

BOARD OF DIRECTORS
MEETING
December 3, 2025

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

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

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

Office of Santa Clara County
70 W. Hedding St
10th Floor Conference Room
San Jose, CA 95110

San Bruno City Hall
Conference Room 115
567 El Camino Real
San Bruno, CA 94066

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

San Mateo County
Board of Supervisors' Office
5th Floor
500 County Center
Redwood City, CA 94063

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

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/86111808701>, or may join Zoom by phone by dialing (669) 900-6833 or (408) 638-0968. The Webinar ID for this meeting is: 861 1180 8701

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, DECEMBER 3, 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 10:30 A.M.

3. Public Employee Appointment and Employment Pursuant to Government Code Section 54957(b)

Title: Executive Officer/APCO

OPEN SESSION - OPEN SESSION WILL NOT RESUME BEFORE 10:30 A.M.

OPENING ITEM(S)

4. Special Orders of the Day

CONSENT CALENDAR (Items 5 - 33)

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.

5. Approval of the Draft Minutes of the Board of Directors Meeting of October 1, 2025

The Board of Directors will consider approving the Draft Minutes of the Board of Directors Meeting of October 1, 2025.

6. Board Communications Received from October 1, 2025, through December 2, 2025

A copy of communications directed to the Board of Directors received by the Air District from October 1, 2025, through December 2, 2025, if any, will be distributed to the Board Members by way of email.

7. Notices of Violations Issued and Settlements in Excess of \$10,000 in the Months of September and October 2025

In accordance with Board Resolution No. 2012-08, staff will provide the Board of Directors with a list of all Notices of Violations issued, and all settlements for amounts in excess of \$10,000, during the months of September and October 2025.

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

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

9. Authorization of Salary Adjustment for Management Positions

The Board of Directors will consider authorizing the y-rating of eight management positions as a result of an Air District-wide, comprehensive classification study. Y-rating will allow incumbents to retain their present salary until the salary of their reclassified position is equal to or greater than their current salary.

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

The Board of Directors will consider authorizing the Executive Officer/APCO to amend the contract with Nancy S. Feldman to increase the total not-to-exceed amount of the contract by \$100,000, from \$250,000 to \$350,000, to provide consulting advice and management support to the Legal Division for enforcement case resolution and litigation and extend the term of the contract until June 30, 2026.

11. Authorization to Amend Contract with Randi Wallach for Legal Support Services for Grants Programs

The Board of Directors will consider authorizing the Executive Officer/APCO to amend the Air District's contract with Randi Wallach to increase the total not-to-exceed amount of the contract by \$380,000, from \$200,000 to \$580,000, and to extend the end of the contract term from April 1, 2026, to April 1, 2027, for continued legal support services for grants programs.

12. Authorization to Purchase Equipment from Multiple Vendors to Support Air Monitoring Programs

The Board of Directors will consider authorizing the Executive Office/APCO to procure the following items for a total amount of \$1,396,008 to support air monitoring:

- *Four (4) units of BAM 1020 Beta-Attenuation Mass Monitor and accessories from Met One Instruments, Inc.;*
- *Four (4) units of AE33 Black Carbon Analyzers and accessories from Magee Scientific and purchased through Sonoma Technology, Incorporated;*
- *Six (6) units of 146iQ Gas Calibrators from Thermo Environmental Instruments, LLC;*
- *Four (4) units of 42iQ Nitrogen Dioxide Analyzers from Thermo Environmental Instruments, LLC;*
- *Three (3) units of 49iQ Ozone Analyzers from Thermo Environmental Instruments, LLC;*
- *Three (3) units of 49iQ-Primary Standard Ozone Calibrators from Thermo Environmental Instruments, LLC;*
- *Four (4) units of 43iQ Sulfur Dioxide Analyzers from Thermo Environmental Instruments, LLC*
- *One-hundred thirty-six (136) units of various i-series parts from Thermo Environmental Instruments, LLC;*
- *One (1) unit of 3783 Ultrafine Particle Counters from TSI, Inc.;*
- *Four (4) units of Teledyne 701H Zero Air System from Teledyne Instruments; and*
- *Up to five (5) trailers, four (4) to function as refinery community monitoring stations, and one (1) to function as a portable air monitoring platform to support community monitoring, from Total Trailers.*

The Board of Directors will also consider authorizing a transfer of \$67,500 from the Schedule X – Capital Designated Reserves to the budget for Program Code 812 to cover a portion of the proposed trailer purchases.

13. Authorization to Execute Lease Amendments for Two Air Monitoring Sites

The Board of Directors will consider authorizing the Executive Officer/APCO to execute amendments to the Air District's lease agreements with:

- 1. Zuckerman Construction, LLC for Concord – 2956-A Treat Boulevard to be effective June 1, 2025, through May 30, 2030 for a total estimated cost of \$308,374.68; and*
- 2. Nibbi Investments for San Francisco – 10 Arkansas Street, Unit N to be effective August 1, 2025, through July 31, 2030 for a total estimated cost of \$260,540.62.*

14. Authorization to Procure Equipment and Services from Agilaire, LLC to Support Air Monitoring Data Acquisition Systems

The Board of Directors will consider authorizing the Executive Officer/APCO to procure specialized software, hardware and professional services from Agilaire, LLC to modernize the data acquisition system for the regulatory air monitoring network for a total amount not-to-exceed \$450,000 over a period of 5 years.

15. Authorization to Accept Clean Cars for All Program Funds from the California Air Resources Board

The Board of Directors will consider adopting a Resolution to accept, obligate, and expend Clean Cars for All Program funding from the California Air Resources Board.

16. Authorization to Execute a Professional Services Agreement with GRID Alternatives Bay Area to Provide Consumer Education and Support for the Clean Cars for All Program

The Board of Directors will consider authorizing the Executive Officer/APCO to execute a professional services agreement with GRID Alternatives Bay Area for a two-year term, in an amount not-to-exceed \$649,358, to provide consumer education and support for the Clean Cars for All Program.

17. Authorization to Execute a Master Services Agreement for a Grants Management System and to Purchase Salesforce Licenses

The Board of Directors will consider authorizing the Executive Officer/APCO to (i) execute a Master Services Agreement with StackNexus, Inc. to develop and maintain a Grants Management System for an amount not-to-exceed \$730,000 over five years; and (ii) purchase one-year Salesforce licenses from Carahsoft in an amount not to exceed \$200,000 to support the System.

18. Transportation Fund for Clean Air Policies Commencing Fiscal Year 2026-2027

The Board of Directors will consider adopting proposed updates to the Transportation Fund for Clean Air Policies commencing in Fiscal Year 2026-2027.

The Policy, Grants and Technology Committee recommended adoption of these revised policies at its meeting on October 15, 2025.

19. Fiscal Year Ending 2025 Charge! Program Project Recommendations

The Board of Directors will consider approving the Charge! Program rank list, authorizing \$23.3 million for the recommended projects, and authorizing the Executive Officer/APCO to enter into all necessary agreements with applicants for the recommended projects.

The Policy, Grants and Technology Committee recommended approval of this item at its meeting on November 19, 2025.

20. Amendment of Sections 8.2, 9.3, 9.4, and 3.4 of the Administrative Code

The Board of Directors will consider adopting proposed amendments to four sections of the Air District's Administrative Code, including provisions related to Procurement and Contracting (Sections 9.4 and 8.2(b)(5)), Adoption of the Budget (Section 9.3), and Appointments to Committees (Section 3.4).

The Finance and Administration Committee recommended adoption of these Administrative Code amendments at its meeting on October 15, 2025.

21. Proposed Board and Committee Meeting Schedule for Calendar Year 2026

The Board of Directors will consider adopting a Resolution establishing the Board and Committee Meeting Schedule for Calendar Year 2026.

22. Publication of 2026 Regulatory Agenda

The Board of Directors will consider publishing the Air District's list of all the regulatory measures the Board may consider in 2026. State law requires the Air District to publish a list of regulatory measures scheduled or tentatively scheduled for consideration during the upcoming year.

23. Appointment of Community Advisory Council Members

The Board of Directors will consider appointing Ms. Margaret Gordon, William Goodwin, Kevin G. Ruano Hernandez, Latasha Washington, Dominique Brooks, Arieann Harrison, Adriana Fernandez Arriaga, Violet Saena, Azjargal Tsogtsaikhan, Ken Szutu, Jeff Sanchez, Saidy Dianyra Reyes Mazariegos, and Harsheet Subedi to the Air District's Community Advisory Council (CAC) for two- or four-year terms.

The Community Equity, Health and Justice Committee recommended the appointment of 12 of these candidates at its meeting on November 12, 2025. The thirteenth, Harsheet Subedi, is a replacement for a candidate who withdrew their candidacy for a CAC youth seat after the Community Equity, Health and Justice Committee made its recommendation. Mr. Subedi is next-highest-scoring youth seat candidate based on the CAC Member Selection Ad Hoc Committee's scoring of the candidates.

24. Appointment of Advisory Council Members

The Board of Directors will consider appointing Stephanie Holm, Philip Martien, Garima Raheja, Ann Marie Carlton, Michael Schmeltz, Melanie Colburn, and Daniel Baldassare to the Advisory Council for a two-year term beginning January 1, 2026.

The Finance and Administration Committee recommended appointment of these candidates at its meeting on November 19, 2025. The recommended candidates include five currently serving members and two new members.

25. Report of the Community Advisory Council Meeting of September 18, 2025

The Board of Directors will receive a report of the Community Advisory Council Meeting of September 18, 2025.

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

26. Report of the Two Advisory Council Meetings of October 6, 2025

The Board of Directors will receive a report of the two Advisory Council meetings of October 6, 2025.

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

27. Report of the Policy, Grants, and Technology Committee Meeting of October 15, 2025

The Board of Directors will receive a report of the Policy, Grants, and Technology Committee meeting of October 15, 2025.

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

28. Report of the Finance and Administration Committee Meeting of October 15, 2025

The Board of Directors will receive a report of the Finance and Administration Committee meeting of October 15, 2025.

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

29. Report of the Stationary Source Committee Meeting of November 12, 2025

The Board of Directors will receive a report of the Stationary Source Committee Meeting of November 12, 2025.

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

30. Report of the Community Equity, Health, and Justice Committee Meeting of November 12, 2025

The Board of Directors will receive a report of the Community Equity, Health, and Justice Committee meeting of November 12, 2025.

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

31. Report of the Policy, Grants, and Technology Committee Meeting of November 19, 2025

The Board of Directors will receive a report of the Policy, Grants, and Technology Committee meeting of November 19, 2025.

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

32. Report of the Finance and Administration Committee Meeting of November 19, 2025

The Board of Directors will receive a report of the Finance and Administration Committee meeting of November 19, 2025.

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

www.baaqmd.gov/bodagendas

33. Report of the Community Advisory Council Meeting of November 20, 2025

The Board of Directors will receive a report of the Community Advisory Council Meeting of November 20, 2025.

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

www.baaqmd.gov/bodagendas

ACTION ITEM(S)

34. Approval of the Executive Officer's Employment Agreement

The Board of Directors will consider approving an Employment Agreement with Executive Officer Philip M. Fine for a second three-year term, from February 21, 2026 through February 20, 2029, and authorizing the Board Chairperson to execute the agreement. This item will be presented by Lynda Hopkins, Chairperson of the Board.

35. Election of a Chairperson and Vice-Chairperson of the Board of Directors for the 2026-2027 Term

The Board of Directors will receive a report of the Nominating Committee held at 9:30 a.m. preceding the Board of Directors meeting, and will consider electing a Board Chairperson and Vice-Chairperson for the 2026-2027 Term.

INFORMATIONAL ITEM(S)

36. Overview of Socioeconomic Analyses for Air District Rulemaking

The Board will discuss an overview of socioeconomic impact analyses conducted for Air District rulemaking, including background on the rule development process, statutory requirements and impact analysis, and opportunities for providing additional and supplemental information on health and equity benefits and expanded impact analyses. This item will be presented by Leonid Bak, Economist/Senior Advanced Projects Advisor in the Regulatory Development Division.

OTHER BUSINESS

37. 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.

38. 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)

39. Report of the Executive Officer/APCO

40. Chairperson's Report

41. Time and Place of Next Meeting

Wednesday, January 28, 2026, at 10:00 a.m. The meeting will be held in-person at 252 2nd Street, Oakland, CA 94607. Members of the Board of Directors and the public may attend at this in-person location, and members of the public may also attend virtually via webcast.

42. 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
Air District 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 dr Ruiz@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

DECEMBER 2025

<u>TYPE OF MEETING</u>	<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>ROOM</u>
Board of Directors Nominating Committee	Wednesday	3	9:30 a.m.	1 st Floor Board Room
Board of Directors Meeting	Wednesday	3	10:00 a.m.	1 st Floor Board Room
Advisory Council Meeting	Monday	8	9:30 a.m.	1 st Floor Board Room
Advisory Council Meeting - CANCELLED	Monday	8	1:00 p.m.	1 st Floor Board Room
Board of Directors Stationary Source Committee	Wednesday	10	10:00 a.m.	1 st Floor, Yerba Buena Room
Board of Directors Community Equity, Health, and Justice Committee	Wednesday	10	1:00 p.m.	1 st Floor, Yerba Buena Room
Board of Directors Policy, Grants and Technology Committee	Wednesday	17	10:00 a.m.	1 st Floor Board Room
Board of Directors Finance and Administration Committee	Wednesday	17	1:00 p.m.	1 st Floor Board Room

JMB 11/24/25 – 2:54 p.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: December 3, 2025

Re: Approval of the Draft Minutes of the Board of Directors Meeting of October 1,
2025

RECOMMENDED ACTION

Approve the Draft Minutes of the Board of Directors Meeting of October 1, 2025.

BACKGROUND

None.

DISCUSSION

Attached for your review and approval are the Draft Minutes of the Board of Directors Meeting of October 1, 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 October 1, 2025

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

Board of Directors Meeting
Wednesday, October 1, 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 10:00 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 Dionne Adams, Monica Brown, Ken Carlson, Brian Colbert, Noelia Corzo, Juan González III, David Haubert, Tyrone Jue, Otto Lee, Bilal Mahmood, Rico E. Medina, Ray Mueller, Gabe Quinto, Mark Salinas, Lena Tam, and Shamann Walton.

Absent: Directors Margaret Abe-Koga, Brian Barnacle, Joelle Gallagher, John Gioia, and Steve Young.

2. **PLEDGE OF ALLEGIANCE**

CLOSED SESSION (ITEMS 3 – 7) (10:02 a.m.)

Public Comments

No requests received.

NOTED PRESENT: Directors Brown and Mueller were noted present at 10:11 a.m.; Director Brown was noted present at 10:15 a.m.; and Director Mahmood was noted present at 10:25 a.m.

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

Agency Designated Representatives:

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

Hyacinth Hinojosa, Deputy Executive Officer of Finance and Administration

Lisa Baker, Director of Human Resources

Employee Organization: BAAQMD Employees Association

Reportable Action: Alexander Crockett, General Counsel, announced that there was nothing to report.

4. **CONFERENCE WITH LEGAL COUNSEL RE EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTIONS 54956.9(a) AND (d)(1)**

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

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

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

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

Rochele Henderson v. Bay Area Air Quality Management District, Northern District of California Case No. 24-cv-01460-RFL; Page 2 of 392

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

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

Reportable Action: Mr. Crockett announced that there was nothing to report.

5. **CONFERENCE WITH LEGAL COUNSEL RE ANTICIPATED LITIGATION PURSUANT TO GOVERNMENT CODE SECTIONS 54956.9(a), (d)(2) AND (e)(3)**

Pursuant to Government Code Sections 54956.9(a), (d)(2) and (e)(3), the Board of Directors met in Closed Session with Legal Counsel to discuss a significant exposure to litigation regarding the government code claim of Sean Madden, Valeria Cueva, Zoey Millican, and Camden Madden received by the Air District on September 15, 2025.

Reportable Action: Mr. Crockett announced that there was nothing to report.

6. PUBLIC EMPLOYEE APPOINTMENT AND EMPLOYMENT PURSUANT TO GOVERNMENT CODE SECTION 54957(b)

Title: Executive Officer/Air Pollution Control Officer (APCO)

Reportable Action: Mr. Crockett announced that there was nothing to report.

7. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6

Agency Designated Representatives:

Board Chair Lynda Hopkins

Irma Rodriguez Moisa, Atkinson, Andelson, Loya, Ruud & Romo

Unrepresented Employee: Executive Officer/APCO

Reportable Action: Mr. Crockett announced that there was nothing to report.

OPEN SESSION (11:46 a.m.)

8. SPECIAL ORDERS OF THE DAY

Chair Hopkins welcomed the following new employees: Kelly Crawford, Deputy Executive Officer of Engineering & Compliance; James Butler, Senior Air Quality Engineer in the Assessment, Inventory, and Modeling Division; and Emi Wang, Director of the Air District's new Community Investment Office.

Chair Hopkins also announced that, effective September 16, 2025, Sergio Lopez resigned from the Board of Directors.

CONSENT CALENDAR (ITEMS 9 – 22)

9. Approval of the Draft Minutes of the Board of Directors Special Meeting of September 10, 2025
10. Board Communications Received from September 10, 2025, through September 30, 2025
11. Notices of Violations (NOV) Issued and Settlements in Excess of \$10,000 in the Month of August 2025
12. Personnel Out-of-State Business Travel Report for June - August 2025
13. Authorization to Issue New Credit Cards to the Principal Deputy Executive Officer and the Deputy Executive Officer of Science
14. Authorization of Hiring Recommendation at Step E of Salary Range 148M for the Manager (Cybersecurity Manager) Position for the Information Services Division
15. Authorization to Attend the United Nations Framework Convention on Climate Change Conference of the Parties 30 and Related Events, and Enter into a Sponsorship Agreement with The Climate Registry
16. Authorization to Purchase Equipment from Syft Technologies, Incorporated

17. Authorization to Execute a Sponsorship Agreement with the American Lung Association
18. Authorization to Accept Fiscal Year 2025-2026 Carl Moyer Program and Community Air Protection Incentives Program Funds
[Click here to view Board Resolution No. 2025-10](#)
[Click here to view Board Resolution No. 2025-11](#)
19. Authorization to Accept Clean Air Act Section 103 Grant Program Revenues from the United States Environmental Protection Agency for Fine Particulate Matter (PM) Monitoring Activities
20. Authorization to Accept Clean Air Act Section 105 Grant Program Revenues from the United States Environmental Protection Agency to Support Various Clean Air Regulatory Programs
21. Report of the Policy, Grants, and Technology Committee Meeting of September 17, 2025
22. Report of the Finance and Administration Committee Meeting of September 17, 2025

Public Comments

Public comments were given by Arieanne Harrison, Marie Harrison Community Foundation.

Board Comments

None.

Board Action

Director Lee made a motion, seconded by Director Tam, to approve Consent Calendar Items 9 through 22, inclusive; and the motion **carried** by the following vote of the Board:

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

PUBLIC HEARING

23. **PUBLIC HEARING TO CONSIDER ADOPTION OF PROPOSED AMENDMENTS TO REGULATION 6: PARTICULATE MATTER, RULE 3: WOOD-BURNING DEVICES AND REGULATION 5: OPEN BURNING**

Chair Hopkins opened the public hearing.

Dr. Julia Luongo, Principal Air Quality Specialist, gave the staff presentation: *Proposed Amendments to Rule 6-3 and Regulation 5*, including: recommended action; outline; health impacts; contributions to Bay Area PM_{2.5}; Rule 6-3: Wood-Burning Devices (what is a wood-burning device, current Rule 6-3, woodsmoke reduction programs, share of regional PM_{2.5} emissions, modeled geographic variation, why these amendments); Rule 6-3 proposed

amendments (mandatory burn ban threshold, emissions ratings updates, administrative updates, additional curtailment days, PM_{2.5} emissions reductions, socioeconomic impacts, Air District impacts); Regulation 5 (what is Regulation 5, prescribed burning, why these amendments, increasing use of prescribed fire, Prescribed Burn Program summary, implementation improvements outside of regulatory work); Regulation 5 proposed amendments (impacts of proposed amendments, Air District impacts); combined amendment package (public participation process, public comments received on Rule 6-3 and Regulation 5, California Environmental Quality Act requirements – exempt, statutory findings, and recommended action.)

Public Comments

Public comments were given by Tony Fisher, Coalition for Clean Air; Patrick Messac, Air District Community Advisory Council; and Krisel Rietesel.

Board Comments

The Board and Air District staff discussed whether outdoor street vendors that use grills are impacted by this rule; whether the Air District regulates outdoor cooking of any kind; appreciation for the progress that has been made with this rule, and whether the Air District is being ambitious enough in this rule's objectives; the public's lack of awareness the health impacts from wood smoke (in the home or backyard); Santa Clara County's Minor Permit program that includes chimney and fireplace removal projects; whether the Air District can coordinate with local governments (cities and counties) on woodsmoke complaints, placing enforcement responsibilities with local governments; whether an estimated difference in morality rate would be anticipated, should the Board adopt the proposed amendments; whether the Air District can ban all woodburning, year-round, and the number of deaths that action might prevent; ways in which non-government organizations may learn about Air District regulations, and further educate the community; why the Air District does not regulate commercial food preparation; and whether the Air District may impose sub-regional curtailment of PM (mandate the Spare the Air Program be implemented in some areas more than in others.)

Board Action

Director Lee made a motion, seconded by Director Tam, to **adopt** two Board resolutions to:

1. Amend Regulation 6, Rule 3: Wood-Burning Devices;
2. Amend Regulation 5: Open Burning;
3. Determine that the adoption of these amendments is exempt from the requirements of the California Environmental Quality Act

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

AYES:	Adams, Brown, Carlson, Colbert, Corzo, González, Hopkins, Jue, Lee, Medina, Mahmood, Quinto, Salinas, Tam, Veenker, Walton.
NOES:	None.
ABSTAIN:	None.

ABSENT: Abe-Koga, Barnacle, Gallagher, Gioia, Haubert, Mueller, Young.

Chair Hopkins closed the public hearing.

INFORMATIONAL ITEM

24. OVERVIEW OF NEW TARGETED INSPECTION PROGRAM & PILOT PROJECT IN BAYVIEW HUNTERS POINT

Dennis Quach, Air Quality Specialist, gave the staff presentation *Overview of New Targeted Inspection Program and Pilot Project in Bayview Hunters Point (BVHP)*, including: outline; Strategic Plan framework; Targeted Inspection goals and objectives; current inspection program background; routine inspections; overview of a Targeted Inspection Program; general inspection program priorities; enhancing inspection priorities in Assembly Bill (AB) 617 areas; community engagement and partnership; BVHP Pilot Project (targeted inspections based on community-knowledge and enforcement data, targeted weekend enforcement, results and findings, successes, challenges, and lessons learned); community impressions and comments; new program elements in Quarter 1 2026; next steps and project timeline; and future staffing resources needed for program implementation.

Public Comments

Public comments were given by Air District Community Advisory Council members, Arianne Harrison and Patrick Messac.

Board Comments

The Board and Air District staff discussed the Board's appreciation for positive results and lessons learned; potential challenges in regards to metrics; the objectives of the Targeted Inspection Program; whether the Air District currently has a secure channel for reporting unethical, illegal, or unsafe activities within an organization, and if one already exists, concerns about creating a second reporting system instead of expanding the existing one; and whether the Air District has conducted inspections on permitted facilities during the weekends, in the past.

Board Action

No action taken.

OTHER BUSINESS

25. PUBLIC COMMENT ON NON-AGENDA MATTERS

Public comments were given by Mark Williams Jr., Environmental Justice League; Jan Warren, Interfaith Climate Action Network of Contra Costa County; and Air District Community Advisory Council members Arianne Harrison and Cynthia Prieto-Diaz.

26. BOARD MEMBER COMMENTS

Director Haubert asked for the status on the formation of a permitting efficiency ad hoc committee, and Chair Hopkins said that October 1, 2025, was the final call for interested Board members.

27. REPORT OF THE EXECUTIVE OFFICER / APCO

Dr. Philip M. Fine, Executive Officer / APCO, announced that a federal government shutdown began on October 1, 2025, after Congress failed to pass funding legislation for 2026. Dr. Fine said that as the Air District's exposure to potential impacts is limited, no immediate impacts to Air District operations are anticipated over the next month.

Dr. Fine also announced that, due to the Chair and Vice Chair's attendance at the United Nations Climate Change Conference of the Parties, the November Board meeting may be cancelled.

28. CHAIRPERSON'S REPORT

None.

29. TIME AND PLACE OF NEXT MEETING

At the end of the meeting, the next Board meeting was scheduled for November 5, 2025, but after the meeting adjourned, that meeting was cancelled, and the next Board meeting was scheduled for Wednesday, December 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.

30. ADJOURNMENT

The meeting was adjourned at 1:58 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: December 3, 2025

Re: Board Communications Received from October 1, 2025, through December
2, 2025

RECOMMENDED ACTION

None; informational item only, 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 October 1, 2025, through December 2, 2025, if any, will be distributed to the Board Members by way of email.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Justine Buenaflor
Reviewed by: Vanessa Johnson

ATTACHMENT(S):

None

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: December 3, 2025

Re: Notices of Violations Issued and Settlements in Excess of \$10,000 in the
Months of September and October 2025

RECOMMENDED ACTION

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

BACKGROUND

None.

DISCUSSION

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

BUDGET CONSIDERATION/FINANCIAL IMPACT

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

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Alexander G. Crockett

ATTACHMENT(S):

1. Notices of Violations Issued and Settlements in Excess of \$10,000 - September 2025
2. Notices of Violations Issued and Settlements in Excess of \$10,000 - October 2025

NOTICES OF VIOLATIONS ISSUED

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

Alameda						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
ATI Restoration LLC	S778704	Hayward	A64953A	9/9/25	11-2-303.4	Asbestos Violation
Bancroft Shell	C0950	San Leandro	A64578A	9/18/25	8-7-301.5	Gasoline Dispensing Facility Violation
Caltrans-San Leandro Maintenance Station	C7983	San Leandro	A64579A	9/23/25	8-7-302.3	Gasoline Dispensing Facility Violation
Lam Research Corporation - Fremont Campus	A3152	Fremont	A65237A	9/25/25	2-1-307	Permit Requirement/Condition Violation
Lam Research Corporation - Fremont Campus	A3152	Fremont	A65238A	9/25/25	2-1-307	Permit Requirement/Condition Violation
Montclair Construction	S778429	Oakland	A61945A	9/2/25	2-1-302	No Permit to Operate
More Than A Carpenter	S778732	Berkeley	A64954A	9/10/25	11-2-401.5	Asbestos Violation
South Shore Apartments	S778989	Alameda	A64957A	9/16/25	11-2-303.8	Asbestos Violation
Strange Plastic	S779414	Oakland	A65164A	9/25/25	2-1-301	No Authority to Construct and No Permit to Operate
Strange Plastic	S779414	Oakland	A65164B	9/25/25	2-1-302	No Authority to Construct and No Permit to Operate
Strange Plastic	S779414	Oakland	A65164C	9/25/25	8-4-312.1	General Solvent and Surface Coating Violation
Tesla, Inc.	A1438	Fremont	A65232A	9/2/25	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A65233A	9/2/25	2-6-307	Title V Requirement/Permit Condition Violation

Tesla, Inc.	A1438	Fremont	A65234A	9/11/25	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A65235A	9/12/25	2-1-301	No Authority to Construct and No Permit to Operate
Tesla, Inc.	A1438	Fremont	A65235B	9/12/25	2-1-302	No Authority to Construct and No Permit to Operate
Tesla, Inc.	A1438	Fremont	A65236A	9/12/25	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A65239A	9/30/25	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A65240A	9/30/25	2-6-307	Title V Requirement/Permit Condition Violation
US Auto Repair Center	A3236	Hayward	A65163A	9/12/25	2-1-302	No Permit to Operate
Vanita Bindal	S778974	Fremont	A64742A	9/11/25	2-1-307	Permit Requirement/Condition Violation

Contra Costa						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Chevron Products Company	A0010	Richmond	A62548A	9/4/25	8-5-305.5	Storage Tank Violation
Chevron Products Company	A0010	Richmond	A64678A	9/4/25	2-6-307	Title V Requirement/Permit Condition Violation
Chevron Products Company	A0010	Richmond	A64678B	9/4/25	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A64679A	9/4/25	2-6-307	Title V Requirement/Permit Condition Violation
Chevron Products Company	A0010	Richmond	A64679B	9/4/25	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A64680A	9/4/25	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A64680B	9/4/25	10	Code of Federal Regulation Violation

Chevron Products Company	A0010	Richmond	A64681A	9/10/25	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A64682A	9/16/25	8-8-316	Wastewater Collection and Separation Systems Violation
Chevron Products Company	A0010	Richmond	A64683A	9/16/25	8-5-304.4	Storage Tank Violation
Chevron Products Company	A0010	Richmond	A64684A	9/30/25	8-8-316	Wastewater Collection and Separation Systems Violation
Chevron Products Company	A0010	Richmond	A64706A	9/4/25	10	Code of Federal Regulation Violation
Chevron Products Company	A0010	Richmond	A64707A	9/4/25	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A64708A	9/4/25	9-9-301.2	Turbine NOx or CO Violation
Chevron Station #93831	C1700	San Ramon	A64741A	9/5/25	8-7-314	Gasoline Dispensing Facility Violation
Figueroa Tank Lines	S779597	Martinez	A63818A	9/30/25	8-6-305	Organic Liquid Bulk Terminals and Bulk Plants Violation
Martinez Refining Company LLC	A0011	Martinez	A65272A	9/29/25	2-6-307	Title V Requirement/Permit Condition Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A62992A	9/30/25	2-6-307	Title V Requirement/Permit Condition Violation
Tesoro Refining & Marketing Company, LLC	B2758	Martinez	A63832A	9/22/25	8-5-320.3	Storage Tank Violation

Marin						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Redwood Landfill Inc.	A1179	Novato	A64517A	9/3/25	2-6-307	Title V Requirement/Permit Condition Violation

Napa						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Queen of the Valley Medical Center	A1082	Napa	A63123A	9/25/25	9-7-307.2	Boiler Emissions Violation

San Francisco						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Frank's Auto Body & Customizing	B6272	San Francisco	A63778A	9/23/25	2-1-302	No Permit to Operate
United Airlines, Inc.	A0051	San Francisco	A64146A	9/30/25	2-6-307	Title V Requirement/Permit Condition Violation
United Airlines, Inc.	A0051	San Francisco	A64147A	9/30/25	2-6-307	Title Requirement/Permit Condition Violation

San Mateo						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Browning-Ferris Industries of CA Inc.	A2266	Half Moon Bay	A60995A	9/18/25	2-6-307	Title V Requirement/Permit Condition Violation
Browning-Ferris Industries of CA Inc.	A2266	Half Moon Bay	A63665A	9/22/25	8-7-302.1	Gasoline Dispensing Facility Violation
CEMEX Construction Materials Pacific, LLC	B2652	Redwood City	A59201A	9/15/25	2-1-301	No Authority to Construct and No Permit to Operate
CEMEX Construction Materials Pacific, LLC	B2652	Redwood City	A59201B	9/15/25	2-1-302	No Authority to Construct and No Permit to Operate
Synergy Petroleum	S771758	South San Francisco	A64196A	9/23/25	8-7-408	Gasoline Dispensing Facility Violation

Santa Clara						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
2610 Pacheco Pass	S779416	Gilroy	A64248A	9/29/25	2-1-301	No Authority to Construct and No Permit to Operate
2610 Pacheco Pass	S779416	Gilroy	A64248B	9/29/25	2-1-302	No Authority to Construct and No Permit to Operate
Al's Arco	C4360	Santa Clara	A64194A	9/18/25	8-7-302.3	Gasoline Dispensing Facility Violation
ARCO AMPM of Gilroy	C9202	Gilroy	A60621A	9/23/25	8-7-302.3	Gasoline Dispensing Facility Violation
ARCO AMPM of Gilroy	C9202	Gilroy	A60621B	9/23/25	8-7-408	Gasoline Dispensing Facility Violation
Bellarmine College Preparatory	E0450	San Jose	A64463A	9/3/25	2-1-302	No Permit to Operate
Campbell Shell	D0100	Campbell	A64192A	9/12/25	8-7-301.6	Gasoline Dispensing Facility Violation
City Gas California, LLC	C9037	Milpitas	A60617A	9/3/25	8-7-301.1	Gasoline Dispensing Facility Violation
City of Campbell Dept. of Public Works	C7099	Campbell	A64191A	9/12/25	8-7-302.3	Gasoline Dispensing Facility Violation
City of Campbell Dept. of Public Works	C7099	Campbell	A64191B	9/12/25	8-7-408	Gasoline Dispensing Facility Violation
City of Santa Clara	A3464	Santa Clara	A65133A	9/11/25	8-34-301	Landfill Violation
City of Santa Clara	A3464	Santa Clara	A65134A	9/11/25	8-34-303	Landfill Violation
City of Santa Clara	A3464	Santa Clara	A65134B	9/11/25	10	Code of Federal Regulation Violation
CoreSite Real Estate	B9539	Santa Clara	A63716A	9/18/25	2-1-307	Permit Requirement/Condition Violation
Golden Eagle Gas, LLC	C0823	Morgan Hill	A60620A	9/23/25	8-7-408	Gasoline Dispensing Facility Violation
North First Union 76	C8523	San Jose	A60616A	9/2/25	2-1-307	Permit Requirement/Condition Violation

Northrop Grumman Systems Corporation	B0861	Sunnyvale	A63714A	9/2/25	1-522.4	Continuous Emissions Monitor Violation
Northrop Grumman Systems Corporation	B0861	Sunnyvale	A63715A	9/2/25	2-6-307	Title V Requirement/Permit Condition Violation
Salkhi Petroleum Inc. dba Grand Gas Union	D0888	San Jose	A64189A	9/10/25	2-1-307	Permit Requirement/Condition Violation
Salkhi Petroleum Inc. dba Grand Gas Union	D0888	San Jose	A64189B	9/10/25	8-7-301.13	Gasoline Dispensing Facility Violation
The Irvine Company	B9924	San Jose	A64361A	9/25/25	2-1-307	Permit Requirement/Condition Violation
Valley Recycling II	S774987	San Jose	A64462A	9/22/25	2-1-301	No Authority to Construct and No Permit to Operate
Valley Recycling II	S774987	San Jose	A64462B	9/22/25	2-1-302	No Authority to Construct and No Permit to Operate
Willow Glen Unocal 76 Inc.	C4038	San Jose	A64197A	9/23/25	2-1-302	No Permit to Operate
Willow Glen Unocal 76 Inc.	C4038	San Jose	A64197B	9/23/25	2-1-307	Permit Requirement/Condition Violation

Solano						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Valero Refining Company - California	B2626	Benicia	A65308A	9/8/25	2-1-307	Permit Requirement/Condition Violation
Valero Refining Company - California	B2626	Benicia	A65308B	9/8/25	10	Code of Federal Regulation Violation
Valero Refining Company - California	B2626	Benicia	A65309A	9/8/25	2-1-307	Permit Requirement/Condition Violation

Valero Refining Company - California	B2626	Benicia	A65309B	9/8/25	10	Code of Federal Regulation Violation
Valero Refining Company - California	B2626	Benicia	A65311A	9/25/25	2-1-307	Permit Requirement/Condition Violation
Valero Refining Company - California	B2626	Benicia	A65311B	9/25/25	10	Code of Federal Regulation Violation

Sonoma						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
First Class Auto Body	A6364	Santa Rosa	A62402A	9/3/25	2-1-302	No Permit to Operate
PM Design Group, inc.	S778916	Santa Rosa	A64193A	9/15/25	11-2-401.5	Asbestos Violation
SFD	S778921	Sonoma	A64978A	9/15/25	11-2-401.3	Asbestos Violation
SFD	S778921	Sonoma	A64978B	9/15/25	11-2-303.8	Asbestos Violation

Company Address Outside of the Bay Area						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Cal Heating & Air Inc.	S779087	Hollister	A60619A	9/18/25	11-2-303	Asbestos Violation
Cal Heating & Air Inc.	S779087	Hollister	A60619B	9/18/25	11-2-304	Asbestos Violation
Dry Creek Construction	S778621	Galt	A60618A	9/4/25	11-2-303.6	Asbestos Violation
Stan Boyett & Son, LLC dba Boyett Petroleum	S778910	Modesto	A64190A	9/15/25	2-1-307	Permit Requirement/Condition Violation

SETTLEMENTS FOR \$10,000 OR MORE REACHED

There were 8 settlements for \$10,000 or more completed in September 2025.

- 1) On September 2, 2025, the Air District reached a settlement with Chemtrade West US LLC for \$160,000, regarding the allegations contained in the following 2 Notices of Violations:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A62047A	5/11/23	11/15/23	2-6-307	Title V Requirement/Permit Condition Violation
A62048A	5/11/23	1/26/23	2-6-307	Title V Requirement/Permit Condition Violation

- 2) On September 9, 2025, the Air District reached a settlement with Guadalupe Rubbish Disposal Co., Inc. for \$14,000, regarding the allegations contained in the following 1 Notice of Violation:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A64238A	3/7/25	4/29/24	8-34-301.1	Landfill Violation

- 3) On September 10, 2025, the Air District reached a settlement with Waste Management of California, Inc. for \$57,000, regarding the allegations contained in the following 2 Notices of Violations:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A64237A	2/26/25	2/25/25	8-34-301.1	Landfill Violation
A64237B	2/26/25	2/25/25	8-34-303	Landfill Violation
A64239A	3/7/25	10/5/24	8-34-301.1	Landfill Violation

- 4) On September 12, 2025, the Air District reached a settlement with Bay Ship & Yacht Co. for \$80,000, regarding the allegations contained in the following 1 Notice of Violation:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A59818A	8/24/21	6/1/20	2-1-307	Permit Requirement/Condition Violation
A59818B	8/24/21	6/1/20	8-43-501	Marine Vessel Surface Coating Violation

- 5) On September 17, 2025, the Air District reached a settlement with Bimbo Bakeries USA Inc. for \$85,000, regarding the allegations contained in the following 2 Notices of Violations:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A60967A	4/30/24	3/20/24	2-1-307	Permit Requirement/Condition Violation
A60968A	4/30/24	3/20/24	2-1-307	Permit Requirement/Condition Violation

- 6) On September 23, 2025, the Air District reached a settlement with Dublin San Ramon District for \$28,000, regarding the allegations contained in the following 3 Notices of Violations:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A59770A	10/9/24	2/13/24	2-1-307	Permit Requirement/Condition Violation
A60891A	3/30/23	11/17/22	2-1-307	Permit Requirement/Condition Violation
A60893A	5/2/23	9/4/21	2-1-307	Permit Requirement/Condition Violation

- 7) On September 26, 2025, the Air District reached a settlement with Federal Realty Investment Trust for \$20,000, regarding the allegations contained in the following 5 Notices of Violations:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A63338A	11/26/24	1/1/24	9-7-506	Boiler Emissions Violation
A63339A	11/26/24	11/1/23	2-1-302	No Permit to Operate
A63340A	11/26/24	1/1/24	9-7-506	Boiler Emissions Violation
A63341A	11/26/24	1/1/24	9-7-506	Boiler Emissions Violation
A63342A	11/26/24	1/1/24	9-7-506	Boiler Emissions Violation

- 8) On September 26, 2025, the Air District reached a settlement with Lehigh Southwest Cement Company for \$140,000, regarding the allegations contained in the following 4 Notices of Violations:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A58401A	11/3/22	12/12/21	2-1-307	Permit Requirement/Condition Violation
A60939A	9/5/23	6/1/20	2-6-307	Title V Requirement/Permit Condition Violation
A60940A	9/5/23	7/1/21	2-1-302	No Permit to Operate
A60945A	6/12/24	2/17/22	2-6-307	Title V Requirement/Permit Condition Violation

NOTICES OF VIOLATIONS ISSUED

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

Alameda						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
6 Hammers Inc.	S780855	Emeryville	A64962A	10/30/25	11-2-401.5	Asbestos Violation
6 Hammers Inc.	S780855	Emeryville	A64963A	10/30/25	11-2-303.8	Asbestos Violation
Bingo Builders Attn: Kwok Leung Chan	S780393	Castro Valley	A63669A	10/20/25	11-2-300	Asbestos Violation
Bingo Builders Attn: Kwok Leung Chan	S780393	Castro Valley	A63669B	10/20/25	11-2-400	Asbestos Violation
Bingo Builders Attn: Kwok Leung Chan	S780393	Castro Valley	A63670A	10/20/25	11-2-302	Asbestos Violation
Hilltop Asbestos Abatement Corp.	S779981	Hayward	A64959A	10/9/25	11-2-401.3	Asbestos Violation
P.W. Stephens Environmental Inc.	S780013	Hayward	A64200A	10/9/25	11-2-401.5	Asbestos Violation
Socotra Gas Inc.	S780047	Oakland	A62710A	10/10/25	2-1-302	No Permit to Operate
Tesla, Inc.	A1438	Fremont	A65241A	10/1/25	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A65242A	10/9/25	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A65243A	10/15/25	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A65244A	10/20/25	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A65245A	10/20/25	2-6-307	Title V Requirement/Permit Condition Violation

Tesla, Inc.	A1438	Fremont	A65246A	10/20/25	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A65247A	10/24/25	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A65248A	10/24/25	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A65250A	10/27/25	9-7-506	Boiler Emissions Violation
Tesla, Inc.	A1438	Fremont	A65251A	10/27/25	9-7-503.4	Boiler Emissions Violation
Western Digital Technologies	A8391	Fremont	A65249A	10/27/25	2-1-307	Permit Requirement/Condition Violation

Contra Costa						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Bay Build Construction, Inc.	S779899	San Ramon	A64199A	10/7/25	11-2-401.5	Asbestos Violation
Chevron Station #93831	C1700	San Ramon	A64745A	10/20/25	8-7-302.3	Gasoline Dispensing Facility Violation
Hash Hadi	S780425	Martinez	A64905A	10/21/25	11-2-401.5	Asbestos Violation
Hash Hadi	S780425	Martinez	A64905B	10/21/25	11-2-303.8	Asbestos Violation
KB Home	S779732	San Ramon	A64744A	10/2/25	11-2-401.5	Asbestos Violation
Martinez Refining Company LLC	A0011	Martinez	A65107A	10/20/25	9-1-307	SO2 Emissions Violation
State of California	B2076	Richmond	A64381A	10/21/25	2-1-302	No Permit to Operate
Tesoro Refining & Marketing Company, LLC	B2758	Martinez	A65290A	10/21/25	10	Code of Federal Regulation Violation

San Francisco						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Alamo Rent-A-Car	C9866	San Francisco	A63667A	10/17/25	8-7-302.3	Gasoline Dispensing Facility Violation
Bayshore Shell	C9749	San Francisco	A64007A	10/20/25	8-7-302.3	Gasoline Dispensing Facility Violation
Bay-View Greenwaste Management Co., LLC	B2003	San Francisco	A64150A	10/21/25	2-1-301	No Authority to Construct and No Permit to Operate
Bay-View Greenwaste Management Co., LLC	B2003	San Francisco	A64150B	10/21/25	2-1-302	No Authority to Construct and No Permit to Operate
Bay-View Greenwaste Management Co, LLC	B2003	San Francisco	A64151A	10/21/25	2-1-301	No Authority to Construct and No Permit to Operate
Bay-View Greenwaste Management Co., LLC	B2003	San Francisco	A64151B	10/21/25	2-1-302	No Authority to Construct and No Permit to Operate
CEMEX Construction Materials Pacific, LLC	B7111	San Francisco	A64148A	10/6/25	6-6-501	Trackout Violation
CEMEX Construction Materials Pacific, LLC	B7111	San Francisco	A64149A	10/6/25	2-1-307	Permit Requirement/Condition Violation

Santa Clara						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Aashria LLC	S780422	Santa Clara	A64903A	10/21/25	11-2-401.3	Asbestos Violation
Aashria LLC	S780422	Santa Clara	A64903B	10/21/25	11-2-303.8	Asbestos Violation
ALLCONS Group Inc.	S780704	Cupertino	A64907A	10/28/25	11-2-401.3	Asbestos Violation

ALLCONS Group Inc.	S780704	Cupertino	A64907B	10/28/25	11-2-303.8	Asbestos Violation
Car Max San Jose - Store #6072	S700348	San Jose	A64198A	10/6/25	2-1-307	Permit Requirement/Condition Violation
Car Max San Jose - Store #6072	S700348	San Jose	A64198B	10/6/25	8-7-301.1	Gasoline Facility Dispensing Facility Violation
CNE Construction Inc.	S780423	San Jose	A64904A	10/21/25	11-2-401.5	Asbestos Violation
Gas and Shop	C9217	San Jose	A60625A	10/20/25	8-7-301.5	Gasoline Dispensing Facility Violation
Golden Eagle Gas, LLC	C0823	Morgan Hill	A60624A	10/7/25	2-1-307	Permit Requirement/Condition Violation
Greif Recycling San Jose	S779713	San Jose	A64249A	10/2/25	2-1-301	No Authority to Construct and No Permit to Operate
Greif Recycling San Jose	S779713	San Jose	A64249B	10/2/25	2-1-302	No Authority to Construct and No Permit to Operate
Inder Design Build, LLC	S779858	San Jose	A60623A	10/6/25	11-2-401.5	Asbestos Violation
International Disposal Corp of CA	A9013	Milpitas	A64375A	10/21/25	2-6-307	Title V Requirement/Permit Condition Violation
Joseph J. Albanese, Inc.	S780066	Santa Clara	A64202A	10/10/25	11-2-401.5	Asbestos Violation
Santa Clara County Roads & Airports Dept.	B4495	San Jose	A64464A	10/28/25	2-1-307	Permit Requirement/Condition Violation
Luxury Living Homes LLC	S776646	Sunnyvale	A64906A	10/21/25	11-2-401.5	Asbestos Violation
Luxury Living Homes LLC	S776646	Sunnyvale	A64906B	10/21/25	11-2-303:8	Asbestos Violation
South Bay Gunite	S780157	San Jose	A64250A	10/14/25	2-1-301	No Authority to Construct and No Permit to Operate
South Bay Gunite	S780157	San Jose	A64250B	10/14/25	2-1-302	No Authority to Construct and No Permit to Operate
Sunstate Equipment Co., LLC	S200034	San Jose	A60626A	10/30/25	8-7-408	Gasoline Dispensing Facility Violation

Valero Refining Co. SS#7624	D0379	Santa Clara	A64201A	10/10/25	8-7-301.13	Gasoline Dispensing Facility Violation
Valero Refining Co. SS#7624	D0379	Santa Clara	A64201B	10/10/25	8-7-301:6	Gasoline Dispensing Facility Violation
Walker Construction Builders Inc.	S779686	Gilroy	A60622A	10/1/25	11-2-401.5	Asbestos Violation

Solano						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Kaiser Foundation Hospital	A3670	Vallejo	A64488A	10/6/25	2-1-301	No Authority Construct and No Permit to Operate
Kaiser Foundation Hospital	A3670	Vallejo	A64488B	10/6/25	2-1-302	No Authority to Construct and No Permit to Operate
Kaiser Foundation Hospital	A3670	Vallejo	A64489A	10/6/25	2-1-307	Permit Requirement/Condition Violation
Kaiser Foundation Hospital	A3670	Vallejo	A64490A	10/6/25	2-1-307	Permit Requirement/Condition Violation
Kaiser Foundation Hospital	A3670	Vallejo	A64491A	10/6/25	2-1-307	Permit Requirement/Condition Violation
Kaiser Foundation Hospital	A3670	Vallejo	A64492A	10/6/25	2-1-307	Permit Requirement/Condition Violation
Valero Refining Company - California	B2626	Benicia	A63900A	10/22/25	6-1-301	Visible Emissions Violation
Valero Refining Company - California	B2626	Benicia	A63901A	10/3/25	6-1-301	Visible Emissions Violation
Valero Refining Company - California	B2626	Benicia	A63902A	10/21/25	2-6-307	Title V Requirement/Permit Condition Violation
Valero Refining Company - California	B2626	Benicia	A65313A	10/29/25	2-6-307	Title V Requirement/Permit Condition Violation

Sonoma						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Sonoma State University	A1810	Rohnert Park	A64328A	10/14/25	9-7-506	Boiler Emissions Violation
West Payran Shell-Janta Inc.	C9242	Petaluma	A64979A	10/9/25	8-7-408	Gasoline Dispensing Facility Violation
Whitey's TBA Inc. DBA	D0381	Petaluma	A64980A	10/24/25	8-7-408	Gasoline Dispensing Facility Violation

SETTLEMENTS FOR \$10,000 OR MORE REACHED

There were 5 settlements for \$10,000 or more completed in October 2025.

- 1) On October 6, 2025, the Air District reached a settlement with Kinder Morgan Liquids Terminal for \$45,000, regarding the allegations contained in the following 1 Notice of Violation:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A62777A	12/13/23	12/11/23	8-5-322	Storage Tank Violation
A62777B	12/13/23	12/11/23	2-1-307	Permit Requirement/Condition Violation

- 2) On October 6, 2025, the Air District reached a settlement with Tesoro Refining and Marketing Company LLC. for \$372,550, regarding the allegations contained in the following 13 Notices of Violations:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A56450A	5/16/13	2/15/23	1-523.1	Parametric Monitor Violation
A57844A	6/11/24	6/6/24	8-5-322.5	Storage Tank Violation
A60680A	4/24/23	4/30/15	8-7-301.1	Gasoline Dispensing Facility Violation
A60684A	6/1/23	3/20/23	2-1-301	No Authority to Construct and No Permit to Operate
A60684B	6/1/23	8/25/22	2-1-302	No Authority to Construct and No Permit to Operate
A60781A	6/30/22	11/15/21	10	Code of Federal Regulation Violation
A61011A	4/12/22	12/19/22	8-5-320.3	Storage Tank Violation
A61954A	8/18/23	6/13/23	8-5-304.4	Storage Tank Violation
A61955A	12/6/23	6/4/23	2-1-301	No Authority to Construct and No Permit to Operate
A61955B	12/6/23	6/4/23	2-1-302	No Authority to Construct and No Permit to Operate
A61959A	7/25/24	6/7/24	8-5-305.5	Storage Tank Violation
A61960A	7/25/24	4/19/23	8-5-402.1	Storage Tank Violation
A61962A	10/9/24	5/10/17	2-1-301	No Authority to Construct and No Permit to

				Operate
A61962B	10/9/24	5/10/17	2-1-302	No Authority to Construct and No Permit to Operate
A61969A	10/28/24	10/22/24	1-522.4	Continuous Emissions Monitor Violation
A62303A	9/19/22	7/14/14	2-1-301	No Authority to Construct and No Permit to Operate
A62303B	9/19/22	7/14/14	2-1-302	No Authority to Construct and No Permit to Operate

- 3) On October 16, 2025, the Air District reached a settlement with City of Alameda for \$22,000, regarding the allegations contained in the following 2 Notices of Violations:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A62616A	4/22/24	3/28/24	8-34-301.2	Landfill Violation
A62617A	4/22/24	1/8/23	2-1-307	Permit Requirement/Condition Violation

- 4) On October 24, 2025, the Air District reached a settlement with Quikrete Northern California for \$10,000, regarding the allegations contained in the following 1 Notice of Violation:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A62149A	8/4/23	8/20/21	2-1-307	Permit Requirement/Condition Violation

- 5) On October 27, 2025, the Air District reached a settlement with Republic Services of Sonoma County for \$159,000, regarding the allegations contained in the following 3 Notices of Violations:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A61573A	6/28/23	6/22/23	8-34-301.2	Landfill Violation
A61573B	6/28/23	6/22/23	8-34-305.1	Landfill Violation
A61573C	6/28/23	6/22/23	CCR 95464(b)(1)(B) & 95464(c)	California Code of Regulation Violation
A61574A	6/28/23	6/1/22	8-34-301.2	Landfill Violation
A61575A	6/28/23	6/22/23	8-34-303	Landfill Violation

A61575B	6/28/23	6/22/23	CCR17 95465(a)(1)	California Code of Regulation 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: December 3, 2025

Re: Personnel Out-of-State Business Travel Report for September-October 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 a 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 months of September 2025 and October 2025. The following out-of-state business travel activities occurred during the reporting period:

National Association of Clean Air Agencies Fall Membership Meeting, Alexandria, Virginia, October 6-8, 2025 attendees:

- Meredith Bauer, Principal Deputy Executive Officer
- Kelly Crawford, Deputy Executive Officer of Engineering & Compliance
- Philip M. Fine, Ph.D., Executive Officer/Air Pollution Control Officer
- Viet Tran, Deputy Executive Officer of Public Affairs

Dayforce Conference, Las Vegas, Nevada, October 5-9, 2025 attendee:

- Soyeb Palya, Human Resources Analyst II, Human Resources Office

Microsoft Power Platform Community Conference, Las Vegas, Nevada, October 26-31, 2025 attendee:

- Chang Yong Koo, Systems Analyst, Meteorology & Measurements Division

BUDGET CONSIDERATION/FINANCIAL IMPACT

All associated business travel-related costs are covered by the respective division's Fiscal Year Ending 2026 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: December 3, 2025

Re: Authorization of Salary Adjustment for Management Positions

RECOMMENDED ACTION

Authorize y-rating for the following reclassified management positions:

- 6 Assistant Managers;
- 1 Manager; and
- 1 Senior Policy Advisor

BACKGROUND

An Air-District-wide, comprehensive review of classification structures was conducted following the 2023 Human Resources Audit, which identified the need to modernize classification standards and align roles with current operational needs. In response, the Air District engaged Compensation Connections LLC to perform a comprehensive classification and compensation study.

As part of this effort, new and revised management classifications were developed to modernize the structure, reduce overlap, and better align roles with the organization's functions. The updated classifications clarify distinctions in scope, responsibility, and complexity of work while promoting organizational efficiency and lateral mobility. On May 7, 2025, the Board approved changes to the management classifications including revising existing classifications, creating new classifications, and removing outdated classifications. A summary of management classification changes is included as follows:

- Staff Attorney / Staff Attorney Trainee – revised classification
- Assistant Counsel I/II - revised classification
- Senior Assistant Counsel - revised classification
- Manager I – new classification
- Manager II – revised classification
- Senior Manager – new classification
- Officer – new classification
- Director – new classification

- Assistant Deputy Executive Officer – new classification
- Deputy Executive Officer – revised classification

DISCUSSION

As a result of the updated classification approved by the Board of Directors on May 7, 2025, and in accordance with the Administrative Code Division III Personnel Policies & Procedures Section 5.2 and 6.2, Air District staff will be implementing the reclassification of management positions. The following shows a summary of the reclassifications that will be implemented effective January 1, 2026:

Current Classification	Proposed Reclassification	# of Positions
Assistant Counsel I/II	Assistant Counsel I/II	10
Assistant Manager	Manager I	6
Assistant Manager	Manager II	3
Deputy Air Pollution Control Officer	Assistant Deputy Executive Officer	1
Deputy Executive Officer	Deputy Executive Officer	7
Principal Deputy Executive Officer	Principal Deputy Executive Officer	1
Director/Officer	Officer	6
Director/Officer	Director	14
Manager I	Manager I	1
Manager	Manager I	3
Manager	Manager II	41
Manager	Senior Manager	3
Senior Policy Advisor	Manager I	1
Senior Assistant Counsel	Senior Assistant Counsel	2
Staff Attorney	Staff Attorney	1

Certain positions will be reclassified to classifications with lower salary ranges. In accordance with the Administrative Code, such positions are considered for y-rating status. The Administrative Code Division III Personnel Policies & Procedures Section 6.5 states:

Y-Rating refers to a position which has been reclassified to a position having a lower salary range. The incumbent will retain his/her present salary until the appropriate step in the reclassified position is equal to or greater than the incumbent's current salary. A y-rating status must be approved by the APCO and the Board of Directors.

Consistent with this provision, Air District staff is seeking Board approval to apply y-rating status to affected management positions. This ensures that current incumbents maintain their existing base salaries while allowing future progression within the new classification structure once salary alignment is achieved.

The following is a summary of the eight (8) incumbents who are to be y-rated.

<u>Division</u>	<u>Current Classification</u>	<u>Proposed Reclassification</u>	<u>Incumbents</u>
Engineering	Assistant Manager	Manager I	1
Enterprise Technology Solutions	Assistant Manager	Manager I	4
Environmental Justice	Assistant Manager	Manager I	1
External Affairs	Manager	Manager I	1
Environmental Justice	Senior Policy Advisor	Manager I	1

BUDGET CONSIDERATION/FINANCIAL IMPACT

None. The requested action does not create additional positions. Any salary adjustment is included in the Budget Fiscal Year Ending 2026.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

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

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: December 3, 2025

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

RECOMMENDED ACTION

Authorize the Executive Officer/APCO to execute an amendment to Contract No. 2023.083 with Nancy S. Feldman to increase the total not-to-exceed amount of the contract by \$100,000, from \$250,000 to \$350,000, and to extend the term of the contract until June 30, 2026. Ms. Feldman has unique expertise and has been assisting the Air District's Legal Division with training, case management, process improvement, and legal consultation for facility permitting and environmental enforcement actions.

BACKGROUND

Ms. Feldman brings over 30 years of experience at South Coast Air Quality Management District in leading enforcement actions, training air quality litigators and developing and implementing processes and controls for case management. For the past two years, Ms. Feldman has been providing invaluable consultation and direct assistance to train Air District staff, consultation on legal cases, assistance in casework management process improvement, and assistance with revising the Hearing Board rules and other resources. The current contract term ended on June 30, 2025; however, the Air District would like to continue to utilize Ms. Feldman's support. The parties seek additional funds so this work can continue and to extend contract term until June 30, 2026.

DISCUSSION

Over the past four years, eleven attorneys have joined the Air District's Legal Division. The Legal Division's attorneys and non-attorney enforcement staff continue to benefit from Ms. Feldman's training and advice on enforcement work. Ms. Feldman is also assisting with improving enforceability in permits, inspections, and inspection report writing. Additionally, she is helping to update many of the tools used by the Legal Division and the Hearing Board. Therefore, the Air District seeks authorization to

expend additional, budgeted funds for this contract to allow Ms. Feldman to continue to provide these services for the remainder of this fiscal year.

BUDGET CONSIDERATION/FINANCIAL IMPACT

This amendment increases the total not-to-exceed amount of the contract by \$100,000 from \$250,000 to \$350,000. There are sufficient funds to cover the cost of this contract in the Legal Division's Fiscal Year Ending 2026 budget under Program 203 - Legal Enforcement and Penalty Assessment.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Carrie Schilling
Reviewed by: Alexander Crockett

ATTACHMENT(S):

1. Nancy Feldman 2023.083 - Draft Amendment 5
2. Nancy Feldman 2023.083 - Amendment 1
3. Nancy Feldman 2023.083 - Amendment 2
4. Nancy Feldman 2023.083 - Amendment 3
5. Nancy Feldman 2023.083 - Amendment 4
6. Nancy Feldman 2023.083 - Executed Contract

AMENDMENT NO. 5 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2023.083

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, November 6, 2025.

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **Nancy S. Feldman** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for advice and consultation services to the District Counsel's Office regarding the Office's enforcement work (the "Contract"), which Contract was executed on behalf of CONTRACTOR on April 20, 2023, and on behalf of DISTRICT on April 26, 2023.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated October 27, 2023, for reference purposes only, to amend the term and total cost of the Contract.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated January 30, 2024, for reference purposes only, to amend the scope of work, adjust CONTRACTOR's billing rate, and to amend the total cost of the Contract.
4. The PARTIES entered into Amendment No. 3 to the Contract, dated December 19, 2024, for reference purposes only, to amend the term of the Contract.
5. The PARTIES entered into Amendment No. 4 to the Contract, dated May 22, 2025, for reference purposes only, to amend the total cost of the Contract.
6. The PARTIES inadvertently failed to extend the termination date of the Contract, however, it was and is the intent of the PARTIES to continue the Contract beyond the June 30, 2025 termination date. CONTRACTOR has since continued to provide services to DISTRICT, and the PARTIES have maintained and continued their relationship, in accordance with all the terms and conditions of the Contract. Based on their shared intent to continue the Contract beyond the expiration date, the PARTIES hereby ratify actions taken by either party during the expired period that were substantially compliant with the Contract, and agree any actions taken during the expired period in furtherance of the contractual relationship will be treated as subject to the Contract as if it were in effect at the time.

7. The PARTIES seek to amend the term and total cost of the contract because the DISTRICT seeks to continue receiving services from CONTRACTOR prescribed in the Contract and CONTRACTOR desires to provide those services.
8. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

TERMS AND CONDITIONS OF CONTRACT AMENDMENT:

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 4, "Term." The term of the Contract shall be extended so that the termination date of the Contract is now June 30, 2026.
1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, "Payment," of the Contract to replace "\$250,000" with "\$350,000."
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$250,000" with "\$350,000."
3. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment B-3, Cost Schedule, with the attached "Attachment B-4, Cost Schedule" and agree that all references in the Contract to Attachment B, Attachment B-1, Attachment B-2, and Attachment B-3 shall be deemed to refer to Attachment B-4, Cost Schedule.
4. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

NANCY S. FELDMAN

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

By: _____
Nancy S. Feldman
Contractor

Date: _____

Date: _____

Approved as to form:

By: _____
Alexander G. Crockett
General Counsel

ATTACHMENT B-4

COST SCHEDULE

DISTRICT will pay CONTRACTOR at an hourly rate of three hundred twenty five dollars (\$325) per hour for work performed under this CONTRACT.

DISTRICT will also reimburse CONTRACTOR for reasonable and necessary expenses incurred in conjunction with work performed under this contract (e.g., photocopying and messenger expenses), including reasonable travel expenses in accordance with the DISTRICT's travel reimbursement policy attached hereto as Attachment C. Expenses over \$100 must be approved in writing in advance.

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

Total cost of Contract not to exceed \$350,000.

AMENDMENT NO. 1 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2023.083

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, October 27, 2023.

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **Nancy S. Feldman** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for advice and consultation services to the DISTRICT Counsel's Office regarding the Office's enforcement work (the "Contract"), which Contract was executed on behalf of CONTRACTOR on April 20, 2023, and on behalf of DISTRICT on April 26, 2023.
2. The PARTIES seek to amend the term and add funds to the Contract because the DISTRICT seeks to continue receiving services from CONTRACTOR prescribed in the Contract and CONTRACTOR desires to provide those services.
3. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

TERMS AND CONDITIONS OF CONTRACT AMENDMENT:

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 4, "Term." The term of the Contract shall be extended so that the termination date of the Contract is now December 31, 2024.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, "Payment," of the Contract to replace "\$70,00" with "\$95,000."
3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$70,00" with "\$95,000."
4. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment B, Cost Schedule, with the attached "Attachment B-1, Cost Schedule" and agree that all references in the Contract to Attachment B shall be deemed refer to Attachment B-1, Cost Schedule.

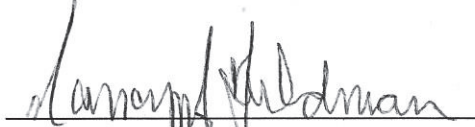
5. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

Nancy S. Feldman

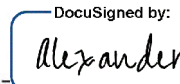
By:  Philip M. Fine
Philip M. Fine
Executive Officer/APCO

By:  Nancy S. Feldman
Nancy S. Feldman
Contractor

Date: 11/28/2023

Date: October 30, 2023

Approved as to form:
District Counsel

By:  Alexander G. Crockett 11/28/2023
Alexander G. Crockett
District Counsel

ATTACHMENT B-1

COST SCHEDULE

DISTRICT will pay CONTRACTOR at an hourly rate of \$298 per hour for work performed under this Contract. DISTRICT will also reimburse CONTRACTOR for reasonable and necessary expenses incurred in conjunction with work performed under this contract (e.g., photocopying and messenger expenses), including reasonable travel expenses in accordance with the DISTRICT's travel reimbursement policy attached hereto as Attachment C. Expenses over \$100 must be approved in writing in advance.

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

Total cost of Contract not to exceed \$95,000.

AMENDMENT NO. 2 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2023.083

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, January 30, 2024.

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **Nancy S. Feldman** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for advice and consultation services to the District Counsel's Office regarding the Office's enforcement work (the "Contract"), which Contract was executed on behalf of CONTRACTOR on April 20, 2023, and on behalf of DISTRICT on April 26, 2023.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated October 27, 2023, for reference purposes only, to amend the term and total cost of the Contract.
3. The PARTIES seek to amend the scope of work, adjust CONTRACTOR's billing rate, and increase the maximum total cost the Contract because the DISTRICT seeks to expand services provided by CONTRACTOR prescribed in the Contract and CONTRACTOR desires to provide those services.
4. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

TERMS AND CONDITIONS OF CONTRACT AMENDMENT:

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, "Payment," of the Contract to replace "\$95,000" with "\$195,000."
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$95,000" with "\$195,000."
3. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment A, Scope of Work, with the attached "Attachment A-1, Scope of Work" and agree that all references in the Contract to Attachment A shall be deemed to refer to Attachment A-1, Scope of Work.
4. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment B-1, Cost Schedule, with the attached "Attachment B-2, Cost Schedule" and agree that all

references in the Contract to Attachment B and Attachment B-1 shall be deemed to refer to Attachment B-2, Cost Schedule.

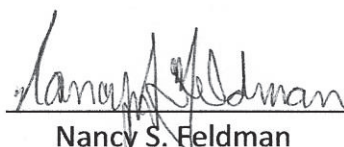
5. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

NANCY S. FELDMAN

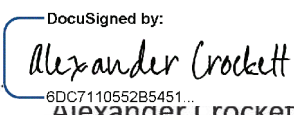
By:  Philip Fine
7314B577922A46A...
Philip M. Fine
Executive Officer/APCO

By:  Nancy S. Feldman
Nancy S. Feldman
Contractor

Date: 2/16/2024

Date: January 31, 2024

Approved as to form:
District Counsel

By:  Alexander Crockett 2/16/2024
6DC7110552B5451...
Alexander Crockett
General Counsel

ATTACHMENT A-1

SCOPE OF WORK

Overview

CONTRACTOR will provide advice and consultation services to the District Counsel's Office regarding the Office's enforcement work. These advice and consultation services will include some or all of the following, as requested by the District Counsel's Office:

Attorney Training:

- Training attorneys on Hearing Board proceedings.
- Training attorneys on techniques for evaluating and prosecuting enforcement cases.

Consultation on Enforcement Cases:

- Advise individual attorneys and management staff on appropriate methodologies for valuing penalty cases.
- Advise individual attorneys and management staff on Hearing Board enforcement cases.
- Monitor Hearing Board hearings to provide assistance and feedback to attorneys presenting cases.
- Advise individual attorneys and management staff on approaches and techniques to address ongoing non-compliance.
- Advise on the development of penalty policies.
- Continue to help evaluate penalty memos and work with attorneys to develop strategies for negotiating settlements.
- Help attorneys enhance coordination with other departments to improve case management and outcomes.
- Evaluate inspector reports and recommend any changes to improve work product and results.
- Provide inspector training, including how to conduct inspections, identify evidence and witnesses, write reports, communicate with the Legal Division, and serve as an effective witness in Hearing Board and court.

- Evaluate and recommend any changes to NOV process to improve work product and results, including but not limited to how NOVs are written and how first contact is made with alleged violator.

Strategic Advice:

- Advise on establishing efficient workflow and case management processes and procedures to assign, manage, and track enforcement cases.
- Advise on the use of outside counsel for enforcement cases.
- Advise on determining the level of attorney personnel resources required for the Air District's volume of enforcement work.
- Help identify areas in District Counsel's Office that may need improvement such as use of support staff, case tracking, and penalty reports.
- Consultation and assistant in developing Policies and Procedures Manual.

Developing Software Solutions and Tools:

- Advise on selecting, developing and implementing software solution for managing and tracking enforcement cases.

Advice on Attorney Hiring:

- Review and provide feedback on applications for attorney positions.
- Participate in interviews of attorney candidates.

Consultation on Permit Engineer Training

- Provide engineer training, including how to write enforceable permit conditions, communicate with applicants, document files, communicate with legal, and serve as an effective witness in Hearing Board and court proceedings.

Assistance in Developing Hearing Board Resources:

- Provide advice and assistance regarding updating the Hearing Board's rules of procedure, and training for Hearing Board members on substance of updated rules once adopted.
- Provide advice and assistance regarding development of the Hearing Board's website to improve transparency and accessibility by making case documentation available electronically.
- Review and revise Hearing Board Clerk's Manual.
- Revise variance and appeal application forms.

- Evaluate legal authority for current level of Hearing Board fees.

ATTACHMENT B-2

COST SCHEDULE

DISTRICT will pay CONTRACTOR at an hourly rate of two hundred ninety-eight dollars (\$298) per hour for work performed under this Contract. Upon execution of this Amendment No. 2 by the PARTIES, DISTRICT will pay CONTRACTOR at an hourly rate of three hundred twenty-five dollars (\$325) hour for work performed under this Contract.

DISTRICT will also reimburse CONTRACTOR for reasonable and necessary expenses incurred in conjunction with work performed under this contract (e.g., photocopying and messenger expenses), including reasonable travel expenses in accordance with the DISTRICT's travel reimbursement policy attached hereto as Attachment C. Expenses over \$100 must be approved in writing in advance.

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

Total cost of Contract not to exceed \$195,000.

AMENDMENT NO. 3 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2023.083

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, December 19, 2024.

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **Nancy S. Feldman** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for advice and consultation services to the District Counsel's Office regarding the Office's enforcement work (the "Contract"), which Contract was executed on behalf of CONTRACTOR on April 20, 2023, and on behalf of DISTRICT on April 26, 2023.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated October 27, 2023, for reference purposes only, to amend the term and total cost of the Contract.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated January 30, 2024, for reference purposes only, to amend the total cost of the Contract.
4. The PARTIES seek to amend the term of the contract because the DISTRICT seeks to continue receiving services from CONTRACTOR prescribed in the Contract and CONTRACTOR desires to provide those services.
5. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

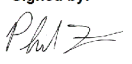
TERMS AND CONDITIONS OF CONTRACT AMENDMENT:

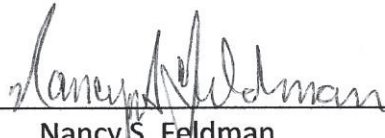
1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 4, "Term." The term of the Contract shall be extended so that the termination date of the Contract is now June 30, 2025.
2. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

NANCY S. FELDMAN

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

By: 
Nancy S. Feldman
Contractor

Date: 12/30/2024

Date: December 23, 2024

Approved as to form:
District Counsel

By:  DocuSigned by:
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Alexander Crockett
General Counsel

AMENDMENT NO. 4 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2023.083

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, May 22, 2025.

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **Nancy S. Feldman** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for advice and consultation services to the District Counsel's Office regarding the Office's enforcement work (the "Contract"), which Contract was executed on behalf of CONTRACTOR on April 20, 2023, and on behalf of DISTRICT on April 26, 2023.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated October 27, 2023, for reference purposes only, to amend the term and total cost of the Contract.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated January 30, 2024, for reference purposes only, to amend the total cost of the Contract.
4. The PARTIES entered into Amendment No. 3 to the Contract, dated December 19, 2024, for reference purposes only, to amend the term of the Contract.
5. The PARTIES seek to amend the total cost of the contract because the DISTRICT seeks to continue receiving services from CONTRACTOR prescribed in the Contract and CONTRACTOR desires to provide those services.
6. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

TERMS AND CONDITIONS OF CONTRACT AMENDMENT:

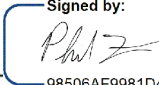
1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, "Payment," of the Contract to replace "\$195,000" with "\$250,000."
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$195,000" with "\$250,000."

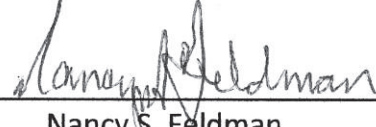
3. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment B-2, Cost Schedule, with the attached "Attachment B-3, Cost Schedule" and agree that all references in the Contract to Attachment B, Attachment B-1, and Attachment B-2 shall be deemed to refer to Attachment B-3, Cost Schedule.
4. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

NANCY S. FELDMAN

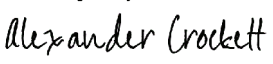
By:  Signed by:
98506AF9981D4CC...
Dr. Philip M. Fine
Executive Officer/APCO

By: 
Nancy S. Feldman
Contractor

Date: 5/29/2025

Date: 5/23/2025

Approved as to form:

By:  DocuSigned by:
6DC7110552B5451...
Alexander G. Crockett
General Counsel 5/27/2025

ATTACHMENT B-3

COST SCHEDULE

DISTRICT will pay CONTRACTOR at an hourly rate of three hundred twenty five dollars (\$325) per hour for work performed under this CONTRACT.

DISTRICT will also reimburse CONTRACTOR for reasonable and necessary expenses incurred in conjunction with work performed under this contract (e.g., photocopying and messenger expenses), including reasonable travel expenses in accordance with the DISTRICT's travel reimbursement policy attached hereto as Attachment C. Expenses over \$100 must be approved in writing in advance.

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

Total cost of Contract not to exceed \$250,000.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

PROFESSIONAL SERVICES CONTRACT

CONTRACT NO. 2023.083

1. **PARTIES** – The parties to this Contract (“Contract”) are the Bay Area Air Quality Management District (“DISTRICT”) whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and **Nancy S. Feldman** (“CONTRACTOR”) whose address is 3508 Sierra Vista Avenue, Glendale, California 91208.
2. **RECITALS**
 - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for services described in the Scope of Work, attached hereto as Attachment A and made a part hereof by this reference. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the services.
 - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
3. **PERFORMANCE REQUIREMENTS**
 - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
 - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
 - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
 - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
 - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
 - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraph D above.
4. **TERM** – The term of this Contract is from the date it is executed by both parties to December 31, 2023, unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.

5. TERMINATION

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

6. INSURANCE

- A. CONTRACTOR shall maintain the following insurance:
 - i) Workers' compensation and employers' liability insurance as required by California law or other applicable statutory requirements.
 - ii) Occurrence-based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each occurrence. Such insurance shall include DISTRICT and its officers, agents, and employees as additional insureds and shall be primary with respect to any insurance maintained by DISTRICT.
 - iii) Automobile liability insurance in such amounts as required by California law. Such insurance shall include coverage for owned, hired, and non-owned vehicles. If CONTRACTOR is a sole proprietor, CONTRACTOR may meet this insurance requirement with personal automobile liability insurance carrying a business use endorsement or by demonstrating to the satisfaction of DISTRICT that business use is covered under the CONTRACTOR's personal automobile liability insurance. A CONTRACTOR using only rental vehicles in performing work under this Contract may meet this insurance requirement by purchasing automobile liability insurance in the required coverage amount from the rental agency.
- B. All insurance shall be placed with insurers acceptable to DISTRICT.
- C. Prior to commencement of work under this Contract, CONTRACTOR shall furnish properly-executed certificates of insurance for all required insurance. Upon request by DISTRICT, CONTRACTOR shall provide a complete copy of any required insurance policy. CONTRACTOR

shall notify DISTRICT in writing thirty (30) days prior to cancellation or modification of any required insurance policy. Any such modifications are subject to pre-approval by DISTRICT.

- D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or to terminate this Contract for breach.

7. INDEMNIFICATION

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

8. PAYMENT

- A. DISTRICT shall pay CONTRACTOR for services in accordance with the terms set forth in the Cost Schedule, which is attached hereto as Attachment B and incorporated herein by this reference.
- B. CONTRACTOR shall submit monthly invoices to DISTRICT for services performed. Each invoice shall specify the total amount for which the invoice is submitted, and shall (i) reference tasks shown in the Scope of Work and the hours associated with same, and (ii) include an itemized list of all expenses for which reimbursement is sought, supported by receipts or other appropriate documentation.
- C. DISTRICT's payment of invoices shall be subject to the following limitations and requirements:
- i) Each invoice, including supporting documentation, shall be prepared in duplicate on CONTRACTOR's letterhead; shall list DISTRICT's contract number, the period covered by the invoice, and the CONTRACTOR's Social Security Number or Federal Employer Identification Number; and shall be submitted to: Bay Area Air Quality Management District, 375 Beale Street, Suite 600, San Francisco, CA 94105, Attn: Contracts Manager.
 - ii) DISTRICT shall not pay interest, fees, handling charges, or the cost of money on the Contract.
 - iii) DISTRICT shall pay CONTRACTOR within thirty (30) calendar days after approval by DISTRICT of an itemized invoice.
- D. The total amount for which DISTRICT may be held liable for the performance of services specified in this Contract shall not exceed \$70,000.

9. DISPUTE RESOLUTION – A party that disputes a notice of breach must first seek mediation to resolve the dispute in accordance with the provisions set forth below.

- A. Upon receipt of a notice of breach of contract, the party may submit a demand for mediation to resolve whether or not a breach occurred. The party must state the basis of the dispute and

- deliver the demand within ten (10) business days of the date of receipt of the notice of breach.
- B. The mediation shall take place at DISTRICT's office at 375 Beale Street, Suite 600, San Francisco, or at such other place as may be mutually agreed upon by the parties and the mediator.
- C. The parties shall make good faith efforts to hold the mediation within thirty (30) days after receipt of the demand for mediation.
- D. Each party shall bear its own mediation costs.
- E. In the event the parties are unable to resolve the dispute, either party may file an action in a court of competent jurisdiction to enforce the Contract.
- F. Maximum recovery under this section shall be limited to \$70,000. The mediation costs shall not reduce the maximum amount recoverable under this section.
10. NOTICES – All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail, facsimile, or regular first class mail. In the case of e-mail and facsimile communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. E-mail and facsimile communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. PST. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

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

CONTRACTOR: Nancy S. Feldman
3508 Sierra Vista Avenue
Glendale, CA 91208

11. ADDITIONAL PROVISIONS – All attachment(s) to this Contract are expressly incorporated herein by this reference and made a part hereof as though fully set forth.
12. EMPLOYEES OF CONTRACTOR
- A. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation, vacation replacements, sick leave, severance pay, and pay for legal holidays.
- B. CONTRACTOR, its officers, employees, agents, or representatives shall not be considered employees or agents of DISTRICT, nor shall CONTRACTOR, its officers, employees, agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by DISTRICT to its employees.
13. CONFIDENTIALITY – In order to carry out the purposes of this Contract, CONTRACTOR may require

access to certain of DISTRICT's confidential information (including trade secrets, inventions, confidential know-how, confidential business information, and other information that DISTRICT considers confidential) (collectively, "Confidential Information"). It is expressly understood and agreed that DISTRICT may designate in a conspicuous manner Confidential Information that CONTRACTOR obtains from DISTRICT, and CONTRACTOR agrees to:

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

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

15. PUBLICATION

- A. DISTRICT shall approve in writing any report or other document prepared by CONTRACTOR in connection with performance under this Contract prior to dissemination or publication of such report or document to a third party. DISTRICT may waive in writing its requirement for prior approval.
- B. Until approved by DISTRICT, any report or other document prepared by CONTRACTOR shall include on each page a conspicuous header, footer, or watermark stating "DRAFT – Not Reviewed or Approved by BAAQMD," unless DISTRICT has waived its requirement for prior approval pursuant to paragraph A of this section.
- C. Information, data, documents, or reports developed by CONTRACTOR for DISTRICT, pursuant to this Contract, shall be part of DISTRICT's public record, unless otherwise indicated.

CONTRACTOR may use or publish, at its own expense, such information, provided DISTRICT approves use of such information in advance. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract.

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

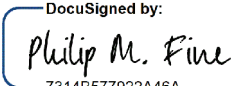
- D. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and shall require compliance with the above.
16. NON-DISCRIMINATION – In the performance of this Contract, CONTRACTOR shall not discriminate in its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

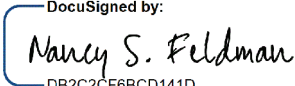
20. ATTORNEYS' FEES – In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.
21. FORCE MAJEURE – Neither DISTRICT nor CONTRACTOR shall be liable for or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the services, or other causes, except financial, that are beyond the reasonable control of DISTRICT or CONTRACTOR, for a period of time equal to the period of such force majeure event, provided that the party failing to perform notifies the other party within fifteen calendar days of discovery of the force majeure event, and provided further that that party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to party's own action or inaction, then such cause shall not excuse that party from performance under this Contract.
22. SEVERABILITY – If a court of competent jurisdiction holds any provision of this Contract to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them will not be affected.
23. HEADINGS – Headings on the sections and paragraphs of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
24. COUNTERPARTS/FACSIMILES/SCANS – This Contract may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same contract. The parties may rely upon a facsimile copy or scanned copy of any party's signature as an original for all purposes.
25. GOVERNING LAW – Any dispute that arises under or relates to this Contract shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Contract, including mediation, shall be San Francisco, California.
26. ENTIRE CONTRACT AND MODIFICATION – This Contract represents the final, complete, and exclusive statement of the agreement between the parties related to CONTRACTOR providing services to DISTRICT and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Contract may only be amended by mutual agreement of the parties in writing and signed by both parties.
27. SURVIVAL OF TERMS – The provisions of sections 7 (Indemnification), 13 (Confidentiality), 14 (Intellectual Property Rights), and 15 (Publication) shall survive the expiration or termination of this Contract.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

NANCY S. FELDMAN

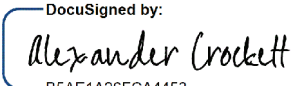
By:  _____
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Philip M. Fine
Executive Officer/APCO

By:  _____
DB2C2CF6BCD141D...
Nancy S. Feldman
Attorney

Date: 4/26/2023 _____

Date: 4/20/2023 _____

Approved as to form:
District Counsel

By:  _____
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Alexander Crockett
District Counsel

ATTACHMENT A

SCOPE OF WORK

Overview

CONTRACTOR will provide advice and consultation services to the District Counsel's Office regarding the Office's enforcement work. These advice and consultation services will include:

Attorney Training:

- Training attorneys on Hearing Board proceedings.
- Training attorneys on techniques for evaluating and prosecuting enforcement cases.

Consultation on Enforcement Cases:

- Advise individual attorneys and management staff on appropriate methodologies for valuing penalty cases.
- Advise individual attorneys and management staff on Hearing Board enforcement cases.
- Advise individual attorneys and management staff on approaches and techniques to address ongoing non-compliance.
- Advise on the development of penalty policies.

Strategic Advice:

- Advise on establishing efficient workflow and case management processes and procedures to assign, manage, and track enforcement cases.
- Advise on the use of outside counsel for enforcement cases.
- Advise on determining the level of attorney personnel resources required for the Air District's volume of enforcement work.

Developing Software Solutions and Tools:

- Advise on selecting, developing and implementing software solution for managing and tracking enforcement cases.

Advice on Attorney Hiring:

- Review and provide feedback on applications for staff and management attorney positions.
- Participate in interviews of attorney candidates.

Assistance in Developing Hearing Board Resources:

- Provide advice and assistance regarding updating the Hearing Board's rules of procedure.
- Provide advice and assistance regarding development of the Hearing Board's website to improve transparency and accessibility by making case documentation available electronically.

ATTACHMENT B

COST SCHEDULE

DISTRICT will pay CONTRACTOR at an hourly rate of \$298 per hour for work performed under this Contract. DISTRICT will also reimburse CONTRACTOR for reasonable and necessary expenses incurred in conjunction with work performed under this contract (e.g., photocopying and messenger expenses), including reasonable travel expenses in accordance with the DISTRICT's travel reimbursement policy attached hereto as Attachment C. Expenses over \$100 must be approved in writing in advance.

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

Total cost of Contract not to exceed \$70,000.

ATTACHMENT C

TRAVEL REIMBURSEMENT POLICY

Contractors who are under agreement with the DISTRICT and who plan to bill the DISTRICT for travel expenses per the terms of their Contract must adhere to this travel reimbursement policy.

GUIDELINES

Making Travel Arrangements

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

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

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

3. Travel Time Charging

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

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: December 3, 2025

Re: Authorization to Amend Contract with Randi Wallach for Legal Support
Services for Grants Programs

RECOMMENDED ACTION

Authorize the Executive Officer/APCO to amend the Air District's contract with Randi Wallach to increase the total not-to-exceed amount of the contract by \$380,000, from \$200,000 to \$580,000, and to extend the end of the contract term from April 1, 2026, to April 1, 2027, for continued legal support services for grants programs.

BACKGROUND

The Air District administers revenue from federal, state, and local sources to issue grants to projects that achieve emissions reductions and reduce exposure to air pollution in communities throughout the Bay Area. Grant funding is awarded through contracts and vouchers to businesses, public agencies, non-profits, and individuals for projects that upgrade equipment and vehicles, transition fleets to zero-emission, and address other community needs, in support of the Air District's mission and Strategic Plan goals.

The Air District administers several grant programs that require specialized legal guidance throughout their funding cycles. There is an ongoing need for legal services, including negotiating terms and conditions with funding sources, guidance on program requirements and policy development, and reviewing and advising on individual grant agreements. These services have been provided by outside contractor, Randi Wallach, up to \$200,000, since execution of Contract No. 2024.054 on April 12, 2024.

This contract was approved as a direct contract under special circumstances without competition because there are no other vendors with the knowledge and expertise required to provide specialized legal work unique to this specific area of California air quality grant programs, and the selected contractor is the only attorney who has the specific knowledge and experience with this Air District's grant programs and legal support requirements.

This contract was amended on April 1, 2025, to extend the term to April 1, 2026, with no cost increase.

The Air District's long-term plan is to bring this work in-house, and the agency has just hired a new staff attorney in the legal division whose focus will be supporting procurements, contracting, and grant-funded programs. Having an in-house attorney dedicated to this work will ultimately be more cost-effective than outsourcing it. However, it will take some time for the new attorney to learn the job and to develop a high level of expertise in the specialized and complex subject matter of air quality grants programs.

This contract extension aims to provide a bridge for ongoing and additional legal support needs across the Air District while the new attorney is coming up to speed. It offers the opportunity for cross-training for the new attorney so they can fully and efficiently take on grant program work going forward.

In addition, the Air District is expecting an increased amount of grants-related work over the next 12 to 18 months, in part because of the new Community Investments Office that is currently being set up to spend penalty funds under the Community Benefits Penalty Funds Policy the Board adopted in May of 2024. There will be a significant amount of grants-related legal work involved in establishing programs and procedures to direct these penalty funds back to local Bay Area communities. This contract amendment will provide additional resources to support that effort.

DISCUSSION

Air District staff recommend amending the contract with Randi Wallach to extend the term from April 1, 2026, to April 1, 2027, and increasing the total value from \$200,000 to \$580,000, to cover expected legal support needs for Air District grant programs. In 2026, the Air District is making significant strides to reimagine incentives programs in alignment with the Strategic Plan. New programs are being developed, while current programs are being updated to meet both the needs of communities and the requirements and expectations of oversight agencies. It is critical to have an attorney readily available who is both experienced with the state's program requirements and the Air District's specific grant program implementation to quickly advise, as needed, on updates to policies and grant agreements.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The hourly rate for this contract is \$350 per hour, which is in line with the rate of recently executed contracts with other independent-contractor attorneys.

Funding for costs related to administration of grant programs, including legal support, is provided by Special Revenue funded by federal, state, and local sources, including but not limited to the California Air Resources Board, Environmental Protection Agency, Department of Motor Vehicles fees, settlement funds, penalty fees, Bay Area Clean Air

Foundation, and the Air District General Fund.

Funding for the additional \$380,000 under this contract is budgeted under multiple divisions in Fiscal Year Ending (FYE) 2026 in Programs 126, 153, 302, 307, 308, 310, 313, 317, 323, 324, and 330, and will also be included in the proposed FYE 2027 budget.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Adriana Koley
Reviewed by: Alona Davis

ATTACHMENT(S):

1. Draft Amendment 2 to Contract No. 2024.054
2. Amendment 1 to Contract No. 2024.054
3. Contract No. 2024.054

AMENDMENT NO. 2 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2024.054

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, December 3, 2025.

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **Randi Wallach** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for legal advice and consultation services to DISTRICT for special projects related to grants and incentives administration (the "Contract"), which Contract was executed on behalf of CONTRACTOR on April 5, 2024, and on behalf of DISTRICT on April 12, 2024.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated March 10, 2025, for reference purposes only, to extend the term of the Contract.
3. The PARTIES seek to amend the term, total cost, and General Description of Services of the Contract because DISTRICT seeks to continue to receive services from CONTRACTOR, and CONTRACTOR desires to continue 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 Section 5, "Term." The term of the Contract shall be extended so that the termination date of the Contract is now April 1, 2027.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph C of Section 9, "Agreement to Provide Services," of the Contract to replace "\$200,000" with "\$580,000."
3. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment A, General Description of Services, with the attached "Attachment A-1, General Description of Services" and agree that all references in the Contract to Attachment A shall be deemed to refer to Attachment A-1, General Description of Services.

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

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

RANDI WALLACH

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

By: _____
Randi Wallach
Attorney

Date: _____

Date: _____

Approved as to form:

By: _____
Alexander G. Crockett
General Counsel

Attachment A-1
General Description of Services

CONTRACTOR shall provide legal advice and consultation services to DISTRICT for special projects related to grants and incentives administration within DISTRICT's Strategic Incentives Division, Technology Implementation Office, Community Investments Office, Environmental Justice Division and for ancillary services related to DISTRICT's grants programs, as identified in Task Order(s) issued under this CONTRACT. CONTRACTOR shall perform all work under this Contract remotely.

DRAFT

AMENDMENT NO. 1 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2024.054

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, March 10, 2025.

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **Randi Wallach** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for legal advice and consultation services to DISTRICT for special projects related to grants and incentives administration (the "Contract"), which Contract was executed on behalf of CONTRACTOR on April 5, 2024, and on behalf of DISTRICT on April 12, 2024.
2. The PARTIES seek to extend the term of the Contract because DISTRICT seeks to continue to receive services from CONTRACTOR, and CONTRACTOR desires to continue to provide those services up to the new term date.
3. In accordance with Section 30 of the Contract, DISTRICT and CONTRACTOR amend the above-entitled Contract as follows:

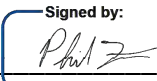
TERMS AND CONDITIONS OF CONTRACT AMENDMENT:

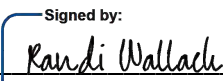
1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 5, "Term." The term of the Contract shall be extended so that the termination date of the Contract is now April 1, 2026.
2. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force 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

RANDI WALLACH

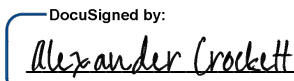
By: 
Dr. Philip M. Fine
Executive Officer/APCO

By: 
Randi Wallach
Attorney

Date: 4/1/2025

Date: 3/20/2025

Approved as to form:

By: 
Alexander G. Crockett
General Counsel

3/31/2025

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

MASTER SERVICES CONTRACT

CONTRACT NO. 2024.054

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 **Randi Wallach** ("CONTRACTOR") whose address is 58 Burt Mill Lane, Stowe, Vermont 05672.
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 April 8, 2024 to April 1, 2025, unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.

6. TERMINATION

- A. The DISTRICT may terminate this Contract at any time, at will, and without specifying any reason, by notifying CONTRACTOR in writing. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of delivery of the notice of termination, and shall be delivered in accordance with the provisions of section 13 below. Immediately upon receipt of the notice of termination, CONTRACTOR shall cease all services under this Contract, except such services as are specified in the notice of termination. CONTRACTOR shall deliver a final invoice for all remaining services performed but not billed, including any services specified in the termination notice, on or before ten (10) business days following the termination date.
- B. Either party may terminate this Contract for breach by the other party.
- i) Failure to perform any agreement or obligation contained in this Contract or failure to complete the services in a satisfactory manner shall constitute a breach of the Contract.
 - ii) The non-breaching party may terminate the Contract by delivery of a written notice of breach. The notice of breach shall specify the date of termination, which shall be no earlier than ten (10) business days from delivery of the notice of breach. In the alternative, at its sole discretion, the non-breaching party may require the breaching party to cure the breach. The notice of breach shall specify the nature of the breach and the date by which such breach must be cured.
 - iii) If CONTRACTOR fails to perform any obligation under this Contract, DISTRICT at its sole discretion, may perform, or cause the performance, of the obligation itself. In that event, DISTRICT shall deduct the costs to perform such obligation and any other costs to cure the breach from the payment otherwise due to CONTRACTOR for work performed under this Contract. DISTRICT's performance hereunder shall not be deemed a waiver or release of any obligation of, or default by, CONTRACTOR under this Contract.
 - iv) The notice of breach shall be provided in accordance with the notice requirements set forth in section 13.
 - v) The non-breaching party reserves all rights under law and equity to enforce this Contract and recover any damages.

7. INSURANCE

- A. CONTRACTOR shall maintain the following insurance:
- i) 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 \$200,000. 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 on CONTRACTOR's letterhead; must list DISTRICT's contract number and task order number; and must be sent electronically by e-mail to DISTRICT's contact person indicated in the Task Order(s).
- 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, or regular first class mail. E-mail 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 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: Karen Schkolnick
E-mail: KScholnick@baaqmd.gov

CONTRACTOR: Randi Wallach
58 Burt Mill Lane
Stowe, Vermont 05672
Attn: Randi Wallach
E-mail: Randi@WallachConsulting.com

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

15. **EMPLOYEES OF CONTRACTOR**

- A. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation leave, vacation replacements, sick leave, severance pay, and pay for legal holidays.
- B. CONTRACTOR, its officers, employees, agents, or representatives shall 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.

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

RANDI WALLACH

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

By: Randi Wallach
Randi Wallach
Attorney

Date: 4/12/2024

Date: 4/5/24

Approved as to form:

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

Attachment A
General Description of Services

CONTRACTOR shall provide legal advice and consultation services to DISTRICT for special projects related to grants and incentives administration within DISTRICT's Strategic Incentives Division and Technology Implementation Office, and for ancillary services related to DISTRICT's grants programs, as identified in Task Order(s) issued under this CONTRACT. CONTRACTOR shall also, pursuant to Task Order(s) issued under this CONTRACT, provide legal services to monitor litigation pending in the DC Circuit Court of Appeals on a temporary basis until DISTRICT staff attorneys can be admitted to that court. CONTRACTOR shall perform all work under this Contract remotely.

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: December 3, 2025

Re: Authorization to Purchase Equipment from Multiple Vendors to Support Air
Monitoring Programs

RECOMMENDED ACTION

1. Authorize the Executive Officer/APCO to purchase:
 - a. Four (4) units of BAM 1020 Beta-Attenuation Mass Monitor and accessories from Met One Instruments, Inc. for an amount not to exceed \$119,040;
 - b. Four (4) units of AE33 Black Carbon Analyzers and accessories from Magee Scientific and purchased through Sonoma Technology, Incorporated for an amount not to exceed \$160,958;
 - c. Six (6) units of 146iQ Gas Calibrators from Thermo Environmental Instruments, LLC for an amount not to exceed \$154,076;
 - d. Four (4) units of 42iQ Nitrogen Dioxide Analyzers from Thermo Environmental Instruments, LLC for an amount not to exceed \$77,461;
 - e. Three (3) units of 49iQ Ozone Analyzers from Thermo Environmental Instruments, LLC for an amount not to exceed \$52,124;
 - f. Three (3) units of 49iQ-Primary Standard Ozone Calibrators from Thermo Environmental Instruments, LLC for an amount not to exceed \$59,744;
 - g. Four (4) units of 43iQ Sulfur Dioxide Analyzers from Thermo Environmental Instruments, LLC for an amount not to exceed \$72,133;
 - h. One-hundred thirty-six (136) units of various i-series parts from Thermo Environmental Instruments, LLC for an amount not to exceed \$141,244;
 - i. One (1) unit of 3783 Ultrafine Particle Counter from TSI, Inc. for an amount not to exceed \$40,504;
 - j. Four (4) units of Teledyne 701H Zero Air System from Teledyne Instruments, Inc. for an amount not to exceed \$56,224; and
 - k. Up to five (5) trailers, four (4) to function as refinery community monitoring stations, and one (1) to function as a portable air monitoring platform to support community monitoring, from Total Trailers in an amount not to exceed \$462,500.

2. Authorize the Executive Officer/APCO to transfer \$67,500 from the Schedule X – Capital Designated Reserves in the FYE 2026 budget to Program Code 812 to support a portion of the proposed purchase of trailers.

BACKGROUND

The Air District performs ambient air monitoring and sampling of criteria pollutants, including to provide long-term ambient air quality data for comparison with National Ambient Air Quality Standards, air monitoring in communities near refineries, and targeted mobile and portable monitoring in communities and near air pollution sources.

Air District staff are seeking approval for multiple purchases to maintain and enhance these monitoring programs.

DISCUSSION

The Air District is seeking to purchase:

a. Four (4) units of BAM 1020 Beta-Attenuation Mass Monitor and accessories from Met One Instruments, Inc. for an amount not to exceed \$119,040

- **Description:** The BAM 1020 Beta Attenuation Mass Monitor manufactured by Met One Instruments, Inc. is a certified Federal Equivalent Method (FEM) instrument, designated as EQPM-0308-170. Met One Instruments, Inc. manufactures these analyzers to meet the specifications codified by federal regulations and employed by ambient air monitoring agencies throughout the country.
- **Procurement Summary:** The Air District maintains a continuous fine particulate matter (PM_{2.5}) network that is, primarily, composed of Met One BAM 1020 monitors. To maintain compliance with federal regulation, ensure uninterrupted operations, measurement consistency, and data continuity, Met One's BAM 1020 as a PM_{2.5} FEM meets all requirements for regulatory monitoring and complements the existing network of PM_{2.5} FEM monitors in the Air District's network and are sourced from this vendor. (Attachment 1)

b. Four (4) units of AE33 Black Carbon Analyzers and accessories manufactured by Magee Scientific and distributed by Sonoma Technology, Incorporated (STI) for an amount not to exceed \$160,958

- **Description:** The AE33 Aethalometer, manufactured by Magee Scientific and distributed by STI, is a state-of-the-art instrument for real-time measurement of black carbon (BC) concentrations in ambient air. It employs a multi-wavelength optical attenuation method to quantify BC and distinguish between fossil fuel and biomass burning sources. The AE33 is widely recognized and utilized by air

quality monitoring agencies and research institutions for its precision, reliability, and compliance with established scientific standards for BC measurement.

- **Procurement Summary:** The Air District operates a network of monitoring stations that require accurate and continuous measurement of BC to support regulatory programs, air quality assessments, and source apportionment studies. The AE33 analyzer from Magee Scientific is the industry standard for BC monitoring and ensures compatibility with existing instrumentation and historical datasets. Procuring these units which are distributed by STI guarantees consistency in data quality, operational reliability, and comparability with the Air District's existing network. (Attachment 2)

c. Six (6) units of 146iQ Gas Calibrators from Thermo Environmental Instruments, LLC for an amount not to exceed \$154,076

- **Description:** The Thermo Scientific 146iQ Gas Calibrator is a precision instrument designed to generate accurate gas concentrations for the calibration of ambient air quality analyzers. It supports multiple gases and dilution configurations, ensuring compliance with United States Environmental Protection Agency (US EPA) calibration requirements for criteria pollutant monitoring. The 146iQ features advanced digital controls, automated sequences, and remote connectivity, making it a reliable and efficient solution for maintaining the accuracy of regulatory air monitoring networks.
- **Procurement Summary:** The Air District operates a network of continuous air monitoring stations that require routine calibration to ensure data accuracy and compliance with federal and state regulations. The upcoming upgrade of the network's data loggers necessitates the use of the Thermo 146iQ Gas Calibrator, which is fully compatible with the upgraded systems and existing Thermo analyzers. This compatibility ensures seamless integration, operational efficiency, and consistency in calibration procedures across the network. Procuring these units from Thermo Environmental Instruments, LLC guarantees technical compatibility, reliability, and adherence to regulatory standards. Based on the need for uniformity, precision, and alignment with the upgraded infrastructure, it is optimal to source these calibrators directly from the manufacturer. (Attachment 3)

d. Four (4) units of 42iQ Nitrogen Dioxide Analyzers from Thermo Environmental Instruments, LLC for an amount not to exceed \$77,461

- **Description:** The Thermo Scientific 42iQ Nitrogen Dioxide (NO₂) Analyzer is a US EPA-designated FEM instrument for measuring ambient NO₂ concentrations. It utilizes chemiluminescence detection technology to provide accurate, real-time measurements of nitrogen oxides (NO, NO₂, and NO_x) in compliance with federal and state air quality monitoring requirements. The 42iQ features advanced digital architecture, enhanced diagnostics, and remote connectivity for improved reliability and operational efficiency.

- **Procurement Summary:** The Air District operates a network of continuous monitoring stations that require precise NO₂ measurements to meet regulatory obligations and support air quality assessments. The 42iQ analyzers are essential for maintaining compliance with US EPA FEM requirements and ensuring data continuity across the network. Procuring these analyzers from Thermo Environmental Instruments, LLC ensures technical consistency, reliability, and adherence to regulatory standards. Based on the need for uniformity, compatibility with existing systems, and continuity of high-quality data, it is optimal to source these analyzers directly from the manufacturer. (Attachment 3)

e. Three (3) units of 49iQ Ozone Analyzers from Thermo Environmental Instruments, LLC for an amount not to exceed \$52,124

- **Description:** The Thermo Scientific 49iQ Ozone Analyzer is a US EPA-designated FEM instrument for measuring ambient ozone (O₃) concentrations. It uses UV photometric technology to provide accurate, real-time ozone measurements in compliance with federal and state air quality monitoring requirements. The 49iQ features advanced digital architecture, enhanced diagnostics, and remote connectivity for improved reliability and operational efficiency.

- **Procurement Summary:** The Air District operates a network of continuous monitoring stations that require precise ozone measurements to meet regulatory obligations and support air quality assessments. The 49iQ analyzers are essential for maintaining compliance with US EPA FEM requirements and ensuring data continuity across the network. Procuring these analyzers from Thermo Environmental Instruments, LLC ensures technical consistency, reliability, and adherence to regulatory standards. Based on the need for uniformity, compatibility with existing systems, and continuity of high-quality data, it is optimal to source these analyzers directly from the manufacturer. (Attachment 3)

f. Three (3) units of 49iQ-PS Ozone Calibrators from Thermo Environmental Instruments, LLC for an amount not to exceed \$59,744

- **Description:** The Thermo Scientific 49iQ-PS Ozone Calibrator is a precision instrument designed to generate accurate ozone concentrations for the calibration and verification of ambient ozone analyzers. It uses ultra-violet photometric technology to ensure compliance with US EPA calibration requirements and supports automated and manual calibration routines. The 49iQ-PS features advanced digital controls, enhanced diagnostics, and remote connectivity for improved reliability and operational efficiency.

- **Procurement Summary:** The Air District operates a network of continuous monitoring stations that require routine calibration of ozone analyzers to maintain data accuracy and regulatory compliance. The 49iQ-PS Ozone Calibrator is fully compatible with the Air District's existing Thermo ozone analyzers and calibration systems, ensuring consistency and operational efficiency. Procuring these units from Thermo Environmental Instruments, LLC guarantees technical compatibility, reliability, and adherence to regulatory standards. Based on the need for uniformity, precision, and continuity of high-quality data across the network, it is optimal to source these calibrators directly from the manufacturer. (Attachment 3)

g. Four (4) units of 43iQ Sulfur Dioxide Analyzers from Thermo Environmental Instruments, LLC for an amount not to exceed \$72,133

- **Description:** The Thermo Scientific 43iQ Sulfur Dioxide (SO₂) Analyzer is a US EPA-designated FEM instrument for measuring ambient SO₂ concentrations. It uses pulsed fluorescence technology to provide accurate, real-time SO₂ measurements in compliance with federal and state air quality monitoring requirements. The 43iQ features advanced digital architecture, enhanced diagnostics, and remote connectivity for improved reliability and operational efficiency.
- **Procurement Summary:** The Air District operates a network of continuous monitoring stations that require precise SO₂ measurements to meet regulatory obligations and support air quality assessments. The 43iQ analyzers are essential for maintaining compliance with US EPA FEM requirements and ensuring data continuity across the network. Procuring these analyzers from Thermo Environmental Instruments, LLC ensures technical consistency, reliability, and adherence to regulatory standards. Based on the need for uniformity, compatibility with existing systems, and continuity of high-quality data, it is optimal to source these analyzers directly from the manufacturer. (Attachment 3)

h. 136 units of various i-series parts from Thermo Environmental Instruments, LLC for an amount not to exceed \$141,244

- **Description:** Thermo's i-series instruments will soon be replaced by the newer iQ series. Given that the majority of the gas instruments in the Air District's air monitoring network are i-series models, it is crucial to order replacement parts before Thermo discontinues them in the near future. This proactive approach ensures that we have sufficient replacement parts to maintain the continued operation of these instruments. By securing these parts, we can avoid potential disruptions and continue to uphold the reliability and accuracy of our air monitoring network.

- **Procurement Summary:** Replacement parts for these assemblies are exclusively available from the manufacturer, Thermo Environmental Instruments LLC. This ensures that all components meet the high-quality standards and specifications required for optimal performance and compatibility. Sourcing parts directly from Thermo will ensure the reliability and longevity of the equipment and will benefit from customer support and warranty services from the manufacturer. (Attachment 4)

i. **One (1) unit of 3783 Ultrafine Particle Counter from TSI, Inc. for an amount not to exceed \$40,504**

- **Description:** The TSI 3783 Ultrafine Particle (UFP) Counter is a high-precision instrument designed to measure particle number concentrations in the ultrafine range. It uses condensation particle counting technology to provide accurate, real-time measurements of ultrafine particles, which are critical for assessing air quality and understanding health impacts associated with particulate matter. The 3783 is widely used in regulatory monitoring, research, and exposure assessment applications for its reliability and compliance with established scientific standards. UFP measurements have been integrated into the Air District's ambient air monitoring network for over a decade.
- **Procurement Summary:** TSI Incorporated is the sole manufacturer producing ultrafine particle counters that meet the specifications for autonomous and continuous monitoring, offering operational efficiency, user-serviceable parts, and high reliability. Currently, the Air District's ultrafine particle instruments are sourced from TSI, who provided consistent support and supplied parts for their equipment for over 10+ years. To ensure uninterrupted operations, measurement consistency, and continuity, this procurement should proceed with TSI, Inc. (Attachment 5)

j. **4 units of Teledyne 701H Zero Air System from Teledyne Instruments, Inc for an amount not to exceed \$56,224**

- **Description:** The Teledyne API Model 701H Zero Air System is designed to provide ultra-pure, hydrocarbon-free zero air for calibrating ambient air quality analyzers. It removes contaminants such as NO, NO₂, SO₂, O₃, and hydrocarbons from the air stream, ensuring accurate and reliable calibration of gas analyzers. The 701H is widely used by regulatory agencies and monitoring networks for its robust performance and compliance with US EPA calibration requirements.

- **Procurement Summary:** Procuring these units from Teledyne Instruments, Inc. guarantees compatibility with existing calibration setups, operational reliability, and adherence to regulatory standards. Based on the need for precision, consistency, and proven performance, it is optimal to source these systems directly from the manufacturer. (Attachment 6)
- k. **Up to five (5) trailers, four (4) to function as refinery community monitoring stations, and one (1) to function as a portable air monitoring platform to support community monitoring, from Total Trailers in an amount not to exceed \$462,500**
- **Description:** Air monitoring stations need to meet proper siting criteria and can be set up in brick-and-mortar facilities or in trailers that are specifically designed to meet the needs of an air monitoring station. The Air District currently operates several regulatory air monitoring stations out of trailers, which allow added flexibility of being able to place them where they are needed. Supporting goals described in the Strategic Plan (Strategy 2.7 Understand Local Air Pollution), the Air District seeks to strengthen refinery community air monitoring by continuing to build out and improve refinery stations in four trailers, as well as support the ongoing development of our community air quality investigations program by building out one portable air monitoring platform in a trailer. In total, we recommend and seek authorization to purchase up to five (5) trailers for air monitoring stations.
 - **Procurement Summary:** Quote requests were sent out to five (5) vendors, and three (3) vendors responded. Identical trailer specifications were discussed with each of the three vendors to ensure comparability between the quality of building materials, heating ventilation and air conditioning (HVAC) system, and interior design. Our recommendation of purchasing trailers from Total Trailers, is based on the best price and a short lead time of five months. (Attachment 7)

BUDGET CONSIDERATION/FINANCIAL IMPACT

The total cost for the purchases is \$1,396,008. Funds totaling \$933,508 for these purchases are included in the budgets for Program Codes 802 for Fiscal Year Ending (FYE) 2026. For the trailer purchases, funds totaling \$395,000 were included in FYE 2026 in Program Codes 810 and 812. The remaining funds (\$67,500) are being requested to be transferred from Schedule X – Capital Designated Reserves.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Jon Bower, Eileen Lek, Jun Liu, Ila Perkins
Reviewed by: Ranyee Chiang

ATTACHMENT(S):

1. Attachment 1 - Met One Beta-Attenuation Mass Monitor Quote
2. Attachment 2 - STI Magee Scientific Black Carbon Analyzers Quote
3. Attachment 3 - Thermo Environmental Instruments Gas Calibrators NO2 Analyzers Quote
4. Attachment 4 - Thermo Environmental Instruments i-Series Parts Quote
5. Attachment 5 - TSI UFP Particle Counter Quote
6. Attachment 6 - Teledyne Zero Air System Quote
7. Attachment 7 - Total Trailers Quote

**Please send Purchase Order by email to the Met One Instruments Order Desk,
orderdesk.moi@acoem.com**

Quotation For

Quote Name	10202025 4 x BAM 1020 BAAQMD	Created Date	10/20/2025
Account Name	BAY AREA AIR QUALITY MANAGEMENT DISTRICT	Expiration Date	11/28/2025
Payment Terms	N30	Quote Number	00046991
Documentation & Handling Please reference Quote Number (Listed above) on the document when ordering			

Quotation Prepared By

Prepared By	Jeff Harrington	Email	jeff.harrington@acoem.com

Billing & Shipping Address

Bill To Name	BAY AREA AIR QUALITY MANAGEMENT DISTRICT	Ship To Name	BAY AREA AIR QUALITY MANAGEMENT DISTRICT
Bill To	375 BEALE STREET SUITE 600 ACCOUNTS PAYABLE SAN FRANCISCO, California 94105 United States	Ship To	3033 Richmond Pkwy, Ste 300 Richmond CA 94806 Richmond, California 94806 United States

Qty	Product Code	Line Item Description	Sales Price	Discount (Percentage)	Total Price
4.00	BAM 1020	BETA-ATTENUATION MASS MONITOR	USD 19,460.00	5.00%	USD 73,948.00
4.00	BX-126	PUMP, MEDO 115VAC ±10%, 60HZ	USD 1,150.00	5.00%	USD 4,370.00
4.00	PM2.5A-FEM-KIT	ACCESSORY KIT, FEM PM 2.5 - BGI VSCC	USD 5,700.00	5.00%	USD 21,660.00
4.00	81120	SMART HEATER ELEMENT REPLACEMENT, BAM 1020, 120VAC	USD 545.00	5.00%	USD 2,071.00
1.00	LOT	MANUALS & CALIBRATION CERTIFICATES	USD 0.00		USD 0.00
1.00	SVC-AIR	Taxes 9.75%	USD 9,949.78		USD 9,949.78
1.00	6340-00	Tariff Fees	USD 2,040.98		USD 2,040.98
1.00	FRT	FREIGHT CHARGES	USD 5,000.00		USD 5,000.00

Totals (Tax excluded)

Grand Total

USD 119,039.76

Terms & Conditions

1. VALIDITY: Quotation will be valid for a period of 60 days from the quote date.
2. Please note the \$200 minimum value for all orders. Thank you for your support.
3. A credit card convenience fee of 3% will be applied to all credit card transactions.

THIS QUOTATION IS SUBJECT TO MET ONE STANDARD TERMS & CONDITIONS OF SALE.

Warranty Terms & Conditions

1. The warranty period for Met One supplied products and systems is 2 years (unless otherwise noted) from date of shipment or that as agreed to by Met One and the customer.
2. Met One warrants that its products will be free from defects in materials and workmanship under normal use and service for the duration of the warranty period.
3. Products which have been repaired or replaced during the warranty period are warranted for the remainder of the unexpired portion of the original warranty period.
4. RA (Return Authorization): Authorization and shipping instructions for the return of any product must be obtained by the purchaser from the Met One service department before returning the product.

Limitation of Warranty

The warranty set forth above does not extend to and shall not apply to:

1. Consumable or expandable items which require replacement during the normal course of operation.
2. Products which have been subject to abuse, misuse, neglect, accident, power reversal or improper installation.
3. Products damaged by improper operation, lightning or excessive power surges.
4. Products which have been repaired or altered by other than Met One authorized personnel, unless purchaser has properly altered or repaired the products in accordance with procedures previously approved in writing by Met One.

Met One offers no other warranties expressed or implied other than the Limited warranty contained herein which gives the purchaser specific legal rights. Met One has no liability for consequential damages. In any case, Met One's entire liability under any provision of this Agreement shall be limited to the amount actually paid by the purchaser for the product.

This Agreement is governed by the laws of the State of Oregon.

Sonoma Technology, Inc.

1450 N. McDowell Blvd., Ste 200
Petaluma, California 94954
(707) 665-9900
druth@sonomatech.com

Quote

BAAQMD - 4x AE33_2510S.517

Bill To

Bay Area AQMD

Attn: Accounts Payable
375 Beale Sreet, Suite 600
San Fransisco, California 94105

Ship To

BAAQMD, Source Test Section
ATTN: Jun Liu
3033 Richmond Pkwy, Ste 300
Richmond, California 94806

Quote Date : 22 Oct 2025

Expiry Date : 22 Nov 2025

Sales person : Dan Ruth

#	Item & Description	Qty	Rate	Amount
1	Aethalometer AE33 (AE-33) Package includes: Aethalometer AE33, one roll filter tape and one cartridge filter installed in instrument, static-dissipative sample tubing (3 m), insect and water trap, flow and leak-test calibration pad, power supply cable, basic fittings set, null modem serial cable, USB stick with operating manual and quick start guide.	4.00	29,600.00	118,400.00
2	PM2.5 inlet (AS-0031) Sharp-Cut Cyclone Inlet, 2.5 µm cut at 5 LPM flowrate (M4110-A) (includes connection fitting)	4.00	2,160.00	8,640.00
3	Filter tape, 10m (AS-0030) Filter Tape Roll for Aethalometer modesl AE33, AE43, AE36, and AE36s, 10 m (M8060-A)	16.00	270.00	4,320.00
4	Cartridge Filter (MC-0049) Cartridge Filter for Aethalometers and TCA08 (M8072)	4.00	35.00	140.00
5	Tariff Surcharge	1.00	14,793.75	14,793.75
			Sub Total	146,293.75
			Richmond, CA 94806 (9.75%)	14,263.64
			Shipping charge	400.00
			Total	\$160,957.39

Terms & Conditions

Shipping Method: FedEx Ground | Shipping Date: 4 - 6 Weeks ARO

PAYMENT TERMS: Net 30 days

VALIDITY: This quotation is valid for 30 days.

DELIVERY: Shipment date and cost shown above is an estimate made at the time of the quotation. Accurate delivery information will be given at the time an order is received and confirmed. All orders will be shipped from Petaluma, CA.



TAXES: If applicable, taxes and fees will be added. Sales tax is calculated according to the destination address. Title and possession to all goods transfers upon delivery to destination. If you have tax exempt status or other exemptions, please provide your certificate of exemption with your order and we will apply those exemptions before issuing the final invoice.

WARRANTY: All Aerosol Magee Scientific instruments are warrantied for a period of one full year from the date of shipment. All other products except consumables are warrantied for 90 days.

EXPORT RESTRICTION: Unauthorized export of products outside of buyer's country is prohibited and will also void our warranty.

PAYMENT OPTIONS:

PAYMENT via ACH:

Bank Name: JPMorgan Chase New York, NY 10017

Bank Routing Number: 044000037

Account Number: 835975969

Account Name: Sonoma Technology - Operating Account

PAYMENT via Check:

Issue check payable to Sonoma Technology, Inc. and send to:

Sonoma Technology, Inc.

1450 N. McDowell Blvd., Suite 200

Petaluma, CA 94954

PAYMENT via Credit Card:

Please contact Dan Ruth (DRuth@sonomatech.com) to schedule a phone call to provide credit card information. For orders over \$5,000, a surcharge of 3.5% will be added.



BAY AREA AIR QUALITY MANAGEMENT

CPQ-00818112

October 29, 2025

BAY AREA AIR QUALITY MANAGEMENT

Jun Liu

Attn: Accounts Payable
375 Beale Street, Suite 600
San Francisco 94105

Jun Liu
BAY AREA AIR QUALITY MANAGEMENT
Attn: Accounts Payable
375 Beale Street, Suite 600
San Francisco 94105

October 29, 2025

BAY AREA AIR QUALITY MANAGEMENT

Please note that freight charges are not included and will be prepaid and added to the invoice unless an account number is provided. Shipments are generally sent via FedEx Ground, unless otherwise specified in advance.

Please be aware that the lead time is subject to change depending on product availability at the time of order.

For order processing, please submit your Purchase Order to:
orders.aqi@thermofisher.com

Regional Sales Manager: Odette Alsen 310-857-9431

Sales Quotation

Quote Number	Version	Quotation Date	Page
CPQ-00818112	1.00	October 29, 2025	3
Lead Time	Payment Terms	Freight Terms	Expiration Date
1 TO 13 WEEKS	Net 30 Days	Origin - Prepay And Add	November 27, 2025
Company Name		Customer Name	
BAY AREA AIR QUALITY MANAGEMENT		Jun Liu	
* See end pages of quote for PO Submission details			

Thermo Environmental Instruments LLC

27 Forge Parkway
Franklin Massachusetts 02038-3135
United States

Customer Info:

Customer Name: Jun Liu

Company Name: BAY AREA AIR QUALITY MANAGEMENT

Address: Attn: Accounts Payable
375 Beale Street, Suite 600
San Francisco 94105

Phone: (858) 500-2909

Email: jliu@baaqmd.gov

To Place an Order

Contact: Environmental Monitoring
Customer Service Franklin

Phone: (866) 282-0430

Fax: (508) 520-2800

Email: orders.aqi@thermofisher.com

Additional instructions, terms
& conditions on last page.

BAY AREA AIR QUALITY MANAGEMENT

Item	Description	Unit Price	Qty	Unit Discount	Total Price
1.0	146IQ-ANBCCN 146IQ-ANBCCN Multigas Calibrator A 100-120 VAC, 50/60 Hz (IEC-A electrical plug; NA) N No I/O B Gas Phase Titration and Photometer C 20 SLPM C 200 SCCM N- None	\$28,188.00	6	\$2,508.73	\$154,075.61
2.0	49IQPS-ANNA 49IQPS-ANNA Ozone UV Photometric Primary Standard Analyzer Measurement Ranges From 0-50 ppb to 0-100 ppm	\$21,860.00	3	\$1,945.54	\$59,743.38
3.0	49IQ-ANBA 49IQ-ANBA Ozone UV Photometric Analyzer Measurement Ranges From 0-50 ppb to 0-100 ppm A 100-120 VAC, 50/60 Hz (IEC-A electrical plug; NA) N No I/O B Internal Ozonator, Manifold, Sample/Cal Valve A Zero Air Source	\$19,072.00	3	\$1,697.41	\$52,123.78
4.0	42IQ-ANANN	\$21,257.00	4	\$1,891.87	\$77,460.51

Sales Quotation

Quote Number	Version	Quotation Date	Page
CPQ-00818112	1.00	October 29, 2025	4
Lead Time	Payment Terms	Freight Terms	Expiration Date
1 TO 13 WEEKS	Net 30 Days	Origin - Prepay And Add	November 27, 2025
Company Name		Customer Name	
BAY AREA AIR QUALITY MANAGEMENT		Jun Liu	
* See end pages of quote for PO Submission details			

Thermo Environmental
Instruments LLC

27 Forge Parkway
Franklin Massachusetts 02038-3135
United States

Item	Description	Unit Price	Qty	Unit Discount	Total Price
	42IQ-ANANN Chemiluminescent NO-NO2-NOx Analyzer Measurement Ranges From 0-50 ppb to 0-100 ppm A 100-120 VAC, 50/60 Hz (IEC-A electrical plug; NA) N No I/O A Molybdenum N No Zero / Span Assembly N None				
5.0	43IQ-ANN 43IQ-ANN SO2 Analyzer Measurement Ranges from 0-50 ppb to 0-100 ppm	\$19,795.00	4	\$1,761.76	\$72,132.98
6.0	Tax 9.75 Tax 9.75	\$40,514.78	1	\$0.00	\$40,514.78
7.0	Estimated shipping Estimated shipping	\$690.00	1	\$0.00	\$690.00
				Accessories/Other Subtotal:	\$497,336.78
				Accessories/Other Discount	- \$40,595.75
				Accessories/Other Total	\$456,741.03

Quote Subtotal:	\$497,336.78
Promotions / Discounts:	- \$40,595.75
Quote total less discounts:	\$456,741.03
Quotation Totals:	\$456,741.03

Sales Quotation

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**Thermo Environmental
Instruments LLC**

27 Forge Parkway
Franklin Massachusetts 02038-3135
United States

Sales tax exemption/resale certificates or direct pay permits must be provided with the order documents, if applicable. If valid sales tax exemption documentation is not provided, buyer shall pay all applicable federal, state and local taxes in addition to the price stated on this quotation.

By signing below, you (i) warrant that you are an authorized representative of your company, (ii) agree that the ThermoEnvironmental Instruments LLC Terms and Conditions of Sale attached hereto (the "Terms and Conditions") shall supersede anypreprinted terms and conditions, in their entirety, contained in any purchase order that your company issues and (iii) the Terms andConditions shall exclusively govern the transaction(s) contemplated hereby.

_____ Signature of authorized company representative	_____ Date	_____ Phone#
_____ Print Name	_____ Title	_____ Email
_____ Model #	_____ Amount + S&H	_____ Purchase Order Number

Competitive finance options are available with fast and simple documentation. Please contact your local sales representative for moreinformation on our lease offerings from Thermo Fisher Financial Services.

This quotation is subject to the terms and conditions on the attachment labeled Thermo Environmental Instruments LLC.Standard Terms and Condition of Sale for Products and Services, which shall constitute the exclusive terms governing the contractsbetween us for your order.

Product lead-times are subject to change.

Above pricing excludes freight charges and/or applicable hazardous materials fee.

Please visit us on the web at www.thermofisher.com for order status, software downloads, manuals, and product literature.

Thermo Environmental Instruments LLC is part of Thermo Fisher Scientific.

TERMS AND CONDITIONS OF SALE FOR PRODUCTS AND SERVICE

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY:

1. GENERAL. Seller hereby offers for sale to the buyer named on the face hereof ("Buyer") the products (the "Products") and services (the "Services") listed on the face hereof on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this agreement ("Agreement") differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not constitute acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products and Services. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

2. PRICE. All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products or Services will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment or delivery of service. All prices are subject to adjustment for the provision, incurrence or performance of any specifications, quantities, raw materials, production costs, shipment or other conditions Seller's original price quotation did not include.

FIRM FIXED SERVICE PRICING: This form of service contract provides for a daily rate for field service which includes travel time, on site labor and living expenses. Air travel and car hire related expenses will be charged in addition to the day rate at cost plus a 10% administration fee. The daily rate represents up to ten (10) hours of work time within the window of 6:00 a.m. to 6:00 p.m. Overtime shall be charged in two hour blocks. Travel time shall be charged at the daily rate and shall be billed in five-hour blocks. Any parts used shall be invoiced at Seller published rates. Work Time shall include all hours that Seller's service personnel are on the Buyer's job site, either working or ready for work and shall be payable at the applicable specified rates. Standby Time shall include all time that Seller's service personnel are available for work at the Buyer's job site, whether on the job site or not, up to a maximum of 12 hours a day, between the hours of 6:00 a.m. and 6:00 p.m., Sunday through Saturday, including holidays if availability has been requested by Buyer. Standby Time shall be paid for at the applicable daily rate; however, Standby Time, as well as Travel Time, preceded and/or followed by Work Time is cumulative in determining Overtime. Travel Time shall include the time spent by Seller's service personnel traveling between their customary headquarters and the Buyer's job site and in returning (including travel occurring on Saturdays, Sundays and holidays). Cancellation of scheduled service shall be subject to a cancellation fee if Seller is not notified at least seven days prior to the scheduled date of service. Radioactive material transfers pricing shall be quoted on an individual basis. Work postponed or suspended by Buyer, due to no fault of Seller, shall be subject to Seller withdrawal and rescheduling, and any costs (including travel time and expenses) incurred by Seller will be charged to the Buyer.

3. TAXES AND OTHER CHARGES. Prices for the Products and Services exclude all sales, use, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products or Services covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction. Buyer shall pay Seller such surcharges, or other fees, in respect of the sale of Products hereunder as Seller deems necessary and appropriate (in Seller's sole, good-faith, reasonable discretion) to account for changes in the cost to product, develop, market, or sell the Products to Buyer hereunder (whether as the result of the imposition of tariffs or otherwise). All such surcharges, or other fees, must be paid by Buyer in accordance with the payment terms set forth herein. Buyer agrees that such surcharges, or other fees, or any termination thereof, shall take effect immediately upon written notice thereof by Seller to Buyer. In the event that Seller's quote and/or order acknowledgement set forth surcharges and/or other fees, those documents shall be considered adequate written notice to Buyer that said surcharges and/or other fees are Buyer's responsibility. Any such surcharges and/or other fees shall not constitute an increase in the price(s) of any Products or services sold under this Agreement.

4. TERMS OF PAYMENT. Seller may invoice Buyer upon shipment or completion of Products and Services for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. International service may require payment in advance. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.

5. DELIVERY; CANCELLATION OR CHANGES BY BUYER; BUYER RESPONSIBILITIES. The Products will be shipped to the destination specified by Buyer, Ex-Works Seller's Manufacturing Facility (for Domestic Orders) and FCA Seller's Manufacturing Facility (for International Orders). Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without the prior written consent of Seller.

Buyer shall provide Seller personnel reasonable access to Buyer's job site as required. Buyer shall cooperate with Seller personnel so that Seller personnel may perform the Services efficiently and without interruption. Seller shall be allowed use of Buyer equipment which Seller personnel deem necessary for performance of service. Buyer shall be responsible for the procurement, installation, and maintenance of all non-Seller communication media including but not limited to telephone and communication equipment for the remote transmission of data.

FOR CONTINUOUS EMISSIONS MONITORING SYSTEMS (CEMS) ONLY: Buyer shall designate a key operator who shall be made a point of contact available to Seller to describe instrument malfunctions to Seller representatives by telephone and who shall be qualified by Seller to perform simple adjustments and corrections as requested by Seller's representatives. If Buyer fails to designate a key operator or to perform

specified Buyer maintenance, Seller shall have the right, in its reasonable discretion and at Buyer's expense, to initiate a service call to perform any actions that any such designee would have otherwise customarily performed. Seller may invoice Buyer at its standard rates for service, travel, labor and parts.

6. TITLE AND RISK OF LOSS. Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to and risk of loss of the Products will pass to Buyer in accordance with trade terms Ex-Works Seller's shipping point; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be. Seller may assist Buyer in arranging transportation of the Products at Buyer's cost. Buyer agrees that such assistance by Seller will not modify the transfer of title herein.

7. WARRANTY. With respect to Products, Seller warrants that on the date of delivery, the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. With respect to Services, Seller warrants that it shall perform the Services in a professional, workmanlike manner. If a period of time is not specified in Seller's product/service documentation, published specifications or package inserts, then the warranty period shall be : for Products, one (1) year from the date of shipment to Buyer; for spare parts, ninety (90) days from the date of shipment; for repaired/refurbished equipment, whether performed at Buyer's site or Seller's site, ninety (90) days or the remainder of the original Product warranty (whichever is latest) (warranty beyond original Product warranty applies to faults repaired or parts replaced, not entire instrument); and for Services, ninety (90) days from the date of delivery (such of the foregoing time periods as may be applicable, the "Warranty Period"). With respect to Products, Seller agrees, during the applicable Warranty Period, to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and/or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions. Then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions hereunder. Consumables and normal wear and tear are expressly excluded from this warranty. With respect to Services, upon receipt, during the applicable Warranty Period, from Buyer, of written notice that any Services fail the limited service warranty set forth herein, Seller shall promptly re-perform such Service or, at Seller's option, grant Buyer a credit for the amount paid by Buyer with respect to such Service.

Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.

In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of or with respect to: (a) use of the Products in a manner for which they were not designed; (b) improper storage and handling of the Products; (c) use of the Products in combination with equipment or software not supplied by Seller (d) shipping damage incurred en route to Buyer's site or because of moving equipment, in which case Seller will promptly provide a cost estimate for repairs to the consignee for filing claims to carriers for shipping damage; (e) flood, lightning, earthquake, tornado, hurricane or fire, bombing, armed conflict, malicious mischief, sabotage or other natural or man-made disasters; (f) physical abuse, misuse, sprinkler damage, electrical surge or abnormal power variation; (g) repairs, maintenance, or modifications made by anyone other than Seller trained personnel or without Seller's supervision and/or approval; (h) relocation and reinstallation of equipment; although upon request Seller will supervise the removing, crating, relocation and reinstallation of equipment at Seller's current service rate; (i) maintenance or replacement of media whatever the reason for loss, failure or damage; (j) the service of non-Seller material or equipment; (k) beta-site or demo support; or (m) service calls made to train operators, repair an equipment malfunction wherein the fault is not with the equipment. Seller reserves the right to make any changes in the design or construction of Seller's instruments. Buyer agrees to allow Seller at Seller's expense to make retrofits or design changes which do not substantially impair performance.

If Seller determines that Products or Services for which Buyer has requested a warranty remedy are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS.

THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPAIR OR REPLACE A DEFECTIVE PRODUCT AND REPERFORM (OR, AT SELLER'S OPTION, CREDIT AMOUNTS PAID WITH RESPECT TO SERVICES) SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT OR DEFECTIVE SERVICES. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT. WARRANTIES EXTEND ONLY TO THE ORIGINAL PURCHASER AND ARE NOT ASSIGNABLE OR OTHERWISE TRANSFERABLE. ANY ASSIGNMENT OR TRANSFER BY BUYER SHALL BE VOID.

8. INDEMNIFICATION

8.1 By Seller. Seller agrees to indemnify, defend and save Buyer, its officer, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("Indemnified Items") arising out of third party claims (i) for injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its

discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN.

8.2 **By Buyer.** Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

9. **SOFTWARE.** With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder.

Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related documentation provided hereunder and all copies and portions thereof.

Certain of the software products provided by Seller may be owned by one or more third parties and licensed to Seller. Accordingly, Seller and Buyer agree that such third parties retain ownership of and title to such software products. The warranty and indemnification provisions set forth herein shall not apply to software products owned by third parties and provided hereunder.

10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 7 ABOVE) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THEREFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) OR SERVICES GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

11. **EXPORT RESTRICTIONS.** Buyer acknowledges that the provision by Seller of products (including components and spare parts), software, services (including warranty services), technology or intellectual property, including technical information supplied by Seller or contained in documents (collectively Items), is subject to applicable export controls of the U.S. government and other jurisdictions, including but not limited to the European Union. These controls may require Seller or Buyer to first obtain a license (or similar requirement) from the relevant authority, or regulatory body. Seller shall not be liable to Buyer for any delay or failure to obtain the licenses or approvals that Seller reasonably believes are necessary. Buyer shall comply with all applicable export laws and regulations. Buyer shall not, without first obtaining from the relevant authority or regulatory body any license required to do so lawfully, export or re-export any Item (either directly or indirectly), to: (i) any restricted or embargoed country or any person or organization whose privilege to participate in exports has been denied or restricted by the applicable authority; or (ii) any person or organization who is involved in improper development or use of nuclear weapons, or of chemical/biological weapons (CBW) or missiles, or in terrorist activities. Buyer agrees not to use any supplied Item in restricted or prohibited activities such as nuclear explosives, unsafeguarded nuclear activities, chemical or biological weapons development, restricted rocket or missile systems, or restricted military purposes. Buyer will, on request (i) promptly provide written information correctly identifying the end user and end use of any Items (including any information as it may relate to a subsequent transfer of such Items by Buyer); and (ii) cooperate fully with Seller in any official or unofficial audit or inspection arising in respect of the Items under applicable export or import control laws or regulations. Buyer will ensure that the customers and end users to whom Buyer re-sells or transfers the Items agree in writing to the provisions of this Section and Buyer covenants to use its best efforts to enforce such provisions against customers and end users. Buyer shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, agents and/or representatives. In addition, failure of Buyer to comply with this Section shall be a material breach of this Agreement and shall entitle Seller to immediately terminate this Agreement. Seller shall be entitled to terminate this Agreement without prior notice if such termination is necessary in order to comply with applicable export laws and regulations.

12. **INSURANCE.** Seller and Buyer will each carry and maintain, at their own expense, insurance to cover their obligations under this Agreement, which at a minimum shall include (1) commercial general liability (public liability) insurance including contractual liability coverage covering bodily injury and property damage with limits of not less than the equivalent of USD 1,000,000 per occurrence and USD 2,000,000 in the aggregate; and (2) any other insurance required by law or regulation. Seller's commercial general liability policy shall include Buyer as an additional insured (to the extent such status is commercially available) only with respect to and to the extent of the insurable liabilities and obligations assumed by Seller under this Agreement.

13. **MISCELLANEOUS.** (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without reference to its choice of law provisions. (c) In the event of any legal proceeding between the Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions

contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (g) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, the Product is intended for research only and is not to be used for any other purpose, including without limitation, unauthorized commercial uses, *in vitro* diagnostic uses, *ex vivo* or *in vivo* therapeutic uses, or any type of consumption by or application to humans or animals. (h) Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. (i) Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (j) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail (or by any nationally or internationally recognized carrier including DHL, FedEx or similar carrier), postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other. (k) Seller's employees will present Buyer at the end of each week, or at the completion of the job if less than one week, a field service report on which will be indicated the number of hours spent and the material used in completing the work. Buyer shall sign the field service report thus signifying approval of the time spent and material expense incurred on this work. If Buyer does not sign report or provide written objection within five (5) business days after receipt then the report shall be deemed as approved. (l) Seller hereby rejects and disclaims any rights of Buyer contained, or obligations imposed upon Seller, in any document provided, referenced or otherwise submitted by Buyer, in each case, that Seller has not expressly included in these [terms and conditions] or a writing manually executed by Seller (including without limitation, any rights of Buyer in respect of designs, specifications, source code or intellectual property, owned, created, developed or licensed, by Seller; any confidentiality obligations imposed on Seller; any rights to items or services not specifically identified in Seller's quotation; any obligation that Seller's products or services conform to any requirement other than Seller's published specifications therefor; any audit rights, inspection (whether of products, documentation, or otherwise) rights, or financial offset rights of Buyer; any penalties or liquidated damages imposed upon Seller; any obligation by Seller to comply with Health Insurance Portability and Accountability Act of 1996 (as amended), Current Good Manufacturing Practice regulations (as amended), the requirements, as amended, of the Customs-Trade Partnership Against Terrorism, or any code of conduct, quality program, information security program, background or drug screening program or other guidelines, programs or policies, in each case, promulgated or required by Buyer; any obligation that Seller comply with any law that, under law, would not otherwise apply to Seller in respect of the transaction(s) contemplated hereby, including without limitation any obligation of Seller to comply with any Federal Acquisition Regulation, Defense Federal Acquisition Regulation, or any other rule, regulation, or policy of any government entity that would only bind Seller by virtue of Seller's assent thereto, in each case regardless of whether identified as such; any obligation that Seller contract with any third party on any particular terms; any requirement that Seller inspect, audit, or otherwise oversee any third party; any right of Buyer to withhold all, or any portion, of the purchase price of any products or services provided hereunder for any period of time; any right of Buyer to return, or condition acceptance of, any products or services on any basis other than compliance with Seller's acceptance criteria; any right of Buyer, itself or through any third party, to remediate any defects in, replace or re-perform, any products or services provided hereunder at Seller's cost or expense; any obligation that Seller procure or maintain insurance coverage on any specific terms (including without limitation as to type, quality, amount, waiver of subrogation, or additional insureds); any requirement that Seller personnel bind themselves in their personal capacities; any requirement that Seller or its personnel execute any additional instrument as a condition to Seller's performance hereunder; any obligation of Seller that would impair, restrict or prohibit Seller's ability to freely conduct any business with any person or in any geography or market; any early-payment, or other, discount; any obligation of Seller to maintain a supply of spares, or otherwise make any services available, for any particular period of time; any representation, warranty or other obligation of Seller to provide pricing comparable to, or more favorable than, the pricing that Seller provides to others; any restriction of, or prohibition on, Seller's ability to modify, change or discontinue any of its products, processes or services; or any waiver by Seller of any right to enforce any of the terms hereof).



BAY AREA AIR QUALITY MANAGEMENT

CPQ-00818669

October 27, 2025

BAY AREA AIR QUALITY MANAGEMENT

Jun Liu

Attn: Accounts Payable
375 Beale Street, Suite 600
San Francisco 94105

Jun Liu
BAY AREA AIR QUALITY MANAGEMENT
Attn: Accounts Payable
375 Beale Street, Suite 600
San Francisco 94105

October 27, 2025

BAY AREA AIR QUALITY MANAGEMENT

Please note that freight charges are not included and will be prepaid and added to the invoice unless an account number is provided. Shipments are generally sent via FedEx Ground, unless otherwise specified in advance.

Please be aware that the lead time is subject to change depending on product availability at the time of order.

For order processing, please submit your Purchase Order to:
orders.aqi@thermofisher.com

Regional Sales Manager: Odette Alsen 310-857-9431

Sales Quotation

Quote Number	Version	Quotation Date	Page
CPQ-00818669	1.00	October 27, 2025	3
Lead Time	Payment Terms	Freight Terms	Expiration Date
1 TO 13 WEEKS ARO	Net 30 Days	Origin - Prepay And Add	November 27, 2025
Company Name		Customer Name	
BAY AREA AIR QUALITY MANAGEMENT		Jun Liu	
* See end pages of quote for PO Submission details			

Thermo Environmental Instruments LLC

27 Forge Parkway
Franklin Massachusetts 02038-3135
United States

Customer Info:

Customer Name: Jun Liu

Company Name: BAY AREA AIR QUALITY MANAGEMENT

Address: Attn: Accounts Payable
375 Beale Street, Suite 600
San Francisco 94105

Phone: (858) 500-2909

Email: jliu@baaqmd.gov

To Place an Order

Contact: Environmental Monitoring
Customer Service Franklin

Phone: (866) 282-0430

Fax: (508) 520-2800

Email: orders.aqi@thermofisher.com

Additional instructions, terms
& conditions on last page.

BAY AREA AIR QUALITY MANAGEMENT

Item	Description	Unit Price	Qty	Total Price
1.0	113982-00 113982-00 ASSY, PERMEATION DRYER	\$1,339.00	6	\$8,034.00
2.0	101681-00 101681-00 ASSY, PWR SPLY W/O Cbls	\$635.00	5	\$3,175.00
3.0	102648-01 102648-01 ASSY,REACT CMB,SPARE PART 42I	\$1,539.00	5	\$7,695.00
4.0	9269 9269 ASSY MOLY CONVERTER W/FITTINGS	\$1,776.00	4	\$7,104.00

Sales Quotation

Quote Number	Version	Quotation Date	Page
CPQ-00818669	1.00	October 27, 2025	4
Lead Time	Payment Terms	Freight Terms	Expiration Date
1 TO 13 WEEKS ARO	Net 30 Days	Origin - Prepay And Add	November 27, 2025
Company Name		Customer Name	
BAY AREA AIR QUALITY MANAGEMENT		Jun Liu	
* See end pages of quote for PO Submission details			

Thermo Environmental Instruments LLC

27 Forge Parkway
Franklin Massachusetts 02038-3135
United States

Item	Description	Unit Price	Qty	Total Price
5.0	109604-00 109604-00 Kit, FIELD RPLCMT,HTR,120v,60W	\$538.00	4	\$2,152.00
6.0	106066-00 106066-00 MDL 42 HAMAMATSU PMT	\$2,672.00	4	\$10,688.00
7.0	101680-00 101680-00 ASSY, SCRUBBER AMMONIA	\$169.00	8	\$1,352.00
8.0	101390-00 101390-00 ASSY, SOLENOID (I-SERIES)-193&Part GA	\$648.00	8	\$5,184.00
9.0	101620-00 101620-00 ASSY, OZONATOR FLOW SWITCH(42I	\$340.00	5	\$1,700.00
10.0	7361 7361 SOURCE, IR (48)	\$155.00	30	\$4,650.00
11.0	101021-00 101021-00 ASSY, FLOW TRANSDUCER	\$597.00	4	\$2,388.00
12.0	100536-01 100536-01 ASSY, PCB, 42i MEAS INTFC BD	\$948.00	4	\$3,792.00

Sales Quotation

Quote Number	Version	Quotation Date	Page
CPQ-00818669	1.00	October 27, 2025	5
Lead Time	Payment Terms	Freight Terms	Expiration Date
1 TO 13 WEEKS ARO	Net 30 Days	Origin - Prepay And Add	November 27, 2025
Company Name		Customer Name	
BAY AREA AIR QUALITY MANAGEMENT		Jun Liu	
* See end pages of quote for PO Submission details			

Thermo Environmental Instruments LLC

27 Forge Parkway
Franklin Massachusetts 02038-3135
United States

Item	Description	Unit Price	Qty	Total Price
13.0	9995 9995 ASSY, PMT/COOLER	\$2,296.00	4	\$9,184.00
14.0	101023-00 101023-00 ASSY, PRESSURE TRANSDUCER	\$477.00	6	\$2,862.00
15.0	102055-00 102055-00 ASSY, FLOW TRANS BYPASS OPT	\$843.00	8	\$6,744.00
16.0	100868-00 100868-00 ASSY, 48I MEASUREMENT INTFC BD	\$1,734.00	5	\$8,670.00
17.0	101703-01 101703-01 ASSY,MOTOR WHEEL 48I STANDARD	\$2,337.00	6	\$14,022.00
18.0	9973 9973 OZONATOR ASSEMBLY	\$1,084.00	2	\$2,168.00
19.0	101780-00 101780-00 ASSY, DETECTOR	\$2,350.00	6	\$14,100.00
20.0	120129-00 120129-00 ASSY, UV DETECTOR, TESTED, 49i	\$1,488.00	5	\$7,440.00

Sales Quotation

Quote Number	Version	Quotation Date	Page
CPQ-00818669	1.00	October 27, 2025	6
Lead Time	Payment Terms	Freight Terms	Expiration Date
1 TO 13 WEEKS ARO	Net 30 Days	Origin - Prepay And Add	November 27, 2025
Company Name		Customer Name	
BAY AREA AIR QUALITY MANAGEMENT		Jun Liu	
* See end pages of quote for PO Submission details			

Thermo Environmental
Instruments LLC

27 Forge Parkway
Franklin Massachusetts 02038-3135
United States

Item	Description	Unit Price	Qty	Total Price
21.0	102554-00 102554-00	\$688.00	2	\$1,376.00
22.0	8540 8540 LAMP, PHOTOMETER (49)	\$771.00	5	\$3,855.00
23.0	Tax 9.75 Tax 9.75	\$12,512.66	1	\$12,512.66
24.0	Estimated shipping Estimated shipping	\$396.00	1	\$396.00
Accessories/Other Subtotal: \$141,243.66				
Accessories/Other Total \$141,243.66				

Quote Subtotal: \$141,243.66

Quotation Totals: \$141,243.66

Sales tax exemption/resale certificates or direct pay permits must be provided with the order documents, if applicable. If valid sales tax exemption documentation is not provided, buyer shall pay all applicable federal, state and local taxes in addition to the price stated on this quotation.

By signing below, you (i) warrant that you are an authorized representative of your company, (ii) agree that the ThermoEnvironmental Instruments LLC Terms and Conditions of Sale attached hereto (the "Terms and Conditions") shall supersede anypreprinted terms and conditions, in their entirety, contained in any purchase order that your company issues and (iii) the Terms andConditions shall exclusively govern the transaction(s) contemplated hereby.

_____ Signature of authorized company representative	_____ Date	_____ Phone#
_____ Print Name	_____ Title	_____ Email
_____ Model #	_____ Amount + S&H	_____ Purchase Order Number

Competitive finance options are available with fast and simple documentation. Please contact your local sales representative for moreinformation on our lease offerings from Thermo Fisher Financial Services.

This quotation is subject to the terms and conditions on the attachment labeled Thermo Environmental Instruments LLC.Standard Terms and Condition of Sale for Products and Services, which shall constitute the exclusive terms governing the contractsbetween us for your order.

Product lead-times are subject to change.

Above pricing excludes freight charges and/or applicable hazardous materials fee.

Please visit us on the web at www.thermofisher.com for order status, software downloads, manuals, and product literature.

Thermo Environmental Instruments LLC is part of Thermo Fisher Scientific.

TERMS AND CONDITIONS OF SALE FOR PRODUCTS AND SERVICE

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY:

1. GENERAL. Seller hereby offers for sale to the buyer named on the face hereof ("Buyer") the products (the "Products") and services (the "Services") listed on the face hereof on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this agreement ("Agreement") differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not constitute acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products and Services. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

2. PRICE. All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products or Services will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment or delivery of service. All prices are subject to adjustment for the provision, incurrence or performance of any specifications, quantities, raw materials, production costs, shipment or other conditions Seller's original price quotation did not include.

FIRM FIXED SERVICE PRICING: This form of service contract provides for a daily rate for field service which includes travel time, on site labor and living expenses. Air travel and car hire related expenses will be charged in addition to the day rate at cost plus a 10% administration fee. The daily rate represents up to ten (10) hours of work time within the window of 6:00 a.m. to 6:00 p.m. Overtime shall be charged in two hour blocks. Travel time shall be charged at the daily rate and shall be billed in five-hour blocks. Any parts used shall be invoiced at Seller published rates. Work Time shall include all hours that Seller's service personnel are on the Buyer's job site, either working or ready for work and shall be payable at the applicable specified rates. Standby Time shall include all time that Seller's service personnel are available for work at the Buyer's job site, whether on the job site or not, up to a maximum of 12 hours a day, between the hours of 6:00 a.m. and 6:00 p.m., Sunday through Saturday, including holidays if availability has been requested by Buyer. Standby Time shall be paid for at the applicable daily rate; however, Standby Time, as well as Travel Time, preceded and/or followed by Work Time is cumulative in determining Overtime. Travel Time shall include the time spent by Seller's service personnel traveling between their customary headquarters and the Buyer's job site and in returning (including travel occurring on Saturdays, Sundays and holidays). Cancellation of scheduled service shall be subject to a cancellation fee if Seller is not notified at least seven days prior to the scheduled date of service. Radioactive material transfers pricing shall be quoted on an individual basis. Work postponed or suspended by Buyer, due to no fault of Seller, shall be subject to Seller withdrawal and rescheduling, and any costs (including travel time and expenses) incurred by Seller will be charged to the Buyer.

3. TAXES AND OTHER CHARGES. Prices for the Products and Services exclude all sales, use, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products or Services covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction. Buyer shall pay Seller such surcharges, or other fees, in respect of the sale of Products hereunder as Seller deems necessary and appropriate (in Seller's sole, good-faith, reasonable discretion) to account for changes in the cost to product, develop, market, or sell the Products to Buyer hereunder (whether as the result of the imposition of tariffs or otherwise). All such surcharges, or other fees, must be paid by Buyer in accordance with the payment terms set forth herein. Buyer agrees that such surcharges, or other fees, or any termination thereof, shall take effect immediately upon written notice thereof by Seller to Buyer. In the event that Seller's quote and/or order acknowledgement set forth surcharges and/or other fees, those documents shall be considered adequate written notice to Buyer that said surcharges and/or other fees are Buyer's responsibility. Any such surcharges and/or other fees shall not constitute an increase in the price(s) of any Products or services sold under this Agreement.

4. TERMS OF PAYMENT. Seller may invoice Buyer upon shipment or completion of Products and Services for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. International service may require payment in advance. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.

5. DELIVERY; CANCELLATION OR CHANGES BY BUYER; BUYER RESPONSIBILITIES. The Products will be shipped to the destination specified by Buyer, Ex-Works Seller's Manufacturing Facility (for Domestic Orders) and FCA Seller's Manufacturing Facility (for International Orders). Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without the prior written consent of Seller.

Buyer shall provide Seller personnel reasonable access to Buyer's job site as required. Buyer shall cooperate with Seller personnel so that Seller personnel may perform the Services efficiently and without interruption. Seller shall be allowed use of Buyer equipment which Seller personnel deem necessary for performance of service. Buyer shall be responsible for the procurement, installation, and maintenance of all non-Seller communication media including but not limited to telephone and communication equipment for the remote transmission of data.

FOR CONTINUOUS EMISSIONS MONITORING SYSTEMS (CEMS) ONLY: Buyer shall designate a key operator who shall be made a point of contact available to Seller to describe instrument malfunctions to Seller representatives by telephone and who shall be qualified by Seller to perform simple adjustments and corrections as requested by Seller's representatives. If Buyer fails to designate a key operator or to perform

specified Buyer maintenance, Seller shall have the right, in its reasonable discretion and at Buyer's expense, to initiate a service call to perform any actions that any such designee would have otherwise customarily performed. Seller may invoice Buyer at its standard rates for service, travel, labor and parts.

6. TITLE AND RISK OF LOSS. Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to and risk of loss of the Products will pass to Buyer in accordance with trade terms Ex-Works Seller's shipping point; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be. Seller may assist Buyer in arranging transportation of the Products at Buyer's cost. Buyer agrees that such assistance by Seller will not modify the transfer of title herein.

7. WARRANTY. With respect to Products, Seller warrants that on the date of delivery, the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. With respect to Services, Seller warrants that it shall perform the Services in a professional, workmanlike manner. If a period of time is not specified in Seller's product/service documentation, published specifications or package inserts, then the warranty period shall be : for Products, one (1) year from the date of shipment to Buyer; for spare parts, ninety (90) days from the date of shipment; for repaired/refurbished equipment, whether performed at Buyer's site or Seller's site, ninety (90) days or the remainder of the original Product warranty (whichever is latest) (warranty beyond original Product warranty applies to faults repaired or parts replaced, not entire instrument); and for Services, ninety (90) days from the date of delivery (such of the foregoing time periods as may be applicable, the "Warranty Period"). With respect to Products, Seller agrees, during the applicable Warranty Period, to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and/or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions. Then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions hereunder. Consumables and normal wear and tear are expressly excluded from this warranty. With respect to Services, upon receipt, during the applicable Warranty Period, from Buyer, of written notice that any Services fail the limited service warranty set forth herein, Seller shall promptly re-perform such Service or, at Seller's option, grant Buyer a credit for the amount paid by Buyer with respect to such Service.

Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.

In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of or with respect to: (a) use of the Products in a manner for which they were not designed; (b) improper storage and handling of the Products; (c) use of the Products in combination with equipment or software not supplied by Seller (d) shipping damage incurred en route to Buyer's site or because of moving equipment, in which case Seller will promptly provide a cost estimate for repairs to the consignee for filing claims to carriers for shipping damage; (e) flood, lightning, earthquake, tornado, hurricane or fire, bombing, armed conflict, malicious mischief, sabotage or other natural or man-made disasters; (f) physical abuse, misuse, sprinkler damage, electrical surge or abnormal power variation; (g) repairs, maintenance, or modifications made by anyone other than Seller trained personnel or without Seller's supervision and/or approval; (h) relocation and reinstallation of equipment; although upon request Seller will supervise the removing, crating, relocation and reinstallation of equipment at Seller's current service rate; (i) maintenance or replacement of media whatever the reason for loss, failure or damage; (j) the service of non-Seller material or equipment; (k) beta-site or demo support; or (m) service calls made to train operators, repair an equipment malfunction wherein the fault is not with the equipment. Seller reserves the right to make any changes in the design or construction of Seller's instruments. Buyer agrees to allow Seller at Seller's expense to make retrofits or design changes which do not substantially impair performance.

If Seller determines that Products or Services for which Buyer has requested a warranty remedy are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS.

THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPAIR OR REPLACE A DEFECTIVE PRODUCT AND REPERFORM (OR, AT SELLER'S OPTION, CREDIT AMOUNTS PAID WITH RESPECT TO SERVICES) SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT OR DEFECTIVE SERVICES. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT. WARRANTIES EXTEND ONLY TO THE ORIGINAL PURCHASER AND ARE NOT ASSIGNABLE OR OTHERWISE TRANSFERABLE. ANY ASSIGNMENT OR TRANSFER BY BUYER SHALL BE VOID.

8. INDEMNIFICATION

8.1 By Seller. Seller agrees to indemnify, defend and save Buyer, its officer, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("Indemnified Items") arising out of third party claims (i) for injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its

discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN.

8.2 **By Buyer.** Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

9. **SOFTWARE.** With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder.

Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related documentation provided hereunder and all copies and portions thereof.

Certain of the software products provided by Seller may be owned by one or more third parties and licensed to Seller. Accordingly, Seller and Buyer agree that such third parties retain ownership of and title to such software products. The warranty and indemnification provisions set forth herein shall not apply to software products owned by third parties and provided hereunder.

10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 7 ABOVE) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THEREFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) OR SERVICES GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

11. **EXPORT RESTRICTIONS.** Buyer acknowledges that the provision by Seller of products (including components and spare parts), software, services (including warranty services), technology or intellectual property, including technical information supplied by Seller or contained in documents (collectively Items), is subject to applicable export controls of the U.S. government and other jurisdictions, including but not limited to the European Union. These controls may require Seller or Buyer to first obtain a license (or similar requirement) from the relevant authority, or regulatory body. Seller shall not be liable to Buyer for any delay or failure to obtain the licenses or approvals that Seller reasonably believes are necessary. Buyer shall comply with all applicable export laws and regulations. Buyer shall not, without first obtaining from the relevant authority or regulatory body any license required to do so lawfully, export or re-export any Item (either directly or indirectly), to: (i) any restricted or embargoed country or any person or organization whose privilege to participate in exports has been denied or restricted by the applicable authority; or (ii) any person or organization who is involved in improper development or use of nuclear weapons, or of chemical/biological weapons (CBW) or missiles, or in terrorist activities. Buyer agrees not to use any supplied Item in restricted or prohibited activities such as nuclear explosives, unsafeguarded nuclear activities, chemical or biological weapons development, restricted rocket or missile systems, or restricted military purposes. Buyer will, on request (i) promptly provide written information correctly identifying the end user and end use of any Items (including any information as it may relate to a subsequent transfer of such Items by Buyer); and (ii) cooperate fully with Seller in any official or unofficial audit or inspection arising in respect of the Items under applicable export or import control laws or regulations. Buyer will ensure that the customers and end users to whom Buyer re-sells or transfers the Items agree in writing to the provisions of this Section and Buyer covenants to use its best efforts to enforce such provisions against customers and end users. Buyer shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, agents and/or representatives. In addition, failure of Buyer to comply with this Section shall be a material breach of this Agreement and shall entitle Seller to immediately terminate this Agreement. Seller shall be entitled to terminate this Agreement without prior notice if such termination is necessary in order to comply with applicable export laws and regulations.

12. **INSURANCE.** Seller and Buyer will each carry and maintain, at their own expense, insurance to cover their obligations under this Agreement, which at a minimum shall include (1) commercial general liability (public liability) insurance including contractual liability coverage covering bodily injury and property damage with limits of not less than the equivalent of USD 1,000,000 per occurrence and USD 2,000,000 in the aggregate; and (2) any other insurance required by law or regulation. Seller's commercial general liability policy shall include Buyer as an additional insured (to the extent such status is commercially available) only with respect to and to the extent of the insurable liabilities and obligations assumed by Seller under this Agreement.

13. **MISCELLANEOUS.** (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without reference to its choice of law provisions. (c) In the event of any legal proceeding between the Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions

contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (g) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, the Product is intended for research only and is not to be used for any other purpose, including without limitation, unauthorized commercial uses, *in vitro* diagnostic uses, *ex vivo* or *in vivo* therapeutic uses, or any type of consumption by or application to humans or animals. (h) Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. (i) Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (j) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail (or by any nationally or internationally recognized carrier including DHL, FedEx or similar carrier), postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other. (k) Seller's employees will present Buyer at the end of each week, or at the completion of the job if less than one week, a field service report on which will be indicated the number of hours spent and the material used in completing the work. Buyer shall sign the field service report thus signifying approval of the time spent and material expense incurred on this work. If Buyer does not sign report or provide written objection within five (5) business days after receipt then the report shall be deemed as approved. (l) Seller hereby rejects and disclaims any rights of Buyer contained, or obligations imposed upon Seller, in any document provided, referenced or otherwise submitted by Buyer, in each case, that Seller has not expressly included in these [terms and conditions] or a writing manually executed by Seller (including without limitation, any rights of Buyer in respect of designs, specifications, source code or intellectual property, owned, created, developed or licensed, by Seller; any confidentiality obligations imposed on Seller; any rights to items or services not specifically identified in Seller's quotation; any obligation that Seller's products or services conform to any requirement other than Seller's published specifications therefor; any audit rights, inspection (whether of products, documentation, or otherwise) rights, or financial offset rights of Buyer; any penalties or liquidated damages imposed upon Seller; any obligation by Seller to comply with Health Insurance Portability and Accountability Act of 1996 (as amended), Current Good Manufacturing Practice regulations (as amended), the requirements, as amended, of the Customs-Trade Partnership Against Terrorism, or any code of conduct, quality program, information security program, background or drug screening program or other guidelines, programs or policies, in each case, promulgated or required by Buyer; any obligation that Seller comply with any law that, under law, would not otherwise apply to Seller in respect of the transaction(s) contemplated hereby, including without limitation any obligation of Seller to comply with any Federal Acquisition Regulation, Defense Federal Acquisition Regulation, or any other rule, regulation, or policy of any government entity that would only bind Seller by virtue of Seller's assent thereto, in each case regardless of whether identified as such; any obligation that Seller contract with any third party on any particular terms; any requirement that Seller inspect, audit, or otherwise oversee any third party; any right of Buyer to withhold all, or any portion, of the purchase price of any products or services provided hereunder for any period of time; any right of Buyer to return, or condition acceptance of, any products or services on any basis other than compliance with Seller's acceptance criteria; any right of Buyer, itself or through any third party, to remediate any defects in, replace or re-perform, any products or services provided hereunder at Seller's cost or expense; any obligation that Seller procure or maintain insurance coverage on any specific terms (including without limitation as to type, quality, amount, waiver of subrogation, or additional insureds); any requirement that Seller personnel bind themselves in their personal capacities; any requirement that Seller or its personnel execute any additional instrument as a condition to Seller's performance hereunder; any obligation of Seller that would impair, restrict or prohibit Seller's ability to freely conduct any business with any person or in any geography or market; any early-payment, or other, discount; any obligation of Seller to maintain a supply of spares, or otherwise make any services available, for any particular period of time; any representation, warranty or other obligation of Seller to provide pricing comparable to, or more favorable than, the pricing that Seller provides to others; any restriction of, or prohibition on, Seller's ability to modify, change or discontinue any of its products, processes or services; or any waiver by Seller of any right to enforce any of the terms hereof).



TSI Incorporated
500 Cardigan Road
Shoreview, MN 55126
USA
EIN 41-0843524

Tel: (800)680-1220
Fax: (651)490-3824
Web: www.TSI.com
Email: orders@TSI.com

Page 1 of 2

Quotation

Quote Contact

Jun Liu
Tel: +1 415-517-9182
Email: jliu@baaqmd.gov

Bill-To-Party

Bay Area Air Quality Mgmt Dist
3033 Richmond Pkwy Ste 300
Richmond CA 94806

Ship-To-Party

Bay Area Air Quality Mgmt Dist
3033 Richmond Pkwy Ste 300
RICHMOND CA 94806

Make PO Out To: TSI Incorporated

Quotation Number 20320273
Quotation Date 10/15/2025
Customer No 5382931
Cust. Ref.
Incoterms 2020 CPT: Prepay & Add
Consignee's Premises
Payment Term Net 30 days
Valid To 03/31/2026
Currency USD
Method of Payment PO, Visa, Amex, Mastercard

Please reference Quote number when submitting PO

Item	Material/Description	Quantity	Unit Price	Amount
1	3783 Environmental Particle Counter (EPC) 3783 Environmental Particle Counter (EPC) with Aerosol Instrument Manager CPC/EAD Software. Requires External Vacuum Source (not included)	1.00 EA	34,945.00	34,945.00
2	3033 Vacuum Pump (115/220 to 240 VAC, 50/60 Hz)	1.00 EA	1,840.00	1,840.00
Sub Total				36,785.00
Freight				132.00
Tax				3,586.54
Total Amount				40,503.54

1. Delivery: Estimated 6-8 weeks ARO. Prices quoted do not include shipping charges. Shipping estimates upon request.
2. Please provide complete shipping instructions for your order. Shipping cost can either be added to final invoice, or we can utilize your carrier account number.
3. Please email orders to orders@tsi.com and patrick.roth@tsi.com. If you prefer to place your order by phone, please call 800-680-1220. Anyone who answers the phone can help you.
4. If your organization is tax exempt, please send a copy of your certificate along with your order.
5. Please provide end user's name, address and phone number when placing order. This will assure the end user receives appropriate information regarding service, warranties, future modifications and software updates as needed.
6. Contact Information: Patrick Roth, Ph.D. | Regional Manager | Mobile: 1-651-724-8252 | patrick.roth@tsi.com



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Page 2 of 2

Quotation

Bill-To-Party

Bay Area Air Quality Mgmt Dist

Quotation Number

20320273

Quotation Date

10/15/2025

Item	Material/Description	Quantity	Unit Price	Amount

Sales Tax and Freight charges determined by tax status of customer and shipping method selected.

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations.

This Quotation is subject to the warranties, disclaimers and all other terms and conditions set forth by TSI Inc. and incorporated by reference and to no others. Seller reserves the right to change prices effective on any new orders, provided Seller notifies in writing those with currently valid Quotations prior to any order being placed. This quotation shall become an agreement binding upon the Buyer and Seller when accepted by the Buyer and subsequently accepted by an authorized representative of the Seller at the Seller's home office and thereupon shall constitute the entire agreement between the parties.

Patrick Roth

TSI Incorporated

Date 10/15/2025

TSI Terms and Conditions apply and are incorporated by reference. See <http://www.tsi.com/tc.pdf>

For payment terms, complete credit application at <http://www.tsi.com/credit-app/>



QUOTATION Teledyne API

Quote To		Please Issue PO To	Quote #	CCIQ33003-01
Bay Area AQMD		Teledyne Instruments, Inc. dba Teledyne API	Date	2025.10.22
Jun Liu			Validity	30 days
375 Beale Street, Suite 600			Payment	Net 30 OAC
San Francisco CA 94109		9970 Carroll Canyon Road San Diego CA 92131	Delivery	Weeks, 4-6
		Toll Free (844) 880-AHOY	Ship Point	Shipping Point
Reference		AHOY@ClipperControls.com	Frft Terms	Pre-Paid & Added
Teledyne API Model T701H			Acct Mgr	Marty Hyland

Item	Qty	Description	Unit Price	Ext Price
1	4	Model T701H High Performance Zero Air System Teledyne API # 070790000 Includes: --Compressed air source --Standard 30 SLPM @ 35 PSI --Water drop out auto drain, regen scrubber for H2O, SO2, NO, NOx, H2S, and Ozone --Hydrocarbon and CO scrubber --Full MODBUS TCP/IP Communication --Dew Point sensor --Product Manuals on CD Power: 115 VAC, 60 Hz Two year Standard Warranty No-Charge TAPI Customer Service by phone, FAX, email for life of the instrument.	\$11,760.00	\$47,040.00
2	4	Annual Maintenance Kit for N701H/T701H Teledyne API #: 064780000 Option# 42A One year operation, contains: 1 activated charcoal kit, 005960000 1 purafil kit, 005970000 8 large charcoal retainer pads, 006900100 1 mol seive kit, 016920000 4 scrubber gaskets, 057270000 1 paper filter elements for FL15, FL0000016 4 orings, 2-228V, OR0000058	\$865.00	\$3,460.00
3		SubTotal		\$50,500.00
4	1	Sales Tax 9.75%	\$4,923.75	\$4,923.75

Item	Qty	Description	Unit Price	Ext Price
5	4	Estimated Freight	\$200.00	\$800.00

NOTE(S)

1. Do you need the Rack Mount with Chassis Slides for this unit? If so, we'll need to know if you prefer 24 or 26". We can easily revise the quote upon your determination.

Total \$56,223.75

Quotation Notes (unless specified otherwise above)

1. Sales or Excise Tax is not included.
2. Shipping Charges are not included.
3. Prices are applicable only to quantities shown.
4. Teledyne API terms & conditions of sale apply:
<https://www.teledyne-api.com/terms-conditions>
5. Fees charged for cancelled or returned orders.
6. Sale is subject to compliance with US Export Control laws.
7. **TARIFF RELATED COSTS:** Please note that the above pricing does not currently include any tariff related costs unless specifically stated, and therefore prices are subject to increase if any such charges are implemented on the quoted or unshipped material.

Thank you for this opportunity, and we look forward to supplying you with these quality products.



Marty Hyland

Account Manager

Clipper Controls Inc.
660 Bercut Drive Sacramento CA 95811-0113

MHyland@ClipperControls.com

(844) 880-2469 x109



Gas Analyzers for Sulfur, Nitrogen, Carbon, & Oxygen compounds
Particulate Analyzers **Hydrocarbon Analyzers**
Gas Calibrators & Zero Air Generators



QUOTE Opportunity ID: OPP0006858

Quote Nbr: Q009535
Order Date: 10/23/2025
Valid Until: 11/10/2025
Customer ID: 102561
Contact: Ryan Heston
Reference: Eileen Led - BAAD Air Testing
ATC Contact: BM

ISSUED BY:

Ryan Heston - Gov'l/Commercial Sales
Total Trailers - O'Fallon
636-980-9429 x303
ryanh@totaltrailers.com

NO.	ITEM	QTY	UOM
1	PR300CB85752000+0-2T5 2K 8.5 X 7.5 X 20 + 0 , (2) 5200 # AXLE(S) COLOR ATTRIBUTES EXTERIOR COLOR: WHITE INTERIOR COLOR: WHITE CABINET COLOR: WHITE COVE & SPRINGBOX COLOR: WHITE COUNTERTOP COLOR: ALUMINUM EXTERIOR TRIM COLOR: MILL	1.0000	EA
2	FRAME	0.0000	
3	ALL TUBE CONSTRUCTION	20.0000	FT
4	FRAME - 8"	20.0000	FT
5	EXTENDED TRIPLE TONGUE	1.0000	EA
6	AXLE SPACING - SPREAD AXLE	1.0000	EA
7	GROUND CLEARANCE - STANDARD	1.0000	EA
8	AXLE - 5200# - TORSION - EZ LUBE HUBS - ELECTRIC BRAKES	2.0000	EA
9	TIRE/WHEEL - ST225/75R15/LRE - RADIAL ON BLACK ALUMINUM - W/ BLACK LUGNUTS-6 LUG	4.0000	EA
10	SPARE TIRE/WHEEL - ST225/75R15/LRE - RADIAL ON BLACK ALUMINUM - W/BLACK LUGNUTS - 6 LUG	1.0000	EA
11	COUPLER - A-FRAME - 2-5/16" - 10,000#	1.0000	EA
12	CHAIN, SAFETY 11,700 5/16" X 34" GRD 4 10/CSA	1.0000	PAIR
13	JACK - TONGUE - SIDE WIND - DROP LEG - 7000#	1.0000	EA
14	CROSS MEMBERS - FLOOR - 12" O/C - 8.5W - AL	20.0000	FT
15	CROSS MEMBERS - WALL - CS - 12" O/C - 2" X 2" - 7.5H - AL	20.0000	FT
16	CROSS MEMBERS - WALL - RS - 12" O/C - 2" X 2" - 7.5H - AL	20.0000	FT

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: December 3, 2025

Re: Authorization to Execute Lease Amendments for Two Air Monitoring Sites

RECOMMENDED ACTION

Authorize the Executive Officer/Air Pollution Control Officer (APCO) to:

1. Execute amendments to the Air District's lease with Zuckerman Construction, LLC effective June 1, 2025, through May 30, 2030. Rent and utility cost are an estimated cost of \$308,374.68 to the Air District for the duration of the lease; and
2. Execute amendments to the Air District's lease with Nibbi Investments, LLC effective August 1, 2025, through July 31, 2030. Rent and utility cost are an estimated cost of \$260,540.62 to the Air District for the duration of the lease.

BACKGROUND

The Air District collects and analyzes emissions and air quality data to support multiple programs and decisions at the Air District. Currently, air monitoring is conducted at these two unique locations:

1. Concord – Treat Boulevard located at 2956-A Treat Boulevard Concord, CA with one air monitoring station. The lease agreement for this air monitoring station was initially signed on April 19, 2005.
2. San Francisco – Arkansas located at 10 Arkansas, Unit N San Francisco, CA with one air monitoring station. The lease agreement for this air monitoring station was initially signed on August 1, 2012.

DISCUSSION

Concord – 2956-A Treat Boulevard

The existing lease agreement with Zuckerman Construction, LLC expired on May 31, 2025 (Attachment 1). The lease renewal was delayed due to an extended review period by the lessor due to property management changes followed by the Board recess period. The Board is requested to authorize the Executive Officer/APCO to execute a 5-

year lease extension, effective June 1, 2025, through May 31, 2030 (Attachment 2). The monthly rents; estimated monthly costs for utilities and maintenance; and estimated annual costs are listed in Table 1. The total estimated cost over this timeframe (Fiscal Year Ending (FYE) 2026 - FYE 2030) is anticipated to be \$308,374.68.

Table 1: Rent and other costs (monthly and annual) June 1, 2025 – May 31, 2030, for Concord – Treat Boulevard

Fiscal Year Ending	Monthly Rents	Other Costs – Utilities (Est.)	Total Monthly Cost (Est.)	Total Annual Costs (by Fiscal)
FYE 2026	\$3,990.00	\$817.00	\$4,807.00	\$57,684.00
FYE 2027	\$4,109.70	\$857.85	\$4,967.55	\$59,610.60
FYE 2028	\$4,232.99	\$900.74	\$5,133.73	\$61,604.76
FYE 2029	\$4,359.98	\$945.78	\$5,305.76	\$63,669.12
FYE 2030	\$4,490.78	\$993.07	\$5,483.85	\$65,806.20
			Total Costs over Life of Lease	\$308,374.68

San Francisco – 10 Arkansas Street, Unit N

The existing lease agreement with Nibbi Investments, LLC expired on July 31, 2025 (Attachment 3). The lease renewal was delayed due to an extended review period by the lessor followed by the Board recess period. The Board is requested to authorize the Executive Officer/APCO to execute a 5-year lease extension, effective August 1, 2025, through July 31, 2030 (Attachment 4). The monthly rents; estimated monthly costs for utilities and maintenance; and estimated annual costs are listed in Table 2. The total estimated cost over this timeframe (FYE 2026 - FYE 2030) is anticipated to be \$260,540.62.

Table 2: Rent and other costs (monthly and annual) August 1, 2025– July 31, 2030, for San Francisco - Arkansas

Fiscal Year Ending	Monthly Rents	Other Costs – Utilities (Est.)	Total Monthly Cost (Est.)	Total Annual Costs (by Fiscal)
FYE 2026	\$3,402.00 - 11	\$650.00	\$4,052.00	\$44,572.00
FYE 2027	\$3,504.00	\$682.50	\$4,186.50	\$50,238.00
FYE 2028	\$3,609.00	\$716.63	\$4,325.63	\$51,907.56
FYE 2029	\$3,717.00	\$752.46	\$4,469.46	\$53,633.52
FYE 2030	\$3,828.00	\$790.08	\$4,618.08	\$55,416.96
FYE 2031	\$3,943.00	\$829.58	\$4,772.58	\$4,772.58
			Total Costs over Life of Lease	\$260,540.62

BUDGET CONSIDERATION/FINANCIAL IMPACT

The rent and other operating costs for FYE 2026 are in the approved budget for Program Code 802 (Air Monitoring – Operations). Operational costs for future years will continue to be included in future proposed budgets.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Ila Perkins
Reviewed by: Ranyee Chiang

ATTACHMENT(S):

1. Attachment 1 - Concord - Treat Boulevard Current Lease Agreement (2020)
2. Attachment 2 - Concord - Treat Boulevard Draft Lease Amendment (2025)
3. Attachment 3 - San Francisco - Arkansas St Current Lease Agreement (2020)
4. Attachment 4 - San Francisco - Arkansas St Draft Lease Amendment (2025)

FIRST AMENDMENT TO LEASE

This First Amendment to Lease ("First Amendment") is made as of May 31, 2020 by and between **ZUCKERMAN CONSTRUCTION COMPANY, LLC ("Lessor")** and **BAY AREA AIR QUALITY MANAGEMENT DISTRICT ("Lessee")**

RECITALS

A. Lessor presently leases to Lessee that Office/Warehouse Space in Building 2 comprising approximately Twenty-One Hundred (2,100) rentable square feet, commonly known and designated as 2956 A Treat Boulevard in Concord, California 94518 ("Leased Premises"), located at the intersection of Oak Grove Rd. and Treat Blvd. in Concord, California, pursuant to that certain Lease Agreement dated as of April 30, 2015.

B. It is now the intention of the parties to amend certain portions of the Lease as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Term.** The term of this Lease shall be extended for a period of five (5) years, commencing on June 1, 2020 and expiring on May 31, 2025 ("Extended Term").

2. **Rent.**

- a. Two Thousand Six Hundred Twenty-Five Dollars (\$2,625.00) "Fixed Minimum Rent," payable monthly in advance commencing on the first day of June 2020 and on the first day of each and every month thereafter, to and including the first day of May 2023, without offset or deduction whatsoever.
- b. Beginning June 1, 2023, "Fixed Minimum Rent" shall be adjusted according to any cumulative increase in the U.S. Consumer Price Index ("CPI") for San Francisco-Oakland-Hayward, based on the following formula. Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Rent Commencement Date, and continue on the first day of each and every month thereafter, to and including the first day of May 2025, without offset or deduction whatsoever. The adjusted Base Rent shall not be less than 105% of the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to the Base Rent shall be based on the alternate index that most closely reflects the CPI.
- c. Commencing June 1, 2020, the monthly HVAC charges will be Seventy-Five Dollars (\$75.00), or as modified from time to time.

Additionally, simultaneous with the execution hereof, all sums due Lessee from Lessor under the Lease shall constitute "Rent". All "Rent" shall be subject to late charges and default interest, as may be applicable, pursuant to Article 31 of the Lease.

3. Security and Key Deposit. Upon Lessee's execution hereof, Lessee shall pay Lessor the sum of Six Hundred Ninety-Five Dollars (\$695.00) which shall be added and become part of the security and key deposit held by Lessor. Simultaneous with the payment of such funds, the security and key deposit shall be increased from Two Thousand Six Hundred Seventy Dollars (\$2,670.00) to Three Thousand Three Hundred and Sixty-Five Dollars (\$3,365.00).

4. Option to Extend. There are no further options to extend the term of the Lease beyond the date of May 31, 2025. Should Lessee desire to further extend the Lease beyond May 31, 2025, Lessee shall provide at least 6 months prior written notice before Lease expiration to Lessor, of Lessee's desire for additional term. Section 20, Option to Renew Lease, is hereby deleted.

5. Holding Over. Article 21 of the Lease is deleted in its entirety and replaced with the following:

"Any holding over, after the expiration of the Extended Term, with the consent of Lessor, shall be construed to be a month-to-month tenancy, terminable upon thirty (30) days written notice, at an Extended Term Minimum Monthly Rent of One Hundred Twenty-Five percent (125%) of the rent paid during the last year of the extended term or Three Thousand Four Hundred Eighty-One Dollars (\$3,481.00) (i.e. 125% * \$2,785.00), whichever is the lower amount of the two. Any holding over, after the expiration of the Extended Term, without the consent of Lessor, shall be construed to be a tenancy-at-sufferance, at an Extended Term Minimum Monthly Rent of One Hundred Fifty (150%) of the rent paid during the last year of the extended term or Four Thousand One Hundred Seventy-Eight Dollars (\$4,178.00) (i.e. 150% * \$2,785.00), whichever is the lower amount of the two."

6. Insurance. Article 11 of the Lease, is hereby amended to add the following sentence at the end of paragraph 1: "Lessor may elect to carry earthquake insurance and such earthquake insurance will be billed along with and in the same manner as Fire Insurance and or Umbrella Insurance.

7. Certified Access Specialist. Article 36 of the Lease is deleted in its entirety and replaced with the following:

"Pursuant to California Civil Code § 1938, LESSORS hereby state that the Premises have not undergone Inspection by a Certified Access Specialist (CASp) (defined in California Civil Code § 55.52(a)(3)). Pursuant to Section 1938 of the California Civil Code, LESSORS hereby provide the following notification to LESSEES: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or LESSORS may not prohibit the LESSEES from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the LESSEES, if requested by the LESSEES. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction related accessibility standards within the premises." If LESSEES request to perform a CASp inspection of the Premises, LESSEES shall, at their cost, retain a CASp approved by LESSORS (provided that LESSORS may designate the CASp, at LESSORS' option) to perform the inspection of the Premises (and only the Premises) at a time agreed upon by the parties, and such inspection shall include only the Premises. LESSEES shall provide LESSORS with

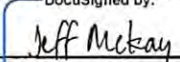
a copy of any report or certificate issued by the CASp (the "CASp Report") and LESSEES shall, at their cost, promptly complete any modifications necessary to correct violations of construction related accessibility standards identified in the CASp Report, which modifications will be completed as part of LESSEES' Work or as an Alteration, as applicable, notwithstanding anything to the contrary in this Lease. LESSORS agree to keep the information in the CASp Report confidential except as necessary for the LESSEES to complete such modifications. LESSEES shall be responsible for obtaining and providing to LESSORS a copy of the CASp compliance certificate confirming the correction of any such violations noted in the CASp Report."

8. **Notice.** Article 34 of the Lease is amended, all notices or any other communications by Lessor to Lessee shall be addressed to: Bay Area Air Quality Management District, 375 Beale Street, Suite 600, San Francisco, CA 94105.

9. **Miscellaneous.** All provisions of this First Amendment hereby incorporated into the Lease and shall constitute a part of the Lease. Except as herein modified or amended, all provisions, conditions and terms of the Lease shall remain fully ratified and affirmed and in full force and effect. In the event of any conflict between the terms of the Lease and the terms of the First Amendment, the terms of this First Amendment shall prevail.

LESSEE:

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

By: 
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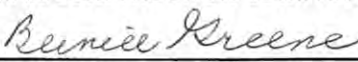
Name: Jack P. Broadbent

Its: Executive Office/APCO

Date: 6/3/2020

LESSOR:

ZUCKERMAN CONSTRUCTION COMPANY, LLC

By: 

Name: BERNICE GREENE

Its: Managing Member

Date: 6/3/2020

FIRST AMENDMENT TO LEASE

10 Arkansas, Unit N San Francisco, CA –Bay Area Air Quality Management District

THIS FIRST AMENDMENT TO LEASE (this “**Amendment**”) is made and entered into as of June 1 2025, by and between (NIBBI INVESTMENTS LLC (“**Lessor**”), and BAY AREA AIR QUALITY MANAGEMENT DISTRICT (“**Lessee**”).

RECITALS:

A. Lessor and Lessee entered into that certain Office Lease Agreement dated July 22, 2020 of the building located at 10 Arkansas, Unit N in San Francisco, California and more particularly described in the Lease (the “**Original Premises**”).

B. By this Amendment, Lessor and Lessee desire to amend the Lease to extend the lease for 60 months upon the terms and conditions set forth herein.

AGREEMENT:

1. Extension of Lease Term. By this agreement, the lease term shall be extended for a period of 60 months. The commencement date of the extension will be August 1, 2025, and the expiration date shall be extended to July 31, 2030.

2. Security Deposit. By this amendment, the Security Deposit will remain unchanged.

3. Base Rent. (Excludes additional fees parking, operating costs, etc.)

August 1, 2025- July 31, 2026	\$3,402.00
August 1, 2026- July 31, 2027	\$3,504.00
August 1, 2027- July 31, 2028	\$3,609.00
August 1, 2028- July 31, 2029	\$3,717.00
August 1, 2029- July 31, 2030	\$3,828.00

4. Utilities. Terms will remain unchanged as stated in the original lease or amendments.

5. Brokers. Neither Lessor nor Lessee has dealt with any broker or agent in connection with the negotiation or execution of this Amendment.

6. Interpretation. Capitalized terms used in this Amendment and not defined herein shall have the meanings set forth in the Lease, provided however, that in the case of any conflict,

uncertainty or ambiguity that may arise when interpreting the provisions of the Lease and the provisions set forth in this Amendment, the provisions of this Amendment shall be controlling for the purpose of resolving any such conflict, uncertainty or ambiguity.

7. Ratification of Lease Terms. Notwithstanding any term or provision of the Lease, the provisions of this Amendment shall amend, modify and supersede the terms of the Lease. If there is any conflict between the Lease and this Amendment, this Amendment shall control. All other non-conflicting terms, provisions, covenants and conditions of the Lease and all exhibits and addendum thereto shall continue in full force and effect and are hereby ratified by the parties hereto.

8. Entire Agreement. This Amendment sets forth the entire understanding of the parties in connection with the subject matter hereof. There are no agreements between Lessor and Lessee relating to the Lease or the Premises other than those set forth in writing and signed by the parties. Neither party hereto has relied upon any understanding, representation or warranty not set forth herein, either oral or written, as an inducement to enter into this Amendment.

9. Authority. Each of the individuals executing this Amendment on behalf of a party individually represents and warrants that he or she has been authorized to do so and has the power to bind the party for whom they are signing. Lessor represents and warrants that no consent or approval of any third party is required for Lessor to enter into this Amendment under any agreement or instrument by which Lessor is bound or the Building or the Project, or both, is or are encumbered.

10. Counterparts. This Amendment may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each party has signed one such counterpart.

[LANDLORD'S SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, this Amendment is made as of the day and year first above written.

LESSOR:

Nibbi Investments, LLC

By: _____

Name: _____

Title: _____

[TENANT'S SIGNATURE ON NEXT PAGE]

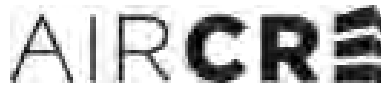
LESSEE:

BAY AREA AIR QUALITY DISTRICT

By: _____

Name: _____

Title: _____



STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE - GROSS

1. Basic Provisions ("Basic Provisions").

1.1 Parties. This Lease ("Lease"), dated for reference purposes only July 22, 2020, is made by and between Nibbi Investments ("Lessor") and Bay Area Air Quality Management District ("Lessee"), (collectively the "Parties", or individually a "Party").

1.2(a) Premises: That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, unit/suite, city, state, zip): 10 Arkansas St. Unit N San Francisco, CA 94107 ("Premises"). The Premises are located in the County of San Francisco, and are generally described as (describe briefly the nature of the Premises and the "Project"): Unit N consisting of approximately 600 square feet at 10 Arkansas Street. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to any utility raceways of the building containing the Premises ("Building"), to the Common Areas (as defined in Paragraph 2.7 below), and to the roof for purposes of installing and maintaining Lessee's air monitoring equipment (as defined in Paragraph 2.11) or exterior walls of the Building or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "Project." (See also Paragraph 2).

1.2(b) Parking: 1 reserved vehicle parking space. (See also Paragraph 2.6)

1.3 Term: Five (5) years and Zero (0) months ("Original Term") commencing August 1, 2020 ("Commencement Date") and ending July 31, 2025 ("Expiration Date"). (See also Paragraph 3)

1.4 Early Possession: If the Premises are available Lessee may have non-exclusive possession of the Premises commencing NA ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)

1.5 Base Rent: \$2,935.00 per month ("Base Rent"), payable on the 1st day of each month commencing August 1, 2020. (See also Paragraph 4)

☒ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 50.

1.6 Lessee's Share of Common Area Operating Expense: Three and 9/10ths percent (3.9%) ("Lessee's Share"). In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 Base Rent and Other Monies Paid Upon Execution:

(a) **Base Rent:** \$2,935.00 for the period August 1 - August 31, 2020.

(b) **Common Area Operating Expenses:** The current estimate for the period August 1 - August 31, 2020 is \$84.

(c) **Security Deposit:** additional \$985.00. (Total SD is now \$2,935.00.) ("Security Deposit"). (See also Paragraph 5)

(d) **Other:** \$0.00 for NA.

(e) **Total Due Upon Execution of this Lease:** \$4,004.00.

1.8 Agreed Use: Office and Light Equipment Use. (See also Paragraph 6)

1.9 Insuring Party. Lessor is the "Insuring Party". (See also Paragraph 8)

1.10 Real Estate Brokers. (See also Paragraph 15 and 25)

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("Broker(s)") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm NA License No. NA is the broker of (check one): ☐ the Lessor; or ☐ both the Lessee and Lessor (dual agent).

— Lessor's Agent NA License No. NA is (check one): ☐ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm NA License No. NA is the broker of (check one): ☐ the Lessee; or ☐ both the Lessor and Lessee (dual agent).

Lessee and Lessor (dual agent).

Lessee's Agent NA License No. NA is (check one): ☐ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of NA or NA % of the total Base Rent) for the brokerage services rendered by the Brokers.

1.11 Guarantor. The obligations of the Lessee under this Lease are to be guaranteed by NA ("Guarantor"). (See also Paragraph 37)

1.12 Attachments. Attached hereto are the following, all of which constitute a part of this Lease:

- ☐ an Addendum consisting of Paragraphs 51 through 51;
- ☒ a site plan depicting the Premises;
- ☐ a site plan depicting the Project;
- ☒ a current set of the Rules and Regulations for the Project;
- ☐ a current set of the Rules and Regulations adopted by the owners' association;
- ☐ a Work Letter;
- ☐ other (specify): _____.

2. Premises.

2.1 Letting. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 Condition. Lessor shall deliver that portion of the Premises contained within the Building ("Unit") to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("Start Date"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("HVAC"), loading doors, sump pumps, if any, and all other such elements in the Unit, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Unit. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls - see Paragraph 7). Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 Compliance. Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and

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Page 2 of 30

ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Unit, Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 Acknowledgements. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises; (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use; (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises; (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor; (e) the square footage of the Premises was not

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Page 3 of 30

material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 Lessee as Prior Owner/Occupant. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 Vehicle Parking. Lessee shall be entitled to use the number of Parking Spaces specified in Paragraph 1.2(b) on those portions of the Common Areas designated from time to time by Lessor for parking. Lessee shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called "**Permitted Size Vehicles**." Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

(b) Lessee shall not service or store any vehicles in the Common Areas.

(c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7 Common Areas - Definition. The term "**Common Areas**" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Unit that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roofs, roadways, walkways, driveways and landscaped areas.

2.8 Common Areas - Lessee's Rights. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 Common Areas - Rules and Regulations. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations ("**Rules and Regulations**") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Project.

2.10 Common Areas - Changes. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

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Page 4 of 30

- (b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;
- (c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;
- (d) To add additional buildings and improvements to the Common Areas;
- (e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and
- (f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

2.11 Roof Access – Lessor grants to Lessee the non-exclusive rights to access the roof for the purpose of maintaining Lessee's air monitoring equipment. In addition, Lessee may install additional air monitoring equipment on roof with prior written approval of Lessor, which approval should not be unreasonably upheld.

3. Term.

3.1 Term. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 Early Possession. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 Delay In Possession. Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10-day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 Lessee Compliance. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1. Rent Defined. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("Rent").

~~(i) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately metered.~~

~~(ii) The cost of trash disposal, pest control services, property management, security services, owners' association dues and fees, the cost to repaint the exterior of any structures and the cost of any environmental inspections.~~

~~(iii) Reserves set aside for maintenance and repair of Common Areas and Common Area equipment.~~

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Page 6 of 30

(v) Any increase above the Base Real Property Taxes (as defined in Paragraph 10).

(vi) Any "Insurance Cost Increase" (as defined in Paragraph 8).

(vii) ~~Any deductible portion of an insured loss concerning the Building or the Common Areas.~~

(viii) ~~Auditors', accountants' and attorneys' fees and costs related to the operation, maintenance, repair and replacement of the Project.~~

(ix) ~~The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year-period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital-improvement in any given month. Lessee shall pay interest on the unamortized balance but may prepay its obligation at any time~~

(x) ~~The cost of any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.~~

(b) Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Unit, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Unit, Building, or other building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(c) ~~The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.~~

(d) ~~Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.~~

~~(e) Common Area Operating Expenses shall not include the cost of replacing equipment or capital components such as the roof, foundations, exterior walls or Common Area capital improvements, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more.~~

~~(f) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.~~

4.3 Payment. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All

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MTG-24.40, Revised 11-25-2019

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Page 7 of 30

monetary amounts shall be rounded to the nearest whole dollar. In the event that any statement or invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any installment of Rent is not received by Lessor within 20 calendar days after the day on which it is due, or check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. Lessor and Lessee acknowledge that the amount of \$1,950 will be carried over from the existing lease and will apply to the new lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. ~~If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent.~~ Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use.

6.1 Use. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the Building or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Project. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 Hazardous Substances.

(a) **Reportable Uses Require Consent.** The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public

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MTG-24.40, Revised 11-25-2019

INITIALS

Last Edited: 7/22/2020 10:31 PM

Page 7 of 30

health, safety or welfare, the environment or the Premises; (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank; (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(a) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(b) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(c) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, ~~or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee).~~ Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(d) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which are suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by ~~the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.~~

(e) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or

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MTG-24.40, Revised 11-25-2019

INITIALS

Last Edited: 7/22/2020 10:31 PM

Page 8 of 30

remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to the Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(f) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.2 Lessee's Compliance with Applicable Requirements. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.3 Inspection; Compliance. Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to a violation or contamination caused by Lessee. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor. ~~Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing.~~

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MTG-24.40, Revised 11-25-2019

INITIALS

Last Edited: 7/22/2020 10:31 PM

Page 9 of 30

~~Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.~~

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 Lessee's Obligations.

(a) **In General.** Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts.** Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform.** If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement.** Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 Lessor's Obligations. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises.

7.3 Utility Installations; Trade Fixtures; Alterations.

(a) **Definitions.** The term "**Utility Installations**" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations"

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shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Pre-approved alterations are limited to the installation of (1) wood platform above Unit N and associated sealed roof penetrations. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make, and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days' notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 Ownership; Removal; Surrender; and Restoration.

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and utility Installations made by Lessee shall be the property of the Lessee but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations as the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. ~~Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then~~

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MTG-24-40, Revised 11-25-2019

INITIALS

Last Edited: 7/22/2020 10:31 PM

Page 11 of 30

~~Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear.~~ Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 Payment of Premium Increases.

(a) As used herein, the term "**Insurance Cost Increase**" is defined as any increase in the actual cost of the insurance applicable to the Building and/or the Project and required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), over and above the Base Premium, as hereinafter defined, calculated on an annual basis. Insurance Cost Increase shall include, but not be limited to, requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. The term Insurance Cost Increase shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. The "**Base Premium**" shall be the annual premium applicable to the 12 month period immediately preceding the Start Date. If, however, the Project was not insured for the entirety of such 12 month period, then the Base Premium shall be the lowest annual premium reasonably obtainable for the Required Insurance as of the Start Date, assuming the most nominal use possible of the Building. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of \$2,000,000 procured under Paragraph 8.2(b).

(b) Lessee shall pay any Insurance Cost Increase to Lessor pursuant to Paragraph 4.2. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

8.2 Liability Insurance.

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations but shall include coverage for liability assumed under this Lease as an "**insured contract**" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 Property Insurance - Building, Improvements and Rental Value.

(a) **Building and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the

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same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$5,000 per occurrence.

(b) **Rental Value.** Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12-month period.

(c) **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements.** Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

~~(b) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.~~

(c) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirement. Any Worker's Compensation Insurance policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 Insurance Policies. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to

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INITIALS

Last Edited: 7/22/2020 10:31 PM

Page 13 of 30

procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 Waiver of Subrogation. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 Indemnity. Lessee shall indemnify, defend and hold Lessor harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Lessee's use of the Premises, except to the extent of Lessor's acts or omissions..

8.8 Exemption of Lessor and its Agents from Liability. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places; (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project; or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

~~**8.9 Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.~~

9. Damage or Destruction.

9.1 Definitions.

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3

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INITIALS

Last Edited: 7/22/2020 10:31 PM

Page 14 of 30

months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 Partial Damage - Insured Loss. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided that within seven (7) days of the date of such damage Lessee agrees in writing to remain at the Premises, which agreement it may revoke at any time with seven (7) days' notice, in which event Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. ~~provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is \$10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.~~

9.3 Partial Damage - Uninsured Loss. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, , provided that within seven (7) days of the date of such damage Lessee agrees in writing to remain at the Premises, which agreement it may revoke at any time with seven (7) days' notice, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage in the event of Termination under this Paragraph 9.3, Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

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INITIALS

Last Edited: 7/22/2020 10:31 PM

Page 15 of 30

9.4 Total Destruction. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 Damage Near End of Term. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 Abatement of Rent. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

9.7 Termination; Advance Payments. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 Additional Improvements. Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other tenants or by Lessor for the exclusive enjoyment of such other Tenants. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.2 Joint Assessment. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.3 Personal Property Taxes. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

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INITIALS

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Page 16 of 30

11. Utilities and Services. Tenant agrees to pay for all utilities and services directly billed to Tenant. Landlord shall provide water, sewer and garbage service to the premises. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 Lessor's Consent Required.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) ~~Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.~~

(c) ~~The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "Net Worth of Lessee" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.~~

(d) An assignment or subletting without consent shall be null and void.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i.e., 20 square feet or less, to be used by a third-party vendor in connection with the installation of a vending machine or pay phone shall not constitute a subletting.

12.2 Terms and Conditions Applicable to Assignment and Subletting.

(a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information

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MTG-24.40, Revised 11-25-2019

INITIALS

Last Edited: 7/22/2020 10:31 PM

Page 17 of 30

relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, ~~together with a fee of \$500 as consideration for Lessor's considering and processing said request.~~ Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 Additional Terms and Conditions Applicable to Subletting. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 Default; Breach. A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) ~~The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.~~

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S

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MTG-24.40, Revised 11-25-2019

INITIALS

Last Edited: 7/22/2020 10:31 PM

Page 18 of 30

RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "**debtor**" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 Remedies. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate, and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided and (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; ~~and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost~~

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INITIALS

Last Edited: 7/22/2020 10:31 PM

Page 19 of 30

~~of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease.~~ The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 Inducement Recapture. Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "Inducement Provisions," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 Late Charges. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 20 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee pay \$25.00 as late charge, plus interest as calculated below on the delinquent Rent.. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

(a) **Interest.** Rent not paid within twenty (20) calendar days of its due date shall bear interest until paid at the lesser of:

- i. The rate of interest per annum equal to the interest rate then being quoted by Chase Manhattan Bank (or its successor) as its prime rate plus two (2) points, calculated on a daily basis; or
- ii. Ten percent (10%) per annum calculated on a daily basis

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MTG-24.40, Revised 11-25-2019

INITIALS

Last Edited: 7/22/2020 10:31 PM

Page 20 of 30

13.5 Breach by Lessor.

(a) Notice of Breach. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) Performance by Lessee on Behalf of Lessor. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

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MTG-24.40, Revised 11-25-2019

INITIALS

Last Edited: 7/22/2020 10:31 PM

Page 21 of 30

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), either party may terminate this agreement as of the date possession is given to the condemner. If neither party terminates this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemner for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

15.1 Additional Commission. In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.

15.2 Assumption of Obligations. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third-party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 Representations and Indemnities of Broker Relationships. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published BY AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting

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MTG-24.40, Revised 11-25-2019

INITIALS

Last Edited: 7/22/2020 10:31 PM
Page 22 of 30

Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. ~~In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.~~

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as herein above defined.

18. Severability.

The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

~~23.1. Notice Requirements. A notice or copy of a permit by this by a regular, certified or registered mailing, U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's~~

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MTG-24.40, Revised 11-25-2019

INITIALS

Last Edited: 7/22/2020 10:31 PM

Page 23 of 30

signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 Date of Notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 Options. Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by either party of the default or breach of any term, covenant or condition hereof, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent default or breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. ~~Disclosures Regarding The Nature of a Real Estate Agency Relationship.~~

~~(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:~~

~~(i) Lessor's Agent. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: To the Lessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.~~

~~(ii) Lessee's Agent. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. To the Lessee: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not~~

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MTG-24.40, Revised 11-25-2019

INITIALS

Last Edited: 7/22/2020 10:31 PM

Page 24 of 30

obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

~~(iii) **Agent Representing Both Lessor and Lessee.** A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.~~

~~(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.~~

~~(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.~~

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Holdover Base Rent shall be calculated on monthly basis. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

30.1 Subordination. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under

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this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 Attornment. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 Non-Disturbance. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 Self-Executing. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as:

(a) **MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 34C below. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.

(b) **ARBITRATION OF DISPUTES:** Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, subject to paragraph 34C below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree

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MTG-24.40, Revised 11-25-2019

INITIALS

Last Edited: 7/22/2020 10:31 PM

Page 26 of 30

to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.

(c) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder

(i) a Judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or § 337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing sub-tenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

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Page 27 of 30

37. Guarantor.

37.1 Execution. The Guarantors, if any, shall each execute a guaranty in the form most recently published BY AIR CRE.

37.2 Default. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any option, as defined below, then the following provisions shall apply.

39.1 Definition. "Option" shall mean: ~~(a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.~~

39.2 Options Personal To Original Lessee. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 Multiple Options. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 Effect of Default on Options.

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(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

41. Reservations. Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. Offer. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such

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reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

48. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☐ is not attached to this Lease.

49. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☒ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

- 1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.**
- 2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.**

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Page 29 of 30

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: San Francisco, CA

On: _____

By LESSOR:

Nibbi Investments

By: _____

Name Printed: Larry or Sergio Nibbi

Title: Partner

Phone: _____

Fax: _____

Email: _____

By: _____

Name Printed: NA

Title: _____

Phone: _____

Fax: _____

Email: _____

Address: _____

Federal ID No.: _____

Executed at: _____

On: _____

By LESSEE:

Bay Area Air Quality Management District

By: _____

Name Printed: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

By: _____

Name Printed: NA

Title: _____

Phone: _____

Fax: _____

Email: _____

Address: _____

Federal ID No.: _____

BROKER

NA

Attn: NA

Title: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Federal ID No.: _____

Broker DRE License #: NA

Agent DRE License #: NA

BROKER

NA

Attn: NA

Title: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Federal ID No.: _____

Broker DRE License #: NA

Agent DRE License #: NA

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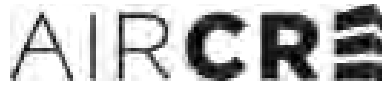
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Page 30 of 30



RENT ADJUSTMENT(S) STANDARD LEASE ADDENDUM

Dated: July 22, 2020

By and Between

Lessor: Nibbi Investments

Lessee: Bay Area Air Quality Management District

Property Address: 10 Arkansas St. Unit N San Francisco, CA 94107
(street address, city, state, zip)

Paragraph: 50

A. RENT ADJUSTMENTS:

The monthly rent for each month of the adjustment period(s) specified below shall be increased using the method(s) indicated below:

(Check Method(s) to be Used and Fill in Appropriately)

☐

I. Cost of Living Adjustment(s) (COLA)

a. On (Fill in COLA Dates): _____ the Base Rent shall be adjusted by the change, if any, from the Base Month specified below, in the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (select one): ☐ CPI W (Urban Wage Earners and Clerical Workers) or ☐ CPI U (All Urban Consumers), for (Fill in Urban Area): _____, All Items (1982-1984 = 100), herein referred to as "CPI".

b. The monthly Base Rent payable in accordance with paragraph A.I.a. of this Addendum shall be calculated as follows: the Base Rent set forth in paragraph 1.5 of the attached Lease, shall be multiplied by a fraction the numerator of which shall be the CPI of the calendar month 2 months prior to the month(s) specified in paragraph A.I.a. above during which the adjustment is to take effect, and the denominator of which shall be the CPI of the calendar month which is 2 months prior to (select one): the ☐ first month of the term of this Lease as set forth in paragraph 1.3 ("Base Month") or ☐ (Fill in Other "Base Month"): _____. The sum so calculated shall constitute the new monthly Base Rent hereunder, but in no event, shall any such new monthly Base Rent be less than the Base Rent payable for the month immediately preceding the Base Rent adjustment.

c. In the event the compilation and/or publication of the CPI shall be transferred to any other governmental department or bureau or agency or shall be discontinued, then the index most nearly the same as the CPI shall be used to make such calculation. In the event that the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said Association and the decision of the arbitrators shall be binding upon the parties. The cost of said Arbitration shall be paid equally by the Parties.

☐

II. Market Rental Value Adjustment(s) (MRV)

a. On (Fill in MRV Adjustment Date(s)): _____ the Base Rent shall be adjusted to the "Market Rental Value" of the property as follows:

- 1) Four months prior to each Market Rental Value Adjustment Date described above, the Parties shall

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attempt to agree upon what the new MRV will be on the adjustment date. If agreement cannot be reached within thirty days, then:

(a) Lessor and Lessee shall immediately appoint a mutually acceptable appraiser or broker to establish the new MRV within the next 30 days. Any associated costs will be split equally between the Parties, or

(b) Both Lessor and Lessee shall each immediately make a reasonable determination of the MRV and submit such determination, in writing, to arbitration in accordance with the following provisions:

(i) Within 15 days thereafter, Lessor and Lessee shall each select an independent third party ☐ appraiser or ☐ broker ("Consultant" - check one) of their choice to act as an arbitrator (Note: the parties may not select either of the Brokers that was involved in negotiating the Lease). The two arbitrators so appointed shall immediately select a third mutually acceptable Consultant to act as a third arbitrator.

(ii) The 3 arbitrators shall within 30 days of the appointment of the third arbitrator reach a decision as to what the actual MRV for the Premises is, and whether Lessor's or Lessee's submitted MRV is the closest thereto. The decision of a majority of the arbitrators shall be binding on the Parties. The submitted MRV which is determined to be the closest to the actual MRV shall thereafter be used by the Parties.

(iii) If either of the Parties fails to appoint an arbitrator within the specified 15 days, the arbitrator timely appointed by one of them shall reach a decision on his or her own, and said decision shall be binding on the Parties.

(iv) The entire cost of such arbitration shall be paid by the party whose submitted MRV is not selected, i.e., the one that is NOT the closest to the actual MRV.

2) When determining MRV, the Lessor, Lessee and Consultants shall consider the terms of comparable market transactions which shall include, but no limited to, rent, rental adjustments, abated rent, lease term and financial condition of tenants.

3) Notwithstanding the foregoing, the new Base Rent shall not be less than the rent payable for the month immediately preceding the rent adjustment.

b. Upon the establishment of each New Market Rental Value:

1) the new MRV will become the new "Base Rent" for the purpose of calculating any further Adjustments, and

2) the first month of each Market Rental Value term shall become the new 'Base Month' for the purpose of calculating any further Adjustments.



III. Fixed Rental Adjustment(s) (FRA)

The Base Rent shall be increased to the following amounts on the dates set forth below:

On (Fill in FRA Adjustment Date(s)):

July 1, 2021

July 1, 2022

July 1, 2023

July 1, 2024

The New Base Rent shall be:

\$3,023.00

\$3,114.00

\$3,207.00

\$3,303.00

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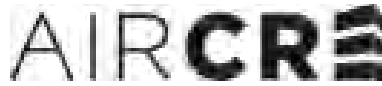
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Page 2 of 3

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ADDENDUM TO LEASE

Date: July 22, 2020

By and Between

Lessor: Nibbi Investments

Lessee: Bay Area Air Quality Management District

Property Address: 10 Arkansas St. Unit N San Francisco, CA 94107

(street address, city, state, zip)

Paragraph: 51

In the event of any conflict between the provisions of this Addendum and the printed provisions of the Lease, this Addendum shall control.

a) Termination Right:

In the Lessor's sole discretion, Lessor shall have the right to terminate this Lease by giving the Lessee eighteen (18) months prior written notice of the Lessor's intent to terminate prior to the Expiration Date in the event the owner of record decides to develop, demolish, or sell the Premises.

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Page 1 of 1

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease ("Second Amendment") is made as of (month) _ , (date) _ , 2025 by and between **ZUCKERMAN CONSTRUCTION COMPANY, LLC ("Lessor")** and **BAY AREA AIR QUALITY MANAGEMENT DISTRICT ("Lessee")**

RECITALS

A. Lessor presently leases to Lessee that Office/Warehouse Space in Building 2 comprising approximately Twenty-One Hundred (2,100) rentable square feet, commonly known and designated as 2956 A Treat Boulevard in Concord, California 94518 ("Leased Premises"), located at the intersection of Oak Grove Rd. and Treat Blvd. in Concord, California, pursuant to that certain Lease Agreement dated as of April 30, 2015 and Amendment to Lease dated June 3 2020, (called collectively the "Lease")

B. It is now the intention of the parties to amend certain portions of the Lease as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

Term. The term of this Lease shall be extended for a period of five (5) years, commencing on June 1, 2025 and expiring on May 31, 2030 ("Extended Term").

1. **Rent.**

a. Three Thousand Nine Hundred Ninety Dollars (\$3,990.00) "Fixed Minimum Rent," payable monthly in advance commencing on the first day of June 2025 and on the first day of each and every month thereafter, to and including the first day of May 2026, without offset or deduction whatsoever.

b. Beginning June 1, 2026, "Fixed Minimum Rent" shall be adjusted annually by 3%.

2. Security and Key Deposit. Upon Lessee's execution hereof, Lessee shall pay Lessor the sum of One Thousand Nine Hundred Seventy Five Dollars (\$1,975.00) which shall be added and become part of the security and key deposit held by Lessor. Simultaneous with the payment of such funds, the security and key deposit shall be increased from Three Thousand Three Hundred Sixty Five Dollars (\$3,365.00) to Five Thousand Three Hundred Forty Dollars (\$5,340.00).

3. Option to Extend. There are no further options to extend the term of the Lease beyond the date of May 31, 2030. Should Lessee desire to further extend the Lease beyond May 31, 2030, Lessee shall provide at least 6 months prior written notice before Lease expiration to Lessor, of Lessee's desire for additional term. Section 20, Option to Renew Lease, is hereby deleted.

4. Holdover. If Tenant retains possession of any part of the Premises after the Term, Tenant shall become a month-to-month tenant for the entire Premises upon all of the terms of this Lease as might be applicable to such month-to-month tenancy, except that Tenant shall pay all of Base Rent, Operating Cost Share Rent and Tax Share Rent at one hundred twenty percent (120%) of the rate in effect immediately prior to such holdover, computed on a monthly basis for each full or partial month Tenant remains in possession.

5. Miscellaneous. All provisions of this Second Amendment hereby incorporated into the Lease and shall constitute a part of the Lease. Except as herein modified or amended, all provisions, conditions and terms of the Lease shall remain fully ratified and affirmed and in full force and effect. In the event of any conflict between the terms of the Lease and the terms of the Second Amendment, the terms of this Second Amendment shall prevail.

LESSEE:

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

By: _____

Name: Dr Philip M. Fine

Its: Executive Office/APCO

Date: _____

LESSOR:

ZUCKERMAN CONSTRUCTION COMPANY, LLC

By: _____

Name: _____

Its: _____

Date: _____

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: December 3, 2025

Re: Authorization to Procure Equipment and Services from Agilaire, LLC to
Support Air Monitoring Data Acquisition Systems

RECOMMENDED ACTION

Authorize the Executive Officer/APCO to purchase Agilaire AirVision professional services, training, a test environment, ten (10) 8872 data loggers, and eight (8) data logger upgrade kits from Agilaire for a total amount not to exceed \$450,000 over a period of five years.

BACKGROUND

The Air District's legacy air quality data acquisition system is outdated, unsupported, and has made it challenging to support the continuity and integrity of the air quality data the Air District is mandated to collect. The data acquisition system bridges between air monitoring instruments that collect data to the Data Management System (DMS) that supports storage, review, and sharing of the data. A future phase of this modernization effort will include improving the DMS. This request focuses on upgrades to data acquisition systems.

DISCUSSION

The Air District initiated a project to modernize the data acquisition system, and in 2024 a foundational contract with Agilaire was executed, and an initial purchase of 20 data loggers was made in 2025 to begin the deployment. The current request is to procure the remaining components and services necessary to complete the full deployment to all 28 monitoring sites and ensure the operational stability of the entire Agilaire-based system.

Air District staff evaluated options using the following criteria and identified Agilaire as the most suitable option:

- Proprietary, Turn-Key System: Agilaire's AirVision software and 8872 data loggers are engineered as a single, proprietary system. The data loggers use

specialized, non-standard protocols that communicate exclusively with the AirVision server. Using third-party hardware would require costly, high-risk reverse engineering.

- Protection of Prior Investment: Since at least 2013, the Air District has used elements in the Agilaire ecosystem. Integrating non-Agilaire components would void software support and maintenance agreements and compromise the end-to-end performance required for the mission-critical, compliance-driven operations.
- Unique Experience: Only Agilaire's professional services team possesses the proprietary knowledge and direct access to the software's developers necessary for a successful implementation of the AirVision software.
- Lack of Viable Alternatives: A thorough market evaluation conducted in 2023 and updated in 2025 concluded that no other vendor offers a unified software and hardware solution that meets the Air District's specific technical and cyber security requirements. Agilaire is the sole developer and provider of this integrated system.

The Board is requested to authorize up to \$300,000 as the total contract amount for 5 years, which includes up to \$200,000 for ten (10) Agilaire 8872 data loggers and eight (8) data logger upgrade kits (Attachment 1). In addition, \$150,000 is being requested as a contingency fund, if there are additional services or supplies that are identified in the implementation of the data acquisition upgrades.

BUDGET CONSIDERATION/FINANCIAL IMPACT

It is anticipated that this contract may result in up to \$450,000 in expenditures over the life of the contract. There is \$113,240 in funding in the Fiscal Year Ending 2026 Budget, Program Code 802. Additional funds will be included in proposed in future year budgets.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Sandi Wong
Reviewed by: Ranyee Chiang

ATTACHMENT(S):

1. Attachment 1 - Agilaire Draft Master Services Agreement

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

MASTER SERVICES CONTRACT

CONTRACT NO. 2025.264

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 **Agilaire, LLC** (“CONTRACTOR”) whose address is 2904-B Tazewell Pike, Suite A, Knoxville, Tennessee 37918.
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 December 5, 2025 to December 4, 2030, unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.
6. TERMINATION
- A. The DISTRICT may terminate this Contract at any time, at will, and without specifying any reason, by notifying CONTRACTOR in writing. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of delivery of the notice of termination, and shall be delivered in accordance with the provisions of section 13 below. Immediately upon receipt of the notice of termination, CONTRACTOR shall cease all services under this Contract, except such services as are specified in the notice of termination. CONTRACTOR shall deliver a final invoice for all remaining services performed but not billed, including any services specified in the termination notice, on or before ten (10) business days following the termination date.
- B. Either party may terminate this Contract for breach by the other party.
- i) Failure to perform any agreement or obligation contained in this Contract or failure to complete the services in a satisfactory manner shall constitute a breach of the Contract.
- ii) The non-breaching party may terminate the Contract by delivery of a written notice of breach. The notice of breach shall specify the date of termination, which shall be no earlier than ten (10) business days from delivery of the notice of breach. In the alternative, at its sole discretion, the non-breaching party may require the breaching party to cure the breach. The notice of breach shall specify the nature of the breach and the date by which such breach must be cured.
- iii) If CONTRACTOR fails to perform any obligation under this Contract, DISTRICT at its sole discretion, may perform, or cause the performance, of the obligation itself. In that event, DISTRICT shall deduct the costs to perform such obligation and any other costs to cure the breach from the payment otherwise due to CONTRACTOR for work performed under this Contract. DISTRICT's performance hereunder shall not be deemed a waiver or release of any obligation of, or default by, CONTRACTOR under this Contract.
- iv) The notice of breach shall be provided in accordance with the notice requirements set forth in section 13.
- v) The non-breaching party reserves all rights under law and equity to enforce this Contract and recover any damages.
7. INSURANCE
- A. CONTRACTOR shall maintain the following insurance:
- i) Workers' compensation and employers' liability insurance as required by California law or other applicable statutory requirements.
- ii) Occurrence-based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each occurrence. Such insurance shall include DISTRICT and its officers, agents, and employees as additional insureds and shall be primary with respect to any insurance maintained by DISTRICT.
- iii) Business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles. If CONTRACTOR is a sole proprietor, CONTRACTOR may meet this insurance requirement with personal automobile liability insurance carrying a business use endorsement or by demonstrating to the satisfaction of DISTRICT that business

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

- 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 \$433,912. 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 on CONTRACTOR's letterhead; must list DISTRICT's contract number, Purchase Order Number; and must be submitted to: Bay Area Air Quality Management District, 375 Beale Street, Suite 600, San Francisco, CA 94105, Attn: Sandi Wong.
- 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: Sandi Wong

CONTRACTOR: Agilaire, LLC
2904-B Tazewell Pike, Suite A
Knoxville, Tennessee 37918
Attn: Steve Drevik

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. 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

AGILAIRE, LLC

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

By: _____
Steve Drevik
President

Date: _____

Date: _____

Approved as to form:

By: _____
Alexander Crockett
General Counsel

Attachment A
General Description of Services

Pursuant to Task Orders issued under the Contract, CONTRACTOR shall provide hardware, AirVision software licenses, training, support and maintenance, and professional services for data acquisition systems (also known as data loggers).

DRAFT

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: December 3, 2025

Re: Authorization to Accept Clean Cars for All Program Funds from the California
Air Resources Board

RECOMMENDED ACTION

Adopt a resolution authorizing the Air District to accept, obligate, and expend Clean Cars for All Program funding from the California Air Resources Board.

BACKGROUND

Wide-scale adoption of zero-emission vehicles and equipment and electrification of all types of transportation are essential to achieving local, state, and federal emission reduction targets for greenhouse gases and criteria pollutants. The Air District has administered the Clean Cars for All (CCFA) Program since 2019. The program has been supported by a variety of state and local funds and continues to be a popular and beneficial program. Through the CCFA Program, the Air District provides incentives for low-income households (up to 300% of the Federal Poverty Level) to retire older, high-polluting vehicles, and replace them by purchasing or leasing a new or used plug-in hybrid electric vehicle, battery electric vehicle or fuel cell electric vehicle. Alternatively, participants may opt to retire their vehicle in exchange for funding for public transit or an electric bike. The CCFA Program reduces criteria pollutants and greenhouse gas emissions throughout the Bay Area and supports the goal of equitable access to electric vehicles and clean transportation.

DISCUSSION

The CCFA Program began in 2019 and has been supported by a total of \$86.5 million from a variety of state and local funds. 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 funding to qualified low-income residents and is an important tool in achieving the Air District's air quality and climate goals. As of November 1, 2025, 7,427 applications have been awarded in the Bay Area.

Seante Bill (SB) 127 directed CARB to ensure regional air district CCFA programs have enough funding for applications received from the past three fiscal year appropriations. Pursuant to SB 127, CARB is moving up to \$18 million of funding, previously earmarked for the California E Bike Incentive Project, to the regional air district CCFA programs to ensure funding is available to support these projects. This funding, plus the \$25 million appropriated (SB 105, Wiener, Chapter 104, Statutes of 2025) from the Greenhouse Gas Reduction Fund, is being distributed to the regional air district CCFA programs. After CARB administrative costs are deducted, the total new regional air district CCFA program allocation is \$41.75 million. In October 2025, CARB staff informed Air District staff that up to \$9 million of these funds will be allocated to the Bay Area Air District. Air District staff recommend the Board of Directors adopt the attached resolution to accept CARB funding for the Bay Area CCFA Program.

This funding will allow the Air District to continue providing incentives to low-income residents in disadvantaged communities, further expanding access to clean transportation. Up to 15% of the funds awarded to the Air District may be used to administer the CCFA Program, with 10% available to support Air District staff costs to manage applications. The remaining 5% may be used to subcontract with third party entities to assist applicants and help increase participation. CARB requires the Air District Board of Directors adopt a resolution to accept program funds.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funds from CARB are considered “pass-through” funds, which are provided to eligible grantees for CCFA projects. Up to 15% of the funds awarded can be used for Air District staff costs and other program implementation costs. Funds for the CCFA Program are included in Program 330.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Tin Le
Reviewed by: Anthony Fournier

ATTACHMENT(S):

1. Draft Board Resolution to Accept CARB Clean Cars For All Funding

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

RESOLUTION NO. 2025-_____

A Resolution Accepting Clean Cars for All Program funds From the California Air Resources Board

WHEREAS, the purpose of this Resolution is to authorize the Bay Area Air Quality Management District (Air District) to accept, obligate, and expend up to \$9 million in Clean Cars for All Program funding from the California Air Resources Board (CARB) to administer the Bay Area Clean Cars For All Program and to authorize the Executive Officer/Air Pollution Control Officer to execute all necessary agreements, required documents, and amendments required to expend this funding;

WHEREAS, Senate Bill (SB) 127 directed CARB to ensure regional air district Clean Cars for All programs have enough funding for applications received, from the past 3 fiscal year appropriations. Pursuant to SB 127, CARB is moving up to \$18 million, previously earmarked for the California E Bike Incentive Project, to the regional air district Clean Cars for All programs to ensure funding is available to support these projects;

WHEREAS, in 2025 the California Legislature appropriated \$25 million from the Greenhouse Gas Reduction Fund to the regional air district Clean Cars for All programs;

WHEREAS, in October 2025, CARB staff notified the Air District that they will award up to \$8.8 million in funding to the Air District's Bay Area Clean Cars For All Program;

WHEREAS, CARB will authorize a grant of up to \$9 million to the Air District to continue to implement the Bay Area Clean Cars For All program, upon approval by the Board of Directors to accept such grant of funds;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves the Air District's acceptance of CARB funds and commits the Air District to comply with the CARB Clean Cars for All Program requirements.

BE IT FURTHER RESOLVED that the Board of Directors hereby authorizes the Executive Officer/Air Pollution Control Officer to accept, obligate, and execute all agreements, required documents, and any amendments thereto to implement and carry out the purposes of this resolution.

The foregoing resolution was duly and regularly introduced, passed and adopted at a public meeting of the Board of Directors of the Bay Area Air Quality Management District on the Motion of Director _____, seconded by Director _____, on the ____ day of _____, 2025 by the following vote of the Board:

AYES:

NOES:

ABSTAIN:

ABSENT:

Lynda Hopkins
Chair of the Board of Directors

ATTEST:

Marcy Hiratzka
Clerk of the Board of Directors

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: December 3, 2025

Re: Authorization to Execute a Professional Services Agreement with GRID
Alternatives Bay Area to Provide Consumer Education and Support for the
Clean Cars for All Program

RECOMMENDED ACTION

Authorize the Executive Officer/APCO to execute a professional services agreement with GRID Alternatives Bay Area, for work supporting the Clean Cars for All program for a two-year term, in an amount not to exceed \$649,358.

BACKGROUND

The Clean Cars for All (CCFA) program is a scrap-and-replace program that provides up to \$12,000 in incentives for income-qualifying Bay Area households to retire older, high-polluting vehicles and replace them with cleaner vehicles or alternative mobility options (e.g. electric bicycles and public transit funding). Increased incentive amounts are available to participants who reside in disadvantaged community census tracts and additional funding is available for public charging, home charging installations, and vehicle adaptive equipment for accessibility needs.

The Air District launched the CCFA program in March 2019 and has received over \$86 million in funding to date from a combination of state and local funding sources. Approximately \$10 million is available for the current application cycle, where \$650,000 is budgeted for case management and related outreach services. The Air District anticipates receiving up to an additional \$9 million in funding from the California Air Resources Board within this current fiscal year. Depending on the amount of funding available, disadvantaged community census tract participation, and the incentives consumers select, between 1,000 - 3,000 applications are processed each year.

Consumer education and support is a critical component of the program due to the high volume of inquiries and applications and the need for increased assistance with navigating program requirements. Case managers support the CCFA program by evaluating the eligibility of consumers and vehicles; conducting targeted outreach and marketing; providing education on electric vehicle technology and benefits; assisting

applicants through the application and vehicle replacement process; and delivering multilingual and culturally responsive support. Case managers work closely with Air District staff to administer the program and follow established procedures for secure data management and monitoring projects for compliance. Contracting with a qualified firm allows the Air District to cost-effectively increase its capacity and provide specialized support to adequately address program demand and the needs of Bay Area residents and priority communities.

DISCUSSION

On August 13, 2025, the Air District issued Request for Proposals (RFP) No. 2025-017 to solicit bids for a two-year contract with three optional one-year extensions for case management services to support the CCFA program. Proposals were due on September 17, 2025, and three proposals were received from the following firms: Center for Sustainable Energy; Charge Across Town; and GRID Alternatives Bay Area, Inc. The review panel consisted of three Air District staff from the Technology Implementation Office and Communications Office.

The review panel evaluated the three proposals between September 22, 2025, and October 7, 2025, by using the criteria published in the RFP: Expertise (35 points), Experience (20 points), Approach (20 points), and Cost (20 points). A maximum of 100 points was possible. The results from the panel scoring review are shown in Table 1.

Table 1: CCFA Program RFP Proposal Scoring Results

Vendor	Expertise (35)	Experience (20)	Approach (20)	Cost (25)	Total Score (100)
GRID Alternatives Bay Area	33.3	19	18.7	22.3	93.33
Center for Sustainable Energy	31.3	18.3	17.3	19.7	86.67
Charge Across Town	26.7	16	15	21.7	79.33

The top-ranked firm, GRID Alternatives Bay Area, received a total score of 93.33 points and distinguished itself through:

- Strong technical expertise and capacity to meet the program's case management and outreach needs.
- Over 20 years of experience working with government agencies and community-based organizations on equity-focused emission reduction programs for electric vehicles, electric bicycles, charging, and solar, including seven years with the Air District's CCFA program as the current contractor for case management services.

- Detailed and responsive approach to case management and outreach strategies, program challenges and suggested improvements, with considerations for accessibility and priority communities.
- Cost-effective proposal that allocated the highest number of personnel hours to case management and outreach to adequately meet projected program demand over the two-year contract period.

The panel concluded that GRID offered a desirable combination of demonstrated expertise, experience, and value to the Air District. GRID has provided case management assistance for the CCFA program since 2019 and they have extensive knowledge and experience to continue supporting the program. Air District staff are therefore recommending the Board of Directors approve GRID as CCFA program contractor and authorize the Executive Officer/APCO to execute a Professional Services Agreement for up to \$649,358 for a two-year term.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funds to administer the CCFA program are included in the total program allocations from various grant sources. Funds for this contract are included in Program 330, CCFA Program, for Fiscal Year Ending 2026. Costs for future years will continue to be included in future proposed budgets for Program 330.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Deanna Yee
Reviewed by: Anthony Fournier, Tin Le

ATTACHMENT(S):

1. Draft GRID Alternatives Contract 2025.260

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

PROFESSIONAL SERVICES CONTRACT

CONTRACT NO. 2025.260

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 **GRID Alternatives Bay Area** (“CONTRACTOR”) whose address is 1171 Ocean Ave, Unit 200, Oakland, CA 94608.
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 B 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 all 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 A and incorporated herein by this reference.
4. **TERM** – The term of this Contract is from January 1, 2026 to December 31, 2027, 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, including but not limited to repayment of funds pursuant to Paragraph 2 of Attachment A.

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 of 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 harmless DISTRICT, its officers, employees, 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 DISTRICT.
- B. CONTRACTOR shall indemnify and hold harmless the State of California, CARB, and its/their officers, employees, 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.

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 C 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 on CONTRACTOR's letterhead; shall list DISTRICT's contract number, the period covered by the invoice; and shall be submitted to: Bay Area Air Quality Management District, 375 Beale Street, Suite 600, San Francisco, CA 94105, Attn: Tin Le.
 - 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 \$649,358.
- 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.
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 \$649,358. 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: Tin Le

CONTRACTOR: GRID Alternatives Bay Area
1171 Ocean Ave, Suite 200

Oakland, CA 94608
Attn: Arthur Bart-Williams

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 act in an independent capacity and shall not be considered employees or agents of DISTRICT or CARB, nor shall CONTRACTOR, its officers, employees, agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans given or extended by DISTRICT or CARB to its/their employees.
 - C. DISTRICT reserves the right to review the credentials to perform the 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 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 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.
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 the Air District," 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 Air District. The Air 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 – 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, expiration, or cancellation 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.
17. NON-DISCRIMINATION – In the performance of this Contract, CONTRACTOR shall not discriminate in its recruitment, hiring, promotion, demotion, and termination practices, or harass or allow harassment of any employee, on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, medical condition, reproductive health decision making, genetic information, gender, gender identity, gender expression, age (over 40), veteran or military status, physical or mental disability, or any other characteristic protection by law. CONTRACTOR shall not unlawfully deny family-care leave, medical-care leave, pregnancy-disability leave or other legally protected leave. CONTRACTOR shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, which are incorporated herein by reference. CONTRACTOR shall comply with California Government Code section 11135; Title VI of the U.S. Civil Rights Act of 1964; Section 504 of the federal Rehabilitation Act of 1973; the federal Age Discrimination Act of 1975; Section 13 of the Federal Water Pollution Control Act of 1972; and U.S. Environmental Protection Agency's implementing regulations at 40 C.F.R. Parts 5 and 7. CONTRACTOR shall give notice of this section to labor organizations with which they may have a collective bargaining or other agreement. CONTRACTOR shall permit access by representatives of DISTRICT, CARB, California Civil Rights Department, or U.S. EPA to all information required to ensure compliance with this clause. CONTRACTOR acknowledges that CARB will submit a complaint to the California Civil Rights Department for investigation if it has information that CONTRACTOR has violated this clause, and that CONTRACTOR may be subject to remedial action and termination of this Contract. The CARB Civil Rights Policy applies to this Contract. CONTRACTOR shall also require each subcontractor performing services in connection with this Contract to comply with this section and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.

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. Any assignment may be subject to approval by CARB.
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 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 a 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.
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 following provisions shall survive the expiration or termination of this Contract: Sections 7 (Indemnification), 12 (Employees of Contractor), 13 (Confidentiality), 14 (Intellectual Property), 15 (Publication), 16 (Audit / Inspection of Records), 17 (Non-Discrimination) (with regard to Contractor's acknowledgment that CARB will file a complaint if it has information that Contractor has violated the clause), 23 (Severability), and Attachment A, Paragraph 2 (Payment (Recapture) On Demand), Attachment A, Paragraph 3 (Third Party Beneficiary), Attachment A, Paragraph 5 (Non-Exclusive Remedies), Attachment A, Paragraph 8 (Contractor's Responsibility for Work), Attachment A, Paragraph 10 (Personally Identifiable Information (PII)), Attachment A, Paragraph 13 (Electric Vehicle Charging Infrastructure and Equipment), Attachment A, Paragraph 14 (Greenhouse Gas Reduction Fund Acknowledgement), Attachment A, and Paragraph 16 (Generative Artificial Intelligence).
29. AUTHORIZED SIGNATURE – CONTRACTOR agrees, under penalty of perjury, that it has signed or authorized the signing of this Contract by a person with full power and legal authority to sign this Contract, and that all statements, responses and information provided to the DISTRICT in pursuit of the Contract are true and correct. CONTRACTOR agrees that all statements, responses and information are subject to investigation by the DISTRICT and CARB, or their representatives, and that any false statements, responses or information may be in violation of the California False Claims Act, is in breach of this Contract, and may disqualify CONTRACTOR from receiving any existing or further funding. By signing this Contract, CONTRACTOR is bound to and will comply with all terms and conditions of this Contract, including those in any Attachments.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

GRID ALTERNATIVES BAY AREA

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

By: _____
Arthur Bart-Williams
Executive Director

Date: _____

Date: _____

Approved as to form:

By: _____
Alexander G. Crockett
General Counsel

Attachment A
California Air Resources Board (CARB) Requirements

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

1. CONFLICT OF INTEREST

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

2. PAYMENT (RECAPTURE) ON DEMAND

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

3. THIRD-PARTY BENEFICIARY

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

4. COMPLIANCE WITH AIR QUALITY LAWS

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

- D. CONTRACTOR agrees that, if DISTRICT has made payments to CONTRACTOR under this Contract, and CONTRACTOR is in continuing violation of applicable air quality laws, the DISTRICT may, at its discretion, require CONTRACTOR to return some or all of the funding. CONTRACTOR will promptly return funding to the DISTRICT within the time specified by the DISTRICT.

5. NON-EXCLUSIVE REMEDIES

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

6. RUSSIAN SANCTIONS

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

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

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

8. CONTRACTOR'S RESPONSIBILITY FOR WORK

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

9. 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.

10. 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.

11. 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.

12. 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.

13. ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND EQUIPMENT

- A. CONTRACTOR certifies that any installation of electric vehicle charging equipment will comply with Public Utilities Code section 740.20, and agrees that Electric Vehicle Infrastructure Training Program (EVITP) Certification Numbers of each EVITP-certified electrician that will install equipment will be submitted prior to reimbursement by DISTRICT.
- B. CONTRACTOR agrees to comply with the California Energy Commission's uptime recordkeeping and reporting standards for electric vehicle chargers and charging stations for a minimum of six (6) years, or such longer period as the California Energy Commission designates. (Public Resources Code section 25231.5)

14. GREENHOUSE GAS REDUCTION FUND ACKNOWLEDGEMENT

- A. CONTRACTOR agrees to include the California Climate Investments (CCI) funding boilerplate and logo (see Figure 1) on all outreach and public facing materials whenever it publicizes (in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material) projects funded in whole or in part by this Contract. The acknowledgment must read as follows: "Clean Cars 4 All is part of the California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities." Whenever applicable, CONTRACTOR agrees to use the Spanish translation: "Clean Cars 4 All forma parte de las Inversiones del Clima de California, un iniciativa estatal que destina miles de millones de dólares de Cap-and-Trade para la reducción de gases de efecto invernadero, fortalecimiento de la economía y mejoramiento de la salud pública y el medio ambiente – especialmente en comunidades en desventaja."

Figure 1: CCI logo



15. AMERICANS WITH DISABILITIES ACT

- A. CONTRACTOR will ensure that work products submitted to CARB, uploaded, or otherwise provided to CARB by CONTRACTOR and/or its subcontractors under this Contract, which are intended to be publicly posted or otherwise distributed to the public, comply with Web Content Accessibility Guidelines 2.0, levels A and AA, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Parts 1193 and 1194). For any work product provided to CARB in PDF format, CONTRACTOR must also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign).

16. GENERATIVE ARTIFICIAL INTELLIGENCE

- A. _Generative Artificial Intelligence (GenAI) is an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code section 11549.64)
- B. CONTRACTOR must notify DISTRICT and CARB within 15 days if it (i) intends to provide GenAI as a deliverable to the DISTRICT or CARB; (ii) intends to utilize GenAI to complete all or a portion of its work under this Contract.
- C. At the direction of the DISTRICT or CARB, CONTRACTOR agrees to discontinue use of GenAI.
- D. Failure to disclose or discontinue the use of GenAI may be deemed a material breach of this Contract.

ATTACHMENT B

SCOPE OF WORK

Overview:

The Clean Cars for All (CCFA) Program provides grants to income-qualified Bay Area residents to retire older, high-polluting vehicles and replace them with cleaner transportation options, including plug-in hybrid, battery-electric, or fuel-cell vehicles, or alternative mobility options such as public transit or electric bicycles.

DISTRICT administers the CCFA Program to promote equitable access to clean transportation and to reduce transportation-related emissions in communities disproportionately burdened by pollution. Outreach and education efforts are focused on the following Priority Areas:

- Bay Area Assembly Bill (AB) 617 communities (West Oakland; Richmond–North Richmond–San Pablo; Bayview–Hunters Point/Southeast San Francisco; East Oakland);
- Households living in disadvantaged community census tracts as identified in CalEnviroScreen 4.0;
- Households that are primarily non-English speaking; and
- Populations that are eligible for but underserved by CCFA.

Description of Work:

CONTRACTOR shall work closely with DISTRICT staff to implement, administer, and expand the CCFA Program efficiently, effectively, and equitably. CONTRACTOR shall provide case management services and targeted outreach and marketing services for the CCFA Program.

Task 1: Case Management Services

CONTRACTOR shall provide case management services for the CCFA Program. This includes assisting prospective applicants, current applicants, and approved applicants (hereinafter collectively referred to as “Participants”) of the CCFA Program. CONTRACTOR shall be responsible for the following:

1. Attend and participate in a kick-off planning meeting with DISTRICT staff.
2. Attend and participate in weekly check-in meetings with DISTRICT staff to provide status updates on active cases, support activities, and any emerging issues or trends. CONTRACTOR shall prepare and share summary updates in advance of each meeting, as requested by DISTRICT. DISTRICT reserves the right to reschedule or cancel meetings at its discretion.
3. Recruit case managers and support staff with experience in working with low-income and non-English speaking individuals with fluency in common languages spoken in the Bay Area (e.g., Spanish, Mandarin, Cantonese, Tagalog, and Vietnamese).
4. Maintain an Operations Manual to be used by all case managers to ensure a consistent process for assisting and supporting Participants.
5. Train case managers on CCFA Program requirements, eligibility criteria, incentive levels, and the Operations Manual.
6. Establish procedures and processes for protecting personally identifiable information, maintaining the confidentiality of all Participant records, including but not limited to all project records and supporting documentation that personally identifies an individual or individuals in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal

statutes and regulations.

7. Implement appropriate data security measures to maintain confidentiality and prevent unauthorized access or disclosure of confidential information and personally identifiable information.
8. Set up and manage a hotline to provide program information and encourage program participation.
9. Ensure case managers provide consistent, high-quality services to Participants. Case managers' responsibilities shall include:
 - a) Conduct preliminary evaluation of eligibility of Participants (based on household income level and zip code) and their current vehicles.
 - b) Provide one-on-one assistance to Participants by phone, e-mail, or in-person at events.
 - c) Help Participants complete the online application and upload all supporting documents.
 - d) Educate Participants on vehicle and transportation options to help them make informed decisions, including estimated costs of ownership, warranties, refueling procedures, and the incentive amounts that are available to the Participant via the CCFA Program administered by DISTRICT and other sources. DISTRICT staff will provide educational materials to help case managers.
 - e) Assist Participants in identifying sources of financing.
 - f) Respond to Participants' inquiries regarding program requirements and application status within five (5) business days, with faster response times for urgent matters or approved applicants whenever possible. CONTRACTOR shall establish a system to prioritize time-sensitive inquiries and ensure timely, consistent communication during periods of high program demand.
 - g) Maintain all information in DISTRICT's grant management system (Fluxx), including the Participant's contact information, supporting documentation, case notes, communications, and a record of all outreach and follow-up attempts.
 - h) Provide instructions to approved applicants on steps for scrapping their existing vehicle, purchasing a new vehicle, or setting up the transit card or electric vehicle charging card.
 - i) Refer Participants to California's Low-Cost Auto Insurance Program.
 - j) Protect Participants and their information from predatory loans by explaining benefits and drawbacks of warranty and insurance options and ensuring dealers use best fair-trade practices (see California Vehicle Code Section 11713 and DMV Guide for Licensed Vehicle Dealers and Lessor-Retailers Section X), and provide basic education on California's lemon law protections.
 - k) Safeguard all personally identifiable information, information or data that personally identifies an individual or individuals, in accordance with [California Civil Code \(CIV\) §1798, et seq.](#) and other relevant State or Federal statutes and regulations.
 - l) Conduct virtual and/or in-person vehicle pre-inspections, including verification of the vehicle identification number (VIN), license plate number, odometer reading, and functionality test (vehicle must move forward and backward at least 25 feet under its own power). Submit completed pre-inspection forms to DISTRICT.
 - m) Immediately report any suspected or confirmed fraudulent activity by a dealer, Participant, or third-party entity to DISTRICT and collaborate on appropriate follow-up actions.
 - n) Monitor compliance, reporting requirements, and survey obligations for previously funded CCFA projects.
 - o) Track and report recurring issues or barriers (e.g., financing challenges, document upload issues, dealership limitations) to DISTRICT on a quarterly basis to support program

- improvements.
- p) Assist Participants with understanding and accessing eligible electric vehicle charging options and adaptive vehicle equipment incentives. This includes but is not limited to:
 - i) Educating Participants on Electric Vehicle Service Equipment (EVSE) options.
 - ii) Assisting Participants in selecting the appropriate incentive, including rebates for Level 2 home chargers, portable chargers, or public charging cards.
 - iii) Assisting Participants in preparing and submitting EVSE installation estimates and reimbursement packets to DISTRICT.
 - iv) Providing information and assistance to Participants who require adaptive equipment in their replacement vehicle.
 - v) Assisting Participants in understanding eligibility requirements; referring them to qualified dealers, including members of the National Mobility Equipment Dealers Association (NMEDA); and assisting with supporting documentation needs, such as confirming driver license restrictions or assessing whether existing adaptive equipment is transferable.
 - vi) Coordinating with the DISTRICT to ensure all applicable requirements are met prior to reimbursement.

Task 2: Targeted Outreach and Marketing

CONTRACTOR shall support DISTRICT in expanding access to the CCFA program through culturally competent and equity-focused outreach and marketing strategies, with emphasis on increasing participation among the Priority Areas identified in the Overview of this Attachment B.

Tasks shall include, but are not limited to:

1. Collaborate with DISTRICT staff to develop a targeted outreach strategy that aligns with program goals and focuses on the identified Priority Areas.
2. Plan and implement culturally and linguistically appropriate outreach activities, including in-person events, community presentations, online campaigns, and print media.
3. Host or co-host community outreach events focused on CCFA education and application support, in collaboration with community-based organizations (CBOs), environmental justice groups, local governments, and nonprofits. Events may include program overviews, one-on-one guidance, and optional pre-inspection services, with the goal of helping attendees understand program requirements and prepare to apply. CONTRACTOR shall plan and host at least one (1) outreach event in each AB 617 community during the contract term.
4. Attend at least six (6) outreach events per year hosted by partner organizations, community-based organizations, or the DISTRICT to promote the CCFA program, distribute materials, and engage with eligible residents. CONTRACTOR attendance shall be coordinated with DISTRICT staff to ensure complementary presence and coverage.
5. Offer in-person office hours, by appointment or at regularly scheduled times, to provide individualized support to Participants. Office hours may take place at CONTRACTOR's office or at partner sites and should help reduce barriers for Participants with limited digital access or language support needs.
6. Develop, translate, and distribute outreach materials (e.g., flyers, fact sheets, signage, digital graphics), subject to DISTRICT review and approval. All materials must meet accessibility requirements, including compliance with the Americans with Disabilities Act (ADA) and state and federal standards for digital and print accessibility.

7. Coordinate closely with case managers to ensure outreach efforts are aligned with eligibility requirements, application capacity, and Participant support.
8. Track and report all outreach activities, including event attendance, partner collaborations, materials distributed, and community feedback received.
9. Submit a detailed outreach plan for DISTRICT review and approval prior to the expenditure of any funds intended for outreach or education tasks.

DRAFT

ATTACHMENT C

COST SCHEDULE

DISTRICT shall pay CONTRACTOR on a time-and-materials basis to complete the work outlined in the Scope of Work. CONTRACTOR shall submit monthly invoices for payment for the number of hours worked by staff name and role and the amount of expenses incurred in the previous month. All expenses invoiced must include supporting documentation (e.g., receipts). Payments shall be made in accordance with Section 8, Payment, of this Contract.

Labor:

DISTRICT shall pay CONTRACTOR for time spent completing work at the hourly rates listed in Table 1 below.

Staff Title	Hourly Rate	
	January 1, 2026 to December 31, 2026	January 1, 2027 to December 31, 2027
Executive Director	\$129.50	\$135.98
Programs Director, Clean Mobility	\$84.95	\$89.20
Program Manager, Clean Cars for All	\$70.21	\$73.72
Outreach Partnerships Manager, Clean Mobility	\$64.51	\$67.74
Assistant Program Manager	\$62.61	\$65.74
Program Coordinator	\$52.47	\$55.09
Program Fellow	\$34.37	\$36.09

Direct Expenses:

In addition to labor, DISTRICT shall reimburse CONTRACTOR for direct expenses that may be required in performance of the work outlined in the Scope of Work. CONTRACTOR shall obtain written approval from DISTRICT prior to incurring any expenses. All expenses shall be billed to DISTRICT at the actual cost incurred with no mark-up. Allowable direct expenses include:

- Translation and interpretation services (for both case management and outreach)
- Equipment and office supplies
- Phone and hotline services
- Outreach and promotional materials (including printing and design)
- Translation and printing of materials
- In-state travel for business purposes related to the Contract

Maximum Cost Per Task:

Payments for each task shall not exceed the maximum amount listed for that task in Table 2, unless DISTRICT provides prior written approval to re-allocate funds from a different task. The maximum amount includes all labor, expenses, materials, overhead, and applicable taxes.

Table 2: Maximum Cost Per Task

Task	Maximum Cost
Task 1 – Case Management Services	\$524,467
Task 2 – Targeted Outreach and Marketing	\$124,891
Total	\$649,358

Total Cost of Contract Not to Exceed: \$649,358.

DRAFT

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: December 3, 2025

Re: Authorization to Execute a Master Services Agreement for a Grants
Management System and to Purchase Salesforce Licenses

RECOMMENDED ACTION

Authorize the Executive Officer/APCO to:

1. Enter into an agreement with StackNexus Inc. to create and maintain a Grants Management System for \$730,000 for 5 years; and
2. Purchase one-year Salesforce licenses from Carahsoft for a cost not to exceed \$200,000.

BACKGROUND

The Air District administers a variety of grant programs that complement its regulatory initiatives aimed at improving air quality and public health. Grant funds are managed in accordance with the guidelines and contractual requirements of each funding source, as well as internal administrative procedures established by the Air District. These requirements include applicant eligibility criteria, project operational standards, and administrative mandates such as data reporting and adherence to grant funding obligation and liquidation deadlines.

The Air District oversees active projects and programs totaling over \$380 million from federal, state, and local revenue sources annually. Currently the Air District is reliant on over ten different data management, application and storage systems, making accepting applications, tracking projects and reporting information cumbersome and inefficient. A new unifying grants management system would allow for significant updates in efficiency, audit compliance, risk reduction, and the ability to expand programs while maintaining current staffing levels.

Grants Management System Vendor Selection

On January 6, 2025, the Air District issued Request for Proposals (RFP) No. 2025-001, seeking qualified firms to bid on a project to design, build, and maintain a modern, integrated Grants Management System (GMS) to the Air District's requirements. The

goal is to replace outdated legacy systems with a unified, modern platform that consolidates grant programs and project records while streamlining administrative processes across multiple programs and funding sources.

The selected vendor will be responsible for the full Software Development Life Cycle, including project management, requirements gathering, system design, development and configuration, testing, data and operational migration, integration with existing systems, implementation, and post-go-live maintenance and support. The RFP also asked bidders to include a detailed plan for ongoing support to ensure the long-term success, adaptability, and security of the GMS.

Given the complexity, need for rapid deployment, and specialized nature of the work, this project cannot be completed in-house and requires contractor support with proven experience in enterprise-level system integration and GMS implementation. The proposed contract term will be 5 years.

Under the RFP, a total of 26 proposals were received, evaluated and scored by a panel of Air District staff. The Scoring Summary for the top 5 bidders can be found in Attachment #2. Interviews and demonstrations with the top 5 scoring bidders were held in April 2025 and reference checks and requests for best and final offers were requested by May 27, 2025. The evaluation panel completed its review on July 18, 2025, and StackNexus Inc. received the highest overall score and is recommended for contract award.

Salesforce Licenses

Based on the RFP review panel's recommendation of the vendor and their GMS product, the system will be built using the Salesforce platform, requiring the Air District to purchase Salesforce product and user licenses. To do so, the Air District will leverage the State of Utah National Association of State Procurement Officials (NASPO) ValuePoint Master Agreement No. AR2472 via the State of California Participating Addendum No. 7-17-70-40-05 for this procurement.

Pricing under the State of Utah NASPO ValuePoint Master Agreement has been competitively solicited to reflect fair market value and best value. The purpose of the cooperative is to ensure that the Air District receives competitive pricing without having to run its own RFP process. The Air District may consider other vendors through a similar process as they become available if they are able to provide competitive or better pricing.

DISCUSSION

Grants Management System vendor contract

Based on the RFP process, the review panel recommends entering into agreement with StackNexus, Inc. for award of RFP No. 2025-001. The cost to build a fully functional GMS in the Salesforce platform with additional support and maintenance would be up to \$730,000 for the first 5 years, which includes 20% for contingency.

StackNexus, Inc. will provide a new GMS that will feature a centralized application portal, enabling the Air District to efficiently launch grant program solicitations and allowing applicants to seamlessly submit their applications and proposals. Enhanced workflows will streamline operations, improving both efficiency and consistency across all grant programs. The system will also offer greater flexibility to update existing programs and design new ones with ease. Robust security measures will be integrated to protect sensitive data and ensure compliance with privacy and regulatory standards. Additionally, by consolidating data across funding sources and programs, it will support more transparent reporting and make it easier to communicate results to stakeholders.

Salesforce licenses

Leveraging the pricing under the State of Utah NASPO ValuePoint Master Agreement with Carahsoft, the Air District is seeking the following licenses as recommended by the GMS vendor, StackNexus, Inc.:

- Public Section Foundation
- Government Cloud Plus
- Lightning Platform – Enterprise Edition
- Customer Community Plus for Public Sector
- Salesforce Shield for data security
- 1 Terabyte of File Storage
- Premier Success Salesforce Support
- Salesforce Maps
- Salesforce Knowledge

Licenses will be purchased once the vendor contract with StackNexus Inc. is in place and can be renewed annually. The cost of licenses is not to exceed \$200,000 in the first year and will be reassessed annually. If the Air District continues to work with the same vendor, the Air District anticipates the following years to include additional costs associated with a maximum of 5% increase in quoted price per year, as well as the addition of licenses as needed for grantees, potentially increasing the cost up to \$300,000 annually.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The cost of the development and maintenance of the GMS is up to \$730,000 over 5 years with the opportunity to extend for an additional two years for a total of an additional \$50,000. The associated Salesforce Licenses cost an amount not to exceed \$200,000 in the first year. If the Air District continues to work with the same vendor to procure Salesforce licenses, the cost is expected to increase to no more than \$300,000 annually. The total cost of the development, maintenance and licenses for the GMS over 5 years is estimated to be up to \$2,100,000, which averages to a total annual cost less than 5% of the administrative budget for the division.

Funding for costs related to administration of grant programs, including vendor services to build and maintain related systems, is provided by Special Revenue funded by federal, state, and local sources, including but not limited to California Air Resources Board, Environmental Protection Agency, Department of Motor Vehicles fees and the Air District General Fund.

The first year's costs are included in the Fiscal Year 2026 budget in Programs 307 (state grant programs), 308 (Transportation Fund for Clean Air), 310 (Mobile Source Incentive Fund), 311 (Woodsmoke Reduction Program) and 313 (General Funds). Future service costs will be included in future proposed budgets.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared By: Minda Berbeco
Reviewed by: Alona Davis, Joy Chen, Kevin Vo, Chengfeng Wang

ATTACHMENT(S):

1. Attachment 1. Draft Proposed Contract No. 2025.257 - StackNexus Inc
2. Attachment 2. Scoring Summary of Top 5 Scoring Bidders for GMS System
3. Attachment 3. Carahsoft Quote for Salesforce Licenses

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

MASTER SERVICES CONTRACT

CONTRACT NO. 2025.257

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 **StackNexus, Inc.** (“CONTRACTOR”) whose address is 1401 21st Street, Suite 210, Sacramento, CA 95811.
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 February 1, 2026 to February 1, 2031, unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.

6. TERMINATION

- A. The DISTRICT may terminate this Contract at any time, at will, and without specifying any reason, by notifying CONTRACTOR in writing. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of delivery of the notice of termination, and shall be delivered in accordance with the provisions of section 13 below. Immediately upon receipt of the notice of termination, CONTRACTOR shall cease all services under this Contract, except such services as are specified in the notice of termination. CONTRACTOR shall deliver a final invoice for all remaining services performed but not billed, including any services specified in the termination notice, on or before ten (10) business days following the termination date.
- B. Either party may terminate this Contract for breach by the other party.
- i) Failure to perform any agreement or obligation contained in this Contract or failure to complete the services in a satisfactory manner shall constitute a breach of the Contract.
 - ii) The non-breaching party may terminate the Contract by delivery of a written notice of breach. The notice of breach shall specify the date of termination, which shall be no earlier than ten (10) business days from delivery of the notice of breach. In the alternative, at its sole discretion, the non-breaching party may require the breaching party to cure the breach. The notice of breach shall specify the nature of the breach and the date by which such breach must be cured.
 - iii) If CONTRACTOR fails to perform any obligation under this Contract, DISTRICT at its sole discretion, may perform, or cause the performance, of the obligation itself. In that event, DISTRICT shall deduct the costs to perform such obligation and any other costs to cure the breach from the payment otherwise due to CONTRACTOR for work performed under this Contract. DISTRICT's performance hereunder shall not be deemed a waiver or release of any obligation of, or default by, CONTRACTOR under this Contract.
 - iv) The notice of breach shall be provided in accordance with the notice requirements set forth in section 13.
 - v) The non-breaching party reserves all rights under law and equity to enforce this Contract and recover any damages.

7. INSURANCE

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

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

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

8. INDEMNIFICATION

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

9. AGREEMENT TO PROVIDE SERVICES

- A. CONTRACTOR hereby agrees to provide to DISTRICT, as DISTRICT may from time to time designate, such services as DISTRICT may order by Task Order, all in accordance with and subject to the terms, covenants and conditions of this Contract. DISTRICT agrees to pay for these services ordered by DISTRICT in accordance with and subject to the terms, covenants and conditions of this Contract.
- B. All Task Orders issued by DISTRICT to CONTRACTOR for services during the term of this Contract are subject to the provisions of this Contract as though fully set forth in such Task Order. In the event that the provisions of this Contract conflict with any Task Order issued by DISTRICT to CONTRACTOR, the provisions of this Contract shall govern. No other terms and conditions, including, but not limited to, those contained in CONTRACTOR's standard printed terms and conditions, on CONTRACTOR's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Contract, any Task Order, or any transactions occurring pursuant hereto or thereto, unless this Contract shall be specifically amended to adopt such other terms and conditions in writing by the parties.

- C. Notwithstanding any other provision of this Contract to the contrary, DISTRICT shall have no obligation to order or purchase any services hereunder and the placement of any Task Order shall be in the sole discretion of DISTRICT. Without limiting the generality of the foregoing, the actual quantity of services to be purchased hereunder shall be determined by DISTRICT in its sole discretion and shall not exceed \$660,000. 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 on CONTRACTOR's letterhead; must list DISTRICT's contract number, Purchase Order Number; and must be submitted to: Bay Area Air Quality Management District, 375 Beale Street, Suite 600, San Francisco, CA 94105, Attn: Director of Strategic Incentives.
 - 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: Director of Strategic Incentives

CONTRACTOR: StackNexus Inc.
1401 21st Street, Suite 210
Sacramento, CA 95811
Attn: Swati Iyyanki

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. [Optional]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. SUSPENSION OF WORK

- A. If CONTRACTOR fails to correct work that is not in accordance with the requirements of the Contract, or persistently fails to carry out the Work in accordance with the Contract, DISTRICT may issue a written order to CONTRACTOR to stop the Work or any portion thereof, until the cause for such order is eliminated; however, the right of DISTRICT to stop the Work shall not give rise to a duty on the part of DISTRICT to exercise the right for the benefit of CONTRACTOR or any other person or entity.
- B. If CONTRACTOR defaults or persistently fails or neglects to carry out the Work in accordance with the Contract, or fails to perform a provision of the Contract, DISTRICT, after 10 days' written notice to CONTRACTOR and without prejudice to any other remedy DISTRICT may have, may correct such deficiencies and deduct the actual cost thereof from the payment then or thereafter due CONTRACTOR.

23. 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.

24. WAIVER – No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this 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.

25. 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.

26. 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.

27. 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.

28. 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.
29. 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.
30. 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.
31. 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.
32. 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), 27 (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 11 (Personally Identifiable Information (PII)), Attachment B, Paragraph 17 (Electric Vehicle Charging Infrastructure and Equipment), Attachment B, Paragraph 16 (Greenhouse Gas Reduction Fund Acknowledgement), Attachment B, Paragraph 9 (Incorporated Documents).

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

STACKNEXUS, INC.

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

By: _____
Suman Akula
CEO

Date: _____

Date: _____

Approved as to form:

By: _____
Alexander Crockett
General Counsel

Attachment A

General Description of Services

Pursuant to Task Orders issued under this Contract, CONTRACTOR will be responsible for developing and providing a unified Grants and Data Management System (GMS) for DISTRICT. Services include, but are not limited to, migrating critical data from multiple existing grant systems; building, configuring, and implementing the new GMS that will adhere to industry security standards and comply with relevant regulations; and providing training, ongoing technical support, maintenance and project management services.

CONTRACTOR will build a new grants management system including workflows, processes and data set up, implementation, configuration, validation, data migration, consolidation, decommission of legacy systems, and ongoing support. The new GMS will replace DISTRICT's existing grant management systems, including data trackers and excel files, allow flexibility to add new grant programs, and support DISTRICT's business processes. CONTRACTOR shall design, build, and configure the new GMS to meet the DISTRICT's functional and technical requirements.

The systems and tools currently used by DISTRICT for the management of grant program data that will need to be brought over to the new GMS include, but are not limited to, the following:

- Online Moyer system
- Alternative Interim Repository (AIR) & Data Tracker
- FLUXX
- Microsoft Azure Dynamics
- Microsoft Lists
- Microsoft Excel Spreadsheets
- Form Assembly
- Microsoft Access
- Digital project files stored on local drives

Attachment B
California Air Resources Board (CARB) Requirements

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

1. CONFLICT OF INTEREST

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

2. PAYMENT (RECAPTURE) ON DEMAND

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

3. THIRD-PARTY BENEFICIARY

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

4. COMPLIANCE WITH AIR QUALITY LAWS

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

5. NON-EXCLUSIVE REMEDIES

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

6. RUSSIAN SANCTIONS

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

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

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

8. CONTRACTOR'S RESPONSIBILITY FOR WORK

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

9. INCORPORATED DOCUMENTS

- A. The following documents are incorporated by reference into this Contract.
 - 1. CARB-approved DISTRICT application to administer the Carl Moyer program.
 - 2. DISTRICT Policies and Procedures.
 - 3. Carl Moyer Program Guidelines (and future updates, advisories and mail-outs)

10. OFFICE OF FOREIGN ASSET CONTROL

- A. Transactions are prohibited if they involve the property or interests in property of an entity or individual listed on the Office of Foreign Asset Control (OFAC) targeted lists. The property and interests in property of an entity that is 50 percent or more owned by one or more persons whose property and interests in property are blocked pursuant to any part of 31 C.F.R. chapter V are also blocked.
- B. CONTRACTOR agrees that is not in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists.

11. PERSONALLY IDENTIFIABLE INFORMATION (PII)

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

12. PREVAILING WAGES

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

13. PROFESSIONALS

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

14. AMERICANS WITH DISABILITIES ACT

- A. CONTRACTOR will ensure that work products submitted to CARB, uploaded, or otherwise provided to CARB by CONTRACTOR and/or its subcontractors under this Contract, which are intended to be publicly posted or otherwise distributed to the public, comply with Web Content Accessibility Guidelines 2.0, levels A and AA, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Parts 1193 and 1194). For any work product provided to CARB in PDF format, CONTRACTOR must also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign).

15. GENERATIVE ARTIFICIAL INTELLIGENCE

- A. Generative Artificial Intelligence (GenAI) is an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code section 11549.64)
- B. CONTRACTOR must notify DISTRICT and CARB within 15 days if it (i) intends to provide GenAI as a deliverable to the DISTRICT or CARB; (ii) intends to utilize GenAI to complete all or a portion of its work under this Contract.
- C. At the direction of the DISTRICT or CARB, CONTRACTOR agrees to discontinue use of GenAI.
- D. Failure to disclose or discontinue the use of GenAI may be deemed a material breach of this Contract.

16. GREENHOUSE GAS REDUCTION FUND ACKNOWLEDGEMENT

- A. CONTRACTOR agrees to include the California Climate Investments (CCI) funding boilerplate and logo (see Figure 1) on all outreach and public facing materials whenever it publicizes (in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material) projects funded in whole or in part by this Contract. The acknowledgment must read as follows: "[INSERT PROGRAM NAME] is part of the California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities." Whenever applicable, CONTRACTOR agrees to use the Spanish translation: "[INSERT PROGRAM NAME] forma parte de las Inversiones del Clima de California, un

iniciativa estatal que destina miles de millones de dólares de Cap-and-Trade para la reducción de gases de efecto invernadero, fortalecimiento de la economía y mejoramiento de la salud pública y el medio ambiente – especialmente en comunidades en desventaja.”

Figure 1: CCI logo



17. ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND EQUIPMENT

- A. CONTRACTOR certifies that the project will comply with Public Utilities Code section 740.20, and agrees that Electric Vehicle Infrastructure Training Program (EVITP) Certification Numbers of each EVITP-certified electrician that will install equipment will be submitted prior to reimbursement by DISTRICT.
- B. CONTRACTOR agrees to comply with the California Energy Commission’s uptime recordkeeping and reporting standards for electric vehicle chargers and charging stations for a minimum of six (6) years, or such longer period as the California Energy Commission designates.

18. LABOR COMPLIANCE FOR DRAYAGE AND SHORT-HAUL TRUCKS

- A. CONTRACTOR agrees to comply with the applicable provisions of California Health and Safety Code sections 39680 through 39693, which require CONTRACTOR to maintain compliance with applicable labor law, retain direct control over the manner and means for performance of any individual using or driving the vehicle, and other requirements.



2025-001 - Grants Management System and Services
Scoring Summary

Active Submissions

	Total	A - Proposal	A-1 - Experience and Qualifications	A-2 - Functionalities and Features	A-3 - Approach and Methodology	A-4 - Key Personnel	A-5 - Cost	A-6 - References	B - Interview/Demonstra tion	B-1 - Interview/Demonstra tion
Supplier	/ 150 pts	/ 100 pts	/ 15 pts	/ 30 pts	/ 15 pts	/ 10 pts	/ 25 pts	/ 5 pts	/ 50 pts	/ 50 pts
StackNexus, Inc.	135.07	88.4	13	26.6	12.8	9.6	21.8	4.6	46.67	46.67
Eide Bailly	123.37	81.2	13.4	23.6	13.8	8.8	16.8	4.8	42.17	42.17
Crowe LLP	122.43	86.6	14.2	27.4	14.8	8.2	18.2	3.8	35.83	35.83
REI Systems	114.67	75	13.8	19.2	12	7.6	18.8	3.6	39.67	39.67
Slalom	102.6	71.6	12.2	26.8	12.2	8.2	7.6	4.6	31	31



GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com



TO: Anja Page
Assistant Manager
Bay Area Air Quality Management District
375 Beale Street, Suite 600
San Francisco, CA 94105 USA

FROM: Banks Reddy
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: kpage@baaqmd.gov

EMAIL: Banks.Reddy@carahsoft.com

PHONE: (415) 238-5962

PHONE: (571) 590-6552

TERMS: Contract Number: 7-17-70-40-05
NASPO Master Contract Number: AR2472
Contract Term: 09/15/17 - 09/15/26
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 45 (On Approved Credit)
Sales Tax May Apply

QUOTE NO: 52914616
QUOTE DATE: 10/29/2025
QUOTE EXPIRES: 01/22/2026
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$191,829.02
TOTAL QUOTE: \$191,829.02

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
SALESFORCE LICENSES						
1	200013349	Public Sector Foundation - Advanced - Enterprise Edition Salesforce.com, Inc. - 200013349 Start Date: 01/22/2026 End Date: 01/21/2027		\$1,267.20	COOP 70	\$88,704.00
2	200000942	Government Cloud Plus 15% of Net Price Salesforce.com, Inc. - 200000942 Start Date: 01/22/2026 End Date: 01/21/2027		\$13,487.04	COOP 1	\$13,487.04
3	200012668	Lightning Platform - Enterprise Edition (Administrator) Salesforce.com, Inc. - 200012668 Start Date: 01/22/2026 End Date: 01/21/2027		\$528.00	COOP 10	\$5,280.00
4	200013335	Customer Community Plus for Public Sector - EE - Logins (Per Month) Salesforce.com, Inc. - 200013335 Start Date: 01/22/2026 End Date: 01/21/2027		\$30.72	COOP 1,000	\$30,720.00
5	200005696	Salesforce Shield 30% of Net Price Salesforce.com, Inc. - 200005696 Start Date: 01/22/2026 End Date: 01/21/2027		\$24,317.28	COOP 1	\$24,317.28
7	200002625	File Storage (1TB) Salesforce.com, Inc. - 200002625 Start Date: 01/22/2026 End Date: 01/21/2027		\$3,072.00	COOP 1	\$3,072.00
8	200001427	Premier Success Plan 30% of Net Price Salesforce.com, Inc. - 200001427 Start Date: 01/22/2026 End Date: 01/21/2027		\$25,576.70	COOP 1	\$25,576.70
9	200001013	Salesforce Maps - Enterprise Edition Salesforce.com, Inc. - 200001013 Start Date: 01/22/2026 End Date: 01/21/2027		\$672.00	COOP 1	\$672.00
SALESFORCE LICENSES SUBTOTAL:						\$191,829.02



GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

carahsoft

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
6	200000008	Knowledge Salesforce.com, Inc. - 200000008 Start Date: 01/22/2026 End Date: 01/21/2027		\$0.00 COOP	70	\$0.00
SUBTOTAL:						\$191,829.02
TOTAL PRICE:						\$191,829.02
TOTAL QUOTE:						\$191,829.02

** Customer Must Reference Carahsoft Quote #52914616 and contract NASPO Cloud Solutions CA On Purchase Order **

Quote Special Terms

Unless otherwise provided in the applicable Agreement, any increase in subscription pricing for the first renewal term will not exceed 5% over the then-current subscription pricing, provided that (a) Customer renews its entire then-current subscription volume under this Order Form combined with any associated add-on Order Forms, and (b) the first renewal term is the same duration as the Order Term of this Order Form or one year (whichever is longer). Thereafter, any increase in subscription and support pricing will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties. Notwithstanding the foregoing, any consumption-based Services which are subject to a rate card as set forth in the product terms for the applicable Services and any support or resource-based Services are not subject to any price increase limitations.

Only Services on this Order Form that are identified by SKU in the Government Cloud Plus Products list available at <https://www.salesforce.com/company/legal/agreements/>, as updated from time to time, are Government Cloud Plus Products. All other Services are non-Government Cloud Plus products. The Government Cloud Available Products and Features Knowledge Article available at <https://help.salesforce.com/articleView?id=000321821&type=1&mode=1> ("Knowledge Article") identifies "Interoperable (but not authorized)" products and features which are compatible with Government Cloud Plus Products, in the manner as described in the Documentation. Customer has sole responsibility, prior to using new products or features with Government Cloud Plus Products, to determine if such products or features are within the Government Cloud Plus authorization boundary, as described in the Knowledge Article, and for maintaining the settings in its Salesforce Government Cloud Plus Org for the Org to remain compliant with the Government Cloud Plus authorizations. Salesforce provides customers with a Configuration User Guide available at <https://publicsector-compliance-us.my.salesforce.com/> to assist with the setup and configuration process. "Org" means a unique instance of the Services, i.e., a separate set of Customer Data and Customer-specific Service customizations held by SFDC in a logically separated database (i.e., a database segregated through password-controlled access). Customer acknowledges that the "Interoperable (but not authorized)" products and features, as well as any Non-SFDC Applications that interoperate with the Customer's Salesforce Government Cloud Plus Org, fall outside of the Government Cloud Plus authorization boundary. In light of the foregoing, Customer understands and agrees that its Customer Data will be shared with "Interoperable (but not yet authorized)" products and features and Non-SFDC Applications that interoperate with its Salesforce Government Cloud Plus Org.

Product Special Terms

Einstein Features

SFDC may access Customer Data submitted to the Einstein features for the purpose of improving and training services and features Customer may access, and Customer instructs SFDC to process its Customer Data for such purpose. Customer retains all ownership of its Customer Data and SFDC retains all ownership in and to aggregated machine learning results.

Public Sector Foundation - Advanced

In order to access Omnistudio features and functionality, Customer's system administrator must first install the latest OmniStudio managed package available at: https://help.salesforce.com/s/articleView?id=sf.os_omnistudio_release_summary_for_installation_and_upgrade.htm&type=5.

Emergency Program Management

In order to access Emergency Program Management Services, Customer's system administrator must first install the managed package via the following link: <http://industries.force.com/publicsector>.

Salesforce Shield

In order to use the Data Detect features, Customer's system administrator must first install the managed package available at: <https://sfdc.co/install-datadetect>.

Salesforce Maps

CONFIDENTIAL

PAGE 2 of 3

QUOTE DATE: 10/29/2025

QUOTE NO: Page 2 of 3 52914616



GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
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www.carahsoft.com | sales@carahsoft.com

carahsoft

In order to use the Salesforce Maps Services, Customer's system administrator must first install the managed package (available at <https://sfdc.co/SFMapsInstall>).

Government Cloud Plus

The Government Cloud Plus subscription: (i) provides an isolated infrastructure for hosting authorized Salesforce Services, with additional controls specifically for US government customers and US government contractors, as further described in the Trust and Compliance Documentation (available at <https://www.salesforce.com/company/legal/trust-and-compliance-documentation/>); and (ii) amends and supplements the Premier Success Plan (available at <https://sfdc.co/bDsV6q>) for Services available on the Government Cloud Plus infrastructure as set forth below. The terms in the Premier Success Plan shall apply, except as otherwise set forth herein. For the purposes of this Product Special Term, "Qualified US Citizens" are individuals who: (1) are United States citizens; (2) are physically located within the United States while providing Premier Support Services; and (3) have completed a background check as a condition of their employment with Salesforce. Submitting a Case: Users can submit support cases as described in the Premier Success Plan. Cases submitted via the Help portal will automatically be routed to Qualified US Citizens. Cases submitted outside of the Help portal (e.g. via telephone or chat, when available) will not be responded to by Qualified US Citizens. These individuals will route cases to a team of Qualified US Citizens and will access the following information about Users in order to route the calls to Qualified US Citizens: first and last name, email address, username, phone number, and physical business address. All support is provided in English only. All personnel engaged outside of the Help portal, including those in customer success roles or providing customer success services (e.g. Expert Coaching, Expert Office Hours), will not be Qualified US Citizens and will only have access to Customer Data if Customer provides such personnel a User ID or otherwise enables the sharing of Customer Data with such personnel.

Customer must reference Quote number and Contract # on Purchase Order.

Should Customer purchase via Reseller all terms of Carahsoft Quote must be incorporated in Reseller quote and Customer Purchase Order to Reseller.

Any increase in subscription pricing (excluding support and resource-based Services) for the first renewal term will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties or noted in these quote terms or contract

The products and services listed herein are offered as a bundled solution. Customer must order all items as quoted; partial acceptance or selective ordering is not authorized.

For renewals: Any requested changes to this quote must be communicated 30 days before renewal start date to ensure timely processing and avoid delays in your renewal. Requests after this deadline may not be accommodated

Licensee agrees that any order for Salesforce Services will be governed by the terms and conditions of the Carahsoft Salesforce Service Terms, copies of which are found at <http://www.carah.io/SalesforceTOU> and all Schedules and Documentation referenced by the Terms are made a part hereof. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Quotes) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Quotes (and their Contract Vehicle), (2) the SFDC Terms of Use, and (3) the Documentation. Licensee acknowledges it has had the opportunity to review the Terms, prior to executing an order.

Product Terms Directory: <http://carah.io/Product-Terms-Directory>

Help & Training: <http://carah.io/Help>

Government Cloud Plus: <http://www.carahsoft.com/government-cloud-terms>

A list of currently available FedRAMP/IL4 Authorized Salesforce products can be found here: https://help.salesforce.com/articleView?id=000270080&language=en_US&type=1

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: December 3, 2025

Re: Transportation Fund for Clean Air Policies Commencing Fiscal Year 2026-2027

RECOMMENDED ACTION

Adopt proposed updates to the Transportation Fund for Clean Air Policies commencing in Fiscal Year 2026-2027.

BACKGROUND

In 1991, the California State Legislature authorized the Air District to impose a \$4 surcharge on motor vehicles registered within the Air District's jurisdiction to fund projects that reduce on-road motor vehicle emissions. This surcharge, which generates about \$24 million annually, is used to fund eligible projects through the Air District's Transportation Fund for Clean Air (TFCA) program. The statutory authority for the TFCA and requirements of the program are set forth in California Health and Safety Code (HSC) Sections 44241 and 44242.

Sixty percent (60%) of TFCA funds are allocated annually by the Board to eligible projects and programs implemented directly by the Air District (e.g., Spare the Air) and to a program referred to as the Regional Fund. The remaining forty percent (40%) of TFCA revenue is passed through to the nine counties in the Air District's jurisdiction, based on each county's proportionate share of vehicle registration fees. The county's designated agency (i.e., administering agency) then awards the funds to eligible projects in their county. On an as needed basis, the Air District Board of Directors adopts proposed updates to the TFCA Policies to maximize emissions reductions and public health benefits.

DISCUSSION

At the request of the Air District's Community Advisory Committee (CAC), before the TFCA policy updates were drafted, several of the administering agencies met with CAC members to discuss the policies and how community input was included in decision-making. During these meetings, it was shared that each agency has its own local process for community direction, outreach and communication including, in many cases, their own local advisory committees. The comments shared by the CAC members were incorporated into the draft policy language before it was released to other stakeholders for review, including the desire for more streamlined language and higher cost-effectiveness limits for Air District priority communities.

Starting in January 2025, Air District staff met with the administering agencies on a monthly basis to collaborate and discuss proposed updates and revisions. On July 17, 2025, the Air District posted the draft Policies on its website and opened the public comment period, which closed on August 22, 2025. The open comment period was advertised via eblast and sent to more than 1,000 stakeholders. The announcement was also shared with the administering agencies, who distributed the draft for input and feedback from stakeholders within their respective jurisdictions. Additionally, Air District staff hosted a virtual public workshop on July 30, 2025, to solicit additional comments, and worked to align the policies with the Assembly Bill (AB) 617 plans and the Air District's strategic plan. Written comments were submitted by six entities.

For the first time, the policies merge the 60% Fund and 40% Fund Policies, so that both the Air District and the administering agencies will expend funds based on the same set of policies. Air District staff have also taken this opportunity to streamline the program, to reduce barriers for applicants to apply to the TFCA program, to make the Policies more evergreen, and to allow more autonomy for administering agencies to tailor their own county programs.

The following is a high-level summary of key proposed updates to the TFCA Policies:

- Removed the minimum and maximum grant amounts (that originally applied to the 60% Fund), readiness policy, as well as policies for project specific categories
- Added two new project categories to align with the legislation: implementation of rail-bus integration and regional transit information systems and demonstration of congestion pricing of highways, bridges, and public transit (policy #7)
- Increased the cost effectiveness limit for some categories (e.g. bikeways); added new and higher cost effectiveness limits for Priority Areas across all categories; and aligned future annual updates to cost effectiveness limit for categories (i.e., on-road zero-emissions vehicles, Vehicle Buy Back, Clean Cars for All) represented in the state's Carl Moyer Program (policy #7)
- Added profit (policy #16) and remanufactured or refurbished vehicles, equipment, and parts (policy #17) as ineligible uses of TFCA funds
- Allowed administering agencies, if it finds that significant progress has been

made on a project, to approve no more than three one-year schedule extensions (instead of two years) for a project (policy #10)

The proposed updates to the TFCA Policies are shown in Attachment 1. Attachment 2 shows the written comments received and the responses from Air District staff.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None. The recommended policy updates have no impact on the Air District's budget.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Jason Newman
Reviewed by: Alona Davis, Minda Berbeco, and Linda Hui

ATTACHMENT(S):

1. Draft Transportation Fund for Clean Air Policies Commencing Fiscal Year 2026-2027
2. Comments Received from the Administering Agencies on the Draft Proposed Updates to TFCA Policies and Air District Staff's Responses

THE TRANSPORTATION FUND FOR CLEAN AIR (TFCA) POLICIES Commencing Fiscal Year 2026-2027

These Policies were established to guide the use of the Bay Area Air District's (Air District) Transportation Fund for Clean Air (TFCA) for both the TFCA 60% Fund that is administered by the Air District, and the 40% Fund, which is passed through and administered by the designated public agency in each of the nine Bay Area counties (collectively referred to as the "administering agencies"). Unless otherwise noted, these Policies are intended to oversee all TFCA administrators, recipients, projects, and programs.

ELIGIBLE RECIPIENTS:

1. **Eligible Applicants:** Pursuant to [California Health and Safety Code \(HSC\) section 44241\(c\)\(1\)](#), public agencies are eligible to apply for all project categories. Non-public entities are eligible to apply for only on-road zero-emissions vehicles and alternative fuel infrastructure projects that are permitted pursuant to [HSC section 44241\(b\)\(7\)](#).
2. **Authority and Capacity:** Grant recipients must be responsible for the implementation of the project and have the authority and capability, including funding, necessary to complete the project.

Additionally, applicants of the TFCA 60% Fund must demonstrate that they have the authority to submit the application, to enter into a funding agreement, to carry out the project, and to bind the entity to perform all required tasks by including either: 1) a signed letter of commitment from the applicant's representative with authority (e.g., Chief Executive or Financial Officer, Executive Director, or City Manager); or 2) a signed resolution from the governing body (e.g., City Council, Board of Supervisors, or Board of Directors).

3. **Good Standing:** Grant recipients must be in good standing with the Air District. Grantees who have failed either the financial statement audit or the compliance audit for a prior TFCA-funded project awarded are excluded from receiving an award of any TFCA funds for three (3) years from the date of the Air District's final audit determination in accordance with [HSC section 44242](#) or for a duration determined by the Air District Air Pollution Control Officer (APCO). Existing TFCA funds already awarded to the project sponsor will not be released until all audit recommendations and remedies have been satisfactorily implemented. A failed financial statement audit means a final audit report that includes an uncorrected audit finding that confirms an ineligible expenditure of TFCA funds. A failed compliance audit means an uncorrected audit finding that confirms a program or project was not implemented in accordance with the applicable Funding Agreement or grant agreement.

A failed financial statement or compliance audit of the administering agency or its grantee may subject the administering agency to a reduction of future revenue in an amount equal to the amount which was inappropriately expended pursuant to the provisions of [HSC section 44242\(c\)\(3\)](#).

4. **Viable project and matching funds:** Applicants must demonstrate that they have adequate funds to cover all stages of their proposed project(s) from commencement

Attachment 1
TFCA Policies Commencing Fiscal Year 2026-2027

through completion. With the exception of public school districts, applicants of the TFCA 60% Fund must provide evidence that they have at least 10% of the total eligible project costs (matching funds) from a non-Air District source available and ready to commit to the proposed projects.

ELIGIBLE PROJECTS:

5. Basic Requirements: Projects must conform to the provisions of [HSC sections 44220 et seq.](#) and these Policies. On a case-by-case basis, agencies that administer the 40% Fund may receive approval by the Air District for projects that are authorized by [HSC section 44241](#) and achieve Board-adopted TFCA cost-effectiveness but do not fully meet other Board-adopted Policies.

6. Reduction of Air Pollution: Only projects that result in the reduction of surplus on-road motor vehicle emissions within the Air District's jurisdiction are eligible. Projects must also achieve surplus emission reductions at the time of an amendment to a grant agreement if the amendment modifies the project scope or extends the project completion deadline.

Surplus emission reductions are reductions that are beyond what is required through regulations, ordinances, contracts, and other legally binding obligations at the time of the execution of a grant agreement. TFCA funds may not be granted to a project that has already commenced or would have commenced otherwise.

7. TFCA Cost-Effectiveness (C-E) by Eligible Project Category: Projects must not exceed the maximum C-E limit specified in Tables 1 and 2. Cost-effectiveness (\$/weighted ton) is the ratio of TFCA funds awarded to the sum of surplus emissions reduced, during a project's operational period, of reactive organic gases (ROG), nitrogen oxides (NOx), and weighted PM10 (particulate matter 10 microns in diameter and smaller). All TFCA-generated funds (e.g., reprogrammed TFCA funds) that are awarded or applied to a project must be included in the evaluation. For projects that involve more than one independent component (e.g., more than one vehicle purchased, more than one shuttle route), each component must achieve this cost-effectiveness requirement.

Administrative costs that are permitted pursuant to [HSC section 44233](#) are excluded from the calculation of a project's TFCA cost-effectiveness.

This section does not apply to projects that are co-funded by other Air District administered programs (e.g., Carl Moyer Program) and the TFCA 60% Fund. Emissions benefits for these projects may be reported under other Air District- administered programs.

Table 1: Maximum Cost-Effectiveness for TFCA Projects

Eligible Project Category pursuant to HSC section 44241(b)(1)- 44241(b)(11)	Maximum C-E (\$/weighted ton)	
	Does NOT provide emission reductions in Priority Areas ¹	Provides emission reductions in Priority Areas ¹
Clean Air Vehicle: The following project categories encourage the introduction of zero-emission vehicle technologies and/or the retirement of older, more polluting vehicles.		
Purchase or lease of on-road zero-emissions vehicles (i.e., hydrogen fuel cell, battery electric)	\$522,000*	\$783,000*

Attachment 1
TFCA Policies Commencing Fiscal Year 2026-2027

Installation of alternative fuel infrastructure that supports zero emission vehicles.	\$500,000	\$750,000
Trip Reduction: The following project categories encourage the reduction of vehicle trips, vehicle use, and vehicle miles traveled.		
Implementation of existing ridesharing² programs and existing first- and last-mile connections⁴	\$300,000	\$450,000
Provision of pilots³: ridesharing² programs; first- and last-mile connections⁴; congestion pricing of highways, bridges, and public transit	\$500,000	\$750,000
Implementation of bicycle parking (e-bike charging may be eligible as part of the creation of new bicycle parking)	\$500,000	\$750,000
Implementation of bicycle facility improvement projects (e.g., Class I-IV bikeways, bike loop detectors, bike share)	\$1,000,000	\$1,500,000
Implementation of infrastructure improvements for trip reduction (including transit signal preemption and bus stop relocation)	\$500,000	\$750,000
Implementation of demonstration projects in telecommuting	\$300,000	\$450,000
Implementation of rail-bus integration and regional transit information systems	\$150,000	\$225,000
Case-by-case approval	\$250,000	\$375,000

¹ Priority Areas are communities identified through the Assembly Bill (AB) 617 process; and Priority Populations as defined by SB 535 disadvantaged communities and AB 1550 low-income communities.

² Ridesharing is defined as two or more persons traveling by any mode, including, but not limited to, carpooling, vanpooling, buspooling, taxipooling, jitney, and public transit.

³ Pilot projects are defined as projects that serve an area where no similar service was available within the past three years or that will result in significantly expanded service to an existing area.

⁴ The local feeder bus or shuttle service must provide direct connections between stations (e.g., rail stations, ferry stations, Bus Rapid Transit (BRT) stations, or airports) and a distinct commercial or employment location.

* The value for non-Priority Area projects may increase annually to align with adjustments made to the Carl Moyer Program Guidelines adopted by the California Air Resources Board (CARB). The value for Priority Area projects will be increased by 1.5 times.

Table 2: Maximum Cost-Effectiveness for TFCA Air District-Sponsored Programs

Project Category	Maximum C-E (\$/weighted ton)
Spare the Air & Commuter Benefits	\$500,000

Attachment 1
TFCA Policies Commencing Fiscal Year 2026-2027

Enhanced Mobile Source Inspections	\$500,000
Vehicle Buy-Back	\$60,000 ^{1*}
Clean Cars for All	\$522,000*
Charge!	N/A ²

¹ Maximum C-E for vehicle scrapping if entirely funded by TFCA. If TFCA is used as a match for state funds, all emissions reductions will be claimed by the state program.

² These projects provide electric vehicle charging and/or hydrogen refueling infrastructure to support emission reductions from electric and fuel cell electric vehicles. To maximize emissions reductions and public health benefits, projects will be competitively evaluated using objective criteria. Cost-effectiveness factors will include total project cost, the amount of funding eligible under program rules, and projected emissions reductions based on anticipated equipment usage. Other evaluation factors may include benefits to environmental justice communities and communities disproportionately impacted by air pollution. No maximum cost-effectiveness threshold will apply.

*These values may increase annually to align the limit with adjustments made to the Carl Moyer Program Guidelines adopted by CARB.

- 8. Consistent with existing plans and programs:** All projects must comply with the Transportation Control and Mobile Source Control Measures included in the Air District's most recently approved strategies for achieving and maintaining State and national ozone standards ([Clean Air Plan](#)), those plans and programs established pursuant to [HSC sections 40233, 40717, and 40919](#); and, when specified, other adopted federal, State, regional, and local plans and programs.

For projects that will install **bikeways and bike parking**, pursuant to [HSC section 44241\(b\)\(10\)](#), the description of the projects must be included in an adopted countywide bicycle plan, congestion management program (CMP), countywide transportation plan (CTP), city plan, or the Metropolitan Transportation Commission's (MTC) Regional Bicycle Plan and/or Regional Active Transportation Plan. Projects that are included in an adopted city general plan, area-specific plan, community-based transportation plan, or similar plan must specify that the purpose of the bicycle facility is to reduce motor vehicle emissions or traffic congestion.

For projects that involve the installation of **infrastructure for trip reduction projects**, pursuant to [HSC section 44241\(b\)\(11\)](#), a description of that project must be identified in an approved area-specific plan, redevelopment plan, general plan, bicycle plan, pedestrian plan, traffic-calming plan, or other similar plan.

- 9. Accessible and available to the public.** Projects that provide a service (i.e., ridesharing, first- and last-mile connections, bike share) must be made accessible and available to the general public.

ADMINISTRATION:

- 10. Expend Funds within Two Years:** TFCA Funds must be expended within two (2) years of receipt of either (1) the first transfer of funds from the Air District to the administering agency in the applicable fiscal year for TFCA 40% Fund or (2) the effective date of the project sponsor's grant agreement for the TFCA 60% Fund, unless the administering agency or Air District has made the determination based on an application for funding that the eligible project will take longer than two years to implement. Additionally, for the TFCA 40% Fund, an administering agency may, if it finds that significant progress has been made on a project, approve no more than three one-year schedule extensions for a project. Any subsequent schedule extensions for projects can only be given on a case-by-case basis, if

Attachment 1
TFCA Policies Commencing Fiscal Year 2026-2027

the Air District finds that significant progress has been made on a project. For the TFCA 60% Fund, the Air District may approve a longer period, if it finds that significant progress has been made on a project.

11. **Maintain Appropriate Insurance:** Both the administering agency and each grantee must obtain and maintain general liability insurance, workers compensation insurance, and additional insurance as appropriate for specific projects, with required coverage amounts provided in Air District guidance and final amounts specified in the respective grant agreements.

INELIGIBLE USES OF TFCA FUNDS:

12. **Planning activities:** Pursuant to [HSC section 44241\(c\)\(1\)](#), planning activities are not eligible unless they are directly related to the implementation of a specific project or program.
13. **Cost of developing proposals and grant applications:** The costs to prepare proposals and/or grant applications are not eligible.
14. **Employee subsidies:** Projects that provide a direct or indirect financial transit or rideshare subsidy exclusively to employees of the grantee are not eligible.
15. **Personal computers purchase:** Pursuant to [HSC section 44241\(b\)\(6\)](#), TFCA may not be used to purchase personal computers.
16. **Profit:** The sum of TFCA funds awarded plus all other grants and applicable manufacturer and local/state/federal rebates and discounts plus any applicable applicant cost share may not exceed total project costs.
17. **Remanufactured or refurbished vehicles, equipment, and parts:** Vehicles, equipment, and parts must be new.

Commenter and Organization	Comments received from the administering agencies between June 21, 2025 – August 22, 2025	Air District Staff's Responses
Alameda County Transportation Commission: Seon Joo Kim	Policy #6: Reduction of Air Pollution: Re. <i>"TFCA funds may not be granted to a project that has already commenced or would have commenced otherwise."</i> There are various scenarios where a project might require additional funding after its commencement, such as an increase in the total project cost or added scope that can distinctly qualify for TFCA. Additionally, for programs and shuttle operations, the program or operations period is for a longer period than the allowable 2-year TFCA grant period. We request deleting this sentence.	No changes have been made to the Policies. Projects requiring additional TFCA funds can apply for multi-year funding at the time of application. Additionally, while it is true that ongoing programs and ongoing shuttle operations have already commenced, if they have commenced or would have otherwise commenced without TFCA funding at the beginning of the fiscal year funding cycle, then these programs and projects would be ineligible for TFCA funding.
	Policy #7: TFCA Cost-Effectiveness by Eligible Project Category a) <u>General:</u> Given the increasing cost of project implementation, we request the Air District to increase the C-E thresholds for all project types and especially for bikeways. As a simple example, we tried applying Consumer Price Index (CPI) to adjust for inflation to come up with the suggested C-E thresholds (see attachment). b) <u>Priority Areas:</u> We appreciate and support the Air District's allowing higher C-E thresholds for projects benefiting the Priority Areas. Given an even greater emphasis on the health impact of air pollution on the AB 617 communities, we request expanding the flexibility even further for AB 617 communities and making the C-E threshold not applicable to projects that benefit AB 617 communities, consistent with the Air District's Charge! Program policies, which state: <i>... To maximize emissions reductions and public health benefits, projects will be evaluated based on project characteristics including, but not limited to, cost of the project, anticipated equipment usage, and anticipated benefits to environmental justice communities and communities highly impacted by air pollution but shall not be subject to a maximum cost-effectiveness limit.</i>	a) The Policies have been updated to reflect additional increases in the C-E limit due to inflation. b) No changes have been made to the Policies for consistency on how Air District staff reports to the Board.

	Regarding the draft Priority Area Guidance, we suggest allowing for the projects located or operating in a 1-mile buffer of the priority areas to qualify as benefiting the priority areas. c) <u>First/last mile connections:</u> We request including the non-ridesharing components of Transportation Demand Management (TDM) programs as eligible projects under this category, including but not limited to bike/ped safety education, promotion, and outreach activities. This request follows Air District staff having indicated that non-ridesharing components of TDM programs are no longer eligible under the Ridesharing project category, even though these components are cost effective for TFCA and reduce SOV trips. If non-ridesharing components of TDM programs cannot be included under this category, in order to allow TFCA funds to continue to be used for these activities, we request Air District staff to identify one of the other TFCA project categories that could accommodate these activities. d) <u>Arterial management projects:</u> We request reinstating arterial management projects as eligible for TFCA 40% funds. These projects are authorized under the TFCA legislation as an eligible project category and have many demonstrated benefits, including but not limited to improved air quality, shorter commute times, and reduction in accidents. e) <u>Combined funds:</u> We request the non-applicability of this section to extend to the TFCA 40% fund, as follows: <i>“This section does not apply to projects that are co-funded by other Air District administered programs (e.g., Carl Moyer Program), TFCA 40% Fund, and the TFCA 60% Fund. Emissions benefits for these projects may be reported under other Air District- administered programs.”</i>	c) No changes have been made to the Policies. Any activities, promotion, or safety education would need to be tied to a ridesharing component of the project to be considered eligible. Air District staff will be working with the administering agencies to discuss solutions to fund these project types. d) No changes have been made to the Policies. Air District staff met with the administering agencies to discuss short-term emission benefits regarding these projects and will not be making any changes. Projects can continually be brought to the Air District for a case-by-case approval. e) No changes have been made to the Policies.
	Policy #8: Consistent with existing plans and programs We suggest changing the language as follows to acknowledge most of these plans are medium- to long-range plans and give more flexibility	No changes have been made to the Policies for consistency with the authorizing legislation, which states “included in.”

	to the sponsors to implement projects that meet the intent of the listed plans: <i>"... For projects that will install bikeways and bike parking, pursuant to HSC section 44241(b)(10), the description of the projects must be included in consistent with an adopted countywide bicycle plan, congestion management program (CMP), countywide transportation plan (CTP), city plan, or the Metropolitan Transportation Commission's (MTC) Regional Bicycle Plan and/or Regional Active Transportation Plan. Projects that are included in an adopted city general plan or area-specific plan must specify that the purpose of the bicycle facility is to reduce motor vehicle emissions or traffic congestion.</i> <i>For projects that involve the installation of infrastructure for trip reduction projects, pursuant to HSC section 44241(b)(11), a description of that project must be identified in consistent with an approved area-specific plan, redevelopment plan, general plan, bicycle plan, pedestrian plan, traffic-calming plan, or other similar plan."</i>	
	Policy #10: Expend Funds within Two Years Consistent with the goal of updating the FY 26-27 Policies to give more autonomy to the CPMs, similar to the Air District's ability to grant longer time extensions for the 60% funds, we request that CPMs be given the ability to grant longer time extensions to the awarded 40% funds than the currently allowed two one-year extensions. Currently, Alameda CTC grants time extensions of up to three years for its local sales tax funds and oftentimes projects that are awarded our 40% funds also receive sales tax funding. Being able to approve a three-year time extension to the TFCA expenditure deadline without Air District staff approval would help better align the TFCA time extensions with those granted for our other local funding sources, which would in turn greatly help streamline the administration of the 40% funds in Alameda County. Depending on other counties' extension procedures, the Air District might consider allowing for even longer extensions.	Policies have been updated to allow for three, one-year extensions.

Contra Costa Transportation Authority: Danielle Elkins	Policy #1: Eligible Applicants Request for clarification on public-private partnership ("P3") eligibility. CCTA (and possibly other agencies) are exploring innovative finance models, such as public-private partnerships ("P3"), to deliver programs and projects at value. CCTA therefore requests clarification from the Air District as to how the draft FY27 policies address P3 sponsors for eligible project types that meet Cost-Effectiveness (C-E) thresholds.	No changes have been made to the Policies. This requirement still applies to public-private partnerships. The entity entering into the agreement with the Administering Agency must be an eligible applicant. The Guidance has been updated to provide this clarity.
	Policy #5: Basic Requirements Recommend expanding background information regarding authorizing State legislation. While the draft policies helpfully cite applicable legislative sections from the State Health & Safety Code (HSC), CCTA suggests additional background information on that authorizing legislation for TFCA funding would significantly increase clarity and understanding of the basis for certain TFCA policies - not only for county program administrators, but also current and future project sponsors and local elected officials. Thus, at a minimum, we suggest hyperlinking relevant State legislative code in the policies document to enhance accessibility to substantive legislative text. Alternatively, we recommend that policy summaries and/or guidance - whether in-text or in appendices - be provided in conjunction with the draft FY27 policies.	The Policies have been updated to include hyperlinks to the TFCA authorizing legislation.
	Policy#7: TFCA Cost-Effectiveness (C-E) by Eligible Project Category a) Request for additional definition clarity and flexibility under Trip Reduction project category. CCTA has sponsored a successful e-bike rebate program, which can demonstrably reduce surplus emissions with consumer modal shift. For this reason, we request policy flexibility under, for example, the "existing ridesharing programs" sub-category, to include Active Transportation incentives (such as e-bike rebates) in the definition of	a) No changes have been made to the Policies. The purpose of TFCA is to reduce air pollution from motor vehicles. Because e-bikes are not considered vehicles under the California Vehicle Code, TFCA funding cannot be used for the purchase of e-bikes for individuals. Air District staff will be working with the administering agencies to discuss solutions to fund

	“ridesharing” - or added as an additional type of eligible program under Trip Reduction. b) Recommend reconsideration of C-E calculations for shared use e-lockers versus standard bicycle parking and lockers. In advance of prospective changes to C-E thresholds and the underlying calculations for certain project categories, CCTA requests the Air District consider changing draft C-E calculations specifically for shared use e-lockers and treat them differently than standard bike parking or lockers. Reasons for this request are multiple, including: • A shared use e-locker can be shared by multiple users throughout the day providing a larger air quality benefit than a standard locker. • An e-locker provides very highly secure parking that is in great demand due to the popularity and high cost of e-bikes. • A standard bike rack allows multiple users but very little security. • An e-locker can also provide data on who is biking to the locker and integrate with Clipper or Credit card payment. • E-Lockers can also have e-bike charging inside the locker providing additional utility and attracting users that may not have previously participated. • E-Locker program could provide access to the charging. c) Suggested revision to footnote #4 for “first- and last-mile connections” under Trip Reduction category. According to the draft policy, funding for first- and last-mile ridesharing connections is only eligible for connections between stations and “a distinct commercial or employment center.” This limits – and, potentially omits - connections between mixed-use development and similar activity centers, which may include medium- and high-density housing with commercial and work-adjacent uses. Particularly considering recent State, regional and local land use and housing legislative updates that specifically support increased proximity to first- and last-mile connections, CCTA suggests revising this footnote terminology to include “activity centers”. d) Cautious optimism regarding increases to C-E thresholds. In principle, and where possible, CCTA enthusiastically	these project types under other eligible categories (e.g., bike share). b) No changes have been made to the Policies. Administering agencies are welcome to use different assumptions and methodologies from the Air District defaults as long as the alternative assumptions and/or methodology is supported with data. c) No changes have been made. Mixed-use developments can be considered commercial/and or employment centers. d) Noted.

	supports increases to C-E thresholds. However, to our knowledge, draft FY27 Cost-Effectiveness worksheets are not yet available and - considering continual upward inflationary pressures on project and program costs - we maintain concerns that we cannot confidently validate the ability of future potential projects and programs to meet the proposed Maximum C-E (\$/weighted ton) thresholds.	
	Policy#8: Consistent with existing plans and programs Recommend modifying policy language for equal eligibility between locally- and regionally-planned bikeways and bike parking projects. The final sentence within the second paragraph of the draft policy states: <i>“Projects that are included in an adopted city general plan or area-specific plan must specify that the purpose of the bicycle facility is to reduce motor vehicle emissions or traffic congestion.”</i> We interpret this clause to mean that bikeways and bike parking-related projects adopted and approved in local plans only (and not yet reflected in regional plans) must provide greater narrative justification for emissions and traffic congestion reduction than those that are incorporated into regional plans. Conversely, it appears that this additional language relating to reduction of vehicle emissions and associated traffic congestion reduction is <i>not</i> required for similar projects adopted in regional plans. From a policy perspective, CCTA believes all bikeway and bike parking-related projects – whether recreational, commute-based, or other trip purpose - would unequivocally reduce vehicle emissions and traffic congestion. It is reasonable that local agencies may periodically update their bicycling-related plans and programs asynchronously from regional plan updates. We recommend striking the above-referenced sentence within Policy #8.	No changes have been made to the Policies. Regional plans do not always address vehicle emission and traffic congestion, so it is necessary for projects that are included in an adopted city general plan or area specific plan to provide greater narrative justification to align the purpose of the project with the TFCA authorizing legislation. Additionally, not all bikeway and bike parking-related projects would unequivocally reduce vehicle emissions and traffic congestion. Vehicle emissions would only be reduced when replacing vehicle trips that would have otherwise been made.

Transportation Authority of Marin: Scott McDonald	Policy #8: Consistent with existing plans and programs For projects that will install bikeways and bike parking, pursuant to HSC section 44241(b)(10), ~~the description of the projects~~ must be included in an adopted countywide bicycle plan, congestion management program (CMP), countywide transportation plan (CTP), city plan, or the Metropolitan Transportation Commission's (MTC) Regional Bicycle Plan and/or Regional Active Transportation Plan. Projects that are included in an adopted city general plan or area-specific plan must specify that the purpose of the bicycle facility is to reduce motor vehicle emissions or traffic congestion. Suggested: suggest adding ' community-based transportation plan, or similar plan' at the end of this paragraph	The Policies have been updated to reflect this comment.
City of Santa Clara Nicole He	For bikeway projects, I see the CE ratio of projects that does not provide emission reductions in Priority Areas is only half of those in Priority Areas (\$500,000 vs \$1,000,000). This difference is quite significant comparing to other project categories such as ridesharing programs (\$500,000 vs. \$600,000). Is it possible to raise the CE threshold for non-Priority Area bikeway projects? One challenge that local agencies face in applying for TFCA funds with bike projects was we only can ask for a very small amount of grant funding, limited by this CE threshold. Please provide a clear definition of “Provide emission reductions in Priority Areas”. Please allow agencies to explain why the project provides emission reductions even if the project does not directly connect to a Priority Area.	The Policies have been updated to reflect this comment. Direction on determining whether a project provides emissions reductions in Priority Areas has been provided in the Guidance. For certain project types, this also includes allowing applicants to explain why the project in non-Priority Areas provides emissions reductions.
Santa Clara Valley Transportation Authority: Rachelle Tagud	“... we also want you to consider the increase in the funding limit for first and last-mile connections. This is a crucial development as we look to modify the program. The increased flexibility and funding will be instrumental in maintaining our current service and expanding our ability to provide essential trip-reduction projects that further reduce vehicle emissions.”	The Policies have been updated to reflect this comment.

Santa Clara Valley Transportation Authority: William Hough	RE: comment on Policy #32 Dear staff: Beginning with its FYE2024 guidance, the BAAQMD removed the Arterial Management project category from Policy #32, which read: <i>Arterial management grant applications must identify a specific arterial segment and define what improvement(s) will be made to affect traffic flow on the identified arterial segment. Projects that provide routine maintenance (e.g., responding to citizen complaints about malfunctioning signal equipment) are not eligible to receive TFCA funds. Incident management projects on arterials are eligible to receive TFCA funds. Transit improvement projects include, but are not limited to, bus rapid transit and transit priority projects. Signal timing projects are eligible to receive TFCA funds. Each arterial segment must meet the cost-effectiveness requirement in Policy #2.</i> Despite BAAQMD's unilateral action, Arterial Management remains an eligible project category under the California Health and Safety Code section 44241(b)(4): <i>HSC section 44241 (b)(4) (allows for) (I)nplementation and maintenance of local arterial traffic management, including, but not limited to, signal timing, transit signal preemption, bus stop relocation and "smart streets. "</i> VTA disagrees with BAAQMD's arbitrary decision to remove an HSC-eligible project type from TFCA, noting last year's one-sided conversation in which the removal was presented by BAAQMD staff as a <i>fait accompli</i>. Arterial Management projects reduce vehicle emissions, as explained by Srinivasa Sunkari, P.E. in an article entitled <i>The Benefits of Retiming Traffic Signals</i> (attached). If, after reading his article, BAAQMD feels strongly about removing Arterial Management projects, it can work with the state legislature to do so. We consulted with the signal and traffic operations staff from cities and county staff in Santa Clara	No changes have been made. Because arterial management projects have short-term vehicle emission reduction benefits, this project category was removed. Removal of this category makes room to fund projects that have lengthier emission reduction benefits. However, Arterial management projects can still be brought to the Air District for a case-by-case approval.

	County about this change. The following observations about arterial timing projects must be considered when evaluating this project type: 1. The economy and land development are the primary influences on air quality, traffic patterns, and number of trips. Signal timing reacts to these changes in traffic patterns to keep the roads operating efficiently and reducing emissions by decreasing stop-start driving. 2. Signal timing does not increase the capacity of a roadway or intersection; rather, signal timing helps a road operate at its design capacity by reducing stops and delays. When the demand along a roadway outstrips the design capacity, signal timing cannot eliminate the congestion or smooth the flow of traffic. 3. Signal timing does not create a growth in automobile trips; although, it may lead to some redistribution of automobile trips locally. Smooth-flowing arterials can minimize diversion of traffic to local and neighborhood streets. Therefore, the air quality benefits of a signal timing project for a major arterial may be greater than just the emission reductions along the arterial itself - any local roads that are relieved of traffic also experience reduced stops and delay which results in reduced air pollutant emissions. 4. Conversely, a lack of signal timing will not reduce the number of automobile trips. When a roadway or intersection becomes highly congested, drivers tend to seek other routes, such as cutting through neighborhoods. These local and neighborhood roads have less capacity and can become congested more quickly, leading to worsening air quality with the increased stops and delays. We disagree with the premise that smoothing the flow of traffic is growth inducing. Arterial management projects are some of the most cost-effective projects funded with TFCA funds, especially in Santa Clara County which historically has had an automobile-dependent suburban development pattern. While VT A, the cities, and county continue to work on changing land use patterns to make alternate modes of travel an option for more people, it will take time for these land use patterns to significantly affect the countywide dependency on the automobile for basic travel needs such as commuting to work, schools, shopping, and services. It is also a long-term process for	

	most motor vehicle owners to transition to alternative-fueled, cleaner vehicles. Until then, excessive delays and stops of gasoline-powered motor vehicles will continue to be a major source of pollutants in Santa Clara County. Through arterial management signal timing projects, the air pollutant emissions created by the great majority of travelers in Santa Clara County are reduced. It is these far-ranging impacts that make signal timing projects one of the best investments for TFCA funds. Finally, removing an HSC-eligible project category just reinforces the reality that the TFCA program is increasingly difficult to manage. Specifically, compared to a decade ago, it is much more difficult to find projects that are cost-effective, have full funding plans and can be delivered in the time allowed. Given how expensive projects have become, "incentive" funds, like TFCA, have lost their luster because they are so constrained. Applicants don't seem to be interested in receiving \$100K- \$200K in restricted funds for a project that costs \$5M or more and discouraging eligible project types is the wrong approach. We strongly encourage BAAQMD to restore Arterial Management Policy 32.	
Solano Transportation Authority: Matt Tuggle Dulce Jimenez	To produce regional reductions in greenhouse gas (GHG) emissions, SB 375 specifies consideration of financial incentives for farm to market and interconnectivity transportation needs. By enhancing transportation alternatives to and from local agriculture provides significant reductions in net GHG by reducing import/export of agricultural products for consumption and processing. Solano County is requesting an amendment and/or consideration to the Disadvantaged and Low Income Community's requirement in trip reduction projects. Improving access to locally sourced foods is helpful to all communities including disadvantaged and low income. Everyone has a right to safe and accessible locally sourced fresh foods and products. The variety of improvements along these routes incentivize localized use and consumption without GHG intensive regional transport. Our city residents cherish our local ag producers and farm stands, but funding remains limited on options to enhance and expand alternative modes of transportation to these immediately adjacent areas. We	No changes have been made to the Policies for consistency on how Air District staff report to the Board. Administering agencies are welcome to add additional requirements to prioritize these areas for their own county programs.

	believe these types of projects should be provided scoring consideration due to the significant reduction in VMT/GHG that local production provides adjacent urban centers. In addition, the generators of VMT/GHG cross demographics, and thus there should remain a broad application of grant funding that targets reductions for air quality benefits for all. In addition, County-to-County connections are becoming critical for cyclists to travel between regional areas. Solano County is currently collaborating with Yolo County on critical gap closures with assistance from Yolo Solano Air Quality Management District funding. The Bay Area Air Quality Management District should consider similar goals and financial incentives.	

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: December 3, 2025

Re: Fiscal Year Ending 2025 Charge! Program Project Recommendations

RECOMMENDED ACTION

Staff recommend that the Board of Directors:

1. Approve the Charge! Program project rank list as shown in Attachment 1;
2. Authorize \$23.3 million in funding for the highest-ranked recommended projects with proposed grant awards; and
3. Authorize the Executive Officer/APCO to enter into all necessary agreements with applicants for the funded projects.

The Policy, Grants and Technology Committee recommended approval of this item at its meeting on November 19, 2025.

BACKGROUND

Wide-scale adoption of electric vehicles (EVs) and transportation electrification are essential to achieving local, state, and federal emission reduction targets for greenhouse gases and criteria pollutants. California has set a goal of 250,000 EV chargers and 1.5 million EVs sold by 2025, five million EVs sold by 2030, and to phase out sales of most conventional vehicles by 2035. The Bay Area's regional targets are similarly ambitious: 1.5 million zero-emission vehicles (ZEVs), including battery electric vehicles (BEVs), plug-in hybrid electric vehicles (PHEVs), and fuel-cell electric vehicles (FCEVs), by 2030 and 90% of vehicles being ZEVs by 2050, while cutting greenhouse gas emissions to 80% below 1990 levels by 2050. At the end of 2024, there were 543,179 ZEVs registered in the Bay Area, representing 9.8% of the region's light-duty fleet, according to the California Energy Commission (CEC). Of these, 79% were BEVs, 20% PHEVs, and less than 1% FCEVs.

To achieve these goals, significant investments in EV infrastructure are needed. The National Renewable Energy Laboratory (NREL) EV Infrastructure Projection Tool estimates that the Bay Area needs over 30,000 charging ports in 2023. According to the CEC, there are approximately 23,591 (19,332 Level 2 and 4,259 Direct Current (DC)

Fast) publicly available charging ports across the Bay Area as of September 8, 2025. Attachment 3, Figure 1 shows a breakdown of these publicly available chargers by county in the Bay Area. While substantial progress has been made in expanding EV infrastructure, the region still has fewer chargers than estimated to meet near-term demand and future growth in the EV market.

Level 1 chargers use a standard 120-volt household outlet and provide the slowest rate of charging, typically adding 2–5 miles of range per hour. Level 2 chargers operate on a 208- to 240-volt circuit and provide faster charging, typically adding 10–25 miles of range per hour. DC Fast Chargers provide direct-current charging at much higher power levels (typically 50 kW or greater), adding 100 or more miles of range in about 30 minutes, depending on the vehicle and equipment.

Additional chargers will be needed to accommodate future growth in the EV market to achieve the ambitious Bay Area goals and to support a broader range of Bay Area residents. Attachment 3, Figure 2 shows a map of publicly available chargers in the Bay Area. The chargers are generally located in urban areas and around transportation corridors. An individual or household's charging needs are related to their type of residence, with drivers in single-family homes being much more likely to have home charging compared to those living in apartments or multi-family housing. Those that live in single-family homes are more likely to purchase EVs due to higher income levels and the ability to charge the vehicle at home. In the Bay Area, over one-third (36%) of housing units are in multi-family housing. To extend the EV market beyond those living in single-family homes, the Bay Area must expand public charging infrastructure and charging at multi-family housing.

The Air District's Charge! Program, other grant programs supporting EV infrastructure, and regional policies play a critical role in increasing the number of chargers to support the Bay Area's growing EV fleet. The Policy, Grants and Technology Committee received updates about the latest Charge! Program solicitation during the staff presentation at the November 19, 2025 Committee meeting.

DISCUSSION

For the FYE 2025 [Charge! Program](#), there is \$23.3 million (M) available for projects to support projects that expand light-duty EV charging infrastructure across the Bay Area. The Charge! Program provides grant funding to offset the cost of purchasing and installing new publicly accessible chargers for light-duty EVs, at workplaces, destinations, transit parking locations, and at multi-family housing. The Air District has administered the Charge! Program since 2016 and has awarded over \$30M to support more than 4,400 Level 2 charging ports and 815 DC Fast chargers throughout the Bay Area.

The FYE 2025 Charge! Program is a competitive solicitation that launched on February 19, 2025, and closed on June 6, 2025. A total of \$23.3M in grant funding was available for organizations, including public agencies, businesses, homeowner associations,

nonprofits, and tribes. The FYE 2025 Charge! Program prioritizes projects located at affordable and below market-rate housing, priority communities, multi-family housing, and in regions with lower EV charger density.

A scoring panel, comprised of staff from the Air District's Technology Implementation Office, evaluated, scored, and ranked the applications. The application evaluation criteria and scoring metrics are listed in Attachment 3, Table 1. Each panelist scored projects individually before meeting to discuss and reconcile scores. Final scores were averaged and then projects were ranked by their score. A list of ranked projects and proposed grant awards can be found in Attachment 1. Additional project information can also be found in Attachment 2. For the FYE 2025 Charge! Program solicitation, there are 69 eligible applications requesting approximately \$38.1M in funding to install 4,165 charging ports (643 Level 1 ports, 3,230 Level 2 ports, and 292 DC Fast ports) at 176 facilities (69 destinations, 89 multi-family housing, and 18 workplaces) across the Bay Area. The FYE 2025 Charge! Program set a goal to award a minimum of 60% of total available program funding to projects located in California Air Resources Board (CARB) [Priority Population Areas](#) (e.g., disadvantaged communities, low-income communities, low-income communities within a half-mile of disadvantaged communities, and low-income households within a half-mile of disadvantaged communities). Of the 69 eligible applications requesting approximately \$38.1M in funding, about \$25.5M (67%) of requested funds support projects located in Priority Population Areas. There are seven FYE 2025 Charge! Program applications that are not being considered for funding because they do not meet program eligibility requirements.

Air District staff requests the Board of Directors approve \$23.3M to fund the highest-ranking projects in the Charge! Program rank list in Attachment 1. If additional funding becomes available from other sources or through project fallout, staff will seek authorization from the Board to spend those funds on the next-highest-ranked projects, going down the project rank list. Projects that meet all eligibility requirements may be funded with Transportation Fund for Clean Air (TFCA), Charging and Fueling Infrastructure (CFI) Discretionary Grant Program, or other funding sources as funds become available. While Air District grant programs have funded charging infrastructure throughout the Bay Area, more funding is needed to meet Bay Area and California goals and develop a strong regional charging network. The Policy, Grants and Technology Committee recommended this item for approval at its meeting on November 19, 2025.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The Air District distributes TFCA and other funding sources to project sponsors on a reimbursement basis. Air District staff are requesting authority to allocate \$5M from the FYE 2025 TFCA allocation, \$5M from FYE 2026 TFCA allocation, and \$13.3M from the Federal Highway Administration (FHWA) CFI Discretionary Grant Program to support projects on the rank list. If additional project funding becomes available, staff would seek authorization to allocate those funds for additional projects on the rank list. Funding for administrative costs is provided by each funding source.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Ada Truong and Caylee Mercado
Reviewed by: Anthony Fournier and Tin Le

ATTACHMENT(S):

1. Attachment 1 - FYE2025 Charge Rank List and Recommended Projects
2. Attachment 2 - FYE2025 Charge Program Project Information
3. Attachment 3 - FYE2025 Charge Program Memo Figures and Tables

ATTACHMENT 1

Table 1 – FYE 2025 Charge! Program Rank List

Rank	Score	Project #	Applicant	Project Category	Project Description	Eligible Grant Award	Total Project Cost	Lifetime Emissions Reductions (tons)			County	Priority Areas ¹
								NOx	ROG	PM		
1	85	2506-52085	West Oakland Community Charge LLC	Light Duty (LD) Infrastructure	Install and operate 24 Level 2 (high) and 24 DC Fast chargers at 1 destination facility in Oakland	\$ 1,576,800.00	\$ 2,143,946.00	1.2094	0.7215	0.5455	Alameda	DAC, CERP: WOAK
2	84	2504-51175	SkyCharger	LD Infrastructure	Install and operate 24 DC Fast chargers at 1 destination facility in San Francisco	\$ 1,591,200.00	\$ 10,179,534.00	8.9498	5.5168	4.1403	San Francisco	LIC
3	83.8	2506-51976	EVgo Services LLC	LD Infrastructure	Install and operate 58 DC Fast chargers at 6 destination facilities in Antioch, San Jose, and San Francisco	\$ 3,210,000.00	\$ 7,725,569.00	2.2466	1.3849	1.0393	Regional	LIC
4	82.2	2506-52059	New Leaf Energy, Inc.	LD Infrastructure	Install and operate 14 DC Fast chargers at 1 destination facility in Rohnert Park	\$ 840,000.00	\$ 2,903,226.00	4.592	2.8306	2.1244	Sonoma	LIC
5	82	2506-52056	EV Charging Solutions, Inc	LD Infrastructure	Install and operate 30 DC Fast chargers at 2 destination facilities in Concord and Hayward	\$ 1,689,000.00	\$ 2,089,595.00	0.8986	0.5539	0.4157	Regional	DAC, LIC
6	81	2505-51532	New Leaf Energy, Inc.	LD Infrastructure	Install and operate 20 DC Fast chargers at 1 destination facility in San Jose	\$ 1,326,000.00	\$ 3,883,226.00	5.2481	3.235	2.4279	Santa Clara	LIC
7	80.5	2506-51850	ElectricFish	LD Infrastructure	Install and operate 10 DC Fast chargers at 1 destination facility in Redwood City	\$ 600,000.00	\$ 1,425,000.00	1.0022	0.6178	0.4637	San Mateo	DAC, LIC
8	80	2502-50463	Shorepower Technologies Inc.	LD Infrastructure	Install and operate 4 DC Fast chargers at 1 destination facility in San Rafael	\$ 265,200.00	\$ 690,908.00	0.2496	0.1539	0.1155	Marin	LIC
9	79	2506-52076	Mynt Systems	LD Infrastructure	Install and operate 8 DC Fast chargers at 1 destination facility in Millbrae	\$ 530,400.00	\$ 1,075,216.00	1.7581	1.0837	0.8133	San Mateo	LIC
10	78.5	2506-52082	ChargeLink LLC	LD Infrastructure	Install and operate 76 Level 2 (high) and 4 DC Fast chargers at 5 destination and workplace facilities in Atherton, Montara, Pacifica, San Bruno, and Sunnyvale	\$ 693,600.00	\$ 1,269,200.00	0.5029	0.2935	0.223	Regional	LIC
11	78	2506-52108	Green Water and Power	LD Infrastructure	Install and operate 8 DC Fast chargers at 1 destination facility in San Francisco	\$ 480,000.00	\$ 602,676.00	1.2894	0.9595	0.8564	San Francisco	LIC
12	77.2	2505-51676	Voltpost	LD Infrastructure	Install and operate 50 Level 2 (high) curbside chargers at 35 destination facilities in San Francisco	\$ 330,000.00	\$ 929,047.00	1.1066	0.6322	0.4827	San Francisco	LIC
13	77	2505-51812	City of Pinole	LD Infrastructure	Install and operate 72 Level 2 (high) charging stations at 7 destination facilities in Pinole	\$ 245,500.00	\$ 1,227,385.00	0.3284	0.1876	0.1433	Contra Costa	LIC
14	76.5	2506-52051	Urban EV LLC	LD Infrastructure	Install and operate 6 Level 2 (high) chargers at 1 multi-family housing (MFH) facility in San Francisco	\$ 42,000.00	\$ 75,096.00	0.1059	0.0605	0.0462	San Francisco	CERP: BVHP
15	76	2506-52089	Ethos Electric, Inc.	LD Infrastructure	Install and operate 8 DC Fast chargers at 2 destination facilities in San Jose and Walnut Creek	\$ 340,000.00	\$ 515,294.00	0.7801	0.4808	0.3609	Regional	LIC
16	75	2506-51856	Alta Housing	LD Infrastructure	Install and operate 10 Level 2 (high) chargers at 1 MFH facility in Palo Alto	\$ 70,000.00	\$ 150,000.00	0.0281	0.016	0.0122	Santa Clara	None
17	74.5	2505-51830	Chinn Family LLC	LD Infrastructure	Install and operate 5 Level 2 (high) chargers at 1 MFH facility in Alameda	\$ 17,500.00	\$ 64,000.00	0.0056	0.0032	0.0024	Alameda	LIC
18	74	2506-51943	City of Petaluma	LD Infrastructure	Install and operate 4 DC Fast chargers at 1 destination facility in Petaluma	\$ 240,000.00	\$ 816,911.00	0.0874	0.0539	0.0404	Sonoma	LIC

¹Legend: DAC - Disadvantaged Communities; LIC: Low-Income Communities; CERP: Community Emissions Reduction Plan Communities.

ATTACHMENT 1

Table 1 – FYE 2025 Charge! Program Rank List

Rank	Score	Project #	Applicant	Project Category	Project Description	Eligible Grant Award	Total Project Cost	Lifetime Emissions Reductions (tons)			County	Priority Areas ¹
								NOx	ROG	PM		
19	73.8	2505-51820	5800 Third Street HOA	LD Infrastructure	Install and operate 28 Level 2 (high) chargers at 1 MFH facility in San Francisco	\$ 101,145.00	\$ 126,434.00	0.1871	0.3275	0.1429	San Francisco	DAC, LIC, CERP: BVHP
20	73.5	2506-52101	Regent 140 LLC	LD Infrastructure	Install and operate 4 Level 2 (high) chargers at 1 MFH facility in Oakland	\$ 24,000.00	\$ 30,608.00	0.0223	0.0127	0.0097	Alameda	LIC, CERP: EOAK
21	72.7	2506-51962	OPF Energy, LLC	LD Infrastructure	Install and operate 8 DC Fast and 318 Level 2 (high) chargers at 6 workplace and 4 MFH facilities in Oakland, Palo Alto, Redwood City, and San Francisco	\$ 2,466,000.00	\$ 3,235,672.00	2.5789	1.498	1.1394	Regional	LIC
22	72.5	2506-52088	Ecology Action	LD Infrastructure	Install and operate 10 Level 2 (high) chargers at 1 workplace facility in Oakland	\$ 90,000.00	\$ 107,627.00	0.0216	0.0123	0.0094	Alameda	DAC, LIC, CERP: EOAK
23	72	2505-51581	UC Berkeley	LD Infrastructure	Install and operate 18 Level 2 (high) chargers at 1 MFH facility in Albany	\$ 162,000.00	\$ 554,268.00	0.8637	0.4934	0.3768	Alameda	LIC
24	71.6	2506-51964	2000-2002 Pacific Ave Apartments	LD Infrastructure	Install and operate 4 Level 2 (high) chargers at 1 MFH facility in Alameda	\$ 25,000.00	\$ 55,000.00	0.0133	0.0098	0.0086	Alameda	LIC
25	71.5	2505-51533	City of Palo Alto	LD Infrastructure	Install and operate 8 Level 2 (high) and 2 DC Fast chargers at 1 MFH facility in Palo Alto	\$ 126,000.00	\$ 321,444.00	0.1253	0.0757	0.057	Santa Clara	None
26	71.4	2506-51894	K to College dba SupplyBank.org	LD Infrastructure	Install and operate 84 Level 2 (high) and 14 DC Fast chargers at 1 workplace facility in Oakland	\$ 974,000.00	\$ 1,218,741.00	1.0481	0.645	0.4842	Alameda	DAC, LIC
27	71.3	2506-52031	Green Water and Power	LD Infrastructure	Install and operate 8 DC Fast chargers at 1 destination facility in Sonoma	\$ 360,000.00	\$ 602,676.00	0.072	0.0444	0.0333	Sonoma	None
28	71	2506-51857	MIRA Master Owners Association	LD Infrastructure	Install and operate 10 Level 2 (high) chargers at 1 MFH facility in San Francisco	\$ 90,000.00	\$ 245,603.00	0.117	0.0668	0.051	San Francisco	None
29	70.6	2506-52077	275 Vernon R LLC	LD Infrastructure	Install and operate 8 Level 2 (high) chargers at 1 MFH facility in Oakland	\$ 49,000.00	\$ 61,396.00	0.0446	0.0255	0.0195	Alameda	LIC
30	70.4	2506-51967	Pando Electric	LD Infrastructure	Install and operate 50 Level 2 (high) chargers at 11 MFH facilities in Palo Alto	\$ 350,000.00	\$ 1,091,176.00	0.0731	0.0418	0.0319	Santa Clara	None
31	70	2505-51580	City of Oakland	LD Infrastructure	Install and operate 30 DC Fast chargers at 1 workplace facility in Oakland	\$ 813,000.00	\$ 1,328,721.00	0.1263	0.0778	0.0584	Alameda	DAC, LIC, CERP: EOAK
32	69.8	2506-52064	LSVB Brook Hill LLC	LD Infrastructure	Install and operate 8 Level 2 (high) chargers at 1 MFH facility in Alameda	\$ 72,000.00	\$ 102,247.00	0.0446	0.0255	0.0195	Alameda	LIC
33	69.6	2505-51643	Green Water and Power	LD Infrastructure	Install and operate 4 DC Fast and 180 Level 2 (high) chargers at 2 workplace and 3 MFH facilities in Mill Valley, Oakland, San Francisco, San Jose, and Sunnyvale	\$ 1,820,000.00	\$ 2,975,000.00	0.3841	0.2219	0.169	Regional	LIC
34	69.2	2504-51283	Town of San Anselmo	LD Infrastructure	Install and operate 10 Level 2 (high) chargers at 2 destination facilities in San Anselmo	\$ 62,000.00	\$ 101,812.00	0.1239	0.0708	0.054	Marin	LIC
35	69	2506-51880	GS 1401 Mission Project Owner, LLC	LD Infrastructure	Install and operate 16 Level 2 (high) chargers at 1 MFH facility in San Francisco	\$ 88,000.00	\$ 225,147.00	0.1591	0.0909	0.0694	San Francisco	DAC, LIC
36	68.8	2506-52079	523 Hampshire R LLC	LD Infrastructure	Install and operate 8 Level 2 (high) chargers at 1 MFH facility in Redwood City	\$ 66,500.00	\$ 83,379.00	0.0446	0.0255	0.0195	San Mateo	LIC

¹Legend: DAC - Disadvantaged Communities; LIC: Low-Income Communities; CERP: Community Emissions Reduction Plan Communities.

ATTACHMENT 1

Table 1 – FYE 2025 Charge! Program Rank List

Rank	Score	Project #	Applicant	Project Category	Project Description	Eligible Grant Award	Total Project Cost	Lifetime Emissions Reductions (tons)			County	Priority Areas ¹
								NOx	ROG	PM		
37	68.5	2506-51934	Green Water and Power	LD Infrastructure	Install and operate 452 Level 2 (high) chargers at 17 MFH facilities in Belmont, Burlingame, Cupertino, Dublin, Fremont, Milpitas, Palo Alto, Pleasanton, San Francisco, San Jose, Santa Clara, and Sausalito	\$ 3,164,000.00	\$ 4,920,000.00	0.7629	0.4358	0.3328	Regional	None
38	68	2506-52029	Tidelands Condominiums HOA	LD Infrastructure	Install and operate 5 Level 2 (high) chargers at 1 MFH facility in Larkspur	\$ 36,300.00	\$ 45,420.00	0.0038	0.0022	0.0017	Marin	LIC
39	67.8	2506-52086	4165 Beverly LLC	LD Infrastructure	Install and operate 8 Level 2 (high) chargers at 1 MFH facility in San Leandro	\$ 52,000.00	\$ 65,275.00	0.0446	0.0255	0.0195	Alameda	LIC
40	67.5	2506-52081	G-F Parkside Apartments LLC	LD Infrastructure	Install and operate 4 Level 2 (high) chargers at 1 MFH facility in San Leandro	\$ 23,500.00	\$ 29,951.00	0.0223	0.0127	0.0097	Alameda	LIC
41	67.2	2506-52071	378 Van Buren R LLC	LD Infrastructure	Install and operate 4 Level 2 (high) chargers at 1 MFH facility in Oakland	\$ 22,500.00	\$ 28,304.00	0.0223	0.0127	0.0097	Alameda	LIC
42	67	2506-52057	270 Perkins R LLC	LD Infrastructure	Install and operate 4 Level 2 (high) chargers at 1 MFH facility in Oakland	\$ 26,000.00	\$ 32,864.00	0.0223	0.0127	0.0097	Alameda	LIC
43	66.8	2506-52068	FIC Riverwood LLC	LD Infrastructure	Install and operate 16 Level 2 (high) chargers at 1 MFH facility in Napa	\$ 112,500.00	\$ 141,207.00	0.0892	0.051	0.0389	Napa	LIC
44	66.5	2506-52066	FRG Timbers LLC DBA The Timbers Apartments	LD Infrastructure	Install and operate 4 Level 2 (high) chargers at 1 MFH facility in Hayward	\$ 32,000.00	\$ 40,533.00	0.0223	0.0127	0.0097	Alameda	LIC
45	66.2	2506-52062	Ecology Action	LD Infrastructure	Install and operate 10 Level 2 (high) chargers at 1 MFH facility in San Leandro	\$ 90,000.00	\$ 149,027.00	0.0035	0.002	0.0015	Alameda	LIC
46	66	2506-51978	2001-2009 Bridgeway Apartments	LD Infrastructure	Install and operate 10 Level 2 (high) chargers at 1 MFH facility in Sausalito	\$ 90,000.00	\$ 124,920.00	0.7326	0.4185	0.3196	Marin	LIC
47	65.8	2506-52087	San Leandro Advisors LTD	LD Infrastructure	Install and operate 18 Level 2 (high) chargers at 1 MFH facility in San Leandro	\$ 130,000.00	\$ 162,888.00	0.1003	0.0573	0.0438	Alameda	LIC
48	65.7	2506-52105	VAMA Associates, LLC	LD Infrastructure	Install and operate 4 Level 2 (high) chargers at 1 MFH facility in San Leandro	\$ 23,500.00	\$ 29,926.00	0.0223	0.0127	0.0097	Alameda	LIC
49	65	2506-52104	Simon J Guendelman and Sylvia D Guendelman Family Trust	LD Infrastructure	Install and operate 4 Level 2 (high) chargers at 1 MFH facility in Oakland	\$ 23,500.00	\$ 29,420.00	0.0223	0.0127	0.0097	Alameda	LIC
50	64.8	2505-51772	City of Cotati	LD Infrastructure	Install and operate 12 Level 2 (high) and 2 DC Fast chargers at 3 workplace facilities in Cotati	\$ 180,000.00	\$ 3,091,278.00	0.0101	0.0061	0.0046	Sonoma	LIC
51	64.2	2506-51950	City of Petaluma	LD Infrastructure	Install and operate 4 Level 2 (high) and 2 DC Fast chargers at 1 workplace facility in Petaluma	\$ 128,000.00	\$ 675,000.00	0.0741	0.0435	0.033	Sonoma	LIC
52	63.5	2505-51792	Amador Lakes Three, LP	LD Infrastructure	Install and operate 10 Level 2 (high) chargers at 1 MFH facility in Dublin	\$ 70,000.00	\$ 144,895.00	0.1023	0.0584	0.0446	Alameda	None
53	63.2	2505-51504	Park Wood Dublin Associates LP	LD Infrastructure	Install and operate 10 Level 2 (high) chargers at 1 MFH facility in Dublin	\$ 70,000.00	\$ 113,049.00	0.1181	0.0675	0.0515	Alameda	None

¹Legend: DAC - Disadvantaged Communities; LIC: Low-Income Communities; CERP: Community Emissions Reduction Plan Communities.

ATTACHMENT 1

Table 1 – FYE 2025 Charge! Program Rank List

Rank	Score	Project #	Applicant	Project Category	Project Description	Eligible Grant Award	Total Project Cost	Lifetime Emissions Reductions (tons)			County	Priority Areas ¹
								NOx	ROG	PM		
54	62.5	2506-51965	Pando Electric	LD Infrastructure	Install and operate 157 Level 2 high chargers at 1 MFH facility in Oakland	\$ 744,000.00	\$ 930,906.00	0.0813	0.0464	0.0355	Alameda	DAC, LIC
55	61	2506-51969	Pando Electric	LD Infrastructure	Install and operate 370 Level 2 (high) chargers at 7 MFH facilities in Los Altos, Menlo Park, Redwood City, San Mateo, and Santa Clara	\$ 2,300,000.00	\$ 3,484,996.00	0.7498	0.4283	0.3271	Regional	LIC
56	57	2506-52063	City of Belvedere	LD Infrastructure	Install and operate 2 Level 2 (high) chargers at 1 destination facility in Belvedere	\$ 10,000.00	\$ 48,560.00	0.0351	0.02	0.0153	Marin	None
57	56	2506-51963	Pando Electric	LD Infrastructure	Install and operate 117 Level 2 high chargers at 1 MFH facility in San Jose	\$ 549,000.00	\$ 686,387.00	0.2117	0.1209	0.0924	Santa Clara	None
58	55.3	2506-51937	Pando Electric	LD Infrastructure	Install and operate 628 Level 2 high chargers at 1 MFH facility in San Jose	\$ 4,396,000.00	\$ 6,177,207.00	0.5293	0.3024	0.2309	Santa Clara	None
59	55	2506-51968	Pando Electric	LD Infrastructure	Install and operate 198 Level 2 (high) chargers at 10 MFH facilities in Mountain View and Palo Alto	\$ 1,091,000.00	\$ 2,263,148.00	1.6674	0.9526	0.7274	Santa Clara	None
60	53.5	2506-52095	Dimond ITR, LLC	LD Infrastructure	Install and operate 4 Level 2 (high) chargers at 1 MFH facility in Oakland	\$ 20,000.00	\$ 27,250.00	0.0223	0.0127	0.0097	Alameda	None
61	53	2506-52107	WWG Apts LLC	LD Infrastructure	Install and operate 5 Level 2 (high) chargers at 1 MFH facility in Piedmont	\$ 25,000.00	\$ 37,764.00	0.0279	0.0159	0.0122	Alameda	None
62	52	2506-52094	1111 Soscol Ferry Self Storage, LLC	LD Infrastructure	Install and operate 30 Level 2 (high) and 6 DC Fast chargers at 1 workplace facility in Napa	\$ 360,000.00	\$ 1,902,778.00	0.9147	0.5432	0.4111	Napa	None
63	51	2506-52000	GoPowerEV	LD Infrastructure	Install and operate 201 Level 1 chargers at 4 MFH facilities in San Francisco	\$ 655,685.00	\$ 819,607.00	0.3518	0.201	0.1535	San Francisco	None
64	50.5	2505-51766	Greenbrae Improvement Club, Inc.	LD Infrastructure	Install and operate 2 Level 2 (high) chargers at 1 MFH facility in Greenbrae	\$ 14,000.00	\$ 21,616.00	0.0117	0.0067	0.0051	Marin	None
65	50	2505-51674	Pando Electric	LD Infrastructure	Install and operate 128 Level 2 high chargers at 4 MFH facilities in Palo Alto	\$ 603,000.00	\$ 754,346.00	0.0532	0.0304	0.0232	Santa Clara	None
66	46	2506-52098	GoPowerEV	LD Infrastructure	Install and operate 238 Level 1 chargers at 1 MFH facility in San Jose	\$ 722,360.00	\$ 902,951.00	0.3963	0.2264	0.1729	Santa Clara	LIC
67	42	2506-52100	Obviously Inspects	LD Infrastructure	Install and operate 3 Level 2 chargers at 1 MFH facility in Berkeley	\$ 17,000.00	\$ 22,000.00	0.0026	0.0015	0.0011	Alameda	None
68	37	2506-51999	GoPowerEV	LD Infrastructure	Install and operate 105 Level 1 chargers at 3 MFH facilities in San Francisco	\$ 250,000.00	\$ 417,345.00	0.2052	0.1172	0.0895	San Francisco	None
69	36	2506-51988	GoPowerEV	LD Infrastructure	Install and operate 99 Level 1 chargers at 1 MFH facility in San Francisco	\$ 272,250.00	\$ 448,836.00	0.2355	0.1345	0.1027	San Francisco	None

¹Legend: DAC - Disadvantaged Communities; LIC: Low-Income Communities; CERP: Community Emissions Reduction Plan Communities.

ATTACHMENT 2
Table 1 – FYE 2025 Charge! Program Project Information

Application Information			Facility Address				Facility Information	
Rank	Project #	Applicant	Street Address	City	County	Zip Code	Category	Affordable Housing
1	2506-52085	West Oakland Community Charge LLC	10 Burma Road	Oakland	Alameda	94607	Destination	No
2	2504-51175	SkyCharger	Plot 3F, South McDonnell Rd.	San Francisco	San Francisco	94128	Destination	No
3	2506-51976	EVgo Services LLC	1757 E Capitol Expy	San Jose	Santa Clara	95121	Destination	No
3	2506-51976	EVgo Services LLC	50 Broadway	San Francisco	San Francisco	94111	Destination	No
3	2506-51976	EVgo Services LLC	2 Bay Street	San Francisco	San Francisco	94133	Destination	No
3	2506-51976	EVgo Services LLC	1050 Front Street	San Francisco	San Francisco	94111	Destination	No
3	2506-51976	EVgo Services LLC	980 Lundy Ave	San Jose	Santa Clara	95133	Destination	No
3	2506-51976	EVgo Services LLC	5887 Lone Tree Wy	Antioch	Contra Costa	94531	Destination	No
4	2506-52059	New Leaf Energy, Inc.	4 Padre Parkway	Rohnert Park	Sonoma	94928	Destination	No
5	2506-52056	EV Charging Solutions, Inc	1970 Diamond Blvd	Concord	Contra Costa	94520	Destination	No
5	2506-52056	EV Charging Solutions, Inc	835 W A Street	Hayward	Alameda	94541	Destination	No
6	2505-51532	New Leaf Energy, Inc.	5302 Monterey Road	San Jose	Santa Clara	95111	Destination	No
7	2506-51850	ElectricFish	1690 Broadway	Redwood City	San Mateo	94063	Destination	No
8	2502-50463	Shorepower Technologies Inc.	209-471 3rd St.	San Rafael	Marin	94901	Destination	No
9	2506-52076	Mynt Systems	45 Murchison Dr.	Millbrae	San Mateo	94030	Destination	No
10	2506-52082	ChargeLink LLC	8425 Cabrillo Hwy	Montara	San Mateo	94037	Destination	No
10	2506-52082	ChargeLink LLC	150 Watkins Ave.	Atherton	San Mateo	94027	Destination	No
10	2506-52082	ChargeLink LLC	440 N Wolfe Rd	Sunnyvale	Santa Clara	94085	Workplace	No
10	2506-52082	ChargeLink LLC	525 Crespi Dr	Pacifica	San Mateo	94044	Destination	No
10	2506-52082	ChargeLink LLC	1550 El Camino Real	San Bruno	San Mateo	94066	Destination	No
11	2506-52108	Green Water and Power	1475 Fillmore St	San Francisco	San Francisco	94155	Destination	No
12	2505-51676	Voltpost	1400 Laguna St	San Francisco	San Francisco	94115	Destination	No
12	2505-51676	Voltpost	1280 Laguna St	San Francisco	San Francisco	94115	Destination	No
12	2505-51676	Voltpost	1320 Laguna St	San Francisco	San Francisco	94115	Destination	No
12	2505-51676	Voltpost	1235 Ellis St	San Francisco	San Francisco	94109	Destination	No
12	2505-51676	Voltpost	1325 Laguna St	San Francisco	San Francisco	94115	Destination	No
12	2505-51676	Voltpost	1152 Laguna St	San Francisco	San Francisco	94115	Destination	No
12	2505-51676	Voltpost	2939 Santiago St	San Francisco	San Francisco	94116	Destination	No
12	2505-51676	Voltpost	2927 Santiago St	San Francisco	San Francisco	94116	Destination	No
12	2505-51676	Voltpost	3001 Santiago St	San Francisco	San Francisco	94116	Destination	No
12	2505-51676	Voltpost	850 La Playa St	San Francisco	San Francisco	94121	Destination	No

ATTACHMENT 2
Table 1 – FYE 2025 Charge! Program Project Information

Application Information			Facility Address				Facility Information	
Rank	Project #	Applicant	Street Address	City	County	Zip Code	Category	Affordable Housing
12	2505-51676	Voltpost	4728 Balboa St	San Francisco	San Francisco	94121	Destination	No
12	2505-51676	Voltpost	4899 Balboa St	San Francisco	San Francisco	94121	Destination	No
12	2505-51676	Voltpost	2299 Lawton St	San Francisco	San Francisco	94122	Destination	No
12	2505-51676	Voltpost	2326 Lawton St	San Francisco	San Francisco	94122	Destination	No
12	2505-51676	Voltpost	2224 Lawton St	San Francisco	San Francisco	94122	Destination	No
12	2505-51676	Voltpost	1675 29th Ave	San Francisco	San Francisco	94122	Destination	No
12	2505-51676	Voltpost	1617 29th Ave	San Francisco	San Francisco	94122	Destination	No
12	2505-51676	Voltpost	2098 35th Avenue	San Francisco	San Francisco	94116	Destination	No
12	2505-51676	Voltpost	2064 35th Ave	San Francisco	San Francisco	94116	Destination	No
12	2505-51676	Voltpost	3800 Lawton St	San Francisco	San Francisco	94122	Destination	No
12	2505-51676	Voltpost	3826 Lawton St	San Francisco	San Francisco	94122	Destination	No
12	2505-51676	Voltpost	1599 44th Ave	San Francisco	San Francisco	94122	Destination	No
12	2505-51676	Voltpost	1575 44th Ave	San Francisco	San Francisco	94122	Destination	No
12	2505-51676	Voltpost	101 Balboa St	San Francisco	San Francisco	94118	Destination	No
12	2505-51676	Voltpost	609 2nd Ave	San Francisco	San Francisco	94118	Destination	No
12	2505-51676	Voltpost	623 2nd Ave	San Francisco	San Francisco	94118	Destination	No
12	2505-51676	Voltpost	643 2nd Ave	San Francisco	San Francisco	94118	Destination	No
12	2505-51676	Voltpost	791 18th Ave	San Francisco	San Francisco	94121	Destination	No
12	2505-51676	Voltpost	779 18th Ave	San Francisco	San Francisco	94121	Destination	No
12	2505-51676	Voltpost	761 18th Ave	San Francisco	San Francisco	94121	Destination	No
12	2505-51676	Voltpost	735 18th Ave	San Francisco	San Francisco	94121	Destination	No
12	2505-51676	Voltpost	719 18th Ave	San Francisco	San Francisco	94121	Destination	No
12	2505-51676	Voltpost	503 2nd Ave	San Francisco	San Francisco	94118	Destination	No
12	2505-51676	Voltpost	525 2nd Ave	San Francisco	San Francisco	94118	Destination	No
12	2505-51676	Voltpost	569 2nd Ave	San Francisco	San Francisco	94118	Destination	No
13	2505-51812	City of Pinole	880 Tennent Ave	Pinole	Contra Costa	94564	Destination	No
13	2505-51812	City of Pinole	2500 Charles Ave	Pinole	Contra Costa	94564	Destination	No
13	2505-51812	City of Pinole	2131 Pear Street	City of Pinole	Contra Costa	94564	Destination	No
13	2505-51812	City of Pinole	590 Marlesta Road	Pinole	Contra Costa	94564	Destination	No
13	2505-51812	City of Pinole	798 Fernandez Ave	Pinole	Contra Costa	94564	Destination	No
13	2505-51812	City of Pinole	2450 Simas Ave	Pinole	Contra Costa	94564	Destination	No

ATTACHMENT 2
Table 1 – FYE 2025 Charge! Program Project Information

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Rank	Project #	Applicant	Street Address	City	County	Zip Code	Category	Affordable Housing
13	2505-51812	City of Pinole	1 Tennet Ave	City of Pinole	Contra Costa	94564	Destination	No
14	2506-52051	Urban EV LLC	20th and Minnesota	San Francisco	San Francisco	94107	Multi-family Housing	No
15	2506-52089	Ethos Electric, Inc.	1908 Olympic Blvd	Walnut Creek	Contra Costa	94596	Destination	No
15	2506-52089	Ethos Electric, Inc.	5434 Thornwood Dr	San Jose	Santa Clara	95123	Destination	No
16	2506-51856	Alta Housing	488 W Charleston Rd	Palo Alto	Santa Clara	94306	Multi-family Housing	Yes
17	2505-51830	Chinn Family LLC	1820 3rd St	Alameda	Alameda	94501	Multi-family Housing	Yes
18	2506-51943	City of Petaluma	320 North McDowell Blvd	Petaluma	Sonoma	94954	Destination	No
19	2505-51820	5800 Third Street HOA	5800 Third St	San Francisco	San Francisco	94124	Multi-family Housing	Yes
20	2506-52101	Regent 140 LLC	2425 MacArthur Blvd	Oakland	Alameda	94602	Multi-family Housing	No
21	2506-51962	OPF Energy, LLC	3210 Porter Drive	Palo Alto	Santa Clara	94304	Workplace	No
21	2506-51962	OPF Energy, LLC	633 Bair Island Road	Redwood City	San Mateo	94063	Workplace	No
21	2506-51962	OPF Energy, LLC	1402 Maple Street	Redwood City	San Mateo	94063	Workplace	No
21	2506-51962	OPF Energy, LLC	744 52nd St	Oakland	Alameda	94609	Workplace	No
21	2506-51962	OPF Energy, LLC	718 Long Bridge Street	San Francisco	San Francisco	94158	Multi-family Housing	No
21	2506-51962	OPF Energy, LLC	480 Mission Bay Blvd N	San Francisco	San Francisco	94158	Multi-family Housing	No
21	2506-51962	OPF Energy, LLC	4276 Wilkie Way	Palo Alto	Santa Clara	94306	Multi-family Housing	No
21	2506-51962	OPF Energy, LLC	5009 Martin Luther King Jr Way	Oakland	Alameda	94609	Workplace	No
21	2506-51962	OPF Energy, LLC	4242 Broadway	Oakland	Alameda	94611	Workplace	No
21	2506-51962	OPF Energy, LLC	4274 Wilkie Way	Palo Alto	Santa Clara	94306	Multi-family Housing	No
22	2506-52088	Ecology Action	2744 E 11th St	Oakland	Alameda	94601	Workplace	No
23	2505-51581	UC Berkeley	1125 Jackson St	Albany	Alameda	94706	Multi-family Housing	No
24	2506-51964	2000-2002 Pacific Ave Apartments	2000-2002 Pacific Ave	Alameda	Alameda	94501	Multi-family Housing	No
25	2505-51533	City of Palo Alto	2700 Midtown Court	Palo Alto	Santa Clara	94303	Multi-family Housing	No
26	2506-51894	K to College dba SupplyBank.org	5601 Oakport Street	Oakland	Alameda	94621	Workplace	No
27	2506-52031	Green Water and Power	24737 Arnold Drive	Sonoma	Sonoma	95476	Destination	No
28	2506-51857	MIRA Master Owners Association	280 Spear Street	San Francisco	San Francisco	94105	Multi-family Housing	Yes
29	2506-52077	275 Vernon R LLC	275 Vernon St	Oakland	Alameda	94610	Multi-family Housing	No
30	2506-51967	Pando Electric	3039-3049 Emerson St	Palo Alto	Santa Clara	94306	Multi-family Housing	Yes
30	2506-51967	Pando Electric	290-310 Ventura Ave	Palo Alto	Santa Clara	94306	Multi-family Housing	Yes
30	2506-51967	Pando Electric	3020-3038 Emerson St	Palo Alto	Santa Clara	94306	Multi-family Housing	Yes
30	2506-51967	Pando Electric	101-115 Ferne Ave	Palo Alto	Santa Clara	94306	Multi-family Housing	Yes

ATTACHMENT 2
Table 1 – FYE 2025 Charge! Program Project Information

Application Information			Facility Address				Facility Information	
Rank	Project #	Applicant	Street Address	City	County	Zip Code	Category	Affordable Housing
30	2506-51967	Pando Electric	3067-3077 Emerson St	Palo Alto	Santa Clara	94306	Multi-family Housing	Yes
30	2506-51967	Pando Electric	3051-3061 Emerson St	Palo Alto	Santa Clara	94306	Multi-family Housing	Yes
30	2506-51967	Pando Electric	330 Emerson St	Palo Alto	Santa Clara	94301	Multi-family Housing	Yes
30	2506-51967	Pando Electric	129 Emerson St	Palo Alto	Santa Clara	94301	Multi-family Housing	Yes
30	2506-51967	Pando Electric	300-310 Curtner Ave	Palo Alto	Santa Clara	94306	Multi-family Housing	Yes
30	2506-51967	Pando Electric	360 Sheridan Ave	Palo Alto	Santa Clara	94306	Multi-family Housing	Yes
30	2506-51967	Pando Electric	2811-2825 Alma St	Palo Alto	Santa Clara	94306	Multi-family Housing	Yes
31	2505-51580	City of Oakland	7101 Edgewater Drive	Oakland	Alameda	94621	Workplace	No
32	2506-52064	LSVB Brook Hill LLC	1100 Pacific Marina	Alameda	Alameda	94501	Multi-family Housing	No
33	2505-51643	Green Water and Power	645 Almanor Ave	Sunnyvale	Alameda	94085	Workplace	No
33	2505-51643	Green Water and Power	650 E Blithedale Ave	Mill Valley	Marin	94941	Workplace	No
33	2505-51643	Green Water and Power	750 N King Rd	San Jose	Santa Clara	95133	Multi-family Housing	No
33	2505-51643	Green Water and Power	3093 Broadway	Oakland	Alameda	94611	Multi-family Housing	No
33	2505-51643	Green Water and Power	1475 Fillmore St	San Francisco	San Francisco	94155	Multi-family Housing	No
34	2504-51283	Town of San Anselmo	San Anselmo Ave and Forrest Ave	San Anselmo	Marin	94960	Destination	No
34	2504-51283	Town of San Anselmo	Greenfield Ave and Lincoln Park	San Anselmo	Marin	94960	Destination	No
35	2506-51880	GS 1401 Mission Project Owner, LLC	1401 Mission	San Francisco	San Francisco	94103	Multi-family Housing	Yes
36	2506-52079	523 Hampshire R LLC	570 Hampshire Ave	Redwood City	San Mateo	94063	Multi-family Housing	No
37	2506-51934	Green Water and Power	42000 Osgood Road	Fremont	Alameda	94539	Workplace	No
37	2506-51934	Green Water and Power	889 Mowry Avenue	Fremont	Alameda	94536	Multi-family Housing	No
37	2506-51934	Green Water and Power	4000 Ellmar Oaks Drive	San Jose	Santa Clara	95136	Multi-family Housing	No
37	2506-51934	Green Water and Power	1008 Carolan Avenue	Burlingame	San Mateo	94010	Multi-family Housing	No
37	2506-51934	Green Water and Power	19608 Pruneridge Ave	Cupertino	please remove	95014	Multi-family Housing	No
37	2506-51934	Green Water and Power	1821 S Milpitas Blvd	Milpitas	Santa Clara	95035	Multi-family Housing	No
37	2506-51934	Green Water and Power	1675 S Milpitas Blvd	Milpitas	Santa Clara	95035	Multi-family Housing	No
37	2506-51934	Green Water and Power	7100 San Ramon Road	Dublin	Santa Clara	94568	Multi-family Housing	No
37	2506-51934	Green Water and Power	250 Davey Glen Road	Belmont	Alameda	94002	Multi-family Housing	No
37	2506-51934	Green Water and Power	251 Brandon Street	San Jose	San Mateo	95134	Multi-family Housing	No
37	2506-51934	Green Water and Power	444 Saratoga Avenue	Santa Clara	Santa Clara	95050	Multi-family Housing	No
37	2506-51934	Green Water and Power	120 Bulkeley Ave	Sausalito	Santa Clara	94965	Multi-family Housing	No
37	2506-51934	Green Water and Power	3765 Tamarack Lane	Santa Clara	Marin	95051	Multi-family Housing	No

ATTACHMENT 2
Table 1 – FYE 2025 Charge! Program Project Information

Application Information			Facility Address				Facility Information	
Rank	Project #	Applicant	Street Address	City	County	Zip Code	Category	Affordable Housing
37	2506-51934	Green Water and Power	535 Everett Avenue	Palo Alto	Santa Clara	94301	Multi-family Housing	No
37	2506-51934	Green Water and Power	1301 16th Street	San Francisco	Santa Clara	94103	Multi-family Housing	No
37	2506-51934	Green Water and Power	1803 Broadway	San Francisco	San Francisco	94109	Multi-family Housing	No
37	2506-51934	Green Water and Power	1552 E Gate Way	Pleasanton	San Francisco	94566	Multi-family Housing	No
38	2506-52029	Tidelands Condominiums HOA	1125-1155 S Eliseo Dr	Larkspur	Marin	94904	Multi-family Housing	No
39	2506-52086	4165 Beverly LLC	1600 162nd Ave	San Leandro	Alameda	94578	Multi-family Housing	No
40	2506-52081	G-F Parkside Apartments LLC	14377 Bancroft Ave	San Leandro	Alameda	94578	Multi-family Housing	No
41	2506-52071	378 Van Buren R LLC	378 Van Buren Ave	Oakland	Alameda	94610	Multi-family Housing	No
42	2506-52057	270 Perkins R LLC	270 Perkins St	Oakland	Alameda	94610	Multi-family Housing	No
43	2506-52068	FIC Riverwood LLC	2942 Soscol Ave	Napa	Napa	94558	Multi-family Housing	No
44	2506-52066	FRG Timbers LLC DBA The Timbers Apartments	25200 Santa Clara St	Hayward	Alameda	94544	Multi-family Housing	No
45	2506-52062	Ecology Action	15991 Mateo Street	San Leandro	Alameda	94578	Multi-family Housing	No
46	2506-51978	Sean Choi	2001-2009 Bridgeway	Sausalito	Marin	94965	Multi-family Housing	No
47	2506-52087	San Leandro Advisors LTD	900 143rd Ave	San Leandro	Alameda	94578	Multi-family Housing	No
48	2506-52105	VAMA Associates, LLC	14433 Bancroft Ave	San Leandro	Alameda	94578	Multi-family Housing	No
49	2506-52104	Simon J Guendelman and Sylvia D Guendelman Famil	324 Warwick Ave	Oakland	Alameda	94610	Multi-family Housing	No
50	2505-51772	City of Cotati	1 Trebino Ct	Cotati	Sonoma	94931	Workplace	No
50	2505-51772	City of Cotati	203 W Sierra Ave	Cotati	Sonoma	94931	Workplace	No
50	2505-51772	City of Cotati	201 W. Sierra Ave	Cotati	Sonoma	94931	Workplace	No
51	2506-51950	City of Petaluma	202 North McDowell Blvd	Petaluma	Sonoma	94954	Workplace	No
52	2505-51792	Amador Lakes Three, LP	8105 N Lake Dr	Dublin	Alameda	94568	Multi-family Housing	No
53	2505-51504	Park Wood Dublin Associates LP	7300 Parkwood	Dublin	Alameda	94568	Multi-family Housing	No
54	2506-51965	Pando Electric	423 7th St	Oakland	Alameda	94607	Multi-family Housing	No
55	2506-51969	Pando Electric	1777 Lafayette Street	Santa Clara	Santa Clara	95050	Multi-family Housing	No
55	2506-51969	Pando Electric	21 Willow Road	Menlo Park	San Mateo	94025	Multi-family Housing	No
55	2506-51969	Pando Electric	2323 Eastridge Ave	Menlo Park	San Mateo	94025	Multi-family Housing	No
55	2506-51969	Pando Electric	1835 Palm View Place	Santa Clara	Santa Clara	95050	Multi-family Housing	No
55	2506-51969	Pando Electric	1614 Hudson Street	Redwood City	San Mateo	94061	Multi-family Housing	No
55	2506-51969	Pando Electric	316 N El Camino Real	San Mateo	San Mateo	94401	Multi-family Housing	No
55	2506-51969	Pando Electric	5100 El Camino Real	Los Altos	Santa Clara	94022	Multi-family Housing	No
56	2506-52063	City of Belvedere	Lagoon Rd Parking Lot	Belvedere	Marin	94921	Destination	No

ATTACHMENT 2
Table 1 – FYE 2025 Charge! Program Project Information

Application Information			Facility Address				Facility Information	
Rank	Project #	Applicant	Street Address	City	County	Zip Code	Category	Affordable Housing
57	2506-51963	Pando Electric	4250 El Camino Real	Palo Alto	Santa Clara	94306	Multi-family Housing	No
58	2506-51937	Pando Electric	700 Clark Way	Palo Alto	Santa Clara	94304	Multi-family Housing	No
59	2506-51968	Pando Electric	2211 Latham Street	Mountain View	Santa Clara	94040	Multi-family Housing	No
59	2506-51968	Pando Electric	100 W El Camino Real	Mountain View	Santa Clara	94040	Multi-family Housing	No
59	2506-51968	Pando Electric	181 Del Medio Avenue	Mountain View	Santa Clara	94040	Multi-family Housing	No
59	2506-51968	Pando Electric	49 Showers Drive	Mountain View	Santa Clara	94040	Multi-family Housing	No
59	2506-51968	Pando Electric	400 Ortega Avenue	Mountain View	Santa Clara	94040	Multi-family Housing	No
59	2506-51968	Pando Electric	4151 El Camino Way	Palo Alto	Santa Clara	94306	Multi-family Housing	No
59	2506-51968	Pando Electric	550 Ortega Ave	Mountain View	Santa Clara	94040	Multi-family Housing	No
59	2506-51968	Pando Electric	2255 Showers Drive	Mountain View	Santa Clara	94040	Multi-family Housing	No
59	2506-51968	Pando Electric	1031 & 1033 Crestview Drive	Mountain View	Santa Clara	94040	Multi-family Housing	No
59	2506-51968	Pando Electric	800 High Street	Palo Alto	Santa Clara	94301	Multi-family Housing	No
60	2506-52095	Dimond ITR, LLC	3720 Fruitvale Ave	Oakland	Alameda	94602	Multi-family Housing	No
61	2506-52107	WWG Apts LLC	95 Wildwood Gardens	Piedmont	Alameda	94611	Multi-family Housing	No
62	2506-52094	1111 Soscol Ferry Self Storage, LLC	1111 Soscol Ferry Road	Napa	Napa	94558	Workplace	No
63	2506-52000	GoPowerEV	150, 152, 154, and 156 Lombard St.	San Francisco	San Francisco	94111	Multi-family Housing	No
64	2505-51766	Greenbrae Improvement Club, Inc.	00 Greenbrae Boardwalk	Greenbrae	Marin	94904	Multi-family Housing	No
65	2505-51674	Pando Electric	1600 Sand Hill Rd	Palo Alto	Santa Clara	94304	Multi-family Housing	No
66	2506-52098	GoPowerEV	144 S 3rd Street	San Jose	Santa Clara	95112	Multi-family Housing	No
67	2506-52100	Obviously Inspects	2724 Stuart St	Berkeley	Alameda	94705	Multi-family Housing	Yes
68	2506-51999	GoPowerEV	2770, 2780, 2790 19th Ave	San Francisco	San Francisco	94132	Multi-family Housing	No
69	2506-51988	GoPowerEV	235 Berry St	San Francisco	San Francisco	94158	Multi-family Housing	No

Attachment 3

FYE2025 *Charge!* Program Memo Attachments: Figures, Maps, and Tables

Figure 1. Publicly Available Level 1, Level 2, and DC Fast Charging Ports by County in the Bay Area

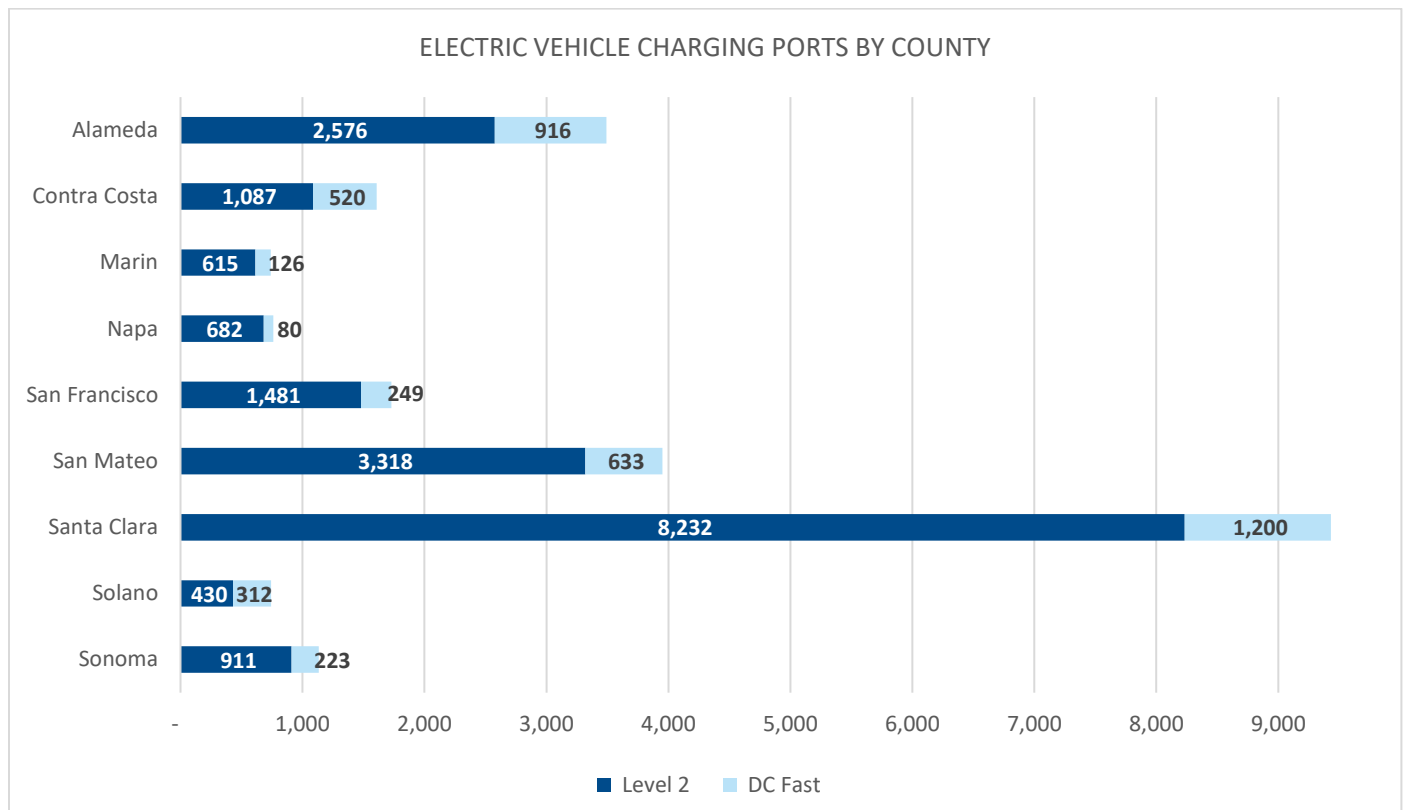


Figure 2. Map of Publicly Available Charging Stations in the Air District's jurisdiction

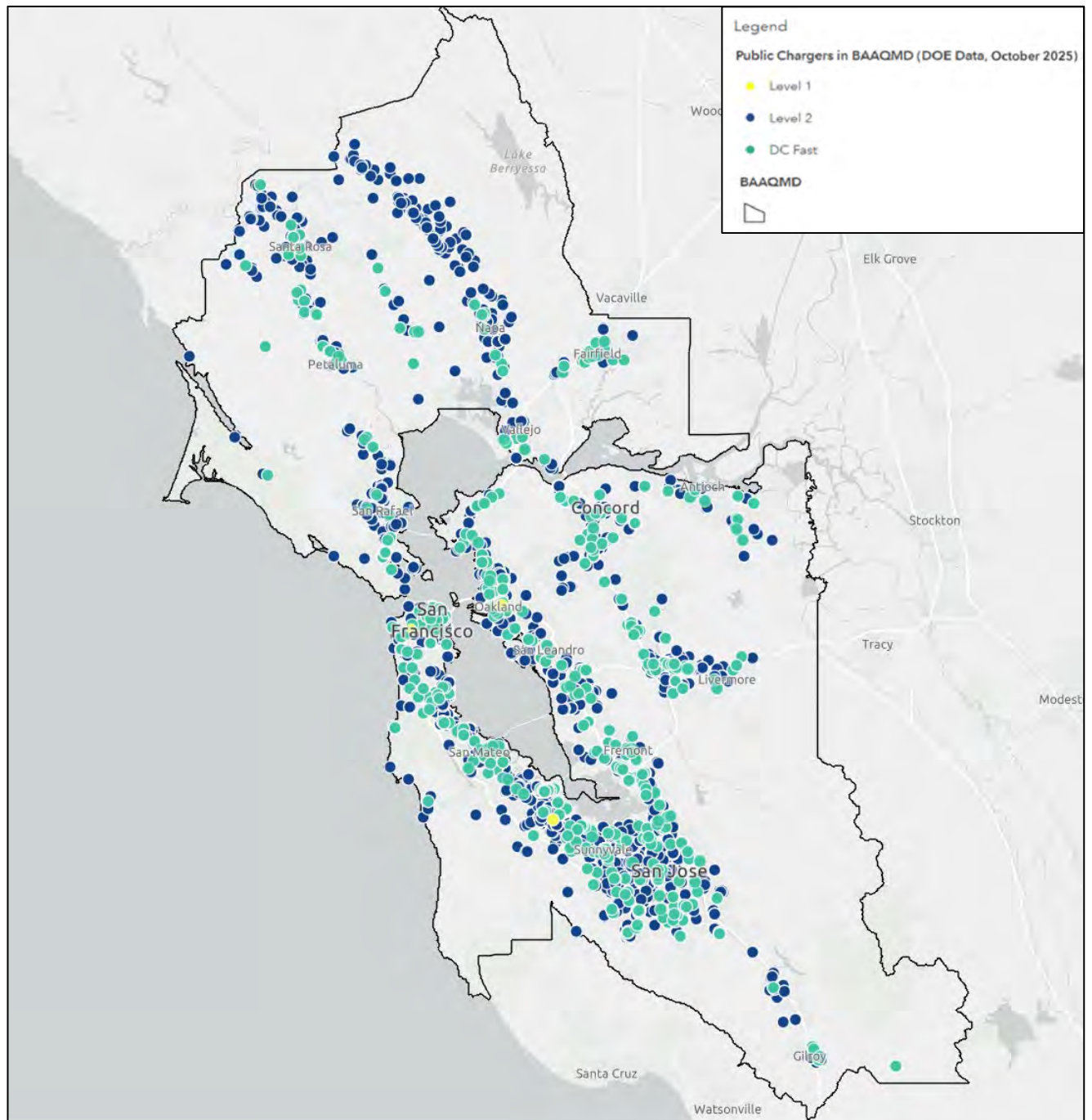


Table 1: Application Evaluation Criteria and Scoring

Evaluation criteria	Possible points
Project details & implementation plan • Project scope/details • Partners/community support • Location/facility type • Accessibility	10
Project benefits • # of units to be implemented • # of units per county and facility type • Estimated emissions reductions • Anticipated charger utilization • Charger hours of operation • Community support • Alternative power source (e.g., solar, wind), and technology type	30
Priorities • Project location: Priority Population Areas, multi-family housing, affordable housing, rural areas	25
Readiness • Resources available • Readiness for commencement/implementation • Project timeline	15
Qualifications • Applicant experience/history • Partners' roles and experience • Disadvantaged Business Enterprises • Minority Business Enterprises • Women's Business Enterprises • Veteran-owned Businesses • Small Businesses	5
Budget • Itemized equipment and infrastructure cost • Co-funding/match • Total funds requested	5
Application completeness	10
Total Points Possible	100

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: December 3, 2025

Re: Amendment of Sections 8.2, 9.3, 9.4, and 3.4 of the Administrative Code

RECOMMENDED ACTION

Adopt proposed amendments to Administrative Code Sections 9.4 (Procurement and Contracting), 8.2 (General Counsel), 9.3 (Adoption of Budget), and 3.4 (Appointments to Committees), as shown in Attachment 1.

BACKGROUND

Under Section 1.3 of the Administrative Code, amendments to the Administrative Code may be adopted by the Board of Directors after review and recommendation by the Finance and Administration Committee.

In December 2023, the Board of Directors approved significant revisions to the Administrative Code, which took effect on January 1, 2024. The new Administrative Code included substantial revisions to Divisions I (Operating Provisions) and II (Fiscal Provisions) of the Administrative Code. These revisions created a single document with improved efficiencies for the Board of Directors and agency functions.

On May 1, 2024, the Board of Directors approved additional revisions to Section 9.4, Procurement and Contracting, of the Administrative Code following a thorough review of the Air District's procurement processes and procedures by a public procurement consultant, Mission Consulting, LLC.

Following the May 2024 revision, Air District staff have identified additional sections of the Administrative Code that would benefit from further clarification and streamlining to enhance operational efficiency and improve internal processes.

DISCUSSION

This action proposes four categories of updates, with the most significant revisions concentrated in Section 9.4, Procurement and Contracting.

This recommendation seeks to revise Section 9.4, Procurement and Contracting, to:

- Direct the APCO to maintain a Procurement Policy consistent with public agency best practices for procurement programs, and to amend the Procurement Policy as necessary to implement an efficient and effective procurement program without the need to obtain further approval by the Board of Directors. Currently, the Board is required to approve any changes to the Procurement Policy.
- Specify that the APCO can renew contracts exceeding \$200,000 without Board of Directors approval for the following categories of goods and services: insurance; employee benefits (e.g., CalPERS, life insurance, etc.); fueling and charging of Air District vehicles; Bay Area Headquarters Authority common area and shared services expenses; real property leases and license agreements; software services (e.g. licenses, warranties, maintenance, and support); cloud-based information infrastructure and services; OEM equipment warranties; and equipment leases; and that for such contracts, the APCO must report payments that exceed \$30,000 in total in any fiscal year to the Board of Directors.
- Revise the provisions authorizing the General Counsel to hire outside legal counsel and related services. These requirements are currently specified in Section 8.2 (General Counsel). The proposed amendments would move them into Section 9.4 with the Administrative Code's other procurement provisions, and would provide that the General Counsel's authority to procure such services tracks the APCO's general procurement authority, including the limits on contracts and contract amendments that can be executed without further approval by the Board of Directors.
- Incorporate other non-substantive editorial revisions to enhance readability and ensure consistency with other Code sections.

In addition, revisions to Section 8.2, General Counsel, are recommended in connection with moving the provisions on the General Counsel's authority to hire outside legal counsel to Section 9.4. Revised Section 8.2 would simply cross-reference the procurement authority in Section 9.4.

Updates to Section 9.3(b), Adoption of Budget, are proposed to revise the timeline for presenting the proposed budget to the Finance and Administration Committee. These changes are intended to provide greater flexibility in referring the proposed budget to the Board of Directors.

Lastly, an addition to Section 3.4, Appointments to Committees, is proposed to require that the Clerk of the Boards report the Committee assignments to the Board of Directors at its first meeting in February of each year, or as soon thereafter as the Committee appointments are made. The Finance and Administration Committee discussed this

change at its meeting on July 16, 2025, and requested Air District staff memorialize this process.

Air District staff presented these proposed changes and the Finance and Administration Committee recommended the Board of Directors adopt these Administrative Code amendments at its meeting on October 15, 2025.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None. The recommended changes to the Administrative Code will not have any impact on the Air District's budget.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Erica Flahan, Karen Schkolnick, Cynthia Zhang, and Sonam Shah-Paul

Reviewed by: Hyacinth Hinojosa

ATTACHMENT(S):

1. Proposed Updates to the Air District's Administrative Code

Bay Area Air District Administrative Code

3.4 Appointments to Committees

The Chairperson shall appoint members of the Board of Directors to the standing committees annually in January, or as soon thereafter as new members are named by their appointing authorities (except for the Nominating Committee, which shall be appointed as specified in Section 3.3(e)). The Chairperson may also appoint members at any time a vacancy occurs. The Chairperson shall ensure that Committee membership is rotated to provide equitable representation of cities and counties and geographical diversity to allow participation in the work of the Air District by as broad a representation as may be possible. In no event shall a committee be composed of a quorum of the Board of Directors or any committee of the Board. The Clerk of the Boards shall report the Committee appointments to the Board of Directors at its first meeting in February of each year, or as soon thereafter as the Committee appointments are made.

8.2 Air District General Counsel

(a) Appointment

The Board of Directors shall appoint a General Counsel to the Air District, who shall serve at the pleasure of the Board.

(b) Duties

The General Counsel shall serve as the chief legal officer of the Air District and possess the power and duty to administer the legal affairs of the Air District and to represent the Air District in all legal matters. The General Counsel's duties include, without limitation:

- (1) Providing advice and legal opinions, either orally or in writing as appropriate to the circumstances, to the Board of Directors, the APCO, Board Committee, Hearing Board, Advisory Councils, or other committee or employee as directed by the Board of Directors.
- (2) Making recommendations to the APCO and Board of Directors on the settlement of all claims and litigation involving the Air District.
- (3) Approving as to form, prior to enactment, all surety bonds, contracts, ordinances, resolutions, and other legal documents and instruments; and examining and approving title to all real property to be acquired by the Air District.

- (4) Serving as the appointing authority for all positions of employment in the Air District's Legal Division, with plenary and sole authority to hire, fire, discipline, layoff, supervise, and assign employees in that Office.
- (5) Hiring outside legal counsel and related professional services when in the interests of the Air District. The General Counsel may execute contracts for legal services as provided for in Section 9.4(g) ~~in an amount that does not exceed two hundred thousand dollars (\$200,000). Contracts in excess of the amount shall be approved by the Board of Directors. The General Counsel shall report all contracts for outside legal services to the Board of Directors. In hiring outside counsel, the General Counsel shall endeavor to follow the Procurement Policy adopted pursuant to Section 9.4 to the extent practicable under the circumstances, but shall not be strictly bound by that Policy.~~
- (6) Carrying out other and additional duties as the Board of Directors may prescribe.

Section 9.3: Adoption of Budget

(a) Budget Preparation

No later than the 15th day of January of each year, the APCO shall start the preparation of the budget for submission to the Board of Directors via the Finance and Administration Committee.

(b) Presentation to Finance and Administration Committee

The APCO, or their designee, shall present at the proposed budget to the Finance and Administration Committee ~~by no later than the 4th Wednesday in March 31st for consideration by that Committee to receive direction. The Committee may refer the proposed budget directly to the full Board of Directors, or it may request revisions to the proposed budget for consideration at a subsequent Committee meeting. By no later than the 4th Wednesday in April, the APCO, or their designee, shall present a revised budget to the~~ The Finance and Administration Committee shall refer a proposed budget to the Board of Directors no later than April 30th for the Committee's approval.

(c) Adoption by the Board of Directors

(1) Notice

No less than thirty (30) days before any Board of Directors public hearing on the budget, the APCO, or their designee, shall prepare and make available to the public a summary of the Air District budget and any supporting documents,

including, but not limited to, a schedule of fees to be imposed by the Air District to fund its programs.

(2) Public Hearing to Review the Budget

Not less than two weeks before the public hearing at which the budget is adopted, the Board of Directors shall hold a public hearing for the exclusive purpose of reviewing the proposed budget and providing the public with the opportunity to comment upon the proposed budget.

(3) Adoption of the Budget

The Board of Directors shall adopt the budget at a public hearing held not less than two weeks after the public hearing to review the proposed budget required under subsection 9.3(c)(2), but under no circumstances any later than the last day of June. (Health and Safety Code section 40130-40131.)

Section 9.4: Procurement and Contracting

- (a) The APCO shall ~~maintain a Procurement Policy develop for approval by the Board of Directors a Procurement Policy~~ establishing procedures for conducting procurements consistent with public agency best practices, including competitive bidding, awarding, administering, and executing contracts for goods and services, leases, and other similar contractual agreements (collectively referred to herein as “contracts”). ~~The APCO may make updates to amend the policy as needed to incorporate future Board approved changes to the Administrative Code and to reflect best public agency practices for procurement programs implement an efficient and effective procurement program. The APCO may further delegate its authority as defined in the Procurement Policy and Procedures.~~
- (b) The APCO may execute contracts in an amount that does not exceed two hundred thousand dollars (\$200,000) ~~as specified in the Procurement Policy~~. The APCO shall report such contracts to the Board of Directors if they exceed one hundred thousand dollars (\$100,000). Contracts in excess of two hundred thousand dollars (\$200,000) must ~~receive prior approval~~ be approved by the Board of Directors. ~~The APCO may bring any contract before the Board of Directors for approval if they deem it in the best interest of the Air District.~~
- (c) The APCO may execute amendments to contracts ~~if~~ (1) if the amount of ~~a the~~ contract as amended does not exceed two hundred thousand dollars (\$200,000), or (2) if the contract ~~had~~ has previously been approved by the Board of Directors, the cumulative amount of ~~any all~~ amendments since the last Board approval does not exceed the ~~previously last Board~~-approved contract amount by more than two hundred thousand dollars (\$200,000) or 25%, whichever is the lesser amount. All other amendments must be approved by the Board of Directors. The APCO shall

report to the Board of Directors any amendments that (1) cause the amount of a contract as amended to exceed one hundred thousand dollars (\$100,000), or (2) cause the amount of a contract already exceeding one hundred thousand dollars (\$100,000) to increase by more than 25%. ~~The APCO may bring any contract amendment before the Board of Directors for approval if they deem it in the best interest of the Air District.~~

- (d) Notwithstanding any limitations in this Section 9.4, the APCO may execute contracts for goods and services without prior approval by the Board of Directors in the event of a declared state of emergency that causes a need to immediately procure such goods or services to make repairs, to safeguard the lives or property of residents within the Air District jurisdiction or Air District employees or property, or to otherwise protect public health or welfare as a result of extraordinary conditions created by war, epidemic, weather, fire, flood, earthquake or other catastrophe, or the breakdown of any plant, equipment, structure, or public work. The APCO may execute such a contract in an expeditious manner to the extent necessary to respond to the emergency; however, if the emergency permits, the APCO shall obtain the approval of the Chairperson of the Board of Directors. The APCO shall report to the Board of Directors on the execution of the contract as soon as practicably possible.
- (e) Notwithstanding any limitations in this Section 9.4, the APCO may execute renewal contracts for the following select recurring standard services categories of goods and services without approval by the Board of Directors, including those exceeding two hundred thousand dollars (\$200,000), provided the initial procurement was authorized under then-applicable provisions of the Administrative Code, including the use of appropriate required competitive processes. ~~These select recurring services are limited to: utilities; and other core services specifically identified in the Procurement Policy and for which the Board of Directors has provided pre-approval given their essential and recurring nature.~~ insurance; employee benefits (e.g., CalPERS, life insurance, etc.); fueling and charging of Air District vehicles; Bay Area Headquarters Authority common area and shared services expenses; real property leases and license agreements; software services (e.g. licenses, warranties, maintenance, and support); cloud-based information infrastructure and services; OEM equipment warranties; and equipment leases.

For ~~any such~~ contracts renewed in this manner, ~~recurring payments~~ the APCO shall be reported payments made under such contracts exceeding thirty thousand dollars (\$30,000) in total in any fiscal year to the Board of Directors in connection with the quarterly Financial Reports. The provisions of this Section 9.4(e) paragraph apply to qualifying renewals of existing contracts only. Approval by the Board of Directors is required for all new contracts if the goods or services that will be purchased under the contract are ~~initially~~ anticipated to be greater than

two hundred thousand dollars (\$200,000), ~~as calculated pursuant to the Procurement Policy.~~

- (f) In circumstances where a contract is required to be executed independently from the APCO, and no other Air District employee can appropriately execute the contract due to legal, confidentiality, or personnel reasons, or because other extenuating circumstances exist, the Chairperson of the Board of Directors may execute the contract on behalf of the Air District, with notification to the Board of Directors, if the amount of the contract does not exceed two hundred thousand dollars (\$200,000). -Such contracts in excess of two hundred thousand dollars (\$200,000) must be approved by the Board of Directors. In approving such contracts, the Board of Directors shall authorize and direct the Chairperson, the Vice-Chairperson, or another member of the Board of Directors to execute the contract on behalf of the Air District. In entering into contracts under this subsection 9.4(~~ef~~), the Chairperson and the Board of Directors shall endeavor to follow public agency procurement best practices ~~the Procurement Policy~~ to the extent practicable.
- (g) The General Counsel may execute contracts for outside legal counsel and related professional services as provided for in Section 8.2(b). The General Counsel may execute contracts for outside legal counsel and related professional services in the same manner in which the APCO may execute contracts for general procurement under paragraphs 9.4(b) and 9.4(c) above, with the same limits on the dollar amounts of contracts and contract amendments that can be executed without further approval by the Board of Directors. In procuring outside counsel and related professional services, the General Counsel shall endeavor to follow public agency best practices to the extent practicable.

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: December 3, 2025

Re: Proposed Board and Committee Meeting Schedule for Calendar Year 2026

RECOMMENDED ACTION

Adopt the attached Resolution establishing a Board and Committee meeting schedule for calendar year 2026.

BACKGROUND

None.

DISCUSSION

Attached for your review and approval is a proposed Resolution establishing a meeting schedule for the Board of Directors and its Standing Committees for 2026. Per Sections 2.6(b) and 3.3(a) of the Administrative Code, the Board is required to adopt a resolution each year establishing a meeting schedule for the upcoming year.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Vanessa Johnson
Reviewed by: Dr. Philip M. Fine

ATTACHMENT(S):

1. Resolution - Draft Board Resolution Adopting 2026 Board and Committee Meeting Schedule
2. 2026 Proposed Calendar Board Meeting Schedule

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

RESOLUTION NO. 2025 -

**A Resolution of the Board of Directors of the Bay Area Air Quality Management District
Adopting Board and Committee Meeting Schedules**

RECITALS

WHEREAS, Sections 2.6(b) and 3.3(a) the Administrative Code of the Bay Area Air Quality Management District require the Board of Directors to adopt annually by resolution schedules for meetings of the Board of Directors and Board Committees; and

WHEREAS, the Board of Directors has considered and approves of the attached proposed 2026 meeting schedule.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby adopts the attached meeting schedule for calendar year 2026.

BE IT FURTHER RESOLVED that the location for meetings of the Board of Directors and its Committees shall be the Bay Area Metro Center, 375 Beale Street, San Francisco, California, with other remote locations as provided for in the notice of each meeting pursuant to the Administrative Code and the Ralph M. Brown open meetings act; or as otherwise specified on the agenda for the meeting.

The foregoing resolution was duly and regularly introduced, passed and adopted at a public meeting of the Board of Directors of the Bay Area Air Quality Management District on the Motion of _____, seconded by _____, on the ____ day of _____, 2025 by the following vote of the Board:

AYES:

NOES:

ABSTAIN:

ABSENT:

Lynda Hopkins
Chair of the Board of Directors

ATTEST:

Marcy Hiratzka
Clerk of the Boards

DRAFT

CALENDAR YEAR 2026 BOARD OF DIRECTORS MEETING SCHEDULE		
MONTH	DATE	TIME
January	January 28 Tentative	10:00 a.m. (Board of Directors Retreat)
February	February 4	10:00 a.m.
March	March 4	10:00 a.m.
April	April 1	10:00 a.m.
April	April 29	10:00 a.m. Public Hearing for the exclusive purpose of reviewing and taking public comment on Proposed FY 2026-2027 Budget 11:00 a.m. Board of Directors Meeting
May	May 6	10:00 a.m.
June	June 3	10:00 a.m. Public Hearing to consider adoption of Proposed FY 2026-2027 Budget and Proposed Fee Regulation Amendments
July	July 1	10:00 a.m.
AUGUST	DARK	DARK
September	September 2	10:00 a.m.
October	October 7	10:00 a.m.
November	November 4	10:00 a.m.
December	December 2	10:00 a.m.

BOARD OF DIRECTORS
Time - 10:00 a.m.* <i>Occurs 1st Wednesday of the Month (Exceptions specified in bold below)</i>
January 28 (Board Retreat)
February 4
March 4
April 1
<i>April 29 - 10 a.m. (*note meeting title) Public Hearing for the exclusive purpose of reviewing and taking public comment on Proposed FY 2026-2027 Budget</i>
May 6

Stationary Source	Community Equity, Health, and Justice	Policy, Grants, and Technology	Finance & Administration	Advisory Council
Time – 10:00 a.m. <i>Occurs 2nd Wednesday of the Month (Exceptions specified in bold below)</i>	Time – 1:00 p.m. <i>Occurs 2nd Wednesday of the Month (Exceptions specified in bold below)</i>	Time – 10:00 a.m. <i>Occurs 3rd Wednesday of the Month (Exceptions specified in bold below)</i>	Time – 1:00 p.m. <i>Occurs 3rd Wednesday of the Month (Exceptions specified in bold below)</i>	<i>At the Call of the Chair</i>
Not being held	Not being held	Not being held	Not being held	
February 11	February 11	February 18	February 18	
March 11	March 11	March 18	March 18	
April 8	April 8	April 15	April 15	
May 13	May 13	May 20	May 20	

BOARD OF DIRECTORS (cont.)	COMMITTEES (cont.)				
	Stationary Source	Community Equity, Health, and Justice	Policy, Grants, and Technology	Finance & Administration	Advisory Council
June 3 <i>Public Hearing to consider adoption of Proposed FY 2026-2027 Budget and Proposed Fee Regulation Amendments</i>	June 10	June 10	June 17	June 17	
July 1	July 8	July 8	July 15	July 15	
September 2	September 9	September 9	September 16	September 16	
October 7	October 14	October 14	October 21	October 21	
November 4	November 11 <i>Not being held due to Veterans Day holiday (meeting may be rescheduled)</i>	November 11 <i>Not being held due to Veterans Day holiday (meeting may be rescheduled)</i>	November 18	November 18	
December 2	December 9	December 9	December 16	December 16	

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: December 3, 2025

Re: Publication of 2026 Regulatory Agenda

RECOMMENDED ACTION

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

BACKGROUND

Each year, the Air District is required by Health and Safety Code section 40923 to publish a list of regulatory measures scheduled or tentatively scheduled for consideration during the next calendar year. If a measure is not on this list, the Air District may not propose it for consideration unless it is necessary to: 1. Satisfy federal requirements; 2. Abate a substantial endangerment to public health or welfare; 3. Comply with state toxic air contaminant requirements; 4. Comply with California Air Resources Board requirement that the Air District adopt contingency measures due to inadequate progress towards attainment; 5. Preserve an existing rule's "original intent"; or 6. Allow for alternative compliance under an existing rule.

DISCUSSION

The list below includes all measures that the Board may potentially consider in calendar year 2026.

Regulation, Rule	Title
Reg. 1	General Provisions and Definitions
Reg. 2, Rule 1	Permits, General Requirements
Reg. 2, Rule 2	Permits, New Source Review
Reg. 2, Rule 5	Permits, New Source Review for Toxic Air Contaminants
Reg. 2, Rule 6	Major Facility Review

Reg. 3	Fees
Reg. 5	Open Burning
Reg. 6	Particulate Matter, Common Definitions and Test Method
Reg. 6, Rule 1	Particulate Matter, General Requirements
Reg. 6, Rule 3	Particulate Matter, Wood-Burning Devices
Reg. 6, Rule 4	Particulate Matter, Metal Recycling and Shredding Operations
Reg. 6, Rule 6	Particulate Matter, Prohibition of Trackout
Reg. 6, Rule TBD	Particulate Matter, Health-Based Particulate Matter Rule
Reg. 8, Rule 2	Organic Compounds, Miscellaneous Operations
Reg. 8, Rule 8	Organic Compounds, Wastewater Collection and Separation Systems
Reg. 8, Rule 18	Organic Compounds, Equipment Leaks
Reg. 8, Rule 34	Organic Compounds, Solid Waste Disposal Sites
Reg. 9, Rule 1	Inorganic Gaseous Pollutants, Sulfur Dioxide
Reg. 9, Rule 2	Inorganic Gaseous Pollutants, Hydrogen Sulfide
Reg. 9, Rule 4	Inorganic Gaseous Pollutants, Nitrogen Oxides from Natural Gas-Fired Furnaces
Reg. 9, Rule 6	Inorganic Gaseous Pollutants, Nitrogen Oxides Emissions from Natural Gas-Fired Water Heaters
Reg. 9, Rule 7	Inorganic Gaseous Pollutants, Nitrogen Oxides And Carbon Monoxide from Industrial, Institutional, and Commercial Boilers, Steam Generators, And Process Heaters
Reg. 9, Rule 8	Inorganic Gaseous Pollutants, Nitrogen Oxides and Carbon Monoxide from Stationary Internal Combustion Engines
Reg. 10	Standards of Performance for New Stationary Sources
Reg. 11 Rule 1	Hazardous Pollutants, Lead
Reg. 11, Rule 10	Hazardous Pollutants, Hexavalent Chromium Emissions from All Cooling Towers and Total Hydrocarbon Emissions from Refinery Cooling Towers
Reg. 11, Rule 18	Hazardous Pollutants, Reduction of Risks from Air Toxic Emissions at Existing Facilities
Reg. 12, Rule 11	Miscellaneous Standards of Performance, Flare Monitoring at Refineries

Reg. 12, Rule 12	Miscellaneous Standards of Performance, Flares at Refineries
Reg. 12, Rule 13	Miscellaneous Standards of Performance, Foundry and Forging Operations
Reg. 12, Rule 15	Miscellaneous Standards of Performance, Refining Emissions Tracking
Reg. 13, Rule 4	Anerobic Digestion and Publicly-Owned Treatment Works
Reg. 13, Rule 5	Industrial Hydrogen Plants
Reg. and Rule TBD	Cumulative Impacts
Reg. and Rule TBD	Indirect Source Rule
Reg. and Rule TBD	Refinery Community Air Monitoring Programs
MOP	Manual of Procedures, Volumes 1 through 8

All new rules and rule amendments must be adopted at a public hearing conducted by the Board of Directors. Members of the public may provide comments at these hearings. Public notice of hearings is provided as required by law. In addition, Air District staff typically conducts public workshops and provides opportunities for oral and written comments before scheduling a rule for public hearing for the Board's consideration. Information on workshops, hearings, and other rule development issues may be obtained from the Air District website.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Victor Douglas
Reviewed by: Greg Nudd

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: December 3, 2025

Re: Appointment of Community Advisory Council Members

RECOMMENDED ACTION

Appoint the individuals listed below to the Community Advisory Council (CAC) for a term of 2 years or 4 years, as indicated:

- Ms. Margaret Gordon, Alameda County seat for 2 years
- William Goodwin, Contra Costa County seat for 2 years
- Kevin G. Ruano Hernandez, Contra Costa County seat for 2 years
- Latasha Washington, Contra Costa County seat for 4 years
- Dominique Brooks, Contra Costa County seat for 4 years
- Arieann Harrison, San Francisco County seat for 2 years
- Adriana Fernandez Arriaga, San Mateo County seat for 2 years
- Violet Saena, Santa Clara County seat for 2 years
- Azjargal Tsogtsaikhan, Santa Clara County seat for 2 years
- Ken Szutu, Solano County seat for 4 years
- Jeff Sanchez, At-large seat for 4 years
- Saidy Dianyra Reyes Mazariegos, At-large seat for 2 years
- Harsheet Subedi, Youth seat for 4 years

These individuals were selected by the CAC's Member Selection Ad Hoc Committee from a pool of 68 applicants. Harsheet Subedi is a new candidate for the youth seat who was added to this recommendation following the withdrawal of the previous candidate, Daphney Saviotti-Orozco, on November 13, 2025.

BACKGROUND

Recruitment of Applicants

Thirteen CAC seats are up for appointment as the incumbents have reached the end of their current terms. The Air District opened applications for these 13 seats on May 1, 2025. The deadline for applications was extended from June 1, 2025, to June 22, 2025, due to a low number of applicants. Of the 68 applications received, one applicant was

disqualified for not residing or working in the county that they applied to represent.

Criteria for Selection

The Community Equity, Health, and Justice Committee provided guidance on the selection process and directed Air District staff to develop additional ideas for consideration during the February 19, 2025, and April 9, 2025, meetings.

Existing Council Members

Criteria

The selection criteria included in Board Resolution No. 2023–14 state that the Board shall appoint CAC members (both existing and new) based on the following criteria:

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

Additional Guidance

- Effort in transferring knowledge gained and engaging community in the work of the CAC;
- Use of experience with environmental justice communities to create impact; and
- Demonstrated conformity with the CAC Charter.

New Applicants

Additional Guidance

Reflect the Diverse Demographics of the Bay Area

- Members should represent the racial, ethnic, socioeconomic, geographic, and cultural diversity of the Bay Area. Consideration will be given to individuals from communities disproportionately impacted by air pollution.
- The Council will strive to include members across generations, ensuring representation from youth, working-age adults, and elders.

Demonstrate Lived Experience in Impacted Communities

- Preference for individuals with ties and/or direct experience living in communities that have historically faced high levels of air pollution and environmental injustice.
- Ability to bring a community-centered approach to air quality issues and policy recommendations.

Bring a Diversity of Relevant Expertise and Knowledge

- Members should have expertise or knowledge in one or more of the following areas:
 - o Environmental justice
 - o Community organizing
 - o Public health and air quality-related health impacts
 - o Climate resilience and adaptation
 - o Technical or scientific air quality expertise
 - o Regulatory or policy experience related to air quality and environmental justice
 - o Experience engaging with the Air District or similar agencies

Demonstrate Community and Network Engagement

- Demonstrated ability to serve as a conduit for community perspectives by engaging with and listening to residents, advocates, and organizations.
- Access to and connections with diverse networks, including community-based organizations, technical experts, and policymakers.

Commitment to Collaborative Problem-Solving and Respectful Engagement

- Willingness to work across differences and collaborate in a diverse, multi-stakeholder setting.
- Open to engaging in constructive discussions on air quality policy, environmental justice, and equity solutions.
- Ability to work respectfully and civilly with Air District staff, Board members, and fellow CAC members.

Ability to Participate Meaningfully

- Capacity to attend and actively participate in scheduled meetings, working groups, and advisory processes.
- Commitment to staying informed on air quality, climate, and environmental justice issues relevant to the Council's work.

DISCUSSION

Member Selection Ad Hoc Committee

The Member Selection Ad Hoc Committee was created during the March 20, 2025, CAC meeting. The Ad Hoc Committee consisted of seven members, including Air District leadership, CAC Members not seeking reappointment, and one representative from the Board of Directors. The Ad Hoc Committee was tasked with selecting

candidates to recommend to the Committee for appointment to the CAC. The Ad Hoc Committee held their first meeting on April 15, 2025, where they reviewed the timeline and provided feedback on the CAC candidate criteria and outreach plan.

The Member Selection Ad Hoc Committee used the developed criteria and guidance to select thirteen candidates for the seats that will become vacant after November 2025. The Ad Hoc Committee scored 68 applications and met on September 17, 2025, and October 14, 2025, to select the new CAC membership slate recommendation.

Ultimately, the Member Selection Ad Hoc Committee scored 67 applications for this effort. The applicants were scored by the Member Selection Ad Hoc Committee using the approved criteria. Those selected were applicants that met the criteria and best represented the open CAC seats. Of the thirteen selected candidates, seven are current CAC Council Members who have served since the CAC's inception. The six other selected individuals are new to the Council and have shown great alignment with the criteria, bring a wealth of experience in environmental justice, have strong ties to their respective communities, and live and/or work in the counties where they are seeking appointment.

After reviewing applications, the Member Selection Ad Hoc Committee recommended the following individuals listed below for appointment to the CAC:

- Ms. Margaret Gordon, Alameda County seat for 2 years
- William Goodwin, Contra Costa County seat for 2 years
- Kevin G. Ruano Hernandez, Contra Costa County seat for 2 years
- Latasha Washington, Contra Costa County seat for 4 years
- Dominique Brooks, Contra Costa County seat for 4 years
- Arieann Harrison, San Francisco County seat for 2 years
- Adriana Fernandez Arriaga, San Mateo County seat for 2 years
- Violet Saena, Santa Clara County seat for 2 years
- Azjargal Tsogtsaikhan, Santa Clara County seat for 2 years
- Ken Szutu, Solano County seat for 4 years
- Jeff Sanchez, At-large seat for 4 years
- Saidy Dianyra Reyes Mazariegos, At-large seat for 2 years
- Daphney Saviotti-Orozco, Youth seat for 4 years

On November 13, 2025, after the Community Equity, Health, and Justice Committee meeting, Daphney Saviotti-Orozco withdrew their candidacy. The Member Selection Ad Hoc Committee had reviewed all eligible applicants for the youth seat, and the next highest scoring candidate for the youth seat is Harsheet Subedi, who brings an array of experience in policy, environmental justice, and advocacy. Therefore, using the scoring results from the Member Selection Ad Hoc Committee, staff are recommending Harsheet Subedi for the youth seat.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Lisa Flores
Reviewed by: Amy Smith and Diana Ruiz

ATTACHMENT(S):

1. Community Advisory Council Member Biographies

Community Advisory Council Member Biographies

Alameda

Ms. Margaret Gordon

Margaret Gordon is a lifetime community activist. As a young single mother, she worked her way off of welfare by attending commercial cooking school, after which she cooked for various institutions, including Children's Hospital and a UC Berkeley fraternity house. Ms. Gordon is a founding member of the West Oakland Environmental Indicators Project, having volunteered for the first three years of operation. She has work experience in mental health services, parent training in public schools, and community organizing.

Appointed by then-Oakland Mayor Ron Dellums to the Oakland Port Commission in 2007, she spent the next five years stridently promoting the interests of community health, workers' health, and fiscal responsibility in Port operations.

Ms. Gordon was the Community representative on the California Goods Movement Action Plan task force and is a 2010 National Purpose Prize winner.

Contra Costa

William Goodwin

William Goodwin is a Community Advocate, who understands the intersectionality between Environmental Justice, Health Equity, and Housing. His lived experience has propelled him to volunteer in Bay Area communities, helping to empower residents to advocate for services and resources that lift communities out of poverty. He believes that Community Input is imperative to creating a living environment that is representative and accountable to those who are most impacted by public policy; learning how systems work through civic engagement is what produces desired outcomes, and is essential in learning how underrepresented families can integrate into a free and thriving society.

As a member of the Air District Community Advisory Council, he brings a penchant for understanding the effects of Climate Change on our oceans, atmosphere, food supplies, and open spaces. He believes this is paramount as it relates to vulnerable populations.

He has partnered with a number of non-profit organizations throughout the Bay Area, to help accelerate the social and economic mobility of underserved families. He is a graduate of the Board and Commissions Leadership Institute (Urban Habitat) and serves as a Board Member with East Bay Housing Organizations (EBHO).

His advocacy work has allowed him to participate in several areas of interest; including the Pittsburg Unified School District (Ethnic Studies Advisory Committee), Family independence Initiative (Community Advisor- Social Capital), Hope Solutions- Resident Empowerment Program (Housing Justice), and the Center for Human Development (East County Community Leaders Network), to name a few.

As a single father, he understands the sacrifices families make, and is determined to help create safer and healthier communities; by adopting policies that result in outcomes for clean industry, clean air, less traffic, and the ability to utilize green public transportation (as public transportation is good for our environment and open spaces, and offers good paying jobs to the community).

He brings passion and determination to his work; always keeping in mind those whose voices are left out of the conversation.

Kevin G. Ruano Hernandez

Kevin G. Ruano Hernandez is the Air Analyst at PSE Healthy Energy. In this role, he is responsible for crafting and deploying air quality sensors and engaging with impacted communities potentially affected by nearby pollution sources. Kevin served as a member of the AB 617 Community Emissions Reductions Plan (CERP) steering committee for Richmond, North Richmond and San Pablo and occupies a Youth Seat on the Bay Area Air Quality Management District's Community Advisory Council.

Prior to joining PSE, Kevin was a Junior Environmental Engineer at Ramboll where he conducted air monitoring analysis, pollution control, air quality permitting, and geospatial analyses. He also contributed as a Research Assistant for UC Berkeley's School of Public Health, where he delved into indoor air pollution linked to gas stove usage. Kevin was also an Air Technician with Groundwork Richmond for the Air Rangers initiative, where he deployed and maintained budget-friendly air sensors in Richmond.

Latasha Washington

Latasha Washington is a public health specialist. As a Richmond, California, native, Latasha has experienced and understands the adversities residents face living in an underserved community. She obtained her undergraduate degree in Biological Sciences from CSU, Sacramento. Determined to be an advocate for her community and cities alike, Latasha decided to complete her master's degrees in Health Science and Public Health from Touro University California in Vallejo, CA. While completing her master's degrees, Latasha has been actively working in the community, educating individuals about the complications of diabetes, developing a comprehensive evaluation plan for HIV programs,

such as the Ryan White program, and accessing and implementing lifestyle alternatives for Kaiser patients who wish to change their eating habits.

Latasha is currently the coordinator of a coalition that is working in the underserved community to address the opioid crisis by managing the operation and administrative tasks, working with other community programs to effectively spread awareness of the opioid crisis in the underserved communities, and assisting with special projects focused on harm reduction. Latasha's passion for working with the Bay Area Air Quality Management District as a community council member is to decrease the number of incidents of children born with asthma and to help raise public awareness of all the social determinants of health, while bridging the gap of health disparities to improve the quality of life of those living in Contra Costa County and neighboring cities alike.

Dominique Brooks

Dominique Brooks founded Healing Impacted Communities, a grassroots environmental justice organization rooted in Bayo Vista Public Housing in Rodeo, CA. Her work has included collaborating with agencies such as BAAQMD, BCDC, CARB, Coastal Quest, and local CBOs to address air quality, water contamination, toxic soil, and shoreline vulnerabilities.

* This biography is not yet complete. Additional information will be added once available

San Francisco

Arieann Harrison

Arieann Harrison is the Founder and CEO of The Marie Harrison Community Foundation, Inc, for social and environmental justice in San Francisco's District 10, Bay View/Hunters Point area, which is the second largest Superfund in the U.S.

Arieann is a resident, community leader, and advocate for social and environmental justice for long-term residents who have suffered from high rates of cancer and respiratory illness caused by over 300 documented toxic sites located in the Bay View, like the PG&E, Recology (waste management), and San Francisco's sewage treatment plant, and the retired U.S. Navy's shipyard (home of the atomic bomb-, where residents worked cleaning ships full of toxic and radioactive contamination left to seep into the soil and contaminate the air during clean-up for new housing.).

Arieann is working to educate and mobilize residents with solution-based tools to not only improve generational health problems brought on by long-term systemic social, economic,

and environmental injustice, but also to find and use scientific and engineering long-term solutions to combat climate change, with transparent accountability to the community.

"You can't have environmental justice without social and economic equity."

#CanWeLlve Coalition

Arieann focuses on the science of the impact of historical genocide on residents in disenfranchised communities in the Bay View by systemic racial and economic injustice, as well as the move toward displacement of community residents still fighting to be heard by gentrification.

Experience

Executive Director, Marie Harrison Community Foundation Inc, founded Oct. 2020, San Francisco, CA - Working with community partners and government agencies in delivering services to program participants. Oversaw and managed all aspects of organizational operations, serving as chief agency spokesperson, directing media interactions and public relations. Created smooth-functioning environment to ensure efficiency of operations. Speaker on behalf of the Marie Harrison Community Foundation Inc with city agencies, community partners, and general public to handle social-economic, and environmental justice needs. Marie Harrison Community Foundation Academic Scholarship. Community Pollution Patrol Network- Pro-active response to community environmental impact from CalEPA, and the Hunters Point Community Biomonitoring Organization. Solutions for Women (Co-Founder). Independent Contractor, San Francisco Bay Area Air District, since Jan 2020, community outreach and engagement for environmental justice. Hope House for Veterans. United Council of Human Services, since 2006 - Advertising and community input liaison. HARTS Program - Homeless Student Union Advisory Group, CCSF. VISPADAT - Homeless veterans initiative to protect the health of the Bay View/ Hunter's Point.

Community Advocacy and Engagement

Cultural Competency, Alcohol and Drug Studies, Post Prison, Walk Against Rape, Veterans Lions Club, Bikes for Veterans, Diversity Training, Sexual Harassment and Discrimination, Equal Work for Equal Pay, Environmental Justice, San Francisco AIDS Foundation (LGBTQ), Positive Directions, San Francisco Downtown Clinic, Green Action For Environmental Justice, Bay Area Air Quality Management, San Francisco Bay Area Community Clean Up Project, Sisters for Heart Health, Covid Community Response and Outreach Team.

San Mateo

Adriana Fernandez Arriaga

Adriana is a first generation Latina born in Michoacan, Mexico raised in San Mateo where she has spent her college days and career advocating for environmental justice through authentic community engagement, unlocking the leadership potential of communities of color and organizing hikes for youth and their families. Her passion for environmental justice stemmed from living in a mixed immigration status household. As the Public Policy Manager, Adriana is excited to mentor rising leaders in the community, advocate with and work on policies that will help our underserved communities receive the resources they need to excel and thrive.

In her spare time, Adriana volunteers with Dreamers Roadmap Supplies for Farmworkers Campaign. As a new mom, Adriana is enjoying all the snuggles as well as sharing her love for the outdoors with her baby, husband and dog, Azul. She is currently a San Francisco Foundation Koshland Civic Unity Community Fellow for North Central San Mateo and is a proud alumni of the Chicana Latina Foundation, Justice Outside Outdoor Educators Institute, Green Foothill's Community Advocates Leadership Academy and the Hispanic Foundation of Silicon Valley Latino Board Leadership Academy. Adriana graduated with an A.S. from Cañada College and a B.S. in Environmental Science and Management from University of California, Davis.

Santa Clara

Violet Saena

Violet Wulf-Saena has served as an international climate change expert for over 10 years and has worked with various groups in the least Developed Countries and the Small Island States to protect communities from the impacts of climate change. Violet's dedication to elevating community leadership and response to environmental justice is rooted in her lived experiences in the South Pacific. She now works in the Bay Area in partnership with the government sector, research institutions, and community-based organizations, building community capacity to respond to climate change and sea-level rise.

While completing her master's degree at Duke University, Violet began working with Acterra, building collaboration and partnerships with communities to raise awareness about the importance of a collaborative approach to adaptation and mainstreaming community leads solutions. In 2020, she founded and led Climate Resilient Communities,

an organization that supports under-resourced communities of color at the frontline of climate change and sea-level rise. She lives in Sunnyvale with her husband and two kids.

Azjargal Tsogtsaikhan

Azjargal (Aza) Tsogtsaikhan is a San Jose–based environmental advocate and the Co-Founder and Chairwoman of Breathe Mongolia – Clean Air Coalition, a grassroots nonprofit working at the intersection of clean air, climate, and health to advance environmental justice.

While dedicating herself to the nonprofit sector, Aza spent nine years at IBM as a Worldwide Financial Analyst and Capital Expenditure Coordinator. She now serves as an Analyst II at the City of San Jose’s Environmental Services Department, bringing over fifteen years of business and financial experience from the tech industry alongside eight years of clean air and human rights activism.

Aza is an OpenAQ Community Ambassador, Climate Reality Leader, and Climate Base Fellow. Her commitment to community service has earned her two U.S. Presidential Volunteer Service Awards and IBM’s Gold Volunteer Badge.

She holds an MBA from the Marriott School of Management at Brigham Young University and a Bachelor of Business from the University of Technology Sydney.

In addition to her work with Breathe Mongolia, Aza co-founded the U.S. branch of Lantuun Dohio, a children’s rights and anti–human trafficking nonprofit, and Mongol Identity, a nonprofit that promotes Mongol culture and combats racism. She also serves on the boards of Green Dot Climate and Ten Billion Strong, nonprofits focused on climate change and sustainability in Mongolia and the U.S.

Aza is the co-author of Clean Air Adventures, a children’s book inspiring young readers to take action to protect their health from pollution.

Solano

Ken Szutu

Mr. Ken Szutu is the founder and director of Citizen Air Monitoring Network in Vallejo. He organized residents to set up the initial Vallejo citizen air monitoring network before AB 617 was enacted into the law and before agencies paid much attention to community-level air quality/pollution.

Mr. Szutu worked with other Vallejo community members for more than five years in defeating a proposal to build a cement plant within the city boundary. Mr. Szutu has also served on the "PM Design Team" and "Refinery Rules Technical Working Group" within the Bay Area Air Quality Management District.

Mr. Szutu has a Master's Degree in Electrical Engineering from the State University of New York in Buffalo, where he specialized in computer engineering. Mr. Szutu currently is the vice president of St. Vincent's Hill Neighborhood Coalition and serves on the steering committee for CEJC - California Environmental Justice Coalition.

At-large

Jeff Sanchez

Jeff Sanchez is the Deputy Director of Sequoia Foundation, a Bay Area-based public health nonprofit that partners with local and state agencies, community organizations, and academic institutions to advance environmental health and environmental justice. Jeff has over two decades of experience leading programs focused on air quality, indoor environmental health, lead poisoning prevention, and youth workforce development.

Jeff currently leads Air Aware Oakland, an initiative developed in partnership with the Oakland Unified School District and Oakland community-based organizations to train high school students and young adults in air monitoring, data interpretation, and public communication. As part of this initiative, Jeff led the deployment of outdoor air quality monitors across the majority of the 75 OUSD K-12 schools to generate hyperlocal data for education and advocacy. He also serves as Co-Investigator and Project Manager on a HUD-funded randomized controlled study supporting low-income housing residents in reducing indoor air pollution exposures. Jeff manages several statewide public health initiatives in collaboration with the California Department of Public Health, the California Air Resources Board, and the Centers for Disease Control and Prevention.

Jeff leads Sequoia Foundation in prioritizing community capacity building, supporting students and residents in understanding air quality data, and ensuring public health interventions reflect local priorities and cultural context. He mentors public health students and collaborates with faculty at Cal State East Bay, and provides individualized support to community organizations on program development, evaluation, and grant support.

Jeff holds a Project Management Professional (PMP) certification and is currently pursuing a Master of Public Administration at Cal State East Bay.

Saidy Dianyra Reyes Mazariegos

Saidy Reyes (she/her/ella) is a passionate student who cares about environmental justice, climate resilience, food security, and affordable housing. She hopes to bring these perspectives and experiences to the Air District Community Advisory Council. Saidy is currently working toward her bachelor's in Urban Studies and completing a capstone on asthma rates in West Oakland residents and the effects of air quality.

Most recently, she served as an intern for Canal Alliance, a nonprofit organization that supports the Canal community with tenant rights policies and addresses sea level rise issues in the City of San Rafael. She also participated in a seven-month college mentorship at the Metropolitan Transportation Commission (MTC), where she supported Bay Area housing programs that affirmatively further fair housing and advance the region's Transit-Oriented Communities Policy.

Currently, Saidy is a YouthWorks intern for the City of Berkeley, helping evaluate programming and improve professional development opportunities for youth. Her passion lies in representation, inclusion, and creating positive change in her community."

Youth

Harsheet Subedi

Harsheet Subedi grew up in the Bay Area after moving from Nepal and is a first-generation college student. He is currently in his first year at Berkeley City College with plans to transfer to a four-year university. Harsheet serves as an Infrastructure Intern in the Office of Berkeley Mayor Adena Ishii, where he supports policy research on city infrastructure and community needs. His regional experience also includes environmental justice work with the Asian Pacific Environmental Network and assisting with science and policy related projects at Lawrence Berkeley National Laboratory. Through these roles, Harsheet has developed a strong commitment to advancing equitable and community-driven environmental and public health outcomes throughout the Bay Area.

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: December 3, 2025

Re: Appointment of Advisory Council Members

RECOMMENDED ACTION

Appoint Stephanie Holm, Philip Martien, Garima Raheja, Ann Marie Carlton, Michael Schmeltz, Melanie Colburn, and Daniel Baldassare to the Advisory Council for a two-year term beginning January 1, 2026.

BACKGROUND

Pursuant to Sections 40261 and 40262 of the California Health & Safety Code, the Board of Directors is required to appoint and maintain an Advisory Council consisting of seven appointed members skilled and experienced in the fields of air pollution, climate change, or the health impacts of air pollution. The Board is required to select members to include a diversity of perspectives, expertise and backgrounds. The Advisory Council advises and consults with the Board of Directors and the Executive Officer/APCO on implementation of the Air District's regulatory authority. Advisory Council members serve a term of two years and may be reappointed to a maximum of twelve consecutive years.

DISCUSSION

The terms of the current Advisory Council members expire in December 2025. Air District staff initiated a recruitment to fill these positions. The Advisory Council recruitment was posted to the Air District website from April to May 2025 and was outreached to social media and various job boards. Air District staff gave particular attention to attract a diverse candidate pool. After opening the recruitment for approximately six weeks, the Air District received a total of eighteen applications.

Candidates were screened by a panel of Air District staff that share subject matter expertise and have worked closely with the Advisory Council in the past. The screening identified the top nine candidates, who are listed below. The nine candidates include five current members of the Advisory Council who are seeking reappointment, along with four new candidates. All nine candidates are highly qualified with expertise in the

health impacts of air pollution, policy, and environmental justice.

At the Finance and Administration Committee meeting on November 19, 2025, Air District staff recommended that the Committee pass along the five incumbents to the Board of Directors with a recommendation for reappointment, without the need for interviews. Reappointing these five incumbents will ensure continuity in the work underway to develop recommendations to the Board on how the Air District can further consider the cumulative impacts of environmental and other stressors in our permitting program. For the remaining two Advisory Council positions, the Committee conducted interviews of the four new candidates to decide on a recommendation to fill these spots.

Candidate	Status
Stephanie Holm	Incumbent
Philip Martien	Incumbent
Garima Raheja	Incumbent
Ann Marie Carlton	Incumbent
Michael Schmeltz	Incumbent
Daniel Baldassare	New Candidate
Melanie Colburn	New Candidate
Angelica Coleman	New Candidate
Lynna Lan Tien Nguyen Do	New Candidate

Interviews were approximately 10 minutes. The Committee interviewed the four new candidates and discussed appointments. The Committee recommended Daniel Baldassare and Melanie Colburn for appointment to the Advisory Council.

The application materials presented to the Finance and Administration Committee, including a one-page biography that has been developed in collaboration with each candidate, are provided for your review.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Judy Yu
Reviewed by: Gregory Nudd

ATTACHMENT(S):

1. Advisory Council Interview Packet



ADVISORY COUNCIL INTERVIEWS

FINANCE AND ADMINISTRATION COMMITTEE

November 19, 2025

ADVISORY COUNCIL INTERVIEWS TABLE OF CONTENTS

November 19, 2025

- Advisory Council Vacancy Announcement
- Advisory Council Member Roster/Attendance Sheet
- Applicants' Application Materials:

CANDIDATE	IN-PERSON / VIRTUAL
Daniel Baldassare	Virtual
Melanie Colburn	In-Person
Angelica Coleman	In-Person
Lynna Lan Tien Nguyen Do	In-Person



Advisory Council

SALARY	\$0.00 Hourly	LOCATION	San Francisco, CA
JOB TYPE	Volunteer/Stipend	JOB NUMBER	JY 2025-04
DEPARTMENT	Board of Director's Councils or Boards	DIVISION	Advisory Council
OPENING DATE	04/21/2025	CLOSING DATE	5/30/2025 5:00 PM Pacific

Description



The Bay Area Air District (Air District) is a regional government agency, committed to achieving clean air to protect the public's health and the environment. The Air District accomplishes this goal through regulation of industrial facilities and various outreach and incentive programs designed to encourage clean air choices.

The Air District's jurisdiction encompasses all of seven counties - Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara and Napa, and portions of two others - southwestern Solano and southern Sonoma.

The Air District is currently accepting applications for seven (7) members of the Advisory Council. This is a voluntary position.

ABOUT THE ADVISORY COUNCIL

The purpose of the Air District's Advisory Council is to advise and consult with the Board of Directors and the Executive Officer/Air Pollution Control Officer (APCO) on issues related to air pollution emissions control and the environment. This may include studying and making recommendations on specific matters referred to the Advisory Council from the Air District's Board of Directors, or from the Executive Officer/APCO, including technical, social, economic and/or environmental aspects of matters being addressed by the Air District. It is anticipated that upcoming work will continue a focus on assessing and addressing cumulative impacts related to air pollution in overburdened communities, thereby advancing the mission, vision, and strategies described in the Air District's 2024–2029 Strategic Plan. The Advisory Council may also identify further areas of interest for exploration.

Examples of Duties for this Position

These are volunteer positions. There is no salary. Members of the Advisory Council shall be entitled to two hundred dollars (\$200) per meeting for attending meetings of the Advisory Council and other authorized meetings. In addition, members of the Advisory Council shall be entitled to reimbursement for actual and necessary expenses incurred by

them in attending meetings of the Advisory Council and Advisory Council committees of which they are a member.

Advisory Council members serve a term of two years and may be reappointed to a maximum of twelve consecutive years. Meetings of the Advisory Council are held at least four (4) times per year. The Advisory Council meets at the Air District's office at 375 Beale Street in San Francisco.

Minimum Qualifications

The Advisory Council consists of seven members who shall be skilled and experienced in the fields of air pollution, climate change, or the health impacts of air pollution. Members shall be selected to include a diversity of perspectives, expertise, and backgrounds.

How to Apply & Selection Criteria

Interested individuals must submit the following materials by **5:00 pm on Friday, May 30, 2025:**

- 1. A completed application;
- 2. A chronological resume;
- 3. Responses to the supplemental questions

Applications are accepted online. Please visit our website at www.baaqmd.gov/jobs to apply.

Supplemental Questions Instructions

Individuals who apply for this position must respond to each of the required supplemental questions. Applications must be received no later than the time and date specified in this announcement. Please limit your responses to no more than 500 words per question.

Employer

Bay Area Air District

Address

375 Beale Street Suite 600

San Francisco, California, 94105

Phone

415-749-4980

Website

<http://www.baaqmd.gov>

Advisory Council Supplemental Questionnaire

*QUESTION 1

Please share with us your experience or expertise in communicating, studying, identifying, or working to remedy the cumulative impacts of air pollution and other chronic stressors in overburdened communities. In your response, please

include any examples of how you have supported the integration of such work into the development or implementation of regulatory programs, policies, or decision-making.

***QUESTION 2**

Please describe your experience working with community members, environmental regulators, or local government agencies to incorporate community insights into the evaluation of cumulative environmental impacts and their causes.

***QUESTION 3**

Please explain any innovative strategies, tools, or methodologies you have worked with, or would propose, to assess or mitigate cumulative impacts in communities overburdened by air pollution.

***QUESTION 4**

Due to the changing meeting requirements for bodies subject to the Brown Act, Advisory Council members will likely be required to meet in-person in the San Francisco Bay Area, most likely at the Air District's headquarters, located at 375 Beale Street in San Francisco, or other Air District offices within the jurisdiction of the Air District. Would you be available to attend 4-6 meetings in person per year?

* Required Question

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT
ADVISORY COUNCIL ROSTER**

As of November 2025

Name	Appointed Term(s)	County of Residence
Dr. Gina Solomon, <i>Chair</i>	June 2018 – June 2020	San Francisco (CA)
	July 2021 – July 2023	
	December 2023 – December 2025	
Dr. Phil Martien, <i>Vice Chair</i>	December 2023 – December 2025	Sonoma (CA)
Prof. Michael Klienman	October 2015 – October 2017	Orange (CA)
	June 2018 – June 2020	
	July 2021 – July 2023	
	December 2023 – December 2025	
Dr. Garima Raheja	July 2021 – July 2023	Alameda (CA)
	December 2023 – December 2025	
Prof. Ann Marie Carlton	December 2023 – December 2025	Orange (CA)
Dr. Stephanie Holm	December 2023 – December 2025	Vancouver (CAN)
Dr. Michael Schmeltz	December 2023 – December 2025	Alameda (CA)

Advisory Council Member Attendance

X indicates "ATTENDANCE"

Red indicates "ABSENT"

Grey indicates "NO LONGER ON COUNCIL"

Yellow indicates "BOARD LIAISON"

	Cullenward	Hollis	Kleinman	Phartiyal	Raheja	Rudolph	Solomon	Haubert	
2/14/2022	X	X	X	X	X	X	X	X	COVID 19
4/11/2022		X	X	X	X	X	X	X	COVID 19
7/11/2022	X	X	X		X	X	X	X	COVID 19
9/12/2022	X	X		X	X	X	X	X	COVID 19
	Cullenward	Hollis	Kleinman	Phartiyal	Raheja	Rudolph	Solomon	Haubert	
1/30/2023	X	X	X		X	X	X	X	COVID 19
6/12/2023			X				X		in person
9/11/2023			X			X	X		in person
never had 4th mtg!									in person
	Carlton	Holm	Kleinman	Martien	Raheja	Schmletz	Solomon	Hurt	
3/1/2024	X	X	X	X	X	X	X		in person
7/29/2024		X	X	X	X	X	X	X	in person
9/29/2024	X	X	X	X			X		in person
10/30/2024	X	X	X	X	X	X	X	X	in person
	Carlton	Holm	Kleinman	Martien	Raheja	Schmletz	Solomon	Hopkins	
10/6/25 1 of 2	X	X	X	X	X	X	X		in person
10/6/25 2 of 2	X	X	X	X	X	X	X		in person

DANIEL BALDASSARE

RECENT EXPERIENCE

RESEARCH SCIENTIST

WOODWELL CLIMATE RESEARCH CENTER

2024 - PRESENT

- Lead applied climate risk research using Python, machine learning, and high-performance computing
- Develop wildfire smoke projections for the 21st century and assessed impacts on health and solar power
- Deliver bespoke analyses on climate effects on health, economic development, and infrastructure
- Support corporate clients overseeing \$1T+ in assets with strategic climate risk planning and investment
- Perform localized risk modeling to help agricultural stakeholders increase resilience to climate change

CLIMATE SCIENTIST

BALDASSARE CLIMATE CONSULTING

2023 - 2024

- Produce localized climate projections aligned with resilience and regulatory standards
- Author NEPA Climate Reports synthesizing cutting-edge climate science
- Model GHG emissions and carbon storage for restoration and conservation projects
- Write strategic adaptation guidance for NGOs and federal land managers

DOCTORATE RESEARCH ASSISTANT

UNIVERSITY OF UTAH

2022- 2024

- Develop novel climate forecasting techniques using economics and ML
- Process terabytes of CMIP6 data using Python, Linux, and cloud computing
- Lead components of NSF-funded climate adaptation and decision-making research

EDUCATION

UNIVERSITY OF UTAH

Doctorate

UNIVERSITY OF NEVADA, RENO

Masters

UNIVERSITY OF CALIFORNIA, DAVIS

Bachelors

EMPLOYMENT APPLICATION



BAY AREA AIR DISTRICT
375 Beale Street Suite 600
San Francisco, California 94105
415-749-4980
<http://www.baaqmd.gov>

Baldassare, Daniel
JY 2025-04 ADVISORY COUNCIL

Received: 5/30/25 11:34 AM
For Official Use Only:
QUAL: _____
DNQ: _____
☐ Experience
☐ Training
☐ Other: _____

PERSONAL INFORMATION

POSITION TITLE: ADVISORY COUNCIL	EXAM ID#: JY 2025-04
NAME: (Last, First, Middle) Baldassare, Daniel	SOCIAL SECURITY NUMBER: N/A
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]	EMAIL ADDRESS: [REDACTED]
NOTIFICATION PREFERENCE: Email	
LEGAL RIGHT TO WORK IN THE UNITED STATES? ☒ Yes ☐ No	
What is your highest level of education? Doctorate	

PREFERENCES

Nothing Entered For This Section

EDUCATION

DATES: From: 1/2022 To: 5/2024	SCHOOL NAME: University of Utah	
LOCATION: (City, State/Province) Salt Lake City, Utah	DID YOU GRADUATE? ☒ Yes ☐ No	DEGREE RECEIVED: Doctorate
DATES:	SCHOOL NAME: University of Nevada, Reno	
LOCATION: (City, State/Province) Reno, Nevada	DEGREE RECEIVED: Master's	
MAJOR: Master of Science		
DATES:	SCHOOL NAME: University of California, Davis	
LOCATION: (City, State/Province) Davis, California	DID YOU GRADUATE? ☒ Yes ☐ No	DEGREE RECEIVED: Bachelor's
MAJOR: Bachelor of Science		

WORK EXPERIENCE

DATES: From: 10/2024 To: Present	EMPLOYER: Woodwell Climate Research Center	POSITION TITLE: Research Scientist
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No		
HOURS PER WEEK: 40		
DUTIES: * Lead applied climate risk research using Python, machine learning, and high-performance computing. * Developed wildfire smoke projections for the 21st century and assessed impacts on health and solar power. * Delivered bespoke analyses on climate effects on health, economic development, and infrastructure. * Supported corporate clients overseeing \$1T+ in assets with strategic climate risk planning and investment. * Performed localized risk modeling to help agricultural stakeholders increase resilience to climate change.		
DATES: From: 9/2023 To: 10/2024	EMPLOYER: Baldassare Climate Consulting	POSITION TITLE: Climate Scientist
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No		
HOURS PER WEEK: 40		

DUTIES:

- * Produced localized climate projections aligned with resilience and regulatory standards.
 - * Authored NEPA Climate Reports synthesizing cutting-edge climate science.
 - * Modeled GHG emissions and carbon storage for restoration and conservation projects.
 - * Wrote strategic adaptation guidance for NGOs and federal land managers.
- Climate Dynamics
University of Utah Jan 2022 - May 2024
- * Developed novel climate forecasting techniques using economics and ML.
 - * Processed terabytes of CMIP6 data using Python, Linux, and cloud computing.
 - * Led components of NSF-funded climate adaptation and decision-making research.

DATES: From: 1/2021 To: 12/2021	EMPLOYER: University of Utah	POSITION TITLE: Doctoral Research Assistant - Mechanical Engineering
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No		
HOURS PER WEEK: 40		
DUTIES: * Created AI-driven models to estimate wind and energy flux via drone thermal imagery.		

CERTIFICATES AND LICENSES

Nothing Entered For This Section

Skills

Nothing Entered For This Section

ADDITIONAL INFORMATION

Nothing Entered For This Section

REFERENCES

REFERENCE TYPE: Professional	NAME: Christopher Schwalm	POSITION: Dr.
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]
REFERENCE TYPE: Professional	NAME: Zach Zobel	POSITION: Dr.
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]
REFERENCE TYPE: Professional	NAME: Ian Faloona	POSITION: Dr.
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]

Agency-Wide Questions

1. How did you find out about this position?
District Employee
2. If other, please tell us where.
3. Are you currently legally authorized to work in the United States on a full-time basis?
Yes
4. Are you related to any District employee or Board member?
No
5. Do you now, or will you in the future, require sponsorship for employment visa status (e.g., H-1B visa status)?
No
6. If related to a District employee or Board member, what is their name and their relationship to you?
N/A
7. Are you a current or former employee of the Air District?
No

Job Specific Supplemental Questions

1. Please share with us your experience or expertise in communicating, studying, identifying, or working to remedy the cumulative impacts of air pollution and other chronic stressors in overburdened communities. In your response, please include any examples of how you have supported the integration of such work into the development or implementation of regulatory programs, policies, or decision-making.

As a climate scientist at Woodwell Climate Research Center, I focus on a range of climate hazards including wildfire smoke's impact on vulnerable communities. My combination of applied research and targeted consulting work helps communities, companies, and individuals understand and adapt to chronic stressors including air pollution and climate change induced risks. In my PhD work, I published multiple papers on changes to key climate phenomena and the associated impacts on communities, aiming to produce detailed estimates of climate change's impacts on communities as well as opportunities for resilience. My current work examines how air pollution, particularly from wildfires, compounds health risks in under-resourced areas. For example, I've analyzed smoke exposure data to quantify health effects, revealing disproportionate burdens in areas of the United States. This involved collaborating with California restoration projects, where I contributed to climate reports addressing air quality concerns. My background in climate economics, public health, and community engagement have allowed me to build a broad knowledge of issues in air pollution and inequitable hazards. In my consulting work, I assisted the U.S. Forest Service in analyzing the greenhouse gas impacts of a proposed forest management plan. In this work I both calculated greenhouse gas emissions to the ton, and provided holistic analyses of the impacts of the proposal on communities and ecosystems. I'm passionate about supporting BAAQMD's mission to protect public health through targeted air quality strategies that prioritize overburdened communities.
2. Please describe your experience working with community members, environmental regulators, or local government agencies to incorporate community insights into the evaluation of cumulative environmental impacts and their causes.

I have always strived to be an applied climate scientist, bringing my knowledge and expertise to solve real world problems. Because of this, I have spent a sizable portion of my time working with elected officials, municipal managers, government agencies, and citizens' groups to translate scientific findings into actions. I have found through my work, that science is conducted best when informed by members of the public, and have strived to gain insights into the problems people are facing before designing experiments. I believe there is a general issue in the sciences of conducting research which does not match the needs of the public, which can be fixed by a thorough consultation before commencing a project. As such, I am excited for the opportunity to work with members of the public to answer important questions in air pollution and climate change. One example of working with government agencies and regulators was my consulting work on the North Fork Project in California. I worked with the Forest Service, adapting their protocol and methods to conduct an analysis that was holistic, met the federal and state guidelines, and used the best available science. I enjoy the creative process of following the guidelines while adapting where possible to inject new science and ideas to create the best outcomes. I understand the challenges as well as the opportunities of working with agencies, and am excited for the opportunity to continue to work to shape policy in air pollution.
3. Please explain any innovative strategies, tools, or methodologies you have worked with, or would propose, to assess or mitigate cumulative impacts in communities overburdened by air pollution.

At Woodwell Climate Research Center, I have been a part of many innovative adaptation strategies. All of these strategies follow the same plan, starting with consultation of affected parties, and continuing to develop our adaptation plans alongside communities. While this can be challenging for underresourced communities, such as those in Mississippi, Ethiopia, and marginalized communities across the Northeast, the outcomes are far better when affected communities are involved. One exciting project I worked on at Woodwell involved heat exposure to unhoused communities in Las Vegas, where I assisted in modeling the heat exposure in the particular areas where these communities live: sidewalks, underpasses, and tunnels. By working alongside community advocates and conducting bespoke modeling, we were able to understand when and where these communities are at risk, and work to develop policy and action plans which are targeted to these communities. While this project focused on heat, a similar approach could be applied to air pollution by modeling the pollution in these communities and working to develop plans to both mitigate and adapt to these threats. Indeed, in my current project working in New York I am applying a similar technique with air pollution from wildfires to understand the threats faced by migrant farmworkers, as well as the geographic variation in these risks.
4. Due to the changing meeting requirements for bodies subject to the Brown Act, Advisory Council members will likely be required to meet in-person in the San Francisco Bay Area, most likely at the Air District's headquarters, located at 375 Beale Street in San Francisco, or other Air District offices within the jurisdiction of the Air District. Would you be available to attend 4-6 meetings in person per year?

Yes, absolutely!

The following terms were accepted by the applicant upon submitting the online application:

By clicking on the 'Accept' button, I hereby certify that every statement I have made in this application is true and complete to the best of my knowledge. I understand that any false or incomplete answer may be grounds for not employing me or for dismissing me after I begin work. I understand that I will have to produce documentation verifying identity and employment eligibility in the U.S. I understand that I may be required to verify any and all information given on this application. I understand that this completed application is the property of the Air District and will not be returned. I understand that the Air District may contact prior employers and other references. I understand that I must notify the Human Resources Office at (415) 749-4980 of any changes in my name, address, or phone number.

This application was submitted by Daniel Baldassare on 5/30/25 11:34 AM

MELANIE COLBURN

RECENT EXPERIENCE

CITY OF OAKLAND, SUSTAINABILITY & RESILIENCE DIVISION **SENIOR LEAD, NEIGHBORHOOD DECARBONIZATION STRATEGY**

2025 - PRESENT

- Develop community-scale decarbonization frameworks to reduce emissions, improve air quality, and enhance community resilience under Oakland's Equitable Climate Action Plan (ECAP)
- Collaborating with regional partners including PG&E, Ava Community Energy, and UC Berkeley's CIEE to advance equitable decarbonization

U.S. GREEN BUILDING COUNCIL **DIRECTOR, INNOVATION & RESEARCH**

2023 - 2025

- Advance sustainability through targeted research and development efforts, including the creation and implementation of national research agendas
- Conduct in-depth analyses, producing thought leadership content on topics such as urban resilience and decarbonization, and shaping the organization's broader sustainability strategies

DIRECTOR, U.S. MARKET TRANSFORMATION & DEVELOPMENT

2019 - 2023

- Oversee cross-functional project teams responsible for promoting the adoption of green building practices and USGBC offerings (such as LEED) across the multi-million-dollar Pacific region
- Execute strategic plans for market transformation, engaging with stakeholders to expand green building initiatives, and managing resources and budgets
- Collaborate with internal USGBC teams and external partners, advocate for supportive policies, and foster community involvement through events and outreach

PROJECT MANAGER, U.S. MARKET TRANSFORMATION & DEVELOPMENT

2015- 2019

- Lead specialized projects that optimized team function, tracked KPIs and budgets, and drove initiatives to foster team cohesion supporting the organization's green building mission
- Coordinated stakeholder engagement and operational strategy for high-impact sustainability initiatives across the Pacific region.

MELANIE COLBOURN CONSULTING **SUSTAINABILITY CONSULTANT**

2001 - 2015

- Provide strategic communications and climate risk analysis for corporate and nonprofit clients
- Conduct in-depth research on sustainability governance and industry trends and translate findings into actionable insights to guide organizational decision-making and future initiatives

CERTIFICATIONS

LEED Green Associate

Carbon Badge, Energy Efficiency Badge

Circular Economy

PUBLICATIONS

Co-author and project lead for the USGBC's "State of Decarbonization: Progress in U.S. Commercial Buildings 2023" report presented at COP28

EDUCATION

CLEAN ENERGY LEADERSHIP INSTITUTE

2025 National Fellow

SAN FRANCISCO STATE UNIVERSITY

Masters – Business

UNIVERSITY OF CALIFORNIA, BERKELEY

Bachelors – History & Political Economics

EMPLOYMENT APPLICATION



BAY AREA AIR DISTRICT
375 Beale Street Suite 600
San Francisco, California 94105
415-749-4980
<http://www.baaqmd.gov>

Colburn, Melanie
JY 2025-04 ADVISORY COUNCIL

Received: 5/16/25 6:29 PM
For Official Use Only:
QUAL: _____
DNQ: _____
☐ Experience
☐ Training
☐ Other: _____

PERSONAL INFORMATION

POSITION TITLE: ADVISORY COUNCIL	EXAM ID#: JY 2025-04
NAME: (Last, First, Middle) Colburn, Melanie	SOCIAL SECURITY NUMBER: N/A
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]	EMAIL ADDRESS: [REDACTED]
HOME PHONE: [REDACTED]	NOTIFICATION PREFERENCE: Email
LEGAL RIGHT TO WORK IN THE UNITED STATES? ☒ Yes ☐ No	
What is your highest level of education? Master's Degree	

PREFERENCES

MINIMUM COMPENSATION: \$100.00 per hour; \$100,000.00 per year	ARE YOU WILLING TO RELOCATE? ☐ Yes ☒ No ☐ Maybe
WHAT TYPE OF JOB ARE YOU LOOKING FOR? Regular	
TYPES OF WORK YOU WILL ACCEPT: Full Time	
SHIFTS YOU WILL ACCEPT: Day	

EDUCATION

DATES: From: 8/2010 To: 12/2012	SCHOOL NAME: San Francisco State University	
LOCATION: (City, State/Province) San Francisco, California	DID YOU GRADUATE? ☒ Yes ☐ No	DEGREE RECEIVED: Master's
MAJOR: Business - Emphasis in Sustainable Business		UNITS COMPLETED: 53 - Semester
DATES: From: 8/1999 To: 5/2003	SCHOOL NAME: University of California at Berkeley	
LOCATION: (City, State/Province) Berkeley, California	DID YOU GRADUATE? ☒ Yes ☐ No	DEGREE RECEIVED: Bachelor's
MAJOR: Double Major in History & Political Economics		UNITS COMPLETED: 188.50 - Semester

WORK EXPERIENCE

DATES: From: 10/2023 To: Present	EMPLOYER: U.S. Green Building Council	POSITION TITLE: Director, Innovation & Research
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		COMPANY URL: https://www.usgbc.org/
PHONE NUMBER: [REDACTED]	SUPERVISOR: Sarah Zaleski - Chief Products Officer	MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 0	
DUTIES: This Director of Innovation & Research role at the U.S. Green Building Council (USGBC) centered on advancing sustainability through targeted research and development efforts, including the creation and implementation of research agendas. Responsibilities involved conducting in-depth analyses, producing thought leadership content on topics such as urban resilience and decarbonization, and shaping the organization's broader sustainability strategies.		
REASON FOR LEAVING: I am seeking a new role with greater opportunities for professional growth and impact on climate.		
DATES: From: 8/2019 To: 10/2023	EMPLOYER: U.S. Green Building Council	POSITION TITLE: Director, U.S. Market Transformation & Development
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		COMPANY URL: https://www.usgbc.org/

PHONE NUMBER: [REDACTED]	SUPERVISOR: Kimberly Lewis Inkumsah - Senior Vice President, Market Transformation & Development, North America	MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 1	
DUTIES: This position oversaw cross-functional project teams responsible for promoting the adoption of green building practices and USGBC offerings (such as LEED) across the United States. Responsibilities included shaping and executing strategic plans for market transformation, engaging with stakeholders to expand green building initiatives, and managing resources and budgets for the department. The Director collaborated with internal USGBC teams and external partners, advocated for supportive policies, and fostered community involvement through events and outreach. Additional duties involved tracking team performance, providing mentorship and guidance, staying current on industry developments, and representing USGBC at relevant conferences and forums.		
REASON FOR LEAVING: Promoted to Director of Innovation & Research (a new department).		
DATES: From: 11/2015 To: 8/2019	EMPLOYER: U.S. Green Building Council	POSITION TITLE: Project Manager, U.S. Market Transformation & Development
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		COMPANY URL: https://www.usgbc.org/
PHONE NUMBER: [REDACTED]	SUPERVISOR: Brenden McEaney - Pacific Region Director	MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 0	
DUTIES: This Project Manager role within USGBC's U.S. Market Transformation & Development (MTD) team centered on leading specialized projects that optimized team function, tracked KPIs and budgets, and drove initiatives to foster team cohesion in support of the organization's green building transformation mission. Key responsibilities included overseeing operational efficiency, ensuring clarity of processes, and minimizing duplication of effort. The position established and monitored strategic goals and objectives, while also managing the individual membership and emerging professionals' programs to strengthen overall team performance.		
REASON FOR LEAVING: Promoted to Director at the USGBC.		
DATES: From: 1/2001 To: 11/2015	EMPLOYER: Melanie Colburn Consulting & Communications	POSITION TITLE: Independent Sustainability Consultant
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
SUPERVISOR: Melanie Colburn - Self-Proprietor	MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No	
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 0	
DUTIES: This Independent Sustainability Consultant role involved providing strategic communications and climate risk analysis for both corporate and nonprofit clients. Responsibilities included conducting in-depth research on sustainability governance and industry trends, then translating those findings into actionable insights to guide organizational decision-making and future initiatives.		
REASON FOR LEAVING: Expanded impact with the USGBC role.		
DATES: From: 5/2013 To: 11/2014	EMPLOYER: SustainAbility, Inc. (now Sustainability Institute by ERM)	POSITION TITLE: Analyst
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		COMPANY URL: https://www.erm.com/sustainability-institute/
SUPERVISOR: Derek Bothreau - Director, US Advisory Services	MAY WE CONTACT THIS EMPLOYER? ☐ Yes ☒ No	
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 0	
DUTIES: This Independent Sustainability Consultant role entailed developing research and strategic roadmaps for Fortune 100/500 brands, such as Disney, Cisco, and Starbucks, translating complex data into board-ready insights and corporate responsibility benchmarks. The position also involved providing data-driven recommendations to executive teams, accelerating greenhouse gas (GHG) reductions, and enhancing alignment with regulatory requirements.		
REASON FOR LEAVING: Departed to pursue independent consulting opportunities.		
DATES: From: 10/2010 To: 12/2012	EMPLOYER: Autodesk	POSITION TITLE: Sustainability Intern
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		COMPANY URL: https://www.autodesk.com/
PHONE NUMBER: [REDACTED]	SUPERVISOR: Christine Stoner - Senior Marketing Manager	MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No
HOURS PER WEEK: 20	# OF EMPLOYEES SUPERVISED: 0	

DUTIES: Supported corporate real estate in sustainability initiatives, including outreach for BIM software and clean-tech programs. Assisted with organizational sustainability metrics and internal communications on emission reduction strategies.		
REASON FOR LEAVING: The internship contract concluded upon completion of the MBA program.		
DATES: From: 10/2007 To: 10/2010	EMPLOYER: ARTEMIA	POSITION TITLE: Public Relations Director
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		COMPANY URL: https://artemia.com/
PHONE NUMBER: [REDACTED]	SUPERVISOR: Barbara Wichmann - CEO & Chief Strategist	MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No
HOURS PER WEEK: 30	# OF EMPLOYEES SUPERVISED: 0	
DUTIES: Led integrated PR campaigns for Fortune 500 and government clients in the tech and green sectors, coordinating executive messaging and increasing external visibility. Orchestrated multi-channel initiatives to boost engagement and stakeholder alignment, with outcomes reported to C-level sponsors.		
REASON FOR LEAVING: Departed to pursue my MBA degree.		
DATES: From: 5/2008 To: 6/2009	EMPLOYER: MacroVu	POSITION TITLE: Research Assistant
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
SUPERVISOR: Robert Horn - CEO	MAY WE CONTACT THIS EMPLOYER? ☐ Yes ☒ No	
HOURS PER WEEK: 20	# OF EMPLOYEES SUPERVISED: 0	
DUTIES: Analyzed sustainability trends for the World Business Council for Sustainable Development (WBCSD), contributing data visualizations and recommendations to inform cross-sector leadership in Vision 2050 scenario-planning workshops.		
REASON FOR LEAVING: End of project contract with main client.		

CERTIFICATES AND LICENSES

TYPE: LEED Green Associate	
LICENSE NUMBER: [REDACTED]	ISSUING AGENCY: GBCI
TYPE: Carbon Badge	
LICENSE NUMBER: [REDACTED]	ISSUING AGENCY: Canvas Credentials
TYPE: Energy Efficiency Badge	
LICENSE NUMBER: [REDACTED]	ISSUING AGENCY: Canvas Credentials

Skills

OFFICE SKILLS: Typing: Data Entry:
OTHER SKILLS: Program & Project Management - Expert - 18 years and 0 months Climate Action & Sustainability Expertise - Beginner - 18 years and 0 months Policy & Regulatory Compliance - Intermediate - 10 years and 0 months Stakeholder Engagement & Collaboration - Expert - 18 years and 0 months Staff Supervision & Leadership - Intermediate - 6 years and 0 months Research & Data Analysis - Expert - 17 years and 0 months Grant & Funding Management - Intermediate - 10 years and 0 months Communication & Public Presentations - Intermediate - 10 years and 0 months Problem-Solving & Strategic Thinking - Expert - 20 years and 0 months Organizational & Administrative Skills - Intermediate - 15 years and 0 months
LANGUAGE(S):

ADDITIONAL INFORMATION

Publications Co-author and project lead for the USGBC's "State of Decarbonization: Progress in U.S. Commercial Buildings 2023" report. https://www.usgbc.org/resources/state-decarbonization-progress-us-commercial-buildings-2023

REFERENCES

REFERENCE TYPE: Professional	NAME: Sarah Zaleski	POSITION: Chief Products Officer

ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]
REFERENCE TYPE: Professional	NAME: Brenden McEneaney	POSITION: Senior Vice President
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]
REFERENCE TYPE: Professional	NAME: Kimberly Inkumsah	POSITION: Executive Vice President
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]
REFERENCE TYPE: Professional	NAME: Anthony Bernheim	POSITION: Healthy & Resilient Buildings Program Manager
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]
REFERENCE TYPE: Professional	NAME: Elizabeth Beardsley	POSITION: Senior Policy Counsel, Advocacy & Policy
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]

Agency-Wide Questions

1. How did you find out about this position?
Job board/website (list specific under "other")
2. If other, please tell us where.
LinkedIn
3. Are you currently legally authorized to work in the United States on a full-time basis?
Yes
4. Are you related to any District employee or Board member?
No
5. Do you now, or will you in the future, require sponsorship for employment visa status (e.g., H-1B visa status)?
No
6. If related to a District employee or Board member, what is their name and their relationship to you?
N/A
7. Are you a current or former employee of the Air District?
No

Job Specific Supplemental Questions

1. Please share with us your experience or expertise in communicating, studying, identifying, or working to remedy the cumulative impacts of air pollution and other chronic stressors in overburdened communities. In your response, please include any examples of how you have supported the integration of such work into the development or implementation of regulatory programs, policies, or decision-making.
 Throughout my career, I have worked to integrate equity, public health, and cumulative impact considerations into climate and sustainability programs—especially in communities disproportionately burdened by pollution and chronic stressors. One example is the Oakland Climate Resilience Hub, located in a neighborhood with elevated asthma rates and persistent air quality challenges due to both localized pollution and wildfire smoke. I supported the development of this hub by helping secure funding and oversee the installation of air filtration infrastructure, directly addressing environmental health vulnerabilities for the most at-risk populations.
 At the U.S. Green Building Council, I conceived and launched the Building and Community Health Summit series, which focused on how the built environment contributes to—or mitigates—public health burdens. These summits convened experts and practitioners to elevate solutions that addressed the inequitable health impacts faced by under-resourced communities, bridging research, policy, and on-the-ground action.
 Across these efforts, I've supported the integration of environmental justice principles into decision-making processes—working with community groups, technical partners, and public agencies to help ensure climate strategies also serve public health and social equity outcomes.
2. Please describe your experience working with community members, environmental regulators, or local government agencies to incorporate community insights into the evaluation of cumulative environmental impacts and their causes.
 In addition to projects like the Oakland Climate Resilience Hub and the Building and Community Health Summit series—which both emphasized incorporating community insights into air quality and public health strategies—I have worked in a variety of roles that required facilitating dialogue between community members, regulators, and technical experts to surface lived experience as a key input in environmental planning.
 While supporting local market strategy at the U.S. Green Building Council, I led engagements across California and the Pacific Northwest that connected local agency staff, equity advocates, and sustainability professionals. These dialogues focused on how building decarbonization efforts could account for both displacement risk and cumulative environmental exposures such as traffic-related pollution and heat vulnerability—issues often raised by frontline communities during convenings.
 I've contributed to program framing that intersects with environmental policy and community impact—especially through my work at USGBC supporting building decarbonization and resilience. I've helped translate technical and policy concepts into stakeholder-facing materials, including co-authoring the State of Decarbonization report and developing advisory content used by city and nonprofit leaders. My communications work has supported alignment between local implementation strategies and broader climate goals, particularly in the context of green building incentives and equity-centered decision-making.
 In addition to my climate and decarbonization work, I also bring earlier experience as a board representative and communications coordinator for a nonprofit affordable housing organization serving students, where I helped facilitate communication between residents, community partners, and organizational leadership. That experience grounded me in the value of transparent stakeholder engagement and reinforced the importance of building trust with directly impacted communities.
 Across all of these efforts, my focus has been on creating feedback loops—ensuring that community insights are not simply heard, but directly influence decisions about how environmental strategies are evaluated, prioritized, and implemented.
3. Please explain any innovative strategies, tools, or methodologies you have worked with, or would propose, to assess or mitigate cumulative impacts in communities overburdened by air pollution.
 Much of my work has focused on identifying ways to translate complex environmental and health risks into actionable, community-responsive strategies. While cumulative impacts are inherently multidimensional, I believe effective assessment and mitigation efforts must be grounded in localized data, community-led engagement, and equitable access to technology.
 At the U.S. Green Building Council, I supported research and voluntary frameworks that integrate air quality, building decarbonization, and public health outcomes. Through our collaboration with the National Renewable Energy Laboratory, we explored resilience hubs and grid-responsive buildings as scalable solutions to reduce pollution exposure and heat vulnerability in underserved neighborhoods. These efforts emphasized not just emissions reductions, but also indoor air quality, occupant health, and systems equity.
 I also developed the Building and Community Health Summit series, which promoted methodologies such as equity-informed retrofits, GIS burden mapping, and integrated health-climate indices to assess cumulative risk in the built environment.
 In addition, I see growing promise in community-scale innovations like California's electric bike subsidies and projects that democratize access to decarbonization tools. For example, Rising Sun Center for Opportunity is training youth to support home decarbonization in disadvantaged communities, while the Decarbonization Coalition is equipping residents—especially home chefs—with induction cooktops that improve indoor air quality without compromising cultural practices. These programs serve not only to lower emissions, but to empower residents and reduce direct exposure to harmful pollutants.
 Finally, I believe the Advisory Council can play a forward-looking role in examining emerging threats like PFAS, which increasingly intersect with air quality, indoor environments, and public health. Incorporating such risks into planning frameworks will be essential to ensure that cumulative impact strategies remain comprehensive and relevant.
 My approach is grounded in systems thinking, public health, and equity-centered innovation—prioritizing solutions that are technically robust, culturally relevant, and community-driven.
4. Due to the changing meeting requirements for bodies subject to the Brown Act, Advisory Council members will likely be required to meet in-person in the San Francisco Bay Area, most likely at the Air District's headquarters, located at 375 Beale Street in San Francisco, or other Air District offices within the jurisdiction of the Air District. Would you be available to attend 4-6 meetings in person per year?
 Yes, I am based in the San Francisco Bay Area and would be fully available to attend in-person Advisory Council meetings at the Air District's headquarters or other offices within the region.

The following terms were accepted by the applicant upon submitting the online application:

By clicking on the 'Accept' button, I hereby certify that every statement I have made in this application is true and complete to the best of my knowledge. I understand that any false or incomplete answer may be grounds for not employing me or for dismissing me after I begin work. I understand that I will have to produce documentation verifying identity and employment eligibility in the U.S. I understand that I may be required to verify any and all information given on this application. I understand that this completed application is the property of the Air District and will not be returned. I understand that the Air District may contact prior employers and other references. I understand that I must notify the Human Resources Office at (415) 749-4980 of any changes in my name, address, or phone number.

This application was submitted by Melanie Colburn on 5/16/25 6:29 PM



usgbc.org

March 18, 2025

To Whom It May Concern,

I have had the pleasure to work with Melanie Colburn over the last year and a half at the U.S. Green Building Council (USGBC). As a Director in the newly-formed Innovation and Research team, Melanie successfully led the development and roll out of several key industry collaborations, including major publications and external convenings of thought leaders. I have seen firsthand her ability to spearhead sustainability initiatives, build industry partnerships, and support market transformation efforts.

Melanie is intellectually curious and has the ability to spot macro trends relevant to the evolving sustainability landscape. She is a creative thinker and problem solver who looks for opportunities to innovate and engage partners in a collaborative manner. Over my tenure working with Melanie, I have found her consistently well-prepared and solution-oriented. Her dedication to thorough research and her proactive approach to problem-solving have been instrumental in driving our projects forward.

Beyond her technical skills, Melanie is a strong ambassador who can effectively align diverse stakeholders around climate and sustainability goals. She has a track record of engaging with policymakers, corporate leaders, and industry stakeholders to support sustainability strategy and facilitate cross-sector collaboration. This includes an ability to navigate sustainability frameworks, foster industry collaboration, and drive strategic initiatives. In addition, she is a highly collaborative and valued teammate with internal colleagues and teams.

Melanie brings an authentic passion for sustainability, a seasoned poise, and a knack for creative problem-solving that make her a meaningful contributor to mission-driven organizations looking to innovate. Her enthusiasm for sustainability is evident in every project she undertakes. Melanie's unwavering dedication to our mission have made her a valuable member of our team.

In summary, Melanie Colburn embodies unique blend of skills, experience, and passion for sustainability. I am confident that she will continue to make significant contributions to any organization she joins.

Sincerely,
Sarah Zaleski
Chief Products Officer
U.S. Green Building Council

ANGELICA COLEMAN

RECENT EXPERIENCE

ENVIRONMENTAL ASSOCIATES

SAN FRANCISCO ENVIRONMENT

2024 - PRESENT

- Review reusable incentive applications for compliance with EPA and local standards
- Support outreach at 40+ community events promoting air quality and sustainability
- Conduct site visits to assess compliance with composting and recycling laws
- Develop GIS maps and visuals to support planning and public engagement
- Informed residents about EV incentives, charging infrastructure, and clean transit programs

PUBLIC ENGAGEMENT INTERN

METROPOLITAN TRANSPORTATION COMMISSION

06/2023 – 08/2023

- Facilitate community engagement for Plan Bay Area 2050, Transit 2050+, and Regional Measure 3 (RM3) supporting outreach at 22+ public events focused on long-range regional planning
- Collect and documented resident input to inform equitable transportation and air quality planning strategies.
- Improve administrative processes for vendor tracking and invoice review to support efficient program delivery

CODE ENFORCEMENT CONSULTANT

SF PLANNING

01/2023 - 05/2023

- Complete 75+ site inspections for zoning and environmental code violations, including paving and landscaping issues
- Cross-reference complaints with the Property Information Map to support CEQA-aligned code enforcement
- Review land use activities for potential environmental impacts and ordinance compliance
- Help resolve 100+ enforcement cases by documenting violations and supporting corrective actions
- Present findings on improving residential environmental compliance to the Planning Commission

CERTIFICATIONS & AFFILIATIONS

WOMEN IN TRANSPORTATION – Member

ASSOCIATION OF ENVIRONMENTAL PROFESSIONALS – Member

EDUCATION

SAN FRANCISCO STATE UNIVERSITY

Bachelors – Urban Studies and Planning

EMPLOYMENT APPLICATION



BAY AREA AIR DISTRICT
375 Beale Street Suite 600
San Francisco, California 94105
415-749-4980
<http://www.baaqmd.gov>

Coleman, Angelica
JY 2025-04 ADVISORY COUNCIL

Received: 5/30/25 3:15 PM
For Official Use Only:
QUAL: _____
DNQ: _____
☐ Experience
☐ Training
☐ Other: _____

PERSONAL INFORMATION

POSITION TITLE: ADVISORY COUNCIL	EXAM ID#: JY 2025-04
NAME: (Last, First, Middle) Coleman, Angelica	SOCIAL SECURITY NUMBER: N/A
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]	EMAIL ADDRESS: [REDACTED]
HOME PHONE: [REDACTED]	NOTIFICATION PREFERENCE: Email
LEGAL RIGHT TO WORK IN THE UNITED STATES? ☒ Yes ☐ No	
What is your highest level of education? Bachelor's Degree	

PREFERENCES

MINIMUM COMPENSATION: \$0.00 per year	ARE YOU WILLING TO RELOCATE? ☐ Yes ☐ No ☐ Maybe
WHAT TYPE OF JOB ARE YOU LOOKING FOR? Temporary	
TYPES OF WORK YOU WILL ACCEPT: Part Time	
SHIFTS YOU WILL ACCEPT: Day, Evening, Night, Weekends	

EDUCATION

DATES:	SCHOOL NAME: San Francisco State University	
LOCATION: (City, State/Province) San Francisco, CA, California	DID YOU GRADUATE? ☒ Yes ☐ No	DEGREE RECEIVED: Bachelor's
MAJOR: Urban Studies and Planning		

WORK EXPERIENCE

DATES: From: 4/2024 To: Present	EMPLOYER: San Francisco Environment Department (SFE)	POSITION TITLE: Environmental Outreach Associate
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
SUPERVISOR: David Gunnison-Wiseman - Engagement Coordinator	MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No	
HOURS PER WEEK: 40		
DUTIES: As an Environmental Associate with San Francisco Environment, I lead outreach and engagement strategies for the Commercial Reusables Incentive Program, collaborating with community-based organizations, libraries, and neighborhood groups to promote sustainable practices. I have organized over 75 multilingual events and use Salesforce data to develop reports, maps, and dashboards that guide program planning and demonstrate impact. Additionally, I conduct waste compliance site assessments and serve as a liaison between internal teams and contractors to streamline communication, procurement, and implementation processes.		
DATES: From: 6/2023 To: 8/2023	EMPLOYER: Metropolitan Transportation Commission	POSITION TITLE: Public Engagement Intern
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
SUPERVISOR: Leslie Lara-Enriquez - Assistant Director of Public Engagement	MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No	
HOURS PER WEEK: 40		

DUTIES:

As a Public Engagement Intern at the Metropolitan Transportation Commission, I coordinated over 22 public outreach events to promote regional initiatives such as Plan Bay Area 2050, Transit 2050+, and Regional Measure 3 (RM3). I engaged directly with community members, tracked feedback, and synthesized input to inform inclusive transportation planning. Additionally, I managed administrative tasks, including purchase order tracking and budget support, to ensure smooth event execution.

DATES:

From: 1/2023 To: 5/2023

EMPLOYER:

SF Planning

POSITION TITLE:

Code Enforcement Consultant

ADDRESS: (Street, City, State/Province, Zip/Postal Code)**SUPERVISOR:**

Chaska Berker - Senior Planner

MAY WE CONTACT THIS EMPLOYER?☒ Yes ☐ No**HOURS PER WEEK:**

40

DUTIES:

As a Code Enforcement Consultant with the San Francisco Planning Department, I conducted 75 on-site inspections to assess compliance with permeable landscape requirements under local environmental codes. I reviewed and investigated over 110 community-reported complaints, ensuring accuracy through cross-referencing property data systems. I created visual tracking tools and presented findings with actionable recommendations to the Planning Commission.

DATES:

From: 6/2022 To: 9/2022

EMPLOYER:Oakland Department of Transportation
(OakDOT)**POSITION TITLE:**

Racial Equity Team Intern

ADDRESS: (Street, City, State/Province, Zip/Postal Code)**SUPERVISOR:**

Jazmine Zamora - Assistant to the Director of Transportation

MAY WE CONTACT THIS EMPLOYER?☒ Yes ☐ No**HOURS PER WEEK:**

32

DUTIES:

I supported equitable transportation planning by gathering input from underserved communities on transit-related air quality and infrastructure concerns, such as inadequate bus stop conditions that impact accessibility and public health. I contributed to Planning Commission reports for projects like Foothill Boulevard and San Pablo Avenue, incorporating community feedback and environmental justice considerations. Through culturally responsive engagement, I worked to ensure that frontline communities were centered in regional planning and air quality decision-making—advancing the Air District's equity and public health goals.

REASON FOR LEAVING:

Internship ended.

CERTIFICATES AND LICENSES

Nothing Entered For This Section

Skills**OFFICE SKILLS:**Typing:65
Data Entry:0**OTHER SKILLS:****LANGUAGE(S):****ADDITIONAL INFORMATION**

Nothing Entered For This Section

REFERENCES**REFERENCE TYPE:**

Professional

NAME:

Kristen Law

POSITION:

Senior Community Engagment Coordinator

ADDRESS: (Street, City, State/Province, Zip/Postal Code)**EMAIL ADDRESS:****PHONE NUMBER:****REFERENCE TYPE:**

Professional

NAME:

Leslie Lara-Enriquez

POSITION:

Assistant Director of Public Engagement

ADDRESS: (Street, City, State/Province, Zip/Postal Code)**EMAIL ADDRESS:****PHONE NUMBER:****REFERENCE TYPE:**

Professional

NAME:

Sraddha Mehta

POSITION:

SFE Community Engagement Program Manager

ADDRESS: (Street, City, State/Province, Zip/Postal Code)**EMAIL ADDRESS:****PHONE NUMBER:**

Agency-Wide Questions

1. How did you find out about this position?
Job board/website (list specific under "other")
2. If other, please tell us where.
3. Are you currently legally authorized to work in the United States on a full-time basis?
Yes
4. Are you related to any District employee or Board member?
No
5. Do you now, or will you in the future, require sponsorship for employment visa status (e.g., H-1B visa status)?
No
6. If related to a District employee or Board member, what is their name and their relationship to you?
n/a
7. Are you a current or former employee of the Air District?
No

Job Specific Supplemental Questions

1. Please share with us your experience or expertise in communicating, studying, identifying, or working to remedy the cumulative impacts of air pollution and other chronic stressors in overburdened communities. In your response, please include any examples of how you have supported the integration of such work into the development or implementation of regulatory programs, policies, or decision-making.
 Through my work with San Francisco Environment, Oakland Department of Transportation, and SF Planning, I've had the opportunity to engage directly with overburdened communities to better understand and address the cumulative impacts of air pollution and related stressors. At SF Environment, I conducted outreach at over 40 community events to promote zero waste practices, clean transportation programs, and access to EV incentives—efforts that help reduce localized air pollution and improve health outcomes in frontline neighborhoods.
 While at OakDOT, I gathered qualitative input from residents in underserved areas like East Oakland, who raised concerns about unsafe and poorly maintained bus stops—highlighting how infrastructure inequities intersect with air quality and transit access. I helped translate these insights into Planning Commission materials for corridor projects like Foothill Boulevard and San Pablo Avenue, ensuring that equity and lived experience shaped the city's transportation priorities.
 At SF Planning, I conducted over 75 site inspections for zoning and environmental code violations, particularly in communities experiencing chronic stressors such as illegal dumping and non-compliant land uses. I documented these violations and supported corrective actions that helped bring properties into compliance with CEQA and local ordinances. Across all roles, I've consistently worked to integrate community feedback and environmental justice considerations into public-facing policies and decision-making processes that directly affect air quality and public health.
2. Please describe your experience working with community members, environmental regulators, or local government agencies to incorporate community insights into the evaluation of cumulative environmental impacts and their causes.
 I've collaborated with both community members and local agencies to ensure that lived experiences inform environmental decision-making. While at OakDOT, I engaged residents in underserved areas like East Oakland to gather input on transit and infrastructure challenges—such as inadequate lighting, limited bus stop shelter, and restricted mobility access—all of which contribute to broader environmental and public health burdens. I helped translate this input into Planning Commission materials for corridor projects like Foothill Boulevard and San Pablo Avenue, ensuring community priorities shaped equity goals and project outcomes. In my current role, I've supported community-driven outreach at over 40 events, providing information on clean transportation incentives, zero waste programs, and EV infrastructure—resources that directly reduce both pollution exposure and household expenses. These experiences have deepened my commitment to centering community insight in evaluating and addressing cumulative environmental impacts.
3. Please explain any innovative strategies, tools, or methodologies you have worked with, or would propose, to assess or mitigate cumulative impacts in communities overburdened by air pollution.
 One effective strategy has been combining GIS mapping with community outreach to visualize disparities and elevate resident concerns. For example, while at SF Planning, I used tools like the San Francisco Property Information Map to cross-reference zoning complaints with land use data, permit applications, and CEQA layers. This allowed me to better understand the environmental burdens tied to illegal development, paving, and improper land use—especially in neighborhoods with a history of disinvestment. In my current, I've organized targeted outreach campaigns at over 40 events to share resources on clean mobility, EV infrastructure, and zero waste programs. By focusing on accessibility—through multilingual materials, tabling in high-traffic community spaces, and direct service referrals—we help ensure these climate-forward solutions reach the residents most impacted by pollution. If given the opportunity, I'd advocate for the Air District to expand use of hyperlocal air monitoring tools (like the ones used in West Oakland and Richmond), paired with neighborhood-scale mapping of chronic stressors (housing, traffic, health data) to develop more responsive and location-specific interventions.
 These combined strategies—grounded in data, outreach, and lived experience—are powerful tools for assessing and mitigating cumulative impacts in the communities that need it most.
4. Due to the changing meeting requirements for bodies subject to the Brown Act, Advisory Council members will likely be required to meet in-person in the San Francisco Bay Area, most likely at the Air District's headquarters, located at 375 Beale Street in San Francisco, or other Air District offices within the jurisdiction of the Air District. Would you be available to attend 4-6 meetings in person per year?
 Yes, I would be available.

The following terms were accepted by the applicant upon submitting the online application:

By clicking on the 'Accept' button, I hereby certify that every statement I have made in this application is true and complete to the best of my knowledge. I understand that any false or incomplete answer may be grounds for not employing me or for dismissing me after I begin work. I understand that I will have to produce documentation verifying identity and employment eligibility in the U.S. I understand that I may be required to verify any and all information given on this application. I understand that this completed application is the property of the Air District and will not be returned. I understand that the Air District may contact prior employers and other references. I understand that I must notify the Human Resources Office at (415) 749-4980 of any changes in my name, address, or phone number.

This application was submitted by Angelica Coleman on 5/30/25 3:15 PM

May 30, 2025

Bay Area Air District
375 Beale St Ste 600
San Francisco, CA 94105

Cover Letter for Advisory Council

Dear Members of the Selection Committee,

I am writing to express my strong interest in serving as a member of the Bay Area Air District's Advisory Council. As an East Bay native, an Urban Studies and Planning graduate from San Francisco State University, and a public servant with the San Francisco Environment Department, I am deeply committed to advancing equitable, long-range solutions to improve air quality and public health across our region.

My professional experience includes collecting community input from underserved neighborhoods on infrastructure and transit concerns—such as inadequate lighting, seating, and shelter at bus stops—that often intersect with air quality and environmental justice issues. I have supported Planning Commission deliverables by contributing to staff reports for corridor projects like Foothill Boulevard and San Pablo Avenue, integrating community voices and equity considerations into long-term planning.

In my current role, I also promote sustainable transportation by educating residents about electric vehicle incentives, clean mobility programs, and climate resilience strategies. I am especially interested in addressing the compounding air quality burdens faced by communities like North Richmond and West Oakland, as well as wildfire-related pollution affecting foothill neighborhoods in cities like Hayward and Dublin.

I offer a well-rounded perspective on the social, environmental, and planning dynamics that influence air quality throughout the Bay Area. I'm eager to support the mission, vision, and strategies described in the Air District's 2024–2029 Strategic Plan by bringing my lived experience, technical expertise, and strong commitment to environmental justice to the Advisory Council's efforts.

Thank you for your consideration. I would be honored to serve and collaborate with other members of the Council to advance clean air and climate equity across our region.

Sincerely,
Angelica Coleman

ANGELICA COLEMAN

SUMMARY

I'm a Urban Studies and Planning graduate with hands-on experience supporting long-range planning, environmental compliance, and community engagement across several Bay Area public agencies. I'm passionate about creating more equitable and sustainable cities, and I've had the opportunity to work on projects that center community voices—especially in underserved neighborhoods. With skills in outreach, GIS, and policy analysis, I'm excited to keep growing in roles that connect people, planning, and environmental justice.

EDUCATION

San Jose State University, Mineta Transportation Institute, San Jose, CA

Master of Science in Transportation Management | In Progress

San Francisco State University, San Francisco, CA

Bachelor of Arts in Urban Studies and Planning | Graduation: December 2023

Relevant Coursework: Land Use Planning, Research Methods, Urban Policy, Sustainable Development, Data Analysis

SKILLS

- Urban & Environmental Planning
- Current & Long-Range Planning Support
- Local Ordinance Familiarity
- Zoning & Code Compliance
- Community Outreach & Engagement
- GIS (Intermediate), Google Maps
- Salesforce CRM, MS Office, Excel Dashboards
- Data Collection & Report Writing

WORK EXPERIENCE

Environmental Associate

San Francisco Environment (SFE), San Francisco, CA | April 2024 - Present (1.2 years)

- Review reusable incentive applications for compliance with EPA and local standards
- Support outreach at 40+ community events promoting air quality and sustainability
- Conduct site visits to assess compliance with composting and recycling laws
- Develop GIS maps and visuals to support planning and public engagement
- Informed residents about EV incentives, charging infrastructure, and clean transit programs

Public Engagement Intern

Metropolitan Transportation Commission (MTC), San Francisco, CA | June 2023 - August 2023 (2 months)

- Facilitated community engagement for Plan Bay Area 2050, Transit 2050+, and Regional Measure 3 (RM3) supporting outreach at 22+ public events focused on long-range regional planning
- Collected and documented resident input to inform equitable transportation and air quality planning strategies.
- Improved administrative processes for vendor tracking and invoice review to support efficient program delivery

Code Enforcement Consultant

SF Planning, San Francisco, CA | January 2023 - May 2023 (4 months)

- Completed 75+ site inspections for zoning and environmental code violations, including paving and landscaping issues
- Cross-referenced complaints with the Property Information Map to support CEQA-aligned code enforcement
- Reviewed land use activities for potential environmental impacts and ordinance compliance
- Helped resolve 100+ enforcement cases by documenting violations and supporting corrective actions
- Presented findings on improving residential environmental compliance to the Planning Commission.

Racial Equity Intern

Oakland Department of Transportation (OakDOT), Oakland, CA | June 2022 - September 2022 (3 months)

- Collected input from underserved communities on transit and infrastructure issues, such as poor lighting, limited seating, and lack of shelter at bus stops
- Drafted sections of Planning Commission reports summarizing goals, community input, and equity for corridor projects like Foothill Blvd and San Pablo Ave
- Promoted equity in planning by assisting with culturally responsive community engagement.

CERTIFICATIONS & AFFILIATIONS

- Member, Women in Transportation (WTS)
- Member, Association of Environmental Professionals (AEP)

LYNNA LAN TIEN NGUYEN DO

RECENT EXPERIENCE

VICE PRESIDENT, GOVERNMENTAL RELATIONS & COMMUNICATIONS

LAN DO & ASSOCIATES, LLC

2004 - PRESENT

- Spearhead public affairs, policy strategy, and messaging for healthcare and tech clients
- Design integrated communications plans, including executive media training and crisis communications
- Cultivate relationships with state/local elected officials to drive policy outcomes and advocacy.

PRESIDENT-ELECT / PRESIDENT

JUNIOR LEAGUE OF PALO ALTO – MID PENINSULA

2024 - PRESENT

- Represent the League in the media and at public events, advocating for policy change
- Lead governance, branding, and advocacy initiatives aligned with community impact goals
- Launch JLPAMPTalk, a speaker bureau elevating mission-driven community narratives.

PRESIDENT-ELECT / PRESIDENT

JUNIOR LEAGUE OF OAKLAND-EAST BAY

2016 - 2018

- Direct communications and public engagement strategies
- Build relationships with local media and civic partners to strengthen brand visibility
- Advocate for public policy supporting women and families

BOARD & ADVISORY APPOINTMENTS

2020 – Present

CALIFORNIA BOARD OF OCCUPATIONAL THERAPY – Board Member, Secretary, Chair

2017 – 2018

ALAMEDA COUNTY MENTAL HEALTH BOARD – Chair, Adult Committee

2016 – 2018

AAPI ADVISORY COUNCIL FOR ASSEMBLYMEMBER CATHARINE BAKER – Policy Advisor

EDUCATION

WALDEN UNIVERSITY

Doctorate Candidate – Psychology

UNIVERSITY OF SAN FRANCISCO

Masters – Public Administration

UNIVERSITY OF SAN FRANCISCO

Bachelors – Politics

EMPLOYMENT APPLICATION



BAY AREA AIR DISTRICT
375 Beale Street Suite 600
San Francisco, California 94105
415-749-4980
<http://www.baaqmd.gov>

Do, Lynna Lan Tien Nguyen
JY 2025-04 ADVISORY COUNCIL

Received: 4/24/25 8:42 AM
For Official Use Only:
QUAL: _____
DNQ: _____
☐ Experience
☐ Training
☐ Other: _____

PERSONAL INFORMATION

POSITION TITLE: ADVISORY COUNCIL	EXAM ID #: JY 2025-04
NAME: (Last, First, Middle) Do, Lynna Lan Tien Nguyen	SOCIAL SECURITY NUMBER: N/A
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]	EMAIL ADDRESS: [REDACTED]
HOME PHONE: [REDACTED]	NOTIFICATION PREFERENCE: Email
LEGAL RIGHT TO WORK IN THE UNITED STATES? ☒ Yes ☐ No	
What is your highest level of education? Master's Degree	

PREFERENCES

WHAT TYPE OF JOB ARE YOU LOOKING FOR? Regular, Temporary
TYPES OF WORK YOU WILL ACCEPT: Full Time, Part Time

EDUCATION

DATES:	SCHOOL NAME: Walden University	
LOCATION: (City, State / Province) Minneapolis , Minnesota	DID YOU GRADUATE? ☐ Yes ☒ No	DEGREE RECEIVED: Professional
MAJOR: Doctoral Student		
DATES:	SCHOOL NAME: Kellogg School of Management	
LOCATION: (City, State / Province) Evanston , Illinois	DID YOU GRADUATE? ☒ Yes ☐ No	DEGREE RECEIVED: Professional
MAJOR: Certificate		
DATES:	SCHOOL NAME: Stanford University	
LOCATION: (City, State / Province) Stanford , California	DID YOU GRADUATE? ☒ Yes ☐ No	DEGREE RECEIVED: Professional
MAJOR: Certificate		
DATES:	SCHOOL NAME: University of San Francisco	
LOCATION: (City, State / Province) San Francisco , California	DEGREE RECEIVED: Professional	
MAJOR: Masters in Public Administration		
DATES:	SCHOOL NAME: Walden University	
LOCATION: (City, State / Province) Minneapolis , Minnesota	DID YOU GRADUATE? ☒ Yes ☐ No	DEGREE RECEIVED: Master's
MAJOR: Psychology		

WORK EXPERIENCE

DATES: From: 1/2004 To: Present	EMPLOYER: Lan Do & Associates, LLC	POSITION TITLE: Vice President, Governmental Relations/Public Relations/Human Resources
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
PHONE NUMBER: [REDACTED]	SUPERVISOR: Lan Do - Owner	MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No

HOURS PER WEEK:

40

DUTIES:

Work on proposals and contracts for various bids for service. Build and maintain relationships with contractors and organizations we provide services to. Marketing to new and potential clients. Represent the company in an official capacity at events, conferences, workshops, and other business-related activities. In charge of accounts receivable and payables when necessary. Deal with invoices and payments for subcontractors. Certified trainer in Medical Interpretation; Cultural Competency; and Sexual Harassment Prevention

REASON FOR LEAVING:

Still working

CERTIFICATES AND LICENSES

Nothing Entered For This Section

Skills

Nothing Entered For This Section

ADDITIONAL INFORMATION

Honors & Awards

- * 2nd Vice-President, (2008 - 2009)
- * Chair, Taster's Showcase Committee (2008 - 2009)
- * Member, Nominating Committee (2007 - 2009)
- * Member, Planning Committee (2007 - 2009)
- * Chair, PR and Fundraising Committee (2008-2009)
- * Member, PR and Fundraising Committee (2007- 2009)

REFERENCES

REFERENCE TYPE:

Professional

NAME:

Zonzie McLaurin

POSITION:

ADDRESS: (Street, City, State/Province, Zip/Postal Code)

EMAIL ADDRESS:

PHONE NUMBER:

REFERENCE TYPE:

Professional

NAME:

Katie Kwo Gerson

POSITION:

ADDRESS: (Street, City, State/Province, Zip/Postal Code)

EMAIL ADDRESS:

PHONE NUMBER:

REFERENCE TYPE:

Professional

NAME:

Dr. Jessica Sharp

POSITION:

ADDRESS: (Street, City, State/Province, Zip/Postal Code)

EMAIL ADDRESS:

PHONE NUMBER:

Agency-Wide Questions

1. How did you find out about this position?
District Website
2. If other, please tell us where.
3. Are you currently legally authorized to work in the United States on a full-time basis?
Yes
4. Are you related to any District employee or Board member?
No
5. Do you now, or will you in the future, require sponsorship for employment visa status (e.g., H-1B visa status)?
No
6. If related to a District employee or Board member, what is their name and their relationship to you?
N/A
7. Are you a current or former employee of the Air District?
No

Job Specific Supplemental Questions

1. Please share with us your experience or expertise in communicating, studying, identifying, or working to remedy the cumulative impacts of air pollution and other chronic stressors in overburdened communities. In your response, please include any examples of how you have supported the integration of such work into the development or implementation of regulatory programs, policies, or decision-making.

Over the course of my career in public affairs and government relations, I have worked closely with overburdened communities to address the cumulative impacts of air pollution and other chronic stressors, particularly in low-income and historically marginalized areas across California. My work has focused on amplifying community voices, developing equitable communications strategies, and supporting policy and program development rooted in environmental justice.
As Vice President of Governmental Relations at Lan Do & Associates, I have collaborated with environmental health nonprofits and community-based organizations on campaigns related to air quality, industrial site mitigation, and clean transportation access. In these roles, I helped design communication strategies that translated complex environmental data into culturally and linguistically relevant materials for residents—many of whom were monolingual speakers or lived in linguistically isolated households. These materials supported public comment, local mobilization, and participation in hearings related to permitting, CEQA review, and other regulatory processes.
Additionally, in my role as a member and Secretary of the California Board of Occupational Therapy, I've worked to incorporate the impacts of environmental and psychosocial stressors—like poor air quality, noise pollution, and housing instability—into our policy discussions and consumer protection frameworks. I advocated for more proactive outreach and regulation in communities disproportionately affected by asthma, developmental delays, and environmental exposure, often resulting in stronger cross-agency collaborations and health-centered decision-making.
I have also contributed to equity-centered strategic plans and policy reviews through my advisory roles, such as with Alameda County's Mental Health Board, where we emphasized how environmental degradation compounds mental health issues in vulnerable populations. These experiences have reinforced the importance of integrating community perspectives, culturally competent outreach, and data-driven advocacy in shaping equitable environmental and regulatory outcomes.
2. Please describe your experience working with community members, environmental regulators, or local government agencies to incorporate community insights into the evaluation of cumulative environmental impacts and their causes.

Throughout my career, I have worked at the intersection of community advocacy, public policy, and government relations to ensure that the lived experiences of community members—especially those in historically overburdened and underrepresented neighborhoods—inform environmental decision-making and policy development.
As Vice President of Governmental Relations at Lan Do & Associates, I have facilitated partnerships between community-based organizations, public health advocates, and local government agencies to incorporate community-generated data and concerns into environmental impact assessments. One example includes organizing multilingual community listening sessions around proposed industrial developments and freeway expansion projects in areas disproportionately impacted by poor air quality. These sessions allowed us to collect qualitative data—such as firsthand accounts of asthma, noise disturbance, and stress-related health conditions—that were then synthesized into policy briefs and shared with city planning departments, environmental regulators, and transportation agencies.
In my service on the Alameda County Mental Health Board and as Chair of its Adult Committee, I advocated for environmental factors—like pollution, housing instability, and urban heat islands—to be considered in county-level mental health planning. By incorporating environmental stressors into our assessment of cumulative health impacts, we were able to push for more integrated approaches to community wellness and resource allocation.
Additionally, as a member of the California Board of Occupational Therapy, I helped evaluate how environmental stressors exacerbate barriers to healthcare access and occupational functioning. I worked with stakeholders to propose regulatory changes that aligned with both public health and environmental justice priorities, ensuring the voices of those most impacted were not only heard, but meaningfully integrated into policy and program design.
3. Please explain any innovative strategies, tools, or methodologies you have worked with, or would propose, to assess or mitigate cumulative impacts in communities overburdened by air pollution.

In my work across government relations, public affairs, and nonprofit leadership, I've had the opportunity to contribute to and advocate for innovative, community-driven approaches to assessing and mitigating cumulative impacts in communities disproportionately burdened by air pollution.
One strategy I've found particularly effective is the integration of community-based participatory research (CBPR) into policy planning and environmental assessments.
I have also worked on public education campaigns that leverage digital advocacy platforms and multilingual storytelling to ensure community awareness of cumulative environmental impacts and empower public participation in regulatory processes. Also working to increase participation from traditionally underrepresented communities.
Looking forward, I would advocate for the expanded use of equity-focused screening tools in combination with real-time community monitoring and predictive modeling. Integrating social determinants of health, mobility data, and environmental hazard indices can help regulators better anticipate cumulative impacts rather than respond after harm has occurred. I also believe in expanding interagency collaboration—linking environmental regulators with public health departments, housing agencies, and transportation planners—to address the root causes of cumulative impacts through coordinated, preventative action.
4. Due to the changing meeting requirements for bodies subject to the Brown Act, Advisory Council members will likely be required to meet in-person in the San Francisco Bay Area, most likely at the Air District's headquarters, located at 375 Beale Street in San Francisco, or other Air District offices within the jurisdiction of the Air District. Would you be available to attend 4-6 meetings in person per year?

Yes

The following terms were accepted by the applicant upon submitting the online application:

By clicking on the 'Accept' button, I hereby certify that every statement I have made in this application is true and complete to the best of my knowledge. I understand that any false or incomplete answer may be grounds for not employing me or for dismissing me after I begin work. I understand that I will have to produce documentation verifying identity and employment eligibility in the U.S. I understand that I may be required to verify any and all information given on this application. I understand that this completed application is the property of the Air District and will not be returned. I understand that the Air District may contact prior employers and other references. I understand that I must notify the Human Resources Office at (415) 749-4980 of any changes in my name, address, or phone number.

This application was submitted by Lynna Lan Tien Nguyen Do on 4/24/25 8:42 AM

01Please share with us your experience or expertise in communicating, studying, identifying, or working to remedy the cumulative impacts of air pollution and other chronic stressors in overburdened communities. In your response, please include any examples of how you have supported the integration of such work into the development or implementation of regulatory programs, policies, or decision-making.

Over the course of my career in public affairs and government relations, I have worked closely with overburdened communities to address the cumulative impacts of air pollution and other chronic stressors, particularly in low-income and historically marginalized areas across California. My work has focused on amplifying community voices, developing equitable communications strategies, and supporting policy and program development rooted in environmental justice.

As Vice President of Governmental Relations at Lan Do & Associates, I have collaborated with environmental health nonprofits and community-based organizations on campaigns related to air quality, industrial site mitigation, and clean transportation access. In these roles, I helped design communication strategies that translated complex environmental data into culturally and linguistically relevant materials for residents—many of whom were monolingual speakers or lived in linguistically isolated households. These materials supported public comment, local mobilization, and participation in hearings related to permitting, CEQA review, and other regulatory processes.

Additionally, in my role as a member and Secretary of the California Board of Occupational Therapy, I've worked to incorporate the impacts of environmental and psychosocial stressors—like poor air quality, noise pollution, and housing instability—into our policy discussions and consumer protection frameworks. I advocated for more proactive outreach and regulation in communities disproportionately affected by asthma, developmental delays, and environmental exposure, often resulting in stronger cross-agency collaborations and health-centered decision-making.

I have also contributed to equity-centered strategic plans and policy reviews through my advisory roles, such as with Alameda County's Mental Health Board, where we emphasized how environmental degradation compounds mental health issues in vulnerable populations. These experiences have reinforced the importance of integrating community perspectives, culturally competent outreach, and data-driven advocacy in shaping equitable environmental and regulatory outcomes.

02Please describe your experience working with community members, environmental regulators, or local government agencies to incorporate community insights into the evaluation of cumulative environmental impacts and their causes.

Throughout my career, I have worked at the intersection of community advocacy, public policy, and government relations to ensure that the lived experiences of community members—especially those in historically overburdened and underrepresented neighborhoods—inform environmental decision-making and policy development.

As Vice President of Governmental Relations at Lan Do & Associates, I have facilitated partnerships between community-based organizations, public health advocates, and local government agencies to incorporate community-generated data and concerns into environmental impact assessments. One example includes organizing multilingual community listening sessions around proposed industrial developments and freeway expansion projects in areas disproportionately impacted by poor air quality. These sessions allowed us to collect qualitative data—such as firsthand accounts of asthma, noise disturbance, and stress-related health conditions—that were then synthesized into policy briefs and shared with city planning departments, environmental regulators, and transportation agencies.

In my service on the Alameda County Mental Health Board and as Chair of its Adult Committee, I advocated for environmental factors—like pollution, housing instability, and urban heat islands—to be considered in county-level mental health planning. By incorporating environmental stressors into our assessment of cumulative health impacts, we were able to push for more integrated approaches to community wellness and resource allocation.

Additionally, as a member of the California Board of Occupational Therapy, I helped evaluate how environmental stressors exacerbate barriers to healthcare access and occupational functioning. I worked with stakeholders to propose regulatory changes that aligned with both public health and environmental justice priorities, ensuring the voices of those most impacted were not only heard, but meaningfully integrated into policy and program design.

03Please explain any innovative strategies, tools, or methodologies you have worked with, or would propose, to assess or mitigate cumulative impacts in communities overburdened by air pollution.

In my work across government relations, public affairs, and nonprofit leadership, I've had the opportunity to contribute to and advocate for innovative, community-driven

approaches to assessing and mitigating cumulative impacts in communities disproportionately burdened by air pollution.

One strategy I've found particularly effective is the integration of *community-based participatory research (CBPR)* into policy planning and environmental assessments.

I have also worked on public education campaigns that leverage digital advocacy platforms and multilingual storytelling to ensure community awareness of cumulative environmental impacts and empower public participation in regulatory processes. Also working to increase participation from traditionally underrepresented communities.

Looking forward, I would advocate for the expanded use of equity-focused screening tools in combination with real-time community monitoring and predictive modeling. Integrating social determinants of health, mobility data, and environmental hazard indices can help regulators better anticipate cumulative impacts rather than respond after harm has occurred. I also believe in expanding interagency collaboration—linking environmental regulators with public health departments, housing agencies, and transportation planners—to address the root causes of cumulative impacts through coordinated, preventative action.

04Due to the changing meeting requirements for bodies subject to the Brown Act, Advisory Council members will likely be required to meet in-person in the San Francisco Bay Area, most likely at the Air District's headquarters, located at 375 Beale Street in San Francisco, or other Air District offices within the jurisdiction of the Air District. Would you be available to attend 4-6 meetings in person per year?

Yes.

Lynna Lan Tien Nguyen Do

Objective

Mission-driven leader, former competitive athlete, and passionate advocate for women's sports with over 20 years of experience in strategic communications, public affairs, government relations, and nonprofit leadership. Proven ability to build coalitions, drive high-impact messaging, and engage diverse communities. Seeking to leverage deep experience and love of the game to elevate Bay FC's voice, brand, and civic impact.

Education

Kellogg School of Management, Northwestern University — Certificate in Executive Management

Walden University — Ph.D. Candidate, Psychology (ABD); M.Phil. in Psychology

University of San Francisco — Master of Public Administration; BA Politics

Stanford University — Certificate in Political Psychology

Yale University — Women's Campaign School

APAICS Regional Leadership Academy — Alumna, 2020

Professional Experience

Lan Do & Associates, LLC – *VP, Governmental Relations & Communications*

2004 – Present

- Spearhead public affairs, policy strategy, and messaging for healthcare and tech clients.
- Design integrated communications plans, including executive media training and crisis comms.
- Cultivate relationships with state/local elected officials to drive policy outcomes and advocacy.

Junior League of Palo Alto – Mid Peninsula – *President-Elect / President*

2024 – Present

- Represent the League in the media and at public events, advocating for policy change.

- Lead governance, branding, and advocacy initiatives aligned with community impact goals.
- Launched JLPAMPTalk, a speaker bureau elevating mission-driven community narratives.

Junior League of Oakland-East Bay – *President-Elect / President*

2016 – 2018

- Directed communications and public engagement strategies.
- Built relationships with local media and civic partners to strengthen brand visibility.
- Advocated for public policy supporting women and families.

PIVOT / Viet Fact Check – *Writer / Policy Researcher*

2023 – Present

- Authored public education content on civic participation and disinformation.
- Collaborated with media and researchers to increase cultural relevancy in messaging.

Association of Junior Leagues International (AJLI) – *Board Member (At-Large)*

2021 – 2024

- Supported global communications and advocacy strategies across 295+ chapters.
- Contributed to brand alignment, public statements, and outreach efforts.

City & County of San Francisco, Mayor Willie L. Brown, Jr. — *Special Assistant to the Mayor*

2000 – 2001

- Managed internal communications and scheduling for the Mayor’s office.
- Liaised with community stakeholders, elected officials, and the media.

Office of Supervisor Leland Y. Yee, SF Board of Supervisors — *Legislative Aide*

1998 – 2000

- Drafted legislation, led constituent communications, and managed media outreach.
- Coordinated town halls, press conferences, and community events.

United States Senator Dianne Feinstein — Office Assistant
1998

- Handled constituent services and supported press and public relations functions.
-

Board & Advisory Appointments

California Board of Occupational Therapy – Board Member, Secretary, Chair (Comms)
2020 – Present

- Led communications and outreach for statewide regulatory reforms.
- Testified before state entities; advised on policy language and media strategy.

Alameda County Mental Health Board – Chair, Adult Committee
2017 – 2018

- Advanced mental health advocacy and communications for underserved populations.

AAPI Advisory Council for Assemblymember Catharine Baker – Policy Advisor
2016 – 2018

- Provided strategic insights into legislation affecting the AAPI community.
-

Key Skills & Expertise

- Strategic Communications • Public Affairs & Policy • Crisis Communications
 - Media Relations & Spokesperson Experience • Stakeholder Engagement
 - Community Impact & Storytelling • Executive Messaging & Public Speaking
 - Government & Regulatory Affairs • Cross-Functional Leadership
-

Athletic & Personal Passion

- Former competitive athlete with lifelong passion for women's soccer and equity in sports.
- Committed to building inclusive platforms where community, culture, and competition thrive.

Technical Proficiencies

Microsoft Office Suite • Project Management Tools • Digital & Social Media Platforms

BOARD MEETING DATE: December 3, 2025

REPORT: Community Advisory Council

SYNOPSIS: The Community Advisory Council (Council) held a meeting on Thursday, September 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.

John Kevin Jefferson, Co-Chair
Mayra Pelagio, Co-Chair
Ken Szutu, Co-Chair
Community Advisory Council

JKJ/MP/KS:mh

CALL TO ORDER - ROLL CALL

The meeting Facilitator, Randolph Belle of Randolph Belle, Artist (RBA) Creative, called the Community Advisory Council (Council) in-person meeting to order at 6:14 p.m.

Roll Call:

Present, In Person: (Bay Area Metro Center, 375 Beale Street, Yerba Buena Room, San Francisco, CA, 94105): Council Co-Chairpersons John Kevin Jefferson and Ken Szutu; and Council Members Dr. Juan Aguilera, Sejal Babaria, Ms. Margaret Gordon, Patrick Messac, Cynthia Prieto-Diaz, and Dr. Jeff Ritterman.

Participated Remotely, via Zoom via Assembly Bill (AB) 2449 (remote presence does not count for quorum, but votes are counted for all action items): Council Co-Chair Mayra Pelagio; and Council Members William Goodwin, Kevin G. Ruano Hernandez, Latasha Washington. (just cause).

Absent: Council Members Arieann Harrison, Dominick Ramirez, and Violet Saena.

At this time, Arsenio Mataka, Deputy Executive Officer for Equity & Community Programs, announced that Rio Molina has stepped down from the Council pursuant to the Council's charter. Staff note: Section 1.14.1 (Absenteeism) of the Council's charter states, "*Staff will inform a member that they have lost their seat on the CAC after three meetings are missed.*"

For additional details of the Community Advisory Council Meeting, please refer to the webcast, which can be found [here](#). Please use the webcast's index to view specific agenda items.

2. PUBLIC COMMENT ON NON-AGENDA MATTERS

Public comments were given by Antwon Cloird, Richmond resident.

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

On behalf of Dr. Philip M. Fine, Executive Officer / APCO, Mr. Mataka, reported the following:

- Welcome to inaugural Environmental Justice Law Fellow, Adrian Wong, who started at the Air District on August 25, 2025. Mr. Mataka invited Alexander Crockett, General Counsel, to introduce Mr. Wong, who will be working with both the Legal and Environmental Justice Divisions.
- Welcome to Jamal Jackson, Senior Staff Specialist in the Air District's new Civil Rights Office. Mr. Jackson has been working at the Air District since January 13, 2025.
- Welcome to Emi Wang, Director of the Air District's new Community Investment Office. Ms. Wang has been working at the Air District since August 25, 2025.
- An update on the outcome of this year's legislative session regarding AB 617 funding. In a tough budget year, AB 617 funding was zeroed out in May, but last week, through a lot of hard work by community members and the Air District, it was ultimately preserved. Air Districts will get \$45 million statewide to implement the CERP process; a small drop from last year's \$50 million. Community air incentive grants dropped from \$195 million to \$50 million. Most importantly, for the first time, a bill has passed the Legislature and now sitting before the Governor that establishes a continuous \$250 million annual appropriation for AB 617.
- The Air District Board of Directors approved allocating \$4 million in funding to support home and school air filtration programs in Bay Area communities. \$1.3 million was authorized for upgrades in public schools in Richmond, North Richmond, San Pablo and Tara Hills, \$1.7 million to expand air filtration upgrades in schools in Bayview-Hunters Point. An additional \$1 million was allocated to the Air Filtration Program.
- In July, the Air District expanded the Vehicle Buy Back Program; the program is increasing the incentive amount from \$1,500 to \$2,000 per vehicle and including vehicles that are model year 2000 and older. To be considered your vehicle must:
 - 1. Be currently registered as operable and be in operating condition
 - 2. Have been registered as operable in the Bay Area for the past 2 years
 - 3. Pass a Smog Check if within 60 days of a required Smog Check
- As of August 19, the Air District is now accepting applications for the Clean Cars for All program. This program provides grants for income-qualified Bay Area residents to retire their older car and replace it with a plug-in hybrid, battery, or

hydrogen fuel cell electric vehicle, or a pre-paid card to use for public transit and purchase e-bikes. This is important because a lot of people think EVs are out of reach for them. This program can provide up to \$12,000 in funding and we also added a \$5,000 plus up to help residents with disabilities. So please spread the word.

- The Air District has been piloting the new Targeted Inspection Program in Bayview Hunters Point to modernize the inspection program by advancing environmental justice. As part of this effort, the Air District increased inspections in Bayview Hunters Point, focusing on 43 facilities identified by the AB 617 Community Steering Committee subcommittee. Of these inspections, two resulted in Notices of Violation. The Air District also successfully completed two weekend inspections, at a wastewater treatment facility and an autobody shop. The Air District is also applying a new method for setting inspection priorities, which considers factors such as compliance history, emissions inventory, and other priority indicators. Using this approach, 33 additional facilities were inspected, resulting in seven Notices of Violation.
- Interstate-580 Truck Access Study: For decades, trucks have been banned from an 8.7-mile stretch of I-580, diverting them through overburdened communities along I-880. Caltrans, in partnership with the Air District and City of Oakland, is studying the potential impacts of lifting this ban on health, safety, and traffic. This study was a strategy in the AB 617 West Oakland Community Emission Reduction Program. Caltrans will be presenting on this project at the Board's Policy, Grants, and Technology Committee meeting on October 15.

Public Comments

No requests received.

Council Comments

The Council and staff discussed desire for Ms. Wang and Mr. Jackson, as new Air District staff, to take as many toxic tours in Bay Area disadvantaged communities as soon as possible; whether the funding of new Air District staff relates to federal cutbacks; desire for the Council Members to have more frequent and direct interactions with the Air District's Board of Directors; concerns regarding the staff presentation *Permitting Strategies and Fiscal Year Ending 2026 Mid-Year Staffing and Budget Adjustment*, which was given at the Board's September 10, 2025 Special meeting; the desire for additional data on the number of permit applications that were approved, cancelled, withdrawn, and denied within a given time period; and concerns regarding state lawmakers' negotiations that could pay up to \$200 million to Valero to maintain the Benicia operations, whether the proposed bailout prioritizes BACT, and whether the existing infrastructure at the Benicia refinery will be audited.

Council Action

No action taken.

CONSENT CALENDAR

4. APPROVAL OF THE DRAFT MINUTES OF THE COMMUNITY ADVISORY COUNCIL MEETING OF JULY 17, 2025

Public Comments

No requests received.

Council Comments

Regarding Item 4, *Approval of the Draft Minutes of the Community Advisory Council Special / Retreat Meeting of May 16 and May 17, 2025*, Council Member Goodwin stated that his name was erroneously listed as having made the motion to approve the minutes, when he abstained on that vote. The Clerk thanked him for this correction and said that she would revise the minutes to reflect this change, for the record.

Council Action

Council Member Goodwin made a motion, seconded by Council Member Gordon, to **approve** the Draft Minutes of the Community Advisory Council Meeting of July 17, 2025, as amended; and the motion **carried** by the following vote of the Council:

AYES:	Aguilera, Goodwin, Jefferson, Messac, Pelagio, Prieto-Diaz, Ritterman, Ruano Hernandez, Szutu, Washington.
NOES:	None.
ABSTAIN:	Gordon.
ABSENT:	Babaria, Harrison, Ramirez, Saena.

Motion Approved.

INFORMATIONAL ITEMS

5. BOARD OF DIRECTORS AND STANDING COMMITTEES MEETING HIGHLIGHTS

Amy Smith, Senior Staff Specialist, gave the staff presentation, *Board of Directors and Standing Committees Meeting Highlights*, including: overview; role in providing recommendations; align Community Advisory Council with Board of Directors activities; Air District website: home screen; Board and committee meetings and materials; members of the Board of Directors; Community Equity, Health, and Justice Committee; Stationary Source Committee; Policy, Grants, and Technology (PGTC) Committee; Finance and Administration Committee; Board and standing committee meetings at a glance; key highlights: Board meetings (May, June, July), Community Equity, Health, and Justice Committee (CEHJC) (March, April, May), Stationary Source Committee meetings (May, June, July), PGTC meetings (June, July); aligning Community Advisory Council agenda with Board actions; and Council agenda and Board recommendations.

Public Comments

Public comments were given by Antwon Cloird, Richmond resident.

Council Comments

The Council and staff discussed desire for the Council Members to have more frequent and direct interactions with the Air District's Board of Directors, so that the Council may make recommendations to the Board, and whether an ad hoc committee is needed to address these concerns; the desire for a better balance between daytime and evening meetings at which the Council and Board can have joint discussions on policy, programs and legislation related to environmental justice and community priorities, and the request that the Board provides a response to the Council, by the Council's November meeting, as to how this will be achieved; the suggestion that the Board forms a committee to solely address air monitoring trends, projections, and lessons learned; the desire for more frequent community engagement (Air District staff coming to disadvantaged communities to speak with the residents); the belief that staff sometimes diminishes the community's voice and ignores questions and comments from the community; the desire for more frequent Air District social media posts regarding equity issues in disadvantaged communities; the status of the Council's request for a Board Liaison, and whether the Council can find out which Board members might be interested in the position; whether a Council Member may attend Air District Board and committee meetings using the "Other CAC Member Activities" \$1,000 stipend stated in § 1.2.3 of the Council's [Meeting Compensation and Expense Reimbursement Policy](#), and then report back to the Council; the request for written summaries of the Board meetings, as well as meetings of the four AB 617 Community Steering Committees, for the Council; the suggestion of requiring a *minimum* number of public comments during the Air District's rulemaking process; how to subscribe to editions of the Air District's *Air Currents* newsletter, which covers Air District activities as well as other air quality issues of interest to industry, government agencies, and the general public; the desire that upcoming Council agenda items be made into action items (not informational items) that get sent to the Board's CEHJC for consideration (i.e.: the Council's Compliance and Enforcement Ad Hoc Committee will deliver a final report and recommendations to the Council in November 2025, listing potential benefits to disadvantaged communities, and the Compliance and Enforcement Ad Hoc Committee could recommend that the CEHJC formally accept it); and concerns regarding the current practice of Air District staff being involved in finalizing materials (providing input) on what moves forward, in addition to the Council's Co-Chairs.

Council Actions

No action taken.

THE COUNCIL RECESSED AT 8:08 P.M., AND RESUMED AT 8:21 P.M.

6. LEGISLATIVE PROCESS AND TIMELINE FOR BOARD CONSIDERATION OF PENDING LEGISLATION

Viet Tran, Deputy Executive Officer, Public Affairs, gave the staff presentation, *Legislative Process and Timeline for Board Consideration of Pending Legislation*, including: California legislative process; preparation for legislative year; and during the legislative year: how a bill becomes a law, developing Board positions on bills, Council participation in the legislative process, definitions of “2-Year” bill and “Gut and Amend” bill, PGTC Committee legislative agenda items, timing considerations.

Public Comments

No requests received.

Council Comments

The Council and Air District staff discussed whether the Board’s former “Legislative Committee” was absorbed into the Board’s current “Policy, Grants, and Technology Committee”; the process by which the Air District partners with legislators to champion bills that the Air District wishes to sponsor; the process by which the Air District partners with other agencies to support and oppose bills; the desire for a process in which the Council co-develops policy with the PGTC; whether the Air District has a central resource that lists Board legislative recommendations; the suggestion that the Board considers and adopts a formal position on Senate Bill (SB) 404 (Caballero) - hazardous materials: metal shredding facilities, and why the Air District did not take a position on this bill when the Air District partnered with the Alameda County District Attorney to take enforcement actions against Radius Recycling, formerly Schnitzer Steel; which staff members prioritize the issues upon which the Air District invests its energy; in what capacity Council Members may rally support for legislation (as themselves, versus as Council Members); whether the Council may draft potential legislation with a legislator and recommend it to the PGTC; the feasibility of the Council spending time prioritizing policy items at its November meeting, and then sending a formal recommendation to the PGTC; and lobbyists hired by the Air District.

Council Actions

No action taken.

OTHER BUSINESS

7. COMPLIANCE AND ENFORCEMENT AD HOC COMMITTEE UPDATE

Co-Chair Szutu gave a status update of the Compliance and Enforcement Ad Hoc Committee, which included the following:

- The Bay Area Air Quality Management District ordered Vallejo concrete facility Crown Hill Materials to cease operations for running a concrete batch plant

without the required air quality permit. This outcome demonstrates effective collaboration between community members, the Council, and staff from multiple divisions of the Air District. This case has been a good exercise of the “One Air District” approach. We are awaiting laboratory results from collected samples. The current NOV is based on a lack of permit; the next step is examining permitting processes, especially the interaction between conditional permitting and enforcement. This area could become the focus of a future Ad Hoc effort.

- The Council’s responsibility extends beyond solving a single community issue; we are tasked with providing recommendations to the Board and the Air District to better protect public health across all nine Bay Area counties. We recognize the need to take stock of what this ad hoc committee has accomplished and to identify lessons learned. At the Council’s November meeting, we will deliver a final report and recommendations, including recommendations based on our experience, and potential benefits these recommendations will bring to the District, Council, and communities.

Public Comments

No requests received.

Council Comments

None.

8. MEMBERS SELECTION AD HOC COMMITTEE UPDATE

Lisa Flores, Environmental Justice Staff Specialist II, submitted the following report:

- The Community Advisory Council Members Selection Ad Hoc Committee has met twice (on April 15 to review and provide edits to the outreach plan, and on July 31 to outline the selection criteria and review process.)
- We had a great response to the outreach, receiving 68 applications in total from both new applicants and existing Council Members.
- The Ad Hoc Committee held its third meeting on September 17 and will confer again to finalize the new candidate slate.

Public Comments

No requests received.

Council Comments

None.

9. COUNCIL MEMBER COMMENTS

Council Member Babaria reiterated two requests that she made during the discussion of Items 5 and 6:

- 1) the desire for a better balance between daytime and evening meetings at which the Council and Board can have joint discussions on policy, programs and legislation related to environmental justice and community priorities, and the request that the Board provides a response to the Council, by the Council's November meeting, as to how this will be achieved; and
- 2) the feasibility of the Council spending time prioritizing policy items (legislative platform) at its November meeting, and then sending a formal recommendation to the PGTC.

Council Member Messac thanked staff for utilizing the new discussion format after each presentation, allowing more discussion between staff and Council members. He reiterated his request that the Board consider and adopt a formal position on Senate Bill (SB) 404 (Caballero) - hazardous materials: metal shredding facilities, as it pertains to Radius Recycling. He also suggested making this a case study.

10. TIME AND PLACE OF NEXT MEETING

Thursday, November 20, 2025, at 6:00 p.m. at 375 Beale St. The meeting will be in-person for the Community Advisory Council members and members of the public will be able to either join in-person or via webcast.

Adjournment

The meeting was adjourned at 9:38 p.m.

Attachments

#4 – Approval of the Draft Minutes of the Community Advisory Council Meeting of July 17, 2025

#5 – Board of Directors and Standing Committees Meeting Highlights

#6– Legislative Process and Timeline for Board Consideration of Pending Legislation

BOARD MEETING DATE: December 3, 2025

REPORT: Advisory Council

SYNOPSIS: The Advisory Council (Council) held two meetings on Monday, October 6, 2025. The following is a summary of both meetings.

RECOMMENDED ACTION:

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

Dr. Gina Solomon, Chair
Advisory Council

GS: mh and dh

Roll Call for 9:00 a.m. meeting:

Call to Order

Chairperson Solomon called the meeting to order at 9:03 a.m.

For additional details of the Advisory Council Meeting, please refer to the webcast, which can be found [here](#). Please use the webcast's index to view specific agenda items.

Present: Chairperson Dr. Gina Solomon; Vice Chairperson Dr. Phil Martien; and Members Professor Ann Marie Grover Carlton, Dr. Stephanie Holm, Professor Michael Kleinman, Dr. Garima Raheja, Dr. Michael Schmeltz.

Absent: Board Liaison Lynda Hopkins.

CONSENT CALENDAR

2. APPROVAL OF THE DRAFT MINUTES OF THE ADVISORY COUNCIL MEETING MINUTES OF OCTOBER 30, 2024

Public Comments

No requests received.

Council Comments

None.

Council Action

Dr. Holm made a motion, seconded by Professor Kleinman, to **approve** the Draft Minutes of the Advisory Council Meeting Minutes of October 30, 2024; and the motion **carried** by the following vote of the Council:

AYES: Holm, Kleinman, Martien, Raheja, Schmeltz, Solomon.
NOES: None.
ABSTAIN: None.
ABSENT: Carlton, Hopkins.

INFORMATIONAL ITEMS

NOTED PRESENT: Councilmember Carlton was noted present at 9:09 a.m.

3. AGENCY EXPERIENCES WITH CUMULATIVE IMPACTS IN PERMITTING

The Council held a panel discussion, together with members of the Air District's Community Advisory Council, about cumulative impacts in permitting, with a focus on air quality regulation by state-level and regional agencies.

A. Air District

Ayah Hassan, Principal Air Quality Engineer in the Air District's Engineering Division, gave the staff presentation *Air District Permitting Overview*, including: outline; permitting overview: Air Quality Management Toolkit, permits help achieve clean air for all, why issue air permits, what requires a permit, what does not require a permit, evaluations informing the permitting process, permitting process overview; evaluations in Air District permitting: Regulation 2 (Permitting), components of permitting process, California Environmental Quality Act (CEQA), when is a project exempt from CEQA, source of pollutant-specific rules, example: backup diesel generator, New Source Review (NSR): best available control technology (BACT), toxics NSR: Health Risk Assessments (HRA) and best available control technology for toxic air contaminants (TBACT), NSR: "overburdened community" definition, public notice, and summary of cumulative impact considerations in permitting.

B. Minnesota Pollution Control Agency

Hassan M. Bouchareb, Engineer at the Minnesota Pollution Control Agency (MPCA), gave the presentation *Minnesota's Cumulative Impacts Analysis Rulemaking*, including: agenda; cumulative impacts; MPCA rulemaking resources; applicability; environmental justice maps; creating a cumulative impact analysis process; key definitions from Minnesota Statue § 116.065; environmental stressors; mandatory versus discretionary; cumulative impact analysis evaluation and substantial adverse impacts; permit decisions and addressing impacts;

community benefit agreements (CBA); decision regarding proposed CBA; public participation requirements; methods for public participation; tribal consultation and considerations; considerations for your own rulemaking; and some areas to think about.

C. New Jersey Department of Environmental Protection

Kandyce Perry, Director of the Office of Environmental Justice at the Department of Environmental Protection in New Jersey, gave the presentation *Environmental Protection Justice Law & Regulations*, including: signing of New Jersey's Environmental Justice Law (September 18, 2020); definition of "overburdened community"; framing environmental justice in New Jersey; Environmental Justice Mapping, Assessment, and Protection Tool; environmental and public health stressors; overburdened community stressor summary; Step 1 (applicability determination – 3 criteria); Step 2 (Environmental Justice Impact Statement and meaningful public participation); Step 3 (department decision); compelling public interest; and considerations, recommendations, and lessons learned.

Public Comments

No requests received.

Council Comments

Clarifying Questions for Item 3A

Chair Solomon invited questions from the Advisory Council and visiting members of the Community Advisory Council.

Councilmember Raheja asked about banking rules and whether banked emission credits can be applied elsewhere. Ms. Leong, Director of Engineering, explained that Regulation 2-4 operates with Regulation 2-2 (New Source Review) to require offsets for facilities emitting more than 10 tons per year. The Air District maintains a small facility bank that can supply 10–35 tons per year of nitrogen oxides or organics; facilities exceeding that must obtain offsets on the market.

Mr. Nudd, Deputy Executive Officer of Science and Policy, added that this banking is intended to maintain a regional cap on ozone precursor emissions; this is relevant where mixing and long-range transport are significant, and it does not apply to air toxics. Ms. Leong and Mr. Nudd noted that while things might change as the agency prepares a new plan for particulate matter, most new sources do not currently trigger offset requirements for PM or sulfur dioxide, for which thresholds are 100 tons per year.

Councilmember Holm asked how the CalEnviroScreen threshold used in the designation of overburdened communities is set and how often it is updated. Mr. Nudd responded that census tracts scoring at or above the 70th percentile are included, plus a 1,000 foot buffer,

and that this accounts for the higher cost of living in the Bay Area, compared to the 75th percentile; he added that this will likely be reviewed when CalEnviroScreen is updated. He added that the Advisory Council's work could inform future permitting rule revisions to better incorporate cumulative impacts, at which point the geographic definitions might be re-examined.

Clarifying Questions for Item 3B

Mr. Kevin Ruano-Hernandez, a guest from the Air District's Community Advisory Council (CAC), commended the MPCA's process for centering community. Mr. Ruano-Hernandez related that he had been recently explaining the concept of tokenism in the context of community inclusion, relating that to Mr. Bouchareb's remarks on diversification and outreach. Mr. Ruano-Hernandez asked whether similar conversations were occurring with MPCA, and whether community feedback had influenced the agency's approach or improved participants' sense that their contributions were valued.

Mr. Bouchareb replied that MPCA had prioritized community-organizing experience when hiring its outreach and engagement staff. He explained that technical meetings on rulemakings or permits tend to draw limited attendance, so the agency emphasized meeting people where they already gather. He added that statutory direction for MPCA requiring broad outreach, together with dedicated engagement staff, served as a useful backstop in MPCA's efforts to do extensive outreach and engagement. In the first half of the year, MPCA staff had spoken with roughly 2,200 people in community settings such as local events and school-district family nights, aiming to involve residents who might be affected by or benefit from the rule but would not otherwise be aware or know how to engage in the manner that experienced stakeholders already do.

Dr. Schmeltz asked whether MPCA is the entity that ultimately signs community benefit agreements (CBAs). Mr. Bouchareb confirmed that MPCA and the facility are the signatories, adding that some community members have expressed interest in being formal parties as well.

Dr. Kleinman asked whether MPCA had developed a framework for balancing the subjective and objective elements of CBAs. Chair Solomon suggested returning to that topic during the broader discussion.

Dr. Raheja inquired whether environmental stressors are ranked or weighted. Mr. Bouchareb said they are considered individually, without a formal weighting scheme. The intent was to minimize overlap among factors and avoid over-emphasizing any single issue, such as air quality.

Ms. Mayra Pelagio, Co-Chair of the CAC, noted that MPCA's process uniquely incorporates demographic criteria, specifically the proportion of non-white residents. She asked how such provisions might fare under the current federal administration. Mr. Bouchareb responded that the demographic component is defined by statute and could only be changed by Minnesota's legislature. He acknowledged broader uncertainty about

intergovernmental coordination and data availability, citing the recent removal of the federal EJScreen tool as an example.

Clarifying Questions for Item 3C, and Council Discussion

Chair Solomon invited clarifying questions and comments, beginning with Community Advisory Council (CAC) member Kevin Ruano-Hernandez. Mr. Ruano-Hernandez expressed appreciation for the presentation, noting that the discussion aligned with CAC priorities and that he continued to follow and support New Jersey's efforts.

Councilmember Raheja asked which aspects of New Jersey's cumulative-impacts initiative had faced the most significant challenges from industry. Ms. Perry responded that the strongest pushback during rule development concerned the treatment of economic impacts. Industry representatives urged inclusion of economic considerations; NJDEP had responded by clarifying that the legislature had explicitly directed that economic impacts not be a deciding factor. She added that advocacy and community support had helped to resolve that issue. Following rule adoption, she said, the primary legal challenge now concerned the "adjacency" provision (inclusion of zero-population block groups bordering overburdened communities). She advised other states to address such definitions early through legislation. Remaining legal challenges, she noted, centered on what NJDEP's attorneys viewed as well-defensible points.

Referring to the earlier staff presentation, Dr. Martien asked whether decisions under the Minnesota and New Jersey frameworks would be considered ministerial. Mr. Nudd responded that it seemed likely to strengthen the argument to say that these were non-ministerial decisions, considering how that might involve CEQA, but that there were other CEQA-related complications, such as with land-use approval. Dr. Martien invited staff guidance in formulating recommendations. Looking ahead to the workplan discussion, Mr. Nudd remarked, the workplan contained a number of high-level ideas to be explored and fleshed out, after which staff might return with recommendations.

Chair Solomon asked about the stoppage of the permitting clock in the New Jersey context and how that was playing out in practice. She observed that the approach seemed promising but potentially double-edged, balancing the need for community engagement against concerns about lengthy permitting processes. Ms. Perry said business and industry had expressed concern over extended reviews, while community members welcomed the additional time to ensure a comprehensive, meaningful, and accurate process to avoid disproportionate pollution. She noted that there is inevitably tension surrounding the duration, that the duration varies with project complexity, that no specific statutory timeframes apply to the stoppage, and that applicants can expedite review by submitting well-prepared, compliant drafts that propose control measures.

Vice-Chair Martien inquired about the requirement that permit applicants, rather than NJDEP, host public meetings; he asked whether the agency had received pushback and whether the meetings had been productive. Ms. Perry acknowledged pros and cons: requiring NJDEP to host would have been impractical given staffing constraints, while

delegating to applicants risked inconsistent public participation quality. Echoing Mr. Bouchareb's earlier point, she recommended that regulations specify participation requirements clearly but not rigidly. She emphasized the importance of consulting overburdened communities early when shaping these provisions to ensure feasibility and effectiveness. Ms. Perry offered two examples of specific provisions that, in retrospect, could have improved public participation. First, she explained that while it is difficult to mandate "intelligibility" in regulation, given varying levels of technical understanding, requiring applicants to include executive summaries might substantially enhance accessibility for community members. Second, she suggested that requirements might include provision of direct links to meeting registrations, rather than the current process in which applicants provide access only after receiving individual email requests, which may delay participation or deter interested attendees. Ms. Perry added that NJDEP provides applicants with agency-developed public participation guidance created with community input.

Council Action

No action taken.

THE COUNCIL RECESSED AT 11:08 A.M., AND RESUMED AT 11:14 A.M.

4. INTEGRATION OF CUMULATIVE IMPACTS INTO STATE ENVIRONMENTAL PERMITTING FRAMEWORKS

The Council, together with members of the Air District's Community Advisory Council, discussed developing cumulative impacts permitting protections, including policy design, decision points, and lessons learned. Researchers shared key findings from a first-of-its-kind policy review and database designed to support the integration of cumulative impacts into state environmental permitting frameworks.

Dr. Ana Isabel Baptista, Director of the Tishman Environment & Design Center, and Dr. Yukyan Lam, Research Director and Senior Scientist at the Tishman Environment & Design Center, gave the presentation *Developing Cumulative Impacts Permitting Protections – Policy Design, Decision Points, and Lessons Learned from a State-by-State Review*, including: new policy database and article; New Jersey law inspires state policymaking; common three-part structure of cumulative impacts permitting policies; policy elements – scope of protection and decision on permit; identifying environmental justice communities; cumulative impacts assessment methodology; other policy elements; and key takeaways and considerations for the Bay Area Air District.

Dr. Nicky Sheats, Director of the Center for the Urban Environment at the John S. Watson Institute for Urban Policy and Research at Kean University, gave the presentation *Bay Area Air District Advisory Council on Cumulative Impacts*, including: New Jersey EJ and cumulative impacts law; who I am and what I do; cumulative impacts; problems; relationship between cumulative impact and social/economic indicators; a preliminary screening method to estimate cumulative environmental impact; indicators; New Jersey

statewide cumulative impacts law key features; old issues - compelling public interest exception, defining an overburdened community, including permit renewals, how much pollution is enough to trigger a denial or conditions; new issues - public hearings, can existing pollution be decreased through the permitting process, new versus expansion, underregulated industry; community input is essential; environmental and public health stressors; facilities; regulations; cumulative policies for cumulative impacts; and New Jersey Environmental Justice Alliance (NJEJA) Statewide Cumulative Impacts Policy.

Public Comments

No requests received.

Council Comments

Chair Solomon highlighted a distinction noted by Dr. Sheats between “overburdened” and “disadvantaged” communities, observing its relevance to subsequent discussion. She then invited questions.

Dr. Schmeltz remarked that community benefit agreements (CBAs) can be problematic and asked about their intended role; specifically, why public-interest exceptions and CBAs arise in these types of laws. Dr. Baptista responded that, across several states, environmental justice (EJ) advocates have reported that pressure for CBAs often originates not from the EJ community but from industry groups or labor unions seeking to limit the scope of proposed cumulative-impacts legislation. She noted that these provisions are sometimes framed as compromises balancing economic and protective goals. How CBAs function, she said, seems to vary according to when they are introduced (during the legislative phase, rulemaking, or implementation) and how much influence EJ communities have in shaping the language around them. Often, she added, EJ advocates are excluded from those negotiations and may even oppose the CBAs being proposed in their name.

Mr. Ruano-Hernandez asked Dr. Sheats whether, when it comes to public hearings that industry is supposed to be running, that sound more procedural and not so participatory: are there workarounds that he has observed? Dr. Sheats offered that there had only been a few hearings to date, so he could not definitively say that they had been lacking, and there had been efforts to ensure they were working; also, there was a question of whether there were certain hearings that deserved special focus. Dr. Sheats reported that he was aware of low participation at some meetings, but that there were many potential explanations. To an extent, he stated, the law is there to ensure that communities are protected even if community members do not have time or if the meeting time is difficult. Although there was not a large enough sample yet to draw conclusions, he reiterated, concerns remained, and what had happened in the meetings so far had not allayed them.

Vice-Chair Martien invited Dr. Lam to elaborate on the role of screening tools, noting that CalEnviroScreen is used for community identification but not for assessing project impacts, whereas New Jersey’s “matrix method” serves both purposes. Dr. Lam agreed

that this distinction is important, adding that New York's law may be most comparable to California's, given its "mini-NEPA" aspect and the use of an identification tool supporting its climate law. She reframed the question as, when an identification tool does get at some of the environmental issues, whether that information should be set aside during analysis. Regarding CBAs, she clarified that she had not intended to overemphasize their role, since most state laws reviewed by the Tishman Center did not reference CBAs at all, with Connecticut as the sole exception.

Vice-Chair Martien asked about the treatment of permit renewals versus new or modified source permitting, noting that renewals had been discussed by MPCA and NJDEP but not by the Air District. Ms. Leong sought clarification from Ms. Perry on what was meant by "renewal" in the New Jersey context and its relation to Title V. Dr. Martien then asked what scoping only to Title V would entail. Ms. Leong explained that Title V permits are renewed every five years and incorporate all minor permits issued since, whereas major modifications trigger immediate updates. The New Source Review process, Ms. Leong explained, is rigorous in itself, and Title V functions simply as a centralized compilation of requirements; the only thing that might be updated there is monitoring. Ms. Leong added that the Air District has over 10,000 permitted facilities, but only 75 total major source facilities, with usually over 100 tons per year of criteria pollutant emissions, or over 25 tons per year of hazardous air pollutants (HAP) emissions. She further explained that the Air District collects annual update information every year, to keep its emission inventory current, and collects fees; this is also an occasion for the Air District to update permit conditions if applicable rules have changed.

Dr. Sheats remarked that if there is a cumulative impacts policy, then denying new permits will protect already-overburdened EJ communities from new pollution. However, he emphasized, there is too much pollution in those communities already, which is why the idea of reducing existing pollution when permits come up for renewal is attractive to EJ communities and might warrant incorporation into cumulative impacts policy.

Dr. Schmeltz asked how the US EPA's recent federal exemption for certain facilities had affected state permitting, noting that one such facility operates in Sussex County, New Jersey. Dr. Baptista responded that her organization had not received information from NJDEP on implementation but understood that these facilities remain subject to the state's EJ law.

Council Action

No action taken.

OTHER BUSINESS

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

This report was waived by Greg Nudd, Deputy Executive Officer of Policy.

6. PUBLIC COMMENT ON NON-AGENDA MATTERS

No requests received.

7. COUNCIL MEMBER COMMENTS

Councilmember Schmeltz offered items of information for the Council: first, a Health Effects Institute's Energy Report (September 2025) titled "Roadmap to Health: Assessing Adverse and Beneficial Environmental, Social, and Economic Cumulative Exposures"; second, a National Academies report release (October 9, 2025) on "State-of-the-Science and the Future of Cumulative Impact Assessment; finally a report from the EPA Office of the Inspector General indicating systematic increases in emissions when monitors go down.

8. TIME AND PLACE OF NEXT MEETING

Monday, October 6, 2025, no sooner than 1:00 p.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Advisory Council members and members of the public will be able to either join in-person or via webcast.

Adjournment

The meeting adjourned at 12:23 p.m.

Attachments

#2 – Draft Minutes of the Advisory Council Meeting of October 30, 2024

#3 – Agency Experience with Cumulative Impacts in Permitting

#4– Integration Of Cumulative Impacts Into State Environmental Permitting Frameworks

Roll Call for 1:00 p.m. meeting:

Call to Order

Chairperson Solomon called the meeting to order at 1:00 p.m.

For additional details of the Advisory Council Meeting, please refer to the webcast, which can be found [here](#). Please use the webcast's index to view specific agenda items.

Present: Chairperson Dr. Gina Solomon; Vice Chairperson Dr. Phil Martien; and Members Professor Ann Marie Grover Carlton, Dr. Stephanie Holm, Professor Michael Kleinman, Dr. Garima Raheja, and Dr. Michael Schmeltz.

Absent: Board Liaison Lynda Hopkins.

INFORMATIONAL ITEMS

2. REVIEW OF RECENT ADVISORY COUNCIL MEETINGS

Dr. David Holstius, Senior Advanced Projects Advisor, gave the staff presentation *Review of Recent Advisory Council Meetings*, including: overview and purpose; March 2024: introduction and orientation; July 2024: establishing foundations; September 2024: locating potential; and October 2024: alignment and direction.

Public Comments

No requests received.

Council Comments

Reflecting on the recap of Council work presented by Dr. Holstius and on prior meeting discussions, Chair Solomon suggested that a useful distinction could be made among three types of approaches: place-based approaches, such as those emphasized earlier in the day; broader changes to scientific methods or permitting approaches that could have more general applicability; and process-oriented changes, particularly those related to community engagement, which had been highlighted by speakers and the subject of considerable discussion. She noted that the draft workplan included examples of both the place-based and general approaches, and that pursuing them in parallel might be appropriate. While recognizing the importance of engagement and process improvements, she expressed a wish to defer that topic to Community Advisory Council (CAC) colleagues, whose expertise lies in that area, and to focus discussion on the more technical dimensions.

Introducing CAC Co-Chair Mayra Pelagio, who joined via Zoom, Chair Solomon invited reactions to the proposed framework. Vice-Chair Martien agreed that it seemed useful.

Turning to priorities, Chair Solomon recalled that previous discussions had established the need for work that is science-based, defensible, responsive to community concerns, and reasonably efficient. She invited suggestions for additional criteria.

Dr. Schmeltz indicated that it might be helpful to articulate some limitations or bounds to how the Advisory Council should be considering cumulative impacts, to support realism about what the Air District can achieve; for example, he indicated, the Air District has limits on its jurisdiction and authority. He added that there are also scientific limitations in considering cumulative impact assessments.

Dr. Raheja added that, beyond scientific and legal defensibility, the Council should consider the cultural sensitivities of proposed approaches, in relation to the different communities that comprise the Bay Area.

Chair Solomon invited comment from CAC Co-Chair Pelagio and clarified that the discussion was now turning to the draft workplan. Ms. Pelagio observed that an important question is whether CalEnviroScreen (CES) truly reflects all of the impacts that communities face. Drawing on her experience in East San Jose and input from colleagues, including other organizers, she related that CES sometimes fails to reflect the multi-layered burdens certain communities face. She expressed interest in learning more about the tools and methods being developed in other states and in exploring opportunities for collaboration to ensure CES provides adequate coverage when used to identify or analyze impacts. Chair Solomon thanked Ms. Pelagio for the comment, noting its importance in the context of the workplan and place-based approaches.

Council Action

No action taken.

ACTION ITEM

3. APPROVAL OF CUMULATIVE IMPACTS WORK PLAN

The Advisory Council reviewed and considered approving the Cumulative Impacts Work Plan developed by the Work Plan Ad Hoc Subcommittee (Martien, Carlson, Holm.) This item was presented by Vice Chair Martien.

Public Comments

Public comments were given by Charles Davidson, Hercules resident. Chair Solomon appreciated that the commenter seemed to be seeing something at the community level that the data also show, which is the fact that certain communities are much more disproportionately burdened.

Council Comments

Chair Solomon expressed appreciation for the subcommittee's work in developing the draft workplan and invited Vice-Chair Martien to present it.

Vice-Chair Martien stated that he would begin with a summary, followed by input from other subcommittee members regarding any omissions. He noted that several tables merited particular attention, as they outlined key options for the Council's consideration. Chair Solomon agreed, identifying Tables 1 and 2 and their corresponding entries in the Appendix as central to the discussion. Vice-Chair Martien requested that the workplan be displayed on screen to facilitate comments that could inform revisions for the upcoming December meeting.

Recalling the earlier presentation by Dr. Holstius, Vice-Chair Martien recollected that the subcommittee had been formed in October 2024 to develop a draft workplan from an initial outline. He described the document as a "living" framework, subject to revision as needed, and serving as a blueprint to guide the Advisory Council's development of written recommendations through the three steps identified in prior discussions: identification, assessment, and action. He reminded members that the Council's written recommendations would ultimately be delivered to the Air District's Board of Directors.

Vice-Chair Martien explained that the subcommittee aimed to make the workplan concise and accessible, with more detailed material placed in the Appendix. He then reviewed each section of its main body. The *Background*, he said, provided relevant definitions, summarized challenges associated with incorporating cumulative impacts into regulatory processes, and reviewed historical progress. It also described existing efforts to reduce cumulative impacts, some of which had been presented earlier in the day, as well as current Air District programs and their alignment with the Strategic Plan and the 2024 *Call to Action* document. The *Methods* section, he continued, outlined approaches for maintaining a collaborative and transparent process, an emphasis echoed throughout the Council's prior deliberations. The *Roles and Process* component specified how the Advisory Council was to work internally, coordinate with staff, engage community members, and collaborate with the Community Advisory Council (CAC). While aspirational in parts, he said, these descriptions set helpful expectations. The *Products and Timeline* section specified goals and deliverables. In addition to written recommendations, Vice-Chair Martien noted, it contained the key findings already developed and discussed in July 2024, as well as records of meetings and deliberations.

Vice-Chair Martien emphasized that the workplan contained an extensive focus on permitting but also pointed to other areas for consideration within the Appendix, ensuring a record of broader topics would remain available for future exploration. Finally, he noted that the draft workplan set the end of 2026 as the target date for delivering final recommendations to the Air District's Board of Directors.

Turning to page 6 of the draft workplan, Vice-Chair Martien highlighted the sections outlining options for assessment and action, summarized in Tables 1 and 2. He observed

that the first four items in Table 1 correspond to the broader approaches previously described by Chair Solomon, in that they did not require a place-based framework or elements thereof. The remaining items, he said, appeared more directly related to place-based approaches. He noted Table 2's enumeration of potential actions to reduce cumulative impacts, with supporting details provided in the Appendix. He then referred to Table 3, which presented key steps and an accompanying timeline. Some steps, he explained, were already complete or underway. As an example, efforts to seek collaborators were advanced by his May presentation to the Community Advisory Council (CAC) and by the subsequent expression of interest from CAC members Ms. Pelagio and Mr. Ruano-Hernandez. And, on September 30, the Advisory Council subcommittee had held a joint Zoom call with them, during which both offered valuable ideas and feedback.

Vice-Chair Martien noted that Step 2 in Table 3 corresponded to the morning's meeting, and that the Council was now engaged in Step 3. Step 4, he said, was less clearly defined, but a period between the current meeting and the upcoming December 8 session was envisioned, for members to review and refine the draft workplan in light of the day's presentations and discussion. He encouraged members to bring edits or suggestions that could be shared with staff in advance, adding that the forthcoming National Academies report on cumulative impact assessment might provide helpful additional context. Finally, Vice-Chair Martien explained that Step 5 indicated a time at the December meeting for gathering ideas to support the Council's recommendations. While final recommendations were unlikely to be completed by that date, he said, it could be valuable to spend time summarize key insights and themes to pass along to the next term of the Advisory Council.

Councilmembers Dr. Holm and Councilmember Carlton expressed agreement with the discussion and thanked the members of the CAC for their constructive feedback during the September meeting with the Advisory Council subcommittee. Vice-Chair Martien asked whether it would be an appropriate time to summarize that feedback.

Chair Solomon commended the quality of the draft workplan and invited CAC Co-Chair Pelagio to offer additional remarks, recalling Ms. Pelagio's earlier observation that CalEnviroScreen (CES) does not necessarily capture all communities in the Bay Area experiencing cumulative impacts.

Ms. Pelagio noted that CAC member Mr. Kevin Ruano-Hernandez had shared several points with which she concurred. One, she said, concerned Table 2 and the topic of community benefit agreements (CBAs): ensuring that community members are contacted from the very beginning of the process is crucial, and even now, if there were a set of people to ideally be engaged, she stated that would be important. She asked whether Dr. Martien recalled anything else.

Vice-Chair Martien recounted four principal themes he recalled from the CAC's feedback. First, while the subcommittee had aimed to make the workplan accessible, CAC members indicated that it remained too technical, and that perhaps a Glossary, brief section summaries, or even a PowerPoint version could help communicate its content more

broadly. Second, CAC members had recommended including specific and concrete examples to illustrate what certain proposed actions might entail. While it was challenging to do that now because the ideas were still high level, Dr. Martien continued, it was agreed that providing tangible examples would be helpful. Third, the CAC had emphasized the importance of clear timelines and accountability mechanisms. Finally, members had observed that the details of community representation were still somewhat vague and needed improvement.

Ms. Pelagio agreed that this aligned with her recollections of the September meeting.

Chair Solomon recalled the three-part framework offered earlier: place-based; general; and procedural. She emphasized her interest in general approaches that would integrate the concept of cumulative impacts throughout the permitting process. Such approaches, she observed, need not vary by location, since cumulative impacts can occur anywhere.

Referring to the CAC's earlier feedback on CalEnviroScreen (CES), Chair Solomon noted that the main issue may not lie with the tool itself but rather in the way policymakers apply it, using a "bright-line" approach that classifies areas as either in or out. The use of strict thresholds, she said, can exclude communities that experience real cumulative impacts but fall just below a cutoff. In that context, she expressed particular interest in exploring the first three items in Table 1. She highlighted the second item in Table 1, concerning the summation of non-cancer impacts across multiple target organ systems, and said she appreciated being made aware of the recent work by Dr. Keeve Nachman and colleagues on that topic. She regarded these items as potentially actionable and invited comment, encouraging members to consider them against the criteria of legal and scientific defensibility, responsiveness to community concerns, and feasibility.

Councilmember Raheja inquired about item IA-3, noting that legal challenges can arise, regardless of whether "reasonable assumptions" are believed by the Council to be justifiable or have precedent in similar work. Chair Solomon invited comment from staff, noting that she had heard extensively from many communities that emissions on startup and shutdown, or accidental releases, were not considered. This was a constant source of frustration to them, and scientifically to her as well, since such events can contribute substantially to total emissions.

Greg Nudd, Deputy Executive Officer of Policy, responded that, as overall context, staff and counsel had reviewed the items and found them appropriately high-level to merit further exploration, though not specific enough to identify particular legal challenges at this stage. Regarding IA-3, he said there was more of a practical concern, since it was not work routinely done by the Air District. While it is possible to estimate what those emissions and what their impacts would be, he explained, the uncertainty range would be high. He suggested that a systematic approach might be needed for certain classes of facilities. Large facilities might merit more bespoke analysis, which might be done somewhat in advance, but could also involve iterations with industry. Whenever one is in a situation where reasonable people can make different assumptions, Mr. Nudd continued, it can become difficult to settle the final number.

Vice-Chair Martien agreed, noting that while historical data can help characterize startup and shutdown activity at existing facilities, predicting emissions for new or modified sources without operational history is more complex. At the same time, he could see that it would probably not be zero, so that having some estimate seemed reasonable, and that it would be helpful to work with staff to see how realistic this might be.

Councilmember Holm suggested that item IA-3 might also be a logical place to incorporate Councilmember Schmeltz's earlier point regarding the likelihood that emission increases occur during periods when monitoring is limited or absent.

Dr. Schmeltz connected IA-3 to IA-1 in terms of accounting for background concentrations and exposures. He reiterated his earlier comment about the limitations of available datasets and emphasized that many types of data could inform understanding of background exposures, whether indoors or outdoors, that were related to health outcomes. He asked whether the Council intended to limit its scope to outdoor exposures or to consider a broader range. It is important, he continued, to look far and wide for various data sources that could help identify background exposures in different types of communities.

Regarding IA-1, Chair Solomon remarked that accounting for background concentrations makes strong scientific and intuitive sense. Regardless of location, she noted, no one breathes pure air except for emissions from one source; there is always an underlying background level, and this varies by community. She suggested that considerable information about this is currently offered by the Air District's monitoring network, at least for criteria pollutants and some air toxics. She concluded that it was difficult to justify why that would not be taken into consideration, and she agreed with this item being at the top of the list.

Councilmember Holm added that incorporating IA-1 into a non-place-based approach might also help address concerns raised by Ms. Pelagio regarding communities not identified by CalEnviroScreen. Chair Solomon agreed.

Vice-Chair Martien commented that the way hazard indices are developed assumes a background concentration, yet it is treated as an increment, like cancer risk.

Chair Solomon expressed less enthusiasm for item IA-4, noting that un-inventoried emission sources conceptually overlap with the idea of background concentration but may be more difficult to address in practice. This was owing in part to questions about what would count as an emission source, and the extent to which the Air District would need to find them, which might be easier in areas where more information has been developed, such as in AB617 communities, but more difficult in other places.

Councilmember Holm noted that one advantage of item IA-4 was its acknowledgment of sources that may be recognized but with uncertain details: for example, in terms of compounds that cannot yet be measured adequately.

About IA-4, Vice-Chair Martien offered that one idea had been to capture un-inventoried sources, or pollutants not considered toxic in the context of new or modified permits, but that probably are toxic. He wondered if there could be a way to account for the things that are likely indicated by more general knowledge about a sector or certain types of permits, but that nevertheless do not appear in an emission inventory. Developing this approach, he added, would likely require close consultation with Air District staff.

Councilmember Kleinman observed that many small sources fall below regulatory thresholds yet may contribute meaningfully to cumulative impacts, compounding existing regional background levels. As an example, he mentioned backyard barbecue pits: minor, unregulated emitters that could nonetheless be estimated collectively.

Vice-Chair Martien clarified that the focus of IA-4 had been somewhat different: more in terms of new permit applications, where there may be some emissions that the Air District has not estimated, but they are associated with a permitted source. He posed the question of whether past encounters with un-inventoried sources at facilities could be applied in the context of new sources, informing future estimates of likely un-inventoried emissions.

Chair Solomon remarked that she had heard two slightly different interpretations of IA-4: one addressing additional nearby sources, and another focusing on uncharacterized hazards from the same source. She suggested that clarifying this distinction in the description of IA-4 would be helpful.

Chair Solomon turned to item IA-2, noting that a new methodology described in a May 2025 publication, and an accompanying dataset of information covering the full suite of compounds assessed, appeared to offer a promising and publicly available resource. She summarized the paper's central finding: under the traditional method for developing a hazard index, only the most sensitive target organ for each compound is considered, while other organs affected by the same compound are disregarded. The new approach, by contrast, sums the toxic effects across all affected organ systems for each relevant compound.

Chair Solomon emphasized that this approach made strong scientific and intuitive sense, and that she had initially expected it to be technically challenging to implement, but the published work demonstrated that could work and was worth exploring. She described it as an important correction to a longstanding gap in risk assessment practice, observing that the researchers found substantially higher combined effects of volatile organic compounds (VOCs) compared to results derived from the traditional method. Because the new approach could be applied broadly to any site or permit, she expressed enthusiasm for pursuing this item and invited feedback from Council members.

Councilmember Holm voiced her support for the proposal. As a pediatrician, she said, she appreciated the broader scope across organ systems but noted that the method did not explicitly account for particularly sensitive receptors, such as children, who are more susceptible for behavioral, physiological, and other reasons.

Councilmember Schmeltz observed that traditional assessments rely heavily on animal models and noted that newer work increasingly employs computational toxicology. He asked whether there were any issues that might preclude relying on such methods, given their potential to accelerate the derivation of reference concentrations.

Chair Solomon responded that the authors had used standard points of departure from the Agency for Toxic Substances and Disease Registry (ATSDR) and the U.S. EPA whenever available, along with established reference concentrations. In cases lacking such data, they applied new approach methodologies (NAMs) and predictive modeling to generate equivalent values. She acknowledged that these predictive methods are not peer-reviewed in the same manner as reference concentrations but follow standard conventions for applying interspecies and intraspecies uncertainty factors and other established procedures.

Chair Solomon clarified that the authors had used standard points of departure from the Agency for Toxic Substances and Disease Registry (ATSDR) and US EPA when available, and reference concentrations where available, but that in many cases they were using new approach methodologies (NAMs) and predictive data to generate numbers. She acknowledged this had not involved peer review in the same way that typical derivation of a reference concentration would, but that the approach was not unusual, and followed standard conventions for uncertainty factors.

Vice-Chair Martien noted the footnotes in Appendix C, on page 17, which describe the ongoing development of these NAMs to modernize risk assessment. He remarked that tracking such advances could enable the Air District to strengthen future non-cancer risk evaluations.

Before moving on to discussion of place-based approaches, Chair Solomon invited additional comments from CAC Co-Chair Pelagio. Ms. Pelagio declined but expressed appreciation for the discussion.

Vice-Chair Martien drew attention to the potential role for $PM_{2.5}$ in non-place-based assessments. While $PM_{2.5}$ was addressed under options for actions (Table 2), he noted, it was not addressed under options for assessments. He reminded the Council that previous iterations of the Advisory Council had examined $PM_{2.5}$ extensively in relation to local exposure increments and associated health risks. Chair Solomon agreed that $PM_{2.5}$ could certainly fit and be relevant.

Summarizing the discussion to that point, Chair Solomon observed broad support for further developing and operationalizing items IA-1 through IA-4, with the previously noted caveats regarding IA-4. She remarked that the items collectively address community concerns and, after considering their feasibility and scientific and legal defensibility, recommended that the Council move forward, noting apparent agreement among other Councilmembers while acknowledging that a broader discussion would still be appropriate.

The discussion then shifted to place-based approaches. Chair Solomon observed that many other states are advancing such approaches and that the Air District should consider them as well. She reiterated, however, the caveats voiced by CAC colleagues in terms of exclusively leaning into a purely place-based approach like Minnesota's or New Jersey's without complementary efforts. Either the definition of designated areas should be re-examined, she said, which would constitute a significant undertaking, or place-based methods should be viewed as a complementary component, not a sole approach. Referring to Table 2, Chair Solomon noted that many of its elements could be implemented through a place-based approach. Vice-Chair Martien concurred.

Reflecting on the remaining items in Table 1, Chair Solomon said she was pleased that health impact assessments (IA-7) were included for completeness but noted that, given their complexity and duration, they may not be the most efficient tools for addressing the Air District's current challenges. Vice-Chair Martien agreed that their inclusion was primarily for completeness. Continuing on, Chair Solomon characterized IA-7 and IA-8 as primarily process issues, not necessarily changing the outcome per se, but important. She regarded IA-6, concerning histories of odor, flaring, accidents, histories of violations and so forth, as primarily place-based, and deserving of consideration.

Vice-Chair Martien reflected that the morning's presentations on place-based approaches had suggested some flexibility in how affected communities might self-identify. He raised the question of what a process for demonstrating community concerns could look like. As an example, he referenced CAC Co-Chair Pelagio's mention of East San Jose, where proximity to an airport results in lead emissions not captured in CalEnviroScreen, which considers lead exposures related to housing. While acknowledging concerns about open-endedness, he suggested that an approach combining CalEnviroScreen data with community self-identification could be promising, in the context of what other states were doing.

Councilmember Carlton recalled the handling, in New Jersey's approach, of "adjacent" block groups. Chair Solomon noted that the Air District includes a 1,000 foot buffer around designated tracts. Mr. Nudd stated that there are some obvious problems, where CalEnviroScreen may not provide a score in the absence of data for some components, a case in point being a particular tract in Bayview-Hunters Point. He also noted that while no one resides on Port of Oakland property, it can still be considered part of that overburdened community.

Councilmember Schmeltz agreed with Dr. Martien on the importance of a means for community input into designations. Having worked with vulnerability mapping for a long time, he noted, one of the major place-based approaches is that data collection systems have already been designed without community input, and now those systems are being used again, to identify place-based vulnerability without community input. He characterized this as a "double flaw," again emphasizing the importance of incorporating community-driven data and community-driven identification in any place-based cumulative impacts assessment.

Councilmember Holm stated that she shared the concern that communities not identified by rigid criteria should still be identified, but that putting an onus on those communities would constitute an additional burden.

Chair Solomon agreed, noting that some communities may lack the political resources or organizational capacity to raise their concerns, or may be preoccupied with other pressing stressors. As a result, they could remain unrecognized. Conversely, she observed, other communities with greater resources and greater voice might more readily draw attention to their issues: for instance, a Marin County community that has voiced concerns about woodsmoke exposure. While such a community may indeed face cumulative impacts from woodsmoke, she questioned whether it should be designated as an overburdened or environmental justice community. This “squeaky wheel” dynamic, she said, highlights the absence of a perfect tool for identifying affected places and the tradeoffs inherent in refining such tools. She added that despite its limitations, CalEnviroScreen has proven useful for identifying many communities and making progress.

Councilmember Raheja proposed that while the Council may not be able within the next year to define all the characteristics that make a community overburdened, it could initiate that effort and establish an iterative process. Annual updates, she suggested, could incorporate community input and evolving understandings of what it means to be overburdened, reflecting the changing conditions of the Bay Area. Such a process would provide a structured, progressive alternative to ad hoc or case-by-case determinations.

Vice-Chair Martien commented that although he found the lack of generality in place-based approaches somewhat unsatisfying, two factors weighed in their favor. First, every other state that has enacted cumulative impacts legislation has employed a place-based framework; second, how to account for all of the impacts known to be important, including non-chemical stressors, was an open question. He suggested that the Council might explore whether sufficient studies exist on differential air pollution impacts to support development of an alternative scoring system based on available population data. Even so, he said, place-based approaches offer practical value by bundling multiple known factors into a single framework, serving as an effective representational “shortcut.”

Chair Solomon offered another possibility, observing that several items in Tables 1 and 2 are inherently place-based but need not depend on a binary inclusion or exclusion under CalEnviroScreen. These included IA-6, regarding flaring and histories of accidents, which is place-based but would not necessarily need to be carried out only in certain communities; similarly, considering facility compliance history (as in IA-5) or focusing on near-source PM_{2.5} (as in AC-6) can be done anywhere; further, Rule 11-18 (AC-9) is not restricted to certain communities. Dr. Solomon suggested that certain communities could serve as starting points for such approaches, with subsequent expansion to more areas.

Councilmember Holm agreed that it would be prudent to develop recommendations combining both place-based and broader methods. The latter, she said, are less likely to overlook impacted areas, while history demonstrates that the failure to identify especially overburdened communities has contributed to current inequities. Councilmember

Schmeltz concurred, adding that a “CalEnviroScreen plus” approach could provide a practical way to move forward.

Chair Solomon asked whether the Council was prepared to approve the draft workplan with the understanding that it remained a living document, open to continued refinement and expansion.

Councilmember Kleinman reflected on the potential for addressing permit renewals in overburdened communities, as referenced in AC-1, which proposed lower thresholds for Best Available Control Technology (BACT) in such areas. He observed that applying this concept to BACT determinations would be challenging but noted that, recalling the non-degradation context, renewals or modifications of existing permits present opportunities for meaningful improvement.

Councilmember Holm drew attention to Table 2, specifically regarding community benefit agreements (AC-10). She recalled that several speakers had emphasized that benefits should extend beyond the economic sphere and suggested that language to that effect should perhaps be explicitly incorporated into the workplan. Chair Solomon agreed, remarking that in her experience, planting trees in compensation for increased carcinogenic emissions did not necessarily seem like a good tradeoff. She shared her longstanding reservations about CBAs but acknowledged that, when carefully structured, they might be mutually beneficial. However, she emphasized that any such agreements must be approached thoughtfully and that it should be made clear that economic benefits alone were insufficient.

Councilmember Raheja asked whether the recommended changes were to be implemented all at once or as a series of incremental changes, and whether that structure should be reflected in the written workplan. Councilmember Holm asked if this referred to prioritizing the order of recommendations. Councilmember Raheja clarified that she was referring to prioritization in terms of development, implementation, and enforcement. Both Councilmember Holm and Chair Solomon expressed support.

Chair Solomon added that she encouraged giving high priority to several of the non-place-based items for further exploration at the next meeting, while acknowledging the continued importance of the place-based elements. She then invited Councilmembers to identify any specific items they viewed as especially high priority.

Vice-Chair Martien noted that the lists of options were intentionally broad, encompassing measures observed in other jurisdictions, such as community benefit agreements, without implying strong endorsements. He expressed support for prioritizing items as a group rather than individually.

Chair Solomon clarified that no items were being removed from consideration at this meeting; all would remain part of the workplan. However, she indicated, identifying a set of high-priority items would provide valuable guidance to staff as the work progressed.

Mr. Nudd thanked the Chair and, noting that some suggestions would change the standard risk methodology that OEHHA has developed, invited the Council to consider offering recommendations on related items that could be packaged up and taken to OEHHA. He expressed that this would constitute a helpful early deliverable from the Council.

Councilmember Schmeltz asked how the Air District intended to evaluate the outcomes of cumulative impact assessment efforts: for example, in terms of changes in permitting activity, improvements in health outcomes, or progress on process-related goals. He observed that while the overarching objective is to protect communities, specific metrics for assessing success had not yet been clearly identified. Without requiring that immediately, he suggested that it would be helpful for the Council to consider, sooner rather than later, what its initial recommendations were ultimately working toward.

Vice-Chair Martien asked whether Dr. Schmeltz was encouraging clarification of the Advisory Council's goals, or seeking comment from staff on how they would weigh the Council's recommendations.

Chair Solomon clarified that the question concerned how the Council itself might evaluate success in reducing cumulative impacts. From her perspective, there was a good deal of emissions inventory data and air quality monitoring data. She expressed a desire to see improvements over time in terms of reductions in emissions and air quality concentrations, especially in the most overburdened communities in the Bay Area. If steeper improvements were observed in those areas over time, she said, that would constitute success. Evaluating health outcomes, she added, would be more difficult due to noise in those data, suggesting that the Air District's exposure and emissions data should remain a primary focus.

Councilmember Holm proposed that the Council's final recommendations include a process-oriented element outlining how success could be measured and what key metrics should look like. Chair Solomon agreed.

Chair Solomon then noted that since the Council's last meeting, the Office of Environmental Health Hazard Assessment (OEHHA) had appointed a new Director, Dr. Kris Thayer. She suggested that the Council should meet with Dr. Thayer soon and possibly invite her to speak at the December meeting. Chair Solomon remarked that Dr. Thayer would bring substantial relevant expertise and that presenting her with a focused set of questions would be valuable, consistent with OEHHA's important role as a partner in making progress.

Councilmember Raheja observed that IA-8 had not been extensively discussed, and re-emphasized its importance regardless of the place-based distinction. Chair Solomon agreed, noting that while community participation was more central to the expertise of the Community Advisory Council, it remained non-negotiable and should be underscored by the Advisory Council as well.

Mr. Brian Case, Air District counsel, offered a suggestion with regard to IA-3, to create clarity in the record: the text contained in the draft workplan read “[i]nclude emissions associated with startup, shutdowns, and accidental releases.” He suggested that the intent might be better reflected by “more extensively include emissions associated with startup, shutdowns, and accidental releases” since such emissions are already considered.

Ms. Leong, Director of Engineering, added that accidental releases are hard to quantify ahead of time, but that startup emissions are quantified and limited when predictable. For example, if a facility knows it will cycle a boiler five times per year, and the emissions are higher at startup, the Air District will cap the emissions at startup at a higher level, quantify them, and count them toward an annual emission limit; the same is done for refineries when they are predictable, and the Air District will try to restrict and quantify said emissions whenever it can. Ms. Leong also offered the example of a power plant’s commissioning, which is somewhat longer and is a context for which separate BACT limits exist.

Vice-Chair Martien thanked staff, noting that he had not been aware of those practices and asking for suggested revisions to clarify the intent. Mr. Case restated the proposal to add “more extensively” to IA-3. Chair Solomon suggested “more completely include emissions associated with” or a similar phrasing.

Vice-Chair Martien remarked that, given the number of desired edits, it would be important for the Council to capture as many revisions as possible before the next meeting, with the understanding that additional refinements could continue as discussion and learning progressed. Chair Solomon agreed, indicating that the purpose of voting on and approving the workplan document included recognition that it was a living document, reflecting the Council’s current thinking and direction while authorizing further exploration.

Chair Solomon then recognized CAC Co-Chair Pelagio. Ms. Pelagio expressed enthusiasm for the progress made on the workplan and support for recognizing it as a living document. She asked whether there was guidance on how often such documents should be revisited, noting earlier comments about the importance of ensuring continued impact. She also inquired whether, following approval, there would be further opportunities for collaboration between the Advisory Council and the CAC in developing the identified areas and recommendations, perhaps with a timeline for revisiting the document, such as by October 2026.

Chair Solomon responded that the workplan would be revisited at the next meeting, in December 2025. By that time, she said, a revised version would reflect the day’s discussion, incorporate minor corrections, and include more developed concepts for how to advance specific items that were discussed; this would support Council deliberations on feasibility of implementation, though this would also require more information from staff.

Vice-Chair Martien suggested three items for clarification in preparation for the December meeting. First, he noted that during the September meeting between the Advisory Council subcommittee and CAC members, participants had expressed a strong interest in continued collaboration. Reflecting that ongoing partnership in the *Timelines* section, he said, would be helpful. Second, he observed that while a revised version of the workplan would be presented at the December meeting, further revisions beyond that point were foreseeable. Third, he sought guidance on when the Council should think specifically about rating or prioritizing individual items, and specifically whether that discussion should occur at the December meeting or begin sooner.

Councilmember Holm recommended beginning some prioritization at the current meeting, suggesting that subsequent work would benefit from establishing focus areas early.

Chair Solomon acknowledged that beginning prioritization immediately would likely extend the meeting beyond its scheduled 3:00 p.m. adjournment but sought input from members on continuing. Seeing general agreement, she proposed to proceed no later than 3:30 or 4:00 p.m. Vice-Chair Martien suggested calling for formal approval of the workplan first and then continuing with the prioritization discussion while quorum remained. Chair Solomon agreed.

Chair Solomon clarified that the vote would be limited to Advisory Council members and invited a motion to approve the workplan with the caveats discussed: namely, that further refinements and edits would be incorporated moving into the implementation phase, and that approval at this stage signified the Council's readiness to advance the workplan toward execution.

Council Action

Dr. Kleinman made a motion, seconded by Councilmember Carlton, to **adopt** the proposed Cumulative Impacts Work Plan developed by the Work Plan Ad Hoc Subcommittee, with caveats and with the understanding that the subcommittee would recommend further refinements. and the motion **carried** by the following vote of the Council:

AYES:	Carlton, Holm, Kleinman, Martien, Raheja, Schmeltz, Solomon.
NOES:	None.
ABSTAIN:	None.
ABSENT:	Hopkins.

After the motion was passed, the Council prioritized (up and down) elements of the work plan for the subcommittee's further development.

Chair Solomon commended the subcommittee for its work and transitioned the discussion to prioritization. Councilmember Holm suggested using the three-part framework proposed earlier (place-based, non-place-based, and process-oriented) as an organizing structure, and within each, coming to some agreement as to the highest-priority items.

Chair Solomon concurred and recalled three criteria for prioritization: scientific and legal defensibility; responsiveness to community concerns; and feasibility. Considering these, she said, she had mentally categorized some items as receiving “three pluses,” others as mixed or uncertain, and some as lower priority, and she suggested that the Council apply this process as a group.

Addressing the question of practical implementation, Mr. Nudd encouraged the Council to reflect on prioritization within the population of permitting actions. He recalled that the scope in New Jersey had been restricted to Title V facilities, and noted that Title V facilities are not necessarily the highest-risk facilities in communities from a cumulative impacts standpoint. When thinking about practical applicability, he continued, what may be practically applicable to a subset of permitting actions may not be practically applicable to the ten thousand renewals that the Air District processes every year.

CAC Co-Chair Pelagio noted that she needed to depart and thanked the Council for their time spent diving deeply into the issues. She expressed hope that collaboration between the CAC and the Advisory Council would continue through December, with opportunities for CAC members who would want to participate in prioritization. Chair Solomon thanked Ms. Pelagio for her time and emphasized the value of her contributions.

Turning to the items in Table 1, Chair Solomon began with item IA-1 (“non-zero background”), which she characterized as a “triple-plus” item, and noting the need for collaboration with OEHHA. She rated Item IA-2 (“sum of hazard indices”) a double-plus, owing to its strong scientific foundation and responsiveness to community concerns, while expressing uncertainty about feasibility, particularly given its reliance on new approach methodologies and non-standard reference concentrations. For IA-3, she noted that she had originally rated it as a triple-plus, but having heard that some of it was already incorporated, she was less certain about the last plus, in terms of efficiency; given questions about bringing historical accidental release data to bear, or additional things regarding startup and shutdown, it would need to be a follow-up conversation.

In terms of place-based options, Chair Solomon noted some scientific concerns had been raised, yet that CalEnviroScreen and other tools had been widely used for some time; at the same time, though mapping tools responded to community concerns, community concerns about the tools remained. About other stressors (IA-6), Dr. Solomon characterized the scientific foundation as mixed (“plus/minus”), noting that a case can be made for odor as a health issue, and that a history of violations should be considered relevant; it was clearly responsive to community concerns, and also seemed implementable. She regarded health impact assessment (IA-7) as “yes-yes-no”; community participation (IA-8) she regarded as a given.

Vice-Chair Martien expressed general agreement with Chair Solomon’s assessments and sought clarification on her ratings of IA-3 and IA-4. Chair Solomon responded that she had rated IA-3 as a triple-plus but wanted to learn more given the new context supplied by staff about existing practices. She stated that she had rated IA-4 as “plus-plus-question

mark” owing to uncertainty about feasibility, and that it might benefit from being reworked into two ideas.

Councilmember Schmeltz remarked that, particularly in relation to IA-1, he had intended to ask during the morning’s session why Minnesota and New Jersey selected the specific indicators used in their cumulative impact assessments. He suggested that a similar question could be directed to OEHHA: namely, why certain indicators were chosen for CalEnviroScreen and whether other potential indicators relevant to background exposures might be identified and incorporated in a cumulative impact assessment.

Chair Solomon agreed that time constraints had limited such questions. She added that she would have liked to ask the Minnesota and New Jersey representatives whether they were receiving significant feedback from communities that believed they should have been included but were not. She surmised that New Jersey likely was, given its mention of community self-identification as an emerging priority.

Drawing on her experience in the development of CalEnviroScreen, Chair Solomon noted that the addition, removal, or substitution of individual indicators generally had not produced major differences to CalEnviroScreen, with overall spatial patterns remaining largely consistent. She observed that both Minnesota and New Jersey included race as an indicator in their screening tools, and that race had also been included in the original CalEnviroScreen (version 1.0) but was removed in version 1.1 for a variety of reasons, and though there had been concern about removing race for an EJ screening tool, in fact removing it did not really change the maps. Similar to what Dr. Sheats had shown in his data for New Jersey, Chair Solomon indicated, when one looked at the impacted communities, and the racial makeup of those communities, one found that they were the same EJ communities. Even though CalEnviroScreen is “race-blind,” she continued, it is still identifying communities that have suffered from decades of racism and environmental injustice.

Vice-Chair Martien agreed, noting that because CalEnviroScreen contains many correlated indicators, it is relatively insensitive to the removal of any single one. While some edge cases do shift, he said, the overall identification of impacted areas tends to remain stable. He added that differences can emerge depending on percentile cutoffs, such as using the top 25 versus top 30 or 35 percent. Reinforcing Dr. Schmeltz’s earlier point, he emphasized that community input into such threshold and indicator decisions could be an important component as the Council evaluates place-based tools.

Chair Solomon asked whether the workgroup had received the input it needed or if an assessment of Table 2 would be helpful for determining next steps.

Councilmember Holm responded that she had heard general agreement regarding the non-place-based options, with IA-1 being high priority, as well as support for expanding community representation. However, she said she was not yet certain which place-based options should be identified as the highest priorities.

Vice-Chair Martien noted that an open question was whether the Council wanted to think about PM_{2.5} in the assessment approaches, or simply in a place-based context, as an action. He pointed out that “limits on near-source PM_{2.5}” appeared via AC-6 [Table 2], but that there was no mention of PM_{2.5} in the impact assessment options [Table 1]. He asked whether the Council found this acceptable and, given the work of the previous Advisory Council, whether it would be desirable to include an assessment item focused on localized PM_{2.5} exposure, perhaps in connection with new permit applications.

Councilmember Holm asked Vice-Chair Martien whether, for an item like IA-1, PM_{2.5} should explicitly be called out as part of the prioritization as opposed to part of the process of developing priorities.

Vice-Chair Martien clarified that Tables 1 and 2 served distinct purposes, with Table 1 addressing impact assessment and Table 2 addressing actions. He asked whether the Council should include a specific recommendation on how PM_{2.5} impacts are to be assessed.

Chair Solomon responded that the Council had broken important ground on PM_{2.5}, which is a critical pollutant in the Bay Area, and reminded the group that the Council had made strongly worded recommendations to the Board and the staff about prioritizing PM_{2.5}. She emphasized that PM_{2.5} should be critical for the cumulative impacts discussion, cutting across both place-based and non-place-based approaches. Therefore, she concluded, it need not stand as a separate item in Table 1, but should be integrated into the consideration of IA-1 (“background”) and related elements where its relevance is already implicit.

Chair Solomon observed that several items in Table 2 appeared more engineering-oriented than would fall within her own expertise. For instance, decisions about thresholds for applying BACT or TBACT would be better guided by engineering staff. Nonetheless, she noted that these seemed feasible for staff to implement if the Council provided recommendations along those lines.

Vice-Chair Martien noted concerns about community benefit agreements (AC-10) and asked whether the Council should note caveats, for example, clarifying that benefits should not be limited to economic considerations. He also asked whether there were any items the Council wished to de-emphasize in a revised version for December.

Chair Solomon stated that she was not inclined to support imposing CEQA requirements specifically on communities within CalEnviroScreen-identified zones, as appeared to be suggested by AC-3. She questioned whether such an approach would ultimately be beneficial or would simply add procedural complexity, while noting that she was not a CEQA expert and expressing a desire to hear from others.

With the Chair’s permission, Mr. Nudd explained that the Air District sets significance thresholds for air quality impacts in CEQA, which local governments use in determining whether a full CEQA analysis is required, though they may still approve a project that

exceeds those thresholds. If the Air District were to lower thresholds in communities determined to be more vulnerable, he indicated, it might influence the land-use decisions that underly siting decisions for many industrial facilities, or at least would compel deeper consideration by local governments. Chair Solomon found this interesting and asked whether it would be most helpful for new facilities. Mr. Nudd indicated that it would.

Chair Solomon remarked that it was difficult to identify items to de-emphasize. Vice-Chair Martien agreed, saying that items could continue to be developed further unless they raised significant concerns.

Chair Solomon commented that she wished to positively emphasize AC-9, noting that Rule 11-18 had represented a significant effort to advance environmental justice goals. Although it had not yet achieved all that had been hoped, she was not ready to set it aside and encouraged renewed attention to strengthening its effectiveness. Vice-Chair Martien invited comment from Mr. Nudd, observing that the Appendix referenced ongoing rule-development efforts and progress related to Rule 11-18, and that the Council might consider recommending support for those initiatives. Mr. Nudd responded that related amendments were currently out for public comment, with the comment period closing on October 13. He explained that the current phase of this work focused on streamlining and accelerating the process to get to emission-reduction plans, with a subsequent phase expected to examine rule stringency and health protectiveness.

Councilmember Holm suggested that the Council might de-emphasize AC-4 (“enhanced public engagement”). While she supported the principle, she suggested spending less energy on AC-4 could be warranted given the extent of “notification fatigue.”

Chair Solomon asked whether the lower risk thresholds mentioned in AC-8 already existed to some extent, for cancer risk. She suggested de-emphasizing AC-8, and indicated that changing the overall approach to hazard indices (as in IA-2) would be preferable to having numeric thresholds that varied by location.

Chair Solomon observed that “shifting the burden of proof” could require statutory action, and considered that it might be easier said than done. Vice-Chair Martien agreed and clarified that the current version of AC-11 had been retitled in Table 2 as “[p]rohibit select category of permits” and rewritten as “[p]rohibit some permit types in overburdened communities.” This revision, he said, reflected recent discussions within the subcommittee to improve clarity.

Regarding AC-8, Vice-Chair Martien explained that the subcommittee’s intent had been aimed toward the provision of additional justification to support the lower cancer-risk limit of six in one million for overburdened communities, or alternatively, whether it would be appropriate to lower the limits for acute or chronic hazard indices. He added that he would look to staff to see whether stronger support for the current risk threshold would be useful; if not, the Council could focus on evaluating lower limits for hazard indices under AC-8.

OTHER BUSINESS

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

Mr. Nudd provided a status update on various Air District permitting regulations, including the permitting backlog and the Board's desire to address the efficiency of the permitting process.

5. PUBLIC COMMENT ON NON-AGENDA MATTERS

No requests received.

6. COUNCIL MEMBER COMMENTS

None.

7. TIME AND PLACE OF NEXT MEETING

Monday, December 8, 2025, at 10:00 a.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Advisory Council members and members of the public will be able to either join in-person or via webcast.

Adjournment

The meeting adjourned at 3:27 p.m.

Attachments

#2 – Review of Recent Advisory Council Meetings

#3 – Approval of Cumulative Impacts Work Plan

BOARD MEETING DATE: December 3, 2025

REPORT: Policy, Grants, and Technology Committee

SYNOPSIS: The Policy, Grants, and Technology Committee (Committee) held a meeting on Wednesday, October 15, 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; Vice Chair Juan González; and Director Ken Carlson.

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 (Office of Alameda County Supervisor David Haubert, Scott Haggerty House, 4501 Pleasanton Ave, Pleasanton, CA 94566): Director David Haubert.

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

Present, In-Person Satellite Location (Napa County Administration Building, 1195 Third Street, Suite 310, County Executive's Office, Napa, CA 94559): Director Joelle Gallagher.

Absent: Directors Margaret Abe-Koga and Otto Lee.

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

CONSENT CALENDAR

3. APPROVAL OF THE DRAFT MINUTES OF THE POLICY, GRANTS, AND TECHNOLOGY COMMITTEE MEETING OF SEPTEMBER 17, 2025

Public Comments

No requests received.

Committee Comments

None.

Committee Action

Director Carlson made a motion, seconded by Director Tam, to **approve** the Draft Minutes of the Policy, Grants, and Technology Committee Meeting of September 17, 2025; and the motion **carried** by the following vote of the Committee:

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

ACTION ITEM

4. TRANSPORTATION FUND FOR CLEAN AIR POLICIES COMMENCING FISCAL YEAR 2026-2027

Dr. Minda Berbeco, Strategic Incentives Division Manager, gave the staff presentation *Transportation Fund for Clean Air Policies Commencing Fiscal Year 2026-2027*, including: recommended action; background; timeline for policy updates; summary of proposed updates; and recommended actions.

Public Comments

Public comments were given by Patrick Messac, Air District Community Advisory Council Member; and Jan Warren, Interfaith Climate Action Network of Contra Costa County.

Committee Comments

The Committee and staff discussed whether the Air District's Community Advisory Council's input has driven any of the proposed policy changes; the proposed changes to *Policy #10: Expend Funds within Two Years*, how frequently awarded projects require schedule extensions, and whether an administering agency could appeal for an extension beyond the proposed extension limits; the amount of time that the Committee has to recommend changes to the proposed changes before the Board considers adoption; the suggestion that messaging regarding increasing cost-effectiveness limits be refined so that it does not result in the public being confused or misinterpreting the guidelines; whether there has been a lack of projects at the current cost-effectiveness limits; the fact that county transit authorities already impose their own funding constraints that can limit potential projects; concern that the Air District will sometimes support things that are interesting but do not touch public health or air pollution reduction; and the impetus and anticipated future of the two new categories (implementation of rail-bus integration and regional transit information systems and demonstration of congestion pricing of highways, bridges, and public transit).

Committee Action

Director Carlson made a motion, seconded by Vice Chair González, to recommend the Board of Directors **adopt** the proposed updates to the Transportation Fund for Clean Air Policies commencing in Fiscal Year 2026-2027; and the motion **carried** by the following vote of the Committee:

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

INFORMATIONAL ITEMS

5. UPDATE OF INTERSTATE-580 TRUCK ACCESS STUDY

John Xu of Caltrans District 4 gave the presentation *Interstate (I)-580 Truck Access Study*, including: agenda; study overview; study goals and objectives; study timeline; study area; existing conditions; Port of Oakland heavy truck trips; industrial land uses: freight-dependent industries; public and stakeholder engagement; public agency Technical Advisory Committee (TAC) members; industry TAC members; community-based organizations TAC members; Phase 1: Public Engagement; next steps; traffic analysis approach; air quality analysis; and stay updated.

Public Comments

Public comments were given by Teresa Galvin Lee, Oakland resident; Patrick Messac, Air District Community Advisory Council Member; Jan Warren, Interfaith Climate Action Network of Contra Costa County; and James Breeden, Lakeshore Homes Association.

Committee Comments

The Committee and staff discussed how Board members can assist with outreach to their constituents; how Caltrans determines which residents are on mailing lists for status updates; whether all community health clinics, homeowners associations, and constituent groups in the area are involved; the desire for this study to be completed quickly; exit routes for trucks as they leave West Oakland; why the City of Berkeley is included in the study area; cut-through traffic (concerns, evaluations, and modeling methods); air quality analysis methods and who is conducting this; concerns that the goals in today's presentation are different than those that were presented to the City of San Leandro; and concerns regarding unintended equity consequences.

Committee Action

No action taken.

6. STATE AND FEDERAL LEGISLATIVE UPDATES

Alan Abbs, Legislative Officer, gave the staff presentation *State and Federal Legislative Updates*, including: outline; co-sponsored bill: Assembly Bill (AB) 14 (Hart); Board-approved position bills: AB 339 (Ortega), AB 546 (Caloza), (SB) 34 (Richardson); additional bills of interest: AB 1207 (Irwin, et al.), Senate Bill (SB) 105 (Wiener), SB 840 (Límon, et al.); State Budget Fiscal Year (FY) 2025-26 update; and Federal Legislative update.

NOTED PRESENT: Director Mueller was noted present at 11:20 a.m.

Committee Comments

The Committee congratulated the Air District staff who contributed to the success of AB 14 (Hart) – Coastal resources: Protecting Blue Whales and Blue Skies Program finally being signed into law; input that the Air District may have provided the bill author of SB 352 (Reyes) - Environmental justice: Department of Justice: Bureau of Environmental Justice: community air monitoring, had the Air District had more time; and appreciation for Air District staff who advocated for the following provisions within the FY 2025-2026 State Budget:

[SB 105 \(Wiener\) – Budget Bill Jr.](#)

Includes the following funding (totaling \$100 million), as it relates to the Community Air Protection Program for the Fiscal Year 2025-26 State Budget:

- Incentives: \$50 million
- Implementation: \$45 million
- Community Grants: \$5 million

[SB 840 \(Limón, et al.\) – Greenhouse gases: Greenhouse Gas Reduction Fund: studies.](#)

Includes language for a continuous appropriation for community air protection programs in the amount of \$250 million beginning Fiscal Year 2026-27 State Budget, subject to available funding in the Greenhouse Gas Reduction Fund.

Committee Action

No action taken.

OTHER BUSINESS

7. PUBLIC COMMENT ON NON-AGENDA MATTERS

Public comments were given by Patrick Messac, Air District Community Advisory Council Member.

8. COMMITTEE MEMBER COMMENTS

Chair Veenker said that she appreciated the Community Advisory Council's desire to interact with the Board and acknowledged that that that needs to happen.

9. TIME AND PLACE OF NEXT MEETING

Wednesday, November 19, 2025, at 10:00 a.m. The meeting will be held in-person at the Bay Area Metro Center and at satellite locations as may be specified on the meeting agenda using a remote teleconferencing link. Members of the Policy, Grants, and Technology Committee and the public may attend at any of those in-person locations, and members of the public may also attend virtually via webcast.

Adjournment

The meeting was adjourned at 11:44 a.m.

Attachments

- #3 – Approval of the Draft Minutes of the Policy, Grants, and Technology Committee Meeting of September 17, 2025
- #4 – Transportation Fund for Clean Air Policies Commencing Fiscal Year 2026-2027
- #5 – Update Of Interstate-580 Truck Access Study
- #6 – State And Federal Legislative Updates

BOARD MEETING DATE: December 3, 2025

REPORT: Finance and Administration Committee

SYNOPSIS: The Finance and Administration (Committee) held a meeting on Wednesday, October 15, 2025. The following is a summary of the meeting.

RECOMMENDED ACTION:

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

Lynda Hopkins, Chair
Finance and Administration Committee

VV:mh

CALL TO ORDER:

Opening Comments: Finance and Administration Committee (Committee) Chairperson, Lynda Hopkins, called the meeting to order at 1:05 p.m.

Roll Call:

Present, In-Person (Bay Area Metro Center (375 Beale Street, 1st Floor Board Room, San Francisco, California, 94105): Chairperson Lynda Hopkins; and Directors Noelia Corzo, Juan González III, and Vicki Veenker.

Present, In-Person Satellite Location (Office of Alameda County Supervisor David Haubert, Scott Haggerty House, 4501 Pleasanton Ave, Pleasanton, CA 94566): Director David Haubert.

Absent: Vice Chairperson Tyrone Jue.

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

CONSENT CALENDAR

3. APPROVAL OF THE DRAFT MINUTES OF THE FINANCE AND ADMINISTRATION COMMITTEE MEETING OF SEPTEMBER 17, 2025

Public Comments

No requests received.

Committee Comments

None.

Committee Action

Director González made a motion, seconded by Director Veenker, to **approve** the Draft Minutes of the Finance and Administration Committee Meeting of September 17, 2025; and the motion **carried** by the following vote of the Committee:

AYES:	González, Haubert, Hopkins, Veenker.
NOES:	None.
ABSTAIN:	None.
ABSENT:	Corzo, Jue.

ACTION ITEM

4. **PROPOSED CHANGES TO SECTIONS (§) 8.2, 9.3, 9.4, AND 3.4 OF THE ADMINISTRATIVE CODE**

Karen Schkolnick, Director of Administrative Resources, and Erica Flahan, Business Office Manager, gave the staff presentation *Proposed Changes to Administrative Code § 3.4, 8.2, 9.3, and 9.4*, including: recommended action; agenda; background on Air District Administrative Code; proposed updates: § 9.4 and 8.2; proposed updates on § 9.3; proposed updates on § 3.4; and recommended action.

Public Comments

No requests received.

Committee Comments

The Committee and Air District staff discussed the proposed changes within § 9.4a; and the Air Pollution Control Officer's past, current, and future procurement approval authority, and types of things the APCO might ask the Board to consider, beyond the APCO's authority.

NOTED PRESENT: Director Corzo was noted present at 1:21 p.m.

Committee Action

Director Haubert made a motion, seconded by Director González, to recommend the Board of Directors **adopt** the proposed updates to the following sections of the Air District's Administrative Code: Section 9.4 Procurement and Contracting; Section 8.2(b)(5) General Counsel; Section 9.3 Adoption of Budget; and Section 3.4 Appointments to Committees; and the motion **carried** by the following vote of the Committee:

AYES: Corzo, González, Haubert, Hopkins, Veenker.
NOES: None.
ABSTAIN: None.
ABSENT: Jue.

OTHER BUSINESS

5. PUBLIC COMMENT ON NON-AGENDA MATTERS

No requests received.

6. COMMITTEE MEMBER COMMENTS

None.

7. TIME AND PLACE OF NEXT MEETING

Wednesday, November 19, 2025, at 1:00 p.m. The meeting will be held in-person at the Bay Area Metro Center and at satellite locations as may be specified on the meeting agenda using a remote teleconferencing link. Members of the Finance and Administration Committee and the public may attend at any of those in-person locations, and members of the public may also attend virtually via webcast.

Adjournment

The meeting was adjourned at 1:26 p.m.

Attachments

#3 – Approval of the Draft Minutes of the Finance and Administration Committee Meeting of September 17, 2025

#4 – Proposed Changes to Sections (§) 8.2, 9.3, 9.4, And 3.4 of the Administrative Code

BOARD MEETING DATE: December 3, 2025

REPORT: Stationary Source Committee

SYNOPSIS: The Stationary Source Committee (Committee) held a meeting on Wednesday, November 12, 2025. The following is a summary of the meeting.

RECOMMENDED ACTION:

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

Ken Carlson, Chair
Stationary Source Committee

KC:jb

Stationary Source Committee (Committee) Chairperson, Ken Carlson, called the meeting to order at 10:01 a.m.

Roll Call:

Present, In-Person (Bay Area Metro Center, 1st Floor Yerba Buena Room, 375 Beale Street, San Francisco, CA 94105): Chairperson Ken Carlson; Directors Rico E. Medina; and Gabe Quinto.

Present, In-Person Satellite Location: (Benicia City Hall - Conference Room 2, 250 East L Street, Benicia, CA 94510): Director Steve Young.

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

Present, In-Person Satellite Location: (Pittsburg City Hall, 65 Civic Ave., Room, 301A, Pittsburg, CA 94565): Director Dionne Adams.

Absent: Vice Chairperson Lynda Hopkins; and Directors Brian Colbert and John Gioia.

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 JULY 9, 2025**

Public Comments

No requests received.

Committee Comments

None.

Committee Action

Director Medina made a motion, seconded by Director Quinto, to **approve** the Draft Minutes of the Stationary Source Committee meeting of July 9, 2025; and the motion **carried** by the following vote of the Committee:

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

INFORMATIONAL ITEMS

4. **OVERVIEW OF SOCIOECONOMIC ANALYSES FOR AIR DISTRICT RULEMAKING**

Leonid Bak, Economist/Senior Advanced Projects Advisor, gave the staff presentation *Overview of Socioeconomic Analyses for Air District Rulemaking*, including: outline; rule development requirements; statutory requirements; overview of socioeconomic analyses; socioeconomic analysis; current process; limitations of analysis; additional information for decision making; health and equity assessments and examples; 2021 Amendments to Rule 6-5: Refinery Fluidized Catalytic Cracking Units (FCCUs) – Modeled Particulate Matter (PM)_{2.5} levels and residential demographics, exposure disparities, and health benefits; expanded socioeconomic impact analysis: example and potential future work.

Public Comments

Public comments were given by Tim Sbranti, Contra Costa Building and Construction Trades Council; Mark Williams, Jr., Environmental Justice League; Tina Flores, Environmental Justice League; Yvonne Eashman, Environmental Justice League; Camika Robinson, Environmental Justice League; Mark Williams, Sr., Environmental Justice League; and Adrianna Williams, Environmental Justice League.

Committee Comments

The Committee and staff discussed committee members' support for applying analysis to the proposed zero-NOx appliance rules and the need to understand equity and cost burden, particularly for low-income households; the suggestion of incorporating county disparity studies and past state level socioeconomic data to assess employment, affordability, and demographic impacts of upcoming Air District rules; how the analysis can help assess and adjust for first-cost impacts across communities, leveraging the

analysis as appliance rules roll out; the desire for the market to align with community circumstances and partnerships with manufactures ; the hope that the Air District applies a strong equity lens in future rulemakings, noting that many communities that are facing poverty, foreclosures, job loss and rising energy costs, may be unable to absorb the cost of new regulations; the desire for the Air District to collaborate closely with labor, industry, and community partners to ensure the clean-energy transition remains affordable; whether requirements beyond the Health & Safety Code guide the Air District's socioeconomic analysis; the importance of using the Air District's rulemaking history to better understand consumer cost impacts and the need to quantify consumer costs, health and economic benefits; interest in developing a formal Board policy on socioeconomic analysis requirements that goes beyond the Health & Safety Code and exploring an ad hoc committee that can develop such a baseline policy; support for developing a clear foundational policy with accessible data for the Board and the community; the request that staff bring the issue back to the Committee for further review and include a comparison of the trade proposal, with the goal of developing a workable socioeconomic analysis policy framework.

Committee Action

No action taken.

5. UPDATE ON AMENDMENTS TO RULE 11-18

Dr. Andrea Anderson, Senior Air Quality Specialist, gave the staff presentation *Update on Amendments to Rule 11-18*, including: outline; background of Rule 11-18: Reduction of Risk from Air Toxic Emissions at Existing Facilities (overview of Rule 11-18, air toxics in the Bay Area, major steps in the Rule 11-18 process, feedback on Rule 11-18 driving amendments, Air District actions, rule development process); draft amendments (overview, Health Risk Assessments (HRA), Risk Reduction Plans (RRP), overview of implementation procedures, general, Dispute Resolution Panel); public comments and next steps (public engagement overview, community, industry, change of Emissions Inventory review timing); and next steps.

Public Comments

Public comments were given by Peter Okurowski, California Council for Environmental and Economic Balance.

Committee Comments

The Committee and staff discussed industry's objection to the 14-day turnaround response time, and whether 30 to 60 days would be more reasonable depending on the scope of revisions; and who would be responsible for conducting the Health Risk Assessments (HRAs).

Committee Action

No action taken.

OTHER BUSINESS

6. PUBLIC COMMENT ON NON-AGENDA MATTERS

None.

7. COMMITTEE MEMBER COMMENTS

None.

8. TIME AND PLACE OF NEXT MEETING

Wednesday, December 10, 2025, at 10:00 a.m. The meeting will be held in-person at the Bay Area Metro Center and at satellite locations as may be specified on the meeting agenda using a remote teleconferencing link. Members of the Stationary Source Committee and the public may attend at any of those in-person locations, and members of the public may also attend virtually via webcast.

9. ADJOURNMENT

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

Attachments

#3 – Approval of the Draft Minutes of the Stationary Source Committee Meeting of July 9, 2025

#4 – Overview of Socioeconomic Analyses for Air District Rulemaking

#5 – Update on Amendments to Rule 11-18

BOARD MEETING DATE: December 3, 2025

REPORT: Community Equity, Health, and Justice Committee

SYNOPSIS: The Community Equity, Health, and Justice Committee (Committee) held a meeting on Wednesday, November 12, 2025. The following is a summary of the meeting.

RECOMMENDED ACTION:

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

Noelia Corzo, Chair
Community Equity, Health, and Justice Committee

NC:jb

Community Equity, Health, and Justice Committee (Committee) Vice Chairperson, John Gioia, called the meeting to order at 1:00 p.m.

Roll Call:

Present, In-Person (Bay Area Metro Center, 375 Beale Street, 1st Yerba Buena Room, San Francisco, CA, 94105): Directors Mark Salinas and Shamann Walton.

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

Present, In-Person Satellite Location: (Benicia City Hall, 250 East L. Street, Conference Room 2, Benicia, CA 94510): Vice Chairperson John Gioia; Directors Monica Brown and Steve Young.

Present, In-Person Satellite Location: (Pittsburg City Hall, 65 Civic Ave., Room, 301A, Pittsburg, CA 94565): Director Dionne Adams.

Absent: Chairperson Noelia Corzo; and Directors Brian Barnacle, Brian Colbert, and Ray Mueller.

For additional details of the Community Equity, Health, and Justice Committee Meeting, please refer to the webcast, which can be found [here](#). Please use the webcast's index to view specific agenda items.

CONSENT CALENDAR

3. APPROVAL OF THE DRAFT MINUTES OF THE COMMUNITY EQUITY, HEALTH, AND JUSTICE COMMITTEE MEETING OF MAY 14, 2025

Public Comments

No requests received.

Committee Comments

None.

Committee Action

Director Young made a motion, seconded by Director Gallagher, to approve the Draft Minutes of the Community Equity, Health, and Justice Committee Meeting of May 14, 2025; and the motion carried by the following vote of the Committee:

AYES:	Adams, Gallagher, Gioia, Salinas, Walton, Young.
NOES:	None.
ABSTAIN:	Brown.
ABSENT:	Barnacle, Colbert, Corzo, Mueller.

ACTION ITEM

4. COMMUNITY ADVISORY COUNCIL (CAC) RECOMMENDATION OF NEW MEMBERSHIP SLATE

Lisa Flores, Staff Specialist II, gave the staff presentation *Community Advisory Council Recommendation of New Membership Slate*, including: recommended action; outline; background; Board selection criteria; additional guidance for selection of new applicants; proposed additional guidance for selection of existing CAC members reapplying; and recommended action.

Public Comments

No requests received.

Committee Comments

The Committee and staff discussed where the recommended at-large candidates live and work, and whether any applicants were from Napa, Sonoma, and other agricultural areas to ensure geographic balance; whether applicants were from Central or South Alameda County, versus from northern Alameda County; suggested creation of a geographic heat map to better visualize representation across the counties; offers to assist with recruitment of underrepresented areas; the suggestion of approving the current at-large nominees while directing staff to explore charter changes to establish a dedicated North

Bay seat, leaving one remaining at-large seat; and the belief that improved outreach would help ensure broader regional representation.

Committee Action

Director Young made a motion, seconded by Director Brown, to recommend that the Board of Directors appoint the following candidates to the Community Advisory Council, for the two-year or four-year terms specified:

Alameda County (1) Margaret Gordon (2 years)	Santa Clara County (2) Violet Saena (2 years) Azjargal Tsogtsaikhan (2 years)
Contra Costa County (4) William Goodwin (2 years) Kevin Ruano Hernandez (2 years) Latasha Washington (4 years) Dominique Brooks (4 years)	Solano County (1) Ken Szutu (4 years)
San Francisco County (1) Arieann Harrison (2 years)	At-Large (2) Jeff Sanchez (4 years) Saidy Dianyra Reyes Mazariegos (2 years)
San Mateo County (1) Adriana Fernandez Arriaga (2 years)	Youth (1) Daphney Saviotti-Orozco* (2 years)

The motion carried by the following vote of the Committee:

AYES: Adams, Brown, Gallagher, Gioia, Salinas, Walton, Young.
 NOES: None.
 ABSTAIN: None.
 ABSENT: Barnacle, Colbert, Corzo, Mueller.

**Staff note: After the meeting, Daphney Saviotti-Orozco withdrew their candidacy.*

INFORMATIONAL ITEMS

5. **DRAFT GUIDELINES: LOCAL COMMUNITY BENEFITS FUND FOR BENICIA, RICHMOND, AND SURROUNDING COMMUNITIES (OUT OF ORDER, ITEM 7)**

Emi Wang, Community Investments Officer in the Community Investments Office, gave the staff presentation *Draft Guidelines: Local Community Benefits Fund for Benicia, Richmond, and Surrounding Communities*, including: background; engagement and outreach; Local Community Benefits Fund; grant types; partnership requirement and structure; eligible applicants; community needs and engagement; core strategies; strategies: 1) reduce or mitigate air pollution and improve outcomes and 2) build economic resilience for a just transition; measurable outcomes; Benicia and surrounding communities: available funding; eligible communities; grant awards; Richmond and surrounding communities: available funding; eligible communities; grant awards; application scoring and recommendations; and anticipated timeline.

Public Comments

Public comments were given by Hon. Terry Scott, Benicia City Councilmember; Dr. Constance Beutel; Mary Shaw, Benicia resident; Judith Sullivan, Benicia resident; Marilyn Bardet, Benicia Community Air Monitoring Program; Tom Cambell, former Benicia City Councilmember; Sue Everall, Benicia resident; James Lessinger, Benicia resident; Bob Nickerson, David Batchelor, Benicia Community Foundation; Steve Goller; Betty Lucas, Benicia resident; Lori Brunman, Benicia resident; Jan Warren; and Terry Mollica, Benicia resident.

Committee Comments

The Committee and staff discussed when the grant guidelines will be approved; whether North Richmond is eligible under the Richmond-area funding map; the difference between ongoing refinery related-harms in communities like Richmond, versus future, non-pollution-related harms in Benicia; the financial crisis that the City of Benicia anticipates from the impending Valero refinery facility closure and subsequent request for an exception in the draft guidelines to allow a budget-funding arrangement using \$5 million annually for five years from its settlement allocation to maintain essential community services, while committing the remaining funds to environmental and workforce-transition projects so that Benicia can remain functional and full participate in long-term regional goals; how the percentage and threshold allocations were set for each level (catalyst, opportunity, and seed grant tiers), the rationale in the percentage structure, and its importance for ensuring equity and helping cities like Benicia; the fact that federal grants require awardees to build sustainable models for their pilot programs so that successful programs may be institutionalized, and whether the Air District should adopt a similar expectation; the concern that granting Benicia special bridge-funding treatment could set a precedent; whether the Air District has a contract management system in place for the CIO; the belief that the bridge-funding proposal from Director Young be raised with the full Board instead of the Committee; the different types of harms faced by communities with active versus closing refineries; the desire that any amendment, particularly funding for community services, should clearly demonstrate a connection to the Air District's statutory mission by framing such support as community stabilization and public health related resilience within the just transition guidelines; whether sports and athletic facilities, fire suppression, and paramedic services could reasonably be considered public-health necessities under the guidelines; the concern that anticipated City of Benicia staff layoffs would leave the City unable to meet the outreach and application requirements, given the scale of the impacts of the refinery closure; the desire for a statute-aligned approach that allows flexibility for Benicia and other communities facing similar circumstances; the importance of revisiting language so the framework can be applied equitably in the future; and whether public comments would be posted online for Board members to review in advance.

Committee Action

No action taken.

6. COMMUNITY EMISSIONS REDUCTION PLAN (CERP) UPDATE FOR THE EAST OAKLAND ASSEMBLY BILL (AB) 617 COMMUNITY (OUT OF ORDER, ITEM 5)

Alicia Parker, Acting Manager in the Planning and Climate Protection Division, gave the staff presentation *Community Emissions Reduction Plan Update for the East Oakland Assembly Bill (AB) 617 Community*, including: overview – East Oakland AB 617 Community; East Oakland Draft CERP; community engagement; East Oakland Draft CERP goals; East Oakland strategy development; focus areas; community concerns and action highlights; and next steps.

Public Comments

No requests received.

Committee Comments

None.

Committee Action

No action taken.

7. YEAR 1 ANNUAL REPORT FOR THE RICHMOND-NORTH RICHMOND-SAN PABLO PATH TO CLEAN AIR (PTCA) ASSEMBLY BILL 617 COMMUNITY (OUT OF ORDER, ITEM 6)

Laura Cackette, Principal Environmental Planner, gave the staff presentation *Year 1 Annual Report for the Richmond- North Richmond-San Pablo Path to Clean Air Assembly Bill (AB) 617 Community*, including: overview of PTCA; implementation and annual reporting; summary of Year 1 progress; Community Steering Committee (CSC) Year 1 priority actions; incentives and emission benefits; reflection – key accomplishments; additional reporting included; and next steps.

Public Comments

No requests received.

Committee Comments

None.

Committee Action

No action taken.

Committee Action

No action taken.

OTHER BUSINESS

8. PUBLIC COMMENT ON NON-AGENDA MATTERS

Public comments were given by Geoff Ellsworth, California League of United Latin American Citizens (Cal LULAC).

9. COMMITTEE MEMBER COMMENTS

None.

10. REPORT OF THE DEPUTY EXECUTIVE OFFICER OF EQUITY AND COMMUNITY PROGRAMS

Arsenio Mataka, Deputy Executive Officer of Equity and Community Programs, waived his report.

11. TIME AND PLACE OF NEXT MEETING

Wednesday, December 10, 2025, at 1:00 p.m. The meeting will be held in-person at the Bay Area Metro Center and at satellite locations as may be specified on the meeting agenda using a remote teleconferencing link. Members of the Community Equity, Health, and Justice Committee and the public may attend at any of those in-person locations, and members of the public may also attend virtually via webcast.

Adjournment

The meeting was adjourned at 3:14 p.m.

Attachments

#3 – Draft Minutes of the Community Equity, Health, and Justice Committee Meeting of May 14, 2025

#4 – Community Advisory Council (CAC) Recommendation of New Membership Slate

#5 – Community Emissions Reduction Plan (CERP) Update for the East Oakland Assembly Bill (AB) 617 Community

#6 – Year 1 Annual Report for the Richmond-North Richmond-San Pablo Path to Clean Air (PTCA) Assembly Bill 617 Community

#7 – Draft Guidelines: Local Community Benefits Fund for Benicia, Richmond, and Surrounding Communities

BOARD MEETING DATE: December 3, 2025

REPORT: Policy, Grants, and Technology Committee

SYNOPSIS: The Policy, Grants, and Technology Committee (Committee) held a meeting on Wednesday, November 19, 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 Director Ken Carlson.

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 (Office of Alameda County Supervisor David Haubert, Scott Haggerty House, 4501 Pleasanton Ave, Pleasanton, CA 94566): Director David Haubert.

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

Present, In-Person Satellite Location (Napa County Administration Building, 1195 Third Street, Suite 310, County Executive's Office, Napa, CA 94559): Director Joelle Gallagher.

Present, In-Person Satellite Location (Office of the Mayor, 2nd Floor, Room 201, 835 E. 14th Street, San Leandro, CA 94577): Vice Chair González.

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

Absent: Directors Margaret Abe-Koga.

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

CONSENT CALENDAR

3. **APPROVAL OF THE DRAFT MINUTES OF THE POLICY, GRANTS, AND TECHNOLOGY COMMITTEE MEETING OF OCTOBER 15, 2025**

Public Comments

No requests received.

Committee Comments

None.

Committee Action

Director Haubert made a motion, seconded by Director Lee, to **approve** the Draft Minutes of the Policy, Grants, and Technology Committee Meeting of October 15, 2025; and the motion **carried** by the following vote of the Committee:

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

ACTION ITEM

4. **FISCAL YEAR ENDING 2025 CHARGE! PROGRAM PROJECT RECOMMENDATIONS**

Caylee Mercado, Staff Specialist, gave the staff presentation *Charge! Program*, including: recommended action; outline; existing Bay Area electric vehicle (EV) structure; program overview; Fiscal Year Ending (FYE) 2025 solicitation; application scoring; application summary; and recommended action.

Public Comments

No requests received.

Committee Comments

The Committee and staff discussed whether the Air District monitors the level of use of the chargers that were funded by the Air District; whether the presence EV chargers in a given area results in more EVs being driven in that area; the desire for more EV chargers made available to affordable housing multi-family units; whether the Air District monitors EV charger maintenance and malfunctions; how many of the 69 eligible project applications may be funded with the proposed allocation of \$23.3M; whether there is a nexus between funding levels for priority population areas and multi-family housing; and whether the Air District prefers to promote Level 1, Level 2, or DC fast EV chargers.

Committee Action

Director Carlson made a motion, seconded by Director Lee, to recommend the Board of Directors **approve** the Charge! Program rank list, **authorize** \$23.3 million for the recommended projects, and **authorize** the Executive Officer/Air Pollution Control Officer (APCO) to enter into all necessary agreements with applicants for the recommended projects; and the motion **carried** by the following vote of the Committee:

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

INFORMATIONAL ITEM

5. 2026 LEGISLATIVE PLATFORM

Alan Abbs, Legislative Officer, gave the staff presentation *Proposed 2026 Legislative Platform*, including: overview; State Budget; State legislation; and federal legislation and regulatory activity.

Public Comments

Public comments were given by Patrick Messac, Air District Community Advisory Council Member.

NOTED PRESENT: Director Mueller was noted present at 10:20 a.m.

Committee Comments

The Committee and staff discussed whether the Air District should support Senate Bill (SB) 684 (Mejivar, 2025) - Polluters Pay Climate Superfund Act of 2025, and whether there would be any risk in doing so; whether the US Environmental Protection Agency

(EPA) or the California Air Resources Board (CARB) imposes particulate requirements on motor vehicles; whether Air District regulations must be approved by CARB; whether the Air District has purview over highway dust from brake and tire wear (versus CARB); the status of the EPA's final endangerment finding in October 2023, regarding lead emissions from piston-engine aircraft using leaded fuel, and contributing to air pollution that endangers public health; eligible uses for funds allocated for "Wildfire Smoke Mitigation/Prescribed Fire"; the request that the Air District supports Assembly Bill (AB) 306 (Schultz, 2025) - Building regulations: state building standards; whether the Air District is still tracking the issue of data centers' energy usage reporting and efficiency standards; and appreciation for the Air District's policy development reflecting its strategic priorities and mission statement.

Committee Action

No action taken.

OTHER BUSINESS

6. PUBLIC COMMENT ON NON-AGENDA MATTERS

No requests received.

7. COMMITTEE MEMBER COMMENTS

None.

8. TIME AND PLACE OF NEXT MEETING

Wednesday, December 17, 2025, at 10:00 a.m. The meeting will be held in-person at the Bay Area Metro Center and at satellite locations as may be specified on the meeting agenda using a remote teleconferencing link. Members of the Policy, Grants, and Technology Committee and the public may attend at any of those in-person locations, and members of the public may also attend virtually via webcast.

Adjournment

The meeting was adjourned at 11:24 a.m.

Attachments

#3 – Approval of the Draft Minutes of the Policy, Grants, and Technology Committee Meeting of October 15, 2025

#4 – Fiscal Year Ending 2025 Charge! Program Project Recommendations

#5 – 2026 Legislative Platform

BOARD MEETING DATE: December 3, 2025

REPORT: Finance and Administration Committee

SYNOPSIS: The Finance and Administration (Committee) held a meeting on Wednesday, November 19, 2025. The following is a summary of the meeting.

RECOMMENDED ACTION:

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

Lynda Hopkins, Chair
Finance and Administration Committee

LH:mh

CALL TO ORDER:

Finance and Administration Committee (Committee) Chairperson, Lynda Hopkins, called the meeting to order at 1:02 p.m.

Roll Call:

Present, In-Person (Bay Area Metro Center (375 Beale Street, 1st Floor Board Room, San Francisco, California, 94105): Chairperson Lynda Hopkins; Vice Chairperson Tyrone Jue; and Director Vicki Veenker.

Present, In-Person Satellite Location (Office of Alameda County Supervisor David Haubert, Scott Haggerty House, 4501 Pleasanton Ave, Pleasanton, CA 94566): Director David Haubert.

Present, In-Person Satellite Location (Office of the Mayor, 835 E. 14th Street, 2nd Floor, Room 201, San Leandro, CA 94577): Director Juan González III.

Absent: Director Noelia Corzo.

For additional details of the Finance and Administration Committee Meeting, please refer to the webcast, which can be found [here](#). Please use the webcast's index to view specific agenda items.

CONSENT CALENDAR (ITEMS 3 – 7)

3. APPROVAL OF THE DRAFT MINUTES OF THE FINANCE AND ADMINISTRATION COMMITTEE MEETING OF OCTOBER 15, 2025

The Committee considered approving the Draft Minutes of the Finance and Administration Committee Meeting of October 15, 2025.

4. HEARING BOARD QUARTERLY REPORT - JULY TO SEPTEMBER 2025

The Committee received the Hearing Board Quarterly Report for the period of July through September 2025.

5. FINANCIAL UPDATE FOR THE FIRST QUARTER OF FISCAL YEAR (FY) 2025-2026, ENDING SEPTEMBER 30, 2025

The Committee received the financial report for the first quarter of FY 2025-2026, which ended September 30, 2025. The report provides an overview of the General Fund's financial activities for the first quarter, which covers the period from July 1, 2025, through September 30, 2025, including preliminary revenues, expenditures, and cash investment balance results for the reporting period.

6. FISCAL YEAR 2024-2025 FOURTH QUARTER REPORTING OF PAYMENTS FOR ROUTINE AND RECURRING GOODS/SERVICES EXPENSES AND CONTRACTS EXECUTED UNDER DELEGATED AUTHORITY

The Committee received a report of vendor payments for routine and recurring essential services and contracts executed under delegated authority for the fourth quarter of FY 2024-2025, which ended June 30, 2025.

7. FISCAL YEAR 2025-2026 FIRST QUARTER REPORTING OF PAYMENTS FOR ROUTINE AND RECURRING GOODS/SERVICES EXPENSES AND CONTRACTS EXECUTED UNDER DELEGATED AUTHORITY

The Committee received a report of vendor payments for routine and recurring essential services and contracts executed under delegated authority for the first quarter of FY 2025-2026, which ended September 30, 2025.

Public Comments for Items 3 – 7

No requests received.

Committee Comments for Items 3 – 7

None.

Committee Action for Items 3 – 7

Vice Chair Jue made a motion, seconded by Director Veenker, to **approve** the Consent Calendar, Items 3 – 7, inclusive; and the motion **carried** by the following vote of the Committee:

AYES:	González, Haubert, Hopkins, Jue, Veenker.
NOES:	None.
ABSTAIN:	None.
ABSENT:	Corzo.

ACTION ITEM

8. **CONDUCT INTERVIEWS AND CONSIDER RECOMMENDING CANDIDATES TO THE BOARD OF DIRECTORS FOR APPOINTMENT TO THE ADVISORY COUNCIL**

Greg Nudd, Deputy Executive Officer of Policy, explained that the most recent cohort of Advisory Council members will end in December 2025, and five of the seven incumbents wished to be considered for appointment to the Advisory Council.

Chair Hopkins asked the Finance and Administration Committee members present whether they would agree to recommend staff's recommendation to the Board, to reappoint the five incumbents. The consensus of the Committee was to recommend that the Board reappoint the five incumbents to the Advisory Council for a two-year term beginning January 1, 2026.

The Committee conducted interviews for two vacant positions on the Advisory Council, and considered recommending candidates to the Board of Directors for appointment to the Advisory Council for a two-year term beginning January 1, 2026.

Candidates who were interviewed:

- 1) Melanie Colburn
- 2) Lynna Lan Tien Nguyen Do
- 3) Daniel Baldassare
- 4) Angelica Coleman

Public Comments

No requests received.

Committee Comments

The Committee and staff discussed whether it would be a conflict of interest for one of the Committee members to have a current professional connection with one of the candidates; the candidates' counties of residence; and the different roles of the Air District's Advisory Council and Community Advisory Council.

Committee Action

Director Veenker made a motion, seconded by Vice Chair Veenker, to recommend the Board of Directors do the following:

- 1) **Appoint** Melanie Colburn and Daniel Baldassare to the Advisory Council for a two-year term beginning January 1, 2026, until January 1, 2028; and
- 2) **Appoint** the five incumbents (Phil Martien, Stepanie Holm, Ann Marie Carlton, Garima Raheja, and Michael Schmeltz) to the Advisory Council for a two-year term beginning January 1, 2026, until January 1, 2028.

The motion **carried** by the following vote of the Committee:

AYES:	González, Haubert, Hopkins, Jue, Veenker.
NOES:	None.
ABSTAIN:	None.
ABSENT:	Corzo.

INFORMATIONAL ITEMS

9. **CALIFORNIA AIR RESOURCES BOARD 2025 INCENTIVE PROGRAM REVIEW AND DEPARTMENT OF FINANCE FISCAL COMPLIANCE AUDIT**

Tess Sicat, Incentives and Technology Advancement Branch Chief at the California Air Resources Board, gave the presentation *Bay Area Program Review and Department of Finance Audit*, including: programs that were reviewed; commendable efforts; mitigation; moving forwards; and conclusion.

Danica Winston, Finance Manager, and Dr. Minda Berbeco, Strategic Incentives Manager, gave the staff presentation *California Air Resources Board's 2025 Incentive Program Review and Department of Finance Fiscal Compliance Audit*, including: outline; fiscal compliance audit background; and fiscal compliance audit results.

Public Comments

No requests received.

Committee Comments

The Committee and staff discussed which fiscal years were included in the audit.

Committee Action

No action taken.

10. PRELIMINARY ANNUAL FINANCIAL REPORT FOR FISCAL YEAR 2024-2025

Jun Pan, Finance Manager, gave the staff presentation *Preliminary Annual Financial Report for Fiscal Year 2024-2025*, including: outline; FY Ending (FYE) 2025 General Fund revenue overview (budget versus actual); General Fund revenue and expenditure comparisons (prior year versus current year); FYE 2025 General Fund expenditure overview; and cash and investment summary.

Public Comments

No requests received.

Committee Comments

The Committee and staff discussed how much of the money in the Special Revenue Fund is already encumbered and for what intended purposes; the suggestion of showing the Board changes in staffing and related expenditures over the years; and how the Bay Area Air District's General Fund's financial activities, preliminary revenues, expenditures, and cash investment balance results compare with those of other California air districts.

Committee Action

No action taken.

OTHER BUSINESS

11. PUBLIC COMMENTS ON NON-AGENDA MATTERS

No requests received.

12. COMMITTEE MEMBER COMMENTS

None.

13. TIME AND PLACE OF NEXT MEETING

Wednesday, December 17, 2025, at 1:00 p.m. The meeting will be held in-person at the Bay Area Metro Center and at satellite locations as may be specified on the meeting agenda using a remote teleconferencing link. Members of the Finance and Administration Committee and the public may attend at any of those in-person locations, and members of the public may also attend virtually via webcast.

Adjournment

The meeting was adjourned at 2:34 p.m.

Attachments

- #3 – Approval of the Draft Minutes of the Finance and Administration Committee Meeting of October 15, 2025
- #4 – Hearing Board Quarterly Report - July to September 2025
- #5 – Financial Update for the First Quarter of Fiscal Year 2025-2026, Ending September 30, 2025
- #6 – Fiscal Year 2024-2025 Fourth Quarter Reporting of Payments for Routine and Recurring Goods/Services Expenses and Contracts Executed Under Delegated Authority
- #7 – Fiscal Year 2025-2026 First Quarter Reporting of Payments for Routine and Recurring Goods/Services Expenses and Contracts Executed Under Delegated Authority
- #8 – Conduct Interviews and Consider Recommending Candidates to The Board of Directors for Appointment to The Advisory Council
- #9 – California Air Resources Board 2025 Incentive Program Review and Department of Finance Fiscal Compliance Audit
- #10 – Preliminary Annual Financial Report for Fiscal Year 2024-2025

BOARD MEETING DATE: December 3, 2025

REPORT: Community Advisory Council

SYNOPSIS: The Community Advisory Council (Council) held a meeting on Thursday, November 20, 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.

John Kevin Jefferson, Co-Chair
Mayra Pelagio, Co-Chair
Ken Szutu, Co-Chair
Community Advisory Council

JKJ/MP/KS:mh

CALL TO ORDER - ROLL CALL

The meeting Facilitator, Randolph Belle of Randolph Belle, Artist (RBA) Creative, called the Community Advisory Council (Council) in-person meeting to order at 6:09 p.m.

Roll Call:

Present, In Person: (Bay Area Metro Center, 375 Beale Street, Yerba Buena Room, San Francisco, CA, 94105): Council Co-Chairpersons Mayra Pelagio and Ken Szutu; and Council Members Sejal Babaria, Arieann Harrison, Patrick Messac, Cynthia Prieto-Diaz, Dominick Ramirez, Kevin G. Ruano Hernandez, Violet Saena, and Latasha Washington.

Participated Remotely, via Zoom via Assembly Bill (AB) 2449 (remote presence does not count for quorum, but votes are counted for all action items): Council Member Ms. Margaret Gordon (just cause).

Absent: Council Co-Chairperson John Kevin Jefferson; and Council Members Dr. Juan Aguilera, William Goodwin, and Dr. Jeff Ritterman.

For additional details of the Community Advisory Council Meeting, please refer to the webcast, which can be found [here](#). Please use the webcast's index to view specific agenda items.

2. PUBLIC COMMENT ON NON-AGENDA MATTERS

No requests received.

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

On behalf of Dr. Philip M. Fine, Executive Officer / APCO, Arsenio Mataka, Deputy Executive Officer of Equity and Community Programs, reported the following:

- This Council meeting is the last meeting of the inaugural 4-year term of the Air District's first Community Advisory Council. Thank you to each Council member for your dedication and continuous efforts to integrate more equity and environmental justice (EJ) principles into the Air District mission, programs, policies, and the *2024-2029 Strategic Plan*. Approximately 80% of the Strategies in the Plan focus on EJ principles, and new tools, programs, and policies are already in effect, while others are being planned to implement these EJ improvements for all Bay Area communities.
- The new slate of CAC members, including some existing members and new candidates, was just approved at the Board's Community Equity, Health, and Justice (CEHJ) Committee meeting last week, and will go to the Board for consideration on December 3.
- Today's meeting also marks the end of the current Co-Chairs' terms. Thank you to the Co-Chairs (Mayra Pelagio, Ken Szutu, and John Kevin Jefferson III) for their leadership. There will be no co-chairs until elections occur at the March 2026 Council meeting. Current CAC members who are up for renewal will briefly pause their participation until their appointments are confirmed at the December 3 Board meeting.
- To start off the new year in 2026, we look forward to having both an onboarding training for the new CAC cohort and a joint retreat with the Board of Directors and the new CAC slate on Wednesday, January 28, 2026.
- The Air District's Community Investments Office (CIO) released the Local Community Benefits Fund Draft Grant Guidelines. This grant reinvests penalty fees back into the communities where air quality violations occurred, supporting community-driven solutions that reduce or mitigate air pollution, improve public health, and build economic resilience for a just transition. Initial Calls for Projects will be solicited for Benicia and Richmond and surrounding communities. Public comment will be open until November 25, 2025, at 5pm, and we are eager to hear stakeholder feedback. The Air District expects to open application solicitations in late January or early February, and the grant application window will be open until May 2026.
- The Public Review Draft East Oakland Community Emissions Reduction Plan was released November 3, 2025. The Open House was on November 13, 2025, in East Oakland. The public review period is November 3 to December 7, 2025. Comments can be sent to planning@baaqmd.gov. The community steering committee vote is scheduled for February, and the Air District consideration is anticipated to begin in

March. <https://www.baaqmd.gov/en/community-health/community-health-protection-program/east-oakland-community-emissions-reduction-plan>

- The Air District is continuing to develop the Bay Area Regional Climate Action Plan (BARCAP) with support from a US EPA grant. The BARCAP includes a suite of actions that can be taken at the regional level to reduce greenhouse gas and air pollution emissions and bring multiple benefits to communities. Air District staff is finalizing work on technical analyses, incorporating input from July's public review process and public workshop, and preparing the document for submittal to the US EPA. The Air District is aiming to post the full plan to our website in March of 2026.

Public Comments

No requests received.

Council Comments

The Council and staff discussed whether Council incumbents that are reappointed to the Council for a new term will be required to go through the oath and onboarding processes again; and whether the Council Members were invited to attend the East Oakland Community Emissions Reduction Plan Open House on November 13, 2025.

Council Action

No action taken.

CONSENT CALENDAR

4. APPROVAL OF THE DRAFT MINUTES OF THE COMMUNITY ADVISORY COUNCIL MEETING OF SEPTEMBER 18, 2025

Public Comments

No requests received.

Council Comments

Regarding Item 4, "Approval of the Draft Minutes of the Community Advisory Council Meeting of September 18, 2025", Council Member Prieto-Diaz pointed out that the location of the meeting, in the Roll Call section (Page 1) erroneously listed the Air District headquarters. The correct location should have been "Juntos Fruitvale - Unity Auditorium 3357 International Boulevard Oakland, CA 94601." The Clerk thanked Council Member Prieto-Diaz and said that the Draft Minutes would be amended.

Council Action

Council Member Messac made a motion, seconded by Council Member Washington, to **approve** the Draft Minutes of the Community Advisory Council Meeting of September 18, 2025, as amended; and the motion **carried** by the following vote of the Council:

AYES: Babaria, Gordon, Harrison, Messac, Pelagio, Prieto-Diaz, Ramirez, Szutu, Washington.
NOES: None.
ABSTAIN: Saena.
ABSENT: Aguilera, Goodwin, Jefferson, Ritterman, Ruano Hernandez.

Motion Approved.

ACTION ITEMS

5. COMPLIANCE AND ENFORCEMENT AD HOC COMMITTEE FINAL PRESENTATION AND RECOMMENDATIONS

Co-Chair Ken Szutu and Council Member Patrick Messac gave the presentation, Compliance and Enforcement Ad Hoc Committee Final Presentation and Recommendations, including: outline; recommended action; enforcement outcome; background; community perspective: living in the dust, resident testimony, and complaint report; case study and timeline; collaboration in action; keys to success; lessons from the Crown Hill Materials case; resources and lessons in efficiency; Council's Compliance and Enforcement Ad Hoc Committee: recommendations and rationale for Recommendations 1 through 7; Council's Compliance and Enforcement Ad Hoc Committee Pollution Map mock-up; potential outcomes; and acknowledgments.

Pam Leong, Air District Director of Engineering, then explained the Air District's basis for Crown Hill Materials' batch plant's permit exemption.

Public Comments

No requests received.

Council Comments

The Council and staff discussed the timeline (sequence of events) of the Crown Hill Materials (CHM) case study, and why it took seven months for the Air District to issue a Cease-and-Desist Letter and Notice of Violation from the time the community requested an investigation; whether the Air District had been in communication with the Solano County District Attorney's Office and the City of Vallejo's City Attorney's Office regarding the violation of CHM; the previous desire of one of the Council Members for a tour of CHM, which did not happen; whether the seven proposed recommendations within this presentation were reviewed by Air District subject experts and attorneys, and whether all seven recommendations must be approved; whether the CHM workers wear the proper

protective safety equipment when working at the facility, and whether the Air District can enforce that; the manner in which Air District inspectors are trained, regarding who to prioritize (community versus industry), when an intented and/or violation occurs; the status of the Air District's "Fugitive Dust White Paper: Regulatory Analysis and Recommendations to Further Address Fugitive Dust and Particulate Matter Emissions", published in March 2023, and whether potential rulemakings will result from the publication; whether the Council's Compliance and Enforcement Ad Hoc Committee has a priority list of the seven proposed recommendations; who helped the Council's Compliance and Enforcement Ad Hoc Committee create these recommendations; whether Air District staff and the Board will support the creation of the mock-up dashboard in this presentation; and whether Recommendation #1 (Implement a customer-centered complaint process that provides clear communication, feedback, and closure to complainants) should be revised to instead focus on the Air District's internal collaboration and communication instead of being community-facing.

Council Action

Council Member Ruano Hernandez made a motion, seconded by Council Member Harrison, to recommend that the Board's Community Equity, Health, and Justice Committee review and consider forwarding the seven recommendations developed by the Community Advisory Council's Compliance and Enforcement Ad Hoc Committee to the Board of Directors for consideration; and the motion **carried** by the following vote of the Council:

AYES:	Babaria, Gordon, Harrison, Messac, Pelagio, Prieto-Diaz, Ramirez, Ruano Hernandez, Saena, Szutu, Washington.
NOES:	None.
ABSTAIN:	None.
ABSENT:	Aguilera, Goodwin, Jefferson, Ritterman.

Motion Approved.

THE COUNCIL RECESSED AT 7:50 P.M., AND RESUMED AT 8:03 P.M.

6. RECOMMENDATIONS FOR BOARD OF DIRECTORS AND COMMUNITY ADVISORY COUNCIL COLLABORATIONS AND COMMUNICATIONS

Council Member Sejal Babaria gave the presentation, Recommendations for Board of Directors and Community Advisory Council Collaborations and Communications, including: outline; recommended action; current Air District communication pathways; themes for increasing Council and Board communications and collaborations; recommendations related to Themes #1 through #3; and recommended actions to the CEHJ Committee.

Public Comments

No requests received.

Council Comments

The Council and Air District staff discussed the current process for facilitating interaction between the Council and Board; whether Council Co-Chairs provide regular informational updates to the CEHJ Committee; how the Board and Council could go on toxic tours of fenceline communities without violating the Ralph M. Brown Act (number of members attending must constitute less than a quorum); whether proposed changes include allowing each Council Member to rotate in presentations to the CEHJ, on behalf of the Council; whether a required appointment for a Board Liaison to the Council should be written into the Council's Charter, and whether the Council should form an ad hoc committee to revisit the Charter; who decides the content of the Council's meeting agendas, and concern that Council Co-Chairs may elevate issues that they personally wish to prioritize; the desire for more toxic tours in Alameda County and for those Bay Area jurisdictions that offer no toxic tours; whether there is a correlation between CEHJ Committee meeting agendas and Council agendas (what is the subject matter of the CEHJ Committee meetings); the connection between the Council's role and that of the four Bay Area AB 617 Community Steering Committees; the belief that the Board lacks the Council's desire for collaboration between the two bodies; and who is creating the agenda for the joint Council and Board retreat on January 28, 2026, and whether the Council will have appointed new Co-Chairs by that date.

Council Actions

Council Member Ruano Hernandez made a motion, seconded by Council Member Washington, to recommend to the Board's Community Equity, Health, and Justice Committee that it recommend to the Board of Directors the following actions to increase communications and collaborations between the CAC and the Board:

Note: * indicates amended language

- 1) Council Member liaisons participate in Board and/or Standing Committee meetings as a non-voting guest in the discussions
- 2) Board member liaisons participate in Council meetings as a non-voting guest in the discussions
- 3) ~~*Annual Biannual~~ joint retreats are held between the Council and Board
- 4) Opportunities are provided for Council members to present informational items at Board and Standing Committee meetings
- 5) Informal meetings occur every 6 months between Council Co-Chairs, Board Leadership, and Air District staff leadership
- 6) New Council members have a meet and greet with the Board member(s) representing their geographical area
- 7) Board members go on a toxic tour of the jurisdiction they represent along with Council members from that area, *whenever possible

The motion **carried** by the following vote of the Council:

AYES: Babaria, Harrison, Messac, Pelagio, Prieto-Diaz, Ramirez, Ruano
Hernandez, Saena, Szutu, Washington.
NOES: Gordon.
ABSTAIN: None.
ABSENT: Aguilera, Goodwin, Jefferson, Ritterman.

Motion Approved.

Council Member Messac made a motion to **approve** the following actions to increase communications and collaborations between the CAC and the Board of Directors:

(Note: Black indicates original proposed recommendation language and *red indicates changes*)

- ~~1) Council prioritizes action items for Council meetings that align with Board actions~~
Council and Board workshop recommendations to increase communication and collaboration between the Council and Board at their first mutual convening.
- ~~2) Council creates an Ad Hoc Committee to follow Board agenda topics and to help set Council meeting agendas for 2026-2027 to align with Board actions~~
Board permits the Council to update its charter as needed (by the Council)
- ~~3) Council members provide informational and action item presentations at the Board's Community Equity, Health, and Justice Committee meetings (with CEHJ-approved action items moving to the Board of Directors)~~
Opportunities are provided to Council Members to present information and action items at Board and Standing Committee meetings.

Then Council Member Messac withdrew the above motion before it was seconded or voted upon.

Council Member Messac requested that the continued wordsmithing of these recommendations be displayed on the screen for the Council and public's benefit. Then there was an attempt to wordsmith the recommendations again with staff sharing screen. Then Council Member Messac made a motion, seconded by Council Member Ruano Hernandez, to do the following:

(Note: Black indicates original proposed recommendation language, *red indicates changes*, and *blue indicates additions*)

- ~~1) Council prioritizes action items for Council meetings that align with Board actions~~
~~1) Council and Board workshop recommendations to increase communication and collaboration between the Council and Board at their first mutual convening.~~
- ~~2) Council creates an Ad Hoc Committee to follow Board agenda topics and to help set Council meeting agendas for 2026-2027 to align with Board actions~~
Air District staff brings forth recommendations to the next Council meeting to improve the agenda setting component of the Council's Charter, making it more

responsive. Pelagio Friendly Amendment was accepted by maker of the motion (the seconder of the motion was not asked to accept it): The Board permits the Council to update its charter as needed (by the Council)

- 3) Council members provide informational and action item presentations at the Board's Community Equity, Health, and Justice Committee meetings (with CEHJ-approved action items moving to the Board of Directors).

This motion was not voted upon.

Co-Chair Pelagio made a motion, seconded by Council Member Gordon, to table the voting of any actions to increase communications and collaborations between the Council and the Board of Directors; and the motion **carried** by the following vote of the Council:

AYES:	Babaria, Gordon, Harrison, Messac, Pelagio, Prieto-Diaz, Ramirez, Ruano Hernandez, Saena, Szutu, Washington.
NOES:	None.
ABSTAIN:	None.
ABSENT:	Aguilera, Goodwin, Jefferson, Ritterman.

Motion Approved.

7. PROPOSED 2026 LEGISLATIVE PLATFORM REVIEW AND COMMUNITY ADVISORY COUNCIL RECOMMENDATIONS

Alan Abbs, Legislative Officer gave the staff presentation, *Proposed 2026 Legislative Platform Review and Community Advisory Council Recommendations*, including: recommended action; overview of the legislative platform; State Budget; State legislation; federal legislation and regulatory activity; and recommended actions to the Board's Policy, Grants, and Technology (PGT) Committee.

Public Comments

No requests received.

Council Comments

The Council and Air District staff discussed appreciation for Air District staff's efforts to protect AB 617 funding within the State Budget; whether the Air District has ever taken a support position on a bill that supported the interest of black and brown communities in direct opposition to a major polluting industry; the timeframe for sending recommendations to the PGT Committee; whether the Air District is involved in the review of any Bay Area airport expansion projects; and the manner in which the Council, as a body, may elevate issues to Mr. Abbs, versus Council Members doing so as individual members of the public.

At 10:12 p.m., a quorum of Council Members was lost, and the meeting was forced to adjourn. Items 8 and 9 did not occur.

Council Actions

No action taken.

OTHER BUSINESS

8. **SPECIAL ORDERS OF THE DAY**
9. **COUNCIL MEMBER COMMENTS**
10. **TIME AND PLACE OF NEXT MEETING**

The date of the Council's new cohort's first meeting will take place in January 2026, date to be determined. The meeting will be held in-person at the Bay Area Metro Center and at satellite locations as may be specified on the meeting agenda using a remote teleconferencing link. Members of the Community Advisory Council and the public may attend at any of those in-person locations, and members of the public may also attend virtually via webcast.

Adjournment

The meeting was adjourned at 10:12 p.m.

Attachments

- #4 – Approval of the Draft Minutes of the Community Advisory Council Meeting of September 18, 2025
- #5 – Compliance and Enforcement Ad Hoc Committee Final Presentation and Recommendations
- #6 – Recommendations for Board of Directors and Community Advisory Council Collaborations and Communications
- #7 – Proposed 2026 Legislative Platform Review and Community Advisory Council Recommendations

BAY AREA AIR DISTRICT
Memorandum

To: Members of the Board of Directors

From: Lynda Hopkins
Board Chairperson

Date: December 3, 2025

Re: Approval of the Executive Officer's Employment Agreement

RECOMMENDED ACTION

Approve the attached Executive Officer/APCO's Employment Agreement for a three-year term beginning February 21, 2026, and authorize the Board Chair to execute the agreement.

BACKGROUND

The current employment agreement of the Executive Officer/APCO of the Bay Area Air District, Dr. Philip M. Fine, is set to expire on February 20, 2026. Dr. Fine has served in the role since February 21, 2022, leading key initiatives in regional air quality management, equity-focused community programs, and implementation of state and federal air quality mandates.

The renewal of Dr. Fine's employment agreement will provide continuity of leadership needed to implement key strategies to achieve the goals outlined in the 2024-2029 Air District Strategic Plan. Over the next three years, the Air District will transform its workforce, operations, community engagement and programs to improve air quality, increase public trust, and demonstrate leadership in equity-centered environmental stewardship.

DISCUSSION

The proposed employment agreement reflects a new three-year term for Dr. Fine to continue serving as Executive Officer/APCO from February 21, 2026, through February 20, 2029. The agreement outlines terms and conditions including compensation, benefits, responsibilities, and provisions for performance evaluation and termination consistent with public agency employment practices and Board direction.

Outside Counsel Irma Rodriguez Moisa of Atkinson, Andelson, Loya, Rudd & Romo has prepared the proposed contract (Attachment 1). Air District staff recommends that the Board approve the agreement and authorize the Chair to execute the agreement on behalf of the Board of Directors.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funds for the Executive Officer's salary and benefits are included in the Fiscal Year Ending 2026 budget, Program 104. Funding for subsequent years will be incorporated into future proposed budgets for consideration by the Board.

Respectfully submitted,

Lynda Hopkins
Board Chairperson

Prepared by: Hyacinth Hinojosa
Reviewed by: Lynda Hopkins

ATTACHMENT(S):

1. Draft Employment Agreement 2026-29

EMPLOYMENT AGREEMENT

Executive Officer and Air Pollution Control Officer

This Employment Agreement (“Agreement”) is made and entered into on this 3rd day of December 2025, (“Effective Date”) by and between the Bay Area Air Quality Management District (the “District”) and Philip M. Fine (“Employee”) for services to be performed by Employee in the position of Executive Officer and Air Pollution Control Officer of the District. District and Employee are collectively hereinafter referred to as “Parties.”

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Term

The District currently employs Employee as the Executive Officer and Air Pollution Control Officer for a Term to expire February 20, 2026 pursuant to a December 21, 2022 Employment Agreement. The District hereby employs Employee as Executive Officer and Air Pollution Control Officer of the District and Employee hereby accepts employment for a period of three (3) years commencing on February 21, 2026, and ending on February 20, 2029, subject to the limitations of this Agreement. The previous Employment Agreement and Amendments to Employment Agreement shall lapse and be null and void effective February 21, 2026.

2. Duties

Employee shall serve as the Executive Officer and Air Pollution Control Officer of the District. Employee’s core function will be to administer and carry out the provisions of the District enabling statute (Chapter 4 of Part 3 of Division 26 of the California Health and Safety Code, commencing with section 40200) and as directed by the District Board. Employee shall carry out their duties in a manner consistent with the District’s operating rules and regulations and all applicable laws. The Executive Officer shall further the purposes and goals of the District and shall be responsible to the District Board of Directors (“Board”) for the implementation of Board policy and for efficient and effective administration of all Board affairs.

Typical duties required of the Executive Officer include:

- To attend all regular meetings of the Board and its committees, or assign an appropriate designee to attend, with the right to take part in discussions, but without the power to vote.
- To develop and direct the policies and procedures for program implementation of the goals and objectives of the Board.

- To recommend to the Board for adoption of such measures and resolutions as may be appropriate to support the duties and obligations of the Executive Officer.
- To prepare and submit to the Board for its consideration and approval the proposed annual budget.
- To support the review of administrative activities and provide responsive recommendations to the Board.

Employee understands and agrees that the duties listed in this section are illustrative only. Employee shall devote themselves on a full-time basis to fulfillment of their responsibilities and shall devote such time as may be reasonably necessary for satisfactory performance of their obligations under this Agreement. Employee shall undertake no other professional employment during the term of this Agreement.

3. Work Product/Attorney-Client Privilege/Proprietary Information

Employee agrees that all files, notes, documents, data, specifications, correspondence, drawings, reports and other material prepared by or furnished to Employee in connection with his District employment shall be and remain the sole and exclusive property of the District.

4. Compensation and Benefits

a. Salary

For services rendered pursuant to this Agreement, effective February 21, 2026, the District shall pay Employee an annual base salary of \$454,844.62 ("Base Salary"). Said Base Salary shall be paid on the dates and in the manner consistent with the payroll procedures of the District.

b. Cost of Living Adjustments

Employee shall receive an automatic cost of living adjustment to Employee's Base Salary on each July 1, commencing on July 1, 2026, during the term of employment equal to the California Consumer Price Index for Urban Wage Earners and Clerical Workers as calculated for the prior calendar year ("Annual Average") by the Department of Industrial Relations for the San Francisco Bay Area, but such adjustment shall not be greater than five percent (5%).

c. Fringe Benefits

Except as otherwise provided in this Agreement, Employee shall receive such employee benefits, including but not limited to transit allowance, pension, health insurance, and vacation benefits, as are payable to that class of District employees designated non-represented District Executive Management Staff.

Notwithstanding the health benefits otherwise provided to the non-represented District Executive Management Staff, District shall provide Employee an amount sufficient to cover the total premium cost for Health insurance at each level of coverage (Employee only, Two-Party, or Employee plus Two or More) for the PEMHCA Kaiser Permanente Region 1 Plan. If Employee chooses a plan with a higher premium at any level of coverage, Employee shall pay the additional premium. District shall provide Employee an amount sufficient to cover the total premium cost for the Dental Plan and Vision Service Plan – Buy-Up Plan at each level of coverage (Employee only, Two-Party, or Employee plus Two or More) for the plans offered by the District. The District will provide Employee with Life Insurance coverage of \$600,000.

d. Annual Leave

Notwithstanding the annual leave provided to non-represented District Executive Management Staff, Employee shall be granted fifteen (15) years of employment seniority for the purposes of calculating annual leave accrual as of the start date of this contract (i.e. Employee will accrue annual leave at the same rate as a fifteen-year employee upon hire). In addition, the minimum of accrued annual leave required for Employee to utilize the annual leave cash out policy shall be one hundred (100) hours. Employee may cash out up to 80 hours of annual leave each year. Annual leave shall otherwise be applied, earned, and administered consistent with the annual leave provided to non-represented District Executive Management Staff.

e. Management Leave

Employee shall be entitled to one-hundred twenty (120) hours of management leave annually. Management leave shall otherwise be applied, earned and administered consistent with the practices and procedures applicable to other non-represented District Executive Management Staff.

f. Deferred Compensation

Beginning March 1, 2026, the District shall match Employee's contribution to his 457(b) deferred compensation account up to \$15,500 (fifteen thousand, five hundred dollars). These contributions shall be made on a per pay period basis.

g. Income Tax Liabilities

Employee shall be responsible for all income tax liability assessed under law on account of his Compensation under this Agreement.

5. Annual Goal

Employee shall develop an annual statement of goals and objectives and a progress report for the District and shall present such goals at a regularly called meeting of the Board to be selected each year by the Board Chair in coordination with Employee.

6. Annual Performance Evaluation

Employee shall receive an annual performance evaluation in February 2026 with no further change in Salary. Each February thereafter, Employee shall receive annual performance evaluations where the District will consider a Base Salary increase up to five percent (5%). The District may, in its sole discretion, use any professional assistance in establishing standards for performance assessment. Nothing in this section shall be construed to require District to grant Employee any pay increases based on the performance standards, if any, mentioned above nor to limit in any manner the discretion of District to grant or not pay increases. Nor shall anything in this Agreement be interpreted to require District to evaluate Employee solely upon the performance standards, nor to limit the discretion of the District to evaluate Employee as it deems necessary in the sole discretion of the District.

7. Termination and Severance

- a. Employee's tenure as Executive Officer and Air Pollution Control Officer under this Agreement is limited to the contractual term of three (3) years and Employee's employment will terminate on February 20, 2029, unless the parties agree to extend this Agreement on or before that date. The Parties agree to meet and confer not less than four (4) months prior to the termination date to discuss whether to extend this Agreement, and if so, on what terms.
- b. Moreover, due to the duties of the position and nature of the services provided by Employee to District, the Employee serves at-will at the pleasure of the Board, and nothing herein shall prevent, limit, or otherwise interfere with the right of the Board to terminate Employee with or without cause. Except where the termination is for cause, the District will provide written notice thirty (30) days prior to the termination date. The District may, at its option, relieve Employee of his duties with pay during the notice period. Employee shall have no right to a termination hearing.
- c. Notwithstanding any other provision of this Agreement, and as required by Government Code Sections 3511.2 and 53260, if Employee is terminated by the District while the Employee is still willing and able to perform the duties of Executive Officer and Air Pollution Control Officer, the District agrees to pay Employee a lump sum payment as follows: a cash settlement equal to Employee's monthly Base Salary, as adjusted, multiplied by the number of months left on the unexpired term of this Agreement, up to a maximum of six (6) months. Payment of this cash settlement shall not affect any retirement or other post-employment benefits employee may be entitled to under this Agreement or otherwise. District and Employee agree that the cash settlement maximum of six (6) months provided for in this Section may be re-opened for negotiation within thirty (30) days of receiving a satisfactory performance review upon conclusion of the one-year evaluation.

- d. Any severance payment made by the District pursuant to this section shall be contingent on Employee executing and delivering to the District a release in substantially the same form as that attached hereto as Exhibit A.
- e. Notwithstanding section 7(d) above, the District shall not be obligated to pay, and shall not pay any amounts to Employee if Employee is terminated because of:
 - i. the conviction or plea of nolo contendere to any felony,
 - ii. the conviction or plea of nolo contendere to any misdemeanor involving moral turpitude or abuse of office,
 - iii. the willful or persistent material breach of duties or inattention to duties,
 - iv. a violation of statute or law constituting misconduct in office, or
 - v. willful misconduct.
- f. The District shall not be obligated to pay Employee any severance amount under this Agreement if Employee voluntarily retires or resigns in writing prior to termination, or if employee is terminated at expiration of this Agreement. In the event Employee voluntarily retires or resigns, Employee shall provide advance written notice to the District of at least thirty (30) calendar days.
- g. This Agreement shall be immediately terminated upon Employee's death or legal incapacity.

8. Indemnification and Defense

District shall indemnify, defend, and hold Employee harmless from and against all demands, claims, suits, actions, and legal proceedings brought against Employee and arising out of events within the scope of Employee's employment, except to the extent that Employee's actions are the result of gross negligence or willful misconduct. Employee shall cooperate in good faith with the District with respect to defense of such claims, demands, or legal actions.

9. Abuse of Office

Any salary provided Employee during an investigation shall be fully reimbursed if the Employee is convicted of a crime involving an abuse of office or position, as set forth in Government Code sections 53243 and 53243.4, resulting from the investigation. Any funds for the legal criminal defense of the Employee provided by the District shall be fully reimbursed to the District if the Employee is convicted of an abuse of office or position, as set forth in Government Code sections 53243.1 and 53243.4. Further, regardless of the term of this Agreement, if this Agreement is terminated, any cash settlement or severance related to the termination that the Employee receives from the District shall be fully reimbursed to the District if the Employee is convicted of

a crime involving an abuse of office or position, as set forth in Government Code sections 53243.2 and 53243.4.

10. Severability

If any term of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the District and Employee, the remainder of this Agreement shall remain in full force and effect unless the term or terms held to be illegal or void are wholly inseparable from the remaining provisions of the Agreement.

11. Governing Law

This Agreement shall be governed by the laws of the State of California.

12. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

13. Entire Agreement

This Agreement is the entire agreement between the parties regarding District's employment of Employee and supersedes all prior oral or written understandings. This Agreement cannot be modified except by a written amendment signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement which shall be effective upon the commencement date specified in Section 1 herein.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Lynda Hopkins, Chairperson Board of Directors

EMPLOYEE

Philip M. Fine

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: December 3, 2025

Re: Election of a Chairperson and Vice-Chairperson of the Board of Directors for
the 2026-2027 Term

RECOMMENDED ACTION

Elect a Chairperson and Vice-Chairperson of the Board of Directors for the 2026-2027 term.

BACKGROUND

Under Section 2.7 of the Air District's [Administrative Code](#), the Board of Directors is led by a Chair and Vice-Chair. These Board Officers are elected for two-year terms, beginning on January 1 of each even-numbered year.

The current two-year term began on January 1, 2024, when former Director Davina Hurt began her service as Chair, with Director Lynda Hopkins serving as Vice-Chair. When former Chair Hurt departed the Board of Directors in early 2025, then-Vice-Chair Hopkins became the Chair to serve out the remainder of Chair Hurt's term, and Director Veenker was elected to fill the Vice-Chair position for the remainder of the term. This two-year term ends on December 31, 2025.

The Board therefore needs to hold an election for Officers for the next two-year term, which will start on January 1, 2026.

DISCUSSION

The Nominating Committee is scheduled to meet at 9:30 am on December 3, 2025, immediately before the Board of Directors meeting, to consider recommending candidates for consideration by the Board. The Committee will report its recommendations based on its discussion and evaluation of the candidates. Following the Committee's report, the Board of Directors will then consider electing a Chairperson and Vice Chairperson for the term commencing January 1, 2026.

Air District staff have solicited nominations for the positions of Chair and Vice-Chair for the 2026-2027 term. Staff will circulate the names of those nominated, and any supporting statements, in advance of the meeting, and will make that information available for public review.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Justine Buenaflor
Reviewed by: Vanessa Johnson

ATTACHMENT(S):

1. Chairs and Vice Chairs List

Bay Area Air District Board Chairs and Vice-Chairs from 2014 to Present

	Chair	Chair (2)	Vice-Chair	Vice-Chair (2)
2014	N. Miley (County of Alameda)		C. Groom (County of San Mateo)	
2015	C. Groom (County of San Mateo)		E. Mar (County of San Francisco)	
2016	E. Mar (County of San Francisco)		L. Kniss (City of Palo Alto)	
2017	L. Kniss (City of Palo Alto)		D. Hudson (City of San Ramon)	
2018	D. Hudson (City of San Ramon)		K. Rice (County of Marin)	
2019	K. Rice (County of Marin)		R. Sinks (City of Cupertino)	
2020	R. Sinks (City of Cupertino)		C. Chavez (County of Santa Clara)	
2021	C. Chavez (County of Santa Clara)		K. Mitchoff (County of Contra Costa)	
2022	K. Mitchoff (Jan-May) (County of Contra Costa)	J. Bauters (May-Dec) (City of Emeryville)	J. Bauters (Jan-May) (City of Emeryville)	D. Hurt (May-Dec) (City of Belmont)
2023	J. Bauters (City of Emeryville)		D. Hurt (City of Belmont)	
Note: Two-Year Terms Began in 2024				
2024 & 2025	D. Hurt (Jan '24 -March '25) (City of Belmont)	L. Hopkins (March '25 -Dec '25) (County of Sonoma)	L. Hopkins (Jan '24 - March '25) (County of Sonoma)	V. Veenker (March '25 -Dec '25) (City of Palo Alto)

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: December 3, 2025

Re: Overview of Socioeconomic Analyses for Air District Rulemaking

RECOMMENDED ACTION

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

BACKGROUND

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

DISCUSSION

Rule Development and Socioeconomic Analysis Requirements

The Air District develops new rules and rule amendments to be considered by the Board of Directors for adoption. The California Health and Safety Code includes a number of requirements for evaluating and considering different impacts as part of the rule development process, including evaluations of emission reductions, compliance costs, cost-effectiveness and incremental cost-effectiveness, environmental impacts, and socioeconomic impacts. Requirements for socioeconomic impact assessments are described in California Health and Safety Code, Section 40728.5, which states that the "...agency shall, to the extent data are available, perform an assessment of the socioeconomic impacts of the adoption, amendment, or repeal of the rule or regulation," and that "the district board shall actively consider the socioeconomic impact of regulations and make a good faith effort to minimize adverse socioeconomic impacts." "Socioeconomic impact" is defined in the Health and Safety Code as:

1. The type of industries or business, including small business, affected by the rule or regulation.
2. The impact of the rule or regulation on employment and the economy of the region affected by the adoption of the rule or regulation.
3. The range of probable costs, including costs to industry or business, including small business, of the rule or regulation.
4. The availability and cost-effectiveness of alternatives to the rule or regulation being proposed or amended.
5. The emission reduction potential of the rule or regulation.
6. The necessity of adopting, amending, or repealing the rule or regulation to attain state and federal ambient air standards.

Air District staff performs some of these assessments as part of other analyses and requirements (such as evaluating emission reductions, cost-effectiveness of alternatives, necessity findings), and often works with vendors and consultants to assess socioeconomic impacts to industries, businesses, and regional employment and economy from the proposed rulemaking. This assessment process involves identifying entities impacted by the proposed regulation, estimating the economic value of these entities to the Bay Area (through Input-Output models such as IMPLAN (Impact Analysis for Planning) and REMI (Regional Economic Models, Inc.), estimating compliance costs, and analyzing the current economic performance of entities and the impact of the regulation on the continued economic performance (i.e., assumptions of profit reduction/loss, jobs losses).

These assessments provide useful information, but there can be some limitations. For example, standard methods for these analyses often focus on regional macroeconomic indicators and are not always able to answer more nuanced questions on local and specific community-level impacts. These analyses are also not designed to provide information on changes to consumption patterns resulting from regulation; while direct impact is measured, analysis of changes in consumption patterns resulting from a change to a regulation are not currently conducted nor required. In addition, some groups have expressed concerns about the adequacy or completeness of the analyses, although a precise impact assessment is difficult to achieve due to limited availability and uncertainty of data (e.g., proprietary business data, profit details, and relevant cross-sectional data to measure impact on certain specific areas or people groups).

Additional Information for Decision Making Processes

In light of these concerns, the Air District has made efforts to provide additional and supplemental information to the Board and public for rulemakings where appropriate and feasible. These types of information are not statutorily required, but can provide useful information and context for decision making. These include modeling-based assessments on health and equity benefits for proposed rulemaking, as well as expanded analysis and more detailed assessments of potential socioeconomic and economic impacts.

Modeling-based assessments of health and equity benefits can be used to estimate potential reductions in health impacts from reduced air pollution emissions associated with Air District rulemaking. These assessments use different tools to estimate these impacts, including:

- Air quality models to link source emissions to ambient concentrations;
- Exposure models with population data to evaluate pollution exposures and disparities across subgroups of race and ethnicity; and
- Health impacts models and studies to estimate health impacts and valuations.

Recent examples of such modeling-based methods include health and equity assessments for Amendments to Regulation 6, Rule 5: Particulate Emissions from Refinery Fluidized Catalytic Cracking Units (Rule 6-5) in 2021 and Amendments to Regulation 9, Rule 4 (Rule 9-4) and Regulation 9, Rule 6 (Rule 9-6) addressing nitrogen oxides (NOx) emissions from Natural Gas Space and Water Heaters in 2023.

The Air District has also made efforts to provide and prepare additional and expanded socioeconomic impact analyses for rulemakings when appropriate and feasible. These analyses often go beyond statutory requirements, and can provide additional information for the Board and public on potential impacts of a rulemaking, such as pass down compliance costs from industry to consumers, special impacts to small businesses and/or households, and additional context on the regional economic impact, location, and market structure of the affected industries. Recent examples of these expanded socioeconomic analyses include:

- 2023 Amendments to Rule 9-4 and Rule 9-6 (NOx from Natural Gas Space and Water Heaters) – This analysis evaluated the direct impacts of increased compliance costs on residential consumers installing and replacing space and water heaters. The analysis explored potential equity impacts at the household-level by different income groups, housing tenure, and poverty level. The analysis also assessed potential shifts in consumer spending and potential job losses (both direct and indirect/induced), as well as potential costs and impacts of related electric utility infrastructure upgrades.
- 2025 Amendments to Rule 6-3 and Regulation 5 (Woodburning) – This analysis explored potential socioeconomic impacts from both direct costs on residential consumers and business impacts. The analysis explored impacts at the household level by different income groups and poverty level, as well as potential shifts in spending and potential job losses (both direct and indirect/induced).

The Air District continues to evaluate and explore opportunities to incorporate this additional analysis and information in future work. In 2023, the Air District conducted a request for qualifications for contractors with these expanded capabilities, and continues to evaluate opportunities to incorporate this work into a number of different projects. Potential future projects may include additional analysis of socioeconomic impacts associated with the Air District's amendments to Regulation 3: Fees. The Air District typically amends Regulation 3 annually to revise fee schedules and fees charged to

various entities. The California Health and Safety Code does not require the Air District to analyze socioeconomic impacts from these amendments, but this analysis may provide the Board and public with additional information on impacts of increased fees on businesses and the regional economy. The Air District also anticipates expanding socioeconomic analyses for projects with the potential for broad and widespread impacts, including rulemakings with direct impacts to households and small businesses, as data availability allows.

Next Steps

The Air District presented on this topic at the November 12, 2025, meeting of the Stationary Source Committee. Committee members and public commenters touched on a number of topics, including the impacts of Air District rulemakings on consumer costs, socioeconomic impacts through an equity lens, the caveats and limitations of additional expanded analysis, resource and timeline implications of additional analysis, and the use of benefits and cost analyses for informed decision-making. The Air District plans on assessing the need and exploring best design for a potential policy framework that would define future socioeconomic analysis and providing regular updates and items for discussion at the Air District's Stationary Source Committee.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: David Joe
Reviewed by: Leonid Bak

ATTACHMENT(S):

1. Overview of Socioeconomic Analyses for Air District Rulemaking Presentation



Overview of Socioeconomic Analyses for Air District Rulemaking

Board of Directors

December 3, 2025

Leonid Bak

Economist / Senior Advanced Projects Advisor
Regulatory Development Division

Presentation Outline

- Background on Rule Development Requirements
- Statutory Requirements for Socioeconomic Impacts
- Overview of Socioeconomic Analyses
- Additional Information for Decision Making Processes
 - Health and Equity Assessments
 - Expanded Analysis of Socioeconomic and Economic Impacts

Rule Development Requirements

- Air District develops new rules and rule amendments to be considered by the Board of Directors for adoption
- Number of requirements for evaluating and considering different impacts as part of the rule development process include estimates of:
 - Emission reductions
 - Compliance costs
 - Cost-effectiveness and incremental cost-effectiveness
 - Environmental impacts
 - Socioeconomic impacts

Statutory Requirements

- **California Health and Safety Code, Section 40728.5**
 - “...agency shall, to the extent data are available, perform an assessment of the socioeconomic impacts of the adoption, amendment, or repeal of the rule or regulation.”
 - “The district board shall actively consider the socioeconomic impact of regulations and make a good faith effort to minimize adverse socioeconomic impacts...”

Statutory Requirements (cont.)

- “Socioeconomic impact” means the following:
 - (1) The type of industries or business, including small business, affected by the rule or regulation
 - (2) The impact of the rule or regulation on employment and the economy of the region affected by the adoption of the rule or regulation
 - (3) The range of probable costs, including costs to industry or business, including small business, of the rule or regulation

Statutory Requirements (cont.)

- “Socioeconomic impact” means the following (cont.):
 - (4) The availability and cost-effectiveness of alternatives to the rule or regulation being proposed or amended
 - (5) The emission reduction potential of the rule or regulation
 - (6) The necessity of adopting, amending, or repealing the rule or regulation to attain state and federal ambient air standards

Overview of Socioeconomic Analyses

- Air District performs some of these assessments as part of other analyses and requirements (such as evaluating emission reductions, cost-effectiveness of alternatives, necessity findings)
- Impacts to industries, businesses, and regional employment and economy assessed with support of socioeconomic consultants

Socioeconomic Analysis: Current Process

Identify Industry

- Identify entities impacted by the proposed regulation
- Estimate economic value of these entities to the Bay Area via input-output (I-O) models, such as IMPLAN (Impact Analysis for Planning) and REMI (Regional Economic Models, Inc.)

Identify Costs

- Estimate average cost of device and implementation to comply with regulation (including cost-effective alternatives)

Assess the Impact

- Analyze economic performance of entities
- Estimate emissions reduction and need for regulatory action
- Estimate impact of regulation (i.e., costs) on continued economic performance (i.e., assumptions of profit reduction/loss, jobs losses)

Limitations of Analysis

- Analysis is focused on regional macroeconomic indicators
 - Does not answer more nuanced local/community-level questions
- Socioeconomic analyses are not designed to provide information on changes to consumption patterns resulting from regulation
 - Direct impact is measured currently, but analysis of impacts on changes in consumption patterns resulting from a change to a regulation, i.e., induced impact estimates, are not currently conducted nor required

Limitations of Analysis (cont.)

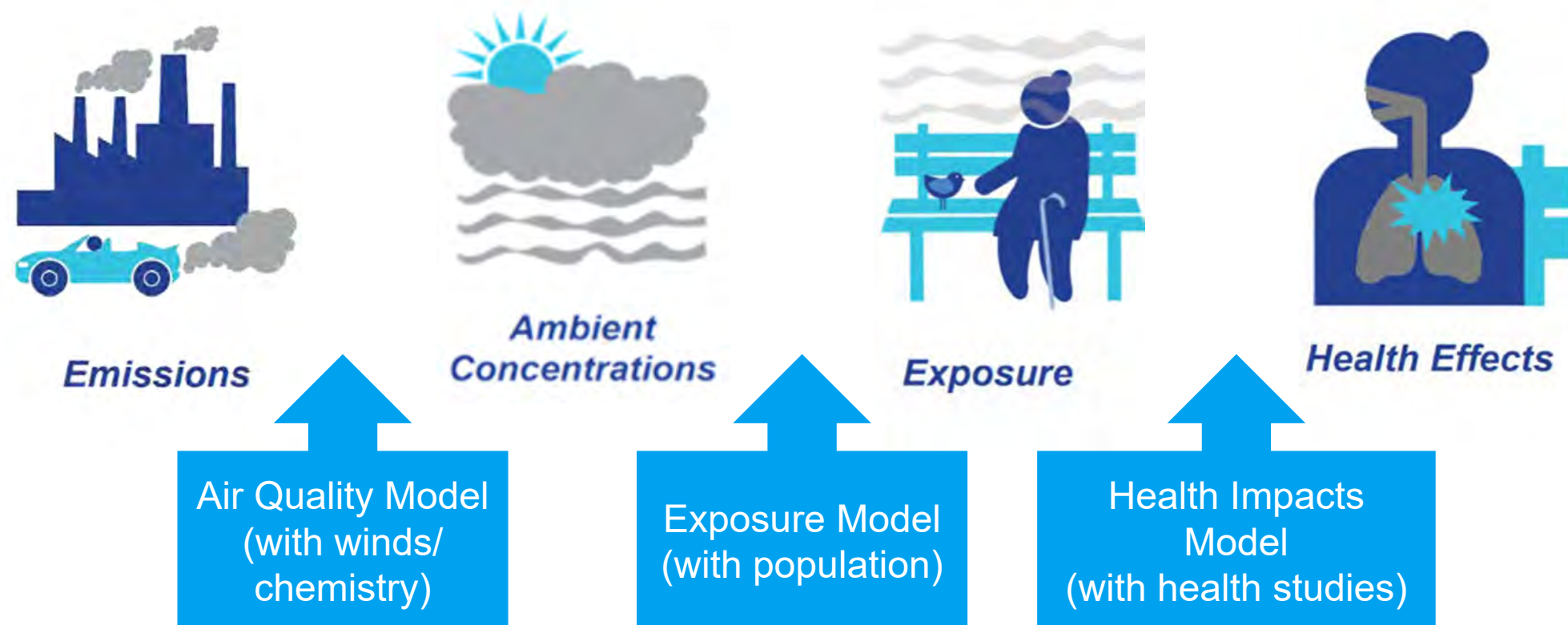
- While some groups have expressed concerns about the adequacy or completeness of the analyses, a precise impact assessment is hard to achieve due to data availability – proprietary business data, such as profit details, relevant cross-sectional data to measure impact on certain specific areas or people groups

Additional Information for Decision Making

- Types of information that are not statutorily required, but can provide supplemental information to the Board and public
 - Modeling-based assessments on health and equity benefits for proposed new rules or amendments
 - Expanded analysis or more detailed assessment of potential socioeconomic and economic impacts

Health and Equity Assessments

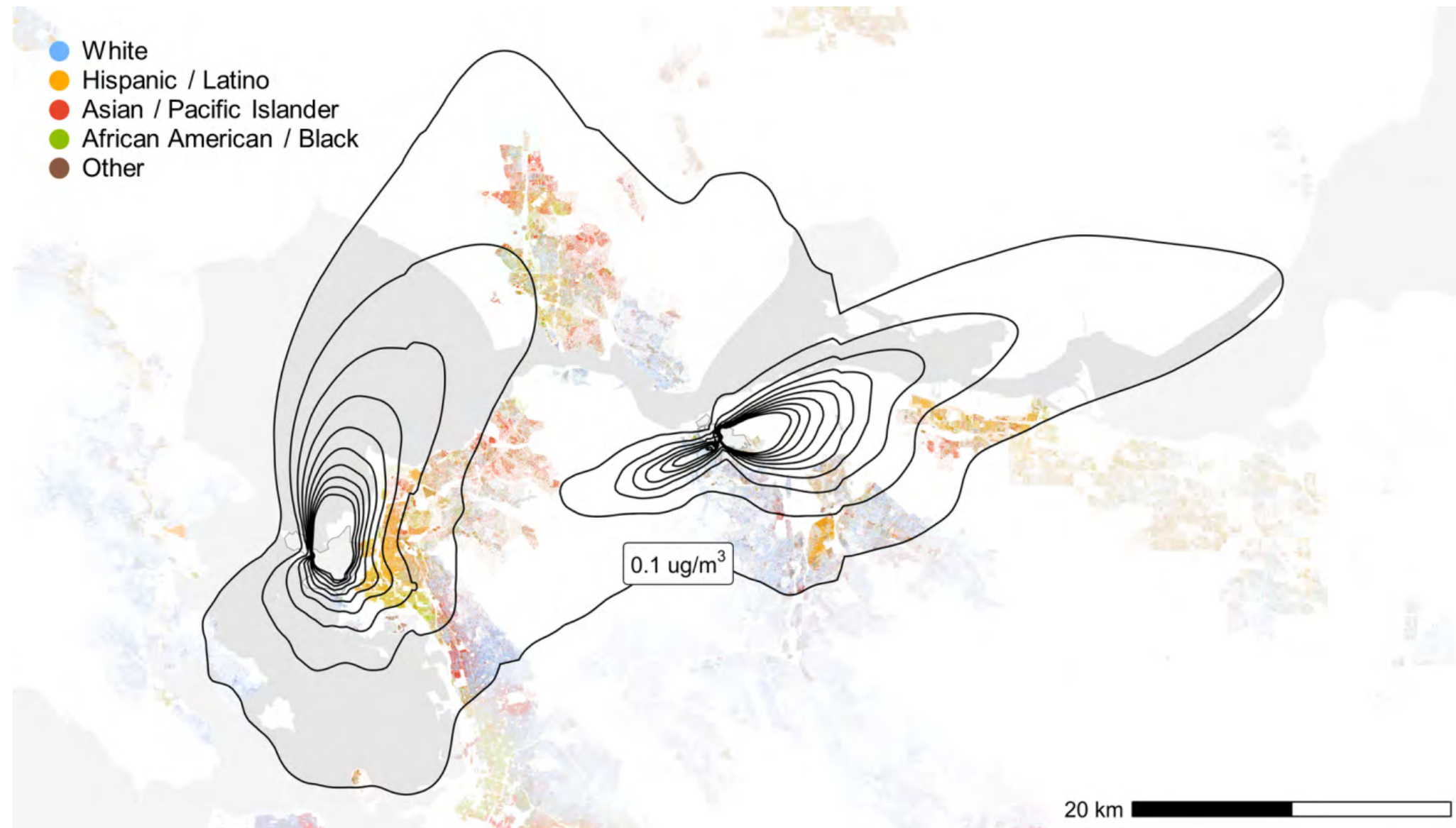
- Modeling can link proposed emission reductions to health impact reductions



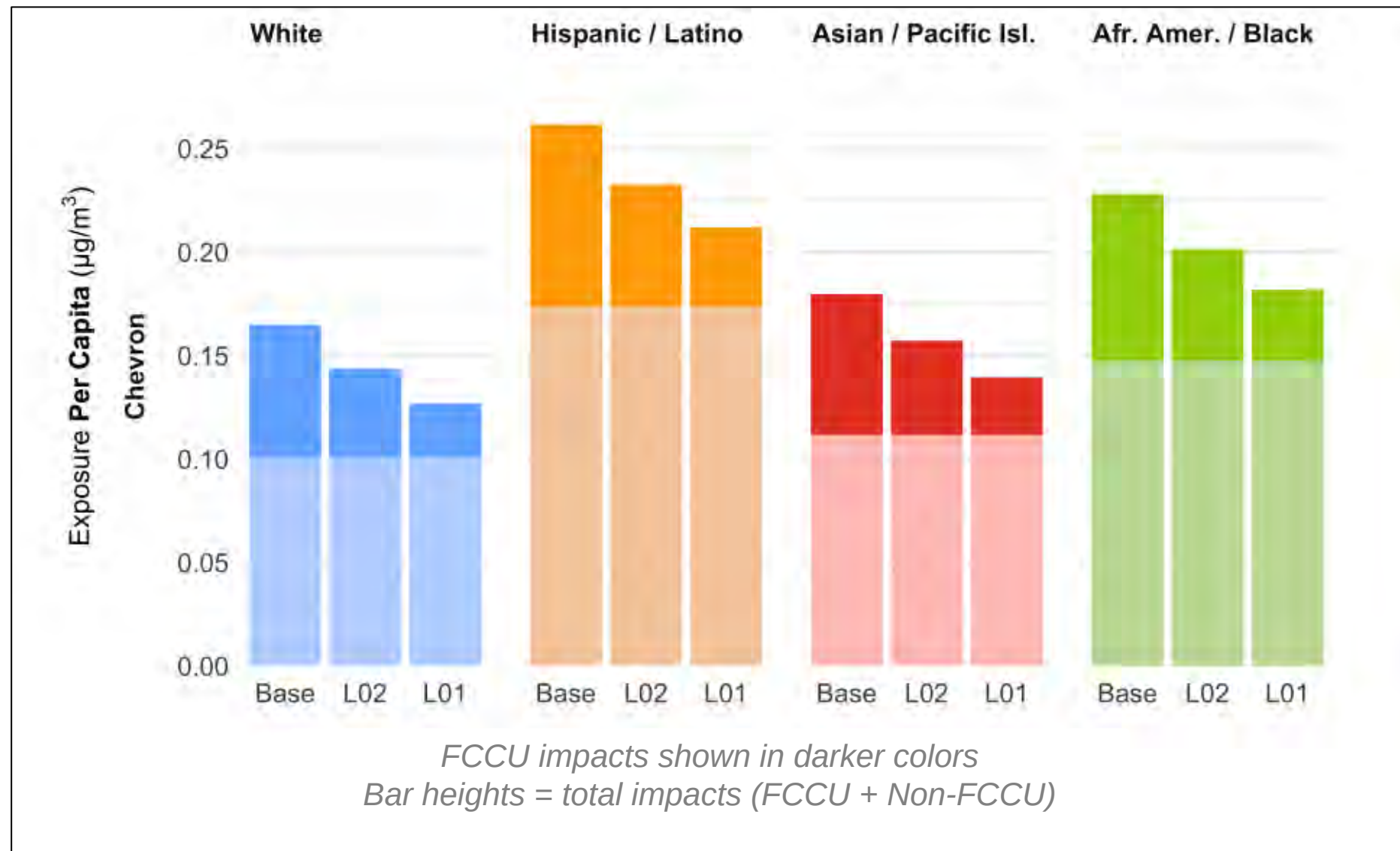
Health and Equity Assessments: Examples

- Examples from past rulemakings:
 - 2021 Amendments to Rule 6-5: Particulate Emissions from Refinery Fluidized Catalytic Cracking Units (FCCUs)
 - 2023 Amendments to Rules 9-4 and 9-6: Nitrogen Oxides (NOx) from Natural Gas Space and Water Heaters
- Modeled contributions to annual average particulate matter (PM_{2.5}) at 1 kilometer scale
- Evaluated corresponding exposure levels and disparities
- Estimated health benefits and valuations from rulemakings

2021 Amendments to Rule 6-5: Refinery FCCUs – Modeled PM_{2.5} Levels & Residential Demographics



2021 Amendments to Rule 6-5: Refinery FCCUs – Exposure Disparities



2021 Amendments to Rule 6-5: Refinery FCCUs – Health Benefits

Modeled Health Endpoints

Premature mortality

Cardiovascular: heart attacks, hospital admissions

Restricted activity days

Work loss days

Asthma: exacerbations, Emergency Room visits, hospital admissions

Respiratory illness: upper/lower tract, bronchitis, chronic lung disease

Expected PM_{2.5} exposure reductions →

Decreased mortality & morbidity →

Overall valuations (\$)

Expanded Socioeconomic Impact Analysis

- Often beyond statutory requirement, but can provide additional information for the Board and public
- Additional analysis relevant or appropriate often specific to project of interest and dependent on data availability:
 - Pass down of compliance costs from industry to consumers
 - Special impacts to small businesses
 - Cumulative regional economic impact, location, and market structure of the affected industries
 - Incremental impacts of potential alternative control options

Expanded Socioeconomic Impact Analysis: Example

- **2023 Amendments to Rules 9-4 and 9-6: NOx from Natural Gas Space and Water Heaters**
 - Direct cost impacts on residential consumers
 - Household level impacts – Income groups, housing tenure, poverty level
 - Shifts in consumer spending and potential job losses (direct and indirect/induced)
 - Potential costs of related infrastructure upgrades

Expanded Socioeconomic Impact Analysis: Example (cont.)

- **2025 Amendments to Rule 6-3 and Regulation 5 (Woodburning)**
 - Industry impacts and direct cost impacts on residential consumers
 - Household level impacts – Income groups, poverty level
 - Shifts in consumer spending and potential job losses (direct and indirect/induced)

Expanded Socioeconomic Impact Analysis: Potential Future Work

- Evaluating and expand vendor capabilities as needed:
 - Air District selected vendors in 2023 from a Request For Proposals (RFP) solicitation process with capabilities for additional/expanded analysis (given appropriate data is available for analysis)
 - Evaluate the need for potential expansion of capabilities in the future (Request For Qualifications (RFQs), RFPs, etc.)

Expanded Socioeconomic Impact Analysis: Potential Future Work (cont.)

- Expanding analysis when appropriate and feasible for specific projects
- Amendments to Regulation 3: Fees
 - Socioeconomic analysis not required for these amendments under California Health and Safety Code, Section 40728.5
 - Additional information on impacts to industries/businesses
- Other future rulemaking projects with potential impacts:
 - Broad and widespread impacts
 - Direct small business and/or household impacts
 - Data availability to support level of analysis

Recent Comments and Discussion

- Presented at Stationary Source Committee (SSC) on November 12, 2025
- Committee members and public commenters:
 - Impacts on consumers
 - Equity impacts
 - Understand caveats/limitations and additional resources/time
 - Due diligence on impacts for informed decision making on costs and benefits
 - Air District policy to set expectations

Next Steps

- Continued discussions with stakeholders
- Assess the need for an Air District policy
- Study best practices on socioeconomic analysis within regulatory environment
- Committed to regular updates and discussion at SSC meetings

Questions & Discussion

For more information:

Leonid Bak | Economist/Sr. Advanced Projects Advisor | lbak@baaqmd.gov