



**BOARD OF DIRECTORS
MEETING
July 2, 2025**

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

**Bay Area Metro Center
1st Floor Board Room
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/86400583423>, or may join Zoom by phone by dialing (669) 900-6833 or (408) 638-0968. The Webinar ID for this meeting is: 864 0058 3423

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, JULY 2, 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. **Conference with Legal Counsel re Existing Litigation (Government Code Sections 54956.9(a) and (d)(1))**

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

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

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

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

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

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

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

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

Pursuant to Government Code Sections 54956.9(a) and (d)(2), the Board of Directors will meet in closed session with legal counsel to discuss significant exposure to litigation: One case.

5. Conference with Legal Counsel re Initiation of Litigation (Government Code Sections 54956.9(a) and (d)(4))

Pursuant to Government Code Sections 54956.9(a) and (d)(4), the Board of Directors will meet in closed session with legal counsel to consider whether to initiate litigation: One case.

6. 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

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

7. **Special Orders of the Day**

CONSENT CALENDAR (Items 8 - 22)

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.

8. Approval of the Draft Minutes of the Board of Directors Meeting of June 4, 2025

The Board of Directors will consider approving the Draft Minutes of the Board of Directors meeting of June 4, 2025.

9. Board Communications Received from June 4, 2025, through July 1, 2025

A copy of communications directed to the Board of Directors received by the Air District from June 4, 2025, through July 1, 2025, if any, will be distributed to the Board Members by way of email.

10. Personnel Out-of-State Business Travel Report for May 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.

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

12. Representation Unit Modification under Employer-Employee Relations Resolution Section 4 and Certification of Recognized Employee Organization under Employer-Employee Relations Resolution Section 5

The Board of Directors will consider adopting a resolution 1) modifying the Management Unit by excising the Assistant Counsel I and Assistant Counsel II classifications and creating a new Attorney Management Unit consisting solely of the excised classifications and 2) recognizing the Employees' Association as the certified exclusive bargaining representative of the Attorney Management Unit.

13. Allocation of Transportation Fund for Clean Air Funds to the Clean Cars for All Program

The Board of Directors will consider approving a \$3 million allocation in Transportation Fund for Clean Air Funds to the Clean Cars for All Program.

14. Amendment to Appendix F: Staffing Authorization of the Fiscal Year 2025-2026 Budget to Correct Position Classification

The Board of Directors will consider approving an amendment to Appendix F: Staffing Authorization of the Fiscal Year 2025-2026 Budget to correct one position classification in the Regulatory Development Division from Principal Air Quality Specialist to Principal Air Quality Engineer.

15. Authorization to Execute a Master Services Agreement with AgreeYa Solutions, Inc.

The Board of Directors will consider authorizing the Executive Officer/APCO to execute a Master Services Agreement with AgreeYa Solutions, Inc. for a total not-to-exceed dollar amount of \$650,000, for the development of a community-facing Air Quality Data information portal.

16. Authorization to Amend the Master Services Agreement with Oshyn, Inc.

The Board of Directors will consider authorizing the Executive Officer/APCO to amend the Master Services Agreement with Oshyn, Inc. to increase the maximum dollar amount by \$325,000, from \$629,568 to \$954,568, for Phase II of Permitting & Compliance System Software Documentation & Knowledge Transfer, increasing the authorization for this work from the current \$100,000 to a new total amount of \$425,000.

17. Authorization to Amend the Professional Services Agreement with Cascadia Consulting Group

The Board of Directors will consider authorizing the Executive Officer/APCO to extend the end date of the Professional Services Agreement with Cascadia Consulting Group from February 28, 2026 to June 30, 2026, and to increase the maximum dollar amount of the agreement by \$34,000, from \$306,645 to \$340,645 for continued community engagement and community benefits analysis to support the development of deliverables for the Bay Area Regional Climate Action Plan.

The Board first approved this contract for a total not-to-exceed amount of \$248,910 in December 2023. In December 2024, with Executive Officer/APCO authority, the Air District issued an amendment increasing the total not-to-exceed amount to \$306,645. The Board will consider a second amendment that would extend the term and raise the not-to-exceed amount by an additional \$34,000, from \$306,645 to \$340,645.

18. Authorization to Execute Professional Services Agreement with Kearns and West, Inc.

The Board of Directors will consider authorizing the Executive Officer/APCO to execute a professional services agreement with Kearns and West, Inc., in the amount of \$235,200 for meeting facilitation services to support Phase 2 of the Air District's Building Appliance Rules Implementation Working Group; and authorizing the use of the One-Time Professional Cost Reserve Designation to fund this contract.

19. Authorization to Execute a Contract with SiteOne Landscape Supply, LLC for the Commercial Electric Lawn and Garden Equipment Exchange Program

The Board of Directors will consider authorizing the Executive Officer/APCO to execute a contract with SiteOne Landscape Supply, LLC, through June 2028. This recommendation would increase the number of Board-approved vendors for the Commercial Electric Lawn and Garden Equipment Exchange Program, as approved by the Board of Directors on June 4, 2025, from seven to eight. On June 4, 2025, the Board approved the allocation of \$15 million in state incentive funding for the Commercial Electric Lawn and Garden Program and authorized the Executive Officer to enter into contracts with participating retail dealers, with a total combined award amount not to exceed \$15 million.

20. Authorization to Amend Legal Services Agreement with Renne Public Law Group

The Board of Directors will consider (i) authorizing the General Counsel to amend the contract with Renne Public Law Group to increase the maximum dollar amount of the contract by \$1,100,000 – from \$2,750,000 to \$3,850,000 – for legal services related to labor and employment issues, including general legal advice and counseling and representation in ongoing personnel litigation; and (ii) authorizing the transfer of \$225,000 from Outside Counsel Litigation Support Designated Reserves to Program 205 – Litigation to cover a portion of the litigation defense costs that is not being covered by insurance. Approximately 75% of the attorneys fees related to the personnel litigation are being paid for by insurance, subject to a reservation of rights. But approximately 25% are not being covered, giving rise to the need for the \$225,000 transfer from designated reserves.

21. Report of the Stationary Source Committee Meeting of June 11, 2025

The Board of Directors will receive a report of the Stationary Source Committee Meeting of June 11, 2025.

For the full Committee agenda packet and materials, click on the link below:

www.baaqmd.gov/bodagendas

22. Report of the Policy, Grants, and Technology Committee Meeting of June 18, 2025

The Board of Directors will receive a report of the Policy, Grants, and Technology Committee meeting of June 18, 2025.

For the full Committee agenda packet and materials, click on the link below:

www.baaqmd.gov/bodagendas

PUBLIC HEARING(S)

23. Public Hearing to Consider Adoption of Proposed Amendments to Air District Regulation 3: Fees

The Board of Directors will conduct a public hearing to consider adopting a resolution to amend Air District Regulation 3 (Fees) to make changes to fee schedules S and V, the fees for naturally occurring asbestos operations and marsh management controlled burning, respectively. These proposed amendments have been separated from the amendments that were adopted by the Board of Directors on June 4, 2025, due to a public hearing timing requirement (30 days between the first public hearing and the public hearing to consider adoption) within the California Health and Safety Code (Section 41512.5) that affects only fees of the type contained in Schedules S and V. The June 4, 2025, public hearing did not occur 30 days after the May 7, 2025, public hearing and therefore the proposed amendments to fee schedules S and V were not adopted at that time.

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 Mark Gage, Principal Air Quality Engineer of the Engineering Division.

ACTION ITEM(S)

24. Consideration of State Legislation

The Board of Directors will consider adopting positions on pending state legislative bills including, but not limited to, Senate Bill 34 (Richardson). This item will be presented by Alan Abbs, Legislative Officer.

The Policy, Grants, and Technology Committee recommended adoption of the following position on this bill at its meeting on June 18, 2025:

- *Oppose Senate Bill 34 (Richardson) – Air pollution: South Coast Air Quality Management District: mobile sources: public seaports*

INFORMATIONAL ITEM(S)

25. Community Investments Office Update

The Board of Directors will discuss community engagement, preliminary survey results, and a proposed plan for the Local Community Benefits Fund. Air District staff launched a community engagement process in April with a region-wide survey, a webinar, and small group meetings to identify community needs and funding priorities for the Local Community Benefits Fund. This item will be presented by Areana Flores, Senior Staff Specialist, and Miriam Torres, Acting Officer, Community Investments Office.

OTHER BUSINESS

26. 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.

27. 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)

28. Report of the Executive Officer/APCO

29. Chairperson's Report

30. Time and Place of Next Meeting

Wednesday, September 3, 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.

31. Adjournment

The Board meeting shall be adjourned by the Board Chair.

CONTACT:

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

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

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

Accessibility and Non-Discrimination Policy

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

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

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

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

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

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

EXECUTIVE OFFICE:
MONTHLY CALENDAR OF AIR DISTRICT MEETINGS

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 - CANCELLED	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

AUGUST 2025

NO MEETINGS SCHEDULED

MV 6/24/25 – 11:00 a.m.

G/Board/Executive Office/Moncal

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: July 2, 2025

Re: Approval of the Draft Minutes of the Board of Directors Meeting of June 4,
2025

RECOMMENDED ACTION

Approve the Draft Minutes of the Board of Directors meeting of June 4, 2025.

BACKGROUND

None.

DISCUSSION

Attached for your review and approval are the Draft Minutes of the Board of Directors meeting of June 4, 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 June 4, 2025

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

Board of Directors Regular Meeting
Wednesday, June 4, 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 10:02 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 Margaret Abe-Koga, Dionne Adams, Monica Brown, Ken Carlson, Brian Colbert, Noelia Corzo, Joelle Gallagher, Juan González III, Tyrone Jue, Otto Lee, Sergio Lopez, Bilal Mahmood, Rico E. Medina, Ray Mueller, Gabe Quinto, Lena Tam, Shamann Walton, and Steve Young.

Absent: Directors Brian Barnacle, John Gioia, David Haubert, and Mark Salinas.

2. **PLEDGE OF ALLEGIANCE**

CLOSED SESSION (10:07)

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

Title: General Counsel

Reportable Action: Chair Hopkins announced that there was nothing to report.

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: Bay Area Air Quality Management District Employees' Association

Reportable Action: Chair Hopkins announced that there was nothing to report.

OPEN SESSION (11:22 a.m.)

ACTION ITEM

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

In Closed Session, the Board of Directors considered a performance evaluation of the Air District's General Counsel. The General Counsel's employment agreement provides for the Board to consider a salary increase of up to 5% in connection with this performance evaluation.

Public Comments

No requests received.

Board Comments

None.

Board Actions

Director Lee made a motion, seconded by Director Corzo, to **approve** the increase of the base salary of District Counsel, Alexander G Crockett, by 5%, for a new amount of \$386,067.22 per year, effective May 23, 2025, with all provisions of the employment agreement remaining the same; and the motion **carried** by the following vote of the Board:

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

NOES: None.

ABSTAIN: None.

ABSENT: Barnacle, Gioia, Haubert, Lopez, Salinas.

OPENING ITEM

6. SPECIAL ORDERS OF THE DAY

Chair Hopkins welcomed the following new employees: Kenny Carlson, Assistant Manager in Information Services Operation Division; Alicia Bennett, Human Resources Analyst II in Human Resources Office; and Mausam Jamwal, Environmental Planner II in Planning & Climate Protection Division. Chair Hurt also congratulated the following employees on their recent promotions: Mark Kiffe is now a Senior Air Quality Engineer in the Engineering Division; and Lina Patel is now a Senior Staff Specialist in the Strategic Incentives Division.

CONSENT CALENDAR (ITEMS 7 – 27)

7. Approval of 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
9. Board Communications Received from May 7, 2025, through June 3, 2025
10. Notices of Violations Issued and Settlements in Excess of \$10,000 in the Month of April 2025
11. Personnel Out-of-State Business Travel Report for April 2025
12. Changes to Confidential Classifications
13. Report of County Populations
14. Funding Allocation for Commercial Electric Lawn and Garden Equipment Exchange Program
15. Authorization to Purchase Equipment from Agilent Technologies, Incorporated
16. Authorization to Amend the Professional Services Agreement with Robert Half, Inc.
17. Authorization to Amend Climate Tech Finance Program Consultant Contract
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
19. Authorization to Execute a Master Services Agreement with Kearns & West, Inc. for Implementation of the Bay Air Center
20. Authorization to Accept Revenues under a Subgrant Agreement with the Port of Oakland to Support Fenceline Air Monitoring and Reporting
21. Authorization to Accept Clean Cars for All Program Funds from the California Air Resources Board
[Click here to view Board Resolution No. 2025-03](#)
22. Authorization to Execute a Contract with the San Francisco Pride Parade
23. Authorization to Execute a Contract with Acterra for Assembly Bill (AB) 617 Community Meeting Support for Richmond-North Richmond-San Pablo
24. Authorization to Continue Funding and to Execute Master Services Agreement with IQAir Foundation for Home and School Air Filtration Programs
25. Report of the Stationary Source Committee Meeting of May 14, 2025
26. Report of the Community Equity, Health, and Justice Committee Meeting of May 14, 2025
27. Report of the Community Advisory Council Retreat of May 16 & 17, 2025

Public Comments

Regarding Item 12 (Changes to Confidential Classifications), public comment was given by Kennieth McKellar, President of the Air District's Employees' Association.

Board Comments

Regarding Item 14 (Funding Allocation for Commercial Electric Lawn and Garden Equipment Exchange Program), the Board and staff discussed how the vouchers will be allocated to commercial operators (retailers); scrappage requirement; how the allocated \$15M for the program will be distributed; whether the program will be offered exclusively to designated Bay Area AB 617 communities; and the request that the program outreach includes Spanish translation.

Regarding Item 16 (Authorization to Amend the Professional Services Agreement with Robert Half, Inc.), the Board and staff discussed the reason that the Air District wishes to hire a contractor to address temporary staffing needs.

Regarding Item 20 (Authorization to Accept Revenues under a Subgrant Agreement with the Port of Oakland to Support Fenceline Air Monitoring and Reporting), the Board and staff discussed whether this grant from the US Environmental Protection Agency is anticipated to actually be allocated, given recent federal actions.

Board Action

At the request of Director Young, the Chair pulled Item 16 (Authorization to Amend the Professional Services Agreement with Robert Half, Inc.) for a separate vote.

Director González made a motion, seconded by Director Tam, to approve Consent Calendar Items 7 through 15, and 17 through 27; and the motion **carried** by the following vote of the Board:

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

Director Carlson made a motion, seconded by Director Quinto, to approve Consent Calendar Item 16; and the motion **carried** by the following vote of the Board:

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

PUBLIC HEARINGS

28. PUBLIC HEARING TO CONSIDER ADOPTION OF PROPOSED BUDGET FOR FISCAL YEAR (FY) 2025-2026 AND 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 second public hearing (first hearing held on May 7, 2025) to consider and receive testimony on the proposed FY 2025-2026 Budget, and proposed amendments to the Air District's fee regulation, Regulation 3.

Hyacinth Hinojosa, Deputy Executive Officer of Finance & Administration, Stephanie Osaze, Director of Finance, and Fred Tanaka, Engineering Manager, gave the staff presentation *Second Public Hearing on Proposed Fee Regulation Amendments and FY 2025-2026 Budget*, including: outline; background; Budget summary – ongoing and new investments; Air District staffing overview; General Fund reserve policy; FY 2026 proposed budget; previously proposed General Fund reserve designations; Board feedback: request to increase pension funding; proposed General Fund reserve designations with increased contributions to pension trust; summary of budget resolution actions; Assembly Bill (AB) 2561: key provisions; vacancy summary (as of March 31, 2025); overall recruitment efforts; proposed fee amendments (impact); cost recovery background (trends, Board actions and policies); proposed fee amendments; summary of public comments; and recommended action.

NOTED PRESENT: Director Lopez was noted present at 12:19 p.m.

Chair Hopkins opened the public hearing.

Public Comments

Public comments were given by Gus Flores, United Contractors; Michael Williams, Jr. Environmental Justice League (EJL); Camika Robinson, EJL; Yvonne Eashman, EJL; Bob Brown, Western States Petroleum Association; and Russell Snyder, California Asphalt Pavement association.

Board Comments

The Board and staff discussed concerns that the Air District should be increasing staffing levels beyond what is being proposed; the current vacancy rate in the Engineering Division; how often the Board will be updated on the Corrective Action Plan; the cause for the point of congestion or disruption that impedes the smooth flow of permits being processed, and how to reduce this; whether the Air District plans to utilize Artificial Intelligence (AI) and engage an efficiency expert to improve efficiency in the permitting process; the suggestion of considering the benefits of hydrogen projects; concerns about charging permitted facilities fees beyond 100% of the Air District's costs; appreciation for continued discretionary contributions to prefund Pension Trust, and the origin of the contributions; whether the Air District's current

revenue source structure is sustainable for a long-term period; and the belief that the Air District has been maintaining fiscal responsibility.

Chair Hopkins closed the public hearing.

Board Action

Director Carlson made a motion, seconded by Director Quinto, to **adopt** a resolution to **approve** the proposed Fiscal Year 2025–2026 Budget, which includes recommended staffing levels, the salary schedule and benefits, revised Appendix F, and other related budget actions; and the motion **carried** by the following vote of the Board:

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

Director Lee made a motion, seconded by Vice Chair Veenker, to **adopt** 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; and the motion **carried** by the following vote of the Board:

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

[Click here to view Board Resolutions No. 2025-04 & 2025-05](#)

29. TOXIC AIR CONTAMINANT CONTROL PROGRAM ANNUAL REPORT – 2025

The Board of Directors held 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.

Ariana Husain, Engineering Manager, gave the staff presentation *Toxic Air Contaminant Control Annual Report*, including: outline; introduction and purpose of report; what are air toxics; overview of toxic control initiatives; Air Toxics New Source review; facility risk reduction programs; Air Toxics Emissions Inventory; air toxics ambient air monitoring; community health protection; conclusions; and acknowledgments.

Chair Hopkins opened the public hearing.

Public Comments

No requests received.

Board Comments

The Board and staff discussed whether the Bay Area Healthy Homes Initiative can help to augment the Air District's appliance rules.

Chair Hopkins closed the public hearing.

Board Action

No action taken. The Board of Directors held 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 was required at this time.

INFORMATIONAL ITEMS

30. WILDFIRE RESPONSE, PREVENTION, AND MITIGATION

Dr. Ranyee Chiang, Director of the Meteorology and Measurement Division, gave the staff presentation *Wildfire Response, Prevention, and Mitigation*, including: outline; wildfire impacts on air quality; 2025 fire season outlook; Air District role during wildfires: air monitoring, air quality forecasting, communications; Air District programs for wildfire prevention: reducing wildfire risk, Prescribed Burn Program summary, is the Air District a barrier to prescribed burning, burning allowed on average of 244 days each year, recent program developments to encourage prescribed burns, potential amendments to woodsmoke rules; and Air District programs for mitigation of impacts from wildfires: Clean Air Centers, air filtration initiatives.

Public Comments

No requests received.

Board Comments

The Board and staff discussed concerns that the geographic coverage of elementary schools selected to service air filtration units and funded upgrades/maintenance to Heating, Ventilation, and Air Conditioning systems did not include all eligible, impacted areas; whether the Air District would authorize prescribed burns on days when wildfire smoke from Canada (or other areas) has transported to the Bay Area; the desire for enhanced public outreach regarding the benefits of prescribed burns; difficulty in forecasting weather and coordinating the different agencies for prescribed burn days; and Santa Clara County's recent installation of 50 AI fire air quality sensors for detecting fires in the foothills (which can distinguish different sources of smoke.)

Board Action

No action taken.

31. 2024-2029 STRATEGIC PLAN IMPLEMENTATION UPDATE

Dr. Philip M. Fine, Executive Officer/Air Pollution Control Officer (APCO), was to give the staff presentation *2024-2029 Strategic Plan Implementation Update*, but due to the time, this presentation was waived.

Public Comments

No requests received.

Board Comments

None.

Board Action

No action taken.

OTHER BUSINESS

32. PUBLIC COMMENT ON NON-AGENDA MATTERS

No requests received.

33. BOARD MEMBER COMMENTS

Director Young provided an update on anticipated actions due to the impending closure of the Valero refinery in Benicia.

34. REPORT OF THE EXECUTIVE OFFICER/APCO

Dr. Fine thanked the Board for approving sponsorship of the 55th Annual San Francisco Pride Parade, which will be held on Sunday, June 29, 2025. Board members, Air District staff, staff from the Metropolitan Transportation Commission, Association of Bay Area Governments, and Bay Conservation Development Commission, and family and friends were invited to march together in the parade.

35. CHAIRPERSON'S REPORT

Chair Hopkins made the following announcements:

- On May 16 and 17, she attended the Air District's Community Advisory Council's (CAC) two-day retreat, at which, the CAC's environmental justice priorities were discussed, and presentation were received from CAC members and Air District staff regarding: air

quality concerns; roadmap to improved air monitoring programs; cumulative impacts and permitting work of the Advisory Council; new air quality complaint data lookup tool that is being developed; Notice of Violation trends; development of a targeted inspection program; and the Air District's five-year rulemaking schedule and the Community Investments Office.

- Two weeks ago, she and Vice Chair Veenker joined Air District staff, members of the Bay Area congressional delegation and their staff, the American Lung Association, the National Association of Clean Air Agencies, and the US Climate Alliance in Washington, DC to discuss federal legislative priorities with Senators Padilla and Schiff.
- The next Board of Directors meeting will take place on Wednesday, July 2, 2025, at 10:00 a.m. No remote locations will be authorized for this meeting, due to the consideration of the adoption of the Proposed Amendments to Fee Schedules S and V, pursuant to Section Two, Board of Directors, Board of Directors Meetings, Administrative Section Code 2.6(d).

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 members and members of the public will be able to either join in-person or via webcast.

37. ADJOURNMENT

The meeting was adjourned at 2:13 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: July 2, 2025

Re: Board Communications Received from June 4, 2025, through July 1, 2025

RECOMMENDED ACTION

None; the Board will discuss this item, but no action is requested at this time.

BACKGROUND

None.

DISCUSSION

Copies of communications directed to the Board of Directors received by the Air District from June 4, 2025, through July 1, 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: Michelle Beteta
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: July 2, 2025

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

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

National Association of Clean Air Agencies Spring Membership Meeting (NACAA), Houston, Texas, May 11-15, 2025, attendee:

- Philip M. Fine, Ph.D., Executive Officer/Air Pollution Control Officer

Federal Advocacy Trip, Washington, District of Columbia, May 18-21, 2025, attendees:

- Alan Abbs, Legislative Officer
- Philip M. Fine, Ph.D., Executive Officer/Air Pollution Control Officer
- Viet Tran, Deputy Executive Officer of Public Affairs

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: July 2, 2025

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

NOTICES OF VIOLATIONS ISSUED

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

Alameda						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
98th Gas and Mart	D1140	Oakland	A62466A	5/1/25	8-7-302.3	Gas Dispensing Facility Violation
C A R Service	C0679	Oakland	A64933A	5/6/25	2-1-307	Permit Requirement/Condition Violation
Callan Centro Apartments	S771876	San Leandro	A65158A	5/28/25	2-1-302	No Permit to Operate
Ken Betts Chevron	C0803	Oakland	A64936A	5/13/25	2-1-307	Permit Requirement/Condition Violation
Quick Food & Gas	C0539	Oakland	A64935A	5/8/25	8-7-302.1	Gas Dispensing Facility Violation
Seagate Technology LLC	E0065	Fremont	A65207A	5/20/25	9-7-404	Boiler Emissions Violation
Seagate Technology LLC	E0065	Fremont	A65207B	5/20/25	9-7-506	Boiler Emissions Violation
Sunny Goyal - Poppy Market LLC	S774007	Union City	A63659A	5/20/25	8-7-308	Gas Dispensing Facility Violation
Synergy EE Inc.	S716257	Hayward	A63660A	5/28/25	11-2-401.5	Asbestos Violation
Tesla, Inc.	A1438	Fremont	A64774A	5/1/25	2-6-307	Title V Requirement/ Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A64775A	5/1/25	2-6-307	Title V Requirement/ Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A64776A	5/1/25	2-6-307	Title V Requirement/ Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A64777A	5/1/25	2-6-307	Title V Requirement/ Permit Condition Violation

Tesla, Inc.	A1438	Fremont	A65203A	5/1/25	2-6-307	Title V Requirement/ Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A65205A	5/12/25	2-6-307	Title V Requirement/ Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A65206A	5/12/25	2-6-307	Title V Requirement/ Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A65208A	5/22/25	2-6-307	Title V Requirement/ Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A65209A	5/22/25	2-6-307	Title V Requirement/ Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A65210A	5/22/25	2-6-307	Title V Requirement/ Permit Condition Violation
Tri-City Rock, Inc.	A6378	Fremont	A65204A	5/8/25	2-1-307	Permit Requirement/Condition Violation

Contra Costa						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
7-Eleven	S774009	Martinez	A62117A	5/23/25	8-7-302.1	Gas Dispensing Facility Violation
Acme Fill Corporation	A1464	Martinez	A65285A	5/23/25	8-34-301.2	Landfill Violation
Air Liquide Large Industries US LP	B7419	Rodeo	A63924A	5/28/25	2-6-307	Title V Requirement/ Permit Condition Violation
Air Liquide Large Industries US LP	B7419	Rodeo	A63925A	5/28/25	2-6-307	Title V Requirement/ Permit Condition Violation
Air Liquide Large Industries US LP	B7419	Rodeo	A63926A	5/28/25	2-6-307	Title V Requirement/ Permit Condition Violation

Air Liquide Large Industries US LP	B7419	Rodeo	A64424A	5/28/25	2-6-307	Title V Requirement/ Permit Condition Violation
Air Liquide Large Industries US LP	B7419	Rodeo	A64425A	5/28/25	2-6-307	Title V Requirement/ Permit Condition Violation
Air Liquide Large Industries US LP	B7419	Rodeo	A64426A	5/28/25	2-6-307	Title V Requirement/ Permit Condition Violation
Chevron Products Company	A0010	Richmond	A62547A	5/7/25	1-301	Public Nuisance Violation
Chevron Products Company	A0010	Richmond	A62549A	5/30/25	12-11-502.3	Refinery Flare Monitoring Violation
Chevron Products Company	A0010	Richmond	A62550A	5/30/25	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62551A	5/30/25	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A62552A	5/30/25	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A62965A	5/15/25	2-6-307	Title V Requirement/ Permit Condition Violation
Chevron Products Company	A0010	Richmond	A64653A	5/30/25	1-522.4	Continuous Emission Monitor Violation
Chevron Products Company	A0010	Richmond	A64654A	5/30/25	1-523.1	Parametric Monitor Violation
Chevron Products Company	A0010	Richmond	A64655A	5/30/25	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A64656A	5/30/25	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A64657A	5/30/25	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A64658A	5/30/25	2-1-307	Permit Requirement/Condition Violation

Chevron Products Company	A0010	Richmond	A64659A	5/30/25	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A64660A	5/30/25	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A64661A	5/30/25	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A64662A	5/30/25	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A64663A	5/30/25	2-1-307	Permit Requirement/Condition Violation
Martinez Refining Company LLC	A0011	Martinez	A65253A	5/1/25	9-10-307.2.1	Refinery NOx or CO Violation
Martinez Refining Company LLC	A0011	Martinez	A65254A	5/1/25	9-10-307.2.1	Refinery NOx or CO Violation
Martinez Refining Company LLC	A0011	Martinez	A65255A	5/1/25	9-10-307.2.1	Refinery NOx or CO Violation
Martinez Refining Company LLC	A0011	Martinez	A65256A	5/1/25	9-10-307.2.1	Refinery NOx or CO Violation
Martinez Refining Company LLC	A0011	Martinez	A65257A	5/1/25	9-10-307.2.1	Refinery NOx or CO Violation
Martinez Refining Company LLC	A0011	Martinez	A65258A	5/1/25	9-10-307.2.1	Refinery NOx or CO Violation
Martinez Refining Company LLC	A0011	Martinez	A65259A	5/1/25	9-10-307.2.1	Refinery NOx or CO Violation
Martinez Refining Company LLC	A0011	Martinez	A65260A	5/1/25	2-6-307	Title V Requirement/Permit Condition Violation

Martinez Refining Company LLC	A0011	Martinez	A65260B	5/1/25	6-1-302	Visible Emissions Violation
Martinez Refining Company LLC	A0011	Martinez	A65260C	5/1/25	10	Code of Federal Regulation Violation
Martinez Refining Company LLC	A0011	Martinez	A65261A	5/1/25	2-6-307	Title V Requirement/ Permit Condition Violation
Martinez Refining Company LLC	A0011	Martinez	A65261B	5/1/25	6-1-302	Visible Emissions Violation
Martinez Refining Company LLC	A0011	Martinez	A65262A	5/1/25	2-6-307	Title V Requirement/ Permit Condition Violation
Martinez Refining Company LLC	A0011	Martinez	A65262B	5/1/25	6-1-302	Visible Emissions Violation
Martinez Refining Company LLC	A0011	Martinez	A65262C	5/1/25	10	Code of Federal Regulation Violation
Martinez Refining Company LLC	A0011	Martinez	A65263A	5/1/25	10	Code of Federal Regulation Violation
Martinez Refining Company LLC	A0011	Martinez	A65264A	5/1/25	10	Code of Federal Regulation Violation
Martinez Refining Company LLC	A0011	Martinez	A65265A	5/1/25	2-6-307	Title V Requirement/ Permit Condition Violation
Martinez Refining Company LLC	A0011	Martinez	A65265B	5/1/25	1-522.7	Continuous Emissions Monitor Violation
Martinez Refining Company LLC	A0011	Martinez	A65266A	5/1/25	9-1-307	SO2 Emissions Violation

Martinez Refining Company LLC	A0011	Martinez	A65266B	5/1/25	1-522.7	Continuous Emissions Monitor Violation
Martinez Refining Company LLC	A0011	Martinez	A65267A	5/1/25	10	Code of Federal Regulation Violation
Martinez Refining Company LLC	A0011	Martinez	A65267B	5/1/25	1-522.7	Continuous Emissions Monitor Violation
Martinez Refining Company LLC	A0011	Martinez	A65268A	5/1/25	9-1-307	SO2 Emissions Violation
Martinez Refining Company LLC	A0011	Martinez	A65269A	5/1/25	1-522.4	Continuous Emissions Violation
Martinez Refining Company LLC	A0011	Martinez	A65270A	5/1/25	12-11-502.3	Refinery Flare Monitoring Violation
Oak Grove Chevron	C7726	Concord	A64733A	5/27/25	1-420	Emission Source Data Violation
One Stop Gas & Mini Mart	C0728	Richmond	A62467A	5/1/25	8-7-302.3	Gas Dispensing Facility Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A64779A	5/29/25	1-441	Denied Access to Information Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A64780A	5/29/25	1-441	Denied Access to Information Violation
Shell SS#68236	C0861	Walnut Creek	A64430A	5/27/25	8-7-301.5	Gas Dispensing Facility Violation
Shell SS#68236	C0861	Walnut Creek	A64430B	5/27/25	8-7-301.6	Gas Dispensing Facility Violation
Tesoro Refining & Marketing Company, LLC	B2758	Martinez	A65284A	5/22/25	2-6-307	Title V Requirement/ Permit Condition Violation

West Contra Costa County Landfill	A1840	Richmond	A65192A	5/7/25	2-1-307	Permit Requirement/Condition Violation
West Contra Costa County Landfill	A1840	Richmond	A65193A	5/7/25	2-1-307	Permit Requirement/Condition Violation

Marin						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Chevron Gas Station	C0369	Mill Valley	A62469A	5/1/25	8-7-302.3	Gas Dispensing Facility Violation
Marin Municipal Water District	C8409	Corte Madera	A62720A	5/15/25	8-7-301.5	Gas Dispensing Facility Violation
San Rafael Chevron	C9921	San Rafael	A62468A	5/1/25	8-7-301.6	Gas Dispensing Facility Violation
San Rafael Chevron	C9921	San Rafael	A62468B	5/1/25	8-7-302.3	Gas Dispensing Facility Violation

San Francisco						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
EC Auto Body	A9841	San Francisco	A64131A	5/1/25	2-1-302	No Permit to Operate
Silver Gas	C9908	San Francisco	A63655A	5/5/25	8-7-302.3	Gas Dispensing Facility Violation
Sunset Home Builders	S773927	San Francisco	A63657A	5/13/25	11-2-303.8	Asbestos Violation

San Mateo						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
DJONT/CMB SSF LLC (dba Embassy Suites SF Airport	E2580	South San Francisco	A60989A	5/23/25	2-1-302	No Permit to Operate

Santa Clara						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
APRO, LLC dba United Pacific #2206 AD	C8181	Santa Clara	A64888A	5/19/25	8-7-302.3	Gas Dispensing Facility Violation
BD Home Group	S773976	San Jose	A64890A	5/22/25	11-2-401.5	Asbestos Violation
Cal Trans	D1319	San Jose	A60605A	5/23/25	8-7-302.3	Gas Dispensing Facility Violation
Campbell Shell	D0100	Campbell	A64891A	5/27/25	2-1-307	Permit Requirement/Condition Violation
Campbell Shell	D0100	Campbell	A64891B	5/27/25	8-7-302.3	Gas Dispensing Facility Violation
Central Fire Protection District	C8828	Los Gatos	A60603A	5/21/25	2-1-307	Permit Requirement/Condition Violation
City of Mountain View (Shoreline Landfill)	A2740	Mountain View	A63703A	5/22/25	8-34-301.2	Landfill Violation
City of Mountain View (Shoreline Landfill)	A2740	Mountain View	A63703B	5/22/25	10	Code of Federal Regulation Violation
City of Mountain View (Shoreline Landfill)	A2740	Mountain View	A63704A	5/22/25	8-34-303	Landfill Violation
City of Mountain View (Shoreline Landfill)	A2740	Mountain View	A63704B	5/22/25	10	Code of Federal Regulation Violation
City of Mountain View (Shoreline Landfill)	A2740	Mountain View	A63705A	5/22/25	8-34-305.1	Landfill Violation

City of Mountain View (Shoreline Landfill)	A2740	Mountain View	A63705B	5/22/25	10	Code of Federal Regulation Violation
City of Mountain View (Shoreline Landfill)	A2740	Mountain View	A63706A	5/22/25	2-1-307	Permit Requirement/Condition Violation
City of Mountain View (Shoreline Landfill)	A2740	Mountain View	A63707A	5/22/25	2-1-307	Permit Requirement/Condition Violation
City of Mountain View (Shoreline Landfill)	A2740	Mountain View	A63708A	5/29/25	2-1-301	No Authority to Construct and No Permit to Operate
City of Mountain View (Shoreline Landfill)	A2740	Mountain View	A63708B	5/29/25	2-1-302	No Authority to Construct and No Permit to Operate
DeAnza College	C0821	Cupertino	A64893A	5/28/25	2-1-302	No Permit to Operate
eBay / WPR	B6777	San Jose	A64456A	5/28/25	2-1-301	No Authority to Construct and No Permit to Operate
eBay / WPR	B6777	San Jose	A64456B	5/28/25	2-1-302	No Authority to Construct and No Permit to Operate
Kifer Office Park LLC c/o RiverRock Real Estate	E3169	Santa Clara	A65129A	5/7/25	2-1-307	Permit Requirement/Condition Violation
Kifer Office Park LLC c/o RiverRock Real Estate	E3169	Santa Clara	A65130A	5/7/25	2-1-307	Permit Requirement/Condition Violation
L&A Custom Homes LLC dba AVA Construction	S773223	Santa Clara	A64851A	5/6/25	11-2-303.8	Asbestos Violation
Leshell Inc.	C3571	Milpitas	A64852A	5/8/25	8-7-302.3	Gas Dispensing Facility Violation

Mission Bell Manufacturing	B9692	Morgan Hill	A64244A	5/19/25	2-1-301	No Authority to Construct
NanoSil LLC	E4981	Sunnyvale	A63709A	5/29/25	2-1-301	No Authority to Construct and No Permit to Operate
NanoSil LLC	E4981	Sunnyvale	A63709B	5/29/25	2-1-302	No Authority to Construct and No Permit to Operate
Palo Alto Chevron	C9991	Palo Alto	A62947A	5/29/25	2-1-307	Permit Requirement/Condition Violation
Ron Paris Construction Co., Inc.	S773831	Santa Clara	A64889A	5/20/25	11-2-401.5	Asbestos Violation
Salkhi Petroleum Inc.	C8801	San Jose	A60606A	5/28/25	8-7-301.6	Gas Dispensing Facility Violation
Steven Creek 76	C8469	San Jose	A64892A	5/28/25	8-7-302.3	Gas Dispensing Facility Violation
Steven Creek 76	C8469	San Jose	A64892B	5/28/25	8-7-302.3	Gas Dispensing Facility Violation
Unocal SS #6230	D0121	Gilroy	A60604A	5/21/25	2-1-307	Permit Requirement/Condition Violation

Solano						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Anheuser-Busch LLC	A0606	Fairfield	A63609A	5/5/25	1-522	Continuous Emissions Monitor Violation
Ardagh Metal Beverage USA Inc.	A1665	Fairfield	A63612A	5/28/25	9-7-307	Boiler Emissions Violation
Ball Metal Beverage Container Corp.	A0148	Fairfield	A63610A	5/9/25	2-1-302	No Permit to Operate
Ball Metal Beverage Container Corp.	A0148	Fairfield	A63610B	5/9/25	2-6-307	Title V Requirement/Permit Condition Violation
Gilroy Energy Center, LLC (Wolfskill Energy Ctr)	B4511	Fairfield	A65104A	5/9/25	2-6-307	Title V Requirement/Permit Condition Violation

Valero Refining Company - California	B2626	Benicia	A61877A	5/1/25	2-6-307	Title V Requirement/ Permit Condition Violation
Valero Refining Company - California	B2626	Benicia	A63895A	5/6/25	1-301	Public Nuisance Violation
Valero Refining Company - California	B2626	Benicia	A63896A	5/28/25	8-18-304.2	Equipment Leak Violation
Valero Refining Company - California	B2626	Benicia	A65303A	5/6/25	6-1-301	Visible Emissions Violation
Valero Refining Company - California	B2626	Benicia	A65304A	5/6/25	6-1-301	Visible Emissions Violation
Valero Refining Company - California	B2626	Benicia	A65306A	5/28/25	2-6-307	Title V Requirement/ Permit Condition Violation
Vision Recycling Benicia	B3384	Benicia	A63611A	5/15/25	2-1-301	No Authority to Construct and No Permit to Operate
Vision Recycling Benicia	B3384	Benicia	A63611B	5/15/25	2-1-302	No Authority to Construct and No Permit to Operate

Company Address Outside of the Bay Area						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Competitive Contracting Inc.	S773224	La Mesa	A63656A	5/6/25	11-2-401.5	Asbestos Violation
H&S Energy Products, LLC	FB468	Orange	A62946A	5/13/25	8-7-308	Gas Dispensing Facility Violation

SETTLEMENTS FOR \$10,000 OR MORE REACHED

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

- 1) On May 1, 2025, the Air District reached a settlement with Caliber Holdings LLC for \$59,500, regarding the allegations contained in the following 2 Notices of Violations:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A63332A	11/18/24	12/31/23	2-1-307	Permit Requirement/Condition Violation
A63343A	1/13/25	1/13/25	2-1-307	Permit Requirement/Condition Violation

- 2) On May 22, 2025, the Air District reached a settlement with Solano County for \$40,000, regarding the allegations contained in the following 1 Notice of Violation:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A62555B	10/18/23	3/16/23	9-8-301	Internal Combustion 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: July 2, 2025

Re: Representation Unit Modification under Employer-Employee Relations
Resolution Section 4 and Certification of Recognized Employee Organization
under Employer-Employee Relations Resolution Section 5

RECOMMENDED ACTION

Adopt the attached draft Resolution 1) modifying the Management Unit by excising the Assistant Counsel I and Assistant Counsel II classifications and creating a new Attorney Management Unit consisting solely of the excised classifications and 2) recognizing the Employees' Association as the certified exclusive bargaining representative of the Attorney Management Unit.

BACKGROUND

On or about January 22, 2025, seven (7) employees in the Assistant Counsel I and Assistant Counsel II classifications submitted signed cards to the Air District requesting representation by the Employees' Association (EA).

Existing representation units are governed by Employer-Employee Relations Resolution ("EERR") Section 4, which requires each representation unit to include as many classifications as possible provided the positions in the representation unit share community of interest and a general field of work. Specifically, Section 4 provides that no unit will be established based solely on the extent to which employees in the proposed unit have expressed an interest in union representation.

Pursuant to the Meyers-Milias-Brown Act ("MMBA"), the Air District has reasonable rules for the administration of employer-employee relations. Under Administrative Code Division III Section 1.1, the Air District currently has four representation units:

The staff of the District are represented by one of the following four Representation Units: Technical/General, Professional, Confidential, or Management....The Management Unit include those employees identified as members of the Management classes. The above-mentioned classes are described in Section III-5.7.

Administrative Code Division III Section 5.7 explains there are 26 classifications in the Management Unit, a total of 96 employees. Of those 96 employees, only nine (9) are in the Assistant Counsel I and Assistant Counsel II classifications.

Initially, the cards signed by seven (7) employees in two classifications submitted to the Air District fell short of the 30% minimum requirement for representation under the EERR. When evaluating a public agency's unit determination under its local rules, the inquiry is whether the agency's determination was reasonable, provided the determination conforms to the MMBA and the local rules.

The MMBA provides that attorneys are professional employees endowed with the right to be represented separately from nonprofessional employees. The MMBA further provides that management professional employees are also entitled to separate representation. In determining an appropriate unit under the MMBA, general field of work and community of interest for a unit comprised solely of attorneys is generally considered a class unto itself.

Based on the requirements above, to effectuate the purpose of the MMBA, staff recommends the Board of Directors modify the existing Management Unit by removing the Assistant Counsel I and Assistant Counsel II classifications and placing them in a newly formed Attorney Management Unit consisting of only those two (2) classifications.

On or about March 20, 2025, pursuant to the requirements of the EERR, the Air District posted a ten-(10-) day notice advertising that the Assistant Counsel I and Assistant Counsel II classifications petitioned to form their own Attorney Management Unit and requested recognition and certification of the EA as their sole and exclusive bargaining representative. On or about April 8, 2025, the notice period ended without challenge. Following the end of the notice period, to effectuate the purpose of the MMBA, the Air District negotiated a voluntary recognition agreement with the EA.

On or about May 31, 2025, as required by the MMBA, a neutral third-party analyzed the cards signed by the seven (7) employees in the proposed Attorney Management Unit and verified that the EA had established majority support.

Based on the requirements above, to effectuate the purpose of the MMBA, staff recommends the Board of Directors officially certify the EA as the recognized employee organization, sole and exclusive representative of the Attorney Management Unit.

DISCUSSION

To comply with the Air District's obligations under the EERR and MMBA, staff recommends the Board of Directors now take two formal actions: (1) modify the Management Unit by excluding the Assistant Counsel I and Assistant Counsel II classifications from the scope of that unit and create a new fifth unit titled the Attorney Management Unit consisting of the Assistant Counsel I and Assistant Counsel II

classifications; and (2) certify the EA as the recognized employee organization and sole and exclusive representative of the Attorney Management Unit.

1. Unit Modification

Pursuant to EERR Section 4, staff recommends the Board of Directors amend Administrative Code Division III Section 1.1 to include five (5) Representation Units:

The staff of the District are represented by one of the following ~~five~~^{four} Representation Units: Technical/General, Professional, Confidential, Management, or Attorney Management. The Technical/General Unit includes those employees identified as members of the Clerical and Technical classes except for those employees included in the Confidential Unit. The Professional Unit include those employees identified as members of the Professional classes. The Confidential Unit include those employees identified as members of the Legal Services class, the Personnel class and Executive Secretaries. The Management Unit include those employees identified as members of the Management classes. The Attorney Management Unit include those employees identified as members of the Attorney Manager classes. The above-mentioned classes are described in Section III-5.7.

Pursuant to EERR Section 4, staff recommends the Board of Directors amend Administrative Code Division III Section 5.7 to excise the Assistant Counsel I and Assistant Counsel II classifications from the Management Category and create the Attorney Management Category and Attorney Manager group designation consisting solely of the Assistant Counsel I and Assistant Counsel II classifications.

(2) Certification

Pursuant to EERR Section 5, staff recommends the Board of Directors certify the EA as the recognized employee organization and sole and exclusive representative for the Attorney Management Unit.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Lisa Baker
Reviewed by: Hyacinth Hinojosa

ATTACHMENT(S):

1. Draft Board Resolution Assistant Counsel
2. Recognition Agreement
3. Neutral Third-Party Verification of Majority Status from Arbitrator Barry Winograd

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 Modify the Management Unit by Removing the Assistant Counsel I and Assistant Counsel II Classifications from the Management Unit, Form a New Attorney Management Unit Consisting Solely of the Assistant Counsel I and II Classifications, and Certify the Recognized Employee Organization of the Attorney Management Unit

WHEREAS, the Bay Area Air Quality Management District (Air District) is a public agency under the Meyers-Milias-Brown Act (MMBA), Government Code Sections 3500 – 3511;

WHEREAS, the Board of Directors of the Air District has adopted reasonable rules for the administration of employer-employee relations pursuant to Government Code section 3507;

WHEREAS, the Board of Directors has statutory authority to modify and establish the Air District's employee representation units pursuant to Employer-Employee Relations Resolution (EERR) Section 4 and certify or de-certify a recognized employee organization of a representation unit pursuant to EERR Section 5;

WHEREAS, the Board of Directors now takes the following actions and adopts the following resolutions:

A. MODIFY THE MANAGEMENT UNIT BY EXCISING THE ASSISTANT COUNSEL I AND ASSISTANT COUNSEL II CLASSIFICATIONS AND CREATE A NEW ATTORNEY MANAGEMENT UNIT CONSISTING SOLELY OF THE ASSISTANT COUNSEL I AND II CLASSIFICATIONS

WHEREAS, on or about January 22, 2025, seven (7) of the nine (9) employees in the Assistant Counsel I and Assistant Counsel II classifications petitioned the Air District requesting the Board of Directors certify a recognized employee organization to represent them;

WHEREAS, Administrative Code Division III Section 1.1 and Administrative Code Division III Section 5.7 establish that the Assistant Counsel I and Assistant Counsel II classifications belong to the Management Unit consisting of 94 employees and 26 classifications;

WHEREAS, EERR Section 5 requires employees petitioning for certification of a recognized employee organization have support from at least thirty percent (30%) of the employees within the proposed or existing representation unit;

WHEREAS, EERR Section 4 allows employees to petition concerning a proposed representation unit provided the representation unit include as many classifications as possible and the positions in the representation unit share community of interest and a general field of work;

WHEREAS, EERR Section 4 specifically prohibits the establishment of a representation unit based solely on the extent to which employees in the proposed unit have expressed an interest in union representation;

WHEREAS, the purpose of the MMBA promotes communication between public employers and their employees by providing a reasonable method of resolving disputes regarding the terms and conditions of employment and the improvement of personnel management and employer-employee relations;

WHEREAS, attorneys are professional employees endowed with the right to be represented separately from nonprofessional employees pursuant to Government Code Section 3507.3;

WHEREAS, management professional employees are also entitled to separate representation pursuant to Government Code Sections 3507.5 and 3507.3;

WHEREAS, California courts in reading Government Code Section 3507.3 have held that general field of work and community of interest for a unit comprised solely of attorneys is *sui generis*, a class of its own;

WHEREAS, EERR Section 4 requires the conspicuous posting of a notice for ten (10) days advertising a newly proposed unit;

WHEREAS, the Air District conspicuously posted the ten- (10-) day notice required under EERR Section 4 on or about March 20, 2025 advertising that the Assistant Counsel I and Assistant Counsel II classifications petitioned to form their own Attorney Management Unit, and on or about April 8, 2025, the notice period ended without challenge;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby modifies the Management Unit to remove the Assistant Counsel I and Assistant Counsel II classifications, establishes a new Attorney Management Unit consisting solely of the Assistant Counsel I and Assistant Counsel II classifications, and hereby amends Administrative Code Division III as follows:

Section 1.1

The staff of the District are represented by one of the following five ~~four~~ Representation Units: Technical/General, Professional, Confidential, ~~or~~ Management or Attorney Management. The Technical/General Unit includes those employees identified as members of the Clerical and Technical classes except for those employees included in the Confidential Unit. The Professional Unit include those employees identified as members of the Professional classes. The Confidential Unit include those employees identified as members of the Legal Services class, the Personnel class and Executive Secretaries. The Management Unit include those employees identified as members of the Management classes. The Attorney Management Unit include those employees identified as members of the Attorney Manager classes. The above-mentioned classes are described in Section III-5.7.

Section 5.7

Management Category

Air Pollution Control Officer
District Counsel
Clerk of the Boards
Deputy Air Pollution Control Officer

Division Director

Director of Enforcement
Director of Permit Services
Director of Planning and Research
Director of Technical Services
Director of Administrative Services
Director of Public Information

Manager

Air Quality Engineering Manager
Research and Modeling Manager
Environmental Review Manager
Enforcement Program Manager
Information Systems Manager
Meteorology and Data Analysis Manager
Air Monitoring Manager
Laboratory Services Manager
Personnel Manager
Finance Manager
Facilities Maintenance Manager
Business Manager
Senior Advanced Projects Advisor Legal
Senior Assistant Counsel
~~Assistant Counsel II~~
~~Assistant Counsel I~~

Attorney Management Category

Attorney Manager

Assistant Counsel II
Assistant Counsel I

B. CERTIFICATION OF RECOGNIZED EMPLOYEE ORGANIZATION FOR THE ATTORNEY MANAGEMENT UNIT

WHEREAS, pursuant to EERR Section 4 the APCO has recommended the Board of Directors modify the Management Unit by excising the Assistant Counsel I and Assistant Counsel II classifications and form a new Attorney Management Unit consisting solely of the Assistant Counsel I and Assistant Counsel II classifications;

WHEREAS, pursuant to EERR Section 5, at least thirty percent (30%) of the employees in the proposed unit petitioned requesting the Employees' Association (EA) be certified as

their employee organization and sole and exclusive representative;

WHEREAS, pursuant to EERR Section 5, the Air District conspicuously posted the ten- (10-) day notice on or about March 20, 2025 advertising that at least thirty percent (30%) of the newly proposed Attorney Management Unit petitioned requesting the EA be certified as their employee organization and sole and exclusive representative, and on or about April 8, 2025, the notice period ended without challenge;

WHEREAS, pursuant to Government Code Section 3507.1 the Air District and EA entered into a recognition agreement and on or about May 31, 2025, a neutral third-party, Arbitrator Barry Winograd, verified that a majority of the employees in the proposed Attorney Management Unit supported certifying the EA as their employee organization and sole and exclusive representative;

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board of Directors hereby certifies the EA as the recognized employee organization and sole and exclusive representative of the Attorney Management Unit effective as of July 2, 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:

AYES:

NOES:

ABSENT:

Lynda Hopkins
Chair of the Board of Directors

ATTEST:

Marcy Hiratzka
Clerk of the Boards

MEMORANDUM OF AGREEMENT RE EA REPRESENTATION OF ASSISTANT COUNSEL I/II's

The Bay Area Air Quality Management District ("Air District") and the Bay Area Air Quality Management District Employees' Association ("EA;" collectively, the "parties") enter into the following Memorandum of Agreement concerning the voluntary recognition of the EA as the recognized employee organization of a unit consisting of the Assistant Counsel I/II's employed by the Air District.

WHEREAS, on January 22, 2025, the EA submitted to the Air District a petition signed by seven (7) of the nine (9) Assistant Counsel I/II's requesting that the Air District establish a representation unit consisting of Assistant Counsel I/II's and selecting the EA as the collective-bargaining representative for that unit (the "Petition").

WHEREAS, on February 3, 2025, the EA registered with the Air District pursuant to the Admin. Code § 10.3/Air District Employer-Employee Relations Resolution §3 (EERR, which is verbatim to the prior Admin. Code § 10.3 attached to the parties' collective bargaining agreement).

WHEREAS, on March 20, 2025, the Air District posted a Notice of Intent to Modify Unit and Notice of Petition Requesting Certification of Recognized Employee Organization pursuant to EERR §§ 4 and 5 Admin. Code §§ 10.4 and 10.5.

WHEREAS, ten (10) days elapsed without any petitions requesting changes in the proposed unit or from another employee organization seeking to represent the unit.

WHEREAS, the EA has informed the Air District that it does not believe Assistant Counsel I/II's are properly designated as management employees and the Air District has informed the EA that it disagrees.

NOW THEREFORE, in order to avoid unnecessary expense and delay, the parties agree as follows:


1. The Air District has been presented with proof that more than 30% of the full-time regular and probationary employees within the proposed representation unit of Assistant Counsel I/II's wish to be in their own representation unit.
2. The Air District hereby establishes the Attorney Management Unit consisting of Assistant Counsel I/II's.
3. Pursuant to Government Code section 3507.1 (c), Arbitrator Barry Winograd will review the petition to verify the exclusive status of the EA as the collective-bargaining representative of the Attorney Management Unit. Within five (5) business days of the EA notifying Arbitrator Winograd of his selection, the District will provide him with a list of Assistant Attorney I/II's and W-2s, I-9s, or other documents bearing the signature of each Assistant Counsel I/II so that the Arbitrator can confirm that a majority of employees in the

Attorney Management Unit have selected the EA as their exclusive collective-bargaining representative.

4. After certification by the Arbitrator, the Board at its next meeting, pursuant to EERR §5/Admin. Code § 10.5. will certify and recognize the EA as the exclusive employee organization representing the Attorney Management Unit for purposes of collective bargaining.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this _____ day of _____ 2025, in San Francisco County, State of California.

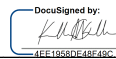
BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

By:  _____
Signed by: 98506AP9861DACC...

Title: **Executive officer/APCO**

Date: **5/17/2025**

EMPLOYEES' ASSOCIATION

By:  _____
DocuSigned by: 4EE1958DE48E49C...

Title: **President**

Date: **5/29/2025**

BARRY WINOGRAD
Arbitrator & Mediator
875-A Island Dr., No. 144
Alameda, CA 94502
Tel: (510) 393-7283 [Cell/Text]
Email: winmedarb@aol.com

Via Email

June 3, 2025

Laura A. Izon
Atkinson Andelson et al
2151 River Plaza Drive, Suite 300
Sacramento, CA 95833

Luke N. Dowling
McCracken, Stemerma & Holsberry, LLP
475 14th Street, Suite 1200
Oakland, California 94612

Re: BAAQMD and EA
(Recognition Agreement - Card Check)
Arbitrator's File No. 25-138-RA

Dear Parties:

By this letter, I am confirming my decision and certification in this matter on May 31, 2025 following my selection by the parties to conduct an employee card check pursuant to a recognition agreement between the parties. In conducting the card check, an examination of the signatures on authorization cards provided by the union and personnel documents provided by the employer showed that a majority of employees in the Management Attorney Unit have authorized the EA to be the employee representative.

Accompanying transmittal of this letter by email is an invoice for services rendered. As a courtesy, given the brevity of this proceeding, the amount owed is based on a prorated minimum fee for grievance arbitration on my fee schedule, rather than a higher fee based on election administration service. Also accompanying the email is a W9 tax form to facilitate payment by the parties.

I appreciate my selection to serve in this matter and wish the parties well in your labor relationship.

Very truly,

Barry Winograd

Barry Winograd

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: July 2, 2025

Re: Allocation of Transportation Fund for Clean Air Funds to the Clean Cars for
All Program

RECOMMENDED ACTION

Allocate \$3 million in Transportation Fund for Clean Air funds to the Clean Cars for All Program as an Air District Sponsored Program.

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. Since 2019, the Clean Cars for All Program (CCFA) has reduced criteria pollutants and greenhouse gas emissions throughout the Bay Area and supported the goal of equitable access to electric vehicles and clean transportation. 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.

In 1991, the California State Legislature authorized the California Department of Motor Vehicles (DMV) to impose a \$4 surcharge on motor vehicles registered within the nine-county Bay Area to fund projects that reduce on-road motor vehicle emissions within the Air District's jurisdiction. Those funds are directed to the Air District and administered under the Transportation Fund for Clean Air (TFCA). The legislative requirements that enable the use of the funds are codified in California Health and Safety Code (HSC) Sections 44241, 44241.5 and 44242.

The authorizing legislation allows the Air District to award these funds to public agencies for all project categories, while non-public agencies, including private businesses, non-profits, and residents may only be awarded funds for projects that reduce emissions from vehicle-based projects. Up to sixty percent of TFCA funds may be awarded by the Air District to eligible projects and programs that are implemented directly by the Air District (e.g., Spare the Air and Vehicle Buy Back, CCFA) and for distribution to eligible applicants through the TFCA Regional Fund. The remaining forty percent of TFCA funds are passed through to the TFCA 40% Fund (also called the County Program Manager Fund) based on each county's proportionate share of vehicle registration fees paid and are awarded to eligible projects by the nine designated agencies within the Air District's jurisdiction.

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 June 2025, the Air District Board of Directors authorized the Air District to accept \$7.1 million in state funds for the CCFA Program. Over the years, state funding for the CCFA program has been inconsistent, and program demand has outpaced available funding, resulting in program closures, unfunded projects, confusing public messaging, and administrative challenges. Air District staff are proposing the allocation of \$3 million in Fiscal Year Ending 2026 TFCA funding be used for CCFA implementation in the Bay Area as a TFCA Air District Sponsored Program with a cost-effectiveness of \$522,000 / weighted ton of pollutants reduced, based on the aggregate reductions from the participating vehicles. This limit is consistent with that of other projects that scrap combustion-fueled vehicles and replace them with zero-emissions vehicles. These TFCA funds will be used to support the continuation of the existing CCFA program, which follows CARB requirements and aligns with the criteria for TFCA Air District Sponsored Programs. Up to 15% of this allocation will be used for program implementation costs, applicant assistance, and outreach consistent with CARB guidelines for this program.

BUDGET CONSIDERATION/FINANCIAL IMPACT

TFCA revenue is generated from DMV registration fees collected and 60% of the funds are awarded by the Air District to emission reduction projects and Air District Sponsored Programs. Funding for Air District staff costs and other program implementation costs are included in the proposed allocation.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Tin Le
Reviewed by: Anthony Fournier

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: July 2, 2025

Re: Amendment to Appendix F: Staffing Authorization of the Fiscal Year 2025-
2026 Budget to Correct Position Classification

RECOMMENDED ACTION

Approve an amendment to Appendix F: Staffing Authorization of the Fiscal Year 2025-2026 Budget to correct one position classification in the Regulatory Development Division from Principal Air Quality Specialist to Principal Air Quality Engineer.

BACKGROUND

On June 4, 2025, the Board approved the Fiscal Year 2025-2026 Budget along with related budget actions. One of these actions included the approval of Appendix F, which outlines all authorized Full-Time Equivalent (FTE) positions by division and designated classification. Appendix F serves as the guiding document to ensure that all positions and classifications are formally approved by the Board and that any changes are properly updated and brought back to the Board for approval.

DISCUSSION

Appendix F authorized twenty-three new FTE positions. However, one of the new position classifications was incorrectly listed. The classification "Principal Air Quality Specialist" should be corrected to "Principal Air Quality Engineer" under the Regulatory Development Division. This correction is reflected in the attachment – Appendix F: Staffing Authorization. The position will support the Air District's rulemaking efforts. This correction ensures alignment between the authorized staffing plan and the operational classification needs of the division. No changes to position count or budget allocation are proposed and the recommended action is limited to updating the classification title to accurately reflect duties assigned to the position.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Stephanie Osaze
Reviewed by: Hyacinth Hinojosa

ATTACHMENT(S):

1. Appendix F FYE 2026 Authorized Staffing Redline

APPENDIX F-FTE FY26

FYE 2026 Approved 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 APPROVED column represents approved changes to the designated classifications and/or division assignments (if any) which is reflected in the "DIFF" column. The total approved 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 APPROVED	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	49	49	49	
	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	
	Air Quality Engineer I/II	132/136	21	21	21	
	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	6	6	6	
	Senior Advanced Projects Advisor	148	1	1	1	
FY26 New	Senior Air Quality Engineer	140	13	13	14	1
	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 Total			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	
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	

APPENDIX F-FTE FY26

Service Area / Division	Position Classification	Salary Range ID	FYE 25 APPROVED	FYE 25-Mid Yr APPROVED	FYE 26 APPROVED	DIFF
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	
FY26 Transfer	Senior Advanced Projects Advisor	148			1	1
	Senior Air Quality Engineer	140	1	1	1	
FY26 Transfer	Senior Policy Advisor	148		0	1	1
FY26 New	Senior Staff Specialist	138	5	5	7	2
FY26 New	Staff Specialist I/II	130/134	4	4	6	2
Environmental Justice Total			17	17	24	7
Diversity, Equity & Inclusion						
	Director/Officer	156	1	1	1	
	Senior Staff Specialist	138	1	1	1	
	Staff Specialist I/II	130/134	1	1	1	
	Supervising Staff Specialist	142	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	
	Principal Staff Specialist	142	1	1	1	
	Senior Staff Specialist	138	6	6	6	
	Staff Specialist I/II	130/134	10	10	10	
	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 Total			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 Advanced Projects Advisor	148	0	0	0	
	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 Offic	Contract	1	1	1	
	Manager	148	2	2	2	
FY26 Transfer	Principal Environmental Planner	142	1	1	0	-1
FY26 Transfer (Add/Del)	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	

APPENDIX F-FTE FY26

Service Area / Division	Position Classification	Salary Range ID	FYE 25 APPROVED	FYE 25-Mid Yr APPROVED	FYE 26 APPROVED	DIFF
FY26 (Add/Del)	Director/Officer	156	1	1	1	
	Fiscal Services Supervisor	142	1	1	1	
	Human Resources Analyst	130/134			1	1
	Manager	148	3	3	3	
FY26 (Add/Del)	Principal Human Resources Analyst	142	1	1	0	-1
FY26 (Add/Del)	Senior Accountant	138			1	1
FY26 Transfer	Senior Advanced Projects Advisor	148			1	1
	Senior Payroll Analyst	138	1	1	1	
	Senior Staff Specialist	138	1	1	1	
	Staff Specialist I/II	130/134	1	1	1	
Finance Office Total			18	18	19	1
Human Resources Office						
FY26 New	Director/Officer	156	1	1	1	
	Human Resources Analyst I/II	130/134	1	2	3	1
	Human Resources Technician II	122/126	1	1	1	
FY26 New	Manager	148	2	2	2	
	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 Total			66	67	60	-7
General Counsel Service Area						
Legal						
FY26 New	Assistant Counsel I/II	149/153	9	9	10	1
	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 Total			17	17	19	2
Information Management Service Area						
FY26 Transfer (Add/Del)	Deputy Executive Officer	169			1	1
FY26 Transfer	Deputy Air Pollution Control Officer	160			1	1
Enterprise Technology Solutions						
	Assistant Manager	147	3	4	4	
	Assistant Staff Specialist I/II	122/126		1	1	
	Director/Officer	156	1	1	1	
	Manager	148	1	1	1	
	Supervising Systems Analyst	139	1	1	1	
	Systems Analyst	135	2	2	4	2
FY26 New	Web Master	135	1	1	1	
Enterprise Technology Solutions Total			9	11	13	2
Information Services						
FY26 Transfer (Add/Del)	Air Quality Specialist I/II	130/134	1	1	1	
	Assistant Air Quality Specialist I/II	122/126	1	1	1	
	Assistant Manager	147	1			
	Assistant Staff Specialist I/II	122/126	1	0	0	
	Director/Officer	156	1	1	0	-1
	Manager	148	3	3	3	
	Principal Cybersecurity Analyst	142	1	1	1	
	Principal System Analyst	142	0	0	0	
	Programmer Analyst I/II	127/131	1	1	1	
	Staff Specialist I/II	130/134	0	0	0	
	Supervising Staff Specialist	142	1	1	1	
	Supervising Systems Analyst	139	2	2	2	
	Systems Analyst	135	3	3	4	1
Information Services Total			16	14	14	
Information Management Service Area Total			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	
	Public Information Officer I/II	130/134	5	5	7	2
	Senior Public Information Officer	138	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 APPROVED	DIFF
	Staff Specialist I/II	130/134	1	0	0	
Communications Office Total			12	11	13	2
External Affairs Office						
	Assistant Staff Specialist I/II	122/126	1	1	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	5	2
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	21	5
Science & Policy Service Area						
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	
FY26 Transfer	Director/Officer	156	1	1	2	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	19	1
Meteorology & Measurements						
	Advanced Projects Advisor	144	1	1	1	
	Air Quality Chemist I/II	130/134	1	1	1	
FY26 Transfer	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	
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 Monitoring S	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	7	6	-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
	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

APPENDIX F-FTE FY26

Service Area / Division	Position Classification	Salary Range ID	FYE 25 APPROVED	FYE 25-Mid Yr APPROVED	FYE 26 APPROVED	DIFF
Regulatory Development						
	Assistant Manager	147	1	1	1	
	Director/Officer	156	1	1	1	
	Manager	148	2	2	2	
FY26 New	Principal Air Quality Specialist Engineer	144	0	0	1	1
FY26 New	Principal Air Quality Specialist	142	1	1	2	1
	Senior Air Quality Engineer	140	4	3	3	
FY26 New	Senior Air Quality Specialist	138	3	4	5	1
FY26 New	Staff Specialist I/II	130/134			1	1
Regulatory Development Total			12	12	15	3
Science & Policy Service Area Total			123	125	116	-9
Grand Total			491	500	523	23

APPENDIX F-LTCE FY26

FYE 2026 Approved 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 APPROVED column. The FYE 26 column represents approved changes to the designated classifications and/or division assignments (if any) which is reflected in the "DIFF" column. The total approved LTCE positions for FYE 26 includes 6 additional positions as shown in FYE 26 APPROVED column.

Service Area / Division	Position Classification	Salary Range ID	FYE 25 APPROVED	FYE 25 Mid-Yr APPROVED	FYE 26 APPROVED	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 APPROVED	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

BAY AREA AIR DISTRICT
Memorandum

To: Chairperson Lynda Hopkins and Members
of the Finance and Administration Committee

From: Philip M. Fine
Executive Officer/APCO

Date: July 2, 2025

Re: Authorization to Execute a Master Services Agreement with AgreeYa
Solutions, Inc.

RECOMMENDED ACTION

Authorize the Executive Officer/APCO to execute a Master Services Agreement with AgreeYa Solutions, Inc. for a total not-to-exceed dollar amount of \$650,000, for the development of a community-facing Air Quality Data information portal.

BACKGROUND

The purpose of the community-facing Air Quality Data Information Portal is to create a modern, efficient, and accessible platform for air quality information for the public. It supports the goals outlined in Bay Area Air District's 5-year Strategic Plan of achieving impact, advancing environmental justice, fostering cohesion and inclusion and being effective, accountable & customer-oriented.

This project is designed to enhance public engagement, support informed decision-making, and ensure alignment with California Health & Safety Code Section 44391.5(b). The effort reflects the Air District's ongoing commitment to transparency, environmental stewardship, and the use of innovative technology to address regional air quality and environmental health challenges. By improving public access to critical air quality data and enhancing communication with communities, the Air District aims to build trust and continue evolving as a responsive and effective public agency.

DISCUSSION

The Air Quality Data Information Portal shall display an interactive map that will allow the community to zoom in to their neighborhood or search by specified criteria like address and return a facility or list of facilities. Clicking on a specific facility would show facility information and facility-related documents.

All Air District fulfillment partners that were competitively qualified for this category of work under Request for Qualifications 2024-009, were invited to submit proposals for this project. The Air District received three proposals, which were evaluated and scored by a panel of Air District staff. The results are presented in Table 1. AgreeYa Solutions, Inc. received the highest overall score and is recommended for contract award.

Vendor	Expertise	Approach	Cost	References	Total
AgreeYa Solutions, Inc.	80/80	54/60	20/20	10/10	164/170
Oshyn, Inc	67/80	51/60	20/20	8/10	146/170
Tryfacta, Inc.	52/80	52/60	12/20	10/10	126/170

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for this contract is included in Program 125, Permitting & Compliance System, for the Fiscal Year Ending 2026.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Joy Chen
Reviewed by: John Chiladakis

ATTACHMENT(S):

1. Draft Master Services Contract No. 2025.172 - AgreeYa Solutions, Inc.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

MASTER SERVICES CONTRACT

CONTRACT NO. 2025.172

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 **AgreeYa Solutions, Inc.** (“CONTRACTOR”) whose address is 605 Coolidge Drive, Suite 200, Folsom, CA 95630.
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 28, 2025, to July 27, 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 to be performed under this Contract provided the District provides written documentation of the costs incurred as a result of the breach. 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 \$650,000. 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: Joy Chen

CONTRACTOR: AgreeYa Solutions, Inc.
605 Coolidge Drive, Suite 200
Folsom, CA 95630
Attn: James Tremaine

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

AGREEYA SOLUTIONS, INC.

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

By: _____
Ajay Kaul
Managing Partner

Date: _____

Date: _____

Approved as to form:
General Counsel

By: _____
Alexander Crockett
General Counsel

Attachment A
General Description of Services

Pursuant to Task Orders issued under this Contract, CONTRACTOR shall provide complete software solution deliverables to the DISTRICT and shall provide resources to meet with DISTRICT subject matter experts to document and develop software solutions, process flows, user stories, user experience, forms, workflows, datastores and business analytics for various internal business initiatives. The solution development may include, but is not limited to development within the following products:

- .net
- C #
- Angular
- SQL Server
- Microsoft and third-party APIs
- Office 365 Product line

BAY AREA AIR DISTRICT
Memorandum

To: Chairperson Lynda Hopkins and Members
of the Finance and Administration Committee

From: Philip M. Fine
Executive Officer/APCO

Date: July 2, 2025

Re: Authorization to Amend the Master Services Agreement with Oshyn, Inc.

RECOMMENDED ACTION

Authorize the Executive Officer/APCO to amend the Master Services Agreement with Oshyn, Inc. to increase the maximum dollar amount by \$325,000, from \$629,568 to \$954,568. This amendment will expand the authorization for Phase II of Permitting & Compliance System / My Air Online Software Documentation & Knowledge Transfer, increasing the authorization for this work from the current \$100,000 to a new total amount of \$425,000.

BACKGROUND

The Master Services Agreement with Oshyn, Inc. was approved by the Board of Directors on February 5, 2025, for \$624,000 and provides services for 2 program areas:

- Online Services (ONS) Web Content Management and Digital Services. (\$524,000)

Support the Air District's online presence by managing and modernizing websites, digital platforms, infrastructure, marketing tools, and supporting services. Deliver Sitecore, Azure, and supporting services that ensure accessibility, security, and alignment with organizational goals. Customize and integrate web solutions using industry-standard tools to enhance functionality.

- Phase I of the My Air Online / Permitting and Compliance System Software Documentation and Knowledge Transfer Services. (\$100,000)

In response to recommendations from the My Air Online management audit, provide clear and comprehensive documentation for the Air District's software systems to support operational continuity and future development. Facilitate effective knowledge sharing between teams, partners, and consultants through training, interactive sessions, and structured documentation. Ensure that technical, user, and operational resources

are accessible in formats that meet the Air District's needs. Support smooth transitions and long-term usability by maintaining an organized repository of critical information and addressing any gaps through ongoing feedback.

On April 7, 2025, the Master Services Agreement with Oshyn, Inc. was amended to \$629,568 to include:

- Online Services (ONS) Website Integration Services for the 2024 Annual Report (\$5,568)

The Air District produces an Annual Report each year highlighting accomplishments, progress on air quality programs, budget and strategic initiatives, and community impact. Additional funding added to support the online version of the Annual Report.

DISCUSSION

Phase 1 of the Permitting & Compliance System Software Documentation & Knowledge Transfer Project included developing onboarding documentation for backend architecture to reduce ramp up time for new software development resources.

Oshyn, Inc. was competitively qualified for this effort under a Request for Qualifications 2024-009 and was further selected for this specific work through a competitive Project Solicitation under Request for Task Order 2. Oshyn, Inc., has been responsive and has executed and delivered Phase I successfully.

Upon successful delivery of Phase I, amendment and additional authorization of Phase II is anticipated. Phase II includes broadening and expanding the software development documentation to front end architecture for business processes and Phase II will conclude the planned work to complete the core documentation for the My Air Online functionality as recommended under the My Air Online Management Audit.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funds for this contract are included in Program 125, Permitting & Compliance System, for Fiscal Year Ending 2026.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Joy Chen
Reviewed by: John Chiladakis

ATTACHMENT(S):

1. Executed Master Services Contract No. 2024.229 - Oshyn, Inc.
2. Oshyn, Inc. Contract No. 2024.229 - Amendment 1
3. Draft Oshyn, Inc. Contract No. 2024.229 - Amendment 2

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

MASTER SERVICES CONTRACT

CONTRACT NO. 2024.229A

 \bar{A} \bar{A} [illegible] \bar{A}
$$N\bar{I}\bar{A} \quad \acute{C}\acute{A}A\check{E} \quad \acute{A}\hat{C}\bar{A}$$

IA AACCCAAAGAEAGEDAEDEGEIAIEHEAGGERDQACEHGGHHEEEAEAGACEHEEDHEGHIAHEGGDAAGHGEADES
GCEHHCAGAEADIAGEDAECAHDEEAEADGDEE EGAHEHGEAGAEACHDHGGAEDEEGEDMAACCAAAGH
DHBGEEIEAGAGHEAGGAHEHAAGGHDEHHEGGADEEEGEDAEDEHAGCEACDEHAGEEACEEFGGAONONNIA
AACCAACAIEHEHAGAGGGHDEHHEAAAECCACACAAGAECEHEHDAHEEGEAEEGHIAAACCAAAGH
EGHEGEGAGHAGHAGGHGEHADHEAGGAEAACACACACIAHHDHEAGHDEEDHGGAGAGEGGHAEEA
CEGIEEHA

[illegible] \bar{A}

NiĀ ÀÁÂÄÅĖČĀĖĈ

[illegible]

IA IUCEG IEHI AHEDAF EDGA IEA EG IEHAFGA MAGGI IEEDADI AAEECC ACECAIEEGHIEGPHAEIEGDEAI
IEHEGPHAEAEAEIEGEGDEAEHEGPHAGAEIEG IEHIAHHEIEIEGEGADA HDEEF EGHA ADEAFDEADA
GDGAECEGEADIAIEHAEIEGEGEIADEADHAGEIEEIEEDAEHEGPHAEACDHIEGEGHAEHAEAGHGHHDGAEIEH
AGGHGPHAE

AIA ICDHEEGER AHEDEFA DGBA GHHGAGHGHHA AAACCAACGGAGEEEEEEBAZEEEHGADEAGEGGFEEAI A
AEACECCACHECIA

 \bar{A}

OĪĀ BĀĆĀĖĀĖĀĀ ĀĆĀĆĆĤĀĀ ĀĖĤĆĀ

iĀ AēEĆČAČēCāEīDhHēGGēEEĠGĀGāDHhēGHēGEĒĀCHēĒGēADēĚGGEDIAēEĆČA ČēCāDHhēGHhēDĪ
ēVhAGēGGēADīĀHGēEGĀBēFēFēEGDDēĀNDēĀDīDHhēGGēHHā

IA AAECC ACACAECEFAAGDHDGADI ADEAIHCEHCEAECEGHIAAGGFHIHDAEAECEEGAGGGGGEDAE
EEEDBAHHCFEIDHCEAGGFA DEBAAGGEEDDDEAE GDEHHEADGAECEDEAHGEHEHCEGHADEAGAGDIADFA
DGGGEEDDEEAEEHI

[illegible][illegible][illegible][illegible]

B Đ Ě É Ñ Ñ Ğ Ğ Ñ Ñ

 \bar{A} [illegible]

\bar{A}

[illegible][illegible]

AIA AÍ EÉΓA H A BEEEDH AÉ HGG E AΓA HDEEF ÉΓA AΓAΓA OHEA EGEEΓA HGEÉΓA E H A G G O D E H A A C C A C A
H E D E Γ A A D E A C H G G H E D A E G A D G I A D E E E H G D E A G H A G G A I G E G H E A G E A D G I A G D H G A E G H C G A D I A
A E A C A C A C A G A E G G E H G A H E A E A G G H E H E G A G E A E E A H E G E E H A E G H E G E A H I C H A H E E D H G A
H G D H A I E G G H E H A E G E E D A E F E G E H H G D H E G G G E E I G E A E H D G E A H E G G E A E D G E H I A H E A

Page 81 of 288

AÌA A DÍE HF ÁEGÉ ÉG ĀHGĒGĀĒHĀEHGGĀEDEDEĖE EĒĒAGĀEEĀGHĖDEHEĀĖDQDHĀEGĚÉGĬAHĔĪ
HGĒGĀĒEHĀGGĖDEHĀCĚĒĀ ÈÈEDĖGĀEGĤĀĒDEDEGĠGĜĚEHĒĒĒĒĒĒĒFĢFH FĀDF GHGFĜ EG ÉGDĖĒ
HGĒGĀĒEHĀEHGGĪĀ

[illegible]

NOIA AAACAA ABCEACAAEACAEFAHDEEEGHILNQHHEHAGGHGDEGEA GGEHAE GGGGGDEAE EGEEED A
HEHAGEEEGEADGAEDE EADGGHAGGEADHGHHEAEEM AEHAGHIA

Page 82 of 288

[illegible][illegible]

NNIAD ACACAKAEĞÄ DEEGSEAD GEGEEDIEADDEEHGEADGIAEGGEEHGEAGGEADGI ATEEHAGGEF EEI AEGGDEGEETGA
 GAEDGHIEADAEIEAGGI IEGHA GAIEEHAAGGDEFIEDEDEAIEEHI EAHGEIHIYHAGAGGEADGEANIEEGEADIA
 HIEAGDGIA DEIEGAHIEADGEDEIEAEIEHGIEAEEAGGIE EEI IAEAGAD IEAGAGAD AGDEDEIEDEIEHIEEHIAG
 GIE EIAHEDIEDEAEIEE EADA DEIEAGAGAGIEEAGGEDIIE EIEIEAGGAGIAH IEDJAGGAGHDEADIAI DEIEGA
 EGGHIEHIEADAGGIEGHIEGADIEEGAGIEHIEEA CEIEGAGAGIEEIEHIAAHCHIEGAIHIEADEDEIEEADAGGIAHGA
 EGGGEAGEGG DEGEADI AIEAIEEGA GHIAGAGI AIEG IEAGIEGDGHAGGAGGEEIEGGEAEIEHAGGIEDEHAGGA
 HIEADDEEHGEADGAGAGIEEGEEDAGAGIEEIEAGGIE EIEHAGEGEGEAGHIEDEGSHADEIEEF EADA DEEGAGGA
 GIEEGGHEHIEGADI AIEDIAGDGHAAGAGEGEAEHAGGAGEGEG DEGEAGAGAGIAHIEEIEGFHIEAGIEGDGHAGGA
 EGGEIEHIEGAGAGAEIEGIEADI AIEHAGAGIEHAGGIEEIEHIA

[illegible][illegible]

NOIACACAC AACDAKAAABASHAGAGF GEFEGFHGHGHEHGGAGGEHADIAGGIHEHGAGHHEEMAGGHGDHGD EEEEEEAEI
HGEGEGEEDDEAGAGI DEAGAE EGEAGGAGGDGA GAADI AEDGGIAEEA DEEEEADGEGEGEEDDEEAGAEAA
GEFDEGEGEAGGHHGHGAGAGGHGGAHHEFAIEEEAGHAPADEEEHEEN

[illegible][illegible]

Page 85 of 288

Attachment A
General Description of Services

BHGHGFA BACDHEA AEGAHHEEA BECA BEAAGGHDEHA AECC ACACA EEFEEDGGDFH EHEAACCAJHA
E EEJEGB AEI EGGEG FAEFHIAAGGEGDFAHDEDA AEIHEGDEAGGEGHAE EHEGIAEI EGGIADGEA DGDDEA
HCEHIDGFI HIEFHA EEFA DEGEGEGBAE EGEDGEGEAEADAGGHEGHAE DGHGFHHEADHAEAEBA BGHEHEEG
CIHHE ALACLADGAACCAAJHAIEDHBAACA IEGIA
A
AEIAHQ EEAAGEEHHEEGB DGEAEHEEGIAEHI DGEAEI EGGE GHAEI EGGE EGAGGEGDIGHA EDAEGGEHA
FDGDEEFEG HAGGEEHADGDEEFEG HAHHE AEDEEGIAHEH DGEAGEH EGHDEGADGEAGGIEEEEAHGDCEGA
AEDEEGDDHAF DIA GEHEEIAHHA DGAAGHA EHEEAEAGIAEEDEEAHEEGEEDHAEAHHEAE EGEH EGDFGIA
HGF EGEA GCEBI HAHHEGEAGDEI GCHAEEGEGFE HAGGEEHHHA DGEAGGEG DGEA EHEHAEHHGEAE
GGEGDGGDEAEDEEHEEHEDEHAE EGEGBHEHAE EDEEIA AEGHEEGDHAEGEGHEAE GHAE EHEA
EGF DEGHAAECCA CAACAEEAEDEEGAE EGEODEHA HEAACCAAJAHHDHHEEHEAGDEHAE EGEAE GHEGHA
EFGGGEF EGHADGEAEHEEHA AEEDDEHAI
A

BDDEANAGENN
A

AGGDEFAAIANNNOA

AMENDMENT NO. 1 TO

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

CONTRACT NO. 2024.229

 \bar{A} [illegible] \bar{A}

RECITALS:

 \bar{A}

L1A CEDA CHA FDCAEFA EGCEEGA CEDEDEGA AEGGFEDG ACCBAA CIL A CEDA **Oshyn, Inc.**
 IIAA ACBA CBIJA IEDFDEE CEGBDFDDBE AGGEDA EBCAACIL ADEGDDE AEGE GEDD DEGD
 DEGE GEDEE AGFC DGAADGE EID DGDDEE CEDAE CECEDA AEGGCFDA HGGEA EFA ACCBAA CEDA
 ECEEGCEEEE CEDAE ECEDEEEA ACCBAA CGDDAE EGDDEE AEGGE EGA GEDAE EGFCDG IIA EEDEA
 AE EGC DGA CGA DGDGA EEA DECE EFA A ACB ACBA BE EA ADFGCFH LIA IKL LIA CEDAE EAD DECEEA
 EEAA ACCBAA CAEEAA DDFGCFH ALL IAL KL LIAA

 \bar{A}

LÍĀĀ ĆĒDĀEB ĆĀĀĜĐĐĒĒĀĈĒ ĐĒĐĀĜĒĐĒĜĈĒĜĜĀĜĒĐĀĀĒĜĜŲŲĐĐĐĈĜĜĐĀĀĈĈĀĀĈĀĐĒĜĀ
 ĈĐĐĈĈĒĈĀ ĐĜĐĐĀĒĒĒ Ā ĀĀĀĈĀ ĀĈĀĬĀĀ ĈĒĀĀĀĀĈĀ ĀĈĀĬĀ ĐĜĐĜĀ ĈĀĒĒĒĒĐĐĀĒĒĜĐĀ
 ĜĐĜĒĐĐĜĬĀĀ

 \bar{A} [illegible] \bar{A}

TERMS AND CONDITIONS OF CONTRACT AMENDMENT:

 \bar{A} [illegible] \bar{A}

LÍÀ ÀĀĆĈBĀĀĊĎĎĀĀĆBAĆĀBĀ ĆÈFDĐĀĖĆĜĶĤĴĠÉDFĀĎDFĒĞĎĚDĎĚĔDŚĖĖĜĀĖĬĖDĀĖĖĜĆDĎĀ
GĖCĖĖĀFDEĎĦĖĖĜĖĖĀĲĎĎĀĖĖĖDĎĀĜ

 \bar{A} \bar{A} \bar{A} \bar{A} \bar{A} \bar{A} \bar{A} \bar{A} \bar{A}

ÆCÈÐĀLĀĖEĀĹĀ

Ā

ĒĎĚĐĒĎĚĠĀĀĖĪĀĻĠĖĀĀĖĚĠĤĎĠĀĀĖĪĀĻĲĻĲĻĻĻĻĀ

AMENDMENT NO. 2 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2024.229

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, June 13, 2025.

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **Oshyn, Inc.** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract to design, develop, and manage software systems for DISTRICT and maintaining and enhancing DISTRICT web content platforms (the "Contract"), which Contract was executed on behalf of CONTRACTOR on February 24, 2025, and on behalf of DISTRICT on February 26, 2025.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated March 25, 2025, for reference purposes only, to amend the total cost of the Contract.
3. The PARTIES seek to amend the total cost of the Contract because DISTRICT seeks additional services from CONTRACTOR, and CONTRACTOR desires to provide those services.
4. In accordance with Section 30 of the Contract, DISTRICT and CONTRACTOR amend the above-entitled Contract as follows:

TERMS AND CONDITIONS OF CONTRACT AMENDMENT:

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph C of Section 9, "Agreement to Provide Services," of the Contract to replace "\$629,568" with "\$954,568."
2. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

OSHYN, INC.

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

By: _____
Diego Rebosio
Chief Executive Officer

Date: _____

Date: _____

Approved as to form:

By: _____
Alexander G. Crockett
General Counsel

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: July 2, 2025

Re: Authorization to Amend the Professional Services Agreement with Cascadia
Consulting Group

RECOMMENDED ACTION

Authorize the Executive Officer/APCO to execute an amendment to the Professional Services Agreement with Cascadia Consulting Group to:

1. Increase the maximum dollar amount of the agreement by \$34,000, from \$306,645 to \$340,645; and
2. Extend the contract end date from February 28, 2026 to June 30, 2026.

The purpose of this amendment is to conduct community engagement and community benefits analysis to support the development of deliverables for the Bay Area Regional Climate Action Plan.

BACKGROUND

On July 31, 2023, the Air District received an award notice from the United States Environmental Protection Agency (US EPA) awarding a \$1 million planning grant to lead the development of the Bay Area Regional Climate Action Plan (BARCAP). Two key deliverables for this award project include a:

1. Targeted regional Priority Climate Action Plan (PCAP), due March 1, 2024; and
2. Regional Comprehensive Climate Action Plan (CCAP), due December 2025.

On September 27, 2023, the Air District opened Request for Proposals (RFP) #2023-038 for Engagement Support for the BARCAP. Specific expertise and experience sought in the RFP included:

- Ability to engage Bay Area frontline communities and local climate equity organizations in the CCAP project vision;

- Expertise crafting climate equity policy measures and demonstrating how they can effectively be applied to the Bay Area landscape in a way that benefits community;
- Ability to develop a comprehensive engagement plan that includes various Bay Area stakeholders;
- Prior experience working closely with and facilitating discussion among local community-based organizations; and
- Prior experience working with regional and local agencies to develop climate action plans.

Out of five organizations that submitted full responses, the proposal from Cascadia Consulting Group (Cascadia) was deemed the best fit for the desired technical work and budget. On December 20, 2023, the Board of Directors authorized the Executive Officer to enter into contract 2023.232 with Cascadia for \$248,910. Contract 2023.232 was amended on December 31, 2024 to add \$57,735, bringing the total value of the current not-to-exceed amount of the contract to \$306,647.

DISCUSSION

A second amendment to the contract is requested in the amount of \$34,000, bringing the total not-to-exceed amount to \$340,645. This second amendment would add to the activities that Cascadia is providing to the BARCAP effort, including:

- Multilingual outreach and engagement to facilitate participation from non-English speaking communities and solicit their feedback on BARCAP draft measures and actions. This task includes conducting targeted outreach to encourage non-English speaking communities to attend the project's third public workshop, to provide in-language support and facilitation during the workshop, to support culturally competent translations of Air District content for draft actions and measures public review and comment, and support the accurate recording of in-language written comments from non-English speaking community members.
- Design and development of an informational brochure/communications materials explaining key findings from the frontline communities benefits analysis in a visually engaging format that effectively communicates key co-benefits of select BARCAP actions and measures.
- A final, produced BARCAP document with formatting and graphics that are Section 508 compliant and meet accessibility requirements.

In addition, As part of the contracted work, Cascadia will provide an interactive online platform to make the draft BARCAP measures available for public review and comment. The contract includes a Data Security Agreement with Cascadia to ensure that their data management practices align with state and federal security requirements.

The end date of the contract will be amended from February 28, 2026, to June 30, 2026, to allow for completion of the added work.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding is included in the Program 608, Planning and Climate Protection, budget for Fiscal Year Ending 2026.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Abby Young
Reviewed by: Wendy Goodfriend

ATTACHMENT(S):

1. Executed Cascadia Consulting Group Professional Services Contract No. 2023.232
2. Executed Cascadia Consulting Group Contract No. 2023.232 - Amendment 1
3. Draft Cascadia Consulting Group Contract No. 2023.232 - Amendment 2
4. Draft Cascadia Consulting Group Data Sharing Agreement

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

PROFESSIONAL SERVICES CONTRACT

CONTRACT NO. 2023.232

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 **Cascadia Consulting Group** (“CONTRACTOR”) whose address is 344 20th Street, Oakland, CA 94612.
2. RECITALS
 - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this 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 to pay all applicable fees.
 - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
 - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
 - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
 - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraphs A-E above.
4. TERM – The term of this Contract is from December 27, 2023 to September 30, 2025, 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

- 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, 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.
- B. Either party may terminate this Contract for breach by the other party.
 - i) Failure to perform any agreement or obligation contained in this Contract or failure to perform the services in a satisfactory manner shall constitute a breach of the Contract.
 - ii) The non-breaching party may terminate the Contract by delivery of a written notice of breach. The notice of breach shall specify the date of termination, which shall be no earlier than ten (10) business days from delivery of the notice of breach. In the alternative, at its sole discretion, the non-breaching party may require the breaching party to cure the breach. The notice of breach shall specify the nature of the breach and the date by which such breach must be cured.
 - iii) If CONTRACTOR fails to perform any obligation under this Contract, DISTRICT, at its sole discretion, may perform, or cause the performance of, the obligation itself. In that event, DISTRICT shall deduct the costs to perform such obligation and any other costs to cure the breach from the payment otherwise due to CONTRACTOR for work performed under this Contract. DISTRICT's performance hereunder shall not be deemed a waiver or release of any obligation of, or default by, CONTRACTOR under this Contract.
 - iv) The notice of breach shall be provided in accordance with the notice requirements set forth in section 10.
 - v) The non-breaching party reserves all rights under law and equity to enforce this Contract and recover any damages.

6. INSURANCE

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

work under this Contract may meet this insurance requirement by purchasing automobile liability insurance in the required coverage amount from the rental agency.

- iv) Professional liability insurance with limits not less than one million dollars (\$1,000,000) each claim.
- B. All insurance shall be placed with insurers acceptable to DISTRICT.
- C. Prior to commencement of work under this Contract, CONTRACTOR shall furnish properly-executed certificates of insurance for all required insurance. Upon request by DISTRICT, CONTRACTOR shall provide a complete copy of any required insurance policy. CONTRACTOR shall notify DISTRICT in writing thirty (30) days prior to cancellation or modification of any required insurance policy. Any such modifications are subject to pre-approval by DISTRICT.
- D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and 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 \$248,910.
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 \$248,910. 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: Abby Young

CONTRACTOR: Cascadia Consulting Group
344 20th Street
Oakland, CA 94612
Attn: Andrea Martin

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

12. EMPLOYEES OF CONTRACTOR

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

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

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

confidentiality and protection of such information during the term of this Contract and following expiration or termination of the Contract.

- F. Prevent access to such materials by a person or entity not authorized under this Contract.
- G. Establish specific procedures in order to fulfill the obligations of this section.

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

15. PUBLICATION

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

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

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

16. 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.

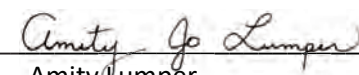
23. SEVERABILITY – If a court of competent jurisdiction holds any provision of this Contract to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.
24. HEADINGS – Headings on 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

CASCADIA CONSULTING GROUP

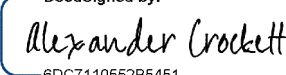
By:  SL for PF
DocuSigned by:
7180203A08BE42D...
Philip M. Fine
Executive Officer/APCO

By:  _____
Amity Lumper
Co-President

Date: 1/23/2024

Date: January 17, 2024

Approved as to form:
District Counsel

By:  _____
DocuSigned by:
6DC7110552B5451...
Alexander G. Crockett
District Counsel

ATTACHMENT A

SCOPE OF WORK

DISTRICT is the lead coordinating agency for the United States Environmental Protection Agency (EPA) Climate Pollution Reduction Grant (CPRG) program's planning grant to the San Francisco-Oakland-Berkeley Metropolitan Statistical Area (MSA). The MSA covers Alameda, Contra Costa, Marin, San Mateo, and San Francisco counties. The regional climate action plans include a targeted regional priority climate action plan (PCAP) and a comprehensive climate action plan (CCAP) that builds upon and advances work already underway at local and regional levels.

CONTRACTOR shall assist DISTRICT in designing and implementing a meaningful engagement process for a five-county regional climate action planning effort. CONTRACTOR will use its existing connections to community engagement experts and working rapport with frontline communities and community-based organizations in the Bay Area in developing and implementing the engagement process. CONTRACTOR will provide qualitative and quantitative assessments of the benefits and disbenefits of measures in the regional climate action plans to frontline communities in the region.

Task 1. Project Management

CONTRACTOR will convene an initial kick-off meeting with DISTRICT to discuss the CPRG program requirements and timeline, walk through known local and regional climate action initiatives to date, align the work under this Contract with the overall vision and goals for the PCAP and CCAP, and begin outlining a detailed project roadmap. After the kick-off meeting, CONTRACTOR will continue to coordinate with DISTRICT, including scheduling and facilitating regular check-in calls. CONTRACTOR will provide regular updates on hours spent on project/project budget spend down, and will provide periodic progress reports that cover budget, timeline, and deliverables.

Deliverables:

- Kick-off meeting agenda and summary notes
- Project workplan and schedule
- Monthly invoices and activity reports

Task 2. Frontline Communities' Benefits Analysis for Priority Climate Action Plan Greenhouse Gas (GHG) Reduction Measures

CONTRACTOR will assess the benefits and disbenefits of measures in the PCAP that are identified in the Bay Area Regional Climate Action Planning Initiative's Frontline Communities Map ([Bay Area Regional Climate Action Planning Initiative's Frontline Communities Map \(arcgis.com\)](https://arcgis.com)). CONTRACTOR will conduct an analysis which includes identifying and qualitatively describing the specific climate impacts or risks that frontline communities in the region are particularly vulnerable to (e.g., extreme heat and urban heat island effects; extreme rainfall; flooding; coastal erosion, saltwater intrusion, and other impacts of sea level rise; drought; and/or wildfire). The analysis will focus on other community benefits of GHG reduction measures as well. A sample list of benefits for consideration is provided in the document titled "*Climate Pollution Reduction Program: Technical Reference Document for States, Municipalities and Air Pollution Control Districts – Benefits Analysis: Low-income*

and Disadvantaged Communities (April 27, 2023),” which can be accessed at <https://www.epa.gov/inflation-reduction-act/climate-pollution-reduction-grants>. This document contains additional specificity regarding EPA’s expectations for the analysis.

Task 2.1 Develop Methodology and Collect Information

CONTRACTOR will document the methodology it proposes to use to identify climate risks of concern, specific geographic areas of focus, particular groups of concern, and an initial framework for analyzing benefits and disbenefits for the assessment. This will include defining terms and assumptions for the multi-criteria analysis approach CONTRACTOR will use to evaluate the benefits and disbenefits of GHG reduction measures. CONTRACTOR will work with DISTRICT to select the criteria with which to evaluate benefits, disbenefits, and other potential impacts of GHG reduction strategies; adjust the weight of each criterion to reflect relative importance to communities; and evaluate actions against the chosen criteria.

CONTRACTOR will compile the frameworks for assessing climate impacts and equity in strategies and actions into a methodology memo and associated workbook that will document reference information and data that CONTRACTOR proposes to use, including existing tools, peer-reviewed literature and reports.

Deliverable:

- Memo and associated workbook detailing the assessment methodology.

Task 2.2 Analyze Benefits/Disbenefits of PCAP Measures to Frontline Communities

Using the framework and methodology developed in Task 2.1, CONTRACTOR will conduct a qualitative assessment of the benefits and disbenefits for frontline communities associated with final PCAP measures. CONTRACTOR will include quantitative analysis where possible. CONTRACTOR will develop qualitative score matrices to allow for a consistent, objective ranking process. CONTRACTOR will then use the scores to identify the strengths and weaknesses of each PCAP measure from an equity standpoint. CONTRACTOR will convene up to three meetings with DISTRICT to discuss this analysis.

Deliverable:

- Memo documenting and summarizing analysis results.

Task 2.3 Prepare a Summary for Inclusion in the PCAP, including a Write Up of the Methodology

CONTRACTOR will summarize findings from Task 2.2 in a report to be included in the PCAP. The summary report will outline the results of the analysis, including key findings, takeaways, and the methodology used. This summary report will include census tract data documenting frontline communities that are expected to benefit from PCAP measures. DISTRICT will review the draft summary report and suggest modifications, as needed. CONTRACTOR will provide the final report that incorporates DISTRICT’s comments and edits.

Deliverables:

- Draft summary report documenting methodology and analysis results.

- Final summary report reflecting DISTRICT's comments and requested changes.

Task 3. Comprehensive Climate Action Plan Stakeholder Engagement

CONTRACTOR will help co-create the stakeholder engagement approach for the CCAP and then execute it in partnership with DISTRICT and its partners. Stakeholders may include, but are not limited to, local governments, frontline communities, the public, and other audiences as identified by CONTRACTOR. The engagement approach will aim to 1) meaningfully, equitably, and transparently engage stakeholders, particularly frontline communities, and 2) use creative approaches to facilitate participation from a diversity of voices. CONTRACTOR will include community engagement experts who have earned the trust of local frontline communities through direct experience working with frontline communities and community-based organizations in the Bay Area.

Task 3.1 Co-create a Meaningful Stakeholder Engagement Approach for the CCAP with DISTRICT, the Advisory Work Group (AWG), and Partners

CONTRACTOR will work with DISTRICT and its core stakeholders/partners to collaboratively develop the stakeholder engagement approach for the CCAP and update, if needed, the metrics for stakeholder engagement in DISTRICT's approved workplan. Partners may include several local and regional community-serving organizations with deep familiarity of Bay Area frontline communities and knowledge and expertise in climate equity. The engagement plan will incorporate both general/mass public engagement tactics as well as community-tailored engagement approaches that leverage the knowledge and networks of Coalition partners to enable meaningful, personal engagement across the Bay Area. CONTRACTOR will work with DISTRICT and its partners to co-design the roadmap for outreach and engagement during the CCAP process and beyond.

CONTRACTOR will lead a regional analysis of Bay Area agencies, relevant community-based organizations, and other prospective partners that are invested in or affected by PCAP and CPRG Implementation Grant outcomes. CONTRACTOR will convene a goal-setting meeting, to identify challenges and opportunities, situational context, project decision makers, and key stakeholders. CONTRACTOR will produce a complete database of contacts and desired participation levels.

The engagement plan will include:

- Overarching goals for engagement with each priority community audience identified in the methodology approach developed in Task 2 and the regional analysis.
- A map of the characteristics and communication needs of each priority community audience
- An evaluation of the equity and inclusiveness of communications approaches used in the engagement plan.
- A wide range of channels and messaging to support many avenues for participation.
- A mechanism for building and maintaining open and transparent feedback loops.
- A mechanism for capturing community input and other learnings from engagement activities.

Deliverables:

- Draft engagement plan.
- Final engagement plan that addresses DISTRICT's comments and requested changes.

Task 3.2 Execute the Stakeholder Engagement Approach in Partnership with the DISTRICT and its Partners

CONTRACTOR will deliver the stakeholder engagement approach that was co-created in Task 3.1. CONTRACTOR will co-design and support stakeholder engagement events with DISTRICT and its partners, including local and regional community-serving organizations that will help seek participation from frontline communities. CONTRACTOR will sequence outreach events and activities around the climate planning process—ensuring community input at each stage of CCAP development, including criteria for CCAP measure selection, initial CCAP measures, final CCAP measures, and the final plan document. CONTRACTOR will be in close contact with DISTRICT’S technical team working on the Bay Area Regional Climate Action Plan (BARCAP) project, to ensure that engagement materials reflect the latest progress on the technical side—such as including update emissions forecasts when explaining localized climate impacts or fresh groupings of potential CCAP measures for community input.

CONTRACTOR will convene two community-wide surveys, two focus groups, two public workshops, three priority community workshops, and one online feedback forum.

Important components of the engagement approach will include:

- Outreach materials targeting a general public audience, for example: website updates, newsletter and blog features; email digests; social media campaigns; press releases; etc.;
- Targeted outreach to specific community groups, including translation of outreach materials into five languages and interpretation at broad public workshops in two languages;
- Implementing an effective compensation model consistent with DISTRICT’s stipend policy, budgeting up to \$5,000 for compensating community members for their participation through gift cards, and up to \$15,000 for stipends for community-serving organizations’ participation and partnership;
- Documenting participation and engagement outcomes and supporting ongoing adaptive management, including capturing lessons learned; and
- Technical support for the focus groups and workshops listed above, including event agendas, note-taking, facilitation and logistical support (reserving meeting spaces, AV, etc.).

Deliverables:

- Copies of all general communications materials (e.g., website updates, newsletter and blog features; email digests; social media campaigns; press releases; etc.).
- Copies of all community-tailored communications materials (e.g., engagement toolkits, translated materials, agendas/scripts, in-language articles, etc.).
- Documentation of compensation (stipends) provided to coalition members and community members.
- Agendas, meeting materials and summary notes from all engagement convenings (focus groups, workshops).
- Results from community-wide surveys and feedback forum.

Task 3.3 Final Summary Report for CCAP Engagement

CONTRACTOR will provide a final summary report that will include, at a minimum, a description of

the implementation of the community engagement approach including departures from the original plan, key findings and lessons learned, and how successful the approach was when measured against the metrics established by CONTRACTOR, DISTRICT and its partners. CONTRACTOR will also support DISTRICT in transitioning DISTRICT's project [web page](#), listserv, and other dynamic platforms or channels developed through this process into legacy resources that Bay Area residents across audiences can use to quickly access key project information and materials.

Deliverables:

- Final summary report of engagement activities, outcomes, and lessons learned.
- Summary of support for final communications tool development and transition.

Task 4. Frontline Communities' Benefits Analysis for Comprehensive Climate Action Plan GHG Reduction Measures

CONTRACTOR will assess the benefits and disbenefits of measures in the CCAP to frontline communities in the region that are identified in the Bay Area Regional Climate Action Planning Initiative's Frontline Communities Map ([arcgis.com](#)).

Task 4.1 Develop Methodology and Collect Information, Building Upon PCAP Approach

CONTRACTOR will document the methodology it proposes to use to assess the benefits and disbenefits of GHG reduction measures to frontline communities. CONTRACTOR will lead a review and analysis of the PCAP Frontline Communities' Benefits Analysis, including an assessment of the process, identifying gaps and areas of improvement. The scope of the benefits and disbenefits will also be informed by engagement of frontline communities conducted through Task 3. CONTRACTOR will also document reference information and data that CONTRACTOR proposes to use, including peer-reviewed literature and reports. After performing the methodology review, CONTRACTOR will convene a workshop with DISTRICT and its core partners to share findings and introduce proposed methodology improvements for discussion and refinement. CONTRACTOR will then produce an updated methodology memo that captures the new methodology and clearly documents the changes made from the PCAP phase.

Deliverables:

- Agenda, materials (methodology review findings) and summary notes from workshop.
- Methodology memo including documentation of changes and updates.

Task 4.2 Analyze Benefits/Disbenefits of CCAP Measures to Frontline Communities

Upon DISTRICT approval, CONTRACTOR will use the proposed methodology, information and data to conduct an analysis of final GHG reduction measures in the CCAP to develop a qualitative and quantitative discussion of the expected benefits (and disbenefits) to frontline communities (including direct and indirect benefits), following EPA's guidance document "*Benefits Analyses: Low-income and Disadvantaged Communities (April 27, 2003)*." CONTRACTOR will document peer-reviewed literature, reports, and data that support its analysis. CONTRACTOR will submit its assessment to DISTRICT and its partners for review and feedback. This task may require up to three (3) meetings with DISTRICT and/or other partners to discuss the approach and draft results.

Deliverables:

- Quantitative (where possible) and qualitative assessment of CCAP measures across vulnerability and equity indicators.
- Complementary memo documenting and summarizing analysis results.
- Agendas and summary notes from up to 3 meetings with DISTRICT and other partners to discuss analysis.

Task 4.3 Prepare a Summary for Inclusion in the CCAP, including a Write Up of the Methodology

CONTRACTOR will submit a draft summary of the benefits analysis for inclusion in the CCAP report documenting the results and the methodology from Tasks 4.1 and 4.2. DISTRICT will review the draft summary and suggest modifications, as needed. CONTRACTOR will provide a final summary report that addresses DISTRICT's comments and edits.

Deliverables:

- Draft summary report of benefits analysis.
- Final summary report documenting methodology and analysis results.

ATTACHMENT B**COST SCHEDULE**

DISTRICT will pay CONTRACTOR at the hourly rates listed in Table 1, Hourly Rates to complete the work outlined in the Scope of Work, up to a maximum amount of \$209,960. Reimbursable expenses will be billed at the cost incurred by CONTRACTOR, up to a maximum amount of \$38,950. Reimbursable expenses shall not exceed the amounts listed in Table 2, Reimbursable Expenses. Total payments for each task shall not exceed the amounts listed in Table 3, Maximum Cost Per Task, unless DISTRICT provides written approval to reallocate funds from a different task. Payments will be made in accordance with Section 8 (Payment) of this Contract.

Table 1: Hourly Rates

Key Staff	Hourly Rate
Andrea Martin	\$280
Maddie Seibert	\$205
Alicia Fennell	\$170
Celine Fujikawa	\$150
Mona Abboud	\$185
Vanessa Zamora	\$145
Julie Stein	\$265
Andrea Baker	\$185

Table 2: Reimbursable Expenses

Expense	Maximum Cost
Compensation for Coalition partners	\$15,000
Compensation for community members	\$5,000
Travel	\$1,500
Online feedback forum	\$1,500
Translation of outreach and event materials	\$15,950
Total	\$38,950

Table 3: Maximum Cost Per Task

Task	Maximum Cost
Task 1. Project Management	\$26,635
Task 2. Frontline Communities' Benefits Analysis for Priority Climate Action Plan GHG Reduction Measures	\$19,030
2.1 Develop Methodology and Collect Information	\$5,060
2.2 Analyze Benefits/Disbenefits of PCAP Measures to Frontline Communities	\$10,800
2.3 Prepare a Summary for Inclusion in the PCAP, including a Write Up of the Methodology	\$3,170
Task 3. Provide Key Assumptions for GHG Projections in CCAP	\$170,055
3.1 Co-create a Meaningful Stakeholder Engagement Approach for the CCAP with the Air District, the AWG, and Partners	\$8,255
3.2 Execute the Stakeholder Engagement Approach in Partnership with the Air District, AWG, and Partners	\$153,230
3.3 Final Summary Report for CCAP Engagement	\$8,570

Task	Maximum Cost
Task 4. Frontline Communities' Benefits Analysis for Comprehensive Climate Action Plan GHG Reduction Measures	\$33,190
4.1 Develop Methodology and Collect Information, Building Upon PCAP Approach	\$5,060
4.2 Analyze Benefits/Disbenefits of CCAP Measures to Frontline Communities	\$23,760
4.3 Prepare a Summary for Inclusion in the CCAP, including a Write Up of the Methodology	\$4,370
Total	\$248,910

Total Cost of Contract Not to Exceed \$248,910.

AMENDMENT NO. 1 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2023.232

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, December 17, 2024, and consists of ten (10) pages.

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **Cascadia Consulting Group** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract to provide support in designing and implementing a meaningful engagement process for an eight-county regional climate action planning effort (the "Contract"), which Contract was executed on behalf of CONTRACTOR on January 17, 2024, and on behalf of DISTRICT on January 23, 2024.
2. The PARTIES seek to amend the term, total maximum cost, Scope of Work, and Cost Schedule of the Contract because the DISTRICT seeks additional services from CONTRACTOR, and CONTRACTOR desires to provide those additional services.
3. In accordance with Section 27 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 February 28, 2026.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, "Payment," of the Contract to replace "\$248,910" with "\$306,645."
3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$248,910" with "\$306,645."
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.

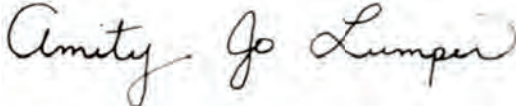
5. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment B, Cost Schedule, with the attached "Attachment B-1, Cost Schedule" and agree that all references in the Contract to Attachment B shall be deemed to refer to Attachment B-1, Cost Schedule.
6. DISTRICT and CONTRACTOR agree that 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

CASCADIA CONSULTING GROUP


By:  Signed by:
98506AF9981D4CC...
Philip M. Fine
Executive Officer/APCO

By: 
Amity Lumper
Co-President

Date: 12/31/2024

12/19/2024
Date: _____

Approved as to form:

By:  DocuSigned by:
6DC7110552B5451...
Alexander G. Crockett
General Counsel

ATTACHMENT A-1

SCOPE OF WORK

DISTRICT is the lead coordinating agency for the United States Environmental Protection Agency (EPA) Climate Pollution Reduction Grant (CPRG) program's planning grant to the San Francisco-Oakland-Berkeley Metropolitan Statistical Area (MSA). The MSA covers Alameda, Contra Costa, Marin, San Mateo, and San Francisco counties. The regional climate action plans include a targeted regional priority climate action plan (PCAP) and a comprehensive climate action plan (CCAP) that builds upon and advances work already underway at local and regional levels.

CONTRACTOR shall assist DISTRICT in designing and implementing a meaningful engagement process for an eight-county regional climate action planning effort. CONTRACTOR will use its existing connections to community engagement experts and working rapport with frontline communities and community-based organizations in the Bay Area in developing and implementing the engagement process. CONTRACTOR will provide qualitative and quantitative assessments of the benefits and disbenefits of measures in the regional climate action plans to frontline communities in the region.

Task 1. Project Management

CONTRACTOR will convene an initial kick-off meeting with DISTRICT to discuss the CPRG program requirements and timeline, walk through known local and regional climate action initiatives to date, align the work under this Contract with the overall vision and goals for the PCAP and CCAP, and begin outlining a detailed project roadmap. After the kick-off meeting, CONTRACTOR will continue to coordinate with DISTRICT, including scheduling and facilitating regular check-in calls. CONTRACTOR will provide regular updates on hours spent on project/project budget spend down, and will provide periodic progress reports that cover budget, timeline, and deliverables.

Deliverables:

- Kick-off meeting agenda and summary notes
- Project workplan and schedule
- Monthly invoices and activity reports

Task 2. Frontline Communities' Benefits Analysis for Priority Climate Action Plan Greenhouse Gas (GHG) Reduction Measures

CONTRACTOR will assess the benefits and disbenefits of measures in the PCAP that are identified in the Bay Area Regional Climate Action Planning Initiative's Frontline Communities Map ([Bay Area Regional Climate Action Planning Initiative's Frontline Communities Map \(arcgis.com\)](https://arcgis.com)). CONTRACTOR will conduct an analysis which includes identifying and qualitatively describing the specific climate impacts or risks that frontline communities in the region are particularly vulnerable to (e.g., extreme heat and urban heat island effects; extreme rainfall; flooding; coastal erosion, saltwater intrusion, and other impacts of sea level rise; drought; and/or wildfire). The analysis will focus on other community benefits of GHG reduction measures as well. A sample list of benefits for consideration is provided in the document titled "*Climate Pollution Reduction Program: Technical Reference Document for States, Municipalities and Air Pollution Control Districts – Benefits Analysis: Low-income and Disadvantaged Communities (April 27, 2023)*," which

can be accessed at <https://www.epa.gov/inflation-reduction-act/climate-pollution-reduction-grants>. This document contains additional specificity regarding EPA's expectations for the analysis.

Task 2.1 Develop Methodology and Collect Information

CONTRACTOR will document the methodology it proposes to use to identify climate risks of concern, specific geographic areas of focus, particular groups of concern, and an initial framework for analyzing benefits and disbenefits for the assessment. This will include defining terms and assumptions for the multi-criteria analysis approach CONTRACTOR will use to evaluate the benefits and disbenefits of GHG reduction measures. CONTRACTOR will work with DISTRICT to select the criteria with which to evaluate benefits, disbenefits, and other potential impacts of GHG reduction strategies; adjust the weight of each criterion to reflect relative importance to communities; and evaluate actions against the chosen criteria.

CONTRACTOR will compile the frameworks for assessing climate impacts and equity in strategies and actions into a methodology memo and associated workbook that will document reference information and data that CONTRACTOR proposes to use, including existing tools, peer-reviewed literature and reports.

Deliverable:

- Memo and associated workbook detailing the assessment methodology.

Task 2.2 Analyze Benefits/Disbenefits of PCAP Measures to Frontline Communities

Using the framework and methodology developed in Task 2.1, CONTRACTOR will conduct a qualitative assessment of the benefits and disbenefits for frontline communities associated with final PCAP measures. CONTRACTOR will include quantitative analysis where possible. CONTRACTOR will develop qualitative score matrices to allow for a consistent, objective ranking process. CONTRACTOR will then use the scores to identify the strengths and weaknesses of each PCAP measure from an equity standpoint. CONTRACTOR will convene up to three meetings with DISTRICT to discuss this analysis.

Deliverable:

- Memo documenting and summarizing analysis results.

Task 2.3 Prepare a Summary for Inclusion in the PCAP, including a Write Up of the Methodology

CONTRACTOR will summarize findings from Task 2.2 in a report to be included in the PCAP. The summary report will outline the results of the analysis, including key findings, takeaways, and the methodology used. This summary report will include census tract data documenting frontline communities that are expected to benefit from PCAP measures. DISTRICT will review the draft summary report and suggest modifications, as needed. CONTRACTOR will provide the final report that incorporates DISTRICT's comments and edits.

Deliverables:

- Draft summary report documenting methodology and analysis results.
- Final summary report reflecting DISTRICT's comments and requested changes.

Task 3. Comprehensive Climate Action Plan Stakeholder Engagement

CONTRACTOR will help co-create the stakeholder engagement approach for the CCAP and then execute it in partnership with DISTRICT and its partners. Stakeholders may include, but are not limited to, local governments, frontline communities, the public, and other audiences as identified by CONTRACTOR. The engagement approach will aim to 1) meaningfully, equitably, and transparently engage stakeholders, particularly frontline communities, and 2) use creative approaches to facilitate participation from a diversity of voices. CONTRACTOR will include community engagement experts who have earned the trust of local frontline communities through direct experience working with frontline communities and community-based organizations in the Bay Area.

Task 3.1 Co-create a Meaningful Stakeholder Engagement Approach for the CCAP with DISTRICT, the Advisory Work Group (AWG), and Partners

CONTRACTOR will work with DISTRICT and its core stakeholders/partners to collaboratively develop the stakeholder engagement approach for the CCAP and update, if needed, the metrics for stakeholder engagement in DISTRICT's approved workplan. Partners may include several local and regional community-serving organizations with deep familiarity of Bay Area frontline communities and knowledge and expertise in climate equity. The engagement plan will incorporate both general/mass public engagement tactics as well as community-tailored engagement approaches that leverage the knowledge and networks of Coalition partners to enable meaningful, personal engagement across the Bay Area. CONTRACTOR will work with DISTRICT and its partners to co-design the roadmap for outreach and engagement during the CCAP process and beyond.

CONTRACTOR will lead a regional analysis of Bay Area agencies, relevant community-based organizations, and other prospective partners that are invested in or affected by PCAP and CPRG Implementation Grant outcomes. CONTRACTOR will convene a goal-setting meeting, to identify challenges and opportunities, situational context, project decision makers, and key stakeholders. CONTRACTOR will produce a complete database of contacts and desired participation levels.

The engagement plan will include:

- Overarching goals for engagement with each priority community audience identified in the methodology approach developed in Task 2 and the regional analysis.
- A map of the characteristics and communication needs of each priority community audience
- An evaluation of the equity and inclusiveness of communications approaches used in the engagement plan.
- A wide range of channels and messaging to support many avenues for participation.
- A mechanism for building and maintaining open and transparent feedback loops.
- A mechanism for capturing community input and other learnings from engagement activities.

Deliverables:

- Draft engagement plan.
- Final engagement plan that addresses DISTRICT's comments and requested changes.

Task 3.2 Execute the Stakeholder Engagement Approach in Partnership with the DISTRICT and its Partners

CONTRACTOR will deliver the stakeholder engagement approach that was co-created in Task 3.1. CONTRACTOR will co-design and support stakeholder engagement events with DISTRICT and its partners, including local and regional community-serving organizations that will help seek participation from frontline communities. CONTRACTOR will work with DISTRICT to identify and recruit eight (8) frontline community-serving organizations and will provide each with a compensation not to exceed \$3,000 to best leverage the work of the organization, and effectively recruit meeting participants. CONTRACTOR shall develop and execute Memorandum of Understandings (MOUs) with each community-serving organization outlining the compensation amount, roles, and responsibilities. CONTRACTOR will sequence outreach events and activities around the climate planning process—ensuring community input at each stage of CCAP development, including criteria for CCAP measure selection, initial CCAP measures, final CCAP measures, and the final plan document. CONTRACTOR will be in close contact with DISTRICT'S technical team working on the Bay Area Regional Climate Action Plan (BARCAP) project, to ensure that engagement materials reflect the latest progress on the technical side—such as including update emissions forecasts when explaining localized climate impacts or fresh groupings of potential CCAP measures for community input.

CONTRACTOR will develop and launch one community-wide survey; and convene two focus groups, two public workshops, three priority community workshops, and one online feedback forum.

Important components of the engagement approach will include:

- Outreach materials targeting a general public audience, for example: website updates, newsletter and blog features; email digests; social media campaigns; press releases; etc.;
- Targeted outreach to specific community groups;
- Implementing an effective compensation model consistent with DISTRICT's stipend policy, budgeting up to \$9,600 to compensate community members for their participation through stipends or gift cards, and up to \$24,000 to compensate community-serving organizations' for their participation and partnership;
- Documenting participation and engagement outcomes and supporting ongoing adaptive management, including capturing lessons learned; and
- Technical support for the focus groups and workshops listed above, including event agendas, note-taking, facilitation and logistical support (reserving meeting spaces, AV, etc.).

Deliverables:

- Copies of all general communications materials (e.g., website updates, newsletter and blog features; email digests; social media campaigns; press releases; etc.).
- Copies of all community-tailored communications materials (e.g., engagement toolkits, translated materials, agendas/scripts, in-language articles, etc.).
- Documentation of compensation (through stipends and gift cards) provided to community members.
- Copies of executed MOUs with community-serving organizations.
- Agendas, meeting materials and summary notes from all engagement convenings (focus groups and workshops).
- Results from community-wide survey and feedback forum.

Task 3.3 Final Summary Report for CCAP Engagement

CONTRACTOR will provide a final summary report that will include, at a minimum, a description of the implementation of the community engagement approach including departures from the original plan, key findings and lessons learned, and how successful the approach was when measured against the metrics established by CONTRACTOR, DISTRICT and its partners. CONTRACTOR will also support DISTRICT in transitioning DISTRICT's project [web page](#), listserv, and other dynamic platforms or channels developed through this process into legacy resources that Bay Area residents across audiences can use to quickly access key project information and materials.

Deliverables:

- Final summary report of engagement activities, outcomes, and lessons learned.
- Summary of support for final communications tool development and transition.

Task 4. Frontline Communities' Benefits Analysis for Comprehensive Climate Action Plan GHG Reduction Measures

CONTRACTOR will assess the benefits and disbenefits of measures in the CCAP to frontline communities in the region that are identified in the Bay Area Regional Climate Action Planning Initiative's Frontline Communities Map (arcgis.com).

Task 4.1 Develop Methodology and Collect Information, Building Upon PCAP Approach

CONTRACTOR will document the methodology it proposes to use to assess the benefits and disbenefits of GHG reduction measures to frontline communities. CONTRACTOR will lead a review and analysis of the PCAP Frontline Communities' Benefits Analysis, including an assessment of the process, identifying gaps and areas of improvement. The scope of the benefits and disbenefits will also be informed by engagement of frontline communities conducted through Task 3. CONTRACTOR will also document reference information and data that CONTRACTOR proposes to use, including peer-reviewed literature and reports. After performing the methodology review, CONTRACTOR will convene a workshop with DISTRICT and its core partners to share findings and introduce proposed methodology improvements for discussion and refinement. CONTRACTOR will then produce an updated methodology memo that captures the new methodology and clearly documents the changes made from the PCAP phase.

Deliverables:

- Agenda, materials (methodology review findings) and summary notes from workshop.
- Methodology memo including documentation of changes and updates.

Task 4.2 Analyze Benefits/Disbenefits of CCAP Measures to Frontline Communities

Upon DISTRICT approval, CONTRACTOR will use the proposed methodology, information and data to conduct an analysis of final GHG reduction measures in the CCAP to develop a qualitative and quantitative discussion of the expected benefits (and disbenefits) to frontline communities (including direct and indirect benefits), following EPA's guidance document "*Benefits Analyses: Low-income and Disadvantaged Communities (April 27, 2003)*." CONTRACTOR will document peer-reviewed literature, reports, and data that support its analysis. CONTRACTOR will submit its assessment to DISTRICT and its partners for review

and feedback. This task may require up to three (3) meetings with DISTRICT and/or other partners to discuss the approach and draft results.

Deliverables:

- Quantitative (where possible) and qualitative assessment of CCAP measures across vulnerability and equity indicators.
- Complementary memo documenting and summarizing analysis results.
- Agendas and summary notes from up to 3 meetings with DISTRICT and other partners to discuss analysis.

Task 4.3 Prepare a Summary for Inclusion in the CCAP, including a Write Up of the Methodology

CONTRACTOR will submit a draft summary of the benefits analysis for inclusion in the CCAP report documenting the results and the methodology from Tasks 4.1 and 4.2. DISTRICT will review the draft summary and suggest modifications, as needed. CONTRACTOR will provide a final summary report that addresses DISTRICT's comments and edits.

Deliverables:

- Draft summary report of benefits analysis.
- Final summary report documenting methodology and analysis results.

ATTACHMENT B-1**COST SCHEDULE**

DISTRICT will pay CONTRACTOR at the hourly rates listed in Table 1, Hourly Rates to complete the work outlined in the Scope of Work, up to a maximum amount of \$306,645. Reimbursable expenses will be billed at the cost incurred by CONTRACTOR, up to a maximum amount of \$37,800. Reimbursable expenses shall not exceed the amounts listed in Table 2, Reimbursable Expenses. Total payments for each task shall not exceed the amounts listed in Table 3, Maximum Cost Per Task, unless DISTRICT provides written approval to reallocate funds from a different task. Payments will be made in accordance with Section 8 (Payment) of this Contract.

Table 1: Hourly Rates

Key Staff	Hourly Rate
Andrea Martin	\$280
Maddie Seibert	\$205
Osamu Kumasaka	\$205
Alicia Fennell	\$170
Celine Fujikawa	\$150
Mona Abboud	\$185
Vanessa Zamora	\$145
Faith Hassan	\$125
Julie Stein	\$265
Andrea Baker	\$185

Table 2: Reimbursable Expenses

Expense	Maximum Cost
Compensation for community members	\$9,600
Compensation for community organizations	\$24,000
Compensation Administration	\$1,200
Travel	\$1,500
Online feedback forum	\$1,500
Total Reimbursable Expenses	\$37,800

Table 3: Maximum Cost Per Task

Task	Maximum Cost
Task 1. Project Management	\$26,635
Task 2. Frontline Communities' Benefits Analysis for Priority Climate Action Plan GHG Reduction Measures	\$19,030
2.1 Develop Methodology and Collect Information	\$5,060
2.2 Analyze Benefits/Disbenefits of PCAP Measures to Frontline Communities	\$10,800
2.3 Prepare a Summary for Inclusion in the PCAP, including a Write Up of the Methodology	\$3,170
Task 3. Provide Key Assumptions for GHG Projections in CCAP	\$227,790
3.1 Co-create a Meaningful Stakeholder Engagement Approach for the CCAP with the Air District, the AWG, and Partners	\$26,963

Task	Maximum Cost
3.2 Execute the Stakeholder Engagement Approach in Partnership with the Air District, AWG, and Partners	\$192,837
3.3 Final Summary Report for CCAP Engagement	\$7,990
Task 4. Frontline Communities' Benefits Analysis for Comprehensive Climate Action Plan GHG Reduction Measures	\$33,190
4.1 Develop Methodology and Collect Information, Building Upon PCAP Approach	\$5,060
4.2 Analyze Benefits/Disbenefits of CCAP Measures to Frontline Communities	\$23,760
4.3 Prepare a Summary for Inclusion in the CCAP, including a Write Up of the Methodology	\$4,370
Total	\$306,645

Total Cost of Contract Not to Exceed \$306,645.

AMENDMENT NO. 2 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2023.232

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, June 11, 2025, and consists of eleven (11) pages.

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **Cascadia Consulting Group** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract to provide support in designing and implementing a meaningful engagement process for an eight-county regional climate action planning effort (the "Contract"), which Contract was executed on behalf of CONTRACTOR on January 17, 2024, and on behalf of DISTRICT on January 23, 2024.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated December 17, 2024, for reference purposes only, to amend the term, total maximum cost, Scope of Work, and Cost Schedule of the Contract.
3. The PARTIES seek to amend the term, total maximum cost, Scope of Work, and Cost Schedule of the Contract because the DISTRICT seeks additional services from CONTRACTOR, and CONTRACTOR desires to provide those additional services.
4. In accordance with Section 27 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

TERMS AND CONDITIONS OF CONTRACT AMENDMENT:

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 4, "Term." The term of the Contract shall be extended so that the termination date of the Contract is now June 30, 2026.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, "Payment," of the Contract to replace "\$306,645" with "\$340,645."
3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$306,645" with "\$340,645."
4. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment A-1, Scope of Work, with the attached "Attachment A-2, Scope of Work" and agree that all

references in the Contract to Attachment A shall be deemed to refer to Attachment A-2, Scope of Work.

5. 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.
6. 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

CASCADIA CONSULTING GROUP

By: _____
Philip M. Fine
Executive Officer/APCO

By: _____
Amity Lumper
Co-President

Date: _____

Date: _____

Approved as to form:

By: _____
Alexander G. Crockett
General Counsel

ATTACHMENT A-2

SCOPE OF WORK

DISTRICT is the lead coordinating agency for the United States Environmental Protection Agency (EPA) Climate Pollution Reduction Grant (CPRG) program's planning grant to the San Francisco-Oakland-Berkeley Metropolitan Statistical Area (MSA). The MSA covers Alameda, Contra Costa, Marin, San Mateo, and San Francisco counties. The regional climate action plans include a targeted regional priority climate action plan (PCAP) and a comprehensive climate action plan (CCAP) that builds upon and advances work already underway at local and regional levels.

CONTRACTOR shall assist DISTRICT in designing and implementing a meaningful engagement process for an eight-county regional climate action planning effort. CONTRACTOR will use its existing connections to community engagement experts and working rapport with frontline communities and community-based organizations in the Bay Area in developing and implementing the engagement process. CONTRACTOR will provide qualitative and quantitative assessments of the benefits and disbenefits of measures in the regional climate action plans to frontline communities in the region.

Task 1. Project Management

CONTRACTOR will convene an initial kick-off meeting with DISTRICT to discuss the CPRG program requirements and timeline, walk through known local and regional climate action initiatives to date, align the work under this Contract with the overall vision and goals for the PCAP and CCAP, and begin outlining a detailed project roadmap. After the kick-off meeting, CONTRACTOR will continue to coordinate with DISTRICT, including scheduling and facilitating regular check-in calls. CONTRACTOR will provide regular updates on hours spent on project/project budget spend down, and will provide periodic progress reports that cover budget, timeline, and deliverables.

Deliverables:

- Kick-off meeting agenda and summary notes
- Project workplan and schedule
- Monthly invoices and activity reports

Task 2. Frontline Communities' Benefits Analysis for Priority Climate Action Plan Greenhouse Gas (GHG) Reduction Measures

CONTRACTOR will assess the benefits and disbenefits of measures in the PCAP that are identified in the Bay Area Regional Climate Action Planning Initiative's Frontline Communities Map ([Bay Area Regional Climate Action Planning Initiative's Frontline Communities Map \(arcgis.com\)](https://arcgis.com)). CONTRACTOR will conduct an analysis which includes identifying and qualitatively describing the specific climate impacts or risks that frontline communities in the region are particularly vulnerable to (e.g., extreme heat and urban heat island effects; extreme rainfall; flooding; coastal erosion, saltwater intrusion, and other impacts of sea level rise; drought; and/or wildfire). The analysis will focus on other community benefits of GHG reduction measures as well. A sample list of benefits for consideration is provided in the document titled "*Climate Pollution Reduction Program: Technical Reference Document for States, Municipalities and Air Pollution Control Districts – Benefits Analysis: Low-income and Disadvantaged Communities (April 27, 2023)*," which

can be accessed at <https://www.epa.gov/inflation-reduction-act/climate-pollution-reduction-grants>. This document contains additional specificity regarding EPA's expectations for the analysis.

Task 2.1 Develop Methodology and Collect Information

CONTRACTOR will document the methodology it proposes to use to identify climate risks of concern, specific geographic areas of focus, particular groups of concern, and an initial framework for analyzing benefits and disbenefits for the assessment. This will include defining terms and assumptions for the multi-criteria analysis approach CONTRACTOR will use to evaluate the benefits and disbenefits of GHG reduction measures. CONTRACTOR will work with DISTRICT to select the criteria with which to evaluate benefits, disbenefits, and other potential impacts of GHG reduction strategies; adjust the weight of each criterion to reflect relative importance to communities; and evaluate actions against the chosen criteria.

CONTRACTOR will compile the frameworks for assessing climate impacts and equity in strategies and actions into a methodology memo and associated workbook that will document reference information and data that CONTRACTOR proposes to use, including existing tools, peer-reviewed literature and reports.

Deliverable:

- Memo and associated workbook detailing the assessment methodology.

Task 2.2 Analyze Benefits/Disbenefits of PCAP Measures to Frontline Communities

Using the framework and methodology developed in Task 2.1, CONTRACTOR will conduct a qualitative assessment of the benefits and disbenefits for frontline communities associated with final PCAP measures. CONTRACTOR will include quantitative analysis where possible. CONTRACTOR will develop qualitative score matrices to allow for a consistent, objective ranking process. CONTRACTOR will then use the scores to identify the strengths and weaknesses of each PCAP measure from an equity standpoint. CONTRACTOR will convene up to three meetings with DISTRICT to discuss this analysis.

Deliverable:

- Memo documenting and summarizing analysis results.

Task 2.3 Prepare a Summary for Inclusion in the PCAP, including a Write Up of the Methodology

CONTRACTOR will summarize findings from Task 2.2 in a report to be included in the PCAP. The summary report will outline the results of the analysis, including key findings, takeaways, and the methodology used. This summary report will include census tract data documenting frontline communities that are expected to benefit from PCAP measures. DISTRICT will review the draft summary report and suggest modifications, as needed. CONTRACTOR will provide the final report that incorporates DISTRICT's comments and edits.

Deliverables:

- Draft summary report documenting methodology and analysis results.
- Final summary report reflecting DISTRICT's comments and requested changes.

Task 3. Comprehensive Climate Action Plan Stakeholder Engagement

CONTRACTOR will help co-create the stakeholder engagement approach for the CCAP and then execute it in partnership with DISTRICT and its partners. Stakeholders may include, but are not limited to, local governments, frontline communities, the public, and other audiences as identified by CONTRACTOR. The engagement approach will aim to 1) meaningfully, equitably, and transparently engage stakeholders, particularly frontline communities, and 2) use creative approaches to facilitate participation from a diversity of voices. CONTRACTOR will include community engagement experts who have earned the trust of local frontline communities through direct experience working with frontline communities and community-based organizations in the Bay Area.

Task 3.1 Co-create a Meaningful Stakeholder Engagement Approach for the CCAP with DISTRICT, the Advisory Work Group (AWG), and Partners

CONTRACTOR will work with DISTRICT and its core stakeholders/partners to collaboratively develop the stakeholder engagement approach for the CCAP and update, if needed, the metrics for stakeholder engagement in DISTRICT's approved workplan. Partners may include several local and regional community-serving organizations with deep familiarity of Bay Area frontline communities and knowledge and expertise in climate equity. The engagement plan will incorporate both general/mass public engagement tactics as well as community-tailored engagement approaches that leverage the knowledge and networks of Coalition partners to enable meaningful, personal engagement across the Bay Area. CONTRACTOR will work with DISTRICT and its partners to co-design the roadmap for outreach and engagement during the CCAP process and beyond.

CONTRACTOR will lead a regional analysis of Bay Area agencies, relevant community-based organizations, and other prospective partners that are invested in or affected by PCAP and CPRG Implementation Grant outcomes. CONTRACTOR will convene a goal-setting meeting, to identify challenges and opportunities, situational context, project decision makers, and key stakeholders. CONTRACTOR will produce a complete database of contacts and desired participation levels.

The engagement plan will include:

- Overarching goals for engagement with each priority community audience identified in the methodology approach developed in Task 2 and Task 3 the regional analysis.
- A map of the characteristics and communication needs of each priority community audience
- An evaluation of the equity and inclusiveness of communications approaches used in the engagement plan.
- A wide range of channels and messaging to support many avenues for participation.
- A mechanism for building and maintaining open and transparent feedback loops.
- A mechanism for capturing community input and other learnings from engagement activities.

Deliverables:

- Draft engagement plan.
- Final engagement plan that addresses DISTRICT's comments and requested changes.

Task 3.2 Execute the Stakeholder Engagement Approach in Partnership with DISTRICT and its Partners

CONTRACTOR will deliver the stakeholder engagement approach that was co-created in Task 3.1. CONTRACTOR will co-design and support stakeholder engagement events with DISTRICT and its partners, including local and regional community-serving organizations that will help seek participation from frontline communities. CONTRACTOR will work with DISTRICT to identify and recruit eight (8) frontline community-serving organizations and will provide each with a compensation not to exceed \$3,000 to best leverage the work of the organization, and effectively recruit meeting participants. CONTRACTOR shall develop and execute Memorandum of Understandings (MOUs) with each community-serving organization outlining the compensation amount, roles, and responsibilities. CONTRACTOR will sequence outreach events and activities around the climate planning process—ensuring community input at each stage of CCAP development, including criteria for CCAP measure selection, initial CCAP measures, final CCAP measures, and the final plan document. CONTRACTOR will be in close contact with DISTRICT’S technical team working on the Bay Area Regional Climate Action Plan (BARCAP) project, to ensure that engagement materials reflect the latest progress on the technical side—such as including update emissions forecasts when explaining localized climate impacts or fresh groupings of potential CCAP measures for community input.

CONTRACTOR will develop and launch one community-wide survey; and convene two focus groups, three public workshops, three priority community workshops, and one online feedback forum.

Important components of the engagement approach will include:

- Outreach materials targeting a general public audience, for example: website updates, newsletter and blog features; email digests; social media campaigns; press releases; etc.;
- Targeted outreach to specific community groups;
- Implementing an effective compensation model consistent with DISTRICT’s stipend policy, budgeting up to \$9,600 to compensate community members for their participation through stipends or gift cards, and up to \$24,000 to compensate community-serving organizations’ for their participation and partnership;
- Documenting participation and engagement outcomes and supporting ongoing adaptive management, including capturing lessons learned; and
- Technical support for the focus groups and workshops listed above, including event agendas, note-taking, facilitation and logistical support (reserving meeting spaces, AV, etc.). Support with agendas and note-taking will not be provided for the third public workshop, but multilingual engagement, facilitation support, and participant recruitment will be provided.
- Expedited translation of draft measures into Chinese and Spanish with one round of quality assurance/quality control review provided with DISTRICT. Translation of any comments on draft measures received in Chinese or Spanish. Due to short turn-around timeline provided for translation process, note that accuracy errors are possible that would otherwise be caught in a standard translation and review process.

Deliverables:

- Copies of all general communications materials (e.g., website updates, newsletter and blog features; email digests; social media campaigns; press releases; etc.).
- Copies of all community-tailored communications materials (e.g., engagement toolkits, translated materials, agendas/scripts, in-language articles, etc.).

- Documentation of compensation (through stipends and gift cards) provided to community members.
- Copies of executed MOUS with community-serving organizations.
- Agendas, meeting materials and summary notes from all engagement convenings (focus groups and workshops).
- Results from community-wide survey and feedback forum.

Task 3.3 Final Summary Report for CCAP Engagement

CONTRACTOR will provide a final summary report that will include, at a minimum, a description of the implementation of the community engagement approach including departures from the original plan, key findings and lessons learned, and how successful the approach was when measured against the metrics established by CONTRACTOR, DISTRICT and its partners. CONTRACTOR will also support DISTRICT in transitioning DISTRICT's project [web page](#), listserv, and other dynamic platforms or channels developed through this process into legacy resources that Bay Area residents across audiences can use to quickly access key project information and materials.

Deliverables:

- Final summary report of engagement activities, outcomes, and lessons learned.
- Summary of support for final communications tool development and transition.

Task 4. Frontline Communities' Benefits Analysis for Comprehensive Climate Action Plan GHG Reduction Measures

CONTRACTOR will assess the benefits and disbenefits of measures in the CCAP to frontline communities in the region that are identified in the Bay Area Regional Climate Action Planning Initiative's Frontline Communities Map (arcgis.com).

Task 4.1 Develop Methodology and Collect Information, Building Upon PCAP Approach

CONTRACTOR will document the methodology it proposes to use to assess the benefits and disbenefits of GHG reduction measures to frontline communities. CONTRACTOR will lead a review and analysis of the PCAP Frontline Communities' Benefits Analysis, including an assessment of the process, identifying gaps and areas of improvement. The scope of the benefits and disbenefits will also be informed by engagement of frontline communities conducted through Task 3. CONTRACTOR will also document reference information and data that CONTRACTOR proposes to use, including peer-reviewed literature and reports. After performing the methodology review, CONTRACTOR will convene a workshop with DISTRICT and its core partners to share findings and introduce proposed methodology improvements for discussion and refinement. CONTRACTOR will then produce an updated methodology memo that captures the new methodology and clearly documents the changes made from the PCAP phase.

Deliverables:

- Agenda, materials (methodology review findings) and summary notes from workshop.
- Methodology memo including documentation of changes and updates.

Task 4.2 Analyze Benefits/Disbenefits of CCAP Measures to Frontline Communities

Upon DISTRICT approval, CONTRACTOR will use the proposed methodology, information and data to conduct an analysis of final GHG reduction measures in the CCAP to develop a qualitative and quantitative discussion of the expected benefits (and disbenefits) to frontline communities (including direct and indirect benefits), following EPA's guidance document "*Benefits Analyses: Low-income and Disadvantaged Communities (April 27, 2003)*." CONTRACTOR will document peer-reviewed literature, reports, and data that support its analysis. CONTRACTOR will submit its assessment to DISTRICT and its partners for review and feedback. This task may require up to three (3) meetings with DISTRICT and/or other partners to discuss the approach and draft results.

Deliverables:

- Quantitative (where possible) and qualitative assessment of CCAP measures across vulnerability and equity indicators.
- Complementary memo documenting and summarizing analysis results.
- Agendas and summary notes from up to 3 meetings with DISTRICT and other partners to discuss analysis.

Task 4.3 Prepare a Summary for Inclusion in the CCAP, including a Write Up of the Methodology

CONTRACTOR will submit a draft summary of the benefits analysis for inclusion in the CCAP report documenting the results and the methodology from Tasks 4.1 and 4.2. DISTRICT will review the draft summary and suggest modifications, as needed. CONTRACTOR will provide a final summary report that addresses DISTRICT's comments and edits.

Deliverables:

- Draft summary report of benefits analysis.
- Final summary report documenting methodology and analysis results.

Task 4.4 Design and Format Low Income/Disadvantaged Communities (LIDAC) Benefits Analysis Public Communications Piece

CONTRACTOR will provide draft text for a summary based on the key findings and take-aways from the LIDAC Benefits Analysis, and a list of potential options for supporting infographics, images, or other visuals. DISTRICT will review draft and select 6-8 supporting infographics and visuals (approximately one per page). CONTRACTOR will format draft summary. DISTRICT will conduct one "look-and-feel" review of the draft and suggest modifications as needed prior to CONTRACTOR finalizing the summary.

Deliverables:

- Draft summary and visual options list
- Final summary

Task 5. Design Plan and LIDAC Benefits Summary

CONTRACTOR will create custom graphics for and format the final BARCAP report (estimated length: 75 - 90 pages) and a short, brochure-style summary of the LIDAC benefits analysis (estimated length: 6-8 pages).

Task 5.1 Design and Format Final Report

CONTRACTOR will provide a template in InDesign and/or Microsoft Word, along with guidance for The Americans with Disabilities Act (ADA) Accessible formatting, and visual "stand-alone" spreads that organize content (e.g., regional scene graphics, full page infographics, etc.). DISTRICT will review and suggest modifications as needed. CONTRACTOR will format draft report in template. DISTRICT will conduct a public "look-and-feel" review of the draft and suggest modifications as needed prior to CONTRACTOR finalization.

Deliverables:

- Report template
- Draft report
- Final formatted BARCAP report

NOTE: As required by Section 508 of the Rehabilitation Act, codified at 29 U.S.C. § 794d, all work products delivered as part of this contract will be accessible to people with disabilities such that access to information for public members with disabilities is comparable to the access available to those without disabilities.

ATTACHMENT B-2

COST SCHEDULE

DISTRICT will pay CONTRACTOR at the hourly rates listed in Table 1, Hourly Rates to complete the work outlined in the Scope of Work, up to a maximum amount of \$340,645. Reimbursable expenses will be billed at the cost incurred by CONTRACTOR, up to a maximum amount of \$37,800. Reimbursable expenses shall not exceed the amounts listed in Table 2, Reimbursable Expenses. Total payments for each task shall not exceed the amounts listed in Table 3, Maximum Cost Per Task, unless DISTRICT provides written approval to reallocate funds from a different task. Payments will be made in accordance with Section 8 (Payment) of this Contract.

Table 1: Hourly Rates

Key Staff	Hourly Rate
Andrea Martin	\$280
Maddie Seibert	\$210
Osamu Kumasaka	\$205
Alicia Fennell	\$190
Celine Fujikawa	\$160
Mona Abboud	\$185
Vanessa Zamora	\$145
Faith Hassan	\$125
Julie Stein	\$270
Taylor Magee	\$120
May Xie	\$150
Keiko Betcher	\$160

Table 2: Reimbursable Expenses

Expense	Maximum Cost
Compensation for community members	\$9,600
Compensation for community organizations	\$24,000
Compensation Administration	\$1,200
Travel	\$1,500
Online feedback forum	\$1,500
Total Reimbursable Expenses	\$37,800

Table 3: Maximum Cost Per Task

Task	Maximum Cost
Task 1. Project Management	\$30,635
Task 2. Frontline Communities' Benefits Analysis for Priority Climate Action Plan GHG Reduction Measures	\$19,030
2.1 Develop Methodology and Collect Information	\$5,060
2.2 Analyze Benefits/Disbenefits of PCAP Measures to Frontline Communities	\$10,800
2.3 Prepare a Summary for Inclusion in the PCAP, including a Write Up of the Methodology	\$3,170
Task 3. Provide Key Assumptions for GHG Projections in CCAP	\$234,790

Task	Maximum Cost
3.1 Co-create a Meaningful Stakeholder Engagement Approach for the CCAP with the Air District, the AWG, and Partners	\$26,963
3.2 Execute the Stakeholder Engagement Approach in Partnership with the Air District, AWG, and Partners	\$199,837
3.3 Final Summary Report for CCAP Engagement	\$7,990
Task 4. Frontline Communities' Benefits Analysis for Comprehensive Climate Action Plan GHG Reduction Measures	\$41,190
4.1 Develop Methodology and Collect Information, Building Upon PCAP Approach	\$5,060
4.2 Analyze Benefits/Disbenefits of CCAP Measures to Frontline Communities	\$23,760
4.3 Prepare a Summary for Inclusion in the CCAP, including a Write Up of the Methodology	\$4,370
4.4 Design and Format LIDAC Benefits Analysis Public Communications Piece	\$8,000
Task 5. Design Plan and LIDAC Benefits Summary	\$15,000
Total	\$340,645

Total Cost of Contract Not to Exceed \$340,645

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

DATA SHARING ADDENDUM

CONTRACT NO. 2023.232

1. PARTIES – The parties to this Data Sharing Addendum (“DSA”) are the Bay Area Air Quality Management District (“DISTRICT”) whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and **Cascadia Consulting Group** (“CONTRACTOR”) whose address is 344 20th Street, Oakland CA 94612.
2. This DSA is incorporated into and part of the Professional Service Contract (“PSAPSA”) No. 2023.232 between the DISTRICT and CONTRACTOR (collectively, the “Parties”). This DSA reflects the parties' rights and obligations with respect to Personal Identifying Information (“PII”) as part of the Agreement. In the event of a conflict between the terms of this DSA and the PSA with respect to the subject matter herein, the terms of this DSA govern. Any prior data protection agreements between the Parties are superseded and replaced by this DSA in their entirety.
3. DEFINITIONS
 - A. Data Privacy Laws means all applicable laws and regulations relating to the processing, privacy, and/or use of Personal Data, as applicable to either party or the Services, including jurisdictional, industry-specific, or data-specific laws and regulations including, but not limited to: Information Practices Act (Civ. Code § 1798), California Consumer Privacy Act, and California Privacy Rights Act.
 - B. “Personal Identifying Information” (“PII”) means any information that is maintained by an agency that identifies or describes an individual, including, but not limited to, the individual's name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It includes statements made by, or attributed to, the individual.
4. COMPLIANCE WITH LAWS – CONTRACTOR warrants that any use of PII collected on behalf of DISTRICT will be conducted in accordance with all applicable Data Privacy Laws. CONTRACTOR must notify the DISTRICT in writing without undue delay if it is no longer able to meet its obligations under applicable Data Privacy Laws. Each Party is responsible for the quality and accuracy of the PII and how it acquired such data. Each Party is also responsible for complying with transparency and consent requirements for the collection, use, and transfer of the PII under applicable Data Privacy Laws.
5. OWNERSHIP OF DATA – All PII received or collected by CONTRACTOR in performing this Agreement shall remain the property of the DISTRICT.
6. DURATION OF USE – Retention and use of disclosed PII under this DSA will begin on the date this DSA is fully executed and run for the full duration of the PSA into which it is incorporated, unless further extended by amendment of this Addendum or the PSA in writing, or terminated earlier according to the terms of the PSA. CONTRACTOR shall not retain or use any disclosed PII until the Addendum is fully executed.

7. TYPES OF DATA – CONTRACTOR will use the following categories of PII provided by the DISTRICT or collected by CONTRACTOR directly:
 - A. Personal contact information, including but not limited to a person’s full name, email address and IP address;
8. APPROPRIATE SAFEGUARDS – CONTRACTOR shall take all appropriate security measures to protect the confidentiality, integrity and availability of PII that it creates, collects, receives, maintains, or transmits on behalf of the DISTRICT, and shall prevent any use or disclosure of PII other than as permitted by the Agreement, including, but not limited to, administrative, physical and technical safeguards as outlined below and in accordance with DISTRICT policies.
 - A. **Access Control to PII Data for Consultant’s Employees or Agents (NIST SP 800-53: AC-2, AC-3)**
CONTRACTOR shall implement role-based access controls (RBAC) both on CONTRACTOR systems aligned with NIST’s AC-2 (Account Management) and AC-3 (Access Enforcement). CONTRACTOR shall define access limitations based on individual roles, minimizing PII access to only those employees of the CONTRACTOR who have a direct business need to access the data.
 - B. **Audit and Accountability (NIST SP 800-53: AU-2, AU-6)**
CONTRACTOR shall implement logging and monitoring (AU-2, AU-6) on all systems where PII is stored. Access logs should be regularly reviewed to detect unauthorized access, with any anomalies reported to the DISTRICT.
 - C. **Data Security and Encryption (NIST SP 800-53: SC-13, SC-28)**
CONTRACTOR shall implement encryption for PII in transit and at rest (SC-13, SC-28) on all platforms storing or transmitting PII. CONTRACTOR devices accessing PII shall be compliant with NIST standards cited above for secure handling.
 - D. **Data Minimization and Retention (NIST SP 800-53: MP-4, SI-12)**
CONTRACTOR shall enforce data minimization (MP-4), downloading only necessary information. Subject to direction from DISTRICT pursuant to Paragraph 12 of this Addendum, CONTRACTOR shall specify a retention period for the PII, purging data after retention periods and providing documentation certifying record deletion.
 - E. **Enhanced Security Awareness and Training for PII (NIST SP 800-53: AT-2, AT-3)**
CONTRACTOR shall train (AT-2, AT-3) any employees who handle this data on best practices for PII data handling.

In order to carry out the purposes of the PSA and DSA, CONTRACTOR certifies it has reviewed and will adhere to and follow Attachment A, Konveio Questions and Answers, attached hereto.

9. BREACH NOTIFICATION – The CONTRACTOR shall promptly notify the DISTRICT of a breach involving PII within 48 hours. (NIST SP 800-53; IR-6, IR-7.)
10. PERMITTED USES – CONTRACTOR may use, collect, access, and/or disclose PII only for the purpose of performing CONTRACTOR’s obligations for, or on behalf of, the DISTRICT and as

permitted or required under the Agreement, or as required by law. Further, CONTRACTOR shall not use PII in any manner that would constitute a violation of Data Privacy Laws. However, CONTRACTOR may use PII as necessary (i) for the proper management and administration of the Agreement; (ii) to carry out the legal responsibilities of CONTRACTOR; or (iii) as required by law. If CONTRACTOR discloses PII to a third party, CONTRACTOR must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such PII will be held confidential as provided pursuant to this Agreement and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify DISTRICT any breaches, security incidents, or unauthorized uses or disclosures of the PII to the extent it has obtained knowledge of such occurrences.

11. PROHIBITED USES OR DISCLOSURE – CONTRATOR shall not use or authorize the use of the PII for purposes other than performing its obligations under the PSA.
12. Destruction or Return of Data – CONTRACTOR agrees to, at DISTRICT's choice, securely delete or return the Personal Data within 30 days upon DISTRICT's request at any time during the PSA term or upon termination or expiration of the PSA except to the extent that storage of any such data is required by applicable law (and, if so, CONTRACTOR shall inform DISTRICT of any such requirement and shall securely delete such data as soon as it is permitted to do so under applicable law).

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

CASCADIA CONSULTING GROUP

By: _____

Philip M. Fine
Executive Officer/APCO

By: _____

Amity Lumper
Co-President

Date: _____

Date: _____

Approved as to form:

By: _____

Alexander G. Crockett
General Counsel

ATTACHMENT A

KONVEIO QUESTIONS AND ANSWERS



Purpose

This document answers common questions for those considering purchasing a Konveio license.

Q & A

Data & Hosting

How is Konveio Hosted?

Konveio is hosted on Omega8 infrastructure within the United States, European Union, Australia or Canada, depending on client requirements. Personal information is not moved or replicated outside this region. DPA agreements are signed with our third party suppliers, where we share non-personal information data as part of providing the service. Details of our DPA are provided at <https://konve.io/dpa>

Does Konveio encrypt data during transmission?

Yes, data is encrypted and transmitted over SSL. Certificates for SSL are managed by Let's Encrypt.

Does Konveio encrypt data at rest?

Not all data is encrypted. Credentials such as passwords are hashed and salted.

Does Konveio retain data? If so, for how long is data retained?

Data is retained for the term of the contract with the client. If requested or required to stay compliant with GDPR or other regulations, Konveio purges all personal information data permanently within three months of the end of the client contract. Database backups retained for disaster recovery purposes will also be permanently erased within 3 months of contract termination.

Can data stored by Konveio be provided upon request?

Yes, results and user data can be exported through an administrative portal available at any time. Konveio is equipped to handle data subjects' requests for access, correction, porting, restriction or deletion as per the policies you define.

How is Konveio data stored?

Our data is stored in a NIST 800-53/FISMA, ISO 27100, SOC1 Type 2, SOC2 Type 2 and PCI DSS compliant data center operated by Digital Ocean in either New York, Amsterdam, Sydney and Toronto (client selects). The data center is peered with multiple top internet providers via 2 redundant fiber paths, and can operate in the event normal connectivity is severed. Power is N+1 redundant via 4 diverse power feeds, UPS systems, and generators. Cooling is N+1 redundant with N+1 chillers, cooling towers, CRAHs and chilled water pumps, 100% concurrently maintainable. The data center is secured by key cards and biometric scanners, 24x7x365 in-house and on-site security qualified personnel, perimeter and interior IP-DVR, double mantraps, and 8' perimeter fence and controlled site access. Databases (including all non-file customer data) are served via a Redis fast cache with automatic failover to the source MySQL-based system. Databases are stored on a quintuple-redundant RAID-6 configuration with combined SSD and SAS drives, in addition to backups. Static files (usually either design elements for customers' site customizations, or media downloads) are also stored on a quintuple-redundant RAID-6 SAS configuration. PDF files are hosted on Amazon Web Services (AWS) S3 infrastructure within one of the following regions (based on client preference/requirements), and served via the CloudFront CDN to improve page load times:

1. US East (N. Virginia) us-east-1
2. Asia Pacific (Sydney) ap-southeast-2
3. Canada (Central) ca-central-1
4. EU (Frankfurt) eu-central-1

Physical and environmental controls protect data and services from unauthorized intrusions and interruptions, while technology and policy-based security measures defend against unauthorized disclosure and manipulation.

What type of data will be processed, stored, or transmitted via the new product/service? (PII, HIPAA, etc)

For Planning Data - publicly available information about projects Citizen Data - name, email, comments (basic PII, no HIPAA)

Does Konveio store HIPAA data?

No

Can Konveio personnel access client data?

Konveio staff will only access client data at the client's request. This access is limited to key personnel involved in maintaining our services and support. Staff authorized for access are trained on data subjects' rights and have passed independent third-party background checks. Access is managed based on personnel role. Account managers may not access client information without permission. Account managers can access systems over web portals served over HTTPS with TLS version 1.3 certificates managed by Let's Encrypt. Developers have access to databases and servers over SSH. All forms of access from any role are logged and monitored. When a staff member's access is revoked, their accounts are deprovisioned and shared passwords are rotated.

How does Konveio protect PII for AI integrations?

Konveio's AI-powered comment analysis, powered by OpenAI via Microsoft Azure infrastructure, follows stringent privacy guidelines to ensure compliance with regulations: No Third-Party Sharing of PII: Demographic data and personally identifiable information (PII) are never shared with third parties, including OpenAI. Konveio's comment processing through AI only shares comment text, detached from any corresponding PII, with OpenAI for analysis.

- **Data Privacy Agreements:** As a business partner, Konveio has an agreement with OpenAI that ensures the data we process is not used to train or improve their models. This means that the information processed remains secure and does not "leak" into broader AI models. OpenAI does not store or retain this data long-term beyond necessary monitoring, and it is not shared beyond their service. More details at: <https://openai.com/enterprise-privacy/>
- **Ownership and Control:** According to OpenAI's privacy policy, both input and output data remain fully owned by our clients. Data is not used for training purposes, and it is only stored temporarily for monitoring purposes.
- **AI is optional:** All users are generally encouraged to avoid including PII in comments. If there are concerns about AI usage and data sharing, clients have the option to disable AI-powered analysis, ensuring no data is shared with third parties.
- **Flexibility:** If there is concern about potential PII in comments, the AI analysis feature can remain disabled until comments are reviewed and cleared. After the engagement period, bulk processing using AI can be performed on the cleaned comments, offering flexibility while ensuring privacy compliance.

Security & Disaster Recovery

How does Konveio mitigate security vulnerabilities?

Konveio implemented automated detection of security vulnerabilities in collaboration with our hosting provider. Critical issues are detected in staging environments and patched before changes are released to production. Konveio also runs automated tests verifying code quality

and that all requirements for Drupal to run are met before deployment. Konveio runs health checks for sites as they are deployed. Forms of access are built with observability in mind. Access to administrative backends or data is logged and monitored. Konveio is partially built upon Drupal, which is designed to meet OWASP standards and is actively analyzed to prevent future risks. All code is analyzed through a peer review process by a developer that did not work directly on the changeset before it reaches production.

Does Konveio use independent third party auditing?

Yes. Monthly VAPT is performed by Pentest Tools, a third-party company specializing in detecting threats specific to the Drupal CMS framework that Konveio uses. Testing covers social engineering attacks, malware, password security, and common vulnerabilities such as SQL injection and known plugin vulnerabilities.

What types of events are logged and who has access to view them?

All administrator events/activity on the site are logged. All access and modification to data is logged, retained and periodically reviewed. Audit logs can be provided upon request by client appointed administrators with enterprise subscriptions.

What types of active monitoring are in place?

We use the New Relic Telemetry Data Platform to monitor our services and applications, detect anomalies, provide alerts, and diagnose and respond to incidents. Uptime of Konveio servers are monitored via UptimeRobot and target 99.9% uptime.

How does Konveio avoid possible corruption of data?

Konveio defends against XSS (cross site scripting) and XFS (cross frame scripting) via strict content security policies. File uploads are scanned and restricted based on file type to prevent malware upload. Backend services are protected against SQL injection attacks. Konveio implements integrity controls on interactions with the database to maintain data quality.

How does Konveio recover customer data in case of a failure or data loss?

Databases are backed up daily. Backups are stored both locally and remotely at Amazon S3. These backups make it possible to restore a client site to a previous version within the last week, in the event of corruption or other accidental damaging event. After the first week, we retain weekly backups for an additional 3 months (again, stored at our data center and at Amazon S3) for every site. Konveio also runs a monthly verification scan to ensure backups are running correctly. Extended backups are available under our custom SLAs at an additional cost.

How does Konveio recover from outages?

Konveio follows a NIST-inspired process:

1. Assemble response team.
2. Detect and ascertain the source.
3. Contain and recover.
4. Assess the damage and severity.
5. Begin the notification process.
6. Take action to prevent the same type of incident in the future.

Does Konveio notify clients about incidents?

Konveio notifies clients about security breaches or other incidents within 72 hours of discovery by phone and/or email.

How many security incidents have impacted Konveio's services in the last 12 months?

Konveio has had 0 incidents in the past 12 months

Other

Does Konveio store payment information?

No

Does Konveio integrate with existing SSO?

Yes, Konveio offers SSO for enterprise subscriptions, additional fees apply

Can Konveio integrate with Active Directory?

Yes

What is Konveio's typical release cadence for production updates?

Features are generally released on a monthly cadence. The operating systems and databases running our servers are continually monitored and patched with the latest security fixes on an as needed basis. The application is continually monitored and patched by our internal development teams.

Is there a published roadmap?

Konveio doesn't publicly release a roadmap.

Is Konveio Soc I or II compliant?

No

Is Konveio GDPR compliant?

Yes

Does Konveio have an SLA?

This Konveio Service Level Agreement (“SLA”) governs the use of our Document Engagement Platform under the terms of the Konveio Terms of Service (the “TOS”) between Konveio LLC (“Konveio”, “us” or “we”) and users of the Konveio platform (“you” or “Customer”). Unless otherwise provided herein, this SLA is subject to the terms of the TOS and capitalized terms will have the meaning specified in the TOS. Konveio reserves the right to change the terms of this SLA in accordance with the TOS.

1. SERVICE COMMITMENT

Konveio will use commercially reasonable efforts to make the Document Engagement Platform available 99.9% of the time. In the event Konveio does not meet the goal of 99.9% availability in a given calendar month (“Monthly Uptime Percentage”), you will be eligible to receive a Service Credit as described below.

2. DEFINITIONS

The following capitalized terms shall be given the meaning set forth below: 2.1 “Unavailable Time” means the Document Engagement Platform is not available for use according to third-party performance and monitoring services contracted by Konveio at its sole discretion (the “Monitoring Service”). The Monitoring Service reports of availability are available at our Uptime Monitoring Page; provided that service issues or outages relating to any Exclusions (defined below) shall not be deemed as Unavailable Time.

2.2 “Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of continuous 1 minute periods during the Service Month in which the Document Engagement Platform was in a state of “Unavailable Time” as identified by Monitoring Service.

2.3 A “Service Credit” is a dollar credit, calculated as set forth below, that Konveio may credit back to an eligible Customer account:

2.4 “Severity level” shown in the tables below are defined as follows

- Urgent: Complete degradation — all users and critical functions affected. Item or service completely unavailable.
- Severe: Significant degradation — a large number of users or critical functions affected.
- Medium: Limited degradation — limited number of users or functions affected. Business processes can continue.
- Minor: Small degradation — few users or one user affected. Business

processes can continue.

3. RESPONSE TIMES

When the client raises a support issue with Konveio, we promise to respond in a timely fashion. Response times are measured from the moment the client submits a support request via our online ticket system or sends us an email to support@konveio.com. Response times apply during standard working hours (9am to 6pm Mountain Standard Time) only, unless the contract between the client and Konveio specifically includes provisions for out of hours support. Response times depend on the priority of the item(s) affected and the severity of the issue, as shown in this table:

	Urgent	Severe	Medium	Minor
Time to Respond	within 2 hours	within 4 hours	within 8 hours	within 1 day

4. RESOLUTION TIMES

Konveio will always endeavor to resolve problems as swiftly as possible. It recognises that the client's Konveio site is key to its business and that any downtime can cost money. However, Konveio is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary enormously. In all cases, Konveio will make its best efforts to resolve problems as quickly as possible and we will do our best to fix issues within time defined below.

	Urgent	Severe	Medium	Minor
Time to Fix	ASAP or up to 24h	up to 3 days	within 1 week	within 2 weeks

5. CREDIT REQUEST AND PAYMENT PROCEDURES

For a calendar month where the Uptime Monthly Percentage, as identified by Monitoring Service, Konveio, at its sole discretion after confirming the nature and accuracy of the Unavailable Time, will credit Customer's account a percentage of that month's billings, as defined by this table:

Priority	Monthly Uptime Percentage	Service Credit
1	<99.9%	10%
2	<99.5%	25%
3	<99%	50%

Service Credit shall be issued to Customer's Document Engagement Platform balance for future use only. No refunds or cash value will be provided. Service Credits may not be

transferred or applied to any other account.

To apply for a Service Credit, the customer must write an email to support@konveio.com within 30 days of the month in which the Unavailable Time occurred. The email must include (i) "SLA Claim" as the subject; (ii) the dates and times of the Unavailable Time for which you are requesting credit; and (iii) any applicable information that documents the claimed outage.

6. EXCLUSIONS

Notwithstanding anything to the contrary, no Unavailable Time shall be deemed to have occurred with respect to any unavailability, suspension or termination of the Document Engagement Platform, or any other Document Engagement Platform performance issues, that (i) are caused by factors outside of Konveio reasonable control, including, without limitation, any force majeure event, carrier related problems or issues, or Internet access or related problems beyond the demarcation point of Konveio or its direct hosting subcontractors (i.e. beyond the point in the network where Konveio maintains access and control over the Konveio Services); (ii) result from any actions or inactions of Customer or any third-party (other than Konveio direct hosting subcontractor); (iii) result from Applications, equipment, software or other technology and/or third-party equipment, software or other technology (other than third-party equipment within Konveio direct control); or (iv) arise from Konveio suspension and termination of Customer's right to use the Document Engagement Platform Services in accordance with the TOS, (v) scheduled maintenance; or (vi) problems or issues related to alpha, beta or not otherwise generally available Document Engagement Platform features (collectively, the "Exclusions").

7. SOLE REMEDY

Service Credits shall be your sole and exclusive remedy for any unavailability or non-performance of the Document Engagement Platform Services or other failures by us to provide the Document Engagement Platform Services.

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: July 2, 2025

Re: Authorization to Execute Professional Services Agreement with Kearns and
West, Inc.

RECOMMENDED ACTION

Authorize the Executive Officer/APCO to:

1. Execute a contract with Kearns and West, Inc. in an amount not-to-exceed \$235,200 to provide support and facilitation services to Phase 2 of the Air District's Building Appliance Rules Implementation Working Group; and
2. Authorize transfer of \$235,200 from the One-Time Professional Services Cost Reserve Designation to fund this contract.

BACKGROUND

In March 2023, amendments to Regulation 9, Rule 4: Nitrogen Oxides from Fan Type Residential Central Furnaces (Rule 9-4) and Regulation 9, Rule 6: Nitrogen Oxides Emissions from Natural Gas-Fired Boilers and Water Heaters (Rule 9-6) were adopted by the Board of Directors (also referred to as appliance rules). As per the adopted motion, an Implementation Working Group (IWG) was created to facilitate stakeholder discussions and co-learning regarding implementation challenges and solutions for the adopted appliance rules, with a focus on Rule 9-6, all of which informed the interim implementation readiness report and presentation delivered to the Board of Directors in December 2024 (Phase 1). Air District staff are now preparing to launch a similar effort (Phase 2), which will evaluate issues with respect to Rule 9-4 (furnaces) and deliver a summary report and presentation to the Board of Directors approximately two years before the applicable implementation start date of January 2029.

In April 2025, the Air District opened the Request for Qualifications (RFQ) #2025-011 for Facilitation and Meeting Coordination Services for the Building Appliance Rules IWG Phase 2. Only pre-qualified firms established through Request for Qualifications No. 2025-008 were eligible to respond. Specific expertise and experience sought in the RFQ included stakeholder group coordination, managing logistics for public meetings and

workshops; providing meeting summaries and notes; administering stipends for group member participation.

DISCUSSION

A contract with Kearns and West, Inc. for an amount not to exceed \$235,200 is requested for services necessary to coordinate and facilitate the Building Appliance Rules IWG Phase 2, a multi-stakeholder group convened to discuss a variety of issues related to Rule 9-4.

In addition to providing extensive logistical and facilitation support to all IWG Phase 2 meetings, Kearns and West, Inc. will also distribute and manage meeting invitations, develop agendas in coordination with the Air District, draft and provide final meeting summaries, and administer stipends to group members that request compensation for their participation. Contracting with Kearns and West, Inc. will provide the resources and capabilities to ensure successful meeting logistics and facilitation, enabling Air District staff to actively participate in discussions and devote attention to the technical subject matter and issues raised.

BUDGET CONSIDERATION/FINANCIAL IMPACT

If approved, funding for this contract will be covered by a \$235,200 transfer from One-time Professional Service Cost Reserve Designation to Program 608.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Richard Chien
Reviewed by: Wendy Goodfriend

ATTACHMENT(S):

1. Draft Kearns and West, Inc. Professional Services Contract No. 2025.164

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

PROFESSIONAL SERVICES CONTRACT

CONTRACT NO. 2025.164

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 and West, Inc.** (“CONTRACTOR”) whose address is 166 Geary Street, Suite 1500 #1515 San Francisco, CA 94108.
2. **RECITALS**
 - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for services 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 to pay all applicable fees.
 - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
 - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
 - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
 - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraphs A-E above.
4. **TERM** – The term of this Contract is from 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

- 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, 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.
- B. Either party may terminate this Contract for breach by the other party.
- i) Failure to perform any agreement or obligation contained in this Contract or failure to perform the services in a satisfactory manner shall constitute a breach of the Contract.
 - ii) The non-breaching party may terminate the Contract by delivery of a written notice of breach. The notice of breach shall specify the date of termination, which shall be no earlier than ten (10) business days from delivery of the notice of breach. In the alternative, at its sole discretion, the non-breaching party may require the breaching party to cure the breach. The notice of breach shall specify the nature of the breach and the date by which such breach must be cured.
 - iii) If CONTRACTOR fails to perform any obligation under this Contract, DISTRICT, at its sole discretion, may perform, or cause the performance of, the obligation itself. In that event, DISTRICT shall deduct the costs to perform such obligation and any other costs to cure the breach from the payment otherwise due to CONTRACTOR for work performed under this Contract. DISTRICT's performance hereunder shall not be deemed a waiver or release of any obligation of, or default by, CONTRACTOR under this Contract.
 - iv) The notice of breach shall be provided in accordance with the notice requirements set forth in section 10.
 - v) The non-breaching party reserves all rights under law and equity to enforce this Contract and recover any damages.

6. INSURANCE

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

work under this Contract may meet this insurance requirement by purchasing automobile liability insurance in the required coverage amount from the rental agency.

- iv) Professional liability insurance with limits not less than one million dollars (\$1,000,000) each claim.
- B. All insurance shall be placed with insurers acceptable to DISTRICT.
- C. Prior to commencement of work under this Contract, CONTRACTOR shall furnish properly-executed certificates of insurance for all required insurance. Upon request by DISTRICT, CONTRACTOR shall provide a complete copy of any required insurance policy. CONTRACTOR shall notify DISTRICT in writing thirty (30) days prior to cancellation or modification of any required insurance policy. Any such modifications are subject to pre-approval by DISTRICT.
- D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and 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: Abby Young.

- 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 \$235,200.
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 \$235,200. 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: Abby Young

CONTRACTOR: Kearns and West, Inc.
166 Geary Street, Suite 1500 #1515
San Francisco, CA 94108
Attn: Ben Gettleman

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

following expiration or termination of the Contract.

- F. Prevent access to such materials by a person or entity not authorized under this Contract.
- G. Establish specific procedures in order to fulfill the obligations of this section.

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

15. PUBLICATION

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

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

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

16. 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

KEARNS AND WEST, INC.

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

By: _____
Crystal Jackson
Vice President, People &
Operations

Date: _____

Date: _____

Approved as to form:

By: _____
Alexander G. Crockett
General Counsel

ATTACHMENT A

SCOPE OF WORK

Overview

In March 2023, DISTRICT passed rule amendments to Regulation 9, Rule 4: Nitrogen Oxides from Fan Type Residential Central Furnaces ("Rule 9-4") and Regulation 9, Rule 6: Nitrogen Oxides Emissions from Natural Gas-Fired Boilers and Water Heaters ("Rule 9-6"). These rules include point-of-sale zero-NOx standards, which will impact consumers of residential and commercial space and water heating equipment in the Bay Area. At this time, the only available compliant technologies are all-electric.

Due to the wide-ranging impacts of this technological shift, in 2025-2026 DISTRICT staff will convene the second phase of the Building Appliance Rules Implementation Working Group (IWG) and will form two subcommittees (one covering the small residential sector and another covering the large multifamily and non-residential commercial sectors) to explore implementation challenges and solutions of Rule 9-4, which goes into effect on January 1, 2029. The IWG will serve as the main forum for information-sharing and discussion regarding implementation issues of Rule 9-4 and will support DISTRICT's reporting on rule implementation readiness to the Board of Directors ("Board").

CONTRACTOR has facilitation and meeting coordination experience and shall support DISTRICT in project management, facilitation services, and stipend administration for IWG meetings.

Task 1: Project Management and Planning Meetings with DISTRICT Staff

CONTRACTOR shall participate in up to four (4) monthly check-in and planning meetings with DISTRICT, each up to 60 minutes in length, spanning up to an eighteen (18) month period to discuss progress in completing the tasks and deliverables under this Scope of Work. CONTRACTOR will provide regular updates on hours spent on project/project budget spend-down, and will provide periodic progress reports that cover budget, timeline, and deliverables.

Deliverables:

- Meeting schedule, drafted in coordination with DISTRICT and IWG members.
- Ongoing task list describing completed and upcoming tasks, information, and/or decision points needed from DISTRICT and delivered to DISTRICT at every meeting.
- IWG membership invitations.
- IWG membership roster and meeting attendance records.
- Budget tracker with spent vs. available funds.
- Document-sharing platform for IWG and committee members prior to first meetings, and monthly uploads of relevant materials.

Task 2: Facilitate Meetings with External Stakeholders

As requested by DISTRICT, CONTRACTOR will facilitate virtual meetings with external stakeholders:

- Three (3) to five (5) public IWG meetings.

- Seven (7) to nine (9) small group discussions for IWG members and invitees.
- At least one (1) but no more than (2) Public Listening Session(s).

CONTRACTOR will provide all necessary support for these meetings which will include meeting planning; meeting implementation and facilitation; meeting summaries and follow-ups:

Meeting Planning: In coordination with DISTRICT, CONTRACTOR will plan all meetings, including developing meeting schedules and agendas; drafting meeting documents and engagement tools; and emailing invitations for each meeting. Meetings will use a mixed format, including presentations, individual reflection, group feedback, and facilitated interactive activities. For all written materials and communications, CONTRACTOR will prepare drafts for DISTRICT's approval. For each meeting, CONTRACTOR will develop a facilitation plan and set up the meeting with appropriate features enabled via Zoom and/or other online platforms with appropriate features enabled for each meeting. CONTRACTOR will finalize the meeting schedule in coordination with DISTRICT and the IWG members.

Meeting Implementation and Facilitation: CONTRACTOR will facilitate all meetings, ensuring neutral and effective engagement; provide real-time notetaking, monitor chat and Q&A, and troubleshoot technical issues; and provide technical support for virtual logistics, including recording and transcription services as needed.

Meeting Summaries and Follow-up: CONTRACTOR will provide draft and final meeting summaries to DISTRICT. CONTRACTOR will also support follow-up with IWG members on action items and conduct additional follow-up tasks as requested by DISTRICT.

Deliverables (for all meetings with external stakeholders):

- Invitation e-mails with virtual meeting links.
- Meeting agendas, facilitation plans, and any supporting materials.
- Draft and final-version summaries for all meetings.
- Recording of Zoom meeting and transcription of the chat.
- Summary of follow-up tasks and results as requested by DISTRICT.
- Updated rosters including meeting attendance.

Task 3: Administration of Stipends for IWG Members

CONTRACTOR will share the criteria for stipend eligibility with IWG members, in coordination with DISTRICT. CONTRACTOR will coordinate annual tax information and quarterly stipend agreements for up to ten (10) eligible IWG members who request to be compensated for their participation on the IWG. CONTRACTOR will distribute stipends quarterly on an invoice and reimbursement basis, at a maximum of \$600 per person quarterly, in accordance with DISTRICT's IWG Stipend Plan. CONTRACTOR will provide a short annual stipend summary report to DISTRICT that includes the total costs of stipend allocation. Total stipend checks shall not exceed \$20,000.

Deliverables:

- Documentation of stipends administered.
- Annual stipend summary report.
- Tax reporting to applicable IWG members and Internal Revenue Service, annually.

ATTACHMENT B

COST SCHEDULE

DISTRICT shall pay CONTRACTOR on a time and material basis in accordance with the tables below. CONTRACTOR shall submit invoices and applicable receipts monthly. Payment shall be made within thirty (30) days following DISTRICT receipt and approval of CONTRACTOR's invoice and in accordance to Section 8, Payment of this Contract.

Labor and Expenses:

DISTRICT will pay CONTRACTOR for work at the hourly rates listed in Table 1 below. CONTRACTOR will submit monthly invoices for payment for the number of hours worked in the previous month. Expenses are not anticipated, and will not be reimbursed without prior written approval from DISTRICT.

Table 1: Hourly Rates

Staff	Hourly Rate
Principal	\$345.00
Vice President	\$290.00
Senior Director	\$245.00
Director	\$225.00
Senior Associate	\$200.00
Associate	\$175.00
Billing Project Coordinator	\$145.00

Not to Exceed:

Payments for each task shall not exceed the amount listed for each task in Table 2 below, unless DISTRICT provides written approval to re-allocate funds from a different task.

Table 2: Not to Exceed for Each Task

Task	Not to Exceed
Task 1 – Project Management and Planning Meetings with DISTRICT Staff	\$46,675
Task 2 – Convene Meetings with External Stakeholders	\$156,155
Task 3 – Administration of Stipends for IWG Members	\$12,370
Stipends for IWG Members (up to 10 eligible IWG members)	\$20,000
Total	\$235,200

Total cost of Contract not to exceed: \$235,200.

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: July 2, 2025

Re: Authorization to Execute a Contract with SiteOne Landscape Supply, LLC for
the Commercial Electric Lawn and Garden Equipment Exchange Program

RECOMMENDED ACTION

Authorize the Executive Officer/APCO to execute a contract with SiteOne Landscape Supply, LLC for an amount not to exceed \$15 million for a period ending June 2028.

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 1.

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 commitment to reducing off-road emissions and have informed the development of the upcoming Commercial Electric Lawn and Garden Exchange Program (eL&G).

On June 4, 2025, the Board approved the allocation of \$15 million in state incentive funding for the eL&G Program and authorized the Executive Officer to enter into contracts with participating retail dealers. These contracts will have a term ending on June 30, 2028, with a total combined award amount not to exceed \$15 million.

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 (NOx) 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 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 Air District will issue a non-competitive Request for Qualifications (RFQ) to expand the number of participating retail vendors. In Q3 2026, the Air District will evaluate the implementation of the program and make adjustments to the program as needed to expand participant eligibility and evaluate opportunities for a residential lawn and garden program by Quarter (Q) 4 2026.

After the June 4 Board of Directors meeting, the Air District received an application from SiteOne Landscape Supply, LLC to participate in the eL&G Program. Air District staff are recommending the award of a contract to SiteOne Landscape Supply, LLC that would increase the number of participating vendors from seven to eight. The list of approved vendors is shown in Table 1. This recommendation will not change the total amount of program funding that has been allocated. In Q3 2025, staff plan to open a Request for Qualifications (RFQ) to increase the number of participating retail locations and will bring eligible vendors to the Board for consideration as new applications are received and approved.

Table 1. Approved Vendors

Vendor	Contract Number	Date Approved
Bee Green Recycling & Supply, LLC	2025.131	June 4, 2025
Brickyard Building Materials	2025.132	June 4, 2025
Frog Power Equipment, LLC	2025.133	June 4, 2025
Gardenland Center Inc. dba Gardenland Power Equipment	2025.134	June 4, 2025
Horizon Distributors, Inc.	2025.135	June 4, 2025
Larsengines	2025.136	June 4, 2025
Pellenc America	2025.137	June 4, 2025
SiteOne Landscape Supply, LLC	2025.167	Pending Board Approval - July 2, 2025

BUDGET CONSIDERATION/FINANCIAL IMPACT

The Air District distributes CMP, MSIF, and Community Air Protection (CAP) Incentives Program funding to project sponsors and contractors on a reimbursement basis. The eL&G Program's has \$15 million available in funding from a combination of 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: Daniel Langmaid and Azara Torres
Reviewed by: Adam Shapiro and Karen Schkolnick

ATTACHMENT(S):

1. Background on Funding Sources
2. Draft Master Services Contract No. 2025.167 - SiteOne Landscape Supply, LLC

Attachment 1

Background on Sources of Incentive Funding for Mobile Sources

Carl Moyer Memorial Air Quality Standards Attainment Program (CMP)

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.

Mobile Source Incentive Fund (MSIF)

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.

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. 2025.167

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 **SiteOne Landscape Supply, LLC** (“CONTRACTOR”) whose address is 6515 Trinity Ct, Dublin, CA 94568.
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: SiteOne Landscape Supply LLC
6515 Trinity Ct,
Dublin, CA 94568
Attn: Michael Kearney

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

SITEONE LANDSCAPE SUPPLY LLC

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

By: _____
Michael Kearney
Line of Business Specialist

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.

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: July 2, 2025

Re: Authorization to Amend Legal Services Agreement with Renne Public Law
Group

RECOMMENDED ACTION

Recommend the Board of Directors (i) authorize the General Counsel to amend the contract with Renne Public Law Group (RPLG) increasing the maximum dollar amount of the contract by \$1,100,000 – from \$2,750,000 to \$3,850,000 – for legal services related to labor and employment issues, including general legal advice and counseling and representation in ongoing personnel litigation; and (ii) authorize the transfer of \$225,000 from Outside Counsel Litigation Support Designated Reserves to Program 205 – Litigation to cover a portion of the litigation defense costs that is not being covered by insurance.

Approximately 75% of the attorneys fees related to the personnel litigation are being paid for by the Air District's insurance, subject to a reservation of rights. But approximately 25% are not being covered, giving rise to the need for the \$225,000 transfer from designated reserves.

BACKGROUND

The Air District has been working with Renne Public Law Group (RPLG) since June of 2022 to provide expert outside counsel services for general counseling and legal advice in personnel matters and for representation in personnel litigation. RPLG is a San Francisco law firm with expertise in public agency personnel issues and has a proven track record of representing agencies like the Air District in these matters.

In the area of advice and counseling, RPLG provides assistance with various employment-related legal matters on an as-needed basis. Attorneys from RPLG provide specialized legal assistance in this area of law in situations where issues arise that may be beyond the expertise of the Air District's in-house attorneys. RPLG attorneys also work directly with the Air District's Human Resources division to provide legal guidance on various issues.

In the area of litigation, RPLG is currently representing the Air District in six personnel lawsuits by current and former employees. These matters are currently being litigated, which has involved extensive discovery and other pre-trial work in preparation for the initial trials scheduled for February of 2026.

The Air District's contract with RPLG (Contract No. 2022.154) has been amended seven times since it was first entered into in June of 2022, and it currently has a maximum not-to-exceed contract limit of \$2,750,000. RPLG's billings as of May 1, 2025, have totaled \$2,186,812. RPLG has also undertaken significant additional work conducted in May and June for which we have not received bills yet. These bills and further work anticipated in the next few months are expected to bring the total billings to the current contract limit. The Air District therefore needs to amend its agreement with RPLG to authorize continued work on these matters.

For the litigation matters, total billings have been \$1,394,746 through May 1. For the next phase of the litigation, which will involve the completion of expert discovery, pre-trial motions and other pre-trial preparations, and trial in the first two cases, RPLG has budgeted an additional \$900,000 through March of 2023. **Approximately $\frac{3}{4}$ of these defense costs are being covered by insurance, subject to a reservation of rights. It is therefore unlikely that the Air District will have to pay for all of the \$900,000 in work that RPLG is expected to perform under this contract amendment.** However, given the reservation of rights, there is a possibility of a change in position and a denial of coverage. If the Air District were ultimately unable to obtain insurance coverage, it would be required to pay for the full amount of RPLG's work under the agreement. Therefore, out of an abundance of caution and to provide full visibility by the Board into this contract, staff are requesting approval to execute this contract amendment to increase the cost limit by \$900,000 for litigation services through trial in the first two cases -- even though we do not expect the Air District will have to pay that amount.

The Air District will be required to pay for the costs of this representation above what is currently being covered by insurance. As noted above, the Air District's share of the up to \$900,000 in defense costs contemplated under the proposed contract amendment is expected to be approximately 25%. Staff therefore request that the Board approve the transfer of \$225,000 (25% of \$900,000) from Outside Counsel Litigation Support Designated Reserves to Program 205 – Litigation to cover the Air District's portion of the litigation costs.

For the non-litigation matters RPLG has been performing under this contract, total billings over the three years of the contract (since June of 2022) have been \$792,067. The Air District expects that it may need up to another \$200,000 of legal services under this proposed amendment. This advice and counseling work is generally not covered by insurance. As it does every year, Human Resources has budgeted for such outside counsel work in Program 111 in the current fiscal year budget.

DISCUSSION

Section 8.2(b)(5) of the Administrative Code provides that in hiring outside counsel, the General Counsel shall endeavor to follow the Air District's Procurement Policy to the extent practicable under the circumstances but need not be strictly bound by that Policy. This legal services agreement is consistent with all of the purposes of the Policy and comports with the requirements of Section 8.2(b)(5) because the Air District conducted a "Request for Qualifications" process (RFQ #2023-035) to pre-qualify outside counsel firms with expertise in multiple areas of law in accordance with Section 8(f) of the Procurement Policy. RPLG submitted a proposal and qualified for several categories, including litigation services related to personnel actions. This agreement was entered into by the District Counsel prior to this RFQ process, however, so it is technically not covered by the RFQ, and this contract amendment cannot rely on the RFQ process for purposes of complying with the requirements of the Procurement Policy. But the use of RPLG for this work under the agreement as contemplated by the proposed contract amendment is consistent with all the "Procurement Principles" identified in Section 7 of the Procurement Policy. Engaging RPLG is fully compliant with all local, state and federal rules and regulations; RPLG has shown through its work for the Air District to date that it can meet the organization's needs effectively and efficiently; the firm's rates compare favorably with the rates of other similar law firms, as demonstrated through the submissions received in the RFQ process, in which RPLG's rates were among the lowest; the RFQ maintained the fairness and integrity of an open and competitive process, as it publicly advertised the Air District's solicitation for these services; and the RFQ allowed the Air District to review and consider similar firms and ensure that there are no other firms better suited to provide the services required here. Retaining RPLG to perform this work thus furthers all of the purposes for which the Policy was adopted.

RPLG has been highly effective thus far in representing the Air District and has completed substantial legal work both on the pending litigation and on multiple non-litigation matters. It is therefore recommended that RPLG continue representation of the Air District, and that the current agreement with RPLG be amended to increase the limit on fees to allow the firm to perform this work.

This legal services agreement is one of three contracts that the Air District has entered with RPLG. The other two are Contract No. 2023.106, entered into on June 12, 2023, and Contract No. 2024.111, entered into on July 18, 2024, both of which were for professional consulting services with respect to the Air District's Administrative Code Update project. Those agreements have not-to-exceed contract limits of \$75,000 and \$89,900, respectively.

BUDGET CONSIDERATION/FINANCIAL IMPACT

For the \$200,000 in anticipated costs for non-litigation personnel advice and counseling work associated with this proposed contract amendment, funds for this work are included in Program 111 in the Fiscal Year 2025-2026 budget.

For the \$900,000 in anticipated litigation costs, staff anticipate that the Air District will be required to pay approximately \$225,000 of these costs (25%), since the Air District has insurance coverage for the majority of the attorneys fees in this litigation. The Fiscal Year 2025-2026 budget includes \$3,655,000 in designated reserves for outside counsel litigation support. If this item is approved, \$225,000 will be transferred from these designated reserves to amend the Fiscal Year 2025-2026 Legal Division's program budget and added to Program 205 – Litigation Services to support this contract amendment.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Carrie Schilling
Reviewed by: Alexander Crockett

ATTACHMENT(S):

1. Executed Renne Public Law Contract No. 2022.154
2. Renne Public Law Contract No. 2022.154 - Amendment 1
3. Renne Public Law Contract No. 2022.154 - Amendment 2
4. Renne Public Law Contract No. 2022.154 - Amendment 3
5. Renne Public Law Contract No. 2022.154 - Amendment 4
6. Renne Public Law Contract No. 2022.154 - Amendment 5
7. Renne Public Law Contract No. 2022.154 - Amendment 6
8. Renne Public Law Contract No. 2022.154 - Amendment 7
9. DRAFT Renne Public Law Contract No. 2022.154 - Amendment 8

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

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

June 3, 2022

Via Email – ACrockett@baaqmd.gov>

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

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

Dear Mr. Crockett:

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

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

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

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

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

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

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

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



Legal Services Agreement
Page 2

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

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

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

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

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

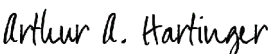
5. No Guarantee of Outcome. Any comments made by us about the potential outcome of this matter are expressions of opinion only and are not guarantees or promises about any outcome or results.

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

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

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

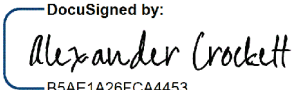
Very truly yours,

DocuSigned by:

2D5F3B657D5F429...
Arthur A. Hartinger

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

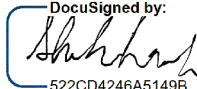
cc: RPLG Billing Department

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

By:  _____
DocuSigned by:
B5AE1A26FCA4453...

Print Name: Alexander Crockett

Title: District Counsel

By:  _____
DocuSigned by:
522CD4246A5149B...

Print Name: Sharon Landers

Title: Interim Executive Officer

ATTACHMENT A

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

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

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



ATTACHMENT B

STATEMENT OF FEE AND BILLING INFORMATION

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

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

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

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

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

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

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



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



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

August 29, 2022

Via Email – ACrockett@baaqmd.gov

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


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

Dear Ms. Landers and Mr. Crockett:

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

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

Very truly yours,


Arthur A. Hartinger

cc: RPLG Billing Department

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

DocuSigned by:

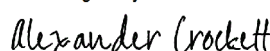


5D7BA5BC138D4C0...

Interim Executive Officer/APCO

Date: 9/8/2022

DocuSigned by:



B5AE1A26FCA4453...

District Counsel

Date: 9/8/2022



Renne Public Law Group®

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

September 23, 2022

Via Email – ACrockett@baaqmd.gov>

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

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

Dear Ms. Landers and Mr. Crockett:

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

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

Very truly yours,



Arthur A. Hartinger

cc: RPLG Billing Department

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

DocuSigned by:



5D7BA5BC138D4C0...

Sharon Landers
Interim Executive Officer/APCO

Date: 10/27/2022

DocuSigned by:



B5AE1A26FCA4453...

Alexander Crockett
District Counsel

Date: 10/27/2022



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

January 30, 2023

Via Email – ACrockett@baaqmd.gov>

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

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

Dear Ms. Landers and Mr. Crockett:

On behalf of Renne Public Law Group, LLP (“RPLG”), we appreciate the opportunity to provide legal services to the Bay Area Air Quality Management District in the area of labor and employment. Per our recent discussions, this letter is to amend our existing Legal Services Agreement dated (for identification purposes only) June 2, 2022, as amended by our subsequent Amendments dated (for identification purposes only) August 29, 2022, and September 23, 2022, to increase the cap on fees from \$200,000 to \$300,000.

By this amendment, the sentence in Section 3 of the Legal Services Agreement that (per the August 29 and September 23, 2022 amendments) reads “Total billed amounts are not to exceed \$200,000.00” shall be and is replaced by the following sentence: “Total billed amounts are not to exceed \$300,000.00”. All other provisions of the Legal Services Agreement shall remain the same.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Arthur Hartinger", is written over a light blue rectangular background.

Arthur A. Hartinger

cc: RPLG Billing Department

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



DocuSigned by:

Sharon Landers

7180203A08BE42D...

Sharon Landers

Interim Executive Officer/APCO

Date: 2/3/2023

DocuSigned by:

Alexander Crockett

B5AE1A26FCA4453...

Alexander Crockett

District Counsel

Date: 2/3/2023



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

March 22, 2023

Via Email – ACrockett@baaqmd.gov>

Philip M. Fine
Executive Officer/APCO
Alexander Crockett
District Counsel
Bay Area Air Quality Management District
375 Beale Street, Suite 600
San Francisco, CA 94105

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

Dear Dr. Fine and Mr. Crockett:

On behalf of Renne Public Law Group, LLP (“RPLG”), we appreciate the opportunity to provide legal services to the Bay Area Air Quality Management District in the area of labor and employment. Per our recent discussions, this letter is to amend our existing Legal Services Agreement dated (for identification purposes only) June 2, 2022, as amended by our subsequent Amendments dated (for identification purposes only) August 29, 2022, September 23, 2022, and February 3, 2023, to increase the cap on fees from \$300,000 to \$400,000.

By this amendment, the sentence in Section 3 of the Legal Services Agreement that (per the August 29 and September 23, 2022, and February 3, 2023, amendments) that reads “Total billed amounts are not to exceed \$300,000.00” shall be and is replaced by the following sentence: “Total billed amounts are not to exceed \$400,000.00”. All other provisions of the Legal Services Agreement shall remain the same.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Arthur Hartinger", is written over a light blue circular background.

Arthur A. Hartinger

cc: RPLG Billing Department

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

DocuSigned by:
A handwritten signature in blue ink, appearing to read "Philip Fine", is written over a light blue circular background.
Philip M. Fine
Executive Officer/APCO

Date: 4/17/2023

DocuSigned by:
A handwritten signature in blue ink, appearing to read "Alexander Crockett", is written over a light blue circular background.
Alexander Crockett
District Counsel

Date: 4/17/2023



Arthur A. Hartinger
Partner
ahartinger@publiclawgroup.com
(415) 848-7200

May 30, 2023

Via Email – ACrockett@baaqmd.gov

Philip M. Fine
Executive Officer/APCO
Alexander Crockett
District Counsel
Bay Area Air Quality Management District
375 Beale Street, Suite 600
San Francisco, CA 94105

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

Dear Dr. Fine and Mr. Crockett:

On behalf of Renne Public Law Group, LLP (“RPLG”), we appreciate the opportunity to provide legal services to the Bay Area Air Quality Management District in the area of labor and employment. Per our recent discussions, this letter is to amend our existing Legal Services Agreement dated (for identification purposes only) June 2, 2022, as amended by our subsequent Amendments dated (for identification purposes only) August 29, 2022, September 23, 2022, February 3, 2023, and April 5, 2023, to increase the cap on fees from \$400,000 to \$550,000.

By this amendment, the sentence in Section 3 of the Legal Services Agreement that (per the August 29 and September 23, 2022, February 3, 2023, and April 5, 2023, amendments) that reads “Total billed amounts are not to exceed \$400,000.00” shall be and is replaced by the following sentence: “Total billed amounts are not to exceed \$550,000.00”. All other provisions of the Legal Services Agreement shall remain the same.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Arthur Hartinger", is written over a faint, larger signature.

Arthur A. Hartinger

cc: RPLG Billing Department

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

DocuSigned by:
A handwritten signature in blue ink, appearing to read "Philip M. Fine", is written over a faint, larger signature.
7314B577922A46A...
Philip M. Fine
Executive Officer/APCO

Date: 6/27/2023

DocuSigned by:
A handwritten signature in blue ink, appearing to read "Alexander Crockett", is written over a faint, larger signature.
6DC7110552B5451...
Alexander Crockett
District Counsel

Date: 6/26/2023



Arthur A. Hartinger
Partner
ahartinger@publiclawgroup.com
(415) 848-7200

September 25, 2023

Via Email – ACrockett@baaqmd.gov

Philip M. Fine
Executive Officer/APCO
Alexander Crockett
District Counsel
Bay Area Air Quality Management District
375 Beale Street, Suite 600
San Francisco, CA 94105

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

Dear Dr. Fine and Mr. Crockett:

On behalf of Renne Public Law Group, LLP (“RPLG”), we appreciate the opportunity to provide legal services to the Bay Area Air Quality Management District in the area of labor and employment. Per our recent discussions, this letter is to amend our existing Legal Services Agreement dated (for identification purposes only) June 2, 2022, as amended by our subsequent Amendments dated (for identification purposes only) August 29, 2022, September 23, 2022, February 3, 2023, April 5, 2023, and June 7, 2023, to increase the cap on fees from \$550,000 to \$800,000.

By this amendment, the sentence in Section 3 of the Legal Services Agreement that (per the August 29 and September 23, 2022, and February 3, April 5, and June 7, 2023, amendments) that reads “Total billed amounts are not to exceed \$550,000.00” shall be and is replaced by the following sentence: “Total billed amounts are not to exceed \$800,000.00”. All other provisions of the Legal Services Agreement shall remain the same.

Very truly yours,

A handwritten signature in blue ink that reads "Arthur A. Hartinger".

Arthur A. Hartinger

cc: RPLG Billing Department

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

DocuSigned by:
A handwritten signature in blue ink that reads "Philip M. Fine".
Philip M. Fine
Executive Officer/APCO

Date: 11/16/2023

DocuSigned by:
A handwritten signature in blue ink that reads "Alexander Crockett".
Alexander Crockett
District Counsel

Date: 11/16/2023



Arthur A. Hartinger
Partner
ahartinger@publiclawgroup.com
(415) 848-7200

August 20, 2024

Via Email – ACrockett@baaqmd.gov

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

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

Dear Mr. Crockett:

On behalf of Renne Public Law Group, LLP (“RPLG”), we appreciate the opportunity to provide legal services to the Bay Area Air Quality Management District in the area of labor and employment. Per our recent discussions, this letter is to amend our existing Legal Services Agreement dated (for identification purposes only) June 2, 2022, as amended by our subsequent Amendments dated (for identification purposes only) August 29, 2022, September 23, 2022, February 3, 2023, April 5, 2023, June 7, 2023, and November 16, 2023, to increase the cap on fees from \$800,000 to \$2,750,000.

By this amendment, the sentence in Section 3 of the Legal Services Agreement that (per the August 29 and September 23, 2022, and February 3, April 5, June 7, and November 16, 2023, amendments) reads “Total billed amounts are not to exceed \$800,000.00” shall be and is replaced by the following sentence: “Total billed amounts are not to exceed \$2,750,000.00”. All other provisions of the Legal Services Agreement shall remain the same.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Arthur Hartinger", is placed over a light blue rectangular background.

Arthur A. Hartinger

cc: RPLG Billing Department

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

DocuSigned by:
A handwritten signature in black ink, appearing to read "Alexander Crockett", is placed over a light blue rectangular background.
6DC7110552B5451...
Alexander Crockett
General Counsel

Date: 10/16/2024

June 24, 2025

Via Email – ACrockett@baaqmd.gov>

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

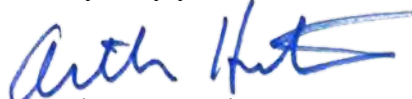
Re: Legal Services Agreement (General Advice in Labor and Employment)

Dear Mr. Crockett:

On behalf of Renne Public Law Group, LLP (“RPLG”), we appreciate the opportunity to provide legal services to the Bay Area Air Quality Management District in the area of labor and employment. Per our recent discussions, this letter is to amend our existing Legal Services Agreement dated (for identification purposes only) June 2, 2022, as amended by our subsequent Amendments dated (for identification purposes only) August 29, 2022, September 23, 2022, February 3, 2023, and April 5, 2023, June 7, 2023, November 16, 2023, and August 20, 2024, to increase the cap on fees from \$2,750,000 to \$3,850,000.

By this amendment, the sentence in Section 3 of the Legal Services Agreement that (per the August 29, 2023, September 23, 2022, February 3, 2023, April 5, 2023, June 7, 2023, November 16, 2023, and August 20, 2024, amendments) reads “Total billed amounts are not to exceed \$2,750,000.00” shall be and is replaced by the following sentence: “Total billed amounts are not to exceed \$3,850,000.00”. All other provisions of the Legal Services Agreement shall remain the same.

Very truly yours,



Arthur A. Hartinger

cc: RPLG Billing Department

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

Alexander Crockett
District Counsel

Date: _____

BOARD MEETING DATE: July 2, 2025

REPORT: Stationary Source Committee

SYNOPSIS: The Stationary Source Committee (Committee) held a meeting on Wednesday, June 11, 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 10:00 a.m.

Roll Call:

Present, In-Person (Bay Area Metro Center, 375 Beale Street, 1st Floor Yerba Buena Room, San Francisco, California, 94105): Chairperson Ken Carlson.

Present, In-Person Satellite Location: (Office of Contra Costa County Supervisor John Gioia, 11780 San Pablo Ave., Suite D Conference Room, El Cerrito, CA 94530): Directors 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: (Marin County - District 2, Supervisor Brian Colbert, 3501 Civic Center Drive, Suite 326, San Rafael, CA 94903): Director Brian Colbert.

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

Absent: Vice Chairperson Lynda Hopkins; and 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 MAY 14, 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 May 14, 2025; and the motion **carried** by the following vote of the Committee:

AYES:	Carlson, Colbert, Gioia, Medina, Quinto, Tam, Young.
NOES:	None.
ABSTAIN:	None.
ABSENT:	Adams, Hopkins.

INFORMATIONAL ITEMS

4. **MID-YEAR REVIEW OF THE 2025-2026 REGULATORY AGENDA**

Bradley Cole, Rules and Strategic Policy Manager, gave the staff presentation *Mid-Year Review of the 2025-2026 Regulatory Agenda*, including: overview; Strategic Plan goals and strategies; prioritization criteria; rule development impetus sources; current and planned rule development; level of effort; air quality impacts; considered rule development; and next steps.

Public Comments

Public comments were given by Jacob Klein, Industrious Labs; Katrina Tomas, Earthjustice; Mandeera Wijetunga; Sarah Chen Small, Communities for a Better Environment (CBE); Molly Greene, CBE; Dr. Stephen Rosenblum, Palo Alto resident; Teresa Cheng, Industrious Labs; Arieann Harrison, Marie Harrison Community Foundation (MHCF); Tonia Randell, MHCF; Olga Mandrussow, Sierra Club; Kevin Buchan, Western States Petroleum Association; Nancy Rieser, Sunflower Alliance; Carolina Correa, Brightline Defense; Adrian Martinez, Earthjustice; Gus Flores, United Contractors; Wendy Chou, Actera; Mars Keith, Sierra Club; Shoshana Wechsler, Sunflower Alliance.

Committee Comments

The Committee and staff discussed the composition (entities) of the “Refinery Corridor”; concerns regarding delays in the Air District’s issuance of permits; whether rule amendment adoption would impact (further delay) pending Air District permit applications; whether Air District staff believes that current and projected staff capacity can carry out rulemakings according to the Air District’s proposed timelines; whether any upcoming rulemakings involve Best Available Control Technologies (BACT) or Best Available Retrofit Control Technologies (BARCT); whether the intended health benefits of the proposed rulemaking schedule was presented to the Air District’s Community Advisory Council (CAC) before the CAC was invited offer its prioritization the proposed rulemakings; gasoline prices and refinery capacity (on a broad economic impact) and whether the Air District’s authority may be threatened; whether asphalt plants are subjected to the considered the same Air District regulations as petroleum refineries; the request for regular updates, focusing on the intended health benefits of proposed rulemakings; and whether the Air Districts has conducted socioeconomic studies on the potentially upcoming rulemakings.

Committee Action

No action taken.

5. DEVELOPMENT OF A TARGETED INSPECTION PROGRAM AND POLICY

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; and next steps.

Public Comments

Public comments were given by Sarah Chen Small, CBE; Kathy Kerridge, Benicia resident

Committee Comments

The Committee and staff discussed the types of activities that an Air District inspector may conduct during onsite visits (at permitted facilities), and the current number of inspectors.

Committee Action

No action taken.

OTHER BUSINESS

6. PUBLIC COMMENT ON NON-AGENDA MATTERS

Public comments were given by Kathy Kerridge, Benicia resident.

7. COMMITTEE MEMBER COMMENTS

None.

8. TIME AND PLACE OF NEXT MEETING

Wednesday, July 9, 2025, at 10:00 a.m. at Contra Costa County Administration Building, 1025 Escobar St. Conference Rooms 110 A, B, & C Martinez, CA 94553. 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 12:02 p.m.

Attachments

#3 – Approval of the Draft Minutes of the Stationary Source Committee Meeting of May 14, 2025

#4 – Mid-Year Review of the 2025-2026 Regulatory Agenda

#5 – Development of a Targeted Inspection Program and Policy

BOARD MEETING DATE: July 2, 2025

REPORT: Policy, Grants, and Technology Committee

SYNOPSIS: The Policy, Grants, and Technology Committee (Committee) held a meeting on Wednesday, June 18, 2025. The following is a summary of the meeting.

RECOMMENDED ACTION:

This item is provided for the Board's information and awareness; no action is requested at this time.

Vicki Veenker, Chair
Policy, Grants, and Technology Committee

VV:mh

CALL TO ORDER:

Opening Comments: Policy, Grants, and Technology Committee (Committee) Chairperson, Vicki Veenker, called the meeting to order at 10:00 a.m.

Roll Call:

Present, In-Person (Bay Area Metro Center (375 Beale Street, 1st Floor Board Room, San Francisco, California, 94105): Committee Chairperson Vicki Veenker; and Directors Ken Carlson and David Haubert.

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

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

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

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

Present, In-Person Satellite Location (Tampa Marriott Water Street, 505 Water Street, Tampa, FL 33602): Vice Chairperson Juan González III.

Absent: Director Joelle Gallagher.

For additional details of the Policy Grants, and Technology Committee Meeting, please refer to the webcast, [which can be found here](#) 24 hours after the meeting has adjourned. Please use the webcast's index to view specific agenda items.

CONSENT CALENDAR

3. **APPROVAL OF THE DRAFT MINUTES OF THE POLICY, GRANTS, AND TECHNOLOGY SPECIAL COMMITTEE MEETING OF APRIL 16, 2025**

Public Comments

No requests received.

Committee Comments

None.

Committee Action

Director Carlson made a motion, seconded by Director Medina, to **approve** the Draft Minutes of the Policy, Grants, and Technology Committee Meeting of April 16, 2025; and the motion **carried** by the following vote of the Committee:

AYES:	Abe-Koga, Carlson, González, Haubert, Lee, Lopez, Medina, Mueller, Tam, Veenker.
NOES:	None.
ABSTAIN:	None.
ABSENT:	Gallagher.

ACTION ITEM

4. **STATE AND FEDERAL LEGISLATIVE UPDATES**

Alan Abbs, Legislative Officer, gave the staff presentation *State and Federal Legislative Updates*, including: recommended action; outline; State Legislative update; Air District co-sponsored bills: Assembly Bill (AB) 14 (Hart) and Senate Bill (SB) 282 (Wiener); Board-approved position bills: AB 339 (Ortega), AB 546 (Caloza), AB 674 (Connolly), AB 907 (Chen), AB 914 (Garcia), AB 1106 (Rodriguez), AB 1352 (Solache), AB 1368 (Wallis), SB 69 (McNerney), SB 318 (Becker), 712 (Grove); bills for Committee consideration: SB 34 (Richardson); State Budget update Fiscal Year (FY) 2025-26: dates and deadlines; Federal Legislative update; and recap of action requested.

Public Comments

No requests received.

Committee Comments

The Committee and staff discussed the following:

Regarding SB 34 (Richardson) – Air pollution: South Coast Air Quality Management District: mobile sources: public seaports: the Air District's current authority on indirect sources of emissions; funding sources that the Air District has used to support the Port of Oakland's electrification projects; and whether the co-sponsors of this bill represent various ports in California, and if so, whether they authored this bill to address current or future regulations.

Regarding the FY 2025-2026 State Budget: ways in which Board members can support the California Legislature regarding State Budget negotiations.

Regarding federal updates: the recent revocation of California's Clean Air Act waivers for vehicle emissions, and why the Congressional Review Act is considered novel, in these circumstances; the REINS Act (Regulations from the Executive in Need of Scrutiny Act); and how federal claw backs may affect future Air District staffing levels and potential revenue loss.

Committee Action

Chair Veenker made a motion, seconded by Director Haubert, to recommend the Board **adopt** a position of OPPOSE regarding SB 34 (Richardson) – Air pollution: South Coast Air Quality Management District: mobile sources: public seaports; and the motion **carried** by the following vote of the Committee:

AYES:	Abe-Koga, Carlson, González, Haubert, Lee, Lopez, Medina, Mueller, Tam, Veenker.
NOES:	None.
ABSTAIN:	None.
ABSENT:	Gallagher.

OTHER BUSINESS

5. PUBLIC COMMENT ON NON-AGENDA MATTERS

Public comments were given by Tim Sbranti, Contra Costa Building and Construction Trades Council; Mark Williams, Jr., Environmental Justice League (EJL); Camika Robinson, EJL; Mark Williams, Sr., EJL; Yvonne Eashman, EJL; Michael, Richmond resident; Michael Randall, EJL; Elise Evans, EJL; Dr. Robert Parham, Economic Justice League; Sheryl Mullins, Tenderloin Neighborhood Development Corporation; Rich Peterson, EJL; Earl Johnson, Jr.; and Cassidy Ochoa, Richmond resident.

6. COMMITTEE MEMBER COMMENTS

Director Mueller requested the following:

- A future agendized item at an upcoming Policy, Grants, and Technology Committee meeting regarding the Air District's status on the development of a socioeconomic impact analysis policy that stakeholders representing industry and building trades requested in 2023;
- Involvement of the public (all stakeholders);
- If the Stationary Source Committee (which staff believes is the appropriate body to address this, prior to the full Board) does not wish to agendize this issue, it must be agendized at a future upcoming Policy, Grants, and Technology Committee meeting; and
- A report at the July 16, 2025 Policy, Grants, and Technology Committee meeting, indicating which committee will agendize this issue.

Regarding the same issue, Director Haubert requested the following:

- A side-by-side comparison of the provisions within Section 40728.5 of the California Health and Safety Code (which requires an assessment of the socioeconomic impacts of proposed air quality rules) and socioeconomic impact analysis policy actions that industry has asked the Air District to take.
- The creation of a working group or ad hoc committee composed of Air District staff representatives of industry that focuses on economic impacts, specifically, pending and potentially future refinery downsizing and/or closures.
- The request to accelerate the streamlining of the Air District's permitting process and reduce the application backlog.

Regarding the same issue, Director González asked staff to explain how proposed changes to existing practices would be impactful.

7. TIME AND PLACE OF NEXT MEETING

Wednesday, July 16, 2025, at 10:00 a.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Policy, Grants, and Technology Committee members and members of the public will be able to either join in-person or via webcast.

Adjournment

The meeting was adjourned at 11:34 a.m.

Attachments

#3 – Approval of the Draft Minutes of the Policy, Grants, and Technology Committee Meeting of April 16, 2025

#4 – State and Federal Legislative Updates

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: July 2, 2025

Re: Public Hearing to Consider Adoption of Proposed Amendments to Air District
Regulation 3: Fees

RECOMMENDED ACTION

Adopt the attached Resolution amending Air District Regulation 3 (Fees). The proposed amendments affect only Schedules S and V.

BACKGROUND

On December 7, 2022, the Board of Directors 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 of Directors 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.

On June 4, 2025, the Board of Directors held a public hearing and adopted proposed amendments to Regulation 3 that excluded the proposed changes to fee schedules S and V. At today's meeting, the Board of Directors will hold a public hearing to consider adopting proposed amendments to Regulation 3 that impact only fee schedules S and V. This will be the second public hearing relating to these specific amendments, consistent with applicable statutory requirements.

DISCUSSION

Draft amendments to specific fee schedules were made using the Air District's authority to better recover costs as allowed by the California Health and Safety Code. Consistent with the Air District's 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, Air District staff recommends the Board of Directors consider the amendments of a proposed 15% increase in the following fee schedules:

- Schedule S Naturally Occurring Asbestos Operations
- Schedule V Open Burning: Marsh Management fees only

These proposed amendments would take effect immediately upon adoption.

Both the [Cost Recovery Report](#) (presented at the May 7, 2025, public hearing) and the [Staff Report](#) (presented at the June 4, 2025, public hearing to consider adoption of the proposed amendments to Regulation 3 for all fee schedules except S and V) are the same reports for these proposed amendments to fee schedules S and V.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The proposed fee amendments for Fiscal Year End 2026 are projected to increase overall Air District fee revenue by approximately \$52,000 relative to fee revenue levels that would be expected without the amendments.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Mark Gage
Reviewed by: Fred Tanaka, Pamela Leong, Meredith Bauer

ATTACHMENT(S):

1. Draft Board Resolution FYE 2026 Regulation 3 Fees
2. Proposed Amendments to Air District Regulation 3 Fees for FYE 2026 Presentation

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, 41512.5, 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, to ensure compliance with applicable statutory requirements for the adoption of the proposed amendments, Air District staff 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 June 4, 2025, the Board of Directors adopted the first set of proposed amendments to Regulation 3, which became effective on July 1, 2025;

WHEREAS, as discussed in detail in the staff report, the second set of proposed amendments to Regulation 3, which are attached hereto as Attachment A (“Proposed Amendments”) would increase fee schedules S and V, which are currently well below full cost recovery, by 15 percent;

WHEREAS, Air District staff has determined that a socioeconomic analysis of the Proposed Amendments pursuant to Health & Safety Code section 40728.5 is not required because the Proposed 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 pursuant to Health & Safety Code section 40920.6 is not required because the Proposed Amendments do not impose best available retrofit control requirements;

WHEREAS, Air District staff discussed the Proposed Amendments 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 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, and to hear comments and testimony from members of the public, in accordance with all provisions of law;

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 public hearings on both sets of proposed amendments to Regulation 3, including (i) the public hearing on June 4, 2025, at which the Board of Directors adopted the first set of proposed amendments, and (ii) another public hearing on July 2, 2025, to consider the second set of proposed amendments (referred to herein as the "Proposed Amendments"), and in this notice invited written public comment on all of the proposed amendments;

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 second set of proposed amendments to Regulation 3 as set forth in Attachment A hereto, consisting of changes to schedules S and V;

WHEREAS, this Board of Directors concurs with Air District staff's recommendations and desires to adopt the Proposed Amendments.

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 of 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, 41512.5, 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 41512.5 (fees applicable to emission sources not included within permit system);

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 CHANGES]

Regulation 3: Fees

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 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: ~~\$824944~~ for 50 acres or less
~~\$1,4471,285~~
 for more than 50 acres but less than or equal to 150 acres
~~\$1,4081,619~~ 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~~)



Public Hearing to Consider Adoption of Proposed Amendments to Air District Regulation 3: Fees – Schedules S and V

Board of Directors Meeting

July 2, 2025

Mark Gage

Principal Air Quality Engineer, Engineering Division

Recommended Action

Adopt Proposed Amendments to Regulation 3 that affect only Schedules S and V

Amendments would become effective July 2, 2025

Presentation Outline

- Rule Development Schedule
- Proposed Fee Amendments
- Overview of Public Comments
- Resolution and Recommendation

Budget & Fee Regulation Schedule

Description	Date
Finance and Administration Committee briefing – Cost Recovery Strategy	December 18, 2024
Public workshop for Fee Regulation amendments	February 14, 2025
Written workshop comments on Fee Regulation due	March 17, 2025
Finance and Administration Committee briefing	March 19, 2025
Community Workshop on the Budget and Fee Regulation	April 10, 2025
Public hearing on budget & Fee Regulation to receive testimony	May 7, 2025
Written public hearing comments on proposed Fee Regulation due	May 16, 2025
Public hearing to adopt budget and amendments to 16 fee schedules	June 4, 2025
Budget and fee amendments to 16 fee schedules effective	July 1, 2025
Public hearing to consider adoption of amendments to 2 fee schedules, which will become effective the same day	July 2, 2025



Budget & Fee Regulation Schedule (Cont.)

- California Health and Safety Code Section 41512.5 requires that, for some fee types*, 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 proposed amendments to such fees cannot be adopted until after June 6, 2025
- The next available Board meeting is July 2, 2025

**"...fees applicable to emission sources not included within a permit system..."*

Proposed Fee Regulation Amendments

Fee Schedules with 15% increase

Schedule S: Naturally Occurring Asbestos Operations

~13.5% Cost Recovery

Schedule V: Open Burning – Marsh Management Fees only

~25% Cost Recovery

Fee Schedules with 0% increase

Schedule V: Open Burning – Except Marsh Management Fees

All other fees and fee schedules

Proposed Amendments: Impact

- Proposed amendments are dictated by the Board-approved Cost Recovery strategy
- Estimated budget increase is \$52,000 compared to projected Fiscal Year End (FYE) 2025 revenues

Summary of Public Comments

- Comments were accepted on all proposed amendments until May 26, 2025
- No additional comments were received since the June 4, 2025 Board meeting
- No comments were received that were specific to Schedules S or V

Recommended Action

Adopt Proposed Amendments to Regulation 3 that affect only Schedules S and V

Amendments would become effective July 2, 2025

Questions & Discussion

For more information:

Mark Gage | Principal Air Quality Engineer | mgage@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: July 2, 2025

Re: Consideration of State Legislation

RECOMMENDED ACTION

Adopt the following position on current State Legislation:

- Oppose Senate Bill 34 (Richardson) – Air pollution: South Coast Air Quality Management District: mobile sources: public seaports

The Policy, Grants, and Technology Committee voted to recommend approval of this item at its meeting on June 18, 2025.

BACKGROUND

At the April 16, 2025, Policy, Grants, and Technology Committee (Committee) meeting, the Committee discussed Senate Bill (SB) 34 (Richardson) and voted to recommend the Board adopt a “Watch” position. The Board adopted a “Watch” position at the May 7, 2025, Board meeting. At the June 18, 2025, Committee meeting, the Committee discussed and considered the updated Air District staff recommendation, and the Committee voted to recommend the Board adopt an “Oppose” position.

DISCUSSION

The Board will consider the Committee’s recommendation to adopt the following position on current State legislation:

SB 34 (Richardson) – Air pollution: South Coast Air Quality Management District: mobile sources: public seaports.

Committee Recommendation: Oppose

Additional bill information may be found on the [California Legislative Information](#) website.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Alan Abbs
Reviewed by: Viet Tran

ATTACHMENT(S):

1. CapitolTrack - Bill Information - SB 34 (Richardson) - As of June 24, 2025
2. SB 34 (Richardson) - Bill Text - As Amended on April 30, 2025
3. Consideration of State Legislation Presentation

SB 34 (Richardson, D) Air pollution: South Coast Air Quality Management District: mobile sources: public seaports.**Current Text:** 04/30/2025 - Amended [HTML](#) [PDF](#)**Introduced:** 12/02/2024**Last Amended:** 04/30/2025**Status:** 06/09/2025 - Referred to Coms. on NAT. RES. and TRANS.**Location:** 06/09/2025 - Assembly Natural Resources

Summary: Current law authorizes air districts to adopt and implement regulations to reduce or mitigate emissions from indirect sources of air pollution. Current law provides for the creation of the South Coast Air Quality Management District in those portions of the Counties of Los Angeles, Orange, Riverside, and San Bernardino included within the area of the South Coast Air Basin, as specified. Current law requires the district to adopt rules and regulations to carry out the south coast district air quality management plan that are not in conflict with state and federal laws and rules and regulations and requires those rules and regulations to provide for indirect source controls under certain circumstances. Pursuant to its authority, the district has proposed Rule 2304, which would require the Ports of Long Beach and Los Angeles to each develop a comprehensive plan for charging and fueling infrastructure for equipment, vehicles, and vessels used in port operations and whose source of propulsion energy or other use of energy, or both, is not, or is not primarily, derived from combustion of conventional fuels. In the event the board of the district takes an action to amend or adopt that proposed rule or takes one of specified similar actions regarding an operation or marine terminal facility at a public seaport, this bill would require the action to, among other things, require those ports to prepare assessments of energy demand and supply, cost estimates, and funding source, workforce, and environmental impacts and create a process by which those ports can request extensions to the timelines developed to achieve the action's targets. The bill would also prohibit the action from, among other things, imposing a cap on cargo throughput or limiting operations at the ports. The bill would repeal its provisions on January 1, 2036. (Based on 04/30/2025 text)

Is Urgency: N**Is Fiscal:** Y**Votes:**04/23/25 - **SEN. E.Q.** (Y:8 N:0 A:0) (P)04/28/25 - **SEN. TRANS.** (Y:14 N:0 A:1) (P)05/12/25 - **SEN. APPR.** (Y:7 N:0 A:0) (P)05/23/25 - **SEN. APPR.** (Y:6 N:0 A:1) (P)06/03/25 - **SEN. Senate 3rd Reading** (Y:31 N:1 A:8) (P)**Text History:**04/30/25 - Amended [htm](#) [pdf](#) [doc](#) [atl](#)04/21/25 - Amended [htm](#) [pdf](#) [doc](#) [atl](#)04/10/25 - Amended [htm](#) [pdf](#) [doc](#) [atl](#)03/24/25 - Amended [htm](#) [pdf](#) [doc](#) [atl](#)12/02/24 - Introduced [htm](#) [pdf](#) [doc](#) [atl](#)**History:**

06/09/2025 - Referred to Coms. on NAT. RES. and TRANS.

06/04/2025 - In Assembly. Read first time. Held at Desk.

06/03/2025 - Read third time. Passed. (Ayes 31. Noes 1.) Ordered to the Assembly.

05/23/2025 - From committee: Do pass. (Ayes 6. Noes 0.) (May 23). Read second time. Ordered to third reading.

05/16/2025 - Set for hearing May 23.

05/12/2025 - May 12 hearing: Placed on APPR. suspense file.

05/02/2025 - Set for hearing May 12.

04/30/2025 - Read second time and amended. Re-referred to Com. on APPR.

04/29/2025 - From committee: Do pass as amended and re-refer to Com. on APPR. (Ayes 14. Noes 0. Page 919.) (April 28).

04/23/2025 - From committee: Do pass and re-refer to Com. on TRANS. (Ayes 8. Noes 0. Page 866.) (April 23). Re-referred to Com. on TRANS.

04/22/2025 - Set for hearing April 28 in TRANS. pending receipt.

04/21/2025 - From committee with author's amendments. Read second time and amended. Re-referred to Com. on E.Q.

04/17/2025 - Set for hearing April 23.

04/11/2025 - Set for hearing April 30. April 30 hearing postponed by committee.

04/10/2025 - From committee with author's amendments. Read second time and amended. Re-referred to Com. on E.Q.
03/28/2025 - April 2 set for first hearing canceled at the request of author.
03/24/2025 - From committee with author's amendments. Read second time and amended. Re-referred to Com. on E.Q.
03/11/2025 - Set for hearing April 2.
01/29/2025 - Referred to Coms. on E.Q. and TRANS.
12/03/2024 - From printer. May be acted upon on or after January 2.
12/02/2024 - Introduced. Read first time. To Com. on RLS. for assignment. To print.

Position: Watch

Priority: Medium

Notes:

Board Approval

5/7/2025

Total Measures: 1

Total Tracking Forms: 1

AMENDED IN SENATE APRIL 30, 2025
AMENDED IN SENATE APRIL 21, 2025
AMENDED IN SENATE APRIL 10, 2025
AMENDED IN SENATE MARCH 24, 2025

SENATE BILL

No. 34

Introduced by Senator Richardson

December 2, 2024

An act to add and repeal Section 40453 of the Health and Safety Code, relating to air pollution.

LEGISLATIVE COUNSEL'S DIGEST

SB 34, as amended, Richardson. Air pollution: South Coast Air Quality Management District: mobile sources: public seaports.

Existing law generally designates the State Air Resources Board as the state agency with the primary responsibility for the control of vehicular air pollution, and air pollution control districts and air quality management districts with the primary responsibility for the control of air pollution from all sources other than vehicular sources. Existing law authorizes air districts to adopt and implement regulations to reduce or mitigate emissions from indirect sources of air pollution.

Existing law provides for the creation of the South Coast Air Quality Management District in those portions of the Counties of Los Angeles, Orange, Riverside, and San Bernardino included within the area of the South Coast Air Basin, as specified. Existing law requires the district to adopt rules and regulations to carry out the south coast district air quality management plan that are not in conflict with state and federal laws and rules and regulations and requires those rules and regulations to provide for indirect source controls under certain circumstances.

Pursuant to its authority, the district has proposed Rule 2304, which would require the Ports of Long Beach and Los Angeles to each develop a comprehensive plan for charging and fueling infrastructure for equipment, vehicles, and vessels used in port operations and whose source of propulsion energy or other use of energy, or both, is not, or is not primarily, derived from combustion of conventional fuels.

~~This bill would, in~~

~~In the event the board of the district takes an action, as defined, action to amend or adopt that proposed rule or takes one of specified similar actions regarding an operation or marine terminal facility at a public seaport, this bill would~~ require the action to, among other things, require those ports to prepare assessments of energy demand and supply, cost estimates, and funding source, workforce, and environmental impacts and create a process by which those ports can request extensions to the timelines developed to achieve the action's targets. The bill would also prohibit the action from, among other things, imposing a cap on cargo throughput or limiting operations at the ports. The bill would repeal its provisions on January 1, 2036.

By imposing additional duties on the district and the ports, the bill would impose a state-mandated local program.

This bill would make legislative findings and declarations as to the necessity of a special statute for the South Coast Air Quality Management District.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that with regard to certain mandates no reimbursement is required by this act for a specified reason.

With regard to any other mandates, this bill would provide that, if the Commission on State Mandates determines that the bill contains costs so mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: yes.

The people of the State of California do enact as follows:

1 SECTION 1. The Legislature finds and declares all of the
2 following:

(a) It is in the best interest of the State of California to develop strategies that maintain and grow industries, such as goods movement, concurrent with pursuing environmental benefits.

(b) Goods movement is the movement of physical products and raw materials to businesses, consumers, and industries by oceangoing vessels, harbor craft, such as tug boats, trucks, locomotives, and cargo-handling equipment.

(c) In California, there are 11 port authorities. The San Pedro Bay port complex, which historically has encompassed both the Port of Los Angeles and the Port of Long Beach, is the largest port complex in the State of California, the United States, North America, and the Western Hemisphere and is the ninth largest port complex in the world, supporting over 3 million jobs nationwide and economic activity that generated \$2.78 billion in state and local taxes, plus an additional \$4.73 billion in federal taxes, in 2022.

(d) For more than two decades, the San Pedro Bay port complex has conducted extensive testing of the emissions of air pollutants. The Ports of Los Angeles and Long Beach are two of the cleanest, if not the cleanest, seaport operations in the world, exceeding all of their ambitious voluntary emissions targets by wide margins in 2023, according to the “Inventory of Air Emissions 2023,” that showed the total San Pedro Bay emissions of diesel particulate matter down 91 percent, nitrogen oxides down 72 percent, sulfur oxides down 98 percent, and greenhouse gases down by 20 percent when compared to 2005 levels.

(e) In pursuing the objective of reducing emissions of air pollutants, the Ports of Los Angeles and Long Beach have adopted significant strategies, such as the Zero Emission Truck Voucher Incentive Program, the Vessel Speed Reduction Program, the Ship Incentive Programs, and Green Shipping Corridors, which have resulted in major environmental benefits while maintaining trade production, even during the complex COVID-19 pandemic.

(f) Furthermore, the Ports of Los Angeles and Long Beach have adopted a joint Clean Air Action Plan whose updated goals include transitioning cargo-handling equipment to zero emissions by 2030 and all drayage trucks calling at marine terminals to zero emissions by 2035.

(g) The Ports of Los Angeles and Long Beach operate within the South Coast Air Basin, which is impaired by a lack of

1 attainment with the National Ambient Air Quality Standards set
2 by the United States Environmental Protection Agency. Within
3 that air basin, the State Air Resources Board (state board) has
4 jurisdiction over the control and reduction of mobile sources of
5 emissions, and the regional South Coast Air Quality Management
6 District (south coast district) has jurisdiction over the control and
7 reduction of stationary sources of emissions.

8 (h) All of the current sources of intermodal emissions in
9 operation at the Ports of Los Angeles and Long Beach are currently
10 operating under, and subject to, the regulatory authority of the
11 state board, which has adopted regulations, most of which are the
12 strictest regulations anywhere in the world, limiting the emissions
13 of every component of the intermodal supply chain, including
14 drayage trucks, transportation refrigeration units, forklifts and
15 warehouse equipment, cargo-handling equipment at marine
16 terminals, cargo-handling equipment at rail terminals, oceangoing
17 vessels at berth, oceangoing vessel fuels while in California waters,
18 and commercial harbor craft and pilot vessels. Furthermore,
19 oceangoing vessels in transit are operating under, and subject to,
20 the regulatory authority of federal and international agencies,
21 including the International Maritime Organization, which has a
22 goal of net zero greenhouse gas emissions from international
23 shipping by or around 2050.

24 (i) The south coast district has expressed its intention to adopt
25 a regulation to control mobile sources of emissions from the Ports
26 of Los Angeles and Long Beach through the exercise of an indirect
27 source rule.

28 (j) Initial south coast district concepts for a seaport indirect
29 source rule included the imposition of inflexible emissions caps,
30 which would ultimately limit cargo flow at the Ports of Los
31 Angeles and Long Beach due to a lack of technological and
32 economic feasibility and a lack of infrastructure available to
33 accommodate emissions reductions when and if the technology
34 and economic feasibility issues were resolved. This action, in turn,
35 would have catastrophic impacts on jobs, the economy, local
36 communities, environmental quality, and the global supply chain.

37 (k) The Ports and the Cities of Los Angeles and Long Beach
38 assert that instead of the adoption of a unilateral indirect source
39 rule, a process for a collaborative agreement would be a better
40 alternative, as it would include the impacted stakeholders who are

best positioned to achieve both economic and environmental goals concurrently while minimizing delays and barriers.

(l) Maritime industry stakeholders concur with the Ports and Cities of Los Angeles and Long Beach that a process to implement a collaborative work product versus forcing top-down directives is more likely to create a more results-driven approach to environmental and economic improvements.

(m) Representatives of maritime labor unions, national, statewide, regional, and local businesses, organized labor, community groups, and other organizations agree with the mayors of the Cities of Los Angeles and Long Beach and are opposed to any indirect source rule that would require, incentivize, encourage, or otherwise promote the use of automated, remotely controlled, or remotely operated equipment, or infrastructure to support automated, remotely controlled, or remotely operated equipment. Representatives of these same organizations would support a collaborative agreement alternative that results in the procurement and operation of human-operated, zero-emissions equipment and infrastructure to support human-operated, zero-emissions equipment at the Ports of Los Angeles and Long Beach.

SEC. 2. Section 40453 is added to the Health and Safety Code, to read:

40453. (a) In the event the south coast district board takes an action before January 1, 2026, the action shall be updated to fulfill, or, if the south coast district board takes an action on or after January 1, 2026, the south coast district board shall ensure the action fulfills, both of the following conditions:

(1) The action shall do all of the following:

(A) Recognize the contributions of sources of air pollution outside of the control of the ports.

(B) Require the ports to prepare assessments of energy demand and supply, cost estimates, and funding source, workforce, and environmental impacts.

(C) Use the assessments developed by the ports prepared pursuant to subparagraph (B) to determine the timelines for achieving the action's targets.

(D) Create a process by which the ports can request extensions to the timelines developed to achieve the action's targets.

(2) The action shall not do any of the following:

1 (A) Impose a cap on cargo throughput or limit operations at the
2 ports.

3 (B) Require any actions that reduce pollution from sources that
4 are exclusively under the purview of the state or federal
5 government.

6 (C) Set any shorter timeline for achieving zero-emission
7 technology or zero-emission drayage trucks than what was stated
8 in the 2017 Update to the San Pedro Ports Clean Air Action Plan
9 and the 2017 Joint Declaration of the Mayors of the Cities of Los
10 Angeles and Long Beach.

11 *(D) Use public funds or grants, whether municipal, county,*
12 *state, or federal funds or grants, to require, incentivize, encourage,*
13 *or otherwise promote the use of automated, remotely controlled,*
14 *or remotely operated equipment, or infrastructure to support*
15 *automated, remotely controlled, or remotely operated equipment.*

16 *(b) The action may result in the procurement and operation of*
17 *human-operated, zero-emission equipment and infrastructure to*
18 *support human-operated, zero-emission equipment at the ports.*

19 ~~(b)~~

20 (c) For purposes of this section, the following definitions apply:

21 (1) “Action” means either of the following:

22 (A) The adoption or amendment to Rule 2304 Commercial
23 Marine Ports, or any successor or replacement rule or regulation.

24 (B) The adoption or amendment of any other rule or regulation
25 adopted by, or the entering into of any agreement, including, but
26 not limited to, a compact, pact, contract, pledge, settlement,
27 covenant, accord, letter of agreement, letter or declaration of intent,
28 letter of understanding, or memorandum of understanding by, the
29 south coast district board to address pollution from any mobile
30 source that is already subject to regulation by the state board and
31 that is associated with an operation at any public seaport or marine
32 terminal facility at a public seaport.

33 (2) “Ports” means the Port of Long Beach and the Port of Los
34 Angeles.

35 ~~(e)~~

36 (d) This section shall remain in effect only until January 1, 2036,
37 and as of that date is repealed.

38 SEC. 3. The Legislature finds and declares that a special statute
39 is necessary and that a general statute cannot be made applicable
40 within the meaning of Section 16 of Article IV of the California

1 Constitution because of the unique circumstances described in
2 Section 1.

3 SEC. 4. No reimbursement is required by this act pursuant to
4 Section 6 of Article XIII B of the California Constitution because
5 a local agency or school district has the authority to levy service
6 charges, fees, or assessments sufficient to pay for the program or
7 level of service mandated by this act, within the meaning of Section
8 17556 of the Government Code.

9 However, if the Commission on State Mandates determines that
10 this act contains other costs mandated by the state, reimbursement
11 to local agencies and school districts for those costs shall be made
12 pursuant to Part 7 (commencing with Section 17500) of Division
13 4 of Title 2 of the Government Code.

O



Consideration of State Legislation

Board of Directors Meeting

July 2, 2025

Alan Abbs

Legislative Officer

Legislative and Government Affairs

Recommended Action

Adopt the following position on current State Legislation:

- Oppose SB 34 (Richardson) – Air pollution: South Coast Air Quality Management District: mobile sources: public seaports

The Policy, Grants, and Technology Committee voted to recommend approval of this item at its meeting on June 18, 2025.

Abbreviation: Senate Bill (SB)

Legislative Dates & Deadlines

July 18, 2025	Last day for policy committees to meet and report bills. Summer recess begins upon adjournment of session provided Budget Bill has been passed.
August 18, 2025	Legislature reconvenes from Summer Recess.
August 29, 2025	Last day for fiscal committees to meet and report bills to the Floor.
September 5, 2025	Last day to amend on the Floor.
September 12, 2025	Last day for each house to pass bills. Interim Study Recess begins at end of this day's session.
October 12, 2025	Last day for the Governor to sign or veto bills passed by the Legislature before September 12 and in the Governor's possession on or after September 12.
January 1, 2026	Statutes take effect.

SB 34 (Richardson)

Air pollution: South Coast Air Quality Management District: mobile sources: public seaports

This bill would, until January 1, 2036, prohibit the South Coast Air Quality Management District from adopting, considering adopting, or requiring that any local agency or city enforce any regulation or indirect source rule to address pollution from any mobile source that is already subject to regulation by the state board and that is associated with an operation at any public seaport or marine terminal facility at a public seaport.

Status: Passed the Senate. Double-referred to the Assembly Natural Resources Committee and the Assembly Transportation Committee – hearing dates pending.

SB 34 (Richardson) (cont.)

Current Position: Watch (Approved by the Board on May 7, 2025)

Staff Note: At the June 18, 2025, Policy, Grants, and Technology Committee meeting, the Committee discussed and considered the updated staff recommendation, and the Committee voted to recommend the Board adopt an “Oppose” position.

Updated Committee Recommendation: Oppose

Recommended Action

Adopt the following position on current State Legislation:

- Oppose SB 34 (Richardson) – Air pollution: South Coast Air Quality Management District: mobile sources: public seaports

The Policy, Grants, and Technology Committee voted to recommend approval of this item at its meeting on June 18, 2025.

Questions & Discussion

For more information:

Alan Abbs | Legislative Officer | aabbs@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: July 2, 2025

Re: Community Investments Office Update

RECOMMENDED ACTION

None; the Board will discuss this item, but no action is requested at this time.

BACKGROUND

The Air District collects penalties from facilities that violate our regulations. In May 2024, the Board of Directors approved the Community Benefits Penalty Funds Policy to direct resources back to the communities where violations occurred and communities most impacted by air pollution. This Community Benefits Penalty Funds Policy and related settlement funds have generated over \$125 million for local and regional projects. The settlement agreements related to the Air District's enforcement of Rule 6-5, the most health protective rule of its kind in the nation, include additional assessed penalties and payments of \$97.5 million over four years.

The Air District's new Community Investments Office is a key initiative to implement the Community Benefits Penalty Funds Policy and other funds. In December 2024, the Board approved six staff positions for a new Community Investments Office to develop and manage tailored programs for funding streams generated by penalties and related funds. While the Air District is in the process of hiring these positions, current staff from various Divisions launched the work of the Community Investments Office with a region wide survey, a webinar, and a community engagement process to identify community needs and funding priorities.

DISCUSSION

The community engagement process started with a webinar in April and the release of a survey on March 24, 2025, to gather input from community members. We have reached over 60 organizations through small group meetings, including meetings with refinery corridor organizations, James Cary Smith grantees, and a presentation before the Benicia Community Sustainability Commission. Air District staff also attended five (5) Earth Day Events throughout the Bay Area to inform the public about community investments and seek their input on community priorities. Through these outreach efforts, as of June 12, 2025, over 860 residents completed the survey to identify community needs and priorities. The survey gathered information on the types of projects that could reduce air pollution, mitigate air pollution impacts or improve health outcomes in impacted communities. A summary of the current survey results is included (attached). The survey results and public comment will also be made available on the Air District's website once the survey closes on June 30, 2025.

Several funding streams are generated by the Community Benefits Penalty Fund Policy, which allocates 80% of the funds to the Local Community Benefits Fund and 20% to the Regional Community Benefits Fund after meeting a pre-determined threshold and split for specific penalty amounts (see attached Community Benefits Penalty Fund Policy for details on allocations). The Air District will release funding in several phases. The focus of Phase I will be to determine the programming and release funds from the Local Community Benefits Fund, which includes the Richmond Community Air Quality Fund. Phase II will be informed by Phase I for the programming of the Regional Community Benefits Fund. Other future funding will be planned during Phase III.

For Phase I, Air District staff will be developing program guidelines that are informed by research of similar funding programs, the results of the survey, public comment, and discussions with community for Board consideration in the fall. This discussion previews aspects of the guidelines and how they will be informed by the results of the survey and public engagement.

Program Guidelines

The next step is to develop guidelines for funding programs to be presented to the Board for approval in the Fall of 2025. The program guidelines will be informed by the Air District *2024-2029 Strategic Plan*, the community investments survey, public comment, research, and feedback received during community meetings with the goal of presenting the guidelines for Board approval in November and releasing the guidelines and a call for applications in November 2025. This is dependent on hiring additional staff to support the program.

Eligible Applicants

The Program Guidelines will identify eligible entities that can apply to receive funding. Based on research of similar government grant programs, input from the survey and conversations with community, the following list could include:

- Local schools and school districts
- Nonprofit organizations
- Local government agencies (includes joint powers authority, special districts, public agencies)
- Environmental justice groups
- California Native American Tribes
- Businesses
- Faith-based groups

Impact-based Geographic Allocation

The Community Benefits Penalty Funds Policy does not establish how the Local Community Benefits Fund should be distributed to specific communities in impacted areas. Over 90% of the penalties collected in recent years are from petroleum refineries and related industries.

Air District staff are currently in the process of developing an approach to assess the impact of these refineries on the surrounding communities. With this information, staff will propose areas eligible for funding originating from the Valero, Chevron, and Tesoro settlements. The approach will take into account the modeled impact of these refineries on air quality, as well as health and vulnerability factors for nearby communities.

Project Themes and Types of Projects

The list of possible types of projects included in the survey was developed drawing on the successful implementation of California's Transformative Climate Communities Program and information gathered through community engagement, such as our work with the Community Advisory Council and the Assembly Bill 617 Community Steering Committees. Current survey results reveal a preference for projects that improve green infrastructure in their communities, such as expanded green space. The responses reflect community members invested in creating healthier, integrated neighborhoods. Respondents also voiced strong support for clean energy initiatives, air filtration and monitoring. Based on the types of projects that scored the most support and our findings from the qualitative entries, as well as conversations with communities, we will develop a list of viable project categories and project types to be included in the program Guidelines.

Timeline

Phase I Tentative Timeline:

- April – June: Community Engagement to Identify Community Priorities
- July – August: Air District Staff Develop Guidelines
- September-October 2025: Draft Program Guidelines Released/ 30-Day Public Comment
- November 2025: Final Program Guidelines Approved by Board
- December 2025: Program Guidelines Released & Applications Open

BUDGET CONSIDERATION/FINANCIAL IMPACT

The Local Community Benefits Fund allocation follows the Community Benefits Penalty Funds Policy adopted by the Board of Directors on May 1, 2024. On December 4, 2024, the Board of Directors authorized the use of up to 9% of the Community Benefits penalty assessment funds for administrative costs to support the creation of the new Community Investment Office to implement the Community Benefits Penalty Funds Policy.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Miriam Torres
Reviewed by: Arsenio Mataka

ATTACHMENT(S):

1. June 12, 2025 Survey Summary Results
2. Community Investment Overview Flyer
3. Survey Preliminary Results English
4. Survey Preliminary Results Spanish
5. Community Investments Office Update Presentation

Community Investments Office Survey

Preliminary Results Summary

I. Survey Results Summary

This summary provides preliminary results of a Bay Area-wide survey conducted by the Community Investments Office starting on March 24, 2025. An anonymous survey was designed to gather input from the Bay Area community on how funds from enforcement actions should be allocated. The Air District collects penalties from entities that violate its regulations. These funds will be managed by the newly established Community Investments Office, which will create a strategy to distribute local and regional funds. Feedback received from the survey will help shape the Air District's strategy to ensure that investments address local and regional priorities and promote environmental justice.

As of June 12, 2025, over 860 Bay Area residents responded to the survey, providing valuable insights into community priorities. Community members identified the urgent need to tackle air pollution from industrial sources and vehicle emissions to protect communities from exposure. The top project suggestions reflect a strong interest in reducing pollution exposure in both indoor and outdoor areas, while also emphasizing air quality monitoring, green infrastructure expansion, and initiatives that advance the Bay Area toward a cleaner, more equitable, and decarbonized future.

Survey responses and public engagement reveal strong community support for directing funds to educational institutions, community-based organizations, environmental justice groups and government agencies. The support for businesses (7%) and faith-based organizations (4%) is smaller but not insignificant. Respondents expressed a clear preference for funding shovel-ready and existing projects over research, planning, and demonstration initiatives, emphasizing the need for ongoing support to sustain these efforts. This indicates a community desire for tangible, immediate impacts, reflecting an urgency for visible, actionable outcomes in air quality, public health, and climate resilience initiatives.

II. Background and Purpose

The purpose of this survey was to gather community input on air quality improvement priorities to guide programming for the allocation of funds from air pollution violations back to the most impacted communities. Feedback received from the survey will help shape the Air District's strategy and ensure investments address local and regional priorities and promote environmental justice. Participants were asked to share their thoughts on the most pressing air quality challenges they are facing, what types of

projects they would like to see funded, and how funds could best be allocated to meet community needs. The survey was open to residents, business owners, students, retirees, and other stakeholders, across the San Francisco Bay Area with a focus on gathering diverse perspectives.

III. Survey Methodology

- Survey Reporting Period (Preliminary Results): March 24, 2025 to June 12, 2025
- Outreach Methods: A survey was distributed via email in six languages — English, Spanish, Korean, Mandarin, Tagalog, and Vietnamese. The survey was also distributed through a webinar, in-person at five Earth Day events throughout the Bay, stakeholder meetings with community groups, and targeted social media campaigns.
- Geographic Focus: The nine counties of the San Francisco Bay Area — Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma.
- Total Responses: 860 as of 6/12/25

IV. Summary of Project Categories and Types

A notable finding from the survey responses is a strong preference for funding shovel-ready and existing projects over research, planning, and demonstration initiatives. This indicates a community desire for tangible, immediate impacts, reflecting urgency for visible, actionable outcomes in air quality, public health, and climate resilience projects. Respondents may feel that sufficient studies and plans already exist, and the priority now is to implement and deliver results, particularly in areas with established community needs. The following list captures the main themes on the types of projects that respondents would like to see funded (question 3 of the survey).

1. Industrial Accountability and Air Pollution Monitoring

- **Refinery oversight:** audits, safety committees, catastrophic event shelters
- **Pollution tracking:** air monitoring systems, air quality evaluations for small businesses
- **Permitting enforcement:** fund Air District to clear backlog, protocols for refineries, funds for scrubbers
- **Community science:** stipends to inspect polluters, localized monitoring

2. Indoor Air Quality and Public Health

- **Air filters:** for schools, homes, and vulnerable populations
- **Medical and health support:** asthma programs, lead testing, health savings accounts
- **Public education:** on indoor air quality, mitigation, and emission impacts
- **Cooling centers and fire season preparedness:** shelters, air quality alerts

3. Green Building, Appliances, and Home Retrofits

- **Heat pumps:** subsidies, zero-interest loans
- **Gas appliance replacement:** rebates, clean air appliance programs
- **Weatherization:** homes, schools, and public spaces
- **Solar installations:** for homes, parking lots, water treatment, city buildings
- **Building upgrades:** new roofs, heating, ventilation, and air conditioning (HVAC) replacement, improve air quality to standards established by the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE), programs for renters

4. Land Use, Infrastructure, and Urban Greening

- **Bike and pedestrian infrastructure:** bike lanes, safe street programs, parking, pedestrian bridges
- **Vegetative and green barriers:** trees, sustainable plants, tree planting along corridors
- **Buffer zones:** between polluting industries and homes/schools
- **Parks, maintenance, and renovations:** construction of parks and related community amenities, maintenance and upgrades
- **Conversion of retired refineries:** green spaces, clean energy infrastructure, green manufacturing

5. Clean Transportation and Electric Vehicle (EV) Transition

- **Public EV infrastructure:** chargers, school buses, firetrucks, home chargers, chargers at schools/sports facilities
- **Equity-focused EV programs:** EV car registration for low-income residents, e-bikes for all incomes
- **Heavy-duty transport:** EV infrastructure for trucks/buses, port decarbonization, train/ship decarbonization
- **Support infrastructure:** technical assistance for EV projects, maintenance for EV equipment

6. Community Resilience and Engagement

- **Community resilience hubs**
- **Coalition building:** local networks for air quality education and engagement
- **Support for local businesses:** technical help, outreach, upgrades
- **Capacity building:** green jobs training, bridge funds for legal defense

7. Arts, Culture, and Public Awareness

- **Creative education:** air quality art exhibitions, science, technology, engineering and mathematics (STEM) curriculum and summer camps
- **Public campaigns:** on odor complaints, fire season preparedness, air quality impacts

8. Waste, Water, and Climate Resilience

- **Composting:** support for companies and nonprofits, food recovery
- **Greywater and water programs**
- **Wildfire mitigation:** including goats for wildfire mitigation
- **Climate planning:** resilience planning, shoreline cleanups

9. Equity and Direct Support

- **Direct benefits:** stipends, rebates, including fund dispersion to families
- **Farmers market vouchers**
- **Subsidized programs:** for EVs, solar, air purifiers
- **Technical Support:** applying for or managing grants

10. Economic Development and Clean Technologies

- **Manufacturing: clean technologies**
- **Workforce development:** Just transition, job training

11. Research

- **Health:** Lead blood testing near airports, carbon dioxide buildup in cars, freeway effects on adjacent schools and daycares, actionable air quality limits for sensitive populations
- **Climate:** Storm drainage system and sea-level rise
- **Economic:** Just transition in refinery towns

10. Financial Models

- **Grants:** Community foundation endowment
- **Investment:** a portion of funds invested for future growth and use

- **Tax Credits:** Credits for clean energy manufacturers
- **Loans:** Zero to low-interest loans for retrofits, loan guarantees for local small businesses

V. Community Voices

Community input was gathered through surveys, community meetings, tabling events, and a webinar. Below are selected quotes organized by key themes prioritized by the community, representing the range of feedback provided by residents, business owners, and stakeholders across the region.

• **Industrial Accountability and Pollution Monitoring**

- "Latest emissions monitoring equipment at refineries — we need to know what we're breathing."
- "Modernize safety and control systems at local refineries to prevent leaks and emissions."
- "Community air monitoring programs in the most impacted areas."
- "Projects that improve air quality data collection and public access to the data."
- "A safety committee to monitor Martinez refining company, do audits, file claims, etc."

• **Public Health and Indoor Air Quality**

- "Help local businesses and restaurants improve indoor air quality. Would love to see more indoor dining utilizing HEPA filters and reducing indoor air pollution."
- "Schools, dormitories, and military barracks are in desperate need of air filtration systems."
- "High quality air filtration systems in public schools and public facilities with HEPA filters."
- "Air filtration systems for children with asthma who live in high pollution areas."

• **Green Building, Appliances, and Home Retrofits**

- "Heat pump and heat pump water heater incentives to support implementation of Rules 9-4 and 9-6."
- "Solar funding for old roofs and electric panel upgrades."
- "Promote and fund smaller scale air quality improvement projects for small businesses. Basic stuff like upgrading HVAC, adding air filters, improving ventilation and installing air quality sensors inside small businesses."

- “For the indoor pollution retrofits, it would be great if there were more programs specifically benefiting renters (as opposed to homeowners). Most Bay Area landlords are resistant to doing anything they aren't forced to do, and as a result renters have no choice but to deal with higher pollution levels and energy costs.”
- “A grant fund to offset electric upgrade to enable home charging.”
- **Land Use, Infrastructure, and Urban Greening**
 - “Significant investment in urban tree canopy along our major urban transportation corridors - every bike lane, sidewalk, public transit stop should come with significant plantings of native or near native canopy coverage.”
 - “Solar panels in parking lots”
 - “Electric vehicle charging infrastructure for heavy-duty trucks and buses.”
 - “Better bike/trail infrastructure to get people out of cars.”
 - “Conversion of fossil fuel production facilities into sustainable energy engines, e.g., refineries into wind and solar plantations.”
 - “I'd rather see the Martinez oil refinery shut down for good. Turn it to a solar field to provide energy for the community. Hell, even a giant dog park would pollute our town less than that thing.”
- **Clean Transportation and EV Transition**
 - "Biking and e-biking for children... not linked to income."
 - "Replacement of diesel trucks with lower emissions vehicles."
 - "Greater public availability of electric charging stations."
 - "Electric school buses and charging centers."
 - "Electric Fire department vehicles and the infrastructure to support these vehicles."
 - “Electrification of port activities and heavy-duty vehicles, along with programs or incentives for freight electrification.”

All survey data will be available on the Air District website after the survey closes.

Prepared By: Areana Flores

Reviewed By: Miriam Torres

Community Investments



Community Investments Office

In December 2024, the Bay Area Air District established the Community Investments Office (CIO) to develop and manage tailored programs for funding streams generated by penalties and other funds. The CIO will ensure that funds from enforcement actions directly benefit communities impacted by air pollution. This CIO administers the Community Benefits Penalty Funds Policy, and other funds from enforcement actions to direct resources back into the communities where violations occurred to improve community health and air quality. Some funding sources have specific, pre-determined parameters while guidelines for others are in the process of development. The program governing the disposition of these funds will be developed with input from the community.

Air District's Community Benefits Penalty Funds Policy & Other Funds Overview

The Air District established the Community Benefits Penalty Funds Policy to directly support communities disproportionately impacted by air pollution. When penalties are assessed against entities violating air quality regulations, this policy enables penalty funds to be reinvested directly back to communities through impactful projects. This policy sets up a formula that automatically allocates 80% of the funds to the Local Community Benefits Fund and 20% to the Regional Community Benefits Fund after meeting a pre-determined threshold and split for specific penalty amounts. For more details on the breakdown, see the Community Benefits Penalty Funds Policy.

Overview of Available Funds

AVAILABLE FUNDING SOURCE	AS OF DECEMBER 31, 2024	
Regional Community Benefits Fund	\$	20,331,984
Local Community Benefits Fund	\$	75,447,312
Other funds: Richmond Community Air Quality Fund ¹	\$	20,000,000
Total Project Funds	\$	115,779,297
9% Admin Funds	\$	9,472,678
Total Project & Admin Funding	\$	125,251,974

¹Funding availability is subject to initiation of projects.

What is the Regional Community Benefits Fund?

This fund is designated to:

- reduce air pollution or mitigate air pollution impacts in overburdened communities
- improve health outcomes in communities impacted by air pollution

What is the Local Community Benefits Fund?

This fund is designated to:

- reduce air pollution or mitigate air pollution
- improve health outcomes in the specific community affected by the air quality violations that led to the penalty

Local Community Benefits Fund as December 31, 2024

ORIGINATING COMMUNITY*	PROJECT AMOUNT
Benicia	\$ 58,631,131
Berkeley	\$ 13,680
Martinez	\$ 1,462,091
Oakland	\$ 85,783
Pleasanton	\$ 58,367
Richmond	\$ 15,148,952
San Jose	\$ 19,950
South San Francisco	\$ 22,799
Suisun City	\$ 4,560
Total Funds	\$ 75,447,312

*An originating community does not indicate that funds will be limited to a jurisdictional boundary. The geographic boundaries for distribution of funds will be determined based on Board-approved criteria.



Community Spotlight:

Penalties to benefit Benicia and overburdened communities around the Bay Area

The Bay Area Air District and California Air Resources Board fined Valero Refining Co. nearly \$82 million for air quality violations at its refinery in Benicia. The Air District received \$80.8 million and based on the Community Benefits Penalty Funds Policy, \$58,631,131 are designated for the Local Community Benefits Fund to finance projects aimed at reducing air pollution exposure, mitigating air pollution impacts and improving public health in areas surrounding the refinery. The remainder of the penalty is designated for the Regional Community Benefit Fund to support clean air projects in overburdened communities and to offset costs associated with fund administration and investigation and prosecution of future cases.

The CIO will be developing a plan to distribute these funds to communities. Sign up on our website to stay informed.

MORE DETAILS ON COMMUNITY INVESTMENTS:
baaqmd.gov/community-investments

CONTACT US:
communityinvestments@baaqmd.gov



Community Benefits Penalty Fund Policy

Definitions:

Penalty Package: Civil penalties collected through an individual settlement agreement or court judgment that requires payment from a particular regulated entity. A package can address more than one violation but must be with an individual entity.

Fiscal Year Penalty Budget Assumption:

The amount of assumed general fund revenue derived from penalties in a fiscal year's adopted budget.

Fiscal Year Penalty Budget Cap: The amount needed to meet the Fiscal Year Penalty Budget

Assumption for the current fiscal year, plus any shortfalls from the previous two years. A shortfall occurs when actual penalties collected in a fiscal year are less than the Fiscal Year Budget Assumption for that fiscal year. Once the Fiscal Year Penalty Budget Cap has been met, any additional penalties collected will be designated for regional community benefits.

Regional Community Benefits Fund: A fund that the Board of Directors has designated to reduce air pollution or mitigate the impacts of air pollution in overburdened communities or aimed at improving health outcomes in communities impacted by air pollution in the Bay Area.

Local Community Benefits Fund: Funds that the Board of Directors has designated to reduce air pollution or mitigate the impacts of air pollution or aimed at improving health outcomes in the particular community that was affected by the air quality violations leading to the Penalty Package in which the funds were collected.



Allocating Funds:

Beginning in the fiscal year ending June 30, 2024, and retroactive to the beginning of that fiscal year, net penalty funds collected² shall be allocated according to the method below.

First \$100,000: Funds will be placed in the general fund until the Fiscal Year Penalty Budget Cap for that year is met. Once the Fiscal Year Penalty Budget Cap for that year is met, the funds from these settlements shall be placed in the Regional Community Benefits fund.

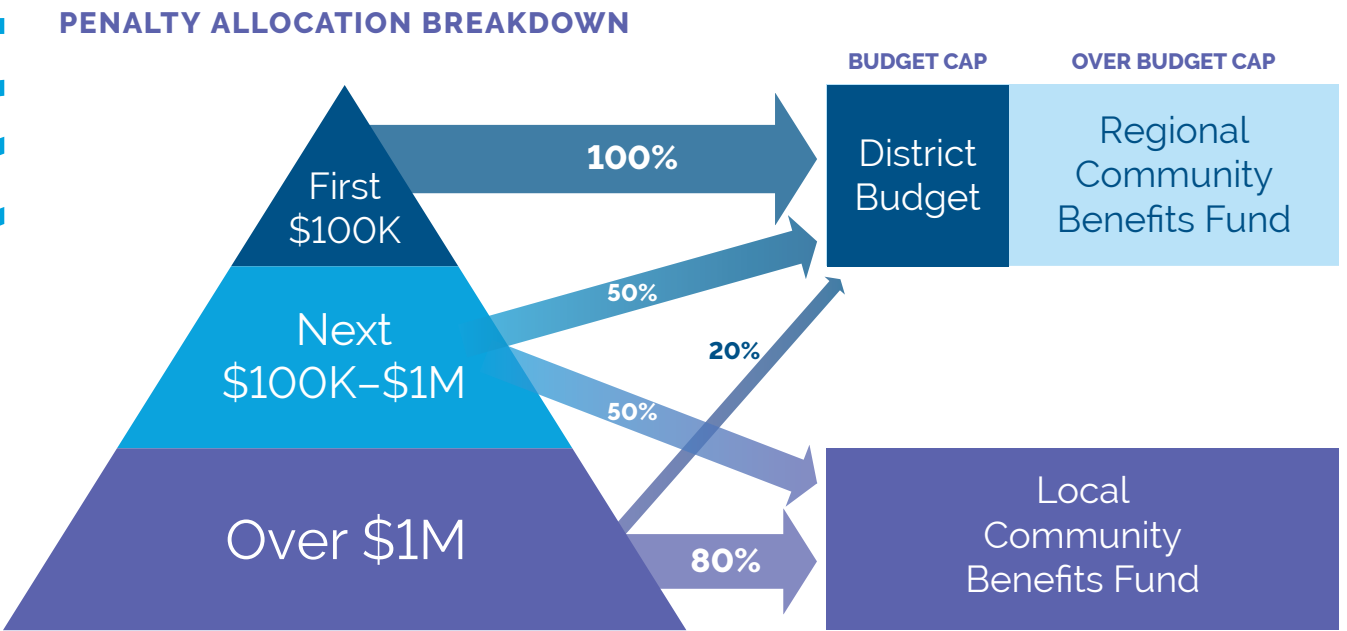
Amounts greater than \$100,000 and less than or equal to \$1,000,000: Fifty percent (50%) of the funds shall be placed in a Local Community Benefits Fund associated with the community impacted by the violations leading to the Penalty Package. Fifty percent (50%) shall be placed in the general fund or the Regional Community Benefits Fund depending on whether the Fiscal Year Penalty Budget Cap has been met.

Amounts exceeding \$1,000,000: Eighty percent (80%) of the funds shall be placed in a Local Community Benefits Fund associated with the community impacted by the violations leading to the Penalty Package. Twenty percent (20%) shall be placed in the general fund or the Regional Community Benefits Fund depending on whether the Fiscal Year Penalty Budget Cap has been met.

Annual Report:

In May of each year, staff will provide the Community Advisory Council and the Board of Directors a review of the results of this policy for the current fiscal year.

The infographic below shows the Penalty Allocation Breakdown:



²Net penalty funds collected are all penalties obtained by the Air District through settlements or court judgments, net of any external costs associated with obtaining the penalty, such as litigation costs, costs of expert witnesses or consultant, or outside attorney fees, that are not otherwise recovered.

Responses Overview Active

Responses

860



Average Time

36:35



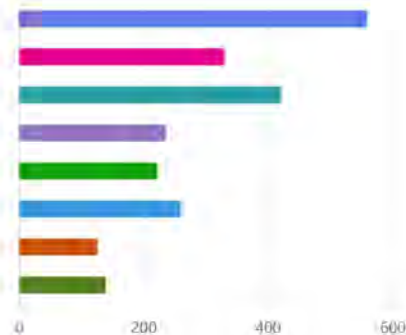
Duration

85 Days



1. What are the most pressing air quality challenges in your community? (Select all that apply)

Air Pollution from industrial facilities	557
Vehicle emissions from local roads	329
Vehicle emissions from freeways	420
Poor indoor air quality	235
Lack of green spaces	221
Hazardous waste or contamination	259
Other economic activity (gas stations, train or bus stations, autobody shops)	125
Other	138



2. What types of projects would be most beneficial to improve air quality and public health in your community? (Select up to three)

Installing air filtration systems in schools and community centers	324
Expanding electric vehicle infrastructure (e.g., charging stations, electric buses/service...)	224
Expanding access to green spaces (e.g., planting trees, creating community gardens,...)	316
Providing access to electric bikes to low-income residents	74
Increasing bike lanes in your community	99
Provide retrofits for homes and buildings to reduce indoor pollution exposure (e.g.,...)	288
Establishing community air quality monitoring programs	269
Supporting local clean energy projects (e.g., solar, wind, geothermal)	221
Funding clean technology innovations (e.g., energy storage, green hydrogen production,...)	149
Workforce development for a green economy	127
Public health interventions related to air quality (e.g., nurses to support asthma prevention,...)	86
Public health services related to air quality (e.g., access to asthma medication for low-income...)	113
Other	1



3. Are there other types of projects you would like to see funded? Please describe below:

429

Responses

Latest Responses

"Provide incentives to expedite the availability on unleaded aviation fuel, including..."

"Leaded Fuel used by flight school small planes flying over my home in a circle 8 h..."

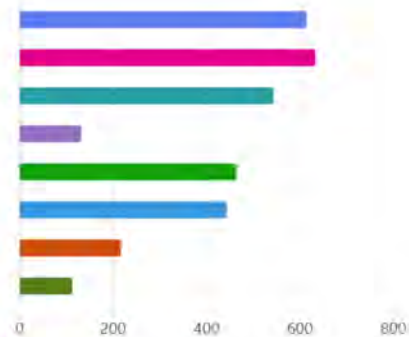
...

85 respondents (20%) answered community for this question.



4. What types of organizations or entities should be eligible to receive funding from the Community Benefits Penalty Funds? (Select all that apply)

Community-based organizations (CBOs)	613
Local schools and school districts	632
Nonprofit organizations	542
Faith based organizations	131
Local government agencies	463
Environmental justice groups	442
Businesses	216
Other	112



5. Shovel-Ready

Promoters	436
Passives	220
Detractors	204



6. Planning

Promoters	232
Passives	262
Detractors	366



7. Research

Promoters	270
Passives	186
Detractors	404



8. Education

Promoters	340
Passives	196
Detractors	324



9. Job Training/Apprenticeship

Promoters	324
Passives	209
Detractors	327



10. Core Services

Promoters	318
Passives	245
Detractors	297



11. Existing Projects

Promoters	416
Passives	236
Detractors	208



12. Demonstrations

Promoters	178
Passives	181
Detractors	501



13. Youth-Focused

Promoters	303
Passives	207
Detractors	350



14. Are there any existing projects in your community that have effectively improved air quality or enhanced access to health resources for those affected by air pollution? If yes, please share the name and/or a link where we can learn more about them.

207
Responses

Latest Responses
"Please stop the flight school from circling above our homes, schools and business..."
...

36 respondents (17%) answered program for this question.

air filters air monitoring air purifiers Benicia Community cleaner air
monitoring program schools program projects free air air pollution
Bay Area air quality community air trees air monitor
Home air air filtration community gardens income communities

15. How frequently would you like updates on how the funds are being used?

Monthly	267
Quarterly	399
Twice a year	123
Yearly	71



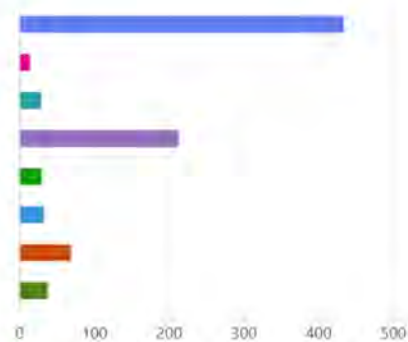
16. What are the best ways for the Community Investments Office to keep you informed about program updates and project outcomes? (Select all that apply)

Email newsletters	748
Social media (Facebook, Instagram, Twitter)	394
Public meetings	348
Community-based organizations sharing information	272
Local news outlets	344



17. What is your current occupation? (Please select one)

Employed	433
Student	13
Stay-at-home parent	28
Retired	212
Volunteer	29
Independent contract worker	32
Business Owner	68
Other	37



Responses Overview Active

Responses

7



Average Time

08:52



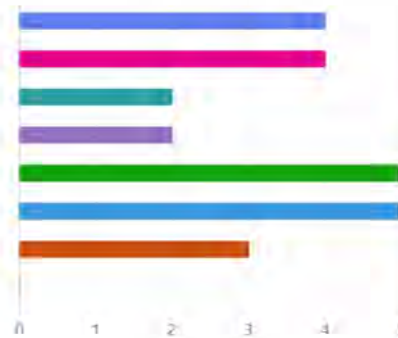
Duration

76 Days



1. ¿Cuáles son los desafíos más apremiantes de la calidad del aire en su comunidad? (Seleccione todas las que correspondan o especifique otra en el espacio "other")

- ☐ Contaminación atmosférica procedente de instalaciones industriales 4
- ☐ Emisiones de vehículos de carreteras locales 4
- ☐ Emisiones de vehículos de las autopistas 2
- ☐ Mala calidad del aire interior 2
- ☐ Falta de espacios de la naturaleza 5
- ☐ Residuos peligrosos o contaminación 5
- ☐ Otra actividad económica (gasolineras, estaciones de tren o autobús, talleres de carrocería) 3
- ☐ Other 0



2. ¿Qué tipos de proyectos serían más beneficiosos en su comunidad para mejorar la calidad del aire y la salud pública en su comunidad? (Seleccione hasta tres)

- ☐ Instalación de sistemas de filtración de aire en escuelas y centros comunitarios 5
- ☐ Expansión de la infraestructura de vehículos eléctricos (por ejemplo, estaciones de carga,...) 1
- ☐ Expansión el acceso a espacios de la naturaleza (por ejemplo, plantar árboles, crear jardines,...) 5
- ☐ Proporcionar acceso a bicicletas eléctricas a los residentes de bajos ingresos 3
- ☐ Aumentar los carriles de bicicleta en su comunidad 1
- ☐ Proporcionar reacondicionamientos para hogares y edificios para reducir la exposición a la... 3
- ☐ Establecer programas comunitarios de monitoreo de la calidad del aire 0
- ☐ Apoyo a proyectos locales de energía limpia (por ejemplo, solar, viento, geotérmica) 0
- ☐ Financiación de innovaciones en tecnologías limpias (por ejemplo, almacenamiento de energ... 1
- ☐ Desarrollo de la fuerza laboral para una economía verde 1
- ☐ Intervenciones de salud pública relacionadas con la calidad del aire (por ejemplo, enfermeras par... 0
- ☐ Servicios de salud pública relacionados con la calidad del aire (por ejemplo, acceso a... 1



3. ¿Hay otros tipos de proyectos que te gustaría ver financiados? Por favor, describe a continuación:

4

Responses

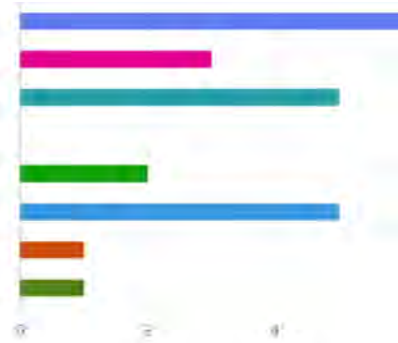
Latest Responses:

"Educación Comunitaria a familias a través de promotores."

...

4. ¿Qué tipos de organizaciones o entidades deberían ser elegibles para recibir fondos de los Fondos de Penalización para Beneficios Comunitarios? (Seleccione todas las que correspondan o especifique otro en el espacio "other")

Organizaciones comunitarias (CBO, por en inglés)	6
Escuelas locales y distritos escolares	3
Organizaciones que no se centran en la ganancia monetaria	5
Organizaciones religiosas	0
Agencias del gobierno local	2
Grupos de justicia ambiental	5
Empresas	1
Other	1



5. Proyectos que están listos para comenzar construcción

Promoters	4
Passives	1
Detractors	2



6. Planificación

Promoters	2
Passives	0
Detractors	5



7. Investigación

Promoters	4
Passives	1
Detractors	2



8. Educación

Promoters	5
Passives	0
Detractors	2



9. Entrenamiento Laboral / Aprendizaje

Promoters	5
Passives	0
Detractors	2



10. Servicios fundamentales

Promoters	3
Passives	1
Detractors	3



11. Proyectos existentes

Promoters	5
Passives	0
Detractors	2



12. Demostraciones

Promoters	3
Passives	2
Detractors	2



13. Esfuerzos centrados en la juventud

Promoters	4
Passives	0
Detractors	3



14. ¿Hay algún proyecto existente en su comunidad que haya mejorado efectivamente la calidad del aire o haya mejorado el acceso a los recursos de salud para las personas afectadas por la contaminación del aire? En caso afirmativo, comparta el nombre y/o un enlace donde podamos obtener más información sobre ellos.

2
Responses

Latest Responses
"Calidad del aire de la clínica la raza"
...

15. ¿Con qué frecuencia desea recibir actualizaciones sobre cómo se utilizan los fondos?

Mensual	3
Trimestral	3
Dos veces al año	1
Anualmente	0



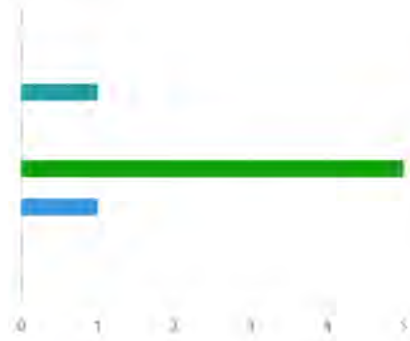
16. ¿Cuáles son las mejores maneras para que la Oficina de Inversiones Comunitarias lo mantenga informado sobre las actualizaciones del programa y los resultados del proyecto? (Seleccione todas las que correspondan)

Boletín informativo por correo electrónico	4
Redes sociales (Facebook, Instagram, Twitter)	6
Reuniones públicas	4
Organizaciones comunitarias que comparten información	5
Medios de comunicación locales	4



17. ¿Cuál es su ocupación actual? (Por favor, seleccione uno o especifique otro en el espacio "other")

Empleado(a)	0
Estudiante	0
Padre o madre que se queda en casa	1
Jubilado(a)	0
Voluntario(a)	5
Trabajador(a) independiente de contrato	1
Dueño(a) de Negocio	0
Other	0





Community Investments Update

Board of Directors Meeting

July 2, 2025

Miriam Torres, Acting Officer, Community Investments Office

Areana Flores, Senior Staff Specialist

Technology Implementation Office / Community Investments Office

Outline

- Background
- Community Investments Office Goals
- Engagement
- Survey Results
- Fund Goals
- Phased Approach
- Overview of Available Funds
- Local Community Benefits Fund
- Timeline

Background

- The Air District collects penalties from entities that violate our regulations
- In May 2024, the Board approved the Community Benefits Penalty Funds Policy to direct resources back to the communities where violations occurred and communities most impacted by air pollution
- In December 2024, the Board approved staff positions for a new Community Investments Office to develop and manage tailored programs for funding streams generated by enforcement actions

Community Investments Office Goals

- Direct funding to projects that improve air quality and public health in areas disproportionately impacted by air pollution
- Increase equitable access to resources, projects, and programs
- Collaborate with impacted communities to identify and prioritize air quality related needs and solutions
- Ensure investments are aligned with community needs by engaging local leaders, community-based organizations, businesses, and community members
- Provide timely, clear, and accessible public information regarding penalty assessments and fund availability

April – June Engagement



Meetings with Community - 60+ Organizations:

Refineries Communities

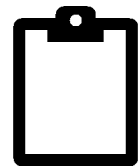
James Cary Smith Grantees

Richmond/ North Richmond/ San Pablo Steering Committee

Community Advisory Council

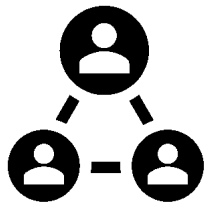
City of Benicia Sustainability Commission

Richmond City Council



Survey

860+ respondents (6/12/25)



Events

Community Investments Webinar

5 Earth Day Events



Survey Overview

Goal: An anonymous survey was designed to gather input and ideas from the Bay Area community for allocation of funds from enforcement actions. Feedback received from the survey will help shape the Community Investments Office's strategy to ensure equitable investments that address local and regional priorities.

Outreach Methods: A survey was distributed via email in six languages — English, Spanish, Korean, Mandarin, Tagalog, and Vietnamese. The survey was also distributed through a webinar, in-person tabling at five Earth Day events throughout the Bay, stakeholder meetings with community groups, and targeted social media campaigns.

Survey Period: March 24, 2025 to June 30, 2025

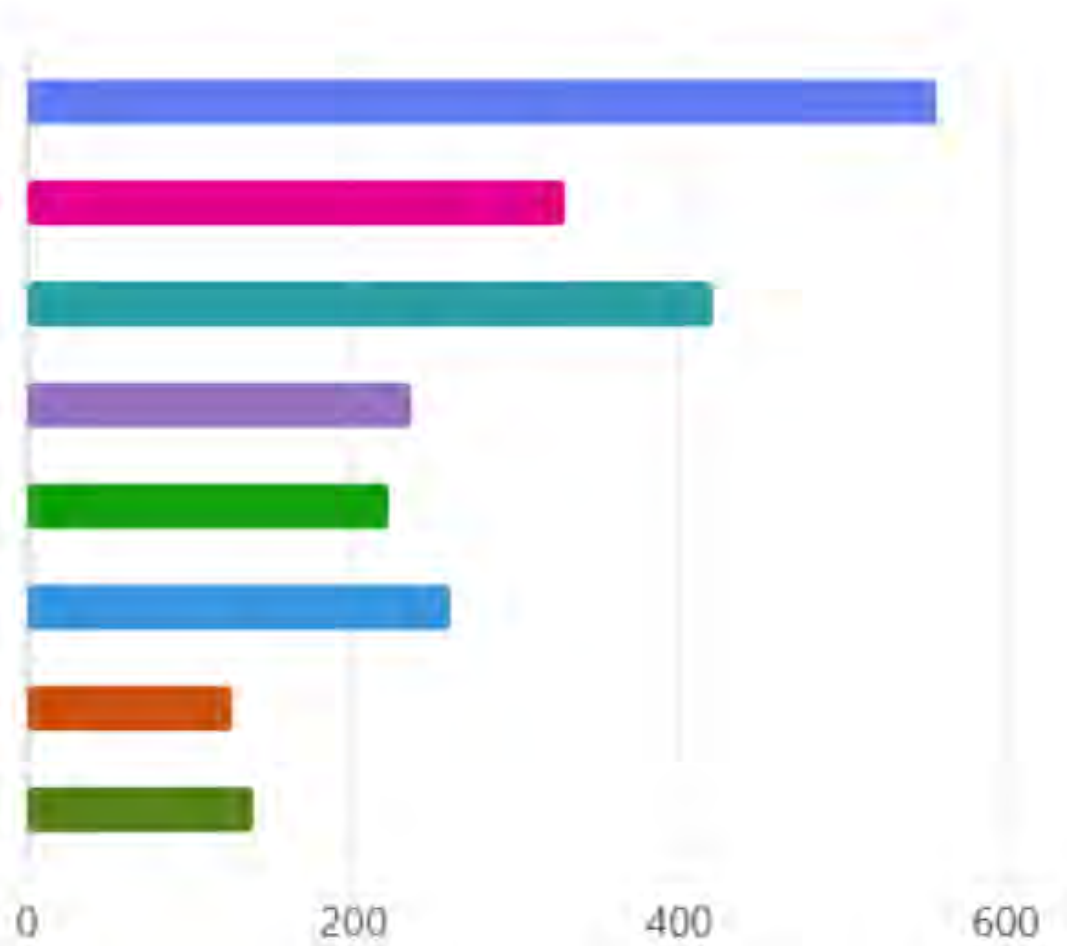
Total Responses: 860+ as of 6/15/25

Geographic Focus: The nine counties of the San Francisco Bay Area — Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma.

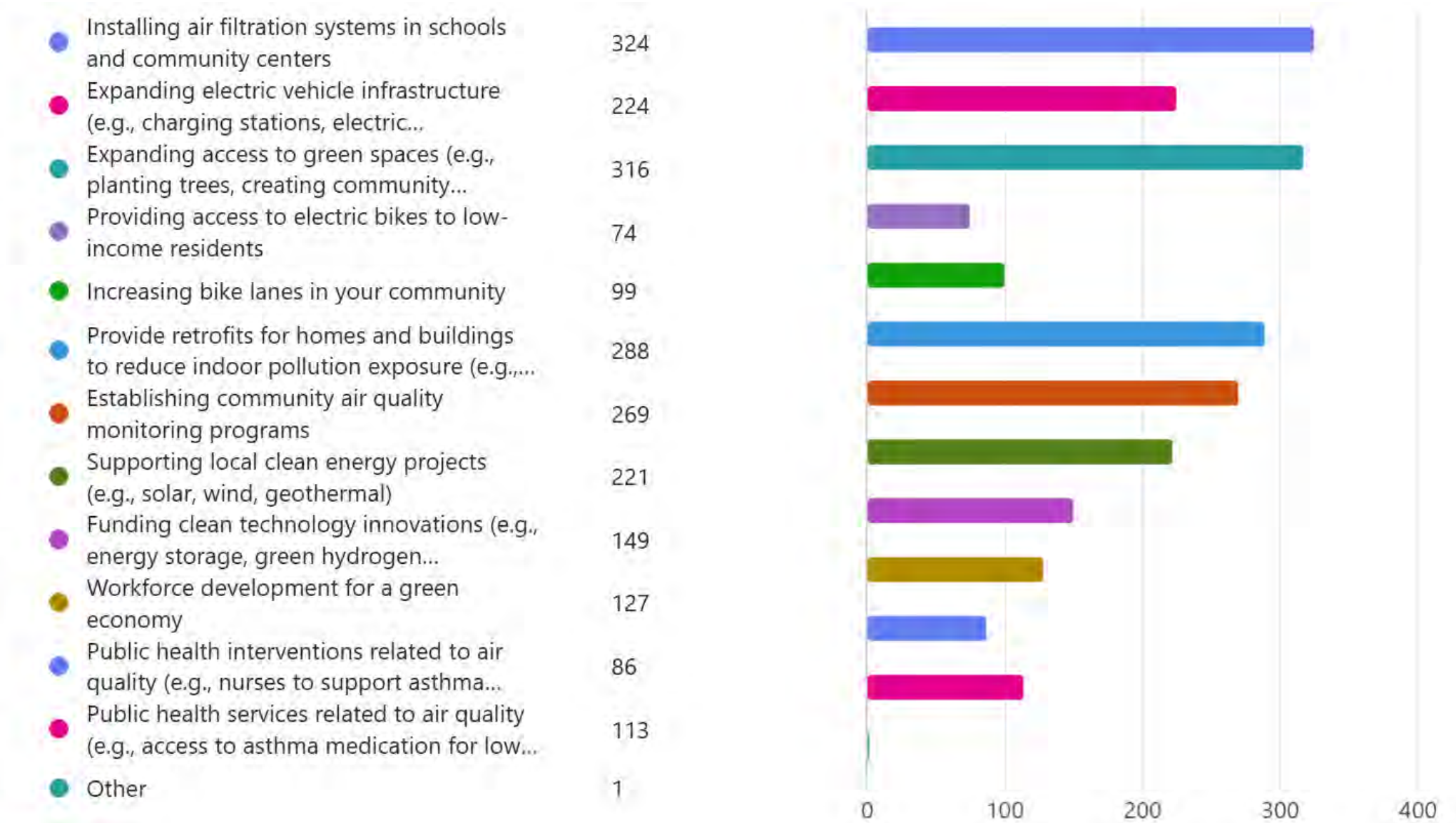
Survey Results as of June 12, 2025

1. What are the most pressing air quality challenges in your community? *(Select all that apply)*

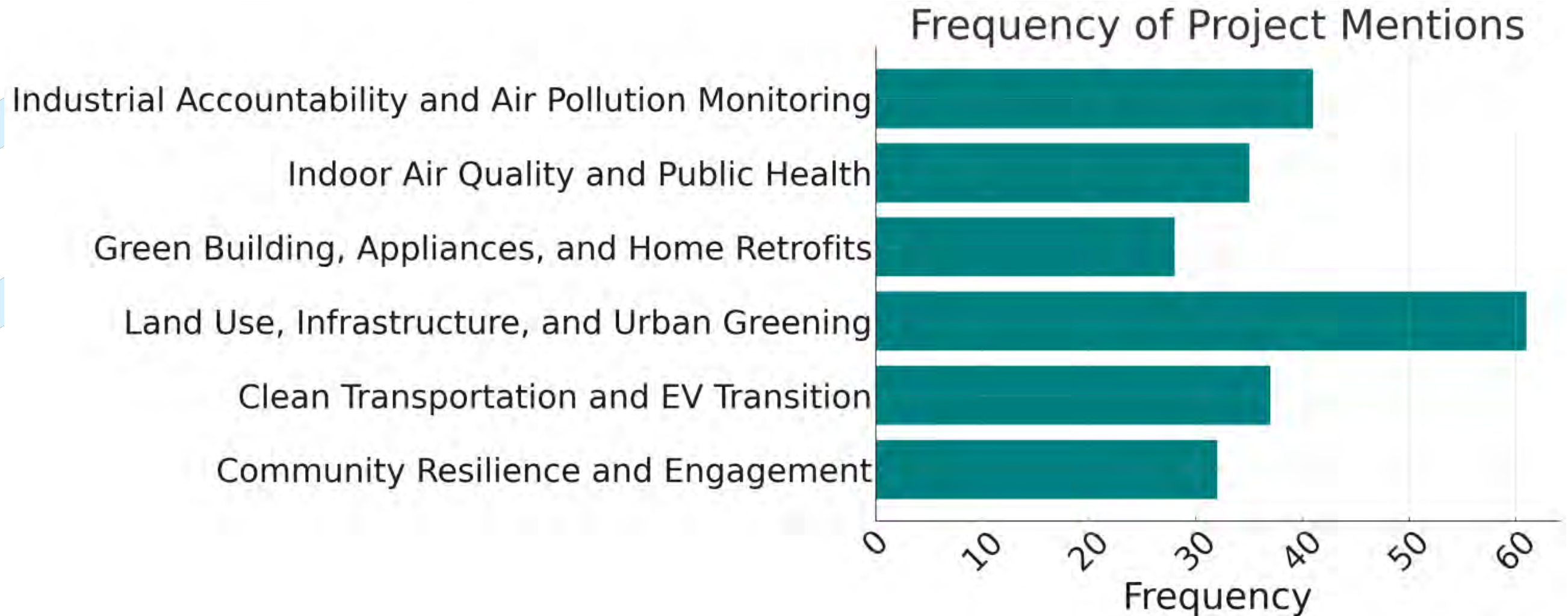
Air Pollution from industrial facilities	557
Vehicle emissions from local roads	329
Vehicle emissions from freeways	420
Poor indoor air quality	235
Lack of green spaces	221
Hazardous waste or contamination	259
Other economic activity (gas stations, train or bus stations, autobody shops)	125
Other	138



What types of projects would be most beneficial to improve air quality and public health in your community? (6/12/25)



Are there other types of projects you would like to see funded?



Survey Results – Funding Preferences

- Fund shovel-ready and existing projects over research and planning
- Ensure projects have ongoing funding support to sustain efforts
- Support directing funds to educational institutions, community-based organizations, and environmental justice groups and government agencies
- 429 narrative responses with ideas for types of projects

"High quality air filtration systems in public schools and public facilities with HEPA filters."

"Biking and e-biking for children... not linked to income."

Survey Results – Community Preferences

“Heat pump and heat pump water heater incentives to support implementation of Rules 9-4 and 9-6.”

“Workforce development for a green economy”

“Free Shuttle like Emeryville for West and East Oakland to 19th Street Bart, West Oakland Bart and Oakland Coliseum Bart.”

“Use some of the money to pay for the goats around town to mitigate fire risks”

“Community air monitoring programs in the most impacted areas.”

“Greater public availability of electric charging stations.”

Survey Results – Top Project Recommendations

1. Expand air filtration systems in schools and community centers
2. Support green infrastructure projects
3. Fund building retrofits for indoor air quality improvements
4. Expand electric vehicle (EV) and bike infrastructure
5. Establish community air monitoring programs
6. Promote clean energy manufacturing and green jobs training



Alignment of Community Investments Survey Results with Frontline Community Input in the Bay Area Regional Climate Action Plan (BARCAP)

BARCAP Community Findings Support Community Investments Survey Results:

- **Urban greening-** widespread support if consideration is given to preserving community's ability to stay in place
- **Active transportation & transit electrification-** enthusiasm for electrifying trains and buses and active transportation with improved bike/pedestrian safety
- **EV charging and adoption-** support for new charging infrastructure in churches and communal spaces, with solutions for potential impact on renters and better information on EV performance

Alignment of Community Investments Survey Results with Frontline Community Input in the Bay Area Regional Climate Action Plan (BARCAP)

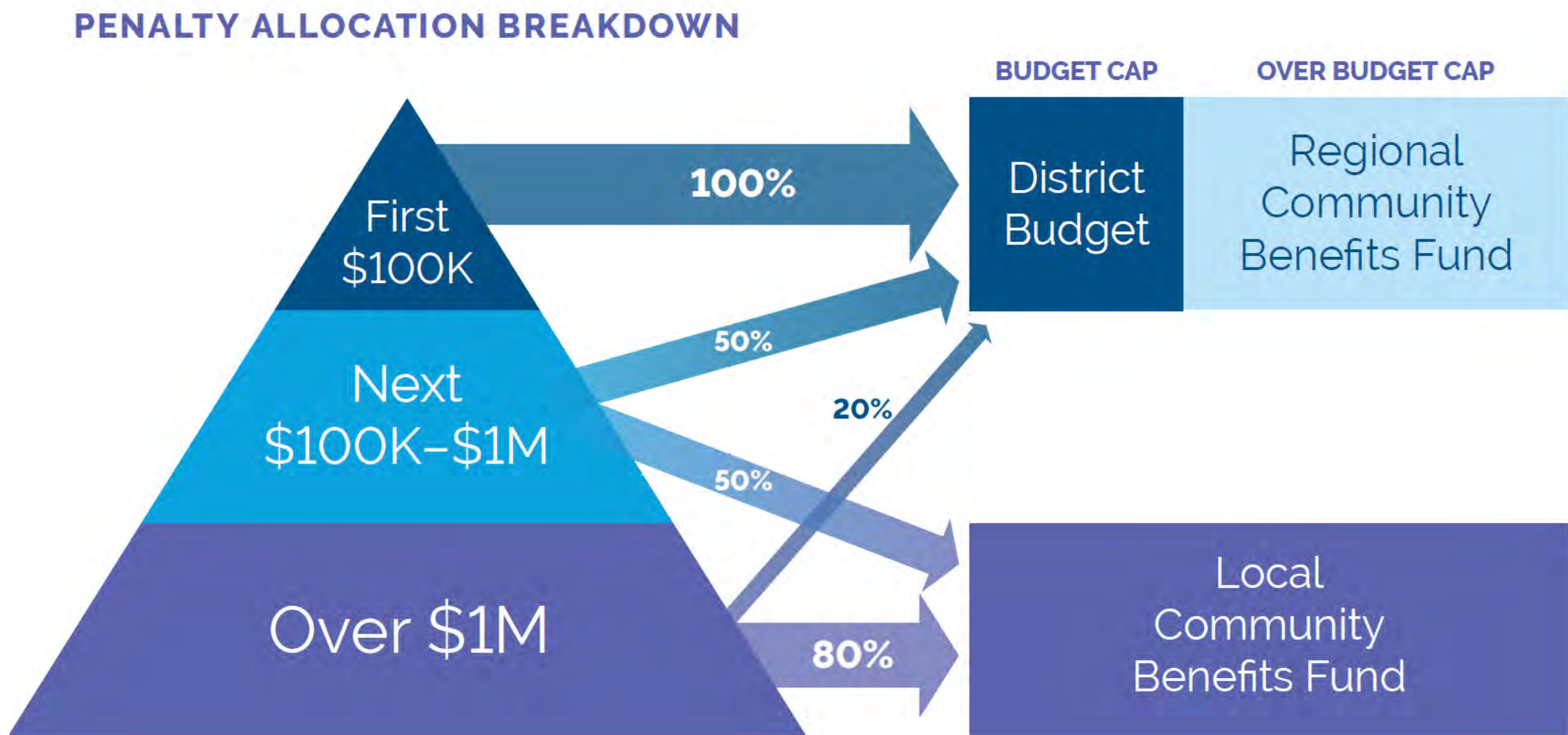
BARCAP Community Findings Support Community Investments Survey Results (continued):

- **Building electrification**- support for electrification, including job training opportunities and health benefits, with consideration for potential impact on renters
- **Renewable energy**- support for renewable energy expansion and increasing grid reliability as long as energy costs are controlled



The BARCAP project team held four multi-lingual frontline community workshops in collaboration with community-based organizations, engaging **168 frontline community members** (45% Spanish speakers; 11% Cantonese speakers)

Penalty Allocation Breakdown



K = Thousand
M = Million

Fund Goals

Regional Community Benefits Fund - This fund is designated to:

- Reduce air pollution or mitigate air pollution impacts in overburdened communities
- Improve health outcomes in communities impacted by air pollution

Local Community Benefits Fund - This fund is designated to:

- Reduce air pollution or mitigate air pollution impacts in overburdened communities
- Improve health outcomes in the specific community affected by air pollution from the violating facility



Fund Goals (cont.)

Richmond Air Quality Community Fund

This fund is designated to:

- Reduce particulate matter (PM) emissions from other sources in the vicinity of the Richmond Refinery and to reduce PM exposures for members of the community



Overview of Available Funds

AVAILABLE FUNDING SOURCE	AS OF DECEMBER 31, 2024	
Regional Community Benefits Fund	\$	20,331,984
Local Community Benefits Fund	\$	75,447,312
Other funds: Richmond Community Air Quality Fund ¹	\$	20,000,000
Total Project Funds	\$	115,779,297
9% Admin Funds	\$	9,472,678
Total Project & Admin Funding	\$	125,251,974

¹Funding availability is subject to initiation of projects.

Phased Approach

- Phase I: Local Community Benefits Fund
- Phase II: Regional Community Benefits Fund
- Phase III: Future Funds

Phase I Funding

Local Community Benefits Fund (as of December 31, 2024)

*An originating community does not indicate that funds will be limited to a jurisdictional boundary. The geographic boundaries for distribution of funds will be determined based on Board approved criteria.

ORIGINATING COMMUNITY*	PROJECT AMOUNT
Benicia	\$ 58,631,131
Berkeley	\$ 13,680
Martinez	\$ 1,462,091
Oakland	\$ 85,783
Pleasanton	\$ 58,367
Richmond	\$ 15,148,952
San Jose	\$ 19,950
South San Francisco	\$ 22,799
Suisun City	\$ 4,560
Total Funds	\$ 75,447,312

Managing Community Investments Action Plan



Tentative 2025 Phase I Timeline*

- April – June: Community Engagement to Identify Community Priorities
- July – August: Staff Develop Guidelines
- September: Draft Program Guidelines Released for Public Comment
- October: 30-day Public Comment Period on Draft Guidelines Ends on 10/3
- November: Final Program Guidelines Approved by Board
- December: Program Guidelines Released and Applications Open

Public Priorities Identified through Meetings & Survey

Public Review & Comment

Public Webinar Kick-off

Outreach & Communications

*Timeline subject to change depending on timing of hiring and onboarding of Community Investments Office staff.

Questions & Discussion

For more information:

communityinvestments@baaqmd.gov