



BOARD OF DIRECTORS
MEETING
June 4, 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 Street
San Francisco, CA 94105

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/81934006449>, or may join Zoom by phone by dialing (669) 900-6833 or (408) 638-0968. The Webinar ID for this meeting is: [819 3400 6449](https://bayareametro.zoom.us/j/81934006449)

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, JUNE 4, 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**

CLOSED SESSION

NOTE FOR MEMBERS OF THE PUBLIC INTERESTED IN ATTENDING OPEN SESSION ITEMS: OPEN SESSION WILL NOT RESUME BEFORE 11:00 A.M.

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

Title: General Counsel

4. **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

OPEN SESSION - OPEN SESSION WILL NOT RESUME BEFORE 11:00 A.M.

ACTION ITEM(S)

5. **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.

OPENING ITEM(S)

6. Special Orders of the Day

CONSENT CALENDAR (Items 7 - 27)

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.

7. Approval of the Draft Minutes of the Board of Directors Special Budget Hearing Meeting of May 7, 2025

The Board of Directors will consider approving the Draft Minutes of the Board of Directors Special Budget Hearing Meeting of May 7, 2025.

8. Approval of the Draft Minutes of the Board of Directors Meeting of May 7, 2025

The Board of Directors will consider approving the Draft Minutes of the Board of Directors meeting of May 7, 2025.

9. Board Communications Received from May 7, 2025, through June 3, 2025

A copy of communications directed to the Board of Directors received by the Air District from May 7, 2025, through June 3, 2025, if any, will be distributed to the Board Members by way of email.

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

11. Personnel Out-of-State Business Travel Report for April 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.

12. Changes to Confidential Classifications

The Board of Directors will consider authorizing changes to the confidential 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.

13. Report of County Populations

In accordance with Section 2.11 of the Administrative Code, the Clerk of the Boards will provide a report of the populations for each county within the Air District's jurisdiction (and for Solano and Sonoma counties, for the portion of those counties within the Air District's jurisdiction), based on the most recent final estimates released on May 1, 2025, by the Demographic Research Unit of the California Department of Finance.

14. Funding Allocation for Commercial Electric Lawn and Garden Equipment Exchange Program

The Board will consider approving a \$15 million multi-year allocation to fund the Commercial Electric Lawn and Garden Equipment Exchange Program (eL&G) Program and authorize contracts for the program's participating vendors.

15. Authorization to Purchase Equipment from Agilent Technologies, Incorporated

The Board of Directors will consider authorizing the Executive Office/APCO to procure a gas chromatograph/mass spectrometer with a preconcentrator and autosampler from Agilent Technologies, Inc. for an amount not to exceed \$250,000 to be used for analyzing air monitoring and source-oriented samples.

16. Authorization to Amend the Professional Services Agreement with Robert Half, Inc.

The Board of Directors will authorize the Executive Officer/APCO to amend the professional services agreement with Robert Half, Inc. to increase the total not-to-exceed amount of the agreement by \$700,000, from \$2,200,000 to \$2,900,000 for staff augmentation to support the Air District's Strategic Plan.

17. Authorization to Amend Climate Tech Finance Program Consultant Contract

The Board of Directors will consider authorizing the Executive Officer/APCO to amend the contract with George McDaniel to extend the contract term and include an additional \$104,400 to continue financial development support services for Climate Tech Finance program, for a total contract amount not to exceed \$392,400.

18. Authorization to Execute Grant Agreements for Recommended Projects with Proposed Grant Awards Over \$500,000 and Update Cost-Effectiveness Limit for Vehicle Buy Back Program

The Board of Directors will consider approving the award of state and local incentive funding for projects with a proposed grant award in excess of \$500,000 and authorizing the Executive Officer/APCO to execute grant agreements for the recommended projects. The Board of Directors will also consider increasing the cost-effectiveness limit for the Air District's Vehicle Buy Back Program commencing July 1, 2025.

19. Authorization to Execute a Master Services Agreement with Kearns & West, Inc. for Implementation of the Bay Air Center

The Board of Directors will consider authorizing the Executive Officer/APCO to execute a Master Services Agreement with Kearns & West, Inc. for the Bay Air Center from July 1, 2025, to June 30, 2030, for a total contract amount not to exceed \$7,500,000; and authorizing the use of the Incident Monitoring Program Reserve Designation to partially fund this contract. The Bay Air Center provides ongoing technical guidance, materials, and training to community organizations in the Bay Area to support air monitoring projects, data analysis, or other efforts to understand and improve air quality.

20. Authorization to Accept Revenues under a Subgrant Agreement with the Port of Oakland to Support Fenceline Air Monitoring and Reporting

The Board of Directors will consider authorizing the Executive Officer/APCO to accept, obligate, and expend \$73,317 in funding under a Subgrant Agreement with the Port of Oakland to support fenceline air monitoring and reporting. The Port of Oakland was awarded this funding by the United States Environmental Protection Agency under the Inflation Reduction Act – Clean Ports Program.

21. Authorization to Accept Clean Cars for All Program 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 Clean Cars for All Program funding from the California Air Resources Board.

22. Authorization to Execute a Contract with the San Francisco Pride Parade

The Board of Directors will consider authorizing the Executive Officer/APCO to execute a sponsorship contract with the San Francisco Pride Parade in an amount not to exceed \$45,000 to support the Air District's participation in the parade, increase visibility of its Spare the Air program and support the LGBTQ+ community.

23. Authorization to Execute a Contract with Acterra for Assembly Bill 617 Community Meeting Support for Richmond-North Richmond-San Pablo

The Board of Directors will consider authorizing the Executive Officer/APCO to execute an 18-month contract with Acterra to provide community meeting support, logistics, and stipend payments for Community Steering Committee members to the Assembly Bill 617 program for the Richmond-North Richmond-San Pablo area with a contract amount not to exceed \$300,000.

24. Authorization to Continue Funding and to Execute Master Services Agreement with IQAir Foundation for Home and School Air Filtration Programs

The Board of Directors will consider (i) allocating \$4,000,000 of Community Air Protection (CAP) Incentives funding to support Home and School Air Filtration Programs and (ii) authorizing the Executive Officer/APCO to execute a Master Services Agreement with IQAir Foundation in an amount of \$3,000,000 to support the continuation of a School Air Filtration Program. The Community Equity, Health, and Justice Committee recommended this item for approval at its meeting on May 14, 2025.

25. Report of the Stationary Source Committee Meeting of May 14, 2025

The Board of Directors will receive a report of the Stationary Source Committee Meeting of May 14, 2025.

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

26. Report of the Community Equity, Health, and Justice Committee Meeting of May 14, 2025

The Board of Directors will receive a report of the Community Equity, Health, and Justice Committee meeting of May 14, 2025.

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

27. Report of the Community Advisory Council Retreat of May 16 & 17, 2025

The Board of Directors will receive a report of the Community Advisory Council Retreat of May 16 & 17, 2025.

For the full Council agenda packet and materials, click on the link below:
www.baaqmd.gov/en/about-the-air-district/community-advisory-council/agendasreports

PUBLIC HEARING(S)

28. Public Hearing to Consider Adoption of Proposed Budget for Fiscal Year 2025-2026 and Amendments to Air District Regulation 3: Fees

The Board of Directors will hold a public hearing to consider the following:

1. *Fiscal Year 2025–2026 Budget:*

The Board will consider adopting a resolution to approve the proposed Fiscal Year 2025–2026 Budget, which includes recommended staffing levels, the salary schedule and benefits, and other related budget actions. This item will be presented by Hyacinth Hinojosa, Deputy Executive Officer of Finance & Administration, and Stephanie Osaze, Director of Finance.

The Finance and Administration Committee recommended approval of the proposed budget on March 19, 2025, and the Board held an initial public hearing to discuss the proposed Budget and to provide the public with an opportunity to comment on May 7, 2025.

2. *Amendments to Air District Regulation 3: Fees:*

The Board will also consider adopting a resolution to amend Air District Regulation 3: Fees, including revisions impacting fee schedules A, B, D, E, F, G-1 through G-5, H, K, P and W and other related changes, with the proposed changes to take effect on July 1, 2025. These amendments are intended to recover the costs of regulatory program activities in line with the Air District's Cost Recovery and Containment Policy. This item will be presented by Fred Tanaka, Manager of the Engineering Division.

The Finance and Administration Committee recommended approval of these proposed fee amendments on March 19, 2025, and the Board held an initial public hearing to discuss the proposed amendments and to provide the public with an opportunity to comment on May 7, 2025.

29. Toxic Air Contaminant Control Program Annual Report – 2025

The Board will hold a public hearing to present the Air District's Toxic Air Contaminant Control Program Annual Report for 2025 and to discuss its content and significance. The report fulfills the reporting requirements under California Assembly Bill (AB) 2588 Air Toxics Hot Spots (ATHS) Program and delivers updates on the Air District's toxic control initiatives. The Stationary Source Committee discussed this item at its meeting on May 14, 2025. This item will be presented by Ariana Husain, Manager in the Engineering Division.

INFORMATIONAL ITEM(S)

30. Wildfire Response, Prevention, and Mitigation

The Board of Directors will consider and discuss the outlook for the 2025 wildfire season and an overview of Air District programs related to wildfire response, prevention, and mitigation, which includes the Air District's prescribed burn program. These programs include air monitoring, forecasting, communications, prescribed burns, Clean Air Centers, and air filtration. This item will be presented by Ranyee Chiang, Director, Meteorology and Measurement Division.

31. 2024-2029 Strategic Plan Implementation Update

The Board of Directors will discuss the implementation of the Air District's 2024-2029 Strategic Plan and the action plans that have been developed, including key milestones and due dates for work through December 2026. The Board will also discuss early accomplishments and tracking and reporting of implementation. This item will be presented by Dr. Philip M. Fine, Executive Officer/APCO.

OTHER BUSINESS

32. 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.

33. 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)

34. Report of the Executive Officer/APCO

35. Chairperson's Report

36. Time and Place of Next Meeting

Wednesday, July 2, 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.

37. Adjournment

The Board meeting shall be adjourned by the Board Chair.

CONTACT:

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

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

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

Accessibility and Non-Discrimination Policy

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

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

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

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

Questions regarding this Policy should be directed to the Air District's Non-Discrimination Coordinator, 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**

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 - CANCELLED	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

JULY 2025

<u>TYPE OF MEETING</u>	<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>ROOM</u>
Board of Directors Meeting	Wednesday	2	10:00 a.m.	1 st Floor Board Room
Board of Directors Stationary Source Special Committee	Wednesday	9	10:00 a.m.	Contra Costa County Administration Building 1025 Escobar St. Conference Rooms 110 A, B, & C Martinez, CA 94553
Board of Directors Community Equity, Health, and Justice Special Committee	Wednesday	9	1:00 p.m.	Contra Costa County Administration Building 1025 Escobar St. Conference Rooms 110 A, B, & C Martinez, CA 94553
Board of Directors Policy, Grants and Technology Committee	Wednesday	16	10:00 a.m.	1 st Floor Board Room
Board of Directors Finance and Administration Committee	Wednesday	16	1:00 p.m.	1 st Floor Board Room
Community Advisory Council Meeting	Thursday	17	6:00 p.m.	1 st Floor, Yerba Buena Room

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: June 4, 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 June 4, 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 2025-06-04
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 4th day of June, 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 June 4, 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:

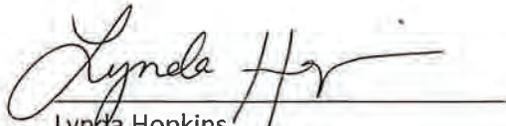
“After termination of the Employment Agreement, should a need arise for Employee to respond to any subpoena or discovery, to provide testimony at deposition, trial, arbitration, or at an administrative hearing, or to otherwise perform services with respect to any matter relating to or arising out of 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.

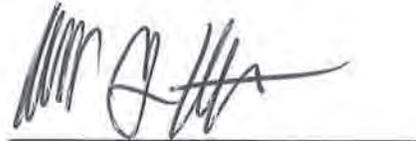
IN WITNESS WHEREOF, the Parties have executed this Amendment to Employment Agreement which shall be effective upon the commencement date specified above.

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

EMPLOYEE

DocuSigned by:

John Bauters

C7389B49E2C9458...
JOHN J. BAUTERS

Board Chair

DocuSigned by:

Alexander Crockett

6DC7110552B5451...
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

Initialed District  -
Initialed Employee  -

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.

Initialed District  _
Initialed Employee  _

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.

Initialed District  _
Initialed Employee  _

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 _____

B5AE1A26FCA4453...
ALEXANDER CROCKETT

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: June 4, 2025

Re: Approval of the Draft Minutes of the Board of Directors Special Budget
Hearing Meeting of May 7, 2025

RECOMMENDED ACTION

Approve the attached Draft Minutes of the Board of Directors Special Budget Hearing Meeting of May 7, 2025.

BACKGROUND

None.

DISCUSSION

Attached for your review and approval are the Draft Minutes of the Board of Directors Special Budget Hearing Meeting of May 7, 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 Special Budget Hearing Meeting of 050725

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

Board of Directors Special Meeting
Wednesday, May 7, 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 9:02 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, David Haubert, Tyrone Jue, Bilal Mahmood, Gabe Quinto, Mark Salinas, Shamann Walton, and Steve Young.

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): Director John Gioia.

Present, In-Person Satellite Location: (City of San Bruno, 567 El Camino Real, Room 138, San Bruno, California, 94066): Director Rico E. Medina.

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: (Solano County Administration Building, 675 N. Texas St., Room A168, Fairfield, California, 94533): Director Monica Brown.

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: (Office of Supervisor Ray Mueller, 270 Capistrano Road, Suite 6, Half Moon Bay, California, 94019): Director Ray Mueller.

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: Directors Brian Barnacle and Sergio Lopez.

2. **PLEDGE OF ALLEGIANCE**

PUBLIC HEARING

3. **FIRST PUBLIC HEARING ON THE PROPOSED AIR DISTRICT BUDGET FOR FISCAL YEAR (FY) 2025-2026**

The Board of Directors conducted a public hearing to consider and receive testimony on the FY 2025-2026 Proposed Budget. This was the first of two required public hearings on the Proposed Budget; the second public hearing, at which the Board will consider adoption of the Proposed Budget, is scheduled for June 4, 2025.

Hyacinth Hinojosa, Deputy Executive Officer of Finance and Administration and Stephanie Osaze, Director of Finance, gave the staff presentation *First Public Hearing on the Proposed Fiscal Year 2025-2026 Budget*, including: outline; background; Budget and fee regulation schedule; community Budget workshop; Budget highlights; financial forecast, cost recovery overview; Budget summary – ongoing and new investments; FY 2025-2026 all funds Budget by revenue and expense type; FY 2025-2026 General Fund Budget by type; General Fund reserve policy overview; General Fund reserves trend; FY 2025-2026 General Fund reserve designations; medical retiree plan funding status/policy; pension plan funding status/policy; FY 2025-2026 Budget by service area; Air District staffing overview; Assembly Bill (AB) 617 grant funding and staffing requested; Community Benefit Fund; community benefit administrative funding (staffing); Community Air Protection (CAP) administrative funding; CAP admin overhead staffing; shifting from professional services to support staffing and efficiency; additional staffing request based on other cost savings; facility-funded pilot; accessing designated reserves for Limited-Term Contract Employees (LTCE) staffing; organizational efficiency add/delete positions; Air District 2024 sponsorship summary; and next steps.

NOTED PRESENT: Director Young was noted present at 9:09 a.m.; Directors Abe-Koga, Adams, Corzo, and Tam were noted present at 9:13 a.m.; and Director Jue was noted present at 9:26.

Chair Hopkins opened the public hearing.

Public Comments

Public comments were given by Kathy Kerridge, Benicia Community Air Monitoring Program; Peter Okurowski, California Council for Environmental and Economic Balance (CCEEB); Jacob Klein, Industrious Labs; Vanessa Rivas Villanueva, Earthjustice; and Mandeera Wijetunga.

Board Comments

The Board and staff discussed the desire to resolve permitting backlog issues, and the status of implementing a Permitting Ombudsman; anticipated claw backs of State and Federal grants; the suggestion of significantly increasing the Pension Plan Funding Policy to reach 80% funded; risk tolerance and whether the Air District is losing money by keeping it in reserves; and concerns regarding potential economic impacts to Bay Area businesses, due to increased Air District fees.

Chair Hopkins closed the public hearing.

Board Action

No action taken.

OTHER BUSINESS

4. PUBLIC COMMENT ON NON-AGENDA MATTERS

Public comments were given by Mark Williams, Jr., Environmental Justice League (EJL); Mark Williams, Sr., EJL; Marilyn Bardet, Benicia Community Air Monitoring Program; and Maureen Brennan, Rodeo resident.

5. BOARD MEMBER COMMENTS

None.

6. TIME AND PLACE OF NEXT MEETING

Wednesday, May 7, 2025, no earlier than 10:00 a.m. (immediately following this meeting) 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.

7. ADJOURNMENT

The meeting was adjourned at 10:16 a.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: June 4, 2025

Re: Approval of the Draft Minutes of the Board of Directors Meeting of May 7,
2025

RECOMMENDED ACTION

Approve the attached Draft Minutes of the Board of Directors meeting of May 7, 2025.

BACKGROUND

None.

DISCUSSION

Attached for your review and approval are the Draft Minutes of the Board of Directors meeting of May 7, 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 050725

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

Board of Directors Regular Meeting
Wednesday, May 7, 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 10:29 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, David Haubert, Tyrone Jue, Bilal Mahmood, Gabe Quinto, Mark Salinas, Shamann Walton, and Steve Young.

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): Director John Gioia.

Present, In-Person Satellite Location: (City of San Bruno, 567 El Camino Real, Room 138, San Bruno, California, 94066): Director Rico E. Medina.

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: (Solano County Administration Building, 675 N. Texas St., Room A168, Fairfield, California, 94533): Director Monica Brown.

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: (Office of Supervisor Ray Mueller, 270 Capistrano Road, Suite 6, Half Moon Bay, California, 94019): Director Ray Mueller.

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: Directors Brian Barnacle and Sergio Lopez.

2. **PLEDGE OF ALLEGIANCE**

3. **SPECIAL ORDERS OF THE DAY**

Chair Hopkins welcomed the following new employees: Hannah Behmaram, Staff Specialist I, in the Strategic Incentives Division; Katie Gong, Senior Air Quality Specialist, in the Rules & Strategic Policy Division; Joseph Hurley, Staff Specialist I, in the Strategic Incentives Division; and Dr. Jennifer Ofodile, Principal Air Quality Specialist, in the Meteorology and Measurement Division.

CONSENT CALENDAR (ITEMS 4 – 20)

4. Approval of 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
6. Quarterly Report of the Executive Office and Division Activities for the Months of July 2024 - September 2024
7. Notices of Violations Issued and Settlements in Excess of \$10,000 in the Month of March 2025
8. Personnel Out-of-State Business Travel Report for March 2025
9. Authorization for Board Members to Attend the Air District's Washington, D.C. Advocacy Trip
10. Authorization to Execute a Contract Amendment with Trinity Consultants for 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
12. Authorization to Accept Carl Moyer Program State Reserve Funds from the California Air Resources Board
13. Authorization to Amend Contract with Nancy S. Feldman for Consulting Advice and Management Support for Enforcement Case Resolution and Litigation
14. Changes to Management Classifications
15. Transportation Fund for Clean Air 40% Fund Allocation and Expenditure Plans for Fiscal Year Ending 2026
16. Appointment of Members to the Air District's Hearing Board
17. Report of the Stationary Source Committee Meeting of April 9, 2025

18. Report of the Community Equity, Health, and Justice Committee Meeting of April 9, 2025
19. Report of the Policy, Grants, and Technology Committee Meeting of April 16, 2025
20. Report of the Finance and Administration Committee Meeting of April 16, 2025

Public Comments

Regarding Item 14 (Changes to Management Classifications), public comments were given by Kennieth McKellar, President of the Air District's Employees' Association.

Board Comments

Based on Mr. McKellar's public comments, regarding the Employees' Association's (EA) concerns about its perceived lack of transparency in the classification and compensation study, deviations from the agreed process, missing deliverables, and the District's lack of a commitment to honor the status quo while recognizing a new bargaining unit, Chair Hopkins pulled Item 14 (Changes to Management Classifications). The Board was to consider authorizing changes to the management classifications as a result of an Air District-wide, comprehensive classification study. The recommendations included adoption of new classifications, revision of existing classifications, and removal of outdated classifications.

The Board and staff discussed whether only union-represented Air District employees were affected by this item; concern over the grievance and Public Employment Relations Board (PERB) charge filed by the EA; and the Board Chair's desire to meet with the EA and Air District leadership about these concerns.

Board Action

Director Gioia made a motion, seconded by Director González, to approve Consent Calendar Items 4-13, and 15-20; and the motion **carried** by the following vote of the Board:

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

NOES: None.

ABSTAIN: None.

ABSENT: Barnacle, Lopez.

Director Brown made a motion to have Item 14 come back to the Board for consideration after further review by staff, but there was no second to that motion, so the Board did not vote on this motion.

Director González made a motion, seconded by Director Quinto, to approve Consent Calendar Item 14, as proposed; and the motion **carried** by the following vote of the Board:

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

PUBLIC HEARING

21. PUBLIC HEARING TO RECEIVE TESTIMONY ON PROPOSED AMENDMENTS TO AIR DISTRICT REGULATION 3: FEES

Note: Director Adams recused herself from this item, as her employer is subject to Air District fees.

The Board of Directors held a public hearing to consider and receive testimony on proposed amendments to the Air District's fee regulation, Regulation 3.

Fred Tanaka, Engineering Manager, and Mark Gage, Principal Air Quality Engineer, gave the staff presentation *Public Hearing to Receive Testimony on Proposed Amendments to Air District Regulation 3: Fees - Proposed Fiscal Year 2025-2026 Fee Regulation Amendments*, including: outline; cost recovery background (limitations, trends, strategies); proposed fee regulation amendments; amendment impacts on large and small facilities; budget and fee regulation schedule; summary of public comments; and recommended action.

Chair Hopkins opened the public hearing.

Public Comments

Public comments were given by Bob Brown, Western States Petroleum Association; Dr. Stephen Rosenblum, Palo Alto resident; and Peter Okurowski, California Council for Environmental and Economic Balance (CCEEB).

Board Comments

The Board and staff discussed whether “gross income” refers to gross profit or revenue; the State’s law regarding cost recovery collection and caps; a desire for flexibility regarding Consumer Price Index increases; what operations Schedule F regulates; whether permitted facilities located in overburdened communities are being charged higher fees; whether invoices to facilities are itemized; cost containment (reduce costs beforehand) versus cost recovery; concern regarding the 15% fee increase proposed for so many fee schedules, whether the Air District has conducted a thorough enough analysis in potential economic impacts (local and regional); the manner in which the closure of Valero’s Benicia refinery in 2026 may affect the collection of Valero’s increased fees, and concern regarding what Air District staff who currently spend on that refinery will do after the refinery’s closure; whether language should be added to the Air District’s permitting process that would ensure that applicants receive a refund if the process is significantly delayed; whether the Air District currently has a process to audit costs to measure cost recovery; why fees for solid waste

disposal (Schedule K) have not been increasing; forecasting fees in future years; concern that the Air District is overreaching itself in fee increases; and the desire to see substantial efficiency on permitting, due to increased fees.

Chair Hopkins closed the public hearing.

Board Action

No action taken today. 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.

ACTION ITEMS

22. ANNUAL REPORT, BUDGET, AND DIRECTOR APPOINTMENTS OF THE BAY AREA CLEAN AIR FOUNDATION

Dr. Minda Berbeco, and Danica Winston, (Air District staff acting) as consultants to the Clean Air Foundation, gave the presentation *Bay Area Clean Air Foundation (Foundation)*, including: Foundation background; 2024 progress and updates; 2025 Workplan; 2024 financial summary; proposed 2025 amended and 2026 Budget; Foundation Officers and Directors 2024 & 2025; and recommended action.

Public Comments

No requests received.

Board Comments

None.

Board Action

Director Haubert made a motion, seconded by Director Salinas, to **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; and the motion **carried** by the following vote of the Board:

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

23. **CONSIDERATION OF STATE LEGISLATION**

Alan Abbs, Legislative Officer, gave the staff presentation *Consideration of State Legislation*, including: recommended action; Assembly Bill (AB) 674 (Conolly); AB 1106 (Rodriguez); AB 1352 (Solache); Senate Bill (SB) 69 (McNerney); AB 914 (Garcia); SB 34 (Richardson); and recap of recommended action.

Public Comments

No requests received.

Board Comments

The Board and staff discussed the status of SB 318 (Becker) – Air pollution: stationary sources: best available control technology: indirect sources; and why staff is not recommending an “Oppose” position on AB 914 (Garcia).

Board Action

Director González made a motion, seconded by Director Salinas, to **adopt** the following positions on the following bills:

- **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 on** 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 motion **carried** by the following vote of the Board:

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

24. **COMMUNITY BENEFIT FUND DISBURSEMENT PLAN**

Latasha Washington, Community Advisory Council (CAC) member, gave the presentation *Community Benefit Fund Disbursement Plan*, including: recommended action; background; grant program goals; eligible applicants and projects; funding tiers; grant administration and accountability; People’s Air Grant Program (PAGP) timeline; and recommended action.

Public Comments

Public comments were given by Melinda Johnson.

Board Comments

The Board and staff discussed the Board’s appreciation for the CAC’s and staff’s development of this proposal; the desire for local governments to be involved in the project application review process, or at least provide their input for project applications within their jurisdiction; whether it is required for cities/counties to be notified when a project is considered and/or awarded in their jurisdiction; whether public agencies are able to apply for grants themselves; and the desire to see power given over to the people by the government.

Board Action

Director Corzo made a motion, seconded by Director Mahmood, to **approve** 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; and the motion **carried** by the following vote of the Board:

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

OTHER BUSINESS

25. PUBLIC COMMENT ON NON-AGENDA MATTERS

Public comments were given by Yvonne Eashman, Environmental Justice League.

26. BOARD MEMBER COMMENTS

- Director González thanked the Air District for funding the efforts of Earth Team, a non-profit organization that empowers urban youth to become environmental stewards through experiential education, skills development, and the building of community connections.
- Director Young expressed his concern regarding anticipated economic consequences due to the closure of the Valero refinery in Benicia in 2026, and asked the Air District to help protect the City of Benicia against financial losses.

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

Dr. Philip M. Fine, Executive Officer/APCO, made the following announcements:

- The Community Advisory Council will be holding a retreat in San Jose on May 16 and 17 this month. The retreat will provide an opportunity to learn from Environmental Justice Community Voices and discuss Air District work that advances the CAC Environmental Justice priorities. Topics at the CAC retreat include:
 - Special segment to hear EJ Community Voices about Air Quality Concerns.
 - Roadmap to Improved Air Monitoring Programs
 - Cumulative Impacts and Permitting – Update on Advisory Council Work
 - Interactive Demo on a new Air Quality Complaint Data Web Tool
 - Notice of Violation Trends & Data-Driven Insights
 - Development of a Targeted Inspection Program and Policy
 - Air District Five-Year Rulemaking Schedule
 - Managing Community Investments
- On Monday, May 5, Valero Refining Company in Benicia had a fire at a process unit. Air District staff arrived at Valero and observed a large black plume of smoke and flames coming from inside the refinery. Visible emissions were observed to be in excess of Air District Regulation 6, Rule 1 standards. Valero informed the Air District that the fire occurred from approximately 8:45am to 10:15am. Air District staff on site confirmed the black smoke ceased at 10:15am and the Benicia Fire Department lifted the Shelter in Place at 10:48am. Staff received and responded to 10 complaints from the Benicia and Martinez communities which alleged odors and smoke related to the incident. Staff is continuing to analyze data from our air monitors and other air monitors near the refinery and along the path of the plume. Early analysis shows elevated levels of fine particulate matter, hydrogen sulfide, and alkanes. The Air District has issued three (3) notices of violation to Valero refinery for public nuisance and excess visible emissions. These violations reflect the impact of the fire on air quality and the surrounding communities. The incident report has been posted to our website on the Incidents and Advisories page.

28. CHAIRPERSON'S REPORT

Chair Hopkins made the following announcements:

- Congratulations to Supervisor Brian Barnacle (Sonoma County), on his reappointment to serve another two-year term on the Board of Directors for the Bay Area Air District, which expires April 10, 2027.
- In the context of recently proposed legislation, staff had committed to providing the full board with a comprehensive presentation on the Air District's history and programs related to wildfire mitigation through prescribed burning. Given the very full agenda today, I asked Dr. Fine to postpone the presentation until next month when we will have more time to discuss the issue. We appreciate everyone's flexibility, and I look forward to next month's item.
- Along with a number of California air districts, the Bay Area Air District is sponsoring the [California Hydrogen Leadership Summit](#), an event produced by ARCHES (California's statewide Alliance for Renewable Clean Hydrogen Energy Systems).
- The event will be held on June 3-4, 2025, at the Sheraton Grand Sacramento Hotel and feature speakers from the state legislature, air district executive officers, renewable energy leaders, sustainability leaders and others.

- Noting that June 4 is an in-person Board meeting day, I am asking if 1 or 2 Board members could attend this event on June 3rd.
- Should you have an interest in attending, please let me know immediately after this meeting.
- The May 21, 2025, Policy, Grants & Technology Committee and Finance and administration committee meetings are cancelled. The next PGTC and FAC meetings will take place on Wednesday, June 18, 2025, at 10 a.m.
- The next Board of Directors meeting will take place on Wednesday, June 4, 2025, at 10 a.m. **No remote locations will be authorized for this meeting**, due to the consideration of the adoption of the Fees and Budget, pursuant to Section Two, Board of Directors, Board of Directors Meetings, Administrative Section Code 2.6(d).
- COMMITTEE ASSIGNMENT PROCESS: I have heard that several Board members are interested in agendaizing potential changes to the current Committee Assignment process. I have asked staff to agendaize and bring forward some ideas at the June 18, 2025, Finance and Administration Committee meeting; (The May 21, 2025, Finance & Administration Committee meeting has been cancelled). Starting with our next Board meeting on June 4, 2025, we will be changing the order of the agenda to take our closed session items first, before we start the open session agenda. There are a couple of reasons to handle the closed session business at the beginning of the meeting: For one, it reduces the risk that we could lose a quorum and not be able to get to the important closed session matters. In addition, we have had a great deal of trouble with our remote locations not rejoining the meeting after the closed session finishes. Remote locations will be more likely to rejoin promptly if we have further substantive business to attend to, which will eliminate the wasted time that staff and Board members currently spend dealing with the logistics of remote participation. And we have been doing it this way at the Sonoma County Board of Supervisors, and it has worked very efficiently. For members of the public, we will clearly state on the agenda the time when we expect the open session business to start, and we will not start the open session items until the advertised time. That way, the public does not have to come early and wait around during the closed session in order to participate in the open session business. We will move to this model for Board meetings beginning with the next meeting in June. So please watch for the revised order of business on next month's meeting agenda.
- I extend my condolences to Director Young regarding the challenges that the City is facing, due to the impending closure of the Valero refinery in Benicia, as well as the recent fire.

29. TIME AND PLACE OF NEXT MEETING

Wednesday, June 4, 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 (1:30 p.m.)**

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 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;

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.

Reportable Action: Alexander Crockett, General Counsel, had nothing to report.

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: Bay Area Air Quality Management District Employees' Association

Reportable Action: Mr. Crockett had nothing to report.

32. **PUBLIC EMPLOYEE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957(b)(1)**

Title: General Counsel

The Board ran out of time and decided not to take up this item because members needed to leave. This item will be considered at next meeting.

OPEN SESSION (2:26 p.m.)

33. APPROVAL OF AN AMENDMENT TO THE EMPLOYMENT AGREEMENT FOR GENERAL COUNSEL

The Board was to consider approving an amendment to the employment agreement for General Counsel, however, due to the fact that the meeting ran long and members needed to leave, it did not take up this item. This item will be considered at next meeting.

34. ADJOURNMENT

The meeting was adjourned at 2:37 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: June 4, 2025

Re: Board Communications Received from May 7, 2025, through June 3, 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 May 7, 2025, through June 3, 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: Marjorie Villanueva
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: June 4, 2025

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

RECOMMENDED ACTION

This report is being provided for informational purposes. No action is requested.

BACKGROUND

None.

DISCUSSION

In accordance with Board 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 - April 2025

NOTICES OF VIOLATIONS ISSUED

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

Alameda						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
All Star Gas	S700286	Oakland	A64930A	4/30/25	8-7-301.5	Gasoline Dispensing Facility Violation
Arun Kumar	S772551	Fremont	A60666A	4/10/25	8-7-302.1	Gasoline Dispensing Facility Violation
Arun Kumar	S772551	Fremont	A60666B	4/10/25	8-7-302.3	Gasoline Dispensing Facility Violation
Drake's Brewing Company	A4216	San Leandro	A65157A	4/22/25	9-7-307.2	Boiler Emissions Violation
Golden Gas	C9693	Oakland	A62718A	4/23/25	8-7-503.1	Gasoline Dispensing Facility Violation
Shell SS#68149	C0443	Livermore	A62116A	4/22/25	8-7-308	Gasoline Dispensing Facility Violation
Simply Gasoline	C9402	Fremont	A60667A	4/15/25	8-7-306	Gasoline Dispensing Facility Violation
Springtown Gasoline	C8281	Livermore	A62115A	4/1/25	8-7-308	Gasoline Dispensing Facility Violation
Sunday Estate	S772986	Berkeley	A64932A	4/30/25	11-2-401.3	Asbestos Violation
Sunday Estate	S772986	Berkeley	A64932B	4/30/25	11-2-303.8	Asbestos Violation
Vasco Road Landfill	A5095	Livermore	A59774A	4/21/25	2-6-307	Title V Permit Requirement/Condition Violation

Contra Costa						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
7-Eleven #37536	S700381	Richmond	A62465A	4/25/25	8-7-301.5	Gasoline Dispensing Facility Violation
Central Contra Costa Sanitary District	A0907	Martinez	A65282A	4/16/25	8-34-301.2	Landfill Violation
Chevron Products Company	A0010	Richmond	A63989A	4/1/25	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A63990A	4/1/25	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A63991A	4/1/25	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A63992A	4/1/25	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A63993A	4/1/25	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A63994A	4/1/25	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A63995A	4/1/25	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A63996A	4/1/25	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A63997A	4/28/25	6-1-302	Visible Emissions Violation
Chevron Products Company	A0010	Richmond	A63998A	4/28/25	6-1-302	Visible Emissions Violation
Chevron Products Company	A0010	Richmond	A63999A	4/28/25	6-1-302	Visible Emissions Violation
Chevron Products Company	A0010	Richmond	A64000A	4/25/25	8-8-315	Wastewater Collection and Separation Systems Violation

Chevron Products Company	A0010	Richmond	A64379A	4/28/25	1-522.7	Continuous Emissions Monitor Violation
Chevron Products Company	A0010	Richmond	A64380A	4/28/25	6-1-302	Visible Emissions Violation
Delta Energy Center	B2095	Pittsburg	A65281A	4/9/25	6-1-305	Visible Emissions Violation
Los Medanos Energy Center	B1866	Pittsburg	A65103A	4/24/25	2-1-307	Permit Requirement/Condition Violation
Martinez Refining Company LLC	A0011	Martinez	A63221A	4/2/25	1-441	Denied Access to Information Violation
Martinez Refining Company LLC	A0011	Martinez	A64819A	4/2/25	2-1-320	Misrepresentation in Permit Application
Martinez Refining Company LLC	A0011	Martinez	A64822A	4/16/25	1-301	Public Nuisance Violation
Martinez Terminal Company LLC	B1956	Martinez	A65283A	4/22/25	8-33-309.5	Gasoline Bulk Terminal Violation
Phillips 66 Company	A0061	Richmond	A62984A	4/23/25	8-5-320.3	Storage Tank Violation
Tesoro Refining & Marketing Company, LLC	B2758	Martinez	A63830A	4/16/25	2-6-307	Title V Permit Requirement/Condition Violation
Tesoro Refining & Marketing Company, LLC	B2758	Martinez	A63830B	4/16/25	10	Code of Federal Regulation Violation
The Home Depot #1044	B5505	Hercules	A64603A	4/17/25	2-1-307	Permit Requirement/Condition Violation
West Contra Costa County Landfill	A1840	Richmond	A65187A	4/29/25	2-1-307	Permit Requirement/Condition Violation
West Contra Costa County Landfill	A1840	Richmond	A65188A	4/29/25	2-1-307	Permit Requirement/Condition Violation
West Contra Costa County Landfill	A1840	Richmond	A65189A	4/30/25	2-1-307	Permit Requirement/Condition Violation

West Contra Costa County Landfill	A1840	Richmond	A65190A	4/30/25	2-1-307	Permit Requirement/Condition Violation
West Contra Costa County Landfill	A1840	Richmond	A65191A	4/30/25	2-1-307	Permit Requirement/Condition Requirement
Marin						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
County of Marin, Civic Center	B7868	San Rafael	A64504A	4/10/25	9-7-506	Boiler Emissions Violation
County of Marin, Civic Center	B7868	San Rafael	A64505A	4/10/25	9-7-506	Boiler Emissions Violation
County of Marin, Civic Center	B7868	San Rafael	A64506A	4/10/25	9-7-506	Boiler Emissions Violation
George Auto Body	B8998	San Rafael	A64507A	4/23/25	2-1-302	No Permit to Operate
North Gate Gas	C9611	San Rafael	A62716A	4/15/25	2-1-302	No Permit to Operate
North Gate Gas	C9611	San Rafael	A62717A	4/15/25	8-7-302.3	Gasoline Dispensing Facility Violation
San Rafael Chevron	C9921	San Rafael	A62715A	4/10/25	8-7-301.6	Gasoline Dispensing Facility Violation
San Rafael Chevron	C9921	San Rafael	A62715B	4/10/25	8-7-302.3	Gasoline Dispensing Facility Violation

San Francisco						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Sunnydale Phase 3 Infrastructure, LLC	S772953	San Francisco	A64130A	4/21/25	10	Code of Federal Regulation Violation

San Mateo						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
A & A Gas & Mart	C9419	Burlingame	A62945A	4/11/25	2-1-307	Permit Requirement/Condition Violation
Petroleum Investments, LLC	S771710	San Mateo	A62943A	4/1/25	8-7-302.1	Gasoline Dispensing Facility Violation
Shell Service Station	C5198	Portola Valley	A62944A	4/11/25	2-1-307	Permit Requirement/Condition Violation

Santa Clara						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Acton ADU	S772205	Campbell	A64848A	4/11/25	11-2-401.5	Asbestos Violation
Alamo Rental (US) Inc.	D0095	Santa Clara	A64879A	4/7/25	8-7-301.6	Gasoline Dispensing Facility Violation
Ali's Construction & Remodeling Inc.	S772399	San Jose	A64882A	4/10/25	11-2-401.5	Asbestos Violation
Ali's Construction & Remodeling Inc.	S772399	San Jose	A64882B	4/10/25	11-2-303.8	Asbestos Violation
Apple, Inc.	E3124	Santa Clara	A65128A	4/29/25	9-7-506	Boiler Emissions Violation
Central Gas San Jose	C9561	San Jose	A64886A	4/29/25	2-1-307	Permit Requirement/Condition Violation
City of Santa Clara	E1677	San Jose	A64365A	4/17/25	2-1-302	No Permit to Operate
City of Sunnyvale/ Environmental Services	A5905	Sunnyvale	A64226A	4/9/25	8-34-303	Landfill Violation
City of Sunnyvale/ Environmental	A5905	Sunnyvale	A64226B	4/9/25	10	Code of Federal Regulation Violation

Services						
County of Santa Clara	B4436	Milpitas	A64364A	4/10/25	2-1-302	No Permit to Operate
County of Santa Clara - FAF	E0120	San Jose	A64363A	4/10/25	2-1-302	No Permit to Operate
Crothall Laundry Service	S701502	Gilroy	A64241A	4/10/25	9-7-506	Boiler Emissions Violation
Eugenus, Inc.	E0758	San Jose	A64366A	4/30/25	2-1-301	No Authority to Construct and No Permit to Operate
Eugenus, Inc.	E0758	San Jose	A64366B	4/30/25	2-1-302	No Authority to Construct and No Permit to Operate
Eugenus, Inc.	E0758	San Jose	A64366C	4/30/25	2-1-307	Permit Requirement/Condition Violation
Guadalupe Rubbish Disposal	A3294	San Jose	A64243A	4/30/25	8-34-303	Landfill Violation
Guadalupe Rubbish Disposal	A3294	San Jose	A64243B	4/30/25	8-34-305.1	Landfill Violation
HEB Builders, Inc.	S771764	Campbell	A64847A	4/2/25	11-2-401.5	Asbestos Violation
Livio Building Systems	S772350	Gilroy	A64880A	4/10/25	11-2-401.5	Asbestos Violation
Northrop Grumman Systems Corporation	B0861	Sunnyvale	A64227A	4/15/25	2-6-307	Title V Permit Requirement/Condition Violation
San Jose USD	C0112	San Jose	A64883A	4/15/25	2-1-307	Permit Requirement/Condition Violation
Sunnyvale Chevron	D0373	Sunnyvale	A64885A	4/29/25	2-1-307	Permit Requirement/Condition Violation
Winchester Shell	C8840	San Jose	A64884A	4/22/25	2-1-302	No Permit to Operate
Winchester Shell	C8840	San Jose	A64884B	4/22/25	2-1-307	Permit Requirement/Condition Violation
Zlatko Benko	S772212	San Jose	A64849A	4/11/25	11-2-303.8	Asbestos Violation

Zlatko Benko	S772212	San Jose	A64849B	4/11/25	11-2-4015	Asbestos Violation
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Solano						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Solano County Facilities Operations	A1995	Fairfield	A63608A	4/24/25	9-8-301	Internal Combustion Engine Violation
Valero Refining Company - California	B2626	Benicia	A63889A	4/3/25	8-18-309	Equipment Leak Violation
Valero Refining Company - California	B2626	Benicia	A63890A	4/8/25	8-18-309	Equipment Leak Violation
Valero Refining Company - California	B2626	Benicia	A63892A	4/3/25	8-8-315	Wastewater Collection and Separation Systems Violation
Valero Refining Company - California	B2626	Benicia	A63892B	4/3/25	8-8-405	Wastewater Collection and Separation Systems Violation

Sonoma						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Mountanos Brothers Coffee Company	E1613	Petaluma	A62499A	4/1/25	2-1-307	Permit Requirement/Condition Violation
Mountanos Brothers Coffee Company	E1613	Petaluma	A62500A	4/1/25	2-1-307	Permit Requirement/Condition Violation
Mountanos Brothers Coffee Company	E1613	Petaluma	A62501A	4/1/25	2-1-307	Permit Requirement/Condition Violation

Mountanos Brothers Coffee Company	E1613	Petaluma	A62502A	4/1/25	2-1-301	No Authority to Construct and No Permit to Operate
Mountanos Brothers Coffee Company	E1613	Petaluma	A62502B	4/1/25	2-1-302	No Authority to Construct and No Permit to Operate
Mountanos Brothers Coffee Company	E1613	Petaluma	A64503A	4/9/25	2-1-307	Permit Requirement/Condition Violation
Santa Rosa Water - Laguna Treatment Plant	A1403	Santa Rosa	A62394A	4/16/25	2-6-307	Title V Permit Requirement/Condition Violation

Company Address Outside of the Bay Area						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Central Valley Demolition	W1803	Modesto	A64431A	4/8/25	11-2-303.8	Asbestos Violation
Stephen Elkins	S772397	Denver	A64881A	4/10/25	11-2-401.5	Asbestos Violation

SETTLEMENTS FOR \$10,000 OR MORE REACHED

There were 4 settlements for \$10,000 or more completed in April 2025.

- 1) On April 1, 2025, the Air District reached a settlement with Smart Demolition and Excavation for \$15,000, regarding the allegations contained in the following 1 Notice of Violation:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A59018A	12/22/21	12/22/21	2-1-301	No Authority to Construct and No Permit to Operate
A59018B	12/22/21	12/22/21	2-1-302	No Authority to Construct and No Permit to Operate

- 2) On April 22, 2025, the Air District reached a settlement with Kinder Morgan Liquids Terminals, LLC for \$172,800, regarding the allegations contained in the following 5 Notices of Violations:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A61734A	9/28/22	1/1/20	8-5-305.3	Storage Tank Violation
A61735A	9/28/22	9/28/22	8-5-322.5	Storage Tank Violation
A61737A	10/5/22	5/1/21	2-1-307	Permit Requirement/Condition Violation
A61748A	2/28/23	1/1/20	8-5-305.3	Storage Tank Violation
A62771A	12/13/23	12/11/23	8-5-320	Storage Tank Violation

- 3) On April 22, 2025, the Air District reached a settlement with the SFPP, LP for \$54,810, regarding the allegations contained in the following 3 Notices of Violations:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A61171A	7/19/22	6/25/22	8-33-306	Gasoline Bulk Terminal Violation
A62130A	6/14/23	6/6/23	8-18-301	Equipment Leak Violation
A62131A	6/14/23	6/6/23	8-18-301	Equipment Leak Violation

- 4) On April 25, 2025, the Air District reached a settlement with Sims Metal Management for \$25,100, regarding the allegations contained in the following 1 Notice of Violation:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A59194A	6/5/24	5/22/24	5-301	Open Burn 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: June 4, 2025

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

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

2025 Stationary Source Sampling and Analysis for Air Pollutants Conference, Myrtle Beach, South Carolina, April 6-11, 2025, attendees:

- Winnie Leung, Air Quality Engineer, Meteorology and Measurement
- Rajeev Sehgal, Manager, Compliance and Enforcement

2025 National Air Toxics Conference, Denver, Colorado, April 14-18, 2025, attendees:

- Daniel Alrick, Principal Air and Meteorological Monitoring Specialist, Meteorology and Measurement
- Simrun Dhoot, Supervising Air Quality Engineer, Engineering
- Kate Hoag, Ph.D., Assistant Manager, Meteorology and Measurement

- Mark Kiffe, Air Quality Engineer, Engineering

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: June 4, 2025

Re: Changes to Confidential Classifications

RECOMMENDED ACTION

Authorize the following changes to confidential classifications:

1. Creation of 6 new confidential classifications; and
2. Removal of 12 outdated and redundant confidential classifications; and
3. Revision of 6 existing confidential classifications to align with updated job functions, duties, and responsibilities.

BACKGROUND

A comprehensive review of classification structures was conducted at the Air District. The effort stems from the 2022 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:

Administrative Assistant I/II
Clerk of the Boards
Executive Assistant I/II
Paralegal I/II
Principal Cybersecurity Analyst
Senior Executive Assistant

3. Creation of New Classifications

New classifications are created to address emerging work areas and introduce new structure in the confidential 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:

Analyst I/II
Economist
Senior Analyst
Principal Analyst
Supervising Analyst
Technician

4. Removal of Outdated Classifications and Roles

Some classifications are outdated, too narrow in scope, or have redundant roles.

Creating the broader confidential classifications listed above is aimed to reduce inefficiencies, facilitate lateral mobility, and eliminate overlap across classifications. Working titles and specific qualifications for specific confidential roles can still be utilized as appropriate. The following are removed classifications:

- Administrative Secretary
- Executive Secretary I/II
- Human Resources Analyst I/II
- Human Resources Technician I/II
- Legal Office Services Specialist
- Legal Secretary I/II
- Office Assistant I/II
- Principal Human Resources Analyst
- Senior Executive Secretary
- Senior Payroll Analyst
- Senior Human Resources Analyst
- Supervising Human Resources Analyst

A summary of proposed confidential classifications is included as follows:

Classification	Recommendation
Administrative Assistant I/II	Revised
Technician	New
Analyst I/II	New
Senior Analyst	New
Principal Analyst	New
Supervising Analyst	New
Clerk of the Boards	Revised
Executive Assistant I/II	Revised
Senior Executive Assistant	Revised
Economist	New
Paralegal I/II	Revised
Principal Cybersecurity Analyst	Revised

The new and revised classifications will be effective July 1, 2025. Confidential employees will be placed into these new classifications at a later date when successor MOU negotiations are completed, at which time the outdated classifications will be deleted.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None. The salary schedule will be adopted as part of the Fiscal Year Ending 2026 Budget.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Lisa Baker and Judy Yu
Reviewed by: Hyacinth Hinojosa

ATTACHMENT(S):

1. Administrative Assistant I-II
2. Analyst I-II
3. Clerk of the Boards
4. Economist
5. Executive Assistant I-II
6. Paralegal I-II
7. Principal Analyst
8. Principal Cybersecurity Analyst
9. Senior Analyst
10. Senior Executive Assistant
11. Supervising Analyst
12. Technician



CLASSIFICATION SPECIFICATION

Classification Specification Name: Administrative Assistant I/II

Class Codes: 8C006 / 7C009

Salary Range: 114 / 118

Bargaining Unit: Confidential

Established Date: March 3, 2021

Revision Date: July 1, 2025

CLASSIFICATION SUMMARY

Under general supervision, performs a variety of administrative and office support duties of moderate complexity. This role provides administrative support to management and departmental staff.

DISTINGUISHING CHARACTERISTICS

Administrative Assistant I is the entry-level class in the Administrative Assistant series that allows the incumbent to develop journey-level knowledge and abilities. Initially under close supervision, incumbents perform routine assignments within an established procedural framework. This classification is alternately staffed with Administrative Assistant II level and incumbents may advance to the higher level after gaining experience and demonstrating a level of proficiency that meets the qualifications of the higher-level class.

Administrative Assistant II is the journey-level class in this series in which incumbents are expected to independently perform the full scope of administrative and office support duties. Positions at this level perform the full range of duties as assigned, working independently, and exercising more independent judgment and initiative. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit.

This class is distinguished from Executive Assistant I/II in that the latter provides administrative assistance to the executives.

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.

Receives and screens visitors, emails, and telephone calls, and provides information based on established policies and procedures. Takes messages and refers the caller to the proper person or department.

Provides customer service to the public and internal staff via phone and email and addresses inquiries and provides general information.

Files and organizes physical and digital records and ensures proper document management.

Enters data and updates information in systems and databases.

Processes and tracks payments for contractors and vendors and ensures accurate and timely completion.

Opens, processes, sorts incoming mail, and prepares outgoing mail. Prepares administrative documents such as purchase requests.

Maintains and restocks supplies and places special orders. Schedules and arranges meetings and schedules room reservations.

Types and drafts a wide variety of documents. Inputs and retrieves data and prepares reports.

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

Administrative Assistant I: High school diploma or GED and one year of administrative support experience.

Administrative Assistant II: In addition to the above, two years of office administrative support 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:

Record keeping principles and practices.

Standard office administrative support practices and procedures including filing and professional correspondence.

Standard office software applications.

Public information protocols and customer service principles.

Skills in:

Performing accurate data entry and typing.

Managing multiple tasks efficiently to meet deadlines.

Communicating effectively through excellent verbal, listening, and written communication.

Establishing and maintaining effective working relationships with those contacted in the course of the work.

Organizing and maintaining accurate records and files.

Prioritizing tasks, meeting critical deadlines, and following up on assignments.

Using initiative and exercising independent judgment within established guidelines.

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical demands:

Some positions in this classification may require the following:

- Sitting for long periods of time or walking and/or standing is only required occasionally.
- Focus on computer screens and type for prolonged periods of time.
- Occasionally lift or move 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.

DRAFT



CLASSIFICATION SPECIFICATION

Classification Specification Name: Analyst I/II

Class Codes: 8C102 / 7C105

Salary Range: 130 / 134

Bargaining Unit: Confidential

Established Date: July 1, 2025

Revision Date:

CLASSIFICATION SUMMARY

Under general supervision, performs professional-level analytical work to support various assigned functional areas, including budget, finance, procurement, organizational development, human resources, diversity, equity and inclusion, general administration, and specialized division-specific programs.

DISTINGUISHING CHARACTERISTICS

Analyst I is the entry-level class in this professional series. Initially under close supervision, incumbents perform analytical work for an assigned operational and/or program area where expertise is gathered in a specific field of work, while learning the Air District policies and procedures. As experience is gained, duties become more diversified and are performed with greater independence of action within established guidelines. This class is alternately staffed with Analyst II and incumbents may advance to the higher level after gaining experience and demonstrating proficiency which meets the qualifications of the higher-level class.

Analyst II is the journey-level class in this series, fully proficient in performing the full range of professional analytical work for an assigned operational and/or program area. Incumbents are expected to exercise more initiative and independent judgment and are responsible for assignments requiring a higher degree of working knowledge.

This class is distinguished from Senior Analyst in that the latter performs the more complex assignments and provides lead direction on projects.

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.

Some positions in this classification may be assigned to one or several program areas; an exhaustive list of program-area specific duties is not provided.

Administers, coordinates and supports assigned programs, projects, and initiatives, ensuring alignment with organizational objectives and regulatory requirements.

Researches, collects, compiles, and analyzes data for assigned programs to identify trends, evaluate outcomes, and make informed recommendations for program or operational improvements.

Develops, implements, and monitors policies, procedures, and administrative systems to enhance efficiency, ensure compliance, and support organizational goals.

Prepares comprehensive reports, presentations, correspondence summarizing findings, and recommendations for management review.

Develops performance metrics and monitoring tools to track program outcomes and operational efficiency.

Provides technical assistance and guidance to internal and external stakeholders on program requirements, policies, and procedures.

Monitors and ensures adherence with federal, state, and local regulations, funding requirements, and professional standards related to assigned functional areas

Prepares, drafts, and participates in review for Requests for Proposal (RFPs) and Requests for Quotations (RFQs). Coordinates the contract process and ensures compliance with procurement policies and regulations.

Assists with preparing and monitoring budgets, including analyzing expenditures, identifying cost-saving opportunities, and forecasting financial needs.

Collaborates with cross-functional teams to plan, develop, and implement projects, initiatives, or strategic goals.

Coordinates and supports training and development efforts, including preparing and presenting training materials.

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

The items listed below are the minimum requirements for this classification.

Analyst I: Bachelor's degree from an accredited college or university in business administration, public administration, finance, or related field and one year of experience in analytical or programmatic work within the assigned program area.

Analyst II: In addition to the above, one year of professional analytical or programmatic experience in the assigned program area.

Any equivalent combination of education and experience that provides the necessary qualifications to successfully perform the duties of the position will be considered.

Some positions may require more specialized education, training and experience.

LICENSES AND CERTIFICATIONS:

Some positions in this classification may require possession of a valid California driver's license or ability to obtain one.

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

The minimum knowledge and skills needed to perform the essential duties of the classification.

Knowledge of:

Project and/or program management, analytical processes, and report preparation techniques.

Organizational and management practices as applied to the analysis, evaluation, development, and implementation of programs, policies, and procedures.

Principles of mathematical and statistical computations.

Procurement and contract processes.

Principles of budget preparation, expenditure tracking, cost analysis, and financial forecasting.

Research and reporting methods, techniques, and procedures.

English usage, grammar, spelling, vocabulary, and punctuation.

Applicable federal, state, and local laws, regulatory codes, ordinances, and procedures relevant to assigned areas of responsibility.

Principles and practices of public administration as applied to operational unit and program administration.

Principles and practices of public sector management and government.

Recent and on-going developments, current trends, and sources of information related to the operations of the assigned division.

Record keeping principles and procedures.

Skills in:

Collecting, analyzing, and synthesizing data to draw conclusions and make actionable recommendations.

Planning, organizing, and overseeing projects and initiatives from conception to completion.

Drafting, implementing, and evaluating policies and standard operating procedures.

Creating detailed reports, presentations, and other documentation for diverse audiences.

Preparing budgets, analyzing expenditures, and identifying cost-saving opportunities.

Working effectively with cross-functional teams and building productive partnerships across departments.

Communicating effectively through excellent verbal, listening, and written communication

Identifying issues, evaluating options, and implementing effective solutions.

Prioritizing tasks, managing deadlines, and handling multiple projects simultaneously.

Establishing and maintaining effective working relationships to build and preserve trust and credibility with internal and external stakeholders.

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical demands:

Some positions in this classification may require the following:

- Prolonged periods of sitting, with occasional walking or standing for extended durations.
- View computer screens and type for prolonged periods of time.
- Climb ladders or step stools to install fixtures or perform light maintenance tasks.
- Bend, kneel, and reach to access equipment or complete minor repairs.
- Occasionally lift or move up to 50 pounds, with assistance.

Working conditions:

- Work is primarily performed in a typical office environment, with occasional travel to district offices, field sites, and other locations.
- May attend and present at public events, workshops, and other meetings including after standard working hours.
- Occasional work may be required on evenings, weekends, and holidays to minimize disruptions during regular operations.
- May encounter work environments with varying noise levels and physical demands, such as construction sites or maintenance areas.

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: Clerk of the Boards

Class Codes: 5C101

Salary Range: 132

Bargaining Unit: Confidential

Established Date: January 1, 1992

Revision Date: July 1, 2025

CLASSIFICATION SUMMARY

Under general direction, prepares agendas, consolidates supporting materials, documents actions, and maintains records and other information for the Boards.

DISTINGUISHING CHARACTERISTICS

This single-position standalone class is responsible for providing a variety of support to the Air District's Executive Office, Board of Directors, Advisory Council, Community Advisory Council and Hearing Board. This position ensures effective coordination and communication between the Boards and the Air District, upholds legal requirements, and maintains official records. This role operates independently under administrative direction within the Executive Office.

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 administrative support to the Board of Directors, including processing Board resolutions, managing communications, and maintaining meeting attendance records.

Establishes and maintains records for the Boards. Researches and provides materials for Board members on a variety of issues.

Records actions taken in official records. Transmits records or notices of actions taken to appropriate parties.

Receives and reviews agenda items to ensure that all submittals are complete and in compliance with established procedures.

Prepares and distributes ordinances, resolutions, and documents results from Boards' actions.

Reviews all legal notices, ensures compliance with public notification laws, and acts as the authorized entity for accepting service of legal processes on behalf of the Air District and its Boards.

Maintains records of Board members' appointments, conducts Oaths of Office, and coordinates with Human Resources to generate recruitment.

Administers and tracks compliance with ethics, conflicts of interest, and other legal requirements for Board members.

Serves as liaison for Board-related public inquiries and communications and processes and responds to correspondence.

Notarizes documents and provides general administrative support, including maintaining records, managing supplies, and fielding internal and external inquiries.

Assists with responses to Public Records Requests in coordination with the Legal Office.

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

The items listed below are the minimum requirements for this classification.

Associate's degree and three years of progressively responsible administrative or clerking 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:

Possession of a valid California Notary Public commission, or ability to obtain one within 6 months of hire.

Experience or willingness to complete Hearing Board and Variance courses from the California Air Resources Board (CARB).

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

The minimum knowledge and skills needed to perform the essential duties of the classification.

Knowledge of:

Government agencies, public officials, public sector operations, and media.

Principles, practices, and procedures related to public agency record keeping.

Records management principles and practices, including legal requirements for recording, retention, storage, and disclosure.

Parliamentary procedures and legal requirements, particularly Ralph M. Brown Act and its impact on public meetings.

Digital platforms such as Sitecore and CivicClerk for managing agendas and content.

Skills in:

Confidentiality and handling sensitive information.

Managing multiple tasks to meet deadlines effectively.

Effective verbal, listening, and written communication.

Organizing and maintaining accurate and complex records.

Processing various applications, submittals, and documents in accordance with established codes and requirements.

Interpreting and applying legal requirements, policies, and procedures related to Board recordkeeping.

Preparing clear, concise and complete meeting minutes, documentation, and other reports and correspondence.

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 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.
- Attend public and other meetings after standard working hours.
- Occasional travel to off-site meetings and hearings.

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: Economist

Class Codes: 6C105

Salary Range: 148

Bargaining Unit: Confidential

Established Date: July 1, 2025

Revision Date:

CLASSIFICATION SUMMARY

Under general direction, performs complex financial analysis and economic modeling, studies market trends and conditions, evaluates impacts of Air District initiatives, policies, and regulations, and develops strategies to optimize and mitigate financial risks for the Air District.

DISTINGUISHING CHARACTERISTICS

This specialized, standalone classification is responsible for providing subject matter expertise in economic analysis and collaborates with teams across the Air District to develop and update the agency's financial and strategic plans. Incumbents gather, analyze, and interpret quantitative and qualitative data to assess economic trends, market conditions, and policy impacts in support of strategic decision-making for the Air District.

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.

Reviews and studies regional, national, and international economic conditions to inform financial and strategic planning for the Air District.

Monitors and evaluates economic patterns and trends to determine the impacts and risks to the Air District's operations and financial position.

Collaborates with the Finance Division to develop and manage the Air District's financial plan, including reviewing assumptions, preparing budget projections, and identifying risks.

Reviews and identifies spending strategies and recommends changes to align resources with the strategic plan. with revisions to the Board approved strategic plan to provide an intentionality on how the organization focuses resources.

Reviews the Air District's key sources of revenue and fees collected from regulated industries. Performs analysis to determine opportunities and risks and develops solutions to address them.

Collaborates with senior leadership to refine and adjust strategies based on evolving priorities and feedback.

Collaborates with various divisions to evaluate the financial and economic impacts of policies, rules, and revenue sources, including analyzing fee collection projections, assessing program effectiveness, tracking cost recovery, and ensuring accurate financial forecasting for the Air District.

Partners with senior leadership to refine and adjust strategies based on evolving priorities and feedback.

Creates mathematical and statistical models to simulate economic scenarios, helping predict the effects of policy changes, economic shocks, or market dynamics.

Presents data insights and recommendations to stakeholders via reports and presentations.

Represents the Air District in external meetings and forums. Represents the Air District in economic focused venues and conferences.

Prepares quarterly and annual financial reports, including analyses of financial performance, revenue trends, and cost recovery, to support transparency, accountability, and strategic decision-making.

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 economics, finance, statistics or closely related field and five years of experience in economic analysis, project management, or policy evaluation within a governmental, regulatory, or environmental sector.

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:

Principles of microeconomic and macroeconomics, including supply and demand, market structures, and economic cycles.

Economic modeling techniques for analyzing trends and forecasting future economic conditions.

Financial markets operations and key economic indicators.

Cost recovery analysis, identifying trends, and forecasting revenue sources and financial sustainability.

Environmental policies, regulations, and air quality standards, including how they interact with federal, state, and local regulations.

Policy analysis and the regulatory frameworks influencing air quality management, particularly in a governmental or regulatory environment.

Understanding of program effectiveness, cost recovery strategies, and financial implications of environmental policies.

Budgeting, financial forecasting, and resource allocation in the context of a governmental or public agency setting.

Knowledge of financial risk management and financial planning best practices.

Data analysis techniques for interpreting large datasets and identifying key economic patterns.

Skills in:

Using financial modeling and conducting analysis to simulate scenarios to predict outcomes of economic or policy changes.

Utilizing data visualization tools and programming languages.

Conducting and designing studies, surveys, and experiments.

Identifying economic problems, analyzing potential causes, and proposing effective solutions.

Using historical data and current trends to make economic forecasts and projections.

Conveying complex economic information to internal and external audiences in a clear and concise way, to both technical and non-technical audiences.

Analytical and strategic thinking to assess the effectiveness of strategies, identify areas for improvement, and adjust tactics as needed.

Researching, compiling, and summarizing complex reports and informational materials.

Communicating effectively through excellent verbal, listening, and written communication.

Establishing and maintaining effective working relationships to build and preserve trust and credibility with internal and external stakeholders.

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 after 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.

DRAFT



CLASSIFICATION SPECIFICATION

Classification Specification Name: Executive Assistant I/II

Class Codes: 8C005 / 7C008

Salary Range: 128 / 132

Bargaining Unit: Confidential

Established Date: March 3, 2021

Revision Date: July 1, 2025

CLASSIFICATION SUMMARY

Under general supervision, provides a variety of complex and often confidential administrative assistance to executives.

DISTINGUISHING CHARACTERISTICS

Executive Assistant I is the entry-level class in this confidential class series. It is designed to allow an experienced assistant to learn the procedures and processes particular to the Air District's Executive Office. Incumbents are required to use discretion, initiative, and independent judgement. This class is alternately staffed with Executive Assistant II and incumbents may progress to the higher level after gaining experience and demonstrating proficiency sufficient to meet the qualifications of the higher-level class.

Executive Assistant II is the journey-level class in this confidential class series, fully proficient to independently perform the full scope and diversity of responsibilities. Responsibilities include regular contact with governmental officials, the Air District Board of Directors, Hearing Board, Advisory Council, Community Advisory Council, representatives of business or community organizations, the public, and all levels of Air District personnel to exchange information and explain administrative policies and procedures.

This class is distinguished from Senior Executive Assistant in that the latter performs the more complex assignment and provides lead direction to staff that requires considerable knowledge of Air District executive office administration.

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.

Receives and screens visitors, telephone calls, and messages. Provides information and resolves complaints which regularly require the use of judgment and the interpretation and application of policies and procedures.

Transcribes minutes, draft reports and a wide variety of documents. Compiles and processes confidential materials.

Initiates confidential or sensitive correspondence for signature. Reviews materials for completeness, accuracy, format, and compliance with policies and procedures.

Organizes and maintains various documents and files.

Follows up on projects, transmits information, and keeps informed of pertinent activities.

Gathers information from staff on behalf of the executives. Researches policies and procedures and submits contracts for review.

Coordinates and organizes meetings by notifying participants, making room arrangements, preparing agendas, and collects required informational materials. Attends meetings and prepares minutes.

Makes appointments and maintains calendars. Schedules and arranges meetings and makes travel arrangements.

Creates presentations and related materials for management presentations.

Coordinates and assembles information from the Air District's management and executive staff, the public, and other stakeholders for Board of Director's meetings. Prepares, reviews, and distributes the materials.

Tracks Board of Directors' and executive staff expenses and processes related payments.

Coordinates arrangements for facility tours and external meetings, and books conference rooms for in-person or hybrid meetings.

Assists in planning and coordinating events including webinar set up, room reservations, catering, and vendor pricing and management.

Proofreads and uploads materials to the Air District's website.

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

The items listed below are the minimum requirements for this classification.

Executive Assistant I: Associate degree in business administration or a closely related field, and one year of administrative or executive assistant experience.

Executive Assistant II: In addition to the above, two years of executive assistant 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:

May be required to possess a valid California Notary Public commission, or ability to obtain one within 6 months of hire or work assignment.

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

The minimum knowledge and skills needed to perform the essential duties of the classification.

Knowledge of:

Office administrative practices and procedures.

Recordkeeping, report preparation, filing methods, and records management techniques.

Spelling, grammar, punctuation, and vocabulary.

Procedures for public meetings and Robert's Rules of Order.

Digital platforms such as Sitecore and CivicClerk for managing agendas and content.

Skills in:

Interacting and collaborating with senior leadership, executives, and employees at all levels.

Interpreting, applying, and explaining complex policies and procedures.

Tracking and managing multiple tasks, schedules, and calendars.

Using discretion, initiative, and independent judgment within established guidelines.

Confidentiality and handling of sensitive information.

Researching, compiling, and summarizing a variety of information.

Composing, proofreading, and editing documents and correspondence.

Establishing and maintaining effective working relationships with those contacted in the course of the work.

Managing multiple tasks, tracking deadlines, and maintaining organized records.

Demonstrating attention to detail and strong organizational skills.

Communicating effectively through excellent verbal, listening, and written communication.

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.
- Occasionally lift or move up to 25 pounds.

Working conditions:

- Work is primarily performed in a typical office environment.
- Attend public and other meetings after standard working hours.
- Travel to off-site meetings required.

This classification specification outlines the general nature and level of work performed. It is not a complete list of all duties and responsibilities.

DRAFT



CLASSIFICATION SPECIFICATION

Classification Specification Name: Paralegal I/II

Class Codes: 8C103 / 7C102

Salary Range: 120 / 124

Bargaining Unit: Confidential

Established Date: October 1, 1997

Revision Date: July 1, 2025

CLASSIFICATION SUMMARY

Under general supervision, performs a wide variety of paralegal duties including legal research and analysis, litigation support, and case management.

DISTINGUISHING CHARACTERISTICS

Paralegal I is the entry-level class in this paraprofessional series. Initially under close supervision, incumbents learn Air District policies and procedures while performing routine paralegal duties in support of the Air District's Counsel Office. As experience is gained, assignments become more diverse and performed with less supervision. This class is alternately staffed with Paralegal II and incumbents may advance to the higher level after gaining experience and demonstrating proficiency which meets the qualifications of the higher-level class.

Paralegal II is the journey-level class in the series, fully competent to perform a wide range of difficult and complex paralegal duties, working independently, and exercising judgment and initiative. Incumbents in this class require a thorough knowledge of legal research methods, analytical techniques, and legal procedures.

This class is distinguished from the Assistant Counsel I/II in that the latter is a professional-level position requiring a license to practice law, with responsibilities including providing legal advice, making legal decisions, and representing the agency in legal matters.

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.

Assists attorneys with case planning, development, and management. Develops, implements, and supports efficient and cost-effective discovery processes, case tracking, and automation systems.

Organizes, indexes, and manages discovery documents for trials and hearings. Assists attorneys during trials and hearings.

Prepares routine filings and correspondence with opposing counsel and third parties.

Implements best practices for managing paper and electronic discovery materials, including identification, preservation, collection, analysis, processing, review, and presentation.

Drafts discovery plans and discovery requests in consultation with attorneys.

Prepares digests, synopses, and analyses of deposition testimony and other discovery materials for attorneys. Researches factual information in discovery databases and administrative records.

In coordination with attorneys and the Public Records Coordinator, oversees the process for collecting, assembling, reviewing, and producing responses to large and/or complex requests for public records, including uploading records into a document management platform, coordinating privilege reviews, and producing documents to the requestor.

Administers the document management software platforms, trains staff in using the system, and responds to related inquiries. Oversees the relationship with document management software platform vendors.

Conducts basic legal research including researching legislative and regulatory histories for statutory and regulatory interpretation and tracking developing legal and regulatory issues.

Provides briefings and may present to Air District advisory bodies and members of the public on the work of the Air District, including enforcement actions taken and penalties assessed for violations.

Collects and organizes legal research and advice memos for future reference by attorneys. Maintains library of approved document templates. Maintains database of penalties assessed for various types of enforcement cases.

Identifies qualified vendors to provide litigation or other legal support services. Oversees the RFP/RFQ processes and monitors vendor contracts and performance.

Proofreads and cite-checks briefs and assists with filings.

Meets with staff and third parties to gather information for enforcement cases and other matters.

Notarizes documents as required, ensuring compliance with applicable laws and regulations; maintains accurate records of notarized transactions and verifies the identity of signatories.

Interacts with court and Hearing Board staff, litigation partners and opponents, and outside vendors providing litigation support and related services.

Liaises with clerks, deputies, and other court staff regarding local court rules and procedures.

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

The items listed below are the minimum requirements for this classification.

Paralegal I: Bachelor's degree in legal studies or related field.

Paralegal II: In addition to the above, two years of professional paralegal 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:

Paralegal certification from an American Bar Association approved program.

Possession of a valid California Notary Public commission, or ability to obtain one within 6 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:

Methods and techniques of legal research, discovery, fact investigation, and standard legal reference materials.

Principles and practices of legal office terminology, processes, procedures, and the format for legal documents.

Current technology developments relating to litigation support.

Legal, legislative, and regulatory research tools and databases.

Rules of professional conduct and attorney-client privilege.

Common legal office software and e-discovery tool.

Skills in:

Analyzing legal problems and perform detailed analytical work with accuracy and initiative.

Analyzing legal documents, cases, and data to assist in case preparation.

Maintaining confidentiality and handling of sensitive information.

Prioritizing work and managing multiple duties and assignments to meet deadlines effectively.

Communicating effectively through excellent verbal, listening, and written communication with attorneys, Air District leaders and staff, court personnel, vendors, consultants, representatives of governmental entities, and members of the public.

Establishing and maintaining effective working relationships to build and preserve trust and credibility with internal and external stakeholders.

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.

- Lift and carry files and boxes weighing up to 15 pounds.

Working conditions:

- Work is primarily performed in a typical office environment.
- After-hours work may be required, including evenings and weekends.
- 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.

DRAFT



CLASSIFICATION SPECIFICATION

Classification Specification Name: Principal Analyst

Class Codes: 4C103

Salary Range: 142

Bargaining Unit: Confidential

Established Date: July 1, 2025

Revision Date:

CLASSIFICATION SUMMARY

Under general direction, performs the most complex functions and highly specialized level of analytical work in assigned functional areas, including budget, finance, procurement, organizational development, human resources, diversity, equity and inclusion, general administration, and specialized division-specific programs.

DISTINGUISHING CHARACTERISTICS

This class performs the most complex analytical work and specialized projects and assignments in support of the Air District's goals and objectives. Incumbents are responsible for providing subject matter expertise and project leadership for coordinating and developing programs which require considerable professional working knowledge, and a high degree of initiative and independent judgment.

This class is distinguished from Supervising Analyst, in that the latter assigns, supervises, and evaluates the work of assigned staff on a continuing basis. This class is also distinguished from Manager in that the latter has managerial responsibility for assigned programs and staff, and for all defined functional areas.

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.

Some positions in this classification may be assigned to one or several program areas; an exhaustive list of program-area specific duties is not provided.

Provides lead direction and reviews the work of staff. Prioritizes and follows up on work assignments to ensure timely and accurate completion.

Provides oversight for the most complex assignments relating to the development, implementation, and processes of new or existing programs, projects, policies, and initiatives.

Conducts comprehensive research and analysis for assigned programs and serves as the subject matter expert, providing recommendation and guidance to management, stakeholders, and external partners.

Designs and implements performance measurement systems to evaluate program and project outcomes and ensure alignment with strategic goals.

Prepares and presents staff reports and recommendations to Air District's Board of Directors, sub-committees, leadership and others as assigned.

Provides technical assistance and serves as a resource to internal and external stakeholders on program requirements, policies, and procedures.

Ensures adherence with federal, state, and local regulations, funding requirements, and professional standards related to assigned functional areas

Prepares, drafts, and participates in review for Requests for Proposal (RFPs) and Requests for Quotations (RFQs). Leads the coordination of the contract process and ensures compliance with procurement policies and regulations.

Participates in the preparation of the strategic goals and objectives, and budget of the assigned programs.

Oversees cross-functional teams to plan, develop, and implement projects, initiatives, or strategic goals.

Plans, presents, and facilitates training sessions, workshops, and public meetings.

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 business administration, public administration, finance, or related field and four years of experience in professional analytical or programmatic work in the assigned program area.

Any equivalent combination of education and experience that provides the necessary qualifications to successfully perform the duties of the position will be considered.

Some positions may require more specialized education, training and experience.

LICENSES AND CERTIFICATIONS:

Some positions in this classification may require possession of a valid California driver's license or ability to obtain one.

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

The minimum knowledge and skills needed to perform the essential duties of the classification.

Knowledge of:

Project and/or program management, analytical processes, and report preparation techniques.

Organizational and management practices as applied to the analysis, evaluation, development, and implementation of programs, policies, and procedures.

Principles of mathematical and statistical computations.

Procurement and contract processes.

Principles of budget preparation, expenditure tracking, cost analysis, and financial forecasting.

Research and reporting methods, techniques, and procedures.

Principles and applications of critical thinking and analysis.

English usage, grammar, spelling, vocabulary, and punctuation.

Applicable federal, state, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.

Advanced principles and practices of public administration as applied to operational unit and program administration.

Advanced principles and practices of public sector management and government.

Recent and on-going developments, current trends, and sources of information related to the operations of the assigned division.

Record keeping principles and procedures.

Skills in:

Training, reviewing, and evaluating the work of professional, technical, and support staff.

Leading technical projects and cross-functional teams.

Collecting, analyzing, and synthesizing data to draw conclusions and make actionable recommendations.

Planning, organizing, and overseeing projects and initiatives from conception to completion.

Drafting, implementing, and evaluating policies and standard operating procedures.

Preparing clear and concise technical reports, correspondence, presentations, and other written materials.

Creating detailed reports, presentations, and other documentation for diverse audiences.

Preparing budgets, analyzing expenditures, and identifying cost-saving opportunities.

Working effectively with cross-functional teams and building productive partnerships across departments.

Identifying issues, evaluating options, and implementing effective solutions.

Communicating effectively through excellent verbal, listening, and written communication.

Facilitating training sessions, meetings, and workshops with clarity and authority.

Prioritizing tasks, managing deadlines, and handling multiple projects simultaneously.

Exercising sound independent judgement and decision making within established guidelines.

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:

- Prolonged periods of sitting, with occasional walking or standing for extended durations.
- View computer screens and type for prolonged periods of time.
- Climb ladders or step stools to install fixtures or perform light maintenance tasks.
- Bend, kneel, and reach to access equipment or complete minor repairs.
- Occasionally lift or move up to 50 pounds, with assistance.

Working conditions:

- Work is primarily performed in a typical office environment, with occasional travel to district offices, field sites, and other locations.
- May attend and present at public events, workshops, and other meetings including after standard working hours.
- Occasional work may be required on evenings, weekends, and holidays to minimize disruptions during regular operations.
- May encounter work environments with varying noise levels and physical demands, such as construction sites or maintenance areas.

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: Principal Cybersecurity Analyst

Class Codes: 4C102

Salary Range: 139

Bargaining Unit: Confidential

Established Date: March 6, 2024

Revision Date: July 1, 2025

CLASSIFICATION SUMMARY

Under general direction, performs complex and specialized projects relating to the security, confidentiality, and integrity of the Air District's information management systems.

DISTINGUISHING CHARACTERISTICS

This advanced, specialized standalone classification performs complex duties in support of the Air District's goals and objectives. Incumbents are responsible for providing subject matter expertise and project leadership in coordinating and developing programs and require considerable technical knowledge and use of independent judgment in those areas.

This class is distinguished from the Manager level in that the latter has managerial responsibility for assigned programs and staff, and for all defined functional areas.

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.

Provides lead direction, coordinates, and carries out the most complex assignments relating to the development, implementation, and processes of new or revised programs to achieve and maintain compliance with security standards for information systems.

Provides lead direction and reviews the work of staff. Prioritizes and follows up on work assignments to ensure timely and accurate completion.

Develops and implements comprehensive cyber security strategies to protect the Air District's computer systems, networks, and data.

Conducts regular security assessments and risk analyses to identify vulnerabilities and develop mitigation strategies.

Designs, implements, and maintains cyber security controls, including firewalls, intrusion detection systems, and encryption technologies.

Conducts threat hunting and adversarial simulation exercises to identify and mitigate potential cyber threats.

Develops and maintains incident response plan, including procedures for incident detection, containment, eradication, and recovery, and ensures business continuity in the event of a cyber security breach.

Researches the technical feasibility of new information systems designs and coordinates the development of technological justifications.

Provides lead direction, training, and work review to technical and support staff. Prioritizes and follows up on work assignments to ensure timely completion.

Provides leadership and works directly to develop informational security related policies and guidelines for all programs.

Designs, develops, tests, and implements new systems to meet information security requirements and needs.

Confers with Air District management and staff regarding information systems security. Develops long- and short-range plans, including implementing changes for information system hardware and software.

Reviews, analyzes, and administers information system vendors, contracts, and other agreements in support of Air District activities. Monitors expenditures and charges against agreements. Prepares fiscal status reports for management. Advises contractors and management regarding issues involving contract administration and interpretation. Prepares cost analyses.

Prepares Requests for Proposal (RFPs) and Requests for Quotations (RFQs). Prepares contract documents and other agreements using standard Air District procedures. Reviews contract terms and conditions.

Analyzes cost-effectiveness of information systems, assesses new information technologies, and performs other technical work within the context of information systems. Reviews and summarizes data. Prepares special and periodic reports.

Coordinates and facilitates meetings and trainings on the technical application and interpretation of Air District information systems programs. Makes presentations and develops supporting technical materials.

Maintains information management systems and program records.

Prepares clear and concise program documentation, user procedures, reports of work performed, and other written materials.

Leads internal and external audits for information systems programs and assists in physical inspections of information systems to ensure compliance with program requirements.

Works with law enforcement agencies and other external organizations to investigate and respond to cyber security incidents.

Prepares and presents staff reports to the Air District's Board of Directors, and/or sub-committees.

Researches, interprets, and explains technical policies, rules and regulations regarding programs. Gathers and prepares background information.

Assists in the development of the information systems budget relating to computer hardware and software acquisition and maintenance.

Participates in the preparation of the strategic goals and objectives, and budget of the assigned programs.

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 computer science, information security, or a closely related field and four years of professional information

technology experience, including developing and administering cybersecurity policies and procedures.

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:

Some positions in this classification may require possession of a valid California driver's license or ability to obtain one.

Certified Information Systems Security Professional (CISSP) or Certified Information Systems Auditor (CISA) or equivalent certifications are preferred.

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

The minimum knowledge and skills needed to perform the essential duties of the classification.

Knowledge of:

Principles of design, operation, maintenance, and capabilities of computer systems, networking, data communications, telecommunications, and database systems.

In-depth knowledge of information controls, information security, and best practices for information security frameworks.

Computer programming principles, techniques, and procedures for technical, administrative, and business applications.

Methods and techniques of information security administrative analyses both in cloud systems and on premises.

Administrative organization and operating principles and practices.

In-depth knowledge of project development and management.

Local, state, and federal laws, rules, and regulations applicable to information systems security.

Skills in:

Project planning and project communication and training others in procedures.

Root cause analysis of cybersecurity events.

Cloud based and on premises security administration.

Maintaining confidentiality and exercising discretion in handling sensitive, privileged, and highly confidential information.

Developing and administering effective cybersecurity policies and procedures.

Preparing clear and concise technical reports, correspondence, and other written materials.

Training, reviewing, and evaluating the work of professional, technical, and support staff.

Exercising sound independent judgment within established guidelines.

Establishing and maintaining effective working relationships with those contacted in the course of the work including internal users, management, and vendors.

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical demands:

Some positions in this classification may require the following:

- Sitting for long periods of time or walking and/or standing is only required occasionally.
- Focus on computer screens and type for prolonged periods of time.

Working conditions:

- Work is primarily performed in a typical office environment.
- May include on-site support as needed.
- Occasional travel to support satellite sites.
- Work requires occasional after-hours or weekend support.

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 Analyst

Class Codes: 6C106

Salary Range: 138

Bargaining Unit: Confidential

Established Date: July 1, 2025

Revision Date:

CLASSIFICATION SUMMARY

Under general direction, provides lead direction and performs the more complex analytical work to support various assigned functional areas, including budget, finance, procurement, organizational development, human resources, diversity, equity and inclusion, general administration, and specialized division-specific programs.

DISTINGUISHING CHARACTERISTICS

This is the advanced lead level in this professional series. Incumbents provide lead direction, perform complex projects and assignments that require considerable professional knowledge and the use of independent judgement, and serve as an expert in their assigned operational and/or program area.

This class is distinguished from Principal Analyst in that the latter is responsible for providing subject matter expertise and has responsibility for implementing new projects and handling the most difficult, sensitive, novel or critical projects.

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.

Some positions in this classification may be assigned to one or several program areas; an exhaustive list of program-area specific duties is not provided.

Provides lead direction, coordination, training and work review to staff on routine, continuing, or well-defined tasks.

Leads the development and implementation of assigned programs, projects, policies, and initiatives, ensuring alignment with organizational objectives and regulatory requirements.

Leads, develops, and monitors performance metrics and monitoring tools to track program outcomes and operational efficiency.

Conducts comprehensive research and analysis for assigned programs, interpret findings to make recommendations for policy, programmatic, or operational improvements.

Prepares and presents staff reports and recommendations to the Air District's Board of Directors, sub-committees, leadership, and others as assigned.

Provides technical assistance and serves as resource to internal and external stakeholders on program requirements, policies, and procedures.

Ensures adherence with federal, state, and local regulations, funding requirements, and professional standards related to assigned functional areas

Prepares, drafts, and participates in review for Requests for Proposal (RFPs) and Requests for Quotations (RFQs). Coordinates the contract process and ensures compliance with procurement policies and regulations.

Prepares and monitors budgets, including analyzing expenditures, identifying cost-saving opportunities, and forecasting financial needs.

Leads and collaborates with cross-functional teams to plan, develop, and implement projects, initiatives, or strategic goals.

Plans, presents, and facilitates training sessions, workshops, and public meetings.

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 business administration, public administration, finance, or related field and three years of experience in professional analytical or programmatic work in the assigned program area.

Any equivalent combination of education and experience that provides the necessary qualifications to successfully perform the duties of the position will be considered.

Some positions may require more specialized education, training and experience.

LICENSES AND CERTIFICATIONS:

Some positions in this classification may require possession of a valid California driver's license or ability to obtain one.

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

The minimum knowledge and skills needed to perform the essential duties of the classification.

Knowledge of:

Project and/or program management, analytical processes, and report preparation techniques.

Organizational and management practices as applied to the analysis, evaluation, development, and implementation of programs, policies, and procedures.

Principles of mathematical and statistical computations.

Procurement and contract processes.

Principles of budget preparation, expenditure tracking, cost analysis, and financial forecasting.

Research and reporting methods, techniques, and procedures.

Principles and applications of critical thinking and analysis.

English usage, grammar, spelling, vocabulary, and punctuation.

Applicable federal, state, and local laws, regulatory codes, ordinances, and procedures relevant to assigned areas of responsibility.

Principles and practices of public administration as applied to operational unit and program administration.

Principles and practices of public sector management and government.

Recent and on-going developments, current trends, and sources of information related to the operations of the assigned division.

Record keeping principles and procedures.

Skills in:

Collecting, analyzing, and synthesizing data to draw conclusions and make actionable recommendations.

Planning, organizing, and overseeing projects and initiatives from conception to completion.

Drafting, implementing, and evaluating policies and standard operating procedures.

Preparing clear and concise technical reports, correspondence, presentations, and other written materials.

Creating detailed reports, presentations, and other documentation for diverse audiences.

Preparing budgets, analyzing expenditures, and identifying cost-saving opportunities.

Working effectively with cross-functional teams and building productive partnerships across departments.

Communicating effectively through excellent verbal, listening, and written communication.

Identifying issues, evaluating options, and implementing effective solutions.

Facilitating training sessions, meetings, and workshops with clarity and authority.

Prioritizing tasks, managing deadlines, and handling multiple projects simultaneously.

Exercising sound independent judgement and decision making within established guidelines.

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:

- Prolonged periods of sitting, with occasional walking or standing for extended durations.
- View computer screens and type for prolonged periods of time.
- Climb ladders or step stools to install fixtures or perform light maintenance tasks.
- Bend, kneel, and reach to access equipment or complete minor repairs.
- Occasionally lift or move up to 50 pounds, with assistance.

Working conditions:

- Work is primarily performed in a typical office environment, with occasional travel to district offices, field sites, and other locations.
- May attend and present at public events, workshops, and other meetings including after standard working hours.
- Occasional work may be required on evenings, weekends, and holidays to minimize disruptions during regular operations.
- May encounter work environments with varying noise levels and physical demands, such as construction sites or maintenance areas.

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 Executive Assistant

Class Codes: 6C002

Salary Range: 134

Bargaining Unit: Confidential

Established Date: March 3, 2021

Revision Date: July 1, 2025

CLASSIFICATION SUMMARY

Under general direction, provides lead direction and provides the more complex, confidential administrative assistance for the Executive Officer/Air Pollution Control Officer and Deputy Executive Officers.

DISTINGUISHING CHARACTERISTICS

This is the advanced lead level in the executive assistant series. Incumbents provide lead direction on assignments and perform highly specialized and complex administrative functions. Incumbents are required to use discretion, initiative, and independent judgment. This confidential class requires regular contact with governmental officials, the Air District Board of Directors, Hearing Board, Advisory Council, Community Advisory Council, representatives of business, community organizations, the public, and all levels of Air District personnel to exchange information and explain administrative policies and procedures.

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 lead direction, coordination, training, and work review to staff, on routine, continuing, or well-defined tasks.

Provides guidance to administrative staff on best practices, leads procedural process improvements, and enhances overall team efficiency.

Monitors and assists in the preparation of Board and Committee agendas. Coordinates preparation and distribution of the agenda. Receives and reviews agenda items to ensure that all submittals are complete and in compliance with established procedures.

Coordinates and provides lead support for organizing meetings, conferences, and events. Reviews participant lists, notifies participants, makes room arrangements, develops and prepares agendas and required informational materials. Attends meetings and prepares minutes.

Receives and screens visitors, telephone calls, and messages. Provides confidential information and resolves sensitive complaints requiring the use of discretion, judgment, and the interpretation and application of policies and procedures.

Assists other Executive Office staff including the Clerk of the Board and serves as backup as needed.

Gathers information from staff on behalf of the executives. Researches policies and procedures and submits for review.

Transcribes minutes, draft reports, and a wide variety of documents. Compiles and processes confidential materials.

Initiates confidential or sensitive correspondence for signature. Reviews materials for completeness, accuracy, format, and compliance with policies and procedures.

Organizes and maintains various administrative files. Follows up on projects, transmits information, and keeps informed of pertinent activities.

Makes appointments and maintains calendars. Schedules and arranges meetings and makes travel arrangements.

Creates presentations and related materials for management presentations.

Coordinates and assembles information from the Air District's management and executive staff, the public, and other stakeholders for Board of Director's meetings. Prepares, reviews and distributes the materials.

Tracks Board of Directors' and executive staff expenses and processes related payments.

Proofreads, uploads, and approves materials for the Air District's website.

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

The items listed below are the minimum requirements for this classification.

Associate degree in business administration or a closely related field, and three years of executive assistant 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:

May be required to possess a valid California Notary Public commission, or ability to obtain one within 6 months of hire or work assignment.

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

The minimum knowledge and skills needed to perform the essential duties of the classification.

Knowledge of:

Office administrative and clerical practices and procedures.

Advanced understanding of the organization and function of public agencies, including the role of an elected Board of Directors and appointed councils and committees.

Recordkeeping, report preparation, filing methods and records management techniques.

Procedures for public meetings, the Brown Act, and Robert's Rules of Order.

Digital platforms such as Sitecore and CivicClerk for managing agendas and content.

Skills in:

Providing high-level, varied, responsible, and often confidential administrative assistance to an executive, associated staff, and Boards.

Interpreting, applying, and explaining complex policies and procedures.

Tracking and managing multiple tasks, schedules, and calendars.

Using discretion, initiative, and independent judgment within established guidelines.

Analyzing and resolving office administrative situations and problems.

Researching, compiling, and summarizing a variety of information, statistical data, and materials.

Composing, proofreading, and editing documents and correspondence.

Communicating effectively through excellent verbal, listening, and written communication.

Establishing and maintaining effective working relationships with those contacted in the course of the work.

Organizing work, setting priorities, meeting critical deadlines, and following up assignments with a minimum of direction.

Directing and reviewing the work of others.

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.
- Occasionally lift or move up to 25 pounds.

Working conditions:

- Work is primarily performed in a typical office environment.
- Attend public and other meetings after standard working hours.
- Travel to off-site meetings required.

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: Supervising Analyst

Class Codes: 5C103

Salary Range: 142

Bargaining Unit: Confidential

Established Date: July 1, 2025

Revision Date:

CLASSIFICATION SUMMARY

Under general direction, supervises the staff and activities and performs the most complex functions and highly specialized level of analytical work in assigned functional areas, including budget, finance, procurement, organizational development, human resources, diversity, equity and inclusion, general administration, and specialized division-specific programs.

DISTINGUISHING CHARACTERISTICS

This is the supervisory level in the series. This class provides supervision and performs professional analytical work in support of the Air District's goals and objectives. Incumbents oversee staff performance and are responsible for ensuring adherence to the Air District's policies, procedures, and standards in executing a variety of programmatic and policy-related activities.

This class is distinguished from Manager in that the latter has managerial responsibility for assigned programs and staff, and for all defined functional areas.

SUPERVISION RECEIVED AND/OR EXERCISED

Supervision is provided by the manager. 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.

Some positions in this classification may be assigned to one or several program areas; an exhaustive list of program-area specific duties is not provided.

Assigns, supervises, reviews, and evaluates the work of staff.

Prepares performance evaluations, participates in the staff selection, and provides training and professional development for assigned staff.

Supervises and participates in the most complex assignments relating to the development, implementation, and processes of new or existing programs, projects, policies, and initiatives.

Conducts comprehensive research and analysis for assigned programs and serves as the subject matter expert, providing recommendation and guidance to management, stakeholders, and external partners.

Supervises the designing and implementation of performance measurement systems to evaluate program and project outcomes and ensure alignment with strategic goals.

Prepares and presents staff reports and recommendations to the Air District's Board of Directors, sub-committees, leadership, and other as assigned.

Provides technical assistance and serves as a resource to internal and external stakeholders on program requirements, policies, and procedures.

Ensures adherence with federal, state, and local regulations, funding requirements, and professional standards related to assigned functional areas

Supervises the preparation of Requests for Proposal (RFPs) and Requests for Quotations (RFQs).

Participates in the preparation of the strategic goals and objectives, and budget of the assigned programs.

Oversees cross-functional teams to plan, develop, and implement projects, initiatives, or strategic goals.

Plans, presents, and facilitates training sessions, workshops, and public meetings.

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 business administration, public administration, finance, or related field and four years of experience in professional analytical or programmatic work in the assigned program area, including at least one year of experience providing lead direction to staff.

Any equivalent combination of education and experience that provides the necessary qualifications to successfully perform the duties of the position will be considered.

Some positions may require more specialized education, training and experience.

LICENSES AND CERTIFICATIONS:

Some positions in this classification may require possession of a valid California driver's license or ability to obtain one.

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

The minimum knowledge and skills needed to perform the essential duties of the classification.

Knowledge of:

Principles and practices of employee supervision, including selection, planning, training, work evaluation and discipline.

Project and/or program management, analytical processes, and report preparation techniques.

Organizational and management practices as applied to the analysis, evaluation, development, and implementation of programs, policies, and procedures.

Principles of mathematical and statistical computations.

Procurement and contract processes.

Principles of budget preparation, expenditure tracking, cost analysis, and financial forecasting.

Research and reporting methods, techniques, and procedures.

Principles and applications of critical thinking and analysis.

English usage, grammar, spelling, vocabulary, and punctuation.

Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.

Advanced principles and practices of public administration as applied to operational unit and program administration.

Advanced principles and practices of public sector management and government.

Recent and on-going developments, current trends, and sources of information related to the operations of the assigned division.

Record keeping principles and procedures.

Skills in:

Assigning, supervising, reviewing, and evaluating the work of professional, technical, and support staff.

Selecting and motivating staff and providing for their training and professional development.

Developing and supervising effective programs.

Collecting, analyzing, and synthesizing data to draw conclusions and make actionable recommendations.

Planning, organizing, and overseeing projects and initiatives from conception to completion.

Drafting, implementing, and evaluating policies and standard operating procedures.

Preparing clear and concise technical reports, correspondence, presentations, and other written materials.

Creating detailed reports, presentations, and other documentation for diverse audiences.

Preparing budgets, analyzing expenditures, and identifying cost-saving opportunities.

Working effectively with cross-functional teams and building productive partnerships across departments.

Identifying issues, evaluating options, and implementing effective solutions.

Communicating effectively through excellent verbal, listening, and written communication.

Facilitating training sessions, meetings, and workshops with clarity and authority.

Prioritizing tasks, managing deadlines, and handling multiple projects simultaneously.

Exercising sound independent judgement and decision making within established guidelines.

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:

- Prolonged periods of sitting, with occasional walking or standing for extended durations.
- View computer screens and type for prolonged periods of time.
- Climb ladders or step stools to install fixtures or perform light maintenance tasks.
- Bend, kneel, and reach to access equipment or complete minor repairs.
- Occasionally lift or move up to 50 pounds, with assistance.

Working conditions:

- Work is primarily performed in a typical office environment, with occasional travel to district offices, field sites, and other locations.
- May attend and present at public events, workshops, and other meetings including after standard working hours.
- Occasional work may be required on evenings, weekends, and holidays to minimize disruptions during regular operations.
- May encounter work environments with varying noise levels and physical demands, such as construction sites or maintenance areas.

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: Technician

Class Codes: 7C104

Salary Range: 126

Bargaining Unit: Confidential

Established Date: July 1, 2025

Revision Date:

CLASSIFICATION SUMMARY

Under close supervision, performs administrative and technical support and customer service duties to assist in the daily operations of assigned functional areas, including budget, finance, procurement, organizational development, human resources, diversity, equity and inclusion, general administration, and specialized division-specific programs.

DISTINGUISHING CHARACTERISTICS

Technician is the entry-level administrative and technical support classification. Under close supervision, incumbents learn Air District policies, procedures, and while performing the more routine assignments within an established procedural framework for an assigned operational and/or program area. As technical knowledge and experience is gained, assignments are performed with more independence within established guidelines and procedures and under more general supervision.

This class is distinguished from Analyst I/II in that the latter performs professional-level analytical work that requires greater job knowledge and performed with greater independence.

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 all jobs in the class. They are for illustrative purposes only and do not reflect the full scope of job duties.

Some positions in this classification may be assigned to one or several program areas; an exhaustive list of program-area specific duties is not provided.

Assists with program administration and performs routine tasks to support assigned projects and initiatives.

Reviews and verifies information for completeness, accuracy, and compliance. Maintains and enters data in various databases and resolves discrepancies as needed.

Gathers, compiles, and summarizes data related to program activities. Conducts basic research and analysis to identify trends, track outcomes, and assists in reporting findings.

Prepares and maintains various files and documentation, including reports, presentations, and correspondence.

Assists in monitoring program performance by utilizing established metrics and tools to track progress and assist in performance evaluations.

Provides customer service to the public and internal staff, responds to inquiries, and explains the Air District policies and procedures.

Assists in the preparation of meeting materials and agenda items.

Assists with preparing training materials, scheduling training sessions, and maintaining training records.

Maintains and updates files, procedures, forms and records.

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

The items listed below are the minimum requirements for this classification.

Associate's degree and one year of administrative support experience.

Any equivalent combination of education and experience that provides the necessary qualifications to successfully perform the duties of the position will be considered.

Some positions may require more specialized education, training and experience.

LICENSES AND CERTIFICATIONS:

Some positions in this classification may require possession of a valid California driver's license or ability to obtain one.

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

The minimum knowledge and skills needed to perform the essential duties of the classification.

Knowledge of:

Basic administration support processes.

Document retention procedures for compliance purposes.

Relevant local, state and federal air quality rules and regulations.

Relevant computer software or application.

Skills in:

Performing accurate data entry, data management, and reporting.

Interpreting and applying technical rules and regulations.

Preparing clear and concise reports, correspondence, and other written materials.

Communicating effectively through excellent verbal, listening, and written communication.

Demonstrating attention to detail and strong organizational skills.

Demonstrating initiative and exercising sound independent judgement within established guidelines.

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:

- Prolonged periods of sitting, with occasional walking or standing for extended durations.
- View computer screens and type for prolonged periods of time.
- Occasionally lift or move up to 50 pounds, with assistance.

Working conditions:

- Work is primarily performed in a typical office environment, with occasional travel to district offices, field sites, and other locations.
- Occasional work may be required on evenings, weekends, and holidays to minimize disruptions during regular operations.

This classification specification outlines the general nature and level of work performed. It is not a complete list of all duties and responsibilities.

DRAFT

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: June 4, 2025

Re: Report of County Populations

RECOMMENDED ACTION

This is an informational item only. No action is requested.

BACKGROUND

Section 2.11 of the Air District's Administrative Code requires the Clerk of the Boards to report to the Board of Directors each year on the population of each county included, in whole or in part, within the Air District's jurisdiction according to the latest estimates prepared by the Demographic Research Unit of the California Department of Finance. For Solano and Sonoma Counties, the two counties for which only a portion of the county is within the Air District's jurisdiction, the Clerk is required to report the populations of the portions of those counties within the Air District's jurisdiction. The Clerk is required to report the populations promptly after the Demographic Research Unit publishes its estimates.

The Demographic Research Unit's population estimates are used to determine the number of representatives that Bay Area cities and counties can appoint to the Air District's Board of Directors. Pursuant to Health & Safety Code sections 40220.5, 40221 and 40221.5, appointments to the Board of Directors are made by county boards of supervisors and city selection committees based on the Demographic Research Unit population estimates in effect at the time of appointment.

DISCUSSION

The Demographic Research Unit released its most recent estimates on May 1, 2025. Based on the most recent final estimates, the counties' populations are as follows:

County	Population
Alameda	1,658,061
Contra Costa	1,158,249
Marin	254,743
Napa	135,415
San Francisco	845,355
San Mateo	747,777
Santa Clara	1,921,406
Solano*	312,537
Sonoma*	426,635

* Includes only the portion within the jurisdictional boundaries of the Air District.

These most recent final estimates would not change the number of members that can be appointed from each county, with the exception of San Mateo County. San Mateo County's population has dropped below 750,000, which is the threshold for a county to be able to appoint three members to the Board – two appointed by the board of supervisors and one appointed by the city selection committee. Under Health & Safety Code sections 40221 and 40221.5(a)(2), a county with a population of between 300,000 and 750,000 can appoint only two members – one appointed by the board of supervisors and one appointed by the city selection committee.

Members of the Board are appointed to serve full terms, regardless of population fluctuations, and the Department of Finance's population estimates apply only at the time of appointment. They do not affect a county's seats between appointments. These most recent population estimates therefore do not affect the current makeup of the Board of Directors. All members are eligible to serve the remainder of their terms. The population estimates will only become important when current members' terms end, or if they vacate their seats before the end of their terms for any reason. If San Mateo County's population remains below 750,000 at that time, only two members may be appointed from the county – one by the San Mateo County Board of Supervisors and one by the county's City Selection Committee.

The Demographic Research Unit's full information is available on the Unit's website at www.dof.ca.gov/Forecasting/Demographics/.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Marcy Hiratzka
Reviewed by: Alexander Crockett

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: June 4, 2025

Re: Funding Allocation for Commercial Electric Lawn and Garden Equipment
Exchange Program

RECOMMENDED ACTION

- 1. Approve the allocation of \$15 million in incentive funding for a Commercial Electric Lawn and Garden Equipment Exchange (eL&G) Program; and
- 2. Authorize the Executive Officer/APCO to execute contracts with participating retail vendors, as listed in Table 1, in a total combined amount not to exceed \$15 million for a period ending in June 2028.

Table 1. Requested Authorization

Vendor	Contract Number
Bee Green Recycling & Supply LLC	2025.131
Brickyard Building Materials	2025.132
Frog Power Equipment, LLC	2025.133
Gardenland Center Inc. dba Gardenland Power Equipment	2025.134
Horizon Distributors, Inc.	2025.135
Larsengines	2025.136
Pellenc America	2025.137

BACKGROUND

For over 30 years, the Air District has received funding to implement grant programs that are designed to support its mission of improving air quality and, more recently, the goals identified in its Strategic Plan, adopted on September 4, 2024. Annually, the Bay Area receives approximately \$80 million from state sources including Carl Moyer and Community Air Protection Incentives, which are awarded through the California Air Resources Board (CARB), and local sources, such as the Mobile Source Incentive Fund (MSIF), which accrues from local Department of Motor Vehicle (DMV) fees.

These funding sources each have their own requirements and may be utilized to implement voluntary incentive grant programs to expedite emissions reductions of criteria air pollutants and toxic air contaminants, primarily from mobile sources, especially in overburdened communities, and support the transition of fleets to zero-emission. For additional background information on these funding sources please see **Attachment 2**.

The Air District has periodically administered lawn and garden programs targeting both commercial and residential landscaping equipment owners. In 2014, the Air District conducted a residential program offering Bay Area residents a \$145 rebate for scrapping their older operable gasoline-powered lawn mowers in exchange for newer cordless zero-emission electric lawn mowers. From 2015–2018, the Air District awarded nearly \$1 million through a commercial lawn and garden program for public agencies in Contra Costa and Alameda counties using local settlement funds to incentivize the scrapping of older operable lawn and garden equipment and replacement with new battery-powered zero-emission electric equipment. These earlier programs demonstrate the Air District's ongoing commitment to reducing off-road emissions and have informed the development of the upcoming Commercial Electric Lawn and Garden Exchange Program.

DISCUSSION

Small off-road engines (SORE) are spark-ignition engines with a power rating of 19 kilowatts or less, commonly used in lawn and garden equipment. These engines emit relatively high levels of air pollutants, and until recently have been largely unregulated. Most SOREs are gasoline powered and are attributed as a significant source of pollutants that are precursors to smog. A report published by CARB in 2021 estimates that SOREs emit more nitrogen oxides (NO_x) and reactive organic gases (ROG) annually than light-duty passenger cars statewide. According to another CARB report, despite recent regulatory progress, emissions from SOREs are still higher than the emissions emitted from the 14.4 million passenger cars operating on California roadways.

Through the Assembly Bill (AB) 617 program, the Air District has been working closely with community members from West Oakland, Richmond/San Pablo, East Oakland, and Bayview Hunters Point to develop community emission reduction plans (CERPs) that include strategies to reduce air pollution and exposure to toxic air contaminants. Included in the approved plans are calls for programs to support the clean-up of polluting lawn and garden equipment. These community identified priorities also align with the Air District's Strategic Plan, particularly Strategy 1.4: Reimaging Incentives.

To address these goals and strategies, the Air District has developed a new Commercial Electric Lawn and Garden Equipment Exchange Pilot Program to incentivize the replacement of old equipment with zero-emission electric alternatives. Participants can apply for vouchers ranging from \$700 to \$15,000 depending on the type of equipment. Once approved, applicants turn in their old equipment to receive a point-of-sale discount from authorized vendors. The program requirements follow CARB's 2024 Carl Moyer Program (CMP) Guidelines. The eL&G Program is currently under development and pending Board authorization of the allocation of funding, program will launch first as a pilot in the AB 617 communities of West Oakland, Richmond-San Pablo, East Oakland, Bayview Hunters Point/Southeast San Francisco in mid-2025.

The pilot program will begin with a limited network of participating vendors. By mid-2025, the Air District will issue a non-competitive Request for Qualifications (RFQ) to expand the number of participating retail vendors. In Quarter (Q)3 2026, the Air District will evaluate the implementation of the program and make adjustments to the program as needed to expand participant eligibility and will also evaluate opportunities for a residential lawn and garden program by Q4 2026.

Air District staff is recommending the approval of \$15 million from a combination of CMP, MSIF, and Community Air Protection Program (CAP) Incentive funds for a multi-year program and approval of the contracts for vendors shown in Attachment 1. Seven awards are designated for vendors meeting program requirements and completing Air District training. See Attachment 3 for the vendor contracts. Additional vendors will be brought to the board for consent as new applications through the RFQ are received and approved.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The Air District distributes CMP, MSIF, and CAP Incentive funding to project sponsors on a reimbursement basis. The eL&G Program's recommended funding of \$15 million will be paid from one or more of these state and local sources. Funding for administrative costs to implement these programs, including evaluating, contracting, and monitoring projects for multiple years, is provided by each funding source.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Azara Torres and Daniel Langmaid
Reviewed by: Adam Shapiro and Karen Schkolnick

ATTACHMENT(S):

1. Attachment 2 - Background on Funding Sources
2. Attachment 3 - Vendor Contracts

Attachment 2

Background on Sources of Incentive Funding for Mobile Sources

Carl Moyer Memorial Air Quality Standards Attainment Program (CMP) and Mobile Source Incentive Fund

The Bay Area Air Quality Management District (Air District) has participated in the CMP in cooperation with the California Air Resources Board (CARB), since the program began in fiscal year 1998-1999. The CMP provides grants to public and private entities to reduce emissions of nitrogen oxides (NO_x), 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 heavy-duty diesel engine applications such as on-road trucks and buses, off-road construction, agricultural equipment, marine vessels, locomotives, stationary agricultural pump engines, and refueling or recharging infrastructure that supports the deployment of new zero-emission vehicles and equipment. Per AB 1390, at least 50% of these funds must be awarded to projects that benefit communities with the most significant exposure to air contaminants or localized air contaminants.

Assembly Bill (AB) 923 (Firebaugh), enacted in 2004 (codified as Health and Safety Code Section 44225), authorized local air districts to increase motor-vehicle-registration surcharges by up to \$2 additional per vehicle and use the revenue to fund projects eligible under the CMP guidelines. AB 923 revenue is deposited in the Air District's **Mobile Source Incentive Fund (MSIF)**.

Community Air Protection (CAP) Incentives Program

In 2017, AB 617 directed CARB, in conjunction with local air districts to establish a new community-focused action framework to improve air quality and reduce exposure to criteria air pollutants and toxic air contaminants in communities most impacted by air pollution. The AB 617 initiative calls for the development of community-identified strategies to address air quality issues in impacted communities, including community-level monitoring, uniform emission reporting across the state, stronger regulation of pollution sources, and incentives for reducing air pollution and public health impacts from mobile and stationary sources.

Beginning in fiscal year ending (FYE) 2018, the California Legislature approved funding from the State's Greenhouse Gas Reduction Fund (GGRF), which is used to reduce criteria pollutants, toxic air contaminants, and greenhouse gases for the CAP Incentives program. CAP Incentives funds may be used to fund projects eligible under the CMP and on-road truck replacements under the Proposition 1B Goods Movement Emission Reduction Program. Following additional approvals from CARB, CAP Incentive funds may also potentially be used to fund other types of projects that have been identified and prioritized by communities with an approved Community Emissions Reduction Program, pursuant to HSC Section 44391.2. At least 80% of CAP Incentives funds must be allocated to projects that benefit disadvantaged communities (Senate Bill (SB) 535), and low-income communities (AB 1550).

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

MASTER SERVICES CONTRACT

CONTRACT NO. 2025.131

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 **Bee Green Recycling & Supply, LLC** (“CONTRACTOR”) whose address is 725 Julie Ann Way, Oakland, CA 94621.
2. **RECITALS**
 - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for Services as defined herein. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the Services.
 - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
3. **DEFINITIONS**
 - A. “Purchase Order” shall mean the written or electronic document used by DISTRICT to track payments to CONTRACTOR under this Contract.
 - B. “Services” shall mean the services to be provided by CONTRACTOR hereunder as generally described in the General Description of Services, attached hereto as Attachment A and made a part hereof by this reference, and as specifically described in Task Orders issued pursuant to this Contract.
 - C. “Task Order” shall mean a written request by DISTRICT for specific services to be performed by CONTRACTOR.
4. **PERFORMANCE REQUIREMENTS**
 - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
 - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
 - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
 - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
 - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
 - F. CONTRACTOR shall ensure that any subcontractors, employees, officers and agents performing under this Contract comply with all of the terms of this Contract.

- G. CONTRACTOR and its subcontractors, employees and agents shall comply with all requirements of the California Air Resources Board (CARB), which are described at Attachment B and incorporated herein by this reference.
5. TERM – The term of this Contract is from the latter date of Contract execution to June 29, 2028 unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.
6. TERMINATION
- A. The DISTRICT may terminate this Contract at any time, at will, and without specifying any reason, by notifying CONTRACTOR in writing. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of delivery of the notice of termination, and shall be delivered in accordance with the provisions of section 13 below. Immediately upon receipt of the notice of termination, CONTRACTOR shall cease all services under this Contract, except such services as are specified in the notice of termination. CONTRACTOR shall deliver a final invoice for all remaining services performed but not billed, including any services specified in the termination notice, on or before ten (10) business days following the termination date.
- B. Either party may terminate this Contract for breach by the other party.
- i) Failure to perform any agreement or obligation contained in this Contract or failure to complete the services in a satisfactory manner shall constitute a breach of the Contract.
- ii) The non-breaching party may terminate the Contract by delivery of a written notice of breach. The notice of breach shall specify the date of termination, which shall be no earlier than ten (10) business days from delivery of the notice of breach. In the alternative, at its sole discretion, the non-breaching party may require the breaching party to cure the breach. The notice of breach shall specify the nature of the breach and the date by which such breach must be cured.
- iii) If CONTRACTOR fails to perform any obligation under this Contract, DISTRICT at its sole discretion, may perform, or cause the performance, of the obligation itself. In that event, DISTRICT shall deduct the costs to perform such obligation and any other costs to cure the breach from the payment otherwise due to CONTRACTOR for work performed under this Contract. DISTRICT's performance hereunder shall not be deemed a waiver or release of any obligation of, or default by, CONTRACTOR under this Contract.
- iv) The notice of breach shall be provided in accordance with the notice requirements set forth in section 13.
- v) The non-breaching party reserves all rights under law and equity to enforce this Contract and recover any damages, including but not limited to repayment of funds pursuant to Paragraph 2 of Attachment B.
7. INSURANCE
- A. CONTRACTOR shall maintain the following insurance:
- i) Workers' compensation and employers' liability insurance as required by California law or other applicable statutory requirements.
- ii) Occurrence-based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each occurrence. Such insurance shall include DISTRICT and its officers, agents, and employees as additional insureds and shall be primary with respect to any insurance maintained by DISTRICT.

- iii) Business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles. If CONTRACTOR is a sole proprietor, CONTRACTOR may meet this insurance requirement with personal automobile liability insurance carrying a business use endorsement or by demonstrating to the satisfaction of DISTRICT that business use is covered under the CONTRACTOR's personal automobile liability insurance. A CONTRACTOR using only rental vehicles in performing work under this Contract may meet this insurance requirement by purchasing automobile liability insurance in the required coverage amount from the rental agency.
 - B. All insurance shall be placed with insurers acceptable to DISTRICT.
 - C. Prior to commencement of work under this Contract, CONTRACTOR shall furnish properly-executed certificates of insurance for all required insurance. Upon request by DISTRICT, CONTRACTOR shall provide a complete copy of any required insurance policy. CONTRACTOR shall notify DISTRICT in writing thirty (30) days prior to cancellation or modification of any required insurance policy. Any such modifications are subject to pre-approval by DISTRICT.
 - D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or to terminate this Contract for breach.
8. INDEMNIFICATION
- A. CONTRACTOR shall indemnify and hold DISTRICT, its officers, employees, and agents, representatives, and successors-in-interest 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, except for losses arising out of the gross negligence or willful misconduct of DISTRICT.
 - B. CONTRACTOR shall indemnify and hold harmless the State of California, CARB, and its/their officers, employees, and agents, representatives, and successors-in-interest 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, except for losses arising out of the gross negligence or willful misconduct of CARB.
9. AGREEMENT TO PROVIDE SERVICES
- A. CONTRACTOR hereby agrees to provide to DISTRICT, as DISTRICT may from time to time designate, such services as DISTRICT may order by Task Order, all in accordance with and subject to the terms, covenants and conditions of this Contract. DISTRICT agrees to pay for these services ordered by DISTRICT in accordance with and subject to the terms, covenants and conditions of this Contract.
 - B. All Task Orders issued by DISTRICT to CONTRACTOR for services during the term of this Contract are subject to the provisions of this Contract as though fully set forth in such Task Order. In the event that the provisions of this Contract conflict with any Task Order issued by DISTRICT to CONTRACTOR, the provisions of this Contract shall govern. No other terms and conditions, including, but not limited to, those contained in CONTRACTOR's standard printed terms and conditions, on CONTRACTOR's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Contract, any Task Order, or any transactions occurring pursuant hereto or thereto, unless this Contract shall be specifically amended to adopt such other terms and conditions in writing by the parties.

- C. Notwithstanding any other provision of this Contract to the contrary, DISTRICT shall have no obligation to order or purchase any services hereunder and the placement of any Task Order shall be in the sole discretion of DISTRICT. Without limiting the generality of the foregoing, the actual quantity of services to be purchased hereunder shall be determined by DISTRICT in its sole discretion and shall not exceed \$15,000,000. This Contract is not exclusive. CONTRACTOR expressly acknowledges and agrees that DISTRICT may purchase at its sole discretion, services that are identical or similar to the services described in this Contract from any third party.
10. TASK ORDERS – Each Task Order will specify the following items, as relevant: specific services requested, schedule for services, location where services are to be performed (with contact person), and cost or estimated cost of services. Each Task Order issued under this Contract shall be made part of, and be incorporated into this Contract, and shall reference this Contract on the face of each Task Order. Should any Task Order not conform to or satisfy the terms of this Contract, CONTRACTOR shall have five (5) business days after receipt to reject the Task Order. By not rejecting the Task Order within five (5) business days, CONTRACTOR will have accepted the Task Order. Acceptance by CONTRACTOR is limited to the provisions of this Contract and the Task Order. No additional or different provisions proposed by CONTRACTOR or DISTRICT shall apply. In addition, the parties agree that this Contract and accepted Task Orders constitute a contract for services and satisfy all statutory and legal formalities of a contract.
11. PRICING, INVOICES, AND PAYMENT
- A. DISTRICT shall pay CONTRACTOR for all services ordered and provided in compliance with the terms and conditions of this Contract and with Task Orders issued under this Contract.
- B. CONTRACTOR shall submit original invoices to DISTRICT in form and substance and format reasonably acceptable to DISTRICT. Each invoice, including supporting documentation, must be prepared in duplicate on CONTRACTOR's letterhead; must list DISTRICT's contract number, Purchase Order Number, and the CONTRACTOR's Social Security Number or Federal Employer Identification Number; and must be submitted to: Bay Area Air Quality Management District, 375 Beale Street, Suite 600, San Francisco, CA 94105, Attn: SID Off-Road Program Manager.
- C. Except as specifically set forth in Attachment A or in Task Orders under this Contract, DISTRICT shall not be responsible for any additional costs or expenses of any nature incurred by CONTRACTOR in connection with the provision of the services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc.
- D. CONTRACTOR represents, warrants and covenants that the prices, charges and fees for services set forth in this Contract (on the whole) are at least as favorable as the prices, charges and fees CONTRACTOR charges (on the whole) to other of its customers or clients for the same or substantially similar services provided under the same or substantially similar circumstances, terms, and conditions. If CONTRACTOR agrees or contracts with other clients or customers similarly situated during the Term of this Contract, and offers or agrees to financial terms more favorable than those set forth herein (on the whole), CONTRACTOR hereby agrees that it will reduce the prices, charges and/or fees charged to DISTRICT in respect of the services hereunder to the most favorable rates received by those other clients or customers.
- E. It is mutually agreed that if the California Budget Act does not appropriate sufficient funds for the services provided for in this Contract, this Contract shall be of no further force and effect. In this event, the DISTRICT and the State will have no liability to pay any funds whatsoever to CONTRACTOR, and CONTRACTOR will not be obligated to perform any services described in this Contract.

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

DISTRICT: Bay Area Air Quality Management District
375 Beale Street, Suite 600
San Francisco, CA 94105
Attn: Director of Strategic Incentives

CONTRACTOR: Bee Green Recycling & Supply
725 Julie Ann Way,
Oakland, CA 94621
Attn: Elijah Summers

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

15. EMPLOYEES OF CONTRACTOR

- A. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation leave, vacation replacements, sick leave, severance pay, and pay for legal holidays.
- B. CONTRACTOR, its officers, employees, agents, or representatives shall act in an independent capacity and shall not be considered employees or agents of DISTRICT or CARB, 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 or CARB to its/their employees.

16. CONFIDENTIALITY – In order to carry out the purposes of this Contract, CONTRACTOR may require access to or obtain certain of DISTRICT’s or CARB’s confidential information (including trade secrets, inventions, confidential know-how, confidential business information including customer information, and other information that DISTRICT or CARB considers confidential) (collectively, “Confidential Information”). It is expressly understood and agreed that DISTRICT or CARB may designate in a conspicuous manner Confidential Information that CONTRACTOR obtains from DISTRICT or CARB, 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. If CONTRACTOR believes disclosure of Confidential Information may be required by law, first give DISTRICT and/or CARB at least ten (10) calendar days’ written notice prior to any planned disclosure of Confidential Information so that DISTRICT and/or CARB can seek an order preventing disclosure from a court of competent jurisdiction.
 - H. Identify any information CONTRACTOR provides DISTRICT and/or CARB that it asserts is confidential in accordance with California Code of Regulations, title 17, sections 91011 and 91022. CONTRACTOR acknowledges that any information provided to DISTRICT and/or CARB may be released (1) to the DISTRICT or CARB, (2) to the public upon request, except information exempt from disclosure or the disclosure of which is prohibited by law, and (3) to the federal Environmental Protection Agency. CONTRACTOR further acknowledges that DISTRICT and/or CARB may anonymize and aggregate confidential information received and make such information public.
 - I. Establish specific procedures in order to fulfill the obligations of this section.

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

18. PUBLICATION

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

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

19. AUDIT / INSPECTION OF RECORDS – 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 DISTRICT, CARB, the California Department of General Services, the California Department of Finance, the California State Auditor and other duly authorized agents of the State of California for a period of five (5) years after termination, cancellation or expiration of this Contract, or five (5) years after final payment under this Contract or conclusion of activities funded under this Contract, whichever is later. 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. CONTRACTOR will cooperate fully, without delay, in all audits, inquiries, and investigations initiated by or on behalf of the DISTRICT and/or the State of California concerning or relating to compliance with local, state, or federal air quality laws, and with this Contract, including but not limited to timely submission of any and all records requested and full cooperation with any on-site inspections.

20. NON-DISCRIMINATION – In the performance of this Contract, CONTRACTOR shall not discriminate in its recruitment, hiring, promotion, demotion, and termination practices, or harass or allow

harassment of any employee, on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, medical condition, reproductive health decision making, genetic information, gender, gender identity, gender expression, age (over 40), veteran or military status, physical or mental disability, or any other characteristic protected by law. CONTRACTOR shall not unlawfully deny family-care leave, medical-care leave, pregnancy-disability leave or other legally protected leave. CONTRACTOR 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, which are incorporated herein by reference. CONTRACTOR shall comply with California Government Code section 11135; Title VI of the U.S. Civil Rights Act of 1964; Section 504 of the federal Rehabilitation Act of 1973; the federal Age Discrimination Act of 1975; Section 13 of the Federal Water Pollution Control Act of 1972; and U.S. Environmental Protection Agency's implementing regulations at 40 C.F.R. Parts 5 and 7. CONTRACTOR shall give notice of this section to labor organizations with which they may have a collective bargaining or other agreement. CONTRACTOR shall permit access by representatives of DISTRICT, CARB, California Civil Rights Department, or U.S. EPA to all information required to ensure compliance with this clause. CONTRACTOR acknowledges that CARB will submit a complaint to the California Civil Rights Department for investigation if it has information that CONTRACTOR has violated this clause, and that CONTRACTOR may be subject to remedial action and termination of this Contract. The CARB Civil Rights Policy applies to this Contract. CONTRACTOR shall also require each subcontractor performing services in connection with this Contract to comply with this section and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.

21. 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.
22. 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. Any assignment may be subject to approval by CARB.
23. 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.
24. 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.
25. FORCE MAJEURE – Neither DISTRICT nor CONTRACTOR nor CARB 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, flood, earthquake or other physical natural disasters, 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, government declaration of emergency, national or State declared pandemics, or other causes, except financial, that are beyond the reasonable control of DISTRICT or CONTRACTOR or CARB, 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. DISTRICT may terminate this Contract immediately in writing without penalty to either party in the event CONTRACTOR invokes this clause. If the Contract is not terminated by DISTRICT, upon completion of the event of force majeure, CONTRACTOR must, as soon as reasonably practicable, recommence performance of its obligations under this Contract.

26. 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.
27. 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.
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 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.
30. 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.
31. SURVIVAL OF TERMS – The following provisions shall survive the expiration or termination of this Contract: Sections 8 (Indemnification), 15 (Employees of Contractor), 16 (Confidentiality), 17 (Intellectual Property), 18 (Publication), 19 (Audit / Inspection of Records), 20 (Non-Discrimination) (with regard to Contractor's acknowledgment that CARB will file a complaint if it has information that Contractor has violated the clause), 26 (Severability), and Attachment B, Paragraph 2 (Payment (Recapture) On Demand), Attachment B, Paragraph 3 (Third Party Beneficiary), Attachment B, Paragraph 5 (Non-Exclusive Remedies), Attachment B, Paragraph 8 (Contractor's Responsibility for

Work), Attachment B, Paragraph 9 (Incorporated Documents), and Attachment B, Paragraph 11 (Personally Identifiable Information (PII)).

32. AUTHORIZED SIGNATURE – CONTRACTOR agrees, under penalty of perjury, that is has signed or authorized the signing of this Contract by a person with full power and legal authority to sign this Contract, and that all statements, responses and information provided to the DISTRICT in pursuit of the Contract are true and correct. CONTRACTOR agrees that all statements, responses and information are subject to investigation by the DISTRICT and CARB, or their representatives, and that any false statements, responses or information may be in violation of the California False Claims Act, is in breach of this Contract, and may disqualify CONTRACTOR from receiving any existing or further funding. By signing this Contract, CONTRACTOR is bound to and will comply with all terms and conditions of this Contract, including those in any Attachments.

DRAFT

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

BEE GREEN RECYCLING & SUPPLY

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

By: _____
Elijah Summers
OPE Manager

Date: _____

Date: _____

Approved as to form:

By: _____
Alexander G. Crockett
General Counsel

DRAFT

Attachment A

Program Background

The DISTRICT has partnered with the California Air Resources Board (CARB) on the implementation of the Carl Moyer Memorial Air Quality Standards Attainment Program (Carl Moyer Program) since 1998. The Carl Moyer Program outlines the requirements for the administration and funding of projects that replace existing equipment with cleaner-than-required equipment to reduce air pollution. CARB's guidelines outline the minimum criteria and requirements for selecting, funding, and monitoring eligible projects. The most recently adopted version, the Carl Moyer Program Guidelines, 2024 Revisions, approved by CARB in October 2024, includes Chapter 9, which details the requirements for replacing conventional, high-polluting, combustion lawn and garden equipment with qualifying zero-emission equipment. Chapters 2 and 3 describe the administrative requirements for Moyer-funded projects.

The DISTRICT has developed an Electric Lawn and Garden Equipment Replacement Program (eL&G Program) that complies with Carl Moyer Program requirements and is contracting with companies that seek to participate in the Program, in accordance with the requirements of this Contract and Task Order(s).

General Description of Services

CONTRACTOR will deliver a range of services necessary for the successful implementation of the DISTRICT's eL&G Program. These services will be detailed in the Task Order(s) issued under this Contract. CONTRACTOR's duties as an authorized vendor may include coordinating with potential Program applicants and participants, facilitating the sale of pre-approved equipment and the permanent destruction of existing ("baseline") equipment, providing advance payments (as discounts) to Program participants, submitting reimbursement requests after the qualifying sale and destruction of baseline equipment have been completed for eligible amounts, managing and storing documentation in compliance with record retention requirements, submitting required reports on the Program's status, and ensuring compliance with all Program requirements.

CONTRACTOR seeks to participate as an authorized vendor for the Program and agrees to comply with all Program requirements. CONTRACTOR has had a valid business license for at least two years.

Attachment B
California Air Resources Board (CARB) Requirements

CONTRACTOR and its subcontractors, employees and agents shall comply with the following requirements of the California Air Resources Board (CARB).

1. CONFLICT OF INTEREST

- A. CONTRACTOR certifies that it is in compliance with all applicable state and federal conflict of interest laws and will remain in compliance with all such laws during the Term of this Contract.
- B. CONTRACTOR certifies that it has no interest, and will not acquire any interest, direct or indirect, which will conflict with its ability to impartially perform the tasks described in this Contract.
- C. CONTRACTOR agrees that it must disclose any direct or indirect financial interest which may pose an actual, apparent, or potential conflict of interest. CONTRACTOR agrees that the nature and extent of any actual, apparent, or potential conflict of interest may be a basis for disqualification from receiving any funds from the DISTRICT.
- D. CONTRACTOR will immediately advise the DISTRICT in writing of any potential new conflicts of interest as they arise.

2. PAYMENT (RECAPTURE) ON DEMAND

- A. CONTRACTOR will, upon notification by the DISTRICT and/or CARB or their authorized representative(s) of an overpayment, wrongful payment, or a violation of or failure to comply with any term or condition of this Contract, remit to the DISTRICT or its authorized representative the requested amount within sixty (60) days from the date of issuance of said notice.
- B. CONTRACTOR agrees that the DISTRICT or CARB, or their designee, may require CONTRACTOR to return funds it received due to termination for cause of this Contract, or for CONTRACTOR's misinformation, misrepresentation, misuse of funds, or fraud. DISTRICT and CARB also reserve the right to prohibit CONTRACTOR from participating in current or future funding programs.

3. THIRD-PARTY BENEFICIARY

- A. CONTRACTOR agrees that the State of California, acting by and through CARB, is an intended third-party beneficiary to this Contract. CONTRACTOR will name CARB and the State of California as third-party beneficiaries in all subcontracts entered into using funds from this Contract and provide copies of these agreements upon request.

4. COMPLIANCE WITH AIR QUALITY LAWS

- A. CONTRACTOR certifies that it is in compliance with all applicable federal, state, and local air quality rules and regulations ("air quality laws"), and will remain in compliance with all air quality laws throughout the Term of this Contract.
- B. CONTRACTOR agrees that compliance with air quality laws is a precondition to the receipt of funding under this Contract.
- C. CONTRACTOR agrees that the DISTRICT may, at its discretion, terminate this Contract without any obligation to pay CONTRACTOR if CONTRACTOR is in continuing violation of applicable air quality laws.
- D. CONTRACTOR agrees that, if DISTRICT has made payments to CONTRACTOR under this Contract, and CONTRACTOR is in continuing violation of applicable air quality laws, the DISTRICT may, at its discretion, require CONTRACTOR to return some or all of the funding. CONTRACTOR will promptly return funding to the DISTRICT within the time specified by the DISTRICT.

5. NON-EXCLUSIVE REMEDIES

- A. The remedies set forth in this Contract are contractual in nature. CONTRACTOR agrees that nothing in this Contract limits or precludes the State of California or the DISTRICT from taking any enforcement action, exercising any police power, or prosecuting any violation of law against CONTRACTOR, its employees, officers, agents, assigns, representatives, contractors, subcontractors, affiliates or any third parties.
- B. CONTRACTOR agrees that it will promptly notify the DISTRICT of any and all suspected or known breaches of this Contract, misinformation, misrepresentation, fraud, or misuse of funds provided under this Contract.

6. RUSSIAN SANCTIONS

- A. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 regarding Economic Sanctions against Russia and Russian entities and individuals imposed by the federal or state government in response to Russia's actions in Ukraine.
- B. CONTRACTOR represents and warrants that it is not a target of Economic Sanctions, and that it will refrain from conducting prohibited transactions with sanctioned individuals or entities through the Contract Term.

7. FUNDING PROHIBITIONS FOR SECTARIAN PURPOSES AND NON-PUBLIC SCHOOLS

- A. CONTRACTOR may only use or authorize the use of funding provided under this Contract in a manner consistent with the California Constitution, article XVI, section 5 and article IX, section 8 (prohibiting grant fund awards to non-public schools), and federal law. CONTRACTOR agrees to follow guidance from DISTRICT regarding funding prohibitions for sectarian purposes and non-public schools.
- B. CONTRACTOR agrees to provide any information requested by DISTRICT and/or CARB to ensure compliance with this provision.

8. CONTRACTOR'S RESPONSIBILITY FOR WORK

- A. DISTRICT and/or CARB are not responsible for disputes arising out of CONTRACTOR's contracts for work on a project funded by this Contract, including but not limited to payment disputes with recipients of funding.
- B. DISTRICT and/or CARB will not mediate disputes between CONTRACTOR and any other entity.

9. INCORPORATED DOCUMENTS

- A. The following documents are incorporated by reference into this Contract.
 - 1. CARB-approved DISTRICT application to administer the Carl Moyer Program.
 - 2. DISTRICT Carl Moyer Policies and Procedures.
 - 3. Carl Moyer Program 2024 Guidelines (and future updates, advisories and mail-outs)
 - 4. Funding Agricultural Replacement Measures for Emission Reductions (FARMER) 2024 Guidelines (and future updates, advisories and mail-outs), as applicable.

10. OFFICE OF FOREIGN ASSET CONTROL

- A. Transactions are prohibited if they involve the property or interests in property of an entity or individual listed on the Office of Foreign Asset Control (OFAC) targeted lists. The property and interests in property of an entity that is 50 percent or more owned by one or more persons whose

property and interests in property are blocked pursuant to any part of 31 C.F.R. chapter V are also blocked.

- B. CONTRACTOR agrees that is not in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists.

11. PERSONALLY IDENTIFIABLE INFORMATION (PII)

- A. Information or data that personally identifies an individual is confidential in accordance with relevant State or federal law.
- B. CONTRACTOR agrees to comply with all applicable PII law and safeguard all PII which comes into their possession under this Contract. CONTRACTOR will not release PII, except as required by law, court order, or legal process.

12. PREVAILING WAGES

- A. CONTRACTOR agrees to be bound by and comply with all applicable provisions of the California Labor Code Section 1720-1861 regarding prevailing wages and labor compliance.

13. PROFESSIONALS

- A. CONTRACTOR agrees that only licensed professionals will be used to perform services under this Contract where such services are required to be performed by licensed professionals under State law.

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BAY AREA AIR QUALITY MANAGEMENT DISTRICT

MASTER SERVICES CONTRACT

CONTRACT NO. 2025.132

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 Brickyard Building Materials (“CONTRACTOR”) whose address is 2449 Bates Ave, Concord, CA 94520.
2. RECITALS
 - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for Services as defined herein. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the Services.
 - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
3. DEFINITIONS
 - A. “Purchase Order” shall mean the written or electronic document used by DISTRICT to track payments to CONTRACTOR under this Contract.
 - B. “Services” shall mean the services to be provided by CONTRACTOR hereunder as generally described in the General Description of Services, attached hereto as Attachment A and made a part hereof by this reference, and as specifically described in Task Orders issued pursuant to this Contract.
 - C. “Task Order” shall mean a written request by DISTRICT for specific services to be performed by CONTRACTOR.
4. PERFORMANCE REQUIREMENTS
 - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
 - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
 - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
 - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
 - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
 - F. CONTRACTOR shall ensure that any subcontractors, employees, officers and agents performing under this Contract comply with all of the terms of this Contract.

- G. CONTRACTOR and its subcontractors, employees and agents shall comply with all requirements of the California Air Resources Board (CARB), which are described at Attachment B and incorporated herein by this reference.
5. TERM – The term of this Contract is from the latter date of Contract execution to June 29, 2028 unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.
6. TERMINATION
- A. The DISTRICT may terminate this Contract at any time, at will, and without specifying any reason, by notifying CONTRACTOR in writing. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of delivery of the notice of termination, and shall be delivered in accordance with the provisions of section 13 below. Immediately upon receipt of the notice of termination, CONTRACTOR shall cease all services under this Contract, except such services as are specified in the notice of termination. CONTRACTOR shall deliver a final invoice for all remaining services performed but not billed, including any services specified in the termination notice, on or before ten (10) business days following the termination date.
- B. Either party may terminate this Contract for breach by the other party.
- i) Failure to perform any agreement or obligation contained in this Contract or failure to complete the services in a satisfactory manner shall constitute a breach of the Contract.
- ii) The non-breaching party may terminate the Contract by delivery of a written notice of breach. The notice of breach shall specify the date of termination, which shall be no earlier than ten (10) business days from delivery of the notice of breach. In the alternative, at its sole discretion, the non-breaching party may require the breaching party to cure the breach. The notice of breach shall specify the nature of the breach and the date by which such breach must be cured.
- iii) If CONTRACTOR fails to perform any obligation under this Contract, DISTRICT at its sole discretion, may perform, or cause the performance, of the obligation itself. In that event, DISTRICT shall deduct the costs to perform such obligation and any other costs to cure the breach from the payment otherwise due to CONTRACTOR for work performed under this Contract. DISTRICT's performance hereunder shall not be deemed a waiver or release of any obligation of, or default by, CONTRACTOR under this Contract.
- iv) The notice of breach shall be provided in accordance with the notice requirements set forth in section 13.
- v) The non-breaching party reserves all rights under law and equity to enforce this Contract and recover any damages, including but not limited to repayment of funds pursuant to Paragraph 2 of Attachment B.
7. INSURANCE
- A. CONTRACTOR shall maintain the following insurance:
- i) Workers' compensation and employers' liability insurance as required by California law or other applicable statutory requirements.
- ii) Occurrence-based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each occurrence. Such insurance shall include DISTRICT and its officers, agents, and employees as additional insureds and shall be primary with respect to any insurance maintained by DISTRICT.

- iii) Business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles. If CONTRACTOR is a sole proprietor, CONTRACTOR may meet this insurance requirement with personal automobile liability insurance carrying a business use endorsement or by demonstrating to the satisfaction of DISTRICT that business use is covered under the CONTRACTOR's personal automobile liability insurance. A CONTRACTOR using only rental vehicles in performing work under this Contract may meet this insurance requirement by purchasing automobile liability insurance in the required coverage amount from the rental agency.
 - B. All insurance shall be placed with insurers acceptable to DISTRICT.
 - C. Prior to commencement of work under this Contract, CONTRACTOR shall furnish properly-executed certificates of insurance for all required insurance. Upon request by DISTRICT, CONTRACTOR shall provide a complete copy of any required insurance policy. CONTRACTOR shall notify DISTRICT in writing thirty (30) days prior to cancellation or modification of any required insurance policy. Any such modifications are subject to pre-approval by DISTRICT.
 - D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or to terminate this Contract for breach.
8. INDEMNIFICATION
- A. CONTRACTOR shall indemnify and hold DISTRICT, its officers, employees, and agents, representatives, and successors-in-interest 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, except for losses arising out of the gross negligence or willful misconduct of DISTRICT.
 - B. CONTRACTOR shall indemnify and hold harmless the State of California, CARB, and its/their officers, employees, and agents, representatives, and successors-in-interest 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, except for losses arising out of the gross negligence or willful misconduct of CARB.
9. AGREEMENT TO PROVIDE SERVICES
- A. CONTRACTOR hereby agrees to provide to DISTRICT, as DISTRICT may from time to time designate, such services as DISTRICT may order by Task Order, all in accordance with and subject to the terms, covenants and conditions of this Contract. DISTRICT agrees to pay for these services ordered by DISTRICT in accordance with and subject to the terms, covenants and conditions of this Contract.
 - B. All Task Orders issued by DISTRICT to CONTRACTOR for services during the term of this Contract are subject to the provisions of this Contract as though fully set forth in such Task Order. In the event that the provisions of this Contract conflict with any Task Order issued by DISTRICT to CONTRACTOR, the provisions of this Contract shall govern. No other terms and conditions, including, but not limited to, those contained in CONTRACTOR's standard printed terms and conditions, on CONTRACTOR's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Contract, any Task Order, or any transactions occurring pursuant hereto or thereto, unless this Contract shall be specifically amended to adopt such other terms and conditions in writing by the parties.

- C. Notwithstanding any other provision of this Contract to the contrary, DISTRICT shall have no obligation to order or purchase any services hereunder and the placement of any Task Order shall be in the sole discretion of DISTRICT. Without limiting the generality of the foregoing, the actual quantity of services to be purchased hereunder shall be determined by DISTRICT in its sole discretion and shall not exceed \$15,000,000. This Contract is not exclusive. CONTRACTOR expressly acknowledges and agrees that DISTRICT may purchase at its sole discretion, services that are identical or similar to the services described in this Contract from any third party.
10. TASK ORDERS – Each Task Order will specify the following items, as relevant: specific services requested, schedule for services, location where services are to be performed (with contact person), and cost or estimated cost of services. Each Task Order issued under this Contract shall be made part of, and be incorporated into this Contract, and shall reference this Contract on the face of each Task Order. Should any Task Order not conform to or satisfy the terms of this Contract, CONTRACTOR shall have five (5) business days after receipt to reject the Task Order. By not rejecting the Task Order within five (5) business days, CONTRACTOR will have accepted the Task Order. Acceptance by CONTRACTOR is limited to the provisions of this Contract and the Task Order. No additional or different provisions proposed by CONTRACTOR or DISTRICT shall apply. In addition, the parties agree that this Contract and accepted Task Orders constitute a contract for services and satisfy all statutory and legal formalities of a contract.
11. PRICING, INVOICES, AND PAYMENT
- A. DISTRICT shall pay CONTRACTOR for all services ordered and provided in compliance with the terms and conditions of this Contract and with Task Orders issued under this Contract.
- B. CONTRACTOR shall submit original invoices to DISTRICT in form and substance and format reasonably acceptable to DISTRICT. Each invoice, including supporting documentation, must be prepared in duplicate on CONTRACTOR's letterhead; must list DISTRICT's contract number, Purchase Order Number, and the CONTRACTOR's Social Security Number or Federal Employer Identification Number; and must be submitted to: Bay Area Air Quality Management District, 375 Beale Street, Suite 600, San Francisco, CA 94105, Attn: SID Off-Road Program Manager.
- C. Except as specifically set forth in Attachment A or in Task Orders under this Contract, DISTRICT shall not be responsible for any additional costs or expenses of any nature incurred by CONTRACTOR in connection with the provision of the services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc.
- D. CONTRACTOR represents, warrants and covenants that the prices, charges and fees for services set forth in this Contract (on the whole) are at least as favorable as the prices, charges and fees CONTRACTOR charges (on the whole) to other of its customers or clients for the same or substantially similar services provided under the same or substantially similar circumstances, terms, and conditions. If CONTRACTOR agrees or contracts with other clients or customers similarly situated during the Term of this Contract, and offers or agrees to financial terms more favorable than those set forth herein (on the whole), CONTRACTOR hereby agrees that it will reduce the prices, charges and/or fees charged to DISTRICT in respect of the services hereunder to the most favorable rates received by those other clients or customers.
- E. It is mutually agreed that if the California Budget Act does not appropriate sufficient funds for the services provided for in this Contract, this Contract shall be of no further force and effect. In this event, the DISTRICT and the State will have no liability to pay any funds whatsoever to CONTRACTOR, and CONTRACTOR will not be obligated to perform any services described in this Contract.

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

DISTRICT: Bay Area Air Quality Management District
375 Beale Street, Suite 600
San Francisco, CA 94105
Attn: Director of Strategic Incentives

CONTRACTOR: Brickyard Building Materials
2449 Bates Ave,
Concord, CA 94520
Attn: Emily Chamberlain

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

15. EMPLOYEES OF CONTRACTOR

- A. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation leave, vacation replacements, sick leave, severance pay, and pay for legal holidays.
- B. CONTRACTOR, its officers, employees, agents, or representatives shall act in an independent capacity and shall not be considered employees or agents of DISTRICT or CARB, 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 or CARB to its/their employees.

16. **CONFIDENTIALITY** – In order to carry out the purposes of this Contract, CONTRACTOR may require access to or obtain certain of DISTRICT’s or CARB’s confidential information (including trade secrets, inventions, confidential know-how, confidential business information including customer information, and other information that DISTRICT or CARB considers confidential) (collectively, “Confidential Information”). It is expressly understood and agreed that DISTRICT or CARB may designate in a conspicuous manner Confidential Information that CONTRACTOR obtains from DISTRICT or CARB, 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. If CONTRACTOR believes disclosure of Confidential Information may be required by law, first give DISTRICT and/or CARB at least ten (10) calendar days’ written notice prior to any planned disclosure of Confidential Information so that DISTRICT and/or CARB can seek an order preventing disclosure from a court of competent jurisdiction.
 - H. Identify any information CONTRACTOR provides DISTRICT and/or CARB that it asserts is confidential in accordance with California Code of Regulations, title 17, sections 91011 and 91022. CONTRACTOR acknowledges that any information provided to DISTRICT and/or CARB may be released (1) to the DISTRICT or CARB, (2) to the public upon request, except information exempt from disclosure or the disclosure of which is prohibited by law, and (3) to the federal Environmental Protection Agency. CONTRACTOR further acknowledges that DISTRICT and/or CARB may anonymize and aggregate confidential information received and make such information public.
 - I. Establish specific procedures in order to fulfill the obligations of this section.

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

18. PUBLICATION

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

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

19. AUDIT / INSPECTION OF RECORDS – 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 DISTRICT, CARB, the California Department of General Services, the California Department of Finance, the California State Auditor and other duly authorized agents of the State of California for a period of five (5) years after termination, cancellation or expiration of this Contract, or five (5) years after final payment under this Contract or conclusion of activities funded under this Contract, whichever is later. 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. CONTRACTOR will cooperate fully, without delay, in all audits, inquiries, and investigations initiated by or on behalf of the DISTRICT and/or the State of California concerning or relating to compliance with local, state, or federal air quality laws, and with this Contract, including but not limited to timely submission of any and all records requested and full cooperation with any on-site inspections.

20. NON-DISCRIMINATION – In the performance of this Contract, CONTRACTOR shall not discriminate in its recruitment, hiring, promotion, demotion, and termination practices, or harass or allow harassment of any employee, on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, medical condition, reproductive health decision making, genetic information, gender, gender identity, gender expression, age (over 40), veteran or military status, physical or mental disability, or any other characteristic protected by law. CONTRACTOR shall not unlawfully deny family-care leave, medical-care leave, pregnancy-disability leave or other legally protected leave. CONTRACTOR 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, which are incorporated herein by reference. CONTRACTOR shall comply with California Government Code section 11135; Title VI of the U.S. Civil Rights Act of 1964; Section 504 of the federal Rehabilitation Act of 1973; the federal Age Discrimination Act of 1975; Section 13 of the Federal Water Pollution Control Act of 1972; and U.S. Environmental Protection Agency’s implementing regulations at 40 C.F.R. Parts 5 and 7. CONTRACTOR shall give notice of this section to labor organizations with which they may have a collective bargaining or other agreement. CONTRACTOR shall permit access by representatives of DISTRICT, CARB, California Civil Rights Department, or U.S. EPA to all information required to ensure compliance with this clause. CONTRACTOR acknowledges that CARB will submit a complaint to the California Civil Rights Department for investigation if it has information that CONTRACTOR has violated this clause, and that CONTRACTOR may be subject to remedial action and termination of this Contract. The CARB Civil Rights Policy applies to this Contract. CONTRACTOR shall also require each subcontractor performing services in connection with this Contract to comply with this section and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.
21. 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.
22. 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. Any assignment may be subject to approval by CARB.
23. 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.
24. 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.

25. FORCE MAJEURE – Neither DISTRICT nor CONTRACTOR nor CARB 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, flood, earthquake or other physical natural disasters, 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, government declaration of emergency, national or State declared pandemics, or other causes, except financial, that are beyond the reasonable control of DISTRICT or CONTRACTOR or CARB, 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. DISTRICT may terminate this Contract immediately in writing without penalty to either party in the event CONTRACTOR invokes this clause. If the Contract is not terminated by DISTRICT, upon completion of the event of force majeure, CONTRACTOR must, as soon as reasonably practicable, recommence performance of its obligations under this Contract.
26. 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.
27. 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.
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 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.
30. 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.
31. SURVIVAL OF TERMS – The following provisions shall survive the expiration or termination of this Contract: Sections 8 (Indemnification), 15 (Employees of Contractor), 16 (Confidentiality), 17 (Intellectual Property), 18 (Publication), 19 (Audit / Inspection of Records), 20 (Non-Discrimination) (with regard to Contractor's acknowledgment that CARB will file a complaint if it has information that

Contractor has violated the clause), 26 (Severability), and Attachment B, Paragraph 2 (Payment (Recapture) On Demand), Attachment B, Paragraph 3 (Third Party Beneficiary), Attachment B, Paragraph 5 (Non-Exclusive Remedies), Attachment B, Paragraph 8 (Contractor's Responsibility for Work), Attachment B, Paragraph 9 (Incorporated Documents), and Attachment B, Paragraph 11 (Personally Identifiable Information (PII)).

32. AUTHORIZED SIGNATURE – CONTRACTOR agrees, under penalty of perjury, that it has signed or authorized the signing of this Contract by a person with full power and legal authority to sign this Contract, and that all statements, responses and information provided to the DISTRICT in pursuit of the Contract are true and correct. CONTRACTOR agrees that all statements, responses and information are subject to investigation by the DISTRICT and CARB, or their representatives, and that any false statements, responses or information may be in violation of the California False Claims Act, is in breach of this Contract, and may disqualify CONTRACTOR from receiving any existing or further funding. By signing this Contract, CONTRACTOR is bound to and will comply with all terms and conditions of this Contract, including those in any Attachments.

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

BRICKYARD BUILDING MATERIALS

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

By: _____
Emily Chamberlain
Outdoor Power Equipment Regional
Manager

Date: _____

Date: _____

Approved as to form:

By: _____
Alexander G. Crockett
General Counsel

Attachment A

Program Background

The DISTRICT has partnered with the California Air Resources Board (CARB) on the implementation of the Carl Moyer Memorial Air Quality Standards Attainment Program (Carl Moyer Program) since 1998. The Carl Moyer Program outlines the requirements for the administration and funding of projects that replace existing equipment with cleaner-than-required equipment to reduce air pollution. CARB's guidelines outline the minimum criteria and requirements for selecting, funding, and monitoring eligible projects. The most recently adopted version, the Carl Moyer Program Guidelines, 2024 Revisions, approved by CARB in October 2024, includes Chapter 9, which details the requirements for replacing conventional, high-polluting, combustion lawn and garden equipment with qualifying zero-emission equipment. Chapters 2 and 3 describe the administrative requirements for Moyer-funded projects.

The DISTRICT has developed an Electric Lawn and Garden Equipment Replacement Program (eL&G Program) that complies with Carl Moyer Program requirements and is contracting with companies that seek to participate in the Program, in accordance with the requirements of this Contract and Task Order(s).

General Description of Services

CONTRACTOR will deliver a range of services necessary for the successful implementation of the DISTRICT's eL&G Program. These services will be detailed in the Task Order(s) issued under this Contract. CONTRACTOR's duties as an authorized vendor may include coordinating with potential Program applicants and participants, facilitating the sale of pre-approved equipment and the permanent destruction of existing ("baseline") equipment, providing advance payments (as discounts) to Program participants, submitting reimbursement requests after the qualifying sale and destruction of baseline equipment have been completed for eligible amounts, managing and storing documentation in compliance with record retention requirements, submitting required reports on the Program's status, and ensuring compliance with all Program requirements.

CONTRACTOR seeks to participate as an authorized vendor for the Program and agrees to comply with all Program requirements. CONTRACTOR has had a valid business license for at least two years.

Attachment B
California Air Resources Board (CARB) Requirements

CONTRACTOR and its subcontractors, employees and agents shall comply with the following requirements of the California Air Resources Board (CARB).

1. CONFLICT OF INTEREST

- A. CONTRACTOR certifies that it is in compliance with all applicable state and federal conflict of interest laws and will remain in compliance with all such laws during the Term of this Contract.
- B. CONTRACTOR certifies that it has no interest, and will not acquire any interest, direct or indirect, which will conflict with its ability to impartially perform the tasks described in this Contract.
- C. CONTRACTOR agrees that it must disclose any direct or indirect financial interest which may pose an actual, apparent, or potential conflict of interest. CONTRACTOR agrees that the nature and extent of any actual, apparent, or potential conflict of interest may be a basis for disqualification from receiving any funds from the DISTRICT.
- D. CONTRACTOR will immediately advise the DISTRICT in writing of any potential new conflicts of interest as they arise.

2. PAYMENT (RECAPTURE) ON DEMAND

- A. CONTRACTOR will, upon notification by the DISTRICT and/or CARB or their authorized representative(s) of an overpayment, wrongful payment, or a violation of or failure to comply with any term or condition of this Contract, remit to the DISTRICT or its authorized representative the requested amount within sixty (60) days from the date of issuance of said notice.
- B. CONTRACTOR agrees that the DISTRICT or CARB, or their designee, may require CONTRACTOR to return funds it received due to termination for cause of this Contract, or for CONTRACTOR's misinformation, misrepresentation, misuse of funds, or fraud. DISTRICT and CARB also reserve the right to prohibit CONTRACTOR from participating in current or future funding programs.

3. THIRD-PARTY BENEFICIARY

- A. CONTRACTOR agrees that the State of California, acting by and through CARB, is an intended third-party beneficiary to this Contract. CONTRACTOR will name CARB and the State of California as third-party beneficiaries in all subcontracts entered into using funds from this Contract and provide copies of these agreements upon request.

4. COMPLIANCE WITH AIR QUALITY LAWS

- A. CONTRACTOR certifies that it is in compliance with all applicable federal, state, and local air quality rules and regulations ("air quality laws"), and will remain in compliance with all air quality laws throughout the Term of this Contract.
- B. CONTRACTOR agrees that compliance with air quality laws is a precondition to the receipt of funding under this Contract.
- C. CONTRACTOR agrees that the DISTRICT may, at its discretion, terminate this Contract without any obligation to pay CONTRACTOR if CONTRACTOR is in continuing violation of applicable air quality laws.
- D. CONTRACTOR agrees that, if DISTRICT has made payments to CONTRACTOR under this Contract, and CONTRACTOR is in continuing violation of applicable air quality laws, the DISTRICT may, at its discretion, require CONTRACTOR to return some or all of the funding. CONTRACTOR will promptly return funding to the DISTRICT within the time specified by the DISTRICT.

5. NON-EXCLUSIVE REMEDIES

- A. The remedies set forth in this Contract are contractual in nature. CONTRACTOR agrees that nothing in this Contract limits or precludes the State of California or the DISTRICT from taking any enforcement action, exercising any police power, or prosecuting any violation of law against CONTRACTOR, its employees, officers, agents, assigns, representatives, contractors, subcontractors, affiliates or any third parties.
- B. CONTRACTOR agrees that it will promptly notify the DISTRICT of any and all suspected or known breaches of this Contract, misinformation, misrepresentation, fraud, or misuse of funds provided under this Contract.

6. RUSSIAN SANCTIONS

- A. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 regarding Economic Sanctions against Russia and Russian entities and individuals imposed by the federal or state government in response to Russia's actions in Ukraine.
- B. CONTRACTOR represents and warrants that it is not a target of Economic Sanctions, and that it will refrain from conducting prohibited transactions with sanctioned individuals or entities through the Contract Term.

7. FUNDING PROHIBITIONS FOR SECTARIAN PURPOSES AND NON-PUBLIC SCHOOLS

- A. CONTRACTOR may only use or authorize the use of funding provided under this Contract in a manner consistent with the California Constitution, article XVI, section 5 and article IX, section 8 (prohibiting grant fund awards to non-public schools), and federal law. CONTRACTOR agrees to follow guidance from DISTRICT regarding funding prohibitions for sectarian purposes and non-public schools.
- B. CONTRACTOR agrees to provide any information requested by DISTRICT and/or CARB to ensure compliance with this provision.

8. CONTRACTOR'S RESPONSIBILITY FOR WORK

- A. DISTRICT and/or CARB are not responsible for disputes arising out of CONTRACTOR's contracts for work on a project funded by this Contract, including but not limited to payment disputes with recipients of funding.
- B. DISTRICT and/or CARB will not mediate disputes between CONTRACTOR and any other entity.

9. INCORPORATED DOCUMENTS

- A. The following documents are incorporated by reference into this Contract.
 - 1. CARB-approved DISTRICT application to administer the Carl Moyer Program.
 - 2. DISTRICT Carl Moyer Policies and Procedures.
 - 3. Carl Moyer Program 2024 Guidelines (and future updates, advisories and mail-outs)
 - 4. Funding Agricultural Replacement Measures for Emission Reductions (FARMER) 2024 Guidelines (and future updates, advisories and mail-outs), as applicable.

10. OFFICE OF FOREIGN ASSET CONTROL

- A. Transactions are prohibited if they involve the property or interests in property of an entity or individual listed on the Office of Foreign Asset Control (OFAC) targeted lists. The property and interests in property of an entity that is 50 percent or more owned by one or more persons whose

property and interests in property are blocked pursuant to any part of 31 C.F.R. chapter V are also blocked.

- B. CONTRACTOR agrees that is not in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists.

11. PERSONALLY IDENTIFIABLE INFORMATION (PII)

- A. Information or data that personally identifies an individual is confidential in accordance with relevant State or federal law.
- B. CONTRACTOR agrees to comply with all applicable PII law and safeguard all PII which comes into their possession under this Contract. CONTRACTOR will not release PII, except as required by law, court order, or legal process.

12. PREVAILING WAGES

- A. CONTRACTOR agrees to be bound by and comply with all applicable provisions of the California Labor Code Section 1720-1861 regarding prevailing wages and labor compliance.

13. PROFESSIONALS

- A. CONTRACTOR agrees that only licensed professionals will be used to perform services under this Contract where such services are required to be performed by licensed professionals under State law.

DRAFT

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

MASTER SERVICES CONTRACT

CONTRACT NO. 2025.133

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 Frog Power Equipment LLC (“CONTRACTOR”) whose address is 975 North Dutton Ave, Santa Rosa, CA 95401.
2. RECITALS
 - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for Services as defined herein. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the Services.
 - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
3. DEFINITIONS
 - A. “Purchase Order” shall mean the written or electronic document used by DISTRICT to track payments to CONTRACTOR under this Contract.
 - B. “Services” shall mean the services to be provided by CONTRACTOR hereunder as generally described in the General Description of Services, attached hereto as Attachment A and made a part hereof by this reference, and as specifically described in Task Orders issued pursuant to this Contract.
 - C. “Task Order” shall mean a written request by DISTRICT for specific services to be performed by CONTRACTOR.
4. PERFORMANCE REQUIREMENTS
 - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
 - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
 - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
 - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
 - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
 - F. CONTRACTOR shall ensure that any subcontractors, employees, officers and agents performing under this Contract comply with all of the terms of this Contract.

- G. CONTRACTOR and its subcontractors, employees and agents shall comply with all requirements of the California Air Resources Board (CARB), which are described at Attachment B and incorporated herein by this reference.
5. TERM – The term of this Contract is from latter date of Contract execution to June 29, 2028 unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.
6. TERMINATION
- A. The DISTRICT may terminate this Contract at any time, at will, and without specifying any reason, by notifying CONTRACTOR in writing. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of delivery of the notice of termination, and shall be delivered in accordance with the provisions of section 13 below. Immediately upon receipt of the notice of termination, CONTRACTOR shall cease all services under this Contract, except such services as are specified in the notice of termination. CONTRACTOR shall deliver a final invoice for all remaining services performed but not billed, including any services specified in the termination notice, on or before ten (10) business days following the termination date.
- B. Either party may terminate this Contract for breach by the other party.
- i) Failure to perform any agreement or obligation contained in this Contract or failure to complete the services in a satisfactory manner shall constitute a breach of the Contract.
- ii) The non-breaching party may terminate the Contract by delivery of a written notice of breach. The notice of breach shall specify the date of termination, which shall be no earlier than ten (10) business days from delivery of the notice of breach. In the alternative, at its sole discretion, the non-breaching party may require the breaching party to cure the breach. The notice of breach shall specify the nature of the breach and the date by which such breach must be cured.
- iii) If CONTRACTOR fails to perform any obligation under this Contract, DISTRICT at its sole discretion, may perform, or cause the performance, of the obligation itself. In that event, DISTRICT shall deduct the costs to perform such obligation and any other costs to cure the breach from the payment otherwise due to CONTRACTOR for work performed under this Contract. DISTRICT's performance hereunder shall not be deemed a waiver or release of any obligation of, or default by, CONTRACTOR under this Contract.
- iv) The notice of breach shall be provided in accordance with the notice requirements set forth in section 13.
- v) The non-breaching party reserves all rights under law and equity to enforce this Contract and recover any damages, including but not limited to repayment of funds pursuant to Paragraph 2 of Attachment B.
7. INSURANCE
- A. CONTRACTOR shall maintain the following insurance:
- i) Workers' compensation and employers' liability insurance as required by California law or other applicable statutory requirements.
- ii) Occurrence-based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each occurrence. Such insurance shall include DISTRICT and its officers, agents, and employees as additional insureds and shall be primary with respect to any insurance maintained by DISTRICT.

- iii) Business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles. If CONTRACTOR is a sole proprietor, CONTRACTOR may meet this insurance requirement with personal automobile liability insurance carrying a business use endorsement or by demonstrating to the satisfaction of DISTRICT that business use is covered under the CONTRACTOR's personal automobile liability insurance. A CONTRACTOR using only rental vehicles in performing work under this Contract may meet this insurance requirement by purchasing automobile liability insurance in the required coverage amount from the rental agency.
 - B. All insurance shall be placed with insurers acceptable to DISTRICT.
 - C. Prior to commencement of work under this Contract, CONTRACTOR shall furnish properly-executed certificates of insurance for all required insurance. Upon request by DISTRICT, CONTRACTOR shall provide a complete copy of any required insurance policy. CONTRACTOR shall notify DISTRICT in writing thirty (30) days prior to cancellation or modification of any required insurance policy. Any such modifications are subject to pre-approval by DISTRICT.
 - D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or to terminate this Contract for breach.
8. INDEMNIFICATION
- A. CONTRACTOR shall indemnify and hold DISTRICT, its officers, employees, and agents, representatives, and successors-in-interest 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, except for losses arising out of the gross negligence or willful misconduct of DISTRICT.
 - B. CONTRACTOR shall indemnify and hold harmless the State of California, CARB, and its/their officers, employees, and agents, representatives, and successors-in-interest 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, except for losses arising out of the gross negligence or willful misconduct of CARB.
9. AGREEMENT TO PROVIDE SERVICES
- A. CONTRACTOR hereby agrees to provide to DISTRICT, as DISTRICT may from time to time designate, such services as DISTRICT may order by Task Order, all in accordance with and subject to the terms, covenants and conditions of this Contract. DISTRICT agrees to pay for these services ordered by DISTRICT in accordance with and subject to the terms, covenants and conditions of this Contract.
 - B. All Task Orders issued by DISTRICT to CONTRACTOR for services during the term of this Contract are subject to the provisions of this Contract as though fully set forth in such Task Order. In the event that the provisions of this Contract conflict with any Task Order issued by DISTRICT to CONTRACTOR, the provisions of this Contract shall govern. No other terms and conditions, including, but not limited to, those contained in CONTRACTOR's standard printed terms and conditions, on CONTRACTOR's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Contract, any Task Order, or any transactions occurring pursuant hereto or thereto, unless this Contract shall be specifically amended to adopt such other terms and conditions in writing by the parties.

- C. Notwithstanding any other provision of this Contract to the contrary, DISTRICT shall have no obligation to order or purchase any services hereunder and the placement of any Task Order shall be in the sole discretion of DISTRICT. Without limiting the generality of the foregoing, the actual quantity of services to be purchased hereunder shall be determined by DISTRICT in its sole discretion and shall not exceed \$15,000,000. This Contract is not exclusive. CONTRACTOR expressly acknowledges and agrees that DISTRICT may purchase at its sole discretion, services that are identical or similar to the services described in this Contract from any third party.
10. TASK ORDERS – Each Task Order will specify the following items, as relevant: specific services requested, schedule for services, location where services are to be performed (with contact person), and cost or estimated cost of services. Each Task Order issued under this Contract shall be made part of, and be incorporated into this Contract, and shall reference this Contract on the face of each Task Order. Should any Task Order not conform to or satisfy the terms of this Contract, CONTRACTOR shall have five (5) business days after receipt to reject the Task Order. By not rejecting the Task Order within five (5) business days, CONTRACTOR will have accepted the Task Order. Acceptance by CONTRACTOR is limited to the provisions of this Contract and the Task Order. No additional or different provisions proposed by CONTRACTOR or DISTRICT shall apply. In addition, the parties agree that this Contract and accepted Task Orders constitute a contract for services and satisfy all statutory and legal formalities of a contract.
11. PRICING, INVOICES, AND PAYMENT
- A. DISTRICT shall pay CONTRACTOR for all services ordered and provided in compliance with the terms and conditions of this Contract and with Task Orders issued under this Contract.
- B. CONTRACTOR shall submit original invoices to DISTRICT in form and substance and format reasonably acceptable to DISTRICT. Each invoice, including supporting documentation, must be prepared in duplicate on CONTRACTOR's letterhead; must list DISTRICT's contract number, Purchase Order Number, and the CONTRACTOR's Social Security Number or Federal Employer Identification Number; and must be submitted to: Bay Area Air Quality Management District, 375 Beale Street, Suite 600, San Francisco, CA 94105, Attn: SID Off-Road Program Manager.
- C. Except as specifically set forth in Attachment A or in Task Orders under this Contract, DISTRICT shall not be responsible for any additional costs or expenses of any nature incurred by CONTRACTOR in connection with the provision of the services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc.
- D. CONTRACTOR represents, warrants and covenants that the prices, charges and fees for services set forth in this Contract (on the whole) are at least as favorable as the prices, charges and fees CONTRACTOR charges (on the whole) to other of its customers or clients for the same or substantially similar services provided under the same or substantially similar circumstances, terms, and conditions. If CONTRACTOR agrees or contracts with other clients or customers similarly situated during the Term of this Contract, and offers or agrees to financial terms more favorable than those set forth herein (on the whole), CONTRACTOR hereby agrees that it will reduce the prices, charges and/or fees charged to DISTRICT in respect of the services hereunder to the most favorable rates received by those other clients or customers.
- E. It is mutually agreed that if the California Budget Act does not appropriate sufficient funds for the services provided for in this Contract, this Contract shall be of no further force and effect. In this event, the DISTRICT and the State will have no liability to pay any funds whatsoever to CONTRACTOR, and CONTRACTOR will not be obligated to perform any services described in this Contract.

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

DISTRICT: Bay Area Air Quality Management District
375 Beale Street, Suite 600
San Francisco, CA 94105
Attn: Director of Strategic Incentives

CONTRACTOR: Frog Power Equipment LLC
975 North Dutton Ave,
Santa Rosa, CA 95401
Attn: Erick Podchernikoff

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

15. EMPLOYEES OF CONTRACTOR

- A. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation leave, vacation replacements, sick leave, severance pay, and pay for legal holidays.
- B. CONTRACTOR, its officers, employees, agents, or representatives shall act in an independent capacity and shall not be considered employees or agents of DISTRICT or CARB, 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 or CARB to its/their employees.

16. **CONFIDENTIALITY** – In order to carry out the purposes of this Contract, CONTRACTOR may require access to or obtain certain of DISTRICT’s or CARB’s confidential information (including trade secrets, inventions, confidential know-how, confidential business information including customer information, and other information that DISTRICT or CARB considers confidential) (collectively, “Confidential Information”). It is expressly understood and agreed that DISTRICT or CARB may designate in a conspicuous manner Confidential Information that CONTRACTOR obtains from DISTRICT or CARB, 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. If CONTRACTOR believes disclosure of Confidential Information may be required by law, first give DISTRICT and/or CARB at least ten (10) calendar days’ written notice prior to any planned disclosure of Confidential Information so that DISTRICT and/or CARB can seek an order preventing disclosure from a court of competent jurisdiction.
 - H. Identify any information CONTRACTOR provides DISTRICT and/or CARB that it asserts is confidential in accordance with California Code of Regulations, title 17, sections 91011 and 91022. CONTRACTOR acknowledges that any information provided to DISTRICT and/or CARB may be released (1) to the DISTRICT or CARB, (2) to the public upon request, except information exempt from disclosure or the disclosure of which is prohibited by law, and (3) to the federal Environmental Protection Agency. CONTRACTOR further acknowledges that DISTRICT and/or CARB may anonymize and aggregate confidential information received and make such information public.
 - I. Establish specific procedures in order to fulfill the obligations of this section.

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

18. PUBLICATION

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

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

19. AUDIT / INSPECTION OF RECORDS – 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 DISTRICT, CARB, the California Department of General Services, the California Department of Finance, the California State Auditor and other duly authorized agents of the State of California for a period of five (5) years after termination, cancellation or expiration of this Contract, or five (5) years after final payment under this Contract or conclusion of activities funded under this Contract, whichever is later. 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. CONTRACTOR will cooperate fully, without delay, in all audits, inquiries, and investigations initiated by or on behalf of the DISTRICT and/or the State of California concerning or relating to compliance with local, state, or federal air quality laws, and with this Contract, including but not limited to timely submission of any and all records requested and full cooperation with any on-site inspections.

20. NON-DISCRIMINATION – In the performance of this Contract, CONTRACTOR shall not discriminate in its recruitment, hiring, promotion, demotion, and termination practices, or harass or allow harassment of any employee, on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, medical condition, reproductive health decision making, genetic information, gender, gender identity, gender expression, age (over 40), veteran or military status, physical or mental disability, or any other characteristic protected by law. CONTRACTOR shall not unlawfully deny family-care leave, medical-care leave, pregnancy-disability leave or other legally protected leave. CONTRACTOR 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, which are incorporated herein by reference. CONTRACTOR shall comply with California Government Code section 11135; Title VI of the U.S. Civil Rights Act of 1964; Section 504 of the federal Rehabilitation Act of 1973; the federal Age Discrimination Act of 1975; Section 13 of the Federal Water Pollution Control Act of 1972; and U.S. Environmental Protection Agency’s implementing regulations at 40 C.F.R. Parts 5 and 7. CONTRACTOR shall give notice of this section to labor organizations with which they may have a collective bargaining or other agreement. CONTRACTOR shall permit access by representatives of DISTRICT, CARB, California Civil Rights Department, or U.S. EPA to all information required to ensure compliance with this clause. CONTRACTOR acknowledges that CARB will submit a complaint to the California Civil Rights Department for investigation if it has information that CONTRACTOR has violated this clause, and that CONTRACTOR may be subject to remedial action and termination of this Contract. The CARB Civil Rights Policy applies to this Contract. CONTRACTOR shall also require each subcontractor performing services in connection with this Contract to comply with this section and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.
21. 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.
22. 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. Any assignment may be subject to approval by CARB.
23. 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.
24. 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.

25. FORCE MAJEURE – Neither DISTRICT nor CONTRACTOR nor CARB 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, flood, earthquake or other physical natural disasters, 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, government declaration of emergency, national or State declared pandemics, or other causes, except financial, that are beyond the reasonable control of DISTRICT or CONTRACTOR or CARB, 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. DISTRICT may terminate this Contract immediately in writing without penalty to either party in the event CONTRACTOR invokes this clause. If the Contract is not terminated by DISTRICT, upon completion of the event of force majeure, CONTRACTOR must, as soon as reasonably practicable, recommence performance of its obligations under this Contract.
26. 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.
27. 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.
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 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.
30. 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.
31. SURVIVAL OF TERMS – The following provisions shall survive the expiration or termination of this Contract: Sections 8 (Indemnification), 15 (Employees of Contractor), 16 (Confidentiality), 17 (Intellectual Property), 18 (Publication), 19 (Audit / Inspection of Records), 20 (Non-Discrimination) (with regard to Contractor's acknowledgment that CARB will file a complaint if it has information that

Contractor has violated the clause), 26 (Severability), and Attachment B, Paragraph 2 (Payment (Recapture) On Demand), Attachment B, Paragraph 3 (Third Party Beneficiary), Attachment B, Paragraph 5 (Non-Exclusive Remedies), Attachment B, Paragraph 8 (Contractor's Responsibility for Work), Attachment B, Paragraph 9 (Incorporated Documents), and Attachment B, Paragraph 11 (Personally Identifiable Information (PII)).

32. AUTHORIZED SIGNATURE – CONTRACTOR agrees, under penalty of perjury, that it has signed or authorized the signing of this Contract by a person with full power and legal authority to sign this Contract, and that all statements, responses and information provided to the DISTRICT in pursuit of the Contract are true and correct. CONTRACTOR agrees that all statements, responses and information are subject to investigation by the DISTRICT and CARB, or their representatives, and that any false statements, responses or information may be in violation of the California False Claims Act, is in breach of this Contract, and may disqualify CONTRACTOR from receiving any existing or further funding. By signing this Contract, CONTRACTOR is bound to and will comply with all terms and conditions of this Contract, including those in any Attachments.

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

FROG POWER EQUIPMENT LLC

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

By: _____
Erick Podchernikoff
Owner

Date: _____

Date: _____

Approved as to form:

By: _____
Alexander G. Crockett
General Counsel

Attachment A

Program Background

The DISTRICT has partnered with the California Air Resources Board (CARB) on the implementation of the Carl Moyer Memorial Air Quality Standards Attainment Program (Carl Moyer Program) since 1998. The Carl Moyer Program outlines the requirements for the administration and funding of projects that replace existing equipment with cleaner-than-required equipment to reduce air pollution. CARB's guidelines outline the minimum criteria and requirements for selecting, funding, and monitoring eligible projects. The most recently adopted version, the Carl Moyer Program Guidelines, 2024 Revisions, approved by CARB in October 2024, includes Chapter 9, which details the requirements for replacing conventional, high-polluting, combustion lawn and garden equipment with qualifying zero-emission equipment. Chapters 2 and 3 describe the administrative requirements for Moyer-funded projects.

The DISTRICT has developed an Electric Lawn and Garden Equipment Replacement Program (eL&G Program) that complies with Carl Moyer Program requirements and is contracting with companies that seek to participate in the Program, in accordance with the requirements of this Contract and Task Order(s).

General Description of Services

CONTRACTOR will deliver a range of services necessary for the successful implementation of the DISTRICT's eL&G Program. These services will be detailed in the Task Order(s) issued under this Contract. CONTRACTOR's duties as an authorized vendor may include coordinating with potential Program applicants and participants, facilitating the sale of pre-approved equipment and the permanent destruction of existing ("baseline") equipment, providing advance payments (as discounts) to Program participants, submitting reimbursement requests after the qualifying sale and destruction of baseline equipment have been completed for eligible amounts, managing and storing documentation in compliance with record retention requirements, submitting required reports on the Program's status, and ensuring compliance with all Program requirements.

CONTRACTOR seeks to participate as an authorized vendor for the Program and agrees to comply with all Program requirements. CONTRACTOR has had a valid business license for at least two years.

Attachment B
California Air Resources Board (CARB) Requirements

CONTRACTOR and its subcontractors, employees and agents shall comply with the following requirements of the California Air Resources Board (CARB).

1. CONFLICT OF INTEREST

- A. CONTRACTOR certifies that it is in compliance with all applicable state and federal conflict of interest laws and will remain in compliance with all such laws during the Term of this Contract.
- B. CONTRACTOR certifies that it has no interest, and will not acquire any interest, direct or indirect, which will conflict with its ability to impartially perform the tasks described in this Contract.
- C. CONTRACTOR agrees that it must disclose any direct or indirect financial interest which may pose an actual, apparent, or potential conflict of interest. CONTRACTOR agrees that the nature and extent of any actual, apparent, or potential conflict of interest may be a basis for disqualification from receiving any funds from the DISTRICT.
- D. CONTRACTOR will immediately advise the DISTRICT in writing of any potential new conflicts of interest as they arise.

2. PAYMENT (RECAPTURE) ON DEMAND

- A. CONTRACTOR will, upon notification by the DISTRICT and/or CARB or their authorized representative(s) of an overpayment, wrongful payment, or a violation of or failure to comply with any term or condition of this Contract, remit to the DISTRICT or its authorized representative the requested amount within sixty (60) days from the date of issuance of said notice.
- B. CONTRACTOR agrees that the DISTRICT or CARB, or their designee, may require CONTRACTOR to return funds it received due to termination for cause of this Contract, or for CONTRACTOR's misinformation, misrepresentation, misuse of funds, or fraud. DISTRICT and CARB also reserve the right to prohibit CONTRACTOR from participating in current or future funding programs.

3. THIRD-PARTY BENEFICIARY

- A. CONTRACTOR agrees that the State of California, acting by and through CARB, is an intended third-party beneficiary to this Contract. CONTRACTOR will name CARB and the State of California as third-party beneficiaries in all subcontracts entered into using funds from this Contract and provide copies of these agreements upon request.

4. COMPLIANCE WITH AIR QUALITY LAWS

- A. CONTRACTOR certifies that it is in compliance with all applicable federal, state, and local air quality rules and regulations ("air quality laws"), and will remain in compliance with all air quality laws throughout the Term of this Contract.
- B. CONTRACTOR agrees that compliance with air quality laws is a precondition to the receipt of funding under this Contract.
- C. CONTRACTOR agrees that the DISTRICT may, at its discretion, terminate this Contract without any obligation to pay CONTRACTOR if CONTRACTOR is in continuing violation of applicable air quality laws.
- D. CONTRACTOR agrees that, if DISTRICT has made payments to CONTRACTOR under this Contract, and CONTRACTOR is in continuing violation of applicable air quality laws, the DISTRICT may, at its discretion, require CONTRACTOR to return some or all of the funding. CONTRACTOR will promptly return funding to the DISTRICT within the time specified by the DISTRICT.

5. NON-EXCLUSIVE REMEDIES

- A. The remedies set forth in this Contract are contractual in nature. CONTRACTOR agrees that nothing in this Contract limits or precludes the State of California or the DISTRICT from taking any enforcement action, exercising any police power, or prosecuting any violation of law against CONTRACTOR, its employees, officers, agents, assigns, representatives, contractors, subcontractors, affiliates or any third parties.
- B. CONTRACTOR agrees that it will promptly notify the DISTRICT of any and all suspected or known breaches of this Contract, misinformation, misrepresentation, fraud, or misuse of funds provided under this Contract.

6. RUSSIAN SANCTIONS

- A. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 regarding Economic Sanctions against Russia and Russian entities and individuals imposed by the federal or state government in response to Russia's actions in Ukraine.
- B. CONTRACTOR represents and warrants that it is not a target of Economic Sanctions, and that it will refrain from conducting prohibited transactions with sanctioned individuals or entities through the Contract Term.

7. FUNDING PROHIBITIONS FOR SECTARIAN PURPOSES AND NON-PUBLIC SCHOOLS

- A. CONTRACTOR may only use or authorize the use of funding provided under this Contract in a manner consistent with the California Constitution, article XVI, section 5 and article IX, section 8 (prohibiting grant fund awards to non-public schools), and federal law. CONTRACTOR agrees to follow guidance from DISTRICT regarding funding prohibitions for sectarian purposes and non-public schools.
- B. CONTRACTOR agrees to provide any information requested by DISTRICT and/or CARB to ensure compliance with this provision.

8. CONTRACTOR'S RESPONSIBILITY FOR WORK

- A. DISTRICT and/or CARB are not responsible for disputes arising out of CONTRACTOR's contracts for work on a project funded by this Contract, including but not limited to payment disputes with recipients of funding.
- B. DISTRICT and/or CARB will not mediate disputes between CONTRACTOR and any other entity.

9. INCORPORATED DOCUMENTS

- A. The following documents are incorporated by reference into this Contract.
 - 1. CARB-approved DISTRICT application to administer the Carl Moyer Program.
 - 2. DISTRICT Carl Moyer Policies and Procedures.
 - 3. Carl Moyer Program 2024 Guidelines (and future updates, advisories and mail-outs)
 - 4. Funding Agricultural Replacement Measures for Emission Reductions (FARMER) 2024 Guidelines (and future updates, advisories and mail-outs), as applicable.

10. OFFICE OF FOREIGN ASSET CONTROL

- A. Transactions are prohibited if they involve the property or interests in property of an entity or individual listed on the Office of Foreign Asset Control (OFAC) targeted lists. The property and interests in property of an entity that is 50 percent or more owned by one or more persons whose

property and interests in property are blocked pursuant to any part of 31 C.F.R. chapter V are also blocked.

- B. CONTRACTOR agrees that is not in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists.

11. PERSONALLY IDENTIFIABLE INFORMATION (PII)

- A. Information or data that personally identifies an individual is confidential in accordance with relevant State or federal law.
- B. CONTRACTOR agrees to comply with all applicable PII law and safeguard all PII which comes into their possession under this Contract. CONTRACTOR will not release PII, except as required by law, court order, or legal process.

12. PREVAILING WAGES

- A. CONTRACTOR agrees to be bound by and comply with all applicable provisions of the California Labor Code Section 1720-1861 regarding prevailing wages and labor compliance.

13. PROFESSIONALS

- A. CONTRACTOR agrees that only licensed professionals will be used to perform services under this Contract where such services are required to be performed by licensed professionals under State law.

DRAFT

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

MASTER SERVICES CONTRACT

CONTRACT NO. 2025.134

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 **Gardenland Power Equipment** (“CONTRACTOR”) whose address is 196 Curtner Ave, Campbell, CA 95008.
2. **RECITALS**
 - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for Services as defined herein. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the Services.
 - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
3. **DEFINITIONS**
 - A. “Purchase Order” shall mean the written or electronic document used by DISTRICT to track payments to CONTRACTOR under this Contract.
 - B. “Services” shall mean the services to be provided by CONTRACTOR hereunder as generally described in the General Description of Services, attached hereto as Attachment A and made a part hereof by this reference, and as specifically described in Task Orders issued pursuant to this Contract.
 - C. “Task Order” shall mean a written request by DISTRICT for specific services to be performed by CONTRACTOR.
4. **PERFORMANCE REQUIREMENTS**
 - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
 - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
 - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
 - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
 - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
 - F. CONTRACTOR shall ensure that any subcontractors, employees, officers and agents performing under this Contract comply with all of the terms of this Contract.

- G. CONTRACTOR and its subcontractors, employees and agents shall comply with all requirements of the California Air Resources Board (CARB), which are described at Attachment B and incorporated herein by this reference.
5. TERM – The term of this Contract is from the latter date of Contract execution to June 29, 2028 unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.
6. TERMINATION
- A. The DISTRICT may terminate this Contract at any time, at will, and without specifying any reason, by notifying CONTRACTOR in writing. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of delivery of the notice of termination, and shall be delivered in accordance with the provisions of section 13 below. Immediately upon receipt of the notice of termination, CONTRACTOR shall cease all services under this Contract, except such services as are specified in the notice of termination. CONTRACTOR shall deliver a final invoice for all remaining services performed but not billed, including any services specified in the termination notice, on or before ten (10) business days following the termination date.
- B. Either party may terminate this Contract for breach by the other party.
- i) Failure to perform any agreement or obligation contained in this Contract or failure to complete the services in a satisfactory manner shall constitute a breach of the Contract.
- ii) The non-breaching party may terminate the Contract by delivery of a written notice of breach. The notice of breach shall specify the date of termination, which shall be no earlier than ten (10) business days from delivery of the notice of breach. In the alternative, at its sole discretion, the non-breaching party may require the breaching party to cure the breach. The notice of breach shall specify the nature of the breach and the date by which such breach must be cured.
- iii) If CONTRACTOR fails to perform any obligation under this Contract, DISTRICT at its sole discretion, may perform, or cause the performance, of the obligation itself. In that event, DISTRICT shall deduct the costs to perform such obligation and any other costs to cure the breach from the payment otherwise due to CONTRACTOR for work performed under this Contract. DISTRICT's performance hereunder shall not be deemed a waiver or release of any obligation of, or default by, CONTRACTOR under this Contract.
- iv) The notice of breach shall be provided in accordance with the notice requirements set forth in section 13.
- v) The non-breaching party reserves all rights under law and equity to enforce this Contract and recover any damages, including but not limited to repayment of funds pursuant to Paragraph 2 of Attachment B.
7. INSURANCE
- A. CONTRACTOR shall maintain the following insurance:
- i) Workers' compensation and employers' liability insurance as required by California law or other applicable statutory requirements.
- ii) Occurrence-based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each occurrence. Such insurance shall include DISTRICT and its officers, agents, and employees as additional insureds and shall be primary with respect to any insurance maintained by DISTRICT.

- iii) Business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles. If CONTRACTOR is a sole proprietor, CONTRACTOR may meet this insurance requirement with personal automobile liability insurance carrying a business use endorsement or by demonstrating to the satisfaction of DISTRICT that business use is covered under the CONTRACTOR's personal automobile liability insurance. A CONTRACTOR using only rental vehicles in performing work under this Contract may meet this insurance requirement by purchasing automobile liability insurance in the required coverage amount from the rental agency.
 - B. All insurance shall be placed with insurers acceptable to DISTRICT.
 - C. Prior to commencement of work under this Contract, CONTRACTOR shall furnish properly-executed certificates of insurance for all required insurance. Upon request by DISTRICT, CONTRACTOR shall provide a complete copy of any required insurance policy. CONTRACTOR shall notify DISTRICT in writing thirty (30) days prior to cancellation or modification of any required insurance policy. Any such modifications are subject to pre-approval by DISTRICT.
 - D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or to terminate this Contract for breach.
8. INDEMNIFICATION
- A. CONTRACTOR shall indemnify and hold DISTRICT, its officers, employees, and agents, representatives, and successors-in-interest 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, except for losses arising out of the gross negligence or willful misconduct of DISTRICT.
 - B. CONTRACTOR shall indemnify and hold harmless the State of California, CARB, and its/their officers, employees, and agents, representatives, and successors-in-interest 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, except for losses arising out of the gross negligence or willful misconduct of CARB.
9. AGREEMENT TO PROVIDE SERVICES
- A. CONTRACTOR hereby agrees to provide to DISTRICT, as DISTRICT may from time to time designate, such services as DISTRICT may order by Task Order, all in accordance with and subject to the terms, covenants and conditions of this Contract. DISTRICT agrees to pay for these services ordered by DISTRICT in accordance with and subject to the terms, covenants and conditions of this Contract.
 - B. All Task Orders issued by DISTRICT to CONTRACTOR for services during the term of this Contract are subject to the provisions of this Contract as though fully set forth in such Task Order. In the event that the provisions of this Contract conflict with any Task Order issued by DISTRICT to CONTRACTOR, the provisions of this Contract shall govern. No other terms and conditions, including, but not limited to, those contained in CONTRACTOR's standard printed terms and conditions, on CONTRACTOR's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Contract, any Task Order, or any transactions occurring pursuant hereto or thereto, unless this Contract shall be specifically amended to adopt such other terms and conditions in writing by the parties.

- C. Notwithstanding any other provision of this Contract to the contrary, DISTRICT shall have no obligation to order or purchase any services hereunder and the placement of any Task Order shall be in the sole discretion of DISTRICT. Without limiting the generality of the foregoing, the actual quantity of services to be purchased hereunder shall be determined by DISTRICT in its sole discretion and shall not exceed \$15,000,000. This Contract is not exclusive. CONTRACTOR expressly acknowledges and agrees that DISTRICT may purchase at its sole discretion, services that are identical or similar to the services described in this Contract from any third party.
10. TASK ORDERS – Each Task Order will specify the following items, as relevant: specific services requested, schedule for services, location where services are to be performed (with contact person), and cost or estimated cost of services. Each Task Order issued under this Contract shall be made part of, and be incorporated into this Contract, and shall reference this Contract on the face of each Task Order. Should any Task Order not conform to or satisfy the terms of this Contract, CONTRACTOR shall have five (5) business days after receipt to reject the Task Order. By not rejecting the Task Order within five (5) business days, CONTRACTOR will have accepted the Task Order. Acceptance by CONTRACTOR is limited to the provisions of this Contract and the Task Order. No additional or different provisions proposed by CONTRACTOR or DISTRICT shall apply. In addition, the parties agree that this Contract and accepted Task Orders constitute a contract for services and satisfy all statutory and legal formalities of a contract.
11. PRICING, INVOICES, AND PAYMENT
- A. DISTRICT shall pay CONTRACTOR for all services ordered and provided in compliance with the terms and conditions of this Contract and with Task Orders issued under this Contract.
- B. CONTRACTOR shall submit original invoices to DISTRICT in form and substance and format reasonably acceptable to DISTRICT. Each invoice, including supporting documentation, must be prepared in duplicate on CONTRACTOR's letterhead; must list DISTRICT's contract number, Purchase Order Number, and the CONTRACTOR's Social Security Number or Federal Employer Identification Number; and must be submitted to: Bay Area Air Quality Management District, 375 Beale Street, Suite 600, San Francisco, CA 94105, Attn: SID Off-Road Program Manager.
- C. Except as specifically set forth in Attachment A or in Task Orders under this Contract, DISTRICT shall not be responsible for any additional costs or expenses of any nature incurred by CONTRACTOR in connection with the provision of the services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc.
- D. CONTRACTOR represents, warrants and covenants that the prices, charges and fees for services set forth in this Contract (on the whole) are at least as favorable as the prices, charges and fees CONTRACTOR charges (on the whole) to other of its customers or clients for the same or substantially similar services provided under the same or substantially similar circumstances, terms, and conditions. If CONTRACTOR agrees or contracts with other clients or customers similarly situated during the Term of this Contract, and offers or agrees to financial terms more favorable than those set forth herein (on the whole), CONTRACTOR hereby agrees that it will reduce the prices, charges and/or fees charged to DISTRICT in respect of the services hereunder to the most favorable rates received by those other clients or customers.
- E. It is mutually agreed that if the California Budget Act does not appropriate sufficient funds for the services provided for in this Contract, this Contract shall be of no further force and effect. In this event, the DISTRICT and the State will have no liability to pay any funds whatsoever to CONTRACTOR, and CONTRACTOR will not be obligated to perform any services described in this Contract.

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

DISTRICT: Bay Area Air Quality Management District
 375 Beale Street, Suite 600
 San Francisco, CA 94105
 Attn: Director of Strategic Incentives

CONTRACTOR: Gardenland Power Equipment
 196 Curtner Ave,
 Campbell, CA 95008
 Attn: Manuel Goulart

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

15. EMPLOYEES OF CONTRACTOR

- A. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation leave, vacation replacements, sick leave, severance pay, and pay for legal holidays.
- B. CONTRACTOR, its officers, employees, agents, or representatives shall act in an independent capacity and shall not be considered employees or agents of DISTRICT or CARB, 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 or CARB to its/their employees.

16. CONFIDENTIALITY – In order to carry out the purposes of this Contract, CONTRACTOR may require access to or obtain certain of DISTRICT’s or CARB’s confidential information (including trade secrets, inventions, confidential know-how, confidential business information including customer information, and other information that DISTRICT or CARB considers confidential) (collectively, “Confidential Information”). It is expressly understood and agreed that DISTRICT or CARB may designate in a conspicuous manner Confidential Information that CONTRACTOR obtains from DISTRICT or CARB, 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. If CONTRACTOR believes disclosure of Confidential Information may be required by law, first give DISTRICT and/or CARB at least ten (10) calendar days’ written notice prior to any planned disclosure of Confidential Information so that DISTRICT and/or CARB can seek an order preventing disclosure from a court of competent jurisdiction.
 - H. Identify any information CONTRACTOR provides DISTRICT and/or CARB that it asserts is confidential in accordance with California Code of Regulations, title 17, sections 91011 and 91022. CONTRACTOR acknowledges that any information provided to DISTRICT and/or CARB may be released (1) to the DISTRICT or CARB, (2) to the public upon request, except information exempt from disclosure or the disclosure of which is prohibited by law, and (3) to the federal Environmental Protection Agency. CONTRACTOR further acknowledges that DISTRICT and/or CARB may anonymize and aggregate confidential information received and make such information public.
 - I. Establish specific procedures in order to fulfill the obligations of this section.

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

18. PUBLICATION

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

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

19. AUDIT / INSPECTION OF RECORDS – 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 DISTRICT, CARB, the California Department of General Services, the California Department of Finance, the California State Auditor and other duly authorized agents of the State of California for a period of five (5) years after termination, cancellation or expiration of this Contract, or five (5) years after final payment under this Contract or conclusion of activities funded under this Contract, whichever is later. 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. CONTRACTOR will cooperate fully, without delay, in all audits, inquiries, and investigations initiated by or on behalf of the DISTRICT and/or the State of California concerning or relating to compliance with local, state, or federal air quality laws, and with this Contract, including but not limited to timely submission of any and all records requested and full cooperation with any on-site inspections.

20. NON-DISCRIMINATION – In the performance of this Contract, CONTRACTOR shall not discriminate in its recruitment, hiring, promotion, demotion, and termination practices, or harass or allow

harassment of any employee, on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, medical condition, reproductive health decision making, genetic information, gender, gender identity, gender expression, age (over 40), veteran or military status, physical or mental disability, or any other characteristic protected by law. CONTRACTOR shall not unlawfully deny family-care leave, medical-care leave, pregnancy-disability leave or other legally protected leave. CONTRACTOR 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, which are incorporated herein by reference. CONTRACTOR shall comply with California Government Code section 11135; Title VI of the U.S. Civil Rights Act of 1964; Section 504 of the federal Rehabilitation Act of 1973; the federal Age Discrimination Act of 1975; Section 13 of the Federal Water Pollution Control Act of 1972; and U.S. Environmental Protection Agency's implementing regulations at 40 C.F.R. Parts 5 and 7. CONTRACTOR shall give notice of this section to labor organizations with which they may have a collective bargaining or other agreement. CONTRACTOR shall permit access by representatives of DISTRICT, CARB, California Civil Rights Department, or U.S. EPA to all information required to ensure compliance with this clause. CONTRACTOR acknowledges that CARB will submit a complaint to the California Civil Rights Department for investigation if it has information that CONTRACTOR has violated this clause, and that CONTRACTOR may be subject to remedial action and termination of this Contract. The CARB Civil Rights Policy applies to this Contract. CONTRACTOR shall also require each subcontractor performing services in connection with this Contract to comply with this section and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.

21. 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.
22. 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. Any assignment may be subject to approval by CARB.
23. 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.
24. 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.
25. FORCE MAJEURE – Neither DISTRICT nor CONTRACTOR nor CARB 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, flood, earthquake or other physical natural disasters, 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, government declaration of emergency, national or State declared pandemics, or other causes, except financial, that are beyond the reasonable control of DISTRICT or CONTRACTOR or CARB, 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. DISTRICT may terminate this Contract immediately in writing without penalty to either party in the event CONTRACTOR invokes this clause. If the Contract is not terminated by DISTRICT, upon completion of the event of force majeure, CONTRACTOR must, as soon as reasonably practicable, recommence performance of its obligations under this Contract.

26. 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.
27. 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.
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 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.
30. 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.
31. SURVIVAL OF TERMS – The following provisions shall survive the expiration or termination of this Contract: Sections 8 (Indemnification), 15 (Employees of Contractor), 16 (Confidentiality), 17 (Intellectual Property), 18 (Publication), 19 (Audit / Inspection of Records), 20 (Non-Discrimination) (with regard to Contractor's acknowledgment that CARB will file a complaint if it has information that Contractor has violated the clause), 26 (Severability), and Attachment B, Paragraph 2 (Payment (Recapture) On Demand), Attachment B, Paragraph 3 (Third Party Beneficiary), Attachment B, Paragraph 5 (Non-Exclusive Remedies), Attachment B, Paragraph 8 (Contractor's Responsibility for

Work), Attachment B, Paragraph 9 (Incorporated Documents), and Attachment B, Paragraph 11 (Personally Identifiable Information (PII)).

32. AUTHORIZED SIGNATURE – CONTRACTOR agrees, under penalty of perjury, that is has signed or authorized the signing of this Contract by a person with full power and legal authority to sign this Contract, and that all statements, responses and information provided to the DISTRICT in pursuit of the Contract are true and correct. CONTRACTOR agrees that all statements, responses and information are subject to investigation by the DISTRICT and CARB, or their representatives, and that any false statements, responses or information may be in violation of the California False Claims Act, is in breach of this Contract, and may disqualify CONTRACTOR from receiving any existing or further funding. By signing this Contract, CONTRACTOR is bound to and will comply with all terms and conditions of this Contract, including those in any Attachments.

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

GARDENLAND POWER EQUIPMENT

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

By: _____
Richard Ogawa
CEO

Date: _____

Date: _____

Approved as to form:

By: _____
Alexander G. Crockett
General Counsel

Attachment A

Program Background

The DISTRICT has partnered with the California Air Resources Board (CARB) on the implementation of the Carl Moyer Memorial Air Quality Standards Attainment Program (Carl Moyer Program) since 1998. The Carl Moyer Program outlines the requirements for the administration and funding of projects that replace existing equipment with cleaner-than-required equipment to reduce air pollution. CARB's guidelines outline the minimum criteria and requirements for selecting, funding, and monitoring eligible projects. The most recently adopted version, the Carl Moyer Program Guidelines, 2024 Revisions, approved by CARB in October 2024, includes Chapter 9, which details the requirements for replacing conventional, high-polluting, combustion lawn and garden equipment with qualifying zero-emission equipment. Chapters 2 and 3 describe the administrative requirements for Moyer-funded projects.

The DISTRICT has developed an Electric Lawn and Garden Equipment Replacement Program (eL&G Program) that complies with Carl Moyer Program requirements and is contracting with companies that seek to participate in the Program, in accordance with the requirements of this Contract and Task Order(s).

General Description of Services

CONTRACTOR will deliver a range of services necessary for the successful implementation of the DISTRICT's eL&G Program. These services will be detailed in the Task Order(s) issued under this Contract. CONTRACTOR's duties as an authorized vendor may include coordinating with potential Program applicants and participants, facilitating the sale of pre-approved equipment and the permanent destruction of existing ("baseline") equipment, providing advance payments (as discounts) to Program participants, submitting reimbursement requests after the qualifying sale and destruction of baseline equipment have been completed for eligible amounts, managing and storing documentation in compliance with record retention requirements, submitting required reports on the Program's status, and ensuring compliance with all Program requirements.

CONTRACTOR seeks to participate as an authorized vendor for the Program and agrees to comply with all Program requirements. CONTRACTOR has had a valid business license for at least two years.

Attachment B
California Air Resources Board (CARB) Requirements

CONTRACTOR and its subcontractors, employees and agents shall comply with the following requirements of the California Air Resources Board (CARB).

1. CONFLICT OF INTEREST

- A. CONTRACTOR certifies that it is in compliance with all applicable state and federal conflict of interest laws and will remain in compliance with all such laws during the Term of this Contract.
- B. CONTRACTOR certifies that it has no interest, and will not acquire any interest, direct or indirect, which will conflict with its ability to impartially perform the tasks described in this Contract.
- C. CONTRACTOR agrees that it must disclose any direct or indirect financial interest which may pose an actual, apparent, or potential conflict of interest. CONTRACTOR agrees that the nature and extent of any actual, apparent, or potential conflict of interest may be a basis for disqualification from receiving any funds from the DISTRICT.
- D. CONTRACTOR will immediately advise the DISTRICT in writing of any potential new conflicts of interest as they arise.

2. PAYMENT (RECAPTURE) ON DEMAND

- A. CONTRACTOR will, upon notification by the DISTRICT and/or CARB or their authorized representative(s) of an overpayment, wrongful payment, or a violation of or failure to comply with any term or condition of this Contract, remit to the DISTRICT or its authorized representative the requested amount within sixty (60) days from the date of issuance of said notice.
- B. CONTRACTOR agrees that the DISTRICT or CARB, or their designee, may require CONTRACTOR to return funds it received due to termination for cause of this Contract, or for CONTRACTOR's misinformation, misrepresentation, misuse of funds, or fraud. DISTRICT and CARB also reserve the right to prohibit CONTRACTOR from participating in current or future funding programs.

3. THIRD-PARTY BENEFICIARY

- A. CONTRACTOR agrees that the State of California, acting by and through CARB, is an intended third-party beneficiary to this Contract. CONTRACTOR will name CARB and the State of California as third-party beneficiaries in all subcontracts entered into using funds from this Contract and provide copies of these agreements upon request.

4. COMPLIANCE WITH AIR QUALITY LAWS

- A. CONTRACTOR certifies that it is in compliance with all applicable federal, state, and local air quality rules and regulations ("air quality laws"), and will remain in compliance with all air quality laws throughout the Term of this Contract.
- B. CONTRACTOR agrees that compliance with air quality laws is a precondition to the receipt of funding under this Contract.
- C. CONTRACTOR agrees that the DISTRICT may, at its discretion, terminate this Contract without any obligation to pay CONTRACTOR if CONTRACTOR is in continuing violation of applicable air quality laws.
- D. CONTRACTOR agrees that, if DISTRICT has made payments to CONTRACTOR under this Contract, and CONTRACTOR is in continuing violation of applicable air quality laws, the DISTRICT may, at its discretion, require CONTRACTOR to return some or all of the funding. CONTRACTOR will promptly return funding to the DISTRICT within the time specified by the DISTRICT.

5. NON-EXCLUSIVE REMEDIES

- A. The remedies set forth in this Contract are contractual in nature. CONTRACTOR agrees that nothing in this Contract limits or precludes the State of California or the DISTRICT from taking any enforcement action, exercising any police power, or prosecuting any violation of law against CONTRACTOR, its employees, officers, agents, assigns, representatives, contractors, subcontractors, affiliates or any third parties.
- B. CONTRACTOR agrees that it will promptly notify the DISTRICT of any and all suspected or known breaches of this Contract, misinformation, misrepresentation, fraud, or misuse of funds provided under this Contract.

6. RUSSIAN SANCTIONS

- A. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 regarding Economic Sanctions against Russia and Russian entities and individuals imposed by the federal or state government in response to Russia's actions in Ukraine.
- B. CONTRACTOR represents and warrants that it is not a target of Economic Sanctions, and that it will refrain from conducting prohibited transactions with sanctioned individuals or entities through the Contract Term.

7. FUNDING PROHIBITIONS FOR SECTARIAN PURPOSES AND NON-PUBLIC SCHOOLS

- A. CONTRACTOR may only use or authorize the use of funding provided under this Contract in a manner consistent with the California Constitution, article XVI, section 5 and article IX, section 8 (prohibiting grant fund awards to non-public schools), and federal law. CONTRACTOR agrees to follow guidance from DISTRICT regarding funding prohibitions for sectarian purposes and non-public schools.
- B. CONTRACTOR agrees to provide any information requested by DISTRICT and/or CARB to ensure compliance with this provision.

8. CONTRACTOR'S RESPONSIBILITY FOR WORK

- A. DISTRICT and/or CARB are not responsible for disputes arising out of CONTRACTOR's contracts for work on a project funded by this Contract, including but not limited to payment disputes with recipients of funding.
- B. DISTRICT and/or CARB will not mediate disputes between CONTRACTOR and any other entity.

9. INCORPORATED DOCUMENTS

- A. The following documents are incorporated by reference into this Contract.
 - 1. CARB-approved DISTRICT application to administer the Carl Moyer Program.
 - 2. DISTRICT Carl Moyer Policies and Procedures.
 - 3. Carl Moyer Program 2024 Guidelines (and future updates, advisories and mail-outs)
 - 4. Funding Agricultural Replacement Measures for Emission Reductions (FARMER) 2024 Guidelines (and future updates, advisories and mail-outs), as applicable.

10. OFFICE OF FOREIGN ASSET CONTROL

- A. Transactions are prohibited if they involve the property or interests in property of an entity or individual listed on the Office of Foreign Asset Control (OFAC) targeted lists. The property and interests in property of an entity that is 50 percent or more owned by one or more persons whose

property and interests in property are blocked pursuant to any part of 31 C.F.R. chapter V are also blocked.

- B. CONTRACTOR agrees that is not in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists.

11. PERSONALLY IDENTIFIABLE INFORMATION (PII)

- A. Information or data that personally identifies an individual is confidential in accordance with relevant State or federal law.
- B. CONTRACTOR agrees to comply with all applicable PII law and safeguard all PII which comes into their possession under this Contract. CONTRACTOR will not release PII, except as required by law, court order, or legal process.

12. PREVAILING WAGES

- A. CONTRACTOR agrees to be bound by and comply with all applicable provisions of the California Labor Code Section 1720-1861 regarding prevailing wages and labor compliance.

13. PROFESSIONALS

- A. CONTRACTOR agrees that only licensed professionals will be used to perform services under this Contract where such services are required to be performed by licensed professionals under State law.

DRAFT

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

MASTER SERVICES CONTRACT

CONTRACT NO. 2025.135

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 Horizon Distributors, Inc. (“CONTRACTOR”) whose address is 1880 Arnold Ind Pl., Concord, CA 94520.
2. RECITALS
 - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for Services as defined herein. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the Services.
 - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
3. DEFINITIONS
 - A. “Purchase Order” shall mean the written or electronic document used by DISTRICT to track payments to CONTRACTOR under this Contract.
 - B. “Services” shall mean the services to be provided by CONTRACTOR hereunder as generally described in the General Description of Services, attached hereto as Attachment A and made a part hereof by this reference, and as specifically described in Task Orders issued pursuant to this Contract.
 - C. “Task Order” shall mean a written request by DISTRICT for specific services to be performed by CONTRACTOR.
4. PERFORMANCE REQUIREMENTS
 - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
 - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
 - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
 - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
 - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
 - F. CONTRACTOR shall ensure that any subcontractors, employees, officers and agents performing under this Contract comply with all of the terms of this Contract.

- G. CONTRACTOR and its subcontractors, employees and agents shall comply with all requirements of the California Air Resources Board (CARB), which are described at Attachment B and incorporated herein by this reference.
5. TERM – The term of this Contract is from the latter date of Contract execution to June 29, 2028 unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.
6. TERMINATION
- A. The DISTRICT may terminate this Contract at any time, at will, and without specifying any reason, by notifying CONTRACTOR in writing. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of delivery of the notice of termination, and shall be delivered in accordance with the provisions of section 13 below. Immediately upon receipt of the notice of termination, CONTRACTOR shall cease all services under this Contract, except such services as are specified in the notice of termination. CONTRACTOR shall deliver a final invoice for all remaining services performed but not billed, including any services specified in the termination notice, on or before ten (10) business days following the termination date.
- B. Either party may terminate this Contract for breach by the other party.
- i) Failure to perform any agreement or obligation contained in this Contract or failure to complete the services in a satisfactory manner shall constitute a breach of the Contract.
- ii) The non-breaching party may terminate the Contract by delivery of a written notice of breach. The notice of breach shall specify the date of termination, which shall be no earlier than ten (10) business days from delivery of the notice of breach. In the alternative, at its sole discretion, the non-breaching party may require the breaching party to cure the breach. The notice of breach shall specify the nature of the breach and the date by which such breach must be cured.
- iii) If CONTRACTOR fails to perform any obligation under this Contract, DISTRICT at its sole discretion, may perform, or cause the performance, of the obligation itself. In that event, DISTRICT shall deduct the costs to perform such obligation and any other costs to cure the breach from the payment otherwise due to CONTRACTOR for work performed under this Contract. DISTRICT's performance hereunder shall not be deemed a waiver or release of any obligation of, or default by, CONTRACTOR under this Contract.
- iv) The notice of breach shall be provided in accordance with the notice requirements set forth in section 13.
- v) The non-breaching party reserves all rights under law and equity to enforce this Contract and recover any damages, including but not limited to repayment of funds pursuant to Paragraph 2 of Attachment B.
7. INSURANCE
- A. CONTRACTOR shall maintain the following insurance:
- i) Workers' compensation and employers' liability insurance as required by California law or other applicable statutory requirements.
- ii) Occurrence-based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each occurrence. Such insurance shall include DISTRICT and its officers, agents, and employees as additional insureds and shall be primary with respect to any insurance maintained by DISTRICT.

- iii) Business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles. If CONTRACTOR is a sole proprietor, CONTRACTOR may meet this insurance requirement with personal automobile liability insurance carrying a business use endorsement or by demonstrating to the satisfaction of DISTRICT that business use is covered under the CONTRACTOR's personal automobile liability insurance. A CONTRACTOR using only rental vehicles in performing work under this Contract may meet this insurance requirement by purchasing automobile liability insurance in the required coverage amount from the rental agency.
 - B. All insurance shall be placed with insurers acceptable to DISTRICT.
 - C. Prior to commencement of work under this Contract, CONTRACTOR shall furnish properly-executed certificates of insurance for all required insurance. Upon request by DISTRICT, CONTRACTOR shall provide a complete copy of any required insurance policy. CONTRACTOR shall notify DISTRICT in writing thirty (30) days prior to cancellation or modification of any required insurance policy. Any such modifications are subject to pre-approval by DISTRICT.
 - D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or to terminate this Contract for breach.
8. INDEMNIFICATION
- A. CONTRACTOR shall indemnify and hold DISTRICT, its officers, employees, and agents, representatives, and successors-in-interest 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, except for losses arising out of the gross negligence or willful misconduct of DISTRICT.
 - B. CONTRACTOR shall indemnify and hold harmless the State of California, CARB, and its/their officers, employees, and agents, representatives, and successors-in-interest 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, except for losses arising out of the gross negligence or willful misconduct of CARB.
9. AGREEMENT TO PROVIDE SERVICES
- A. CONTRACTOR hereby agrees to provide to DISTRICT, as DISTRICT may from time to time designate, such services as DISTRICT may order by Task Order, all in accordance with and subject to the terms, covenants and conditions of this Contract. DISTRICT agrees to pay for these services ordered by DISTRICT in accordance with and subject to the terms, covenants and conditions of this Contract.
 - B. All Task Orders issued by DISTRICT to CONTRACTOR for services during the term of this Contract are subject to the provisions of this Contract as though fully set forth in such Task Order. In the event that the provisions of this Contract conflict with any Task Order issued by DISTRICT to CONTRACTOR, the provisions of this Contract shall govern. No other terms and conditions, including, but not limited to, those contained in CONTRACTOR's standard printed terms and conditions, on CONTRACTOR's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Contract, any Task Order, or any transactions occurring pursuant hereto or thereto, unless this Contract shall be specifically amended to adopt such other terms and conditions in writing by the parties.

- C. Notwithstanding any other provision of this Contract to the contrary, DISTRICT shall have no obligation to order or purchase any services hereunder and the placement of any Task Order shall be in the sole discretion of DISTRICT. Without limiting the generality of the foregoing, the actual quantity of services to be purchased hereunder shall be determined by DISTRICT in its sole discretion and shall not exceed \$15,000,000. This Contract is not exclusive. CONTRACTOR expressly acknowledges and agrees that DISTRICT may purchase at its sole discretion, services that are identical or similar to the services described in this Contract from any third party.
10. TASK ORDERS – Each Task Order will specify the following items, as relevant: specific services requested, schedule for services, location where services are to be performed (with contact person), and cost or estimated cost of services. Each Task Order issued under this Contract shall be made part of, and be incorporated into this Contract, and shall reference this Contract on the face of each Task Order. Should any Task Order not conform to or satisfy the terms of this Contract, CONTRACTOR shall have five (5) business days after receipt to reject the Task Order. By not rejecting the Task Order within five (5) business days, CONTRACTOR will have accepted the Task Order. Acceptance by CONTRACTOR is limited to the provisions of this Contract and the Task Order. No additional or different provisions proposed by CONTRACTOR or DISTRICT shall apply. In addition, the parties agree that this Contract and accepted Task Orders constitute a contract for services and satisfy all statutory and legal formalities of a contract.
11. PRICING, INVOICES, AND PAYMENT
- A. DISTRICT shall pay CONTRACTOR for all services ordered and provided in compliance with the terms and conditions of this Contract and with Task Orders issued under this Contract.
- B. CONTRACTOR shall submit original invoices to DISTRICT in form and substance and format reasonably acceptable to DISTRICT. Each invoice, including supporting documentation, must be prepared in duplicate on CONTRACTOR's letterhead; must list DISTRICT's contract number, Purchase Order Number, and the CONTRACTOR's Social Security Number or Federal Employer Identification Number; and must be submitted to: Bay Area Air Quality Management District, 375 Beale Street, Suite 600, San Francisco, CA 94105, Attn: SID Off-Road Program Manager.
- C. Except as specifically set forth in Attachment A or in Task Orders under this Contract, DISTRICT shall not be responsible for any additional costs or expenses of any nature incurred by CONTRACTOR in connection with the provision of the services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc.
- D. CONTRACTOR represents, warrants and covenants that the prices, charges and fees for services set forth in this Contract (on the whole) are at least as favorable as the prices, charges and fees CONTRACTOR charges (on the whole) to other of its customers or clients for the same or substantially similar services provided under the same or substantially similar circumstances, terms, and conditions. If CONTRACTOR agrees or contracts with other clients or customers similarly situated during the Term of this Contract, and offers or agrees to financial terms more favorable than those set forth herein (on the whole), CONTRACTOR hereby agrees that it will reduce the prices, charges and/or fees charged to DISTRICT in respect of the services hereunder to the most favorable rates received by those other clients or customers.
- E. It is mutually agreed that if the California Budget Act does not appropriate sufficient funds for the services provided for in this Contract, this Contract shall be of no further force and effect. In this event, the DISTRICT and the State will have no liability to pay any funds whatsoever to CONTRACTOR, and CONTRACTOR will not be obligated to perform any services described in this Contract.

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

DISTRICT: Bay Area Air Quality Management District
375 Beale Street, Suite 600
San Francisco, CA 94105
Attn: Director of Strategic Incentives

CONTRACTOR: Horizon Distributors, Inc.
1880 Arnold Ind Pl.,
Concord, CA 94520
Attn: Janine Blossl

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

15. EMPLOYEES OF CONTRACTOR

- A. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation leave, vacation replacements, sick leave, severance pay, and pay for legal holidays.
- B. CONTRACTOR, its officers, employees, agents, or representatives shall act in an independent capacity and shall not be considered employees or agents of DISTRICT or CARB, 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 or CARB to its/their employees.

16. **CONFIDENTIALITY** – In order to carry out the purposes of this Contract, CONTRACTOR may require access to or obtain certain of DISTRICT’s or CARB’s confidential information (including trade secrets, inventions, confidential know-how, confidential business information including customer information, and other information that DISTRICT or CARB considers confidential) (collectively, “Confidential Information”). It is expressly understood and agreed that DISTRICT or CARB may designate in a conspicuous manner Confidential Information that CONTRACTOR obtains from DISTRICT or CARB, 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. If CONTRACTOR believes disclosure of Confidential Information may be required by law, first give DISTRICT and/or CARB at least ten (10) calendar days’ written notice prior to any planned disclosure of Confidential Information so that DISTRICT and/or CARB can seek an order preventing disclosure from a court of competent jurisdiction.
 - H. Identify any information CONTRACTOR provides DISTRICT and/or CARB that it asserts is confidential in accordance with California Code of Regulations, title 17, sections 91011 and 91022. CONTRACTOR acknowledges that any information provided to DISTRICT and/or CARB may be released (1) to the DISTRICT or CARB, (2) to the public upon request, except information exempt from disclosure or the disclosure of which is prohibited by law, and (3) to the federal Environmental Protection Agency. CONTRACTOR further acknowledges that DISTRICT and/or CARB may anonymize and aggregate confidential information received and make such information public.
 - I. Establish specific procedures in order to fulfill the obligations of this section.

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

18. PUBLICATION

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

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

19. AUDIT / INSPECTION OF RECORDS – 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 DISTRICT, CARB, the California Department of General Services, the California Department of Finance, the California State Auditor and other duly authorized agents of the State of California for a period of five (5) years after termination, cancellation or expiration of this Contract, or five (5) years after final payment under this Contract or conclusion of activities funded under this Contract, whichever is later. 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. CONTRACTOR will cooperate fully, without delay, in all audits, inquiries, and investigations initiated by or on behalf of the DISTRICT and/or the State of California concerning or relating to compliance with local, state, or federal air quality laws, and with this Contract, including but not limited to timely submission of any and all records requested and full cooperation with any on-site inspections.

20. NON-DISCRIMINATION – In the performance of this Contract, CONTRACTOR shall not discriminate in its recruitment, hiring, promotion, demotion, and termination practices, or harass or allow harassment of any employee, on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, medical condition, reproductive health decision making, genetic information, gender, gender identity, gender expression, age (over 40), veteran or military status, physical or mental disability, or any other characteristic protected by law. CONTRACTOR shall not unlawfully deny family-care leave, medical-care leave, pregnancy-disability leave or other legally protected leave. CONTRACTOR 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, which are incorporated herein by reference. CONTRACTOR shall comply with California Government Code section 11135; Title VI of the U.S. Civil Rights Act of 1964; Section 504 of the federal Rehabilitation Act of 1973; the federal Age Discrimination Act of 1975; Section 13 of the Federal Water Pollution Control Act of 1972; and U.S. Environmental Protection Agency’s implementing regulations at 40 C.F.R. Parts 5 and 7. CONTRACTOR shall give notice of this section to labor organizations with which they may have a collective bargaining or other agreement. CONTRACTOR shall permit access by representatives of DISTRICT, CARB, California Civil Rights Department, or U.S. EPA to all information required to ensure compliance with this clause. CONTRACTOR acknowledges that CARB will submit a complaint to the California Civil Rights Department for investigation if it has information that CONTRACTOR has violated this clause, and that CONTRACTOR may be subject to remedial action and termination of this Contract. The CARB Civil Rights Policy applies to this Contract. CONTRACTOR shall also require each subcontractor performing services in connection with this Contract to comply with this section and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.
21. 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.
22. 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. Any assignment may be subject to approval by CARB.
23. 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.
24. 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.

25. FORCE MAJEURE – Neither DISTRICT nor CONTRACTOR nor CARB 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, flood, earthquake or other physical natural disasters, 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, government declaration of emergency, national or State declared pandemics, or other causes, except financial, that are beyond the reasonable control of DISTRICT or CONTRACTOR or CARB, 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. DISTRICT may terminate this Contract immediately in writing without penalty to either party in the event CONTRACTOR invokes this clause. If the Contract is not terminated by DISTRICT, upon completion of the event of force majeure, CONTRACTOR must, as soon as reasonably practicable, recommence performance of its obligations under this Contract.
26. 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.
27. 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.
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 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.
30. 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.
31. SURVIVAL OF TERMS – The following provisions shall survive the expiration or termination of this Contract: Sections 8 (Indemnification), 15 (Employees of Contractor), 16 (Confidentiality), 17 (Intellectual Property), 18 (Publication), 19 (Audit / Inspection of Records), 20 (Non-Discrimination) (with regard to Contractor's acknowledgment that CARB will file a complaint if it has information that

Contractor has violated the clause), 26 (Severability), and Attachment B, Paragraph 2 (Payment (Recapture) On Demand), Attachment B, Paragraph 3 (Third Party Beneficiary), Attachment B, Paragraph 5 (Non-Exclusive Remedies), Attachment B, Paragraph 8 (Contractor's Responsibility for Work), Attachment B, Paragraph 9 (Incorporated Documents), and Attachment B, Paragraph 11 (Personally Identifiable Information (PII)).

32. AUTHORIZED SIGNATURE – CONTRACTOR agrees, under penalty of perjury, that it has signed or authorized the signing of this Contract by a person with full power and legal authority to sign this Contract, and that all statements, responses and information provided to the DISTRICT in pursuit of the Contract are true and correct. CONTRACTOR agrees that all statements, responses and information are subject to investigation by the DISTRICT and CARB, or their representatives, and that any false statements, responses or information may be in violation of the California False Claims Act, is in breach of this Contract, and may disqualify CONTRACTOR from receiving any existing or further funding. By signing this Contract, CONTRACTOR is bound to and will comply with all terms and conditions of this Contract, including those in any Attachments.

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

HORIZON DISTRIBUTORS, INC.

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

By: _____
Daniel Sanchez
Regional Manager

Date: _____

Date: _____

Approved as to form:

By: _____
Alexander G. Crockett
General Counsel

Attachment A

Program Background

The DISTRICT has partnered with the California Air Resources Board (CARB) on the implementation of the Carl Moyer Memorial Air Quality Standards Attainment Program (Carl Moyer Program) since 1998. The Carl Moyer Program outlines the requirements for the administration and funding of projects that replace existing equipment with cleaner-than-required equipment to reduce air pollution. CARB's guidelines outline the minimum criteria and requirements for selecting, funding, and monitoring eligible projects. The most recently adopted version, the Carl Moyer Program Guidelines, 2024 Revisions, approved by CARB in October 2024, includes Chapter 9, which details the requirements for replacing conventional, high-polluting, combustion lawn and garden equipment with qualifying zero-emission equipment. Chapters 2 and 3 describe the administrative requirements for Moyer-funded projects.

The DISTRICT has developed an Electric Lawn and Garden Equipment Replacement Program (eL&G Program) that complies with Carl Moyer Program requirements and is contracting with companies that seek to participate in the Program, in accordance with the requirements of this Contract and Task Order(s).

General Description of Services

CONTRACTOR will deliver a range of services necessary for the successful implementation of the DISTRICT's eL&G Program. These services will be detailed in the Task Order(s) issued under this Contract. CONTRACTOR's duties as an authorized vendor may include coordinating with potential Program applicants and participants, facilitating the sale of pre-approved equipment and the permanent destruction of existing ("baseline") equipment, providing advance payments (as discounts) to Program participants, submitting reimbursement requests after the qualifying sale and destruction of baseline equipment have been completed for eligible amounts, managing and storing documentation in compliance with record retention requirements, submitting required reports on the Program's status, and ensuring compliance with all Program requirements.

CONTRACTOR seeks to participate as an authorized vendor for the Program and agrees to comply with all Program requirements. CONTRACTOR has had a valid business license for at least two years.

Attachment B
California Air Resources Board (CARB) Requirements

CONTRACTOR and its subcontractors, employees and agents shall comply with the following requirements of the California Air Resources Board (CARB).

1. CONFLICT OF INTEREST

- A. CONTRACTOR certifies that it is in compliance with all applicable state and federal conflict of interest laws and will remain in compliance with all such laws during the Term of this Contract.
- B. CONTRACTOR certifies that it has no interest, and will not acquire any interest, direct or indirect, which will conflict with its ability to impartially perform the tasks described in this Contract.
- C. CONTRACTOR agrees that it must disclose any direct or indirect financial interest which may pose an actual, apparent, or potential conflict of interest. CONTRACTOR agrees that the nature and extent of any actual, apparent, or potential conflict of interest may be a basis for disqualification from receiving any funds from the DISTRICT.
- D. CONTRACTOR will immediately advise the DISTRICT in writing of any potential new conflicts of interest as they arise.

2. PAYMENT (RECAPTURE) ON DEMAND

- A. CONTRACTOR will, upon notification by the DISTRICT and/or CARB or their authorized representative(s) of an overpayment, wrongful payment, or a violation of or failure to comply with any term or condition of this Contract, remit to the DISTRICT or its authorized representative the requested amount within sixty (60) days from the date of issuance of said notice.
- B. CONTRACTOR agrees that the DISTRICT or CARB, or their designee, may require CONTRACTOR to return funds it received due to termination for cause of this Contract, or for CONTRACTOR's misinformation, misrepresentation, misuse of funds, or fraud. DISTRICT and CARB also reserve the right to prohibit CONTRACTOR from participating in current or future funding programs.

3. THIRD-PARTY BENEFICIARY

- A. CONTRACTOR agrees that the State of California, acting by and through CARB, is an intended third-party beneficiary to this Contract. CONTRACTOR will name CARB and the State of California as third-party beneficiaries in all subcontracts entered into using funds from this Contract and provide copies of these agreements upon request.

4. COMPLIANCE WITH AIR QUALITY LAWS

- A. CONTRACTOR certifies that it is in compliance with all applicable federal, state, and local air quality rules and regulations ("air quality laws"), and will remain in compliance with all air quality laws throughout the Term of this Contract.
- B. CONTRACTOR agrees that compliance with air quality laws is a precondition to the receipt of funding under this Contract.
- C. CONTRACTOR agrees that the DISTRICT may, at its discretion, terminate this Contract without any obligation to pay CONTRACTOR if CONTRACTOR is in continuing violation of applicable air quality laws.
- D. CONTRACTOR agrees that, if DISTRICT has made payments to CONTRACTOR under this Contract, and CONTRACTOR is in continuing violation of applicable air quality laws, the DISTRICT may, at its discretion, require CONTRACTOR to return some or all of the funding. CONTRACTOR will promptly return funding to the DISTRICT within the time specified by the DISTRICT.

5. NON-EXCLUSIVE REMEDIES

- A. The remedies set forth in this Contract are contractual in nature. CONTRACTOR agrees that nothing in this Contract limits or precludes the State of California or the DISTRICT from taking any enforcement action, exercising any police power, or prosecuting any violation of law against CONTRACTOR, its employees, officers, agents, assigns, representatives, contractors, subcontractors, affiliates or any third parties.
- B. CONTRACTOR agrees that it will promptly notify the DISTRICT of any and all suspected or known breaches of this Contract, misinformation, misrepresentation, fraud, or misuse of funds provided under this Contract.

6. RUSSIAN SANCTIONS

- A. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 regarding Economic Sanctions against Russia and Russian entities and individuals imposed by the federal or state government in response to Russia's actions in Ukraine.
- B. CONTRACTOR represents and warrants that it is not a target of Economic Sanctions, and that it will refrain from conducting prohibited transactions with sanctioned individuals or entities through the Contract Term.

7. FUNDING PROHIBITIONS FOR SECTARIAN PURPOSES AND NON-PUBLIC SCHOOLS

- A. CONTRACTOR may only use or authorize the use of funding provided under this Contract in a manner consistent with the California Constitution, article XVI, section 5 and article IX, section 8 (prohibiting grant fund awards to non-public schools), and federal law. CONTRACTOR agrees to follow guidance from DISTRICT regarding funding prohibitions for sectarian purposes and non-public schools.
- B. CONTRACTOR agrees to provide any information requested by DISTRICT and/or CARB to ensure compliance with this provision.

8. CONTRACTOR'S RESPONSIBILITY FOR WORK

- A. DISTRICT and/or CARB are not responsible for disputes arising out of CONTRACTOR's contracts for work on a project funded by this Contract, including but not limited to payment disputes with recipients of funding.
- B. DISTRICT and/or CARB will not mediate disputes between CONTRACTOR and any other entity.

9. INCORPORATED DOCUMENTS

- A. The following documents are incorporated by reference into this Contract.
 - 1. CARB-approved DISTRICT application to administer the Carl Moyer Program.
 - 2. DISTRICT Carl Moyer Policies and Procedures.
 - 3. Carl Moyer Program 2024 Guidelines (and future updates, advisories and mail-outs)
 - 4. Funding Agricultural Replacement Measures for Emission Reductions (FARMER) 2024 Guidelines (and future updates, advisories and mail-outs), as applicable.

10. OFFICE OF FOREIGN ASSET CONTROL

- A. Transactions are prohibited if they involve the property or interests in property of an entity or individual listed on the Office of Foreign Asset Control (OFAC) targeted lists. The property and interests in property of an entity that is 50 percent or more owned by one or more persons whose

property and interests in property are blocked pursuant to any part of 31 C.F.R. chapter V are also blocked.

- B. CONTRACTOR agrees that is not in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists.

11. PERSONALLY IDENTIFIABLE INFORMATION (PII)

- A. Information or data that personally identifies an individual is confidential in accordance with relevant State or federal law.
- B. CONTRACTOR agrees to comply with all applicable PII law and safeguard all PII which comes into their possession under this Contract. CONTRACTOR will not release PII, except as required by law, court order, or legal process.

12. PREVAILING WAGES

- A. CONTRACTOR agrees to be bound by and comply with all applicable provisions of the California Labor Code Section 1720-1861 regarding prevailing wages and labor compliance.

13. PROFESSIONALS

- A. CONTRACTOR agrees that only licensed professionals will be used to perform services under this Contract where such services are required to be performed by licensed professionals under State law.

DRAFT

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

MASTER SERVICES CONTRACT

CONTRACT NO. 2025.136

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 **Larsengines** (“CONTRACTOR”) whose address is 979 Transport Way, Petaluma, CA 94954.
2. RECITALS
 - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for Services as defined herein. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the Services.
 - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
3. DEFINITIONS
 - A. “Purchase Order” shall mean the written or electronic document used by DISTRICT to track payments to CONTRACTOR under this Contract.
 - B. “Services” shall mean the services to be provided by CONTRACTOR hereunder as generally described in the General Description of Services, attached hereto as Attachment A and made a part hereof by this reference, and as specifically described in Task Orders issued pursuant to this Contract.
 - C. “Task Order” shall mean a written request by DISTRICT for specific services to be performed by CONTRACTOR.
4. PERFORMANCE REQUIREMENTS
 - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
 - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
 - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
 - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
 - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
 - F. CONTRACTOR shall ensure that any subcontractors, employees, officers and agents performing under this Contract comply with all of the terms of this Contract.

- G. CONTRACTOR and its subcontractors, employees and agents shall comply with all requirements of the California Air Resources Board (CARB), which are described at Attachment B and incorporated herein by this reference.
5. TERM – The term of this Contract is from the latter date of Contract execution to June 29, 2028 unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.
6. TERMINATION
- A. The DISTRICT may terminate this Contract at any time, at will, and without specifying any reason, by notifying CONTRACTOR in writing. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of delivery of the notice of termination, and shall be delivered in accordance with the provisions of section 13 below. Immediately upon receipt of the notice of termination, CONTRACTOR shall cease all services under this Contract, except such services as are specified in the notice of termination. CONTRACTOR shall deliver a final invoice for all remaining services performed but not billed, including any services specified in the termination notice, on or before ten (10) business days following the termination date.
- B. Either party may terminate this Contract for breach by the other party.
- i) Failure to perform any agreement or obligation contained in this Contract or failure to complete the services in a satisfactory manner shall constitute a breach of the Contract.
- ii) The non-breaching party may terminate the Contract by delivery of a written notice of breach. The notice of breach shall specify the date of termination, which shall be no earlier than ten (10) business days from delivery of the notice of breach. In the alternative, at its sole discretion, the non-breaching party may require the breaching party to cure the breach. The notice of breach shall specify the nature of the breach and the date by which such breach must be cured.
- iii) If CONTRACTOR fails to perform any obligation under this Contract, DISTRICT at its sole discretion, may perform, or cause the performance, of the obligation itself. In that event, DISTRICT shall deduct the costs to perform such obligation and any other costs to cure the breach from the payment otherwise due to CONTRACTOR for work performed under this Contract. DISTRICT's performance hereunder shall not be deemed a waiver or release of any obligation of, or default by, CONTRACTOR under this Contract.
- iv) The notice of breach shall be provided in accordance with the notice requirements set forth in section 13.
- v) The non-breaching party reserves all rights under law and equity to enforce this Contract and recover any damages, including but not limited to repayment of funds pursuant to Paragraph 2 of Attachment B.
7. INSURANCE
- A. CONTRACTOR shall maintain the following insurance:
- i) Workers' compensation and employers' liability insurance as required by California law or other applicable statutory requirements.
- ii) Occurrence-based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each occurrence. Such insurance shall include DISTRICT and its officers, agents, and employees as additional insureds and shall be primary with respect to any insurance maintained by DISTRICT.

- iii) Business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles. If CONTRACTOR is a sole proprietor, CONTRACTOR may meet this insurance requirement with personal automobile liability insurance carrying a business use endorsement or by demonstrating to the satisfaction of DISTRICT that business use is covered under the CONTRACTOR's personal automobile liability insurance. A CONTRACTOR using only rental vehicles in performing work under this Contract may meet this insurance requirement by purchasing automobile liability insurance in the required coverage amount from the rental agency.
 - B. All insurance shall be placed with insurers acceptable to DISTRICT.
 - C. Prior to commencement of work under this Contract, CONTRACTOR shall furnish properly-executed certificates of insurance for all required insurance. Upon request by DISTRICT, CONTRACTOR shall provide a complete copy of any required insurance policy. CONTRACTOR shall notify DISTRICT in writing thirty (30) days prior to cancellation or modification of any required insurance policy. Any such modifications are subject to pre-approval by DISTRICT.
 - D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or to terminate this Contract for breach.
8. INDEMNIFICATION
- A. CONTRACTOR shall indemnify and hold DISTRICT, its officers, employees, and agents, representatives, and successors-in-interest 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, except for losses arising out of the gross negligence or willful misconduct of DISTRICT.
 - B. CONTRACTOR shall indemnify and hold harmless the State of California, CARB, and its/their officers, employees, and agents, representatives, and successors-in-interest 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, except for losses arising out of the gross negligence or willful misconduct of CARB.
9. AGREEMENT TO PROVIDE SERVICES
- A. CONTRACTOR hereby agrees to provide to DISTRICT, as DISTRICT may from time to time designate, such services as DISTRICT may order by Task Order, all in accordance with and subject to the terms, covenants and conditions of this Contract. DISTRICT agrees to pay for these services ordered by DISTRICT in accordance with and subject to the terms, covenants and conditions of this Contract.
 - B. All Task Orders issued by DISTRICT to CONTRACTOR for services during the term of this Contract are subject to the provisions of this Contract as though fully set forth in such Task Order. In the event that the provisions of this Contract conflict with any Task Order issued by DISTRICT to CONTRACTOR, the provisions of this Contract shall govern. No other terms and conditions, including, but not limited to, those contained in CONTRACTOR's standard printed terms and conditions, on CONTRACTOR's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Contract, any Task Order, or any transactions occurring pursuant hereto or thereto, unless this Contract shall be specifically amended to adopt such other terms and conditions in writing by the parties.

- C. Notwithstanding any other provision of this Contract to the contrary, DISTRICT shall have no obligation to order or purchase any services hereunder and the placement of any Task Order shall be in the sole discretion of DISTRICT. Without limiting the generality of the foregoing, the actual quantity of services to be purchased hereunder shall be determined by DISTRICT in its sole discretion and shall not exceed \$15,000,000. This Contract is not exclusive. CONTRACTOR expressly acknowledges and agrees that DISTRICT may purchase at its sole discretion, services that are identical or similar to the services described in this Contract from any third party.
10. TASK ORDERS – Each Task Order will specify the following items, as relevant: specific services requested, schedule for services, location where services are to be performed (with contact person), and cost or estimated cost of services. Each Task Order issued under this Contract shall be made part of, and be incorporated into this Contract, and shall reference this Contract on the face of each Task Order. Should any Task Order not conform to or satisfy the terms of this Contract, CONTRACTOR shall have five (5) business days after receipt to reject the Task Order. By not rejecting the Task Order within five (5) business days, CONTRACTOR will have accepted the Task Order. Acceptance by CONTRACTOR is limited to the provisions of this Contract and the Task Order. No additional or different provisions proposed by CONTRACTOR or DISTRICT shall apply. In addition, the parties agree that this Contract and accepted Task Orders constitute a contract for services and satisfy all statutory and legal formalities of a contract.
11. PRICING, INVOICES, AND PAYMENT
- A. DISTRICT shall pay CONTRACTOR for all services ordered and provided in compliance with the terms and conditions of this Contract and with Task Orders issued under this Contract.
- B. CONTRACTOR shall submit original invoices to DISTRICT in form and substance and format reasonably acceptable to DISTRICT. Each invoice, including supporting documentation, must be prepared in duplicate on CONTRACTOR's letterhead; must list DISTRICT's contract number, Purchase Order Number, and the CONTRACTOR's Social Security Number or Federal Employer Identification Number; and must be submitted to: Bay Area Air Quality Management District, 375 Beale Street, Suite 600, San Francisco, CA 94105, Attn: SID Off-Road Program Manager.
- C. Except as specifically set forth in Attachment A or in Task Orders under this Contract, DISTRICT shall not be responsible for any additional costs or expenses of any nature incurred by CONTRACTOR in connection with the provision of the services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc.
- D. CONTRACTOR represents, warrants and covenants that the prices, charges and fees for services set forth in this Contract (on the whole) are at least as favorable as the prices, charges and fees CONTRACTOR charges (on the whole) to other of its customers or clients for the same or substantially similar services provided under the same or substantially similar circumstances, terms, and conditions. If CONTRACTOR agrees or contracts with other clients or customers similarly situated during the Term of this Contract, and offers or agrees to financial terms more favorable than those set forth herein (on the whole), CONTRACTOR hereby agrees that it will reduce the prices, charges and/or fees charged to DISTRICT in respect of the services hereunder to the most favorable rates received by those other clients or customers.
- E. It is mutually agreed that if the California Budget Act does not appropriate sufficient funds for the services provided for in this Contract, this Contract shall be of no further force and effect. In this event, the DISTRICT and the State will have no liability to pay any funds whatsoever to CONTRACTOR, and CONTRACTOR will not be obligated to perform any services described in this Contract.

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

DISTRICT: Bay Area Air Quality Management District
375 Beale Street, Suite 600
San Francisco, CA 94105
Attn: Director of Strategic Incentives

CONTRACTOR: Larsengines
979 Transport Way,
Petaluma, CA 94954
Attn: Emily Chamberlain

14. ADDITIONAL PROVISIONS – All attachment(s) to this Contract are expressly incorporated herein by this reference and made a part hereof as though fully set forth.
15. EMPLOYEES OF CONTRACTOR
- A. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation leave, vacation replacements, sick leave, severance pay, and pay for legal holidays.
 - B. CONTRACTOR, its officers, employees, agents, or representatives shall act in an independent capacity and shall not be considered employees or agents of DISTRICT or CARB, 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 or CARB to its/their employees.

16. **CONFIDENTIALITY** – In order to carry out the purposes of this Contract, CONTRACTOR may require access to or obtain certain of DISTRICT’s or CARB’s confidential information (including trade secrets, inventions, confidential know-how, confidential business information including customer information, and other information that DISTRICT or CARB considers confidential) (collectively, “Confidential Information”). It is expressly understood and agreed that DISTRICT or CARB may designate in a conspicuous manner Confidential Information that CONTRACTOR obtains from DISTRICT or CARB, 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. If CONTRACTOR believes disclosure of Confidential Information may be required by law, first give DISTRICT and/or CARB at least ten (10) calendar days’ written notice prior to any planned disclosure of Confidential Information so that DISTRICT and/or CARB can seek an order preventing disclosure from a court of competent jurisdiction.
 - H. Identify any information CONTRACTOR provides DISTRICT and/or CARB that it asserts is confidential in accordance with California Code of Regulations, title 17, sections 91011 and 91022. CONTRACTOR acknowledges that any information provided to DISTRICT and/or CARB may be released (1) to the DISTRICT or CARB, (2) to the public upon request, except information exempt from disclosure or the disclosure of which is prohibited by law, and (3) to the federal Environmental Protection Agency. CONTRACTOR further acknowledges that DISTRICT and/or CARB may anonymize and aggregate confidential information received and make such information public.
 - I. Establish specific procedures in order to fulfill the obligations of this section.

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

18. PUBLICATION

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

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

19. AUDIT / INSPECTION OF RECORDS – 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 DISTRICT, CARB, the California Department of General Services, the California Department of Finance, the California State Auditor and other duly authorized agents of the State of California for a period of five (5) years after termination, cancellation or expiration of this Contract, or five (5) years after final payment under this Contract or conclusion of activities funded under this Contract, whichever is later. 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. CONTRACTOR will cooperate fully, without delay, in all audits, inquiries, and investigations initiated by or on behalf of the DISTRICT and/or the State of California concerning or relating to compliance with local, state, or federal air quality laws, and with this Contract, including but not limited to timely submission of any and all records requested and full cooperation with any on-site inspections.

20. NON-DISCRIMINATION – In the performance of this Contract, CONTRACTOR shall not discriminate in its recruitment, hiring, promotion, demotion, and termination practices, or harass or allow harassment of any employee, on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, medical condition, reproductive health decision making, genetic information, gender, gender identity, gender expression, age (over 40), veteran or military status, physical or mental disability, or any other characteristic protected by law. CONTRACTOR shall not unlawfully deny family-care leave, medical-care leave, pregnancy-disability leave or other legally protected leave. CONTRACTOR 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, which are incorporated herein by reference. CONTRACTOR shall comply with California Government Code section 11135; Title VI of the U.S. Civil Rights Act of 1964; Section 504 of the federal Rehabilitation Act of 1973; the federal Age Discrimination Act of 1975; Section 13 of the Federal Water Pollution Control Act of 1972; and U.S. Environmental Protection Agency’s implementing regulations at 40 C.F.R. Parts 5 and 7. CONTRACTOR shall give notice of this section to labor organizations with which they may have a collective bargaining or other agreement. CONTRACTOR shall permit access by representatives of DISTRICT, CARB, California Civil Rights Department, or U.S. EPA to all information required to ensure compliance with this clause. CONTRACTOR acknowledges that CARB will submit a complaint to the California Civil Rights Department for investigation if it has information that CONTRACTOR has violated this clause, and that CONTRACTOR may be subject to remedial action and termination of this Contract. The CARB Civil Rights Policy applies to this Contract. CONTRACTOR shall also require each subcontractor performing services in connection with this Contract to comply with this section and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.
21. 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.
22. 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. Any assignment may be subject to approval by CARB.
23. 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.
24. 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.

25. FORCE MAJEURE – Neither DISTRICT nor CONTRACTOR nor CARB 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, flood, earthquake or other physical natural disasters, 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, government declaration of emergency, national or State declared pandemics, or other causes, except financial, that are beyond the reasonable control of DISTRICT or CONTRACTOR or CARB, 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. DISTRICT may terminate this Contract immediately in writing without penalty to either party in the event CONTRACTOR invokes this clause. If the Contract is not terminated by DISTRICT, upon completion of the event of force majeure, CONTRACTOR must, as soon as reasonably practicable, recommence performance of its obligations under this Contract.
26. 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.
27. 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.
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 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.
30. 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.
31. SURVIVAL OF TERMS – The following provisions shall survive the expiration or termination of this Contract: Sections 8 (Indemnification), 15 (Employees of Contractor), 16 (Confidentiality), 17 (Intellectual Property), 18 (Publication), 19 (Audit / Inspection of Records), 20 (Non-Discrimination) (with regard to Contractor's acknowledgment that CARB will file a complaint if it has information that

Contractor has violated the clause), 26 (Severability), and Attachment B, Paragraph 2 (Payment (Recapture) On Demand), Attachment B, Paragraph 3 (Third Party Beneficiary), Attachment B, Paragraph 5 (Non-Exclusive Remedies), Attachment B, Paragraph 8 (Contractor's Responsibility for Work), Attachment B, Paragraph 9 (Incorporated Documents), and Attachment B, Paragraph 11 (Personally Identifiable Information (PII)).

32. AUTHORIZED SIGNATURE – CONTRACTOR agrees, under penalty of perjury, that it has signed or authorized the signing of this Contract by a person with full power and legal authority to sign this Contract, and that all statements, responses and information provided to the DISTRICT in pursuit of the Contract are true and correct. CONTRACTOR agrees that all statements, responses and information are subject to investigation by the DISTRICT and CARB, or their representatives, and that any false statements, responses or information may be in violation of the California False Claims Act, is in breach of this Contract, and may disqualify CONTRACTOR from receiving any existing or further funding. By signing this Contract, CONTRACTOR is bound to and will comply with all terms and conditions of this Contract, including those in any Attachments.

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

LARSENGINES

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

By: _____
Emily Chamberlain
Outdoor Power Equipment Regional
Manager

Date: _____

Date: _____

Approved as to form:

By: _____
Alexander G. Crockett
General Counsel

Attachment A

Program Background

The DISTRICT has partnered with the California Air Resources Board (CARB) on the implementation of the Carl Moyer Memorial Air Quality Standards Attainment Program (Carl Moyer Program) since 1998. The Carl Moyer Program outlines the requirements for the administration and funding of projects that replace existing equipment with cleaner-than-required equipment to reduce air pollution. CARB's guidelines outline the minimum criteria and requirements for selecting, funding, and monitoring eligible projects. The most recently adopted version, the Carl Moyer Program Guidelines, 2024 Revisions, approved by CARB in October 2024, includes Chapter 9, which details the requirements for replacing conventional, high-polluting, combustion lawn and garden equipment with qualifying zero-emission equipment. Chapters 2 and 3 describe the administrative requirements for Moyer-funded projects.

The DISTRICT has developed an Electric Lawn and Garden Equipment Replacement Program (eL&G Program) that complies with Carl Moyer Program requirements and is contracting with companies that seek to participate in the Program, in accordance with the requirements of this Contract and Task Order(s).

General Description of Services

CONTRACTOR will deliver a range of services necessary for the successful implementation of the DISTRICT's eL&G Program. These services will be detailed in the Task Order(s) issued under this Contract. CONTRACTOR's duties as an authorized vendor may include coordinating with potential Program applicants and participants, facilitating the sale of pre-approved equipment and the permanent destruction of existing ("baseline") equipment, providing advance payments (as discounts) to Program participants, submitting reimbursement requests after the qualifying sale and destruction of baseline equipment have been completed for eligible amounts, managing and storing documentation in compliance with record retention requirements, submitting required reports on the Program's status, and ensuring compliance with all Program requirements.

CONTRACTOR seeks to participate as an authorized vendor for the Program and agrees to comply with all Program requirements. CONTRACTOR has had a valid business license for at least two years.

Attachment B
California Air Resources Board (CARB) Requirements

CONTRACTOR and its subcontractors, employees and agents shall comply with the following requirements of the California Air Resources Board (CARB).

1. CONFLICT OF INTEREST

- A. CONTRACTOR certifies that it is in compliance with all applicable state and federal conflict of interest laws and will remain in compliance with all such laws during the Term of this Contract.
- B. CONTRACTOR certifies that it has no interest, and will not acquire any interest, direct or indirect, which will conflict with its ability to impartially perform the tasks described in this Contract.
- C. CONTRACTOR agrees that it must disclose any direct or indirect financial interest which may pose an actual, apparent, or potential conflict of interest. CONTRACTOR agrees that the nature and extent of any actual, apparent, or potential conflict of interest may be a basis for disqualification from receiving any funds from the DISTRICT.
- D. CONTRACTOR will immediately advise the DISTRICT in writing of any potential new conflicts of interest as they arise.

2. PAYMENT (RECAPTURE) ON DEMAND

- A. CONTRACTOR will, upon notification by the DISTRICT and/or CARB or their authorized representative(s) of an overpayment, wrongful payment, or a violation of or failure to comply with any term or condition of this Contract, remit to the DISTRICT or its authorized representative the requested amount within sixty (60) days from the date of issuance of said notice.
- B. CONTRACTOR agrees that the DISTRICT or CARB, or their designee, may require CONTRACTOR to return funds it received due to termination for cause of this Contract, or for CONTRACTOR's misinformation, misrepresentation, misuse of funds, or fraud. DISTRICT and CARB also reserve the right to prohibit CONTRACTOR from participating in current or future funding programs.

3. THIRD-PARTY BENEFICIARY

- A. CONTRACTOR agrees that the State of California, acting by and through CARB, is an intended third-party beneficiary to this Contract. CONTRACTOR will name CARB and the State of California as third-party beneficiaries in all subcontracts entered into using funds from this Contract and provide copies of these agreements upon request.

4. COMPLIANCE WITH AIR QUALITY LAWS

- A. CONTRACTOR certifies that it is in compliance with all applicable federal, state, and local air quality rules and regulations ("air quality laws"), and will remain in compliance with all air quality laws throughout the Term of this Contract.
- B. CONTRACTOR agrees that compliance with air quality laws is a precondition to the receipt of funding under this Contract.
- C. CONTRACTOR agrees that the DISTRICT may, at its discretion, terminate this Contract without any obligation to pay CONTRACTOR if CONTRACTOR is in continuing violation of applicable air quality laws.
- D. CONTRACTOR agrees that, if DISTRICT has made payments to CONTRACTOR under this Contract, and CONTRACTOR is in continuing violation of applicable air quality laws, the DISTRICT may, at its discretion, require CONTRACTOR to return some or all of the funding. CONTRACTOR will promptly return funding to the DISTRICT within the time specified by the DISTRICT.

5. NON-EXCLUSIVE REMEDIES

- A. The remedies set forth in this Contract are contractual in nature. CONTRACTOR agrees that nothing in this Contract limits or precludes the State of California or the DISTRICT from taking any enforcement action, exercising any police power, or prosecuting any violation of law against CONTRACTOR, its employees, officers, agents, assigns, representatives, contractors, subcontractors, affiliates or any third parties.
- B. CONTRACTOR agrees that it will promptly notify the DISTRICT of any and all suspected or known breaches of this Contract, misinformation, misrepresentation, fraud, or misuse of funds provided under this Contract.

6. RUSSIAN SANCTIONS

- A. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 regarding Economic Sanctions against Russia and Russian entities and individuals imposed by the federal or state government in response to Russia's actions in Ukraine.
- B. CONTRACTOR represents and warrants that it is not a target of Economic Sanctions, and that it will refrain from conducting prohibited transactions with sanctioned individuals or entities through the Contract Term.

7. FUNDING PROHIBITIONS FOR SECTARIAN PURPOSES AND NON-PUBLIC SCHOOLS

- A. CONTRACTOR may only use or authorize the use of funding provided under this Contract in a manner consistent with the California Constitution, article XVI, section 5 and article IX, section 8 (prohibiting grant fund awards to non-public schools), and federal law. CONTRACTOR agrees to follow guidance from DISTRICT regarding funding prohibitions for sectarian purposes and non-public schools.
- B. CONTRACTOR agrees to provide any information requested by DISTRICT and/or CARB to ensure compliance with this provision.

8. CONTRACTOR'S RESPONSIBILITY FOR WORK

- A. DISTRICT and/or CARB are not responsible for disputes arising out of CONTRACTOR's contracts for work on a project funded by this Contract, including but not limited to payment disputes with recipients of funding.
- B. DISTRICT and/or CARB will not mediate disputes between CONTRACTOR and any other entity.

9. INCORPORATED DOCUMENTS

- A. The following documents are incorporated by reference into this Contract.
 - 1. CARB-approved DISTRICT application to administer the Carl Moyer Program.
 - 2. DISTRICT Carl Moyer Policies and Procedures.
 - 3. Carl Moyer Program 2024 Guidelines (and future updates, advisories and mail-outs)
 - 4. Funding Agricultural Replacement Measures for Emission Reductions (FARMER) 2024 Guidelines (and future updates, advisories and mail-outs), as applicable.

10. OFFICE OF FOREIGN ASSET CONTROL

- A. Transactions are prohibited if they involve the property or interests in property of an entity or individual listed on the Office of Foreign Asset Control (OFAC) targeted lists. The property and interests in property of an entity that is 50 percent or more owned by one or more persons whose

property and interests in property are blocked pursuant to any part of 31 C.F.R. chapter V are also blocked.

- B. CONTRACTOR agrees that is not in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists.

11. PERSONALLY IDENTIFIABLE INFORMATION (PII)

- A. Information or data that personally identifies an individual is confidential in accordance with relevant State or federal law.
- B. CONTRACTOR agrees to comply with all applicable PII law and safeguard all PII which comes into their possession under this Contract. CONTRACTOR will not release PII, except as required by law, court order, or legal process.

12. PREVAILING WAGES

- A. CONTRACTOR agrees to be bound by and comply with all applicable provisions of the California Labor Code Section 1720-1861 regarding prevailing wages and labor compliance.

13. PROFESSIONALS

- A. CONTRACTOR agrees that only licensed professionals will be used to perform services under this Contract where such services are required to be performed by licensed professionals under State law.

DRAFT

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

MASTER SERVICES CONTRACT

CONTRACT NO. 2025.137

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 **Pellenc America** (“CONTRACTOR”) whose address is 3171 Guerneville Rd, Santa Rosa, CA 95401.
2. **RECITALS**
 - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for Services as defined herein. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the Services.
 - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
3. **DEFINITIONS**
 - A. “Purchase Order” shall mean the written or electronic document used by DISTRICT to track payments to CONTRACTOR under this Contract.
 - B. “Services” shall mean the services to be provided by CONTRACTOR hereunder as generally described in the General Description of Services, attached hereto as Attachment A and made a part hereof by this reference, and as specifically described in Task Orders issued pursuant to this Contract.
 - C. “Task Order” shall mean a written request by DISTRICT for specific services to be performed by CONTRACTOR.
4. **PERFORMANCE REQUIREMENTS**
 - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
 - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
 - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
 - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
 - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
 - F. CONTRACTOR shall ensure that any subcontractors, employees, officers and agents performing under this Contract comply with all of the terms of this Contract.

- G. CONTRACTOR and its subcontractors, employees and agents shall comply with all requirements of the California Air Resources Board (CARB), which are described at Attachment B and incorporated herein by this reference.
5. TERM – The term of this Contract is from the latter date of Contract execution to June 29, 2028 unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.
6. TERMINATION
- A. The DISTRICT may terminate this Contract at any time, at will, and without specifying any reason, by notifying CONTRACTOR in writing. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of delivery of the notice of termination, and shall be delivered in accordance with the provisions of section 13 below. Immediately upon receipt of the notice of termination, CONTRACTOR shall cease all services under this Contract, except such services as are specified in the notice of termination. CONTRACTOR shall deliver a final invoice for all remaining services performed but not billed, including any services specified in the termination notice, on or before ten (10) business days following the termination date.
- B. Either party may terminate this Contract for breach by the other party.
- i) Failure to perform any agreement or obligation contained in this Contract or failure to complete the services in a satisfactory manner shall constitute a breach of the Contract.
- ii) The non-breaching party may terminate the Contract by delivery of a written notice of breach. The notice of breach shall specify the date of termination, which shall be no earlier than ten (10) business days from delivery of the notice of breach. In the alternative, at its sole discretion, the non-breaching party may require the breaching party to cure the breach. The notice of breach shall specify the nature of the breach and the date by which such breach must be cured.
- iii) If CONTRACTOR fails to perform any obligation under this Contract, DISTRICT at its sole discretion, may perform, or cause the performance, of the obligation itself. In that event, DISTRICT shall deduct the costs to perform such obligation and any other costs to cure the breach from the payment otherwise due to CONTRACTOR for work performed under this Contract. DISTRICT's performance hereunder shall not be deemed a waiver or release of any obligation of, or default by, CONTRACTOR under this Contract.
- iv) The notice of breach shall be provided in accordance with the notice requirements set forth in section 13.
- v) The non-breaching party reserves all rights under law and equity to enforce this Contract and recover any damages, including but not limited to repayment of funds pursuant to Paragraph 2 of Attachment B.
7. INSURANCE
- A. CONTRACTOR shall maintain the following insurance:
- i) Workers' compensation and employers' liability insurance as required by California law or other applicable statutory requirements.
- ii) Occurrence-based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each occurrence. Such insurance shall include DISTRICT and its officers, agents, and employees as additional insureds and shall be primary with respect to any insurance maintained by DISTRICT.

- iii) Business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles. If CONTRACTOR is a sole proprietor, CONTRACTOR may meet this insurance requirement with personal automobile liability insurance carrying a business use endorsement or by demonstrating to the satisfaction of DISTRICT that business use is covered under the CONTRACTOR's personal automobile liability insurance. A CONTRACTOR using only rental vehicles in performing work under this Contract may meet this insurance requirement by purchasing automobile liability insurance in the required coverage amount from the rental agency.
 - B. All insurance shall be placed with insurers acceptable to DISTRICT.
 - C. Prior to commencement of work under this Contract, CONTRACTOR shall furnish properly-executed certificates of insurance for all required insurance. Upon request by DISTRICT, CONTRACTOR shall provide a complete copy of any required insurance policy. CONTRACTOR shall notify DISTRICT in writing thirty (30) days prior to cancellation or modification of any required insurance policy. Any such modifications are subject to pre-approval by DISTRICT.
 - D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or to terminate this Contract for breach.
8. INDEMNIFICATION
- A. CONTRACTOR shall indemnify and hold DISTRICT, its officers, employees, and agents, representatives, and successors-in-interest 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, except for losses arising out of the gross negligence or willful misconduct of DISTRICT.
 - B. CONTRACTOR shall indemnify and hold harmless the State of California, CARB, and its/their officers, employees, and agents, representatives, and successors-in-interest 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, except for losses arising out of the gross negligence or willful misconduct of CARB.
9. AGREEMENT TO PROVIDE SERVICES
- A. CONTRACTOR hereby agrees to provide to DISTRICT, as DISTRICT may from time to time designate, such services as DISTRICT may order by Task Order, all in accordance with and subject to the terms, covenants and conditions of this Contract. DISTRICT agrees to pay for these services ordered by DISTRICT in accordance with and subject to the terms, covenants and conditions of this Contract.
 - B. All Task Orders issued by DISTRICT to CONTRACTOR for services during the term of this Contract are subject to the provisions of this Contract as though fully set forth in such Task Order. In the event that the provisions of this Contract conflict with any Task Order issued by DISTRICT to CONTRACTOR, the provisions of this Contract shall govern. No other terms and conditions, including, but not limited to, those contained in CONTRACTOR's standard printed terms and conditions, on CONTRACTOR's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Contract, any Task Order, or any transactions occurring pursuant hereto or thereto, unless this Contract shall be specifically amended to adopt such other terms and conditions in writing by the parties.

- C. Notwithstanding any other provision of this Contract to the contrary, DISTRICT shall have no obligation to order or purchase any services hereunder and the placement of any Task Order shall be in the sole discretion of DISTRICT. Without limiting the generality of the foregoing, the actual quantity of services to be purchased hereunder shall be determined by DISTRICT in its sole discretion and shall not exceed \$15,000,000. This Contract is not exclusive. CONTRACTOR expressly acknowledges and agrees that DISTRICT may purchase at its sole discretion, services that are identical or similar to the services described in this Contract from any third party.
10. TASK ORDERS – Each Task Order will specify the following items, as relevant: specific services requested, schedule for services, location where services are to be performed (with contact person), and cost or estimated cost of services. Each Task Order issued under this Contract shall be made part of, and be incorporated into this Contract, and shall reference this Contract on the face of each Task Order. Should any Task Order not conform to or satisfy the terms of this Contract, CONTRACTOR shall have five (5) business days after receipt to reject the Task Order. By not rejecting the Task Order within five (5) business days, CONTRACTOR will have accepted the Task Order. Acceptance by CONTRACTOR is limited to the provisions of this Contract and the Task Order. No additional or different provisions proposed by CONTRACTOR or DISTRICT shall apply. In addition, the parties agree that this Contract and accepted Task Orders constitute a contract for services and satisfy all statutory and legal formalities of a contract.
11. PRICING, INVOICES, AND PAYMENT
- A. DISTRICT shall pay CONTRACTOR for all services ordered and provided in compliance with the terms and conditions of this Contract and with Task Orders issued under this Contract.
- B. CONTRACTOR shall submit original invoices to DISTRICT in form and substance and format reasonably acceptable to DISTRICT. Each invoice, including supporting documentation, must be prepared in duplicate on CONTRACTOR's letterhead; must list DISTRICT's contract number, Purchase Order Number, and the CONTRACTOR's Social Security Number or Federal Employer Identification Number; and must be submitted to: Bay Area Air Quality Management District, 375 Beale Street, Suite 600, San Francisco, CA 94105, Attn: SID Off-Road Program Manager.
- C. Except as specifically set forth in Attachment A or in Task Orders under this Contract, DISTRICT shall not be responsible for any additional costs or expenses of any nature incurred by CONTRACTOR in connection with the provision of the services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc.
- D. CONTRACTOR represents, warrants and covenants that the prices, charges and fees for services set forth in this Contract (on the whole) are at least as favorable as the prices, charges and fees CONTRACTOR charges (on the whole) to other of its customers or clients for the same or substantially similar services provided under the same or substantially similar circumstances, terms, and conditions. If CONTRACTOR agrees or contracts with other clients or customers similarly situated during the Term of this Contract, and offers or agrees to financial terms more favorable than those set forth herein (on the whole), CONTRACTOR hereby agrees that it will reduce the prices, charges and/or fees charged to DISTRICT in respect of the services hereunder to the most favorable rates received by those other clients or customers.
- E. It is mutually agreed that if the California Budget Act does not appropriate sufficient funds for the services provided for in this Contract, this Contract shall be of no further force and effect. In this event, the DISTRICT and the State will have no liability to pay any funds whatsoever to CONTRACTOR, and CONTRACTOR will not be obligated to perform any services described in this Contract.

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

DISTRICT: Bay Area Air Quality Management District
 375 Beale Street, Suite 600
 San Francisco, CA 94105
 Attn: Director of Strategic Incentives

CONTRACTOR: Pellenc America
 3171 Guerneville Rd,
 Santa Rosa, CA 95401
 Attn: Jeremy Berros

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

15. EMPLOYEES OF CONTRACTOR

- A. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation leave, vacation replacements, sick leave, severance pay, and pay for legal holidays.
- B. CONTRACTOR, its officers, employees, agents, or representatives shall act in an independent capacity and shall not be considered employees or agents of DISTRICT or CARB, 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 or CARB to its/their employees.

16. **CONFIDENTIALITY** – In order to carry out the purposes of this Contract, CONTRACTOR may require access to or obtain certain of DISTRICT’s or CARB’s confidential information (including trade secrets, inventions, confidential know-how, confidential business information including customer information, and other information that DISTRICT or CARB considers confidential) (collectively, “Confidential Information”). It is expressly understood and agreed that DISTRICT or CARB may designate in a conspicuous manner Confidential Information that CONTRACTOR obtains from DISTRICT or CARB, 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. If CONTRACTOR believes disclosure of Confidential Information may be required by law, first give DISTRICT and/or CARB at least ten (10) calendar days’ written notice prior to any planned disclosure of Confidential Information so that DISTRICT and/or CARB can seek an order preventing disclosure from a court of competent jurisdiction.
 - H. Identify any information CONTRACTOR provides DISTRICT and/or CARB that it asserts is confidential in accordance with California Code of Regulations, title 17, sections 91011 and 91022. CONTRACTOR acknowledges that any information provided to DISTRICT and/or CARB may be released (1) to the DISTRICT or CARB, (2) to the public upon request, except information exempt from disclosure or the disclosure of which is prohibited by law, and (3) to the federal Environmental Protection Agency. CONTRACTOR further acknowledges that DISTRICT and/or CARB may anonymize and aggregate confidential information received and make such information public.
 - I. Establish specific procedures in order to fulfill the obligations of this section.

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

18. PUBLICATION

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

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

19. AUDIT / INSPECTION OF RECORDS – 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 DISTRICT, CARB, the California Department of General Services, the California Department of Finance, the California State Auditor and other duly authorized agents of the State of California for a period of five (5) years after termination, cancellation or expiration of this Contract, or five (5) years after final payment under this Contract or conclusion of activities funded under this Contract, whichever is later. 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. CONTRACTOR will cooperate fully, without delay, in all audits, inquiries, and investigations initiated by or on behalf of the DISTRICT and/or the State of California concerning or relating to compliance with local, state, or federal air quality laws, and with this Contract, including but not limited to timely submission of any and all records requested and full cooperation with any on-site inspections.

20. NON-DISCRIMINATION – In the performance of this Contract, CONTRACTOR shall not discriminate in its recruitment, hiring, promotion, demotion, and termination practices, or harass or allow harassment of any employee, on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, medical condition, reproductive health decision making, genetic information, gender, gender identity, gender expression, age (over 40), veteran or military status, physical or mental disability, or any other characteristic protected by law. CONTRACTOR shall not unlawfully deny family-care leave, medical-care leave, pregnancy-disability leave or other legally protected leave. CONTRACTOR 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, which are incorporated herein by reference. CONTRACTOR shall comply with California Government Code section 11135; Title VI of the U.S. Civil Rights Act of 1964; Section 504 of the federal Rehabilitation Act of 1973; the federal Age Discrimination Act of 1975; Section 13 of the Federal Water Pollution Control Act of 1972; and U.S. Environmental Protection Agency’s implementing regulations at 40 C.F.R. Parts 5 and 7. CONTRACTOR shall give notice of this section to labor organizations with which they may have a collective bargaining or other agreement. CONTRACTOR shall permit access by representatives of DISTRICT, CARB, California Civil Rights Department, or U.S. EPA to all information required to ensure compliance with this clause. CONTRACTOR acknowledges that CARB will submit a complaint to the California Civil Rights Department for investigation if it has information that CONTRACTOR has violated this clause, and that CONTRACTOR may be subject to remedial action and termination of this Contract. The CARB Civil Rights Policy applies to this Contract. CONTRACTOR shall also require each subcontractor performing services in connection with this Contract to comply with this section and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.
21. 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.
22. 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. Any assignment may be subject to approval by CARB.
23. 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.
24. 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.

25. FORCE MAJEURE – Neither DISTRICT nor CONTRACTOR nor CARB 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, flood, earthquake or other physical natural disasters, 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, government declaration of emergency, national or State declared pandemics, or other causes, except financial, that are beyond the reasonable control of DISTRICT or CONTRACTOR or CARB, 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. DISTRICT may terminate this Contract immediately in writing without penalty to either party in the event CONTRACTOR invokes this clause. If the Contract is not terminated by DISTRICT, upon completion of the event of force majeure, CONTRACTOR must, as soon as reasonably practicable, recommence performance of its obligations under this Contract.
26. 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.
27. 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.
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 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.
30. 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.
31. SURVIVAL OF TERMS – The following provisions shall survive the expiration or termination of this Contract: Sections 8 (Indemnification), 15 (Employees of Contractor), 16 (Confidentiality), 17 (Intellectual Property), 18 (Publication), 19 (Audit / Inspection of Records), 20 (Non-Discrimination) (with regard to Contractor's acknowledgment that CARB will file a complaint if it has information that

Contractor has violated the clause), 26 (Severability), and Attachment B, Paragraph 2 (Payment (Recapture) On Demand), Attachment B, Paragraph 3 (Third Party Beneficiary), Attachment B, Paragraph 5 (Non-Exclusive Remedies), Attachment B, Paragraph 8 (Contractor's Responsibility for Work), Attachment B, Paragraph 9 (Incorporated Documents), and Attachment B, Paragraph 11 (Personally Identifiable Information (PII)).

32. AUTHORIZED SIGNATURE – CONTRACTOR agrees, under penalty of perjury, that it has signed or authorized the signing of this Contract by a person with full power and legal authority to sign this Contract, and that all statements, responses and information provided to the DISTRICT in pursuit of the Contract are true and correct. CONTRACTOR agrees that all statements, responses and information are subject to investigation by the DISTRICT and CARB, or their representatives, and that any false statements, responses or information may be in violation of the California False Claims Act, is in breach of this Contract, and may disqualify CONTRACTOR from receiving any existing or further funding. By signing this Contract, CONTRACTOR is bound to and will comply with all terms and conditions of this Contract, including those in any Attachments.

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

PELLENC AMERICA

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

By: _____
Jeremy Berros
Battery Tools Director

Date: _____

Date: _____

Approved as to form:

By: _____
Alexander G. Crockett
General Counsel

Attachment A

Program Background

The DISTRICT has partnered with the California Air Resources Board (CARB) on the implementation of the Carl Moyer Memorial Air Quality Standards Attainment Program (Carl Moyer Program) since 1998. The Carl Moyer Program outlines the requirements for the administration and funding of projects that replace existing equipment with cleaner-than-required equipment to reduce air pollution. CARB's guidelines outline the minimum criteria and requirements for selecting, funding, and monitoring eligible projects. The most recently adopted version, the Carl Moyer Program Guidelines, 2024 Revisions, approved by CARB in October 2024, includes Chapter 9, which details the requirements for replacing conventional, high-polluting, combustion lawn and garden equipment with qualifying zero-emission equipment. Chapters 2 and 3 describe the administrative requirements for Moyer-funded projects.

The DISTRICT has developed an Electric Lawn and Garden Equipment Replacement Program (eL&G Program) that complies with Carl Moyer Program requirements and is contracting with companies that seek to participate in the Program, in accordance with the requirements of this Contract and Task Order(s).

General Description of Services

CONTRACTOR will deliver a range of services necessary for the successful implementation of the DISTRICT's eL&G Program. These services will be detailed in the Task Order(s) issued under this Contract. CONTRACTOR's duties as an authorized vendor may include coordinating with potential Program applicants and participants, facilitating the sale of pre-approved equipment and the permanent destruction of existing ("baseline") equipment, providing advance payments (as discounts) to Program participants, submitting reimbursement requests after the qualifying sale and destruction of baseline equipment have been completed for eligible amounts, managing and storing documentation in compliance with record retention requirements, submitting required reports on the Program's status, and ensuring compliance with all Program requirements.

CONTRACTOR seeks to participate as an authorized vendor for the Program and agrees to comply with all Program requirements. CONTRACTOR has had a valid business license for at least two years.

Attachment B
California Air Resources Board (CARB) Requirements

CONTRACTOR and its subcontractors, employees and agents shall comply with the following requirements of the California Air Resources Board (CARB).

1. CONFLICT OF INTEREST

- A. CONTRACTOR certifies that it is in compliance with all applicable state and federal conflict of interest laws and will remain in compliance with all such laws during the Term of this Contract.
- B. CONTRACTOR certifies that it has no interest, and will not acquire any interest, direct or indirect, which will conflict with its ability to impartially perform the tasks described in this Contract.
- C. CONTRACTOR agrees that it must disclose any direct or indirect financial interest which may pose an actual, apparent, or potential conflict of interest. CONTRACTOR agrees that the nature and extent of any actual, apparent, or potential conflict of interest may be a basis for disqualification from receiving any funds from the DISTRICT.
- D. CONTRACTOR will immediately advise the DISTRICT in writing of any potential new conflicts of interest as they arise.

2. PAYMENT (RECAPTURE) ON DEMAND

- A. CONTRACTOR will, upon notification by the DISTRICT and/or CARB or their authorized representative(s) of an overpayment, wrongful payment, or a violation of or failure to comply with any term or condition of this Contract, remit to the DISTRICT or its authorized representative the requested amount within sixty (60) days from the date of issuance of said notice.
- B. CONTRACTOR agrees that the DISTRICT or CARB, or their designee, may require CONTRACTOR to return funds it received due to termination for cause of this Contract, or for CONTRACTOR's misinformation, misrepresentation, misuse of funds, or fraud. DISTRICT and CARB also reserve the right to prohibit CONTRACTOR from participating in current or future funding programs.

3. THIRD-PARTY BENEFICIARY

- A. CONTRACTOR agrees that the State of California, acting by and through CARB, is an intended third-party beneficiary to this Contract. CONTRACTOR will name CARB and the State of California as third-party beneficiaries in all subcontracts entered into using funds from this Contract and provide copies of these agreements upon request.

4. COMPLIANCE WITH AIR QUALITY LAWS

- A. CONTRACTOR certifies that it is in compliance with all applicable federal, state, and local air quality rules and regulations ("air quality laws"), and will remain in compliance with all air quality laws throughout the Term of this Contract.
- B. CONTRACTOR agrees that compliance with air quality laws is a precondition to the receipt of funding under this Contract.
- C. CONTRACTOR agrees that the DISTRICT may, at its discretion, terminate this Contract without any obligation to pay CONTRACTOR if CONTRACTOR is in continuing violation of applicable air quality laws.
- D. CONTRACTOR agrees that, if DISTRICT has made payments to CONTRACTOR under this Contract, and CONTRACTOR is in continuing violation of applicable air quality laws, the DISTRICT may, at its discretion, require CONTRACTOR to return some or all of the funding. CONTRACTOR will promptly return funding to the DISTRICT within the time specified by the DISTRICT.

5. NON-EXCLUSIVE REMEDIES

- A. The remedies set forth in this Contract are contractual in nature. CONTRACTOR agrees that nothing in this Contract limits or precludes the State of California or the DISTRICT from taking any enforcement action, exercising any police power, or prosecuting any violation of law against CONTRACTOR, its employees, officers, agents, assigns, representatives, contractors, subcontractors, affiliates or any third parties.
- B. CONTRACTOR agrees that it will promptly notify the DISTRICT of any and all suspected or known breaches of this Contract, misinformation, misrepresentation, fraud, or misuse of funds provided under this Contract.

6. RUSSIAN SANCTIONS

- A. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 regarding Economic Sanctions against Russia and Russian entities and individuals imposed by the federal or state government in response to Russia's actions in Ukraine.
- B. CONTRACTOR represents and warrants that it is not a target of Economic Sanctions, and that it will refrain from conducting prohibited transactions with sanctioned individuals or entities through the Contract Term.

7. FUNDING PROHIBITIONS FOR SECTARIAN PURPOSES AND NON-PUBLIC SCHOOLS

- A. CONTRACTOR may only use or authorize the use of funding provided under this Contract in a manner consistent with the California Constitution, article XVI, section 5 and article IX, section 8 (prohibiting grant fund awards to non-public schools), and federal law. CONTRACTOR agrees to follow guidance from DISTRICT regarding funding prohibitions for sectarian purposes and non-public schools.
- B. CONTRACTOR agrees to provide any information requested by DISTRICT and/or CARB to ensure compliance with this provision.

8. CONTRACTOR'S RESPONSIBILITY FOR WORK

- A. DISTRICT and/or CARB are not responsible for disputes arising out of CONTRACTOR's contracts for work on a project funded by this Contract, including but not limited to payment disputes with recipients of funding.
- B. DISTRICT and/or CARB will not mediate disputes between CONTRACTOR and any other entity.

9. INCORPORATED DOCUMENTS

- A. The following documents are incorporated by reference into this Contract.
 - 1. CARB-approved DISTRICT application to administer the Carl Moyer Program.
 - 2. DISTRICT Carl Moyer Policies and Procedures.
 - 3. Carl Moyer Program 2024 Guidelines (and future updates, advisories and mail-outs)
 - 4. Funding Agricultural Replacement Measures for Emission Reductions (FARMER) 2024 Guidelines (and future updates, advisories and mail-outs), as applicable.

10. OFFICE OF FOREIGN ASSET CONTROL

- A. Transactions are prohibited if they involve the property or interests in property of an entity or individual listed on the Office of Foreign Asset Control (OFAC) targeted lists. The property and interests in property of an entity that is 50 percent or more owned by one or more persons whose

property and interests in property are blocked pursuant to any part of 31 C.F.R. chapter V are also blocked.

- B. CONTRACTOR agrees that is not in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists.

11. PERSONALLY IDENTIFIABLE INFORMATION (PII)

- A. Information or data that personally identifies an individual is confidential in accordance with relevant State or federal law.
- B. CONTRACTOR agrees to comply with all applicable PII law and safeguard all PII which comes into their possession under this Contract. CONTRACTOR will not release PII, except as required by law, court order, or legal process.

12. PREVAILING WAGES

- A. CONTRACTOR agrees to be bound by and comply with all applicable provisions of the California Labor Code Section 1720-1861 regarding prevailing wages and labor compliance.

13. PROFESSIONALS

- A. CONTRACTOR agrees that only licensed professionals will be used to perform services under this Contract where such services are required to be performed by licensed professionals under State law.

DRAFT

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: June 4, 2025

Re: Authorization to Purchase Equipment from Agilent Technologies,
Incorporated

RECOMMENDED ACTION

Authorize the Executive Officer/APCO to purchase a pre-owned 5977C Mass Selective Detector with 8890A Gas Chromatograph with Markes Unity Preconcentrator from Agilent Technologies, Inc. for an amount not to exceed \$250,000.

BACKGROUND

The Air District laboratory uses gas chromatograph/mass spectrometer (GC/MS) to analyze routine samples for ambient air toxics as part of our Toxic Air Contaminants program. The current instrument was purchased in 2012 and has exceeded the end of its expected useful lifetime. While it is still operational, portions of it are no longer guaranteed for service by the manufacturer. The instrument should be replaced with one that has comparable features and the latest improvements in technology.

The Air District recommends purchasing a pre-owned 5977C Mass Selective Detector (MSD) with 8890A GC with Markes Unity Preconcentrator from Agilent Technologies, Inc (Attachment 1).

DISCUSSION

The Air District evaluated instruments using the following criteria:

- Availability of required components and capabilities including the ability to analyze for all required compounds of interest, ability to meet minimum detection requirements, autosampler, analytical software, and type of detector
- Onsite installation and training
- Availability, length, and projected cost of continuing service after initial warranty period
- Type, projected frequency, and projected cost of consumables

- Air District laboratory chemists' familiarity with software and equipment and ease of transition between instruments

The Air District sought out and evaluated options to replace the GC/MS including inquiring with the vendor of the current instrument in its current configuration, the vendor of the current instrument with an autosampler provided by their preferred partner, and three other vendors. Of the other vendors, one declined to provide a quote, and one withdrew.

The Air District recommends the pre-owned 5977C MSD with 8890A GC with Markes Unity Preconcentrator, workstation, and operating software from Agilent Technologies, Incorporated. for purchase for the following reasons:

- Many of the Air District's chemists are familiar with prior models of this GC/MS and autosampler and would not require significant additional training.
- The Air District's chemists have used the software on other instruments would only require minimal additional training.
- Experience with this manufacturer's ongoing service and maintenance has been that they are prompt, thorough, and that service typically results in cost savings.
- This instrument combination can be operated to specification using hydrogen, which the laboratory can produce using a generator.
- This instrument combination:
 - does not require helium, which is increasingly rare and expensive
 - allows for a single service contract, simplifying both service and troubleshooting
 - has established technology for both the instrument and the preconcentrator. Neither is the first generation of a new component
 - is capable of meeting the low method detection limits required by the method
 - comes with a three-year enhanced extended warranty.

The pre-owned 5977C MSD with 8890A GC with Markes Unity Preconcentrator is the instrument that best meets all of the Air District laboratory's upcoming needs.

Agilent Technologies, Inc., provided the attached quote for purchase of this equipment for \$246,672.61, including shipping and estimated taxes (Attachment 2). Pursuant to Section 9.4 of the Administrative Code, the APCO seeks authorization from the Board of Directors to execute the attached vendor order form to purchase the equipment.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The funds for this purchase are included in the capital equipment budget (803/60125) for Fiscal Year Ending 2025. This purchase is part of the project plan for a United States Environmental Protection Agency (US EPA) Inflation Reduction Act grant. As soon as the purchase is completed, the Air District will submit to US EPA for reimbursement.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Timothy Cheng and Mairi Beacon
Reviewed by: Ranyee Chiang

ATTACHMENT(S):

1. Agilent Service Agreement Draft
2. Agilent Quote



**QUICK ORDER FORM
Agilent Service Agreements**

Please complete this Quick Order Form to be used as your purchase order. All fields are required in order to avoid delays in processing your order.

THIS FORM MAY BE COMPLETED ELECTRONICALLY – please click in the cells to enter data. Once complete, please click in the Signature cell and follow instructions to add an electronic signature; then email the completed and electronically signed document to Agilent. Or, complete the form electronically, print, ink-sign, and fax to (302) 633-8954.

Quotation Number	5726050		
Approver	Philip M. Fine	Phone	415.749.5000
Purchase Order Number		Total Authorized Dollars	\$ 223,742.55 Applicable taxes will be separately stated on the invoice at time of billing
Credit Cards	<input type="checkbox"/> Please check box if paying by AMEX, VISA or MC and phone CC # to (800) 227-9770 opt 1, then 5		
Electronic Payment (ACH)	Agilent encourages the use of electronic payments via ACH as a more convenient and economical form of payment than check payment. Please email: ePay@agilent.com for details to setup ACH payments.		
US Tax Status	<input checked="" type="checkbox"/> Taxable <input type="checkbox"/> Tax Exempt <input type="checkbox"/> Direct Pay		
Canada Tax Status	<input type="checkbox"/> HST Taxable <input type="checkbox"/> PST Taxable <input type="checkbox"/> GST Taxable <input type="checkbox"/> PST Exempt <input type="checkbox"/> GST Exempt		
Billing Payment Schedule	<input checked="" type="checkbox"/> Annual – No minimum total amount required <input type="checkbox"/> One Time Billing – No minimum total amount required <input type="checkbox"/> Quarterly Billing – Minimum of \$7,000 <input type="checkbox"/> Semi-Annual – Minimum of \$7,000 <input type="checkbox"/> Monthly – Minimum of \$24,000		No minimum billing requirement with credit card
Multi-Year Agreements	<input type="checkbox"/> Multi-Year Agreement – Purchase order must reference full amount for all years. Acceptance of Agilent's Quotation represents commitment to full Multi-year Term. Please be sure billing frequency is selected above.		

Billing / Invoicing Information	
Company / Organization	Bay Area Air Quality Management District
PO Box / Street Address	375 Beale St, Ste 600
City / State / Province / Postal Code	San Francisco, CA 94105
Contact Name / Attention	Mairi Beacon
Phone Number for Questions	415.749.5078 Email: mbeacon@baaqmd.gov

For Order Inquiries in US & Canada:		
Phone: (800) 227-9770 (option 1, then 5)	FAX: (302) 633-8954	Email: iscasupportfax_ifs@agilent.com

Approver Signature / Date:

Thank you for your order – we look forward to supporting you throughout the year.

Agilent Technologies, Inc.
 2850 Centerville Rd
 Wilmington DE 19808
 U.S.A.

Prepared For:
 Tim Cheng
 Equipment and Instrumentation Lead
 Bay Area Air Quality Management
 District
 375 Beale St Ste 600
 SAN FRANCISCO CA 94105-2097

Quotation

Quote No: 5726050	Quote Expiration Date: 06/12/25
Incoterms: Delivered duty paid	Payment Terms: Net 30 Days
Estimated Delivery (weeks): 15	
Your Agilent Representative: Cynthia Hahm CYNTHIA.HAHM@AGILENT.COM	
To Place an Order: Phone:1-800-227-9770 option 1 Fax:1-302-633-8953 email:Lscainstrumentsales@agilent.com website:www.agilent.com/store	

Pre-owned 5977C MSD w/8890A GC, SSL inlet, Markes Unity-xr w/CIA Advantage-xr Multi Gas, Kori-xr, Heated sample lines.

Total Net (excl. Shipping and Taxes): 223,742.55 USD

Trade-in Promo 2966 was applied herein. For online purchases only, S&H surcharge will be waived at time of purchase.

Item	Product ID and Description	Qty/UOM
1	G7077CA 5977C Inert Plus MSD Turbo EI Bundle Trade-in SN US11283935 With the following configuration: Substitute Oil Free Pump (999) - Selected Choose GC - MS for 8890 GC (245) Ship-to Country - USA 245 - GC/MSD INERTPLUS EI FOR 8890 GC 999 - SUBSTITUTE IDP3 OIL FREE SCROLL PUMP Installation (44K) Introduction (44L) 1 Year SW Update/Phone Assist (44W)	1 EA
2	M5890AA MassHunter Workstation for GCMS Systems With the following configuration: Ship-to Country - USA * - For GC/MSD with MH DA and ChemStation DA Installation (44K) Introduction (44L) 1 Year SW Update/Phone Assist (44W)	1 EA
3	G3542A 8890 Mainframe MS Ready S/SL	1 EA

Trade-in SN CN10902156, SN CN11452007

With the following configuration:

Ship-to Country - USA

Installation (44K)

Introduction (44L)

4	G2589-20045 Drawout Plate, 6mm, inert, 5975/5973	1 EA
5	123-1364 DB-624 60m, 0.32mm, 1.80um	1 EA
6	G1033C Latest NIST MS Library Bundle includes over 350K EI spectra for over 300K compounds (40K increase) and GC Methods/Retention indices library (nist_ri) with 139K compounds	1 EA
7	G8152A Unity-xr, Multi-Gas, with CIA Advantage-xr, Multi-Gas. 14 inert channels, pneumatics regulation, electronic gas control, sample pump, cold trap, cables and software. Automated recollection ready. With the following configuration: Ship-to Country - USA Installation (44K) Introduction (44L)	1 EA
8	G8143A Heated Sample Lines for CIA Advantage-xr - includes two pairs of 8 sample lines within a heated sleeve With the following configuration: Ship-to Country - USA Installation (44K) Introduction (44L)	1 EA
9	G8154A Kori-xr Water Management Device, Multi-Gas version. For use with Multi-Gas Air Server and CIA Advantage. Removes water from humid samples without removing polar or non-polar compounds. With the following configuration: Ship-to Country - USA Installation (44K) Introduction (44L)	1 EA
10	G3182-61580 Ultimate union kit, deactivated Deactivated capillary GC column connector, reusable	1 EA
11	G3450-60114 TD Gang Fitting Assy	1 EA
12	SYS-GM-5977T-X GCMS 5977 Turbo System Adv Funct	1 EA

With the following configuration:

Enhanced Ext. Warranty - 3yrs Total

13 NON AGILENT PROD 1 EA

Non Agilent Product

U-RACK02 Canister Rack for CIA Advantage-xr, 1L to 6L canisters

See Non-Agilent product disclaimer.

14 R2005A 1 EA

Uninstall and ship trade-in instruments.

See Certified Pre-Owned products first come, first serve policy at the end of the quotation.

Total List:	349,263.00 USD
Total Discount:	125,520.45 USD
Total Net (excl. Shipping and Taxes):	223,742.55 USD
Total Shipping & Handling:	3,000.00 USD
Total Net with Shipping and Handling:	226,742.55 USD
Estimated Taxes:	19,930.06 USD
Total Quote:	246,672.61 USD

Agilent Financial Solutions

Leasing estimate is based on a total cost of **226,742.55 USD**.

	24 Months (USD)	36 Months (USD)	48 Months (USD)	60 Months (USD)
Fair Market Value Lease(FMV Lease)	8,055	5,581	4,430	3,653
Finance Lease(\$1.00 Purchase Option)	9,948	6,795	5,221	4,278

Financing for business customers may be available from Agilent's independent finance partner(s), (hereinafter "Lender"). The above financing examples are provided for illustrative purposes only and do not constitute a legally binding offer from Agilent.

Please note: Financing offers, payment amounts, and structures are subject to credit approval and acceptance of contract terms directly with the Lender. Terms and interest rates are subject to change based on the customer's credit review. Financing payments are calculated based on the "Total Net Cost with Shipping and Handling" (excludes applicable taxes) as identified on this Quotation.

Fair Market Value Purchase Option (FMV Lease):

An agreement with the Lender allowing a customer to use the asset(s) for an agreed term in return for regular payments. Title is retained by the Lender. End of term options may include extend the contract, purchase for fair market value, or return the financed equipment.

\$1 Purchase Option (Finance Lease):

An agreement with the Lender allowing a customer to use the asset(s) for an agreed term in return for regular payments resulting in equipment ownership once all monthly payments have been made.

Contact your local Agilent Sales Representative or the Agilent Financial Solutions Specialist (financing@agilent.com) if you wish to proceed with a finance arrangement. We will then arrange for a quotation from the Lender, which you would enter into directly with the Lender, and will be subject to their terms and conditions (and credit reviews).

Visit us online at www.agilent.com/en/technology/agilent-financial-solutions to find out why more and more Labs are choosing Agilent Financial Solutions and learn more about our attractive payment options and how we can help you acquire the latest innovations, while minimizing the upfront costs.

Product and Warranty:

Each Product receives a global warranty which includes the standard warranty for the country of purchase. Please review the terms of the global warranty and Agilent's "Rights Due to Defects (Warranty)" terms and conditions on our [website](#).

The warranty period for standard instruments is twelve (12) months from the date of acceptance. Consumables are warranted for ninety (90) days from the date of acceptance. Customer may receive a different warranty when the product is purchased as a part of a system. Selected Automation consumables are warranted for one hundred and eighty (180) days, selected Vacuum Products are warranted for twenty-four (24) months. Please check with your Agilent Sales Representative for details.

Terms and Conditions:

The sale of Agilent Products and Services referenced in this quotation is subject to the then current version of [Agilent's Terms of Sale](#), and any Supplemental Terms or Occasional Reseller Terms of Sale or other applicable terms referenced herein. The sale of Microplates Products shall be subject to Microplates Terms of Sale and any Supplemental Terms or other applicable terms referenced herein. The sale of Microplates Tooling Products shall be subject to Microplates Tooling Terms of Sale and any Supplemental Terms or other applicable terms referenced herein. All of the above "Terms" as applicable. A copy of the Terms is either attached or has been previously provided to you. Please contact us if you have not received a copy or require an additional copy. If you have a separate agreement in effect with Agilent covering the sale of Products and Services referenced in this quotation, the terms of that agreement will take precedence for those Products and Services. Agilent expressly objects to any different or additional terms in your purchase/sales order documentation, unless agreed to in writing by Agilent. Products and Services availability dates are estimated at the time of the quotation. Actual delivery dates or delivery windows will be specified at the time Agilent acknowledges and accepts your purchase order. The above conditions shall apply to the fullest extent permitted by the law. You may have other statutory or legal rights available. Commodities, technology or software exported from the United States of America ("U.S.") or from other exporting countries will be subject to the U.S. Export Administration Regulations and all exporting countries' export laws and regulations. Diversion contrary to U.S. law and the applicable export laws and regulations is prohibited.

Additional Information:

Agilent Payment Method: ACH Credit card accepted only at the time of order placement. Agilent will charge 3% of the invoiced amount, when term invoices are paid with a credit card.

Warranty and liability for non-Agilent-products are restricted. With the purchase of a non-Agilent-product, Agilent Technologies assigns all claims to the buyer.

The Certified Pre-Owned product quoted is subject to prior sale and availability at the time the purchase order is received. This equipment is available on a first come first serve basis ONLY. To improve your chances of obtaining a Certified Pre-Owned product, you are advised to place your order as soon as possible. Delivery times may vary based on refurbishment status and equipment location at time of purchase.

BAY AREA AIR DISTRICT
 Memorandum

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

From: Philip M. Fine
 Executive Officer/APCO

Date: June 4, 2025

Re: Authorization to Amend the Professional Services Agreement with Robert
 Half, Inc.

RECOMMENDED ACTION

Authorize the Executive Officer/APCO to amend the professional services agreement with Robert Half, Inc. to increase the total not-to-exceed amount by \$700,000, from \$2,200,000 to \$2,900,000, for staff augmentation to support the Air District’s Strategic Plan.

BACKGROUND

On July 19, 2023, the Board of Directors approved a professional services agreement with Robert Half, Inc. for an amount of \$1,000,000 over a 3-year period. On December 4, 2024, the Board of Directors approved Amendment 1 to increase the amount of the agreement by \$1,000,000. On April 23, 2025, the Executive Officer/APCO, under the procurement policy, executed Amendment 2 to increase the amount of the agreement by another \$200,000.

Robert Half, Inc. provides expertise services in sourcing, screening, and placing temporary staffing within condensed timeframes. With the implementation of the Air District’s *2024-2029 Strategic Plan*, the Air District will need additional resources and staff to continue to build the necessary infrastructure and technology platforms for, and project-manage the progress of, Strategic Plan implementation.

DISCUSSION

Temporary staffing is essential to the continued rollout of the Strategic Plan within the Engineering and Enforcement programs. These temporary hires will carry out key initiatives such as improving data analysis, project management, and technology upgrades. This additional support will ensure these programs can adopt new technologies and processes outlined in the *2024-2029 Strategic Plan* without overwhelming current staff. This directly supports the organization's goals for operational excellence and technological modernization, particularly within the four-year

Corrective Action Plan, which requires extra project management support to meet deadlines and coordinate effectively across departments. Temporary staff will help maintain progress and ensure the strategic goals for Engineering and Enforcement are achieved within the larger organizational framework.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funds for the contract amendment are allocated in the divisional programs for Fiscal Year Ending (FYE) 2025 and are included in the FYE 2026 proposed budget.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Joseph Huynh
Reviewed by: Lisa Baker

ATTACHMENT(S):

1. Robert Half 2023.142_exe
2. Robert Half 2023.142 Amendment 1_signed exe
3. Robert Half 2023.142 Amendment 2_signed exe
4. Robert Half 2023_142 Draft Amendment 3

RH Customer Agreement

This RH Customer Agreement (the "Agreement" or "Contract") governs transactions by which you retain the services of Robert Half Inc., doing business through its finance & accounting, administrative & customer support, technology, marketing & creative, management resources, and legal practice groups ("RH" or "CONTRACTOR"), to assist Bay Area Air Quality Management ("BAAQMD" or "DISTRICT") in meeting its contract talent needs.

Part 1 - General

1.1 Definitions

"Professional" means the individual assigned to you by RH.

"Branch" means the RH branch located at the address identified under the Robert Half Inc. signature line of this Agreement.

"Services" means the provision of services by the Professional to you.

1.2 Agreement Structure

Additional terms for the Services are included in Exhibit A, which are attached to this Agreement and by this reference incorporated herein. RH also provides additional terms for Services in documents called "job arrangement letters," which are also incorporated into this Agreement by this reference. All transactions under this Agreement will have a job arrangement letter, which will be sent to BAAQMD when RH provides Services to BAAQMD. If there is a conflict among the terms in the various documents, those of this Agreement prevail over those of a job arrangement letter.

In order to initiate Services, BAAQMD will provide RH with written notice describing the Services BAAQMD needs, including the date of service, the location of service, and a maximum cost. RH will promptly reply to such request and indicate whether RH will or will not provide the requested Services. If RH elects to provide the requested Services, RH will send BAAQMD a job arrangement letter. BAAQMD may accept the terms in a job arrangement letter by signing and returning the job arrangement letter. RH shall not perform any work for BAAQMD until it receives a job arrangement letter signed by BAAQMD.

1.3 Charges and Payment

Amounts are due and payable as RH specifies in Exhibit A, including the fees payable for directly hiring Professionals and the fees payable if a Professional works overtime, e.g., in excess of 40 hours per week. BAAQMD agrees to pay accordingly, including any late payment fee.

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.

1.4 Changes to the Agreement Terms

This Agreement represents the final, complete, and exclusive statement of the agreement between the parties related to RH providing services to BAAQMD, 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. For a change to this Agreement to be valid, it must be in writing and signed by both parties.

1.5 Limitation of Liability

Circumstances may arise where, because of a default on RH's part or other liability, BAAQMD is entitled to recover damages from RH. Regardless of the basis on which BAAQMD is entitled to claim damages from RH (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), RH's liability, if any, will (in the aggregate for all claims, causes of action or damages) be limited to any actual direct damages up to an amount equal to up to 2x the fees actually paid to RH for the Services that are the subject of the claim. It is understood that BAAQMD is responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls (including information technology, proprietary information, creative designs and trade secret safeguards) for your company and RH shall not be responsible for any losses, liabilities or claims arising from the lack of such controls or procedures.

Items for Which RH is Not Liable

Under no circumstances is RH liable for any special, incidental, exemplary, indirect, lost profits, or consequential damages (including, but not limited to, lost business, revenue, goodwill, or anticipated savings), even if informed of the possibility.

1.6 General Principles of Our Relationship

- a. RH shall maintain workers' compensation insurance and commercial liability insurance.
- b. RH will be responsible, to the extent applicable, for any workers' compensation insurance, federal, state and local withholding and unemployment taxes, social security, state disability insurance or other payroll charges for the Professionals.
- c. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.
- d. 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.
 - iv) Professional liability insurance with limits not less than five million dollars (\$5,000,000) for each claim.
- e. All insurance shall be placed with insurers acceptable to DISTRICT.
- f. Prior to commencement of work under this Contract, CONTRACTOR shall furnish properly-executed certificates of insurance for all required insurance. 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.
- g. 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.
- h. Both parties shall comply with all applicable laws during the Term of this Agreement.

1.7 Agreement Term

The Term of this Agreement will run from August 1, 2023, through July 31, 2026, unless terminated earlier. Either party may terminate this Agreement on thirty days' written notice to the other.

Either party may terminate this Agreement if the other does not comply with any of its terms, provided the one who is not complying is given written notice and reasonable time to comply.

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 2.9 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.

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) Notwithstanding any language in this Agreement to the contrary (including any references to fixed-price, deliverables, acceptance of deliverables, or milestones), RH shall be compensated on a time and materials basis only. RH provides contract talent solutions and does not provide deliverables.
- 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.

The terms of section 1.3, including the payment obligations set forth in Section 1.3 above, remain in effect until fulfilled, even if the agreement is terminated, and apply to each party's respective successors and assignees.

Part 2 - Services

2.1 Pre-Assignment Screening

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If Professional holds a license to practice law from the bar association of any U.S. state, or holds a certification from the National Association of Legal Assistants or National Federation of Paralegal Associations as indicated on his or her application, RH will have a third party vendor request confirmation of that licensure or certification. RH has not engaged in any verification process other than the checks described in this paragraph (e.g., RH has not screened for drug use, administered a medical exam or conducted a criminal background or credit check.). To the extent permitted by applicable law, RH will have a third party vendor (a) perform a Social Security Number verification; (b) perform a seven-year criminal background investigation for all (i) state felony convictions and pending charges, and (ii) state misdemeanor convictions and pending charges involving crimes of dishonesty or violence, in each county where our professional has resided or worked in the U.S. in the last seven years as stated on his or her application; however, where such criminal background investigation is either impracticable, unavailable or would result in a delay of assignment (as determined by the third party vendor), the third party vendor will endeavor to complete a seven-year statewide criminal background investigation, if available; and (c) perform a seven-year criminal background investigation by having the third party perform a search of its private database of U.S. national criminal records searching for felony convictions and misdemeanor convictions for crimes of dishonesty or violence. BAAQMD understands and agrees that the third party vendor's database of U.S. national criminal records (i) is maintained by the third party vendor and not a governmental entity, (ii) is an incomplete aggregation of criminal records, and (iii) will not reveal or identify all criminal convictions. If any of the checks are not possible to complete due to delays and/or unavailability of one or more sources, BAAQMD acknowledges that the checks will not be completed for our professional in time for his or her start date due to such delays or unavailability of sources. BAAQMD will permit our professional to start an assignment with BAAQMD on the start date while attempting to complete the checks, to the extent allowed by law. If BAAQMD requests a copy of the results of any checks conducted on RH's our professionals, BAAQMD agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.

2.2 Scope of Assignment

You shall supervise Professionals providing services to you. RH shall not be responsible or liable for any losses, liabilities, damages or claims arising out of BAAQMD's failure to supervise the RH assigned professionals providing services to BAAQMD, but RH will otherwise be responsible for Professionals' actions. You shall not permit or require Professionals (i) to perform services outside of the scope of his or her assignment; (ii) to sign contracts or statements (including SEC documents); (iii) to make any management decisions; (iv) to use computers, or other electronic devices, software or network equipment owned or licensed by Professional; (v) to make any final decisions regarding system design, software development or the acquisition of hardware or software; or (vi) to make transfers of tangible personal property. Neither BAAQMD nor RH shall be responsible for any criminal act or other willful misconduct by Professionals outside the scope of their services, even if related to such services.

BAAQMD recognizes that RH is not a law firm, is not licensed to practice law and has not been retained to provide legal advice or services. In order to satisfy the requirements of the various state bars and similar organizations that regulate the practice of law, BAAQMD agrees that RH's placement of licensed attorneys (as project attorneys or in a non-attorney role) ("Project Attorneys") with BAAQMD is subject to the following terms and conditions: a. Project Attorneys shall not directly represent any party, person, entity or organization, sign contracts, pleadings, affidavits or declarations, correspondence with court officials, terms sheets or settlement agreements, appear as the primary attorney of record in any court or legal proceeding or render legal opinions on behalf of RH, BAAQMD or any other party while on the engagement. b. Each Project Attorney will be under the control and supervision of a BAAQMD employee who is licensed or otherwise authorized to practice law in the state where the Project Attorney is providing services. Project Attorney must have the requisite knowledge and skill level, furnish all necessary resources to the Project Attorney and take all appropriate steps to protect client confidential information without any participation by RH. c. BAAQMD will consult with each proposed Project Attorney prior to any assignment to determine that any previous services performed by the Project Attorney will not create a conflict of interest, risk disclosure of client confidential information or present any other ethical problem. If BAAQMD determines that such a conflict of interest or other ethical problem exists, BAAQMD will inform RH immediately, and RH will provide a replacement attorney with no charge for the time spent by the original Project Attorney participating in this preliminary ethical determination. d. The hourly fees paid to RH under this Agreement are solely for locating, recruiting, interviewing and placing Project Attorneys, and no portion of such amount is deemed to represent legal fees paid to RH.

2.3 Cash Handling and Other Financial Transactions and Activities

No Professional will be allowed to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables, or conduct financial transactions or other related activities.

2.4 Workplace Safety

It is understood that you have full responsibility for: (i) providing safe working conditions as required by law, including compliance with all public health and occupational safety regulations and guidelines applicable to your business, and (ii) ensuring that safety plans exist for, and safety related training is provided to Professionals working on your premises. To ensure the safety of potentially vulnerable individuals, you agree to tell Professionals they are not permitted, while at 375 Beale St, San Francisco, CA 94105, to have unsupervised or unmonitored contact with (a) minors or (b) adults who are under your care, custody or supervision because of mental health impairments. If any assignment under this Agreement is for work to be performed under a government contract or subcontract, you will notify RH immediately (1) of any obligations in the government contract or subcontract relating to wages, and (2) if

RH is legally required to initiate E-Verify verification procedures for any Professional. RH reserves the right to re-assign any Professional, with advance notice to BAAQMD.

2.5 Operation of Vehicle and Equipment

RH does not authorize our Professionals to operate machinery (other than office machines) or vehicles.

2.6 Remote Work

You may request that RH permit its Professionals to provide services to BAAQMD remotely (i.e., from a location other than BAAQMD's or your customer's premises) using BAAQMD's or RH's laptop and/or other computer or telecommunications equipment (the "Equipment"). BAAQMD acknowledges and agrees that RH shall provide only blank devices and, as such, shall have no control over, and BAAQMD shall be solely responsible for, (i) the logical and physical performance, reliability and security of the Equipment or related devices, network accessibility and availability, software, services, tools and e-mail accounts (collectively, "Computer Systems") used by the Professional, and (ii) the security, integrity, and backing up of the data and other information stored therein or transmitted thereby. Professional shall not save or store any BAAQMD files or other data on the Computer Systems provided by RH (including, but not limited to, any virtual desktop infrastructure solution). RH shall not be liable for any loss, damage, expense, harm, business interruption or inconvenience resulting from the use of such Computer Systems.

2.7 Claims

RH will not be responsible for any claim related to the engagement, including, but not limited to, any Services performed during such engagement, unless you reported such claim in writing to RH within ninety (90) days after termination of the applicable assignment.

2.8 Confidentiality

The Professionals will execute any confidentiality agreement that you may require. BAAQMD agrees to be responsible for obtaining the Professional's signature. To the extent allowed by law, BAAQMD agrees to hold in confidence Professional's social security number and other legally protected personal information, and you agree to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.

Carrying out the purposes of this Agreement may require access to certain of BAAQMD'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 BAAQMD may designate in a conspicuous manner Confidential Information that Professional or RH obtains from BAAQMD, and RH and Professional will, to the extent actually obtained:

- 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 Professional requiring access in fulfillment of the services provided under this Agreement.
- B. Ensure that RH'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 Agreement.
- D. Notify BAAQMD 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 RH's expense, but at BAAQMD's option and in any event under BAAQMD'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 RH or Professional.
- 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.

This section shall not apply to (1) information that is in the public domain; (2) information that was known to the receiving party before receipt of the information from the disclosing party; or, (3) information received from a third party having the right to lawfully possess and disclose such information without breaching any promise of confidentiality. In addition, no receiving party shall be in violation of this Agreement if required to disclose such information by a court of competent jurisdiction or governmental agency with power to force disclosure. However, upon receipt of a subpoena or other order to produce Confidential Information, the receiving party shall promptly notify the disclosing party in writing of such disclosure requirement, and allow that other Party the opportunity to seek to prevent the disclosure, at their sole discretion.

2.9. 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 St, Suite 600
San Francisco, CA 94105
Attn: Judy Yu

CONTRACTOR: Robert Half International Inc.
2613 Camino Ramon
San Ramon, CA 94583
Attn: Attention: Client Contracts Dept.
With a copy to: 50 California St., 10th Floor, San Francisco, CA 94111-4624

This Agreement is only applicable to, and the only Robert Half branch and practice groups obligated under this Agreement are, the finance & accounting, administrative & customer support, technology, marketing & creative, management resources, and legal practice groups of the Branch. This Agreement and its job arrangement letter(s) are the complete agreement regarding these transactions and replace any prior oral or written communications between the Branch and you regarding these transactions.

2.10 RH 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. RH, its officers, employees, agents, or representatives shall not be considered employees or agents of BAAQMD, 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.

2.11 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.

2.12 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's Professionals 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.

- 2.13 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. Robert Half International Inc. is an Equal Opportunity Employer. Notwithstanding anything to the contrary herein, DISTRICT acknowledges that CONTRACTOR does not: (i) track or request race, gender, veteran or disability status of the assigned Professionals; or (ii) meet any applicant tracking or recordkeeping requirements.
- 2.14 PROPERTY AND SECURITY** – Without limiting CONTRACTOR'S obligations with regard to security, CONTRACTOR will require its Professionals to comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT'S premises. RH employees shall not enter DISTRICT'S premises without agreeing to comply.
- 2.15 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.
- 2.16 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.
- 2.17 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.
- 2.18 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.
- 2.19 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.
- 2.20 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.
- 2.21 COUNTERPARTS/DOCUSIGN/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 DocuSign or scanned copy of any party's signature as an original for all purposes.
- 2.22 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 ©Robert Half Inc., 2023. All rights reserved. Robert Half Inc. is an Equal Opportunity Employer M/F/D/V

- 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 sixty (60) 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 in accordance with section 2.23 to enforce the Contract.
- F. Maximum recovery under this section shall be one million dollars (\$1,000,000) The mediation costs shall not reduce the maximum amount recoverable under this section.

2.23 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.

2.24 NOT TO EXCEED – Total cost of Contract not to exceed \$1,000,000.

By signing below, both parties agree to the terms of this Agreement.

Agreed to:
Bay Area Air Quality Management
 By Philip Fine
7318977922A46A
 Authorized Signature
 Name (type or print): Philip M. Fine
 Date: 8/22/2023
 Customer address: 375 Beale St., Ste 600, San Francisco, CA 94105

Agreed to:
Robert Half Inc.
 By Abe Klatt
 Authorized Signature
 Name (type or print): Abe Klatt
 Date: 8/15/2023
 Branch address: 50 California St., 10th Floor, San Francisco, CA 94111-4624

Approved as to form:
 District Counsel

DocuSigned by:
 By: Alexander Crockett 8/21/2023
6DC7119552B5451
 Alexander G. Crockett
 District Counsel

After signing, please return a copy of This Agreement to the RH "Branch address" shown above.

Exhibit A

Professionals are assigned to you under the following additional terms:

1. **Guarantee** - RH guarantees BAAQMD's satisfaction with the Services of the Professional by extending to BAAQMD (i) a one-day (8 hours) guarantee for placements made through the finance & accounting, administrative & customer support, or legal practice group, (ii) a two-day (16 hours) guarantee for placements made through the management resources or marketing & creative practice group or (iii) a five-day (40 hours) guarantee for placements made through the technology practice group (the "Guarantee Period"). If, for any reason, the Professional is not satisfactory to BAAQMD, RH will not charge for the hours worked during the Guarantee Period, provided that BAAQMD allow RH to replace the Professional. Unless RH is contacted by BAAQMD before the end of the Guarantee Period, BAAQMD agrees that the Professional is satisfactory for the purposes of this guarantee.
2. **Bill Rates and Time Sheet** - Hourly rates for all assignments will be agreed on a case-by-case basis. Professional will present a time sheet or an electronic time record to BAAQMD for verification and approval at the end of each week. RH will bill BAAQMD weekly for the total hours worked; RH's invoices are due 30 days after receipt, including applicable sales and service taxes, all of which are payable by BAAQMD. Additionally, RH may, at RH's option, charge interest on any overdue amounts at a rate of the lesser of 1½% per month or the highest rate allowed by applicable law from the date the amount first became due. RH may charge you a fee for the provision of equipment or technology if you request that Professional use equipment or technology provided by RH.
3. **Overtime** - If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week. State laws vary. If California law requires a different overtime pay, that overtime pay rate shall be what is billed.
4. **Hiring the Professional** - After you evaluate the performance and potential of a Professional on the job, you may wish to employ this person directly. In such event, you agree to pay a conversion fee. The conversion fee is payable if you hire the Professional, regardless of the employment classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the assignment.

The conversion fee will be owed and invoiced upon your hiring of the Professional, and payment is due upon receipt of the invoice. RH will calculate any and all conversion fees using the full-time equivalent salary of the Professional.

The conversion fee will equal twenty-five percent (25%) of the aggregate annual compensation, including bonuses for any Professionals placed within the first 6 months of an assignment. After a Professional from the management resources, finance & accounting, contract talent, administrative & customer support, technology, marketing & creative, or legal practice groups has been billed and paid for 6 months on assignment with you, no conversion fee shall be owed.

**FIRST AMENDMENT TO
RH CUSTOMER AGREEMENT**

This First Amendment to RH Customer Agreement (“**First Amendment**”) is entered into as of the last date of signature below by and between, Robert Half Inc., doing business through its finance & accounting, administrative & customer support, technology, marketing & creative, management resources, and legal practice groups (“**RH**” or “**CONTRACTOR**”), and Bay Area Air Quality Management District (“**DISTRICT**” or “**BAAQMD**”). This First Amendment is effective as of the last date of signature below (the “**First Amendment Date**”).

RECITALS

WHEREAS, the parties entered into that certain RH Customer Agreement effective August 1, 2023 through July 31, 2026; respectively signed by the parties on August 15, 2023 and August 22, 2023 (the “**Agreement**”);

WHEREAS, the parties desire to amend the Agreement to correct District’s company name;

WHEREAS the parties desire to amend the Agreement to update the amount stated in Section 1.6;

WHEREAS, the parties desire to amend the Agreement to increase the amount stated in Section 2.22 and 2.24;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which each party acknowledges the parties hereby agree as follows:

1. By this First Amendment, replace all references to “Bay Area Air Quality Management” in the Agreement with “Bay Area Air Quality Management District.”
2. In Paragraph d of Section 1.6 “General Principles of Our Relationship” – revise the insurance requirement amounts by updating the aggregate total; i.e. delete the section in its entirety and replace with the following:

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 and at least two million (\$2,000,000) in aggregate. 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 and at least two million (\$2,000,000) in aggregate. Such insurance shall include coverage for owned, hired, and non-owned vehicles.
 - iv) Professional liability insurance with limits not less than five million dollars (\$5,000,000) for each claim.
3. In Paragraph F of Section 2.22. “DISPUTE RESOLUTION” – revise the maximum recovery amount by increasing the figure by \$1,000,000; i.e. delete the section in its entirety and replace with the following:

“ Maximum recovery under this section shall be two million dollars (\$2,000,000). The mediation costs shall not reduce the maximum amount recoverable under this section.
 4. In Section 2.24 “NOT TO EXCEED” – revise the NTE amount by increasing the figure by \$1,000,000; i.e. delete the section in its entirety and replace with the following:

“Total cost of Contract not to exceed \$2,000,000. Notwithstanding anything to the contrary in this Agreement, RH may at any time, in its sole discretion, discontinue performance of the services once the Not-to-Exceed Amount has been attained (even if RH continued to provide services after the Not-to-Exceed Amount was reached).”

5. This First Amendment is effective as of the First Amendment Date, and no changes or modifications hereto shall be effective unless the same shall be in writing and signed by the parties. In the event of any inconsistency between the terms of the Agreement and the terms of this First Amendment, the terms of this First Amendment will supersede and control. In all other respects, the terms of the Agreement are ratified and confirmed.

IN WITNESS WHEREOF, the parties have set their hands and seals.

Robert Half Inc.

DocuSigned by:
By: Surbhi Pir
F56DFA4BA49C407...

Print: Surbhi Pir

Title: Regional President

Date: 10/23/2024

Bay Area Air Quality Management District

Signed by:
By: Philip M. Fine
98506AF8981D4CC

Print: ~~Joseph Huynh~~ Philip M. Fine

Title: Executive Officer/APCO

Date: 12/19/2024

**SECOND AMENDMENT TO
RH CUSTOMER AGREEMENT**

This Second Amendment to RH Customer Agreement (“Second Amendment”) is entered into as of the last date of signature below by and between, Robert Half Inc., doing business through its finance & accounting, administrative & customer support, technology, marketing & creative, management resources, and legal practice groups from its branch office located in San Francisco, CA (“RH” or “CONTRACTOR”), and Bay Area Air Quality Management District (“DISTRICT” or “BAAQMD”). This Second Amendment is effective as of the last date of signature below (the “Second Amendment Date”).

RECITALS

WHEREAS, the parties entered into that certain RH Customer Agreement effective August 1, 2023 through July 31, 2026; respectively signed by the parties on August 15, 2023 and August 22, 2023 (the “Agreement”);

WHEREAS, the parties entered into that certain First Amendment to RH Customer Agreement effective December 19, 2024 (the “First Amendment”);

WHEREAS, the parties desire to amend the Agreement to increase the amount stated in Section 2.24;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which each party acknowledges the parties hereby agree as follows:

- 1. In Paragraph F of Section 2.22, “Dispute Resolution”, revise the maximum recovery amount by increasing the figure by \$200,000; i.e. delete the section in its entirety and replace with the following:

“Maximum recovery under this section shall be two million two hundred thousand (\$2,200,000). The mediation costs shall not reduce the maximum amount recoverable under this section.”

- 2. In Section 2.24 “NOT TO EXCEED” – revise the NTE amount by increasing the figure by \$200,000; i.e. delete the section in its entirety and replace with the following:

“Total cost of Contract not to exceed \$2,200,000. Notwithstanding anything to the contrary in this Agreement, RH may at any time, in its sole discretion, discontinue performance of the services once the Not-to- Exceed Amount has been attained (even if RH continued to provide services after the Not-to-Exceed Amount was reached).”

- 3. No changes or modifications hereto shall be effective unless the same shall be in writing and signed by the parties. In the event of any inconsistency between the terms of the Agreement or First amendment and the terms of this Second Amendment, the terms of this Second Amendment will supersede and control. In all other respects, the terms of the Agreement are ratified and confirmed.

IN WITNESS WHEREOF, the parties to this Amendment each indicate their acceptance of the terms herein by the signature of a duly authorized and empowered signatory.

Robert Half Inc.^{EOE}

DocuSigned by:
By: Surbhi Pir
F56DFA4BA49C407...

Print: Surbhi Pir

Title: Senior Regional Manager

Date: 4/24/2025

Bay Area Air Quality Management District

DocuSigned by:
By: Philip Fine
98506AF9981D4CC...

Print: Philip Fine

Title: Executive Officer/APCO

Date: 4/23/2025

Approved as to form:

DocuSigned by:
Alexander Crockett
6DC7110552B5451...

General Counsel

**THIRD AMENDMENT TO
RH CUSTOMER AGREEMENT**

This Third Amendment to RH Customer Agreement (“Third Amendment”) is entered into as of the last date of signature below by and between, Robert Half Inc., doing business through its finance & accounting, administrative & customer support, technology, marketing & creative, management resources, and legal practice groups from its branch office located in San Francisco, CA (“RH” or “CONTRACTOR”), and Bay Area Air Quality Management District (“DISTRICT” or “BAAQMD”). This Second Amendment is effective as of the last date of signature below (the “Third Amendment Date”).

RECITALS

WHEREAS, the parties entered into that certain RH Customer Agreement effective August 1, 2023 through July 31, 2026; respectively signed by the parties on August 15, 2023 and August 22, 2023 (the “Agreement”);

WHEREAS, the parties entered into that certain First Amendment to RH Customer Agreement effective December 19, 2024 (the “First Amendment”);

WHEREAS, the parties entered into that certain Second Amendment to RH Customer Agreement effective April 24, 2025 (the “Second Amendment”);

WHEREAS, the parties desire to amend the Agreement to increase the amount stated in Section 2.24;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which each party acknowledges the parties hereby agree as follows:

1. In Paragraph F of Section 2.22, “Dispute Resolution”, revise the maximum recovery amount by increasing the figure by \$700,000; i.e. delete the section in its entirety and replace with the following:

“Maximum recovery under this section shall be two million nine hundred thousand (\$2,900,000). The mediation costs shall not reduce the maximum amount recoverable under this section.”

2. In Section 2.24 “NOT TO EXCEED” – revise the NTE amount by increasing the figure by \$700,000; i.e. delete the section in its entirety and replace with the following:

“Total cost of Contract not to exceed \$2,900,000. Notwithstanding anything to the contrary in this Agreement, RH may at any time, in its sole discretion, discontinue performance of the services once the Not-to- Exceed Amount has been attained (even if RH continued to provide services after the Not-to-Exceed Amount was reached).”

3. No changes or modifications hereto shall be effective unless the same shall be in writing and signed by the parties. In the event of any inconsistency between the terms of the Agreement, First Amendment, or Second amendment and the terms of this Third Amendment, the terms of this Third Amendment will supersede and control. In all other respects, the terms of the Agreement are ratified and confirmed.

IN WITNESS WHEREOF, the parties to this Amendment each indicate their acceptance of the terms herein by the signature of a duly authorized and empowered signatory.

Robert Half Inc.^{EOE}

Bay Area Air Quality Management District

By: _____

By: _____

Print:

Print: Philip M. Fine

Title:

Title: Executive Officer/APCO

Date: _____

Date: _____

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: June 4, 2025

Re: Authorization to Amend Climate Tech Finance Program Consultant Contract

RECOMMENDED ACTION

Authorize the Executive Officer/APCO to execute a contract amendment with George McDaniel (Contract No. 2022.254) to extend the contract end date from September 30, 2025 to September 30, 2026 and increase the contract amount by \$104,400 from \$288,000 to \$392,400 to provide continued financial development support services for the Climate Tech Finance program.

BACKGROUND

The Air District established the Climate Tech Finance (CTF) program in 2018 to scale up technologies that reduce greenhouse gas (GHG) emissions. Through the CTF program, the Air District provides financial and technical support to small businesses, entrepreneurs, and lenders to encourage the commercialization of climate technologies. The CTF program is based on a loan incentive structure with a mission to reduce GHGs by offsetting risk for lenders and increasing access to capital for entrepreneurs. This innovative collaboration between the Air District and the California Infrastructure and Economic Development Bank (IBank) is designed to leverage the scientific and air quality knowledge of the Air District with the financial expertise of IBank to accelerate the deployment of cutting-edge climate technologies in California.

The program's overall goal is to accelerate climate technologies and practices across California and beyond. CTF helps entrepreneurs secure working capital loans from banks. The program encourages banks to lend to climate entrepreneurs by offering a loan guarantee of up to 80% of the loan principal or \$5 million, whichever is less. To date, the CTF program has successfully funded 17 loans totaling \$41.2 million. These loans have been distributed among companies operating in various sectors, including clean energy, e-mobility and circular economy. The projected impact of the supported companies is substantial, with an estimated reduction of over 4.7 megatons of Carbon Dioxide (CO₂)-equivalent emissions over a five-year period.

DISCUSSION

Through the Request for Qualification (RFQ) No. 2022-015 issued on August 17, 2022, the Air District selected George McDaniel to deliver financial development support services for the CTF program and executed contract No. 2022.254 on October 25, 2022, with a total not-to-exceed amount of \$96,000. On September 13, 2023, the Air District amended the contract to extend the term and increase the total contract amount by \$96,000 to a total of \$192,000. On June 15, 2024, the Air District amended the contract to extend the term and increase the total contract amount by \$96,000 to a total of \$288,000.

The financial consultant role provides financial development support services for CTF, including ongoing deal sourcing, deal development, and project management of CTF loan guarantees. George McDaniel has supported the CTF program since its inception in 2019 as a consultant at NorCal Financial Development Corporation (FDC), and his expansive knowledge of the program, its objectives, and its intricacies, accumulated over the years, is a tremendous asset.

Mr. McDaniel and his team have demonstrated an exceptional understanding of the climate tech finance landscape and have consistently proven their ability to foster meaningful relationships with entrepreneurs, lenders, and other stakeholders. Furthermore, his experience and familiarity with the CTF mission and processes have ensured a smooth transition to the statewide program.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for the proposed contract costs are included as professional services in the Air District's Fiscal Year Ending (FYE) 2025 and proposed FYE 2026 budgets under Program 126.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Tamara Kohne
Reviewed by: Anthony Fournier

ATTACHMENT(S):

1. George McDaniel 2022.254
2. George McDaniel 2022.254 - Amendment 1
3. George McDaniel 2022.254 - Amendment 2
4. George McDaniel 2022.254 - Amendment 3_draft

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

PROFESSIONAL SERVICES CONTRACT

CONTRACT NO. 2022.254

1. **PARTIES** – The parties to this Contract (“Contract”) are the Bay Area Air Quality Management District (“DISTRICT”) whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and **George McDaniel** (“CONTRACTOR”) whose address is 300 Frank Ogawa Plaza, Suite 175, Oakland, CA 94612.

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

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

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

5. TERMINATION

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

6. INSURANCE

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

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

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

7. INDEMNIFICATION

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

8. PAYMENT

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

- iii) DISTRICT shall pay CONTRACTOR within thirty (30) calendar days after approval by DISTRICT of an itemized invoice.
 - D. The total amount for which DISTRICT may be held liable for the performance of services specified in this Contract shall not exceed \$96,000.
9. DISPUTE RESOLUTION – A party that disputes a notice of breach must first seek mediation to resolve the dispute in accordance with the provisions set forth below.
- A. Upon receipt of a notice of breach of contract, the party may submit a demand for mediation to resolve whether or not a breach occurred. The party must state the basis of the dispute and deliver the demand within ten (10) business days of the date of receipt of the notice of breach.
 - B. The mediation shall take place at DISTRICT’s office at 375 Beale Street, Suite 600, San Francisco, or at such other place as may be mutually agreed upon by the parties and the mediator.
 - C. The parties shall make good faith efforts to hold the mediation within thirty (30) days after receipt of the demand for mediation.
 - D. Each party shall bear its own mediation costs.
 - E. In the event the parties are unable to resolve the dispute, either party may file an action in a court of competent jurisdiction to enforce the Contract.
 - F. Maximum recovery under this section shall be limited to \$96,000. The mediation costs shall not reduce the maximum amount recoverable under this section.
10. NOTICES – All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail, facsimile, or regular first class mail. In the case of e-mail and facsimile communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. E-mail and facsimile communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. PST. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

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

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

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

12. EMPLOYEES OF CONTRACTOR

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

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

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

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

to in writing.

15. PUBLICATION

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

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

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

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

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

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

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

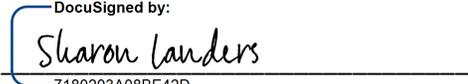
26. ENTIRE CONTRACT AND MODIFICATION – This Contract represents the final, complete, and exclusive statement of the agreement between the parties related to CONTRACTOR providing services to DISTRICT and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has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

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

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

GEORGE MCDANIEL

By: 
7180203A08BE42D
Sharon Landers
Interim Executive Officer/APCO

By: 
05C5A89D23CC460
George McDaniel
Independent Contractor

Date: 10/25/2022

Date: 10/15/2022

Approved as to form:
District Counsel

By:  10/21/2022
B5AE1A26FCA4453
Alexander Crockett
District Counsel

ATTACHMENT A

SCOPE OF WORK

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

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

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

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

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

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

ATTACHMENT B

COST SCHEDULE

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

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

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

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

RECITALS:

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

TERMS AND CONDITIONS OF CONTRACT AMENDMENT:

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

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

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

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

GEORGE MCDANIEL

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

By: 
 George McDaniel
 Independent Contractor

Date: 9/13/2023

Date: 09/05/2023

Approved as to form:
District Counsel

By: DocuSigned by:
Alexander Crockett
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 Alexander Crockett
 District Counsel

ATTACHMENT B-1

COST SCHEDULE

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

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

AMENDMENT NO. 2 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2022.254

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, April 25, 2024, and consists of 3 pages.

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **George McDaniel** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for financial development support services for DISTRICT's Climate Tech Finance (CTF) program by accelerating access to capital or financial support to developers and adopters of technologies that reduce greenhouse gases (the "Contract"), which Contract was executed on behalf of CONTRACTOR on October 15, 2022, and on behalf of DISTRICT on October 25, 2022.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated June 12, 2023, for reference purposes only, to amend the term, to increase the total maximum cost of the contract, and update the Cost Schedule.
3. The PARTIES seek to amend the term and total maximum cost of, and recovery under, the Contract, and to replace Attachment B-1 with Attachment B-2, because DISTRICT seeks to have CONTRACTOR continue to provide the services prescribed in the Contract, and CONTRACTOR desires to continue to provide those services, up to the new term and total maximum cost.
4. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

TERMS AND CONDITIONS OF CONTRACT AMENDMENT:

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 4, "Term." The term of the Contract shall be extended so that the termination date of the Contract is now September 30, 2025.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, "Payment," of the Contract to replace "\$192,000" with "\$288,000."

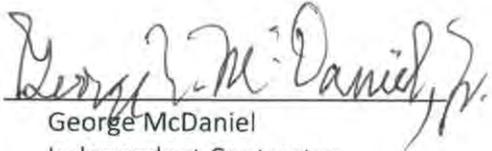
3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$192,000" with "\$288,000."
4. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment B-1, "Cost Schedule," with the attached Attachment B-2, "Cost Schedule," and agree that all references in the Contract to Attachment B 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

GEORGE MCDANIEL

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

By: 
 George McDaniel
 Independent Contractor

Date: 6/15/2024

Date: June 11, 2024

Approved as to form:

By: DocuSigned by:
Alexander Crockett 6/14/2024
 6DC7110552B5451...
 Alexander G. Crockett
 General Counsel

ATTACHMENT B-2

COST SCHEDULE

DISTRICT will pay CONTRACTOR a monthly retainer fee of \$8,000 per month, up to a maximum amount of \$288,000, to provide the consulting services outlined in Attachment A, Scope of Work.

Total cost of Contract not to exceed \$288,000.

AMENDMENT NO. 3 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2022.254

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, May 5, 2025, and consists of 5 pages.

RECITALS:

1. On October 22, 2022, the Bay Area Air Quality Management District (“DISTRICT”) and **George McDaniel** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract for financial development support services for DISTRICT’s Climate Tech Finance (CTF) program by accelerating access to capital or financial support to developers and adopters of technologies that reduce greenhouse gases (the “Contract”). On June 12, 2023, Amendment 1 to Contract was executed to extend the schedule and increase the total cost. On April 25, 2024, Amendment 2 to Contract was executed to extend the schedule and increase the total cost.
2. The PARTIES seek to amend the term and total maximum cost of, and recovery under, the Contract.
3. The PARTIES also seek to make minor changes to the scope of work.
4. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

TERMS AND CONDITIONS OF CONTRACT AMENDMENT:

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 4, “Term.” The term of the Contract shall be extended so that the termination date of the Contract is now September 30, 2026.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, “Payment,” of the Contract to replace “\$288,000” with “\$392,400.”
3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, “Dispute Resolution,” of the Contract to replace “\$288,000” with “\$392,400.”

4. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment A, "Scope of Work," with the attached Attachment A-1, "Scope of Work," and agree that all references in the Contract to Attachment A shall be deemed to refer to Attachment A-1, "Scope of Work."
5. 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 shall be deemed to refer to Attachment B-3, "Cost Schedule."
6. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

DRAFT

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

GEORGE MCDANIEL

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

By: _____
George McDaniel
Independent Contractor

Date: _____

Date: _____

Approved as to form:

By: _____
Alexander G. Crockett
General Counsel

DRAFT

ATTACHMENT A-1

SCOPE OF WORK

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

CONTRACTOR will support climate technology entrepreneurs in their financial planning, advocate for their success and connect them with identified financial institutions. CONTRACTOR will evaluate the business plan, identify financial gaps, and recommend solutions to strengthen the business case for financing.

CONTRACTOR will review financial documents, such as balance sheets, income statements, tax returns and projected sources and uses of funds. CONTRACTOR will assess the profitability and viability of the business and advise on the suitability of the financing package. CONTRACTOR will provide technical assistance in preparing financing packages and support entrepreneurs through the financing process.

CONTRACTOR will identify and connect entrepreneurs to financial institutions (commercial banks, CDFIs, credit unions) that are ready to offer debt financing to eligible projects. CONTRACTOR will introduce the key features of the CTF loan guarantee and explain how climate technology projects align with lenders' portfolios. CONTRACTOR will also connect qualified participants with a Financial Development Corporation (FDC) that underwrites the loan guarantee on behalf of the State of California. CONTRACTOR will work on expanding the network of lenders who participate in the loan guarantee program and are willing to fund climate technology ventures.

As appropriate, CONTRACTOR will develop additional objectives and strategies to enhance the strategic impact of the CTF program. CONTRACTOR will advise on potential partnerships and recommend changes to the existing program to make CTF more attractive to regulated lenders and broaden participation.

ATTACHMENT B-3

COST SCHEDULE

DISTRICT will pay CONTRACTOR a monthly retainer fee of \$8,000 per month, up to a maximum amount of \$288,000, to provide the consulting services outlined in Attachment A, Scope of Work through September 30, 2025.

Beginning October 1, 2025, DISTRICT will pay CONTRACTOR a monthly retainer fee of \$8,700 per month, up to a maximum amount of \$104,400, to provide the consulting services outlined in Attachment A, Scope of Work.

Total cost of Contract not to exceed \$392,400.

DRAFT

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: June 4, 2025

Re: Authorization to Execute Grant Agreements for Recommended Projects with
Proposed Grant Awards Over \$500,000 and Update Cost-Effectiveness Limit
for Vehicle Buy Back Program

RECOMMENDED ACTION

1. Approve 20 recommended projects with a proposed grant award over \$500,000, totaling \$58.3 million, as shown in Attachment 1;
2. Authorize the Executive Officer/APCO to enter into all necessary agreements with applicants for the recommended projects; and
3. Authorize an update to the cost-effectiveness limit for the Air District's Vehicle Buy Back Program to align the limit with the Carl Moyer Program guidelines effective July 1, 2025.

BACKGROUND

The Air District receives funding from a variety of sources to implement grant programs that are designed to reduce air pollution generated by mobile sources. The funding sources discussed in this report include the:

- Carl Moyer Program (CMP)
- Mobile Source Incentive Fund (MSIF)
- Community Air Protection (CAP) Incentives Program
- Funding Agricultural Replacement Measures for Emission Reductions (FARMER) Program
- Transportation Fund for Clean Air (TFCA)

These funding sources each have their own requirements and are utilized to implement voluntary incentive grant programs to expedite emissions reductions of criteria air pollutants and toxic air contaminants from mobile sources, especially in overburdened communities, and to support the transition of fleets to zero-emission. For additional background information on these funding sources please see **Attachment 2**.

Attachment 3 shows a summary of the Air District's active grant revenue sources available in Fiscal Year Ending (FYE) 2025, including funding from the CMP, MSIF,

CAP, FARMER, and TFCA. These multi-year funding sources must be awarded and liquidated within two to four years of the date of award/receipt, depending on the funding source. As new projects are recommended for award, staff prioritize obligating the oldest available funding source for which a specific project is eligible. Consequently, some of the oldest funding shown in Attachment 3 may have been awarded to projects in the previous fiscal year. Any portion of the newer funding that remains unallocated by the end of this fiscal year will be awarded in future years.

Project Selection

Applications for grant funding received by the Air District are reviewed and evaluated using the eligibility criteria requirements of the respective governing policies and guidelines established by each funding source, e.g., California Air Resource Board (CARB) or the Board of Directors (Board). For most mobile source replacement projects, the maximum amount that can be awarded to each piece of equipment is capped by several factors including approved cost-effectiveness limits that consider equipment-specific factors, such as how much the equipment will be operated and the amount of pollution emitted by the existing equipment that will be replaced.

On April 6, 2022, the Board authorized the Executive Officer/APCO to approve projects with awards up to \$500,000. For projects where the proposed awards is greater than \$500,000, staff must bring these recommended projects to the Board for consideration, and at least quarterly, Air District staff provides updates to the Policy, Grants, and Technology Committee and/or Board of Directors on the status of the CMP, TFCA, CAP, MSIF and FARMER incentive funding for the current fiscal year, including a list of all approved projects and allocated funds.

Vehicle Buy Back Cost-Effectiveness Limit

The Air District's Vehicle Buy Back Program currently offers car owners \$1,500 to scrap model year 1998 and older vehicles. Since its inception in 1996, the program has successfully scrapped nearly 100,000 vehicles. The Air District can fund this program using TFCA, CMP, and MSIF, and must consider cost-effectiveness when setting the incentive amount. CARB recently updated the CMP guidelines used for evaluating a vehicle's eligibility and staff is proposing to increase the cost-effectiveness limits of the TFCA to align with the CARB-approved 2024 CMP guidelines. This will allow the Air District to increase the amount that can be paid to each vehicle while ensuring it still meets the eligibility requirements. Once the cost-effectiveness limit is approved by the Board, staff will work to increase the model years accepted and the amount paid to each vehicle to \$2,000, effective July 2025, allowing the program to remain competitive with the resale market value of older vehicles and keep this incentive program relevant.

DISCUSSION

As of July 1, 2024, the Air District had approximately \$130 million in incentive funds available for award in FYE 2025 from new and prior year funds from the CMP, MSIF, CAP, FARMER, and TFCA programs. This represents only a snapshot in time, as the next cycle of funding continues to be received throughout the year.

Air District staff recommend approval of the award of up to \$58,308,700 from a combination of CMP, TFCA, MSIF, and CAP Incentives revenues for 20 eligible projects shown in Attachment 1. These projects were solicited and evaluated under two different grant programs that were recently offered:

1. **Heavy-duty Vehicle and Equipment Replacement Program** that accepted applications on a first-come first-served basis from September 26, 2024, through February 6, 2025. This program offered grant funding to equipment owners to help offset the cost of upgrading eligible equipment (e.g., school and transit buses, off-road equipment, marine vessels, locomotives, cargo handling equipment, and other port equipment) to the cleanest available technology; and
2. **Competitive Electric Charging Infrastructure Program** that accepted applications from February 18, 2025, through April 2, 2025, to support the accelerated adoption of zero-emission school and transit buses.

The 20 recommended projects are estimated to reduce over 24.7 tons of nitrogen oxides, reactive organic gases, and particulate matter emissions per year and will provide emissions benefits in priority areas. These projects will:

- Replace 89 diesel transit buses with zero-emission electric transit buses and install 37 charging stations for transit buses,
- Replace 13 diesel and compressed natural gas school buses with zero-emission electric school buses and install supporting infrastructure,
- Repower three diesel locomotive engines to zero-emission technology,
- Replace 25 off-road diesel agricultural equipment units with cleaner technology,
- Replace 2 off-road diesel port equipment units with zero-emission units and install supporting infrastructure, and
- Replace 2 off-road diesel industrial equipment units with zero emission units.

Attachment 4 lists all eligible projects that have been either recommended or approved by the Air District between July 1, 2024, and April 28, 2025, including information about project equipment, award amounts, project locations, estimated emissions reductions, and whether the project will benefit air quality in priority communities. This table also shows funding allocated for Air District sponsored programs, including the Vehicle Buy Back Program. As of April 28, 2025, over \$133.7 million has been awarded, allocated, or recommended, of which over \$13.9 million was allocated to “regional” projects that benefit all communities or where the benefit has not yet been determined. Of the remaining \$119.8 million that has been awarded this fiscal year, over 84% has been awarded or allocated to projects that reduce emissions in priority communities. These

communities include the Assembly Bill (AB) 617 communities of West Oakland, East Oakland, Richmond-North Richmond-San Pablo, and Bayview Hunters Point/Southeast San Francisco; and Disadvantaged Communities and Low-Income Communities as defined by California Climate Investments.

Attachment 4 may also include multiple projects for the same Applicant, where the total amount awarded to the applicant, or proposed for award, exceeds \$500,000 in a single fiscal year. In these cases, any additional project awards must be approved by the Board of Directors.

Project # 26MOY6, which was reported to the Board on December 4, 2024, with an anticipated land acquisition date in December 2024. This project has taken longer than expected to acquire the property, so its note has been updated in Attachment 4 to indicate that it is awaiting final approval for the award, pending receipt of grantee property ownership documentation, which is expected soon.

Attachment 5 provides fiscal year allocations by county and project category as of April 28, 2025.

Vehicle Buy Back Cost-effectiveness Limit

The Air District recommends raising the cost-effectiveness limit for car owners to scrap vehicles from \$50,000 per ton of emissions reduced to \$60,000 per ton of emissions reduced to align with CARB's 2024 CMP Guidelines. This would allow the Air District to increase the incentive amount that can be paid per vehicle up from \$1,500 to \$2,000 and increase the eligible model years from 1998 and older to 2000 and older, for FYE 2026 and future cycles. This adjustment would respond to community requests to increase the incentive amount and expand eligibility and allow the Air District's program to stay competitive with other scrappage programs statewide.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The Air District distributes CMP, TFCA, MSIF, and CAP Incentives funding to project sponsors on a reimbursement basis. The twenty recommended projects listed on Attachment 1 will be awarded a total of \$58,308,700 that will be paid for by one or more of these state and local incentive fund sources upon project completion, expected within the next one to five years. Funding for administrative costs to implement these programs, including evaluating, contracting, and monitoring projects for multiple years, is provided by each funding source.

The Air District funds the Vehicle Buy Back program primarily through TFCA funds, with support from MSIF, CAP, and CMP. The proposed change to the cost-effectiveness limit and associated increases in funding per vehicle, if approved, is accounted for in the FYE 26 budget. This change would also allow more flexibility in which funding source is used to fund the program.

Administrative costs for this work are also covered by each of the funding sources discussed in this report.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Adriana Kolev and Linda Hui
Reviewed by: Minda Berbeco, Alona Davis, and Karen Schkolnick

ATTACHMENT(S):

1. Recommended Projects with grant awards greater than \$500,000 (evaluated 10/31/24 to 4/28/25)
2. Background on Sources of Incentive Funding for Mobile Source
3. Sources of Active Incentive Program Revenue (FYE 2025)
4. All projects - Awarded, Allocated, and Recommended (7/1/24 to 4/28/25)
5. Funding Facts and Figures (7/1/24 through 4/28/25)

ATTACHMENT 1

Recommended Projects with Grant Awards Greater than \$500k Evaluated between 10/31/2024 and 4/28/2025

Funding Sources: Carl Moyer Program, Community Air Protection Incentives, Transportation Fund for Clean Air, Mobile Source Incentive Fund, and FARMER

Project #	Applicant Name	Project Category	Project Description	Proposed Contract Award	Total Project Cost	Emissions Reductions (tons per year)			County	Benefits Priority Communities*
						NOx	ROG	PM		
26MOY116 ¹	AC Transit	Transit Bus	Replace 87 diesel transit buses with 83 fuel cell electric buses and 4 battery electric buses	\$22,096,000	\$176,964,971	6.980	0.194	0.040	Alameda and Contra Costa	Yes
26MOY96	Napa Valley Transit	Transit Bus	Replace two diesel transit buses with two battery electric buses	\$872,600	\$2,118,080	0.219	0.004	0.002	Marin	Yes
26SBP136	Fremont Unified School District	School Bus	Replace two diesel school buses with two electric school buses and install level 2 charging infrastructure with 53 ports, or equivalent	\$2,212,200	\$2,217,783	0.050	0.002	0.000	Alameda	Yes
26SBP155 ¹	Milpitas Unified School District	School Bus	Replace two diesel school buses with electric school buses and install DC Fast charging infrastructure with two ports and Level 2 charging infrastructure with 1 port, or equivalent	\$1,835,700	\$1,862,784	0.086	0.005	0.000	Santa Clara	Yes
26SBP157 ¹	San Ramon Valley Unified School District	School Bus	Replace five CNG & two diesel school buses with seven battery electric school buses and install DC fast charging infrastructure with 16 ports, or equivalent	\$1,178,000	\$1,248,848	0.146	0.006	0.005	Contra Costa	Yes
26SBP142 ¹	Mountain View Whisman School District	School Bus	Replace two diesel school buses with electric school buses and install DC Fast charging infrastructure with four ports, or equivalent	\$1,091,000	\$1,108,342	0.014	0.001	0.000	Santa Clara	Yes
26MOY159 ²	San Mateo County Transit District	Transit Bus Infrastructure	Install DC Fast charging infrastructure with 37 overhead pantographs, or equivalent, to support transit buses	\$13,336,000	\$41,460,000	N/A	N/A	N/A	San Mateo	Yes
26MOY130 ²	San Joaquin Regional Rail Commission	Locomotive	Repower three Tier 2 diesel-powered engines to zero emission hydrogen/battery propulsion systems in three passenger locomotives	\$8,000,000	\$42,000,000	2.757	0.203	0.048	Alameda and Santa Clara	No
26MOY123	Samuel Eakle	Agricultural Equipment	Replace two Tier 1 diesel-powered agricultural loader/backhoes with two Tier 4 diesel-powered agricultural loader/backhoes, and replace a Tier 0 diesel-powered agricultural dozer with a Tier 4 diesel-powered agricultural dozer	\$1,611,400	\$2,082,433	2.471	0.267	0.166	Napa	Yes
26MOY74	M2 Farming Inc.	Agricultural Equipment	Replace two off-road Tier 3 diesel-powered tractors with two Tier 4 diesel agricultural tractors	\$1,123,300	\$1,816,863	1.669	0.178	0.091	Contra Costa	Yes
26MOY33 ²	Alco Iron and Metal Co.	Off-Road Industrial Equipment	Replace a Tier 3 diesel-powered excavator with a mobile electric material handler and a Tier 2 diesel-powered excavator with a grid-tied all-electric material handler	\$1,159,500	\$1,841,240	0.477	0.075	0.020	Alameda and Solano	Yes
26MOY117 ²	Levin Richmond Terminal Corporation	Off-Road Port Equipment	Replace a Tier 3 diesel-powered rail-mounted gantry (RMG) crane with a zero-emission RMG crane and install charging infrastructure	\$869,000	\$7,743,141	0.193	0.025	0.010	Contra Costa	Yes

Project #	Applicant Name	Project Category	Project Description	Proposed Contract Award	Total Project Cost	Emissions Reductions (tons per year)			County	Benefits Priority Communities*
						NOx	ROG	PM		
26MOY91	B & T Farms	Agricultural Equipment	Replace two Tier 1 diesel-powered agricultural tractors with two Tier 4 diesel-powered agricultural tractors and four Tier 0 diesel-powered agricultural tractors with four Tier 4 diesel-powered agricultural tractors	\$736,200	\$920,304	2.888	0.360	0.225	Santa Clara	Yes
26MOY69	San Felipe Farms, L.P.	Agricultural Equipment	Replace two Tier 0 diesel-powered off-road agricultural forklifts with two Tier 4 diesel-powered off-road agricultural forklifts. Replace one Tier 2 diesel-powered agricultural tractor with one Tier 4 diesel-powered agricultural tractor	\$582,600	\$946,389	0.989	0.086	0.052	Santa Clara	Yes
For the following projects recommended under \$500,000, each Applicant's total award amount across multiple projects will exceed \$500,000 for the fiscal year.										
26MOY148	Mysterious Valley Ranch, LLC	Agricultural Equipment	Replace a Tier 0 diesel-powered agricultural dozer with a Tier 4 diesel-powered agricultural dozer	\$492,300	\$615,472	0.891	0.082	0.051	Napa	Yes
26MOY158	Mysterious Valley Ranch, LLC	Agricultural Equipment	Replace two Tier 0 diesel-powered agricultural loader/backhoes with two Tier 4 diesel-powered agricultural loader/backhoes	\$181,900	\$227,524	0.940	0.099	0.056	Napa	Yes
26MOY43	C & F Farms Inc	Agricultural Equipment	Replace three off-road diesel-powered agricultural tractors with three Tier 4, diesel agricultural tractors	\$353,100	\$441,618	0.239	0.085	0.056	Santa Clara	Yes
26MOY73	Morrison Chopping LLC	Agricultural Equipment	Replace a Tier 0 diesel off-road agricultural loader with a Tier 4 diesel off-road agricultural loader	\$280,800	\$351,000	0.802	0.073	0.046	Sonoma	Yes
26MOY89 ²	Levin-Richmond Terminal Corporation	Off-Road Port Equipment	Replace a Tier 1 diesel-powered off-road sweeper with one zero-emission electric sweeper, and install charging infrastructure	\$214,200	\$949,445	0.106	0.018	0.012	Contra Costa	Yes
26MOY98	Jaswant S. Bains	Agricultural Equipment	Replace a Tier 0 diesel off-road agricultural forklift with a Tier 4 diesel off-road agricultural forklift	\$82,900	\$103,677	0.068	0.013	0.010	Solano	No
20 Projects				Total Recommended Awards	\$58,308,700	Totals	22.0	1.8	0.9	

* Priority Communities include the Assembly Bill 617 communities of West Oakland, East Oakland, Richmond-North Richmond-San Pablo, and Bayview Hunters Point/Southeast San Francisco; and Disadvantaged Communities and Low-Income Communities as defined by California Climate Investments

¹ Pending final compliance verification

² Pending case-by-case approval by the California Air Resources Board (CARB)

Attachment 2

Summary of Funding Sources for Incentivizing Upgrades to Heavy-Duty Equipment

Carl Moyer Memorial Air Quality Standards Attainment Program (CMP) and Mobile Source Incentive Fund (MSIF)

The Bay Area Air District (Air District) has participated in the CMP in collaboration with the California Air Resources Board (CARB), since the program began in 1998. The CMP provides grants to public and private entities to reduce emissions of nitrogen oxides (NO_x), 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 heavy-duty diesel engine applications such as on-road trucks and buses, agricultural equipment, off-road equipment, marine vessels, locomotives, stationary agricultural pump engines, and refueling or recharging infrastructure that supports the deployment of new zero-emission vehicles and equipment. Per Assembly Bill (AB) 1390, at least 50% of these funds must be awarded to projects that benefit communities with the most significant exposure to air contaminants or localized air contaminants. Annually, approximately \$14 million is awarded from this source.

AB 923, enacted in 2004 (codified as Health and Safety Code [HSC] Section 44225), authorized local air districts to increase motor-vehicle-registration surcharges by up to \$2 additional per vehicle and use the revenue to fund projects eligible under the CMP guidelines. AB 923 revenue is deposited in the Air District's MSIF. This source totals approximately \$12 million annually.

Community Air Protection (CAP) Incentives Program

In 2017, AB 617 directed CARB, in conjunction with local air districts, to establish a new community-focused action framework to improve air quality and reduce exposure to criteria air pollutants and toxic air contaminants in communities most impacted by air pollution. The AB 617 initiative calls for the development of community-identified strategies to address air quality issues in impacted communities, including community-level monitoring, uniform emission reporting across the state, stronger regulation of pollution sources, and incentives for reducing air pollution and public health impacts from mobile and stationary sources.

Beginning in 2017, the California Legislature approved funding from the State's Greenhouse Gas Reduction Fund, which is used to reduce criteria pollutants, toxic air contaminants, and greenhouse gases through many incentive programs. These funds may be used to fund projects eligible under the CMP and on-road truck replacements under the Proposition 1B Goods Movement Emission Reduction Program. Following additional approvals from CARB, these funds may also potentially be used to fund other types of projects that have been identified and prioritized by communities with an approved Community Emissions Reduction Program, pursuant to HSC Section 44391.2. At least 80% of these funds must be allocated to projects that benefit disadvantaged communities (Senate Bill 535), and low-income communities (AB 1550). Approximately

\$227 million has been awarded to the Air District for distribution since the inception of this program.

Funding Agricultural Replacement Measures for Emission Reductions (FARMER)

In February 2018, CARB developed the FARMER Program Guidelines that outline requirements for eligible agricultural equipment replacement projects evaluated under the CMP guidelines, including replacements of harvesting equipment, pump engines, tractors, and other equipment used in agricultural operations. Subsequent updates to the FARMER guidelines expanded eligible projects to include zero-emission demonstration projects and added flexibility for funding zero-emission equipment. Under the California State Budget, funds have been appropriated to CARB for each new cycle of the FARMER program for the continued reduction of criteria, toxic, and greenhouse gas emissions from the agricultural sector, and approximately \$1 to \$2 million annually has been awarded to the Air District for distribution to eligible projects.

Transportation Fund for Clean Air (TFCA)

In 1991, the California State Legislature authorized the Air District to impose a \$4 surcharge on motor vehicles registered within the nine-county Bay Area to fund projects that reduce on-road motor vehicle emissions within the Air District's jurisdiction. The statutory authority and requirements for this program are set forth in HSC Sections 44241 and 44242. Sixty percent of these monies, approximately \$14 million annually, are awarded by the Air District to eligible projects and programs implemented directly by the Air District (e.g., Spare the Air program) and to a program referred to as the Regional Fund. The legislation requires the remaining forty percent, totaling approximately \$9 million annually, to be passed through to the nine designated Bay Area transportation agencies, who in turn award these monies to eligible projects within their county. Each year, the Air District's Board of Directors allocates funding through the budget process and adopts policies and evaluation criteria that govern the expenditure of TFCA monies. This report discusses only the 60% Funds, which is the portion that is awarded directly by the Air District.

Attachment 3

Sources of Active Incentive Program Revenue (FYE 2025)¹

Funding Source Cycle ²	\$ for Projects and Programs (in Millions)	Award Date	Source
CMP Year 24	\$ 26.7*	3/16/2022	CARB
CMP Year 24 State Reserve	\$ 4.5	6/3/2022	CARB
CMP Year 25	\$ 13.6	2/22/2023	CARB
CMP Year 25 State Reserve	\$ 2.8	5/19/2023	CARB
CMP Year 26	\$ 13.4	11/21/2023	CARB
CMP Year 26 State Reserve	\$ 0.8	4/30/2024	CARB
CAP Incentives Year 6	\$ 32.7*	12/27/2022	CARB
CAP Incentives Year 7	\$ 31.9	11/20/2023	CARB
FARMER Year 5	\$ 2.4*	12/14/2022	CARB
FARMER Year 6	\$ 1.2	11/13/2023	CARB
TFCA 60% Funds FYE 2025	\$ 32.0**	Accrues monthly	\$4 DMV fees
Mobile Source Incentive Fund FYE 2025	\$ 10	Accrues monthly	\$2 DMV fees
Total Incentive Revenues	\$ 172		

¹ This is not a complete listing of all sources of incentive funds managed by the Air District but covers the sources that are discussed in this report.

² Includes Carl Moyer Program (CMP), Community Air Protection (CAP) Incentives, Funding Agricultural Replacement Measures for Emissions Reduction (FARMER), and Transportation Fund for Clean Air (TFCA).

* This active revenue source was partially obligated to projects in previous fiscal years and only a portion of the amount shown is available for award to projects in FYE 2025.

** Amount includes \$11.65 million in new TFCA funds that will accrue over the fiscal year and \$20.35 million in carryover funds from previous fiscal years.

ATTACHMENT 4

All Projects

Awarded, Allocated and Recommended between 7/1/24 and 4/28/2025

Funding Sources: Carl Moyer Program, Transportation Fund for Clean Air, Mobile Source Incentive Fund, FARMER, and Community Air Protection Incentives

(Data in this table are updated quarterly. Funds awarded or allocated after the date range above will be reflected in the next quarterly update.)

Project #	Applicant Name	Project Category	Project Description	Proposed Contract Award	Number of Engines	Emission Reductions (tons per year)			County	Board/APCO Approval Date	Benefits Priority Area(s)	Projected Funding Source
						NOx	ROG	PM				
25R01	BAAQMD	Trip Reduction	Enhanced Mobile Source & Commuter Benefits Enforcement	\$ 150,000	N/A	TBD ¹	TBD ¹	TBD ¹	Regional	6/5/2024 ²	N/A	1
25R02	BAAQMD	Light Duty Vehicle	Vehicle Buy Back Program	\$ 11,300,000	N/A	TBD ¹	TBD ¹	TBD ¹	Regional	6/5/2024 ²	N/A	1
25R03	BAAQMD	Trip Reduction	Spare The Air/ Intermittent Control/ Flex Your Commute Programs	\$ 2,500,000	N/A	TBD ¹	TBD ¹	TBD ¹	Regional	6/5/2024 ²	N/A	1
25MOY41	Dennis Maas	Off-road (ag)	Replace Tier 0 tractor/crawler with Tier 4 tractor/crawler	\$ 177,700	1	0.303	0.029	0.015	Sonoma	7/3/24	No	2
25MOY63	UC Farms, Inc.	Off-road (ag)	Replace three Tier-0 agricultural tractors with Tier-4 diesel powered agricultural tractors	\$ 278,450	3	1.839	0.215	0.125	Santa Clara	7/22/24	Yes	2
25MOY97	Twins Cherries	Off-road (ag)	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 26,900	1	0.049	0.007	0.004	Contra Costa	7/22/24	Yes	2
25MOY90	Trefethen Farming LLC	Off-road (ag)	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 74,000	1	0.266	0.035	0.024	Napa	7/22/24	No	2
25MOY68	Groth Vineyards and Winery LLC	Off-road (ag)	Replace one Tier-0 agricultural tractor/loader with a Tier-4 diesel powered agricultural tractor/loader	\$ 39,900	1	0.020	0.020	0.005	Napa	7/22/24	No	2
25MOY80	Gill Ag Investments	Off-road (ag)	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 109,500	1	0.333	0.043	0.025	Solano	7/24/24	No	2
25MOY84	Neve Bros Inc	Off-road (ag)	Replace one Tier-1 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 36,900	1	0.036	0.009	0.006	Sonoma	7/26/24	No	2
25MOY50	Bob Balestra	Off-road (ag)	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor.	\$ 50,100	1	0.107	0.039	0.015	Solano	7/26/24	No	2
25MOY60	Cortina Vineyard Management	Off-road (ag)	Replace one Tier-2 agricultural tractor with a Tier-4 diesel powered agricultural tractor and two Tier-1 agricultural tractor/crawlers with a Tier-4 diesel powered agricultural tractor/crawlers	\$ 209,100	3	0.178	0.034	0.029	Napa	7/26/24	No	2
25MOY44	Robert Bianchi	Off-road (ag)	Replace one Tier-0 agricultural excavator with a Tier-4 diesel powered agricultural excavator	\$ 80,500	1	0.045	0.038	0.010	Santa Clara	7/29/24	No	2
25MOY132	De La Montanya Vineyards	Off-road (ag)	Replace one Tier-1 diesel agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 24,200	1	0.015	0.010	0.003	Sonoma	7/29/24	No	2
25MOY145	Capp Family Vineyards, Inc	Off-road (ag)	Replace one Tier-0 agricultural backhoe with a Tier-4 diesel powered agricultural excavator	\$ 67,400	1	0.097	0.014	0.010	Napa	7/29/24	No	2
25MOY69	Atlas Vineyard Management, LLC	Off-road (ag)	Replace two Tier-2 diesel agricultural tractors with Tier-4 diesel powered agricultural tractor/crawlers, Tier-1 diesel agricultural tractor with a Tier-4 diesel powered agricultural tractor, and Tier-2 diesel agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 308,600	4	0.721	0.070	0.062	Napa	8/1/24	No	2
25MOY103	Capp Family Vineyards, Inc	Off-road (ag)	Replace one Tier-1 diesel agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 59,500	1	0.070	0.018	0.015	Solano	8/6/24	No	2

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25MOY139	Oakville Ranch Vineyards LP	Off-road (ag)	Replace one Tier-2 diesel agricultural tractor/crawler with a Tier-4 diesel powered agricultural tractor/crawler	\$ 69,600	1	0.103	0.006	0.006	Napa	8/9/24	No	2
25MOY59	Venu Gopala Naga Varma, Penumatsa	Off-road (ag)	Replace one Tier-0 agricultural loader with a Tier-4 diesel powered agricultural loader	\$ 42,200	1	0.021	0.021	0.005	Contra Costa	8/9/24	Yes	2
25MOY43	The Trust for Hidden Villa	Off-road (ag)	Replace one Tier-2 agricultural tractor/loader with a Tier-4 diesel powered agricultural tractor/loader and Tier-0 agricultural tractor/loader with a Tier-4 diesel powered agricultural tractor/loader	\$ 39,950	2	0.031	0.010	0.004	Santa Clara	8/9/24	No	2
25MOY116	Foley Family Farms, LLC	Off-road (ag)	Replace three Tier-0 agricultural tractors with Tier-4 diesel powered agricultural tractors	\$ 179,700	3	0.400	0.065	0.042	Sonoma	8/12/24	No	2
25MOY128	Peduncle Wine Company	Off-road (ag)	Replace one Tier-2 diesel agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 72,200	1	0.130	0.008	0.008	Sonoma	8/12/24	No	2
25MOY96	Ilsley Brothers Farming, LLC	Off-road (ag)	Replace one Tier-0 agricultural forklift with a Tier-4 diesel powered agricultural forklift	\$ 73,100	1	0.091	0.014	0.010	Napa	8/16/24	No	2
25MOY58	Levin Richmond Terminal Corporation	Off-road (non-ag)	Replace one Tier-4 off-road diesel loader with an electric loader and replace one Tier-2 off-road diesel sweeper with an electric sweeper, plus charging infrastructure.	\$ 696,600	2	0.484	0.042	0.024	Contra Costa	11/6/24	Yes	2
25MOY46	Jaswant S. Bains	Off-road (ag)	Replace one Tier-0 agricultural backhoe with a Tier-4 diesel powered agricultural backhoe, one Tier-0 agricultural forklift with a Tier-4 diesel powered agricultural forklift, and one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 252,700	3	0.279	0.058	0.029	Solano	7/23/24	No	2
25MOY102	Four Seasons Vineyard Management	Off-road (ag)	Replace one Tier-0 agricultural skid steer loader with a Tier-4 diesel powered agricultural skid steer loader	\$ 65,500	1	0.253	0.034	0.023	Sonoma	8/22/24	No	2
25MOY47	Corona Vineyard Management LLC	Off-road (ag)	Replace one Tier-1 diesel agricultural tractor with a Tier-4 diesel powered agricultural tractor, one Tier-1 diesel agricultural tractor/crawler with a Tier-4 diesel powered agricultural tractor, and one Tier-0 diesel agricultural tractor/crawler with a Tier-4 diesel powered agricultural tractor/crawler	\$ 176,900	3	0.321	0.083	0.046	Napa	8/23/24	No	2
25MOY54	T and M Agricultural Services LLC	Off-road (ag)	Replace seven Tier-0 diesel agricultural tractors with Tier-4 diesel powered agricultural tractors and Replace one Tier-0 diesel agricultural forklift with a Tier-4 diesel powered agricultural forklift	\$ 291,500	8	0.233	0.232	0.060	Napa	8/23/24	No	2
25MOY148	VineCru Farming Company Inc.	Off-road (ag)	Replace one Tier-2 diesel agricultural compact tracked loader with a Tier-4 diesel powered agricultural compact tracked loader, one Tier-2 diesel agricultural tractor/loader with a Tier-4 diesel powered agricultural tractor/loader, one Tier-2 diesel agricultural tractor/crawler with a Tier-4 diesel powered agricultural tractor/crawler, one Tier-2 diesel agricultural tractor/crawler with a Tier-4 diesel powered agricultural tractor/crawler, one Tier-1 diesel agricultural tractor with a Tier-4 diesel powered agricultural tractor, and one Tier-1 diesel agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 398,500	6	0.563	0.093	0.079	Sonoma	8/26/24	No	2
25MOY100	Emanuel Correia	Off-road (ag)	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor/loader	\$ 35,800	1	0.062	0.011	0.008	Sonoma	8/30/24	No	2
25MOY87	Eric Thomas	Off-road (ag)	Replace one Tier-0 agricultural tractor/loader with a Tier-4 diesel powered agricultural tractor/loader and one Tier-2 agricultural skid steer loader with a Tier-4 diesel powered agricultural skid steer loader	\$ 131,600	2	0.134	0.040	0.015	Contra Costa	8/30/24	No	2
25MOY77	Seavey Vineyard Limited Partnership	Off-road (ag)	Replace one Tier-1 agricultural tractor/crawler and one Tier-0 agricultural tractor/crawler with a Tier-4 diesel powered agricultural tractor/crawler, replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor, and replace one Tier-1 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 152,100	4	0.140	0.027	0.019	Napa	9/5/24	No	2
25MOY83	Andrews Vineyards, LLC	Off-road (ag)	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 70,650	1	0.183	0.029	0.017	Solano	5/20/24	No	2
25MOY72	Clark Vineyard Management Inc.	Off-road (ag)	Replace one Tier-1 agricultural tractor with a Tier-4 diesel powered agricultural tractor and two Tier-3 agricultural tractor/crawlers with a Tier-4 diesel powered agricultural tractor/crawler	\$ 228,700	3	0.350	0.058	0.030	Napa	9/10/24	No	2

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25MOY61	Stag's Leap Wine Cellars, LLC	Off-road (ag)	Replace one Tier-0 diesel powered agricultural tractor with a Tier-4 diesel powered agricultural tractor, one Tier-1 diesel powered agricultural tractor/crawler with a Tier-4 diesel powered agricultural tractor/crawler, one Tier-2 diesel powered agricultural tractor/crawler with a Tier-4 diesel powered agricultural tractor/crawler, and one Tier-3 diesel-powered agricultural tractor/crawlers with a Tier-4 diesel powered agricultural tractor	\$ 294,900	4	0.389	0.054	0.043	Napa	9/12/24	No	2
25MOY86	Oakland Pallet Co., Inc.	Off-road (non-ag)	Replace one Tier-2 diesel powered excavator with one zero-emission electric excavator	\$ 290,500	1	0.234	0.020	0.015	Alameda	9/13/24	Yes	2
25MOY91	A & B Partners LLC	Off-road (non-ag)	Replace one Tier-2 diesel powered off-road yard truck with one zero-emission electric off-road yard truck	\$ 245,700	1	0.083	0.012	0.004	Alameda	9/19/24	Yes	2
25MOY27	Claudia Hernandez DBA: R&R Herbs	Off-road (ag)	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 64,400	1	0.230	0.030	0.021	San Mateo	7/5/24	No	2
25MOY124	Lucky Diamond LLC	Off-road (ag)	Replace one Tier-0 agricultural skip loader with a Tier-4 diesel powered agricultural skip loader, replace one Tier-1 agricultural excavator with a Tier-4 diesel powered agricultural excavator, and replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor/loader	\$ 361,800	3	0.430	0.054	0.035	Sonoma	9/27/24	No	2
26MOY23	On Lok Senior Health Services	On-road Infrastructure	Install DC fast charging infrastructure with 10 ports	\$ 311,000	-	-	-	-	Santa Clara	12/4/25	No	1, 2
26MOY5	Recology Sonoma Marin	On-road Infrastructure	Install level 2 charging infrastructure with 7 ports	\$ 57,000	-	-	-	-	Sonoma	12/4/25	Yes	1, 2
26MOY3	SHM Loch Lomond, LLC	Marine Infrastructure	Install DC fast charging infrastructure with 6 ports	\$ 155,000	-	-	-	-	Marin	12/4/25	No	2
26MOY9	San Francisco Bay Area Rapid Transit District	Transit Infrastructure	Install DC fast charging infrastructure with 4 ports	\$ 202,000	-	-	-	-	Alameda	12/4/25	Yes	1, 2
26MOY6 ³	RPEV Infrastructure Holdings, LLC	On-road Infrastructure	Install DC fast charging infrastructure with 16 ports and level 2 charging infrastructure with 30 ports	\$ 3,111,000	-	-	-	-	Contra Costa	12/4/25	Yes	1, 2
26MOY17	San Francisco-Marín Food Bank	On-road Infrastructure	Install DC fast charging infrastructure with 12 ports	\$ 366,000	-	-	-	-	San Francisco	12/4/25	Yes	1, 2
26MOY4	Eastern Contra Costa Transit Authority	Transit Infrastructure	Install DC fast charging infrastructure with 8 ports	\$ 519,000	-	-	-	-	Contra Costa	12/4/25	Yes	1, 2
26MOY14	Union Sanitary District	On-road Infrastructure	Install level 2 charging infrastructure with 34 ports	\$ 308,000	-	-	-	-	Alameda	12/4/25	Yes	1, 2
26MOY24	Kilroy Realty, L.P.	Marine Infrastructure	Install DC fast charging infrastructure with 8 ports	\$ 647,000	-	-	-	-	San Mateo	12/4/25	Yes	2
26MOY2	Young & Foolish LLC	On-road Infrastructure	Install DC fast charging infrastructure with 2 ports and level 2 charging infrastructure with 15 ports	\$ 592,000	-	-	-	-	Alameda	12/4/25	Yes	1, 2
26MOY20	Prologis Mobility	On-road Infrastructure	Install DC fast charging infrastructure with 64 ports	\$ 13,473,000	-	-	-	-	Alameda	12/4/25	Yes	1, 2
26MOY16	TEC of California, Inc	On-road Infrastructure	Install DC fast charging infrastructure with 2 ports and level 2 charging infrastructure with 6 ports	\$ 208,000	-	-	-	-	Alameda	12/4/25	Yes	1, 2

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26MOY15	FM Adeline, LLC	On-road Infrastructure	Install DC fast charging infrastructure with 30 ports	\$ 3,890,000	-	-	-	-	Alameda	12/4/25	Yes	1, 2
26SBP12	West County Transportation Agency	School Bus Infrastructure	Install DC fast charging infrastructure with 5 ports	\$ 603,000	-	-	-	-	Sonoma	12/4/25	Yes	1, 2
26MOY10	Presidio Trust	On-road Infrastructure	Install DC fast charging infrastructure with 6 ports	\$ 625,000	-	-	-	-	San Francisco	12/4/25	Yes	1, 2
26MOY7	United Natural Foods West, Inc	On-road Infrastructure	Install DC fast charging infrastructure with 34 ports	\$ 4,435,000	-	-	-	-	Santa Clara	12/4/25	Yes	1, 2
26MOY13	Angel Island Tiburon Ferry, Inc	Marine Infrastructure	Install wireless charging infrastructure for one vessel space	\$ 960,000	-	-	-	-	Marin	12/4/25	Yes	2
26MOY8	City of Brentwood	On-road Infrastructure	Install DC fast charging infrastructure with 2 ports and level 2 charging infrastructure with 32 ports	\$ 3,218,000	-	-	-	-	Contra Costa	12/4/25	Yes	1, 2
26MOY18	West Oakland Charging Partners LLC	On-road Infrastructure	Install DC fast charging infrastructure with 20 ports and level 2 charging infrastructure with 50 ports	\$ 15,681,000	-	-	-	-	Alameda	12/4/25	Yes	1, 2
26MOY25	Sunrise Farms LLC.	Off-Road (ag)	Replace one Tier-0 agricultural rubber-tired loader with a Tier-4 diesel powered agricultural rubber-tired loader	\$ 262,900	1	0.780	0.075	0.041	Sonoma	11/25/24	No	2
26MOY32	Poncia Fertilizer, Inc.	Off-Road (ag)	Replace one Tier-0 agricultural rubber-tired loader with a Tier-4 diesel powered agricultural rubber-tired loader	\$ 271,700	1	1.278	0.116	0.073	Sonoma	11/25/24	Yes	2
26MOY27	Fairview, LLC.	Off-Road (ag)	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor and one Tier-1 agricultural tractor with a Tier-4 diesel powered agricultural tractor.	\$ 110,000	2	0.289	0.046	0.033	Sonoma	11/26/24	No	2
26MOY29	Peter J Ferraro	Off-Road (ag)	Replace one Tier-0 agricultural backhoe with a Tier-4 diesel powered agricultural backhoe	\$ 138,900	1	0.156	0.020	0.014	Alameda	12/10/25	Yes	2
26MOY41	Stornetta Made, Inc.	Off-Road (ag)	Replace one Tier-2 agricultural grape harvester with a Tier-4 diesel powered agricultural grape harvester	\$ 87,300	1	0.142	0.010	0.007	Napa	12/23/24	Yes	2
26MOY49	Wight Vineyard Management, Inc.	Off-Road (ag)	Replace two Tier-0 agricultural tractors with Tier-4 diesel powered agricultural tractors, one Tier-1 agricultural tractor with a Tier-4 diesel powered agricultural tractor, and one Tier-2 agricultural tractor with a Tier-4 diesel powered agricultural tractor.	\$ 250,400	1	0.408	0.084	0.052	Napa	1/2/25	No	2
26MOY36	George Bianchi INC	Off-Road (ag)	Replace two Tier-0 agricultural tractors with Tier-4 diesel powered agricultural tractors	\$ 372,600	2	0.681	0.080	0.046	Sonoma	1/2/25	No	2
26MOY40	Stornetta Made, Inc.	Off-Road (ag)	Replace one Tier-0 agricultural tractor/crawler with a Tier-4 diesel powered agricultural tractor/crawler	\$ 92,800	1	0.204	0.027	0.018	Napa	1/13/25	No	2
26MOY44	Stag's Leap Wine Cellars, LLC	Off-Road (ag)	Replace two Tier-2 agricultural tractors with Tier-4 diesel powered agricultural tractors	\$ 154,500	2	0.198	0.014	0.015	Napa	1/13/25	No	2
26MOY55	Kenefick Ranches, LLC	Off-Road (ag)	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 65,700	1	0.118	0.020	0.014	Napa	1/15/25	No	2

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26MOY53	Sanchiotti Farming Inc.	Off-Road (ag)	Replace one Tier-1 agricultural tractor with a Tier-4 diesel powered agricultural tractor and one Tier-2 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 113,200	2	0.180	0.030	0.025	Sonoma	1/17/25	No	2
26MOY38	Mangels Ranch	Off-Road (ag)	Replace one Tier-0 agricultural tractor/loader with a Tier-4 diesel powered agricultural tractor/loader	\$ 61,200	1	0.093	0.015	0.009	Solano	1/23/25	No	2
26MOY60	Martinelli Farms, Inc.	Off-Road (ag)	Replace one Tier-1 agricultural tractor/crawler with a Tier-4 diesel powered agricultural tractor/crawler	\$ 93,000	1	0.142	0.023	0.017	Sonoma	1/28/25	No	2
26MOY42	Richard Allen Prather	Off-Road (ag)	Replace one Tier-1 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 63,500	1	0.069	0.017	0.013	Sonoma	1/30/25	No	2
26MOY59	Complete Equipment, Inc.	Off-Road (ag)	Replace one Tier-0 agricultural dozer with a Tier-4 diesel powered agricultural dozer	\$ 204,100	1	0.226	0.029	0.021	Sonoma	1/31/25	No	2
26MOY65	Napa Valley Land & Livestock Company, LLC	Off-Road (ag)	Replace one Tier-0 agricultural loader with a Tier-4 diesel powered agricultural loader	\$ 36,500	1	0.016	0.017	0.004	Napa	1/31/25	No	2
26MOY64	V. Sattui Winery	Off-Road (ag)	Replace one Tier-1 agricultural tractor with a Tier-4 diesel powered agricultural tractor/crawler and one Tier-0 agricultural tractor/crawler with a Tier-4 diesel powered agricultural tractor	\$ 152,200	2	0.260	0.042	0.031	Napa	2/4/25	No	2
26MOY61	McEvoy of Marin LLC	Off-Road (ag)	Replace one Tier-1 agricultural tractor/crawler with a Tier-4 diesel powered agricultural tractor/crawler and one Tier-2 agricultural tractor/crawler with a Tier-4 diesel powered agricultural tractor/crawler	\$ 199,100	2	0.320	0.038	0.031	Marin	2/4/25	Yes	2
26MOY68	Craig Battuello Family Vineyards II, LLC	Off-Road (ag)	Replace one Tier-1 agricultural tractor with a Tier-4 diesel powered agricultural tractor and one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 158,900	2	0.350	0.056	0.037	Napa	2/7/25	No	2
26MOY34	Grape Land Vineyard M, Inc.	Off-Road (ag)	Replace one Tier-1 agricultural tractor with a Tier-4 diesel powered agricultural tractor/crawler	\$ 96,700	1	0.213	0.035	0.026	Sonoma	2/10/25	No	2
26MOY46	Stornetta Made, Inc.	Off-Road (ag)	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 35,700	1	0.033	0.032	0.008	Napa	2/11/25	Yes	2
26MOY52	Michael George Leras	Off-Road (ag)	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor/loader	\$ 55,000	1	0.106	0.017	0.012	Sonoma	2/11/25	No	2
26MOY26	German Vineyards LLC	Off-Road (ag)	Replace one Tier-1 agricultural backhoe with a Tier-4 diesel powered agricultural backhoe	\$ 102,900	1	0.098	0.015	0.011	Solano	2/13/25	No	2
26MOY76	Tri-Valley Vineyard Management Inc.	Off-Road (ag)	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 55,100	1	0.148	0.023	0.014	Sonoma	2/19/25	No	2
26MOY39	Morrison Dairy	Off-Road (ag)	Replace one Tier-0 agricultural rubber-tired loader with a Tier-4 diesel powered agricultural rubber-tired loader	\$ 263,500	1	0.933	0.085	0.053	Sonoma	2/21/25	Yes	2
26MOY81	Palm Drive Vineyards LLC	Off-Road (ag)	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor/crawler	\$ 93,400	1	0.176	0.022	0.015	Sonoma	2/25/25	No	2
26MOY67	Collins Family Vineyards LLC	Off-Road (ag)	Replace one Tier-3 agricultural tractor with a Tier-4 diesel powered agricultural tractor and one Tier-0 agricultural tractor/loader with a Tier-4 diesel powered agricultural tractor/loader	\$ 146,400	2	0.150	0.051	0.018	Napa	2/25/25	No	2

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26MOY30	Tom Mertle	Off-Road (ag)	Replace one Tier-0 agricultural loader with a Tier-4 diesel powered agricultural loader	\$ 35,700	1	0.018	0.018	0.005	Sonoma	3/3/25	No	2
26MOY84	Ortiz Family Farm	Off-Road (ag)	Replace one Tier-0 agricultural loader with a Tier-4 diesel powered agricultural loader	\$ 63,600	1	0.037	0.036	0.009	Sonoma	3/3/25	Yes	2
26MOY66	Cameron & Company Trucking Inc.	Off-Road (ag)	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 67,800	1	0.147	0.026	0.018	Sonoma	3/3/25	No	2
26MOY77	Frediani Vineyards LLC	Off-Road (ag)	Replace two Tier-0 agricultural tractors with Tier-4 diesel powered agricultural tractors	\$ 127,600	2	0.208	0.034	0.023	Napa	3/3/25	No	2
26MOY101	Brigantino Dirt Works L.L.C.	Off-Road (ag)	Replace one Tier-0 agricultural dozer with a Tier-4 diesel powered agricultural dozer	\$ 438,300	1	1.705	0.157	0.097	Santa Clara	3/4/25	Yes	2
26MOY50	T and M Agricultural Services LLC	Off-Road (ag)	Replace two Tier-0 agricultural tractor/crawlers with Tier-4 diesel powered agricultural tractors	\$ 144,800	2	0.334	0.048	0.034	Napa	3/5/25	No	2
26MOY54	Ricoli Brothers	Off-Road (ag)	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 65,100	1	0.125	0.020	0.014	Sonoma	3/7/25	No	2
26MOY106	Nicholas and Susan Pritzker	Off-Road (ag)	Replace one Tier-2 agricultural tractor/loader with a Tier-4 diesel powered agricultural tractor/loader	\$ 29,500	1	0.046	0.002	0.002	Marin	3/17/25	Yes	2
26MOY62	Turnbull Wine Cellars	Off-Road (ag)	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor and one Tier-2 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 120,600	2	0.185	0.026	0.021	Napa	3/21/25	No	2
26MOY105	Gill Ag LLC	Off-Road (ag)	Replace one Tier-0 agricultural backhoe with a Tier-4 diesel powered agricultural backhoe	\$ 93,100	1	0.100	0.016	0.010	Solano	3/24/25	No	2
26MOY139	Shafer Vineyards	Off-Road (ag)	Replace one Tier-1 agricultural tractor/crawler with a Tier-4 diesel powered agricultural tractor/crawler	\$ 96,500	1	0.070	0.017	0.013	Napa	3/24/25	No	2
26MOY47	Douglas Ielmorini DBA Ielmorini Dairy	Off-Road (ag)	Replace one Tier-1 agricultural loader with a Tier-4 diesel powered agricultural loader one Tier-0 agricultural excavator with a Tier-4 diesel powered agricultural excavator	\$ 207,400	2	0.334	0.043	0.029	Marin	3/25/25	Yes	2
26MOY70	Domaine Careros, LTD.	Off-Road (ag)	Replace one Tier-2 agricultural tractor with a Tier-4 diesel powered agricultural tractor and three Tier-1 agricultural tractors with Tier-4 diesel powered agricultural tractors	\$ 313,800	4	0.583	0.086	0.067	Napa	3/27/25	No	2
26MOY92	Renteria Vineyard Management, LLC	Off-Road (ag)	Replace one Tier-1 agricultural tractor/crawler with a Tier-4 diesel powered agricultural tractor/crawler and Tier-2 agricultural tractor/crawler with a Tier-4 diesel powered agricultural tractor/crawler	\$ 170,700	2	0.195	0.035	0.030	Napa	3/27/25	No	2
26MOY90	James A. Piazza	Off-Road (ag)	Replace one Tier-0 agricultural rubber-tired loader with a Tier-4 diesel powered agricultural rubber-tired loader	\$ 209,800	1	0.452	0.059	0.041	Sonoma	4/4/25	No	2
26MOY151	Pie Ranch	Off-Road (ag)	Replace one Tier-1 agricultural loader with a Tier-4 diesel powered agricultural loader	\$ 41,500	1	0.029	0.007	0.005	San Mateo	4/4/25	No	2
26MOY78	Jeffrey and Diane Rowley	Off-Road (ag)	Replace one Tier-0 agricultural loader with a Tier-4 diesel powered agricultural loader	\$ 41,100	1	0.022	0.021	0.005	Marin	4/14/25	No	2

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26MOY124	Simple Pleasures LLC	Off-Road (ag)	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor and one Tier-1 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 57,900	2	0.059	0.054	0.014	San Mateo	4/14/25	No	2
26MOY110	Bains Farms LLC	Off-Road (ag)	Replace two Tier-0 agricultural tractors with Tier-4 diesel powered agricultural tractors	\$ 177,700	2	0.534	0.077	0.049	Solano	4/14/25	No	2
26MOY133	Joseph Pinheiro	Off-Road (ag)	Replace one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor/loader	\$ 37,300	1	0.146	0.021	0.012	Sonoma	4/21/25	No	2
26MOY126	O'shaughnessy Del Oso, LLC	Off-Road (ag)	Replace one Tier-3 agricultural tractor/crawler with a Tier-4 diesel powered agricultural tractor/crawler	\$ 84,400	1	0.112	0.010	0.008	Napa	4/21/25	No	2
26MOY43	C & F Farms Inc	Off-Road (ag)	Replace two Tier-0 agricultural tractors with Tier-4 diesel powered agricultural tractors and one Tier-1 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 353,100	3	0.716	0.085	0.056	Santa Clara	TBD	Yes	2
26MOY98	Jaswant S. Bains	Off-Road (ag)	Replace one Tier-0 agricultural rough terrain forklift with a Tier-4 diesel powered agricultural rough terrain forklift	\$ 82,900	1	0.068	0.013	0.010	Solano	TBD	No	2
26MOY148	Mysterious Valley Ranch, LLC	Off-Road (ag)	Replace one Tier-0 agricultural dozer with a Tier-4 diesel powered agricultural dozer	\$ 492,300	1	0.891	0.082	0.051	Napa	TBD	Yes	2
26MOY158	Mysterious Valley Ranch, LLC	Off-Road (ag)	Replace two Tier-0 agricultural loader/backhoes with Tier-4 diesel powered agricultural loader/backhoes and one Tier-0 agricultural tractor with a Tier-4 diesel powered agricultural tractor	\$ 181,900	3	0.940	0.099	0.056	Napa	TBD	Yes	2
26MOY123	Samuel Eakle	Off-Road (ag)	Replace one Tier-0 agricultural dozer with a Tier-4 diesel powered agricultural dozer and two Tier-1 agricultural loader/backhoes with Tier-4 diesel powered agricultural loader/backhoes	\$ 1,611,400	3	2.471	0.267	0.166	Napa	TBD	No	2
26MOY74	M2 Farming Inc.	Off-Road (ag)	Replace two Tier-3 agricultural tractors with Tier-4 diesel powered agricultural tractors	\$ 1,123,300	2	1.669	0.178	0.091	Contra Costa	TBD	Yes	2
26MOY69	San Felipe Farms, L.P.	Off-Road (ag)	Replace two Tier-0 agricultural rough terrain forklifts with Tier-4 diesel powered agricultural rough terrain forklifts, one Tier-2 agricultural tractor/crawler with a Tier-4 diesel powered agricultural tractor/crawler, and one Tier-3 agricultural tractor/crawler with a Tier-4 diesel powered agricultural tractor/crawler	\$ 582,600	4	1.386	0.132	0.074	Santa Clara	TBD	Yes	2
26MOY73	Morrison Chopping, LLC	Off-Road (ag)	Replace one Tier-0 agricultural rubber-tired loader with a Tier-4 diesel powered agricultural rubber-tired-loader	\$ 280,800	1	0.802	0.073	0.046	Sonoma	TBD	Yes	2
26SBP142	Mountain View Whisman School District	School bus + Infrastructure	Replace two diesel school buses with electric school buses and install DC Fast infrastructure with four ports.	\$ 1,091,000	2	0.014	0.001	-	Santa Clara	TBD	Yes	1, 2
26SBP155	Milpitas Unified School District	School bus + Infrastructure	Replace two diesel school buses with electric school buses and install DC Fast infrastructure with four ports.	\$ 1,835,700	2	0.086	0.006	-	Santa Clara	TBD	Yes	1, 2
26MOY116	AC Transit	Transit Bus	Replace 87 diesel transit buses with 83 fuel cell electric buses and 4 battery electric buses.	\$ 22,096,000	87	6.980	0.194	0.040	Alameda, Contra Costa	TBD	Yes	1, 2
26SBP157	San Ramon Valley Unified School District	School Bus	Replace 5 CNG & 2 diesel school buses with 7 battery electric school buses and install DC fast charging infrastructure with 16 ports, or equivalent	\$ 1,178,000	7	0.150	0.010	0.010	Contra Costa	TBD	Yes	1, 2
26MOY91	B & T Farms	Off-Road (ag)	Replace two Tier 1 diesel-powered agricultural tractors with two Tier 4 Final diesel-powered agricultural tractors and four Tier 0 diesel-powered agricultural tractors with four Tier 4 Final diesel-powered agricultural tractors	\$ 736,200	6	2.888	0.360	0.225	Santa Clara	TBD	Yes	2

ATTACHMENT 4

All Projects

Awarded, Allocated and Recommended between 7/1/24 and 4/28/2025

Funding Sources: Carl Moyer Program, Transportation Fund for Clean Air, Mobile Source Incentive Fund, FARMER, and Community Air Protection Incentives

(Data in this table are updated quarterly. Funds awarded or allocated after the date range above will be reflected in the next quarterly update.)

Project #	Applicant Name	Project Category	Project Description	Proposed Contract Award	Number of Engines	Emission Reductions (tons per year)			County	Board/APCO Approval Date	Benefits Priority Area(s)	Projected Funding Source†
						NOx	ROG	PM				
26MOY96	Napa Valley Transit	Transit Bus	Replace 2 diesel transit buses with 2 battery electric buses.	\$ 872,600	2	0.219	0.004	0.002	Marin	TBD	Yes	1, 2
26SBP136	Fremont Unified School District	School Bus	Replace two diesel school buses with two electric school buses and install level 2 charging infrastructure with 53 ports	\$ 2,212,200	2	0.050	0.002	-	Alameda	TBD	Yes	1, 2
26MOY159	San Mateo County Transit District	Transit Infrastructure	Install DC Fast charging infrastructure with 37 overhead pantographs, or equivalent, to support transit buses	\$ 13,336,000	-	-	-	-	San Mateo	TBD	Yes	1, 2
26MOY130	San Joaquin Regional Rail Commission	Locomotive	Repower three Tier 2 diesel-powered engines to zero emission hydrogen/battery propulsion systems in 3 passenger locomotives.	\$ 8,000,000	2	2.757	0.203	0.048	Alameda and Santa Clara	TBD	No	2
26MOY33	Alco Iron and Metal Co.	Off-Road (non-ag)	Replace one Tier 3 diesel-powered excavator with one mobile electric material handler and one Tier 2 diesel-powered excavator with one grid-tied all-electric material handler.	\$ 1,159,500	2	0.477	0.075	0.020	Alameda and Solano	TBD	Yes	2
26MOY117	Levin Richmond Terminal Corporation	Off-Road (non-ag)	Replace one Tier 3 diesel-powered rail-mounted gantry (RMG) crane with one zero-emission RMG crane and install charging infrastructure.	\$ 869,000	1	0.193	0.025	0.010	Contra Costa	TBD	Yes	2
26MOY89	Levin-Richmond Terminal Corporation	Off-Road (non-ag)	Replace one Tier 1 diesel-powered off-road sweeper with one zero-emission electric sweeper, and install charging infrastructure.	\$ 214,200	1	0.106	0.018	0.012	Contra Costa	TBD	Yes	2
126 Projects				Totals	\$ 133,758,450	272	45.3	5.3	3.0			

† Projected Funding Source includes (1) Transportation Fund for Clean Air; (2) CMP/MSIF, FARMER and Community Air Protection Program. At the time of award, the funding source(s) is assigned based on funding availability and project eligibility. However, the actual funding source used to pay out a project may be different from the Projected Funding Source due to a variety of factors such as delays in project implementation or other funding sources becoming available.

¹ Funds have been allocated to these programs and projects and results will be determined at the end of project period

² Date when BOD approved the program budget for FYE 2025

³ This project is awaiting final approval for award pending grantee property ownership confirmation.

Note: Projects that were previously awarded, but then withdrawn by the grantee, are not shown.

ATTACHMENT 5

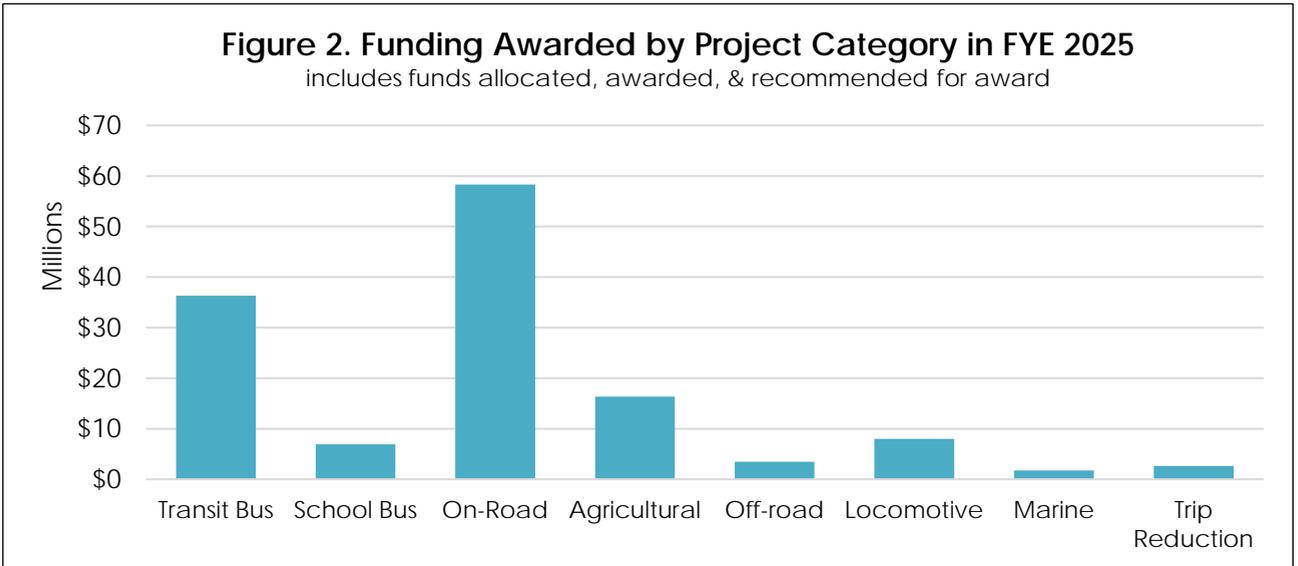
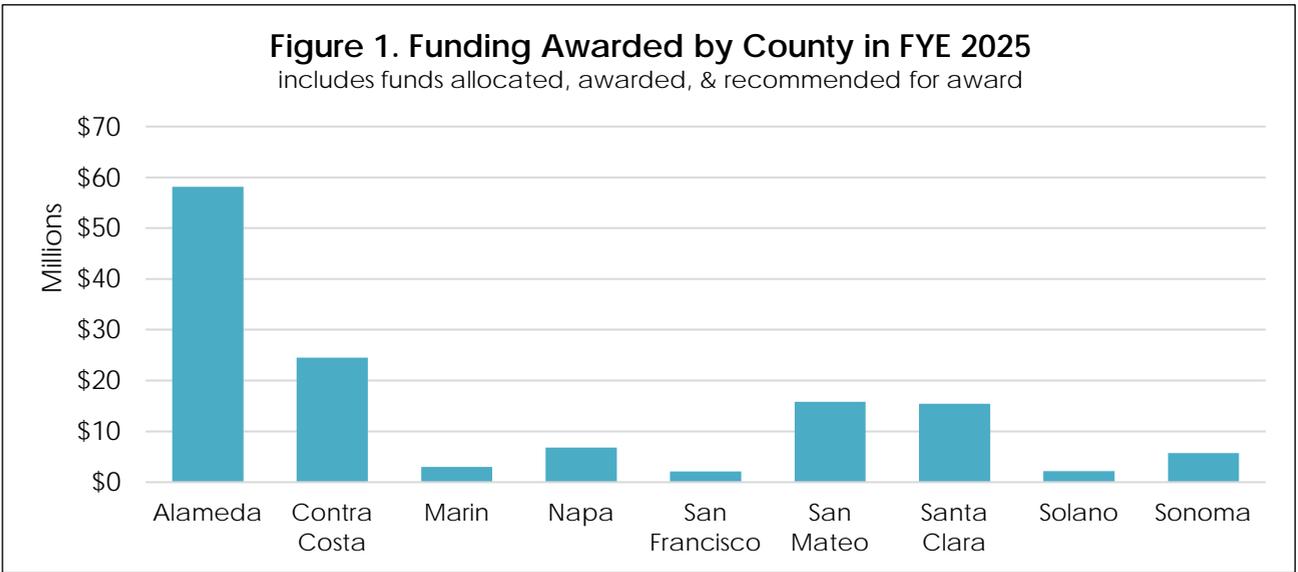
Funding Facts and Figures

7/1/24 through 4/28/2025

Funding Sources: Carl Moyer Program, Transportation Fund for Clean Air, Mobile Source Incentive Fund, FARMER, and Community Air Protection Incentives

Status of FYE 2025 Funding

\$133.7 million in Fiscal Year Ending (FYE) 2025 funding has been fully allocated and awarded.



BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: June 4, 2025

Re: Authorization to Execute a Master Services Agreement with Kearns & West,
Inc. for Implementation of the Bay Air Center

RECOMMENDED ACTION

1. Authorize the Executive Officer/APCO to execute a Master Services Agreement for implementation of the Bay Air Center (Contract No. 2025.143) from July 1, 2024, through June 30, 2025, with a not-to-exceed limit of \$7,500,000; and
2. Authorize the use of \$700,000 from the Incident Monitoring Program Reserve Designation to partially fund the first-year contract amount, as assumed in the Fiscal Year 2025-2026 Proposed Budget.

BACKGROUND

The Bay Air Center is a community-oriented service that provides multi-faceted technical support to a range of clients. The Bay Air Center was launched in 2019 under the current contract (Contract No. 2019.131), which is expiring soon. This proposed new contract (Contract No. 2025.143) will ensure that the Bay Air Center continues to provide consistent and reliable services and technical support to overburdened communities in the Bay Area throughout the duration of their projects.

The Bay Air Center provides support for general air quality information, air monitoring project design and implementation, and accessing and interpreting publicly available air quality data. The program also provides support for community-based organizations that are applying for grant funds to perform air monitoring or to implement other air quality projects. Grant application support has included review of grant proposals, general project scoping, selection of air monitoring technologies to meet project objectives, technical writing, and budgeting. Types of clients may include community-based organizations with air quality or air monitoring projects funded by the United States Environmental Protection Agency, California Air Resources Board, or Air District, partners on Assembly Bill (AB) 617 community emission reduction work, community-based organizations, organizations or individuals working with overburdened communities, local government agencies, schools, and members of the general public.

The Bay Air Center is also supporting the development and implementation of the Air District's new Refinery Community Particle Fallout Sampling Program, which aims to better characterize impacts in refinery-adjacent communities during unplanned incidents. Among other elements, this program includes a core network of Air-District-maintained deposition monitoring locations, development of protocols for community-conducted particle sampling, and formation of a community workgroup. The Bay Air Center has been central in conducting all of this work.

DISCUSSION

The current and proposed implementation of the Bay Air Center includes the following services:

- Support community-based organizations implementing air quality educational and capacity-building programs, air monitoring or data analysis projects, and assistance in applying for funding from other agencies. Air monitoring project support can include network design, sensor placement, sensor data quality assurance, quality control and validation, sensor verification instruments, data analysis or interpretation, and connecting data to suggested actions. The type of technical support provided is tailored to community-identified needs and is scoped uniquely with each requestor.
- Support data analysis including compilation, review, quality assurance, or analysis of publicly available sensor data within the Air District's jurisdiction in preparation for local-scale community projects, which also includes making datasets accessible to community partners or the general public.
- Develop and implement the Refinery Community Particle Fallout Sampling Program, which is a community-partnered program to sample particulate matter in the communities surrounding the Bay Area's five refineries following unplanned incidents at these facilities. On April 23, 2024, the Board of Directors approved the use of funds from the Air District's Incident Monitoring Program Reserve Designation to develop and implement the Refinery Community Particle Fallout Sampling Program.
- Maintain and update the Bay Air Center website (<https://bayaircenter.org>) that describes Bay Air Center services, eligibility, and profiles of past work with community partners and includes a "contact us" page for requesting support services. The website also serves as a resource library for community-based ambient air quality monitoring materials and resources for understanding air quality data, as well as educational and training materials on a variety of topics. Specific tasks include creating and updating website content and ensuring the website continues to operate efficiently, remains 508 compliant, and meets language accessibility requirements.

- Maintain a portable sensor verification system that can be used to provide in-field co-located measurements for community-led sensor networks for quality assurance purposes. Specific tasks include maintaining up-to-date quality assurance documentation, conducting routine maintenance and verification of instruments, and conducting field testing.

On March 18, 2025, the Air District issued a request for proposals (RFP), No. 2025-005, to solicit bids for a five-year contract for the implementation of the Bay Air Center beginning July 1, 2025. The RFP closed on April 22, 2025. An application review panel reviewed and scored submitted proposals, examining each firm’s qualifications, the proposal’s project approach, cost, and local and green business considerations. A total of 100 points was possible for each applicant.

Kearns & West, Inc. received the highest score with a total score of 85 out of 100. This applicant’s proposal was the only one received that was responsive to the RFP, and demonstrated that Kearns & West and their subcontractors, including TD Enviro, have a clear understanding of the work to be performed and extensive experience providing community-based organizations technical support on air quality projects, and developing high-quality materials communicating air quality and air monitoring concepts.

BUDGET CONSIDERATION/FINANCIAL IMPACT

If approved, funding for the first year of the contract—estimated at \$1.5 million—will be covered using \$700,000 from the Incident Monitoring Program Reserve Designation for the Refinery Community Particle Fallout Sampling Program and \$800,000 from the proposed Fiscal Year Ending 2026 budget under Program 811 for community support, data analysis support, contract administration, maintenance of the website, and maintenance of the sensor verification system. The remaining \$6 million required to support this contract will be included in the proposed budgets over the following four years, bringing the total contract amount to a maximum of \$7.5 million over the five-year term.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Michael Flagg and Kate Hoag
Reviewed by: Ranyee Chiang

ATTACHMENT(S):

1. Kearns & West Draft MSA Contract 2025.143

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

MASTER SERVICES CONTRACT

CONTRACT NO. 2025.143

1. PARTIES – The parties to this Contract (“Contract”) are the Bay Area Air Quality Management District (“DISTRICT”) whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and **Kearns & West, Inc.** (“CONTRACTOR”) whose address is 233 Sansome Street, Suite 400, San Francisco, CA 94104.
2. RECITALS
 - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for Services as defined herein. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the Services.
 - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
3. DEFINITIONS
 - A. “Purchase Order” shall mean the written or electronic document used by DISTRICT to track payments to CONTRACTOR under this Contract.
 - B. “Services” shall mean the services to be provided by CONTRACTOR hereunder as generally described in the General Description of Services, attached hereto as Attachment A and made a part hereof by this reference, and as specifically described in Task Orders issued pursuant to this Contract.
 - C. “Task Order” shall mean a written request by DISTRICT for specific services to be performed by CONTRACTOR.
4. PERFORMANCE REQUIREMENTS
 - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
 - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
 - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
 - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
 - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
 - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraphs A-E above.

5. TERM – The term of this Contract is from July 1, 2025 to June 30, 2030, unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.

6. TERMINATION

- A. The DISTRICT may terminate this Contract at any time, at will, and without specifying any reason, by notifying CONTRACTOR in writing. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of delivery of the notice of termination, and shall be delivered in accordance with the provisions of section 13 below. Immediately upon receipt of the notice of termination, CONTRACTOR shall cease all services under this Contract, except such services as are specified in the notice of termination. CONTRACTOR shall deliver a final invoice for all remaining services performed but not billed, including any services specified in the termination notice, on or before ten (10) business days following the termination date.
- B. Either party may terminate this Contract for breach by the other party.
- i) Failure to perform any agreement or obligation contained in this Contract or failure to complete the services in a satisfactory manner shall constitute a breach of the Contract.
 - ii) The non-breaching party may terminate the Contract by delivery of a written notice of breach. The notice of breach shall specify the date of termination, which shall be no earlier than ten (10) business days from delivery of the notice of breach. In the alternative, at its sole discretion, the non-breaching party may require the breaching party to cure the breach. The notice of breach shall specify the nature of the breach and the date by which such breach must be cured.
 - iii) If CONTRACTOR fails to perform any obligation under this Contract, DISTRICT at its sole discretion, may perform, or cause the performance, of the obligation itself. In that event, DISTRICT shall deduct the costs to perform such obligation and any other costs to cure the breach from the payment otherwise due to CONTRACTOR for work performed under this Contract. DISTRICT's performance hereunder shall not be deemed a waiver or release of any obligation of, or default by, CONTRACTOR under this Contract.
 - iv) The notice of breach shall be provided in accordance with the notice requirements set forth in section 13.
 - v) The non-breaching party reserves all rights under law and equity to enforce this Contract and recover any damages.

7. INSURANCE

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

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

- iv) Professional liability insurance with limits not less than one million dollars (\$1,000,000) each claim.
 - B. All insurance shall be placed with insurers acceptable to DISTRICT.
 - C. Prior to commencement of work under this Contract, CONTRACTOR shall furnish properly-executed certificates of insurance for all required insurance. Upon request by DISTRICT, CONTRACTOR shall provide a complete copy of any required insurance policy. CONTRACTOR shall notify DISTRICT in writing thirty (30) days prior to cancellation or modification of any required insurance policy. Any such modifications are subject to pre-approval by DISTRICT.
 - D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or to terminate this Contract for breach.
8. INDEMNIFICATION
- A. CONTRACTOR shall indemnify and hold DISTRICT, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Contract but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CONTRACTOR, its officers, agents, or employees.
 - B. DISTRICT shall indemnify and hold CONTRACTOR, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fee, or claims for injury or damages arising out of the performance of this Contract but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DISTRICT, its officers, agents, or employees.
9. AGREEMENT TO PROVIDE SERVICES
- A. CONTRACTOR hereby agrees to provide to DISTRICT, as DISTRICT may from time to time designate, such services as DISTRICT may order by Task Order, all in accordance with and subject to the terms, covenants and conditions of this Contract. DISTRICT agrees to pay for these services ordered by DISTRICT in accordance with and subject to the terms, covenants and conditions of this Contract.
 - B. All Task Orders issued by DISTRICT to CONTRACTOR for services during the term of this Contract are subject to the provisions of this Contract as though fully set forth in such Task Order. In the event that the provisions of this Contract conflict with any Task Order issued by DISTRICT to CONTRACTOR, the provisions of this Contract shall govern. No other terms and conditions, including, but not limited to, those contained in CONTRACTOR's standard printed terms and conditions, on CONTRACTOR's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Contract, any Task Order, or any transactions occurring pursuant hereto or thereto, unless this Contract shall be specifically amended to adopt such other terms and conditions in writing by the parties.

- C. Notwithstanding any other provision of this Contract to the contrary, DISTRICT shall have no obligation to order or purchase any services hereunder and the placement of any Task Order shall be in the sole discretion of DISTRICT. Without limiting the generality of the foregoing, the actual quantity of services to be purchased hereunder shall be determined by DISTRICT in its sole discretion and shall not exceed \$7,500,000. This Contract is not exclusive. CONTRACTOR expressly acknowledges and agrees that DISTRICT may purchase at its sole discretion, services that are identical or similar to the services described in this Contract from any third party.
10. TASK ORDERS – Each Task Order will specify the following items, as relevant: specific services requested, schedule for services, location where services are to be performed (with contact person), and cost or estimated cost of services. Each Task Order issued under this Contract shall be made part of, and be incorporated into this Contract, and shall reference this Contract on the face of each Task Order. Should any Task Order not conform to or satisfy the terms of this Contract, CONTRACTOR shall have five (5) business days after receipt to reject the Task Order. By not rejecting the Task Order within five (5) business days, CONTRACTOR will have accepted the Task Order. Acceptance by CONTRACTOR is limited to the provisions of this Contract and the Task Order. No additional or different provisions proposed by CONTRACTOR or DISTRICT shall apply. In addition, the parties agree that this Contract and accepted Task Orders constitute a contract for services and satisfy all statutory and legal formalities of a contract.
11. PRICING, INVOICES, AND PAYMENT
- A. DISTRICT shall pay CONTRACTOR for all services ordered and provided in compliance with the terms and conditions of this Contract and with Task Orders issued under this Contract.
 - B. CONTRACTOR shall submit original invoices to DISTRICT in form and substance and format reasonably acceptable to DISTRICT. Each invoice, including supporting documentation, must be prepared in duplicate on CONTRACTOR's letterhead; must list DISTRICT's contract number, Purchase Order Number, and the CONTRACTOR's Social Security Number or Federal Employer Identification Number; and must be submitted to: Bay Area Air Quality Management District, 375 Beale Street, Suite 600, San Francisco, CA 94105, Attn: Contracts Manager.
 - C. Except as specifically set forth in Attachment A or in Task Orders under this Contract, DISTRICT shall not be responsible for any additional costs or expenses of any nature incurred by CONTRACTOR in connection with the provision of the services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc.
 - D. CONTRACTOR represents, warrants and covenants that the prices, charges and fees for services set forth in this Contract (on the whole) are at least as favorable as the prices, charges and fees CONTRACTOR charges (on the whole) to other of its customers or clients for the same or substantially similar services provided under the same or substantially similar circumstances, terms, and conditions. If CONTRACTOR agrees or contracts with other clients or customers similarly situated during the Term of this Contract, and offers or agrees to financial terms more favorable than those set forth herein (on the whole), CONTRACTOR hereby agrees that it will reduce the prices, charges and/or fees charged to DISTRICT in respect of the services hereunder to the most favorable rates received by those other clients or customers.
12. DISPUTE RESOLUTION – A party that disputes a notice of breach must first seek mediation to resolve the dispute in accordance with the provisions set forth below.

- A. Upon receipt of a notice of breach of contract, the party may submit a demand for mediation to resolve whether or not a breach occurred. The party must state the basis of the dispute and deliver the demand within ten (10) business days of the date of receipt of the notice of breach.
 - B. The mediation shall take place at DISTRICT's office at 375 Beale Street, Suite 600, San Francisco, or at such other place as may be mutually agreed upon by the parties and the mediator.
 - C. The parties shall make good faith efforts to hold the mediation within thirty (30) days after receipt of the demand for mediation.
 - D. Each party shall bear its own mediation costs.
 - E. In the event the parties are unable to resolve the dispute, either party may file an action in a court of competent jurisdiction to enforce the Contract.
 - F. Maximum recovery under this section shall be limited to the total value of all Task Orders issued under this Contract. The mediation costs shall not reduce the maximum amount recoverable under this section.
13. NOTICES – All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail, facsimile, or regular first class mail. In the case of e-mail and facsimile communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. E-mail and facsimile communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. PST. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

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

CONTRACTOR: Kearns & West, Inc.
233 Sansome St., Suite 600
San Francisco, CA 94104
Attn: Nicolas Townes

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

15. EMPLOYEES OF CONTRACTOR

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

report or document to a third party. DISTRICT may waive in writing its requirement for prior approval.

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

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

- D. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and shall require compliance with the above.
19. AUDIT / INSPECTION OF RECORDS – If this Contract exceeds \$10,000, 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.
20. NON-DISCRIMINATION – In the performance of this Contract, CONTRACTOR shall not discriminate in its recruitment, hiring, promotion, demotion, and termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, medical condition, or physical or mental disability and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts. CONTRACTOR shall also require each subcontractor performing services in connection with this Contract to comply with this section and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.

21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
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 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.

30. 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.

31. SURVIVAL OF TERMS – The provisions of sections 8 (Indemnification), 16 (Confidentiality), 17 (Intellectual Property Rights), and 18 (Publication) shall survive the expiration or termination of this Contract.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

KEARNS & WEST, INC.

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

By: _____
J. Glen Smith
Vice President, Business Services

Date: _____

Date: _____

Approved as to form:
General Counsel

By: _____
Alexander Crockett
General Counsel

Attachment A
General Description of Services

The CONTRACTOR will serve as the Project Manager for the Bay Air Center (“Program”), a community-oriented service that provides multi-faceted technical support to a range of clients including community-based organizations with air quality or air monitoring projects funded by the U.S. Environmental Protection Agency, California Air Resources Board, or Air District grants, partners on Assembly Bill (“AB”) 617 community emission reduction work, community-based organizations, organizations and individuals working with overburdened communities, local government agencies, schools, and members of the general public. The Program also supports development and implementation of DISTRICT’s new Refinery Community Particle Fallout Sampling Program, which aims to better characterize impacts in refinery-adjacent communities during unplanned incidents. Among other elements, this program includes a core network of DISTRICT-maintained deposition monitoring locations, development of protocols for community-conducted particle sampling, and formation of a community workgroup.

CONTRACTOR specializes in community engagement, project facilitation and management, and under this Contract, CONTRACTOR will ensure that the Program continues to provide consistent and reliable services and technical support to overburdened communities in the Bay Area throughout the duration of their projects.

CONTRACTOR will manage the Program on DISTRICT’s behalf, acting at the request and direction of DISTRICT. These services will include, but are not limited to, reporting back to DISTRICT’s staff at key decision-points and milestones and make recommendations for DISTRICT’s consideration and approval. All work authorized under this Contract will be by Task Orders. CONTRACTOR will engage and contract directly with the followings subcontractors as needed to complete CONTRACTOR’s tasks.

1. TD Enviro;
2. Trinity;
3. InterEthnica;
4. TrueNorth; and
5. Dr. Gwen Ottinger

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: June 4, 2025

Re: Authorization to Accept Revenues under a Subgrant Agreement with the Port
of Oakland to Support Fenceline Air Monitoring and Reporting

RECOMMENDED ACTION

Authorize the Executive Officer/APCO to accept, obligate, and expend \$73,317 in funding under a Subgrant Agreement with the Port of Oakland to support fenceline air monitoring and reporting.

BACKGROUND

The Port of Oakland applied for and was awarded funding by the United States Environmental Protection Agency (US EPA) under the Inflation Reduction Act - Clean Ports Program. The funding provides support on the community engagement process, gathering input and perspectives regarding environmental and community impacts of industrial and maritime operations connected to the Port of Oakland and the connected goods and services movement throughout community and stakeholders. The funding also includes supporting a fenceline air quality monitoring program, with which the Port of Oakland requested Air District assistance.

DISCUSSION

The Air District has been in coordination with the Port of Oakland and community partners regarding the proposed scope of work for supporting the fenceline air monitoring program under the Subgrant Agreement. The Air District will participate in the planning and design of fenceline monitoring to be implemented by the Port of Oakland. The Air District will also support review and reporting of the collected fenceline monitoring data. Specifically, the Air District will assist in the following activities:

- Review the Request for Proposals to select an air quality consultant to install and operate the fenceline monitoring system
- Selection of the locations and types of air quality monitoring equipment
- Interviewing and selecting the air quality consultant following review of submitted proposals

- Review collected fence-line air monitoring data and reports
- Providing air quality monitoring data updates and progress to the community

If the Board approves of the acceptance, obligation, and expenditure of these funds, Air District staff will begin work under the Subgrant Agreement with the Port of Oakland.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The Air District will fund work performed under the agreement and seek reimbursement up to \$73,317 from the US EPA grant, in coordination with the Port of Oakland, at regular intervals throughout the grant period (Fiscal Years 2025–2026 through 2028–2029). The Subgrant Agreement will terminate on December 31, 2028.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Dan Alrick and Kate Hoag
Reviewed by: Ranyee Chiang

ATTACHMENT(S):

1. Clean Ports Subgrant Draft Agreement_BAAQMD

PORT OF OAKLAND SUBGRANT AGREEMENT

Basic Subgrant Information			
Subgrantee Name	Bay Area Air Quality Management District	Effective Date	January 1, 2025
Awarding Agency	Environmental Protection Agency (“EPA”)		
Description of Grant	Inflation Reduction Act - Clean Ports Program, as further described in Exhibit A.		
Description of Project	The Project provides support on the community engagement process, gathering input and perspectives regarding environmental and community impacts of industrial and maritime operations connected to the Port of Oakland and the connected goods and services movement throughout community and stakeholders. The Project also includes supporting the air quality monitoring program, as further described in Exhibit B.		
Maximum Subgrant Amount	\$73,317	Subgrant Termination Date	December 31, 2028

This Port of Oakland Subgrant Agreement (“Agreement”) is entered into by and between the City of Oakland, a municipal corporation acting by and through its Board of Port Commissioners (“Port” or “Port of Oakland”) and the Subgrantee as of the Reference Date with respect to the Project under the Grant (**Exhibit A**). Port and Subgrantee are individually referred to as a “Party” and collectively referred to as the “Parties.” All terms defined in the Basic Subgrant Information above are incorporated herein.

1. **Recitals.** The following Recitals are incorporated into this Agreement.

- 1.1. On December 16, 2024, the Port was awarded \$322,167,584 from the Awarding Agency for the Grant (**Exhibit A**). The Federal Award Identification Number for this grant is 97T26001 and the Assistance Listing Number is 66.051 - Clean Ports Program. The project period for the EPA Clean Ports Program Grant is January 1, 2025, through December 31, 2028, with a total budget cost of \$467,756,198.
- 1.2. On December 19, 2024, the Board of Port Commissioners adopted Resolution Number 24-109 approving and authorizing the Executive Officer to execute the Grant agreement with EPA and execute any ancillary agreements such as individual subgrant agreements with project partners.
- 1.3. The Grant requires matching funds of \$7,569,953 from the Port and other contributions of \$138,018,661. Third party contributions counting toward satisfying a cost sharing requirement must be verifiable from records held by the Port and Subgrantee, as applicable. These records must reflect how the value is placed on third party contributions and the value of third-party contributions must be applied to the period to which the cost sharing requirement applies.

- 1.4. The Grant includes subawards for project partners, of which Subgrantee is one.
- 1.5. This Agreement provides up to the values shown for the Project described in **Exhibit B** (Description of Project). Funding is provided only on a reimbursable basis.
- 1.6. Subgrantee was identified as the party responsible for implementation of the Project.
- 1.7. The Subgrant period performance starts January 1, 2025, and ends December 31, 2028.
- 1.8. Subgrantee is responsible for implementation of the Project under the same terms and conditions as outlined in the Grant and those found in this Agreement.
2. **Purpose.** This Agreement is intended to clarify the Parties' respective roles and responsibilities with respect to the Project. This Agreement shall be subject to, and consistent with, the Grant.
3. **Subgrantee Obligations.**
 - 3.1. **Subgrantee Performance.** Subgrantee agrees to, at its sole cost and expense, assume complete and full responsibility for all duties, obligations, and responsibilities of the Port for the Project as outlined in **Exhibit B**. Such duties, obligations, and responsibilities shall include, but not be limited to, performance of the activity authorized by the Grant, implementation of the required contract provisions, required reporting, audit compliance, and completion of any necessary environmental review, as well as all other applicable requirements of the Grant. Such requirements include, but are not limited to:
 - 3.1.1. Subgrantee shall contribute any Subgrantee Contribution, as defined in **Exhibit B** (Description of Project).
 - 3.1.2. Subgrantee shall implement Subgrantee's Project ("Project"), as outlined in **Exhibit B** (Description of Project).
 - 3.1.3. Subgrantee will fulfill all obligations for its portion of the Funds. "Funds" means all moneys available for a project, whether from the Awarding Agency or the Port. The Subgrantee Grant Amount shall be the sum of the Awarding Agency Amount and Port Cost Share. The Subgrantee Contribution is the amount shown the below Cost Share Table under the column "Subgrantee Contribution."
 - 3.1.4. The Subgrantee Grant Amount shall be used to carry out the Project in accordance with the final approved workplan. For any deviance, Subgrantee agrees to follow the requirements in the Grant, including those found in the Programmatic Conditions.
 - 3.1.5. Subgrantee shall provide the Port all information and records related to the activities described in Exhibit B needed for the following reports:
 - 3.1.5.1. Semi-Annual Performance Reports, for EPA Form 5900-690 or future revisions, as applicable are due as follows:
 - 3.1.5.1.1. Initial Draft of the first Semi-Annual Performance Report, with information to date, May 31 of the first year of this Agreement;

- 3.1.5.1.2. Semi-Annual Performance Reports are due by July 7 and January 7; and
- 3.1.5.1.3. Final Performance Report is due 60 days before the end of Subgrantee's contract agreement.
- 3.1.5.2. MBE/WBE Utilization Under Federal Grants and Cooperative Agreements report, EPA Form 5700-52A or future revisions, as applicable:
 - 3.1.5.2.1. Annual Report is due by October 5; and
 - 3.1.5.2.2. Final Performance Report is due 60 days before the end of Subgrantee's contract agreement.
- 3.1.5.3. Federal Financial Report (FFR) Standard Form 425 or future revisions, as applicable:
 - 3.1.5.3.1. Annual Report is due by October 31; and
 - 3.1.5.3.2. Final Performance Report is due 60 days before the end of Subgrantee's contract agreement.
- 3.1.6. If applicable, awaiting EPA approval of a Leasing Implementation Plan before working on the Watt EV subaward and Forum Mobility subaward (see Programmatic Condition n);
- 3.1.7. Davis-Bacon and Related Acts (“DBRA”) (see Programmatic Condition BB). By accepting this award, the EPA subrecipient acknowledges and agrees to the terms and conditions provided in the DBRA Requirements for EPA Subrecipients. Such requirements include:
 - 3.1.7.1. Following procedures in 29 CFR § 1.6 when soliciting bids and awarding contracts;
 - 3.1.7.2. Including the following text on all contracts under this grant: “By accepting this contract, the contractor acknowledges and agrees to the terms provided in the DBRA Requirements for Contractors and Subcontractors Under EPA Grants.” Such language shall include a link to the following URL: www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts;
 - 3.1.7.3. Working with contractors to request additional wage rates if required for contracts under this grant, as provided in 29 CFR § 5.5(a)(1)(iii);
 - 3.1.7.4. Ensure contractor compliance with the terms of the contract, as required by 29 CFR § 5.6;
- 3.1.8. Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable;

- 3.1.9. Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (“FFATA”) set forth in General Condition of the pass-through entity’s agreement with EPA entitled “Reporting Subawards and Executive Compensation”;
 - 3.1.10. Limitations on individual consultant fees as set forth in General Condition 2 CFR § 1500.10 and the General Condition of the pass-through entity’s agreement with EPA entitled “Consultant Fee Cap”;
 - 3.1.11. EPA’s prohibition on paying management fees as set forth in General Condition of the pass-through entity’s agreement with EPA entitled “Management Fees”;
 - 3.1.12. The Procurement Standards in 2 CFR Part 200 including those requiring competition when the subrecipient acquires goods and services from contractors (including consultants);
 - 3.1.13. Equipment standards, including use, management, and record requirements in 2 CFR § 200.313;
 - 3.1.14. Cooperating with any risk assessment analysis by the Port under 2 CFR Part 200; and
 - 3.1.15. If Subgrantee is a for-profit organization, it shall follow the requirements in **Exhibit C** (Reimbursement Procedures) specific to for-profit organizations.
- 3.2. **Indemnification.** To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782, 2782.6, and 2782.8), Subgrantee will defend (with legal counsel chosen or approved by the Port Attorney), indemnify, release, and hold harmless the Port and its officers, agents, departments, officials, representatives, and employees (collectively, “Indemnitees”) from and against the Liabilities.
- 3.2.1. “Liabilities” means any and all claims, losses, costs, damages, injuries, including, without limitation, injury to or death of Subgrantee’s invitees, employees, consultants or contractors, expenses and liabilities of every kind, nature, and description, including, without limitation, incidental and consequential damages, court costs, paralegal and attorneys’ fees (including in-house paralegal and attorneys’ fees), Port staff costs, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation that arise from or relate to, directly or indirectly, in whole or in part:
 - 3.2.1.1. the Project, or any part thereof;
 - 3.2.1.2. any act or omission of Subgrantee or anyone acting through or on behalf of Subgrantee, its contractors or consultants;
 - 3.2.1.3. any claim of infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other intellectual property or proprietary right of any person or persons in consequence of the use by the Port to be supplied in the performance of this Agreement; or

- 3.2.1.4. any claim of unauthorized collection, disclosure, use, access, destruction, or modification, or inability to access, or failure to provide data, by any person or persons in consequence of any act or omission by Subgrantee, its contractors or consultants.
- 3.2.2. The obligations to defend, hold harmless, and indemnify any Indemnitees will not apply to the extent that the Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of the Indemnitees, but will apply to all other Liabilities.
- 3.2.3. The obligations in this Section will survive the termination of this Agreement.
- 3.3. **Insurance.** Subgrantee shall have and maintain the insurance coverage and other requirements detailed in **Exhibit E** (Insurance Requirements).
- 3.4. **Contractor and Consultant Indemnification and Insurance.** Subgrantee must cause its contractors and consultants working on Subgrantee's behalf within the scope of this Agreement to agree to indemnities and insurance obligations in Section 3.2 (Indemnification) and Section 3.3 (Insurance) in favor of Port and other Indemnitees in the exact form and substance of those contained in this Agreement.
- 3.5. **Compliance with Laws.** All activities that Subgrantee performs, or causes to be performed, under this Agreement shall at all times comply with the requirements of the Grant and any other applicable federal, state, or local law, regulation, or rule, as they may be amended or superseded from time to time.
- 3.6. **Invoices; Reports.** Subgrantee shall submit invoices in accordance with **Exhibit C** (Reimbursement Procedures).
- 3.7. Records Retention; Audit.**
- 3.7.1. **Retention.** Subgrantee must maintain unaltered all Records during the Retention Period.
- 3.7.1.1. "Retention Period" means the Term of this Agreement plus an additional four (4) years following the later of: (a) termination of this Agreement, (b) the Port's final disbursement under this Agreement, (c) resolution of pending issues between the Parties under this Agreement, or (d) submission of the final financial report to the Awarding Agency. If any litigation, claim, or audit related to the Project is stated before the expiration of the four (4)-year period involving the Port or Subgrantee, Subgrantee must maintain all appropriate records until these actions are completed and all issues resolved.
- 3.7.1.2. "Records" means complete and accurate books of account and supporting documentation in a form consistent with generally accepted accounting principles, in electronic and other mediums, related to this Agreement or prepared by or furnished to Subgrantee during the course of performing the Services or which show the actual costs incurred by Subgrantee in the

performance of this Agreement, including (without limitation) documents, correspondence, copies of contracts and communications with contractors and consultants, internal memoranda, calculations, books and accounts, accounting records documenting work under this Agreement, invoices, payrolls, cancelled checks, payrolls, and such other evidence or information as the Port may require. Records include programmatic reports, including information on environmental results, and audit findings.

3.7.2. **Audit and Tolling.** During the Retention Period, the Port or the granting agency may Audit the Records. Subgrantee agrees to toll all applicable periods of any statutes of limitations: (a) commencing on the first day of an Audit and ending four (4) years after the Port or granting agency delivers to Consultant the final Audit findings; (b) commencing on the first day of an Audit and ending four (4) years after the Port's or granting agency's completion of the Audit, if no final Audit findings are produced; and (c) commencing on the day the Port's or granting agency's claim or right or cause of action arises with regard to any matter under this Agreement and ending four (4) years thereafter. Additionally, Subgrantee shall, at its sole cost and expense, comply with all audits, reporting, or other similar obligations under the Master Agreement or Program Supplements.

3.8. **Conflict of Interest.** No Subgrantee executive staff, employee, or decision maker has (i) discussed the Project with any member of the Board of Port Commissioners outside of a public meeting, or (ii) are related to or have a business relationship with any member of the Board of Port Commissioners; or (iii) have provided financial incentives or gifts to any Port staff or member of the Board of Port Commissioners in exchange for, or anticipation of, this Agreement.

4. Port Obligations.

4.1. **Port Reimbursement.** The Port shall reimburse Subgrantee amounts up to the Maximum Subgrant Amount, provided, however, that Subgrantee is in compliance with all provisions of this Agreement, including (without limitation) **Exhibit C** (Reimbursement Procedures) and Section 3 (Subgrantee Obligations). Reimbursements shall be paid to Subgrantee within the times provided in **Exhibit C** (Reimbursement Procedures).

4.2. **Port Cooperation.** The Port shall reasonably cooperate with Subgrantee to address any issues affecting the completion, implementation, or funding of the Project, subject to any duly authorized amendment to this Agreement or execution of another agreement authorized by the Parties. This includes, for example in the case of certain electrical infrastructure, using best efforts to complete any electrical infrastructure upgrades upstream that are necessary for the completion and operation of the project within a mutually agreed upon project schedule to allow for completion of the project within the Grant timelines. The Parties understand and acknowledge that additional upstream infrastructure upgrades that may be needed for the project may be managed, owned, or otherwise controlled by third parties who are not a party to this Agreement.

4.3. **No Other Port Obligations.** Nothing in this Agreement shall impose an obligation upon the Port unless specifically stated in this Section. In no event shall the Port be obligated to reimburse, pay, or transfer any amounts that have not first been disbursed to the Port by the Granting Agency in accordance with the Grant.

5. **Term & Termination.**

5.1. **Term.** The term of this Agreement (the “Term”) shall commence on the Effective Date and shall terminate upon the earliest of the following: completion of the Project, termination of the Grant, or expenditure of all Grant Funds as set forth herein.

5.2. **Termination.** This Agreement may be terminated by mutual written agreement of the Parties, or by either Party upon a breach of the terms and conditions of this Agreement by the other Party. The non-breaching Party shall notify the breaching Party of the breach in writing. If such breach is not corrected within thirty (30) days, or if thirty (30) days is not sufficient time to correct the breach, within a reasonable amount of time provided that the breaching party is diligently working to correct the breach, then the non-breaching Party may terminate this Agreement upon written notice to the breaching Party.

5.3. **Survival.** This Agreement shall remain in effect until the Subgrant Termination Date, at which time the Subgrant will terminate as to all provisions, except those that the Parties agree in writing will survive termination.

6. **Notices.** Any and all notices, reports, correspondence and invoices (collectively “Communications”), required under this Agreement or the Grant Award must be transmitted to the other party at the physical address or electronic mail address in **Exhibit D** (Notices). Communications will be deemed delivered: one (1) day after transmission via electronic mail; five (5) days after deposit in the United States mail, first class postage affixed; or upon actual delivery if delivered via courier, providing the courier maintains a log of delivery dates and times. If the courier does not maintain a log, delivery will be deemed to occur two (2) days after deposit with the courier.

7. **Additional Provisions.**

7.1. **Additional Acts and Documents.** Each Party agrees to do all things and take all actions necessary to make, execute and deliver any other documents or instruments and instruments, as are reasonably required to carry out the provisions, intent and purpose of this Agreement.

7.2. **Time is of the Essence.** Time is of the essence in the performance of all obligations under this Agreement.

7.3. **Severability.** Should any part of this Agreement be declared unconstitutional, invalid or beyond the authority of either party to enter into or carry out, that determination will not affect the validity of the remainder of the Subgrant, which will continue in full force and effect provided the remainder of the Subgrant can, absent the excised portion, be reasonably interpreted to give effect to the intention of the Parties.

- 7.4. **Integration.** This Agreement represents the entire agreement between the Parties with respect to the subject matter thereof. No representations, warranties, inducements or oral agreements have been made by either of the Parties or their staff except as expressly set forth in this Agreement.
- 7.5. **Amendment.** This Agreement may only be amended or modified in writing, approved by the Parties, Board of Port Commissioners, and the Port Attorney.
- 7.6. **No Waiver.** The Port's waiver of any breach of any term, covenant, condition or provision of this Agreement will not be deemed to be a waiver of any subsequent breach of any term, covenant or condition. Further, reimbursement for any scope of work will not be deemed a waiver of Subgrantee's obligations under this Agreement for any activities that may have occurred prior to reimbursement.
- 7.7. **Subgrantee Acting Independently.** At all times, Subgrantee and its employees, contractors, consultants, and agents will be deemed independent. Under no circumstances shall this Agreement be construed as creating an employment, consultant, contractor, agency, joint venture, or partnership relationship between or among the Port and Subgrantee or their respective employees, contractors, consultants, and agents, and no such relationship shall be implied from performance under this Agreement.
- 7.8. **No Assignment.** The grant of Funds and Subgrantee's obligations under this Agreement are specific to Subgrantee and may not be transferred or assigned. Any purported transfer or assignment of this Agreement shall be void.
- 7.9. **Governing Law/Venue.** This Agreement must be construed and interpreted in accordance with the laws of the State of California, without regard to principles of conflict of law. Subgrantee hereby consents to the exclusive jurisdiction of the state and federal courts in Alameda County, California or the United States District Court for the Northern District of California, and any actions arising out of or filed in connection with this Agreement must be filed solely in these courts.
- 7.10. **No Third-Party Beneficiaries.** Except as expressly provided in this Agreement, nothing in this Agreement shall confer rights or benefits on persons or entities not party to this Agreement.
- 7.11. **Warranty of Signatories.** Every person signing this Agreement on behalf of Subgrantee and the Port represents and warrants that such person has sufficient authority to sign this Agreement and create a valid and binding obligation on the Parties.
- 7.12. **Incorporation by Reference.** All exhibits referred to are attached to this Agreement and incorporated by reference.

[Signatures Continued on Next Page]

PORT OF OAKLAND

CITY OF OAKLAND, a municipal corporation,
acting by and through its Board of Port
Commissioners,

By: _____
Kristi McKenney
Executive Director

**THIS AGREEMENT SHALL NOT BE VALID
OR EFFECTIVE FOR ANY PURPOSE
UNLESS AND UNTIL SIGNED BY THE PORT
ATTORNEY.**

Approved as to form and legality:

By: _____
MARY C. RICHARDSON, Port Attorney
(Or Assistant Port Attorney or Deputy Port Attorney
signing on behalf of)

Port Resolution No.: 24-109

Board Approval Date: December 19, 2024

PA#: 2025-152

SUBGRANTEE

**BAY AREA AIR QUALITY MANAGEMENT
DISTRICT**

By:

Name: Dr. Philip M. Fine
Title: Executive Officer/APCO
Email:

ATTEST

By:

Name: Alexander G. Crockett
Title: General Counsel
Email:

Exhibit A

Description of Grant

[See Attached]

DRAFT

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement	GRANT NUMBER (FAIN): 97T26001 MODIFICATION NUMBER: 0 PROGRAM CODE: 5Y	DATE OF AWARD 12/16/2024
		TYPE OF ACTION New	MAILING DATE 12/19/2024
		PAYMENT METHOD: ASAP	ACH# 90781
		RECIPIENT TYPE: Township	
RECIPIENT: PORT DEPARTMENT OF THE CITY OF OAKLAND 530 Water St, 2nd Floor Oakland, CA 94607-3798 EIN: 94-1746312		PAYEE: PORT DEPARTMENT OF THE CITY OF OAKLAND 530 Water St, 2nd Floor Oakland, CA 94607-3798	
PROJECT MANAGER Tim Leong 530 Water St, 2nd Floor Oakland, CA 94607-3798 Email: tleong@portoakland.com Phone: 510-627-1537		EPA PROJECT OFFICER Asia Yeary 75 Hawthorne Street, AIR-1-1 San Francisco, CA 94105 Email: yeary.asia@epa.gov Phone: 808-342-5675	
EPA GRANT SPECIALIST Kimberli Smith Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94501 Email: smith.kimberli@epa.gov Phone: 415-972-3157			
PROJECT TITLE AND DESCRIPTION Inflation Reduction Act - Clean Ports Program See Attachment 1 for project description.			
BUDGET PERIOD 01/01/2025 - 12/31/2028	PROJECT PERIOD 01/01/2025 - 12/31/2028	TOTAL BUDGET PERIOD COST \$ 467,756,198.00	TOTAL PROJECT PERIOD COST \$ 467,756,198.00
NOTICE OF AWARD			
<p>Based on your Application dated 05/28/2024 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 322,167,584.00. EPA agrees to cost-share 68.88% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 322,167,584.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p>			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA, Region 9, U.S. EPA, Region 9 Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105		ORGANIZATION / ADDRESS U.S. EPA, Region 9, Air Division, AIR-1 R9 - Region 9 75 Hawthorne Street San Francisco, CA 94105	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Carolyn Truong - Grants Management Officer			DATE 12/16/2024

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 322,167,584	\$ 322,167,584
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 7,569,953	\$ 7,569,953
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 138,018,661	\$ 138,018,661
Allowable Project Cost	\$ 0	\$ 467,756,198	\$ 467,756,198

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.051 - Clean Ports Program	Clean Air Act: Sec. 133 Inflation Reduction Act: Sec. 60102	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2509M9S019	2227	E4SF6	09M2	000AVFXY3	4166	-	-	\$ 322,167,584
									\$ 322,167,584

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 1,956,000
2. Fringe Benefits	\$ 782,400
3. Travel	\$ 0
4. Equipment	\$ 6,862,500
5. Supplies	\$ 0
6. Contractual	\$ 4,298,012
7. Construction	\$ 0
8. Other	\$ 453,857,286
9. Total Direct Charges	\$ 467,756,198
10. Indirect Costs: 0.00 % Base	\$ 0
11. Total (Share: Recipient <u>31.12</u> % Federal <u>68.88</u> %)	\$ 467,756,198
12. Total Approved Assistance Amount	\$ 322,167,584
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 322,167,584
15. Total EPA Amount Awarded To Date	\$ 322,167,584

DRAFT

Attachment 1 - Project Description

The purpose of this award is to provide funding under the Inflation Reduction Act to the Port Department of the City of Oakland. Specifically, the recipient will improve air quality and reduce pollution at the Port of Oakland and in the surrounding area through the deployment of zero-emission equipment and infrastructure at the port.

This assistant agreement provides full federal funding in the amount of \$322,167,584.00.

The activities include the purchase and deployment of electric and hydrogen fuel cell cargo handling equipment, drayage trucks, associated charging infrastructure, battery energy storage systems, and generation of solar power.

The anticipated deliverables include the purchase and deployment of approximately 475 zero-emission (ZE) drayage trucks and 188 pieces of cargo handling equipment, including yard tractors, top and side picks, forklifts, reach stackers, a rail car mover and charging stations and infrastructure, as well as solar generation and battery energy storage systems. Other deliverables include site infrastructure improvements, community engagement activities, an air quality monitoring program, and workforce training on zero-emission equipment. The expected outcomes include reduced Carbon Monoxide (CO₂) and Particulate Matter (PM_{2.5}) emissions, improved ambient air quality in near-port communities and heavily traveled truck routes, improved community health, reduced diesel fuel consumption and noise pollution, improved site infrastructure, and increased power resiliency. Other expected outcomes include improved collaboration and communication with near-port communities, enhanced workforce skills and capabilities, and increased access to high-quality job opportunities for near-port communities.

The intended beneficiaries include the Port Department of the City of Oakland (grantee), Center for Transportation and the Environment (partner), Everport Terminal Services (partner), SSA Terminals (partner), TraPac LLC (partner), CALSTART (partner), Central Valley Ag Grinding (partner), Forum Mobility (partner), IMC Logistics (partner), PCC Logistics (partner), SeaLogix (partner), Talon Logistics (partner), WattEV (partner), Black Cultural Zone (partner), Rose Foundation (partner), West Oakland Cultural Action Network (partner), West Oakland Environmental Indicators Project (partner), Machinists Institute (partner), Pacific Maritime Association (partner), West Oakland Job Resource Center (partner), and Bay Area Air Quality Management District (partner). Indirect beneficiaries include near-port communities which will experience improved ambient air quality.

A total of 20 subawards to partner organizations support this grant. These subawards include the following activities:

- 13 subawards will purchase, operate, maintain, and/or report out on the use of the following zero emissions equipment and/or charging infrastructure, with 3 subawards including free or low cost leasing programs including: 475 battery electric or hydrogen fuel cell drayage trucks; 118 zero emissions (ZE) yard tractors; 8 ZE top/side picks; 57 ZE forklifts; 1 ZE rail car mover; 4 ZE reach stackers; 6 battery energy storage system (BESS); 1 solar charging system; 213 charging stations (including 4 within each BESS); site infrastructure improvements to support ZE equipment and trucks; 208 diesel-powered drayage trucks and cargo handling equipment will be scrapped; 410 drayage trucks in loan/borrow programs
- 6 subawards support community engagement activities including, but not limited to: engagement presentations, handouts, memos, documentation of community input and guidance, and other materials;

involvement of at least 3 community based organizations in truck loan program design; at least 5 community forums; at least two Ride-and-Drive events; 6 community forums held annually; 36 youth/year engaged in New Voices are Rising through fellowships and Annual Summer Climate Justice Leadership Academy; 200 youth/year engaged through classroom presentations and educational materials; 550 youth/year engaged through surveys; 15 focus groups, 4 workshops, and one youth summit (50 youth); 4 social media campaigns or digital infographics, one-pagers, and more; Comprehensive Communications Plan; and ongoing feedback and adaptation.

- 3 subawards will focus on workforce development including, but not limited to: quarterly meetings of the Regional Training Advisory Committee; 20 Transportation, Distribution, and Logistics Pre-Apprenticeship trainings for up to 250 participants; ZE equipment and vehicle operation and maintenance training; port tracking and monitoring high-quality jobs resulting from the project, in conformance with Maritime and Aviation Project Labor Agreement; and high school career fairs, community job fairs, presentations with local community based organizations on ZE job opportunities.
- 2 subawards will involve development and implementation of an air quality monitoring program including: deployment of air quality monitors/sensors; assessing pollutant emission reductions as a result of implementation of the project; and providing results at community meetings.
- 1 subaward will provide effective project management to ensure the project remains on time, on budget, and meets its goals. Center for Transportation and the Environment's centralized, structured management of the project will enable the Port and partners to concentrate on meeting project goals and ensure clear and well-coordinated deliverable production.

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current Environmental Protection Agency (EPA) general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2024-or-later>

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Federal Financial Reporting (FFR)

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 425) covering the period from "project/budget period start date" to **September 30** of each calendar year to the EPA Finance Center in Research Triangle Park, NC. The annual FFR will be submitted electronically to rtpfc-grants@epa.gov no later than **December 30** of the same calendar year. Find additional information at <https://www.epa.gov/financial/grants>. (Per 2 CFR § 200.344(b), the recipient must submit the Final FFR to rtpfc-grants@epa.gov within 120 days after the end of the project period.)

B. Procurement

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with 2 CFR § 200.319. In accordance with 2 CFR § 200.324, the recipient and subawardee(s) must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications. *State and Tribal government entities must follow procurement standards as outlined in 2 CFR § 200.317.*

C. MBE/WBE Reporting, 40 CFR, Part 33, Subpart E (EPA Form 5700-52A)

The recipient agrees to submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) annually for the duration of the project period. The current EPA Form 5700-52A with instructions is located at <https://www.epa.gov/grants/epa-grantee-forms>

This provision represents an approved exception from the MBE/WBE reporting requirements as described in 40 CFR Section 33.502.

Reporting is required for assistance agreements where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category) with a cumulative total that exceed the **Simplified Acquisition Threshold (SAT) currently set at \$250,000** (the dollar threshold will be automatically revised whenever the SAT is adjusted; See 2 CFR Section 200.1), including amendments and/or modifications. All procurement actions are reportable when reporting is required, not just the portion which exceeds the SAT.

Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 4A when completing the form.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "Final Report (project completed)" in section 1B of the form.

The annual reports are due by October 30th of each calendar year and the final report is due within 120 days after the end of the project period, whichever comes first. The recipient will submit the MBE/WBE report(s) and/or questions to GrantsRegion9@epa.gov and the EPA Grants Specialist identified on page 1 of the award document.

D. Indirect Costs

The Cost Principles under 2 CFR Part 200, Subpart E apply to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement.

E. Subaward(s)

The recipient's approved budget includes subaward(s). As applicable, the recipient will comply with the General Term and Condition on reporting of first tier subawards to www.fsr.gov per "Reporting Subawards and Executive Compensation" requirement.

F. Recipient Contribution (Cost Share)

The required recipient cost share for this assistance agreement is 31.12% of total project costs. EPA agrees to pay up to 68.88% of total eligible project costs, not to exceed the Total Approved Assistance Amount. The assistance agreement may reflect a percentage shown under the "Notice of Award" section which is based on estimated costs requested in the recipient's application.

G. Non-Federal Third-Party Contributions

This award includes non-federal third party contributions. Third party contributions counting towards satisfying a cost sharing requirement must be verifiable from the recipient's records and its subgrantee (s). As applicable, these records must reflect how the value is placed on third party contributions. The value of third party contributions must be applicable to the period to which the cost sharing requirement apply (2 CFR § 200.306).

Programmatic Conditions

Clean Ports Zero-Emission Technology Deployment Competition Programmatic Terms and Conditions

a. Final Approved Workplan and Modifications

1. Recipient agrees to carry out the project in accordance with the final approved workplan.
2. Recipients are required to report deviations from budget or project scope or objective, and must request prior written approval from the EPA for:
 - a. any change in the scope or objective of the project (even if there is no associated budget revision requiring prior written approval);
 - b. any change in a key personnel (including employees and contractors) that are identified by name or position in the Federal award specified in the application or workplan; the disengagement from the project for more than three months, or a 25% reduction in time and effort devoted to the Federal award over the course of the period of performance, by the approved project director or project manager;
 - c. The inclusion of costs that require prior approval in accordance with 2 CFR Part 200 Subpart E—Cost Principles or 48 CFR part 31, “Contract Cost Principles and Procedures,” as applicable;
 - d. the transfer of funds budgeted for participant support costs to other budget categories as defined in 2 CFR Section 200.1 Definitions to other categories of expense;
 - e. unless described in the final approved workplan and budget, the subawarding, transferring or contracting out of any work under the award;
 - f. changes in the total approved cost-sharing provided by the recipient; or the need arises for additional Federal funds to complete the project.

Requests for proposed modifications to the approved workplan or budget, including additions, deletions, or changes in the schedule, must be submitted in a timely manner to the EPA Project Officer for approval, to minimize project delays. Depending on the type or scope of changes, a formal amendment to the award may be necessary. Major project modifications which include changes to the approved types and number of partners and equipment, or to the approved project partners and location(s) may not be allowed.

b. Performance Reporting and Final Performance Report

b1. Performance Reports – Content

In accordance with 2 CFR 200.329, the recipient agrees to complete and submit electronic performance reports using reporting template(s), including the approved Clean Ports Project Reporting Template ([EPA Form Number: 5900-690](#) or future revisions, as applicable), which will be provided by the project officer. The purpose of performance reports is to provide updates on implementation of each project, including information on each of the following areas:

1. A comparison of accomplishments to the outputs/outcomes established in the assistance agreement work plan for the reporting period, including detailed technical information on new mobile equipment and electric charging and hydrogen fueling infrastructure deployed, and the retirement of older equipment, as appropriate;
2. The reasons why any established outputs/outcomes were not met;
3. Additional information, analysis and explanation of cost overruns or higher than-expected-unit costs.

Additionally, the recipient agrees to notify the EPA when a significant development occurs that could impact the award. Examples of significant developments can include:

- events that enable meeting milestones and objectives sooner or at less cost than anticipated;
- events that produce different beneficial results than originally planned; or
- problems, delays, or adverse conditions which will impact the ability to meet the milestones or objectives of the award, including outputs/outcomes specified in the assistance agreement work plan.

If a significant development negatively impacts the award, the recipient must include information on their plan for corrective action and any assistance needed to resolve the situation.

The final project report will include all categories of information required for semi-annual reporting, including a final, detailed description of all zero-emission technology deployment activities completed at each project location. The final project report will also include a narrative summary of the project and the successes and lessons learned for the entire project.

b2. Performance Reports - Frequency

Throughout the 4-year performance period, the recipient agrees to submit **semi-annual** performance reports electronically to the EPA Project Officer by the due date following the conclusion of each semi-annual reporting period. The semi-annual reporting periods are:

January 1 – June 30: Report due date July 30.

July 1 – December 31: Report due date January 30

Additional reporting may be required if the grant is extended or at the discretion of the EPA Project Officer. The recipient must submit the final performance report no later than 120 calendar days after the end date of the period of performance.

b3. Subaward Performance Reporting

The recipient must report on its subaward monitoring activities under 2 CFR 200.332(e). Examples of items that must be reported are:

1. Summaries of results of reviews of financial and programmatic reports.
2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient

performance.

3. Environmental results the subrecipient achieved.
4. Summaries of audit findings and related pass-through entity management decisions.
5. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.332(f), 2 CFR 200.208, and the 2 CFR Part 200.339 Remedies for Noncompliance.

If the recipient is unable to obtain this information, the recipient must report to EPA why the information is not available.

c. Cybersecurity Condition

1. The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

2.a. The EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or the EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by the EPA's regulatory programs for the submission of reporting and/or compliance data.

b. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in 2.a if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or the EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(e), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and the EPA.

d. Project Transparency

The recipient agrees to engage with near-port communities about the project during the performance period. Examples of appropriate community engagement during the project period are outlined on pg. 45 of the Notice of Funding Opportunity. Community engagement activities conducted as part of the final approved workplan should be reported in performance reporting described in Programmatic Term and Condition B (Performance Reporting and Final Performance Report).

1. The recipient agrees to publicly share, such as on a webpage, a detailed written summary of the results of the emissions inventory and/or emission reduction plan included in the final workplan.

e. Automated Standard Application Payments (ASAP) and Proper Payment Draw Down

The recipient is subject to the Automated Standard Application Payments (ASAP) and Proper Payment Draw Down General Term and Condition. See the “Financial Information” section of the [General Terms and Conditions](#).

The recipient is required to notify the EPA Project Officer of draws from ASAP in excess of 50% of the award within a 24-hour period. The recipient is required to provide such notification within 3 business days of the draw amount being surpassed.

The recipient is subject to the Management Fees General Term and Condition, which includes the following requirements that prohibit profit on the part of the recipient:

1. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable.
2. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work. See the [“Selected Items of Cost” section of the General Terms and Conditions](#).

f. Public or Media Events

The recipient agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

g. Program Beneficiary

Program beneficiaries must abide by requirements to ensure that the funds are used only for authorized purposes.

h. Procurement Procedures

As provided in 2 CFR 200.317, with limited exceptions, states and Indian Tribes must follow the same policies and procedures they follow for procurements financed with non-Federal funds. If such policies and procedures do not exist, States and Indian Tribes must follow the procurement standards in [§§ 200.318 through 200.327](#). In addition to its own policies and procedures, a State or Indian Tribe must also comply with the following procurement standards: [§§ 200.321, 200.322, 200.323, and 200.327](#). All other recipients and subrecipients, including subrecipients of a State or Indian Tribe, must follow the procurement standards in [§§ 200.318 through 200.327](#).

The recipient must follow applicable procurement procedures. The EPA will not be a party to these transactions. If the EPA funds are used to purchase goods or services, recipient agrees to compete the contracts for those goods and services and conduct cost and price analyses to the extent required by the fair and open competition for procurement provisions of 2 CFR §§200.318 – 327. Approval of a funding

application does not relieve recipients of their obligations to compete service contracts and conduct cost and price analyses.

i. Quality Assurance

Authority: Quality Assurance applies to all assistance agreements involving environmentally related data operations, including environmental data collection, production, or use as defined in [2 CFR. 1500.12](#) Quality Assurance.

The recipient shall ensure that tasks or subawards involving environmental information that are issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure they or sub-award recipients develop and implement a Quality Assurance (QA) planning document in accordance with this term and condition; and/or ensure they or sub-award recipients implement all applicable approved QA planning documents.

1. Quality Management Plan (QMP)

a. Prior to beginning environmental information operations, the recipient must:

- i. Develop a QMP,
- ii. Prepare the QMP in accordance with the current version of the EPA's [Quality Management Plan \(QMP\) Standard](#). Submit the document for EPA review, and
- iii. Obtain the EPA Quality Assurance Manager or designee (hereafter referred to as QAM) approval.

OR

- i. Submit a previously EPA-approved and current QMP,
 - ii. The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and the EPA Project Officer (PO) in writing if the QMP is acceptable for this agreement.
- c. The recipient must review their approved QMP at least annually. These documented reviews shall be made available to the sponsoring EPA organization if requested. When necessary, the recipient shall revise its QMP to incorporate minor changes and notify the EPA PO and QAM of the changes. If significant changes have been made to the Quality Program that affect the performance of environmental information operations, it may be necessary to re-submit the entire QMP for re-approval. In general, a copy of any QMP revision(s) made during the year should be submitted to the EPA PO and QAM in writing when such changes occur. Conditions requiring the revision and resubmittal of an approved QMP can be found in section 6 of the EPA's [Quality Management Plan \(QMP\) Standard](#).

2. Quality Assurance Project Plan (QAPP)

a. Prior to beginning environmental information operations, the recipient must:

- i. Develop a QAPP,
- ii. Prepare QAPP in accordance with the current version of the EPA's [Quality Assurance Project Plan](#)

(QAPP) Standard,

- iii. Submit the document for EPA review, and
- iv. Obtain the EPA Quality Assurance Manager or designee (hereafter referred to as QAM) approval.

OR

- i. Submit a previously EPA-approved QAPP proposed to ensure the collected, produced, evaluated, or used environmental information is of known and documented quality for the intended use(s).
- ii. The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and the EPA Project Officer (PO) in writing if the previously EPA-approved QAPP is acceptable for this agreement.

OR

- i. Provide the EPA a copy of the recipient-approved QAPP if the recipient has an EPA-approved Quality Management Plan and (b) holds a current EPA delegation to review and approve QAPPs.
 - a. The recipient shall notify the PO and QAM when substantive changes are needed to the QAPP. The EPA may require the QAPP be updated and re-submitted for approval.
 - b. The recipient must review their approved QAPP at least annually. The results of the QAPP review and any revisions must be submitted to the PO and the QAM at least annually and may also be submitted when changes occur.

For Reference:

- [Quality Management Plan \(QMP\) Standard and EPA's Quality Assurance Project Plan \(QAPP\) Standard](#); contain quality specifications for the EPA and non-EPA organizations and definitions applicable to these terms and conditions.
- [EPA QA/G-5: Guidance for Quality Assurance Project Plans](https://www.epa.gov/sites/default/files/2015-06/documents/g5-final.pdf): <https://www.epa.gov/sites/default/files/2015-06/documents/g5-final.pdf>
- (QAM and/or PO may insert QA references that inform or assist the recipient here).
- The [EPA's Quality Program](#) website has a [list of QA managers](#), and [specifications for EPA and Non-EPA Organizations](#).
- The Office of Grants and Debarment [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#).

j. Climate Resilience

To the extent practicable, the recipient agrees to incorporate current and future climate change risk in planning, siting, design, and operation of the project. Approaches for incorporating climate change risk may make use of climate change data and information (e.g., projections and emission scenarios) that are

reflective of the project's anticipated lifespan. This includes consideration of the climate change risks posed to the individuals, communities, local governments, organizations, or other entities served by the project over its anticipated lifespan.

k. Use of Logos

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, the EPA logo must **not** be prominently displayed in a way that may imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the Port of Oakland received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy>

I. Build America, Buy America (BABA) Requirements

All projects under this competition are subject to the domestic sourcing requirements under the Build America, Buy America (BABA) provisions of the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, §§ 70911-70917) when using federal funds for the purchase of goods, products, and materials on any form of construction, alteration, maintenance, or repair of infrastructure in the United States. The Buy America preference requirement applies to all of the iron and steel, manufactured products, and construction materials used for the infrastructure project under an award for identified EPA financial assistance funding programs.

These sourcing requirements require that all iron, steel, manufactured products, and construction materials used in Federally funded infrastructure projects must be produced in the United States, as defined in P.L. 117-58 § 70912(6). The recipient must implement these requirements in its procurements, and this article must flow down to all subawards and contracts. For legal definitions and sourcing requirements, the recipient must consult EPA's Build America, Buy America website.

Clean Ports Program grants are subject to the requirements of BABA, which requires applicants to comply with Buy America preference requirements or apply for a waiver for each infrastructure project. The following potentially eligible projects under this competition meet the definition of "infrastructure" and are subject to Buy America preference requirements under BABA:

- Structures, facilities, and equipment that generate, transport, and distribute energy - including electric vehicle (EV) charging equipment.
- Any other permanent public structure that meets the qualifies as "infrastructure" as addressed in [OMB Memorandum M-24-02](#) and 2 C.F.R. section 184.4(c).

Questions regarding BABA applicability to specific Clean Ports Program projects should be submitted to BABA-OTAQ@epa.gov.

When necessary and supported by rationale provided in P.L. 117-58 § 70914, the recipient may submit a project-specific waiver request to EPA or notify EPA when using an existing waiver. The recipient should request guidance on submitting a BABA waiver request from the EPA Project Officer. A list of existing approved EPA waivers is available on the EPA Build America, Buy America website ([including a waiver specific to the Clean Ports Program](https://www.epa.gov/cwsrf/build-america-buy-america-baba-approved-waivers)) at: <https://www.epa.gov/cwsrf/build-america-buy-america-baba-approved-waivers>). Please continue to monitor this website for further BABA guidance or any future EPA

waivers that may impact the Clean Ports grants program.

See EPA's "Build America, Buy America" general term and condition for additional requirements: <https://www.epa.gov/grants/grant-terms-and-conditions>.

m. Eligible and Ineligible Project Costs

1. Project Implementation Costs: Eligible project costs include those costs directly related to the implementation, management, and oversight of the project, including the proportion of recipient and subrecipient personnel and benefit costs expended in relation to the award, equipment, contractual, travel, supplies, subgrants and rebates, and indirect costs. See 2 C.F.R. Part 200, Sections 200.412-200.415.

2. Zero-Emissions (ZE) Mobile Equipment Costs.

a. Recipient shall only use assistance funding to purchase ZE mobile equipment that will directly serve at least one port for a minimum of three years.

b. For purposes of this assistance program, a port is either a water port or a dry port, as defined below:

i. Water port: places on land alongside navigable water (e.g., oceans, rivers, or lakes) with one or more facilities in close proximity for the loading and unloading of passengers or cargo from ships, ferries, and other commercial vessels. This includes facilities that support non-commercial Tribal fishing operations.

ii. Dry port: an intermodal truck-rail facility that is included in the 2024 Federal Highway Administration's (FHWA) Intermodal Connector Database based on meeting the criteria set in 23 C.F.R. Part 470. These criteria include having more than 50,000 TEUs (20-foot equivalent units) per year or other units measured that would convert to more than 100 trucks per day, or comprising more than 20 percent of freight volumes handled by any mode within a State.

c. For purposes of this assistance program, "zero emission" mobile equipment is that which:

i. produces zero tailpipe emissions of any criteria pollutant, air toxics, or greenhouse gas other than water vapor;

ii. has an onboard powertrain and is:

- self-propelled by the powertrain;

- intended to be propelled while performing its function; or

- portable or transportable, meaning designed to be and capable of being carried or moved from one location to another (e.g., has wheels, skids, carrying handles, dolly, trailer or platform) and is moved as part of normal operations (i.e., it does not stay in one location for more than 12 consecutive months or the full annual operating period of a seasonal operation); and

iii. is limited to electric and hydrogen fuel cell technologies for which there is an equivalent model with an internal combustion engine available in the marketplace.

This definition is derived from the definitions of “Mobile sources” in 40 CFR § 51.491 and “Nonroad engine” in 40 CFR § 1068.30.

d. Eligible project costs include the purchase and deployment of new eligible battery-electric or hydrogen fuel cell vehicles, vessels, powertrains, and other mobile equipment that directly serve at least one port for a minimum of three years according to the following minimum parameters for each mobile equipment category.

i. Cargo handling equipment (terminal tractors, forklifts, top handlers, side picks, straddle carriers, etc.): at least 90% of annual usage (hours) will take place at the port(s) identified in the award.

ii. Drayage Trucks: at least 100 visits/year will take place at the port(s) identified in the award.

iii. Locomotives (switchers, railcar movers): (1) at least 75% of its annual usage (hours) will take place at the port(s) identified in the application, (2) shall visit the port(s) identified in the award on a minimum of 200 days per year, and (3) must exclusively perform short-haul runs between the port(s) identified in the award and a second point of rest, e.g., a terminal, interchange, or yard.

iv. Harbor craft and other vessels (commercial and Tribal fishing vessels, tugs, ferries, patrol boats, workboats, dredges, pilot boats, barges, etc.): at least 60% of its annual usage (hours and port visits) will take place at the port(s) identified in the award.

v. Other eligible mobile source equipment: at least 90% of annual usage (hours and operating days) must take place at the port(s) identified in the award.

e. Mobile equipment must be human-operated and human-maintained.

f. Recipient shall not use assistance funding for any of the following types of equipment or activities.

i. Equipment which uses a non-ZE powertrain, including hybrid technologies powered in part by internal combustion engines, unless the non-ZE power source is mandated by safety regulations, and functions solely as a source of emergency backup power.

ii. First-of-a-kind demonstration and pilot projects designed to determine the technical feasibility and economic potential of technologies at either a pilot or prototype stage.

iii. Research and development projects. Research is defined as a systematic study directed toward fuller scientific knowledge or understanding of the subject studied. Development is defined as the systematic use of knowledge and understanding gained from research, and directed toward the production of technologies, devices, systems, or methods, including design and development of prototypes and processes.

iv. Ship modifications to allow vessels to accept shore-based electrical power, unless the

modification is part of a project to replace the internal combustion engine(s) of a marine vessel with a ZE powertrain.

v. Light-duty vehicles.

vi. Expenses related to repowering and/or replacing engines for existing onroad vehicles.

vii. Expenses related to replacing internal combustion engines in existing nonroad equipment, locomotives, and marine vessels with ZE powertrains where the updated nonroad equipment, locomotive, or marine vessel includes a non-ZE powertrain, unless the non-ZE power source is mandated by safety regulations, and functions solely as a source of emergency backup power.

viii. Expenses related to replacing cabs, axles, paint, brakes, mufflers, or any other parts or materials that are not required to ensure the effective installation and functioning of the replacement of an internal combustion engine in existing nonroad equipment, locomotives, or marine vessels with a ZE powertrain.

3. Fueling Infrastructure Costs:

a. Recipient agrees that any infrastructure purchased or installed using EPA assistance funding may only be used to purchase or install infrastructure which will directly serve at least one port, as defined above in M.2.b. for a minimum of three years and according to the following parameters:

i. All infrastructure (except for vessel shore power) must directly serve eligible ZE mobile equipment purchased as part of the award. However, equipment not purchased as part of the grant may also utilize the fueling infrastructure.

ii. Infrastructure serving any mobile equipment (besides drayage trucks and locomotives) must be located on-site or in close proximity to port facilities identified in the award.

iii. Infrastructure serving drayage trucks or locomotives must be located on-site or in close proximity to port facilities identified in the applications, or at the first point of rest from the port facilities identified in the award (i.e., a terminal, depot, interchange, or yard where an eligible ZE mobile equipment purchased as part of the grant will fuel).

b. Infrastructure must be human-operated and human maintained.

c. For shore power projects, shore power-capable vessels docked at a berth where shore power is available must be required to turn off the vessel's engines and use the shore power system, with limited exceptions for extreme circumstances.

d. Electric charging infrastructure must be located at or behind the meter (on the customer side) except for minor grid upgrades in front of the meter (utility side) if the work is necessary to connect an eligible charging station to the electric distribution network.

e. Alternating Current (AC) Level 2 charging infrastructure must be EPA ENERGY STAR certified at the time of purchase.

f. Electric charging infrastructure must meet the following installation requirements: Electricians installing, operating, or maintaining electric charging infrastructure purchased through this program are required to be certified under the Electric Vehicle Infrastructure Training Program or another program approved by the EPA in consultation with the Department of Labor and Department of Transportation, as will be reflected in the terms of this grant award. For projects requiring more than one electrician, at least one of the electricians performing each phase of the infrastructure work should meet the requirements above.

g. Recipient agrees not to use EPA assistance funding for any of the following ineligible infrastructure costs:

i. Front of the meter costs related to purchase or installation of electric infrastructure. This includes but is not limited to: major grid upgrades to utility-owned power distribution equipment (such as longer power line extensions, improvements to offsite power generation, bulk power transmission, or substations); transformers located on the utility side of the meter and their installation; and operation and maintenance performed on utility systems.

ii. Infrastructure which relies on air polluting components (e.g., backup generators or auxiliary power units), unless the non-ZE component is mandated by safety regulations, and functions solely as an emergency backup power source.

iii. Power generation systems (including non-renewable powered backup generators), except for solar and wind power generation systems that primarily power mobile equipment and which are located on land.

iv. Hydrogen production systems (e.g., electrolyzers, conversion facilities), associated infrastructure, and their installation.

v. Transmission (e.g., piping and pipelines) and/or transportation of hydrogen outside of the port.

h. Marine shore power projects must meet applicable international shore power design standards (IEC/ISO/IEEE 80005-1:2019/AMD 2:2023 High Voltage Shore Connection Systems or the IEC/PAS 80005-3:2014 Low Voltage Shore Connection Systems).

i. Solar or wind power generation systems must be located on land in close proximity to the port facilities identified in the award; or at the first point of rest from the port facilities for infrastructure serving drayage trucks or locomotives. Offshore wind and floating solar/wind infrastructure purchases and installation are not permitted.

4. Ineligible Technology Deployment Support Costs: The recipient may not use EPA assistance funding for the following purposes:

a. Feasibility assessment of ZE technology. Technology feasibility assessment is a preliminary exploration of a candidate technology to determine its merits and viability for successful deployment in regular service. A feasibility assessment can include the evaluation of key technical, operational, labor, economic, legal/regulatory, and deployment (timeline/schedule) issues. Feasibility assessment results are used to create a realistic project plan, schedule, and budget. [These activities are eligible for funding in the separate NOFO for Climate and Air Quality Planning projects under Funding Opportunity Number EPA-R-OAR-CPP-24-05. However, please note that applicants requesting funding for technology deployment under this ZE Technology Deployment Competition are expected to have conducted necessary feasibility assessments prior to applying and should not be planning to conduct further feasibility assessments prior to deployment.]

b. Costs for resiliency measures not directly related to protecting equipment purchased as part of the grant award from extreme weather events.

c. Leasing vehicles or equipment. If financing is necessary, the purchase should be financed with a conventional purchase loan.

d. Fuel and electricity expenses.

5. Other Ineligible Costs: As proscribed in Section 825 of the National Defense Authorization Act, no funds may be awarded to an entity that uses in part or in whole: the national transportation logistics public information platform (commonly referred to as 'LOGINK'); any national transportation logistics information platform provided by or sponsored by the People's Republic of China, or a controlled commercial entity; or a similar system provided by Chinese state-affiliated entities.

n. Leasing Program Implementation Plan Approval

The EPA needs to approve the Leasing Implementation Plan before the recipient can proceed to work on this workplan component. The recipient may incur costs on eligible activities with federal funds associated with the rest of the workplan components up to \$266,046,106. The workplan components of the Watt EV subaward and the Forum Mobility subaward will be approved once the Leasing Implementation Plan is approved. Any costs incurred for unapproved work under the Leasing Implementation Plan by the recipient are at its own risk.

o. Program Audit

In addition to the provisions of [EPA's General Terms and Conditions](#) which relate to audits and access to records, the recipient agrees to comply with random EPA reviews of the recipient to protect against waste, fraud, and abuse. As part of this process, EPA, or its authorized representatives, may request copies of grant documents from prior recipients who have received grants, or may request documentation from current recipients and sub-awardees, to verify statements made on the application and reporting documents. Recipients may be selected for advanced monitoring, including a potential site visit to confirm project details. EPA, or its authorized representatives, may also conduct site visits to confirm documentation is on hand and that purchased equipment and infrastructure is in service at the ports named in the award, as well as confirm applicable infrastructure adheres to Build America, Buy America (BABA) requirements (see BABA Programmatic Term and Condition for more details). Recipients are expected to comply with site visit requests and recordkeeping requirements and must supply EPA with any requested documents for as long as the records are retained, or risk cancellation of an active grant application or other enforcement action.

p. Record Retention

Recipients must keep all financial records, supporting documents, accounting books and other evidence of Grant Program activities for three years from the date of submission of the final financial report. If any litigation, claim, or audit is started before the expiration of the three-year period, the recipient must maintain all appropriate records until these actions are completed and all issues resolved.

q. Operation and Maintenance

The recipient will ensure the continued proper operation and maintenance of equipment and devices funded under this agreement. Such equipment and infrastructure shall be operated and maintained for the expected lifespan of the specific measure and in accordance with commonly accepted design standards and specifications. The recipient shall include a provision in every applicable sub-agreement (subgrant or contract) awarded under this grant requiring that the equipment and devices funded under this agreement be properly operated and maintained. Likewise, the sub-agreement will assure that similar provisions are included in any sub-agreements that are awarded by the sub-recipient.

r. Foreign Entity of Concern

1. As part of carrying out this award, recipient agrees that they are not:

- a. an entity owned by, controlled by, or subject to the direction of a government of a “covered nation” as defined at 10 U.S.C. § 4872(d);
- b. an entity headquartered in a “covered nation” as defined at 10 U.S.C. § 4872(d); or
- c. a subsidiary of an entity described in (A) or (B).

Note: Paragraph 1 applies to the recipient of this award only and not subrecipients.

2. Additionally, awarded funds may not be used by the recipient or subrecipients for the purchase of a crane manufactured by (A) any entity owned by, controlled by, or subject to the direction of a government of a covered nation “covered nation” as defined at 10 U.S.C. § 4872(d); or (B) any entity headquartered in a covered nation “covered nation” as defined at 10 U.S.C. § 4872(d).

As of the date these terms and conditions become effective, covered nations under 10 U.S.C. § 4872(d) are the Democratic People's Republic of North Korea; the People's Republic of China; the Russian Federation; and the Islamic Republic of Iran.

s. Emissions Inventories

The recipient agrees to follow the EPA's Port Emissions Inventory Guidance, when developing the emissions inventories included in the workplan. This guidance may be found at: <https://www.epa.gov/ports-initiative/port-and-goods-movement-emission-inventories>.

t. Competency Policy

Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, [Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements](#), Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the policy is available online at https://www.epa.gov/sites/default/files/2017-05/documents/policy_to_assure_the_competency_of_organizations.pdf or a copy may also be requested by contacting the EPA Project Officer for this award.

Reference: https://www.epa.gov/sites/default/files/2017-05/documents/policy_to_assure_the_competency_of_organizations.pdf

u. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>.

v. Mandatory Cost Share Requirement

This award and the resulting federal funding share (as shown under "Notice of Award" in the award document) is based on estimated costs requested in the recipients final approved workplan. While actual total costs may differ than those estimates, the recipient is required to provide no less than the cost-share percentages outlined below, as applicable, of the final Zero-Emission (ZE) Technology Deployment Grant Competition costs. The EPA participation shall not exceed the total amount of federal funds awarded or the maximum federal cost-share percentages outlined below, as applicable, of the final equipment costs. Recipients must satisfy any applicable cost share requirements with allowable costs as set forth in 2 CFR § 200.306. The cost share requirement is as follows:

Tier A (Water Ports Only): EPA Share of Total Project Cost (Maximum) is 80%, Mandatory Cost Share of Total Project Costs is 20% or in this case, \$93,551,240, which is 20% of the total project cost of \$467,756,198.

w. Voluntary Cost Share

This award is for \$467,756,198 includes the federal funding amount of \$322,167,584 and is based on estimated costs requested in the recipients application when negotiations concluded. As part of the award amount, there is a voluntary cost-share contribution of \$52,037,375 or 11.12% by the recipient in the form of a voluntary cost-share or overmatch (providing more than any minimum mandatory cost-share) that the recipient included in its original proposal dated 5/28/24 and the final approved workplan and budget, dated 11/19/24. The recipient must provide this voluntary cost-share contribution during performance of this award unless the EPA agrees otherwise in a modification to this agreement. While actual total costs may differ from the estimates in the recipient's application, the EPA participation shall not exceed the total amount of federal funds awarded.

If the recipient fails to provide the voluntary cost-share contribution during the period of award performance, and the EPA does not agree to modify the agreement to reduce the cost share, the recipient is in violation of the terms of the agreement. In addition to other remedies available under 2

CFR Part 200, the Agency may consider this factor in evaluating future proposals from the recipient. In addition, if the voluntary cost-share contribution does not materialize during the period of award performance then the EPA may reconsider the legitimacy of the award; if the EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the voluntary cost-share or overmatch the recipient described in its original proposal dated 5/28/24 and the final approved workplan and budget, dated 11/19/24. The EPA may take action as authorized by 2 CFR Part 200 and/or 2 CFR Part 180 as applicable. The total cost- share contribution for this award is \$145,588,614. The total project cost is \$467,756,198.

x. Leveraged Resources for Complementary Initiatives

Leveraging: The recipient agrees to provide the proposed leveraged funding, including any voluntary cost-share contribution or overmatch, that is described in its original proposal dated 5/28/24 and the final approved workplan and budget, dated 11/19/24. If the proposed leveraging does not materialize during the period of award performance, and the recipient does not provide a satisfactory explanation, the Agency may consider this factor in evaluating future proposals from the recipient. In addition, if the proposed leveraging does not materialize during the period of award performance then the EPA may reconsider the legitimacy of the award; if the EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the leveraged funding the recipient described in its original proposal dated 5/28/24 and the final approved workplan and budget, dated 11/19/24, the EPA may take action as authorized by 2 CFR Part 200 and/or 2 CFR Part 180 as applicable.

y. Equipment Disposition

Equipment purchased under this award must directly serve the port(s) identified in the award for a minimum of three years. After this period of time, in accordance with 2 CFR 200.313, when original or replacement equipment acquired under this agreement is no longer needed for the original project or program or for other activities currently or previously supported by the EPA, the recipient must request disposition instructions from the EPA Project Officer. Disposition instructions will be one of the following:

1. Equipment with a current fair market value of \$10,000 or less (per unit) may be retained, sold, or otherwise disposed of with no further obligation to the EPA or pass-through entity.
2. Except as provided in 2 CFR 200.312(b), or if EPA or the pass-through entity fails to provide requested disposition instructions within 120 days, items of equipment with a current fair market value in excess of \$10,000 (per unit) may be retained or sold by the recipient or subrecipient. EPA is entitled to an amount calculated by multiplying the percentage of the EPA's contribution towards the original purchase by the current market value or proceeds from the sale. If the equipment is sold, EPA or the pass-through entity may permit the recipient or subrecipient to retain, from the Federal share \$1,000 of the proceeds, to cover expenses associated with the selling and handling of the equipment.
3. The recipient or subrecipient may transfer title to the property to the Federal Government or to an eligible third party provided that the recipient or subrecipient must be entitled to compensation for its attributable percentage of the current fair market value of the property.
4. In cases where a recipient or subrecipient fails to take appropriate disposition actions, EPA or the pass-through entity may direct the recipient to take disposition actions.

z. Program Income

In accordance with 2 CFR Part 200.307 and 2 CFR 1500.8(b), the recipient is hereby authorized to retain program income earned during the project period, subject to the following. Program income means gross income earned by the recipient that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance. Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds.

Any program income shall be used to finance the non-Federal share of the project or program eligible project activities.

The recipient must provide as part of its semi-annual and final performance reports, a description of how program income is being used. Further, a report on the amount of program income earned during the award period must be submitted with the annual Federal Financial Report, Standard Form SF-425.

In accordance with 2 CFR 200.307(d) costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the EPA award. The recipient must retain adequate accounting records to document that any costs deducted from program income comply with regulatory requirements.

AA. Fellowship, Internship Programs and Similar Programs Supported by EPA Financial Assistance

If this grant supports fellowships, internship programs, or similar programs:

1. The EPA funds for this program may only be used for participant support cost payments, scholarships, tuition remission and other forms of student aid for citizens of the United States, its territories, or possessions, or for individuals lawfully admitted to the United States for permanent residence.
2. The recipient and program participants are responsible for taxes, if any, on payments made to or on behalf of individuals participating in this program that are allowable as participant support costs under 2 CFR 200.1 or [2 CFR 200.456](#) and scholarships and other forms of student aid such as tuition remission under [2 CFR 200.466](#). The EPA encourages recipients and program participants to consult their tax advisers, the U.S. Internal Revenue Service, or state and local tax authorities regarding the taxability of stipends, tuition remission and other payments. However, the EPA does not provide advice on tax issues relating to these payments.
3. Participant support cost payments, scholarships, and other forms of student aid such as tuition remission are lower tiered covered Nonprocurement transactions for the purposes of [2 CFR 180.300](#) and the EPA's Suspension and Debarment Term and Condition. Recipients, therefore, may not make participant support cost payments to individuals who are excluded from participation in Federal Nonprocurement programs under [2 CFR Part 180](#). Recipients are responsible for checking the eligibility of program participants in the System for Award Management (SAM) or obtaining eligibility certifications from the program participants.

See the [EPA Guidance on Participant Support Costs](#).

BB. Davis-Bacon and Related Acts (DBRA) Term and Condition

1. Program Applicability

- a. Program Name – Clean Ports Program
- b. Statute requiring compliance with Davis-Bacon – Clean Air Act Section 314
- c. Activities subject to Davis-Bacon – any construction activities funded by this grant.
- d. The recipient must work with the appropriate authorities to determine wage classifications for the specific project(s) or activities subject to Davis Bacon under this grant (or cooperative agreement).

2. Davis-Bacon and Related Acts

Davis-Bacon and Related Acts (DBRA) (<https://www.dol.gov/agencies/whd/government-contracts/construction>) is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the:

- Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of \$2,000 or more
- Copeland “Anti-Kickback” Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and
- Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of \$100,000.

3. Recipient Responsibilities When Entering Into and Managing Contracts:

a. Solicitation and Contract Requirements:

- i. **Include the Correct Wage Determinations in Bid Solicitations and Contracts:** Recipients are responsible for complying with the procedures provided in [29 CFR 1.6](#) when soliciting bids and awarding contracts.
- ii. **Include DBRA Requirements in All Contracts:** Include the following text on all contracts under this grant:

“By accepting this contract, the contractor acknowledges and agrees to the terms provided in the [DBRA Requirements for Contractors and Subcontractors Under EPA Grants](#).”

b. After Award of Contract:

- i. **Approve and Submit Requests for Additional Wages Rates:** Work with contractors to request additional wage rates if required for contracts under this grant, as provided in [29 CFR 5.5\(a\)\(1\)\(iii\)](#).
- ii. **Provide Oversight of Contractors to Ensure Compliance with DBRA Provisions:** Ensure contractor compliance with the terms of the contract, as required by [29 CFR 5.6](#).

4. Recipient Responsibilities When Establishing and Managing Additional Subawards: a. Include DBRA

Requirements in All Subawards (including Loans):

Include the following text on all subawards under this grant:

“By accepting this award, the EPA subrecipient acknowledges and agrees to the terms and conditions provided in the DBRA Requirements for EPA Subrecipients.”

Provide Oversight to Ensure Compliance with DBRA Provisions: Recipients are responsible for oversight of subrecipients and must ensure subrecipients comply with the requirements in [29 CFR 5.6](#).

5. Consideration as Part of Every Prime Contract Covered by DBRA

The contract clauses set forth in this Term & Condition, along with the correct wage determinations, will be considered to be a part of every prime contract covered by Davis-Bacon and Related Acts (see [29 CFR 5.1](#)), and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Department of Labor grants a variance, tolerance, or exemption. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

CC. Subawards to For-Profit Entities

1. In addition to the EPA General Term and Condition “Establishing and Managing Subawards”, the recipient (i.e. “pass-through entity”) agrees to require that for-profit subrecipients comply with Subparts A through F of the Uniform Grant Guidance (2 CFR Part 200) and the Federal cost principles applicable to for-profit entities located at 48 CFR Part 31, with the exception of the method of payment to for-profit subrecipients must be “reimbursement” rather than “advance”. Pass-through entities must obtain documentation that the for-profit subrecipient has incurred eligible and allowable costs prior to releasing EPA funds to the subrecipient.
2. The recipient is authorized to provide subawards to for-profit entities as included in the EPA-approved Workplan. The recipient agrees to require that for-profit entities that receive such subawards:
 - a. Can only recover their eligible and allowable direct and indirect costs from EPA-funded activities, including recovering the portion of their overhead costs attributable to the activities by applying either a Federally approved indirect cost rate, as authorized by 2 CFR 200.414(f), or the de-minimis rate if the subrecipient does not have a Federally approved rate;
 - b. Comply with the Management Fees [General Term and Condition](#), which is incorporated by reference into the Establishing and Managing Subawards General Term and Condition;
 - c. Account for and use program income under the rules for program income pursuant to 2 CFR § 300.307 and 2 CFR § 1500.8(b) and the terms and conditions of the award agreement;
 - d. Be subject to the same requirements as non-profit subrecipients under 2 CFR Part 200 Subparts A through E; and
 - e. Select an independent auditor consistent with the criteria set forth in 2 CFR 200.509 and obtain an independent audit substantially similar in scope and quality to that of the Single Audit (see 2

CFR 200.500 et. seq.); the subrecipient must submit the audit to the recipient within 9 months of the end of the recipient's fiscal year or 30 days after receiving the report from an independent auditor, whichever is earlier; as provided in 2 CFR 200.337(a) the recipient must provide EPA, the EPA Office of Inspector General, and the Comptroller General with access to the subrecipient's independent auditor reports.

DD. Voluntary Scrappage

1. Recipient must provide, in the semi-annual and final reports, evidence of appropriate scrappage and evidence of appropriate disposal for all internal combustion engine equipment or vehicles identified for scrappage in the final workplan, and in accordance with scrappage plans described in the proposal dated May 28, 2024.
2. Participating fleet owners must attest to the appropriate disposal in a signed scrappage statement. A sample scrappage statement (EPA Form 5900-684) may be found at <https://www.epa.gov/system/files/documents/2024-02/2024-clean-ports-sample-scrappage-stmt-2024-02.pdf>. The scrappage statement must include: vehicle owner's name and address; vehicle make, vehicle model, vehicle model year, VIN, odometer/usage meter reading, engine make, engine model, engine model year, engine horsepower, engine ID or serial number, as applicable; Name, address, and signature of dismantler; Date engine and/or vehicle/equipment was scrapped. Recipients must include or attach the following photos with the scrappage statement according to guidance provided by Project Officer, to demonstrate compliance with scrappage requirements: side profile of the vehicle, prior to disabling; VIN tag or equipment serial number; Engine label (showing serial number, engine family number, and engine model year); Engine block, prior to hole; Engine block, after hole; and Cut frame rails.
 - a. If the recipient for any reason does not scrap the vehicle/piece of equipment described in the application project narrative dated May 28, 2024, or listed on the Supplemental Application Template ("4b. Scrappage Information" tab), an equivalent vehicle/piece of equipment or must be scrapped instead, with approval of the project officer.
 - b. Equipment identified for scrappage may not be resold or donated instead of being scrapped.
3. The existing vehicle/equipment must be scrapped or rendered permanently disabled within two years of delivery of the equivalent new zero-emissions vehicle/equipment, or before the end of the project performance period, whichever comes first.
 - a. Cutting a three-inch-by-three-inch hole in the engine block (the part of the engine containing the cylinders) is the preferred method for scrappage. Other acceptable scrappage methods may be considered and will require prior EPA approval.
 - b. Disabling the chassis may be completed by cutting through the frame or frame rails on each side at a point located between the front and rear axles.
 - c. Recipients seeking approval for alternate scrappage methods must submit an alternative scrappage plan to the EPA project officer detailing how the method will destroy and/or disable the engine and must, if approved, comply with the evidence requirements listed below, including digital photographs.
4. Equipment and vehicle components that are not part of the engine or chassis may be salvaged from the unit being scrapped (e.g., seats, tires, etc.).

- a. If disabled engines, disabled vehicles, disabled equipment, or parts are to be sold, program income requirements apply.
5. Equipment to be scrapped must meet ownership, usage, and remaining life criteria defined in 5.a. through 5.g.:
- a. The existing equipment being scrapped must be fully operational. Operational equipment must be able to start, move, and have all necessary parts to perform its function.
- b. The participating fleet owner must currently own and operate the existing equipment and have owned and operated it during the two years prior to upgrade.
- c. The existing equipment being scrapped must have at least three years of remaining life at the time of scrappage. Remaining life is the owner's estimate of the number of years until the unit would have been retired from service if the unit were not being scrapped because of the grant funding. The remaining life estimate includes years of service expected after being rebuilt or sold to another fleet. Remaining life depends on the current age and condition of the vehicle at the time of upgrade, as well as factors like usage, maintenance, and climate.
- d. Equivalent Replacement: The existing engine/equipment being scrapped must have similar horsepower as the new engine/equipment being purchased (within 40%).
- e. Highway Usage:
- i. To be eligible, the existing certified highway vehicle must have accumulated at least 7,000 miles/year during the two years prior to scrappage.
- ii. Exception: If an applicant can demonstrate that a certified highway vehicle is being used in a predominately nonroad application (e.g., those that idle for long periods to power an auxiliary apparatus), the definition below under "Nonroad Usage" of engine operating hours may be used if approved by the project officer. The EPA will review and approve this exception on a case-by-case basis.
- iii. The mileage of two or more units may be combined to reach the thresholds above, where two or more units will be scrapped and replaced with a single unit.
- f. Nonroad Usage:
- i. To be eligible, nonroad engines should operate at least 500 hours/year during the two years prior to scrappage.
- ii. The engine operating hours of two or more units may be combined to reach the thresholds above where two or more units will be scrapped and replaced with a single unit.
- g. Locomotive and Marine Usage:
- i. Existing locomotive and marine engines to be scrapped must operate at least 1,000 hours/year during the two years prior to scrappage.
- ii. The engine operating hours of two or more units may be combined to reach the thresholds above

where two or more units will be scrapped and replaced with a single unit.

6. Participating fleet owners must attest to each of the above criterion in a signed eligibility statement which includes each equipment make, model, year, vehicle or other unique identification number, odometer/usage meter reading, engine make, model, year, horsepower, engine ID or serial number, and vehicle/equipment/vessel registration/licensing number and state. This documentation must be submitted as part of the grantee's programmatic reporting to the EPA.

EE. Participant Support Costs/Rebates

Participant support costs include rebates, subsidies, stipends, or other payments to program beneficiaries. Program beneficiaries cannot be a contractor, subrecipient, or employee of recipient. Participant support costs are not subawards as defined by 2 CFR §200.1 and should not be treated as such. Participant support costs must be reasonable, incurred within the project period and otherwise allocable to the EPA assistance agreement.

Rebates, subsidies, and similar one-time, lump-sum payments to program beneficiaries for the purchase of commercially available, standard ("off the shelf") eligible equipment and technology are eligible participant support costs under this award when the program participant rather than the recipient owns the equipment, per 2 C.F.R. § 1500.1(a)(1). Rebates can only fund a program beneficiary's equipment purchase and installation costs (i.e. parts and labor, including costs incurred to scrap an existing vehicle); if a program beneficiary requires funding for project administration, travel, extensive design/engineering, construction, etc., in order to carry out the project a subaward is the more appropriate option.

- Recipient must abide by EPA Participant Support Cost regulation(s) and guidelines including but not limited to *Interim EPA Guidance on Participant Support Costs*: <https://www.epa.gov/grants/rain-2018-g05-r1>
- Recipient must maintain source documentation regarding program support funds to ensure proper accounting of EPA funds.
- Recipient must enter into a written agreement with the program beneficiary that receives participant support costs. Such agreement should not be structured as a subaward agreement, and the administrative grant regulations under 2 CFR Part 200 and 2 CFR Part 1500, as well as EPA's general terms and conditions do not flow down to program beneficiaries receiving participant support costs. Such written agreement is also required if a subrecipient or contractor intends to issue participant support costs to a program beneficiary. The written agreement must: Describe the activities that will be supported by rebates, stipends, subsidies or other payments; specify the amount of the rebate, subsidy, stipend, or other payment; identify which party will have title to equipment (if any) purchased with a rebate or subsidy or other payment; and specify any reporting required by the program beneficiary and the length of time for such reporting.
- Recipient must obtain the prior written approval from EPA's Award Official if it wants to provide participant support costs that were not described in the approved workplan and budget. If the recipient's request would result in undermining the integrity of the competition this grant or cooperative agreement

was awarded under, EPA will not approve the request.

- Recipient must obtain prior written approval from EPA's Award Official if recipient wants to modify the amount approved (upwards or downwards) for participant support costs. If the recipient's request would result in undermining the integrity of the competition this grant or cooperative agreement was awarded under, EPA will not approve the request.

FF. Historic Preservation

National Historic Preservation Act (NHPA)

Section 106 of the NHPA requires all federal agencies to consider the effects of their undertakings, including the act of awarding a grant or cooperative agreement, on historic properties, and to provide the Advisory Council on Historic Preservation (ACHP) a reasonable opportunity to comment on such undertakings. The recipient must assist the EPA Project Officer in complying with NHPA if any activities funded under this grant impact a historic property. Historic properties include: (a) land or buildings listed in or eligible for listing on the National Register of Historic Places; (b) archaeologically sensitive areas or in an area where traditional cultural properties are located; and (c) properties that are associated with significant historic events, are associated with significant people, embody distinctive characteristics, and contain important precontact information.

The recipient should work with their Project Officer to ensure that subrecipients are available to work with EPA on any required consultation process with the State or Tribal Historic Preservation Office prior to commencing the project to ensure compliance with Section 106 of the NHPA.

If NHPA compliance is required, necessary Section 106 consultation activities, such as historic or architectural surveys, structural engineering analysis of buildings, public meetings, and archival photographs, can be considered allowable and allocable grant costs.

Archeological and Historic Preservation Act (AHPA)

This law applies if archeologically significant artifacts or similar items are discovered after an EPA-funded construction project has begun, and compliance may be coordinated with the NHPA, discussed above. The AHPA requires federal agencies to identify relics, specimens, and other forms of scientific, prehistorical, historical, or archaeological data that may be lost during the construction of federally-sponsored projects to ensure that these resources are not inadvertently transferred, sold, demolished or substantially altered, or allowed to deteriorate significantly. The recipient must ensure that subrecipients performing construction projects are aware of this requirement, and the recipient must notify EPA if the AHPA is triggered.

GG. Other Federal Requirements

In addition to other statutes outlined in these programmatic terms and conditions, the recipient must comply with all federal cross-cutting requirements. These requirements include, but are not limited to:

- **Endangered Species Act, as specified in 50 CFR Part 402:** Non-Federal entities must identify any impact or activities that may involve a threatened or endangered species. Federal agencies have the responsibility to ensure that no adverse effects to a protected species or habitat occur from actions under Federal assistance awards and conduct the reviews required under the

Endangered Species Act, as applicable.

- **Federal Funding Accountability and Transparency Act:** Recipients of financial assistance awards must comply with the requirements outlined in 2 CFR Part 170, *Reporting Subaward and Executive Compensation* and in the General Term and Condition “Reporting Subawards and Executive Compensation.”
- **Farmland Protection Policy Act:** This statute requires EPA to use criteria developed by the Natural Resources Conservation Service (NRCS) to identify the potential adverse effects of Federal programs on farmland and its conversion to nonagricultural uses, to mitigate these effects, and to ensure that programs are carried out in a manner that is compatible with the farmland preservation policies of state and local governments, and private organizations. Recipients may need to work with EPA or NRCS, as appropriate, to ensure compliance.
- **Coastal Zone Management Act:** Projects funded under federal financial assistance agreements must be consistent with a coastal State's approved management program for the coastal zone.

###END OF DOCUMENT###

DRAFT

Exhibit B

Description of Project

BAAQMD, in partnership with community-based organizations (CBO's), will lead the development of the air quality monitoring program, including selecting the contractor, determining pollutants to conduct monitoring for, selecting monitoring locations and equipment type, and reviewing data. The results will be conveyed to the Community at meetings and in the grant-required reporting.

Outputs: Air Quality Monitoring Program Plan, Air Quality Equipment Installation, Performance Measurements, Semi-annual Reports; Final Report.

Performance Measures:

Year 1: Contractor Selection, preparation of air quality monitoring program plan and installation of equipment

Year 2: Begin monitoring and reporting.

Year 3: Continue monitoring and reporting.

Year 4: Continue monitoring and reporting.

Budget:

BAAQMD will work with the CBOs, Port, and the Center for Transportation and the Environment (CTE) to develop and support the air quality monitoring program for the project including workshops, contracting, locations, placement, measurement/reporting, and updates to the community. Cost estimates are for 3 personnel to support the monitoring program for 584 total hours at an average rate of \$125.54 per hour.

Total Budget

Year 1: \$29,327

Year 2: \$29,327

Year 3: \$7,332

Year 4: \$7,332

Total: \$73,317

Subject to the procedure below, this Project may not be modified except by mutual written agreement by the Parties and approval, as necessary, by EPA, the Board of Port Commissioners, and/or Port Attorney.

For any modification to the Project, Subgrantee shall provide a written request to the Port Project Manager describing the reasons for the modification. The Port or its agent will share this request with the EPA. If EPA approves the request, then the Port Project Manager will review the request and, in its own discretion, issue an approval letter. Subgrantee shall sign the approval letter and return to the Port Project Manager.

Exhibit C

Reimbursement Procedures

The responsibilities and process for reimbursement for this Project is as follows:

1. Subgrantee shall incur costs for the implementation of the Project.
2. Subgrantee must submit a “Request for Reimbursement” using a Port-provided template no more frequently than once every thirty (30) days, but no less frequently than once every one hundred eighty (180) days. The Port Project Manager identified in Exhibit D (Notices) can shorten or extend these time periods.
 - 2.1. This Request for Reimbursement shall clearly show all costs with detailed supporting documentation during the invoice period. This documentation shall include:
 - 2.1.1. Itemization of Subgrantee’s costs and invoices for the applicable invoicing period;
 - 2.1.2. Supporting Documentation, which includes copies of invoices from vendors, consultants, or contractors, and details of eligible staff time charges; and
 - 2.1.3. If the project involves equipment, Subgrantee shall provide documentation on acquisition of that equipment, the equipment ID or VIN numbers, the purchase and sale agreements, and any documents showing title transfer to Subgrantee.
 - 2.2. In addition, if Subgrantee is a for-profit organization, it shall:
 - 2.2.1. Comply with Subparts A through F of the Uniform Grant Guidance (2 CFR Part 200) and the Federal cost principles applicable to for-profit entities located at 48 CFR Part 31, with the exception of the method of payment to for-profit subrecipients must be “reimbursement” rather than “advance”. Pass-through entities must obtain documentation that the for-profit subrecipient has incurred eligible and allowable costs prior to releasing EPA funds to the subrecipient;
 - 2.2.2. Only recover eligible and allowable direct and indirect costs from EPA-funded activities, including recovering the portion of their overhead costs attributable to the activities by applying either a Federally approved indirect cost rate, as authorized by 2 CFR § 200.414(f), or the de-minimis rate if the subrecipient does not have a Federally approved rate;
 - 2.2.3. Comply with the Management Fees General Term and Condition, which is incorporated by reference into the Establishing and Managing Subawards General Term and Condition;
 - 2.2.4. Account for and use program income under the rules for program income pursuant to 2 CFR § 300.307 and 2 CFR § 1500.8(b) and the terms and conditions of the Grant;

- 2.2.5. Be subject to the same requirements as non-profit subrecipients under 2 CFR Part 200 Subparts A through E; and
 - 2.2.6. Select an independent auditor consistent with the criteria set forth in 2 CFR § 200.509 and obtain an independent audit substantially similar in scope and quality to that of the Single Audit (see 2 CFR § 200.500 et. seq.); the subrecipient must submit the audit to the recipient within 9 months of the end of the recipient's fiscal year or 30 days after receiving the report from an independent auditor, whichever is earlier; as provided in 2 CFR § 200.337(a), the recipient must provide EPA, the EPA Office of Inspector General, and the Comptroller General with access to the subrecipient's independent auditor reports.
- 2.3. Any other reasonable documentation requested by the Port to support a Request for Reimbursement.
3. The Port shall review the Request for Reimbursement. Upon request by the Port, Subgrantee shall modify or amend the Reimbursement Request.
 4. Upon satisfactory review or modification, the Port shall submit the request to the Awarding Agency within ten (10) business days.
 5. The Port will issue a disbursement of Funds to Subgrantee in a reasonable time in accordance with the Grant after receipt of money from the Awarding Agency.
 6. The Parties acknowledge that the Funds are the total amount subgranted by the Port to Subgrantee for the Project. The Parties expressly understand and acknowledge that the Port will have no obligation to pay, disburse, or otherwise grant any additional money to Subgrantee for the Project in excess of the Funds actually received by the Port, including but not limited to costs of equipping, operating, or maintaining the improvements and equipment constructed or otherwise installed under the Project.
 7. The Parties also acknowledge the total amount subgranted by the Port to Subgrantee directly corresponds to the Subgrantee Contribution. If the Project costs are less than anticipated, the corresponding subgranted amount will be decreased accordingly.

Exhibit D

Notices

SUBGRANTEE

Full Legal Name of Subgrantee (<i>must match registered name in the System for Award Management ("SAM")</i>):	Bay Area Air Quality Management District
Subgrantee's Unique Entity Identifier" in SAM:	E2DTXJ9D7KT4
Corporate Address:	375 Beale Street, Ste 600, SF, CA 94105
Form of Business Entity	Government
Agent for Service of Process (<i>required if corporation, LLC, LP, LLP</i>)	Ranyee Chiang, Director, Meteorology and Measurement
Contact Name and Title	
Mailing Address	375 Beale Street, Ste 600, SF, CA 94105
Telephone No.:	(415) 749-8621
Facsimile No. (if any):	
Email Address:	rchiang@baaqmd.gov
EIN	94-1622746

PORT

Division Director	Colleen Liang, Director of Environmental Programs and Planning
Project Manager	Cory Mann
Port's Notice Address	Port of Oakland Environmental Programs and Planning, Attn: Shelley Merid 530 Water Street Oakland, CA 94607 With a copy to: Port of Oakland Port Attorney's Office, Attn: Logan MacCuish, Deputy Port Attorney 530 Water Street Oakland, CA 94607 lmaccuish@portoakland.com

Exhibit E

Insurance Requirements

1. Subgrantee shall meet all insurance obligations of the Grant that are imposed on the Port.
2. If any additional insurance, whether type or amount, is required of Subgrantee by any agreement with the Port, then that type or amount of insurance shall be required under this Agreement.
3. Any insurance held by Subgrantee related to this Agreement shall be deemed required by this Agreement, and Port shall be included as additional insured whenever such additional insured status is automatic when required by contract.
4. Any insurance held by Subgrantee shall waive rights of subrogation in favor of the Port whenever such subrogation waiver is automatic when required by contract.
5. Any insurance held by Subgrantee shall be Primary to any insurance held by the Port whenever such primary status is automatic when required by a contract with the Port.
6. Any insurance held by Subgrantee shall not require insurance held by the Port to contribute whenever such status is automatic when required by contract.
7. Subgrantee shall not do anything to limit the efficacy of these automatic provisions.
8. Licensee shall provide evidence of these insurance policies, in a form Satisfactory to the Port, including insurance certificates, actual policy pages, and other forms the Port may require, if requested by the Port at any time. Subgrantee shall send evidence of insurance to:

Port of Oakland
Attn: Risk Management Department
530 Water Street
Oakland, CA 94607
Email: risktransfer@portoakland.com

Written binders may be acceptable as interim evidence. Upon failure to so file such insurance certificate, the Port may without further notice and at its option either: (1) exercise the Port's rights; or (2) procure such insurance coverage at the Licensee's expense and the Licensee shall promptly reimburse the Port for such expense (operations or occupancy may be interrupted without proper evidence).

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: June 4, 2025

Re: Authorization to Accept Clean Cars for All Program Funds from the California
Air Resources Board

RECOMMENDED ACTION

Adopt the attached Resolution authorizing the Air District to accept, obligate, and expend up to \$7.1 million in Clean Cars for All Program funding from the California Air Resources Board.

BACKGROUND

Wide-scale adoption of zero-emission vehicles and 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 Air District has administered the Clean Cars for All (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 CCFA Program began in 2019 and has been supported by a total of \$76.4 million from a variety of state and local funds and continues to be a popular and beneficial program. The Air District administers the CCFA program along with its partners – the California Air Resources Board (CARB), GRID Alternatives, a network of 89 vehicle dealers, and three auto dismantlers. The demand for the CCFA incentives has steadily increased since the program's launch. The CCFA Program quickly allocates new funding to qualified low-income residents and is an important tool in achieving the Air

District's air quality and climate goals. As of April 29, 2025, over 6,492 applications have been awarded in the Bay Area.

In May 2025, CARB notified the Air District that up to \$7.1 million was available in state funds for the Air District's CCFA Program. This funding is available to CARB for distribution by the Budget Acts of 2023 and 2024, as amended by Assembly Bill 100 (Gabriel, Chapter 2, Statutes of 2025). This funding will allow the Air District to continue providing incentives to low-income residents in disadvantaged communities, further expanding access to clean transportation. Up to 15% of the funds awarded to the Air District may be used to administer the Program, with 10% available to support Air District staff costs to manage applications. The remaining 5% may be used to subcontract with third party entities to assist applicants and help increase participation. CARB requires the Air District Board of Directors to adopt a resolution to accept funds before it enters into a contract with the Air District for the Program funds.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funds from CARB are considered "pass-through" funds, which are provided to eligible grantees for CCFA projects. Up to 15% 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: Anthony Fournier

ATTACHMENT(S):

1. Draft 2025_Board Resolution to Accept CCFA Funding

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

RESOLUTION NO. 2025-_____

**A Resolution Accepting Clean Cars for All Program 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 \$7.1 million in Clean Cars for All Program 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, the California Legislature modified item 3900-101-3122 to Section 11 of the Budget Act of 2024 which directed at least \$19.8 million of the Low Carbon Transportation appropriation be allocated for air districts currently operating their own Clean Cars For All Program (previously named the EFMP and EFMP Plus-up Program), a vehicle retirement and replacement program;

WHEREAS, in May 2025, CARB staff notified the Air District that they will award up to \$7.1 million in Fiscal Year (FY) 2023-2024 Low Carbon Transportation Funds to the Air District's Bay Area Clean Cars For All Program;

WHEREAS, CARB will authorize a grant of up to \$7.1 million to the Air District to continue to implement the Bay Area Clean Cars For All program, 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 Clean Cars for All Program 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

DRAFT

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: June 4, 2025

Re: Authorization to Execute a Contract with the San Francisco Pride Parade

RECOMMENDED ACTION

Authorize the Executive Officer/APCO to execute a sponsorship contract with the San Francisco Pride Parade in an amount not to exceed \$45,000.

BACKGROUND

The San Francisco Pride Parade brings together a broad and diverse mix of Bay Area residents, celebrating lesbian, gay, bisexual, transgender, queer, and more (LGBTQ+) culture and history. As a sponsor of the San Francisco Pride parade, the Air District will have the opportunity to participate in the parade and highlight the Air District's commitment to the communities we serve.

DISCUSSION

The Air District's participation in the San Francisco Pride Parade provides a high-visibility platform to promote the Air District and its Spare the Air program to a broad and diverse audience. With over half a million attendees, San Francisco Pride is one of the largest public events in the Bay Area.

Sponsorship benefits include the prominent display of the Air District's logo in event materials, participation in the parade and opportunities for Air District staff to represent the Air District in a meaningful and inclusive setting.

In addition to these tangible outreach and branding benefits, the Air District's involvement in the San Francisco Pride Parade reaffirms our commitment to equity and inclusion. At a time when some organizations have withdrawn support for LGBTQ+ events, our continued sponsorship sends a clear message that the Air District values all communities and remains dedicated to serving the public equitably.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for this event sponsorship contract is included in program account 306 from the Fiscal Year Ending 2025 budget.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Kristina Chu
Reviewed by: Kristine Roselius

ATTACHMENT(S):

1. SF Pride 2025.060_draft

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

SPONSORSHIP AGREEMENT

CONTRACT NO. 2025.060

1. PARTIES - The parties to this Sponsorship Agreement (Agreement) are the Bay Area Air Quality Management District (DISTRICT), whose address is 375 Beale Street, Suite 600, San Francisco, CA, 94105; and **San Francisco Pride (SFP)**, whose address is 1663 Mission Street, Suite 305, San Francisco, CA 94103.
2. RECITALS
 - A. DISTRICT is the regional agency with primary responsibility for regulating stationary source air pollution in the San Francisco Bay Area in the State of California. DISTRICT is authorized to enter into this Agreement under California Health and Safety Code Section 40701.adit
 - B. SFP is a 501(c)(3) non-profit organization dedicated to educating the community of LGBTQ+ heritage, culture, and liberation by maintaining principles of inclusion and accessibility. SFP seeks DISTRICT sponsorship of its **San Francisco Pride Parade** on June 28 and 29, 2025 (Event).
 - C. DISTRICT seeks to enhance awareness of its commitment to achieving clean air to protect the public's health and the environment. As such, DISTRICT desires to acquire from SFP certain advertising and promotional benefits as described herein, and SFP desires to provide such benefits to DISTRICT in exchange for DISTRICT sponsorship of the Event in accordance with the terms and provisions of this Agreement.
3. TERM - The term of this Agreement shall be from Agreement execution to June 30, 2025 (Term), unless terminated earlier as provided herewith.
4. TERMINATION - Either party may terminate this Agreement upon cancellation of the Event. In the event of such termination, SFP shall refund to DISTRICT any and all payments made by DISTRICT pursuant to this Agreement.
5. ADVERTISING AND PROMOTION - SFP will provide to DISTRICT the advertising and promotional benefits relating to the Event as described in Attachment A attached hereto.
6. FEES AND PAYMENT SCHEDULE - In consideration for SFP providing to DISTRICT the advertising and promotional benefits as described in Attachment A, DISTRICT shall sponsor the Event by paying SFP the amounts described in Attachment B hereto according to the payment schedule described in Attachment B hereto.
7. NON-EXCLUSIVITY - DISTRICT expressly acknowledges that SFP may have other sponsors whose advertising or brands are displayed in connection with SFP activities sponsored by DISTRICT. DISTRICT expressly agrees that it is not granted any exclusive rights that would in any manner limit the rights of SFP to seek other sponsors and to display advertising or

brands of those sponsors, except as may be expressly set forth in Attachment A hereto. To the extent that any right of exclusivity has been granted, the express terms of that right are described in Attachment A hereto.

8. DELIVERY OF PROMOTIONAL MATERIALS - DISTRICT shall be responsible for delivering its promotional materials to SFP prior to the publication deadline for each SFP publication in which such materials will be published, as long as SFP has provided written notice of the publication deadline to DISTRICT.
9. PARTIES' TRADEMARKS - Each party shall be entitled, from time to time, to make reasonable use of the other party's name, trade name, trademarks and logos in connection with advertising or promotional materials; provided, however, that a party shall do so only with the prior written approval of the other party, which approval shall not be unreasonably withheld.
10. INDEMNIFICATION
 - A. SFP shall indemnify and hold harmless DISTRICT, and DISTRICT's officers, employees and agents, 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 (including reasonable attorneys' fees), or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SFP or its officers, agents, or employees. This provision shall survive the expiration or termination of this Agreement.
11. INSURANCE
 - A. SFP shall maintain the following Event Insurance:
 - i) Workers' compensation and employers' liability insurance as required by California law or other applicable statutory requirements for any persons employed by SFP for the Event.
 - 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 for the Event 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 covering each automobile used by SFP in connection with the Event. Such insurance shall include coverage for owned, hired, and non-owned vehicles.
 - B. Prior to the Event, SFP shall furnish properly-executed certificates of insurance for all required insurance. SFP shall notify DISTRICT in writing fifteen (15) days prior to cancellation or modification of any required insurance policy. Any such modifications are subject to pre-approval by DISTRICT.
12. 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: Matthias Shiber

SFP: San Francisco Pride
1663 Mission Street, Suite 305
San Francisco, CA 94103
Attn: London Hu

13. 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.
14. AUDIT / INSPECTION OF RECORDS – If this Agreement exceeds \$10,000, pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of San Francisco Pride, 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 Agreement. San Francisco Pride 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. San Francisco Pride 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 Agreement, including, but not limited to, the costs of administering this Agreement.
15. RELATIONSHIP OF THE PARTIES - Nothing contained herein shall imply any partnership, joint venture or agency relationship between the parties and neither party shall have the power to obligate or bind the other in any manner whatsoever, except to the extent herein provided.
16. 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.
17. 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.

18. FORCE MAJEURE - Neither DISTRICT nor SFP 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 SFP, 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.
19. 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.
20. 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.
21. DUPLICATE EXECUTION - This Agreement may be executed in separate, duplicate counterparts. Each signed counterpart shall have the force and effect of an original, and all such counterparts together shall constitute one and the same instrument.
22. 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.
23. ATTORNEYS' FEES - In the event any action is filed in connection with the enforcement or interpretation of this Agreement, each party shall bear its own attorneys' fees and costs.
24. ENTIRE AGREEMENT AND MODIFICATION - This Agreement represents the final, complete, and exclusive statement of the agreement between the parties, and it 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 be amended only by mutual agreement of the parties in writing and signed by both parties.

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

SAN FRANCISCO PRIDE

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

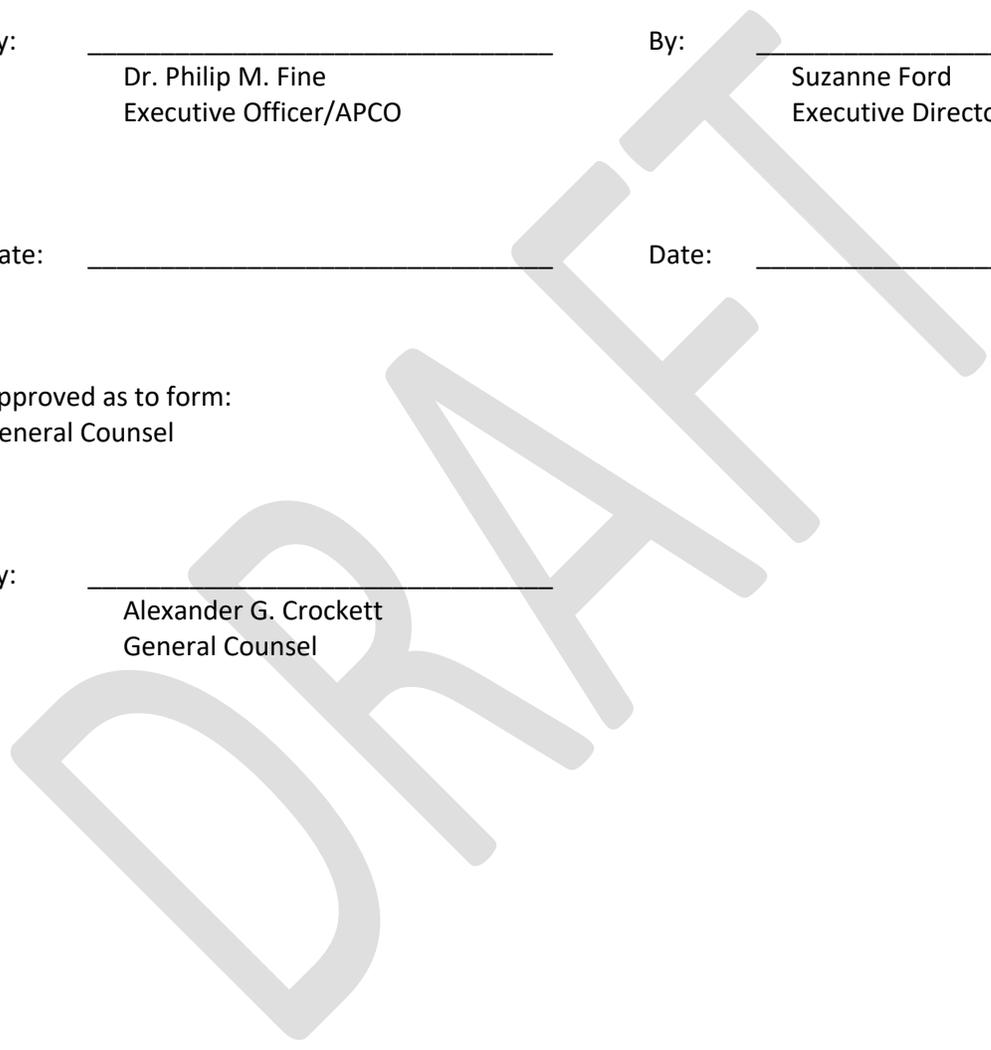
By: _____
Suzanne Ford
Executive Director

Date: _____

Date: _____

Approved as to form:
General Counsel

By: _____
Alexander G. Crockett
General Counsel



ATTACHMENT A

DISTRICT'S ADVERTISING AND PROMOTIONAL BENEFITS

In exchange for DISTRICT'S sponsorship of the Event, SFP will provide DISTRICT the following benefits:

- Placement of DISTRICT logo on Event website.
- Tickets for the following events:
 - Eight (8) Grandstands tickets
 - Eight (8) Fashion show tickets
 - Eight (8) Human Rights Summit tickets
 - Twenty (20) City Hall Party tickets
 - Four (4) Golf Tournament reception tickets
- Opportunity to write 600-800 words in the annual Inside Pride Magazine, a printed feature.
- Exposure to the Event attendees estimated at 1.3 million people.
- Exposure to television and international livestream broadcast of the Event.
- Exposure to Event's social media posts.

ATTACHMENT B

SPONSORSHIP FEE AND PAYMENT SCHEDULE

DISTRICT shall pay SFP the amount of \$45,000 to sponsor the Event. Payment shall be made within thirty (30) days following execution of this Agreement and submission of an invoice by SFP.

Total cost of Agreement not to exceed \$45,000.

DRAFT

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: June 4, 2025

Re: Authorization to Execute a Contract with Acterra for Assembly Bill 617
Community Meeting Support for Richmond-North Richmond-San Pablo

RECOMMENDED ACTION

Authorize the Executive Officer/APCO to execute an 18-month contract with Acterra, to provide community meeting support, logistics, and stipend payments for Community Steering Committee members to the Assembly Bill 617 program for the Richmond-North Richmond-San Pablo area with a contract amount not to exceed \$300,000.

BACKGROUND

In September 2018, the California Air Resources Board (CARB) approved the Bay Area Air District's (Air District) recommendation to develop a community air monitoring plan in Richmond-North Richmond-San Pablo, also known as the Path to Clean Air or PTCA, to identify and understand areas of elevated air pollution exposure in these communities. In September 2020, CARB approved the Air District's recommendation to develop a Community Emissions Reduction Plan (CERP) for the PTCA area as part of the Assembly Bill (AB) 617 program.

In 2021, the Community Steering Committee (CSC) convened to develop a CERP. The CSC is comprised of people who work, live or grew up in the area. The CSC has 23 voting community members and 4 non-voting members that represent local businesses, local trade unions and/or industrial companies, and designated city and county representatives.

The PTCA includes areas of the cities of Richmond and San Pablo and unincorporated Contra Costa County, including North Richmond. The area is characterized by major pollution sources with disproportionately high health burdens that are the focus of the CERP. The PTCA CERP includes 140 actions that are grouped into 31 strategies across five community concerns: Commercial and Industrial, Fuel Refining, Marine and Rail, Public Health, and Mobile Sources. The PTCA CERP also addresses four cross-cutting issues including: Compliance and Enforcement, Land Use, Properly Resourced CERP, and Urban Greening. On May 1, 2024, the Air District Board of Directors approved the PTCA CERP.

On October 28, 2024, CSC members discussed and voted to approve a Year One Implementation Plan that includes a set of actions to be implemented and tracked between October 2024 through September 2025. On November 7, 2024, the Executive Officer of the California Air Resources Board officially approved the PTCA CERP.

DISCUSSION

On April 2, 2025, the Air District issued Request for Proposals (RFP) No. 2025-007 to award an 18-month contract to begin approximately in July 2025. Only pre-qualified firms that now make up the facilitation bench which was established through Request for Qualifications No. 2024-008 were eligible to respond to this RFP. Proposals were due on April 23, 2025. Of the three respondents to the RFP, Acterra received the highest evaluation score and was the most cost-effective. The Air District seeks a contract with Acterra to support the logistical, administrative and facilitation of the PTCA CSC monthly meetings. Acterra's proposal demonstrated a clear understanding of the work to be performed as well as extensive experience working with community-based organizations and government agencies addressing environmental concerns. In addition, Acterra was selected due to their extensive experience in facilitating inclusive, hybrid, and in-person community meetings.

Contracting with Acterra will provide essential community meeting support to the AB 617 program of the Richmond-North Richmond-San Pablo area. Services sought include, but are not limited to, support with planning, organizing, and executing the hybrid (virtual and in-person) meeting logistics for the AB 617 Richmond-North Richmond-San Pablo CSC, co-facilitating monthly CSC meetings, managing complex group dynamics of diverse stakeholders, and providing a stipend payment method for CSC members.

If approved, the contract will begin on the date of execution and continue for a term of 18 months, with a term end date of December 31, 2026.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funds for this contract are included in the Fiscal Year Ending (FYE) 2025 budget, Program 617.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Joelle Toney and Karissa White
Reviewed by: Amy V. Smith and Diana Ruiz

ATTACHMENT(S):

- 1. Draft Acterra 2025.141 Contract

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

PROFESSIONAL SERVICES CONTRACT

CONTRACT NO. 2025.141

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 **Acterra** (“CONTRACTOR”) whose address is 3921 East Bayshore Road, Suite 210, Palo Alto, CA 94303.

2. **RECITALS**
 - 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.
 - All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.

3. **PERFORMANCE REQUIREMENTS**
 - 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.
 - 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 to pay all applicable fees.
 - 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.
 - 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.
 - CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
 - 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 the latter date of Contract execution to December 31, 2026, unless further extended by amendment of this Contract in writing and signed by both parties, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.

5. TERMINATION

- 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, as set forth in section 10, below, 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 effective date of termination.
- 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

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

- insurance in the required coverage amount from the rental agency.
- iv) Professional liability insurance with limits not less than one million dollars (\$1,000,000) each claim.
 - All insurance shall be placed with insurers acceptable to DISTRICT.
 - 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.
 - If CONTRACTOR 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 CONTRACTOR or to terminate this Contract for breach.

7. INDEMNIFICATION

- 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.
- 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

- 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.
- 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.
- 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: Amy Smith
 - 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 total amount for which DISTRICT may be held liable for the performance of services specified in this Contract shall not exceed \$300,000.
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.
- 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.
 - 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.
 - The parties shall make good faith efforts to hold the mediation within thirty (30) days after receipt of the demand for mediation.
 - Each party shall bear its own mediation costs.
 - 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.
 - Maximum recovery under this section shall be limited to \$300,000. 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. 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: Amy Smith

CONTRACTOR: Acterra
 3921 East Bayshore Road, Suite 210
 Palo Alto, CA 94303
 Attn: Lourdes Arce

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

- 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.
- 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.
- 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.
- DISTRICT reserves the right to review the credentials to perform the work of any of CONTRACTOR's employees assigned herein and to disapprove CONTRACTOR's assignments. CONTRACTOR warrants that it will not employ any subcontractor(s) without prior written approval from DISTRICT.

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

- 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.
- 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.
- 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.
- 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.
- 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.
- Prevent access to such materials by a person or entity not authorized under this Contract.

- 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
- 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.
 - 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.
 - 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.”
 - CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and shall require compliance with this section.
16. AUDIT / INSPECTION OF RECORDS – If this Contract exceeds \$10,000, 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.
17. NON-DISCRIMINATION – In the performance of this Contract, CONTRACTOR shall not

discriminate in its recruitment, hiring, promotion, demotion, and termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, medical condition, or physical or mental disability, and shall comply with the provisions of the California Fair Employment & Housing Act (Gov. Code, §§12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts. CONTRACTOR shall also require each subcontractor performing work in connection with this Contract to comply with this section, and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.

18. 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.
19. 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.
20. 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.
21. 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.
22. 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 a party’s own action or inaction, then such cause shall not excuse that party from performance under this Contract.
23. 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.

24. 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.
25. 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.
26. 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.
27. 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.
28. 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

ACTERRA

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

By: _____
Lauren Weston
Executive Director

Date: _____

Date: _____

Approved as to form:

By: _____
Alexander G. Crockett
General Counsel

DRAFT

ATTACHMENT A

SCOPE OF WORK

Overview

DISTRICT seeks community meeting support services for the Richmond-North Richmond-San Pablo (R-NR-SP) Community Steering Committee (CSC) and its planning for and actions in the Year 1 Implementation Plan from its Community Emission Reduction Program. CONTRACTOR has experience in organizing, conducting, and facilitating hybrid meetings and providing a range of technological support and will provide stakeholder engagement, process design, facilitation, meeting planning support, and technical assistance as follows:

Task 1: Community Steering Committee (CSC) Meeting Logistics

CONTRACTOR will provide logistic support for up to eighteen (18) CSC monthly meetings beginning July 2025. To ensure productive discussions, CONTRACTOR will attend planning meetings with DISTRICT staff leading up to each monthly CSC meeting to discuss all content and logistical aspects of the CSC monthly meetings.

CONTRACTOR will ensure the CSC meets in a hybrid format, both virtually and in-person simultaneously. CONTRACTOR will provide logistical support for the entirety of each CSC meeting. DISTRICT shall select the in-person meeting venue and CONTRACTOR shall reserve, pay and confirm the meeting venues, if needed. Currently, the CSC meetings are held in a DISTRICT location. CONTRACTOR shall ensure all video/audio conferencing are in place for a virtual meeting platform; provide audio-visual equipment including portable microphones (tabletop microphones) to support high quality hybrid meeting audio; and provide name cards or similar to support meeting facilitators in managing questions and answers in a hybrid meeting environment.

CONTRACTOR will provide live simultaneous interpretation services for all public meetings including CSC monthly meetings. The primary language for interpretation is Spanish. Other languages may include Chinese, Vietnamese and Tagalog. CONTRACTOR will provide interpretation services in-person, remotely via video conferencing platforms, or through a hybrid model depending on the nature of the meeting. CONTRACTOR will provide interpreters who are certified or professionally trained and have proven experience in interpreting for government or official meetings. CONTRACTOR will ensure that all required interpretation equipment (such as headsets, microphones, and translation booths) is provided and set up for in-person meetings or virtual meetings. For virtual meetings, CONTRACTOR will provide technical support for the setup and operation of interpretation software/platforms. This includes scheduling and confirming start time and end time for meetings and providing all materials in advance of the meetings for live interpretation. CONTRACTOR shall coordinate with DISTRICT to ensure the correct languages are covered and any special terminology is understood.

For the CSC meetings, CONTRACTOR will procure and provide food and refreshments, including biodegradable silverware and cups (no plastic). CONTRACTOR will budget up to \$900 per food order per meeting (approximately serving 30 people at \$30 per person). DISTRICT shall provide approval of the catering menu and the quote prior to CONTRACTOR procuring food and refreshments. CONTRACTOR will administer and distribute transportation reimbursements on a monthly basis to

CSC members attending the CSC monthly meetings in-person. The maximum amount for travel reimbursement of a monthly in-person meeting will be \$50.00. As part of its administration, CONTRACTOR shall collect and record travel receipts from attending CSC members prior to providing reimbursements.

CONTRACTOR will provide professional translation of meeting materials (paper and electronic) in English and Spanish without the use of artificial intelligence. CONTRACTOR will review and format meeting materials which shall include The Path to Clean Air logo and comply with the public noticing requirements (e.g., 72-hour deadline to post materials on DISTRICT website) and DISTRICT meeting requirements (e.g., translation of all materials up to four languages that include Spanish, Chinese, Vietnamese and Tagalog). CONTRACTOR will also attend to other logistical meeting details as needed (e.g., printing of materials for in-person meetings). CONTRACTOR will arrange simultaneous Spanish interpretation at each CSC meeting.

CONTRACTOR will review power point presentations and agendas at least two (2) business days before the meeting to ensure quality control (e.g. uniformity) of meeting materials. CONTRACTOR will provide Zoom meeting links and email panelist links to participants.

Deliverables:

- Pre-meeting planning with CONTRACTOR and DISTRICT staff
- Logistical activities to support the planning and execution of CSC meetings
- Secure AV set up and all other necessary equipment needed for hybrid meeting facilitation
- Panelist and Zoom links to recipients
- Translation of all finalized meeting materials up to four other languages (electronic and hardcopies)
- Simultaneous Interpretation from English to Spanish, Cantonese or Mandarin, Vietnamese, Tagalog, or another language Interpretation
- For in-person meetings, headsets and microphones for interpretation
- Procure food and refreshments for in-person meetings
- Travel reimbursement administration records and receipts

Milestones:

- Finalize all logistics and materials 7 days prior to each meeting.
- Successful execution of each meeting, ensuring full participation and engagement.

Task 2: Post Meeting Support

CONTRACTOR will provide finalized meeting minutes after each CSC monthly meeting within five (5) business days from each meeting. Meeting minutes will be a high-level summary of the key topics, discussion points, areas of agreement, topics requiring further discussion, action steps and next steps, and include timestamps. CONTRACTOR will provide webcast recording (with captions) in English and Spanish. All Post Meeting materials will be uploaded to the shared google drive.

Deliverables:

- Finalized meeting minutes
- Webcast recording with caption in English and Spanish

Milestones:

- Submit meeting minutes within five (5) business days after each meeting.
- Upload webcasts, meeting minutes, and all relevant meeting materials to the shared platform within five (5) business days post meeting

Task 3: Stipend Management

CONTRACTOR shall administer, issue and disperse stipends to Community Steering Committee members on a monthly basis for participation in the CSC monthly meetings, subcommittees, ad hoc working groups, community summits/town hall meetings, and other related CERP meetings and activities. As applicable by law, CONTRACTOR shall administer, maintain compliance, and issue all documents required by the Internal Revenue Service including, but not limited to, 1099-MISC to report stipend payments. CSC members will receive \$125 per CSC meeting. If a CSC meeting goes over the allotted time, CONTRACTOR will confer with DISTRICT to determine the additional stipend amount prior to disbursement. CSC members will receive \$25 per hour for all other CERP-related meetings. All CSC members are responsible for self-reporting additional hours for work performed outside the CERP-related meetings to DISTRICT. DISTRICT will provide the self-reported hours information to CONTRACTOR. The CSC members will tentatively receive \$25 per hour for additional work. CSC Co-Chairs will receive an additional stipend of \$300 per month for their additional co-chair duties. DISTRICT will approve stipends prior to disbursement by CONTRACTOR. DISTRICT will reimburse CONTRACTOR up to \$115,000 to cover stipends over the 18-month period. CONTRACTOR shall invoice for stipends on a monthly basis.

CONTRACTOR shall provide the DISTRICT with two stipend reports each month with the roster of CSC members receiving stipends. One report to detail the self-reported supplemental stipends and the second report to detail the monthly CSC meeting stipends. The second report also includes the additional \$300 for each Co-Lead of the CSC. These reports are due to the DISTRICT within one week following each CSC meeting. The DISTRICT will confirm with the selected firm the CSC members who are eligible for stipends.

Deliverables:

- Track CSC member attendance at monthly CSC meetings for stipend eligibility
- Receive CSC member self-reported hours from DISTRICT to add to monthly stipend payments
- Accounting and list of members receiving stipends
- Roster of CSC members eligible for stipends with each of the two monthly reports
- Tracking and monitoring of monthly spend down of stipends and providing a monthly report
- Providing an annual summary of stipend disbursement
- As applicable by law, annual tax reporting to stipend recipients

Milestones:

- Distribute stipends within 5 business days of each meeting
- Provide two monthly stipend summary reports to DISTRICT by the 10th of each month

Task 4: Facilitation of Meetings

Upon DISTRICT request, CONTRACTOR shall assign a senior-level staff experienced in conflict resolution and managing complex, diverse group dynamics to help facilitate the meeting in person, as needed, leading Q&A discussions, facilitating activities, and/or closing out the meeting.

For both the virtual and in-person aspects of the hybrid CSC meetings, CONTRACTOR support staff will conduct the following:

Virtual: Manage meeting participants and enabling/disabling mute buttons, facilitate the chat, including sending messages, capturing comments and questions, and enabling and disabling chat at the appropriate times, provide timekeeping, create and communicate timing with the project team in the backroom communications channel, monitor participants, enabling and disabling audio at the appropriate times, admitting participants, ensuring participant names are appropriate, booting any “zoom bombers”, etc., take notes on Miro boards or otherwise to capture participant feedback (as needed), monitor for questions and comments to bring to DISTRICT staff attention. CONTRACTOR’s staff will also provide technical assistance of the meeting including setting up the meeting with appropriate features enabled via Zoom, admitting attendees, conducting the technical aspects of virtual meeting features, recording, and filing of meeting recordings, monitoring and saving the chat and Q&A, troubleshooting any issues that may occur.

In-person: Ensure meeting location has appropriate space, space configuration and sufficient microphones for presenters and audience members, arrange for and test audio/visual need and capabilities, facilitate the introductions of speakers, Q&A and discussions, provide timekeeping, pass the microphone for participants, and document meeting discussions in a way visible to attendees.

Deliverables:

- Support with Facilitation of Q&A, breakouts and conflict resolution during discussions
- Technical Support for hybrid (Zoom and in-person) meetings
- Additional Support Staff
- Meeting Recordings and Notes

Milestones:

- Finalize facilitation strategy 5 business days before each meeting.
- Facilitate each meeting to ensure smooth interaction between virtual and in-person attendees.
- Submit the facilitation report within 5 business days.

Task 5: Project Management and Coordination

Throughout the term of this Contract, CONTRACTOR shall provide project management and coordination services, including contract administration, invoicing, scheduling, managing stipends, and the timely delivery of all products and services. To ensure efficient project coordination and implementation, CONTRACTOR’s project manager will communicate regularly by phone, email and in-person, as appropriate, with the designated DISTRICT staff to review progress, discuss emerging issues and plan for upcoming activities.

Deliverables:

- Brief e-mail summaries of team communications and action items
- Tracking of all expenses, including stipends and meeting-related costs
- Meetings with DISTRICT to resolve issues, plan, and align, as needed

Milestones:

- Provide regular progress summaries to DISTRICT.

- Submit invoices and financial reports at the end of each month.

Task 6: Resource Allocation Process and Management

CONTRACTOR will assist DISTRICT with facilitating the provision of resources directly to community organizations and individuals to support participation in data collection, public education, and outreach activities. Resources may be in the form of stipends, mini-grants, direct payments, goods, services from local businesses, or other agreed upon methods consistent with best practices that provide an appropriate level of accountability of public funds. CONTRACTOR will administer resources as agreed upon and as directed by DISTRICT.

Deliverables:

- Summary of resource allocation, streamlined documentation, best business practices and proposed payment schedule

Milestones:

- Develop a resource allocation plan within 30 days of project initiation.
- Submit monthly resource tracking reports to DISTRICT.

DRAFT

ATTACHMENT B

COST SCHEDULE

DISTRICT will pay CONTRACTOR on an hourly basis for the services described in Attachment A, Scope of Work, in accordance to Table 1 below. CONTRACTOR will invoice DISTRICT monthly for the hours worked and other direct costs incurred in the prior month. DISTRICT shall pay CONTRACTOR within thirty (30) days following DISTRICT receipt and approval of CONTRACTOR’s invoice. Invoicing and payments will be made in accordance to Section 8, Payment, of this Contract.

Table 1 - Hourly Rates

Name	Job Title	Hourly Rate
Lauren Weston	Executive Director	\$161.87
Doug Bleakly	Senior Project Manager	\$69.75
Wendy Chou	Coalition and Project Senior Manager	\$69.75
Zack Wurtz	Director of Operations	\$86.17
Michelle Kim	Operations Manager	\$54.94

DISTRICT will pay CONTRACTOR for direct costs to complete the work described in Attachment A, Scope of Work in accordance to Table 2 below. Direct cost may be reallocated if CONTRACTOR receives written approval from the DISTRICT via email prior to exceeding the amount. Reallocation may not result in the Contract NTE being exceeded.

Table 2 - General Direct Costs

Direct Cost Item	Unit	Cost
Translation of Materials (Spanish)	180 hours	\$13,500.00
Interpretation Services (Spanish)	54 hours	\$4,860.00
Annual virtual platform (Zoom)	1.5 years	\$1,500.00
Transportation Reimbursements in-person meeting (\$50 per 30 ppl)	18 meetings	\$27,000.00
Venue rental with a/v capacity (as needed)	18 meetings	\$9,000.00
Printed Materials	18 meetings	\$5,400.00
Childcare for in-person events (as needed)	54 hours	\$5,400.00
Refreshments and food for in-person events	18 meetings	\$16,200.00
Stipends to CSC members (average amount per month)	18 meetings	\$115,000.00
Software Fee	18 meetings	\$5,400.00

The following Not to Exceed (NTE) amount in Table 3 describes the anticipated cost for each Task.

The NTE may be reallocated between tasks if CONTRACTOR receives written approval from the DISTRICT via email prior to exceeding the amount for the task. Reallocation of funds may not result in the Contract NTE being exceeded.

Table 3 – Not to exceed by Task

Task #	Description	Not to Exceed Amount
1	Community Steering Committee (CSC) Meeting Logistics	\$108,000.00
2	Post Meeting Support	\$12,000.00
3	Stipend Management	\$140,000.00
4	Facilitation of Meetings	\$23,000.00
5	Project Management and Coordination	\$9,000.00
6	Resource Allocation Process and Management	\$8,000.00
	TOTAL	\$300,000.00

Total cost of Contract not to exceed \$300,000.

DRAFT

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: June 4, 2025

Re: Authorization to Continue Funding and to Execute Master Services
Agreement with IQAir Foundation for Home and School Air Filtration
Programs

RECOMMENDED ACTION

1. Allocate \$4,000,000 of Community Air Protection (CAP) Incentives funding to support Home and School Air Filtration Programs; and
2. Authorize the Executive Officer/APCO to execute a Master Services Agreement with IQAir Foundation in an amount not to exceed \$3,000,000 for implementation of a School Air Filtration Program.

The Community Equity, Health, and Justice Committee recommended this item for approval at its meeting on May 14, 2025.

BACKGROUND

Home and School Air Filtration Programs

In 2019, the Air District received a \$2 million grant from the California Air Resources Board (CARB) Supplemental Environmental Project (SEP) program to provide high-efficiency air filtration in elementary schools. Through a Professional Services Agreement with IQAir Foundation and partnerships with local school districts, the Air District installed air filtration and provided five years of replacement filters and maintenance in twelve public elementary schools in close proximity to freeways and impacted by particulate matter 2.5 (PM_{2.5}) in Assembly Bill (AB) 617 communities. The elementary schools are in the following areas: Bayview Hunters Point/ Southeast San Francisco, East and West Oakland, Pittsburg-Bay Point, and Tri-Valley in Alameda County.

On July 20, 2022, the Board of Directors approved approximately \$300,000 in Wildfire Mitigation Designation funds to provide air filtration and five years of replacement filters and maintenance in an additional four elementary schools in Richmond and San Pablo, bringing the total to 16 schools. All funds have been expended.

In 2021, the Air District joined Bay Area partners in the California Asthma Mitigation Project and Regional Asthma Management and Prevention and local health clinics to distribute high-efficiency stand-alone air filtration units to low-income individuals that had lung conditions to use in their homes to mitigate asthma triggers. This started the Home Air Filtration Program (HAFP) and was funded by \$350,000 in general funds. The HAFP expanded with approximately \$700,000 in Wildfire Mitigation Designation funds authorized by the Board in July 2022 to include broader populations living in AB 617 communities and communities with an overall score of 70 to 100 in CalEnviroScreen 4.0 through new partnerships with local health centers, James Cary Smith Community Grantees, and community-based organizations. In July and November 2023, the Board approved funding flexibility among the partners and removed the respiratory illness eligibility requirement to improve program efficiency and allowed the purchase of filter replacements, extending the life of the filtration units to one year.

Currently, the Air District has distributed over 4,100 air filtration units to vulnerable populations in impacted communities and worked with 25 organizational partners. Community partners have expressed that the program is valuable, aligns closely with their organization's programs and activities, and that there remains a strong need to distribute air filtration units to community members. Of the allocated funds from 2021, \$65,000 remains to be allocated for local health clinics. Of the Wildfire Mitigation Designation funds, about \$15,000 remain.

CAP Incentives Program

In 2017, AB 617 directed CARB, in conjunction with local air districts, to establish a new community-focused action framework to improve air quality and reduce exposure to criteria air pollutants and toxic air contaminants in communities most impacted by air pollution. The AB 617 initiative calls for the development of community-identified strategies to address air quality issues in impacted communities, including community-level monitoring, uniform emission reporting across the state, stronger regulation of pollution sources, and incentives for reducing air pollution and public health impacts from mobile and stationary sources.

Beginning in 2017, the California Legislature approved funding for the CAP Incentives Program from the State's Greenhouse Gas Reduction Fund, which is used to reduce criteria pollutants, toxic air contaminants, and greenhouse gases. Approximately \$212 million in project funds has been awarded by CARB to the Air District for distribution since the inception of this program. At least 80% of these funds must be allocated to projects that benefit disadvantaged communities (Senate Bill 535), and low-income communities (AB 1550). The Air District has primarily used this funding source to achieve cost-effective emissions reductions through projects that replace heavy-duty diesel vehicles and mobile equipment with cleaner alternatives and projects that install infrastructure to support fleet transitions from diesel to zero-emission, with a focus on emissions reduction benefits to AB 617 communities, and other disadvantaged communities and low-income communities.

CAP Incentives funding may also be used to award grants to other project categories eligible under the CAP Incentives Guidelines, including air filtration systems for sensitive receptors.

DISCUSSION

Air District staff is recommending the allocation of CAP Incentives funding to allow the School Air Filtration program to continue and support the implementation of actions in Community Emissions Reduction Plans (CERP). The Path to Clean Air (PTCA) Plan, adopted by the Board of Directors on May 1, 2024, includes Health Action 4.2 to install high-efficiency air filtration in schools in the Plan area as it is an effective mitigation for PM pollution. Staff, along with the Community Steering Committee (CSC) Leads, have prioritized 14 public elementary schools in the PTCA area for implementation.

The proposed Master Services Agreement 2025.109 with IQAir Foundation supports an estimated \$1,300,000 in funding to implement air filtration installations and five years of replacement filters and maintenance in 14 Richmond and San Pablo schools, and the remaining funds, \$1,700,000, to conduct the same activities in Bayview Hunters Point/ Southeast San Francisco. Air District staff intend to work with the Bayview Hunters Point/ Southeast San Francisco CSC Co-leads and Co-Chairs to prioritize public elementary schools in the CERP area, where the Air District is in the process of developing a CERP. Air District staff have confirmed with Oakland Unified School District that there is no need for further support from the Air District as other sources of funding are available to complete the installation of air filtration at the remaining schools in East and West Oakland.

CAP Incentives funding would also allow the HAFP to continue to provide filters to vulnerable populations in AB 617 communities and other priority communities at an estimated cost of \$1 million. Pending Board of Directors approval, staff will develop and relaunch the program in alignment with the CAP Incentives guidelines.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The Air District distributes CAP Incentives funding to project sponsors on a reimbursement basis. Under this allocation, \$4 million in CAP project funds will be budgeted over fiscal year ending 2026 and future years, as needed. Funding for administrative costs to implement the CAP Incentives program is provided by the funding source.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Anna Lee and Alona Davis
Reviewed by: Diana Ruiz and Karen Schkolnick

ATTACHMENT(S):

1. IQAir Foundation 2025.109 Contract Draft

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

MASTER SERVICES CONTRACT

CONTRACT NO. 2025.109

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 **IQAir Foundation** (“CONTRACTOR”) whose address is 14351 Firestone Blvd., La Mirada, CA 90638.
2. **RECITALS**
 - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for Services as defined herein. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the Services.
 - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
3. **DEFINITIONS**
 - A. “Purchase Order” shall mean the written or electronic document used by DISTRICT to track payments to CONTRACTOR under this Contract.
 - B. “Services” shall mean the services to be provided by CONTRACTOR hereunder as generally described in the General Description of Services, attached hereto as Attachment A and made a part hereof by this reference, and as specifically described in Task Orders issued pursuant to this Contract.
 - C. “Task Order” shall mean a written request by DISTRICT for specific services to be performed by CONTRACTOR.
4. **PERFORMANCE REQUIREMENTS**
 - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
 - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
 - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
 - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
 - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
 - F. CONTRACTOR shall ensure that any subcontractors, employees, officers and agents performing under this Contract comply with all of the terms of this Contract.

- G. CONTRACTOR and its subcontractors, employees and agents shall comply with all requirements of the California Air Resources Board ("CARB"), which are described at Attachment B and incorporated herein by this reference.
5. TERM – The term of this Contract is from the latter date of Contract execution to June 30, 2028 unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.
6. TERMINATION
- A. The DISTRICT may terminate this Contract at any time, at will, and without specifying any reason, by notifying CONTRACTOR in writing. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of delivery of the notice of termination, and shall be delivered in accordance with the provisions of section 13 below. Immediately upon receipt of the notice of termination, CONTRACTOR shall cease all services under this Contract, except such services as are specified in the notice of termination. CONTRACTOR shall deliver a final invoice for all remaining services performed but not billed, including any non-recoverable costs reasonably incurred or committed to in good faith for any Task Order, and including any services specified in the termination notice, on or before ten (10) business days following the termination date.
- B. Either party may terminate this Contract for breach by the other party.
- i) Failure to perform any agreement or obligation contained in this Contract or failure to complete the services in a satisfactory manner shall constitute a breach of the Contract.
- ii) The non-breaching party may terminate the Contract by delivery of a written notice of breach. The notice of breach shall specify the date of termination, which shall be no earlier than ten (10) business days from delivery of the notice of breach. In the alternative, at its sole discretion, the non-breaching party may require the breaching party to cure the breach. The notice of breach shall specify the nature of the breach and the date by which such breach must be cured.
- iii) If CONTRACTOR fails to perform any obligation under this Contract, DISTRICT at its sole discretion after completing the notice of breach requirements in section 6(B)(ii) above, may perform, or cause the performance, of the obligation itself. In that event, DISTRICT shall deduct the costs to perform such obligation and any other costs to cure the breach from the payment otherwise due to CONTRACTOR for work performed under this Contract. DISTRICT's performance hereunder shall not be deemed a waiver or release of any obligation of, or default by, CONTRACTOR under this Contract.
- iv) The notice of breach shall be provided in accordance with the notice requirements set forth in section 13.
- v) The non-breaching party reserves all rights under law and equity to enforce this Contract and recover any damages, including but not limited to repayment of funds pursuant to Paragraph 2 of Attachment B.
7. INSURANCE
- A. CONTRACTOR shall maintain the following insurance:
- i) Workers' compensation and employers' liability insurance as required by California law or other applicable statutory requirements.
- ii) Occurrence-based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each occurrence. Such insurance shall include

DISTRICT and its officers, agents, and employees as additional insureds and shall be primary with respect to any insurance maintained by DISTRICT.

- iii) Business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles. If CONTRACTOR is a sole proprietor, CONTRACTOR may meet this insurance requirement with personal automobile liability insurance carrying a business use endorsement or by demonstrating to the satisfaction of DISTRICT that business use is covered under the CONTRACTOR's personal automobile liability insurance. A CONTRACTOR using only rental vehicles in performing work under this Contract may meet this insurance requirement by purchasing automobile liability insurance in the required coverage amount from the rental agency.
 - iv) Professional liability insurance with limits not less than one million dollars (\$1,000,000) each claim.
- B. All insurance shall be placed with insurers acceptable to DISTRICT.
 - C. Prior to commencement of work under this Contract, CONTRACTOR shall furnish properly-executed certificates of insurance for all required insurance. Upon request by DISTRICT, CONTRACTOR shall provide a complete copy of any required insurance policy. CONTRACTOR shall notify DISTRICT in writing thirty (30) days prior to cancellation or modification of any required insurance policy. Any such modifications are subject to pre-approval by DISTRICT.
 - D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or to terminate this Contract for breach.

8. INDEMNIFICATION

- A. CONTRACTOR shall indemnify and hold DISTRICT, its officers, employees, and agents, representatives, and successors-in-interest 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, except for losses arising out of the gross negligence or willful misconduct of DISTRICT.
- B. CONTRACTOR shall indemnify and hold harmless the State of California, CARB, and its/their officers, employees, and agents, representatives, and successors-in-interest 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, except for losses arising out of the gross negligence or willful misconduct of CARB

9. AGREEMENT TO PROVIDE SERVICES

- A. CONTRACTOR hereby agrees to provide to DISTRICT, as DISTRICT may from time to time designate, such services as DISTRICT may order by Task Order, all in accordance with and subject to the terms, covenants and conditions of this Contract. DISTRICT agrees to pay for these services ordered by DISTRICT in accordance with and subject to the terms, covenants and conditions of this Contract.
- B. All Task Orders issued by DISTRICT to CONTRACTOR for services during the term of this Contract are subject to the provisions of this Contract as though fully set forth in such Task Order. In the event that the provisions of this Contract conflict with any Task Order issued by DISTRICT to CONTRACTOR, the provisions of this Contract shall govern. No other terms and conditions, including, but not limited to, those contained in CONTRACTOR's standard printed terms and conditions, on CONTRACTOR's order acknowledgment, invoices or otherwise, shall have any

application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Contract, any Task Order, or any transactions occurring pursuant hereto or thereto, unless this Contract shall be specifically amended to adopt such other terms and conditions in writing by the parties.

- C. Notwithstanding any other provision of this Contract to the contrary, DISTRICT shall have no obligation to order or purchase any services hereunder and the placement of any Task Order shall be in the sole discretion of DISTRICT. Without limiting the generality of the foregoing, the actual quantity of services to be purchased hereunder shall be determined by DISTRICT in its sole discretion and shall not exceed \$3,000,000. This Contract is not exclusive. CONTRACTOR expressly acknowledges and agrees that DISTRICT may purchase at its sole discretion, services that are identical or similar to the services described in this Contract from any third party.

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

11. PRICING, INVOICES, AND PAYMENT

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

E. It is mutually agreed that if the California Budget Act does not appropriate sufficient funds for the services provided for in this Contract, this Contract shall be of no further force and effect. In this event, the DISTRICT and the State will have no liability to pay any funds whatsoever to CONTRACTOR, and CONTRACTOR will not be obligated to perform any services described in this Contract.

12. DISPUTE RESOLUTION – A party that disputes a notice of breach must first seek mediation to resolve the dispute in accordance with the provisions set forth below.

- A. Upon receipt of a notice of breach of contract, the party may submit a demand for mediation to resolve whether or not a breach occurred. The party must state the basis of the dispute and deliver the demand within ten (10) business days of the date of receipt of the notice of breach.
- B. The mediation shall take place at DISTRICT’s office at 375 Beale Street, Suite 600, San Francisco, or at such other place as may be mutually agreed upon by the parties and the mediator.
- C. The parties shall make good faith efforts to hold the mediation within thirty (30) days after receipt of the demand for mediation.
- D. Each party shall bear its own mediation costs.
- E. In the event the parties are unable to resolve the dispute, either party may file an action in a court of competent jurisdiction to enforce the Contract.
- F. Maximum recovery under this section shall be limited to the total value of all Task Orders issued under this Contract. The mediation costs shall not reduce the maximum amount recoverable under this section.

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

DISTRICT: Bay Area Air Quality Management District
375 Beale Street, Suite 600
San Francisco, CA 94105
Attn: Lisa Flores and airfilters@baaqmd.gov

CONTRACTOR: IQAir Foundation
14351 Firestone Blvd.
La Mirada, CA 90638
Attn: LEGAL DEPT

If sent via email: legal.na@iqair.com

14. ADDITIONAL PROVISIONS – All attachment(s) to this Contract are expressly incorporated herein by this reference and made a part hereof as though fully set forth.
15. EMPLOYEES OF CONTRACTOR
- A. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation leave, vacation replacements, sick leave, severance pay, and pay for legal holidays.
 - B. CONTRACTOR, its officers, employees, agents, or representatives shall act in an independent capacity and shall not be considered employees or agents of DISTRICT or CARB, 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 or CARB to its/their employees.
 - C. DISTRICT reserves the right to review the credentials to perform the services for any of CONTRACTOR's employees assigned herein and to disapprove CONTRACTOR's assignments. CONTRACTOR warrants that it will not employ any subcontractor(s) without prior written approval from DISTRICT.
16. CONFIDENTIALITY – In order to carry out the purposes of this Contract, CONTRACTOR may require access to or obtain certain of DISTRICT's or CARB's confidential information (including trade secrets, inventions, confidential know-how, confidential business information including customer information, and other information that DISTRICT or CARB considers confidential) (collectively, "Confidential Information"). It is expressly understood and agreed that DISTRICT or CARB may designate in a conspicuous manner Confidential Information that CONTRACTOR obtains from DISTRICT or CARB, 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. If CONTRACTOR believes disclosure of Confidential Information may be required by law, first give DISTRICT and/or CARB at least ten (10) calendar days' written notice prior to any planned disclosure of Confidential Information so that DISTRICT and/or CARB can seek an order preventing disclosure from a court of competent jurisdiction.
 - H. Identify any information CONTRACTOR provides DISTRICT and/or CARB that it asserts is confidential in accordance with California Code of Regulations, title 17, sections 91011 and 91022. CONTRACTOR acknowledges that any information provided to DISTRICT and/or CARB may be released (1) to the DISTRICT or CARB, (2) to the public upon request, except information exempt from disclosure or the disclosure of which is prohibited by law, and (3) to the federal Environmental Protection Agency. CONTRACTOR further acknowledges that DISTRICT and/or CARB may anonymize and aggregate confidential information received and make such information public.
 - I. Establish specific procedures in order to fulfill the obligations of this section.
17. INTELLECTUAL PROPERTY RIGHTS – Title and full ownership rights to all intellectual property developed under this Contract shall at all times remain with DISTRICT, unless otherwise agreed to in writing.
18. PUBLICATION
- A. DISTRICT shall approve in writing any report or other document prepared by CONTRACTOR in connection with performance under this Contract prior to dissemination or publication of such report or document to a third party. DISTRICT may waive in writing its requirement for prior approval.
 - B. Until approved by DISTRICT, any report or other document prepared by CONTRACTOR shall include on each page a conspicuous header, footer, or watermark stating “DRAFT – Not Reviewed or Approved by BAAQMD,” unless DISTRICT has waived its requirement for prior approval pursuant to paragraph A of this section.
 - C. Information, data, documents, or reports developed by CONTRACTOR for DISTRICT, pursuant to this Contract, shall be part of DISTRICT’s public record, unless otherwise indicated. CONTRACTOR may use or publish, at its own expense, such information, provided DISTRICT approves use of such information in advance. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract.

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

19. AUDIT / INSPECTION OF RECORDS – 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 DISTRICT, CARB, the California Department of General Services, the California Department of Finance, the California State Auditor and other duly authorized agents of the State of California for a period of five (5) years after termination, cancellation or expiration of this Contract, or five (5) years after final payment under this Contract or conclusion of activities funded under this

Contract, whichever is later. 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. CONTRACTOR will cooperate fully, without delay, in all audits, inquiries, and investigations initiated by or on behalf of the DISTRICT and/or the State of California concerning or relating to compliance with local, state, or federal air quality laws, and with this Contract, including but not limited to timely submission of any and all records requested and full cooperation with any on-site inspections.

20. **NON-DISCRIMINATION** – In the performance of this Contract, CONTRACTOR shall not discriminate in its recruitment, hiring, promotion, demotion, and termination practices, or harass or allow harassment of any employee, on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, medical condition, reproductive health decision making, genetic information, gender, gender identity, gender expression, age (over 40), veteran or military status, physical or mental disability, or any other characteristic protection by law. CONTRACTOR shall not unlawfully deny family-care leave, medical-care leave, pregnancy-disability leave or other legally protected leave. CONTRACTOR 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, which are incorporated herein by reference. CONTRACTOR shall comply with California Government Code section 11135; Title VI of the U.S. Civil Rights Act of 1964; Section 504 of the federal Rehabilitation Act of 1973; the federal Age Discrimination Act of 1975; Section 13 of the Federal Water Pollution Control Act of 1972; and U.S. Environmental Protection Agency’s implementing regulations at 40 C.F.R. Parts 5 and 7. CONTRACTOR shall give notice of this section to labor organizations with which they may have a collective bargaining or other agreement. CONTRACTOR shall permit access by representatives of DISTRICT, CARB, California Civil Rights Department, or U.S. EPA to all information required to ensure compliance with this clause. CONTRACTOR acknowledges that CARB will submit a complaint to the California Civil Rights Department for investigation if it has information that CONTRACTOR has violated this clause, and that CONTRACTOR may be subject to remedial action and termination of this Contract. The CARB Civil Rights Policy applies to this Contract. CONTRACTOR shall also require each subcontractor performing services in connection with this Contract to comply with this section and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.
21. **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.
22. **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 the 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.

23. 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.”

24. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND ENFORCEMENT

- A. This 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 are not required to need to submit the payroll records to DIR during the term of the Contract.

25. SUSPENSION OF WORK

- A. If CONTRACTOR fails to correct work that is not in accordance with the requirements of the Contract, or persistently fails to carry out the Work in accordance with the Contract, DISTRICT may issue a written order to CONTRACTOR to stop the Work or any portion thereof, until the cause for such order is eliminated; however, the right of DISTRICT to stop the Work shall not give rise to a duty on the part of DISTRICT to exercise the right for the benefit of CONTRACTOR or any other person or entity.
- B. If CONTRACTOR defaults or persistently fails or neglects to carry out the Work in accordance with the Contract, or fails to perform a provision of the Contract, DISTRICT, after 10 days' written notice to CONTRACTOR and without prejudice to any other remedy DISTRICT may have, may correct such deficiencies and deduct the actual cost thereof from the payment then or thereafter due CONTRACTOR.

26. 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. Any assignment may be subject to approval by CARB.

27. 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.

28. 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.

29. FORCE MAJEURE – Neither DISTRICT nor CONTRACTOR nor CARB 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, flood, earthquake or other physical natural disasters, 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, government declaration of emergency, national or State declared pandemics, or other causes, except financial, that are beyond the reasonable control of DISTRICT or CONTRACTOR or CARB, 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. DISTRICT may terminate this Contract immediately in writing

without penalty to either party in the event CONTRACTOR invokes this clause. If the Contract is not terminated by DISTRICT, upon completion of the event of force majeure, CONTRACTOR must, as soon as reasonably practicable, recommence performance of its obligations under this Contract.

30. 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.
31. 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.
32. 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.
33. 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.
34. 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.
35. SURVIVAL OF TERMS – The Parties understand and agree that all terms and conditions of the Contract that require continued performance, compliance, or effect beyond the termination date of the Contract shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
36. AUTHORIZED SIGNATURE – CONTRACTOR agrees, under penalty of perjury, that it has signed or authorized the signing of this Contract by a person with full power and legal authority to sign this Contract, and that all statements, responses and information provided to the DISTRICT in pursuit of the Contract are true and correct. CONTRACTOR agrees that all statements, responses and information are subject to investigation by the DISTRICT and CARB, or their representatives, and that any false statements, responses or information may be in violation of the California False Claims Act, is in breach of this Contract, and may disqualify CONTRACTOR from receiving any existing or further funding. By signing this Contract, CONTRACTOR is bound to and will comply with all terms and conditions of this Contract, including those in any Attachments.

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

IQAir Foundation

By: _____
Philip M. Fine
Executive Officer/APCO

By: _____
Nancy Dinella
Interim Executive Director of
Foundation

Date: _____

Date: _____

Approved as to form:

By: _____
Alexander G. Crockett
General Counsel

DRAFT

Attachment A
General Description of Services

DISTRICT oversees and implements the school air filtration project for the installation of High-Efficiency Particulate Air (HEPA) air filtration systems in public school facilities (Cal. Const. Ar. 9 sec 8). DISTRICT also administers Community Air Protection Incentives in [Assembly Bill \(AB\) 617 \(C. Garcia, Chapter 136, Statutes of 2017\)](#) communities to fund school air filtration projects. CONTRACTOR shall install high-efficiency air filtration systems at select schools in Bay Area AB 617 communities and provide five years of maintenance assistance, including replacement parts and high-efficiency filters, for each installed system. All work authorized under this contract will be by Task Orders. Task Orders may include work listed below:

- School Building Heating, Ventilation, and Air Conditioning (HVAC) Assessments and Air Filtration Installation Plan, including scope of work and technical and cost reports, estimates of environmental impacts on durability and longevity of new air filters and equipment information;
- Installation of High-Efficiency air filtration systems at schools, including coordination and sign-off from schools, purchase of parts and equipment and labor, installation reports;
- Maintenance testing, including maintenance schedule and reports; and
- Project coordination and reporting, including monthly invoicing post installation and maintenance and reports that include annual usage twice per year.

Total cost of Contract not to exceed: \$3,000,000.

Attachment B
California Air Resources Board (CARB) Requirements

CONTRACTOR and its subcontractors, employees and agents shall comply with the following requirements of the California Air Resources Board (CARB).

1. CONFLICT OF INTEREST

- A. CONTRACTOR certifies that it is in compliance with all applicable state and federal conflict of interest laws and will remain in compliance with all such laws during the Term of this Contract.
- B. CONTRACTOR certifies that it has no interest, and will not acquire any interest, direct or indirect, which will conflict with its ability to impartially perform the tasks described in this Contract.
- C. CONTRACTOR agrees that it must disclose any direct or indirect financial interest which may pose an actual, apparent, or potential conflict of interest. CONTRACTOR agrees that the nature and extent of any actual, apparent, or potential conflict of interest may be a basis for disqualification from receiving any funds from the DISTRICT.
- D. CONTRACTOR will immediately advise the DISTRICT in writing of any potential new conflicts of interest as they arise.

2. PAYMENT (RECAPTURE) ON DEMAND

- A. CONTRACTOR will, upon notification by the DISTRICT and/or CARB or their authorized representative(s) of an overpayment, wrongful payment, or a violation of or failure to comply with any term or condition of this Contract, remit to the DISTRICT or its authorized representative the requested amount within sixty (60) days from the date of issuance of said notice.
- B. CONTRACTOR agrees that the DISTRICT or CARB, or their designee, may require CONTRACTOR to return funds it received due to termination for cause of this Contract, or for CONTRACTOR's misinformation, misrepresentation, misuse of funds, or fraud. DISTRICT and CARB also reserve the right to prohibit CONTRACTOR from participating in current or future funding programs.

3. THIRD-PARTY BENEFICIARY

- A. CONTRACTOR agrees that the State of California, acting by and through CARB, is an intended third-party beneficiary to this Contract. CONTRACTOR will name CARB and the State of California as third-party beneficiaries in all subcontracts entered into using funds from this Contract, and provide copies of these agreements upon request.

4. COMPLIANCE WITH AIR QUALITY LAWS

- A. CONTRACTOR certifies that it is in compliance with all applicable federal, state, and local air quality rules and regulations ("air quality laws"), and will remain in compliance with all air quality laws throughout the Term of this Contract.
- B. CONTRACTOR agrees that compliance with air quality laws is a precondition to the receipt of funding under this Contract.
- C. CONTRACTOR agrees that the DISTRICT may, at its discretion, terminate this Contract without any obligation to pay CONTRACTOR if CONTRACTOR is in continuing violation of applicable air quality laws.
- D. CONTRACTOR agrees that, if DISTRICT has made payments to CONTRACTOR under this Contract, and CONTRACTOR is in continuing violation of applicable air quality laws, the DISTRICT may, at its discretion, require CONTRACTOR to return some or all of the funding. CONTRACTOR will promptly return funding to the DISTRICT within the time specified by the DISTRICT.

5. NON-EXCLUSIVE REMEDIES

- A. The remedies set forth in this Contract are contractual in nature. CONTRACTOR agrees that nothing in this Contract limits or precludes the State of California or the DISTRICT from taking any enforcement action, exercising any police power, or prosecuting any violation of law against CONTRACTOR, its employees, officers, agents, assigns, representatives, contractors, subcontractors, affiliates or any third parties.
- B. CONTRACTOR agrees that it will promptly notify the DISTRICT of any and all suspected or known breaches of this Contract, misinformation, misrepresentation, fraud, or misuse of funds provided under this Contract.

6. RUSSIAN SANCTIONS

- A. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 regarding Economic Sanctions against Russia and Russian entities and individuals imposed by the federal or state government in response to Russia's actions in Ukraine.
- B. CONTRACTOR represents and warrants that it is not a target of Economic Sanctions, and that it will refrain from conducting prohibited transactions with sanctioned individuals or entities through the Contract Term.

7. FUNDING PROHIBITIONS FOR SECTARIAN PURPOSES AND NON-PUBLIC SCHOOLS

- A. CONTRACTOR may only use or authorize the use of funding provided under this Contract in a manner consistent with the California Constitution, article XVI, section 5 and article IX, section 8 (prohibiting grant fund awards to non-public schools), and federal law.
- B. CONTRACTOR agrees to provide any information requested by DISTRICT and/or CARB to ensure compliance with this provision.

8. CONTRACTOR'S RESPONSIBILITY FOR WORK

- A. DISTRICT and/or CARB are not responsible for disputes arising out of CONTRACTOR's contracts for work on a project funded by this Contract, including but not limited to payment disputes with recipients of funding.
- B. DISTRICT and/or CARB will not mediate disputes between CONTRACTOR and any other entity.

9. INCORPORATED DOCUMENTS

- A. The following documents are incorporated by reference into this Contract.
 - 1. CARB-approved DISTRICT application to administer the Community Air Protection Incentives program.
 - 2. DISTRICT Community Air Protection Incentives Policies and Procedures.
 - 3. 2024 Community Air Protection Incentives Guidelines (and future updates, advisories and mail-outs)

10. OFFICE OF FOREIGN ASSET CONTROL

- A. Transactions are prohibited if they involve the property or interests in property of an entity or individual listed on the Office of Foreign Asset Control (OFAC) targeted lists. The property and interests in property of an entity that is 50 percent or more owned by one or more persons whose property and interests in property are blocked pursuant to any part of 31 C.F.R. chapter V are also blocked.
- B. CONTRACTOR agrees that is not in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists.

11. PERSONALLY IDENTIFIABLE INFORMATION (PII)

- A. Information or data that personally identifies an individual is confidential in accordance with relevant State or federal law.
- B. CONTRACTOR agrees to comply with all applicable PII law, and safeguard all PII which comes into their possession under this Contract. CONTRACTOR will not release PII, except as required by law, court order, or legal process.

12. PREVAILING WAGES

- A. CONTRACTOR agrees to be bound by and comply with all applicable provisions of the California Labor Code Section 1720-1861 regarding prevailing wages and labor compliance.

13. PROFESSIONALS

- A. CONTRACTOR agrees that only licensed professionals will be used to perform services under this Contract where such services are required to be performed by licensed professionals under State law.

DRAFT

BOARD MEETING DATE: June 4, 2025

REPORT: Stationary Source Committee

SYNOPSIS: The Stationary Source Committee (Committee) held a meeting on Wednesday, May 14, 2025. The following is a summary of the meeting.

Ken Carlson, Chair
Stationary Source Committee

KC:mh

Call to Order

Stationary Source Committee (Committee) Chairperson, Ken Carlson, called the meeting to order at 10:11 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; and Director Rico E. Medina.

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 John Gioia, 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: (Marin County - District 2, Supervisor Brian Colbert, 3501 Civic Center Drive, Suite 329, San Rafael, CA 94903): Director Brian Colbert.

Absent: Director Dionne Adams.

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 APRIL 9, 2025

Public Comments

No requests received.

Committee Comments

None.

Committee Action

Director Medina made a motion, seconded by Director Tam, to **approve** the Draft Minutes of the Stationary Source Committee meeting of April 9, 2025; and the motion **carried** by the following vote of the Committee:

AYES: Carlson, Colbert, Gioia, Hopkins, Medina, Quinto, Tam, Young.

NOES: None.

ABSTAIN: None.

ABSENT: Adams.

INFORMATIONAL ITEM

4. TOXIC AIR CONTAMINANT (TAC) CONTROL PROGRAM ANNUAL REPORT – 2025

Kevin Oei, Acting Engineering Manager, gave the staff presentation *Toxic Air Contaminant Control Annual Report*, including: outline; introduction and purpose of the Report; what are air toxics; overview of toxic control initiatives; air toxics new source review; facility risk reduction programs; facility air toxics emissions inventory; air toxics ambient air monitoring; community health protection; conclusions; and acknowledgements.

Public Comments

Public comments were given by Kevin Buchan, Western States Petroleum Association.

Committee Comments

The Committee and staff discussed when data from the Air District's regulatory air monitoring network and community refinery fence-line monitors will be publicly available; the Air District's methods of public outreach regarding air toxics data/inventory; whether Particulate Matter_{2.5} and woodsmoke are included in this presentation; and whether refineries transitioning to producing renewable materials will cause a decrease in benzene emissions.

Committee Action

No action taken.

OTHER BUSINESS

5. PUBLIC COMMENT ON NON-AGENDA MATTERS

No requests received.

6. COMMITTEE MEMBER COMMENTS

None.

7. TIME AND PLACE OF NEXT MEETING

Wednesday, June 11, 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 10:37 a.m.

Attachments

#3 – Approval of the Draft Minutes of the Stationary Source Committee Meeting of April 9, 2025

#4 – Toxic Air Contaminant Control Program Annual Report – 2025

BOARD MEETING DATE: June 4, 2025

REPORT: Community Equity, Health, and Justice Committee

SYNOPSIS: The Community Equity, Health, and Justice Committee (Committee) held a meeting on Wednesday, May 14, 2025. The following is a summary of the meeting.

Noelia Corzo, Chair
Community Equity, Health, and Justice Committee

NC:mh

Community Equity, Health, and Justice Committee (Committee) Vice Chairperson, John Gioia, called the meeting to order at 1:04 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): Vice Chairperson John Gioia; and Director Steve Young.

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: (Marin County, District 2, Office of Marin County Supervisor Brian Colbert, 3501 Civic Center Dr., Room 324A, San Rafael, CA 94903): Director Brian Colbert.

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: Directors Dionne Adams, Brian Barnacle, Monica Brown.

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 APRIL 9, 2025**

Public Comments

No requests received.

Committee Comments

None.

Committee Action

Director Young made a motion, seconded by Director Walton, to approve the Draft Minutes of the Community, Equity, Health, and Justice Committee Meeting of April 9, 2025; and the motion carried by the following vote of the Committee:

AYES: Colbert, Gallagher, Gioia, Mueller, Salinas, Walton, Young.
NOES: None.
ABSTAIN: None.
ABSENT: Adams, Barnacle, Brown, Corzo.

ACTION ITEM

4. **AUTHORIZATION TO CONTINUE FUNDING AND TO EXECUTE MASTER SERVICES AGREEMENT WITH IQAIR FOUNDATION FOR HOME AND SCHOOL AIR FILTRATION PROGRAMS**

Anna Lee, Environmental Justice Manager, gave the staff presentation *Home and School Air Filtration Program Funding*, including: outline; School Air Filtration Program background and outcomes; Home Air Filtration Program background and outcomes; community impact; Community Air Protection incentives; proposal to expand program impact; and recommended action.

NOTED PRESENT: Chair Corzo was noted present at 1:11 p.m.

Public Comments

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

Committee Comments

The Committee and staff discussed whether the Committee was being asked to vote on a recommendation to the Board that would include a list of particular schools, and concern that certain schools in the Richmond/San Pablo area are not being prioritized but should

be; the desire for Air District intervention regarding the operation of rock quarries in Napa County, as well as for the extension of the home and school air filtration programs into Napa County; the number of public elementary schools that have been identified in Bayview Hunters Point/Southeast San Francisco to receive new filtration systems, as an expansion/continuation of the School Air Filtration Program; and whether the continuation of these programs will require Board action.

Committee Action

Director Salinas made a motion, seconded by Director Walton, to recommend that the Board allocate \$4,000,000 of Community Air Protection Incentives funding to support Home and School Air Filtration Programs and authorize the Executive Officer/Air Pollution Control Officer (APCO) to execute a Master Services Agreement with IQAir Foundation in an amount of \$3,000,000 to support the continuation of a School Air Filtration Program; and the motion carried by the following vote of the Committee:

AYES: Colbert, Corzo, Gallagher, Gioia, Mueller, Salinas, Walton, Young.
NOES: None.
ABSTAIN: None.
ABSENT: Adams, Barnacle, Brown.

INFORMATIONAL ITEMS

5. COMMUNITY PERSPECTIVES

Elinor Mattern, Senior Staff Specialist, and Eliana Batrez of Sustainable Contra Costa, gave the presentation *Community Perspectives: Sustainable Contra Costa*, including: outline; James Cary Smith (JCS); JCS Community Grant Program details; The East Bay Clean Air Coalition; who we are; East Contra Costa County; Year 1; community needs assessments; community dinners and public events; Year 2; Clean Air Coalition and membership; project approach; Year 3; experience as a JCS grantee; hopes for the JCS Program; and acknowledgments.

Public Comments

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

Committee Comments

The Committee and staff discussed whether the Sustainable Contra Costa plans to extend efforts that were focused on East Contra Costa County to West Contra Costa County; whether JCS grants are only awarded to applicants in Assembly Bill (AB) 617 communities; the geographic location of the headquarters of the organizations that are members of the Clean Air Coalition; and admiration for the organization's ability to adjust its project approach until the best fit for East Contra Costa County was developed.

Committee Action

No action taken.

6. ASSEMBLY BILL 617 PROGRAM UPDATE

Staff presentation *Assembly Bill 617 Program Update*, was presented by the following Air District staff members: Diana Ruiz, Acting Environmental Justice Director; Karissa White, Staff Specialist II; Aneesh Rana, Senior Staff Specialist; and Daniel Madrigal, Senior Staff Specialist.

Slides included: AB 617 overview; West Oakland overview and milestones; next steps for West Oakland; Richmond-North Richmond-San Pablo overview and milestones; next steps for Richmond-North Richmond-San Pablo; East Oakland overview and milestones; next steps for East Oakland; Bayview Hunters Point/Southeast San Francisco overview and milestones; and next steps for Bayview Hunters Point/Southeast San Francisco.

Public Comments

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

Committee Comments

None.

Committee Action

No action taken.

OTHER BUSINESS

7. PUBLIC COMMENT ON NON-AGENDA MATTERS

No requests received.

8. COMMITTEE MEMBER COMMENTS

Director Walton thanked Air District staff for their work on the AB 617 program, reducing exposure in communities most impacted by air pollution, and developing and implementing new strategies to measure air pollution and reduce health impacts.

9. REPORT OF THE DEPUTY EXECUTIVE OFFICER OF EQUITY AND COMMUNITY PROGRAMS

Arsenio Mataka, Deputy Executive Officer of Equity and Community Programs, made the following announcements:

- The Community Advisory Council will be holding a retreat in San Jose on May 16 and 17 this month. The retreat will explore how the Environmental Justice priorities identified by the CAC are integrated into the Air District’s work through the implementation of the Strategic Plan. The opening session begins by listening to community members, throughout the two days there will be sessions on air monitoring, cumulative impacts, data transparency, the inspection program, rules and community investments. This will also be an opportunity for the CAC to help the Air District identify priorities in specific areas of work. Topics at the CAC Retreat include:
 - EJ Community Voices and Air District Response on Air Quality Concerns
 - Roadmap to Improved Air Monitoring Programs
 - Cumulative Impacts and Permitting – Update on Advisory Council Work
 - Air Quality Complaint Data Web Tool
 - Notice of Violation Trends & Data-Driven Insights
 - Development of a Targeted Inspection Program and Policy
 - Air District Five-Year Rulemaking Schedule
 - Managing Community Investments
- The Community Investments Office launched in April and continues gathering input from people throughout the Bay through a survey that is available in multiple languages from our website. Staff have been presenting an overview of local and regional funds to various groups and listening to community priorities. On Monday, we will be presenting to the Benicia Sustainability Commission. We will continue arranging presentations and discussions with other groups along the refinery corridor. We plan to provide an update on these activities to the Board at the June meeting.

10. TIME AND PLACE OF NEXT MEETING

At the end of the meeting, the next Community Equity, Health, and Justice Committee meeting was scheduled for Wednesday, June 11, 2025. After the meeting adjourned, the next meeting was scheduled for Wednesday, July 9, 2025, at 1:00 p.m. at Contra Costa County Administration Building, 1025 Escobar Street, Conference Rooms 110 A, B, & C., Martinez, CA, 94553. 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 2:13 p.m.

Attachments

- #3 – Draft Minutes of the Community Equity, Health, and Justice Committee Meeting of April 9, 2025
- #4 – Authorization To Continue Funding And To Execute Master Services Agreement With IQair Foundation For Home And School Air Filtration Programs
- #5 – Community Perspectives
- #6 – Assembly Bill 617 Program Update

BOARD MEETING DATE: June 4, 2025

REPORT: Community Advisory Council

SYNOPSIS: The Community Advisory Council (Council) held a two-day retreat on Friday, May 16, and Saturday, May 17, 2025. The following is a summary of the retreat.

John Kevin Jefferson, Co-Chair
Mayra Pelagio, Co-Chair
Ken Szutu, Co-Chair
Community Advisory Council

JKJ/MP/KS:mh

CALL TO ORDER - ROLL CALL

The meeting Facilitator, Randolph Belle of Randolph Belle, Artist (RBA) Creative, called Day 1 of the Community Advisory Council (Council) Retreat to order at 1:06 p.m.

Roll Call:

Present, In-Person (Bay Area Metro Center, 375 Beale Street, 1st Floor Yerba Buena Room, San Francisco, California, 94105): Council Co-Chairpersons John Kevin Jefferson, Mayra Pelagio, Ken Szutu; and Council Members Dr. Juan Aguilera, Sejal Babaria, Ms. Margaret Gordon, Arieann Harrison, Patrick Messac, Cynthia Prieto-Diaz, Dominick Ramirez, Dr. Jeff Ritterman, Kevin G. Ruano Hernandez, Violet Saena, and Latasha Washington.

Absent: Council Members William Goodwin and Rio Molina.

Also Present: Bay Area Air District's Chair of the Board of Directors, Lynda Hopkins.

For additional details of the Community Advisory Council Retreat, please refer to the webcast; [Day 1 can be found here](#) and [Day 2 can be found here](#). Please use the webcast's index to view specific agenda items.

2. WELCOME AND OPENING REMARKS

The Bay Area Air District's Chair of the Board of Directors, Lynda Hopkins, welcomed the Council, members of the public, and Air District staff to the retreat and gave opening remarks.

CONSENT CALENDAR

3. **APPROVAL OF THE DRAFT MINUTES OF THE COMMUNITY ADVISORY COUNCIL MEETING OF MARCH 20, 2025**

Public Comment

No requests received.

Committee Comments

None.

Committee Action

Co-Chair Jefferson made a motion, seconded by Council Member Barbaria, to approve the Draft Minutes of the Community Advisory Council Meeting of March 20, 2025; and the motion carried by the following vote of the Council:

AYES: Aguilera, Babaria, Harrison, Jefferson, Messac, Pelagio, Prieto-Diaz, Ramirez, Ritterman, Ruano Hernandez, Saena, Szutu, Washington.
NOES: None.
ABSTAIN: None.
ABSENT: Goodwin, Gordon, Molina.

INFORMATIONAL ITEMS

4. **COMMUNITY ADVISORY COUNCIL ENVIRONMENTAL JUSTICE PRIORITIES IN PRACTICE: TRANSPARENCY, INNOVATION, AND ADVANCING ENVIRONMENTAL JUSTICE**

A. Environmental Justice Community Voices on Air Quality Concerns

This item provided an opportunity for community members – particularly those in communities disproportionately impacted by air pollution and environmental injustices – to speak directly to the Council and the Air District about their air quality concerns.

Speakers included: Mr. Charles Reed; East Oakland Assembly Bill (AB) 617 Community Steering Committee (CSC) Co-Chair; Paul Wenker, Citizen Air Monitoring Network of Vallejo; Marina Muñoz, East Oakland resident; and Ed Kelly, Vallejo resident.

Council Comments

The Council and staff discussed the request to dive deep into the Compliance and Enforcement Division's database and identify the top complaints within each of the nine Bay Area counties; and the suggestion that the Air District's Complaint system be updated to send people copies of their submitted complaints, as well as establishing whether the person wishes to remain anonymous earlier in the process.

B. Roadmap to Improved Air Monitoring Programs

The Council discussed a roadmap of projects planned through 2026, aimed at improving air monitoring in the Bay Area, in response to concerns raised by the Council and other community partners. The Council provided direction for prioritizing additional air monitoring improvements to begin after 2026.

Dr. Kate Hoag, Assistant Meteorology and Measurement Manager, gave the staff presentation *Roadmap to Improved Air Monitoring Programs*, including: objectives; outline; motivation for the roadmap to improve air quality monitoring; what we have heard; approach; what guided the roadmap; CAC EJ priorities; align roadmap for improved air monitoring with EJ priorities and document through the Strategic Plan; proposed air monitoring improvements through December 2026; uses for air monitoring data; air monitoring program types; regulatory air monitoring; re-align regulatory air monitoring with current priorities; air monitoring requirements for facilities; strengthen facility community fence-line air monitoring; incident response air monitoring; implement model for community-partnered air pollution sampling for incidents; methods to assess local air quality; increase community air quality investigations; support communities collecting and using data; overarching plans related to air monitoring data; how to stay connected; what improvements should come next after December 2026; and prioritizing projects beyond 2026.

Council Comments

The Council and staff discussed the suggestion of allocating funds to disadvantaged communities to assist them with the upfront costs pertaining to just transition (shifting to electrification); whether the Air District has any fallback plans as federal or even State funding for environmental programs become revoked, eliminated or scarce; whether the Air District approaches air monitoring through an EJ lens (does it listen to this Council, its scientific Advisory Council, or members of impacted communities who do not serve on the Council); the Air District's involvement with the Particulate Matter (PM) sensor project in East Oakland (part of the East Oakland Air Monitoring Project); concerns regarding the Council's invitation to prioritize what monitoring improvements should come next after December 2026 (the perception of rushing the Council and providing vague language in some areas), and staff's intended objective of the activity;

brands of community-deployed PM sensors that the Air District wishes to increase in overburdened communities where gaps in coverage were identified; desire for more data in staff presentations, to capture what is happening now (problem areas, limitations, and barriers), versus presentations that focus on future projections only; the way in which air monitoring holds the polluters accountable; the desire for additional air monitors in the Bay Area and the approximate cost per monitor; whether real-time title air monitoring data from Title V facilities is publicly accessible; whether the Air District uses technology that can analyze the composition of plumes (column or clouds of smoke, gases, or PM in the atmosphere); what additional community data would be needed that does not already exist, from Strategic Plan Strategy 2.2; whether the Air District has mapped the location and types of all permitted facilities; concerns about the practice of facilities being able to self-report their own data to the Air District, and suggestions on how to enforce more accountability from permitted facilities; the belief that the residents of fenceline communities should be consulted as to the placement of air monitors, rather than staff solely making the decision; the Air District's level of engagement with other agencies or companies who collect air quality data, such as Aclima; the desire to see every Bay Area fenceline community organize toxic tours; the suggestion that the Air District produces reports of air monitoring data for the community in less technical language that is easy to understand; the request for additional swipe testing conducted; and the request that "Teach community how to read air monitoring data" be added to the projects list that the Council was invited to prioritize, following this discussion.

NOTED PRESENT: Council Member Ms. Margaret Gordon was noted present at 2:26 p.m.

NOTE: Because the schedule was running behind, an optional break was offered from 3:20 p.m. until 3:32 p.m. during discussion of Item 4B. During this time, the Council Members who wished to participate in a dot activity to prioritize future projects (due to discussion, this activity was generally waived but most Council Members identified their priorities on the board). Time was not taken out of the agenda to do this, as was originally planned.

C. Cumulative Impacts and Permitting: Update on Advisory Council Work

The Council discussed the work of the Air District's (scientific) Advisory Council in developing a series of recommendations for the Air District Board of Directors regarding consideration of cumulative impacts with a focus on the Air District's permitting program for new and modified facilities.

Dr. Phil Martien, Vice Chair of the Air District's Advisory Council, gave the presentation *Cumulative Impacts and Permitting - Update on the Advisory Council*, including: who is the Advisory Council; current topic: cumulative impacts; key interim findings; focus on permitting; and next steps and goal.

Council Comments

The Council and staff discussed the desire for more frequent interaction between the Air District's Advisory Council and this Council; whether the Air District maps redlined areas of the Bay Area that include data on diabetes and high mortality rates; the Advisory Council's current primary objective, regarding Board action, and the anticipated timeline of joint meetings of both councils and Board recommendations; whether the Advisory Council would consider the elimination of facilities' ability to self-report" its emissions; the suggestion that the Advisory Council become well versed in the Air District permitting issues before analyzing cumulative impacts; the request for a facilitated orientation on permitting and self-reporting for both councils; the request for clarification on the draft workplan that the Advisory Council is tasked with developing (to provide recommendations on methods to identify, assess, and reduce the cumulative impacts of air pollution in the Bay Area), and the request for outreach plans for the workplan; whether the Advisory Council's cumulative impact policy changes would be mandated for all Title V facilities; the desire for cumulative impact studies on the resilience of those that specifically rent their homes; whether the Advisory Council wishes to shift existing policy or create new policy; the suggestion that the Advisory Council utilizes tools other than CalEnviroScreen; whether the Advisory Council utilizes the practice of bio monitoring; and whether cumulative impact studies are based on health impacts.

D. Air Quality Complaint Data Web Tool

The Council reviewed a new air quality complaint data look-up tool that is currently in development to increase public accessibility and transparency of information on the Air District website.

Anja Page, Assistant Enterprise Systems Manager, gave the staff presentation *Air Quality Complaint Data Web Tool*, including: goals and objective; Complaint Data Web Tool – key features; and tool demonstration.

Council Comments

The Council and staff discussed the desire for real-time, community-facing status updates to those who submit complaints, and whether the complaint has been resolved; the desire for receipts or a copy of submitted complaints sent back to the sender; whether data that is downloaded by the public lists comments, penalty or violation information, or data metrics; concern regarding the perceived trend that the Air District creates new systems before asking for community input, and the desire for community to be involved from the beginning of the development process; whether a test pilot phase will occur before this tool is officially deployed; whether this tool was created from scratch, or based off of an existing model; the need for excellent visuals within this tool (color distinction and font size); concern that those who are not well versed in computer technology will

not be able to use this tool; outreach plans for this tool; reasons why woodsmoke and smoking vehicles will be managed separately and not part of this tool; whether investigator responses are standardized; the suggestion of adding the following filter (search) options: issue type, level of severity, and number of days since complaint was submitted; the suggestion of including a map that plots complaint locations; whether this tool could interact with a permitted facilities map or real-time air quality/monitoring data; and whether this tool will be available in multiple languages.

E. Public Comment on Items 4A – 4E

Public comments were given by Mr. Charles Reed; East Oakland Assembly Bill (AB) 617 Community Steering Committee (CSC) Co-Chair; Rasheeda Foster, African-American Women for Social Justice; and Marina Muñoz, East Oakland resident.

DAY 1 of the Community Advisory Council Retreat recessed at 5:11 p.m. and resumed on May 17, 2025, at 9:07 a.m.

DAY 2
CALL TO ORDER

5. The meeting Facilitator, Randolph Belle of Randolph Belle, Artist (RBA) Creative, called Day 2 of the Community Advisory Council (Council) Retreat to order at 9:07 a.m.

Roll Call:

Present, In-Person (Bay Area Metro Center, 375 Beale Street, 1st Floor Yerba Buena Room, San Francisco, California, 94105): Council Co-Chairpersons John Kevin Jefferson, Mayra Pelagio, Ken Szutu; and Council Members Dr. Juan Aguilera, Sejal Babaria, Ms. Margaret Gordon, Arieann Harrison, Patrick Messac, Cynthia Prieto-Diaz, Dominick Ramirez, Dr. Jeff Ritterman, Kevin G. Ruano Hernandez, Violet Saena, and Latasha Washington.

Absent: Council Members William Goodwin and Rio Molina.

Also Present: Bay Area Air District's Chair of the Board of Directors, Lynda Hopkins.

6. **WELCOME AND REPORT OF THE EXECUTIVE OFFICER / AIR POLLUTION CONTROL OFFICER (APCO)**

Dr. Philip M. Fine, Executive Officer/APCO, reported the following:

— There is a lot of concern regarding Congress potentially overturing California's vehicle emission waivers that effectively allow California set its

own emission standards. The revocation of the waivers would impact the State's authority or even local authority.

- California's Cap and Trade Program is set to expire in 2030 and the State Legislature is currently debating its reauthorization to extend its operation beyond that date. (AB 617 funding comes from the allowances that the program auctions off.)
- At a time when the National Environmental Justice Advisory Council is dismantled, funding is pulled from environmental and environmental justice organizations, and policy changes threaten protections on the environment, the Bay Area Air District remains committed to protecting public health and the environment for everyone. We continue working to ensure that all individuals—regardless of immigration status—can safely and meaningfully participate in our efforts to improve air quality and environmental justice. The Air District has authority under State law to adopt and implement our regulations, and our rules will remain fully enforceable regardless of federal rulemaking.

NOTED PRESENT: Council Member Ms. Margaret Gordon was noted present at 9:22 a.m.

Public Comment

Public comments were given by Marina Muñoz, East Oakland resident.

Council Comments

The Council and staff discussed anticipated lobbying action from Kadesh & Associates on the Air District's behalf, and the request that the Council and James Cary Smith grant recipients receive regular updates regarding such lobbying efforts at the federal level; and what legal action the Air District is willing to take against federal agencies that threaten the State and/or Air District's authority and protection on the environment.

INFORMATIONAL ITEMS

7. COMMUNITY ADVISORY COUNCIL ENVIRONMENTAL JUSTICE PRIORITIES IN PRACTICE: INTEGRATE ENVIRONMENTAL JUSTICE INTO CORE FUNCTIONS, COMMUNITY INVESTMENTS, AND APPROPRIATE LEGAL REMEDIES

A. Notice of Violation Trends and Data-Driven Insights

The Council reviewed five years of Notice of Violation data highlighting patterns, penalty ranges, operational context, and progress indicators – key themes that frame the Air District's current compliance landscape.

Council Member Patrick Messac, and Alexander Crockett, Air District General Counsel, gave the presentation *Environmental Justice Priorities in Practice*:

Integrate Environmental Justice into Core Functions, Community Investments, and Appropriate Legal Remedies, including: Notice of Violation (NOV) trends and data-driven insights; outline; pollution; A Call to Action; permits; inspections; air pollution violation dashboard; penalized violations (2020 – 2025); violation map; legal authority – penalties; typical penalty amounts; status of NOVs issued 2020-2024; violations resolved – penalty breakdown; small claims cases – average and median penalties; attorney cases – average and median penalties; do you know your Bay Area Air District representative; list of Air District Board of Directors; and example of letter to Board members.

Council Comments

The Council and staff discussed whether permitted facilities must pay for the Air District’s attorneys’ fees if the Air District wins a case in court; the desire for a list of permitted facilities who have violate their permit conditions multiple times over the years; whether there is a threshold of violations that would warrant the mandated ceasing of a facility’s operations; whether Air District inspectors use their own equipment when conducting site tests; what steps the Council may take to guide staff, after having received this report; the desire for escalated action for repeat violators; action that the Air District is taking to address the issues identified in this presentation; the belief that the Air District’s cease and desist authority, and the job description of its inspectors, are not clear to the public; the desire for new Board members to go on toxic tours of fenceline communities, and the request that staff creates outline of how to support fenceline communities who don’t yet have toxic tours; the desire for more data in staff presentations, moving forward; the request for policies on penalties for small businesses; the reason for the disclosure language that added to Council Member Messac’s slides that says, “The views and opinions expressed in this presentation are those of CAC Member Messac and do not necessarily reflect the official policy, position, or endorsement of the Bay Area Air District”; whether the Air District has public-facing data on facilities that have been found to be unpermitted; and concerns about worker exposure (toxic risk).

THE COUNCIL RECESSED AT 10:51 A.M., AND RESUMED AT 11:04 A.M.

B. Development of a Targeted Inspection Program and Policy

The Council discussed the new targeted inspection program and policy and how the Air District’s Strategic Plan Strategies relate to the Council’s EJ priorities. Air District staff shared new approaches to review compliance trends, identify patterns of non-compliance, and utilize the knowledge of our regulatory partners and impacted communities to transform the current inspection program.

Dennis Quach, Air Quality Specialist, gave the staff presentation *Development of a Targeted Inspection Program and Policy*, including: outline; outcome; Strategic Plan framework; Targeted Inspection Program and Policy goals and objectives; current inspection program background; compliance inspection types; elements

of a compliance inspection; overview of a Targeted Inspection Program and Policy; routine inspections by source types; enhanced inspection priorities in overburdened communities; analyze compliance data to target inspections; community engagement and partnership; additional strategies associated with policy changes; pilot project in Bayview Hunters Point; next steps; and discussion questions.

Council Comments

The Council and staff discussed the suggestion that fenceline communities be informed of Title V facilities within their community (shown on a map); what became of the Council's recommendation that the Air District create a budget for two EJ inspectors; whether the Air District plans to increase its number of inspectors; the desire for escalated action for repeat violators; metrics used by the Air District to measure success of such pilot programs; the belief that one-size-fits-all solutions cannot be applied to the multiple Bay Area fenceline communities; the Air District's outreach plan to ensure that Bayview Hunters Point is prepared for the pilot; the request for a report on the pilot after it has concluded, included lessons learned in Bayview Hunters Point so that the Council may see how another pilot would be conducted in a different community; the request that Air District field staff learn how to give presentations and include additional visuals in their presentations; the suggestion of the creation of a "ride along" program for members of the public to accompany inspectors in the field, and the desire for staff to ask fenceline community residents which facilities to inspect; the belief that an air pollution log seems redundant; whether the existing inspection process is efficient; the desire for inspectors to work after business hours and on weekends and holidays; the request for EJ attention in other neighborhoods/districts of San Francisco, including Mission, Fillmore, and Tenderloin; the desire for more Air District staff composed of members of fenceline communities; the suggestion of making inspection reports and results available to the public; the suggestion of identifying trends in submitted complaints; the suggestion of identifying elementary schools with high asthma rates, drawing a radius around those markers, and inspecting facilities within that radius (a reverse approach); and the suggestion of repeating the greening of elementary schools, as was done at Brookfield Elementary School in Oakland in 2017 (a coalition of non-profits, school districts, and government agencies collaborated to reduce pollutants and improve students' health).

THE COUNCIL RECESSED AT 12:15 P.M., AND RESUMED AT 1:15 P.M.

C. Air District Five-Year Rulemaking Schedule

The Council discussed the Five-Year Rulemaking Schedule and reviewed and prioritized potential rulemaking efforts for the Schedule.

Victor Douglas, Director of Rules and Strategic Policy, gave the staff presentation *Five-Year Rulemaking Schedule*, including: overview; Strategic Plan goals and

strategies; why are rules important; Air District mission and authority; rule development process; rule development and public engagement; rule development timeframes; metal recycling and shredding operations; flare minimization; fugitive dust (particulate matter); current and planned rule development; considered rule development; and prioritization criteria.

Council Comments

The Council and staff discussed which existing Air District regulations *staff* believe need to be amended, due to how long ago they were adopted; the request for examples of ideal and more stringent regulations from other California air districts; the suggestion that staff use the Compliance and Enforcement database and list of permitted facilities that repeat violations to determine which rules should be prioritized; the importance of inspectors' knowledge on how to enforce adopted regulations; anxiety about permitting efficiency; how frequently backup generators are used (how often can they be used before they are no longer a backup); whether Air District whitepapers are produced internally; whether newly adopted rules are to be applied to facilities retroactively; the suggestion that newly adopted rules take into consideration ISO standards (internationally agreed-upon guidelines that outline best practices for specific tasks, such as product manufacturing, service delivery, or process management); the request for clarification on Air District Regulation 1-301, Public Nuisance; whether the Air District plays a role in dismantling brownfields, or has jurisdiction over Parcel G in Bayview Hunters Point that will begin demolition; and whether soil must be wetted for consideration of dust, asbestos, or radionucleotides (during demolition.)

At this time, the Council engaged in a dot voting activity, to prioritize the 12 potential Air District rulemakings over the next five years.

D. Managing Community Investments

The Council learned about local and regional funds administered by the Community Investments Office, priorities identified by the community, and the plan to distribute funds.

Miriam Torres, Senior Advanced Projects Advisor, gave the staff presentation *Managing Community Investments*, including: outline; background; CAC EJ priorities; managing community investments alignment with Strategic Plan; managing community investments action plan; Community Investments Office goals; funds overview; policy definitions; penalty allocation breakdown; overview of available funds; and Local Community Benefits Fund (as of December 3, 2024).

Council Comments

The Council and staff discussed whether Fiscal Year penalty budget caps have been set for 2026 and 2027; the fact that Oakland and South San Francisco have less allocated funds within the Local Community Benefits Fund, questions about whether the City of San Francisco receives any funds at all, and concerns about the allocation for Oakland, which is believed to be too low based on lived experience with pollution; the manner in which the closure of the Valero refinery in Benicia in 2026 may impact allocations to Benicia; the reason why the Board considers adoption of the Community Investments Action Plan in September 2025, but implementation is not anticipated to begin until December 2026); concerns regarding timing constraints (by when the allocated funds must be spent), and the suggestion of implementing a regulated disbursement of funds; whether the Air District plans to engage with elected officials in the communities that are awarded funds; caution against protecting funds from well-intentioned project applicants whose work is not immediately related to EJ; the desire for funds to be allocated to low-income areas first; the number of Community Investments Surveys that were collected, and whether the Local Community Benefits Fund can help incentivize people to take the survey; and the suggestion that the Air District engages with environmental non-government organizations to help distribute surveys or offer incentives for people to take the surveys.

E. Public Comment on Items 7A – 7E

No requests received.

OTHER BUSINESS

8. PUBLIC COMMENT ON NON-AGENDA MATTERS

No requests received.

9. COUNCIL MEMBER COMMENTS ON NON-AGENDA ITEMS

The Council Members were asked to share one thing that was important to them from the retreat, or they were invited to make comments on non-agenda items. Topics spoken on included:

- Disappointment in lack of Council Member recruitment of EJ community activists at the retreat.
- Desire for more toxic tours, fireside chats, and town hall meetings in impacted communities, where members of impacted communities can meet with Air District staff and Board members.
- Desire for more collaboration between the Council and staff
- Desire for more data in staff presentations, moving forward
- Request for future agenda item: formal proposal on how to onboard new Council Members

- Request for future agenda item: deep dive on Compliance and Enforcement Division’s database and identify the top complaints within each of the nine Bay Area counties
- Desire for more improved engagement, transparency, and openness between the Council and Air District staff. Appreciation for difficult conversations and efforts to improve Council/staff. Discussion seems to be stifled in the name of doing futile activities. Request for future agenda item that addresses the Council’s concerns over limitations imposed by the Ralph M. Brown Act and the Council’s desire for more freedom of discourse (the ability to dialogue with staff, no timed comments, the way in which Council meetings are run, expectations, etc.)

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

Thursday, July 17, 2025, at 6:00 p.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Community Advisory Council members and members of the public will be able to either join in-person or via webcast.

Adjournment

The meeting was adjourned at 3:29 p.m.

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: June 4, 2025

Re: Public Hearing to Consider Adoption of Proposed Budget for Fiscal Year
2025-2026 and Amendments to Air District Regulation 3: Fees

RECOMMENDED ACTION

1. Adopt the attached Resolution approving the proposed Fiscal Year 2025-2026 Budget, including proposed staffing recommendations, salary schedule and benefits, and other budget-related actions; and
2. Adopt the attached Resolution amending Air District Regulation 3 (Fees), to become effective on July 1, 2025.

BACKGROUND

Under Section 9.3 of the Air District's Administrative Code, the Executive Officer or their designee is required to present the Fiscal Year (FY) 2025-2026 Proposed Budget to the Finance and Administration Committee at its March meeting to receive direction. On March 19, 2025, the Finance and Administration Committee took action to recommend the proposed budget to the Board of Directors. On May 7, 2025, the Board of Directors conducted the first of two required public hearings on the proposed budget.

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. On December 18, 2024, the Finance and Administration Committee provided direction on the cost recovery strategy for Regulation 3 amendments. Progress towards this target is reported to the Board annually by Air District staff and is periodically reviewed by outside consultants.

The Finance and Administration Committee considered proposed amendments to Regulation 3 consistent with this Cost Recovery and Containment Policy at its March 19, 2025, meeting and took action to recommend the proposed fee amendments to the Board of Directors for adoption. The Board of Directors held the first of two required

public hearings on these proposed fee amendments on May 7, 2025.

At today's meeting, the Board of Directors will hold a public hearing to (i) consider adoption of the FY 2025-2026 Proposed Budget and (ii) consider adopting a portion of the 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. This will be the second public hearing on both items, consistent with applicable statutory requirements. This item will be presented by Hyacinth Hinojosa, Deputy Executive Officer of Finance & Administration, Stephanie Osaze, Director of Finance, and Fred Tanaka, Manager of the Engineering Division.

Note that the Board of Directors will also consider the second portion of the proposed fee regulation amendments, impacting fee schedules S and V, at a further public hearing scheduled for July 2, 2025.

DISCUSSION

In the FY 2025-2026 Proposed Budget, comprising \$165 million from the General Fund and \$147 million from Special Funds, we have allocated an increase of \$18.3 million compared to the previous FY. This budget will advance key initiatives aligned with the Air District's strategic goals. Key recommendations within this budget increase include:

- Funding for 23 additional Full-time Equivalent (FTE) positions and six (6) Limited-Term Contract Employees (LTCEs) to support Strategic Plan goals with a focus on environmental justice, community engagement, and outreach.
- Allocation of \$5.3 million for one-time investments to address essential services and acquire necessary capital assets.
- Implementation of fee increases consistent with the Cost Recovery Policy, ensuring sustainable funding for our operations.
- A 2.0% increase in salaries and benefits for Air District employees to mitigate the impact of economic inflation.
- Provision for an average 8% vacancy savings to accommodate recruitment timelines and attrition due to retirements.
- Continued commitment to pre-funding pension and other post-employment benefits liabilities, by the Air District's funding policy.
- Maintaining the reserve policy to address economic uncertainties and maintain adequate cash flow.
- Investment in various grant incentive programs and projects across the nine Bay Area counties.

To support critical programs and enhance service delivery, Air District staff is recommending 23 additional FTE positions, which will be supported by 9% Community Benefit Fund, Assembly Bill (AB) 617 Implementation Grant, increase in the Community Air Protection (CAP) administrative overhead funds from 6.25% to 12.5%, reallocation of professional services funding to staffing positions, and continued use of General

Fund as a short-term investment strategy. The proposed cost impact for this recommendation is approximately \$4.7 million and is summarized in Table 1 below. Further details on the recommended positions can be found in Attachment A.

Table 1 summarizes the new funding source to support the cost impacts for the proposed new 23 FTEs.

Funding Source	FTE	Annual Cost
AB 617 Implementation Funds	5	\$997,850
9% Community Benefit Fund	3	\$629,423
Increased Admin overhead (CAP)	7	\$1,306,487
Professional Services Reallocation	4	\$869,624
Increased General Fund Revenues	4	\$884,660
Total	23	\$4,688,044

Apart from the 23 staffing recommendations, Air District staff is seeking reclassification of positions to enhance organizational operations. This recommendation will generate approximately \$136,405 in total cost impact, as outlined in Table 2 below. For more in-depth information on the recommended reclassifications and transfers, please refer to Attachment A.

Table 2 summarizes the 7 reclassifications requested in each division.

Division/Office	Reclassification	Annual Impact
Environmental Justice	1	\$7,963
Compliance & Enforcement	2	\$60,977
Finance	2	-\$25,300
Information Management	1	\$126,210
Technology Implementation Office	1	-\$33,445
Total	7	\$136,405

The staffing roster of the Air District has been revised to incorporate all staffing recommendations, which are outlined in Appendix F of the FY 2026 Proposed Budget (see Attachment B). Furthermore, Air District staff recommend establishing a \$2.5 million reserve to support four (4) LTCE positions for a maximum of up to three (3) years. As part of the FY 2026 Budget adoption, Air District staff will request authorization to allocate the \$2.5 million to the designated LTCE Staffing Reserve Designation to support the four (4) positions.

In addition, Air District staff is proposing two (2) additional LTCE for the facility-funded pilot program, which will allow the Engineering Division to work with applicants with complex permits. These proposed positions will be supported by a funding agreement with the facilities interested.

The proposed budget includes these additional six (6) LTCE positions.

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.

Draft amendments to specific fee schedules were made using our authority to better recover costs as allowed by the California Health and Safety Code. 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. Analyzing at the fee schedule-level, staff 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 Appendix B of Attachment E, FYE 2026 Regulation 3 Staff Report. Today, the Board of Directors will consider adopting the attached Resolution making these changes to Regulation 3. These proposed amendments would take effect on July 1, 2025, to coincide with the beginning of the new FY.

The Board of Directors will consider the second set of amendments at its next regular meeting scheduled for July 2, 2025. This 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

These proposed amendments would take effect immediately upon adoption.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The total consolidated FY 2025-2026 proposed budget is \$312 million, which includes \$165 million for the General Fund Budget and \$147 million for the Special Fund Budget. The proposed budget includes the funding source and costs associated with the 23 FTE positions in each of the respective division and program budgets.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Stephanie Osaze, Pam Leong, and Fred Tanaka
Reviewed by: Hyacinth Hinojosa and Meredith Bauer

ATTACHMENT(S):

1. Attachment A Fiscal Year 2026 Proposed Staffing Justification-final 5.21.25
2. Attachment B AppendixF_FYE 2026 Authorized Staffing 2025-05-07 FTELTCE
3. Attachment C BAAQMD Budget Book 2026
4. Attachment D FY 2025-2026 Proposed Draft Budget Resolution
5. Attachment D1 SALARY SCHEDULE 2026 Mgmt Confi Rep
6. Attachment D2 Represented-Confidential-Management Benefit Summary
7. Attachment E FYE 2026 Regulation 3 Staff Report
8. Attachment F FYE 2026 Regulation 3 Fees Draft Board Resolution
9. Fiscal Year 2026 Proposed Budget Public Hearing Presentation

Attachment A: Staffing Justification

FYE 2026 FTE Staffing Requests	
REVENUE SOURCE: AB617 grant (5 FTEs)	
Division	Justification
Environmental Justice	
Staff Specialist I/II	Grant Management, Budgeting, Grant Reporting, Quarterly expenditure
Senior Staff Specialist	Program Delivery i.e., grant mgt, grant reporting
Senior Staff Specialist	Support R-NR-SP AB617
Planning & Climate Protection	
Senior Air Quality Planner	Support R-NR-SP AB617
Communication	
Public Information Officer I/II	Comms for CSCs
REVENUE SOURCE: 9% Community Benefit fund (Admin Portion) (3 FTEs)	
Community Investments Office	
Manager – Community Investments	Multiple Pilots
Staff Specialist I/II	Efficiency & Transparency
Communications	
Public Information Officer I/II	Communication for Community Investments
REVENUE SOURCE: CAP Incentives Administrative Overhead (7 FTEs)	
Environmental Justice	
Staff Specialist I/II	Community Outreach
Administrative Services	
Staff Specialist I/II	Increase Procurement Capacity
External Affairs	
Staff Specialist I/II	Regional Support for Public Affairs/Government Relations/Community Engagement
Staff Specialist I/II	Regional Support for Public Affairs/Government Relations/Community Engagement
Human Resources	
Human Resources Analyst I/II	Increased recruitments
Enterprise Technology Solutions	
System Analyst – Database Administrator / Programmer	Inhouse Expertise
System Analyst - Project Manager	Inhouse Expertise
REVENUE SOURCE: Reduction in Professional Services Contract (4 FTEs)	
Engineering	
*Senior Air Quality Engineer (BACT and Permit Consistency Coordinator	Backlog reduction

Attachment A: Staffing Justification

Human Resources	
Principal Human Resources Analyst	Implement Learning & Development Initiatives
Information Services Operations	
Systems Analyst – Infrastructure and Operations	Inhouse Expertise
Legal	
Staff Attorney – Grants & Contracts Support	Grants and contracts work currently being done by an outside vendor and a temporary employee (salary). 0.5 SID; 0.5 GF
REVENUE SOURCE: General Fund Revenue Savings (4 FTEs)	
Rules	
Staff Specialist I/II	increase rulemaking throughput
Principal Air Quality Engineer	Support indirect source rulemaking
Senior Air Quality Specialist	Support indirect source rulemaking
Legal	
*Assistant Counsel (Indirect Source Rules)	Additional staffing to support development of ISR
REVENUE SOURCE: Facility Funded Agreement (2 LTCEs)	
Engineering	
Engineering Program Manager (Unrepresented LTCEs)	Timely permits
Engineering Program Manager (Unrepresented LTCEs)	Timely permits
REVENUE SOURCE: Designated Reserves (4 LTCEs)	
Human Resources	
Senior Human Resources Analyst – EEO Specialist (CONF LTCE)	Mediations, Workplace Investigations, Civil Rights
Information Services Operation - PMO	
Program Manager – Strategic Planning (LTCE)	Accelerate work
Environmental Justice	
Staff Specialist I/II (LTCE)	Community Outreach
External Affairs	
Staff Specialist I/II (LTCE)	Regional Support for Public Affairs/Government Relations/Community Engagement

*Since the May 7, 2025 Special Budget Hearing, two of the recommended new positions have been revised to better reflect the operational needs of the Legal and Engineering Divisions. The proposed changes include reclassifying one Staff Attorney position in the Legal Division to Assistant Counsel and upgrading the Air Quality Engineer position to Senior Air Quality Engineer.

Add/Delete Requests FYE2026		
Finance Division		
Current Position	Proposed Position	Justification
Accountant I/II	Senior Accountant	Finance currently has several Accountant positions but lacks a Senior Accountant, creating a gap in the department's career progression. Reclassifying one of these positions would enhance the Finance team by providing a clear advancement path, reinforcing the Air District's commitment to employee growth and development. The Senior Accountant would play a critical role in mentoring and reviewing the work of accountants and assistants, assisting supervisors and managers with complex financial tasks, and leading divisional projects.
Principal Human Resources Analyst	Human Resources Analyst	The retirement of the Principal Human Resources Analyst presents an opportunity to hire an entry-level analyst to support the senior analyst with daily payroll operations. This position is essential to maintain payroll accuracy and ensure timely and efficient processing of payroll functions in Finance.
Technology Implementation Office		
Current Position	Proposed Position	Justification
Staff Specialist I/II (LTCE)	Assistant Staff Specialist I/II (LTCE)	This request is a reflection of the work expected in the Clean Cars for All program in the near future from program development to more program administration (application reviews, payment processing, etc.).
Information Service Operation		
Current Position	Proposed Position	Justification
Director	Deputy Executive Officer	This high-level position is needed to provide strategic and policy direction in centralizing the Air District information management and technology.
Executive Office Transfer to Environmental Justice		
Current Position	Proposed Position	Justification
Senior Advanced Project Advisor	Manager	This Manager level position will provide direct oversight of Environmental Justice staff, programs and projects and is consistent with Strategic Plan

Attachment A: Staffing Justification

		initiative resource needs and the Equity and Community Programs Division organizational structure changes made in December 2024.
Compliance & Enforcement		
Current Position	Proposed Position	Justification
Air Quality Engineer I/II	Senior Air Quality Specialist	The reason for the change is that there is a need for a person with more experience on the Compliance and Enforcement side, which this Senior AQS position may entail. The group currently operates with 4 staff with the title of an Engineer or an Engineering background and 1 person who has a specialist title with a background within Compliance and Enforcement.
Assistant Air Quality Specialist I/II	Senior Air Quality Specialist	The percentage of Field Air Quality Specialists I/II is currently 68% to 15% Senior Air Quality Specialist, 14% Supervising Specialists and 3% Assistant Air Quality Specialist. The 3%, if allowed to upgrade will be added to the 68% rounding it up to 71% AQS I/II to 15% Seniors.

Position Transfer Requests FYE2026	
Executive Division to Public Affairs Service Area	
Current Service Area/Division	Proposed Service Area
Executive Office– Deputy Executive Officer	Engineering & Compliance Service - Deputy Executive Officer
Executive to Equity & Community Programs Services:	
Current Service Area/Division	Proposed Service Area
Executive Office – Deputy Executive Officer	Equity & Community Programs
Executive to Finance & Administration Services:	
Current Service Area/Division	Proposed Service Area
Executive – Deputy Executive Officer	F&A Service - Deputy Executive Officer
Executive to Public Affairs Services:	
Current Service Area/Division	Proposed Service Area
Executive – Deputy Executive Officer	Public Affairs Service - Deputy Executive Officer
Executive to Technology & Strategic Initiatives Services:	
Current Service Area/Division	Proposed Service Area

Attachment A: Staffing Justification

Executive – Deputy Air Pollution Control Officer	Technology & Strategic Initiatives Service - Deputy Executive Officer
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Position Transfer Requests FYE2026	
Executive to Environmental Justice:	
Current Department	Proposed Department
Executive – Senior Policy Advisor	Environmental Justice – Senior Policy Advisor
Executive - Principal Environmental Planner	Environmental Justice – Principal Environmental Planner
Executive – Senior Advanced Projects Advisor	Environmental Justice - Senior Advanced Projects Advisor
Executive to Finance:	
Current Department	Proposed Department
Executive – Senior Advanced Projects Advisor	Finance – Senior Advanced Projects Advisor
Compliance & Enforcement to External Affairs:	
Current Department	Proposed Department
ENF – Air Quality Technician I/II	External Affairs – Assistant Staff Specialist I/II
Meteorology & Measurement to Engineering:	
Current Department	Proposed Department
MM - Assistant Staff Specialist II	SOURCE TEST - Assistant Staff Specialist II
MM - Principal Air Quality Specialist	SOURCE TEST - Principal Air Quality Specialist
MM - Senior Air Quality Engineer	SOURCE TEST - Senior Air Quality Engineer
MM - Supervising Air Quality Specialist	SOURCE TEST - Supervising Air Quality Specialist
MM - Manager	SOURCE TEST - Manager
MM - Air Quality Specialist II	SOURCE TEST - Air Quality Specialist II
MM - Air Quality Specialist I	SOURCE TEST - Air Quality Specialist I
MM -Principal Air Quality Engineer	SOURCE TEST - Principal Air Quality Engineer
MM - Senior Air Quality Specialist	SOURCE TEST - Senior Air Quality Specialist
MM - Supervising Air Quality Engineer	SOURCE TEST - Supervising Air Quality Engineer
MM - Air Quality Engineer II	SOURCE TEST - Air Quality Engineer II

Attachment A: Staffing Justification

MM - Air Quality Engineer I	SOURCE TEST - Air Quality Engineer I
MM - Senior Air Quality Engineer	SOURCE TEST - Senior Air Quality Engineer
MM - Air Quality Engineer II	SOURCE TEST - Air Quality Engineer II
MM - Air Quality Specialist I	SOURCE TEST - Air Quality Specialist I
MM - Air Quality Specialist II	SOURCE TEST - Air Quality Specialist II

APPENDIX F-FTE FY26

FYE 2026 Proposed Full-Time Equivalent (FTE) Positions

Table 1: The positions listed in Table 1, below, constitute the entirety of authorized permanent full-time positions and division assignments at the designated classifications for Fiscal Year Ending (FYE) 2026. The FYE 26 PROPOSED column represents proposed changes to the designated classifications and/or division assignments (if any) which is reflected in the "DIFF" column. The total proposed staffing for FYE 2026 includes 23 additional FTEs bringing the total to 523 FTEs.

Service Area / Division	Position Classification	Salary Range ID	FYE 25 APPROVED	FYE 25-Mid Yr APPROVED	FYE 26 PROPOSED	DIFF
Engineering & Compliance Service Area						
FY26 Transfer	Deputy Executive Officer	169			1	1
Compliance & Enforcement						
	Administrative Assistant I/II	114/118	2	2	2	
FY26 (Add/Del)	Air Quality Engineer I/II	132/136	1	1	0	-1
	Air Quality Specialist I/II	130/134	5	5	5	
	Air Quality Specialist I/II	130/134	44	44	44	
	Air Quality Technician I/II	122/126	6	6	6	
FY26 (Add/Del)	Assistant Air Quality Specialist I/II	122/126	2	2	1	-1
	Director/Officer	156	1	1	1	
	Manager	148	5	5	5	
	Principal Air Quality Engineer	144	2	3	3	
	Radio/Telephone Operator	113	4	4	4	
	Senior Advanced Projects Advisor	148	1	1	1	
	Senior Air Quality Engineer	140	3	2	2	
FY26 (Add/Del)	Senior Air Quality Specialist	138	11	11	13	2
	Senior Air Quality Technician	130	2	2	2	
	Supervising Air Quality Specialist	142	10	10	10	
Compliance & Enforcement Total			99	99	99	
Engineering						
	Administrative Assistant I/II	114/118	4	4	4	
FY26 New	Air Quality Engineer I/II	132/136	21	21	22	1
	Air Quality Permit Technician I/II	122/126	2	2	2	
	Air Quality Specialist I/II	130/134	4	4	4	
	Air Quality Technician I/II	122/126	5	5	5	
	Assistant Manager	147	1	1	1	
	Director/Officer	156	1	1	1	
	Manager	148	5	5	5	
	Principal Air Quality Engineer	144	5	5	5	
	Principal Air Quality Engineer	144	1	1	1	
	Senior Advanced Projects Advisor	148	1	1	1	
	Senior Air Quality Engineer	140	4	4	4	
	Senior Air Quality Engineer	140	9	9	9	
	Senior Air Quality Technician	130	1	1	1	
	Supervising Air Quality Engineer	144	12	12	12	
	Supervising Air Quality Specialist	142	1	1	1	
	Supervising Systems Analyst	139	1	1	1	
	Toxicologist	144	1	1	1	
Engineering Total			79	79	80	1
Source Test						
FY26 Transfer	Air Quality Engineer I/II	132/136			3	3
FY26 Transfer	Air Quality Specialist I/II	130/134			4	4
FY26 Transfer	Assistant Staff Specialist I/II	122/126			1	1
FY26 Transfer	Manager	148			1	1
FY26 Transfer	Principal Air Quality Engineer	144			1	1
FY26 Transfer	Principal Air Quality Specialist	142			1	1
FY26 Transfer	Senior Air Quality Engineer	140			2	2
FY26 Transfer	Senior Air Quality Specialist	138			1	1
FY26 Transfer	Supervising Air Quality Engineer	144			1	1
FY26 Transfer	Supervising Air Quality Specialist	142			1	1
Source Test Total					16	16
Engineering & Compliance Service Area			178	178	196	18
Equity & Community Programs Service Area						
FY26 Transfer	Deputy Executive Officer	169			1	1
Civil Rights Office						
	Director/Officer	156		1	1	
	Staff Specialist I/II	130/134		1	1	
Civil Rights Office Total			-	2	2	

APPENDIX F-FTE FY26

Service Area / Division	Position Classification	Salary Range ID	FYE 25 APPROVED	FYE 25-Mid Yr APPROVED	FYE 26 PROPOSED	DIFF
Community Investment Office						
	Assistant Staff Specialist I/II	122/126		1	1	
	Director/Officer	156		1	1	
FY26 New	Manager	148			1	1
FY26 New	Staff Specialist I/II	130/134			1	1
	Supervising Staff Specialist	142		1	1	
Community Investment Office Total			-	3	5	2
Environmental Justice (formerly Community Engagement)						
	Administrative Assistant I/II	114/118	1	1	1	
	Assistant Manager	147	1	1	1	
	Assistant Staff Specialist I/II	122/126	1	1	1	
	Director/Officer	156	1	1	1	
FY26 Transfer (Add/Del)	Manager	148	2	2	3	1
	Public Information Officer I/II	130/134	1	1	1	
	Senior Air Quality Engineer	140	1	1	1	
FY26 New	Senior Staff Specialist	138	5	5	7	2
FY26 New	Staff Specialist I/II	130/134	4	4	6	2
FY26 Transfer	Senior Advanced Projects Advisor	148			1	1
FY26 Transfer	Senior Policy Advisor	148		0	1	1
Environmental Justice Total			17	17	24	7
Diversity, Equity & Inclusion						
	Director/Officer	156	1	1	1	
	Supervising Staff Specialist	142	1	1	1	
	Senior Staff Specialist	138	1	1	1	
	Staff Specialist I/II	130/134	1	1	1	
Diversity, Equity & Inclusion Total			4	4	4	
Strategic Incentives						
	Administrative Assistant I/II	114/118	1	1	1	
	Assistant Staff Specialist I/II	122/126	6	7	7	
	Director/Officer	156	1	1	1	
	Manager	148	4	4	4	
	Senior Staff Specialist	138	1	0	0	
	Senior Staff Specialist	138	5	6	6	
	Staff Specialist I/II	130/134	10	10	10	
	Principal Staff Specialist	142	1	1	1	
	Supervising Staff Specialist	142	4	5	5	
Strategic Incentives Total			33	35	35	
Technology Implementation Office						
	Assistant Staff Specialist I/II	122/126	2	2	2	
	Director/Officer	156	1	1	1	
	Manager	148	1	1	1	
	Senior Staff Specialist	138	2	2	2	
	Staff Specialist I/II	130/134	4	4	4	
	Supervising Staff Specialist	142	1	1	1	
Technology Implementation Office Total			11	11	11	
Equity & Community Programs Service Area			65	72	82	10
Finance & Administration Service Area						
FY26 Transfer	Deputy Executive Officer	169			1	1
Administrative Resources						
	Director/Officer	156	1	1	1	
	Facilities Maintenance Worker	108	1	1	1	
	Manager	148	2	1	1	
	Senior Executive Assistant	134	1	1	1	
	Senior Staff Specialist	138	1	1	1	
FY26 New	Staff Specialist I/II	130/134	8	8	9	1
	Supervising Staff Specialist	142	1	2	2	
Administrative Resources Total			15	15	16	1
Executive Office						
	Administrative Assistant I/II	114/118	1	1	1	
	Clerk of the Boards	132	1	1	1	
FY26 Transfer	Deputy Air Pollution Control Officer	160	2	2	1	-1
FY26 Transfer	Deputy Executive Officer	169	5	5	0	-5
FY26 Transfer	Director/Officer	156	1	1	0	-1
	Executive Assistant I/II	128/132	3	3	3	
	Executive Officer/Air Pollution Control	Contract	1	1	1	

APPENDIX F-FTE FY26

Service Area / Division	Position Classification	Salary Range ID	FYE 25 APPROVED	FYE 25-Mid Yr APPROVED	FYE 26 PROPOSED	DIFF
	Manager	148	2	2	2	
FY26 Transfer	Principal Environmental Planner	142	1	1	0	-1
FY26 Transfer	Senior Advanced Projects Advisor	148	3	3	0	-3
	Senior Executive Assistant	134	3	3	3	
FY26 Transfer	Senior Policy Advisor	148		1	0	-1
Executive Office Total			23	24	12	-12
Finance Office						
FY26 (Add/Del)	Accountant I/II	130/134	5	5	4	-1
	Accounting Assistant I/II	122/126	4	4	4	
	Director/Officer	156	1	1	1	
	Fiscal Services Supervisor	142	1	1	1	
	Manager	148	3	3	3	
FY26 (Add/Del)	Principal Human Resources Analyst	142	1	1	0	-1
FY26 (Add/Del)	Human Resources Analyst	130/134			1	1
FY26 (Add/Del)	Senior Accountant	138			1	1
	Senior Payroll Analyst	138	1	1	1	
	Senior Staff Specialist	138	1	1	1	
FY26 Transfer	Senior Advanced Projects Advisor	148			1	1
	Staff Specialist I/II	130/134	1	1	1	
Finance Office Total			18	18	19	1
Human Resources Office						
	Director/Officer	156	1	1	1	
	Human Resources Technician II	122/126	1	1	1	
FY26 New	Human Resources Analyst I/II	130/134	1	2	3	1
	Manager	148	2	2	2	
FY26 New	Principal Human Resources Analyst	142	1	1	2	1
	Senior Human Resources Analyst	138	4	3	3	
Human Resources Office Total			10	10	12	2
Finance & Administration Service Area			66	67	60	-7
General Counsel Service Area						
Legal						
FY26 New	Assistant Counsel I/II	149/153	9	9	10	1
FY26 Transfer	Counsel	Contract	1	1	1	
	Legal Office Services Specialist	124	1	1	1	
	Senior Assistant Counsel	157	2	2	2	
FY26 New	Staff Attorney	145			1	1
	Staff Specialist I/II	130/134	4	4	4	
Legal Total			17	17	19	2
General Counsel Service Area			17	17	19	2
Information Management Service Area						
FY26 (Add/Del/Transfer)	Deputy Executive Officer	169			1	1
FY26 Transfer	Deputy Air Pollution Control Officer	160			1	1
Enterprise Technology Solutions						
	Assistant Staff Specialist I/II	122/126		1	1	
	Assistant Manager	147	3	4	4	
	Manager	148	1	1	1	
	Director/Officer	156	1	1	1	
	Systems Analyst	135	1	1	1	
	Supervising Systems Analyst	139	1	1	1	
FY26 New	Systems Analyst	135	1	1	3	2
	Web Master	135	1	1	1	
Enterprise Technology Solutions Total			9	11	13	2
Information Services						
	Air Quality Specialist I/II	130/134	1	1	1	
	Assistant Air Quality Specialist I/II	122/126	1	1	1	
	Assistant Staff Specialist I/II	122/126	1	0	0	
	Assistant Manager	147	1			
FY26 (Add/Del)	Director/Officer	156	1	1	0	-1
	Manager	148	3	3	3	
	Programmer Analyst I/II	127/131	1	1	1	
	Staff Specialist I/II	130/134	0	0	0	
	Supervising Systems Analyst	139	2	2	2	
	Supervising Staff Specialist	142	1	1	1	
	Principal Cybersecurity Analyst	142	1	1	1	

APPENDIX F-FTE FY26

Service Area / Division	Position Classification	Salary Range ID	FYE 25 APPROVED	FYE 25-Mid Yr APPROVED	FYE 26 PROPOSED	DIFF
FY26 New	Principal System Analyst	142	0	0	0	
	Systems Analyst	135	3	3	4	1
Information Services Total			16	14	14	
Information Management Service Area			25	25	29	4
Public Affairs Service Area						
FY26 Transfer	Deputy Executive Officer	169			1	1
Communications Office						
	Assistant Staff Specialist I/II	122/126	2	2	2	
	Director/Officer	156	1	1	1	
	Manager	148	2	2	2	
FY26 New	Public Information Officer I/II	130/134	5	5	7	2
	Staff Specialist I/II	130/134	1	0	0	
	Senior Public Information Officer	138	1	1	1	
Communications Office Total			12	11	13	2
External Affairs Office						
FY26 Transfer	Assistant Staff Specialist I/II	122/126	1	1	2	1
	Director/Officer	156	1	1	1	
	Manager	148	1	1	1	
FY26 New	Staff Specialist I/II	130/134			2	2
External Affairs Office Total			3	3	6	3
Legislative & Government Affairs Office						
	Director/Officer	156	1	1	1	
	Staff Specialist I	130/134	1	1	1	
Legislative & Government Affairs Office Total			2	2	2	
Public Affairs Service Area Total			17	16	22	6
Science & Policy Service						
FY26 Transfer	Deputy Executive Officer	169			1	1
Assessment, Inventory & Modeling						
	Advanced Projects Advisor	144	2	1	1	
	Air Quality Engineer I/II	132/136	2	2	2	
	Air Quality Meteorologist I/II	131/135	1	1	1	
	Atmospheric Modeler	140	1	1	1	
	Director/Officer	156	1	1	1	
	Manager	148	2	2	2	
	Principal Air Quality Engineer	144	3	3	3	
	Research Analyst	130	1	1	1	
	Senior Advanced Projects Advisor	148	2	2	2	
	Senior Air Quality Engineer	140	1	2	2	
	Senior Atmospheric Modeler	144	1	1	1	
	Statistician	137	1	1	1	
Assessment, Inventory & Modeling Total			18	18	18	
Meteorology & Measurements						
FY26 Transfer	Advanced Projects Advisor	144	1	1	1	
	Air Quality Engineer I/II	132/136	3	3	0	-3
	Air Quality Laboratory Technician I/II	122/126	1	1	1	
	Air Quality Meteorologist I/II	131/135	2	2	2	
	Air Quality Chemist I/II	130/134	1	1	1	
FY26 Transfer	Air Quality Specialist I/II	130/134	14	15	11	-4
	Assistant Air Quality Specialist I/II	122/126	5	4	4	
	Assistant Manager	147	1	1	1	
FY26 Transfer	Assistant Staff Specialist I/II	122/126	3	3	2	-1
	Director/Officer	156	1	1	1	
FY26 Transfer	Manager	148	6	6	5	-1
	Principal Air & Meteorological Monitor	143	1	1	1	
	Principal Air Quality Chemist	142	3	3	3	
FY26 Transfer	Principal Air Quality Engineer	144	1	1	0	-1
	Principal Air Quality Meteorologist	143	1	1	1	
FY26 Transfer	Principal Air Quality Specialist	142	6	6	5	-1
	Senior Air Quality Chemist	138	1	1	1	
FY26 Transfer	Senior Air Quality Engineer	140	2	2	0	-2
FY26 Transfer	Senior Air Quality Specialist	138	11	12	11	-1
	Staff Specialist I/II	130/134	1	1	1	
FY26 Transfer	Supervising Air Quality Engineer	144	1	1	0	-1
FY26 Transfer	Supervising Air Quality Specialist	142	4	5	4	-1

APPENDIX F-FTE FY26

Service Area / Division	Position Classification	Salary Range ID	FYE 25 APPROVED	FYE 25-Mid Yr APPROVED	FYE 26 PROPOSED	DIFF
	Principal Air Quality Specialist	142		1	1	
	Systems Analyst	135	2	2	2	
Meteorology & Measurements Total			72	75	59	-16
Planning & Climate Protection						
	Advanced Projects Advisor	144	1	1	1	
	Assistant Manager	147	2	1	1	
	Assistant Staff Specialist II	126	1	1	1	
	Director/Officer	156	1	1	1	
	Environmental Planner I/II	130/134	3	3	3	
	Manager	148	2	3	3	
FY26 Transfer	Principal Environmental Planner	142	3	3	4	1
	Senior Advanced Projects Advisor	148	1	1	1	
	Senior Air Quality Engineer	140	1	1	1	
	Senior Air Quality Specialist	138	1	1	1	
FY26 New	Senior Environmental Planner	138	4	4	5	1
	Senior Policy Advisor	148	1			
Planning & Climate Protection Total			21	20	22	2
Regulatory Development						
	Assistant Manager	147	1	1	1	
	Director/Officer	156	1	1	1	
	Manager	148	2	2	2	
	Senior Air Quality Engineer	140	4	3	3	
FY26 New	Staff Specialist I/II	130/134			1	1
FY26 New	Principal Air Quality Specialist	142	1	1	2	1
FY26 New	Senior Air Quality Specialist	138	3	4	5	1
Regulatory Development Total			12	12	15	3
Science & Policy Service Total			123	125	115	-10
Grand Total			491	500	523	23

APPENDIX F-LTCE FY26

FYE 2026 Proposed Limited Term Contract Employee (LTCE) Positions

Table 2: The positions listed in Table 2, below, constitute the entirety of limited term contract employee positions and division assignments at the designated classifications presented in the FYE 26 PROPOSED column. The FYE 26 column represents proposed changes to the designated classifications and/or division assignments (if any) which is reflected in the "DIFF" column. The total proposed LTCE positions for FYE 26 includes 6 additional positions as shown in FYE 26 Proposed column.

Service Area / Division	Position Classification	Salary Range ID	FYE 25 APPROVED	FYE 25 Mid-Yr APPROVED	FYE 26 PROPOSED	DIFF			
Engineering & Compliance Service Area									
Engineering									
FY26 New	Manager	148			2	2			
Engineering Total			-	-	2	2			
Engineering & Compliance Service Area Total						2	2		
Equity & Community Service Area									
Community Investment Office									
	Senior Staff Specialist	138		1	1				
	Senior Staff Specialist	138		1	1				
	Assistant Staff Specialist I/II	122/126		1	1				
Community Investment Office Total					3	3			
Environmental Justice									
FY26 New	Staff Specialist I/II	130/134	2	2	3	1			
Environmental Justice Total			2	2	3	1			
Technology Implementation Office									
FY26 (Add/Del)	Assistant Staff Specialist I/II	122/126	1	1	2	1			
FY26 (Add/Del)	Staff Specialist I/II	130/134	2	2	1	-1			
Technology Implementation Office Total			3	3	3				
Strategic Incentives									
	Principal Staff Specialist	142	1	1	1				
Strategic Incentives Total			1	1	1				
Equity & Community Service Area Total						6	9	10	1
Finance & Administrative Service Area									
Human Resources Office									
FY26 New	Senior Human Resources Analyst	138			1	1			
Human Resources Office Total			-	-	1	1			
Finance & Administrative Service Area Total						1	1		
Information Management Service Area									
Information Services									
	Systems Analyst	135	1	1	1				
FY26 New	Manager	148			1	1			
Information Services Total			1	1	2	1			
Information Management Service Area						1	1	2	1
Public Affairs Service Area									
External Affairs									
FY26 New	Staff Specialist I/II	130/134			1	1			
External Affairs Total			-	-	1	1			

APPENDIX F-LTCE FY26

Service Area / Division	Position Classification	Salary Range ID	FYE 25 APPROVED	FYE 25 Mid-Yr APPROVED	FYE 26 PROPOSED	DIFF	
Public Affairs Service Area						1	1
Science & Policy Service Area							
Meteorology & Measurements							
	Air Quality Specialist I/II	130/134	1	1	1		
	Senior Air Quality Specialist	138	1	1	1		
Meteorology & Measurements Total			2	2	2		
Planning & Climate Protection							
	Environmental Planner	134	1	1	1		
	Senior Environmental Planner	138	2	2	2		
Planning & Climate Protection Total			3	3	3		
Regulatory Development							
	Air Quality Specialist	130/134	2	2	2		
Regulatory Development Total			2	2	2		
Science & Policy Service Area Total			7	7	7		
Grand Total			14	17	23	6	

FY 2025–2026

Proposed Budget



Mission

The Air District improves air quality to protect public health, reduce historical and current environmental inequities, and mitigate climate change and its impacts.

Core Values

Transparency

We are dedicated to full transparency toward holding ourselves accountable for our decisions and actions.

Partnership

We value our partners, fostering meaningful collaboration both internally and externally to achieve shared objectives.

Environmental Justice

We will integrate environmental justice principles within all aspects of our work, and we seek enhanced environmental justice outcomes for overburdened communities.

Equity

We commit to equity and ensuring that our organizational culture fosters a diverse workforce that reflects our communities.

Trust

We gain public trust by grounding our programs and policies in law, science, and the lived experience of our communities.

Integrity

We lead with integrity, serving as honest and responsible stewards of public resources, grounding our actions in law and science, and pioneering effective and innovative solutions in partnership with the communities we serve.

Bay Area Air District

For Fiscal Year Ending June 30, 2026

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Bay Area Air District

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Bay Area Air District

Governing Board

LYNDA HOPKINS
Chair
Sonoma County (Supervisor)

VICKI VEENKER
Vice-Chair
City of Palo Alto (Vice Mayor)

JUAN GONZ LEZ III
City of San Leandro (Mayor)

DAVID HAUBERT
Alameda County - District 1 (Supervisor)

MARK SALINAS
City of Hayward (Mayor)

LENA TAM
Alameda County - District 3 (Supervisor)

DIONNE ADAMS
City of Pittsburg (Vice Mayor)

KEN CARLSON
Contra Costa County - District 4 (Supervisor)

JOHN GIOIA
Contra Costa County - District 1 (Supervisor)

GABRIEL GABE QUINTO
City of El Cerrito (Mayor Pro Tempore)

BRIAN COLBERT
Marin County - District 2 (Supervisor)

JOELLE GALLAGHER
Napa County - District 1 (Supervisor)

TYRONE JUE
City and County of San Francisco (Mayor's Appointee)

BILAL MAHMOOD
San Francisco County - District 5 (Supervisor)

SHAMANN WALTON
City and County of San Francisco - District 10 (Supervisor)

NOELIA CORZO
San Mateo County - District 2 (Supervisor)

RICO E. MEDINA
City of San Bruno (Mayor)

RAY MUELLER
San Mateo County - District 3 (Supervisor)

MARGARET ABE-KOGA
City of Mountain View (Supervisor)

OTTO LEE
Santa Clara County - District 3 (Supervisor)

SERGIO LOPEZ
City of Campbell (Vice Mayor)

BRIAN BARNACLE
City of Petaluma (Councilmember)

MONICA BROWN
Solano County - District 2 (Supervisor)

STEVE YOUNG
City of Benicia (Mayor)

PHILIP M. FINE, PH.D.
Executive Officer/APCO



Executive Officer Message

DEAR MEMBERS OF THE AIR DISTRICT COMMUNITY,

I am pleased to share the FY 2025-26 Proposed Budget, totaling \$312 million, which has been carefully developed to align with the Air District's 2024-2029 Strategic Plan and advance the priorities of the Air District, our Board of Directors, and the communities we serve. This budget is more than a financial plan — it is a strategic investment in the Air District's future, ensuring that resources are deployed effectively to improve air quality, enhance public health, and foster stronger community partnerships.

A balanced budget, including \$3.9 million in ongoing investments from previous years' budget approval and approximately \$9.2 million in new investments from General Fund reserves, will provide critical staffing resources, capital assets, and one-time services essential to fulfilling our mission. Importantly, accessing new and untapped revenue sources — including AB 617 Implementation Grant Funds, an increase in allowable Community Air Protection (CAP) Incentive administrative revenue, penalty fund administrative revenue, and a pilot program for permitting program manager positions — help support key investments while minimizing the impact on reserves. Additionally, reallocating funding from external contracting to internal staffing allows for expanded long-term capacity and efficiency gains, while remaining primarily budget neutral.

STRATEGIC INVESTMENTS TO ADVANCE THE AIR DISTRICT'S MISSION

This budget serves as a cornerstone in translating the Air District's Strategic Plan into action. Over the next five years, we are committed to transforming our workforce, streamlining operations, expanding community engagement, and strengthening enforcement efforts. Our guiding principles — environmental justice, equity, integrity, partnership, transparency, and trust — inform every decision in this budget.

In FY 2026, the proposed budget includes \$165 million from the General Fund and \$147.3 million from Special Funds, representing a \$18.3 million increase over the previous fiscal year. This additional funding will support key initiatives aligned with the Strategic Plan's four overarching goals:

1. Achieve Impact – Strengthen enforcement, modernize regulations, and reduce health impacts from air pollution.
2. Advance Environmental Justice – Prioritize resources for overburdened communities, increase community-driven investments, and improve air monitoring transparency.



3. Foster Cohesion and Inclusion – Build a diverse workforce, enhance internal collaboration, and expand training to embed environmental justice into all aspects of our work.
4. Be Effective, Accountable and Customer-Oriented – Improve permitting and enforcement processes, increase transparency, and ensure fiscal responsibility.



KEY BUDGET RECOMMENDATIONS AND INVESTMENTS

The FY 2026 budget strategically invests in staffing, infrastructure, and program enhancements to support the Air District's evolving role in protecting public health and addressing environmental disparities. Key recommendations include:

Strategic Workforce Expansion

- Funding for 23 new Full-time Equivalent (FTE) positions and six Limited-Term Contract Employees (LTCEs) to support Strategic Plan goals with a focus on environmental justice, community engagement, and outreach.
- These positions are supported by:
 - Up to 9% administrative costs from the Community Benefit Funds allocation
 - AB 617 Implementation Grant Funds.
 - An increase in the CAP Incentive Program administrative cap from 6.25% to 12.5%.
 - Reallocation of professional services funding to permanent staffing (primarily budget-neutral).
- Continuation of funding from General Fund reserves for eight FTEs down from 14 FTEs in FY 2025 and three LTCEs previously approved in the FY 2025 budget to bolster critical programs and service delivery.
- Additional investment to the LTCE Designation Reserves to support four new LTCE positions.



Environmental Justice and Community Engagement

- Direct investment in environmental justice initiatives, ensuring that overburdened communities receive targeted resources to address air pollution disparities.
- Expansion of community-driven funding programs, including penalty reinvestment strategies, so that fines from air quality violations directly benefit impacted communities.
- Enhanced transparency and accountability, ensuring that communities have clear access to air monitoring data, enforcement actions, and regulatory decisions.

Infrastructure and Capital Investments

- \$5.3 million allocated for one-time investments to modernize essential services, enhance enforcement capabilities, and acquire necessary capital assets.



Sustainable Revenue Strategies and Fiscal Responsibility

- Implementation of fee increases consistent with the Cost Recovery Policy, ensuring sustainable funding for Air District operations.
- Pilot program for facility-funded memorandums of understandings , leveraging industry contributions to support permitting program management.
- General wage adjustment to help mitigate economic inflation and support workforce retention.
- Provision for an average 8% vacancy savings to accommodate recruitment timelines and attrition due to retirements.
- Continued commitment to pre-funding pension and other post-employment benefits liabilities, in line with the Air District's long-term financial strategy.

Enhanced Grant and Incentive Programs

- Investment in various grant incentive programs across the nine Bay Area counties, ensuring continued support for emissions reductions and clean air projects.
 - Streamlined grant administration through increased CAP Incentive Program administrative funding, ensuring efficient delivery of critical financial resources to local communities.
- 

A TRANSPARENT AND ACCOUNTABLE BUDGET

This year's budget takes an innovative approach by explicitly linking program funding to Strategic Plan goals, enhancing accountability and transparency. This ensures that every dollar invested advances the Air District's commitment to environmental stewardship, public trust, and equity. To align operations with the Strategic Plan goals, the Air District's organizational structure has been refined into seven service areas, each playing a vital role in advancing the Air District's mission. These include Engineering and Compliance, Equity and Community Programs, Finance and Administration, General Counsel, Public Affairs, Science and Policy, and the newly created Information Management service area led by a Deputy Executive Officer.

As we move forward, I encourage you to review the budget brief to see how each service area plays a vital role in implementing these priorities. Your continued support and engagement are essential as we work together to create a future with cleaner air, healthier communities, and a stronger, more inclusive Air District.

Sincerely,



DR. PHILLIP M. FINE, EXECUTIVE OFFICER/AIR POLLUTION CONTROL OFFICER



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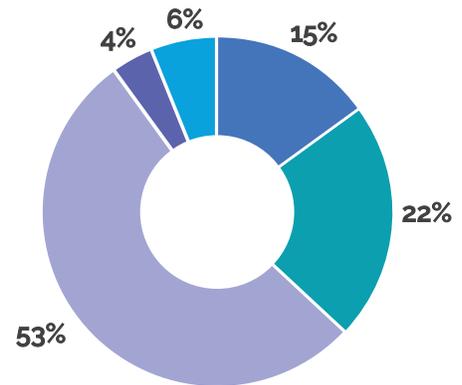




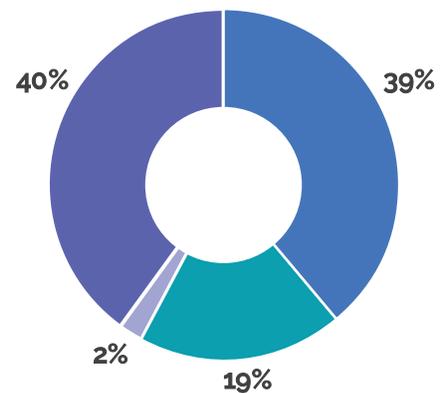
All Fund Revenue and Expenditure By Type

FY 2025-26 REVENUE AND EXPENDITURE (\$ MILLIONS)

Revenue	(\$ Millions)	
Property Taxes	\$47.6	15%
Permits/Fees	\$68.7	22%
Grants	\$165.7	53%
Other Revenue	\$11.8	4%
Transfer From Reserves	\$18.5	6%
Total Revenue	\$312.3	



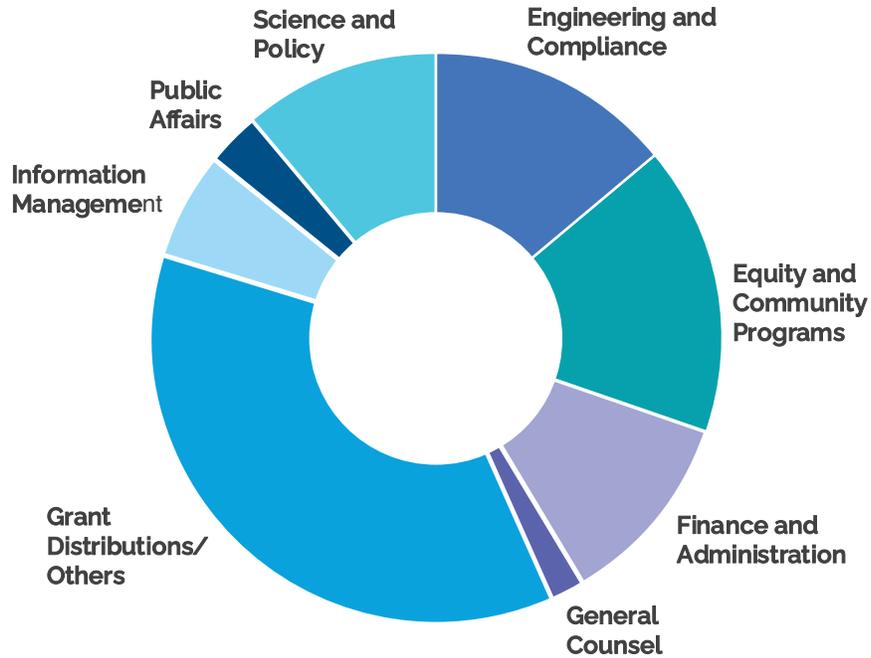
Expenditure		
Salaries and Benefits	\$120.7	39%
Services and Supplies	\$60.4	19%
Capital	\$6.9	2%
Distributions and Transfers	\$124.2	40%
Total Expenditure	\$312.3	





All Fund Expenditure By Service Area

FY 2025-26 EXPENDITURE (\$ MILLIONS)



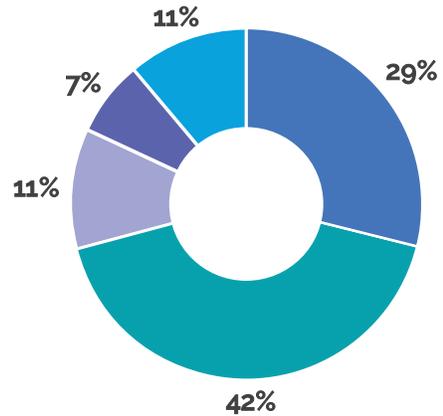
Expenditure	(\$ Millions)	
Engineering and Compliance	\$44.1	14%
Equity and Community Programs	\$51.1	16%
Finance and Administration	\$35.8	11%
General Counsel	\$6.3	2%
Grant Distributions/Others	\$112.5	36%
Information Management	\$17.8	6%
Public Affairs	\$10.3	3%
Science and Policy	\$34.4	11%
Total Expenditure	\$312.3	



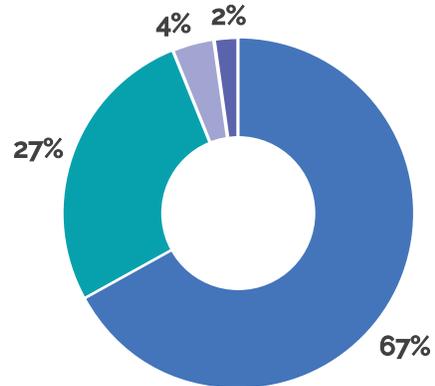
General Fund Revenue and Expenditure By Type

FY 2025-26 REVENUE AND EXPENDITURE (\$ MILLIONS)

Revenue	(\$ Millions)	
Property Taxes	\$47.6	29%
Permits/Fees	\$68.7	42%
Grants	\$18.5	11%
Other Revenue	\$11.8	7%
Reserve and Transfer In	\$18.5	11%
Total Revenue	\$165.0	



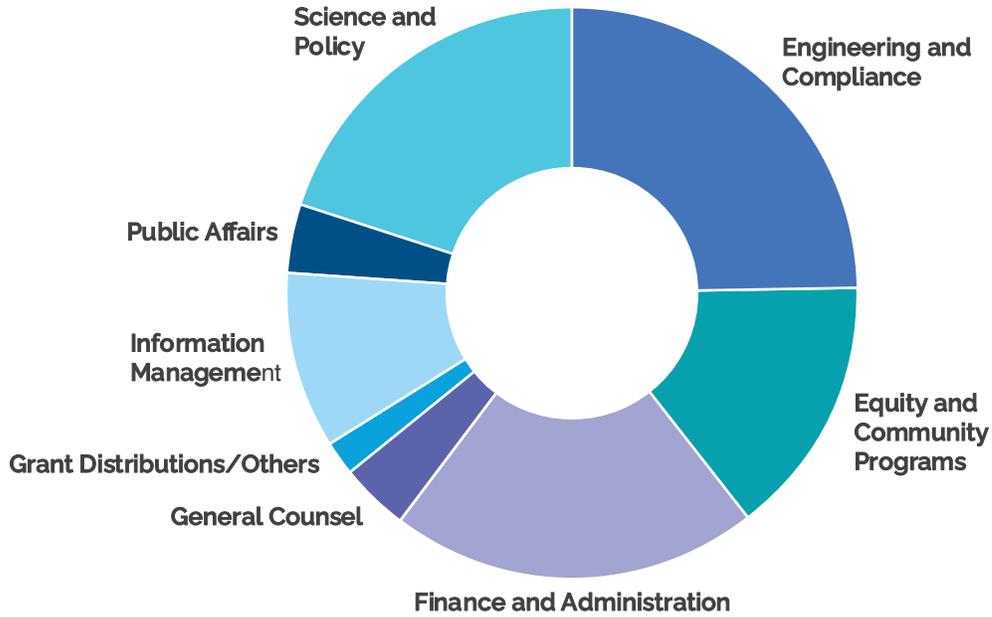
Expenditure	(\$ Millions)	
Salaries and Benefits	\$110.3	67%
Services and Supplies	\$45.2	27%
Capital	\$6.5	4%
Distributions and Transfers	\$3.0	2%
Total Expenditure	\$165.0	





General Fund Expenditure By Service Area

FY 2025-26 EXPENDITURE (\$ MILLIONS)



Expenditure	(\$ Millions)	
Engineering and Compliance	\$44.1	25%
Equity and Community Programs	\$26.0	15%
Finance and Administration	\$35.8	21%
General Counsel	\$6.3	4%
Grant Distributions/Others	\$3.0	2%
Information Management	\$17.8	10%
Public Affairs	\$7.3	4%
Science and Policy	\$34.4	20%
Total Expenditure	\$174.7	
Salary Savings	(\$9.6)	
	\$165.0	





Engineering and Compliance

INTRODUCTION

SERVICE AREA OVERVIEW

Engineering and Compliance oversees regulatory compliance and pollution control measures to safeguard air quality for all Bay Area residents. This service area is primarily responsible for implementing regulations, permitting industrial processes, and enforcing air quality rules to minimize the impacts from a variety of air pollution sources in the Bay Area. Engineering and Compliance staff conduct rigorous inspections, investigations, and permit reviews, and also promote best practices and technological advancements, to achieve regulatory compliance, reduce health risks, promote environmental justice, and protect the environment.

DIVISIONS

Compliance and Enforcement

The Compliance and Enforcement Division ensures the Air District will achieve emission reductions through the air quality regulations adopted by the Board of Directors, and permit conditions issued by the Executive Officer/APCO. Compliance with Air District, state, and federal regulations is achieved through a robust Compliance Assurance and Enforcement Program. The program includes

comprehensive inspections and investigations and a complementary Compliance Assistance Program that supports compliance objectives of the division by maintaining operations and assisting industry with air quality regulations and requirements.

Engineering

The Engineering Division reviews and processes permit applications and renewals for approximately 10,000 facilities with 26,000 permitted devices and operations. It also manages Title V (Major Facility Review) permits for about 79 facilities. In addition to permitting, the division oversees programs to assess and reduce risks from toxic air contaminants through Regulation 11, Rule 18; the State Air Toxics Hot Spots Program; and Regulation 2, Rule 5. The division also provides technical support for rule development, emissions inventory, compliance and enforcement, planning, monitoring, the Technology Implementation Office, and the Regional Climate Action Plan

Source Test

The Source Test Section conducts Air District source testing, along with providing oversight of facility source testing and continuous emissions monitoring, in order to ensure that sources of air pollution report accurate emissions. Compliance with rules and permits is often determined using source test data and information. The Source Test Section also provides subject matter expertise to develop defensible emissions data to support permit actions, rule development, emission inventory, and policy decisions.





Engineering and Compliance

SERVICE AREA BUDGET SUMMARY

WORK PLAN HIGHLIGHTS

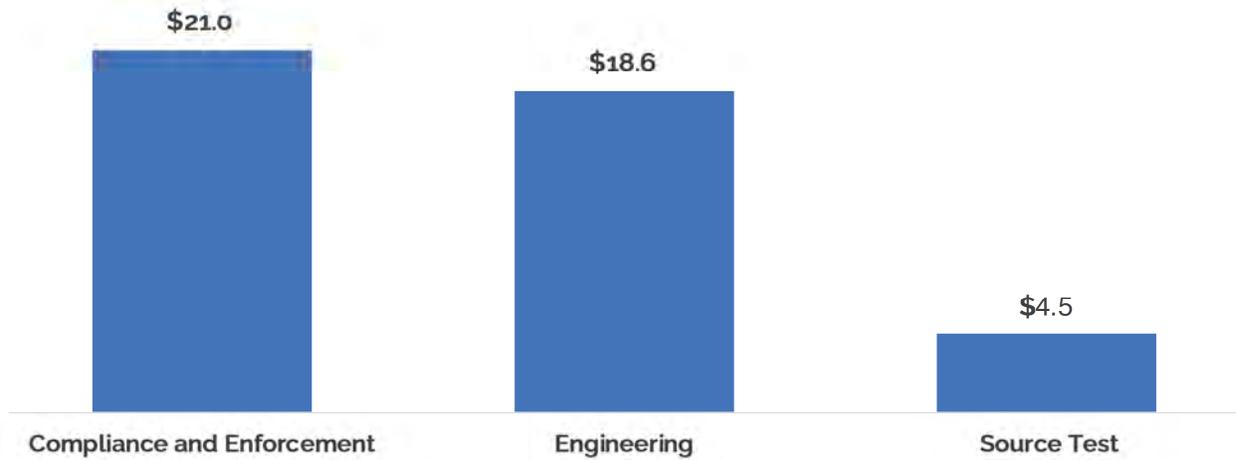
- Enhance compliance and enforcement policies to prioritize high-impact inspections in communities overburdened by air pollution. (Strategy 1.5)
- Strengthen enforcement investigations and accountability measures to ensure industries comply with air quality regulations. (Strategy 1.6)
- Improve accessibility and transparency of the air quality complaint process to better respond to community concerns. (Strategy 2.5)
- Reduce permitting delays and ensure equitable permit processing while addressing regulatory bottlenecks. (Strategies 4.1 and 4.2)
- Advance environmental justice principles in permitting decisions by integrating community input and health impact considerations. (Strategy 2.7)
- Increase transparency and public access to permit data and compliance actions to build trust and accountability. (Strategy 4.3)
- Target Air District source tests for the facilities and communities with the greatest impacts. (Strategy 4.5)
- Collaborate on permit and rule conditions and standards to improve consistency. (Strategy 4.3)
- Develop improved emission factors and streamline source test reviews to increase timely action on permits. (Strategy 4.1)





Engineering and Compliance Expenditure

FY 2025-26 EXPENDITURE (\$ MILLIONS)



Expenditure	FYE 2024 Actuals	FYE 2025 Approved	FYE 2025 Amended	FYE 2026 Proposed	Change to Prior Year Approved Budget	FYE 2026 FTE
Deputy Executive Officer						1
Compliance and Enforcement	\$16.6	\$21.0	\$21.0	\$21.0	\$0.1	99
Engineering	\$13.2	\$17.5	\$18.4	\$18.6	\$1.1	80
Source Test	\$3.4	\$4.3	\$4.3	\$4.5	\$0.2	16
Service Area Total	\$33.2	\$42.8	\$43.7	\$44.1	\$1.3	196





Equity and Community Programs

INTRODUCTION

SERVICE AREA OVERVIEW

Equity and Community Programs is dedicated to addressing environmental disparities and promoting community engagement within the Bay Area. Through targeted initiatives and partnerships, this service area aims to reduce pollution burdens in disproportionately impacted communities, improve public health outcomes, and foster environmental justice. Key initiatives include funding programs for emission reduction projects, incentivizing the adoption of clean technologies, and collaborating with community stakeholders to ensure equitable access to clean air and resources.

DIVISIONS

Office of Civil Rights

The Air District will establish a new Office of Civil Rights to ensure compliance with key civil rights laws, including Title VI of the Civil Rights Act of 1964 and California Government Code Section 11135. This office will proactively assess and address potential disproportionate impacts on communities based on race, color, national

origin, and other protected characteristics. Its primary focus will be on reviewing public-facing programs, conducting compliance audits, providing staff training, and managing civil rights complaints through a transparent and accessible process.

Environmental Justice

The Environmental Justice Division supports the agency's mission by collaborating with impacted communities and other partners in the Bay Area to advance public health, equity, and environmental justice. The office works with community members and other partners to increase community awareness and transparency of air quality issues, build capacity, increase opportunities for impacted communities to participate in Air District decision-making, and support implementation of community-identified solutions. Key program areas to support these efforts are the AB 617 Community Health Protection Program, the Community Advisory Council, the development of the agency's Environmental Justice Policy, and the James Cary Smith Community Grant Program,

Diversity, Equity and Inclusion Office

The Air District's Diversity, Equity and Inclusion Office is responsible for developing initiatives, applying an equity lens to programs, policies, practices, and procedures. Responsibilities include capacity building related to staffing, recruitment, promotions, inclusive practices in the workplace, contracting for



capital projects and services, and equity training. The office recognizes the contributions of all employees and community members and works to sustain an environment where everyone is valued, respected, and included.



Strategic Incentives

The Strategic Incentives Division administers Special Revenue funds that are used to accelerate voluntary emissions reductions by incentivizing the replacement of older, dirtier equipment that primarily targets mobile sources that total approximately \$100 million for project funds and \$8 million for Air District administrative costs. Strategic Incentives staff conduct outreach and solicit grant applications, evaluate grant applications according to established criteria, recommend allocation of the funding, prepare contracts with grantees, monitor progress in implementing funded projects, and report on the use of funds.

Technology Implementation Office

The Technology Implementation Office's (TIO) mission is to advance emerging, cost-effective solutions to achieve greenhouse gas emissions reductions for the transportation and industrial source sectors. TIO connects climate technologies and customers by providing financial incentives through grants for light-duty vehicles, electric vehicle infrastructure, and loans for various emerging climate solutions, as well as technical and match-making support. By supporting the scale-up of climate technologies, TIO can help achieve state and regional greenhouse gas emissions targets and reduce emissions in impacted communities, while also making technologies cost effective.





Equity and Community Programs

SERVICE AREA BUDGET SUMMARY

WORK PLAN HIGHLIGHTS

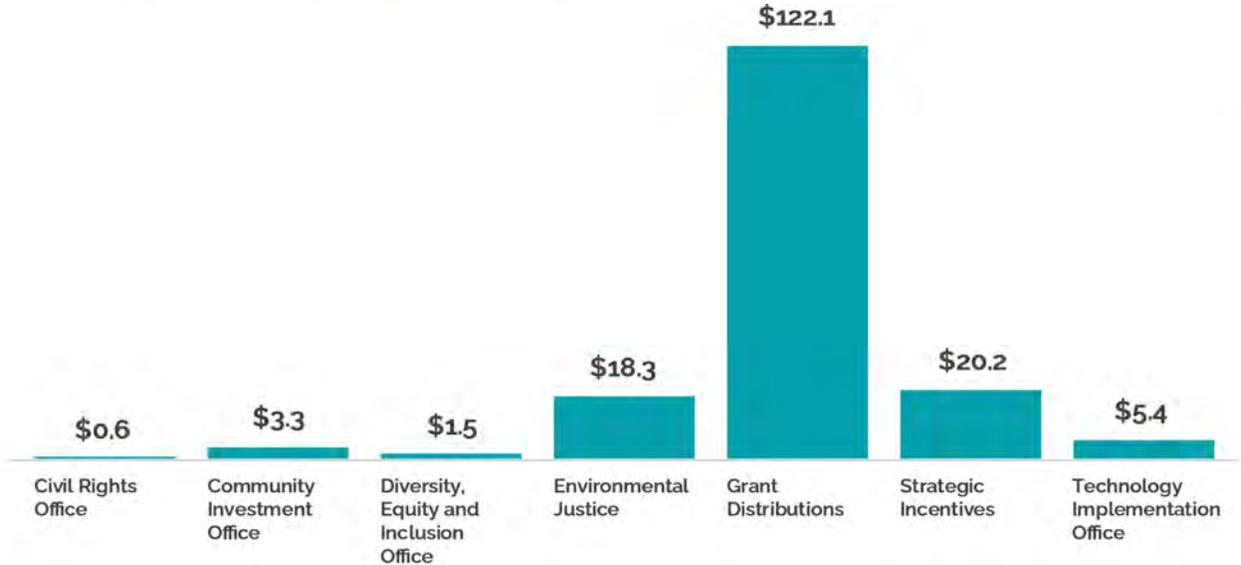
- Expand clean energy and zero-emission infrastructure investments to support climate resilience in frontline communities. (Strategy 1.7)
- Launch community-centered grant programs to reduce barriers to clean technology adoption and prioritize environmental justice communities. (Strategy 2.8)
- Modernize the grant application system to improve transparency and efficiency for funding clean air initiatives. (Strategy 4.12)
- Advance equitable state incentive programs that directly benefit communities overburdened by pollution. (Strategy 2.4)
- Implement the Clean HEET Program to reduce wintertime wood smoke pollution and improve air quality in highly-impacted areas. (Strategy 1.1)
- Strengthen community engagement through the Environmental Justice Navigator Program to build relationships and trust. (Strategy 2.1)
- Expand access to environmental career pathways through the Environmental Justice and Diversity Scholars Program. (Strategy 3.6)





Equity and Community Programs Expenditure

FY 2025-26 EXPENDITURE (\$ MILLIONS)



Expenditure	FYE 2024 Actuals	FYE 2025 Approved	FYE 2025 Amended	FYE 2026 Proposed	Change to Prior Year Approved Budget	FYE 2026 FTE
Deputy Executive Officer						1
Civil Rights Office	\$0.0	\$0.0	\$0.0	\$0.6	\$0.6	2
Community Investment Office	\$0.0	\$0.0	\$0.0	\$3.3	\$3.3	5
Diversity, Equity and Inclusion Office	\$0.5	\$1.4	\$1.4	\$1.5	\$0.2	4
Environmental Justice	\$11.6	\$18.7	\$22.5	\$18.3	(\$0.4)	24
Grant Distributions	\$62.9	\$113.7	\$16.3	\$122.1	\$8.5	0
Strategic Incentives	\$7.6	\$19.0	\$23.8	\$20.2	\$1.2	35
Technology Implementation Office	\$2.8	\$4.7	\$5.4	\$5.4	\$0.7	11
Service Area Total	\$85.4	\$157.5	\$69.5	\$171.6	\$14.1	82



Finance and Administration

INTRODUCTION

SERVICE AREA OVERVIEW

Finance and Administration manages the financial, administrative, and operational functions of the Air District. This service area is tasked with budgeting, financial planning, procurement, human resources management, and facilities maintenance to support the organization's mission. By ensuring sound fiscal management and operational efficiency, Finance and Administration enables the Air District to fulfill its responsibilities and deliver essential services to the community.

DIVISIONS

Board of Directors

The Air District's Board of Directors is a governing body comprised of 24 locally elected representatives selected from the nine counties across the Bay Area region. These representatives bring a diverse range of perspectives and experiences to the table, reflecting the unique needs and concerns of their respective communities. As stewards of the region's air quality and environmental health, the Board plays a pivotal role in setting policies, guiding strategic initiatives, and overseeing the implementation of programs aimed at improving air quality, protecting

public health, and addressing climate change challenges.

Executive Office

The Executive Office of the Air District serves as the central administrative hub, overseeing the strategic direction, coordination, and management of the organization. It provides leadership, guidance, and support to all service areas and departments within the Air District. The Executive Office is responsible for setting organizational goals, developing policies, and ensuring effective implementation of initiatives to improve air quality, protect public health, and address environmental challenges in the Bay Area.

Administrative Resources

The Administrative Resources Division provides administrative and operational support for the Air District. The Business Office handles contracts, purchasing, risk management, the mailroom, and office support services. The Fleet Office oversees vehicle acquisition, maintenance, accident management, and procurement. The Facilities Office manages planning, maintenance, construction oversight, and operations for all Air District facilities, including security and safety measures.

Finance

The Finance Office ensures fiscal stewardship and financial accountability for the Air District. Responsibilities include accounting, financial audits, reporting, vendor payments, permit fee processing, asset management, and maintaining the financial system. The office also develops the annual budget, conducts cost



recovery analysis, and manages financial reporting for federal and state grants.



Human Resources

The Human Resources Office is responsible for personnel matters, including payroll and benefits, labor and employee relations, recruitment and testing, employee engagement, processing personnel actions, employee performance appraisal and recognition programs, organizational development and training, health and safety compliance, workers compensation and special events coordination.





Finance and Administration

SERVICE AREA BUDGET SUMMARY

WORK PLAN HIGHLIGHTS

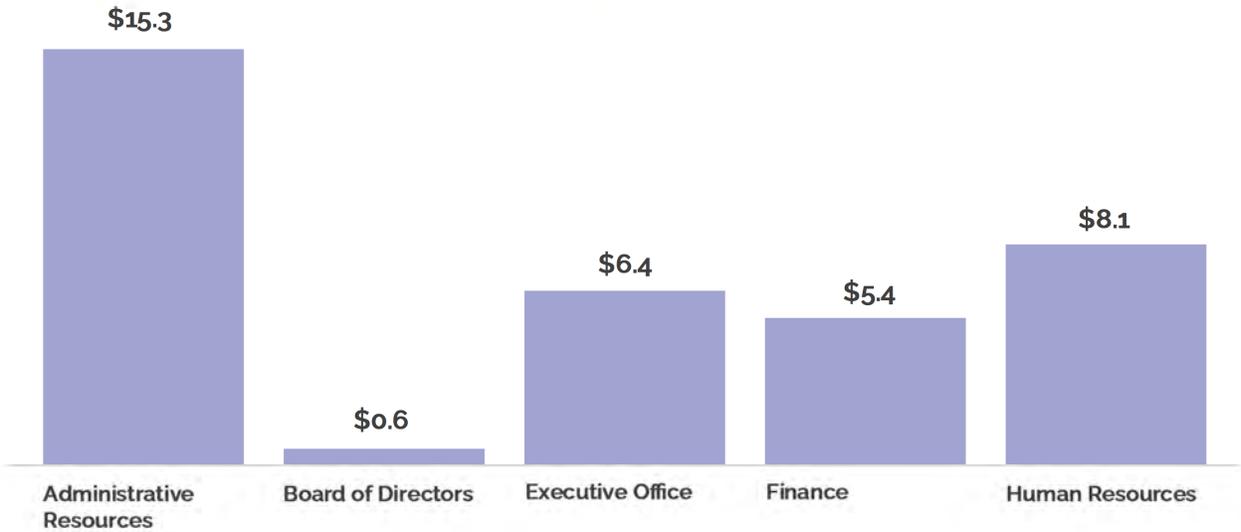
- Expand targeted recruitment programs to increase workforce diversity and ensure Air District staff reflect impacted communities. (Strategy 3.1)
- Develop professional training programs to strengthen environmental justice, leadership, and compliance expertise. (Strategy 3.6)
- Implement digital modernization efforts to streamline administrative processes and enhance operational efficiency. (Strategy 4.12)
- Improve workplace accessibility and safety to foster an inclusive and adaptive work environment (Strategy 3.2)
- Develop sustainable cost recovery models to align funding with community priorities. (Strategy 4.11)
- Enhance financial transparency and accountability through better budget reporting and grant tracking. (Strategy 4.12)
- Optimize reserve policies to balance long-term financial stability with strategic investments. (Strategy 4.10)





Finance and Administration Expenditure

FY 2025-26 EXPENDITURE (\$ MILLIONS)



Expenditure	FYE 2024 Actuals	FYE 2025 Approved	FYE 2025 Amended	FYE 2026 Proposed	Change to Prior Year Approved Budget	FYE 2026 FTE
Deputy Executive Officer						1
Administrative Resources	\$8.6	\$13.0	\$14.1	\$15.3	\$2.3	16
Board of Directors	\$0.6	\$0.8	\$0.8	\$0.6	(\$0.1)	0
Executive Office	\$8.1	\$8.9	\$9.5	\$6.4	(\$2.4)	12
Finance	\$4.5	\$5.2	\$5.0	\$5.4	\$0.2	19
Human Resources	\$6.9	\$8.3	\$9.3	\$8.1	(\$0.2)	12
Service Area Total	\$28.7	\$36.2	\$38.6	\$35.8	(\$0.3)	60



INTRODUCTION

The General Counsel provides legal counsel, representation, and support to the Air District on matters related to environmental law, regulatory compliance, enforcement actions, and policy development. This service area plays a crucial role in interpreting and implementing laws, regulations, and policies governing air quality and environmental protection. The General Counsel manages the attorneys and non-attorney staff in the Legal Office and outside counsel retained to handle specialized matters. The General Counsel and the attorneys in the Legal Office help the Air District navigate complex legal challenges, uphold regulatory standards, and advance environmental justice objectives.

SERVICE AREA BUDGET SUMMARY

WORK PLAN HIGHLIGHTS

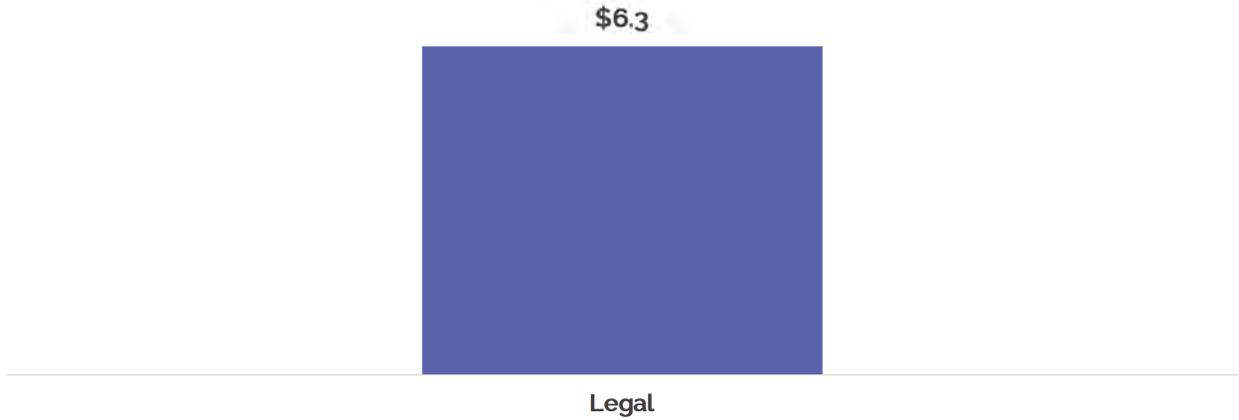
- Strengthen enforcement policies to hold violators accountable and ensure violations result in meaningful consequences. (Strategy 1.6)
- Enhance legal strategies to address air quality violations in overburdened communities by prioritizing stronger enforcement mechanisms. (Strategy 2.8)
- Support community-driven environmental justice initiatives by providing legal guidance for enforcement policies and emission reduction plans. (Strategy 2.1)
- Ensure compliance with civil rights and environmental justice policies in permitting and enforcement actions. (Strategy 2.10)
- Expand environmental justice legal training and professional development by launching a new legal fellowship program. (Strategy 3.6)





General Counsel Expenditure

FY 2025-26 EXPENDITURE (\$ MILLIONS)



Expenditure	FYE 2024 Actuals	FYE 2025 Approved	FYE 2025 Amended	FYE 2026 Proposed	Change to Prior Year Approved Budget	FYE 2026 FTE
Legal	\$5.1	\$5.8	\$7.3	\$6.3	\$0.5	19
Service Area Total	\$5.1	\$5.8	\$7.3	\$6.3	\$0.5	19





Information Management

INTRODUCTION

SERVICE AREA OVERVIEW

Information Management leads the modernization of the Air District's technology infrastructure, improves core business processes, and coordinates strategic cross-functional projects. Uniting Enterprise Technology Solutions, Information Services strengthens mission delivery, promotes secure information management, and advances data-driven decisions. Robust cybersecurity, innovative tools, and structured project management support greater efficiency, transparency, and organizational effectiveness.

DIVISIONS

Enterprise Technology Solutions

The Enterprise Technology Solutions Division identifies, develops, and implements both custom and off-the-shelf technologies that enhance the Air District's core operations. Key examples include systems, which enable permitting, inspection, and enforcement processes for regulated facilities, grants management tools, the Air District's financial system, and the technology powering the public-facing website. This division works closely with other service areas to streamline business processes, promote innovation, and

ensure that technology solutions effectively meet staff and community needs.

Information Services

Information Services is responsible for designing, implementing, and maintaining the Air District's information technology infrastructure. This includes managing servers and networks, telecommunications, cybersecurity, business continuity, and disaster recovery systems. The division also provides user support to Air District staff and technical assistance to external stakeholders, ensuring seamless and secure access to online services. By focusing on resilience and continuous improvement, Information Services safeguards the Air District's data and systems against evolving threats and disruptions and fosters effective implementation of initiatives to improve air quality, protect public health, and address environmental challenges in the Bay Area.





Information Management

SERVICE AREA BUDGET SUMMARY

WORK PLAN HIGHLIGHTS

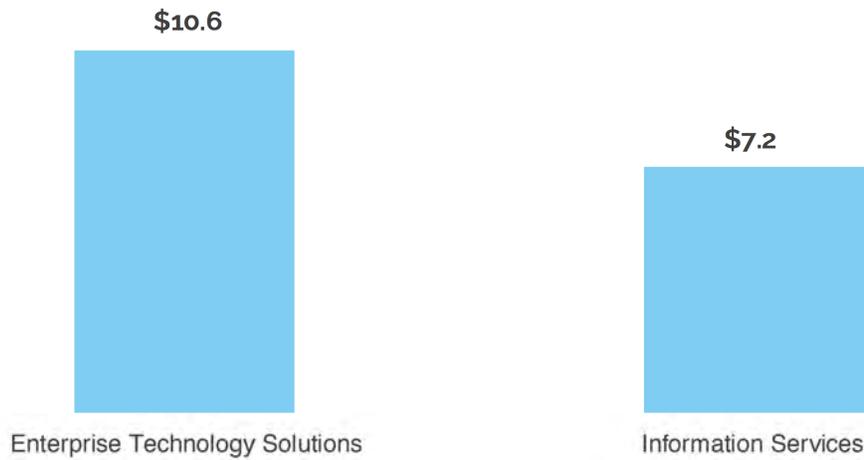
- Modernize the Air District's IT infrastructure to enhance cybersecurity and resilience. (Strategy 4.12)
- Develop an improved Grants Management system to increase accessibility for frontline communities. (Strategy 2.8)
- Expand digital tools to improve public access to air quality and compliance data. (Strategy 2.3)
- Streamline permitting and enforcement systems for greater operational efficiency. (Strategy 4.1)
- Enhance user support and training to improve service delivery. (Strategy 4.7)





Information Management Expenditure

FY 2025-26 EXPENDITURE (\$ MILLIONS)



Expenditure	FYE 2024 Actuals	FYE 2025 Approved	FYE 2025 Amended	FYE 2026 Proposed	Change to Prior Year Approved Budget	FYE 2026 FTE
Deputy Executive Officer						1
Deputy Air Pollution Control Officer						1
Enterprise Technology Solutions	\$9.0	\$10.3	\$13.4	\$10.6	\$0.3	13
Information Services	\$3.6	\$6.0	\$9.3	\$7.2	\$1.3	14
Service Area Total	\$12.6	\$16.3	\$22.6	\$17.8	\$1.5	29





Public Affairs

INTRODUCTION

SERVICE AREA OVERVIEW

Public Affairs is responsible for communication, outreach, and public engagement efforts to raise awareness, promote transparency, and foster community involvement in air quality issues. This service area develops and implements communication strategies, public education campaigns, and media relations activities to inform the public, policymakers, and stakeholders about air quality initiatives, health risks, and regulatory developments. By fostering open dialogue and collaboration, Public Affairs enhances public understanding and support for the Air District's mission. Government Outreach and Special Projects develops policy proposals, guidance, and planning to support internal-facing activities related to executive and administrative functions and partnerships with local government focused on incident response and emergency preparedness.

DIVISIONS

Communications Office

The Communications Office coordinates all media outreach, public health and air quality messaging, crisis and internal communications, and media relations, and print, digital and social media outreach for the Air District. The office manages advertising, social media platforms, strategies, programs and outreach for Spare

the Air (STA) and the STA Employer Program. The office maintains the STA website and related sites and the STA mobile applications and represents the Air District at community events for STA throughout the region.

External Affairs Office

The External Affairs Office coordinates the administration of the Commuter Benefits Program, in partnership with the Metropolitan Transportation Commission, and directs the Flex Your Commute messaging campaign. The office directs the Air District's external sponsorship program to ensure transparency, goals, and benefits are met in accordance with Air District requirements. The office is developing a districtwide partnership program to expand messaging reach and information-sharing with local, county and state agencies, and NGO's. The office represents the Air District at conferences and events and develops regional conferences and seminars to expand messaging for targeted initiatives and build regional partnerships.

Legislative and Government Affairs Office

The Legislative and Government Affairs Office coordinates and tracks developing positions on state and federal legislation and budget proposals, meets with legislators and legislative staff about policy proposals and updates them on Air District activities. The office represents the Air District at legislative hearings, and interacts with stakeholder groups, state and local agencies, and members of the public. The office disseminates information on current legislative policy and budget proposals that affect Air District programs and policies and develops strategies to further the Air District's legislative priorities.





Public Affairs

SERVICE AREA BUDGET SUMMARY

WORK PLAN HIGHLIGHTS

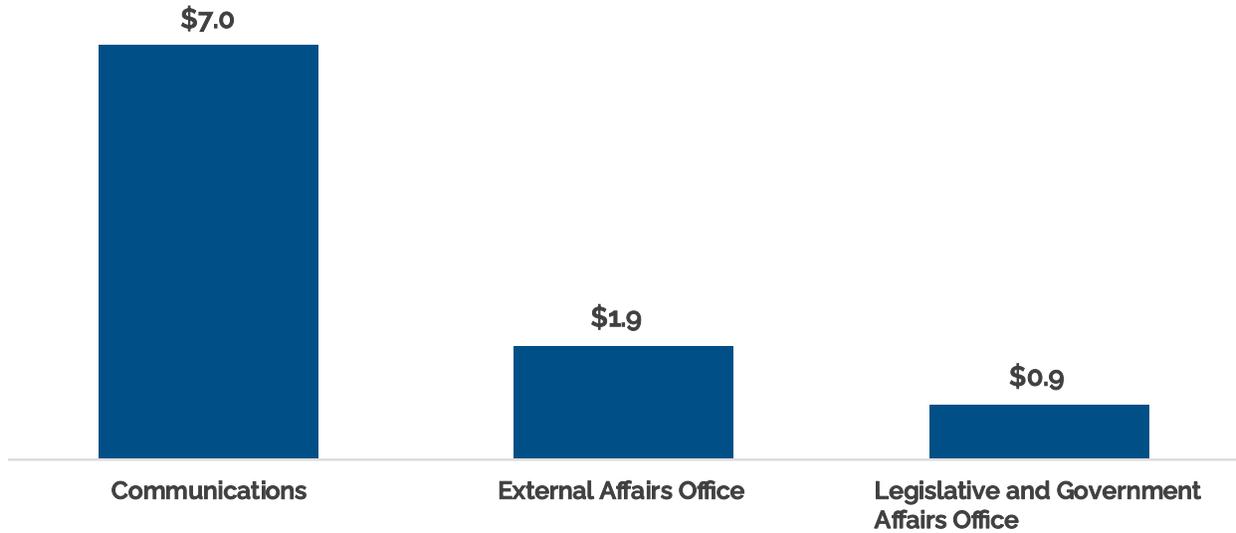
- Enhance real-time public communication on air quality incidents to ensure accessibility and responsiveness. (Strategy 4.8)
- Strengthen partnerships with local governments and community organizations to amplify messaging and engagement. (Strategy 2.1)
- Expand public notification tools for improved incident response and transparency. (Strategy 4.6)
- Increase digital and social media outreach to support education on rulemaking, enforcement, and climate initiatives. (Strategy 4.7)
- Develop internal and external communication training to improve staff effectiveness. (Strategy 3.3)





Public Affairs Expenditure

FY 2025-26 EXPENDITURE (\$ MILLIONS)



Expenditure	FYE 2024 Actuals	FYE 2025 Approved	FYE 2025 Amended	FYE 2026 Proposed	Change to Prior Year Approved Budget	FYE 2026 FTE
Deputy Executive Officer						1
Communications	\$5.8	\$6.2	\$7.5	\$7.0	\$0.8	13
External Affairs Office	\$0.6	\$1.7	\$1.8	\$1.9	\$0.2	6
Legislative and Government Affairs Office	\$0.7	\$0.7	\$0.7	\$0.9	\$0.2	2
Service Area Total	\$7.1	\$8.6	\$10.0	\$9.8	\$1.2	22



Science and Policy

INTRODUCTION

SERVICE AREA OVERVIEW

Science and Policy conducts research, analysis, and policy development to inform decision-making and advance air quality goals in the Bay Area. This service area monitors air quality, calculates, and tracks emissions, assesses health impacts, and evaluates the effectiveness of regulatory measures to inform policy priorities. By integrating scientific expertise with policy analysis, Science and Policy provides evidence-based recommendations to address air quality challenges, mitigate pollution sources, and protect public health and the environment.

DIVISIONS

Assessment, Inventory and Modeling

The Assessment, Inventory, and Modeling (AIM) Division develops air pollution inventories and conducts air quality modeling at regional and community levels. It evaluates equity in pollution exposure and health impacts to support Air District programs. The division improves and reports emissions estimates for criteria pollutants, toxic air contaminants, and climate-forcing pollutants. AIM staff assess emissions, concentrations, and exposures to pollutants like particulate matter and ozone to support targeted pollution reduction strategies.

Meteorology and Measurements

The Meteorology and Measurements Division provides air quality and meteorological data, chemical analysis, and forecasting to support the Air District's enforcement, permitting, rule development, communications, and community engagement efforts. Staff operate monitoring instruments, conduct testing and analysis, and develop monitoring and testing plans. They also design and maintain instruments and systems, ensure data quality through rigorous quality assurance and control, and analyze and communicate findings to support air quality management.

Planning and Climate Protection

The Planning and Climate Protection Division ensures compliance with air quality standards, leads climate initiatives, and coordinates local emissions reduction plans under AB 617. Staff support environmental justice efforts, assist with General Plan Environmental Justice Elements (SB 1000), and promote equity in climate action. They provide model ordinances, technical resources, and best practices to accelerate action. Additionally, they help agencies apply CEQA thresholds and updated guidelines to protect health and mitigate climate impacts.

Regulatory Development

The Regulatory Development Division is responsible for developing regulations to implement Air District plans to attain federal and state air quality standards and protect public health. In addition, staff assist with the preparation of community and regional air



quality plans. Other measures are developed under the direction of the Board of Directors to further protect public health and safety and reduce emissions of greenhouse gases. In addition, staff review existing regulations and develop amendments to improve clarity, efficiency, and effectiveness.



Public Health

The Public Health Officer serves as the Air District's lead for understanding the latest science regarding public health impacts of air pollution. They also support permitting, compliance, and rule development.





Science and Policy

SERVICE AREA BUDGET SUMMARY

WORK PLAN HIGHLIGHTS

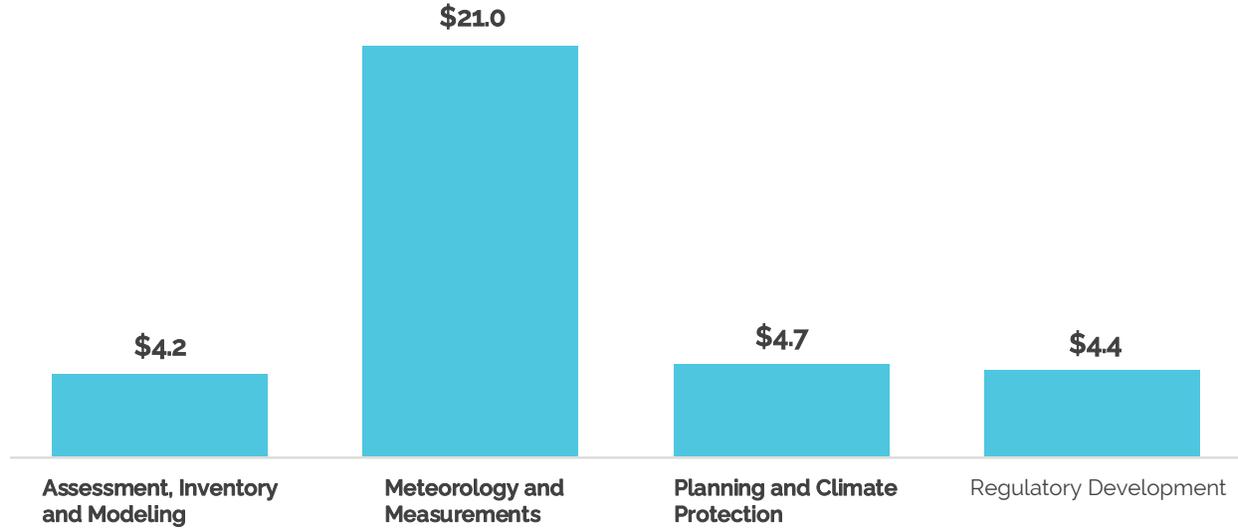
- Strengthen air pollution regulations to reduce emissions from major industrial sources. (Strategy 1.2)
- Enhance community-driven air quality data collection and public access to information. (Strategy 2.3)
- Develop regional and community-specific emissions reduction strategies. (Strategy 2.7)
- Advance innovative climate solutions and implement regional climate plans. (Strategy 1.7)
- Improve public health impact assessments of air pollution exposure. (Strategy 2.4)
- Upgrade air quality monitoring networks to prioritize overburdened communities. (Strategy 4.4)





Science and Policy Expenditure

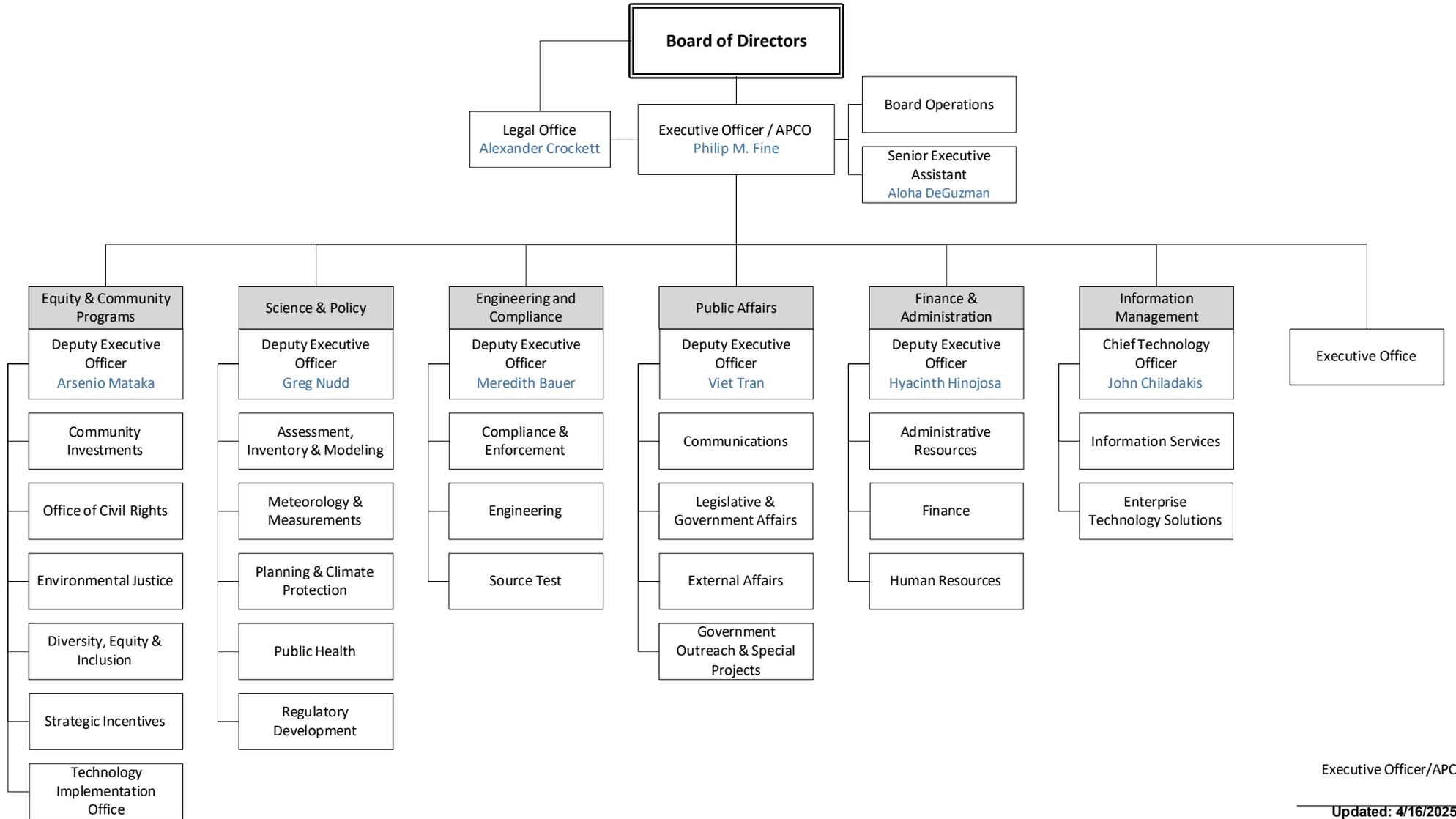
FY 2025-26 EXPENDITURE (\$ MILLIONS)



Expenditure	FYE 2024 Actuals	FYE 2025 Approved	FYE 2025 Amended	FYE 2026 Proposed	Change to Prior Year Approved Budget	FYE 2026 FTE
Deputy Executive Officer						1
Assessment, Inventory and Modeling	\$3.7	\$3.7	\$4.0	\$4.2	\$0.5	18
Meteorology and Measurements ¹	\$12.6	\$18.4	\$20.1	\$21.0	\$2.6	59
Planning and Climate Protection ¹	\$4.1	\$4.7	\$5.3	\$4.7	\$0.1	22
Regulatory Development	\$2.4	\$3.4	\$3.9	\$4.4	\$1.0	15
Service Area Total	\$22.8	\$30.2	\$33.3	\$34.4	\$4.2	115



Bay Area Air District Organizational Chart



Executive Officer/APCO

Updated: 4/16/2025

District-Wide Revenue and Expenditure Budgets

TABLE I: Consolidated Expenditures and Revenues by Major Categories

	ACTUALS FYE 2024			APPROVED BUDGET FYE 2025			AMENDED BUDGET FYE 2025			PROPOSED BUDGET FYE 2026		
	GENERAL FUND	SPECIAL FUNDS	TOTAL FUNDS	GENERAL FUND	SPECIAL FUNDS	TOTAL FUNDS	GENERAL FUND	SPECIAL FUNDS	TOTAL FUNDS	GENERAL FUND	SPECIAL FUNDS	TOTAL FUNDS
REVENUES												
County Revenues	47,524,894		47,524,894	46,306,873		46,306,873	46,306,873		46,306,873	47,568,000		47,568,000
Permits / Fees	64,674,460		64,674,460	66,980,188		66,980,188	66,980,188		66,980,188	68,713,181		68,713,181
Grant Revenues	11,048,056	72,161,375	83,209,431	18,905,256	136,658,174	155,563,430	18,905,256	156,740,684	175,645,940	16,897,694	147,263,176	164,160,870
Other Revenues	32,210,028	1,055,428	33,265,456	9,555,620		9,555,620	9,555,620		9,555,620	11,750,787		11,750,787
Rev Before Reimb & Tsfr	155,457,438	73,216,803	228,674,241	141,747,937	136,658,174	278,406,111	141,747,937	156,740,684	298,488,621	144,929,662	147,263,176	292,192,838
Reimbursements Programs	1,424,920	1,014,124	2,439,044	1,597,702		1,597,702	1,597,702		1,597,702	1,564,439		1,564,439
Transfer In	1,889,270		1,889,270	1,414,855		1,414,855	1,414,855		1,414,855	2,102,369		2,102,369
Transfer from / (to) Reserves	(35,138,437)		(35,138,437)	9,693,058		9,693,058	29,051,283		29,051,283	16,416,986		16,416,986
Total REVENUES	123,633,191	74,230,927	197,864,118	154,453,550	136,658,174	291,111,724	173,811,777	156,740,684	330,552,461	165,013,454	147,263,177	312,276,631
EXPENDITURES												
Personnel & Benefits	90,305,835	7,789,155	98,094,990	103,606,450	8,496,807	112,103,257	103,684,001	8,496,810	112,180,811	110,298,086	10,414,187	120,712,273
Services & Supplies	27,223,892	3,461,008	30,684,900	41,513,091	15,038,990	56,552,081	55,922,144	20,890,635	76,812,779	45,248,237	15,196,100	60,444,337
Capital Expenditures	4,268,478		4,268,478	7,194,925		7,194,925	11,872,577		11,872,577	6,477,416	400,000	6,877,416
Exp Before Dist & Tsfr	121,798,205	11,250,163	133,048,368	152,314,466	23,535,797	175,850,263	171,478,722	29,387,445	200,866,167	162,023,739	26,010,287	188,034,026
Program Distributions	1,834,986	61,091,494	62,926,480	1,950,000	111,707,522	113,657,522	2,143,971	125,874,391	128,018,362	2,989,728	119,150,522	122,140,250
Transfer Out		1,889,270	1,889,270	189,084	1,414,855	1,603,939	189,084	1,478,848	1,667,932		2,102,369	2,102,369
Total EXPENDITURES	123,633,191	74,230,927	197,864,118	154,453,550	136,658,174	291,111,724	173,811,777	156,740,684	330,552,461	165,013,454	147,263,177	312,276,631

TABLE II: Consolidated Revenues

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/\$ Change 26/25 Amended \$	Percent Change %
COUNTY REVENUES						
Alameda	8,809,059	8,585,788	8,585,788	8,050,000	(535,788)	(6.24)%
Contra Costa	5,199,972	5,234,985	5,234,985	5,400,000	165,015	(3.15)%
Marin	2,060,278	2,118,147	2,118,147	2,131,000	12,853	0.61%
Napa	1,485,462	1,542,224	1,542,224	1,583,000	40,776	2.64%
San Francisco	6,971,257	6,936,000	6,936,000	7,210,000	274,000	3.95%
San Mateo	6,648,355	6,234,899	6,234,899	6,422,000	187,101	3.00%
Santa Clara	13,276,079	12,508,872	12,508,872	13,407,000	898,128	7.18%
Solano	1,044,603	1,119,206	1,119,206	1,152,000	32,794	2.93%
Sonoma	2,029,828	2,026,752	2,026,752	2,213,000	186,248	9.19%
	<u>47,524,894</u>	<u>46,306,873</u>	<u>46,306,873</u>	<u>47,568,000</u>	<u>1,261,127</u>	<u>2.72%</u>
PERMITS / FEES						
Permit Renewal & Application Fees	45,429,995	46,804,597	46,804,597	48,366,276	1,561,679	3.34%
Community Health Impact	1,159,583	1,152,801	1,152,801	1,242,407	89,606	7.77%
Criteria Pollutant and Toxics Emissions	1,768,434	1,691,369	1,691,369	1,833,648	142,279	8.41%
Title V Fees	6,797,911	8,100,473	8,100,473	8,469,866	369,393	4.56%
Asbestos Fees	3,642,108	3,650,000	3,650,000	3,300,000	(350,000)	(9.59)%
Toxics Inventory Fees	1,326,590	1,292,751	1,292,751	1,226,697	(66,054)	(5.11)%
Registration Fees	295,091	297,408	297,408	272,889	(24,519)	(8.24)%
Hearing Board Fees	37,156	90,000	90,000	50,000	(40,000)	(44.44)%
Greenhouse Gas Fees	4,217,592	3,900,789	3,900,789	3,951,398	50,609	1.30%
	<u>64,674,460</u>	<u>66,980,188</u>	<u>66,980,188</u>	<u>68,713,181</u>	<u>1,732,993</u>	<u>2.59%</u>
GRANT REVENUES						
Federal Grant	3,057,235	6,919,505	6,919,505	5,493,940	(1,425,565)	(20.60)%
Other Grants	7,990,822	11,985,751	11,985,751	11,403,754	(581,997)	(4.86)%
	<u>11,048,056</u>	<u>18,905,256</u>	<u>18,905,256</u>	<u>16,897,694</u>	<u>(2,007,562)</u>	<u>(10.62)%</u>
OTHER REVENUES						
Penalty Assessments	24,088,574	4,000,000	4,000,000	4,000,000		
State Subvention	1,692,558	1,750,000	1,750,000	1,701,561	48,439	2.77%
PERP (Portable Equip Prog)	1,119,248	1,000,000	1,000,000	1,000,000		
Interest Income	4,137,614	2,505,620	2,505,620	4,213,000	1,707,380	68.14%
Miscellaneous Income	1,172,035	300,000	300,000	836,226	(536,226)	(178.74)%
	<u>32,210,028</u>	<u>9,555,620</u>	<u>9,555,620</u>	<u>11,750,787</u>	<u>1,219,593</u>	<u>12.76%</u>
Total Operating Revenues	<u>155,457,438</u>	<u>141,747,937</u>	<u>141,747,937</u>	<u>144,929,662</u>	<u>3,181,725</u>	<u>2.24%</u>
Reimbursement Programs						
DHS Biowatch Funding	1,424,920	1,597,702	1,597,702	1,564,439	(33,263)	(2.08)%
Transfer from / (to) Reserves	(35,138,437)	9,693,059	29,051,283	16,416,987	(12,634,296)	(43.49)%
Transfer In	1,889,270	1,414,855	1,414,855	2,102,369	687,514	48.59%
	<u>123,633,191</u>	<u>154,453,550</u>	<u>173,811,777</u>	<u>165,013,454</u>	<u>(8,798,323)</u>	<u>(5.06)%</u>
Special Revenue Funds						
Grant Programs						
Carl Moyer Fund	29,263,543	44,800,907	58,161,148	56,668,151	(1,492,997)	(2.57)%
Mobile Source Incentive Fund (MSIF)	4,321,955	17,412,662	21,847,998	17,690,241	(4,157,757)	(19.03)%
Transportation Fund for Clean Air (TFCA)	24,997,062	24,344,670	24,977,626	34,768,311	9,790,685	39.20%
Clean Cars for All (CCFA)	9,106,998	29,851,903	31,263,491	16,381,866	(14,881,625)	(47.60)%
California Goods Movement Bond (CGMB)	2,979,303	2,189,084	2,398,422	144,420	(2,254,002)	(93.98)%
Vehicle Mitigation (VM)	2,506,638	16,035,329	16,068,328	21,555,595	5,487,267	34.15%
Other Grants Revenues	1,055,428	2,023,619	2,023,671	54,593	(1,969,078)	(97.30)%
	<u>74,230,927</u>	<u>136,658,174</u>	<u>156,740,684</u>	<u>147,263,177</u>	<u>(9,477,507)</u>	<u>(6.05)%</u>
Total Special Revenue Funds	<u>197,864,118</u>	<u>291,111,724</u>	<u>330,552,461</u>	<u>312,276,631</u>	<u>(18,275,829)</u>	<u>(5.53)%</u>

TABLE III: Consolidated Expenditures

	Program Actual	Approved Program Budget	Amended Program Budget	Proposed Program Budget	FTE/\$ Change	Percent Change
	2024	2025	2025	2026	26/25 Amended	
					\$	%
NUMBER OF POSITIONS (FTE)	409.24	491.00	500.00	523.05	23.05	4.6%
NUMBER OF POSITIONS (LTCE)		14.00	17.00	23.00	6.00	35.3%
PERSONNEL						
Permanent Salaries	62,651,907	78,571,364	78,648,917	86,700,475	8,051,558	10.2%
Overtime Salaries	537,212	634,252	634,252	747,000	112,748	17.8%
Temporary Salaries	936,500	1,466,292	1,466,292	1,002,006	(464,286)	(31.7)%
Payroll Taxes	1,389,117	1,125,530	1,125,530	1,251,979	126,449	11.2%
Pension Benefits	13,904,435	15,594,118	15,594,118	16,396,793	802,675	5.1%
FICA Replacement Benefits	1,431,533	1,714,976	1,714,976	1,926,288	211,312	12.3%
Group Insurance Benefits	11,625,433	14,913,792	14,913,792	16,405,871	1,492,079	10.0%
Transportation Subsidy	225,330	484,018	484,018	701,070	217,052	44.8%
Workers' Compensation	220,010	229,999	230,000	230,002	2	
Discretionary Contribution	5,000,001	4,999,998	4,999,997	4,999,995	(2)	
Board Stipends	173,504	167,240	167,240		(167,240)	(100.0)%
Vacancy Savings		(7,798,321)	(7,798,321)	(9,649,204)	(1,850,883)	23.7%
	98,094,990	112,103,259	112,180,811	120,712,273	8,531,464	7.6%
SERVICES & SUPPLIES						
Travel	215,209	806,588	861,506	870,383	8,877	1.0%
Training & Education	373,779	1,140,878	1,561,912	1,088,413	(473,499)	(30.3)%
Repair & Maintenance	1,062,619	2,095,578	2,860,514	1,141,909	(1,718,605)	(60.1)%
Communications	741,879	915,124	925,445	1,033,765	108,320	11.7%
Building Maintenance	251,309	987,550	1,397,802	755,750	(642,052)	(45.9)%
Utilities	274,671	326,648	326,648	345,134	18,486	5.7%
Postage	41,749	128,990	126,151	155,240	29,089	23.1%
Printing & Reproduction	77,458	625,489	757,596	629,939	(127,657)	(16.9)%
Equipment Rental	51,889	125,000	166,330	128,000	(38,330)	(23.0)%
Rents & Leases	3,171,083	3,480,640	3,781,435	4,323,560	542,125	14.3%
Professional Services	22,541,210	42,045,239	59,619,836	44,413,067	(15,206,769)	(25.5)%
General Insurance	707,736	938,500	908,875	1,024,000	115,125	12.7%
Shop & Field Supplies	348,602	542,177	638,533	866,312	227,779	35.7%
Laboratory Supplies	108,402	232,000	273,037	216,500	(56,537)	(20.7)%
Gasoline & Variable Fuel	214,361	470,000	552,456	550,000	(2,456)	(0.4)%
Computer Hardware & Software	351,658	1,450,695	1,804,688	2,626,320	821,632	45.5%
Stationery & Office Supplies	32,122	69,650	70,847	79,350	8,503	12.0%
Books & Journals	77,183	146,250	154,083	163,910	9,827	6.4%
Minor Office Equipment	3,188	25,085	25,085	32,785	7,700	30.7%
Non-Capital Assets	38,815					
	30,684,900	56,552,081	76,812,779	60,444,337	(16,368,442)	(21.3)%
CAPITAL						
Building & Grounds		40,000	40,073		(40,073)	(100.0)%
Office Equipment	64,782	110,000	110,000	110,000		
Computer & Network	3,729,997	4,600,000	7,955,917	4,150,000	(3,805,917)	(47.8)%
Motorized Equipment		60,000	60,000	60,000		
Lab & Monitoring Equipment	425,434	2,384,925	3,577,451	2,557,416	(1,020,035)	(28.5)%
Communications Equipment	48,265		129,136		(129,136)	(100.0)%
	4,268,478	7,194,925	11,872,577	6,877,416	(4,995,161)	(42.1)%
Total Expenditures	133,048,368	175,850,265	200,866,167	188,034,026	(12,832,139)	(6.4)%
Transfer In/Out	1,889,270	1,603,939	1,667,932	2,102,369	434,437	26.0%
Program Distribution	62,926,480	113,657,522	128,018,362	122,140,250	(5,878,112)	(4.6)%
TOTAL DISTRICT WIDE	197,864,118	291,111,724	330,552,461	312,276,631	(18,275,829)	(5.5)%

TABLE IV: General Fund

	Program Actual	Approved Program Budget	Amended Program Budget	Proposed Program Budget	FTE/\$ Change	Percent Change
	2024	2025	2025	2026	26/25 Amended	%
NUMBER OF POSITIONS (FTE)	371.17	452.03	459.03	478.35	19.32	4.2%
NUMBER OF POSITIONS (LTCE)		11.00	14.00	19.20	5.20	37.1%
REVENUES						
Revenues	156,882,358	143,345,639	143,345,639	146,494,101	3,148,462	2.2%
Transfer from / (to) Reserves	(35,138,437)	9,693,059	29,051,283	16,416,987	(12,634,296)	(43.5)%
Transfer In	1,889,270	1,414,855	1,414,855	2,102,369	687,514	48.6%
Total Revenues - General Fund	123,633,191	154,453,550	173,811,777	165,013,454	(8,798,320)	(5.1)%
PERSONNEL EXPENDITURES						
Permanent Salaries	57,431,360	72,874,059	72,951,610	79,747,415	6,795,805	9.3%
Overtime Salaries	425,284	544,252	544,252	587,000	42,748	7.9%
Temporary Salaries	936,450	1,366,292	1,366,292	902,006	(464,286)	(34.0)%
Payroll Taxes	1,307,819	1,044,256	1,044,256	1,152,501	108,245	10.4%
Pension Benefits	12,778,525	14,464,020	14,464,020	15,090,030	626,010	4.3%
FICA Replacement Benefits	1,313,756	1,580,798	1,580,798	1,755,171	174,373	11.0%
Group Insurance Benefits	10,942,839	14,067,623	14,067,623	15,264,911	1,197,288	8.5%
Transportation Subsidy	206,720	446,150	446,150	638,792	192,642	43.2%
Workers' Compensation	203,900	212,006	212,006	209,569	(2,437)	(1.1)%
Discretionary Contribution	4,585,670	4,638,075	4,638,075	4,599,895	(38,180)	(0.8)%
Board Stipends	173,504	167,240	167,240		(167,240)	(100.0)%
Vacancy Savings		(7,798,321)	(7,798,321)	(9,649,204)	(1,850,883)	23.7%
Total Personnel Expenditures	90,305,835	103,606,450	103,684,001	110,298,086	6,614,085	6.4%
SERVICES & SUPPLIES EXP						
Travel	203,767	712,038	766,956	770,683	3,727	0.5%
Training & Education	368,258	1,090,378	1,511,412	1,037,913	(473,499)	(31.3)%
Repair & Maintenance	1,062,619	2,095,578	2,860,514	1,141,909	(1,718,605)	(60.1)%
Communications	732,759	895,124	905,445	1,014,765	109,320	12.1%
Building Maintenance	251,309	987,550	1,397,802	755,750	(642,052)	(45.9)%
Utilities	274,671	326,648	326,648	345,134	18,486	5.7%
Postage	41,749	116,490	113,651	127,740	14,089	12.4%
Printing & Reproduction	69,118	605,989	737,241	604,439	(132,802)	(18.0)%
Equipment Rental	51,889	125,000	166,330	128,000	(38,330)	(23.0)%
Rents & Leases	3,171,083	3,480,640	3,781,435	4,323,560	542,125	14.3%
Professional Services	19,119,636	27,264,939	38,989,746	29,500,767	(9,488,979)	(24.3)%
General Insurance	707,736	938,500	908,875	1,024,000	115,125	12.7%
Shop & Field Supplies	347,250	534,977	630,333	858,112	227,779	36.1%
Laboratory Supplies	108,402	232,000	273,037	216,500	(56,537)	(20.7)%
Gasoline & Variable Fuel	214,361	470,000	552,456	550,000	(2,456)	(0.4)%
Computer Hardware & Software	351,620	1,413,695	1,767,688	2,590,320	822,632	46.5%
Stationery & Office Supplies	31,327	64,850	66,047	74,350	8,303	12.6%
Books & Journals	77,183	144,610	152,443	162,510	10,067	6.6%
Minor Office Equipment	361	14,085	14,085	21,785	7,700	54.7%
Non-Capital Assets	38,815					
Total Services & Supplies Exp	27,223,892	41,513,091	55,922,144	45,248,237	(10,673,907)	(19.1)%
CAPITAL EXPENDITURES						
Building & Grounds		40,000	40,073		(40,073)	(100.0)%
Office Equipment	64,782	110,000	110,000	110,000		
Computer & Network	3,729,997	4,600,000	7,955,917	3,750,000	(4,205,917)	(52.9)%
Motorized Equipment		60,000	60,000	60,000		
Lab & Monitoring Equipment	425,434	2,384,925	3,577,451	2,557,416	(1,020,035)	(28.5)%
Communications Equipment	48,265		129,136		(129,136)	(100.0)%
Total Capital Expenditures	4,268,478	7,194,925	11,872,577	6,477,416	(5,395,161)	(45.4)%
TRANSFER IN/OUT	(1)	189,084	189,084		(189,084)	(100.0)%
TOTAL EXPENDITURES	121,798,217	152,503,550	171,667,806	162,023,739	(9,644,067)	(5.6)%
Program Distribution	1,834,986	1,950,000	2,143,971	2,989,728	845,757	39.4%
TOTAL EXP - GENERAL FUND	123,633,191	154,453,550	173,811,777	165,013,454	(8,798,323)	(5.1)%

TABLE V: Carl Moyer Fund

	Program Actual	Approved Program Budget	Amended Program Budget	Proposed Program Budget	FTE/\$ Change	Percent Change
	2024	2025	2025	2026	26/25 Amended	
					\$	%
NUMBER OF POSITIONS (FTE)	16.74	12.58	12.58	19.60	7.02	55.8%
NUMBER OF POSITIONS (LTCE)				0.30	0.30	
REVENUES						
Admin Revenue	3,550,140	2,800,907	2,964,167	4,668,151	1,703,984	57.5%
Program Revenue	25,713,403	42,000,000	46,270,210	52,000,000	5,729,790	12.4%
General Revenues			8,926,771		8,926,771	100.0%
Total Revenue - Carl Moyer	29,263,543	44,800,907	58,161,148	56,668,151	16,360,545	28.1%
PERSONNEL EXPENDITURES						
Permanent Salaries	2,179,691	1,778,916	1,778,916	2,730,553	951,637	53.5%
Overtime Salaries	251					
Payroll Taxes	33,800	25,194	25,194	38,723	13,529	53.7%
Pension Benefits	449,037	351,990	351,990	507,706	155,716	44.2%
FICA Replacement Benefits	49,735	43,311	43,311	70,207	26,896	62.1%
Group Insurance Benefits	287,491	271,198	271,198	464,761	193,563	71.4%
Transportation Subsidy	7,831	12,224	12,224	25,552	13,328	109.0%
Workers' Compensation	6,726	5,808	5,808	8,383	2,575	44.3%
Discretionary Contribution	179,393	112,915	112,915	156,966	44,051	39.0%
Total Personnel Expenditures	3,193,955	2,601,556	2,601,556	4,002,851	1,401,295	53.9%
SERVICES & SUPPLIES EXPENDITURES						
Travel	5,459	11,550	11,550	18,500	6,950	60.2%
Training & Education	659	13,500	13,500	10,000	(3,500)	(25.9)%
Communications	2,009	5,000	5,000	5,000		
Postage		1,000	1,000	1,000		
Printing & Reproduction		3,000	3,000	3,000		
Professional Services	51,046	150,500	313,761	100,500	(213,261)	(68.0)%
Shop & Field Supplies	708	2,800	2,800	2,800		
Computer Hardware & Software		7,000	7,000	6,000	(1,000)	(14.3)%
Stationery & Office Supplies		2,000	2,000	2,000		
Books & Journals		500	500	500		
Minor Office Equipment		2,500	2,500	2,500		
Total Services & Supplies Expenditures	59,881	199,350	362,611	151,800	(210,811)	(58.1)%
CAPITAL EXPENDITURES						
Computer & Network				175,000	175,000	
Total Capital Expenditures				175,000	175,000	
TRANSFER IN/OUT	296,304			338,500	338,500	
TOTAL EXPENDITURES	3,550,140	2,800,907	2,964,167	4,668,151	1,703,984	57.5%
Program Distribution	25,713,403	42,000,000	55,196,981	52,000,000	(3,196,981)	(5.8)%
Total Expenditures - Carl Moyer	29,263,543	44,800,907	58,161,148	56,668,151	(1,492,997)	(2.6)%

TABLE VI: Mobile Source Incentive Fund (MSIF)

	Program Actual	Approved Program Budget	Amended Program Budget	Proposed Program Budget	FTE/\$ Change	Percent Change
	2024	2025	2025	2026	26/25 Amended	
					\$	%
NUMBER OF POSITIONS (FTE)	3.62	5.40	5.40	5.07	(0.33)	(6.1)%
NUMBER OF POSITIONS (LTCE)				0.20	0.20	
REVENUES						
Admin Revenue	2,573,288	12,412,662	16,847,998	12,690,241	(4,157,757)	(24.7)%
Program Revenue	734,545	5,000,000	5,000,000	5,000,000		
General Revenues	1,014,125					
Total Revenues - MSIF	4,321,955	17,412,662	21,847,998	17,690,241	(4,157,757)	(19.0)%
PERSONNEL EXPENDITURES						
Permanent Salaries	512,083	803,080	803,080	740,847	(62,233)	(7.7)%
Overtime Salaries	27					
Payroll Taxes	8,178	11,471	11,471	10,556	(915)	(8.0)%
Pension Benefits	131,458	158,444	158,444	139,698	(18,746)	(11.8)%
FICA Replacement Benefits	11,524	18,598	18,598	18,593	(5)	
Group Insurance Benefits	67,577	113,881	113,881	107,931	(5,950)	(5.2)%
Transportation Subsidy	1,902	5,249	5,249	6,767	1,518	28.9%
Workers' Compensation	1,581	2,494	2,494	2,220	(274)	(11.0)%
Discretionary Contribution	39,340	51,036	51,036	42,611	(8,425)	(16.5)%
Total Personnel Expenditures	773,670	1,164,253	1,164,253	1,069,223	(95,030)	(8.2)%
SERVICES & SUPPLIES EXPENDITURES						
Travel	335	9,500	9,500	16,500	7,000	73.7%
Training & Education	191	12,500	12,500	16,000	3,500	28.0%
Communications	2,897	2,000	2,000	2,000		
Postage		1,500	1,500	1,500		
Printing & Reproduction		4,000	4,000	4,000		
Professional Services	1,676,508	11,160,000	15,594,336	11,357,000	(4,237,336)	(27.2)%
Shop & Field Supplies		1,000	2,000	2,000		
Computer Hardware & Software		7,000	7,000	7,000		
Stationery & Office Supplies	780	800	800	1,000	200	25.0%
Books & Journals		200	200	200		
Minor Office Equipment	2,827	2,500	2,500	2,500		
Total Services & Supplies Expenditures	1,683,538	11,201,000	15,636,336	11,409,700	(4,226,636)	(27.0)%
CAPITAL EXPENDITURES						
Computer & Network				50,000	50,000	
Total Capital Expenditures				50,000	50,000	
TRANSFER IN/OUT	116,080	47,409	47,409	161,318	113,909	240.3%
TOTAL EXPENDITURES	2,573,288	12,412,662	16,847,998	12,690,241	(4,157,757)	(24.7)%
Program Distribution	1,748,670	5,000,000	5,000,000	5,000,000		
Total Expenditures - MSIF	4,321,955	17,412,662	21,847,998	17,690,241	(4,157,757)	(19.0)%

TABLE VII: Transportation Fund for Clean Air (TFCA)

	Program Actual	Approved Program Budget	Amended Program Budget	Proposed Program Budget	FTE/\$ Change	Percent Change
	2024	2025	2025	2026	26/25 Amended	%
NUMBER OF POSITIONS (FTE)	6.21	8.97	8.97	7.10	(1.87)	(20.8)%
NUMBER OF POSITIONS (LTCE)				0.20	0.20	
REVENUES						
Admin Revenue	3,272,601	4,344,670	4,977,626	4,768,311	(209,315)	(4.2)%
Program Revenue	21,724,461	20,000,000	20,000,000	30,000,000	10,000,000	50.0%
Total Revenues - TFCA	24,997,062	24,344,670	24,977,626	34,768,311	9,790,685	39.2%
PERSONNEL EXPENDITURES						
Permanent Salaries	924,260	1,313,668	1,313,668	1,111,451	(202,217)	(15.4)%
Overtime Salaries	106,752	30,000	30,000	100,000	70,000	233.3%
Temporary Salaries	50					
Payroll Taxes	14,291	18,746	18,746	16,056	(2,690)	(14.3)%
Pension Benefits	201,710	264,561	264,561	214,669	(49,892)	(18.9)%
FICA Replacement Benefits	20,135	30,875	30,875	25,766	(5,109)	(16.5)%
Group Insurance Benefits	119,453	192,538	192,538	158,524	(34,014)	(17.7)%
Transportation Subsidy	3,448	8,714	8,714	9,378	664	7.6%
Workers' Compensation	2,852	4,140	4,140	3,077	(1,063)	(25.7)%
Discretionary Contribution	68,805	83,456	83,456	64,040	(19,416)	(23.3)%
Total Personnel Expenditures	1,461,756	1,946,698	1,946,698	1,702,961	(243,737)	(12.5)%
SERVICES & SUPPLIES EXPENDITURES						
Travel	2,839	17,500	17,500	14,000	(3,500)	(20.0)%
Training & Education	4,671	11,500	11,500	11,500		
Communications	1,780	6,000	6,000	5,000	(1,000)	(16.7)%
Postage		9,500	9,500	24,500	15,000	157.9%
Printing & Reproduction	8,340	9,500	10,355	15,500	5,145	49.7%
Professional Services	1,024,189	1,792,000	2,424,100	1,812,000	(612,100)	(25.3)%
Shop & Field Supplies	644	3,000	3,000	3,000		
Computer Hardware & Software	38	7,000	7,000	7,000		
Stationery & Office Supplies	15	1,000	1,000	1,000		
Books & Journals		440	440	200	(240)	(54.5)%
Minor Office Equipment		5,000	5,000	5,000		
Total Services & Supplies Expenditures	1,042,516	1,862,440	2,495,395	1,898,700	(596,695)	(23.9)%
CAPITAL EXPENDITURES						
Computer & Network				175,000	175,000	
Total Capital Expenditures				175,000	175,000	
TRANSFER IN/OUT	768,329	535,533	535,533	991,651	456,118	85.2%
TOTAL EXPENDITURES	3,272,601	4,344,670	4,977,626	4,768,311	(209,314)	(4.2)%
Program Distribution	21,724,461	20,000,000	20,000,000	30,000,000	10,000,000	50.0%
Total Expenditures - TFCA	24,997,062	24,344,670	24,977,626	34,768,311	9,790,686	39.2%

TABLE VIII: Clean Cars for All (CCFA)

	Program Actual	Approved Program Budget	Amended Program Budget	Proposed Program Budget	FTE/\$ Change	Percent Change
	2024	2025	2025	2026	26/25 Amended	
					\$	%
NUMBER OF POSITIONS (FTE)	7.65	7.94	7.94	7.92	(0.02)	(0.3)%
REVENUES						
Admin Revenue	2,629,253	4,144,381	4,786,081	4,231,344	(554,737)	(11.6)%
Program Revenue	6,477,745	25,707,522	26,477,410	12,150,522	(14,326,888)	(54.1)%
Total Revenues - CCFA	9,106,998	29,851,903	31,263,491	16,381,866	(14,881,625)	(47.6)%
PERSONNEL EXPENDITURES						
Permanent Salaries	1,062,289	1,198,894	1,198,844	1,558,169	359,325	30.0%
Overtime Salaries	4,898	60,000	60,000	60,000		
Temporary Salaries		100,000	100,000	100,000		
Payroll Taxes	16,635	17,303	17,303	22,488	5,185	30.0%
Pension Benefits	236,959	233,050	233,050	287,669	54,619	23.4%
FICA Replacement Benefits	23,996	27,342	27,342	38,523	11,181	40.9%
Group Insurance Benefits	138,199	163,412	163,412	261,634	98,222	60.1%
Transportation Subsidy	3,618	7,716	7,716	14,020	6,304	81.7%
Workers' Compensation	3,278	3,667	3,667	4,599	932	25.4%
Discretionary Contribution	84,305	76,217	76,217	89,653	13,436	17.6%
Total Personnel Expenditures	1,574,177	1,887,601	1,887,551	2,436,755	549,204	29.1%
SERVICES & SUPPLIES EXPENDITURES						
Travel	2,293	36,000	36,000	36,000		
Training & Education		9,500	9,500	9,500		
Communications	2,434	7,000	7,000	7,000		
Professional Services	684,985	1,627,000	2,225,190	1,577,000	(648,190)	(29.1)%
Computer Hardware & Software		11,000	11,000	11,000		
Total Services & Supplies Expenditures	689,712	1,690,500	2,288,690	1,640,500	(648,190)	(28.3)%
CAPITAL EXPENDITURES						
TRANSFER IN/OUT	365,364	566,280	609,840	154,089	(455,751)	(74.7)%
TOTAL EXPENDITURES	2,629,253	4,144,381	4,786,081	4,231,344	(554,737)	(11.6)%
Program Distribution	6,477,745	25,707,522	26,477,410	12,150,522	(14,326,888)	(54.1)%
Total Expenditures - CCFA	9,106,998	29,851,903	31,263,491	16,381,866	(14,881,625)	(47.6)%

TABLE IX: California Goods Movement Bond (CGMB)

	Program Actual	Approved Program Budget	Amended Program Budget	Proposed Program Budget	FTE/\$ Change	Percent Change
	2024	2025	2025	2026	26/25 Amended	
					\$	%
NUMBER OF POSITIONS (FTE)	0.64	0.88	0.88	0.55	(0.33)	(37.50)%
REVENUES						
Admin Revenue	227,714	189,084	198,422	144,420	54,002	27.22%
Program Revenue	2,751,589	2,000,000	2,200,000		2,200,000	100.00%
Total Revenues - CGMB	2,979,303	2,189,084	2,398,422	144,420	2,254,002	93.98%
PERSONNEL EXPENDITURES						
Permanent Salaries	92,718	127,298	127,298	94,465	(32,833)	(25.79)%
Payroll Taxes	1,476	1,805	1,805	1,362	(443)	(24.54)%
Pension Benefits	31,461	25,884	25,884	18,090	(7,794)	(30.11)%
FICA Replacement Benefits	2,067	3,031	3,031	1,941	(1,090)	(35.96)%
Group Insurance Benefits	12,251	21,721	21,721	16,169	(5,552)	(25.56)%
Transportation Subsidy	331	855	855	706	(149)	(17.43)%
Workers' Compensation	286	406	406	232	(174)	(42.86)%
Discretionary Contribution	8,230	8,085	8,085	5,456	(2,629)	(32.52)%
Total Personnel Expenditures	148,820	189,085	189,085	138,421	(50,664)	(26.79)%
SERVICES & SUPPLIES EXPENDITURES						
Travel				1,000	1,000	
Professional Services	11,694		9,337	5,000	(4,337)	(46.45)%
Total Services & Supplies Expenditures	11,694		9,337	6,000	(3,337)	(35.74)%
CAPITAL EXPENDITURES						
TRANSFER IN/OUT						
	67,200					
TOTAL EXPENDITURES	227,714	189,084	198,422	144,421	(54,001)	(27.22)%
Program Distribution	2,751,589	2,000,000	2,200,000		(2,200,000)	(100.00)%
Total Expenditures - CGMB	2,979,303	2,189,084	2,398,422	144,420	(2,254,001)	(93.98)%

TABLE X: Vehicle Mitigation (VM)

	Program Actual	Approved Program Budget	Amended Program Budget	Proposed Program Budget	FTE/\$ Change	Percent Change
	2024	2025	2025	2026	26/25 Amended	
					\$	%
NUMBER OF POSITIONS (FTE)	3.16	3.13	3.13	4.26	1.13	36.1%
NUMBER OF POSITIONS (LTCE)				0.10	0.10	
REVENUES						
Admin Revenue	886,438	1,035,329	1,068,328	1,555,595	487,267	45.6%
Program Revenue	1,620,200	15,000,000	15,000,000	20,000,000	5,000,000	33.3%
Total Revenues - VM	2,506,638	16,035,329	16,068,328	21,555,595	5,487,267	34.1%
PERSONNEL EXPENDITURES						
Permanent Salaries	444,380	463,426	463,426	679,277	215,851	46.6%
Payroll Taxes	6,829	6,578	6,578	9,744	3,166	48.1%
Pension Benefits	73,911	93,760	93,760	131,529	37,769	40.3%
FICA Replacement Benefits	10,213	10,780	10,780	15,382	4,602	42.7%
Group Insurance Benefits	56,906	81,816	81,816	126,859	45,043	55.1%
Transportation Subsidy	1,458	3,042	3,042	5,598	2,556	84.0%
Workers' Compensation	1,371	1,446	1,446	1,837	391	27.0%
Discretionary Contribution	33,753	29,448	29,448	39,158	9,710	33.0%
Total Personnel Expenditures	628,821	690,296	690,296	1,009,384	319,088	46.2%
SERVICES & SUPPLIES EXPENDITURES						
Travel	516	13,700	13,700	13,700		
Training & Education		3,500	3,500	3,500		
Postage		500	500	500		
Printing & Reproduction		3,000	3,000	3,000		
Professional Services	(26,848)	50,800	63,366	60,800	(2,566)	(4.0)%
Shop & Field Supplies		400	400	400		
Computer Hardware & Software		5,000	5,000	5,000		
Stationery & Office Supplies		1,000	1,000	1,000		
Books & Journals		500	500	500		
Minor Office Equipment		1,000	1,000	1,000		
Total Services & Supplies Expenditures	(26,332)	79,400	91,966	89,400	(2,566)	(2.8)%
CAPITAL EXPENDITURES						
TRANSFER IN/OUT	283,949	265,633	286,066	456,811	170,745	59.7%
TOTAL EXPENDITURES	886,438	1,035,329	1,068,328	1,555,595	487,267	45.6%
Program Distribution	1,620,200	15,000,000	15,000,000	20,000,000	5,000,000	33.3%
Total Expenditures - VM	2,506,638	16,035,329	16,068,328	21,555,595	5,487,267	34.1%

TABLE XI: Other Grants Revenues

	Program Actual	Approved Program Budget	Amended Program Budget	Proposed Program Budget	FTE/\$ Change	Percent Change
	2024	2025	2025	2026	26/25 Amended	
					\$	%
NUMBER OF POSITIONS (FTE)	0.05	0.07	0.07	0.20	0.13	185.7%
REVENUES						
Admin Revenue		23,619	23,671	54,593	30,922	130.6%
Program Revenue		2,000,000	2,000,000		(2,000,000)	(100.0)%
General Revenues	1,055,428					
Total Revenues - Other Grants	1,055,428	2,023,619	2,023,671	54,593	(1,969,078)	(97.3)%
PERSONNEL EXPENDITURES						
Permanent Salaries	5,126	12,023	12,075	38,298	26,223	217.2%
Payroll Taxes	89	177	177	549	372	210.2%
Pension Benefits	1,374	2,409	2,409	7,402	4,993	207.3%
FICA Replacement Benefits	107	241	241	705	464	192.5%
Group Insurance Benefits	717	1,603	1,603	5,082	3,479	217.0%
Transportation Subsidy	22	68	68	257	189	277.9%
Workers' Compensation	16	32	32	84	52	162.5%
Discretionary Contribution	505	766	766	2,216	1,450	189.3%
Total Personnel Expenditures	7,956	17,319	17,371	54,593	37,222	214.3%
SERVICES & SUPPLIES EXPENDITURES						
Travel		6,300	6,300		(6,300)	(100.0)%
Total Services & Supplies Expenditures		6,300	6,300		(6,300)	(100.0)%
CAPITAL EXPENDITURES						
TRANSFER IN/OUT	(7,956)					
TOTAL EXPENDITURES		23,619	23,671	54,593	30,922	130.6%
Program Distribution	1,055,428	2,000,000	2,000,000		(2,000,000)	(100.0)%
Total Expenditures - Other Grants	1,055,428	2,023,619	2,023,671	54,593	(1,969,078)	(97.3)%

TABLE XII: General Fund Expenditure by Service Area & Division

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/\$ Change 26/25 Amended \$	Percent Change %
ENGINEERING & COMPLIANCE						
Compliance & Enforcement						
Enforcement	6,471,396	7,470,156	7,472,367	8,080,409	608,042	(8.1)%
Compliance Assistance & Operations	3,807,493	4,821,389	4,825,146	4,811,033	(14,113)	0.3%
Compliance Assurance	6,332,489	8,650,492	8,659,930	8,125,984	(533,946)	6.2%
Total Compliance & Enforcement	16,611,378	20,942,037	20,957,443	21,017,426	59,983	1.6%
Engineering						
Permit Evaluation	8,390,509	10,889,002	11,303,208	11,760,721	457,513	4.0%
Risk Assessment & Reduction	1,928,637	2,400,876	2,828,321	2,821,165	(7,156)	(0.3)%
Permit Operations	735,640	691,654	721,654	923,966	202,312	28.0%
Title V	453,623	1,515,117	1,515,117	1,069,056	(446,061)	(29.4)%
Engineering Special Projects	1,738,289	2,041,267	2,064,101	2,036,986	(27,115)	(1.3)%
Total Engineering	13,246,698	17,537,916	18,432,401	18,611,894	179,493	1.0%
Source Test						
Source Test	3,358,657	4,271,651	4,299,387	4,453,291	153,904	3.6%
Total Source Test	3,358,657	4,271,651	4,299,387	4,453,291	153,904	3.6%
TOTAL ENGINEERING & COMPLIANCE	33,216,733	42,751,604	43,689,231	44,082,611	393,380	0.9%
EQUITY & COMMUNITY PROGRAMS						
Civil Rights						
Civil Rights				645,870	645,870	
Total Civil Rights				645,870	645,870	
Community Investments						
Community Investments				3,302,125	3,302,125	
Total Community Investments				3,302,125	3,302,125	
Diversity Equity & Inclusion						
Office of Diversity Equity & Inclusion	426,541	1,354,616	1,444,428	1,520,682	76,254	5.3%
Total Diversity Equity & Inclusion	426,541	1,354,616	1,444,428	1,520,682	76,254	5.3%
Environmental Justice						
Environmental Justice Division	4,639,583	5,568,653	8,257,952	6,227,066	(2,030,886)	(24.6)%
AB617	6,923,012	13,138,264	14,249,062	12,096,161	(2,152,901)	(15.1)%
Total Environmental Justice	11,562,595	18,706,917	22,507,014	18,323,227	(4,183,787)	(18.6)%
Strategic Incentives						
Woodsmoke Reduction Incentive Program	155,520	312,173	337,913	308,365	(29,548)	(8.7)%
Grant Program Development	78,978	1,068,321	1,162,866	522,611	(640,255)	(55.1)%
Total Strategic Incentives	234,498	1,380,494	1,500,779	830,976	(669,803)	(44.6)%
Technology Implementation Office						
Greenhouse Gas Technologies	558,395	1,170,331	1,195,592	1,351,294	155,702	13.0%
Total Technology Implementation Office	558,395	1,170,331	1,195,592	1,351,294	155,702	13.0%
TOTAL EQUITY & COMMUNITY PROGRAMS	12,782,029	22,612,358	26,647,813	25,974,174	131,769	13.8%
FINANCE & ADMINISTRATION						
Administrative Resources						
Facilities	1,267,978	2,729,369	3,274,280	2,585,533	(688,747)	(21.0)%
Mailroom Services	580,130	962,978	962,598	1,019,782	57,184	5.9%
Headquarters East (Richmond)	163,556	421,000	421,073	631,000	209,927	49.9%
Procurement	1,666,006	1,740,797	1,817,893	2,579,286	761,393	41.9%
Headquarters West (Beale Street)	4,504,015	5,203,000	5,203,000	5,454,000	251,000	4.8%
Fleet Services	1,361,044	1,954,831	2,403,036	3,060,607	657,571	27.4%
Total Administrative Resources	9,542,729	13,011,975	14,081,880	15,330,208	1,248,328	8.9%
Executive						
Executive Office	7,699,958	8,860,951	9,465,251	6,423,410	(3,041,841)	(32.1)%
Board of Directors	394,365	385,306	385,306	402,475	17,169	4.5%

TABLE XII: General Fund Expenditure by Service Area & Division

	Program Actual	Approved Program Budget	Amended Program Budget	Proposed Program Budget	FTE/\$ Change 26/25 Amended	Percent Change
	2024	2025	2025	2026	\$	%
Hearing Board	83,368	131,573	131,573	100,986	(30,587)	(23.2)%
Advisory Council & CAC	124,349	238,128	238,128	105,814	(132,314)	(55.6)%
Total Executive	8,302,040	9,615,958	10,220,258	7,032,685	(3,187,573)	(31.2)%
Finance						
Payroll	732,296	933,235	951,685	1,580,765	629,080	66.1%
Finance/Accounting	3,522,450	4,273,890	4,046,749	3,811,622	(235,127)	(5.8)%
Total Finance	4,254,746	5,207,125	4,998,434	5,392,387	393,953	7.9%
Human Resources						
Benefits Administration	3,810,455	4,317,670	4,346,295	4,434,656	88,361	2.0%
Organizational Development	693,020	1,323,748	1,644,498	1,029,918	(614,580)	(37.4)%
Employment Relations	801,204	1,503,521	1,708,634	1,259,361	(449,273)	(26.3)%
Recruitment & Testing	1,080,330	1,173,178	1,557,341	1,363,055	(194,286)	(12.5)%
Total Human Resources	6,385,009	8,318,117	9,256,768	8,086,990	(1,169,778)	(12.6)%
TOTAL FINANCE & ADMINISTRATION	28,484,524	36,153,175	38,557,340	35,842,270	(2,715,070)	(7.0)%
GENERAL COUNSEL						
Legal						
Legal Counsel	2,311,586	3,171,041	3,590,112	2,825,477	(764,635)	(21.3)%
Hearing Board Proceedings	99,801	52,885	52,885	46,282	(6,603)	(12.5)%
Legal Enforcement & Penalty Assessment	2,035,943	2,151,438	2,151,438	3,055,110	903,672	42.0%
Litigation	475,353	470,958	1,482,898	405,768	(1,077,130)	(72.6)%
Total Legal	4,922,683	5,846,322	7,277,333	6,332,637	(944,696)	(13.0)%
TOTAL GENERAL COUNSEL	4,922,683	5,846,322	7,277,333	6,332,637	(944,696)	(13.0)%
INFORMATION MANAGEMENT						
Enterprise Technology Solutions						
Software Development and Maintenance	5,904,378	5,580,033	7,583,908	7,061,081	(522,827)	(6.9)%
Website Development & Maintenance	1,493,468	1,162,368	2,024,607	1,375,403	(649,204)	(32.1)%
Records Management Systems	566,600	1,232,776	1,437,243	816,281	(620,962)	(43.2)%
Software Dev Operations, Data Reporting	1,030,200	2,329,507	2,329,507	1,325,053	(1,004,454)	(43.1)%
Total Enterprise Technology Solutions	8,994,646	10,304,684	13,375,265	10,577,818	(2,797,447)	(20.9)%
Information Services						
IT Engineering, Operations and Security	2,560,013	4,322,275	7,098,540	4,694,420	(2,404,120)	(33.9)%
User Support Desk	888,645	1,656,033	2,154,149	1,890,796	(263,353)	(12.2)%
Cyber Security				654,598	654,598	
Total Information Services	3,448,658	5,978,308	9,252,689	7,239,814	(2,012,875)	(21.8)%
TOTAL INFORMATION MANAGEMENT	12,443,304	16,282,992	22,627,954	17,817,632	(4,810,322)	(21.3)%
PUBLIC AFFAIRS						
Communications						
Media Relations	2,120,401	2,459,921	2,924,280	2,995,703	71,423	2.4%
Spare the Air (winter)	1,073,215	1,379,182	1,549,854	1,591,731	41,877	2.7%
Spare The Air (CMAQ)	834,307		134,199		(134,199)	(100.0)%
Total Communications	4,027,923	3,839,103	4,608,333	4,587,434	(20,899)	(94.9)%
External Affairs						
Sponsorship		450,000	484,615	598,730	114,115	23.5%
External Affairs	622,091	1,284,063	1,306,364	1,163,320	(143,044)	(10.9)%
Total External Affairs	622,091	1,734,063	1,790,979	1,762,050	(28,929)	12.6%
Legislative and Government Affairs						
Legislative Program	642,297	715,393	747,220	912,358	165,138	22.1%
Total Legislative and Government Affairs	642,297	715,393	747,220	912,358	165,138	22.1%
TOTAL PUBLIC AFFAIRS	5,292,311	6,288,559	7,146,532	7,261,842	115,310	(60.2)%

TABLE XII: General Fund Expenditure by Service Area & Division

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/\$ Change 26/25 Amended \$	Percent Change %
SCIENCE & POLICY						
Assessment, Inventory & Modeling						
Emissions Inventory and Reporting	1,740,297	1,582,177	1,582,575	1,919,358	336,783	21.3%
Air Quality Analysis and Support	887,146	902,206	1,147,439	771,448	(375,991)	(32.8)%
Air Quality Modeling Management	602,321	614,140	623,016	843,557	220,541	35.4%
Exposure Assessment	430,546	643,075	645,172	714,527	69,355	10.7%
Total Assessment, Inventory & Modeling	3,660,310	3,741,598	3,998,202	4,248,890	250,688	6.3%
Meteorology & Measurements						
Air Monitoring – Operations	4,788,903	7,758,268	8,860,882	7,666,695	(1,194,187)	(13.5)%
Laboratory	2,077,964	2,706,358	2,939,484	2,510,212	(429,272)	(14.6)%
Meteorology	1,066,637	1,027,985	1,027,985	1,033,298	5,313	0.5%
Air Monitoring Quality Assurance	708,899	848,455	853,181	1,729,872	876,691	102.8%
BioWatch Monitoring	1,424,872	1,577,339	1,577,339	1,564,439	(12,900)	(0.8)%
Air Monitoring - Projects & Technology	1,408,495	1,939,323	2,080,889	1,466,420	(614,469)	(29.5)%
Ambient Air Quality Analysis	1,132,631	2,524,629	2,765,022	2,877,796	112,774	4.1%
Refinery Community Air Monitoring				2,116,259	2,116,259	
Total Meteorology & Measurements	12,608,401	18,382,357	20,104,782	20,964,991	860,209	4.3%
Planning & Climate Protection						
Air Quality Planning	796,915		321,422		(321,422)	(100.0)%
Implement Plans, Policies & Measures	801,481	2,133,910	2,263,684		(2,263,684)	(100.0)%
Air Quality and Climate Planning	2,507,123	2,525,091	2,752,160	4,713,057	1,960,897	71.2%
Total Planning & Climate Protection	4,105,519	4,659,001	5,337,266	4,713,057	(624,209)	(11.7)%
Regulatory Development						
Rule Development	2,393,132	3,394,821	3,890,590	4,434,839	544,249	14.0%
Total Regulatory Development	2,393,132	3,394,821	3,890,590	4,434,839	544,249	14.0%
TOTAL SCIENCE & POLICY	22,767,362	30,177,777	33,330,840	34,361,777	1,030,937	3.1%
Others						
Vacancy Savings		(7,798,321)	(7,798,321)	(9,649,204)	(1,850,883)	23.7%
Program Distribution	1,834,986	1,950,000	2,143,971	2,989,728	845,757	39.4%
Transfer In/Out	1,889,272	189,084	189,084		(189,084)	(100.0)%
Total Expenditures - General Fund Divisions	123,633,191	154,453,550	173,811,777	165,013,454	(8,798,323)	(5.1)%

TABLE XIII: Special Revenue Fund Expenditure by Service Area & Division

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/\$ Change 26/25 Amended \$	Percent Change %
ENGINEERING & COMPLIANCE						
Compliance & Enforcement						
Enhanced Mobile Source Insp (TFCA)	8,583	15,500	16,355	15,500	(855)	(5.2)%
Total Compliance & Enforcement	8,583	15,500	16,355	15,500	(855)	(5.2)%
TOTAL ENGINEERING & COMPLIANCE	8,583	15,500	16,355	15,500	(855)	
EQUITY & COMMUNITY PROGRAMS						
Strategic Incentives						
State-Funded Incentive Programs	29,263,543	44,800,906	58,161,148	56,668,151	(1,492,997)	(2.6)%
Transportation Fund for Clean Air (TFCA)	23,033,738	21,637,486	21,739,785	31,758,296	10,018,511	46.1%
Mobile Source Incentive Fund (MSIF)	2,644,596	6,151,924	6,167,036	6,186,152	19,116	0.3%
Vehicle Buy Back (MSIF)	1,677,362	11,260,738	15,680,962	11,504,089	(4,176,873)	(26.6)%
Misc Incentive Program (Other Grant)	1	2,023,619	2,023,671	54,593	(1,969,078)	(97.3)%
CA GMB - Grants Administration (CGMB)	2,979,303	2,189,085	2,398,422	144,421	(2,254,001)	(94.0)%
Volkswagen Env Mitigatn Trust (VW Trust)	2,506,638	16,035,329	16,068,328	21,555,595	5,487,267	34.1%
Total Strategic Incentives	62,105,181	104,099,087	122,239,352	127,871,297	5,631,945	4.6%
Technology Implementation Office						
Light Duty Elec Vehicle Pgm (Other Grant)	9,106,998	29,851,903	31,263,491	13,876,661	(17,386,830)	(55.6)%
Clean Cars for All (CCFA)				2,505,205	2,505,205	
Total Technology Implementation Office	9,106,998	29,851,903	31,263,491	16,381,866	(14,881,625)	(47.6)%
TOTAL EQUITY & COMMUNITY PROGRAMS	71,212,179	133,950,990	153,502,843	144,253,163	(9,249,680)	(6.0)%
PUBLIC AFFAIRS						
Communications						
Spare the Air Program (TFCA)	1,954,741	2,680,685	3,210,486	2,761,849	(448,637)	(14.0)%
Total Communications	1,954,741	2,680,685	3,210,486	2,761,849	(448,637)	(14.0)%
External Affairs						
Commuter Benefits Program (TFCA)		11,000	11,000	232,667	221,667	2,015.2%
Total External Affairs		11,000	11,000	232,667	221,667	2,015.2%
TOTAL PUBLIC AFFAIRS	1,954,741	2,691,685	3,221,486	2,994,516	(226,970)	(7.0)%
Others						
Program Distribution	1,055,428					
Total Expenditures - Special Revenue Fund Divisions	74,230,927	136,658,174	156,740,684	147,263,177	(9,477,505)	(6.0)%

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Capital Expenditure

**TABLE XIV
CAPITAL EXPENDITURE**

Service Area	Description	Pgm	Capital Type	Request
GENERAL FUND CAPITAL EXPENDITURE by SERVICE AREA				
Engineering & Compliance				
	Two (2) Source Test Analyzers -- Replacement	804	Lab & Monitoring Equipment	\$ 56,000
	Two (2) Source Test Isokinetic Meter Consoles -- Replacement	804	Lab & Monitoring Equipment	\$ 16,000
	One (1) Source Test Field Dual Detector GC FID + TCD Fulfill ongoing requests for organic air toxic and reduced sulfur compound source testing for compliance and data gap related needs	804	Lab & Monitoring Equipment	\$ 45,000
	One (1) Multi Test Program Field Testing Van -- Replacement	804	Lab & Monitoring Equipment	\$ 60,000
	Multi Program Van Custom Equipment and Build Out -- Replacement	804	Lab & Monitoring Equipment	\$ 40,000
	Total			\$ 217,000
Science & Policy				
	Black Carbon analyzer -- replacement/upgrade Speciated particulate monitoring for ambient air measurements.	802	Lab & Monitoring Equipment	\$146,394
	PM2.5 FEM Analyzer -- replacement/upgrade NAAQS criteria monitoring for continuous PM2.5 measurements	802	Lab & Monitoring Equipment	\$117,990
	Ozone Analyzer(s) -- replacements/upgrades NAAQS criteria monitoring for ozone measurements	802	Lab & Monitoring Equipment	\$60,905
	Nitrogen Dioxide Analyzer(s) -- replacements/upgrades NAAQS criteria monitoring for nitrogen dioxide measurements	802	Lab & Monitoring Equipment	\$85,232
	Ozone analyzer/calibrator -- replacement/upgrade NAAQS criteria monitoring for calibrating ozone measurements	802	Lab & Monitoring Equipment	\$43,759
	Multigas calibrator(s) -- replacements/upgrades NAAQS criteria monitoring for calibrating gaseous measurements	802	Lab & Monitoring Equipment	\$188,856
	Sulfur dioxide analyzers -- replacements/upgrades: NAAQS Criteria monitoring for sulfur dioxide measurements in ambient air	802	Lab & Monitoring Equipment	\$79,678
	Black Carbon Sampler -- replacement and upgrade NAAQS criteria monitoring for sampling black carbon measurements	802	Lab & Monitoring Equipment	\$24,035
	Ozone analyzer/calibrator - B - replacement/upgrade NAAQS criteria monitoring for calibrating ozone measurements for test lab	802	Lab & Monitoring Equipment	\$38,238
	Data Acquisition System -- replacement/upgrade To collect and transmit data for NAAQS criteria monitoring	802	Lab & Monitoring Equipment	\$207,575
	VPN Routers -- Replacements/upgrades To securely transmit data to the District's network drives and databases	802	Lab & Monitoring Equipment	\$52,899
	Air Toxics Samplers - A -- Replacements/upgrades To collect air in canisters for laboratory analysis.	802	Lab & Monitoring Equipment	\$11,351
	Air Toxics Sampler - B -- replacement/upgrade To collect air in canisters for laboratory analysis.	802	Lab & Monitoring Equipment	\$12,422
	Ultrafine Particle Analyzer -- replacement/upgrade To measure particulate matter (<1 microns) in ambient air.	802	Lab & Monitoring Equipment	\$71,777
	Zero air generators -- Replacements/upgrades To dilute and blend calibration gases for gaseous analyzers	802	Lab & Monitoring Equipment	\$59,885
	Nitrogen Generator To reduce the number of compressed cylinders and their demurrage	803	Lab & Monitoring Equipment	\$50,000
	Filter balance and attachments -- Replacement	803	Lab & Monitoring Equipment	\$20,000
	Teledyne Ozone Sampler and Calibrator For Instrument Testing Lab	807	Lab & Monitoring Equipment	\$48,000
	Sabio Ozone Sampler and Calibrator For Instrument Testing Lab	807	Lab & Monitoring Equipment	\$16,000
	Alicat Flow Standards For Instrument Testing Lab	807	Lab & Monitoring Equipment	\$6,500
	Thermo Scientific Ozone Sampler and Calibrator For Instrument Testing Lab	807	Lab & Monitoring Equipment	\$48,000

**TABLE XIV
CAPITAL EXPENDITURE**

Service Area	Description	Pgm	Capital Type	Request
Science & Policy (Continued)				
	Van (or possibly trailer) -- Replacement	810	Lab & Monitoring Equipment	\$80,000
	Mobile air monitoring equipment			
	PM Sensors	810	Lab & Monitoring Equipment	\$55,920
	For deployment in communities			
	PM and gas concentration instrumentation, test units and tools	812	Lab & Monitoring Equipment	\$560,000
	Instrumentation for measuring PM characteristics and gas concentrations at refinery community air monitoring stations. Also includes test units and tools to calibrate and log data from air monitoring instrumentation.			
	Air Monitoring Trailers	812	Lab & Monitoring Equipment	\$315,000
	Trailers to serve as refinery community air monitoring stations			
	Total			<u>\$ 2,400,417</u>
Technology & Strategic Initiatives				
	Cybersecurity for Permitting & Compliance System (formerly NPS)	125	Computer & Network Equipment	\$ 500,000
	Software maintenance operations for Permitting and Compliance System (formerly NPS)	125	Production System	\$ 3,100,000
	Proposed records management room in Headquarters East	712	Office Equipment	\$ 110,000
	Total			<u>\$ 3,710,000</u>
Strategic Incentives				
	Data management system for grants	311	Production System	\$ 50,000
	Grants Management System for reporting and accounting of funds	313	Production System	\$ 100,000
	Total			<u>\$ 150,000</u>
	TOTAL GENERAL FUND CAPITAL EXPENDITURE			<u><u>\$ 6,477,417</u></u>

SPECIAL REVENUE FUND CAPITAL EXPENDITURE by SERVICE AREA

Strategic Incentives				
	Grants Management System for reporting and accounting of funds	307	Production System	\$ 175,000
	Grants Management System for reporting and accounting of funds	308	Production System	\$ 175,000
	Grants Management System for reporting and accounting of funds	310	Production System	\$ 50,000
	Total			<u>\$ 400,000</u>
	TOTAL SPECIAL REVENUE FUND CAPITAL EXPENDITURE			<u>\$ 400,000</u>
	TOTAL CAPITAL EXPENDITURE By SERVICE AREA			<u><u>\$ 6,877,417</u></u>

CAPITAL EXPENDITURE by TYPE

Description	Pgm	Service Area	Request
Computer & Network Equipment	125	Technology & Strategic Initiatives	\$ 500,000
Lab & Monitoring Equipment	804	Engineering & Compliance	\$ 217,000
Lab & Monitoring Equipment	802	Science & Policy	\$ 1,200,997
Lab & Monitoring Equipment	803	Science & Policy	\$ 70,000
Lab & Monitoring Equipment	807	Science & Policy	\$ 118,500
Lab & Monitoring Equipment	810	Science & Policy	\$ 135,920
Lab & Monitoring Equipment	812	Science & Policy	\$ 875,000
Office Equipment	712	Technology & Strategic Initiatives	\$ 110,000
Production System	125	Technology & Strategic Initiatives	\$ 3,100,000
Production System	311	Strategic Incentives	\$ 50,000
Production System	313	Strategic Incentives	\$ 100,000
Production System	307	Strategic Incentives	\$ 175,000
Production System	308	Strategic Incentives	\$ 175,000
Production System	310	Strategic Incentives	\$ 50,000
TOTAL CAPITAL EXPENDITURE by TYPE			<u><u>\$ 6,877,417</u></u>

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General Fund Program Narratives and Expenditure Details

Note: Definitions are provided on pages 291-293
And are an integral part of this budget document.

SERVICE AREA - ENGINEERING & COMPLIANCE

Compliance & Enforcement Division

The Compliance & Enforcement Division ensures the Air District will realize the emission reductions achieved by the air quality regulations adopted by the Board of Directors, and permit conditions issued by the Executive Officer/APCO. Compliance with Air District, state, and federal regulations is achieved through a robust Compliance Assurance and Enforcement Program that includes comprehensive inspections and investigations and a complementary Compliance Assistance Program that supports compliance objectives of the Division by maintaining operations and assisting industry with air quality regulations and requirements. The Division works closely with local and state regulatory agencies, regulated industry and members of the community to provide the highest level of service to protect air quality and public health. The Division implements Air District strategies and enforces regulations that pertain to stationary sources, and has some mobile source enforcement authority in collaboration with the California Air Resources Board. Division priorities include conducting Title V and Synthetic Minor facility inspections, locating unpermitted sources of operations, resolving violations at facilities with ongoing non-compliance and responding to and investigating air quality complaints. Staff work collaboratively across divisions to achieve the Air District's mission and apply the appropriate level of enforcement proportional to the level of non-compliance. The Division vigorously pursues violators who show a disregard for the law and well-being of the public and ensures corrective actions and measures to resolve violations are taken.

The Compliance and Enforcement Division continues to focus on activities that align with the Air District's Strategic Plan and support commitments to communities and stakeholders to achieve clean air to protect public health and the environment as follows:

The Compliance Assurance and Enforcement Programs focus on announced and unannounced inspections of air pollution sources to ensure compliance. Targeted strategies are used to guide inspections to identify non-compliance and reduce excess emissions. Sources include: Title V and Synthetic Minors facilities, petroleum refineries, chemical plants, dry cleaners, gasoline dispensing facilities, autobody shops, asbestos renovations and demolitions, agricultural and prescribed burning, and other permitted sources. Other facets of the program requiring Division resources include investigations of Title V deviation reporting, Reportable Compliance Activities, and other inspections pertaining to the Portable Equipment Registration Program (PERP), Asbestos projects (renovations, demolitions and naturally occurring asbestos – NOA), compliance determinations for State Air Toxics Control Measures (ATCMs) and Federal Maximum Available Control Technology (MACTs) for air toxics. Air pollution complaints and incident response and investigations are a high priority in the Division that aim to address and resolve air quality concerns of local communities.

The Compliance Assistance Program develops outreach materials, advisories, policies and procedures and guidance information and implements compliance strategies that complement a wide range of enforcement efforts. The program aims to enhance industry and public understanding of compliance and enforcement programs and regulatory requirements, address compliance concerns and assist in resolving air quality violations. Key programs and projects in Compliance Assistance and Operations include the Air District's Wood Smoke Reduction Program, Air Quality Complaint Program, AB617 Community Health Protection Program, Title V, Open Burning, Flare Monitoring, Naturally Occurring Asbestos, Inspector Training, Green Business Certifications, Variance and Hearing Board Activities, and many others that ensure compliance with state, federal and Air District regulations and requirements. The program also maintains online web information, the dispatch operating system and the compliance assistance and complaint phone lines which are all integral interfaces with the public.

Managing Division:
Compliance & Enforcement Division

Contact Person:
John Marvin

Program Purpose:
The Enforcement Program consists of activities designed to respond when sources are found in violation of applicable Federal, State and Air District regulations and permit conditions. A strong, technically-based enforcement program provides both an essential deterrent to continued or future non-compliance as well as consistency in enforcement practices throughout the regulated community. This program includes all Division activities necessary to address non-compliance, including issuing Notices of Violation (NOV) and Notices to Comply (NTC), identifying causes and solutions for non-compliance, developing enforcement cases for legal action, and providing testimony during hearings and court cases. Other elements of the program include responding to the public's air pollution complaints, returning sources to compliance, and supporting enforcement of the variance and abatement order process. In addition, the toxic air contaminant activities, such as mobile source enforcement of diesel particulate matter ATCMs and asbestos demolition/renovation enforcement, ensure compliance with Federal, State and District regulations to protect the public from exposure to known carcinogens. Oversight of the Division's Safety Program is coordinated with the training functions in Program 402.

Essential Functions

- Investigate and enforce air quality violations; issue and process NOVs and NTCs; re-inspect sources to verify compliance status after issuance. Work with Legal Division to procure penalty settlement and/or successful prosecution.
- Receive and investigate citizen inquiries and general air pollution complaints. Respond to these complaints as soon as possible where highest priority response is given to ongoing complaints alleged against potential nuisance sites.
- Prepare enforcement cases in coordination with Legal Division; conduct/coordinate investigations to support their development for legal actions.
- Provide technical analysis and support for variances, abatement orders, and permit appeals to the Hearing Board. Prepare a weekly District position report on all matters before the Hearing Board. Ensure that increments of progress are met.
- Refinery Flares: review, comment, approve and enforce provisions in Regulation 12, Rules 11 and 12.
- Provide staff at community meetings to present information on the complaint process, enforcement activities, etc.
- Participate in interagency environmental task force programs to coordinate District enforcement activities with other County/State/Federal governmental agencies.

Strategic Plan Projects	Strategic Plan Alignment
Consider environmental justice and community voices in enforcement policy	1.06 - New Enforcement Policy
Enhance investigation procedure for air quality violations	1.05 - Enhance Violation Investigations
Ensure responsiveness to air quality complaints, including during nights, weekends and holidays	2.05 - Air Quality Complaints
Meet with communities about compliance and enforcement activities	2.06 - Talk With Communities
Participate in WOEIP/Agency/Radius Recycling Partnership	2.01 - Community Partnership

Enforcement

401

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	30.38	32.79	32.79	35.57	2.78	8.48%
Personnel Expenditures						
Permanent Salaries	4,240,723	4,637,902	4,637,902	5,091,300	453,398	9.78%
Overtime Salaries	54,005	117,000	117,000	117,000		
Payroll Taxes	66,047	65,726	65,726	72,612	6,886	10.48%
Pension Benefits	932,680	927,722	927,722	963,100	35,378	3.81%
FICA Replacement Benefits	97,413	112,900	112,900	125,487	12,587	11.15%
Group Insurance Benefits	554,127	767,692	767,692	857,476	89,784	11.70%
Transportation Subsidy	14,290	31,864	31,864	45,671	13,807	43.33%
Workers' Compensation	13,086	15,140	15,140	14,983	(157)	(1.04)%
Discretionary Contribution	335,681	294,390	294,390	292,960	(1,430)	(0.49)%
Total Personnel Expenditures	6,308,052	6,970,336	6,970,336	7,580,589	610,253	8.76%
Services & Supplies Expenditures						
Travel	11,504	20,250	20,250	20,250		
Training & Education	5,174	6,790	12,790	12,790		
Repair & Maintenance		198,750	192,750	192,750		
Communications	12,583	140,900	140,900	140,900		
Building Maintenance		2,500	2,500	2,500		
Utilities	2,422	4,000	4,000	4,000		
Printing & Reproduction	887	2,000	2,167	2,000	(167)	(7.71)%
Rents & Leases	72,129	85,040	85,040	85,040		
Professional Services	14,102	3,000	3,000		(3,000)	(100.00)%
Shop & Field Supplies	42,900	33,590	35,634	36,590	956	2.68%
Computer Hardware & Software	1,643	2,000	2,000	2,000		
Minor Office Equipment		1,000	1,000	1,000		
Total Services & Supplies Expenditures	163,344	499,820	502,031	499,820	(2,211)	(0.44)%
Capital Expenditures						
Total Expenditures	6,471,396	7,470,156	7,472,367	8,080,409	608,042	8.14%

Managing Division:	
Compliance & Enforcement Division	
Contact Person:	
Tracy Lee	
Program Purpose:	
<p>Compliance Assistance and Operations (Operations) is an essential part of the Compliance & Enforcement Division responsible for ensuring business continuity and program compliance. A primary focus of Operations is the development and implementation of policies and procedures, compliance advisories, public outreach and educational material, and maintaining a broad range of compliance programs. Comprehensive program review and analyses are conducted to ensure compliance of Air District, State and Federal regulations (e.g., Rule 8-34 Landfill Operations and State Landfill Methane Rule, Rule 6-4 and 12-13 Emissions Minimization Plans, Rule 12-12 Flare Minimization Plans, Reg 5 Open Burn Smoke Management Plans, Asbestos ATCM, Title V Deviations and Reportable Compliance Activities, Rule 6-3 Woodsmoke Program, Statewide Portable Equipment Registration Program, etc.). Operations coordinates cross-divisionally and works together with AB 617 communities to develop enforcement strategies that help further reduce air pollution and address community concerns by targeting sources of non-compliance and violators. Additional program functions include maintaining compliance assistance and enforcement webpages and online information, ensuring records retention of confidential and public documents, processing public records requests, dispatching compliance and enforcement activities and providing integral compliance assistance services to the public. The Compliance Assistance and Operations Program strives to improve consistency and efficiency of the division through staff training, program and policy development and administration.</p>	
Essential Functions	
<ul style="list-style-type: none"> • Develop and implement policies and procedures, compliance advisories, and other documents/processes to ensure consistent application of enforcement of air quality rules and regulations. • Support a variety of compliance and enforcement activities in the field, core programs and cross-divisional projects. • Align Division programs, projects and policies with Air District mission, goals and Strategic Plan initiatives and actions. • Ensure staff maintain safety training and certifications by providing educational materials, training and guidance to comply with occupational health and safety standards. • Ensure transparency of Division goals and objectives, programs and policies and build trust with community and local enforcement partner agencies through compliance assistance and outreach. • Establish administrative processes, workflow and procedures that aim to achieve consistency, efficiency and maintain business needs and functions. • Maintain compliance assistance phone lines and dispatch operating system during core business hours. 	
Strategic Plan Projects	Strategic Plan Alignment
Develop Air District Incident Response Program webpage(s)	4.08 - Air Quality Incidents
Develop internal coordination protocols for responding to incidents	4.08 - Air Quality Incidents
Explore developing an Incident Search Tool on the Air District website	4.08 - Air Quality Incidents
Update Policy - Incident Response, Coordination and Communications Framework	4.08 - Air Quality Incidents

Compliance Assistance & Operations

402

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	19.61	22.76	22.76	22.54	(0.22)	(0.97)%
Personnel Expenditures						
Permanent Salaries	2,555,082	3,157,693	3,157,693	3,197,752	40,059	1.27%
Overtime Salaries	10,341	7,000	7,000	7,000		
Payroll Taxes	39,969	44,652	44,652	45,531	879	1.97%
Pension Benefits	534,082	627,979	627,979	606,333	(21,646)	(3.45)%
FICA Replacement Benefits	58,095	78,385	78,385	79,524	1,139	1.45%
Group Insurance Benefits	331,846	477,461	477,461	521,989	44,528	9.33%
Transportation Subsidy	8,760	22,123	22,123	28,943	6,820	30.83%
Workers' Compensation	7,885	10,512	10,512	9,495	(1,017)	(9.67)%
Discretionary Contribution	198,827	200,334	200,334	183,966	(16,368)	(8.17)%
Total Personnel Expenditures	3,744,887	4,626,139	4,626,139	4,680,533	54,394	1.18%
Services & Supplies Expenditures						
Travel	1,037	17,000	17,000	18,000	1,000	5.88%
Training & Education	14,264	19,500	22,605	38,500	15,895	70.32%
Repair & Maintenance		4,000	4,000	4,000		
Communications	28,870	128,000	128,000	39,500	(88,500)	(69.14)%
Postage		2,000	2,000	3,000	1,000	50.00%
Printing & Reproduction	251	8,500	8,500	8,500		
Rents & Leases		500	500	500		
Professional Services	17,940	8,000	8,652	6,500	(2,152)	(24.87)%
Shop & Field Supplies	21	1,000	2,000	3,500	1,500	75.00%
Computer Hardware & Software	82	1,000	1,000	1,500	500	50.00%
Stationery & Office Supplies	141	4,250	3,250	5,000	1,750	53.85%
Minor Office Equipment		1,500	1,500	2,000	500	33.33%
Total Services & Supplies Expenditures	62,606	195,250	199,007	130,500	(68,507)	(34.42)%
Capital Expenditures						
Total Expenditures	3,807,493	4,821,389	4,825,146	4,811,033	(14,113)	(0.29)%

Managing Division:	
Compliance & Enforcement Division	
Contact Person:	
Juan Ortellado	
Program Purpose:	
<p>The program involves conducting comprehensive compliance inspections and investigations of stationary sources ranging from large industrial facilities, such as refineries, chemical plants, wastewater treatment, landfills, power plants and metal facilities, to smaller businesses, such as gasoline stations, auto body shops and dry cleaners. The program also includes enforcement of State Airborne Toxic Control Measures for sources that generate asbestos and diesel particulate matter. Beyond routine inspections to ensure that equipment, emissions monitoring, abatement and controls operate in compliance with regulatory requirements, the program involves responding to major incidents and potential air emission releases of hazardous chemicals and pollutants. Facilities discovered to be in violation are required to initiate timely corrective actions, minimize offsite community impacts and take steps to resolve air quality violations. Enforcement actions may require enhanced communications and coordination with other local agencies and first responders that result in joint investigations and enforcement case development.</p>	
Essential Functions	
<ul style="list-style-type: none"> • Refinery Inspection Program for Regulatory and Title 5 Permit Compliance. • Title V Inspections Program / EPA Grant / Aerometric Information Retrieval System (AIRS) and audits. • Synthetic Minor Inspection Program. • Initiate response to major air pollution incidents as soon as possible, and within minutes of notification, provide technical assistance and support to first response agencies during and after incidents; prepare incident reports. • Asbestos, Grant, diesel PM, and Refrigeration Management Inspections Program. • Conduct targeted auto body painting facility inspections. • State Portable Equipment Inspection Program. • Gasoline Dispensing Facilities (GDFs) Inspections Program. • Inspection Communications / Computer Programs. • Conduct targeted prescribed burns Title 17/ Regulation 5 Open Burning inspections. 	
Strategic Plan Projects	Strategic Plan Alignment
Increase inspection and FOG group staff levels.	1.05 - Enhance Violation Investigations
Review previous flare minimization plans to identify potential improvements to 12-11/12 rule updates	1.03 - Minimize Flaring
Target inspections and other compliance activities where they are most needed	4.05 - Improve Compliance Investigations

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	30.35	40.47	40.47	36.93	(3.54)	(8.75)%
Personnel Expenditures						
Permanent Salaries	4,080,415	5,683,653	5,693,091	5,303,828	(389,263)	(6.84)%
Overtime Salaries	24,372	8,000	8,000	8,000		
Payroll Taxes	63,686	80,539	80,539	75,637	(4,902)	(6.09)%
Pension Benefits	879,062	1,122,873	1,122,873	999,676	(123,197)	(10.97)%
FICA Replacement Benefits	92,399	139,408	139,408	130,280	(9,128)	(6.55)%
Group Insurance Benefits	536,267	918,080	918,080	868,279	(49,801)	(5.42)%
Transportation Subsidy	14,314	39,345	39,345	47,415	8,070	20.51%
Workers' Compensation	12,591	18,695	18,695	15,556	(3,139)	(16.79)%
Discretionary Contribution	326,693	360,699	360,699	305,213	(55,486)	(15.38)%
Total Personnel Expenditures	6,029,799	8,371,292	8,380,730	7,753,884	(626,846)	(7.48)%
Services & Supplies Expenditures						
Travel	20,339	15,000	15,000	17,500	2,500	16.67%
Training & Education	1,542	6,800	6,800	6,800		
Repair & Maintenance	114	60,000	60,000	10,000	(50,000)	(83.33)%
Communications	117,033	33,500	33,500	123,500	90,000	268.66%
Building Maintenance		4,000	4,000	4,000		
Utilities	11,588	3,000	3,000	3,000		
Printing & Reproduction	39	1,000	1,000	1,000		
Rents & Leases	109,592	89,100	89,100	125,500	36,400	40.85%
Professional Services	110	15,500	13,500	15,500	2,000	14.81%
Shop & Field Supplies	31,532	26,000	44,000	40,000	(4,000)	(9.09)%
Computer Hardware & Software	7,174	23,000	8,000	23,000	15,000	187.50%
Stationery & Office Supplies	198	2,300	1,300	2,300	1,000	76.92%
Non-Capital Assets	3,429					
Total Services & Supplies Expenditures	302,690	279,200	279,200	372,100	92,900	33.27%
Capital Expenditures						
Total Expenditures	6,332,489	8,650,492	8,659,930	8,125,984	(533,946)	(6.17)%

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Engineering Division

Engineering Division (Division) gives high priority to the timely review of permit applications and permit renewals. The typical application evaluation includes analyzing emissions impacts and determining compliance with applicable air quality requirements, including Best Available Control Technology (BACT), 'No Net Increase' emission offset requirements, New Source Review (NSR) of Toxic Air Contaminants (TAC) and California Environmental Quality Act (CEQA). There are about 10,000 facilities with about 26,000 devices and operations that have Air District permits. The Division processes, reviews, issues, and renews Title V (Major Facility Review) permits for about 79 facilities.

The Division implements Regulation 11, Rule 18, Reduction of Risk from Air Toxic Emissions at Existing Facilities. The Division expects to refine TAC emissions and prioritization scores for approximately 300 facilities and expects to conduct refined site-wide health risk assessments (HRAs) for about 150 facilities. HRA results will determine if the facilities are subject to the risk reduction requirements of this rule. Risk reduction plans will be reviewed, approved, and tracked. The toxics programs also support Community Health Protection Program goals to eliminate health disparities in overburdened communities.

The Division implements the State Air Toxics "Hot Spots" Program, which applies to existing facilities that emit TACs. Based on the annual TAC emissions inventory, the Division calculates prioritization scores for facilities, conducts HRAs for high priority facilities, and reports HRA results to CARB.

The Division continues to implement the Criteria Air Pollutants and Toxic Air Contaminants Reporting (CTR) Regulation and the Toxic Hot Spots Emissions Inventory Criteria and Guidelines Regulation, and state regulations establishing a uniform system of annual reporting of emissions of criteria air pollutants and TACs for permitted facilities. The Division has been actively working with other agencies and CAPCOA in the development of uniform emissions inventory guidelines for different source categories.

Due to power outages and PG&E Public Safety Power Shutoffs (PSPS), there continues to be a large number of applications for backup generators.

The Division is participating in the Air District's Assembly Bill 617 (AB 617) implementation, which includes a Community Health Protection Program to benefit communities most directly affected by air pollution. The Division participates in the workgroups for the CARB BARCT/BACT Technology Clearinghouse, CARB Permitting FAQs for environmental justice workgroup, and the Emissions Inventory workgroup. The Division also participates in the Air District's AB 617 priority community workgroups.

The Division is working on short- and long-term projects to incorporate environmental justice principles in permitting. This includes (1) the development of permitting tools with other divisions and (2) implementing initiatives identified with the Environmental Justice Ad Hoc Committee of the Community Advisory Council to create Environmental Justice Strategies for permitting that are part of the Air District's Strategic Plan.

The Division has fully transitioned to the Production System and continues to develop additional functionality to improve permitting operations, which includes an online system for the regulated community. These tools will increase consistency, efficiency, and accuracy by allowing customers to submit applications, report data for the emissions inventory, pay invoices and renew permits through an online interface.

The Division provides technical support to other divisions, agencies, and programs, including rule development, emissions inventory, compliance and enforcement, planning, monitoring and measurement, the Technology Implementation Office, and the Air District's Regional Climate Action Plan. Key rule development efforts include amendments to Regulation 3 (Fees), and amendments to rules to implement Expedited Best Available Retrofit Control Technology for AB 617.

Managing Division:	
Engineering Division	
Contact Person:	
Nicolas Maiden	
Program Purpose:	
Evaluate all Non-Title V permit applications. Review and process data updates and permit renewals.	
<p>The Permit Evaluation Program involves activities related to the evaluation of permit applications submitted to the District (except Title V permit applications, which are covered under Program 506). This includes applications for: (1) new/modified sources subject to District New Source Review requirements, (2) emissions banking, (3) Interchangeable Emission Reduction Credits (IERCs), and (4) Prevention of Significant Deterioration (PSD) & Acid Rain permits. Staff calculates emissions, evaluates compliance with regulatory requirements, including case-by-case Best Available Control Technology (BACT) and emissions offset determinations and establishes enforceable permit conditions. The program includes California Environmental Quality Act (CEQA) review and Climate Protection activities related to permitted sources.</p> <p>The Permit Renewal Program involves activities related to the annual renewal of District permits. The permit renewal process involves collection of data needed to update the Air District's emissions inventory, review of permit conditions, preparation of permit fee invoices, reconciliation of discrepancies and issuance of permit documents. Information gathered during this process is used for planning and rule development and may also result in enforcement action or additional permitting.</p>	
Essential Functions	
<ul style="list-style-type: none"> • Evaluate all non-Title V permit applications (1,500 estimated). • Complete CEQA-review functions. • Provide technical support to all divisions including estimating emissions, rule/condition interpretations and rule development. • Assist other agencies, industry and the public. • Participate in cross-agency committees such as California Air Pollution Controls Officers Association (CAPCOA). Engineering Managers' Subcommittee and National Association of Clean Air Agencies (NACAA). • Support implementation of rules (e.g., Refinery Regulations, GHG Regulations). • Request, enter and review annual data update requests. Review and maintain permit conditions. Review permit renewal invoice program. 	
Strategic Plan Projects	Strategic Plan Alignment
Ensure timely workflow of the permit renewal process	4.01 - Timely Permits
Implement Corrective Action Plan to Address the Management Audit Findings and Recommendations	4.01 - Timely Permits 4.02 - Transparent Permit Process 4.03 - Consistent Permits
Implementation of Rule 12-15 Petroleum Refining Emissions Tracking Emission Inventory Guidelines	4.01 - Timely Permits 4.02 - Transparent Permit Process 4.03 - Consistent Permits

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	40.15	46.78	46.78	48.07	1.29	2.76%
Number of Positions (LTCE)				2.00	2.00	
Personnel Expenditures						
Permanent Salaries	5,486,223	6,826,432	6,826,432	7,597,862	771,430	11.30%
Overtime Salaries	63,123	150,000	150,000	150,000		
Temporary Salaries	58,558	335,000	335,000	335,000		
Payroll Taxes	86,253	96,713	96,713	108,340	11,627	12.02%
Pension Benefits	1,198,652	1,351,184	1,351,184	1,438,113	86,929	6.43%
FICA Replacement Benefits	124,608	161,108	161,108	176,641	15,533	9.64%
Group Insurance Benefits	725,430	1,045,651	1,045,651	1,099,491	53,840	5.15%
Transportation Subsidy	20,064	45,470	45,470	64,288	18,818	41.39%
Workers' Compensation	16,929	21,605	21,605	21,091	(514)	(2.38)%
Discretionary Contribution	435,059	433,638	433,638	437,753	4,115	0.95%
Total Personnel Expenditures	8,214,899	10,466,801	10,466,801	11,428,579	961,778	9.19%
Services & Supplies Expenditures						
Travel	1,286	15,500	15,500	15,500		
Training & Education		2,964	2,964	2,964		
Communications		110	110	110		
Professional Services	173,963	401,059	815,265	311,000	(504,265)	(61.85)%
Computer Hardware & Software		2,000	2,000	2,000		
Books & Journals		200	200	200		
Minor Office Equipment	361	368	368	368		
Total Services & Supplies Expenditures	175,610	422,201	836,407	332,142	(504,265)	(60.29)%
Capital Expenditures						
Total Expenditures	8,390,509	10,889,002	11,303,208	11,760,721	457,513	4.05%

Managing Division:	
Engineering Division	
Contact Person:	
Pamela Leong	
Program Purpose:	
To develop and implement an effective air toxics control strategy that integrates Federal, State, and local requirements.	
The Air Toxics Program involves the integration of Federal and State air toxics mandates with local goals established by the Air District's Board of Directors. The program includes air toxics new source review (NSR), reduction of risk from existing facilities (Regulation 11, Rule 18), air toxics control measures, and the Air Toxics "Hot Spots" Program (AB2588). The Air Toxics Program also provides support to other Community Health Protection programs that seek to eliminate air quality disparities in overburden communities. Staff provides guidance on toxic emission calculations, controls, and impacts, maintains the toxic emission inventory, assists with incident and compliance evaluation, conducts health risk assessments (HRAs) for stationary sources, and approves risk reduction plans for existing facilities.	
Essential Functions	
<ul style="list-style-type: none"> • Perform HRAs for permit applications involving new or modified sources (estimated 300 HRAs per year). • Prepare facility-wide HRAs for facilities subject to Rule 11-18 (about 185 HRAs over 4 years). Conduct HRAs for alternative scenarios and proposed revisions to support implementation and verification of risk reduction measures. • Support implementation of amendments to Rule 2-1 and 2-5. Update health effects values and add new TACs to databases. Develop updated procedures for gas dispensing facility (GDF) HRAs. • Maintain and improve air toxics emissions inventory. Support implementation of new CARB toxics emissions reporting requirements. Support District and TARMAC efforts to improve toxic emission factors for various source categories. • Complete annual air toxics prioritization for Hot Spots Program and conduct or review new HRAs required for high-priority sites that are exempt from Rule 11-18. Coordinate public notification and risk reduction audits. • Review HRAs and Prevention of Significant Deterioration (PSD) modeling analyses for major permit applications. • Support rule development efforts for reducing PM2.5 once health effect values for PM2.5 become available from Office of Environmental Health Hazard Assessment (OEHHA). • Review and approve Rule 11-18 risk reduction plans and TBARCT determinations and support emission reduction permitting activities. 	
Strategic Plan Projects	Strategic Plan Alignment
Annual stationary source toxic inventories, prioritization scores, and HRA results for CARB/EPA	2.03 - Make Data Accessible 4.02 - Transparent Permit Process
Conduct HRAs and other modeling analyses for NSR projects that trigger Rule 2-5 or PSD	4.01 - Timely Permits 4.02 - Transparent Permit Process 4.03 - Consistent Permits
Conduct preliminary, draft, and final HRAs for Rule 11-18 Phase I facilities	4.02 - Transparent Permit Process
Develop internal procedures for review and approval of Rule 11-18 risk reduction plans	4.02 - Transparent Permit Process 4.03 - Consistent Permits
Maintain Toxic Emission Factor Guidelines by adding source categories and including guidance	4.01 - Timely Permits 4.02 - Transparent Permit Process 4.03 - Consistent Permits
Publish periodic Air Toxic Emissions Inventories and Air Toxics Control Program reports	4.02 - Transparent Permit Process

Risk Assessment & Reduction

503

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	8.14	9.62	9.62	11.24	1.62	16.84%
Personnel Expenditures						
Permanent Salaries	1,303,385	1,577,666	1,577,666	1,886,798	309,132	19.59%
Overtime Salaries	12,063	8,000	8,000	8,000		
Payroll Taxes	19,949	22,408	22,408	26,978	4,570	20.39%
Pension Benefits	272,921	329,267	329,267	373,607	44,340	13.47%
FICA Replacement Benefits	29,391	33,173	33,173	39,648	6,475	19.52%
Group Insurance Benefits	169,243	250,276	250,276	292,249	41,973	16.77%
Transportation Subsidy	4,624	9,362	9,362	14,430	5,068	54.13%
Workers' Compensation	4,022	4,449	4,449	4,734	285	6.41%
Discretionary Contribution	100,408	100,485	100,485	108,931	8,446	8.41%
Total Personnel Expenditures	1,916,006	2,335,086	2,335,086	2,755,375	420,289	18.00%
Services & Supplies Expenditures						
Travel		2,050	7,050	2,050	(5,000)	(70.92)%
Training & Education		4,600	4,600	4,600		
Postage		39,940	34,940	39,940	5,000	14.31%
Printing & Reproduction		7,000	7,000	7,000		
Professional Services	11,296	7,500	435,305	7,500	(427,805)	(98.28)%
Computer Hardware & Software		4,000	3,640	4,000	360	9.89%
Stationery & Office Supplies	1,335	300	300	300		
Minor Office Equipment		400	400	400		
Total Services & Supplies Expenditures	12,631	65,790	493,235	65,790	(427,445)	(86.66)%
Capital Expenditures						
Total Expenditures	1,928,637	2,400,876	2,828,321	2,821,165	(7,156)	(0.25)%

Managing Division:	
Engineering Division	
Contact Person:	
Fred Tanaka	
Program Purpose:	
Develop/maintain permit systems and provide administrative services.	
Essential Functions	
<ul style="list-style-type: none"> • Process and maintain data from permitted facilities. • Update and correct data from permitted facilities. • Maintain and update database systems. • Maintain program forms. • Manage and improve data quality. • Provide administrative support. • Maintain permit tracking and management programs. • Maintain emissions bank and small facility bank. • Maintain division webpages. • Manage division records including metadata and documents. 	
Strategic Plan Projects	Strategic Plan Alignment
Develop and report stationary source emissions inventory for CARB and EPA with AIM	2.03 - Make Data Accessible 4.02 - Transparent Permit Process

Permit Operations

504

	Program Actual	Approved Program Budget	Amended Program Budget	Proposed Program Budget	FTE/Dollar Change	Percent Change
	2024	2025	2025	2026	\$	%
Number of Positions (FTE)	3.14	2.73	2.73	3.58	0.85	31.14%
Personnel Expenditures						
Permanent Salaries	474,157	410,360	410,360	576,594	166,234	40.51%
Overtime Salaries	6,965	5,000	5,000	5,000		
Payroll Taxes	7,320	5,813	5,813	8,226	2,413	41.51%
Pension Benefits	122,189	86,560	86,560	116,226	29,666	34.27%
FICA Replacement Benefits	10,798	9,402	9,402	12,621	3,219	34.24%
Group Insurance Benefits	63,229	51,925	51,925	73,344	21,419	41.25%
Transportation Subsidy	1,814	2,654	2,654	4,593	1,939	73.06%
Workers' Compensation	1,463	1,261	1,261	1,507	246	19.51%
Discretionary Contribution	37,462	26,086	26,086	33,262	7,176	27.51%
Total Personnel Expenditures	725,397	599,061	599,061	831,373	232,312	38.78%
Services & Supplies Expenditures						
Printing & Reproduction	6,253	75,166	105,166	75,166	(30,000)	(28.53)%
Professional Services		12,255	12,255	12,255		
Shop & Field Supplies	778	5,172	5,172	5,172		
Computer Hardware & Software	3,212					
Total Services & Supplies Expenditures	10,243	92,593	122,593	92,593	(30,000)	(24.47)%
Capital Expenditures						
Total Expenditures	735,640	691,654	721,654	923,966	202,312	28.03%

Managing Division:	
Engineering Division	
Contact Person:	
Sanjeev Kamboj	
Program Purpose:	
Implementation of Federal Operating Permit Program for Major Facilities.	
The Title V program involves activities related to Title V of the Federal Clean Air Act (CAA), which requires the Air District to issue federally enforceable permits to major and other designated facilities. The program is intended to enhance compliance with the CAA via permits that explicitly include all Federal, State, and Air District requirements applicable to sources of air pollution at subject facilities.	
Essential Functions	
<ul style="list-style-type: none"> • Evaluate and process Title V applications (initial, renewal, revision, administrative amendment and reopening). • Conduct Title V outreach activities and public hearings, as needed. • Provide Title V training to the Air District staff. • Track EPA rulemaking related to Title V, Section 112, compliance monitoring and acid rain. 	
Strategic Plan Projects	Strategic Plan Alignment
Implement a workplan to address EPA's Title V Program Evaluation Findings and Recommendations.	4.01 - Timely Permits 4.02 - Transparent Permit Process 4.03 - Consistent Permits
Implement streamlining measures and ensure timely issuance of the Title V applications.	4.01 - Timely Permits 4.02 - Transparent Permit Process 4.03 - Consistent Permits
Work with EPA on Title V program evaluation (audit)	4.01 - Timely Permits 4.02 - Transparent Permit Process 4.03 - Consistent Permits

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	2.35	4.93	4.93	3.78	(1.15)	(23.33)%
Personnel Expenditures						
Permanent Salaries	296,002	733,325	733,325	569,656	(163,669)	(22.32)%
Overtime Salaries	244	5,000	5,000	5,000		
Temporary Salaries	134	8,006	8,006	8,006		
Payroll Taxes	4,768	10,401	10,401	8,123	(2,278)	(21.90)%
Pension Benefits	77,544	147,492	147,492	109,984	(37,508)	(25.43)%
FICA Replacement Benefits	6,916	16,995	16,995	13,327	(3,668)	(21.58)%
Group Insurance Benefits	39,432	105,091	105,091	80,574	(24,517)	(23.33)%
Transportation Subsidy	1,054	4,796	4,796	4,850	54	1.13%
Workers' Compensation	913	2,279	2,279	1,591	(688)	(30.19)%
Discretionary Contribution	24,964	46,604	46,604	32,817	(13,787)	(29.58)%
Total Personnel Expenditures	451,971	1,079,989	1,079,989	833,928	(246,061)	(22.78)%
Services & Supplies Expenditures						
Travel	51	378	378	378		
Training & Education	83	907	907	907		
Communications		530	530	530		
Printing & Reproduction	1,518	28,873	28,873	28,873		
Professional Services		402,723	402,723	202,723	(200,000)	(49.66)%
Minor Office Equipment		1,717	1,717	1,717		
Total Services & Supplies Expenditures	1,652	435,128	435,128	235,128	(200,000)	(45.96)%
Capital Expenditures						
Total Expenditures	453,623	1,515,117	1,515,117	1,069,056	(446,061)	(29.44)%

Managing Division:	
Engineering Division	
Contact Person:	
Fred Tanaka	
Program Purpose:	
Develop the infrastructure for consistent and efficient permit evaluation and processing, and complete projects intended to develop and improve programs within the Engineering Division.	
Essential Functions	
<ul style="list-style-type: none"> • Develop and maintain District permit rules, guidelines, job aides, policies and procedures. • Update permitting tools such as Permit Handbook, Best Available Control Technology (BACT) and Toxic Best Available Control Technology (TBACT) Workbook documents. • Review and improve the point source emissions inventory and other reported data. • Manage training program. • Coordinate Public Noticing activities. • Process Public Records Requests for division records. • Develop/update permitting programs including emissions factors, standard permit conditions, permit handbook chapters, BACT workbook and other manuals to streamline permitting and increase consistency. • Develop and implement AB 617 work including inventory, rule development, reporting, technology clearinghouse development, community risk reduction and re-envisioning of permitting in impacted communities. • Review/improve metrics and analysis for cost recovery and containment. 	
Strategic Plan Projects	Strategic Plan Alignment
Create additional permit tracking and reporting	4.01 - Timely Permits 4.02 - Transparent Permit Process 4.03 - Consistent Permits
Design and Implement a Paperless Permit Process	4.01 - Timely Permits 4.02 - Transparent Permit Process 4.03 - Consistent Permits
Design and implement online permitting process improvements	4.01 - Timely Permits 4.02 - Transparent Permit Process 4.03 - Consistent Permits
Improve permitting website pages (accessible language, instruction, transparency)	4.01 - Timely Permits 4.02 - Transparent Permit Process 4.03 - Consistent Permits

Engineering Special Projects

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	Program Actual	Approved Program Budget	Amended Program Budget	Proposed Program Budget	FTE/Dollar Change	Percent Change
	2024	2025	2025	2026	\$	%
Number of Positions (FTE)	7.28	7.87	7.87	7.58	(0.29)	(3.68)%
Personnel Expenditures						
Permanent Salaries	1,144,048	1,231,642	1,231,642	1,244,814	13,172	1.07%
Overtime Salaries	519	5,000	5,000	5,000		
Temporary Salaries	7,992					
Payroll Taxes	18,129	17,548	17,548	17,928	380	2.17%
Pension Benefits	248,373	250,651	250,651	242,804	(7,847)	(3.13)%
FICA Replacement Benefits	26,194	27,100	27,100	26,737	(363)	(1.34)%
Group Insurance Benefits	151,938	172,577	172,577	167,843	(4,734)	(2.74)%
Transportation Subsidy	3,986	7,648	7,648	9,731	2,083	27.24%
Workers' Compensation	3,530	3,634	3,634	3,192	(442)	(12.16)%
Discretionary Contribution	95,052	78,367	78,367	71,837	(6,530)	(8.33)%
Total Personnel Expenditures	1,699,761	1,794,167	1,794,167	1,789,886	(4,281)	(0.24)%
Services & Supplies Expenditures						
Travel	54	5,000	5,000	5,000		
Training & Education		65,000	65,000	65,000		
Communications	7,754	7,100	7,100	7,100		
Printing & Reproduction	19,698	50,000	59,430	50,000	(9,430)	(15.87)%
Professional Services	4,246	50,000	53,044	50,000	(3,044)	(5.74)%
Shop & Field Supplies	3,255	10,000	10,000	10,000		
Computer Hardware & Software	3,521	60,000	70,360	60,000	(10,360)	(14.72)%
Total Services & Supplies Expenditures	38,528	247,100	269,934	247,100	(22,834)	(8.46)%
Capital Expenditures						
Total Expenditures	1,738,289	2,041,267	2,064,101	2,036,986	(27,115)	(1.31)%

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Source Test

The Source Test Division conducts Air District source testing, along with providing oversight of facility source testing and continuous emissions monitoring, in order to ensure that sources of air pollution report accurate emissions. Compliance with rules and permits is often determined using source test data and information. The Source Test Division also provides subject matter expertise to develop defensible emissions data to support permit actions, rule development, emission inventory, and policy decisions.

Managing Division:	
Source Test	
Contact Person:	
Jerry Bovee	
Program Purpose:	
Provide Air District performed source testing, facility source test oversight, facility CEMS oversight, and subject matter expertise to Air District Divisions. The data and findings generated by the Section are used throughout the organization to support operational actions, such as enforcement, permitting, and rule development, and inform policy decisions.	
Essential Functions	
<ul style="list-style-type: none"> • Review facility contractor source test reports, make approve/disapprove determinations, and assess compliance status. • Review facility CEMS excess emission and monthly reports and make compliance recommendations. • Evaluate facility submitted source test reports • Conduct particulate or gaseous toxics source tests. • Conduct instrumental gaseous source tests. • Conduct source tests at gasoline bulk terminals and bulk plants. • Conduct source tests on gasoline cargo tanks. • Conduct Enhanced Vapor Recovery source tests at Gasoline Dispensing Facilities (GDF) • Conduct Field Accuracy Tests (FATs) on CEM systems. • Evaluate indicated excesses and other CEM-related call-ins. 	
Strategic Plan Projects	Strategic Plan Alignment
Develop source test and CEMS training, guidance, and outreach internally and externally	3.06 - Support Employee Success 4.01 - Timely Permits 4.07 - Customer Service
Improve and optimize coordination with permitting, enforcement, and rule development Divisions	1.02 - Stronger Regulations 4.01 - Timely Permits 4.03 - Consistent Permits
Improve source test and CEMS data accuracy, transparency, and accessibility	2.07 - Understand Local Air Pollution 4.01 - Timely Permits 4.02 - Transparent Permit Process
Prioritize and focus source tests in highly impacted areas and suspected non-compliant sources	1.01 - Change Approach to Air Quality 1.05 - Enhance Violation Investigations 4.05 - Improve Compliance Investigations
Prioritize source test report review to focus on permitting, enforcement, legal, and community needs	1.01 - Change Approach to Air Quality 1.05 - Enhance Violation Investigations 4.05 - Improve Compliance Investigations
Research and implement new source measurement technologies and methods	1.03 - Minimize Flaring 1.05 - Enhance Violation Investigations 4.05 - Improve Compliance Investigations

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	13.56	16.35	16.35	16.34	(0.01)	(0.06)%
Personnel Expenditures						
Permanent Salaries	1,969,043	2,460,799	2,460,799	2,535,176	74,377	3.02%
Overtime Salaries	4,719	6,000	6,000	6,000		
Payroll Taxes	30,604	34,901	34,901	36,219	1,318	3.78%
Pension Benefits	418,633	493,115	493,115	486,218	(6,897)	(1.40)%
FICA Replacement Benefits	44,636	56,318	56,318	57,646	1,328	2.36%
Group Insurance Benefits	257,079	391,387	391,387	407,586	16,199	4.14%
Transportation Subsidy	6,853	15,895	15,895	20,980	5,085	31.99%
Workers' Compensation	6,076	7,552	7,552	6,883	(669)	(8.86)%
Discretionary Contribution	153,905	156,434	156,434	146,133	(10,301)	(6.58)%
Total Personnel Expenditures	2,891,548	3,622,401	3,622,401	3,702,841	80,440	2.22%
Services & Supplies Expenditures						
Travel	4,570	7,350	7,350	7,350		
Training & Education	4,920	9,750	16,850	10,750	(6,100)	(36.20)%
Repair & Maintenance	92	3,200	7,200	1,700	(5,500)	(76.39)%
Communications	10,492	12,000	12,000	13,000	1,000	8.33%
Building Maintenance		2,800	2,800	2,000	(800)	(28.57)%
Utilities	28,058	22,000	22,000	25,000	3,000	13.64%
Printing & Reproduction		1,000	1,000	1,000		
Rents & Leases	308,199	340,000	340,000	360,000	20,000	5.88%
Professional Services	29,228	15,500	22,852	19,000	(3,852)	(16.86)%
Shop & Field Supplies	61,500	79,650	92,934	89,650	(3,284)	(3.53)%
Laboratory Supplies		5,000	1,000	3,000	2,000	200.00%
Minor Office Equipment		1,000	1,000	1,000		
Total Services & Supplies Expenditures	447,059	499,250	526,986	533,450	6,464	1.23%
Capital Expenditures						
Motorized Equipment		60,000	60,000	60,000		
Lab & Monitoring Equipment	20,050	90,000	90,000	157,000	67,000	74.44%
Total Capital Expenditures	20,050	150,000	150,000	217,000	67,000	44.67%
Total Expenditures	3,358,657	4,271,651	4,299,387	4,453,291	153,904	3.58%

SERVICE AREA - EQUITY & COMMUNITY PROGRAMS

Civil Rights Office

The Air District Board of Directors approved a new Office of Civil Rights in December 2024. The Office of Civil Rights will continue to ensure compliance with key civil rights laws, including Title VI of the Civil Rights Act of 1964 and California Government Code Section 11135. In addition to ensuring compliance within the Air District's programs and policies, the office will affirmatively raise Title VI and Government Code Section 11135 issues with agencies that receive state and federal funds. By taking this affirmative approach, the office will work to identify and correct disproportionate, adverse impacts on communities – based on race, color, national origin, or other protected classes. This initiative aligns with Strategy 2.10 Civil Rights Laws: We will advance and prioritize compliance with civil rights laws, including the federal Civil Rights Act of 1964 and related California laws, and supports Strategy 4.3 Consistent Permits: We will ensure Air District regulations and associated air quality permits issued are clear, consistent, and enforceable so that air pollution affecting communities is minimized.

Managing Division:	
Civil Rights Office	
Contact Person:	
Arsenio Mataka	
Program Purpose:	
<p>The Office of Civil Rights will initially focus on ensuring that public-facing Air District programs comply with civil rights laws. This includes conducting regular reviews and audits of policies, programs, and practices to identify and rectify any disparities that could impact communities based on race, color, national origin, or other protected characteristics. The office will provide guidance and training to staff to ensure that civil rights considerations are fully integrated into daily operations. In addition to these responsibilities, the Office of Civil Rights will manage civil rights complaints, providing a transparent and accessible process for individuals and communities to report concerns. These complaints will be thoroughly investigated, and the office will ensure that appropriate corrective actions are taken where necessary.</p>	
Essential Functions	
<ul style="list-style-type: none"> • Strengthen the Air District’s commitment to non-discrimination and civil rights. • Ensure that all communities, especially those with limited English proficiency, can fully engage with the Air District’s programs and services. • Process and respond to Title VI complaints in a timely and effective manner. 	
Strategic Plan Projects	Strategic Plan Alignment
Implement the Plan for Language Services to Limited English Proficient Populations.	2.06 - Talk With Communities 2.10 - Civil Rights Laws
Proactively implement disability access, and other civil rights requirements.	2.10 - Civil Rights Laws
Process external Title VI complaints	2.10 - Civil Rights Laws
Support agency efforts to uphold Title VI obligations as a responsible agency	2.10 - Civil Rights Laws 4.03 - Consistent Permits
Train employees to promote non-discrimination principles in Air District programs and services.	2.10 - Civil Rights Laws 3.04 - Environmental Justice Expertise

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)				1.91	1.91	
Personnel Expenditures						
Permanent Salaries				327,162	327,162	
Payroll Taxes				4,723	4,723	
Pension Benefits				59,301	59,301	
FICA Replacement Benefits				6,740	6,740	
Group Insurance Benefits				50,191	50,191	
Transportation Subsidy				2,453	2,453	
Workers' Compensation				805	805	
Discretionary Contribution				18,895	18,895	
Total Personnel Expenditures				470,270	470,270	
Services & Supplies Expenditures						
Travel				10,000	10,000	
Training & Education				8,000	8,000	
Communications				2,000	2,000	
Printing & Reproduction				1,000	1,000	
Professional Services				150,000	150,000	
Stationery & Office Supplies				1,000	1,000	
Books & Journals				600	600	
Minor Office Equipment				3,000	3,000	
Total Services & Supplies Expenditures				175,600	175,600	
Capital Expenditures						
Total Expenditures				645,870	645,870	

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Community Investments Office

The Air District established a new Community Investments Office to develop and manage tailored programs for funding streams generated by penalties and related funds. In May 2024, the Air District adopted a new policy—the Community Benefits Penalty Funds Policy—that will direct a portion of the money generated through penalties back into communities where the violation occurred. In December 2024, the Air District Board of Directors approved the establishment of the Community Investment Office and positions to launch new funding programs that implement the Community Benefits Penalty Funds Policy, and related funding streams. The Community Investment Office will create new approaches that actively engage affected communities in establishing funding priorities and distribution at the local and regional levels.

Managing Division:	
Community Investments Office	
Contact Person:	
Arsenio Mataka	
Program Purpose:	
<p>The newly established Community Investments Office will develop and implement regional and local programs that direct funding to communities most impacted by air pollution. This initiative is closely aligned with Strategy 2.8 of the 2024-2029 Strategic Plan, which emphasizes the importance of community-directed funds in addressing local air quality challenges and promoting environmental justice. The Community Investments Office will ensure that these resources advance community priorities with projects such as pollution mitigation efforts, health programs, and the development of green spaces. The goal is to improve environmental quality and public health in areas that have been disproportionately impacted by air pollution.</p>	
Essential Functions	
<ul style="list-style-type: none"> • Establish guidelines and create a transparent process for disbursing funds based on identified community needs and priorities. • Initiate efforts to engage and connect communities with funding opportunities. • Administer the reinvestment of penalty funds and related streams into impacted communities. 	
Strategic Plan Projects	Strategic Plan Alignment
Develop a Communications Plan, implementing the Air District’s Plan for Language Services	2.06 - Talk With Communities 2.08 - Community-Directed Funds 2.10 - Civil Rights Laws
Develop and implement a Community Engagement Plan	2.06 - Talk With Communities 2.08 - Community-Directed Funds
Develop guidelines for new grantmaking programs in consultation with impacted communities and region	1.04 - Reimagine Funding 2.08 - Community-Directed Funds 2.08 - Community-Directed Funds
Initiate a Local Community Benefits Program	1.04 - Reimagine Funding 2.06 - Talk With Communities 2.08 - Community-Directed Funds
Initiate a Regional Community Benefits Program	1.04 - Reimagine Funding 2.06 - Talk With Communities 2.08 - Community-Directed Funds
Initiate an Air Quality Fund Grantmaking Program	1.04 - Reimagine Funding 2.06 - Talk With Communities 2.08 - Community-Directed Funds
Launch the Community Investments Office and establish a team to administer grantmaking programs	2.08 - Community-Directed Funds
Support the Community Advisory Council to develop a community process for the Community Benefit Fund	1.04 - Reimagine Funding 2.06 - Talk With Communities 2.08 - Community-Directed Funds
Train new employees to work effectively with community	3.04 - Environmental Justice Expertise

Community Investments

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	Program Actual	Approved Program Budget	Amended Program Budget	Proposed Program Budget	FTE/Dollar Change	Percent Change
	2024	2025	2025	2026	\$	%
Number of Positions (FTE)			3.00	6.83	3.83	127.67%
Number of Positions (LTCE)			3.00	3.00		
Personnel Expenditures						
Permanent Salaries				1,500,150	1,500,150	
Overtime Salaries				37,000	37,000	
Payroll Taxes				21,631	21,631	
Pension Benefits				273,905	273,905	
FICA Replacement Benefits				34,664	34,664	
Group Insurance Benefits				252,477	252,477	
Transportation Subsidy				12,616	12,616	
Workers' Compensation				4,139	4,139	
Discretionary Contribution				86,443	86,443	
Total Personnel Expenditures				2,223,025	2,223,025	
Services & Supplies Expenditures						
Travel				34,000	34,000	
Training & Education				15,000	15,000	
Communications				10,000	10,000	
Printing & Reproduction				3,500	3,500	
Professional Services				1,000,000	1,000,000	
Computer Hardware & Software				8,000	8,000	
Stationery & Office Supplies				2,000	2,000	
Books & Journals				600	600	
Minor Office Equipment				6,000	6,000	
Total Services & Supplies Expenditures				1,079,100	1,079,100	
Capital Expenditures						
Total Expenditures				3,302,125	3,302,125	

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Diversity, Equity and Inclusion Office

The work of the Air District requires diverse perspectives, talents, and life experiences to solve some of the most complex technical air quality issues that we face. The Office of Diversity, Equity & Inclusion (Office) is taking meaningful steps to build an antiracist and inclusive environment. The efforts will be informed by working with the Senior Deputy Executive Officer of Policy & Equity, Board of Directors' Community Health, Equity and Justice Committee and staff to shift long-standing environmental justice inequities throughout the region. Key initiatives for the Office will be the development and implementation of an agency-wide Equity Action Plan and trainings that encompass equity tools to provide a blueprint of systems and structures to operationalize cross-divisional efforts relative to Air District programs. In addition, the Office will work on internal initiatives by applying an equity lens to programs, policies, practices and procedures related to staffing, recruitment, promotions, inclusive practices in the workplace, contracting for capital projects and services.

Managing Division:	
Diversity Equity & Inclusion Office	
Contact Person:	
Tim Williams	
Program Purpose:	
The Air District's Office of Diversity, Equity & Inclusion is responsible for developing initiatives applying an equity lens to programs, policies, practices and procedures. Responsibilities include capacity building related to staffing, recruitment, promotions, inclusive practices in the workplace, contracting for capital projects and services, and equity training. The Office recognized the contributions of all employees and community members and works to sustain an environment where everyone is valued and respected.	
Essential Functions	
<ul style="list-style-type: none"> • Work with Board of Directors' Community Equity, Health and Justice Committee on its workplan, meeting agendas, speakers, and community convening meetings • Manage Employee Resource Teams • Provide Human Resources guidance on inclusive recruitment and retention strategies (e.g. equity language in job postings, job screenings, panel interviews, promotional opportunities for diverse candidates) • Work cross-agency on policies, practices and initiatives to mitigate inequities. Review equity aspects within division documents and provide suggested amendment(s) • Interview departments, outline and create written policy for an Equity Action Plan. • Leverage Workforce Diversity and Empower Diverse Perspectives throughout Training & Leadership Development 	
Strategic Plan Projects	Strategic Plan Alignment
Build an Employee Resource Group (ERG) Empowerment Program	3.01 - A Diverse Workforce 3.02 - Be Welcoming and Inclusive 3.06 - Support Employee Success
Develop a Pathway to Permanency Program	3.01 - A Diverse Workforce
Establish an Environmental Justice Fellowship program	3.01 - A Diverse Workforce 3.02 - Be Welcoming and Inclusive 3.04 - Environmental Justice Expertise
Establish an Environmental Justice Scholarship program	3.01 - A Diverse Workforce 3.02 - Be Welcoming and Inclusive 3.04 - Environmental Justice Expertise
Implement a Supplier Diversity Initiative Program	3.02 - Be Welcoming and Inclusive 4.07 - Customer Service 4.11 - Align Resources
Include Equity Considerations in all Board Decisions	3.02 - Be Welcoming and Inclusive
Integrate Diversity Awareness into our Hiring Process	3.01 - A Diverse Workforce 3.02 - Be Welcoming and Inclusive
Launch an Employee Development Program	3.01 - A Diverse Workforce 3.03 - One Air District Community 3.06 - Support Employee Success
Offer Continous Inclusion Learning	3.02 - Be Welcoming and Inclusive
Promote Allyship	3.02 - Be Welcoming and Inclusive

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	1.82	2.00	2.00	4.13	2.13	106.50%
Personnel Expenditures						
Permanent Salaries	306,811	625,550	625,550	741,138	115,588	18.48%
Payroll Taxes	4,757	8,894	8,894	10,977	2,083	23.42%
Pension Benefits	66,910	118,854	118,854	134,461	15,607	13.13%
FICA Replacement Benefits	6,950	12,065	12,065	14,579	2,514	20.84%
Group Insurance Benefits	39,310	81,016	81,016	103,808	22,792	28.13%
Transportation Subsidy	1,007	3,405	3,405	5,306	1,901	55.83%
Workers' Compensation	947	1,618	1,618	1,741	123	7.60%
Discretionary Contribution	23,180	39,914	39,914	42,841	2,927	7.33%
Total Personnel Expenditures	449,872	891,316	891,316	1,054,851	163,535	18.35%
Services & Supplies Expenditures						
Travel		9,100	9,100	2,500	(6,600)	(72.53)%
Training & Education	896	51,500	51,500	51,500		
Communications	631			631	631	
Printing & Reproduction		6,500	8,500	7,000	(1,500)	(17.65)%
Professional Services	13,873	395,000	482,812	401,500	(81,312)	(16.84)%
Computer Hardware & Software	100	500	500	2,000	1,500	300.00%
Stationery & Office Supplies		700	700	700		
Total Services & Supplies Expenditures	15,500	463,300	553,112	465,831	(87,281)	(15.78)%
Capital Expenditures						
Transfer In/Out	(38,831)					
Total Expenditures	426,541	1,354,616	1,444,428	1,520,682	76,254	5.28%

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Environmental Justice Division

The Environmental Justice (EJ) Division supports the Air District's mission by engaging with and supporting impacted communities in the Bay Area to advance public health, equity, and environmental justice. The Division works with communities to increase community awareness and transparency of air quality issues, build capacity, increase opportunities for impacted communities to participate in Air District decision-making, and support implementation of community-identified solutions. The Division supports relationship-building between communities and the Air District and supports other divisions by providing guidance with their engagement with communities.

The EJ Specialists Program is specialized in community outreach and partnership building. The EJ Specialists Program will move in two phases, the first phase will lay the foundation for the program and refine outreach strategies. In this phase the program will utilize current staff to pilot the program in three subregions of the Bay Area. The second phase, which begins in the Summer 2025, will include full-time permanent positions, and the program will expand to two more subregions with a total of five areas. The Environmental Justice Specialists Program aligns with multiple strategies in the 2024-2029 Strategic Plan. For example, Strategy 2.1, which emphasizes engaging and partnering with communities to advance equitable air quality outcomes; Strategy 2.2, which focuses on building and supporting community capacity to advance air quality improvements; and Strategy 2.5, which aims to strengthen relationships with community-based organizations.

The Air District Board of Directors created the Community Advisory Council (CAC) to advise the Board and the agency on community related matters, to advance an equity forward policy agenda, and provide input on key Air District policies and programs. On July 5, 2023, the Board of Directors approved the CAC's Compensation Policy and Procedures, which recognizes the importance of supporting community involvement in Air District initiatives and providing financial support to increase equitable representation in agency programs and activities. Annually, the CAC is expected to hold six meetings bi-monthly, one annual retreat, regular meetings of the ad hoc committees and Co-Chairs, as well as additional meetings of members participating in Air District programming. The ad hoc committees expected this year: Community Benefit Fund, Compliance and Enforcement, and Member Selection. The CAC will have a work plan to guide their efforts, will continue to support the agency's efforts to implement environmental justice actions and will continue their journey to engage the community in the work of the Air District.

The Air District will continue to administer the AB 617 program to support local air quality plans in four designated communities in the Bay Area and continue to engage and provide support to other AB 617 communities. The Air District will continue a partnership with West Oakland Environmental Indicators Project for implementation post-CERP implementation for years six and seven, WOEIP is now the sole lead organization working with WOCAP Community Steering Committee (CSC), non-profits, institutions and public agencies to track, monitor and report on the status of the WOCAP strategies. The Air District and the Richmond-North Richmond-San Pablo CSC will continue its partnership to implement the Community Emissions Reduction Plan (CERP). The Air District will finalize the East Oakland Community Emissions Reduction Plan along with Co-Lead partner Communities for a Better Environment and continue to convene the Community Steering Committee. The Air District, along with the Co-Lead partners Marie Harrison Community Foundation and Bayview Hunters Point Community Advocates, will continue to convene the Community Steering Committee and co-develop the Bayview Hunters Point Community Emissions Reduction Plan (CERP).

The James Cary Smith Community Grant program seeks to uplift local efforts that address air quality disparities in environmental justice communities in the Bay Area. In 2025-2026, staff will administer the first year of Cycle 2 of the grant program to support local organizations in building capacity and engaging community in air pollution reduction efforts and policy decisions.

Managing Division:	Environmental Justice Division
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Contact Person:	Anna Lee
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Program Purpose:
 The Environmental Justice Division is committed to creating processes that meaningfully engage communities, increasing community-led solutions and creating opportunities for the communities' voices to be forefront in decision-making. The Environmental Justice Division coordinates engagement activities across departments and across communities to ensure we meet our shared mission to create a healthy breathing environment for every Bay Area resident. The Division interfaces with the community to increase awareness and transparency, increase community understanding of Air District processes, to build trust and relationships and collaborate with the public, local businesses, and other government agencies, working alongside communities to develop programs, strategies and policy strategies that enact equity, public health and environmental justice outcomes related to air quality. The Division seeks opportunities for those that have been historically excluded, discriminated against, under-represented, or under-resourced to participate in and shape Air District decisions. The Division coordinates and facilitates community engagement in programs; staffs and supports the Community Advisory Council; leads the implementation of the District's Assembly Bill 617 program; plays a key role in convening Community-Agency partnerships; develops and deploys best practices; and, administers various equity-focused grant programs that support community-led initiatives to improve air quality in impacted communities.

Essential Functions

- Administer Cycle 2 of the James Cary Smith Community Grant Program.
- Staff and coordinate activities of the Community Advisory Council.
- Administer the Home and School Air Filtration programs in impacted communities.
- Administer the Marie Harrison Environmental Justice Scholarship Program and support the Norman Mineta Summer Youth Academy.
- Support the development of the Environmental Justice Specialists Program
- Conduct outreach and support public workshops, meetings and events in environmental justice communities

Strategic Plan Projects	Strategic Plan Alignment
Implement efforts to provide health data to communities in ways that meet their needs	2.04 - Community Health Data
Outreach and engage environmental justice communities in decision-making.	2.06 - Talk With Communities
Outreach and meetings to present available data to ascertain community needs and accessibility.	2.03 - Make Data Accessible
Support Community Advisory Council to inform decision-making.	2.01 - Community Partnership
Support community capacity building through James Cary Smith Community Grant Program.	2.01 - Community Partnership
Support Home and School Air Filtration in environmental justice communities.	2.08 - Community-Directed Funds
Support youth engagement and exposure to careers at the Air District.	3.01 - A Diverse Workforce

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	8.62	10.77	10.77	13.30	2.53	23.49%
Number of Positions (LTCE)				1.00	1.00	
Personnel Expenditures						
Permanent Salaries	1,357,303	1,692,998	1,692,998	2,313,728	620,730	36.66%
Overtime Salaries	14,065	27,000	27,000	27,000		
Payroll Taxes	21,431	24,277	24,277	33,712	9,435	38.86%
Pension Benefits	297,509	323,993	323,993	425,085	101,092	31.20%
FICA Replacement Benefits	30,660	37,107	37,107	50,464	13,357	36.00%
Group Insurance Benefits	175,325	227,187	227,187	310,754	83,567	36.78%
Transportation Subsidy	4,641	10,473	10,473	18,366	7,893	75.37%
Workers' Compensation	4,188	4,976	4,976	6,025	1,049	21.08%
Discretionary Contribution	105,882	107,732	107,732	133,482	25,750	23.90%
Total Personnel Expenditures	2,011,004	2,455,743	2,455,743	3,318,616	862,873	35.14%
Services & Supplies Expenditures						
Travel	2,523	10,300	10,300	10,300		
Training & Education	7,978	20,110	20,110	20,110		
Communications	21,643	22,000	22,000	22,000		
Printing & Reproduction		3,500	3,500	3,500		
Professional Services	2,595,603	3,053,500	5,742,035	2,849,040	(2,892,995)	(50.38)%
Shop & Field Supplies	45	2,000	2,000	2,000		
Stationery & Office Supplies	787	1,500	2,264	1,500	(764)	(33.75)%
Total Services & Supplies Expenditures	2,628,579	3,112,910	5,802,209	2,908,450	(2,893,759)	(49.87)%
Capital Expenditures						
Total Expenditures	4,639,583	5,568,653	8,257,952	6,227,066	(2,030,886)	(24.59)%

Managing Division:	
Environmental Justice Division	
Contact Person:	
Anna Lee	
Program Purpose:	
<p>To implement AB 617 by working with selected environmental justice communities in the Bay Area to prepare plans in partnership with communities to reduce emissions of toxic air contaminants and criteria pollutants or prepare monitoring plans in partnership with communities. The District partners closely with AB 617 communities to set up Community Steering Committees that work with District to guide the development of local emissions reduction plans. Staff develop community partnerships and ensure a data-informed, equitable and transparent process. In partnership with West Oakland Environmental Indicators Project (WOEIP), the WOCAP moves into year six and seven of implementation under a new structure, where WOEIP is the sole lead of the project. Additionally, in Richmond-North Richmond-San Pablo, staff are working with the community to complete Year One and begin Year Two of implementation of the Path to Clean Air (PTCA) Community Emissions Reduction Plan. Staff are working with Co-Lead partner, Communities for a Better Environment, and the Community Steering Committee members to complete and adopt the East Oakland Community Emissions Reduction Plan. Staff are partnering with Bayview Hunters Point Community Advocates and Marie Harrison Community Foundation and Community Steering Committee members to develop the Bayview Hunters Point Community Emissions Reduction Plan.</p>	
Essential Functions	
<ul style="list-style-type: none"> • Support West Oakland Community Steering Committee with Co-Lead partner for post five-years of the Plan. • Support Community Steering Committee with implementation of Richmond-North Richmond-San Pablo Path to Clean Air Plan. • Support Community Steering Committee with Co-Lead partner to finalize East Oakland Community Emissions Reduction Plan. • Support Community Steering Committee with Co-Lead partners to develop the Bayview Hunters Point Community Emissions Reduction Plan. • Administer contracts with Co-Lead partners and consultants that support local emissions reduction plans. 	
Strategic Plan Projects	Strategic Plan Alignment
Support Community Steering Committees and community engagement in designated communities.	2.01 - Community Partnership
Support completion and adoption of the East Oakland Community Emissions Reduction Plan.	2.01 - Community Partnership
Support development of the Bayview Hunters Point Community Emissions Reduction Plan.	2.01 - Community Partnership
Support years one and two of implementation of the Richmond-North Richmond-San Pablo Plan.	2.01 - Community Partnership
Support years six and seven of implementation of the West Oakland Community Action Plan.	2.01 - Community Partnership

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	24.34	38.54	38.54	36.52	(2.02)	(5.24)%
Number of Positions (LTCE)		2.00	2.00	4.50	2.50	125.00%
Personnel Expenditures						
Permanent Salaries	3,726,859	7,367,910	7,436,009	6,605,237	(830,772)	(11.17)%
Overtime Salaries	24,641	50,000	50,000	95,000	45,000	90.00%
Temporary Salaries	10,024					
Payroll Taxes	58,092	105,202	105,202	94,569	(10,633)	(10.11)%
Pension Benefits	784,918	1,438,774	1,438,774	1,237,830	(200,944)	(13.97)%
FICA Replacement Benefits	84,825	156,736	156,736	144,728	(12,008)	(7.66)%
Group Insurance Benefits	494,092	1,077,096	1,077,096	983,067	(94,029)	(8.73)%
Transportation Subsidy	13,405	44,236	44,236	52,673	8,437	19.07%
Workers' Compensation	11,500	21,019	21,019	17,281	(3,738)	(17.78)%
Discretionary Contribution	298,876	469,161	469,161	381,030	(88,131)	(18.78)%
Total Personnel Expenditures	5,507,232	10,730,134	10,798,233	9,611,415	(1,186,818)	(10.99)%
Services & Supplies Expenditures						
Travel	228					
Training & Education	120					
Professional Services	1,415,346	2,408,130	3,450,829	2,484,746	(966,083)	(28.00)%
Stationery & Office Supplies	86					
Total Services & Supplies Expenditures	1,415,780	2,408,130	3,450,829	2,484,746	(966,083)	(28.00)%
Capital Expenditures						
Total Expenditures	6,923,012	13,138,264	14,249,062	12,096,161	(2,152,901)	(15.11)%

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Strategic Incentives Division

General Fund

The Strategic Incentives Division mainly administers Special Revenue funds that are used to accelerate voluntary emissions reductions by incentivizing the replacement of older dirtier equipment that primarily targets mobile sources that total approximately \$100 million for project funds and \$8 million for Air District administrative costs. Strategic Incentives staff conducts outreach and solicits grant applications, evaluates grant applications according to established criteria, recommends allocation of the funding, prepares contracts with grantees, monitors progress in implementing funded projects, and reports on the use of funds.

In addition to this work, the Division also oversees programs and activities that are paid for at least in part by the General Fund (historically approximately \$570,000 annually) as match and to pay for projects and activities performed by staff that cannot be fully reimbursed by Special Revenue sources, such as development of applications for new sources of funding (i.e., federal or state), oversight of air district sponsored projects that are not eligible for funding from other sources, and activities that are also not eligible for reimbursement by other sources. Additional information on Strategic Incentive Division Budget can be found in the Special Revenue Fund section of the budget.

Managing Division:	
Strategic Incentives Division	
Contact Person:	
Adam Shapiro	
Program Purpose:	
Implement the Clean Heating Efficiently with Electric Technology (Clean HEET) program to reduce emissions from residential wood burning devices through the administration of General Funds and US Environmental Protection Agency (EPA) Targeted Airshed Grant funds.	
Essential Functions	
<ul style="list-style-type: none"> • Update program policies and procedures, guidance materials, and administrative operating procedures; conduct program development; and conduct outreach. • Review and evaluate project applications to determine eligibility according to Board of Directors-approved eligibility and priority funding criteria. • Prepare contracts, vouchers, amendments, and correspondence; monitor projects, inspect, and audit programs and projects to ensure compliance with EPA and District guidelines, policies, legal, and regulatory requirements; process reimbursement requests; and ensure project files are complete and up to date. • Prepare and submit reports to EPA; coordinate with EPA on contract and program requirements • Prepare technical, financial, and staff reports; attend meetings; and participate in internal and external audits. • Coordinate with IT contractors to develop, enhance, and maintain data management systems. 	
Strategic Plan Projects	Strategic Plan Alignment
Build a new grants management system to increase efficiency and improve transparency	4.10 - Ensure Success
Expand program eligible equipment categories to increase opportunities in communities	1.04 - Reimagine Funding
Prioritize funding for the most highly impacted areas, EJ communities, and low-income residents	1.04 - Reimagine Funding

Woodsmoke Reduction Incentive Program

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	Program Actual	Approved Program Budget	Amended Program Budget	Proposed Program Budget	FTE/Dollar Change	Percent Change
	2024	2025	2025	2026	\$	%
Number of Positions (FTE)	0.66	1.06	1.06	0.95	(0.11)	(10.38)%
Number of Positions (LTCE)				0.05	0.05	
Personnel Expenditures						
Permanent Salaries	89,786	152,150	152,150	149,961	(2,189)	(1.44)%
Payroll Taxes	1,404	2,153	2,153	2,184	31	1.44%
Pension Benefits	20,814	29,289	29,289	27,958	(1,331)	(4.54)%
FICA Replacement Benefits	1,827	3,651	3,651	3,534	(117)	(3.20)%
Group Insurance Benefits	11,554	23,249	23,249	20,382	(2,867)	(12.33)%
Transportation Subsidy	363	1,030	1,030	1,286	256	24.85%
Workers' Compensation	277	490	490	422	(68)	(13.88)%
Discretionary Contribution	7,363	9,661	9,661	8,638	(1,023)	(10.59)%
Total Personnel Expenditures	133,388	221,673	221,673	214,365	(7,308)	(3.30)%
Services & Supplies Expenditures						
Travel		1,000	1,000	1,000		
Training & Education		2,000	2,000	1,500	(500)	(25.00)%
Printing & Reproduction		5,000	5,000	5,000		
Professional Services	22,132	80,000	105,740	35,000	(70,740)	(66.90)%
Stationery & Office Supplies		500	500	500		
Minor Office Equipment		2,000	2,000	1,000	(1,000)	(50.00)%
Total Services & Supplies Expenditures	22,132	90,500	116,240	44,000	(72,240)	(62.15)%
Capital Expenditures						
Computer & Network				50,000	50,000	
Total Capital Expenditures				50,000	50,000	
Total Expenditures	155,520	312,173	337,913	308,365	(29,548)	(8.74)%

Managing Division:	
Strategic Incentives Division	
Contact Person:	
Chengfeng Wang	
Program Purpose:	
Expand availability of funding for emission reduction projects in the Bay Area by identifying and securing new sources of funding. Implement and manage projects that are funded by the Air District General Fund, including work that supports the Bay Area Clean Air Foundation.	
Essential Functions	
<ul style="list-style-type: none"> • Identify new sources of funding and prepare grant applications to secure new funding sources. • Form partnerships to leverage Air District funding resources. • Obtain Board of Directors approval of acceptance of new funding; review, execute, and manage grant agreements with funding agencies. • Manage Air District funded programs: conduct outreach, evaluate applications and award funding to eligible recipients, and process reimbursement requests. 	
Strategic Plan Projects	Strategic Plan Alignment
Build a new grants management system that increases efficiency and improves transparency	4.10 - Ensure Success
Form partnerships to leverage Air District funding sources	1.04 - Reimagine Funding
Secure new sources of funding to support projects that benefit communities impacted by air pollution	1.04 - Reimagine Funding

Grant Program Development

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	Program Actual	Approved Program Budget	Amended Program Budget	Proposed Program Budget	FTE/Dollar Change	Percent Change
	2024	2025	2025	2026	\$	%
Number of Positions (FTE)	0.27	2.30	2.30	1.45	(0.85)	(36.96)%
Number of Positions (LTCE)				0.05	0.05	
Personnel Expenditures						
Permanent Salaries	40,540	352,060	352,060	253,429	(98,631)	(28.02)%
Payroll Taxes	633	5,006	5,006	3,705	(1,301)	(25.99)%
Pension Benefits	10,838	68,991	68,991	48,365	(20,626)	(29.90)%
FICA Replacement Benefits	1,070	7,922	7,922	5,282	(2,640)	(33.32)%
Group Insurance Benefits	5,222	56,954	56,954	35,642	(21,312)	(37.42)%
Transportation Subsidy	192	2,236	2,236	1,923	(313)	(14.00)%
Workers' Compensation	125	1,062	1,062	631	(431)	(40.58)%
Discretionary Contribution	3,116	22,390	22,390	14,634	(7,756)	(34.64)%
Total Personnel Expenditures	61,736	516,621	516,621	363,611	(153,010)	(29.62)%
Services & Supplies Expenditures						
Travel		13,200	13,200	13,500	300	2.27%
Training & Education		8,500	8,500	9,500	1,000	11.76%
Professional Services	17,242	15,000	71,083	25,000	(46,083)	(64.83)%
Shop & Field Supplies		1,000	1,000	1,000		
Computer Hardware & Software		14,000	14,000	10,000	(4,000)	(28.57)%
Total Services & Supplies Expenditures	17,242	51,700	107,783	59,000	(48,783)	(45.26)%
Capital Expenditures						
Computer & Network		500,000	538,462	100,000	(438,462)	(81.43)%
Total Capital Expenditures		500,000	538,462	100,000	(438,462)	(81.43)%
Total Expenditures	78,978	1,068,321	1,162,866	522,611	(640,255)	(55.06)%

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Technology Implementation Office

General Fund

The Technology Implementation Office (TIO) mission is to advance emerging, cost-effective solutions to achieve greenhouse gas emissions reductions for the transportation and industrial source sectors. TIO will connect climate technologies and customers by providing financial incentives (through grants and loans) as well as technical and matchmaking support. Climate technology areas include zero emissions vehicles and infrastructure, zero emissions energy storage and backup systems, composting, and waste-to-energy projects, amongst other GHG reduction solutions. By supporting the scale-up of climate technologies, TIO can help achieve state and regional greenhouse gas emissions targets, reduce emissions in impacted communities, while also making technologies cost-effective even in regions without strong climate policies.

Managing Division:	
Technology Implementation Office	
Contact Person:	
Anthony Fournier	
Program Purpose:	
The Air District's Climate Investments program advances emerging and cost-effective solutions to achieve greenhouse gas emissions reduction. The program's goal is to support the 2017 Clean Air Plan goal of a carbon-free Bay Area by 2050 and mainstream technologies so they can be scaled up throughout and beyond the Bay Area.	
Essential Functions	
<ul style="list-style-type: none"> • Oversee loan and loan guarantee partnership and projects. • Perform evaluations of climate technologies. • Identify technologies and customers and provide technical support and financing to implement technologies. • Convene stakeholders for technology matchmaking and peer-to-peer information exchanges. • Implement grant program to fund the purchase of air filtration units for publicly accessible Clean Air Centers. 	
Strategic Plan Projects	Strategic Plan Alignment
Climate Tech Finance Program	1.04 - Reimagine Funding 1.07 - New Climate Solutions 4.07 - Customer Service

	Program Actual	Approved Program Budget	Amended Program Budget	Proposed Program Budget	FTE/Dollar Change	Percent Change
	2024	2025	2025	2026	\$	%
Number of Positions (FTE)	1.99	3.02	3.02	2.99	(0.03)	(0.99)%
Personnel Expenditures						
Permanent Salaries	278,928	442,440	442,440	466,973	24,533	5.54%
Overtime Salaries	593	25,000	25,000	25,000		
Temporary Salaries		200,000	200,000	110,000	(90,000)	(45.00)%
Payroll Taxes	4,286	6,274	6,274	6,743	469	7.48%
Pension Benefits	81,153	83,894	83,894	84,555	661	0.79%
FICA Replacement Benefits	6,345	10,411	10,411	10,539	128	1.23%
Group Insurance Benefits	37,194	74,871	74,871	80,468	5,597	7.48%
Transportation Subsidy	1,030	2,938	2,938	3,836	898	30.57%
Workers' Compensation	861	1,396	1,396	1,258	(138)	(9.89)%
Discretionary Contribution	21,924	28,107	28,107	26,922	(1,185)	(4.22)%
Total Personnel Expenditures	432,314	875,331	875,331	816,294	(59,037)	(6.74)%
Services & Supplies Expenditures						
Travel	869	22,000	22,000	22,000		
Training & Education	1,700	14,000	14,000	14,000		
Communications	1,761	3,000	3,000	3,000		
Professional Services	121,751	250,000	275,124	490,000	214,876	78.10%
Computer Hardware & Software		5,000	5,000	5,000		
Stationery & Office Supplies		1,000	1,137	1,000	(137)	(12.05)%
Total Services & Supplies Expenditures	126,081	295,000	320,261	535,000	214,739	67.05%
Capital Expenditures						
Total Expenditures	558,395	1,170,331	1,195,592	1,351,294	155,702	13.02%

SERVICE AREA - FINANCE & ADMINISTRATION

Administrative Resources Division

The Administrative Resources Division provides administrative and operational support functions for the Air District, and is comprised of the Executive Operations Division, Business Office, Fleet and Facilities Office, Finance Division and the Human Resources Division.

The Executive Operations Office is responsible for providing overall administration and direction to Air District staff. Through this office, the Executive Officer/APCO interprets and oversees implementation of Board directives and policies and administers the business of the Air District.

The Business Office is responsible for contracts, procurement, insurance risk management, mailroom services, and office support services.

The Fleet Office is responsible for the lease, acquisition, and maintenance of all Air District pool and fleet vehicles as well as management of vehicle accidents

The Facilities Office is responsible for the planning, maintenance, construction oversight and operations of all Air District facilities, and manage security and safety measures.

Managing Division:	
Administrative Resources Division	
Contact Person:	
Maricela Martinez	
Program Purpose:	
Facilities planning and maintenance of existing Air District owned facilities, leased satellite offices, equipment and supplies.	
Essential Functions	
<ul style="list-style-type: none"> • Conference room setup for Board, Committee, Advisory Councils, and Hearing Board meetings. • Oversee security for Board, Committee, Advisory Councils, and Hearing Board meetings, public workshops, and similar events. • Oversee tradesperson vendors for select renovations and repairs at all District locations. • Administer help desk responding to facility-related requests from all staff. • Collaborate with BAHA on administration of facility-related work at Beale Street. • Administer assigned seating and workspace hoteling programs at Beale Street. • Support frontline teams with routine maintenance, service, and repairs at satellite locations. • Provide office and pantry supplies at all District locations. 	
Strategic Plan Projects	Strategic Plan Alignment
Improve Workplace Accessibility/Safety–Upgrade capabilities for safety, inclusivity and adaptability	3.06 - Support Employee Success

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	3.58	6.50	6.50	5.74	(0.76)	(11.69)%
Personnel Expenditures						
Permanent Salaries	434,729	964,715	964,715	807,722	(156,993)	(16.27)%
Overtime Salaries	23,434			10,000	10,000	
Payroll Taxes	6,770	13,661	13,661	11,672	(1,989)	(14.56)%
Pension Benefits	99,321	194,943	194,943	158,104	(36,839)	(18.90)%
FICA Replacement Benefits	9,862	22,374	22,374	20,255	(2,119)	(9.47)%
Group Insurance Benefits	56,916	165,348	165,348	134,981	(30,367)	(18.37)%
Transportation Subsidy	1,498	6,315	6,315	7,372	1,057	16.74%
Workers' Compensation	1,341	3,000	3,000	2,418	(582)	(19.40)%
Discretionary Contribution	34,692	61,308	61,308	46,459	(14,849)	(24.22)%
Total Personnel Expenditures	668,563	1,431,664	1,431,664	1,198,983	(232,681)	(16.25)%
Services & Supplies Expenditures						
Travel	2,289	2,000	2,000	1,000	(1,000)	(50.00)%
Training & Education	2,087	3,000	3,000	3,000		
Communications	62,165			65,000	65,000	
Building Maintenance	246,633	776,000	1,184,928	730,000	(454,928)	(38.39)%
Utilities	435	255	255	1,300	1,045	409.80%
Printing & Reproduction		200	200		(200)	(100.00)%
Rents & Leases	132,701	66,000	66,000	106,000	40,000	60.61%
Professional Services	182,354	450,250	586,233	480,250	(105,983)	(18.08)%
Shop & Field Supplies	2,690					
Total Services & Supplies Expenditures	631,354	1,297,705	1,842,616	1,386,550	(456,066)	(24.75)%
Capital Expenditures						
Office Equipment	25,837					
Total Capital Expenditures	25,837					
Transfer In/Out	(57,776)					
Total Expenditures	1,267,978	2,729,369	3,274,280	2,585,533	(688,747)	(21.04)%

Managing Division:	
Administrative Resources Division	
Contact Person:	
Erica Flahan	
Program Purpose:	
This program is responsible for administering the District's mail and reproduction tasks, ensuring efficient, cost-effective management and reliable distribution of mail and document reproduction and printing to support District operations.	
Essential Functions	
<ul style="list-style-type: none"> • Process incoming and outgoing District mail. • Receive and deliver incoming packages and deliveries. • Process reproduction and print requests, including document binding and package preparation. • Prepare, reproduce, and mail board packets, asbestos reports, permits, permit invoices, data update forms, and other materials as requested. 	
Strategic Plan Projects	Strategic Plan Alignment
Modernize internal processes to implement paperless workflows, digital records, enhanced automation	4.07 - Customer Service

Mailroom Services

703

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	1.01	1.02	1.02	1.23	0.21	20.59%
Personnel Expenditures						
Permanent Salaries	117,673	132,501	132,501	163,978	31,477	23.76%
Temporary Salaries	3,466					
Payroll Taxes	1,989	1,870	1,870	2,340	470	25.13%
Pension Benefits	42,347	24,998	24,998	29,894	4,896	19.59%
FICA Replacement Benefits	2,822	3,523	3,523	4,333	810	22.99%
Group Insurance Benefits	15,923	15,228	15,228	19,368	4,140	27.19%
Transportation Subsidy	802	994	994	1,577	583	58.65%
Workers' Compensation	363	473	473	517	44	9.30%
Discretionary Contribution	9,492	8,391	8,391	9,420	1,029	12.26%
Total Personnel Expenditures	194,877	187,978	187,978	231,427	43,449	23.11%
Services & Supplies Expenditures						
Communications	242,938	280,000	280,000	280,000		
Postage	41,585	70,000	72,161	80,000	7,839	10.86%
Equipment Rental	51,889	125,000	166,330	128,000	(38,330)	(23.04)%
Professional Services	65,687	300,000	256,129	300,355	44,226	17.27%
Total Services & Supplies Expenditures	402,099	775,000	774,620	788,355	13,735	1.77%
Capital Expenditures						
Transfer In/Out	(16,846)					
Total Expenditures	580,130	962,978	962,598	1,019,782	57,184	5.94%

Managing Division:	
Administrative Resources Division	
Contact Person:	
Maricela Martinez	
Program Purpose:	
This program will pay operating and maintenance costs associated with the Air District's office space located in Richmond, CA.	
Essential Functions	
<ul style="list-style-type: none"> operating and maintenance costs associated with the Air District's office space located in Richmond, CA 	
Strategic Plan Projects	Strategic Plan Alignment
Improve Workplace Accessibility/Safety–Upgrade capabilities for safety, inclusivity and adaptability	3.06 - Support Employee Success

Headquarters East (Richmond)

707

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Personnel Expenditures						
Services & Supplies Expenditures						
Building Maintenance		6,000	6,000	6,000		
Utilities	128,118	130,000	130,000	140,000	10,000	7.69%
Professional Services	35,438	285,000	285,000	485,000	200,000	70.18%
Total Services & Supplies Expenditures	163,556	421,000	421,000	631,000	210,000	49.88%
Capital Expenditures						
Building & Grounds			73		(73)	(100.00)%
Total Capital Expenditures			73		(73)	(100.00)%
Total Expenditures	163,556	421,000	421,073	631,000	209,927	49.86%

Managing Division:	
Administrative Resources Division	
Contact Person:	
Erica Flahan	
Program Purpose:	
This program is responsible for the efficient and cost-effective acquisition of equipment, supplies, and general and professional services to support the District's operational needs.	
Essential Functions	
<ul style="list-style-type: none"> • Conduct formal solicitations to procure general and professional services. • Administer District service contracts and lease agreements. • Approve the purchase of necessary office supplies as requested by District personnel. • Process purchase order requests. • Manage District insurance policies and associated claims. 	
Strategic Plan Projects	Strategic Plan Alignment
Expand supplier recruitment process, ensure commitment to communities most impacted by air pollution	3.02 - Be Welcoming and Inclusive

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	2.72	3.00	3.00	5.59	2.59	86.33%
Personnel Expenditures						
Permanent Salaries	439,545	424,453	424,453	868,233	443,780	104.55%
Overtime Salaries	6,951					
Temporary Salaries	51,276					
Payroll Taxes	7,432	6,003	6,003	12,538	6,535	108.86%
Pension Benefits	95,897	84,204	84,204	164,350	80,146	95.18%
FICA Replacement Benefits	10,449	10,332	10,332	19,737	9,405	91.03%
Group Insurance Benefits	65,208	72,661	72,661	101,441	28,780	39.61%
Transportation Subsidy	1,859	2,916	2,916	7,183	4,267	146.33%
Workers' Compensation	194,688	1,386	1,386	2,357	971	70.06%
Discretionary Contribution	37,751	26,942	26,942	50,047	23,105	85.76%
Total Personnel Expenditures	911,056	628,897	628,897	1,225,886	596,989	94.93%
Services & Supplies Expenditures						
Travel			2,000		(2,000)	(100.00)%
Training & Education		1,500	1,500	4,000	2,500	166.67%
Printing & Reproduction		25,400	23,400	23,400		
Professional Services	105,331	150,000	226,100	251,000	24,900	11.01%
General Insurance	707,736	900,000	900,000	985,000	85,000	9.44%
Computer Hardware & Software				50,000	50,000	
Stationery & Office Supplies	20,639	35,000	35,996	40,000	4,004	11.12%
Total Services & Supplies Expenditures	833,706	1,111,900	1,188,996	1,353,400	164,404	13.83%
Capital Expenditures						
Transfer In/Out	(78,756)					
Total Expenditures	1,666,006	1,740,797	1,817,893	2,579,286	761,393	41.88%

Managing Division:	
Administrative Resources Division	
Contact Person:	
Maricela Martinez	
Program Purpose:	
This program will pay for sharing of limited business operations and technology functions between the Air District, Metropolitan Transportation Commission, and the Association of Bay Area Governments at 375 Beale Street. This program will also pay for the lease payments associated with the Air District's financing ownership interest of its portion of the facility.	
Essential Functions	
<ul style="list-style-type: none"> • Maintain service level agreements with partner agencies • Maintain communication plan for building protocols • Maintain and develop training materials for new technologies and services available at 375 Beale Street • Maintain Shared Services Budget and Responsibilities 	
Strategic Plan Projects	Strategic Plan Alignment
Improve Workplace Accessibility/Safety–Upgrade capabilities for safety, inclusivity and adaptability	3.06 - Support Employee Success

Headquarters West (Beale Street)

709

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Personnel Expenditures						
Services & Supplies Expenditures						
Utilities	3,951	3,000	3,000	4,000	1,000	33.33%
Rents & Leases	1,200,000	1,200,000	1,200,000	1,200,000		
Professional Services	3,300,064	3,500,000	3,570,000	4,250,000	680,000	19.05%
Total Services & Supplies Expenditures	4,504,015	4,703,000	4,773,000	5,454,000	681,000	14.27%
Capital Expenditures						
Computer & Network		500,000	430,000		(430,000)	(100.00)%
Total Capital Expenditures		500,000	430,000		(430,000)	(100.00)%
Total Expenditures	4,504,015	5,203,000	5,203,000	5,454,000	251,000	4.82%

Managing Division:	
Administrative Resources Division	
Contact Person:	
Maricela Martinez	
Program Purpose:	
Fleet leases/acquisition, maintenance and safety inspections.	
Essential Functions	
<ul style="list-style-type: none"> • Administration of service/maintenance program for the District's over 100-vehicle fleet. • Administration of short-term pool/rental vehicle program. • Administer help desk responding to fleet-related requests from all staff. • Process insurance claims and repair/replacement of impacted units. • Completion of annual smog check reporting to State of California. • Vehicle acquisition and retirement. • Maintain regulatory compliance oversight for the District's over 100-vehicle fleet. • Administration of the lifecycle of the District's over 100-vehicle fleet. 	
Strategic Plan Projects	Strategic Plan Alignment
Modernize internal processes and enhance automation tools to improve efficiency and safety	3.06 - Support Employee Success

Fleet Services

710

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	3.26	2.50	2.50	3.59	1.09	43.60%
Personnel Expenditures						
Permanent Salaries	443,548	349,103	349,103	590,097	240,994	69.03%
Overtime Salaries	2,719					
Temporary Salaries	21,842					
Payroll Taxes	7,201	4,936	4,936	8,577	3,641	73.76%
Pension Benefits	98,309	67,604	67,604	114,474	46,870	69.33%
FICA Replacement Benefits	10,564	8,622	8,622	12,670	4,048	46.95%
Group Insurance Benefits	60,238	37,056	37,056	75,911	38,855	104.85%
Transportation Subsidy	1,617	2,433	2,433	4,611	2,178	89.52%
Workers' Compensation	1,369	1,156	1,156	1,513	357	30.88%
Discretionary Contribution	35,090	22,151	22,151	34,054	11,903	53.74%
Total Personnel Expenditures	682,497	493,061	493,061	841,907	348,846	70.75%
Services & Supplies Expenditures						
Travel	10,918	50	60,050	10,000	(50,050)	(83.35)%
Training & Education		3,000	3,000	2,000	(1,000)	(33.33)%
Repair & Maintenance	893	28,000	76,731	60,000	(16,731)	(21.80)%
Communications	2,473	1,020	1,020	2,500	1,480	145.10%
Printing & Reproduction	5,152		5,848	5,000	(848)	(14.50)%
Rents & Leases	503,494	870,000	1,170,795	1,500,000	329,205	28.12%
Professional Services		51,000	31,000	50,000	19,000	61.29%
General Insurance		38,500	8,875	39,000	30,125	339.44%
Shop & Field Supplies	31	200	200	200		
Gasoline & Variable Fuel	214,361	470,000	552,456	550,000	(2,456)	(0.44)%
Total Services & Supplies Expenditures	737,322	1,461,770	1,909,975	2,218,700	308,725	16.16%
Capital Expenditures						
Transfer In/Out	(58,775)					
Total Expenditures	1,361,044	1,954,831	2,403,036	3,060,607	657,571	27.36%

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Executive Office

Despite the continuing challenges of the pandemic, the Air District furthered our vision of providing a healthy breathing environment for all Bay Area residents. We continued to address disparities in air quality and health protections by expanding partnerships in historically disadvantaged communities. At the same time, our climate protection work progressed to accelerate electrification and incentivize greenhouse gas reductions by funding cutting-edge technologies.

Under the leadership and direction of the Executive Officer/APCO and the Board of Directors, the Executive Office guides the Bay Area Air District (Air District) in meeting its mission of protecting and improving public health, air quality, and the global climate. To fulfill this mission, the Air District builds its programs and policies on sound science, develops them with technical expertise and rigor, and executes them with quality. Air District programs and policies include both traditional air quality management approaches and new strategies for achieving clean air.

The Air District will continue to implement State and Federal regulations and directives, and will also continue to implement and develop the following key initiatives:

- Clean Air Plan Implementation
- Climate Action Work Program
- Assembly Bill (AB) 617 Implementation
- Wildfire Air Quality Response Program
- Diesel Free by '33 Campaign
- Technology Implementation Office
- Wood Smoke Program and Rule Amendments
- My Air Online Program
- Clean Air Foundation
- Spare the Air Everyday Campaign
- Public Participation Plan Implementation
- Diversity, Equity, and Inclusion Office

The Executive Office is responsible for developing and maintaining strategic partnerships to achieve clean air. These partnerships include but are not limited to collaboration with: community groups, non-profits, peer regional agencies (Metropolitan Transportation Commission, Association of Bay Area Governments & Bay Conservation and Development Commission), regulatory agencies (U.S. Environmental Protection Agency and California Air Resources Board), and associations (California Air Pollution Control Officers Association, Air & Waste Management Association, and National Association of Clean Air Agencies), as well as the State Legislature. These key partnerships will also address regional coordination of climate protection activities, and implementation of State initiatives at the regional level.

Managing Division:	
Executive Office	
Contact Person:	
Vanessa Johnson	
Program Purpose:	
Administration and Direction of Air District Programs.	
Essential Functions	
<ul style="list-style-type: none"> • Implement and oversee key initiatives aligned with strategic goals. • Coordinate legislative agenda development and implementation. • Foster collaboration with staff, stakeholders, and community groups. • Act as a liaison to regional, federal, and state agencies. • Administer the Bay Area Clean Air Foundation. • Monitor compliance and enforce actions. • Maintain operations and processes aligned with the Strategic Plan. 	
Strategic Plan Projects	Strategic Plan Alignment
Dev. of operational plans and bus. processes to execute priorities described in the Strategic Plan	4.10 - Ensure Success 4.11 - Align Resources
Maintain the operations of the Board, incl. all Board, Hearing Board, Cme. and Council mtgs.	1.05 - Enhance Violation Investigations 1.06 - New Enforcement Policy 4.06 - Inspire Action 4.07 - Customer Service 4.11 - Align Resources
Partner w/communities to understand their exp. w/air pollution and the sources of concern	2.01 - Community Partnership
Support the research and work of the Advisory Council	2.11 - Cumulative Health Impacts

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	17.89	22.77	22.77	14.89	(7.88)	(34.61)%
Personnel Expenditures						
Permanent Salaries	4,149,894	4,641,506	4,641,506	2,925,265	(1,716,241)	(36.98)%
Overtime Salaries	24,345	15,000	15,000	15,000		
Temporary Salaries	85,434	95,000	95,000	154,000	59,000	62.11%
Payroll Taxes	65,463	70,798	70,798	44,809	(25,989)	(36.71)%
Pension Benefits	977,479	916,833	916,833	552,328	(364,505)	(39.76)%
FICA Replacement Benefits	96,592	70,142	70,142	52,523	(17,619)	(25.12)%
Group Insurance Benefits	549,987	493,828	493,828	299,059	(194,769)	(39.44)%
Transportation Subsidy	14,600	19,796	19,796	19,115	(681)	(3.44)%
Workers' Compensation	12,806	9,406	9,406	6,271	(3,135)	(33.33)%
Discretionary Contribution	330,144	297,892	297,892	169,358	(128,534)	(43.15)%
Total Personnel Expenditures	6,306,744	6,630,201	6,630,201	4,237,728	(2,392,473)	(36.08)%
Services & Supplies Expenditures						
Travel	23,544	67,000	67,000	67,000		
Training & Education	26,813	34,500	34,500	40,500	6,000	17.39%
Communications	15,789	18,000	18,000	16,500	(1,500)	(8.33)%
Postage		350	350	450	100	28.57%
Printing & Reproduction	1,262	7,000	5,917	2,500	(3,417)	(57.75)%
Rents & Leases	31,540					
Professional Services	1,635,143	2,093,200	2,697,500	2,045,432	(652,068)	(24.17)%
Computer Hardware & Software	4,439	6,200	6,200	6,800	600	9.68%
Stationery & Office Supplies	1,585	3,500	3,500	4,000	500	14.29%
Books & Journals	5,768	1,000	2,083	2,500	417	20.02%
Total Services & Supplies Expenditures	1,745,883	2,230,750	2,835,050	2,185,682	(649,368)	(22.90)%
Capital Expenditures						
Transfer In/Out	(352,669)					
Total Expenditures	7,699,958	8,860,951	9,465,251	6,423,410	(3,041,841)	(32.14)%

Managing Division:	
Executive Office	
Contact Person:	
Vanessa Johnson	
Program Purpose:	
Oversee Activities of the Board of Directors.	
Essential Functions	
<ul style="list-style-type: none"> • Manage meeting logistics and materials for all Board meetings and Committee meetings annually. • Archive Board documents and maintain relevant sections of the Air District website. • Handle Board correspondence, and ensure compliance with financial processes. • Facilitate new member orientation and training, including ethics and bias training. • Oversee Board transitions, including Committee assignments. 	
Strategic Plan Projects	Strategic Plan Alignment
Coordinate Board and Committee Mtgs., incl. Board of Directors Annual Retreat	4.10 - Ensure Success
Coordinate Board and Committees Mtgs., incl. Board of Directors Annual Retreat	4.11 - Align Resources
Coordinate transition to new Chair of the Board of Dir. and update of Board Cme. assignments	4.10 - Ensure Success 4.11 - Align Resources
Facilitate new Board Member orientation and training, incl. Ethics and Bias training.	3.06 - Support Employee Success 4.10 - Ensure Success

	Program Actual	Approved Program Budget	Amended Program Budget	Proposed Program Budget	FTE/Dollar Change	Percent Change
	2024	2025	2025	2026	\$	%
Number of Positions (FTE)	1.39	1.20	1.20	1.18	(0.02)	(1.67)%
Personnel Expenditures						
Permanent Salaries	162,397	146,119	146,119	148,366	2,247	1.54%
Overtime Salaries	2,601					
Temporary Salaries	4,141					
Payroll Taxes	2,591	2,068	2,068	2,115	47	2.27%
Pension Benefits	43,051	29,032	29,032	28,007	(1,025)	(3.53)%
FICA Replacement Benefits	3,977	4,163	4,163	4,167	4	0.10%
Group Insurance Benefits	21,754	21,756	21,756	22,795	1,039	4.78%
Transportation Subsidy	698	1,175	1,175	1,517	342	29.11%
Workers' Compensation	501	558	558	498	(60)	(10.75)%
Discretionary Contribution	12,763	9,235	9,235	8,510	(725)	(7.85)%
Board Stipends	60,632					
Total Personnel Expenditures	315,106	214,106	214,106	215,975	1,869	0.87%
Services & Supplies Expenditures						
Travel	19,409	124,000	103,743	124,000	20,257	19.53%
Training & Education	23,027	23,000	23,000	23,000		
Professional Services	32,067	22,000	42,257	37,000	(5,257)	(12.44)%
Stationery & Office Supplies	3,923					
Books & Journals	833	2,200	2,200	2,500	300	13.64%
Total Services & Supplies Expenditures	79,259	171,200	171,200	186,500	15,300	8.94%
Capital Expenditures						
Total Expenditures	394,365	385,306	385,306	402,475	17,169	4.46%

Managing Division:	
Executive Office	
Contact Person:	
Vanessa Johnson	
Program Purpose:	
Records, documents, and maintains records of actions of the quasi-judicial Hearing Board.	
Essential Functions	
<ul style="list-style-type: none"> • Arrange logistics and maintain the calendar for Hearing Board activities. • Attend hearings and draft orders for review. • Archive records of actions, process fees, and handle follow-up actions. • Provide administrative support, including member reimbursement. • Update website content related to Hearing Board operations. 	
Strategic Plan Projects	Strategic Plan Alignment
Coordinate Hearing Board activities	1.05 - Enhance Violation Investigations 4.05 - Improve Compliance Investigations

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	0.32	0.34	0.34	0.29	(0.05)	(14.71)%
Personnel Expenditures						
Permanent Salaries	39,886	45,730	45,730	38,072	(7,658)	(16.75)%
Overtime Salaries	2,310					
Temporary Salaries	167					
Payroll Taxes	615	646	646	543	(103)	(15.94)%
Pension Benefits	6,585	8,680	8,680	7,030	(1,650)	(19.01)%
FICA Replacement Benefits	863	1,183	1,183	1,015	(168)	(14.20)%
Group Insurance Benefits	5,160	5,243	5,243	4,498	(745)	(14.21)%
Transportation Subsidy	189	334	334	370	36	10.78%
Workers' Compensation	123	159	159	121	(38)	(23.90)%
Discretionary Contribution	3,250	2,898	2,898	2,187	(711)	(24.53)%
Board Stipends	20,250	20,000	20,000		(20,000)	(100.00)%
Total Personnel Expenditures	79,398	84,873	84,873	53,836	(31,037)	(36.57)%
Services & Supplies Expenditures						
Travel	1,827	43,100	43,100	43,000	(100)	(0.23)%
Training & Education	1,578	2,000	2,000	2,500	500	25.00%
Postage	81	100	100	150	50	50.00%
Printing & Reproduction		500	500	700	200	40.00%
Professional Services	484	1,000	1,000	800	(200)	(20.00)%
Total Services & Supplies Expenditures	3,970	46,700	46,700	47,150	450	0.96%
Capital Expenditures						
Total Expenditures	83,368	131,573	131,573	100,986	(30,587)	(23.25)%

Managing Division:	
Executive Office	
Contact Person:	
Vanessa Johnson	
Program Purpose:	
The Advisory Council studies and makes recommendations on specific matters referred from the Board of Directors or the Air Pollution Control Officer. Matters can include technical, social, economic and environmental aspects of air quality issues. The Community Advisory Council will advise the Board of Directors and the Executive Officer on technical, community, health, and policy matters.	
Essential Functions	
<ul style="list-style-type: none"> • Organize logistics and distribute materials for all Advisory meetings. • Archive meeting materials and maintain the Air District's website. • Coordinate member recruitment and process reimbursements. • Support community-focused activities, including equity policies and engagement guidelines. • Assist the Advisory Council with research and policy recommendations. 	
Strategic Plan Projects	Strategic Plan Alignment
Assess current science of cumulative health impacts; make policy recommendations to the Air District	2.11 - Cumulative Health Impacts
Partner with communities to understand their exp. w/air pollution and the sources that concern them	2.01 - Community Partnership
Recommend policy changes to permit programs to reflect current science on cumulative health impacts	4.03 - Consistent Permits

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	0.12	0.07	0.07	0.17	0.10	142.86%
Personnel Expenditures						
Permanent Salaries	13,113	7,719	7,719	20,633	12,914	167.30%
Overtime Salaries	23					
Payroll Taxes	207	108	108	294	186	172.22%
Pension Benefits	2,607	1,591	1,591	3,915	2,324	146.07%
FICA Replacement Benefits	285	254	254	592	338	133.07%
Group Insurance Benefits	1,665	1,124	1,124	2,706	1,582	140.75%
Transportation Subsidy	52	72	72	215	143	198.61%
Workers' Compensation	40	34	34	71	37	108.82%
Discretionary Contribution	1,183	486	486	1,183	697	143.42%
Board Stipends	92,622	147,240	147,240		(147,240)	(100.00)%
Total Personnel Expenditures	111,797	158,628	158,628	29,609	(129,019)	(81.33)%
Services & Supplies Expenditures						
Travel	12,031	45,000	45,000	47,705	2,705	6.01%
Training & Education	521	3,000	3,000	4,000	1,000	33.33%
Professional Services		31,500	31,500	24,500	(7,000)	(22.22)%
Total Services & Supplies Expenditures	12,552	79,500	79,500	76,205	(3,295)	(4.14)%
Capital Expenditures						
Total Expenditures	124,349	238,128	238,128	105,814	(132,314)	(55.56)%

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Finance Division

The Finance Division holds the responsibility for managing the organization's financial resources, ensuring accurate recording, reporting, and auditing of financial transactions in accordance with the standards set by the Governmental Accounting Standards Board (GASB) and Generally Accepted Accounting Principles (GAAP). Its primary objective is to oversee the financial well-being of the agency, ensuring financial stability within established budgetary limits.

Key functions:

- Budget Development & Financial Planning – Prepares and administers the annual budget, forecasts revenue and expenditures, and ensures financial sustainability.
- Accounting & Financial Reporting – Maintains accurate financial records, processes transactions, and prepares financial statements in compliance with regulatory standards.
- Procurement & Contract Management – Oversees purchasing, vendor contracts, and ensures compliance with procurement policies and regulations.
- Grants & Revenue Management – Administers grant funding, monitors financial performance, and ensures proper use of funds for air quality programs.
- Payroll & Accounts Payable/Receivable – Manages payroll processing, vendor payments, and revenue collections to support financial operations.
- Internal Controls & Audit Compliance – Implements financial controls, conducts audits, and ensures adherence to financial policies and procedures.

Managing Division:	
Finance Division	
Contact Person:	
Jun Pan	
Program Purpose:	
<p>The Payroll Program is dedicated to ensuring accurate and timely compensation for all District employees. This program is responsible for administering every aspect of the payroll process, including calculating and processing employee salaries, managing leave accruals, and overseeing deductions for taxes, retirement contributions, and other withholdings. The Payroll Program also provides support for resolving payroll-related inquiries, maintains accurate payroll records, and collaborates with the Human Resources Office to ensure alignment with the District's policies and financial objectives.</p>	
Essential Functions	
<ul style="list-style-type: none"> • Ensure accurate and timely processing of employee wages, including tax withholdings, deductions, and direct deposits, in compliance with all applicable laws and regulations. • Generate payroll reports and analyses to support management decisions, budget planning, audits, and compliance reviews. • Maintain accurate payroll records, ensure compliance with labor laws and payroll regulations, and prepare documentation for audits and reporting requirements. • Manage benefit deductions such as health insurance, retirement plans, and flexible spending accounts. • Prepare and file payroll tax reports (e.g., W-2s, 1099s, quarterly tax filings). • Provide training on payroll processes, ensure staff awareness of compliance requirements, and stay updated on changes to laws, regulations, and payroll systems. • Track employee leave accruals, usage, and balances (e.g., sick leave, vacation, PTO). 	
Strategic Plan Projects	Strategic Plan Alignment
Enhance Position Control: Transition DayForce payroll to position-based system	4.07 - Customer Service
Ensure Payroll Compliance: Conduct independent review of payroll procedures	4.07 - Customer Service
Improve Employee Experience: Deploy additional DayForce functionality	4.07 - Customer Service

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	2.31	2.32	2.32	4.54	2.22	95.69%
Personnel Expenditures						
Permanent Salaries	342,781	366,022	366,022	733,469	367,447	100.39%
Overtime Salaries	3,757			5,000	5,000	
Temporary Salaries	80,572					
Payroll Taxes	6,210	5,207	5,207	10,589	5,382	103.36%
Pension Benefits	90,293	74,323	74,323	140,390	66,067	88.89%
FICA Replacement Benefits	8,755	7,990	7,990	16,015	8,025	100.44%
Group Insurance Benefits	53,331	68,658	68,658	132,847	64,189	93.49%
Transportation Subsidy	1,460	2,255	2,255	5,829	3,574	158.49%
Workers' Compensation	1,058	1,071	1,071	1,912	841	78.52%
Discretionary Contribution	29,529	23,294	23,294	42,314	19,020	81.65%
Total Personnel Expenditures	617,746	548,820	548,820	1,088,365	539,545	98.31%
Services & Supplies Expenditures						
Travel	3,169	3,100	5,100	5,750	650	12.75%
Training & Education	2,450	4,065	5,065	9,450	4,385	86.57%
Professional Services	162,310	377,250	392,700	477,200	84,500	21.52%
Total Services & Supplies Expenditures	167,929	384,415	402,865	492,400	89,535	22.22%
Capital Expenditures						
Transfer In/Out	(53,379)					
Total Expenditures	732,296	933,235	951,685	1,580,765	629,080	66.10%

Managing Division:	
Finance Division	
Contact Person:	
Jun Pan	
Program Purpose:	
<p>The Finance/Accounting Program oversees the Air District's fiscal stewardship and ensures financial accountability. Its responsibilities include managing accounting operations, processing vendor payments, handling permit fee receipts, overseeing asset management, and overseeing financial audits and reporting. Additionally, this Program prepares the annual budget, prepares annual financial statements, performs cost recovery analyses, and manages financial reporting for all federal and state grants.</p>	
Essential Functions	
<ul style="list-style-type: none"> • Compiles and prepares the annual Air District's budget • Conduct and compile the annual cost recovery analysis. • Prepare quarterly comparison statements for the Finance and Administration Committee presentation. • Prepare for the annual audit of the District's financial records. • Prepared financial reports and analysis for stakeholders • Receives and process permit, property tax, and grant revenues • Process vendor invoices and issue payments 	
Strategic Plan Projects	Strategic Plan Alignment
Enhance Financial Performance Metrics to ensure alignment with Strategic Plan Goals	4.12 - Report Progress
Enhance Financial Transactions: Implement ACH payment option for customers and employees	4.07 - Customer Service
Optimize Fund Distribution: Payment and reporting of community-directed penalty funds	2.08 - Community-Directed Funds
Resource Optimization Support: Assist in evaluating cost containment and recovery strategies	4.11 - Align Resources
Streamline Financial Records Management: Digitize and index financial records	4.10 - Ensure Success

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	15.04	15.66	15.66	14.69	(0.97)	(6.19)%
Personnel Expenditures						
Permanent Salaries	2,118,329	2,333,032	2,333,046	2,246,340	(86,706)	(3.72)%
Overtime Salaries	5,261	6,000	6,000	5,000	(1,000)	(16.67)%
Temporary Salaries	14,794	80,000	80,000		(80,000)	(100.00)%
Payroll Taxes	32,874	33,354	33,354	32,461	(893)	(2.68)%
Pension Benefits	441,817	462,028	462,028	429,507	(32,521)	(7.04)%
FICA Replacement Benefits	47,801	53,922	53,922	51,827	(2,095)	(3.89)%
Group Insurance Benefits	274,316	394,736	394,736	386,623	(8,113)	(2.06)%
Transportation Subsidy	8,498	15,219	15,219	18,862	3,643	23.94%
Workers' Compensation	6,537	7,248	7,248	6,188	(1,060)	(14.62)%
Discretionary Contribution	168,985	148,453	148,453	129,445	(19,008)	(12.80)%
Total Personnel Expenditures	3,119,212	3,533,992	3,534,006	3,306,253	(227,753)	(6.44)%
Services & Supplies Expenditures						
Travel	4,467	11,625	14,625	10,300	(4,325)	(29.57)%
Training & Education	9,771	36,500	30,500	26,750	(3,750)	(12.30)%
Printing & Reproduction	6,176	6,650	6,650	8,300	1,650	24.81%
Professional Services	623,007	680,323	456,168	455,719	(449)	(0.10)%
Computer Hardware & Software	199	3,000	3,000	2,500	(500)	(16.67)%
Stationery & Office Supplies	647	1,000	1,000	1,800	800	80.00%
Minor Office Equipment		800	800		(800)	(100.00)%
Total Services & Supplies Expenditures	644,267	739,898	512,743	505,369	(7,374)	(1.44)%
Capital Expenditures						
Transfer In/Out	(241,029)					
Total Expenditures	3,522,450	4,273,890	4,046,749	3,811,622	(235,127)	(5.81)%

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Human Resources Division

The Human Resources Division is responsible for developing, implementing, and managing personnel policies and programs that support the organization's workforce. HR ensures compliance with labor laws and regulations while fostering a work environment that promotes employee engagement, equity, and professional growth.

Key Responsibilities:

- Talent Acquisition & Workforce Planning – Recruitment, selection, and onboarding processes to attract and retain a skilled and diverse workforce.
- Compensation & Benefits Administration – Managing competitive salary structures, benefits programs, and compliance with applicable labor agreements.
- Employee Relations & Labor Negotiations – Facilitating positive employee relations, managing grievances, and negotiating collective bargaining agreements.
- Training & Development – Providing professional development opportunities, leadership training, and employee performance management.
- HR Compliance & Risk Management – Ensuring adherence to federal, state, and local employment laws, workplace safety regulations, and equal employment opportunity (EEO) guidelines.
- Diversity, Equity & Inclusion (DEI) Initiatives – Promoting diversity and fostering an inclusive organizational culture.

Managing Division:	
Human Resources Division	
Contact Person:	
Judy Yu	
Program Purpose:	
Administer benefits, workers' compensation, and safety programs for District employees.	
Essential Functions	
<ul style="list-style-type: none"> • Administer benefits for employees and retirees in compliance with policies and procedures. • Administer health, dental, vision, life and long term disability plans. • Administer retirement and pension plans. • Administer flexible spending accounts, employee assistance program, and transit subsidy. • Administer onboarding and separation. • Maintain human resources information systems. • Administer leave program. • Administer worker's compensation, safety, and ergonomics program. • Conduct a variety of benefits, safety, and special trainings and events. • Administer requirements for fitness medical examinations. 	
Strategic Plan Projects	Strategic Plan Alignment
Re-vamp onboarding program and conduct quarterly orientations	3.06 - Support Employee Success

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	1.58	1.70	1.70	2.23	0.53	31.18%
Personnel Expenditures						
Permanent Salaries	223,402	263,321	263,321	338,706	75,385	28.63%
Overtime Salaries	12,206	8,000	8,000		(8,000)	(100.00)%
Temporary Salaries	68,180	100,000	100,000		(100,000)	(100.00)%
Payroll Taxes	409,428	3,733	3,733	4,849	1,116	29.90%
Pension Benefits	65,317	50,796	50,796	62,575	11,779	23.19%
FICA Replacement Benefits	6,183	5,854	5,854	7,880	2,026	34.61%
Group Insurance Benefits	3,386,228	3,623,278	3,623,278	3,767,323	144,045	3.98%
Transportation Subsidy	1,019	1,652	1,652	2,868	1,216	73.61%
Workers' Compensation	(165,960)	785	785	941	156	19.87%
Discretionary Contribution	22,560	16,751	16,751	19,514	2,763	16.49%
Total Personnel Expenditures	4,028,563	4,074,170	4,074,170	4,204,656	130,486	3.20%
Services & Supplies Expenditures						
Travel	8,007	8,500	8,500	10,000	1,500	17.65%
Training & Education	8,153	55,000	55,000	35,000	(20,000)	(36.36)%
Professional Services	96,275	145,000	171,787	150,000	(21,787)	(12.68)%
Shop & Field Supplies	17,703	35,000	36,838	35,000	(1,838)	(4.99)%
Total Services & Supplies Expenditures	130,138	243,500	272,125	230,000	(42,125)	(15.48)%
Capital Expenditures						
Transfer In/Out	(348,246)					
Total Expenditures	3,810,455	4,317,670	4,346,295	4,434,656	88,361	2.03%

Managing Division:	
Human Resources Division	
Contact Person:	
Judy Yu	
Program Purpose:	
Provide appropriate workplace learning and organization development to increase organizational effectiveness and results through training and development activities. Administer wellness events and activities to increase the well-being of the employees.	
Essential Functions	
<ul style="list-style-type: none"> • Provide District-wide and Division-specific trainings. • Develop leadership development program and mentorship program as part of overall succession planning. • Provide Ethics, Harassment Prevention, and any required compliance trainings. • Provide coaching and development support to management and staff as needed. • Administer the performance evaluation program. • Administer the educational reimbursement and loan program. • Coordinate and implement the various wellness activities and events. • Coordinate the employee viewpoint survey. • Monitor and comply with federal, state, and local regulations related to training. • Administer Form 700. 	
Strategic Plan Projects	Strategic Plan Alignment
Create a Catalog of existing Air District's Training	3.06 - Support Employee Success
Increase Air District employee, Board, and Advisory Committee knowledge of environmental justice	3.04 - Environmental Justice Expertise
Increase mentorship participation rates	3.06 - Support Employee Success
Launch an Employee Development Program	3.06 - Support Employee Success
Learning and development plan/ organizational development	4.07 - Customer Service
Roll out individual development plans	4.07 - Customer Service
Supervisor Learning Academy	3.06 - Support Employee Success

	Program Actual	Approved Program Budget	Amended Program Budget	Proposed Program Budget	FTE/Dollar Change	Percent Change
	2024	2025	2025	2026	\$	%
Number of Positions (FTE)	2.10	2.84	2.84	2.34	(0.50)	(17.61)%
Personnel Expenditures						
Permanent Salaries	308,630	393,968	393,968	378,139	(15,829)	(4.02)%
Overtime Salaries	10,998	5,000	5,000		(5,000)	(100.00)%
Payroll Taxes	4,833	5,574	5,574	5,514	(60)	(1.08)%
Pension Benefits	65,761	76,193	76,193	68,946	(7,247)	(9.51)%
FICA Replacement Benefits	6,591	9,792	9,792	8,252	(1,540)	(15.73)%
Group Insurance Benefits	40,004	64,850	64,850	53,264	(11,586)	(17.87)%
Transportation Subsidy	1,172	2,764	2,764	3,003	239	8.65%
Workers' Compensation	952	1,313	1,313	985	(328)	(24.98)%
Discretionary Contribution	22,174	24,994	24,994	21,815	(3,179)	(12.72)%
Total Personnel Expenditures	461,115	584,448	584,448	539,918	(44,530)	(7.62)%
Services & Supplies Expenditures						
Travel	1,206	4,300	4,300	5,000	700	16.28%
Training & Education	181,761	385,000	686,250	285,000	(401,250)	(58.47)%
Professional Services	87,388	350,000	369,500	200,000	(169,500)	(45.87)%
Total Services & Supplies Expenditures	270,355	739,300	1,060,050	490,000	(570,050)	(53.78)%
Capital Expenditures						
Transfer In/Out	(38,450)					
Total Expenditures	693,020	1,323,748	1,644,498	1,029,918	(614,580)	(37.37)%

Managing Division:	
Human Resources Division	
Contact Person:	
Judy Yu	
Program Purpose:	
Provide management and staff support in the area of employment relations.	
Essential Functions	
<ul style="list-style-type: none"> • Administer, interpret, and implement the Memorandum of Understanding (MOU) and Personnel Policies and Procedures of the Administrative Code. • Provide management and staff consultation. • Meet and negotiate with Employee Association on appropriate subjects. • Administer EEO Policy. • Provide support of grievance/arbitration processes. • Maintain accurate employment records. • Provide discipline counseling. • Monitor and comply with federal, state, and local regulations related to labor. 	
Strategic Plan Projects	Strategic Plan Alignment

Employment Relations

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	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	2.01	2.97	2.97	1.83	(1.14)	(38.38)%
Number of Positions (LTCE)				1.00	1.00	
Personnel Expenditures						
Permanent Salaries	332,925	603,726	603,726	503,933	(99,793)	(16.53)%
Overtime Salaries	1,628	5,000	5,000		(5,000)	(100.00)%
Temporary Salaries		100,000	100,000		(100,000)	(100.00)%
Payroll Taxes	5,251	8,794	8,794	7,365	(1,429)	(16.25)%
Pension Benefits	109,103	119,448	119,448	93,916	(25,532)	(21.37)%
FICA Replacement Benefits	7,213	10,266	10,266	9,981	(285)	(2.78)%
Group Insurance Benefits	44,055	71,401	71,401	55,215	(16,186)	(22.67)%
Transportation Subsidy	1,189	2,897	2,897	3,633	736	25.41%
Workers' Compensation	1,027	1,377	1,377	1,192	(185)	(13.44)%
Discretionary Contribution	27,592	38,612	38,612	29,126	(9,486)	(24.57)%
Total Personnel Expenditures	529,983	961,521	961,521	704,361	(257,160)	(26.75)%
Services & Supplies Expenditures						
Travel		9,000	9,000	12,000	3,000	33.33%
Training & Education	4,866	11,000	13,750	11,000	(2,750)	(20.00)%
Professional Services	312,169	522,000	724,363	532,000	(192,363)	(26.56)%
Total Services & Supplies Expenditures	317,035	542,000	747,113	555,000	(192,113)	(25.71)%
Capital Expenditures						
Transfer In/Out	(45,814)					
Total Expenditures	801,204	1,503,521	1,708,634	1,259,361	(449,273)	(26.29)%

Managing Division:	
Human Resources Division	
Contact Person:	
Judy Yu	
Program Purpose:	
Administer a merit based recruitment and selection process for external and internal candidates to fill vacant positions.	
Essential Functions	
<ul style="list-style-type: none"> • Conduct merit-based testing and incorporate diversity, equity, and inclusion as part of the process. • Advertise and outreach vacant positions in various mediums to diversify applicant pool. • Work with hiring managers to determine recruitment strategies. • Perform background checks, reference checks, DMV checks and physical abilities checks. • Participate in local, state and federal job fairs and similar outreach activities. • Contract professional services for specialized executive management recruitments. • Maintain online applicant tracking system. • Monitor and comply with federal, state, and local regulations related to testing • Conduct District-wide classification and compensation study. • Utilize various recruitment tools to streamline and conform with best hiring practices 	
Strategic Plan Projects	Strategic Plan Alignment
Develop a Pathway to Permanency Program	3.01 - A Diverse Workforce
Environmental Justice Law Fellowship	3.04 - Environmental Justice Expertise
Establish an Environmental Justice Scholarship program	3.01 - A Diverse Workforce
Integrate Diversity Awareness into Hiring Process	3.01 - A Diverse Workforce
Refine current Internship Program with DEI lens	3.01 - A Diverse Workforce

Recruitment & Testing

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	Program Actual	Approved Program Budget	Amended Program Budget	Proposed Program Budget	FTE/Dollar Change	Percent Change
	2024	2025	2025	2026	\$	%
Number of Positions (FTE)	3.20	4.12	4.12	4.78	0.66	16.02%
Personnel Expenditures						
Permanent Salaries	489,149	637,576	637,576	756,329	118,753	18.63%
Overtime Salaries	10,278	10,000	10,000		(10,000)	(100.00)%
Temporary Salaries	145,056	100,000	100,000	100,000		
Payroll Taxes	8,911	9,037	9,037	10,797	1,760	19.48%
Pension Benefits	113,493	128,701	128,701	145,666	16,965	13.18%
FICA Replacement Benefits	13,079	14,198	14,198	16,863	2,665	18.77%
Group Insurance Benefits	76,246	71,698	71,698	99,636	27,938	38.97%
Transportation Subsidy	1,970	4,007	4,007	6,137	2,130	53.16%
Workers' Compensation	1,509	1,904	1,904	2,013	109	5.72%
Discretionary Contribution	47,266	40,557	40,557	43,614	3,057	7.54%
Total Personnel Expenditures	906,957	1,017,678	1,017,678	1,181,055	163,377	16.05%
Services & Supplies Expenditures						
Travel	6,780	8,500	8,500	10,000	1,500	17.65%
Training & Education	4,681	12,000	12,000	12,000		
Communications	63,590	50,000	50,550	60,000	9,450	18.69%
Professional Services	176,629	85,000	468,613	100,000	(368,613)	(78.66)%
Total Services & Supplies Expenditures	251,680	155,500	539,663	182,000	(357,663)	(66.28)%
Capital Expenditures						
Transfer In/Out	(78,307)					
Total Expenditures	1,080,330	1,173,178	1,557,341	1,363,055	(194,286)	(12.48)%

SERVICE AREA - GENERAL COUNSEL

Legal Division

The Legal Division, headed by the General Counsel, manages all of the Air District's legal affairs, providing legal advice, counseling and representation to the Board of Directors and its Committees, the Executive Officer/APCO, Air District staff, and the Advisory Council and Community Advisory Council in the execution of their respective statutory mandates and responsibilities.

The Legal Division's most prominent publicly visible role is in prosecuting enforcement cases to hold regulated entities accountable when they violate air quality regulations. The Air District's attorneys pursue financial penalties for violations referred by the Compliance and Enforcement Division, and in cases with ongoing violations, obtain orders from the Air District's independent Hearing Board and/or the California courts requiring the violator to come into compliance or shut down. The Legal Division regularly partners with other enforcement agencies such as the California Attorney General and local District Attorneys to bring appropriate litigation resources to bear, and it also has outside litigation firms on call if needed for bigger cases. The Legal Division also has a team of three small-claims case specialists who address more minor violations by smaller companies, which are prosecuted in small claims court if the violator refuses to pay their fine voluntarily.

The Legal Division also manages all litigation involving the Air District. In some cases this work is handled in-house by the Legal Division's attorneys, and in some cases the Legal Division manages representation by outside counsel where specialized expertise or additional litigation resources are required. The Legal Division also joins in coalitions with the California Attorney General, the California Air Resources Board, and others in challenging illegal rollbacks of air quality and climate protections, such as the denial of California's Clean Air Act "waiver" authorizing more stringent tailpipe standards for motor vehicles than the federal baseline.

In addition to litigation, the Legal Division plays an equally important role in advising the Board of Directors, the Executive Officer/APCO, and Air District staff on compliance with the myriad legal requirements that govern the agency's various program areas, including rulemaking, permitting, planning, grants and incentives, and AB 617 implementation, among others. Close engagement on legal compliance and risk management strategies is the best way to avoid litigation, and to put the Air District in the best position to prevail in the event litigation does arise.

The Legal Division also supports all of the Air District's business functions, including advising on personnel and human resources issues, drafting and reviewing contracts, handling insurance, tax, and real estate issues, and counseling on labor negotiations – either directly or through managing specialized outside counsel on specific issues. The Legal Division similarly provides counsel on important public agency legal requirements such as the Ralph M. Brown open meetings act, government ethics laws, and the California Public Records Act. The Air District's Public Records Coordinator resides within the Legal Division.

This fiscal year, the Legal Division's main focus will be on implementation of the Air District's Strategic Plan. Highlights include a new Enforcement Policy that incorporates environmental justice principles, and reflects community voices, experiences and perspectives, to ensure that we hold violators accountable to the maximum extent authorized by law; enhanced permitting approaches to ensure that the Air District is compliant with civil rights laws when it issues air permits; and the launch of an Environmental Justice Law Fellowship Program to provide new attorneys with experience in the Air District's equity and Environmental Justice work. The Air District's attorneys will also provide legal support to agency staff in all other areas of Strategic Plan implementation, as highlighted throughout this budget document.

Managing Division:	
Legal Division	
Contact Person:	
Carrie Schilling	
Program Purpose:	
To advise, counsel and assist the Board of Directors, the Advisory Council and Community Advisory Council, and the Executive Officer/APCO and Air District staff on all legal matters related to the Air District's clean air mission and operations.	
Essential Functions	
<ul style="list-style-type: none"> • Staff all meetings of the Board of Directors, Board Committee, Advisory Council, and Community Advisory Council and provide legal advice and direction, as necessary, at such meetings. • Draft all necessary resolutions for adoption by the Board of Directors. • Provide all legal opinions, reports and correspondence requested by the Board of Directors, the Advisory Council, the Community Advisory Council, and the Executive Officer/APCO. • Review and comment on all legislative proposals affecting the Air District. • Provide legal advice and review of all rule adoptions and amendments including CEQA analysis. • Staff all meetings with District staff, members of the public, representatives of other public agencies, environmental groups, industry, the press and legislative representatives involving District permitting, rule development, and enforcement. • Provide legal advice, direction and contract drafting to support administration of grants and incentive programs. • Advise and assist the Executive Officer/APCO and Air District staff in legal matters involving contracts, the Public Records Act, conflicts of interest, leases and copyrights. • Advise Air District staff and the Board of Directors on all issues related to the Federal Clean Air Act, California Health & Safety Code authorities, and associated State and Federal regulations. • Provide all staff support functions associated with the above activities. 	
Strategic Plan Projects	Strategic Plan Alignment
Develop program to hold regular community meetings to discuss compliance and enforcement activities	2.06 - Talk With Communities
Launch Environmental Justice Law Fellowship Program	3.01 - A Diverse Workforce 3.02 - Be Welcoming and Inclusive 3.04 - Environmental Justice Expertise
Support the Engineering Division and Civil Rights Office to ensure compliance with civil rights law	2.10 - Civil Rights Laws

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	6.47	8.45	8.45	7.43	(1.02)	(12.07)%
Personnel Expenditures						
Permanent Salaries	1,385,172	1,799,943	1,799,943	1,614,854	(185,089)	(10.28)%
Overtime Salaries	830	1,000	1,000		(1,000)	(100.00)%
Temporary Salaries	32,640	195,000	195,000	195,000		
Payroll Taxes	21,762	26,757	26,757	25,157	(1,600)	(5.98)%
Pension Benefits	339,917	357,486	357,486	305,615	(51,871)	(14.51)%
FICA Replacement Benefits	31,002	29,088	29,088	26,212	(2,876)	(9.89)%
Group Insurance Benefits	183,236	178,539	178,539	156,680	(21,859)	(12.24)%
Transportation Subsidy	4,942	8,209	8,209	9,540	1,331	16.21%
Workers' Compensation	4,274	3,901	3,901	3,130	(771)	(19.76)%
Discretionary Contribution	113,716	115,218	115,218	93,639	(21,579)	(18.73)%
Total Personnel Expenditures	2,117,491	2,715,141	2,715,141	2,429,827	(285,314)	(10.51)%
Services & Supplies Expenditures						
Travel	3,531	4,500	7,675	5,750	(1,925)	(25.08)%
Training & Education	2,606	6,500	3,512	20,300	16,788	478.02%
Communications	1,124	1,500	1,500	900	(600)	(40.00)%
Postage	57			100	100	
Professional Services	265,608	312,000	722,134	222,000	(500,134)	(69.26)%
Stationery & Office Supplies	124	1,400	3,400	1,600	(1,800)	(52.94)%
Books & Journals	70,263	130,000	136,750	145,000	8,250	6.03%
Total Services & Supplies Expenditures	343,313	455,900	874,971	395,650	(479,321)	(54.78)%
Capital Expenditures						
Transfer In/Out	(149,218)					
Total Expenditures	2,311,586	3,171,041	3,590,112	2,825,477	(764,635)	(21.30)%

Managing Division:	
Legal Division	
Contact Person:	
Alexandra Kamel	
Program Purpose:	
To represent the APCO in all proceedings involving variances, orders of abatement, and permit appeals before the Air District's Hearing Board.	
Essential Functions	
<ul style="list-style-type: none"> • Review and advise Air District staff regarding the legal and factual sufficiency of variance requests. • Prepare and/or review all required written correspondence, pleadings and orders. • Represent the Air District in all Hearing Board matters, including preparing all written submissions for these cases. • Prepare Air District witnesses for hearings. • Provide staff support functions associated with the above activities. 	
Strategic Plan Projects	Strategic Plan Alignment
Develop Enforcement Policy to seek Hearing Board abatement orders against recalcitrant violators	1.06 - New Enforcement Policy

	Program Actual	Approved Program Budget	Amended Program Budget	Proposed Program Budget	FTE/Dollar Change	Percent Change
	2024	2025	2025	2026	\$	%
Number of Positions (FTE)	0.32	0.15	0.15	0.14	(0.01)	(6.67)%
Personnel Expenditures						
Permanent Salaries	71,382	39,246	39,246	33,902	(5,344)	(13.62)%
Overtime Salaries	142					
Payroll Taxes	1,098	623	623	517	(106)	(17.01)%
Pension Benefits	9,515	7,500	7,500	6,969	(531)	(7.08)%
FICA Replacement Benefits	1,661	533	533	509	(24)	(4.50)%
Group Insurance Benefits	9,175	2,243	2,243	2,171	(72)	(3.21)%
Transportation Subsidy	191	150	150	185	35	23.33%
Workers' Compensation	220	71	71	61	(10)	(14.08)%
Discretionary Contribution	6,417	2,519	2,519	1,968	(551)	(21.87)%
Total Personnel Expenditures	99,801	52,885	52,885	46,282	(6,603)	(12.49)%
Services & Supplies Expenditures						
Capital Expenditures						
Total Expenditures	99,801	52,885	52,885	46,282	(6,603)	(12.49)%

Managing Division:	
Legal Division	
Contact Person:	
Alexandra Kamel	
Program Purpose:	
To hold those who violate Air District regulations accountable by assessing monetary penalties as provided for in the California Health and Safety Code, by pursuing injunctive relief to address any ongoing noncompliance, by removing any economic benefit gained from the noncompliance, and by providing an effective deterrence against future violations.	
Essential Functions	
<ul style="list-style-type: none"> • Administer Mutual Settlement Program. • Pursue Small Claims Court actions to collect civil penalties. • Provide full time clerical staff support for this program. • Prepare witnesses and documentary evidence for administrative hearings and civil litigation associated with actions to recover civil penalties. • Meet and confer with District staff and defendants to discuss settlement or to advance litigation. • Represent the District in all court hearings, settlement conferences and civil discovery. • Coordinate the referral of cases for civil and criminal prosecution to District Attorney offices and other agencies with jurisdiction over air quality issues. • Prepare all correspondence and prepare and file all pleadings in civil and administrative actions. • Settle or pursue enforcement actions on all Notices of Violation (NOVs). 	
Strategic Plan Projects	Strategic Plan Alignment
Develop Enforcement Policy with environmental justice principles and community input for enforcement	1.06 - New Enforcement Policy
Develop enhanced investigation report, guidelines, and training materials to improve enforcement	1.05 - Enhance Violation Investigations

Legal Enforcement & Penalty Assessment

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	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	7.26	6.96	6.96	9.76	2.80	40.23%
Personnel Expenditures						
Permanent Salaries	1,409,555	1,453,984	1,453,984	2,045,038	591,054	40.65%
Temporary Salaries	33,838	58,286	58,286		(58,286)	(100.00)%
Payroll Taxes	21,780	21,504	21,504	31,022	9,518	44.26%
Pension Benefits	239,696	293,519	293,519	387,272	93,753	31.94%
FICA Replacement Benefits	32,042	23,937	23,937	34,416	10,479	43.78%
Group Insurance Benefits	182,104	119,899	119,899	197,208	77,309	64.48%
Transportation Subsidy	4,957	6,756	6,756	12,526	5,770	85.41%
Workers' Compensation	4,350	3,210	3,210	4,109	899	28.01%
Discretionary Contribution	107,621	93,043	93,043	118,519	25,476	27.38%
Total Personnel Expenditures	2,035,943	2,074,138	2,074,138	2,830,110	755,972	36.45%
Services & Supplies Expenditures						
Travel		2,300	2,300		(2,300)	(100.00)%
Professional Services		75,000	75,000	225,000	150,000	200.00%
Total Services & Supplies Expenditures		77,300	77,300	225,000	147,700	191.07%
Capital Expenditures						
Total Expenditures	2,035,943	2,151,438	2,151,438	3,055,110	903,672	42.00%

Managing Division:	
Legal Division	
Contact Person:	
Carrie Schilling	
Program Purpose:	
To represent and oversee Air District representation in litigation in State and Federal courts.	
Essential Functions	
<ul style="list-style-type: none"> • Represent Air District in State court actions. • Represent Air District in Federal court actions. • Provide litigation status reports to Air District Board of Directors. • Legal research for litigation matters. • Monitor and direct activities of outside counsel in general litigation and specialized legal areas such as labor law, employment law and tort actions. • Provide clerical support for litigation matters. 	
Strategic Plan Projects	Strategic Plan Alignment
Maintain a bench of qualified outside counsel to assist with litigation for major violations	1.06 - New Enforcement Policy
Work with CARB/AG/DAs and others to ensure appropriate enforcement resources for major violations	1.06 - New Enforcement Policy

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	0.61	1.09	1.09	0.84	(0.25)	(22.94)%
Personnel Expenditures						
Permanent Salaries	144,645	183,732	183,732	171,950	(11,782)	(6.41)%
Temporary Salaries	1,837					
Payroll Taxes	2,256	2,691	2,691	2,677	(14)	(0.52)%
Pension Benefits	20,241	37,849	37,849	33,771	(4,078)	(10.77)%
FICA Replacement Benefits	3,143	3,786	3,786	2,953	(833)	(22.00)%
Group Insurance Benefits	18,020	16,417	16,417	17,827	1,410	8.59%
Transportation Subsidy	420	1,068	1,068	1,075	7	0.66%
Workers' Compensation	446	508	508	353	(155)	(30.51)%
Discretionary Contribution	12,249	11,707	11,707	9,962	(1,745)	(14.91)%
Total Personnel Expenditures	203,257	257,758	257,758	240,568	(17,190)	(6.67)%
Services & Supplies Expenditures						
Travel	300	100	100	100		
Postage	26	100	100	100		
Professional Services	271,770	205,000	1,216,940	157,000	(1,059,940)	(87.10)%
Books & Journals		7,000	7,000	7,000		
Minor Office Equipment		1,000	1,000	1,000		
Total Services & Supplies Expenditures	272,096	213,200	1,225,140	165,200	(1,059,940)	(86.52)%
Capital Expenditures						
Total Expenditures	475,353	470,958	1,482,898	405,768	(1,077,130)	(72.64)%

SERVICE AREA – INFORMATION MANAGEMENT

Enterprise Technology Solutions Division

The Systems Development team supports five major objectives for the Air District. The first objective is to modernize permitting, compliance, and enforcement systems through business process improvement to enhance efficiency and effectiveness. The second objective is to maintain a secure, reliable, and accessible public web presence, including proactive digital notifications, equity through access to information, 508 compliance, and language translation services to meet diverse community needs. The third objective focuses on creating and supporting a seamless digital payment experience for customers, driving online adoption, enhancing business continuity, and expanding capabilities to incorporate outbound digital payments. The fourth objective involves providing support and governance for low-code and no-code platforms, empowering business users with agile development tools while ensuring security, compliance, and alignment with the District's IT standards. Lastly, the team is responsible for managing records and supporting Public Records Act (PRA) compliance through IT systems. This includes ensuring the retention, accessibility, and secure management of records to meet legal and regulatory obligations while supporting transparency and responsiveness to public records requests.

Managing Division:	
Enterprise Technology Solutions Division	
Contact Person:	
Joy Chen	
Program Purpose:	
This program provides software design, development, implementation, cloud infrastructure support and professional services coordination for the Online Permitting & Compliance System.	
Essential Functions	
<ul style="list-style-type: none"> • Software Development • Business Analysis • Software Testing and QA 	
Strategic Plan Projects	Strategic Plan Alignment
Community Benefit Program IT Improvements	2.08 - Community-Directed Funds 4.10 - Ensure Success
Electronic Tool for Community Air Monitoring	1.01 - Change Approach to Air Quality 2.01 - Community Partnership
Enhanced Facility Data Tools	2.03 - Make Data Accessible 4.01 - Timely Permits
Financial System and JDE Upgrades	4.10 - Ensure Success
New Grants Management System	2.01 - Community Partnership 4.10 - Ensure Success
Permitting Reporting and Tracking Enhancements	4.01 - Timely Permits 4.03 - Consistent Permits

Software Development and Maintenance

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	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	7.61	6.40	6.40	11.39	4.99	77.97%
Number of Positions (LTCE)				1.00	1.00	
Personnel Expenditures						
Permanent Salaries	1,373,021	1,185,106	1,185,106	2,241,178	1,056,072	89.11%
Overtime Salaries	4,553					
Temporary Salaries	170,680					
Payroll Taxes	21,190	17,083	17,083	32,492	15,409	90.20%
Pension Benefits	274,481	238,119	238,119	434,796	196,677	82.60%
FICA Replacement Benefits	31,386	22,042	22,042	43,694	21,652	98.23%
Group Insurance Benefits	181,828	131,058	131,058	256,454	125,396	95.68%
Transportation Subsidy	4,909	6,221	6,221	15,902	9,681	155.62%
Workers' Compensation	4,237	2,956	2,956	5,217	2,261	76.49%
Discretionary Contribution	103,595	75,671	75,671	129,571	53,900	71.23%
Total Personnel Expenditures	2,169,880	1,678,256	1,678,256	3,159,304	1,481,048	88.25%
Services & Supplies Expenditures						
Travel	515	13,000	13,000	13,000		
Training & Education		16,000	16,000	16,000		
Communications	3,309	2,777	2,777	2,777		
Professional Services		166,000	329,000	166,000	(163,000)	(49.54)%
Computer Hardware & Software	677	104,000	231,500	104,000	(127,500)	(55.08)%
Total Services & Supplies Expenditures	4,501	301,777	592,277	301,777	(290,500)	(49.05)%
Capital Expenditures						
Computer & Network	3,729,997	3,600,000	5,313,375	3,600,000	(1,713,375)	(32.25)%
Total Capital Expenditures	3,729,997	3,600,000	5,313,375	3,600,000	(1,713,375)	(32.25)%
Total Expenditures	5,904,378	5,580,033	7,583,908	7,061,081	(522,827)	(6.89)%

Managing Division:	
Enterprise Technology Solutions Division	
Contact Person:	
Anja Page	
Program Purpose:	
This program supports and maintains the agency's online presence providing the public with 24/7 access to information about air quality.	
Essential Functions	
<ul style="list-style-type: none"> • Collaborate on efforts to increase multilingual translation, accessibility, and legal compliance for Air District websites • Support, assist, and train Division Content Editors in the use of the web content management system • Ensure content meets grammatical conventions, reading-level standards, and consistency requirements • Develop, test, and implement new features and website components while providing technical support for online services • Maintain and manage website systems with ongoing upgrades and improvements • Monitor visitor usage through statistics and logs to inform priorities and decisions on feature development • Document website processes, issue resolution, and functionality 	
Strategic Plan Projects	Strategic Plan Alignment
Annual Report on Website	2.06 - Talk With Communities
Comprehensive change to BAAQMD.gov Website	2.03 - Make Data Accessible
Data Portal for Website	2.03 - Make Data Accessible
Maps Replacement on Website	2.03 - Make Data Accessible

Website Development & Maintenance

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	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	2.03	2.02	2.02	3.10	1.08	53.47%
Personnel Expenditures						
Permanent Salaries	349,823	338,541	338,541	482,243	143,702	42.45%
Overtime Salaries	397	1,395	1,395		(1,395)	(100.00)%
Payroll Taxes	5,453	4,807	4,807	6,905	2,098	43.64%
Pension Benefits	77,165	69,181	69,181	93,131	23,950	34.62%
FICA Replacement Benefits	7,973	6,948	6,948	10,926	3,978	57.25%
Group Insurance Benefits	46,014	48,412	48,412	80,499	32,087	66.28%
Transportation Subsidy	1,203	1,961	1,961	3,977	2,016	102.80%
Workers' Compensation	1,079	932	932	1,305	373	40.02%
Discretionary Contribution	28,087	21,574	21,574	27,800	6,226	28.86%
Total Personnel Expenditures	517,194	493,751	493,751	706,786	213,035	43.15%
Services & Supplies Expenditures						
Training & Education		5,400	5,400	5,400		
Communications	1,709	1,828	1,828	1,828		
Printing & Reproduction	2,684	200,000	200,000	200,000		
Professional Services	1,009,940	324,000	1,076,239	324,000	(752,239)	(69.90)%
Computer Hardware & Software	5,541	137,389	247,389	137,389	(110,000)	(44.46)%
Total Services & Supplies Expenditures	1,019,874	668,617	1,530,856	668,617	(862,239)	(56.32)%
Capital Expenditures						
Transfer In/Out	(43,600)					
Total Expenditures	1,493,468	1,162,368	2,024,607	1,375,403	(649,204)	(32.07)%

Managing Division:	
Enterprise Technology Solutions Division	
Contact Person:	
Magen Holloway	
Program Purpose:	
To provide archival and retrieval services for the District's records produced by various Divisions.	
Essential Functions	
<ul style="list-style-type: none"> • Manage and Support of Physical and Electronic Storage of District Records. • RM is configuring and implementing the new OB software with the assistance of consultants from Xerox. The Xerox is contracted to configure Air District records and corresponding Record Retention in OB. Xerox will also migrate historic records from AppXtender software and the Air District shared drives. • Train Division Records Custodians on new OB software. 	
Strategic Plan Projects	Strategic Plan Alignment
Digitizing Remaining Physical Records	4.10 - Ensure Success
Ensure all Air District Divisions have access to OnBase	4.10 - Ensure Success
Finalize Records Retention for Human Resources into OnBase	4.10 - Ensure Success
Integrate Documents from the Permitting and Compliance System (formerly NPS) with OnBase	4.10 - Ensure Success
Integrate OnBase to the Air District Website for Public Records Request Portal	2.03 - Make Data Accessible

Records Management Systems

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	Program Actual	Approved Program Budget	Amended Program Budget	Proposed Program Budget	FTE/Dollar Change	Percent Change
	2024	2025	2025	2026	\$	%
Number of Positions (FTE)	1.01	3.00	3.00	1.03	(1.97)	(65.67)%
Personnel Expenditures						
Permanent Salaries	197,338	428,202	428,202	211,982	(216,220)	(50.49)%
Temporary Salaries	83,682	95,000	95,000		(95,000)	(100.00)%
Payroll Taxes	4,373	5,993	5,993	3,045	(2,948)	(49.19)%
Pension Benefits	60,239	83,764	83,764	43,970	(39,794)	(47.51)%
FICA Replacement Benefits	6,013	10,332	10,332	3,642	(6,690)	(64.75)%
Group Insurance Benefits	36,702	77,899	77,899	28,600	(49,299)	(63.29)%
Transportation Subsidy	983	2,916	2,916	1,326	(1,590)	(54.53)%
Workers' Compensation	609	1,386	1,386	435	(951)	(68.61)%
Discretionary Contribution	21,459	26,284	26,284	12,281	(14,003)	(53.28)%
Total Personnel Expenditures	411,398	731,776	731,776	305,281	(426,495)	(58.28)%
Services & Supplies Expenditures						
Travel	430					
Training & Education				10,000	10,000	
Communications	7,498					
Utilities	569					
Printing & Reproduction	8,110	100,000	186,890	100,000	(86,890)	(46.49)%
Rents & Leases	21,307					
Professional Services	80,788	200,000	317,161	200,000	(117,161)	(36.94)%
Shop & Field Supplies	1,114	10,000	10,028	10,000	(28)	(0.28)%
Computer Hardware & Software		75,000	75,388	75,000	(388)	(0.51)%
Stationery & Office Supplies		6,000	6,000	6,000		
Non-Capital Assets	35,386					
Total Services & Supplies Expenditures	155,202	391,000	595,467	401,000	(194,467)	(32.66)%
Capital Expenditures						
Office Equipment		110,000	110,000	110,000		
Total Capital Expenditures		110,000	110,000	110,000		
Total Expenditures	566,600	1,232,776	1,437,243	816,281	(620,962)	(43.21)%

Managing Division:	
Enterprise Technology Solutions Division	
Contact Person:	
Patricia Roman	
Program Purpose:	
This program provides funding for engineering subject matter expert to provide software design, user acceptance testing, and implementation for the Online Permit Billing System (OPBS) for Air District permitting activities.	
Essential Functions	
<ul style="list-style-type: none"> • Data Quality Assurance • Data Services Management • Development and Maintenance of Reporting Systems • Development Operations Infrastructure and Workflow Management 	
Strategic Plan Projects	Strategic Plan Alignment
Consolidate Azure Environments	4.10 - Ensure Success
Documentation and Security Services	4.10 - Ensure Success

Software Development Operations, Data and Reporting

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	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	3.76	7.16	7.16	3.04	(4.12)	(57.54)%
Personnel Expenditures						
Permanent Salaries	570,108	1,158,261	1,158,261	506,290	(651,971)	(56.29)%
Overtime Salaries	49,478	33,207	33,207		(33,207)	(100.00)%
Payroll Taxes	9,171	16,451	16,451	7,268	(9,183)	(55.82)%
Pension Benefits	161,171	236,812	236,812	96,680	(140,132)	(59.17)%
FICA Replacement Benefits	12,587	24,659	24,659	10,707	(13,952)	(56.58)%
Group Insurance Benefits	73,611	156,786	156,786	50,395	(106,391)	(67.86)%
Transportation Subsidy	2,034	6,960	6,960	3,897	(3,063)	(44.01)%
Workers' Compensation	1,759	3,307	3,307	1,278	(2,029)	(61.35)%
Discretionary Contribution	48,619	73,752	73,752	29,226	(44,526)	(60.37)%
Total Personnel Expenditures	928,538	1,710,195	1,710,195	705,741	(1,004,454)	(58.73)%
Services & Supplies Expenditures						
Training & Education		16,342	16,342	16,342		
Communications		189	189	189		
Professional Services	101,662	575,000	575,000	575,000		
Computer Hardware & Software		27,781	27,781	27,781		
Total Services & Supplies Expenditures	101,662	619,312	619,312	619,312		
Capital Expenditures						
Total Expenditures	1,030,200	2,329,507	2,329,507	1,325,053	(1,004,454)	(43.12)%

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Information Services Division

The Information Services Division is responsible for managing the Air District's technology infrastructure, cybersecurity, and user support, enabling secure, efficient, and reliable operations. This includes the design, implementation, and maintenance of critical IT systems such as servers, email, telecommunications, networks, file storage, and disaster recovery solutions. By prioritizing security and operational resilience, the division enables consistent and reliable functionality across the Air District's technological landscape.

The division provides comprehensive technical assistance to staff, supporting their effective use of technology and ensuring timely resolution of technical challenges. Through proactive cybersecurity measures—such as vulnerability assessments, continuous monitoring, incident response, and employee training—the division safeguards the Air District's digital assets and systems from evolving threats. By integrating robust IT management, advanced cybersecurity practices, and responsive user support, the Information Services Division plays a vital role in enabling the Air District to achieve its mission and strategic goals.

Managing Division:	
Information Services Division	
Contact Person:	
Patricia Roman	
Program Purpose:	
The Engineering and Operations Program is responsible for designing, implementing, securing, and maintaining the Air District's core IT infrastructure. This includes managing all computer servers, email systems, telecommunications, networks, file storage, and business continuity/disaster recovery solutions, as well as enabling secure remote connectivity. The program prioritizes robust security and operational efficiency to ensure uninterrupted services.	
Essential Functions	
<ul style="list-style-type: none"> • Administration of telecommunications equipment • Administration of Virtual servers. • Configuration and administration of network routers, switches, firewalls and internet access. • Support and administer DNS servers. • Administration of desktop operating system and applications software. • Administration of Windows Active Directory and servers. • Administration and maintenance of Information Storage • Purchase, installation, upgrade, maintenance, and repair of desktop workstations and printers. • Administration of MS Exchange-Online, Internet and remote access systems. • Administration of Multi-Agency Shared Services Printing and Scanning systems 	
Strategic Plan Projects	Strategic Plan Alignment
Technology Infrastructure Modernization	4.10 - Ensure Success 4.11 - Align Resources

IT Engineering, Operations and Security

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	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	3.48	7.00	7.00	8.16	1.16	16.57%
Number of Positions (LTCE)				1.00	1.00	
Personnel Expenditures						
Permanent Salaries	580,683	1,157,188	1,157,188	1,504,197	347,009	29.99%
Overtime Salaries	1,566					
Payroll Taxes	9,062	16,427	16,427	21,748	5,321	32.39%
Pension Benefits	227,872	231,935	231,935	281,103	49,168	21.20%
FICA Replacement Benefits	12,724	24,108	24,108	32,322	8,214	34.07%
Group Insurance Benefits	78,110	195,611	195,611	258,372	62,761	32.08%
Transportation Subsidy	2,294	6,804	6,804	11,764	4,960	72.90%
Workers' Compensation	1,792	3,233	3,233	3,859	626	19.36%
Discretionary Contribution	44,335	73,719	73,719	86,805	13,086	17.75%
Total Personnel Expenditures	958,438	1,709,025	1,709,025	2,200,170	491,145	28.74%
Services & Supplies Expenditures						
Travel		22,600	22,600	22,600		
Training & Education	31,923	60,000	120,000	60,000	(60,000)	(50.00)%
Repair & Maintenance	986,817	1,555,800	2,223,549	640,800	(1,582,749)	(71.18)%
Communications	10,191	22,000	22,000	22,000		
Printing & Reproduction	413					
Professional Services	431,402	590,000	822,376	470,000	(352,376)	(42.85)%
Computer Hardware & Software	170,593	362,850	375,774	1,278,850	903,076	240.32%
Stationery & Office Supplies	1,434					
Total Services & Supplies Expenditures	1,632,773	2,613,250	3,586,299	2,494,250	(1,092,049)	(30.45)%
Capital Expenditures						
Computer & Network			1,674,080		(1,674,080)	(100.00)%
Communications Equipment	48,265		129,136		(129,136)	(100.00)%
Total Capital Expenditures	48,265		1,803,216		(1,803,216)	(100.00)%
Transfer In/Out	(79,463)					
Total Expenditures	2,560,013	4,322,275	7,098,540	4,694,420	(2,404,120)	(33.87)%

Managing Division:	
Information Services Division	
Contact Person:	
Duane Vazquez	
Program Purpose:	
The User Support Program provides comprehensive technical assistance to District staff and other stakeholders. This program enables timely resolution of technical issues, offering training and guidance for the effective use of the Air District's technology platforms. The program also enables secure workflows, authorizations and compliance for all Information Services tasks through a specialized ticketing system.	
Essential Functions	
<ul style="list-style-type: none"> • Administration of desktop operating system and applications software. • Administration of telephone and voice mail system. • Configuration and administration of MFC printers, voip handsets, cellular devices, misc handheld & peripheral devices • Purchase, installation, upgrade, maintenance, and repair of desktop workstations and printers. • Agency wide ticketing and tracking of user support incidents • Agency wide tracking of technology equipment performance, maintenance and failure rate • Management of approvals and authorization for IT change management 	
Strategic Plan Projects	Strategic Plan Alignment
Service Management Process Improvements	4.10 - Ensure Success 4.11 - Align Resources
Standardized Technology Configuration Management	4.07 - Customer Service

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	4.31	5.00	5.00	5.16	0.16	3.20%
Personnel Expenditures						
Permanent Salaries	607,159	709,169	709,169	784,827	75,658	10.67%
Overtime Salaries	5,699					
Temporary Salaries	5,588					
Payroll Taxes	9,350	10,031	10,031	11,260	1,229	12.25%
Pension Benefits	54,653	139,275	139,275	148,388	9,113	6.54%
FICA Replacement Benefits	13,554	17,220	17,220	18,210	990	5.75%
Group Insurance Benefits	77,881	109,152	109,152	104,089	(5,063)	(4.64)%
Transportation Subsidy	1,986	4,860	4,860	6,628	1,768	36.38%
Workers' Compensation	1,874	2,309	2,309	2,174	(135)	(5.85)%
Discretionary Contribution	47,541	45,017	45,017	45,220	203	0.45%
Total Personnel Expenditures	825,285	1,037,033	1,037,033	1,120,796	83,763	8.08%
Services & Supplies Expenditures						
Travel		2,000	2,000	2,000		
Training & Education		35,000	70,000		(70,000)	(100.00)%
Repair & Maintenance	7,488	18,000	18,564	18,000	(564)	(3.04)%
Communications	6,239	20,000	21,131	20,000	(1,131)	(5.35)%
Professional Services		100,000	449,338	100,000	(349,338)	(77.75)%
Computer Hardware & Software	120,974	444,000	556,083	630,000	73,917	13.29%
Total Services & Supplies Expenditures	134,701	619,000	1,117,116	770,000	(347,116)	(31.07)%
Capital Expenditures						
Transfer In/Out	(71,341)					
Total Expenditures	888,645	1,656,033	2,154,149	1,890,796	(263,353)	(12.23)%

Managing Division:	
Information Services Division	
Contact Person:	
Patricia Roman	
Program Purpose:	
<p>The Cyber Security Program focuses on protecting the Air District's information systems by detecting and responding to threats, managing vulnerabilities, and ensuring compliance with security policies. Key responsibilities include monitoring for suspicious activity, managing access controls, and coordinating incident response to mitigate risks. By leveraging tools like Security Information Event Managers for analytics and collaborating with IT Operations and DevOps teams, SecOps integrates security into daily operations. The program institutes continuous improvement through training, threat analysis, and adopting emerging technologies helps maintain a strong security posture and safeguard organizational assets.</p>	
Essential Functions	
<ul style="list-style-type: none"> • Access Control and Identity Management: Implement and manage role-based access controls and authentication mechanisms to safeguard sensitive data. • Compliance and Policy Enforcement: Ensure adherence to regulatory standards and enforce security policies across the organization. • Incident Management: Develop and execute response plans, including root cause analysis and recovery, to handle security breaches effectively. • Threat Detection and Response: Monitor systems for suspicious activity, investigate incidents, and rapidly mitigate threats to minimize impact. • Vulnerability Management: Conduct assessments, manage patches, and address security gaps to reduce risk. 	
Strategic Plan Projects	Strategic Plan Alignment
Enhance Stakeholder Systems	3.03 - One Air District Community
Ensure Transparency and Accountability with tools to track and ensure compliance with standards	4.10 - Ensure Success
Improve Infrastructure Efficiency	4.10 - Ensure Success
Strengthen Organizational Resilience	4.10 - Ensure Success
Support Remote Operational Continuity	4.10 - Ensure Success

	Program Actual	Approved Program Budget	Amended Program Budget	Proposed Program Budget	FTE/Dollar Change	Percent Change
	2024	2025	2025	2026	\$	%
Number of Positions (FTE)				2.07	2.07	
Personnel Expenditures						
Permanent Salaries				364,669	364,669	
Payroll Taxes				5,230	5,230	
Pension Benefits				70,714	70,714	
FICA Replacement Benefits				7,285	7,285	
Group Insurance Benefits				55,105	55,105	
Transportation Subsidy				2,651	2,651	
Workers' Compensation				870	870	
Discretionary Contribution				21,074	21,074	
Total Personnel Expenditures				527,598	527,598	
Services & Supplies Expenditures						
Travel				2,000	2,000	
Training & Education				5,000	5,000	
Professional Services				120,000	120,000	
Total Services & Supplies Expenditures				127,000	127,000	
Capital Expenditures						
Total Expenditures				654,598	654,598	

SERVICE AREA - PUBLIC AFFAIRS

Communications Office

The Communications Office coordinates all agency media outreach, Air District messaging, crisis communications, media relations as well as print, digital and social media outreach for the Air District. The Office provides media and public outreach about the Air District's programs, operations and emergency response.

The Office manages advertising and outreach for Spare the Air, the Employer Program, and the Commuter Benefits Program. The Office oversees the Air District and Spare the Air social media sites, strategies and programs. The Office maintains the Spare the Air website and related sites and the Spare the Air mobile apps. The Office represents the Air District at community events for Spare the Air throughout the region.

Office functions include production of publications and digital collateral for the general public and target audiences. This includes publishing newsletters, the annual report, videos and collateral materials. The Office also provides and oversees graphic design services, social media content creation, translation services and videography. The Office also provides Air District presentations and tours for international delegations, organizations and school groups.

Managing Division:
Communications Office

Contact Person:
Miranda Iglesias

Program Purpose:
Provide proactive outreach to media to inform the public about air quality issues, agency programs and initiatives and maintain positive media relations. Act as the Air District's main point of contact to the public through media and social media. Increase public awareness and understanding of the Spare the Air program and other Air District programs, initiatives, and regulations. Promote public behavior change to reduce air pollution and the impacts of climate change. Provide consistent internal communications messaging to agency staff. Support incident response by notifying the media and public about air quality incidents.

Essential Functions

- Maintain up-to-date and relevant air quality information on the Air District website.
- Conduct Spare the Air public opinion surveys to evaluate program and measure behavior change.
- Produce publications including plans, brochures, booklets and other Air District documents.
- Issue press releases and host media events highlighting Air District accomplishments.
- Coordinate the Air District presence at events and fairs throughout the region.
- Develop and implement media, social media and communication strategies around major Air District policies and issues.
- Develop and maintain effective working relationships with members of the media and social media influencers.
- Track and analyze print, internet, radio, social media and television coverage of the Air District.
- Provide development opportunities for staff related to activities and objectives of the Air District.
- Develop an internal communications program and create templates and brand guides to standardize agency-wide materials.

Strategic Plan Projects	Strategic Plan Alignment
Air District Rebrand Implementation	3.03 - One Air District Community
Conduct media training for PIOs and other Air District staff	3.06 - Support Employee Success
Conduct public speaking training for Air District staff	3.06 - Support Employee Success
Conduct Spare the Air public opinion surveys	4.06 - Inspire Action
Create Appliance Rule outreach and media campaign	4.06 - Inspire Action
Create internal communications strategy	3.03 - One Air District Community 3.06 - Support Employee Success
Create social media campaigns to highlight Air District projects	4.06 - Inspire Action
Create visually appealing content to support and highlight Air District programs	4.06 - Inspire Action
Highlight Air District projects and programs to the media	4.06 - Inspire Action
Implement Incident Response Communications Protocols	4.08 - Air Quality Incidents
Produce Air District Annual Report	4.12 - Report Progress

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	6.66	6.50	6.50	6.79	0.29	4.46%
Personnel Expenditures						
Permanent Salaries	1,050,097	1,238,422	1,238,422	1,214,475	(23,947)	(1.93)%
Overtime Salaries	3,157	7,000	7,000	7,000		
Temporary Salaries	8,096					
Payroll Taxes	16,427	17,821	17,821	18,140	319	1.79%
Pension Benefits	231,075	254,979	254,979	237,611	(17,368)	(6.81)%
FICA Replacement Benefits	24,571	25,511	25,511	23,958	(1,553)	(6.09)%
Group Insurance Benefits	140,330	151,744	151,744	158,240	6,496	4.28%
Transportation Subsidy	3,712	7,200	7,200	8,720	1,520	21.11%
Workers' Compensation	3,240	3,421	3,421	2,861	(560)	(16.37)%
Discretionary Contribution	85,654	78,913	78,913	70,198	(8,715)	(11.04)%
Total Personnel Expenditures	1,566,359	1,785,011	1,785,011	1,741,203	(43,808)	(2.45)%
Services & Supplies Expenditures						
Travel	220	14,000	14,000	14,000		
Training & Education	5,924	21,500	33,220	11,500	(21,720)	(65.38)%
Communications	15,451	47,000	47,000	52,000	5,000	10.64%
Postage		4,000	4,000	4,000		
Printing & Reproduction	8,824	42,500	42,500	42,500		
Professional Services	613,251	540,410	993,049	1,125,000	131,951	13.29%
Shop & Field Supplies	175	500	500	500		
Stationery & Office Supplies		4,000	4,000	4,000		
Minor Office Equipment		1,000	1,000	1,000		
Total Services & Supplies Expenditures	643,845	674,910	1,139,269	1,254,500	115,231	10.11%
Capital Expenditures						
Transfer In/Out	(89,803)					
Total Expenditures	2,120,401	2,459,921	2,924,280	2,995,703	71,423	2.44%

Managing Division:	
Communications Office	
Contact Person:	
Kristina Chu	
Program Purpose:	
The Spare the Air winter program informs the public about the Wood Burning Rule, the health impacts of wood smoke pollution and alternative, cleaner forms of heat and change-out incentives.	
Essential Functions	
<ul style="list-style-type: none"> • Develop and disseminate a Spare the Air winter campaign to inform the public about the health impacts of wood smoke. • Prepare and issue media releases, respond to media inquiries and plan media events/deskside & editorial board visits. • Conduct public opinion surveys to evaluate program and measure behavior change. • Manage notification methods for Spare the Air Alerts, including automated phone alerts, text and email alerts, online banners, iPhone/Android app and widget. • Deliver public outreach, advertising and media relations campaigns. • Provide public outreach at community events throughout the Bay Area. • Door to door outreach/surveys • Provide overview of campaign to the Board of Directors. • Provide outreach to local government leaders and community organizations and the general public about the Spare the Air winter program. • Promote cleaner heating options and available incentives. 	
Strategic Plan Projects	Strategic Plan Alignment
Conduct door-to-door outreach in selected neighborhoods on wood smoke rule	4.06 - Inspire Action
Conduct STA winter public opinion surveys	2.02 - Collect Community Data
Disseminate STA notifications for PM	4.06 - Inspire Action
Implementation of STA winter advertising & outreach campaign	4.06 - Inspire Action
Inform the public about the health impacts of wood smoke	2.04 - Community Health Data
Sponsor and attend community events	2.06 - Talk With Communities 2.07 - Understand Local Air Pollution

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	0.63	1.17	1.17	1.86	0.69	58.97%
Personnel Expenditures						
Permanent Salaries	109,809	171,496	171,496	320,145	148,649	86.68%
Overtime Salaries	8,375	2,000	2,000	5,000	3,000	150.00%
Payroll Taxes	1,710	2,444	2,444	4,730	2,286	93.54%
Pension Benefits	32,990	36,064	36,064	61,749	25,685	71.22%
FICA Replacement Benefits	2,853	4,043	4,043	6,570	2,527	62.50%
Group Insurance Benefits	14,477	25,558	25,558	46,871	21,313	83.39%
Transportation Subsidy	264	1,141	1,141	2,391	1,250	109.55%
Workers' Compensation	339	542	542	784	242	44.65%
Discretionary Contribution	10,792	10,894	10,894	18,491	7,597	69.74%
Total Personnel Expenditures	181,609	254,182	254,182	466,731	212,549	83.62%
Services & Supplies Expenditures						
Travel	38					
Professional Services	891,568	1,125,000	1,295,672	1,125,000	(170,672)	(13.17)%
Total Services & Supplies Expenditures	891,606	1,125,000	1,295,672	1,125,000	(170,672)	(13.17)%
Capital Expenditures						
Total Expenditures	1,073,215	1,379,182	1,549,854	1,591,731	41,877	2.70%

Managing Division:	
Communications Office	
Contact Person:	
Kristina Chu	
Program Purpose:	
Due to the loss of CMAQ funds, program 305 will no longer be active. Moving forward, the Spare the Air program will be funded through general funds from program 301 and TFCA funds from program 306.	
Essential Functions	
Strategic Plan Projects	Strategic Plan Alignment

Spare The Air (CMAQ)

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	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Personnel Expenditures						
Services & Supplies Expenditures						
Professional Services	834,307		134,199		(134,199)	(100.00)%
Total Services & Supplies Expenditures	834,307		134,199		(134,199)	(100.00)%
Capital Expenditures						
Total Expenditures	834,307		134,199		(134,199)	(100.00)%

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External Affairs Office

The External Affairs Office coordinates the administration of the Commuter Benefits Program in partnership with the Metropolitan Transportation Commission and directs the Flex Your Commute messaging campaign. The Office directs the Air District external sponsorship program to ensure transparency, goals and benefits are met in accordance with Air District requirements. The Office is developing a district-wide partnership program to expand messaging reach and information sharing with local, county and state agencies, and NGO's. The Office represents the Air District at conferences and events as directed and develops regional conferences and seminars to expand messaging for targeted initiatives and building regional partnerships. External Affairs will be cataloguing key messages into system that will help facilitate talking point development for District staff.

Managing Division:	
External Affairs Office	
Contact Person:	
Lisa Fasano	
Program Purpose:	
Track Air District report on sponsorships.	
Essential Functions	
<ul style="list-style-type: none"> Review and track sponsorship funding requests, gather additional information as necessary, fund projects when approved. Track sponsorship requests and funded events. Confirm deliverables are fulfilled and met. Per the Air District Sponsorship Policy, develop and, annual sponsorship summary report for the Board of Directors and to support budget request for next year's budget. Include events/programs funded, summary of deliverables met, overall event impact and number of attendees. 	
Strategic Plan Projects	Strategic Plan Alignment
Goal 2: Advance Environmental Justice	2.01 - Community Partnership 2.06 - Talk With Communities
Goal 4: Be Effective, Accountable, and Customer Oriented	4.01 - Timely Permits 4.06 - Inspire Action 4.10 - Ensure Success 4.12 - Report Progress

Sponsorship

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	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)				0.54	0.54	
Personnel Expenditures						
Permanent Salaries				99,839	99,839	
Payroll Taxes				1,547	1,547	
Pension Benefits				19,406	19,406	
FICA Replacement Benefits				1,918	1,918	
Group Insurance Benefits				19,319	19,319	
Transportation Subsidy				698	698	
Workers' Compensation				229	229	
Discretionary Contribution				5,774	5,774	
Total Personnel Expenditures				148,730	148,730	
Services & Supplies Expenditures						
Professional Services		450,000	484,615	450,000	(34,615)	(7.14)%
Total Services & Supplies Expenditures		450,000	484,615	450,000	(34,615)	(7.14)%
Capital Expenditures						
Total Expenditures		450,000	484,615	598,730	114,115	23.55%

Managing Division:	
External Affairs Office	
Contact Person:	
Lisa Fasano	
Program Purpose:	
<p>The External Affairs Office manages the Commuter Benefits Program, Flex Your Commute messaging campaign, directs the Air District external partners program advancing local, state and regional partnerships, develops speaking points and external presentations for the Executive Team, management and staff, develops messaging to further solutions to reduce air pollution from commuting and single occupancy driving, and oversees the Air District's sponsorship program. The program works at building partnerships between employers, municipalities, and transit agencies.</p>	
Essential Functions	
<ul style="list-style-type: none"> • Air District Liaison for local, regional and national meetings and conferences. Attend, develop/maintain partnerships, gather information and report outcomes to Executive Office. • Develop and produce events to support Air District programs and mission. • Manage and track Air District sponsorships of events, conferences and meetings. Maximize the Air District's visibility and messaging through events. • Promote and advance compliance with the Bay Area Commuter Benefits Program encouraging active commute engagement with employees. • Using advertising, media relations and employer events to encourage employers to expand and promote commuter benefits within their organizations. • Working with Bay Area employer programs to promote commuting options to reduce single-occupancy driving. 	
Strategic Plan Projects	Strategic Plan Alignment
Goal 1: Achieve Impact	1.01 - Change Approach to Air Quality 1.05 - Enhance Violation Investigations 1.07 - New Climate Solutions
Goal 2: Advance Environmental Justice	2.01 - Community Partnership 2.06 - Talk With Communities 2.07 - Understand Local Air Pollution
Goal 3: Foster Cohesion and Inclusion	3.02 - Be Welcoming and Inclusive 3.03 - One Air District Community
Goal 4: Be Effective, Accountable, and Customer-Oriented	4.06 - Inspire Action 4.10 - Ensure Success 4.12 - Report Progress

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	1.42	3.45	3.45	2.09	(1.36)	(39.42)%
Number of Positions (LTCE)				1.00	1.00	
Personnel Expenditures						
Permanent Salaries	282,038	587,697	587,697	540,338	(47,359)	(8.06)%
Temporary Salaries	12,096					
Payroll Taxes	4,575	8,681	8,681	8,008	(673)	(7.75)%
Pension Benefits	78,618	117,907	117,907	101,196	(16,711)	(14.17)%
FICA Replacement Benefits	6,396	11,699	11,699	10,891	(808)	(6.91)%
Group Insurance Benefits	38,610	98,233	98,233	65,402	(32,831)	(33.42)%
Transportation Subsidy	1,053	3,302	3,302	3,964	662	20.05%
Workers' Compensation	870	1,569	1,569	1,301	(268)	(17.08)%
Discretionary Contribution	23,524	37,475	37,475	31,220	(6,255)	(16.69)%
Total Personnel Expenditures	447,780	866,563	866,563	762,320	(104,243)	(12.03)%
Services & Supplies Expenditures						
Professional Services	174,311	417,500	439,801	401,000	(38,801)	(8.82)%
Total Services & Supplies Expenditures	174,311	417,500	439,801	401,000	(38,801)	(8.82)%
Capital Expenditures						
Total Expenditures	622,091	1,284,063	1,306,364	1,163,320	(143,044)	(10.95)%

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Legislative and Government Affairs Office

The Legislative Office mission is to advocate for Air District policy and budget priorities at both the state and federal levels. The Legislative Office is responsible for tracking and developing positions on state and federal legislation and budget proposals, meeting with legislators and legislative staff about policy proposals and updating them on Air District activities, representing the Air District at legislative hearings, and interacting with stakeholder groups, state and local agencies, and members of the public. The Legislative Office works closely with other divisions within the Air District to help achieve the Air District's commitment to reducing air pollution in California and the Bay Area region by sharing information on current legislative policy and budget proposals that affect Air District programs and policies.

Managing Division:	
Legislative and Government Affairs Office	
Contact Person:	
Alan Abbs	
Program Purpose:	
State and Federal legislative advocacy.	
Essential Functions	
<ul style="list-style-type: none"> • Legislative Advocacy • Information sharing with Air District staff • Outreach to Legislature on Air District activities 	
Strategic Plan Projects	Strategic Plan Alignment
Attend legislative hearings.	2.09 - Address Legal Barriers
Meet with legislators and legislative staff about policy proposals.	2.09 - Address Legal Barriers
Represent Air District at meetings with stakeholder groups.	2.09 - Address Legal Barriers
Staff Air District Policy, Grants, and Technology Committee meetings.	2.09 - Address Legal Barriers
Staff other Air District Board and Committee meetings, as necessary.	2.09 - Address Legal Barriers
Track and develop positions on state and federal budget proposals.	2.09 - Address Legal Barriers
Track and develop positions on state and federal legislation.	2.09 - Address Legal Barriers
Update legislators and staff on Air District activities.	2.09 - Address Legal Barriers

	Program Actual	Approved Program Budget	Amended Program Budget	Proposed Program Budget	FTE/Dollar Change	Percent Change
	2024	2025	2025	2026	\$	%
Number of Positions (FTE)	2.00	2.00	2.00	2.18	0.18	9.00%
Personnel Expenditures						
Permanent Salaries	369,298	388,012	388,012	448,930	60,918	15.70%
Payroll Taxes	5,738	5,856	5,856	6,988	1,132	19.33%
Pension Benefits	80,219	73,830	73,830	81,634	7,804	10.57%
FICA Replacement Benefits	8,460	6,888	6,888	7,672	784	11.38%
Group Insurance Benefits	48,208	58,842	58,842	69,785	10,943	18.60%
Transportation Subsidy	1,275	1,944	1,944	2,792	848	43.62%
Workers' Compensation	1,140	924	924	916	(8)	(0.87)%
Discretionary Contribution	29,003	24,797	24,797	26,011	1,214	4.90%
Total Personnel Expenditures	543,341	561,093	561,093	644,728	83,635	14.91%
Services & Supplies Expenditures						
Travel	5,651	11,950	11,950	11,950		
Training & Education	1,269	4,000	4,000	4,000		
Communications	666	1,000	1,000	1,000		
Professional Services	137,909	136,500	168,327	249,830	81,503	48.42%
Stationery & Office Supplies	161	250	250	250		
Books & Journals	269	600	600	600		
Total Services & Supplies Expenditures	145,925	154,300	186,127	267,630	81,503	43.79%
Capital Expenditures						
Transfer In/Out	(46,969)					
Total Expenditures	642,297	715,393	747,220	912,358	165,138	22.10%

SERVICE AREA - SCIENCE & POLICY

Assessment, Inventory & Modeling Division

The Assessment, Inventory, and Modeling (AIM) Division prepares comprehensive source emission inventories for the Bay Area and conducts air quality modeling and analysis at both regional and community scales. AIM also performs technical assessments that evaluate equity in air pollution exposures and health impacts in support of the Air District's programs. AIM coordinates and implements programs to improve and report estimates of emissions of criteria pollutants, toxic air contaminants, and climate forcing pollutants. AIM assesses emissions, concentrations, and exposures of particulate matter, toxic air contaminants, ozone and its precursors, to support targeted strategies that reduce impacts of air pollution both regionally and within communities, especially where Assembly Bill (AB) 617 community action plans are being developed and implemented. AIM provides analysis guidance and review comments on environmental health risk assessments within environmental review documents prepared pursuant to California Environmental Quality Act (CEQA). AIM also provides support to the Air District's Advisory Council in developing and implementing cumulative impact assessment methodologies.

In FYE 2026, AIM will continue to lead and maintain multiple programs, including Emissions Inventory and Reporting, Air Quality Modeling, Analysis and Support, and Exposure Assessment, to support the implementation of the Air District's 2024-2029 Strategic Plan.

- AIM will improve the regional emissions inventory and analyses to support the implementation of Air District's strategies of changing approach to air quality planning and making data accessible. Many District programs are supported by updating and reporting inventories of emissions for criteria pollutants, toxic air contaminants, and greenhouse gases. AIM will collaborate with other Divisions to review emissions inventory products, develop quality assurance approaches, and update emissions estimation methods and databases to meet reporting and rule development requirements of the Air District.
- AIM will continue to conduct regional modeling, improve modeling performance, and apply statistical analyses to support the Air District's air quality planning activities, rules development, grant programs, permitting, and climate protection. AIM will further improve modeling emissions and concentrations estimates and conduct data analysis to better understand the health impacts of air pollutants in the Bay Area. AIM will investigate transport of pollutants between the Bay Area and neighboring regions and intercontinental transport of pollutants.
- AIM will continue work to produce community-scale emission inventories and conduct exposure assessment to meet the requirements of AB 617 and support the development of community emissions reduction plans (CERP), including: identifying and prioritizing impacted communities, coordinating with community co-leads Steering Committees to reduce emissions and exposures, and providing tools and products that inform local CERP strategies. AIM will conduct source apportionment analyses and hybrid photochemical and dispersion modeling, characterize emissions and air quality, and assess health impacts to support AB 617 and other District's programs. AIM will also support the review of health risk assessments within CEQA documents to provide comments where assessments are inconsistent with Air District guidance.

Managing Division:	
Assessment, Inventory & Modeling Division	
Contact Person:	
Virginia Lau	
Program Purpose:	
Compile source inventories for criteria pollutants, toxic air contaminants (TACs) and greenhouse gases (GHGs) for planning, rule development, modeling and exposure assessments, and public information; assessing emissions estimates to support programs to reduce health impacts from air pollution and to reduce levels of climate-forcing pollutants.	
Essential Functions	
<ul style="list-style-type: none"> • Develop and update area source emissions inventories and improve the Air District's ability to assess emissions estimates. • Prepare and improve facility emissions estimates reported to CARB; coordinate with Engineering Division to ensure consistent reporting compliant with regulations. • Develop detailed emissions inventories to support various Air District initiatives including local community assessments and air quality plans. • Refine emissions estimates especially of fine PM, TAC, and methane by incorporating new measurements or methodology to support Air District programs. 	
Strategic Plan Projects	Strategic Plan Alignment
Develop regional toxics emissions inventory	1.01 - Change Approach to Air Quality
Prepare annual permitted source emissions inventory to CARB	2.03 - Make Data Accessible
Refine and update regional CAP emissions inventory	1.01 - Change Approach to Air Quality
Refine and update regional greenhouse gas emissions inventory	1.07 - New Climate Solutions
Refine PM inventory to support the potential SIP development	1.02 - Stronger Regulations
Refine source specific emissions inventory to support rules development and amendment	1.02 - Stronger Regulations
Update toxics mapping tools for public access	2.03 - Make Data Accessible

Emissions Inventory and Reporting

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	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	6.69	5.66	5.66	7.04	1.38	24.38%
Personnel Expenditures						
Permanent Salaries	1,083,577	970,226	970,226	1,211,548	241,322	24.87%
Overtime Salaries				5,000	5,000	
Payroll Taxes	16,881	13,916	13,916	17,364	3,448	24.78%
Pension Benefits	238,139	194,054	194,054	229,081	35,027	18.05%
FICA Replacement Benefits	25,071	19,480	19,480	24,819	5,339	27.41%
Group Insurance Benefits	139,947	161,535	161,535	196,569	35,034	21.69%
Transportation Subsidy	4,665	5,498	5,498	9,033	3,535	64.30%
Workers' Compensation	3,344	2,612	2,612	2,963	351	13.44%
Discretionary Contribution	81,401	61,856	61,856	69,981	8,125	13.14%
Total Personnel Expenditures	1,593,025	1,429,177	1,429,177	1,766,358	337,181	23.59%
Services & Supplies Expenditures						
Travel	54	5,200	5,200	5,200		
Training & Education	486	23,000	23,000	23,000		
Professional Services	136,036	101,000	101,000	101,000		
Computer Hardware & Software	10,696	22,000	22,398	22,000	(398)	(1.78)%
Stationery & Office Supplies		200	200	200		
Books & Journals		600	600	600		
Minor Office Equipment		1,000	1,000	1,000		
Total Services & Supplies Expenditures	147,272	153,000	153,398	153,000	(398)	(0.26)%
Capital Expenditures						
Total Expenditures	1,740,297	1,582,177	1,582,575	1,919,358	336,783	21.28%

Managing Division:	
Assessment, Inventory & Modeling Division	
Contact Person:	
Saffet Tanrikulu	
Program Purpose:	
Provide technical support to the District's initiatives and collaborative activities through modeling and air quality analyses.	
Essential Functions	
<ul style="list-style-type: none"> • Support Assembly Bill 617: perform modeling; assess air quality and health impacts. • Support the District's rulemaking activities: conduct data analysis and modeling. • Support District's Air Quality Planning Program: conduct data analysis and modeling. • Support permitting activities: Prepare meteorological inputs for permit modeling. • Manage the District's data analysis and modeling-related contracts. 	
Strategic Plan Projects	Strategic Plan Alignment
Perform air quality modeling for selected communities.	2.07 - Understand Local Air Pollution
Perform modeling and analysis to support rule development.	1.02 - Stronger Regulations
Quantify the contribution of various emission sources to air quality.	1.01 - Change Approach to Air Quality
Update health impact and risk analyses of pollutants.	2.04 - Community Health Data

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	3.15	2.47	2.47	2.72	0.25	10.12%
Personnel Expenditures						
Permanent Salaries	486,730	385,490	385,490	465,596	80,106	20.78%
Payroll Taxes	7,575	5,465	5,465	6,699	1,234	22.58%
Pension Benefits	122,214	79,700	79,700	91,074	11,374	14.27%
FICA Replacement Benefits	11,342	8,503	8,503	9,600	1,097	12.90%
Group Insurance Benefits	66,746	55,481	55,481	67,449	11,968	21.57%
Transportation Subsidy	1,928	2,400	2,400	3,494	1,094	45.58%
Workers' Compensation	1,502	1,140	1,140	1,146	6	0.53%
Discretionary Contribution	38,956	24,527	24,527	26,890	2,363	9.63%
Total Personnel Expenditures	736,993	562,706	562,706	671,948	109,242	19.41%
Services & Supplies Expenditures						
Travel		5,000	5,000	5,000		
Training & Education		8,000	8,000	8,000		
Repair & Maintenance		6,000	6,000	6,000		
Professional Services	150,153	320,000	565,233	80,000	(485,233)	(85.85)%
Stationery & Office Supplies		500	500	500		
Total Services & Supplies Expenditures	150,153	339,500	584,733	99,500	(485,233)	(82.98)%
Capital Expenditures						
Total Expenditures	887,146	902,206	1,147,439	771,448	(375,991)	(32.77)%

Managing Division:	
Assessment, Inventory & Modeling Division	
Contact Person:	
Saffet Tanrikulu	
Program Purpose:	
Perform air quality modeling and data analyses to evaluate emission control strategies to attain and maintain air quality standards.	
Essential Functions	
<ul style="list-style-type: none"> • Model the Bay Area’s ozone and fine particulate matter formation in order to provide a platform to assess strategies for reducing exposure to those pollutants. • Maintain and apply air pollution health impacts and monetary valuation models. • Conduct ambient data analyses and modeling for multi-pollutants. • Evaluate and improve model performance for the Bay Area for multi-pollutant applications. • Conduct source apportionment studies and trend analyses. 	
Strategic Plan Projects	Strategic Plan Alignment
Assess health impacts of pollutants.	2.04 - Community Health Data
Conduct air quality modeling to support the development of PM SIP.	1.02 - Stronger Regulations
Improve model performance.	1.01 - Change Approach to Air Quality
Improve modeling emissions estimates.	1.01 - Change Approach to Air Quality

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	2.58	2.35	2.35	3.18	0.83	35.32%
Personnel Expenditures						
Permanent Salaries	416,245	386,993	386,993	548,348	161,355	41.69%
Payroll Taxes	6,378	5,493	5,493	7,867	2,374	43.22%
Pension Benefits	76,994	79,373	79,373	107,205	27,832	35.06%
FICA Replacement Benefits	9,417	8,093	8,093	11,201	3,108	38.40%
Group Insurance Benefits	53,883	57,968	57,968	83,648	25,680	44.30%
Transportation Subsidy	1,382	2,284	2,284	4,076	1,792	78.46%
Workers' Compensation	1,284	1,085	1,085	1,337	252	23.23%
Discretionary Contribution	33,049	24,651	24,651	31,675	7,024	28.49%
Total Personnel Expenditures	598,632	565,940	565,940	795,357	229,417	40.54%
Services & Supplies Expenditures						
Travel	1,863	4,200	4,200	4,200		
Training & Education	1,516	2,000	2,000	3,000	1,000	50.00%
Repair & Maintenance		12,000	20,876	12,000	(8,876)	(42.52)%
Printing & Reproduction		8,000	8,000	2,000	(6,000)	(75.00)%
Professional Services		10,000	10,000	15,000	5,000	50.00%
Computer Hardware & Software	310	12,000	12,000	12,000		
Total Services & Supplies Expenditures	3,689	48,200	57,076	48,200	(8,876)	(15.55)%
Capital Expenditures						
Total Expenditures	602,321	614,140	623,016	843,557	220,541	35.40%

Managing Division:	
Assessment, Inventory & Modeling Division	
Contact Person:	
Virginia Lau	
Program Purpose:	
Evaluate community health impacts from exposure to toxic air contaminants (TACs), fine particulate matter (PM) and other pollutants. Develop tools and guidance for assessing areas with disproportionate impacts and support evaluation of mitigation measures of local sources.	
Essential Functions	
<ul style="list-style-type: none"> • Conduct local-scale modeling and analyses to support community assessments and emission reduction plans. • Develop and update screening tools, guidance documentation, and visualization/analysis packages to support local planning and community partnerships. • Analyze areas of high air pollution and assess and evaluate mitigation measures for reducing exposures. • Participate in outreach and support other Air District programs by modeling and evaluating risks and hazards. 	
Strategic Plan Projects	Strategic Plan Alignment
Assess exposures and equity impact of selected sources causing high level of air pollution	1.01 - Change Approach to Air Quality
Conduct local modeling and exposure assessment for community emissions reduction plans	2.07 - Understand Local Air Pollution
Support Advisory Council discussions and policy implementation of cumulative impact assessment	2.11 - Cumulative Health Impacts
Support California Environmental Quality Act screening tool and guidance update	1.02 - Stronger Regulations
Work with MTC to identify and share regional and local demographic and health data	2.03 - Make Data Accessible

Exposure Assessment

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	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	1.07	1.40	1.40	1.71	0.31	22.14%
Personnel Expenditures						
Permanent Salaries	272,389	278,095	278,095	325,569	47,474	17.07%
Overtime Salaries				3,000	3,000	
Payroll Taxes	4,244	4,061	4,061	4,699	638	15.71%
Pension Benefits	73,956	53,861	53,861	61,621	7,760	14.41%
FICA Replacement Benefits	5,697	4,822	4,822	6,045	1,223	25.36%
Group Insurance Benefits	37,872	38,448	38,448	47,833	9,385	24.41%
Transportation Subsidy	1,207	1,361	1,361	2,200	839	61.65%
Workers' Compensation	841	647	647	722	75	11.59%
Discretionary Contribution	22,639	17,780	17,780	18,838	1,058	5.95%
Total Personnel Expenditures	418,845	399,075	399,075	470,527	71,452	17.90%
Services & Supplies Expenditures						
Travel	2,343	5,200	5,200	5,200		
Training & Education	699	8,500	10,597	8,500	(2,097)	(19.79)%
Repair & Maintenance		5,000	5,000	5,000		
Communications	2,447	3,000	3,000	3,000		
Printing & Reproduction	3,805	2,000	2,000	2,000		
Professional Services		200,500	200,500	200,500		
Computer Hardware & Software	2,357	19,000	19,000	19,000		
Stationery & Office Supplies		200	200	200		
Books & Journals	50	500	500	500		
Minor Office Equipment		100	100	100		
Total Services & Supplies Expenditures	11,701	244,000	246,097	244,000	(2,097)	(0.85)%
Capital Expenditures						
Total Expenditures	430,546	643,075	645,172	714,527	69,355	10.75%

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Meteorology & Measurement Division

The Meteorology and Measurement Division (M&M) provides emissions, air quality, and meteorological data; chemical analysis; and forecasting to support the activities of the Compliance & Enforcement, Engineering, Planning, Legal, Rules, Assessment, Inventory & Modeling, Communications, and Community Engagement Divisions. In addition to operating monitoring instruments and conducting testing and analysis, the M&M Division staff develop rigorous monitoring and testing plans, develop and maintain instruments and systems, conduct quality assurance and quality control, and analyze and communicate data. The resulting data is used to:

- determine if the Bay Area is in attainment with state and federal standards, in accordance with the Clean Air Act,
- determine if facilities are in compliance with Air District regulations,
- provide a scientific basis for Air District rule-making and programmatic decisions,
- identify areas with higher levels of pollutants of concern and community-level disparities in air pollution, and
- communicate about air quality with the public, including through air quality advisories and Spare the Air alerts.

Managing Division:	
Meteorology & Measurement Division	
Contact Person:	
Ila Perkins	
Program Purpose:	
Provide long-term stationary ambient air monitoring data including data to determine and measure progress towards the Bay Area's attainment of National and State ambient air quality standards.	
Essential Functions	
<ul style="list-style-type: none"> Operate and maintain the air monitoring network to provide a minimum of 90% valid data each quarter to determine the attainment status for National and State ambient air quality standards. Operate and maintain non-criteria pollutant monitors to provide data on ozone precursors, data for ozone forecasting, and data for fine particulate forecasting. Operate a Photochemical Assessment Monitoring Station (PAMS) network that meets EPA requirements. Operate a gaseous toxics network to provide data for State and Air District programs. Operate two Near Road monitoring stations as mandated by EPA; two in the San Francisco-Oakland-Fremont CBSA, and one in the San Jose-Sunnyvale-Santa Clara CBSA; Operate an additional near road site positioned along the Interstate 580 corridor. Aid in the quality development and evaluation of existing technologies for air quality measurements. Support ongoing operations and maintenance of data acquisition systems for regulatory air monitoring sites. 	
Strategic Plan Projects	Strategic Plan Alignment
Begin implementing updates to regulatory air monitoring network based on implementation plan.	4.04 - Improve Monitoring
Coordinate with QA Office to improve and update QA/QC documentation and procedures	4.04 - Improve Monitoring
Provide operational support for community monitoring projects	2.02 - Collect Community Data

Air Monitoring – Operations

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	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	18.70	20.23	20.23	21.59	1.36	6.72%
Personnel Expenditures						
Permanent Salaries	2,438,522	2,853,650	2,853,650	3,143,534	289,884	10.16%
Overtime Salaries	251					
Payroll Taxes	38,043	40,406	40,406	44,858	4,452	11.02%
Pension Benefits	540,538	558,665	558,665	588,349	29,684	5.31%
FICA Replacement Benefits	55,554	69,591	69,591	76,152	6,561	9.43%
Group Insurance Benefits	319,963	439,764	439,764	449,113	9,349	2.13%
Transportation Subsidy	8,472	19,641	19,641	27,715	8,074	41.11%
Workers' Compensation	7,524	9,332	9,332	9,093	(239)	(2.56)%
Discretionary Contribution	191,286	181,126	181,126	180,953	(173)	(0.10)%
Total Personnel Expenditures	3,600,153	4,172,175	4,172,175	4,519,767	347,592	8.33%
Services & Supplies Expenditures						
Travel	25,905	56,000	56,000	45,500	(10,500)	(18.75)%
Training & Education	209	45,000	45,000	65,000	20,000	44.44%
Repair & Maintenance	26,882	85,300	102,979	70,000	(32,979)	(32.02)%
Communications	34,945	45,000	45,000	43,500	(1,500)	(3.33)%
Building Maintenance	1,500	185,000	185,000		(185,000)	(100.00)%
Utilities	98,947	164,393	164,393	167,834	3,441	2.09%
Rents & Leases	625,254	640,000	640,000	656,520	16,520	2.58%
Professional Services	86,931	343,475	470,763	447,078	(23,685)	(5.03)%
Shop & Field Supplies	120,831	197,000	247,488	352,000	104,512	42.23%
Laboratory Supplies	35,709	125,000	134,770	98,500	(36,270)	(26.91)%
Total Services & Supplies Expenditures	1,057,113	1,886,168	2,091,393	1,945,932	(145,461)	(6.96)%
Capital Expenditures						
Lab & Monitoring Equipment	131,637	1,699,925	2,597,314	1,200,996	(1,396,318)	(53.76)%
Total Capital Expenditures	131,637	1,699,925	2,597,314	1,200,996	(1,396,318)	(53.76)%
Total Expenditures	4,788,903	7,758,268	8,860,882	7,666,695	(1,194,187)	(13.48)%

Managing Division:	
Meteorology & Measurement Division	
Contact Person:	
Mairi Beacon	
Program Purpose:	
Provide laboratory, analytical, and technical services and support to other Meteorology and Measurement Division Sections and other Air District Divisions.	
Essential Functions	
<ul style="list-style-type: none"> • Perform preparation, analysis, and Level I review for fixed site ambient air monitoring network samples. • Perform gravimetric analyses on various filter media for other Air Districts. • Provide analytical support, technical expertise, and advice to other Air District sections and divisions regarding internal and external laboratory methods and capabilities. • Maintain laboratory equipment, instrumentation, and supplies to support analyses. • Maintain laboratory quality assurance and quality control (QA/QC) program. • Maintain laboratory safety program. • Perform ongoing training and cross-training of laboratory staff. 	
Strategic Plan Projects	Strategic Plan Alignment
Develop and Implement Digital Solutions for More Efficient Laboratory Data Handling	4.04 - Improve Monitoring
Facilitate Analytical Cross-Training to Support Employee Development and Improve Coverage	3.06 - Support Employee Success 4.04 - Improve Monitoring
Improve Laboratory Introduction Materials for Air District Staff	3.03 - One Air District Community
Strengthen Laboratory QA/QC Program	4.04 - Improve Monitoring
Understand Enforcement Priorities and Analytical Needs to Incorporate into Long-Term Plans	3.03 - One Air District Community 4.07 - Customer Service

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	7.72	8.28	8.28	8.53	0.25	3.02%
Number of Positions (LTCE)				1.00	1.00	
Personnel Expenditures						
Permanent Salaries	1,213,006	1,313,802	1,313,802	1,484,967	171,165	13.03%
Overtime Salaries	2,025	5,000	5,000	5,000		
Temporary Salaries	6,755					
Payroll Taxes	18,995	18,673	18,673	21,248	2,575	13.79%
Pension Benefits	264,413	262,722	262,722	282,581	19,859	7.56%
FICA Replacement Benefits	27,876	28,515	28,515	33,603	5,088	17.84%
Group Insurance Benefits	159,409	181,278	181,278	210,066	28,788	15.88%
Transportation Subsidy	4,351	8,048	8,048	12,230	4,182	51.96%
Workers' Compensation	3,743	3,824	3,824	4,012	188	4.92%
Discretionary Contribution	99,276	83,621	83,621	85,605	1,984	2.37%
Total Personnel Expenditures	1,799,849	1,905,483	1,905,483	2,139,312	233,829	12.27%
Services & Supplies Expenditures						
Travel	3,512	5,000	5,000	5,000		
Training & Education		8,750	8,750	8,750		
Repair & Maintenance	35,880	113,000	134,821	115,000	(19,821)	(14.70)%
Communications	679	1,000	1,000	1,000		
Professional Services	35,445	20,125	27,164	53,650	26,486	97.50%
Laboratory Supplies	72,693	102,000	137,267	115,000	(22,267)	(16.22)%
Computer Hardware & Software	18,572	1,000	1,000	2,500	1,500	150.00%
Total Services & Supplies Expenditures	166,781	250,875	315,002	300,900	(14,102)	(4.48)%
Capital Expenditures						
Lab & Monitoring Equipment	111,334	550,000	718,999	70,000	(648,999)	(90.26)%
Total Capital Expenditures	111,334	550,000	718,999	70,000	(648,999)	(90.26)%
Total Expenditures	2,077,964	2,706,358	2,939,484	2,510,212	(429,272)	(14.60)%

Managing Division:	
Meteorology & Measurement Division	
Contact Person:	
Charles Knoderer	
Program Purpose:	
The Meteorology section is charged with providing air quality and open burning forecasts, support for wildfire impacts, and collection and validation of data from the Air District's regulatory air monitoring network.	
Essential Functions	
<ul style="list-style-type: none"> • Provide reliable and timely Air Quality forecasts to the Air District and the public on weekdays, weekends and holidays. • Provide support for tracking and forecasting smoke plume impacts during wildfire events. • Review prescribed and marsh burn plans. Issue the daily open burn decision to Regional, State, and National Fire Agencies and the public. Allocate and distribute burn acreage for prescribed, marsh, and Sonoma County stubble burning. • Quality assure EPA mandated air quality data and provide to EPA within 90 days of the end of a quarter. • Update forecasting techniques as needed for winter particulate and summer ozone seasons, including statistical regression equations and develop and maintain the databases these methods are based upon. • Review air quality and meteorological data from the five oil refinery Ground Level Monitoring (GLM) Networks and evaluate Excess Reports for the Compliance & Enforcement Division regarding compliance with Air District Regulations 1 & 9. • Respond to record requests for information on air quality and meteorological data from the public. Provide presentations for Air District functions including Board and Committee meetings, and community outreach and public information meetings. 	
Strategic Plan Projects	Strategic Plan Alignment
Provide support to Communications staff for Air Quality forecasting	4.07 - Customer Service
Work with colleagues across divisions to support air quality forecasts and open burn information	3.03 - One Air District Community
Work with Quality Assurance Officer to revise Level II Data Validation process	4.04 - Improve Monitoring

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	3.86	3.94	3.94	3.87	(0.07)	(1.78)%
Personnel Expenditures						
Permanent Salaries	704,348	657,421	657,421	655,823	(1,598)	(0.24)%
Overtime Salaries	9,248	7,650	7,650	10,000	2,350	30.72%
Payroll Taxes	11,019	9,377	9,377	9,431	54	0.58%
Pension Benefits	152,390	128,652	128,652	122,857	(5,795)	(4.50)%
FICA Replacement Benefits	15,934	13,609	13,609	13,639	30	0.22%
Group Insurance Benefits	90,954	88,153	88,153	101,285	13,132	14.90%
Transportation Subsidy	2,313	3,841	3,841	4,964	1,123	29.24%
Workers' Compensation	2,174	1,825	1,825	1,629	(196)	(10.74)%
Discretionary Contribution	57,795	41,887	41,887	37,870	(4,017)	(9.59)%
Total Personnel Expenditures	1,046,175	952,415	952,415	957,498	5,083	0.53%
Services & Supplies Expenditures						
Travel	207	15,000	15,000	15,000		
Training & Education	975	2,000	2,000	2,000		
Communications	3,739	3,570	3,570	3,800	230	6.44%
Rents & Leases	2,002					
Professional Services	12,000	33,000	33,000	33,000		
Shop & Field Supplies	1,139	4,000	4,000	4,000		
Computer Hardware & Software	400	18,000	18,000	18,000		
Total Services & Supplies Expenditures	20,462	75,570	75,570	75,800	230	0.30%
Capital Expenditures						
Total Expenditures	1,066,637	1,027,985	1,027,985	1,033,298	5,313	0.52%

Managing Division:	
Meteorology & Measurement Division	
Contact Person:	
Charles Knoderer	
Program Purpose:	
Provide independent performance evaluation services for the Air Monitoring Operations Section and evaluate equipment and siting for air quality monitoring performed by industry and/or their consultants within the Air District's boundaries. Provide independent oversight of regulatory air monitoring activities, including quality assurance of air monitoring data and uploads of data to EPA.	
Essential Functions	
<ul style="list-style-type: none"> Leads Quality Assurance Activities for the Air District's regulatory Air Monitoring network Conduct performance evaluation audits on ambient air monitoring equipment as required by EPA and California Air Resources Board (CARB) regulations, and create QA records for reporting to EPA. Conduct performance evaluation audits on non-criteria pollutant monitors and prepare summary reports of the audits. Conduct performance evaluation audits on industry SO2 and H2S GLMs and prepare summary reports of the audits. Participate in interdivisional teams working on improving Air District regulations and the Manual of Procedures, special studies and customer service. 	
Strategic Plan Projects	Strategic Plan Alignment
Begin implementing data standards lab, starting with ozone instruments	4.04 - Improve Monitoring
Complete rewrite and review of Air Monitoring SOPs	4.04 - Improve Monitoring
Improve process for independent audits of the Air District's regulatory monitoring network	4.04 - Improve Monitoring
Rebuild QA System for regulatory air monitoring: develop training materials for data review levels	4.04 - Improve Monitoring
Rebuild QA System for regulatory air monitoring: identifying levels of data review	4.04 - Improve Monitoring
Update and Implement procedures for Annual Site Reviews	4.04 - Improve Monitoring

Air Monitoring Quality Assurance

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	Program Actual	Approved Program Budget	Amended Program Budget	Proposed Program Budget	FTE/Dollar Change	Percent Change
	2024	2025	2025	2026	\$	%
Number of Positions (FTE)	3.16	3.31	3.31	5.49	2.18	65.86%
Number of Positions (LTCE)				1.00	1.00	
Personnel Expenditures						
Permanent Salaries	457,835	527,207	527,207	1,050,900	523,693	99.33%
Overtime Salaries	3,827	8,000	8,000	12,000	4,000	50.00%
Payroll Taxes	7,108	7,511	7,511	15,046	7,535	100.32%
Pension Benefits	102,416	108,298	108,298	198,763	90,465	83.53%
FICA Replacement Benefits	10,479	11,411	11,411	22,885	11,474	100.55%
Group Insurance Benefits	60,271	55,342	55,342	141,668	86,326	155.99%
Transportation Subsidy	1,620	3,220	3,220	8,329	5,109	158.66%
Workers' Compensation	1,412	1,530	1,530	2,732	1,202	78.56%
Discretionary Contribution	36,078	33,558	33,558	60,630	27,072	80.67%
Total Personnel Expenditures	681,046	756,077	756,077	1,512,953	756,876	100.11%
Services & Supplies Expenditures						
Travel	1,420	4,375	4,375	7,600	3,225	73.71%
Training & Education				3,000	3,000	
Repair & Maintenance	4,453	6,528	8,044	6,659	(1,385)	(17.22)%
Communications	2,822	2,600	2,600	4,500	1,900	73.08%
Building Maintenance	3,176	11,250	12,574	11,250	(1,324)	(10.53)%
Utilities	583					
Professional Services	11,550	5,600	5,600	42,250	36,650	654.46%
Shop & Field Supplies	3,849	16,865	18,751	23,000	4,249	22.66%
Books & Journals		160	160	160		
Total Services & Supplies Expenditures	27,853	47,378	52,104	98,419	46,315	88.89%
Capital Expenditures						
Lab & Monitoring Equipment		45,000	45,000	118,500	73,500	163.33%
Total Capital Expenditures		45,000	45,000	118,500	73,500	163.33%
Total Expenditures	708,899	848,455	853,181	1,729,872	876,691	102.76%

Managing Division:	
Meteorology & Measurement Division	
Contact Person:	
Daniel Meer	
Program Purpose:	
<p>Bay Area BioWatch is a network of portable air samplers that monitor ambient air for biological pathogens. BioWatch is funded by the federal Department of Homeland Security/Countering Weapons of Mass Destruction Directorate, through a cooperative agreement with the Air District. The Air District contracts with a third-party vendor, Trinity Consultants, to operate and maintain the BioWatch field network. There is no cost to the Air District, since all BioWatch (809 program code) costs are reimbursed by the Department of Homeland Security through the cooperative agreement.</p>	
Essential Functions	
<ul style="list-style-type: none"> • Operate and maintain BioWatch collection sites to provide exposed filter media for laboratory analysis. • Provide training and contract oversight for the BioWatch program. • Implement Consequence Management Plan for the BioWatch program. 	
Strategic Plan Projects	Strategic Plan Alignment
Make sure we are coordinated with public health authorities	2.01 - Community Partnership

	Program Actual	Approved Program Budget	Amended Program Budget	Proposed Program Budget	FTE/Dollar Change	Percent Change
	2024	2025	2025	2026	\$	%
Number of Positions (FTE)	0.04	0.01	0.01		(0.01)	(100.00)%
Personnel Expenditures						
Permanent Salaries	8,061	2,043	2,043		(2,043)	(100.00)%
Payroll Taxes	115	29	29		(29)	(100.00)%
Pension Benefits	1,548	389	389		(389)	(100.00)%
FICA Replacement Benefits	171	34	34		(34)	(100.00)%
Group Insurance Benefits	1,039	259	259		(259)	(100.00)%
Transportation Subsidy	34	10	10		(10)	(100.00)%
Workers' Compensation	25	5	5		(5)	(100.00)%
Discretionary Contribution	340	131	131		(131)	(100.00)%
Total Personnel Expenditures	11,333	2,900	2,900		(2,900)	(100.00)%
Services & Supplies Expenditures						
Rents & Leases	25,765	50,000	50,000	40,000	(10,000)	(20.00)%
Professional Services	1,387,774	1,512,439	1,512,439	1,512,439		
Shop & Field Supplies		10,000	10,000	10,000		
Computer Hardware & Software		2,000	2,000	2,000		
Total Services & Supplies Expenditures	1,413,539	1,574,439	1,574,439	1,564,439	(10,000)	(0.64)%
Capital Expenditures						
Total Expenditures	1,424,872	1,577,339	1,577,339	1,564,439	(12,900)	(0.82)%

Managing Division:	
Meteorology & Measurement Division	
Contact Person:	
Jonathan P. Bower	
Program Purpose:	
Perform community and near source ambient air monitoring using mobile, portable, and short-term platforms.	
Essential Functions	
<ul style="list-style-type: none"> • Make high quality, supportable, and fit-for-purpose ambient air quality measurements in communities and near pollution sources using mobile or portable air monitoring platforms • Perform quality control, including performance checks, documentation, and data review, for section's air monitoring platforms • Develop and implement data quality and data management systems for novel, fit-for-purpose air monitoring approaches • Research, develop, and maintain systems for efficient, robust, and fit-for-purpose data collection, including monitoring approaches and methods, platforms, instrumentation, computer hardware and software for acquisition, transmission, and storage of monitoring data, and networked communications • Provide technical input, support, or project management for external air monitoring projects as needed • Monitoring platform upgrades and repairs • Maintenance of regulatory data management system (DMS), including support for streaming semi-real time air monitoring data to the District website and other public datastores (To be transitioned to new Monitoring Data Systems section) 	
Strategic Plan Projects	Strategic Plan Alignment
(Pending funding) Implement plan for community partnered monitoring project in BVHP	2.02 - Collect Community Data 2.03 - Make Data Accessible 2.06 - Talk With Communities 2.07 - Understand Local Air Pollution
Develop and implement community and source-oriented mobile and portable air monitoring program	2.02 - Collect Community Data 2.03 - Make Data Accessible 2.06 - Talk With Communities 2.07 - Understand Local Air Pollution
Implement plan for community partnered monitoring project in East Oakland	2.02 - Collect Community Data 2.03 - Make Data Accessible 2.06 - Talk With Communities 2.07 - Understand Local Air Pollution
Provide logistical and technical support for the design of community focused air monitoring projects	2.02 - Collect Community Data 2.03 - Make Data Accessible 2.06 - Talk With Communities 2.07 - Understand Local Air Pollution

Air Monitoring - Projects & Technology

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	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	3.97	5.44	5.44	3.25	(2.19)	(40.26)%
Personnel Expenditures						
Permanent Salaries	628,149	889,395	889,395	525,938	(363,457)	(40.87)%
Overtime Salaries	4,323			3,000	3,000	
Temporary Salaries	2,901					
Payroll Taxes	9,726	12,668	12,668	7,562	(5,106)	(40.31)%
Pension Benefits	151,031	169,339	169,339	95,226	(74,113)	(43.77)%
FICA Replacement Benefits	13,738	18,746	18,746	11,465	(7,281)	(38.84)%
Group Insurance Benefits	82,220	123,751	123,751	72,925	(50,826)	(41.07)%
Transportation Subsidy	2,217	5,291	5,291	4,173	(1,118)	(21.13)%
Workers' Compensation	1,938	2,514	2,514	1,369	(1,145)	(45.54)%
Discretionary Contribution	48,931	56,644	56,644	30,342	(26,302)	(46.43)%
Total Personnel Expenditures	945,174	1,278,348	1,278,348	752,000	(526,348)	(41.17)%
Services & Supplies Expenditures						
Travel	4,105	10,500	10,500	13,500	3,000	28.57%
Training & Education	2,639	9,500	9,500	9,500		
Communications	42,779	44,500	53,140	45,000	(8,140)	(15.32)%
Rents & Leases	139,100	140,000	140,000	150,000	10,000	7.14%
Professional Services	13,773	260,500	260,500	225,000	(35,500)	(13.63)%
Shop & Field Supplies	59,567	102,500	109,288	105,000	(4,288)	(3.92)%
Computer Hardware & Software		52,975	52,975	30,000	(22,975)	(43.37)%
Stationery & Office Supplies		500	500	500		
Total Services & Supplies Expenditures	261,963	620,975	636,403	578,500	(57,903)	(9.10)%
Capital Expenditures						
Building & Grounds		40,000	40,000		(40,000)	(100.00)%
Office Equipment	38,945					
Lab & Monitoring Equipment	162,413		126,138	135,920	9,782	7.75%
Total Capital Expenditures	201,358	40,000	166,138	135,920	(30,218)	(18.19)%
Total Expenditures	1,408,495	1,939,323	2,080,889	1,466,420	(614,469)	(29.53)%

Managing Division:	
Meteorology & Measurement Division	
Contact Person:	
Katherine Hoag	
Program Purpose:	
Summarize, analyze, interpret, and communicate air monitoring data, design air monitoring studies, and track and inform air monitoring policies, requirements, and strategies. Partner with communities on air monitoring and data analysis projects, and provide technical support to Air District programs, other agencies, and the public.	
Essential Functions	
<ul style="list-style-type: none"> Analyze air monitoring and meteorological data to assess long-term air quality trends and the air quality and exposure impacts of various issues. Determine compliance with state and federal ambient air quality standards, coordinate NAAQS and CAAQS designations and exceptional events work, and advise on federal and state rules and policies Prepare Annual Network Plan, Five-Year Network Assessment, and network modification requests for EPA. Support State Implementation Plan and air quality plan development with air monitoring data analyses. Support communications, rule development, permitting, and enforcement with air quality messaging and information. Advise communities, other agencies, or researchers conducting air monitoring or air quality data analysis projects Oversee Bay Air Center contract that supports community members conducting air monitoring or data analysis. 	
Strategic Plan Projects	Strategic Plan Alignment
Analyze and communicate air quality data to inform regional and local-scale issues	2.03 - Make Data Accessible 2.07 - Understand Local Air Pollution
Coordinate EPA-funded East Oakland Air Monitoring Project with CBE and UC Berkeley	2.02 - Collect Community Data 2.03 - Make Data Accessible 2.06 - Talk With Communities 2.07 - Understand Local Air Pollution
Develop and implement Air District community and source-oriented air monitoring program	2.02 - Collect Community Data 2.03 - Make Data Accessible 2.06 - Talk With Communities 2.07 - Understand Local Air Pollution
Develop and implement project to improve air monitoring data accessibility	2.02 - Collect Community Data 2.03 - Make Data Accessible 2.06 - Talk With Communities
Establish refinery corridor incident particulate monitoring program	4.08 - Air Quality Incidents
Increase the use of community air monitoring data in District programs	2.07 - Understand Local Air Pollution
Re-evaluate Air District air toxics ambient air monitoring program	2.02 - Collect Community Data 2.06 - Talk With Communities 2.07 - Understand Local Air Pollution
Support AB617 CERP development and implementation	1.01 - Change Approach to Air Quality
Support community air monitoring including SMMI; BVHP project pending funding, and Bay Air Center	1.04 - Reimagine Funding 2.02 - Collect Community Data 2.06 - Talk With Communities
Update regulatory air monitoring network design and implementation plan	4.04 - Improve Monitoring

Ambient Air Quality Analysis

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	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	3.72	3.06	3.06	4.47	1.41	46.08%
Personnel Expenditures						
Permanent Salaries	602,661	518,886	518,886	765,096	246,210	47.45%
Overtime Salaries	268	1,000	1,000	1,000		
Payroll Taxes	9,480	7,416	7,416	10,976	3,560	48.00%
Pension Benefits	136,279	98,470	98,470	138,679	40,209	40.83%
FICA Replacement Benefits	13,674	10,553	10,553	15,770	5,217	49.44%
Group Insurance Benefits	79,453	67,638	67,638	107,465	39,827	58.88%
Transportation Subsidy	2,082	2,978	2,978	5,739	2,761	92.71%
Workers' Compensation	1,860	1,415	1,415	1,883	468	33.07%
Discretionary Contribution	50,328	33,073	33,073	44,188	11,115	33.61%
Total Personnel Expenditures	896,085	741,429	741,429	1,090,796	349,367	47.12%
Services & Supplies Expenditures						
Travel	12,660	39,000	39,000	36,000	(3,000)	(7.69)%
Training & Education	2,874	5,500	5,500	7,500	2,000	36.36%
Communications	3,980	3,000	3,000	7,000	4,000	133.33%
Printing & Reproduction		500	500	500		
Professional Services	216,912	1,721,200	1,966,593	1,722,000	(244,593)	(12.44)%
Shop & Field Supplies	120					
Computer Hardware & Software		10,000	5,000	10,000	5,000	100.00%
Books & Journals		2,000	2,000	2,000		
Minor Office Equipment		2,000	2,000	2,000		
Total Services & Supplies Expenditures	236,546	1,783,200	2,023,593	1,787,000	(236,593)	(11.69)%
Capital Expenditures						
Total Expenditures	1,132,631	2,524,629	2,765,022	2,877,796	112,774	4.08%

Managing Division:	
Meteorology & Measurement Division	
Contact Person:	
Jonathan P. Bower	
Program Purpose:	
Develop and implement refinery community air monitoring programs. These programs include establishing and operating stationary air monitoring stations in communities near refineries, oversight of required fenceline air monitoring at refineries and related facilities, and evaluating novel air monitoring approaches.	
Essential Functions	
<ul style="list-style-type: none"> • Operate, maintain, and review data from refinery community air monitoring station(s) • Perform quality control, including performance checks, documentation, and data review, for refinery community air monitoring stations • Develop and implement data quality and data management systems for novel air monitoring approaches • Research, develop, and maintain systems for collecting fit-for-purpose data in communities near refineries, including instrumentation, methods, computer hardware and software for acquisition, transmission, and storage, and networked communications • Review and approve or disapprove new and revised fenceline air monitoring plans and quality assurance project plans from refineries and related facilities • Track and review fenceline air monitoring data, concentration-triggered notifications, and root cause analysis reports submitted by refineries and related facilities • Routinely review and update as necessary the regulations, guidelines, and District oversight of the refinery community fenceline air monitoring program • Track state and federal fenceline air monitoring regulations and policies, participate in state and federal policymaking discussions 	
Strategic Plan Projects	Strategic Plan Alignment
Identify and build out sites for ambient air monitoring stations	2.02 - Collect Community Data 2.03 - Make Data Accessible 2.06 - Talk With Communities 2.07 - Understand Local Air Pollution
Improve oversight and transparency of refineries' community fenceline air monitoring work	2.02 - Collect Community Data 2.03 - Make Data Accessible 2.06 - Talk With Communities 2.07 - Understand Local Air Pollution
Purchase and evaluate ambient air monitoring instrumentation	2.02 - Collect Community Data 2.03 - Make Data Accessible 2.06 - Talk With Communities 2.07 - Understand Local Air Pollution
Revise regulations to strengthen refinery community fenceline and ambient air monitoring programs	1.02 - Stronger Regulations 2.02 - Collect Community Data 2.03 - Make Data Accessible 2.06 - Talk With Communities 2.07 - Understand Local Air Pollution

Refinery Community Air Monitoring

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	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)				3.02	3.02	
Personnel Expenditures						
Permanent Salaries				488,059	488,059	
Overtime Salaries				1,000	1,000	
Payroll Taxes				7,013	7,013	
Pension Benefits				88,363	88,363	
FICA Replacement Benefits				10,667	10,667	
Group Insurance Benefits				82,345	82,345	
Transportation Subsidy				3,882	3,882	
Workers' Compensation				1,274	1,274	
Discretionary Contribution				28,156	28,156	
Total Personnel Expenditures				710,759	710,759	
Services & Supplies Expenditures						
Travel				4,500	4,500	
Training & Education				5,500	5,500	
Communications				20,000	20,000	
Rents & Leases				100,000	100,000	
Professional Services				230,000	230,000	
Shop & Field Supplies				130,000	130,000	
Computer Hardware & Software				40,000	40,000	
Stationery & Office Supplies				500	500	
Total Services & Supplies Expenditures				530,500	530,500	
Capital Expenditures						
Lab & Monitoring Equipment				875,000	875,000	
Total Capital Expenditures				875,000	875,000	
Total Expenditures				2,116,259	2,116,259	

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Planning & Climate Protection Division

The Planning and Climate Protection Division prepares plans to meet State and Federal air quality standards, leads and implements climate protection activities, and develops and implements local community emissions reduction plans per Assembly Bill 617 (AB 617). Staff partner with other Divisions to understand and address local and regional toxic air contaminants, criteria pollutants including fine particulate matter, and greenhouse gas emissions. Staff advance local and regional environmental justice by providing support for General Plan Environmental Justice Element development and implementation (per SB 1000); centering equity in climate action planning; and developing and delivering plan and policy resources such as model ordinances, technical resources, and best practices to accelerate action. Staff will continue supporting local lead agencies, regional agencies, and others in applying the Air District CEQA Thresholds and using updated Guidelines to ensure plans and projects are protective of local health and reduce climate impacts.

Managing Division:	
Planning & Climate Protection Division	
Contact Person:	
Alison Kirk	
Program Purpose:	
This program was closed out in FYE25 and is no longer needed.	
Essential Functions	
Strategic Plan Projects	Strategic Plan Alignment

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Personnel Expenditures						
Permanent Salaries	392,707					
Temporary Salaries	8,409					
Payroll Taxes	6,412					
Pension Benefits	110,819					
FICA Replacement Benefits	9,040					
Group Insurance Benefits	52,493					
Transportation Subsidy	1,374					
Workers' Compensation	1,212					
Discretionary Contribution	33,104					
Total Personnel Expenditures	615,570					
Services & Supplies Expenditures						
Travel	2,777					
Training & Education	1,941					
Communications	5,628					
Printing & Reproduction	479					
Professional Services	170,253		321,422		(321,422)	(100.00)%
Stationery & Office Supplies	267					
Total Services & Supplies Expenditures	181,345		321,422		(321,422)	(100.00)%
Capital Expenditures						
Total Expenditures	796,915		321,422		(321,422)	(100.00)%

Managing Division:	
Planning & Climate Protection Division	
Contact Person:	
Alison Kirk	
Program Purpose:	
This program will be closed in FYE26 as it is no longer needed. All budget functions for Planning and Climate Protection will be centralized into Program Acct 608 (formerly Climate Protection)	
Essential Functions	
Strategic Plan Projects	Strategic Plan Alignment

Implement Plans, Policies & Measures

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	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	2.63	7.06	7.06		(7.06)	(100.00)%
Personnel Expenditures						
Permanent Salaries	413,395	1,211,401	1,211,401		(1,211,401)	(100.00)%
Overtime Salaries	173					
Temporary Salaries	3,356					
Payroll Taxes	6,523	17,391	17,391		(17,391)	(100.00)%
Pension Benefits	119,883	247,699	247,699		(247,699)	(100.00)%
FICA Replacement Benefits	9,313	24,325	24,325		(24,325)	(100.00)%
Group Insurance Benefits	55,622	150,835	150,835		(150,835)	(100.00)%
Transportation Subsidy	1,550	6,865	6,865		(6,865)	(100.00)%
Workers' Compensation	1,276	3,262	3,262		(3,262)	(100.00)%
Discretionary Contribution	33,508	77,232	77,232		(77,232)	(100.00)%
Total Personnel Expenditures	644,599	1,739,010	1,739,010		(1,739,010)	(100.00)%
Services & Supplies Expenditures						
Travel		7,900	7,900		(7,900)	(100.00)%
Training & Education	5,599	8,500	8,500		(8,500)	(100.00)%
Printing & Reproduction		1,500	1,500		(1,500)	(100.00)%
Professional Services	150,896	375,000	504,774		(504,774)	(100.00)%
Computer Hardware & Software	387	1,000	1,700		(1,700)	(100.00)%
Stationery & Office Supplies		1,000	300		(300)	(100.00)%
Total Services & Supplies Expenditures	156,882	394,900	524,674		(524,674)	(100.00)%
Capital Expenditures						
Total Expenditures	801,481	2,133,910	2,263,684		(2,263,684)	(100.00)%

Managing Division:	
Planning & Climate Protection Division	
Contact Person:	
Wendy Goodfriend	
Program Purpose:	
The Air Quality and Climate Planning program partners with local, regional and state agencies, community organizations, and other stakeholders to address disproportionate impacts in overburdened and frontline communities through plan, policy and project development and implementation.	
Essential Functions	
<ul style="list-style-type: none"> • Lead and coordinate efforts to prepare analyses, plans, and documentation to meet requirements of new or revised ambient air quality standards or air quality designation changes. • Lead development and implementation of air quality and climate plans in collaboration with regional and state agencies, local governments, and community partners. • Work with local governments and their community partners to develop and implement plans, policies and projects to improve air quality, reduce contributions to climate change, and address environmental justice and health equity. • Provide guidance, technical support and assistance to CEQA lead agencies, local governments and community partners. • Participate in Rule development and implementation, provide policy and technical support on agency priority initiatives. • Lead development and implementation of AB 617 Community Emissions Reductions Plans in partnership with community co-leads, community steering committee, community members, and state, local and regional agencies. 	
Strategic Plan Projects	Strategic Plan Alignment
BARCAP Initiative: develop and implement regional climate action plan	1.07 - New Climate Solutions
Lead AB617 East Oakland CERP development and Path to Clean Air CERP implementation.	1.01 - Change Approach to Air Quality 1.03 - Minimize Flaring 2.01 - Community Partnership 2.02 - Collect Community Data 2.03 - Make Data Accessible
Lead the Implementation Working Group (IWG) for the Zero NOx Building Appliance Rules	1.07 - New Climate Solutions
Local Government Support Program technical assistance, coordination, communications, and reporting	2.11 - Cumulative Health Impacts 4.06 - Inspire Action 4.09 - Land Use Impacts
Region-wide air quality plan and PM2.5 attainment plan development	1.01 - Change Approach to Air Quality 2.01 - Community Partnership 2.07 - Understand Local Air Pollution
Update the Planning Healthy Places Guidebook with new policies approaches, resources and examples	2.11 - Cumulative Health Impacts 4.06 - Inspire Action 4.09 - Land Use Impacts

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	7.91	8.35	8.35	16.89	8.54	102.28%
Number of Positions (LTCE)				1.00	1.00	
Personnel Expenditures						
Permanent Salaries	1,321,364	1,441,392	1,441,392	3,052,700	1,611,308	111.79%
Overtime Salaries	6,115			5,000	5,000	
Temporary Salaries	4,037					
Payroll Taxes	20,445	20,545	20,545	43,951	23,406	113.93%
Pension Benefits	259,509	283,844	283,844	582,409	298,565	105.19%
FICA Replacement Benefits	30,059	28,749	28,749	63,129	34,380	119.59%
Group Insurance Benefits	172,343	182,374	182,374	384,107	201,733	110.61%
Transportation Subsidy	4,623	8,114	8,114	22,976	14,862	183.16%
Workers' Compensation	4,077	3,855	3,855	7,538	3,683	95.54%
Discretionary Contribution	104,375	91,908	91,908	176,297	84,389	91.82%
Total Personnel Expenditures	1,926,947	2,060,781	2,060,781	4,338,107	2,277,326	110.51%
Services & Supplies Expenditures						
Travel	2,031	10,410	10,410	18,000	7,590	72.91%
Training & Education	6,975	6,900	6,900	13,500	6,600	95.65%
Communications	1,831					
Printing & Reproduction	374	1,200	1,200	2,000	800	66.67%
Professional Services	568,965	445,000	672,069	340,000	(332,069)	(49.41)%
Computer Hardware & Software				1,000	1,000	
Stationery & Office Supplies		500	500	250	(250)	(50.00)%
Books & Journals		100	100		(100)	(100.00)%
Minor Office Equipment		200	200	200		
Total Services & Supplies Expenditures	580,176	464,310	691,379	374,950	(316,429)	(45.77)%
Capital Expenditures						
Total Expenditures	2,507,123	2,525,091	2,752,160	4,713,057	1,960,897	71.25%

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Regulatory Development

The Rules Division is responsible for the development of regulations to implement Air District plans to attain federal and State air quality standards, and to protect public health. In addition to development of rules derived from planning documents, staff assists with the preparation of air quality plans. Other measures are developed under the direction of the Board of Directors to further protect public health and safety and reduce emissions of greenhouse gases. In addition, staff reviews existing regulations and develops revisions to improve clarity, efficiency and effectiveness. For each control measure, staff assesses potential emission reductions, technological feasibility, socioeconomic impacts, cost-effectiveness, and environmental impacts under CEQA. Staff conducts public workshops and other public involvement processes, prepares staff reports, and makes presentations and recommendations to the Board of Directors at public hearings and committee meetings. Staff also manages and coordinates the rule development process for other Divisions.

Managing Division:	
Regulatory Development	
Contact Person:	
Victor Douglas	
Program Purpose:	
The primary purpose of this program is to develop and propose emissions reductions strategies to reduce air pollutant emissions in the Bay Area.	
Essential Functions	
<ul style="list-style-type: none"> • Research and evaluate sources for potential emissions control strategies • Develop and propose new rules and amendments to existing rules • Engage and educate interested stakeholders on rule development efforts and other related projects • Support identification and development of regulatory strategies for air quality plans and community plans • Support implementation of air quality rules and community plans 	
Strategic Plan Projects	Strategic Plan Alignment
Assist M&M with development of refinery fenceline monitoring procedures and initiate rulemaking	2.07 - Understand Local Air Pollution
Complete amendments to Rule 11-18 to streamline and expedite implementation	4.10 - Ensure Success
Complete regulatory amendments to address woodsmoke	1.02 - Stronger Regulations
Complete regulatory amendments to Rule 6-4: Metal Recycling and Shredding Operations	1.01 - Change Approach to Air Quality 1.02 - Stronger Regulations
Complete regulatory amendments to various rules to reduce fugitive dust emissions	1.02 - Stronger Regulations
Continue supporting AB 617 communities to develop and implement Community Emission Reduction Plans	1.01 - Change Approach to Air Quality 1.02 - Stronger Regulations 2.01 - Community Partnership
Continue to support the Building Appliance Rules Implementation Working Group for Rules 9-4 and 9-6	1.07 - New Climate Solutions 4.10 - Ensure Success
Coordinate with Engineering and AIM to improve Engineering operations (permitting rules, Rule 12-15)	4.01 - Timely Permits 4.02 - Transparent Permit Process 4.10 - Ensure Success
Initiate amendments to building appliances rules to provide additional compliance flexibility	1.02 - Stronger Regulations 4.10 - Ensure Success
Initiate research into approaches to address indirect sources	1.01 - Change Approach to Air Quality 1.02 - Stronger Regulations
Initiate rule development efforts to address refinery flaring	1.01 - Change Approach to Air Quality 1.02 - Stronger Regulations 1.03 - Minimize Flaring

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	9.21	11.12	11.12	14.21	3.09	27.79%
Number of Positions (LTCE)				1.60	1.60	
Personnel Expenditures						
Permanent Salaries	1,526,937	1,936,988	1,936,988	2,563,640	626,652	32.35%
Overtime Salaries	2,696	16,000	16,000		(16,000)	(100.00)%
Temporary Salaries	10,899					
Payroll Taxes	23,827	27,840	27,840	36,752	8,912	32.01%
Pension Benefits	342,886	380,722	380,722	473,194	92,472	24.29%
FICA Replacement Benefits	34,863	38,277	38,277	55,760	17,483	45.67%
Group Insurance Benefits	199,999	267,026	267,026	392,134	125,108	46.85%
Transportation Subsidy	5,659	10,803	10,803	20,293	9,490	87.85%
Workers' Compensation	4,712	5,133	5,133	6,658	1,525	29.71%
Discretionary Contribution	121,129	123,532	123,532	147,908	24,376	19.73%
Total Personnel Expenditures	2,273,607	2,806,321	2,806,321	3,696,339	890,018	31.71%
Services & Supplies Expenditures						
Travel	97	9,500	9,500	9,500		
Training & Education	238	12,000	12,000	12,000		
Printing & Reproduction	3,193	22,000	22,000	22,000		
Professional Services	115,254	540,000	1,035,769	690,000	(345,769)	(33.38)%
Shop & Field Supplies		500	500	500		
Computer Hardware & Software	743	4,000	4,000	4,000		
Stationery & Office Supplies		250	250	250		
Books & Journals		250	250	250		
Total Services & Supplies Expenditures	119,525	588,500	1,084,269	738,500	(345,769)	(31.89)%
Capital Expenditures						
Total Expenditures	2,393,132	3,394,821	3,890,590	4,434,839	544,249	13.99%

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Program Distributions

Program 10

Program 10: General Fund Program Distributions

The monitoring and tracking of expenditures related to General Fund Program Distributions is managed through a dedicated account called Program 10. This separation allows Divisions and Finance staff to effectively oversee spending on special projects apart from the normal operating program budgets. Furthermore, it enables the Finance Office to reconcile actual expenses with the allocated budget amounts. These allocations cater to various programs and initiatives, with some requiring multiple years for expenditure.

The Fiscal Year 2025-2026 Program 10 General Fund Program Distribution encompasses two programs within the Air District’s Wildfire Air Quality Response Program:

The Home and School Air Filtration Program (HSAFP) was approved by the Board of Directors in July 2022 using \$1,000,000 in General Fund Reserves to support impacted communities that are vulnerable to wildfire smoke by distributing home air filtration units and filter replacements and providing air filtration upgrades to elementary schools in Richmond and San Pablo. Program partners include the Public Health Institute’s – Regional Asthma Management and Prevention (RAMP), Bay Area organizations in the California Asthma Mitigation Project (AMP), federally qualified health centers, James Cary Smith Community Grantees, and other community-based organizations partners in AB 617 communities, impacted communities and those serving outdoor workers, IQAir and West Contra Costa Unified School District.

The Board of Directors in June 2021 approved \$250,000 for staff to work with air filter manufacturers to purchase home air filters for the Home Air Filtration Program and a \$100,000 MOU agreement for a pilot program with RAMP and AMP partners to distribute air filters with the AMP partners to clients with asthma or other lung condition.

The Board of Directors in September 2021 approved an additional \$100,000 to expand the program to reach all Bay Area Counties under the Executive Officer’s expenditure authority and to seek additional partners in Solano, Marin, and Napa.

The Board of Directors in November 2023 approved staff to reallocate remaining Wildfire Mitigation Designation funds towards any of the partners and project categories and to expand eligibility to any clients of partners, eliminating the need for a lung condition, and any JCS Community Grantee.

The Wildfire Management Office Emergency Supplies (WMOES) was approved by the Board of Directors in July 2021 \$1,000,000 General Fund Reserves for Air District to provide heavy-duty portable air filtration units for regional emergency management authorities throughout the San Francisco Bay Area to help communities prepare for wildfire smoke that have the potential to impact air quality in entire regions for consecutive days.

The following is the projected spending plan for the programs:

Programs	Authorized Amount	YTD Spending as of 06/30/2024	FY25 Projected Spending	FY2026 Projected Spending	Division	Program
HSAFP	1,350,000	852,088	250,000	228,728	Environmental Justice	302
WMOES	1,000,000	711,218	196,782	92,000	Compliance & Enforcement	401

Program 11

Program 11: Clean HEET Grant Program/Woodsmoke Reduction

The monitoring and tracking of expenditures related to the Clean Heating Efficiently with Electric Technology (HEET) Grant Program are managed through a dedicated account called Program 11. This separation allows Divisions and Finance staff to effectively oversee spending on this program, distinct from the normal operating program budgets. It allows the Finance Office to reconcile actual expenses with the allocated budget amount for this program, which spans multiple fiscal years.

The Clean HEET program was developed and is supported with funding from a EPA Targeted Airshed Grant and revenue from the Air District's General Fund. In 2021, the Board of Directors authorized the Air District to accept, obligate, and expend up to \$2,120,345 in funding from the EPA and commit \$500,000 in General Fund monies from Designated Reserves as matching funding.

This program offers incentive funding to Bay Area homeowners to help reduce emissions and community exposure to wood smoke pollution. This is achieved by providing a grant to eligible applicants to lower the cost of replacing wood-burning devices, including freestanding wood-burning stoves, pellet stoves, and fireplace inserts, with electric heat pumps. The program originally launched in March 2024 and in early 2025, the EPA approved the Air District's request to expand the eligibility criteria and project options to include open hearth fireplaces. Additionally, a decommission-only option has been introduced, allowing older polluting devices to be permanently removed without having to be replaced with an electric heat pump.

The Air District is reviewing all completed applications until program funds have been exhausted and has conducted several solicitations that were either first-come, first-served or competitive. In all cases, projects sponsored by residents living in AB 617 communities, as well as those located in disadvantaged and low-income communities as defined by California climate initiatives, are prioritized. Additionally, the program offers "plus-up" funding for low-income residents. All work for this program must be completed by February 2026.

The following is the projected spending plan for FYE 2026

Programs	Authorized Amount	Estimate Spending as of 06/30/2025	FY2026 Projected Spending	Division	Program
Clean HEET	\$2,120,345	\$381,345	\$1,739,000	Strategic Incentives	311

Special Revenue Fund
Program Narratives and Expenditure Details

SPECIAL REVENUE FUND

The Air District's Special Revenue works to support the Air District's mission of improving air quality, protecting public health, and protecting the global climate. The Special Fund revenue is principally derived from state and federal agency grants (e.g., from the California Air Resources Board and US Environmental Protection Agency), Department of Motor Vehicle Registration fees, settlement agreements, environmental mitigation fees, bond-sales, and the Bay Area Clean Air Foundation.

The Air District uses monies from these revenue sources to fund a variety of programs and projects that complement its regulatory and enforcement activities: grant and incentive programs for public agencies businesses, community groups, and residents, community outreach and engagement efforts, air quality monitoring and analysis, commuter benefits and Spare the Air programs, mobile source and anti-idling enforcement activities, and others. Air District staff administrative costs related to the implementation of Air District sponsored projects and programs are mainly provided for by the revenue source. A list of the main sources of revenue is listed below and a description of the programs funded by these sources is found in the section that follows:

- California Air Resources Board
- Transportation Fund for Clean Air (TFCA)
- Mobile Source Incentive Fund (MSIF)
- Carl Moyer Program (CMP)
- Community Air Protection Program (CAP)
- Volkswagen Environmental Mitigation Trust (VW Trust)
- Funding Agricultural Replacement Measures for Emission Reductions (FARMER)
- US Environmental Protection Agency
- California Goods Movement I-Bond (CGMB)
- Ocean-Going Vessel At-berth Remediation Fund (OGV Remediation Fund)
- Bay Area Clean Air Foundation
- Settlement funds

SERVICE AREA - ENGINEERING & COMPLIANCE

Special Revenue Fund

- Compliance and Enforcement

The Compliance & Enforcement Division ensures the Air District realizes the emission reductions achieved by the air quality regulations adopted by the Board of Directors, and permit conditions issued by the Executive Officer/APCO. Compliance with Air District, state, and federal regulations is achieved through a robust Compliance Assurance and Enforcement Program that includes comprehensive inspections and investigations and a complementary Compliance Assistance Program that supports compliance objectives of the Division by maintaining operations and assisting industry with air quality regulations and requirements. The Division works closely with local and state regulatory agencies, regulated industry and members of the community to provide the highest level of service to protect air quality and public health. The Division implements Air District strategies and enforces regulations that pertain to stationary sources and has some mobile source enforcement authority in collaboration with the California Air Resources Board. Division priorities include conducting Title V and Synthetic Minor facility inspections, locating unpermitted sources of operations, resolving violations at facilities with ongoing non-compliance and responding to and investigating air quality complaints. Staff work collaboratively across Divisions to achieve the Air District's mission and apply the appropriate level of enforcement proportional to the level of non-compliance. The Division vigorously pursues violators who show a disregard for the law and well-being of the public and ensures corrective actions and measures to resolve violations are taken.

The Compliance and Enforcement Division continues to focus on activities that support the Air District's commitment to achieve clean air to protect public health and the environment as follows:

The Compliance Assurance and Enforcement Programs focus on announced and unannounced inspections of air pollution sources to ensure compliance. Targeted strategies are used to guide inspections to identify non-compliance and reduce excess emissions. Sources include Title V and Synthetic Minor facilities, petroleum refineries, chemical plants, dry cleaners, gasoline dispensing facilities, autobody shops, asbestos renovations and demolitions, agricultural and prescribed burning, and other permitted sources. Other facets of the program requiring Division resources include investigations of Title V deviation reporting, Reportable Compliance Activities, and other inspections pertaining to the Portable Equipment Registration Program (PERP), Asbestos projects (renovations, demolitions and naturally occurring asbestos – NOA), compliance determinations for State Air Toxics Control Measures (ATCMs) and Federal Maximum Available Control Technology (MACTs) for air toxics. Air pollution complaints and incident response investigations are a high priority in the Division that aim to address and resolve air quality concerns of local communities.

The Compliance Assistance Program develops outreach materials, advisories, policies and procedures and guidance information and implements compliance strategies that complement a wide range of enforcement efforts. The program aims to enhance industry and public understanding of compliance and enforcement programs and regulatory requirements, address compliance concerns and assist in resolving air quality violations. Key programs and projects in Compliance Assistance and Operations include the Air District's Wood Smoke Reduction Program, Air Quality Complaint Program, AB617 Community Health Protection Program in West Oakland, Richmond/San Pablo, East Oakland and Bay View Hunters Point, Wildfire Air Quality Response Program, Commuter Benefits, Title V, Open Burning, Flare Monitoring, Naturally Occurring Asbestos, Inspector Training, Green Business Certifications, Variance and Hearing Board Activities, and many others involving state, federal and Air District regulations and requirements. The program also maintains online web information, the dispatch operating system and the compliance assistance and complaint phone lines which are all integral interfaces with the public.

Managing Division:	
Compliance & Enforcement Division	
Contact Person:	
Tracy Lee	
Program Purpose:	
<p>The enhanced mobile source inspection program aims to reduce particulate matter (PM) emissions throughout the Bay Area, specifically at and adjacent to the Port of Oakland. As part of the program, Air District inspectors patrol for smoking vehicles on the road, between performing inspections and answering complaints. Smoking vehicles are reported to Air District dispatchers and owner information is extracted from Department of Motor Vehicles (DMV) records. Letters and other compliance assistance materials are sent to owners to encourage that they repair or retire the respective vehicles.</p>	
Essential Functions	
<ul style="list-style-type: none"> • Identify smoking vehicles and send notification letters to vehicle owners to inform them of the vehicle's excess emissions and to request that they repair the vehicle or contact assistance programs to retire the vehicle. • Conduct enhanced mobile source inspections at and adjacent to the Port of Oakland for compliance with the State drayage truck regulation and other related truck/mobile source regulations. • Issue Notice of Violations for trucks and other mobile sources found in non-compliance. • Develop compliance assistance materials for related mobile source regulatory requirements, including fact sheets, posters and other outreach and grants information. 	
Strategic Plan Projects	Strategic Plan Alignment

Enhanced Mobile Source Inspections (TFCA)

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	Program Actual	Approved Program Budget	Amended Program Budget	Proposed Program Budget	FTE/Dollar Change	Percent Change
	2024	2025	2025	2026	\$	%
Personnel Expenditures						
Services & Supplies Expenditures						
Communications	243	3,000	3,000	3,000		
Postage		4,000	4,000	4,000		
Printing & Reproduction	8,340	8,500	9,355	8,500	(855)	(9.14)
Total Services & Supplies Expenditures	8,583	15,500	16,355	15,500	(855)	(5.23)
Capital Expenditures						
Total Expenditures	8,583	15,500	16,355	15,500	(855)	(5.23)

SERVICE AREA - EQUITY & COMMUNITY PROGRAMS

Special Revenue Fund

- Strategic Incentive Division

The Strategic Incentives Division works to achieve early emissions reductions and accelerate adoption of cleanest-available technology through the administration of voluntary incentive programs to help fleet owners to replace older highly polluting vehicles and equipment with cleaner and zero-emissions technology. This work involves the oversight and administration of Special Revenue funds from federal, state, and local sources to offer incentives that target the clean-up of mobile sources in the marine, goods movement, industrial, transportation, and agricultural sectors, implementation of trip reduction strategies such as the installation of new bikeways and secure bike parking, and the change-out residential wood-burning stoves. The programs are designed to fund projects that reduce emissions and exposure in areas where communities have been most affected by air pollution. In FYE 2025, the team will be working to award over \$100 million in new Special Revenue-funded programs and active projects that were previously awarded over the past 10 years.

Special Revenue Fund sources are used to pay for direct project costs (grant awards) and associated Air District administrative costs. These revenue sources include the Carl Moyer Program, Community Air Protection – Incentive Program, Transportation Fund for Clean Air Fund, Mobile Source Incentive Fund, Funding Agricultural Replacement Measures for Emission Reductions (FARMER) Program, Environmental Protection Agency Targeted Airshed Program (EPA TAG), settlement funds, monies that are received from the Bay Area Clean Air Foundation, and other miscellaneous sources.

Managing Division:	
Strategic Incentives Division	
Contact Person:	
Alona Davis	
Program Purpose:	
Implement incentive programs for eligible projects that reduce emissions and community exposure to diesel exhaust and other pollutants, primarily from mobile sources, through the administration of state grant funds from the Carl Moyer Program (CMP), Community Air Protection (CAP) Incentives Program, Ocean-Going Vessel At-berth Remediation Fund (OGV Fund), and Funding Agricultural Replacement Measures for Emission Reductions (FARMER) Program.	
Essential Functions	
<ul style="list-style-type: none"> • Develop program policies and procedures, guidance materials, and administrative operating procedures; and develop solicitation packages and conduct outreach. • Review and evaluate project applications to determine eligibility and prepare recommendations for award of eligible projects for approval by the Board of Directors. • Prepare contracts, amendments, and correspondence; monitor projects, inspect, and audit programs and projects to assure compliance with State and District guidelines, policies, and statutory and regulatory requirements; process reimbursement requests; and ensure project files are complete and up to date. • Prepare and submit reports to CARB; liaise with CARB on contract and guideline requirements. • Prepare technical, financial, and staff reports, attend meetings, and participate in external audits. • Coordinate with IT contractors to develop, enhance, and maintain data management systems. • Develop new and enhance existing programs in support of community emission reduction plan strategies. • Hire and train new staff to support expansion of programs 	
Strategic Plan Projects	Strategic Plan Alignment
At least 80% of funding to projects to reduce emissions and exposure in priority communities	1.04 - Reimagine Funding
Build a new grants management system to increase efficiency and improve transparency	4.10 - Ensure Success
Develop a new program for heavy duty truck replacements to zero emission for small fleets	1.04 - Reimagine Funding
Develop an outreach plan to solicit projects that address community strategies	1.04 - Reimagine Funding
Develop and implement a new air filtration program	1.04 - Reimagine Funding
Develop and implement a new commercial lawn and garden program	1.04 - Reimagine Funding

State-Funded Incentive Programs

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	Program Actual	Approved Program Budget	Amended Program Budget	Proposed Program Budget	FTE/Dollar Change	Percent Change
	2024	2025	2025	2026	\$	%
Number of Positions (FTE)	16.74	12.58	12.58	19.60	7.02	55.80
Number of Positions (LTCE)				0.30	0.30	
Personnel Expenditures						
Permanent Salaries	2,179,691	1,778,916	1,778,916	2,730,553	951,637	53.50
Overtime Salaries	251					
Payroll Taxes	33,800	25,194	25,194	38,723	13,529	53.70
Pension Benefits	449,037	351,990	351,990	507,706	155,716	44.24
FICA Replacement Benefits	49,735	43,311	43,311	70,207	26,896	62.10
Group Insurance Benefits	287,491	271,198	271,198	464,761	193,563	71.37
Transportation Subsidy	7,831	12,224	12,224	25,552	13,328	109.03
Workers' Compensation	6,726	5,808	5,808	8,383	2,575	44.34
Discretionary Contribution	179,393	112,915	112,915	156,966	44,051	39.01
Total Personnel Expenditures	3,193,955	2,601,556	2,601,556	4,002,851	1,401,295	53.86
Services & Supplies Expenditures						
Travel	5,459	11,550	11,550	18,500	6,950	60.17
Training & Education	659	13,500	13,500	10,000	(3,500)	(25.93)
Communications	2,009	5,000	5,000	5,000		
Postage		1,000	1,000	1,000		
Printing & Reproduction		3,000	3,000	3,000		
Professional Services	51,046	150,500	313,761	100,500	(213,261)	(67.97)
Shop & Field Supplies	708	2,800	2,800	2,800		
Computer Hardware & Software		7,000	7,000	6,000	(1,000)	(14.29)
Stationery & Office Supplies		2,000	2,000	2,000		
Books & Journals		500	500	500		
Minor Office Equipment		2,500	2,500	2,500		
Total Services & Supplies Expenditures	59,881	199,350	362,611	151,800	(210,811)	(58.14)
Capital Expenditures						
Computer & Network				175,000	175,000	
Total Capital Expenditures				175,000	175,000	
Transfer In/Out	296,304			338,500	338,500	
Total Expenditures	3,550,140	2,800,906	2,964,167	4,668,151	1,703,984	57.49

Managing Division:	
Strategic Incentives Division	
Contact Person:	
Minda Berbeco	
Program Purpose:	
Implement incentive programs for eligible projects that reduce on-road vehicle emissions, through the administration of local funding from \$4 motor vehicle surcharge revenue, authorized by Assembly Bill 434.	
Essential Functions	
<ul style="list-style-type: none"> • Prepare contracts, amendments, and correspondence; review progress reports and monitor projects, inspect, and audit programs and projects to assure compliance with District policies and statutory requirements; process reimbursement requests; and ensure project files are complete and up to date. • Prepare recommendations for updates to program policies for consideration by the Board of Directors; update program guidance and administrative operating procedures, as needed; develop and implement solicitations and conduct outreach. • Prepare technical, financial, and staff reports, and attend meetings. • Review and evaluate project applications to determine their eligibility and prepare recommendations for award of eligible projects for approval by the Board of Directors, prioritizing the Bay Area's most impacted communities. 	
Strategic Plan Projects	Strategic Plan Alignment
At least 80% of funding to projects to reduce emissions and exposure in priority communities	1.04 - Reimagine Funding
Build a new grants management system that increases efficiency and improves transparency	4.10 - Ensure Success
Develop an outreach plan to solicit projects that address community strategies	1.04 - Reimagine Funding
Plan for development of new bikeways program for communities	1.04 - Reimagine Funding

Transportation Fund for Clean Air Administration (TFCA)

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	Program Actual	Approved Program Budget	Amended Program Budget	Proposed Program Budget	FTE/Dollar Change	Percent Change
	2024	2025	2025	2026	\$	%
Number of Positions (FTE)	3.16	5.37	5.37	3.25	(2.12)	(39.48)
Number of Positions (LTCE)				0.20	0.20	
Personnel Expenditures						
Permanent Salaries	513,265	794,907	794,907	498,227	(296,680)	(37.32)
Overtime Salaries	182					
Payroll Taxes	7,915	11,328	11,328	7,111	(4,217)	(37.23)
Pension Benefits	120,646	159,014	159,014	95,549	(63,465)	(39.91)
FICA Replacement Benefits	11,348	18,494	18,494	12,171	(6,323)	(34.19)
Group Insurance Benefits	65,505	116,679	116,679	66,258	(50,421)	(43.21)
Transportation Subsidy	1,860	5,220	5,220	4,430	(790)	(15.13)
Workers' Compensation	1,584	2,480	2,480	1,453	(1,027)	(41.41)
Discretionary Contribution	39,451	50,513	50,513	28,674	(21,839)	(43.23)
Total Personnel Expenditures	761,756	1,158,635	1,158,635	713,873	(444,762)	(38.39)
Services & Supplies Expenditures						
Travel	830	11,500	11,500	14,000	2,500	21.74
Training & Education	4,671	11,500	11,500	11,500		
Communications	1,537	3,000	3,000	2,000	(1,000)	(33.33)
Postage		500	500	500		
Printing & Reproduction		1,000	1,000	7,000	6,000	600.00
Professional Services	87,548	254,000	356,299	274,000	(82,299)	(23.10)
Shop & Field Supplies	644	3,000	3,000	3,000		
Computer Hardware & Software	38	7,000	7,000	7,000		
Stationery & Office Supplies	15	1,000	1,000	1,000		
Books & Journals		440	440	200	(240)	(54.55)
Minor Office Equipment		5,000	5,000	5,000		
Total Services & Supplies Expenditures	95,283	297,940	400,239	325,200	(75,039)	(18.75)
Capital Expenditures						
Computer & Network				175,000	175,000	
Total Capital Expenditures				175,000	175,000	
Transfer In/Out	452,238	180,911	180,911	544,223	363,312	200.82
Total Expenditures	1,309,277	1,637,486	1,739,785	1,758,296	18,511	1.06

Managing Division:	
Strategic Incentives Division	
Contact Person:	
Alona Davis	
Program Purpose:	
Implement incentive programs for eligible projects that reduce emissions and community exposure to diesel exhaust and other pollutants, primarily from mobile sources, through the administration of local funding from \$2 motor vehicle surcharge revenues, authorized by Assembly Bill 923, for emission reduction projects.	
Essential Functions	
<ul style="list-style-type: none"> • Recommend funding allocations to the Board of Directors. • Update program policies and procedures, guidance materials, and administrative operating procedures; develop solicitation packages; conduct outreach. • Review and evaluate project applications to determine eligibility and prepare recommendations for award of eligible projects for approval by the Board of Directors. • Prepare contracts, amendments, and correspondence; monitor projects, inspect, and audit programs and projects to assure compliance with State and District guidelines, policies, and statutory and regulatory requirements; process reimbursement requests; and ensure project files are complete and up to date. • Prepare and submit reports to the California Air Resources Board (CARB) on the expenditure of MSIF funds. • Prepare technical, financial, and staff reports, attend meetings, and participate in external audits. • Coordinate with IT contractors to develop, enhance, and maintain data management systems. 	
Strategic Plan Projects	Strategic Plan Alignment
At least 80% of funding to projects to reduce emissions and exposure in priority communities	1.04 - Reimagine Funding
Build a new grants management system that increases efficiency and improves transparency	4.10 - Ensure Success

Mobile Source Incentive Fund (MSIF)

310

	Program Actual	Approved Program Budget	Amended Program Budget	Proposed Program Budget	FTE/Dollar Change	Percent Change
	2024	2025	2025	2026	\$	%
Number of Positions (FTE)	3.21	4.30	4.30	4.26	(0.04)	(0.93)
Number of Positions (LTCE)				0.20	0.20	
Personnel Expenditures						
Permanent Salaries	455,815	643,265	643,265	619,926	(23,339)	(3.63)
Overtime Salaries	27					
Payroll Taxes	7,333	9,193	9,193	8,832	(361)	(3.93)
Pension Benefits	122,253	127,245	127,245	116,887	(10,358)	(8.14)
FICA Replacement Benefits	10,329	14,810	14,810	15,735	925	6.25
Group Insurance Benefits	60,655	90,890	90,890	91,167	277	0.30
Transportation Subsidy	1,701	4,180	4,180	5,727	1,547	37.01
Workers' Compensation	1,407	1,986	1,986	1,879	(107)	(5.39)
Discretionary Contribution	35,764	40,885	40,885	35,647	(5,238)	(12.81)
Total Personnel Expenditures	695,284	932,454	932,454	895,800	(36,654)	(3.93)
Services & Supplies Expenditures						
Travel	335	8,000	8,000	15,000	7,000	87.50
Training & Education	191	11,500	11,500	15,000	3,500	30.43
Communications	2,897	2,000	2,000	2,000		
Postage		500	500	500		
Printing & Reproduction		3,000	3,000	3,000		
Professional Services	89,290	145,000	159,112	57,000	(102,112)	(64.18)
Shop & Field Supplies		1,000	2,000	2,000		
Computer Hardware & Software		7,000	7,000	7,000		
Stationery & Office Supplies	780	800	800	1,000	200	25.00
Books & Journals		200	200	200		
Minor Office Equipment	2,827	2,500	2,500	2,500		
Total Services & Supplies Expenditures	96,320	181,500	196,612	105,200	(91,412)	(46.49)
Capital Expenditures						
Computer & Network				50,000	50,000	
Total Capital Expenditures				50,000	50,000	
Transfer In/Out	104,322	37,970	37,970	135,152	97,182	255.94
Total Expenditures	895,926	1,151,924	1,167,036	1,186,152	19,116	1.64

Managing Division:	
Strategic Incentives Division	
Contact Person:	
Minda Berbeco	
Program Purpose:	
Accelerate the removal of high-emitting vehicles from the on-road motor vehicle fleet within the District's jurisdiction.	
Essential Functions	
<ul style="list-style-type: none"> • Oversee contractor's purchase and scrapping of vehicles. • Respond to inquiries regarding Vehicle Buy-Back Program. • Oversee contractor's direct mailings. • Acquire and update Department of Motor Vehicles (DMV) database used for direct mail annually. • Develop and update Vehicle Buy-Back outreach materials. • Conduct site visits of dismantling yards and dismantler offices. • Manage suppression list and update DMV database. • Review and approve scrapping contractor invoices. • Review and approve direct mail contractor invoices. 	
Strategic Plan Projects	Strategic Plan Alignment
Ask community members what changes they want to see in funding programs.	1.04 - Reimagine Funding
Evaluate opportunities to make the Vehicle Buy-Back more flexible.	1.04 - Reimagine Funding
Review funding programs to reduce barriers to applying for funds	1.04 - Reimagine Funding
With community input, change funding programs to provide greater benefits to communities.	1.04 - Reimagine Funding

Vehicle Buy Back (MSIF)

312

	Program Actual	Approved Program Budget	Amended Program Budget	Proposed Program Budget	FTE/Dollar Change	Percent Change
	2024	2025	2025	2026	\$	%
Number of Positions (FTE)	0.41	1.10	1.10	0.81	(0.29)	(26.36)
Personnel Expenditures						
Permanent Salaries	56,268	159,815	159,815	120,921	(38,894)	(24.34)
Payroll Taxes	845	2,278	2,278	1,724	(554)	(24.32)
Pension Benefits	9,205	31,199	31,199	22,811	(8,388)	(26.89)
FICA Replacement Benefits	1,195	3,788	3,788	2,858	(930)	(24.55)
Group Insurance Benefits	6,922	22,991	22,991	16,764	(6,227)	(27.08)
Transportation Subsidy	201	1,069	1,069	1,040	(29)	(2.71)
Workers' Compensation	174	508	508	341	(167)	(32.87)
Discretionary Contribution	3,576	10,151	10,151	6,964	(3,187)	(31.40)
Total Personnel Expenditures	78,386	231,799	231,799	173,423	(58,376)	(25.18)
Services & Supplies Expenditures						
Travel		1,500	1,500	1,500		
Training & Education		1,000	1,000	1,000		
Postage		1,000	1,000	1,000		
Printing & Reproduction		1,000	1,000	1,000		
Professional Services	1,587,218	11,015,000	15,435,224	11,300,000	(4,135,224)	(26.79)
Total Services & Supplies Expenditures	1,587,218	11,019,500	15,439,724	11,304,500	(4,135,224)	(26.78)
Capital Expenditures						
Transfer In/Out	11,758	9,439	9,439	26,166	16,727	177.21
Total Expenditures	1,677,362	11,260,738	15,680,962	11,504,089	(4,176,873)	(26.64)

Managing Division:	
Strategic Incentives Division	
Contact Person:	
Chengfeng Wang	
Program Purpose:	
Implement incentive programs for projects that reduce emissions through the administration of miscellaneous sources of grant funding.	
Essential Functions	
<ul style="list-style-type: none"> • Review and evaluate project applications to determine eligibility and prepare recommendations for award of eligible projects for approval by the Board of Directors. • Prepare contracts, amendments, and correspondence; monitor projects, inspect, and audit programs and projects to assure compliance with grant agreements, Program guidelines, policies, and statutory and regulatory requirements; process reimbursement requests; and ensure project files are complete and up to date. • Prepare and submit reports and funding disbursement requests to funding agencies; liaise with funding agencies on contract and guideline requirements. • Prepare technical, financial, and staff reports, attend meetings, and participate in external audits. • Develop, update program policies and procedures, guidance materials, and administrative operating procedures; and develop solicitation packages and conduct outreach. 	
Strategic Plan Projects	Strategic Plan Alignment
Partner with communities on implementation of grant funded projects.	1.04 - Reimagine Funding

Miscellaneous Incentive Program (Other Grant)

316

	Program Actual	Approved Program Budget	Amended Program Budget	Proposed Program Budget	FTE/Dollar Change	Percent Change
	2024	2025	2025	2026	\$	%
Number of Positions (FTE)	0.05	0.07	0.07	0.20	0.13	185.71
Personnel Expenditures						
Permanent Salaries	5,126	12,023	12,075	38,298	26,223	217.17
Payroll Taxes	89	177	177	549	372	210.17
Pension Benefits	1,374	2,409	2,409	7,402	4,993	207.26
FICA Replacement Benefits	107	241	241	705	464	192.53
Group Insurance Benefits	717	1,603	1,603	5,082	3,479	217.03
Transportation Subsidy	22	68	68	257	189	277.94
Workers' Compensation	16	32	32	84	52	162.50
Discretionary Contribution	505	766	766	2,216	1,450	189.30
Total Personnel Expenditures	7,956	17,319	17,371	54,593	37,222	214.28
Services & Supplies Expenditures						
Travel		6,300	6,300		(6,300)	(100.00)
Total Services & Supplies Expenditures		6,300	6,300		(6,300)	(100.00)
Capital Expenditures						
Transfer In/Out	(7,956)					
Total Expenditures		23,619	23,671	54,593	30,922	130.63

Managing Division:	
Strategic Incentives Division	
Contact Person:	
Minda Berbeco	
Program Purpose:	
Implement incentive programs for eligible projects that reduce emissions and community exposure to diesel exhaust and other pollutants associated with goods movement activities, primarily from mobile sources, through the administration of state grant funds from the Proposition 1B: Goods Movement Emission Reduction Program.	
Essential Functions	
<ul style="list-style-type: none"> • Develop/update policies and procedures in accordance with state requirements. • Conduct outreach to interested parties and provide application assistance. • Evaluate grant applications for eligibility with guidelines. • Conduct inspections of the baseline and funded project equipment. • Prepare grant award recommendations and coordinate the execution of funding agreements for the selected projects. • Administer and monitor projects that have been awarded Goods Movement Program grants. • Prepare and submit reports to the California Air Resources Board. • Monitor, inspect, and audit current and previously funded programs and projects to assure compliance with State and Air District guidelines, policies, and statutory and regulatory requirements. • Prepare technical, financial, and staff reports. 	
Strategic Plan Projects	Strategic Plan Alignment
Develop a new program for the transition of transportation refrigeration units to zero emission	1.04 - Reimagine Funding

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	0.64	0.88	0.88	0.55	(0.33)	(37.50)
Personnel Expenditures						
Permanent Salaries	92,718	127,298	127,298	94,465	(32,833)	(25.79)
Payroll Taxes	1,476	1,805	1,805	1,362	(443)	(24.54)
Pension Benefits	31,461	25,884	25,884	18,090	(7,794)	(30.11)
FICA Replacement Benefits	2,067	3,031	3,031	1,941	(1,090)	(35.96)
Group Insurance Benefits	12,251	21,721	21,721	16,169	(5,552)	(25.56)
Transportation Subsidy	331	855	855	706	(149)	(17.43)
Workers' Compensation	286	406	406	232	(174)	(42.86)
Discretionary Contribution	8,230	8,085	8,085	5,456	(2,629)	(32.52)
Total Personnel Expenditures	148,820	189,085	189,085	138,421	(50,664)	(26.79)
Services & Supplies Expenditures						
Travel				1,000	1,000	
Professional Services	11,694		9,337	5,000	(4,337)	(46.45)
Total Services & Supplies Expenditures	11,694		9,337	6,000	(3,337)	(35.74)
Capital Expenditures						
Transfer In/Out	67,200					
Total Expenditures	227,714	189,085	198,422	144,421	(54,001)	(27.22)

Managing Division:	
Strategic Incentives Division	
Contact Person:	
Chengfeng Wang	
Program Purpose:	
The purpose of this program is to administer the Volkswagen Environmental Mitigation Trust funds to mitigate the lifetime excess oxides of nitrogen (NOx) emissions caused by VW's use of an illegal defeat device in the State of California.	
Essential Functions	
<ul style="list-style-type: none"> • Review and evaluate project applications to determine eligibility and prepare recommendations for award of eligible projects for approval. • Prepare contracts, amendments, and correspondence; monitor projects, inspect, and audit programs and projects to assure compliance with grant agreements, Program guidelines, policies, and statutory and regulatory requirements; process reimbursement requests; and ensure project files are complete and up to date. • Prepare and submit reports and funding disbursement requests to funding agencies; liaise with funding agencies on contract and guideline requirements. • Maintain program website and program hotline. • Prepare technical, financial, and staff reports, attend meetings, and participate in external audits. • Coordinate with IT contractors to develop, enhance, and maintain data management systems. • Develop, update program Implementation Manual, guidance materials, and administrative operating procedures; and develop solicitation packages and conduct outreach. 	
Strategic Plan Projects	Strategic Plan Alignment
Maintain and update grants management system, program website to improve transparency	4.10 - Ensure Success
Prioritize funding for projects that benefit communities impacted by air pollution	1.04 - Reimagine Funding
Reduce barriers to applying for funds	1.04 - Reimagine Funding

Volkswagen Environmental Mitigation Trust (VW Trust)

324

	Program Actual	Approved Program Budget	Amended Program Budget	Proposed Program Budget	FTE/Dollar Change	Percent Change
	2024	2025	2025	2026	\$	%
Number of Positions (FTE)	3.16	3.13	3.13	4.26	1.13	36.10
Number of Positions (LTCE)				0.10	0.10	
Personnel Expenditures						
Permanent Salaries	444,380	463,426	463,426	679,277	215,851	46.58
Payroll Taxes	6,829	6,578	6,578	9,744	3,166	48.13
Pension Benefits	73,911	93,760	93,760	131,529	37,769	40.28
FICA Replacement Benefits	10,213	10,780	10,780	15,382	4,602	42.69
Group Insurance Benefits	56,906	81,816	81,816	126,859	45,043	55.05
Transportation Subsidy	1,458	3,042	3,042	5,598	2,556	84.02
Workers' Compensation	1,371	1,446	1,446	1,837	391	27.04
Discretionary Contribution	33,753	29,448	29,448	39,158	9,710	32.97
Total Personnel Expenditures	628,821	690,296	690,296	1,009,384	319,088	46.22
Services & Supplies Expenditures						
Travel	516	13,700	13,700	13,700		
Training & Education		3,500	3,500	3,500		
Postage		500	500	500		
Printing & Reproduction		3,000	3,000	3,000		
Professional Services	(26,848)	50,800	63,366	60,800	(2,566)	(4.05)
Shop & Field Supplies		400	400	400		
Computer Hardware & Software		5,000	5,000	5,000		
Stationery & Office Supplies		1,000	1,000	1,000		
Books & Journals		500	500	500		
Minor Office Equipment		1,000	1,000	1,000		
Total Services & Supplies Expenditures	(26,332)	79,400	91,966	89,400	(2,566)	(2.79)
Capital Expenditures						
Transfer In/Out	283,949	265,633	286,066	456,811	170,745	59.69
Total Expenditures	886,438	1,035,329	1,068,328	1,555,595	487,267	45.61

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Special Revenue Fund

- Technology Implementation Office (TIO)

The Technology Implementation Office (TIO) mission is to advance emerging, cost-effective solutions to achieve greenhouse gas emissions reductions for the transportation and industrial source sectors. TIO will connect climate technologies and customers by providing financial incentives (through grants and loans) as well as technical and matchmaking support. Climate technology areas include zero emissions vehicles and infrastructure, zero emissions energy storage and backup systems, composting, and waste-to-energy projects (co-digestion, waste treatment, anaerobic digestion, combined heat and power). By supporting the scale-up of climate technologies, TIO can help achieve state and regional greenhouse gas emissions targets, reduce emissions in impacted communities, while also making technologies cost-effective even in regions without strong climate policies.

Managing Division:	
Technology Implementation Office	
Contact Person:	
Anthony Fournier	
Program Purpose:	
Administer funding, outreach, and planning to accelerate the adoption of light-duty (passenger) electric vehicles (EVs) and EV infrastructure in the Bay Area. Prior to FYE26 the Clean Cars for All program was included in account 317, but moved to account 330 for FYE26.	
Essential Functions	
<ul style="list-style-type: none"> Administer grant programs, including updating policies and guidelines, conducting outreach, preparing program documents and communications, processing reimbursement requests, tracking project status, and conducting audits, for the Charge! program, CEC REACH grant, FHWA grant, and CMAQ grant. Organize and participate in workgroups and events to increase awareness about EVs, support deployment, sharing best practices, and regional coordination. Conduct analyses and planning to inform Air District strategy and programs. Prepare technical, financial, and staff reports. 	
Strategic Plan Projects	Strategic Plan Alignment
EV and EV Charging programs	1.04 - Reimagine Funding 1.07 - New Climate Solutions 4.06 - Inspire Action 4.07 - Customer Service

Light Duty Electric Vehicle Program (Other Grant)

317

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	7.65	7.94	7.94	2.99	(4.95)	(62.34)
Number of Positions (LTCE)				0.30	0.30	
Personnel Expenditures						
Permanent Salaries	1,062,289	1,198,894	1,198,844	522,711	(676,133)	(56.40)
Overtime Salaries	4,898	60,000	60,000	20,000	(40,000)	(66.67)
Temporary Salaries		100,000	100,000		(100,000)	(100.00)
Payroll Taxes	16,635	17,303	17,303	7,590	(9,713)	(56.13)
Pension Benefits	236,959	233,050	233,050	97,180	(135,870)	(58.30)
FICA Replacement Benefits	23,996	27,342	27,342	11,604	(15,738)	(57.56)
Group Insurance Benefits	138,199	163,412	163,412	71,212	(92,200)	(56.42)
Transportation Subsidy	3,618	7,716	7,716	4,223	(3,493)	(45.27)
Workers' Compensation	3,278	3,667	3,667	1,385	(2,282)	(62.23)
Discretionary Contribution	84,305	76,217	76,217	30,145	(46,072)	(60.45)
Total Personnel Expenditures	1,574,177	1,887,601	1,887,551	766,050	(1,121,501)	(59.42)
Services & Supplies Expenditures						
Travel	2,293	36,000	36,000	12,000	(24,000)	(66.67)
Training & Education		9,500	9,500	3,000	(6,500)	(68.42)
Communications	2,434	7,000	7,000		(7,000)	(100.00)
Professional Services	684,985	1,627,000	2,225,190	787,000	(1,438,190)	(64.63)
Computer Hardware & Software		11,000	11,000	4,000	(7,000)	(63.64)
Total Services & Supplies Expenditures	689,712	1,690,500	2,288,690	806,000	(1,482,690)	(64.78)
Capital Expenditures						
Transfer In/Out	365,364	566,280	609,840	154,089	(455,751)	(74.73)
Total Expenditures	2,629,253	4,144,381	4,786,081	1,726,139	(3,059,942)	(63.93)

Managing Division:	
Technology Implementation Office	
Contact Person:	
Tin Le	
Program Purpose:	
Administer funding, outreach, and planning to accelerate the adoption of light-duty (passenger) electric vehicles in the Bay Area through the Clean Cars for All Program. Prior to FYE26 the Clean Cars for All program was included in account 317.	
Essential Functions	
<ul style="list-style-type: none"> Administer grant programs, including updating policies and guidelines, conducting outreach, preparing program documents and communications, processing reimbursement requests, tracking project status, and conducting audits, for the Clean Cars For All program. Organize and participate in workgroups and events to increase awareness about EVs, support deployment, sharing best practices, and regional coordination. Conduct analyses and planning to inform Air District strategy and programs. Prepare technical, financial, and staff reports. 	
Strategic Plan Projects	Strategic Plan Alignment
CCFA Program	1.04 - Reimagine Funding 1.07 - New Climate Solutions 4.06 - Inspire Action 4.07 - Customer Service

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)				4.93	4.93	
Number of Positions (LTCE)				2.70	2.70	
Personnel Expenditures						
Permanent Salaries				1,035,458	1,035,458	
Overtime Salaries				40,000	40,000	
Temporary Salaries				100,000	100,000	
Payroll Taxes				14,898	14,898	
Pension Benefits				190,489	190,489	
FICA Replacement Benefits				26,919	26,919	
Group Insurance Benefits				190,422	190,422	
Transportation Subsidy				9,797	9,797	
Workers' Compensation				3,214	3,214	
Discretionary Contribution				59,508	59,508	
Total Personnel Expenditures				1,670,705	1,670,705	
Services & Supplies Expenditures						
Travel				24,000	24,000	
Training & Education				6,500	6,500	
Communications				7,000	7,000	
Professional Services				790,000	790,000	
Computer Hardware & Software				7,000	7,000	
Total Services & Supplies Expenditures				834,500	834,500	
Capital Expenditures						
Total Expenditures				2,505,205	2,505,205	

SERVICE AREA - PUBLIC AFFAIRS

Special Revenue Fund

- Communication Division

The Communications Office manages advertising and outreach for Spare the Air and the Employer Programs. The Office maintains the Spare the Air website, related social media sites and the Spare the Air mobile apps. The Office represents the Air District at community events for Spare the Air throughout the region.

Office functions include production of publications and digital collateral for the general public and target audiences. This includes publishing newsletters, videos and collateral materials. The Office also provides and oversees graphic design services, social media content creation, translation services and videography.

Managing Division:	
Communications Office	
Contact Person:	
Kristina Chu	
Program Purpose:	
<p>The Spare the Air program encourages the public to reduce their driving, a major source of Bay Area air pollution, and promotes the use of public transit, biking, walking, carpooling, trip reduction and other behavior changes that reduce pollution from transportation sources. The program also provides outreach to employers/employees through the Spare the Air Employer Program. Employers are targeted specifically due to their significant influence on the commute behaviors of their employees.</p>	
Essential Functions	
<ul style="list-style-type: none"> • Prepare and issue media releases and respond to media inquiries related to the Spare the Air program. • Conduct Spare the Air campaign to educate the public about individual choices to reduce air pollution. • Manage Spare the Air public outreach campaigns for advertising, social media and media relations. • Provide Spare the Air program public outreach at community events throughout the Bay Area. • Notify the media and employers of Spare the Air Alerts through AirAlerts, press releases, websites, apps and social media sites. • Manage STA employer outreach & advertising campaign. • Manage and update Spare the Air website landing pages and provide regular updates, measurements and responses for social media sites. • Notify the public of Spare the Air Alerts through AirAlerts, text alerts, the media, sparetheair.org, baaqmd.gov, the STA app and social media sites. • Coordinate STA sponsorship of community events and fairs throughout the Bay Area. • Provide overview of campaign to the Board of Directors. 	
Strategic Plan Projects	Strategic Plan Alignment
Attend employer events throughout the Bay Area	4.07 - Customer Service
Disseminate STA notifications	4.06 - Inspire Action
Implementation of STA advertising & outreach campaign	4.06 - Inspire Action
Manage STA Employer Program to inform employees about commuter incentive programs and STA alerts	4.06 - Inspire Action
Sponsor and attend community events	2.06 - Talk With Communities 4.06 - Inspire Action 4.07 - Customer Service

Spare the Air Program (TFCA)

306

	Program Actual 2024	Approved Program Budget 2025	Amended Program Budget 2025	Proposed Program Budget 2026	FTE/Dollar Change \$	Percent Change %
Number of Positions (FTE)	3.05	3.60	3.60	3.35	(0.25)	(6.94)
Personnel Expenditures						
Permanent Salaries	410,995	518,761	518,761	514,364	(4,397)	(0.85)
Overtime Salaries	106,570	30,000	30,000	100,000	70,000	233.33
Temporary Salaries	50					
Payroll Taxes	6,376	7,418	7,418	7,413	(5)	(0.07)
Pension Benefits	81,064	105,547	105,547	99,226	(6,321)	(5.99)
FICA Replacement Benefits	8,787	12,381	12,381	11,831	(550)	(4.44)
Group Insurance Benefits	53,948	75,859	75,859	74,489	(1,370)	(1.81)
Transportation Subsidy	1,588	3,494	3,494	4,306	812	23.24
Workers' Compensation	1,268	1,660	1,660	1,413	(247)	(14.88)
Discretionary Contribution	29,354	32,943	32,943	29,642	(3,301)	(10.02)
Total Personnel Expenditures	700,000	788,063	788,063	842,684	54,621	6.93
Services & Supplies Expenditures						
Travel	2,009					
Professional Services	936,641	1,538,000	2,067,801	1,538,000	(529,801)	(25.62)
Total Services & Supplies Expenditures	938,650	1,538,000	2,067,801	1,538,000	(529,801)	(25.62)
Capital Expenditures						
Transfer In/Out	316,091	354,622	354,622	381,165	26,543	7.48
Total Expenditures	1,954,741	2,680,685	3,210,486	2,761,849	(448,637)	(13.97)

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Special Revenue Fund

- External Affairs Office

In partnership with the Metropolitan Transportation Commission, External Affairs manages enforcement for Rule 14-1, Commuter Benefits program. Regular program updates are mailed to all registered employers, follow up is conducted with lapsed and unregistered employers to get them into compliance with the regional rule and maintain commuter benefits for their employees. Enforcement action is taken if employers fail to come into compliance after receiving warning from the Air District. Enforcement efforts are monitored and tracked and the team works with the Compliance and Enforcement Division and Legal Division if violations occur.

Managing Division:	
External Affairs Office	
Contact Person:	
Lisa Fasano	
Program Purpose:	
Implementation of the Commuter Benefits Program, per the requirements of Air District Regulation 14-1.	
Essential Functions	
<ul style="list-style-type: none"> • Perform outreach to affected employers. • Continue education campaign for affected employers. • Perform tracking and monitoring of program. • Facilitate data reporting and storage for affected employers. • Coordinate activities with Metropolitan Transportation Commission's 511.org. • Prepare and implement a compliance and enforcement system. • Maintain ongoing partnership with the Metropolitan Transportation Commission to administer and enforce this rule. • Work with MTC to create greater awareness of the benefits, resources and GHG reductions of the Commuter Benefits Program to encourage greater employer/employee commuting partnership. 	
Strategic Plan Projects	Strategic Plan Alignment
Improve CBP enforcement response, for compliance/benefits of rule to employers/employees/cities.	4.05 - Improve Compliance Investigations 4.06 - Inspire Action 4.09 - Land Use Impacts 4.10 - Ensure Success 4.11 - Align Resources
Improve messaging to cities/counties re:CBP localization: business-encouraged commute alternatives.	2.01 - Community Partnership 2.06 - Talk With Communities 2.07 - Understand Local Air Pollution 2.11 - Cumulative Health Impacts
Partner w/ employers/cities/counties for mutual understanding of commuting/community benefit.	3.03 - One Air District Community
Strengthen partnership with the MTC for the Commuter Benefits Program.	1.01 - Change Approach to Air Quality 1.07 - New Climate Solutions

Commuter Benefits Program (TFCA)

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	Program Actual	Approved Program Budget	Amended Program Budget	Proposed Program Budget	FTE/Dollar Change	Percent Change
	2024	2025	2025	2026	\$	%
Number of Positions (FTE)				0.50	0.50	
Personnel Expenditures						
Permanent Salaries				98,860	98,860	
Payroll Taxes				1,532	1,532	
Pension Benefits				19,894	19,894	
FICA Replacement Benefits				1,764	1,764	
Group Insurance Benefits				17,777	17,777	
Transportation Subsidy				642	642	
Workers' Compensation				211	211	
Discretionary Contribution				5,724	5,724	
Total Personnel Expenditures				146,404	146,404	
Services & Supplies Expenditures						
Travel		6,000	6,000		(6,000)	(100.00)
Postage		5,000	5,000	20,000	15,000	300.00
Total Services & Supplies Expenditures		11,000	11,000	20,000	9,000	81.82
Capital Expenditures						
Transfer In/Out				66,263	66,263	
Total Expenditures		11,000	11,000	232,667	221,667	2,015.15

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Appendices

APPENDIX A

SELECTED LEGAL REQUIREMENTS

The following highlights selected major legal requirements regarding the use and collection of funds that are considered when developing and reviewing the Air District's budget:

1. Federal law requires that the Air District collect fees from affected facilities to fund the implementation of Title V of the Federal Clean Air Act (42 U.S.C. Section 7401, et seq. and implementing regulations in 40 CFR Parts 60 and 70). Implementation of Title V includes all activities involved in the review, issuance, and enforcement of Title V Permits. "Affected facilities" include all major stationary sources as defined in the Federal Clean Air Act.
2. Revenue received by the Air District pursuant to *California Health and Safety Code* Section 44220, et seq. (Transportation Fund for Clean Air (TFCA)) may only be used to fund approved projects, and certain expenditures incurred for administration of the TFCA program, including audits. The expenditures for the administration of TFCA grants are contained in the Transportation Fund for Clean Air Administration.
3. Permit fee revenue may only be used to fund activities associated with the permitting, monitoring, and enforcement of regulations affecting permitted stationary sources. Past audits of District activities have shown that the Air District's programs meet this test.
4. Funding from several sources, including grants, is restricted, and thus may only be used to fund certain activities. Air District accounts are periodically audited to ensure that such funds are used appropriately.
5. *California Health and Safety Code* Section 40131(a)(3) requires that two public hearings be held regarding the adoption of the District budget. The first hearing is for the exclusive purpose of reviewing the budget and providing the public with the opportunity to comment upon the proposed budget. This hearing must be separate from the hearing at which the District adopts its budget. The adoption hearing may not be held any sooner than two weeks after the first hearing. Thirty (30) days public notice must be given before the first public hearing.
6. The Maintenance of Effort (MOE) level refers to a Federal EPA Section 105 grant condition. This condition states that, "No agency shall receive any grant under this section during any fiscal year when its expenditures of non-Federal funds for recurrent expenditures for air pollution control programs will be less than its expenditures were for such programs during the preceding fiscal year unless the Administrator, after notice and opportunity for public hearing, determines that a reduction in expenditures is attributable to a non-selective reduction in the expenditures in the programs of all Executive branch agencies of the applicable unit of Government." Depending on the expenditures reported on the Federal Status Report (FSR) at the conclusion of the federal FYE 2025, receipt of the Federal grant funds for FYE 2026 could be delayed or jeopardized because of this MOE requirement.

APPENDIX B

GENERAL FUND RESERVES AND LIABILITIES

	FY 2023-24 Audited	FY 2024-25 Projected	FY 2025-26 Projected
Beginning Reserve Balance	95,637,910	111,638,397	101,445,339
Operating Transfer in	13,884,653		
Designated Reserves Adjustments	2,115,834	(500,000)	(2,935,581)
Use of Reserves for Budget		(9,693,058)	(10,179,010)
Ending Reserve Balance	111,638,397	101,445,339	88,330,748
Committed (Reserve Designations)*			
<i>Economic Contingency Designations</i>			
AB617 Staffing Contingency	7,700,000	9,000,000	9,000,000
Federal Grant Contingency			7,650,000
Litigation Support Contingency	6,255,000	3,655,000	3,655,000
Pandemic Contingency	2,000,000		
Reserve Policy (X% of Budget)**	26,490,000	36,191,000	40,243,000
	42,445,000	48,846,000	60,548,000
<i>Long Term Commitment Designations</i>			
Community Benefits	3,000,000	3,000,000	3,000,000
Limited-Term Contract Employee (LTCE) Staffing	1,000,000	1,800,000	2,913,639
Schedule X - Operating	6,671,854	4,671,854	4,035,634
Schedule X - Capital		2,000,000	1,125,000
Technology Implementation Office	3,350,000	2,850,000	2,850,000
	14,021,854	14,321,854	13,924,273
<i>Other Designations</i>			
Appliance Rule Outreach			2,500,000
Building Improvements (Headquarters East & West)	5,000,000	1,000,000	3,000,000
Incident Monitoring Program	1,000,000	1,000,000	1,000,000
One-time professional cost			2,075,000
Prefund Pension Trust			4,000,000
Spare the Air Program	1,075,000		
Wildfire Mitigation	288,782	288,782	288,782
Woodsmoke (Enforcement)	497,912	497,912	497,912
Woodsmoke Program (SID)	473,850	473,850	473,850
	8,335,544	3,260,544	13,835,544
Total Committed (Reserve Designations)	64,802,398	66,428,398	88,307,817
Unassigned (Available Reserve Balance)	46,835,999	35,016,941	22,931
Community Benefit Fund Reserves -Admin	1,912,841	9,472,687	6,170,561
Community Benefit Fund Reserves -Project	19,340,944	95,779,297	95,779,297
* Reserve Designations are subject to change at Board's discretion.			
** Policy range is 25-35% beginning FY2025. FY 2025 & 2026 reflects the 25% minimum amount.			
ESTIMATED OUTSTANDING LIABILITIES			
CalPERS Pension Retirement			104,936,237
Other Post Employment Benefit Plan			6,283,387
Certificate of Participation Notes			25,028,600
TOTAL			136,248,224

APPENDIX B

GENERAL FUND RESERVES AND LIABILITIES

APPENDIX B depicts the actual unrestricted reserves amount at the end of FYE 2024, as well as the projected amount for FYE 2025 and FYE 2026. For FYE 2025, a recommendation of \$9.7 million transfer from General Fund Reserves, of which \$2.9 million is a short-term investment in staffing to address operational needs in several divisions. The remaining \$6.8 million is to be used for capital projects/equipment and other one-time costs. For FYE 2026, a recommendation to transfer \$3.3 million from designated reserves to support the Refinery Community Air Monitoring Program and Limited Term Contract Employees (LTCE). Another \$10.2M transfer from reserves will support ongoing short-term staffing investments and one-time costs to address capital purchases and services. To remain fiscally prudent, the Air District established an economic contingency reserve policy (percentage of General Fund operating expense) to ensure the stability of services for a period of time and the ability to set aside funds for anticipated projects and future obligations. Over the years, staff recommended reserve designations to be set aside for a specific purpose. The following is a brief description summarizing designated categories as shown in the table on the previous page. Any designated and undesignated funds are subject to change at the Board of Director's discretion.

- **AB617 Staffing Contingency** was established in FYE 2022 to allow staffing continuity for the AB617 program
- **Appliance Rule Outreach** was established in FYE 2026 to was established in FYE 2026 to support outreach, education, and communications for Rules 9-4 and 9-6
- **Building Improvements (HQE & Beale)** was established in FYE 2023 to continue office space improvements
- **Community Benefits** was established in FYE 2022 to provide community benefits
- **Community Benefit Fund Reserves – Admin** was established in FYE 2024 to support the Community Investment Office in administering the community benefit program
- **Community Benefit Fund Reserves – Project** was established in FYE 2024 to create an opportunity to direct significant resources back into the communities where air quality violations occurred
- **Federal Grant Contingency** was established in FYE 2025 to address continuity of certain federal funded administrative and program cost
- **Incident Monitoring Program** was established in FYE 2024 to increase capacity to characterize air quality impacts from large incidents at facilities
- **Limited Term Contract Employee (LTCE) Staffing** was established in FYE 2024 to support temporary staffing for unanticipated project work
- **Litigation Support Contingency** was established in FYE 2023 to address potential litigations.
- **One-time professional cost** was established in FYE 2026 to support funding various operational services
- **Pandemic Contingency** was established in FYE 2022 to address potential operating revenue shortfall due to the COVID-19 pandemic
- **Prefund Pension Trust** was established in FYE 2026 to increase the additional discretionary contributions to the pension 115 trust account
- **Reserves Policy Contingency** was established in FYE 2008 at the request of the Board for unplanned expenditure and/or unanticipated loss in revenues. In FYE 2025, the board amended the policy to 25-35%.
- **Schedule X (Operating & Capital)** was implemented in FYE 2017 to establish and operate refinery-related community air monitoring systems
- **Spare the Air Program** was established in FYE 2024 to allow for continued operations in the event of an unanticipated single year shortfall in the Spare the Air Program
- **Technology Implementation Office** was established in FYE 2019 to fund projects using a revolving loan arrangement to leverage funding for technologies that reduce greenhouse gas emissions
- **Unassigned Reserves** are any remaining reserves without designations. These funds can be designated at any time

- **Wildfire Mitigation** was established in FYE 2022 to fund the wildfire air quality response program
- **Woodsmoke Program** was established in FYE 2018 to support funding changeout of residential heating woodburning devices

Appendix B also includes a list of the Air District's Outstanding Liabilities:

- **Pension Retirement** – The Air District provides a retirement pension benefit plan through California Public Employee Retirement System (CalPERS). As of 2023 valuation of the plan, that Air District's unfunded liability for the plan was \$120 million; offset by \$16M investments in the prefund 115 prefund established in FYE 2024.
- **Other Post-Employment Benefits** – The Air District provides continuation of medical, dental, vision and life insurance coverage to its retired employees through California Employers Retirement Benefit Trust (CERBT). As of the 2023 valuation of the plan, that Air District's unfunded liability for the plan is \$ 6 million.
- **Certificate of Participation Notes (COP)** – The Air District issued COPs to finance its headquarters at 375 Beale. As of June 2023, the estimated principal and interest outstanding were \$25 million.

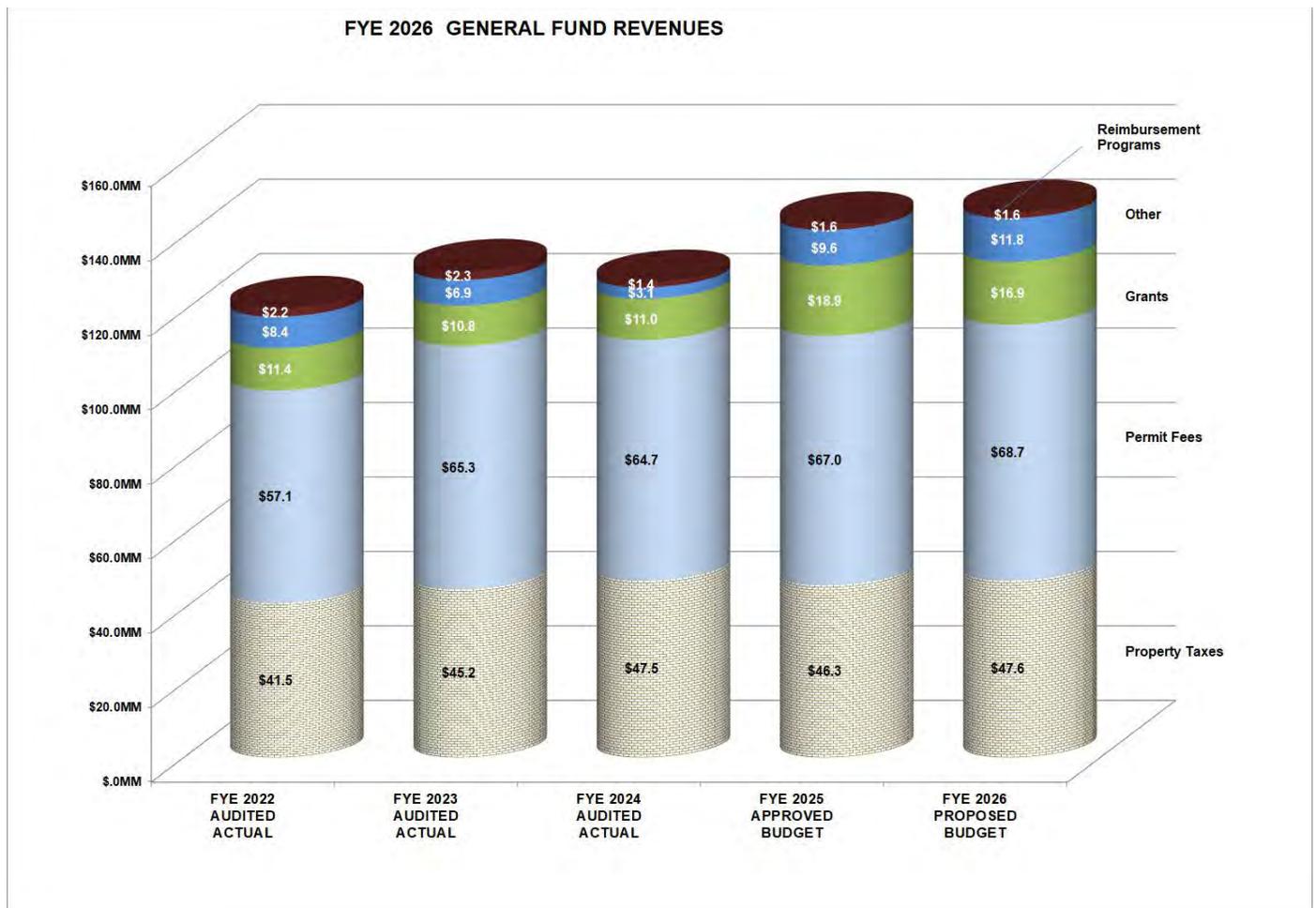
APPENDIX C

Figure 1

General Fund Revenue Trends

Below Figure 1 graphically displays the trends in the sources of actual revenues used to fund actual expenditures each year from FYE 2022 through FYE 2024 along with the approved and proposed budget for FYE 2025 and FYE 2026, respectively.

As seen here, permit fees are the Air District's largest source of revenue. Actual permit revenues fluctuate from FYE 2022 through FYE 2024 because of fee increases to each individual fee schedule based on the cost recovery policy and new fees implemented during the period. In FYE 2026 projected permit revenues are expected to have 3% increase. Actual property tax revenues maintained an increasing trend over the past three years attributed to multiple factors such as the annual statutory increases limited to 3%, changes in ownership and new construction in the Bay Area. This revenue source is expected to continue to increase in FYE 2026. Other General Fund sources of revenue have experienced small fluctuations over the years.



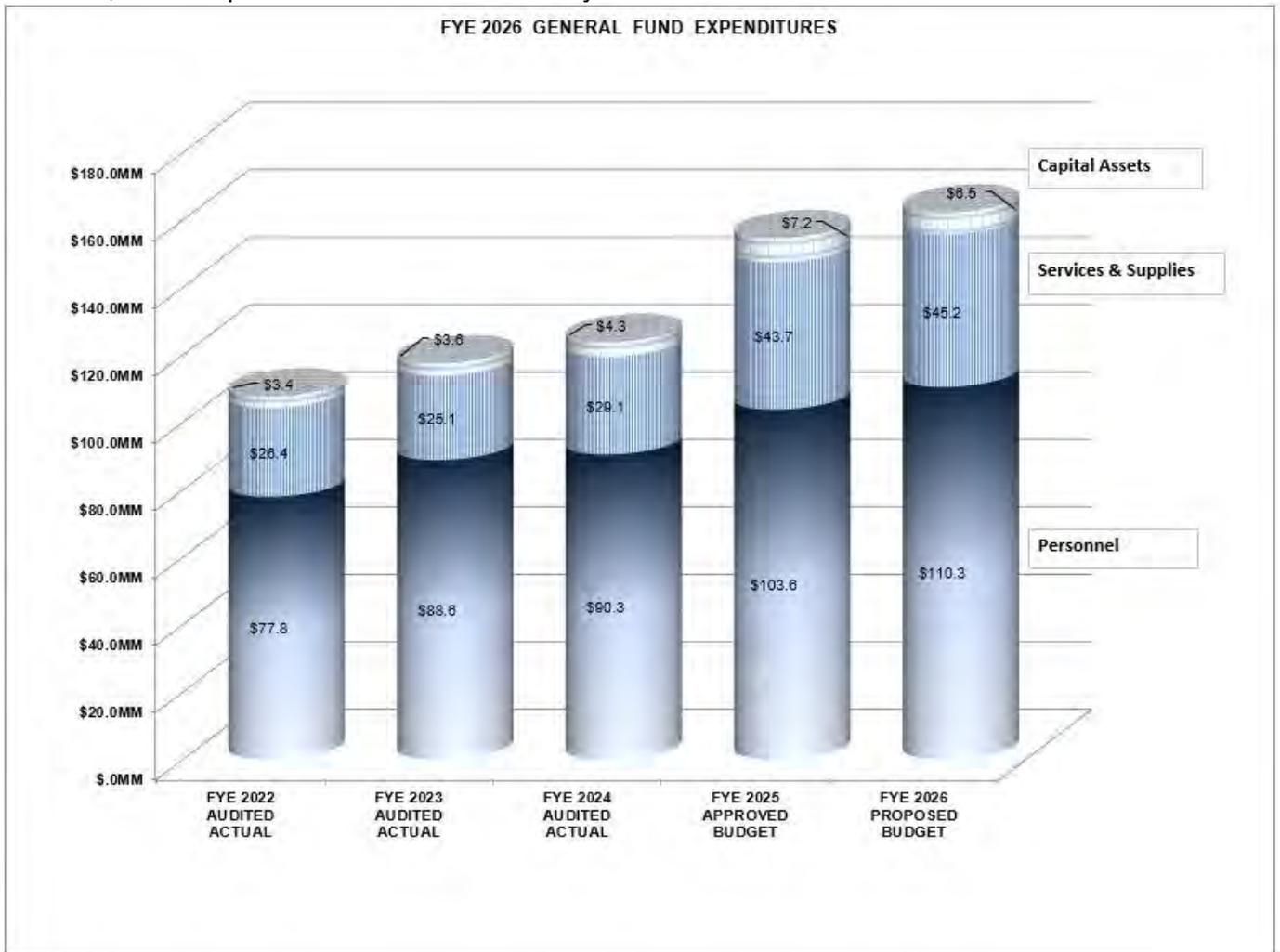
APPENDIX D

Figure 2

General Fund Expenditure Trends

Below Figure 2 shows the trends in actual expenditures from FYE 2022 through FYE 2024 along with the approved and proposed expenditure budgets for FYE 2025 and FYE 2026, respectively.

From FYE 2022 through FYE 2026, the General Fund total has risen at an average rate of 11% per year from \$108 million to \$162 million, due to increased Personnel Costs, Services, and Capital Asset expenditures. The FYE 2026 General Fund Proposed Budget shows a projected \$7.6 million increase in expenditures over FYE 2025, due primarily to a 6% increase in Personnel costs and a 4% increase in Services, while Capital Asset costs decreased by 10%.



APPENDIX E

General Fund 5 Year Projection

Figure 3

Five Year Forecast General Fund	FYE 2026 Projected	FYE 2027 Projected	FYE 2028 Projected	FYE 2029 Projected	FYE 2030 Projected
REVENUE					
Property Tax	47,568,000	48,995,040	49,974,941	50,974,440	51,993,928
Permits/Fees	68,713,141	74,151,256	81,465,186	89,888,975	99,589,302
Grant Revenues	7,608,379	2,918,212	2,947,394	2,976,868	3,006,637
AB617 Funding	10,853,754	10,380,132	10,603,889	10,427,311	9,801,031
Other Revenue	11,750,787	11,250,787	10,750,787	9,719,028	9,203,075
Transfer in - Special Funds	2,102,369	2,144,416	2,187,305	2,231,051	2,275,672
TOTAL REVENUE	148,596,430	149,839,844	157,929,502	166,217,672	175,869,645
(Use of)/Transfer to Reserve	(13,114,901)	(5,442,838)	(1,138,757)	2,139,352	10,347,418
(Use of) Community Benefit Fund	(3,302,126)	(3,378,000)	(2,831,000)		
EXPENDITURE					
Personnel	110,298,076	113,693,668	116,163,504	117,956,450	118,496,520
Services & Supplies	48,237,965	39,622,259	40,396,105	41,185,427	41,990,535
Capital	6,477,416	5,344,755	5,339,650	4,936,443	5,035,172
TOTAL EXPENDITURE	165,013,457	158,660,683	161,899,259	164,078,320	165,522,227
GENERAL FUND RESERVES					
Beginning Balance	101,445,339	88,330,438	82,887,599	81,748,842	83,888,194
(Use of)/Transfer to Reserve	(13,114,901)	(5,442,838)	(1,138,757)	2,139,352	10,347,418
Ending Balance	88,330,438	82,887,599	81,748,842	83,888,194	94,235,612
(Use of) Community Benefit Fund	(3,302,126)	(3,378,000)	(2,831,000)		
25% Minimum Reserve Policy	40,467,000	38,879,000	39,688,000	40,233,000	40,594,000

APPENDIX E

Figure 3 and Budget Assumptions

Revenue Assumptions

- a. **Property Tax** has historically risen across the Bay Area much higher than the standard 2% annual increase, reflecting the region's robust real estate market. However, projections for the five years anticipate more modest growth, influenced by local economic conditions. The forecast period assumes a 3% increase in property tax revenues for 2027, followed by a 2% annual growth rate through 2030.
- b. **Permit Fee** revenues are projected to increase by approximately 8-10% during the forecast period to help recover a greater share of permit-related costs. These increases are intended to support proposed staffing expansions as the Air District continues to address workforce needs for core permit-related programs. The Air District's Cost Recovery Policy permits adjustments to the fee schedule to ensure cost recovery for permit-related activities. While the current cost recovery level stands above 85%, it is expected to decline during the forecast period due to additional staffing. However, by 2029 and 2030, cost recovery is projected to improve as permit revenues rise to sustain these new positions.
- c. **Grant Revenues** are expected to drop significantly in 2027 to reflect adjustment of one-time federal grant funding and remain stable through 2030.
- d. **Assembly Bill 617** provides annual funding of approximately \$9 million from the State. In addition to the annual allocations, there are accumulated grant funds from previous years that are planned to be utilized through the year 2030.
- e. **Other Revenues** mainly account for Penalties, State Subvention, and interest income. These revenues are expected to remain stable through the year 2030.

Expenditure Assumptions

- a. **Personnel** costs are projected to rise over the next five years, driven by anticipated wage adjustments and benefits costs. In 2026, an additional 23 positions are planned to address growing demands on core programs, increasing staffing levels from 500 to 523 positions. The projections assume a 8% vacancy rate until 2028, decreasing to 7% through 2030. These projections may change if staffing levels adjust during the forecast period.
- b. **Retirement Pension** costs are increasing due to changes in actuarial assumptions and higher staffing levels. The forecast includes the Air District's approved policy to allocate \$1 million in discretionary payments to the 115 Trust to reduce the unfunded actuarial liability (UAL).
- c. **Other Post-Employment Benefits (OPEB)** for retiree medical benefits are projected to remain above the 90% funding level for the forecast period. If this assumption holds, the \$4.0 million in discretionary funding will shift towards reducing the retirement pension UAL.
- d. **Services and Supplies** are projected to decline by approximately 19% in 2027 to adjust for one-time costs, including federal funded one-time projects. The overall costs are projected to increase in the year 2028, assuming only an inflationary increase of approximately 2-3% for the five-year forecast.
- e. **Capital Expenditures** assumes ongoing capital equipment and one-time funding in FYE 2026 to pay for equipment purchases and information technology improvements, etc. FYE 2027-2030 assumes normal capital equipment replacement only with an inflationary increase.

General Fund Reserves are used to fund one-time costs, and to cover temporary revenue shortfalls. The \$13.1 million in reserves, which includes \$3.9 million in ongoing investments from previous years' budget approval and approximately \$9.2 million in new investments from General Fund reserves, provide critical staffing resources, capital assets, and one-time services essential to fulfilling our mission. The forecast projects use of reserves in the year 2026 through 2028 to cover the temporary revenue shortfall. Based on current assumptions, reserves are expected to stay above the minimum policy level through the year 2030 due to a healthy reserve balance. Approximately \$84 million in reserves have been designated. Please see Appendix B for a detailed list of proposed designations.

APPENDIX F-FTE FY26

FYE 2026 Proposed Full-Time Equivalent (FTE) Positions

Table 1: The positions listed in Table 1, below, constitute the entirety of authorized permanent full-time positions and division assignments at the designated classifications for Fiscal Year Ending (FYE) 2026. The FYE 26 PROPOSED column represents proposed changes to the designated classifications and/or division assignments (if any) which is reflected in the "DIFF" column. The total proposed staffing for FYE 2026 includes 23 additional FTEs bringing the total to 523 FTEs.

Service Area / Division	Position Classification	Salary Range ID	FYE 25 APPROVED	FYE 25-Mid Yr APPROVED	FYE 26 PROPOSED	DIFF
Engineering & Compliance Service Area						
FY26 Transfer	Deputy Executive Officer	169			1	1
Compliance & Enforcement						
FY26 (Add/Del)	Administrative Assistant I/II	114/118	2	2	2	
	Air Quality Engineer I/II	132/136	1	1	0	-1
	Air Quality Specialist I/II	130/134	5	5	5	
	Air Quality Specialist I/II	130/134	44	44	44	
	Air Quality Technician I/II	122/126	6	6	6	
FY26 (Add/Del)	Assistant Air Quality Specialist I/II	122/126	2	2	1	-1
	Director/Officer	156	1	1	1	
	Manager	148	5	5	5	
	Principal Air Quality Engineer	144	2	3	3	
	Radio/Telephone Operator	113	4	4	4	
	Senior Advanced Projects Advisor	148	1	1	1	
	Senior Air Quality Engineer	140	3	2	2	
FY26 (Add/Del)	Senior Air Quality Specialist	138	11	11	13	2
	Senior Air Quality Technician	130	2	2	2	
	Supervising Air Quality Specialist	142	10	10	10	
Compliance & Enforcement Total			99	99	99	
Engineering						
FY26 New	Administrative Assistant I/II	114/118	4	4	4	
	Air Quality Engineer I/II	132/136	21	21	22	1
	Air Quality Permit Technician I/II	122/126	2	2	2	
	Air Quality Specialist I/II	130/134	4	4	4	
	Air Quality Technician I/II	122/126	5	5	5	
	Assistant Manager	147	1	1	1	
	Director/Officer	156	1	1	1	
	Manager	148	5	5	5	
	Principal Air Quality Engineer	144	5	5	5	
	Principal Air Quality Engineer	144	1	1	1	
	Senior Advanced Projects Advisor	148	1	1	1	
	Senior Air Quality Engineer	140	4	4	4	
	Senior Air Quality Engineer	140	9	9	9	
	Senior Air Quality Technician	130	1	1	1	
	Supervising Air Quality Engineer	144	12	12	12	
	Supervising Air Quality Specialist	142	1	1	1	
	Supervising Systems Analyst	139	1	1	1	
	Toxicologist	144	1	1	1	
Engineering Total			79	79	80	1
Source Test						
FY26 Transfer	Air Quality Engineer I/II	132/136			3	3
FY26 Transfer	Air Quality Specialist I/II	130/134			4	4
FY26 Transfer	Assistant Staff Specialist I/II	122/126			1	1
FY26 Transfer	Manager	148			1	1
FY26 Transfer	Principal Air Quality Engineer	144			1	1
FY26 Transfer	Principal Air Quality Specialist	142			1	1
FY26 Transfer	Senior Air Quality Engineer	140			2	2
FY26 Transfer	Senior Air Quality Specialist	138			1	1
FY26 Transfer	Supervising Air Quality Engineer	144			1	1
FY26 Transfer	Supervising Air Quality Specialist	142			1	1
Source Test Total					16	16
Engineering & Compliance Service Area			178	178	196	18
Equity & Community Programs Service Area						
FY26 Transfer	Deputy Executive Officer	169			1	1
Civil Rights Office						
	Director/Officer	156		1	1	
	Staff Specialist I/II	130/134		1	1	
Civil Rights Office Total			-	2	2	

APPENDIX F-FTE FY26

Service Area / Division	Position Classification	Salary Range ID	FYE 25 APPROVED	FYE 25-Mid Yr APPROVED	FYE 26 PROPOSED	DIFF
Community Investment Office						
	Assistant Staff Specialist I/II	122/126		1	1	
	Director/Officer	156		1	1	
FY26 New	Manager	148			1	1
FY26 New	Staff Specialist I/II	130/134			1	1
	Supervising Staff Specialist	142		1	1	
Community Investment Office Total			-	3	5	2
Environmental Justice (formerly Community Engagement)						
	Administrative Assistant I/II	114/118	1	1	1	
	Assistant Manager	147	1	1	1	
	Assistant Staff Specialist I/II	122/126	1	1	1	
	Director/Officer	156	1	1	1	
FY26 Transfer (Add/Del)	Manager	148	2	2	3	1
	Public Information Officer I/II	130/134	1	1	1	
	Senior Air Quality Engineer	140	1	1	1	
FY26 New	Senior Staff Specialist	138	5	5	7	2
FY26 New	Staff Specialist I/II	130/134	4	4	6	2
FY26 Transfer	Senior Advanced Projects Advisor	148			1	1
FY26 Transfer	Senior Policy Advisor	148		0	1	1
Environmental Justice Total			17	17	24	7
Diversity, Equity & Inclusion						
	Director/Officer	156	1	1	1	
	Supervising Staff Specialist	142	1	1	1	
	Senior Staff Specialist	138	1	1	1	
	Staff Specialist I/II	130/134	1	1	1	
Diversity, Equity & Inclusion Total			4	4	4	
Strategic Incentives						
	Administrative Assistant I/II	114/118	1	1	1	
	Assistant Staff Specialist I/II	122/126	6	7	7	
	Director/Officer	156	1	1	1	
	Manager	148	4	4	4	
	Senior Staff Specialist	138	1	0	0	
	Senior Staff Specialist	138	5	6	6	
	Staff Specialist I/II	130/134	10	10	10	
	Principal Staff Specialist	142	1	1	1	
	Supervising Staff Specialist	142	4	5	5	
Strategic Incentives Total			33	35	35	
Technology Implementation Office						
	Assistant Staff Specialist I/II	122/126	2	2	2	
	Director/Officer	156	1	1	1	
	Manager	148	1	1	1	
	Senior Staff Specialist	138	2	2	2	
	Staff Specialist I/II	130/134	4	4	4	
	Supervising Staff Specialist	142	1	1	1	
Technology Implementation Office Total			11	11	11	
Equity & Community Programs Service Area			65	72	82	10
Finance & Administration Service Area						
FY26 Transfer	Deputy Executive Officer	169			1	1
Administrative Resources						
	Director/Officer	156	1	1	1	
	Facilities Maintenance Worker	108	1	1	1	
	Manager	148	2	1	1	
	Senior Executive Assistant	134	1	1	1	
	Senior Staff Specialist	138	1	1	1	
FY26 New	Staff Specialist I/II	130/134	8	8	9	1
	Supervising Staff Specialist	142	1	2	2	
Administrative Resources Total			15	15	16	1
Executive Office						
	Administrative Assistant I/II	114/118	1	1	1	
	Clerk of the Boards	132	1	1	1	
FY26 Transfer	Deputy Air Pollution Control Officer	160	2	2	1	-1
FY26 Transfer	Deputy Executive Officer	169	5	5	0	-5
FY26 Transfer	Director/Officer	156	1	1	0	-1
	Executive Assistant I/II	128/132	3	3	3	
	Executive Officer/Air Pollution Control	Contract	1	1	1	

APPENDIX F-FTE FY26

Service Area / Division	Position Classification	Salary Range ID	FYE 25 APPROVED	FYE 25-Mid Yr APPROVED	FYE 26 PROPOSED	DIFF
	Manager	148	2	2	2	
FY26 Transfer	Principal Environmental Planner	142	1	1	0	-1
FY26 Transfer	Senior Advanced Projects Advisor	148	3	3	0	-3
	Senior Executive Assistant	134	3	3	3	
FY26 Transfer	Senior Policy Advisor	148		1	0	-1
Executive Office Total			23	24	12	-12
Finance Office						
FY26 (Add/Del)	Accountant I/II	130/134	5	5	4	-1
	Accounting Assistant I/II	122/126	4	4	4	
	Director/Officer	156	1	1	1	
	Fiscal Services Supervisor	142	1	1	1	
	Manager	148	3	3	3	
FY26 (Add/Del)	Principal Human Resources Analyst	142	1	1	0	-1
FY26 (Add/Del)	Human Resources Analyst	130/134			1	1
FY26 (Add/Del)	Senior Accountant	138			1	1
	Senior Payroll Analyst	138	1	1	1	
	Senior Staff Specialist	138	1	1	1	
FY26 Transfer	Senior Advanced Projects Advisor	148			1	1
	Staff Specialist I/II	130/134	1	1	1	
Finance Office Total			18	18	19	1
Human Resources Office						
	Director/Officer	156	1	1	1	
	Human Resources Technician II	122/126	1	1	1	
FY26 New	Human Resources Analyst I/II	130/134	1	2	3	1
	Manager	148	2	2	2	
FY26 New	Principal Human Resources Analyst	142	1	1	2	1
	Senior Human Resources Analyst	138	4	3	3	
Human Resources Office Total			10	10	12	2
Finance & Administration Service Area			66	67	60	-7
General Counsel Service Area						
Legal						
FY26 New	Assistant Counsel I/II	149/153	9	9	10	1
FY26 Transfer	Counsel	Contract	1	1	1	
	Legal Office Services Specialist	124	1	1	1	
	Senior Assistant Counsel	157	2	2	2	
FY26 New	Staff Attorney	145			1	1
	Staff Specialist I/II	130/134	4	4	4	
Legal Total			17	17	19	2
General Counsel Service Area			17	17	19	2
Information Management Service Area						
FY26 (Add/Del/Transfer)	Deputy Executive Officer	169			1	1
FY26 Transfer	Deputy Air Pollution Control Officer	160			1	1
Enterprise Technology Solutions						
	Assistant Staff Specialist I/II	122/126		1	1	
	Assistant Manager	147	3	4	4	
	Manager	148	1	1	1	
	Director/Officer	156	1	1	1	
	Systems Analyst	135	1	1	1	
	Supervising Systems Analyst	139	1	1	1	
FY26 New	Systems Analyst	135	1	1	3	2
	Web Master	135	1	1	1	
Enterprise Technology Solutions Total			9	11	13	2
Information Services						
	Air Quality Specialist I/II	130/134	1	1	1	
	Assistant Air Quality Specialist I/II	122/126	1	1	1	
	Assistant Staff Specialist I/II	122/126	1	0	0	
	Assistant Manager	147	1			
FY26 (Add/Del)	Director/Officer	156	1	1	0	-1
	Manager	148	3	3	3	
	Programmer Analyst I/II	127/131	1	1	1	
	Staff Specialist I/II	130/134	0	0	0	
	Supervising Systems Analyst	139	2	2	2	
	Supervising Staff Specialist	142	1	1	1	
	Principal Cybersecurity Analyst	142	1	1	1	

APPENDIX F-FTE FY26

Service Area / Division	Position Classification	Salary Range ID	FYE 25 APPROVED	FYE 25-Mid Yr APPROVED	FYE 26 PROPOSED	DIFF
	Principal System Analyst	142	0	0	0	
FY26 New	Systems Analyst	135	3	3	4	1
Information Services Total			16	14	14	
Information Management Service Area			25	25	29	4
Public Affairs Service Area						
FY26 Transfer	Deputy Executive Officer	169			1	1
Communications Office						
	Assistant Staff Specialist I/II	122/126	2	2	2	
	Director/Officer	156	1	1	1	
	Manager	148	2	2	2	
FY26 New	Public Information Officer I/II	130/134	5	5	7	2
	Staff Specialist I/II	130/134	1	0	0	
	Senior Public Information Officer	138	1	1	1	
Communications Office Total			12	11	13	2
External Affairs Office						
FY26 Transfer	Assistant Staff Specialist I/II	122/126	1	1	2	1
	Director/Officer	156	1	1	1	
	Manager	148	1	1	1	
FY26 New	Staff Specialist I/II	130/134			2	2
External Affairs Office Total			3	3	6	3
Legislative & Government Affairs Office						
	Director/Officer	156	1	1	1	
	Staff Specialist I	130/134	1	1	1	
Legislative & Government Affairs Office Total			2	2	2	
Public Affairs Service Area Total			17	16	22	6
Science & Policy Service						
FY26 Transfer	Deputy Executive Officer	169			1	1
Assessment, Inventory & Modeling						
	Advanced Projects Advisor	144	2	1	1	
	Air Quality Engineer I/II	132/136	2	2	2	
	Air Quality Meteorologist I/II	131/135	1	1	1	
	Atmospheric Modeler	140	1	1	1	
	Director/Officer	156	1	1	1	
	Manager	148	2	2	2	
	Principal Air Quality Engineer	144	3	3	3	
	Research Analyst	130	1	1	1	
	Senior Advanced Projects Advisor	148	2	2	2	
	Senior Air Quality Engineer	140	1	2	2	
	Senior Atmospheric Modeler	144	1	1	1	
	Statistician	137	1	1	1	
Assessment, Inventory & Modeling Total			18	18	18	
Meteorology & Measurements						
FY26 Transfer	Advanced Projects Advisor	144	1	1	1	
	Air Quality Engineer I/II	132/136	3	3	0	-3
	Air Quality Laboratory Technician I/II	122/126	1	1	1	
	Air Quality Meteorologist I/II	131/135	2	2	2	
	Air Quality Chemist I/II	130/134	1	1	1	
FY26 Transfer	Air Quality Specialist I/II	130/134	14	15	11	-4
	Assistant Air Quality Specialist I/II	122/126	5	4	4	
	Assistant Manager	147	1	1	1	
FY26 Transfer	Assistant Staff Specialist I/II	122/126	3	3	2	-1
	Director/Officer	156	1	1	1	
FY26 Transfer	Manager	148	6	6	5	-1
	Principal Air & Meteorological Monitors	143	1	1	1	
	Principal Air Quality Chemist	142	3	3	3	
FY26 Transfer	Principal Air Quality Engineer	144	1	1	0	-1
	Principal Air Quality Meteorologist	143	1	1	1	
FY26 Transfer	Principal Air Quality Specialist	142	6	6	5	-1
	Senior Air Quality Chemist	138	1	1	1	
FY26 Transfer	Senior Air Quality Engineer	140	2	2	0	-2
FY26 Transfer	Senior Air Quality Specialist	138	11	12	11	-1
	Staff Specialist I/II	130/134	1	1	1	
FY26 Transfer	Supervising Air Quality Engineer	144	1	1	0	-1
FY26 Transfer	Supervising Air Quality Specialist	142	4	5	4	-1

APPENDIX F-FTE FY26

Service Area / Division	Position Classification	Salary Range ID	FYE 25 APPROVED	FYE 25-Mid Yr APPROVED	FYE 26 PROPOSED	DIFF
	Principal Air Quality Specialist	142		1	1	
	Systems Analyst	135	2	2	2	
Meteorology & Measurements Total			72	75	59	-16
Planning & Climate Protection						
	Advanced Projects Advisor	144	1	1	1	
	Assistant Manager	147	2	1	1	
	Assistant Staff Specialist II	126	1	1	1	
	Director/Officer	156	1	1	1	
	Environmental Planner I/II	130/134	3	3	3	
	Manager	148	2	3	3	
FY26 Transfer	Principal Environmental Planner	142	3	3	4	1
	Senior Advanced Projects Advisor	148	1	1	1	
	Senior Air Quality Engineer	140	1	1	1	
	Senior Air Quality Specialist	138	1	1	1	
FY26 New	Senior Environmental Planner	138	4	4	5	1
	Senior Policy Advisor	148	1			
Planning & Climate Protection Total			21	20	22	2
Regulatory Development						
	Assistant Manager	147	1	1	1	
	Director/Officer	156	1	1	1	
	Manager	148	2	2	2	
	Senior Air Quality Engineer	140	4	3	3	
FY26 New	Staff Specialist I/II	130/134			1	1
FY26 New	Principal Air Quality Specialist	142	1	1	2	1
FY26 New	Senior Air Quality Specialist	138	3	4	5	1
Regulatory Development Total			12	12	15	3
Science & Policy Service Total			123	125	115	-10
Grand Total			491	500	523	23

APPENDIX F-LTCE FY26

FYE 2026 Proposed Limited Term Contract Employee (LTCE) Positions

Table 2: The positions listed in Table 2, below, constitute the entirety of limited term contract employee positions and division assignments at the designated classifications presented in the FYE 26 PROPOSED column. The FYE 26 column represents proposed changes to the designated classifications and/or division assignments (if any) which is reflected in the "DIFF" column. The total proposed LTCE positions for FYE 26 includes 6 additional positions as shown in FYE 26 Proposed column.

Service Area / Division	Position Classification	Salary Range ID	FYE 25 APPROVED	FYE 25 Mid-Yr APPROVED	FYE 26 PROPOSED	DIFF
Engineering & Compliance Service Area						
Engineering						
FY26 New	Manager	148			2	2
Engineering Total			-	-	2	2
Engineering & Compliance Service Area Total					2	2
Equity & Community Service Area						
Community Investment Office						
	Senior Staff Specialist	138		1	1	
	Senior Staff Specialist	138		1	1	
	Assistant Staff Specialist I/II	122/126		1	1	
Community Investment Office Total				3	3	
Environmental Justice						
FY26 New	Staff Specialist I/II	130/134	2	2	3	1
Environmental Justice Total			2	2	3	1
Technology Implementation Office						
FY26 (Add/Del)	Assistant Staff Specialist I/II	122/126	1	1	2	1
FY26 (Add/Del)	Staff Specialist I/II	130/134	2	2	1	-1
Technology Implementation Office Total			3	3	3	
Strategic Incentives						
	Principal Staff Specialist	142	1	1	1	
Strategic Incentives Total			1	1	1	
Equity & Community Service Area Total			6	9	10	1
Finance & Administrative Service Area						
Human Resources Office						
FY26 New	Senior Human Resources Analyst	138			1	1
Human Resources Office Total			-	-	1	1
Finance & Administrative Service Area Total					1	1
Information Management Service Area						
Information Services						
	Systems Analyst	135	1	1	1	
FY26 New	Manager	148			1	1
Information Services Total			1	1	2	1
Information Management Service Area			1	1	2	1
Public Affairs Service Area						
External Affairs						
FY26 New	Staff Specialist I/II	130/134			1	1
External Affairs Total			-	-	1	1

APPENDIX F-LTCE FY26

Service Area / Division	Position Classification	Salary Range ID	FYE 25 APPROVED	FYE 25 Mid-Yr APPROVED	FYE 26 PROPOSED	DIFF
Public Affairs Service Area						1 1
Science & Policy Service Area						
Meteorology & Measurements						
	Air Quality Specialist I/II	130/134	1	1	1	
	Senior Air Quality Specialist	138	1	1	1	
Meteorology & Measurements Total			2	2	2	
Planning & Climate Protection						
	Environmental Planner	134	1	1	1	
	Senior Environmental Planner	138	2	2	2	
Planning & Climate Protection Total			3	3	3	
Regulatory Development						
	Air Quality Specialist	130/134	2	2	2	
Regulatory Development Total			2	2	2	
Science & Policy Service Area Total			7	7	7	
Grand Total			14	17	23	6

APPENDIX G

Definitions

AB 617 (Assembly Bill 617) – This enacted bill requires the state board to develop a uniform statewide system of annually reporting of emissions of criteria air pollutants and toxic air contaminants for use by certain categories of stationary sources.

AB 923 (Assembly Bill 923) – This enacted bill allows an additional \$2 surcharge on Motor Vehicle Registration fees for MSIF (Mobile Source Incentive Fund).

AIRS (Aerometric Information Retrieval System) – Computerized information system as delineated by the EPA (Environmental Protection Agency).

APCO – Air Pollution Control Officer – Appointed by the Board of Directors.

Appropriation – A legal authorization to incur obligations and to make expenditures for specific purposes.

Association of Bay Area Governments (ABAG) – Regional agency covering the nine counties of the Bay Area, responsible for population projections, various services for local agencies, and co-lead agency for federal air quality planning.

A&WMA (Air & Waste Management Association) – The international nonprofit organization of regulatory, business, academic and research communities for air and waste management professionals.

BACT (Best Available Control Technology) – The lowest achievable emission rate to be applied to new and modified stationary sources pursuant to the District's New Source Review permitting program.

Board – Board of Directors and also Hearing Board. The Board of Directors is the governing body of the District. The Hearing Board is appointed by the Board of Directors. (See Programs 121 and 122).

California Clean Air Act 1988 – Statutory scheme to reduce air pollution from stationary and mobile sources as set forth in *California Health and Safety Code* Section 39600 et seq.

Capital Expenditures – An amount spent to acquire land, building, equipment, vehicles etc. in order to increase capacity or efficiency by the District for more than 1 year. Such purchases are capitalized or depreciated over the useful life, except for land.

Carl Moyer Program – Provides grants to public and private entities to reduce emissions of oxides of nitrogen, reactive organic gases and particulate matter from existing heavy-duty engines by either replacing or retrofitting them.

CAPCOA (California Air Pollution Control Officers Association) – Organization comprised of local air pollution control officials; human resource and fiscal staff are also members.

CARB or ARB (California Air Resources Board) – The State agency responsible for setting California Ambient Air Quality Standards (CAAQS) and motor vehicle emission standards, and for overseeing implementation of the California Clean Air Act.

CBSA (Core-based Statistical Area) – Geographic term used by the U.S. Office of Management and Budget (OMB) to define urban areas.

CEC (California Energy Commission) – The state agency responsible for energy policy and planning.

CEMS – (Continuous Emissions Monitoring Systems) – Technology that allows the District to measure certain emissions on a continuous basis.

CEQA (California Environmental Quality Act) – State law that requires public agencies to analyze environmental impacts of proposed projects and plans. (*California Public Resources Code* Section 21000 et seq.)

CFC (Chlorofluorocarbon) – Any of a group of compounds that contain carbon, chlorine, fluorine and sometimes hydrogen and are used as refrigerants, cleaning solvents, and aerosol propellants and in the manufacture of plastic foams.

Clean Air Act Amendments of 1990 – Revisions to the Federal legislation governing air quality planning and control programs to meet National ambient air quality standards.

CMAQ – (Congestion Mitigation and Air Quality) - The District receives funding under this grant to fund the Spare the Air campaign.

Contractual Services – Services rendered to a government by private firms, individuals, or other governmental agencies.

COLA (Cost of Living Adjustment) – An adjustment to salaries based on the increased cost of living as defined by the percent change in the U.S. Department of Labor's Consumer Price Index.

Environmental Justice – The fair treatment of people of all races and incomes with respect to development, implementation, and enforcement of environmental laws, regulations, and policies. Fair treatment implies that no person or group of people should shoulder a disproportionate share of negative environmental and economic impacts resulting from the execution of environmental programs.

EPA (Environmental Protection Agency) – Federal agency that oversees air, water and waste management. An assistance grant is provided to various agencies in their efforts to reduce air pollution.

EPA 103 Grant – Provides funding for all aspects of operating the PM_{2.5} fine particulate monitoring program as well as BioWatch, the National Air Toxic Trends Study (NATTS) Program and other supplemental study programs awarded by the EPA.

EPA 105 Grant – Grant pursuant to federal Clean Air Act Section 105.

Fiscal Year – A twelve-month period designated as the operating year for accounting and budgeting purposes in an organization; July 1 through June 30 is the fiscal year for the District.

FICA (Federal Insurance Corporation Act) Replacement Benefits – In 1981, District employees elected to terminate participation in Social Security. FICA costs listed in the budget reflect the replacement benefit premiums paid in lieu of Social Security.

Fixed Assets – Assets of long-term character that are intended to continue to be held or used, such as land, buildings, machinery, furniture and other equipment.

FTE (Full-time Equivalent Position) – A position converted to the decimal equivalent of a full-time position based on 2,080 hours of work per year.

Fund – A fiscal entity with revenues and expenditures that are segregated for the purpose of carrying out a specific purpose or activity.

Fund Reserves – Designated – That portion of the fund reserve designated by the governing body to indicate tentative plans for financial resource utilization in a future period.

Fund Reserves – Reserved – That portion of the fund reserve obligated by the issuance of purchase orders or contracts (encumbrances), or otherwise obligated and unavailable to meet the District's operating expenditures.

Fund Reserves – Undesignated – That portion of the unreserved fund reserve that represents the accumulated surplus which, as specified in the *California Government Code*, is restricted to the following uses: to meet cash requirements before the proceeds from revenues are available, to meet emergency expenditures, and at the end of each fiscal year to meet current year operating or subsequent year budget deficits.

Fund Reserves – The equity accounts for the governmental fund types.

Group Insurance Benefits – benefits provided to BAAQMD employees, including medical, dental, vision, and life insurance as well as State Disability Insurance, Section 125 cafeteria plan, Long Term Care and Long Term Disability, Section 457 deferred compensation plan, and COBRA program.

LTCE (Limited Term Contract Employee) – full-time employee hired with a term limit of usually two to three years

MACT (Maximum Achievable Control Technology) – EPA standards mandated by the 1990 amendments to the Federal Clean Air Act for control of toxic air contaminants.

Metropolitan Transportation Commission (MTC) – Bay Area regional agency responsible for transportation planning, financing and coordination; co-lead agency for Federal air quality planning.

MSIF (Mobile Source Incentive Fund) – The Air District's grant program for allocating revenues from an additional motor vehicle registration fee surcharge for implementation of eligible projects.

NOV (Notice of Violation) – A written citation informing a facility, or individual, that it has violated a specific air quality regulation or rule.

PERP (Portable Equipment Registration Program) – a program established by CARB allowing the operation of portable equipment in any air district throughout the state without individual local district permits.

PERS (Public Employees Retirement System) – The retirement system contracted by the District to provide retirement benefits to employees

Program Budget – A budget that allocates financial resources to functions or activities of government, rather than to specific types of expenditure, or to specific departments.

PSM (Process Safety Management) – Federal OSHA regulation that requires industrial safety audits.

Request for Proposals (RFP) – A document requesting bids to provide specified services or supplies.

RMPP (Risk Management and Prevention Plan) – State Program that the District monitors to prevent accidental releases of hazardous materials.

SIP (State Implementation Plan) – Bay Area portion of California plan to attain and maintain national ambient air quality standards.

State Subvention Revenue – Pursuant to Part 2, Chapter 5 of the *California Health and Safety Code*, the California Air Resources Board must subvene and distribute funds to Districts engaged in the reduction of air contaminants. The distribution is based on a per-capita basis of population contained in the District.

T-BACT (Toxic Best Available Control Technology) – The lowest achievable emission rate for toxic air contaminants at new or modified stationary sources.

TFCA (Transportation Fund for Clean Air) – The District's grant program for allocating revenues from a motor vehicle registration fee surcharge to public agencies for implementation of eligible projects that reduce motor vehicle emissions.

Vehicle Buy Back – The District's sponsored incentive program for the scrapping of 1998 and older models funded under TFCA. Beginning July 1, 2024, the amount offered per vehicle will increase from \$1,200 to \$1,500

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Resolution No. 2025 -

A Resolution of the Board of Directors of the Bay Area Air Quality Management District to Approve the Budget for the Fiscal Year Ending June 30, 2026, (FY 2025-2026) and Various Budget-Related Actions

WHEREAS, the Board of Directors of the Bay Area Air Quality Management District (Air District) has the statutory authority and direction to adopt the Air District's financial budget pursuant to Health & Safety Code Sections 40130 and 40131;

WHEREAS, by Resolution No. 2024-25, the Board of Directors adopted the Air District Budget for Fiscal Year (FY) 2024-2025 on June 5, 2024, pursuant to the above-mentioned statutory authority;

WHEREAS, the Board of Directors, in connection with that action, approved the following budget-related actions:

- A. Carry Forward Encumbered Balance of Appropriations to the Next Fiscal Year for Continuation of Projects/Programs Not Completed in the Current Fiscal Year;
- B. Transfer Funds from Unencumbered Balance of Appropriations to the General Reserve;
- C. Continue to Fund the General Reserve from Year to Year, With Modifications to the Name and Purpose of Certain Designated Reserve Funds;
- D. Authorize Transfer of Budget Between Accounts to Carry Out the Business of the Air District;
- E. Authorize Disposal of Surplus Government Property;
- F. Approve Salary Ranges and Benefits Package for Air District Employees;
- G. Approve Funding for Pension Benefits and Other Post-Employment Benefits for FY 2024-2025; and
- H. Adopt Air District Budget for FY 2024-2025.

WHEREAS, Air District staff has determined through its annual budget review and analysis that similar actions are necessary in connection with the adoption of a budget for FY 2025-2026 and that all of these actions should be incorporated into a single resolution;

WHEREAS, the Finance and Administration Committee of the Board of Directors reviewed the proposed FY 2025-2026 Air District Budget at public meeting held on March 19, 2025, and recommended that the Board of Directors approve as submitted;

WHEREAS, an initial public hearing was duly noticed and held on May 7, 2025, at a Special Meeting of the Board of Directors held pursuant to Health & Safety Code Section 40131, for the exclusive purpose of reviewing the Air District's proposed FY 2025-2026 Budget and of providing the public with an opportunity to comment upon the proposed Air District Budget;

WHEREAS, a further hearing was duly noticed and held on June 4, 2025, at a Regular Meeting of the Board of Directors, to consider adoption of the Proposed FY 2025-2026 Air District Budget;

WHEREAS, in connection with the public hearing and consideration of the Proposed FY 2025-2026 Air District Budget on June 4, 2025, the Board of Directors takes the following actions and adopts the following resolutions related to the FY 2025-2026 Air District Budget:

A. CARRY FORWARD ENCUMBERED BALANCE OF APPROPRIATIONS TO THE NEXT FISCAL YEAR FOR CONTINUATION OF PROJECTS/PROGRAMS NOT COMPLETED IN THE CURRENT FISCAL YEAR

WHEREAS, the Air District Budget for FY 2024-2025 has appropriated funds committed for projects/programs not completed in the current fiscal year that will carry over to the next fiscal year;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby directs Air District staff, that in the event there is encumbered balance of appropriations from FY 2024-2025 for continuation of projects/programs, to transfer such appropriations to the FY 2025-2026 budget as needed for completion of such projects/programs;

B. USE OF OPERATING SURPLUS FROM FY 2024-2025

WHEREAS, if an unencumbered balance of appropriations remains at the close of Fiscal Year 2024-2025, such operating surplus will be transferred to the General Reserve;

WHEREAS, the Board of Directors wishes to identify funding priorities for which any such operating surplus funds transferred into General Reserve funds may be used;

NOW, THEREFORE, BE IT FURTHER RESOLVED that any operating surplus from Fiscal Year 2024-2025 that is transferred into General Reserve funds may be used for one or more of the following purposes, subject to approval by the Board of Directors:

1. To fund one-time capital expenditures and professional services that support future budgetary needs;
2. To serve as a short-term investment strategy for funding Full-Time Equivalent (FTE) and Limited-Term Contract Employee (LTCE) positions, pending the identification of ongoing funding sources;
3. To be identified as designated reserves in support of other short-term or long-term investments and/or financial obligations; and

4. To address needs consistent with the Air District’s Economic Contingency Policy.

C. CONTINUE TO FUND THE GENERAL RESERVE FROM YEAR TO YEAR, WITH MODIFICATIONS TO THE NAME AND PURPOSE OF CERTAIN DESIGNATED RESERVE FUNDS

WHEREAS, the Board of Directors on June 12, 1958, created a General Reserve in the Air District’s budget and transferred certain funds into it;

WHEREAS, the Air District has operated for much of its existence with a General Reserve in its fiscal year budget;

WHEREAS, the Board of Directors finds that maintaining a healthy and properly funded General Reserve in the Air District’s budget is a prudent and financially sound decision;

WHEREAS, the Air District’s Economic Contingency Reserve Policy, adopted by the Board of Directors on May 1, 2024, establishes a policy to maintain an economic contingency reserve in a range between 25% to 35% of the General Fund Budget;

WHEREAS, in addition to the Economic Contingency Designation, the proposed FY 2025-2026 Budget includes modifications to the name and purpose of certain Designated Reserve Funds;

NOW THEREFORE, BE IT FURTHER RESOLVED that the General Reserve be continued for FY 2025-2026, with the modifications to Designated Reserve Funds as specified in the FY 2025-2026 Budget, and that it be continued thereafter until discontinued by resolution of the Board of Directors.

D. AUTHORIZATION TO TRANSFER BUDGET BETWEEN ACCOUNTS TO CARRY OUT THE BUSINESS OF THE DISTRICT

WHEREAS, the Board of Directors desires to give the Executive Officer/APCO authority to make administrative budget transfers as necessary to carry out the business of the District, so long as there is no funding source incompatibility and provided these adjustments do not increase the overall budget appropriation of the FY 2025-2026 Air District General Fund Budget;

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board of Directors hereby authorizes the Executive Officer/APCO, or their designee, to:

1. Make necessary administrative budget adjustments to transfer budget funds between certain accounts, so long as there is no funding source incompatibility and provided these adjustments do not increase the overall budget appropriation of the FY 2025-2026 Air District General Fund Budget;

2. Transfer personnel positions from one program to another and transfer the pertinent budgeted funds from personnel accounts, provided that the Executive Officer/APCO shall report such transfers to the Board of Directors;
3. Transfer Limited-Term Contract Employees (LTCE) Reserve Designations to the General Fund's personnel accounts to fund the approved LTCE staffing recommendations; and
4. Transfer services and supplies accounts between operating accounts and programs within the General Fund, so long as the transfers are not between the operating and capital accounts, which requires the Board of Directors' approval.

E. AUTHORIZE DISPOSAL OF SURPLUS GOVERNMENT PROPERTY

WHEREAS, the Air District Budget for FY 2025-2026 provides for the replacement of certain equipment and other property that either has become obsolete and surplus or will become obsolete and surplus;

WHEREAS, Air District staff has determined that certain equipment or other property will no longer be economically feasible to maintain or repair, and that some equipment will become obsolete and not useful for Air District purposes;

WHEREAS, from time to time during the course of the coming fiscal year it may be advantageous to the Air District to sell or dispose of such equipment or other property;

WHEREAS, in the judgment of the Board of Directors, such surplus or obsolete equipment or other property is no longer required for the purposes of the Air District;

WHEREAS, the Board of Directors desires to authorize the Executive Officer/APCO, or their designee, to sell or dispose of such surplus or obsolete equipment or other property pursuant the authority provided in Health & Safety Code section 40701(e);

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Board of Directors hereby authorizes the Executive Officer/APCO, or their designee, to sell or dispose of surplus or obsolete equipment or other property during FY 2025-2026 in a public manner and in accordance with governmental best practices, with all proceeds or compensation therefore to be paid into the General Fund of the Air District.

F. ADOPT SALARY RANGES AND BENEFITS PACKAGE FOR AIR DISTRICT EMPLOYEES

WHEREAS, the Board of Directors establishes salary ranges and classifications for Air District employees, as well as employment-related benefits for those employees;

WHEREAS, the Board of Directors desires to establish salary ranges for confidential and management employees, and desires to apply a 2% general wage increase for such employees;

WHEREAS, the Board of Directors does not desire to change established salary ranges at this time for employees represented by the Bay Area Air Quality Management District Employees' Association, Inc. ("EA"), the recognized employee organization of the Air District, because the current Memorandum of Understanding ("MOU") with the EA is set to expire June 30, 2025, and negotiations for a successor MOU have not yet been completed;

WHEREAS, the Board of Directors expects that a successor MOU that will cover salary ranges for represented employees, as well as other items with a budgetary impact such as fringe benefits, will be agreed to and become effective in the FY 2025-2026 period;

WHEREAS, in accordance with the reasons outlined in the foregoing recitals, the FY 2025-2026 salary schedule attached hereto reflects a 2% general wage increase to the salary ranges for non-represented employees (except where otherwise required by separate, independent employment agreements with individual employees), but does not reflect any change to the salary ranges for represented employees, in anticipation that negotiated salary adjustments will be approved by the Board of Directors in conjunction with the successor MOU currently being negotiated;

WHEREAS, the Board of Directors desires to provide employee benefits for all Air District employees as set forth in the attached Statement of Benefits;

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Board of Directors adopts (i) the attached FY 2025-2026 salary schedule and (ii) FY 2025-2026 Employee Benefits as outlined in the attached statement of benefits for represented, confidential and management employees, effective July 1, 2025.

G. APPROVE FUNDING FOR PENSION BENEFITS AND OTHER POST-EMPLOYMENT BENEFITS (OPEB) FOR FY 2025-2026

WHEREAS, in December 2022, the Board of Directors adopted a policy of prefunding the Air District's OPEB and Pension benefit plans by contributing up to \$5 million (\$4M to OPEB and \$1M to Pension) in discretionary funding annually towards achieving a minimum 90% funded target level;

WHEREAS, based on the most recent actuarial valuations, the OPEB plan has reached its target funded level at 92% and the pension plan is below the target funded level at 77%;

WHEREAS, the funding policy also states that the Board of Directors can redirect the \$4 million discretionary funds from OPEB upon reaching its funded target to the 115 Pension Trust with California Employers' Pension Prefunding Trust (CEPPT);

WHEREAS, the Board of Directors desires to redirect the \$4 million in OPEB discretionary funding to the CEPPT pension trust for a total of \$5 million for the continuation of prefunding the Air District's Pension plan in accordance with the December 2022 policy;

WHEREAS, the Board of Directors further desires to increase the discretionary contribution to CEPPT from \$5 million to \$15 million using the Prefund Pension Trust Designated Reserves, in order to achieve an 80% funded level for the Pension Plan, based on the combined results of the June 30, 2023, actuarial valuation published by the California Public Employees' Retirement System (CalPERS) and the investment account balance reported by CEPPT as of December 2024;

NOW, THEREFORE, BE IT FURTHER RESOLVED that as a part of the FY 2025-2026 Budget, the Board of Directors hereby authorizes and directs staff to transfer \$15 million in discretionary funding to the CEPPT pension trust for the continuation of prefunding the Air District's Pension plan.

H. ADOPT AIR DISTRICT BUDGET FOR FY 2025-2026

WHEREAS, on May 7, 2025, and June 4, 2025, public proceedings have been held in the manner and form required by Health & Safety Code Section 40131 for the adoption of the FY 2025-2026 Budget of the Bay Area Air Quality Management District;

WHEREAS, the Board of Directors has considered the Proposed FY 2025-2026 Air District Budget, as well as the recommendation to adopt this Proposed Budget from the Finance and Administration Committee of the Board of Directors, which considered the Proposed Budget at its meeting of March 19, 2025;

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Proposed Air District Budget for Fiscal Year 2025-2026, in the total consolidated amount of Three Hundred Twelve Million, Two Hundred Seventy Six Thousand, Six Hundred and Thirty One Dollars (\$312,276,631), specifying by appropriation classification funding levels for personnel, services and supplies, capital outlay, program distributions and transfers, is hereby adopted by the Board of Directors of the Bay Area Air Quality Management District to become effective as of July 1, 2025.

The foregoing Resolution was duly and regularly introduced, passed and adopted at a regular meeting of the Board of Directors of the Bay Area Air Quality Management District on the Motion of _____, seconded by _____, on the _____ day of _____ 2025, by the following vote of the Board:

AYES:

NOES:

ABSTAIN:

ABSENT:

LYNDA HOPKINS
Chairperson of the Board of Directors

ATTEST:

MARCY HIRATZKA
Clerk of the Boards

DRAFT

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT
SALARY SCHEDULE FOR MANAGEMENT AND CONFIDENTIAL CLASSES
Annually/Monthly/Bi-weekly/Hourly effective July 13, 2025**

ID-JDE MANAGEMENT

Per Employment Agreement

1B101	Executive Officer/Air Pollution Control Officer*	433185.35 36098.78 16660.98 208.26
1B102	Counsel**	377978.19 31498.18 14537.62 181.72

*Per Employment Agreement effective February 21, 2025

**Per Employment Agreement Effective June 5, 2024

ID-JDE MANAGEMENT

		Range	Step A	Step B	Step C	Step D	Step E
3M101	Air Monitoring Manager	148M	168526.37 14043.86 6481.78 81.02	176952.69 14746.06 6805.87 85.07	185800.33 15483.36 7146.17 89.33	195090.34 16257.53 7503.47 93.79	204844.86 17070.41 7878.65 98.48
3M102	Air Quality Engineering Manager	148M	168526.37 14043.86 6481.78 81.02	176952.69 14746.06 6805.87 85.07	185800.33 15483.36 7146.17 89.33	195090.34 16257.53 7503.47 93.79	204844.86 17070.41 7878.65 98.48
3M103	Air Quality Planning Manager	148M	168526.37 14043.86 6481.78 81.02	176952.69 14746.06 6805.87 85.07	185800.33 15483.36 7146.17 89.33	195090.34 16257.53 7503.47 93.79	204844.86 17070.41 7878.65 98.48
3M104	Air Quality Program Manager	148M	168526.37 14043.86 6481.78 81.02	176952.69 14746.06 6805.87 85.07	185800.33 15483.36 7146.17 89.33	195090.34 16257.53 7503.47 93.79	204844.86 17070.41 7878.65 98.48
8M101	Assistant Counsel I	149M	169737.36 14144.78 6528.36 81.60	178224.23 14852.02 6854.78 85.68	187135.44 15594.62 7197.52 89.97	196492.21 16374.35 7557.39 94.47	206316.82 17193.07 7935.26 99.19
7M101	Assistant Counsel II	153M	190388.68 15865.72 7322.64 91.53	199908.12 16659.01 7688.77 96.11	209903.52 17491.96 8073.21 100.92	220398.70 18366.56 8476.87 105.96	231418.63 19284.89 8900.72 111.26
1M103 New	Assistant Deputy Executive Officer	160M	225841.46 18820.12 8686.21 108.58	237133.53 19761.13 9120.52 114.01	248990.21 20749.18 9576.55 119.71	261439.72 21786.64 10055.37 125.69	274511.71 22875.98 10558.14 131.98
3M121	Assistant Manager	147M	164464.90 13705.41 6325.57 79.07	172688.15 14390.68 6641.85 83.02	181322.55 15110.21 6973.94 87.17	190388.68 15865.72 7322.64 91.53	199908.12 16659.01 7688.77 96.11
3M117	Audit & Special Projects Manager	148M	168526.37 14043.86 6481.78 81.02	176952.69 14746.06 6805.87 85.07	185800.33 15483.36 7146.17 89.33	195090.34 16257.53 7503.47 93.79	204844.86 17070.41 7878.65 98.48

ID-JDE MANAGEMENT(CONTINUED)

		Range	Step A	Step B	Step C	Step D	Step E
3M105	Business Manager	148M	168526.37 14043.86 6481.78 81.02	176952.69 14746.06 6805.87 85.07	185800.33 15483.36 7146.17 89.33	195090.34 16257.53 7503.47 93.79	204844.86 17070.41 7878.65 98.48
2M111	Communications Officer	156M	203492.49 16957.71 7826.63 97.83	213667.11 17805.59 8217.97 102.72	224350.47 18695.87 8628.86 107.86	235567.99 19630.67 9060.31 113.25	247346.39 20612.20 9513.32 118.92
1M101	Deputy Air Pollution Control Officer	160M	225841.46 18820.12 8686.21 108.58	237133.53 19761.13 9120.52 114.01	248990.21 20749.18 9576.55 119.71	261439.72 21786.64 10055.37 125.69	274511.71 22875.98 10558.14 131.98
1M102	Deputy Executive Officer	169M	281290.79 23440.90 10818.88 135.24	295355.33 24612.94 11359.82 142.00	310123.10 25843.59 11927.81 149.10	325629.26 27135.77 12524.20 156.55	341910.72 28492.56 13150.41 164.38
2M112	Director New	156M	203492.49 16957.71 7826.63 97.83	213667.11 17805.59 8217.97 102.72	224350.47 18695.87 8628.86 107.86	235567.99 19630.67 9060.31 113.25	247346.39 20612.20 9513.32 118.92
2M101	Director of Administration	156M	203492.49 16957.71 7826.63 97.83	213667.11 17805.59 8217.97 102.72	224350.47 18695.87 8628.86 107.86	235567.99 19630.67 9060.31 113.25	247346.39 20612.20 9513.32 118.92
2M102	Director of Enforcement	156M	203492.49 16957.71 7826.63 97.83	213667.11 17805.59 8217.97 102.72	224350.47 18695.87 8628.86 107.86	235567.99 19630.67 9060.31 113.25	247346.39 20612.20 9513.32 118.92
2M103	Director of Engineering	156M	203492.49 16957.71 7826.63 97.83	213667.11 17805.59 8217.97 102.72	224350.47 18695.87 8628.86 107.86	235567.99 19630.67 9060.31 113.25	247346.39 20612.20 9513.32 118.92
2M104	Director of Information Services	156M	203492.49 16957.71 7826.63 97.83	213667.11 17805.59 8217.97 102.72	224350.47 18695.87 8628.86 107.86	235567.99 19630.67 9060.31 113.25	247346.39 20612.20 9513.32 118.92
2M105	Director of Planning and Research	156M	203492.49 16957.71 7826.63 97.83	213667.11 17805.59 8217.97 102.72	224350.47 18695.87 8628.86 107.86	235567.99 19630.67 9060.31 113.25	247346.39 20612.20 9513.32 118.92
2M108	Director of Strategic Incentives	156M	203492.49 16957.71 7826.63 97.83	213667.11 17805.59 8217.97 102.72	224350.47 18695.87 8628.86 107.86	235567.99 19630.67 9060.31 113.25	247346.39 20612.20 9513.32 118.92
2M107	Director of Technical Services	156M	203492.49 16957.71 7826.63 97.83	213667.11 17805.59 8217.97 102.72	224350.47 18695.87 8628.86 107.86	235567.99 19630.67 9060.31 113.25	247346.39 20612.20 9513.32 118.92

ID-JDE	MANAGEMENT(CONTINUED)	Range	Step A	Step B	Step C	Step D	Step E
2M110	Director/Officer	156M	203492.49 16957.71 7826.63 97.83	213667.11 17805.59 8217.97 102.72	224350.47 18695.87 8628.86 107.86	235567.99 19630.67 9060.31 113.25	247346.39 20612.20 9513.32 118.92
3M119	Engineering Project Processing Manager	148M	168526.37 14043.86 6481.78 81.02	176952.69 14746.06 6805.87 85.07	185800.33 15483.36 7146.17 89.33	195090.34 16257.53 7503.47 93.79	204844.86 17070.41 7878.65 98.48
3M113	Executive Office Manager	148M	168526.37 14043.86 6481.78 81.02	176952.69 14746.06 6805.87 85.07	185800.33 15483.36 7146.17 89.33	195090.34 16257.53 7503.47 93.79	204844.86 17070.41 7878.65 98.48
3M107	Finance Manager	148M	168526.37 14043.86 6481.78 81.02	176952.69 14746.06 6805.87 85.07	185800.33 15483.36 7146.17 89.33	195090.34 16257.53 7503.47 93.79	204844.86 17070.41 7878.65 98.48
3M106	Fleet and Facilities Manager	134M	119768.55 9980.71 4606.48 57.58	125756.98 10479.75 4836.81 60.46	132044.82 11003.74 5078.65 63.48	138647.07 11553.92 5332.58 66.66	145579.42 12131.62 5599.21 69.99
2M111	Health Officer	156M	203492.49 16957.71 7826.63 97.83	213667.11 17805.59 8217.97 102.72	224350.47 18695.87 8628.86 107.86	235567.99 19630.67 9060.31 113.25	247346.39 20612.20 9513.32 118.92
3M118	Human Resources Manager	148M	168526.37 14043.86 6481.78 81.02	176952.69 14746.06 6805.87 85.07	185800.33 15483.36 7146.17 89.33	195090.34 16257.53 7503.47 93.79	204844.86 17070.41 7878.65 98.48
3M108	Human Resources Officer	156M	203492.49 16957.71 7826.63 97.83	213667.11 17805.59 8217.97 102.72	224350.47 18695.87 8628.86 107.86	235567.99 19630.67 9060.31 113.25	247346.39 20612.20 9513.32 118.92
3M109	Information Systems Manager	148M	168526.37 14043.86 6481.78 81.02	176952.69 14746.06 6805.87 85.07	185800.33 15483.36 7146.17 89.33	195090.34 16257.53 7503.47 93.79	204844.86 17070.41 7878.65 98.48
2M109	Information Technology Officer	156M	203492.49 16957.71 7826.63 97.83	213667.11 17805.59 8217.97 102.72	224350.47 18695.87 8628.86 107.86	235567.99 19630.67 9060.31 113.25	247346.39 20612.20 9513.32 118.92
3M110	Laboratory Services Manager	148M	168526.37 14043.86 6481.78 81.02	176952.69 14746.06 6805.87 85.07	185800.33 15483.36 7146.17 89.33	195090.34 16257.53 7503.47 93.79	204844.86 17070.41 7878.65 98.48
3M120	Manager	148M	168526.37 14043.86 6481.78 81.02	176952.69 14746.06 6805.87 85.07	185800.33 15483.36 7146.17 89.33	195090.34 16257.53 7503.47 93.79	204844.86 17070.41 7878.65 98.48

ID-JDE MANAGEMENT(CONTINUED)		Range	Step A	Step B	Step C	Step D	Step E
3M122	Manager I New	146M	160501.31 13375.11 6173.13 77.16	168526.37 14043.86 6481.78 81.02	176952.69 14746.06 6805.87 85.07	185800.33 15483.36 7146.17 89.33	195090.34 16257.53 7503.47 93.79
3M123	Manager II New	148M	168526.37 14043.86 6481.78 81.02	176952.69 14746.06 6805.87 85.07	185800.33 15483.36 7146.17 89.33	195090.34 16257.53 7503.47 93.79	204844.86 17070.41 7878.65 98.48
3M115	Manager, Executive Operations	148M	168526.37 14043.86 6481.78 81.02	176952.69 14746.06 6805.87 85.07	185800.33 15483.36 7146.17 89.33	195090.34 16257.53 7503.47 93.79	204844.86 17070.41 7878.65 98.48
3M111	Meteorology and Data Analysis Manager	148M	168526.37 14043.86 6481.78 81.02	176952.69 14746.06 6805.87 85.07	185800.33 15483.36 7146.17 89.33	195090.34 16257.53 7503.47 93.79	204844.86 17070.41 7878.65 98.48
2M113	Officer New	156M	203492.49 16957.71 7826.63 97.83	213667.11 17805.59 8217.97 102.72	224350.47 18695.87 8628.86 107.86	235567.99 19630.67 9060.31 113.25	247346.39 20612.20 9513.32 118.92
3M112	Research and Modeling Manager	148M	168526.37 14043.86 6481.78 81.02	176952.69 14746.06 6805.87 85.07	185800.33 15483.36 7146.17 89.33	195090.34 16257.53 7503.47 93.79	204844.86 17070.41 7878.65 98.48
6M101	Senior Assistant Counsel	157M	209903.52 17491.96 8073.21 100.92	220398.70 18366.56 8476.87 105.96	231418.63 19284.89 8900.72 111.26	242989.56 20249.13 9345.75 116.82	255139.04 21261.59 9813.04 122.66
3M124	Senior Manager New	152M	185800.33 15483.36 7146.17 89.33	195090.34 16257.53 7503.47 93.79	204844.86 17070.41 7878.65 98.48	215087.10 17923.93 8272.58 103.41	225841.46 18820.12 8686.21 108.58
6M102	Senior Policy Advisor	148M	168526.37 14043.86 6481.78 81.02	176952.69 14746.06 6805.87 85.07	185800.33 15483.36 7146.17 89.33	195090.34 16257.53 7503.47 93.79	204844.86 17070.41 7878.65 98.48
8M102	Staff Attorney	145M	156633.24 13052.77 6024.36 75.30	164464.90 13705.41 6325.57 79.07	172688.15 14390.68 6641.85 83.02	181322.55 15110.21 6973.94 87.17	190388.68 15865.72 7322.64 91.53
8M103	Staff Attorney Trainee	129M	104774.81 8731.23 4029.80 50.37	110013.55 9167.80 4231.29 52.89	115514.23 9626.19 4442.85 55.54	121289.94 10107.49 4665.00 58.31	127354.43 10612.87 4898.25 61.23
3M116	Strategic Facilities Manager	148M	168526.37 14043.86 6481.78 81.02	176952.69 14746.06 6805.87 85.07	185800.33 15483.36 7146.17 89.33	195090.34 16257.53 7503.47 93.79	204844.86 17070.41 7878.65 98.48

ID-JDE CONFIDENTIAL

		Range	Step A	Step B	Step C	Step D	Step E
7C007	Admin Secretary (HR)	118	78702.98 6558.58 3027.04 37.84	82638.13 6886.51 3178.39 39.73	86770.03 7230.84 3337.31 41.72	91108.54 7592.38 3504.17 43.80	95663.96 7972.00 3679.38 45.99
8C006	Administrative Assistant I (Confidential)	114	71385.92 5948.83 2745.61 34.32	74955.22 6246.27 2882.89 36.04	78702.98 6558.58 3027.04 37.84	82638.13 6886.51 3178.39 39.73	86770.03 7230.84 3337.31 41.72
7C009	Administrative Assistant II (Confidential)	118	78702.98 6558.58 3027.04 37.84	82638.13 6886.51 3178.39 39.73	86770.03 7230.84 3337.31 41.72	91108.54 7592.38 3504.17 43.80	95663.96 7972.00 3679.38 45.99
8C102	Analyst I New	130	105469.52 8789.13 4056.52 50.71	110742.99 9228.58 4259.35 53.24	116280.14 9690.01 4472.31 55.90	122094.15 10174.51 4695.93 58.70	128198.86 10683.24 4930.73 61.63
7C105	Analyst II New	134	116280.14 9690.01 4472.31 55.90	122094.15 10174.51 4695.93 58.70	128198.86 10683.24 4930.73 61.63	134608.80 11217.40 5177.26 64.72	141339.24 11778.27 5436.12 67.95
5C101	Clerk of the Boards	132	110742.99 9228.58 4259.35 53.24	116280.14 9690.01 4472.31 55.90	122094.15 10174.51 4695.93 58.70	128198.86 10683.24 4930.73 61.63	134608.80 11217.40 5177.26 64.72
6C105	Economist New	148	163617.84 13634.82 6292.99 78.66	171798.73 14316.56 6607.64 82.60	180388.67 15032.39 6938.03 86.73	189408.10 15784.01 7284.93 91.06	198878.51 16573.21 7649.17 95.61
8C005	Executive Assistant I	128	100447.16 8370.60 3863.35 48.29	105469.52 8789.13 4056.52 50.71	110742.99 9228.58 4259.35 53.24	116280.14 9690.01 4472.31 55.90	122094.15 10174.51 4695.93 58.70
7C008	Executive Assistant II	132	110742.99 9228.58 4259.35 53.24	116280.14 9690.01 4472.31 55.90	122094.15 10174.51 4695.93 58.70	128198.86 10683.24 4930.73 61.63	134608.80 11217.40 5177.26 64.72
8C004	Executive Secretary I	128	100447.16 8370.60 3863.35 48.29	105469.52 8789.13 4056.52 50.71	110742.99 9228.58 4259.35 53.24	116280.14 9690.01 4472.31 55.90	122094.15 10174.51 4695.93 58.70
7C001	Executive Secretary II	132	110742.99 9228.58 4259.35 53.24	116280.14 9690.01 4472.31 55.90	122094.15 10174.51 4695.93 58.70	128198.86 10683.24 4930.73 61.63	134608.80 11217.40 5177.26 64.72
8C101	Human Resources Analyst I	130	105469.52 8789.13 4056.52 50.71	110742.99 9228.58 4259.35 53.24	116280.14 9690.01 4472.31 55.90	122094.15 10174.51 4695.93 58.70	128198.86 10683.24 4930.73 61.63

ID-JDE CONFIDENTIAL(CONTINUED)

		Range	Step A	Step B	Step C	Step D	Step E
7C103	Human Resources Analyst II	134	116280.14 9690.01 4472.31 55.90	122094.15 10174.51 4695.93 58.70	128198.86 10683.24 4930.73 61.63	134608.80 11217.40 5177.26 64.72	141339.24 11778.27 5436.12 67.95
8C001	Human Resources Technician I	122	86770.03 7230.84 3337.31 41.72	91108.54 7592.38 3504.17 43.80	95663.96 7972.00 3679.38 45.99	100447.16 8370.60 3863.35 48.29	105469.52 8789.13 4056.52 50.71
7C002	Human Resources Technician II	126	95663.96 7972.00 3679.38 45.99	100447.16 8370.60 3863.35 48.29	105469.52 8789.13 4056.52 50.71	110742.99 9228.58 4259.35 53.24	116280.14 9690.01 4472.31 55.90
7C010	Legal Intern	124	91108.54 7592.38 3504.17 43.80	95663.96 7972.00 3679.38 45.99	100447.16 8370.60 3863.35 48.29	105469.52 8789.13 4056.52 50.71	110742.99 9228.58 4259.35 53.24
7C003	Legal Office Services Specialist	124	91108.54 7592.38 3504.17 43.80	95663.96 7972.00 3679.38 45.99	100447.16 8370.60 3863.35 48.29	105469.52 8789.13 4056.52 50.71	110742.99 9228.58 4259.35 53.24
8C002	Legal Secretary I	116	74955.22 6246.27 2882.89 36.04	78702.98 6558.58 3027.04 37.84	82638.13 6886.51 3178.39 39.73	86770.03 7230.84 3337.31 41.72	91108.54 7592.38 3504.17 43.80
7C004	Legal Secretary II	120	82638.13 6886.51 3178.39 39.73	86770.03 7230.84 3337.31 41.72	91108.54 7592.38 3504.17 43.80	95663.96 7972.00 3679.38 45.99	100447.16 8370.60 3863.35 48.29
8C003	Office Assistant I (HR)	104	55932.74 4661.06 2151.26 26.89	58729.37 4894.11 2258.82 28.24	61665.84 5138.82 2371.76 29.65	64749.14 5395.76 2490.35 31.13	67986.59 5665.55 2614.87 32.69
7C005	Office Assistant II (HR)	108	61665.84 5138.82 2371.76 29.65	64749.14 5395.76 2490.35 31.13	67986.59 5665.55 2614.87 32.69	71385.92 5948.83 2745.61 34.32	74955.22 6246.27 2882.89 36.04
8C103 New	Paralegal I	120	82638.13 6886.51 3178.39 39.73	86770.03 7230.84 3337.31 41.72	91108.54 7592.38 3504.17 43.80	95663.96 7972.00 3679.38 45.99	100447.16 8370.60 3863.35 48.29
7C102 New	Paralegal II	124	91108.54 7592.38 3504.17 43.80	95663.96 7972.00 3679.38 45.99	100447.16 8370.60 3863.35 48.29	105469.52 8789.13 4056.52 50.71	110742.99 9228.58 4259.35 53.24
4C103 New	Principal Analyst	142	141339.24 11778.27 5436.12 67.95	148406.20 12367.18 5707.93 71.35	155826.51 12985.54 5993.33 74.92	163617.84 13634.82 6292.99 78.66	171798.73 14316.56 6607.64 82.60

ID-JDE CONFIDENTIAL(CONTINUED)

		Range	Step A	Step B	Step C	Step D	Step E
4C102	Principal Cybersecurity Analyst	139	131364.74	137932.98	144829.62	152071.11	159674.66
			10947.06	11494.41	12069.14	12672.59	13306.22
			5052.49	5305.11	5570.37	5848.89	6141.33
			63.16	66.31	69.63	73.11	76.77
4C101	Principal Human Resources Analyst	142	141339.24	148406.20	155826.51	163617.84	171798.73
			11778.27	12367.18	12985.54	13634.82	14316.56
			5436.12	5707.93	5993.33	6292.99	6607.64
			67.95	71.35	74.92	78.66	82.60
6C106	Senior Analyst	138	128198.86	134608.80	141339.24	148406.20	155826.51
New			10683.24	11217.40	11778.27	12367.18	12985.54
			4930.73	5177.26	5436.12	5707.93	5993.33
			61.63	64.72	67.95	71.35	74.92
6C002	Senior Executive Assistant	134	116280.14	122094.15	128198.86	134608.80	141339.24
			9690.01	10174.51	10683.24	11217.40	11778.27
			4472.31	4695.93	4930.73	5177.26	5436.12
			55.90	58.70	61.63	64.72	67.95
6C001	Senior Executive Secretary	134	116280.14	122094.15	128198.86	134608.80	141339.24
			9690.01	10174.51	10683.24	11217.40	11778.27
			4472.31	4695.93	4930.73	5177.26	5436.12
			55.90	58.70	61.63	64.72	67.95
6C102	Senior Human Resources Analyst	138	128198.86	134608.80	141339.24	148406.20	155826.51
			10683.24	11217.40	11778.27	12367.18	12985.54
			4930.73	5177.26	5436.12	5707.93	5993.33
			61.63	64.72	67.95	71.35	74.92
6C103	Senior Payroll Analyst	138	128198.86	134608.80	141339.24	148406.20	155826.51
			10683.24	11217.40	11778.27	12367.18	12985.54
			4930.73	5177.26	5436.12	5707.93	5993.33
			61.63	64.72	67.95	71.35	74.92
5C103	Supervising Analyst	142	141339.24	148406.20	155826.51	163617.84	171798.73
New			11778.27	12367.18	12985.54	13634.82	14316.56
			5436.12	5707.93	5993.33	6292.99	6607.64
			67.95	71.35	74.92	78.66	82.60
7C104	Technician	126	95663.96	100447.16	105469.52	110742.99	116280.14
New			7972.00	8370.60	8789.13	9228.58	9690.01
			3679.38	3863.35	4056.52	4259.35	4472.31
			45.99	48.29	50.71	53.24	55.90

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
SALARY SCHEDULE FOR TECHNICAL/GENERAL AND PROFESSIONAL EMPLOYEES
 Effective July 14, 2024 per Memorandum of Understanding effective July 1, 2023

ID-JDE	PROFESSIONAL	Range	Step A	Step B	Step C	Step D	Step E
7P001	Accountant I	130	103401.49 8616.79 3976.98 49.71	108571.56 9047.63 4175.83 52.20	114000.14 9500.01 4384.62 54.81	119700.15 9975.01 4603.85 57.55	125685.16 10473.76 4834.04 60.43
7P014	Accountant II	134	114000.14 9500.01 4384.62 54.81	119700.15 9975.01 4603.85 57.55	125685.16 10473.76 4834.04 60.43	131969.41 10997.45 5075.75 63.45	138567.88 11547.32 5329.53 66.62
7P002	Advanced Projects Advisor	144	145496.28 12124.69 5596.01 69.95	152771.09 12730.92 5875.81 73.45	160409.65 13367.47 6169.60 77.12	168430.13 14035.84 6478.08 80.98	176851.64 14737.64 6801.99 85.02
8P001	Air Quality Chemist I	130	103401.49 8616.79 3976.98 49.71	108571.56 9047.63 4175.83 52.20	114000.14 9500.01 4384.62 54.81	119700.15 9975.01 4603.85 57.55	125685.16 10473.76 4834.04 60.43
7P003	Air Quality Chemist II	134	114000.14 9500.01 4384.62 54.81	119700.15 9975.01 4603.85 57.55	125685.16 10473.76 4834.04 60.43	131969.41 10997.45 5075.75 63.45	138567.88 11547.32 5329.53 66.62
8P002	Air Quality Engineer I	132	108571.56 9047.63 4175.83 52.20	114000.14 9500.01 4384.62 54.81	119700.15 9975.01 4603.85 57.55	125685.16 10473.76 4834.04 60.43	131969.41 10997.45 5075.75 63.45
7P004	Air Quality Engineer II	136	119700.15 9975.01 4603.85 57.55	125685.16 10473.76 4834.04 60.43	131969.41 10997.45 5075.75 63.45	138567.88 11547.32 5329.53 66.62	145496.28 12124.69 5596.01 69.95
8P003	Air Quality Meteorologist I	131	105955.00 8829.58 4075.19 50.94	111252.75 9271.06 4278.95 53.49	116815.38 9734.62 4492.90 56.16	122656.15 10221.35 4717.54 58.97	128788.96 10732.41 4953.42 61.92
7P005	Air Quality Meteorologist II	135	116815.38 9734.62 4492.90 56.16	122656.15 10221.35 4717.54 58.97	128788.96 10732.41 4953.42 61.92	135228.41 11269.03 5201.09 65.01	141989.83 11832.49 5461.15 68.26
7P006	Atmospheric Modeler	140	131969.41 10997.45 5075.75 63.45	138567.88 11547.32 5329.53 66.62	145496.28 12124.69 5596.01 69.95	152771.09 12730.92 5875.81 73.45	160409.65 13367.47 6169.60 77.12
8P004	Environmental Planner I	130	103401.49 8616.79 3976.98 49.71	108571.56 9047.63 4175.83 52.20	114000.14 9500.01 4384.62 54.81	119700.15 9975.01 4603.85 57.55	125685.16 10473.76 4834.04 60.43

ID-JDE	PROFESSIONAL(continued)	Range	Step A	Step B	Step C	Step D	Step E
7P007	Environmental Planner II	134	114000.14 9500.01 4384.62 54.81	119700.15 9975.01 4603.85 57.55	125685.16 10473.76 4834.04 60.43	131969.41 10997.45 5075.75 63.45	138567.88 11547.32 5329.53 66.62
7P008	Legislative Analyst	138	125685.16 10473.76 4834.04 60.43	131969.41 10997.45 5075.75 63.45	138567.88 11547.32 5329.53 66.62	145496.28 12124.69 5596.01 69.95	152771.09 12730.92 5875.81 73.45
7P013	Librarian	128	98477.61 8206.47 3787.60 47.35	103401.49 8616.79 3976.98 49.71	108571.56 9047.63 4175.83 52.20	114000.14 9500.01 4384.62 54.81	119700.15 9975.01 4603.85 57.55
4P001	Principal Accountant	142	138567.88 11547.32 5329.53 66.62	145496.28 12124.69 5596.01 69.95	152771.09 12730.92 5875.81 73.45	160409.65 13367.47 6169.60 77.12	168430.13 14035.84 6478.08 80.98
4P002	Principal Air and Meteorological Monitoring Specialist	143	141989.83 11832.49 5461.15 68.26	149089.32 12424.11 5734.20 71.68	156543.79 13045.32 6020.91 75.26	164370.98 13697.58 6321.96 79.02	172589.52 14382.46 6638.06 82.98
4P005	Principal Air Quality Chemist	142	138567.88 11547.32 5329.53 66.62	145496.28 12124.69 5596.01 69.95	152771.09 12730.92 5875.81 73.45	160409.65 13367.47 6169.60 77.12	168430.13 14035.84 6478.08 80.98
4P003	Principal Air Quality Engineer	144	145496.28 12124.69 5596.01 69.95	152771.09 12730.92 5875.81 73.45	160409.65 13367.47 6169.60 77.12	168430.13 14035.84 6478.08 80.98	176851.64 14737.64 6801.99 85.02
4P006	Principal Air Quality Meteorologist	143	141989.83 11832.49 5461.15 68.26	149089.32 12424.11 5734.20 71.68	156543.79 13045.32 6020.91 75.26	164370.98 13697.58 6321.96 79.02	172589.52 14382.46 6638.06 82.98
4P004	Principal Environmental Planner	142	138567.88 11547.32 5329.53 66.62	145496.28 12124.69 5596.01 69.95	152771.09 12730.92 5875.81 73.45	160409.65 13367.47 6169.60 77.12	168430.13 14035.84 6478.08 80.98
7P010	Research Analyst	130	103401.49 8616.79 3976.98 49.71	108571.56 9047.63 4175.83 52.20	114000.14 9500.01 4384.62 54.81	119700.15 9975.01 4603.85 57.55	125685.16 10473.76 4834.04 60.43
6P007	Senior Accountant	138	125685.16 10473.76 4834.04 60.43	131969.41 10997.45 5075.75 63.45	138567.88 11547.32 5329.53 66.62	145496.28 12124.69 5596.01 69.95	152771.09 12730.92 5875.81 73.45
6P001	Senior Advanced Projects Advisor	148	160409.65 13367.47 6169.60 77.12	168430.13 14035.84 6478.08 80.98	176851.64 14737.64 6801.99 85.02	185694.22 15474.52 7142.09 89.28	194978.93 16248.24 7499.19 93.74

ID-JDE	PROFESSIONAL(continued)	Range	Step A	Step B	Step C	Step D	Step E
6P002	Senior Air Quality Chemist	138	125685.16 10473.76 4834.04 60.43	131969.41 10997.45 5075.75 63.45	138567.88 11547.32 5329.53 66.62	145496.28 12124.69 5596.01 69.95	152771.09 12730.92 5875.81 73.45
6P003	Senior Air Quality Engineer	140	131969.41 10997.45 5075.75 63.45	138567.88 11547.32 5329.53 66.62	145496.28 12124.69 5596.01 69.95	152771.09 12730.92 5875.81 73.45	160409.65 13367.47 6169.60 77.12
6P004	Senior Air Quality Meteorologist	139	128788.96 10732.41 4953.42 61.92	135228.41 11269.03 5201.09 65.01	141989.83 11832.49 5461.15 68.26	149089.32 12424.11 5734.20 71.68	156543.79 13045.32 6020.91 75.26
6P005	Senior Atmospheric Modeler	144	145496.28 12124.69 5596.01 69.95	152771.09 12730.92 5875.81 73.45	160409.65 13367.47 6169.60 77.12	168430.13 14035.84 6478.08 80.98	176851.64 14737.64 6801.99 85.02
6P006	Senior Environmental Planner	138	125685.16 10473.76 4834.04 60.43	131969.41 10997.45 5075.75 63.45	138567.88 11547.32 5329.53 66.62	145496.28 12124.69 5596.01 69.95	152771.09 12730.92 5875.81 73.45
7P011	Statistician	137	122656.15 10221.35 4717.54 58.97	128788.96 10732.41 4953.42 61.92	135228.41 11269.03 5201.09 65.01	141989.83 11832.49 5461.15 68.26	149089.32 12424.11 5734.20 71.68
5P001	Supervising Air Quality Engineer	144	145496.28 12124.69 5596.01 69.95	152771.09 12730.92 5875.81 73.45	160409.65 13367.47 6169.60 77.12	168430.13 14035.84 6478.08 80.98	176851.64 14737.64 6801.99 85.02
5P002	Supervising Air Quality Meteorologist	143	141989.83 11832.49 5461.15 68.26	149089.32 12424.11 5734.20 71.68	156543.79 13045.32 6020.91 75.26	164370.98 13697.58 6321.96 79.02	172589.52 14382.46 6638.06 82.98
5P003	Supervising Environmental Planner	142	138567.88 11547.32 5329.53 66.62	145496.28 12124.69 5596.01 69.95	152771.09 12730.92 5875.81 73.45	160409.65 13367.47 6169.60 77.12	168430.13 14035.84 6478.08 80.98
7P012	Toxicologist	144	145496.28 12124.69 5596.01 69.95	152771.09 12730.92 5875.81 73.45	160409.65 13367.47 6169.60 77.12	168430.13 14035.84 6478.08 80.98	176851.64 14737.64 6801.99 85.02
8T001	Accounting Assistant I	122	85068.66 7089.06 3271.87 40.90	89322.09 7443.51 3435.47 42.94	93788.20 7815.68 3607.24 45.09	98477.61 8206.47 3787.60 47.35	103401.49 8616.79 3976.98 49.71
7T001	Accounting Assistant II	126	93788.20 7815.68 3607.24 45.09	98477.61 8206.47 3787.60 47.35	103401.49 8616.79 3976.98 49.71	108571.56 9047.63 4175.83 52.20	114000.14 9500.01 4384.62 54.81

ID-JDE	TECHNICAL/GENERAL	Range	Step A	Step B	Step C	Step D	Step E
7T002	Administrative Analyst	131	105955.00	111252.75	116815.38	122656.15	128788.96
			8829.58	9271.06	9734.62	10221.35	10732.41
			4075.19	4278.95	4492.90	4717.54	4953.42
			50.94	53.49	56.16	58.97	61.92
8T015	Administrative Assistant I	114	69986.20	73485.51	77159.78	81017.77	85068.66
			5832.18	6123.79	6429.98	6751.48	7089.06
			2691.78	2826.37	2967.68	3116.07	3271.87
			33.65	35.33	37.10	38.95	40.90
7T034	Administrative Assistant II	118	77159.78	81017.77	85068.66	89322.09	93788.20
			6429.98	6751.48	7089.06	7443.51	7815.68
			2967.68	3116.07	3271.87	3435.47	3607.24
			37.10	38.95	40.90	42.94	45.09
7T003	Administrative Secretary	118	77159.78	81017.77	85068.66	89322.09	93788.20
			6429.98	6751.48	7089.06	7443.51	7815.68
			2967.68	3116.07	3271.87	3435.47	3607.24
			37.10	38.95	40.90	42.94	45.09
8T002	AQ Case Settlement Spec. I	126	93788.20	98477.61	103401.49	108571.56	114000.14
			7815.68	8206.47	8616.79	9047.63	9500.01
			3607.24	3787.60	3976.98	4175.83	4384.62
			45.09	47.35	49.71	52.20	54.81
7T004	AQ Case Settlement Spec. II	130	103401.49	108571.56	114000.14	119700.15	125685.16
			8616.79	9047.63	9500.01	9975.01	10473.76
			3976.98	4175.83	4384.62	4603.85	4834.04
			49.71	52.20	54.81	57.55	60.43
8T003	Air Quality Inspector I	124	89322.09	93788.20	98477.61	103401.49	108571.56
			7443.51	7815.68	8206.47	8616.79	9047.63
			3435.47	3607.24	3787.60	3976.98	4175.83
			42.94	45.09	47.35	49.71	52.20
7T005	Air Quality Inspector II	128	98477.61	103401.49	108571.56	114000.14	119700.15
			8206.47	8616.79	9047.63	9500.01	9975.01
			3787.60	3976.98	4175.83	4384.62	4603.85
			47.35	49.71	52.20	54.81	57.55
8T004	Air Quality Instrument Specialist I	124	89322.09	93788.20	98477.61	103401.49	108571.56
			7443.51	7815.68	8206.47	8616.79	9047.63
			3435.47	3607.24	3787.60	3976.98	4175.83
			42.94	45.09	47.35	49.71	52.20
7T006	Air Quality Instrument Specialist II	128	98477.61	103401.49	108571.56	114000.14	119700.15
			8206.47	8616.79	9047.63	9500.01	9975.01
			3787.60	3976.98	4175.83	4384.62	4603.85
			47.35	49.71	52.20	54.81	57.55
8T005	Air Quality Laboratory Technician I	122	85068.66	89322.09	93788.20	98477.61	103401.49
			7089.06	7443.51	7815.68	8206.47	8616.79
			3271.87	3435.47	3607.24	3787.60	3976.98
			40.90	42.94	45.09	47.35	49.71
7T007	Air Quality Laboratory Technician II	126	93788.20	98477.61	103401.49	108571.56	114000.14
			7815.68	8206.47	8616.79	9047.63	9500.01
			3607.24	3787.60	3976.98	4175.83	4384.62
			45.09	47.35	49.71	52.20	54.81

ID-JDE TECHNICAL/GENERAL(cont'd)

		Range	Step A	Step B	Step C	Step D	Step E
8T006	Air Quality Permit Technician I	122	85068.66 7089.06 3271.87 40.90	89322.09 7443.51 3435.47 42.94	93788.20 7815.68 3607.24 45.09	98477.61 8206.47 3787.60 47.35	103401.49 8616.79 3976.98 49.71
7T008	Air Quality Permit Technician II	126	93788.20 7815.68 3607.24 45.09	98477.61 8206.47 3787.60 47.35	103401.49 8616.79 3976.98 49.71	108571.56 9047.63 4175.83 52.20	114000.14 9500.01 4384.62 54.81
8T007	Air Quality Specialist I	130	103401.49 8616.79 3976.98 49.71	108571.56 9047.63 4175.83 52.20	114000.14 9500.01 4384.62 54.81	119700.15 9975.01 4603.85 57.55	125685.16 10473.76 4834.04 60.43
7T009	Air Quality Specialist II	134	114000.14 9500.01 4384.62 54.81	119700.15 9975.01 4603.85 57.55	125685.16 10473.76 4834.04 60.43	131969.41 10997.45 5075.75 63.45	138567.88 11547.32 5329.53 66.62
7T010	Air Quality Technical Assistant	118	77159.78 6429.98 2967.68 37.10	81017.77 6751.48 3116.07 38.95	85068.66 7089.06 3271.87 40.90	89322.09 7443.51 3435.47 42.94	93788.20 7815.68 3607.24 45.09
8T008	Air Quality Technician I	122	85068.66 7089.06 3271.87 40.90	89322.09 7443.51 3435.47 42.94	93788.20 7815.68 3607.24 45.09	98477.61 8206.47 3787.60 47.35	103401.49 8616.79 3976.98 49.71
7T011	Air Quality Technician II	126	93788.20 7815.68 3607.24 45.09	98477.61 8206.47 3787.60 47.35	103401.49 8616.79 3976.98 49.71	108571.56 9047.63 4175.83 52.20	114000.14 9500.01 4384.62 54.81
8T016	Assistant Air Quality Specialist I	122	85068.66 7089.06 3271.87 40.90	89322.09 7443.51 3435.47 42.94	93788.20 7815.68 3607.24 45.09	98477.61 8206.47 3787.60 47.35	103401.49 8616.79 3976.98 49.71
7T035	Assistant Air Quality Specialist II	126	93788.20 7815.68 3607.24 45.09	98477.61 8206.47 3787.60 47.35	103401.49 8616.79 3976.98 49.71	108571.56 9047.63 4175.83 52.20	114000.14 9500.01 4384.62 54.81
8T014	Assistant Staff Specialist I	122	85068.66 7089.06 3271.87 40.90	89322.09 7443.51 3435.47 42.94	93788.20 7815.68 3607.24 45.09	98477.61 8206.47 3787.60 47.35	103401.49 8616.79 3976.98 49.71
7T033	Assistant Staff Specialist II	126	93788.20 7815.68 3607.24 45.09	98477.61 8206.47 3787.60 47.35	103401.49 8616.79 3976.98 49.71	108571.56 9047.63 4175.83 52.20	114000.14 9500.01 4384.62 54.81
7T012	Building Maintenance Mechanic	114	69986.20 5832.18 2691.78 33.65	73485.51 6123.79 2826.37 35.33	77159.78 6429.98 2967.68 37.10	81017.77 6751.48 3116.07 38.95	85068.66 7089.06 3271.87 40.90

ID-JDE TECHNICAL/GENERAL (cont'd)

		Range	Step A	Step B	Step C	Step D	Step E
7T013	Data Entry Operator	111	65047.18	68299.54	71714.51	75300.24	79065.25
			5420.60	5691.63	5976.21	6275.02	6588.77
			2501.81	2626.91	2758.25	2896.16	3040.97
			31.27	32.84	34.48	36.20	38.01
5T010	Data Support Supervisor	142	138567.88	145496.28	152771.09	160409.65	168430.13
			11547.32	12124.69	12730.92	13367.47	14035.84
			5329.53	5596.01	5875.81	6169.60	6478.08
			66.62	69.95	73.45	77.12	80.98
7T014	Database Specialist	135	116815.38	122656.15	128788.96	135228.41	141989.83
			9734.62	10221.35	10732.41	11269.03	11832.49
			4492.90	4717.54	4953.42	5201.09	5461.15
			56.16	58.97	61.92	65.01	68.26
7T015	Deputy Clerk of the Boards	123	87169.44	91527.91	96104.30	100909.52	105955.00
			7264.12	7627.33	8008.69	8409.13	8829.58
			3352.67	3520.30	3696.32	3881.14	4075.19
			41.91	44.00	46.20	48.51	50.94
7T028	Facilities Maintenance Worker	108	60456.71	63479.54	66653.52	69986.20	73485.51
			5038.06	5289.96	5554.46	5832.18	6123.79
			2325.26	2441.52	2563.60	2691.78	2826.37
			29.07	30.52	32.04	33.65	35.33
5T008	Facilities Services Supervisor	130	103401.49	108571.56	114000.14	119700.15	125685.16
			8616.79	9047.63	9500.01	9975.01	10473.76
			3976.98	4175.83	4384.62	4603.85	4834.04
			49.71	52.20	54.81	57.55	60.43
7T031	Fiscal Services Coordinator	142	138567.88	145496.28	152771.09	160409.65	168430.13
			11547.32	12124.69	12730.92	13367.47	14035.84
			5329.53	5596.01	5875.81	6169.60	6478.08
			66.62	69.95	73.45	77.12	80.98
8T009	Mechanic I	121	83018.51	87169.44	91527.91	96104.30	100909.52
			6918.21	7264.12	7627.33	8008.69	8409.13
			3193.02	3352.67	3520.30	3696.32	3881.14
			39.91	41.91	44.00	46.20	48.51
7T016	Mechanic II	125	91527.91	96104.30	100909.52	105955.00	111252.75
			7627.33	8008.69	8409.13	8829.58	9271.06
			3520.30	3696.32	3881.14	4075.19	4278.95
			44.00	46.20	48.51	50.94	53.49
8T010	Office Assistant I	104	54836.02	57577.82	60456.71	63479.54	66653.52
			4569.67	4798.15	5038.06	5289.96	5554.46
			2109.08	2214.53	2325.26	2441.52	2563.60
			26.36	27.68	29.07	30.52	32.04
7T017	Office Assistant II	108	60456.71	63479.54	66653.52	69986.20	73485.51
			5038.06	5289.96	5554.46	5832.18	6123.79
			2325.26	2441.52	2563.60	2691.78	2826.37
			29.07	30.52	32.04	33.65	35.33
5T001	Office Services Supervisor	116	73485.51	77159.78	81017.77	85068.66	89322.09
			6123.79	6429.98	6751.48	7089.06	7443.51
			2826.37	2967.68	3116.07	3271.87	3435.47
			35.33	37.10	38.95	40.90	42.94

ID-JDE TECHNICAL/GENERAL (cont'd)

		Range	Step A	Step B	Step C	Step D	Step E
7T018	Permit Coordinator	134	114000.14	119700.15	125685.16	131969.41	138567.88
			9500.01	9975.01	10473.76	10997.45	11547.32
			4384.62	4603.85	4834.04	5075.75	5329.53
			54.81	57.55	60.43	63.45	66.62
6T009	Principal Air Quality Instrument Specialist	136	119700.15	125685.16	131969.41	138567.88	145496.28
			9975.01	10473.76	10997.45	11547.32	12124.69
			4603.85	4834.04	5075.75	5329.53	5596.01
			57.55	60.43	63.45	66.62	69.95
4T001	Principal Air Quality Specialist	142	138567.88	145496.28	152771.09	160409.65	168430.13
			11547.32	12124.69	12730.92	13367.47	14035.84
			5329.53	5596.01	5875.81	6169.60	6478.08
			66.62	69.95	73.45	77.12	80.98
4T002	Principal Staff Specialist	142	138567.88	145496.28	152771.09	160409.65	168430.13
			11547.32	12124.69	12730.92	13367.47	14035.84
			5329.53	5596.01	5875.81	6169.60	6478.08
			66.62	69.95	73.45	77.12	80.98
8T011	Programmer Analyst I	127	96104.30	100909.52	105955.00	111252.75	116815.38
			8008.69	8409.13	8829.58	9271.06	9734.62
			3696.32	3881.14	4075.19	4278.95	4492.90
			46.20	48.51	50.94	53.49	56.16
7T019	Programmer Analyst II	131	105955.00	111252.75	116815.38	122656.15	128788.96
			8829.58	9271.06	9734.62	10221.35	10732.41
			4075.19	4278.95	4492.90	4717.54	4953.42
			50.94	53.49	56.16	58.97	61.92
8T012	Public Information Officer I	130	103401.49	108571.56	114000.14	119700.15	125685.16
			8616.79	9047.63	9500.01	9975.01	10473.76
			3976.98	4175.83	4384.62	4603.85	4834.04
			49.71	52.20	54.81	57.55	60.43
7T020	Public Information Officer II	134	114000.14	119700.15	125685.16	131969.41	138567.88
			9500.01	9975.01	10473.76	10997.45	11547.32
			4384.62	4603.85	4834.04	5075.75	5329.53
			54.81	57.55	60.43	63.45	66.62
7T027	Purchasing Agent	122	85068.66	89322.09	93788.20	98477.61	103401.49
			7089.06	7443.51	7815.68	8206.47	8616.79
			3271.87	3435.47	3607.24	3787.60	3976.98
			40.90	42.94	45.09	47.35	49.71
7T021	Radio/Telephone Operator	113	68299.54	71714.51	75300.24	79065.25	83018.51
			5691.63	5976.21	6275.02	6588.77	6918.21
			2626.91	2758.25	2896.16	3040.97	3193.02
			32.84	34.48	36.20	38.01	39.91
5T002	Radio/Telephone Operator Supervisor	119	79065.25	83018.51	87169.44	91527.91	96104.30
			6588.77	6918.21	7264.12	7627.33	8008.69
			3040.97	3193.02	3352.67	3520.30	3696.32
			38.01	39.91	41.91	44.00	46.20
7T022	Receptionist	104	54836.02	57577.82	60456.71	63479.54	66653.52
			4569.67	4798.15	5038.06	5289.96	5554.46
			2109.08	2214.53	2325.26	2441.52	2563.60
			26.36	27.68	29.07	30.52	32.04

ID-JDE TECHNICAL/GENERAL (cont'd)

		Range	Step A	Step B	Step C	Step D	Step E
7T023	Secretary	112	66653.52 5554.46 2563.60 32.04	69986.20 5832.18 2691.78 33.65	73485.51 6123.79 2826.37 35.33	77159.78 6429.98 2967.68 37.10	81017.77 6751.48 3116.07 38.95
6T001	Senior Accounting Assistant	120	81017.77 6751.48 3116.07 38.95	85068.66 7089.06 3271.87 40.90	89322.09 7443.51 3435.47 42.94	93788.20 7815.68 3607.24 45.09	98477.61 8206.47 3787.60 47.35
6T002	Senior Air Quality Inspector	132	108571.56 9047.63 4175.83 52.20	114000.14 9500.01 4384.62 54.81	119700.15 9975.01 4603.85 57.55	125685.16 10473.76 4834.04 60.43	131969.41 10997.45 5075.75 63.45
6T003	Senior Air Quality Instrument Specialist	132	108571.56 9047.63 4175.83 52.20	114000.14 9500.01 4384.62 54.81	119700.15 9975.01 4603.85 57.55	125685.16 10473.76 4834.04 60.43	131969.41 10997.45 5075.75 63.45
6T007	Senior Air Quality Permit Technician	130	103401.49 8616.79 3976.98 49.71	108571.56 9047.63 4175.83 52.20	114000.14 9500.01 4384.62 54.81	119700.15 9975.01 4603.85 57.55	125685.16 10473.76 4834.04 60.43
6T004	Senior Air Quality Specialist	138	125685.16 10473.76 4834.04 60.43	131969.41 10997.45 5075.75 63.45	138567.88 11547.32 5329.53 66.62	145496.28 12124.69 5596.01 69.95	152771.09 12730.92 5875.81 73.45
6T006	Senior Air Quality Technician	130	103401.49 8616.79 3976.98 49.71	108571.56 9047.63 4175.83 52.20	114000.14 9500.01 4384.62 54.81	119700.15 9975.01 4603.85 57.55	125685.16 10473.76 4834.04 60.43
6T005	Senior Public Information Officer	138	125685.16 10473.76 4834.04 60.43	131969.41 10997.45 5075.75 63.45	138567.88 11547.32 5329.53 66.62	145496.28 12124.69 5596.01 69.95	152771.09 12730.92 5875.81 73.45
6T008	Senior Staff Specialist	138	125685.16 10473.76 4834.04 60.43	131969.41 10997.45 5075.75 63.45	138567.88 11547.32 5329.53 66.62	145496.28 12124.69 5596.01 69.95	152771.09 12730.92 5875.81 73.45
8T013	Staff Specialist I	130	103401.49 8616.79 3976.98 49.71	108571.56 9047.63 4175.83 52.20	114000.14 9500.01 4384.62 54.81	119700.15 9975.01 4603.85 57.55	125685.16 10473.76 4834.04 60.43
7T032	Staff Specialist II	134	114000.14 9500.01 4384.62 54.81	119700.15 9975.01 4603.85 57.55	125685.16 10473.76 4834.04 60.43	131969.41 10997.45 5075.75 63.45	138567.88 11547.32 5329.53 66.62
5T003	Supervising Air Quality Inspector	136	119700.15 9975.01 4603.85 57.55	125685.16 10473.76 4834.04 60.43	131969.41 10997.45 5075.75 63.45	138567.88 11547.32 5329.53 66.62	145496.28 12124.69 5596.01 69.95

ID-JDE TECHNICAL/GENERAL (cont'd)

		Range	Step A	Step B	Step C	Step D	Step E
5T004	Supervising Air Quality Instrument Specialist	136	119700.15	125685.16	131969.41	138567.88	145496.28
			9975.01	10473.76	10997.45	11547.32	12124.69
			4603.85	4834.04	5075.75	5329.53	5596.01
			57.55	60.43	63.45	66.62	69.95
5T005	Supervising Air Quality Specialist	142	138567.88	145496.28	152771.09	160409.65	168430.13
			11547.32	12124.69	12730.92	13367.47	14035.84
			5329.53	5596.01	5875.81	6169.60	6478.08
			66.62	69.95	73.45	77.12	80.98
5T006	Supervising Public Information Officer	142	138567.88	145496.28	152771.09	160409.65	168430.13
			11547.32	12124.69	12730.92	13367.47	14035.84
			5329.53	5596.01	5875.81	6169.60	6478.08
			66.62	69.95	73.45	77.12	80.98
5T009	Supervising Staff Specialist	142	138567.88	145496.28	152771.09	160409.65	168430.13
			11547.32	12124.69	12730.92	13367.47	14035.84
			5329.53	5596.01	5875.81	6169.60	6478.08
			66.62	69.95	73.45	77.12	80.98
5T007	Supervising Systems Analyst	139	128788.96	135228.41	141989.83	149089.32	156543.79
			10732.41	11269.03	11832.49	12424.11	13045.32
			4953.42	5201.09	5461.15	5734.20	6020.91
			61.92	65.01	68.26	71.68	75.26
7T024	Systems Analyst	135	116815.38	122656.15	128788.96	135228.41	141989.83
			9734.62	10221.35	10732.41	11269.03	11832.49
			4492.90	4717.54	4953.42	5201.09	5461.15
			56.16	58.97	61.92	65.01	68.26
7T025	Systems Quality Assurance Specialist	135	116815.38	122656.15	128788.96	135228.41	141989.83
			9734.62	10221.35	10732.41	11269.03	11832.49
			4492.90	4717.54	4953.42	5201.09	5461.15
			56.16	58.97	61.92	65.01	68.26
7T026	Web Master	135	116815.38	122656.15	128788.96	135228.41	141989.83
			9734.62	10221.35	10732.41	11269.03	11832.49
			4492.90	4717.54	4953.42	5201.09	5461.15
			56.16	58.97	61.92	65.01	68.26

**BAY AREA AIR DISTRICT
2025 REPRESENTED EMPLOYEE BENEFITS**

The following benefits for represented employees are adopted under the Memorandum of Understanding between the Air District and the Employee Association and approved by the Board of Directors. The amounts below are subject to change based on health care premium rates and/or federal and state regulatory limits.

***Hired before 7/1/17:** Fringe Benefit Allowance (FBA) is the greater of frozen 2017 allowance of \$1,763.70 or EE only, EE+1 or EE+ Family tier (see below).

***Hired after 7/1/17:** Fringe Benefit Allowance (FBA) is based on Medical enrollment and is as follows:

EE Only - 100% Kaiser rate, Dental, Vision (\$1,187.22)

EE + 1 - 95% Kaiser Rate, Dental, Vision (\$2,258.63)

EE + Family - 90% Kaiser rate, Dental, Vision (\$2,801.01)

The following benefits may be covered under the FBA:

MEDICAL INSURANCE	Medical insurance is administered through California Public Employees Retirement System (CalPERS) for the employee and eligible dependents including domestic partner pursuant to the Public Employees Medical and Hospital Care Program requirements. Payroll deductions are taken twice a month (24 pay periods). www.calpers.ca.gov
DENTAL INSURANCE	Dental insurance is administered through Delta Dental for the employee and eligible dependents including domestic partners. Payroll deductions are taken twice a month (24 pay periods). www.deltadentalins.com
VISION INSURANCE	Vision insurance is administered through Vision Service Plan for the employee and eligible dependents including domestic partners. Payroll deductions are taken twice a month (24 pay periods). www.vsp.com

In addition, the Air District provides the following benefits:

LIFE INSURANCE	<p>Basic Life (Air District paid) - Up to age 55, the coverage is equal to five (5) times the employee's annual salary up to a maximum of \$500,000. Coverage decreases with age. This is an Air District paid benefit.</p> <p>Additional Life - The coverage is equal to two (2) times the employee's annual salary up to a maximum of \$100,000. Employees may use FBA for premium payment. Payroll deductions are taken twice a month (24 pay periods).</p> <p>Dependent Life - The coverage is equal to \$5,000 for each eligible dependent covered. Employees may NOT use FBA for premium payment. Payroll deductions are taken twice a month (24 pay periods).</p>
LONG TERM DISABILITY (LTD)	The Air District provides LTD coverage which equals 66-2/3% of salary for any on or off the job disability, up to a maximum of \$6,500 per month. This is an Air District paid program.
STATE DISABILITY (SDI)	The Air District provides LTD coverage which equals 66-2/3% of salary for any on or off the job disability, up to a maximum of \$6,500 per month. This is an Air District paid program.
WORKER'S COMPENSATION	The Air District provides Worker's Compensation coverage for industrial injury or illness. The Air District provides full salary continuation for the first ninety (90) days from the date of injury or illness for claims accepted by the workers' compensation carrier.
INSURANCE CONTINUATION	An employee who is ill or injured and is eligible for either Worker's Compensation or State Disability Insurance and on medical leave receives continued group insurance coverage.
RETIREMENT	Employees are covered under the provisions of the California Public Employees Retirement System (CalPERS). The retirement formula for Classic Member is 2% at 55 and the employee contribution is 7% of salary. Employees hired after 01/01/2013 will be subject to the Public Employees' Pension Reform Act of 2013 (PEPRA). The retirement formula for PEPRA Member is 2% at 62 and the employee contribution is 6.75%. Payroll deductions are taken biweekly (26 pay periods). www.calpers.ca.gov

**BAY AREA AIR DISTRICT
2025 REPRESENTED EMPLOYEE BENEFITS**

MONEY PURCHASE PENSION PLAN	The Air District contributes \$245.56 per month for each eligible employee. Effective July 1, 2025, the Air District contributes \$252.44 per month for each eligible employee. Adjustment in subsequent years to match increase in the cost of living. MissionSquare Retirement (formerly known as ICMA-RC) www.missionsq.org
DEFERRED COMPENSATION	The Air District provides a 457 deferred compensation plan through MissionSquare Retirement (formerly known as ICMA-RC). Participation is optional. The maximum employee contribution is \$23,500 for 2025 with an additional \$7,500 catch-up for employees who are 50 years old or older. Employees can make pre-tax and/or Roth after-tax contributions. Payroll deductions are taken twice a month (24 pay periods). www.missionsq.org
PAID LEAVE (ANNUAL, SICK, FLOATING HOLIDAY)	<p>Annual Leave - Accrue based on number of years of service starting at 3.69 hours to a maximum of 9.23 hours per pay period. Annual accruals will cease when the annual leave balance exceeds 460 hours and will resume when the balance falls below 460 hours. Annual leave cash-out policy for any unused annual leave in excess of 160 hours per year up to a maximum of 40 hours per calendar year.</p> <p>Sick Leave - Accrue at 3.69 hours per pay period. There is no limitation on sick leave accumulation.</p> <p>Floating Holiday - Accrue 40 hours of leave per fiscal year. Employees hired after July 1 of the current fiscal year will receive a prorated portion based on the remaining months for that fiscal year.</p>
HOLIDAYS	The Air District has 14 paid holidays.
EMPLOYEE ASSISTANCE PROGRAM	The Air District provides an employee assistance program for the employee and the members of their household. This is an Air District paid program. https://member.magellanhealthcare.com/
EDUCATIONAL REIMBURSEMENT	<p>The Air District reimburses up to a maximum of \$2,000 per fiscal year for job related educational pursuits and up to a maximum of \$1,500 per fiscal year for skills enhancement pursuits.</p> <p>The Air District offers student loan repayment assistance in amounts up to \$1,000 per year, per employee. The program is administered on a first-come, first-served basis.</p>
TRANSIT / CARPOOL SUBSIDY	Employees are eligible for a transit or carpool subsidy of up to \$325 per month. Parking associated with a mass transit agency is eligible for the remaining transit subsidy and/or to be paid with pre-tax salary dollars up to the maximum monthly IRS transit subsidy and/or parking subsidy equivalent. In lieu of other transit subsidy, Air District employees who live more than 1.0 miles from their work location and walk or bicycle to work are eligible for up to \$3 per day (\$1.50 per one-way trip). This is an Air District paid benefit.
DEPENDENT CARE ASSISTANCE PLAN	The Air District provides a dependent care assistance program which allows the employee to set aside pre-tax salary dollars to pay for eligible expenses for dependent care. Plan year maximum is \$5,000 per household. Participation is optional. Payroll deductions are taken twice a month (24 pay periods). www.padmin.com
MEDICAL CARE REIMBURSEMENT ACCOUNT	The Air District provides a medical care reimbursement program which allows the employee to set aside pre-tax salary dollars to pay for eligible expenses for medical care. Plan year maximum is \$3,300. Participation is optional. Payroll deductions are taken twice a month (24 pay periods). www.padmin.com

For complete details regarding these benefits, please refer to the Memorandum of Understanding and plan documents.

**BAY AREA AIR DISTRICT
2025 CONFIDENTIAL EMPLOYEE BENEFITS**

The following benefits for confidential employees are adopted by the Board of Directors. The confidential group is not represented. The amounts below are subject to change based on health care premium rates and/or federal and state regulatory limits.

***Hired before 7/1/17:** Fringe Benefit Allowance (FBA) is the greater of frozen 2017 allowance of \$1,763.70 or EE only, EE+1 or EE+ Family tier (see below).

***Hired after 7/1/17:** Fringe Benefit Allowance (FBA) is based on Medical enrollment and is as follows:

EE Only - 100% Kaiser rate, Dental, Vision (\$1,187.22)
EE + 1 - 95% Kaiser Rate, Dental, Vision (\$2,258.63)
EE + Family - 90% Kaiser rate, Dental, Vision (\$2,801.01)

The following benefits may be covered under the FBA:

MEDICAL INSURANCE	Medical insurance is administered through California Public Employees Retirement System (CalPERS) for the employee and eligible dependents including domestic partner pursuant to the Public Employees Medical and Hospital Care Program requirements. Payroll deductions are taken twice a month (24 pay periods). www.calpers.ca.gov
DENTAL INSURANCE	Dental insurance is administered through Delta Dental for the employee and eligible dependents including domestic partners. Payroll deductions are taken twice a month (24 pay periods). www.deltadentalins.com
VISION INSURANCE	Vision insurance is administered through Vision Service Plan for the employee and eligible dependents including domestic partners. Payroll deductions are taken twice a month (24 pay periods). www.vsp.com

In addition, the Air District provides the following benefits:

LIFE INSURANCE	<p>Basic Life (Air District paid) - Up to age 55, the coverage is equal to five (5) times the employee's annual salary up to a maximum of \$500,000. Coverage decreases with age. This is an Air District paid benefit.</p> <p>Additional Life - The coverage is equal to two (2) times the employee's annual salary up to a maximum of \$100,000. Employees may use FBA for premium payment. Payroll deductions are taken twice a month (24 pay periods).</p> <p>Dependent Life - The coverage is equal to \$5,000 for each eligible dependent covered. Employees may NOT use FBA for premium payment. Payroll deductions are taken twice a month (24 pay periods).</p>
LONG TERM DISABILITY (LTD)	The Air District provides LTD coverage which equals 66-2/3% of salary for any on or off the job disability, up to a maximum of \$6,500 per month. This is an Air District paid program.
STATE DISABILITY (SDI)	The Air District provides LTD coverage which equals 66-2/3% of salary for any on or off the job disability, up to a maximum of \$6,500 per month. This is an Air District paid program.
WORKER'S COMPENSATION	The Air District provides Worker's Compensation coverage for industrial injury or illness. The Air District provides full salary continuation for the first ninety (90) days from the date of injury or illness for claims accepted by the workers' compensation carrier.
INSURANCE CONTINUATION	An employee who is ill or injured and is eligible for either Worker's Compensation or State Disability Insurance and on medical leave receives continued group insurance coverage.
RETIREMENT	Employees are covered under the provisions of the California Public Employees Retirement System (CalPERS). The retirement formula for Classic Member is 2% at 55 and the employee contribution is 7% of salary. Employees hired after 01/01/2013 will be subject to the Public Employees' Pension Reform Act of 2013 (PEPRA). The retirement formula for PEPRA Member is 2% at 62 and the employee contribution is 6.75%. Payroll deductions are taken biweekly (26 pay periods). www.calpers.ca.gov

**BAY AREA AIR DISTRICT
2025 CONFIDENTIAL EMPLOYEE BENEFITS**

MONEY PURCHASE PENSION PLAN	The Air District contributes \$245.56 per month for each eligible employee. Effective July 1, 2025, the Air District contributes \$252.44 per month for each eligible employee. Adjustment in subsequent years to match increase in the cost of living. MissionSquare Retirement (formerly known as ICMA-RC) www.missionsq.org
DEFERRED COMPENSATION	The Air District provides a 457 deferred compensation plan through MissionSquare Retirement (formerly known as ICMA-RC). Participation is optional. The maximum employee contribution is \$23,500 for 2025 with an additional \$7,500 catch-up for employees who are 50 years old or older. Employees can make pre-tax and/or Roth after-tax contributions. Payroll deductions are taken twice a month (24 pay periods). www.missionsq.org
PAID LEAVE (ANNUAL, SICK, FLOATING HOLIDAY)	<p>Annual Leave - Accrue based on number of years of service starting at 3.69 hours to a maximum of 9.23 hours per pay period. Annual accruals will cease when the annual leave balance exceeds 460 hours and will resume when the balance falls below 460 hours. Annual leave cash-out policy for any unused annual leave in excess of 160 hours per year up to a maximum of 40 hours per calendar year.</p> <p>Sick Leave - Accrue at 3.69 hours per pay period. There is no limitation on sick leave accumulation.</p> <p>Floating Holiday - Accrue 40 hours of leave per fiscal year. Employees hired after July 1 of the current fiscal year will receive a prorated portion based on the remaining months for that fiscal year.</p>
HOLIDAYS	The Air District has 14 paid holidays.
EMPLOYEE ASSISTANCE PROGRAM	The Air District provides an employee assistance program for the employee and the members of their household. This is an Air District paid program. https://member.magellanhealthcare.com/
EDUCATIONAL REIMBURSEMENT	<p>The Air District reimburses up to a maximum of \$2,000 per fiscal year for job related educational pursuits and up to a maximum of \$1,500 per fiscal year for skills enhancement pursuits.</p> <p>The Air District offers student loan repayment assistance in amounts up to \$1,000 per year, per employee. The program is administered on a first-come, first-served basis.</p>
TRANSIT / CARPOOL SUBSIDY	Employees are eligible for a transit or carpool subsidy of up to \$325 per month. Parking associated with a mass transit agency is eligible for the remaining transit subsidy and/or to be paid with pre-tax salary dollars up to the maximum monthly IRS transit subsidy and/or parking subsidy equivalent. In lieu of other transit subsidy, Air District employees who live more than 1.0 miles from their work location and walk or bicycle to work are eligible for up to \$3 per day (\$1.50 per one-way trip). This is an Air District paid benefit.
DEPENDENT CARE ASSISTANCE PLAN	The Air District provides a dependent care assistance program which allows the employee to set aside pre-tax salary dollars to pay for eligible expenses for dependent care. Plan year maximum is \$5,000 per household. Participation is optional. Payroll deductions are taken twice a month (24 pay periods). www.padmin.com
MEDICAL CARE REIMBURSEMENT ACCOUNT	The Air District provides a medical care reimbursement program which allows the employee to set aside pre-tax salary dollars to pay for eligible expenses for medical care. Plan year maximum is \$3,300. Participation is optional. Payroll deductions are taken twice a month (24 pay periods). www.padmin.com

For complete details regarding these benefits, please refer to the Administrative Code and plan documents.

**BAY AREA AIR DISTRICT
2025 MANAGEMENT EMPLOYEE BENEFITS**

The following benefits for management employees are adopted by the Board of Directors. The management group is not represented. The amounts below are subject to change based on health care premium rates and/or federal and state regulatory limits.

***Hired before 7/1/17:** Fringe Benefit Allowance (FBA) is the greater of frozen 2017 allowance of \$1,813.70 or EE only, EE+1 or EE+ Family tier (see below).

***Hired after 7/1/17:** Fringe Benefit Allowance (FBA) is based on Medical enrollment and is as follows:

EE Only - 100% Kaiser rate, Dental, Vision (\$1,187.22)

EE + 1 - 95% Kaiser Rate, Dental, Vision (\$2,258.63)

EE + Family - 90% Kaiser rate, Dental, Vision (\$2,801.01)

The following benefits may be covered under the FBA:

MEDICAL INSURANCE	Medical insurance is administered through California Public Employees Retirement System (CalPERS) for the employee and eligible dependents including domestic partner pursuant to the Public Employees Medical and Hospital Care Program requirements. Payroll deductions are taken twice a month (24 pay periods). www.calpers.ca.gov
DENTAL INSURANCE	Dental insurance is administered through Delta Dental for the employee and eligible dependents including domestic partners. Payroll deductions are taken twice a month (24 pay periods). www.deltadentalins.com
VISION INSURANCE	Vision insurance is administered through Vision Service Plan for the employee and eligible dependents including domestic partners. Payroll deductions are taken twice a month (24 pay periods). www.vsp.com

In addition, the Air District provides the following benefits:

LIFE INSURANCE	<p>Basic Life (Air District paid) - Up to age 55, the coverage is equal to five (5) times the employee's annual salary up to a maximum of \$500,000. Coverage decreases with age. This is an Air District paid benefit.</p> <p>Additional Life - The coverage is equal to two (2) times the employee's annual salary up to a maximum of \$100,000. Employees may use FBA for premium payment. Payroll deductions are taken twice a month (24 pay periods).</p> <p>Dependent Life - The coverage is equal to \$5,000 for each eligible dependent covered. Employees may NOT use FBA for premium payment. Payroll deductions are taken twice a month (24 pay periods).</p>
LONG TERM DISABILITY (LTD)	The Air District provides LTD coverage which equals 66-2/3% of salary for any on or off the job disability, up to a maximum of \$6,500 per month. This is an Air District paid program.
STATE DISABILITY (SDI)	The Air District provides LTD coverage which equals 66-2/3% of salary for any on or off the job disability, up to a maximum of \$6,500 per month. This is an Air District paid program.
WORKER'S COMPENSATION	The Air District provides Worker's Compensation coverage for industrial injury or illness. The Air District provides full salary continuation for the first ninety (90) days from the date of injury or illness for claims accepted by the workers' compensation carrier.
INSURANCE CONTINUATION	An employee who is ill or injured and is eligible for either Worker's Compensation or State Disability Insurance and on medical leave receives continued group insurance coverage.
RETIREMENT	Employees are covered under the provisions of the California Public Employees Retirement System (CalPERS). The retirement formula for Classic Member is 2% at 55 and the employee contribution is 7% of salary. Employees hired after 01/01/2013 will be subject to the Public Employees' Pension Reform Act of 2013 (PEPRA). The retirement formula for PEPRA Member is 2% at 62 and the employee contribution is 6.75%. Payroll deductions are taken biweekly (26 pay periods). www.calpers.ca.gov

**BAY AREA AIR DISTRICT
2025 MANAGEMENT EMPLOYEE BENEFITS**

MONEY PURCHASE PENSION PLAN	The Air District contributes \$245.56 per month for each eligible employee. Effective July 1, 2025, the Air District contributes \$252.44 per month for each eligible employee. Adjustment in subsequent years to match increase in the cost of living. MissionSquare Retirement (formerly known as ICMA-RC) www.missionsq.org
DEFERRED COMPENSATION	The Air District provides a 457 deferred compensation plan through MissionSquare Retirement (formerly known as ICMA-RC). Participation is optional. The maximum employee contribution is \$23,500 for 2025 with an additional \$7,500 catch-up for employees who are 50 years old or older. Employees can make pre-tax and/or Roth after-tax contributions. Payroll deductions are taken twice a month (24 pay periods). www.missionsq.org
PAID LEAVE (ANNUAL, SICK, FLOATING HOLIDAY, MANAGEMENT LEAVE)	<p>Annual Leave - Accrue based on number of years of service starting at 3.69 hours to a maximum of 9.23 hours per pay period. Annual accruals will cease when the annual leave balance exceeds 460 hours and will resume when the balance falls below 460 hours. Annual leave cash-out policy for any unused annual leave in excess of 160 hours per year up to a maximum of 40 hours per calendar year.</p> <p>Sick Leave - Accrue at 3.69 hours per pay period. There is no limitation on sick leave accumulation.</p> <p>Floating Holiday - Accrue 72 hours of leave per fiscal year. Employees hired after July 1 of the current fiscal year will receive a prorated portion based on the remaining months for that fiscal year.</p> <p>Management Leave - (in lieu of overtime) Effective 7/1/13, 80 hours per fiscal year; any unused portion may be cashed out. Deputy Air Pollution Control Officer, Assistant Deputy Executive Officer, and Deputy Executive Officer only - Effective 7/1/12, in addition to above, 40 hours of management leave per fiscal year; any unused portion may be cashed out.</p>
HOLIDAYS	The Air District has 14 paid holidays.
EMPLOYEE ASSISTANCE PROGRAM	The Air District provides an employee assistance program for the employee and the members of their household. This is an Air District paid program. https://member.magellanhealthcare.com/
EDUCATIONAL REIMBURSEMENT	The Air District reimburses up to a maximum of \$2,000 per fiscal year for job related educational pursuits and up to a maximum of \$1,500 per fiscal year for skills enhancement pursuits. The Air District offers student loan repayment assistance in amounts up to \$1,000 per year, per employee. The program is administered on a first-come, first-served basis.
TRANSIT / CARPOOL SUBSIDY	Employees are eligible for a transit or carpool subsidy of up to \$325 per month. Parking associated with a mass transit agency is eligible for the remaining transit subsidy and/or to be paid with pre-tax salary dollars up to the maximum monthly IRS transit subsidy and/or parking subsidy equivalent. In lieu of other transit subsidy, Air District employees who live more than 1.0 miles from their work location and walk or bicycle to work are eligible for up to \$3 per day (\$1.50 per one-way trip). This is an Air District paid benefit.
TRANSIT ALLOWANCE (Executive, Directors, and Officers only)	The Air District provides a \$500 per month transit allowance in lieu of the Air District transit/carpool subsidy program noted above. (Board appointed positions are excluded)
DEPENDENT CARE ASSISTANCE PLAN	The Air District provides a dependent care assistance program which allows the employee to set aside pre-tax salary dollars to pay for eligible expenses for dependent care. Plan year maximum is \$5,000 per household. Participation is optional. Payroll deductions are taken twice a month (24 pay periods). www.padmin.com
MEDICAL CARE REIMBURSEMENT ACCOUNT	The Air District provides a medical care reimbursement program which allows the employee to set aside pre-tax salary dollars to pay for eligible expenses for medical care. Plan year maximum is \$3,300. Participation is optional. Payroll deductions are taken twice a month (24 pay periods). www.padmin.com

For complete details regarding these benefits, please refer to the Administrative Code and plan documents.



STAFF REPORT

Proposed Amendments to Bay Area Air District Regulation 3: Fees

May 2025

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EXECUTIVE SUMMARY

Bay Area Air District (Air District) staff has proposed amendments to Regulation 3: Fees (Regulation 3) that would increase revenue for effectively implementing and enforcing regulatory programs for stationary sources of air pollution and clarify regulatory language.

The 2025 Cost Recovery Report shows that the recent 3-year average fee revenue (fiscal year ending (FYE) 2022 to FYE 2024¹) stood at 88.8% of program activity costs. Individual fee schedules have a wide range of cost recovery, as low as 9.2% in FYE 2024 or 13.5% average from FYE 2022 to 2024. Cost recovery fee percentages are impacted by changes to several factors, including but not limited to, new and enhanced programs/rules, staffing levels, Air District priorities, facility emissions and facility permitting. Therefore, cost recovery is evaluated annually and aligned with the proposed budget for the next fiscal year based on revenue and costs that have already occurred in the previous 3 years.

Typical work that is supported by Regulation 3 includes, but is not limited to:

- Permitting and notification programs;
- Compliance and Enforcement of permitted and registered facilities;
- Compliance assistance to permitted and registered facilities;
- Source Testing at permitted facilities;
- Rule development for regulated industries;
- Emissions inventory from permitted and registered facilities; and
- Other (e.g., Implementation of Regulation 11, Rule 18: Reduction of Risk from Toxic Air Emissions at Existing Facilities).

Typical work that is not supported by Regulation 3 includes, but is not limited to:

- Ambient Air Monitoring
- Climate change work for non-permitted sources
- Media relations
- Mobile sources
- Planning
- Rule development for non-permitted sources
- Strategic Incentives – “Grants” (e.g., wood-burning device replacement, Carl Moyer Program, vehicle buy-back)

The overall cost recovery percentage does not consider work backlog, the staff time needed for the Air District to meet its regulatory obligations and any reduced level of service. In other words, the driving factor on the cost side only accounts for time spent on fee-recoverable work with the existing resources regardless of the timeliness and the quality of the work. A fully-recovered fee schedule does not translate to an effectively operating program. It does not account for revenue and resources needed to operate fee-based programs effectively.

¹ The Air District's fiscal year is from July 1 through June 30.

Examples of work backlog include, but are not limited to:

- Delays in issuing permits, registrations, and notifications, reviewing source test reports, completing rule studies and rule development, implementing regulatory requirements, and evaluating facility-wide health risk assessments;
- Longer inspection frequencies (delayed compliance verifications);
- Limited time for quality control of data and emissions inventories; and
- Increased response times to air quality complaints, inquiries, requests for information, and general assistance.

To close the existing cost recovery gap, the Air District’s strategy as directed by the Board of Directors (Board) implements the following methodology based on a fee schedule’s 3-year cost recovery percentage:

- 110% or above = 0% increase
- 95% but less than 110% = CPI-W² increase
- Less than 100% = 15% increase

The CPI-W for 2024 is 2.8%. The proposal increases administrative fees in Section 300 by CPI-W with a few exceptions where no increase is recommended.

The Air District has over 10,000 facilities with more than 26,000 devices and operations with an active Permit to Operate and/or Registration. If the above proposed amendments are approved, the impact of the changes to a facility’s permit renewal fees are approximately the following:

Table 1: Estimated Impact of the FYE 2026 Fee Changes on Permit Renewal Fees:

Facility type	Percent impact
Registered only	No change
Gas dispensing facility ¹	2.7
Emergency generator (minimum fee)	10.7
Coffee Roaster	11.7
Auto body coating operation	12.1
Petroleum refinery ²	-1.6 to 13.7

¹ Based on a common configuration of 6 islands with 3 triple product nozzles

² Based on the same permitting & operating scenario as the previous year and known changes

The proposed fee amendments are estimated to increase overall Air District fee revenue in FYE 2026 by approximately \$4.3 million relative to fee revenue that would be expected without the amendments for the same permitted facility inventory.

² The annual Consumer Price Index for Bay Area Urban Wage Earners and Clerical Workers (CPI-W) increase.

The proposal also includes administrative cleanup, clarifying language and the following significant changes:

- (1) Clarify that the gross annual income limit in the definition of a Small Business (Section 209) refers to gross receipts, as opposed to gross profit.
- (2) Increase the gross annual receipts limit in the definition of a Small Business (Section 209) from \$750,000 to \$1,500,000.
- (3) Delete language in Section 320 to be consistent with the applicability language of Schedule N.
- (4) Revised the fee for renewing an authority to construct (Section 330) from \$103 to \$100 to simplify the fee and because it had been unintentionally increased in previous amendments from \$100.
- (5) Corrected an outdated reference in Schedule B.5 from the “State Department of Health” to “OEHHA.”
- (6) Increase base Risk Assessment Fee in Schedule C by 2.8%.
- (7) Increase base Risk Assessment Fee in Schedule D for existing GDFs by 15%.

The Board of Directors (Board) received testimony on May 7, 2025 regarding the proposed amendments to Regulation 3: Fees. Air District staff recommend that the Board consider adoption of the proposed amendments to Regulation 3: Fees with the following effective dates:

Table 2: Public Hearings to Consider Adoption and Effective Dates if adopted

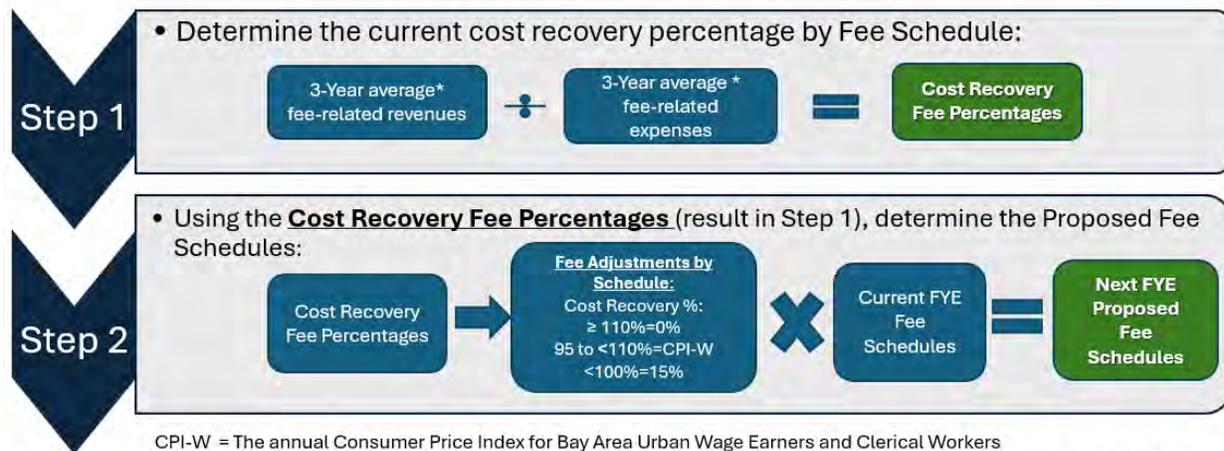
Fee and Fee Schedules	Hearing Date	Effective Date	Note
Section 300 “Standards,” and Schedules A, B, D, E, F, G-1 through G-5, H, K, P, and W	June 4, 2025	July 1, 2025	
S and V	July 2, 2025	Upon adoption	California Health and Safety Code Section 41512.5 requires that, for these fees, a public hearing be held at least 30 days prior to the adoption hearing. The public hearing was held on May 7, 2025, and therefore these fees cannot be adopted until after June 6, 2025. The next available Board meeting is scheduled for July 2, 2025.

BACKGROUND

State law authorizes the Air District to assess fees to generate revenue to recover the reasonable costs of regulatory program activities for stationary sources of air pollution. The largest portion of collected fees is under provisions that allow the Air District to impose permit fees sufficient to recover the costs of program activities related to permitted sources. The Air District is also authorized to assess fees for: (1) area-wide or indirect sources of emissions which are regulated, but for which permits are not issued by the Air District, (2) sources subject to the requirements of the State Air Toxics Hot Spots Program (Assembly Bill 2588), and (3) activities related to the Air District’s Hearing Board involving variances or appeals from Air District decisions on the issuance of permits. The Air District has established—and regularly updates— Regulation 3 under these authorities.

For existing fees, the amendments are proposed to increase overall recovery of regulatory program activity costs without increasing any individual fee in excess of 15%. The amendments follow the strategy as directed by the Board of analyzing the cost recovery fee percentage of individual fee schedules, averaging the cost recovery over the previous 3 years, and applying a recommended fee action. Figure 1 illustrates the methodology used to determine cost recovery rates and how those rates are applied to existing fees to determine any proposed revision to those rates.

Figure 1: High-Level Illustration of Cost Recovery Analysis Steps



CPI-W = The annual Consumer Price Index for Bay Area Urban Wage Earners and Clerical Workers

*3-Year Average is based on actual fee-related revenues collected and expenses incurred for the previous fiscal years.

The Air District continues to implement several cost containment and efficiency-based strategies. Some of these strategies include timekeeping improvements to bill codes, periodic review of time accounting, greater web-based capabilities, annual updates to cost recovery, improved public education, submittal of online permit applications, and transitioning to the new cloud-based data system, the Permitting and Compliance System (PCS) (previously known as “New Production System” or “NPS”).

All permitting activity was moved to PCS in October 2023. The major Compliance and Enforcement programs were moved to PCS in early 2024. Not having to maintain legacy systems and focusing on one data platform will ultimately improve the development of

functionality beyond the minimum viable product. As the public-facing functionality is released and improved, staff can consider fee discounts to encourage online usage.

COST RECOVERY

The Air District analyzed whether fees result in the collection of a sufficient and appropriate amount of revenue in comparison to the costs of related program activities. In 1999, a comprehensive review of the Air District's fee structure and revenue was completed by the firm KPMG Peat Marwick LLP³. 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, reserve funds have been used to close this cost recovery gap.

For FYE 2000, the Board adopted an across-the-board fee increase of 15%, the maximum allowed by State law for permit fees, as a step toward more complete cost recovery. The Air District also implemented a detailed employee time accounting system to improve the ability to track costs by program activities moving forward. In each of the next five years, the Air District adjusted fees only to account for inflation except for FYE 2005, in which the Air District also approved further increases in Title V permit fees and a new permit renewal processing fee.

In 2004, the Air District funded an updated Cost Recovery Study. The accounting firm Stonefield Josephson, Inc. completed this study in March 2005⁴. The 2005 Study indicated that a significant cost recovery gap continued to exist. The 2005 Study also provided cost recovery results at the level of each individual fee schedule based on detailed time accounting data. Finally, the contractor provided a model that could be used by Air District staff to update the analysis of cost recovery on an annual basis using a consistent methodology.

For the five years following the completion of the 2005 Study (i.e., FYE 2006 through FYE 2010), the Air District adopted fee amendments that increased overall projected fee revenue by an average of 8.9% per year. To address fee equity issues, the various fees were not all increased in a uniform manner. Rather, individual fee schedules were amended based on the magnitude of the cost recovery gap for that schedule, where the schedules with the more significant cost recovery gaps receiving more significant fee increases. In FYE 2011, the Air District adopted an across-the-board 5% fee increase, except for the Title V fee schedule (Schedule P) which was increased by 10% (the Air District's 2010 Cost Recovery Study indicated that Fee Schedule P recovered only 46% of program activity costs).

In September 2010, the Air District contracted with the firm Matrix Consulting Group to complete an updated analysis of cost recovery that could be used in developing fee amendments for FYE 2012 and beyond. This study also included a review of the Air

³ *Bay Area Air Quality Management District Cost Recovery Study, Final Report: Phase One – Evaluation of Fee Revenues and Activity Costs*, KPMG Peat Marwick LLP, February 16, 1999

⁴ *Bay Area Air Quality Management District Cost Recovery Study, Final Report*, Stonefield Josephson, Inc., March 30, 2005

District's current cost containment strategies and provided recommendations to improve the management of the Air District's costs and the quality of services provided to stakeholders. The study was completed in March 2011⁵. The 2011 Study concluded that, for FYE 2010, overall fee revenue recovered 64% of related program activity costs. The study also provided cost recovery results at the level of each individual fee schedule based on detailed time accounting data and provided a methodology for Air District staff to update the analysis of cost recovery on an annual basis using a consistent methodology.

The results of the 2011 Study were used to establish fee amendments for FYE 2012 that were designed to increase overall fee revenue by 10% (relative to fee revenue that would result without the fee amendments). To address fee equity issues, the various fees were not all increased in a uniform manner. Rather, existing fee schedules were amended based on the magnitude of the cost recovery gap for that schedule, with the schedules with the more significant cost recovery gaps receiving more significant fee increases. Based on this approach, the fee rates in several fee schedules were not increased, while the fee rates in other fee schedules were increased by 10%, 12%, or 14%.

One of the recommendations made by Matrix Consulting Group in their 2011 Study was that the Air District should consider the adoption of a Cost Recovery Policy to guide future fee amendments. Air District staff initiated a process to develop such a 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 Board on March 7, 2012. This policy specified that the Air District should amend its fee regulation in a sufficient manner to increase overall recovery of regulatory program activity costs to a minimum of 85%. The policy also indicated 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.

The Matrix Consulting Group was retained by the Air District in September 2017 to provide a cost recovery and containment study for FYE 2017 as update to the study done in 2011. This assessment used multiple analytical tools to evaluate the Air District's process for allocation of indirect costs, validate current cost recovery levels, and determine progress from their 2011 recommendations for cost recovery and savings. The primary purpose of this study was to evaluate the indirect overhead and the cost recovery associated with the fees charged. The project team reviewed the Air District's programs and confirmed their classification as direct or indirect, and reviewed time tracking data associated with each of the different fee schedules. The report also provided specific recommendations related to direct and indirect cost recovery, as well as potential cost efficiencies. The 2018 Study recommended the fee rate changes based on the past 3-year average of cost recovery calculated for each individual fee schedule.

The Matrix Consulting Group was retained by the Air District in July 2021 to provide a cost recovery and containment study to update the 2018 Study. This assessment used

⁵ *Cost Recovery and Containment Study, Bay Area Air Quality Management District, Final Report, Matrix Consulting Group, March 9, 2011*

multiple analytical tools to evaluate the Air District’s process for allocation of indirect costs, validate current cost recovery levels, and determine progress from their 2018 recommendations for cost recovery and savings. The primary purpose of this study was to review and verify current cost recovery calculation methodology, determine options for achieving 100% cost recovery, ensure compliance with all legal requirements (Proposition 26, Proposition 218, and the California Health and Safety Code), and continue best management practices by having an outside auditor reassess the fee calculations approximately every five years. This rule proposal follows one of the scenarios in the current Cost Recovery and Containment Study to reach 100% cost recovery.

The project team interviewed internal and external stakeholders, reviewed the Air District’s programs and confirmed their cost classification as direct or indirect, and reviewed time tracking data associated with each of the different fee schedules. The final report was released in April 2022 and provided specific recommendations related to direct and indirect cost recovery, as well as potential cost efficiencies.

In December 2022, the Board updated the Cost Recovery and Containment policy. One key change was to increase the overall cost recovery target from 85% to 100% for fee-based work.

Based on recommendations from studies and the direction to staff, the strategies summarized in Table 3 have been implemented since the FYE 2018 amendments to the fee regulation:

Table 3: Summary of Cost Recovery Strategies from FYE 2018 Through Present, by Fee Schedule Cost Recovery Percentage Rate

Revenue from Fee Schedule	FYE 2018	FYE 2019 & 2020	FYE 2021 (Covid)	FYE 2022	FYE 2023	FYE 2024 & 2025	FYE 2026
110% or more of costs	-	-	-	-	-	-	
100 to <110% of costs	-	-	-	CPI-W	+15%	CPI-W	CPI-W
95 to < 100% of costs	CPI-W	CPI-W	-	CPI-W	+15%	+15%	CPI-W
85 to < 95% of costs	+7%	+7%	-	+7%	+15%	+15%	+15%
75 to < 85% of costs	+8%	+8%	-	+8%	+15%	+15%	+15%
50 to < 75% of costs	+9%	+9%	-	+9%	+15%	+15%	+15%
Less than 50% of costs	+9%	+15%	-	+15%	+15%	+15%	+15%

The 2025 Cost Recovery Report updates the cost recovery analysis for FYE 2024. The study indicates that the overall cost recovery rate for FYE 2024 was 87.7% and a 3-year average of 88.8%. Since Schedule I currently has no applicability to existing facilities, the

schedules with the lowest cost recovery fee percentages during FYE 2024 are Schedules S (9.2%), K (14.2%) and A (15.6%).

Cost recovery fee percentages are impacted by several factors which is why it is not a static target. For costs funded by fee revenue, new and enhanced programs, staffing levels, and priorities impact cost recovery. Allocation of Air District full-time equivalent (FTE) positions to fee-based activities impacts cost recovery of individual schedules. New staff hired to work on existing fee-based programs will impact cost recovery as they charge time to applicable work. Time charged to specific fee schedules will increase costs, which decreases cost recovery for the fee schedule and the overall cost recovery. Reallocating existing resources to different fee-based programs tied to a specific fee or fee schedule may noticeably change individual schedule recovery rates but does not impact overall fee-related cost recovery.

Fee revenue is impacted by facility shutdowns, permit applications, notifications, and source emission levels. Facilities that do not renew their permits and facilities that operate new equipment without an Authority to Construct impact not only fee revenue, but their compliance status.

PROPOSED FEE AMENDMENTS FOR FYE 2025

OVERVIEW OF PROPOSED AMENDMENTS

The Air District is proposing increases to fees and fee schedules based on their cost recovery status. In addition, the proposal includes updating definitions, realigning Risk Assessment fees, clarifying language, and administrative clean-up.

SMALL BUSINESS DEFINITION UPDATE

On December 18, 2024, Air District staff presented to the Finance and Administration Committee its proposed cost recovery strategy for amendments to Regulation 3. In its presentation, staff also identified that, among other items, the Air District may find it appropriate to revise Regulation 3 to broaden the existing definition of a “small business.” Regulation 3-209 currently states:

“3-209 ***Small Business:*** *A business with no more than 10 employees and a gross annual income of no more than \$750,000 that is not an affiliate of a non-small business.”*

Businesses that meet the Regulation 3-209 definition are entitled to relief of various permit-application-related fees and hearing board fees. An expansion of the eligibility criteria by raising either the maximum number of employees limit and/or the gross annual income limit would make more businesses eligible to participate in the fee-reduction program.

Per direction from the Finance and Administration Committee, staff evaluated the existing Regulation 3-209 definition for appropriateness by comparing the definition with those of

similar agencies/laws where available⁶, and by reviewing the revision history of Regulation 3. This review identified that there are few comparable discount programs and that, for those that do exist, the existing eligibility criteria are generally in line with the current Regulation 3-209 definition.

The Air District does not currently maintain data on business within its jurisdiction relating to either the number of employees or to annual gross income. Therefore, the Air District cannot reliably predict how changes to the Regulation 3-209 eligibility criteria would impact the number of businesses that are entitled to the corresponding fee relief. However, the Air District does track when businesses self-identify as small businesses at the time permit applications are submitted. The Air District can also evaluate the resulting reduction in collected fees due to small business applicants.

The Board asked that the small business definition be reviewed since it was last amended in 2010. Staff concluded that the current definition is narrow in scope such that only a small number of applicants based on the low percentage of applications claiming the discount for applicable permit applications (36 out of 855 permit applications in 2024). To increase the eligibility for fee reduction, the staff proposes that the definition be based on gross annual receipts with an increased limit from \$750,000 to \$1,500,000. Basing the definition on gross receipts is clearer and straightforward. Staff consider that an increase in this value to \$1,500,000 will both inflation-adjust the value and also expand the pool of eligible business, as intended. Additionally, staff intends to monitor the number of applicants that enroll in the program so that the impact of raising the gross annual income limit may be evaluated.

FEE SCEHDULE INCREASES

Fee schedules with a cost recovery fee percentage greater than or equal to 100% but below 110% are recommended for a CPI-W increase and are listed in Table 4. Schedule I is included in this group because there are no current active facilities using this fee schedule since perchloroethylene was banned. There is a possibility that a large dry cleaner using a solvent-based non-perchloroethylene cleaner could require a permit, which is the reason the schedule is not being deleted. Schedule M is included as an administrative fee increase.

Table 4: Fee Schedules Proposed for a 2.8% Increase

Schedule	Description
Schedule B	Combustion of Fuel
Schedule D	Gasoline Transfer at GDF, Bulk Plants and Terminals
Schedule I	Dry Cleaners (not registered machines)
Schedule M	Major Stationary Source Fees

⁶ South Coast Air Quality Management District, San Joaquin Valley Air Pollution Control District, San Diego County Air Pollution Control District, Sacramento Metro Air Quality Management District, U.S. Environmental Protection Agency, California Air Resources Board, California Health and Safety Code, California Government Code, and U.S. Small Business Association

Fee schedules with a cost recovery fee percentage below 100% are recommended for a 15% increase. These fees are listed in Table 5.

Table 5: Fee Schedules Proposed for a 15% Increase

Schedule	Description
Schedule A	Hearing Board Fees
Schedule E	Solvent Evaporating Sources
Schedule F	Misc. Sources (e.g., storage silos, abrasive blasting)
Schedule G-1	Misc. Sources (e.g., glass manufacturing, soil remediation)
Schedule G-2	Misc. Sources (e.g., asphaltic concrete, furnaces)
Schedule G-3	Misc. Sources (e.g., metal melting, cracking units)
Schedule G-4	Misc. Sources (e.g., cement kilns, sulfur removal & coking units)
Schedule G-5	Misc. 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: Marsh Management fees only
Schedule W	Refining Emissions Tracking Fees

The complete text of the proposed changes to Air District Regulation 3, has been prepared in strikethrough (deletion of existing text) and underline (new text) format, and is included in Appendices B and C. Appendix B is the proposed rule for adoption consideration at the June 4, 2025 Board meeting. Appendix C is the proposed rule for adoption consideration at the July 2, 2025 Board meeting. Proposed fee increases have been rounded to the nearest whole dollar.

PROPOSED RULE AMENDMENTS IN SECTION 300

CPI-W Increase

The following sections of Regulation 3 are proposed to be increased by 2.8%:

- Section 302
 - New and Modified Source Filing Fees
 - Abatement Device Filing Fees
- Section 311 Emission Banking Fees
- Section 312 Regulation 2, Rule 9 Alternative Compliance Plan Fee
- Section 327
 - Permit to Operate Renewal Processing Fee
 - Assembly Bill 617 Community Health Impact Fee
 - Criteria Pollutant and Toxic Emissions Reporting Fee
 - Overburdened Community Renewal Fee
- Section 330 Fee for Renewing an Authority to Construct
- Section 337 Exemption Fee
- Section 341 Fee for Risk Reduction Plan

- Section 342 Fee for Facility-Wide Health Risk Assessment
- Section 343 Fees for Air Dispersion Modeling
- Section 345 Evaluation of Plans, Regulation 6
- Section 346 Request for a Petition, Regulation 8
- Section 347 Evaluation of Reports, Organic Waste Recovery Sites

Section 304: Alteration

Removed redundant language in the body text that was already present in section 304.1.

Section 320: Toxic Inventory Fees

Removed language that indicated that the Schedule N fees applied only if emissions of toxic air contaminants exceeded a minimum threshold level. This language has been removed to be consistent with the language contained in Schedule N.

OTHER FEE SCHEDULE CHANGES

The following are specific details and/or changes to fee schedules beyond the percent fee increase as shown in Tables 4 and 5.

Schedule B: Combustion of Fuel

The reference to the “State Department of Health Services” in Schedule B.5 was replaced with the correct reference to “OEHHA.”

Schedule C: Stationary Containers for the Storage of Organic Liquids

To align calculation for the Risk Assessment Fee (RAF) with the filing fee in Section 3-302, the base fee was changed in Schedule C.2.a.

Schedule D.A: Gasoline Transfer at Gasoline Dispensing Facilities

The RAF for existing GDFs is proposed for a nearly 15% increase in Schedule D.A.4.b. This will improve alignment of the RAF fee already being charged to new GDFs for the same work.

FEE REVENUE AND COSTS OF PROGRAM ACTIVITIES

The 2025 Cost Recovery Report concluded that, for FYE 2022 to FYE 2024 average fee revenue recovered 88.8% of regulatory program activity costs, with revenue of \$59.3 million and costs of \$66.9 million. This resulted in a shortfall, or cost recovery gap, of \$7.5 million, which was filled by county tax revenue.

The proposed fee amendments for FYE 2026 are projected to increase overall Air District fee revenue by approximately \$4.3 million relative to fee revenue levels that would be expected without the amendments. Revenue in FYE 2026 is expected to remain below the Air District’s regulatory program costs for both permitted and non-permitted sources.

As needed, the Air District implements cost containment strategies which may include reducing capital expenditures and delaying the hiring of staff. The latter may improve the cost recovery rate but ignores the work backlog. Some of the efficiency-based and cost management strategies that have been implemented include: timekeeping improvements such as auditing, review of and updates to the cost recovery evaluation, improved public education, staff training, improved accessibility of information, and expansion of online services. Implementing these strategies has resulted in improved efficiency as well as the ability to provide a higher service level. In October 2023, all permitting activity was fully transitioned into PCS. In the first quarter of 2024, many Compliance and Enforcement functionalities were transitioned to PCS, allowing the Air District to depreciate legacy infrastructure.

Through the online portal, tools will increase efficiency and accuracy by allowing customers to submit any permit application and notifications, report data for the emissions inventory, pay invoices and have access to permit documents.

Approximately, 11,000 to 12,000 payments are handled for permit programs that takes about 1.6 FTE to process manual payments, refunds and reconciliation. Increasing online payment acceptance will reduce resources needed to follow-up with expired permits, reconcile over/under payments and issue renewed permit documents in a timely manner. In February 2024, the \$1 service fee for eCheck payments was removed for the customer to encourage more online payments.

The Air District continues to be fiscally prudent by maintaining its reserves. Reserves address future capital equipment and facility needs, uncertainties in State funding and external factors affecting the economy that could impact the Air District's ability to balance its budgets.

STATUTORY AUTHORITY FOR PROPOSED FEE INCREASES

The Air District is a regional regulatory agency, and its fees are used to recover the costs of issuing permits, performing inspections, and other associated regulatory activities. The Air District's fees fall into the category specified in Section 1(e) of Article XIII C of the California Constitution that specifies that charges of this type assessed to regulated entities to recover regulatory program activity costs are not taxes. The amount of fee revenue collected by the Air District has been clearly shown to be much less than the costs of the Air District's regulatory program activities both for permitted and non-permitted sources.

The Air District's fee regulation, with its various fee schedules, is used to allocate regulatory program 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. Permit fees are based on the type and size of the source being regulated, with minimum and maximum fees being set in recognition of the practical limits to regulatory costs that exist based on source size. Add-on fees are used to allocate costs of specific regulatory requirements that apply to some sources but not others (e.g., health risk screening fees, public notification fees, alternative compliance plan fees). Emissions-based fees are

used to allocate costs of regulatory activities that are not reasonably correlated to specific fee payers.

Since 2006, the Air District has used annual analyses of cost recovery performed at the fee-schedule level, which is based on data collected from a labor tracking system, to adjust fees. These adjustments are needed as the Air District's regulatory program activities change over time based on changes in statutes, rules and regulations, enforcement priorities, and other factors.

State law authorizes air districts to adopt fee schedules to cover the costs of various air pollution programs. California Health and Safety Code (H&S Code) section 42311(a) provides authority for an air district to collect permit fees to cover the costs of air district programs related to permitted stationary sources. H&S Code section 42311(f) further authorizes the Air District to assess additional permit fees to cover the costs of programs related to toxic air contaminants. H&S Code section 41512.7(b) provides that the Air District shall not "increase any existing fees for authority-to-construct permits or permits to operate by more than 15% in any calendar year."

H&S Code section 44380(a) authorizes air districts to adopt a fee schedule that recovers the costs to the air district and State agencies of the Air Toxics Hot Spots Program (AB 2588). The section provides the authority for the Air District to collect toxic inventory fees under Schedule N.

H&S Code section 42311(h) authorizes air districts to adopt a schedule of fees to cover the reasonable costs of the Hearing Board incurred as a result of appeals from air district decisions on the issuance of permits. Section 42364(a) provides similar authority to collect fees for the filing of applications for variances or to revoke or modify variances. These sections provide the authority for the Air District to collect Hearing Board fees under Schedule A.

H&S Code section 42311(g) authorizes air districts to adopt a schedule of fees to be assessed on area-wide or indirect sources of emissions, which are regulated but for which permits are not issued by the air district, to recover the costs of air district programs related to these sources. This section provides the authority for the Air District to collect asbestos fees (including fees for Naturally Occurring Asbestos operations), soil excavation reporting fees, registration fees for various types of regulated equipment, for Indirect Source Review, and fees for open burning.

The proposed fee amendments are in accordance with all applicable authorities. The Air District fees subject to this rulemaking are in amounts no more than necessary to cover the reasonable costs of the Air District's regulatory activities, and the manner in which the Air District fees allocate those costs to a payer bear a fair and reasonable relationship to the payer's burdens on the Air District regulatory activities and benefits received from those activities. Permit fee revenue (after adoption of the proposed amendments) would still be well below the Air District's regulatory program activity costs associated with permitted sources. Similarly, fee revenue for non-permitted area wide sources would be below the Air District's costs of regulatory programs related to these sources. Hearing

Board fee revenue would be below the Air District's costs associated with Hearing Board activities related to variances and permit appeals. Fee increases would comply with H&S Code section 41512.7(b) strict requirement that the Air District shall not "increase any existing fees for authority-to-construct permits or permits to operate by more than 15% in any calendar year."

ASSOCIATED IMPACTS AND OTHER RULE DEVELOPMENT REQUIREMENTS

EMISSIONS IMPACTS

There will be no direct change in air emissions because of the proposed amendments.

ECONOMIC IMPACTS

The Air District must, in some cases, consider the socioeconomic impacts and incremental costs of proposed rules or amendments. Section 40728.5(a) of the California H&S Code requires that socioeconomic impacts be analyzed whenever an air district proposes the adoption, amendment, or repeal of a rule or regulation that will significantly affect air quality or emissions limitations. The proposed fee amendments will not significantly affect air quality or emissions limitations, and so a socioeconomic impact analysis is not required.

Section 40920.6 of the H&S Code specifies that an air district is required to perform an incremental cost analysis for a proposed rule, if the purpose of the rule is to meet the requirement for best available retrofit control technology or for a "feasible measure." The proposed fee amendments are not best available retrofit control technology requirements, nor are they a "feasible measure" required under the California Clean Air Act; therefore, an incremental cost analysis is not required.

Because cost recovery strategies only look at work already completed, work backlog—which has grown over the last several years—is not considered. Underfunding and understaffing FTEs in fee-based programs impacts the regulated community, the public and the economy that relies on the Air District to perform work on a timely basis.

The financial impact of the proposed fee amendments on small businesses depends on the applicable fee schedule of the primary device/operation and whether the facility is located in an Overburdened Community (OBC).

For the limited purpose of analyzing financial impact, a business is considered a "small business" based strictly on the type of equipment that it uses (i.e., the Regulation 3 definition is not utilized here). Table 6 shows a few examples of small businesses with one device/operation type. The Air District has over 10,000 active permitted and registered facilities with varying configurations, so it is difficult to show the impact for all situations. About 83% of facilities with a Permit to Operate have two or less permitted sources. There are 518 active registered-only facilities (5.1%). It is common for a facility to have a mixture of operations and device types that are charged different fee schedules.

Most fee schedules are assessed based on the size or capacity of the source, the size of the facility, and the amount of air emissions for large emitters. Renewal fees in Section 327 are charged based on either the number of permitted sources at a facility or as a percentage of their overall renewal fees. Facilities with only registered sources will have no increase in FYE 2026. There have been no adopted changes to registered source fees in Schedule R since June 6, 2018. Whereas an auto body shop's primary operation is the painting operation under Schedule E with a proposed 15% increase.

Table 6. Examples of Estimated Impact at Typical Small Businesses on Permit Renewal Fees

Facility Type	Fee Schedule	Current fee: Not OBC	Current fee: OBC	Proposed fee: Not OBC	Proposed fee: OBC
Back-up Generator ^{1,2}	B	\$547	\$626	\$563 +2.8%	\$644 +2.8%
Gas Station ³	D.A	\$2,781	\$3,180	\$2,859 +2.7%	\$3,270 +2.7%
Coating or Graphic Arts Operation (e.g., Auto Body) ^{1,2}	E	\$1,212	\$1,386	\$1,378 +12.1%	\$1,576 +12.1%
Coffee Roaster ¹	F	\$950	\$1,087	\$1,076 +11.7%	\$1,231 +11.7%
Dry Cleaner ¹	R	\$259	\$259	\$259 0%	\$259 0%

1. Assuming facility has only one source.
2. Assuming source qualifies for minimum fee.
3. Assuming a configuration of 6 islands with 3triple-product nozzles.

Some application fees are discounted for small and green businesses as defined in the rule. Over the years, considerations for waiving renewal late fees for small businesses during the Covid-19 pandemic and discounts for attending industry compliance school have been implemented.

For larger facilities, such as refineries and power plants, increases in annual permit renewal fees would cover a considerable range due to differences in the facility's size, mix of emission sources, pollutant emission rates and applicable fee schedules.

As shown in Table 7, the FYE 2026 projected annual permit fee increase for the five Bay Area refineries would range from approximately 7.9% and 9.1%. The estimated FYE 2025 increase in annual permit fees for power generating facilities shown in Table 5 would range from 7.6% and 9.4%.

Tables 4 and 5 also include current Permit to Operate fees paid and historical annual fee increases. The tables also show that the actual and predicted fee impact is difficult to determine with certainty. For large facilities, annual operational swings and changes to permitted sources may have a significant impact on a facility's permit renewal fees.

Table 7. Comparison of Petroleum Refinery Annual Permit Fee Increase/Decrease

Facility	2024 % Fee change		2024 Renewal Fee	2025 % Fee Change		2025 Renewal Fee	2026 <i>Projected</i> % Fee Change
	Predicted	Actual		Predicted	Actual		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

ENVIRONMENTAL IMPACTS

Section 40727.2 of the H&S Code imposes requirements on the adoption, amendment, or repeal of air district regulations. It requires an air district to identify existing federal and air district air pollution control requirements for the equipment or source type affected by the proposed change in air district rules. The air district must then note any differences between these existing requirements and the requirements imposed by the proposed change. This fee proposal does not impose a new standard, make an existing standard more stringent, or impose new or more stringent administrative requirements. Therefore, section 40727.2 of the H&S Code does not apply.

STATUTORY FINDINGS

Pursuant to H&S Code section 40727, in order to enact regulatory amendments the Board of Directors must make findings of necessity, authority, clarity, consistency, non-duplication, and reference. The proposed amendments to Regulation 3:

- Are necessary to fund the Air District’s efforts to attain and maintain federal and state air quality standards, and to reduce public exposure to toxic air contaminants;
- Are authorized by H&S Code sections 40702, 42311, 41512.7, 42364, and 44380;
- Are clear, in that the amendments are written so that the meaning can be understood by the affected parties;
- Are consistent with other Air District rules, and not in conflict with any state or federal law;
- Are not duplicative of other statutes, rules or regulations; and
- Reference H&S Code sections 40702, 42311, 41512.7, 42364, and 44380.

RULE DEVELOPMENT PROCESS

The regulation 3 rule development process runs in parallel with the proposed budget for the next fiscal year. California Health and Safety Code Section 41512.5 requires a district

board, prior to adopting or revising fees applicable to emission sources that are not permitted, to hold a public hearing at least 30 days prior to the meeting of the district board at which the amendments are adopted or revised. This provision applies to Schedule L: Asbestos Operations, Schedule R: Equipment Registration Fees, Schedule S: Naturally Occurring Asbestos Operations, and Schedule V: Open Burning. There are no proposed changes to Schedules L and R. The following are the key dates and activities in the rule development process:

Budget & Fee Regulation Schedule	Date
Finance and Administration Committee briefing – Cost Recovery Strategy	December 18, 2024
Public Workshop for Regulation 3 amendments	February 14, 2025
Written Workshop comments 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 Regulation 3 amendments to receive testimony	May 7, 2025
Written Public Hearing comments on Regulation 3 due	May 16, 2025
Public Hearing on budget and Regulation 3 to consider adoption (excluding changes to Schedules S and V)	June 4, 2025
Budget and fee amendments (excluding changes to Schedules S and V) effective, if adopted	July 1, 2025
Public Hearing to consider adoption of remaining fee amendments (Schedules S and V), and effective date, if adopted	July 2, 2025

Public meetings were presented in-person at the Air District headquarters. They were conducted as hybrid meetings with participation both in-person and via Zoom.

At the December 18 Finance and Administration Committee meeting, staff provided the members with the rule development plan and an opportunity to make changes to the cost recovery strategy. The committee decided to continue with the same cost recovery strategy employed the previous year.

The Air District distributed the notice for a public workshop to all active owners of Air-District-permitted and registered facilities, asbestos contractors, naturally occurring asbestos contacts, open burning contacts, fire agencies, and other potentially interested stakeholders and posted the notice on the Air District website. At the February 14 workshop, staff presented the initial concepts for the draft Regulation 3 amendments. There were nineteen (19) stakeholders that attended the public workshop held as a Zoom webinar. On February 20, the Air District posted its initial draft rule proposal. Additional documents were posted to the Regulation 3 Rule Development webpage as they became available, such as the 2025 Cost Recovery Report. The legal notice for the second and third public hearings (June 4 and July 2, 2025) was published on or about May 1, 2025.

PUBLIC COMMENTS

All written comments along with Air District responses from the public workshop until the

end of the public comment period of May 16, 2025 are documented in Appendix A.

CONCLUSIONS

Air District staff has determined that the proposed fee amendments meet the findings of necessity, authority, clarity, consistency, non-duplication and reference specified in H&S Code section 40727, and recommends that the Board of Directors make findings to this effect. Specifically, the proposed amendments:

- Are necessary to fund the Air District's efforts to attain and maintain federal and state air quality standards, and to reduce public exposure to toxic air contaminants;
- Are authorized by H&S Code sections 40702, 42311, 41512.7, 42364, and 44380;
- Are clear, in that the amendments are written so that the meaning can be understood by the affected parties;
- Are consistent with other Air District rules, and not in conflict with any state or federal law;
- Are not duplicative of other statutes, rules or regulations; and
- Reference H&S Code sections 40702, 42311, 41512.7, 42364, and 44380.

The proposed fee amendments will be used by the Air District to recover the costs of issuing permits and notifications, ensuring and verifying compliance, verifying emissions, and other associated regulatory activities. The Air District fees subject to this rulemaking are in amounts no more than necessary to cover the reasonable costs of the Air District's regulatory activities, and the manner in which the Air District fees allocate those costs to a payer bear a fair and reasonable relationship to the payer's burdens on the Air District regulatory activities and benefits received from those activities. After adoption of the proposed amendments, permit fee revenue would still be below the Air District's regulatory program activity costs associated with permitted sources. Similarly, fee revenue for non-permitted sources would be below the Air District's costs of regulatory programs related to these sources. Fee increases for authorities to construct and permits to operate would not exceed 15% per year as required under H&S Code section 41512.7.

ACKNOWLEDGEMENTS

Key staff members who also contributed to this rule amendment proposal were:

- Jody Mackenzie, Manager – Finance Office
- David Joe, Manager – Rules & Strategic Policy
- The Web Team

APPENDIX A: COMMENTS AND RESPONSES

Commenter 1

- Received: February 14, 2025 (During Public Workshop)
- Received: March 15, 2025 (In Writing)
- Bob Brown – Western States Petroleum Association (WSPA)

Comment 1: *WSPA represents a large portion of the fee-paying community and has previously commented on a desire for the Air District to more clearly identify specific effort when billing time (e.g., indicating the project, source, application, etc.).*

Air District Response to Comment 1: The Air District's current labor code timekeeping system allocates staff time based on the work done in the specific fee schedules, which are distinguishable from each other based on the categories of equipment regulated, or by the specific regulated program. The existing timecoding methods ensure that we correctly designate work under the specific fees that we charge for our programs, in accordance with law. Further timekeeping details would not change our fee setting methodology, and it is unclear what the added value would be to our permitted facilities.

Comment 2: *Expressed a desire to further review cost containment opportunities.*

Air District Response to Comment 2: The Air District continuously reviews and implements cost containment and efficiency improvement opportunities in its programs. Some solutions are longer-term and will take time before the benefits are realized.

About every five to seven years, the Air District hires a consultant to review and update the cost recovery and containment study. During the 2021 study, the consultant interviewed all divisions in fee-supported programs and several stakeholders to examine opportunities for containment and efficiency.

Comment 3: *Noted an expectation that as fee rates increase, the percentage of the Air District budget received from fees should also increase. Also noted that the Board may be interested in observing this trend.*

Air District Response to Comment 3: Noted

Comment 4: *Requested that the Air District host periodic workshops where staff present the status of budget expenditures along with details of how significant fees are working to improve the levels of service for that schedule.*

Air District Response to Comment 4: There is a considerable effort to generate the annual cost recovery reports. This effort begins in December using actual data from the first half of the fiscal year and predictive data for the balance of the fiscal year. The Air District believes the cost recovery reports provide the information (cost recovery for the prior fiscal year and average cost recovery for the prior three fiscal years) to make some

preliminary assumptions on the cost recovery for specific fee schedules for the next fiscal year.

Fee amendments from the cost recovery do not address the level of service. Level of service is typically addressed in new staffing (budget process), reallocation of existing resources, and program efficiencies. There are several positions in the proposed budget, some of which are slated to address the work backlog. Program efficiencies are being addressed in the action plan from the management audit.

Commenter 2

- Received February 14, 2025 (During Public Workshop)
- Josuha Binder – City of Pinole

Comment 1: *Questioned why many fees are increasing by 15% when the CPI-W rate is much lower at 2.8%.*

Air District Response to Comment 1: The cost recovery rate is evaluated at the fee schedule level, and therefore not all fees are proposed to be increased at the same rate. We only propose an increase of 15% for those fees that are under-recovered. Additionally, state law restricts fee increases for authority-to-construct permits or permits to operate to no more than 15% per year, which is why we limit the increase to 15% and why it may take multiple years for the fees to be increased to a rate where the costs are fully recovered for any specific fee schedule.

Comment 2: *Questioned why recovered fees represented 65% of the budget in 2011 and have now increased to 88% for 2024.*

Air District Response to Comment 2: The 65% value from 2011 does not represent the amount of the Air District budget that comes from collected fees, but rather represents the cost recovery rate of services performed for which fees can be collected pursuant to Regulation 3. In 2011, approximately 65% of the cost of these services were collected via fees within Regulation 3. Per Board direction, fee rates have increased so that the cost recovery rate approaches as close to 100% as possible. Most recently, that rate was approximately 88%.

Commenter 3

- Received February 14, 2025 (During Public Workshop)
- Matt Regan – Bay Area Council

Comment 1: *Asked if peer agencies operate on a similar cost recovery model?*

Air District Response to Comment 1: The fee structure for each air district does differ, and therefore it is not necessarily possible to directly compare the fee recovery model between agencies

Comment 2: *Expressed that the Air District is not transparent in the costs billed to its customers. Asked if the Air District is working to increase transparency by making it more clear what customers are paying for.*

Air District Response to Comment 2: The Air District notes that this is an area of concern and that customers would prefer to receive more specific cost information when billed. The Air District has not yet committed to restructuring its fee regulation or billing practices to provide an increased level of detail, but may consider doing so in the future.

Commenter 4

- Received: March 17, 2025 (In Writing)
- Supplemental comments: May 7, 2025 (During Board Meeting)
- Supplemental comments: May 16, 2025 (In Writing)
- Peter Okurowski – California Council for Environmental and Economic Balance (CCEEB)

Comment 1: *The commenter repeated their comment from the previous year, in that they believe that fee increases are premature until solutions are fully implemented and “recommends that the district not adopt the 15% maximum fee increases until the corrective action plan has been fully implemented to ensure that the fees paid to implement the permitting programs are equivalent to the level of service the district provides.”*

Air District Response to Comment 1: The proposed fee amendments for cost recovery are an effort to recover costs based on past revenue and expenses. Implementing the action plan from the management audit will be an ongoing continuous effort. Some recommendations will take time to implement, but efficiencies will be reflected in future cost recovery analyses. The fee increases are required to continue the mission of the air district, including the issuance of permits.

Comment 2: *The commenter noted that compounding fee increases exceeded the rate of inflation and that this negatively affects bay area industries and consumers. The commenter requested that the Air District evaluate the costs for several representative small, medium, and large businesses for review by the Finance and Administration Committee and the Air District Board of Directors.*

Air District Response to Comment 2: The Air District’s cost recovery analysis does consider previous years’ data when determining the cost recovery rate of its various programs. The Air District also confers with both the Finance and Administration Committee and the Board of Directors to establish an appropriate cost recovery strategy. Part of this process involves evaluating the impacts to businesses of varying sizes.

Comment 3: *The commenter indicates that permit processing times continue to be lengthy and that the proposed increase in fees is not correlated to an increase in*

customer service. The commenter requests more transparency in how fees are being used and the various means with which costs are being contained.

Air District Response to Comment 3: The cost recovery policy adopted by the Board targets a rate of 100%. The Air District notes that enhanced efficiency would increase the cost recovery percentage, but also notes that the analysis reflects on services and expenses that have occurred in the past. Improvements to permitting/services are being addressed in the proposed Air District budget as it relates to staffing, ongoing strategic planning, and implementation of the action plan from the management audit.

Comment 4: *The commenter requested that Air District staff forecast fee increases for the next 3-5 years so that businesses can properly plan/budget.*

Air District Response to Comment 4: The cost recovery strategy may change year to year and therefore the Air District proposes changes to its fee Regulation on an annual basis. However, business should be able to evaluate the cost recovery report for the trends for fee schedules applicable to their business for a gross estimate of how fees may be impacted in the future.

Comment 5: *The commenter requested that the Air District provide materials pertinent to the June 18, 2025 update to the Finance and Administration Committee be made available in sufficient time prior to the meeting.*

Air District Response to Comment 5: The Air District typically releases committee meeting documents as soon as they are available, but at least 72 hours in advance. Every effort is made to be as transparent and timely as possible, however it may not be possible to release all documents on the timeline requested by the commenter.

**APPENDIX B:
PROPOSED REGULATORY LANGUAGE –
REGULATION 3: FEES**

June 4, 2025

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 OEHHA 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 receipts** 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

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, 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. ~~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, ~~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 ~~\$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.

(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 ~~\$1,264,1,296~~ 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 OEHHA 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 (OEHHA) 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~~2,054 for facilities with one source subject to risk reduction pursuant to Regulation 11, Rule 18, including gasoline dispensing facilities;

341.2 \$~~3,996~~4,108 for facilities with 2 to 5 sources subject to risk reduction pursuant to Regulation 11, Rule 18;

341.3 \$~~7,990~~8,214 for facilities with 6 to 10 sources subject to risk reduction pursuant to Regulation 11, Rule 18;

341.4 \$~~15,981~~16,428 for facilities with 11 to 15 sources subject to risk reduction pursuant to Regulation 11, Rule 18;

341.5 \$~~31,962~~32,857 for facilities with 16 to 20 sources subject to risk reduction pursuant to Regulation 11, Rule 18;

341.6 \$~~42,615~~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 \$~~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 \$~~18,64519,167~~ 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 \$~~199205~~ 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 \$~~199205~~ 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 \$~~199205~~ 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	\$ <u>10,644</u> <u>1</u> <u>2,241</u> \$ <u>5,330</u> <u>6</u> <u>30</u>	\$ <u>1,593</u> <u>1,8</u> <u>32</u> \$ <u>537</u> <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	\$ <u>6,391</u> <u>7,3</u> <u>50</u> \$ <u>3,191</u> <u>3,6</u> <u>70</u>	\$ <u>1,593</u> <u>1,8</u> <u>32</u> \$ <u>537</u> <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	\$ <u>4,240</u> <u>4,8</u> <u>76</u> \$ <u>3,191</u> <u>3,6</u> <u>70</u>	\$ <u>537</u> <u>618</u> \$ <u>537</u> <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	\$ <u>4,240</u> <u>4,8</u> <u>76</u> \$ <u>3,191</u> <u>3,6</u> <u>70</u>	\$ <u>537</u> <u>618</u> \$ <u>537</u> <u>618</u>	
5. For each application to revoke a variance	\$ <u>6,391</u> <u>7,3</u> <u>50</u>	\$ <u>537</u> <u>618</u>	
6. For each application for approval of a Schedule of Increments of Progress in accordance with §41703	\$ <u>4,240</u> <u>4,8</u> <u>76</u>	\$ <u>537</u> <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	\$ <u>10,644</u> <u>1</u> <u>2,241</u> \$ <u>5,330</u> <u>6</u> <u>30</u>	\$ <u>1,593</u> <u>1,8</u> <u>32</u> \$ <u>537</u> <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	\$ <u>6,391</u> <u>7,3</u> <u>50</u> \$ <u>3,191</u> <u>3,6</u> <u>70</u>	\$ <u>1,593</u> <u>1,8</u> <u>32</u> \$ <u>537</u> <u>618</u>	
9. For each Appeal (Permit, Banking, Title V).....	\$ <u>10,644</u> <u>12,2</u> <u>41</u> per hearing day	\$ <u>5,330</u> <u>6,130</u> per hearing day	\$ <u>5,330</u> <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 <u>30</u>	\$1,0721.2 <u>33</u>	
11.	For each application to Modify or Terminate an abatement order	\$10,64412.2 <u>41</u> per hearing day	\$5,3306.130 per hearing day	
12.	For each application for an interim variance in accordance with §42351	\$5,3306.1 <u>30</u>	\$1,0721.2 <u>33</u>	
13.	For each application for an emergency variance in accordance with §42359.5.....	\$2,6573.0 <u>56</u>	\$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 <u>30</u>	\$1,5931.8 <u>32</u>	\$1,593 <u>1,832</u>
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 Appearance 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~~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 \$~~44.11~~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:

$$\text{Fee} = (\text{Opacity}^* \text{ equivalent} - 20) \times \text{number of days allowed in variance} \times \$\text{~~7.88~~10.42}$$

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, ~~XXXX~~)

**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: \$~~52.48~~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~~OEHHA, and/or a qualified contractor designated by ~~the State Department of Health Services~~OEHHA, 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~~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, ~~XX/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: ~~\$654669~~ 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: \$~~367.80378.10~~ per single product nozzle (spn)
\$~~367.80378.10~~ per product for each multi-product nozzle (mpn)
2. PERMIT TO OPERATE FEE: \$~~140.88144.82~~ per single product nozzle (spn)
\$~~140.88144.82~~ 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:

$$\$~~508.67522.91~~ \times \{[(mpn_{proposed})(products\ per\ nozzle) + spn_{proposed}] - [(mpn_{existing})(products\ per\ nozzle) + spn_{existing}]\}$$

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. \$~~899-1,034~~ 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/XX/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: \$2,8773,309 per 1,000 gallons
 - b. The minimum fee per source is: \$1,4321,647
 - c. The maximum fee per source is: \$114,340131,491

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: \$654669 plus initial fee
 - b. Minimum RAF for first TAC source: \$2,3602,714
 - c. RAF for each additional TAC source: equal to initial fee *
 - d. Minimum RAF per additional TAC source: \$1,4321,647 *
 - e. Maximum RAF per source is: \$114,340131,491
 - * 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: \$1,4321,647 per 1,000 gallons
 - b. The minimum fee per source is: \$1,0331,188
 - c. The maximum fee per source is: \$57,16565,740

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: \$1,0751,236
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: \$2,1742,497
- 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/XXX~~)

**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: \$769791
 - b. If the washing or drying capacity exceeds 100 pounds: \$769791 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: ~~\$654669~~ plus initial fee
 - b. Minimum RAF for first TAC source: \$1,3671,405
 - c. RAF for each additional TAC source: equal to initial fee*
 - d. Minimum RAF per additional TAC source: \$769791*

* 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: \$564577
 - b. If the washing or drying capacity exceeds 100 pounds: \$564577 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) \$40,158,11,682
 - 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: \$65,4669 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 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	\$ 159.60 <u>164.07</u> per ton
	2.	Sulfur Oxides	\$ 159.60 <u>164.07</u> per ton
	3.	Nitrogen Oxides	\$ 159.60 <u>164.07</u> per ton
	4.	PM ₁₀	\$ 159.60 <u>164.07</u> 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 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 \$~~22,239~~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 \$~~314~~358 per source, not to exceed \$~~30,572~~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, ~~XXXX~~)

**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 6/19/13; 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)

**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~~)

**APPENDIX C:
PROPOSED REGULATORY LANGUAGE –
REGULATION 3: FEES**

July 2, 2025

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.

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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, 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 OEHHA 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 (OEHHA) 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 Appearance 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:

$$\$522.91 \times \left\{ \left[(mpn_{\text{proposed}})(\text{products per nozzle}) + spn_{\text{proposed}} \right] - \left[(mpn_{\text{existing}})(\text{products per nozzle}) + spn_{\text{existing}} \right] \right\}$$

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. \$1,034 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 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, 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 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: \$8,579,856

3. GEOLOGIC EVALUATION FEE:

Any person submitting a Geologic Evaluation for exemption from Section 93105 shall pay the following fee: \$4,232,867

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
~~\$1,117,285~~ 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)

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

RESOLUTION No. 2025 – XXXX

A Resolution of the Board of Directors of the Bay Area Air Quality Management District Amending Regulation 3 (Fees)

WHEREAS, Sections 40702, 42311, 41512.7, 42364 and 40726 of the California Health & Safety Code authorize the Bay Area Air Quality Management District (“Air District”) to impose fees to recover the reasonable regulatory costs of the Air District’s programs;

WHEREAS, the Air District’s Cost Recovery and Containment Policy, adopted by the Board of Directors most recently in December 2022, establishes a goal of 100 percent cost recovery for the Air District’s direct and indirect costs of its fee-based programs;

WHEREAS, historically the Air District has not achieved this goal of 100 percent cost recovery for its fee-based programs, with insufficient fee revenues to cover the full direct and indirect costs of these programs;

WHEREAS, in 2025 Air District staff prepared a Cost Recovery Report that indicates that an \$8.7 million cost-recovery gap continues to exist within the Air District’s fee-based programs, with fee revenues for Fiscal Year Ending (“FYE”) 2022 to FYE 2024 covering only 88.7 percent of the direct and indirect program costs;

WHEREAS, the Board of Directors has determined for FYE 2026 that there is a need to increase fees to adjust the fees for inflation and to reduce the misalignment between fee revenues and the costs of associated Air District regulatory programs;

WHEREAS, to address this need, Air District staff has prepared proposed amendments to the Air District’s fee regulation, Regulation 3 (Fees);

WHEREAS, Air District staff has prepared a detailed staff report discussing the proposed amendments to Regulation 3, which is incorporated herein by reference;

WHEREAS, as discussed in detail in the staff report, the proposed amendments to Regulation 3 would increase fee schedules with a current cost recovery percentage greater than or equal to 95 percent but less than 110 percent by the annual Consumer Price Index for Bay Area Urban Wage Earners and Clerical Workers (CPI-W), and would increase fee schedules with a current cost recovery percentage less than 95 percent by 15 percent, with the current cost recovery percentage based on the previous three-year average in both cases;

WHEREAS, the proposed amendments would also make the following changes to Regulation 3:

- Increase Fee Schedules I and M by CPI-W;
- Increase administrative fees by CPI-W;
- Replace ‘Income’ with ‘receipts’, and increase the gross annual receipts limit, in the definition of Small Business in Section 3-209;
- Delete redundant language in Section 3-304;

- Delete obsolete language in Section 3-320;
- Update the reference citation in Part 5 of Schedule B, Combustion of Fuel;
- Increase the Risk Assessment fee for Stationary Containers for the Storage of Organic Liquids in Schedule C to align the calculation with the filing fee; and
- Increase of the Risk Assessment fee for existing Gasoline Dispensing Facilities in Schedule D.A by 15 percent;

WHEREAS, Air District staff has determined that a socioeconomic analysis of the proposed amendments to Regulation 3 pursuant to Health & Safety Code section 40728.5 is not required because the amendments will not significantly affect air quality or emissions limitations within the meaning of that section;

WHEREAS, Air District staff has determined that an incremental cost-effectiveness analysis of the proposed amendments to Regulation 3 pursuant to Health & Safety Code section 40920.6 is not required because the amendments do not impose best available retrofit control requirements;

WHEREAS, Air District staff discussed the proposed amendments to Regulation 3 at public workshops on February 14 and April 10, 2025;

WHEREAS, the Finance and Administration Committee of the Board of Directors held a regularly scheduled public meeting on March 19, 2025, at which the proposed amendments to Regulation 3 were discussed, and at which oral or written presentations could be made on the subject of the proposed amendments;

WHEREAS, the Board of Directors held a public hearing on May 7, 2025, to consider and discuss the proposed amendments to Regulation 3, and to hear comments and testimony from members of the public, in accordance with all provisions of law;

WHEREAS, to ensure compliance with applicable statutory requirements for the adoption of the proposed amendments, Air District staff have proposed that the Board of Directors consider and adopt the proposed amendments to Regulation 3 in two steps, with the first step consisting of proposed amendments impacting fee schedules A, B, D, E, F, G-1 through G-5, H, K, P and W, along with other related changes, and the second step consisting of proposed amendments impacting fee schedules S and V;

WHEREAS, on May 1 and May 2, 2025, as required by Health and Safety Code section 40725, Air District staff published notice in newspapers that the Board of Directors would hold a public hearing on June 4, 2025, to consider adopting the first set of proposed amendments, and would hold another public hearing on July 2, 2025, to consider the second set of proposed amendments, and in this notice invited written public comment;

WHEREAS, Air District staff also distributed and published this notice on the Air District's website and provided it to the California Air Resources Board;

WHEREAS, Air District staff now recommends adoption of the first set of proposed amendments to Regulation 3 and its associated fee schedules as set forth in Attachment A hereto; and

WHEREAS, this Board of Directors concurs with Air District staff's recommendations and desires to adopt the first set of proposed amendments to Regulation 3 and associated schedules as set forth in Attachment A hereto.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Bay Area Air Quality Management District does hereby adopt, pursuant to the authority granted by law, the proposed amendments to Regulation 3 (Fees) as set forth in Attachment A hereto and discussed in the staff report, with instructions to staff to correct any typographical or formatting errors before final publication of the text of the proposed amended rule as adopted.

BE IT FURTHER RESOLVED that the Board of Directors the Bay Area Air Quality Management District makes the following findings of necessity, authority, consistency, nonduplication, and reference, pursuant to Health & Safety Code Section 40727:

1. A need exists for the proposed amendments to Regulation 3 attached hereto as Attachment A in order to ensure that the Air District recovers the reasonable regulatory costs of implementing its fee-based programs and to move the Air District closer to the Cost Recovery and Containment Policy goal of 100 percent cost recovery;
2. The Air District has authority to adopt the proposed amendments to Regulation 3 attached hereto as Attachment A as provided for in sections 40702, 42311, 41512.7, 42364 and 40726 of the Health & Safety Code;
3. The proposed amendments to Regulation 3 attached hereto as Attachment A are written or displayed so that their meaning can be understood by the persons directly affected by the regulation;
4. The proposed amendments to Regulation 3 attached hereto as Attachment A are in harmony with, and not in conflict with or contradictory to, existing statutes, court decisions, or state or federal regulations;
5. The proposed amendments to Regulation 3 attached hereto as Attachment A do not impose the same requirements as any existing state or federal regulation, and they are necessary and proper to execute the power and duties granted to and imposed upon the Air District by providing revenues to the Air District to cover a portion of the costs of administering the Air District's fee-based programs;
6. The proposed amendments to Regulation 3 attached hereto as Attachment A implement, interpret, and make specific the provisions of Health & Safety Code section 42311 (fee schedule for district programs), section 41512.7 (allowable increases to authority to construct and permit to operate fees), and section 42364 (fees schedule for hearing board review of permit appeals).

BE IT FURTHER RESOLVED that the effective date of the proposed amendments attached hereto shall be July 1, 2025.

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:

ATTACHMENT A

[PROPOSED AMENDED RULE]

Regulation 3: Fees

DRAFT



Second Public Hearing on Proposed Fee Regulation Amendments and Fiscal Year 2025-2026 Budget

Board of Directors Meeting Public Hearing
June 4, 2025

Hyacinth Hinojosa
Deputy Executive Officer of Finance and Administration
Stephanie Osaze, Director of Finance
Fred Tanaka, Engineering Manager

Presentation Outline

- Background
- Overview of the Proposed Budget
 - Ongoing and New Investments
 - Budget Resolution Action
 - Staffing Overview
 - Additional Pension Funding
 - Assembly Bill (AB) 2561: Status of Vacancies, Recruitments & Retention Efforts

Presentation Outline (cont.)

- Proposed Amendments to Regulation 3 Fees
 - Proposed Fee Amendments
 - Cost Recovery Trends
 - Overview of Public Comments
- Fee Amendment Resolution Action

Background

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



Background (cont.)

On December 18, 2024, Finance and Administration Committee was provided options on the cost recovery strategy.

March 19, 2025 - Finance and Administration Committee discussed the proposed fee regulation amendments and budget and referred to the full Board of Directors (Board) for consideration.

Background (cont.)

The Board is required to conduct two public hearings for public review and testimony. The Board held the first public hearing on May 7, 2025, and provide opportunity for public comments.

At today's public hearing, the Board will consider approving resolutions to adopt the fee amendment, including 16 fee schedules, and the budget.

On July 2, 2025, the Board consider approving a resolution to adopt the fee amendment, including the remaining 2 fee schedules.

Budget Summary-Ongoing Investments

\$312 million (M) Consolidated Budget, includes \$165M General Fund Budget

Ongoing investments from reserves (approved in Fiscal Year (FY) 2024-2025) include:

- \$1.8M staffing investment to support 8 FTE, reduction of \$1.4M from the initial 14 FTE requested in FY 2024-2025 budget
- \$1.5M from designated Schedule X reserves to support the Refinery Community Air Monitoring Program
- \$600 thousand (K) transfer from Limited Term Contract Employee (LTCE) staffing reserve designation to support existing 3 LTCE positions

Budget Summary- New Investments

New investment from reserves includes:

- \$8.4M for one-time services and capital costs
- \$800K from LTCE staffing designation to support 4 new LTCE positions

8% Vacancy Savings

2% Estimated increase to support employee salaries and benefits

Continued discretionary contributions to prefund Pension Trust

Air District Staffing Overview

The 23 new FTE and 6 LTCE positions are supported by:

- AB 617 Implementation Grant Funds - 5 FTEs
- Up to 9% administrative costs from the Community Benefit Funds allocation - 5 FTEs
- An increase in the Community Air Protection (CAP) Incentive Program administrative limit from 6.25% to 12.5% - 7 FTEs
- Shifting of professional services to support staffing & efficiency - 4 FTEs
- Additional cost savings to support 4 FTEs
- Facility funded pilot program to support 2 LTCEs
- Additional investment to the LTCE Designation Reserves to support 4 new LTCEs

General Fund Reserve Policy

- Last year, the Finance and Administration Committee recommended, and the Board formally adopted a policy on May 1, 2024
- Policy established a range for reserves based on an analysis of the types of risks
- Reserve policy range is 25% - 35% of the General Fund operating Budget
- FY 2025-2026 proposed economic contingency reserve remains at the 25% minimum amount, similar to this year

FY 2026 Proposed Budget: Previously Proposed General Fund Reserve Designations

General Fund Reserves (In Millions)	
	FY 2025-2026
Projected Reserves Balance (June 30, 2025)	101.4
Contingency Designations*:	
Assembly Bill 617 Staffing Contingency	9
Economic Contingency (25% of Budget)	40.2
Federal Grant Contingency	7.7
Litigation Support Contingency	3.7
	<u>60.6</u>
Long -Term Commitment Designations*:	
Community Benefits	3
Limited Term Contract Employee (LTCE) Staffing	2.9
Schedule X - Capital	1.1
Schedule X - Operating	4
Technology Implementation Office	2.9
	<u>13.9</u>
Other Designations *	
Appliance Rule Outreach	2.5
Building Improvements (Headquarters East & West)	3
Incident Monitoring Program	1
One-Time Professional Services	2
Prefund Pension Trust	4
Wildfire Mitigation	0.3
Woodsmoke (Enforcement)	0.5
Woodsmoke Program (Strategic Incentives)	0.5
	<u>13.8</u>

General Fund Reserves (In Millions)	
	FY 2025-2026
Use of Reserves to Balance the FY 2026 Budget:	
<i>Ongoing Investments:</i>	
Short Term Staffing Investment (8 from 14)	1.8
3 Limited Term Contract Employee (LTCE) Staffing	0.6
Schedule X Capital and Operating costs	1.5
	<u>3.9</u>
<i>New Investments:</i>	
4 Limited Term Contract Employee (LTCE) Staffing	0.8
One-time capital & service cost	8.4
	<u>9.2</u>
AVAILABLE GENERAL FUND RESERVES	0.0
COMMUNITY BENEFIT FUND - ADMIN PORTION	
	FY 2025-2026
Available funding (9%)	9.5
Staffing cost for 5 FTE and 3 LTCE	2.2
Service cost	1.1
	<u>3.3</u>
ENDING BALANCE	6.2



*Designations are subject to change at Board of Directors discretion.



Following discussion by the Finance and Administration Committee, Staff is proposing a \$4M allocation from Reserves to increase the discretionary contribution to the Pension Trust.

Board Feedback: Request to Increase Pension Funding

- **Current Funded Status:** 77% (per latest actuarial valuation)
- **Board's Discussion:** Increase funding level to 80%
- **Total Proposed Discretionary Contribution:** \$15M
 - \$9M previously proposed in the budget
 - \$6M additional amount needed to reach 80% funding level
- **Staff Recommendation:** Transfer \$6M from Federal Contingency Reserve, leaving \$1.7M
- Staff will propose alternative options if Federal Contingency Reserve needs exceed the \$1.7M

Proposed General Fund Reserve Designations with Increased Contributions to Pension Trust

General Fund Reserves (In Millions)	
	FY 2025-2026
Projected Reserves Balance (June 30, 2025)	101.4
Contingency Designations*:	
Assembly Bill 617 Staffing Contingency	9
Economic Contingency (25% of Budget)	40.2
Federal Grant Contingency	1.7
Litigation Support Contingency	3.7
	<u>54.6</u>
Long -Term Commitment Designations*:	
Community Benefits	3
Limited Term Contract Employee (LTCE) Staffing	2.9
Schedule X - Capital	1.1
Schedule X - Operating	4
Technology Implementation Office	2.9
	<u>13.9</u>
Other Designations *	
Appliance Rule Outreach	2.5
Building Improvements (Headquarters East & West)	3
Incident Monitoring Program	1
One-Time Professional Services	2
Prefund Pension Trust	10
Wildfire Mitigation	0.3
Woodsmoke (Enforcement)	0.5
Woodsmoke Program (Strategic Incentives)	0.5
	<u>19.8</u>

General Fund Reserves (In Millions)	
	FY 2025-2026
Use of Reserves to Balance the FY 2026 Budget:	
<i>Ongoing Investments:</i>	
Short Term Staffing Investment (8 from 14)	1.8
3 Limited Term Contract Employee (LTCE) Staffing	0.6
Schedule X Capital and Operating costs	1.5
	<u>3.9</u>
<i>New Investments:</i>	
4 Limited Term Contract Employee (LTCE) Staffing	0.8
One-time capital & service cost	8.4
	<u>9.2</u>
AVAILABLE GENERAL FUND RESERVES	0.0
COMMUNITY BENEFIT FUND - ADMIN PORTION	
	FY 2025-2026
Available funding (9%)	9.5
Staffing cost for 5 FTE and 3 LTCE	2.2
Service cost	1.1
	<u>3.3</u>
ENDING BALANCE	6.2

*Designations are subject to change at Board of Directors discretion.



Following discussion by the Board, Staff is proposing a \$10M allocation from Reserves to increase the discretionary contribution to the Pension Trust to meet 80% funded level based on the most recent valuation

Summary of Budget Resolution Actions

- Carry forward encumbrances and appropriations
- Transfer unencumbered funds to undesignated reserves
- Define use of operating surplus
- Approve reserve designations modifications and funding amounts
- Authorize budget transfers between specified accounts
- Authorize certain disposal of assets
- Approve salary schedule and benefits
- Approve funding to the Pension Prefund Trust (\$15M)
- Adopt the FY 2025-26 Proposed Budget (\$312M)

Assembly Bill 2561: Key Provisions

- Public agencies must present the status of vacancies and recruitment/retention efforts at a public hearing at least once per fiscal year
- Agencies must provide employee organizations with an opportunity to participate in these public hearings
- AB 2561 adds Government Code Section 3502.3 to the Meyers-Milias-Brown Act (MMBA), imposing new obligations on public agencies related to tracking and presenting information on job vacancies

Vacancy Summary (as of March 31, 2025)

Employee Group	Budgeted FTE	Filled Positions	Open Positions	Vacancy Rate (Open/Budgeted FTE)
Total	500	442	58	11.60%
EA Represented	389	341	48	12.33%
Management and Confidential	111	101	10	9%

Overall Recruitment Statistics:

4/1/2024 to 3/31/2025	EA REPRESENTED	MGMT & CONF	Total
Position Filled	36	9	45
Filled by Promotion	26	4	30
Recruitments Initiated*	55	19	74
Source of Vacancies			
Fy 24/25 Budget-Created Vacancies	24	4	28
Separations (all inclusive)	17	4	21

*NOTE: Additional 13 recruitments initiated to hire for multiple LTCE, Temp & Intern positions

Overall Recruitment Efforts

Vacancy Tracking

- Vacancy rates tracked on a bi-weekly position control report.

Opportunities

- Engineers and IT positions – targeted recruitments to better compete with private sector
- Identify and implement efficiencies in the recruitment and selection process to mitigate risk of losing candidates due to length and complexity of current process
- Expand Internship and Fellowship program, improving the pipeline of employment into Air District

Overall Recruitment Efforts (cont.)

Current Efforts on recruitment and retention

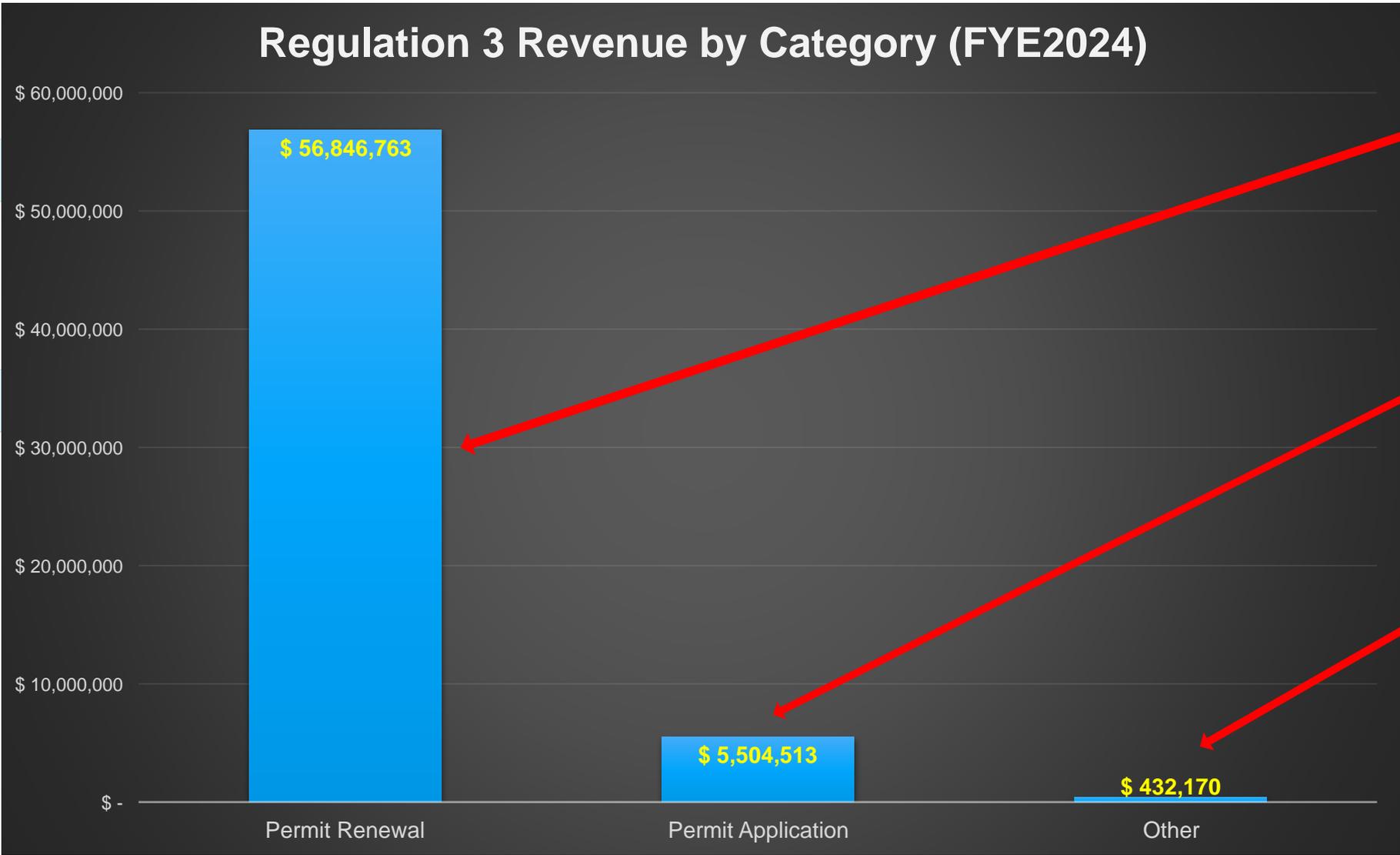
- Minimum qualifications are being broadened to eliminate barriers to employment
- Increased outreach on recruiting and industry association websites
- Moved Job Alert link to Air District website feature page
- Increased attendance at onsite job fairs and Executive leadership held 2 virtual recruiting forums in 2025
- Enhanced job announcements by using working titles, more clearly defined work descriptions, and details about the Air District Strategic Plan

Proposed Fee Amendments: Impact

- Proposed amendments to Regulation 3, Fees, are dictated by the Board-approved Cost Recovery strategy and include other proposed amendments.
- Estimated budget increase is \$4.3 million compared to projected Fiscal Year Ending (FYE) 2024* revenues.
- This strategy has a weighted fee schedule increase of 6.7 percent.

*FYE2024 = FY 2023-2024

Cost Recovery Background



Permit Renewal: Includes Permits to Operate, Title V and Registrations

Permit Applications: Includes Standard, Title V and Registration applications

Other: Includes asbestos, open burn, Hearing Board fees, and emissions banking

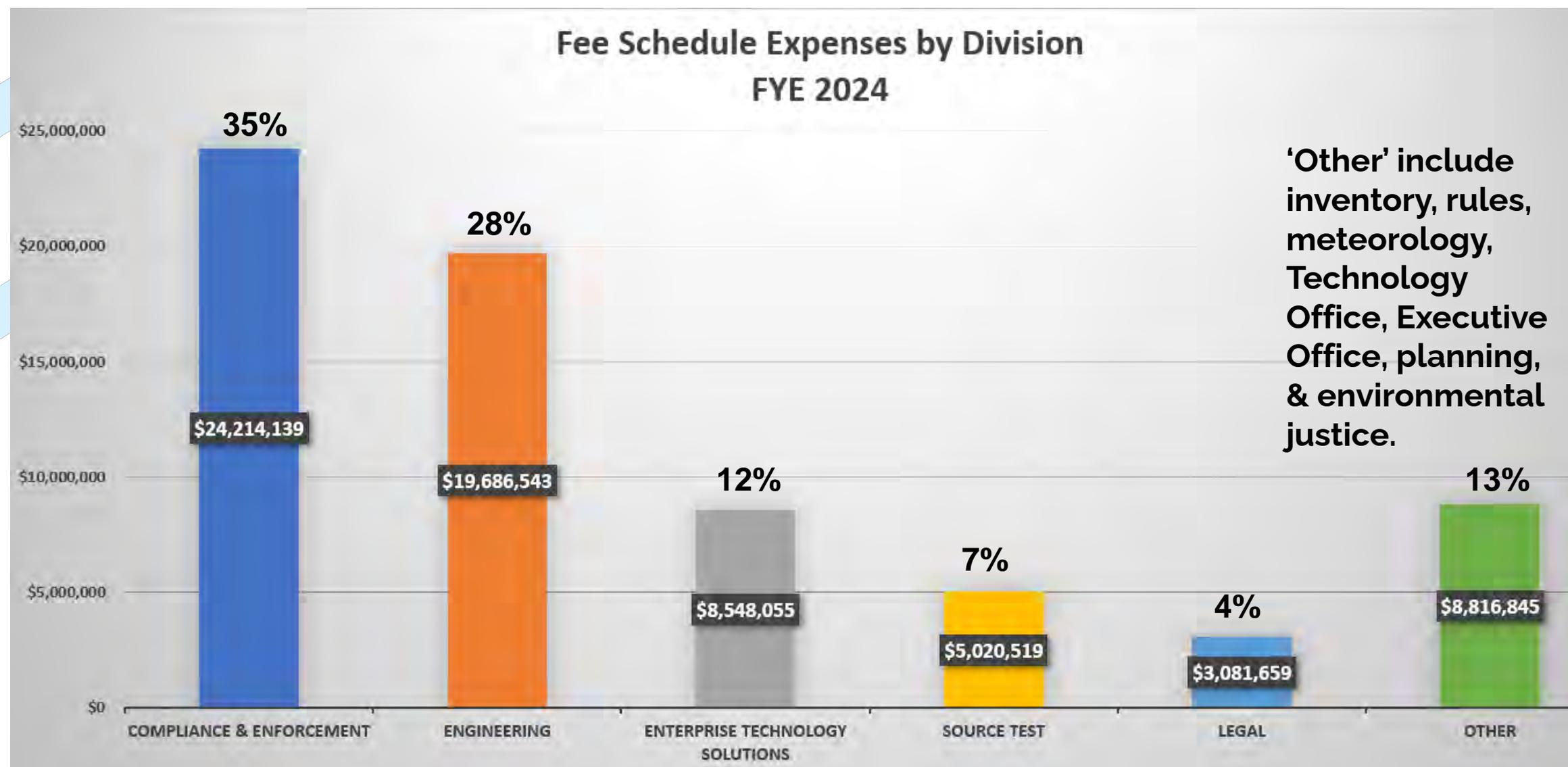
Cost Recovery Background (cont.)

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 (cont.)



Cost Recovery Background: Trends

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: Trends (cont.)

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%

- Other funding sources have historically been used to close the cost recovery gap.

Cost Recovery Background: Board Actions & Policies

Date	Description
April 2012	Board Resolution with a minimum 85% cost recovery target
February 2018	Cost Recovery Study finalized.
July 2021	Cost Recovery Study commenced, emphasizing 100% cost recovery target.
April 2022	Cost Recovery Study and Containment report presented to Finance & Administration Committee.
December 2022	Board adopted an updated Cost Recovery and Containment Policy, emphasizing 100% cost recovery target.*

*The policy does not dictate the fee amendment strategy, giving the Board flexibility.

Cost Recovery Background: Trends

Revenue from Fee Schedule (3-year average)	FYE 2019 & 2020	FYE 2021 (Covid)	FYE 2022	FYE 2023	FYE 2024 & 2025	FYE 2026
110% or more of costs	-	-	-	-	-	-
100 to <110% of costs	-	-	CPI-W*	+15%	CPI-W	CPI-W
95 to < 100% of costs	CPI-W	-	CPI-W	+15%	+15%	CPI-W
85 to < 95% of costs	+7%	-	+7%	+15%	+15%	+15%
75 to < 85% of costs	+8%	-	+8%	+15%	+15%	+15%
50 to < 75% of costs	+9%	-	+9%	+15%	+15%	+15%
Less than 50% of costs	+15%	-	+15%	+15%	+15%	+15%

*This field was incorrectly marked as NULL.

Proposed Fee 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%
95 to <110% of costs	CPI-W 2.8% increase	B, D	32.4%*
Less than 95% of costs	15% increase	A, E, F, G1, G2, G3, G4, G5, H, K, P, W	45.9%

* Includes Schedule M revenue

Proposed Fee Amendments (cont.)

Fee Schedules with 2.8% increase

- Schedule B: Combustion of Fuels (E.g., permitted boilers, engines, heaters,)
- Schedule D: Gasoline Transfer at Gas dispensing Facilities (GDF) & Bulk Plants and Bulk Terminals Except the Risk Assessment Fee (RAF) for existing GDFs
- Schedule I: Dry Cleaners (not registered machines & currently none are permitted)
- Schedule M: Major Stationary Source Fees

Fee Schedules with 15% increase

- Schedule A: Hearing Board Fees
- Schedule E: Solvent Evaporating Sources (E.g., permitted graphic arts, painting, wipe cleaning)

Proposed Fee Amendments (cont.)

Fee Schedules with 15% increase

- Schedule F: Misc. Sources (storage silos, abrasive blasting)
- Schedule G-1: Misc. Sources (e.g., glass manufacturing, soil remediation)
- Schedule G-2: Misc. Sources (e.g., asphaltic concrete, furnaces)
- Schedule G-3: Misc. Sources (e.g., metal melting, cracking units)
- Schedule G-4: Misc. Sources (e.g., cement kilns, sulfur removal & coking units)
- Schedule G-5: Misc. Sources (Refinery flares)
- Schedule H: Semiconductor and Related Operations
- Schedule K: Solid Waste Disposal Sites (e.g., Landfills)
- Schedule P: Major Facility Review Fees
- Schedule W: Petroleum Refining Emissions Tracking Fees

Proposed Fee Amendments (cont.)

Specific fees in Section 300 are proposed to be increased by 2.8% (CPI-W)

- Section 302: New and modified source filing fees
- Section 311: Emission Banking Fees
- Section 312: Regulation 2, Rule 9 Alternative Compliance Plan fee
- Section 330: Fee for Renewing an Authority to Construct
- Section 327: Permit to Operate renewal fees
- Section 337: Exemption Fee
- Section 341: Fee for Risk Reduction Plan
- Section 342: Fee for Facility-Wide Health Risk Assessment
- Section 343: Fees for Air Dispersion Modeling
- Section 345: Evaluation of Plans, Regulation 6
- Section 346: Request for a Petition, Regulation 8
- Section 347: Evaluation of Reports, Organic Waste Recovery Sites

Proposed Fee Amendments (cont.)

Fees and fee schedules that are not proposed for increase:

Section 3-307: Transfers of Permits

Schedule C: Stationary Storage Tanks of Organic Liquids Except the RAF

Schedule L: Asbestos Operations

Schedule N: Toxic Inventory Fees

Schedule R: Equipment Registration Fees

Schedule S: Naturally Occurring Asbestos Operations*

Schedule T: Greenhouse Gas Fees

Schedule V: Open Burning*

Schedule X: Major Stationary Source Community Air Monitoring Fees

*Public hearing to consider adoption of amendments is scheduled for 7/2/2025.

Proposed Fee Amendments (cont.)

Other Proposals

Schedule C – Stationary Containers for the Storage of Organic Liquids

- Align calculation for the 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 Amendments (cont.)

Other Proposals

- Small Business Definition (Section 3-209): Increase the cap and clarify the qualifications:

A business with no more than 10 employees and gross annual receipts of no more than \$1,500,000 that is not an affiliate of a non-small business.

- Update out-of-date references.
- General language clean up

Summary of Public Comments

Comment regarding fee increases: Some proposed fees are greater than the rate of inflation.

- Fees and fee schedules that are not fully recovered are proposed for increases to meet the Board's 100% cost recovery policy from fee-based activity.
- To meet that goal, fee schedules that are below 95% are proposed for increases above CPI-W ("inflation"). Once a fee schedule meets the 100% cost recovery level, they are maintained by CPI-W or no increase depending on the 3-year average cost recovery.
- For fee schedules that are below 100% cost recovery, they are charged at a rate below where they should be for the current level of service.

Summary of Public Comments (cont.)

Comments regarding level of service: 1) Level of service is not improving, 2) Delay fee increases until Corrective Action Plan is implemented, 3) Show service improvements

- Cost recovery does not address level of service. It is to recover costs from work that has already occurred with existing resources.
- Level of service is typically addressed in new staffing (budget process), reallocation of existing resources, program efficiencies and cost containment. The latter includes implementing recommendations from the corrective action and strategic plans which are periodically presented to the Board.
- Delaying fee increases would extend timeframe to meet 100% cost recovery and/or drop level of service. Fees fund program activities (level of service), including inspections & enforcement, emissions testing, rule development, as well as permitting.

Summary of Public Comments (cont.)

Comment regarding timekeeping: Staff should bill time to specific projects (e.g., facility, device)

- Fees fund Air District programs. With few exceptions, facilities/entities are not billed based on specific work.
- Adding more data to the timekeeping process would reduce efficiency.
- As our tools improve, we will explore the possibility to have the system provide additional automated metrics.

Recommended Action

1. Adopt Resolution to approve the Fiscal Year 2025-26 Proposed Budget and related budget actions, effective July 1, 2025.
2. Adopt Resolution to approve the Fiscal Year 2025-2026 Regulation 3 Amendments, effective July 1, 2025, covering Fee Schedules A, B, D, E, F, G-1, G-2, G-3, G-4, G-5, H, K, P, and W.

Questions?

For more information:

Stephanie Osaze

Director of Finance

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Fred Tanaka

Engineering Manager

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: June 4, 2025

Re: Toxic Air Contaminant Control Program Annual Report – 2025

RECOMMENDED ACTION

None. The Board of Directors will hold a public hearing to present the Air District's Toxic Air Contaminant Control Program Annual Report for 2025 and discuss its content and significance, but no action is required at this time.

BACKGROUND

Since 1987, the Air District has implemented toxic air contaminant (TAC) control programs that are designed to identify and reduce the public's exposure to TACs. The Air District's risk management strategies and local toxic control regulations with support from California and federal toxic regulations have been successfully reducing health risks both regionally and locally.

The Air District's TAC Control Program Annual Report for 2025 provides a comprehensive discussion of all Air District toxic control programs. This report includes the elements required for the California AB 2588 ATHS Program's annual report (California Health and Safety Code 44363). In addition, the report has an expanded scope to provide a comprehensive overview of all TAC control work conducted by the Air District during the reporting period from April 2024 through March 2025. This expanded approach builds upon last year's report to offer a more complete picture of the Air District's efforts to protect health from TACs.

DISCUSSION

The Air District continues its long-standing commitment to reducing TAC emissions through an approach that integrates federal and state mandates with local objectives. Its focus remains on stationary source control while expanding community-based initiatives. The Air District's Community Health Protection programs continue to evolve through collaborative partnerships aimed at identifying and addressing disproportionate air quality impacts in vulnerable communities.

Air pollution health impact reduction remains central to the Air District's 2024-2029 Strategic Plan, involving coordinated efforts across all departments. The major toxic programs include:

- **Air Toxics New Source Review (NSR)** – Preconstruction review for new or modified sources that emit TACs
- **Facility Risk Reduction** – Identification, assessment and mitigation of health risks from existing facilities
- **TAC Control Measures** – Development and implementation of control regulations for source categories that emit TACs
- **TAC Emissions Inventory** – Identification and reporting of TAC emissions from permitted facilities
- **Air Toxics Ambient Air Monitoring** – Assessment of TAC concentrations through fixed monitoring stations and targeted studies including mobile monitoring campaigns
- **Community Health Protection** – Targeted initiatives to reduce air quality disparities and improve health outcomes in environmentally burdened communities

This year's TAC Control Program Annual Report provides detailed explanations of each program, highlighting recent developments, ongoing improvements, and planned initiatives designed to further reduce the health impacts of air pollution throughout the Bay Area. Some of the recent program updates and ongoing developments are:

Air Toxics NSR

- The Air District's Air Toxic NSR Program has evolved since 1987, with risk assessment methodology now 1.5 to 3 times more stringent than 2005 and allowable emission rates less than half of 1990 levels.
- Between April 2024 and March 2025, the Air District processed 256 Health Risk Assessments and completed 235, with 22% in Overburdened Communities and 50% involving site-wide evaluations.
- The Air District actively participates in regional knowledge-sharing initiatives and has implemented streamlined procedures for common source categories to improve efficiency while maintaining rigorous health protections.

Facility Risk Reduction

- The ATHS Program (established in 1987) identifies facilities with elevated toxic emissions, and it requires risk reduction and public notification if certain thresholds are met.
- Facilities with cancer risks greater than 10 in a million or non-cancer Hazard Indices greater than 1.0 must notify affected households and conduct public meetings, with stricter requirements as risk levels increase.

- Current health risk assessments determined that no facilities have confirmed health impacts exceeding public notification thresholds.
- Rule 11-18 implementation continues with a phased approach targeting high-priority facilities first, with proposed amendments expected for public comment within the next year.

TAC Control Measures

- Upcoming Rule 11-18 amendments will seek to streamline rule implementation and expedite reductions in toxics emissions from existing facilities.

TAC Emissions Inventory

- The Air District published the TAC emission inventory for reporting year 2023.
- The toxic facility mapping tool has been updated with reporting year 2023 emissions and prioritization scores.

Air Toxics Ambient Air Monitoring

- The Air District is conducting a source-oriented air monitoring project in East Oakland to collect measurements of selected pollutants, including several TACs, to inform the development of strategies for reducing air pollution exposure and emissions in the community.
- The Air District is in the process of expanding air monitoring of certain TACs and other pollutants in communities near large stationary pollution sources, initially prioritizing refineries, as part of the Major Stationary Source Community Air Monitoring Program.
- In May 2025, the Air District published the draft 2025 Annual Monitoring Network Plan that describes long-term trends measurements of selected air toxics compounds at locations throughout the Bay Area.

Community Health Protection

- The Community Health Protection Program is a collaborative initiative between communities, the Air District, and other agencies that is focused on reducing exposures and improving community health in neighborhoods that are most impacted by air pollution.
- This program was created under AB 617, a California law that addresses air pollution impacts in environmental justice communities.
- In the Bay Area, four communities have been selected as AB 617 communities to develop a community emissions reduction plan (CERP): West Oakland, Richmond-North Richmond-San Pablo, East Oakland, and Bayview Hunters Point/Southeast San Francisco.

- One recent highlight of the West Oakland 5-Year Progress Report—which documents the implementation plan of the CERP—is that DPM emissions in West Oakland were reduced by 31% between 2017 and 2024. This reduction is due to a combination of statewide regulations and local actions (e.g., incentivized equipment upgrades).

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Simrun Dhoot
Reviewed by: Pamela Leong and Meredith Bauer

ATTACHMENT(S):

1. Final Toxics Annual Report 2025
2. Toxics Annual Report Appendix A
3. Toxics Annual Report Appendix B
4. Toxics Annual Report Presentation

Annual Report 2025

Toxic Air Contaminant Control Program

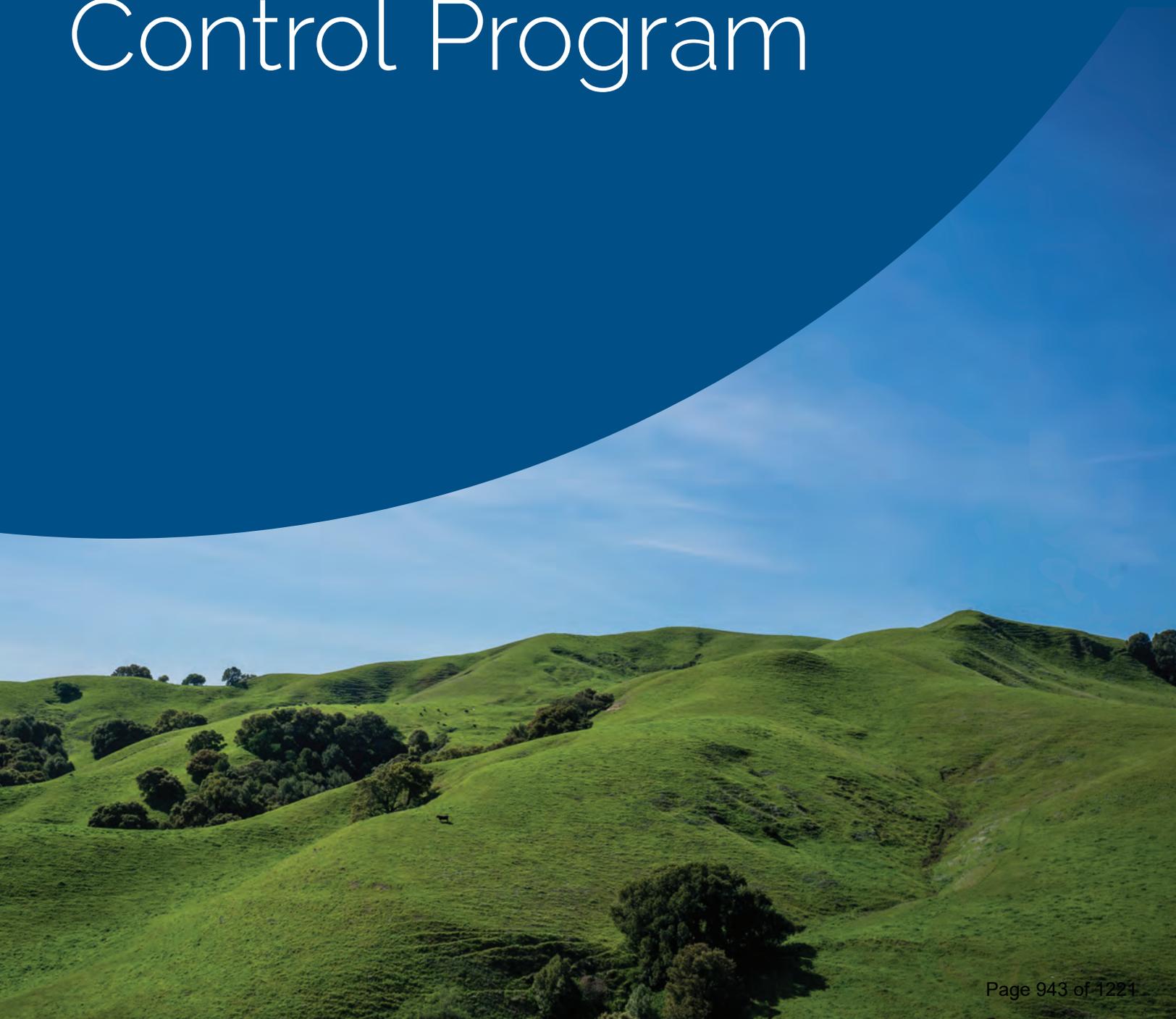




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EXECUTIVE SUMMARY

The Air District has a long history of identifying and minimizing public exposure to toxic air contaminants (TACs). For example, Air District analyses have shown that diesel particulate matter (DPM) is a key contributor to toxic risk from air pollution in the Bay Area.¹ DPM, a potent carcinogen, is primarily emitted by heavy-duty trucks and diesel equipment. For nearly four decades, the Air District has operated TAC control programs aimed at reducing emissions of DPM and other TACs through a combination of local regulatory initiatives, risk management approaches, and coordination with California and federal frameworks. These programs continue to result in measurable reductions in health risks at both regional and community levels.

The 2025 Toxic Air Contaminant Control Program Annual Report provides a detailed overview of the Air District's ongoing efforts to address toxic air pollution. This document fulfills the reporting requirements specified under California Assembly Bill (AB) 2588's Air Toxics Hot Spots (ATHS) Program (CA Health and Safety Code 44363), while also delivering updates on the full spectrum of the Air District's toxic control initiatives. The report highlights recent program developments and outlines current improvement efforts underway.

In alignment with its broader strategic planning process, the Air District continues to refine program goals and priorities with particular emphasis on environmental justice principles across all air quality management activities.

Major Toxics Programs

The Air District continues its long-standing commitment to reducing TAC emissions through an approach that integrates federal and state mandates with local objectives. Our focus remains on stationary source control while expanding community-based initiatives. The Community Health

¹ Bay Area Air Quality Management District. (2015). Toxics Modeling to Support the Community Air Risk Evaluation (CARE) Program. https://www.baaqmd.gov/~/_media/files/planning-and-research/research-and-modeling/care-2015-modeling-document.pdf?rev=acbc595d1f04e7fa28fad136235da82&sc_lang=en.



Protection programs continue to evolve through collaborative partnerships aimed at identifying and addressing disproportionate air quality impacts in vulnerable communities.

Air pollution health impact reduction remains central to the Air District's 2024-2029 Strategic Plan, involving coordinated efforts across all departments. The major toxic programs include:

Air Toxics New Source Review (NSR) – Preconstruction evaluation for new or modified sources emitting TACs

Facility Risk Reduction – Identification, assessment, and mitigation of health risks from existing facilities

TAC Control Measures – Development and implementation of control regulations for source categories emitting TACs

TAC Emissions Inventory – Identification and reporting of TAC emissions from permitted facilities

Air Toxics Ambient Air Monitoring – Assessment of TAC concentrations through long-term monitoring stations and targeted studies including mobile monitoring campaigns

Community Health Protection – Targeted initiatives to reduce air quality disparities and improve health outcomes in neighborhoods most impacted by air pollution

This year's Toxic Air Contaminant Control Program Annual Report provides detailed explanations of each program, highlighting recent developments, ongoing improvements, and planned initiatives designed to further reduce the health impacts of air pollution throughout the Bay Area.

Recent Program Updates and Ongoing Developments

Air Toxics New Source Review

- The Air District's Air Toxics New Source Review Program has evolved since 1987, with risk assessment methodology now 1.5 to 3 times more stringent than 2005 and allowable emission rates less than half of 1990 levels.
- Between April 2024 and March 2025, the Air District processed 256 Health Risk Assessments and completed 235, with 22% in Overburdened Communities and 50% involving site-wide evaluations.
- The Air District actively participates in regional knowledge-sharing initiatives and has implemented streamlined procedures for common source categories to improve efficiency while maintaining rigorous health protections.

Facility Risk Reduction

- The Air Toxics Hot Spots Program (established in 1987) identifies facilities with elevated toxic emissions, and it requires risk reduction and public notification if certain thresholds are met.
- Facilities with cancer risks greater than 10 in a million or non-cancer Hazard Indices greater than 1.0 must notify affected households and conduct public meetings, with stricter requirements as risk levels increase.



- No current health risk assessments have shown confirmed health impacts exceeding public notification thresholds.
- Rule 11-18 implementation continues with a phased approach targeting high-priority facilities first, with proposed amendments expected for public comment within the next year.

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- In May 2025, the Air District published the draft 2025 Annual Monitoring Network Plan that describes long-term trends measurements of selected air toxics compounds at locations throughout the Bay Area.

Community Health Protection

- The Community Health Protection Program is a collaborative initiative between communities, the Air District and other agencies focused on reducing exposures and improving community health in neighborhoods most impacted by air pollution.
- This program was created under Assembly Bill (AB) 617, a California law that addresses air pollution impacts in environmental justice communities.
- In the Bay Area, four communities have been selected as AB 617 communities to develop a community emissions reduction plan (CERP): West Oakland, Richmond-North Richmond-San Pablo, East Oakland, and Bayview Hunters Point/Southeast San Francisco.
- One recent highlight of the West Oakland 5-Year Progress Report—which documents the implementation plan of the CERP—is that diesel particulate matter (DPM) emissions in West Oakland were reduced by 31% between 2017 and 2024. This reduction is due to a combination of statewide regulations and local actions (e.g., incentivized equipment upgrades).



This Air Toxics 2025 report also provides an update on the implementation status of the AB2588 Air Toxics Hot Spots Program, which is integrated with Regulation 11, Rule 18 compliance activities.



INTRODUCTION

Since 1987, the Bay Area Air District has been at the forefront of protecting public health through innovative TAC control programs. TAC exposure may have impacts to human health that can contribute to serious illness or increased mortality. For example, Air District analyses have shown that DPM, a potent carcinogen, is a key driver of toxic risk from air pollution in the Bay Area and accounts for most of the cancer risk associated with TACs.² DPM is primarily emitted by heavy-duty trucks, locomotives, and other diesel equipment. The locations of freeways, railyards, and port terminals often concentrate diesel emissions in communities that are overburdened by air pollution, resulting in environmental injustice. In addition, though permitted sources are moderate contributors to TAC emissions regionally, such sources can cause significant localized health risks. Often, these high-risk permitted sources are in the same communities already overburdened by freeways and other diesel pollution sources.

This report fulfills the annual reporting requirements under California's Air Toxics "Hot Spots" Information and Assessment Act (AB2588). In addition, the report has an expanded scope to provide a comprehensive overview of all TAC control work conducted by the Air District during the reporting period from 2024 through early 2025. This expanded approach builds upon last year's report to offer a more complete picture of the Air District's efforts to protect health from TACs.

The Air District's TACs programs address air quality challenges through multiple strategies:

New Source Review Work on Toxics - The preconstruction review process ensures that new and modified sources meet strict health impact standards, with enhanced protection for overburdened communities.

Facility Risk Reduction Programs - Through Air Toxic Hot Spots implementation and Regulation 11, Rule 18, Reduction of Risk from Air Toxic Emissions at Existing Facilities, the Air District identifies facilities with potentially elevated health impacts and works to reduce risks while ensuring transparent communication with affected communities.

Control Measures - The Air District implements a range of federal, state, and local regulations, including Airborne Toxic Control Measures (ATCMs), National Emission Standards for Hazardous Air Pollutants (NESHAPs), and Air District toxics control regulations.

Emissions Tracking - The Air District maintains a comprehensive database that stores routine and predictable emissions from permitted and registered stationary sources. Paired with existing publicly available emissions inventory data, the Air District created an innovative Facility Toxic Emissions and Prioritization tool in 2024 that provides public access to maps showing facility location with their estimated prioritization scores.

² Bay Area Air Quality Management District. (2017). 2017 Bay Area Clean Air Plan: Spare the Air and Cool the Climate. https://www.baaqmd.gov/~media/files/planning-and-research/plans/2017-clean-air-plan/attachment-a_-proposed-final-cap-vol-1-pdf.pdf?rev=8c588738a4fb455b9cabb27360409529&sc_lang=en



Community Health Protection Initiatives - Beyond technical assessments, the program includes proactive community-focused efforts through AB617, undertaking collaborative initiatives in four key communities, and Air District Grant Programs.

AIR TOXICS NEW SOURCE REVIEW

Program Evolution

Since its inception in 1987, the Air District's Air Toxic NSR Program has continuously refined its approach to managing TACs, with significant milestones including:

- **2001:** Added diesel engine exhaust particulate matter to TAC assessments
- **2005:** Adopted Rule 2-5, strengthening conformity with state guidelines
- **2010:** Incorporated new TACs and Age Sensitivity Factors to enhance protection for children
- **2017:** Updated health effects values, revised health risk assessment procedures, and created a hybrid procedure for gas station emissions
- **2021:** Implemented a lower cancer risk limit for overburdened communities and increased the project lookback period to five years.

The program's stringency has increased through two primary mechanisms:

1. Improved health effects methodology
2. Reduced risk action levels

Notably, the current methodology results in health risk calculations 1.5 to 3 times higher than 2005 methods, with overall allowable project emission rates now less than half of those permitted in the 1990s.

Current Assessment and Progress

The Air District's assessment process begins with an evaluation of potential toxic emissions from all sources within a project. Projects with emissions that exceed the trigger levels of Table 2-5-1 of Rule 2-5 require a health risk assessment (HRA) to determine risk from each source and total risk for the project (all sources in a permit application plus related sources permitted with the last 5 years). Using computer modeling techniques, following guidance provided by the Office of Environmental Health Hazard Assessment (OEHHA), staff conduct HRAs that simulate atmospheric dispersion, allowing for measurement of potential health impacts. These assessments can range from conservative screening-level analyses to more sophisticated evaluations that incorporate site-specific data such as local meteorological conditions and terrain elevations.

When assessing potential risks, the Air District denies an Authority to Construct or Permit to Operate for any new or modified source of TACs if the project risk exceeds any of the following impacts:

- 6.0 in a million cancer risk for projects located in overburdened communities, as defined in Rule 2-1, Section 243, or
- 10 in a million cancer risk for projects located outside of overburdened communities, or



- 1.0 chronic hazard index for non-cancer health impacts based on annual average emissions, or
- 1.0 acute hazard index for non-cancer health impacts based on maximum hourly emissions.

The Air District has developed a collaborative approach to managing potential toxic emission risks. When an initial HRA indicates that a project's emissions exceed prescribed limits, the Air District does not simply reject the application. Instead, the applicant is provided an opportunity to modify the project and achieve compliance.

In most cases, applicants successfully reduce health risks through proactive measures. These strategies can include reducing requested production throughput, implementing more stringent operating time limitations, or installing advanced emissions control technology. Some projects achieve risk reduction by improving source placement or enhancing dispersion techniques, demonstrating the flexibility and problem-solving approach of both the regulatory body and the project developers.

The following table presents HRA statistics for the reporting period of April 2024 through March 2025, broken down by quarter. It tracks the number of HRAs received and completed, with special attention to projects located in Overburdened Communities (OBC) and site-wide evaluations.



Table 1. Health Risk Assessment Statistics for April 2024 through March 2025

	HRAs Received	HRAs Completed	Projects in OBC	Percentage of Completed Projects in OBC	Site-wide Projects	Percentage of Completed Site-wide Projects
2024 Quarter 2 (April – June)	61	64	15	23%	39	61%
2024 Quarter 3 (July – September)	56	69	20	29%	44	64%
2024 Quarter 4 (October – December)	69	56	3	5%	8	14%
2025 Quarter 1 (January – March)	70	46	14	30%	26	57%
Total	256	235	52	22%	117	50%

The Air District actively participates in regional and statewide efforts to improve and standardize TAC control methods. These collaborative initiatives enhance our technical expertise, promote regulatory consistency across jurisdictions, and advance the effectiveness of our New Source Review program.

California Air Pollution Control Officers Association Engineering Managers and Toxics Air Risk Managers Committee Meeting and Engineering & Toxics Symposium

In November 2024, the Air District participated in a symposium held at the United States Environmental Protection Agency (US EPA) Region 9 office in San Francisco. This three-day event (November 4-6) provided a valuable forum for knowledge exchange among air quality agencies throughout California. Air District staff contributed meaningful updates on several initiatives, including the upcoming composting workgroup and refinery emission reporting uniformity efforts.

Additionally, Air District staff showcased our innovative Facility Toxic Emission and Prioritization Tool and provided updates on the Berkeley Landfill hearing board activity. The symposium featured presentations from partner agencies covering topics such as CARB’s California Toxics Inventory, South Coast Air Quality Management District’s (SCAQMD) interactive permitting tools and health risk assessment applications, welding permit programs, pyrolysis/biochar source testing, and US EPA updates on technical tools and landfill regulations.

Engine BACT/TBACT Determination / HRA Streamlining Procedure Training

The Air District continues to offer training to its staff and develop and amend policies to streamline and improve permit processing times. On December 3, 2024, the Air District conducted an important



internal training session for Engineering Division staff. This training focused on newly developed Best Available Control Technology (BACT) and BACT for toxics (TBACT) determinations for emergency diesel engines under 1,000 horsepower. The session also introduced a new streamlined HRA procedure designed to improve efficiency while maintaining rigorous health protection standards. These procedural improvements enhance consistency in permit evaluations and accelerate processing times for these common source categories.

FACILITY RISK REDUCTION PROGRAMS

AIR TOXICS HOT SPOTS PROGRAM

Program Framework

The ATHS Program requires a wide range of industrial, commercial, and public facilities to report the types and quantities of toxic substances routinely released into the air. This systematic approach allows for detailed tracking and assessment of potential environmental health risks. Facilities undergo a rigorous annual evaluation process that involves multiple key steps.

The program establishes clear action levels for different risk categories. These range from voluntary notification for lower-risk facilities to mandatory risk reduction for those with more significant health impacts. Notably, facilities with cancer risks exceeding 10 in a million or non-cancer hazard Indices above one are required to notify potentially affected households and conduct public meetings.

The Air District's ATHS Program levels and action thresholds are summarized below:

Table 2. AB2588 Program Notification Requirements

	Risk Level	Public Notification	Risk Reduction
Level 0	Cancer Risk < 10 in a million and Non-Cancer Hazard Index < 1	None	None
Level 1	Cancer Risk of 10-99 in a million or Non-Cancer Hazard Index of 1-9	Status letter to households & 1 public meeting	Voluntary
Level 2	Cancer Risk of 100-490 in a million or Non-Cancer Hazard Index of 10 or higher	Level 1 + explanation letters for higher risk areas & public meetings	Mandatory audit and source reduction, possible regulation
Level 3	Cancer Risk of 500 in a million or higher	Level 2 & quarterly public meetings	Mandatory audit and source reduction, possible regulation

There are five steps to implementing the ATHS program:

Emissions Inventory: Facilities must provide information and updates on their operation and toxic compound emissions, with the Air District transitioning its reporting requirement to annual reporting to ensure the most up-to-date information. The Air District uses this information to update its records and emissions inventories, verify compliance, and comply with reporting requirements.



Prioritization Process: Each facility receives a prioritization score based on the quantity and toxicity of its emissions, as well as the proximity of nearby populations. Facilities are then categorized into three priority levels:

- **High Priority Facilities:** High priority facilities have a prioritization score that is equal to or greater than 10 (PS \geq 10). High priority facilities receive additional Air District review and may warrant a new or updated HRA. A facility with a rank of high priority does not necessarily mean that nearby persons are exposed to significant risk from the facility's air emissions; rather, a rank of high priority indicates that the facility emissions may need to be analyzed in more detail.
- **Intermediate Priority Facilities:** Intermediate priority facilities have a prioritization score that is equal to or greater than 1 and less than 10 (PS \geq 1 and PS $<$ 10). Generally, intermediate priority facilities do not require further Air District review. However, districts consider other factors to determine if additional district review is warranted. These factors may include but are not limited to the type of toxic emissions (cancer scores versus non-cancer scores), how the emissions are released into the atmosphere (fugitive emissions, stack heights compared to local building heights, etc.), and information about the surrounding community (location and density of nearby receptors, AB617 or overburdened community, frequent complaints, etc.).
- **Low Priority Facilities:** Low priority facilities have a prioritization score that is less than 1 (PS $<$ 1). Low priority facilities do not require any further Air District review.

Health Risk Assessment: The Air District generally conducts or reviews HRAs for existing facilities in accordance with the priorities and procedures described below for the Regulation 11, Rule 18 Facility Risk Reduction Program.

Public Notification: Facilities must inform exposed households and workplaces about health risks that exceed Air District action levels, including conducting at least one public meeting to explain HRA results.

Risk Reduction: Facilities with risks above significant levels must conduct a toxic risk reduction audit and develop a plan to lower risks within five years. Air District policy allows facilities to implement real and enforceable voluntary risk reduction measures to change their ATHS status.

In September 2024, the Air District introduced a Facility Toxic Emission and Prioritization Tool where facility location and prioritization scores are displayed in an interactive map for the public to identify toxic facilities in their community. The map is updated annually to include the latest emissions data and toxicity information. In March 2025, the Air District updated the toxic facility mapping tool to reflect 2023 emissions. This new toxic facility mapping tool is available on the Air District's website at: [Toxic Facility Mapping Tool](#).

Updates on Health Risk Assessments

Appendix A lists the facilities for which the Air District has conducted HRAs. Table A-1 in Appendix A lists the facilities in descending order of their cancer risks and Table A-2 in Appendix A lists the facilities in descending order by their non-cancer risks. The data in these tables is based on the Air District's 2023 permitted source inventory submitted to CARB, which is available on the [Air District's](#)



[website](#). As discussed below, the Air District has not confirmed, by an HRA based on current actual emissions, that any facilities have health impacts that are meeting or exceeding the public notification thresholds of 10 in a million cancer risk or 1.0 non-cancer hazard index. Therefore, no facilities are subject to public notification at this time. Table A-1 identifies one facility with cancer risk reported as exactly 10 in a million and six (6) facilities with a reported non-cancer hazard index of exactly 1.0. The Air District has determined that these facilities are not subject to public notification at this time for the reasons explained in detail below.

The Air District has identified one facility, **San Francisco Hall of Justice** (FID 19597), with a reported cancer risk of exactly 10 in a million, determined using approved health risk screening assessment (HRSAs) procedures for diesel-fired emergency engines during 2002-2016. These conservative HRSAs procedures ensured that health impacts based on maximum potential emissions would fall below the public notification threshold of 10 in a million for cancer risk. Prior to 2017, the Air District recorded and reported all HRSAs results for diesel-fired emergency engines as either 9.99 in a million or exactly 10 in a million for cancer risk. Because these HRSAs suggest the actual cancer risk is below 10 in a million, the public notification requirement is not triggered. The Air District's current policy reports results based on HRSAs and HRA streamlining procedures as 9.9 in a million to clearly indicate that health impacts fall below the notification threshold. The facility's health risk will be corrected during the next reporting period.

The Air District identified **six (6) facilities** with a reported non-cancer hazard index of exactly 1.0. For these facilities, the non-cancer hazard index was estimated to be 1.0 using Air District-approved HRSAs procedures for diesel-fired emergency engines. These conservative HRSAs procedures assured that health impacts based on the maximum potential to emit for the engines at each facility would be less than the public notification threshold of 1.0 chronic hazard index. Because the HRSAs suggest the actual chronic hazard index for these facilities is below 1.0, the public notification requirement is not triggered. Furthermore, the Air District's current policy is to report results based on HRSAs and HRA streamlining procedures for diesel engines as 0.1 or less to more clearly reflect the estimated non-cancer hazard index for these engines, which is typically far below the 1.0 hazard index threshold.

REGULATION 11, RULE 18

On November 15, 2017, the Air District adopted Regulation 11, Rule 18, Reduction of Risk from Air Toxic Emissions at Existing Facilities, or Rule 11-18. This program is intended to reduce health risks from existing facilities. Under Rule 11-18, facilities that exceed risk action levels are mandated to implement either health risk reductions or Best Available Retrofit Control Technology for Toxics (TBARCT).

Under Rule 11-18, the Air District is prioritizing evaluations of high-priority facilities with elevated health risks, while also examining intermediate-priority facilities with significant non-cancer scores. The Air District has started a phased review process, working through Phase I facilities, and preparing to advance to Phase II and then to Phase III.

Table 3. Facility Review Phases

Review Phase	Prioritization Score Thresholds
Phase I Facilities	High Priority with cancer PS \geq 250 or



	High Priority with non-cancer PS ≥ 10
Phase II Facilities	High Priority with cancer PS ≥ 10 and PS < 250 or Intermediate Priority with non-cancer PS ≥ 1 and PS < 10
Phase III Facilities	High Priority Industry-Wide Facilities ³ PS ≥ 10 and PS < 250

Based on the 2023 TAC emissions inventories and prioritization scores, the Air District has identified 764 high priority facilities that warrant further Air District review. In addition, the Air District has identified 2,500 intermediate priority facilities that may warrant further Air District review. Table 4 below shows the total number of facilities by prioritization score and phase.

Table 4. Facility Counts and Review Phases

Facility Ranking (Prioritization Score)	Total Facility Counts	Rule 11-18 and ATHS Review Phase		
		Phase I	Phase II	Phase III
Low Priority PS < 1	6,620	0	0	6,620
Intermediate Priority $1 \leq PS < 10$	2,500	1	14	2,485
High Priority PS ≥ 10	764	44	288	432
Total Facility Counts	9,884	45	302	9,537

Rule 11-18 Amendments

The Air District continues to refine the Rule 11-18 program through strategic improvements and stakeholder engagement. On February 15, 2024, the Air District conducted a public workshop to solicit feedback on program updates. The workshop centered on two key documents: a draft revised Rule 11-18 Implementation Procedures and a Concept Paper outlining potential regulatory amendments.

The Concept Paper represents an initial step in the Air District's ongoing efforts to enhance the rule's effectiveness. Proposed modifications aim to streamline processes, including:

- Expediting emission inventory reviews
- Accelerating risk reduction plan approval
- Identifying opportunities to enhance implementation

The Air District revised the Implementation Procedures document and made available a response to comments on both the draft Implementation Procedures document and Concept Paper on April 29,

³ Rule 11-18 exempts gasoline dispensing facilities (GDF) and facilities with only emergency standby diesel engines unless the facility prioritization score equals or exceeds 250. Any high priority GDFs and emergency diesel engine facilities with prioritization scores between 10 and 250 are classified as industry-wide facilities and will be evaluated later, during review Phase III, under the ATHS program.



2024. The Air District anticipates posting the amended rule language and accompanying internal procedures document for public comment within the next year.

The proposed updates reflect the Air District's commitment to continuously improving health risk management strategies.

Rule 11-18 Implementation

The Air District continued to make progress implementing Rule 11-18 during this reporting period, with several key milestones achieved through risk assessment and community engagement efforts.

- On November 27, 2024, the Air District completed a facility-wide HRA for Equinix (Facility ID 14676), a data center in San Jose. Initially categorized as a Rule 11-18 Phase I facility based on its 2022 emissions inventory, subsequent data refinement determined the facility prioritization score is below 250, and therefore the facility is exempt from Rule 11-18 requirements pursuant to Rule 11-18, Section 103. The assessment concluded that the facility is not subject to public notification requirements pursuant to the Air Toxics "Hot Spots" Information and Assessment Act (AB2588).
- The Air District conducted its third Regular Meeting on December 04, 2024, fulfilling requirements under a settlement agreement with Communities for a Better Environment. The meeting addressed Rule 11-18 implementation updates, odor complaint management, rollout of the new Facility Toxic Emissions and Prioritization Tool and planning for future stakeholder engagement.
- On March 19, 2025, the Air District completed and shared with Chevron Products Company (Facility ID 10) a health risk assessment (HRA) modeling protocol that identifies key modeling and risk calculation procedures that the Air District intends to follow for Chevron's Rule 11-18 facility-wide HRA.

CONTROL MEASURES

Airborne Toxic Control Measures

The main mechanism for developing retrofit air toxics control measures in California has been through the Toxic Air Contaminant Act, enacted in 1983 with the passage of AB-1807. Under this legislation, Airborne Toxic Control Measures (ATCMs) adopted by CARB are implemented and enforced by the local air districts. Seventeen statewide ATCMs for stationary sources and one statewide ATCM for portable sources have been implemented in the Bay Area and are listed in Table 5.



Table 5. Airborne Toxic Control Measures

Regulation	ATCM	Date Adopted and Last Amended
17 CCR 93101	Benzene ATCM for Retail Service Stations	05/13/1988
17 CCR 93102 17 CCR 93102.16	Hexavalent Chromium ATCM for Decorative and Hard Chrome Plating and Chromic Acid Anodizing Operations	02/18/1988 05/25/2023
17 CCR 93101.5	ATCM for Thermal Spraying	12/09/2004
17 CCR 93103	Chromate Treated Cooling Towers	03/09/1989
17 CCR 93104	Dioxins ATCM for Medical Waste Incinerators	07/13/1990
17 CCR 93105	Asbestos ATCM for Construction, Grading, Quarrying, and Surface Mining Operations	07/26/2001
17 CCR 93106	Asbestos ATCM for Surfacing Applications	04/12/1990 07/20/2000
17 CCR 93107	ATCM for Emissions of Toxic Metals from Non-Ferrous Metal Melting	01/14/1993
17 CCR 93108 17 CCR 93108.5	Ethylene Oxide ATCM for Sterilizers and Aerators Parts 1 & 2	05/21/1998
17 CCR 93109	ATCM for Emissions of Perchloroethylene from Dry Cleaning Operations	10/14/1993 01/25/2007
17 CCR 93110	Environmental Training Program Regulation for Perchloroethylene Dry Cleaning Operations	10/14/1993
17 CCR 93111	ATCM for Emissions of Chlorinated Toxic Air Contaminants from Automotive Maintenance and Repair Activities	04/27/2000
17 CCR 93112	ATCM for Emissions of Hexavalent Chromium and Cadmium from Motor Vehicle and Mobile Equipment Coatings	09/20/2001
17 CCR 93113	ATCM to Reduce Emissions of Toxic Air Contaminants from Outdoor Residential Waste Burning.	02/21/2002
17 CCR 93114	ATCM to Reduce Particulate Emissions from Diesel-Fueled Engines -- Standards for Nonvehicular Diesel Fuel	07/24/2003
17 CCR 93115	ATCM for Stationary Compression Ignition Engines	02/26/2004 10/21/2010
17 CCR 93116	ATCM for Diesel Particulate Matter from Portable Engines Rated at 50 Horsepower and Greater	02/26/2004 11/16/2017
17 CCR 93120	ATCM to Reduce Formaldehyde Emissions from Composite Wood Products	04/26/2007

National Emission Standards for Hazardous Air Pollutants

The Air District continues to enforce National Emission Standards for Hazardous Air Pollutants (NESHAPs) established by the US EPA, which are frequently referred to as Maximum Achievable Control Technology (MACT) Standards. These federal regulations primarily target emissions control at facilities classified as "major sources" of hazardous air pollutants (HAPs). Facilities qualify as major sources when they emit, or have the potential to emit, 10 tons or more of any single HAP annually, or 25 tons or more of combined HAPs per year. The Air District must implement and enforce all MACT Standards, or alternative rules that provide equal or greater stringency. In recent years, US EPA has expanded NESHAP regulations to include smaller "area sources" (facilities with HAP emissions below major source thresholds). For a comprehensive inventory of current NESHAPs, visit [EPA's website](#).



Air District Toxics Control Regulations

In addition to enforcing ATCMs and NESHAPs, the Air District adopts regulations to control toxic emissions from local sources of concern. Usually, the Air District's toxic control rules are identified under Air District Regulation 11, Hazardous Pollutants. However, toxic emission control measures may also be included in other regulations, such as Air District Regulation 6, Particulate Matter or Air District Regulation 9, Inorganic Gaseous Pollutants, when toxic emission limits are included with other particulate or inorganic gas rule amendments. Current Air District toxic regulations are summarized in Table 6.

Table 6. Air District Regulations for Toxics Emissions

Regulation	Title and Applicability	Date Adopted and Last Amended
Reg. 6, Rule 5	Particulate Emissions from Refinery Fluidized Catalytic Cracking Units – Limits PM, sulfur dioxide, and ammonia emissions from fluidized catalytic cracking units located at refineries	12/15/2015 11/03/2021
Reg. 9, Rule 2	Hydrogen Sulfide – Limits ground level concentrations of hydrogen sulfide at any location outside of the property line where the emissions occur	03/17/1982 10/06/1999
Reg. 9, Rule 13	Nitrogen Oxides, Particulate Matter, and Toxic Air Contaminants from Portland Cement Manufacturing Operations - Limits NOx, PM, total hydrocarbons, and TACs (ammonia, dioxins/furans, hydrogen chloride, and mercury) from Portland Cement Manufacturing Operations	09/19/2012 10/19/2016
Reg. 11, Rule 1	Lead – Limits daily emissions and ground level concentrations of lead	03/17/1982
Reg. 11, Rule 2	Asbestos Demolition, Renovation and Manufacturing – Controls emissions of asbestos during demolition, renovation, milling, and manufacturing and establishes control measures for asbestos waste disposal operations	12/15/1976 10/7/1998
Reg. 11, Rule 3	Beryllium – Limits beryllium emissions from incineration and beryllium processing operations	03/17/1982
Reg. 11, Rule 4	Beryllium Rocket Motor Firing – Limits beryllium emissions from rocket motor test sites	03/17/1982
Reg. 11, Rule 5	Mercury – Limits mercury emissions from plants processing mercury ore and from sludge incineration and sludge drying plants	
Reg. 11, Rule 6	Vinyl Chloride – Limits vinyl chloride from plants producing vinyl chloride, polymers containing vinyl chloride, or ethylene dichloride	04/21/1982
Reg. 11, Rule 7	Benzene – Limits emissions from pumps, compressors, valves, pressure relief devices, flanges, other connectors, and any associated abatement equipment from components handling fluids containing 10% benzene or more	05/15/1985
Reg. 11, Rule 8	Hexavalent Chromium – Replaced by Hexavalent Chromium ATCM for Decorative and Hard Chrome Plating and Chromic Acid Anodizing Operations	07/20/1998 11/4/1998
Reg. 11, Rule 9	Ethylene Oxide Sterilizers – Replaced by Ethylene Oxide ATCM for Sterilizers and Aerators Parts 1 & 2	11/01/1989 05/17/2000



Reg. 11, Rule 10	Hexavalent Chromium Emissions from All Cooling Towers and Total Hydrocarbon Emissions from Refinery Cooling Towers – Prohibits use of hexavalent chromium chemicals in cooling towers and sets total hydrocarbon leak standards and monitoring requirements for refinery cooling towers	11/15/1989 11/03/2021
Reg. 11, Rule 11	National Emission Standard for Benzene Emissions from Coke By-Product Recovery Plants and Benzene Storage Vessels – Adopted by Reference to EPA NESHAP: 40 CFR Part 60, Subparts L and Y	07/18/1990
Reg. 11, Rule 12	National Emission Standard for Benzene Emissions from Benzene Transfer Operations and Benzene Waste Operations – Adopted by Reference to EPA NESHAP: 40 CFR Part 60, Subparts BB and FF	07/18/1990
Reg. 11, Rule 13	Medical Waste Incinerators – Limits dioxin and furan emissions from medical waste incinerators	01/16/1991
Reg. 11, Rule 14	Asbestos-Containing Serpentine – Prohibits use of asbestos-containing serpentine in road surfacing materials	07/17/1991
Reg. 11, Rule 15	Airborne Toxic Control Measure for Emissions of Toxic Metals from Non-ferrous Metal Melting – Adopted by reference to ATCM for Emissions of Toxic Metals from Non-Ferrous Metal Melting	04/06/1994
Reg. 11, Rule 16	Perchloroethylene and Synthetic Solvent Dry Cleaning Operations – Prohibits use of halogenated solvents (including perchloroethylene, 1,1,1-trichloroethane, and trichlorotrifluoroethane) in dry cleaning operations	12/21/1994 03/04/2009
Reg. 11, Rule 17	Limited Use Stationary Compression Ignition (Diesel) Engines in Agricultural Use – Limits use of diesel engines for agricultural operations	05/18/2011
Reg. 11, Rule 18	Reduction of Risk from Air Toxic Emissions at Existing Facilities – Requires risk reductions for facilities determined to have health risks exceeding risk action levels	11/15/2017

The Air District continues to update existing rules and adopt new rules to control toxic emissions. Some of the recent work includes:

Regulation 11, Rule 18: The Air District is currently enhancing its Rule 11-18 Facility Risk Reduction Program. As of April 2024, the Implementation Procedures document has been updated. Additionally, potential amendments are under consideration to streamline the emissions inventory review process, HRA, and Risk Reduction Plan approvals. A [Rule 11-18 Concept Paper](#), representing the initial stage in developing these amendments, has been published on the Air District website.

Regulation 6, Rule 4: The Air District released a [white paper](#) as the first phase in evaluating potential regulatory amendments to Regulation 6, Rule 4: Particulate Matter, Metal Recycling and Shredding Operations. This document examines environmental impacts associated with metal shredding and recycling operations and explores potential strategies for impact reduction.

AIR TOXICS EMISSIONS INVENTORY

The Air District maintains a database of permitted and registered facilities and their associated air toxics emissions in the Bay Area. These emissions are determined either through direct measurement via source test or by engineering calculations based on process throughput and source-specific emission factors. The TAC inventory characterizes predictable emissions and does not include



emissions from accidental release or extreme events beyond the facility's routine operations. The Air District ensures that submitted data from regulated facilities are accurate and thoroughly reviewed before they are included in the inventory. These TAC inventories are updated annually and are posted on the Air District web site for public accessibility. In 2024, the Air District created a companion Facility Toxic Emission and Prioritization Tool to further assist the public in identifying sources of TAC emissions in their community by displaying an interactive map with facility location and prioritization scores in the Bay Area.

The Air District is committed to continuously improving its inventory in order to understand the processes and industries that emit pollutants in the Bay Area. The inventories provide key information that supports rule development, regional modeling, enforcement actions, and monitoring efforts. This TAC inventory combined with detailed regional inventory of criteria air pollutants (CAP) and greenhouse gases (GHG) from mobile and area sources are periodically submitted to CARB to facilitate statewide plans and strategies targeting protection of public health and the environment.

The following inventories are available on the Air District's website:

- Regional CAP Inventory reports the contribution of each criteria air pollutant by sector and year from 1990 to 2040 is available at: [Emissions Lookup Tool](#)
- Toxics Air Contaminant Inventory presents the TAC emissions from each facility, sorted by county and city for each year starting in 2003 to 2023. Past annual reports and TAC inventories can be accessed here: [Toxic Air Contaminants](#)

AIR TOXICS AMBIENT AIR MONITORING

The Air District measures the concentrations of air toxics in ambient air as part of several monitoring programs, including long-term ambient air monitoring stations, source-oriented monitoring stations, and short-duration air monitoring projects designed to improve the information about the sources of emissions, and their air quality impacts on nearby communities.

Long-Term Ambient Air Monitoring Stations

In the Bay Area, the Air District operates 21 long-term air monitoring stations that measure the concentrations of 22 volatile organic compounds (VOCs) that are also TACs. Two of these stations monitor additional TACs as a part of CARB's statewide air toxics air monitoring program. This monitoring is described in the [Air District's Annual Monitoring Network Plan](#),

Because of the long period of record at many of these air monitoring stations, the data are useful for examining long-term trends in different VOCs. As an example, Figure 1 shows that annual average concentrations of benzene, a TAC and carcinogen, have decreased (improved) considerably since the 1980s and 1990s. Prior to the mid-1990s, annual average concentrations were typically above 1 ppb, which is the Reference Exposure Level (REL) established by OEHHA for chronic and 8-hour inhalation of benzene. However, these improvements have leveled off in more recent years.



Annual Average Benzene Concentrations

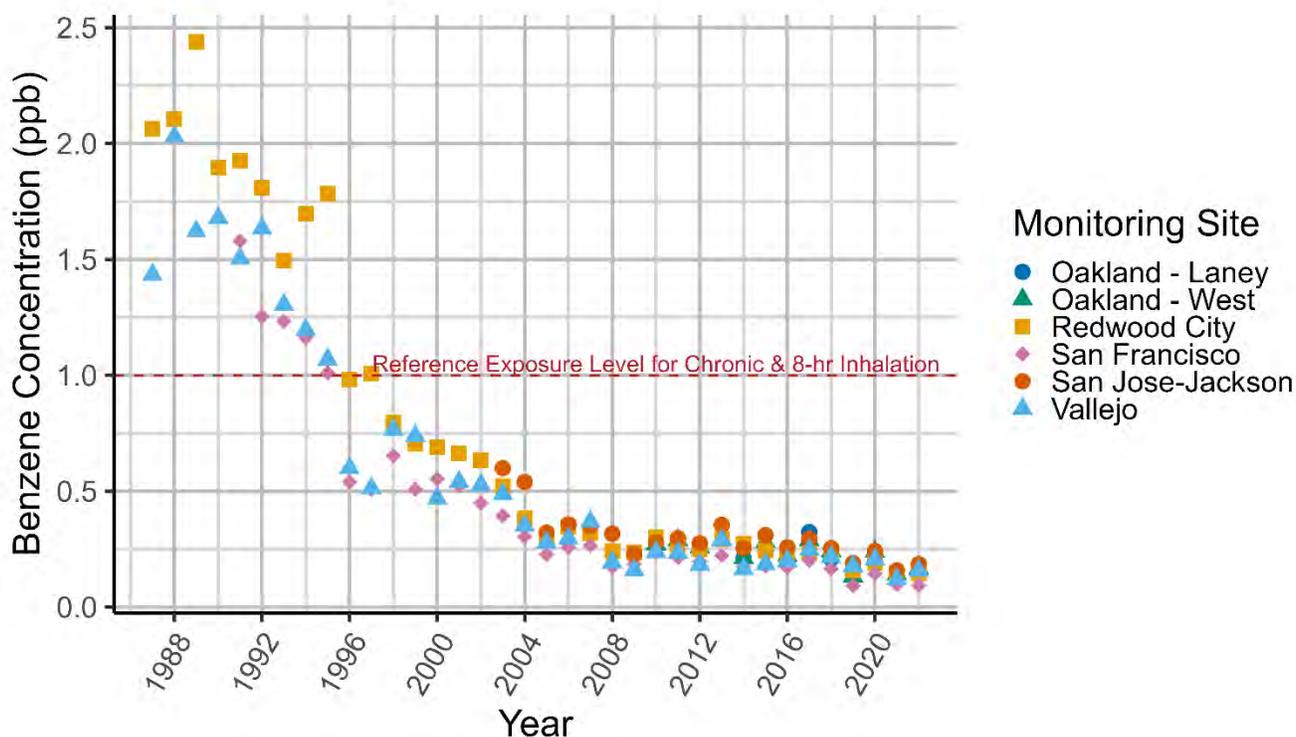


Figure 1. Trends in annual average benzene concentrations at selected Air District monitoring sites. Note that different monitoring sites have different periods of record.

The data for the long-term air toxics ambient air monitoring network are uploaded to [US EPA's Air Quality System \(AQS\) database](#).

Major Stationary Source Community Air Monitoring Program

The Air District is in the process of expanding air monitoring of TACs and other pollutants in communities near large stationary pollution sources, initially prioritizing refineries. This monitoring is intended to help better understand near-source impacts that are not well captured by the Air District's long-term ambient air monitoring network. The collected data will provide the public with additional information about air quality conditions near these facilities and will support analysis of air quality trends and other assessments. Monitoring operations began at the first monitoring site under this program in Benicia, near the Valero Refinery, in July 2024. More information on this program is available in the [Refinery Community Air Monitoring Plan](#).

Community Air Quality Investigations

In addition to the air toxics ambient air monitoring at long-term air monitoring stations, the Air District uses a variety of methods to measure the concentrations of air toxics at other locations in the Bay Area for shorter duration studies. These special air monitoring projects may have a variety of objectives for gathering data, such as:

- Identifying and characterizing emissions crossing a facility fenceline,
- Determining the impacts of facility emissions on nearby communities,



- Assessing cumulative impacts of multiple sources of air pollution on overburdened communities,
- Collecting more information about the local-scale variation in the levels of specific pollutants

The Air District builds out capacity for community and source-oriented monitoring efforts using monitoring approaches, such as shorter-term mobile and stationary monitoring projects, that can provide more targeted data to inform certain air quality issues. Ongoing and upcoming efforts to conduct more localized, source-oriented air monitoring studies of air toxics in the Bay Area include the following:

East Oakland

The Air District, in partnership with Communities for a Better Environment (CBE), is conducting an air monitoring project in East Oakland to collect data to inform the development of effective strategies for reducing air pollution exposure and emissions in the community. In the first phase of this project, the Air District will use its air monitoring van to conduct exploratory measurements of selected VOCs (some of which are TACs) and particulate matter characteristics near pollution sources of concern prioritized by the community. The second phase of this project will include follow-up short- to medium-term monitoring studies to further investigate and inform findings from the exploratory monitoring. This project is expected to be completed by May 2026, and additional information can be found on the Air District [website](#).

Bayview-Hunters Point

The Air District will work directly to support the Marie Harrison Community Foundation and their partners in Bayview-Hunters Point to design and implement a community-partnered air monitoring project. The project's objective will be to collect informative air quality data on community-identified sources of concern, including a complex mix and high density of sources of air toxics that are directly adjacent to residential areas and other sensitive receptors. The Air District will utilize its air monitoring resources, including the mobile air monitoring van or other air monitoring equipment and expertise, to support the forthcoming air toxics monitoring in Bayview-Hunters Point.

Updating the Air District's Air Toxics Monitoring Program

The Air District will be developing a comprehensive plan to update its air toxics monitoring program to help ensure that the air toxics monitoring provides data to meet current and future Air District priorities, including informing concerns in overburdened communities. Part of this work will include assessing the Air District's existing air toxics monitoring and making recommendations on matching monitoring approaches and instrumentation to data needs and on air toxics compounds and locations to prioritize for monitoring, among other considerations.

COMMUNITY HEALTH PROTECTION PROGRAMS

The Air District implements several programs that are intended to assess and address health risks in communities with disproportionate air quality impacts. These programs include:

- California AB617 Community Air Protection program

- 
- Air District Grant Programs
 - Bay Area Healthy Homes Initiatives

California AB617 Communities in the Bay Area

The Community Health Protection Program is a collaborative initiative between communities, the Air District and other agencies that is focused on reducing exposures and improving community health in neighborhoods that are most impacted by air pollution. In the Bay Area, four communities have been selected as AB617 communities: West Oakland, Richmond-North Richmond-San Pablo, East Oakland, and Bayview Hunters Point/Southeast San Francisco.

For each of these communities, District staff has worked with CARB to develop emissions inventories of criteria air pollutants and TACs emitted by local stationary and mobile sources. These inventories have also been used to conduct dispersion modeling for each community to quantify PM_{2.5} exposures, cancer risk, and chronic health index values resulting from local emissions.

Each community has a Community Steering Committee (CSC) that meets monthly to guide and inform the development and/or implementation of the CERPs. In West Oakland, East Oakland and Bayview Hunters Point/Southeast San Francisco, there are long-standing community-based organizations (CBOs) that Co-Lead the process with the Air District. These CBOs help guide decision-making related to the CERP, including decisions about effective community outreach and engagement to represent the diversity of the communities and how to further environmental justice goals.

In Richmond-North Richmond-San Pablo, three CSC members serve as Leads.

Additional details on individual AB617 communities are provided below:

- West Oakland – Air District partnered with the West Oakland Environmental Indicators Project (WOEIP) to develop Owing Our Air: The West Oakland Community Action Plan which was adopted in 2019. A 5-Year Progress Report was completed in 2024 to document the implementation of the plan. This report showed that DPM emissions in West Oakland were reduced by 31% between 2017 and 2024 due to a combination of statewide regulations and local actions (e.g., incentivized equipment upgrades). More information is available at: <https://www.baaqmd.gov/en/community-health/community-health-protection-program/west-oakland-community-action-plan>
- Richmond-North Richmond-San Pablo – On May 1, 2024, the Air District adopted the CERP also known as the Path to Clean Air (PTCA) Plan for this community. The CSC co-researched and co-wrote this Plan through a series of monthly committee meetings, ad hocs and writing and review teams with a focus on centering community voice. The Implementation of the Plan is currently underway, with initial efforts focused on priority actions identified by the community, Air District and partner agencies. More information is available at: [Community Emissions Reduction Plan](#)
- East Oakland – East Oakland was selected in 2022 for a CERP and the CSC formed that same year. The Air District has partnered with Communities for a Better Environment (CBE) as a Co-Lead to establish and convene the East Oakland CSC to guide the development of the CERP, including supporting strategy development and community engagement efforts. The group



is actively working to review and finalize actions and it is anticipated that the CERP will be adopted in 2026. More information is available at: [East Oakland Community Emissions Reduction Plan](#)

- Bayview Hunters Point/Southeast San Francisco – Bayview Hunters Point/Southeast San Francisco was selected in 2023 for a CERP. The CSC formed at the start of 2024. The Air District has partnered with Community Co-Leads, Bayview Hunters Point Community Advocates and Marie Harrison Community Foundation, to create a CSC, guide CERP timeline and development, and support community engagement. This CSC is at the beginning stages of working on a CERP. More information is available on the Air District's website at: [Bayview Hunters Point / Southeast San Francisco Community Emissions Reduction Plan](#)

Community Health Protection Grants, Incentives and Initiatives

In addition to working with AB617 communities on reducing air pollution emissions in their neighborhoods, the Air District oversees several grant and incentive programs and other initiatives that help reduce public exposure to air toxics. More information about these other programs, is available on the Air District's [website](#). For over three decades, the Air District has implemented grant and incentive programs that work to complement its regulatory efforts in reducing emissions and improving air quality and health. Over time, the number of funding programs and types of grant programs offered have increased. In 2024 the Air District received funding from six sources to implement grant programs that are designed to reduce air pollution generated by heavy duty mobile sources, which are responsible for a significant portion of DPM emissions in the region, including:

- Carl Moyer Program
- Mobile Source Incentive Fund
- Community Air Protection Incentives Program
- Funding Agricultural Replacement Measures for Emission Reductions Program
- Transportation Fund for Clean Air
- Volkswagen Environmental Mitigation Trust

Each of these funding sources has their own requirements and may be utilized to implement voluntary incentive grant programs to expedite emissions reductions of criteria air pollutants and TACs, especially in overburdened communities, and support the transition of fleets to zero-emission.

The Air District provides funding from these sources as grant funding to owners of eligible heavy-duty diesel equipment to help expedite the replacement of older, dirty equipment to the cleanest available standards, to reduce emissions of nitrogen (NOx), reactive organic gases (ROG), and particulate matter, primarily DPM which is predominantly small particulates less than 2.5 microns in size (PM_{2.5}). Eligible equipment includes on-road trucks and buses, marine vessels, locomotives, off-road equipment such as cargo handling equipment, agricultural tractors, and other industrial and construction equipment, and refueling infrastructure that supports zero emissions vehicles and equipment.

Funding is made available through these programs on a cyclical basis, with solicitations offering funding for the replacement of heavy-duty equipment and installation of supporting infrastructure that supports the accelerated adoption of heavy-duty zero-emission vehicles and equipment.



Over time the Air District has structured its program requirements to ensure priority is given to projects where emissions reductions benefit priority communities, the Bay Area's communities most impacted by air pollution, including the communities of West Oakland, Richmond-San Pablo, East Oakland, and Bayview Hunters Point/Southeast San Francisco. Priority is also given to projects that locate in disadvantaged communities (DACs) and low-income communities (LICs) designated by California Climate Investments.

In 2024, the Air District executed 124 funding agreements totaling approximately \$77 million to reduce criteria pollutant emissions and toxic DPM from heavy-duty mobile sources. These projects are expected to reduce emissions by over 592 tons of criteria pollutants, including NOx, ROG, and PM, over the project lifespans.

- Nearly \$48 million will help to replace 252 units of older highly polluting diesel equipment, resulting in a lifetime reduction of 20.71 tons of DPM.
- Nearly \$27 million will help to replace 31 units of older highly polluting diesel equipment, resulting in a lifetime reduction of 7.86 tons of DPM for projects operating in communities of West Oakland, Richmond-San Pablo, East Oakland, Bayview Hunters Point/Southeast San Francisco,

In alignment with the Air District's Strategic Plan and environmental justice goals, staff reimagined the heavy-duty program following community feedback by adjusting eligibility requirements to ensure that funding is invested in projects that maximize benefits to priority communities. As a result, in 2024, over 74% of all funding under the heavy-duty programs was contracted to projects that will operate in, and benefit, these communities. Additionally, most of the funding not allocated to projects in priority communities was awarded to agricultural projects, which are among the most cost-effective and efficient at reducing ozone precursors regionally.

The Air District also continues to support the accelerated adoption of zero-emission and cleanest available technology. In 2024, the Air District contracted nearly \$49 million to projects that will replace 113 vehicles and equipment with zero-emission and install over 300 electric vehicle charging stations, primarily within priority communities.

\$49 million to 37 Zero Emissions projects

113 units to be replaced with electric

- 36 Heavy-Duty Trucks
- 37 School Buses
- 40 Off-Road Units

302 Chargers and Stations to be installed including Marine Shore Power

A photograph showing several yellow and white electric vehicle charging stations in an outdoor setting, with a yellow school bus partially visible in the background.

More information about these other programs, visit the Air District's [Funding and Incentives](#) webpage for more information.

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APPENDIX A – FACILITIES WITH APPROVED HRAs

This appendix provides the lists of facilities for which the Air District has conducted HRAs, and the health risks identified in their HRAs as approved by the Air District and submitted to CARB for inventory year 2023. Table A-1 in Appendix A lists the facilities in descending order by cancer risk and Table A-2 in Appendix A lists the facilities descending order by non-cancer risk.

Table A-1. Facilities with Approved HRAs Ordered by Cancer Risk

FACILITY NUMBER	FACILITY NAME	HRA YEAR	Cancer Risk (Chances in a million)	Chronic HI	Acute HI
19597	San Francisco Hall of Justice	2009	10	0.01	NA
12743	MCI, dba Verizon Business	2001	9.99	NA	NA
13348	Medtronic Vascular	2019	9.99	0	NA
13984	City of Santa Rosa Utilities Dept	2015	9.99	0	NA
16421	City of San Jose, SBWRP	2004	9.99	NA	NA
17460	City of Santa Rosa Utilities Department Station 9	2006	9.99	0.01	NA
17898	New San Francisco Federal Building	2006	9.99	0.01	NA
20249	Vallejo Sanitation & Flood Control Dist	2010	9.99	0.01	NA
20574	Digital Realty	2014	9.99	0.01	NA
21539	Golden State Pet Cremation	2013	9.99	0.7	0.3
22740	Las Gallinas Valley Sanitary District	2015	9.99	0	NA
22788	East Bay Municipal Utility District	2014	9.99	0.01	NA
23068	Alvins Corner at Penny Lane	2015	9.99	0	NA
23204	United Natural Foods Inc (UNFI)	2016	9.99	1	NA
23554	Santa Clara Valley Transportation Authority	2016	9.99	1	NA
23612	City Hall - City of San Ramon	2016	9.99	0.99	NA
24059	Phoenix Data Center Leasehold LLC	2005	9.99	0.01	NA
24528	Google LLC	2001	9.99	NA	NA

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100340	Costco Wholesale #132	2019	9.99	0.11	NA
200385	SF Police Credit Union	2016	9.99	1	NA
200460	Meadowood Resort	2016	9.99	1	NA
200909	Partnership Health Plan of California	2018	9.99	1	NA
201183	Alexander Station Apartments	2018	9.99	1	NA
202088	Westport Office Park, LLC	2023	9.99	0	NA
16787	Bayside Area Development, LLC c/ CBRE, Inc	2005	9.98	NA	NA
22268	Nor-Cal Rock Inc	2014	9.98	0.01	NA
17156	City of Milpitas	2010	9.97	0.01	NA
17771	Verizon Wireless (Sunnyvale MSC)	2007	9.97	0.01	NA
13513	AT&T	2002	9.93	NA	NA
16422	City of San Jose, SBWRP	2004	9.93	0	NA
13480	Pacific Bell	2008	9.92	0.01	NA
22623	Cologix, Inc. SV1	2016	9.91	0.01	NA
450	Veterans Administration Medical Center	2011	9.9	0.9	NA
1275	Novato Sanitary District	2009	9.9	0.9	NA
1753	John Muir Health - Concord Campus	2012	9.9	0.09	0.03
1785	Children's Hospital, Oakland	2012	9.9	0.9	NA
3167	Pacific Gas and Electric Company	2021	9.9	0	NA
3711	Sutter Health Eden Medical Center	2010	9.9	0.9	NA
7420	New Cingular Wireless dba AT&T Mobility	2016	9.9	0.01	NA
8998	West Valley Community College	2011	9.9	0	NA
10742	John Muir Medical Center	2022	9.9	0	NA
13077	NOP 560 Mission LLC	2001	9.9	NA	NA
13104	Vallejo Sanitation & Flood Control Dist	2023	9.9	0	NA
13410	Pacific Bell Corporation	2001	9.9	0	NA
13487	Pacific Bell	2004	9.9	0	NA
14039	Contra Costa Water District	2019	9.9	0.9	NA

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14139	Contra Costa County	2022	9.9	o	NA
14200	XO Communications Services, LLC	2002	9.9	NA	NA
14240	SFPUC Baden Pump Station	2005	9.9	0.1	o
14433	Pacific Bell	2002	9.9	NA	NA
14548	Montara Sanitary District	2021	9.9	o	NA
14776	Level 3 Communications	2002	9.9	NA	NA
14809	Federal Aviation Administration	2023	9.9	o	NA
14812	City of Vallejo Water Division	2002	9.9	o	NA
14814	Pacific Bell	2002	9.9	0.01	NA
14924	Chabot Community College	2022	9.9	0.09	NA
14944	City of Palo Alto	2019	9.9	0.9	NA
15101	AT&T Corporation	2012	9.9	NA	NA
15464	Pixar Animation Studios	2009	9.9	0.9	NA
15504	Kaiser Santa Rosa Medical Office, Bldg #4	2019	9.9	0.9	NA
15529	City of Sunnyvale - DPS -164-0 & 165-0	2019	9.9	0.9	NA
15592	SFPUC Sunol Valley Chloramination Facility & Alameda Portal	2010	9.9	0.9	NA
16003	Comcast of California IX, Inc	2004	9.9	NA	NA
16043	City of Santa Rosa Subregional Utilities	2019	9.9	0.9	NA
16345	Vi at Palo Alto	2004	9.9	NA	NA
17154	City of Milpitas	2016	9.9	0.9	NA
18192	Minaris Regenerative Medicine	2007	9.9	0.01	NA
18239	CoreSite	2007	9.9	0.01	NA
18557	John Muir Health	2007	9.9	0.01	NA
18769	Jay Paul Company	2019	9.9	0.9	NA
18959	Verizon Wireless (Bollinas)	2008	9.9	0.01	NA
19285	Campus for Jewish Life	2008	9.9	0.01	NA
19442	Sequoia Union High School District	2018	9.9	0.9	NA
19779	Alameda County Public Works Agency	2009	9.9	0.9	NA

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19805	SJW Vickery Av Station	2020	9.9	0	NA
19939	Napa Sanitation District	2021	9.9	0	NA
20208	Coastside County Water District	2010	9.9	0.9	NA
20286	Palo Alto Unified School Distric	2016	9.9	0	NA
20324	Judicial Council of California, CC 43-B2	2002	9.9	0.9	NA
20536	Lucid USA Inc	2019	9.9	0.9	NA
20885	Casino M8trix	2011	9.9	NA	NA
20968	Guardant Health Inc.	2019	9.9	0.9	NA
21040	City of Santa Rosa	2023	9.9	0	NA
21043	City of Santa Rosa	2019	9.9	0.9	NA
21436	Ghirardelli Square	2023	9.9	0	NA
21519	Alameda County Water District	2012	9.9	NA	NA
21615	City & County of SF (Real Estate Div)	2019	9.9	0.9	NA
22190	California Water Service Company	2014	9.9	0	NA
22350	Gamble Family Vineyards	2014	9.9	0.9	NA
22445	City of Pacifica Water Recycling/Wastewater Treat	2019	9.9	0.9	NA
22580	DJONT/CMB SSF LLC(dba Embassy Suites SF Airt	2022	9.9	0	NA
22649	Caltrans	2017	9.9	0	NA
22691	Signature Flight Support	2015	9.9	0.9	NA
22751	Google LLC	2011	9.9	0.9	NA
23005	Olive Tree Manor LLC	2015	9.9	0.9	NA
23086	Paraduxx Winery	2015	9.9	0.9	NA
23190	Healthpeak Properties, Inc. c/o CBRE	2015	9.9	0	NA
23199	Bergman Residence	2015	9.9	0.9	NA
23398	Film Werks International	2016	9.9	0	NA
23427	FN Cellars, Inc.	2023	9.9	0	NA
23444	Silver Springs Networks, Inc	2016	9.9	0.9	NA
23515	Google LLC	2020	9.9	0	NA

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23528	Brand Winery	2016	9.9	0	NA
23535	Judicial Council of CA, East County Hall Justice	2016	9.9	0.9	NA
23814	PayPal Inc	2019	9.9	0.9	NA
24622	San Francisco Bay Area Rapid Transit District	2018	9.9	0.9	NA
24787	T-C 55 Second Street LLC	2002	9.9	0	NA
25011	San Mateo County Office of Education	2022	9.9	0.1	NA
200240	Costco Gasoline #1267	2014	9.9	0.9	NA
200359	O'Farrell Senior Housing Inc	2016	9.9	0	NA
200389	Gateway 80 Owner LP	2016	9.9	0	NA
200394	1450 Franklin Street Owners Association	2016	9.9	0	NA
200419	150 Independence	2016	9.9	0.9	NA
200431	Seed Testing Real Estate II	2019	9.9	0.9	NA
200471	Frito Lay, Inc.	2017	9.9	0.9	NA
200504	350 Bush	2017	9.9	0.01	NA
200662	Shafer Vineyards	2020	9.9	0	NA
200678	Jackson Family Wines	2017	9.9	0.9	NA
200784	FN Cellars, Inc.	2019	9.9	0.9	NA
200894	Aloft Hotel	2018	9.9	0.1	NA
201021	Groth Vineyards	2019	9.9	0	NA
201031	Public Safety Complex - Police Services Building	2019	9.9	0.9	NA
201247	CADE at 13th Vineyard	2020	9.9	0.9	NA
201289	Meyer Corporation	2019	9.9	0.01	NA
201314	Theorem Winery	2018	9.9	0	NA
201316	Hundred Acre Wine Group - St. Helena	2019	9.9	0	NA
201322	Pink Sunset	2021	9.9	0	NA
201503	UC Davis Oakville Station	2019	9.9	0.01	NA
201588	Four Points by Sheraton San Rafael	2019	9.9	0	NA
201605	Duffy's Napa Valley Rehab	2019	9.9	0.01	NA

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201672	One Hope Winery	2019	9.9	0	NA
201679	Santa Rosa Junior College	2019	9.9	0	NA
201688	Stonestown Anchor Acquisition, LP	2019	9.9	0.9	NA
201726	O'Brien Estates	2019	9.9	0.9	NA
201735	San Rafael Public Safety Center	2019	9.9	0.01	NA
201736	BH 3500 Mountain Blvd. LLC	2019	9.9	0.9	NA
201755	Hourglass Winery	2019	9.9	0.9	NA
201767	Outpost Wines	2019	9.9	0	NA
201781	Ric Forman Residence	2019	9.9	0.9	NA
201789	Auberge du Soleil	2020	9.9	0	NA
201793	Santa Clara Valley Transportation Authority	2019	9.9	0.9	NA
201797	M2 Apartments	2020	9.9	0.1	NA
201804	Real Social Good Investments	2020	9.9	0	NA
201872	CBRE	2020	9.9	0	NA
201885	SUNRISE VILLA SONOMA	2020	9.9	0.1	NA
201891	Realm Cellars	2020	9.9	0	NA
201934	Grgich Hills Estate Residence	2022	9.9	0	NA
201937	Rivers Marie Winery	2020	9.9	0.9	NA
201939	Red Hawk Vineyards	2020	9.9	0.9	NA
201972	Hamel Family Wines	2020	9.9	0	NA
201984	Fontanella Family Winery	2021	9.9	0.1	NA
202016	Facebook, Inc.	2020	9.9	0	NA
202021	BART Berryessa Station	2016	9.9	0.9	NA
202156	Align Technology - Bldg. 3	2021	9.9	0.1	NA
202162	1020 Atlantic	2021	9.9	0	NA
202176	ZENNI OPTICAL	2021	9.9	0.1	NA
202178	IF - 85th	2021	9.9	0	NA
202258	Enovix	2021	9.9	0	NA

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202375	WWCMC	2023	9.9	0	NA
202453	AUXILARY WATER SUPPLY SYSTEM PUMPING STATION #2	2022	9.9	0	NA
202457	Altitude Apartments	2021	9.9	0	NA
202478	Spirit Rock Meditation Center	2021	9.9	0	NA
202534	47071 Bayside Parkway	2022	9.9	0.1	NA
202586	Bonness Ranch	2022	9.9	0	NA
202587	J Ranch	2022	9.9	0	NA
202629	Villa del Lago Winery	2022	9.9	0.1	NA
202675	VCA Animal Care Center	2022	9.9	0	NA
202676	Custom Name Goods, LLC	2022	9.9	0.1	NA
202755	Duke Realty Fremont Blvd. LP C/O Prologis	2022	9.9	0	NA
202843	999 Baker Way	2023	9.9	0	NA
202919	Zoox Inc	2022	9.9	0	NA
202931	Napa Ranch	2023	9.9	0	NA
202941	Amador Bioscience	2023	9.9	0	NA
203064	Sleepy Hollow Elementary School	2023	9.9	0	NA
203293	Reverie II Winery	2023	9.9	0	NA
212207	PRIDE MOUNTAIN VINEYARDS, LLC	2022	9.9	0	NA
212447	Honig Vineyard & Winery	2023	9.9	0	NA
19019	Sonoma Police Department	2010	9.87	0.01	NA
4618	Keller Canyon Landfill Company	2006	9.8	0.37	NA
12916	Cisco System	2004	9.8	0.9	0
13467	Pacific Bell	2005	9.8	0.01	NA
15253	Oracle Corporation	2011	9.8	0.9	NA
16234	County of Sonoma Juvenile Justice Center	2004	9.8	0.01	NA
16930	San Mateo County Youth Services Center	2005	9.8	0.01	NA
17290	City of Richmond (McDonald Ave S a)	2006	9.8	0.01	NA
18801	Xeres Ventures, LP (SC1)	2016	9.8	0.01	NA

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20537	Department of Transportation	2010	9.8	0	NA
21298	Flintstone Enterprises DBA Forever My Pet	2012	9.8	0.6	0.1
22375	Amazon Data Services, Inc.	2015	9.8	0.01	NA
200629	The Austin Owners Association	2017	9.8	0	NA
14000	Lake Berryessa Resort Improvement District	2005	9.76	0.02	NA
9536	Truck-Rail Handling Inc	2022	9.7	0.04	0.13
13160	University of California SF	2012	9.7	0.01	0
13866	City of SSF Water Quality Plant	2004	9.7	NA	NA
18067	Sanitary District No 2 of Marin County	2007	9.7	0.01	NA
18169	Woodside Fire Station #19	2007	9.7	0.01	NA
20248	SOF-XI WFO Harrison Owner, LLC c/o Cushman Wakefield	2016	9.7	0.01	NA
21039	City of Santa Rosa	2023	9.7	0	NA
23216	Hudson Skyport Plaza, LLC	2003	9.7	0	NA
200691	41 Tehama, LP	2017	9.7	0	NA
202380	Jefferson Street Hotel LLC	2022	9.7	0	NA
12946	Level 3 Communications Inc	2002	9.6	0.01	NA
13877	Sanitary District No 1, Kentfield Pump Station	2002	9.6	NA	NA
13985	City of Santa Rosa Utilities Dept	2015	9.6	0	NA
17130	A Memorial Service LLC, dba Animal Memorial Svcs	2008	9.6	0.09	0.5
17347	College of San Mateo	2007	9.6	0.9	NA
20685	Ariba	2011	9.6	0	NA
22990	Davis Estates Winery	2015	9.6	0	NA
100563	Costco Gasoline #663	2019	9.6	0.07	NA
3670	Kaiser Foundation Hospital	2007	9.5	0.9	NA
19330	ARE - East Jamie Court, LLC	2011	9.5	0.01	NA
20295	Vantage Data Centers Management Co , LLC	2023	9.5	0.02	0.09
21361	University of the Pacific	2006	9.5	0.01	NA
23476	Boston Properties	2016	9.5	0.01	NA

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23683	NGM Biopharmaceuticals, Inc	2009	9.5	0.01	NA
202583	Ultragenyx Pharmaceuticals, Inc	2022	9.5	0.01	NA
20586	Digital 720 2nd LLC	2007	9.45	0.01	NA
17546	Camino Medical Group-ASC Building	2006	9.4	0.01	NA
20675	Apple Inc. DBA Apple City Center 05	2011	9.4	NA	NA
200343	California Water Service Co.	2016	9.4	0	NA
200760	Golden Cajun, LLC	2018	9.4	0.01	NA
18227	City of Gilroy	2007	9.3	0.01	NA
19131	City of Sebastopol	2009	9.2	0.01	NA
19236	County of Marin	2008	9.2	0.01	NA
20611	EQUINIX-SV8	2014	9.2	0.01	NA
20924	Juniper Networks	2002	9.2	NA	NA
17	Lehigh Southwest Cement Company	2011	9.1	0.12	NA
12626	Valero Refining Company - California	1991	9.1	0.02	0
16441	City of Hayward Department of Public Works	2005	9.1	0.9	NA
21930	San Francisco Public Utilities Commission	2015	9.1	NA	NA
1941	Sonoma Developmental Center	1990	9	0	NA
19403	USPS San Mateo Information Technology and Acct Svc	2010	9	0.01	NA
20214	Soiland Co , Inc	2020	9	0	NA
24726	Martinez Refining Company LLC	1990	9	0.02	NA
22523	Canyon Ranch Wellness Retreat	2009	8.93	0.01	NA
1462	Veterans Administration Medical Center	2012	8.9	0	NA
14092	Pacific Bell Corporation	2002	8.9	0.01	0
21251	1080 Sutter Owners Association c/o Action Property Mngmt	2012	8.8	0	NA
23565	Lucile Packard Children's Hospital Stanford	2007	8.8	0	NA
23812	Maxar Space LLC (Bldg 60)	2024	8.8	0	0.03
200477	T8 Urban Housing Associates, LLC, c/o Related Companies	2017	8.8	0	NA

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21843	CordeValle Resort	2013	8.7	o	NA
22420	Restoration Management Company	2014	8.7	0.01	NA
13711	Pacific Bell Corp dba AT&T CA	2002	8.5	0.01	o
15999	Frank Family Vineyards	2019	8.5	o	NA
13290	City of San Jose Public Works Fleet Management	2006	8.45	o	NA
770	Travis AFB	2012	8.4	o	NA
18292	Paradise Valley Estates	2007	8.4	o	NA
18971	UCSF/CPFM	2008	8.4	0.9	NA
21359	Phillips 66 Company - San Francisco Refinery	1990	8.4	0.13	NA
202372	Amazon.com Services LLC - TCY9	2023	8.4	o	NA
20370	1101 Space Park Partners, LLC	2022	8.33	0.01	o
1430	Nazareth House of San Rafael	2013	8.3	o	NA
18852	Town of Hillsborough	2008	8.3	NA	NA
20163	Zoetis, Inc.	2010	8.3	0.01	NA
23544	HCP BTC LLC	2009	8.3	0.01	NA
201981	Allogene Therapeutics	2020	8.3	o	NA
202249	SpectraSite Communications, LLC	2021	8.3	o	NA
1179	Redwood Landfill Inc	2010	8.2	0.23	NA
15278	Wareham Development	2012	8.1	o	NA
19325	Swissport Fueling, Inc	2011	8.1	0.9	NA
20570	Graton Fire Protection District	2011	8.1	o	NA
20714	PMI Plaza LLC	2007	8.1	o	NA
22566	County of Marin c/o Sares Regis	2013	8.1	NA	NA
22974	Stack Infrastructure	2014	8.1	o	NA
10	Chevron Products Company	1990	8	0.02	NA
591	East Bay Municipal Utility District	1991	8	0.06	NA
617	Palo Alto Regional Water Quality Control Plant	1989	8	0.42	NA
4020	SFPP, LP	1989	8	o	NA

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12596	National Park Service	2011	8	0	NA
15982	Google LLC	2012	8	0.9	NA
22835	Valley Pet Loss Center / VetnCare	2015	8	0.21	NA
25055	USS-UPI, LLC	1994	8	0.9	NA
112124	Costco Wholesale # 1061	2009	8	0.02	NA
2066	Waste Management of Alameda County	2012	7.9	0.11	NA
24260	Micron Technology, Inc	2009	7.9	0	NA
202012	Marciano Winery	2020	7.9	0	NA
202217	City of Santa Rosa - Sewer Lift Station #1	2021	7.9	0	NA
22546	181 Fremont LLC	2015	7.87	0	NA
12848	David Grant Medical Center	2012	7.8	0.01	0
13485	AT&T	2008	7.8	0.01	NA
17405	One Rincon Hill Association	2006	7.8	0	NA
19966	San Francisco Unified School Dist (SFUSD)	2010	7.8	0.01	NA
200679	Stanford Redwood City Operations	2018	7.8	0	NA
255	Lawrence Livermore National Laboratory	1989	7.7	0.04	NA
11764	Bay Area Rapid Transit District	2012	7.7	0.01	NA
19268	FibroGen	2009	7.7	0	NA
21057	Sutter Bay Hospitals	2012	7.6	NA	NA
23016	Healthpeak Properties, HCP Oyster Point III LLC	2017	7.5	0	NA
3974	San Francisco General Hospital	2010	7.4	0	NA
19060	Hosting Com	2009	7.4	0.9	NA
200573	Lodgeworks	2017	7.4	0	NA
24374	China Mobile International Infrastructural (US1)	2021	7.37	0.01	NA
20637	Boehringer Ingelheim Fremont Inc	2007	7.3	0	NA
475	Santa Clara Valley Health & Hospital System	2012	7.2	0	NA
13241	KGO Television ABC Inc	2001	7.2	NA	NA
17769	T5@Silicon Valley, LP	2010	7.2	0.9	NA

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21400	Intelsat Corporation	2012	7.2	NA	NA
21646	Guide Dogs for the Blind, Inc	2018	7.2	0.02	NA
22403	Google LLC	2017	7.2	0	NA
23902	EQUINIX INC SV14-SV17	2015	7.2	0	NA
111724	ARCO AM/PM	2022	7.2	0.04	NA
1228	Sonoma County Water Agency	2006	7.1	0.4	NA
2478	UCSF/Parnassus	1992	7.1	0.5	NA
14063	Central Contra Costa Sanitary District	2004	7.1	NA	NA
200351	Illumina Inc	2016	7.1	0	NA
201462	Biomed Realty Gateway of Pacific	2018	7.1	0.01	NA
201897	Viamonte Senior Living 1, Inc.	2020	7.1	0	NA
1529	Kaiser Permanente Medical Center	2011	7	0	NA
14691	Verizon Wireless Pleasanton Switch	2003	7	0.01	NA
15565	Western Digital Technologies	2012	7	0	NA
15935	Comcast of California/Colorado/Texas/Washington	2023	7	0.01	NA
24072	CBRE	2004	7	0.01	NA
14628	Tesoro Refining & Marketing Company, LLC	1995	6.9	0.3	NA
18411	Sutter Health Enterprise Data Center dba Palo Alto Medical Fndn	2016	6.9	0	NA
20009	Hayward Point Eden Business Center	2010	6.9	0	NA
19670	The Meadows of Napa Valley	2017	6.8	0	NA
20555	Mercy Housing California	2011	6.8	0	NA
200776	Kodiak Sciences, Inc.	2017	6.8	0	NA
202111	Circle K - Napa Junction	2021	6.8	0.04	NA
453	Good Samaritan Hospital	2005	6.7	0.9	NA
2172	Office of The Sheriff	2006	6.7	0.9	NA
14611	California Water Service Company	2018	6.7	0	NA
16127	Pacific Bell (dba: AT&T CA)	2007	6.7	0	NA
21024	EdgeConneX Silicon Valley Holdings, LLC	2017	6.7	0.01	NA

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201560	Related California	2019	6.7	o	NA
8175	The Home Depot Store #0643	2010	6.6	0.01	NA
15292	IKEA California LLC	2003	6.6	0.9	NA
20985	Sunny View Retirement Community	2019	6.6	o	NA
201620	SJSC Properties LLC	2019	6.6	o	NA
13461	Pacific Bell	2005	6.5	NA	NA
7519	Pacific Bell	2012	6.4	o	NA
22032	Jamestown Concord Tech Bldg c/o SRP Mgmt, Inc	2012	6.4	NA	NA
13515	AT&T	2006	6.3	0.9	o
17351	Napa Berryessa Resort Improvement District	2007	6.3	o	NA
22353	Sheriff's Office, County of San Mateo	2014	6.3	o	NA
202077	GI TC Perry Park LLC	2020	6.3	o	NA
3576	Catholic Cremation Services	2006	6.2	0.24	0.11
19980	Whipple Road Portfolio, LLC	2009	6.2	o	NA
19778	Alameda County Public Works Agency	2023	6.17	o	NA
20897	Bristol-Myers Squibb	2012	6.15	o	NA
1534	Silicon Valley Clean Water	1989	6	NA	NA
2531	St Joseph Health N CA, dba Santa Rosa Mem Hospital	1990	6	o	NA
13450	Pacific Bell	2003	6	NA	NA
23178	Downtown RWC RES, LLC	2014	6	o	NA
200566	Menlo Gateway Hotel	2017	6	o	NA
202665	Kaiser Foundation Health Plan - Project Genetics Lab	2022	6	o	NA
12728	Waste Management Inc	2022	5.9	0.09	NA
14064	Central Contra Costa Sanitary District - Maltby Pump Station	2023	5.9	o	NA
17742	The Home Depot Store #6677	2023	5.9	o	NA
22634	Madrone Owner's Association	2011	5.9	o	NA
22744	City of Richmond WPC (Ferry Point Lift Station)	2024	5.9	o	NA

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23664	BCORE Colleman Owner LLC	2023	5.9	0	NA
24828	Zayo Group, LLC	2023	5.9	0.46	NA
202729	207740 - Harbor Bay	2022	5.9	0	NA
22157	Fortinet, Inc	2013	5.89	0	NA
6426	Solano County Transit Operations	2017	5.8	0	NA
17407	Fisher Investments	2005	5.8	0	NA
17976	Byron Bethany Irrigation District	2008	5.8	0	NA
19716	City of San Jose Fire Station # 2 / Accts Payable	2009	5.8	0	NA
111185	Costco Gasoline #778	2004	5.8	0	NA
15959	Comcast of San Leandro, Inc	2023	5.7	0	NA
22105	The Lodge at Morgan Hill c/o Buckingham Property	2013	5.7	0	NA
23742	Amazon com Services Inc - OAK5	2017	5.7	0	NA
100146	Costco Gasoline #482	1999	5.7	NA	NA
200650	Menlo Park Fire Protection District	2017	5.7	0	NA
13026	Pacific Gas & Electric	2008	5.6	0	NA
19248	Kistler Vineyards	2008	5.6	0	NA
22201	BXP Mission 535 LLC c/o Boston Properties Limited	2014	5.6	0	NA
23984	4700 Old Ironsides Drive LLC	2003	5.6	0.9	NA
21775	Central Concrete Supply Inc	2017	5.43	0.76	0.09
202203	B Cellars Winery	2022	5.4	0	NA
18039	Cisco Systems Inc	2008	5.3	0	NA
22746	Fox Television Stations, Inc , on behalf of KTVU	2012	5.3	NA	NA
22433	New Cingular Wireless PCS, dba AT&T Mobility	2014	5.2	0	NA
24380	Corteva Agriscience - Pittsburg Operations	2001	5.2	0.18	NA
200634	AvalonBay Communities, Inc.	2017	5.2	0	NA
1403	Santa Rosa Water - Laguna Treatment Plant	2012	5.1	0.02	NA
14536	Santa Clara Valley Water District - PWTP	2010	5	0	NA
17326	City of Santa Clara, Park Service Ctr	2021	5	0	NA

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22869	Northland Control System	2015	5	0	NA
23622	Vision Recycling Benicia	2002	5	0.9	NA
15071	Pacific Bell	2005	4.9	NA	NA
15455	Marin Municipal Water District	2003	4.9	NA	NA
16200	The Gymboree Corporation	2004	4.9	0.9	NA
19472	Northgate Mall	2009	4.9	0	NA
23889	WaveDivision Holdings LLC	2012	4.9	0	NA
202584	City of Alameda - Pump Station #24	2022	4.9	0	NA
21421	San Luis & Delta Mendota Water Authority (SLDMWA)	2012	4.8	0	NA
21812	City of Santa Rosa	2023	4.8	0	NA
24042	Vantage Data Centers Management Co	2023	4.8	0	0.02
200602	City of Napa - Fire Station No. 5	2017	4.8	0	NA
2320	Oak View Memorial Park	2016	4.7	0.99	0.74
13721	EBMUD, San Pablo Water Treatment Plant	2020	4.7	0	NA
19550	Chabot Las Positas CC District	2012	4.7	0	NA
15544	Kaiser Permanente	2013	4.6	0	NA
20702	Toyama Technology Partners LLC	2008	4.6	0.9	NA
24097	706 Mission Center Association	2018	4.6	0	NA
200783	Prime Now LLC-USF4	2017	4.6	0	NA
568	San Francisco South East Treatment Plant	1990	4.5	0	NA
12197	United Airlines, Inc	2004	4.5	0.9	0
13335	San Jose Water Co-3Mile	2012	4.5	0	0
14463	City of Burlingame	2021	4.5	0	NA
200833	The Grad Student Housing	2019	4.5	0	NA
14419	City of Millbrae	2024	4.4	0	NA
15561	Comcast Cable Corporation	2003	4.4	0	NA
23038	Baxter Healthcare Inc	2013	4.4	0	NA
861	San Mateo Water Quality Control Plant	1989	4.3	0	NA

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1082	Queen of the Valley Medical Center	2010	4.3	0.9	NA
2440	Sequoia Hospital / Dignity Health	2011	4.3	0.9	NA
200563	Toyota Research Institute	2018	4.3	0	NA
12231	City of American Canyon	2021	4.26	0	NA
23132	1634 Pine Street LLC	2015	4.2	0	NA
24652	Zoetis, Inc	2024	4.2	0	0
200664	MTII LLC	2018	4.2	0	NA
202020	META	2018	4.2	0	NA
1502	O'Connor Hospital	2012	4.1	0	NA
1634	Napa State Hospital	1990	4.1	NA	NA
13521	Pacific Bell	2006	4.1	0	NA
13598	Comcast	2018	4.1	0	NA
18808	Verizon Wireless (Orwood Tract)	2008	4.1	0	NA
19141	SJC Fuel Company, LLC	2009	4.1	0	NA
23259	Piedmont Gardens	2022	4.1	0	NA
200429	Yotel - SF	2017	4.1	0	NA
1209	Union Sanitary District	1989	4	0.03	NA
5095	Vasco Road Landfill	1991	4	0.44	NA
8664	Crockett Cogeneration, LLC	1991	4	NA	NA
12765	MCI,dba Verizon Business	2000	4	NA	NA
14724	Sewerage Agency of Southern Marin	2013	4	0	NA
15595	Golden Gate Ferry	2002	4	NA	NA
15789	City of Brentwood	2004	4	NA	NA
20999	Lowe's HIW, Inc	2011	4	0	NA
22626	Thermo Fisher Scientific	2002	3.91	0	NA
778	San Jose-Santa Clara Regional Wastewater Facility	1991	3.9	0	NA
13471	Pacific Bell	2002	3.9	NA	NA
23580	One Rincon Tower 2 Association	2014	3.9	0	NA

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111933	Costco Gasoline #1042	2008	3.9	0	NA
202121	Impossible Foods - Pilot Plant	2021	3.9	0	NA
25095	SF South Bay Shoreline Reach 1 & 2/3	2022	3.88	0	NA
112497	Mash Gas & Food Orinda	2021	3.84	0.03	NA
100369	Chevron Gas Station	2021	3.83	0.02	NA
653	Central Marin Sanitation Agency	1989	3.8	0	NA
1067	Oro Loma Sanitary District	1989	3.8	0.01	NA
3613	St Mary's Medical Center	2012	3.8	0	NA
111081	505 Petroleum INC	2021	3.8	0.02	NA
200493	CCSF - OCME	2017	3.8	0	NA
200396	Linkedin Corporation	2019	3.7	0	NA
201049	Boehringer-Ingelheim, Fremont	2020	3.7	0	NA
202119	PATC 1810 Embarcadero	2021	3.7	0	NA
2087	St Francis Memorial Hospital	2012	3.6	0	NA
9183	Napa-Vallejo Waste Management Authority	2003	3.6	0.9	NA
14369	Fisica	2005	3.6	0	NA
19465	RNM Properties	2004	3.6	NA	NA
22595	Augustine Bowers LLC c/o The Irvine Company LLC	2016	3.6	0	NA
25065	Stanford University-Middle Plaza Office	2022	3.6	0	NA
200406	Coastside County Water District	2016	3.6	0	NA
200407	Coastside County Water District	2017	3.6	0	NA
202071	Westlake Urban Building	2020	3.6	0	NA
202274	Rancho de Calistoga	2022	3.6	0	NA
202641	MedVet Silicon Valley	2022	3.6	0	NA
13528	Pacific Bell	2012	3.5	0	0
14992	Visa Land Management IV	2002	3.5	NA	NA
17183	Novato Fire District	2005	3.5	0	NA
201378	Four Seasons Resort & Residences Napa Valley	2023	3.5	0	0.72

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51	United Airlines, Inc	1989	3.4	0.11	NA
2932	Cypress Lawn Cemetery Association	2014	3.4	0.6	0.99
5876	South San Francisco-San Bruno Water Quality Plant	1989	3.4	0.13	NA
11431	City of Oakland Public Works Agency	2006	3.4	0	NA
12517	The Presidio Trust	2012	3.4	0	NA
20023	Sunset Retoria	2010	3.4	0.31	0.75
22683	TSMC North America	2014	3.4	0	NA
23706	AXIS HOA	2008	3.4	0	NA
201412	Synopsys Pathline Building 1	2023	3.4	0	NA
202738	Fire Station 16	2022	3.4	0	NA
14825	Federal Aviation Administration	2008	3.3	0	NA
20428	Kaiser Hospital	2010	3.3	0	NA
21612	CCSF - 25VN	2018	3.3	0	NA
25075	Mission Rock Parcel G LLC	2022	3.3	0	0.01
201778	Contra Costa County Administration Building	2020	3.3	0	NA
2315	Duggan's Mission Chapel	2019	3.2	0.5	0.55
8679	Kaiser Permanente	2012	3.2	0	NA
13900	Comcast Communications	2004	3.2	0	NA
19025	City of Fremont Development	2008	3.2	0	NA
19323	555 YVR, LLC	2008	3.2	0	NA
200361	Webster House Health Center	2016	3.2	0	NA
200439	Mosser Company	2017	3.2	0	NA
200652	The Exchange	2018	3.2	0	NA
201782	Elyse Winery	2019	3.2	0	NA
202964	Redwood Bay Biotech	2023	3.2	0	NA
16502	City of Brentwood	2006	3.1	0	NA
17649	Alexandria Real Estate Equities, Inc	2018	3.1	0	NA
18938	City of Palo Alto-San Francisquito Pump Station	2008	3.1	0	NA

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19088	Avalon Bay	2008	3.1	0	NA
19162	BMR-Pacific Research Center, LP	2003	3.1	0.9	NA
19170	North Coast County Water District	2008	3.1	0	NA
19880	Bear Gulch Creek Partners LLC	2010	3.1	NA	NA
19898	Menlo Park Portfolio c/o Tarlton Properties	2022	3.1	0	NA
20126	Evocative	2013	3.1	NA	NA
21193	Comcast Cable	2020	3.1	0	NA
23344	First Republic Bank	2016	3.1	0	NA
23586	Bay Alarm-Concord	2016	3.1	0	NA
202290	California Water Service Co. BG Station 7	2021	3.1	0	NA
13556	Pacific Bell	2003	3	0	NA
14484	Pacific Bell	2002	3	0.9	0
20905	S E Combined Services of California	2017	3	0.98	0.89
22839	Apple, Inc	2015	3	0.01	0.06
201384	Pure Storage, Inc.	2018	3	0	NA
201628	Rigetti Computing	2019	3	0	NA
2457	Regional Medical Center of San Jose	2011	2.9	0	NA
13332	Level 3 Communications	2001	2.9	0	NA
18429	Sonoma County Human Services Building	2007	2.9	0	NA
20139	Potrero Hills Energy Producers, LLC	2011	2.9	0.78	0.98
20228	Amazon Data Services, Inc	2014	2.9	0.03	NA
21295	California Hotel	2012	2.9	0	NA
22442	Azure Apartment Complex	2014	2.9	NA	NA
201511	Bay Area Rapid Transit	2018	2.9	0	NA
202327	Longfellow Real Estate Partners	2023	2.9	0	NA
202683	1307 66th, LLC	2022	2.9	0	NA
15291	Comcast Cable Corporation	2003	2.84	NA	NA
3162	Pacific Gas and Electric Company	2002	2.8	0	NA

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19102	Verizon Wireless-Fairfield MSC	2008	2.8	0	NA
20504	Las Gallinas Valley Sanitary District	2011	2.8	0	NA
22102	Southern Wine And Spirits	2013	2.8	0	NA
22854	Hillstone Restaurant Group	2015	2.8	0	NA
109899	Costco Wholesale #423	2019	2.8	0	NA
200402	San Jose Water Company	2017	2.8	0	NA
201800	City of Palo Alto	2022	2.8	0	0.01
201806	Amazon USF1 Santa Clara	2019	2.8	0	NA
112321	APRO, LLC dba United Pacific #5440	2021	2.77	0.02	NA
25206	Apple Inc	2022	2.7	0	0
111713	Costco Gasoline #1004	2006	2.7	0.01	NA
201406	Residence Inn Berkeley	2021	2.7	0	NA
202870	SJW Mann Station	2023	2.7	0	NA
18486	San Jose Fire Dept	2007	2.6	0	NA
23162	Juniper Hotel Cupertino	2003	2.6	0	NA
24769	Ross Stores	2003	2.6	0	NA
100108	Costco Wholesale #148	2017	2.6	0	NA
200541	Workday	2017	2.6	0	NA
200756	Hampton Inn San Jose	2019	2.6	0	NA
6390	Evergreen Cemetery	2008	2.5	0.9	NA
13399	KLA Corporation	2012	2.5	0.01	0
13651	Mettler-Toledo Rainin,LLC	2002	2.5	NA	NA
18462	Stanford Medicine Outpatient Center	2008	2.5	0	NA
19558	One Kearny LLC	2009	2.5	0	NA
20079	Pacific Biosciences	2016	2.5	0	NA
22407	Kistler Winery-Tasting Room	2014	2.5	0	NA
23638	Kenwood Fire District	2016	2.5	0	NA
3887	San Mateo Medical Center	2007	2.4	0.9	NA

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14314	Solano County Facilities	2017	2.4	0	NA
15653	The Home Depot Store #1076	2005	2.4	0.9	NA
17657	Lodi Gas Storage LLC	2008	2.4	0.01	0.03
17986	Joseph Phelps Vineyards, LLC	2006	2.4	0	NA
201667	2 West Santa Clara Street	2019	2.4	0	NA
202283	Caymus Suisun Winery	2023	2.4	0	NA
24535	NTT Global Data Centers Americas, Inc	2020	2.31	0	NA
13867	City of SSF Water Quality Plant	2004	2.3	NA	NA
14775	Level 3 Communications	2002	2.3	0	NA
200915	Hillsdale Shopping Center- North Block	2018	2.3	0	NA
201851	MILTENYI BIOTEC	2020	2.3	0	NA
202104	Azure Acres Recovery Center	2022	2.3	0	NA
202631	1150 Terra Bella	2022	2.3	0	NA
202812	Fire Station 55	2023	2.3	0	NA
202878	1173 Coleman Avenue (B3)	2023	2.3	0	NA
13695	Lowe's HIW, Inc	2002	2.2	0	NA
14964	Wells Fargo Bank	2014	2.2	0	NA
15409	Mattson Technology, Inc	2004	2.2	0	NA
16552	Contra Costa Water District	2005	2.2	NA	NA
18031	Kaiser Permanente	2012	2.2	0	NA
19931	K2 Pure Solutions Nocal, LP	2009	2.2	0.03	0.38
21051	City of Santa Rosa	2021	2.2	0	NA
22135	S F Bay Area Rapid Transit District	2013	2.2	0	NA
201768	Zeiss Innovation Center California	2020	2.2	0	NA
202826	Fire Station 54	2022	2.2	0	NA
13923	Pacific Bell Corporation	2003	2.1	0.9	0
17584	Alexandria Real Estate Equities, Inc	2006	2.1	0	NA
18013	200 Paul Avenue LLC, c/o Digital Realty Trust	2012	2.1	0	NA

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19005	Verizon Wireless	2008	2.1	0	NA
19539	CoreSite Real Estate	2024	2.1	0	NA
20775	SYNNEX Corporation	2015	2.1	0	NA
21049	City of Santa Rosa	2023	2.1	0	NA
21370	TransitAmerica Services, Inc	2011	2.1	0	NA
200623	Stonefire Apartments	2017	2.1	0	NA
201165	CoreSite Real Estate 3045 Stender, LP	2024	2.1	0	NA
202356	Pacific Research Center	2023	2.1	0	NA
202592	Ascend Clinical LLC	2022	2.1	0	NA
20588	CSAA Insurance Group	2014	2.09	0	NA
55	Lockheed Martin Corporation	1990	2	0.02	NA
2721	City of Palo Alto Landfill	1989	2	NA	NA
4134	Irvington Memorial Cemetery	2006	2	0.9	NA
16853	Town of Windsor	2004	2	NA	NA
20233	488 Almaden Owner LLC	2007	2	0	NA
20720	San Francisco Public Utilities Commission	2020	2	0	NA
22380	City of Brentwood	2014	2	0.01	NA
24421	1500 Space Park Drive LLC	2022	2	0	0.02
202600	30680 Huntwood	2022	2	0	NA
202800	City of Alameda	2023	2	0	NA
15889	Dublin San Ramon Services District	2004	1.96	0	NA
22410	ROMEL 400 SECR, LLC	2013	1.95	0	NA
19470	Westfield Valley Fair	2018	1.9	0	NA
19953	Santa Clara County Fire Dept	2022	1.9	0	NA
22001	FedEx Freight, Inc	2013	1.9	0	NA
22851	222 Second Street Owner, LP	2015	1.9	0	NA
23276	San Leandro Tech Campus	2017	1.9	0	NA
24324	Verb Surgical Inc	2015	1.9	0	NA

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100447	B & C Gas Mini Mart	2022	1.9	0.01	NA
203164	Hampton Inn and Suites	2023	1.9	0	NA
12969	Verizon Business - SBEZCA	2001	1.8	NA	NA
19924	The Irvine Company	2010	1.8	0	NA
23653	939 Ellis Street, LLC	2017	1.8	0	NA
201658	Allogene Therapeutics, Inc.	2019	1.8	0	NA
201827	Revolution Medicines, Inc.	2019	1.8	0	NA
17306	Sonoma County Water Agency-Sonoma Booster Station	2020	1.74	0	NA
13062	Sysco San Francisco, Inc	2001	1.7	0.9	0
13226	The Home Depot Store #1017	2001	1.7	0	NA
16333	Verizon Wireless - Landess	2004	1.7	NA	NA
20656	City Of Brentwood	2020	1.7	0	NA
21170	Alexandria Real Estate Eq , Inc	2018	1.7	0	NA
21348	Apple Inc	2012	1.7	0	NA
21535	Gap, Inc	2015	1.7	0	NA
21708	Clorox Services Company	2013	1.7	NA	NA
111956	National Petroleum Sunnyvale	2023	1.7	0.21	0.39
201802	125 Constitution	2019	1.7	0	NA
202363	Market Street Development	2021	1.7	0	NA
202364	The Emery (500 Apartments & Retail)	2022	1.7	0	NA
202450	1304 El Camino Real Apartments	2022	1.7	0	NA
202512	The Forum at Rancho San Antonio	2022	1.7	0	NA
202581	GeneFab, LLC	2022	1.7	0	NA
21891	Santa Clara County Roads and Airports Department	2013	1.6	0	NA
22094	American Tower LLC - 89375- Starr Canyon Site	2013	1.6	0	NA
22155	Mare Island Dry Dock, LLC	2014	1.6	NA	NA
22785	Kilroy Realty Corporation	2014	1.6	0	NA
23616	Central Wolfe LLC	2016	1.6	0	NA

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24188	Lyten	2020	1.6	0.03	0.97
24541	San Francisco Recreation & Park Department	2022	1.6	0.01	0.96
109105	Rotten Robbie #67	2024	1.6	0.01	0.51
111822	Mobil SS# 68171	2023	1.6	0.01	0.84
202171	TBUSA	2021	1.6	0	NA
17864	Peralta Community College District	2006	1.59	0	NA
17573	San Francisco Municipal Railway	2006	1.58	0	NA
3273	Pacific Union College	2004	1.5	0.9	NA
7189	Delta Diablo Sanitation District	2006	1.5	0	NA
9313	St Luke's Hospital A/P,CPMC-STL Campus	2016	1.5	0	NA
21402	Forty Niners Stadium, LLC	2012	1.5	0	NA
22474	Argent Materials Inc	2023	1.5	0.54	0.01
23611	Google, Inc	2016	1.5	0	NA
200633	Bolb, Inc.	2017	1.5	0	NA
201246	Amazon.com Services LLC - SCA3	2024	1.5	0	NA
201874	30 Otis	2020	1.5	0	NA
202310	Guardant Health at 3100 Hanover Palo Alto	2021	1.5	0	NA
202706	Shannon Community Center	2022	1.5	0	NA
202867	1620 South Loop Road	2023	1.5	0	NA
227	Shell Catalysts & Technologies	1993	1.4	0.1	NA
13289	Los Esteros Critical Energy Facility	2001	1.4	0.01	NA
16411	City of Alameda / Public Works Dept	2007	1.4	0.9	NA
16724	New Cingular Wireless dba AT&T Mobility	2024	1.4	0	0
18875	Bay Street Apartments by Windsor	2005	1.4	NA	NA
19381	Blue Line Sterilization Services	2024	1.4	0	0.07
19673	Verizon Wireless(Jameson Canyon)	2009	1.4	0	NA
19803	San Jose Water Company	2015	1.4	NA	NA
24998	City of Santa Rosa	2021	1.4	0	NA

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25053	Standford Health Care	2020	1.4	o	NA
200348	West Bay Sanitary District	2016	1.4	o	NA
201486	HCP LS Brisbane LLC c/o CBRE	2018	1.4	o	NA
201718	Alexandria Real Estate	2019	1.4	o	NA
202081	Google, Inc.	2020	1.4	o	NA
202507	Ritter Center	2022	1.4	o	NA
202591	10X Genomics	2022	1.4	o	o
202649	Bret Harte Center	2022	1.4	o	NA
203143	Amazon.com Services - DSF8	2023	1.4	o	NA
200601	GI ETS Shoreline LLC - 7000 Shoreline Ct	2017	1.35	o	NA
12764	MCI dba Verizon Business	2001	1.3	NA	NA
15949	Fernwood	2005	1.3	0.04	NA
16185	City of Belmont	2004	1.3	0.9	NA
21386	Santa Rosa Jr College Campus (SRJC)	2012	1.3	o	NA
22307	Garre Winery Event Center	2014	1.3	o	NA
22379	Preferred Freezer Services	2014	1.3	o	NA
24109	Ponte Gadea California LLC	2022	1.3	o	NA
25257	BMR-Gateway of Pacific III LP	2021	1.3	o	0.04
112573	Kwik Serv	2022	1.3	0.01	NA
202780	Nkarta, Inc.	2022	1.3	o	NA
203039	Amgen Inc.	2021	1.3	o	NA
24914	Mainspring Energy, Inc.	2021	1.21	0.11	0.84
15362	George Roberts	2003	1.2	NA	NA
16248	Comcast of California IX Inc	2015	1.2	o	NA
16795	Westfield San Francisco Center	2005	1.2	0.9	NA
18517	Verizon Wireless (St Helena)	2007	1.2	o	NA
18658	San Francisco Bay Bridge Toll Plaza	2007	1.2	o	NA
18990	Phoenix American Inc	2008	1.2	NA	NA

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22624	Golub Real Estate Corporation	2014	1.2	0	NA
22842	Contra Costa County Public Works Department	2015	1.2	0	NA
24551	SFF 1650 Street LLC	2005	1.2	NA	NA
200822	Tech Corners Campus LLC	2018	1.2	0	NA
201428	Alviso Storm Pump Station	2018	1.2	0	NA
202766	Sonoma Valley Unified School District Office	2022	1.2	0	NA
85	Western Digital Technologies Inc	1989	1.1	0.01	NA
2025	University of San Francisco	2012	1.1	0.9	NA
12958	Los Gatos Memorial Park	2024	1.1	0.04	0.23
13491	AT&T	2003	1.1	0	0
17073	T-Mobile - Oakland Switch	2023	1.1	0	NA
18753	City of Santa Clara	2007	1.1	NA	NA
20413	Hawthorne Plaza Assoc LLC	2014	1.1	NA	NA
24089	TransMontaigne Operating LP	2006	1.1	0.9	NA
24942	Samaritan Medical Center	2021	1.1	0	0
200376	Hyatt Place Emeryville	2016	1.1	0	NA
201807	Prime Now LLC-USF2	2019	1.1	0	NA
202304	VA Santa Rosa CBOC	2021	1.1	0	NA
13518	SBC	2004	1.03	0	NA
11924	California Pacific Medical Center	2012	1	0	NA
13108	Vallejo Sanitation & Flood Control Dist	2004	1	0	NA
13333	Saratoga Retirement Community	2001	1	0	0
13825	San Jose Water Co , Montevina	2016	1	0	NA
15458	City of Pinole Fire	2003	1	0	NA
17461	City of Redwood City	2012	1	0	NA
19090	San Francisco Public Utilities Commission	2010	1	NA	NA
19405	Fairfield Fire Department - Station 37	2009	1	0	NA
20663	City of Cupertino	2012	1	NA	NA

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106562	Fuel 24:7 @ Miller Ave	2021	1	0.01	NA
201699	Microsoft Corporation	2019	1	0	NA
201727	SFPUC - Yerba Buena Island	2022	1	0	NA
202626	Page Street Studios	2022	1	0	NA
200600	Sewerage Agency of Southern Marin	2017	0.99	0	NA
200502	Fortinet	2017	0.97	0	NA
21041	City of Santa Rosa	2023	0.96	0	NA
2227	Mills Peninsula Medical Center	2009	0.95	0	NA
21978	Meta Platforms, Inc. - FRE 126	2013	0.95	0	NA
20196	CPF B Tenant, LLC/Cavallo Point Lodge	2010	0.94	0	NA
24972	Genomic Health, Inc	2009	0.91	0	NA
1464	Acme Fill Corporation	1991	0.9	0.09	NA
2039	Potrero Hills Landfill, Inc	1991	0.9	0.09	NA
2246	Waste Management of Alameda County	1991	0.9	0.09	NA
2266	Browning-Ferris Industries of CA Inc	1991	0.9	0.09	NA
3464	City of Santa Clara	1991	0.9	0.09	NA
5498	Randall-Bold Water Treatment Plant	2010	0.9	0	NA
9013	International Disposal Corp of CA	1991	0.9	0.09	NA
11247	Clover Flat Resource & Recovery Park	1991	0.9	0.09	NA
13197	Town of Discovery Bay	2001	0.9	NA	NA
14316	Judicial Council of California, JCC 48-A1	2010	0.9	0	NA
19127	Parkmerced Investors LLC	2008	0.9	0	NA
19817	County of Marin, MER, Bolinas	2008	0.9	0	NA
24270	Sutter Bay Hospitals dba Alta Bates Summit Med Ctr	1994	0.9	0.02	NA
200628	City of Union City	2017	0.9	0	NA
202654	Alexza Pharmaceuticals	2022	0.9	0	NA
19187	Walnut Creek Endoscopy & Surgery Center	2008	0.88	0	NA
21916	The Maude & Mathilda R&D c/o Kilroy Realty L P	2013	0.87	0	NA

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202646	Oakland 11	2022	0.86	o	NA
15906	1035 Market Street	2004	0.85	o	NA
24317	Planetary Ventures	2019	0.85	o	NA
20515	Santa Clara Unified School District	2021	0.84	o	NA
13949	Amazon.com Services LLC - DSJg	2002	0.83	NA	NA
24096	Pacific Oak SOR 353 Sacramento St, LLC	2021	0.83	o	NA
202661	Iron Ox GH1X	2022	0.82	o	NA
202718	Extra Space Storage	2022	0.82	o	NA
20461	The Pyramid Center	2017	0.81	o	NA
15507	Point Richmond R & D Associates	2007	0.8	o	NA
22305	UE-00101CA, LLC	2014	0.8	0.01	o
22938	Visual Concepts Entertainment	2015	0.8	o	NA
24187	Shimmick/Danny's Joint Venture	2019	0.8	NA	NA
111362	Fast Gas & Mini Mart	2021	0.8	o	NA
4007	Central Contra Costa Sanitary District	2021	0.79	o	o
23815	Pacific Park Plaza Homeowner Assoc	2017	0.79	0.01	NA
202660	Peninsula Innovation Point	2022	0.79	o	NA
202803	GI ETS Hayward LLC	2022	0.79	o	NA
21046	City of Santa Rosa	2023	0.77	o	NA
200744	Fremont Bank Livermore Operations	2021	0.75	o	NA
25149	Google Caribbean	2022	0.74	o	0.01
202163	Bionova Scientic Inc.	2023	0.74	o	0.37
200461	New Cingular Wireless PCS, LLC dba AT&T Mobility	2017	0.73	o	NA
23817	Matheson Tri-Gas, Inc	2017	0.71	o	NA
13589	Pacific Bell	2006	0.7	NA	NA
13742	East Bay Municipal Utility Dist	2005	0.7	o	NA
14475	City of Burlingame	2012	0.7	o	NA
18136	Russell City Energy Co, LLC	2007	0.7	0.01	0.02

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22277	Union Investment Real Estate GmbH	2007	0.7	o	NA
200845	IKEA	2018	0.7	o	NA
203149	2460 Embarcadero	2024	0.7	o	NA
202759	BRE-BMR 5555 Hollis Street LP	2023	0.68	o	o
200373	Calico Laboratories	2016	0.66	o	NA
202495	Genesis Marina	2022	0.65	o	0.01
7421	Pacific Bell	2002	0.6	NA	NA
17428	Quadrus Sand Hill, LLC	2005	0.6	NA	NA
201704	NFD - Station 64	2019	0.6	o	NA
21047	City of Santa Rosa	2023	0.59	o	NA
23682	Elixir Medical Corporation	2016	0.59	o	NA
111299	Mobile Gas N Car Wash	2022	0.59	0.01	NA
201401	AP3-SF3 CT NORTH LLC	2018	0.59	o	NA
21183	City of Santa Rosa	2023	0.58	o	NA
201882	ARE-San Francisco No. 65, LLC	2020	0.57	o	NA
201964	Terreno Morton LLC	2023	0.57	o	NA
202031	Palmaz Vineyards	2022	0.56	o	NA
200693	Amtrak	2023	0.54	o	NA
25115	Foundry 31 LLC	2022	0.53	o	o
202606	Twelve Benefit Corporation	2022	0.53	o	NA
14950	Frontier California	2009	0.52	o	NA
23131	Sutter Health-CPMC VNC	2015	0.52	o	NA
202749	Vaxart, Inc.	2022	0.52	o	NA
201879	7380 Morton	2020	0.51	o	NA
2885	Union Sanitary Dist, Newark PS	2007	0.5	NA	NA
21192	City of Dublin/Public Works	2012	0.5	o	NA
23557	New Cingular Wireless PCS dba AT&T Mobility	2016	0.5	NA	NA
23274	OnTrac Logistics, Inc	2016	0.49	o	NA

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202056	FedEx Freight Livermore	2020	0.49	o	NA
25102	Uptown Broadway LLC	2016	0.47	o	NA
25137	921 Howard	2022	0.47	o	NA
202361	Charles M. Schulz - Sonoma County Airport	2022	0.47	o	o
202454	Eat Just - Tenant Improvement	2022	0.47	o	NA
202695	Synthego Corporation	2022	0.45	o	NA
201469	OLE Health South Napa Campus	2018	0.43	o	NA
18451	Catholic Cathedral Corporation of the East Bay	2007	0.4	o	NA
20838	New Cingular Wireless dba AT&T Mobility	2015	0.4	o	NA
22058	KRE 1221 Broadway Owners LLC	2001	0.4	o	NA
200347	1500 N California Blvd LLC	2016	0.4	o	NA
13986	City of Santa Rosa Utilities Dept	2023	0.38	o	NA
13987	City of Santa Rosa Utilities Dept	2023	0.38	o	NA
21868	Chappellet Winery	2013	0.37	o	NA
202532	1600 Harbor Bay Parkway	2022	0.37	o	NA
202965	AT&T - FA10088156 - Hwy 101 - Lincoln	2023	0.37	o	NA
201737	Marcassin Wine	2019	0.36	o	NA
202399	Mitel Technologies Inc	2022	0.35	o	NA
18807	California Highway Patrol, Cordelia Insp Facility	2014	0.32	o	NA
202551	Amazon.com Services LLC - DFO3	2023	0.32	o	NA
202785	PR Clawiter Hayward, LLC	2022	0.31	o	NA
907	Central Contra Costa Sanitary District	2012	0.3	o	NA
10327	Sutter Bay Hospitals dba Mills-Peninsula Health	2010	0.3	o	NA
18587	UC Hastings School of the Law	2019	0.3	NA	NA
22317	Thermo Fisher Scientific	2014	0.3	NA	NA
24925	BioSquare Silicon Valley	2021	0.3	o	NA
202136	BCDPF Bay Area Commerce Center Lease Management LLC	2022	0.3	o	NA
202891	West 10 Warehouse	2023	0.3	o	NA

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17710	3E Company/Regulatory Dept c/o Home Depot #6603	2023	0.29	0	NA
202900	T-Mobile - BA62062S	2023	0.29	0	NA
201796	Prologis 6 Livermore	2019	0.28	0	NA
202008	City of Newark	2020	0.27	0	NA
24297	MCREF Rincon Hill, LLC	2019	0.26	0	NA
24427	EPZ, Inc	2024	0.26	0.35	0.53
14024	San Ramon Valley Fire District - Station #34	2024	0.25	0	0
4863	Pleasant Hill Cemetery	2016	0.22	0.02	0.45
14991	Donald Von Raesfeld Power Plant	2002	0.2	0.2	0.4
22144	Irvine Company Office Properties	2013	0.2	0	NA
203017	Fairfield Industrial Center	2023	0.2	0	NA
25092	Photop Technologies, Inc	2022	0.19	0	0.08
24068	Pacific Oak SOR II Oakland City Center LLC	2023	0.18	0	NA
24596	SKS/ Prado 2130 Third Street, LLC	2020	0.17	0	NA
24876	Eurofins Infinity Laboratory Group, Inc	2022	0.17	0	NA
24713	CCSF-TC & FSD	2020	0.15	0	NA
202775	Nutcracker Therapeutics	2022	0.14	0	NA
202974	24493 Clawiter Road	2023	0.14	0	NA
202837	300 Kansas Building	2023	0.13	0	NA
13884	Delta Diablo Sanitation District	2022	0.11	0	NA
203011	Robert Mondavi Winery, Red barn	2023	0.11	0	NA
16955	City of Santa Rosa Utilities Dept	2005	0.1	NA	NA
18177	Sonoma County Sheriff's Office	2007	0.1	0	NA
100768	Silver Oak Cellars	2018	0.1	NA	NA
202858	531 Bryant Street	2023	0.09	0	NA
25133	Antora Energy	2022	0.06	0.27	0.07
201943	Caltrans - Devil's Slide	2020	0.04	0	NA
20432	Ameresco Vasco Road LLC	2014	0.03	0.3	0.99

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25127	Poplar Avenue Pump Station	2022	0.03	0	0
24235	MRL San Francisco, LLC	2019	0.02	0	0.96

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Table A-2. Facilities with Approved HRAs Ordered by Non-Cancer Risk

FACILITY NUMBER	FACILITY NAME	HRA YEAR	Cancer Risk (Chances in a million)	Chronic HI	Acute HI
23204	United Natural Foods Inc (UNFI)	2016	9.99	1	NA
23554	Santa Clara Valley Transportation Authority	2016	9.99	1	NA
200385	SF Police Credit Union	2016	9.99	1	NA
200460	Meadowood Resort	2016	9.99	1	NA
200909	Partnership Health Plan of California	2018	9.99	1	NA
201183	Alexander Station Apartments	2018	9.99	1	NA
23612	City Hall - City of San Ramon	2016	9.99	0.99	NA
2320	Oak View Memorial Park	2016	4.7	0.99	0.74
20905	S E Combined Services of California	2017	3	0.98	0.89
450	Veterans Administration Medical Center	2011	9.9	0.9	NA
1275	Novato Sanitary District	2009	9.9	0.9	NA
1785	Children's Hospital, Oakland	2012	9.9	0.9	NA
3711	Sutter Health Eden Medical Center	2010	9.9	0.9	NA
14039	Contra Costa Water District	2019	9.9	0.9	NA
14944	City of Palo Alto	2019	9.9	0.9	NA
15464	Pixar Animation Studios	2009	9.9	0.9	NA
15504	Kaiser Santa Rosa Medical Office, Bldg #4	2019	9.9	0.9	NA
15529	City of Sunnyvale - DPS -164-0 & 165-0	2019	9.9	0.9	NA
15592	SFPUC Sunol Valley Chloramination Facility & Alameda Portal	2010	9.9	0.9	NA
16043	City of Santa Rosa Subregional Utilities	2019	9.9	0.9	NA
17154	City of Milpitas	2016	9.9	0.9	NA
18769	Jay Paul Company	2019	9.9	0.9	NA
19442	Sequoia Union High School District	2018	9.9	0.9	NA
19779	Alameda County Public Works Agency	2009	9.9	0.9	NA

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20208	Coastside County Water District	2010	9.9	0.9	NA
20324	Judicial Council of California, CC 43-B2	2002	9.9	0.9	NA
20536	Lucid USA Inc	2019	9.9	0.9	NA
20968	Guardant Health Inc.	2019	9.9	0.9	NA
21043	City of Santa Rosa	2019	9.9	0.9	NA
21615	City & County of SF (Real Estate Div)	2019	9.9	0.9	NA
22350	Gamble Family Vineyards	2014	9.9	0.9	NA
22445	City of Pacifica Water Recycling/Wastewater Treat	2019	9.9	0.9	NA
22691	Signature Flight Support	2015	9.9	0.9	NA
22751	Google LLC	2011	9.9	0.9	NA
23005	Olive Tree Manor LLC	2015	9.9	0.9	NA
23086	Paraduxx Winery	2015	9.9	0.9	NA
23199	Bergman Residence	2015	9.9	0.9	NA
23444	Silver Springs Networks, Inc	2016	9.9	0.9	NA
23535	Judicial Council of CA, East County Hall Justice	2016	9.9	0.9	NA
23814	PayPal Inc	2019	9.9	0.9	NA
24622	San Francisco Bay Area Rapid Transit District	2018	9.9	0.9	NA
200240	Costco Gasoline #1267	2014	9.9	0.9	NA
200419	150 Independence	2016	9.9	0.9	NA
200431	Seed Testing Real Estate II	2019	9.9	0.9	NA
200471	Frito Lay, Inc.	2017	9.9	0.9	NA
200678	Jackson Family Wines	2017	9.9	0.9	NA
200784	FN Cellars, Inc.	2019	9.9	0.9	NA
201031	Public Safety Complex - Police Services Building	2019	9.9	0.9	NA
201247	CADE at 13th Vineyard	2020	9.9	0.9	NA
201688	Stonestown Anchor Acquisition, LP	2019	9.9	0.9	NA
201726	O'Brien Estates	2019	9.9	0.9	NA
201736	BH 3500 Mountain Blvd. LLC	2019	9.9	0.9	NA

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201755	Hourglass Winery	2019	9.9	0.9	NA
201781	Ric Forman Residence	2019	9.9	0.9	NA
201793	Santa Clara Valley Transportation Authority	2019	9.9	0.9	NA
201937	Rivers Marie Winery	2020	9.9	0.9	NA
201939	Red Hawk Vineyards	2020	9.9	0.9	NA
202021	BART Berryessa Station	2016	9.9	0.9	NA
12916	Cisco System	2004	9.8	0.9	o
15253	Oracle Corporation	2011	9.8	0.9	NA
17347	College of San Mateo	2007	9.6	0.9	NA
3670	Kaiser Foundation Hospital	2007	9.5	0.9	NA
16441	City of Hayward Department of Public Works	2005	9.1	0.9	NA
18971	UCSF/CPFM	2008	8.4	0.9	NA
19325	Swissport Fueling, Inc	2011	8.1	0.9	NA
15982	Google LLC	2012	8	0.9	NA
25055	USS-UPI, LLC	1994	8	0.9	NA
19060	Hosting Com	2009	7.4	0.9	NA
17769	T5@Silicon Valley, LP	2010	7.2	0.9	NA
453	Good Samaritan Hospital	2005	6.7	0.9	NA
2172	Office of The Sheriff	2006	6.7	0.9	NA
15292	IKEA California LLC	2003	6.6	0.9	NA
13515	AT&T	2006	6.3	0.9	o
23984	4700 Old Ironsides Drive LLC	2003	5.6	0.9	NA
23622	Vision Recycling Benicia	2002	5	0.9	NA
16200	The Gymboree Corporation	2004	4.9	0.9	NA
20702	Toyama Technology Partners LLC	2008	4.6	0.9	NA
12197	United Airlines, Inc	2004	4.5	0.9	o
1082	Queen of the Valley Medical Center	2010	4.3	0.9	NA
2440	Sequoia Hospital / Dignity Health	2011	4.3	0.9	NA

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9183	Napa-Vallejo Waste Management Authority	2003	3.6	0.9	NA
19162	BMR-Pacific Research Center, LP	2003	3.1	0.9	NA
14484	Pacific Bell	2002	3	0.9	0
6390	Evergreen Cemetery	2008	2.5	0.9	NA
3887	San Mateo Medical Center	2007	2.4	0.9	NA
15653	The Home Depot Store #1076	2005	2.4	0.9	NA
13923	Pacific Bell Corporation	2003	2.1	0.9	0
4134	Irvington Memorial Cemetery	2006	2	0.9	NA
13062	Sysco San Francisco, Inc	2001	1.7	0.9	0
3273	Pacific Union College	2004	1.5	0.9	NA
16411	City of Alameda / Public Works Dept	2007	1.4	0.9	NA
16185	City of Belmont	2004	1.3	0.9	NA
16795	Westfield San Francisco Center	2005	1.2	0.9	NA
2025	University of San Francisco	2012	1.1	0.9	NA
24089	TransMontaigne Operating LP	2006	1.1	0.9	NA
24313	Impact Transportation, LLC	2019		0.8	0.7
20139	Potrero Hills Energy Producers, LLC	2011	2.9	0.78	0.98
21775	Central Concrete Supply Inc	2017	5.43	0.76	0.09
21539	Golden State Pet Cremation	2013	9.99	0.7	0.3
21298	Flintstone Enterprises DBA Forever My Pet	2012	9.8	0.6	0.1
2932	Cypress Lawn Cemetery Association	2014	3.4	0.6	0.99
22474	Argent Materials Inc	2023	1.5	0.54	0.01
2478	UCSF/Parnassus	1992	7.1	0.5	NA
2315	Duggan's Mission Chapel	2019	3.2	0.5	0.55
24828	Zayo Group, LLC	2023	5.9	0.46	NA
5095	Vasco Road Landfill	1991	4	0.44	NA
617	Palo Alto Regional Water Quality Control Plant	1989	8	0.42	NA
1228	Sonoma County Water Agency	2006	7.1	0.4	NA

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4618	Keller Canyon Landfill Company	2006	9.8	0.37	NA
24427	EPZ, Inc	2024	0.26	0.35	0.53
20023	Sunset Retoria	2010	3.4	0.31	0.75
14628	Tesoro Refining & Marketing Company, LLC	1995	6.9	0.3	NA
20432	Ameresco Vasco Road LLC	2014	0.03	0.3	0.99
25133	Antora Energy	2022	0.06	0.27	0.07
3576	Catholic Cremation Services	2006	6.2	0.24	0.11
1179	Redwood Landfill Inc	2010	8.2	0.23	NA
22835	Valley Pet Loss Center / VetrCare	2015	8	0.21	NA
111956	National Petroleum Sunnyvale	2023	1.7	0.21	0.39
14991	Donald Von Raesfeld Power Plant	2002	0.2	0.2	0.4
24752	Advanced IPM	2022		0.19	
24380	Corteva Agriscience - Pittsburg Operations	2001	5.2	0.18	NA
21359	Phillips 66 Company - San Francisco Refinery	1990	8.4	0.13	NA
5876	South San Francisco-San Bruno Water Quality Plant	1989	3.4	0.13	NA
17	Lehigh Southwest Cement Company	2011	9.1	0.12	NA
10913	HASA Inc	2023		0.12	0.01
100340	Costco Wholesale #132	2019	9.99	0.11	NA
2066	Waste Management of Alameda County	2012	7.9	0.11	NA
51	United Airlines, Inc	1989	3.4	0.11	NA
24914	Mainspring Energy, Inc.	2021	1.21	0.11	0.84
14240	SFPUC Baden Pump Station	2005	9.9	0.1	0
25011	San Mateo County Office of Education	2022	9.9	0.1	NA
200894	Aloft Hotel	2018	9.9	0.1	NA
201797	M2 Apartments	2020	9.9	0.1	NA
201885	SUNRISE VILLA SONOMA	2020	9.9	0.1	NA
201984	Fontanella Family Winery	2021	9.9	0.1	NA
202156	Align Technology - Bldg. 3	2021	9.9	0.1	NA

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202176	ZENNI OPTICAL	2021	9.9	0.1	NA
202534	47071 Bayside Parkway	2022	9.9	0.1	NA
202629	Villa del Lago Winery	2022	9.9	0.1	NA
202676	Custom Name Goods, LLC	2022	9.9	0.1	NA
227	Shell Catalysts & Technologies	1993	1.4	0.1	NA
1753	John Muir Health - Concord Campus	2012	9.9	0.09	0.03
14924	Chabot Community College	2022	9.9	0.09	NA
17130	A Memorial Service LLC, dba Animal Memorial Svcs	2008	9.6	0.09	0.5
12728	Waste Management Inc	2022	5.9	0.09	NA
1464	Acme Fill Corporation	1991	0.9	0.09	NA
2039	Potrero Hills Landfill, Inc	1991	0.9	0.09	NA
2246	Waste Management of Alameda County	1991	0.9	0.09	NA
2266	Browning-Ferris Industries of CA Inc	1991	0.9	0.09	NA
3464	City of Santa Clara	1991	0.9	0.09	NA
9013	International Disposal Corp of CA	1991	0.9	0.09	NA
11247	Clover Flat Resource & Recovery Park	1991	0.9	0.09	NA
100563	Costco Gasoline #663	2019	9.6	0.07	NA
591	East Bay Municipal Utility District	1991	8	0.06	NA
9536	Truck-Rail Handling Inc	2022	9.7	0.04	0.13
255	Lawrence Livermore National Laboratory	1989	7.7	0.04	NA
111724	ARCO AM/PM	2022	7.2	0.04	NA
202111	Circle K - Napa Junction	2021	6.8	0.04	NA
15949	Fernwood	2005	1.3	0.04	NA
12958	Los Gatos Memorial Park	2024	1.1	0.04	0.23
1209	Union Sanitary District	1989	4	0.03	NA
112497	Mash Gas & Food Orinda	2021	3.84	0.03	NA
20228	Amazon Data Services, Inc	2014	2.9	0.03	NA
19931	K2 Pure Solutions Nocal, LP	2009	2.2	0.03	0.38

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24188	Lyten	2020	1.6	0.03	0.97
14000	Lake Berryessa Resort Improvement District	2005	9.76	0.02	NA
20295	Vantage Data Centers Management Co , LLC	2023	9.5	0.02	0.09
12626	Valero Refining Company - California	1991	9.1	0.02	0
24726	Martinez Refining Company LLC	1990	9	0.02	NA
10	Chevron Products Company	1990	8	0.02	NA
112124	Costco Wholesale # 1061	2009	8	0.02	NA
21646	Guide Dogs for the Blind, Inc	2018	7.2	0.02	NA
1403	Santa Rosa Water - Laguna Treatment Plant	2012	5.1	0.02	NA
100369	Chevron Gas Station	2021	3.83	0.02	NA
111081	505 Petroleum INC	2021	3.8	0.02	NA
112321	APRO, LLC dba United Pacific #5440	2021	2.77	0.02	NA
55	Lockheed Martin Corporation	1990	2	0.02	NA
24270	Sutter Bay Hospitals dba Alta Bates Summit Med Ctr	1994	0.9	0.02	NA
4863	Pleasant Hill Cemetery	2016	0.22	0.02	0.45
19597	San Francisco Hall of Justice	2009	10	0.01	NA
17460	City of Santa Rosa Utilities Department Station 9	2006	9.99	0.01	NA
17898	New San Francisco Federal Building	2006	9.99	0.01	NA
20249	Vallejo Sanitation & Flood Control Dist	2010	9.99	0.01	NA
20574	Digital Realty	2014	9.99	0.01	NA
22788	East Bay Municipal Utility District	2014	9.99	0.01	NA
24059	Phoenix Data Center Leasehold LLC	2005	9.99	0.01	NA
22268	Nor-Cal Rock Inc	2014	9.98	0.01	NA
17156	City of Milpitas	2010	9.97	0.01	NA
17771	Verizon Wireless (Sunnyvale MSC)	2007	9.97	0.01	NA
13480	Pacific Bell	2008	9.92	0.01	NA
22623	Cologix, Inc. SV1	2016	9.91	0.01	NA
7420	New Cingular Wireless dba AT&T Mobility	2016	9.9	0.01	NA

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14814	Pacific Bell	2002	9.9	0.01	NA
18192	Minaris Regenerative Medicine	2007	9.9	0.01	NA
18239	CoreSite	2007	9.9	0.01	NA
18557	John Muir Health	2007	9.9	0.01	NA
18959	Verizon Wireless (Bollinas)	2008	9.9	0.01	NA
19285	Campus for Jewish Life	2008	9.9	0.01	NA
200504	350 Bush	2017	9.9	0.01	NA
201289	Meyer Corporation	2019	9.9	0.01	NA
201503	UC Davis Oakville Station	2019	9.9	0.01	NA
201605	Duffy's Napa Valley Rehab	2019	9.9	0.01	NA
201735	San Rafael Public Safety Center	2019	9.9	0.01	NA
19019	Sonoma Police Department	2010	9.87	0.01	NA
13467	Pacific Bell	2005	9.8	0.01	NA
16234	County of Sonoma Juvenile Justice Center	2004	9.8	0.01	NA
16930	San Mateo County Youth Services Center	2005	9.8	0.01	NA
17290	City of Richmond (McDonald Ave S a)	2006	9.8	0.01	NA
18801	Xeres Ventures, LP (SC1)	2016	9.8	0.01	NA
22375	Amazon Data Services, Inc.	2015	9.8	0.01	NA
13160	University of California SF	2012	9.7	0.01	o
18067	Sanitary District No 2 of Marin County	2007	9.7	0.01	NA
18169	Woodside Fire Station #19	2007	9.7	0.01	NA
20248	SOF-XI WFO Harrison Owner, LLC c/o Cushman Wakefield	2016	9.7	0.01	NA
12946	Level 3 Communications Inc	2002	9.6	0.01	NA
19330	ARE - East Jamie Court, LLC	2011	9.5	0.01	NA
21361	University of the Pacific	2006	9.5	0.01	NA
23476	Boston Properties	2016	9.5	0.01	NA
23683	NGM Biopharmaceuticals, Inc	2009	9.5	0.01	NA
202583	Ultragenyx Pharmaceuticals, Inc	2022	9.5	0.01	NA

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20586	Digital 720 2nd LLC	2007	9.45	0.01	NA
17546	Camino Medical Group-ASC Building	2006	9.4	0.01	NA
200760	Golden Cajun, LLC	2018	9.4	0.01	NA
18227	City of Gilroy	2007	9.3	0.01	NA
19131	City of Sebastopol	2009	9.2	0.01	NA
19236	County of Marin	2008	9.2	0.01	NA
20611	EQUINIX-SV8	2014	9.2	0.01	NA
19403	USPS San Mateo Information Technology and Acct Svc	2010	9	0.01	NA
22523	Canyon Ranch Wellness Retreat	2009	8.93	0.01	NA
14092	Pacific Bell Corporation	2002	8.9	0.01	0
22420	Restoration Management Company	2014	8.7	0.01	NA
13711	Pacific Bell Corp dba AT&T CA	2002	8.5	0.01	0
20370	1101 Space Park Partners, LLC	2022	8.33	0.01	0
20163	Zoetis, Inc.	2010	8.3	0.01	NA
23544	HCP BTC LLC	2009	8.3	0.01	NA
12848	David Grant Medical Center	2012	7.8	0.01	0
13485	AT&T	2008	7.8	0.01	NA
19966	San Francisco Unified School Dist (SFUSD)	2010	7.8	0.01	NA
11764	Bay Area Rapid Transit District	2012	7.7	0.01	NA
24374	China Mobile International Infrastructural (US1)	2021	7.37	0.01	NA
201462	Biomed Realty Gateway of Pacific	2018	7.1	0.01	NA
14691	Verizon Wireless Pleasanton Switch	2003	7	0.01	NA
15935	Comcast of California/Colorado/Texas/Washington	2023	7	0.01	NA
24072	CBRE	2004	7	0.01	NA
21024	EdgeConneX Silicon Valley Holdings, LLC	2017	6.7	0.01	NA
8175	The Home Depot Store #0643	2010	6.6	0.01	NA
1067	Oro Loma Sanitary District	1989	3.8	0.01	NA
22839	Apple, Inc	2015	3	0.01	0.06

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111713	Costco Gasoline #1004	2006	2.7	0.01	NA
13399	KLA Corporation	2012	2.5	0.01	0
17657	Lodi Gas Storage LLC	2008	2.4	0.01	0.03
22380	City of Brentwood	2014	2	0.01	NA
100447	B & C Gas Mini Mart	2022	1.9	0.01	NA
24541	San Francisco Recreation & Park Department	2022	1.6	0.01	0.96
109105	Rotten Robbie #67	2024	1.6	0.01	0.51
111822	Mobil SS# 68171	2023	1.6	0.01	0.84
13289	Los Esteros Critical Energy Facility	2001	1.4	0.01	NA
112573	Kwik Serv	2022	1.3	0.01	NA
85	Western Digital Technologies Inc	1989	1.1	0.01	NA
106562	Fuel 24:7 @ Miller Ave	2021	1	0.01	NA
22305	UE-00101CA, LLC	2014	0.8	0.01	0
23815	Pacific Park Plaza Homeowner Assoc	2017	0.79	0.01	NA
18136	Russell City Energy Co, LLC	2007	0.7	0.01	0.02
111299	Mobile Gas N Car Wash	2022	0.59	0.01	NA
13348	Medtronic Vascular	2019	9.99	0	NA
13984	City of Santa Rosa Utilities Dept	2015	9.99	0	NA
22740	Las Gallinas Valley Sanitary District	2015	9.99	0	NA
23068	Alvins Corner at Penny Lane	2015	9.99	0	NA
202088	Westport Office Park, LLC	2023	9.99	0	NA
16422	City of San Jose, SBWRP	2004	9.93	0	NA
3167	Pacific Gas and Electric Company	2021	9.9	0	NA
8998	West Valley Community College	2011	9.9	0	NA
10742	John Muir Medical Center	2022	9.9	0	NA
13104	Vallejo Sanitation & Flood Control Dist	2023	9.9	0	NA
13410	Pacific Bell Corporation	2001	9.9	0	NA
13487	Pacific Bell	2004	9.9	0	NA

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14139	Contra Costa County	2022	9.9	0	NA
14548	Montara Sanitary District	2021	9.9	0	NA
14809	Federal Aviation Administration	2023	9.9	0	NA
14812	City of Vallejo Water Division	2002	9.9	0	NA
19805	SJW Vickery Av Station	2020	9.9	0	NA
19939	Napa Sanitation District	2021	9.9	0	NA
20286	Palo Alto Unified School Distric	2016	9.9	0	NA
21040	City of Santa Rosa	2023	9.9	0	NA
21436	Ghirardelli Square	2023	9.9	0	NA
22190	California Water Service Company	2014	9.9	0	NA
22580	DJONT/CMB SSF LLC(dba Embassy Suites SF Airpt	2022	9.9	0	NA
22649	Caltrans	2017	9.9	0	NA
23190	Healthpeak Properties, Inc. c/o CBRE	2015	9.9	0	NA
23398	Film Werks International	2016	9.9	0	NA
23427	FN Cellars, Inc.	2023	9.9	0	NA
23515	Google LLC	2020	9.9	0	NA
23528	Brand Winery	2016	9.9	0	NA
24787	T-C 55 Second Street LLC	2002	9.9	0	NA
200359	O'Farrell Senior Housing Inc	2016	9.9	0	NA
200389	Gateway 80 Owner LP	2016	9.9	0	NA
200394	1450 Franklin Street Owners Association	2016	9.9	0	NA
200662	Shafer Vineyards	2020	9.9	0	NA
201021	Groth Vineyards	2019	9.9	0	NA
201314	Theorem Winery	2018	9.9	0	NA
201316	Hundred Acre Wine Group - St. Helena	2019	9.9	0	NA
201322	Pink Sunset	2021	9.9	0	NA
201588	Four Points by Sheraton San Rafael	2019	9.9	0	NA
201672	One Hope Winery	2019	9.9	0	NA

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201679	Santa Rosa Junior College	2019	9.9	0	NA
201767	Outpost Wines	2019	9.9	0	NA
201789	Auberge du Soleil	2020	9.9	0	NA
201804	Real Social Good Investments	2020	9.9	0	NA
201872	CBRE	2020	9.9	0	NA
201891	Realm Cellars	2020	9.9	0	NA
201934	Grgich Hills Estate Residence	2022	9.9	0	NA
201972	Hamel Family Wines	2020	9.9	0	NA
202016	Facebook, Inc.	2020	9.9	0	NA
202162	1020 Atlantic	2021	9.9	0	NA
202178	IF - 85th	2021	9.9	0	NA
202258	Enovix	2021	9.9	0	NA
202375	WWCMC	2023	9.9	0	NA
202453	AUXILARY WATER SUPPLY SYSTEM PUMPING STATION #2	2022	9.9	0	NA
202457	Altitude Apartments	2021	9.9	0	NA
202478	Spirit Rock Meditation Center	2021	9.9	0	NA
202586	Bonness Ranch	2022	9.9	0	NA
202587	J Ranch	2022	9.9	0	NA
202675	VCA Animal Care Center	2022	9.9	0	NA
202755	Duke Realty Fremont Blvd. LP C/O Prologis	2022	9.9	0	NA
202843	999 Baker Way	2023	9.9	0	NA
202919	Zoox Inc	2022	9.9	0	NA
202931	Napa Ranch	2023	9.9	0	NA
202941	Amador Bioscience	2023	9.9	0	NA
203064	Sleepy Hollow Elementary School	2023	9.9	0	NA
203293	Reverie II Winery	2023	9.9	0	NA
212207	PRIDE MOUNTAIN VINEYARDS, LLC	2022	9.9	0	NA
212447	Honig Vineyard & Winery	2023	9.9	0	NA

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20537	Department of Transportation	2010	9.8	0	NA
200629	The Austin Owners Association	2017	9.8	0	NA
21039	City of Santa Rosa	2023	9.7	0	NA
23216	Hudson Skyport Plaza, LLC	2003	9.7	0	NA
200691	41 Tehama, LP	2017	9.7	0	NA
202380	Jefferson Street Hotel LLC	2022	9.7	0	NA
13985	City of Santa Rosa Utilities Dept	2015	9.6	0	NA
20685	Ariba	2011	9.6	0	NA
22990	Davis Estates Winery	2015	9.6	0	NA
200343	California Water Service Co.	2016	9.4	0	NA
1941	Sonoma Developmental Center	1990	9	0	NA
20214	Soiland Co , Inc	2020	9	0	NA
1462	Veterans Administration Medical Center	2012	8.9	0	NA
21251	1080 Sutter Owners Association c/o Action Property Mngmt	2012	8.8	0	NA
23565	Lucile Packard Children's Hospital Stanford	2007	8.8	0	NA
23812	Maxar Space LLC (Bldg 60)	2024	8.8	0	0.03
200477	T8 Urban Housing Associates, LLC, c/o Related Companies	2017	8.8	0	NA
21843	CordeValle Resort	2013	8.7	0	NA
15999	Frank Family Vineyards	2019	8.5	0	NA
13290	City of San Jose Public Works Fleet Management	2006	8.45	0	NA
770	Travis AFB	2012	8.4	0	NA
18292	Paradise Valley Estates	2007	8.4	0	NA
202372	Amazon.com Services LLC - TCYg	2023	8.4	0	NA
1430	Nazareth House of San Rafael	2013	8.3	0	NA
201981	Allogene Therapeutics	2020	8.3	0	NA
202249	SpectraSite Communications, LLC	2021	8.3	0	NA
15278	Wareham Development	2012	8.1	0	NA
20570	Graton Fire Protection District	2011	8.1	0	NA

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20714	PMI Plaza LLC	2007	8.1	0	NA
22974	Stack Infrastructure	2014	8.1	0	NA
4020	SFPP, LP	1989	8	0	NA
12596	National Park Service	2011	8	0	NA
24260	Micron Technology, Inc	2009	7.9	0	NA
202012	Marciano Winery	2020	7.9	0	NA
202217	City of Santa Rosa - Sewer Lift Station #1	2021	7.9	0	NA
22546	181 Fremont LLC	2015	7.87	0	NA
17405	One Rincon Hill Association	2006	7.8	0	NA
200679	Stanford Redwood City Operations	2018	7.8	0	NA
19268	FibroGen	2009	7.7	0	NA
23016	Healthpeak Properties, HCP Oyster Point III LLC	2017	7.5	0	NA
3974	San Francisco General Hospital	2010	7.4	0	NA
200573	Lodgeworks	2017	7.4	0	NA
20637	Boehringer Ingelheim Fremont Inc	2007	7.3	0	NA
475	Santa Clara Valley Health & Hospital System	2012	7.2	0	NA
22403	Google LLC	2017	7.2	0	NA
23902	EQUINIX INC SV14-SV17	2015	7.2	0	NA
200351	Illumina Inc	2016	7.1	0	NA
201897	Viamonte Senior Living 1, Inc.	2020	7.1	0	NA
1529	Kaiser Permanente Medical Center	2011	7	0	NA
15565	Western Digital Technologies	2012	7	0	NA
18411	Sutter Health Enterprise Data Center dba Palo Alto Medical Fndn	2016	6.9	0	NA
20009	Hayward Point Eden Business Center	2010	6.9	0	NA
19670	The Meadows of Napa Valley	2017	6.8	0	NA
20555	Mercy Housing California	2011	6.8	0	NA
200776	Kodiak Sciences, Inc.	2017	6.8	0	NA
14611	California Water Service Company	2018	6.7	0	NA

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16127	Pacific Bell (dba: AT&T CA)	2007	6.7	0	NA
201560	Related California	2019	6.7	0	NA
20985	Sunny View Retirement Community	2019	6.6	0	NA
201620	SJSC Properties LLC	2019	6.6	0	NA
7519	Pacific Bell	2012	6.4	0	NA
17351	Napa Berryessa Resort Improvement District	2007	6.3	0	NA
22353	Sheriff's Office, County of San Mateo	2014	6.3	0	NA
202077	GI TC Perry Park LLC	2020	6.3	0	NA
19980	Whipple Road Portfolio, LLC	2009	6.2	0	NA
19778	Alameda County Public Works Agency	2023	6.17	0	NA
20897	Bristol-Myers Squibb	2012	6.15	0	NA
2531	St Joseph Health N CA, dba Santa Rosa Mem Hospital	1990	6	0	NA
23178	Downtown RWC RES, LLC	2014	6	0	NA
200566	Menlo Gateway Hotel	2017	6	0	NA
202665	Kaiser Foundation Health Plan - Project Genetics Lab	2022	6	0	NA
14064	Central Contra Costa Sanitary District - Maltby Pump Station	2023	5.9	0	NA
17742	The Home Depot Store #6677	2023	5.9	0	NA
22634	Madrone Owner's Association	2011	5.9	0	NA
22744	City of Richmond WPC (Ferry Point Lift Station)	2024	5.9	0	NA
23664	BCORE Coleman Owner LLC	2023	5.9	0	NA
202729	207740 - Harbor Bay	2022	5.9	0	NA
22157	Fortinet, Inc	2013	5.89	0	NA
6426	Solano County Transit Operations	2017	5.8	0	NA
17407	Fisher Investments	2005	5.8	0	NA
17976	Byron Bethany Irrigation District	2008	5.8	0	NA
19716	City of San Jose Fire Station # 2 /Accts Payable	2009	5.8	0	NA
111185	Costco Gasoline #778	2004	5.8	0	NA
15959	Comcast of San Leandro, Inc	2023	5.7	0	NA

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22105	The Lodge at Morgan Hill c/o Buckingham Property	2013	5.7	0	NA
23742	Amazon com Services Inc - OAK5	2017	5.7	0	NA
200650	Menlo Park Fire Protection District	2017	5.7	0	NA
13026	Pacific Gas & Electric	2008	5.6	0	NA
19248	Kistler Vineyards	2008	5.6	0	NA
22201	BXP Mission 535 LLC c/o Boston Properties Limited	2014	5.6	0	NA
202203	B Cellars Winery	2022	5.4	0	NA
18039	Cisco Systems Inc	2008	5.3	0	NA
22433	New Cingular Wireless PCS, dba AT&T Mobility	2014	5.2	0	NA
200634	AvalonBay Communities, Inc.	2017	5.2	0	NA
14536	Santa Clara Valley Water District - PWTP	2010	5	0	NA
17326	City of Santa Clara, Park Service Ctr	2021	5	0	NA
22869	Northland Control System	2015	5	0	NA
19472	Northgate Mall	2009	4.9	0	NA
23889	WaveDivision Holdings LLC	2012	4.9	0	NA
202584	City of Alameda - Pump Station #24	2022	4.9	0	NA
21421	San Luis & Delta Mendota Water Authority (SLDMWA)	2012	4.8	0	NA
21812	City of Santa Rosa	2023	4.8	0	NA
24042	Vantage Data Centers Management Co	2023	4.8	0	0.02
200602	City of Napa - Fire Station No. 5	2017	4.8	0	NA
13721	EBMUD, San Pablo Water Treatment Plant	2020	4.7	0	NA
19550	Chabot Las Positas CC District	2012	4.7	0	NA
15544	Kaiser Permanente	2013	4.6	0	NA
24097	706 Mission Center Association	2018	4.6	0	NA
200783	Prime Now LLC-USF4	2017	4.6	0	NA
568	San Francisco South East Treatment Plant	1990	4.5	0	NA
13335	San Jose Water Co-3Mile	2012	4.5	0	0
14463	City of Burlingame	2021	4.5	0	NA

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200833	The Grad Student Housing	2019	4.5	0	NA
14419	City of Millbrae	2024	4.4	0	NA
15561	Comcast Cable Corporation	2003	4.4	0	NA
23038	Baxter Healthcare Inc	2013	4.4	0	NA
861	San Mateo Water Quality Control Plant	1989	4.3	0	NA
200563	Toyota Research Institute	2018	4.3	0	NA
12231	City of American Canyon	2021	4.26	0	NA
23132	1634 Pine Street LLC	2015	4.2	0	NA
24652	Zoetis, Inc	2024	4.2	0	o
200664	MTII LLC	2018	4.2	0	NA
202020	META	2018	4.2	0	NA
1502	O'Connor Hospital	2012	4.1	0	NA
13521	Pacific Bell	2006	4.1	0	NA
13598	Comcast	2018	4.1	0	NA
18808	Verizon Wireless (Orwood Tract)	2008	4.1	0	NA
19141	SJC Fuel Company, LLC	2009	4.1	0	NA
23259	Piedmont Gardens	2022	4.1	0	NA
200429	Yotel - SF	2017	4.1	0	NA
14724	Sewerage Agency of Southern Marin	2013	4	0	NA
20999	Lowe's HIW, Inc	2011	4	0	NA
22626	Thermo Fisher Scientific	2002	3.91	0	NA
778	San Jose-Santa Clara Regional Wastewater Facility	1991	3.9	0	NA
23580	One Rincon Tower 2 Association	2014	3.9	0	NA
111933	Costco Gasoline #1042	2008	3.9	0	NA
202121	Impossible Foods - Pilot Plant	2021	3.9	0	NA
25095	SF South Bay Shoreline Reach 1 & 2/3	2022	3.88	0	NA
653	Central Marin Sanitation Agency	1989	3.8	0	NA
3613	St Mary's Medical Center	2012	3.8	0	NA

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200493	CCSF - OCME	2017	3.8	0	NA
200396	Linkedin Corporation	2019	3.7	0	NA
201049	Boehringer-Ingelheim, Fremont	2020	3.7	0	NA
202119	PATC 1810 Embarcadero	2021	3.7	0	NA
2087	St Francis Memorial Hospital	2012	3.6	0	NA
14369	Fisica	2005	3.6	0	NA
22595	Augustine Bowers LLC c/o The Irvine Company LLC	2016	3.6	0	NA
25065	Stanford University-Middle Plaza Office	2022	3.6	0	NA
200406	Coastside County Water District	2016	3.6	0	NA
200407	Coastside County Water District	2017	3.6	0	NA
202071	Westlake Urban Building	2020	3.6	0	NA
202274	Rancho de Calistoga	2022	3.6	0	NA
202641	MedVet Silicon Valley	2022	3.6	0	NA
13528	Pacific Bell	2012	3.5	0	0
17183	Novato Fire District	2005	3.5	0	NA
201378	Four Seasons Resort & Residences Napa Valley	2023	3.5	0	0.72
11431	City of Oakland Public Works Agency	2006	3.4	0	NA
12517	The Presidio Trust	2012	3.4	0	NA
22683	TSMC North America	2014	3.4	0	NA
23706	AXIS HOA	2008	3.4	0	NA
201412	Synopsys Pathline Building 1	2023	3.4	0	NA
202738	Fire Station 16	2022	3.4	0	NA
14825	Federal Aviation Administration	2008	3.3	0	NA
20428	Kaiser Hospital	2010	3.3	0	NA
21612	CCSF - 25VN	2018	3.3	0	NA
25075	Mission Rock Parcel G LLC	2022	3.3	0	0.01
201778	Contra Costa County Administration Building	2020	3.3	0	NA
8679	Kaiser Permanente	2012	3.2	0	NA

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13900	Comcast Communications	2004	3.2	0	NA
19025	City of Fremont Development	2008	3.2	0	NA
19323	555 YVR, LLC	2008	3.2	0	NA
200361	Webster House Health Center	2016	3.2	0	NA
200439	Mosser Company	2017	3.2	0	NA
200652	The Exchange	2018	3.2	0	NA
201782	Elyse Winery	2019	3.2	0	NA
202964	Redwood Bay Biotech	2023	3.2	0	NA
16502	City of Brentwood	2006	3.1	0	NA
17049	Alexandria Real Estate Equities, Inc	2018	3.1	0	NA
18938	City of Palo Alto-San Francisquito Pump Station	2008	3.1	0	NA
19088	Avalon Bay	2008	3.1	0	NA
19170	North Coast County Water District	2008	3.1	0	NA
19898	Menlo Park Portfolio c/o Tarlton Properties	2022	3.1	0	NA
21193	Comcast Cable	2020	3.1	0	NA
23344	First Republic Bank	2016	3.1	0	NA
23586	Bay Alarm-Concord	2016	3.1	0	NA
202290	California Water Service Co. BG Station 7	2021	3.1	0	NA
13556	Pacific Bell	2003	3	0	NA
201384	Pure Storage, Inc.	2018	3	0	NA
201628	Rigetti Computing	2019	3	0	NA
2457	Regional Medical Center of San Jose	2011	2.9	0	NA
13332	Level 3 Communications	2001	2.9	0	NA
18429	Sonoma County Human Services Building	2007	2.9	0	NA
21295	California Hotel	2012	2.9	0	NA
201511	Bay Area Rapid Transit	2018	2.9	0	NA
202327	Longfellow Real Estate Partners	2023	2.9	0	NA
202683	1307 66th, LLC	2022	2.9	0	NA

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3162	Pacific Gas and Electric Company	2002	2.8	0	NA
19102	Verizon Wireless-Fairfield MSC	2008	2.8	0	NA
20504	Las Gallinas Valley Sanitary District	2011	2.8	0	NA
22102	Southern Wine And Spirits	2013	2.8	0	NA
22854	Hillstone Restaurant Group	2015	2.8	0	NA
109899	Costco Wholesale #423	2019	2.8	0	NA
200402	San Jose Water Company	2017	2.8	0	NA
201800	City of Palo Alto	2022	2.8	0	0.01
201806	Amazon USF1 Santa Clara	2019	2.8	0	NA
25206	Apple Inc	2022	2.7	0	0
201406	Residence Inn Berkeley	2021	2.7	0	NA
202870	SJW Mann Station	2023	2.7	0	NA
18486	San Jose Fire Dept	2007	2.6	0	NA
23162	Juniper Hotel Cupertino	2003	2.6	0	NA
24769	Ross Stores	2003	2.6	0	NA
100108	Costco Wholesale #148	2017	2.6	0	NA
200541	Workday	2017	2.6	0	NA
200756	Hampton Inn San Jose	2019	2.6	0	NA
18462	Stanford Medicine Outpatient Center	2008	2.5	0	NA
19558	One Kearny LLC	2009	2.5	0	NA
20079	Pacific Biosciences	2016	2.5	0	NA
22407	Kistler Winery-Tasting Room	2014	2.5	0	NA
23638	Kenwood Fire District	2016	2.5	0	NA
14314	Solano County Facilities	2017	2.4	0	NA
17986	Joseph Phelps Vineyards, LLC	2006	2.4	0	NA
201667	2 West Santa Clara Street	2019	2.4	0	NA
202283	Caymus Suisun Winery	2023	2.4	0	NA
24535	NTT Global Data Centers Americas, Inc	2020	2.31	0	NA

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14775	Level 3 Communications	2002	2.3	0	NA
200915	Hillsdale Shopping Center- North Block	2018	2.3	0	NA
201851	MILTENYI BIOTEC	2020	2.3	0	NA
202104	Azure Acres Recovery Center	2022	2.3	0	NA
202631	1150 Terra Bella	2022	2.3	0	NA
202812	Fire Station 55	2023	2.3	0	NA
202878	1173 Coleman Avenue (B3)	2023	2.3	0	NA
13695	Lowe's HIW, Inc	2002	2.2	0	NA
14964	Wells Fargo Bank	2014	2.2	0	NA
15409	Mattson Technology, Inc	2004	2.2	0	NA
18031	Kaiser Permanente	2012	2.2	0	NA
21051	City of Santa Rosa	2021	2.2	0	NA
22135	S F Bay Area Rapid Transit District	2013	2.2	0	NA
201768	Zeiss Innovation Center California	2020	2.2	0	NA
202826	Fire Station 54	2022	2.2	0	NA
17584	Alexandria Real Estate Equities, Inc	2006	2.1	0	NA
18013	200 Paul Avenue LLC, c/o Digital Realty Trust	2012	2.1	0	NA
19005	Verizon Wireless	2008	2.1	0	NA
19539	CoreSite Real Estate	2024	2.1	0	NA
20775	SYNNEX Corporation	2015	2.1	0	NA
21049	City of Santa Rosa	2023	2.1	0	NA
21370	TransitAmerica Services, Inc	2011	2.1	0	NA
200623	Stonefire Apartments	2017	2.1	0	NA
201165	CoreSite Real Estate 3045 Stender, LP	2024	2.1	0	NA
202356	Pacific Research Center	2023	2.1	0	NA
202592	Ascend Clinical LLC	2022	2.1	0	NA
20588	CSAA Insurance Group	2014	2.09	0	NA
20233	488 Almaden Owner LLC	2007	2	0	NA

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20720	San Francisco Public Utilities Commission	2020	2	0	NA
24421	1500 Space Park Drive LLC	2022	2	0	0.02
202600	30680 Huntwood	2022	2	0	NA
202800	City of Alameda	2023	2	0	NA
15889	Dublin San Ramon Services District	2004	1.96	0	NA
22410	ROMEL 400 SECR, LLC	2013	1.95	0	NA
19470	Westfield Valley Fair	2018	1.9	0	NA
19953	Santa Clara County Fire Dept	2022	1.9	0	NA
22001	FedEx Freight, Inc	2013	1.9	0	NA
22851	222 Second Street Owner, LP	2015	1.9	0	NA
23276	San Leandro Tech Campus	2017	1.9	0	NA
24324	Verb Surgical Inc	2015	1.9	0	NA
203164	Hampton Inn and Suites	2023	1.9	0	NA
19924	The Irvine Company	2010	1.8	0	NA
23653	939 Ellis Street, LLC	2017	1.8	0	NA
201658	Allogene Therapeutics, Inc.	2019	1.8	0	NA
201827	Revolution Medicines, Inc.	2019	1.8	0	NA
17306	Sonoma County Water Agency-Sonoma Booster Station	2020	1.74	0	NA
13226	The Home Depot Store #1017	2001	1.7	0	NA
20656	City Of Brentwood	2020	1.7	0	NA
21170	Alexandria Real Estate Eq , Inc	2018	1.7	0	NA
21348	Apple Inc	2012	1.7	0	NA
21535	Gap, Inc	2015	1.7	0	NA
201802	125 Constitution	2019	1.7	0	NA
202363	Market Street Development	2021	1.7	0	NA
202364	The Emery (500 Apartments & Retail)	2022	1.7	0	NA
202450	1304 El Camino Real Apartments	2022	1.7	0	NA
202512	The Forum at Rancho San Antonio	2022	1.7	0	NA

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202581	GeneFab, LLC	2022	1.7	0	NA
21891	Santa Clara County Roads and Airports Department	2013	1.6	0	NA
22094	American Tower LLC - 89375- Starr Canyon Site	2013	1.6	0	NA
22785	Kilroy Realty Corporation	2014	1.6	0	NA
23616	Central Wolfe LLC	2016	1.6	0	NA
202171	TBUSA	2021	1.6	0	NA
17864	Peralta Community College District	2006	1.59	0	NA
17573	San Francisco Municipal Railway	2006	1.58	0	NA
7189	Delta Diablo Sanitation District	2006	1.5	0	NA
9313	St Luke's Hospital A/P,CPMC-STL Campus	2016	1.5	0	NA
21402	Forty Niners Stadium, LLC	2012	1.5	0	NA
23611	Google, Inc	2016	1.5	0	NA
200633	Bolb, Inc.	2017	1.5	0	NA
201246	Amazon.com Services LLC - SCA3	2024	1.5	0	NA
201874	30 Otis	2020	1.5	0	NA
202310	Guardant Health at 3100 Hanover Palo Alto	2021	1.5	0	NA
202706	Shannon Community Center	2022	1.5	0	NA
202867	1620 South Loop Road	2023	1.5	0	NA
16724	New Cingular Wireless dba AT&T Mobility	2024	1.4	0	0
19381	Blue Line Sterilization Services	2024	1.4	0	0.07
19673	Verizon Wireless(Jameson Canyon)	2009	1.4	0	NA
24998	City of Santa Rosa	2021	1.4	0	NA
25053	Standford Health Care	2020	1.4	0	NA
200348	West Bay Sanitary District	2016	1.4	0	NA
201486	HCP LS Brisbane LLC c/o CBRE	2018	1.4	0	NA
201718	Alexandria Real Estate	2019	1.4	0	NA
202081	Google, Inc.	2020	1.4	0	NA
202507	Ritter Center	2022	1.4	0	NA

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202591	10X Genomics	2022	1.4	0	0
202649	Bret Harte Center	2022	1.4	0	NA
203143	Amazon.com Services - DSF8	2023	1.4	0	NA
200601	GI ETS Shoreline LLC - 7000 Shoreline Ct	2017	1.35	0	NA
21386	Santa Rosa Jr College Campus (SRJC)	2012	1.3	0	NA
22307	Garre Winery Event Center	2014	1.3	0	NA
22379	Preferred Freezer Services	2014	1.3	0	NA
24109	Ponte Gadea California LLC	2022	1.3	0	NA
25257	BMR-Gateway of Pacific III LP	2021	1.3	0	0.04
202780	Nkarta, Inc.	2022	1.3	0	NA
203039	Amgen Inc.	2021	1.3	0	NA
16248	Comcast of California IX Inc	2015	1.2	0	NA
18517	Verizon Wireless (St Helena)	2007	1.2	0	NA
18658	San Francisco Bay Bridge Toll Plaza	2007	1.2	0	NA
22624	Golub Real Estate Corporation	2014	1.2	0	NA
22842	Contra Costa County Public Works Department	2015	1.2	0	NA
200822	Tech Corners Campus LLC	2018	1.2	0	NA
201428	Alviso Storm Pump Station	2018	1.2	0	NA
202766	Sonoma Valley Unified School District Office	2022	1.2	0	NA
13491	AT&T	2003	1.1	0	0
17073	T-Mobile - Oakland Switch	2023	1.1	0	NA
24942	Samaritan Medical Center	2021	1.1	0	0
200376	Hyatt Place Emeryville	2016	1.1	0	NA
201807	Prime Now LLC-USF2	2019	1.1	0	NA
202304	VA Santa Rosa CBOC	2021	1.1	0	NA
13518	SBC	2004	1.03	0	NA
11924	California Pacific Medical Center	2012	1	0	NA
13108	Vallejo Sanitation & Flood Control Dist	2004	1	0	NA

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13333	Saratoga Retirement Community	2001	1	0	0
13825	San Jose Water Co , Montevina	2016	1	0	NA
15458	City of Pinole Fire	2003	1	0	NA
17461	City of Redwood City	2012	1	0	NA
19405	Fairfield Fire Department - Station 37	2009	1	0	NA
201699	Microsoft Corporation	2019	1	0	NA
201727	SFPUC - Yerba Buena Island	2022	1	0	NA
202626	Page Street Studios	2022	1	0	NA
200600	Sewerage Agency of Southern Marin	2017	0.99	0	NA
200502	Fortinet	2017	0.97	0	NA
21041	City of Santa Rosa	2023	0.96	0	NA
2227	Mills Peninsula Medical Center	2009	0.95	0	NA
21978	Meta Platforms, Inc. - FRE 126	2013	0.95	0	NA
20196	CPF B Tenant, LLC/Cavallo Point Lodge	2010	0.94	0	NA
24972	Genomic Health, Inc	2009	0.91	0	NA
5498	Randall-Bold Water Treatment Plant	2010	0.9	0	NA
14316	Judicial Council of California, JCC 48-A1	2010	0.9	0	NA
19127	Parkmerced Investors LLC	2008	0.9	0	NA
19817	County of Marin, MER, Bolinas	2008	0.9	0	NA
200628	City of Union City	2017	0.9	0	NA
202654	Alexza Pharmaceuticals	2022	0.9	0	NA
19187	Walnut Creek Endoscopy & Surgery Center	2008	0.88	0	NA
21916	The Maude & Mathilda R&D c/o Kilroy Realty L P	2013	0.87	0	NA
202646	Oakland 11	2022	0.86	0	NA
15906	1035 Market Street	2004	0.85	0	NA
24317	Planetary Ventures	2019	0.85	0	NA
20515	Santa Clara Unified School District	2021	0.84	0	NA
24096	Pacific Oak SOR 353 Sacramento St, LLC	2021	0.83	0	NA

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202661	Iron Ox GH1X	2022	0.82	0	NA
202718	Extra Space Storage	2022	0.82	0	NA
20461	The Pyramid Center	2017	0.81	0	NA
15507	Point Richmond R & D Associates	2007	0.8	0	NA
22938	Visual Concepts Entertainment	2015	0.8	0	NA
111362	Fast Gas & Mini Mart	2021	0.8	0	NA
4007	Central Contra Costa Sanitary District	2021	0.79	0	0
202660	Peninsula Innovation Point	2022	0.79	0	NA
202803	GI ETS Hayward LLC	2022	0.79	0	NA
21046	City of Santa Rosa	2023	0.77	0	NA
200744	Fremont Bank Livermore Operations	2021	0.75	0	NA
25149	Google Caribbean	2022	0.74	0	0.01
202163	Bionova Scientific Inc.	2023	0.74	0	0.37
200461	New Cingular Wireless PCS, LLC dba AT&T Mobility	2017	0.73	0	NA
23817	Matheson Tri-Gas, Inc	2017	0.71	0	NA
13742	East Bay Municipal Utility Dist	2005	0.7	0	NA
14475	City of Burlingame	2012	0.7	0	NA
22277	Union Investment Real Estate GmbH	2007	0.7	0	NA
200845	IKEA	2018	0.7	0	NA
203149	2460 Embarcadero	2024	0.7	0	NA
202759	BRE-BMR 5555 Hollis Street LP	2023	0.68	0	0
200373	Calico Laboratories	2016	0.66	0	NA
202495	Genesis Marina	2022	0.65	0	0.01
201704	NFD - Station 64	2019	0.6	0	NA
21047	City of Santa Rosa	2023	0.59	0	NA
23682	Elixir Medical Corporation	2016	0.59	0	NA
201401	AP3-SF3 CT NORTH LLC	2018	0.59	0	NA
21183	City of Santa Rosa	2023	0.58	0	NA

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201882	ARE-San Francisco No. 65, LLC	2020	0.57	0	NA
201964	Terreno Morton LLC	2023	0.57	0	NA
202031	Palmaz Vineyards	2022	0.56	0	NA
200693	Amtrak	2023	0.54	0	NA
25115	Foundry 31 LLC	2022	0.53	0	0
202606	Twelve Benefit Corporation	2022	0.53	0	NA
14950	Frontier California	2009	0.52	0	NA
23131	Sutter Health-CPMC VNC	2015	0.52	0	NA
202749	Vaxart, Inc.	2022	0.52	0	NA
201879	7380 Morton	2020	0.51	0	NA
21192	City of Dublin/Public Works	2012	0.5	0	NA
23274	OnTrac Logistics, Inc	2016	0.49	0	NA
202056	FedEx Freight Livermore	2020	0.49	0	NA
25102	Uptown Broadway LLC	2016	0.47	0	NA
25137	921 Howard	2022	0.47	0	NA
202361	Charles M. Schulz - Sonoma County Airport	2022	0.47	0	0
202454	Eat Just - Tenant Improvement	2022	0.47	0	NA
202695	Synthego Corporation	2022	0.45	0	NA
201469	OLE Health South Napa Campus	2018	0.43	0	NA
18451	Catholic Cathedral Corporation of the East Bay	2007	0.4	0	NA
20838	New Cingular Wireless dba AT&T Mobility	2015	0.4	0	NA
22058	KRE 1221 Broadway Owners LLC	2001	0.4	0	NA
200347	1500 N California Blvd LLC	2016	0.4	0	NA
13986	City of Santa Rosa Utilities Dept	2023	0.38	0	NA
13987	City of Santa Rosa Utilities Dept	2023	0.38	0	NA
21868	Chappellet Winery	2013	0.37	0	NA
202532	1600 Harbor Bay Parkway	2022	0.37	0	NA
202965	AT&T - FA10088156 - Hwy 101 - Lincoln	2023	0.37	0	NA

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201737	Marcassin Wine	2019	0.36	0	NA
202399	Mitel Technologies Inc	2022	0.35	0	NA
18807	California Highway Patrol, Cordelia Insp Facility	2014	0.32	0	NA
202551	Amazon.com Services LLC - DFO3	2023	0.32	0	NA
202785	PR Clawiter Hayward, LLC	2022	0.31	0	NA
907	Central Contra Costa Sanitary District	2012	0.3	0	NA
10327	Sutter Bay Hospitals dba Mills-Peninsula Health	2010	0.3	0	NA
24925	BioSquare Silicon Valley	2021	0.3	0	NA
202136	BCDPF Bay Area Commerce Center Lease Management LLC	2022	0.3	0	NA
202891	West 10 Warehouse	2023	0.3	0	NA
17710	3E Company/Regulatory Dept c/o Home Depot #6603	2023	0.29	0	NA
202900	T-Mobile - BA62062S	2023	0.29	0	NA
201796	Prologis 6 Livermore	2019	0.28	0	NA
202008	City of Newark	2020	0.27	0	NA
24297	MCREF Rincon Hill, LLC	2019	0.26	0	NA
14024	San Ramon Valley Fire District - Station #34	2024	0.25	0	0
22144	Irvine Company Office Properties	2013	0.2	0	NA
203017	Fairfield Industrial Center	2023	0.2	0	NA
25092	Photop Technologies, Inc	2022	0.19	0	0.08
24068	Pacific Oak SOR II Oakland City Center LLC	2023	0.18	0	NA
24596	SKS/ Prado 2130 Third Street, LLC	2020	0.17	0	NA
24876	Eurofins Infinity Laboratory Group, Inc	2022	0.17	0	NA
24713	CCSF-TC & FSD	2020	0.15	0	NA
202775	Nutcracker Therapeutics	2022	0.14	0	NA
202974	24493 Clawiter Road	2023	0.14	0	NA
202837	300 Kansas Building	2023	0.13	0	NA
13884	Delta Diablo Sanitation District	2022	0.11	0	NA
203011	Robert Mondavi Winery, Red barn	2023	0.11	0	NA

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18177	Sonoma County Sheriff's Office	2007	0.1	o	NA
202858	531 Bryant Street	2023	0.09	o	NA
201943	Caltrans - Devil's Slide	2020	0.04	o	NA
25127	Poplar Avenue Pump Station	2022	0.03	o	o
24235	MRL San Francisco, LLC	2019	0.02	o	0.96
23492	C and H Enterprises	2024		o	0.18
12743	MCI, dba Verizon Business	2001	9.99	NA	NA
16421	City of San Jose, SBWRP	2004	9.99	NA	NA
24528	Google LLC	2001	9.99	NA	NA
16787	Bayside Area Development, LLC c/ CBRE, Inc	2005	9.98	NA	NA
13513	AT&T	2002	9.93	NA	NA
13077	NOP 560 Mission LLC	2001	9.9	NA	NA
14200	XO Communications Services, LLC	2002	9.9	NA	NA
14433	Pacific Bell	2002	9.9	NA	NA
14776	Level 3 Communications	2002	9.9	NA	NA
15101	AT&T Corporation	2012	9.9	NA	NA
16003	Comcast of California IX, Inc	2004	9.9	NA	NA
16345	Vi at Palo Alto	2004	9.9	NA	NA
20885	Casino M8trix	2011	9.9	NA	NA
21519	Alameda County Water District	2012	9.9	NA	NA
13866	City of SSF Water Quality Plant	2004	9.7	NA	NA
13877	Sanitary District No 1, Kentfield Pump Station	2002	9.6	NA	NA
20675	Apple Inc. DBA Apple City Center 05	2011	9.4	NA	NA
20924	Juniper Networks	2002	9.2	NA	NA
21930	San Francisco Public Utilities Commission	2015	9.1	NA	NA
18852	Town of Hillsborough	2008	8.3	NA	NA
22566	County of Marin c/o Sares Regis	2013	8.1	NA	NA
21057	Sutter Bay Hospitals	2012	7.6	NA	NA

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13241	KGO Television ABC Inc	2001	7.2	NA	NA
21400	Intelsat Corporation	2012	7.2	NA	NA
14063	Central Contra Costa Sanitary District	2004	7.1	NA	NA
13461	Pacific Bell	2005	6.5	NA	NA
22032	Jamestown Concord Tech Bldg c/o SRP Mgmt, Inc	2012	6.4	NA	NA
1534	Silicon Valley Clean Water	1989	6	NA	NA
13450	Pacific Bell	2003	6	NA	NA
100146	Costco Gasoline #482	1999	5.7	NA	NA
22746	Fox Television Stations, Inc , on behalf of KTVU	2012	5.3	NA	NA
15071	Pacific Bell	2005	4.9	NA	NA
15455	Marin Municipal Water District	2003	4.9	NA	NA
1634	Napa State Hospital	1990	4.1	NA	NA
8664	Crockett Cogeneration, LLC	1991	4	NA	NA
12765	MCI,dba Verizon Business	2000	4	NA	NA
15595	Golden Gate Ferry	2002	4	NA	NA
15789	City of Brentwood	2004	4	NA	NA
13471	Pacific Bell	2002	3.9	NA	NA
19465	RNM Properties	2004	3.6	NA	NA
14992	Visa Land Management IV	2002	3.5	NA	NA
19880	Bear Gulch Creek Partners LLC	2010	3.1	NA	NA
20126	Evocative	2013	3.1	NA	NA
22442	Azure Apartment Complex	2014	2.9	NA	NA
15291	Comcast Cable Corporation	2003	2.84	NA	NA
13651	Mettler-Toledo Rainin,LLC	2002	2.5	NA	NA
13867	City of SSF Water Quality Plant	2004	2.3	NA	NA
16552	Contra Costa Water District	2005	2.2	NA	NA
2721	City of Palo Alto Landfill	1989	2	NA	NA
16853	Town of Windsor	2004	2	NA	NA

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12969	Verizon Business - SBEZCA	2001	1.8	NA	NA
16333	Verizon Wireless - Landess	2004	1.7	NA	NA
21708	Clorox Services Company	2013	1.7	NA	NA
22155	Mare Island Dry Dock, LLC	2014	1.6	NA	NA
18875	Bay Street Apartments by Windsor	2005	1.4	NA	NA
19803	San Jose Water Company	2015	1.4	NA	NA
12764	MCI dba Verizon Business	2001	1.3	NA	NA
15362	George Roberts	2003	1.2	NA	NA
18990	Phoenix American Inc	2008	1.2	NA	NA
24551	SFF 1650 Street LLC	2005	1.2	NA	NA
18753	City of Santa Clara	2007	1.1	NA	NA
20413	Hawthorne Plaza Assoc LLC	2014	1.1	NA	NA
19090	San Francisco Public Utilities Commission	2010	1	NA	NA
20663	City of Cupertino	2012	1	NA	NA
13197	Town of Discovery Bay	2001	0.9	NA	NA
13949	Amazon.com Services LLC - DSJ9	2002	0.83	NA	NA
24187	Shimmick/Danny's Joint Venture	2019	0.8	NA	NA
13589	Pacific Bell	2006	0.7	NA	NA
7421	Pacific Bell	2002	0.6	NA	NA
17428	Quadrus Sand Hill, LLC	2005	0.6	NA	NA
2885	Union Sanitary Dist, Newark PS	2007	0.5	NA	NA
23557	New Cingular Wireless PCS dba AT&T Mobility	2016	0.5	NA	NA
18587	UC Hastings School of the Law	2019	0.3	NA	NA
22317	Thermo Fisher Scientific	2014	0.3	NA	NA
16955	City of Santa Rosa Utilities Dept	2005	0.1	NA	NA
100768	Silver Oak Cellars	2018	0.1	NA	NA

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APPENDIX B – FACILITY RANKINGS AND REVIEW PHASES

This appendix provides the prioritization scores and facility rank (high, intermediate, and low priority) for all permitted facilities in the Bay Area that emit TACs. High priority facilities and select intermediate priority facilities are further categorized by a review phase assigned by the Air District. Table B-1 in Appendix B lists the high and intermediate priority facilities in Phase I review status. Table B-2 lists the high and intermediate priority facilities in Phase II review status. Table B-3 lists the high priority facilities in Phase III review status. Table B-4 lists the remaining intermediate priority facilities. For all tables, the facilities are ordered by prioritization score from highest to lowest.

Table B-1. High and Intermediate Priority Facilities in Phase I Review Status

Facility Number	Facility Name	City	County	AB2588 Priority Ranking	HRA Year	HRA Cancer Risk (in chances in a million)	Chronic Hazard Index	Acute Hazard Index	Overburdened Community (Yes/No)
10	Chevron Products Company	Richmond	Contra Costa	High	1990	8	0.02	NA	Y
146	CASS, Inc	Oakland	Alameda	High	NA	NA	NA	NA	Y
208	Schnitzer Steel Products Company	Oakland	Alameda	High	NA	NA	NA	NA	Y
1840	West Contra Costa County Landfill	Richmond	Contra Costa	High	NA	NA	NA	NA	Y
12626	Valero Refining Company - California	Benicia	Solano	High	1991	9.1	0.02	0	N
14628	Tesoro Refining & Marketing Company, LLC	Martinez	Contra Costa	High	1995	6.9	0.3	NA	Y
21359	Phillips 66 Company - San Francisco Refinery	Rodeo	Contra Costa	High	1990	8.4	0.13	NA	Y
24726	Martinez Refining Company LLC	Martinez	Contra Costa	High	1990	9	0.02	NA	Y
227	Shell Catalysts & Technologies	Pittsburg	Contra Costa	High	1993	1.4	0.1	NA	Y
2066	Waste Management of Alameda County	Livermore	Alameda	High	2012	7.9	0.11	NA	N

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4134	Irvington Memorial Cemetery	Fremont	Alameda	High	2006	2	0.9	NA	N
4618	Keller Canyon Landfill Company	Pittsburg	Contra Costa	High	2006	9.8	0.37	NA	Y
9013	International Disposal Corp of CA	Milpitas	Santa Clara	High	1991	0.9	0.09	NA	N
11531	Z-Best Composting Facility	Gilroy	Santa Clara	High	NA	NA	NA	NA	Y
11866	Los Medanos Energy Center	Pittsburg	Contra Costa	High	NA	NA	NA	NA	Y
12095	Delta Energy Center	Pittsburg	Contra Costa	High	NA	NA	NA	NA	Y
17667	Ameresco Keller Canyon LLC	Pittsburg	Contra Costa	High	NA	NA	NA	NA	Y
18136	Russell City Energy Co, LLC	Hayward	Alameda	High	2007	0.7	0.01	0.02	Y
18143	Gateway Generating Station	Antioch	Contra Costa	High	NA	NA	NA	NA	Y
22789	Eco Services Operations Corp	Martinez	Contra Costa	High	NA	NA	NA	NA	Y
24380	Corteva Agriscience - Pittsburg Operations	Pittsburg	Contra Costa	High	2001	5.2	0.18	NA	Y
25055	USS-UPI, LLC	Pittsburg	Contra Costa	High	1994	8	0.9	NA	Y
148	Ball Metal Beverage Container Corp	Fairfield	Solano	High	NA	NA	NA	NA	N
633	Intel Corporation	Santa Clara	Santa Clara	High	NA	NA	NA	NA	N
1179	Redwood Landfill Inc	Novato	Marin	High	2010	8.2	0.23	NA	N
1785	Children's Hospital, Oakland	Oakland	Alameda	High	2012	9.9	0.9	NA	Y
1812	Kirby Canyon Recycling and Disposal Facility	Morgan Hill	Santa Clara	High	NA	NA	NA	NA	N
2266	Browning-Ferris Industries of CA Inc	Half Moon Bay	San Mateo	High	1991	0.9	0.09	NA	N
3464	City of Santa Clara	Santa Clara	Santa Clara	High	1991	0.9	0.09	NA	N
8664	Crockett Cogeneration, LLC	Crockett	Contra Costa	High	1991	4	NA	NA	N

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10295	Air Products & Chemicals, Inc	Martinez	Contra Costa	High	NA	NA	NA	NA	N
11887	Dynegy Oakland LLC	Oakland	Alameda	High	NA	NA	NA	NA	N
12773	ATS Products Inc	Richmond	Contra Costa	High	NA	NA	NA	NA	Y
13289	Los Esteros Critical Energy Facility	San Jose	Santa Clara	High	2001	1.4	0.01	NA	N
14511	Gilroy Energy Center, LLC (Wolfskill Energy Ctr)	Fairfield	Solano	High	NA	NA	NA	NA	Y
18801	Xeres Ventures, LP (SC1)	Santa Clara	Santa Clara	High	2016	9.8	0.01	NA	N
19403	USPS San Mateo Information Technology and Acct Svc	San Mateo	San Mateo	High	2010	9	0.01	NA	N
19495	Alameda County Public Works Agency	Hayward	Alameda	High	NA	NA	NA	NA	N
19802	San Jose Water Company	San Jose	Santa Clara	High	NA	NA	NA	NA	Y
19806	San Jose Water Company	San Jose	Santa Clara	High	NA	NA	NA	NA	N
19931	K2 Pure Solutions Nocal, LP	Pittsburg	Contra Costa	High	2009	2.2	0.03	0.38	Y
22839	Apple, Inc	Cupertino	Santa Clara	High	2015	3	0.01	0.06	N
22987	Republic Services of Sonoma County, Inc	Petaluma	Sonoma	High	NA	NA	NA	NA	N
24951	A-N SFD Owner LLC	San Francisco	San Francisco	High	NA	NA	NA	NA	N

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Table B-2. High and Intermediate Priority Facilities in Phase II Review Status

Facility Number	Facility Name	City	AB2588 Priority Ranking	HRA Year	HRA Cancer Risk (in chances in a million)	Chronic Hazard Index	Acute Hazard Index	Overburdened Community (Yes/No)
591	East Bay Municipal Utility District	Oakland	High	1991	8	0.06	NA	Y
778	San Jose-Santa Clara Regional Wastewater Facility	San Jose	High	1991	3.9	0	NA	N
13399	KLA Corporation	Milpitas	High	2012	2.5	0.01	0	N
1257	Genentech, Inc	South San Francisco	High	NA	NA	NA	NA	Y
20432	Ameresco Vasco Road LLC	Framingham	High	2014	0.03	0.3	0.99	N
3499	City of Menlo Park	Menlo Park	High	NA	NA	NA	NA	N
23992	Pleasanton Garbage Service	Pleasanton	High	NA	NA	NA	NA	N
7519	Pacific Bell	Fairfield	High	2012	6.4	0	NA	Y
59	University of California, Berkeley	Berkeley	High	NA	NA	NA	NA	N
1067	Oro Loma Sanitary District	San Lorenzo	High	1989	3.8	0.01	NA	N
9183	Napa-Vallejo Waste Management Authority	Napa	High	2003	3.6	0.9	NA	N
617	Palo Alto Regional Water Quality Control Plant	Palo Alto	High	1989	8	0.42	NA	N
19730	Mariposa Energy, LLC	Los Angeles	High	NA	NA	NA	NA	N
17419	Air Liquide Large Industries US LP	Rodeo	High	NA	NA	NA	NA	Y
255	Lawrence Livermore National Laboratory	Livermore	High	1989	7.7	0.04	NA	N
3974	San Francisco General Hospital	San Francisco	High	2010	7.4	0	NA	N
22998	Huneeus Vintners LLC	Saint Helena	High	NA	NA	NA	NA	N
550	NASA-AMES Research Center	Mountain View	High	NA	NA	NA	NA	N
1271	West County Wastewater District	Richmond	High	NA	NA	NA	NA	Y
20668	Meta Platforms Inc-MPK 10-27	Menlo Park	High	NA	NA	NA	NA	N
3969	Stanford Health Care	Stanford	High	NA	NA	NA	NA	N
1371	Dublin San Ramon Services District - Wastewater TP	Pleasanton	High	NA	NA	NA	NA	N

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16855	Kaiser Antioch Deer Valley	Antioch	High	NA	NA	NA	NA	N
1784	San Francisco International Airport	San Francisco	High	NA	NA	NA	NA	N
20139	Potrero Hills Energy Producers, LLC	Detroit	High	2011	2.9	0.78	0.98	N
3211	Santa Teresa Water Treatment Plant - STWTP	San Jose	High	NA	NA	NA	NA	N
1427	Applied Materials	Santa Clara	High	NA	NA	NA	NA	N
17052	BioMarin Pharmaceutical Inc	Novato	High	NA	NA	NA	NA	N
20459	Tesla, Inc	Fremont	High	NA	NA	NA	NA	N
17111	CEMEX Construction Materials Pacific, LLC	San Francisco	High	NA	NA	NA	NA	N
15544	Kaiser Permanente	Redwood City	High	2013	4.6	0	NA	Y
51	United Airlines, Inc	San Francisco	High	1989	3.4	0.11	NA	Y
2478	UCSF/Parnassus	San Francisco	High	1992	7.1	0.5	NA	N
639	Stanford University	Palo Alto	High	NA	NA	NA	NA	N
4449	Electro-Coatings of California Inc	Berkeley	High	NA	NA	NA	NA	N
770	Travis AFB	Travis Afb	High	2012	8.4	0	NA	N
17040	Ameresco Half Moon Bay LLC	Half Moon Bay	High	NA	NA	NA	NA	N
12181	American Airlines	San Francisco	High	NA	NA	NA	NA	N
450	Veterans Administration Medical Center	Palo Alto	High	2011	9.9	0.9	NA	N
3273	Pacific Union College	Angwin	High	2004	1.5	0.9	NA	N
11247	Clover Flat Resource & Recovery Park	Calistoga	High	1991	0.9	0.09	NA	N
22268	Nor-Cal Rock Inc	Oakland	High	2014	9.98	0.01	NA	N
907	Central Contra Costa Sanitary District	Martinez	High	2012	0.3	0	NA	Y
1753	John Muir Health - Concord Campus	Concord	High	2012	9.9	0.09	0.03	N
10929	Contra Costa Water District Ralph D Bollman WTP	Concord	High	NA	NA	NA	NA	Y
13160	University of California SF	San Francisco	High	2012	9.7	0.01	0	N
18604	Apple, Inc	Cupertino	High	NA	NA	NA	NA	N
3919	Kaiser Permanente San Jose Medical Center	San Jose	High	NA	NA	NA	NA	N
19169	Marsh Landing LLC (Marsh Landing Generating Sta)	Antioch	High	NA	NA	NA	NA	Y
23438	Richmond Products Terminal	Richmond	High	NA	NA	NA	NA	Y

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15574	Valero Refining Company	Benicia	High	NA	NA	NA	NA	N
13074	NVIDIA	Santa Clara	High	NA	NA	NA	NA	N
1082	Queen of the Valley Medical Center	Napa	High	2010	4.3	0.9	NA	N
935	Levin Richmond Terminal Corporation	Richmond	High	NA	NA	NA	NA	Y
24993	Bloom Energy BMCC	Fremont	High	NA	NA	NA	NA	N
21775	Central Concrete Supply Inc	San Jose	High	2017	5.43	0.76	0.09	N
568	San Francisco South East Treatment Plant	San Francisco	High	1990	4.5	0	NA	Y
14991	Donald Von Raesfeld Power Plant	Santa Clara	High	2002	0.2	0.2	0.4	N
1821	Kaiser Foundation Hospital	Walnut Creek	High	NA	NA	NA	NA	N
459	Veterans Administration Health Care System	San Francisco	High	NA	NA	NA	NA	N
475	Santa Clara Valley Health & Hospital System	San Jose	High	2012	7.2	0	NA	N
19243	General Service Administration	Menlo Park	High	NA	NA	NA	NA	N
1258	Delta Diablo Sanitation District	Antioch	High	NA	NA	NA	NA	Y
1634	Napa State Hospital	Napa	High	1990	4.1	NA	NA	N
2440	Sequoia Hospital / Dignity Health	Redwood City	High	2011	4.3	0.9	NA	N
2227	Mills Peninsula Medical Center	Burlingame	High	2009	0.95	0	NA	N
12455	Gilead Sciences	Foster City	High	NA	NA	NA	NA	N
6390	Evergreen Cemetery	Oakland	High	2008	2.5	0.9	NA	N
15476	Saint Mary's College of California	Moraga	High	NA	NA	NA	NA	N
12848	David Grant Medical Center	Travis Afb	High	2012	7.8	0.01	0	N
23131	Sutter Health-CPMC VNC	Roseville	High	2015	0.52	0	NA	N
16151	Energy Center San Francisco LLC	San Francisco	High	NA	NA	NA	NA	Y
1403	Santa Rosa Water - Laguna Treatment Plant	Santa Rosa	High	2012	5.1	0.02	NA	N
3169	City of Livermore Water Reclamation Plant	Livermore	High	NA	NA	NA	NA	N
20234	New Sonoma FBO, Inc	Santa Rosa	High	NA	NA	NA	NA	N
11924	California Pacific Medical Center	San Francisco	High	2012	1	0	NA	N
3294	Guadalupe Rubbish Disposal	San Jose	High	NA	NA	NA	NA	N
1771	City of Santa Clara	Santa Clara	High	NA	NA	NA	NA	N

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200351	Illumina Inc	Foster City	High	2016	7.1	0	NA	N
4175	City of San Jose (Singleton Road Landfill)	San Jose	High	NA	NA	NA	NA	N
22282	2600 CR LLC, Sunset Development	San Ramon	High	NA	NA	NA	NA	N
15870	Santa Rosa Junior College	Santa Rosa	High	NA	NA	NA	NA	N
12596	National Park Service	San Francisco	High	2011	8	0	NA	N
21454	City of Vallejo Water Division	Vallejo	High	NA	NA	NA	NA	Y
1275	Novato Sanitary District	Novato	High	2009	9.9	0.9	NA	N
14362	Cisco Systems, Site 4 Campus, Bldgs 1-19	San Jose	High	NA	NA	NA	NA	N
5095	Vasco Road Landfill	Livermore	High	1991	4	0.44	NA	N
24259	Sutter Bay Hospitals	Oakland	High	NA	NA	NA	NA	Y
1009	Hayward Waste Water Treatment Plant	Hayward	High	NA	NA	NA	NA	Y
19552	Jamieson Canyon Water Treatment Plant	Napa	High	NA	NA	NA	NA	N
281	U S Veterans Administration Medical Center	Livermore	High	NA	NA	NA	NA	N
861	San Mateo Water Quality Control Plant	San Mateo	High	1989	4.3	0	NA	N
17461	City of Redwood City	Redwood City	High	2012	1	0	NA	Y
16813	Reenasas Electronics America, Inc	San Jose	High	NA	NA	NA	NA	N
5178	Kaiser Foundation Hospital	Santa Rosa	High	NA	NA	NA	NA	N
13279	Opus One	Oakville	High	NA	NA	NA	NA	N
20905	S E Combined Services of California	Oakland	High	2017	3	0.98	0.89	Y
8020	Woodlawn Cemetery	Colma	High	NA	NA	NA	NA	N
83	United States Pipe & Foundry Company, LLC	Union City	High	NA	NA	NA	NA	N
9721	Apple Inc	Cupertino	High	NA	NA	NA	NA	N
12076	State of California	Richmond	High	NA	NA	NA	NA	Y
5148	Castro Valley Crematory Inc	Castro Valley	High	NA	NA	NA	NA	N
1810	Sonoma State University	Rohnert Park	High	NA	NA	NA	NA	N
9684	Bay Ship & Yacht Co	Alameda	High	NA	NA	NA	NA	Y
9339	San Jose State University	San Jose	High	NA	NA	NA	NA	N
1982	County of Santa Clara - Hellyer Landfill	San Jose	High	NA	NA	NA	NA	N

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6044	O L S Energy-Agnews	San Jose	High	NA	NA	NA	NA	N
21708	Clorox Services Company	Pleasanton	High	2013	1.7	NA	NA	N
598	SRI International	Menlo Park	High	NA	NA	NA	NA	N
2087	St Francis Memorial Hospital	San Francisco	High	2012	3.6	0	NA	N
1534	Silicon Valley Clean Water	Redwood City	High	1989	6	NA	NA	N
4682	UCSF/Laurel Heights	San Francisco	High	NA	NA	NA	NA	N
2039	Potrero Hills Landfill, Inc	Suisun City	High	1991	0.9	0.09	NA	N
14460	Santa Clara Valley Water Distric Almaden Campus	San Jose	High	NA	NA	NA	NA	N
3011	IPT SRI Cogeneration Inc	Menlo Park	High	NA	NA	NA	NA	N
200620	BA1 2201 Broadway LLC	Oakland	High	NA	NA	NA	NA	Y
13335	San Jose Water Co-3Mile	San Jose	High	2012	4.5	0	0	N
12517	The Presidio Trust	San Francisco	High	2012	3.4	0	NA	N
3319	Vallejo Flood and Wastewater District	Vallejo	High	NA	NA	NA	NA	Y
2740	City of Mountain View (Shoreline Landfill)	Mountain View	High	NA	NA	NA	NA	N
85	Western Digital Technologies Inc	San Jose	High	1989	1.1	0.01	NA	N
13290	City of San Jose Public Works Fleet Management	San Jose	High	2006	8.45	0	NA	Y
1462	Veterans Administration Medical Center	Menlo Park	High	2012	8.9	0	NA	N
4557	EBMUD Upper San Leandro WTP	Oakland	High	NA	NA	NA	NA	N
1995	Solano County Facilities Operations	Fairfield	High	NA	NA	NA	NA	Y
22626	Thermo Fisher Scientific	Pleasanton	High	2002	3.91	0	NA	N
11180	Calpine Gilroy Cogen,LP & Gilroy Energy Center LLC	Gilroy	High	NA	NA	NA	NA	Y
24047	West Valley Flying Club	Palo Alto	High	NA	NA	NA	NA	N
14880	County of San Mateo	Redwood City	High	NA	NA	NA	NA	Y
17456	Peet's Coffee and Tea Inc	Alameda	High	NA	NA	NA	NA	Y
6952	San Francisco Public Utilities Commission	San Francisco	High	NA	NA	NA	NA	N
3887	San Mateo Medical Center	San Mateo	High	2007	2.4	0.9	NA	N
1345	Sewerage Agency of South Marin	Mill Valley	High	NA	NA	NA	NA	N
1194	Pinole-Hercules Wastewater Treatment Plant	Pinole	High	NA	NA	NA	NA	N

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4429	NorthBay Medical Center	Fairfield	High	NA	NA	NA	NA	Y
12071	Bayer US LLC	Berkeley	High	NA	NA	NA	NA	Y
23622	Vision Recycling Benicia	Fremont	High	2002	5	0.9	NA	N
17657	Lodi Gas Storage LLC	Suisun City	High	2008	2.4	0.01	0.03	N
21891	Santa Clara County Roads and Airports Department	Livermore	High	2013	1.6	0	NA	N
108242	Rossi Aircraft Inc/Air Share Inc	Palo Alto	High	NA	NA	NA	NA	N
22691	Signature Flight Support	Santa Clara	High	2015	9.9	0.9	NA	N
15654	Foothill/DeAnza Community College District	Cupertino	High	NA	NA	NA	NA	N
24646	Cypress Lawn Cremation Center	Colma	High	NA	NA	NA	NA	N
22155	Mare Island Dry Dock, LLC	Vallejo	High	2014	1.6	NA	NA	Y
16930	San Mateo County Youth Services Center	San Mateo	High	2005	9.8	0.01	NA	N
7265	San Jose State University (Cogen Plant)	San Jose	High	NA	NA	NA	NA	N
1507	North San Mateo County Sanitation Dist	Daly City	High	NA	NA	NA	NA	N
23535	Judicial Council of CA, East County Hall Justice	Dublin	High	2016	9.9	0.9	NA	N
632	Intel Corporation	Santa Clara	High	NA	NA	NA	NA	N
15565	Western Digital Technologies	Fremont	High	2012	7	0	NA	N
15508	Wareham Property Group - EPA Lab	San Rafael	High	NA	NA	NA	NA	Y
2457	Regional Medical Center of San Jose	San Jose	High	2011	2.9	0	NA	Y
21774	Photop Technologies Inc	Santa Rosa	High	NA	NA	NA	NA	N
14836	City of Fremont/Maintenance Facility	Fremont	High	NA	NA	NA	NA	N
13367	San Jose International Airport	San Jose	High	NA	NA	NA	NA	N
1502	O'Connor Hospital	San Jose	High	2012	4.1	0	NA	N
706	Gold Bond Building Products, LLC	Richmond	High	NA	NA	NA	NA	Y
22751	Google LLC	Mountain View	High	2011	9.9	0.9	NA	N
15153	Sangamo Therapeutics, Inc.	Richmond	High	NA	NA	NA	NA	Y
21358	Knickerbocker Properties, Inc XXXIII	San Francisco	High	NA	NA	NA	NA	N
1597	Las Gallinas Valley Sanitary District	San Rafael	High	NA	NA	NA	NA	N
5755	UCSF/Mt Zion	San Francisco	High	NA	NA	NA	NA	N

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9310	San Francisco Marriott Hotel	San Francisco	High	NA	NA	NA	NA	Y
6967	Town of Yountville	Yountville	High	NA	NA	NA	NA	N
1500	Northern Calif Power Agency	Lodi	High	NA	NA	NA	NA	Y
2168	Jelly Belly Candy Company	Fairfield	High	NA	NA	NA	NA	Y
5876	South San Francisco-San Bruno Water Quality Plant	South San Francisco	High	1989	3.4	0.13	NA	Y
19432	Paramount Group	San Francisco	High	NA	NA	NA	NA	N
24072	CBRE	Emeryville	High	2004	7	0.01	NA	N
10240	US Coast Guard	San Francisco	High	NA	NA	NA	NA	Y
3102	Pacific Gas and Electric Company	San Jose	High	NA	NA	NA	NA	N
2340	San Leandro Water Pollution Control Plant	San Leandro	High	NA	NA	NA	NA	Y
4205	Oak Hill Memorial Park & Mortuary	San Jose	High	NA	NA	NA	NA	N
10520	Microwave Power Products, Inc.	Palo Alto	High	NA	NA	NA	NA	N
17712	Spirit HD Colma CA, LP	Colma	High	NA	NA	NA	NA	N
453	Good Samaritan Hospital	San Jose	High	2005	6.7	0.9	NA	N
8890	Stanford Health Care Tri-Valley	Pleasanton	High	NA	NA	NA	NA	N
2721	City of Palo Alto Landfill	Palo Alto	High	1989	2	NA	NA	N
1004	San Francisco State University	San Francisco	High	NA	NA	NA	NA	N
22285	Grifols Diagnostic Solutions, Inc	Emeryville	High	NA	NA	NA	NA	N
15885	Kaiser Foundation Hospital	Santa Clara	High	NA	NA	NA	NA	N
733	City of Sunnyvale Water Pollution Control	Sunnyvale	High	NA	NA	NA	NA	N
4863	Pleasant Hill Cemetery	Sebastopol	High	2016	0.22	0.02	0.45	N
4021	SFPP, LP - Brisbane Terminal	Brisbane	High	NA	NA	NA	NA	N
14240	SFPUC Baden Pump Station	Millbrae	High	2005	9.9	0.1	0	Y
20637	Boehringer Ingelheim Fremont Inc	Fremont	High	2007	7.3	0	NA	N
2885	Union Sanitary Dist, Newark PS	Newark	High	2007	0.5	NA	NA	N
21484	RNM 135 Main, L P	San Francisco	High	NA	NA	NA	NA	N
14704	BNSF Railway Company	San Bernardino	High	NA	NA	NA	NA	Y

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15278	Wareham Development	Emeryville	High	2012	8.1	o	NA	N
107807	City of Hayward - Hayward Fire Station #6	Hayward	High	NA	NA	NA	NA	Y
13572	Healthpeak Properties Inc.	South San Francisco	High	NA	NA	NA	NA	Y
20897	Bristol-Myers Squibb	Redwood City	High	2012	6.15	o	NA	Y
13040	FRIT, Santana Row	San Jose	High	NA	NA	NA	NA	N
723	Lawrence Berkeley National Laboratory	Berkeley	High	NA	NA	NA	NA	N
653	Central Marin Sanitation Agency	San Rafael	High	1989	3.8	o	NA	Y
14369	Fisica	Menlo Park	High	2005	3.6	o	NA	N
24269	Sutter Bay Hospitals dba Alta Bates Summit Med Ctr	Oakland	High	NA	NA	NA	NA	Y
705	Vulcan Materials, Western Division	Pleasanton	High	NA	NA	NA	NA	N
25210	HNG Atlas US LP	San Francisco	High	NA	NA	NA	NA	N
18110	Level 3 Communications LLC	Broomfield	High	NA	NA	NA	NA	Y
20766	Joseph Phelps Vineyard/Winery	Saint Helena	High	NA	NA	NA	NA	N
21709	Sunset Development Company	San Ramon	High	NA	NA	NA	NA	N
9653	Kaiser Permanente Medical Center	Fremont	High	NA	NA	NA	NA	N
10327	Sutter Bay Hospitals dba Mills-Peninsula Health	Burlingame	High	2010	0.3	o	NA	Y
3314	Roselawn Cemetery	Livermore	High	NA	NA	NA	NA	N
4556	East Bay Municipal Utility District	El Sobrante	High	NA	NA	NA	NA	N
3670	Kaiser Foundation Hospital	Vallejo	High	2007	9.5	0.9	NA	Y
25000	Civic Center Marin	San Rafael	High	NA	NA	NA	NA	N
21362	Hudson Rincon Center, LLC	San Francisco	High	NA	NA	NA	NA	N
6061	Maxar Space LLC (Palo Alto Campus)	Palo Alto	High	NA	NA	NA	NA	N
13566	Recology Pacheco Pass	Gilroy	High	NA	NA	NA	NA	Y
16637	Parc 55 Hotel	San Francisco	High	NA	NA	NA	NA	Y
21608	Pacific Place	San Francisco	High	NA	NA	NA	NA	N
25025	GNS South Tower, LP (FKA AP3-SF2 CT South LLC)	South San Francisco	High	NA	NA	NA	NA	Y
423	Chevron Richmond Technology Center	Richmond	High	NA	NA	NA	NA	Y

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15397	Santa Clara University	Santa Clara	High	NA	NA	NA	NA	N
25102	Uptown Broadway LLC	Oakland	High	2016	0.47	0	NA	Y
20095	CIM Group/Ordway	Oakland	High	NA	NA	NA	NA	Y
4116	San Francisco Public Utilities Commission	San Francisco	High	NA	NA	NA	NA	N
17553	Rohm and Haas Chemicals LLC	Hayward	High	NA	NA	NA	NA	Y
24608	SFII 1333 Broadway, LLC	Oakland	High	NA	NA	NA	NA	Y
16778	Owl Energy Resources Inc	San Jose	High	NA	NA	NA	NA	N
108501	City of San Carlos - Corporation Yard	San Carlos	High	NA	NA	NA	NA	N
21539	Golden State Pet Cremation	Castro Valley	High	2013	9.99	0.7	0.3	N
994	Simonsen Laboratories, Inc	Gilroy	High	NA	NA	NA	NA	N
7441	Flex	Milpitas	High	NA	NA	NA	NA	N
21938	Caltrans Maintenance Station	Gilroy	High	NA	NA	NA	NA	N
4860	Pet's Rest Cemetery	Colma	High	NA	NA	NA	NA	N
21532	Le Meridien San Francisco	San Francisco	High	NA	NA	NA	NA	N
15982	Google LLC	Mountain View	High	2012	8	0.9	NA	N
14512	Gilroy Energy Center, LLC for Riverview Energy Ctr	Antioch	High	NA	NA	NA	NA	Y
23940	Chateau Montelena	Calistoga	High	NA	NA	NA	NA	N
2320	Oak View Memorial Park	Antioch	High	2016	4.7	0.99	0.74	Y
19138	Sutter Bay Medical Foundation DB Palo Alto M F	Sunnyvale	High	NA	NA	NA	NA	N
23476	Boston Properties	San Francisco	High	2016	9.5	0.01	NA	N
11206	Phillip Burton Federal Bldg & US Courthouse	San Francisco	High	NA	NA	NA	NA	N
17868	County of Marin, Civic Center	San Rafael	High	NA	NA	NA	NA	N
1464	Acme Fill Corporation	Martinez	High	1991	0.9	0.09	NA	Y
2482	City of Richmond Wastewater Treatment Plant	Richmond	High	NA	NA	NA	NA	Y
23038	Baxter Healthcare Inc	Hayward	High	2013	4.4	0	NA	Y
5433	Tulocay Cemetery Association	Napa	High	NA	NA	NA	NA	N
22353	Sheriff's Office, County of San Mateo	Redwood City	High	2014	6.3	0	NA	Y
8399	Chapel of the Chimes Memorial Park & Funeral Home	Hayward	High	NA	NA	NA	NA	N

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3786	Chapel of the Chimes	Oakland	High	NA	NA	NA	NA	N
21298	Flintstone Enterprises DBA Forever My Pet	Gilroy	High	2012	9.8	0.6	0.1	Y
3471	City of Calistoga	Calistoga	High	NA	NA	NA	NA	N
25125	Santa Clara County Roads and Airport Department	San Jose	High	NA	NA	NA	NA	N
11953	Daniels Chapel of the Roses	Santa Rosa	High	NA	NA	NA	NA	N
16749	General Services Administration-East Bay Office	Oakland	High	NA	NA	NA	NA	Y
1228	Sonoma County Water Agency	Sonoma	High	2006	7.1	0.4	NA	N
23568	333 Bush LLC	San Francisco	High	NA	NA	NA	NA	N
22305	UE-00101CA, LLC	San Jose	High	2014	0.8	0.01	0	N
20079	Pacific Biosciences	Menlo Park	High	2016	2.5	0	NA	Y
2531	St Joseph Health N CA, dba Santa Rosa Mem Hospital	Santa Rosa	High	1990	6	0	NA	N
8227	Pacific Interment Service	Emeryville	High	NA	NA	NA	NA	Y
1299	Skylawn Funeral Home and Memorial Park	San Mateo	High	NA	NA	NA	NA	N
14285	U S Army Garrison Camp Parks	Dublin	High	NA	NA	NA	NA	N
9255	San Francisco Campus for Jewish Living	San Francisco	High	NA	NA	NA	NA	N
4558	Santa Clara Valley Transportation Authority	San Jose	High	NA	NA	NA	NA	N
1529	Kaiser Permanente Medical Center	Oakland	High	2011	7	0	NA	Y
21908	Federal Bureau of Prisons	Dublin	High	NA	NA	NA	NA	N
18472	ELM Property Venture LLC	San Francisco	High	NA	NA	NA	NA	N
290	DOE-KAO Sandia National Laboratories	Livermore	High	NA	NA	NA	NA	N
2344	Hilton San Francisco Union Square	San Francisco	High	NA	NA	NA	NA	Y
3162	Pacific Gas and Electric Company	San Francisco	High	2002	2.8	0	NA	N
20413	Hawthorne Plaza Assoc LLC	San Francisco	High	2014	1.1	NA	NA	N
1791	City of Benicia	Benicia	High	NA	NA	NA	NA	N
10272	ALSCO	San Francisco	High	NA	NA	NA	NA	N
8598	Santa Rosa Memorial Park	Santa Rosa	High	NA	NA	NA	NA	N
20428	Kaiser Hospital	San Leandro	High	2010	3.3	0	NA	Y
7111	High Lustre Metal Finishing	Hayward	High	NA	NA	NA	NA	Y

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22835	Valley Pet Loss Center / VetnCare	Livermore	High	2015	8	0.21	NA	N
25297	Berkeley HMA	San Ramon	High	NA	NA	NA	NA	N
3426	SFPUC Harry Tracy Water Treatment Plant	San Bruno	High	NA	NA	NA	NA	N
13197	Town of Discovery Bay	Discovery Bay	High	2001	0.9	NA	NA	N
91	Chevron Avon Terminal	Martinez	High	NA	NA	NA	NA	Y
12870	Shell Chemical LP	Martinez	High	NA	NA	NA	NA	Y
1071	City of Petaluma, Dept of Water Resources & Convs	Petaluma	High	NA	NA	NA	NA	N
21132	Texas Instruments, Inc	Santa Clara	High	NA	NA	NA	NA	N
12163	Twin Chapels Mortuary	Vallejo	High	NA	NA	NA	NA	Y
72	Chevron Inc (Americas OE/HES)	Richmond	High	NA	NA	NA	NA	Y
2451	Pleasanton Garbage Service, Inc	Pleasanton	High	NA	NA	NA	NA	N
12182	City of Pacifica Calera Creek Water Recycling	Pacifica	High	NA	NA	NA	NA	N
22546	181 Fremont LLC	San Francisco	High	2015	7.87	0	NA	N
7237	Bishop Ranch (Sunset Properties)	San Ramon	High	NA	NA	NA	NA	N
22843	RV VI 777 Mariners, LLC	San Mateo	High	NA	NA	NA	NA	N
10703	One Embarcadero Center/Boston Properties, Inc	San Francisco	High	NA	NA	NA	NA	N

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Table B-3. High Priority Facilities in Phase III Review Status

Facility Number	Facility Name	City	AB2588 Priority Ranking	HRA Year	HRA Cancer Risk (in chances in a million)	Chronic Hazard Index	Acute Hazard Index	Overburdened Community (Yes/No)
55	Lockheed Martin Corporation	Sunnyvale	High	1990	2	0.02	NA	N
678	Port of Oakland	Oakland	High	NA	NA	NA	NA	Y
1209	Union Sanitary District	Union City	High	1989	4	0.03	NA	N
2073	City of Pacifica	Pacifica	High	NA	NA	NA	NA	N
3329	Saint Louise Regional Hospital	Gilroy	High	NA	NA	NA	NA	Y
6426	Solano County Transit Operations	Vallejo	High	2017	5.8	0	NA	Y
7297	The Home Depot Store #0633	Vallejo	High	NA	NA	NA	NA	N
7420	New Cingular Wireless dba AT&T Mobility	Concord	High	2016	9.9	0.01	NA	Y
7421	Pacific Bell	Fremont	High	2002	0.6	NA	NA	N
8175	The Home Depot Store #0643	El Cerrito	High	2010	6.6	0.01	NA	Y
10235	FAA, Oakland Air Route Traffic Control Ctr (ARTCC)	Fremont	High	NA	NA	NA	NA	N
10704	AT&T	San Ramon	High	NA	NA	NA	NA	N
10739	AT&T	San Ramon	High	NA	NA	NA	NA	Y
10742	John Muir Medical Center	Walnut Creek	High	2022	9.9	0	NA	N
11002	Applied Materials	Sunnyvale	High	NA	NA	NA	NA	N
11403	XILINX Inc	San Jose	High	NA	NA	NA	NA	N
11699	Alameda County Water District	Fremont	High	NA	NA	NA	NA	N
12728	Waste Management Inc	San Leandro	High	2022	5.9	0.09	NA	Y
12743	MCI, dba Verizon Business	Pomona	High	2001	9.99	NA	NA	Y
12763	Verizon Business	San Jose	High	NA	NA	NA	NA	N
12764	MCI dba Verizon Business	Richardson	High	2001	1.3	NA	NA	N
12765	MCI,dba Verizon Business	Oakland	High	2000	4	NA	NA	Y
12875	City of Daly City	Daly City	High	NA	NA	NA	NA	N

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12936	Franklin Templeton Companies Inc	San Mateo	High	NA	NA	NA	NA	N
12946	Level 3 Communications Inc	Emeryville	High	2002	9.6	0.01	NA	Y
12958	Los Gatos Memorial Park	San Jose	High	2024	1.1	0.04	0.23	N
13026	Pacific Gas & Electric	Fairfield	High	2008	5.6	0	NA	Y
13062	Sysco San Francisco, Inc	Fremont	High	2001	1.7	0.9	0	N
13089	County of Santa Clara-Main Jail	San Jose	High	NA	NA	NA	NA	N
13101	Vallejo Sanitation & Flood Control Dist	Vallejo	High	NA	NA	NA	NA	Y
13108	Vallejo Sanitation & Flood Control Dist	Vallejo	High	2004	1	0	NA	Y
13112	Vallejo Sanitation & Flood Control District	Vallejo	High	NA	NA	NA	NA	Y
13187	East Bay Dischargers Authority	San Lorenzo	High	NA	NA	NA	NA	N
13215	Digital Realty	Santa Clara	High	NA	NA	NA	NA	N
13241	KGO Television ABC Inc	San Francisco	High	2001	7.2	NA	NA	N
13306	Equinix LLC	Santa Clara	High	NA	NA	NA	NA	N
13322	Clover Stornetta Farms Inc	Petaluma	High	NA	NA	NA	NA	N
13332	Level 3 Communications	Mechanicsburg	High	2001	2.9	0	NA	N
13340	Level 3 Communications LLC	Littleton	High	NA	NA	NA	NA	N
13410	Pacific Bell Corporation	Walnut Creek	High	2001	9.9	0	NA	N
13466	Pacific Bell	San Jose	High	NA	NA	NA	NA	N
13483	AT&T California	Napa	High	NA	NA	NA	NA	N
13487	Pacific Bell	Martinez	High	2004	9.9	0	NA	N
13491	AT&T	San Ramon	High	2003	1.1	0	0	N
13494	Pacific Bell	Oakland	High	NA	NA	NA	NA	Y
13513	AT&T	San Ramon	High	2002	9.93	NA	NA	Y
13515	AT&T	San Ramon	High	2006	6.3	0.9	0	N
13521	Pacific Bell	San Francisco	High	2006	4.1	0	NA	N
13528	Pacific Bell	San Ramon	High	2012	3.5	0	0	N
13532	Pacific Bell	San Ramon	High	NA	NA	NA	NA	N
13594	Santa Clara Valley Water District - RWTP	San Jose	High	NA	NA	NA	NA	N

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13598	Comcast	Livermore	High	2018	4.1	0	NA	N
13651	Mettler-Toledo Rainin,LLC	Oakland	High	2002	2.5	NA	NA	Y
13711	Pacific Bell Corp dba AT&T CA	San Ramon	High	2002	8.5	0.01	0	N
13721	EBMUD, San Pablo Water Treatment Plant	Oakland	High	2020	4.7	0	NA	N
13742	East Bay Municipal Utility Dist	Oakland	High	2005	0.7	0	NA	Y
13825	San Jose Water Co , Montevina	San Jose	High	2016	1	0	NA	N
13866	City of SSF Water Quality Plant	South San Francisco	High	2004	9.7	NA	NA	Y
13877	Sanitary District No 1, Kentfield Pump Station	Kentfield	High	2002	9.6	NA	NA	N
13900	Comcast Communications	Daly City	High	2004	3.2	0	NA	N
13947	Hills Plaza Complex	San Francisco	High	NA	NA	NA	NA	N
13984	City of Santa Rosa Utilities Dept	Santa Rosa	High	2015	9.99	0	NA	N
13986	City of Santa Rosa Utilities Dept	Santa Rosa	High	2023	0.38	0	NA	N
13987	City of Santa Rosa Utilities Dept	Santa Rosa	High	2023	0.38	0	NA	N
14000	Lake Berryessa Resort Improvement District	Napa	High	2005	9.76	0.02	NA	N
14039	Contra Costa Water District	Concord	High	2019	9.9	0.9	NA	Y
14064	Central Contra Costa Sanitary District - Maltby Pump Station	Martinez	High	2023	5.9	0	NA	Y
14092	Pacific Bell Corporation	Milpitas	High	2002	8.9	0.01	0	N
14093	Verizon Business - HAWDCA	Hayward	High	NA	NA	NA	NA	Y
14113	City of San Leandro Water Pollution Control Plant	San Leandro	High	NA	NA	NA	NA	Y
14138	Contra Costa County	Martinez	High	NA	NA	NA	NA	N
14200	XO Communications Services, LLC	Fremont	High	2002	9.9	NA	NA	N
14242	City of St Helena LSWP	Saint Helena	High	NA	NA	NA	NA	N
14245	Fairfield-Suisun Sewer District (Suisun Pump Sta)	Suisun City	High	NA	NA	NA	NA	N
14248	Fairfield-Suisun Sewer District (Central Pump Sta)	Fairfield	High	NA	NA	NA	NA	Y
14436	County of Santa Clara	San Jose	High	NA	NA	NA	NA	N
14470	City of Burlingame	Burlingame	High	NA	NA	NA	NA	N
14495	Santa Clara County Roads & Airports Dept	San Jose	High	NA	NA	NA	NA	Y

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14502	City of Oakland Envir Scvs Division	Oakland	High	NA	NA	NA	NA	Y
14503	City of Oakland Envir Scvs Division	Oakland	High	NA	NA	NA	NA	Y
14546	Sewer Authority Mid-Coastside	Montara	High	NA	NA	NA	NA	N
14548	Montara Sanitary District	Montara	High	2021	9.9	0	NA	N
14611	California Water Service Company	Livermore	High	2018	6.7	0	NA	N
14624	Verizon-California Inc	Los Gatos	High	NA	NA	NA	NA	N
14672	SEECON Investments	Concord	High	NA	NA	NA	NA	Y
14676	Equinix LLC	San Jose	High	NA	NA	NA	NA	N
14691	Verizon Wireless Pleasanton Switch	Walnut Creek	High	2003	7	0.01	NA	N
14715	Verizon Business - SNIWCA	Richardson	High	NA	NA	NA	NA	Y
14717	Verizon Business - SANFCA, SFQCCA	San Francisco	High	NA	NA	NA	NA	N
14720	Verizon Business - FRMOCA	Fremont	High	NA	NA	NA	NA	N
14722	Verizon Business - SFCXCA	San Francisco	High	NA	NA	NA	NA	N
14776	Level 3 Communications	Suisun City	High	2002	9.9	NA	NA	N
14783	City of San Mateo City Hall	San Mateo	High	NA	NA	NA	NA	N
14785	City of San Mateo	San Mateo	High	NA	NA	NA	NA	N
14812	City of Vallejo Water Division	Vallejo	High	2002	9.9	0	NA	N
14825	Federal Aviation Administration	Mill Valley	High	2008	3.3	0	NA	N
14901	University of Ca SF General Hospital	San Francisco	High	NA	NA	NA	NA	N
15101	AT&T Corporation	San Ramon	High	2012	9.9	NA	NA	Y
15120	American Tower - Sunol Ridge - 8252	Sunol	High	NA	NA	NA	NA	N
15169	Adobe Systems, Inc	San Jose	High	NA	NA	NA	NA	N
15199	2403 Walsh Avenue LLC	Santa Clara	High	NA	NA	NA	NA	N
15292	IKEA California LLC	East Palo Alto	High	2003	6.6	0.9	NA	Y
15362	George Roberts	Atherton	High	2003	1.2	NA	NA	N
15449	Pacific Bell	San Ramon	High	NA	NA	NA	NA	N
15595	Golden Gate Ferry	Larkspur	High	2002	4	NA	NA	N
15889	Dublin San Ramon Services District	Dublin	High	2004	1.96	0	NA	N

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15906	1035 Market Street	San Francisco	High	2004	0.85	0	NA	Y
15981	MCI dba Verizon Business	Richardson	High	NA	NA	NA	NA	Y
16003	Comcast of California IX, Inc	Livermore	High	2004	9.9	NA	NA	Y
16028	MCMIF Crossroads Holdco, LLC	San Mateo	High	NA	NA	NA	NA	N
16043	City of Santa Rosa Subregional Utilities	Santa Rosa	High	2019	9.9	0.9	NA	N
16091	Comcast of California III, Inc	San Francisco	High	NA	NA	NA	NA	Y
16127	Pacific Bell (dba: AT&T CA)	San Ramon	High	2007	6.7	0	NA	N
16234	County of Sonoma Juvenile Justice Center	Santa Rosa	High	2004	9.8	0.01	NA	N
16242	Sonoma-Cutrer Vineyards	Windsor	High	NA	NA	NA	NA	N
16248	Comcast of California IX Inc	Fremont	High	2015	1.2	0	NA	N
16333	Verizon Wireless - Landess	Folsom	High	2004	1.7	NA	NA	N
16345	Vi at Palo Alto	Palo Alto	High	2004	9.9	NA	NA	N
16421	City of San Jose, SBWRP	San Jose	High	2004	9.99	NA	NA	N
16534	Stanford Health Care	Palo Alto	High	NA	NA	NA	NA	N
16620	Embassy Suites Hotel	San Rafael	High	NA	NA	NA	NA	N
16724	New Cingular Wireless dba AT&T Mobility	Santa Clara	High	2024	1.4	0	0	N
16735	Marvell Technology Group, Ltd	Santa Clara	High	NA	NA	NA	NA	N
16740	HCP LS Redwood City, LLC	San Francisco	High	NA	NA	NA	NA	N
16795	Westfield San Francisco Center	San Francisco	High	2005	1.2	0.9	NA	Y
16866	County of Sonoma	Santa Rosa	High	NA	NA	NA	NA	N
17001	University of California Santa Cruz	San Jose	High	NA	NA	NA	NA	N
17019	Cadence Design Systems, Inc	San Jose	High	NA	NA	NA	NA	N
17114	Alameda County Public Works Agency	Hayward	High	NA	NA	NA	NA	Y
17121	Alameda County Public Works Agency	Hayward	High	NA	NA	NA	NA	Y
17152	City of Milpitas	Milpitas	High	NA	NA	NA	NA	N
17155	City of Milpitas	Milpitas	High	NA	NA	NA	NA	N
17156	City of Milpitas	Milpitas	High	2010	9.97	0.01	NA	N
17290	City of Richmond (McDonald Ave S a)	Richmond	High	2006	9.8	0.01	NA	Y

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17306	Sonoma County Water Agency-Sonoma Booster Station	Santa Rosa	High	2020	1.74	0	NA	N
17351	Napa Berryessa Resort Improvement District	Napa	High	2007	6.3	0	NA	N
17428	Quadrus Sand Hill, LLC	Menlo Park	High	2005	0.6	NA	NA	N
17546	Camino Medical Group-ASC Building	Mountain View	High	2006	9.4	0.01	NA	N
17649	Alexandria Real Estate Equities, Inc	San Francisco	High	2018	3.1	0	NA	Y
17675	Sheriff's Dept County Jail 1 & 2	San Francisco	High	NA	NA	NA	NA	Y
17769	T5@Silicon Valley, LP	Newark	High	2010	7.2	0.9	NA	N
17771	Verizon Wireless (Sunnyvale MSC)	Sunnyvale	High	2007	9.97	0.01	NA	N
17864	Peralta Community College District	Berkeley	High	2006	1.59	0	NA	N
17906	City of San Rafael Dept of Public Works	San Rafael	High	NA	NA	NA	NA	Y
17910	City of San Rafael Dept of Public Works	San Rafael	High	NA	NA	NA	NA	N
18013	200 Paul Avenue LLC, c/o Digital Realty Trust	San Francisco	High	2012	2.1	0	NA	Y
18031	Kaiser Permanente	Napa	High	2012	2.2	0	NA	N
18067	Sanitary District No 2 of Marin County	Corte Madera	High	2007	9.7	0.01	NA	N
18111	Level 3 Communications	Santa Clara	High	NA	NA	NA	NA	N
18227	City of Gilroy	Gilroy	High	2007	9.3	0.01	NA	Y
18239	CoreSite	Milpitas	High	2007	9.9	0.01	NA	N
18242	Equinix LLC	Sunnyvale	High	NA	NA	NA	NA	N
18292	Paradise Valley Estates	Fairfield	High	2007	8.4	0	NA	N
18411	Sutter Health Enterprise Data Center dba Palo Alto Medical Fndn	Sunnyvale	High	2016	6.9	0	NA	N
18482	Alameda County Public Works Agency	Hayward	High	NA	NA	NA	NA	Y
18486	San Jose Fire Dept	San Jose	High	2007	2.6	0	NA	Y
18557	John Muir Health	Concord	High	2007	9.9	0.01	NA	Y
18647	Alameda County Public Works Agency	Union City	High	NA	NA	NA	NA	N
18753	City of Santa Clara	Santa Clara	High	2007	1.1	NA	NA	N
18807	California Highway Patrol, Cordelia Insp Facility	Fairfield	High	2014	0.32	0	NA	N
18852	Town of Hillsborough	Hillsborough	High	2008	8.3	NA	NA	N

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18990	Phoenix American Inc	San Rafael	High	2008	1.2	NA	NA	Y
19001	Equinix LLC	San Jose	High	NA	NA	NA	NA	N
19010	Quality Investment Properties Santa Clara, LLC	Santa Clara	High	NA	NA	NA	NA	N
19019	Sonoma Police Department	Sonoma	High	2010	9.87	0.01	NA	N
19060	Hosting Com	San Francisco	High	2009	7.4	0.9	NA	N
19091	San Francisco Public Utilities Commission	San Francisco	High	NA	NA	NA	NA	N
19102	Verizon Wireless-Fairfield MSC	Fairfield	High	2008	2.8	0	NA	Y
19110	Richmond Hall of Justice (City of Richmond)	Richmond	High	NA	NA	NA	NA	Y
19127	Parkmerced Investors LLC	San Francisco	High	2008	0.9	0	NA	N
19162	BMR-Pacific Research Center, LP	Newark	High	2003	3.1	0.9	NA	N
19268	FibroGen	San Francisco	High	2009	7.7	0	NA	N
19298	DataPipe Inc	San Jose	High	NA	NA	NA	NA	N
19323	555 YVR, LLC	Walnut Creek	High	2008	3.2	0	NA	N
19348	Cisco Systems	Mountain View	High	NA	NA	NA	NA	N
19470	Westfield Valley Fair	Santa Clara	High	2018	1.9	0	NA	N
19493	American AgCredit, FLCA	Santa Rosa	High	NA	NA	NA	NA	N
19539	CoreSite Real Estate	Santa Clara	High	2024	2.1	0	NA	N
19558	One Kearny LLC	San Francisco	High	2009	2.5	0	NA	Y
19597	San Francisco Hall of Justice	San Francisco	High	2009	10	0.01	NA	Y
19686	Microsoft Corporation	Santa Clara	High	NA	NA	NA	NA	N
19747	Aquarium of the Bay	San Francisco	High	NA	NA	NA	NA	N
19778	Alameda County Public Works Agency	Hayward	High	2023	6.17	0	NA	N
19779	Alameda County Public Works Agency	Hayward	High	2009	9.9	0.9	NA	N
19792	San Jose Water Company	Los Gatos	High	NA	NA	NA	NA	N
19793	San Jose Water Company	San Jose	High	NA	NA	NA	NA	N
19803	San Jose Water Company	San Jose	High	2015	1.4	NA	NA	N
19804	San Jose Water Company	San Jose	High	NA	NA	NA	NA	Y
19807	San Jose Water Company	San Jose	High	NA	NA	NA	NA	N

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19808	San Jose Water Company	Los Gatos	High	NA	NA	NA	NA	N
19880	Bear Gulch Creek Partners LLC	Woodside	High	2010	3.1	NA	NA	N
19898	Menlo Park Portfolio c/o Tarlton Properties	Menlo Park	High	2022	3.1	0	NA	N
19924	The Irvine Company	Irvine	High	2010	1.8	0	NA	N
19929	The Moscone Center	San Francisco	High	NA	NA	NA	NA	Y
19939	Napa Sanitation District	Napa	High	2021	9.9	0	NA	N
19966	San Francisco Unified School Dist (SFUSD)	San Francisco	High	2010	7.8	0.01	NA	N
19974	City of Los Altos	Los Altos	High	NA	NA	NA	NA	N
19997	BCAL LMP Harrison Property LLC c/o Avison Young	Oakland	High	NA	NA	NA	NA	Y
20009	Hayward Point Eden Business Center	Hayward	High	2010	6.9	0	NA	Y
20013	Mpower Communications / Telepacific	Oakland	High	NA	NA	NA	NA	Y
20043	City of Santa Rosa	Santa Rosa	High	NA	NA	NA	NA	N
20072	Kaiser Permanente	Pleasanton	High	NA	NA	NA	NA	N
20126	Evocative	Santa Clara	High	2013	3.1	NA	NA	N
20214	Soiland Co , Inc	Santa Rosa	High	2020	9	0	NA	N
20228	Amazon Data Services, Inc	Santa Clara	High	2014	2.9	0.03	NA	Y
20295	Vantage Data Centers Management Co , LLC	Santa Clara	High	2023	9.5	0.02	0.09	N
20356	Digital 365, LLC	San Francisco	High	NA	NA	NA	NA	N
20370	1101 Space Park Partners, LLC	Saratoga	High	2022	8.33	0.01	0	N
20387	Apple Inc. (CC02)	Cupertino	High	NA	NA	NA	NA	N
20461	The Pyramid Center	San Francisco	High	2017	0.81	0	NA	N
20504	Las Gallinas Valley Sanitary District	San Rafael	High	2011	2.8	0	NA	N
20536	Lucid USA Inc	Newark	High	2019	9.9	0.9	NA	N
20555	Mercy Housing California	San Francisco	High	2011	6.8	0	NA	Y
20560	City of Brisbane	Brisbane	High	NA	NA	NA	NA	N
20570	Graton Fire Protection District	Sebastopol	High	2011	8.1	0	NA	N
20586	Digital 720 2nd LLC	Oakland	High	2007	9.45	0.01	NA	Y
20609	Timber Soma MC LP	San Jose	High	NA	NA	NA	NA	N

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20685	Ariba	Sunnyvale	High	2011	9.6	0	NA	N
20720	San Francisco Public Utilities Commission	San Francisco	High	2020	2	0	NA	Y
20775	SYNNEX Corporation	Fremont	High	2015	2.1	0	NA	N
20838	New Cingular Wireless dba AT&T Mobility	Saint Helena	High	2015	0.4	0	NA	N
20903	CoreSite	San Jose	High	NA	NA	NA	NA	N
20924	Juniper Networks	Sunnyvale	High	2002	9.2	NA	NA	N
21024	EdgeConneX Silicon Valley Holdings, LLC	Herndon	High	2017	6.7	0.01	NA	N
21057	Sutter Bay Hospitals	Santa Rosa	High	2012	7.6	NA	NA	N
21100	Siemens Medical Solutions USA, Inc	Mountain View	High	NA	NA	NA	NA	N
21192	City of Dublin/Public Works	Dublin	High	2012	0.5	0	NA	N
21193	Comcast Cable	Santa Clara	High	2020	3.1	0	NA	N
21222	Kilroy Realty LP	San Francisco	High	NA	NA	NA	NA	N
21236	Caltrans - Caldecott Tunnel	Oakland	High	NA	NA	NA	NA	N
21247	San Rafael Sanitation District	San Rafael	High	NA	NA	NA	NA	N
21348	Apple Inc	Sunnyvale	High	2012	1.7	0	NA	N
21386	Santa Rosa Jr College Campus (SRJC)	Petaluma	High	2012	1.3	0	NA	N
21397	AT&T Park Willie Mays Plaza	San Francisco	High	NA	NA	NA	NA	N
21402	Forty Niners Stadium, LLC	Santa Clara	High	2012	1.5	0	NA	N
21428	City of Fremont-Fire Station #5	Fremont	High	NA	NA	NA	NA	N
21450	Geary Market Investment Co	San Francisco	High	NA	NA	NA	NA	Y
21478	San Francisco Federal Reserve Bank	San Francisco	High	NA	NA	NA	NA	N
21522	San Francisco Housing Authority	San Francisco	High	NA	NA	NA	NA	N
21535	Gap, Inc	San Francisco	High	2015	1.7	0	NA	N
21575	233 Geary Street Property Owner, LLC	San Francisco	High	NA	NA	NA	NA	Y
21596	CCSF - DEM	San Francisco	High	NA	NA	NA	NA	N
21607	State of California	San Francisco	High	NA	NA	NA	NA	N
21612	CCSF - 25VN	San Francisco	High	2018	3.3	0	NA	Y
21615	City & County of SF (Real Estate Div)	San Francisco	High	2019	9.9	0.9	NA	Y

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21646	Guide Dogs for the Blind, Inc	San Rafael	High	2018	7.2	0.02	NA	N
21676	Evocative Data Centers	Saint Louis	High	NA	NA	NA	NA	N
21808	San Jose Fire Dept / Accts Payable	San Jose	High	NA	NA	NA	NA	N
21835	Menlo Park Fire	Menlo Park	High	NA	NA	NA	NA	N
21843	CordeValle Resort	San Martin	High	2013	8.7	0	NA	N
21852	Exelixis, Inc	Alameda	High	NA	NA	NA	NA	Y
21870	Google LLC	Redwood City	High	NA	NA	NA	NA	N
21916	The Maude & Mathilda R&D c/o Kilroy Realty L P	Menlo Park	High	2013	0.87	0	NA	N
21978	Meta Platforms, Inc. - FRE 126	Fremont	High	2013	0.95	0	NA	N
22032	Jamestown Concord Tech Bldg c/o SRP Mgmt, Inc	Concord	High	2012	6.4	NA	NA	N
22035	Lakeshore Residential Owners Assoc	Discovery Bay	High	NA	NA	NA	NA	N
22052	Treat Towers Owner LLC	Walnut Creek	High	NA	NA	NA	NA	N
22058	KRE 1221 Broadway Owners LLC	Oakland	High	2001	0.4	0	NA	Y
22085	Dolby Laboratories, Inc	San Francisco	High	NA	NA	NA	NA	Y
22094	American Tower LLC - 89375- Starr Canyon Site	Phoenix	High	2013	1.6	0	NA	N
22102	Southern Wine And Spirits	Union City	High	2013	2.8	0	NA	N
22105	The Lodge at Morgan Hill c/o Buckingham Property	Morgan Hill	High	2013	5.7	0	NA	Y
22157	Fortinet, Inc	Sunnyvale	High	2013	5.89	0	NA	N
22171	Sun Life Assurance Company of Canada c/o Alhouse Deaton	San Francisco	High	NA	NA	NA	NA	N
22177	BTIG, LLC	San Francisco	High	NA	NA	NA	NA	N
22190	California Water Service Company	San Jose	High	2014	9.9	0	NA	N
22317	Thermo Fisher Scientific	Fremont	High	2014	0.3	NA	NA	N
22322	CBRE Asset Services	Walnut Creek	High	NA	NA	NA	NA	N
22375	Amazon Data Services, Inc.	Santa Clara	High	2015	9.8	0.01	NA	N
22379	Preferred Freezer Services	San Leandro	High	2014	1.3	0	NA	Y
22380	City of Brentwood	Brentwood	High	2014	2	0.01	NA	N
22420	Restoration Management Company	Hayward	High	2014	8.7	0.01	NA	Y
22435	1155 SF Partners LLC	San Francisco	High	NA	NA	NA	NA	Y

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22442	Azure Apartment Complex	San Francisco	High	2014	2.9	NA	NA	N
22445	City of Pacifica Water Recycling/Wastewater Treat	Pacifica	High	2019	9.9	0.9	NA	N
22523	Canyon Ranch Wellness Retreat	Woodside	High	2009	8.93	0.01	NA	N
22623	Cologix, Inc. SV1	Santa Clara	High	2016	9.91	0.01	NA	N
22634	Madrone Owner's Association	San Francisco	High	2011	5.9	0	NA	N
22649	Caltrans	Oakland	High	2017	9.9	0	NA	Y
22656	Evocative, LLC	Emeryville	High	NA	NA	NA	NA	N
22658	Element Critical	Sunnyvale	High	NA	NA	NA	NA	N
22740	Las Gallinas Valley Sanitary District	San Rafael	High	2015	9.99	0	NA	N
22785	Kilroy Realty Corporation	San Francisco	High	2014	1.6	0	NA	N
22938	Visual Concepts Entertainment	Novato	High	2015	0.8	0	NA	N
22974	Stack Infrastructure	San Jose	High	2014	8.1	0	NA	N
22990	Davis Estates Winery	Calistoga	High	2015	9.6	0	NA	N
23005	Olive Tree Manor LLC	Napa	High	2015	9.9	0.9	NA	N
23016	Healthpeak Properties, HCP Oyster Point III LLC	San Francisco	High	2017	7.5	0	NA	Y
23086	Paraduxx Winery	Napa	High	2015	9.9	0.9	NA	N
23132	1634 Pine Street LLC	San Francisco	High	2015	4.2	0	NA	N
23178	Downtown RWC RES, LLC	Denver	High	2014	6	0	NA	Y
23216	Hudson Skyport Plaza, LLC	San Jose	High	2003	9.7	0	NA	N
23223	Everest Infrastructure Partners - Mt. Diablo	Sacramento	High	NA	NA	NA	NA	N
23259	Piedmont Gardens	Oakland	High	2022	4.1	0	NA	N
23274	OnTrac Logistics, Inc	Cincinnati	High	2016	0.49	0	NA	N
23395	KBSIII Almaden Financial Plaza, LC	San Jose	High	NA	NA	NA	NA	N
23398	Film Werks International	San Francisco	High	2016	9.9	0	NA	N
23528	Brand Winery	Saint Helena	High	2016	9.9	0	NA	N
23544	HCP BTC LLC	South San Francisco	High	2009	8.3	0.01	NA	Y
23586	Bay Alarm-Concord	Concord	High	2016	3.1	0	NA	Y
23616	Central Wolfe LLC	Sunnyvale	High	2016	1.6	0	NA	N

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23812	Maxar Space LLC (Bldg 60)	Palo Alto	High	2024	8.8	0	0.03	N
23902	EQUINIX INC SV14-SV17	San Jose	High	2015	7.2	0	NA	N
23946	Hudson Concourse, LLC	San Jose	High	NA	NA	NA	NA	N
23984	4700 Old Ironsides Drive LLC	Santa Clara	High	2003	5.6	0.9	NA	N
24042	Vantage Data Centers Management Co	Santa Clara	High	2023	4.8	0	0.02	N
24054	The Sobrato Organization	Santa Clara	High	NA	NA	NA	NA	N
24059	Phoenix Data Center Leasehold LLC	Sunnyvale	High	2005	9.99	0.01	NA	N
24097	706 Mission Center Association	San Francisco	High	2018	4.6	0	NA	Y
24146	Best Fang Holdings, LLC	San Jose	High	NA	NA	NA	NA	N
24187	Shimmick/Danny's Joint Venture	Mill Valley	High	2019	0.8	NA	NA	N
24297	MCREF Rincon Hill, LLC	San Mateo	High	2019	0.26	0	NA	N
24313	Impact Transportation, LLC	Emeryville	High	2019	NA	0.8	0.7	Y
24374	China Mobile International Infrastructural (US1)	San Jose	High	2021	7.37	0.01	NA	N
24511	US Army Corps of Engineers	Sausalito	High	NA	NA	NA	NA	N
24535	NTT Global Data Centers Americas, Inc	Santa Clara	High	2020	2.31	0	NA	N
24673	600 California Owner LLC	San Francisco	High	NA	NA	NA	NA	N
24713	CCSF-TC & FSD	San Francisco	High	2020	0.15	0	NA	N
24925	BioSquare Silicon Valley	Los Angeles	High	2021	0.3	0	NA	N
25011	San Mateo County Office of Education	Redwood City	High	2022	9.9	0.1	NA	N
25036	Dawn US Holdings LLC, dba Evoque Data Center	San Jose	High	NA	NA	NA	NA	N
25075	Mission Rock Parcel G LLC	San Francisco	High	2022	3.3	0	0.01	N
25083	Market Center Owner, LP	San Francisco	High	NA	NA	NA	NA	N
25093	City of Martinez Water Treatment Plant	Martinez	High	NA	NA	NA	NA	Y
25095	SF South Bay Shoreline Reach 1 & 2/3	San Jose	High	2022	3.88	0	NA	N
25257	BMR-Gateway of Pacific III LP	South San Francisco	High	2021	1.3	0	0.04	Y
100768	Silver Oak Cellars	Oakville	High	2018	0.1	NA	NA	N
200385	SF Police Credit Union	San Bruno	High	2016	9.99	1	NA	N
200396	Linkedin Corporation	Mountain View	High	2019	3.7	0	NA	N

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200402	San Jose Water Company	San Jose	High	2017	2.8	0	NA	Y
200419	150 Independence	Menlo Park	High	2016	9.9	0.9	NA	N
200431	Seed Testing Real Estate II	Gilroy	High	2019	9.9	0.9	NA	Y
200439	Mosser Company	San Francisco	High	2017	3.2	0	NA	N
200471	Frito Lay, Inc.	Alameda	High	2017	9.9	0.9	NA	Y
200477	T8 Urban Housing Associates, LLC, c/o Related Companies	San Francisco	High	2017	8.8	0	NA	N
200541	Workday	Pleasanton	High	2017	2.6	0	NA	N
200628	City of Union City	Union City	High	2017	0.9	0	NA	N
200652	The Exchange	San Francisco	High	2018	3.2	0	NA	N
200662	Shafer Vineyards	Napa	High	2020	9.9	0	NA	N
200691	41 Tehama, LP	San Francisco	High	2017	9.7	0	NA	N
200744	Fremont Bank Livermore Operations	Livermore	High	2021	0.75	0	NA	N
200756	Hampton Inn San Jose	San Jose	High	2019	2.6	0	NA	N
200760	Golden Cajun, LLC	Santa Clara	High	2018	9.4	0.01	NA	N
200784	FN Cellars, Inc.	Oakville	High	2019	9.9	0.9	NA	N
200804	San Mateo County	Redwood City	High	NA	NA	NA	NA	Y
200822	Tech Corners Campus LLC	Sunnyvale	High	2018	1.2	0	NA	N
200833	The Grad Student Housing	San Jose	High	2019	4.5	0	NA	N
200894	Aloft Hotel	Dublin	High	2018	9.9	0.1	NA	N
200901	Veritas Headquarters - Equipment Yard	Santa Clara	High	NA	NA	NA	NA	N
200909	Partnership Health Plan of California	Fairfield	High	2018	9.99	1	NA	N
201021	Groth Vineyards	Napa	High	2019	9.9	0	NA	N
201073	Sutter Shared Lab	Livermore	High	NA	NA	NA	NA	N
201165	CoreSite Real Estate 3045 Stender, LP	Santa Clara	High	2024	2.1	0	NA	N
201174	BNSF Railway Company	Brentwood	High	NA	NA	NA	NA	N
201183	Alexander Station Apartments	Gilroy	High	2018	9.99	1	NA	Y
201226	Aralon Properties	South San Francisco	High	NA	NA	NA	NA	Y

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201322	Pink Sunset	Atherton	High	2021	9.9	0	NA	N
201378	Four Seasons Resort & Residences Napa Valley	Calistoga	High	2023	3.5	0	0.72	N
201401	AP3-SF3 CT NORTH LLC	South San Francisco	High	2018	0.59	0	NA	Y
201412	Synopsys Pathline Building 1	Sunnyvale	High	2023	3.4	0	NA	N
201486	HCP LS Brisbane LLC c/o CBRE	Brisbane	High	2018	1.4	0	NA	Y
201560	Related California	San Francisco	High	2019	6.7	0	NA	Y
201589	Fireeye, Inc.	Milpitas	High	NA	NA	NA	NA	N
201620	SJSC Properties LLC	San Jose	High	2019	6.6	0	NA	N
201658	Allogene Therapeutics, Inc.	South San Francisco	High	2019	1.8	0	NA	Y
201667	2 West Santa Clara Street	San Jose	High	2019	2.4	0	NA	N
201672	One Hope Winery	Napa	High	2019	9.9	0	NA	N
201688	Stonestown Anchor Acquisition, LP	San Francisco	High	2019	9.9	0.9	NA	N
201699	Microsoft Corporation	Mountain View	High	2019	1	0	NA	N
201726	O'Brien Estates	Napa	High	2019	9.9	0.9	NA	N
201727	SFPUC - Yerba Buena Island	San Francisco	High	2022	1	0	NA	Y
201736	BH 3500 Mountain Blvd. LLC	Oakland	High	2019	9.9	0.9	NA	N
201737	Marcassin Wine	Windsor	High	2019	0.36	0	NA	N
201767	Outpost Wines	Angwin	High	2019	9.9	0	NA	N
201768	Zeiss Innovation Center California	Dublin	High	2020	2.2	0	NA	N
201782	Elyse Winery	Napa	High	2019	3.2	0	NA	N
201797	M2 Apartments	San Francisco	High	2020	9.9	0.1	NA	Y
201802	125 Constitution	Menlo Park	High	2019	1.7	0	NA	N
201804	Real Social Good Investments	Menlo Park	High	2020	9.9	0	NA	N
201806	Amazon USF1 Santa Clara	Santa Clara	High	2019	2.8	0	NA	N
201807	Prime Now LLC-USF2	San Leandro	High	2019	1.1	0	NA	Y
201817	North Marin Water District	Novato	High	NA	NA	NA	NA	N
201853	Wornick Estates	Saint Helena	High	NA	NA	NA	NA	N

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201860	Atherton Civic Center	Atherton	High	NA	NA	NA	NA	N
201872	CBRE	South San Francisco	High	2020	9.9	0	NA	Y
201874	30 Otis	San Francisco	High	2020	1.5	0	NA	Y
201885	SUNRISE VILLA SONOMA	Sonoma	High	2020	9.9	0.1	NA	N
201891	Realm Cellars	Napa	High	2020	9.9	0	NA	N
201899	1201 Broadway - Operator, LLC	Millbrae	High	NA	NA	NA	NA	N
201908	ZD Wines, LLC	Napa	High	NA	NA	NA	NA	N
201926	California Water Service Company [BG Stations 24]	Woodside	High	NA	NA	NA	NA	N
201943	Caltrans - Devil's Slide	Pacifica	High	2020	0.04	0	NA	N
201957	Promontory Winery	Napa	High	NA	NA	NA	NA	N
201972	Hamel Family Wines	Sonoma	High	2020	9.9	0	NA	N
201981	Allogene Therapeutics	Newark	High	2020	8.3	0	NA	N
201984	Fontanella Family Winery	Napa	High	2021	9.9	0.1	NA	N
202012	Marciano Winery	Saint Helena	High	2020	7.9	0	NA	N
202016	Facebook, Inc.	Burlingame	High	2020	9.9	0	NA	N
202020	META	Sunnyvale	High	2018	4.2	0	NA	N
202039	Lokoya Winery	Saint Helena	High	NA	NA	NA	NA	N
202056	FedEx Freight Livermore	Livermore	High	2020	0.49	0	NA	N
202077	GI TC Perry Park LLC	Sunnyvale	High	2020	6.3	0	NA	N
202088	Westport Office Park, LLC	Redwood City	High	2023	9.99	0	NA	N
202103	St Supery Winery	Saint Helena	High	NA	NA	NA	NA	N
202121	Impossible Foods - Pilot Plant	Redwood City	High	2021	3.9	0	NA	Y
202156	Align Technology - Bldg. 3	San Jose	High	2021	9.9	0.1	NA	N
202162	1020 Atlantic	Alameda	High	2021	9.9	0	NA	N
202171	TBUSA	San Jose	High	2021	1.6	0	NA	N
202176	ZENNI OPTICAL	Novato	High	2021	9.9	0.1	NA	N
202274	Rancho de Calistoga	Calistoga	High	2022	3.6	0	NA	N
202281	601 California Street (International Building)	San Francisco	High	NA	NA	NA	NA	N

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202290	California Water Service Co. BG Station 7	Portola Valley	High	2021	3.1	0	NA	N
202310	Guardant Health at 3100 Hanover Palo Alto	Palo Alto	High	2021	1.5	0	NA	N
202356	Pacific Research Center	Newark	High	2023	2.1	0	NA	N
202376	Brasswood Estates	Calistoga	High	NA	NA	NA	NA	N
202444	Alila Napa Valley	St. Helena	High	NA	NA	NA	NA	N
202457	Altitude Apartments	South San Francisco	High	2021	9.9	0	NA	Y
202495	Genesis Marina	Brisbane	High	2022	0.65	0	0.01	N
202512	The Forum at Rancho San Antonio	Cupertino	High	2022	1.7	0	NA	N
202534	47071 Bayside Parkway	Fremont	High	2022	9.9	0.1	NA	N
202546	Restaurant Depot	Concord	High	NA	NA	NA	NA	Y
202581	GeneFab, LLC	Alameda	High	2022	1.7	0	NA	N
202590	Santa Rosa Hatchery	Santa Rosa	High	NA	NA	NA	NA	N
202600	30680 Huntwood	Hayward	High	2022	2	0	NA	N
202629	Villa del Lago Winery	St. Helena	High	2022	9.9	0.1	NA	N
202644	Sharks Ice at San Jose	San Jose	High	NA	NA	NA	NA	Y
202665	Kaiser Foundation Health Plan - Project Genetics Lab	San Jose	High	2022	6	0	NA	N
202676	Custom Name Goods, LLC	Oakland	High	2022	9.9	0.1	NA	Y
202790	Janssen Research and Development LLC	Brisbane	High	NA	NA	NA	NA	N
202964	Redwood Bay Biotech	Redwood City	High	2023	3.2	0	NA	Y
203039	Amgen Inc.	South San Francisco	High	2021	1.3	0	NA	Y
212207	PRIDE MOUNTAIN VINEYARDS, LLC	Santa Rosa	High	2022	9.9	0	NA	N

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Table B-4. Intermediate Priority Facilities

Facility Number	Facility Name	City	AB2588 Priority Ranking	HRA Year	HRA Cancer Risk (in chances in a million)	Chronic Hazard Index	Acute Hazard Index	Overburdened Community (Yes/No)
23	Chemtrade West US LLC	Richmond	Intermediate	NA	NA	NA	NA	Y
21656	BAHA Authority c/o Cushman & Wakefield	San Francisco	Intermediate	NA	NA	NA	NA	N
5791	Fairmont Memorial Park	Fairfield	Intermediate	NA	NA	NA	NA	N
2634	Carriage Funeral Holdings, Inc.	Lafayette	Intermediate	NA	NA	NA	NA	N
279	Keysight Technologies	Santa Rosa	Intermediate	NA	NA	NA	NA	N
19463	Grissom's Chapel & Mortuary	San Lorenzo	Intermediate	NA	NA	NA	NA	N
1364	Cypress Amloc Land Co , Inc	Colma	Intermediate	NA	NA	NA	NA	N
13193	Valero Benicia Asphalt Plant	Benicia	Intermediate	NA	NA	NA	NA	N
23637	Ardagh Metal Beverage USA Inc	Fairfield	Intermediate	NA	NA	NA	NA	N
12625	J & B Enterprises	Santa Clara	Intermediate	NA	NA	NA	NA	N
17437	Lumileds LLC	San Jose	Intermediate	NA	NA	NA	NA	N
4831	L P McNear Brick Co Inc	San Rafael	Intermediate	NA	NA	NA	NA	N
1618	Sanmina Corporation	San Jose	Intermediate	NA	NA	NA	NA	Y
2206	Streamline Circuits LLC dba Summit Interconnect SC	Santa Clara	Intermediate	NA	NA	NA	NA	N
16993	KVAL Inc	Petaluma	Intermediate	NA	NA	NA	NA	N
21656	BAHA Authority c/o Cushman & Wakefield	San Francisco	Intermediate	NA	NA	NA	NA	N
14	MECS INC	Martinez	Intermediate	NA	NA	NA	NA	Y
17	Lehigh Southwest Cement Company	Cupertino	Intermediate	2011	9.1	0.12	NA	N
49	Chevron Products Company	San Jose	Intermediate	NA	NA	NA	NA	Y
64	Equilon Enterprises LLC-San Jose Terminal	San Jose	Intermediate	NA	NA	NA	NA	Y
68	Granite Rock	Redwood City	Intermediate	NA	NA	NA	NA	Y
73	Gallagher & Burk, Inc	Oakland	Intermediate	NA	NA	NA	NA	Y

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93	Safeway Stores Inc, Bakery Plant	Richmond	Intermediate	NA	NA	NA	NA	Y
94	Cargill Salt	Newark	Intermediate	NA	NA	NA	NA	N
153	PABCO Gypsum	Newark	Intermediate	NA	NA	NA	NA	N
173	Georgia-Pacific Gypsum LLC	Antioch	Intermediate	NA	NA	NA	NA	Y
433	Kaiser French Campus	San Francisco	Intermediate	NA	NA	NA	NA	N
519	Chevron, Oakland Airport-North	Oakland	Intermediate	NA	NA	NA	NA	Y
531	Agilent Technologies	Santa Clara	Intermediate	NA	NA	NA	NA	N
556	SLAC National Accelerator Laboratory	Menlo Park	Intermediate	NA	NA	NA	NA	N
585	Varian Oncology Systems	Palo Alto	Intermediate	NA	NA	NA	NA	N
606	Anheuser-Busch LLC	Fairfield	Intermediate	NA	NA	NA	NA	N
736	Del Monte Foods Research Center	Walnut Creek	Intermediate	NA	NA	NA	NA	N
756	Toro Petroleum Corp	Gilroy	Intermediate	NA	NA	NA	NA	Y
792	Washington Hospital	Fremont	Intermediate	NA	NA	NA	NA	N
1000	AHMC Seton Medical Center	Daly City	Intermediate	NA	NA	NA	NA	N
1205	City of St Helena	Saint Helena	Intermediate	NA	NA	NA	NA	N
1236	Town of Windsor	Windsor	Intermediate	NA	NA	NA	NA	N
1320	San Jose Delta Associates, Inc	Santa Clara	Intermediate	NA	NA	NA	NA	N
1351	City of Burlingame Wastewater Treatment Facility	Burlingame	Intermediate	NA	NA	NA	NA	N
1352	Adventist Health St Helena	Saint Helena	Intermediate	NA	NA	NA	NA	N
1404	Fairfield-Suisun Sewer District	Fairfield	Intermediate	NA	NA	NA	NA	Y
1426	Gavilan Hills Crematory	Gilroy	Intermediate	NA	NA	NA	NA	N
1430	Nazareth House of San Rafael	San Rafael	Intermediate	2013	8.3	o	NA	N
1463	Ironhouse Sanitary District	Oakley	Intermediate	NA	NA	NA	NA	N
1523	Sanitary District #5 of Marin County	Tiburon	Intermediate	NA	NA	NA	NA	N
1533	Sewer Authority Mid-Coastside	Half Moon Bay	Intermediate	NA	NA	NA	NA	N
1567	Sonoma County Water Agency	Santa Rosa	Intermediate	NA	NA	NA	NA	N
1606	City of Fairfield	Fairfield	Intermediate	NA	NA	NA	NA	Y
1669	Kaiser Permanente Medical Center	Martinez	Intermediate	NA	NA	NA	NA	N

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1700	California Pacific Med Ctr, Pacific Campus	San Francisco	Intermediate	NA	NA	NA	NA	N
1713	MarinHealth Medical Center	Greenbrae	Intermediate	NA	NA	NA	NA	N
1793	Golden Gate Bridge & Transit District	San Rafael	Intermediate	NA	NA	NA	NA	Y
1794	Teikuro America Company, Ltd	Hayward	Intermediate	NA	NA	NA	NA	N
1811	Clorox Products Manufacturing Company	Fairfield	Intermediate	NA	NA	NA	NA	N
1820	Martinez Cogen Limited Partnership at Tesoro	Martinez	Intermediate	NA	NA	NA	NA	Y
1846	Mark Hopkins Hotel	San Francisco	Intermediate	NA	NA	NA	NA	N
1860	Laguna Honda Hospital	San Francisco	Intermediate	NA	NA	NA	NA	N
2025	University of San Francisco	San Francisco	Intermediate	2012	1.1	0.9	NA	N
2035	SVC Manufacturing, Inc dba Pepsico	Oakland	Intermediate	NA	NA	NA	NA	Y
2053	Sausalito-Marin City Sanitary District	Sausalito	Intermediate	NA	NA	NA	NA	N
2060	Team San Jose	San Jose	Intermediate	NA	NA	NA	NA	N
2094	Contra Costa County	Martinez	Intermediate	NA	NA	NA	NA	N
2099	St Rose Hospital	Hayward	Intermediate	NA	NA	NA	NA	Y
2172	Office of The Sheriff	San Bruno	Intermediate	2006	6.7	0.9	NA	N
2200	Masonic Homes of California	Union City	Intermediate	NA	NA	NA	NA	N
2233	International Paper	Gilroy	Intermediate	NA	NA	NA	NA	Y
2246	Waste Management of Alameda County	Fremont	Intermediate	1991	0.9	0.09	NA	N
2258	AC Transit District - Central Maintenance Building	Oakland	Intermediate	NA	NA	NA	NA	Y
2275	IBM Corp, Research Facilities	San Jose	Intermediate	NA	NA	NA	NA	N
2302	Thermo Fisher Scientific	San Jose	Intermediate	NA	NA	NA	NA	N
2417	Anritsu Company	Morgan Hill	Intermediate	NA	NA	NA	NA	N
2483	Bimbo Bakeries USA	South San Francisco	Intermediate	NA	NA	NA	NA	Y
2501	Livermore Crematory	Livermore	Intermediate	NA	NA	NA	NA	N
2561	Shoreline Amphitheatre	Mountain View	Intermediate	NA	NA	NA	NA	N
2773	Davis Street Transfer Station	San Leandro	Intermediate	NA	NA	NA	NA	Y
2899	AC Transit District	Oakland	Intermediate	NA	NA	NA	NA	Y
2932	Cypress Lawn Cemetery Association	Colma	Intermediate	2014	3.4	0.6	0.99	N

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2949	East Bay Municipal Utility District	Oakland	Intermediate	NA	NA	NA	NA	Y
3152	Lam Research Corporation - Fremont Campus	Fremont	Intermediate	NA	NA	NA	NA	N
3165	Pacific Gas and Electric Company	Livermore	Intermediate	NA	NA	NA	NA	N
3166	Pacific Gas and Electric Company/Envr Field Svcs	Oakland	Intermediate	NA	NA	NA	NA	Y
3167	Pacific Gas and Electric Company	San Francisco	Intermediate	2021	9.9	0	NA	Y
3172	Pacific Gas and Electric Company	Daly City	Intermediate	NA	NA	NA	NA	N
3194	City of Alameda, Maint Serv Center	Alameda	Intermediate	NA	NA	NA	NA	Y
3256	Turk Island Solid Waste Disposal Site	Union City	Intermediate	NA	NA	NA	NA	N
3312	GreenWaste Zanker Resource Recovery Facility (Site 1)	San Jose	Intermediate	NA	NA	NA	NA	N
3335	Stanford Health Care Tri-Valley	Livermore	Intermediate	NA	NA	NA	NA	N
3576	Catholic Cremation Services	Hayward	Intermediate	2006	6.2	0.24	0.11	N
3613	St Mary's Medical Center	San Francisco	Intermediate	2012	3.8	0	NA	N
3711	Sutter Health Eden Medical Center	Castro Valley	Intermediate	2010	9.9	0.9	NA	N
3734	Fong Brothers Printing Inc	Brisbane	Intermediate	NA	NA	NA	NA	N
3739	Sutter Bay Hospitals dba Alta Bates Summit Medical Center	Berkeley	Intermediate	NA	NA	NA	NA	N
3779	Contra Costa County	Martinez	Intermediate	NA	NA	NA	NA	N
3809	Mountain View Cemetery Association	Oakland	Intermediate	NA	NA	NA	NA	N
3885	Alameda Health System - Highland Hospital Campus	Oakland	Intermediate	NA	NA	NA	NA	N
3893	Sonoma Valley Hospital District	Sonoma	Intermediate	NA	NA	NA	NA	N
3926	Kaiser Permanente Medical Center	San Francisco	Intermediate	NA	NA	NA	NA	N
3947	Kaiser Permanente San Rafael Medical Center	San Rafael	Intermediate	NA	NA	NA	NA	N
4007	Central Contra Costa Sanitary District	Orinda	Intermediate	2021	0.79	0	0	N
4020	SFPP, LP	San Jose	Intermediate	1989	8	0	NA	N
4022	SFPP, LP	Concord	Intermediate	NA	NA	NA	NA	Y
4047	Kaiser Foundation Hospital	South San Francisco	Intermediate	NA	NA	NA	NA	N
4064	Sutter Health Sacto/Sierra Regio	Vallejo	Intermediate	NA	NA	NA	NA	Y
4096	VA Medical Center	Martinez	Intermediate	NA	NA	NA	NA	N

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4106	City of Millbrae Wastewater Treatment Plant	Millbrae	Intermediate	NA	NA	NA	NA	N
4122	Cedar Lawn Memorial Park & Mortuary	Fremont	Intermediate	NA	NA	NA	NA	N
4209	Valley Memorial Park	Novato	Intermediate	NA	NA	NA	NA	N
4272	El Camino Hospital	Mountain View	Intermediate	NA	NA	NA	NA	N
4408	Mt View Sanitary District	Martinez	Intermediate	NA	NA	NA	NA	Y
4446	Veterans' Home of California	Yountville	Intermediate	NA	NA	NA	NA	N
4756	Artichoke Joe's Casino	San Bruno	Intermediate	NA	NA	NA	NA	Y
5167	Sunpol Resins & Polymers, Inc	Fairfield	Intermediate	NA	NA	NA	NA	N
5180	San Ramon Regional Medical Center	San Ramon	Intermediate	NA	NA	NA	NA	N
5249	California State University, East Bay	Hayward	Intermediate	NA	NA	NA	NA	N
5383	Foothill Community College	Los Altos	Intermediate	NA	NA	NA	NA	N
5462	Bio-Rad Laboratories	Richmond	Intermediate	NA	NA	NA	NA	Y
5474	United States Mint at San Francisco	San Francisco	Intermediate	NA	NA	NA	NA	N
5498	Randall-Bold Water Treatment Plant	Oakley	Intermediate	2010	0.9	0	NA	N
5582	Eggo Company	San Jose	Intermediate	NA	NA	NA	NA	Y
5691	Sunquest Properties Inc	Brisbane	Intermediate	NA	NA	NA	NA	N
5731	Rodeo Sanitary District	Rodeo	Intermediate	NA	NA	NA	NA	Y
5751	BD Biosciences	San Jose	Intermediate	NA	NA	NA	NA	N
5878	Solano County Health and Social Services	Fairfield	Intermediate	NA	NA	NA	NA	Y
5905	City of Sunnyvale/Environmental Services	Sunnyvale	Intermediate	NA	NA	NA	NA	N
6002	Patriot Resources LLC	Gilroy	Intermediate	NA	NA	NA	NA	Y
6023	The Home Depot Store #0630	Santa Clara	Intermediate	NA	NA	NA	NA	N
6024	The Home Depot Store #0629	Pleasanton	Intermediate	NA	NA	NA	NA	N
6054	East Bay Municipal Utility District	Richmond	Intermediate	NA	NA	NA	NA	N
6066	San Jose Evergreen Community College Dist	San Jose	Intermediate	NA	NA	NA	NA	N
6068	San Jose Evergreen Valley College	San Jose	Intermediate	NA	NA	NA	NA	N
6188	Recology Vallejo	Vallejo	Intermediate	NA	NA	NA	NA	Y
6205	Pacific Bell	Moraga	Intermediate	NA	NA	NA	NA	N

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6237	Germaines Seed Technology	Gilroy	Intermediate	NA	NA	NA	NA	Y
6378	Tri-City Rock, Inc	Fremont	Intermediate	NA	NA	NA	NA	N
6487	The Home Depot Store #0635	Carlsbad	Intermediate	NA	NA	NA	NA	N
6496	Golden Gate Bridge, Highway & Transportation Distr	San Francisco	Intermediate	NA	NA	NA	NA	N
6968	Mercy Retirement and Care Center	Oakland	Intermediate	NA	NA	NA	NA	Y
6997	30 CES/CEIEC	Half Moon Bay	Intermediate	NA	NA	NA	NA	N
7394	Sunset View Cemetery Association	El Cerrito	Intermediate	NA	NA	NA	NA	N
7831	Mount Tamalpais Cemetery and Mortuary	San Rafael	Intermediate	NA	NA	NA	NA	N
7852	California Water Service Company	Atherton	Intermediate	NA	NA	NA	NA	N
8001	East Bay Municipal Utility Dist	Oakland	Intermediate	NA	NA	NA	NA	Y
8032	Campton Place Hotel	San Francisco	Intermediate	NA	NA	NA	NA	N
8188	Wheeler & Zamaroni Landscape Supplies	Santa Rosa	Intermediate	NA	NA	NA	NA	N
8206	Blommer Chocolate Company, Inc	Union City	Intermediate	NA	NA	NA	NA	N
8316	USCG Training Center	Petaluma	Intermediate	NA	NA	NA	NA	N
8353	City of Foster City	Foster City	Intermediate	NA	NA	NA	NA	N
8373	Coherent Inc	Santa Clara	Intermediate	NA	NA	NA	NA	N
8519	CBS BROADCASTING INC	San Francisco	Intermediate	NA	NA	NA	NA	N
8601	East Bay Municipal Utility District	Oakland	Intermediate	NA	NA	NA	NA	Y
8679	Kaiser Permanente	Richmond	Intermediate	2012	3.2	0	NA	Y
8693	Honeywell International	Santa Clara	Intermediate	NA	NA	NA	NA	N
8723	The City of Fremont Fire Station #1	Fremont	Intermediate	NA	NA	NA	NA	N
8996	Alameda County GSA	Dublin	Intermediate	NA	NA	NA	NA	N
8998	West Valley Community College	Saratoga	Intermediate	2011	9.9	0	NA	N
9010	California Paperboard Corporation	Santa Clara	Intermediate	NA	NA	NA	NA	N
9080	Sonoma County Facilities Dev & Mngmt Div	Santa Rosa	Intermediate	NA	NA	NA	NA	N
9111	Gavilan College	Gilroy	Intermediate	NA	NA	NA	NA	N
9161	Mission Community College	Santa Clara	Intermediate	NA	NA	NA	NA	N
9239	US General Services Administration	San Francisco	Intermediate	NA	NA	NA	NA	N

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9313	St Luke's Hospital A/P,CPMC-STL Campus	San Francisco	Intermediate	2016	1.5	0	NA	N
9341	Palace Hotel	San Francisco	Intermediate	NA	NA	NA	NA	N
9353	Safeway Milk Plant	San Leandro	Intermediate	NA	NA	NA	NA	Y
9536	Truck-Rail Handling Inc	Fremont	Intermediate	2022	9.7	0.04	0.13	N
9597	Central Contra Costa Sanitary District	Walnut Creek	Intermediate	NA	NA	NA	NA	N
9598	City & County of San Francisco - Bruce Flynn Pump	San Francisco	Intermediate	NA	NA	NA	NA	N
9873	Bio-Rad Diagnostics	Hercules	Intermediate	NA	NA	NA	NA	N
10170	The Home Depot Store #0639	Colma	Intermediate	NA	NA	NA	NA	N
10172	Nanostructures, Inc	Santa Clara	Intermediate	NA	NA	NA	NA	N
10184	San Mateo County Transit District	South San Francisco	Intermediate	NA	NA	NA	NA	Y
10185	San Mateo County Transit District	San Carlos	Intermediate	NA	NA	NA	NA	N
10200	The Home Depot Store #0657	San Rafael	Intermediate	NA	NA	NA	NA	Y
10394	Stevens Creek Quarry Inc	Cupertino	Intermediate	NA	NA	NA	NA	N
10438	Headway Technologies Inc	Milpitas	Intermediate	NA	NA	NA	NA	N
10477	Pacific Bell	San Ramon	Intermediate	NA	NA	NA	NA	N
10583	Monterey Mushrooms Inc	Morgan Hill	Intermediate	NA	NA	NA	NA	N
10647	California's Great America	Santa Clara	Intermediate	NA	NA	NA	NA	N
10649	IMTT Richmond CA	Richmond	Intermediate	NA	NA	NA	NA	Y
10861	Northrop Grumman Systems Corporation	Sunnyvale	Intermediate	NA	NA	NA	NA	N
10997	Alameda County GSA	Oakland	Intermediate	NA	NA	NA	NA	Y
11001	Alameda County GSA	San Leandro	Intermediate	NA	NA	NA	NA	N
11024	JSR Micro, Inc	Sunnyvale	Intermediate	NA	NA	NA	NA	N
11036	Dutra Materials/San Rafael Roc Quarry Inc	San Rafael	Intermediate	NA	NA	NA	NA	N
11058	San Leandro Surgery Center	San Leandro	Intermediate	NA	NA	NA	NA	N
11102	G L Mezzetta Inc	American Canyon	Intermediate	NA	NA	NA	NA	N
11155	Hull's Walnut Creek Chapel	Walnut Creek	Intermediate	NA	NA	NA	NA	N
11261	Nordstrom DC 499	Newark	Intermediate	NA	NA	NA	NA	N
11268	Alta Mesa Improvement Company	Palo Alto	Intermediate	NA	NA	NA	NA	N

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11400	Thoratec LLC	Pleasanton	Intermediate	NA	NA	NA	NA	N
11424	Caravan Foods II dba Sterling Foods	Union City	Intermediate	NA	NA	NA	NA	N
11431	City of Oakland Public Works Agency	Oakland	Intermediate	2006	3.4	0	NA	Y
11648	Union Pacific Railroad Company	Santa Rosa	Intermediate	NA	NA	NA	NA	N
11764	Bay Area Rapid Transit District	Oakland	Intermediate	2012	7.7	0.01	NA	Y
11965	SFDPW - City and County of San Francisco	San Francisco	Intermediate	NA	NA	NA	NA	N
11971	Parent-Sorensen Mortuary	Petaluma	Intermediate	NA	NA	NA	NA	N
12001	Quikrete Northern California	Fremont	Intermediate	NA	NA	NA	NA	N
12093	Andpak EMA Inc	Morgan Hill	Intermediate	NA	NA	NA	NA	N
12158	Sanmina Corporation	San Jose	Intermediate	NA	NA	NA	NA	N
12183	Metcalf Energy Center	Coyote	Intermediate	NA	NA	NA	NA	N
12231	City of American Canyon	American Canyon	Intermediate	2021	4.26	0	NA	N
12318	Peerless Coffee Co	Oakland	Intermediate	NA	NA	NA	NA	Y
12449	Federal Aviation Administration, SFO	Millbrae	Intermediate	NA	NA	NA	NA	N
12638	CenturyLink Communications, LLC	Thousand Oaks	Intermediate	NA	NA	NA	NA	N
12749	CertainTeed, LLC	Fremont	Intermediate	NA	NA	NA	NA	N
12769	Military Ocean Terminal Concord	Concord	Intermediate	NA	NA	NA	NA	Y
12799	The Ritz Carlton San Francisco	San Francisco	Intermediate	NA	NA	NA	NA	N
12810	Alameda County Water District	Newark	Intermediate	NA	NA	NA	NA	N
12967	TRC	Antioch	Intermediate	NA	NA	NA	NA	Y
12969	Verizon Business - SBEZCA	San Jose	Intermediate	2001	1.8	NA	NA	N
12972	Verizon Business	Sunnyvale	Intermediate	NA	NA	NA	NA	N
12974	County of Santa Clara	San Jose	Intermediate	NA	NA	NA	NA	N
13012	Romak Iron Works	Benicia	Intermediate	NA	NA	NA	NA	N
13035	USCG ,Base Alameda	Alameda	Intermediate	NA	NA	NA	NA	Y
13038	Santa Clara Valley Transportation Authority	Mountain View	Intermediate	NA	NA	NA	NA	N
13048	Muir Orthopaedic Specialists Inc	Walnut Creek	Intermediate	NA	NA	NA	NA	N
13066	Pacific Bell Corp	San Jose	Intermediate	NA	NA	NA	NA	N

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13077	NOP 560 Mission LLC	San Francisco	Intermediate	2001	9.9	NA	NA	N
13121	Young's Market Company	Morgan Hill	Intermediate	NA	NA	NA	NA	N
13128	The Home Depot Store #1041	Milpitas	Intermediate	NA	NA	NA	NA	N
13167	The Clancy Autograph Collection	San Francisco	Intermediate	NA	NA	NA	NA	N
13217	West Coast Quartz Inc	Fremont	Intermediate	NA	NA	NA	NA	N
13223	The Home Depot Store #6667	Windsor	Intermediate	NA	NA	NA	NA	N
13224	CBS Inc	San Francisco	Intermediate	NA	NA	NA	NA	N
13226	The Home Depot Store #1017	Hayward	Intermediate	2001	1.7	o	NA	Y
13227	Town of Discovery Bay	Discovery Bay	Intermediate	NA	NA	NA	NA	N
13234	McGrath Rent Corporation	Livermore	Intermediate	NA	NA	NA	NA	N
13240	The Home Depot Store #1009	San Jose	Intermediate	NA	NA	NA	NA	N
13246	Town of Discovery Bay	Discovery Bay	Intermediate	NA	NA	NA	NA	N
13256	Asian Art Museum	San Francisco	Intermediate	NA	NA	NA	NA	Y
13265	Santa Clara County Roads & Airports Dept	San Jose	Intermediate	NA	NA	NA	NA	N
13292	Recycle Central at Pier 96	San Francisco	Intermediate	NA	NA	NA	NA	N
13299	MetroPCS California/Florida Inc	Oakland	Intermediate	NA	NA	NA	NA	Y
13325	Embassy Suites Hotel	Burlingame	Intermediate	NA	NA	NA	NA	N
13333	Saratoga Retirement Community	Saratoga	Intermediate	2001	1	o	o	N
13346	Third & Mission Associates	San Francisco	Intermediate	NA	NA	NA	NA	N
13348	Medtronic Vascular	Santa Rosa	Intermediate	2019	9.99	o	NA	N
13351	Rector Water Treatment Plant	Yountville	Intermediate	NA	NA	NA	NA	N
13360	Costco Wholesale #41	Seattle	Intermediate	NA	NA	NA	NA	Y
13365	County of Santa Clara	San Jose	Intermediate	NA	NA	NA	NA	Y
13371	Chinese Hospital	San Francisco	Intermediate	NA	NA	NA	NA	N
13377	Napa County Public Works	Napa	Intermediate	NA	NA	NA	NA	N
13390	City of San Mateo	San Mateo	Intermediate	NA	NA	NA	NA	Y
13396	Wells Fargo Bank c/o Jones Lang LaSalle	San Francisco	Intermediate	NA	NA	NA	NA	N
13416	Analog Devices - San Jose Site	San Jose	Intermediate	NA	NA	NA	NA	N

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13418	Sewer Authority Mid-Coastside	Half Moon Bay	Intermediate	NA	NA	NA	NA	N
13426	Central Contra Costa Sanitary District	Martinez	Intermediate	NA	NA	NA	NA	N
13443	Granite Construction Co	Pleasanton	Intermediate	NA	NA	NA	NA	N
13444	Verizon California	Gilroy	Intermediate	NA	NA	NA	NA	Y
13446	Pacific Bell	Alameda	Intermediate	NA	NA	NA	NA	N
13447	Pacific Bell	Albany	Intermediate	NA	NA	NA	NA	N
13448	Pacific Bell	Angwin	Intermediate	NA	NA	NA	NA	N
13449	Pacific Bell	Antioch	Intermediate	NA	NA	NA	NA	Y
13450	Pacific Bell	Benicia	Intermediate	2003	6	NA	NA	N
13451	Pacific Bell	Berkeley	Intermediate	NA	NA	NA	NA	N
13454	Pacific Bell	San Ramon	Intermediate	NA	NA	NA	NA	N
13455	Pacific Bell	Calistoga	Intermediate	NA	NA	NA	NA	N
13456	Pacific Bell	Clayton	Intermediate	NA	NA	NA	NA	N
13459	Pacific Bell	Concord	Intermediate	NA	NA	NA	NA	N
13460	Pacific Bell	Suisun City	Intermediate	NA	NA	NA	NA	N
13461	Pacific Bell	Cotati	Intermediate	2005	6.5	NA	NA	N
13462	AT&T	Crockett	Intermediate	NA	NA	NA	NA	N
13463	Pacific Bell	San Ramon	Intermediate	NA	NA	NA	NA	N
13467	Pacific Bell	Fairfield	Intermediate	2005	9.8	0.01	NA	Y
13471	Pacific Bell	Half Moon Bay	Intermediate	2002	3.9	NA	NA	N
13472	Pacific Bell	Hayward	Intermediate	NA	NA	NA	NA	N
13473	AT&T	San Ramon	Intermediate	NA	NA	NA	NA	N
13474	Pacific Bell	Hayward	Intermediate	NA	NA	NA	NA	N
13477	Pacific Bell	Hercules	Intermediate	NA	NA	NA	NA	N
13480	Pacific Bell	La Honda	Intermediate	2008	9.92	0.01	NA	N
13481	Pacific Bell	Lafayette	Intermediate	NA	NA	NA	NA	N
13484	Pacific Bell	Larkspur	Intermediate	NA	NA	NA	NA	N
13485	AT&T	Livermore	Intermediate	2008	7.8	0.01	NA	N

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13486	Pacific Bell	Los Altos	Intermediate	NA	NA	NA	NA	N
13488	Pacific Bell	Menlo Park	Intermediate	NA	NA	NA	NA	N
13489	Pacific Bell	Millbrae	Intermediate	NA	NA	NA	NA	N
13490	AT&T	San Ramon	Intermediate	NA	NA	NA	NA	N
13492	Pacific Bell	Napa	Intermediate	NA	NA	NA	NA	N
13495	Pacific Bell	Oakland	Intermediate	NA	NA	NA	NA	Y
13496	Pacific Bell	San Ramon	Intermediate	NA	NA	NA	NA	N
13497	Pacific Bell	Oakland	Intermediate	NA	NA	NA	NA	N
13498	Pacific Bell	Oakland	Intermediate	NA	NA	NA	NA	Y
13500	AT&T	Pacifica	Intermediate	NA	NA	NA	NA	N
13503	AT&T	Petaluma	Intermediate	NA	NA	NA	NA	N
13504	Pacific Bell	Pittsburg	Intermediate	NA	NA	NA	NA	Y
13505	AT&T	San Ramon	Intermediate	NA	NA	NA	NA	N
13507	Pacific Bell	Pleasanton	Intermediate	NA	NA	NA	NA	N
13509	Pacific Bell	Redwood City	Intermediate	NA	NA	NA	NA	Y
13510	Pacific Bell	Richmond	Intermediate	NA	NA	NA	NA	Y
13512	Pacific Bell	Saint Helena	Intermediate	NA	NA	NA	NA	N
13514	Pacific Bell	San Carlos	Intermediate	NA	NA	NA	NA	N
13516	Pacific Bell	San Francisco	Intermediate	NA	NA	NA	NA	N
13517	Pacific Bell	San Francisco	Intermediate	NA	NA	NA	NA	N
13518	SBC	San Francisco	Intermediate	2004	1.03	0	NA	Y
13519	Pacific Bell	San Francisco	Intermediate	NA	NA	NA	NA	N
13520	Pacific Bell	San Francisco	Intermediate	NA	NA	NA	NA	Y
13526	Pacific Bell	Oakley	Intermediate	NA	NA	NA	NA	N
13529	Pacific Bell	San Jose	Intermediate	NA	NA	NA	NA	N
13530	AT&T California	San Ramon	Intermediate	NA	NA	NA	NA	N
13533	Pacific Bell	San Jose	Intermediate	NA	NA	NA	NA	N
13534	Pacific Bell	San Jose	Intermediate	NA	NA	NA	NA	N

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13537	Pacific Bell	San Leandro	Intermediate	NA	NA	NA	NA	N
13540	Pacific Bell	San Rafael	Intermediate	NA	NA	NA	NA	N
13541	AT&T	San Ramon	Intermediate	NA	NA	NA	NA	N
13542	Pacific Bell	San Ramon	Intermediate	NA	NA	NA	NA	N
13544	Pacific Bell	San Ramon	Intermediate	NA	NA	NA	NA	N
13545	Pacific Bell	San Ramon	Intermediate	NA	NA	NA	NA	N
13549	Pacific Bell	San Ramon	Intermediate	NA	NA	NA	NA	N
13550	SBC	San Ramon	Intermediate	NA	NA	NA	NA	N
13551	AT&T	San Ramon	Intermediate	NA	NA	NA	NA	N
13556	Pacific Bell	San Ramon	Intermediate	2003	3	o	NA	Y
13563	KQED Inc	San Francisco	Intermediate	NA	NA	NA	NA	N
13586	Infinera Corporation	Sunnyvale	Intermediate	NA	NA	NA	NA	N
13589	Pacific Bell	Sonoma	Intermediate	2006	0.7	NA	NA	N
13599	Diablo Water District	Oakley	Intermediate	NA	NA	NA	NA	N
13603	City of Oakland, Envr Scvs Division	Oakland	Intermediate	NA	NA	NA	NA	N
13626	HCP BTC, LLC c/o CBRE	San Francisco	Intermediate	NA	NA	NA	NA	Y
13631	Morgan Advanced Materials	Hayward	Intermediate	NA	NA	NA	NA	N
13633	Stryker Corporation	San Jose	Intermediate	NA	NA	NA	NA	N
13669	Lowe's HIW, Inc ,Corporate Payables	Livermore	Intermediate	NA	NA	NA	NA	N
13682	Port of Oakland	Oakland	Intermediate	NA	NA	NA	NA	Y
13686	Kaiser Permanente Medical Center	Martinez	Intermediate	NA	NA	NA	NA	N
13687	City of Sunnyvale - Environmental Services	Sunnyvale	Intermediate	NA	NA	NA	NA	N
13695	Lowe's HIW, Inc	North Wilkesboro	Intermediate	2002	2.2	o	NA	Y
13698	BelmontCorp	San Jose	Intermediate	NA	NA	NA	NA	N
13710	SRI International Palo Alto	Palo Alto	Intermediate	NA	NA	NA	NA	N
13712	East Bay Municipal Utility Dist	Oakland	Intermediate	NA	NA	NA	NA	Y
13714	East Bay Municipal Utility Dist	Brentwood	Intermediate	NA	NA	NA	NA	N
13715	East Bay Municipal Utility Dist	Oakland	Intermediate	NA	NA	NA	NA	N

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13716	East Bay Municipal Utility Dist - Danville PP	Oakland	Intermediate	NA	NA	NA	NA	N
13719	East Bay Municipal Utility Dist	Orinda	Intermediate	NA	NA	NA	NA	N
13724	East Bay Municipal Utility Dist	Walnut Creek	Intermediate	NA	NA	NA	NA	N
13728	East Bay Municipal Utility Dist	Oakland	Intermediate	NA	NA	NA	NA	Y
13738	East Bay Municipal Utility Dist PSM	Alameda	Intermediate	NA	NA	NA	NA	N
13747	East Bay Municipal Utility Dist	Oakland	Intermediate	NA	NA	NA	NA	N
13758	California Highway Patrol	Sacramento	Intermediate	NA	NA	NA	NA	N
13761	Walnut Creek Mutual #58	Walnut Creek	Intermediate	NA	NA	NA	NA	N
13772	Hills Plaza Complex	San Francisco	Intermediate	NA	NA	NA	NA	N
13773	City of San Pablo Police Dept	San Pablo	Intermediate	NA	NA	NA	NA	Y
13788	City of Antioch	Antioch	Intermediate	NA	NA	NA	NA	Y
13812	Oracle America	Santa Clara	Intermediate	NA	NA	NA	NA	N
13815	Katarzyna Grzyb ems	Santa Clara	Intermediate	NA	NA	NA	NA	N
13826	Boston Properties	San Francisco	Intermediate	NA	NA	NA	NA	N
13829	Boston Properties	San Francisco	Intermediate	NA	NA	NA	NA	N
13832	Pleasant Hill Police Department	Pleasant Hill	Intermediate	NA	NA	NA	NA	N
13834	Cordilleras Mental Health Center	Redwood City	Intermediate	NA	NA	NA	NA	N
13841	405 Howard St Foundry II	San Francisco	Intermediate	NA	NA	NA	NA	N
13843	BCAL 44 Montgomery Property	San Francisco	Intermediate	NA	NA	NA	NA	N
13862	City of SSF Water Quality Plant	South San Francisco	Intermediate	NA	NA	NA	NA	Y
13865	City of SSF Water Quality Plant	South San Francisco	Intermediate	NA	NA	NA	NA	Y
13867	City of SSF Water Quality Plant	South San Francisco	Intermediate	2004	2.3	NA	NA	Y
13871	Central Contra Costa Transit Authority	Concord	Intermediate	NA	NA	NA	NA	Y
13873	HWA 555 Owners LLC c/o So Hudson 555 Mgmt , Inc	San Francisco	Intermediate	NA	NA	NA	NA	N
13874	Boston Properties	San Francisco	Intermediate	NA	NA	NA	NA	N
13884	Delta Diablo Sanitation District	Pittsburg	Intermediate	2022	0.11	o	NA	Y

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13887	Kaiser Permanente MOB	San Francisco	Intermediate	NA	NA	NA	NA	N
13895	Centurylink Communications, LLC	Broomfield	Intermediate	NA	NA	NA	NA	Y
13906	Santa Rosa Memorial Hospital	Santa Rosa	Intermediate	NA	NA	NA	NA	N
13908	Alameda County GSA	Oakland	Intermediate	NA	NA	NA	NA	Y
13911	Alameda County GSA	Fremont	Intermediate	NA	NA	NA	NA	N
13920	South County Regional Wastewater Authority	Gilroy	Intermediate	NA	NA	NA	NA	Y
13923	Pacific Bell Corporation	San Ramon	Intermediate	2003	2.1	0.9	0	N
13929	Alameda County GSA	Oakland	Intermediate	NA	NA	NA	NA	Y
13930	Alameda County GSA	San Leandro	Intermediate	NA	NA	NA	NA	N
13931	Alameda County GSA	Dublin	Intermediate	NA	NA	NA	NA	N
13935	Novato Sanitary District	Novato	Intermediate	NA	NA	NA	NA	N
13936	Novato Sanitary District	Novato	Intermediate	NA	NA	NA	NA	N
13949	Amazon.com Services LLC - DSJg	Oakland	Intermediate	2002	0.83	NA	NA	Y
13957	Avalon Bay Communities Inc	San Francisco	Intermediate	NA	NA	NA	NA	N
13958	SAP Labs LLC	Palo Alto	Intermediate	NA	NA	NA	NA	N
13961	Federal Deposit Insurance Corporation	San Francisco	Intermediate	NA	NA	NA	NA	N
13964	City of Pittsburg City Hall	Pittsburg	Intermediate	NA	NA	NA	NA	Y
13968	City of Pittsburg Water Treatment Plant	Pittsburg	Intermediate	NA	NA	NA	NA	Y
13974	Hayward Point Eden LP c/o CBRE	Hayward	Intermediate	NA	NA	NA	NA	Y
13975	Kaiser Permanente Walnut Creek Data Center	Walnut Creek	Intermediate	NA	NA	NA	NA	N
13983	City of Santa Rosa Utilities Dept - Station 6	Santa Rosa	Intermediate	NA	NA	NA	NA	Y
13985	City of Santa Rosa Utilities Dept	Santa Rosa	Intermediate	2015	9.6	0	NA	N
13990	Las Trampas	Alamo	Intermediate	NA	NA	NA	NA	N
13993	Napa County Public Works	Napa	Intermediate	NA	NA	NA	NA	N
13996	Napa County Public Works	Napa	Intermediate	NA	NA	NA	NA	N
14001	Napa Berryessa Resort Improvement District	Napa	Intermediate	NA	NA	NA	NA	N
14002	Allergan Inc	Campbell	Intermediate	NA	NA	NA	NA	N
14020	Prologis	San Francisco	Intermediate	NA	NA	NA	NA	N

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14025	Spear Street Corridor LLC c/o JLL	San Francisco	Intermediate	NA	NA	NA	NA	N
14029	USL Property Management	San Francisco	Intermediate	NA	NA	NA	NA	N
14031	City of Concord-Police Department	Concord	Intermediate	NA	NA	NA	NA	N
14036	Silicon Valley Clean Water, Redwood City Pump Station	Redwood City	Intermediate	NA	NA	NA	NA	Y
14038	Contra Costa Water District/Antioch Service Center	Antioch	Intermediate	NA	NA	NA	NA	N
14043	Contra Costa Water District	Martinez	Intermediate	NA	NA	NA	NA	N
14054	Shorenstein Company LLC	San Francisco	Intermediate	NA	NA	NA	NA	N
14055	45 MKT RIET LLC	San Francisco	Intermediate	NA	NA	NA	NA	N
14060	Central Contra Costa Sanitary District	Martinez	Intermediate	NA	NA	NA	NA	Y
14063	Central Contra Costa Sanitary District	Orinda	Intermediate	2004	7.1	NA	NA	N
14065	Central Contra Costa Sanitary District	Martinez	Intermediate	NA	NA	NA	NA	N
14067	Kaiser Permanente Berkeley Campus	Berkeley	Intermediate	NA	NA	NA	NA	N
14068	S F Bay Area Rapid Transit District	Oakland	Intermediate	NA	NA	NA	NA	Y
14069	S F Bay Area Rapid Transit District	Walnut Creek	Intermediate	NA	NA	NA	NA	N
14070	S F Bay Area Rapid Transit District	Oakland	Intermediate	NA	NA	NA	NA	N
14071	S F Bay Area Rapid Transit District	Concord	Intermediate	NA	NA	NA	NA	N
14072	S F Bay Area Rapid Transit District	Colma	Intermediate	NA	NA	NA	NA	N
14073	S F Bay Area Rapid Transit District	Castro Valley	Intermediate	NA	NA	NA	NA	N
14074	S F Bay Area Rapid Transit District	Hayward	Intermediate	NA	NA	NA	NA	N
14075	S F Bay Area Rapid Transit District	Pleasanton	Intermediate	NA	NA	NA	NA	N
14077	S F Bay Area Rapid Transit District	Oakland	Intermediate	NA	NA	NA	NA	Y
14078	S F Bay Area Rapid Transit District	El Cerrito	Intermediate	NA	NA	NA	NA	Y
14088	Sutter Bay Hospitals dba Sutter Delta Medical Cent	Antioch	Intermediate	NA	NA	NA	NA	Y
14089	Pacific Bell Corporation	Pittsburg	Intermediate	NA	NA	NA	NA	Y
14090	Pacific Bell Corporation	Moss Beach	Intermediate	NA	NA	NA	NA	N
14091	AT&T	Brentwood	Intermediate	NA	NA	NA	NA	N
14094	San Ramon Marriott Hotel	San Ramon	Intermediate	NA	NA	NA	NA	N
14095	North San Mateo County Sanitation District	Daly City	Intermediate	NA	NA	NA	NA	N

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14097	Westborough Water District	South San Francisco	Intermediate	NA	NA	NA	NA	N
14098	City of Daly City	Daly City	Intermediate	NA	NA	NA	NA	N
14100	Vitalant	Brisbane	Intermediate	NA	NA	NA	NA	N
14102	City of Daly City	Daly City	Intermediate	NA	NA	NA	NA	N
14103	City of Daly City	Daly City	Intermediate	NA	NA	NA	NA	N
14104	Bellevue Pump Station	Daly City	Intermediate	NA	NA	NA	NA	N
14105	City of Daly City	Daly City	Intermediate	NA	NA	NA	NA	N
14106	City of Daly City	Daly City	Intermediate	NA	NA	NA	NA	N
14107	City of Daly City	Daly City	Intermediate	NA	NA	NA	NA	N
14108	City of Daly City	Daly City	Intermediate	NA	NA	NA	NA	N
14110	City of Daly City	Daly City	Intermediate	NA	NA	NA	NA	N
14114	City of St Helena Wastewater Treatment Plant	Saint Helena	Intermediate	NA	NA	NA	NA	N
14115	City of Sunnyvale - Environmental Services	Sunnyvale	Intermediate	NA	NA	NA	NA	N
14117	City of Sunnyvale - Environmental Services 168-0	Sunnyvale	Intermediate	NA	NA	NA	NA	N
14118	City of Sunnyvale - Environmental Services	Sunnyvale	Intermediate	NA	NA	NA	NA	N
14119	Starwest Metreon LLC	San Francisco	Intermediate	NA	NA	NA	NA	Y
14125	Contra Costa County	Pittsburg	Intermediate	NA	NA	NA	NA	Y
14126	Contra Costa County	Oakland	Intermediate	NA	NA	NA	NA	N
14129	Contra Costa County	Pittsburg	Intermediate	NA	NA	NA	NA	Y
14134	Contra Costa County	Byron	Intermediate	NA	NA	NA	NA	N
14135	Contra Costa County	Clayton	Intermediate	NA	NA	NA	NA	N
14142	Contra Costa County	Richmond	Intermediate	NA	NA	NA	NA	Y
14143	Contra Costa County	Martinez	Intermediate	NA	NA	NA	NA	N
14144	Contra Costa County	Martinez	Intermediate	NA	NA	NA	NA	N
14145	Contra Costa County - Buchanan Field Airport	Concord	Intermediate	NA	NA	NA	NA	Y
14149	Contra Costa County	Pittsburg	Intermediate	NA	NA	NA	NA	Y
14159	Pacific Gas and Electric	San Francisco	Intermediate	NA	NA	NA	NA	N
14167	Pacific Gas and Electric	San Francisco	Intermediate	NA	NA	NA	NA	N

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14172	Pacific Gas and Electric /Air Quality Permits	San Francisco	Intermediate	NA	NA	NA	NA	N
14174	Pacific Gas and Electric	San Mateo	Intermediate	NA	NA	NA	NA	Y
14175	Pacific Gas and Electric	Fremont	Intermediate	NA	NA	NA	NA	N
14179	JPPF 1155 Battery, LP	San Francisco	Intermediate	NA	NA	NA	NA	N
14181	State of California Department of Trans	Richmond	Intermediate	NA	NA	NA	NA	N
14186	State of California Department of Transportation	Hayward	Intermediate	NA	NA	NA	NA	N
14187	State of California Department of Transportation	Newark	Intermediate	NA	NA	NA	NA	N
14188	State of Calif Dept of Transport tion	Foster City	Intermediate	NA	NA	NA	NA	N
14189	State of California	Vallejo	Intermediate	NA	NA	NA	NA	N
14192	State of California Department of Transportation	Antioch	Intermediate	NA	NA	NA	NA	Y
14195	State of California Department of Transportation	San Francisco	Intermediate	NA	NA	NA	NA	Y
14204	City of Mountain View Fleet Services	Mountain View	Intermediate	NA	NA	NA	NA	N
14205	City of Mountain View Fleet Services	Mountain View	Intermediate	NA	NA	NA	NA	N
14211	City of Mountain View Fleet Services	Mountain View	Intermediate	NA	NA	NA	NA	N
14212	City of Mountain View Fleet Services	Mountain View	Intermediate	NA	NA	NA	NA	N
14216	Zoo Wet Weather Pump Station	San Francisco	Intermediate	NA	NA	NA	NA	N
14222	BPREP One Post LLC	San Francisco	Intermediate	NA	NA	NA	NA	N
14227	City of Mountain View Fleet Services	Mountain View	Intermediate	NA	NA	NA	NA	N
14228	City of Mountain View Fleet Services	Mountain View	Intermediate	NA	NA	NA	NA	N
14230	City of Mountain View Fleet Services	Mountain View	Intermediate	NA	NA	NA	NA	N
14246	Fairfield-Suisun Sewer Dist Cord-Beck-Chad Pump St	Fairfield	Intermediate	NA	NA	NA	NA	N
14247	Fairfield-Suisun Sewer District (Cordelia Pump Sta)	Fairfield	Intermediate	NA	NA	NA	NA	N
14258	Rohnert Park Timely Care	Rohnert Park	Intermediate	NA	NA	NA	NA	N
14266	FormFactor	Livermore	Intermediate	NA	NA	NA	NA	N
14271	City of Foster City	Foster City	Intermediate	NA	NA	NA	NA	N
14273	City of Foster City	Foster City	Intermediate	NA	NA	NA	NA	N
14291	City of Oakland , Public Works Facilities	Oakland	Intermediate	NA	NA	NA	NA	Y
14294	City of Oakland Envir Svcs Division	Oakland	Intermediate	NA	NA	NA	NA	N

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14295	City of Oakland Envir Scvs Division	Oakland	Intermediate	NA	NA	NA	NA	N
14301	City of Oakland Envr Scvs Division	Oakland	Intermediate	NA	NA	NA	NA	Y
14315	Solano County Facilities	Fairfield	Intermediate	NA	NA	NA	NA	N
14320	Solano County Facilities	Vallejo	Intermediate	NA	NA	NA	NA	Y
14349	AEG Management Oakland, LLC	Oakland	Intermediate	NA	NA	NA	NA	Y
14363	The Swig Company	San Francisco	Intermediate	NA	NA	NA	NA	N
14371	UCSF " CHORI	Oakland	Intermediate	NA	NA	NA	NA	Y
14372	Contra Costa County Fire Protection District #2	Pleasant Hill	Intermediate	NA	NA	NA	NA	N
14373	Contra Costa County Fire Protection District	Pleasant Hill	Intermediate	NA	NA	NA	NA	N
14380	Kaiser Union City Medical Offices	San Leandro	Intermediate	NA	NA	NA	NA	N
14414	Creed Energy Center LLC	Suisun City	Intermediate	NA	NA	NA	NA	Y
14415	Gilroy Energy Center LLC for Lambie Energy Center	Suisun City	Intermediate	NA	NA	NA	NA	Y
14416	Goose Haven Energy Center	Suisun City	Intermediate	NA	NA	NA	NA	Y
14418	City of Millbrae	Millbrae	Intermediate	NA	NA	NA	NA	N
14419	City of Millbrae	Millbrae	Intermediate	2024	4.4	0	NA	N
14421	City of Millbrae	Millbrae	Intermediate	NA	NA	NA	NA	N
14423	Oakland 14th Office	Oakland	Intermediate	NA	NA	NA	NA	Y
14424	Kaiser UCL Engineering	San Leandro	Intermediate	NA	NA	NA	NA	N
14425	345 California LP c/o Cushman & Wakefield of CA	San Francisco	Intermediate	NA	NA	NA	NA	N
14430	City of American Canyon	American Canyon	Intermediate	NA	NA	NA	NA	N
14433	Pacific Bell	Windsor	Intermediate	2002	9.9	NA	NA	N
14442	County of Santa Clara	San Jose	Intermediate	NA	NA	NA	NA	N
14451	County of Santa Clara	San Jose	Intermediate	NA	NA	NA	NA	N
14471	City of Burlingame	Burlingame	Intermediate	NA	NA	NA	NA	N
14474	City of Burlingame	Burlingame	Intermediate	NA	NA	NA	NA	N
14475	City of Burlingame	Burlingame	Intermediate	2012	0.7	0	NA	N
14483	California Water Service Company	San Jose	Intermediate	NA	NA	NA	NA	N
14484	Pacific Bell	San Ramon	Intermediate	2002	3	0.9	0	N

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14493	County of Santa Clara - Facilities & Fleet Dept	San Martin	Intermediate	NA	NA	NA	NA	N
14498	Peterson Tractor Company	Hillsboro	Intermediate	NA	NA	NA	NA	Y
14505	Charles Schwab & Co/Jones, Lang, LaSalle	San Francisco	Intermediate	NA	NA	NA	NA	N
14517	Union Sanitary Dist, Boyce LS	Fremont	Intermediate	NA	NA	NA	NA	N
14528	East Bay Dischargers Authority (EBDA)	San Leandro	Intermediate	NA	NA	NA	NA	N
14531	East Bay Dischargers Authority	San Lorenzo	Intermediate	NA	NA	NA	NA	Y
14532	AC Transit General Office	Oakland	Intermediate	NA	NA	NA	NA	Y
14536	Santa Clara Valley Water District - PWTP	San Jose	Intermediate	2010	5	0	NA	N
14537	Santa Clara Valley Water District-Vasona	San Jose	Intermediate	NA	NA	NA	NA	N
14541	Sewer Authority Mid-Coastside	El Granada	Intermediate	NA	NA	NA	NA	N
14542	Sewer Authority Mid-Coastside	Half Moon Bay	Intermediate	NA	NA	NA	NA	N
14543	Montara Sanitary District c/o SAM	Half Moon Bay	Intermediate	NA	NA	NA	NA	N
14545	Montara Sanitary District	Montara	Intermediate	NA	NA	NA	NA	N
14547	Montara Sanitary District	Montara	Intermediate	NA	NA	NA	NA	N
14553	City of Pleasanton	Pleasanton	Intermediate	NA	NA	NA	NA	N
14573	California Highway Patrol	Sacramento	Intermediate	NA	NA	NA	NA	N
14581	Jones Lang LaSalle	Walnut Creek	Intermediate	NA	NA	NA	NA	N
14585	City of Benicia Fire Station #1	Benicia	Intermediate	NA	NA	NA	NA	N
14588	City of Benicia Water Treatment Facility	Benicia	Intermediate	NA	NA	NA	NA	N
14590	City of Fremont	Fremont	Intermediate	NA	NA	NA	NA	N
14593	Cepheid Inc	Sunnyvale	Intermediate	NA	NA	NA	NA	N
14606	West County Wastewater District	Richmond	Intermediate	NA	NA	NA	NA	N
14607	300 F. Ogawa Plaza LP.	Oakland	Intermediate	NA	NA	NA	NA	Y
14609	One California Street Partners	San Francisco	Intermediate	NA	NA	NA	NA	N
14620	Verizon Wireless - Summit #17	Walnut Creek	Intermediate	NA	NA	NA	NA	N
14643	Gilroy Gardens, Inc	Gilroy	Intermediate	NA	NA	NA	NA	N
14666	Ronald McDonald House at Stanford	Palo Alto	Intermediate	NA	NA	NA	NA	N
14669	INKO Industrial Corporation	Sunnyvale	Intermediate	NA	NA	NA	NA	N

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14670	County of San Mateo	San Carlos	Intermediate	NA	NA	NA	NA	N
14684	CenturyLink Communications, LLC	Gilroy	Intermediate	NA	NA	NA	NA	Y
14688	Centurylink Communications, LLC	Emeryville	Intermediate	NA	NA	NA	NA	N
14707	Verizon Business - SQZPCA	Richardson	Intermediate	NA	NA	NA	NA	N
14711	Verizon Business - OKMFCA	Oakland	Intermediate	NA	NA	NA	NA	Y
14713	KBSIII Almaden Financial Plaza, LLC	San Jose	Intermediate	NA	NA	NA	NA	N
14714	Verizon Business - SBEFCA	Foster City	Intermediate	NA	NA	NA	NA	N
14716	Verizon Business - SNTLCA	Santa Clara	Intermediate	NA	NA	NA	NA	N
14721	Verizon Business - SNFGCA	San Francisco	Intermediate	NA	NA	NA	NA	N
14726	Sewerage Agency of Southern Marin	Tiburon	Intermediate	NA	NA	NA	NA	N
14728	Kaiser Permanente	Santa Clara	Intermediate	NA	NA	NA	NA	N
14729	Kaiser Permanente	Milpitas	Intermediate	NA	NA	NA	NA	N
14738	Tishman Speyer Properties	Mountain View	Intermediate	NA	NA	NA	NA	N
14752	City of Brentwood	Brentwood	Intermediate	NA	NA	NA	NA	N
14775	Level 3 Communications	San Francisco	Intermediate	2002	2.3	0	NA	N
14778	Xenoport Inc	Santa Clara	Intermediate	NA	NA	NA	NA	N
14789	Silicon Valley Clean Water, Menlo Park Pump Stn	Menlo Park	Intermediate	NA	NA	NA	NA	N
14805	Federal Aviation Administration	Napa	Intermediate	NA	NA	NA	NA	N
14809	Federal Aviation Administration	Mountain View	Intermediate	2023	9.9	0	NA	N
14813	County of San Mateo DPW	Redwood City	Intermediate	NA	NA	NA	NA	Y
14814	Pacific Bell	Mill Valley	Intermediate	2002	9.9	0.01	NA	N
14822	Federal Aviation Administration	Oakland	Intermediate	NA	NA	NA	NA	Y
14823	Contra Costa Water District	Concord	Intermediate	NA	NA	NA	NA	N
14826	Contra Costa Water District	Concord	Intermediate	NA	NA	NA	NA	N
14837	Trans Pacific Centre	Oakland	Intermediate	NA	NA	NA	NA	Y
14847	Synaptics Inc	San Jose	Intermediate	NA	NA	NA	NA	N
14850	City of Burlingame Public Works Department	Burlingame	Intermediate	NA	NA	NA	NA	N
14852	Genesys Telecommunications Laboratories Inc	Daly City	Intermediate	NA	NA	NA	NA	N

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14870	County of San Mateo	Pescadero	Intermediate	NA	NA	NA	NA	N
14875	County of San Mateo	Woodside	Intermediate	NA	NA	NA	NA	N
14877	County of San Mateo	Redwood City	Intermediate	NA	NA	NA	NA	Y
14891	Sausalito Marin City Sanitary District	Sausalito	Intermediate	NA	NA	NA	NA	N
14898	City of Oakland , Envr Scvs Division	Oakland	Intermediate	NA	NA	NA	NA	N
14900	California Dept of Transportation	Foster City	Intermediate	NA	NA	NA	NA	N
14902	255 Berry Homeowner's Association	San Francisco	Intermediate	NA	NA	NA	NA	N
14904	Sierra Pacific Properties, Inc	Concord	Intermediate	NA	NA	NA	NA	Y
14923	Levi Strauss & Company	San Francisco	Intermediate	NA	NA	NA	NA	N
14924	Chabot Community College	Hayward	Intermediate	2022	9.9	0.09	NA	N
14942	City of Palo Alto	Palo Alto	Intermediate	NA	NA	NA	NA	N
14948	National Weather Service - SF Bay Area	Monterey	Intermediate	NA	NA	NA	NA	N
14949	Fifth & Potter Street Assoc	San Rafael	Intermediate	NA	NA	NA	NA	N
14950	Frontier California	Kenwood	Intermediate	2009	0.52	0	NA	N
14964	Wells Fargo Bank	Fremont	Intermediate	2014	2.2	0	NA	N
14969	State of California DOT	San Francisco	Intermediate	NA	NA	NA	NA	Y
14981	City of San Mateo	San Mateo	Intermediate	NA	NA	NA	NA	N
14985	SJ Cityview LLC	San Jose	Intermediate	NA	NA	NA	NA	N
14992	Visa Land Management IV	Foster City	Intermediate	2002	3.5	NA	NA	N
14995	Pacific Racing Association	Albany	Intermediate	NA	NA	NA	NA	N
15005	Verizon Wireless Rutherford	Rutherford	Intermediate	NA	NA	NA	NA	N
15007	Verizon Wireless Antioch	Antioch	Intermediate	NA	NA	NA	NA	Y
15060	ThermoFisher Scientific	Santa Clara	Intermediate	NA	NA	NA	NA	N
15063	Alameda Health System dba Alameda Hospital	Alameda	Intermediate	NA	NA	NA	NA	N
15071	Pacific Bell	Sausalito	Intermediate	2005	4.9	NA	NA	N
15077	Wells Fargo Bank c/o Jones Lang Lasalle	San Francisco	Intermediate	NA	NA	NA	NA	N
15080	Lowe's HIW, Inc /Corporate Payables	Wilkesboro	Intermediate	NA	NA	NA	NA	Y
15081	Equator Coffees, LLC	San Rafael	Intermediate	NA	NA	NA	NA	N

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15088	MedImmune	Mountain View	Intermediate	NA	NA	NA	NA	N
15123	American Tower LLC (89301- Burdell Mountain)	Phoenix	Intermediate	NA	NA	NA	NA	N
15125	San Jose Marriott Hotel	San Jose	Intermediate	NA	NA	NA	NA	N
15156	Forty-Five Fremont Assoc c/o Shorenstein Realty	San Francisco	Intermediate	NA	NA	NA	NA	N
15167	Town of Hillsborough	Hillsborough	Intermediate	NA	NA	NA	NA	N
15186	The Home Depot Store #0628	San Carlos	Intermediate	NA	NA	NA	NA	N
15210	Lucas Residence	San Anselmo	Intermediate	NA	NA	NA	NA	N
15225	Roche Molecular Systems Inc	Pleasanton	Intermediate	NA	NA	NA	NA	N
15233	Verizon Wireless-Yountville	Yountville	Intermediate	NA	NA	NA	NA	N
15250	Casiopea Bovet, LLC	San Mateo	Intermediate	NA	NA	NA	NA	N
15253	Oracle Corporation	Redwood City	Intermediate	2011	9.8	0.9	NA	N
15254	Williams Sonoma	San Francisco	Intermediate	NA	NA	NA	NA	N
15263	Bottling Group LLC	Hayward	Intermediate	NA	NA	NA	NA	Y
15267	San Jose New City Hall	San Jose	Intermediate	NA	NA	NA	NA	N
15275	Letterman Digital Arts Ltd	San Francisco	Intermediate	NA	NA	NA	NA	N
15280	Alexandria Real Estate Equities Inc	Burlingame	Intermediate	NA	NA	NA	NA	N
15282	Comcast Cable Corporation	Sacramento	Intermediate	NA	NA	NA	NA	N
15290	Comcast Communications	San Francisco	Intermediate	NA	NA	NA	NA	N
15305	Stanford Health Care Tri-Valley	Livermore	Intermediate	NA	NA	NA	NA	N
15328	Daly City Fire Station No 92	Daly City	Intermediate	NA	NA	NA	NA	N
15330	San Jose Water Co , Batista	San Jose	Intermediate	NA	NA	NA	NA	N
15332	Pacific Heights Towers Condominium Assoc	San Francisco	Intermediate	NA	NA	NA	NA	N
15337	Verizon Global Networks	San Francisco	Intermediate	NA	NA	NA	NA	Y
15346	IBM Corporation	San Jose	Intermediate	NA	NA	NA	NA	N
15348	Skyline Colleges	San Mateo	Intermediate	NA	NA	NA	NA	N
15356	Sonoma County Morgue	Santa Rosa	Intermediate	NA	NA	NA	NA	N
15358	KPIX TV 5	San Francisco	Intermediate	NA	NA	NA	NA	N
15411	Bio-Rad Laboratories	Hercules	Intermediate	NA	NA	NA	NA	N

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15433	Marin Municipal Water District	Corte Madera	Intermediate	NA	NA	NA	NA	N
15443	Argonaut Hotel	San Francisco	Intermediate	NA	NA	NA	NA	N
15444	City of Petaluma	Petaluma	Intermediate	NA	NA	NA	NA	N
15446	Tamalpais Community Services District	Mill Valley	Intermediate	NA	NA	NA	NA	N
15454	The Peninsula Mandalay OA c/o Titan Management	San Francisco	Intermediate	NA	NA	NA	NA	Y
15464	Pixar Animation Studios	Emeryville	Intermediate	2009	9.9	0.9	NA	N
15465	Kaiser Permanente - Regional Lab Annex	Richmond	Intermediate	NA	NA	NA	NA	Y
15469	Kron Television	San Francisco	Intermediate	NA	NA	NA	NA	N
15473	City of Milpitas	Milpitas	Intermediate	NA	NA	NA	NA	N
15479	NeoPhotonics Corporation	San Jose	Intermediate	NA	NA	NA	NA	N
15485	S F Bay Area Rapid Transit District	South San Francisco	Intermediate	NA	NA	NA	NA	N
15487	S F Bay Area Rapid Transit District	Millbrae	Intermediate	NA	NA	NA	NA	N
15504	Kaiser Santa Rosa Medical Office, Bldg #4	Santa Rosa	Intermediate	2019	9.9	0.9	NA	N
15505	The Home Depot #1044	Carlsbad	Intermediate	NA	NA	NA	NA	N
15507	Point Richmond R & D Associates	Richmond	Intermediate	2007	0.8	0	NA	Y
15509	2929 Seventh Street LLC	Berkeley	Intermediate	NA	NA	NA	NA	Y
15532	Carneros Business Park	Saint Helena	Intermediate	NA	NA	NA	NA	N
15546	Westfield Oakridge	San Jose	Intermediate	NA	NA	NA	NA	N
15550	Amports	Benicia	Intermediate	NA	NA	NA	NA	N
15560	Four Seasons Hotel San Francisco	San Francisco	Intermediate	NA	NA	NA	NA	Y
15561	Comcast Cable Corporation	Fairfield	Intermediate	2003	4.4	0	NA	Y
15582	S F Bay Area Rapid Transit District	San Bruno	Intermediate	NA	NA	NA	NA	Y
15583	Cisco Systems Inc	Milpitas	Intermediate	NA	NA	NA	NA	N
15585	Comcast Communications	San Francisco	Intermediate	NA	NA	NA	NA	N
15592	SFPUC Sunol Valley Chloramination Facility & Alameda Portal	Millbrae	Intermediate	2010	9.9	0.9	NA	N
15593	Touro University California	Vallejo	Intermediate	NA	NA	NA	NA	Y
15598	AXA Rosenberg Global Services LLC	Fairfield	Intermediate	NA	NA	NA	NA	N

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15599	City of Santa Clara	Santa Clara	Intermediate	NA	NA	NA	NA	N
15607	Town of Los Gatos	Los Gatos	Intermediate	NA	NA	NA	NA	N
15608	Photon Dynamics - Orbotech	San Jose	Intermediate	NA	NA	NA	NA	N
15609	500 Washington Stret	San Francisco	Intermediate	NA	NA	NA	NA	N
15612	Martin Building Company	San Francisco	Intermediate	NA	NA	NA	NA	Y
15613	Operating Engineers Local Union #3 Federal Credit	Livermore	Intermediate	NA	NA	NA	NA	N
15617	City of Daly City	Daly City	Intermediate	NA	NA	NA	NA	N
15619	Foundry Square IV	San Francisco	Intermediate	NA	NA	NA	NA	N
15624	199 New Montgomery Owners Assoc c/o Titan Mgmt Grp	San Francisco	Intermediate	NA	NA	NA	NA	N
15629	Humane Society of Sonoma County	Santa Rosa	Intermediate	NA	NA	NA	NA	N
15653	The Home Depot Store #1076	Brentwood	Intermediate	2005	2.4	0.9	NA	N
15658	Pacific Bell/SBC Environmental	Novato	Intermediate	NA	NA	NA	NA	N
15661	University of California, San Francisco	San Francisco	Intermediate	NA	NA	NA	NA	Y
15667	Vallejo Sanitation & Flood Control District	Vallejo	Intermediate	NA	NA	NA	NA	Y
15683	Alameda County Public Works Agency	Hayward	Intermediate	NA	NA	NA	NA	N
15688	Pacific Bell	San Ramon	Intermediate	NA	NA	NA	NA	N
15690	Fine Arts Museums of San Francisco/City & County of San Francisco	San Francisco	Intermediate	NA	NA	NA	NA	N
15702	Napa County Sheriff Facility	Napa	Intermediate	NA	NA	NA	NA	N
15731	The Home Depot Store #6652	Napa	Intermediate	NA	NA	NA	NA	N
15738	Ross Valley Sanitary District, Larkspur Pump Station	Larkspur	Intermediate	NA	NA	NA	NA	N
15748	San Francisco Bay Area Rapid Transit District	Oakland	Intermediate	NA	NA	NA	NA	Y
15772	City of Gilroy	Gilroy	Intermediate	NA	NA	NA	NA	Y
15773	City of Gilroy	Gilroy	Intermediate	NA	NA	NA	NA	Y
15774	City of Gilroy	Gilroy	Intermediate	NA	NA	NA	NA	Y
15775	City of Gilroy	Gilroy	Intermediate	NA	NA	NA	NA	N
15780	City of Gilroy	Gilroy	Intermediate	NA	NA	NA	NA	N
15781	City of Gilroy	Gilroy	Intermediate	NA	NA	NA	NA	N

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15789	City of Brentwood	Brentwood	Intermediate	2004	4	NA	NA	N
15808	The Home Depot Store #8572	Morgan Hill	Intermediate	NA	NA	NA	NA	Y
15812	One Bush, Inc c/o Property Management	San Francisco	Intermediate	NA	NA	NA	NA	N
15827	City of Gilroy	Gilroy	Intermediate	NA	NA	NA	NA	Y
15831	The Metropolitan Association	San Francisco	Intermediate	NA	NA	NA	NA	N
15835	University Circle	East Palo Alto	Intermediate	NA	NA	NA	NA	Y
15839	Santa Clara Police Facility	Santa Clara	Intermediate	NA	NA	NA	NA	N
15872	The Home Depot Store #0632	San Mateo	Intermediate	NA	NA	NA	NA	N
15874	The J David Gladstone Institutes	San Francisco	Intermediate	NA	NA	NA	NA	N
15892	Livermore-Amador Valley Water Management Agency	Pleasanton	Intermediate	NA	NA	NA	NA	N
15894	The Home Depot #1007	Carlsbad	Intermediate	NA	NA	NA	NA	Y
15895	Heritage Estates/Sundt Construction, Inc	Seattle	Intermediate	NA	NA	NA	NA	N
15907	595 Market Street, Inc	San Francisco	Intermediate	NA	NA	NA	NA	N
15921	Teikoku Pharma	San Jose	Intermediate	NA	NA	NA	NA	N
15933	Comcast of California IX, Inc	San Francisco	Intermediate	NA	NA	NA	NA	N
15934	Comcast of California/Massachusetts/Michigan/Utah,	Walnut Creek	Intermediate	NA	NA	NA	NA	N
15939	U S Technical Ceramics Inc	Morgan Hill	Intermediate	NA	NA	NA	NA	Y
15948	The Home Depot Store #0634	Carlsbad	Intermediate	NA	NA	NA	NA	Y
15949	Fernwood	Mill Valley	Intermediate	2005	1.3	0.04	NA	N
15959	Comcast of San Leandro, Inc	Livermore	Intermediate	2023	5.7	0	NA	Y
15974	Comcast Cable Corporation	Novato	Intermediate	NA	NA	NA	NA	N
15999	Frank Family Vineyards	Calistoga	Intermediate	2019	8.5	0	NA	N
16023	Georgia-Pacific Corrugated LLC	San Leandro	Intermediate	NA	NA	NA	NA	Y
16025	Earthquake Protection Systems, Inc	Vallejo	Intermediate	NA	NA	NA	NA	Y
16037	Santa Clara County Roads & Airports Dept	San Jose	Intermediate	NA	NA	NA	NA	N
16038	Comcast Cable Corporation	Napa	Intermediate	NA	NA	NA	NA	N
16039	Comcast Cable Corporation	Livermore	Intermediate	NA	NA	NA	NA	Y
16052	Comcast Communications	San Francisco	Intermediate	NA	NA	NA	NA	N

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16063	Comcast of California	San Francisco	Intermediate	NA	NA	NA	NA	N
16073	Visa Land Development II, L P	Foster City	Intermediate	NA	NA	NA	NA	N
16081	City of Calistoga - Water Treatment Plant	Calistoga	Intermediate	NA	NA	NA	NA	N
16092	Comcast of Colorado/Texas/Washington, Inc	Livermore	Intermediate	NA	NA	NA	NA	Y
16095	Comcast of California/Colorado, LLC	Livermore	Intermediate	NA	NA	NA	NA	N
16125	San Jose Fire Dept Stn#13 / Accts Payable	San Jose	Intermediate	NA	NA	NA	NA	N
16132	Target Corporation Store #1438	Napa	Intermediate	NA	NA	NA	NA	N
16153	City Of Gilroy Water Dept Pump Station #6	Gilroy	Intermediate	NA	NA	NA	NA	N
16163	Suisun - Solano Water Authority Sports Complex	Suisun City	Intermediate	NA	NA	NA	NA	N
16185	City of Belmont	Belmont	Intermediate	2004	1.3	0.9	NA	N
16193	The Olympic Club	San Francisco	Intermediate	NA	NA	NA	NA	N
16200	The Gymboree Corporation	San Francisco	Intermediate	2004	4.9	0.9	NA	N
16212	Four Seasons Silicon Valley	East Palo Alto	Intermediate	NA	NA	NA	NA	Y
16265	BP3-SF8 1400 FI LLC	San Mateo	Intermediate	NA	NA	NA	NA	N
16266	City of Santa Clara	Santa Clara	Intermediate	NA	NA	NA	NA	N
16280	Verizon Wireless- HWY 35/280	San Bruno	Intermediate	NA	NA	NA	NA	N
16295	Verizon Wireless- 815053 - (HWY 880/Hegenberger)	Folsom	Intermediate	NA	NA	NA	NA	Y
16299	Lowe's HIW, Inc	Fremont	Intermediate	NA	NA	NA	NA	N
16318	KNTV Television, Inc	San Jose	Intermediate	NA	NA	NA	NA	N
16325	Mid Peninsula Water District	Belmont	Intermediate	NA	NA	NA	NA	N
16328	Monogram Biosciences	South San Francisco	Intermediate	NA	NA	NA	NA	Y
16344	International Hotel	San Francisco	Intermediate	NA	NA	NA	NA	N
16358	Verizon Wireless (HWY 152/G7)	Folsom	Intermediate	NA	NA	NA	NA	Y
16370	San Francisco Public Library	San Francisco	Intermediate	NA	NA	NA	NA	Y
16374	Wal-Mart Store #5435 c/o APTIM	San Jose	Intermediate	NA	NA	NA	NA	Y
16376	Verizon Wireless (Shadelands)	Folsom	Intermediate	NA	NA	NA	NA	N
16384	San Rafael Sanitation District	San Rafael	Intermediate	NA	NA	NA	NA	N
16385	San Rafael Sanitation District	San Rafael	Intermediate	NA	NA	NA	NA	N

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16386	San Rafael Sanitation District	San Rafael	Intermediate	NA	NA	NA	NA	N
16399	Cushman / Wakefield, Agent for Adobe Sys, Inc	San Francisco	Intermediate	NA	NA	NA	NA	N
16402	Hall Wines	Rutherford	Intermediate	NA	NA	NA	NA	N
16422	City of San Jose, SBWRP	San Jose	Intermediate	2004	9.93	o	NA	Y
16424	Verizon Wireless (HWY 84/SUMMIT)	Walnut Creek	Intermediate	NA	NA	NA	NA	N
16437	City of Rohnert Park	Rohnert Park	Intermediate	NA	NA	NA	NA	N
16443	City of Hayward Well C	Hayward	Intermediate	NA	NA	NA	NA	Y
16444	City of Hayward Well B	Hayward	Intermediate	NA	NA	NA	NA	Y
16445	City of Hayward Garin P/S	Hayward	Intermediate	NA	NA	NA	NA	N
16447	City of Hayward 750' Reservoir	Hayward	Intermediate	NA	NA	NA	NA	N
16449	City of Hayward 250' Reservoir	Hayward	Intermediate	NA	NA	NA	NA	N
16456	Verizon Wireless (HWY 4/Sommersville)	Folsom	Intermediate	NA	NA	NA	NA	Y
16489	PPFOFF One Maritime Plaza, LP	San Francisco	Intermediate	NA	NA	NA	NA	N
16497	PPF OFF 150 California Street, LP	San Francisco	Intermediate	NA	NA	NA	NA	N
16504	Jones Lang LaSalle	San Francisco	Intermediate	NA	NA	NA	NA	N
16508	Verizon Wireless (HWY 580-Greenville)	Walnut Creek	Intermediate	NA	NA	NA	NA	N
16517	Verizon Wireless Camden & Union	Folsom	Intermediate	NA	NA	NA	NA	N
16518	Northrop Grumman Systems Corp	San Jose	Intermediate	NA	NA	NA	NA	N
16520	Hotel Nikko	San Francisco	Intermediate	NA	NA	NA	NA	Y
16524	Verizon Wireless (New Loma)	Walnut Creek	Intermediate	NA	NA	NA	NA	N
16543	Peninsula Property JV LLC	Burlingame	Intermediate	NA	NA	NA	NA	N
16552	Contra Costa Water District	Concord	Intermediate	2005	2.2	NA	NA	N
16555	Blue and Gold Fleet	San Francisco	Intermediate	NA	NA	NA	NA	N
16581	Daly City	Daly City	Intermediate	NA	NA	NA	NA	N
16602	Verizon Wireless-815831	Hayward	Intermediate	NA	NA	NA	NA	Y
16603	Verizon Wireless-816226	San Jose	Intermediate	NA	NA	NA	NA	N
16605	Verizon Wireless-816180	Fremont	Intermediate	NA	NA	NA	NA	N
16611	Hilton Santa Clara	Santa Clara	Intermediate	NA	NA	NA	NA	N

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16618	Codexis Inc	Redwood City	Intermediate	NA	NA	NA	NA	N
16627	Worldpac	Newark	Intermediate	NA	NA	NA	NA	N
16649	Hudson Pacific Properties, Inc	Palo Alto	Intermediate	NA	NA	NA	NA	N
16652	Hudson Metro Plaza, LLC	San Jose	Intermediate	NA	NA	NA	NA	N
16670	War Memorial Performing Arts Center	San Francisco	Intermediate	NA	NA	NA	NA	N
16679	Hotel Kabuki	San Francisco	Intermediate	NA	NA	NA	NA	N
16701	CA 201 Mission Street - LLP	San Francisco	Intermediate	NA	NA	NA	NA	N
16703	California Water Service Company	San Jose	Intermediate	NA	NA	NA	NA	N
16705	Hilton San Francisco Airport Hotel	Burlingame	Intermediate	NA	NA	NA	NA	N
16708	San Francisco Museum of Modern Art	San Francisco	Intermediate	NA	NA	NA	NA	Y
16710	Lowe's HIW, Inc	North Wilkesboro	Intermediate	NA	NA	NA	NA	N
16717	San Francisco Public Utilities Commission	San Francisco	Intermediate	NA	NA	NA	NA	N
16722	Villa Marin Homeowners Association	San Rafael	Intermediate	NA	NA	NA	NA	N
16723	Grand Hyatt San Francisco	San Francisco	Intermediate	NA	NA	NA	NA	N
16725	AT&T Mobility/AT&T Services	San Ramon	Intermediate	NA	NA	NA	NA	Y
16728	S F War Memorial & Performing Arts Center	San Francisco	Intermediate	NA	NA	NA	NA	Y
16743	Neiman Marcus	San Francisco	Intermediate	NA	NA	NA	NA	Y
16747	Reutlinger Community For Jewish Living	Danville	Intermediate	NA	NA	NA	NA	N
16748	Jewish Community Center of San Francisco	San Francisco	Intermediate	NA	NA	NA	NA	N
16759	AT&T Mobility - FA 10087718 - San Pedro	San Ramon	Intermediate	NA	NA	NA	NA	N
16762	AT&T Mobility /AT&T Services	San Ramon	Intermediate	NA	NA	NA	NA	Y
16767	AT&T Mobility /AT&T Services	San Francisco	Intermediate	NA	NA	NA	NA	Y
16777	eBay / WPR	San Jose	Intermediate	NA	NA	NA	NA	N
16787	Bayside Area Development, LLC c/ CBRE, Inc	South San Francisco	Intermediate	2005	9.98	NA	NA	Y
16794	The Home Depot Store #1092	Carlsbad	Intermediate	NA	NA	NA	NA	N
16811	Albany High School	Albany	Intermediate	NA	NA	NA	NA	N
16817	Renesas Electronics America Inc.	Milpitas	Intermediate	NA	NA	NA	NA	N
16825	Lowe's HIW, Inc #1901	Cotati	Intermediate	NA	NA	NA	NA	N

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16829	The Home Depot Store #0641	Carlsbad	Intermediate	NA	NA	NA	NA	Y
16833	Santa Rosa Silvercrest Residences	Santa Rosa	Intermediate	NA	NA	NA	NA	N
16848	T-Mobile - Oakland Satellite	Shawnee Mission	Intermediate	NA	NA	NA	NA	Y
16850	SPRINT	Shawnee Mission	Intermediate	NA	NA	NA	NA	N
16853	Town of Windsor	Windsor	Intermediate	2004	2	NA	NA	N
16858	Sprint San Jose POP	San Jose	Intermediate	NA	NA	NA	NA	N
16859	Sprint Livermore Earth Station	Shawnee Mission	Intermediate	NA	NA	NA	NA	N
16869	U C Berkeley, Clark Kerr Campus	Berkeley	Intermediate	NA	NA	NA	NA	N
16880	Verizon Wireless (Lone Tree/Valley)	Folsom	Intermediate	NA	NA	NA	NA	N
16887	Intuit, Inc	Mountain View	Intermediate	NA	NA	NA	NA	N
16901	HCP BTC, LLC	South San Francisco	Intermediate	NA	NA	NA	NA	Y
16908	Beacon Commercial Owners Association	San Francisco	Intermediate	NA	NA	NA	NA	N
16917	Verizon Wireless Piedmont Sierra	San Jose	Intermediate	NA	NA	NA	NA	N
16919	KBHK TV	San Francisco	Intermediate	NA	NA	NA	NA	N
16922	Santa Clara Marriott Hotel	Santa Clara	Intermediate	NA	NA	NA	NA	N
16924	Kilroy Realty, LP	San Francisco	Intermediate	NA	NA	NA	NA	N
16937	City of Pleasanton	Pleasanton	Intermediate	NA	NA	NA	NA	N
16953	City and County of San Francisco	San Francisco	Intermediate	NA	NA	NA	NA	N
16966	Sequoia Living	Greenbrae	Intermediate	NA	NA	NA	NA	N
16987	Sonoma County Water Agency	Petaluma	Intermediate	NA	NA	NA	NA	N
16994	Thermo Fisher Scientific (dba Dionex)	Sunnyvale	Intermediate	NA	NA	NA	NA	N
16998	UC Berkeley, Richmond Field Station Campus	Berkeley	Intermediate	NA	NA	NA	NA	Y
17018	San Jose Redevelopment Agency	San Jose	Intermediate	NA	NA	NA	NA	Y
17042	301 Battery, LLC	San Francisco	Intermediate	NA	NA	NA	NA	N
17043	The Home Depot Store #0642	Campbell	Intermediate	NA	NA	NA	NA	N
17048	Verizon Wireless	Folsom	Intermediate	NA	NA	NA	NA	N
17049	Verizon Wireless	Folsom	Intermediate	NA	NA	NA	NA	N
17062	Bay Area Coffee Inc	Benicia	Intermediate	NA	NA	NA	NA	N

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17081	City of Gilroy	Gilroy	Intermediate	NA	NA	NA	NA	N
17082	City of Gilroy	Gilroy	Intermediate	NA	NA	NA	NA	Y
17085	Sequoia Living	San Francisco	Intermediate	NA	NA	NA	NA	N
17090	Northern California Presbyterian Homes & Services	Portola Valley	Intermediate	NA	NA	NA	NA	N
17095	Verizon Wireless (Hwy 29/37)	Folsom	Intermediate	NA	NA	NA	NA	Y
17112	KNTV Television	Daly City	Intermediate	NA	NA	NA	NA	N
17113	County of Marin, Jail	San Rafael	Intermediate	NA	NA	NA	NA	N
17130	A Memorial Service LLC, dba Animal Memorial Svcs	Gilroy	Intermediate	2008	9.6	0.09	0.5	Y
17141	City of Milpitas	Milpitas	Intermediate	NA	NA	NA	NA	N
17143	Wells Fargo Bank, NA	San Francisco	Intermediate	NA	NA	NA	NA	N
17144	Westborough Water District-Rowntree Lift Station	South San Francisco	Intermediate	NA	NA	NA	NA	N
17147	SI 27, LLC; c/o The Sobrato Organization	Santa Clara	Intermediate	NA	NA	NA	NA	N
17153	City of Milpitas	Milpitas	Intermediate	NA	NA	NA	NA	N
17154	City of Milpitas	Milpitas	Intermediate	2016	9.9	0.9	NA	N
17157	City of Milpitas	Milpitas	Intermediate	NA	NA	NA	NA	N
17158	City of Milpitas	Milpitas	Intermediate	NA	NA	NA	NA	N
17159	City of Milpitas	Milpitas	Intermediate	NA	NA	NA	NA	N
17160	City of Milpitas	Milpitas	Intermediate	NA	NA	NA	NA	N
17161	City of Milpitas	Milpitas	Intermediate	NA	NA	NA	NA	N
17162	City of Milpitas	Milpitas	Intermediate	NA	NA	NA	NA	N
17163	City of Milpitas	Milpitas	Intermediate	NA	NA	NA	NA	N
17179	Mission Creek Community/Mercy Housing Grp	Carrollton	Intermediate	NA	NA	NA	NA	N
17190	Alameda County GSA	Oakland	Intermediate	NA	NA	NA	NA	Y
17196	Headway Technologies Inc, STT Bldg 5	Milpitas	Intermediate	NA	NA	NA	NA	N
17214	City of Milpitas	Milpitas	Intermediate	NA	NA	NA	NA	N
17219	SBC (Red Mountain)	San Ramon	Intermediate	NA	NA	NA	NA	N
17232	City of Santa Clara - Well Site: Zone 1, 28	Santa Clara	Intermediate	NA	NA	NA	NA	N
17233	City of Santa Clara - Well Site: Zone 1, 21	Santa Clara	Intermediate	NA	NA	NA	NA	N

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17234	City of Santa Clara - Well Site: Zone 2, 17-02	Santa Clara	Intermediate	NA	NA	NA	NA	N
17235	City of Santa Clara - Well Site: Zone 2A, 15	Santa Clara	Intermediate	NA	NA	NA	NA	N
17236	City of Santa Clara - Well Site: Zone 1, 7	Santa Clara	Intermediate	NA	NA	NA	NA	N
17237	City of Santa Clara - Well Site: Zone 1, 3-02	Santa Clara	Intermediate	NA	NA	NA	NA	N
17240	City of Santa Clara - Water Booster Site: Serra	Santa Clara	Intermediate	NA	NA	NA	NA	N
17245	City of Santa Clara - "Freedom Circle" Storm	Santa Clara	Intermediate	NA	NA	NA	NA	N
17246	City of Santa Clara - Fairway Glen Storm	Santa Clara	Intermediate	NA	NA	NA	NA	N
17249	City of Santa Clara - Lickmill Storm	Santa Clara	Intermediate	NA	NA	NA	NA	N
17250	City of Santa Clara - Rambo Storm	Santa Clara	Intermediate	NA	NA	NA	NA	N
17252	City of Santa Clara - Westside Storm	Santa Clara	Intermediate	NA	NA	NA	NA	N
17258	Latham & Watkins LLP	Menlo Park	Intermediate	NA	NA	NA	NA	N
17287	F1 Stevenson LLC c/o Cushman & Wakefield	San Francisco	Intermediate	NA	NA	NA	NA	N
17295	City of Richmond	Richmond	Intermediate	NA	NA	NA	NA	N
17314	Silicon Valley Bank	Santa Clara	Intermediate	NA	NA	NA	NA	N
17320	T-Mobile USA Inc	San Francisco	Intermediate	NA	NA	NA	NA	Y
17326	City of Santa Clara, Park Service Ctr	Santa Clara	Intermediate	2021	5	0	NA	N
17334	Lowe's HIW, Inc	Sunnyvale	Intermediate	NA	NA	NA	NA	N
17340	Sutter Bay Medical Foundation DB Palo Alto M F	Sunnyvale	Intermediate	NA	NA	NA	NA	N
17347	College of San Mateo	San Mateo	Intermediate	2007	9.6	0.9	NA	N
17372	Cal Academy of Sciences 501/C3 Non-Profit Corp	San Francisco	Intermediate	NA	NA	NA	NA	N
17381	Dallas Ranch MSL, LLC - a DE Limited Liability Co	Antioch	Intermediate	NA	NA	NA	NA	N
17386	Broadcom Limited	San Jose	Intermediate	NA	NA	NA	NA	N
17389	Verizon Wireless (Hwy 780 Southampton)	Folsom	Intermediate	NA	NA	NA	NA	N
17392	City of Santa Clara, Gianera Storm Station	Santa Clara	Intermediate	NA	NA	NA	NA	N
17400	Millennium Tower Association	San Francisco	Intermediate	NA	NA	NA	NA	N
17405	One Rincon Hill Association	San Francisco	Intermediate	2006	7.8	0	NA	N
17407	Fisher Investments	Woodside	Intermediate	2005	5.8	0	NA	N
17417	AlmaVia of San Rafael	San Rafael	Intermediate	NA	NA	NA	NA	N

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17436	CDC San Francisco LLC	San Francisco	Intermediate	NA	NA	NA	NA	Y
17438	PR 3979 Freedom Circle, LLC	Santa Clara	Intermediate	NA	NA	NA	NA	N
17442	Verizon Wireless (Nicasio)	Nicasio	Intermediate	NA	NA	NA	NA	N
17443	Verizon Wireless (Hwy 4 Bypass)	Antioch	Intermediate	NA	NA	NA	NA	N
17457	Verizon Wireless (Tully Road)	San Jose	Intermediate	NA	NA	NA	NA	N
17458	Verizon Wireless (Sebastopol)	Folsom	Intermediate	NA	NA	NA	NA	N
17460	City of Santa Rosa Utilities Department Station 9	Santa Rosa	Intermediate	2006	9.99	0.01	NA	N
17462	City of Redwood City #5546	Redwood City	Intermediate	NA	NA	NA	NA	Y
17463	City of Redwood City #8507	Redwood City	Intermediate	NA	NA	NA	NA	Y
17468	City of Redwood City #9915	Redwood City	Intermediate	NA	NA	NA	NA	Y
17474	Marina Village Pump Station - Town of Corte Madera	Corte Madera	Intermediate	NA	NA	NA	NA	N
17478	City of Berkeley Fire Department	Berkeley	Intermediate	NA	NA	NA	NA	N
17483	City of Redwood City	Redwood City	Intermediate	NA	NA	NA	NA	N
17506	City of Redwood City	Redwood City	Intermediate	NA	NA	NA	NA	N
17507	City of Redwood City	Redwood City	Intermediate	NA	NA	NA	NA	N
17517	Fed Ex Express - SFOA	Buffalo Grove	Intermediate	NA	NA	NA	NA	N
17518	FedEx Express - OAKRT	Oakland	Intermediate	NA	NA	NA	NA	Y
17528	The Infinity Owners Association	San Francisco	Intermediate	NA	NA	NA	NA	N
17533	FedEx Express-OAKH	San Diego	Intermediate	NA	NA	NA	NA	Y
17536	188 KING STREET HOA	San Francisco	Intermediate	NA	NA	NA	NA	N
17541	Ironhouse Sanitary District	Oakley	Intermediate	NA	NA	NA	NA	N
17548	Alameda County GSA	San Leandro	Intermediate	NA	NA	NA	NA	N
17551	Harlan Lab Livermore	Livermore	Intermediate	NA	NA	NA	NA	N
17556	101 Second Street Inc	San Francisco	Intermediate	NA	NA	NA	NA	N
17571	Ardagh Group	Fairfield	Intermediate	NA	NA	NA	NA	N
17572	Westin San Francisco Airport	Millbrae	Intermediate	NA	NA	NA	NA	N
17573	San Francisco Municipal Railway	San Francisco	Intermediate	2006	1.58	0	NA	N
17584	Alexandria Real Estate Equities, Inc	San Francisco	Intermediate	2006	2.1	0	NA	Y

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17587	Global Power Group Inc (Toys "R" Us)	Lakeside	Intermediate	NA	NA	NA	NA	Y
17597	Sterling Vineyards	Calistoga	Intermediate	NA	NA	NA	NA	N
17604	Downtown Properties V,LLC c/o Spectrum Interests	San Mateo	Intermediate	NA	NA	NA	NA	Y
17605	City of Richmond (23rd St & Carlson Ave)	Richmond	Intermediate	NA	NA	NA	NA	Y
17621	Skywest Emergency Pump Station	Hayward	Intermediate	NA	NA	NA	NA	Y
17622	City of Daly City	Daly City	Intermediate	NA	NA	NA	NA	N
17633	Amidi Real Estate Plug and Play, LLC	Sunnyvale	Intermediate	NA	NA	NA	NA	N
17636	Verizon Wireless (Two Rocks)	Folsom	Intermediate	NA	NA	NA	NA	N
17637	SI 77, LLC	San Francisco	Intermediate	NA	NA	NA	NA	N
17655	XO Communications, Inc	Fremont	Intermediate	NA	NA	NA	NA	N
17658	City Of San Mateo Fire Station #23	San Mateo	Intermediate	NA	NA	NA	NA	N
17659	Mt Diablo Plaza	Walnut Creek	Intermediate	NA	NA	NA	NA	N
17668	Tata Communications [America] Inc	Santa Clara	Intermediate	NA	NA	NA	NA	N
17672	Sanrio, Inc	South San Francisco	Intermediate	NA	NA	NA	NA	Y
17685	Eastern Contra Costa Transit Authority	Antioch	Intermediate	NA	NA	NA	NA	Y
17689	The Home Depot Store #0625	San Leandro	Intermediate	NA	NA	NA	NA	Y
17696	Stanford University	Palo Alto	Intermediate	NA	NA	NA	NA	N
17701	Vishay Siliconix	San Jose	Intermediate	NA	NA	NA	NA	N
17702	The Home Depot Store #0644	Pittsburg	Intermediate	NA	NA	NA	NA	Y
17703	The Home Depot Store #0627	Carlsbad	Intermediate	NA	NA	NA	NA	Y
17704	The Home Depot Store #0640	Carlsbad	Intermediate	NA	NA	NA	NA	N
17710	3E Company/Regulatory Dept c/o Home Depot #6603	Carlsbad	Intermediate	2023	0.29	o	NA	Y
17717	2350 Mission Building, LLC	Santa Clara	Intermediate	NA	NA	NA	NA	N
17728	Fry's Electronics Inc	San Jose	Intermediate	NA	NA	NA	NA	N
17730	The Home Depot Store #6604	San Ramon	Intermediate	NA	NA	NA	NA	N
17731	The Home Depot Store #6621	San Jose	Intermediate	NA	NA	NA	NA	N
17733	The Home Depot #6635	Carlsbad	Intermediate	NA	NA	NA	NA	N
17734	The Home Depot Store #6636	Fremont	Intermediate	NA	NA	NA	NA	N

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17740	The Home Depot Store #6678	Carlsbad	Intermediate	NA	NA	NA	NA	N
17741	The Home Depot Store #6655	Colma	Intermediate	NA	NA	NA	NA	N
17742	The Home Depot Store #6677	Carlsbad	Intermediate	2023	5.9	0	NA	Y
17745	Mills College	Oakland	Intermediate	NA	NA	NA	NA	N
17753	Oracle America	Pleasanton	Intermediate	NA	NA	NA	NA	N
17759	City of South San Francisco (Pump Station #3)	South San Francisco	Intermediate	NA	NA	NA	NA	Y
17761	Mavericks Realty Management	San Francisco	Intermediate	NA	NA	NA	NA	N
17777	Fresenius Medical Care North America	Fremont	Intermediate	NA	NA	NA	NA	N
17778	New Cingular Wireless db AT&T Mobility	Napa	Intermediate	NA	NA	NA	NA	N
17787	City of Fremont	Fremont	Intermediate	NA	NA	NA	NA	N
17788	City Heights At Pellier Park	San Jose	Intermediate	NA	NA	NA	NA	N
17797	Marianist Center	Cupertino	Intermediate	NA	NA	NA	NA	N
17804	One Sansome Street Property LLC	San Francisco	Intermediate	NA	NA	NA	NA	N
17805	AT & T Corp	Hayward	Intermediate	NA	NA	NA	NA	N
17807	Superior Court of California	San Jose	Intermediate	NA	NA	NA	NA	N
17811	United Parcel Service	Richmond	Intermediate	NA	NA	NA	NA	Y
17817	Recology Vacaville Solano	Vacaville	Intermediate	NA	NA	NA	NA	Y
17821	CenturyLink Communications, LLC	Santa Clara	Intermediate	NA	NA	NA	NA	N
17847	Redwood Credit Union	Santa Rosa	Intermediate	NA	NA	NA	NA	N
17876	Solano Irrigation District	Fairfield	Intermediate	NA	NA	NA	NA	N
17878	Orchard Garden Hotel, Inc	San Francisco	Intermediate	NA	NA	NA	NA	N
17898	New San Francisco Federal Building	San Francisco	Intermediate	2006	9.99	0.01	NA	Y
17902	Verizon Wireless (Smiley Tower)	Mountain View	Intermediate	NA	NA	NA	NA	N
17904	AT&T	Point Reyes Station	Intermediate	NA	NA	NA	NA	N
17908	Montecito Stormwater Pump Station	San Rafael	Intermediate	NA	NA	NA	NA	Y
17919	City of Santa Rosa Utilities Dept	Santa Rosa	Intermediate	NA	NA	NA	NA	N
17920	Wilson Sonsini Goodrich & Rosati	Palo Alto	Intermediate	NA	NA	NA	NA	N

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17924	Broadway Family Apartments	San Francisco	Intermediate	NA	NA	NA	NA	N
17925	Transamerica Pyramid Properties, LLC	San Francisco	Intermediate	NA	NA	NA	NA	N
17930	The Home Depot Store #1379	Santa Rosa	Intermediate	NA	NA	NA	NA	N
17946	Regulus	Napa	Intermediate	NA	NA	NA	NA	N
17947	City of Redwood City Public Works	Redwood City	Intermediate	NA	NA	NA	NA	N
17948	Waters Moving & Storage	Martinez	Intermediate	NA	NA	NA	NA	Y
17949	City of Hayward Public Works Utilities	Hayward	Intermediate	NA	NA	NA	NA	N
17950	City of Hayward Public Works Utilities	Hayward	Intermediate	NA	NA	NA	NA	Y
17951	City of Hayward Public Works Utilities	Hayward	Intermediate	NA	NA	NA	NA	N
17954	Verizon Wireless (East Antioch)	Antioch	Intermediate	NA	NA	NA	NA	N
17965	Amy's Kitchen, Inc	Santa Rosa	Intermediate	NA	NA	NA	NA	N
17975	Orchard Hotel	San Francisco	Intermediate	NA	NA	NA	NA	N
17976	Byron Bethany Irrigation District	Byron	Intermediate	2008	5.8	0	NA	N
17986	Joseph Phelps Vineyards, LLC	Freestone	Intermediate	2006	2.4	0	NA	N
17988	City & County of San Francisco	San Francisco	Intermediate	NA	NA	NA	NA	Y
17991	AT&T Corp	Novato	Intermediate	NA	NA	NA	NA	N
17994	Verizon Wireless (McKee & Toyon)	San Jose	Intermediate	NA	NA	NA	NA	N
17995	Verizon Wireless (Rancho Solano)	Folsom	Intermediate	NA	NA	NA	NA	N
18004	Legacy 455 Market	San Francisco	Intermediate	NA	NA	NA	NA	N
18005	Contra Costa County	Martinez	Intermediate	NA	NA	NA	NA	N
18027	City of Oakland, Envr Scvs Division	Oakland	Intermediate	NA	NA	NA	NA	Y
18037	Verizon Wireless (Pacific Heights)	San Francisco	Intermediate	NA	NA	NA	NA	N
18039	Cisco Systems Inc	San Jose	Intermediate	2008	5.3	0	NA	N
18040	The Shops at Tanforan	San Bruno	Intermediate	NA	NA	NA	NA	Y
18054	Terraces Home Owner's Association	Dublin	Intermediate	NA	NA	NA	NA	N
18058	Best Buy Company, Inc	Richfield	Intermediate	NA	NA	NA	NA	Y
18059	Prologis	Fremont	Intermediate	NA	NA	NA	NA	N
18094	Contra Costa Newspapers	Concord	Intermediate	NA	NA	NA	NA	Y

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18095	The Swig Company	San Francisco	Intermediate	NA	NA	NA	NA	N
18155	Citrix Systems, Inc	Santa Clara	Intermediate	NA	NA	NA	NA	N
18158	Rabbit Aviation	San Carlos	Intermediate	NA	NA	NA	NA	N
18177	Sonoma County Sheriff's Office	Petaluma	Intermediate	2007	0.1	0	NA	N
18186	J P Morgan Securities	San Francisco	Intermediate	NA	NA	NA	NA	N
18192	Minaris Regenerative Medicine	Mountain View	Intermediate	2007	9.9	0.01	NA	N
18211	SIC-Mountain Bay Plaza, LLC c/o The SWIG Co	Mountain View	Intermediate	NA	NA	NA	NA	N
18232	Contra Costa County Fire Protection Dist	Pleasant Hill	Intermediate	NA	NA	NA	NA	N
18254	ISCS, Inc	San Jose	Intermediate	NA	NA	NA	NA	N
18259	County of Santa Clara - VHC Gilroy	Gilroy	Intermediate	NA	NA	NA	NA	Y
18262	225 Bush St Owners LLC c/o 225 Bush St Partners	San Francisco	Intermediate	NA	NA	NA	NA	N
18271	Council On Aging	Santa Rosa	Intermediate	NA	NA	NA	NA	Y
18275	City of Belmont	Belmont	Intermediate	NA	NA	NA	NA	N
18298	County of Marin, Crest Marin Pump Station	Mill Valley	Intermediate	NA	NA	NA	NA	N
18353	Verizon Wireless (Hwy 85/Snell)	Folsom	Intermediate	NA	NA	NA	NA	N
18367	FedEx Freight	Santa Clara	Intermediate	NA	NA	NA	NA	N
18395	Lowe's of Dublin, CA#2273	Dublin	Intermediate	NA	NA	NA	NA	N
18397	American Multi Cinema, Inc	San Francisco	Intermediate	NA	NA	NA	NA	N
18400	Golden Gate Ntl Recreation Area	Sausalito	Intermediate	NA	NA	NA	NA	N
18401	Luminous Solar West, LLC	South San Francisco	Intermediate	NA	NA	NA	NA	Y
18416	Digital Realty	Santa Clara	Intermediate	NA	NA	NA	NA	N
18422	AT&T CA	San Rafael	Intermediate	NA	NA	NA	NA	N
18424	County of Marin, Juvenile Hall	San Rafael	Intermediate	NA	NA	NA	NA	N
18461	Rose of Sharon Rehabilitation	Oakland	Intermediate	NA	NA	NA	NA	Y
18462	Stanford Medicine Outpatient Center	Redwood City	Intermediate	2008	2.5	0	NA	Y
18484	California Dept of Forestry&Fire Protection #8	Suisun City	Intermediate	NA	NA	NA	NA	Y
18494	WinCo Foods LLC	Boise	Intermediate	NA	NA	NA	NA	Y
18507	Verizon Wireless (Lockheed)	Sunnyvale	Intermediate	NA	NA	NA	NA	N

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18509	Verizon Wireless (Kings Mountain)	Woodside	Intermediate	NA	NA	NA	NA	N
18516	Granite Construction Company	Santa Clara	Intermediate	NA	NA	NA	NA	N
18522	Sonoma Airport Properties, LLC	Santa Rosa	Intermediate	NA	NA	NA	NA	N
18526	The Acme Bread Company	Berkeley	Intermediate	NA	NA	NA	NA	N
18527	Golden Gateway Center LLC	San Francisco	Intermediate	NA	NA	NA	NA	N
18532	Verizon Wireless (Peacock Gap)	Folsom	Intermediate	NA	NA	NA	NA	N
18533	Verizon Wireless (Knightsen)	Brentwood	Intermediate	NA	NA	NA	NA	N
18537	City of Burlingame	Burlingame	Intermediate	NA	NA	NA	NA	N
18542	Napa County Animal Shelter	Napa	Intermediate	NA	NA	NA	NA	N
18552	Fresenius Medical Care North America	Pleasant Hill	Intermediate	NA	NA	NA	NA	Y
18553	Cupertino City Center Buildings	Cupertino	Intermediate	NA	NA	NA	NA	N
18582	Verizon Wireless (Hwy 1/Pescadero)	Pescadero	Intermediate	NA	NA	NA	NA	N
18585	Norfolk Atrium	San Mateo	Intermediate	NA	NA	NA	NA	N
18593	Healthpeak Properties Inc. c/o CB Richard Ellis Property Manager	South San Francisco	Intermediate	NA	NA	NA	NA	Y
18596	Concord Cascade	Pacheco	Intermediate	NA	NA	NA	NA	Y
18599	SRS Development	Walnut Creek	Intermediate	NA	NA	NA	NA	N
18610	Ion Media Networks	Daly City	Intermediate	NA	NA	NA	NA	N
18615	Verizon Wireless (Kings Estate)	Oakland	Intermediate	NA	NA	NA	NA	N
18616	Verizon Wireless (Morgan Hill East)	Morgan Hill	Intermediate	NA	NA	NA	NA	N
18628	Alameda County Public Works Agency	Oakland	Intermediate	NA	NA	NA	NA	Y
18637	California Water Service Company	Livermore	Intermediate	NA	NA	NA	NA	N
18638	California Water Service Company	Los Altos	Intermediate	NA	NA	NA	NA	N
18641	Color Folio Design	Emeryville	Intermediate	NA	NA	NA	NA	Y
18650	The Home Depot Store #0637	Fairfield	Intermediate	NA	NA	NA	NA	Y
18653	Copernicus Stables	Petaluma	Intermediate	NA	NA	NA	NA	N
18655	The Home Depot Store #1861	San Jose	Intermediate	NA	NA	NA	NA	N
18658	San Francisco Bay Bridge Toll Plaza	Oakland	Intermediate	2007	1.2	0	NA	Y
18660	Arterra Owners Association	San Francisco	Intermediate	NA	NA	NA	NA	N

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18670	Point Pillar Development LLC	Half Moon Bay	Intermediate	NA	NA	NA	NA	N
18716	Sand Hill Oak Partners	Menlo Park	Intermediate	NA	NA	NA	NA	N
18719	Verasa Napa Condominium Owner's Association, Inc	Napa	Intermediate	NA	NA	NA	NA	N
18735	B I M I D	Bethel Island	Intermediate	NA	NA	NA	NA	N
18741	Verizon Wireless -Byron	Folsom	Intermediate	NA	NA	NA	NA	N
18742	Verizon Wireless (Hamilton AFB)	Novato	Intermediate	NA	NA	NA	NA	N
18759	Deer Creek Pump Station,Purissima Hills Water Dist	Los Altos Hills	Intermediate	NA	NA	NA	NA	N
18762	Verizon Wireless / ENGLISH HILL	Sebastopol	Intermediate	NA	NA	NA	NA	N
18763	CPF 33 New LLC	San Francisco	Intermediate	NA	NA	NA	NA	N
18769	Jay Paul Company	Sunnyvale	Intermediate	2019	9.9	0.9	NA	N
18773	NBHQ LP	Fairfield	Intermediate	NA	NA	NA	NA	N
18779	Verizon Wireless(Napa)	Napa	Intermediate	NA	NA	NA	NA	N
18783	Park Bellevue Tower Condominium	Oakland	Intermediate	NA	NA	NA	NA	N
18792	Rosewood Hotel	Menlo Park	Intermediate	NA	NA	NA	NA	N
18806	BBK Holger Way, LLC	San Jose	Intermediate	NA	NA	NA	NA	N
18808	Verizon Wireless (Orwood Tract)	Brentwood	Intermediate	2008	4.1	0	NA	N
18809	Verizon Wireless (Glen Ellen)	Glen Ellen	Intermediate	NA	NA	NA	NA	N
18816	Etude Winery	Napa	Intermediate	NA	NA	NA	NA	N
18819	Stags Leap Winery	Napa	Intermediate	NA	NA	NA	NA	N
18822	Zone 7 Water Agency	Livermore	Intermediate	NA	NA	NA	NA	N
18830	Avalon Bay Communities	San Francisco	Intermediate	NA	NA	NA	NA	N
18832	SSCOP Properties LLC	Petaluma	Intermediate	NA	NA	NA	NA	N
18838	BP MV Research Park, LLC, c/o Boston Properties	Mountain View	Intermediate	NA	NA	NA	NA	N
18843	Judicial Council of California, JCC 01-D1	Hayward	Intermediate	NA	NA	NA	NA	N
18844	Childrens Recovery Center	Campbell	Intermediate	NA	NA	NA	NA	N
18877	South San Francisco Water Quality	South San Francisco	Intermediate	NA	NA	NA	NA	Y
18895	Bay Area Rapid Transit	Dublin	Intermediate	NA	NA	NA	NA	N
18905	Mare Island Outpatient Clinic	Vallejo	Intermediate	NA	NA	NA	NA	Y

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18908	City of Menlo Park	Menlo Park	Intermediate	NA	NA	NA	NA	N
18914	Vallejo Sanitation & Flood Control District	Vallejo	Intermediate	NA	NA	NA	NA	Y
18915	City of San Jose Municipal Water	San Jose	Intermediate	NA	NA	NA	NA	N
18916	City of San Jose Municipal Water	San Jose	Intermediate	NA	NA	NA	NA	N
18921	City of San Jose Municipal Water	San Jose	Intermediate	NA	NA	NA	NA	N
18922	City of San Jose Municipal Water	San Jose	Intermediate	NA	NA	NA	NA	N
18923	City of San Jose Municipal Water	San Jose	Intermediate	NA	NA	NA	NA	N
18934	Verizon Wireless (HWY 680/Bernal)	Pleasanton	Intermediate	NA	NA	NA	NA	N
18941	Verizon Wireless (Harbor View)	Martinez	Intermediate	NA	NA	NA	NA	N
18945	City of Fremont	Fremont	Intermediate	NA	NA	NA	NA	N
18956	Argenta	San Francisco	Intermediate	NA	NA	NA	NA	Y
18963	Hacienda Outpatient Surgery Center	Pleasanton	Intermediate	NA	NA	NA	NA	N
18971	UCSF/CPFM	San Francisco	Intermediate	2008	8.4	0.9	NA	N
18975	Lam Research Corporation	Livermore	Intermediate	NA	NA	NA	NA	N
18977	Hall Wines	Saint Helena	Intermediate	NA	NA	NA	NA	N
18979	Genomic Health, Inc	Redwood City	Intermediate	NA	NA	NA	NA	N
18981	Contra Costa Water District	Concord	Intermediate	NA	NA	NA	NA	Y
18984	ARE - San Francisco No 12 LLC	South San Francisco	Intermediate	NA	NA	NA	NA	Y
18985	Presentation Center, Los Gatos	Los Gatos	Intermediate	NA	NA	NA	NA	N
19005	Verizon Wireless	Sonoma	Intermediate	2008	2.1	0	NA	N
19012	Lowe's HIW, Inc	San Jose	Intermediate	NA	NA	NA	NA	Y
19024	TRI City Animal Shelter	Fremont	Intermediate	NA	NA	NA	NA	N
19025	City of Fremont Development	Fremont	Intermediate	2008	3.2	0	NA	N
19030	City of San Bruno	San Bruno	Intermediate	NA	NA	NA	NA	N
19035	Humane Society Silicon Valley	Milpitas	Intermediate	NA	NA	NA	NA	N
19040	Unchained Labs	Pleasanton	Intermediate	NA	NA	NA	NA	N
19068	Qualcomm	Santa Clara	Intermediate	NA	NA	NA	NA	N
19073	Alexandria Real Estate Equities	San Francisco	Intermediate	NA	NA	NA	NA	N

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19083	County of San Mateo	La Honda	Intermediate	NA	NA	NA	NA	N
19089	San Francisco Public Utilities Commission	San Francisco	Intermediate	NA	NA	NA	NA	N
19090	San Francisco Public Utilities Commission	San Francisco	Intermediate	2010	1	NA	NA	N
19092	San Francisco Public Utilities Commission	San Francisco	Intermediate	NA	NA	NA	NA	Y
19094	San Francisco Public Utilities Commission	San Francisco	Intermediate	NA	NA	NA	NA	N
19114	Verizon Wireless (Moraga)	Moraga	Intermediate	NA	NA	NA	NA	N
19118	Verizon Wireless (La Honda)	La Honda	Intermediate	NA	NA	NA	NA	N
19135	Kaiser Permanente	Napa	Intermediate	NA	NA	NA	NA	N
19147	City of Mill Valley	Mill Valley	Intermediate	NA	NA	NA	NA	N
19151	UCSF Benioff Children's Hospital Oakland	Walnut Creek	Intermediate	NA	NA	NA	NA	N
19153	Ritz-Carlton Club & Residences, San Francisco	San Francisco	Intermediate	NA	NA	NA	NA	N
19155	Telecare Corporation	Oakland	Intermediate	NA	NA	NA	NA	N
19156	North Bay Regional Surgery Ctr	Novato	Intermediate	NA	NA	NA	NA	N
19158	Ameresco Santa Clara LLC	Santa Clara	Intermediate	NA	NA	NA	NA	N
19164	Kindred Hospital	San Leandro	Intermediate	NA	NA	NA	NA	N
19170	North Coast County Water District	San Bruno	Intermediate	2008	3.1	0	NA	N
19179	MacroGenics West, Inc	South San Francisco	Intermediate	NA	NA	NA	NA	Y
19180	San Francisco Public Utilities Commission	San Francisco	Intermediate	NA	NA	NA	NA	Y
19213	Westin St Francis Hotel	San Francisco	Intermediate	NA	NA	NA	NA	Y
19215	Hudson Concourse, LLC	San Jose	Intermediate	NA	NA	NA	NA	N
19216	City of Novato	Novato	Intermediate	NA	NA	NA	NA	N
19227	Town of Los Gatos	Los Gatos	Intermediate	NA	NA	NA	NA	N
19231	City of Santa Rosa	Santa Rosa	Intermediate	NA	NA	NA	NA	N
19236	County of Marin	San Rafael	Intermediate	2008	9.2	0.01	NA	Y
19242	Verizon Wireless (Infinian Sears Point)	Sonoma	Intermediate	NA	NA	NA	NA	N
19248	Kistler Vineyards	Sebastopol	Intermediate	2008	5.6	0	NA	N
19263	City of San Jose Police Substation	San Jose	Intermediate	NA	NA	NA	NA	N
19270	City of Redwood City	Redwood City	Intermediate	NA	NA	NA	NA	N

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19281	State of California	Oakland	Intermediate	NA	NA	NA	NA	Y
19290	Verizon Wireless (Tomales)	Tomales	Intermediate	NA	NA	NA	NA	N
19294	RAR2-Stadium Tech Center 123, LL c/o JLL	Santa Clara	Intermediate	NA	NA	NA	NA	N
19301	East Contra Costa Fire District	Discovery Bay	Intermediate	NA	NA	NA	NA	N
19306	Verizon Wireless-Victoria Island	Discovery Bay	Intermediate	NA	NA	NA	NA	N
19310	Verizon Wireless(HWY 101 Bicentennial)	Folsom	Intermediate	NA	NA	NA	NA	N
19311	Verizon Wireless (Bennett Valley)	Santa Rosa	Intermediate	NA	NA	NA	NA	N
19316	Access Properties LLC	South San Francisco	Intermediate	NA	NA	NA	NA	Y
19317	ARM	San Jose	Intermediate	NA	NA	NA	NA	N
19325	Swissport Fueling, Inc	Oakland	Intermediate	2011	8.1	0.9	NA	Y
19330	ARE - East Jamie Court, LLC	San Francisco	Intermediate	2011	9.5	0.01	NA	Y
19334	Danisco US Inc	Palo Alto	Intermediate	NA	NA	NA	NA	N
19353	Hurricane Electric Internet Services	Fremont	Intermediate	NA	NA	NA	NA	N
19356	Abbott Cardiovascular Systems, Inc	Santa Clara	Intermediate	NA	NA	NA	NA	N
19357	Atlantic - San Jose	San Jose	Intermediate	NA	NA	NA	NA	N
19366	Comcast Sportsnet Bay Area	San Francisco	Intermediate	NA	NA	NA	NA	N
19369	Verizon Wireless (Napa Airport)	Napa	Intermediate	NA	NA	NA	NA	N
19376	County of Santa Clara-Valley HealthCenter/Milpitas	Milpitas	Intermediate	NA	NA	NA	NA	N
19378	McGuire & Hester	Oakland	Intermediate	NA	NA	NA	NA	Y
19379	Kaiser Permanente - Antioch Medical Center	Dublin	Intermediate	NA	NA	NA	NA	N
19388	Nordstrom Inc	San Jose	Intermediate	NA	NA	NA	NA	N
19405	Fairfield Fire Department - Station 37	Fairfield	Intermediate	2009	1	0	NA	Y
19442	Sequoia Union High School District	Atherton	Intermediate	2018	9.9	0.9	NA	N
19445	SFPUC	San Francisco	Intermediate	NA	NA	NA	NA	N
19453	UCSF / Oyster Point	South San Francisco	Intermediate	NA	NA	NA	NA	Y
19454	The Swig Company	San Francisco	Intermediate	NA	NA	NA	NA	N
19455	Verizon Wireless - Fulton Francisco	Fulton	Intermediate	NA	NA	NA	NA	N

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19465	RNM Properties	Petaluma	Intermediate	2004	3.6	NA	NA	N
19467	Lake Merritt Management, LLC	Oakland	Intermediate	NA	NA	NA	NA	Y
19471	Bay Area Rapid Transit	Dublin	Intermediate	NA	NA	NA	NA	N
19478	River Front Construction, LLC	Napa	Intermediate	NA	NA	NA	NA	N
19483	County of Marin	Novato	Intermediate	NA	NA	NA	NA	N
19498	Hundred Acre Wine Group	Calistoga	Intermediate	NA	NA	NA	NA	N
19503	100 California Street LLC c/o Cushman Wakefield	San Francisco	Intermediate	NA	NA	NA	NA	N
19504	City of Fremont	Fremont	Intermediate	NA	NA	NA	NA	N
19508	City of Antioch - Water Treatment Plant	Antioch	Intermediate	NA	NA	NA	NA	N
19512	City of Union City	Union City	Intermediate	NA	NA	NA	NA	N
19514	Oakland Center 21	Oakland	Intermediate	NA	NA	NA	NA	Y
19517	Solano County	Fairfield	Intermediate	NA	NA	NA	NA	Y
19518	Altamont Pump Station, Purissima Hills Water Dist	Los Altos Hills	Intermediate	NA	NA	NA	NA	N
19532	Coherent, Inc	Santa Clara	Intermediate	NA	NA	NA	NA	N
19535	Visa, Inc	Foster City	Intermediate	NA	NA	NA	NA	N
19546	Santa Rosa Jet Center, LLC	Santa Rosa	Intermediate	NA	NA	NA	NA	N
19548	San Leandro Senior Housing, Inc	San Leandro	Intermediate	NA	NA	NA	NA	N
19549	Napa Valley College	Napa	Intermediate	NA	NA	NA	NA	N
19550	Chabot Las Positas CC District	Livermore	Intermediate	2012	4.7	o	NA	N
19553	Thermo Fisher Scientific	Pleasanton	Intermediate	NA	NA	NA	NA	N
19560	Lowe's HIW, Inc	San Jose	Intermediate	NA	NA	NA	NA	N
19569	Contra Costa County Fire District	Pittsburg	Intermediate	NA	NA	NA	NA	Y
19570	Verizon Wireless (Hwy 1 & 84)	San Gregorio	Intermediate	NA	NA	NA	NA	N
19574	City of Mountain View	Mountain View	Intermediate	NA	NA	NA	NA	N
19578	1200 Concord LLC	Concord	Intermediate	NA	NA	NA	NA	Y
19580	Peralta Community Colleges District Admin Center	Oakland	Intermediate	NA	NA	NA	NA	Y
19584	Electric Power Research Institute	Palo Alto	Intermediate	NA	NA	NA	NA	N
19588	Lowe's HIW, Inc #2604	Concord	Intermediate	NA	NA	NA	NA	Y

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19589	Contra Costa County	Martinez	Intermediate	NA	NA	NA	NA	N
19590	Campbell HHG Hotel Development L P	Campbell	Intermediate	NA	NA	NA	NA	N
19593	Judicial Council of CA - Admin Office of the Court	Martinez	Intermediate	NA	NA	NA	NA	N
19600	City of Union City	Union City	Intermediate	NA	NA	NA	NA	N
19604	Judicial Council of California, JCC 38-A1	San Francisco	Intermediate	NA	NA	NA	NA	N
19605	El Camino Hospital - Los Gatos	Los Gatos	Intermediate	NA	NA	NA	NA	N
19610	Verizon Wireless (MFoxworthy)	San Jose	Intermediate	NA	NA	NA	NA	N
19611	County of Marin, Nicasio Yard	Nicasio	Intermediate	NA	NA	NA	NA	N
19614	Trinity Properties	San Francisco	Intermediate	NA	NA	NA	NA	Y
19616	Verizon Wireless (Bushy Creek)	Byron	Intermediate	NA	NA	NA	NA	N
19629	Revance Therapeutics Inc	Newark	Intermediate	NA	NA	NA	NA	N
19633	The Terraces of Los Gatos	Los Gatos	Intermediate	NA	NA	NA	NA	N
19637	Verizon Wireless Hwy 12/Fulton	Folsom	Intermediate	NA	NA	NA	NA	N
19643	AMR West Burlingame	Burlingame	Intermediate	NA	NA	NA	NA	N
19645	Bio-Rad Laboratories	Richmond	Intermediate	NA	NA	NA	NA	Y
19647	City of Suisun City	Suisun City	Intermediate	NA	NA	NA	NA	N
19655	SFPUC - SCVWD Intertie Pump Station	Millbrae	Intermediate	NA	NA	NA	NA	N
19670	The Meadows of Napa Valley	Napa	Intermediate	2017	6.8	0	NA	N
19672	AEI Consultants	Lafayette	Intermediate	NA	NA	NA	NA	N
19673	Verizon Wireless(Jameson Canyon)	Suisun City	Intermediate	2009	1.4	0	NA	N
19675	City of Belmont	Belmont	Intermediate	NA	NA	NA	NA	N
19676	KR Terra Bella, LLC	Mountain View	Intermediate	NA	NA	NA	NA	N
19679	Anand Medical Office	Benicia	Intermediate	NA	NA	NA	NA	N
19681	Informatica, LLC	Redwood City	Intermediate	NA	NA	NA	NA	N
19699	Tamalpais Union High School District (Redwood HS)	Larkspur	Intermediate	NA	NA	NA	NA	N
19702	Wind River Systems, Inc	Alameda	Intermediate	NA	NA	NA	NA	N
19716	City of San Jose Fire Station # 2 /Accts Payable	San Jose	Intermediate	2009	5.8	0	NA	N
19722	Scale AI Headquarters	San Francisco	Intermediate	NA	NA	NA	NA	N

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19728	Verizon Wierless (Almaden Valley South)	San Jose	Intermediate	NA	NA	NA	NA	N
19737	Avalon Bay Communities, Inc	Walnut Creek	Intermediate	NA	NA	NA	NA	N
19741	Nordstrom, Inc	Walnut Creek	Intermediate	NA	NA	NA	NA	N
19749	Brannan Owners Association	San Francisco	Intermediate	NA	NA	NA	NA	N
19758	6oSOMA Fee Owner CA,LLC c/o Harvest Properties	San Jose	Intermediate	NA	NA	NA	NA	N
19763	The Town of Los Gatos	Los Gatos	Intermediate	NA	NA	NA	NA	N
19766	County of Marin, Woodacre Fire	San Rafael	Intermediate	NA	NA	NA	NA	N
19767	Contra Costa County Firestation#83	Antioch	Intermediate	NA	NA	NA	NA	Y
19770	City of San Bruno	San Bruno	Intermediate	NA	NA	NA	NA	N
19788	Fourth Street Apartments	San Jose	Intermediate	NA	NA	NA	NA	N
19794	San Jose Water Company	San Jose	Intermediate	NA	NA	NA	NA	N
19795	San Jose Water Company	Saratoga	Intermediate	NA	NA	NA	NA	N
19796	San Jose Water Company	San Jose	Intermediate	NA	NA	NA	NA	N
19798	Fremont Surgery Center	Fremont	Intermediate	NA	NA	NA	NA	N
19799	San Jose Water Company	San Jose	Intermediate	NA	NA	NA	NA	N
19801	San Jose Water Company	Los Gatos	Intermediate	NA	NA	NA	NA	N
19805	SJW Vickery Av Station	Saratoga	Intermediate	2020	9.9	0	NA	N
19813	City of Sebastopol (Sewer Pump Station)	Sebastopol	Intermediate	NA	NA	NA	NA	N
19814	City of Sebastopol (Police Station)	Sebastopol	Intermediate	NA	NA	NA	NA	N
19817	County of Marin, MER, Bolinas	Bolinas	Intermediate	2008	0.9	0	NA	N
19818	Golden Gate Way LLC	Lafayette	Intermediate	NA	NA	NA	NA	N
19827	County of Solano	Vallejo	Intermediate	NA	NA	NA	NA	Y
19834	City of Daly City	Daly City	Intermediate	NA	NA	NA	NA	N
19836	City of Daly City	Daly City	Intermediate	NA	NA	NA	NA	N
19837	City of Daly City	Daly City	Intermediate	NA	NA	NA	NA	N
19851	Judicial Council of California,JCC 28-A1	Napa	Intermediate	NA	NA	NA	NA	N
19856	ON Semiconductor Inc	Santa Clara	Intermediate	NA	NA	NA	NA	N
19859	Ygnacio Center Owner LLC	Walnut Creek	Intermediate	NA	NA	NA	NA	N

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19875	Verizon Wireless (WILLIAMS & DAFFODIL)	San Jose	Intermediate	NA	NA	NA	NA	N
19893	Costco Wholesale #1042	Redwood City	Intermediate	NA	NA	NA	NA	Y
19899	Pearl Investment Co, LLC	Livermore	Intermediate	NA	NA	NA	NA	N
19906	ARE San Francisco No 19, LLC	San Francisco	Intermediate	NA	NA	NA	NA	N
19910	Nihonmachi Terrace	San Francisco	Intermediate	NA	NA	NA	NA	N
19912	Bayside Acquisitions, LLC	South San Francisco	Intermediate	NA	NA	NA	NA	Y
19913	Lowe's HIW, Inc	San Francisco	Intermediate	NA	NA	NA	NA	Y
19938	3832 Bay Center Place	Hayward	Intermediate	NA	NA	NA	NA	Y
19950	Santa Clara County Fire Dept	Cupertino	Intermediate	NA	NA	NA	NA	N
19951	Santa Clara County Fire Dept	Los Gatos	Intermediate	NA	NA	NA	NA	N
19953	Santa Clara County Fire Dept	Los Gatos	Intermediate	2022	1.9	0	NA	N
19954	Santa Clara County Fire Dept	Los Gatos	Intermediate	NA	NA	NA	NA	N
19955	Santa Clara County Fire Dept	Cupertino	Intermediate	NA	NA	NA	NA	N
19963	Santa Clara County Fire Dept	Los Altos Hills	Intermediate	NA	NA	NA	NA	N
19971	Essex Portfolio LLC DBA The Grand Apartments	Oakland	Intermediate	NA	NA	NA	NA	Y
19982	Waddell Residence	Half Moon Bay	Intermediate	NA	NA	NA	NA	N
19987	Ceatrice Polite Apts	San Francisco	Intermediate	NA	NA	NA	NA	Y
19989	Knox SRO	San Francisco	Intermediate	NA	NA	NA	NA	Y
19990	Wolf House	San Francisco	Intermediate	NA	NA	NA	NA	Y
19991	Leland Apartments	San Francisco	Intermediate	NA	NA	NA	NA	Y
19993	American Canyon Fire Protection District	American Canyon	Intermediate	NA	NA	NA	NA	N
19995	Manzana Products Company, Inc	Sebastopol	Intermediate	NA	NA	NA	NA	N
20000	City of Fremont	Fremont	Intermediate	NA	NA	NA	NA	N
20015	Qualawash Holdings LLC	South Gate	Intermediate	NA	NA	NA	NA	Y
20023	Sunset Retoria	San Francisco	Intermediate	2010	3.4	0.31	0.75	N
20025	Lede Residence	Yountville	Intermediate	NA	NA	NA	NA	N
20026	Tesla Motors, Inc	Palo Alto	Intermediate	NA	NA	NA	NA	N
20032	Frank-Lin Distillers	Fairfield	Intermediate	NA	NA	NA	NA	N

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20038	Wine Country Cellars	Windsor	Intermediate	NA	NA	NA	NA	N
20039	Atria Senior Living Group	Novato	Intermediate	NA	NA	NA	NA	N
20042	City of Santa Rosa	Santa Rosa	Intermediate	NA	NA	NA	NA	N
20044	City of Santa Rosa	Santa Rosa	Intermediate	NA	NA	NA	NA	N
20056	The Doctors Company	Napa	Intermediate	NA	NA	NA	NA	N
20067	Contra Costa County Fire Protection District	Walnut Creek	Intermediate	NA	NA	NA	NA	N
20068	Contra Costa County Fire Protection District	Lafayette	Intermediate	NA	NA	NA	NA	N
20071	Harvest Properties Parkside Towers c/o TR Parkside	Foster City	Intermediate	NA	NA	NA	NA	N
20077	RREEF America REIT II Corp, RRR	San Francisco	Intermediate	NA	NA	NA	NA	N
20078	Lowe's HIW, Inc	Vallejo	Intermediate	NA	NA	NA	NA	N
20098	Kaiser Permanente	Pleasanton	Intermediate	NA	NA	NA	NA	N
20114	One Hawthorne Owners Association	San Francisco	Intermediate	NA	NA	NA	NA	N
20118	Hyatt Regency San Francisco	San Francisco	Intermediate	NA	NA	NA	NA	N
20147	Contra Costa Water District	Clayton	Intermediate	NA	NA	NA	NA	N
20162	HWA 555 Owners, LLC	San Francisco	Intermediate	NA	NA	NA	NA	N
20171	SFBART District (Laney College)	Oakland	Intermediate	NA	NA	NA	NA	Y
20172	Pacific Fertility Center	San Francisco	Intermediate	NA	NA	NA	NA	N
20179	Siemens Industry Software Inc.	Fremont	Intermediate	NA	NA	NA	NA	N
20196	CPF B Tenant, LLC/Cavallo Point Lodge	Sausalito	Intermediate	2010	0.94	0	NA	N
20198	The Point At Rockridge	Oakland	Intermediate	NA	NA	NA	NA	N
20206	Heffernan Insurance Brokers	Walnut Creek	Intermediate	NA	NA	NA	NA	N
20208	Coastside County Water District	Half Moon Bay	Intermediate	2010	9.9	0.9	NA	N
20209	Coastside County Water District	Half Moon Bay	Intermediate	NA	NA	NA	NA	N
20233	488 Almaden Owner LLC	San Jose	Intermediate	2007	2	0	NA	N
20236	Biotech Gateway - HCP c/o CBRE	South San Francisco	Intermediate	NA	NA	NA	NA	Y
20248	SOF-XI WFO Harrison Owner, LLC c/o Cushman Wakefield	Oakland	Intermediate	2016	9.7	0.01	NA	Y
20249	Vallejo Sanitation & Flood Control Dist	Vallejo	Intermediate	2010	9.99	0.01	NA	Y

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20256	Digital Realty	Santa Clara	Intermediate	NA	NA	NA	NA	N
20258	Contra Costa Community College District	Martinez	Intermediate	NA	NA	NA	NA	N
20260	Atria Senior Living Group, Inc	Walnut Creek	Intermediate	NA	NA	NA	NA	N
20263	City of Hayward	Hayward	Intermediate	NA	NA	NA	NA	N
20266	First Solar, Inc	Santa Clara	Intermediate	NA	NA	NA	NA	N
20278	Solano County Facilities	Vallejo	Intermediate	NA	NA	NA	NA	Y
20283	Harbor Bay NLA LLC	Alameda	Intermediate	NA	NA	NA	NA	N
20286	Palo Alto Unified School Distric	Palo Alto	Intermediate	2016	9.9	0	NA	N
20299	Alameda County Office of Education	Hayward	Intermediate	NA	NA	NA	NA	N
20300	Neiman Marcus	Walnut Creek	Intermediate	NA	NA	NA	NA	N
20319	New Cingular Wireless, PCS, LLC dba AT&T Mobility	Los Gatos	Intermediate	NA	NA	NA	NA	N
20324	Judicial Council of California, CC 43-B2	San Jose	Intermediate	2002	9.9	0.9	NA	N
20325	Judicial Council of California, JCC 43-D1	Palo Alto	Intermediate	NA	NA	NA	NA	N
20326	Digital Realty	Santa Clara	Intermediate	NA	NA	NA	NA	N
20330	Olam West Coast Inc	Gilroy	Intermediate	NA	NA	NA	NA	Y
20333	Danville Sq Shopping Cntr/Risk-Based Decisions In	Danville	Intermediate	NA	NA	NA	NA	N
20352	Edgemoor McCarthy Cook Partners	San Francisco	Intermediate	NA	NA	NA	NA	N
20383	Baywood Court Retirement Facility	Castro Valley	Intermediate	NA	NA	NA	NA	N
20394	The Hillshire Brands Co a subsidiary of Tyson Food	San Lorenzo	Intermediate	NA	NA	NA	NA	N
20398	Illumina, Inc	Hayward	Intermediate	NA	NA	NA	NA	Y
20407	East Bay Tire Company	Fairfield	Intermediate	NA	NA	NA	NA	N
20437	100 Van Ness Association,LLC	San Francisco	Intermediate	NA	NA	NA	NA	Y
20441	Alexandria Real Estate Equities, Inc	South San Francisco	Intermediate	NA	NA	NA	NA	Y
20445	Walmart #2048	Lenexa	Intermediate	NA	NA	NA	NA	N
20446	General Services Administration	San Francisco	Intermediate	NA	NA	NA	NA	Y
20450	Bellarmino College Preparatory	San Jose	Intermediate	NA	NA	NA	NA	N
20458	Seecon Financial	Concord	Intermediate	NA	NA	NA	NA	Y
20463	188 Spear Street LLC	San Francisco	Intermediate	NA	NA	NA	NA	N

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20464	Verizon Wireless "San Rafael"	Folsom	Intermediate	NA	NA	NA	NA	N
20478	Gramercy on the Park Condos	San Mateo	Intermediate	NA	NA	NA	NA	N
20486	400 Howard Street	San Francisco	Intermediate	NA	NA	NA	NA	N
20501	Villa Siena	Mountain View	Intermediate	NA	NA	NA	NA	N
20503	Las Gallinas Valley Sanitary District	San Rafael	Intermediate	NA	NA	NA	NA	N
20509	City of Petaluma	Petaluma	Intermediate	NA	NA	NA	NA	N
20518	City of Novato	Novato	Intermediate	NA	NA	NA	NA	N
20527	Oakland Unified School District	Oakland	Intermediate	NA	NA	NA	NA	Y
20537	Department of Transportation	Oakland	Intermediate	2010	9.8	0	NA	Y
20541	Columbus	Hayward	Intermediate	NA	NA	NA	NA	N
20552	SF Police Crime Lab	San Francisco	Intermediate	NA	NA	NA	NA	Y
20558	City of Brisbane	Brisbane	Intermediate	NA	NA	NA	NA	N
20559	City of Brisbane	Brisbane	Intermediate	NA	NA	NA	NA	N
20561	City of Brisbane	Brisbane	Intermediate	NA	NA	NA	NA	N
20574	Digital Realty	Santa Clara	Intermediate	2014	9.99	0.01	NA	N
20582	Nxedge San Carlos	San Carlos	Intermediate	NA	NA	NA	NA	N
20603	Christopher Ranch LLC	Gilroy	Intermediate	NA	NA	NA	NA	Y
20604	Dodge & Cox	San Ramon	Intermediate	NA	NA	NA	NA	N
20611	EQUINIX-SV8	Palo Alto	Intermediate	2014	9.2	0.01	NA	N
20620	131 Steuart St Foundation	San Francisco	Intermediate	NA	NA	NA	NA	N
20628	Mission Bay Stormwater Pump Station #6	San Francisco	Intermediate	NA	NA	NA	NA	N
20632	Verizon Wireless (Hwy 680 and Mission)	Fremont	Intermediate	NA	NA	NA	NA	N
20638	Boehringer Ingelheim Fremont Inc	Fremont	Intermediate	NA	NA	NA	NA	N
20639	Sonoma County Water Agency	Santa Rosa	Intermediate	NA	NA	NA	NA	N
20641	Verizon Wireless Niles Canyon	Folsom	Intermediate	NA	NA	NA	NA	N
20644	Buck Institute for Age Research	Novato	Intermediate	NA	NA	NA	NA	N
20645	Judicial Council of California, JCC 07-E3	Burbank	Intermediate	NA	NA	NA	NA	Y
20656	City Of Brentwood	Brentwood	Intermediate	2020	1.7	0	NA	N

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20663	City of Cupertino	Cupertino	Intermediate	2012	1	NA	NA	N
20669	San Francisco BART District (BART) R6o	Oakland	Intermediate	NA	NA	NA	NA	Y
20675	Apple Inc. DBA Apple City Center 05	Cupertino	Intermediate	2011	9.4	NA	NA	N
20681	Intermolecular Inc	San Jose	Intermediate	NA	NA	NA	NA	N
20683	170 Off Third Owners Association	San Francisco	Intermediate	NA	NA	NA	NA	N
20701	Verizon Wireless (Morgan Territory Road)	Folsom	Intermediate	NA	NA	NA	NA	N
20703	Bay Area Rapid Tranist Dist (BART)	Oakland	Intermediate	NA	NA	NA	NA	Y
20709	The Fillmore Center Commercial	San Francisco	Intermediate	NA	NA	NA	NA	N
20714	PMI Plaza LLC	Walnut Creek	Intermediate	2007	8.1	o	NA	N
20719	Electronic Arts, Inc	Redwood City	Intermediate	NA	NA	NA	NA	N
20723	National Park Service - Golden Gate National Rec	San Francisco	Intermediate	NA	NA	NA	NA	N
20724	FEMA Region 9	Oakland	Intermediate	NA	NA	NA	NA	Y
20726	Laseter Family Winery	Glen Ellen	Intermediate	NA	NA	NA	NA	N
20734	County of Marin, Pt Reyes Fire	Point Reyes Station	Intermediate	NA	NA	NA	NA	N
20740	TIBCO Software, Inc	Palo Alto	Intermediate	NA	NA	NA	NA	N
20744	Trans Bay Cable LLC	Pittsburg	Intermediate	NA	NA	NA	NA	Y
20746	Walmart #1972	Lenexa	Intermediate	NA	NA	NA	NA	N
20751	New Cingular Wireless dba AT&T Mobility	Placerville	Intermediate	NA	NA	NA	NA	N
20756	Hudson 1455 Market LLC	San Francisco	Intermediate	NA	NA	NA	NA	Y
20769	Google LLC	Mountain View	Intermediate	NA	NA	NA	NA	N
20774	Sutter Square Holdings LLC	Concord	Intermediate	NA	NA	NA	NA	N
20788	City of Morgan Hill (E Dunne Booster)	Morgan Hill	Intermediate	NA	NA	NA	NA	N
20789	WestRock CP, LLC	Milpitas	Intermediate	NA	NA	NA	NA	N
20798	San Jose Fire Department Station #24	San Jose	Intermediate	NA	NA	NA	NA	N
20808	VMware	Palo Alto	Intermediate	NA	NA	NA	NA	N
20809	Zone 7 Water Agency	Livermore	Intermediate	NA	NA	NA	NA	N
20817	Ardelyx Inc	Fremont	Intermediate	NA	NA	NA	NA	N
20825	Moffett Field Commissary/DeCA	Mountain View	Intermediate	NA	NA	NA	NA	N

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20827	Honorway Investment Corporation	San Francisco	Intermediate	NA	NA	NA	NA	N
20829	Ensign Sonoma Healthcare Center	Sonoma	Intermediate	NA	NA	NA	NA	N
20839	Twin Cities Police Department	Larkspur	Intermediate	NA	NA	NA	NA	N
20858	Verizon Wireless (HWY 1 North Pacifica)	Folsom	Intermediate	NA	NA	NA	NA	N
20859	Verizon Wireless (San Felipe Lake)	Folsom	Intermediate	NA	NA	NA	NA	N
20861	Judicial Council of California, JCC 43-N1	Morgan Hill	Intermediate	NA	NA	NA	NA	Y
20872	City of Fairfield	Fairfield	Intermediate	NA	NA	NA	NA	N
20877	Foley Family Wines Inc dba Chalk Hill Winery	Healdsburg	Intermediate	NA	NA	NA	NA	N
20879	ABS-CBN International	Redwood City	Intermediate	NA	NA	NA	NA	N
20885	Casino M8trix	San Jose	Intermediate	2011	9.9	NA	NA	N
20887	The Villages Golf & Country Club	San Jose	Intermediate	NA	NA	NA	NA	N
20920	Verizon Wireless (West Santa Rosa)	Folsom	Intermediate	NA	NA	NA	NA	N
20937	Golden Living Center - Napa	Napa	Intermediate	NA	NA	NA	NA	N
20939	ARE - San Francisco No 43, LLC	San Francisco	Intermediate	NA	NA	NA	NA	N
20942	Exploratorium	San Francisco	Intermediate	NA	NA	NA	NA	N
20947	Post Montgomery Associates	San Francisco	Intermediate	NA	NA	NA	NA	N
20968	Guardant Health Inc.	Redwood City	Intermediate	2019	9.9	0.9	NA	N
20971	City of Berkeley Fire Station #5	Berkeley	Intermediate	NA	NA	NA	NA	N
20980	Central Contra Costa Sanitary District	Martinez	Intermediate	NA	NA	NA	NA	N
20982	SRI Nine Market Square LLC c/o Shorenstein Realty	San Francisco	Intermediate	NA	NA	NA	NA	Y
20983	Presidio Surgery Center	San Francisco	Intermediate	NA	NA	NA	NA	N
20985	Sunny View Retirement Community	Cupertino	Intermediate	2019	6.6	0	NA	N
21001	Nanosyn Inc	Santa Clara	Intermediate	NA	NA	NA	NA	N
21003	GLL BIT Fremont Street Partners, L P	San Francisco	Intermediate	NA	NA	NA	NA	N
21004	Level 3 Communications	Hayward	Intermediate	NA	NA	NA	NA	Y
21008	NeuroPace	Mountain View	Intermediate	NA	NA	NA	NA	N
21009	CBRE	Walnut Creek	Intermediate	NA	NA	NA	NA	N
21025	Monolithic Power Systems, Inc	San Jose	Intermediate	NA	NA	NA	NA	N

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21029	Pacific Renaissance Plaza	Oakland	Intermediate	NA	NA	NA	NA	Y
21033	San Mateo Community College District	Redwood City	Intermediate	NA	NA	NA	NA	N
21036	701 Gateway Center, LLC	South San Francisco	Intermediate	NA	NA	NA	NA	Y
21054	City of Berkeley Public Safety Building	Berkeley	Intermediate	NA	NA	NA	NA	N
21077	SPF China Basin Holdings LLC	San Francisco	Intermediate	NA	NA	NA	NA	N
21078	Stanford University Medical Center	Redwood City	Intermediate	NA	NA	NA	NA	N
21079	Academy of Art University	San Francisco	Intermediate	NA	NA	NA	NA	N
21081	Crow Canyon Medical Center	Danville	Intermediate	NA	NA	NA	NA	N
21095	San Francisco Municipal Transportation Agency	San Francisco	Intermediate	NA	NA	NA	NA	N
21104	Stanford University Data Center	Palo Alto	Intermediate	NA	NA	NA	NA	N
21105	California Water Service Company	San Jose	Intermediate	NA	NA	NA	NA	N
21109	City of Berkeley - Corporation Yard	Berkeley	Intermediate	NA	NA	NA	NA	N
21121	Swords to Plowshares	San Francisco	Intermediate	NA	NA	NA	NA	Y
21130	US Postal Service - Building Maintenance	Oakland	Intermediate	NA	NA	NA	NA	Y
21134	Speiker Keech Investments c/o Embarcadero Realty	Pleasanton	Intermediate	NA	NA	NA	NA	N
21150	SFO Fuel Co, LLC	San Francisco	Intermediate	NA	NA	NA	NA	N
21157	GC Net Lease San Carlos Investors, LLC c/o Transwestern	Santa Clara	Intermediate	NA	NA	NA	NA	Y
21160	Caltrans-Caldecott Tunnel Orinda	Orinda	Intermediate	NA	NA	NA	NA	N
21161	San Jose Water Company-Fleming Station	San Jose	Intermediate	NA	NA	NA	NA	N
21167	San Jose Water Company-Columbine Station	San Jose	Intermediate	NA	NA	NA	NA	N
21170	Alexandria Real Estate Eq , Inc	San Francisco	Intermediate	2018	1.7	0	NA	Y
21200	Tesoro Refining & Marketing Company, LLC	Martinez	Intermediate	NA	NA	NA	NA	Y
21211	City of Hayward Fire Department	Hayward	Intermediate	NA	NA	NA	NA	N
21219	San Rafael Sanitation District	San Rafael	Intermediate	NA	NA	NA	NA	Y
21220	Verizon Wireless (McDonald Ave)	Folsom	Intermediate	NA	NA	NA	NA	Y
21225	Exabeam	Foster City	Intermediate	NA	NA	NA	NA	N
21227	Phillips 66 Company	Richmond	Intermediate	NA	NA	NA	NA	Y

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21231	IMCO Parking, LLC	San Francisco	Intermediate	NA	NA	NA	NA	N
21248	San Rafael Sanitation District	San Rafael	Intermediate	NA	NA	NA	NA	N
21251	1080 Sutter Owners Association c/o Action Property Mngmt	San Francisco	Intermediate	2012	8.8	0	NA	N
21267	Fremont Hospital	Fremont	Intermediate	NA	NA	NA	NA	N
21268	City of Millbrae - Utilities & Operations	Millbrae	Intermediate	NA	NA	NA	NA	N
21270	Judicial Council of California, JCC 48-A3	Burbank	Intermediate	NA	NA	NA	NA	Y
21287	Merck Sharp & Dohme Corp	Palo Alto	Intermediate	NA	NA	NA	NA	N
21293	Pacific Gas and Electric Company	San Francisco	Intermediate	NA	NA	NA	NA	N
21295	California Hotel	Oakland	Intermediate	2012	2.9	0	NA	Y
21297	Apple	Cupertino	Intermediate	NA	NA	NA	NA	N
21299	San Jose Water Company Chablis Circle Station	San Jose	Intermediate	NA	NA	NA	NA	N
21305	San Francisco Youth Authority	San Francisco	Intermediate	NA	NA	NA	NA	N
21310	West Bay Sanitary District	Menlo Park	Intermediate	NA	NA	NA	NA	N
21312	West Bay Sanitary District	Menlo Park	Intermediate	NA	NA	NA	NA	Y
21315	Opera Plaza	San Francisco	Intermediate	NA	NA	NA	NA	N
21323	State Bar of California	San Francisco	Intermediate	NA	NA	NA	NA	N
21325	Marin Municipal Water District	Fairfax	Intermediate	NA	NA	NA	NA	N
21345	Calfox, Inc	San Francisco	Intermediate	NA	NA	NA	NA	N
21354	Academy of Art University	San Francisco	Intermediate	NA	NA	NA	NA	Y
21361	University of the Pacific	San Francisco	Intermediate	2006	9.5	0.01	NA	Y
21363	BioMarin Pharmaceutical Inc	Novato	Intermediate	NA	NA	NA	NA	N
21364	FHF I Montgomery, LLC	San Francisco	Intermediate	NA	NA	NA	NA	N
21366	Pier 39	San Francisco	Intermediate	NA	NA	NA	NA	N
21369	TransitAmerica Services, Inc	San Jose	Intermediate	NA	NA	NA	NA	N
21384	Stifel Nicolaus	San Francisco	Intermediate	NA	NA	NA	NA	N
21385	One Embarcadero South Home Owners Assn	San Francisco	Intermediate	NA	NA	NA	NA	N
21389	Fox Television Stations, Inc on behalf of KICU	Fremont	Intermediate	NA	NA	NA	NA	N
21403	750 Battery Street Corporation	San Francisco	Intermediate	NA	NA	NA	NA	N

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21405	Kilroy Realty Finance Partnership,L P	San Francisco	Intermediate	NA	NA	NA	NA	N
21410	San Francisco Bar Pilots	San Francisco	Intermediate	NA	NA	NA	NA	N
21411	Cushman & Wakefield at NortonLifeLock	Mountain View	Intermediate	NA	NA	NA	NA	N
21418	City of Berkeley Civic Center	Berkeley	Intermediate	NA	NA	NA	NA	N
21420	City of Berkeley Fire Station #6	Berkeley	Intermediate	NA	NA	NA	NA	N
21421	San Luis & Delta Mendota Water Authority (SLDMWA)	Livermore	Intermediate	2012	4.8	o	NA	N
21422	City of Fremont Fire Station #9	Fremont	Intermediate	NA	NA	NA	NA	N
21423	City of Fremont-Fire Station #10	Fremont	Intermediate	NA	NA	NA	NA	N
21424	City of Fremont-Fire Station #4	Fremont	Intermediate	NA	NA	NA	NA	N
21426	Franciscan Vineyards Inc. dba Quarry Winery	Sonoma	Intermediate	NA	NA	NA	NA	N
21436	Ghirardelli Square	San Francisco	Intermediate	2023	9.9	o	NA	N
21443	Tower 737 Condominium Rentals	San Francisco	Intermediate	NA	NA	NA	NA	Y
21455	350 California	San Francisco	Intermediate	NA	NA	NA	NA	N
21459	Specialized Bicycles Components, Inc	Morgan Hill	Intermediate	NA	NA	NA	NA	Y
21472	Folsom-Hawthorne LLC/Boston Properties LP	San Francisco	Intermediate	NA	NA	NA	NA	N
21477	90 New Montgomery Partners, LP	San Francisco	Intermediate	NA	NA	NA	NA	N
21492	350-380 Ellis Street	Mountain View	Intermediate	NA	NA	NA	NA	N
21498	East Bay Regional Communications System Authority	Moraga	Intermediate	NA	NA	NA	NA	N
21500	Pacific Service Credit Union	Concord	Intermediate	NA	NA	NA	NA	N
21502	101 Lombard Condominiums	San Francisco	Intermediate	NA	NA	NA	NA	N
21505	Marin Municipal Water District	Corte Madera	Intermediate	NA	NA	NA	NA	N
21506	TIAA c/o CAC Real Estate Management Co, Inc	San Francisco	Intermediate	NA	NA	NA	NA	N
21510	Calfox, Inc	San Francisco	Intermediate	NA	NA	NA	NA	N
21511	Pacific Resources Stevenson, Inc	San Francisco	Intermediate	NA	NA	NA	NA	N
21513	County of Alameda	Hayward	Intermediate	NA	NA	NA	NA	Y
21519	Alameda County Water District	Fremont	Intermediate	2012	9.9	NA	NA	N
21524	Pell Development Company	San Francisco	Intermediate	NA	NA	NA	NA	N
21533	East Bay Regional Communications System Authority	Oakland	Intermediate	NA	NA	NA	NA	N

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21537	Wells Fargo Bank c/o Jones Lang LaSalle	San Leandro	Intermediate	NA	NA	NA	NA	Y
21540	100 Bush Corporation	San Francisco	Intermediate	NA	NA	NA	NA	N
21568	Hilton San Francisco Financial District	San Francisco	Intermediate	NA	NA	NA	NA	N
21577	Fox Plaza Owners Association	San Francisco	Intermediate	NA	NA	NA	NA	Y
21581	Property California SCJLW One Corp	Walnut Creek	Intermediate	NA	NA	NA	NA	N
21591	Zabor Corporation	San Francisco	Intermediate	NA	NA	NA	NA	Y
21597	BayCrest Towers (HOA)	San Francisco	Intermediate	NA	NA	NA	NA	N
21600	The Sobrato Organization, LLC	San Francisco	Intermediate	NA	NA	NA	NA	N
21602	EB Regional Communications Sys Authority	Walnut Creek	Intermediate	NA	NA	NA	NA	N
21606	Trinity Properties	San Francisco	Intermediate	NA	NA	NA	NA	Y
21611	City & County of San Francisco Real Estate Divisio	San Francisco	Intermediate	NA	NA	NA	NA	Y
21616	Market Delores LLC	San Francisco	Intermediate	NA	NA	NA	NA	N
21620	San Francisco Marriott (Union Square)	San Francisco	Intermediate	NA	NA	NA	NA	N
21622	JW Marriott	San Francisco	Intermediate	NA	NA	NA	NA	N
21623	VY Bush Street Investors Delaware, LLC	San Francisco	Intermediate	NA	NA	NA	NA	N
21658	Jones Lang LaSalle	San Francisco	Intermediate	NA	NA	NA	NA	N
21660	Action Property Management	San Francisco	Intermediate	NA	NA	NA	NA	N
21662	Nordstrom, Inc	San Francisco	Intermediate	NA	NA	NA	NA	Y
21663	Sony Interactive Entertainment LLC	San Mateo	Intermediate	NA	NA	NA	NA	N
21667	San Jose Water Company-Taylor Service Center	San Jose	Intermediate	NA	NA	NA	NA	N
21668	IDEC Corporation	Sunnyvale	Intermediate	NA	NA	NA	NA	N
21677	City of Santa Clara	Santa Clara	Intermediate	NA	NA	NA	NA	N
21686	Harrison Fremont LLC	San Francisco	Intermediate	NA	NA	NA	NA	N
21689	Biorichland LLC	Richmond	Intermediate	NA	NA	NA	NA	Y
21696	Los Medanos College	Pittsburg	Intermediate	NA	NA	NA	NA	Y
21706	W Hotel San Francisco	San Francisco	Intermediate	NA	NA	NA	NA	Y
21711	Harsch Investment Realty, LLC	San Francisco	Intermediate	NA	NA	NA	NA	N
21717	Sacred Heart Cathedral Preparatory	San Francisco	Intermediate	NA	NA	NA	NA	N

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21723	City and County of San Francisco Police	San Francisco	Intermediate	NA	NA	NA	NA	N
21730	City & County of San Francisco Police Dept	San Francisco	Intermediate	NA	NA	NA	NA	Y
21734	Eastern Park Apartments	San Francisco	Intermediate	NA	NA	NA	NA	N
21738	Hearst Communications	San Francisco	Intermediate	NA	NA	NA	NA	Y
21767	Shoei Electronic Materials, Inc	Milpitas	Intermediate	NA	NA	NA	NA	N
21777	Seagate Technology LLC	Fremont	Intermediate	NA	NA	NA	NA	N
21784	Kilroy Realty, LP	San Francisco	Intermediate	NA	NA	NA	NA	N
21788	Fireman's Fund Insurance Company	Novato	Intermediate	NA	NA	NA	NA	N
21793	Pacific Gas & Electric Company	San Ramon	Intermediate	NA	NA	NA	NA	N
21800	California Resources Production Corp	Yuba City	Intermediate	NA	NA	NA	NA	Y
21802	California Resources Production Corp	Yuba City	Intermediate	NA	NA	NA	NA	Y
21804	Diablo Water District	Oakley	Intermediate	NA	NA	NA	NA	N
21806	Whole Foods Distribution Center	Richmond	Intermediate	NA	NA	NA	NA	Y
21814	The Clorox Company	Pleasanton	Intermediate	NA	NA	NA	NA	N
21826	Sutro BioPharma	San Carlos	Intermediate	NA	NA	NA	NA	N
21827	City College of San Francisco	San Francisco	Intermediate	NA	NA	NA	NA	Y
21829	Vaxart, Inc.	South San Francisco	Intermediate	NA	NA	NA	NA	Y
21830	BCP-CG 650 Property LLC c/o Beacon Capital Partners, LLC	San Francisco	Intermediate	NA	NA	NA	NA	N
21838	Allied Telesis	San Jose	Intermediate	NA	NA	NA	NA	N
21841	Raintree Partners LLC	Laguna Niguel	Intermediate	NA	NA	NA	NA	Y
21845	Kilroy Realty Corporation	Mountain View	Intermediate	NA	NA	NA	NA	N
21865	Clean Energy	San Francisco	Intermediate	NA	NA	NA	NA	N
21868	Chappellet Winery	Saint Helena	Intermediate	2013	0.37	0	NA	N
21881	Perry-Arrillaga	Santa Clara	Intermediate	NA	NA	NA	NA	N
21883	Life Technologies	South San Francisco	Intermediate	NA	NA	NA	NA	Y
21894	100 Wood Hollow Drive Owner, LLC	San Francisco	Intermediate	NA	NA	NA	NA	N

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21902	Palo Alto Medical Foundation - San Carlos Center	Mountain View	Intermediate	NA	NA	NA	NA	N
21911	885 Woodside Rd LLC	Redwood City	Intermediate	NA	NA	NA	NA	N
21925	City of Richmond Main Library	Richmond	Intermediate	NA	NA	NA	NA	Y
21930	San Francisco Public Utilities Commission	San Francisco	Intermediate	2015	9.1	NA	NA	N
21932	LC Pastoral Services	Cupertino	Intermediate	NA	NA	NA	NA	N
21970	Sierra Pacific Properties	Concord	Intermediate	NA	NA	NA	NA	N
21989	Hudson 901 Market, LLC	San Francisco	Intermediate	NA	NA	NA	NA	Y
22000	Forza Telecom-Ph8 Chestnut Head End	Walnut Creek	Intermediate	NA	NA	NA	NA	Y
22001	FedEx Freight, Inc	Hayward	Intermediate	2013	1.9	0	NA	N
22008	Nordstrom	Palo Alto	Intermediate	NA	NA	NA	NA	N
22021	Eurofins EAG Materials Science, LLC	Sunnyvale	Intermediate	NA	NA	NA	NA	N
22033	Oakland Museum of California	Oakland	Intermediate	NA	NA	NA	NA	Y
22046	Forest Surgery Center	San Jose	Intermediate	NA	NA	NA	NA	N
22057	Burlingame Long Term Care Center	Burlingame	Intermediate	NA	NA	NA	NA	N
22061	Abbott Diagnostics	Santa Clara	Intermediate	NA	NA	NA	NA	N
22069	Che Chen Liu & Shu Fen Liu Trust	Hayward	Intermediate	NA	NA	NA	NA	N
22070	GUZIK Technical Enterprises	Mountain View	Intermediate	NA	NA	NA	NA	N
22075	Apple, Inc	Santa Clara	Intermediate	NA	NA	NA	NA	N
22076	City of Fremont	Fremont	Intermediate	NA	NA	NA	NA	N
22078	Samsung Semiconductor, Inc	San Jose	Intermediate	NA	NA	NA	NA	N
22093	A&P Children Investments LLC	Sunnyvale	Intermediate	NA	NA	NA	NA	N
22095	American Tower LLC (41642-Golf Course CA)	Phoenix	Intermediate	NA	NA	NA	NA	N
22103	Valdez Plaza	Oakland	Intermediate	NA	NA	NA	NA	Y
22107	Sonoma County Airport	Santa Rosa	Intermediate	NA	NA	NA	NA	N
22128	G&I IX Marina Village Research	Alameda	Intermediate	NA	NA	NA	NA	N
22137	Sonoma Academy	Santa Rosa	Intermediate	NA	NA	NA	NA	N
22144	Irvine Company Office Properties	Santa Clara	Intermediate	2013	0.2	0	NA	N
22146	San Leandro Hospital	San Leandro	Intermediate	NA	NA	NA	NA	N

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22154	Avalon Bay Communities	San Francisco	Intermediate	NA	NA	NA	NA	N
22160	Outdoor Supply Hardware	San Jose	Intermediate	NA	NA	NA	NA	N
22175	M West Propco XVII, LLC	San Jose	Intermediate	NA	NA	NA	NA	N
22201	BXP Mission 535 LLC c/o Boston Properties Limited	San Francisco	Intermediate	2014	5.6	0	NA	N
22203	Peninsula Land Capital	San Jose	Intermediate	NA	NA	NA	NA	N
22205	EditCo Bio	South San Francisco	Intermediate	NA	NA	NA	NA	N
22208	City of Vallejo Water Division	Vallejo	Intermediate	NA	NA	NA	NA	N
22214	Outdoor Supply Hardware	San Jose	Intermediate	NA	NA	NA	NA	Y
22218	BBT, LLC & Socks, LLC	San Jose	Intermediate	NA	NA	NA	NA	N
22221	Westlake Hardware, Inc.	San Jose	Intermediate	NA	NA	NA	NA	N
22222	Westlake Hardware, Inc.	San Jose	Intermediate	NA	NA	NA	NA	N
22243	Mardit Properties Limited Partnership	San Jose	Intermediate	NA	NA	NA	NA	N
22248	City of San Mateo	San Mateo	Intermediate	NA	NA	NA	NA	Y
22265	Luminus, Inc	Sunnyvale	Intermediate	NA	NA	NA	NA	N
22273	Jefferson Union High School District (Terra Nova)	Pacifica	Intermediate	NA	NA	NA	NA	N
22275	Jefferson Union High School District (Jefferson)	Daly City	Intermediate	NA	NA	NA	NA	N
22277	Union Investment Real Estate GmbH	San Francisco	Intermediate	2007	0.7	0	NA	N
22286	Sansome Holdings, LP, c/o CBRE	San Francisco	Intermediate	NA	NA	NA	NA	N
22292	Jabil Silver Creek	Santa Clara	Intermediate	NA	NA	NA	NA	N
22296	Chemtrade West US, LLC	Pittsburg	Intermediate	NA	NA	NA	NA	Y
22297	Mozart Development Company	Mountain View	Intermediate	NA	NA	NA	NA	N
22298	201 Spear Property, LLC c/o Cushman & Wakefield	San Francisco	Intermediate	NA	NA	NA	NA	N
22300	Pleasanton Unified School District	Roseville	Intermediate	NA	NA	NA	NA	N
22312	Friedman's Home Improvement	Petaluma	Intermediate	NA	NA	NA	NA	N
22337	Hayward Point Eden I, LP c/o CBRE	Hayward	Intermediate	NA	NA	NA	NA	Y
22344	City of San Bruno	San Bruno	Intermediate	NA	NA	NA	NA	N
22347	New Cingular Wireless PCS, LLC dba AT&T Mobility	San Ramon	Intermediate	NA	NA	NA	NA	N
22348	SoMa Square Apartments	San Francisco	Intermediate	NA	NA	NA	NA	N

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22350	Gamble Family Vineyards	Yountville	Intermediate	2014	9.9	0.9	NA	N
22365	Crossing 900	Redwood City	Intermediate	NA	NA	NA	NA	Y
22370	City of Vallejo Water Division	Vallejo	Intermediate	NA	NA	NA	NA	N
22376	Hobby Lobby Stores	Dublin	Intermediate	NA	NA	NA	NA	N
22387	Columbus Manufacturing Inc	Hayward	Intermediate	NA	NA	NA	NA	Y
22392	Atria Park of Lafayette 10301	Lafayette	Intermediate	NA	NA	NA	NA	N
22394	Applied Materials Inc	Sunnyvale	Intermediate	NA	NA	NA	NA	N
22398	225 West Santa Clara LLC c/o Harvest Properties	San Jose	Intermediate	NA	NA	NA	NA	N
22402	Creekview HC LLC	Pleasanton	Intermediate	NA	NA	NA	NA	N
22407	Kistler Winery-Tasting Room	Sebastopol	Intermediate	2014	2.5	0	NA	N
22409	Somersville Town Center Equities LLC	Antioch	Intermediate	NA	NA	NA	NA	Y
22410	ROMEL 400 SECR, LLC	San Mateo	Intermediate	2013	1.95	0	NA	N
22415	Essex OSM Reit, LLC	San Jose	Intermediate	NA	NA	NA	NA	N
22428	Gillig LLC	Livermore	Intermediate	NA	NA	NA	NA	N
22432	Macy's Logistics & Operations - Union City	Union City	Intermediate	NA	NA	NA	NA	N
22436	Santa Clara Police Radio Communication	Santa Clara	Intermediate	NA	NA	NA	NA	N
22448	City of Pacifica Water Recycling/Wastewater Treat	Pacifica	Intermediate	NA	NA	NA	NA	N
22457	Lagunitas Brewing Company	Petaluma	Intermediate	NA	NA	NA	NA	N
22460	ARE- San Francisco No 46, LLC	South San Francisco	Intermediate	NA	NA	NA	NA	Y
22474	Argent Materials Inc	Oakland	Intermediate	2023	1.5	0.54	0.01	Y
22479	Walmart.com Headquarters #8771	San Bruno	Intermediate	NA	NA	NA	NA	N
22480	Signature Flight Support	Oakland	Intermediate	NA	NA	NA	NA	Y
22481	Eikon Therapeutics, Inc.	Hayward	Intermediate	NA	NA	NA	NA	Y
22483	Watermark Bayside, LLC dba Bayside Park	Emeryville	Intermediate	NA	NA	NA	NA	Y
22495	The Nueva High School	San Mateo	Intermediate	NA	NA	NA	NA	N
22503	MEPT 475 Sansome Street, LLC	San Francisco	Intermediate	NA	NA	NA	NA	N
22512	1200 Ashby, LLC	Berkeley	Intermediate	NA	NA	NA	NA	Y
22513	Verizon Business	Santa Clara	Intermediate	NA	NA	NA	NA	N

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22518	SPG Center, LLC	Palo Alto	Intermediate	NA	NA	NA	NA	N
22524	Trinity Management	San Francisco	Intermediate	NA	NA	NA	NA	Y
22541	Cupertino Healthcare & Wellness Center	Cupertino	Intermediate	NA	NA	NA	NA	N
22566	County of Marin c/o Sares Regis	San Rafael	Intermediate	2013	8.1	NA	NA	N
22568	The Marine Mammal Center	Sausalito	Intermediate	NA	NA	NA	NA	N
22572	Subacute Saratoga Children's Hospital	Saratoga	Intermediate	NA	NA	NA	NA	N
22579	Atria Senior Living Facility	Walnut Creek	Intermediate	NA	NA	NA	NA	N
22580	DJONT/CMB SSF LLC(dba Embassy Suites SF Airpt	South San Francisco	Intermediate	2022	9.9	o	NA	Y
22584	Google LLC - RLS1	Mountain View	Intermediate	NA	NA	NA	NA	N
22587	ManorCare Health Services-Tice Valley	Walnut Creek	Intermediate	NA	NA	NA	NA	N
22591	Informatica, LLC	Redwood City	Intermediate	NA	NA	NA	NA	N
22594	Sutter Bay Medical Foundation DBA Palo Alto M F	Fremont	Intermediate	NA	NA	NA	NA	N
22595	Augustine Bowers LLC c/o The Irvine Company LLC	Santa Clara	Intermediate	2016	3.6	o	NA	N
22596	American Ag Credit	Santa Rosa	Intermediate	NA	NA	NA	NA	N
22597	Crossings at 880 Industrial, LLC	Fremont	Intermediate	NA	NA	NA	NA	N
22600	Peninsula Corridor Joint Powers Board	Menlo Park	Intermediate	NA	NA	NA	NA	N
22604	Golden State Heart & Vascular Associates	Burlingame	Intermediate	NA	NA	NA	NA	N
22615	Stanford Health Care	Menlo Park	Intermediate	NA	NA	NA	NA	N
22617	Equity-Tasman Apartments, LLC	San Jose	Intermediate	NA	NA	NA	NA	N
22624	Golub Real Estate Corporation	San Francisco	Intermediate	2014	1.2	o	NA	N
22629	Kaiser Permanente	San Francisco	Intermediate	NA	NA	NA	NA	N
22636	LBA RIV-Company XXV, LLC	San Jose	Intermediate	NA	NA	NA	NA	N
22641	Rosewood Commons Property Owner, LLC	Pleasanton	Intermediate	NA	NA	NA	NA	N
22693	Nick Barbieri Trucking, LLC	Santa Rosa	Intermediate	NA	NA	NA	NA	Y
22709	Vida Owners Association	San Francisco	Intermediate	NA	NA	NA	NA	N
22721	Sutter Home Winery	St. Helena	Intermediate	NA	NA	NA	NA	N
22738	Sunrise Senior Living	Burlingame	Intermediate	NA	NA	NA	NA	N
22739	Las Gallinas Valley Sanitary District	San Rafael	Intermediate	NA	NA	NA	NA	N

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22746	Fox Television Stations, Inc , on behalf of KTVU	Oakland	Intermediate	2012	5.3	NA	NA	Y
22748	Paramount Group, Inc	San Francisco	Intermediate	NA	NA	NA	NA	N
22754	City of Richmond water Pollution Control	Richmond	Intermediate	NA	NA	NA	NA	Y
22769	New Cingular Wireless dba AT&T Mobility	Clayton	Intermediate	NA	NA	NA	NA	N
22771	221 Main Street, LP	San Francisco	Intermediate	NA	NA	NA	NA	N
22781	Oakland Marriott City Center	Oakland	Intermediate	NA	NA	NA	NA	Y
22782	Kunde Family Winery	Kenwood	Intermediate	NA	NA	NA	NA	N
22787	Atria -Daly City	Daly City	Intermediate	NA	NA	NA	NA	N
22788	East Bay Municipal Utility District	Walnut Creek	Intermediate	2014	9.99	0.01	NA	N
22825	Nest	Palo Alto	Intermediate	NA	NA	NA	NA	N
22842	Contra Costa County Public Works Department	Martinez	Intermediate	2015	1.2	0	NA	N
22851	222 Second Street Owner, LP	San Francisco	Intermediate	2015	1.9	0	NA	N
22859	Google Inc	Redwood City	Intermediate	NA	NA	NA	NA	N
22860	Google Inc	Redwood City	Intermediate	NA	NA	NA	NA	N
22861	Google Inc	Redwood City	Intermediate	NA	NA	NA	NA	N
22876	California Water Service Company	Redwood City	Intermediate	NA	NA	NA	NA	N
22879	Apple Inc.	San Francisco	Intermediate	NA	NA	NA	NA	N
22881	Tesla, Inc	Fremont	Intermediate	NA	NA	NA	NA	N
22882	Sutter Bay Medical Foundation DBA Palo Alto M F	Los Altos	Intermediate	NA	NA	NA	NA	N
22884	1111 Broadway	Oakland	Intermediate	NA	NA	NA	NA	Y
22899	City of Santa Clara - Water & Sewer Utilities	Santa Clara	Intermediate	NA	NA	NA	NA	N
22906	Water Emergency Transportation Authority	Vallejo	Intermediate	NA	NA	NA	NA	Y
22911	Dominican Sisters of Mission San Jose	Fremont	Intermediate	NA	NA	NA	NA	N
22930	Simplex Grinnell	Elk Grove	Intermediate	NA	NA	NA	NA	Y
22949	Apple, Inc	Sunnyvale	Intermediate	NA	NA	NA	NA	N
22951	SFDC 50 Fremont LLC	San Francisco	Intermediate	NA	NA	NA	NA	N
22955	Natera, Inc	San Carlos	Intermediate	NA	NA	NA	NA	N
22962	Tesla, Inc.	Fremont	Intermediate	NA	NA	NA	NA	N

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22969	399 Fremont, LLC	San Francisco	Intermediate	NA	NA	NA	NA	N
22976	Genesis Engineering & Redevelopment	Santa Rosa	Intermediate	NA	NA	NA	NA	N
22981	Buzz Oates Construction, Inc	Sacramento	Intermediate	NA	NA	NA	NA	Y
22989	600 Clipper Operating, LLC	Belmont	Intermediate	NA	NA	NA	NA	N
22992	Emerald Polk LLC	San Francisco	Intermediate	NA	NA	NA	NA	Y
22994	PG&E San Jose	San Jose	Intermediate	NA	NA	NA	NA	N
23000	Complete Genomics	San Jose	Intermediate	NA	NA	NA	NA	N
23011	Janssen Research & Development LLC	South San Francisco	Intermediate	NA	NA	NA	NA	Y
23017	Sequoia Union High School District	Redwood City	Intermediate	NA	NA	NA	NA	Y
23020	Stella Capital c/o Kodama Diseno Associates	San Jose	Intermediate	NA	NA	NA	NA	N
23033	New Cingular Wireless PCS, LLC dba AT&T Mobility	Half Moon Bay	Intermediate	NA	NA	NA	NA	N
23036	California Water Service (LAS Station 6)	Mountain View	Intermediate	NA	NA	NA	NA	N
23041	MH Corporate Centre	Concord	Intermediate	NA	NA	NA	NA	Y
23044	Mint Development LP c/o Paradigm Hotel Group	San Francisco	Intermediate	NA	NA	NA	NA	Y
23046	St Paul Fire and Marine Insurance Company	Foster City	Intermediate	NA	NA	NA	NA	N
23051	Ashford TRS Fremont LLC dba Marriott	Fremont	Intermediate	NA	NA	NA	NA	N
23059	Level 3 Communications LLC	Walnut Creek	Intermediate	NA	NA	NA	NA	N
23091	Apple Inc. (Orchard Parkway 2)	San Jose	Intermediate	NA	NA	NA	NA	N
23124	Apple, Inc	Cupertino	Intermediate	NA	NA	NA	NA	N
23127	Comcast of California V Inc	Castro Valley	Intermediate	NA	NA	NA	NA	N
23129	Bayshore Sanitary District	Brisbane	Intermediate	NA	NA	NA	NA	N
23147	Hudson Pacific Properties	San Carlos	Intermediate	NA	NA	NA	NA	N
23148	Hudson Pacific Properties	Redwood City	Intermediate	NA	NA	NA	NA	N
23151	Hudson Metro Center, LLC	Foster City	Intermediate	NA	NA	NA	NA	N
23153	Leland Stanford Junior University	Palo Alto	Intermediate	NA	NA	NA	NA	N
23156	Cintas Corporation	Gilroy	Intermediate	NA	NA	NA	NA	Y
23159	360 Mountain Home Rd Residence	Woodside	Intermediate	NA	NA	NA	NA	N
23161	Alameda County GSA	Oakland	Intermediate	NA	NA	NA	NA	Y

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23165	Evergreen Professional Investments, LLC	San Jose	Intermediate	NA	NA	NA	NA	N
23180	Lumentum Operations, LLC	San Jose	Intermediate	NA	NA	NA	NA	N
23188	Level 3 Communications, LLC	Pleasanton	Intermediate	NA	NA	NA	NA	N
23189	Specialized Bicycle	Morgan Hill	Intermediate	NA	NA	NA	NA	Y
23190	Healthpeak Properties, Inc. c/o CBRE	South San Francisco	Intermediate	2015	9.9	0	NA	Y
23193	Alameda Family Funeral & Cremation	Saratoga	Intermediate	NA	NA	NA	NA	N
23199	Bergman Residence	Saint Helena	Intermediate	2015	9.9	0.9	NA	N
23204	United Natural Foods Inc (UNFI)	Gilroy	Intermediate	2016	9.99	1	NA	Y
23231	Level 3 Communications LLC	Oakland	Intermediate	NA	NA	NA	NA	Y
23234	City of San Bruno	San Bruno	Intermediate	NA	NA	NA	NA	N
23236	SI 37, LLC; c/o The Sobrato Organization	San Jose	Intermediate	NA	NA	NA	NA	N
23238	Alameda County Fire Department	San Leandro	Intermediate	NA	NA	NA	NA	N
23239	Alameda County Fire	San Leandro	Intermediate	NA	NA	NA	NA	N
23240	Hudson Pacific Properties, Techmart	Santa Clara	Intermediate	NA	NA	NA	NA	N
23248	RP 275 Battery Owner LLC	San Francisco	Intermediate	NA	NA	NA	NA	N
23252	Google LLC	Sunnyvale	Intermediate	NA	NA	NA	NA	N
23258	1272 Borregas Owners, LLC	Sunnyvale	Intermediate	NA	NA	NA	NA	N
23267	HCP, Inc. c/o CBRE Inc	South San Francisco	Intermediate	NA	NA	NA	NA	Y
23291	KBS 111 Ten Almaden LLC	San Jose	Intermediate	NA	NA	NA	NA	N
23305	Cupertino Electric, Inc	San Jose	Intermediate	NA	NA	NA	NA	Y
23308	UL LLC	Fremont	Intermediate	NA	NA	NA	NA	N
23327	CBRE - Burnett	Concord	Intermediate	NA	NA	NA	NA	Y
23341	Westcore Bravo Livermore, LLC	Walnut Creek	Intermediate	NA	NA	NA	NA	N
23371	Alexandria Real Estate Equities, Inc	South San Francisco	Intermediate	NA	NA	NA	NA	Y
23375	Meridan Aviation Inc dba Meridian Hayward	Hayward	Intermediate	NA	NA	NA	NA	Y
23393	Avports LLC	Moffett Field	Intermediate	NA	NA	NA	NA	N

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23401	Audentes Therapeutics Inc	South San Francisco	Intermediate	NA	NA	NA	NA	Y
23403	Apple, Inc	Cupertino	Intermediate	NA	NA	NA	NA	N
23413	Post Montgomery and Associates	San Francisco	Intermediate	NA	NA	NA	NA	N
23418	MidPen Housing Corporation	Foster City	Intermediate	NA	NA	NA	NA	N
23419	City of Foster City	Foster City	Intermediate	NA	NA	NA	NA	N
23420	Harbor Electronics, Inc	Santa Clara	Intermediate	NA	NA	NA	NA	N
23432	Kaiser Permanente	Livermore	Intermediate	NA	NA	NA	NA	N
23436	Pacific Cruise Ship Terminals	San Francisco	Intermediate	NA	NA	NA	NA	N
23439	Napa County	Napa	Intermediate	NA	NA	NA	NA	N
23445	California Water Service Company	Portola Valley	Intermediate	NA	NA	NA	NA	N
23451	Uber Technologies	San Francisco	Intermediate	NA	NA	NA	NA	N
23457	Chevron	Lafayette	Intermediate	NA	NA	NA	NA	N
23462	Penumbra Incorporated	Alameda	Intermediate	NA	NA	NA	NA	N
23466	Prologis	Fremont	Intermediate	NA	NA	NA	NA	N
23470	Walker Cellular	San Francisco	Intermediate	NA	NA	NA	NA	Y
23471	Orion V SAC Village Office Property LLC c/o Brookfield	Mountain View	Intermediate	NA	NA	NA	NA	N
23473	Apple Inc	Sunnyvale	Intermediate	NA	NA	NA	NA	N
23479	BSREP II SJ Towers LLC c/o Harvest Properties, Inc.	San Jose	Intermediate	NA	NA	NA	NA	N
23483	Crossing at 880 Industrial, LLC	Fremont	Intermediate	NA	NA	NA	NA	N
23489	Winslow Street Development	Redwood City	Intermediate	NA	NA	NA	NA	Y
23497	Go-Brickman 550 Kearny Owner LLC	San Francisco	Intermediate	NA	NA	NA	NA	N
23498	Verizon Wireless-Calistoga	Folsom	Intermediate	NA	NA	NA	NA	N
23499	Intel Corporation	San Jose	Intermediate	NA	NA	NA	NA	N
23510	Deacon Corporation	Mountain View	Intermediate	NA	NA	NA	NA	N
23523	TE Connectivity	Fremont	Intermediate	NA	NA	NA	NA	N
23526	Apple, Inc (Patrick Henry 1)	Santa Clara	Intermediate	NA	NA	NA	NA	N
23532	Shorenstein Realty Services	San Francisco	Intermediate	NA	NA	NA	NA	Y
23545	Colliers International	Corte Madera	Intermediate	NA	NA	NA	NA	N

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23548	140 New Montgomery LLC	San Francisco	Intermediate	NA	NA	NA	NA	N
23553	Santa Clara Valley Transportation Authority	San Jose	Intermediate	NA	NA	NA	NA	Y
23555	Oxford Group	Rohnert Park	Intermediate	NA	NA	NA	NA	Y
23565	Lucile Packard Children's Hospital Stanford	Sunnyvale	Intermediate	2007	8.8	0	NA	N
23579	220 Humboldt Ct.	Sunnyvale	Intermediate	NA	NA	NA	NA	N
23580	One Rincon Tower 2 Association	San Francisco	Intermediate	2014	3.9	0	NA	N
23587	ICBP IV Holdings 37, LLC.	San Francisco	Intermediate	NA	NA	NA	NA	Y
23588	KR Terra Bella, LLC	Mountain View	Intermediate	NA	NA	NA	NA	N
23591	R & D Kitchen	Yountville	Intermediate	NA	NA	NA	NA	N
23597	Community Housing Partnership	San Francisco	Intermediate	NA	NA	NA	NA	Y
23604	Equity Residential - Archstone Concourse LLCI	San Francisco	Intermediate	NA	NA	NA	NA	N
23612	City Hall - City of San Ramon	San Ramon	Intermediate	2016	9.99	0.99	NA	N
23620	Creekside at 17	Campbell	Intermediate	NA	NA	NA	NA	N
23625	Resident	Deer Park	Intermediate	NA	NA	NA	NA	N
23628	Areof VI Pilgrim-Triton LLC c/o Ares Management	Mount Vernon	Intermediate	NA	NA	NA	NA	N
23629	Belmont Village Albany	Albany	Intermediate	NA	NA	NA	NA	N
23650	BMR-Pacific Research Center, LP	Newark	Intermediate	NA	NA	NA	NA	N
23651	North First SJ, LP c/o Colliers Int, LLC	San Francisco	Intermediate	NA	NA	NA	NA	N
23664	BCORE Coleman Owner LLC	Cupertino	Intermediate	2023	5.9	0	NA	N
23666	Arden Owners Association	San Francisco	Intermediate	NA	NA	NA	NA	N
23671	City of Hayward-21st Century Library	Hayward	Intermediate	NA	NA	NA	NA	N
23675	Mt Diablo Unified School District	Concord	Intermediate	NA	NA	NA	NA	Y
23683	NGM Biopharmaceuticals, Inc	South San Francisco	Intermediate	2009	9.5	0.01	NA	Y
23685	M Fernandes Auto Wrecking & Towing	Pittsburg	Intermediate	NA	NA	NA	NA	Y
23694	ASB 799 Market, LLC	San Francisco	Intermediate	NA	NA	NA	NA	Y
23707	Hilton Concord (L&L Hospitality Management Inc)	Concord	Intermediate	NA	NA	NA	NA	Y
23711	USPA City Center LLC c/o Harvest Properties	Oakland	Intermediate	NA	NA	NA	NA	Y
23720	UC Davis FCCL	Livermore	Intermediate	NA	NA	NA	NA	N

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23727	2700 Middlefield Road, LLC c/o Embarcadero Advs	Redwood City	Intermediate	NA	NA	NA	NA	Y
23729	BMR 201 Industrial Road LP	San Carlos	Intermediate	NA	NA	NA	NA	N
23733	PR Cupertino Gateway	Cupertino	Intermediate	NA	NA	NA	NA	N
23736	Chinatown Community Development Centers	San Francisco	Intermediate	NA	NA	NA	NA	N
23738	Chinatown Community Development Center	San Francisco	Intermediate	NA	NA	NA	NA	N
23742	Amazon com Services Inc - OAK5	Newark	Intermediate	2017	5.7	o	NA	N
23762	America Center Maintenance Association	San Mateo	Intermediate	NA	NA	NA	NA	N
23767	160 Spear, LLC - Tishman Speyer	San Francisco	Intermediate	NA	NA	NA	NA	N
23768	Columbia REIT- 650 California Street, LLC	San Francisco	Intermediate	NA	NA	NA	NA	N
23776	Sonoma Mountain Ranch II LLC	Petaluma	Intermediate	NA	NA	NA	NA	N
23785	California Plaza Owner LLC	Walnut Creek	Intermediate	NA	NA	NA	NA	N
23787	QIA SR San Francisco Operating LLC, St Regis Hotel	San Francisco	Intermediate	NA	NA	NA	NA	Y
23790	Google LLC	Redwood City	Intermediate	NA	NA	NA	NA	N
23793	Rosa Parks Apartments	San Francisco	Intermediate	NA	NA	NA	NA	N
23805	23andME Inc	South San Francisco	Intermediate	NA	NA	NA	NA	Y
23806	MediaTek USA Inc	San Jose	Intermediate	NA	NA	NA	NA	N
23813	Sidra Montgomery, LLC	San Francisco	Intermediate	NA	NA	NA	NA	N
23814	PayPal Inc	San Jose	Intermediate	2019	9.9	0.9	NA	N
23815	Pacific Park Plaza Homeowner Assoc	Emeryville	Intermediate	2017	0.79	0.01	NA	N
23820	222 Kearny Property, LP	San Francisco	Intermediate	NA	NA	NA	NA	N
23822	Sims Metal Management	Richmond	Intermediate	NA	NA	NA	NA	Y
23827	Shorenstein Realty Services	San Jose	Intermediate	NA	NA	NA	NA	N
23843	Mercy Terrace Housing	San Francisco	Intermediate	NA	NA	NA	NA	N
23847	Samsung Research America	Mountain View	Intermediate	NA	NA	NA	NA	N
23849	Clementina Towers Associates L P	San Francisco	Intermediate	NA	NA	NA	NA	Y
23857	Busch Semiconductor Vacuum Group LLC	Morgan Hill	Intermediate	NA	NA	NA	NA	N
23874	Washington Outpatient Surgery Center	Fremont	Intermediate	NA	NA	NA	NA	N
23880	Santa Clara Property Company, LLC	Santa Clara	Intermediate	NA	NA	NA	NA	N

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23890	WaveDivision Holdings LLC	San Mateo	Intermediate	NA	NA	NA	NA	N
23900	Google LLC	Sunnyvale	Intermediate	NA	NA	NA	NA	N
23904	Sila Nanotechnologies Inc	Alameda	Intermediate	NA	NA	NA	NA	Y
23910	Robert Bosch LLC	Sunnyvale	Intermediate	NA	NA	NA	NA	N
23913	One Front Street Owner LP	San Francisco	Intermediate	NA	NA	NA	NA	N
23928	HCP c/o Britannia Gateway	San Francisco	Intermediate	NA	NA	NA	NA	Y
23961	Kaiser Foundation Hospital	South San Francisco	Intermediate	NA	NA	NA	NA	N
23971	7th Street Properties	Berkeley	Intermediate	NA	NA	NA	NA	N
23976	Biocare Medical LLC	Pacheco	Intermediate	NA	NA	NA	NA	Y
24005	Stonebridge Companies	San Francisco	Intermediate	NA	NA	NA	NA	N
24006	Frontier California Inc	Pomona	Intermediate	NA	NA	NA	NA	N
24011	Applied Materials, Building 75	Santa Clara	Intermediate	NA	NA	NA	NA	N
24015	Reyes Coca-Cola Bottling, LLC	San Leandro	Intermediate	NA	NA	NA	NA	Y
24041	Copper Cane	Rutherford	Intermediate	NA	NA	NA	NA	N
24049	GC 555 Montgomery LLC	San Francisco	Intermediate	NA	NA	NA	NA	N
24061	Ellis 350 Associates, L P	San Francisco	Intermediate	NA	NA	NA	NA	Y
24066	California Depart of Forestry & Fire Protection	Angwin	Intermediate	NA	NA	NA	NA	N
24068	Pacific Oak SOR II Oakland City Center LLC	Oakland	Intermediate	2023	0.18	0	NA	Y
24071	Producers Dairy	Fairfield	Intermediate	NA	NA	NA	NA	N
24073	Columbia REIT - 201 California, LC	San Francisco	Intermediate	NA	NA	NA	NA	N
24085	Meta Platforms Inc-FRE 101	Menlo Park	Intermediate	NA	NA	NA	NA	N
24089	TransMontaigne Operating LP	Denver	Intermediate	2006	1.1	0.9	NA	Y
24096	Pacific Oak SOR 353 Sacramento St, LLC	San Francisco	Intermediate	2021	0.83	0	NA	N
24105	Applied Materials	Santa Clara	Intermediate	NA	NA	NA	NA	N
24129	TransMontaigne Operating Company LP	Denver	Intermediate	NA	NA	NA	NA	Y
24131	303 Almaden Blvd	San Jose	Intermediate	NA	NA	NA	NA	N
24141	Timber Soma MC LP	Milpitas	Intermediate	NA	NA	NA	NA	N
24154	Lowenberg Corporation	Fairfield	Intermediate	NA	NA	NA	NA	Y

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24163	JFK Tower L P	San Francisco	Intermediate	NA	NA	NA	NA	N
24171	Eugenus, Inc	San Jose	Intermediate	NA	NA	NA	NA	N
24172	Meyer Corporation	Fairfield	Intermediate	NA	NA	NA	NA	Y
24176	Lucile Packard Children's Hospital	Palo Alto	Intermediate	NA	NA	NA	NA	N
24188	Lyten	San Jose	Intermediate	2020	1.6	0.03	0.97	N
24192	Irvine Company LLC	Sunnyvale	Intermediate	NA	NA	NA	NA	N
24201	Boston Properties	Oakland	Intermediate	NA	NA	NA	NA	Y
24205	BP3-SF4 1000 Marina LLC	Brisbane	Intermediate	NA	NA	NA	NA	Y
24225	US ER America Center 4, LLC	San Mateo	Intermediate	NA	NA	NA	NA	N
24235	MRL San Francisco, LLC	South San Francisco	Intermediate	2019	0.02	0	0.96	Y
24237	California Water Service	San Jose	Intermediate	NA	NA	NA	NA	N
24241	Palo Alto Networks	Santa Clara	Intermediate	NA	NA	NA	NA	N
24249	Bay Area Scavenger & Recycling LLC	Hayward	Intermediate	NA	NA	NA	NA	Y
24254	DWF V 2999OAK LLC	Walnut Creek	Intermediate	NA	NA	NA	NA	N
24260	Micron Technology, Inc	San Jose	Intermediate	2009	7.9	0	NA	N
24263	Clinton T Reilly	San Francisco	Intermediate	NA	NA	NA	NA	N
24268	Sutter Bay Hospitals dba Alta Bates Summit Med Ctr	Oakland	Intermediate	NA	NA	NA	NA	Y
24270	Sutter Bay Hospitals dba Alta Bates Summit Med Ctr	Oakland	Intermediate	1994	0.9	0.02	NA	N
24283	Microsoft	Sunnyvale	Intermediate	NA	NA	NA	NA	N
24300	Meta Platforms, Inc. - BUR 101-105	Burlingame	Intermediate	NA	NA	NA	NA	N
24311	Meta Platforms Inc-FRE 118	Menlo Park	Intermediate	NA	NA	NA	NA	N
24314	DW CAL 301 Howard LLC	San Francisco	Intermediate	NA	NA	NA	NA	N
24317	Planetary Ventures	Mountain View	Intermediate	2019	0.85	0	NA	N
24350	Eurofins EAG Agrosience LLC	Hercules	Intermediate	NA	NA	NA	NA	N
24352	Seer, Inc.	Redwood City	Intermediate	NA	NA	NA	NA	N
24356	Pacific Oak SOR II Oakland City enter LLC	Oakland	Intermediate	NA	NA	NA	NA	Y
24373	ColFin 2019-2D Industrial Owner LLC	Walnut Creek	Intermediate	NA	NA	NA	NA	N
24376	555 Golden Gate LLC	San Francisco	Intermediate	NA	NA	NA	NA	N

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24384	K&K Outdoor Advertising LLC	Santa Clara	Intermediate	NA	NA	NA	NA	N
24403	Meta Platforms, Inc. - SAF 250	Menlo Park	Intermediate	NA	NA	NA	NA	N
24414	Hudson Pacific Properties	San Francisco	Intermediate	NA	NA	NA	NA	N
24416	One Concord Towers, LLC	Concord	Intermediate	NA	NA	NA	NA	N
24421	1500 Space Park Drive LLC	Weehawken	Intermediate	2022	2	0	0.02	N
24423	50 Third Street Owner, LP	San Francisco	Intermediate	NA	NA	NA	NA	Y
24426	MDY Properties/San Tomas Square	Santa Clara	Intermediate	NA	NA	NA	NA	N
24463	JUUL Labs dba Main Mission LLC	San Francisco	Intermediate	NA	NA	NA	NA	N
24475	RiCloud	San Jose	Intermediate	NA	NA	NA	NA	N
24482	Filice Lansford Development Corporation	San Jose	Intermediate	NA	NA	NA	NA	N
24487	Sunnyvale Owner, LLC	Sunnyvale	Intermediate	NA	NA	NA	NA	N
24503	85 2nd Street Associates	San Francisco	Intermediate	NA	NA	NA	NA	N
24514	Bay Club Walnut Creek, LLC	Walnut Creek	Intermediate	NA	NA	NA	NA	N
24521	Grand Hyatt at SFO	San Francisco	Intermediate	NA	NA	NA	NA	N
24522	Courtyards at 65th	Emeryville	Intermediate	NA	NA	NA	NA	N
24528	Google LLC	Sunnyvale	Intermediate	2001	9.99	NA	NA	N
24539	Spottswoode Winery	Saint Helena	Intermediate	NA	NA	NA	NA	N
24551	SFF 1650 Street LLC	Emeryville	Intermediate	2005	1.2	NA	NA	N
24552	Stanford Imaging Clinic in Emeryville	Menlo Park	Intermediate	NA	NA	NA	NA	Y
24578	1760 Bush	San Francisco	Intermediate	NA	NA	NA	NA	N
24586	Dropbox	San Francisco	Intermediate	NA	NA	NA	NA	N
24589	Applied Materials	Santa Clara	Intermediate	NA	NA	NA	NA	N
24607	Stanford University School of Medicine	Palo Alto	Intermediate	NA	NA	NA	NA	N
24611	BCal 655 Montgomery Property LLC	San Francisco	Intermediate	NA	NA	NA	NA	N
24612	GVI SJ Tenant, LLC	San Jose	Intermediate	NA	NA	NA	NA	N
24613	Service Properties Trust	Emeryville	Intermediate	NA	NA	NA	NA	Y
24614	1169 Market Street L P	San Francisco	Intermediate	NA	NA	NA	NA	Y
24622	San Francisco Bay Area Rapid Transit District	Oakland	Intermediate	2018	9.9	0.9	NA	Y

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24644	Union Square Garage (LAZ Parking	San Francisco	Intermediate	NA	NA	NA	NA	Y
24652	Zoetis, Inc	Union City	Intermediate	2024	4.2	0	0	N
24653	BART	Milpitas	Intermediate	NA	NA	NA	NA	N
24659	ARE-San Francisco No. 73, LLC	Palo Alto	Intermediate	NA	NA	NA	NA	N
24664	101 Mission Street	San Francisco	Intermediate	NA	NA	NA	NA	N
24668	Outdoor Supply Hardware	Redwood City	Intermediate	NA	NA	NA	NA	Y
24689	Apple Valley Post Acute Rehab	Sebastopol	Intermediate	NA	NA	NA	NA	N
24699	830 Eddy Street LLC	San Francisco	Intermediate	NA	NA	NA	NA	N
24720	2016 Telegraph Owner LLC	Oakland	Intermediate	NA	NA	NA	NA	Y
24721	Amazon USF3	San Jose	Intermediate	NA	NA	NA	NA	N
24735	CLPF 215 Fremont Owner, LP	San Francisco	Intermediate	NA	NA	NA	NA	N
24752	Advanced IPM	Concord	Intermediate	2022	NA	0.19	NA	Y
24759	Peninsula Surgery Center	Redwood City	Intermediate	NA	NA	NA	NA	N
24769	Ross Stores	Dublin	Intermediate	2003	2.6	0	NA	N
24787	T-C 55 Second Street LLC	San Francisco	Intermediate	2002	9.9	0	NA	N
24794	611 Gateway Center LP	South San Francisco	Intermediate	NA	NA	NA	NA	Y
24795	601 & 651 Gateway Center LP	San Francisco	Intermediate	NA	NA	NA	NA	Y
24798	BDC/San Jose, LLC	San Jose	Intermediate	NA	NA	NA	NA	N
24808	BioMarin Pharmaceutical Inc	Petaluma	Intermediate	NA	NA	NA	NA	N
24815	Zynga, Inc	San Francisco	Intermediate	NA	NA	NA	NA	N
24826	KW Fund VI-SVRD Portfolio LLC	San Jose	Intermediate	NA	NA	NA	NA	N
24827	C & J Office Buildings, LLC	Palo Alto	Intermediate	NA	NA	NA	NA	N
24828	Zayo Group, LLC	Santa Clara	Intermediate	2023	5.9	0.46	NA	N
24875	GNS Shoreline, LP	South San Francisco	Intermediate	NA	NA	NA	NA	Y
24916	Santa Clara County Roads and Airports Dept	San Jose	Intermediate	NA	NA	NA	NA	N
24936	Arbol Residences of Santa Rosa	Santa Rosa	Intermediate	NA	NA	NA	NA	N
24937	Measurement Specialties, Inc	Milpitas	Intermediate	NA	NA	NA	NA	N

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24966	Vitalant	San Francisco	Intermediate	NA	NA	NA	NA	N
24972	Genomic Health, Inc	Redwood City	Intermediate	2009	0.91	0	NA	N
24973	Genomic Health, Inc	Redwood City	Intermediate	NA	NA	NA	NA	N
24974	Genomic Health, Inc	Redwood City	Intermediate	NA	NA	NA	NA	N
24979	Coloma Sanitary Sewer Pump Station #2	Sausalito	Intermediate	NA	NA	NA	NA	N
24992	BGO Ardenwood Owner, LLC	Fremont	Intermediate	NA	NA	NA	NA	N
24994	BCSP Holis Property, LLC	Emeryville	Intermediate	NA	NA	NA	NA	N
25004	Aspire Bakeries LLC	Newark	Intermediate	NA	NA	NA	NA	N
25026	Google, LLC	Sunnyvale	Intermediate	NA	NA	NA	NA	N
25029	ARE-San Francisco No 92, LLC	San Francisco	Intermediate	NA	NA	NA	NA	Y
25030	BP3-SF7 2001 JS Owner LLC	Daly City	Intermediate	NA	NA	NA	NA	N
25032	Rosemark Commercial Facilities Mgmt Services	Bolinas	Intermediate	NA	NA	NA	NA	N
25033	Rosemark Commercial Facilities Mgmt Services	Point Reyes Station	Intermediate	NA	NA	NA	NA	N
25053	Standford Health Care	Newark	Intermediate	2020	1.4	0	NA	N
25054	America Center I & II Owner LLC	Alviso	Intermediate	NA	NA	NA	NA	N
25071	HCP BTC, LLC c/o CBRE	South San Francisco	Intermediate	NA	NA	NA	NA	Y
25082	Gritstone Bio	Pleasanton	Intermediate	NA	NA	NA	NA	N
25084	Bio-Rad Laboratories, Inc	Hercules	Intermediate	NA	NA	NA	NA	N
25085	Ambys Medicines	South San Francisco	Intermediate	NA	NA	NA	NA	Y
25088	Badass Labs	Alameda	Intermediate	NA	NA	NA	NA	N
25092	Photop Technologies, Inc	Santa Rosa	Intermediate	2022	0.19	0	0.08	N
25098	Sunset Development Company BR15	San Ramon	Intermediate	NA	NA	NA	NA	N
25111	Sutro BioPharma	South San Francisco	Intermediate	NA	NA	NA	NA	Y
25119	NEX SJ LLC	San Jose	Intermediate	NA	NA	NA	NA	N
25137	921 Howard	San Francisco	Intermediate	2022	0.47	0	NA	Y

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25150	Pundir Group Inc for GSA - Court of Appeals	San Francisco	Intermediate	NA	NA	NA	NA	Y
25189	B9 Island Parkway LLC, a DE Limited Liability	Newark	Intermediate	NA	NA	NA	NA	N
25193	ARE - San Francisco No 63, LLC	San Carlos	Intermediate	NA	NA	NA	NA	N
25195	1275 Crossman Owner, LLC	Sunnyvale	Intermediate	NA	NA	NA	NA	N
25209	Forty-Five Fremont LLC	San Francisco	Intermediate	NA	NA	NA	NA	N
25214	Cytokinetics Inc	South San Francisco	Intermediate	NA	NA	NA	NA	Y
25217	GI TC 1600 Technology Drive, LLC	Los Angeles	Intermediate	NA	NA	NA	NA	N
25245	Procept Biorobotics	Redwood City	Intermediate	NA	NA	NA	NA	N
25253	SJ 50 West SF LLC	San Jose	Intermediate	NA	NA	NA	NA	N
25258	CBRE	Redwood City	Intermediate	NA	NA	NA	NA	N
25268	ARE - San Francisco No 80, LLC	Palo Alto	Intermediate	NA	NA	NA	NA	N
25288	GVI-C Hillview Owner, LLC	San Jose	Intermediate	NA	NA	NA	NA	N
25311	230 East Grand Ave (PG II 230 East Grand LLC)	South San Francisco	Intermediate	NA	NA	NA	NA	Y
25314	1230 Arques Propco, LLC	Campbell	Intermediate	NA	NA	NA	NA	N
25334	EVODC Raymond LLC	Santa Clara	Intermediate	NA	NA	NA	NA	N
100030	Xtra Oil Company	Alameda	Intermediate	NA	NA	NA	NA	N
100088	Costco Wholesale #146	Livermore	Intermediate	NA	NA	NA	NA	N
100092	Chevron #207718	Menlo Park	Intermediate	NA	NA	NA	NA	N
100108	Costco Wholesale #148	San Jose	Intermediate	2017	2.6	0	NA	N
100146	Costco Gasoline #482	Richmond	Intermediate	1999	5.7	NA	NA	N
100156	Costco Gasoline #475	South San Francisco	Intermediate	NA	NA	NA	NA	N
100325	Xtra Oil Company	Castro Valley	Intermediate	NA	NA	NA	NA	N
100340	Costco Wholesale #132	Issaquah	Intermediate	2019	9.99	0.11	NA	N
100563	Costco Gasoline #663	Concord	Intermediate	2019	9.6	0.07	NA	N
100576	Costco Wholesale #118	Issaquah	Intermediate	NA	NA	NA	NA	Y
100630	Gas & Shop	San Jose	Intermediate	NA	NA	NA	NA	Y

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100649	Costco Gasoline #1002	Issaquah	Intermediate	NA	NA	NA	NA	Y
100706	City of Fremont	Fremont	Intermediate	NA	NA	NA	NA	N
100771	ARCO Facility #03001	Hayward	Intermediate	NA	NA	NA	NA	N
100814	Safeway Store #1883	American Canyon	Intermediate	NA	NA	NA	NA	N
100909	Safeway Store #0968	Vallejo	Intermediate	NA	NA	NA	NA	Y
100927	Safeway Store #1953	Dublin	Intermediate	NA	NA	NA	NA	N
101061	Chevron Station #91166	San Ramon	Intermediate	NA	NA	NA	NA	N
101716	Xtra Oil Company	Walnut Creek	Intermediate	NA	NA	NA	NA	N
101752	Chevron Station #99206	Walnut Creek	Intermediate	NA	NA	NA	NA	N
101763	Chevron Station #94737	San Ramon	Intermediate	NA	NA	NA	NA	N
101781	Chevron Station #98933	Greenbrae	Intermediate	NA	NA	NA	NA	N
102195	Simas	San Francisco	Intermediate	NA	NA	NA	NA	Y
102881	Chevron Station #92600	Foster City	Intermediate	NA	NA	NA	NA	N
102901	Chevron Station #97927	Half Moon Bay	Intermediate	NA	NA	NA	NA	N
103137	Econo Gasoline	San Bruno	Intermediate	NA	NA	NA	NA	N
103305	Xtra Oil Company	South San Francisco	Intermediate	NA	NA	NA	NA	N
104102	ARCO Facility #07037	San Jose	Intermediate	NA	NA	NA	NA	N
104822	Unocal	Cotati	Intermediate	NA	NA	NA	NA	N
104887	H&S Energy Products, LLC #2046 - Chevron	Petaluma	Intermediate	NA	NA	NA	NA	N
105100	WINDSOR CHEVRON	Windsor	Intermediate	NA	NA	NA	NA	N
105493	BX Service Station (BLDG 171, Travis AFB)	Fairfield	Intermediate	NA	NA	NA	NA	Y
105566	Chevron SS #9-0103	Richmond	Intermediate	NA	NA	NA	NA	Y
105954	Arco Car Wash	Concord	Intermediate	NA	NA	NA	NA	N
106617	San Francisco Fire Department	San Francisco	Intermediate	NA	NA	NA	NA	N
106753	ARCO Facility #07081	Artesia	Intermediate	NA	NA	NA	NA	N
107695	All Star Gasoline	Concord	Intermediate	NA	NA	NA	NA	Y
107920	James Ranch-Juvenile Detention Facility	Morgan Hill	Intermediate	NA	NA	NA	NA	N
108069	Fuel 24:7 @ Woodlands	Kentfield	Intermediate	NA	NA	NA	NA	N

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108261	Palo Alto Arco	Palo Alto	Intermediate	NA	NA	NA	NA	N
108549	Chevron Inc #9-4820	Napa	Intermediate	NA	NA	NA	NA	N
108613	ARCO Facility #04495	San Mateo	Intermediate	NA	NA	NA	NA	N
108634	Westlake Chevron	Daly City	Intermediate	NA	NA	NA	NA	N
108707	Rotten Robbie #33	Santa Clara	Intermediate	NA	NA	NA	NA	N
108787	Hayward Area Recreation & Park Dist	Hayward	Intermediate	NA	NA	NA	NA	N
109048	Chevron #90206	San Ramon	Intermediate	NA	NA	NA	NA	N
109383	Redwood Rd Chevron	Napa	Intermediate	NA	NA	NA	NA	N
109419	A & A Gas & Mart	Burlingame	Intermediate	NA	NA	NA	NA	N
109426	Santa Teresa Service Station	San Jose	Intermediate	NA	NA	NA	NA	N
109480	Gas & Shop	Morgan Hill	Intermediate	NA	NA	NA	NA	Y
109515	Chevron Station #90787	San Francisco	Intermediate	NA	NA	NA	NA	N
109588	Rocket #5418	Benicia	Intermediate	NA	NA	NA	NA	N
109614	Costco Wholesale #129	Santa Clara	Intermediate	NA	NA	NA	NA	N
109714	Fairfield Chevron	Fairfield	Intermediate	NA	NA	NA	NA	Y
109748	Costco Wholesale #41	Santa Rosa	Intermediate	NA	NA	NA	NA	Y
109899	Costco Wholesale #423	Sunnyvale	Intermediate	2019	2.8	0	NA	N
109990	Chevron Station #20-7010	Richmond	Intermediate	NA	NA	NA	NA	N
110033	CHEVRON SS #9-1081	East Palo Alto	Intermediate	NA	NA	NA	NA	Y
110197	H&S Energy Products, LLC #3046	Torrance	Intermediate	NA	NA	NA	NA	N
110354	7- Eleven Inc. #37948	Richmond	Intermediate	NA	NA	NA	NA	N
110386	7- Eleven Inc. #37994	Pinole	Intermediate	NA	NA	NA	NA	N
110458	Auto Pride Car Wash	San Jose	Intermediate	NA	NA	NA	NA	N
110471	Salvador Chevron	Napa	Intermediate	NA	NA	NA	NA	N
110513	Fuel 24:7 @ Westborough	San Rafael	Intermediate	NA	NA	NA	NA	N
110597	Safeway Store #1257	Phoenix	Intermediate	NA	NA	NA	NA	N
110598	Safeway Store # 1917	Byron	Intermediate	NA	NA	NA	NA	N
110611	Ishaq Trading Corp	Napa	Intermediate	NA	NA	NA	NA	N

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110662	ARCO Facility #00524	Mill Valley	Intermediate	NA	NA	NA	NA	N
110664	ARCO Facility #00566	San Francisco	Intermediate	NA	NA	NA	NA	N
110669	ARCO Facility #02074	San Jose	Intermediate	NA	NA	NA	NA	N
110677	ARCO Facility #02152	Castro Valley	Intermediate	NA	NA	NA	NA	N
110698	Costco Gasoline #659	Issaquah	Intermediate	NA	NA	NA	NA	N
110709	Costco Wholesale #453	Issaquah	Intermediate	NA	NA	NA	NA	N
110732	Costco Wholesale #422	Seattle	Intermediate	NA	NA	NA	NA	Y
110758	Costco Gasoline #760	Issaquah	Intermediate	NA	NA	NA	NA	Y
110848	Safeway Fuel Center #1891	Phoenix	Intermediate	NA	NA	NA	NA	Y
110970	RAT OIL INC. DBA GAS STOP	San Jose	Intermediate	NA	NA	NA	NA	Y
111101	ARCO Facility #00428	Richmond	Intermediate	NA	NA	NA	NA	Y
111185	Costco Gasoline #778	Issaquah	Intermediate	2004	5.8	0	NA	N
111256	ARCO AMPM of Gilroy	Gilroy	Intermediate	NA	NA	NA	NA	Y
111347	GO! Gas & Food	Oakland	Intermediate	NA	NA	NA	NA	Y
111349	Moe's Stop	San Jose	Intermediate	NA	NA	NA	NA	N
111371	Chevron Inc #9-0049	Gilroy	Intermediate	NA	NA	NA	NA	Y
111411	Chevron	Redwood City	Intermediate	NA	NA	NA	NA	N
111432	Safeway Fuel Center #1576	Santa Rosa	Intermediate	NA	NA	NA	NA	N
111606	Milpitas Union 76	Walnut Creek	Intermediate	NA	NA	NA	NA	N
111609	GO! Gas & Food #2	Oakland	Intermediate	NA	NA	NA	NA	N
111624	ARCO Facility #00608	San Lorenzo	Intermediate	NA	NA	NA	NA	N
111677	Chevron Station #305013	Santa Rosa	Intermediate	NA	NA	NA	NA	Y
111713	Costco Gasoline #1004	Issaquah	Intermediate	2006	2.7	0.01	NA	N
111751	ARCO	Santa Rosa	Intermediate	NA	NA	NA	NA	N
111771	A & A Gas Inc., dba A & A Gas and Food mart	Fairfield	Intermediate	NA	NA	NA	NA	Y
111805	Tomales Fire Station	Tomales	Intermediate	NA	NA	NA	NA	N
111809	Black Diamond Vista	Concord	Intermediate	NA	NA	NA	NA	Y
111814	Jacksons Food Stores #204	Fremont	Intermediate	NA	NA	NA	NA	N

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111818	Shell SS#68162	Milpitas	Intermediate	NA	NA	NA	NA	N
111835	Shell SS#68236	Walnut Creek	Intermediate	NA	NA	NA	NA	N
111880	Safeway Fuel Center #2828	Phoenix	Intermediate	NA	NA	NA	NA	N
111894	Chevron Products	Fremont	Intermediate	NA	NA	NA	NA	Y
111896	Story Road Shell	Fremont	Intermediate	NA	NA	NA	NA	Y
111903	Safeway Fuel Center #2708	Alameda	Intermediate	NA	NA	NA	NA	N
111933	Costco Gasoline #1042	Redwood City	Intermediate	2008	3.9	0	NA	Y
111939	ARCO Facility #07026	Oakland	Intermediate	NA	NA	NA	NA	Y
111945	Strawberry Food Mart	Mill Valley	Intermediate	NA	NA	NA	NA	N
111956	National Petroleum Sunnyvale	Sunnyvale	Intermediate	2023	1.7	0.21	0.39	N
111968	ARCO Facility #07119	Millbrae	Intermediate	NA	NA	NA	NA	N
112024	Sunol Super Stop	Sunol	Intermediate	NA	NA	NA	NA	N
112047	Strauch & Compnay	Corona	Intermediate	NA	NA	NA	NA	N
112056	Diamond Petroleum Inc	Concord	Intermediate	NA	NA	NA	NA	Y
112081	Travis Blvd	Fairfield	Intermediate	NA	NA	NA	NA	Y
112082	Shell at Hacienda Crossings #165112	Dublin	Intermediate	NA	NA	NA	NA	N
112124	Costco Wholesale # 1061	Issaquah	Intermediate	2009	8	0.02	NA	Y
112143	Diamond Petroleum Inc dba Marina Arco	Suisun City	Intermediate	NA	NA	NA	NA	N
112145	ARCO Facility #07126	Oakley	Intermediate	NA	NA	NA	NA	Y
112164	Campbell Corner Store	Campbell	Intermediate	NA	NA	NA	NA	N
112167	ARCO Facility #07133	Fremont	Intermediate	NA	NA	NA	NA	N
112225	Safeway Fuel Center #2941	Pleasant Hill	Intermediate	NA	NA	NA	NA	Y
112236	A & A Gas and Food Mart	San Leandro	Intermediate	NA	NA	NA	NA	N
112243	Capital Shell	San Jose	Intermediate	NA	NA	NA	NA	N
112288	Jacklin Shell	Milpitas	Intermediate	NA	NA	NA	NA	N
112294	Stevens Creek Gas	Cupertino	Intermediate	NA	NA	NA	NA	N
112299	Marine World Shell	Vallejo	Intermediate	NA	NA	NA	NA	Y
112300	Admiral Shell	Vallejo	Intermediate	NA	NA	NA	NA	N

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112310	El Portal Shell	San Pablo	Intermediate	NA	NA	NA	NA	Y
112325	Shell	Fremont	Intermediate	NA	NA	NA	NA	Y
112330	Safeway Fuel Ctr#3241	Pleasanton	Intermediate	NA	NA	NA	NA	N
112368	Arco AMPM #83817	Agoura Hills	Intermediate	NA	NA	NA	NA	N
112388	AM/PM Mini Mart - Manohar Vasudeva	Fremont	Intermediate	NA	NA	NA	NA	N
112389	ARCO Facility #07097	Morgan Hill	Intermediate	NA	NA	NA	NA	N
112395	ARCO Facility #02092	San Jose	Intermediate	NA	NA	NA	NA	N
112436	Heather Farm Shell	Walnut Creek	Intermediate	NA	NA	NA	NA	N
112443	ARCO Facility #02184	Fairfield	Intermediate	NA	NA	NA	NA	N
112497	Mash Gas & Food Orinda	Orinda	Intermediate	2021	3.84	0.03	NA	N
112502	Marin Gas & Auto Services	Larkspur	Intermediate	NA	NA	NA	NA	N
112512	Salkhi Petroleum Inc DBA De Anza Blvd Gas	San Jose	Intermediate	NA	NA	NA	NA	N
112520	Hercules Shell	Hercules	Intermediate	NA	NA	NA	NA	N
112524	Business Park Chevron	Fremont	Intermediate	NA	NA	NA	NA	N
112536	ARCO Facility #07206	Dublin	Intermediate	NA	NA	NA	NA	N
112558	Hegenberger Fuel and Food	Oakland	Intermediate	NA	NA	NA	NA	Y
112560	United Pacific 5430	Hercules	Intermediate	NA	NA	NA	NA	Y
112565	APRO, LLC dba United Pacific #5671	Milpitas	Intermediate	NA	NA	NA	NA	N
112612	Cal Petroleum Inc	Fairfield	Intermediate	NA	NA	NA	NA	Y
200004	Safeway Fuel Center #2856	Pleasanton	Intermediate	NA	NA	NA	NA	N
200018	ARCO Facility #07090	Vallejo	Intermediate	NA	NA	NA	NA	Y
200037	Safeway Fuel Center #2900	San Jose	Intermediate	NA	NA	NA	NA	N
200043	CJC Fallon Gateway, LLC	Dublin	Intermediate	NA	NA	NA	NA	N
200045	Walters Road Arco	Fairfield	Intermediate	NA	NA	NA	NA	N
200048	Safeway Fuel Center #3281	Alameda	Intermediate	NA	NA	NA	NA	Y
200070	ARCO Facility #07144	Pittsburg	Intermediate	NA	NA	NA	NA	Y
200127	Kimco Realty Corporation/Endpoint Consulting Inc.	Fremont	Intermediate	NA	NA	NA	NA	N
200240	Costco Gasoline #1267	San Jose	Intermediate	2014	9.9	0.9	NA	N

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200347	1500 N California Blvd LLC	Walnut Creek	Intermediate	2016	0.4	o	NA	N
200357	Silver Creek Valley Shell	San Jose	Intermediate	NA	NA	NA	NA	N
200359	O'Farrell Senior Housing Inc	San Francisco	Intermediate	2016	9.9	o	NA	Y
200364	Wheeler Farms Partners	Saint Helena	Intermediate	NA	NA	NA	NA	N
200369	Sand Hill Construction Management	Cupertino	Intermediate	NA	NA	NA	NA	N
200383	39888 Eureka, LLC	Newark	Intermediate	NA	NA	NA	NA	N
200384	CMK, LLC	San Jose	Intermediate	NA	NA	NA	NA	N
200388	Sunrise of Pleasanton	Pleasanton	Intermediate	NA	NA	NA	NA	N
200389	Gateway 80 Owner LP	Fairfield	Intermediate	2016	9.9	o	NA	N
200393	KRE 1330 Broadway Owner LLC	Oakland	Intermediate	NA	NA	NA	NA	Y
200394	1450 Franklin Street Owners Association	San Francisco	Intermediate	2016	9.9	o	NA	N
200403	San Jose Water Company	San Jose	Intermediate	NA	NA	NA	NA	N
200404	Rolling Frito-Lay Sales, LP	Fairfield	Intermediate	NA	NA	NA	NA	N
200407	Coastside County Water District	Half Moon Bay	Intermediate	2017	3.6	o	NA	N
200410	New Cingular Wireless PCS, LLC dba AT&T Mobility	Daly City	Intermediate	NA	NA	NA	NA	N
200429	Yotel - SF	San Francisco	Intermediate	2017	4.1	o	NA	Y
200438	162 Jefferson	Menlo Park	Intermediate	NA	NA	NA	NA	N
200441	KQED, Inc.	Brisbane	Intermediate	NA	NA	NA	NA	N
200446	Zayo Group, LLC	Martinez	Intermediate	NA	NA	NA	NA	N
200447	Adlai E. Stevenson House	Palo Alto	Intermediate	NA	NA	NA	NA	N
200457	EV 4225, LLC c/o CBRE, Inc.	Pleasanton	Intermediate	NA	NA	NA	NA	N
200462	Prologis	Oakland	Intermediate	NA	NA	NA	NA	Y
200466	Google LLC	Mountain View	Intermediate	NA	NA	NA	NA	N
200483	Frito-Lay, Inc.	San Jose	Intermediate	NA	NA	NA	NA	N
200492	Workday	Pleasanton	Intermediate	NA	NA	NA	NA	N
200493	CCSF - OCME	San Francisco	Intermediate	2017	3.8	o	NA	Y
200499	100 Acre Winery	Saint Helena	Intermediate	NA	NA	NA	NA	N
200500	Alta Waverly	Oakland	Intermediate	NA	NA	NA	NA	Y

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200501	Manganese Development LLC	Walnut Creek	Intermediate	NA	NA	NA	NA	N
200504	350 Bush	San Francisco	Intermediate	2017	9.9	0.01	NA	N
200512	City Of Oakland Public Works	Oakland	Intermediate	NA	NA	NA	NA	Y
200524	City of Oakland Public Works	Oakland	Intermediate	NA	NA	NA	NA	N
200549	Alameda County Fire Department #23	Hayward	Intermediate	NA	NA	NA	NA	N
200563	Toyota Research Institute	Los Altos	Intermediate	2018	4.3	0	NA	N
200581	Kenwood Vineyards Winery	Kenwood	Intermediate	NA	NA	NA	NA	N
200587	Castello di Amorosa	Calistoga	Intermediate	NA	NA	NA	NA	N
200601	GI ETS Shoreline LLC - 7000 Shoreline Ct	South San Francisco	Intermediate	2017	1.35	0	NA	Y
200602	City of Napa - Fire Station No. 5	Napa	Intermediate	2017	4.8	0	NA	N
200607	Dairyland Produce, LLC	Brisbane	Intermediate	NA	NA	NA	NA	N
200608	City of Menlo Park	Menlo Park	Intermediate	NA	NA	NA	NA	N
200623	Stonefire Apartments	Berkeley	Intermediate	2017	2.1	0	NA	N
200627	First Community Housing	San Jose	Intermediate	NA	NA	NA	NA	N
200629	The Austin Owners Association	San Francisco	Intermediate	2017	9.8	0	NA	N
200634	AvalonBay Communities, Inc.	Emeryville	Intermediate	2017	5.2	0	NA	N
200635	California Water Service Co	San Carlos	Intermediate	NA	NA	NA	NA	N
200646	EGP 5855 San Jose LLC	San Jose	Intermediate	NA	NA	NA	NA	N
200651	LMC 1640 Broadway Holdings, LP	Oakland	Intermediate	NA	NA	NA	NA	Y
200664	MTII LLC	Sunnyvale	Intermediate	2018	4.2	0	NA	N
200670	Biolog, Inc.	Hayward	Intermediate	NA	NA	NA	NA	Y
200678	Jackson Family Wines	Oakville	Intermediate	2017	9.9	0.9	NA	N
200679	Stanford Redwood City Operations	Redwood City	Intermediate	2018	7.8	0	NA	Y
200682	The Silverado Vineyard	Napa	Intermediate	NA	NA	NA	NA	N
200688	Raymond Vineyards & Cellars	Saint Helena	Intermediate	NA	NA	NA	NA	N
200693	Amtrak	Oakland	Intermediate	2023	0.54	0	NA	Y
200719	Federal Express - ZHAY	Hayward	Intermediate	NA	NA	NA	NA	Y
200730	Penske Logistics LLC- Union City	Union City	Intermediate	NA	NA	NA	NA	N

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200735	601 City Center LLC	Oakland	Intermediate	NA	NA	NA	NA	Y
200736	Galleron Residences, LLC	Saint Helena	Intermediate	NA	NA	NA	NA	N
200737	JC Paper Co.	Fremont	Intermediate	NA	NA	NA	NA	N
200741	425 Eccles	South San Francisco	Intermediate	NA	NA	NA	NA	Y
200746	Aubert Wines	Calistoga	Intermediate	NA	NA	NA	NA	N
200747	100 Independence	Menlo Park	Intermediate	NA	NA	NA	NA	N
200750	C & C Equipment Company	Novato	Intermediate	NA	NA	NA	NA	N
200758	Federal Realty Investment Trust	San Jose	Intermediate	NA	NA	NA	NA	N
200761	Contra Costa County Fire Station #6	Concord	Intermediate	NA	NA	NA	NA	N
200764	Bancross Development, LLC	Tiburon	Intermediate	NA	NA	NA	NA	N
200766	City of Concord	Concord	Intermediate	NA	NA	NA	NA	N
200777	Cupertino Sanitary District	Saratoga	Intermediate	NA	NA	NA	NA	N
200783	Prime Now LLC-USF4	Brisbane	Intermediate	2017	4.6	0	NA	N
200785	FN Cellars, LLC dba Far Niente Winery	Oakville	Intermediate	NA	NA	NA	NA	N
200786	Bit MacArthur Commons Investors, LLC	Oakland	Intermediate	NA	NA	NA	NA	Y
200794	Fire Station 57	San Rafael	Intermediate	NA	NA	NA	NA	N
200795	San Rafael Fire Department - Station 52	San Rafael	Intermediate	NA	NA	NA	NA	Y
200803	Dalla Valle Vineyards	Napa	Intermediate	NA	NA	NA	NA	N
200807	UC Block 3 Associates, LP	Union City	Intermediate	NA	NA	NA	NA	N
200812	ARINC Livermore	Livermore	Intermediate	NA	NA	NA	NA	N
200815	Water Emergency Transportation Authority	Alameda	Intermediate	NA	NA	NA	NA	Y
200818	McCarthy Blvd Chevron	Milpitas	Intermediate	NA	NA	NA	NA	N
200828	Peninsula Health Care District	Burlingame	Intermediate	NA	NA	NA	NA	N
200829	City Center Plaza Apartments	Oakland	Intermediate	NA	NA	NA	NA	Y
200845	IKEA	American Canyon	Intermediate	2018	0.7	0	NA	N
200847	City of Sunnyvale	Sunnyvale	Intermediate	NA	NA	NA	NA	N
200859	City of San Bruno	San Bruno	Intermediate	NA	NA	NA	NA	N

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200865	Lake Merritt Apartments dba Lake Merritt II Prsrvtn Ltd P'ship	Oakland	Intermediate	NA	NA	NA	NA	Y
200886	Britannia Pointe Grand, LP	South San Francisco	Intermediate	NA	NA	NA	NA	Y
200903	Center Street Parking Garage	Berkeley	Intermediate	NA	NA	NA	NA	N
200905	Wheeler Farms	Calistoga	Intermediate	NA	NA	NA	NA	N
200906	Sutter Home Winery, Inc.	Saint Helena	Intermediate	NA	NA	NA	NA	N
200915	Hillsdale Shopping Center- North Block	San Mateo	Intermediate	2018	2.3	0	NA	N
200947	SFO Millbrae, LLC d/b/a Aloft SFO	Millbrae	Intermediate	NA	NA	NA	NA	N
200949	HPE	Milpitas	Intermediate	NA	NA	NA	NA	N
200961	Town of Colma	Colma	Intermediate	NA	NA	NA	NA	N
200966	GSW Arena LLC	San Francisco	Intermediate	NA	NA	NA	NA	N
200987	Meritage Commons	Napa	Intermediate	NA	NA	NA	NA	N
201012	New Cingular Wireless PCS dba AT&T Mobility	San Jose	Intermediate	NA	NA	NA	NA	N
201031	Public Safety Complex - Police Services Building	Dublin	Intermediate	2019	9.9	0.9	NA	N
201049	Boehringer-Ingelheim, Fremont	Fremont	Intermediate	2020	3.7	0	NA	N
201056	San Francisco Municipal Transportation Agency	San Francisco	Intermediate	NA	NA	NA	NA	Y
201086	Roche Molecular Systems, Inc	Santa Clara	Intermediate	NA	NA	NA	NA	N
201090	Creekside Milpitas, LLC	Milpitas	Intermediate	NA	NA	NA	NA	N
201120	Pump Station 13	Greenbrae	Intermediate	NA	NA	NA	NA	N
201159	Holden of San Jose, LLC	San Jose	Intermediate	NA	NA	NA	NA	N
201166	Branagh Development	Oakland	Intermediate	NA	NA	NA	NA	Y
201179	DPIF2 CA 23 Goodrick Avenue, LLC	Richmond	Intermediate	NA	NA	NA	NA	Y
201220	ARCO Facility #07034	Antioch	Intermediate	NA	NA	NA	NA	Y
201246	Amazon.com Services LLC - SCA3	Richmond	Intermediate	2024	1.5	0	NA	Y
201247	CADE at 13th Vineyard	Angwin	Intermediate	2020	9.9	0.9	NA	N
201289	Meyer Corporation	Fairfield	Intermediate	2019	9.9	0.01	NA	Y
201310	Verizon Wireless - Hwy 152 Santa Teresa	Gilroy	Intermediate	NA	NA	NA	NA	N
201314	Theorem Winery	Calistoga	Intermediate	2018	9.9	0	NA	N

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201316	Hundred Acre Wine Group - St. Helena	Saint Helena	Intermediate	2019	9.9	0	NA	N
201340	Sangamo Therapeutics, Inc.	Brisbane	Intermediate	NA	NA	NA	NA	N
201342	San Anselmo Police Department	San Anselmo	Intermediate	NA	NA	NA	NA	N
201377	Broadway-Webster Medical Plaza	Oakland	Intermediate	NA	NA	NA	NA	Y
201382	4401 - 4457 Park Rd.	Benicia	Intermediate	NA	NA	NA	NA	N
201399	ARCO Laurel and Empire	Oakley	Intermediate	NA	NA	NA	NA	N
201406	Residence Inn Berkeley	Berkeley	Intermediate	2021	2.7	0	NA	N
201418	Toshiba	San Jose	Intermediate	NA	NA	NA	NA	N
201419	East Bay Regional Park District	Oakland	Intermediate	NA	NA	NA	NA	N
201422	ALOM Diesel Packaged Pump House	Fremont	Intermediate	NA	NA	NA	NA	N
201428	Alviso Storm Pump Station	San Jose	Intermediate	2018	1.2	0	NA	N
201462	Biomed Realty Gateway of Pacific	South San Francisco	Intermediate	2018	7.1	0.01	NA	Y
201480	Atria Park of San Mateo	San Mateo	Intermediate	NA	NA	NA	NA	N
201482	City of Palo Alto (Fire Station #3)	Palo Alto	Intermediate	NA	NA	NA	NA	N
201498	Pacific Commons Industrial	Fremont	Intermediate	NA	NA	NA	NA	N
201499	Google LLC	Mountain View	Intermediate	NA	NA	NA	NA	N
201502	ABB/Con-Cise Optical Group LLC	Alameda	Intermediate	NA	NA	NA	NA	N
201503	UC Davis Oakville Station	Napa	Intermediate	2019	9.9	0.01	NA	N
201505	ARCO Facility #07041	Concord	Intermediate	NA	NA	NA	NA	Y
201511	Bay Area Rapid Transit	Oakland	Intermediate	2018	2.9	0	NA	Y
201512	Prologis	Oakland	Intermediate	NA	NA	NA	NA	Y
201515	Contra Costa County	Martinez	Intermediate	NA	NA	NA	NA	N
201517	South County Yard	San Martin	Intermediate	NA	NA	NA	NA	Y
201532	Apple, Inc.	Sunnyvale	Intermediate	NA	NA	NA	NA	N
201537	Summerfield Healthcare Center	Santa Rosa	Intermediate	NA	NA	NA	NA	N
201544	Contra Costa County Fire District	Lafayette	Intermediate	NA	NA	NA	NA	N
201549	4880 El Camino Homeowners Association	Los Altos	Intermediate	NA	NA	NA	NA	N
201551	CZI Headquarters	Redwood City	Intermediate	NA	NA	NA	NA	Y

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201552	Watermark at Napa Senior Living	Napa	Intermediate	NA	NA	NA	NA	N
201553	Verizon Wireless - Mulford Gardens	San Leandro	Intermediate	NA	NA	NA	NA	Y
201554	CAP Tranche 2, LLC- G4	San Jose	Intermediate	NA	NA	NA	NA	N
201559	Odyssey Propco II LLC	Santa Clara	Intermediate	NA	NA	NA	NA	N
201563	City and County of San Francisco	San Francisco	Intermediate	NA	NA	NA	NA	Y
201590	Holland Partner Group	Oakland	Intermediate	NA	NA	NA	NA	Y
201591	Vocera Communications	San Jose	Intermediate	NA	NA	NA	NA	N
201592	Living Spaces San Jose	San Jose	Intermediate	NA	NA	NA	NA	N
201595	California Water Services	Woodside	Intermediate	NA	NA	NA	NA	N
201596	Safeway Fuel Center #2874 - Hercules	Hercules	Intermediate	NA	NA	NA	NA	Y
201604	Bennett Residence	Napa	Intermediate	NA	NA	NA	NA	N
201605	Duffy's Napa Valley Rehab	Calistoga	Intermediate	2019	9.9	0.01	NA	N
201610	Alameda County Community Food Bank	Oakland	Intermediate	NA	NA	NA	NA	Y
201621	Google LLC	San Jose	Intermediate	NA	NA	NA	NA	N
201626	Meta Platforms, Inc. - FRE-122	Fremont	Intermediate	NA	NA	NA	NA	N
201628	Rigetti Computing	Berkeley	Intermediate	2019	3	0	NA	N
201630	Pacific Commons Owner LP	Fremont	Intermediate	NA	NA	NA	NA	N
201631	Pacific Commons Owner LP	Fremont	Intermediate	NA	NA	NA	NA	N
201637	Westcore CG Solano,LLC	Fairfield	Intermediate	NA	NA	NA	NA	Y
201646	Orchard Partners	American Canyon	Intermediate	NA	NA	NA	NA	N
201659	Google LLC	Mountain View	Intermediate	NA	NA	NA	NA	N
201660	Schmitt & Company	Calistoga	Intermediate	NA	NA	NA	NA	N
201662	Delaney Park Storm Drain - Emergency Generator	Oakley	Intermediate	NA	NA	NA	NA	N
201670	San Pablo Hotel Associates	Oakland	Intermediate	NA	NA	NA	NA	Y
201679	Santa Rosa Junior College	Santa Rosa	Intermediate	2019	9.9	0	NA	N
201683	Shafer Residence	Napa	Intermediate	NA	NA	NA	NA	N
201689	TA Oakland Road, LP	San Jose	Intermediate	NA	NA	NA	NA	Y
201691	California Water Service	Los Altos	Intermediate	NA	NA	NA	NA	N

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201692	DL Falk Construction/City of Livermore	Livermore	Intermediate	NA	NA	NA	NA	N
201695	MCM Diversified	San Jose	Intermediate	NA	NA	NA	NA	N
201700	City of Millbrae	Millbrae	Intermediate	NA	NA	NA	NA	N
201708	VERDI 1457	Palo Alto	Intermediate	NA	NA	NA	NA	N
201712	123 New Place	Hillsborough	Intermediate	NA	NA	NA	NA	N
201721	Mei Lun Yuen, Inc.	San Francisco	Intermediate	NA	NA	NA	NA	N
201722	Caymus Vineyards	St. Helena	Intermediate	NA	NA	NA	NA	N
201731	Eleanor Apartments (Milpitas)	Milpitas	Intermediate	NA	NA	NA	NA	N
201735	San Rafael Public Safety Center	San Rafael	Intermediate	2019	9.9	0.01	NA	N
201744	Anton Milpitas 730	Milpitas	Intermediate	NA	NA	NA	NA	N
201746	HPE Milpitas	Milpitas	Intermediate	NA	NA	NA	NA	N
201747	Arroyo Green	Redwood City	Intermediate	NA	NA	NA	NA	Y
201748	Workday	Pleasanton	Intermediate	NA	NA	NA	NA	N
201750	FPC Builders, Inc.	San Francisco	Intermediate	NA	NA	NA	NA	Y
201751	MPS Station 120	San Carlos	Intermediate	NA	NA	NA	NA	N
201755	Hourglass Winery	Calistoga	Intermediate	2019	9.9	0.9	NA	N
201756	Towers at Great America	Santa Clara	Intermediate	NA	NA	NA	NA	N
201764	Brink's U.S.	Oakland	Intermediate	NA	NA	NA	NA	Y
201769	Amazon.com Service, LLC - DSJ6	Hayward	Intermediate	NA	NA	NA	NA	Y
201771	Contra Costa County Fire Protection District	San Pablo	Intermediate	NA	NA	NA	NA	Y
201773	New Laboratory	Hayward	Intermediate	NA	NA	NA	NA	Y
201780	Pope Valley Winery	Pope Valley	Intermediate	NA	NA	NA	NA	N
201781	Ric Forman Residence	St. Helena	Intermediate	2019	9.9	0.9	NA	N
201783	2000 Marina LLC	San Leandro	Intermediate	NA	NA	NA	NA	Y
201791	@ Central Property Owner, LLC	Santa Clara	Intermediate	NA	NA	NA	NA	N
201793	Santa Clara Valley Transportation Authority	San Jose	Intermediate	2019	9.9	0.9	NA	N
201796	Prologis 6 Livermore	Livermore	Intermediate	2019	0.28	0	NA	N
201800	City of Palo Alto	Palo Alto	Intermediate	2022	2.8	0	0.01	N

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201805	San Francisco Animal Care & Control	San Francisco	Intermediate	NA	NA	NA	NA	Y
201814	California Water Service [LAS Station 14]	Los Altos	Intermediate	NA	NA	NA	NA	N
201823	Prologis	San Leandro	Intermediate	NA	NA	NA	NA	Y
201826	Treasure Island Development Authority	Yerba Buena	Intermediate	NA	NA	NA	NA	Y
201834	Harmonic, Inc.	San Jose	Intermediate	NA	NA	NA	NA	N
201838	DSRSD - Field Operations Facility	Pleasanton	Intermediate	NA	NA	NA	NA	N
201839	Denniston WTP & PS	Moss Beach	Intermediate	NA	NA	NA	NA	N
201844	Amazon.com Services LLC - DCX5	San Jose	Intermediate	NA	NA	NA	NA	Y
201851	MILTENYI BIOTEC	San Jose	Intermediate	2020	2.3	0	NA	N
201869	MacArthur Place Hotel	Sonoma	Intermediate	NA	NA	NA	NA	N
201870	Adobe North Tower	San Jose	Intermediate	NA	NA	NA	NA	N
201873	Pelican Inn	Muir Beach	Intermediate	NA	NA	NA	NA	N
201875	1 Thorndale Drive, San Rafael, Ca	San Rafael	Intermediate	NA	NA	NA	NA	N
201882	ARE-San Francisco No. 65, LLC	South San Francisco	Intermediate	2020	0.57	0	NA	Y
201895	CellCarta Fremont, LLC	Fremont	Intermediate	NA	NA	NA	NA	N
201897	Viamonte Senior Living 1, Inc.	Walnut Creek	Intermediate	2020	7.1	0	NA	N
201900	FM Industries, Inc.	Fremont	Intermediate	NA	NA	NA	NA	N
201911	CATALYST PARKING STRUCTURE A	Sunnyvale	Intermediate	NA	NA	NA	NA	N
201913	The Mark at Berkeley, LLC	Berkeley	Intermediate	NA	NA	NA	NA	N
201927	CALIFORNIA WATER SERVICE COMPANY [BG STATION 6]	Portola Valley	Intermediate	NA	NA	NA	NA	N
201928	California Water Service Company [MPS Station 27]	San Mateo	Intermediate	NA	NA	NA	NA	N
201935	Napa Logistics Park Building 4	American Canyon	Intermediate	NA	NA	NA	NA	N
201937	Rivers Marie Winery	Calistoga	Intermediate	2020	9.9	0.9	NA	N
201939	Red Hawk Vineyards	Pope Valley	Intermediate	2020	9.9	0.9	NA	N
201940	Toyon Farm	Napa	Intermediate	NA	NA	NA	NA	N
201941	Rutherford Grill	Napa	Intermediate	NA	NA	NA	NA	N
201944	Pine Ridge Winery	Napa	Intermediate	NA	NA	NA	NA	N

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201954	Harlan Estate Winery	Napa	Intermediate	NA	NA	NA	NA	N
201962	San Rafael Sanitation District - South San Francisco Pump Station	San Rafael	Intermediate	NA	NA	NA	NA	Y
201964	Terreno Morton LLC	Newark	Intermediate	2023	0.57	0	NA	N
201969	Verizon Wireless Site - Hwy 80 University	Berkeley	Intermediate	NA	NA	NA	NA	N
201970	Fresenius Kidney Care	Oakland	Intermediate	NA	NA	NA	NA	Y
201973	IGM Biosciences	Mountain View	Intermediate	NA	NA	NA	NA	N
201977	Oliver's Market	Santa Rosa	Intermediate	NA	NA	NA	NA	N
201978	Storybook Mountain Vineyards	Calistoga	Intermediate	NA	NA	NA	NA	N
201980	Legoland Discovery Center, Bay Area	Milpitas	Intermediate	NA	NA	NA	NA	N
201985	Friedman's Home Improvement	Sonoma	Intermediate	NA	NA	NA	NA	N
201987	County of Sonoma	Santa Rosa	Intermediate	NA	NA	NA	NA	N
201990	Gamble Residence	Saint Helena	Intermediate	NA	NA	NA	NA	N
201994	Hilton Garden Inn (Westlake SJH, LLC)	San Jose	Intermediate	NA	NA	NA	NA	N
201998	Spring Fertility Clinic	Sunnyvale	Intermediate	NA	NA	NA	NA	N
202000	City of Rohnert Park Fire Station #3	Rohnert Park	Intermediate	NA	NA	NA	NA	N
202001	ByteDance - Coleman Highline	San Jose	Intermediate	NA	NA	NA	NA	N
202007	California Water Service Company	San Mateo	Intermediate	NA	NA	NA	NA	N
202013	Poetry Inn	Napa	Intermediate	NA	NA	NA	NA	N
202015	Holiday Inn Express & Suites San Jose Airport	San Jose	Intermediate	NA	NA	NA	NA	N
202021	BART Berryessa Station	San Jose	Intermediate	2016	9.9	0.9	NA	N
202024	County of Sonoma - Petaluma	Petaluma	Intermediate	NA	NA	NA	NA	N
202030	California Water Service LAS Station 34	Cupertino	Intermediate	NA	NA	NA	NA	N
202035	Rudd Vineyards LLC	Napa	Intermediate	NA	NA	NA	NA	N
202045	Aperio Group	Sausalito	Intermediate	NA	NA	NA	NA	N
202047	Humane Society of Sonoma County	Santa Rosa	Intermediate	NA	NA	NA	NA	N
202048	Safeway Fuel Center #2776	San Jose	Intermediate	NA	NA	NA	NA	Y
202052	14390 Washington	San Leandro	Intermediate	NA	NA	NA	NA	Y
202053	Stag's Leap Wine Cellars	Saint Helena	Intermediate	NA	NA	NA	NA	N

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202055	Fire Boat Station 35	San Francisco	Intermediate	NA	NA	NA	NA	Y
202064	T-Mobile West, LLC - SF70430M	Fairfield	Intermediate	NA	NA	NA	NA	N
202066	T-Mobile West, LLC - SF13073B-HN	Woodside	Intermediate	NA	NA	NA	NA	N
202069	Williams Road Developer, LLC - MorningStar West Valley	San Jose	Intermediate	NA	NA	NA	NA	N
202071	Westlake Urban Building	San Mateo	Intermediate	2020	3.6	0	NA	N
202073	T-Mobile - BA02023A-HN	Oakland	Intermediate	NA	NA	NA	NA	N
202081	Google, Inc.	Palo Alto	Intermediate	2020	1.4	0	NA	N
202099	Abcam	Fremont	Intermediate	NA	NA	NA	NA	N
202100	Itkin Residence	Calistoga	Intermediate	NA	NA	NA	NA	N
202107	Sagebrook Senior Living	San Francisco	Intermediate	NA	NA	NA	NA	N
202111	Circle K - Napa Junction	American Canyon	Intermediate	2021	6.8	0.04	NA	N
202114	2000 Sierra Point Parkway	Brisbane	Intermediate	NA	NA	NA	NA	Y
202119	PATC 1810 Embarcadero	Palo Alto	Intermediate	2021	3.7	0	NA	N
202127	T-Mobile - BA00365A-HN	Vallejo	Intermediate	NA	NA	NA	NA	Y
202131	Harrison Holdings LLC	Sausalito	Intermediate	NA	NA	NA	NA	N
202136	BCDPF Bay Area Commerce Center Lease Management LLC	Livermore	Intermediate	2022	0.3	0	NA	N
202138	Amazon.com Services LLC - DFO2	Oakley	Intermediate	NA	NA	NA	NA	Y
202142	200 Park	San Jose	Intermediate	NA	NA	NA	NA	N
202143	Novato CA Real Estate, LLC	Novato	Intermediate	NA	NA	NA	NA	N
202159	The Graham Apartments	Milpitas	Intermediate	NA	NA	NA	NA	N
202163	Bionova Scientific Inc.	Fremont	Intermediate	2023	0.74	0	0.37	N
202178	IF - 85th	Oakland	Intermediate	2021	9.9	0	NA	Y
202179	Schoendorf Residence	St. Helena	Intermediate	NA	NA	NA	NA	N
202180	2012 Berkeley Way	Berkeley	Intermediate	NA	NA	NA	NA	N
202183	ASUS	Fremont	Intermediate	NA	NA	NA	NA	N
202191	BA2 300 Lakeside LLC	Oakland	Intermediate	NA	NA	NA	NA	Y
202196	ATUM Bio	Newark	Intermediate	NA	NA	NA	NA	N
202203	B Cellars Winery	Napa	Intermediate	2022	5.4	0	NA	N

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202210	Hayward Area Senior Center	Hayward	Intermediate	NA	NA	NA	NA	N
202214	TMT Las Positas Industrial, Inc. c/o CBRE Inc.	Livermore	Intermediate	NA	NA	NA	NA	N
202217	City of Santa Rosa - Sewer Lift Station #1	Santa Rosa	Intermediate	2021	7.9	0	NA	N
202220	SpectraSite Communications, LLC	Napa	Intermediate	NA	NA	NA	NA	N
202223	American Tower [8556] - Brentwood Oakley	Antioch	Intermediate	NA	NA	NA	NA	N
202225	American Tower [414615] - La Honda	La Honda	Intermediate	NA	NA	NA	NA	N
202233	AC Hotel, San Rafael	San Rafael	Intermediate	NA	NA	NA	NA	N
202235	241 East Harris Office & Spec Lab	South San Francisco	Intermediate	NA	NA	NA	NA	Y
202237	American Tower - PITTSBURG RELOCATION CA	Pittsburg	Intermediate	NA	NA	NA	NA	Y
202248	Berkeley CA Real Estate, LLC	Berkeley	Intermediate	NA	NA	NA	NA	Y
202269	Burlingame Community Center	Burlingame	Intermediate	NA	NA	NA	NA	N
202278	Santa Rosa Veterans Memorial Building	Santa Rosa	Intermediate	NA	NA	NA	NA	N
202288	Carquinez Bridge Toll Plaza/Caltrans	Vallejo	Intermediate	NA	NA	NA	NA	Y
202294	Duckhorn Vineyards	St. Helena	Intermediate	NA	NA	NA	NA	N
202302	American Tower 301251	Albany	Intermediate	NA	NA	NA	NA	N
202305	Guardant - East Bay	Union City	Intermediate	NA	NA	NA	NA	N
202312	Fire Station #25 San Mateo	San Mateo	Intermediate	NA	NA	NA	NA	N
202313	Eyelliance Eye Center	Napa	Intermediate	NA	NA	NA	NA	N
202316	Wine Service Cooperative - Napa 1 Facility	Napa	Intermediate	NA	NA	NA	NA	N
202317	Wine Service Cooperative - St. Helena Warehouse	St. Helena	Intermediate	NA	NA	NA	NA	N
202327	Longfellow Real Estate Partners	Palo Alto	Intermediate	2023	2.9	0	NA	N
202328	Napa Vault	Napa	Intermediate	NA	NA	NA	NA	N
202330	Linkedin Corporation	Sunnyvale	Intermediate	NA	NA	NA	NA	N
202333	300 Utah Avenue	South San Francisco	Intermediate	NA	NA	NA	NA	Y
202335	Ehlers Estate Winery	St. Helena	Intermediate	NA	NA	NA	NA	N
202340	Golden Brands, East Bay	Richmond	Intermediate	NA	NA	NA	NA	Y
202361	Charles M. Schulz - Sonoma County Airport	Santa Rosa	Intermediate	2022	0.47	0	0	N

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202362	CCSF - MUB(Multi-Use Building)	San Francisco	Intermediate	NA	NA	NA	NA	N
202363	Market Street Development	San Pablo	Intermediate	2021	1.7	0	NA	Y
202364	The Emery (500 Apartments & Retail)	Emeryville	Intermediate	2022	1.7	0	NA	Y
202367	Element Hotel San Jose	San Jose	Intermediate	NA	NA	NA	NA	N
202368	Genentech, Inc.	South San Francisco	Intermediate	NA	NA	NA	NA	Y
202375	WWCMC	Glen Ellen	Intermediate	2023	9.9	0	NA	N
202380	Jefferson Street Hotel LLC	Oakland	Intermediate	2022	9.7	0	NA	Y
202384	Tenaya Therapeutics	Union City	Intermediate	NA	NA	NA	NA	N
202386	Frontage Labs	Hayward	Intermediate	NA	NA	NA	NA	Y
202404	Spinetta Family Law Center	Martinez	Intermediate	NA	NA	NA	NA	N
202413	City Hall	American Canyon	Intermediate	NA	NA	NA	NA	N
202418	Stevens Creek Phase II	Santa Clara	Intermediate	NA	NA	NA	NA	N
202428	Northgate Sanitary Pump Station	San Francisco	Intermediate	NA	NA	NA	NA	Y
202430	Landmark Vineyards	Kenwood	Intermediate	NA	NA	NA	NA	N
202433	Bruton Sanitary Pump Station (4th St Sewer Pump Station)	San Francisco	Intermediate	NA	NA	NA	NA	Y
202434	Fire Station 86	Bay Point	Intermediate	NA	NA	NA	NA	Y
202441	Bryant Family Vineyards	St. Helena	Intermediate	NA	NA	NA	NA	N
202447	Belmont Village Los Gatos	San Jose	Intermediate	NA	NA	NA	NA	N
202450	1304 El Camino Real Apartments	Redwood City	Intermediate	2022	1.7	0	NA	Y
202453	AUXILARY WATER SUPPLY SYSTEM PUMPING STATION #2	San Francisco	Intermediate	2022	9.9	0	NA	N
202454	Eat Just - Tenant Improvement	Alameda	Intermediate	2022	0.47	0	NA	N
202461	Bionova Scientific, Inc.	Fremont	Intermediate	NA	NA	NA	NA	N
202465	Public Storage	Cupertino	Intermediate	NA	NA	NA	NA	N
202466	Butterfield Tech Park	Morgan Hill	Intermediate	NA	NA	NA	NA	N
202469	Gideon	Milpitas	Intermediate	NA	NA	NA	NA	N
202478	Spirit Rock Meditation Center	Woodacre	Intermediate	2021	9.9	0	NA	N

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202480	Bridge Point Silicon Valley	Milpitas	Intermediate	NA	NA	NA	NA	N
202494	Parkridge Sanitary Sewer Pump Station	Oakland	Intermediate	NA	NA	NA	NA	N
202496	Avirmax, Inc.	Hayward	Intermediate	NA	NA	NA	NA	Y
202497	Rick Ali Residence	Calistoga	Intermediate	NA	NA	NA	NA	N
202501	Cade Estate Winery	Angwin	Intermediate	NA	NA	NA	NA	N
202516	The Tower Association	San Mateo	Intermediate	NA	NA	NA	NA	N
202530	Heritage on the Marina	San Francisco	Intermediate	NA	NA	NA	NA	N
202532	1600 Harbor Bay Parkway	Alameda	Intermediate	2022	0.37	0	NA	Y
202536	Iron Mountain	San Francisco	Intermediate	NA	NA	NA	NA	Y
202537	PV LSR Cabot, LLC	South San Francisco	Intermediate	NA	NA	NA	NA	Y
202551	Amazon.com Services LLC - DFO3	Livermore	Intermediate	2023	0.32	0	NA	N
202559	Freewire Technologies Inc	Newark	Intermediate	NA	NA	NA	NA	N
202563	Valley Booster Pump Station	Pleasanton	Intermediate	NA	NA	NA	NA	N
202565	Juliana Water	Pope Valley	Intermediate	NA	NA	NA	NA	N
202583	Ultragenyx Pharmaceuticals, Inc	Novato	Intermediate	2022	9.5	0.01	NA	N
202586	Bonness Ranch	Sonoma	Intermediate	2022	9.9	0	NA	N
202591	10X Genomics	Pleasanton	Intermediate	2022	1.4	0	0	N
202592	Ascend Clinical LLC	Sunnyvale	Intermediate	2022	2.1	0	NA	N
202605	Sonoma Hills Farm	Petaluma	Intermediate	NA	NA	NA	NA	N
202613	Pad D Fire Supression System	East Palo Alto	Intermediate	NA	NA	NA	NA	Y
202621	Pro-Form Manufacturing, LLC	Benicia	Intermediate	NA	NA	NA	NA	N
202624	Agrihood Senior Housing	Santa Clara	Intermediate	NA	NA	NA	NA	N
202627	Johnson & Johnson (Auris Monarch)	San Jose	Intermediate	NA	NA	NA	NA	N
202631	1150 Terra Bella	Mountain View	Intermediate	2022	2.3	0	NA	N
202632	1350 South Loop Road	Alameda	Intermediate	NA	NA	NA	NA	Y
202635	1501 Harbor Bay Parkway	Alameda	Intermediate	NA	NA	NA	NA	N
202646	Oakland 11	Oakland	Intermediate	2022	0.86	0	NA	Y
202649	Bret Harte Center	San Rafael	Intermediate	2022	1.4	0	NA	N

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202655	3200 N. 1st St. (NIO)	San Jose	Intermediate	NA	NA	NA	NA	N
202660	Peninsula Innovation Point	Burlingame	Intermediate	2022	0.79	0	NA	N
202661	Iron Ox GH1X	Gilroy	Intermediate	2022	0.82	0	NA	N
202677	Scribe Therapeutics	Alameda	Intermediate	NA	NA	NA	NA	N
202695	Synthego Corporation	Redwood City	Intermediate	2022	0.45	0	NA	Y
202718	Extra Space Storage	Alameda	Intermediate	2022	0.82	0	NA	Y
202749	Vaxart, Inc.	South San Francisco	Intermediate	2022	0.52	0	NA	Y
202759	BRE-BMR 5555 Hollis Street LP	Emeryville	Intermediate	2023	0.68	0	0	N
202766	Sonoma Valley Unified School District Office	Sonoma	Intermediate	2022	1.2	0	NA	N
202780	Nkarta, Inc.	South San Francisco	Intermediate	2022	1.3	0	NA	Y
202800	City of Alameda	Alameda	Intermediate	2023	2	0	NA	N
202803	GI ETS Hayward LLC	Hayward	Intermediate	2022	0.79	0	NA	Y
202812	Fire Station 55	San Rafael	Intermediate	2023	2.3	0	NA	N
202826	Fire Station 54	San Rafael	Intermediate	2022	2.2	0	NA	Y
202838	Kilroy Oyster Point Phase 1D	South San Francisco	Intermediate	NA	NA	NA	NA	N
202843	999 Baker Way	San Mateo	Intermediate	2023	9.9	0	NA	N
202870	SJW Mann Station	Cupertino	Intermediate	2023	2.7	0	NA	N
202878	1173 Coleman Avenue (B3)	San Jose	Intermediate	2023	2.3	0	NA	N
202895	Brentwood Monopole - BA61730S	Brentwood	Intermediate	NA	NA	NA	NA	N
202900	T-Mobile - BA62062S	Fremont	Intermediate	2023	0.29	0	NA	N
202919	Zoox Inc	Fremont	Intermediate	2022	9.9	0	NA	N
202931	Napa Ranch	Sonoma	Intermediate	2023	9.9	0	NA	N
202941	Amador Bioscience	Pleasanton	Intermediate	2023	9.9	0	NA	N
202965	AT&T - FA10088156 - Hwy 101 - Lincoln	San Rafael	Intermediate	2023	0.37	0	NA	N
202974	24493 Clawiter Road	Hayward	Intermediate	2023	0.14	0	NA	Y
203064	Sleepy Hollow Elementary School	Orinda	Intermediate	2023	9.9	0	NA	N

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203143	Amazon.com Services - DSF8	Richmond	Intermediate	2023	1.4	0	NA	Y
203164	Hampton Inn and Suites	San Mateo	Intermediate	2023	1.9	0	NA	N
203182	YWCA Apartments Inc	San Francisco	Intermediate	NA	NA	NA	NA	N
203191	Skywalker Sound	Nicasio	Intermediate	NA	NA	NA	NA	N
203199	AbbVie, Inc.	South San Francisco	Intermediate	NA	NA	NA	NA	N
203201	Comfort Inn By the Bay	San Francisco	Intermediate	NA	NA	NA	NA	N
203293	Reverie II Winery	St. Helena	Intermediate	2023	9.9	0	NA	N
203411	7601 Dumbarton	Fremont	Intermediate	NA	NA	NA	NA	N
210636	Constellations Brands U.S. Operations, Inc. dba Robert Mondavi Wi	Oakville	Intermediate	NA	NA	NA	NA	N
211342	BCSP Hollis Property LLC	Emeryville	Intermediate	NA	NA	NA	NA	N
211347	Markham Vineyards	Saint Helena	Intermediate	NA	NA	NA	NA	N
212447	Honig Vineyard & Winery	Napa	Intermediate	2023	9.9	0	NA	N
212661	Dominus Estate Corp.	Yountville	Intermediate	NA	NA	NA	NA	N
201697	Alameda Municipal Power	Alameda	Intermediate	NA	NA	NA	NA	N



Toxic Air Contaminant Control Annual Report

Board of Directors Meeting

June 4, 2025

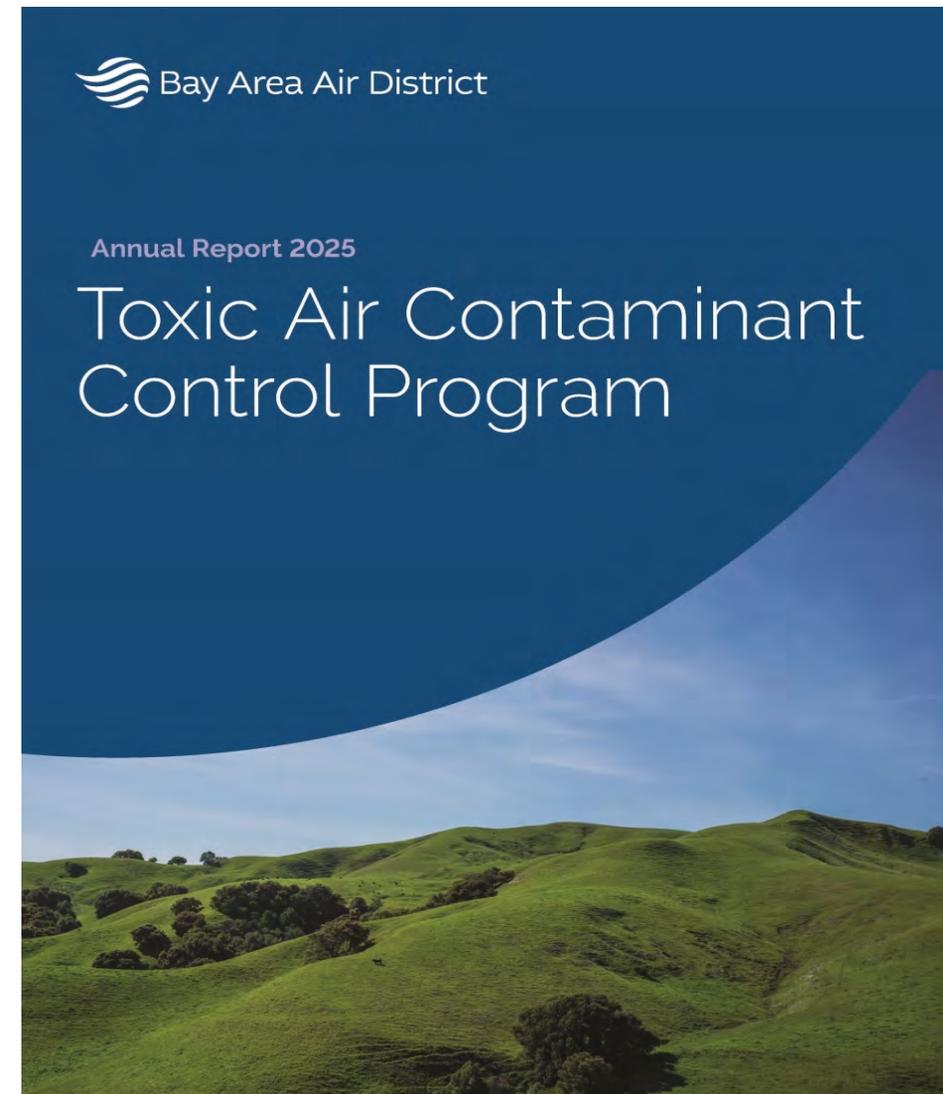
Ariana Husain
Manager
Engineering

Presentation Outline

- Introduction and Purpose of Report
- Overview of Toxic Control Initiatives
- Air Toxic Programs
 - Air Toxics New Source Review
 - Facility Risk Reduction Programs
 - Air Toxics Emissions Inventory
 - Air Toxics Ambient Air Monitoring
 - Community Health Protection Programs
- Conclusions
- Acknowledgments

Introduction and Purpose of Report

- Fulfills mandatory reporting requirements under Assembly Bill (AB) 2588 Air Toxics Hot Spots Program (CA Health & Safety Code 44363)
- Provides consolidated, updated information on all Air District toxics air contaminant control programs



What are Air Toxics?

Definition: Pollutants known/suspected to cause cancer or serious health effects

Differs from Criteria Pollutants:

- No national ambient standards (unlike ozone, particulate matter, carbon monoxide, nitrogen oxides, sulfur dioxide, and lead)
- Primarily local impacts near emission sources

Key Examples:

- Industrial chemicals: Benzene, hexavalent chromium, formaldehyde
- Diesel particulate matter (DPM) (major toxic driver in California)

Regulatory Approach:

- Risk-based assessment and control technology requirements
- Source-specific toxic rules
- AB 617 provides community monitoring and emission reduction focus that includes toxics

Overview of Toxic Control Initiatives

- **Air Toxics New Source Review** – Preconstruction evaluation for new or modified sources emitting toxic air contaminants
- **Facility Risk Reduction Programs** – Identification, assessment, and mitigation of health risks for existing facilities
- **Air District Toxic Control Regulations** – Regulations to control toxic emissions from local sources
- **Air Toxics Emissions Inventory** – Identification and reporting of toxic air contaminants from permitted facilities
- **Air Toxics Ambient Air Monitoring** – Assessment of concentrations through fixed monitoring stations and targeted studies including mobile monitoring campaigns
- **Community Health Protection Programs** – Targeted initiatives to reduce air quality disparities and improve health outcomes

Air Toxics New Source Review

- **Background:** Established in 1987, the Air Toxics New Source Review (NSR) Program has evolved through multiple significant updates (2001-2021) to strengthen toxic air contaminant management.
- **Program Implementation:** Completed 235 health risk assessments (HRA) in 2024-2025, with 22% in overburdened communities (OBC).

	HRAs Received	HRAs Completed	Projects in OBC	Percentage of Completed Projects in OBC	Site-wide Projects	Percentage of Completed Site-wide Projects
2024 Quarter 2 (April - June)	61	64	15	23%	39	61%
2024 Quarter 3 (July - September)	56	69	20	29%	44	64%
2024 Quarter 4 (October - December)	69	56	3	5%	8	14%
2025 Quarter 1 (January - March)	70	46	14	30%	26	57%
Total	256	235	52	22%	117	50%

Facility Risk Reduction Programs

Air Toxics Hot Spots Program

Overview: Identify and reduce toxic air emissions from facilities with locally elevated health impacts.

Status Update:

- Reported 2023 toxic emissions to California Air Resources Board (CARB)
- Finalized 2023 toxic emissions inventory and updated Facility Toxic Emission and Prioritization Tool
 - **What is Prioritization?** A screening methodology to rank facilities based on the quantity and toxicity of emissions and the proximity to nearby populations
- Based on 2023 inventory, the Air District has identified 764 high priority facilities
- Verified all facilities with completed HRA were below public notification thresholds.

Facility Risk Reduction Programs (Cont.)

Regulation 11, Rule 18

Overview: Reduce health risks from existing facilities

Status Update:

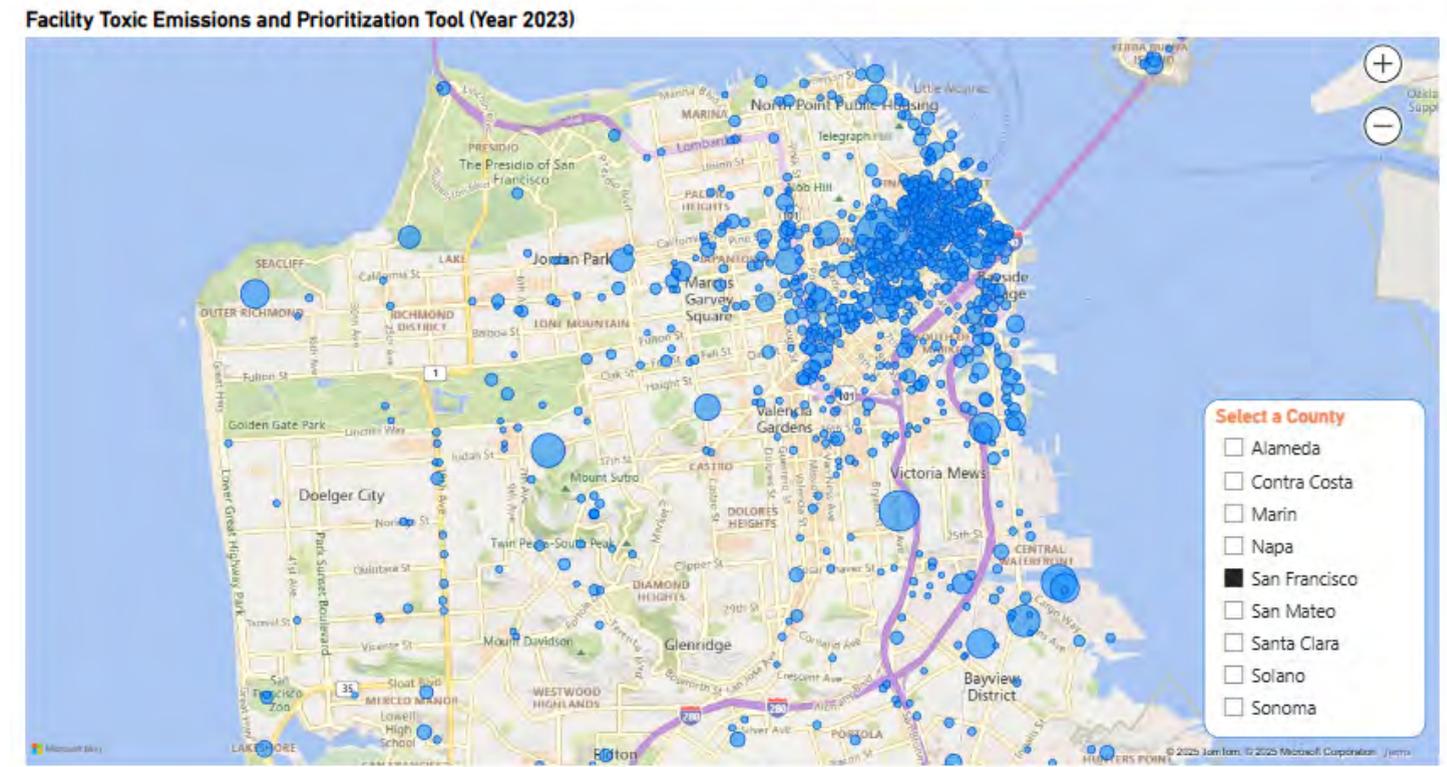
- Completed toxic emissions inventory review for multiple facilities
- Completed HRA modeling protocol for Chevron (March 2025)
- Amended rule language anticipated within the next year

Air Toxics Emissions Inventory

- The Air District maintains a database of permitted and registered facilities in the Bay Area and their associated air toxics emissions
- Air toxics emissions are updated annually and posted on the Air District website for public access
- Under AB 617, the Air District develops community-scale emissions inventories that include air toxics emissions estimates for stationary and mobile sources
- Air District emissions inventories support rule development, air quality modeling applications, enforcement actions, and monitoring efforts
- Under the strategic plan, preliminary regional air toxics inventory that includes area and mobile sources will be available in September 2026.

Air Toxics Emissions Inventory (cont.)

- In 2024, the Air District created the web-based Facility Toxic Emissions and Prioritization Tool for permitted sources
- This interactive map helps members of the public identify air toxics sources in their communities
- Facilities are displayed as bubbles that are sized according to their prioritization score (relative to other facilities shown on the map)



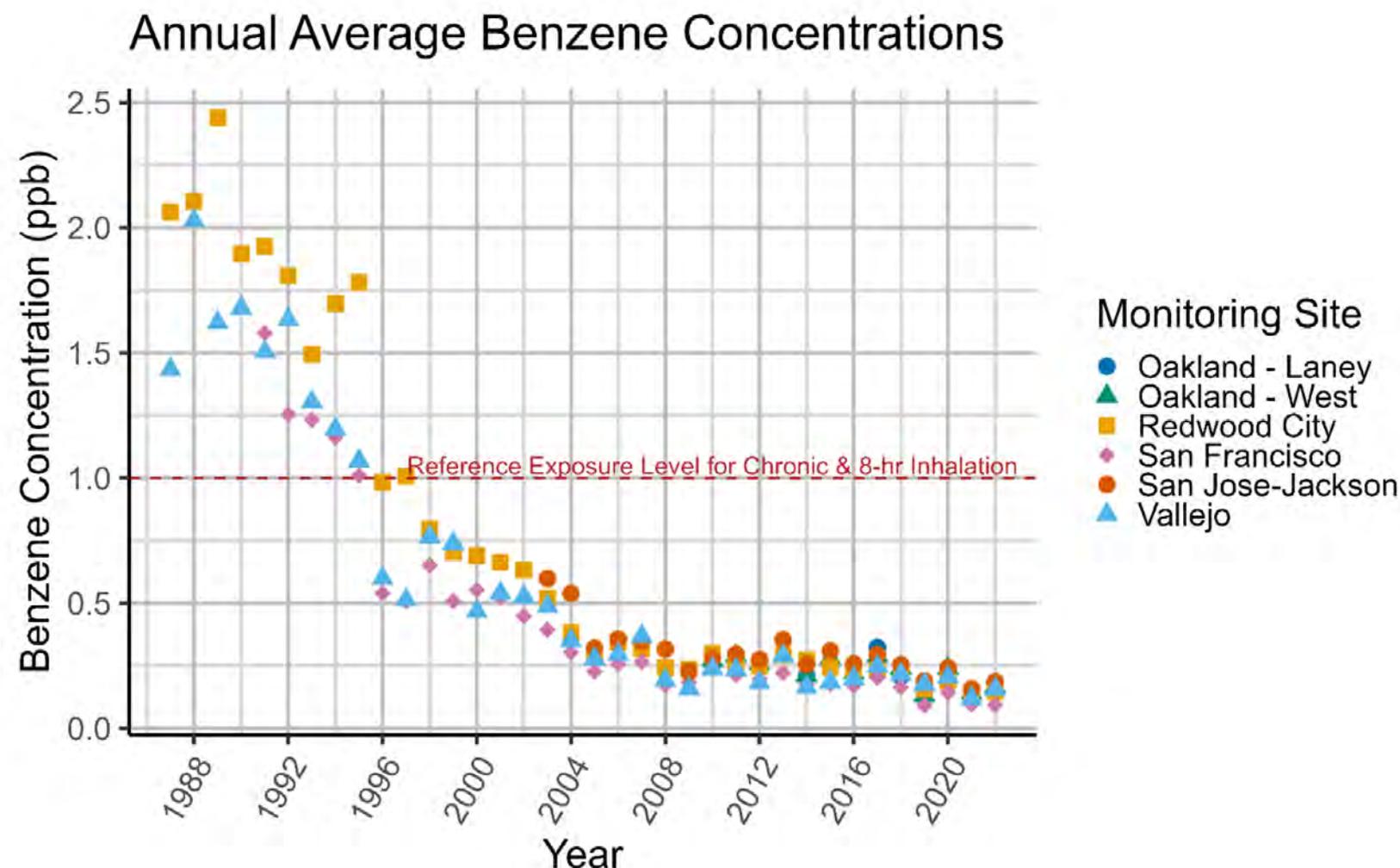
Air Toxics Ambient Air Monitoring

The Air District measures air toxics in ambient air as part of several monitoring programs:

- Long-term ambient air monitoring stations
 - Measurements of several toxics air contaminants at over 20 monitoring stations
- Major Stationary Source Community Air Monitoring Program
 - Expanding monitoring of certain TACs and other pollutants near large stationary pollution sources, starting with refineries
 - New monitoring site in Benicia began operations in July 2024
- Community air quality investigations using a variety of monitoring approaches
 - Monitoring project in East Oakland to be completed by May 2026
 - Monitoring project in Bayview-Hunters Point in initial planning stage

Air Toxics Ambient Air Monitoring (cont.)

- Data collected at long-term monitoring sites can be useful for evaluating trends in different air toxics compounds
- For example, benzene concentrations have decreased (improved) considerably since the 1980s and 1990s, though those improvements have leveled off in more recent years



Community Health Protection

The Air District implements several programs that assess and address public health risks in communities disproportionately impacted by air pollution:

- The AB 617 Community Air Protection Program
- Air District Grant Programs
- Bay Area Healthy Homes Initiatives

Through these programs, the Air District collaborates with community partners and other agencies to reduce exposures and improve public health

Current AB 617 Communities

1. West Oakland
2. Richmond-North
Richmond-San Pablo
3. East Oakland
4. Bayview Hunters
Point/ Southeast San
Francisco

Community Health Protection (cont.)

2024 Highlights

- For the West Oakland AB 617 community, the Air District completed a 5-Year progress report which showed that DPM emissions in the community were reduced by 31% between 2017 and 2024
- For grant and incentive programs, the Air District executed 124 funding agreements totaling ~\$77 million to reduce criteria pollutant emissions and toxic DPM from heavy-duty mobile sources

\$49 million to 37 Zero Emissions projects

113 units to be replaced with electric

- 36 Heavy-Duty Trucks
- 37 School Buses
- 40 Off-Road Units

302 Chargers and Stations to be installed including Marine Shore Power



Zero Emissions Projects replaced older highly polluting diesel equipment, resulting in a lifetime reduction of about 21 tons of DPM

Conclusions

38 Years of Impact

- Air District has been implementing toxic control programs for 38 years
- These programs have successfully reduced public exposures to air toxics both regionally and locally

Cross-Divisional Approach

- The Air District's air toxic programs involve nearly every division
- Collaborative efforts ensure comprehensive toxics management

2024-2029 Strategic Plan: Protecting Vulnerable Communities

- Strategy 2.7 Understand your Local Air Pollution - Reducing disparate impacts from air pollution
- Strategy 2.3 Make Data Accessible - Increasing accessibility of toxic emissions and health risk information
- Strategy 4.12 Report Progress - Improving transparency for Air District decisions

Acknowledgements

Assessment, Inventory, and Modeling Division

- Song Bai, Director
- Virginia Lau, Manager
- Stephen Reid, Senior Advanced Projects Manager

Engineering Division

- Simrun Dhoot, Supervising Air Quality Engineer
- Kevin Oei, Acting Manager

Environmental Justice Division

- Diana Ruiz, Acting Director

Meteorology & Measurement Division

- Kate Hoag, Assistant Manager
- Daniel Alrick, Principal Air & Meteorological Monitoring Specialist
- Jennifer Ofodile, Principal Air Quality Specialist

Strategic Incentives Division

- Karen Schkolnick, Director

Questions/Feedback

For more information:

Ariana Husain | Manager | ahusain@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: June 4, 2025

Re: Wildfire Response, Prevention, and Mitigation

RECOMMENDED ACTION

The Board of Directors will discuss this item, but no action is requested at this time.

BACKGROUND

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

DISCUSSION

Air District staff will provide an update on the outlook for the 2025 wildfire season. The presentation will also include an overview of the Air District's role and actions during wildfire events, including monitoring, smoke forecasting, coordination with state and local agencies, and outreach to the public. Air District programs to reduce wildfire risk and exposure to smoke during wildfires and partner with the community will also be summarized, including prescribed burns, Clean Air Centers, and air filtration.

This presentation will include information on the prescribed burning program at the Air District. Prescribed burning is the planned, controlled application of fire to vegetation to achieve specific natural resource management objectives, including wildfire prevention and ensuring fire safety. Prescribed burns are designed to burn less intensely than wildfires and are ignited amid controlled conditions to minimize potential smoke impacts. Any person seeking to conduct prescribed burning must submit a smoke management plan and receive written approval from the Air District. Regulation 5 requires the plan to

include a smoke management prescription, which includes measurable criteria when a prescribed burn may be ignited. Prescription criteria may include, but are not limited to, procedures to minimize smoke impacts, as well as safety, economic, public health, environmental, geographic, administrative, social or legal considerations. The Air District reviews smoke management plans to ensure prescribed burns are conducted during specific meteorological conditions that achieve favorable smoke dispersion and reduce impacts to surrounding communities. Prior to ignition, the burner must request a burn allocation from the Air District. The Air District reviews these requests and determines the approvability of the burn allocation.

Air District resources are available to help inform the public before and during wildfire events. These resources include:

- [Wildfire Smoke Preparedness Tips](#) are available to help people prepare their home and family for smoke events.
- [Guide to Air Quality Data Websites](#) provides an overview of websites with air quality data, including information about the data sources, how the data can be used, and links to additional information.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Ranyee Chiang
Reviewed by: Greg Nudd

ATTACHMENT(S):

1. Wildfire Response Prevention Mitigation Presentation



Wildfire Response, Prevention, and Mitigation

Board of Directors Meeting

June 4, 2025

Ranyee Chiang, Ph.D.

Director

Meteorology & Measurement Division

Presentation Outline

Wildfire Impacts on Air Quality

2025 Fire Season Outlook

Role During Wildfires

- Monitoring
- Forecasting
- Communications

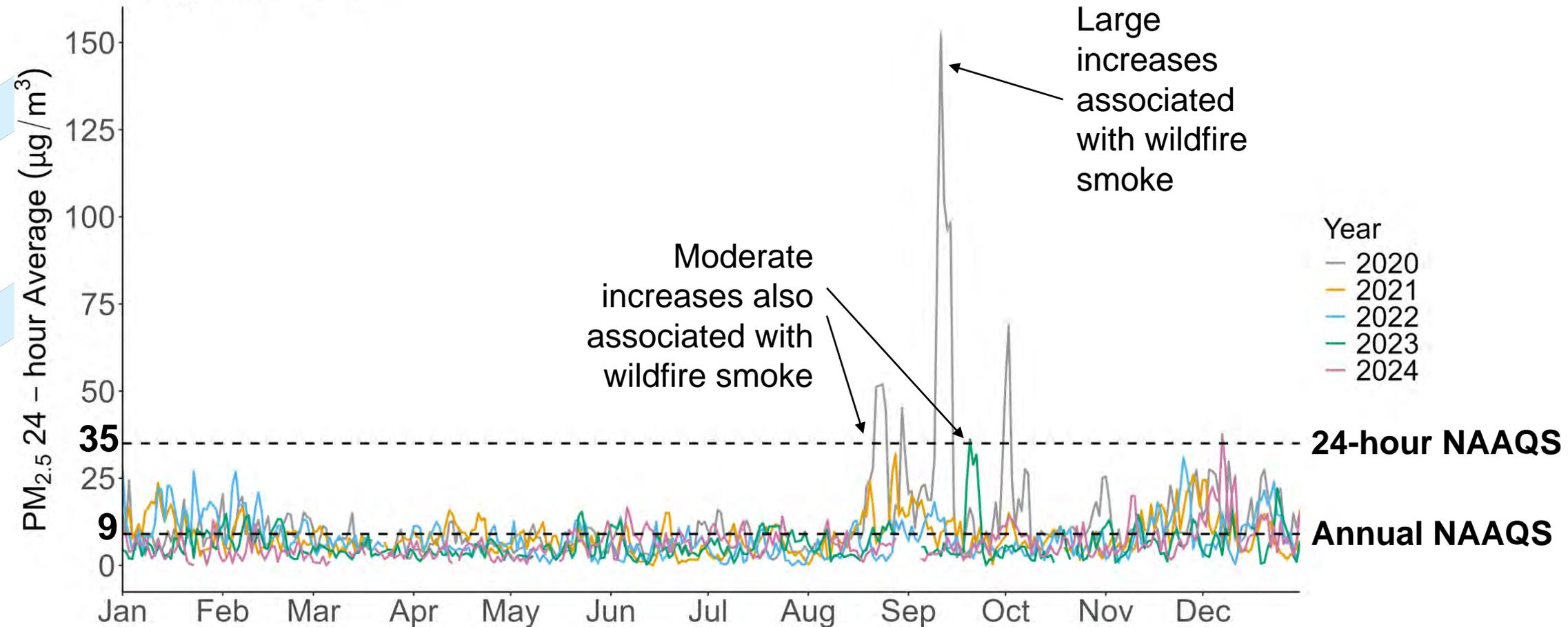
Programs for Wildfire Prevention and Mitigation of Impacts

- Prescribed burning
- Clean Air Centers
- Air filtration

Wildfire Impacts on Air Quality

Daily PM_{2.5} Values

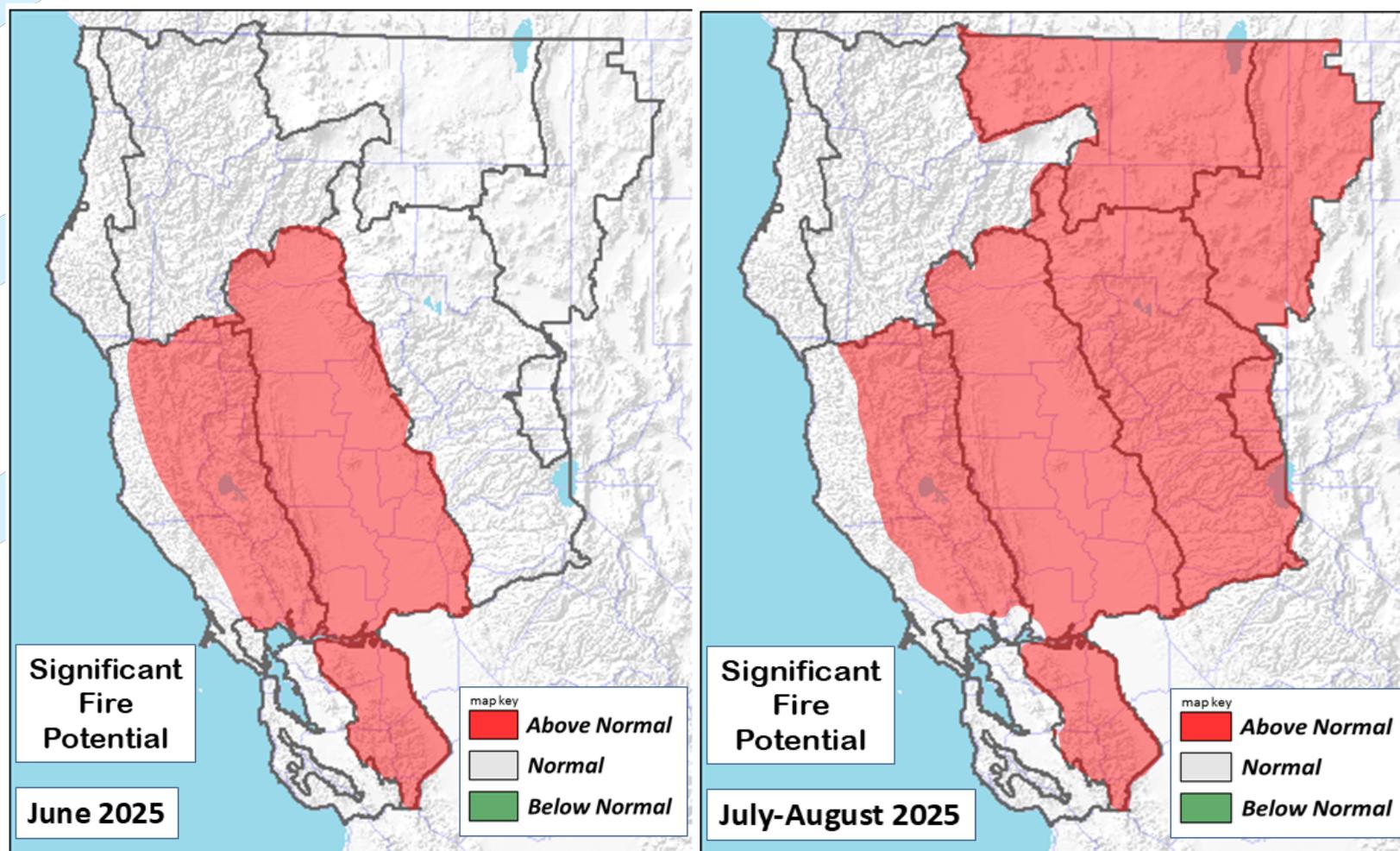
Vallejo: 2020-2024



PM_{2.5}: Fine inhalable particles with diameters of 2.5 micrometers or smaller

NAAQS: National Ambient Air Quality Standard

2025 Fire Season Outlook



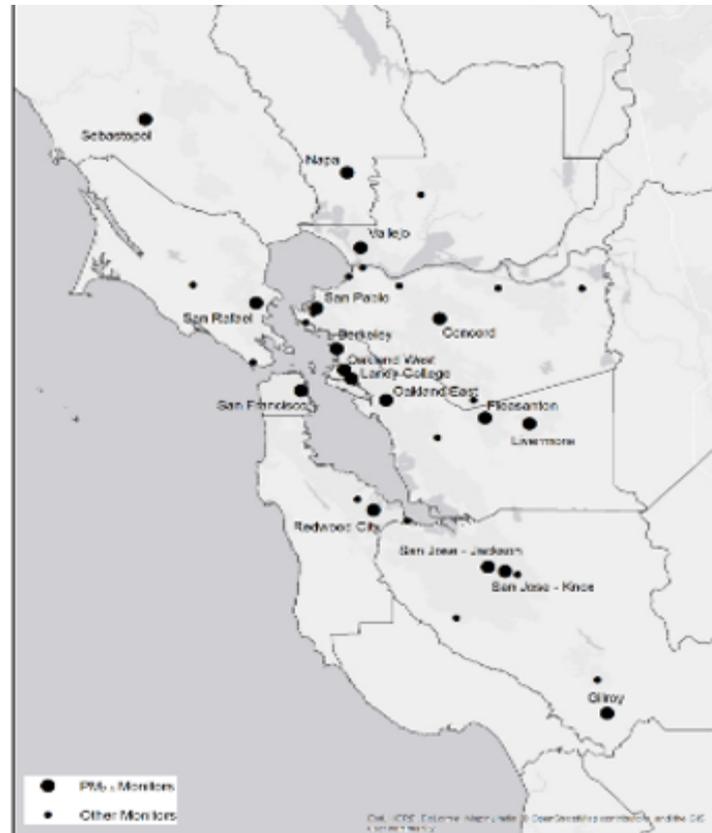
Above-normal rainfall in the northern portion of the Bay Area (below normal south and east of San Francisco)

Above normal temperatures expected June through August, leading to dry fuels and an above normal risk for fires, particularly in inland areas

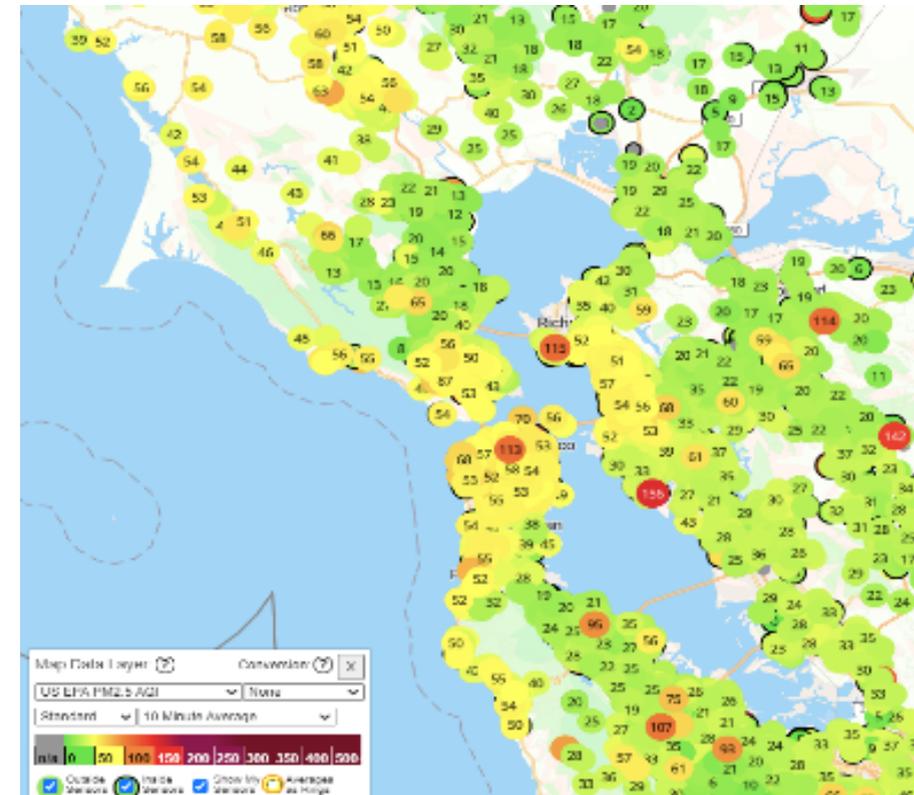
Air District Role During Wildfires



Air Monitoring



Air District Monitoring Network

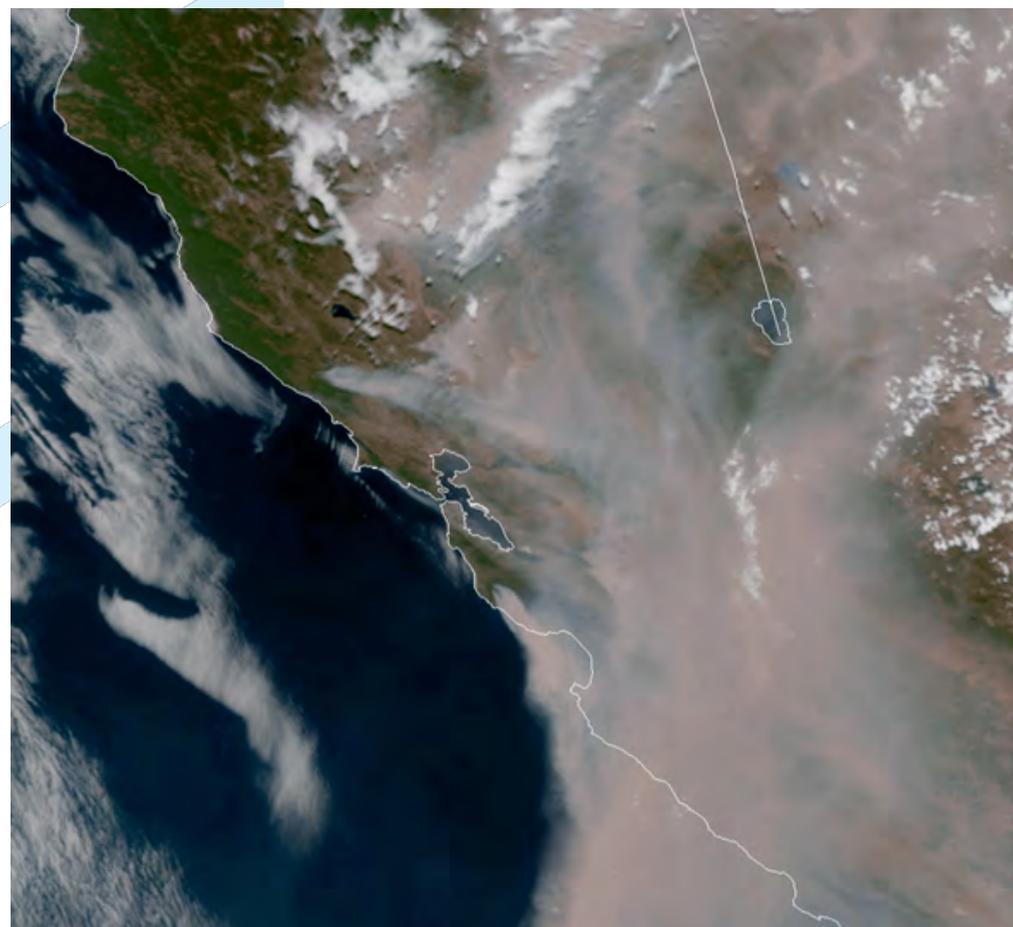


Source: map.purpleair.com

Air Sensors
Example: Purple Air

U.S Environmental Protection Agency's (EPA) Fire and Smoke Map includes data from both sources, as well as temporary monitors <https://fire.airnow.gov/>

Air Quality Forecasting



August 19, 2020 – Image is courtesy of [RAMMB Slider](#).

Air quality can change rapidly and varies from one location to another
How is a smoke forecast produced?

- Air quality data
- Weather and smoke models
- Satellite imagery and cameras
- Local geography and wind flow
- Marine layer depth

Communications

- Significant Media Outreach & Response
- Social Media Wildfire Series & Meteorologist Video Updates
- Wildfire Safety Website
- Messaging Coordination with Bay Area Health Officers & Public Information Offices
- Major wildfire smoke incident email & text notifications
- Promotion of Clean Air Centers



Air District Programs for Wildfire Prevention

Reducing Wildfire Risk

Prescribed Burning (Regulation 5: Open Burning; Title 17 of California Code of Regulations, Section 80100)

- Planned, controlled burning of vegetation to achieve natural resource management goals
- When meteorological conditions are favorable for smoke dispersion and to minimize risk of larger wildfires

Wildfire Prevention Chipping Program, \$400,000

- Free chipping services to dispose of material that would otherwise be burned to help reduce fuel loads and wildfire risks

Prescribed Burn Program Summary

Land Manager:

- Submits Smoke Management Plan (SMP) 30 days in advance of the planned burn for Air District review and approval
- Secures burn permit from the local fire agency and/or CALFIRE

Air District:

- Forecasting services are available up to 96 hours (4 days) before a prospective burn day
- Final acreage/pile authorization is allocated by 8 am on the day of the burn

Is the Air District a Barrier to Prescribed Burning?

All SMPs submitted in the Bay Area have been approved

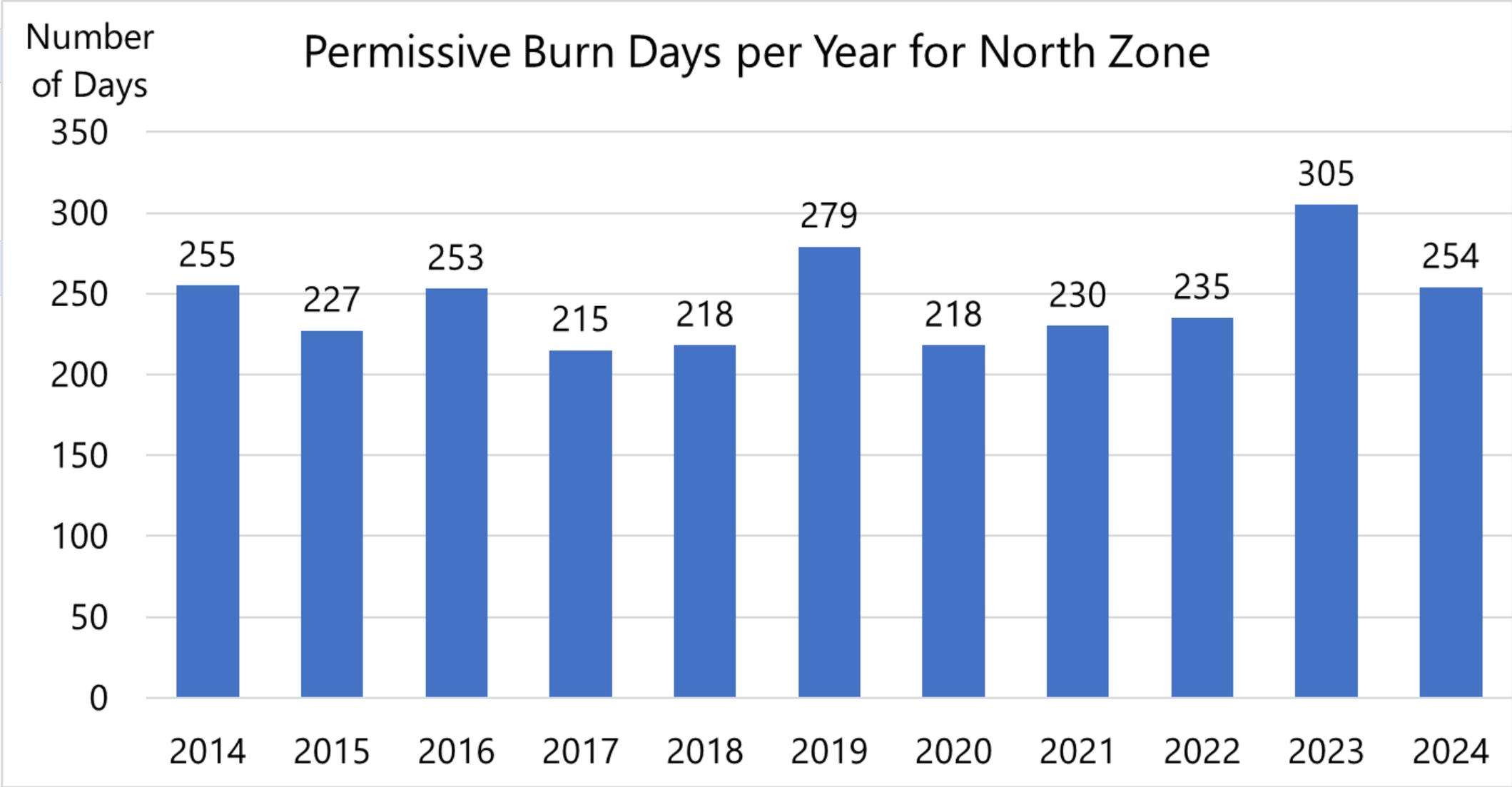
- Air District staff works closely with land managers to address any issues
- Consistent with state-wide data according to review of projects submitted to the Prescribed Fire Information Reporting System (PFIRS) by the California Air Pollution Control Officers Association

Close partnerships with prescribed burners have significantly increased the number of prescribed burns

- Number of projects has risen from 10 – 20 projects per year in the 1990s to 58 projects in 2023 and 68 projects in 2024.

Coordination mechanisms with partner agencies and organizations

Burning Allowed on Average of 244 Days each Year



Recent Program Developments to Encourage Prescribed Burns

- Fee exemption for public agencies
- Integrated with state-wide online PFIRS from the California Air Resources Board
- Continued outreach and coordination with stakeholders, including meeting with land managers prior to SMP submission
- Proactive in identifying meteorological windows conducive for burning and notifying land managers
- Approving more flexible prescriptions for experienced partners, to have more burn window opportunities and minimize potential smoke impacts

Potential Amendments to Woodsmoke Rules

Regulation 5: Open Burning:

- Remove financial barriers for conducting prescribed burns

Rule 6-3: Woodburning Devices:

- Changes to the burn curtailment threshold
- Not expected to impact the number of permissible burn days under Regulation 5

Timeline

- Virtual public workshops held on June 2 and 3, 2025
- Amendments to be considered by end of 2025

Air District Programs for Mitigation of Impacts from Wildfires

Clean Air Centers

- Assembly Bill (AB) 836 (2019) - \$3 million (M) to create publicly accessible clean air centers
- Over 1,200 portable air cleaners delivered to 317 locations
- Cities and Counties are responsible for operating the funded clean air centers
- \$145,000 in funding remains available



Air Filtration Initiatives

- Distributed over 4,200 air filtration units and funded upgrades/maintenance to 16 school Heating, Ventilation, and Air Conditioning systems
- Location Types: Evacuation centers, community centers, senior centers, schools, libraries, homes
- Vulnerable Populations: AB 617 and overburdened communities, low-income households, children, elderly, and individuals with chronic respiratory diseases



Questions & Discussion

For more information:

Ranyee Chiang | Director of Meteorology & Measurement |
rchiang@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: June 4, 2025

Re: *2024-2029 Strategic Plan* Implementation Update

RECOMMENDED ACTION

None; the Board will discuss this item, but no action is requested at this time.

BACKGROUND

The *2024-2029 Strategic Plan* was adopted by the Air District Board of Directors in September 2024. The plan is centered on four primary goals: 1. Achieve impact, 2. Advance environmental justice, 3. Foster cohesion and inclusion, and 4. Maintain an effective, accountable, and customer-oriented organization. The plan's goals are designed to move us closer to our long-term mission, and near-term vision of organizational transformation. The strategic plan includes 36 strategies and 124 commitments to action. Strategies and commitments are described in detailed narratives within the plan.

DISCUSSION

Over the last nine months, Air District staff have been developing action plans that operationalize how we will implement the *2024-2029 Strategic Plan*. The plans, spanning the next 18 months, organize the steps the Air District will take to advance all 36 strategies and 87% of the strategy commitments. They include specific key milestones and due dates through December 2026. Twenty-four action plans have been developed; two are pending development. Subsequent action plans will address all remaining commitments.

Most action plans cover multiple strategic plan strategies and commitments, though some cover single strategies or even a single commitment. In total, the action plans include over 480 key milestones.

Concurrently with developing action plans, Air District staff continued to make progress on work already underway at the time the *2024-2029 Strategic Plan* was adopted. Numerous actions, advancing all four goals, have been completed.

Example Action Plans

Below we provide examples of three action plans: enforcement, permitting, and accountability. Each action plan advances several strategies and contains actions with milestones tied to commitments made in the strategic plan.

Enforcement Action Plan

This plan advances four strategies: Strategy 1.6 New Enforcement Policy; 1.5 Enhance Violation Investigations; 2.6 Talk with Communities; and 4.5 Improve Compliance Investigations.

Through collaboration among Enforcement & Compliance and Legal staff and executives, a plan was created with 28 actions planned through December 2026. For example, the actions to develop a new enforcement policy are included in the action plan as follows:

Strategy 1.6 New Enforcement Policy

Strategy Commitment: Develop enforcement policy that considers environmental justice principles and community voices, experiences, and perspectives.

- Establish community-based Implementation Working Group to partner in development of the new Enforcement Policy by June 2025.
- Develop draft Enforcement Policy by October 2025.
- Publicize draft Enforcement Policy broadly for community review and input, including holding meetings with a wide spectrum of stakeholder groups, by January 2026.
- Finalize new Enforcement Policy by January 2026.

Permitting Action Plan

The permitting action plan advances three strategies: Strategy 4.1 Timely Permits; 4.2 Transparent Permit Process; and 4.3 Consistent Permits.

It consists of 61 actions, with milestone dates over the next 18 months. An example objective and set of actions to advance timely issuance of permits is as follows:

Strategy 4.1 Timely Permits

Strategy Commitment: Update resource management to align with permit workload.

- Perform analysis of resource needs across all permit types before de-bottlenecking analyses by March 2025.
- Develop a resource tracking and allocation system by November 2025.
- Perform analysis of resource needs across all permit types after de-bottlenecking analyses December 2025.

- Reallocate projects to reflect expected post-bottlenecked workload by January 2026.

Accountability Action Plan

This action plan, which is foundational to implementation of the entire strategic plan, advances these strategies: Strategy 4.10 Ensure Success; 4.11 Align Resources; and 4.12 Report Progress.

The plan contains 27 actions to meet the 11 commitments in these strategies. For example, the actions we are taking to meet our commitment to complete an annual review of progress in implementing the strategic plan are:

Strategy 4.12 Report Progress

Strategy Commitment: Do an annual progress review.

- Develop strategic plan reporting process, scope, and requirements, including schedule, by June 2025.
- Design templates for internal and external progress reports on strategic plan commitments by July 2025.
- Produce an internal quarterly progress report on strategic plan commitments by November 2025.
- Produce external high-level dashboard and upload data on commitments to website by October 2025.
- Publish first strategic plan annual report by March 2026.

Recent Progress

We have made progress across the strategic plan's four goals. For Goal 1, Achieve Impact, of the over 90 actions, we have completed almost 10 percent. Nearly 50 percent of the actions are slated for completion by the end of the year. Some completed actions include identifying key regulations that cause permit delays, research to strengthen refinery flaring regulations, presentations on dust regulatory concepts to community groups, and draft concepts for wood burning devices.

Under Goal 2, Advance Environmental Justice, nearly 10 percent of approximately 140 actions have been completed. We launched the Community Investments Office, surveyed Bay Area residents on funding priorities, advanced the People's Air Grant Program, and updated air toxics emissions data and our online mapping tools. Seventy-five additional actions, or more than 50 percent of all identified actions, should be completed by the end of the year.

For Goal 3, Foster Inclusion and Cohesion, we also completed about 10 percent of all identified actions. We developed an online inventory and calendar for staff training, integrated environmental justice into performance reviews, improved new hire orientation, and hosted climate week events. Sixty actions, or over 53 percent of identified actions, will be completed by the end of the year.

Lastly, for Goal 4, Be Effective, Accountable, and Customer-Oriented, of the 143 actions, 29 have been completed, or 20 percent. Some actions we completed include the creation of a database and software for tracking action plan objectives, development of strategic action plans, implementation of a region-wide incident notification system, and proposal of an annual budget aligned with our strategic plan. Sixty-two additional actions, or more than 43 percent of all actions, should be completed by the end of the year.

Next Steps

Over the next several weeks, all action plan objectives and key milestones will be entered into the strategic plan tracking database. Progress will be reported via public and internal dashboards. The actions and their status will also be reported on the strategic plan website beginning late Fall 2025. Early next year, we will produce our first annual report on the implementation of the strategic plan.

Additionally, over the next several months, the final action plans will be drafted, to advance all strategies in the strategic plan.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Christy Riviere, Leonid Bak, Richard Martin

Reviewed by: Deborah Jordan

ATTACHMENT(S):

1. 2024-2029 Strategic Plan Implementation Update Presentation



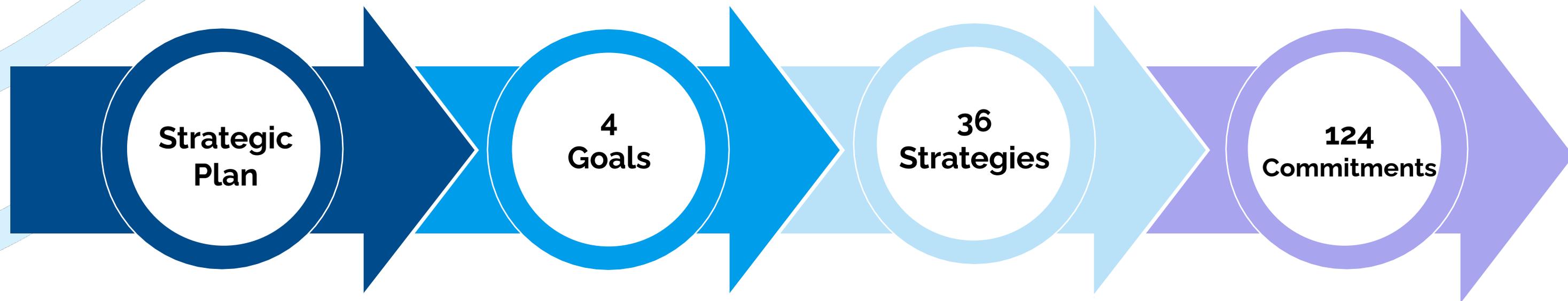
2024-2029 Strategic Plan Implementation Update

Board of Directors Meeting

June 4, 2025

Dr. Philip M. Fine
Executive Officer/APCO

Strategic Plan Overview



See the strategic plan website to read full plan: <https://strategicplan.baaqmd.gov/>

Strategic Plan Goals

Goal 1



- Reduce health impacts of air pollution
- Hold violators accountable
- Mitigate climate change and its impacts

Goal 2



- Build partnership and community capacity
- Identify disparities
- Reduce disparities

Goal 3



- Embody diversity, equity, inclusion, and belonging
- Become One Air District

Goal 4



- Improve permitting, monitoring, and enforcement
- Build relationships and enhance communications
- Be accountable

Implementation

2

Action Plans

- **Action plans** identify and prioritize work to advance strategies and commitments.
- Created through **inter-divisional collaboration** across organization, including staff and executives.
- Include **key milestones and due dates** through **December 2026**.

Action Plans (cont.)



- **24** action plans completed
- **2** pending action plans
- **87%** of commitments met through action plans
- **480** estimated key results identified for tracking

24 Action Plans Completed

Accountability

Change Approach to Air Quality
Civil Rights Compliance
Climate Mitigation
Climate Tech Finance
Community Air Quality Info
Community Partnership
Comprehensive Training

Enforcement

Foster Inclusion

Government Relations

Improve Complaint Process

Improve Incident Response

Inspire Action

Make Data Accessible

Manage Penalty Funds

Minimize Flaring

One Air District

Org. Eff. & Employee Success

People's Air Grant Program

Permitting

Regulatory Air Monitoring

Reimagine Incentives

Rulemaking Outlook

Pending Action Plans:

Community Health Data

Cumulative Impacts

* **Bold** = Action Plans showcased today

Enforcement Action Plan



Action Plan

4 Strategies

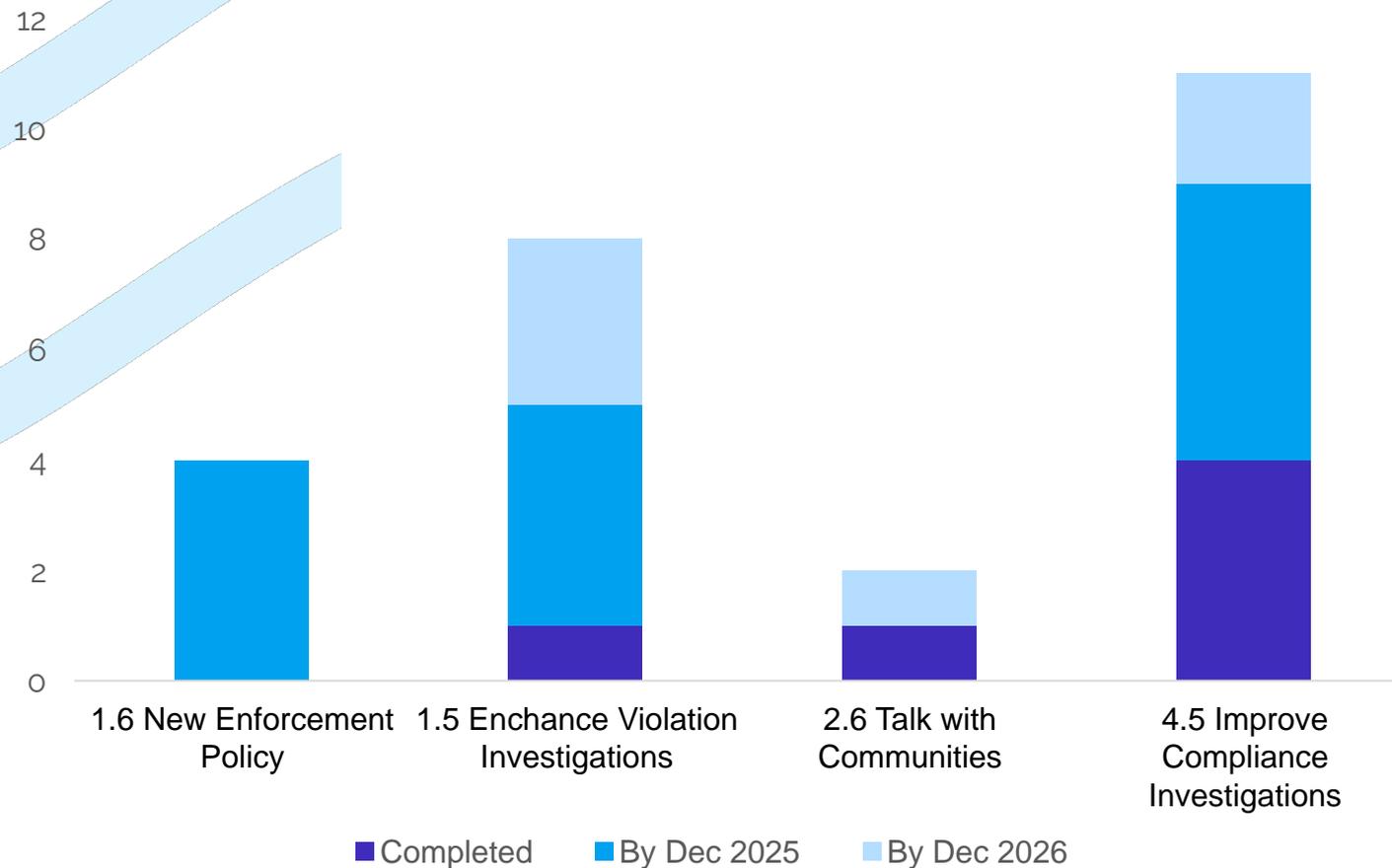
- Strategy 1.6 New Enforcement Policy
- Strategy 1.5 Enhance Violation Investigations
- Strategy 2.6 Talk with Communities
- Strategy 4.5 Improve Compliance Investigations

8 Commitments

28 Actions

Enforcement Actions

Status of Enforcement Actions



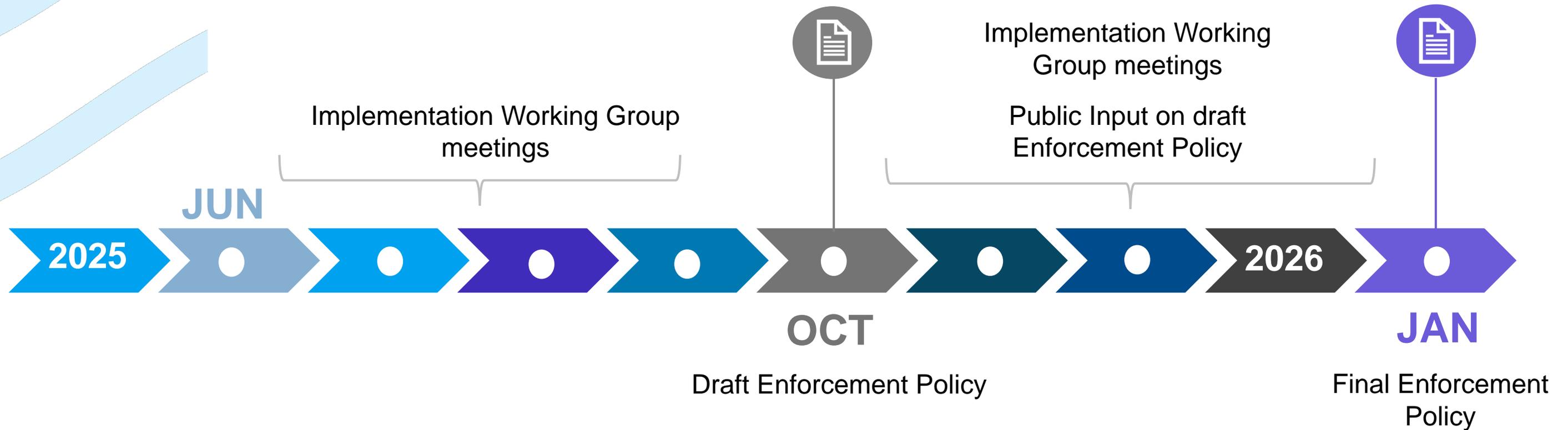
Completed Action Highlights

- Developed new ideas for targeted inspection policy
- Shared ideas on targeted inspection policy with Community Advisory Council

Enforcement Actions Up Next

Strategy 1.6 New Enforcement Policy

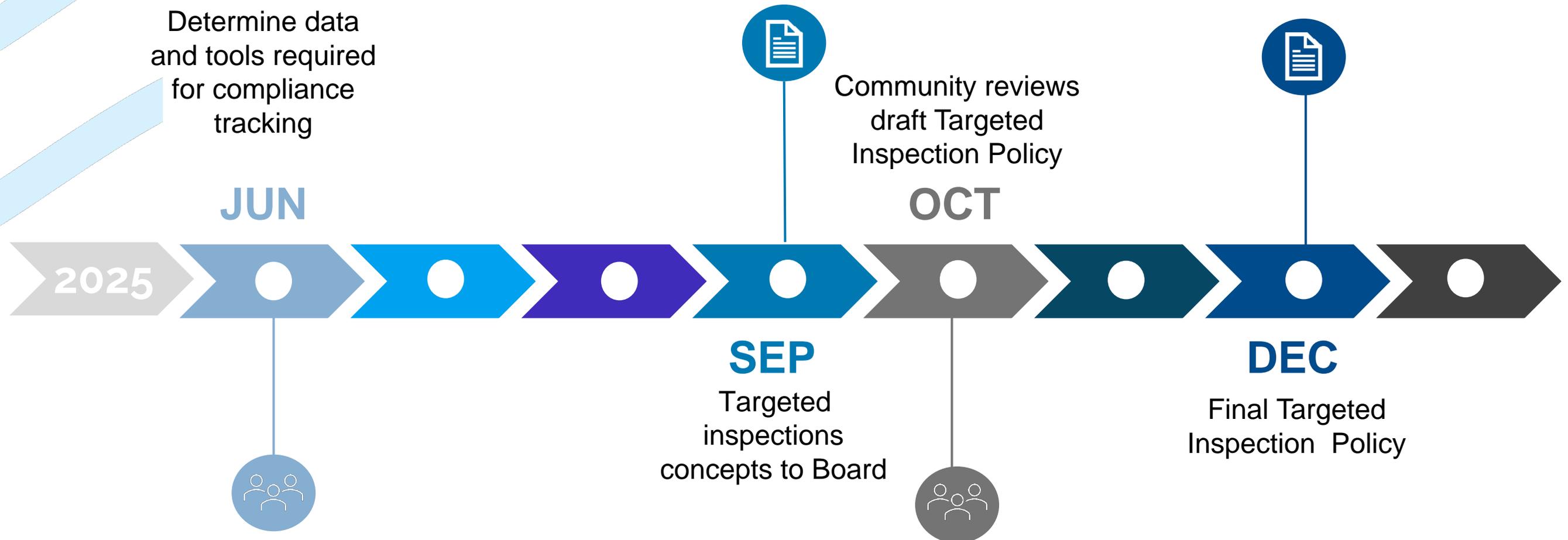
Strategy Commitment: Develop enforcement policy that considers environmental justice principles, community voices, experiences, and perspectives.



Enforcement Actions Up Next (cont.)

Strategy 4.5 Improve Compliance Investigations

Strategy Commitment: Develop a targeted inspection policy



Permitting Action Plan



Action Plan

3 Strategies

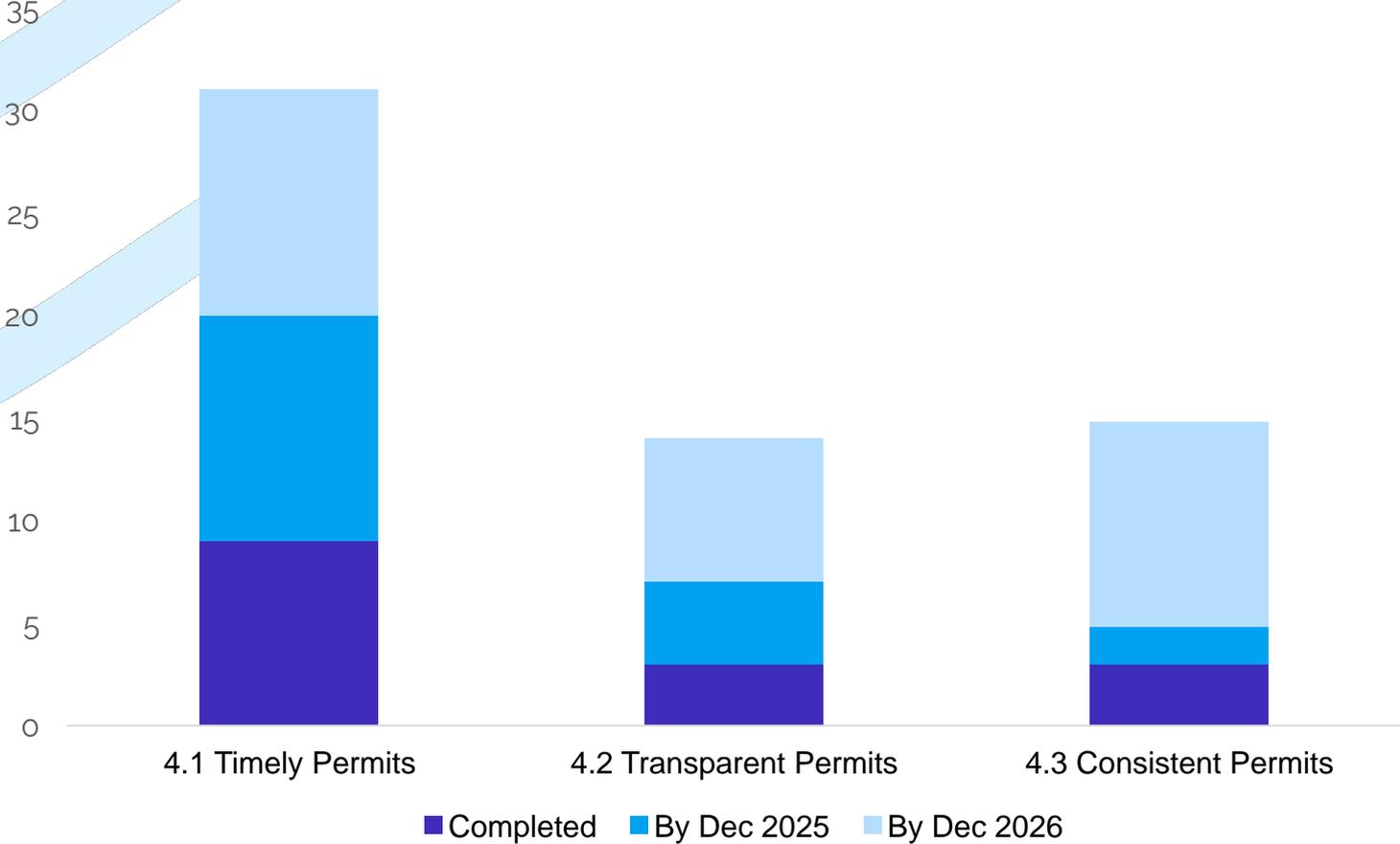
- Strategy 4.1 Timely Permits
- Strategy 4.2 Transparent Permit Process
- Strategy 4.3 Consistent Permits

11 Commitments

61 Actions

Permitting Actions Status

Status of Permitting Actions



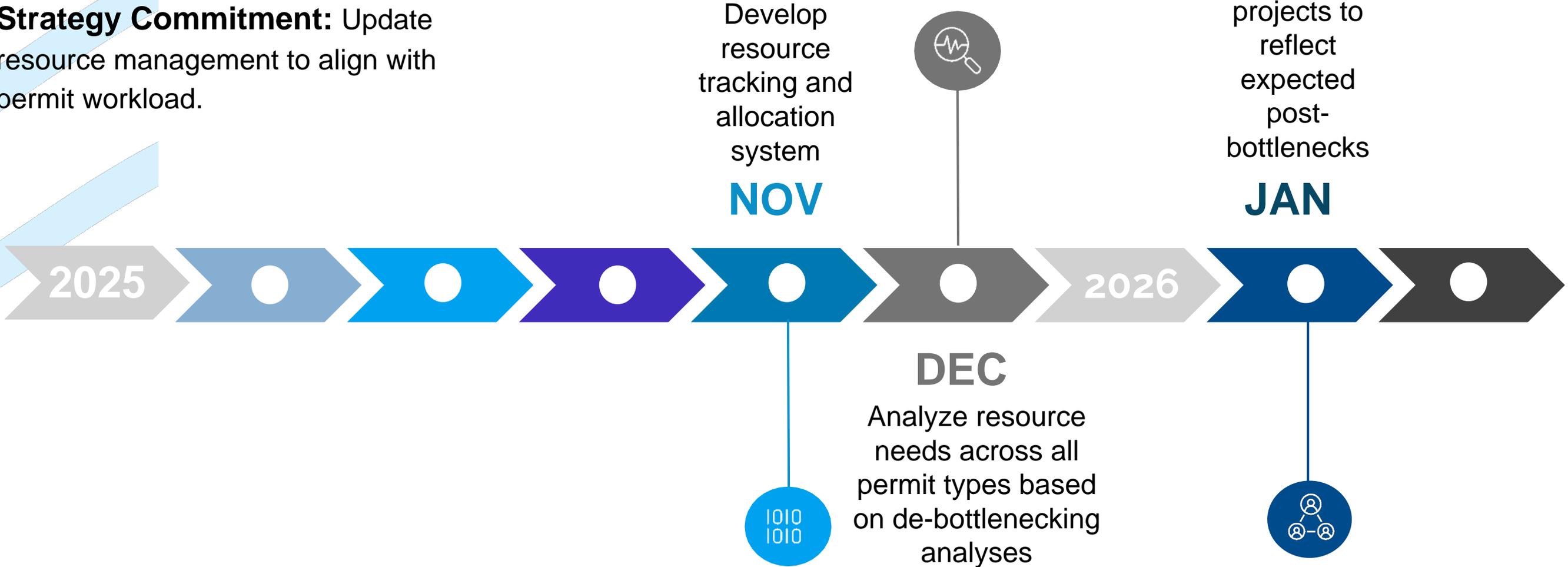
Completed Action Highlights

- New permit application tracking features for permit applicants.
- Updated best available control technology requirements for backup generators
- Updated Air District website to make emissions and permit information more transparent, including an air toxics emissions map by facility

Permitting Actions Up Next

Strategy 4.1 Timely Permits

Strategy Commitment: Update resource management to align with permit workload.



Accountability Action Plan



Action Plan

3 Strategies

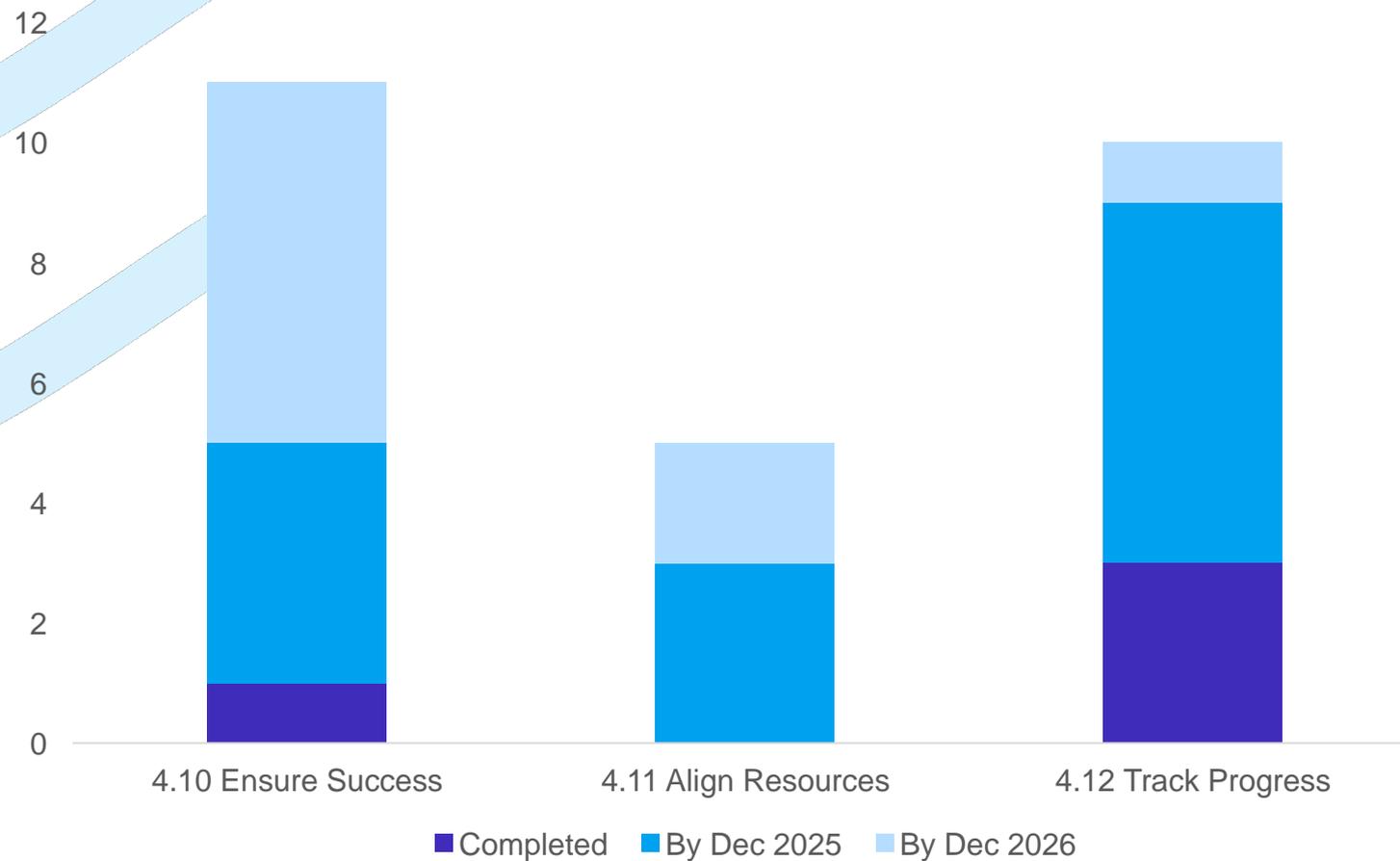
- Strategy 4.10 Ensure Success
- Strategy 4.11 Align Resources
- Strategy 4.12 Report Progress

11 Commitments

27 Actions

Accountability Actions Status

Status of Accountability Actions



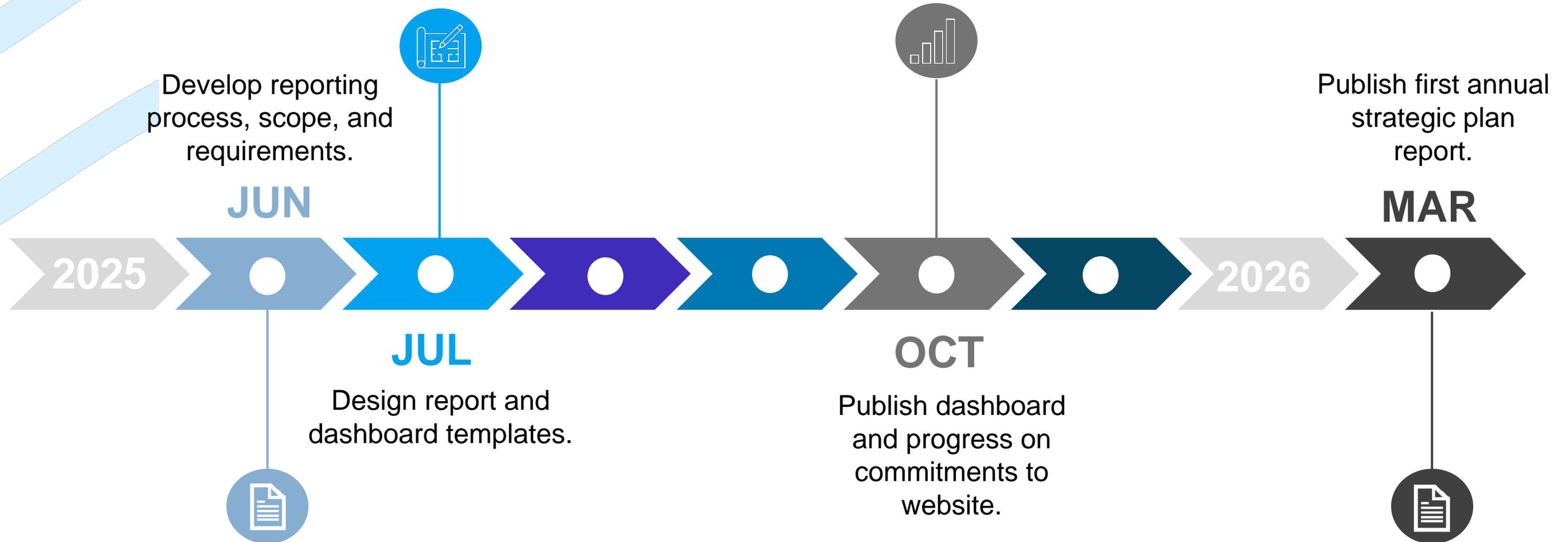
Completed Actions

- Developed action plans for at least 80 percent of strategic plan commitments
- Developed data application to monitor, track, and report progress on action plans
- Established process for updating strategic plan tracking data

Accountability Actions Up Next

Strategy 4.12 Report Progress

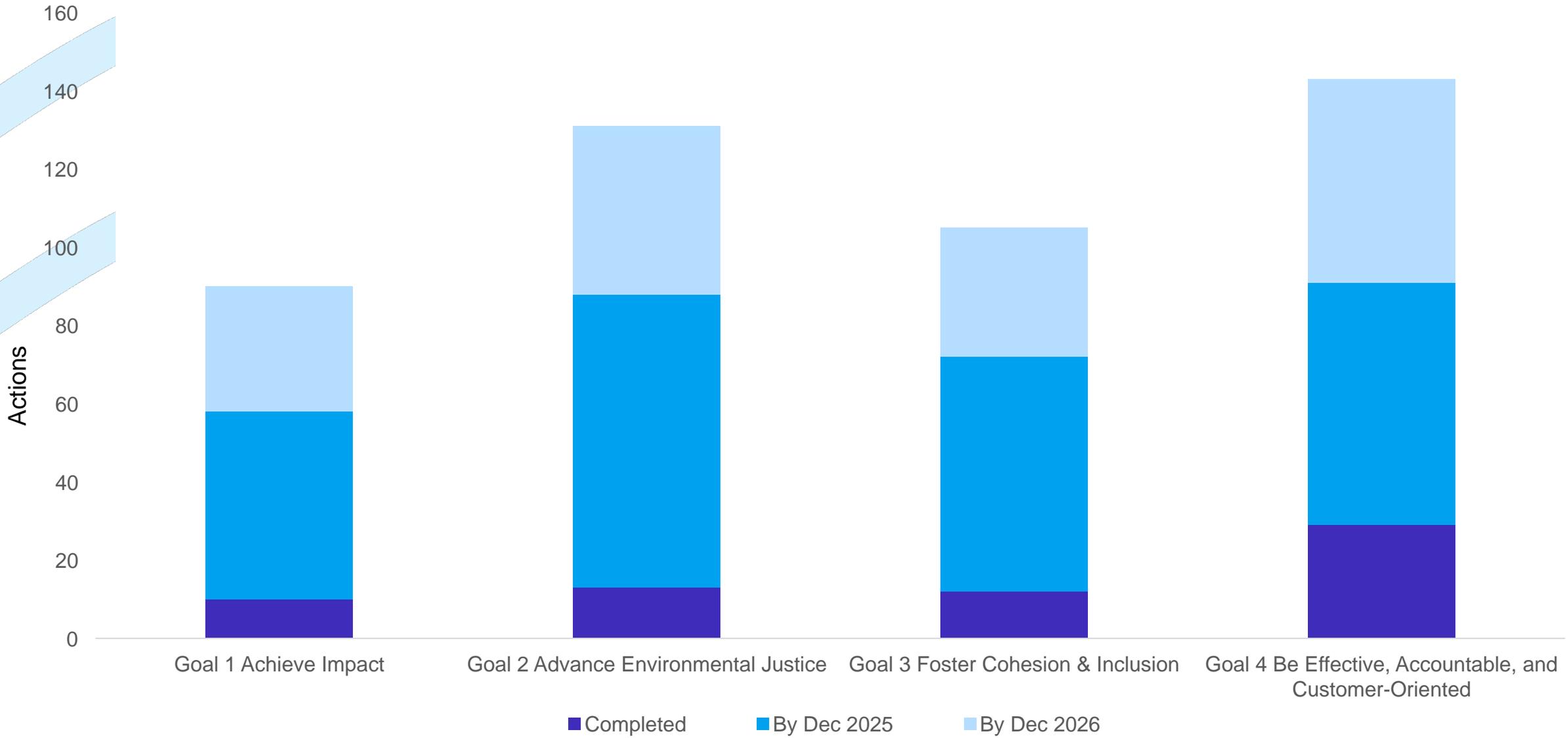
Strategy Commitment: Do an annual progress review.



Progress by Goal

3

Status of Actions By Goal



Goal 1 Achieve Impact



Recent Achievements

- Identified key regulations that contribute to permit delays
- Identified ways to strengthen refinery flaring regulations
- Presented dust regulatory concepts to community groups in East Oakland and Richmond/San Pablo
- Drafted regulatory concepts for wood burning devices

Goal 2 Advance Environmental Justice



Recent Achievements

- Announced launch of the Community Investments Office
- Distributed survey to Bay Area residents to assess community funding priorities
- Air District Board approved the People's Air Grant Program
- Updated air toxics emissions data and online mapping tool for permitted sources

Goal 3 Foster Cohesion & Inclusion

Recent Achievements

- Developed on-line inventory and calendar of available staff training
- Added environmental justice as a core competency in performance reviews
- Improved orientation process for new hires.
- Hosted climate week events



Goal 4 Be Effective, Accountable, and Customer-Oriented

Recent Achievements

- Developed a database and software application to monitor, track, and report on all action plan objectives and key results
- Developed action plans for strategic plan commitments
- Developed regionwide incident notification system
- Developed proposed annual budget to align with strategic plan



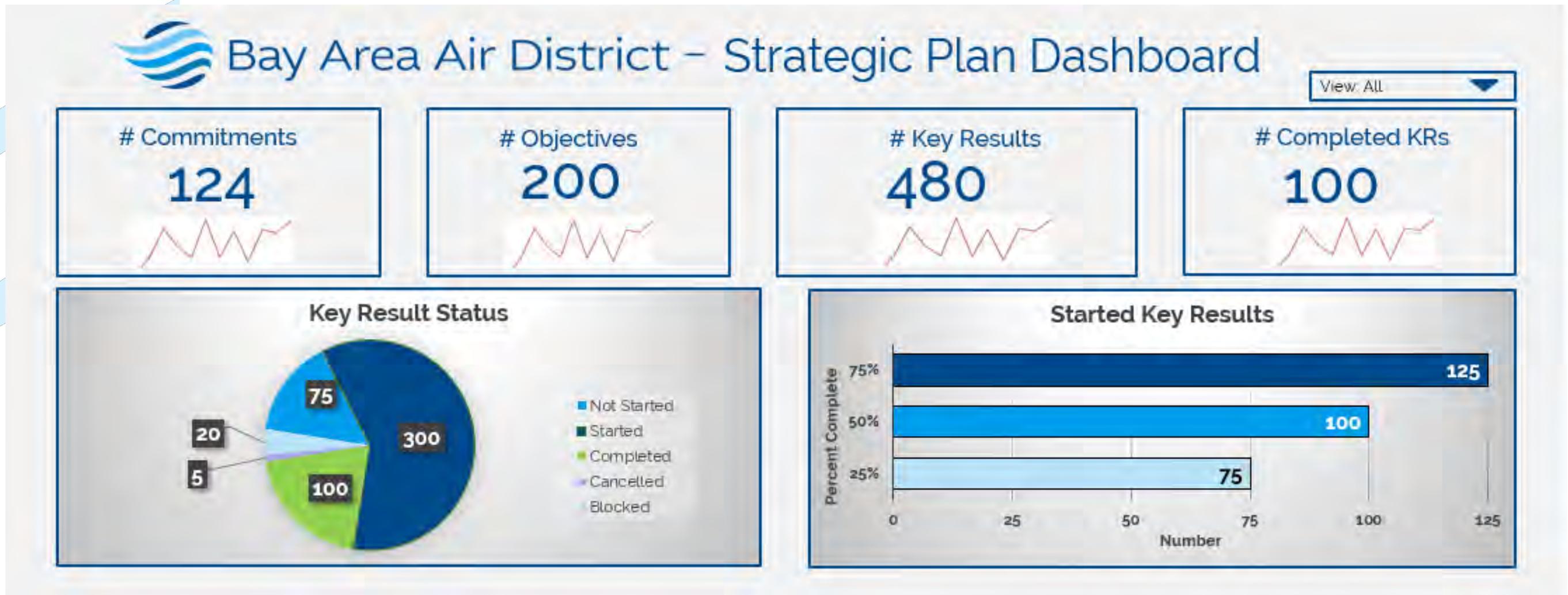
Tracking and Reporting

4

Tracking & Reporting

- Actions in tracking database by **Summer 2025**
- Quarterly progress reporting begins **Fall 2025**
- Reporting via website, internal and external dashboards, by **Fall 2025**
- First full annual report anticipated **Spring 2026**

External Dashboard: High-Level View Mock-Up



External Dashboard: Commitment View Mock-Up



Bay Area Air District – Strategic Plan Commitments

Commitment ▼

Strategy: 3.6 Support Employee Success

Commitment: Develop an expanded mentoring program.

Objective	Key Result				
	Description	Status	Percent Complete	Start Date	End Date
Increase mentorship participation rate.	Increase participation in mentorship program from 24 to 60 participants by October 2025.	● Started	25%	01/15/25	10/31/25
Enhance quality of mentorship program.	Create a post-mentorship survey/evaluation by November 2025.	● Completed	100%	02/01/25	03/31/25
	Implement survey after each mentorship cohort concludes beginning in November 2025.	- Not Started	-	11/01/25	11/30/25
	Incorporate survey results and best practices into mentoring plan by January 2026.	- Not Started	-	12/01/25	01/31/26

Next Steps



- Quarterly report on all actions
- Develop dashboards
- Report progress on website
- First full annual report Spring 2026
- Continue implementing action plans

Questions & Discussion

For more information:

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Christy Riviere | Principal Planner | criviere@baaqmd.gov