

BOARD OF DIRECTORS  
COMMUNITY EQUITY, HEALTH, AND JUSTICE COMMITTEE  
May 14, 2025

COMMITTEE MEMBERS

NOELIA CORZO– CHAIR  
DIONNE ADAMS  
MONICA BROWN  
JOELLE GALLAGHER  
MARK SALINAS  
STEVE YOUNG

JOHN GIOIA – VICE-CHAIR  
BRIAN BARNACLE  
BRIAN COLBERT  
RAY MUELLER  
SHAMANN WALTON

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

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

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

San Mateo County  
Board of Supervisors' Office  
500 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063.

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

Pittsburg City Hall  
City Manager's Office  
Mayor/Council Conference Room, 301A  
65 Civic Ave., 3rd Floor  
Pittsburg, California 94565

3501 Civic Center Dr.  
Room 324A  
San Rafael, CA 94903

**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 Community Equity, Health and Justice Committee 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](http://www.baaqmd.gov/bodagendas).

Members of the public may participate remotely via Zoom at <https://bayareametro.zoom.us/j/86953625171>, or may join Zoom by phone by dialing (669) 900-6833 or (408) 638-0968. The Webinar ID for this meeting is: 869 5362 5171

**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 Committee 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 Committee welcomes comments, including criticism, about the policies, procedures, programs, or services of the District, or of the acts or omissions of the Committee. Speakers shall not use threatening, profane, or abusive language which disrupts, disturbs, or otherwise impedes the orderly conduct of a Committee meeting. The District is committed to maintaining a workplace free of unlawful harassment and is mindful that District staff regularly attend Committee 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.

# COMMUNITY EQUITY, HEALTH, AND JUSTICE COMMITTEE MEETING AGENDA

WEDNESDAY, MAY 14, 2025

1:00 PM

Chairperson, Noelia Corzo

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

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

2. **Pledge of Allegiance**

**CONSENT CALENDAR (Item 3)**

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

3. **Approval of the Draft Minutes of the Community Equity, Health, and Justice Committee Meeting of April 9, 2025.**

*The Committee will consider approving the Draft Minutes of the Community Equity, Health, and Justice Committee Meeting of April 9, 2025.*

**ACTION ITEM(S)**

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

*The Committee will consider recommending that the Board of Directors (i) allocate \$4,000,000 of Community Air Protection (CAP) Incentives funding to support Home and School Air Filtration Programs and (ii) authorize the Executive Officer/APCO to execute a Master Services Agreement with IQAir Foundation in an amount of \$3,000,000 to support the continuation of a School Air Filtration Program. This item will be presented by Anna Lee, Manager, Environmental Justice Division.*

## **INFORMATIONAL ITEM(S)**

### **5. Community Perspectives**

*The Committee will consider and discuss the work of Sustainable Contra Costa, including the East Bay Clean Air Coalition. Sustainable Contra Costa is a James Cary Smith Community Grant Program Cycle 1 awardee. This item will be presented by Eliana Batrez, Senior Program Specialist at Sustainable Contra Costa, together with Elinor Mattern, Senior Staff Specialist, Environmental Justice Division.*

### **6. Assembly Bill 617 Program Update**

*The Committee will consider and discuss an update on the Assembly Bill 617 program in the communities of West Oakland, Richmond – North Richmond – San Pablo, East Oakland, and Bayview Hunters Point/Southeast San Francisco. This item will be presented by Diana Ruiz, Acting Environmental Justice and Community Engagement Officer; Karissa White, Staff Specialist II; Aneesh Rana, Senior Staff Specialist; and Daniel Madrigal, Senior Staff Specialist of the Environmental Justice Division.*

## **OTHER BUSINESS**

### **7. 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 Committee. Members of the public will have two minutes each to address the Committee, unless a different time limit is established by the Chair. The Committee welcomes comments, including criticism, about the policies, procedures, programs, or services of the District, or of the acts or omissions of the Committee. Speakers shall not use threatening, profane, or abusive language which disrupts, disturbs, or otherwise impedes the orderly conduct of a Committee meeting. The District is committed to maintaining a workplace free of unlawful harassment and is mindful that District staff regularly attend Committee 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.*

8. Committee Member Comments

*Any member of the Committee, 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)*

9. Report of the Deputy Executive Officer of Equity and Community Programs

10. Time and Place of Next Meeting

*Wednesday, June 11, 2025, at 1:00 p.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Community Equity, Health and Justice Committee members and members of the public will be able to either join in-person or via webcast.*

11. Adjournment

*The Committee meeting shall be adjourned by the Chair.*

**CONTACT:**

**MANAGER, EXECUTIVE OPERATIONS**  
**375 BEALE STREET, SAN FRANCISCO, CA 94105**  
[vjohnson@baaqmd.gov](mailto:vjohnson@baaqmd.gov)

**(415) 749-4941**  
**FAX: (415) 928-8560**  
**BAAQMD homepage:**  
[www.baaqmd.gov](http://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 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](http://www.baaqmd.gov/accessibility) to learn how and where to file a complaint of discrimination.

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

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

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

**MAY 2025**

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

**JUNE 2025**

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

JMB 5/8/25 – 8:07 a.m.

G/Board/Executive Office/Moncal

**BAY AREA AIR DISTRICT**  
Memorandum

To: Chairperson Noelia Corzo and Members  
of the Community Equity, Health and Justice Committee

From: Philip M. Fine  
Executive Officer/APCO

Date: May 14, 2025

Re: Approval of the Draft Minutes of the Community Equity, Health, and Justice  
Committee Meeting of April 9, 2025.

RECOMMENDED ACTION

Approve the Draft Minutes of the Community Equity, Health, and Justice Committee Meeting of April 9, 2025.

BACKGROUND

None.

DISCUSSION

Attached for your review and approval are the Draft Minutes of the Community Equity, Health, and Justice Committee Meeting of April 9, 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 Community Equity Health and Justice Committee Meeting of April 9, 2025

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

Community Equity, Health, and Justice Committee Meeting  
Wednesday, April 9, 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](http://www.baaqmd.gov/bodagendas)*

### **CALL TO ORDER**

1. **Opening Comments:** Community, Equity, Health, and Justice Committee (Committee) Chairperson, Noelia Corzo, called the meeting to order at 1:03 p.m.

#### **Roll Call:**

Present, In-Person (Bay Area Metro Center, 375 Beale Street, 1<sup>st</sup> Yerba Buena Room, San Francisco, CA, 94105): Chairperson Noelia Corzo; and Directors Mark Salinas and Shamann Walton.

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

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

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

Absent: Vice Chairperson John Gioia; and Directors Brian Barnacle, Monica Brown, Brian Colbert, and Joelle Gallagher.

2. **PLEDGE OF ALLEGIANCE**

## **CONSENT CALENDAR**

### **3. APPROVAL OF THE DRAFT MINUTES OF THE COMMUNITY EQUITY, HEALTH, AND JUSTICE COMMITTEE MEETING OF MARCH 12, 2025**

#### **Public Comments**

No requests received.

#### **Committee Comments**

None.

#### **Committee Action**

Director Walton made a motion, seconded by Director Salinas, to approve the Draft Minutes of the Community, Equity, Health, and Justice Committee Meeting of March 12, 2025; and the motion carried by the following vote of the Committee:

AYES:	Adams, Corzo, Mueller, Salinas, Walton, Young.
NOES:	None.
ABSTAIN:	None.
ABSENT:	Barnacle, Brown, Colbert, Gallagher, Gioia.

## **ACTION ITEMS**

### **4. COMMUNITY BENEFIT FUND DISBURSEMENT PLAN**

Community Advisory Council (CAC) Members William Goodwin and Latasha Washington, gave the presentation *Community Benefit Fund Disbursement Plan*, including: outline; requested action; background; March 20, 2025 CAC meeting; processes considered and not selected by the CAC; the “People’s Air Grant Program” (PAGP) elements – grant program goals, eligible applicants and projects, funding tiers, grant administration and accountability; PAGP direct grantmaking process (CAC’s recommendation) – stages 1-3, timeline; next steps; and requested action.

#### **Public Comments**

Public comments were given by Mark Williams, Jr., Environmental Justice League.

#### **Committee Comments**

The Committee and staff discussed the proposed amount of \$300,000 of the Community Benefit Fund intended to serve as administrative costs in the PAGP grantmaking process, and whether the proposed \$1,000 stipend for project reviewers would be taken from the \$300,000; whether particular non-governmental organizations were considered during the development of the foundation-managed grant program option that was proposed to the CAC, and if so, whether those organizations contributed input regarding administrative costs rates; whether

the foundation-managed grant program option would include audited budgeting for organizations selected (with the Air District as a fiscal sponsor); whether the PAGP option would have the CAC recommend a slate of proposals to the Committee, and then the full Board of Directors for final approval, and whether the administrative cost of \$300,000 would go to cover Air District staff time; the proposed funding tier structure; project reporting requirements; the request for a status update to the Committee, once the Board makes its approval of whatever option is selected; the manner in which the CAC would identify and prioritize project types for the PAGP option; and whether the option of allocating monies from the Community Benefit Fund to local governments to distribute on their own was considered, and potential advantages and disadvantages of involving local governments in the PAGP process.

#### Committee Action

Director Salinas made a motion, seconded by Director Adams, to recommend that the Board approves the CAC's recommendation of "The PAGP" with a direct grantmaking process for the disbursement of the Community Benefit Fund in a total amount of \$3 million; and the motion carried by the following vote of the Committee:

AYES: Adams, Corzo, Mueller, Salinas, Walton, Young.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Barnacle, Brown, Colbert, Gallagher, Gioia.

#### **5. COMMUNITY ADVISORY COUNCIL SELECTION PROCESS**

Lisa Flores, Staff Specialist, gave the staff presentation *CAC Selection Process*, including: recommended action; outline; background; Board selection criteria; propose additional guidance for selection of new applicants; proposed additional guidance for selection for existing CAC members reapplying; application for new applicants; application for new applicants; application for existing CAC members; process and timeline; and recommended action.

#### Public Comments

No requests received.

#### Committee Comments

The Committee and staff discussed the reason for separate applications for new and returning CAC members; the process for vetting new and returning candidates; whether a single slate of candidates, consisting of both new and returning members will be proposed to the Board; and discussed the use of the word "civility", stemming from the approved language by the inaugural CAC in the CAC's original charter and now referenced in the proposed additional guidance for the selection of new applicants and application for new CAC members.

### Committee Action

Director Salinas made a motion, seconded by Director Walton, to **adopt** (without the need for further Board approval) the following guidance for the Community Advisory Council member selection process and application questions for current Community Advisory Council members reapplying and for new candidates:

1. Proposed CAC member selection process;
2. Proposed application questions for new and returning CAC candidates; and
3. Proposed application question for CAC members who are reapplying, with the addition of, *“Share how you have exemplified civility during your tenure on the CAC, describe how you have worked in a professional manner with colleagues, stakeholders, the public, civil servants, and government staff.”*

The motion carried by the following vote of the Committee:

AYES:	Adams, Corzo, Mueller, Salinas, Walton, Young.
NOES:	None.
ABSTAIN:	None.
ABSENT:	Barnacle, Brown, Colbert, Gallagher, Gioia.

### INFORMATIONAL ITEMS

#### 6. **MARIE HARRISON ENVIRONMENTAL JUSTICE SCHOLARSHIP PROGRAM UPDATE**

Daniel S. Madrigal, Senior Staff Specialist, and Arieann Harrison, Founder and Executive Director of the Marie Harrison Community Foundation (MHCF), gave the presentation *Marie Harrison Environmental Justice Scholarship Program Update*, including: agenda; Marie Harrison; MHCF; scholarship goals and criteria; review of 2024 scholarships; 2024 scholarship winners; Marie Harrison Environmental Justice Scholarship Year 3; and questions/feedback.

#### Public Comments

Public comments were given by Tonia Randell, MHCF.

#### Committee Comments

The Committee and staff discussed outreach efforts; and trends in applicants and awardees.

### Committee Action

No action taken.

**Note: At this point in the meeting (2:36 p.m.), the Committee lost quorum of its members, and the meeting was forced to adjourn. Items 7 through 10 will be taken up on the agenda for the next meeting of the Community Equity, Health, and Justice Committee.**

**7. ASSEMBLY BILL 617 PROGRAM UPDATE**

**OTHER BUSINESS**

**8. PUBLIC COMMENT ON NON-AGENDA MATTERS**

**9. COMMITTEE MEMBER COMMENTS**

**10. REPORT OF THE DEPUTY EXECUTIVE OFFICER OF EQUITY AND COMMUNITY PROGRAMS**

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

Wednesday, May 14, 2025, at 1:00 p.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Community Equity, Health, and Justice Committee members and members of the public will be able to either join in-person or via webcast.

**12. ADJOURNMENT**

The meeting was adjourned at 2:37 p.m.

Marcy Hiratzka  
Clerk of the Boards

**BAY AREA AIR DISTRICT**  
Memorandum

To: Chairperson Noelia Corzo and Members  
of the Community Equity, Health and Justice Committee

From: Philip M. Fine  
Executive Officer/APCO

Date: May 14, 2025

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

**RECOMMENDED ACTION**

Recommend to the Board of Directors that the Board:

1. Allocate \$4,000,000 of Community Air Protection (CAP) Incentives funding to support Home and School Air Filtration Programs; and
2. Authorize the Executive Officer/APCO to execute a Master Services Agreement with IQAir Foundation in an amount not to exceed \$3,000,000 for implementation of a School Air Filtration Program.

**BACKGROUND**

**Home and School Air Filtration Programs**

In 2019, the Air District received a \$2 million grant from the California Air Resources Board (CARB) Supplemental Environmental Project (SEP) program to provide high-efficiency air filtration in elementary schools. Through a Professional Services Agreement with IQAir Foundation and partnerships with local school districts, the Air District installed air filtration and provided five years of replacement filters and maintenance in twelve public elementary schools in close proximity to freeways and impacted by particulate matter 2.5 (PM<sub>2.5</sub>) in Assembly Bill (AB) 617 communities. The elementary schools are in the following areas: Bayview Hunters Point/ Southeast San Francisco, East and West Oakland, Pittsburg-Bay Point, and Tri-Valley in Alameda County.

On July 20, 2022, the Board of Directors approved approximately \$300,000 in Wildfire Mitigation Designation funds to provide air filtration and five-years of replacement filters and maintenance in an additional four elementary schools in Richmond and San Pablo, bringing the total to 16 schools. All funds have been expended.

In 2021, the Air District joined Bay Area partners in the California Asthma Mitigation Project and Regional Asthma Management and Prevention and local health clinics to distribute high-efficiency stand-alone air filtration units to low-income individuals that had lung conditions to use in their homes to mitigate asthma triggers. This started the Home Air Filtration Program (HAFP) and was funded by \$350,000 in general funds. The HAFP expanded with approximately \$700,000 in Wildfire Mitigation Designation funds authorized by the Board in July 2022 to include broader populations living in AB 617 communities and communities with an overall score of 70 to 100 in CalEnviroScreen 4.0 through new partnerships with local health centers, James Cary Smith Community Grantees, and community-based organizations. In July and November 2023, the Board approved funding flexibility among the partners and removed the respiratory illness eligibility requirement to improve program efficiency and allowed the purchase of filter replacements, extending the life of the filtration units to one year.

Currently, the Air District has distributed over 4,100 air filtration units to vulnerable populations in impacted communities and worked with 25 organizational partners. Community partners have expressed that the program is valuable, aligns closely with their organization's programs and activities, and that there remains a strong need to distribute air filtration units to community members. Of the allocated funds from 2021, \$65,000 remains to be allocated for local health clinics. Of the Wildfire Mitigation Designation funds, about \$15,000 remain.

### **CAP Incentives Program**

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

Beginning in 2017, the California Legislature approved funding for the CAP Incentives Program from the State's Greenhouse Gas Reduction Fund, which is used to reduce criteria pollutants, toxic air contaminants, and greenhouse gases. Approximately \$212 million in project funds has been awarded by CARB to the Air District for distribution since the inception of this program. At least 80% of these funds must be allocated to projects that benefit disadvantaged communities (Senate Bill 535), and low-income communities (AB 1550). The Air District has primarily used this funding source to achieve cost-effective emissions reductions through projects that replace heavy-duty diesel vehicles and mobile equipment with cleaner alternatives and projects that install infrastructure to support fleet transitions from diesel to zero-emission, with a focus on emissions reduction benefits to AB 617 communities, and other disadvantaged communities and low-income communities.



CAP Incentives funding may also be used to award grants to other project categories eligible under the CAP Incentives Guidelines, including air filtration systems for sensitive receptors.

## DISCUSSION

Air District staff is recommending the allocation of CAP Incentives funding to allow the School Air Filtration program to continue and support the implementation of actions in Community Emissions Reduction Plans (CERP). The Path to Clean Air (PTCA) Plan, adopted by the Board of Directors on May 1, 2024, includes Health Action 4.2 to install high-efficiency air filtration in schools in the Plan area as it is an effective mitigation for PM pollution. Staff, along with the Community Steering Committee (CSC) Leads, have prioritized 14 public elementary schools in the PTCA area for implementation.

The proposed Master Services Agreement 2025.109 with IQAir Foundation supports an estimated \$1,300,000 in funding to implement air filtration installations and five years of replacement filters and maintenance in 14 Richmond and San Pablo schools, and the remaining funds, \$1,700,000, to conduct the same activities in Bayview Hunters Point/ Southeast San Francisco. Air District staff intend to work with the Bayview Hunters Point/ Southeast San Francisco CSC Co-leads and Co-Chairs to prioritize public elementary schools in the CERP area, where the Air District is in the process of developing a CERP. Air District staff have confirmed with Oakland Unified School District that there is no need for further support from the Air District as other sources of funding are available to complete the installation of air filtration at the remaining schools in East and West Oakland.

CAP Incentives funding would also allow the HAFP to continue to provide filters to vulnerable populations in AB 617 communities and other priority communities at an estimated cost of \$1 million. Pending Board of Directors approval, staff will develop and relaunch the program in alignment with the CAP Incentives guidelines.

## BUDGET CONSIDERATION/FINANCIAL IMPACT

The Air District distributes CAP Incentives funding to project sponsors on a reimbursement basis. Under this allocation, \$4 million in CAP project funds will be budgeted over fiscal year ending 2026 and future years, as needed. Funding for administrative costs to implement the CAP Incentives program is provided by the funding source.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Anna Lee and Alona Davis  
Reviewed by: Diana Ruiz and Karen Schkolnick

ATTACHMENT(S):

1. IQAir Foundation 2025.109 Contract Draft
2. Home and School Air Filtration Program Funding Presentation

## BAY AREA AIR QUALITY MANAGEMENT DISTRICT

### MASTER SERVICES CONTRACT

#### CONTRACT NO. 2025.109

1. **PARTIES** – The parties to this Contract (“Contract”) are the Bay Area Air Quality Management District (“DISTRICT”) whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and **IQAir Foundation** (“CONTRACTOR”) whose address is 14351 Firestone Blvd., La Mirada, CA 90638.
2. **RECITALS**
  - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for Services as defined herein. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the Services.
  - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
3. **DEFINITIONS**
  - A. “Purchase Order” shall mean the written or electronic document used by DISTRICT to track payments to CONTRACTOR under this Contract.
  - B. “Services” shall mean the services to be provided by CONTRACTOR hereunder as generally described in the General Description of Services, attached hereto as Attachment A and made a part hereof by this reference, and as specifically described in Task Orders issued pursuant to this Contract.
  - C. “Task Order” shall mean a written request by DISTRICT for specific services to be performed by CONTRACTOR.
4. **PERFORMANCE REQUIREMENTS**
  - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
  - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
  - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
  - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
  - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
  - F. CONTRACTOR shall ensure that any subcontractors, employees, officers and agents performing under this Contract comply with all of the terms of this Contract.

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

DISTRICT and its officers, agents, and employees as additional insureds and shall be primary with respect to any insurance maintained by DISTRICT.

- iii) Business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles. If CONTRACTOR is a sole proprietor, CONTRACTOR may meet this insurance requirement with personal automobile liability insurance carrying a business use endorsement or by demonstrating to the satisfaction of DISTRICT that business use is covered under the CONTRACTOR's personal automobile liability insurance. A CONTRACTOR using only rental vehicles in performing work under this Contract may meet this insurance requirement by purchasing automobile liability insurance in the required coverage amount from the rental agency.
- iv) Professional liability insurance with limits not less than one million dollars (\$1,000,000) each claim.
- B. All insurance shall be placed with insurers acceptable to DISTRICT.
- C. Prior to commencement of work under this Contract, CONTRACTOR shall furnish properly-executed certificates of insurance for all required insurance. Upon request by DISTRICT, CONTRACTOR shall provide a complete copy of any required insurance policy. CONTRACTOR shall notify DISTRICT in writing thirty (30) days prior to cancellation or modification of any required insurance policy. Any such modifications are subject to pre-approval by DISTRICT.
- D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or to terminate this Contract for breach.

#### 8. INDEMNIFICATION

- A. CONTRACTOR shall indemnify and hold DISTRICT, its officers, employees, and agents, representatives, and successors-in-interest harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Contract, except for losses arising out of the gross negligence or willful misconduct of DISTRICT.
- B. CONTRACTOR shall indemnify and hold harmless the State of California, CARB, and its/their officers, employees, and agents, representatives, and successors-in-interest from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Contract, except for losses arising out of the gross negligence or willful misconduct of CARB

#### 9. AGREEMENT TO PROVIDE SERVICES

- A. CONTRACTOR hereby agrees to provide to DISTRICT, as DISTRICT may from time to time designate, such services as DISTRICT may order by Task Order, all in accordance with and subject to the terms, covenants and conditions of this Contract. DISTRICT agrees to pay for these services ordered by DISTRICT in accordance with and subject to the terms, covenants and conditions of this Contract.
- B. All Task Orders issued by DISTRICT to CONTRACTOR for services during the term of this Contract are subject to the provisions of this Contract as though fully set forth in such Task Order. In the event that the provisions of this Contract conflict with any Task Order issued by DISTRICT to CONTRACTOR, the provisions of this Contract shall govern. No other terms and conditions, including, but not limited to, those contained in CONTRACTOR's standard printed terms and conditions, on CONTRACTOR's order acknowledgment, invoices or otherwise, shall have any

application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Contract, any Task Order, or any transactions occurring pursuant hereto or thereto, unless this Contract shall be specifically amended to adopt such other terms and conditions in writing by the parties.

- C. Notwithstanding any other provision of this Contract to the contrary, DISTRICT shall have no obligation to order or purchase any services hereunder and the placement of any Task Order shall be in the sole discretion of DISTRICT. Without limiting the generality of the foregoing, the actual quantity of services to be purchased hereunder shall be determined by DISTRICT in its sole discretion and shall not exceed \$3,000,000. This Contract is not exclusive. CONTRACTOR expressly acknowledges and agrees that DISTRICT may purchase at its sole discretion, services that are identical or similar to the services described in this Contract from any third party.

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

#### 11. PRICING, INVOICES, AND PAYMENT

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

- E. It is mutually agreed that if the California Budget Act does not appropriate sufficient funds for the services provided for in this Contract, this Contract shall be of no further force and effect. In this event, the DISTRICT and the State will have no liability to pay any funds whatsoever to CONTRACTOR, and CONTRACTOR will not be obligated to perform any services described in this Contract.

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

- A. Upon receipt of a notice of breach of contract, the party may submit a demand for mediation to resolve whether or not a breach occurred. The party must state the basis of the dispute and deliver the demand within ten (10) business days of the date of receipt of the notice of breach.
- B. The mediation shall take place at DISTRICT's office at 375 Beale Street, Suite 600, San Francisco, or at such other place as may be mutually agreed upon by the parties and the mediator.
- C. The parties shall make good faith efforts to hold the mediation within thirty (30) days after receipt of the demand for mediation.
- D. Each party shall bear its own mediation costs.
- E. In the event the parties are unable to resolve the dispute, either party may file an action in a court of competent jurisdiction to enforce the Contract.
- F. Maximum recovery under this section shall be limited to the total value of all Task Orders issued under this Contract. The mediation costs shall not reduce the maximum amount recoverable under this section.

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

DISTRICT: Bay Area Air Quality Management District  
375 Beale Street, Suite 600  
San Francisco, CA 94105  
Attn: Lisa Flores and [airfilters@baaqmd.gov](mailto:airfilters@baaqmd.gov)

CONTRACTOR: IQAir Foundation  
14351 Firestone Blvd.  
La Mirada, CA 90638  
Attn: LEGAL DEPT

If sent via email: [legal.na@iqair.com](mailto:legal.na@iqair.com)

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

15. EMPLOYEES OF CONTRACTOR

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

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

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



- G. If CONTRACTOR believes disclosure of Confidential Information may be required by law, first give DISTRICT and/or CARB at least ten (10) calendar days' written notice prior to any planned disclosure of Confidential Information so that DISTRICT and/or CARB can seek an order preventing disclosure from a court of competent jurisdiction.
  - H. Identify any information CONTRACTOR provides DISTRICT and/or CARB that it asserts is confidential in accordance with California Code of Regulations, title 17, sections 91011 and 91022. CONTRACTOR acknowledges that any information provided to DISTRICT and/or CARB may be released (1) to the DISTRICT or CARB, (2) to the public upon request, except information exempt from disclosure or the disclosure of which is prohibited by law, and (3) to the federal Environmental Protection Agency. CONTRACTOR further acknowledges that DISTRICT and/or CARB may anonymize and aggregate confidential information received and make such information public.
  - I. Establish specific procedures in order to fulfill the obligations of this section.
17. INTELLECTUAL PROPERTY RIGHTS – Title and full ownership rights to all intellectual property developed under this Contract shall at all times remain with DISTRICT, unless otherwise agreed to in writing.
18. PUBLICATION
- A. DISTRICT shall approve in writing any report or other document prepared by CONTRACTOR in connection with performance under this Contract prior to dissemination or publication of such report or document to a third party. DISTRICT may waive in writing its requirement for prior approval.
  - B. Until approved by DISTRICT, any report or other document prepared by CONTRACTOR shall include on each page a conspicuous header, footer, or watermark stating "DRAFT – Not Reviewed or Approved by BAAQMD," unless DISTRICT has waived its requirement for prior approval pursuant to paragraph A of this section.
  - C. Information, data, documents, or reports developed by CONTRACTOR for DISTRICT, pursuant to this Contract, shall be part of DISTRICT's public record, unless otherwise indicated. CONTRACTOR may use or publish, at its own expense, such information, provided DISTRICT approves use of such information in advance. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract.

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

19. AUDIT / INSPECTION OF RECORDS – All records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the DISTRICT, CARB, the California Department of General Services, the California Department of Finance, the California State Auditor and other duly authorized agents of the State of California for a period of five (5) years after termination, cancellation or expiration of this Contract, or five (5) years after final payment under this Contract or conclusion of activities funded under this

Contract, whichever is later. CONTRACTOR hereby agrees to make such records available during normal business hours for inspection, audit, and reproduction by any duly authorized agents of the State of California or DISTRICT. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized agents of the State of California or DISTRICT. All examinations and audits conducted under this section shall be strictly confined to those matters connected with the performance of this Contract, including, but not limited to, the costs of administering this Contract. CONTRACTOR will cooperate fully, without delay, in all audits, inquiries, and investigations initiated by or on behalf of the DISTRICT and/or the State of California concerning or relating to compliance with local, state, or federal air quality laws, and with this Contract, including but not limited to timely submission of any and all records requested and full cooperation with any on-site inspections.

20. NON-DISCRIMINATION – In the performance of this Contract, CONTRACTOR shall not discriminate in its recruitment, hiring, promotion, demotion, and termination practices, or harass or allow harassment of any employee, on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, medical condition, reproductive health decision making, genetic information, gender, gender identity, gender expression, age (over 40), veteran or military status, physical or mental disability, or any other characteristic protection by law. CONTRACTOR shall not unlawfully deny family-care leave, medical-care leave, pregnancy-disability leave or other legally protected leave. CONTRACTOR shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, which are incorporated herein by reference. CONTRACTOR shall comply with California Government Code section 11135; Title VI of the U.S. Civil Rights Act of 1964; Section 504 of the federal Rehabilitation Act of 1973; the federal Age Discrimination Act of 1975; Section 13 of the Federal Water Pollution Control Act of 1972; and U.S. Environmental Protection Agency's implementing regulations at 40 C.F.R. Parts 5 and 7. CONTRACTOR shall give notice of this section to labor organizations with which they may have a collective bargaining or other agreement. CONTRACTOR shall permit access by representatives of DISTRICT, CARB, California Civil Rights Department, or U.S. EPA to all information required to ensure compliance with this clause. CONTRACTOR acknowledges that CARB will submit a complaint to the California Civil Rights Department for investigation if it has information that CONTRACTOR has violated this clause, and that CONTRACTOR may be subject to remedial action and termination of this Contract. The CARB Civil Rights Policy applies to this Contract. CONTRACTOR shall also require each subcontractor performing services in connection with this Contract to comply with this section and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.
21. PROPERTY AND SECURITY – Without limiting CONTRACTOR'S obligations with regard to security, CONTRACTOR shall comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT's premises.
22. STATE STATUTORY REQUIREMENTS – Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair, and maintenance work performed under this Contract is subject to State prevailing wage laws. CONTRACTOR shall perform the Work under this Contract in accordance with laws, statutes, the most recent building codes, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction over CONTRACTOR, DISTRICT, or the work, including, without limitation, the following:

- A. CONTRACTOR and all subcontractors shall pay prevailing per diem wages and comply with all requirements of State of California Labor Code section 1770, and the applicable sections that follow, including section 1775.
- B. CONTRACTOR shall keep, and cause all subcontractors to keep, accurate payroll records and comply with all requirements of State of California Labor Code section 1776.
- C. CONTRACTOR shall comply, and cause all subcontractors to comply, with all requirements of State of California Labor Code sections 1777.5, 1777.6, and 1777.7 and State of California Code of Regulations, Title 8, section 200, and the applicable sections that follow, regarding apprentices.
- D. CONTRACTOR shall not permit any worker to labor more than eight hours during any one day or more than 40 hours during any one calendar week, except as permitted by law and in accordance with conditions provided by law. CONTRACTOR shall forfeit to DISTRICT, as a penalty, \$25.00 for each worker employed in the execution of the Work by CONTRACTOR or any subcontractor, for each day during which each worker is required or permitted to work more than eight hours in any one day and 40 hours in any one calendar week in violation of the provisions of any law of the State of California. CONTRACTOR and each subcontractor shall keep, or cause to be kept, an accurate record showing the actual hours worked each day and each calendar week by each worker employed in connection with the Work, which record shall be kept open at all reasonable hours to the inspection of DISTRICT, its officers and agents, and to the inspection of the appropriate enforcement agency of the State of California.

23. LABOR CODE SECTION 1861 CERTIFICATION - In accordance with California Labor Code section 3700, CONTRACTOR is required to secure the payment of compensation of its employees. By signing the Contract, CONTRACTOR certifies that:

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

24. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND ENFORCEMENT

- A. This Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). CONTRACTOR shall post job site notices, as prescribed by regulation. CONTRACTOR shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Contract.
- B. CONTRACTOR shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its certified payroll records to the Labor Commissioner of California and complying with any applicable enforcement by the DIR.
- C. Exemption from Registration Requirement for Small Projects
  - i. The law provides an exemption from the requirements for contractor/subcontractor DIR registration and awarding body project registration for projects and contracts of (a) \$25,000 or less when the project or contract is for construction, alteration, demolition, installation and repair, and (b) \$15,000 or less for maintenance work.
  - ii. Notwithstanding this exemption from the registration requirements, prevailing wage is still required for all public works projects over \$1,000. Contractors and subcontractors on small projects that are exempt from registration must still maintain certified payroll

records, but are not required to need to submit the payroll records to DIR during the term of the Contract.

25. SUSPENSION OF WORK

- A. If CONTRACTOR fails to correct work that is not in accordance with the requirements of the Contract, or persistently fails to carry out the Work in accordance with the Contract, DISTRICT may issue a written order to CONTRACTOR to stop the Work or any portion thereof, until the cause for such order is eliminated; however, the right of DISTRICT to stop the Work shall not give rise to a duty on the part of DISTRICT to exercise the right for the benefit of CONTRACTOR or any other person or entity.
- B. If CONTRACTOR defaults or persistently fails or neglects to carry out the Work in accordance with the Contract, or fails to perform a provision of the Contract, DISTRICT, after 10 days' written notice to CONTRACTOR and without prejudice to any other remedy DISTRICT may have, may correct such deficiencies and deduct the actual cost thereof from the payment then or thereafter due CONTRACTOR.

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

27. WAIVER – No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Contract shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a party to enforce performance by the other party of any term, covenant, or condition of this Contract, and the failure of a party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.

28. ATTORNEYS' FEES – In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.

29. FORCE MAJEURE – Neither DISTRICT nor CONTRACTOR nor CARB shall be liable for or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire, flood, earthquake or other physical natural disasters, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the services, government declaration of emergency, national or State declared pandemics, or other causes, except financial, that are beyond the reasonable control of DISTRICT or CONTRACTOR or CARB, for a period of time equal to the period of such force majeure event, provided that the party failing to perform notifies the other party within fifteen calendar days of discovery of the force majeure event, and provided further that that party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to party's own action or inaction, then such cause shall not excuse that party from performance under this Contract. DISTRICT may terminate this Contract immediately in writing

without penalty to either party in the event CONTRACTOR invokes this clause. If the Contract is not terminated by DISTRICT, upon completion of the event of force majeure, CONTRACTOR must, as soon as reasonably practicable, recommence performance of its obligations under this Contract.

30. SEVERABILITY – If a court of competent jurisdiction holds any provision of this Contract to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them will not be affected.
31. HEADINGS – Headings on the sections and paragraphs of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
32. COUNTERPARTS/FACSIMILES/SCANS – This Contract may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same contract. The parties may rely upon a facsimile copy or scanned copy of any party's signature as an original for all purposes.
33. GOVERNING LAW – Any dispute that arises under or relates to this Contract shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Contract, including mediation, shall be San Francisco, California.
34. ENTIRE CONTRACT AND MODIFICATION – This Contract represents the final, complete, and exclusive statement of the agreement between the parties related to CONTRACTOR providing services to DISTRICT and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Contract may only be amended by mutual agreement of the parties in writing and signed by both parties.
35. SURVIVAL OF TERMS – The Parties understand and agree that all terms and conditions of the Contract that require continued performance, compliance, or effect beyond the termination date of the Contract shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
36. AUTHORIZED SIGNATURE – CONTRACTOR agrees, under penalty of perjury, that it has signed or authorized the signing of this Contract by a person with full power and legal authority to sign this Contract, and that all statements, responses and information provided to the DISTRICT in pursuit of the Contract are true and correct. CONTRACTOR agrees that all statements, responses and information are subject to investigation by the DISTRICT and CARB, or their representatives, and that any false statements, responses or information may be in violation of the California False Claims Act, is in breach of this Contract, and may disqualify CONTRACTOR from receiving any existing or further funding. By signing this Contract, CONTRACTOR is bound to and will comply with all terms and conditions of this Contract, including those in any Attachments.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

IQAir Foundation

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

By: \_\_\_\_\_  
Nancy Dinella  
Interim Executive Director of  
Foundation

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Alexander G. Crockett  
General Counsel

## **Attachment A**

### **General Description of Services**

DISTRICT oversees and implements the school air filtration project for the installation of High-Efficiency Particulate Air (HEPA) air filtration systems in public school facilities (Cal. Const. Ar. 9 sec 8). DISTRICT also administers Community Air Protection Incentives in [Assembly Bill \(AB\) 617 \(C. Garcia, Chapter 136, Statutes of 2017\)](#) communities to fund school air filtration projects. CONTRACTOR shall install high-efficiency air filtration systems at select schools in Bay Area AB 617 communities and provide five years of maintenance assistance, including replacement parts and high-efficiency filters, for each installed system. All work authorized under this contract will be by Task Orders. Task Orders may include work listed below:

- School Building Heating, Ventilation, and Air Conditioning (HVAC) Assessments and Air Filtration Installation Plan, including scope of work and technical and cost reports, estimates of environmental impacts on durability and longevity of new air filters and equipment information;
- Installation of High-Efficiency air filtration systems at schools, including coordination and sign-off from schools, purchase of parts and equipment and labor, installation reports;
- Maintenance testing, including maintenance schedule and reports; and
- Project coordination and reporting, including monthly invoicing post installation and maintenance and reports that include annual usage twice per year.

**Total cost of Contract not to exceed: \$3,000,000.**

**Attachment B**  
**California Air Resources Board (CARB) Requirements**

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

1. CONFLICT OF INTEREST

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

2. PAYMENT (RECAPTURE) ON DEMAND

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

3. THIRD-PARTY BENEFICIARY

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

4. COMPLIANCE WITH AIR QUALITY LAWS

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



5. NON-EXCLUSIVE REMEDIES

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

6. RUSSIAN SANCTIONS

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

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

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

8. CONTRACTOR'S RESPONSIBILITY FOR WORK

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

9. INCORPORATED DOCUMENTS

- A. The following documents are incorporated by reference into this Contract.
  - 1. CARB-approved DISTRICT application to administer the Community Air Protection Incentives program.
  - 2. DISTRICT Community Air Protection Incentives Policies and Procedures.
  - 3. 2024 Community Air Protection Incentives Guidelines (and future updates, advisories and mail-outs)

10. OFFICE OF FOREIGN ASSET CONTROL

- A. Transactions are prohibited if they involve the property or interests in property of an entity or individual listed on the Office of Foreign Asset Control (OFAC) targeted lists. The property and interests in property of an entity that is 50 percent or more owned by one or more persons whose property and interests in property are blocked pursuant to any part of 31 C.F.R. chapter V are also blocked.
- B. CONTRACTOR agrees that is not in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists.

11. PERSONALLY IDENTIFIABLE INFORMATION (PII)

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

12. PREVAILING WAGES

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

13. PROFESSIONALS

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



# Home and School Air Filtration Program Funding

Community Equity, Health, and Justice Committee

May 14, 2025

Anna Lee

Manager

Environmental Justice Division

# Presentation Outline

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- Program Background
- Program Outcomes
- Community Impact
- Community Air Protection (CAP) Incentives
- Proposal
- Requested Action

# School Air Filtration Program - Background

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- Started in 2019 through the California Air Resources Board (CARB) Supplemental Environmental Projects program
- Focused on public elementary schools near freeways and schools impacted by fine particulate matter
- Funding sources:
  - \$2 million (M) CARB Supplemental Environmental Project
  - \$300,000 Wildfire Mitigation Reserve
- Contracted with IQAir Foundation

# School Air Filtration Program - Outcomes

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Completed installations of high-efficiency air filtration in 16 public elementary schools with IQAir Foundation in the following areas:

- East and West Oakland
- Bayview Hunters Point/Southeast San Francisco
- Pittsburg-Bay Point
- Richmond and San Pablo
- Tri-Valley

# Home Air Filtration Program - Background

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- Launched in 2021, piloted with California Asthma Mitigation Project and Regional Asthma Management and Prevention, local health centers and one-time distributions to community-based organizations
- Expanded program reach through partnerships with James Cary Smith Community Grantees, community-based organizations and local health centers
- Broadened reach beyond Assembly Bill (AB) 617 communities
- Included air filter replacements to extend program impact
- Eligibility updated to remove respiratory illness requirement
- Funding Sources:
  - \$350,000 from General Fund (pilot phase)
  - \$750,000 from Wildfire Mitigation Reserve

# Home Air Filtration Program - Outcomes

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- Distributed over **4,100** air filter units with 25 organizational partners
- Community Partner Survey Highlights:
  - **100%** said the program was "very valuable" or "extremely valuable" for the community
  - **100%** said their overall experience was "positive" or "very positive"
  - **96%** said that participating in the program aligned "very closely" with their organization's other programs and activities
  - **87%** of community partners see "a great deal" or "a lot" of community members still in need
  - **100%** of community partners are interested in receiving additional filters to distribute



# Community Impact



**“Truly grateful for this program! Air purifiers are so expensive and having access to clean air is life changing!”**

**- East Oakland community member**

Photo and testimonial provided by HOPE Collaborative, an Air District community partner

# CAP Incentives

- Established by CARB in 2017 as a community-focused program to improve air quality and reduce exposure to air pollution
- State budget appropriates Greenhouse Gas Reduction Funds
- At least 80% of project funds must benefit priority communities
- Eligible projects must follow CARB approved guidelines, which were recently updated to allow more flexibility for air filtration
- Since 2017, Air District has been allocated \$227 M
  - Project funds awarded annually to eligible mobile source emission reduction and zero-emission infrastructure projects
  - Recommending \$3 M allocation for School Air Filtration projects and \$1 M allocation for Home Air Filtration projects



# Proposal to Expand Program Impact

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- Continue partnership with IQAir Foundation to install and maintain high-efficiency air filtration in 14 public elementary schools in Richmond and San Pablo for five years, prioritizing schools with Path to Clean Air Leads
- Identify public elementary schools in Bayview Hunters Point/Southeast San Francisco AB 617 area and partner with IQAir Foundation on installations and maintenance
- Total contract cost not to exceed: \$3,000,000

# Proposal to Expand Program Impact (cont.)

- Relaunch Home Air Filtration Program in AB 617 communities and other priority communities aligned with CAP guidelines
- Total program cost not to exceed: \$1,000,000

# Recommended Action

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## ***Recommend to the Board of Directors that the Board:***

1. Allocate \$4,000,000 of CAP Incentives funding to support Home and School Air Filtration Programs; and
2. Authorize the Executive Officer/APCO to execute a Master Services Agreement with IQAir Foundation in an amount not to exceed \$3,000,000 for implementation of a School Air Filtration Program.

# Questions?

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**For more information:**

Please email: [airfilters@baaqmd.gov](mailto:airfilters@baaqmd.gov)

**BAY AREA AIR DISTRICT**  
Memorandum

To: Chairperson Noelia Corzo and Members  
of the Community Equity, Health and Justice Committee

From: Philip M. Fine  
Executive Officer/APCO

Date: May 14, 2025

Re: Community Perspectives

RECOMMENDED ACTION

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

BACKGROUND

The Community Equity, Health, and Justice Committee provides local and regional community environmental justice advocates and local leaders a platform to present and share their expertise and/or lived experiences. Specific topics will vary based upon each community perspective member's unique experience.

Sustainable Contra Costa (SCOCO) was founded in 2008 and works in partnership to create ecologically sustainable, economically vibrant, and socially just communities for all. A 501(c)(3) organization, SCOCO connects individuals, schools and youth, community groups, businesses, and local governments to make communities more sustainable. The Air District awarded SCOCO a three-year James Cary Smith (JCS) Community Grant in 2021 for its East Bay Clean Air Coalition project. The term of the grant is May 1, 2022 through July 31, 2025.

DISCUSSION

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

In 2021, the Air District's Board of Directors authorized a realignment of community grants. The refocused JCS Community Grant Program now provides community-based groups and local 501(c)(3) nonprofits with capacity-building grants of up to \$300,000 over three years, with a maximum of \$100,000 per year, as well as ongoing support and technical assistance to organizations during the grant cycle. Cycle 1 of the refocused grant program has supported 33 organizations implementing capacity-building projects in environmental justice communities, with a total investment of \$6.4 million over three years.

The JCS Community Grant Program provides grant funding for projects that will:

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

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

SCOCO was one of 33 organizations awarded a JCS Community Grant in 2021. Through their grant award, SCOCO has organized and facilitated a successful East Bay Clean Air Coalition (Coalition). The Coalition brings community-based organizations and public agencies together to coordinate resources, ensure the interests of Pittsburg, Bay Point, and Antioch residents are represented, and work collectively to improve air quality, public health, and community well-being. The Coalition membership is composed of representatives and staff members from community-based organizations and public agencies whose expertise ensures that the Coalition's efforts are culturally competent. This collaborative approach along with the Coalition members' shared interest in improving air quality and reducing exposure fosters a strong sense of community, strengthens regional partnerships, and empowers Coalition members to leverage their unique knowledge and lived experiences to address local air quality challenges effectively.

Eliana Batrez, Senior Program Specialist at SCOCO, will share information about SCOCO and its JCS grant-funded project. Ms. Batrez was born and raised in San Jose and moved to Contra Costa County after graduating from Saint Mary's College of



California. She holds a Bachelor of Arts in Spanish Linguistics & Communication, with a minor in Ethnic Studies. Ms. Batrez is passionate about social and environmental justice, specifically community engagement and equitable, culturally relevant access to community resources.

#### BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Elinor Mattern

Reviewed by: Diana Ruiz

#### ATTACHMENT(S):

1. Community Perspectives: Sustainable Contra Costa Presentation



# Community Perspectives: Sustainable Contra Costa

Community Equity, Health, and Justice Committee

May 14, 2025

Eliana Batrez, Senior Program Specialist, Sustainable Contra Costa

Elinor Mattern, Senior Staff Specialist, Environmental Justice Division

# Presentation Outline

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- About the James Cary Smith (JCS) Community Grant Program
  - Origin of the program
  - Background and information
- Grantee Spotlight: Sustainable Contra Costa

# James Cary Smith

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The Community Grants Program is named for Jim Smith, the Air District's former Community Outreach Manager.

Mr. Smith passed away in 2015 from amyotrophic lateral sclerosis (ALS), and the program extends his vision of more engaged and empowered communities.



*James Cary Smith*

# JCS Community Grant Program

- Unique, multiyear grant program supporting community-based organizations and nonprofits to implement capacity-building projects in environmental justice (EJ) communities.



*Convening of six JCS Grant Program Awardees – March 2025*

# JCS Community Grant Program Details

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- Wide range of capacity-building projects serving diverse populations
- Multiyear grants; up to \$100,000 per grantee per year
- Cycle 1 (2022 – 2025): \$6.4 million to 33 projects over 3 years
- Cycle 2 (2025 – 2028): \$3.5 million to 12 projects over 3 years



# The East Bay Clean Air Coalition

## Sustainable Contra Costa

**Presenter:** Eliana Batrez, Senior Program Specialist

Funded by a grant from the Bay Area Air District.



# Who We Are:

Sustainable Contra Costa (SCOCO) is a community of citizens, educators, innovators, and organizations working together for ecologically sustainable, economically vibrant, and socially just communities for all.

- Founded in 2008
- Cleaner Contra Costa Challenge
- Sustainable Leaders in Action, our youth-led branch

Today's presenter: Eliana

**[sustainablecoco.org](https://sustainablecoco.org)**

**[cleanercontracosta.org](https://cleanercontracosta.org)**





# Who We Are:

## Purpose Statement:

The East Bay Clean Air Coalition brings together community based organizations and agencies to collectively work to improve air quality in Antioch, Pittsburg and Bay Point by coordinating resources and ensuring the interests of local residents are represented.

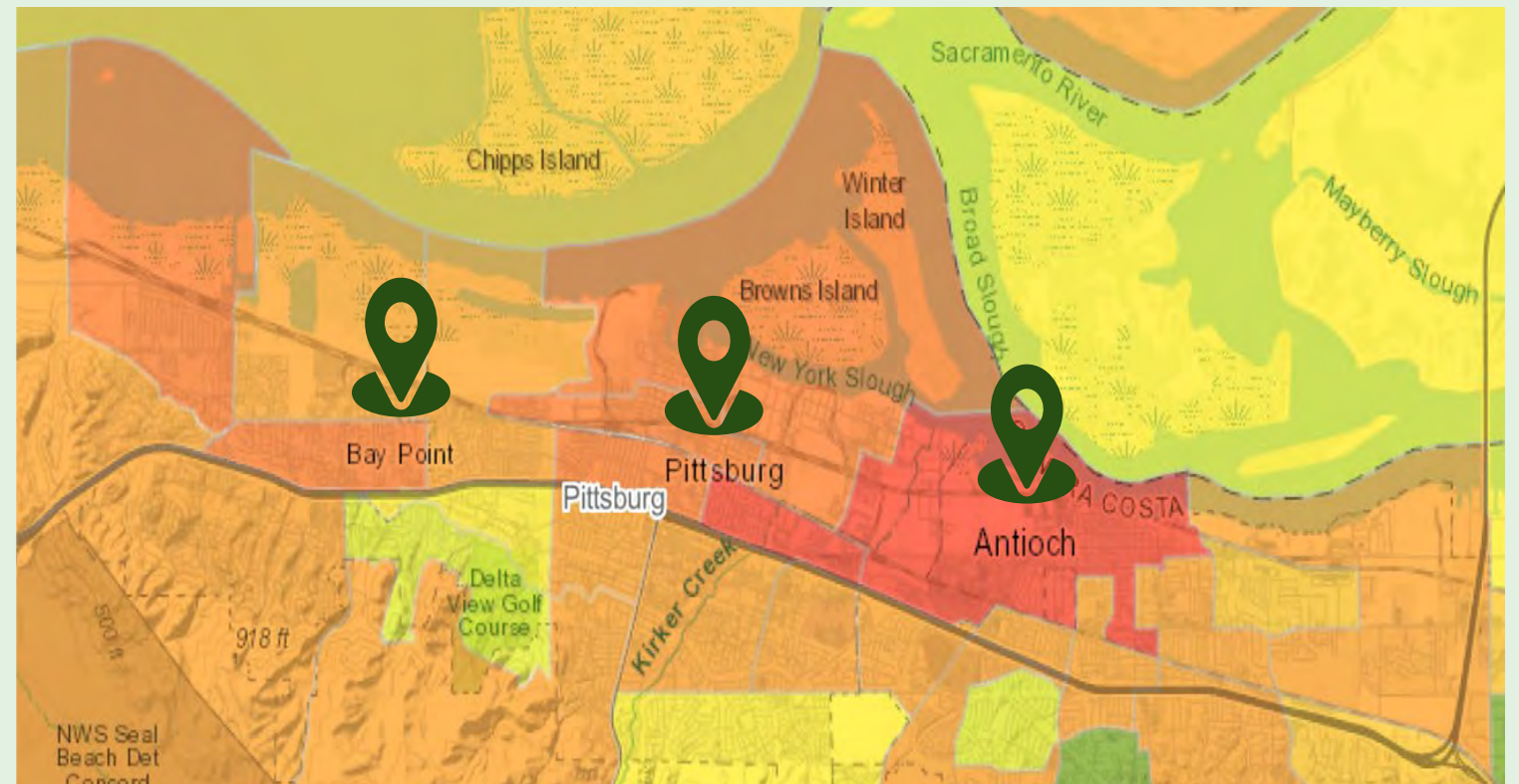
## Vision Statement:

The East Bay Clean Air Coalition engages and uplifts the voices of residents in Antioch, Pittsburg, and Bay Point—especially those from disproportionately affected communities—to improve air quality and public health for community well-being and a more sustainable environment.



# East Contra Costa County

- Includes the cities of Pittsburg, Antioch, and the unincorporated community of Bay Point
- High CalEnviroScreen percentiles:
  - Pollution burden
  - Population characteristics
  - Overall CalEnviroScreen scores
- Bisected by Highway 4



# Year 1



**April 2022**

Awarded three-year  
JCS Community Grant.



**Community Needs Assessment(s)**

Survey development, translation, outreach, and  
data collection.



**January 2023**

End of Year 1



**Getting to know the community**



**Community dinners and public events**



# Community Needs Assessment(s)

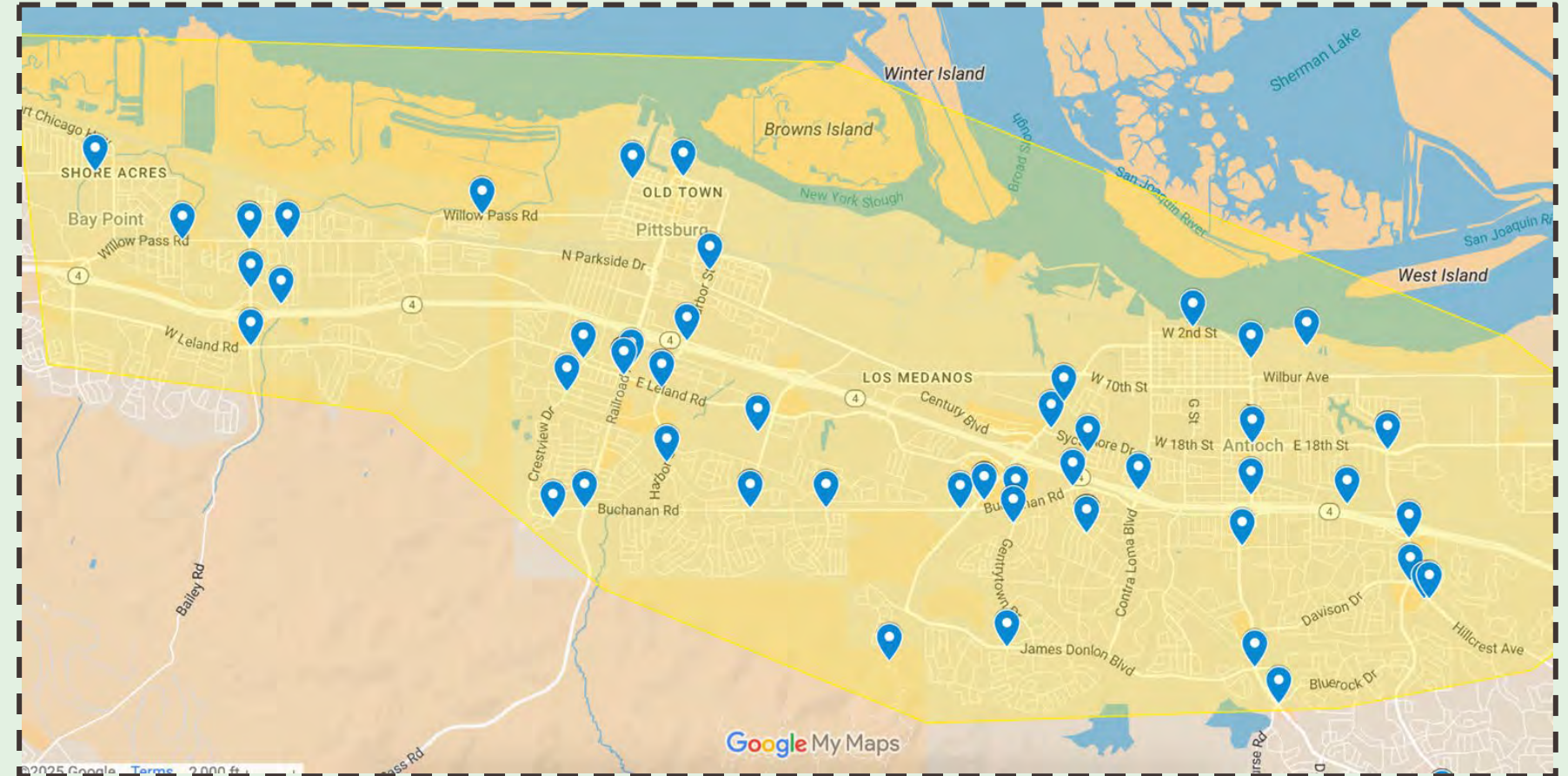
## Highway 4

Concerns about road-related pollution

## Health Conditions

Prevalence of air-quality-related health conditions

Collaboration with other JCS grantees



General survey respondent locations (nearest major intersection)



# Community dinners and public events



**Community Meeting For Clean Air**  
**Reunión Comunitaria Por Aire Limpio**

Everyone who completes the survey is eligible to participate in a drawing for Target gift cards worth \$50 or \$25!

Free childcare available for up to 15 children.

¡Todos los que completan la encuesta son elegibles para participar en un sorteo de tarjetas de regalo de Target de \$50 o \$25!

Cuidado de niños gratuito disponible para hasta 15 niños.

[CLEANAIRCOMMUNITY.EVENTBRITE.COM](https://CLEANAIRCOMMUNITY.EVENTBRITE.COM)  
10/25/22 | 6:00 - 7:30 PM  
NICK RODRIGUEZ COMMUNITY CENTER  
213 F ST, ANTIOCH, CA 94509









# Clean Air Coalition

- Membership is composed of representatives from a diverse range of community organizations, public services, agencies, and local government.
- Google Group community
- Monthly meetings (every second Thursday)
  - Have met 18 times!
  - Activities include:
    - Member-led "lightning talks" and guest presentations
    - Group discussions and round robin updates
    - Facilitating interorganizational connections



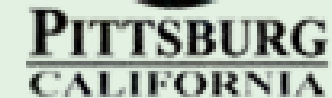
# Clean Air Coalition Membership



Healthy + Active  
Before 5



The Society of St. Vincent de Paul  
of Contra Costa County

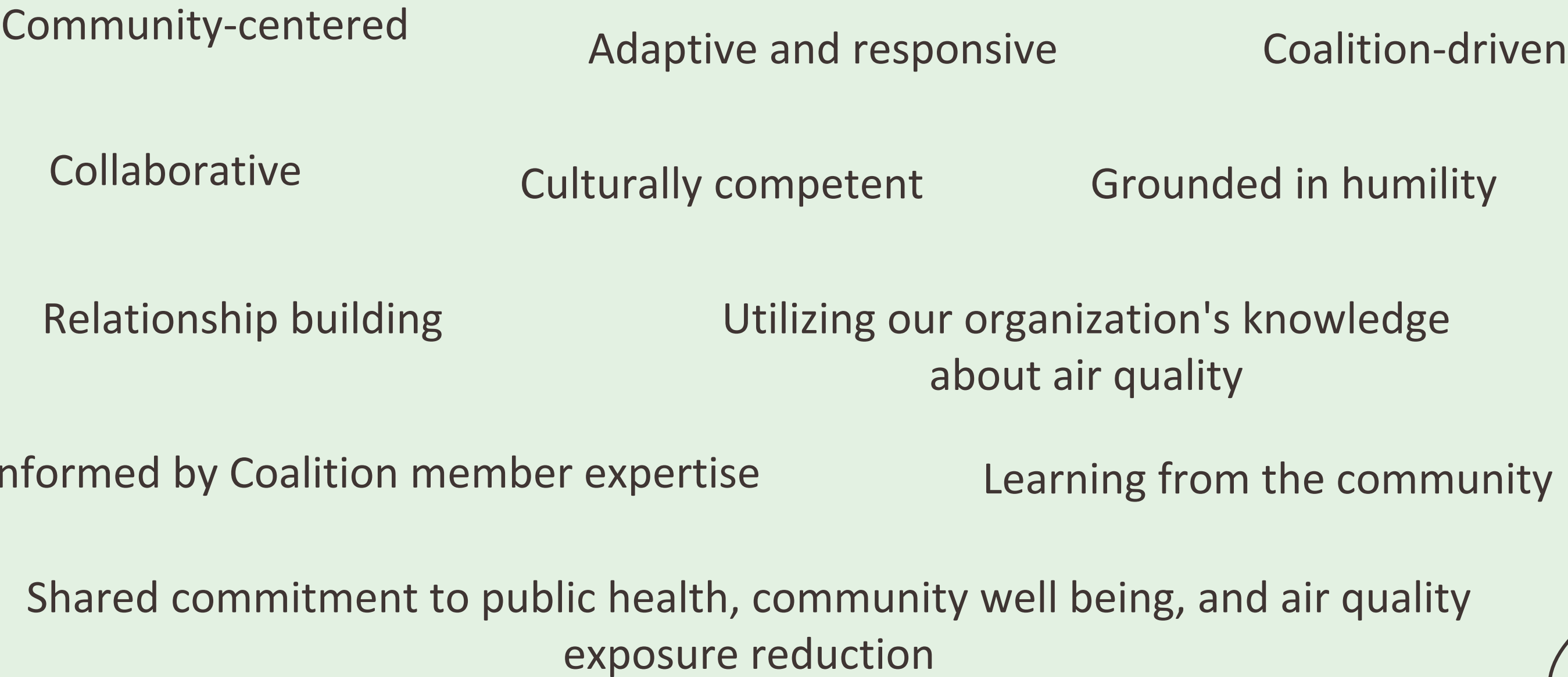


The East Bay Clean Air Coalition is funded by the Bay Area Air District's James Cary Smith Community Grant Program.





# Project approach



# Year 3

- Supporting the Bay Area Air District's Regional Climate Action Planning outreach and community engagement efforts
- JCS Ripple Effect Mapping Workshop
- Aclima and California Air Resources Board's Statewide Mobile Monitoring Initiative
- Wrapping things up, as our grant cycle concludes at the end of June
- **Looking ahead:**
  - Working on an Urban Forest Management Plan with Contra Costa County
  - Pursuing funded projects and opportunities to continue the East Bay Clean Air Coalition

# Experience as a James Cary Smith grantee

- Excellent support from the Community Grants project team every step of the way:
  - Grantee resource library
  - Quarterly grantee coalition meetings and Google Group
  - Plethora of opportunities to connect with other JCS grantees and become familiar with their work
  - Learning opportunities (All About Air Quality Bootcamp, Bay Air Center, etc.) and participatory evaluation processes
- Multi - year project allowed us time to learn, find our footing, and hit our stride
  - Ability to adjust our approach until we landed on the best fit for East Contra Costa County
- Clear growth as an organization from having been involved in this program

# Hopes for the James Cary Smith Program

- Funding capacity for more projects and additional funding for previous cycle grantees
- Grantee support towards the beginning of the cycle:
  - Introductory presentations on the Air District and the history of the JCS Community Grant Program
  - Building awareness of available grantee resources, learning materials, and the resource library
  - Another All About Air Quality Bootcamp

# Acknowledgements

- Thank you to the Bay Area Air District for funding this project, and Aneesh Rana, Elinor Mattern, and the rest of the JCS Community Grants team for their ongoing support
- Irving Joe and the East County Networking Group
- Sarah Romano, Consultant
- Jody London, Contra Costa County
- Sara Bellafronte and Dhaynae Romero, City of Pittsburg
- Julie Haas-Wajdowicz and Olivia Talley, City of Antioch
- William Goodwin, BAAD Community Advisory Council Member
- Sabrina Villaro and Eyana Rodgers, Contra Costa Health
- Grace Benzler and Cam Foley, SCOCO Volunteers
- Ali Uscilka, Healthy & Active Before 5 and Catherine Stafford, CoCoKids

# Acknowledgements

- Acterra, Cool the Earth, and La Clínica de La Raza
- Forest Abbott-Lum, Bay Area Air District and InterEthnica
- Clean Air Coalition Members and Member Organizations
- Fellow JCS Grantees:
  - Bike East Bay
  - Citizen Air Monitoring Network
  - Marin City Climate Resilience
  - Rise South City
  - Tri-Valley Air Quality Climate Alliance
- Coalition for Clean Air and TD Enviro
- 350 Contra Costa Action
- Stand Together Contra Costa
- SparkPoint Contra Costa
- MCE Clean Energy
- East Contra Costa Community Alliance
- The Society of St. Vincent de Paul of Contra Costa County
- Contra Costa Health

# Thank you!



# Questions/Feedback

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**For more information:**

**Sustainable Contra Costa:**

Eliana Batrez, Senior Program Specialist, [eliana@sustainablecoco.org](mailto:eliana@sustainablecoco.org)

**James Cary Smith Community Grant Program:**

[communitygrants@baaqmd.gov](mailto:communitygrants@baaqmd.gov)



**BAY AREA AIR DISTRICT**  
Memorandum

To: Chairperson Noelia Corzo and Members  
of the Community Equity, Health, and Justice Committee

From: Philip M. Fine  
Executive Officer/APCO

Date: May 14, 2025

Re: Assembly Bill 617 Program Update

**RECOMMENDED ACTION**

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

**BACKGROUND**

The California legislature adopted and the Governor signed Assembly Bill (AB) 617 into law in 2017 and the California Air Resources Board (CARB) established the Community Air Protection Program (CAPP) to implement AB 617. This state-mandated program focuses on improving local air quality and health in disproportionately impacted communities. Since the passage of AB 617, the following four environmental justice communities within the Air District's jurisdiction have been approved by CARB for development of community emissions reduction plans (CERP): West Oakland, Richmond-North Richmond-San Pablo, East Oakland and Bayview Hunters Point/Southeast San Francisco (BVHP/SESF).

**DISCUSSION**

**Community Steering Committees and Community Leadership**

Each community has a Community Steering Committee (CSC) that meets monthly to guide and inform the development and/or implementation of the CERPs. Monthly CSC meetings for all communities, except West Oakland, include translated materials and language interpretation. In West Oakland, East Oakland and BVHP/SESF, there are long-standing community-based organizations (CBOs) that Co-Lead the process with the Air District. These CBOs help guide decision-making related to the CERP, including decisions about effective community outreach and engagement to represent the diversity of the communities and how to further environmental justice goals. In Richmond-North Richmond-San Pablo, three CSC members serve as Leads.

## **West Oakland**

West Oakland is the first Bay Area community selected for a CERP in August 2018. *Owning Our Air: The West Oakland Community Action Plan (WOCAP)* is the CERP developed to reduce the health effects of air pollution in West Oakland. The Board of Directors adopted the WOCAP in 2019. On October 9, 2024, the Committee received an update on five years of implementation in the presentation, *Fifth Year Annual Report: Owning Our Air: The West Oakland Community Action Plan (WOCAP)*.

On February 5, 2025, the Board of Directors approved a two-year Grant Agreement awarded to the West Oakland Environmental Indicators Project (WOEIP) to support activities, coordination, project administration, facilitation, and stakeholder engagement focused on the implementation of the WOCAP strategies. The Grant Agreement will go into effect on March 31, 2025.

The success of the WOCAP reflects a joint effort between WOEIP and the Air District. In 2025, WOEIP has become the sole lead organization working with the WOCAP CSC, a group of residents, researchers/academics, public agencies (including the Air District), non-profits, and community institutions, to track, monitor, and report on the status of implementation of WOCAP strategies. For years six and seven (2025 – 2026), WOCAP implementation, will focus its efforts on continuing implementation of sixteen (16) WOEIP and CSC led WOCAP strategies. WOEIP will track, monitor, and report to the CSC and the Air District on the implementation of these strategies.

## **Richmond-North Richmond-San Pablo**

In September 2018, CARB approved the Air District's recommendation to develop a community air monitoring plan (CAMP) in Richmond-North Richmond-San Pablo (also known as the Path to Clean Air or PTCA) to identify and understand areas of elevated air pollution exposure in these communities. In September 2020, CARB approved the Air District's recommendation to develop a CERP for the PTCA area.

In 2021, the CSC convened to develop a CERP. The CSC comprises people who work, live or grew up in the area. The CSC has 23 voting community members and four non-voting members that represent local businesses, local trade unions and/or industrial companies, and designated city and county representatives.

The PTCA includes areas of the cities of Richmond and San Pablo and unincorporated Contra Costa County, including North Richmond. The area is characterized by major pollution sources with disproportionately high health burdens that are the focus of the CERP. The PTCA CERP has four overarching goals that include: 1) Just Transition, 2) Health, 3) Community Engagement, and 4) Hold Government Accountable. Additionally, the PTCA CERP includes 140 actions that are grouped into 31 strategies across five community concerns: Commercial and Industrial, Fuel Refining, Marine and Rail, Public Health, and Mobile Sources. The PTCA CERP also addresses four cross-cutting issues

including: Compliance and Enforcement, Land Use, Properly Resourced CERP, and Urban Greening. On May 1, 2024, the Air District Board of Directors approved the PTCA CERP.

At the October 28, 2024 CSC meeting members discussed and voted to approve a Year One Implementation Plan that includes a set of actions to be implemented and tracked between October 2024 through September 2025. On November 7, 2024 the CARB Executive Officer officially approved the PTCA CERP.

### **East Oakland**

Following many years of community advocacy, in February 2022, CARB approved the Air District's recommendation to develop a CERP for the East Oakland community. The Air District has partnered with Communities for a Better Environment (CBE) as a Co-Lead to establish and convene the East Oakland CSC to guide the development of the CERP, including supporting strategy development and community engagement efforts.

The East Oakland CSC consists of 24 members who either live or work in East Oakland representing one or more of the following sectors: CBOs, non-profits, youth, youth organizations, faith communities, education, government, health, or business/industry representatives from East Oakland. CSC meetings are convened by the Co-Leads, the Air District and CBE, and three Co-Chairs. The CSC held its first meeting on September 17, 2022 and has continued to meet every month except for January. The CSC also has a Youth Committee, which CBE supports.

The East Oakland CSC and Co-Leads have accomplished the following CERP Milestones:

- Adopted a Charter
- Elected CSC Co-Chairs
- Developed Community Vision and Guiding Principles
- Adopted the Community Boundary
- Completed the Emissions Inventory
- Gathered Health Inequities and Compliance and Enforcement Data
- Conducted a Community Mapping Project and outreach through a Mini-Grants process

The East Oakland CSC and Co-Leads are in the final stages of developing CERP strategies and actions and will soon finalize the CERP Goals and Community Profile that will be included in the plan. Air District staff anticipate completing a draft CERP by the second quarter of 2025, with a public review and comment period to follow. The Co-Leads have begun implementing a robust community engagement effort to expand outreach to East Oakland community members. This effort will increase community inclusion, accessibility and participation in reviewing CERP strategies and actions. As part of this effort, the Air District launched a second round of mini-grants to partner with four local non-profit organizations to conduct community outreach and engagement focused on the CERP. The Co-Leads expect to bring the CERP to the CSC for adoption

in winter 2026. After approval by the CSC, the CERP will be brought to the Board of Directors for consideration.

### **Bayview Hunters Point/Southeast San Francisco (BVHP/SESF)**

CARB approved the Air District's recommendation of BVHP/SESF to develop a CERP in February 2023. The Air District has partnered with Community Co-Leads, Bayview Hunters Point Community Advocates and Marie Harrison Community Foundation, to recruit community members to create a CSC, guide CERP timeline and development, and support community engagement.

In January 2024 the Co-Leads convened the first meeting of the BVHP/SESF CSC. The BVHP/SESF CSC has 25 community members who either live or work in BVHP/SESF representing one or more of the following sectors: residents, CBOs, non-profits, labor, youth organizations, education, or business/industry. The CSC meets in BVHP/SESF and meetings are convened by the Co-Leads and two Co-Chairs.

The BVHP/SESF CSC and Co-Leads have accomplished the following CERP Milestones:

- Adopted a Charter
- Elected CSC Co-Chairs
- Created a Community Map of Sensitive Receptor Sites and Pollution Concerns
- Adopted the Community Boundary
- Convened a subcommittee to review emissions inventory and identify potential gaps in Air District data on emissions sources

On February 21, 2025, the Air District and the CSC requested a CERP extension from CARB seeking a July 31, 2026 deadline to complete and deliver the CERP. In the next phase, the BVHP/SESF Co-Leads and CSC will finalize CERP Vision and Principles, confirm Community Concerns, and begin developing CERP strategies, actions, and goals. The Co-Leads expect to hold a Community Town Hall in late 2025 and bring the CERP to the CSC for adoption in summer 2026.

### **BUDGET CONSIDERATION/FINANCIAL IMPACT**

This work is included in the Fiscal Year Ending 2025 budget for the AB 617 Program and is funded by AB 617 Community Air Protection Program (CAPP) Implementation funds.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Diana Ruiz, Karissa White, Aneesh Rana, Daniel Madrigal  
Reviewed by: Diana Ruiz, Wendy Goodfriend

ATTACHMENT(S):

1. Assembly Bill 617 Program Update Presentation



# Assembly Bill 617 Program Update

Community Equity, Health, and Justice Committee

May 14, 2025

Diana Ruiz, Acting Director, Environmental Justice Division

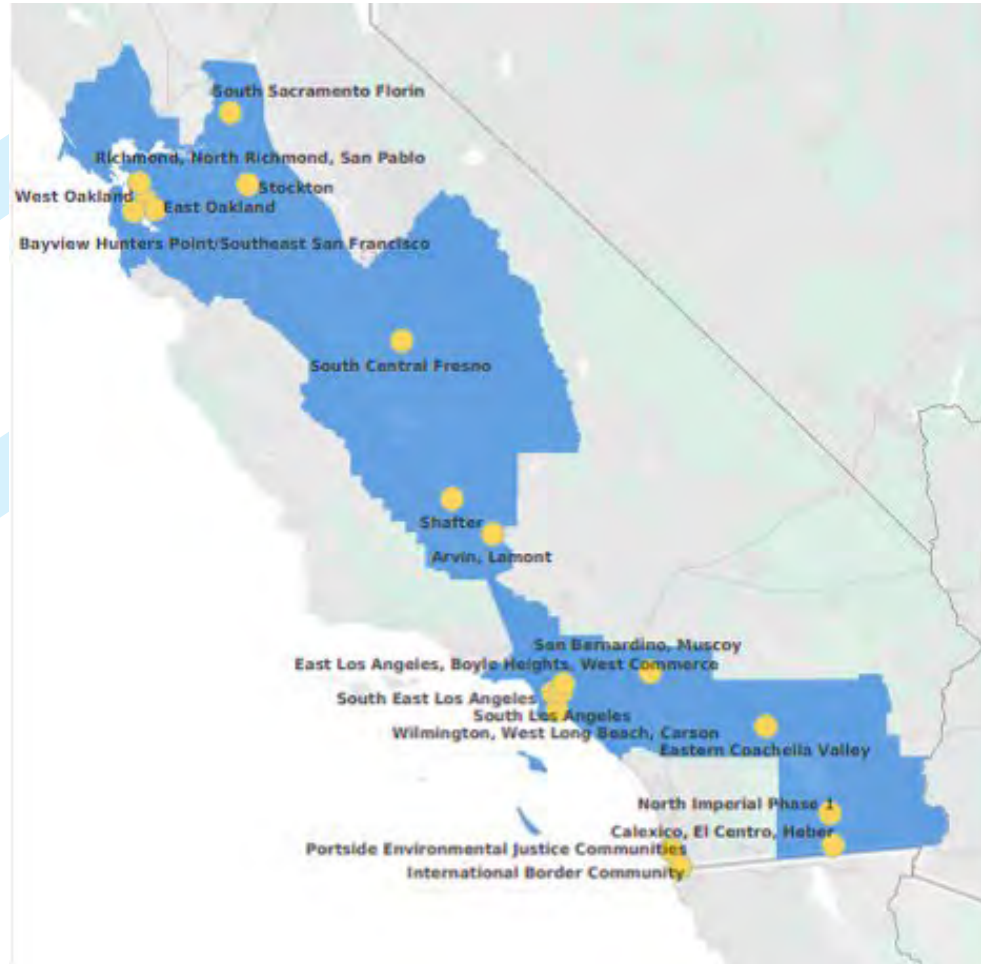
Karissa White, Staff Specialist II

Aneesh Rana, Senior Staff Specialist

Daniel Madrigal, Senior Staff Specialist

Environmental Justice Division

# Assembly Bill (AB) 617 Overview



*Designated AB 617 communities in California. Map from California Air Resources Board.*

- State mandated program that responds to the history of environmental injustice
- Focused on reducing exposure in communities most impacted by air pollution
- Committed to deep partnerships with community to develop and implement new strategies to measure air pollution and reduce health impacts

# West Oakland Overview

- West Oakland is neighborhood located adjacent to the Port of Oakland and surrounded by three major freeways
- Designated AB 617 Community August 2018
- The Community Emissions Reduction Plan (CERP) was adopted in 2019 and completed its five years of implementation in December 2024



West Oakland housing adjacent to the Port and Freeways



# West Oakland Milestones

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- Five Years of Implementation (completed)
- Prescott Greening Project (in progress)
- Street Sweeping and Road Dust Study (in progress)

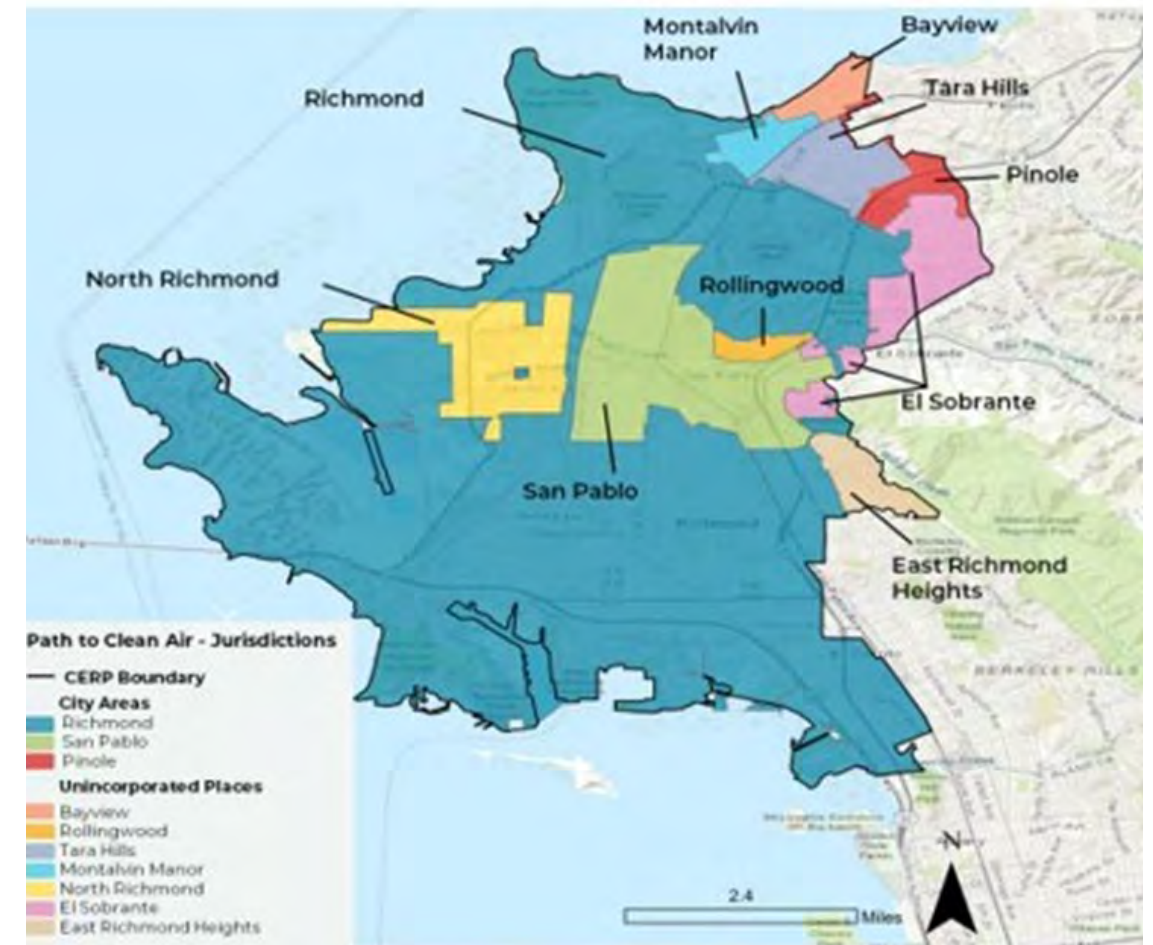
# Next Steps for West Oakland

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- West Oakland Environmental Indicators Project (WOEIP) Grant Agreement will go into effect on March 31, 2025
- Further implementation of the West Oakland Community Action Plan (WOCAP) will focus on 16 strategies over the next two years
- WOEIP is the sole lead working on Year Six and Year Seven of WOCAP implementation

# Richmond-North Richmond-San Pablo Overview

- Includes areas of Richmond, North Richmond, San Pablo and unincorporated Contra Costa County
- Designated AB 617 CERP Community September 2020
- Community Steering Committee (CSC) convened in 2021 to develop a CERP
- CSC is comprised of up to 27 individuals who work, live or grew up in the area



Community Emission Reduction Plan Boundary and Jurisdictions

# Richmond-North Richmond-San Pablo Milestones

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- Air District Board of Directors approved CERP in May 2024
- CSC approved a Year One Implementation Plan in October 2024
  - Including implementation framework and priority strategies
- CSC Recruitment Ad Hoc Committee and CSC members selected 10 new members in February 2025
- New Standing Committees will form in April 2025 for Just Transition and Community Benefits Policy

# Next Steps for Richmond-North Richmond-San Pablo

- Year One implementation continues
- Two standing committees to be created
- First annual progress report in October 2025

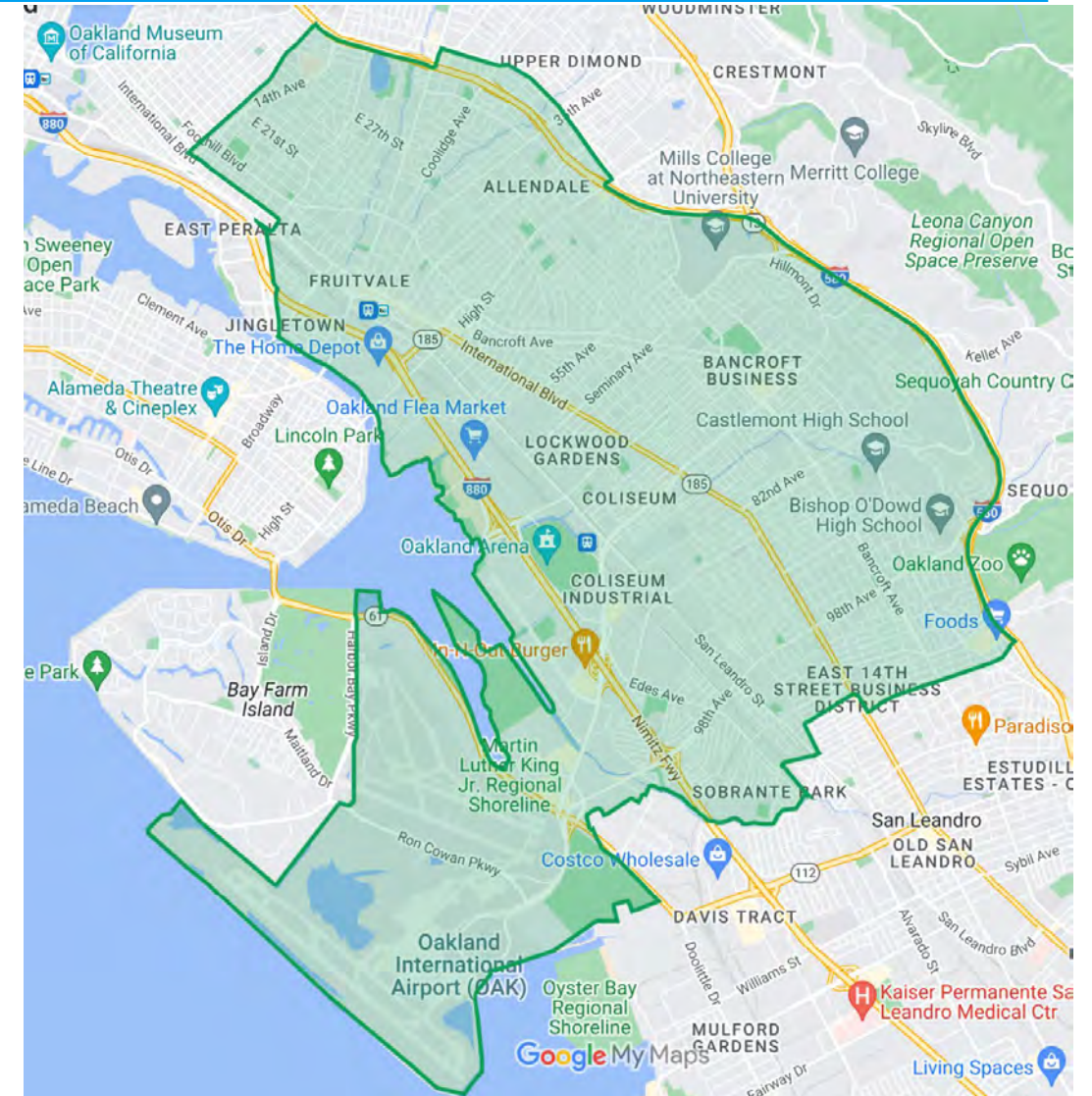


Richmond-North Richmond-San Pablo CSC Meeting



# East Oakland Overview

- Designated AB 617 CERP Community February 2022
- Co-Lead with Communities for a Better Environment (CBE)
- CSC started in September 2022
- 28 monthly CSC meetings held, convened by Co-Leads and three CSC Co-Chairs
- CSC is comprised of 24 individuals who work or live in the area



AB 617 Planning Area for East Oakland

# East Oakland Milestones

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## Completed Milestones:

- CSC Charter Agreement
- Vision & Principles
- Community Boundary
- Emissions Inventory
- Health Inequities Data
- Compliance & Enforcement Data
- Community Mapping Project
- Community Mapping Mini-Grants

## Pending Milestones:

- Strategy Development (ongoing)
- Community Engagement Mini-Grants (ongoing)
- Community Profile (ongoing)
- CERP Goals
- CERP Adoption
- CERP Implementation

# Next Steps for East Oakland



East Oakland CSC Meeting

- Complete draft CERP strategies and actions
- Finalize CERP goals
- Wrap up Community Engagement Mini-Grants
- Hold a public workshop on the draft CERP
- Bring the CERP to the CSC for adoption in the winter of 2026



# Bayview Hunters Point/Southeast San Francisco (SF) Overview

- Designated AB 617 CERP Community February 2023
- Co-Lead with the Marie Harrison Community Foundation and the Bayview Hunters Point Community Advocates
- CSC meetings started in January 2024
- 15 monthly CSC meetings held, convened by Co-Leads and two Co-Chairs
- CSC is comprised of 24 members who represent residents, business, non-profits, youth, education



AB 617 Planning Area for Bayview Hunters Point/Southeast San Francisco

# Bayview Hunters Point/Southeast SF Milestones

- CSC Charter Agreement
- Community Map of Sensitive Receptor Sites and Pollution Concerns
- Community Boundary
- Subcommittee to review emissions inventory and identify potential gaps in Air District data on emissions sources
- Requested an extension to the California Air Resources Board (CARB) to complete the CERP by July 2026



BVHP/SESF CSC Meeting mapping activity

# Next Steps for Bayview Hunters Point/Southeast SF

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- CSC review of emissions inventory, air quality data, compliance and enforcement data, and incentive funding
- Finalize vision and principles, community concerns, and focus areas
- Develop goals, strategies, and actions for the CERP
- Hold community town hall in late 2025 to share preliminary strategies
- Complete draft CERP strategies and actions in Spring 2026

# Questions/Feedback

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**For more information, visit the Air District's Community Health Protection Program Webpage:**

<https://www.baaqmd.gov/en/community-health/community-health-protection-program>

**For questions, contact:**

[ab617info@baaqmd.gov](mailto:ab617info@baaqmd.gov)