the fee for the new application.

(Amended 7/6/83, 4/6/88, 10/8/97, 6/15/05, 6/21/17, 6/16/21)

3-306 Change in Conditions: If an applicant applies to change the conditions on an existing authority to construct or permit to operate, the applicant will pay the following fees. There will be no change in anniversary date.

- 306.1 Administrative Condition Changes: An applicant applying for an administrative change in permit conditions shall pay a fee equal to the filing fee for a single source, provided the following criteria are met:
- 1.1 The condition change applies to a single source or a group of sources with shared permit conditions.
 - 1.2 The condition change does not subject the source(s) to any Air District Regulations or requirements that were not previously applicable.
 - 1.3 The condition change does not result in any increase in emissions of POC, NPOC, NO_x, CO, SO₂, or PM₁₀ at any source or the emission of a toxic air contaminant above the trigger levels identified in Table 2-5-1
 - 1.4 The condition change does not require a public notice.
- 306.2 Other Permit Condition Changes: Applicant shall pay the filing, initial, and risk assessment fees required for new and modified equipment under Section 3-302. If the condition change will result in higher permit to operate fees, the applicant shall also pay any incremental increases in permit to operate fees and toxic surcharges.

(Amended 7/6/83, 6/4/86, 6/6/90, 10/8/97, 6/7/00, 6/15/05, 6/21/17, 6/7/23, 6/4/25)

3-307 Transfers: The owner/operator of record is the person to whom a permit is issued or, if no permit has yet been issued to a facility, the person who applied for a permit. Permits are valid only for the owner/operator of record. Upon submittal of a \$102 transfer of ownership fee, permits are re-issued to the new owner/operator of record with no change in expiration dates. For expired permits or registrations, the new owner/operator is responsible for all outstanding fees.

(Amended 2/20/85, 6/4/86, 11/5/86, 4/6/88, 10/8/97, 5/1/02, 5/21/03, 6/02/04, 6/19/13, 6/4/14, 6/15/16, 6/7/23)

3-308 Change of Location: An applicant who wishes to move an existing source, which has a permit to operate, shall pay no fee if the move is on the same facility. If the move is not on the same facility, the source shall be considered a new source and subject to Section 3-302. This section does not apply to portable permits meeting the requirements of Regulation 2-1-220 and 413.

(Amended 7/6/83; 6/4/86; 6/15/05)

3-309 Deleted June 21, 2017

3-310 Fee for Constructing Without a Permit: An applicant for an authority to construct and a permit to operate a source, which has been constructed or modified without an authority to construct, shall pay the following fees:

- 310.1 Sources subject to permit requirements on the date of initial operation shall pay fees for new construction pursuant to Section 3-302, any back fees pursuant to Section 3-303, and a late fee equal to 100% of the initial fee. A modified gasoline dispensing facility subject to Schedule D that is not required to pay an initial fee shall pay fees for a modified source pursuant to Section 3-302, back fees, and a late fee equal to 100% of the filing fee.
- 310.2 Sources previously exempt from permit requirements that lose their exemption due to changes in Air District, state, or federal regulations shall pay a permit to operate fee

- and toxic surcharge for the coming year and any back fees pursuant to Section 3-303.
- 310.3 Sources previously exempt from permit requirements that lose their exemption due to a change in the manner or mode of operation, such as an increased throughput, shall pay fees for new construction pursuant to Section 3-302. In addition, sources applying for permits after commencing operation in a non-exempt mode shall also pay a late fee equal to 100% of the initial fee and any back fees pursuant to Section 3-303.

- 310.4 Sources modified without a required authority to construct shall pay fees for modification pursuant to Section 3-302 and a late fee equal to 100% of the initial fee.

(Amended 7/6/83, 4/18/84, 6/4/86, 6/6/90, 7/3/91, 8/2/95, 10/8/97, 6/02/04, 6/15/05, 6/6/12, 6/4/25)

3-311

Emission Banking Fees: An applicant to bank emissions for future use, to convert an emission reduction credit (ERC), to change assigned conditions, to transfer ownership of an ERC, or to make any administrative changes shall pay the following fees:

- 311.1 Banking ERCs: An applicant to bank emissions for future use shall pay a filing fee of \$669 per source plus the initial fee given in Schedules B, C, D, E, F, H, I or K. Where more than one of these schedules is applicable to a source, the fee paid shall be the highest of the applicable schedules.
- 311.2 Converting Existing ERCs to Interchangeable Emission Reduction Credits (IERCs): An applicant to convert an existing ERC into an IERC shall pay a filing fee of \$669 per source plus the initial fee given in Schedules B, C, D, E, F, H, I or K. Where more than one of these schedules is applicable to a source, the fee paid shall be the highest of the applicable schedules.
- 311.3 Transferring ERC Ownership: An applicant to transfer an ERC it currently owns to another owner shall pay a filing fee of \$669.
- 311.4 Evaluation of Existing ERCs for PM_{2.5}: An applicant to evaluate an existing PM₁₀ ERC shall pay a filing fee of \$669 per source and an evaluation fee equivalent to the total actual and reasonable time incurred by Air District staff at the hourly rate of \$205 per hour not to exceed the initial fee given in Schedules B, C, D, E, F, H, I or K. Where more than one of these schedules is applicable to a source, the fee paid shall be the highest of the applicable schedules.
- 311.5 ERC Condition Change: An applicant to request a change in condition shall pay a filing fee of \$669 and an evaluation fee equivalent to the total actual and reasonable time incurred by Air District staff at the hourly rate of \$205 per hour not to exceed the initial fee given in Schedules B, C, D, E, F, H, I or K. Where more than one of these schedules is applicable to a source, the fee paid shall be the highest of the applicable schedules.

(Amended 7/6/83, 6/4/86, 7/15/87, 7/3/91, 6/15/94, 7/1/98, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/02/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24, 6/4/25)

3-312

Emission Caps and Alternative Compliance Plans: Any facility which elects to use an alternative compliance plan contained in:

- 312.1 Regulation 8 ("bubble") to comply with an Air District emission limitation or to use an annual or monthly emission limit to acquire a permit in accordance with the provisions of Regulation 2, Rule 2, shall pay an additional annual fee equal to fifteen percent of the total plant permit to operate fee.
- 312.2 Regulation 2, Rule 9, or Regulation 9, Rule 10 shall pay an annual fee of \$1,695 for each source included in the alternative compliance plan, not to exceed \$16,946.

(Adopted 5/19/82; Amended 6/4/86, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/23/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24, 6/4/25)

3-313

Deleted May 19, 1999

3-314

Deleted August 2, 1995

3-315

Costs of Environmental Documentation: An applicant for an Authority to Construct shall pay, in addition to the fees required under Section 3-302 and in any applicable schedule, the Air District's costs of performing any environmental evaluation and preparing and filing any documents pursuant to the California Environmental Quality Act (Public Resources Code, Section 21000, et seq), including the costs of any outside consulting assistance which the Air District may employ in connection with the preparation of any such evaluation or

documentation, as well as the Air District's reasonable internal costs (including overhead) of processing, reviewing, or filing any environmental evaluation or documentation.

(Adopted 12/18/85; Amended 5/1/02, 6/3/15, 6/4/25)

3-316 Deleted June 6, 1990

3-317 Asbestos Operation Fees: After July 1, 1988, persons submitting a written plan, as required by Regulation 11, Rule 2, Section 401, to conduct an asbestos operation shall pay the fee given in Schedule L.

(Adopted 7/6/88; Renumbered 9/7/88; Amended 8/2/95)

3-318 Public Notice Fee: An applicant for an authority to construct or permit to operate subject to the public notice requirements of Regulation 2-1-412 shall pay, in addition to the fees required under Section 3-302 and in any applicable schedule, a fee to cover the expense of preparing and distributing the public notices to the affected persons specified in Regulation 2-1-412 as follows:

318.1 A fee of \$2,272 per application, and

318.2 The Air District's cost exceeding \$2,272 of preparing and distributing the public notice.

318.3 The Air District shall refund to the applicant the portion of any fee paid under this Section that exceeds the Air District's cost of preparing and distributing the public notice.

(Adopted 11/1/89; Amended 10/8/97, 7/1/98, 5/19/99, 6/7/00, 5/21/03, 6/2/04, 6/16/10, 6/15/16, 6/21/17, 6/6/18, 6/4/25)

3-319 Major Stationary Source Fees: Any major stationary source emitting 50 tons per year of organic compounds, sulfur oxides, nitrogen oxides, or PM₁₀ shall pay a fee based on Schedule M. This fee is in addition to permit and other fees otherwise authorized to be collected from such facilities and shall be included as part of the annual permit renewal fees.

(Adopted 6/6/90; Amended 8/2/95, 6/7/00)

3-320 Toxic Inventory Fees: Any facility that emits one or more toxic air contaminants shall pay an annual fee based on Schedule N. This fee will be in addition to permit to operate, toxic surcharge, and other fees otherwise authorized to be collected from such facilities.

(Adopted 10/21/92; Amended 5/19/99, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/20/09, 6/16/10, 5/4/11, 6/15/16, 6/21/17, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24)

3-321 Deleted December 2, 1998

3-322 Deleted June 5, 2024

3-323 Pre-Certification Fees: An applicant seeking to pre-certify a source, in accordance with Regulation 2, Rule 1, Section 415, shall pay the filing fee, initial fee and permit to operate fee given in the appropriate schedule.

(Adopted 6/7/95)

3-324 Deleted June 7, 2000

3-325 Deleted December 2, 1998

3-326 Deleted December 2, 1998

3-327 Permit to Operate, Renewal Fees: After the expiration of the initial permit to operate, the permit to operate shall be renewed on an annual basis or other time period as approved by the APCO. The fee required for the renewal of a permit to operate is the permit to operate fee and toxic surcharge listed in Schedules B, C, D, E, F, H, I, and K, prorated for the period of coverage, pursuant to Section 3-207.

When more than one of the schedules is applicable to a source, the fee paid shall be the highest of the applicable schedules. Renewal fees are applicable to all sources required to obtain permits to operate in accordance with Air District regulations. Renewal fees shall include any applicable major stationary source fees based on Schedule M, toxic inventory fees based on Schedule N, major facility review fees based on Schedule P, greenhouse gas fees based on Schedule T, refining emissions tracking fees based on Schedule W, and community air monitoring fees based on Schedule X. Where applicable, renewal fees shall be based on the current usage or emission levels that have been reported to or calculated by the Air District.

327.1 **Renewal Processing Fee:** In addition, the facility shall also pay a processing fee at the time of renewal that covers each Permit Renewal Period as follows:

1.1 \$132 for facilities with one permitted source, including gasoline dispensing facilities,

1.2 \$261 for facilities with 2 to 5 permitted sources,

1.3 \$520 for facilities with 6 to 10 permitted sources,

- 1.4 \$781 for facilities with 11 to 15 permitted sources,
- 1.5 \$1,037 for facilities with 16 to 20 permitted sources,
- 1.6 \$1,296 for facilities with more than 20 permitted sources.

- 327.2 **Assembly Bill 617 Community Health Impact Fee:** An owner/operator of a permitted facility subject to Schedule P (Major Facility Review Fees) shall pay an Assembly Bill 617 community health impact fee of 5.7 percent of the facility's total renewal fee, up to a maximum fee of \$129,815 per year per facility owner.
- 327.3 **Criteria Pollutant and Toxic Emissions Reporting (CTR):** The owner/operator of a permitted facility shall pay a CTR fee of 4.4 percent of the facility's total renewal fee, up to a maximum fee of \$64,908 per year.
- 327.4 **Overburdened Community renewal fee:** The owner/operator of a permitted facility in an Overburdened Community shall pay a fee of 15 percent of the facility's total renewal fee, up to a maximum fee of \$282,207 per year.
- 327.5 **Shutdown sources:** There is no refund for sources that shutdown during the permit to operate period of coverage.

(Adopted 6/7/00; Amended 6/2/04, 6/16/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/3/20, 6/16/21, 11/3/21, 6/15/22, 6/7/23, 6/5/24, 6/4/25)

- 3-328 Fee for OEHA Risk Assessment Reviews:** Any facility that submits a health risk assessment to the Air District in accordance with Section 44361 of the California Health and Safety Code shall pay any fee requested by the State Office of Environmental Health Hazard Assessment (OEHA) for reimbursement of that agency's costs incurred in reviewing the risk assessment.

(Adopted 6/7/00, Amended 6/4/25)

- 3-329 Fees for New Source Review Health Risk Assessment:** Any person required to submit a health risk assessment (HRA) pursuant to Regulation 2-5-401 shall pay an appropriate Risk Assessment Fee pursuant to Regulation 3-302 and Schedules B, C, D, E, F, H, I or K. In addition, any person that requests that the Air District prepare or review an HRA (e.g., for determination of permit exemption in accordance with Regulations 2-1-316, 2-5-301 and 2-5-302; or for determination of exemption from emission control requirements pursuant to Regulation 8-47-113 and 8-47-402) shall pay a Risk Assessment Fee. A Risk Assessment Fee shall be assessed for each source that is proposed to emit a toxic air contaminant (TAC) at a rate that exceeds a trigger level in Table 2-5-1: Toxic Air Contaminant Trigger Levels. If a project requires an HRA due to total project emissions, but TAC emissions from each individual source are less than the Table 2-5-1 trigger levels, a Risk Assessment Fee shall be assessed for the source in the project with the highest TAC emissions.

(Adopted 6/15/05; Amended 6/21/17)

- 3-330 Fee for Renewing an Authority to Construct:** An applicant seeking to renew an authority to construct in accordance with Regulation 2-1-407 shall pay a fee of 50% of the initial fee in effect at the time of the renewal. If the Air District determines that an authority to construct cannot be renewed, any fees paid under this section shall be credited in full against the fee for a new authority to construct for functionally equivalent equipment submitted within six months of the date the original authority to construct expires.

- 330.1 **Expired Authority to Construct:** If an applicant does not notify the Air District with their intent to renew the Authority to Construct prior to its expiration, the applicant shall pay \$100 per application in addition to any other fees under this section if eligible to renew.

(Adopted 6/15/05; Amended 6/7/23, 6/5/24, 6/4/25)

- 3-331 Registration Fees:** Any person who is required to register equipment under Air District rules shall submit a registration fee, and any annual fee thereafter, as set out in Schedule R. There is no refund for registered equipment/operations that shutdown during the period of coverage.

(Adopted 6/6/07; Amended 6/16/10, 6/7/23, 6/5/24, 6/4/25)

- 3-332 Naturally Occurring Asbestos Fees:** After July 1, 2007, any person required to submit or amend an Asbestos Dust Mitigation Plan (ADMP) pursuant to Title 17 of the California Code of Regulations, Section 93105, Asbestos Air Toxic Control Measure for Construction, Grading, Quarrying, and Surface Mining Operations shall pay the fee(s) set out in Schedule S.

(Adopted 6/6/07; Amended 6/5/19)

- 3-333 Major Facility Review (MFR) and Synthetic Minor Application Fees:** Any facility that

applies for, or is required to undergo, an initial MFR permit, an amendment to an MFR permit, a minor or significant revision to an MFR permit, a reopening of an MFR permit, a renewal of an MFR permit, an initial synthetic minor operating permit, or a revision to a synthetic minor operating permit, shall pay the applicable fees set forth in Schedule P.

(Adopted 5/21/08)

- 3-334 Greenhouse Gas Fees:** Any permitted facility with greenhouse gas emissions shall pay a fee based on Schedule T. This fee is in addition to permit and other fees otherwise authorized to be collected from such facilities, and shall be included as part of the annual permit renewal fees.

(Adopted 5/21/08)

3-335 Deleted June 5, 2024

- 3-336 Open Burning Operation Fees:** Effective July 1, 2013, any person required to provide notification to the Air District prior to burning; submit a petition to conduct a Filmmaking or Public Exhibition fire; receive an acreage burning allocation to conduct a Stubble fire; or submit a smoke management plan and receive an acreage burning allocation to conduct a Wildland Vegetation Management (Prescribed Burning) fire or Marsh Management fire shall pay the fee given in Schedule V.

(Adopted 6/19/13; Amended 6/3/20, 6/4/25)

- 3-337 Exemption Fee:** An applicant who wishes to receive a certificate of exemption shall pay a filing fee of \$669 per exempt source.

(Adopted 6/19/13; Amended 6/4/14; 6/3/15, 6/21/17, 6/16/21, 6/15/22, 6/7/23, 6/4/25)

- 3-338 Incident Response Fee:** Any facility required to obtain a Air District permit, and any Air District-regulated area-wide or indirect source, that is the site where an incident occurs to which the Air District responds, shall pay a fee equal to the Air District's actual costs in conducting the incident response as defined in Section 3-243, including without limitation, the actual time and salaries, plus overhead, of the Air District staff involved in conducting the incident response and the cost of any materials.

(Adopted 6/19/13, Amended 6/4/25)

- 3-339 Refining Emissions Tracking Fees:** Any person required to submit an Annual Emissions Inventory, Monthly Crude Slate Report, or air monitoring plan in accordance with Regulation 12, Rule 15 shall pay the applicable fees set forth in Schedule W.

(Adopted 6/15/16, Amended 11/03/21)

- 3-340 Major Stationary Source Community Air Monitoring Fees:** Any major stationary source emitting 35 tons per year of organic compounds, sulfur oxides, nitrogen oxides, carbon monoxide or PM₁₀ shall pay a community air monitoring fee based on Schedule X. This fee is in addition to permit and other fees otherwise authorized to be collected from such facilities and shall be included as part of the annual permit renewal fees.

(Adopted 6/15/16)

- 3-341 Fee for Risk Reduction Plan:** Any person required to submit a Risk Reduction Plan in accordance with Regulation 11, Rule 18 shall pay the applicable fees set forth below:

- 341.1 \$2,054 for facilities with one source subject to risk reduction pursuant to Regulation 11, Rule 18, including gasoline dispensing facilities;
- 341.2 \$4,108 for facilities with 2 to 5 sources subject to risk reduction pursuant to Regulation 11, Rule 18;
- 341.3 \$8,214 for facilities with 6 to 10 sources subject to risk reduction pursuant to Regulation 11, Rule 18;
- 341.4 \$16,428 for facilities with 11 to 15 sources subject to risk reduction pursuant to Regulation 11, Rule 18;
- 341.5 \$32,857 for facilities with 16 to 20 sources subject to risk reduction pursuant to Regulation 11, Rule 18;
- 341.6 \$43,808 for facilities with more than 20 sources subject to risk reduction pursuant to Regulation 11, Rule 18.

(Adopted 6/21/17, Amended 6/5/19, 6/3/20, 6/16/21, 6/15/22, 6/7/23, 6/5/24, 6/4/25)

- 3-342 Fee for Facility-Wide Health Risk Assessment:** Any person required to undergo a health risk assessment (HRA) to assess compliance with the Regulation 11, Rule 18 risk action levels shall pay a risk assessment fee for each source pursuant to Regulation 3-329 and Schedules B, C, D, E, F, H, I or K. The maximum fee required for any single HRA of a facility conducted pursuant to Regulation 11, Rule 18 shall not exceed a total of \$205,351.

If a facility retains a Air District-approved consultant to complete the required facility-wide HRA, the facility shall pay a fee to cover the Air District's costs of performing the review of the facility-wide HRA, including the costs of any outside consulting assistance which the Air District may employ in connection with any such review, as well as the Air District's reasonable internal costs (including overhead) of processing, reviewing, or approving the facility-wide HRA. The total HRA review cost shall be determined based on the Air District's actual review time in hours multiplied by an hourly charge of \$281 per hour. Facilities shall pay an HRA review fee as indicated below and the Air District's cost exceeding the applicable HRA review fees indicated below for performing the review of the facility-wide HRA:

342.1 \$3,370 for facilities with one to 10 sources subject to risk reduction pursuant to Regulation 11, Rule 18, including gasoline dispensing facilities;

342.2 \$9,035 for facilities with 11 to 50 sources subject to risk reduction pursuant to Regulation 11, Rule 18;

342.3 \$19,167 for facilities with more than 50 sources subject to risk reduction pursuant to Regulation 11, Rule 18.

The Air District shall refund to the applicant the portion of any fee paid under this Section that exceeds the Air District's cost of performing the review of the facility-wide HRA.

(Adopted 6/21/17; Amended 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24, 6/4/25)

3-343 Fees for Air Dispersion Modeling: An applicant for an Authority to Construct or Permit to Operate shall pay, in addition to the fees required under Section 3-302 and 3-329 and in any applicable schedule, the Air District's costs of performing any air dispersion modeling needed to determine compliance with any Air District regulatory requirement. The total air dispersion modeling fee cost shall be determined based on the Air District's actual review time in hours multiplied by an hourly charge of \$281 per hour. This fee shall also apply for costs incurred in reviewing air dispersion modeling submittals by applicants and the costs of any outside consulting assistance which the Air District may employ in connection with the preparation of any such evaluation or documentation, as well as the Air District's reasonable internal costs (including overhead) of processing, reviewing, or approving the air dispersion modeling.

(Adopted 6/5/19; Amended 6/16/21, 6/15/22, 6/7/23, 6/5/24, 6/4/25)

3-344 Rounding: Each fee will be rounded to the nearest dollar.

(Adopted 6/15/22)

3-345 Evaluation of Plans, Regulation 6: For any plan required in any rule in Regulation 6, the requestor shall pay the following fees:

345.1 A filing fee of \$669; and

345.2 An initial fee equivalent to the total actual and reasonable time incurred by Air District staff at the hourly rate or prorated of \$205 per hour not to exceed the minimum initial fee(s) in the schedule for the applicable source(s).

(Adopted 6/7/23, 6/5/24, 6/4/25)

3-346 Request for a Petition, Regulation 8: For any petition required in any rule in Regulation 8, the requestor shall pay the following fees:

346.1 A filing fee of \$669; and

346.2 An initial fee equivalent to the total actual and reasonable time incurred by Air District staff at the hourly rate or prorated of \$205 per hour not to exceed the minimum initial fee in Schedule E.

(Adopted 6/7/23, 6/5/24, 6/4/25)

3-347 Evaluation of Reports, Organic Waste Recovery Sites: For the evaluation of any report not currently specified in Schedule K as required by federal, state or Air District rule, the owner/operator shall pay the following fees:

347.1 A filing fee of \$669; and

347.2 An initial fee equivalent to the total actual and reasonable time incurred by Air District staff at the hourly rate or prorated of \$205 per hour.

(Adopted 6/7/23, 6/5/24, 6/4/25)

3-400 ADMINISTRATIVE REQUIREMENTS

3-401 Permits: Definitions, standards, and conditions contained in Regulation 2, Permits, are applicable to this regulation.

- 3-402** **Single Anniversary Date:** The APCO may assign a single anniversary date to a facility on which all its renewable permits to operate expire and will require renewal. Fees will be prorated to compensate for different time periods resulting from change in anniversary date.
- 3-403** **Change in Operating Parameters:** See Section 2-1-404 of Regulation 2, Rule 1.
- 3-404** **Deleted June 7, 2000**
- 3-405** **Fees Not Paid:** If an applicant or owner/operator fails to pay the fees specified on the invoice by the due date, the following procedure(s) shall apply:
- 405.1 Authority to Construct: The application will be cancelled but can be reactivated upon payment of fees.
 - 405.2 New Permit to Operate: The Permit to Operate shall not be issued, and the facility will be notified that operation, including startup, is not authorized.
 - 2.1 Fees received during the first 30 days following the due date must include a late fee equal to 10 percent of all fees specified on the invoice.
 - 2.2 Fees received more than 30 days after the due date must include a late fee equal to 25 percent of all fees specified on the invoice.
 - 405.3 Renewal of Permit to Operate: The owner/operator of a facility must renew the Permit to Operate in order to continue to be authorized to operate the source. Permit to Operate Fees for the Permit Renewal Period shall be calculated using fee schedules in effect on the Permit to Operate Renewal Date. The permit renewal invoice will include all fees to be paid in order to renew the Permit to Operate, as specified in Section 3-327. If not renewed as of the date of the next Permit Renewal Period, a Permit to Operate lapses and further operation is no longer authorized. The Air District will notify the facility that the permit has lapsed. Reinstatement of lapsed Permits to Operate will require the payment of all unpaid prior Permit to Operate fees and associated reinstatement fees for each unpaid prior Permit Renewal Period, in addition to all fees specified on the permit renewal invoice.
 - 405.4 Reinstatement of Lapsed Permit to Operate: To reinstate a Permit to Operate, the owner/operator must pay all of the following fees:
 - 4.1 The applicable Permit to Operate Fees for the current year, as specified in Regulation 3-327, and the applicable reinstatement fee, if any, calculated as follows:
 - 4.1.1 Fees received during the first 30 days following the due date must include all fees specified on the permit renewal invoice plus a reinstatement fee equal to 10 percent of all fees specified on the invoice.
 - 4.1.2 Fees received more than 30 days after the due date, but less than one year after the due date, must include all fees specified on the permit renewal invoice plus a reinstatement fee equal to 25 percent of all fees specified on the invoice.
 - 4.2 The applicable Permit to Operate Fees specified in Regulation 3-327 for each prior Permit Renewal Period for which all Permit to Operate Fees and associated reinstatement fees have not been paid. Each year's Permit to Operate Fee shall be calculated at the fee rates in effect on that year's Permit to Operate Renewal Date. The reinstatement fee for each associated previously-unpaid Permit to Operate Fee shall be calculated in accordance with Regulation 3-405.4.1 and 4.1.2.
- Each year or period of the lapsed Permit to Operate is deemed a separate Permit Renewal Period. The oldest outstanding Permit to Operate Fee and reinstatement fees shall be paid first.
- 405.5 Registration and Other Fees: Persons who have not paid the fee by the invoice due date, shall pay the following late fee in addition to the original invoiced fee. Fees shall be calculated using fee schedules in effect at the time of the fees' original determination.
 - 5.1 Fees received during the first 30 days following the due date must include an additional late fee equal to 10 percent of all fees specified on the invoice.
 - 5.2 Fees received more than 30 days after the due date must include an additional late fee equal to 25 percent of all fees specified on the invoice.

(Amended 7/6/83, 6/4/86, 11/5/86, 2/15/89, 6/6/90, 7/3/91, 8/2/95, 12/2/98, 6/15/05, 6/7/06, 6/6/12, 6/19/13, 6/4/14,

- 3-406 Deleted June 4, 1986**
3-407 Deleted August 2, 1995
3-408 Permit to Operate Valid for 12 Months: A Permit to Operate is valid for 12 months from the date of issuance or other time period as approved by the APCO.
(Adopted 6/4/86; Amended 6/7/00)
- 3-409 Deleted June 7, 2000**
3-410 Deleted August 2, 1995
3-411 Advance Deposit of Funds: The APCO may require that at the time of the filing of an application for an Authority to Construct for a project for which the Air District is a lead agency under the California Environmental Quality Act (Public Resources Code, Section 21000, et seq.), the applicant shall make an advance deposit of funds, in an amount to be specified by the APCO, to cover the costs which the Air District estimates to incur in connection with the Air District's performance of its environmental evaluation and the preparation of any required environmental documentation. In the event the APCO requires such an estimated advance payment to be made, the applicant will be provided with a full accounting of the costs actually incurred by the Air District in connection with the Air District's performance of its environmental evaluation and the preparation of any required environmental documentation.
(Adopted 12/18/85; Amended 8/2/95, 6/4/25)
- 3-412 Deleted December 2, 1998**
3-413 Toxic "Hot Spots" Information and Assessment Act Revenues: The APCO shall transmit to the California Air Resources Board, for deposit into the Air Toxics "Hot Spots" Information and Assessment Fund, the revenues determined by the ARB to be the Air District's share of statewide Air Toxics "Hot Spot" Information and Assessment Act expenses.
(Adopted 10/21/92; Amended 6/7/23)
- 3-414 Deleted December 2, 1998**
3-415 Failure to Pay - Further Actions: When an applicant or owner/operator fails to pay the fees specified on the invoice by the due date, the APCO may take the following actions against the applicant or owner/operator:
 415.1 Issuance of a Notice to Comply.
 415.2 Issuance of a Notice of Violation.
 415.3 Revocation of an existing Permit to Operate. The APCO shall initiate proceedings to revoke permits to operate for any person who is delinquent for more than one month. The revocation process shall continue until payment in full is made or until permits are revoked.
 415.4 The withholding of any other Air District services as deemed appropriate until payment in full is made.
(Adopted 8/2/95; Amended 12/2/98, 6/15/05, 6/4/25)
- 3-416 Adjustment of Fees:** The APCO or designees may, upon finding administrative error by Air District staff in the calculation, imposition, noticing, invoicing, and/or collection of any fee set forth in this rule, rescind, reduce, increase, or modify the fee. A request for such relief from an administrative error, accompanied by a statement of why such relief should be granted, must be received within two years from the date of payment.
(Adopted 10/8/97, Amended 6/4/25)
- 3-417 Temporary Amnesty for Unpermitted and Unregistered Sources:** The APCO has the authority to declare an amnesty period, during which the Air District may waive all or part of the back fees and/or late fees for sources that are currently operating without valid Permits to Operate and/or equipment registrations.
(Adopted 6/16/10)
- 3-418 Temporary Incentive for Online or Electronic Transactions:** The APCO has the authority to declare an incentive period for transactions made using the online system or other electronic processes, during which the Air District may waive all or any part of the fees for these transactions.
(Adopted 6/6/18; Amended 6/7/23, 6/4/25)
- 3-419 Industry Compliance School:** The APCO may reduce fees by an amount deemed appropriate if the owner/operator of the source attends an Industry Compliance School sponsored by the Air District.

(Adopted 6/7/23, Amended 6/4/25)

**SCHEDULE A
HEARING BOARD FEES¹**

Established by the Board of Directors December 7, 1977 Resolution No. 1046
(Code section references are to the California Health & Safety Code, unless otherwise indicated)

		Large Companies	Small Business	Third Party
1.	For each application for variance exceeding 90 days, in accordance with §42350, including applications on behalf of a class of applicants, which meet the requirements of the Hearing Board Rules for a valid and proper class action for variance Plus, for each hearing in addition to the first hearing necessary to dispose of said variance application in accordance with §42350, the additional sum of	\$12,241 \$6,130	\$1,832 \$618	
2.	For each application for variance not exceeding 90 days, in accordance with §42350, including applications on behalf of a class of applicants, which meet the requirements of the Hearing Board Rules for a valid and proper class action for variance Plus, for each hearing in addition to the first hearing necessary to dispose of said variance application, in accordance with §42350, the additional sum of	\$7,350 \$3,670	\$1,832 \$618	
3.	For each application to modify a variance in accordance with §42356 ... Plus, for each hearing in addition to the first hearing on said application to modify a variance, in accordance with §42345, necessary to dispose of the application, the additional sum of	\$4,876 \$3,670	\$618 \$618	
4.	For each application to extend a variance, in accordance with §42357 .. Plus, for each hearing in addition to the first hearing on an application to extend a variance, in accordance with §42357, necessary to dispose of the application, the additional sum of	\$4,876 \$3,670	\$618 \$618	
5.	For each application to revoke a variance	\$7,350	\$618	
6.	For each application for approval of a Schedule of Increments of Progress in accordance with §41703	\$4,876	\$618	
7.	For each application for variance in accordance with §41703, which exceeds 90 days Plus, for each hearing in addition to the first hearing on said application for variance in accordance with §41703, the additional sum of	\$12,241 \$6,130	\$1,832 \$618	
8.	For each application for variance in accordance with §41703, not to exceed 90 days Plus, for each hearing in addition to the hearing on said application for a variance in accordance with §41703, the additional sum of	\$7,350 \$3,670	\$1,832 \$618	
9.	For each Appeal (Permit, Banking, Title V).....	\$12,241 per hearing day	\$6,130 per hearing day	\$6,130 for entire appeal period
10.	For each application for intervention in accordance with Hearing Board Rules §§2.3, 3.6 & 4.6	\$6,130	\$1,233	
11.	For each application to Modify or Terminate an abatement order	\$12,241 per hearing day	\$6,130 per hearing day	
12.	For each application for an interim variance in accordance with §42351	\$6,130	\$1,233	
13.	For each application for an emergency variance in accordance with §42359.5.....	\$3,056	\$618	

		Large Companies	Small Business	Third Party
14.	For each application to rehear a Hearing Board decision in accordance with §40861	100% of previous fee charged	100% of previous fee charged	
15.	Excess emission fees	See Attachment I	See Attachment I	
16.	Miscellaneous filing fee for any hearing not covered above	\$6,130	\$1,832	\$1,832
17.	For each published Notice of Public Hearing	Cost of Publication	\$0	\$0
18.	Court Reporter Fee (to be paid only if Court Reporter required for hearing)	Actual Appearance and Transcript costs per hearing solely dedicated to one Docket	\$0	Actual Appearan ce and Transcript costs per hearing solely dedicated to one Docket

NOTE 1 Any applicant who believes they have a hardship for payment of fees may request a fee waiver from the Hearing Board pursuant to Hearing Board Rules.

(Amended 10/8/97, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24, 6/4/25)

**SCHEDULE A
ATTACHMENT I
EXCESS EMISSION FEE**

A. General

- (1) Each applicant or petitioner for a variance from these Rules and Regulations shall pay to the Clerk or Deputy Clerk of the Hearing Board, in addition to the other filing fees required in Schedule A, an emission fee based on the total weight of emissions discharged, per source or product, other than those described in division (B) below, during the variance period in excess of that allowed by these rules in accordance with the schedule set forth in Table I.
- (2) Where the total weight of emission discharged cannot be easily calculated, the petitioner shall work in concert with Air District staff to establish the amount of excess emissions to be paid.
- (3) In the event that more than one rule limiting the discharge of the same contaminant is violated, the excess emission fee shall consist of the fee for violation which will result in the payment of the greatest sum. For the purposes of this subdivision, opacity rules and particulate mass emissions shall not be considered rules limiting the discharge of the same contaminant.

B. Excess Visible Emission Fee

Each applicant or petitioner for a variance from Regulation 6 or Health and Safety Code Section 41701 shall pay to the Clerk or Deputy Clerk of the Hearing Board, in addition to the filing fees required in Schedule A and the excess emission fees required in (A) above (if any), an emission fee based on the difference between the percent opacity allowed by Regulation 6 and the percent opacity of the emissions allowed from the source or sources operating under the variance, in accordance with the schedule set forth in Table II.

In the event that an applicant or petitioner is exempt from the provisions of Regulation 6, the applicant or petitioner shall pay a fee calculated as described herein above, but such fee shall be calculated based upon the difference between the opacity allowed under the variance and the opacity allowed under the provisions of Health and Safety Code Section 41701, in accordance with the schedule set forth in Table II.

C. Applicability

The provisions of subdivision (A) shall apply to all variances that generate excess emissions.

D. Fee Determination

- (1) The excess emission fees shall be calculated by the petitioner based upon the requested number of days of operation under variance multiplied by the expected excess emissions as set forth in subdivisions (A) and (B) above. The calculations and proposed fees shall be set forth in the petition.
- (2) The Hearing Board may adjust the excess emission fee required by subdivisions (A) and (B) of this rule based on evidence regarding emissions presented at the time of the hearing.

E. Small Businesses

- (1) A small business shall be assessed twenty percent (20%) of the fees required by subdivisions (A) and (B), whichever is applicable. "Small business" is defined in the Fee Regulation.
- (2) Request for exception as a small business shall be made by the petitioner under penalty of perjury on a declaration form provided by the Executive Officer which shall be submitted to the Clerk or Deputy Clerk of the Hearing Board at the time of filing a petition for variance.

F. Group, Class and Product Variance Fees

Each petitioner included in a petition for a group, class or product variance shall pay the filing fee specified in Schedule A, and the excess emission fees specified in subdivisions (A) and (B), whichever is applicable.

G. Adjustment of Fees

If after the term of a variance for which emission fees have been paid, petitioner can establish, to the satisfaction of the Executive Officer/APCO, that emissions were actually less than those upon which the fee was based, a pro rata refund shall be made.

H. Fee Payment/Variance Invalidation

- (1) Excess emission fees required by subdivisions (A) and (B), based on an estimate provided during the variance Hearing, are due and payable within fifteen (15) days of the granting of the variance. The petitioner shall be notified in writing of any adjustment to the amount of excess emission fees due, following Air District staff's verification of the estimated emissions. Fee payments to be made as a result of an adjustment are due and payable within fifteen (15) days of notification of the amount due.
- (2) Failure to pay the excess emission fees required by subdivisions (A) and (B) within fifteen (15) days of notification that a fee is due shall automatically invalidate the variance. Such notification may be given by personal service or by deposit, postpaid, in the United States mail and shall be due fifteen (15) days from the date of personal service or mailing. For the purpose of this rule, the fee payment shall be considered to be received by the Air District if it is postmarked by the United States Postal Service on or before the expiration date stated on the billing notice. If the expiration date falls on a Saturday, Sunday, or a state holiday, the fee payment may be postmarked on the next business day following the Saturday, Sunday, or the state holiday with the same effect as if it had been postmarked on the expiration date.

**TABLE I
SCHEDULE OF EXCESS EMISSIONS FEES**

Air Contaminants	All at \$10.19 per pound
Organic gases, except methane and those containing sulfur	
Carbon Monoxide	
Oxides of nitrogen (expressed as nitrogen dioxide)	
Gaseous sulfur compounds (expressed as sulfur dioxide)	
Particulate matter	
Toxic Air Contaminants	All at \$50.72 per pound
Arsenic (inorganic)	
Asbestos	
Benzene	
Beryllium	
1,3-Butadiene	
Cadmium	
Carbon tetrachloride	
Chlorinated dioxins and dibenzofurans (15 species)	
Diesel exhaust particulate matter	
1,4-Dioxane	
Ethylene dibromide	
Ethylene dichloride	
Ethylene oxide	
Formaldehyde	
Hexavalent chromium	
Lead	
Methylene chloride	
Nickel	
Perchloroethylene	
Polynuclear aromatic hydrocarbons (PAH)	
Trichloroethylene	
Vinyl chloride	

**TABLE II
SCHEDULE OF EXCESS VISIBLE EMISSION FEE**

For each source with opacity emissions in excess of twenty percent (20%), but less than forty percent (40%) (where the source is in violation of Regulation 6 and California Health and Safety Code Section 41701), the fee is calculated as follows:

$$\text{Fee} = (\text{Opacity}^* \text{ equivalent} - 20) \times \text{number of days allowed in variance} \times \$10.42$$

For each source with opacity emissions in excess of forty percent (40%) (where the source is in violation of Regulation 6 and California Health and Safety Code Section 41701), the fee is calculated as follows:

$$\text{Fee} = (\text{Opacity}^* \text{ equivalent} - 40) \times \text{number of days allowed by variance} \times \$10.42$$

- * Where "Opacity" equals maximum opacity of emissions in percent (not decimal equivalent) allowed by the variance. Where the emissions are darker than the degree of darkness equivalent to the allowed Ringelmann number, the percentage equivalent of the excess degree of darkness shall be used as "opacity."

(Adopted 6/7/00; Amended 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/7/23, 6/5/24, 6/4/25)

SCHEDULE B
COMBUSTION OF FUEL
(Adopted June 18, 1980)

For each source that burns fuel, which is not a flare and not exempted by Regulation 2, Rule 1, the fee shall be computed based on the maximum gross combustion capacity (expressed as higher heating value, HHV) of the source.

1. INITIAL FEE: \$107.28 per MM BTU/HOUR
 - a. The minimum fee per source is: \$573
 - b. The maximum fee per source is: \$200,137
2. RISK ASSESSMENT FEE (RAF), if required pursuant to Regulation 3-329 or 3-342.
 - a. RAF for first toxic air contaminant (TAC) source in application: \$669 plus \$107.28 per MM BTU/hr
 - b. Minimum RAF for first TAC source: \$1,379
 - c. RAF for each additional TAC source: \$107.28 per MM BTU/hr*
 - d. Minimum RAF per additional TAC source: \$573*
 - e. Maximum RAF per source is: \$200,137

* RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1
3. PERMIT TO OPERATE FEE: \$53.64 per MM BTU/HOUR
 - a. The minimum fee per source is: \$407
 - b. The maximum fee per source is: \$100,069
4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.
5. Applicants for an authority to construct and permit to operate a project, which burns municipal waste or refuse-derived fuel, shall pay in addition to all required fees, an additional fee to cover the costs incurred by OEHHA, and/or a qualified contractor designated by OEHHA, in reviewing a risk assessment as required under H&S Code Section 42315. The fee shall be transmitted by the Air District to OEHHA and/or the qualified contractor upon completion of the review and submission of comments in writing to the Air District.
6. A surcharge equal to 100% of all required initial and permit to operate fees shall be charged for sources permitted to burn one or more of the following fuels: coke, coal, wood, tires, black liquor, and municipal solid waste.

NOTE: MM BTU is million BTU of higher heat value
One MM BTU/HR = 1.06 gigajoules/HR

(Amended 6/5/85; 6/4/86, 3/4/87, 6/6/90, 7/3/91, 6/15/94, 10/8/97, 7/1/98, 7/1/98, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24, 6/4/25)

SCHEDULE C
STATIONARY CONTAINERS FOR THE STORAGE OF ORGANIC LIQUIDS
(Adopted June 18, 1980)

For each stationary container of organic liquids which is not exempted from permits by Regulation 2 and which is not part of a gasoline dispensing facility, the fee shall be computed based on the container volume, as follows:

1. INITIAL FEE: 0.185 cents per gallon
 - a. The minimum fee per source is: \$204
 - b. The maximum fee per source is: \$27,858
2. RISK ASSESSMENT FEE (RAF), if required pursuant to Regulation 3-329 or 3-342.
 - a. RAF for first toxic air contaminant (TAC) source in application: \$669 plus 0.185 cents per gallon
 - b. Minimum RAF for first TAC source: \$678
 - c. RAF for each additional TAC source: 0.185 cents per gallon *
 - d. Minimum RAF per additional TAC source: \$204 *
 - e. Maximum RAF per source is: \$27,858

* RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1
3. PERMIT TO OPERATE FEE: 0.093 cents per gallon
 - a. The minimum fee per source is: \$147
 - b. The maximum fee per source is: \$13,928
4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.

(Amended 2/20/85, 6/5/85, 6/4/86, 7/3/91, 6/15/94, 7/1/98, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/20/09, 6/16/10, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24, 6/4/25)

SCHEDULE D
GASOLINE TRANSFER AT GASOLINE DISPENSING FACILITIES,
BULK PLANTS AND TERMINALS
(Adopted June 18, 1980)

A. All gasoline dispensing facilities shall pay the following fees:

1. INITIAL FEE: \$378.10 per single product nozzle (spn)
\$378.10 per product for each multi-product nozzle (mpn)
2. PERMIT TO OPERATE FEE: \$144.82 per single product nozzle (spn)
\$144.82 per product for each multi-product nozzle (mpn)
3. Initial fees and permit to operate fees for hardware modifications at a currently permitted gasoline dispensing facility shall be consolidated into a single fee calculated according to the following formula:

$$\$522.91 \times \left\{ \frac{[(mpn_{\text{proposed}})(\text{products per nozzle}) + spn_{\text{proposed}}]}{[(mpn_{\text{existing}})(\text{products per nozzle}) + spn_{\text{existing}}]} \right\} -$$

mpn = multi-product nozzles
spn = single product nozzles

The above formula includes a toxic surcharge.

If the above formula yields zero or negative results, no initial fees or permit to operate fees shall be charged.

For the purposes of calculating the above fees, a fuel blended from two or more different grades shall be considered a separate product.

Other modifications to facilities' equipment, including but not limited to tank addition/replacement/conversion, vapor recovery piping replacement, moving or extending pump islands, will not be subject to initial fees or permit to operate fees.

4. RISK ASSESSMENT FEE (RAF) if required pursuant to Regulation 3-329 or 3-342 (including increases in permitted throughput for which a health risk assessment is required.) of:
 - a. \$4,064 per application for a new gas dispensing facility
 - b. \$1,022 per application for all other
 5. Nozzles used exclusively for the delivery of diesel fuel or other fuels exempt from permits shall pay no fee. Multi-product nozzles used to deliver both exempt and non-exempt fuels shall pay fees for the non-exempt products only.
- B. All bulk plants, terminals or other facilities using loading racks to transfer gasoline or gasohol into trucks, railcars or ships shall pay the following fees:
1. INITIAL FEE: \$4,966 per single product loading arm
\$4,966 per product for multi-product arms
 2. RISK ASSESSMENT FEE (RAF), if required pursuant to Regulation 3-329 or 3-342.
 - a. RAF for first toxic air contaminant (TAC) source in application: \$5,623
 - b. RAF for each additional TAC source: \$4,966 *

* RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1
 3. PERMIT TO OPERATE FEE: \$1,384 per single product loading arm
\$1,384 per product for multi-product arms
 4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.

C. Fees in (A) above are in lieu of tank fees. Fees in (B) above are in addition to tank fees.

(Amended 2/20/85, 6/5/85, 6/4/86, 7/3/91, 6/15/94, 10/8/97, 7/1/98, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24, 6/4/25)

SCHEDULE E
SOLVENT EVAPORATING SOURCES
(Adopted June 18, 1980)

For each solvent evaporating source, as defined in Section 3-210 except for dry cleaners, the fee shall be computed based on the net amount of organic solvent processed through the sources on an annual basis (or anticipated to be processed, for new sources) including solvent used for the cleaning of the sources.

1. INITIAL FEE:
 - a. The fee per source is: \$3,309 per 1,000 gallons
 - b. The minimum fee per source is: \$1,647
 - c. The maximum fee per source is: \$131,491
2. RISK ASSESSMENT FEE (RAF), if required pursuant to Regulation 3-329 or 3-342.
 - a. RAF for first toxic air contaminant (TAC) source in application: \$669 plus initial fee
 - b. Minimum RAF for first TAC source: \$2,714
 - c. RAF for each additional TAC source: equal to initial fee *
 - d. Minimum RAF per additional TAC source: \$1,647 *
 - e. Maximum RAF per source is: \$131,491

* RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1
3. PERMIT TO OPERATE FEE:
 - a. The fee per source is: \$1,647 per 1,000 gallons
 - b. The minimum fee per source is: \$1,188
 - c. The maximum fee per source is: \$65,740
4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.

(Amended 5/19/82, 10/17/84, 6/5/85, 6/4/86, 10/8/87, 7/3/91, 6/15/94, 7/1/98, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24, 6/4/25)

SCHEDULE F
MISCELLANEOUS SOURCES
(Adopted June 18, 1980)

For each source not governed by Schedules B, C, D, E, H or I, (except for those sources in the special classification lists, G-1 - G-5) the fees are:

1. INITIAL FEE: \$1,236
2. RISK ASSESSMENT FEE (RAF), if required pursuant to Regulation 3-329 or 3-342.
 - a. RAF for first (toxic air contaminant) TAC source in application: \$2,322
 - b. RAF for each additional TAC source: \$1,236*

* RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1
3. PERMIT TO OPERATE FEE: \$899
4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1. List of special classifications requiring graduated fees is shown in Schedules G-1, G-2, G-3, G-4, and G-5.

G-1 FEES FOR SCHEDULE G-1. For each source in a G-1 classification, fees are:

1. INITIAL FEE: \$10,041
2. RAF, if required pursuant to Regulation 3-329 or 3-342.
 - a. RAF for first TAC source in application: \$11,394
 - b. RAF for each additional TAC source: \$10,041*

* RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1
3. PERMIT TO OPERATE FEE: \$5,013
4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.

G-2 FEES FOR SCHEDULE G-2. For each source in a G-2 classification, fees are:

1. INITIAL FEE: \$13,255
2. RAF, if required pursuant to Regulation 3-329 or 3-342.
 - a. RAF for first TAC source in application: \$14,608
 - b. RAF for each additional TAC source: \$13,255*

* RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1
3. PERMIT TO OPERATE FEE: \$6,623
4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.

G-3 FEES FOR SCHEDULE G-3. For each source in a G-3 classification, fees are:

1. INITIAL FEE: \$69,949
2. RAF, if required pursuant to Regulation 3-329 or 3-342.
 - a. RAF for first TAC source in application: \$71,090
 - b. RAF for each additional TAC source: \$69,949 *

* RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1

3. PERMIT TO OPERATE FEE: \$34,968
4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.

G-4 FEES FOR SCHEDULE G-4. For each source in a G-4 classification, fees are:

1. INITIAL FEE: \$175,263
2. RAF, if required pursuant to Regulation 3-329 or 3-342.
 - a. RAF for first TAC source in application: \$176,616
 - b. RAF for each additional TAC source: \$175,263*

* RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1
3. PERMIT TO OPERATE FEE: \$87,627
4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.

G-5 FEES FOR SCHEDULE G-5. For each source in a G-5 classification, fees are:

1. INITIAL FEE: \$78,677
2. RAF is only applicable for new and modified sources of toxic air contaminants (TACs) for which a health risk assessment is required under Regulation 2-5-401.
 - a. RAF for first TAC source in application: \$79,379
 - b. RAF for each additional TAC source: \$78,677*

* RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1
3. PERMIT TO OPERATE FEE: \$39,338
4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.

(Amended 5/19/82, 6/5/85, 6/4/86, 6/6/90, 7/3/91, 6/15/94, 10/8/97, 7/1/98, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24, 6/4/25)

SCHEDULE G-1
(Adopted June 18, 1980)

Equipment or Process Description	Materials Processed or Produced
Asphalt Roofing Manufacturing – Asphalt Dipping	Asphalt Roofing or Related Materials
Calcining Kilns, excluding those processing cement, lime, or coke (see G-4 for cement, lime, or coke Calcining Kilns)	Any Materials except cement, lime, or coke
Chemical Manufacturing, Inorganic – Processing Units with a Capacity of 1,000 Gallons/Hour or more	Any Inorganic Materials
Chemical Manufacturing, Inorganic – Processing Units with a Capacity of 5 Tons/Hour or more	Any Inorganic Materials
Chemical Manufacturing, Inorganic – Reactors with a Capacity of 1,000 Gallons or more	Any Inorganic Materials
Chemical Manufacturing, Organic – Latex Dipping	Any latex materials
Chemical Manufacturing, Organic – Processing Units with a Capacity of 1,000 Gallons/Hour or more	Any Organic Materials
Chemical Manufacturing, Organic – Processing Units with a Capacity of 5 Tons/Hour or more	Any Organic Materials
Chemical Manufacturing, Organic – Reactors with a Capacity of 1,000 Gallons or more	Any Organic Materials
Compost Operations – Windrows, Static Piles, Aerated Static Piles, In-Vessel, or similar methods	Any waste materials such as yard waste, food waste, agricultural waste, mixed green waste, bio-solids, animal manures, etc.
Crushers	Any minerals or mineral products such as rock, aggregate, cement, concrete, or glass; waste products such as building or road construction debris; and any wood, wood waste, green waste; or similar materials
Electroplating Equipment	Hexavalent Decorative Chrome with permitted capacity greater than 500,000 amp-hours per year or Hard Chrome
Foil Manufacturing – Any Converting or Rolling Lines	Any Metal or Alloy Foils
Galvanizing Equipment	Any
Glass Manufacturing – Batching Processes including storage and weigh hoppers or bins, conveyors, and elevators	Any Dry Materials
Glass Manufacturing – Mixers	Any Dry Materials
Glass Manufacturing – Molten Glass Holding Tanks	Any molten glass
Grinders	Any minerals or mineral products such as rock, aggregate, cement, concrete, or glass; waste products such as building or road construction debris; and any wood, wood waste, green waste; or similar materials
Incinerators – Crematory	Human and/or animal remains
Incinerators – Flares	Any waste gases
Incinerators – Other (see G-2 for hazardous or municipal solid waste incinerators, see G-3 for medical or infectious waste incinerators)	Any Materials except hazardous wastes, municipal solid waste, medical or infectious waste
Incinerators – Pathological Waste (see G-3 for medical or infectious waste incinerators)	Pathological waste only

SCHEDULE G-1

Equipment or Process Description	Materials Processed or Produced
Loading and/or Unloading Operations – Bulk Plants and Bulk Terminals, excluding those loading gasoline or gasohol (see Schedule D for Bulk Plants and Terminals loading gasoline or gasohol)	Any Organic Materials except gasoline or gasohol
Refining – Alkylation Units	Any Hydrocarbons
Refining – Asphalt Oxidizers	Any Hydrocarbons
Refining – Benzene Saturation Units/Plants	Any Hydrocarbons
Refining – Catalytic Reforming Units	Any Hydrocarbons
Refining – Chemical Treating Units including alkane, naphthenic acid, and naptha merox treating, or similar processes	Any Hydrocarbons
Refining – Converting Units including Dimersol Plants, Hydrocarbon Splitters, or similar processes	Any Hydrocarbons
Refining – Distillation Units, excluding crude oil units with capacity > 1,000 barrels/hour (see G-3 for > 1,000 barrels/hour crude distillation units)	Any Hydrocarbons
Refining – Hydrogen Manufacturing	Hydrogen or Any Hydrocarbons
Refining – Hydrotreating or Hydrofining	Any Hydrocarbons
Refining – Isomerization	Any Hydrocarbons
Refining – MTBE Process Units/Plants	Any Hydrocarbons
Refining – Sludge Converter	Any Waste Materials
Refining – Solvent Extraction	Any Hydrocarbons
Refining – Sour Water Stripping	Any Process or Wastewater
Refining – Storage (enclosed)	Coke or Coke Products
Refining – Waste Gas Flares(not subject to Regulation 12, Rule 11)	Any Refining Gases
Refining – Miscellaneous Other Process Units	Any Hydrocarbons
Remediation Operations, Groundwater – Strippers	Contaminated Groundwater
Remediation Operations, Soil – Any Equipment (excluding sub-slab depressurization equipment)	Contaminated Soil
Spray Dryers	Any Materials
Sterilization Equipment	Ethylene Oxide
Wastewater Treatment, Industrial – Oil-Water Separators, excluding oil-water separators at refineries (see G-2 for Refining - Oil-Water Separators)	Wastewater from any industrial facilities except refineries
Wastewater Treatment, Industrial – Strippers including air strippers, nitrogen strippers, dissolved air flotation units, or similar equipment and excluding strippers at refineries (see G-2 for Refining – Strippers)	Wastewater from any industrial facilities except refineries
Wastewater Treatment, Industrial - Storage Ponds, excluding storage ponds at refineries (see G-2 for Refining – Storage Ponds)	Wastewater from any industrial facilities except refineries
Wastewater Treatment, Municipal – Preliminary Treatment	Municipal Wastewater
Wastewater Treatment, Municipal – Primary Treatment	Municipal Wastewater
Wastewater Treatment, Municipal – Digesters	Municipal Wastewater
Wastewater Treatment, Municipal – Sludge Handling Processes, excluding sludge incinerators (see G-2 for sludge incinerators)	Sewage Sludge

(Amended 6/4/86, 6/6/90, 5/19/99, 6/7/00, 6/2/04, 6/15/05, 6/6/18, 11/3/21)

SCHEDULE G-2
(Adopted June 6, 1990)

Equipment or Process Description	Materials Processed or Produced
Asphalt Roofing Manufacturing – Asphalt Blowing	Asphalt Roofing or Related Materials
Asphaltic Concrete Manufacturing – Aggregate Dryers	Any Dry Materials
Asphaltic Concrete Manufacturing – Batch Mixers	Any Asphaltic Concrete Products
Asphaltic Concrete Manufacturing – Drum Mixers	Any Asphaltic Concrete Products
Asphaltic Concrete Manufacturing – Other Mixers and/or Dryers	Any Dry Materials or Asphaltic Concrete Products
Concrete or Cement Batching Operations – Mixers	Any cement, concrete, or stone products or similar materials
Furnaces – Electric	Any Mineral or Mineral Product
Furnaces – Electric Induction	Any Mineral or Mineral Product
Furnaces – Glass Manufacturing	Soda Lime only
Furnaces – Reverberatory	Any Ores, Minerals, Metals, Alloys, or Related Materials
Incinerators – Hazardous Waste including any unit required to have a RCRA permit	Any Liquid or Solid Hazardous Wastes
Incinerators – Solid Waste, excluding units burning human/animal remains or pathological waste exclusively (see G-1 for Crematory and Pathological Waste Incinerators)	Any Solid Waste including Sewage Sludge (except human/animal remains or pathological waste)
Metal Rolling Lines, excluding foil rolling lines (see G-1 for Foil Rolling Lines)	Any Metals or Alloys
Metal Shredding (maximum capacity of less than or equal to 150 tons per hour)	Any Metals or Alloys
Refining – Stockpiles (open)	Coke or coke products only
Refining, Wastewater Treatment – Oil-Water Separators	Wastewater from refineries only
Refining, Wastewater Treatment – Strippers including air strippers, nitrogen strippers, dissolved air flotation units, or similar equipment	Wastewater from refineries only
Refining, Wastewater Treatment – Storage Ponds	Wastewater from refineries only
Pickling Lines or Tanks	Any Metals or Alloys
Sulfate Pulping Operations – All Units	Any
Sulfite Pulping Operations – All Units	Any

(Amended 6/7/00, 11/3/21, 6/7/23)

SCHEDULE G-3
(Adopted June 18, 1980)

Equipment or Process Description	Materials Processed or Produced
Furnaces – Electric Arc	Any Metals or Alloys
Furnaces – Electric Induction	Any Metals or Alloys
Incinerators – Medical Waste, excluding units burning pathological waste exclusively (see G-1 for Pathological Waste Incinerators)	Any Medical or Infectious Wastes
Loading and/or Unloading Operations – Marine Berths	Any Organic Materials
Metal Shredding (maximum capacity greater than 150 tons per hour)	Any Metals or Alloys
Refining – Cracking Units including hydrocrackers and excluding thermal or fluid catalytic crackers (see G-4 for Thermal Crackers and Catalytic Crackers)	Any Hydrocarbons
Refining – Distillation Units (crude oils) including any unit with a capacity greater than 1,000 barrels/hour (see G-1 for other distillation units)	Any Crude Oils
Phosphoric Acid Manufacturing – All Units (by any process)	Phosphoric Acid

(Amended 5/19/82; Amended and renumbered 6/6/90; Amended 6/7/00, 6/15/05, 5/2/07, 11/3/21, 6/7/23)

SCHEDULE G-4
(Adopted June 6, 1990)

Equipment or Process Description	Materials Processed or Produced
Acid Regeneration Units	Sulfuric or Hydrochloric Acid only
Annealing Lines (continuous only)	Metals and Alloys
Calcining Kilns (see G-1 for Calcining Kilns processing other materials)	Cement, Lime, or Coke only
Fluidized Bed Combustors	Solid Fuels only
Nitric Acid Manufacturing – Any Ammonia Oxidation Processes	Ammonia or Ammonia Compounds
Refining - Coking Units including fluid cokers, delayed cokers, flexicokers, and coke kilns	Coke and Coke Products
Refining - Cracking Units including fluid catalytic crackers and thermal crackers and excluding hydrocrackers (see G-3 for Hydrocracking Units)	Any Hydrocarbons
Refining - Sulfur Removal including any Claus process or any other process requiring caustic reactants	Any Refining Gas
Sulfuric Acid Manufacturing – Any Chamber or Contact Process	Any Solid, Liquid or Gaseous Fuels Containing Sulfur

(Amended 6/7/00, 11/3/21)

SCHEDULE G-5

Equipment or Process Description	Materials Processed or Produced
Refinery Flares (subject to Regulation 12, Rule 11)	Any Vent Gas (as defined in section 12-11-210 and section 12- 12-213)

(Adopted 5/2/07; Amended 11/3/21)

SCHEDULE H
SEMICONDUCTOR AND RELATED OPERATIONS
(Adopted May 19, 1982)

All of the equipment within a semiconductor fabrication area will be grouped together and considered one source. The fee shall be as indicated:

1. INITIAL FEE:

- a. The minimum fee per source is: \$1,436
- b. The maximum fee per source is: \$114,879

The initial fee includes fees for each type of operation listed in Parts 1c and 1d performed at the fabrication area. If the type of solvent operation is not listed in Parts 1c and 1d, then the minimum fee applies.

c. SOLVENT CLEANING OPERATIONS, such as usage of:

Solvent Sinks (as defined in Regulation 8-30-214);
Solvent Spray Stations (as defined in Regulation 8-30-221);
Solvent Vapor Stations (as defined in Regulation 8-30-222); and
Wipe Cleaning Operation (as defined in Regulation 8-30-225).

The fee is based on the gross throughput of organic solvent processed through the solvent cleaning operations on an annual basis (or anticipated to be processed, for new sources):

\$971 per 1,000 gallon

d. COATING OPERATIONS, such as application of:

Photoresist (as defined in Regulation 8-30-215); other wafer coating;
Solvent-Based Photoresist Developer (as defined in Regulation 8-30-219); and other
miscellaneous solvent usage.

The fee is based on the gross throughput of organic solvent processed through the coating operations on an annual basis (or anticipated to be processed, for new sources):

\$2,883 per 1,000 gallon

2. RISK ASSESSMENT FEE (RAF), if required pursuant to Regulation 3-329 or 3-342.

- a. RAF for first toxic air contaminant (TAC) source in application: \$669 plus initial fee
- b. Minimum RAF for first TAC source: \$2,497
- c. RAF for each additional TAC source: equal to initial fee *
- d. Minimum RAF per additional TAC source: \$1,436*
- e. Maximum RAF per source is: \$114,879

* RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1

3. PERMIT TO OPERATE FEE:

- a. The minimum fee per source is: \$1,038
- b. The maximum fee per source is: \$57,430

The permit to operate fee includes fees for each type of operation listed in Parts 3c and 3d performed at the fabrication area. If the type of solvent operation is not listed in Parts 3c and 3d, then the minimum fee applies.

c. SOLVENT CLEANING OPERATIONS, such as usage of:

Solvent Sinks (as defined in Regulation 8-30-214);
Solvent Spray Stations (as defined in Regulation 8-30-221);
Solvent Vapor Stations (as defined in Regulation 8-30-222); and
Wipe Cleaning Operation (as defined in Regulation 8-30-225).

The fee is based on the gross throughput of organic solvent processed through the solvent cleaning operations on an annual basis (or anticipated to be processed, for new sources):

\$488 per 1,000 gallon

d. COATING OPERATIONS, such as application of:

Photoresist (as defined in Regulation 8-30-215); other wafer coating;
Solvent-Based Photoresist Developer (as defined in Regulation 8-30-219); and other
miscellaneous solvent usage.

The fee is based on the gross throughput of organic solvent processed through the coating operations on an annual basis (or anticipated to be processed, for new sources):

\$1,436 per 1,000 gallon

4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.

(Amended 1/9/85, 6/5/85, 6/4/86, 7/3/91, 6/15/94, 10/8/97, 7/1/98, 5/19/99, 10/20/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24, 6/4/25)

SCHEDULE I
DRY CLEANERS
(Adopted July 6, 1983)

For permitted dry cleaners, the fee shall be computed based on each cleaning machine, except that machines with more than one drum shall be charged based on each drum, regardless of the type or quantity of solvent, as follows:

1. INITIAL FEE FOR A DRY CLEANING MACHINE (per drum):
 - a. If the washing or drying capacity is no more than 100 pounds: \$791
 - b. If the washing or drying capacity exceeds 100 pounds: \$791 plus
For that portion of the capacity exceeding 100 pounds: 23.00 per pound
2. RISK ASSESSMENT FEE (RAF), if required pursuant to Regulation 3-329 or 3-342.
 - a. RAF for first toxic air contaminant (TAC) source in application: \$669 plus initial fee
 - b. Minimum RAF for first TAC source: \$1,405
 - c. RAF for each additional TAC source: equal to initial fee*
 - d. Minimum RAF per additional TAC source: \$791*
 - * RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1
3. PERMIT TO OPERATE FEE FOR A DRY CLEANING MACHINE (per drum):
 - a. If the washing or drying capacity is no more than 100 pounds: \$577
 - b. If the washing or drying capacity exceeds 100 pounds: \$577 plus
For that portion of the capacity exceeding 100 pounds: \$11.68 per pound
4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.

(Amended 10/17/84, 6/5/85, 6/4/86, 7/3/91, 6/15/94, 10/8/97, 7/1/98, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/02/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/15/22, 6/7/23, 6/5/24, 6/4/25)

SCHEDULE K
SOLID WASTE DISPOSAL SITES
(Adopted July 15, 1987)

1. INITIAL FEE:
 - a. Landfill (Decomposition Process) \$11,682
 - b. Active Landfill (Waste and Cover Material Dumping Process) \$5,839
 - c. Active Landfill (Excavating, Bulldozing, and Compacting Processes) \$5,839
2. RISK ASSESSMENT FEE (RAF), if required pursuant to Regulation 3-329 or 3-342.
 - a. RAF for first toxic air contaminant (TAC) source in application: \$669 plus initial fee
 - b. RAF for each additional TAC source: equal to initial fee*

* RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1
3. PERMIT TO OPERATE FEE:
 - a. Landfill (Decomposition Process) \$5,839
 - b. Active Landfill (Waste and Cover Material Dumping Process) \$2,919
 - c. Active Landfill (Excavating, Bulldozing, and Compacting Processes) \$2,919
4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.
5. Evaluation of Reports and Questionnaires:
 - a. Evaluation of Solid Waste Air Assessment Test Report as required by Health & Safety Code Section 41805.5(g) \$6,437
 - b. Evaluation of Inactive Site Questionnaire as required by Health & Safety Code Section 41805.5(b) \$3,227
 - c. Evaluation of Solid Waste Air Assessment Test Report in conjunction with evaluation of Inactive Site Questionnaire as required by Health & Safety Code Section 41805.5(b) \$3,227
 - d. Evaluation of Initial or Amended Design Capacity Reports as required by Regulation 8, Rule 34, Section 405 \$2,374
 - e. Evaluation of Initial or Periodic NMOC Emission Rate Reports as required by Regulation 8, Rule 34, Sections 406 or 407 \$6,787
 - f. Evaluation of Closure Report as required by Regulation 8, Rule 34, Section 409 \$2,374
 - g. Evaluation of Annual Report as required by Regulation 8, Rule 34, Section 411 \$5,940
6. For the purposes of this fee schedule, landfill shall be considered active, if it has accepted solid waste for disposal at any time during the previous 12 months or has plans to accept solid waste for disposal during the next 12 months.
(Amended 7/3/91, 6/15/94, 10/8/97, 7/1/98, 5/19/99, 10/6/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24, 6/4/25)

SCHEDULE L
ASBESTOS OPERATIONS
(Adopted July 6, 1988)

1. Asbestos Operations conducted at single family dwellings are subject to the following fees:
 - a. OPERATION FEE: \$185 for amounts 100 to 500 square feet or linear feet.
 \$679 for amounts 501 square feet or linear feet to 1,000 square feet or linear feet.
 \$988 for amounts 1001 square feet or liner feet to 2,000 square feet or linear feet.
 \$1,358 for amounts greater than 2,000 square feet or linear feet.
 - b. Cancellation: \$90 of above amounts non-refundable for notification processing.
2. Asbestos Operations, other than those conducted at single family dwellings, are subject to the following fees:
 - a. OPERATION FEE: \$524 for amounts 100 to 159 square feet or 100 to 259 linear feet or 35 cubic feet
 \$754 for amounts 160 square feet or 260 linear feet to 500 square feet or linear feet or greater than 35 cubic feet.
 \$1,098 for amounts 501 square feet or linear feet to 1,000 square feet or linear feet.
 \$1,620 for amounts 1001 square feet or liner feet to 2,500 square feet or linear feet.
 \$2,309 for amounts 2501 square feet or linear feet to 5,000 square feet or linear feet.
 \$3,169 for amounts 5001 square feet or linear feet to 10,000 square feet or linear feet.
 \$4,031 for amounts greater than 10,000 square feet or linear feet.
 - b. Cancellation: \$248 of above amounts non-refundable for notification processing.
3. Demolitions (including zero asbestos demolitions) conducted at a single-family dwelling are subject to the following fee:
 - a. OPERATION FEE: \$90
 - b. Cancellation: \$90 (100% of fee) non-refundable, for notification processing.
4. Demolitions (including zero asbestos demolitions) other than those conducted at a single family dwelling are subject to the following fee:
 - a. OPERATION FEE: \$372
 - b. Cancellation: \$248 of above amount non-refundable for notification processing.
5. Asbestos operations with less than 10 days prior notice (excluding emergencies) are subject to the following additional fee:
 - a. OPERATION FEE: \$619
6. Asbestos demolition operations for the purpose of fire training are exempt from fees.

(Amended 9/5/90, 1/5/94, 8/20/97, 10/7/98, 7/19/00, 8/1/01, 6/5/02, 7/2/03, 6/2/04, 6/6/07, 5/21/08, 5/20/09, 6/16/10, 6/15/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/5/19)

SCHEDULE M
MAJOR STATIONARY SOURCE FEES
(Adopted June 6, 1990)

For each major stationary source emitting 50 tons per year or more of Organic Compounds, Sulfur Oxides, Nitrogen Oxides, and/or PM₁₀, the fee shall be based on the following:

- | | | |
|----|-------------------|------------------|
| 1. | Organic Compounds | \$164.07 per ton |
| 2. | Sulfur Oxides | \$164.07 per ton |
| 3. | Nitrogen Oxides | \$164.07 per ton |
| 4. | PM ₁₀ | \$164.07 per ton |

Emissions calculated by the APCO shall be based on the data reported for the most recent 12-month period prior to billing. In calculating the fee amount, emissions of Organic Compounds, Sulfur Oxides, Nitrogen Oxides, or PM₁₀, if occurring in an amount less than 50 tons per year, shall not be counted.

(Amended 7/3/91, 6/15/94, 7/1/98, 5/9/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24, 6/4/25)

SCHEDULE N
TOXIC INVENTORY FEES
(Adopted October 21, 1992)

For each stationary source emitting substances covered by California Health and Safety Code Section 44300 *et seq.*, the Air Toxics "Hot Spots" Information and Assessment Act of 1987, which have trigger levels listed in Table 2-5-1, a fee based on the weighted emissions of the facility shall be assessed based on the following formulas:

1. A fee of \$7.44 for each gasoline product dispensing nozzle in a Gasoline Dispensing Facility;
or
2. A fee calculated by multiplying the facility's weighted toxic inventory (w_i) by the following factor:

Air Toxic Inventory Fee Factor	\$1.13 per weighted pound per year
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Using the last reported data, the facility's weighted toxic inventory (w_i) is calculated as a sum of the individual TAC emissions multiplied by either the inhalation cancer potency factor for the TAC (see Regulation 2, Rule 5, Table 2-5-1, column 10) times 28.6 if the emission is a carcinogen, or by the reciprocal of the chronic inhalation reference exposure level for the TAC (see Regulation 2, Rule 5, Table 2-5-1, column 8) if the emission is not a carcinogen.

(Amended 12/15/93, 6/15/05, 5/2/07, 6/16/10, 5/4/11, 6/4/14, 6/3/15, 6/15/16, 6/6/18, 6/5/19, 6/3/20, 6/16/21, 6/15/22, 6/7/23)

SCHEDULE P
MAJOR FACILITY REVIEW FEES
(Adopted November 3, 1993)

1. MFR / SYNTHETIC MINOR ANNUAL FEES

Each facility, which is required to undergo major facility review in accordance with the requirements of Regulation 2, Rule 6, shall pay annual fees (1a and 1b below) for each source holding an Air District Permit to Operate. These fees shall be in addition to and shall be paid in conjunction with the annual renewal fees paid by the facility. However, these MFR permit fees shall not be included in the basis to calculate Alternative Emission Control Plan (bubble) or toxic air contaminant surcharges. If a major facility applies for and obtains a synthetic minor operating permit, the requirement to pay the fees in 1a and 1b shall terminate as of the date the APCO issues the synthetic minor operating permit.

- a. MFR SOURCE FEE\$1,504 per source
- b. MFR EMISSIONS FEE..... \$59.16 per ton of regulated air pollutants emitted

Each MFR facility and each synthetic minor facility shall pay an annual monitoring fee (1c below) for each pollutant measured by an Air District-approved continuous emission monitor or an Air District-approved parametric emission monitoring system.

- c. MFR/SYNTHETIC MINOR MONITORING FEE\$15,027 per monitor per pollutant

2. SYNTHETIC MINOR APPLICATION FEES

Each facility that applies for a synthetic minor operating permit or a revision to a synthetic minor operating permit shall pay application fees according to 2a and either 2b (for each source holding an Air District Permit to Operate) or 2c (for each source affected by the revision). If a major facility applies for a synthetic minor operating permit prior to the date on which it would become subject to the annual major facility review fee described above, the facility shall pay, in addition to the application fee, the equivalent of one year of annual fees for each source holding an Air District Permit to Operate.

- a. SYNTHETIC MINOR FILING FEE \$2,093 per application
- b. SYNTHETIC MINOR INITIAL PERMIT FEE\$1,504 per source
- c. SYNTHETIC MINOR REVISION FEE..... \$1,504 per source modified

3. MFR APPLICATION FEES

Each facility that applies for or is required to undergo: an initial MFR permit, an amendment to an MFR permit, a minor or significant revision to an MFR permit, a reopening of an MFR permit or a renewal of an MFR permit shall pay, with the application and in addition to any other fees required by this regulation, the MFR filing fee and any applicable fees listed in 3b-h below. The fees in 3b apply to each source in the initial permit. The fees in 3g apply to each source in the renewal permit, The fees in 3d-f apply to each source affected by the revision or reopening.

- a. MFR FILING FEE \$2,093 per application
- b. MFR INITIAL PERMIT FEE.....\$2,093 per source
- c. MFR ADMINISTRATIVE AMENDMENT FEE..... \$592 per application
- d. MFR MINOR REVISION FEE \$2,972 per source modified
- e. MFR SIGNIFICANT REVISION FEE \$5,540 per source modified
- f. MFR REOPENING FEE \$1,817 per source modified
- g. MFR RENEWAL FEE..... \$883 per source

Each facility that requests a permit shield or a revision to a permit shield under the provisions of Regulation 2, Rule 6 shall pay the following fee for each source (or group of sources, if the requirements for these sources are grouped together in a single table in the MFR permit) that is covered by the requested shield. This fee shall be paid in addition to any other applicable fees.

- h. MFR PERMIT SHIELD FEE \$3,129 per shielded source or group of sources

4. MFR PUBLIC NOTICE FEES

Each facility that is required to undergo a public notice related to any permit action pursuant to Regulation 2-6 shall pay the following fee upon receipt of an Air District invoice.

MFR PUBLIC NOTICE FEE Cost of Publication

5. MFR PUBLIC HEARING FEES

If a public hearing is required for any MFR permit action, the facility shall pay the following fees upon receipt of an Air District invoice.

a. MFR PUBLIC HEARING FEE Cost of Public Hearing not to exceed \$25,575

b. NOTICE OF PUBLIC HEARING FEE Cost of distributing Notice of Public Hearing

6. POTENTIAL TO EMIT DEMONSTRATION FEE

Each facility that makes a potential to emit demonstration under Regulation 2-6-312 in order to avoid the requirement for an MFR permit shall pay the following fee:

a. PTE DEMONSTRATION FEE \$358 per source, not to exceed \$35,158

(Amended 6/15/94, 10/8/97, 7/1/98, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24, 6/4/25)

**SCHEDULE R
EQUIPMENT REGISTRATION FEES**

1. Persons operating commercial cooking equipment who are required to register equipment as required by Air District rules are subject to the following fees:
 - a. Conveyorized Charbroiler REGISTRATION FEE: \$744 per facility
 - b. Conveyorized Charbroiler ANNUAL RENEWAL FEE: \$209 per facility
 - c. Under-fired Charbroiler REGISTRATION FEE: \$744 per facility
 - d. Under-fired Charbroiler ANNUAL RENEWAL FEE: \$209 per facility
2. Persons operating non-halogenated dry cleaning equipment who are required to register equipment as required by Air District rules are subject to the following fees:
 - a. Dry Cleaning Machine REGISTRATION FEE: \$371
 - b. Dry Cleaning Machine ANNUAL RENEWAL FEE: \$259
3. Persons operating diesel engines who are required to register equipment as required by Air District or State rules are subject to the following fees:
 - a. Diesel Engine REGISTRATION FEE: \$250
 - b. Diesel Engine ANNUAL RENEWAL FEE: \$166
 - c. Diesel Engine ALTERNATIVE COMPLIANCE PLAN FEE (for each plan submitted under Air District Regulation 11-17-402): \$250
4. Persons operating boilers, steam generators and process heaters who are required to register equipment by Air District Regulation 9-7-404 are subject to the following fees:
 - a. REGISTRATION FEE \$137 per device
 - b. ANNUAL RENEWAL FEE: \$115 per device
5. Persons owning or operating graphic arts operations who are required to register equipment by Air District Regulation 8-20-408 are subject to the following fees:
 - a. REGISTRATION FEE: \$446
 - b. ANNUAL RENEWAL FEE: \$278
6. Persons owning or operating mobile refinishing operations who are required to register by Air District Regulation 8-45-4 are subject to the following fees:
 - a. REGISTRATION FEE \$209
 - b. ANNUAL RENEWAL FEE \$123

(Adopted 7/6/07, Amended 12/5/07, 5/21/08, 7/30/08, 11/19/08, 12/3/08, 5/20/09, 6/16/10, 6/15/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/4/25)

SCHEDULE S
NATURALLY OCCURRING ASBESTOS OPERATIONS

1. ASBESTOS DUST MITIGATION PLAN INITIAL REVIEW AND AMENDMENT FEES:

Any person submitting an Asbestos Dust Mitigation Plan (ADMP) for initial review of a Naturally Occurring Asbestos (NOA) project shall pay the following fee (including NOA Discovery Notifications which would trigger an ADMP review): \$1,111,278

Any person submitting a request to amend an existing ADMP shall pay the following fee: \$569,654

2. AIR MONITORING PROCESSING FEE:

NOA projects requiring an Air Monitoring component as part of the ADMP approval are subject to the following fee in addition to the ADMP fee: \$8,5799,856

3. GEOLOGIC EVALUATION FEE:

Any person submitting a Geologic Evaluation for exemption from Section 93105 shall pay the following fee: \$4,2324,867

4. INSPECTION FEES:

a. The owner of any property for which an ADMP is required shall pay fees to cover the costs incurred by the Air District in conducting inspections to determine compliance with the ADMP on an ongoing basis. Inspection fees shall be invoiced by the Air District on a quarterly basis, and at the conclusion of dust generating activities covered under the ADMP, based on the actual time spent in conducting such inspections, and the following time and materials rate: \$213-219 per hour

b. The owner of any property for which Geologic Evaluation is required shall pay fees to cover the costs incurred by the Air District. Inspection fees shall be invoiced by the Air District, based on the actual time spent in conducting such inspections, and the following time and materials rate: \$213-219 per hour

(Adopted 6/6/07; Amended 5/21/08, 5/20/09, 6/16/10, 6/15/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24, X/X/XX)

SCHEDULE T GREENHOUSE GAS FEES

For each permitted facility emitting greenhouse gases, the fee shall be based on the following:

1. Carbon Dioxide Equivalent (CDE) Emissions \$0.174 per metric ton

Emissions calculated by the APCO shall be based on the data reported for the most recent 12-month period prior to billing. The annual emissions of each greenhouse gas (GHG) listed below shall be determined by the APCO for each permitted (i.e., non-exempt) source. For each emitted GHG, the CDE emissions shall be determined by multiplying the annual GHG emissions by the applicable Global Warming Potential (GWP) value. The GHG fee for each facility shall be based on the sum of the CDE emissions for all GHGs emitted by the facility, except that no fee shall be assessed for emissions of biogenic carbon dioxide.

Global Warming Potential Relative to Carbon Dioxide*

GHG	CAS Registry Number	GWP**
Carbon Dioxide	124-38-9	1
Methane	74-82-8	34
Nitrous Oxide	10024-97-2	298
Nitrogen Trifluoride	7783-54-2	17,885
Sulfur Hexafluoride	2551-62-4	26,087
HCFC-22	75-45-6	2,106
HCFC-123	306-83-2	96
HCFC-124	2837-89-0	635
HCFC-141b	1717-00-6	938
HCFC-142b	75-68-3	2,345
HCFC-225ca	422-56-0	155
HCFC-225cb	507-55-1	633
HFC-23	75-46-7	13,856
HFC-32	75-10-5	817
HFC-125	354-33-6	3,691
HFC-134a	811-97-2	1,549
HFC-143a	420-46-2	5,508
HFC-152a	75-37-6	167
HFC-227ea	431-89-0	3,860
HFC-236fa	690-39-1	8,998
HFC-245fa	460-73-1	1,032
HFC-365mfc	406-58-6	966
HFC-43-10-mee	138495-42-8	1,952
PFC-14	75-73-0	7,349
PFC-116	76-16-4	12,340
PFC-218	76-19-7	9,878
PFC-318	115-25-3	10,592

* Source: Myhre, G., et al., 2013: Anthropogenic and Natural Radiative Forcing (and Supplementary Material). In: Climate Change 2013: The Physical Science Basis. Contribution of Working Group I to the Fifth Assessment Report of the Intergovernmental Panel on Climate Change [Stocker, T.F., et al. (eds.)]. Cambridge University Press, Cambridge, United Kingdom and New York, NY, USA. Available from www.ipcc.ch.

** GWPs compare the integrated radiative forcing over a specified period (i.e. 100 years) from a unit mass pulse emission to compare the potential climate change associated with emissions of different GHGs. GWPs listed include climate-carbon feedbacks.

(Adopted 5/21/08; Amended 5/20/09, 6/16/10, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24)

SCHEDULE V OPEN BURNING

1. Any prior notification required by Regulation 5, Section 406 is subject to the following fee:

- a. OPERATION FEE: \$199
- b. The operation fee paid as part of providing notification to the Air District prior to burning will be determined for each property, as defined in Regulation 5, Section 217, and will be valid for one year from the fee payment date when a given fire is allowed, as specified in Regulation 5, Section 401 for the following fires:

Regulation 5 Section – Fire	Burn Period
401.1 - Disease and Pest	January 1 – December 31
401.2 - Crop Replacement ¹	October 1 – April 30
401.3 - Orchard Pruning and Attrition ²	November 1 – April 30
401.4 - Double Cropping Stubble	June 1 – August 31
401.6 - Hazardous Material ¹	January 1 – December 31
401.7 - Fire Training	January 1 – December 31
401.8 - Flood Debris	October 1 – May 31
401.9 - Irrigation Ditches	January 1 – December 31
401.10 - Flood Control	January 1 – December 31
401.11 - Range Management ¹	July 1 – April 30
401.12 - Forest Management ¹	November 1 – April 30
401.14 - Contraband	January 1 – December 31

¹ Any Forest Management fire, Range Management fire, Hazardous Material fire not related to Public Resources Code 4291, or any Crop Replacement fire for the purpose of establishing an agricultural crop on previously uncultivated land, that is expected to exceed 10 acres in size or burn piled vegetation cleared or generated from more than 10 acres is defined in Regulation 5, Section 213 as a type of Prescribed Burning and, as such, is subject to the Prescribed Burning operation fee in Section 3 below.

² Upon the determination of the APCO that heavy winter rainfall has prevented this type of burning, the burn period may be extended to no later than June 30.

- c. Any person who provided notification required under Regulation 5, Section 406, who seeks to burn an amount of material greater than the amount listed in that initial notification, shall provide a subsequent notification to the Air District under Regulation 5, Section 406 and shall pay an additional open burning operation fee prior to burning.
2. Any Marsh Management fire conducted pursuant to Regulation 5, Section 401.13 is subject to the following fee, which will be determined for each property by the proposed acreage to be burned:
 - a. OPERATION FEE: ~~\$824,944~~ for 50 acres or less
~~\$1,417,285~~
 for more than 50 acres but less than or equal to 150 acres
~~\$1,408,619~~ for more than 150 acres
 - b. The operation fee paid for a Marsh Management fire will be valid for a Fall or Spring burning period, as specified in Regulation 5, Subsection 401.13. Any burning subsequent to either of these time periods shall be subject to an additional open burning operation fee.
 3. Any Wildland Vegetation Management fire (Prescribed Burning) conducted pursuant to Regulation 5, Section 401.15 is subject to the following fee, which will be determined for each prescribed burning project by the proposed acreage to be burned:
 - a. OPERATION FEE: \$796 for 50 acres or less
 \$1,079 for more than 50 acres but less than or equal to 150 acres

\$1,404 for more than 150 acres

- b. The operation fee paid for a prescribed burn project will be valid for the burn project approval period, as determined by the Air District. Any burning subsequent to this time period shall be subject to an additional open burning operation fee.
- 4. Any Filmmaking fire conducted pursuant to Regulation 5, Section 401.16 and any Public Exhibition fire conducted pursuant to Regulation 5, Section 401.17 is subject to the following fee:
 - a. OPERATION FEE: \$1,029
 - b. The operation fee paid for a Filmmaking or Public Exhibition fire will be valid for the burn project approval period, as determined by the Air District. Any burning subsequent to this time period shall be subject to an additional open burning operation fee.
- 5. Any Stubble fire conducted pursuant to Regulation 5, Section 401.5 that requires a person to receive an acreage burning allocation prior to ignition is subject to the following fee, which will be determined for each property by the proposed acreage to be burned:
 - a. OPERATION FEE: \$509 for 25 acres or less
\$714 for more than 25 acres but less than or equal to 75 acres
\$867 for more than 75 acres but less than or equal to 150 acres
\$1,021 for more than 150 acres
 - b. The operation fee paid for a Stubble fire will be valid for one burn period, which is the time period beginning September 1 and ending December 31, each calendar year. Any burning subsequent to this time period shall be subject to an additional open burning operation fee.
- 6. All fees paid pursuant to Schedule V are non-refundable.
- 7. All fees required pursuant to Schedule V must be paid before conducting a fire.

(Adopted 6/1913; Amended 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/3/20, 6/16/21, 6/15/22, 6/7/23, 6/5/24, ~~X/X/XX~~)

SCHEDULE W
REFINING EMISSIONS TRACKING FEES

1. ANNUAL EMISSIONS INVENTORIES:

Any Refinery owner/operator required to submit an Annual Emissions Inventory Report in accordance with Regulation 12, Rule 15, Section 401 shall pay the following fees:

- | | |
|--------------------------------------|-----------|
| a. Initial submittal: | \$118,388 |
| b. Each subsequent annual submittal: | \$59,195 |

Any Support Facility owner/operator required to submit an Annual Emissions Inventory Report in accordance with Regulation 12, Rule 15, Section 401 shall pay the following fees:

- | | |
|--------------------------------------|---------|
| a. Initial submittal: | \$7,237 |
| b. Each subsequent annual submittal: | \$3,618 |

2. AIR MONITORING PLANS:

Any person required to submit an air monitoring plan in accordance with Regulation 12, Rule 15, Section 403 shall pay a one-time fee of \$16,443.

(Adopted 6/15/16; Amended 6/5/19, 6/16/21, 11/3/21, 6/15/22, 6/7/23, 6/5/24, 6/4/25)

SCHEDULE X
MAJOR STATIONARY SOURCE COMMUNITY AIR MONITORING FEES

For each major stationary source, emitting 35 tons per year or more of Organic Compounds, Sulfur Oxides, Nitrogen Oxides, Carbon Monoxide and/or PM₁₀ within the vicinity of an Air District proposed community air monitoring location, the fee shall be based on the following:

1.	Organic Compounds	\$60.61 per ton
2.	Sulfur Oxides	\$60.61 per ton
3.	Nitrogen Oxides	\$60.61 per ton
4.	Carbon Monoxide	\$60.61 per ton
5.	PM ₁₀	\$60.61 per ton

Emissions calculated by the APCO shall be based on the data reported for the most recent 12-month period prior to billing. In calculating the fee amount, emissions of Organic Compounds, Sulfur Oxides, Nitrogen Oxides, Carbon Monoxide, or PM₁₀, if occurring in an amount less than 35 tons per year, shall not be counted.

(Adopted: 6/15/16; Amended: 6/21/17, 6/4/25)

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Bay Area Air Quality Management District

TBD

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REGULATION 3 FEES

(Adopted June 18, 1980)

3-100 GENERAL

3-101 Description: This regulation establishes the regulatory fees charged by the Air District.
(Amended 7/6/83, 11/2/83, 2/21/90, 12/16/92, 8/2/95, 12/2/98, 5/21/03, 5/21/08, 5/20/09, 6/19/13, X/X/XX)

3-102 Deleted July 12, 1989

3-103 Exemption, Abatement Devices: Installation, modification, or replacement of abatement devices on existing sources are subject to fees pursuant to Section 3-302.3. All abatement devices are exempt from annual permit renewal fees. However, emissions from abatement devices, including any secondary emissions, shall be included in facility-wide emissions calculations when determining the applicability of and the fees associated with Schedules M, N, P, and T.

(Amended 6/4/86; 7/1/98; 6/7/00; 5/21/08)

3-104 Deleted August 2, 1995

3-105 Exemption, Excavation of Contaminated Soil and Removal of Underground Storage Tank Operation Fees: Fees shall not be required, pursuant to Section 3-322, for operations associated with the excavation of contaminated soil and the removal of underground storage tanks if one of the following is met:

105.1 The tank removal operation is being conducted within a jurisdiction where the APCO has determined that a public authority has a program equivalent to the Air District program and persons conducting the operations have met all the requirements of the public authority.

105.2 Persons submitting a written notification for a given site have obtained an Authority to Construct or Permit to Operate in accordance with Regulation 2, Rule 1, Section 301 or 302. Evidence of the Authority to Construct or the Permit to Operate must be provided with any notification required by Regulation 8, Rule 40.

(Adopted 1/5/94; Amended 5/21/03, X/X/XX)

3-106 Deleted December 2, 1998

3-107 Exemption, Sources Exempt from Permit Requirements: Any source that is exempt from permit requirements pursuant to Regulation 2, Rule 1, Sections 103 through 128 is exempt from permit fees. However, emissions from exempt sources shall be included in facility-wide emissions calculations when determining the applicability of and the fees associated with Schedules M, N, and P.

(Adopted 6/7/00)

3-200 DEFINITIONS

3-201 Cancelled Application: Any application which has been withdrawn by the applicant or cancelled by the APCO for failure to pay fees or to provide the information requested to make an application complete.

(Amended 6/4/86, 4/6/88)

3-202 Gasoline Dispensing Facility: Any stationary facility which dispenses gasoline directly into the fuel tanks of vehicles, such as motor vehicles, aircraft or boats. The facility shall be treated as a single source which includes all necessary equipment for the exclusive use of the facility, such as nozzles, dispensers, pumps, vapor return lines, plumbing and storage tanks.

(Amended 2/20/85)

3-203 Filing Fee: A fixed administrative fee

(Amended 6/4/86, 6/7/23)

3-204 Initial Fee: The fee required based on the type and size of the source or an hourly rate of actual costs incurred by the Air District.

(Amended 6/4/86, 6/7/23, X/X/XX)

3-205 Authority to Construct: Written authorization from the APCO, pursuant to Section 2-1-301, for a source to be constructed or modified or for a source whose emissions will be reduced by the construction or modification of an abatement device.

- (Amended 6/4/86)*
- 3-206 Modification:** See Section 1-217 of Regulation 1.
- 3-207 Permit to Operate Fee:** The fee required for the annual renewal of a permit to operate or for the first year of operation (or prorated portion thereof) of a new or modified source which received an authority to construct.
(Amended 6/4/86, 7/15/87, 12/2/98, 6/7/00)
- 3-208 Deleted June 4, 1986**
- 3-209 Small Business:** A business with no more than 10 employees and gross annual income of no more than \$1,500,000 that is not an affiliate of a non-small business.
(Amended 6/4/86, 6/6/90, 6/7/00, 6/15/05, 6/16/10, X/X/XX)
- 3-210 Solvent Evaporating Source:** Any source utilizing organic solvent, as part of a process in which evaporation of the solvent is a necessary step. Such processes include, but are not limited to, solvent cleaning operations, painting and surface coating, rotogravure coating and printing, flexographic printing, adhesive laminating, etc. Manufacture or mixing of solvents or surface coatings is not included.
(Amended 7/3/91)
- 3-211 Source:** See Section 1-227 of Regulation 1.
- 3-212 Deleted August 2, 1995**
- 3-213 Major Stationary Source:** For the purpose of Schedule M, a major stationary source shall be any Air District permitted plant, building, structure, stationary facility or group of facilities under the same ownership, leasehold, or operator which, in the base calendar year, emitted to the atmosphere organic compounds, oxides of nitrogen (expressed as nitrogen dioxide), oxides of sulfur (expressed as sulfur dioxide), or PM₁₀ in an amount calculated by the APCO equal to or exceeding 50 tons per year.
(Adopted 11/2/83; Amended 2/21/90, 6/6/90, 8/2/95, 6/7/00, X/X/XX)
- 3-214 Deleted October 20, 1999, effective March 1, 2000**
- 3-215 Deleted October 20, 1999, effective March 1, 2000**
- 3-216 Deleted October 20, 1999, effective March 1, 2000**
- 3-217 Deleted October 20, 1999, effective March 1, 2000**
- 3-218 Deleted October 20, 1999, effective March 1, 2000**
- 3-219 Deleted October 20, 1999, effective March 1, 2000**
- 3-220 Deleted October 20, 1999, effective March 1, 2000**
- 3-221 Deleted October 20, 1999, effective March 1, 2000**
- 3-222 Deleted October 20, 1999, effective March 1, 2000**
- 3-223 Start-up Date:** Date when new or modified equipment under an authority to construct begins operating. The holder of an authority to construct is required to notify the APCO of this date at least 3 days in advance. For new sources, or modified sources whose authorities to construct have expired, operating fees are charged from the startup date.
(Adopted 6/4/86; Amended 6/6/90)
- 3-224 Permit to Operate:** Written authorization from the APCO pursuant to Section 2-1-302.
(Adopted 6/4/86; Amended 6/7/00)
- 3-225 Deleted June 3, 2015**
- 3-226 Air Toxics "Hot Spots" Information and Assessment Act of 1987:** The Air Toxics "Hot Spots" Information and Assessment Act of 1987 directs the California Air Resources Board and the Air Quality Management Districts to collect information from industry on emissions of potentially toxic air contaminants and to inform the public about such emissions and their impact on public health. It also directs the Air Quality Management District to collect fees sufficient to cover the necessary state and Air District costs of implementing the program.
(Adopted 10/21/92; Amended 6/15/05, X/X/XX)
- 3-227 Toxic Air Contaminant, or TAC:** An air pollutant that may cause or contribute to an increase in mortality or in serious illness or that may pose a present or potential hazard to human health. For the purposes of this rule, TACs consist of the substances listed in Table 2-5-1 of Regulation 2, Rule 5.
(Adopted 10/21/92; Amended 6/15/05)
- 3-228 Deleted December 2, 1998**
- 3-229 Deleted December 2, 1998**
- 3-230 Deleted December 2, 1998**

- 3-231 Deleted December 2, 1998
- 3-232 Deleted December 2, 1998
- 3-233 Deleted December 2, 1998
- 3-234 Deleted December 2, 1998
- 3-235 Deleted December 2, 1998
- 3-236 Deleted December 2, 1998
- 3-237 **PM₁₀:** See Section 2-1-229 of Regulation 2, Rule 1. *(Adopted 6/7/00)*
- 3-238 **Risk Assessment Fee:** Fee for a new or modified source of toxic air contaminants for which a health risk assessment (HRA) is required under Regulation 2-5-401, for an HRA required under Regulation 11, Rule 18, or for an HRA prepared for other purposes (e.g., for determination of permit exemption in accordance with Regulations 2-1-316, 2-5-301 and 2-5-302; or for determination of exemption from emission control requirements pursuant to Regulation 8-47-113 and 8-47-402). *(Adopted 6/15/05; Amended 6/21/17)*
- 3-239 **Toxic Surcharge:** Fee paid in addition to the permit to operate fee for a source that emits one or more toxic air contaminants at a rate which exceeds a chronic trigger level listed in Table 2-5-1. *(Adopted 6/15/05)*
- 3-240 **Biogenic Carbon Dioxide:** Carbon dioxide emissions resulting from materials that are derived from living cells, excluding fossil fuels, limestone and other materials that have been transformed by geological processes. Biogenic carbon dioxide originates from carbon (released in the form of emissions) that is present in materials that include, but are not limited to, wood, paper, vegetable oils, animal fat, and food, animal and yard waste. *(Adopted 5/21/08)*
- 3-241 **Green Business:** A business or government agency that has been certified under the Bay Area Green Business Program coordinated by the Association of Bay Area Governments and implemented by participating counties. *(Adopted 6/19/10)*
- 3-242 **Incident:** A non-routine release of an air contaminant that may cause adverse health consequences to the public or to emergency personnel responding to the release, or that may cause a public nuisance or off-site environmental damage. *(Adopted 6/19/13)*
- 3-243 **Incident Response:** The Air District's response to an incident. The Air District's incident response may include the following activities: i) inspection of the incident-emitting equipment and facility records associated with operation of the equipment; ii) identification and analysis of air quality impacts, including without limitation, identifying areas impacted by the incident, modeling, air monitoring, and source sampling; iii) engineering analysis of the specifications or operation of the equipment; and iv) administrative tasks associated with processing complaints and reports. *(Adopted 6/19/13, Amended X/X/XX)*
- 3-244 **Permit to Operate Renewal Date:** The first day of a Permit to Operate's Permit Renewal Period. *(Adopted 6/19/13)*
- 3-245 **Permit Renewal Period:** The length of time the source is authorized to operate pursuant to a Permit to Operate. *(Adopted 6/19/13)*
- 3-246 **Overburdened Community:** As defined in Regulation 2, Rule 1 *(Adopted 6/15/22)*
- 3-300 **STANDARDS**
- 3-301 **Hearing Board Fees:** Applicants for variances or appeals or those seeking to revoke or modify variances or abatement orders or to rehear a Hearing Board decision shall pay the applicable fees, including excess emission fees, set forth in Schedule A. *(Amended 6/7/00)*
- 3-302 **Fees for New and Modified Sources:** Applicants for authorities to construct and permits to operate new sources shall pay for each new source: a filing fee of \$669, the initial fee, the risk

assessment fee, the permit to operate fee, and toxic surcharge (given in Schedules B, C, D, E, F, H, I or K). Applicants for authorities to construct and permits to operate modified sources shall pay for each modified source, a filing fee of \$669, the initial fee, the risk assessment fee, and any incremental increase in permit to operate and toxic surcharge fees. Where more than one of the schedules is applicable to a source, the fee paid shall be the highest of the applicable schedules. If any person requests more than three HRA scenarios required pursuant to Regulation 2, Rule 5 in any single permit application, they shall pay an additional risk assessment fee for each of these scenarios. Except for gasoline dispensing facilities (Schedule D) and semiconductor facilities (Schedule H), the size to be used for a source when applying the schedules shall be the maximum size the source will have after the construction or modification. Where applicable, fees for new or modified sources shall be based on maximum permitted usage levels or maximum potential to emit including any secondary emissions from abatement equipment. The fee rate applied shall be based on the fee rate in force on the date the application is submitted.

302.1 **Small Business Discount:** If an applicant qualifies as a small business and the source falls under schedules B, C, D (excluding gasoline dispensing facilities), E, F, H, I or K, the filing fee, initial fee, and risk assessment fee shall be reduced by 50%. All other applicable fees shall be paid in full. If an applicant also qualifies for a Green Business Discount, only the Small Business Discount (i.e., the 50% discount) shall apply.

302.2 Deleted July 3, 1991

302.3 **Fees for Abatement Devices:** Applicants for an authority to construct and permit to operate abatement devices where there is no other modification to the source shall pay a \$669 filing fee and initial and risk assessment fees that are equivalent to 50% of the initial and risk assessment fees for the source being abated, not to exceed a total of \$13,952. For abatement devices abating more than one source, the initial fee shall be 50% of the initial fee for the source having the highest initial fee.

302.4 **Fees for Reactivated Sources:** Applicants for a Permit to Operate reactivated, previously permitted equipment shall pay the full filing, initial, risk assessment, permit, and toxic surcharge fees.

302.5 Deleted June 3, 2015

302.6 **Green Business Discount:** If an applicant qualifies as a green business, the filing fee, initial fee, and risk assessment fee shall be reduced by 10%. All other applicable fees shall be paid in full.

302.7 **Fee for applications in an Overburdened Community:** An applicant with a project that requires a Health Risk Assessment in an Overburdened Community shall pay a fee of \$1,000 in addition to any other permit application fees.

302.8 **Risk Assessment Fee:** When the Risk Assessment Fee (RAF) is required for more than one source, the first toxic air contaminant (TAC) source is the source with the highest calculated RAF.

(Amended 5/19/82, 7/6/83, 6/4/86, 7/15/87, 6/6/90, 7/3/91, 6/15/94, 10/8/97, 7/1/98, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24, X/X/XX)

3-303 Back Fees: An applicant required to obtain a permit to operate existing equipment in accordance with Air District regulations shall pay back fees equal to the permit to operate fees and toxic surcharges given in the appropriate Schedule (B, C, D, E, F, H, I or K) prorated from the effective date of permit requirements. Where more than one of these schedules is applicable to a source, the fee paid shall be the highest of the applicable schedules. The applicant shall also pay back fees equal to toxic inventory fees pursuant to Section 3-320 and Schedule N. The maximum back fee shall not exceed a total of five years' permit, toxic surcharge, and toxic inventory fees. An owner/operator required to register existing equipment in accordance with Air District regulations shall pay back fees equal to the annual renewal fee given in Schedule R prorated from the effective date of registration requirements, up to a maximum of five years.

(Amended 5/19/82, 7/6/83, 6/4/86, 7/15/87, 6/6/90, 7/3/91, 10/8/97, 6/15/05, 5/20/09)

3-304 Alteration: Except as provided below, an applicant to alter an existing permitted source shall pay the filing fee and 50% of the initial fee for the source, provided that the alteration does not result in an increase in emissions of any regulated air pollutant.

- 304.1 Schedule D Fees: Applicants for alteration to a gasoline dispensing facility subject to Schedule D shall pay a fee of 1.75 times the filing fee.
- 304.2 Schedule G Fees: Applicants for alteration to a permitted source subject to Schedule G-3, G-4, or G-5 shall pay the filing fee, 100% of the initial fee, and the risk assessment fee under Schedule G-2, if required. The applicant shall pay the permit renewal and the toxic surcharge fees applicable to the source under Schedules G-3, G-4, or G-5.

(Amended 6/4/86, 11/15/00, 6/2/04, 6/3/15, 6/15/16, 6/6/18, 6/5/19, 6/5/24)

3-305 Cancellation or Withdrawal: There will be no refund of the initial fee and filing fee if an application is cancelled or withdrawn. There will be no refund of the risk assessment fee if the risk assessment has been conducted prior to the application being cancelled or withdrawn. If an application for identical equipment for the same project is submitted within six months of the date of cancellation or withdrawal, the initial fee will be credited in full against the fee for the new application.

(Amended 7/6/83, 4/6/88, 10/8/97, 6/15/05, 6/21/17, 6/16/21)

3-306 Change in Conditions: If an applicant applies to change the conditions on an existing authority to construct or permit to operate, the applicant will pay the following fees. There will be no change in anniversary date.

- 306.1 Administrative Condition Changes: An applicant applying for an administrative change in permit conditions shall pay a fee equal to the filing fee for a single source, provided the following criteria are met:
- 1.1 The condition change applies to a single source or a group of sources with shared permit conditions.
 - 1.2 The condition change does not subject the source(s) to any Air District Regulations or requirements that were not previously applicable.
 - 1.3 The condition change does not result in any increase in emissions of POC, NPOC, NO_x, CO, SO₂, or PM₁₀ at any source or the emission of a toxic air contaminant above the trigger levels identified in Table 2-5-1
 - 1.4 The condition change does not require a public notice.
- 306.2 Other Permit Condition Changes: Applicant shall pay the filing, initial, and risk assessment fees required for new and modified equipment under Section 3-302. If the condition change will result in higher permit to operate fees, the applicant shall also pay any incremental increases in permit to operate fees and toxic surcharges.

(Amended 7/6/83, 6/4/86, 6/6/90, 10/8/97, 6/7/00, 6/15/05, 6/21/17, 6/7/23, X/X/XX)

3-307 Transfers: The owner/operator of record is the person to whom a permit is issued or, if no permit has yet been issued to a facility, the person who applied for a permit. Permits are valid only for the owner/operator of record. Upon submittal of a \$102 transfer of ownership fee, permits are re-issued to the new owner/operator of record with no change in expiration dates. For expired permits or registrations, the new owner/operator is responsible for all outstanding fees.

(Amended 2/20/85, 6/4/86, 11/5/86, 4/6/88, 10/8/97, 5/1/02, 5/21/03, 6/02/04, 6/19/13, 6/4/14, 6/15/16, 6/7/23)

3-308 Change of Location: An applicant who wishes to move an existing source, which has a permit to operate, shall pay no fee if the move is on the same facility. If the move is not on the same facility, the source shall be considered a new source and subject to Section 3-302. This section does not apply to portable permits meeting the requirements of Regulation 2-1-220 and 413.

(Amended 7/6/83; 6/4/86; 6/15/05)

3-309 Deleted June 21, 2017

3-310 Fee for Constructing Without a Permit: An applicant for an authority to construct and a permit to operate a source, which has been constructed or modified without an authority to construct, shall pay the following fees:

- 310.1 Sources subject to permit requirements on the date of initial operation shall pay fees for new construction pursuant to Section 3-302, any back fees pursuant to Section 3-303, and a late fee equal to 100% of the initial fee. A modified gasoline dispensing facility subject to Schedule D that is not required to pay an initial fee shall pay fees for a modified source pursuant to Section 3-302, back fees, and a late fee equal to 100% of the filing fee.
- 310.2 Sources previously exempt from permit requirements that lose their exemption due to changes in Air District, state, or federal regulations shall pay a permit to operate fee

- and toxic surcharge for the coming year and any back fees pursuant to Section 3-303.
- 310.3 Sources previously exempt from permit requirements that lose their exemption due to a change in the manner or mode of operation, such as an increased throughput, shall pay fees for new construction pursuant to Section 3-302. In addition, sources applying for permits after commencing operation in a non-exempt mode shall also pay a late fee equal to 100% of the initial fee and any back fees pursuant to Section 3-303.

- 310.4 Sources modified without a required authority to construct shall pay fees for modification pursuant to Section 3-302 and a late fee equal to 100% of the initial fee.

(Amended 7/6/83, 4/18/84, 6/4/86, 6/6/90, 7/3/91, 8/2/95, 10/8/97, 6/02/04, 6/15/05, 6/6/12, X/X/XX)

3-311 Emission Banking Fees: An applicant to bank emissions for future use, to convert an emission reduction credit (ERC), to change assigned conditions, to transfer ownership of an ERC, or to make any administrative changes shall pay the following fees:

- 311.1 Banking ERCs: An applicant to bank emissions for future use shall pay a filing fee of \$669 per source plus the initial fee given in Schedules B, C, D, E, F, H, I or K. Where more than one of these schedules is applicable to a source, the fee paid shall be the highest of the applicable schedules.
- 311.2 Converting Existing ERCs to Interchangeable Emission Reduction Credits (IERCs): An applicant to convert an existing ERC into an IERC shall pay a filing fee of \$669 per source plus the initial fee given in Schedules B, C, D, E, F, H, I or K. Where more than one of these schedules is applicable to a source, the fee paid shall be the highest of the applicable schedules.
- 311.3 Transferring ERC Ownership: An applicant to transfer an ERC it currently owns to another owner shall pay a filing fee of \$669.
- 311.4 Evaluation of Existing ERCs for PM_{2.5}: An applicant to evaluate an existing PM₁₀ ERC shall pay a filing fee of \$669 per source and an evaluation fee equivalent to the total actual and reasonable time incurred by Air District staff at the hourly rate of \$205 per hour not to exceed the initial fee given in Schedules B, C, D, E, F, H, I or K. Where more than one of these schedules is applicable to a source, the fee paid shall be the highest of the applicable schedules.
- 311.5 ERC Condition Change: An applicant to request a change in condition shall pay a filing fee of \$669 and an evaluation fee equivalent to the total actual and reasonable time incurred by Air District staff at the hourly rate of \$205 per hour not to exceed the initial fee given in Schedules B, C, D, E, F, H, I or K. Where more than one of these schedules is applicable to a source, the fee paid shall be the highest of the applicable schedules.

(Amended 7/6/83, 6/4/86, 7/15/87, 7/3/91, 6/15/94, 7/1/98, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/02/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24, X/X/XX)

3-312 Emission Caps and Alternative Compliance Plans: Any facility which elects to use an alternative compliance plan contained in:

- 312.1 Regulation 8 ("bubble") to comply with an Air District emission limitation or to use an annual or monthly emission limit to acquire a permit in accordance with the provisions of Regulation 2, Rule 2, shall pay an additional annual fee equal to fifteen percent of the total plant permit to operate fee.
- 312.2 Regulation 2, Rule 9, or Regulation 9, Rule 10 shall pay an annual fee of \$1,695 for each source included in the alternative compliance plan, not to exceed \$16,946.

(Adopted 5/19/82; Amended 6/4/86, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/23/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24, X/X/XX)

3-313 Deleted May 19, 1999

3-314 Deleted August 2, 1995

3-315 Costs of Environmental Documentation: An applicant for an Authority to Construct shall pay, in addition to the fees required under Section 3-302 and in any applicable schedule, the Air District's costs of performing any environmental evaluation and preparing and filing any documents pursuant to the California Environmental Quality Act (Public Resources Code, Section 21000, et seq), including the costs of any outside consulting assistance which the Air District may employ in connection with the preparation of any such evaluation or

documentation, as well as the Air District's reasonable internal costs (including overhead) of processing, reviewing, or filing any environmental evaluation or documentation.

(Adopted 12/18/85; Amended 5/1/02, 6/3/15, X/X/XX)

3-316 Deleted June 6, 1990

3-317 Asbestos Operation Fees: After July 1, 1988, persons submitting a written plan, as required by Regulation 11, Rule 2, Section 401, to conduct an asbestos operation shall pay the fee given in Schedule L.

(Adopted 7/6/88; Renumbered 9/7/88; Amended 8/2/95)

3-318 Public Notice Fee: An applicant for an authority to construct or permit to operate subject to the public notice requirements of Regulation 2-1-412 shall pay, in addition to the fees required under Section 3-302 and in any applicable schedule, a fee to cover the expense of preparing and distributing the public notices to the affected persons specified in Regulation 2-1-412 as follows:

318.1 A fee of \$2,272 per application, and

318.2 The Air District's cost exceeding \$2,272 of preparing and distributing the public notice.

318.3 The Air District shall refund to the applicant the portion of any fee paid under this Section that exceeds the Air District's cost of preparing and distributing the public notice.

(Adopted 11/1/89; Amended 10/8/97, 7/1/98, 5/19/99, 6/7/00, 5/21/03, 6/2/04, 6/16/10, 6/15/16, 6/21/17, 6/6/18, X/X/XX)

3-319 Major Stationary Source Fees: Any major stationary source emitting 50 tons per year of organic compounds, sulfur oxides, nitrogen oxides, or PM₁₀ shall pay a fee based on Schedule M. This fee is in addition to permit and other fees otherwise authorized to be collected from such facilities and shall be included as part of the annual permit renewal fees.

(Adopted 6/6/90; Amended 8/2/95, 6/7/00)

3-320 Toxic Inventory Fees: Any facility that emits one or more toxic air contaminants shall pay an annual fee based on Schedule N. This fee will be in addition to permit to operate, toxic surcharge, and other fees otherwise authorized to be collected from such facilities.

(Adopted 10/21/92; Amended 5/19/99, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/20/09, 6/16/10, 5/4/11, 6/15/16, 6/21/17, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24)

3-321 Deleted December 2, 1998

3-322 Deleted June 5, 2024

3-323 Pre-Certification Fees: An applicant seeking to pre-certify a source, in accordance with Regulation 2, Rule 1, Section 415, shall pay the filing fee, initial fee and permit to operate fee given in the appropriate schedule.

(Adopted 6/7/95)

3-324 Deleted June 7, 2000

3-325 Deleted December 2, 1998

3-326 Deleted December 2, 1998

3-327 Permit to Operate, Renewal Fees: After the expiration of the initial permit to operate, the permit to operate shall be renewed on an annual basis or other time period as approved by the APCO. The fee required for the renewal of a permit to operate is the permit to operate fee and toxic surcharge listed in Schedules B, C, D, E, F, H, I, and K, prorated for the period of coverage, pursuant to Section 3-207.

When more than one of the schedules is applicable to a source, the fee paid shall be the highest of the applicable schedules. Renewal fees are applicable to all sources required to obtain permits to operate in accordance with Air District regulations. Renewal fees shall include any applicable major stationary source fees based on Schedule M, toxic inventory fees based on Schedule N, major facility review fees based on Schedule P, greenhouse gas fees based on Schedule T, refining emissions tracking fees based on Schedule W, and community air monitoring fees based on Schedule X. Where applicable, renewal fees shall be based on the current usage or emission levels that have been reported to or calculated by the Air District.

327.1 **Renewal Processing Fee:** In addition, the facility shall also pay a processing fee at the time of renewal that covers each Permit Renewal Period as follows:

1.1 \$132 for facilities with one permitted source, including gasoline dispensing facilities,

1.2 \$261 for facilities with 2 to 5 permitted sources,

1.3 \$520 for facilities with 6 to 10 permitted sources,

- 1.4 \$781 for facilities with 11 to 15 permitted sources,
 1.5 \$1,037 for facilities with 16 to 20 permitted sources,
 1.6 \$1,296 for facilities with more than 20 permitted sources.
- 327.2 Assembly Bill 617 Community Health Impact Fee: An owner/operator of a permitted facility subject to Schedule P (Major Facility Review Fees) shall pay an Assembly Bill 617 community health impact fee of 5.7 percent of the facility's total renewal fee, up to a maximum fee of \$129,815 per year per facility owner.
- 327.3 Criteria Pollutant and Toxic Emissions Reporting (CTR): The owner/operator of a permitted facility shall pay a CTR fee of 4.4 percent of the facility's total renewal fee, up to a maximum fee of \$64,908 per year.
- 327.4 Overburdened Community renewal fee: The owner/operator of a permitted facility in an Overburdened Community shall pay a fee of 15 percent of the facility's total renewal fee, up to a maximum fee of \$282,207 per year.
- 327.5 Shutdown sources: There is no refund for sources that shutdown during the permit to operate period of coverage.
(Adopted 6/7/00; Amended 6/2/04, 6/16/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/3/20, 6/16/21, 11/3/21, 6/15/22, 6/7/23, 6/5/24, X/X/XX)
- 3-328 Fee for OEHHHA Risk Assessment Reviews:** Any facility that submits a health risk assessment to the Air District in accordance with Section 44361 of the California Health and Safety Code shall pay any fee requested by the State Office of Environmental Health Hazard Assessment (OEHHHA) for reimbursement of that agency's costs incurred in reviewing the risk assessment.
(Adopted 6/7/00, Amended X/X/XX)
- 3-329 Fees for New Source Review Health Risk Assessment:** Any person required to submit a health risk assessment (HRA) pursuant to Regulation 2-5-401 shall pay an appropriate Risk Assessment Fee pursuant to Regulation 3-302 and Schedules B, C, D, E, F, H, I or K. In addition, any person that requests that the Air District prepare or review an HRA (e.g., for determination of permit exemption in accordance with Regulations 2-1-316, 2-5-301 and 2-5-302; or for determination of exemption from emission control requirements pursuant to Regulation 8-47-113 and 8-47-402) shall pay a Risk Assessment Fee. A Risk Assessment Fee shall be assessed for each source that is proposed to emit a toxic air contaminant (TAC) at a rate that exceeds a trigger level in Table 2-5-1: Toxic Air Contaminant Trigger Levels. If a project requires an HRA due to total project emissions, but TAC emissions from each individual source are less than the Table 2-5-1 trigger levels, a Risk Assessment Fee shall be assessed for the source in the project with the highest TAC emissions.
(Adopted 6/15/05; Amended 6/21/17)
- 3-330 Fee for Renewing an Authority to Construct:** An applicant seeking to renew an authority to construct in accordance with Regulation 2-1-407 shall pay a fee of 50% of the initial fee in effect at the time of the renewal. If the Air District determines that an authority to construct cannot be renewed, any fees paid under this section shall be credited in full against the fee for a new authority to construct for functionally equivalent equipment submitted within six months of the date the original authority to construct expires.
- 330.1 Expired Authority to Construct: If an applicant does not notify the Air District with their intent to renew the Authority to Construct prior to its expiration, the applicant shall pay \$100 per application in addition to any other fees under this section if eligible to renew.
(Adopted 6/15/05; Amended 6/7/23, 6/5/24, X/X/XX)
- 3-331 Registration Fees:** Any person who is required to register equipment under Air District rules shall submit a registration fee, and any annual fee thereafter, as set out in Schedule R. There is no refund for registered equipment/operations that shutdown during the period of coverage.
(Adopted 6/6/07; Amended 6/16/10, 6/7/23, 6/5/24, X/X/XX)
- 3-332 Naturally Occurring Asbestos Fees:** After July 1, 2007, any person required to submit or amend an Asbestos Dust Mitigation Plan (ADMP) pursuant to Title 17 of the California Code of Regulations, Section 93105, Asbestos Air Toxic Control Measure for Construction, Grading, Quarrying, and Surface Mining Operations shall pay the fee(s) set out in Schedule S.
(Adopted 6/6/07; Amended 6/5/19)
- 3-333 Major Facility Review (MFR) and Synthetic Minor Application Fees:** Any facility that

applies for, or is required to undergo, an initial MFR permit, an amendment to an MFR permit, a minor or significant revision to an MFR permit, a reopening of an MFR permit, a renewal of an MFR permit, an initial synthetic minor operating permit, or a revision to a synthetic minor operating permit, shall pay the applicable fees set forth in Schedule P.

(Adopted 5/21/08)

- 3-334 Greenhouse Gas Fees:** Any permitted facility with greenhouse gas emissions shall pay a fee based on Schedule T. This fee is in addition to permit and other fees otherwise authorized to be collected from such facilities, and shall be included as part of the annual permit renewal fees.

(Adopted 5/21/08)

3-335 Deleted June 5, 2024

- 3-336 Open Burning Operation Fees:** Effective July 1, 2013, any person required to provide notification to the Air District prior to burning; submit a petition to conduct a Filmmaking or Public Exhibition fire; receive an acreage burning allocation to conduct a Stubble fire; or submit a smoke management plan and receive an acreage burning allocation to conduct a Wildland Vegetation Management (Prescribed Burning) fire or Marsh Management fire shall pay the fee given in Schedule V.

(Adopted 6/19/13; Amended 6/3/20, X/X/XX)

- 3-337 Exemption Fee:** An applicant who wishes to receive a certificate of exemption shall pay a filing fee of \$669 per exempt source.

(Adopted 6/19/13; Amended 6/4/14; 6/3/15, 6/21/17, 6/16/21, 6/15/22, 6/7/23, X/X/XX)

- 3-338 Incident Response Fee:** Any facility required to obtain a Air District permit, and any Air District-regulated area-wide or indirect source, that is the site where an incident occurs to which the Air District responds, shall pay a fee equal to the Air District's actual costs in conducting the incident response as defined in Section 3-243, including without limitation, the actual time and salaries, plus overhead, of the Air District staff involved in conducting the incident response and the cost of any materials.

(Adopted 6/19/13, Amended X/X/XX)

- 3-339 Refining Emissions Tracking Fees:** Any person required to submit an Annual Emissions Inventory, Monthly Crude Slate Report, or air monitoring plan in accordance with Regulation 12, Rule 15 shall pay the applicable fees set forth in Schedule W.

(Adopted 6/15/16, Amended 11/03/21)

- 3-340 Major Stationary Source Community Air Monitoring Fees:** Any major stationary source emitting 35 tons per year of organic compounds, sulfur oxides, nitrogen oxides, carbon monoxide or PM₁₀ shall pay a community air monitoring fee based on Schedule X. This fee is in addition to permit and other fees otherwise authorized to be collected from such facilities and shall be included as part of the annual permit renewal fees.

(Adopted 6/15/16)

- 3-341 Fee for Risk Reduction Plan:** Any person required to submit a Risk Reduction Plan in accordance with Regulation 11, Rule 18 shall pay the applicable fees set forth below:

- 341.1 \$2,054 for facilities with one source subject to risk reduction pursuant to Regulation 11, Rule 18, including gasoline dispensing facilities;
- 341.2 \$4,108 for facilities with 2 to 5 sources subject to risk reduction pursuant to Regulation 11, Rule 18;
- 341.3 \$8,214 for facilities with 6 to 10 sources subject to risk reduction pursuant to Regulation 11, Rule 18;
- 341.4 \$16,428 for facilities with 11 to 15 sources subject to risk reduction pursuant to Regulation 11, Rule 18;
- 341.5 \$32,857 for facilities with 16 to 20 sources subject to risk reduction pursuant to Regulation 11, Rule 18;
- 341.6 \$43,808 for facilities with more than 20 sources subject to risk reduction pursuant to Regulation 11, Rule 18.

(Adopted 6/21/17, Amended 6/5/19, 6/3/20, 6/16/21, 6/15/22, 6/7/23, 6/5/24, X/X/XX)

- 3-342 Fee for Facility-Wide Health Risk Assessment:** Any person required to undergo a health risk assessment (HRA) to assess compliance with the Regulation 11, Rule 18 risk action levels shall pay a risk assessment fee for each source pursuant to Regulation 3-329 and Schedules B, C, D, E, F, H, I or K. The maximum fee required for any single HRA of a facility conducted pursuant to Regulation 11, Rule 18 shall not exceed a total of \$205,351.

If a facility retains a Air District-approved consultant to complete the required facility-wide HRA, the facility shall pay a fee to cover the Air District's costs of performing the review of the facility-wide HRA, including the costs of any outside consulting assistance which the Air District may employ in connection with any such review, as well as the Air District's reasonable internal costs (including overhead) of processing, reviewing, or approving the facility-wide HRA. The total HRA review cost shall be determined based on the Air District's actual review time in hours multiplied by an hourly charge of \$281 per hour. Facilities shall pay an HRA review fee as indicated below and the Air District's cost exceeding the applicable HRA review fees indicated below for performing the review of the facility-wide HRA:

342.1 \$3,370 for facilities with one to 10 sources subject to risk reduction pursuant to Regulation 11, Rule 18, including gasoline dispensing facilities;

342.2 \$9,035 for facilities with 11 to 50 sources subject to risk reduction pursuant to Regulation 11, Rule 18;

342.3 \$19,167 for facilities with more than 50 sources subject to risk reduction pursuant to Regulation 11, Rule 18.

The Air District shall refund to the applicant the portion of any fee paid under this Section that exceeds the Air District's cost of performing the review of the facility-wide HRA.

(Adopted 6/21/17; Amended 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24, X/X/XX)

3-343 Fees for Air Dispersion Modeling: An applicant for an Authority to Construct or Permit to Operate shall pay, in addition to the fees required under Section 3-302 and 3-329 and in any applicable schedule, the Air District's costs of performing any air dispersion modeling needed to determine compliance with any Air District regulatory requirement. The total air dispersion modeling fee cost shall be determined based on the Air District's actual review time in hours multiplied by an hourly charge of \$281 per hour. This fee shall also apply for costs incurred in reviewing air dispersion modeling submittals by applicants and the costs of any outside consulting assistance which the Air District may employ in connection with the preparation of any such evaluation or documentation, as well as the Air District's reasonable internal costs (including overhead) of processing, reviewing, or approving the air dispersion modeling.

(Adopted 6/5/19; Amended 6/16/21, 6/15/22, 6/7/23, 6/5/24, X/X/XX)

3-344 Rounding: Each fee will be rounded to the nearest dollar.

(Adopted 6/15/22)

3-345 Evaluation of Plans, Regulation 6: For any plan required in any rule in Regulation 6, the requestor shall pay the following fees:

345.1 A filing fee of \$669; and

345.2 An initial fee equivalent to the total actual and reasonable time incurred by Air District staff at the hourly rate or prorated of \$205 per hour not to exceed the minimum initial fee(s) in the schedule for the applicable source(s).

(Adopted 6/7/23, 6/5/24, X/X/XX)

3-346 Request for a Petition, Regulation 8: For any petition required in any rule in Regulation 8, the requestor shall pay the following fees:

346.1 A filing fee of \$669; and

346.2 An initial fee equivalent to the total actual and reasonable time incurred by Air District staff at the hourly rate or prorated of \$205 per hour not to exceed the minimum initial fee in Schedule E.

(Adopted 6/7/23, 6/5/24, X/X/XX)

3-347 Evaluation of Reports, Organic Waste Recovery Sites: For the evaluation of any report not currently specified in Schedule K as required by federal, state or Air District rule, the owner/operator shall pay the following fees:

347.1 A filing fee of \$669; and

347.2 An initial fee equivalent to the total actual and reasonable time incurred by Air District staff at the hourly rate or prorated of \$205 per hour.

(Adopted 6/7/23, 6/5/24, X/X/XX)

3-400 ADMINISTRATIVE REQUIREMENTS

3-401 Permits: Definitions, standards, and conditions contained in Regulation 2, Permits, are applicable to this regulation.

- 3-402** **Single Anniversary Date:** The APCO may assign a single anniversary date to a facility on which all its renewable permits to operate expire and will require renewal. Fees will be prorated to compensate for different time periods resulting from change in anniversary date.
- 3-403** **Change in Operating Parameters:** See Section 2-1-404 of Regulation 2, Rule 1.
- 3-404** **Deleted June 7, 2000**
- 3-405** **Fees Not Paid:** If an applicant or owner/operator fails to pay the fees specified on the invoice by the due date, the following procedure(s) shall apply:
- 405.1 **Authority to Construct:** The application will be cancelled but can be reactivated upon payment of fees.
 - 405.2 **New Permit to Operate:** The Permit to Operate shall not be issued, and the facility will be notified that operation, including startup, is not authorized.
 - 2.1 Fees received during the first 30 days following the due date must include a late fee equal to 10 percent of all fees specified on the invoice.
 - 2.2 Fees received more than 30 days after the due date must include a late fee equal to 25 percent of all fees specified on the invoice.
 - 405.3 **Renewal of Permit to Operate:** The owner/operator of a facility must renew the Permit to Operate in order to continue to be authorized to operate the source. Permit to Operate Fees for the Permit Renewal Period shall be calculated using fee schedules in effect on the Permit to Operate Renewal Date. The permit renewal invoice will include all fees to be paid in order to renew the Permit to Operate, as specified in Section 3-327. If not renewed as of the date of the next Permit Renewal Period, a Permit to Operate lapses and further operation is no longer authorized. The Air District will notify the facility that the permit has lapsed. Reinstatement of lapsed Permits to Operate will require the payment of all unpaid prior Permit to Operate fees and associated reinstatement fees for each unpaid prior Permit Renewal Period, in addition to all fees specified on the permit renewal invoice.
 - 405.4 **Reinstatement of Lapsed Permit to Operate:** To reinstate a Permit to Operate, the owner/operator must pay all of the following fees:
 - 4.1 The applicable Permit to Operate Fees for the current year, as specified in Regulation 3-327, and the applicable reinstatement fee, if any, calculated as follows:
 - 4.1.1 Fees received during the first 30 days following the due date must include all fees specified on the permit renewal invoice plus a reinstatement fee equal to 10 percent of all fees specified on the invoice.
 - 4.1.2 Fees received more than 30 days after the due date, but less than one year after the due date, must include all fees specified on the permit renewal invoice plus a reinstatement fee equal to 25 percent of all fees specified on the invoice.
 - 4.2 The applicable Permit to Operate Fees specified in Regulation 3-327 for each prior Permit Renewal Period for which all Permit to Operate Fees and associated reinstatement fees have not been paid. Each year's Permit to Operate Fee shall be calculated at the fee rates in effect on that year's Permit to Operate Renewal Date. The reinstatement fee for each associated previously-unpaid Permit to Operate Fee shall be calculated in accordance with Regulation 3-405.4.1 and 4.1.2.
- Each year or period of the lapsed Permit to Operate is deemed a separate Permit Renewal Period. The oldest outstanding Permit to Operate Fee and reinstatement fees shall be paid first.
- 405.5 **Registration and Other Fees:** Persons who have not paid the fee by the invoice due date, shall pay the following late fee in addition to the original invoiced fee. Fees shall be calculated using fee schedules in effect at the time of the fees' original determination.
 - 5.1 Fees received during the first 30 days following the due date must include an additional late fee equal to 10 percent of all fees specified on the invoice.
 - 5.2 Fees received more than 30 days after the due date must include an additional late fee equal to 25 percent of all fees specified on the invoice.

(Amended 7/6/83, 6/4/86, 11/5/86, 2/15/89, 6/6/90, 7/3/91, 8/2/95, 12/2/98, 6/15/05, 6/7/06, 6/6/12, 6/19/13, 6/4/14,

- 3-406 **Deleted June 4, 1986**
 3-407 **Deleted August 2, 1995**
 3-408 **Permit to Operate Valid for 12 Months:** A Permit to Operate is valid for 12 months from the date of issuance or other time period as approved by the APCO.
(Adopted 6/4/86; Amended 6/7/00)
- 3-409 **Deleted June 7, 2000**
 3-410 **Deleted August 2, 1995**
 3-411 **Advance Deposit of Funds:** The APCO may require that at the time of the filing of an application for an Authority to Construct for a project for which the Air District is a lead agency under the California Environmental Quality Act (Public Resources Code, Section 21000, et seq.), the applicant shall make an advance deposit of funds, in an amount to be specified by the APCO, to cover the costs which the Air District estimates to incur in connection with the Air District's performance of its environmental evaluation and the preparation of any required environmental documentation. In the event the APCO requires such an estimated advance payment to be made, the applicant will be provided with a full accounting of the costs actually incurred by the Air District in connection with the Air District's performance of its environmental evaluation and the preparation of any required environmental documentation.
(Adopted 12/18/85; Amended 8/2/95, X/X/XX)
- 3-412 **Deleted December 2, 1998**
 3-413 **Toxic "Hot Spots" Information and Assessment Act Revenues:** The APCO shall transmit to the California Air Resources Board, for deposit into the Air Toxics "Hot Spots" Information and Assessment Fund, the revenues determined by the ARB to be the Air District's share of statewide Air Toxics "Hot Spot" Information and Assessment Act expenses.
(Adopted 10/21/92; Amended 6/7/23)
- 3-414 **Deleted December 2, 1998**
 3-415 **Failure to Pay - Further Actions:** When an applicant or owner/operator fails to pay the fees specified on the invoice by the due date, the APCO may take the following actions against the applicant or owner/operator:
 415.1 Issuance of a Notice to Comply.
 415.2 Issuance of a Notice of Violation.
 415.3 Revocation of an existing Permit to Operate. The APCO shall initiate proceedings to revoke permits to operate for any person who is delinquent for more than one month. The revocation process shall continue until payment in full is made or until permits are revoked.
 415.4 The withholding of any other Air District services as deemed appropriate until payment in full is made.
(Adopted 8/2/95; Amended 12/2/98, 6/15/05, X/X/XX)
- 3-416 **Adjustment of Fees:** The APCO or designees may, upon finding administrative error by Air District staff in the calculation, imposition, noticing, invoicing, and/or collection of any fee set forth in this rule, rescind, reduce, increase, or modify the fee. A request for such relief from an administrative error, accompanied by a statement of why such relief should be granted, must be received within two years from the date of payment.
(Adopted 10/8/97, Amended X/X/XX)
- 3-417 **Temporary Amnesty for Unpermitted and Unregistered Sources:** The APCO has the authority to declare an amnesty period, during which the Air District may waive all or part of the back fees and/or late fees for sources that are currently operating without valid Permits to Operate and/or equipment registrations.
(Adopted 6/16/10)
- 3-418 **Temporary Incentive for Online or Electronic Transactions:** The APCO has the authority to declare an incentive period for transactions made using the online system or other electronic processes, during which the Air District may waive all or any part of the fees for these transactions.
(Adopted 6/6/18; Amended 6/7/23, X/X/XX)
- 3-419 **Industry Compliance School:** The APCO may reduce fees by an amount deemed appropriate if the owner/operator of the source attends an Industry Compliance School sponsored by the Air District.

(Adopted 6/7/23, Amended X/X/XX)

**SCHEDULE A
HEARING BOARD FEES¹**

Established by the Board of Directors December 7, 1977 Resolution No. 1046
(Code section references are to the California Health & Safety Code, unless otherwise indicated)

		Large Companies	Small Business	Third Party
1.	For each application for variance exceeding 90 days, in accordance with §42350, including applications on behalf of a class of applicants, which meet the requirements of the Hearing Board Rules for a valid and proper class action for variance Plus, for each hearing in addition to the first hearing necessary to dispose of said variance application in accordance with §42350, the additional sum of	\$12,241 \$6,130	\$1,832 \$618	
2.	For each application for variance not exceeding 90 days, in accordance with §42350, including applications on behalf of a class of applicants, which meet the requirements of the Hearing Board Rules for a valid and proper class action for variance Plus, for each hearing in addition to the first hearing necessary to dispose of said variance application, in accordance with §42350, the additional sum of	\$7,350 \$3,670	\$1,832 \$618	
3.	For each application to modify a variance in accordance with §42356 ... Plus, for each hearing in addition to the first hearing on said application to modify a variance, in accordance with §42345, necessary to dispose of the application, the additional sum of	\$4,876 \$3,670	\$618 \$618	
4.	For each application to extend a variance, in accordance with §42357 .. Plus, for each hearing in addition to the first hearing on an application to extend a variance, in accordance with §42357, necessary to dispose of the application, the additional sum of	\$4,876 \$3,670	\$618 \$618	
5.	For each application to revoke a variance	\$7,350	\$618	
6.	For each application for approval of a Schedule of Increments of Progress in accordance with §41703	\$4,876	\$618	
7.	For each application for variance in accordance with §41703, which exceeds 90 days Plus, for each hearing in addition to the first hearing on said application for variance in accordance with §41703, the additional sum of	\$12,241 \$6,130	\$1,832 \$618	
8.	For each application for variance in accordance with §41703, not to exceed 90 days Plus, for each hearing in addition to the hearing on said application for a variance in accordance with §41703, the additional sum of	\$7,350 \$3,670	\$1,832 \$618	
9.	For each Appeal (Permit, Banking, Title V).....	\$12,241 per hearing day	\$6,130 per hearing day	\$6,130 for entire appeal period
10.	For each application for intervention in accordance with Hearing Board Rules §§2.3, 3.6 & 4.6	\$6,130	\$1,233	
11.	For each application to Modify or Terminate an abatement order	\$12,241 per hearing day	\$6,130 per hearing day	
12.	For each application for an interim variance in accordance with §42351	\$6,130	\$1,233	
13.	For each application for an emergency variance in accordance with §42359.5.....	\$3,056	\$618	

		Large Companies	Small Business	Third Party
14.	For each application to rehear a Hearing Board decision in accordance with §40861	100% of previous fee charged	100% of previous fee charged	
15.	Excess emission fees	See Attachment I	See Attachment I	
16.	Miscellaneous filing fee for any hearing not covered above	\$6,130	\$1,832	\$1,832
17.	For each published Notice of Public Hearing	Cost of Publication	\$0	\$0
18.	Court Reporter Fee (to be paid only if Court Reporter required for hearing)	Actual Appearance and Transcript costs per hearing solely dedicated to one Docket	\$0	Actual Appearan ce and Transcript costs per hearing solely dedicated to one Docket

NOTE 1 Any applicant who believes they have a hardship for payment of fees may request a fee waiver from the Hearing Board pursuant to Hearing Board Rules.

(Amended 10/8/97, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24, X/X/XX)

**SCHEDULE A
ATTACHMENT I
EXCESS EMISSION FEE**

A. General

- (1) Each applicant or petitioner for a variance from these Rules and Regulations shall pay to the Clerk or Deputy Clerk of the Hearing Board, in addition to the other filing fees required in Schedule A, an emission fee based on the total weight of emissions discharged, per source or product, other than those described in division (B) below, during the variance period in excess of that allowed by these rules in accordance with the schedule set forth in Table I.
- (2) Where the total weight of emission discharged cannot be easily calculated, the petitioner shall work in concert with Air District staff to establish the amount of excess emissions to be paid.
- (3) In the event that more than one rule limiting the discharge of the same contaminant is violated, the excess emission fee shall consist of the fee for violation which will result in the payment of the greatest sum. For the purposes of this subdivision, opacity rules and particulate mass emissions shall not be considered rules limiting the discharge of the same contaminant.

B. Excess Visible Emission Fee

Each applicant or petitioner for a variance from Regulation 6 or Health and Safety Code Section 41701 shall pay to the Clerk or Deputy Clerk of the Hearing Board, in addition to the filing fees required in Schedule A and the excess emission fees required in (A) above (if any), an emission fee based on the difference between the percent opacity allowed by Regulation 6 and the percent opacity of the emissions allowed from the source or sources operating under the variance, in accordance with the schedule set forth in Table II.

In the event that an applicant or petitioner is exempt from the provisions of Regulation 6, the applicant or petitioner shall pay a fee calculated as described herein above, but such fee shall be calculated based upon the difference between the opacity allowed under the variance and the opacity allowed under the provisions of Health and Safety Code Section 41701, in accordance with the schedule set forth in Table II.

C. Applicability

The provisions of subdivision (A) shall apply to all variances that generate excess emissions.

D. Fee Determination

- (1) The excess emission fees shall be calculated by the petitioner based upon the requested number of days of operation under variance multiplied by the expected excess emissions as set forth in subdivisions (A) and (B) above. The calculations and proposed fees shall be set forth in the petition.
- (2) The Hearing Board may adjust the excess emission fee required by subdivisions (A) and (B) of this rule based on evidence regarding emissions presented at the time of the hearing.

E. Small Businesses

- (1) A small business shall be assessed twenty percent (20%) of the fees required by subdivisions (A) and (B), whichever is applicable. "Small business" is defined in the Fee Regulation.
- (2) Request for exception as a small business shall be made by the petitioner under penalty of perjury on a declaration form provided by the Executive Officer which shall be submitted to the Clerk or Deputy Clerk of the Hearing Board at the time of filing a petition for variance.

F. Group, Class and Product Variance Fees

Each petitioner included in a petition for a group, class or product variance shall pay the filing fee specified in Schedule A, and the excess emission fees specified in subdivisions (A) and (B), whichever is applicable.

G. Adjustment of Fees

If after the term of a variance for which emission fees have been paid, petitioner can establish, to the satisfaction of the Executive Officer/APCO, that emissions were actually less than those upon which the fee was based, a pro rata refund shall be made.

H. Fee Payment/Variance Invalidation

- (1) Excess emission fees required by subdivisions (A) and (B), based on an estimate provided during the variance Hearing, are due and payable within fifteen (15) days of the granting of the variance. The petitioner shall be notified in writing of any adjustment to the amount of excess emission fees due, following Air District staff's verification of the estimated emissions. Fee payments to be made as a result of an adjustment are due and payable within fifteen (15) days of notification of the amount due.
- (2) Failure to pay the excess emission fees required by subdivisions (A) and (B) within fifteen (15) days of notification that a fee is due shall automatically invalidate the variance. Such notification may be given by personal service or by deposit, postpaid, in the United States mail and shall be due fifteen (15) days from the date of personal service or mailing. For the purpose of this rule, the fee payment shall be considered to be received by the Air District if it is postmarked by the United States Postal Service on or before the expiration date stated on the billing notice. If the expiration date falls on a Saturday, Sunday, or a state holiday, the fee payment may be postmarked on the next business day following the Saturday, Sunday, or the state holiday with the same effect as if it had been postmarked on the expiration date.

**TABLE I
SCHEDULE OF EXCESS EMISSIONS FEES**

Air Contaminants	All at \$10.19 per pound
Organic gases, except methane and those containing sulfur	
Carbon Monoxide	
Oxides of nitrogen (expressed as nitrogen dioxide)	
Gaseous sulfur compounds (expressed as sulfur dioxide)	
Particulate matter	
Toxic Air Contaminants	All at \$50.72 per pound
Arsenic (inorganic)	
Asbestos	
Benzene	
Beryllium	
1,3-Butadiene	
Cadmium	
Carbon tetrachloride	
Chlorinated dioxins and dibenzofurans (15 species)	
Diesel exhaust particulate matter	
1,4-Dioxane	
Ethylene dibromide	
Ethylene dichloride	
Ethylene oxide	
Formaldehyde	
Hexavalent chromium	
Lead	
Methylene chloride	
Nickel	
Perchloroethylene	
Polynuclear aromatic hydrocarbons (PAH)	
Trichloroethylene	
Vinyl chloride	

**TABLE II
SCHEDULE OF EXCESS VISIBLE EMISSION FEE**

For each source with opacity emissions in excess of twenty percent (20%), but less than forty percent (40%) (where the source is in violation of Regulation 6 and California Health and Safety Code Section 41701), the fee is calculated as follows:

$$\text{Fee} = (\text{Opacity}^* \text{ equivalent} - 20) \times \text{number of days allowed in variance} \times \$10.42$$

For each source with opacity emissions in excess of forty percent (40%) (where the source is in violation of Regulation 6 and California Health and Safety Code Section 41701), the fee is calculated as follows:

$$\text{Fee} = (\text{Opacity}^* \text{ equivalent} - 40) \times \text{number of days allowed by variance} \times \$10.42$$

- * Where "Opacity" equals maximum opacity of emissions in percent (not decimal equivalent) allowed by the variance. Where the emissions are darker than the degree of darkness equivalent to the allowed Ringelmann number, the percentage equivalent of the excess degree of darkness shall be used as "opacity."

(Adopted 6/7/00; Amended 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/7/23, 6/5/24, X/X/XX)

SCHEDULE B
COMBUSTION OF FUEL
(Adopted June 18, 1980)

For each source that burns fuel, which is not a flare and not exempted by Regulation 2, Rule 1, the fee shall be computed based on the maximum gross combustion capacity (expressed as higher heating value, HHV) of the source.

1. INITIAL FEE: \$107.28 per MM BTU/HOUR
 - a. The minimum fee per source is: \$573
 - b. The maximum fee per source is: \$200,137
2. RISK ASSESSMENT FEE (RAF), if required pursuant to Regulation 3-329 or 3-342.
 - a. RAF for first toxic air contaminant (TAC) source in application: \$669 plus \$107.28 per MM BTU/hr
 - b. Minimum RAF for first TAC source: \$1,379
 - c. RAF for each additional TAC source: \$107.28 per MM BTU/hr*
 - d. Minimum RAF per additional TAC source: \$573*
 - e. Maximum RAF per source is: \$200,137

* RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1
3. PERMIT TO OPERATE FEE: \$53.64 per MM BTU/HOUR
 - a. The minimum fee per source is: \$407
 - b. The maximum fee per source is: \$100,069
4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.
5. Applicants for an authority to construct and permit to operate a project, which burns municipal waste or refuse-derived fuel, shall pay in addition to all required fees, an additional fee to cover the costs incurred by OEHHA, and/or a qualified contractor designated by OEHHA, in reviewing a risk assessment as required under H&S Code Section 42315. The fee shall be transmitted by the Air District to OEHHA and/or the qualified contractor upon completion of the review and submission of comments in writing to the Air District.
6. A surcharge equal to 100% of all required initial and permit to operate fees shall be charged for sources permitted to burn one or more of the following fuels: coke, coal, wood, tires, black liquor, and municipal solid waste.

NOTE: MM BTU is million BTU of higher heat value
One MM BTU/HR = 1.06 gigajoules/HR

(Amended 6/5/85; 6/4/86, 3/4/87, 6/6/90, 7/3/91, 6/15/94, 10/8/97, 7/1/98, 7/1/98, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24, X/X/XX)

SCHEDULE C
STATIONARY CONTAINERS FOR THE STORAGE OF ORGANIC LIQUIDS
(Adopted June 18, 1980)

For each stationary container of organic liquids which is not exempted from permits by Regulation 2 and which is not part of a gasoline dispensing facility, the fee shall be computed based on the container volume, as follows:

1. INITIAL FEE: 0.185 cents per gallon
 - a. The minimum fee per source is: \$204
 - b. The maximum fee per source is: \$27,858
2. RISK ASSESSMENT FEE (RAF), if required pursuant to Regulation 3-329 or 3-342.
 - a. RAF for first toxic air contaminant (TAC) source in application: \$669 plus 0.185 cents per gallon
 - b. Minimum RAF for first TAC source: \$678
 - c. RAF for each additional TAC source: 0.185 cents per gallon *
 - d. Minimum RAF per additional TAC source: \$204 *
 - e. Maximum RAF per source is: \$27,858

* RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1
3. PERMIT TO OPERATE FEE: 0.093 cents per gallon
 - a. The minimum fee per source is: \$147
 - b. The maximum fee per source is: \$13,928
4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.

(Amended 2/20/85, 6/5/85, 6/4/86, 7/3/91, 6/15/94, 7/1/98, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/20/09, 6/16/10, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24, X/X/XX)

SCHEDULE D
GASOLINE TRANSFER AT GASOLINE DISPENSING FACILITIES,
BULK PLANTS AND TERMINALS
(Adopted June 18, 1980)

A. All gasoline dispensing facilities shall pay the following fees:

1. INITIAL FEE: \$378.10 per single product nozzle (spn)
\$378.10 per product for each multi-product nozzle (mpn)
2. PERMIT TO OPERATE FEE: \$144.82 per single product nozzle (spn)
\$144.82 per product for each multi-product nozzle (mpn)
3. Initial fees and permit to operate fees for hardware modifications at a currently permitted gasoline dispensing facility shall be consolidated into a single fee calculated according to the following formula:

$$\$522.91 \times \left\{ \frac{[(mpn_{\text{proposed}})(\text{products per nozzle}) + spn_{\text{proposed}}]}{[(mpn_{\text{existing}})(\text{products per nozzle}) + spn_{\text{existing}}]} - 1 \right\}$$

mpn = multi-product nozzles
spn = single product nozzles

The above formula includes a toxic surcharge.

If the above formula yields zero or negative results, no initial fees or permit to operate fees shall be charged.

For the purposes of calculating the above fees, a fuel blended from two or more different grades shall be considered a separate product.

Other modifications to facilities' equipment, including but not limited to tank addition/replacement/conversion, vapor recovery piping replacement, moving or extending pump islands, will not be subject to initial fees or permit to operate fees.

4. RISK ASSESSMENT FEE (RAF) if required pursuant to Regulation 3-329 or 3-342 (including increases in permitted throughput for which a health risk assessment is required.) of:
 - a. \$4,064 per application for a new gas dispensing facility
 - b. \$1,022 per application for all other
 5. Nozzles used exclusively for the delivery of diesel fuel or other fuels exempt from permits shall pay no fee. Multi-product nozzles used to deliver both exempt and non-exempt fuels shall pay fees for the non-exempt products only.
- B. All bulk plants, terminals or other facilities using loading racks to transfer gasoline or gasohol into trucks, railcars or ships shall pay the following fees:
1. INITIAL FEE: \$4,966 per single product loading arm
\$4,966 per product for multi-product arms
 2. RISK ASSESSMENT FEE (RAF), if required pursuant to Regulation 3-329 or 3-342.
 - a. RAF for first toxic air contaminant (TAC) source in application: \$5,623
 - b. RAF for each additional TAC source: \$4,966 *

* RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1
 3. PERMIT TO OPERATE FEE: \$1,384 per single product loading arm
\$1,384 per product for multi-product arms
 4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.

C. Fees in (A) above are in lieu of tank fees. Fees in (B) above are in addition to tank fees.

(Amended 2/20/85, 6/5/85, 6/4/86, 7/3/91, 6/15/94, 10/8/97, 7/1/98, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24, X/X/XX)

SCHEDULE E
SOLVENT EVAPORATING SOURCES
(Adopted June 18, 1980)

For each solvent evaporating source, as defined in Section 3-210 except for dry cleaners, the fee shall be computed based on the net amount of organic solvent processed through the sources on an annual basis (or anticipated to be processed, for new sources) including solvent used for the cleaning of the sources.

1. INITIAL FEE:
 - a. The fee per source is: \$3,309 per 1,000 gallons
 - b. The minimum fee per source is: \$1,647
 - c. The maximum fee per source is: \$131,491
2. RISK ASSESSMENT FEE (RAF), if required pursuant to Regulation 3-329 or 3-342.
 - a. RAF for first toxic air contaminant (TAC) source in application: \$669 plus initial fee
 - b. Minimum RAF for first TAC source: \$2,714
 - c. RAF for each additional TAC source: equal to initial fee *
 - d. Minimum RAF per additional TAC source: \$1,647 *
 - e. Maximum RAF per source is: \$131,491

* RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1
3. PERMIT TO OPERATE FEE:
 - a. The fee per source is: \$1,647 per 1,000 gallons
 - b. The minimum fee per source is: \$1,188
 - c. The maximum fee per source is: \$65,740
4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.

(Amended 5/19/82, 10/17/84, 6/5/85, 6/4/86, 10/8/87, 7/3/91, 6/15/94, 7/1/98, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24, X/X/XX)

SCHEDULE F
MISCELLANEOUS SOURCES
(Adopted June 18, 1980)

For each source not governed by Schedules B, C, D, E, H or I, (except for those sources in the special classification lists, G-1 - G-5) the fees are:

1. INITIAL FEE: \$1,236
2. RISK ASSESSMENT FEE (RAF), if required pursuant to Regulation 3-329 or 3-342.
 - a. RAF for first (toxic air contaminant) TAC source in application: \$2,322
 - b. RAF for each additional TAC source: \$1,236*

* RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1
3. PERMIT TO OPERATE FEE: \$899
4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1. List of special classifications requiring graduated fees is shown in Schedules G-1, G-2, G-3, G-4, and G-5.

G-1 FEES FOR SCHEDULE G-1. For each source in a G-1 classification, fees are:

1. INITIAL FEE: \$10,041
2. RAF, if required pursuant to Regulation 3-329 or 3-342.
 - a. RAF for first TAC source in application: \$11,394
 - b. RAF for each additional TAC source: \$10,041*

* RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1
3. PERMIT TO OPERATE FEE: \$5,013
4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.

G-2 FEES FOR SCHEDULE G-2. For each source in a G-2 classification, fees are:

1. INITIAL FEE: \$13,255
2. RAF, if required pursuant to Regulation 3-329 or 3-342.
 - a. RAF for first TAC source in application: \$14,608
 - b. RAF for each additional TAC source: \$13,255*

* RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1
3. PERMIT TO OPERATE FEE: \$6,623
4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.

G-3 FEES FOR SCHEDULE G-3. For each source in a G-3 classification, fees are:

1. INITIAL FEE: \$69,949
2. RAF, if required pursuant to Regulation 3-329 or 3-342.
 - a. RAF for first TAC source in application: \$71,090
 - b. RAF for each additional TAC source: \$69,949 *

- * RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1

3. PERMIT TO OPERATE FEE: \$34,968
4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.

G-4 FEES FOR SCHEDULE G-4. For each source in a G-4 classification, fees are:

1. INITIAL FEE: \$175,263
2. RAF, if required pursuant to Regulation 3-329 or 3-342.
 - a. RAF for first TAC source in application: \$176,616
 - b. RAF for each additional TAC source: \$175,263*
 - * RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1
3. PERMIT TO OPERATE FEE: \$87,627
4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.

G-5 FEES FOR SCHEDULE G-5. For each source in a G-5 classification, fees are:

1. INITIAL FEE: \$78,677
2. RAF is only applicable for new and modified sources of toxic air contaminants (TACs) for which a health risk assessment is required under Regulation 2-5-401.
 - a. RAF for first TAC source in application: \$79,379
 - b. RAF for each additional TAC source: \$78,677*
 - * RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1
3. PERMIT TO OPERATE FEE: \$39,338
4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.

(Amended 5/19/82, 6/5/85, 6/4/86, 6/6/90, 7/3/91, 6/15/94, 10/8/97, 7/1/98, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24, X/X/XX)

SCHEDULE G-1
(Adopted June 18, 1980)

Equipment or Process Description	Materials Processed or Produced
Asphalt Roofing Manufacturing – Asphalt Dipping	Asphalt Roofing or Related Materials
Calcining Kilns, excluding those processing cement, lime, or coke (see G-4 for cement, lime, or coke Calcining Kilns)	Any Materials except cement, lime, or coke
Chemical Manufacturing, Inorganic – Processing Units with a Capacity of 1,000 Gallons/Hour or more	Any Inorganic Materials
Chemical Manufacturing, Inorganic – Processing Units with a Capacity of 5 Tons/Hour or more	Any Inorganic Materials
Chemical Manufacturing, Inorganic – Reactors with a Capacity of 1,000 Gallons or more	Any Inorganic Materials
Chemical Manufacturing, Organic – Latex Dipping	Any latex materials
Chemical Manufacturing, Organic – Processing Units with a Capacity of 1,000 Gallons/Hour or more	Any Organic Materials
Chemical Manufacturing, Organic – Processing Units with a Capacity of 5 Tons/Hour or more	Any Organic Materials
Chemical Manufacturing, Organic – Reactors with a Capacity of 1,000 Gallons or more	Any Organic Materials
Compost Operations – Windrows, Static Piles, Aerated Static Piles, In-Vessel, or similar methods	Any waste materials such as yard waste, food waste, agricultural waste, mixed green waste, bio-solids, animal manures, etc.
Crushers	Any minerals or mineral products such as rock, aggregate, cement, concrete, or glass; waste products such as building or road construction debris; and any wood, wood waste, green waste; or similar materials
Electroplating Equipment	Hexavalent Decorative Chrome with permitted capacity greater than 500,000 amp-hours per year or Hard Chrome
Foil Manufacturing – Any Converting or Rolling Lines	Any Metal or Alloy Foils
Galvanizing Equipment	Any
Glass Manufacturing – Batching Processes including storage and weigh hoppers or bins, conveyors, and elevators	Any Dry Materials
Glass Manufacturing – Mixers	Any Dry Materials
Glass Manufacturing – Molten Glass Holding Tanks	Any molten glass
Grinders	Any minerals or mineral products such as rock, aggregate, cement, concrete, or glass; waste products such as building or road construction debris; and any wood, wood waste, green waste; or similar materials
Incinerators – Crematory	Human and/or animal remains
Incinerators – Flares	Any waste gases
Incinerators – Other (see G-2 for hazardous or municipal solid waste incinerators, see G-3 for medical or infectious waste incinerators)	Any Materials except hazardous wastes, municipal solid waste, medical or infectious waste
Incinerators – Pathological Waste (see G-3 for medical or infectious waste incinerators)	Pathological waste only

SCHEDULE G-1

Equipment or Process Description	Materials Processed or Produced
Loading and/or Unloading Operations – Bulk Plants and Bulk Terminals, excluding those loading gasoline or gasohol (see Schedule D for Bulk Plants and Terminals loading gasoline or gasohol)	Any Organic Materials except gasoline or gasohol
Refining – Alkylation Units	Any Hydrocarbons
Refining – Asphalt Oxidizers	Any Hydrocarbons
Refining – Benzene Saturation Units/Plants	Any Hydrocarbons
Refining – Catalytic Reforming Units	Any Hydrocarbons
Refining – Chemical Treating Units including alkane, naphthenic acid, and naphtha merox treating, or similar processes	Any Hydrocarbons
Refining – Converting Units including Dimersol Plants, Hydrocarbon Splitters, or similar processes	Any Hydrocarbons
Refining – Distillation Units, excluding crude oil units with capacity > 1,000 barrels/hour (see G-3 for > 1,000 barrels/hour crude distillation units)	Any Hydrocarbons
Refining – Hydrogen Manufacturing	Hydrogen or Any Hydrocarbons
Refining – Hydrotreating or Hydrofining	Any Hydrocarbons
Refining – Isomerization	Any Hydrocarbons
Refining – MTBE Process Units/Plants	Any Hydrocarbons
Refining – Sludge Converter	Any Waste Materials
Refining – Solvent Extraction	Any Hydrocarbons
Refining – Sour Water Stripping	Any Process or Wastewater
Refining – Storage (enclosed)	Coke or Coke Products
Refining – Waste Gas Flares(not subject to Regulation 12, Rule 11)	Any Refining Gases
Refining – Miscellaneous Other Process Units	Any Hydrocarbons
Remediation Operations, Groundwater – Strippers	Contaminated Groundwater
Remediation Operations, Soil – Any Equipment (excluding sub-slab depressurization equipment)	Contaminated Soil
Spray Dryers	Any Materials
Sterilization Equipment	Ethylene Oxide
Wastewater Treatment, Industrial – Oil-Water Separators, excluding oil-water separators at refineries (see G-2 for Refining - Oil-Water Separators)	Wastewater from any industrial facilities except refineries
Wastewater Treatment, Industrial – Strippers including air strippers, nitrogen strippers, dissolved air flotation units, or similar equipment and excluding strippers at refineries (see G-2 for Refining – Strippers)	Wastewater from any industrial facilities except refineries
Wastewater Treatment, Industrial - Storage Ponds, excluding storage ponds at refineries (see G-2 for Refining – Storage Ponds)	Wastewater from any industrial facilities except refineries
Wastewater Treatment, Municipal – Preliminary Treatment	Municipal Wastewater
Wastewater Treatment, Municipal – Primary Treatment	Municipal Wastewater
Wastewater Treatment, Municipal – Digesters	Municipal Wastewater
Wastewater Treatment, Municipal – Sludge Handling Processes, excluding sludge incinerators (see G-2 for sludge incinerators)	Sewage Sludge

(Amended 6/4/86, 6/6/90, 5/19/99, 6/7/00, 6/2/04, 6/15/05, 6/6/18, 11/3/21)

SCHEDULE G-2
(Adopted June 6, 1990)

Equipment or Process Description	Materials Processed or Produced
Asphalt Roofing Manufacturing – Asphalt Blowing	Asphalt Roofing or Related Materials
Asphaltic Concrete Manufacturing – Aggregate Dryers	Any Dry Materials
Asphaltic Concrete Manufacturing – Batch Mixers	Any Asphaltic Concrete Products
Asphaltic Concrete Manufacturing – Drum Mixers	Any Asphaltic Concrete Products
Asphaltic Concrete Manufacturing – Other Mixers and/or Dryers	Any Dry Materials or Asphaltic Concrete Products
Concrete or Cement Batching Operations – Mixers	Any cement, concrete, or stone products or similar materials
Furnaces – Electric	Any Mineral or Mineral Product
Furnaces – Electric Induction	Any Mineral or Mineral Product
Furnaces – Glass Manufacturing	Soda Lime only
Furnaces – Reverberatory	Any Ores, Minerals, Metals, Alloys, or Related Materials
Incinerators – Hazardous Waste including any unit required to have a RCRA permit	Any Liquid or Solid Hazardous Wastes
Incinerators – Solid Waste, excluding units burning human/animal remains or pathological waste exclusively (see G-1 for Crematory and Pathological Waste Incinerators)	Any Solid Waste including Sewage Sludge (except human/animal remains or pathological waste)
Metal Rolling Lines, excluding foil rolling lines (see G-1 for Foil Rolling Lines)	Any Metals or Alloys
Metal Shredding (maximum capacity of less than or equal to 150 tons per hour)	Any Metals or Alloys
Refining – Stockpiles (open)	Coke or coke products only
Refining, Wastewater Treatment – Oil-Water Separators	Wastewater from refineries only
Refining, Wastewater Treatment – Strippers including air strippers, nitrogen strippers, dissolved air flotation units, or similar equipment	Wastewater from refineries only
Refining, Wastewater Treatment – Storage Ponds	Wastewater from refineries only
Pickling Lines or Tanks	Any Metals or Alloys
Sulfate Pulping Operations – All Units	Any
Sulfite Pulping Operations – All Units	Any

(Amended 6/7/00, 11/3/21, 6/7/23)

SCHEDULE G-3
(Adopted June 18, 1980)

Equipment or Process Description	Materials Processed or Produced
Furnaces – Electric Arc	Any Metals or Alloys
Furnaces – Electric Induction	Any Metals or Alloys
Incinerators – Medical Waste, excluding units burning pathological waste exclusively (see G-1 for Pathological Waste Incinerators)	Any Medical or Infectious Wastes
Loading and/or Unloading Operations – Marine Berths	Any Organic Materials
Metal Shredding (maximum capacity greater than 150 tons per hour)	Any Metals or Alloys
Refining – Cracking Units including hydrocrackers and excluding thermal or fluid catalytic crackers (see G-4 for Thermal Crackers and Catalytic Crackers)	Any Hydrocarbons
Refining – Distillation Units (crude oils) including any unit with a capacity greater than 1,000 barrels/hour (see G-1 for other distillation units)	Any Crude Oils
Phosphoric Acid Manufacturing – All Units (by any process)	Phosphoric Acid

(Amended 5/19/82; Amended and renumbered 6/6/90; Amended 6/7/00, 6/15/05, 5/2/07, 11/3/21, 6/7/23)

SCHEDULE G-4
(Adopted June 6, 1990)

Equipment or Process Description	Materials Processed or Produced
Acid Regeneration Units	Sulfuric or Hydrochloric Acid only
Annealing Lines (continuous only)	Metals and Alloys
Calcining Kilns (see G-1 for Calcining Kilns processing other materials)	Cement, Lime, or Coke only
Fluidized Bed Combustors	Solid Fuels only
Nitric Acid Manufacturing – Any Ammonia Oxidation Processes	Ammonia or Ammonia Compounds
Refining - Coking Units including fluid cokers, delayed cokers, flexicokers, and coke kilns	Coke and Coke Products
Refining - Cracking Units including fluid catalytic crackers and thermal crackers and excluding hydrocrackers (see G-3 for Hydrocracking Units)	Any Hydrocarbons
Refining - Sulfur Removal including any Claus process or any other process requiring caustic reactants	Any Refining Gas
Sulfuric Acid Manufacturing – Any Chamber or Contact Process	Any Solid, Liquid or Gaseous Fuels Containing Sulfur

(Amended 6/7/00, 11/3/21)

SCHEDULE G-5

Equipment or Process Description	Materials Processed or Produced
Refinery Flares (subject to Regulation 12, Rule 11)	Any Vent Gas (as defined in section 12-11-210 and section 12- 12-213)

(Adopted 5/2/07; Amended 11/3/21)

SCHEDULE H
SEMICONDUCTOR AND RELATED OPERATIONS
(Adopted May 19, 1982)

All of the equipment within a semiconductor fabrication area will be grouped together and considered one source. The fee shall be as indicated:

1. INITIAL FEE:

- a. The minimum fee per source is: \$1,436
- b. The maximum fee per source is: \$114,879

The initial fee includes fees for each type of operation listed in Parts 1c and 1d performed at the fabrication area. If the type of solvent operation is not listed in Parts 1c and 1d, then the minimum fee applies.

c. SOLVENT CLEANING OPERATIONS, such as usage of:

Solvent Sinks (as defined in Regulation 8-30-214);
Solvent Spray Stations (as defined in Regulation 8-30-221);
Solvent Vapor Stations (as defined in Regulation 8-30-222); and
Wipe Cleaning Operation (as defined in Regulation 8-30-225).

The fee is based on the gross throughput of organic solvent processed through the solvent cleaning operations on an annual basis (or anticipated to be processed, for new sources):

\$971 per 1,000 gallon

d. COATING OPERATIONS, such as application of:

Photoresist (as defined in Regulation 8-30-215); other wafer coating;
Solvent-Based Photoresist Developer (as defined in Regulation 8-30-219); and other
miscellaneous solvent usage.

The fee is based on the gross throughput of organic solvent processed through the coating operations on an annual basis (or anticipated to be processed, for new sources):

\$2,883 per 1,000 gallon

2. RISK ASSESSMENT FEE (RAF), if required pursuant to Regulation 3-329 or 3-342.

- a. RAF for first toxic air contaminant (TAC) source in application: \$669 plus initial fee
- b. Minimum RAF for first TAC source: \$2,497
- c. RAF for each additional TAC source: equal to initial fee *
- d. Minimum RAF per additional TAC source: \$1,436*
- e. Maximum RAF per source is: \$114,879

* RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1

3. PERMIT TO OPERATE FEE:

- a. The minimum fee per source is: \$1,038
- b. The maximum fee per source is: \$57,430

The permit to operate fee includes fees for each type of operation listed in Parts 3c and 3d performed at the fabrication area. If the type of solvent operation is not listed in Parts 3c and 3d, then the minimum fee applies.

c. SOLVENT CLEANING OPERATIONS, such as usage of:

Solvent Sinks (as defined in Regulation 8-30-214);
Solvent Spray Stations (as defined in Regulation 8-30-221);
Solvent Vapor Stations (as defined in Regulation 8-30-222); and
Wipe Cleaning Operation (as defined in Regulation 8-30-225).

The fee is based on the gross throughput of organic solvent processed through the solvent cleaning operations on an annual basis (or anticipated to be processed, for new sources):

\$488 per 1,000 gallon

d. COATING OPERATIONS, such as application of:

Photoresist (as defined in Regulation 8-30-215); other wafer coating;
Solvent-Based Photoresist Developer (as defined in Regulation 8-30-219); and other
miscellaneous solvent usage.

The fee is based on the gross throughput of organic solvent processed through the coating operations on an annual basis (or anticipated to be processed, for new sources):

\$1,436 per 1,000 gallon

4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.

(Amended 1/9/85, 6/5/85, 6/4/86, 7/3/91, 6/15/94, 10/8/97, 7/1/98, 5/19/99, 10/20/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24, X/X/XX)

SCHEDULE I
DRY CLEANERS
(Adopted July 6, 1983)

For permitted dry cleaners, the fee shall be computed based on each cleaning machine, except that machines with more than one drum shall be charged based on each drum, regardless of the type or quantity of solvent, as follows:

1. INITIAL FEE FOR A DRY CLEANING MACHINE (per drum):
 - a. If the washing or drying capacity is no more than 100 pounds: \$791
 - b. If the washing or drying capacity exceeds 100 pounds: \$791 plus
For that portion of the capacity exceeding 100 pounds: 23.00 per pound
2. RISK ASSESSMENT FEE (RAF), if required pursuant to Regulation 3-329 or 3-342.
 - a. RAF for first toxic air contaminant (TAC) source in application: \$669 plus initial fee
 - b. Minimum RAF for first TAC source: \$1,405
 - c. RAF for each additional TAC source: equal to initial fee*
 - d. Minimum RAF per additional TAC source: \$791*
 - * RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1
3. PERMIT TO OPERATE FEE FOR A DRY CLEANING MACHINE (per drum):
 - a. If the washing or drying capacity is no more than 100 pounds: \$577
 - b. If the washing or drying capacity exceeds 100 pounds: \$577 plus
For that portion of the capacity exceeding 100 pounds: \$11.68 per pound
4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.

(Amended 10/17/84, 6/5/85, 6/4/86, 7/3/91, 6/15/94, 10/8/97, 7/1/98, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/02/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/15/22, 6/7/23, 6/5/24, X/X/XX)

SCHEDULE K
SOLID WASTE DISPOSAL SITES
(Adopted July 15, 1987)

1. INITIAL FEE:
 - a. Landfill (Decomposition Process) \$11,682
 - b. Active Landfill (Waste and Cover Material Dumping Process) \$5,839
 - c. Active Landfill (Excavating, Bulldozing, and Compacting Processes) \$5,839
2. RISK ASSESSMENT FEE (RAF), if required pursuant to Regulation 3-329 or 3-342.
 - a. RAF for first toxic air contaminant (TAC) source in application: \$669 plus initial fee
 - b. RAF for each additional TAC source: equal to initial fee*

* RAF for additional TAC sources is only applicable to those sources that emit one or more TACs at a rate that exceeds a trigger level listed in Table 2-5-1
3. PERMIT TO OPERATE FEE:
 - a. Landfill (Decomposition Process) \$5,839
 - b. Active Landfill (Waste and Cover Material Dumping Process) \$2,919
 - c. Active Landfill (Excavating, Bulldozing, and Compacting Processes) \$2,919
4. TOXIC SURCHARGE is only applicable for a source that emits one or more TACs at a rate that exceeds a chronic trigger level listed in Table 2-5-1: the permit to operate fee shall be raised by ten percent. This fee shall not be assessed for TACs not listed in Table 2-5-1.
5. Evaluation of Reports and Questionnaires:
 - a. Evaluation of Solid Waste Air Assessment Test Report as required by Health & Safety Code Section 41805.5(g) \$6,437
 - b. Evaluation of Inactive Site Questionnaire as required by Health & Safety Code Section 41805.5(b) \$3,227
 - c. Evaluation of Solid Waste Air Assessment Test Report in conjunction with evaluation of Inactive Site Questionnaire as required by Health & Safety Code Section 41805.5(b) \$3,227
 - d. Evaluation of Initial or Amended Design Capacity Reports as required by Regulation 8, Rule 34, Section 405 \$2,374
 - e. Evaluation of Initial or Periodic NMOC Emission Rate Reports as required by Regulation 8, Rule 34, Sections 406 or 407 \$6,787
 - f. Evaluation of Closure Report as required by Regulation 8, Rule 34, Section 409 \$2,374
 - g. Evaluation of Annual Report as required by Regulation 8, Rule 34, Section 411 \$5,940
6. For the purposes of this fee schedule, landfill shall be considered active, if it has accepted solid waste for disposal at any time during the previous 12 months or has plans to accept solid waste for disposal during the next 12 months.

(Amended 7/3/91, 6/15/94, 10/8/97, 7/1/98, 5/19/99, 10/6/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24, X/X/XX)

SCHEDULE L
ASBESTOS OPERATIONS
(Adopted July 6, 1988)

1. Asbestos Operations conducted at single family dwellings are subject to the following fees:
 - a. OPERATION FEE: \$185 for amounts 100 to 500 square feet or linear feet.
 \$679 for amounts 501 square feet or linear feet to 1,000 square feet or linear feet.
 \$988 for amounts 1001 square feet or liner feet to 2,000 square feet or linear feet.
 \$1,358 for amounts greater than 2,000 square feet or linear feet.
 - b. Cancellation: \$90 of above amounts non-refundable for notification processing.
2. Asbestos Operations, other than those conducted at single family dwellings, are subject to the following fees:
 - a. OPERATION FEE: \$524 for amounts 100 to 159 square feet or 100 to 259 linear feet or 35 cubic feet
 \$754 for amounts 160 square feet or 260 linear feet to 500 square feet or linear feet or greater than 35 cubic feet.
 \$1,098 for amounts 501 square feet or linear feet to 1,000 square feet or linear feet.
 \$1,620 for amounts 1001 square feet or liner feet to 2,500 square feet or linear feet.
 \$2,309 for amounts 2501 square feet or linear feet to 5,000 square feet or linear feet.
 \$3,169 for amounts 5001 square feet or linear feet to 10,000 square feet or linear feet.
 \$4,031 for amounts greater than 10,000 square feet or linear feet.
 - b. Cancellation: \$248 of above amounts non-refundable for notification processing.
3. Demolitions (including zero asbestos demolitions) conducted at a single-family dwelling are subject to the following fee:
 - a. OPERATION FEE: \$90
 - b. Cancellation: \$90 (100% of fee) non-refundable, for notification processing.
4. Demolitions (including zero asbestos demolitions) other than those conducted at a single family dwelling are subject to the following fee:
 - a. OPERATION FEE: \$372
 - b. Cancellation: \$248 of above amount non-refundable for notification processing.
5. Asbestos operations with less than 10 days prior notice (excluding emergencies) are subject to the following additional fee:
 - a. OPERATION FEE: \$619
6. Asbestos demolition operations for the purpose of fire training are exempt from fees.

(Amended 9/5/90, 1/5/94, 8/20/97, 10/7/98, 7/19/00, 8/1/01, 6/5/02, 7/2/03, 6/2/04, 6/6/07, 5/21/08, 5/20/09, 6/16/10, 6/15/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/5/19)

SCHEDULE M
MAJOR STATIONARY SOURCE FEES
(Adopted June 6, 1990)

For each major stationary source emitting 50 tons per year or more of Organic Compounds, Sulfur Oxides, Nitrogen Oxides, and/or PM₁₀, the fee shall be based on the following:

1.	Organic Compounds	\$164.07 per ton
2.	Sulfur Oxides	\$164.07 per ton
3.	Nitrogen Oxides	\$164.07 per ton
4.	PM ₁₀	\$164.07 per ton

Emissions calculated by the APCO shall be based on the data reported for the most recent 12-month period prior to billing. In calculating the fee amount, emissions of Organic Compounds, Sulfur Oxides, Nitrogen Oxides, or PM₁₀, if occurring in an amount less than 50 tons per year, shall not be counted.

(Amended 7/3/91, 6/15/94, 7/1/98, 5/9/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24, X/X/XX)

SCHEDULE N
TOXIC INVENTORY FEES
(Adopted October 21, 1992)

For each stationary source emitting substances covered by California Health and Safety Code Section 44300 *et seq.*, the Air Toxics "Hot Spots" Information and Assessment Act of 1987, which have trigger levels listed in Table 2-5-1, a fee based on the weighted emissions of the facility shall be assessed based on the following formulas:

1. A fee of \$7.44 for each gasoline product dispensing nozzle in a Gasoline Dispensing Facility;
or
2. A fee calculated by multiplying the facility's weighted toxic inventory (w_i) by the following factor:

Air Toxic Inventory Fee Factor	\$1.13 per weighted pound per year
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Using the last reported data, the facility's weighted toxic inventory (w_i) is calculated as a sum of the individual TAC emissions multiplied by either the inhalation cancer potency factor for the TAC (see Regulation 2, Rule 5, Table 2-5-1, column 10) times 28.6 if the emission is a carcinogen, or by the reciprocal of the chronic inhalation reference exposure level for the TAC (see Regulation 2, Rule 5, Table 2-5-1, column 8) if the emission is not a carcinogen.

(Amended 12/15/93, 6/15/05, 5/2/07, 6/16/10, 5/4/11, 6/4/14, 6/3/15, 6/15/16, 6/6/18, 6/5/19, 6/3/20, 6/16/21, 6/15/22, 6/7/23)

SCHEDULE P
MAJOR FACILITY REVIEW FEES
(Adopted November 3, 1993)

1. MFR / SYNTHETIC MINOR ANNUAL FEES

Each facility, which is required to undergo major facility review in accordance with the requirements of Regulation 2, Rule 6, shall pay annual fees (1a and 1b below) for each source holding an Air District Permit to Operate. These fees shall be in addition to and shall be paid in conjunction with the annual renewal fees paid by the facility. However, these MFR permit fees shall not be included in the basis to calculate Alternative Emission Control Plan (bubble) or toxic air contaminant surcharges. If a major facility applies for and obtains a synthetic minor operating permit, the requirement to pay the fees in 1a and 1b shall terminate as of the date the APCO issues the synthetic minor operating permit.

- a. MFR SOURCE FEE\$1,504 per source
- b. MFR EMISSIONS FEE..... \$59.16 per ton of regulated air pollutants emitted

Each MFR facility and each synthetic minor facility shall pay an annual monitoring fee (1c below) for each pollutant measured by an Air District-approved continuous emission monitor or an Air District-approved parametric emission monitoring system.

- c. MFR/SYNTHETIC MINOR MONITORING FEE\$15,027 per monitor per pollutant

2. SYNTHETIC MINOR APPLICATION FEES

Each facility that applies for a synthetic minor operating permit or a revision to a synthetic minor operating permit shall pay application fees according to 2a and either 2b (for each source holding an Air District Permit to Operate) or 2c (for each source affected by the revision). If a major facility applies for a synthetic minor operating permit prior to the date on which it would become subject to the annual major facility review fee described above, the facility shall pay, in addition to the application fee, the equivalent of one year of annual fees for each source holding an Air District Permit to Operate.

- a. SYNTHETIC MINOR FILING FEE \$2,093 per application
- b. SYNTHETIC MINOR INITIAL PERMIT FEE\$1,504 per source
- c. SYNTHETIC MINOR REVISION FEE..... \$1,504 per source modified

3. MFR APPLICATION FEES

Each facility that applies for or is required to undergo: an initial MFR permit, an amendment to an MFR permit, a minor or significant revision to an MFR permit, a reopening of an MFR permit or a renewal of an MFR permit shall pay, with the application and in addition to any other fees required by this regulation, the MFR filing fee and any applicable fees listed in 3b-h below. The fees in 3b apply to each source in the initial permit. The fees in 3g apply to each source in the renewal permit, The fees in 3d-f apply to each source affected by the revision or reopening.

- a. MFR FILING FEE \$2,093 per application
- b. MFR INITIAL PERMIT FEE.....\$2,093 per source
- c. MFR ADMINISTRATIVE AMENDMENT FEE..... \$592 per application
- d. MFR MINOR REVISION FEE \$2,972 per source modified
- e. MFR SIGNIFICANT REVISION FEE \$5,540 per source modified
- f. MFR REOPENING FEE \$1,817 per source modified
- g. MFR RENEWAL FEE.....\$883 per source

Each facility that requests a permit shield or a revision to a permit shield under the provisions of Regulation 2, Rule 6 shall pay the following fee for each source (or group of sources, if the requirements for these sources are grouped together in a single table in the MFR permit) that is covered by the requested shield. This fee shall be paid in addition to any other applicable fees.

- h. MFR PERMIT SHIELD FEE..... \$3,129 per shielded source or group of sources

4. MFR PUBLIC NOTICE FEES

Each facility that is required to undergo a public notice related to any permit action pursuant to Regulation 2-6 shall pay the following fee upon receipt of an Air District invoice.

MFR PUBLIC NOTICE FEE Cost of Publication

5. MFR PUBLIC HEARING FEES

If a public hearing is required for any MFR permit action, the facility shall pay the following fees upon receipt of an Air District invoice.

a. MFR PUBLIC HEARING FEE Cost of Public Hearing not to exceed \$25,575

b. NOTICE OF PUBLIC HEARING FEE Cost of distributing Notice of Public Hearing

6. POTENTIAL TO EMIT DEMONSTRATION FEE

Each facility that makes a potential to emit demonstration under Regulation 2-6-312 in order to avoid the requirement for an MFR permit shall pay the following fee:

a. PTE DEMONSTRATION FEE \$358 per source, not to exceed \$35,158

(Amended 6/15/94, 10/8/97, 7/1/98, 5/19/99, 6/7/00, 6/6/01, 5/1/02, 5/21/03, 6/2/04, 6/15/05, 6/7/06, 5/2/07, 5/21/08, 5/20/09, 6/16/10, 5/4/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24, X/X/XX)

**SCHEDULE R
EQUIPMENT REGISTRATION FEES**

1. Persons operating commercial cooking equipment who are required to register equipment as required by Air District rules are subject to the following fees:
 - a. Conveyorized Charbroiler REGISTRATION FEE: \$744 per facility
 - b. Conveyorized Charbroiler ANNUAL RENEWAL FEE: \$209 per facility
 - c. Under-fired Charbroiler REGISTRATION FEE: \$744 per facility
 - d. Under-fired Charbroiler ANNUAL RENEWAL FEE: \$209 per facility
2. Persons operating non-halogenated dry cleaning equipment who are required to register equipment as required by Air District rules are subject to the following fees:
 - a. Dry Cleaning Machine REGISTRATION FEE: \$371
 - b. Dry Cleaning Machine ANNUAL RENEWAL FEE: \$259
3. Persons operating diesel engines who are required to register equipment as required by Air District or State rules are subject to the following fees:
 - a. Diesel Engine REGISTRATION FEE: \$250
 - b. Diesel Engine ANNUAL RENEWAL FEE: \$166
 - c. Diesel Engine ALTERNATIVE COMPLIANCE PLAN FEE (for each plan submitted under Air District Regulation 11-17-402): \$250
4. Persons operating boilers, steam generators and process heaters who are required to register equipment by Air District Regulation 9-7-404 are subject to the following fees:
 - a. REGISTRATION FEE \$137 per device
 - b. ANNUAL RENEWAL FEE: \$115 per device
5. Persons owning or operating graphic arts operations who are required to register equipment by Air District Regulation 8-20-408 are subject to the following fees:
 - a. REGISTRATION FEE: \$446
 - b. ANNUAL RENEWAL FEE: \$278
6. Persons owning or operating mobile refinishing operations who are required to register by Air District Regulation 8-45-4 are subject to the following fees:
 - a. REGISTRATION FEE \$209
 - b. ANNUAL RENEWAL FEE \$123

(Adopted 7/6/07, Amended 12/5/07, 5/21/08, 7/30/08, 11/19/08, 12/3/08, 5/20/09, 6/16/10, 6/15/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, X/X/XX)

SCHEDULE S
NATURALLY OCCURRING ASBESTOS OPERATIONS

1. ASBESTOS DUST MITIGATION PLAN INITIAL REVIEW AND AMENDMENT FEES:

Any person submitting an Asbestos Dust Mitigation Plan (ADMP) for initial review of a Naturally Occurring Asbestos (NOA) project shall pay the following fee (including NOA Discovery Notifications which would trigger an ADMP review): \$1,278

Any person submitting a request to amend an existing ADMP shall pay the following fee: \$654

2. AIR MONITORING PROCESSING FEE:

NOA projects requiring an Air Monitoring component as part of the ADMP approval are subject to the following fee in addition to the ADMP fee: \$9,856

3. GEOLOGIC EVALUATION FEE:

Any person submitting a Geologic Evaluation for exemption from Section 93105 shall pay the following fee: \$4,867

4. INSPECTION FEES:

- a. The owner of any property for which an ADMP is required shall pay fees to cover the costs incurred by the Air District in conducting inspections to determine compliance with the ADMP on an ongoing basis. Inspection fees shall be invoiced by the Air District on a quarterly basis, and at the conclusion of dust generating activities covered under the ADMP, based on the actual time spent in conducting such inspections, and the following time and materials rate: \$219 per hour
- b. The owner of any property for which Geologic Evaluation is required shall pay fees to cover the costs incurred by the Air District. Inspection fees shall be invoiced by the Air District, based on the actual time spent in conducting such inspections, and the following time and materials rate: \$219 per hour

(Adopted 6/6/07; Amended 5/21/08, 5/20/09, 6/16/10, 6/15/11, 6/6/12, 6/19/13, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24, X/X/XX)

SCHEDULE T GREENHOUSE GAS FEES

For each permitted facility emitting greenhouse gases, the fee shall be based on the following:

1. Carbon Dioxide Equivalent (CDE) Emissions \$0.174 per metric ton

Emissions calculated by the APCO shall be based on the data reported for the most recent 12-month period prior to billing. The annual emissions of each greenhouse gas (GHG) listed below shall be determined by the APCO for each permitted (i.e., non-exempt) source. For each emitted GHG, the CDE emissions shall be determined by multiplying the annual GHG emissions by the applicable Global Warming Potential (GWP) value. The GHG fee for each facility shall be based on the sum of the CDE emissions for all GHGs emitted by the facility, except that no fee shall be assessed for emissions of biogenic carbon dioxide.

Global Warming Potential Relative to Carbon Dioxide*

GHG	CAS Registry Number	GWP**
Carbon Dioxide	124-38-9	1
Methane	74-82-8	34
Nitrous Oxide	10024-97-2	298
Nitrogen Trifluoride	7783-54-2	17,885
Sulfur Hexafluoride	2551-62-4	26,087
HCFC-22	75-45-6	2,106
HCFC-123	306-83-2	96
HCFC-124	2837-89-0	635
HCFC-141b	1717-00-6	938
HCFC-142b	75-68-3	2,345
HCFC-225ca	422-56-0	155
HCFC-225cb	507-55-1	633
HFC-23	75-46-7	13,856
HFC-32	75-10-5	817
HFC-125	354-33-6	3,691
HFC-134a	811-97-2	1,549
HFC-143a	420-46-2	5,508
HFC-152a	75-37-6	167
HFC-227ea	431-89-0	3,860
HFC-236fa	690-39-1	8,998
HFC-245fa	460-73-1	1,032
HFC-365mfc	406-58-6	966
HFC-43-10-mee	138495-42-8	1,952
PFC-14	75-73-0	7,349
PFC-116	76-16-4	12,340
PFC-218	76-19-7	9,878
PFC-318	115-25-3	10,592

* Source: Myhre, G., et al., 2013: Anthropogenic and Natural Radiative Forcing (and Supplementary Material). In: Climate Change 2013: The Physical Science Basis. Contribution of Working Group I to the Fifth Assessment Report of the Intergovernmental Panel on Climate Change [Stocker, T.F., et al. (eds.)]. Cambridge University Press, Cambridge, United Kingdom and New York, NY, USA. Available from www.ipcc.ch.

** GWPs compare the integrated radiative forcing over a specified period (i.e. 100 years) from a unit mass pulse emission to compare the potential climate change associated with emissions of different GHGs. GWPs listed include climate-carbon feedbacks.

(Adopted 5/21/08; Amended 5/20/09, 6/16/10, 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/16/21, 6/15/22, 6/7/23, 6/5/24)

SCHEDULE V OPEN BURNING

1. Any prior notification required by Regulation 5, Section 406 is subject to the following fee:
 - a. OPERATION FEE: \$199
 - b. The operation fee paid as part of providing notification to the Air District prior to burning will be determined for each property, as defined in Regulation 5, Section 217, and will be valid for one year from the fee payment date when a given fire is allowed, as specified in Regulation 5, Section 401 for the following fires:

Regulation 5 Section – Fire	Burn Period
401.1 - Disease and Pest	January 1 – December 31
401.2 - Crop Replacement ¹	October 1 – April 30
401.3 - Orchard Pruning and Attrition ²	November 1 – April 30
401.4 - Double Cropping Stubble	June 1 – August 31
401.6 - Hazardous Material ¹	January 1 – December 31
401.7 - Fire Training	January 1 – December 31
401.8 - Flood Debris	October 1 – May 31
401.9 - Irrigation Ditches	January 1 – December 31
401.10 - Flood Control	January 1 – December 31
401.11 - Range Management ¹	July 1 – April 30
401.12 - Forest Management ¹	November 1 – April 30
401.14 - Contraband	January 1 – December 31

¹ Any Forest Management fire, Range Management fire, Hazardous Material fire not related to Public Resources Code 4291, or any Crop Replacement fire for the purpose of establishing an agricultural crop on previously uncultivated land, that is expected to exceed 10 acres in size or burn piled vegetation cleared or generated from more than 10 acres is defined in Regulation 5, Section 213 as a type of Prescribed Burning and, as such, is subject to the Prescribed Burning operation fee in Section 3 below.

² Upon the determination of the APCO that heavy winter rainfall has prevented this type of burning, the burn period may be extended to no later than June 30.

- c. Any person who provided notification required under Regulation 5, Section 406, who seeks to burn an amount of material greater than the amount listed in that initial notification, shall provide a subsequent notification to the Air District under Regulation 5, Section 406 and shall pay an additional open burning operation fee prior to burning.
2. Any Marsh Management fire conducted pursuant to Regulation 5, Section 401.13 is subject to the following fee, which will be determined for each property by the proposed acreage to be burned:
 - a. OPERATION FEE:

\$944	for 50 acres or less
\$1,285	for more than 50 acres but less than or equal to 150 acres
\$1,619	for more than 150 acres
 - b. The operation fee paid for a Marsh Management fire will be valid for a Fall or Spring burning period, as specified in Regulation 5, Subsection 401.13. Any burning subsequent to either of these time periods shall be subject to an additional open burning operation fee.
3. Any Wildland Vegetation Management fire (Prescribed Burning) conducted pursuant to Regulation 5, Section 401.15 is subject to the following fee, which will be determined for each prescribed burning project by the proposed acreage to be burned:
 - a. OPERATION FEE:

\$796	for 50 acres or less
\$1,079	for more than 50 acres but less than or equal to 150 acres
\$1,404	for more than 150 acres

- b. The operation fee paid for a prescribed burn project will be valid for the burn project approval period, as determined by the Air District. Any burning subsequent to this time period shall be subject to an additional open burning operation fee.
- 4. Any Filmmaking fire conducted pursuant to Regulation 5, Section 401.16 and any Public Exhibition fire conducted pursuant to Regulation 5, Section 401.17 is subject to the following fee:
 - a. OPERATION FEE: \$1,029
 - b. The operation fee paid for a Filmmaking or Public Exhibition fire will be valid for the burn project approval period, as determined by the Air District. Any burning subsequent to this time period shall be subject to an additional open burning operation fee.
- 5. Any Stubble fire conducted pursuant to Regulation 5, Section 401.5 that requires a person to receive an acreage burning allocation prior to ignition is subject to the following fee, which will be determined for each property by the proposed acreage to be burned:
 - a. OPERATION FEE: \$509 for 25 acres or less
\$714 for more than 25 acres but less than or equal to 75 acres
\$867 for more than 75 acres but less than or equal to 150 acres
\$1,021 for more than 150 acres
 - b. The operation fee paid for a Stubble fire will be valid for one burn period, which is the time period beginning September 1 and ending December 31, each calendar year. Any burning subsequent to this time period shall be subject to an additional open burning operation fee.
- 6. All fees paid pursuant to Schedule V are non-refundable.
- 7. All fees required pursuant to Schedule V must be paid before conducting a fire.

(Adopted 6/1913; Amended 6/4/14, 6/3/15, 6/15/16, 6/21/17, 6/6/18, 6/5/19, 6/3/20, 6/16/21, 6/15/22, 6/7/23, 6/5/24, X/X/XX)

SCHEDULE W
REFINING EMISSIONS TRACKING FEES

1. ANNUAL EMISSIONS INVENTORIES:

Any Refinery owner/operator required to submit an Annual Emissions Inventory Report in accordance with Regulation 12, Rule 15, Section 401 shall pay the following fees:

- | | |
|--------------------------------------|-----------|
| a. Initial submittal: | \$118,388 |
| b. Each subsequent annual submittal: | \$59,195 |

Any Support Facility owner/operator required to submit an Annual Emissions Inventory Report in accordance with Regulation 12, Rule 15, Section 401 shall pay the following fees:

- | | |
|--------------------------------------|---------|
| a. Initial submittal: | \$7,237 |
| b. Each subsequent annual submittal: | \$3,618 |

2. AIR MONITORING PLANS:

Any person required to submit an air monitoring plan in accordance with Regulation 12, Rule 15, Section 403 shall pay a one-time fee of \$16,443.

(Adopted 6/15/16; Amended 6/5/19, 6/16/21, 11/3/21, 6/15/22, 6/7/23, 6/5/24, X/X/XX)

SCHEDULE X
MAJOR STATIONARY SOURCE COMMUNITY AIR MONITORING FEES

For each major stationary source, emitting 35 tons per year or more of Organic Compounds, Sulfur Oxides, Nitrogen Oxides, Carbon Monoxide and/or PM₁₀ within the vicinity of an Air District proposed community air monitoring location, the fee shall be based on the following:

1.	Organic Compounds	\$60.61 per ton
2.	Sulfur Oxides	\$60.61 per ton
3.	Nitrogen Oxides	\$60.61 per ton
4.	Carbon Monoxide	\$60.61 per ton
5.	PM ₁₀	\$60.61 per ton

Emissions calculated by the APCO shall be based on the data reported for the most recent 12-month period prior to billing. In calculating the fee amount, emissions of Organic Compounds, Sulfur Oxides, Nitrogen Oxides, Carbon Monoxide, or PM₁₀, if occurring in an amount less than 35 tons per year, shall not be counted.

(Adopted: 6/15/16; Amended: 6/21/17, X/X/XX)



Bay Area Air District
CLEAN AIR FOR ALL

2025 COST RECOVERY REPORT

Prepared by the staff of the
Bay Area Air Quality Management District
375 Beale Street, Suite 600
San Francisco, CA

Released: April 2025

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Executive Summary

The 2025 Cost Recovery Report includes the latest fee-related cost and revenue data gathered for the previous three fiscal years: July 1, 2022, through June 30, 2024. The data are used for preparing the Fiscal Year Ending (FYE) 2026 budget and for evaluating potential amendments to the Bay Area Air District's (Air District) Regulation 3: Fees.

The completed cost recovery analysis indicates that in FYE 2024 there continued to be a revenue shortfall, as overall direct and indirect costs of regulatory programs exceeded fee revenue (see Figure 2).

The Air District recovered approximately 88.8% of its fee-related activity costs (see Figure 5). The overall magnitude of this cost recovery gap was determined to be approximately \$8.7 million. This cost recovery gap was filled using General Fund revenue received by the Air District from the counties' property tax revenue.

The Air District uses three-year averages in evaluating proposed amendments to Regulation 3. Longer averaging periods reduce sensitivity to year-to-year variations in activity levels that occur due to economic or market variations and due to regulatory program changes that have varied effects on certain source categories.

The cost recovery analysis also addressed fee-equity issues by analyzing whether there is a revenue shortfall at the individual fee schedule level. There are twenty-two (22) fee schedules for which cost recovery could be analyzed. Of the twenty-two (22) fee schedules, seven (7) of the component fee schedules had fee revenue contributions that exceeded total cost. Cost recovery is not a static target because the analysis is impacted by many factors on the revenue and expenses side. Personnel costs in fee-based programs have a heavy influence in overall cost recovery and cost recovery of specific fee schedules. In addition, the analysis does not account for future work/needs or address the health of any program.

Background

The Air District is responsible for protecting public health and the environment by achieving and maintaining health-based national and state ambient air quality standards, and by reducing public exposure to toxic air contaminants in the nine-county Bay Area region. Fulfilling this task involves reducing air pollutant emissions from sources of regulated air pollutants and maintaining these emission reductions over time. In accordance with State Law, the Air District's primary regulatory focus is on stationary sources of air pollution.

The Air District has defined units for organizational purposes (Programs) to encompass activities which are either dedicated to mission-critical direct functions (e.g., permitting, rulemaking, compliance assurance, sampling and testing, grant distribution) or are primarily dedicated to support and administrative indirect functions. The Air District has also defined revenue source categories for time billing purposes (billing codes) for all activities (e.g., the permit fee schedules, grant revenue sources, and general support activities).

The Air District's air quality regulatory activities are primarily funded by revenue from regulatory fees, government grants and subventions, and county property taxes. Between

1955 and 1970, the Air District was funded entirely through property taxes. In 1970, the California Air Resources Board (CARB) and U.S. Environmental Protection Agency (EPA) began providing grant funding to the Air District. After the passage of California Proposition 13 in 1978, the Air District qualified as a special district and became eligible for funding from the property tax allocation system (commonly referred to as "AB 8"), which currently make up the county revenue portion of the budget.

State law authorizes the Air District to impose a schedule of fees to generate revenue to recover the costs of activities related to implementing and enforcing air quality programs. On a regular basis, the Air District has considered whether these fees result in the collection of a sufficient and appropriate amount of revenue in comparison to the cost of related program activities.

Cost Recovery Strategy History

In 1999, a comprehensive review of the Air District's fee structure and revenue was completed by the firm KPMG Peat Marwick LLP (*Bay Area Air Quality Management District Cost Recovery Study, Final Report: Phase One – Evaluation of Fee Revenues and Activity Costs; February 16, 1999*). The 1999 Study recommended an activity-based costing model, which has since been implemented. As a result of the 1999 Study, the Air District implemented a time-keeping system. These changes improved the Air District's ability to track costs by program activities. The 1999 Study indicated that fee revenue did not offset the full costs of program activities associated with sources subject to fees as authorized by State law. Property tax revenue (and in some years, fund balances) have been used to close this gap.

In 2004, the Air District's Board of Directors approved funding for an updated cost recovery study that was conducted by the accounting/consulting firm Stonefield Josephson, Inc. (*Bay Area Air Quality Management District Cost Recovery Study, Final Report; March 30, 2005*). The 2004 Study analyzed data collected during the three-year period FYE 2002 through FYE 2004. It compared the Air District's costs of program activities to the associated fee revenues and analyzed how these costs are apportioned amongst the fee-payers. The Study indicated that a significant cost recovery gap existed. The results of this 2005 report and subsequent internal cost recovery studies have been used by the Air District in its budgeting process, and to set various fee schedules.

In March 2011, another study was completed by Matrix Consulting Group (*Cost Recovery and Containment Study, Bay Area Air Quality Management District, Final Report; March 9, 2011*). The purpose of the 2011 Study was to provide the Air District with guidance and opportunities for improvement regarding its organization, operation, and cost recovery/allocation practices. A Cost Allocation Plan was developed and implemented utilizing FYE 2010 expenditure data. The 2011 Study indicated that overall, the Air District continued to under-recover the costs associated with its fee-related services. To reduce the cost recovery gap, further fee increases were recommended for adoption over a period of time in accordance with a Cost Recovery Policy to be adopted by the Air District's Board of Directors. Also, Matrix Consulting Group reviewed and discussed the design and implementation of the new Production System tool which provides opportunities for increased efficiency and accuracy when fully developed.

Air District staff initiated a process to develop a Cost Recovery Policy in May 2011, and a Stakeholder Advisory Group was convened to provide input in this regard. A Cost Recovery Policy was adopted by the Air District's Board of Directors on March 7, 2012. This policy specifies that the Air District should amend its fee regulation alongside the adoption of budgets for FYE 2014 through FYE 2018, to ensure at least 85% recovery of regulatory program activity costs. The policy also indicates that amendments to specific fee schedules should continue to be made in consideration of cost recovery analyses conducted at the fee schedule-level, with larger increases being adopted for the schedules that have the larger cost recovery gaps.

In February 2018, Matrix Consulting Group (Matrix) completed an update of the 2011 Study for FYE 2017. The primary purpose of the 2018 Study was to evaluate cost recovery for indirect overhead costs associated with the Air District. The project team evaluated the Air District's FYE 2017 Programs to assess their classification as either direct or indirect. In addition, they audited the time tracking data associated with each of the different fee schedules. The 2018 Study provided specific recommendations related to direct and indirect cost recovery for the Air District, as well as potential cost efficiencies.

In July 2021, the Air District retained the services of the Matrix Consulting Group per direction by the Air District's Board of Directors to study the Air District's indirect costs, to study fee-related cost recovery by fee schedule, and to continue to evaluate appropriate cost containment practices. A key goal of this analysis was to determine methods to obtain 100% cost recovery associated with fee-based activities and schedules. The final report was presented to the Air District's Budget and Finance Committee on April 27, 2022. The proposed policy was developed using the 2022 Matrix Consulting Group's findings and comments from the Air District Board Committee meetings. On December 7, 2022, the Air District's Board of Directors adopted an amended Cost Recovery and Containment Policy (Consent Item 22) that provided the framework for the Air District to contain costs and to adjust fees in support of its regulatory programs. As provided in Appendix B, the policy has three (3) main elements: 1) Cost Containment, 2) Analysis of Cost Recovery, and 3) Cost Recovery Goals. Part 3 provides the strategic framework for the Regulation 3 rule development process that continues to be conducted in parallel with the next fiscal year annual budget.

Open Burn Fee Schedule

The Air District has refined its cost recovery analysis of Fee Schedule V (Open Burning) to better define the cost recovery based on burn type. The analysis is provided in Appendix C. In the past, cost recovery for Schedule V was calculated on all costs and revenue related to Open Burning. The Air District's Open Burn Program is comprised of individual Operation Fees based on burn type. Schedule V includes five Open Burning Operation Fees for these burn types: Notifications, Marsh Management, Prescribed Burning, Filmmaking/Public Exhibition, and Stubble. Air District staff refined the cost recovery analysis to examine each individual fee in Schedule V to ensure the costs associated with one burn type would not impact fee payers of another burn type.

Current Report

This 2025 Cost Recovery Report incorporated the accounting methodologies developed by KPMG in 1999, Stonefield Josephson, Inc. in 2005, and Matrix Consulting Group in 2011.

The analysis included the latest cost and revenue data gathered for FYE 2024 (i.e., July 1, 2023 - June 30, 2024). The results will be used as a tool in the preparation of the budget for FYE 2026 and for evaluating potential amendments to the Air District's Regulation 3: Fees.

Legal Authority

In the post-1978 California Proposition 13 era, the State Legislature has determined that the cost of programs that address air pollution should be borne by the individuals and businesses that cause air pollution and that the costs should be collected through regulatory and service fees. The primary authority for recovering the cost of Air District programs and activities related to stationary sources is given in Section 42311 of the California Health and Safety Code (HSC), under which the Air District is authorized to:

- Recover the costs of programs related to permitted stationary sources;
- Recover the costs of programs related to area-wide and indirect sources of emissions which are regulated, but for which permits are not issued;
- Recover the costs of certain Hearing Board proceedings; and
- Recover the costs related to programs that regulate toxic air contaminants.

The measure of the revenue that may be recovered through stationary source fees is the full cost of all activities related to these sources, including all direct Program costs and a commensurate share of indirect Program costs. Such fees are valid so long as they do not exceed the reasonable cost of the service or regulatory program for which they are charged. Additionally, the fees must be apportioned among fee-payers such that the costs allocated to each fee-payer bear a fair and reasonable relationship to the fee-payers burden on, and benefits from, the regulatory system.

All air districts have restrictions in terms of the rate at which permit fees may be increased. Under HSC Section 41512.7, existing fees for authority-to-construct permits or permits to operate cannot be increased by more than 15% in any calendar year.

Methodology

The methodology for determining regulatory program revenue and costs is summarized as follows:

Revenue

Fees on the invoice are itemized and directly correlated to Regulation 3 fees and fee schedules. For revenue not specific to a cost recovery category, the revenue is distributed among fee schedules based on the number of permitted devices and/or emissions from such devices, as appropriate. For FYE 2025, revenue collected from fees present in Regulation 3 was correlated as closely as possible to the appropriate fee schedules or to fees present in the standards within Regulation 3.

Costs

Costs are expenditures that are characterized as being either direct or indirect. Direct costs can be identified specifically with a particular program activity. Direct costs include wages

and benefits, operating expenses, and capital expenditures used in direct support of the particular activities of the Air District (e.g., permit-related activities, grant distribution).

Indirect costs are expenses necessary for the general operation of the Air District as a whole. Often referred to as overhead, these costs include accounting, finance, human resources, facility costs, information technology, executive management, etc. Indirect costs are allocated to other indirect Programs, using the reciprocal (double-step down) method, before being allocated to direct Programs. This cost allocation method is more accurate than the step-down method because it fully considers all reciprocal service interactions.

Employee work time is tracked by the quarter-hour using both program and billing code detail. This time-keeping system allows for all costs to be allocated to a revenue source on a level-of-effort basis.

Employee work time is allocated to activities within programs by billing codes (BC1-BC99), only two of which indicate general support. One of these two general support codes (BC8) is identified with permitting activities of a general nature, not specifically related to a particular fee schedule.

Operating and capital expenses are charged through the year to each program, as incurred. During cost recovery analysis, these expenses—through the program's billing code profile—are allocated on a pro-rata basis to each Program's revenue-related activity. For example, employees working in grant Programs (e.g., Smoking Vehicle, Mobile Source Incentive Fund) use specific billing codes e.g., BC3, BC17). All operating/capital expense charges in those grant programs are allocated pro-rata to those grant activities. Employees working in permit-related programs (e.g., Air Toxics, Compliance Assurance, Source Testing) also use specific permit-related billing codes (e.g., BC8, BC21, BC29) and all operating/capital expense charges incurred by those Programs are allocated pro-rata to those Program's activity profiles, as defined by the associated billing codes.

Direct costs for permit activities include personnel, operating and capital costs based on employee work time allocated to direct permit-related activities, and to general permit-related support and administrative activities (allocated to Fee Schedules on pro-rata basis). Indirect costs for permit activities include that portion of general support personnel, operating and capital costs allocated pro-rata to permit fee revenue-related program activities.

Results

Appendix A contains the following figures:

- Figure 1: Total Permit Fee Revenue, Costs and Gap for FYE 2024
- Figure 2: Fee Revenue and Program Costs by Fee Schedule, FYE 2024
- Figure 3: Fee Revenue and Program Costs by Fee Schedule, FYE 2023
- Figure 4: Fee Revenue and Program Costs by Fee Schedule, FYE 2022
- Figure 5: Fee Revenue and Program Costs by Fee Schedule, FYE 2022-2024, 3-Year Average

Discussion

Figure 1 indicates that in FYE 2024 there continued to be a revenue shortfall, as the direct and indirect costs of regulatory Programs exceeded fee revenue. The overall magnitude of the cost recovery gap was determined to be \$8.7 million for FYE 2024. This cost recovery gap was filled by General Fund revenue received by the Air District from the counties.

Figure 2 shows that in FYE 2024 there were revenue shortfalls for most of the twenty-two (22) fee schedules for which cost recovery can be analyzed. For FYE 2024, the Air District recovered 87.7% of its fee-related activity costs. Collected revenue exceeded Program costs for six (6) fee schedules:

- Schedule B (Combustion of Fuels)
- Schedule C (Stationary Containers for the Storage of Organic Liquids)
- Schedule D (Gasoline Transfer at Gasoline Dispensing Facilities, Bulk Plants and Terminals)
- Schedule L (Asbestos Operations)
- Schedule N (Toxic Inventory Fees)
- Schedule R (Equipment Registration Fees)

Collected revenue was less than program costs for the following fifteen (15) fee schedules:

- Schedule A (Hearing Board Fees)
- Schedule E (Solvent Evaporating Sources)
- Schedule F (Miscellaneous Sources (e.g., storage silos, abrasive blasting))
- Schedule G-1 (Miscellaneous Sources (e.g., glass manufacturing, soil remediation))
- Schedule G-2 (Miscellaneous Sources (e.g., asphaltic concrete, furnaces))
- Schedule G-3 (Miscellaneous Sources (e.g., metal melting, cracking units))
- Schedule G-4 (Miscellaneous Sources (e.g., cement kilns, sulfur removal and coking units, acid manufacturing))
- Schedule G-5 (Miscellaneous Sources (e.g., refinery flares))
- Schedule H (Semiconductor and Related Operations)
- Schedule K (Solid Waste Disposal Sites)
- Schedule P (Major Facility Review Fees)
- Schedule S (Naturally Occurring Asbestos Operations)
- Schedule T (Greenhouse Gas Fees)
- Schedule V (Open Burning)
- Schedule W (Refinery Emissions Tracking Fees)

Figure 5 shows that over a three-year period (FYE 2022 through FYE 2024) there were revenue shortfalls for most of the twenty-two (22) fee schedules for which cost recovery can be analyzed. For this three-year period, the Air District recovered approximately 88.75% of its fee-related activity costs. Collected revenue exceeded costs for seven (7) fee schedules:

- Schedule C (Stationary Containers for the Storage of Organic Liquids)
- Schedule B (Combustion of Fuel)
- Schedule D (Gasoline Transfer at Gasoline Dispensing Facilities, Bulk Plants and Terminals)
- Schedule L (Asbestos Operations)

- Schedule N (Toxic Inventory Fees)
- Schedule R (Equipment Registration Fees)
- Schedule T (Greenhouse Gas Fees)

Collected revenue was lower than costs for the following fourteen (14) fee schedules:

- Schedule A (Hearing Board Fees)
- Schedule E (Solvent Evaporating Sources)
- Schedule F (Miscellaneous Sources (e.g., storage silos, abrasive blasting))
- Schedule G-1 (Miscellaneous Sources (e.g., glass manufacturing, soil remediation))
- Schedule G-2 (Miscellaneous Sources (e.g., asphaltic concrete, furnaces))
- Schedule G-3 (Miscellaneous Sources (e.g., metal melting, cracking units))
- Schedule G-4 (Miscellaneous Sources (e.g., cement kilns, sulfur removal and coking units, acid manufacturing))
- Schedule G-5 (Miscellaneous Sources (e.g., refinery flares))
- Schedule H (Semiconductor and Related Operations)
- Schedule K (Solid Waste Disposal Sites)
- Schedule P (Major Facility Review Fees)
- Schedule S (Naturally Occurring Asbestos Operations)
- Schedule V (Open Burning)
- Schedule W (Refinery Emissions Tracking Fees)

The Air District uses three-year averages shown in Figure 5 in evaluating proposed amendments to Regulation 3. Longer averaging periods reduce sensitivity to year-to-year variations in activity levels that occur due to economic or market variations and due to regulatory program changes that have varied effects on certain source categories. Currently, there are no active facilities that are charged Schedule I fees. Unless this schedule is deleted, Schedule I will be maintained with CPI-W adjustments.

Conclusions

Air District staff has updated the analysis of cost recovery of its regulatory programs based on the methodology established by the accounting firms KPMG in 1999, Stonefield Josephson, Inc. in 2005, and as updated by Matrix Consulting Group in 2011 and in 2018. The analysis shows that fee revenue continues to fall short of recovering activity costs. For FYE 2022 to 2024, the Air District recovered approximately 89% of its fee-related activity costs, while cost recovery of some individual fee schedules continue to lag. The overall magnitude of this cost recovery gap was determined to be approximately \$8.7 million.

To reduce or stabilize expenditures, the Air District has implemented various types of cost containment strategies, including maintaining unfilled positions when feasible and reducing service and supply budgets. In October 2023, all permit activity was transitioned to the Production System. Although all the tools are not fully developed, this transition allows staff to focus improvements on one system and eliminates the maintenance of the legacy systems. The new platform provides the opportunity for improved tracking, online resources and the reduction of paper processes. In addition, addressing the recommendations from the management audit is currently underway including analyzing the Air District's programs and the use of staff resources for its programs. To reduce the cost

recovery gap, further fee increases will need to be evaluated in accordance with the Cost Recovery and Containment Policy adopted by the Air District's Board of Directors in 2022.

Appendix A: Figures

Figure 1: Total Permit Fee Revenue, Costs and Gap for FYE 2024

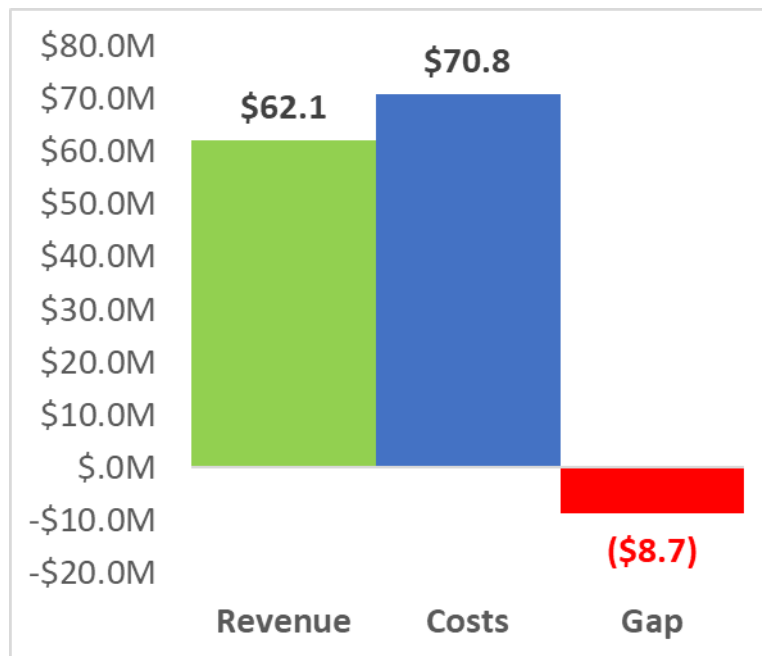


Figure 2: Fee Revenue and Program Costs by Fee Schedule, FYE 2024

Fee Schedule	Direct Cost	Indirect Cost	Total Cost	Application Revenue	Renewal Revenue	Schedule M	Reg 3-312 Bubble	Reg 3-327.1 Renewal Processing	Reg 3-327.2 AB617 Fee	Reg 3-327.3 CTR Fee	Reg 3-OBC Fees	Reg 3-311 - Banking	Total Revenue	Surplus/ Deficit	Cost Recovery %
FS_A-Hearing Board	154,561	84,204	238,765	-	37,156	-	-	-	-	-	-	-	37,156	(201,609)	15.56%
FS_B-Combustion of Fuel	7,961,415	3,657,422	11,618,837	1,968,778	8,524,016	603,947	142,760	782,224	369,923	536,212	790,109	2,520	13,720,488	2,101,651	118.09%
FS_C-Storage Organic Liquid	823,921	378,788	1,202,708	85,306	2,068,206	114,216	181,329	38,764	149,840	129,827	304,570	-	3,072,057	1,869,349	255.43%
FS_D	5,120,036	2,395,033	7,515,069	207,938	6,240,473	40,363	83,904	284,908	64,545	315,617	328,718	-	7,566,467	51,398	100.68%
FS_E-Solvent Evaporation	3,455,660	1,641,572	5,097,232	615,727	3,065,188	76,686	60,094	208,861	54,414	143,549	206,063	-	4,430,582	(666,650)	86.92%
FS_F-Misc.	3,334,450	1,502,844	4,837,294	587,722	2,111,851	126,336	110,671	164,543	189,758	258,800	459,519	-	4,009,200	(828,094)	82.88%
FS_G1-Misc.	4,925,869	2,258,112	7,183,981	715,271	3,315,511	169,444	115,686	51,751	99,681	134,026	221,561	-	4,822,932	(2,361,049)	67.13%
FS_G2-Misc.	1,688,594	776,552	2,465,147	63,029	1,116,263	51,129	91,528	11,280	55,216	50,306	124,613	-	1,563,363	(901,784)	63.42%
FS_G3-Misc.	1,158,193	524,392	1,682,585	-	1,000,232	43,156	91,910	1,030	52,656	30,123	98,819	-	1,317,926	(364,658)	78.33%
FS_G4-Misc.	2,458,013	1,151,952	3,609,965	557,829	1,544,104	192,588	77,241	685	45,534	23,422	78,362	-	2,519,764	(1,090,201)	69.80%
FS_G5-Misc.	872,676	423,656	1,296,332	-	729,389	53,199	86,736	531	48,374	26,013	84,927	-	1,029,168	(267,164)	79.39%
FS_H-Semiconductor	570,286	262,257	832,543	235,299	154,635	-	-	5,252	-	3,841	454	-	399,481	(433,063)	47.98%
FS_K-Waste Disposal	2,204,693	1,056,044	3,260,737	50,949	234,142	126,904	735	4,980	15,062	17,814	11,922	-	462,509	(2,798,228)	14.18%
FS_L-Asbestos	2,062,187	1,079,373	3,141,560	-	3,575,383	-	-	-	-	-	-	-	3,575,383	433,823	113.81%
FS_N-AB 2588	737,848	305,926	1,043,774	-	1,476,632	-	-	-	-	-	-	-	1,476,632	432,858	141.47%
FS_P-Title V	6,143,702	3,020,038	9,163,740	343,234	6,822,421	-	-	-	-	-	1,000	-	7,166,655	(1,997,085)	78.21%
FS_R-Registration	85,065	41,324	126,389	11,349	269,686	473	-	31,984	21,204	33,191	65,438	-	433,324	306,935	342.85%
FS_S-NatOccAsbBillable	489,129	239,129	728,258	-	66,725	-	-	-	-	-	-	-	66,725	(661,534)	9.16%
FS_T-GHG	3,362,252	1,182,521	4,544,773	-	3,871,302	-	-	-	-	-	-	-	3,871,302	(673,471)	85.18%
FS_V-Open Burning	279,760	133,872	413,633	-	325,769	-	-	-	-	-	-	-	325,769	(87,864)	78.76%
FS_W-PetroleumRefiningEmissionsReport	555,131	250,341	805,472	-	232,008	-	-	-	-	-	-	-	232,008	(573,464)	28.80%
2024 SUM	48,443,443	22,365,351	70,808,794	5,442,431	46,781,092	1,598,441	1,042,593	1,586,791	1,166,208	1,702,740	2,776,074	2,520	62,098,891	(8,709,903)	87.70%

Figure 3: Fee Revenue and Program Costs by Fee Schedule, FYE 2023

Fee Schedule	Direct Cost	Indirect Cost	Total Cost	Application Revenue	Renewal Revenue	Schedule M	Reg 3-312 Bubble	Reg 3-327.1 Renewal Processing	Reg 3-327.2 AB617 Fee	Reg 3-327.3 CTR Fee	Reg 3-0BC Fees	Reg 3-311 - Banking	Total Revenue	Surplus/ Deficit	Cost Recovery %
FS_A-Hearing Board	58,245	48,153	106,398	-	88,189	-	-	-	-	-	-	-	88,189	(18,209)	82.89%
FS_B-Combustion of Fuel	7,954,468	4,409,588	12,364,056	2,903,864	7,070,984	615,363	122,668	698,822	353,125	487,497	661,906	11,267	12,925,497	561,441	104.54%
FS_C-Storage Organic Liquid	764,222	425,762	1,189,984	349,633	2,124,033	128,393	151,932	39,443	160,237	130,059	299,914	-	3,383,644	2,193,660	284.34%
FS_D	4,785,954	2,694,779	7,480,734	415,044	6,428,000	51,139	78,624	266,717	67,968	313,028	300,658	-	7,921,179	440,445	105.89%
FS_E-Solvent Evaporation	3,103,319	1,758,401	4,861,721	1,495,704	2,809,262	123,696	56,643	203,905	52,152	132,762	176,044	-	5,050,168	188,448	103.88%
FS_F-Misc.	3,920,128	2,110,340	6,030,468	699,619	1,890,494	158,404	97,420	161,769	199,321	254,147	353,377	-	3,814,551	(2,215,917)	63.25%
FS_G1-Misc.	3,983,160	2,226,979	6,210,140	776,367	3,065,797	172,890	101,175	48,222	96,698	120,650	188,124	-	4,569,924	(1,640,216)	73.59%
FS_G2-Misc.	1,775,063	962,494	2,737,557	115,038	907,926	63,714	85,142	9,251	57,522	45,256	114,314	-	1,398,162	(1,339,395)	51.07%
FS_G3-Misc.	1,063,595	610,555	1,674,150	-	830,413	47,707	81,729	804	53,440	27,765	97,962	-	1,139,819	(534,331)	68.08%
FS_G4-Misc.	1,957,649	1,113,819	3,071,468	351,103	1,592,061	343,956	73,910	698	48,096	25,412	68,944	-	2,504,180	(567,288)	81.53%
FS_G5-Misc.	723,907	427,423	1,151,330	313,351	637,189	59,080	80,949	507	51,002	25,442	87,974	-	1,255,494	104,164	109.05%
FS_H-Semiconductor	264,775	146,182	410,957	8,984	147,075	-	-	116	-	39	-	-	156,214	(254,744)	38.01%
FS_K-Waste Disposal	1,630,604	938,167	2,568,771	23,949	187,804	151,439	-	3,914	14,874	15,440	10,004	-	407,425	(2,161,346)	15.86%
FS_L-Asbestos	1,469,148	902,938	2,372,086	-	3,632,384	-	-	-	-	-	-	-	3,632,384	1,260,298	153.13%
FS_N-AB 2588	674,420	343,061	1,017,481	-	1,512,315	-	-	-	-	-	-	-	1,512,315	494,834	148.63%
FS_P-Title V	5,738,170	3,338,274	9,076,444	708,673	6,752,033	-	-	-	-	-	-	-	7,460,706	(1,615,738)	82.20%
FS_R-Registration	99,852	62,962	162,814	4,615	281,945	590	-	31,725	20,079	33,231	65,728	-	437,913	275,099	268.96%
FS_S-NatOccAsbBillable	644,183	377,204	1,021,387	-	120,681	-	-	-	-	-	-	-	120,681	(900,707)	11.82%
FS_T-GHG	1,181,743	577,271	1,759,014	-	3,339,911	-	-	-	-	-	-	-	3,339,911	1,580,897	189.87%
FS_V-Open Burning	268,801	180,486	449,287	-	299,792	-	-	-	-	-	-	-	299,792	(149,495)	66.73%
FS_W-PetroleumRefiningEmissionsReport	550,033	318,109	868,141	-	201,747	-	-	-	-	-	-	-	201,747	(666,394)	23.24%
2023 SUM	42,612,440	23,973,520	66,585,961	8,165,944	43,920,034	1,916,372	930,193	1,465,893	1,174,512	1,610,728	2,424,949	11,267	61,619,893	(4,966,067)	92.54%

Figure 4: Fee Revenue and Program Costs by Fee Schedule, FYE 2022

Fee Schedule	Direct Cost	Indirect Cost	Total Cost	Application Revenue	Renewal Revenue	Schedule M	Reg 3-312 Bubble	Reg 3-327.1 Renewal Processing	Reg 3-327.2 AB617 Fee	Reg 3-327.3 CTR Fee	Reg 3-OBC Fees	Reg 3-311 - Banking	Total Revenue	Surplus/ Deficit	Cost Recovery %
FS_A-Hearing Board	33,970	41,433	75,403	-	353	-	-	-	-	-	-	-	353	(75,050)	0.47%
FS_B-Combustion of Fuel	7,893,556	4,068,298	11,961,854	1,952,715	6,840,470	582,023	236,655	776,362	326,505	400,120	2,018	5,676	11,122,543	(839,312)	92.98%
FS_C-Storage Organic Liquid	1,106,057	551,981	1,658,038	341,256	2,100,841	126,595	201,110	33,663	155,117	119,216	-	-	3,077,798	1,419,760	185.63%
FS_D	4,632,049	2,399,869	7,031,918	357,464	6,505,991	33,749	47,173	245,143	40,327	257,453	-	-	7,487,300	455,382	106.48%
FS_E-Solvent Evaporation	2,470,406	1,332,906	3,803,313	505,868	2,534,082	83,894	32,040	190,403	46,102	108,305	135	-	3,500,829	(302,484)	92.05%
FS_F-Misc.	3,257,741	1,669,041	4,926,782	439,434	1,745,097	128,754	91,897	138,706	156,310	193,640	-	-	2,893,837	(2,032,945)	58.74%
FS_G1-Misc.	4,040,279	2,153,764	6,194,042	774,120	2,801,883	147,327	92,921	44,144	76,549	95,376	-	-	4,032,320	(2,161,722)	65.10%
FS_G2-Misc.	1,861,747	943,739	2,805,486	285,965	822,711	69,951	60,033	8,263	34,191	30,545	-	-	1,311,659	(1,493,827)	46.75%
FS_G3-Misc.	1,173,780	651,586	1,825,366	185,273	783,710	21,655	54,545	514	31,778	16,693	-	-	1,094,168	(731,198)	59.94%
FS_G4-Misc.	2,268,311	1,210,110	3,478,421	39,841	1,558,636	386,459	52,369	480	34,148	17,736	-	-	2,089,669	(1,388,752)	60.08%
FS_G5-Misc.	716,979	407,625	1,124,604	14,922	666,736	31,708	52,475	274	28,359	13,945	-	-	808,418	(316,186)	71.88%
FS_H-Semiconductor	432,852	224,335	657,186	127,511	114,277	-	-	19,691	-	9,777	-	-	271,256	(385,930)	41.28%
FS_K-Waste Disposal	1,863,862	1,028,934	2,892,796	18,053	171,133	120,267	-	3,593	10,310	11,070	-	-	334,426	(2,558,370)	11.56%
FS_L-Asbestos	1,470,586	870,737	2,341,323	-	4,179,151	-	-	-	-	-	-	-	4,179,151	1,837,828	178.50%
FS_N-AB 2588	428,326	213,177	641,503	-	1,604,232	-	-	-	-	-	-	-	1,604,232	962,729	250.07%
FS_P-Title V	4,383,740	2,444,817	6,828,557	613,524	6,050,636	-	-	-	-	-	-	-	6,664,160	(164,397)	97.59%
FS_R-Registration	159,439	98,222	257,661	5,780	325,587	521	-	27,965	14,441	23,529	-	-	397,823	140,163	154.40%
FS_S-NatOccAsbBillable	432,514	244,994	677,508	-	139,486	-	-	-	-	-	-	-	139,486	(538,023)	20.59%
FS_T-GHG	1,786,972	815,414	2,602,387	-	2,966,045	-	-	-	-	-	-	-	2,966,045	363,658	113.97%
FS_V-Open Burning	486,632	311,070	797,702	-	248,007	-	-	-	-	-	-	-	248,007	(549,695)	31.09%
FS_W-PetroleumRefiningEmissionsReport	452,923	264,366	717,289	-	175,432	-	-	-	-	-	-	-	175,432	(541,857)	24.46%
2022 SUM	41,359,475	21,950,080	63,309,555	5,661,726	42,335,059	1,732,903	921,216	1,489,302	954,137	1,297,444	2,153	5,676	54,399,616	(8,909,938)	85.93%

Figure 5: Fee Revenue and Program Costs by Fee Schedule, FYE 2022-2024, 3-Year Average

Fee Schedule	Direct Cost	Indirect Cost	Total Cost	Application Revenue	Renewal Revenue	Schedule M	Reg 3-312 Bubble	Reg 3-327.1 Renewal Processing	Reg 3-327.2 AB617 Fee	Reg 3-327.3 CTR Fee	Reg 3-OBC Fees	Reg 3-311 - Banking	Total Revenue	Surplus/ Deficit	Cost Recovery %
FS_A-Hearing Board	82,259	57,930	140,189	-	41,899	-	-	-	-	-	-	-	41,899	(98,289)	29.89%
FS_B-Combustion of Fuel	7,936,480	4,045,103	11,981,582	2,275,119	7,478,490	600,444	167,361	752,470	349,851	474,610	484,678	6,488	12,589,509	607,927	105.07%
FS_C-Storage Organic Liquid	898,066	452,177	1,350,243	258,732	2,097,693	123,068	178,123	37,290	155,065	126,367	201,494	-	3,177,833	1,827,589	235.35%
FS_D	4,846,013	2,496,561	7,342,573	326,816	6,391,488	41,750	69,900	265,589	57,613	295,366	209,792	-	7,658,315	315,742	104.30%
FS_E-Solvent Evaporation	3,009,795	1,577,626	4,587,422	872,433	2,802,844	94,759	49,592	201,056	50,889	128,205	127,414	-	4,327,193	(260,229)	94.33%
FS_F-Misc.	3,504,107	1,760,741	5,264,848	575,592	1,915,814	137,831	99,996	155,006	181,796	235,529	270,966	-	3,572,529	(1,692,319)	67.86%
FS_G1-Misc.	4,316,436	2,212,952	6,529,388	755,253	3,061,064	163,220	103,261	48,039	90,976	116,684	136,562	-	4,475,059	(2,054,329)	68.54%
FS_G2-Misc.	1,775,135	894,262	2,669,397	154,677	948,967	61,598	78,901	9,598	48,976	42,036	79,642	-	1,424,395	(1,245,002)	53.36%
FS_G3-Misc.	1,131,856	595,511	1,727,367	61,758	871,452	37,506	76,061	783	45,958	24,860	65,594	-	1,183,971	(543,396)	68.54%
FS_G4-Misc.	2,227,991	1,158,627	3,386,618	316,258	1,564,934	307,668	67,840	621	42,593	22,190	49,102	-	2,371,204	(1,015,414)	70.02%
FS_G5-Misc.	771,187	419,568	1,190,755	109,424	677,771	47,996	73,386	437	42,578	21,800	57,633	-	1,031,027	(159,729)	86.59%
FS_H-Semiconductor	422,637	210,925	633,562	123,931	138,662	-	-	8,353	-	4,552	151	-	275,650	(357,912)	43.51%
FS_K-Waste Disposal	1,899,720	1,007,715	2,907,435	30,984	197,693	132,870	245	4,163	13,416	14,775	7,308	-	401,453	(2,505,981)	13.81%
FS_L-Asbestos	1,667,307	951,016	2,618,323	-	3,795,639	-	-	-	-	-	-	-	3,795,639	1,177,316	144.96%
FS_N-AB 2588	613,532	287,388	900,919	-	1,531,060	-	-	-	-	-	-	-	1,531,060	630,140	169.94%
FS_P-Title V	5,421,871	2,934,376	8,356,247	555,144	6,541,697	-	-	-	-	-	333	-	7,097,174	(1,259,073)	84.93%
FS_R-Registration	114,785	67,503	182,288	7,248	292,406	528	-	30,558	18,575	29,984	43,722	-	423,020	240,732	232.06%
FS_S-NatOccAsbBillable	521,942	287,109	809,051	-	108,964	-	-	-	-	-	-	-	108,964	(700,088)	13.47%
FS_T-GHG	2,110,323	858,402	2,968,725	-	3,392,419	-	-	-	-	-	-	-	3,392,419	423,695	114.27%
FS_V-Open Burning	345,065	208,476	553,541	-	291,189	-	-	-	-	-	-	-	291,189	(262,351)	52.60%
FS_W-PetroleumRefiningEmissionsReport	519,362	277,605	796,967	-	203,062	-	-	-	-	-	-	-	203,062	(593,905)	25.48%
3YrAvg SUM	44,138,453	22,762,984	66,901,436	6,423,367	44,345,395	1,749,239	964,667	1,513,996	1,098,286	1,536,971	1,734,392	6,488	59,372,800	(7,528,636)	88.75%

Appendix B: 2022 Cost Recovery and Containment Policy

Adopted December 7, 2022

COST RECOVERY AND CONTAINMENT POLICY FOR BAY AREA AIR QUALITY MANAGEMENT DISTRICT REGULATORY PROGRAMS

PURPOSE

WHEREAS, the Air District has the primary authority for the control of air pollution from all sources of air emissions located in the San Francisco Bay Area, other than emissions from motor vehicles, in accordance with the provisions of Health & Safety Code sections 39002 and 40000.

WHEREAS, the Air District is responsible for implementing and enforcing various Air District, State, and federal air quality regulatory requirements that apply to non-vehicular sources.

WHEREAS, the Air District's regulatory programs include but are not limited to permitting and notification programs, compliance and enforcement of permitted and registered facilities, compliance assistance at permitted and registered facilities, source testing and monitoring at permitted facilities, rule development for regulated industries, the development of the emissions inventory for permitted and registered facilities and other permit work at permitted facilities.

WHEREAS, the Air District is authorized to assess fees to regulated entities for the purpose of recovering the reasonable costs of regulatory program activities, and these authorities include those provided for in California Health and Safety Code sections 42311, 42364, and 44380.

WHEREAS, the Air District's fees fall within the categories provided in Section 1(e) of Article XIII C of the California Constitution, which indicates that charges assessed to regulated entities to recover regulatory program activity costs, and charges assessed to cover the cost of conferring a privilege or providing a service, are not taxes.

WHEREAS, the Air District has adopted, and periodically amends, a fee regulation for the purpose of recovering regulatory program activity costs, and this regulation with its various fee schedules, is used to allocate costs to fee payers in a manner which bears a fair or reasonable relationship to the payer's burden on, or benefits received from, regulatory activities.

WHEREAS, the Air District analyzes whether assessed fees result in the collection of sufficient revenue to recover the costs of related program activities; and Air District staff conduct these analyses on an annual basis, with an independent contractor review of these analyses and methodologies -conducted approximately every five years, with the most recent independent study conducted in 2022. Each fee study and cost recovery update completed revealed that District fee revenue falls short of recovering the costs of related program activities.

WHEREAS, the Air District's most recent independent fee report (2022 Cost Recovery Report, Bay Area Air Quality Management District, May 2022) concluded that in Fiscal Year Ending (FYE) 2021, the Air District recovered approximately 83.7 percent of its fee-related activity costs (up from 65 percent in FYE 2011), resulting in an under-recovery of costs (i.e., a cost recovery gap), and a subsidy to fee payers, of approximately \$10.2 million, and that this cost recovery gap resulted despite the implementation of a number of strategies to contain costs.

WHEREAS, the Air District's Board of Directors has recognized since 1999 that the Air District's cost recovery gap has been an issue that needs to be addressed, and since that time has adopted annual fee amendments in order to increase fee revenue.

WHEREAS, the Air District's Board of Directors adopted a policy in 2012 with a goal to increase overall recovery of regulatory program activity costs to 85 percent.

WHEREAS, in addition to fee revenue, the Air District receives revenue from Bay Area counties that is derived from property taxes, and a large portion of this tax revenue has historically been used on an annual basis to fill the cost recovery gap.

WHEREAS, the tax revenue that the Air District receives varies on a year-to-year basis, and cannot necessarily be relied on to fill the cost recovery gap and also cover other Air District operational costs necessitating, in certain years, the use of reserve funds. WHEREAS, tax revenue that the Air District receives, to the extent that it is not needed to fill the cost recovery gap, can be used to fund initiatives or programs that may further the Air District's mission but that lack a dedicated funding source.

WHEREAS, it may be appropriate as a matter of policy to establish specific fee discounts for small businesses, green businesses, or other regulated entities or members of the public, where tax revenue is used to cover a portion of regulatory program activity costs, and the Air District's existing fee regulation contains several fee discounts of this type.

POLICY

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Bay Area Air Quality Management District that:

(1) Cost Containment – In order to ensure that the costs of its regulatory programs remain reasonable, the Air District should continue to implement feasible cost containment measures, including the use of appropriate best management practices, without compromising the Air District's effective implementation and enforcement of applicable regulatory requirements. The Air District's annual budget documents should include a summary of cost containment measures that are being implemented.

(2) Analysis of Cost Recovery – The Air District should continue to analyze the extent to which fees recover regulatory program activity costs, both on an overall basis, and at the level of individual fee schedules. An independent review of the Air District cost recovery analyses should be periodically completed by a qualified Air District contractor and should be updated on an annual basis by Air District staff using a consistent methodology.

(3) Cost Recovery Goals – It is the general policy of the Air District, except as otherwise noted below, that the costs of regulatory program activities be fully recovered by assessing fees to regulated entities. To move towards this goal, the Air District should amend its fee regulation over the next several years, in conjunction with the adoption of the Air District budget, in a manner sufficient to increase overall recovery of regulatory program activity costs to 100 percent. Proposed amendments to specific fee schedules should also be made in consideration of cost recovery analyses conducted at the fee schedule-level, with larger increases being adopted for the schedules that have the larger cost recovery gaps. Proposed fee amendments should include fee-recoverable work that is currently not being charged a fee. As allowed by law, any proposed regulatory measures should also propose new fees or fee amendments that are designed to recover increased regulatory program implementation costs concurrent with rule adoption, unless the Board of Directors determines that a portion of those costs should be covered by tax revenue. Tax revenue should also continue to be used to cover existing fee discounts that the Air District provides (e.g., for small businesses, green businesses, and third-party permit appeals).

BE IT FURTHER RESOLVED that this resolution is non-binding in the case of unforeseen financial circumstances, and may also be reconsidered or updated by the Air District's Board of Directors.

Appendix C: Fee Schedule V Cost Recovery Analysis

Schedule V (Open Burning) Analysis

In the past, cost recovery for Schedule V was calculated on all costs and revenue related to Open Burning. The Air District's Open Burn Program is comprised of individual Operation Fees based on burn type. Schedule V includes five Open Burning Operation Fees for these burn types - Notifications, Marsh Management, Prescribed Burning, Filmmaking/Public Exhibition, and Stubble. Since 2024, Air District staff have refined the cost recovery analysis to examine each individual fee in Schedule V to ensure the costs associated with one burn type would not impact fee payers of another burn type.

FIGURE 1 – Fee Revenue and Program Costs for Individual Open Burn Types, FYE 2024

Burn Type	Salary	Benefits	Indirect	Total Expense	Revenue	Cost Recovery %
Notification	\$117,502	\$54,006	\$63,758	\$235,266	(\$308,024)	131%
Prescribed	\$178,927	\$82,238	\$97,087	\$358,253	(\$11,980)	3%
Marsh	\$11,393	\$5,236	\$6,182	\$22,810	(\$5,765)	25%
Total	\$307,822	\$141,480	\$167,027	\$616,329	(\$325,769)	

Figure 1 shows that collected revenue exceeds costs for Notifications, and there were revenue shortfalls for Marsh Burns and Prescribed Burning.

Prescribed Burning

In November 2019, the Air District Board of Directors adopted a Limited Fee Exemption for Public Agencies that waived the Operation Fee for public agencies conducting prescribed burns. Given the Limited Fee Exemption, the Prescribed Burning Program cannot be fully funded through its Operation Fee. Commencing in FYE 2024, Prescribed Burning will be changed to “No Revenue Source” in the Cost Recovery process.

Filmmaking/Public Exhibition and Stubble fires

In FYE 2024, there was not enough information to make a recommendation on these two Operation Fees. There was one Stubble project that took place across FYE 2024 and FYE 2025. The associated revenue was collected in FYE 2025.



Public Hearing to Receive Testimony on Proposed Amendments to Air District Regulation 3: Fees – Proposed Fiscal Year 2025-2026 Fee Regulation Amendments

Board of Directors Meeting

May 7, 2025

Fred Tanaka, Manager, Engineering Division

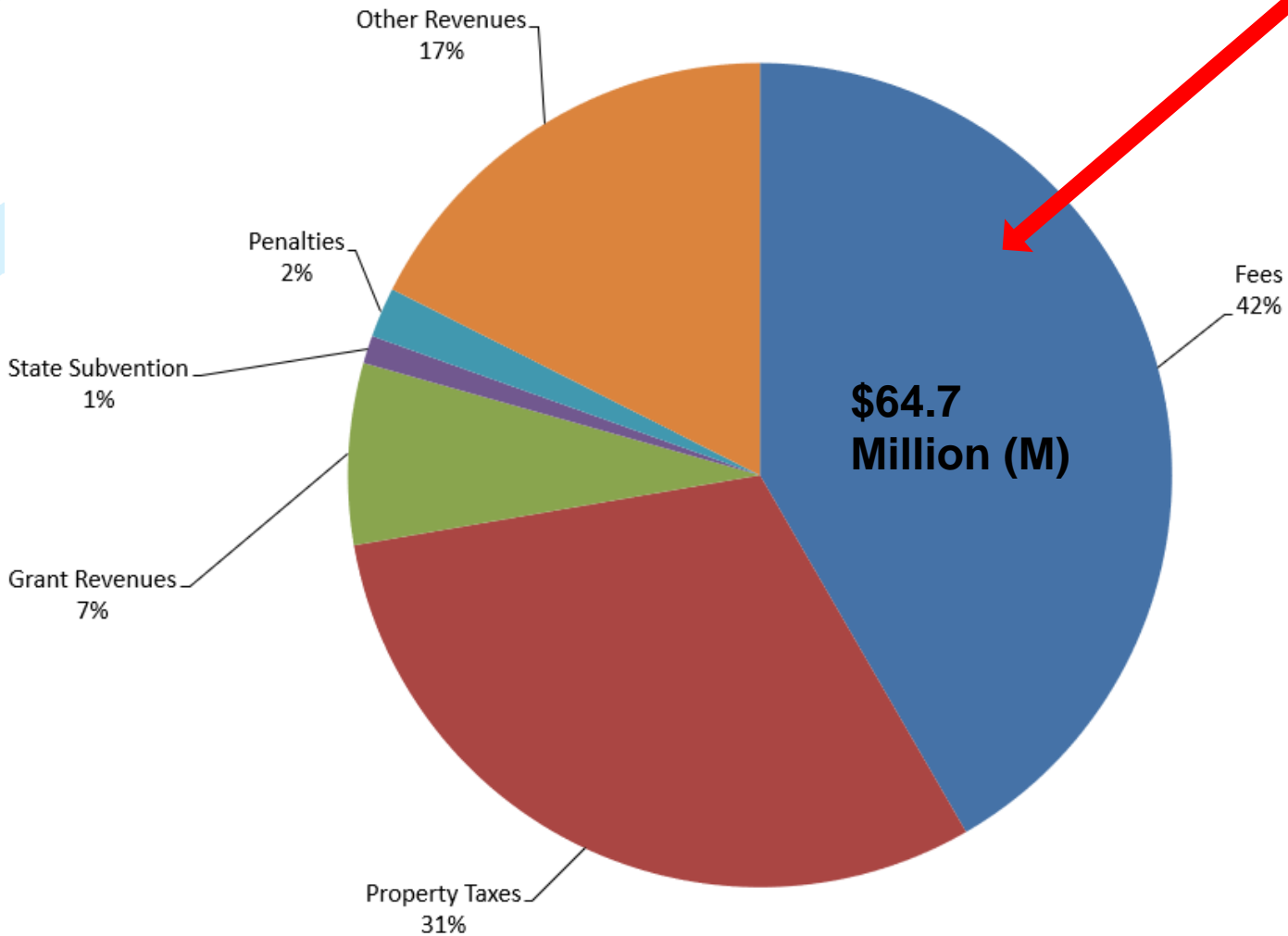
Mark Gage, Principal Air Quality Engineer, Engineering Division

Presentation Outline

- Cost Recovery Background
- Proposed Fee Regulation Amendments
- Amendment Impacts
- Budget and Rule Development Schedule
- Summary of Public Comments
- Receive Testimony and Comments

Cost Recovery Background

Revenue Sources in Fiscal Year End (FYE) 2024



- The Air District has many programs and activities that are funded with fees.
- Fees are governed by Regulation 3.
- Annually, we analyze whether revenue covers the cost of the work through **Cost Recovery**.

Cost Recovery Background

What programs/work (expenses) are supported by fees?*

Covered by Regulation 3 Fees	Not Covered by Regulation 3 Fees
<ul style="list-style-type: none">• Permitting programs• Notification programs (asbestos, open burn)• Inspections of regulated industries• Compliance assistance/enforcement of permitted and registered facilities• Source Testing at permitted facilities• Rule development for regulated industries• Emissions inventory from regulated industries• Facility-wide Health Risk Assessments	<ul style="list-style-type: none">• Ambient Air Monitoring• Climate change work for non-permitted sources• Communications• Mobile sources• Planning• Rule development for non-permitted sources• Strategic Incentives – “Grants” (e.g., wood-burning device replacement, Carl Moyer Program, Vehicle Buy-Back)

*These lists are not exhaustive.

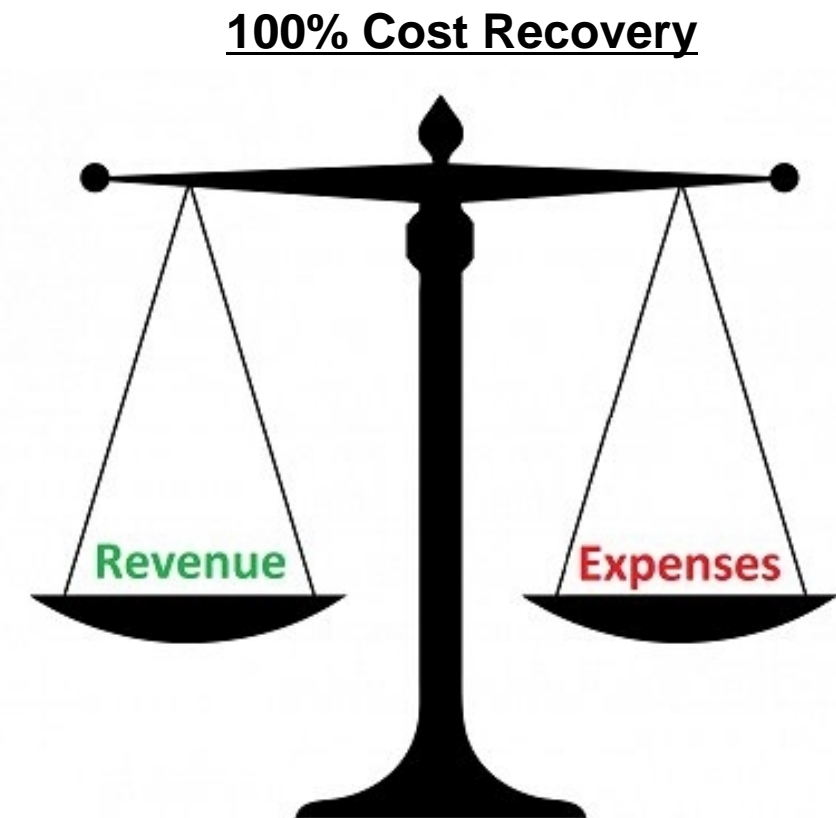
Cost Recovery Background

- Air District has the authority to recover the costs from its regulatory activities.
- In December 2022, the Board set a goal of 100% cost recovery.
- The Air District shall not “increase any existing fees for authority-to-construct permits or permits to operate by more than 15 percent in any calendar year.” California Health & Safety Code section 41512.7(b)

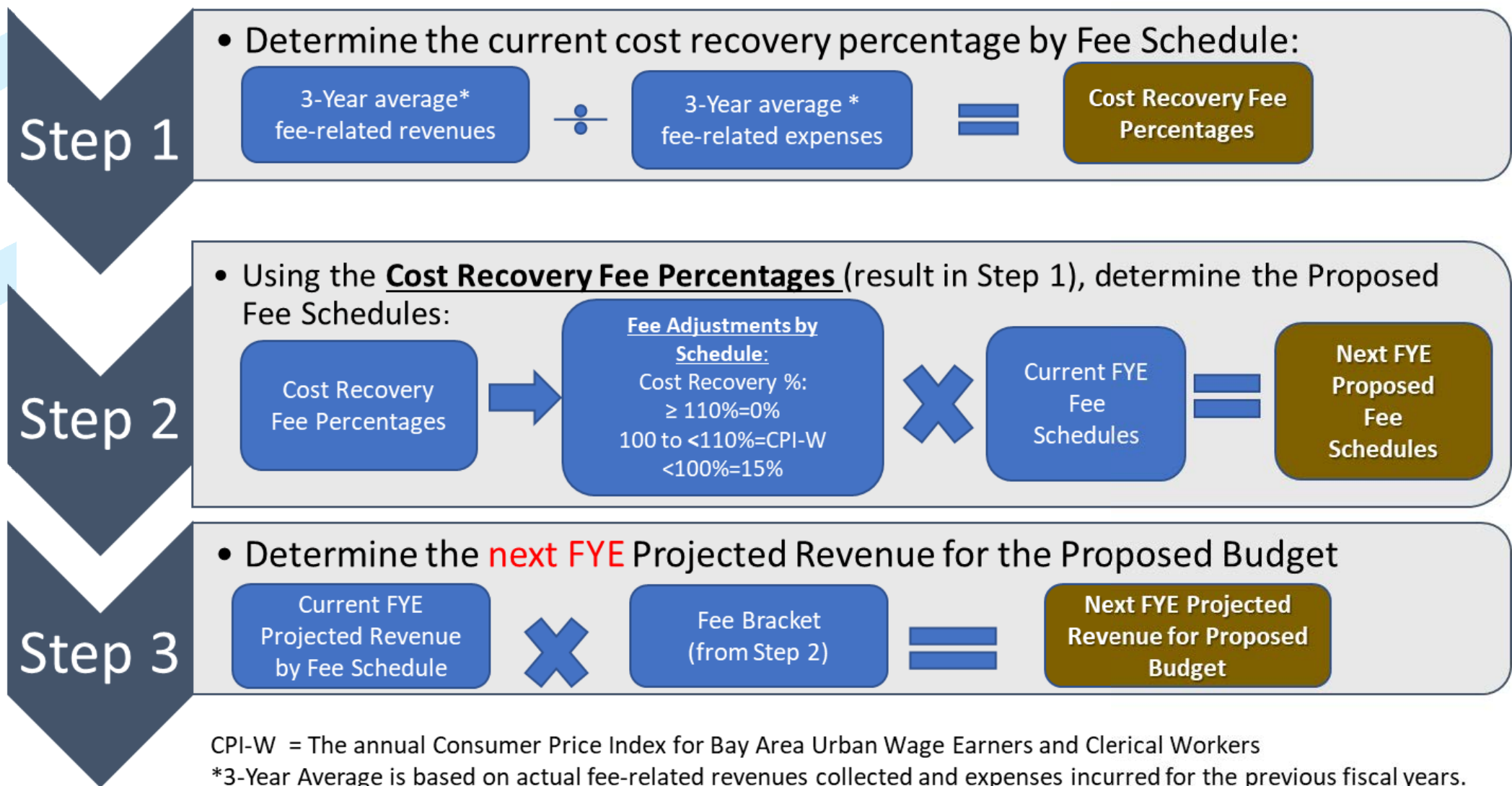
Cost Recovery Background (cont.)

Cost recovery is balancing the revenue collected with the expenses for the work.

- The ratio of revenue to expenses determines the level of cost recovery.
- The level of cost recovery determines how fees/fee schedules are amended and by what percentage.
- The cost recovery factors are not static.



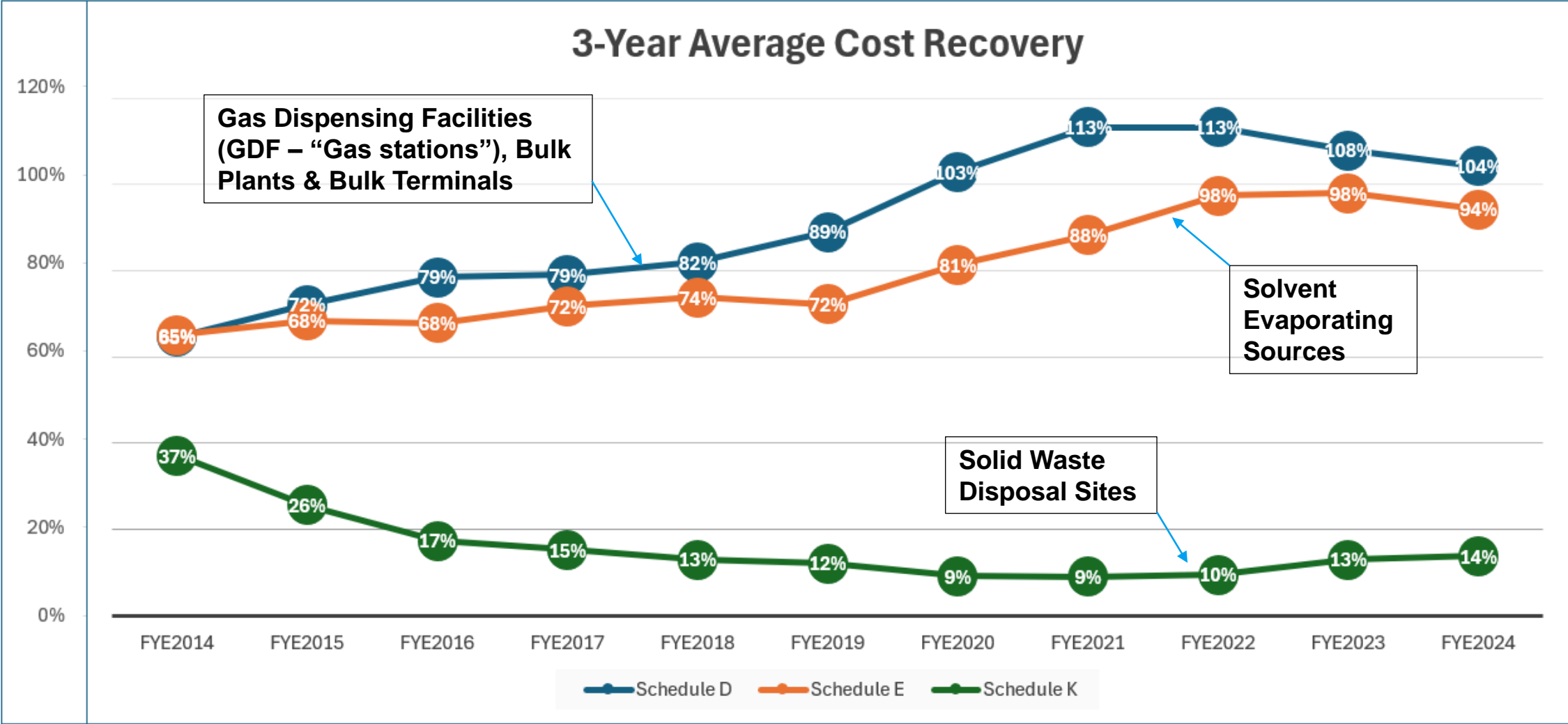
Cost Recovery Background (cont.)



Cost Recovery Background: Limitations

- Facilities or programs that are below cost recovery are not paying their fair share. The gap is closed with other revenue sources.
- Some fee schedules may take years to reach 100% cost recovery.
- Cost recovery analyzes past revenue and cost data.
- Cost recovery does not account for work backlog or level of service.
- Cost recovery does not account for required/future resource needs.
- A fee schedule's cost recovery rate does not reflect whether adequate resources exist.

Cost Recovery Background: Trends Example



Fiscal Year Ending 2023 updated with actual data since last year’s presentation

Cost Recovery Background: Trends

Overall Cost Recovery

	FYE 2010	FYE 2016	FYE 2017	FYE 2018	FYE 2019	FYE 2020	FYE 2021	FYE 2022	FYE 2023	FYE 2024
By Year	63.8%	81.4%	81.2%	83.0%	84.7%	83.2%	83.8%	85.9%	92.3%	87.7%
3-Year Average		81.4%	82.2%	81.9%	83.0%	83.6%	83.5%	84.3%	87.4%	88.7%

Cost Recovery Background

2022 - 2024 Average Revenue	Number of Fee Schedules (Change from 2024)	Percent of Fee Schedule Revenue
110% or more of costs	5 (NC)	21.7
100 to <110% of costs	2 (+1)	32.4
95 to < 100% of costs	0 (-2)	7.0
75 to < 95% of costs	3 (+1)	15.1
50 to < 75% of costs	6 (+1)	21.7
25 to < 50% of costs	3 (NC)	1.3
Less than 25% of costs	2 (-1)	0.7

Specific fee schedule cost recovery levels are published in the Cost Recovery reports.

NC = No change

Cost Recovery Background: Strategies

Presented options at the December 18, 2024 Finance and Administration Committee meeting. The Committee direction was to stay the course on the cost recovery strategy.

Revenue from Fee Schedule (3-year average)	FYE 2018	FYE 2019 & 2020	FYE 2021 (Covid)	FYE 2022	FYE 2023	FYE 2024 to Current
110% or more of costs	-	-	-	-	-	-
100 to <110% of costs	-	-	-	-	+15%	CPI-W
95 to < 100% of costs	CPI-W	CPI-W	-	CPI-W	+15%	+15%
85 to < 95% of costs	+7%	+7%	-	+7%	+15%	+15%
75 to < 85% of costs	+8%	+8%	-	+8%	+15%	+15%
50 to < 75% of costs	+9%	+9%	-	+9%	+15%	+15%
Less than 50% of costs	+9%	+15%	-	+15%	+15%	+15%

Proposed Fee Regulation Amendments

Proposed Changes to Fee Schedules

Revenue from Fee Schedule	Change in Fees	Fee Schedules	% of Fee Schedule Revenue
110% or more of costs	0%	C, L, N, R, T, V (except Marsh Management), X	21.7%
100 to <110% of costs	CPI-W 2.8% increase	B, D	32.4%*
Less than 100% of costs	15% increase	A, E, F, G1, G2, G3, G4, G5, H, K, P, S, V (Marsh Management fees only), W	45.9%

* Includes Schedule M revenue

Proposed Fee Regulation Amendments

Other Proposals

Schedule C – Stationary Containers for the Storage of Organic Liquids

- Align calculation for the Risk Assessment Fee (RAF) consistent with other schedules.

Schedule D.A – Gasoline Transfer at GDFs

- Increase the RAF by 15% in Schedule D.A.4.b consistent with existing GDFs for the same work.

Proposed Fee Regulation Amendments

Other Proposals

- Increase fees in Section 300, Schedule I and Schedule M by CPI-W.
- Update out-of-date references
- General language clean up

Proposed Fee Regulation Amendments

Update Small Business Definition: Section 3-209

Small Business: A business with no more than 10 employees and gross annual income of no more than \$750,000 that is not an affiliate of a non-small business.

Impact: Reduced Hearing Board fees & may qualify for reduced permit application fees.

Proposed change:

- Increase gross income limit from \$750,000 to \$1,500,000.

Amendment Impacts: Large Facilities

Petroleum Refineries

Annual Permit Fee Increase/Decrease By FYE							
	2024, % Fee Change			2025, % Fee Change			2026, Projected % Fee Change
	Predicted	Actual	2024 Renewal Fee	Predicted	Actual	2025 Renewal Fee	Proposed Budget
Chevron	8.1	1.6	\$4.5 million	8.5	9.3	\$5.0 million	9.7
Martinez Refining Co.	8.9	4.7	\$5.7 million	7.9	-0.2	\$5.7 million	4.4
Phillips 66	8.5	9.6	\$3.0 million	8.6	-6.2	\$2.8 million	3.8
Tesoro	-1.0	-21.6	\$1.5 million	9.1	16.5	\$1.9 million	-1.6
Valero	9.4	12.2	\$3.4 million	9.0	4.3	\$3.5 million	13.7

Amendment Impacts: Small Facilities

Facility Type	Current Renewal Fee: Not OBC	Current Renewal Fee: OBC	Proposed Renewal Fee: Not OBC	Proposed Renewal Fee: OBC
Backup Engine* (Schedule B)	\$547	\$626	\$563 2.8%	\$644 2.8%
GDF “Gas Station”** (Schedule Da)	\$2,781	\$3,180	\$2,859 2.7%	\$3,270 2.7%
Auto Body Shop* (Schedule E)	\$1,212	\$1,386	\$1,378 12.1%	\$1,576 12.1%
Coffee Roaster (Schedule F)	\$950	\$1,087	\$1,076 11.7%	\$1,231 11.7%
Dry Cleaning Machine (Schedule R)	\$259	\$259	\$259 0%	\$259 0%

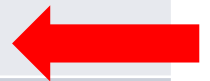
*Minimum fee – Permit fees are greater for larger engines

OBC = Overburdened community

**Common configuration with 6 islands with 3-triple product nozzles

Budget & Fee Regulation Schedule

Description	Date
Finance and Administration Committee briefing – Cost Recovery Strategy	December 18, 2024
Public workshop for Fee Regulation amendments	February 14, 2025
Written workshop comments on Fee Regulation due	March 17, 2025
Finance and Administration Committee briefing	March 19, 2025
Community Workshop on the Budget and Fee Regulation	April 10, 2025
Public hearing on budget & Fee Regulation to receive testimony	May 7, 2025
Written public hearing comments on proposed Fee Regulation due	May 16, 2025
Public hearing to consider adoption of budget and amendments to 16 fee schedules	June 4, 2025
Budget and fee amendments to 16 fee schedules effective, if adopted	July 1, 2025
Public hearing to consider adoption of amendments to 2 fee schedules	July 2, 2025



Summary of Public Comments

Key public comments received since April 16:

- There should be periodic workshops that report on expenditures and how service is improving with regards to high-fee schedules. (Western States Petroleum Association, WSPA)
- Staff should bill time to specific projects (e.g., facility, device) (WSPA)
- Concerned that some proposed fee increases are greater than the rate of inflation (City of Pinole)

Summary of Public Comments (cont.)

- Air District should evaluate the increase in permit cost to representative small, medium, and large businesses over the last 8 years. (California Council for Environmental and Economic Balance, CCEEB)
- Service is not improving, and costs are not being adequately contained. (CCEEB)
- Air District should delay fee increases until after the Corrective Action Plan has been implemented (CCEEB)
- Air District should forecast fee increases for 3-5 years so the regulated community can plan ahead. (CCEEB)

Recommended Action

No action is requested today – this public hearing is for considering and taking public testimony on the proposed amendments only.*

The Board of Directors will consider adoption of the proposed amendments to fee schedules A, B, D, E, F, G-1 through G-5, H, K, P and W, and other related changes, on **June 4, 2025**.

The Board of Directors will consider adoption of the proposed amendments to fee schedules S and V on **July 2, 2025**.*

*Any proposed amendments to Schedules L, R, S or V require two public hearings that are at least 30 days apart.

Questions?

For more information:

Fred Tanaka

Manager

Engineering Division

ftanaka@baaqmd.gov

BAY AREA AIR DISTRICT
Memorandum

To: Chairperson Lynda Hopkins and Members
of the Board of Directors

From: Philip M. Fine
Executive Officer/APCO

Date: May 7, 2025

Re: Annual Report, Budget, and Director Appointments of the Bay Area Clean Air
Foundation

RECOMMENDED ACTION

- Approve the Foundation Board's adoption of the amended 2025 Budget and the 2026 Budget; and
- Reappoint Foundation Board members Karen Schkolnick and Regan Patterson to two-year terms as Directors of the Foundation.

BACKGROUND

The Board of Directors, at its July 9, 2008, meeting, approved the establishment of an Air District foundation. In September 2009, the Foundation was established. The purposes of the Foundation are to:

- Provide financial, administrative, programmatic, and other forms of support to the Air District; and
- Engage in activities that further such purposes.

The Foundation funds various air quality emissions reduction, educational and service programs to support the mission of the Air District, which is "to protect public health, reduce historical and current environmental inequities, and mitigate climate change and its impacts."

The Foundation Board met on March 27, 2025, to review the annual report and make recommendations to the Air District's Board of Directors, as the Sole Member of the Foundation.

Pursuant to the Foundation's Bylaws, the Air District's Board of Directors must approve the Foundation Board's adoption of the annual budget.

DISCUSSION

The Foundation's Board of Directors made the following recommendations to the Board of Directors to:

- Accept the 2025 annual report;
- Approve the Foundation's adoption of the amended 2025 budget and the 2026 budget by the Foundation; and
- Appoint Karen Schkolnick and Dr. Regan Patterson for their final two-year terms as Directors of the Foundation.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The amendment to the 2025 budget is primarily due to an increase of approximately \$120,000 in project distributions, which subsequently led to an increase in the estimated subsidy costs from \$10,600 to approximately \$21,500. The 2026 budget totaling \$21,800 accounts for administrative program cost only.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Minda Berbeco

ATTACHMENT(S):

1. Annual Report of the Bay Area Clean Air Foundation
2. Annual Report of the Bay Area Clean Air Foundation Presentation



BAY AREA
CLEAN AIR
FOUNDATION

2024 ANNUAL REPORT

1. Background

On July 9, 2008, the Bay Area Air Quality Management District (Air District) Board of Directors approved the establishment of an Air District foundation. As a result of that action, the Bay Area Clean Air Foundation (Foundation) was established in September 2008. The purposes of the Foundation are to:

- *Provide* financial, administrative, programmatic, and other forms of support to the Air District; and
- *Engage* in activities that further such purposes.

The Foundation serves to fund various air quality emissions reduction, and educational and service programs to support the mission of the Air District, which is “*to protect public health, reduce historical and current environmental inequities, and mitigate climate change and its impacts.*”

Directors and Officers

The Directors of the Foundation in calendar year 2024 were as follows:

Arsenio Mataka
Regan Patterson, PhD
Karen Schkolnick

The Foundation’s Officers in calendar year 2024 were as follows:

Dr. Philip M. Fine, President
Stephanie Osaze, CFO
Lisa Fasano, Secretary
Somerset Perry, General Counsel

2. Report on the Foundation's Activities

This report provides a summary of the proposed budget for the upcoming fiscal year, the financial report for the prior fiscal year, and the programmatic activities related to funds received.

Funding Programs Background

The Foundation currently has 3 unique funding sources: the California Environmental Quality Act (CEQA) Offsite Mitigation Program, the Reformulated Gas Settlement (RFG), and the Shoreline Terminals LLC Settlement. The CEQA Offsite Mitigation Program is an ongoing and open program designed to provide CEQA offsets for development projects. The RFG funds were the result of the settlement of 14 class action lawsuits against Union Oil Company of California and Unocal Corporation and provided financial incentives to support the adoption of zero and near-zero emission equipment and vehicles along the industrial Bay-side-corridor of the East Bay. The Shoreline Terminal funds were the result of a settlement against the company for improper loading of petroleum products. More details about the program activity are below.

Programmatic Update:

Status of Prior-year Revenue and Active Projects:

In 2024, the Foundation had one active, ongoing Mitigation Project Agreement for the Mission Rock Mixed-Use Development Project as part of the Foundation's CEQA Offsite Mitigation Program. The Foundation expended \$62,500 in project funds for vehicles in San Francisco to participate in the Air District's Vehicle Buy Back program and approximately \$6,200 in administrative funds.

For the RFG program, as of December 31, 2024, there are 8 active projects totaling \$1.71 million.

Table 1 below shows the status of the 8 active projects funded by the RFG.

Table 1. Summary of All Projects and Applications from RFG funding

Project Sponsor	RFG Funds Contracted/ Awarded	Description	Status	Location
Wyse Logistics	\$40,200	3 forklifts and 1 terminal tractor	Contracted on 2/4/2019. Amended on 11/13/19 and 1/28/20.	Oakland
Hayward Unified School District	\$94,000	45 electric vehicle charging stations for light duty vehicles	Contracted on 1/11/2019. Amended on 7/16/21.	Hayward

EVgo Services	\$389,400	8 electric vehicle charging stations for light duty vehicles	Contracted on 10/10/2019. Amended on 11/2/20, 10/25/21, 6/8/22, 1/4/23, 5/15/23 and 8/14/23.	Oakland
Oakland Maritime Services	\$39,400	1 terminal tractor	Contracted on 8/13/19.	Oakland
GSC Logistics	\$80,000	1 terminal tractor	Contracted on 9/24/19.	Oakland
Oakland Pallet Company	\$80,000	1 terminal tractor	Contracted on 1/7/2020. Amended on 10/25/21. Equipment in service.	San Lorenzo
Alameda County	\$25,286	4 electric vehicles	Contracted on 8/6/2020. Amended on 9/14/21. Equipment in service.	Oakland
Züm Services, Inc.	\$423,674	74 electric vehicle charging stations for electric school buses	Contracted on 12/8/2023.	Oakland
Total	\$ 1,171,960			
CASS, Inc.	\$102,390	Withdrawn		
Züm Services, Inc.	\$173,800	Withdrawn		
City of Berkeley	\$67,214	Withdrawn		
Another Corporate ISP LLP (DBA Monkeybrains ISP)	\$14,940	Withdrawn		

One additional RFG projects for EV charging from an earlier funding cycle continue to be monitored and expect to be closed out in 2025.

2025 Workplan:

In 2025, the Foundation will be paying and closing out the majority of the RFG projects. In addition, there is approximately \$257,000 from a settlement with Shoreline Terminals LLC available for award. The Foundation, in partnership with the Air District, will be working to identify projects that qualify for remaining Shoreline Terminal funds in 2025.

Additionally, the Foundation, in partnership with the Air District, will also be available to offer the option of offsets for offsite CEQA mitigation on a case-by-case basis for new development projects that may exceed Air District established CEQA thresholds that cannot be feasibly fully mitigated on-site. In these situations, the Foundation and the Air District work to determine the project(s) best suited based on criteria including air pollutants to be reduced, project site location, cost-effectiveness, and other

considerations. Staff also work to identify projects that are closest to where emissions exceedances may be occurring and, whenever possible, to prioritize project funding to benefit communities with the highest rates of air pollution.

Courts have recently ruled that emissions reductions from offset programs must be

- ✓ Real and permanent
- ✓ Voluntary, surplus, and not otherwise required
- ✓ Quantifiable

An example of a recently completed offset project is the Related Santa Clara development that contracted with the Foundation to help offset up to one ton of potential excess unmitigable NOx emissions from construction of a mixed-use development in Santa Clara. On December 22, 2021, the developer transferred \$50,000 to the Foundation, including \$5,000 for administrative costs and up to \$45,000 for direct project costs. This contract resulted in the dismantling of 32 1997-and-older-model year vehicles that were registered to residents of Santa Clara and San Mateo counties through the Air District's Vehicle Buy Back program. The developer subsequently notified the Foundation that no exceedance occurred in either 2021 or 2022.

3. Financials and Budget

2024 Financial Summary

As of December 31, 2024, the Foundation had a cash balance of \$928,507.91. The following is an accounting of the Foundation's operations for the 2024 calendar year:

	Reformulated Gas Funds	Shoreline Terminal	Air District Subsidy	Total
January 1, 2024 Beginning Cash Balance	714,413.33	257,115.72	-	971,529.05
Operating Revenues				
Interest Income	184.14	48.72	-	232.86
Funds Received	408,734.00	-	31,195.28	439,929.28
Total Revenues	408,918.14	48.72	31,195.28	440,162.14
Operating Expenses				
Administrative Overhead/Support		-	23,641.47	23,641.47
Reformulated Gas Projects	451,967.00	-	-	451,967.00
Tax Filing Services	-	-	4,800.00	4,800.00
Insurance	-	-	1,683.81	1,683.81
Other charges	18.00	3.00	1,070.00	1,091.00
Total Expenses	451,985.00	3.00	31,195.28	483,183.28
December 31, 2024 Ending Cash Balance	671,346.47	257,161.44	-	928,507.91

The Amended 2025 Budget and the 2026 Budget

The amendment to the 2025 budget is primarily due to an increase of approximately \$120,000 in project distributions, which subsequently led to an increase in the estimated subsidy costs from \$10,600 to approximately \$21,500.

	Original Budget Calendar Year 2025	Amended Budget Calendar Year 2025	Budget Calendar Year 2026
Revenues/Sources			
Interest Income	200	200	200
General Fund Subsidy	10,600	21,500	21,600
Total Revenue	10,800	21,700	21,800
Transfer from/(to) Cash Balance	5,000	120,000	-
Total Revenue/Sources	\$ 15,800	\$ 141,700	\$ 21,800
Expenditures			
Administrative Overhead/Support	10,000	15,000	15,000
Program/Project Distributions	-	120,000	-
Tax Filing Services	4,200	4,900	5,000
Insurance Premium	1,500	1,700	1,700
Other Charges	100	100	100
Total Expenditures	\$ 15,800	\$ 141,700	\$ 21,800



Bay Area Clean Air Foundation

Board of Directors Meeting

May 7, 2025

Minda Berbeco, PhD, Consultant

Danica Winston, Consultant

Bay Area Clean Air Foundation

Bay Area Clean Air Foundation (Foundation) Background



Created in 2008 to:

- Provide financial, administrative, programmatic, and other forms of support to the Air District; and
- Engage in activities that further such purpose

2024 Progress & Updates

Off-site Mitigation Funds: Mission Rock Project

- \$62,500 expended in project funding and \$6,200 in administrative funds
- 48 Vehicle Buy Back scrappage projects in San Francisco

Reformulated Gas Settlement Fund

- Has funded three cycles (from 2009 – 2025)
- 3rd and final cycle: \$1.71 million (M) funds awarded
 - Eight projects funded; currently in monitoring phase

2025 Workplan

- Continue to monitor active projects and award remaining prior year revenue: \$257,000 - Shoreline Terminals LLC
- Oversee and administer currently funded projects
- Respond to new requests for Foundation to provide offsite mitigation support for California Environmental Quality Act
- Continue to evaluate opportunities for donations and new funding

2024 Financial Summary

	Reformulated Gas Funds	Shoreline Terminal	Air District Subsidy	Total
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Tax Filing Services	-	-	4,800.00	4,800.00
Insurance	-	-	1,683.81	1,683.81
Other charges	18.00	3.00	1,070.00	1,091.00
Total Expenses	451,985.00	3.00	31,195.28	483,183.28
December 31, 2024 Ending Cash Balance	671,346.47	257,161.44	-	928,507.91

Proposed 2025 Amended and 2026 Budget

	Original Budget Calendar Year 2025		Amended Budget Calendar Year 2025		Budget Calendar Year 2026
Revenues/Sources					
Interest Income	200		200		200
General Fund Subsidy	10,600		21,500		21,600
Total Revenue	10,800		21,700		21,800
Transfer from/(to) Cash Balance	5,000		120,000		-
Total Revenue/Sources	\$ 15,800		\$ 141,700		\$ 21,800
Expenditures					
Administrative Overhead/Support	10,000		15,000		15,000
Program/Project Distributions	-		120,000		-
Tax Filing Services	4,200		4,900		5,000
Insurance Premium	1,500		1,700		1,700
Other Charges	100		100		100
Total Expenditures	\$ 15,800		\$ 141,700		\$ 21,800

Foundation Officers and Directors 2024 & 2025

2024 Officers

- Dr. Philip M. Fine, President
- Stephanie Osaze, CFO*
- Lisa Fasano, Secretary
- Somerset Perry, General Counsel

2024 Directors

- Arsenio Mataka
- Regan Patterson, PhD
- Karen Schkolnick

*CFO = Chief Financial Officer

2025 Officers

- Dr. Philip M. Fine, President
- Stephanie Osaze, CFO
- Lisa Fasano, Secretary
- Somerset Perry, General Counsel

2025 Directors

- Arsenio Mataka
- Regan Patterson, PhD**
- Karen Schkolnick**

** Pending reappointment by the Bay Area Air District Board as sole member

Recommended Action

- Approve the Foundation Board's Adoption of the Amended 2025 Budget and the 2026 Budget
- Reappoint Foundation Board members Karen Schkolnick and Regan Patterson to two-year terms as Directors of the Foundation

Questions?

For more information:

Minda Berbeco, PhD

Consultant

mberbeco@baaqmd.gov

BAY AREA AIR DISTRICT
Memorandum

To: Chairperson Lynda Hopkins and Members
of the Board of Directors

From: Philip M. Fine
Executive Officer/APCO

Date: May 7, 2025

Re: Consideration of State Legislation

RECOMMENDED ACTION

Adopt the following positions on current State Legislation introduced as an Assembly Bill (AB) or a Senate Bill (SB):

- Support AB 674 (Connolly) – Clean Cars 4 All Program
- Support AB 1106 (Rodriguez) – State Air Resources Board: regional air quality incident response program
- Support AB 1352 (Solache) – Community air protection programs: financial support
- Support SB 69 (McNerney) – Clean Cars 4 All Program
- Work with Author AB 914 (Garcia) – Air pollution: indirect sources: toxic air contaminants
- Watch SB 34 (Richardson) – Air pollution: South Coast Air Quality Management District: mobile sources: public seaports

The Policy, Grants, and Technology Committee (Committee) voted to recommend these items for Board adoption at its meeting on April 16, 2025.

BACKGROUND

The first year of the two-year 2025-26 State Legislative Session began on December 2, 2024. The Legislature reconvened on January 6, 2025, and the last day for the introduction of bills was February 21, 2025. Bills can be heard in committee 31 days after being introduced, with mid-March as the start of committee bill hearings.

At the April 16, 2025, Committee meeting, the Committee discussed and considered the staff recommendations AB 674 (Connolly), AB 914 (Garcia), AB 1106 (Rodriguez), AB 1352 (Solache), and SB 69 (McNerney) and voted to recommend the Board adopt the staff recommendations. The Committee also discussed SB 34 (Richardson) and voted to recommend the Board adopt a “Watch” position.

DISCUSSION

The Board will consider the Committee's recommendations to adopt the following positions on current State legislation:

AB 674 (Connolly) – Clean Cars 4 All Program.

CapitolTrack Summary: Current law establishes the Clean Cars 4 All Program, which is administered by the State Air Resources Board, to focus on achieving reductions in the emissions of greenhouse gases, improvements in air quality, and benefits to low-income state residents through the replacement of high-polluter motor vehicles with cleaner and more efficient motor vehicles or a mobility option. Current law requires the implementing regulations to ensure that the program complies with certain requirements. This bill would require the implementing regulations for the Clean Cars 4 All Program to additionally ensure that, among other things, incentives provided under the program are available in all areas of the state and that, in those areas where a local air district has not elected to participate in the program to manage the distribution of incentives within its jurisdiction, the state board manages the distribution of incentives to eligible residents of those areas, as specified. The bill would make certain conforming changes in that regard. (Based on 03/10/2025 text)

Status: AB 674 was introduced on February 14, 2025, and was amended on March 10, 2025, to include substantive language. This bill was double-referred to the Assembly Transportation Committee and the Assembly Natural Resources Committee. The bill passed the Assembly Transportation Committee on April 7, 2025, and passed the Assembly Natural Resources Committee on consent on April 21, 2025. The bill will next be heard in the Assembly Appropriations Committee on April 30, 2025.

Committee Recommendation: Support

AB 1106 – (Rodriguez) – State Air Resources Board: regional air quality incident response program.

CapitolTrack Summary: Current law generally designates the State Air Resources Board as the state agency with the primary responsibility for the control of vehicular air pollution, and air pollution control districts and air quality management districts with the primary responsibility for the control of air pollution from all sources other than vehicular sources. Current law requires the state board to inventory sources of air pollution within the air basins of the state, determine the kinds and quantity of air pollutants, and monitor air pollutants in cooperation with districts and other agencies. This bill would require the state board to expand its incident air monitoring program, subject to an appropriation by the Legislature for those purposes, to provide support for a regional network of air quality incident response centers operated by air districts, including at least one located in the South Coast Air Quality Management District, in order to facilitate emergency air monitoring response at the local and regional level. Prior to the state board establishing an air quality incident response center within an air district, the bill would require the state board to coordinate and develop operational plans for the air quality incident response centers with the relevant air districts. (Based on 03/24/2025

text)

Status: AB 1106 was introduced on February 20, 2025, and was amended on March 24, 2025, to include substantive language. The bill was referred to the Assembly Natural Resources Committee and passed on April 28, 2025. The bill will next be heard in the Assembly Appropriations Committee – hearing date pending.

Committee Recommendation: Support

AB 1352 (Solache) – Community air protection programs: financial support.

CapitolTrack Summary: The California Global Warming Solutions Act of 2006 authorizes the State Air Resources Board to include in its regulation of those emissions the use of market-based compliance mechanisms. Current law requires all moneys, except for fines and penalties, collected by the state board from the auction or sale of allowances as part of a market-based compliance mechanism to be deposited in the Greenhouse Gas Reduction Fund. Current law continuously appropriates portions of the fund for various purposes. Current law requires the state board to implement various programs to improve air quality, including air monitoring programs, grant programs, community emissions reduction programs, programs to reduce mobile and stationary sources of criteria air pollutants or toxic air contaminants, and various incentive programs to purchase or retrofit vehicles that meet specified criteria. This bill would continuously appropriate 10% of the annual proceeds of the fund to the state board to provide funding for purposes of awarding grants, providing technical assistance, supporting community participation, and offering incentives in connection with specified programs to improve air quality, thereby making an appropriation. (Based on 03/24/2025 text)

Status: AB 1352 was introduced on February 21, 2025, and was amended on March 24, 2025, to include substantive language. The bill was referred to the Assembly Natural Resources Committee – hearing date pending.

Committee Recommendation: Support

SB 69 (McNerney) – Clean Cars 4 All Program.

CapitolTrack Summary: Current law establishes the Clean Cars 4 All Program, which is administered by the State Air Resources Board, to focus on achieving reductions in the emissions of greenhouse gases, improvements in air quality, and benefits to low-income state residents through the replacement of high-polluter motor vehicles with cleaner and more efficient motor vehicles or a mobility option. Under current law, the distribution of incentives under the program is implemented in air pollution control and air quality management districts that choose to participate in the program and through a statewide program. This bill would authorize a participating air district to submit a disbursement request to the state board for an amount equal to its previous 4 months of expenditures under the program if it determines that its balance of available funding for the program is less than the total amount of its expenditures under the program over the previous 4 months. If there are sufficient funds available from funds allocated to the program to

cover the amount in the disbursement request while retaining a specified reserve, the bill would require the state board to issue the requested amount of funding to the air district within 60 days of the submittal of the disbursement request. (Based on 04/24/2025 text)

Status: SB 69 was introduced on January 14, 2025, was gut and amended on March 24, 2025, and amended on April 24, 2025. The bill was referred to the Senate Environmental Quality Committee and passed on consent on April 23, 2025. The bill will next be heard in the Senate Appropriations Committee on May 5, 2025.

Committee Recommendation: Support

AB 914 (Garcia) – Air pollution: indirect sources: toxic air contaminants.

CapitolTrack Summary: Current law generally designates the State Air Resources Board as the state agency with the primary responsibility for the control of vehicular air pollution, and air pollution control districts and air quality management districts with the primary responsibility for the control of air pollution from all sources other than vehicular sources. Current law authorizes air districts to adopt and implement regulations to reduce or mitigate emissions from indirect sources of air pollution. This bill would require the state board to adopt and enforce rules and regulations applicable to indirect sources of emissions, as specified. If the state board elects to exercise that authority, the bill would require the state board to establish a schedule of fees on facilities and mobile sources to cover the reasonable costs of implementing and enforcing the regulations and would require the fees to be deposited in the Air Pollution Control Fund and made available to the state board upon appropriation by the Legislature. (Based on 03/24/2025 text)

Status: AB 914 was introduced on February 19, 2025, and was amended on March 24, 2025, to include substantive language. This bill was referred to the Assembly Natural Resources Committee and passed on April 28, 2025. The bill will next be heard in the Assembly Appropriations Committee – hearing date pending.

Committee Recommendation: Work With Author

SB 34 (Richardson) – Air pollution: South Coast Air Quality Management District: mobile sources: public seaports.

CapitolTrack Summary: Current law authorizes air districts to adopt and implement regulations to reduce or mitigate emissions from indirect sources of air pollution. Current law provides for the creation of the South Coast Air Quality Management District in those portions of the Counties of Los Angeles, Orange, Riverside, and San Bernardino included within the area of the South Coast Air Basin, as specified. Current law requires the district to adopt rules and regulations to carry out the south coast district air quality management plan that are not in conflict with state and federal laws and rules and regulations and requires those rules and regulations to provide for indirect source controls under certain circumstances. Pursuant to its authority, the district has proposed Rule 2304, which would require the Ports of Long Beach and Los Angeles to each

develop a comprehensive plan for charging and fueling infrastructure for equipment, vehicles, and vessels used in port operations and whose source of propulsion energy or other use of energy, or both, is not, or is not primarily, derived from combustion of conventional fuels. This bill would, in the event the board of the district takes an action, as defined, require the action to, among other things, require those ports to prepare assessments of energy demand and supply, cost estimates, and funding source, workforce, and environmental impacts and create a process by which those ports can request extensions to the timelines developed to achieve the action's targets. The bill would also prohibit the action from, among other things, imposing a cap on cargo throughput or limiting operations at the ports. The bill would repeal its provisions on January 1, 2036. (Based on 04/21/2025 text)

Status: SB 34 was introduced on December 2, 2024, and was amended on March 24, 2025, April 10, 2025, and April 21, 2025. This bill was double-referred to the Senate Environmental Quality Committee and the Senate Transportation Committee. The bill passed the Senate Environmental Quality Committee on April 23, 2025, and passed the Senate Environmental Quality Committee on April 28, 2025. The bill will next be heard in the Senate Appropriations Committee – hearing date pending.

Committee Recommendation: Watch

Additional bill information may be found on the [California Legislative Information](#) website.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Alan Abbs
Reviewed by: Viet Tran

ATTACHMENT(S):

1. AB 674 (Connolly) - Bill Text - As Amended on March 10, 2025
2. AB 914 (Garcia) - Bill Text - As Amended on March 24, 2025
3. AB 1106 (Rodriguez) - Bill Text - As Amended on March 24, 2025
4. AB 1352 (Solache) - Bill Text - As Amended on March 24, 2025
5. SB 69 (McNerney) - Bill Text - As Amended on April 24, 2025
6. SB 34 (Richardson) - Bill Text - As Amended on April 21, 2025
7. Consideration of State Legislation Presentation

AMENDED IN ASSEMBLY MARCH 10, 2025

CALIFORNIA LEGISLATURE—2025–26 REGULAR SESSION

ASSEMBLY BILL

No. 674

Introduced by Assembly Member Connolly
(Coauthor: Assembly Member Schiavo)

February 14, 2025

~~An act to amend Section 17000 of the Health and Safety Code, relating to housing.~~ *An act to amend Sections 44124.5, 44125.5, and 44127 of, and to add Section 44128 to, the Health and Safety Code, relating to air pollution.*

LEGISLATIVE COUNSEL'S DIGEST

AB 674, as amended, Connolly. ~~Employee Housing Act.~~ *Clean Cars 4 All Program.*

Existing law establishes the Clean Cars 4 All Program, which is administered by the State Air Resources Board, to focus on achieving reductions in the emissions of greenhouse gases, improvements in air quality, and benefits to low-income state residents through the replacement of high-polluter motor vehicles with cleaner and more efficient motor vehicles or a mobility option. Existing law requires the implementing regulations to ensure that the program complies with certain requirements.

This bill would require the implementing regulations for the Clean Cars 4 All Program to additionally ensure that, among other things, incentives provided under the program are available in all areas of the state and that, in those areas where a local air district has not elected to participate in the program to manage the distribution of incentives within its jurisdiction, the state board manages the distribution of incentives to eligible residents of those areas, as specified. The bill

would make certain conforming changes in that regard. The bill would require, as one of the program goals for replacement of passenger vehicles and trucks, the state board to prioritize vehicle retirement in areas of the state that meet specified criteria. The bill would also require the state board to update the guidelines for the program no later than July 1, 2027, as specified.

Existing law requires the state board to annually post on its internet website a performance analysis of the replacement and mobility options component of the Clean Cars 4 All Program that includes an evaluation of the funding for targeted outreach in low-income or disadvantaged communities, as specified.

This bill would require that analysis to additionally include an evaluation of the funding for targeted outreach in low-income or disadvantaged communities with the highest number of vehicles manufactured before 2004 or that are at least 20 years old, as specified.

Existing law requires the state board to consider certain metrics in allocating funding under the program to local air districts participating in the program, and to the statewide program, including the number of vouchers deployed and the population in eligible program ZIP Codes.

This bill would require the state board, in allocating funding to local air districts participating in the program and to the portion of the program managed by the state board, to consider additional metrics, including the total value of vouchers deployed and a specified metric for retired vehicles, and would delete the requirement to consider the population in eligible ZIP Codes.

The bill would also require the state board, in coordination with local air districts and specified organizations, to establish a means-based strategy to identify potential recipients of incentives under the Clean Cars 4 All Program that meet certain criteria and, as part of that strategy, require an increased incentive to be provided under the program to those individuals.

~~The Employee Housing Act, among other things, requires that buildings used for human habitation, and buildings accessory thereto, comply with the building standards in the California Building Standards Code relating to employee housing, as defined.~~

~~This bill would make a nonsubstantive change to the provision naming that act.~~

Vote: majority. Appropriation: no. Fiscal committee: ~~no~~ yes.
State-mandated local program: no.

The people of the State of California do enact as follows:

SECTION 1. (a) The Legislature finds and declares all of the following:

(1) Two-thirds of the most polluted counties in the nation, by year-round particulate pollution, are in California.

(2) In California, the transportation sector accounts for 50 percent of the state's greenhouse gas emissions and nearly 80 percent of the nitrogen oxides pollution. Air pollution from on-road transportation, particularly from older vehicles, is inequitably distributed across California, exposing Black and Latino communities to disproportionately higher levels of particulate matter that can cause lung disease, cardiovascular disease, and cancer.

(3) Although pre-2004 vehicles make up only 19 percent of the vehicles on California roads, they are responsible for 73 percent of all nitrogen oxides exhaust from passenger vehicles and 64 percent of reactive organic gases.

(4) To rapidly transition into cleaner transportation, in 2019 the Legislature created a program, which previously only existed in the South Coast Air Quality Management District and the San Joaquin Valley Unified Air Pollution Control District. The Clean Cars 4 All Program was established to provide incentives to vehicle owners to voluntarily retire gross polluting vehicles and achieve emissions reductions in nonattainment areas.

(5) In addition to providing incentives, California is implementing a Zero Emission Vehicle (ZEV) Market Development Strategy to ensure 100 percent of in-state new passenger car and truck sales will be zero-emission by 2035.

(6) A core component of the ZEV Market Development Strategy is ensuring equity in every decision so that communities suffering most from a combination of economic, health, and environmental burdens are actively prioritized and directly benefit from public investment through increased zero-emission mobility options and cleaner air.

(b) It is the intent of the Legislature that the transition into zero-emission transportation occur in an equitable manner to be achieved by offering the most vulnerable populations access to clean transportation incentives and ensuring that those incentives

1 *are continuously available to communities most burdened with air*
2 *pollutants so limited public investments have the greatest impact.*

3 *(c) It is further the intent of the Legislature to reduce vehicle*
4 *emissions in the fastest, most efficient, and equitable manner.*

5 *SEC. 2. Section 44124.5 of the Health and Safety Code is*
6 *amended to read:*

7 44124.5. (a) The Clean Cars 4 All Program is hereby
8 established and is to be administered by the state board to focus
9 on achieving reductions in the emissions of greenhouse gases,
10 improvements in air quality, and benefits to low-income state
11 residents through the replacement of high-polluter motor vehicles
12 with cleaner and more efficient motor vehicles or a mobility option.

13 (b) Beginning in the 2018–19 fiscal year, and every fiscal year
14 thereafter, the state board shall set specific, measurable goals for
15 the replacement of passenger vehicles and light- and medium-duty
16 trucks that are high polluters. *As one of these goals, the state board*
17 *shall prioritize vehicle retirement in areas of the state that have*
18 *the highest percentage of people residing in disadvantaged and*
19 *low-income communities and the highest number of vehicles*
20 *manufactured prior to 2004 or that are at least 20 years old.*

21 (c) The state board shall take steps to meet the goals set forth
22 pursuant to subdivision (b). The steps shall include, but need not
23 be limited to, updating the guidelines for Clean Cars 4 All no later
24 ~~than January July 1, 2019.~~ 2027.

25 (d) The regulation implementing this section shall ensure all of
26 the following:

27 (1) Where applicable, there is improved coordination,
28 integration, and ~~partnerships~~ *partnership* with other programs that
29 target disadvantaged communities and receive moneys from the
30 Greenhouse Gas Reduction Fund, created pursuant to Section
31 16428.8 of the Government Code.

32 (2) The state board ~~shall coordinate~~ *coordinates* with districts
33 and local nonprofit and community organizations, prioritizing
34 those organizations that have a strong and ongoing local presence
35 in areas within the district, to identify barriers to accessing Clean
36 Cars 4 All and to develop outreach protocols and metrics to assess
37 the success of outreach across the districts.

38 (3) The replacement or a mobility option is consistent with
39 paragraph (6) of subdivision (d) of Section 44125.

1 (4) Provisions enhance the prescreening of applicants to Clean
2 Cars 4 All, if determined by the state board to be appropriate.

3 (5) By January 1, 2025, all hybrid vehicles purchased using an
4 incentive are capable of plug-in charging.

5 (6) *The incentives provided under the Clean Cars 4 All Program*
6 *are available in all areas of the state. In those areas where a*
7 *district has not elected to participate in the Clean Cars 4 All*
8 *Program to manage the distribution of incentives within its*
9 *jurisdiction, the state board shall manage the distribution of*
10 *incentives under the Clean Cars 4 All Program to eligible residents*
11 *of those areas in accordance with the requirements of the Clean*
12 *Cars 4 All Program. The state board shall not manage the*
13 *distribution of incentives in the jurisdiction of a district if the*
14 *district has elected to participate in the program to distribute*
15 *incentives within its jurisdiction.*

16 (7) *The application process and procedures for delivering*
17 *available funding for the Clean Cars 4 All Program include*
18 *performance metrics specified in Sections 44125.5 and 44127 for*
19 *evaluating funding delivery and program administration and*
20 *implementation.*

21 (8) *The state board establishes triggers and procedures for*
22 *reallocating funds from portions of the Clean Cars 4 All Program*
23 *managed by districts or by the state board that have a surplus of*
24 *funds to other portions of the Clean Cars 4 All Program managed*
25 *by other districts or the state board that have exhausted program*
26 *funding and have demonstrated a need.*

27 (9) *The state board tracks and reports all Clean Cars 4 All*
28 *Program data at the census tract level to support eligibility criteria*
29 *that offers increased incentives for residents of disadvantaged*
30 *communities.*

31 (e) The state board shall ensure that incentives awarded under
32 the Clean Cars 4 All Program are awarded in accordance with
33 Section 44258.7.

34 SEC. 3. *Section 44125.5 of the Health and Safety Code is*
35 *amended to read:*

36 44125.5. Beginning no later than July 1, 2019, and every year
37 thereafter, the state board, for both the program and Clean Cars 4
38 All, shall collect and post on its internet website all of the
39 following:

1 (a) The performance of both programs relative to the goals set
2 pursuant to subdivision (b) of Section 44124.5 and subdivision (b)
3 of Section 44125.

4 (b) An accounting that includes, but need not be limited to,
5 moneys allocated to the program and Clean Cars 4 All and the
6 expenditures of the program and Clean Cars 4 All by region. *For*
7 *the accounting applicable to the Clean Cars 4 All Program, the*
8 *accounting shall separately display the portions of the program*
9 *managed by each participating district and by the state board and*
10 *shall include projections of available funds for each portion of the*
11 *program.*

12 (c) A performance analysis broken down by district of the
13 replacement and mobility options component of the program and
14 Clean Cars 4 All to identify areas to be emphasized when setting
15 future goals or updating the guidelines for the program and Clean
16 Cars 4 All. The analysis shall include all of the following:

17 (1) ~~Whether a district~~ *district, or the state board, as applicable,*
18 *implementing the replacement and mobility options component*
19 *of the program or Clean Cars 4 All has a backlog or a waiting list*
20 *for applicants and recommendations from the district or state board*
21 *on how to eliminate the backlog or waiting list.*

22 (2) An evaluation of the funding for targeted outreach in
23 low-income or disadvantaged communities, including whether the
24 funding should be enhanced or modified to reach the goals set
25 pursuant to subdivision (b) of Section ~~44124.5 and subdivision (b)~~
26 ~~of Section 44125.~~

27 (3) *An evaluation of the funding for targeted outreach in*
28 *low-income or disadvantaged communities with the highest number*
29 *of vehicles manufactured before 2004 or that are at least 20 years*
30 *old, including whether the funding should be enhanced or modified*
31 *to reach the goals set pursuant to subdivision (b) of Section*
32 *44124.5.*

33 ~~(3)~~
34 (4) How incentive levels and eligibility criteria can be modified
35 to maximize both participation and emissions reductions.

36 ~~(4)~~
37 (5) (A) An assessment identifying populations that are eligible
38 for, but underserved by Clean Cars 4 All. In identifying
39 underserved populations pursuant to this paragraph, the assessment
40 shall, at a minimum, evaluate the participation of households in

1 census tracts shown to be the most impacted in each region,
2 households making less than 225 percent of the federal poverty
3 level, and households that are primarily non-English speaking.

4 (B) The assessment shall identify barriers preventing the
5 underserved populations identified pursuant to subparagraph (A)
6 from participating in Clean Cars 4 All and propose strategies to
7 overcome those barriers.

8 *SEC. 4. Section 44127 of the Health and Safety Code is*
9 *amended to read:*

10 44127. (a) Upon appropriation by the Legislature, the state
11 board may allocate moneys for the expansion of the replacement
12 component or mobility option component of the program or Clean
13 Cars 4 All from any of the following:

14 (1) The Enhanced Fleet Modernization Subaccount, created
15 pursuant to Section 44126.

16 (2) The High Polluter Repair or Removal Account, created
17 pursuant to Section 44091.

18 (3) The Vehicle Inspection and Repair Fund, created pursuant
19 to Section 9886 of the Business and Professions Code.

20 (b) Upon appropriation by the Legislature, the state board may
21 allocate moneys consistent with law for Clean Cars 4 All from the
22 Greenhouse Gas Reduction Fund, created pursuant to Section
23 16428.8 of the Government Code.

24 (c) Of the funds made available in Items 3900-101-0001 and
25 3900-101-3228 of the Budget Act of 2023 (Sections 110 and 111
26 of Chapter 38 of the Statutes of 2023) to the state board and that
27 the state board allocated to Clean Cars 4 All, the state board shall
28 maintain funding for each district participating in Clean Cars 4
29 All, such that if a district has insufficient funds to meet processed
30 demand, the state board shall reallocate moneys to that district to
31 ensure operation is minimally impacted for district Clean Cars 4
32 All programs.

33 (d) (1) In allocating funding under Clean Cars 4 All to districts
34 participating in the program, and to the statewide program, the
35 state board shall consider, at a minimum, all of the following
36 metrics:

37 (A) ~~Number~~ *The number and total value* of vouchers deployed.

38 (B) Proportion of applications that have been started and resulted
39 in completed replacement transactions or mobility vouchers.

40 (C) Demand for vouchers.

(D) Proportional investment to underserved populations identified pursuant to paragraph ~~(4)~~ (5) of subdivision (c) of Section 44125.5.

~~(E) Population in eligible Clean Cars 4 All Zip Codes. For retired vehicles, the metric of older model year.~~

(2) Beginning January 1, 2023, and every year thereafter, the state board shall publish, as part of its funding plan, a report identifying how each criterion was used to allocate funding to districts and to the statewide program.

(e) (1) Up to 10 percent of the moneys allocated by the state board *to districts* for Clean Cars 4 All may be used for outreach programs in accordance with both of the following requirements:

(A) Before a district allocates more than 5 percent of the moneys received from the state board for Clean Cars 4 All in a fiscal year for outreach, the district shall submit a description to the state board of the outreach efforts that will be funded with any money above 5 percent of the moneys allocated by the state board and a justification of how the additional funding for outreach will support deployment of Clean Cars 4 All to households in census tracts shown to be the most impacted in each region, households making less than 225 percent of the federal poverty level, households that are primarily non-English speaking, and other underserved populations identified pursuant to paragraph ~~(4)~~ (5) of subdivision (c) of Section 44125.5.

(B) A district that allocates more than 5 percent of the moneys received from the state board for Clean Cars 4 All in a fiscal year for outreach shall submit a report to the state board on the outcome of this expenditure, including a description of outreach efforts that were funded or augmented with any money above 5 percent of the moneys allocated by the state board for Clean Cars 4 All and how that funding supported deployment of Clean Cars 4 All to households in census tracts shown to be the most impacted in each region, households making less than 225 percent of the federal poverty level, households that are primarily non-English speaking, and other underserved populations identified pursuant to paragraph ~~(4)~~ (5) of subdivision (c) of Section 44125.5.

(2) Documents and information submitted by a district to the state board pursuant to this subdivision shall be for informational purposes only.

(f) (1) Except as provided in paragraph (2), in areas of the state where the state board manages the distribution of incentives, the state board may use up to 5 percent of the moneys available for distribution in those areas in a fiscal year for the purpose of outreach in those areas.

(2) The state board may use more than 5 percent, but no more than 10 percent, of the moneys available for distribution described in paragraph (1) for the purposes described in paragraph (1) if the state board finds that the allocation would further the purposes set forth in subparagraphs (A) and (B) of paragraph (1) of subdivision (e).

~~(f)~~

(g) (1) Notwithstanding Section 10231.5 of the Government Code, the state board shall report annually to the budget committees of both houses of the Legislature the amount of funding allocated by the state board to the statewide Clean Cars 4 All program and to each district Clean Cars 4 All program and detailed performance metrics consistent with the requirements of subdivision (d) for the statewide and district Clean Cars 4 All programs, including the number and dollar amount of grants awarded by each district program and by the statewide program and regionally specific information for grant awards made by the administrator under the statewide program.

(2) Notwithstanding Section 9795 of the Government Code, a report prepared pursuant to paragraph (1) shall be submitted as an electronic copy to the committees described in paragraph (1) and posted on the state board's internet website.

SEC. 5. Section 44128 is added to the Health and Safety Code, to read:

44128. (a) The state board shall establish a means-based strategy to identify potential recipients of incentives under the Clean Cars 4 All Program who meet all of the following criteria:

(1) A person living in the top decile of disadvantaged communities.

(2) A person owning a vehicle manufactured before 2004 or a vehicle that is at least 20 years old.

(3) A person from an underserved population identified pursuant to paragraph (5) of subdivision (c) of Section 44125.5.

(b) As part of the means-based strategy, the state board shall require an increased incentive to be provided under the Clean

1 *Cars 4 All Program to individuals who meet all of the criteria set*
2 *forth in subdivision (a) as compared to individuals who otherwise*
3 *qualify for the Clean Cars 4 All Program but do not meet all of*
4 *the criteria set forth in subdivision (a).*

5 *(c) In establishing the means-based strategy pursuant to*
6 *subdivisions (a) and (b), the state board shall coordinate with*
7 *districts and local nonprofit and community organizations that*
8 *have a strong and ongoing local presence in areas within a*
9 *particular district.*

10 *(d) A participating district, and the state board with respect to*
11 *the areas where it manages the distribution of incentives, shall*
12 *implement the means-based strategy and shall provide increased*
13 *incentives in accordance with this section.*

14 ~~SECTION 1. Section 17000 of the Health and Safety Code is~~
15 ~~amended to read:~~

16 ~~17000. This part shall be known, and may be cited, as the~~
17 ~~Employee Housing Act.~~

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19

20 **REVISIONS:**

21 **Heading—Line 2.**

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AMENDED IN ASSEMBLY MARCH 24, 2025

CALIFORNIA LEGISLATURE—2025–26 REGULAR SESSION

ASSEMBLY BILL

No. 914

Introduced by Assembly Member Garcia

February 19, 2025

~~An act to amend Section 39601.5 of the Health and Safety Code, relating to air pollution.~~ *An act to amend Sections 39602.5 and 39666 of, to add Sections 39034.5 and 39607.2 to, and to add Article 7 (commencing with Section 39676) to Chapter 3.5 of Part 2 of Division 26 of, the Health and Safety Code, relating to air pollution.*

LEGISLATIVE COUNSEL'S DIGEST

AB 914, as amended, Garcia. ~~State Air Resources Board: regulations.~~ *Air pollution: indirect sources: toxic air contaminants.*

Existing law generally designates the State Air Resources Board as the state agency with the primary responsibility for the control of vehicular air pollution, and air pollution control districts and air quality management districts with the primary responsibility for the control of air pollution from all sources other than vehicular sources. Existing law authorizes air districts to adopt and implement regulations to reduce or mitigate emissions from indirect sources of air pollution.

This bill would require the state board to adopt and enforce rules and regulations applicable to indirect sources of emissions, as specified. If the state board elects to exercise that authority, the bill would require the state board to establish a schedule of fees on facilities and mobile sources to cover the reasonable costs of implementing and enforcing the regulations and would require the fees to be deposited in the Air Pollution Control Fund and made available to the state board upon appropriation by the Legislature. The bill would require the state board

to establish a statewide reporting program to quantify emissions and annually collect related information from indirect sources of emissions.

Existing law requires the state board to identify toxic air contaminants that are emitted into the ambient air of the state and to adopt airborne toxic control measures to reduce emissions of toxic air contaminants. Existing law also requires the state board to designate any substance that is listed as a hazardous air pollutant under federal law as a toxic air contaminant and to establish airborne toxic control measures applicable to the substance in accordance with specified procedures.

This bill would authorize the state board to assess and collect reasonable fees on emitters of toxic air contaminants. The bill would require the fees to be deposited in the Certification and Compliance Fund and made available for the regulation of toxic air contaminants upon appropriation by the Legislature.

Existing law makes any violation of a rule or regulation of the state board relating to nonvehicular air pollution control a misdemeanor.

Because a violation of these rules or regulations of the state board with respect to nonvehicular sources subject to those rules and regulations would be a crime, this bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Existing law requires the State Air Resources Board to make available to the public each technical, theoretical, and empirical study, report, or similar document, if any, on which the agency relies, related to, but not limited to, air emissions, public health impacts, and economic impacts, before the comment period for any regulation proposed for adoption by the state board.

This bill would make a nonsubstantive change to this provision.

Vote: majority. Appropriation: no. Fiscal committee: ~~no~~ yes.
State-mandated local program: ~~no~~ yes.

The people of the State of California do enact as follows:

1 SECTION 1. (a) The Legislature finds and declares all of the
2 following:

1 (1) *Decades of policy leadership has improved air quality and*
2 *public health for tens of millions of Californians, and beyond.*

3 (2) *California is home to the most difficult remaining air*
4 *pollution challenges in the United States.*

5 (3) *The American Lung Association consistently ranks California*
6 *cities as the most polluted in the nation for ozone and particulate*
7 *pollution.*

8 (4) *The transportation sector is the dominant source of*
9 *ozone-forming emissions and diesel particulate matter in*
10 *California.*

11 (5) *Transportation-related air pollution is associated with*
12 *premature death, death due to cardiovascular disease, death due*
13 *to lung cancer, onset of asthma in children and adults, and other*
14 *health emergencies.*

15 (6) *Millions of Californians face increased risk due to*
16 *preexisting health conditions exacerbated by exposure to harmful*
17 *air pollution, including communities of color and lower income*
18 *communities.*

19 (7) *Communities nearest major hubs of freight activities,*
20 *including ports, rail yards, warehouses, and major roadways bear*
21 *a disproportionate burden of harmful, toxic emissions.*

22 (8) *Air quality control districts and air quality management*
23 *districts have authority under Section 40716 of the Health and*
24 *Safety Code to reduce or mitigate emissions from indirect sources*
25 *of air pollution.*

26 (9) *Emissions attributable to indirect sources include criteria*
27 *pollutants, toxic air contaminants, and greenhouse gases.*

28 (10) *Indirect sources often attract mobile sources of pollution*
29 *from across the state and across the state border. These air*
30 *pollutants do not respect district boundaries.*

31 (b) *For the reasons stated in subdivision (a), it is the intent of*
32 *the Legislature that the State Air Resources Board take a more*
33 *active role in regulating these indirect sources.*

34 SEC. 2. *Section 39034.5 is added to the Health and Safety*
35 *Code, to read:*

36 39034.5. *“Indirect source” has the same meaning as set forth*
37 *in Section 7410(a)(5)(C) of Title 42 of the United States Code.*

38 SEC. 3. *Section 39602.5 of the Health and Safety Code is*
39 *amended to read:*

1 39602.5. (a) The state board shall adopt rules and regulations
2 pursuant to Section 43013 that, in conjunction with other measures
3 adopted by the state board, the districts, and the United States
4 Environmental Protection Agency, will achieve ambient air quality
5 standards required by the federal Clean Air Act (42 U.S.C. Sec.
6 7401 et seq.) in all areas of the state by the applicable attainment
7 date, and to maintain these standards thereafter. The state board
8 shall adopt these measures if they are necessary, technologically
9 feasible, and cost effective, consistent with Section 43013.

10 (b) If necessary to carry out its duties under this section, the
11 state board shall adopt and enforce rules and regulations that
12 anticipate the development of new technologies or the improvement
13 of existing technologies. The rules and regulations shall require
14 standards that the state board finds and determines can likely be
15 achieved by the compliance date set forth in the rule.

16 (c) *If necessary to carry out its duties under this section, the*
17 *state board shall adopt and enforce rules and regulations*
18 *applicable to indirect sources of emissions. In doing so, the state*
19 *board shall do all of the following:*

20 (1) *Consult with affected districts to ensure that any state*
21 *regulation supports district emission reduction needs.*

22 (2) *Establish a schedule of fees on facilities and mobile sources*
23 *limited in amount to cover only the reasonable costs of*
24 *implementing and enforcing the regulations. Fees collected*
25 *pursuant to this paragraph shall be deposited in the Air Pollution*
26 *Control Fund and made available to the state board for those*
27 *purposes upon appropriation by the Legislature.*

28 (3) *Eliminate or minimize impacts to disadvantaged,*
29 *low-income, and high-poverty communities.*

30 (4) *Prioritize controls for indirect sources that have the most*
31 *significant impact on air quality in the state or contribute to*
32 *high-level, localized concentrations of pollutants in disadvantaged,*
33 *low-income, and high-poverty communities.*

34 SEC. 4. *Section 39607.2 is added to the Health and Safety*
35 *Code, to read:*

36 39607.2. *The state board shall establish a statewide reporting*
37 *program to quantify emissions and annually collect related*
38 *information from indirect sources of emissions, including data*
39 *from on-road and off-road mobile sources that visit those sources,*
40 *but are not owned or operated by those sources.*

1 *SEC. 5. Section 39666 of the Health and Safety Code is*
2 *amended to read:*

3 39666. (a) Following a noticed public hearing, the state board
4 shall adopt airborne toxic control measures to reduce emissions
5 of toxic air contaminants from nonvehicular sources.

6 (b) For toxic air contaminants for which the state board has
7 determined, pursuant to Section 39662, that there is a threshold
8 exposure level below which no significant adverse health effects
9 are anticipated, the airborne toxic control measure shall be
10 designed, in consideration of the factors specified in subdivision
11 (b) of Section 39665, to reduce emissions sufficiently so that the
12 source will not result in, or contribute to, ambient levels at or in
13 excess of the level ~~which~~ *that* may cause or contribute to adverse
14 health effects as that level is estimated pursuant to subdivision (c)
15 of Section 39660.

16 (c) For toxic air contaminants for which the state board has not
17 specified a threshold exposure level pursuant to Section 39662,
18 the airborne toxic control measure shall be designed, in
19 consideration of the factors specified in subdivision (b) of Section
20 39665, to reduce emissions to the lowest level achievable through
21 application of best available control technology or a more effective
22 control method, unless the state board or a district board
23 determines, based on an assessment of risk, that an alternative
24 level of emission reduction is adequate or necessary to prevent an
25 endangerment of public health.

26 (d) Not later than 120 days after the adoption or implementation
27 by the state board of an airborne toxic control measure pursuant
28 to this section or Section 39658, the districts shall implement and
29 enforce the airborne toxic control measure or shall propose
30 regulations enacting airborne toxic control measures on
31 nonvehicular sources within their jurisdiction ~~which~~ *that* meet the
32 requirements of subdivisions (b), (c), and (e), except that a district
33 may, at its option, and after considering the factors specified in
34 subdivision (b) of Section 39665, adopt and enforce equally
35 effective or more stringent airborne toxic control measures than
36 the airborne toxic control measures adopted by the state board. A
37 district shall adopt rules and regulations implementing airborne
38 toxic control measures on nonvehicular sources within its
39 jurisdiction in conformance with subdivisions (b), (c), and (e), not

1 later than six months following the adoption of airborne toxic
2 control measures by the state board.

3 (e) District new source review rules and regulations shall require
4 new or modified sources to control emissions of toxic air
5 contaminants consistent with subdivisions (b), (c), and (d) and
6 Article 2.5 (commencing with Section 39656).

7 (f) Where an airborne toxic control measure requires the use
8 of a specified method or methods to reduce, avoid, or eliminate
9 the emissions of a toxic air contaminant, a source may submit to
10 the district an alternative method or methods that will achieve an
11 equal or greater amount of reduction in emissions of, and risk
12 associated with, that toxic air contaminant. The district shall
13 approve the proposed alternative method or methods if the operator
14 of the source demonstrates that the method is, or the methods are,
15 enforceable, that equal or greater amounts of reduction in emissions
16 and risk will be achieved, and that the reductions will be achieved
17 within the time period required by the applicable airborne toxic
18 control measure. The district shall revoke approval of the
19 alternative method or methods if the source fails to adequately
20 implement the approved alternative method or methods or if
21 subsequent monitoring demonstrates that the alternative method
22 or methods do not reduce emissions and risk as required. The
23 district shall notify the state board of any action it proposes to take
24 pursuant to this subdivision. This subdivision is operative only to
25 the extent it is consistent with the federal act.

26 (g) *For a given toxic air contaminant or airborne toxic control*
27 *measure, the state board shall adopt and enforce rules and*
28 *regulations applicable to indirect sources of emissions. In doing*
29 *so, the state board shall do all of the following:*

30 (1) *Consult with affected districts to ensure that any state*
31 *regulation supports district emission reduction needs.*

32 (2) *Establish a schedule of fees on facilities and mobile sources*
33 *limited in amount to cover only the reasonable costs of*
34 *implementing and enforcing the regulations. Fees collected*
35 *pursuant to this paragraph shall be deposited in the Air Pollution*
36 *Control Fund and made available to the state board for those*
37 *purposes upon appropriation by the Legislature.*

38 (3) *Prioritize controls for indirect sources that have the most*
39 *significant impact on air quality in the state or contribute to*

1 *high-level, localized concentrations of pollutants in disadvantaged,*
2 *low-income, and high-poverty communities.*

3 *SEC. 6. Article 7 (commencing with Section 39676) is added*
4 *to Chapter 3.5 of Part 2 of Division 26 of the Health and Safety*
5 *Code, to read:*

6
7 *Article 7. Fees*
8

9 *39676. (a) The state board may assess and collect reasonable*
10 *fees on emitters of toxic air contaminants.*

11 *(b) Revenue collected pursuant to this article shall be expended*
12 *to carry out responsibilities authorized by this chapter, including,*
13 *but not limited to, any of the following:*

14 *(1) Developing new, and amending existing, airborne toxic*
15 *control measures.*

16 *(2) Developing new, and amending existing, emission reduction*
17 *measures for on-road and nonroad sources.*

18 *(3) Implementing and enforcing airborne toxic control measures*
19 *and emission reduction measures for on-road and nonroad sources.*

20 *(4) Identifying, quantifying, inventorying, monitoring,*
21 *evaluating, and reducing emissions of toxic pollutants in*
22 *communities across the state, as determined to be necessary by*
23 *the state board.*

24 *(c) Fees collected pursuant to this article shall be limited to an*
25 *amount sufficient to cover the state board's reasonable costs in*
26 *developing and implementing the programs authorized by this*
27 *chapter, including any administrative costs, and may be adjusted*
28 *by the annual change in the California Consumer Price Index, as*
29 *determined pursuant to Section 2212 of the Revenue and Taxation*
30 *Code, for the preceding year.*

31 *(d) Fees collected by the state board pursuant to this section*
32 *shall be deposited in the Certification and Compliance Fund and*
33 *shall be available upon appropriation by the Legislature for*
34 *purposes specified in this chapter.*

35 *SEC. 7. No reimbursement is required by this act pursuant to*
36 *Section 6 of Article XIII B of the California Constitution because*
37 *the only costs that may be incurred by a local agency or school*
38 *district will be incurred because this act creates a new crime or*
39 *infraction, eliminates a crime or infraction, or changes the penalty*
40 *for a crime or infraction, within the meaning of Section 17556 of*

1 *the Government Code, or changes the definition of a crime within*
2 *the meaning of Section 6 of Article XIII B of the California*
3 *Constitution.*

4 SECTION 1. ~~Section 39601.5 of the Health and Safety Code~~
5 ~~is amended to read:~~

6 ~~39601.5. (a) The state board shall make available to the public~~
7 ~~all information described in paragraph (3) of subdivision (b) of~~
8 ~~Section 11346.2 of the Government Code, related to, but not~~
9 ~~limited to, air emissions, public health impacts, and economic~~
10 ~~impacts, before the comment period for any regulation proposed~~
11 ~~for adoption by the state board.~~

12 ~~(b) In meeting the requirement of subdivision (a), the state board~~
13 ~~shall not release proprietary, confidential, or otherwise legally~~
14 ~~protected business information. The state board shall release~~
15 ~~information in aggregated form, where necessary, to protect~~
16 ~~proprietary, confidential, or otherwise legally protected business~~
17 ~~information.~~

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AMENDED IN ASSEMBLY MARCH 24, 2025

CALIFORNIA LEGISLATURE—2025–26 REGULAR SESSION

ASSEMBLY BILL

No. 1106

Introduced by Assembly Member Michelle Rodriguez
(Principal coauthor: Senator Allen)

February 20, 2025

An act to amend Section 39602.5 add Chapter 9 (commencing with Section 39950) to Part 2 of Division 26 of the Health and Safety Code, relating to vehicular air pollution.

LEGISLATIVE COUNSEL'S DIGEST

AB 1106, as amended, Michelle Rodriguez. ~~Vehicular air pollution:~~ State Air Resources Board: ~~regulations:~~ regional air quality incident response program.

Existing law generally designates the State Air Resources Board as the state agency with the primary responsibility for the control of vehicular air pollution, and air pollution control districts and air quality management districts with the primary responsibility for the control of air pollution from all sources other than vehicular sources. Existing law requires the state board to inventory sources of air pollution within the air basins of the state, determine the kinds and quantity of air pollutants, and monitor air pollutants in cooperation with districts and other agencies.

This bill would require the state board to expand its incident air monitoring program, subject to an appropriation by the Legislature for those purposes, to provide support for a regional network of air quality incident response centers operated by air districts, including at least one located in the South Coast Air Quality Management District, in order to facilitate emergency air monitoring response at the local and

regional level. Prior to the state board establishing an air quality incident response center within an air district, the bill would require the state board to coordinate and develop operational plans for the air quality incident response centers with the relevant air districts. The bill would provide that funding made available to the state board for purposes of these provisions may be used for various purposes, including program funding to plan, create, equip, and maintain air quality incident response centers.

To the extent that the bill would expand the duties of an air district, the bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

~~Existing law requires the State Air Resources Board to adopt rules and regulations relating to vehicular emissions standards, as specified, that will achieve the ambient air quality standards required by federal law in conjunction with other measures adopted by the state board, air pollution control and air quality management districts, and the United States Environmental Protection Agency. Existing law requires the state board to adopt and enforce rules and regulations that anticipate the development of new technologies or the improvement of existing technologies if necessary to carry out its duty.~~

~~This bill would make a nonsubstantive change to this provision.~~

Vote: majority. Appropriation: no. Fiscal committee: ~~no~~ yes.
State-mandated local program: ~~no~~ yes.

The people of the State of California do enact as follows:

- 1 SECTION 1. Chapter 9 (commencing with Section 39950) is
- 2 added to Part 2 of Division 26 of the Health and Safety Code, to
- 3 read:

CHAPTER 9. REGIONAL AIR QUALITY INCIDENT RESPONSE
PROGRAM

39950. For purposes of this chapter, the following definitions apply:

(a) "Air contaminant" includes any toxic air contaminant designated or identified pursuant to Chapter 3.5 (commencing with Section 39650), and as defined in Section 39013, and any substance as listed in the Table of Standards pursuant to Section 70200 of Title 17 of the California Code of Regulations.

(b) "Air quality incident response center" means an air quality incident response center established pursuant to this chapter to facilitate emergency air monitoring.

39951. Subject to an appropriation by the Legislature for purposes of this chapter, the state board shall expand its incident air monitoring program to provide support in accordance with this chapter for a regional network of air quality incident response centers operated by districts in order to facilitate emergency air monitoring response at the local and regional level.

39952. (a) The state board shall, in coordination with districts, establish air quality incident response centers throughout the state, including at least one air quality incident response center located within the jurisdiction of the south coast district, all of which shall receive support pursuant to this chapter. Prior to the state board establishing an air quality incident response center within a district, the state board shall coordinate and develop operational plans for the air quality incident response centers with the relevant districts. The state board and each district shall only be responsible to operate an air quality incident response center and perform the other duties set forth in this chapter to the extent that the state board provides funding for those purposes.

(b) The state board and each district that operates an air quality incident response center shall coordinate to provide emergency air monitoring response for disasters or other crises impacting air quality and public health in the state, as determined by the state board and those districts.

39953. (a) Funding made available to the state board for purposes of this chapter may be used, but is not limited to being used, for any of the following purposes:

1 (1) Program funding to plan, create, equip, and maintain air
2 quality incident response centers, including for the acquisition of
3 monitoring equipment and systems, vehicles, and other necessary
4 equipment, and facilities, needed to support air quality incident
5 response centers, and to plan, develop, conduct training on, and
6 implement incident response protocols.

7 (2) Air quality data collection, maintenance, analysis,
8 presentation, dissemination, modeling, and publishing, and the
9 integration of that data into a unified command or joint information
10 center, and other related activities.

11 (3) The funding of staffing resources, including a State Air
12 Quality Health Officer, and regional emergency response
13 coordinators and technical staff at districts that operate air quality
14 incident response centers, develop plans, prepare for, and respond
15 during, incidents and as needed for investigation and recovery
16 efforts.

17 (4) Training and preparedness exercises for state board staff
18 and the staff of districts that operate air quality incident response
19 centers to facilitate expeditious, efficient, and effective emergency
20 air monitoring responses to provide air quality information to the
21 public and protect public health.

22 (5) State board-supported research studies regarding any of
23 the following:

24 (A) The health impacts of emissions from wildfires and other
25 types of air quality incidents, in coordination with districts.

26 (B) Health risk communication research and emissions,
27 including speciation.

28 (C) Updates to source profiles and emissions inventories.

29 (b) In undertaking their duties funded pursuant to subdivision
30 (a), the State Air Quality Health Officer shall support local
31 response by doing both of the following:

32 (1) Providing expertise to translate air monitoring data
33 collection, analyses, and modeling results in terms of impacts on
34 public health.

35 (2) Coordinating with relevant state and local agencies, local
36 governments, and public health departments, including districts,
37 to provide unified command and joint information centers, and
38 with other organizations with air quality data and analysis to
39 inform the public and local response and recovery efforts.

1 39954. *As part of the operation of an air quality incident*
2 *response center, air quality monitoring shall be conducted for*
3 *targeted air contaminants of concern, as identified by the state*
4 *board or the district operating that air quality incident response*
5 *center, during disaster or emergency situations and during the*
6 *recovery period from a disaster or emergency to aid impacted*
7 *communities, and shall be conducted, as needed, in coordination*
8 *with unified command centers, joint information centers, other*
9 *state agencies, and other entities, as appropriate.*

10 SEC. 2. *If the Commission on State Mandates determines that*
11 *this act contains costs mandated by the state, reimbursement to*
12 *local agencies and school districts for those costs shall be made*
13 *pursuant to Part 7 (commencing with Section 17500) of Division*
14 *4 of Title 2 of the Government Code.*

15 SECTION 1. ~~Section 39602.5 of the Health and Safety Code~~
16 ~~is amended to read:~~

17 ~~39602.5. (a) The state board shall adopt rules and regulations~~
18 ~~pursuant to Section 43013 that, in conjunction with other measures~~
19 ~~adopted by the state board, the districts, and the United States~~
20 ~~Environmental Protection Agency, will achieve the ambient air~~
21 ~~quality standards required by the federal Clean Air Act (42 U.S.C.~~
22 ~~Sec. 7401 et seq.) in all areas of the state by the applicable~~
23 ~~attainment date, and to maintain these standards thereafter. The~~
24 ~~state board shall adopt these measures if they are necessary,~~
25 ~~technologically feasible, and cost effective, consistent with Section~~
26 ~~43013.~~

27 ~~(b) If necessary to carry out its duties under this section, the~~
28 ~~state board shall adopt and enforce rules and regulations that~~
29 ~~anticipate the development of new technologies or the improvement~~
30 ~~of existing technologies. The rules and regulations shall require~~
31 ~~standards that the state board finds and determines can likely be~~
32 ~~achieved by the compliance date set forth in the rule.~~

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AMENDED IN ASSEMBLY MARCH 24, 2025

CALIFORNIA LEGISLATURE—2025–26 REGULAR SESSION

ASSEMBLY BILL

No. 1352

Introduced by Assembly Member Solache

February 21, 2025

~~An act to amend Section 107250 of the Health and Safety Code, relating to public health.~~ *An act to amend Section 39719 of the Health and Safety Code, relating to air resources, and making an appropriation therefor.*

LEGISLATIVE COUNSEL'S DIGEST

AB 1352, as amended, Solache. ~~Air quality health planning.~~ *Community air protection programs: financial support.*

The California Global Warming Solutions Act of 2006 designates the State Air Resources Board as the state agency charged with monitoring and regulating sources of emissions of greenhouse gases. The act authorizes the state board to include in its regulation of those emissions the use of market-based compliance mechanisms. Existing law requires all moneys, except for fines and penalties, collected by the state board from the auction or sale of allowances as part of a market-based compliance mechanism to be deposited in the Greenhouse Gas Reduction Fund. Existing law continuously appropriates portions of the fund for various purposes.

Existing law requires the state board to implement various programs to improve air quality, including air monitoring programs, grant programs, community emissions reduction programs, programs to reduce mobile and stationary sources of criteria air pollutants or toxic air contaminants, and various incentive programs to purchase or retrofit vehicles that meet specified criteria.

This bill would continuously appropriate 10% of the annual proceeds of the fund to the state board to provide funding for purposes of awarding grants, providing technical assistance, supporting community participation, and offering incentives in connection with specified programs to improve air quality, thereby making an appropriation.

~~Existing law requires the State Department of Public Health to develop a plan, addressing specified issues, with recommendations and guidelines for counties to use in the case of a significant air quality event, as defined, caused by wildfires or other sources. Existing law requires the department to consult with specified stakeholders in developing the plan.~~

~~This bill would make technical, nonsubstantive changes to those provisions.~~

Vote: ~~majority~~^{2/3}. Appropriation: ~~no~~ yes. Fiscal committee: ~~no~~ yes. State-mandated local program: no.

The people of the State of California do enact as follows:

- 1 SECTION 1. Section 39719 of the Health and Safety Code is
- 2 amended to read:
- 3 39719. (a) The Legislature shall appropriate the annual
- 4 proceeds of the fund for the purpose of reducing greenhouse gas
- 5 emissions in this state in accordance with the requirements of
- 6 Section 39712.
- 7 (b) To carry out a portion of the requirements of subdivision
- 8 (a), the annual proceeds of the fund are continuously appropriated
- 9 for the following:
- 10 (1) Beginning in the 2015–16 fiscal year, and notwithstanding
- 11 Section 13340 of the Government Code, 35 percent of the annual
- 12 proceeds of the fund are continuously appropriated, without regard
- 13 to fiscal years, for transit, affordable housing, and sustainable
- 14 communities programs as follows:
- 15 (A) Ten percent of the annual proceeds of the fund is hereby
- 16 continuously appropriated to the Transportation Agency for the
- 17 Transit and Intercity Rail Capital Program created by Part 2
- 18 (commencing with Section 75220) of Division 44 of the Public
- 19 Resources Code.
- 20 (B) Five percent of the annual proceeds of the fund is hereby
- 21 continuously appropriated to the Low Carbon Transit Operations
- 22 Program created by Part 3 (commencing with Section 75230) of

Division 44 of the Public Resources Code. Moneys shall be allocated by the Controller, according to requirements of the program, and pursuant to the distribution formula in subdivision (b) or (c) of Section 99312 of, and Sections 99313 and 99314 of, the Public Utilities Code.

(C) Twenty percent of the annual proceeds of the fund is hereby continuously appropriated to the Strategic Growth Council for the Affordable Housing and Sustainable Communities Program created by Part 1 (commencing with Section 75200) of Division 44 of the Public Resources Code. Of the amount appropriated in this subparagraph, no less than 10 percent of the annual proceeds of the fund shall be expended for affordable housing, consistent with the provisions of that program.

(2) Beginning in the 2015–16 fiscal year, notwithstanding Section 13340 of the Government Code, and subject to the requirements of Section 39719.3, 25 percent of the annual proceeds of the fund is hereby continuously appropriated to the High-Speed Rail Authority for the following components of the initial operating segment and Phase I Blended System as described in the 2012 business plan adopted pursuant to Section 185033 of the Public Utilities Code:

(A) Acquisition and construction costs of the project.

(B) Environmental review and design costs of the project.

(C) Other capital costs of the project.

(D) Repayment of any loans made to the authority to fund the project.

(3) (A) Beginning in the 2020–21 fiscal year, and until June 30, 2030, 5 percent of the annual proceeds of the fund, up to the sum of one hundred thirty million dollars (\$130,000,000), is hereby annually transferred to the Safe and Affordable Drinking Water Fund established pursuant to Section 116766 for the purposes of Chapter 4.6 (commencing with Section 116765) of Part 12 of Division 104.

(B) Moneys transferred under this paragraph shall be used for the purpose of facilitating the achievement of reductions of greenhouse gas emissions in this state in accordance with the requirements of Section 39712 or to improve climate change adaptation and resiliency of disadvantaged communities or low-income households or communities, consistent with Division 25.5 (commencing with Section 38500). For purposes of the

1 moneys transferred under this paragraph, a state agency may also
2 comply with the requirements of paragraphs (2) and (3) of
3 subdivision (a) of Section 16428.9 of the Government Code by
4 describing how each proposed expenditure will improve climate
5 change adaptation and resiliency of disadvantaged communities
6 or low-income households or communities.

7 *(4) Notwithstanding Section 13340 of the Government Code,*
8 *10 percent of the annual proceeds of the fund is hereby*
9 *continuously appropriated to the state board to implement the*
10 *programs described in Sections 42705.5 and 44391.2, including,*
11 *but not limited to, funding grants, providing technical assistance,*
12 *supporting community participation, as described in subdivision*
13 *(d) of Section 44391.2, and offering incentives for projects*
14 *described in subdivision (b) of Section 44391.4.*

15 ~~(4)~~

16 (5) Notwithstanding Section 13340 of the Government Code,
17 for each fiscal year, beginning in the 2022–23 fiscal year through
18 the 2028–29 fiscal year, the sum of two hundred million dollars
19 (\$200,000,000) is hereby continuously appropriated, to the
20 Department of Forestry and Fire Protection and allocated as
21 follows:

22 (A) One hundred sixty-five million dollars (\$165,000,000) for
23 healthy forest and fire prevention programs and projects that
24 improve forest health and reduce emissions of greenhouse gases
25 caused by uncontrolled wildfires.

26 (B) Thirty-five million dollars (\$35,000,000) for the completion
27 of prescribed fire and other fuel reduction projects through proven
28 forestry practices consistent with the recommendations of the
29 California Forest Carbon Plan, including the operation of
30 year-round prescribed fire crews and implementation of a research
31 and monitoring program for climate adaptation.

32 (c) In determining the amount of the annual proceeds of the
33 fund for purposes of the calculation in paragraphs (1) to ~~(3)~~, (4),
34 inclusive, of subdivision (b), the funds subject to Section 39719.1
35 and the sum set forth in paragraph ~~(4)~~ (5) of subdivision (b) shall
36 not be included.

37 ~~SECTION 1. Section 107250 of the Health and Safety Code~~
38 ~~is amended to read:~~

39 ~~107250. (a) The State Department of Public Health shall~~
40 ~~develop a plan with recommendations and guidelines for counties~~

1 ~~to use in the case of a significant air quality event caused by~~
2 ~~wildfires or other sources. The plan shall address all of the~~
3 ~~following:~~

4 ~~(1) Establishing policies and procedures that address respiratory~~
5 ~~protection and other protective equipment and devices, including,~~
6 ~~but not limited to, all of the following:~~

7 ~~(A) Whether to make respiratory protection and other protective~~
8 ~~equipment and devices available to county residents.~~

9 ~~(B) Whether to have stockpiles of respiratory protection and~~
10 ~~other protective equipment and devices available for distribution.~~

11 ~~(C) Where to obtain respiratory protection and other protective~~
12 ~~equipment and devices, if stockpiling.~~

13 ~~(D) How to distribute respiratory protection and other protective~~
14 ~~equipment and devices, if stockpiling.~~

15 ~~(E) How to educate the public on when to use respiratory~~
16 ~~protection and other protective equipment and devices.~~

17 ~~(F) Educating the public on keeping respiratory protection and~~
18 ~~other protective equipment in their homes, offices, and cars.~~

19 ~~(2) Making available respiratory protection and other protective~~
20 ~~equipment and devices to residents that are sensitive receptors and~~
21 ~~that are at risk of serious illness or complications resulting from~~
22 ~~inhaling highly polluted air from a significant air quality event~~
23 ~~caused by wildfires or other sources.~~

24 ~~(3) Providing information to residents on what they should do~~
25 ~~if the air quality index hits a significant threshold.~~

26 ~~(4) Providing information to residents regarding the health~~
27 ~~impacts of inhaling air pollution during a significant air quality~~
28 ~~event caused by wildfires or other sources.~~

29 ~~(5) Developing prevention strategies to assist residents in~~
30 ~~avoiding inhalation of air pollutants.~~

31 ~~(6) Disseminating the information in this subdivision to the~~
32 ~~public.~~

33 ~~(b) The recommendations in the plan developed pursuant to~~
34 ~~subdivision (a) shall include guidance about how a county,~~
35 ~~including a city and county, informs its residents about all of the~~
36 ~~following:~~

37 ~~(1) Unhealthy air quality.~~

38 ~~(2) The Air Quality Index.~~

~~(3) The effect of air pollution on an individual's health, including the symptoms someone may experience and where to go for medical assistance.~~

~~(4) Where an individual can obtain protective respiratory protection and other protective equipment.~~

~~(5) How and when to use respiratory protection and other protective equipment.~~

~~(6) How and when an individual needing oxygen or respiratory medications can obtain oxygen or respiratory medications.~~

~~(7) How to protect children, seniors, the disabled, the homebound, the homeless, those working outdoors, tourists, visitors, non-English speakers, and any others who may have difficulty obtaining or using masks or other protective equipment without assistance.~~

~~(8) Any other information that is useful for an individual to protect their health, and the health of their loved ones, in the case of significantly poor air quality caused by wildfires or other sources.~~

~~(e) The plan developed pursuant to subdivision (a) shall also include best practices and recommended protocols for reaching out to inform the general public about the recommendations and guidelines and shall include best practices and recommended protocols for reaching out specifically to vulnerable populations, including, but not limited to, the homeless, elderly, disabled, and homebound.~~

~~(d) The department shall develop the plan, pursuant to subdivision (a), in consultation with key stakeholders, including, but not limited to, representatives of all of the following:~~

~~(1) Governor's Office of Emergency Services.~~

~~(2) State Air Resources Board.~~

~~(3) Governor's Office of Planning and Research.~~

~~(4) California Department of Aging.~~

~~(5) State Department of Developmental Services.~~

~~(6) Office of Environmental Health Hazard Assessment.~~

~~(7) Medical professionals focused on respiratory health, pulmonology, pediatrics, and emergency medicine.~~

~~(8) Small and large air pollution districts.~~

~~(9) Counties.~~

~~(10) Cities.~~

~~(11) Hospitals.~~

1 ~~(12) Business organizations.~~

2 ~~(13) Nonprofit organizations involved in respiratory health.~~

3 ~~(14) Nonprofit organizations working on behalf of issues for~~
4 ~~individuals with disabilities.~~

5 ~~(15) Nonprofit organizations working on behalf of issues for~~
6 ~~the homeless.~~

7 ~~(16) Nonprofit organizations working on behalf of issues for~~
8 ~~seniors.~~

9 ~~(e) The plan developed pursuant to subdivision (a) shall~~
10 ~~supplement any resources developed by the department, on or~~
11 ~~before the effective date of this section, for counties to use in the~~
12 ~~case of a significant air quality event caused by wildfires or other~~
13 ~~sources.~~

14 ~~(f) For purposes of this chapter, “a significant air quality event”~~
15 ~~is defined as the period of time in which the duration of exposure~~
16 ~~and the level of particulate matter, or other indicators of air quality,~~
17 ~~are likely to result in negative health impacts.~~

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AMENDED IN SENATE APRIL 24, 2025
AMENDED IN SENATE MARCH 24, 2025

SENATE BILL

No. 69

Introduced by Senator McNerney

January 14, 2025

An act to amend Section 44127 of the Health and Safety Code, relating to air pollution.

LEGISLATIVE COUNSEL'S DIGEST

SB 69, as amended, McNerney. Clean Cars 4 All Program.

Existing law establishes the Clean Cars 4 All Program, which is administered by the State Air Resources Board, to focus on achieving reductions in the emissions of greenhouse gases, improvements in air quality, and benefits to low-income state residents through the replacement of high-polluter motor vehicles with cleaner and more efficient motor vehicles or a mobility option. Under existing law, the distribution of incentives under the program is implemented in air pollution control and air quality management districts that choose to participate in the program and through a statewide program. Existing law requires the state board to consider certain metrics in allocating funding under the program to participating air districts and to the statewide program.

This bill would authorize a participating air district to submit a disbursement request to the state board for an amount equal to its previous 4 months of expenditures under the program if it determines that its balance of available funding for the program is less than the total amount of its expenditures under the program over the previous 4 months. If there are sufficient funds available from funds allocated to the program to cover the amount in the disbursement ~~request~~, *request*

while retaining a specified reserve, the bill would require the state board to issue the requested amount of funding to the air district within 60 days of the submittal of the disbursement request.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: no.

The people of the State of California do enact as follows:

1 SECTION 1. Section 44127 of the Health and Safety Code is
2 amended to read:
3 44127. (a) Upon appropriation by the Legislature, the state
4 board may allocate moneys for the expansion of the replacement
5 component or mobility option component of the program or Clean
6 Cars 4 All from any of the following:
7 (1) The Enhanced Fleet Modernization Subaccount, created
8 pursuant to Section 44126.
9 (2) The High Polluter Repair or Removal Account, created
10 pursuant to Section 44091.
11 (3) The Vehicle Inspection and Repair Fund, created pursuant
12 to Section 9886 of the Business and Professions Code.
13 (b) Upon appropriation by the Legislature, the state board may
14 allocate moneys consistent with law for Clean Cars 4 All from the
15 Greenhouse Gas Reduction Fund, created pursuant to Section
16 16428.8 of the Government Code.
17 (c) Of the funds made available in Items 3900-101-0001 and
18 3900-101-3228 of the Budget Act of 2023 (Sections 110 and 111
19 of Chapter 38 of the Statutes of 2023) to the state board and that
20 the state board allocated to Clean Cars 4 All, the state board shall
21 maintain funding for each district participating in Clean Cars 4
22 All, such that if a district has insufficient funds to meet processed
23 demand, the state board shall reallocate moneys to that district to
24 ensure operation is minimally impacted for district Clean Cars 4
25 All programs.
26 (d) (1) In allocating funding under Clean Cars 4 All to districts
27 participating in the program, and to the statewide program, the
28 state board shall consider, at a minimum, all of the following
29 metrics:
30 (A) Number of vouchers deployed.
31 (B) Proportion of applications that have been started and resulted
32 in completed replacement transactions or mobility vouchers.

1 (C) Demand for vouchers.

2 (D) Proportional investment to underserved populations
3 identified pursuant to paragraph (4) of subdivision (c) of Section
4 44125.5.

5 (E) Population in eligible Clean Cars 4 All Zip Codes.

6 (2) Beginning January 1, 2023, and every year thereafter, the
7 state board shall publish, as part of its funding plan, a report
8 identifying how each criterion was used to allocate funding to
9 districts and to the statewide program.

10 (e) (1) If a district determines that its balance of available
11 funding for Clean Cars 4 All is less than the total amount of its
12 expenditures under Clean Cars 4 All over the previous four months,
13 then that district may submit a disbursement request to the state
14 board for an amount equal to its previous four months of
15 expenditures under Clean Cars 4 All.

16 (2) The state board shall verify and process a disbursement
17 request submitted pursuant to paragraph (1) within 30 days. If
18 there are sufficient funds available from funds allocated to Clean
19 Cars 4 All to cover the amount in the disbursement request, *request*
20 *and still retain an amount no less than the total amount of its*
21 *expenditures under Clean Cars 4 All over the previous four months,*
22 then the state board shall issue the requested amount of funding
23 to the district within 60 days of the submittal of the disbursement
24 request.

25 (f) (1) Up to 10 percent of the moneys allocated by the state
26 board for Clean Cars 4 All may be used for outreach programs in
27 accordance with both of the following requirements:

28 (A) Before a district allocates more than 5 percent of the moneys
29 received from the state board for Clean Cars 4 All in a fiscal year
30 for outreach, the district shall submit a description to the state
31 board of the outreach efforts that will be funded with any money
32 above 5 percent of the moneys allocated by the state board and a
33 justification of how the additional funding for outreach will support
34 deployment of Clean Cars 4 All to households in census tracts
35 shown to be the most impacted in each region, households making
36 less than 225 percent of the federal poverty level, households that
37 are primarily non-English speaking, and other underserved
38 populations identified pursuant to paragraph (4) of subdivision (c)
39 of Section 44125.5.

1 (B) A district that allocates more than 5 percent of the moneys
2 received from the state board for Clean Cars 4 All in a fiscal year
3 for outreach shall submit a report to the state board on the outcome
4 of this expenditure, including a description of outreach efforts that
5 were funded or augmented with any money above 5 percent of the
6 moneys allocated by the state board for Clean Cars 4 All and how
7 that funding supported deployment of Clean Cars 4 All to
8 households in census tracts shown to be the most impacted in each
9 region, households making less than 225 percent of the federal
10 poverty level, households that are primarily non-English speaking,
11 and other underserved populations identified pursuant to paragraph
12 (4) of subdivision (c) of Section 44125.5.

13 (2) Documents and information submitted by a district to the
14 state board pursuant to this subdivision shall be for informational
15 purposes only.

16 (g) (1) Notwithstanding Section 10231.5 of the Government
17 Code, the state board shall report annually to the budget committees
18 of both houses of the Legislature the amount of funding allocated
19 by the state board to the statewide Clean Cars 4 All program and
20 to each district Clean Cars 4 All program and detailed performance
21 metrics consistent with the requirements of subdivision (d) for the
22 statewide and district Clean Cars 4 All programs, including the
23 number and dollar amount of grants awarded by each district
24 program and by the statewide program and regionally specific
25 information for grant awards made by the administrator under the
26 statewide program.

27 (2) Notwithstanding Section 9795 of the Government Code, a
28 report prepared pursuant to paragraph (1) shall be submitted as an
29 electronic copy to the committees described in paragraph (1) and
30 posted on the state board's internet website.

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AMENDED IN SENATE APRIL 21, 2025
AMENDED IN SENATE APRIL 10, 2025
AMENDED IN SENATE MARCH 24, 2025

SENATE BILL

No. 34

Introduced by Senator Richardson

December 2, 2024

An act to add and repeal Section 40453 of the Health and Safety Code, relating to air pollution.

LEGISLATIVE COUNSEL'S DIGEST

SB 34, as amended, Richardson. Air pollution: South Coast Air Quality Management District: mobile sources: public seaports.

Existing law generally designates the State Air Resources Board as the state agency with the primary responsibility for the control of vehicular air pollution, and air pollution control districts and air quality management districts with the primary responsibility for the control of air pollution from all sources other than vehicular sources. Existing law authorizes air districts to adopt and implement regulations to reduce or mitigate emissions from indirect sources of air pollution.

Existing law provides for the creation of the South Coast Air Quality Management District in those portions of the Counties of Los Angeles, Orange, Riverside, and San Bernardino included within the area of the South Coast Air Basin, as specified. Existing law requires the district to adopt rules and regulations to carry out the south coast district air quality management plan that are not in conflict with state and federal laws and rules and regulations and requires those rules and regulations to provide for indirect source controls under certain circumstances.

Pursuant to its authority, the district has proposed Rule 2304, which would require the Ports of Long Beach and Los Angeles to each develop a comprehensive plan for charging and fueling infrastructure for equipment, vehicles, and vessels used in port operations and whose source of propulsion energy or other use of energy, or both, is not, or is not primarily, derived from combustion of conventional fuels.

~~This bill would require~~ *would, in the event* the board of the district ~~to ensure that Rule 2304, among other things, requires~~ *takes an action, as defined, require the action to, among other things, require* those ports to prepare assessments for the rule of energy demand and supply, cost estimates, and funding source, workforce, and environmental impacts and ~~creates~~ *create* a process by which those ports can request extensions to the timelines developed to achieve the ~~rule's action's~~ targets. The bill would also prohibit the ~~rule action~~ from, among other things, imposing a firm cap on cargo throughput or limiting operations at the ports in ways that hinder global competitiveness. The bill would make these provisions applicable to any other rule or regulation adopted by the board of the district to address pollution from any mobile source that is already subject to regulation by the state board and that is associated with an operation at any public seaport or marine terminal facility at a public seaport. *ports*. The bill would repeal its provisions on January 1, 2036.

By imposing additional duties on the district and the ports, the bill would impose a state-mandated local program.

This bill would make legislative findings and declarations as to the necessity of a special statute for the South Coast Air Quality Management District.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that with regard to certain mandates no reimbursement is required by this act for a specified reason.

With regard to any other mandates, this bill would provide that, if the Commission on State Mandates determines that the bill contains costs so mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

Vote: majority. Appropriation: no. Fiscal committee: yes.

State-mandated local program: yes.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares all of the following:

(a) It is in the best interest of the State of California to develop strategies that maintain and grow industries, such as goods movement, concurrent with pursuing environmental benefits.

(b) Goods movement is the movement of physical products and raw materials to businesses, consumers, and industries by oceangoing vessels, harbor craft, such as tug boats, trucks, locomotives, and cargo-handling equipment.

(c) In California, there are 11 port authorities. The San Pedro Bay port complex, which historically has encompassed both the Port of Los Angeles and the Port of Long Beach, is the largest port complex in the State of California, the United States, North America, and the Western Hemisphere and is the ninth largest port complex in the world, supporting over 3 million jobs nationwide and economic activity that generated \$2.78 billion in state and local taxes, plus an additional \$4.73 billion in federal taxes, in 2022.

(d) For more than two decades, the San Pedro Bay port complex has conducted extensive testing of the emissions of air pollutants. The Ports of Los Angeles and Long Beach are two of the cleanest, if not the cleanest, seaport operations in the world, exceeding all of their ambitious voluntary emissions targets by wide margins in 2023, according to the “Inventory of Air Emissions 2023,” that showed the total San Pedro Bay emissions of diesel particulate matter down 91 percent, nitrogen oxides down 72 percent, sulfur oxides down 98 percent, and greenhouse gases down by 20 percent when compared to 2005 levels.

(e) In pursuing the objective of reducing emissions of air pollutants, the Ports of Los Angeles and Long Beach have adopted significant strategies, such as the Zero Emission Truck Voucher Incentive Program, the Vessel Speed Reduction Program, the Ship Incentive Programs, and Green Shipping Corridors, which have resulted in major environmental benefits while maintaining trade production, even during the complex COVID-19 pandemic.

(f) Furthermore, the Ports of Los Angeles and Long Beach have adopted a joint Clean Air Action Plan whose updated goals include transitioning cargo-handling equipment to zero emissions by 2030

1 and all drayage trucks calling at marine terminals to zero emissions
2 by 2035.

3 (g) The Ports of Los Angeles and Long Beach operate within
4 the South Coast Air Basin, which is impaired by a lack of
5 attainment with the National Ambient Air Quality Standards set
6 by the United States Environmental Protection Agency. Within
7 that air basin, the State Air Resources Board (state board) has
8 jurisdiction over the control and reduction of mobile sources of
9 emissions, and the regional South Coast Air Quality Management
10 District (south coast district) has jurisdiction over the control and
11 reduction of stationary sources of emissions.

12 (h) All of the current sources of intermodal emissions in
13 operation at the Ports of Los Angeles and Long Beach are currently
14 operating under, and subject to, the regulatory authority of the
15 state board, which has adopted regulations, most of which are the
16 strictest regulations anywhere in the world, limiting the emissions
17 of every component of the intermodal supply chain, including
18 drayage trucks, transportation refrigeration units, forklifts and
19 warehouse equipment, cargo-handling equipment at marine
20 terminals, cargo-handling equipment at rail terminals, oceangoing
21 vessels at berth, oceangoing vessel fuels while in California waters,
22 and commercial harbor craft and pilot vessels. Furthermore,
23 oceangoing vessels in transit are operating under, and subject to,
24 the regulatory authority of federal and international agencies,
25 including the International Maritime Organization, which has a
26 goal of net zero greenhouse gas emissions from international
27 shipping by or around 2050.

28 (i) The south coast district has expressed its intention to adopt
29 a regulation to control mobile sources of emissions from the Ports
30 of Los Angeles and Long Beach through the exercise of an indirect
31 source rule.

32 (j) Initial south coast district concepts for a seaport indirect
33 source rule included the imposition of inflexible emissions caps,
34 which would ultimately limit cargo flow at the Ports of Los
35 Angeles and Long Beach due to a lack of technological and
36 economic feasibility and a lack of infrastructure available to
37 accommodate emissions reductions when and if the technology
38 and economic feasibility issues were resolved. This action, in turn,
39 would have catastrophic impacts on jobs, the economy, local
40 communities, environmental quality, and the global supply chain.

(k) The Ports and the Cities of Los Angeles and Long Beach assert that instead of the adoption of a unilateral indirect source rule, a process for a collaborative agreement would be a better alternative, as it would include the impacted stakeholders who are best positioned to achieve both economic and environmental goals concurrently while minimizing delays and barriers.

(l) Maritime industry stakeholders concur with the Ports and Cities of Los Angeles and Long Beach that a process to implement a collaborative work product versus forcing top-down directives is more likely to create a more results-driven approach to environmental and economic improvements.

(m) Representatives of maritime labor unions, national, statewide, regional, and local businesses, organized labor, community groups, and other organizations agree with the mayors of the Cities of Los Angeles and Long Beach and are opposed to any indirect source rule that would require, incentivize, encourage, or otherwise promote the use of automated, remotely controlled, or remotely operated equipment, or infrastructure to support automated, remotely controlled, or remotely operated equipment. Representatives of these same organizations would support a collaborative agreement alternative that results in the procurement and operation of human-operated, zero-emissions equipment and infrastructure to support human-operated, zero-emissions equipment at the Ports of Los Angeles and Long Beach.

SEC. 2. Section 40453 is added to the Health and Safety Code, to read:

40453. (a) ~~Notwithstanding any other law, In the event the south coast district board shall update Rule 2304 Commercial Marine Ports to, or, if not yet adopted, ensure the final version of Proposed Rule 2304 will, fulfill~~ *takes an action before January 1, 2026, the action shall be updated to fulfill, or, if the south coast district board takes an action on or after January 1, 2026, the south coast district board shall ensure the action fulfills, both of the following conditions:*

(1) The ~~rule~~ *action* shall do all of the following:

(A) Recognize the contributions of sources of air pollution outside of the control of the ports.

(B) Require the ports to prepare assessments ~~for the rule~~ of energy demand and supply, cost estimates, and funding source, workforce, and environmental impacts.

1 (C) Use the assessments developed by the ports prepared
2 pursuant to subparagraph (B) to determine the timelines for
3 achieving the ~~rule's action's~~ targets.

4 (D) Create a process by which the ports can request extensions
5 to the timelines developed to achieve the ~~rule's action's~~ targets.

6 (2) The ~~rule action~~ shall not do any of the following:

7 (A) Impose a ~~firm~~ cap on cargo throughput or limit operations
8 at the ~~ports in ways that hinder global competitiveness;~~ ports.

9 (B) Require any actions that reduce pollution from sources that
10 are exclusively under the purview of the state or federal
11 government.

12 (C) Set any shorter timeline for achieving zero-emission
13 technology or zero-emission drayage trucks than what was stated
14 in the 2017 Update to the San Pedro Ports Clean Air Action Plan
15 and the 2017 Joint Declaration of the Mayors of the Cities of Los
16 Angeles and Long Beach.

17 ~~(b) This section shall apply to any other rule or regulation~~
18 ~~adopted by the south coast district board to address pollution from~~
19 ~~any mobile source that is already subject to regulation by the state~~
20 ~~board and that is associated with an operation at any public seaport~~
21 ~~or marine terminal facility at a public seaport.~~

22 ~~(e)~~

23 (b) For purposes of this section, ~~“ports”~~ the following definitions
24 apply:

25 (1) “Action” means either of the following:

26 (A) The adoption or amendment to Rule 2304 Commercial
27 Marine Ports, or any successor or replacement rule or regulation.

28 (B) The adoption or amendment of any other rule or regulation
29 adopted by, or the entering into of any agreement, including, but
30 not limited to, a compact, pact, contract, pledge, settlement,
31 covenant, accord, letter of agreement, letter or declaration of
32 intent, letter of understanding, or memorandum of understanding
33 by, the south coast district board to address pollution from any
34 mobile source that is already subject to regulation by the state
35 board and that is associated with an operation at any public
36 seaport or marine terminal facility at a public seaport.

37 (2) “Ports” means the Port of Long Beach and the Port of Los
38 Angeles.

39 ~~(d)~~

1 (c) This section shall remain in effect only until January 1, 2036,
2 and as of that date is repealed.

3 *SEC. 3. The Legislature finds and declares that a special statute*
4 *is necessary and that a general statute cannot be made applicable*
5 *within the meaning of Section 16 of Article IV of the California*
6 *Constitution because of the unique circumstances described in*
7 *Section 1.*

8 ~~SEC. 3.~~

9 *SEC. 4.* No reimbursement is required by this act pursuant to
10 Section 6 of Article XIII B of the California Constitution because
11 a local agency or school district has the authority to levy service
12 charges, fees, or assessments sufficient to pay for the program or
13 level of service mandated by this act, within the meaning of Section
14 17556 of the Government Code.

15 However, if the Commission on State Mandates determines that
16 this act contains other costs mandated by the state, reimbursement
17 to local agencies and school districts for those costs shall be made
18 pursuant to Part 7 (commencing with Section 17500) of Division
19 4 of Title 2 of the Government Code.

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Consideration of State Legislation

Board of Directors Meeting

May 7, 2025

Alan Abbs

Legislative Officer

Legislative and Government Affairs

Recommended Action

Adopt the following positions on current State Legislation introduced as an Assembly Bill (AB) or a Senate Bill (SB):

- 1. Support AB 674 (Connolly) – Clean Cars 4 All Program**
- 2. Support AB 1106 (Rodriguez) – State Air Resources Board: regional air quality incident response program**
- 3. Support AB 1352 (Solache) – Community air protection programs: financial support**
- 4. Support SB 69 (McNerney) – Clean Cars 4 All Program**
- 5. Work With Author AB 914 (Garcia) – Air pollution: indirect sources: toxic air contaminants**
- 6. Watch SB 34 (Richardson) – Air pollution: South Coast Air Quality Management District: mobile sources: public seaports**

The Policy, Grants, and Technology Committee voted to recommend these items for Board adoption at its meeting on April 16, 2025.

AB 674 (Connolly)

Clean Cars 4 All Program

This bill would make changes to the Clean Cars 4 All program that could result in more predictable incentive funding to air districts currently implementing a program.

Status: Introduced on February 14, 2025, and amended on March 10, 2025, to include substantive language. This bill was double-referred to the Assembly Transportation Committee and the Assembly Natural Resources Committee. The bill passed the Assembly Transportation Committee on April 7, 2025, and passed the Assembly Natural Resources Committee on consent on April 21, 2025. The bill will next be heard in the Assembly Appropriations Committee on April 30, 2025.

Committee Recommendation: Support

AB 1106 (Rodriguez)

State Air Resources Board: regional air quality incident response program

This bill would require the state board to expand its incident air monitoring program, subject to an appropriation by the Legislature for those purposes, to provide support for a regional network of air quality incident response centers operated by air districts.

Status: Introduced on February 20, 2025, and amended on March 24, 2025. This bill was referred to the Assembly Natural Resources Committee and passed on April 28, 2025. The bill will next be heard in the Assembly Appropriations Committee – hearing date pending.

Committee Recommendation: Support

AB 1352 (Solache)

Community air protection programs: financial support

This bill would continuously appropriate 10% of the annual proceeds of the fund to the state board to provide funding for purposes of awarding grants, providing technical assistance, supporting community participation, and offering incentives in connection with specified programs to improve air quality, thereby making an appropriation.

Status: Introduced on February 21, 2025, and amended on March 24, 2025, to include substantive language. This bill was referred to the Assembly Natural Resources Committee – hearing date pending.

Committee Recommendation: Support

SB 69 (McNerney)

Clean Cars 4 All Program

This bill would authorize a participating air district to submit a disbursement request to the state board for an amount equal to its previous 4 months of expenditures under the program if it determines that its balance of available funding for the program is less than the total amount of its expenditures under the program over the previous 4 months.

Status: Introduced on January 14, 2025, was gut and amended on March 24, 2025, and amended on April 24, 2025. This bill was referred to the Senate Environmental Quality Committee and passed on consent on April 23, 2025. The bill will next be heard in the Senate Appropriations Committee on May 5, 2025.

Committee Recommendation: Support

AB 914 (Garcia)

Air pollution: indirect sources: toxic air contaminants

This bill would require the California Air Resources Board to develop and enforce rules related to indirect sources of emissions, establish a fee for such sources, and directions on rule development mechanism.

Status: Introduced on February 19, 2025, and amended on March 24, 2025, to include substantive language. This bill was referred to the Assembly Natural Resources Committee and passed on April 28, 2025. The bill will next be heard in the Assembly Appropriations Committee – hearing date pending.

Committee Recommendation: Work With Author

SB 34 (Richardson)

Air pollution: South Coast Air Quality Management District: mobile sources: public seaports

This bill would, until January 1, 2036, prohibit the South Coast Air Quality Management District from adopting, considering adopting, or requiring that any local agency or city enforce any regulation or indirect source rule to address pollution from any mobile source that is already subject to regulation by the state board and that is associated with an operation at any public seaport or marine terminal facility at a public seaport.

Status: Introduced on December 2, 2024, amended on March 24, 2025, April 10, 2025, and April 21, 2025. This bill was double-referred to the Senate Environmental Quality Committee and the Senate Transportation Committee. The bill passed the Senate Environmental Quality Committee on April 23, 2025, and passed the Senate Transportation Committee on April 28, 2025. The bill will next be heard in the Senate Appropriations Committee – hearing date pending.

Committee Recommendation: Watch

Recap: Recommended Action

Adopt the following positions on current State Legislation introduced as an Assembly Bill (AB) or a Senate Bill (SB):

- 1. Support AB 674 (Connolly) – Clean Cars 4 All Program**
- 2. Support AB 1106 (Rodriguez) – State Air Resources Board: regional air quality incident response program**
- 3. Support AB 1352 (Solache) – Community air protection programs: financial support**
- 4. Support SB 69 (McNerney) – Clean Cars 4 All Program**
- 5. Work With Author AB 914 (Garcia) – Air pollution: indirect sources: toxic air contaminants**
- 6. Watch SB 34 (Richardson) – Air pollution: South Coast Air Quality Management District: mobile sources: public seaports**

The Committee voted to recommend these items for Board adoption at its meeting on April 16, 2025.

Questions/Feedback

For more information:

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BAY AREA AIR DISTRICT
Memorandum

To: Chairperson Lynda Hopkins and Members
of the Board of Directors

From: Philip M. Fine
Executive Officer/APCO

Date: May 7, 2025

Re: Community Benefit Fund Disbursement Plan

RECOMMENDED ACTION

Approve the Community Advisory Council's "The People's Air Grant Program" with a direct grantmaking process for the disbursement of the Community Benefit Fund in a total amount of \$3 million.

The Community Advisory Council recommended approval of this item at its meeting on March 20, 2024, and the Community Equity, Health, and Justice Committee recommended approval of this item at its meeting on April 9, 2024.

BACKGROUND

The Board established a one-time allocation of \$3 million as the Community Benefit Fund in the Fiscal Year Ending 2022 Budget to provide monetary resources for projects in impacted communities that reduce exposure to air pollution and address public health impacts. The Community Advisory Council (CAC) created the Community Benefit Fund Ad Hoc Committee to develop a recommendation for disbursement of the Community Benefit Fund to the Air District Board of Directors (Board).

The CAC Community Benefit Fund Ad Hoc Committee included: Council Members Fernando Campos, William Goodwin, John Kevin Jefferson, Mayra Pelagio, Charles Reed, Jeff Ritterman, Joy Massey, and Latasha Washington.

The CAC Community Benefit Fund Ad Hoc Committee explored different funding distribution pathways for the Community Benefit Fund including:

- Air-District-managed grant program
- Foundation-managed grant program, and,
- Traditional participatory budgeting (PB); a democratic process that empowers community members to play a direct role in budget decision-making.

The CAC Community Benefit Fund Ad Hoc Committee developed the “People’s Air Grant Program,” or PAGP, proposal in collaboration with Air District staff and consultants from Lyons-Newman Consulting, including Principal and Founder, Belinda Lyons-Newman, and Senior Consultant, Erica Harrell. Lyons-Newman Consulting is a management consulting firm based in the Bay Area specializing in working with nonprofit and public entities to advance systems-level social impact. They have deep knowledge and experience with PB, including three years facilitating the City of Vallejo’s PB initiative.

DISCUSSION

Prior to the CAC meeting, the CAC Community Benefit Fund Ad Hoc Committee developed the goals, eligibility and grant administration, or the Core Elements of the PAGP, as well as grantmaking options. The CAC Community Benefit Fund Ad Hoc Committee recommended a Participatory Grantmaking Process.

At the March 20, 2025, meeting of the CAC, the CAC Community Benefit Ad Hoc Committee, together with staff, presented the Core Elements of the PAGP, and three processes for grantmaking to the CAC for consideration.

The CAC agreed on the Core Elements of the PAGP and discussed the three alternative grantmaking processes:

- PAGP Participatory Grantmaking Process (recommended by the CAC Community Benefit Ad Hoc Committee)
- Participatory Project Type Selection
- Direct Grantmaking

The CAC did not move forward with the recommendation of the Community Benefit Fund Ad Hoc Committee to use a Participatory Grantmaking, or PB, process. The CAC further discussed the Direct Grantmaking option, which offers a streamlined pathway for an Air District-managed grant program. This approach reduces the time needed to conduct the process, with the goal of getting approved projects by the end of 2025. The goals, eligibility, and grant administration described in the Core Elements of the PAGP would also apply to this grantmaking option. In this process, the CAC will be integrated into the proposal review process, ensuring a community-centered approach to funding decisions.

The CAC also discussed adjusting the initially proposed timeline to include environmental justice community leaders in the project application review process. With this inclusion, the adjusted timeline anticipates grant agreements are finalized and project implementation begins in April 2026.

On April 9, 2025, CAC members Latasha Washington and William Goodwin presented the CAC’s recommended program, the PAGP, to the Community Equity, Health, and Justice Committee (CEHJ). During the CEHJ Committee meeting, Committee members

and Air District staff discussed the proposed funding tier structure, project reporting requirements, the method to identify and prioritize project types for the PAGP, potential conflicts of interests related to stipends for reviewers, and potential advantages and disadvantages of involving local jurisdictions during the PAGP grantmaking process. A Committee member suggested a progress report after 3 months to detect issues with launching a project. The CEHJ voted to recommend the Community Advisory Council's recommendation of "The People's Air Grant Program" with a direct grantmaking process for the disbursement of the Community Benefit Fund in a total amount of \$3 million to the Board.

As discussed by the CAC, the Core Elements of the PAGP, and direct grantmaking timeline and process are as described:

Core Elements of the People's Air Grant Program

The "The People's Air Grant Program (PAGP)" includes basic elements of a grant program that is the same across all the alternative process options. The core program elements of the PAGP are:

1. Air District will secure staffing for the implementation of PAGP.
2. Air District staff will further develop the guidelines, application, website, outreach plan and materials.
3. Projects funded by the PAGP should seek to advance one or more of the following goals:
 - a. Improve air quality and reduce local air pollution disparities, with a focus on communities most affected by air pollution and environmental injustices (impacted communities).
 - b. Equip impacted communities with tools and resources to reduce air pollution and improve public health outcomes.
 - c. Provide health care resources for people experiencing health problems resulting from exposure to air pollution.
4. The CAC will select a new Ad Hoc Committee of the CAC to support the selection process. The role of the new Ad Hoc Committee of the CAC will include serving as champions of community perspectives, participation, and involvement in the PAGP process.
5. The Air District will launch the PAGP for grants awards as described in the grant guidelines below and attached.
6. Air District staff will hold informational sessions to introduce the PAGP.
7. To ensure accountability and effectiveness, all funded projects will be required to submit an interim report after six months and an annual report each year. Air District staff, in consultation with the new Ad Hoc Committee of the CAC, will evaluate reports and determine whether the grantee is completing its activities and progressing toward its goals. At the end of each year, Air District staff and the new Ad Hoc Committee of the CAC will decide on renewal of each grant. The reports must include:
 - a. **Project Progress:** Status updates on implementation, milestones achieved, progress on the project timeline, a report on expenditures of

grant funds, any challenges encountered, and documentation or other evidence of progress toward results.

- b. **Project Results:** Progress toward meeting measurable outcomes and impacts related to air pollution reduction and public health improvements, as outlined in the grant agreement, including documentation or other evidence of results and/or progress toward results.
- c. If activities and progress toward goals are not achieved at progress reporting milestones, the Air District will provide technical assistance and support. If the project continues to be unsuccessful after support and technical assistance is provided, then the following actions may be taken:
 - i. Return of Unspent Funds: Grantees may be required to return any unused funds.
 - ii. Termination of Agreement: Failure to meet project commitments may result in the termination of the funding agreement.

More information is included in Attachment 1: The People's Air Grant Program.

Draft Timeline for Direct Grantmaking with CAC Review

Once the Board of Directors has approved the program, the Air District would begin work immediately to open the application process for community-based organizations and public agencies to submit proposals under the specific project types identified by the CAC. The CAC will be integrated into the proposal review process, ensuring a community-centered approach to funding decisions. Air District staff and the CAC will evaluate applications based on PAGP guidelines, including alignment with environmental justice priorities and the Air District's strategic goals. Following this review, the CAC will recommend a slate of proposals to the CEHJ, and the Board for final approval.

March to May 2025	Stage 1: CAC identifies and prioritizes project types based on current proposal
May 2025	Board approves process; Staff work grant guidelines, communications and outreach
May 2025	Staff research options and processes to support community member reviewers
June – September 2025	Staff implement changes (new policy, new outreach and selection process) to support community reviewers
August 2025	Release Grant Guidelines with 2 informational webinars to be recorded and posted
September – October 2025	Search and selection of community reviewers
October 2025	Stage 2: Detailed proposals based on CAC priority project types due

November 2025	Stage 3: CAC Ad Hoc Committee, Environmental Justice community members, and Air District review and score proposals
January 2026	CAC considers slate of projects for recommendation to CEHJ Committee
February 2026	CEHJ Committee considers final slate of projects for recommendation to the Board
March 2026	Board considers approving final slate of projects for grant awards
April 2026	Grant agreements are finalized and project implementation begins
April 2026 to March 2028	Grantees perform work, submitting regular grant reports and invoices

Information on all the options considered by the CAC are included in Attachment 2: Addendum A.

Next Steps

As discussed at the CAC meeting, and reflected in the timeline, Air District staff will explore the legal feasibility of the inclusion of environmental justice community members (i.e., EJ Leaders) in the project application review process, as well as logistical/administrative processes to ensure the Air District maintains a clear, transparent and fair process for evaluating all applications. This will require some changes to the Air District's existing compensation policies and will require returning to the Committee and Board for further direction.

This program and timeline will undergo additional refinement as staff and the new Ad Hoc Committee of the CAC move into the implementation process together.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Stipends for CAC to Participate in PAGP

Stipends paid to the CAC and members of a new CAC Ad Hoc Committee for their time and resources to engage in the program, review proposals, and approve grant awards is governed by the Air District's Compensation Policy for the CAC and would be funded with the budget allocated for CAC operations.

Payments for Community Reviewers

The Air District would need to compensate environmental justice community members for their time reviewing applications, comparable to the payments CAC members will receive. CAC members receive \$75 per hour per meeting but they do not receive a stipend for reviewing documents. They may apply for up to \$1000 (about 13.3 hours) for a project such as reviewing applications. If the same model is used, community members could apply to receive up to \$1000 for their services reviewing applications, which may or may not cover the extent of their review time and \$75/hour per meeting. The payment would be covered with the budget allocated for CAC operations.

PAGP Direct Grantmaking

The Board allocated \$3 million for the Community Benefit Fund. It is estimated that \$300,000 of the Community Benefit Fund will be used to support the community engagement and administration of the PAGP through a direct grant making process. The estimated \$300,000 of the Community Benefit Fund will be used to fund staff to design the PAGP planning process, conduct community outreach, and engage the CAC and other community leaders, and for other administrative costs. These estimated costs, in addition to the grant award amounts, include:

Air District Staff Time (estimate 1.25 full time employees – \$250,000)

Support for overseeing and managing the PAGP process, coordinating with internal and external stakeholders, leading related meetings, developing public materials to invite applications, developing the website, and other online communications, and ensuring alignment with the Air District's strategic goals. The Air District would also allocate auxiliary staff time (web support, contracting, legal) to this program that would not be covered by the estimated cost (\$300,000) from the Community Benefit Fund. This estimate also excludes the staff time to set up new processes for community reviewers.

Translation Services (estimate \$20,000-\$50,000)

Costs associated with translating materials into languages such as Cantonese, Mandarin, and Spanish. This includes translating project proposals, voting materials, outreach content, and other key documents. The final cost will depend on the volume of materials, number of languages for translation, complexity of content, and formatting requirements.

The above costs are estimates based on currently available information.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Miriam Torres
Reviewed by: Arsenio Mataka, Diana Ruiz, Marcia Raymond

ATTACHMENT(S):

1. CAC Recommendation-Peoples Air Grant Program
2. Addendum A-Overview of Funding Pathways Considered
3. Community Benefit Fund Disbursement Plan Recommendation Presentation

COMMUNITY ADVISORY COUNCIL RECOMMENDATION

THE PEOPLE'S AIR GRANT PROGRAM

The Bay Area Air District (Air District) Board of Directors established the Community Benefit Fund (\$3 million) to provide monetary resources for projects in impacted communities to reduce exposure to air pollution and address public health impacts. The "People's Air Grant Program" is the Community Advisory Council's (CAC) recommended plan for the process and guidelines to disburse the Community Benefit Fund.

ELIGIBLE APPLICANTS AND PROJECTS

1. The following proposed policies apply to the Air District Community Benefit Fund (CBF). The timeline for implementing the People's Air Grant as a pilot Program would begin upon approval of this proposal by the Air District Board of Directors. This document presents the CAC's proposed plan for the process and guidelines of the CBF.
2. Projects funded by the People's Air Grant Program should seek to advance one or more of the following goals:
 - a. Improve air quality and reduce local air pollution disparities, with a focus on communities most affected by air pollution and environmental injustices (impacted communities).
 - b. Equip impacted communities with tools and resources to reduce air pollution and improve public health outcomes.
 - c. Provide health care resources for people experiencing health problems resulting from exposure to air pollution.
3. Project summaries and detailed proposals may be developed by individuals who reside in, or co-ops¹ from, the counties of Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, southwestern Solano, and southern Sonoma. Project summaries and detailed proposals must have an implementing partner that is a California organization holding a tax-exempt status under Section 501(c)(3) of the federal Internal Revenue Code or a public agency that will serve as a fiscal sponsor for the project. California organizations holding a tax-exempt status under Section 501(c)(3) of the federal Internal Revenue Code or a public agency may engage individuals who reside in the nine Bay Area

¹ As defined by the National Cooperative Business Association, a co-op is an autonomous association of persons united voluntarily to meet their common economic, social, and cultural needs and aspirations through a jointly-owned and democratically-controlled enterprise

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counties within the Air District's jurisdiction to apply but the detailed proposals must reflect broad support by community members. Projects should address priority community needs identified in the [Air District's 2024-2029 strategic plan goals](#) and [CAC's Environmental Justice Priorities](#).

4. Projects also must show that the majority of the benefits of the project will go to low-income individuals or communities, defined as below 80% of Area Median Income.
5. Examples of projects that are eligible for funding include, but are not limited to:
 - a. Provide **health education** regarding air quality and pollution mitigation initiatives
 - b. Conduct **community-led research** to reduce air pollution and improve health outcomes
 - c. Conduct community-driven **air quality monitoring**
 - d. Improve **health care resources and services** in order to improve health outcomes for people with health problems in vulnerable communities
 - e. Implement **mitigation initiatives** designed to decrease air pollution and reduce negative health outcomes (e.g., air filters, planting trees, electrification, and other products and services)
6. Priority will be given to projects that²:
 - a. Have a direct impact on pollution reduction and improvements in health for impacted communities and residents (e.g., air filters, planting trees, electrification, and other air quality-related products and services)
 - b. Engage the skills and resources of the community, including engaging in meaningful and collaborative partnerships with other community leaders and organizations serving impacted communities
 - c. Improve air quality and reduce local air pollution disparities in impacted communities
7. Projects that are current or previous recipients of James Cary Smith (JCS) Community Grants are not eligible for the People's Air Grant Program funding. Additionally, projects previously funded or currently receiving support through the Air District's implementation of AB617 or [California Air Resources Board's AB617 Community Air Grant program](#) are also not eligible for funding through this program.

² Criteria for evaluating projects will be available with the guidelines.

ADDITIONAL PROJECT RULES

8. Future sustainability of a project must not be contingent on market- or demand-driven revenue streams. Examples of these types of ineligible projects could include start-ups or enterprise-driven nonprofits.
9. Projects must not require a change in public agency policy in order to be implemented and achieve the goals outlined in the proposal. Examples of these types of ineligible projects include ordinance development or campaigns.
10. Award funds are intended to expand efforts to reduce air pollution exposure and address public health impacts; funds are intended to spur collaboration with community and must not be used to supplant existing Air District, county, or state funds for projects advancing these goals.
11. To comply with California Government Code Section 1090 and Air District policy, members of the CAC who develop, score, or select projects must not receive any financial benefit from funds disbursed. Air District staff may not initiate, be the main representative of, or participate in projects where they will receive a personal benefit. The CAC will comprise a new Ad Hoc Committee for the selection process to serve as champions of community perspective, participation, and involvement in the People's Air Grant Program process, and to consider the needs of impacted communities. All members of the new Ad Hoc Committee of the CAC must submit a conflict-of-interest form and disclose any conflicts with proposals under consideration. In cases where conflicts of interest exist, members of the new Ad Hoc Committee of the CAC must recuse themselves from decisions related to the relevant proposal(s).

GRANT AWARD - TIERED AMOUNTS

12. The People's Air Grant Program will award grants in three tiers up to the amounts noted over a 2-year period, as follows:

Tier	Annual Grant Award	Total Grant Award (over 2 years)	# of Grants Awarded	Total Funding Required
1	\$75,000	\$150,000	6	\$900,000
2	\$100,000	\$200,000	5	\$1,000,000
3	\$200,000	\$400,000	2	\$800,000
			Total: 13	Total: \$2,700,000

13. A grant tier is selected by the applicant based on funding amount requested to meet project needs. Grant tiers are the mechanism to ensure that projects compete in their funding category for a fair chance to be selected.
14. If grantees are using a fiscal sponsor³, then the administrative fee charged by the fiscal sponsor may not exceed 15% of the total grant award.

PROPOSAL DEVELOPMENT AND SUBMISSION

15. The application process for the People's Air Grant Program consists of three stages including identification of eligible project types, detailed proposal development and submission, and proposal review and selection.
16. **Stage 1: CAC Prioritizes Project Types:** In the first stage, the CAC will identify a list of potential project types based on the criteria identified for the PAGP.
17. **Stage 2: Detailed Proposal Development:** Applicants submit a detailed project proposal based on project types. This stage is the application process to submit projects, outlining specific goals, implementation plans, budgets, and expected community impact. Applicants will have 6 weeks to complete this stage and must develop and submit the following:
 - a. Contact Name / Phone / Email
 - b. Project Title
 - c. Indicate which of the CAC Environmental Justice Priorities the project fulfills
 - d. Identify which Goal and Strategy in the Air District's 2024-2029 Strategic Plan best aligns with the proposed project
 - e. Project Description
 - f. Project Plan and Timeline
 - g. Budget Proposal
 - h. Description of Need, Benefit, Readiness to Implement, and Community Impact
 - i. Project Team Information
 - j. Name of Implementing 501(c)(3) or Public Agency Partner.⁴ Verification of applicant or applicant's fiscal sponsor's status as a valid and current California organization holding a tax-exempt status under Section 501(c)(3) of the federal Internal Revenue Code or a public agency

³ A fiscal sponsor is a nonprofit 501(c)(3) organization that provides their legal and tax-exempt status to groups—typically projects—engaged in activities related to their mission. Fiscal sponsors typically charge a fee for their service.

⁴ Refer to eligibility section (4) for more details.

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- k. Supporting Materials (e.g., letters of support from community members or community organizations)
 - l. Public Posting Summary (a concise, public-facing summary of the project)
 - m. Indicate which of the CAC Environmental Justice Priorities the project fulfills
 - n. Description and map of the community to benefit from the proposed project. NOTE: It is recommended to use CalEnviroScreen 4.0, a tool used to screen for relative pollution burden. If other data exists that helps to identify other impacted communities, the applicant should include that information in their application for consideration.
18. **Stage 3: Proposal Review and Selection:** Air District staff and the new Ad Hoc Committee of the CAC will review the proposals based on a scoring rubric included in the grant guidelines that assesses proposals based on meeting minimum requirements, benefit, and feasibility, and alignment with the [CAC's Environmental Justice Priorities](#) and the [Air District's 2024-2029 strategic plan goals](#). After individual proposals are assessed and scored, the slate of proposals will also be assessed together to ensure a balanced slate to recommend for approval. From among the eligible proposals, the strongest fitting proposals will be selected. Then, the new Ad Hoc Committee of the CAC and staff will recommend a slate of proposals to the CAC.
19. **Community Education and Outreach:** Informational materials, such as flyers, and project summaries, will be available online. Outreach will target areas most impacted by air pollution to support applications from these areas. Outreach materials will be provided in English and languages such as Spanish and Chinese (Cantonese and Mandarin). The Air District may also translate materials into additional languages (e.g., Vietnamese, Tagalog, etc.) or provide oral interpretation of those written materials.
20. **Selected Projects:** The recommended projects selected by the ad hoc and staff will be assessed by the CAC for geographic representation and programmatic balance. The CAC will recommend selected projects to the Community Equity, Health, and Justice (CEHJ) Committee to recommend to the Board of Directors for approval. The Board of Directors approves all grant agreements per Air District policies.
21. **Results Announcement:** The Air District will announce the outcomes, and the approved projects will be funded through a grant agreement with the Air District. The grant agreement template will be provided to applicants in advance along with the application materials. Work can begin as soon as a grant agreement is signed. Results will be published on the Air District website and communicated directly to applicants.

GRANT AWARDS

22. All applicants, including those selected and those that were not selected, will be notified electronically by Air District staff regarding whether their projects have been selected for funding. Selection for funding constitutes preliminary approval only. Final approval for funding occurs when a grant agreement has been signed by both the grantee and the Air District. Air District staff will prepare grant agreements that set forth the terms and conditions of each grant. Grantees are legally bound to meet certain requirements, including notifying the Air District of any change in project implementation and submitting progress reports and a final report. If the Air District awards an amount that differs from the amount requested, Air District staff will work with the grantee to align deliverables, outcomes, and timelines appropriately. Upon execution of the grant agreement, the grantee may commence work on funded activities. Should there be any change in the originally agreed-upon scope of work, grantees must contact the Air District to amend the Work Plan of the Grant Agreement.

GRANT AWARD MONITORING, EVALUATION, AND ACCOUNTABILITY

23. To ensure accountability and effectiveness, all funded projects must submit an interim report after six months and an annual report each year. Staff, in consultation with the new Ad Hoc Committee of the CAC, evaluate reports and determine whether the grantee is completing its activities and progressing toward its goals. At the end of each year, Air District staff and the new Ad Hoc Committee of the CAC decide on renewal of each grant. The reports must include:

- a. **Project Progress:** Status updates on implementation, milestones achieved, progress on the project timeline, a report on expenditures of grant funds, any challenges encountered, and documentation or other evidence of progress toward results.
- b. **Project Results:** Progress toward meeting measurable outcomes and impacts related to air pollution reduction and public health improvements, as outlined in the grant agreement, including documentation or other evidence of results.

24. If activities and progress toward goals are not achieved at progress reporting milestones, the Air District will provide technical assistance and support within its abilities to support the success of the project. If the project continues to be unsuccessful after support and technical assistance is provided, then the following actions may be taken:

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- a. **Return of Unspent Funds:** Grantees may be required to return any unused funds.
- b. **Termination of Agreement:** Failure to meet project commitments may result in the termination of the funding agreement.

Addendum A

Overview of Funding Pathways Considered

by the Community Benefit Ad Hoc Committee and the Community Advisory Council

The Community Advisory Council (CAC) created the Community Benefit (CBF) Ad Hoc Committee to develop a plan for disbursement of the Community Benefit Fund for recommendation to the Air District Board of Directors. The CBF ad hoc committee explored different pathways for the disbursement of the \$3 million, including a foundation-managed grant process, creating an Air District managed grant program or utilizing the James Cary Smith Community Grant Program, participatory budgeting and a grant program with participatory budgeting elements, which led to the proposal under Board consideration included in this packet of materials. For each funding pathway, the CBF ad hoc committee learned about key elements of each pathway, including: oversight and administration, decision-making, fiscal management, technical support options, accountability mechanisms, resources and time required to run the program. This addendum summarizes the funding pathways considered, outlines key considerations and reasons the CBF Ad Hoc Committee did not select those pathways.

Foundation-Managed Grant Process

A foundation-managed grant process involves a third-party foundation handling governance, financial management, and administrative support for grant distribution. This approach would minimize the administrative burden on CAC members and Air District staff while ensuring compliance and efficiency. The benefit of this option is that the foundation would oversee grant management, accounting, reporting, risk management, audits, and other administrative functions, ensuring financial compliance with clear accountability. Additionally, foundations are nimble and would offer flexibility in the application process and requirements for receiving funds. A key challenge for the CBF Ad Hoc Committee was providing the funds to the Foundation without having control over how the grant is administered or projects are chosen. The reasons the CBF Ad Hoc Committee did not select this pathway include the administrative fee¹ and lack of control over the administration of the grant.

Air District Managed Grant Program, including utilizing the James Cary Smith Community Grant Program

The Bay Area Air District administers various funding programs, including the community-focused James Cary Smith Community Grant Program. The CBF Ad Hoc Committee explored two options: 1. creating a new grant program managed by the Air District using existing processes and 2. Directing CBF funds for use by the James Cary Smith (JCS) Community Grant Program, with its existing program guidelines and criteria. The CBF Ad Hoc concluded that the benefits of option 1, creating a new grant program, are that the Ad Hoc would be able to

¹ Administrative fees in philanthropy vary by location, fund type, size, and fund activity, up to 18% as of the last known survey in 2007.

recommend the criteria, the Air District could use existing processes, and the CAC could have oversight over the program. The disadvantages and reasons this option was not selected is that it would have required at least 18 months to set up after Board approval and that projects are selected by the Air District, not through a participatory process. However, it would have likely taken longer given resource and capacity issues with administering the grant program within the Environmental Justice Division, which was also an issue with option 2. With the second option to direct CBF funds to the JCS Community Grant Program, the CBF Ad Hoc Committee discussed different variations such as, adding funds to the next JCS Community Grant cycle and collaborating on outreach but without changing criteria, and adding funds to the next grant cycle but changing the criteria and collaborating on the selection process. The CBF Ad Hoc concluded that the benefits of directing CBF funds to the JCS Community Grant Program were faster delivery of funds utilizing an existing funding program that is demonstrated to be successful. The reasons the CBF Ad Hoc Committee did not select this pathway were that using an existing program on a set timeline to release their second cycle to comply with Air District fiscal deadlines meant limited ability to change grant guidelines, grant name, and limited CAC member engagement in project selection.

Participatory Budgeting

Participatory budgeting is a democratic process that allows community members to directly participate in budget-related decision making. With participatory budgeting, community members decide how to spend a defined portion of a government agency's budget. While participatory budgeting is generally a customized process developed by a government agency and local community partners, most follow a standard process: Plan, Design, Brainstorm, Develop, Vote, Implementation, or Fund, and Evaluation. Key elements of participatory budgeting include having a committee of community members as an integral part of the process, supporting with selection of projects, and running a participatory process that enables community members to vote for the projects. The challenges discussed by the CBF Ad Hoc Committee were the laborious engagement steps involved in the process that require resources and time, which makes this option the most time intensive and costly of the options discussed. Given the key participatory elements of the process such as, CAC members selecting projects and the public voting for projects, CBF Ad Hoc Committee selected the key elements of participatory budgeting for their preferred option. This participatory grantmaking process did not move forward during the March 20, 2025 CAC meeting.

PAGP - Participatory Grantmaking Process²

Community Benefit Fund Ad Hoc Committee's proposed the following recommended process to disburse the Community Benefit Fund based on PB principles and design:

- A. The proposals will be developed and submitted through 3 stages:
 - a. Stage 1—Brief Project Summary: Applicants will submit a short project summary (500-word letter of intent or 2-minute video) and answer eligibility questions. Applicants will be evaluated based on eligibility criteria posted in grant guidelines; eligible submissions will advance to Stage 2.
 - b. Stage 2—Detailed Proposal Development: Every project that advances to Stage 2 will create a detailed proposal. If funding is available, every project that advances to Stage 2 will receive written feedback on ways to increase clarity and feasibility of the proposal and to be more responsive to scoring criteria. In addition, if funding is available, applicants may receive time with a grant-writing technical assistance consultant to identify areas of improvement for their proposal.
 - c. Stage 3—Proposal Review and Selection: Air District staff and the new Ad Hoc Committee of the CAC will review proposals based on a scoring rubric included in the grant guidelines that assesses proposals based on meeting minimum requirements, benefit, feasibility, and alignment with the [CAC's Environmental Justice Priorities](#) and the [Air District's 2024-2029 Strategic Plan goals](#). After individual proposals are assessed and scored, the final recommended slate of proposals will also be assessed together to ensure a balanced slate to recommend for the ballot. Then, the new Ad Hoc Committee of the CAC and staff will recommend a slate of proposals to the CAC for the ballot, and public posting. The CAC will consider a slate of projects, an amount up to 3 times the total number of potential grant awardees, for public posting.
- B. Individuals who reside in the nine Bay Area counties within the Air District's jurisdiction who are age 14 or older will vote on the proposed projects they deem most beneficial to the communities. Voting will take place online. If funding is available, there will also be at least one in-person voting location option.
- C. The projects selected by the public will be assessed by the CAC for geographic representation and programmatic balance. The CAC will recommend the selected projects to the Community Equity, Health, and Justice (CEHJ) Committee to recommend to the Board for approval. The Board approves all grant agreements per Air District policies.
- D. The Air District will announce the outcomes, and the approved projects will be funded through a grant agreement with the Air District. Final approval for funding occurs when a grant agreement has been signed by both the grantee and the Air District. Grants will be made for a 2-year period.
- E. If funding is available, the PAGP process will be evaluated, including a post-vote review that will assess the voting process for inclusivity, accessibility, and efficiency. If funding

² The participatory grantmaking process did not move forward at the March 20, 2025 CAC meeting.

is available, it is recommended that the Air District hire a professional, external evaluator. The results of the evaluation, including recommendations for changes, will be presented to the CAC and the Board.

Draft Timeline PAGP Participatory Grantmaking

May 2025	Board approval of the PAGP
May to December 2025	Request For Proposals (RFP) process to secure consultant support
January to March 2026	Consultant and Air District staff design detailed process rulebook and execution plan for the PAGP
March 2026	CAC selection of new Ad Hoc Committee to support the PAGP process; Public announcement of the PAGP
April 2026	Air District holds informational sessions to facilitate Stage 1 engagement in the PAGP
May 2026	Stage 1 brief project summaries due
June 2026	Applicants evaluated based on eligibility criteria; Selected applicants invited to provide detailed proposals (60 days to complete proposals)
July 2026	Written feedback provided to applicants on ways to increase clarity and feasibility of their proposals
August 2026	Stage 2 detailed proposals due
September 2026	Proposal review and selection for public posting
November 2026	New Ad Hoc Committee of the CAC recommends a slate of proposals to the CAC for the ballot and public posting
December 2026	Projects posted for public voting
January 2027	Projects selected by the public will be assessed by the CAC for recommendation to CEHJ to recommend to the Board for approval
February 2027	CEHJ considers approval of projects for recommendation to Board for approval

March 2027	Board considers approval of projects
March 2027	Air District announces outcomes of the vote and the Board's approval
April 2027	Grant agreements finalized; Project implementation begins
April 2027 to March 2029	Grantees perform work, submitting regular grant reports and invoices

Grantees are anticipated to perform work, submit regular grant reports and invoices from March 2027 through February 2029.

Participatory Project Type Selection

During the March 20, 2025 CAC Meeting, Air District staff presented the Participatory Project Type Selection process as an alternative grant making process that maintains PB elements while reducing the time needed to conduct the process, with the goal of releasing funds one year sooner. The goals, eligibility, and grant administration described in the attached PAGP proposal would also be the core elements of this process.

In the first stage, the CAC will identify a list of potential project types based on minimum criteria identified for the Community Benefit Fund, community priorities, and environmental justice considerations. For example, possible project types could include air filters, tree planting, or electrification. These project types will then be presented to the public for a vote to determine which should be prioritized for funding. This ensures that funding priorities reflect community needs and align with environmental justice principles. The public engagement process will involve outreach and education efforts to ensure widespread participation. The project types with the most votes will guide Stage 2, the solicitation process for grant proposals.

In Stage 3, the CAC Ad Hoc Committee and staff would review and evaluate the proposals based on strategic alignment, feasibility, and benefit to impacted communities.

Draft Timeline for Participatory Project Type Selection

March to April 2025	CAC members identify project types based on current proposal
May 2025	Board approves process
May 2025	Staff work on RFP for consultants to facilitate and carry-out communications, website, and public voting processes
June to August 2025	RFP submissions and contracting process
August 2025	Consultant develops communications plan and website for public voting
September 2025	Stage 1: Public Voting on Project Types
September 2025	Release of Grant Guidelines detailing winning project types; 45-day application period begins and 2 informational webinars to be recorded and posted
October 31, 2025	Stage 2: Detailed proposals based on public priorities due
November 2025	Stage 3: CAC Ad Hoc Committee members and Air District review and score proposals

January 2026	CAC considers slate of projects for recommendation to CEHJ Committee
February 2026	CEHJ Committee considers final slate of projects for recommendation to the Directors
March 2026	Board considers approving final slate of projects for grant awards
April 2026	Grant agreements are finalized, and project implementation begins
2026 to 2028	Grantees perform work, submitting regular grant reports and invoices

Direct Grantmaking Process with CAC Review (CAC Recommendation)

The Direct Grantmaking process offers a streamlined pathway for an Air District-managed grant program. This approach reduces the time needed to conduct the process, with the goal of getting approved projects by the end of 2025. The goals, eligibility, and grant administration described in the Core Elements of the PAGP would also apply to this grantmaking pathway. In this process, the CAC will be integrated into the proposal review process, ensuring a community-centered approach to funding decisions.

Draft Timeline for Direct Grantmaking with CAC Review

(as initially presented to the CAC)

March to May 2025	Stage 1: CAC identifies and prioritizes project types based on current proposal
May 2025	Board approves process; Staff work grant guidelines, communications and outreach
June 2025	Release Grant Guidelines with 2 informational webinars to be recorded and posted
July 2025	Stage 2: Detailed proposals based on CAC priority project types due; 45-day application period end
August 2025	Stage 3: CAC Ad Hoc Committee and Air District review and score proposals
October 2025	CAC considers slate of projects for recommendation to CEHJ Committee
November 2025	CEHJ Committee considers final slate of projects for recommendation to the Board
December 2025	Board considers approving final slate of projects for grant awards
January 2026	Grant agreements are finalized and project implementation begins
February 2026 to February 2028	Grantees perform work, submitting regular grant reports and invoices

Adjusted Timeline: Draft Timeline for Direct Grantmaking with CAC and Community Member Review

The CAC discussed including environmental justice community leaders in the project application review process, which requires adjusting the initially proposed timeline to the draft timeline below. With this inclusion, the anticipated timeline estimates grant agreements are finalized and project implementation begins in April 2026. However, the timeline will be revised once the necessary changes are implemented to integrate community reviewers.

March to May 2025	Stage 1: CAC identifies and prioritizes project types based on current proposal
May 2025	Board approves process; Staff work grant guidelines, communications and outreach
May	Staff research options and processes to support community member reviewers
June – September 2025	Staff implement changes (new policy, new outreach and selection process) to support community reviewers
August 2025	Release Grant Guidelines with 2 informational webinars to be recorded and posted
September – October	Search and selection of community reviewers
October 2025	Stage 2: Detailed proposals based on CAC priority project types due;
November 2025	Stage 3: CAC Ad Hoc Committee, environmental justice community members, and Air District review and score proposals
January 2026	CAC considers slate of projects for recommendation to CEHJ Committee
February 2026	CEHJ Committee considers final slate of projects for recommendation to the Board
March 2026	Board considers approving final slate of projects for grant awards
April 2026	Grant agreements are finalized and project implementation begins
April 2026 to March 2028	Grantees perform work, submitting regular grant reports and invoices



Community Benefit Fund Disbursement Plan

Board of Directors Meeting

May 7, 2025

Latasha Washington
Community Advisory Council Member

Recommended Action

Approve the Community Advisory Council's (CAC) recommendation of "The People's Air Grant Program" with a direct grantmaking process for the disbursement of the Community Benefit Fund in a total amount of \$3 million

Background

- The Air District Board of Directors established the Community Benefit Fund, a one-time allocation of \$3 million (M) intended to be community-directed and to benefit communities overburdened by air pollution.
- On March 20, 2025, the CAC voted to recommend “The People’s Air Grant Program” with a direct grantmaking process, including CAC and environmental justice community members in the project application review and selection process.
- On April 9, 2025, the Community Equity, Health, and Justice Committee voted to recommend that the Board approve the Community Advisory Council’s recommendation of “The People’s Air Grant Program.”

Grant Program Goals

- Grantees of the program would seek to advance one or more of the following:
 - Improve air quality and reduce local air pollution disparities, with a focus on communities most affected by air pollution and environmental injustices (impacted communities).
 - Equip impacted communities with tools and resources to reduce air pollution and improve public health outcomes.
 - Provide health care resources for people experiencing health problems resulting from exposure to air pollution.

Eligible Applicants & Projects

- Applicants must be community members from Bay Area counties and require a 501(c)(3) nonprofit or public agency partner.
- Projects must focus on improving air quality, reducing pollution disparities, and supporting environmental justice communities.
- Projects should align with at least one of the Air District's Strategic Plan goals and the CAC's Environmental Justice Priorities.
- Projects must demonstrate majority of benefits directed to low-income communities.

Funding Tiers

- Tier 1: \$75,000 annually (\$150,000 over 2 years per project)
- Tier 2: \$100,000 annually (\$200,000 over 2 years per project)
- Tier 3: \$200,000 annually (\$400,000 over 2 years per project)

Grant Administration & Accountability

- **Award Process:** Grants awarded through formal agreements with monitoring requirements
- **Reporting Requirements:**
 - Interim reports (6 months) and annual evaluations
 - Review of project outcomes related to making progress toward pollution reduction and/or health improvements
- **Non-Compliance Measures:**
 - Return of unspent funds
 - Possible termination of agreements for failure to meet commitments

People's Air Grant Program Timeline

Estimated Timeframe	Direct Grantmaking Process
May 2025	Air District Begins Implementing Program
May 2025	Stage 1: CAC Prioritizes Project Types
May - October	Research and implement new policy, outreach and selection process to support community reviewers, select community reviewers.
October 2025	Stage 2: Detailed Proposal Development based on Project Types
November 2025	Stage 3: Proposal Review by CAC Ad Hoc Committee and Staff
January-February 2026	CAC & Community Equity, Health, and Justice (CEHJ) Comm. Consider Slate of Projects for Recommendation to the Board of Directors
March 2026	Board of Directors Considers Projects for Approval
April 2026	Grant Agreements Final
April 2026 - March 2028	Project Implementation

Recommended Action

Approve the Community Advisory Council's (CAC) recommendation of "The People's Air Grant Program" with a direct grantmaking process for the disbursement of the Community Benefit Fund in a total amount of \$3 million

Questions?

For more information:

Miriam Torres

Senior Advanced Projects Advisor

miriamtorres@baaqmd.gov

BAY AREA AIR DISTRICT
Memorandum

To: Chairperson Lynda Hopkins and Members
of the Board of Directors

From: Hyacinth Hinojosa
Deputy Executive Officer, Finance and Administration

Date: May 7, 2025

Re: Approval of an Amendment to the Employment Agreement for General
Counsel

RECOMMENDED ACTION

Recommend the Board of Directors consider approving the attached amendment to the Employment Agreement for General Counsel increasing the salary by up to 5%.

BACKGROUND

Alexander G. Crockett has served in the position as General Counsel since May 23, 2022. During the May 7, 2025, closed session of the Air District's Board of Directors, the Board will conduct the annual employment performance review for General Counsel.

DISCUSSION

The Board will consider amending the employment contract for General Counsel by providing a merit increase in salary consistent with General Counsel's employment agreement. The proposed amendment is included as Attachment 1.

BUDGET CONSIDERATION/FINANCIAL IMPACT

This salary is included in the Fiscal Year Ending 2025 and 2026 budgets under the Legal Division.

Respectfully submitted,

Hyacinth Hinojosa
Deputy Executive Officer, Finance and Administration

Prepared by: Hyacinth Hinojosa

ATTACHMENT(S):

1. Draft Crockett Amended Employment Agreement No 4. District Counsel 2025-05-07
2. Crockett Amended Employment Agreement No 3. District Counsel 2024-04-02
3. Crockett Amended Employment Agreement No 2. District Counsel 2024-06-05
4. Crockett Amended Employment Agreement No 1. District Counsel 2023-06-11
5. Crockett Employment Agreement District Counsel 2022-05-19

AMENDMENT No. 4 TO EMPLOYMENT AGREEMENT

General Counsel

This Amendment to Employment Agreement ("Agreement") is made and entered into on this 7th day of May, 2025, by and between the **Bay Area Air Quality Management District** (the "District") and District Counsel **Alexander Crockett** ("Employee").

WHEREAS, the District and Employee are parties to an Agreement setting forth the terms and conditions of Employee's employment as General Counsel, dated May 19, 2022 ("Employment Agreement");

WHEREAS, Employee has been employed as General Counsel pursuant to the Employment Agreement since May 23, 2022;

WHEREAS, the Employment Agreement provides that Employee shall receive a one-year performance evaluation whereby the District Board will consider a salary increase of up to five percent (5%);

WHEREAS, the District Board conducted a performance evaluation of Employee which included a closed session review on May 7, 2025; and

WHEREAS, the District desires to provide Employee a ____ percent (____%) salary increase consistent with the favorable performance evaluation and the provisions of the Employment Agreement.

NOW, THEREFORE, the District and Employee agree to modify the Employment Agreement as follows:

1. Employee's annual base salary is increased ____ percent (____%) from Employee's current yearly salary effective May 23, 2025. Section 4.a. of the Employment Agreement is hereby amended to reflect the new annual base salary of \$ _____ effective May 23, 2025.
2. All other provisions of Employee's Employment Agreement remain in full force and effect without amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment to Employment Agreement which shall be effective upon the commencement date specified above.

**BAY AREA AIR QUALITY MANAGEMENT
DISTRICT**

EMPLOYEE

Lynda Hopkins
Board Chair

Alexander Crockett
General Counsel

AMENDMENT NO. 3 TO EMPLOYMENT AGREEMENT

General Counsel

This Amendment To Employment Agreement ("Amendment") is made and entered into on this 2nd day of April, 2025, by and between the **Bay Area Air Quality Management District** (the "Air District") and its General Counsel **Alexander Crockett** ("Employee").

WHEREAS, the Air District and Employee are parties to an Agreement setting forth the terms and conditions of Employee's employment as General Counsel (f/k/a District Counsel), dated May 19, 2022 ("Employment Agreement");

WHEREAS, Employee has been employed as General Counsel (f/k/a District Counsel) pursuant to the Employment Agreement since May 23, 2022;

WHEREAS, the Employment Agreement provides that the Parties shall meet and confer four months prior to the expiration of the Employment Agreement regarding whether to extend the Employment Agreement, and if so on what terms;

WHEREAS, the Parties have met and conferred and mutually desire to extend the Employment Agreement for an additional three (3) years as provided for in this Amendment; and

NOW, THEREFORE, the Air District and Employee agree to amend the Employment Agreement as follows:

1. Paragraph 1 (Term) is amended to extend the term of the Employment Agreement for an additional three (3) years, such that Employee's period of employment shall end on May 22, 2028, subject to the limitations of the Agreement.
2. Paragraph 7 (Termination and Severance), subparagraph (a), is similarly amended to extend the contractual term for an additional three (3) years, such that Employee's employment as General Counsel will terminate on May 22, 2028, unless the parties agree to further extend the Employment Agreement on or before that date.
3. Paragraph 8 (Indemnification and Defense) is amended to add a new second paragraph, in addition to the existing paragraph that shall remain a part of the Employment Agreement, as follows:

"After termination of the Employment Agreement, should a need arise for Employee to respond to any subpoena or discovery, to provide testimony at deposition, trial, arbitration, or at an administrative hearing, or to otherwise perform services with respect to any matter relating to or arising out of Employee's services rendered under the Employment Agreement, the Air District shall compensate Employee for time spent in doing so, including any required preparation time, at an hourly rate of two hundred fifty dollars (\$250) per hour. The Air District further agrees to reimburse Employee for all reasonable and necessary expenses incurred in connection with such work, subject to Employee providing proper documentation within sixty (60) days of the expense(s). Should Employee require separate legal representation as prescribed under California Government Code section 995.9, the Air District agrees to provide such representation."

4. All references in the Employment Agreement to the position title "District Counsel" are amended to refer to the new position title "General Counsel."

All other provisions of the Employment Agreement remain in full force and effect without amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment to Employment Agreement, which shall be effective upon the commencement date specified above.

**BAY AREA AIR QUALITY MANAGEMENT
DISTRICT**


Lynda Hopkins
Board Chair

EMPLOYEE


Alexander Crockett
General Counsel

AMENDMENT No. 2 TO EMPLOYMENT AGREEMENT

District Counsel

This Amendment to Employment Agreement ("Agreement") is made and entered into on this 5th day of June, 2024, by and between the **Bay Area Air Quality Management District** (the "District") and District Counsel **Alexander Crockett** ("Employee").

WHEREAS, the District and Employee are parties to an Agreement setting forth the terms and conditions of Employee's employment as General Counsel, dated May 19, 2022 ("Employment Agreement");

WHEREAS, Employee has been employed as General Counsel pursuant to the Employment Agreement since May 23, 2022;

WHEREAS, the Employment Agreement provides that Employee shall receive a one-year performance evaluation whereby the District Board will consider a salary increase of up to five percent (5%);

WHEREAS, the District Board conducted a performance evaluation of Employee which included a closed session review on June 5, 2024; and

WHEREAS, the District desires to provide Employee a five percent (5%) salary increase consistent with the favorable performance evaluation and the provisions of the Employment Agreement.

NOW, THEREFORE, the District and Employee agree to modify the Employment Agreement as follows:

1. Employee's annual base salary is increased five percent (5%) from Employee's current yearly salary effective May 23, 2023. Section 4.a. of the Employment Agreement is hereby amended to reflect the new annual base salary of \$355,937.13 effective May 23, 2024.
2. All other provisions of Employee's Employment Agreement remain in full force and effect without amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment to Employment Agreement which shall be effective upon the commencement date specified above.

**BAY AREA AIR QUALITY MANAGEMENT
DISTRICT**



Davina Hurt
Board Chair

EMPLOYEE



Alexander Crockett
District Counsel

AMENDMENT TO EMPLOYMENT AGREEMENT

District Counsel

This Amendment To Employment Agreement ("Agreement") is made and entered into on this 21st day of June, 2023, by and between the **Bay Area Air Quality Management District** (the "District") and District Counsel **Alexander Crockett** ("Employee").

WHEREAS, the District and Employee are parties to an Agreement setting forth the terms and conditions of Employee's employment as District Counsel, dated May 19, 2022 ("Employment Agreement");

WHEREAS, Employee has been employed as District Counsel pursuant to the Employment Agreement since May 23, 2022;

WHEREAS, the Employment Agreement provides that Employee shall receive a one-year performance evaluation whereby the District Board will consider a salary increase of up to five percent (5%);

WHEREAS, the District Board conducted a performance evaluation of Employee which included a closed session review on June 7, 2023; and

WHEREAS, the District desires to provide Employee a five percent (5%) salary increase consistent with the favorable performance evaluation and the provisions of the Employment Agreement.

NOW, THEREFORE, the District and Employee agree to modify the Employment Agreement as follows:

1. Employee's annual base salary is increased five percent (5%) from Employee's current yearly salary effective May 23, 2023. Section 4.a. of the Employment Agreement is hereby amended to reflect the new annual base salary of \$318,897.23 effective May 23, 2023.
2. All other provisions of Employee's Employment Agreement remain in full force and effect without amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment to Employment Agreement which shall be effective upon the commencement date specified above.

**BAY AREA AIR QUALITY MANAGEMENT
DISTRICT**

DocuSigned by:

John Bauters

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JOHN J. BAUTERS

Board Chair

EMPLOYEE

DocuSigned by:

Alexander Crockett

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ALEXANDER CROCKETT

District Counsel

EMPLOYMENT AGREEMENT

District Counsel

This Employment Agreement ("Agreement") is made and entered into on this 19th day of May 2022, by and between the **Bay Area Air Quality Management District** (the "District") and **Alexander Crockett** ("Employee") for services to be performed by Employee in the position of District Counsel. District and Employee are collectively hereinafter referred to as "Parties."

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. **Term.**

The District hereby employs Employee as District Counsel of the District and Employee hereby accepts employment for a period of three (3) years commencing on May 23, 2022, and ending on May 22, 2025, subject to the limitations of this Agreement.

2. **Duties.**

District Counsel shall manage the legal affairs of the District under the general direction and authority of the District Board of Directors ("Board"), or the Chief Executive Officer of the District, as the Board in its discretion may elect. Typical responsibilities include those detailed in the class specification of "Counsel" attached hereto as Exhibit A. Employee understands and agrees that these responsibilities are illustrative only and that the District may add, subtract, or change them in its discretion. Employee shall devote himself on a full-time basis to fulfillment of his responsibilities and shall devote such time as may be reasonably necessary for satisfactory performance of his obligations under this Agreement. Employee shall undertake no other professional employment during the term of this Agreement.

3. **Work Product/Attorney-Client Privilege**

Employee agrees that all files, notes, documents, data, specifications, correspondence, drawings, reports and other material prepared by or furnished to Employee in connection with his District employment shall be and remain the sole and exclusive property of the District. Employee acknowledges and agrees to maintain the District's attorney-client confidences during and after the termination of this Agreement, in accord with the California Rules of Professional Conduct.

4. **Compensation and Benefits.**

a. **Salary**

For services rendered pursuant to this Agreement the District shall pay Employee an annual base salary of \$291,750. Said salary shall be paid on the dates and in the manner consistent with the payroll procedures of the District.

b. **Cost of Living Adjustments**

Employee shall receive an automatic cost of living adjustment on each July 1 during the term of employment equal to the California Consumer Price Index for Urban Wage

Earners and Clerical Workers as calculated for the prior calendar year ("Annual Average") by the Department of Industrial Relations for the San Francisco Bay Area.

c. Fringe Benefits

Except as otherwise provided in this Agreement, and except for an automobile allowance not to be included, Employee shall receive such employee benefits, including but not limited to pension, health insurance, and vacation benefits, as are payable to that class of District employees designated non-represented District Executive Management Staff. Employee shall be entitled to carry forward his accrued but unused District leave balances (sick leave, vacation, etc.) which existed on the effective date of this Agreement.

d. Life Insurance

In addition to any life insurance benefit provided under Paragraph 4(c) above, the District shall, during the term of this Agreement, provide Employee a portable \$500,000 (five hundred thousand dollar) term life insurance policy, if Employee demonstrates such good health insurability as the insurer may require.

e. Income Tax Liabilities

Employee shall be responsible for all income tax liability assessed under law on account of his Compensation under this Agreement

5. Annual Goals.

Employee shall develop an annual statement of goals and objectives and a progress report for the District and shall present such goals at a regularly called meeting of the Board to be selected each year by the Board Chair in coordination with District Counsel.

6. Annual Performance Evaluation.

Employee shall receive a one-year performance evaluation where the District will consider a salary increase up to five percent (5%). A two-year performance evaluation will be conducted by the District where the District will consider another salary increase up to five percent (5%). The District may, in its sole discretion, use any professional assistance in establishing standards for performance assessment. Nothing in this section shall be construed to require District to grant Employee any pay increases based on the performance standards, if any, mentioned above nor to limit in any manner the discretion of District to grant or not pay increases. Nor shall anything in this Agreement be interpreted to require District to evaluate Employee solely upon the performance standards, nor to limit the discretion of the District to evaluate Employee as it deems necessary in the sole discretion of the District.

7. Termination and Severance.

- a. Employee's tenure as District Counsel under this Agreement is limited to the contractual term of three (3) years and Employee's employment as District Counsel will terminate on May 22, 2025 unless the parties agree to extend this Agreement on or before that date.

The Parties agree to meet and confer four (4) months prior to the termination date to discuss whether to extend this Agreement, and if so on what terms.

- b. Moreover, due to the duties of the position and nature of the services provided by Employee to District, the Employee serves at-will at the pleasure of the Board, and nothing herein shall prevent, limit, or otherwise interfere with the right of the Board to terminate Employee with or without cause. Except where the termination is for cause, the District will provide written notice thirty (30) days prior to the termination date. The District may, at its option, relieve Employee of his duties with pay during the notice period. Employee shall have no right to a termination hearing. Employee shall have no "return rights" to any position previously held at the District and shall not be entitled to employment in any other District position upon termination of employment pursuant to this Agreement.
- c. If Employee's employment is terminated, either through expiration of the contractual term pursuant to section 7(a) or through earlier termination by the District pursuant to section 7(b), the District and Employee shall treat such termination as a retirement from District service for purposes of pension, health insurance, and other retirement benefits, unless Employee elects in writing not to have such termination treated as a retirement.
- d. Notwithstanding any other provision of this Agreement, and as required by Government Code Sections 3511.2 and 53260, if Employee is terminated by the District while the Employee is still willing and able to perform the duties of District Counsel, the District agrees to pay Employee a lump sum payment as follows: a cash settlement equal to Employee's monthly Base Salary, as adjusted, multiplied by the number of months left on the unexpired term of the Agreement, up to a maximum of twelve (12) months. Payment of this cash settlement shall not affect any retirement or other post-employment benefits employee may be entitled to under this Agreement or otherwise.
- e. Any severance payment made by the District pursuant to this section shall be contingent on Employee executing and delivering to the District a release in substantially the same form as that attached hereto as Exhibit B.
- f. Notwithstanding section 7(d) above, the District shall not be obligated to pay, and shall not pay any amounts to Employee if Employee is terminated because of:
 - i. the conviction of felony or misdemeanor or plea of nolo contendere to a crime,
 - ii. the conviction of any felony or misdemeanor involving moral turpitude,
 - iii. the willful or persistent material breach of duties or inattention to duties,
 - iv. a violation of statute or law constituting misconduct in office, or
 - v. willful misconduct.
- g. The District shall not be obligated to pay Employee any severance amount under this Agreement if Employee voluntarily retires or resigns in writing prior to termination, or if

employee is terminated at expiration of this agreement. In the event Employee voluntarily retires or resigns, Employee shall provide advance written notice to the District of at least thirty (30) calendar days.

- h. This Agreement shall be immediately terminated upon Employee's death or legal incapacity by operation of Labor Code section 2920.

8. **Indemnification and Defense.**

District shall indemnify, defend, and hold Employee harmless from and against all demands, claims, suits, actions, and legal proceedings brought against Employee and arising out of events within the scope of Employee's employment and performance of professional duties as District Counsel, except to the extent that Employee's actions are the result of gross negligence or willful misconduct. Employee shall cooperate in good faith with the District with respect to defense of such claims, demands, or legal actions.

9. **Abuse of Office.**

Any salary provided Employee during an investigation shall be fully reimbursed if the Employee is convicted of a crime involving an abuse of her office or position, as set forth in Government Code sections 53243 and 53243.4, resulting from the investigation. Any funds for the legal criminal defense of the Employee provided by the District shall be fully reimbursed to the District if the Employee is convicted of an abuse of her office or position, as set forth in Government Code sections 53243.1 and 53243.4. Further, regardless of the term of this Agreement, if this Agreement is terminated, any cash settlement or severance related to the termination that the Employee receives from the District shall be fully reimbursed to the District if the Employee is convicted of a crime involving an abuse of her office or position, as set forth in Government Code sections 53243.2 and 53243.4.

10. **Severability.**

If any term of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the District and Employee, the remainder of this Agreement shall remain in full force and effect unless the term or terms held to be illegal or void are wholly inseparable from the remaining provisions of the Agreement.

11. **Governing Law.**

This Agreement shall be governed by the laws of the State of California.

12. **Counterparts.**

This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

13. **Entire Agreement.**

This Agreement is the entire agreement between the parties regarding District's employment of Employee and supersedes all prior oral or written understandings. This Agreement cannot be modified except by a written amendment signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement which shall be effective upon the commencement date specified in Section 1 herein.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

DocuSigned by:

John Banters

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John Banters, Chairperson
Board of Directors

EMPLOYEE

DocuSigned by:

Alexander Crockett

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ALEXANDER CROCKETT