



BOARD OF DIRECTORS  
MEETING  
February 4, 2026

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

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

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

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

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

The Lodge at Torrey Pines  
11480 N Torrey Pines Rd.  
Charles Fries Conference Room  
La Jolla, CA 92037

THE FOLLOWING STREAMING OPTIONS WILL ALSO BE PROVIDED

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

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

Members of the public may participate remotely via Zoom at <https://bayareametro.zoom.us/j/82997244472>, or may join Zoom by phone by dialing (669) 900-6833 or (408) 638-0968. The Webinar ID for this meeting is: [829 9724 4472](https://bayareametro.zoom.us/j/82997244472)

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

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

# BOARD OF DIRECTORS MEETING AGENDA

**WEDNESDAY, FEBRUARY 4, 2026  
10:00 AM**

**Chairperson, Lynda Hopkins**

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

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

**2. Pledge of Allegiance**

**CLOSED SESSION**

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

**3. Conference with Legal Counsel re Existing Litigation Pursuant to Government Code Sections 54956.9(a) and (d)(1)**

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

*The Athletics Investment Group, LLC v. Bay Area Air Quality Management District et al., Alameda County Superior Court Case No. 22CV010930;*

*State of California et al. v. United States of America et al., Northern District of California Case No. 25-cv-04966-HSG;*

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

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

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

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

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

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

*Jaswant Singh Binning v. Bay Area Air Quality Management District, Solano County Superior Court Case No. CU25-06371.*

4. Conference with Labor Negotiators Pursuant to Government Code Section 54957.6

*Agency Designated Representatives:*

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

*Hyacinth Hinojosa, Deputy Executive Officer of Finance and Administration*

*Lisa Baker, Director of Human Resources*

*Employee Organization: BAAQMD Employees Association*

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

**OPENING ITEM(S)**

5. Special Orders of the Day

**CONSENT CALENDAR (Items 6 - 19)**

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

6. Approval of the Draft Minutes of the Board of Directors Meeting of December 3, 2025

*The Board of Directors will consider approving the Draft Minutes of the Board of Directors Meeting of December 3, 2025.*

7. Board Communications Received from December 4, 2025, through February 3, 2026

*A copy of communications directed to the Board of Directors received by the Air District from December 4, 2025, through February 3, 2026, if any, will be distributed to the Board Members by way of email.*

8. 2026 Board of Directors Committee Appointments

*In accordance with Section 3.4 of the Air District's Administrative Code, the Clerk of the Boards will provide the Board of Directors with a report of the 2026 Committee appointments.*

9. Notices of Violations Issued and Settlements in Excess of \$10,000 in the Months of November and December 2025

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

10. Personnel Out-of-State Business Travel Report for November-December 2025

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

11. Report of Claims Resolved Not Exceeding \$50,000

*In accordance with Section 9.9(b) of the Administrative Code, the Board of Directors will be notified that the Executive Officer/APCO has resolved a claim against the Air District in an amount of \$12,741.36 for vehicle repairs and towing and rental fees relating to a collision involving an Air District vehicle.*

12. Authorization to Amend the Contract with Atkinson, Andelson, Loya, Ruud & Romo for Human Resources and Labor Relations-Related Outside Counsel Services

*The Board of Directors will consider (i) authorizing the General Counsel to amend the Air District's contract with Atkinson, Andelson, Loya, Ruud & Romo to increase the total not-to-exceed amount of the contract by \$400,000, from \$737,500 to \$1,137,500, for human resources and labor relations-related outside counsel representation, including labor negotiation, labor relations, meet-and-confer process, arbitration, and labor practice issues; and (ii) authorizing the transfer of \$400,000 from Litigation Support Contingency Designated Reserves to Program 111 to cover the cost of the amended contract.*

13. Authorization to Amend the Contract with the Marie Harrison Community Foundation in Support of the Marie Harrison Environmental Justice Scholarship

*The Board of Directors will consider authorizing the Executive Officer/APCO to amend the Professional Services Contract with the Marie Harrison Community Foundation to increase the total not-to-exceed amount of the contract by \$87,300, from \$229,000 to \$316,300, and to extend the contract end date from February 28, 2026 to February 28, 2027, for continued support and administration of the Marie Harrison Environmental Justice Scholarship.*

14. Authorization to Execute a Professional Services Agreement with Allison & Partners LLC for Advertising, Communications, and Outreach Services for the Building Appliance Rules

*The Board of Directors will consider authorizing the Executive Officer/APCO to (i) execute a professional services agreement with Allison & Partners LLC for a two-year term, in an amount not to exceed \$2,500,000, for advertising, communications, and outreach services to support the Air District's implementation of its Building Appliance Rules; and (ii) transfer \$2,500,000 from Appliance Rules Outreach Reserve Designation to program 301 to cover the cost of the contract.*

*The Finance and Administration Committee recommended authorization of this professional services agreement and the transfer of funds at its meeting on December 17, 2025.*

15. Amendments to the Administrative Code Regarding Personnel Policies and Procedures

*The Board of Directors will consider adopting a resolution to revise the Administrative Code by replacing the legacy Division III – Personnel Policies and Procedures. This proposed revision to the Administrative Code includes the addition of Section 10 – Employment, which grants authority to the Executive Officer/APCO to develop and administer personnel policies. The Board of Directors will retain authority on core matters such as salary and benefits, classification plans and systems, and the creation of new positions. Section 10.7 At-Will subsection (a)(2) includes the following Executive Officer appointed classifications: Principal Deputy Executive Officer, Deputy Executive Officer and Assistant Deputy Executive Officer. Inclusion of Section 10 – Employment would revise the numbering of all subsequent sections. Section 13.1 Operative Date has been changed to Previous Administrative Code Repealed and includes language to reflect current status. In addition, non-substantive changes to terminology, definitions, logo, and formatting are included.*

*The Finance and Administration Committee recommended adoption of these revisions at its meeting on December 17, 2025.*

16. Report of the Advisory Council Meeting of December 8, 2025

*The Board of Directors will receive a report of the Advisory Council meeting of December 8, 2025.*

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

17. Report of the Stationary Source Committee Meeting of December 10, 2025

*The Board of Directors will receive a report of the Stationary Source Committee Meeting of December 10, 2025.*

*For the full Committee agenda packet and materials, click on the link below:  
[www.baaqmd.gov/bodagendas](http://www.baaqmd.gov/bodagendas)*

18. Report of the Finance and Administration Committee Meeting of December 17, 2025

*The Board of Directors will receive a report of the Finance and Administration Committee meeting of December 17, 2025.*

*For the full Committee agenda packet and materials, click on the link below:  
[www.baaqmd.gov/bodagendas](http://www.baaqmd.gov/bodagendas)*

19. Report of the Policy, Grants, and Technology Committee Meeting of December 17, 2025

*The Board of Directors will receive a report of the Policy, Grants, and Technology Committee meeting of December 17, 2025.*

*For the full Committee agenda packet and materials, click on the link below:  
[www.baaqmd.gov/bodagendas](http://www.baaqmd.gov/bodagendas)*

## **ACTION ITEM(S)**

20. 2026 Legislative Activities and State Legislative Updates

*The Board of Directors will consider:*

1. *Approving the proposed legislative activities for the 2026 Legislative Session, as recommended by the Policy, Grants, and Technology Committee at its meeting on December 17, 2025*
2. *Approving sponsorship of a proposed bill idea that would make changes to the structure of the Advisory Council, as well as clarify the use of population estimates for determining representation on the Air District Board*
  - a. *Specify which of the Department of Finance's population estimates (preliminary or revised) will be used when determining representation on the Air District Board*
3. *Confirming co-sponsorship of Senate Bill 222 (Wiener) – Heat Pump Access Act*

*The Board will also discuss a state legislative update on recent activity in the Legislature. This item will be presented by Alan Abbs, Legislative Officer in the Legislative and Government Affairs Division.*

## **OTHER BUSINESS**

### 21. Public Comment on Non-Agenda Matters

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

### 22. Board Member Comments

*Any member of the Board, or its staff, on their own initiative or in response to questions posed by the public, may: ask a question for clarification, make a brief announcement or report on their 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)*

### 23. Report of the Executive Officer/APCO

### 24. Chairperson's Report

### 25. Time and Place of Next Meeting

*Wednesday, March 4, 2026, at 10:00 a.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Board of Directors members and members of the public will be able to either join in-person or via webcast.*

26. Adjournment

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

**CONTACT:**

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

**(415) 749-4941  
FAX: (415) 928-8560  
Air District 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 less than 72 hours before the meeting shall be made available at the Air District's offices at 375 Beale Street, Suite 600, San Francisco, CA 94105, at the time such writing is made available to all, or a majority of all, members of that body.

**Accessibility and Non-Discrimination Policy**

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

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

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

If you believe discrimination has occurred with respect to an Air District program or activity, you may contact the Non-Discrimination Coordinator identified below or visit our website at [www.baaqmd.gov/accessibility](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**

**FEBRUARY 2026**

<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

MV 1/29/26 – 12:49 p.m.

G/Board/Executive Office/Moncal

**BAY AREA AIR DISTRICT**  
Memorandum

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

From: Philip M. Fine  
Executive Officer/APCO

Date: February 4, 2026

Re: Approval of the Draft Minutes of the Board of Directors Meeting of December 3, 2025

**RECOMMENDED ACTION**

Approve the Draft Minutes of the Board of Directors Meeting of December 3, 2025.

**BACKGROUND**

None.

**DISCUSSION**

Attached for your review and approval are the Draft Minutes of the Board of Directors Meeting of December 3, 2025.

**BUDGET CONSIDERATION/FINANCIAL IMPACT**

None.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Marcy Hiratzka  
Reviewed by: Vanessa Johnson

ATTACHMENT(S):

1. Draft Minutes of the Board of Directors Meeting of December 3, 2025

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

Board of Directors Meeting  
Wednesday, December 3, 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:** Board of Directors (Board) Chairperson, Lynda Hopkins, called the meeting to order at 10:09 a.m.

#### **Roll Call:**

Present, In-Person (Bay Area Metro Center, 375 Beale Street, 1<sup>st</sup> Floor Board Room, San Francisco, CA, 94105): Chairperson Lynda Hopkins; Vice Chairperson Vicki Veenker; and Directors Brian Barnacle, Juan González III, Tyrone Jue, Shamann Walton, and Steve Young.

Present, Remote Teleconferencing Location: (Office of Santa Clara County, 70 W. Hedding St, 10th Floor Conference Room, San Jose, CA 95110): Directors Margaret Abe-Koga, David Haubert, and Otto Lee.

Present, Remote Teleconferencing Location: (Solano County Administration Building, 675 N. Texas St. Room A168, Fairfield, CA 94533): Director Monica Brown.

Present, Remote Teleconferencing Location: (Alameda County Board of Supervisors District 3, 101 Callan Ave., Suite 103, San Leandro, CA 94577): Director Lena Tam.

Present, Remote Teleconferencing Location: (San Bruno City Hall, Conference Room 115, 567 El Camino Real, San Bruno, CA 94066): Director Rico E. Medina.

Present, Remote Teleconferencing Location: (San Mateo County Board of Supervisors' Office, 5th Floor, 500 County Center, Redwood City, CA 94063): Director Ray Mueller.

Absent: Directors Dionne Adams, Ken Carlson, Brian Colbert, Noelia Corzo, Joelle Gallagher, John Gioia, Bilal Mahmood, Gabe Quinto, and Mark Salinas.

**2. PLEDGE OF ALLEGIANCE**

**CLOSED SESSION (10:11 a.m.)**

**Public Comments**

No requests received.

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

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

**Reportable Action:** Chair Hopkins reported that the proposed Employment Agreement with Executive Officer Philip M. Fine for a second three-year term, from February 21, 2026, through February 20, 2029, would be discussed in Item 34 (Approval of the Executive Officer's Employment Agreement), later in the meeting.

**OPEN SESSION (11:21 a.m.)**

**4. SPECIAL ORDERS OF THE DAY**

Chair Hopkins welcomed the following new employees: Dr. Andrea Polidori, Deputy Executive Officer of Science; Tayo Ajose, Principal Human Resources Analyst in the Human Resources Division; Byron Rice, Senior Air Quality Specialist in the Meteorology and Measurement Division; and Kiyana Woods, Human Resources Analyst II in the Human Resources Division. In addition, Chair Hopkins congratulated retiring employees, Chris Berglund, Air Quality Specialist II, in the Compliance & Enforcement Division, and Rochele Henderson, Staff Specialist II, in the Legal Division, for their 35 years and 36 years of service, respectively.

**CONSENT CALENDAR (ITEMS 5 – 33)**

5. Approval of the Draft Minutes of the Board of Directors Meeting of October 1, 2025
6. Board Communications Received from October 1, 2025, through December 2, 2025
7. Notices of Violations (NOV) Issued and Settlements in Excess of \$10,000 in the Months of September and October 2025
8. Personnel Out-of-State Business Travel Report for September-October 2025
9. Authorization of Salary Adjustment for Management Positions
10. Authorization to Amend Contract with Nancy S. Feldman for Consulting Advice and Management Support for Enforcement Case Resolution and Litigation
11. Authorization to Amend Contract with Randi Wallach for Legal Support Services for Grants Programs
12. Authorization to Purchase Equipment from Multiple Vendors to Support Air Monitoring Programs
13. Authorization to Execute Lease Amendments for Two Air Monitoring Sites
14. Authorization to Procure Equipment and Services from Agilaire, LLC to Support Air Monitoring Data Acquisition Systems

15. Authorization to Accept Clean Cars for All Program Funds from the California Air Resources Board  
[Click here to view Board Resolution No. 2025-12](#)
16. Authorization to Execute a Professional Services Agreement with GRID Alternatives Bay Area to Provide Consumer Education and Support for the Clean Cars for All Program
17. Authorization to Execute a Master Services Agreement for a Grants Management System and to Purchase Salesforce Licenses
18. Transportation Fund for Clean Air Policies Commencing Fiscal Year 2026-2027
19. Fiscal Year Ending 2025 Charge! Program Project Recommendations
20. Amendment of Sections 8.2, 9.3, 9.4, and 3.4 of the Administrative Code
21. Proposed Board and Committee Meeting Schedule for Calendar Year 2026  
[Click here to view Board Resolution No. 2025-13](#)
22. Publication of 2026 Regulatory Agenda
23. Appointment of Community Advisory Council Members
24. Appointment of Advisory Council Members
25. Report of the Community Advisory Council Meeting of September 18, 2025
26. Report of the Two Advisory Council Meetings of October 6, 2025
27. Report of the Policy, Grants, and Technology Committee Meeting of October 15, 2025
28. Report of the Finance and Administration Committee Meeting of October 15, 2025
29. Report of the Stationary Source Committee Meeting of November 12, 2025
30. Report of the Community Equity, Health, and Justice Committee Meeting of November 12, 2025
31. Report of the Policy, Grants, and Technology Committee Meeting of November 19, 2025
32. Report of the Finance and Administration Committee Meeting of November 19, 2025
33. Report of the Community Advisory Council Meeting of November 20, 2025

#### Public Comments

No requests received.

#### Board Comments

Director Young pulled Item 19 (Fiscal Year Ending 2025 Charge! Program Project Recommendations), observing that there were no installation grants allocated within Solano County. He asked whether there were any applicants for this program from Solano County, and current outreach practices by the Air District. Director Brown asked whether the Board members had been informed of this grant program when the funding cycle began.

#### Board Action

Director González made a motion, seconded by Director Walton, to approve Consent Calendar Items 5 through 33, excluding Item 19; and the motion **carried** by the following vote of the Board:

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

Director González made a motion, seconded by Vice Chair Veenker, to approve Consent Calendar Item 19; and the motion **carried** by the following vote of the Board:

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

## **ACTION ITEMS**

### **34. APPROVAL OF THE EXECUTIVE OFFICER'S EMPLOYMENT AGREEMENT**

Chair Hopkins reported that the Board of Directors considered approving an Employment Agreement with Executive Officer Philip M. Fine for a second three-year term, from February 21, 2026 through February 20, 2029, and authorizing the Board Chairperson to execute the agreement. She read the following statement:

*Pursuant to Government Code Section 54953(c)(3), before taking final action on an employment agreement for a local agency executive, or a salary or benefit increase for a current local agency executive, the Board must provide an oral summary of the salary and/or fringe benefits for the local agency executive. "Local agency executive" is further defined by Government Code Section 3511.1(d)(1)-(3) as "the Chief Executive Officer", a "Deputy Chief Executive Officer", or an "Assistant Chief Executive Officer" of a local agency. For consideration of the Board today, there is a contract for an individual who is a "local agency executive" within the meaning of the law. Accordingly, for the contract, we will read the following information into the record:*

*The position of the local agency executive is "Executive Officer/Air Pollution Control Officer". The term of the renewed employment contract between the Air District and the Executive Officer/APCO is from February 21, 2026, to February 20, 2029. The salary to be paid is \$454,844.62 per year, subject to annual cost of living increase adjustments and potential increases in the future, and other elements of compensation listed in the contract will include the same fringe benefits as provided to non-representative Air District executive management staff, annual leave and management leave, and beginning March 1, 2026, the District shall match the executive officer's contribution to his 457b deferred comp account, up to \$15,500."*

## **Public Comments**

No requests received.

Board Comments

None.

Board Action

Director González made a motion, seconded by Director Young, to **approve** an Employment Agreement with Executive Officer Philip M. Fine for a second three-year term, from February 21, 2026 through February 20, 2029, and **authorize** the Board Chairperson to execute the agreement; and the motion **carried** by the following vote of the Board:

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

**35. ELECTION OF A CHAIRPERSON AND VICE-CHAIRPERSON OF THE BOARD OF DIRECTORS FOR THE 2026-2027 TERM**

The Board of Directors received a report of the Nominating Committee, which met at 9:30 a.m. preceding the Board of Directors meeting. Chair Hopkins reported that she had recused herself from Item 4 of the Nominating Committee's agenda (Consideration and Recommendation of Board Officer Candidates for the 2026-2027 Term) as she was one of the candidates under consideration. Therefore, Alexander Crockett, General Counsel, explained that the Nominating Committee discussed the two candidates that were nominated (who happened to be incumbents) Lynda Hopkins for Chairperson and Vicki Veenker for Vice Chairperson. The Nominating Committee recommended that they both be elected to their respective Board Officer positions for the 2026-2027 Term.

Public Comments

Public comments were given by Olga Mandrusow; and Dr. Stephen Rosenblum, Palo Alto resident.

Board Comments

None.

Board Action

Director Lee made a motion, seconded by Director Tam, to **elect** Lynda Hopkins as Board Chairperson and Vicki Veenker as Vice-Chairperson for the 2026-2027 Term (January 1, 2026 to December 31, 2027); the motion **carried** by the following vote of the Board:

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

### **INFORMATIONAL ITEM**

#### **36. OVERVIEW OF SOCIOECONOMIC ANALYSES FOR AIR DISTRICT RULEMAKING**

Leonid Bak, Economist and Senior Advanced Projects Advisor, gave the staff presentation *Overview of Socioeconomic Analyses for Air District Rulemaking*, including: outline; rule development requirements; statutory requirements; overview of socioeconomic analyses and current process; limitations of analysis; additional information for decision making; health and equity assessments (examples); 2021 Amendments to Rule 6-5: Refinery Fluidized Catalytic Cracking Unit (FCCU) - Modeled Particulate Matter (PM)<sub>2.5</sub> Levels & Residential Demographics; 2021 Amendments to Rule 6-5: Refinery FCCUs – Exposure Disparities; 2021 Amendments to Rule 6-5: Refinery FCCUs – Health Benefits; expanded socioeconomic impact analysis (example and potential future work); recent comments and discussion; and next steps.

#### **Public Comments**

Public comments were given by Arieann Harrison, Marie Harrison Community Foundation; Mark Williams, Jr., Environmental Justice League (EJL); Tim Sbranti, Contra Costa Building and Construction Trades Council; Yvonne Eashman, ELP; Tina Flores; P. Anthony Thomas, ELP; Leon Marchal, International Brotherhood of Electrical Workers (IBEW) Local 302; Drew Sage, Berkeley resident; Eddie Williams, Oakland resident; Ajanae Young, ELP; Rachel Schumake, IBEW Local 302; Tim Jeffreies; Charmaine Robinson, EJL; Evelyn Darnes, EJL; Yvonne Williams, Pinole resident; Chuck Leonard, United Association Steamfitters Local 342; L. Johnson, EJL; Jared Butler, Pittsburg resident; Adrieanna Williams, Prescott Middle School; Michael Randall, EJL; Melody Davis, Parent Voices; Tina Flores, EJL; Millicent Hunter, EJL; Camika Robinson, EJL; Drew Sage; and Terrell Lawson, EJL.

#### **Board Comments**

The Board and Air District staff discussed the desire that an ad hoc or subcommittee or working group be formed by the Board's Stationary Source Committee to develop a socioeconomic impact analysis policy, which includes the involvement of industry representatives; whether PM<sub>2.5</sub> is an appropriate metric for measuring refinery emissions; whether health benefits are required by the California Health and Safety Code (Section 40728.5); and the importance of considering neutral and accurate information/data.

#### **Board Action**

No action taken.

## **OTHER BUSINESS**

### **37. PUBLIC COMMENT ON NON-AGENDA MATTERS**

Public comments were given by Arieann Harrison, Marie Harrison Community Foundation; Tim Sbranti, Contra Costa Building and Construction Trades Council; and Rochele Henderson, an Air District Employee who provided comments in her personal capacity.

***At 12:51 p.m., a quorum of Board members (in any location) was lost, and the meeting was forced to adjourn. Items 38, 39, and 40 did not occur.***

### **38. BOARD MEMBER COMMENTS**

### **39. REPORT OF THE EXECUTIVE OFFICER / APCO**

### **40. CHAIRPERSON'S REPORT**

### **41. TIME AND PLACE OF NEXT MEETING**

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

### **42. ADJOURNMENT**

The meeting was adjourned at 12:51 p.m.

Marcy Hiratzka  
Clerk of the Boards

**BAY AREA AIR DISTRICT**  
Memorandum

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

From: Philip M. Fine  
Executive Officer/APCO

Date: February 4, 2026

Re: Board Communications Received from December 4, 2025, through February  
3, 2026

**RECOMMENDED ACTION**

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

**BACKGROUND**

None.

**DISCUSSION**

A copy of communications directed to the Board of Directors received by the Air District from December 4, 2025, through February 3, 2026 if any, will be distributed to the Board Members by way of email.

**BUDGET CONSIDERATION/FINANCIAL IMPACT**

None.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Marjorie Villanueva  
Reviewed by: Vanessa Johnson

ATTACHMENT(S):

None

**BAY AREA AIR DISTRICT**  
Memorandum

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

From: Philip M. Fine  
Executive Officer/APCO

Date: February 4, 2026

Re: 2026 Board of Directors Committee Appointments

**RECOMMENDED ACTION**

None; the Board of Directors will review this information, but no action is requested at this time.

**BACKGROUND**

Section 3.4 of the Air District's Administrative Code requires that the Clerk of the Boards report the Committee appointments to the Board of Directors at its first meeting in February of each year, or as soon thereafter as the Committee appointments are made.

**DISCUSSION**

In accordance with Section 3.4 of the Air District's Administrative Code, the Board of Directors is notified of appointments to standing committees of the Board of Directors.

**BUDGET CONSIDERATION/FINANCIAL IMPACT**

None.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Vanessa Johnson and Sonam Shah-Paul  
Reviewed by: Dr. Philip M. Fine

ATTACHMENT(S):

1. 2026 Committee Appointments

# 2026 Committee Appointments

<u>Stationary Source</u>	<u>Community Equity, Health, &amp; Justice</u>	<u>Policy, Grants, &amp; Technology</u>
<b>(11 members max)</b> 2 <sup>nd</sup> Wednesday of each month at 10:00 a.m.	<b>(11 members max)</b> 2 <sup>nd</sup> Wednesday of each month at 1:00 p.m.	<b>(11 members max)</b> 3 <sup>rd</sup> Wednesday of each month at 10:00 a.m.
<b>Ken Carlson (Chair)</b>	<b>John Gioia (Chair)</b>	<b>Vicki Veenker (Chair)</b>
<b>John Gioia (Vice-Chair)</b>	<b>Dionne Adams (Vice-Chair)</b>	<b>Juan González (Vice-Chair)</b>
Dionne Adams	Monica Brown	Margaret Abe-Koga
David Haubert	Noelia Corzo	Ken Carlson
Lynda Hopkins	Joelle Gallagher	Joelle Gallagher
Tyrone Jue	Linda Sell	Rico Medina
Otto Lee	Shamann Walton	Ray Mueller
Rico Medina	Steve Young	Mark Salinas
Ray Mueller		Lena Tam
Gabe Quinto		
Steve Young		

<u>Finance and Administration</u>	<u>Advisory Council</u>	<u>Bay Area Regional Collaborative (BARC)</u>
<b>(11 members max)</b> 3 <sup>rd</sup> Wednesday of each month at 1:00 p.m.	<i>Board Liaison/Ex-Officio At the Call of the Council Chair</i>	<i>Set by BARC</i>
<b>Lynda Hopkins (Chair)</b>	Lynda Hopkins	Lynda Hopkins
<b>Juan González (Vice-Chair)</b>		Vicki Veenker
Noelia Corzo		
David Haubert		
Tyrone Jue		
Linda Sell		
Vicki Veenker		

**BAY AREA AIR DISTRICT**  
Memorandum

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

From: Philip M. Fine  
Executive Officer/APCO

Date: February 4, 2026

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

**RECOMMENDED ACTION**

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

**BACKGROUND**

None.

**DISCUSSION**

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

**BUDGET CONSIDERATION/FINANCIAL IMPACT**

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

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Alexander G. Crockett

ATTACHMENT(S):

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

## NOTICES OF VIOLATIONS ISSUED

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

Alameda						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
A & A Gas and Food Mart	C0933	San Leandro	A64584A	11/12/25	8-7-301.6	Gasoline Dispensing Facility Violation
A & A Gas and Food Mart	C0933	San Leandro	A64584B	11/12/25	8-7-302.3	Gasoline Dispensing Facility Violation
Cedar Lawn Memorial Park & Mortuary	A4122	Fremont	A64253A	11/10/25	2-1-307	Permit Requirement/Condition Violation
Central Gas San Lorenzo	S200063	San Lorenzo	A64582A	11/5/25	8-7-302.3	Gasoline Dispensing Facility Violation
COM	S781724	Castro Valley	A64585A	11/12/25	11-2-401.3	Asbestos Violation
Gallagher & Burk, Inc.	A0073	Oakland	A61947A	11/21/25	2-1-301	No Authority to Construct and No Permit to Operate
Gallagher & Burk, Inc.	A0073	Oakland	A61947B	11/21/25	2-1-302	No Authority to Construct and No Permit to Operate
Gallagher & Burk, Inc.	A0073	Oakland	A61947C	11/21/25	10	Code of Federal Regulation Violation
Tesla, Inc.	A1438	Fremont	A64254A	11/12/25	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A64255A	11/19/25	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A64256A	11/19/25	2-6-307	Title V Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A64257A	11/24/25	2-1-301	No Authority to Construct and No Permit to Operate
Tesla, Inc.	A1438	Fremont	A64257B	11/24/25	2-1-302	No Authority to Construct and No Permit to Operate

Tesla, Inc.	A1438	Fremont	A65252A	11/5/25	2-6-307	Title V Permit Requirement/Condition Violation
VERIZON WIRELESS-BELLENA BAY	E2741	Alameda	A61946A	11/20/25	6-1-302	Visible Emissions Violation
Wave 92	D0418	Hayward	A64583A	11/5/25	8-7-301.6	Gasoline Dispensing Facility Violation

<b>Contra Costa</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Auto Warehousing Co.	D1287	Richmond	A65506A	11/21/25	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A64695A	11/19/25	6-1-301	Visible Emissions Violation
Chevron Products Company	A0010	Richmond	A64696A	11/25/25	2-6-307	Title V Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A64697A	11/25/25	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A64698A	11/25/25	1-522.4	Continuous Emissions Monitor Violation
Chevron Products Company	A0010	Richmond	A64699A	11/25/25	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A64700A	11/25/25	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A64701A	11/25/25	2-6-307	Title V Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A64701B	11/25/25	9-10-301	Refinery NOx or CO Violation
Chevron Products Company	A0010	Richmond	A64702A	11/25/25	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A64714A	11/17/25	2-1-307	Permit Requirement/Condition Violation

Chevron Products Company	A0010	Richmond	A64715A	11/22/25	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A64716A	11/25/25	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A64717A	11/25/25	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A64722A	11/25/25	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A65428A	11/25/25	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A65429A	11/25/25	1-522.4	Continuous Emissions Monitor Violation
Chevron Products Company	A0010	Richmond	A65430A	11/25/25	1-522.4	Continuous Emissions Monitor Violation
Hilltop Mall Chevron	C5216	Richmond	A64436A	11/7/25	2-1-302	No Permit to Operate
Hilltop Mall Chevron	C5216	Richmond	A64437A	11/7/25	8-7-301.13	Gasoline Dispensing Facility Violation
Hilltop Mall Chevron	C5216	Richmond	A64437B	11/7/25	8-7-301.6	Gasoline Dispensing Facility Violation
Martinez Valero	C9427	Martinez	A65503A	11/10/25	8-7-301.13	Gasoline Dispensing Facility Violation
Martinez Valero	C9427	Martinez	A65503B	11/10/25	8-7-301.6	Gasoline Dispensing Facility Violation
Morello Chevron Tire Service & Repair 15	C7311	Pleasant Hill	A65504A	11/10/25	8-7-301.13	Gasoline Dispensing Facility Violation
Morello Chevron Tire Service & Repair 15	C7311	Pleasant Hill	A65504B	11/10/25	8-7-301.6	Gasoline Dispensing Facility Violation
Pacheco Shell	C9759	Martinez	A65505A	11/13/25	8-7-301.6	Gasoline Dispensing Facility Violation
Pacheco Shell	C9759	Martinez	A65505B	11/13/25	8-7-302.5	Gasoline Dispensing Facility Violation
Phillips 66 Company -	A0016	Rodeo	A62997A	11/3/25	2-1-301	No Authority to Construct and No

San Francisco Refinery						Permit to Operate
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A62997B	11/3/25	2-1-302	No Authority to Construct and No Permit to Operate
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A62998A	11/3/25	8-10-501	Refinery Unit Depressurization Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A62998B	11/3/25	8-10-503	Refinery Unit Depressurization Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A62999A	11/3/25	2-6-307	Title V Permit Requirement/Condition Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A64781A	11/20/25	1-441	Denied Access to Information Violation
Safeway Stores Inc., Bakery Plant	A0093	Richmond	A65200A	11/4/25	2-1-307	Permit Requirement/Condition Violation
Two Ton Construction	S781648	El Cerrito	A64433A	11/18/25	11-2-303.3	Asbestos Violation

<b>Marin</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Kentfield Hospital	S737364	Kentfield	A64518A	11/3/25	2-1-301	No Authority to Construct and No Permit to Operate
Kentfield Hospital	S737364	Kentfield	A64518B	11/3/25	2-1-302	No Authority to Construct and No Permit to Operate

<b>San Francisco</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
San Francisco General Hospital	A3974	San Francisco	A65553A	11/10/25	2-1-307	Permit Requirement/Condition Violation

<b>San Mateo</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Justin Chevron	C7089	San Carlos	A64009A	11/20/25	2-1-307	Permit Requirement/Condition Violation
South San Francisco Fire Dept.	D1840	South San Francisco	A63671A	11/4/25	8-7-408	Gasoline Dispensing Facility Violation
South San Francisco Fire Dept.	D1840	South San Francisco	A63672A	11/4/25	8-7-302.3	Gasoline Dispensing Facility Violation

<b>Santa Clara</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Barron Park Shell	C9713	Palo Alto	A64008A	11/20/25	8-7-302.3	Gasoline Dispensing Facility Violation
Canaan Builders Inc.	S781275	San Jose	A64908A	11/10/25	11-2-401.5	Asbestos Violation
Canaan Builders Inc.	S781275	San Jose	A64908B	11/10/25	11-2-303.8	Asbestos Violation
Canaan Builders Inc.	S781275	San Jose	A64909A	11/10/25	11-2-401.5	Asbestos Violation
Canaan Builders Inc.	S781275	San Jose	A64909B	11/10/25	11-2-303.8	Asbestos Violation
Samaritan Medical Center	E4942	San Jose	A64465A	11/17/25	2-1-307	Permit Requirement/Condition Violation
Samaritan Medical Center	E4942	San Jose	A64466A	11/17/25	2-1-302	No Permit to Operate

<b>Solano</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Focal Point Builders	S780980	Benicia	A64964A	11/3/25	11-2-401.3	Asbestos Violation

Six Flags Discovery Kingdom	B4124	Vallejo	A64438A	11/12/25	2-1-307	Permit Requirement/Condition Violation
Valero Refining Company - California	B2626	Benicia	A65312A	11/6/25	2-1-307	Permit Requirement/Condition Violation
Valero Refining Company - California	B2626	Benicia	A65312B	11/6/25	10	Code of Federal Regulation Violation
XKT Engineering Inc, Railroad Ave Bldg 390	B1282	Vallejo	A64435A	11/5/25	2-1-307	Permit Requirement/Condition Violation

<b>Sonoma</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Sonoma Valley Hospital District	S781683	Sonoma	A62396A	11/20/25	9-7-506	Boiler Emissions Violation

<b>Company Address Outside of the Bay Area</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Madsen Roofing & Waterproofing, Inc.	S781406	Rancho Cordova	A64746A	11/12/25	11-2-401.5	Asbestos Violation
PW Stephens Environmental, Inc.	S781689	Sacramento	A64010A	11/19/25	11-2-401.3	Asbestos Violation

## **SETTLEMENTS FOR \$10,000 OR MORE REACHED**

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

- 1) On November 12, 2025, the Air District reached a settlement with Spirit HD Colma CA, LLC for \$60,000, regarding the allegations contained in the following 1 Notice of Violation:

<b>NOV #</b>	<b>Issuance Date</b>	<b>Occurrence Date</b>	<b>Regulation</b>	<b>Comments from Enforcement</b>
A60344A	3/28/23	1/20/23	2-1-307	Permit Requirement/Condition Violation

- 2) On November 14, 2025, the Air District reached a settlement with Berkeley Smog & Gas for \$12,000, regarding the allegations contained in the following 2 Notices of Violations:

<b>NOV #</b>	<b>Issuance Date</b>	<b>Occurrence Date</b>	<b>Regulation</b>	<b>Comments from Enforcement</b>
A62675A	10/3/24	7/2/24	2-1-302	No Permit to Operate
A62856A	9/19/23	9/18/23	8-7-301.5	Gasoline Dispensing Facility Violation

- 3) On November 14, 2025, the Air District reached a settlement with Shell Catalysts & Technologies for \$26,550, regarding the allegations contained in the following 3 Notices of Violations:

<b>NOV #</b>	<b>Issuance Date</b>	<b>Occurrence Date</b>	<b>Regulation</b>	<b>Comments from Enforcement</b>
A60858A	12/9/22	12/1/22	1-523.1	Parametric Monitor Violation
A61288A	8/18/22	6/29/22	2-6-307	Title V Permit Requirement/Condition Violation
A61293A	9/26/22	12/31/20	2-6-307	Title V Permit Requirement/Condition Violation

- 4) On November 17, 2025, the Air District reached a settlement with North San Mateo County Sanitation District for \$44,000, regarding the allegations contained in the following 4 Notices of Violations:

<b>NOV #</b>	<b>Issuance Date</b>	<b>Occurrence Date</b>	<b>Regulation</b>	<b>Comments from Enforcement</b>
A60342A	3/6/23	5/24/22	2-1-307	Permit Requirement/Condition Violation
A60342B	3/6/23	5/24/22	9-7-307.1	Boiler Emissions Violation
A60343A	3/6/23	5/24/22	2-1-307	Permit Requirement/Condition Violation
A60343B	3/6/23	5/24/22	9-7-307.1	Boiler Emissions Violation

A60971A	8/29/24	10/24/23	2-1-307	Permit Requirement/Condition Violation
A60992A	7/1/25	8/27/24	2-1-307	Permit Requirement/Condition Violation

## **NOTICES OF VIOLATION ISSUED**

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

<b>Alameda</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Bayview Shell #136019	C8867	San Leandro	A64588A	12/3/25	8-7-408	Gasoline Dispensing Facility Violation
Cargill Salt	A0094	Newark	A64259A	12/2/25	2-1-307	Permit Requirement/Condition Violation
Cargill Salt	A0094	Newark	A64260A	12/2/25	2-1-307	Permit Requirement/Condition Violation
DeSilva Gates Construction, LP	S782393	Dublin	A63479A	12/10/25	2-1-307	Permit Requirement/Condition Violation
Energy Recovery, Inc.	B9782	San Leandro	A65167A	12/10/25	2-1-307	Permit Requirement/Condition Violation
FAA, Oakland Air Route Traffic Control Ctr (ARTCC)	B0235	Fremont	A64264A	12/18/25	2-1-307	Permit Requirement/Condition Violation
FAA, Oakland Air Route Traffic Control Ctr (ARTCC)	B0235	Fremont	A64265A	12/18/25	2-1-307	Permit Requirement/Condition Violation
FAA, Oakland Air Route Traffic Control Ctr (ARTCC)	B0235	Fremont	A64266A	12/18/25	2-1-307	Permit Requirement/Condition Violation
FAA, Oakland Air Route Traffic Control Ctr (ARTCC)	B0235	Fremont	A64267A	12/18/25	2-1-307	Permit Requirement/Condition Violation
FAA, Oakland Air Route Traffic Control Ctr (ARTCC)	B0235	Fremont	A64268A	12/18/25	2-1-307	Permit Requirement/Condition Violation
Lexus of Fremont	D1850	Fremont	A64589A	12/10/25	8-7-301.2	Gasoline Dispensing Facility Violation

Safeway Milk Plant	A9353	San Leandro	A65166A	12/2/25	2-1-307	Permit Requirement/Condition Violation
SFD	S782180	Berkeley	A63245A	12/3/25	6-3-301	Fireplace Wood Smoke Violation
SFD	S782231	Castro Valley	A63247A	12/5/25	6-3-301	Fireplace Wood Smoke Violation
Sunstate Equipment Co.	D0592	Fremont	A64586A	12/11/25	8-7-408	Gasoline Dispensing Facility Violation
Tesla, Inc.	A1438	Fremont	A64258A	12/1/25	2-6-307	Title V Requirement/Permit Condition
Tesla, Inc.	A1438	Fremont	A64261A	12/10/25	2-1-307	Permit Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A64262A	12/10/25	2-1-307	Permit Requirement/Condition Violation
Valero Refining Co. SS#7105	S782616	Hayward	A64590A	12/16/25	8-7-302.3	Gasoline Dispensing Facility Violation
Vasco Road Landfill	A5095	Livermore	A63480A	12/15/25	2-6-307	Title V Requirement/Permit Condition Violation
Vasco Road Landfill	A5095	Livermore	A63480B	12/15/25	8-34-301.1	Landfill Violation
Western Digital Technologies	A8391	Fremont	A64263A	12/11/25	2-1-307	Permit Requirement/Condition Violation

<b>Contra Costa</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Chevron Products Company	A0010	Richmond	A65431A	12/8/25	8-8-316	Wastewater Collection and Separation Systems Violation
Chevron Products Company	A0010	Richmond	A65432A	12/8/25	8-8-316	Wastewater Collection and Separation Systems Violation
Contra Costa County Fire Protection District	E0069	Pleasant Hill	A65507A	12/16/25	2-1-307	Permit Requirement/Condition Violation

Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A64637A	12/15/25	2-1-307	Permit Requirement/Condition Violation
R.V. Stich Construction Inc.	S782590	Richmond	A64985A	12/16/25	11-2-401.5	Asbestos Violation
SFD	S782672	Oakley	A55870A	12/17/25	6-3-301	Fireplace Wood Smoke Violation
SFD	S782039	Richmond	A63244A	12/1/25	6-3-301	Fireplace Wood Smoke Violation

<b>Marin</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Redwood Landfill Inc.	A1179	Novato	A64519A	12/5/25	2-6-307	Title V Requirement/Permit Condition Violation
Redwood Landfill Inc.	A1179	Novato	A64520A	12/5/25	2-1-301	No Authority to Construct and No Permit to Operate
Redwood Landfill Inc.	A1179	Novato	A64520B	12/5/25	2-1-302	No Authority to Construct and No Permit to Operate

<b>Napa</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
SFD	S782287	American Canyon	A63251A	12/8/25	6-3-301	Fireplace Wood Smoke Violation

<b>San Francisco</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Bay-View Greenwaste Management Co., LLC	B2003	San Francisco	A60996A	12/8/25	2-1-302	No Permit to Operate
National Petroleum San Francisco	C9307	San Francisco	A63673A	12/3/25	8-7-301.1	Gasoline Dispensing Facility Violation

National Petroleum San Francisco	C9307	San Francisco	A63673B	12/3/25	8-7-301.5	Gasoline Dispensing Facility Violation
National Petroleum San Francisco	C9307	San Francisco	A63673C	12/3/25	8-7-301.6	Gasoline Dispensing Facility Violation
National Petroleum San Francisco	C9307	San Francisco	A63674A	12/3/25	8-7-302.3	Gasoline Dispensing Facility Violation

<b>San Mateo</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
ARE - San Francisco No 63, LLC	E4893	San Carlos	A65138A	12/2/25	2-1-307	Permit Requirement/Condition Violation
Bay Area Oil #255898 dba 76 Station	C9939	Pacifica	A64015A	12/18/25	2-1-307	Permit Requirement/Condition Violation
Bay Meadows Chevron #7781	C3245	San Mateo	A64014A	12/18/25	8-7-408	Gasoline Dispensing Facility Violation
Delta Star, Inc.	A0528	San Carlos	A65139A	12/16/25	2-1-307	Permit Requirement/Condition Violation
Four Seasons Silicon Valley	B6212	East Palo Alto	A63781A	12/11/25	9-7-506	Boiler Emissions Violation
Palo Alto Arco	C8261	Palo Alto	A64012A	12/9/25	8-7-408	Gasoline Dispensing Facility Violation
SFD	S782292	San Mateo	A63252A	12/8/25	6-3-301	Fireplace Wood Smoke Violation
Union	C7078	Pacifica	A64011A	12/5/25	2-1-307	Permit Requirement/Condition Violation

<b>Santa Clara</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Chevron #5482	C3802	San Jose	A63430A	12/10/25	2-1-307	Permit Requirement/Condition Violation
CHEVRON DEANZA	C9905	San Jose	A64910A	12/9/25	2-1-302	No Permit to Operate

CHEVRON DEANZA	C9905	San Jose	A64910B	12/9/25	2-1-307	Permit Requirement/Condition Violation
CHEVRON DEANZA	C9905	San Jose	A64910C	12/9/25	8-7-302.1	Gasoline Dispensing Facility Violation
Chevron Station #90288	C9034	Los Altos	A64013A	12/11/25	8-7-408	Gasoline Dispensing Facility Violation
City of Gilroy	D1415	Gilroy	A63429A	12/8/25	2-1-302	No Permit to Operate
City of Gilroy	D1415	Gilroy	A63429B	12/8/25	2-1-307	Permit Requirement/Condition Violation
City of SJ General Service	C7954	San Jose	A64912A	12/16/25	8-7-301.5	Gasoline Dispensing Facility Violation
Fujifilm Dimatix, Inc.	B3266	Santa Clara	A63717A	12/15/25	2-1-307	Permit Requirement/Condition Violation
Kaiser Permanente	B4520	Gilroy	A65403A	12/17/25	2-1-302	No Permit to Operate
Rivers Del Rey Inc.	S782294	Gilroy	A64252A	12/8/25	2-1-301	No Authority to Construct and No Permit to Operate
Rivers Del Rey Inc.	S782294	Gilroy	A64252B	12/8/25	2-1-302	No Authority to Construct and No Permit to Operate
SFD	S782412	San Martin	A59227A	12/10/25	6-3-301	Fireplace Wood Smoke Violation
SFD	S782218	San Jose	A63246A	12/3/25	6-3-301	Fireplace Wood Smoke Violation
SFD	S782241	Morgan Hill	A63248A	12/5/25	6-3-301	Fireplace Wood Smoke Violation
SFD	S782244	Gilroy	A63249A	12/5/25	6-3-301	Fireplace Wood Smoke Violation
SFD	S782245	San Jose	A63250A	12/5/25	6-3-301	Fireplace Wood Smoke Violation
Silicon Valley Gas	C9705	San Jose	A64911A	12/16/25	8-7-302.1	Gasoline Dispensing Facility Violation

<b>Solano</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Grizzly Auto Body	S782615	Suisun City	A65354A	12/16/25	2-1-301	No Authority to Construct and No Permit to Operate
Grizzly Auto Body	S782615	Suisun City	A65354B	12/16/25	2-1-302	No Authority to Construct and No Permit to Operate
Univar Solutions USA, Inc	A7618	Fairfield	A65353A	12/4/25	2-1-307	Permit Requirement/Condition Violation

<b>Sonoma</b>						
<b>Site Name</b>	<b>Site #</b>	<b>City</b>	<b>NOV #</b>	<b>Issuance Date</b>	<b>Regulation</b>	<b>Comment</b>
Republic Services of Sonoma County, Inc.	A2254	Petaluma	A60950A	12/8/25	2-6-307	Title V Requirement/Condition Violation
Republic Services of Sonoma County, Inc.	A2254	Petaluma	A60951A	12/8/25	2-6-307	Title V Requirement/Condition Violation
Unocal #3312	C4908	Santa Rosa	A64982A	12/3/25	8-7-408	Gasoline Dispensing Facility Violation
Vineyard Creek Corner	D1547	Santa Rosa	A64983A	12/3/25	8-7-408	Gasoline Dispensing Facility Violation
Vineyard Creek Corner	D1547	Santa Rosa	A64983B	12/3/25	8-7-302.3	Gasoline Dispensing Facility Violation

## **SETTLEMENTS FOR \$10,000 OR MORE REACHED**

There were 3 settlements for \$10,000 or more completed in December 2025.

- 1) On December 1, 2025, the Air District reached a settlement with Chevron Products Company for \$900,000, regarding the allegations contained in the following 11 Notices of Violations:

<b>NOV #</b>	<b>Issuance Date</b>	<b>Occurrence Date</b>	<b>Regulation</b>	<b>Comments from Enforcement</b>
A52410A	8/24/23		1-522	Continuous Emissions Monitor Violation
A52411A	8/24/23	8/5/23	1-522	Continuous Emissions Monitor Violation
A52412A	8/24/23	8/5/23	1-522	Continuous Emissions Monitor Violation
A52413A	8/24/23	8/5/23	1-522	Continuous Emissions Monitor Violation
A52414A	8/24/23	8/5/23	1-522	Continuous Emissions Monitor Violation
A52415A	8/24/23		1-522	Continuous Emissions Monitor Violation
A56290A	4/11/18		1-522	Continuous Emissions Monitor Violation
A56291A	3/17/18		1-522	Continuous Emissions Monitor Violation
A56292A	3/9/18		1-522	Continuous Emissions Monitor Violation
A56293A	1/14/20		1-522	Continuous Emissions Monitor Violation
A56294A	7/12/19		1-522	Continuous Emissions Monitor Violation

- 2) On December 2, 2025, the Air District reached a settlement with Advanced Lubrication Specialties, Inc./ALS West LLC for \$70,000, regarding the allegations contained in the following 5 Notices of Violations:

<b>NOV #</b>	<b>Issuance Date</b>	<b>Occurrence Date</b>	<b>Regulation</b>	<b>Comments from Enforcement</b>
A62757A	7/6/23	7/6/23	1-301	Public Nuisance Violation
A62758A	7/6/23	7/6/23	9-7-307.1	Boiler Emissions Violation
A62759A	7/6/23	7/6/23	9-7-404	Boiler Emissions Violation
A62979A	7/11/24	8/24/23	9-7-404	Boiler Emissions Violation
A62980A	7/11/24	8/24/23	9-7-307.1	Boiler Emissions Violation

- 3) On December 23, 2025, the Air District reached a settlement with Martinez Refining Company LLC for \$20,000, regarding the allegations contained in the following 1 Notice of Violation:

<b>NOV #</b>	<b>Issuance Date</b>	<b>Occurrence Date</b>	<b>Regulation</b>	<b>Comments from Enforcement</b>
A58114	11/2/23	10/16/23	12-15-403	Refining Emissions Tracking Violation

**BAY AREA AIR DISTRICT**  
Memorandum

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

From: Philip M. Fine  
Executive Officer/APCO

Date: February 4, 2026

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

**RECOMMENDED ACTION**

No action is requested at this time.

**BACKGROUND**

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

**DISCUSSION**

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

The following out-of-state business travel activities occurred during the reporting period:

C40 World Mayors Summit 2025, Rio de Janeiro, Brazil, November 3-5, 2025 attendees:

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

United Nations Climate Change Conference (COP30), Belem, Brazil, November 10-14, 2025 attendees:

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

## BUDGET CONSIDERATION/FINANCIAL IMPACT

All associated business travel-related costs are covered by the respective division's Fiscal Year Ending 2026 Budget.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Michelle Hutson  
Reviewed by: Stephanie Osaze

## ATTACHMENT(S):

None

**BAY AREA AIR DISTRICT**  
Memorandum

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

From: Philip M. Fine  
Executive Officer/APCO

Date: February 4, 2026

Re: Report of Claims Resolved Not Exceeding \$50,000

**RECOMMENDED ACTION**

None; this is an informational item only.

**BACKGROUND**

Section 9.9(b) of the Air District's Administrative Code authorizes the Executive Officer/APCO, with approval of the General Counsel, to allow, compromise or settle claims not exceeding \$50,000. It further requires that claims resolved under this provision be reported to the Board of Directors. This report summarizes a recent claim resolved under this authority.

**DISCUSSION**

Claimant Tinisha Y. Youngs claimed that she was involved in a collision with a vehicle driven by an Air District employee on or around July 2, 2025. The claimant claimed that her vehicle was damaged, and she claimed \$12,741.36 for repairs to the vehicle and towing and rental fees. The claim was tendered to the Air District's insurer, who paid the claim. The Air District's deductible and cost is \$2,500.

**BUDGET CONSIDERATION/FINANCIAL IMPACT**

The financial impact to the Air District from this claim was limited to the \$2,500 insurance deductible.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Karen Schkolnick  
Reviewed by: Hyacinth Hinojosa

ATTACHMENT(S):

None

**BAY AREA AIR DISTRICT**  
Memorandum

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

From: Philip M. Fine  
Executive Officer/APCO

Date: February 4, 2026

Re: Authorization to Amend the Contract with Atkinson, Andelson, Loya, Ruud & Romo for Human Resources and Labor Relations-Related Outside Counsel Services

**RECOMMENDED ACTION**

Authorize the General Counsel to amend the Air District's legal services agreement with Atkinson, Andelson, Loya, Ruud & Romo to increase the total not-to-exceed amount of the agreement by \$400,000, from \$737,500 to \$1,137,500, for human-resources and labor relations-related outside counsel representation for labor negotiation, labor relations, meet-and-confer process, arbitration, and labor practice issues; and authorize the transfer of \$400,000 from Litigation Support Contingency Designated Reserves to Program 111 to cover the cost of the amended contract.

**BACKGROUND**

Atkinson, Andelson, Loya, Ruud & Romo (AALRR) is representing the Air District with respect to labor negotiations, labor relations, meet-and-confer process, arbitration, and labor practice issues, including certain unfair labor practice charges. AALRR has been working closely with the Human Resources Division, the General Counsel, and other departments as needed, to support the Air District in labor relations activities. This includes providing strategic and legal advice on arbitrations, grievances, and personnel matters, advising senior management with regards to new legislation requirements, and conducting investigations. Most significantly, the firm is representing the Air District in negotiations with the Employees' Association regarding their now-expired Memorandum of Understanding (MOU), as well as negotiating a new MOU from the ground up with the Air District's Assistant Counsels (9 members) who recently organized. AALRR is also advising on more than 40 new and existing policies for the Air District's new Personnel Policy Manual and the reorganized, rewritten, and streamlined personnel and employment provisions in the Administrative Code. The firm has also been consulting on mandatory bargaining topics, analyzing negotiation materials, and documenting negotiation sessions, as well as regularly briefing the Board and executive staff. Additionally, should the need arise, the firm will represent the Air District in any necessary fact-finding sessions, grievances, arbitration, and will address any unfair

labor practice charges.

## DISCUSSION

Human Resources-related outside counsel representation is essential to continue the Air District's current labor negotiations with the Employee Association the related work on mediation, arbitration, and labor practice issues covered by this agreement. The current agreement with AALRR has a not-to-exceed limit of \$737,500. The Air District needs to increase this contract limit by \$400,000 because of ongoing negotiations regarding the expired Memorandum of Understanding (MOU) with the Employees' Association and the creation of the first-time MOU for the newly organized Assistant Counsel group. Furthermore, the firm is providing essential guidance on over 40 policies within the new Personnel Policy Manual and remains on standby to represent the Air District in potential grievances, arbitrations, fact-finding sessions, or unfair labor practice charges.

## BUDGET CONSIDERATION/FINANCIAL IMPACT

If this item is authorized, \$400,000 will be transferred from the Litigation Support Contingency Designated Reserves to amend the Fiscal Year Ending (FY) 2025-2026 Human Resources program budget and added to Program 111 — Employment Relations.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Joseph Huynh  
Reviewed by: Lisa Baker

## ATTACHMENT(S):

1. AALRR 2024.218 Amendment 3

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

A PROFESSIONAL LAW CORPORATION

ATTORNEYS AT LAW

CERRITOS  
(562) 653-3200

FRESNO  
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RIVERSIDE  
(951) 683-1122

SAN DIEGO  
(858) 485-9526

[Laura.Izon@aalrr.com](mailto:Laura.Izon@aalrr.com)

January 7, 2026

**VIA EMAIL: ACROCKETT@BAAQMD.GOV**

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

**Re: Amendment #3 to the Legal Services Agreement for AALRR 2024.18**

Dear Mr. Crockett:

The purpose of this letter is to effectuate the Third Amendment to Legal Services Agreement 2024.18 between the Bay Area Air Quality Management District (“Air District” or “Client”) and Atkinson, Andelson, Loya, Ruud & Romo (“AALRR” or the “Firm)) dated November 20, 2024 and executed December 17, 2024.

The only language addressed in the Third Amendment is as follows:

“The Parties agree to increase the total not to exceed representation amount by \$400,000 from \$737,500 to \$1,137,500.”

Thank you for giving us the opportunity to continue to assist the Air District with your legal matters.

Very truly yours,

ATKINSON, ANDELSON, LOYA, RUUD & ROMO



Laura A. Izon

LAI:vab

January 7, 2026

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**ACCEPTANCE AND CONSENT BY CLIENT**

The undersigned is the Client or an authorized officer or agent of Client and has reviewed and hereby agrees and consents to the above Third Amendment.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BAY AREA AIR DISTRICT**  
Memorandum

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

From: Philip M. Fine  
Executive Officer/APCO

Date: February 4, 2026

Re: Authorization to Amend the Contract with the Marie Harrison Community Foundation in Support of the Marie Harrison Environmental Justice Scholarship

**RECOMMENDED ACTION**

Authorize the Executive Officer/APCO to execute an amendment to the Professional Services Contract with the Marie Harrison Community Foundation (Contract No. 2022.109) to:

1. Increase the total not-to-exceed dollar amount by \$87,300, from \$229,000 to \$316,300; and
2. Extend the contract end date from February 28, 2026, to February 28, 2027

The purpose of this amendment is for continued support and administration of the Marie Harrison Environmental Justice Scholarship.

**BACKGROUND**

The Marie Harrison Environmental Justice Scholarship honors and uplifts Marie Harrison's legacy. Ms. Harrison spent decades working to bring environmental, health, and social justice to the Bayview Hunters Point community in San Francisco. For 20 of those years, she worked with Greenaction for Health and Environmental Justice. She then served on their Board of Directors until she passed away in May 2019. Her actions inspired environmental justice communities throughout the Bay Area and California. This scholarship supports college students who demonstrate a passion for improving environmental health and air quality in the overburdened frontline communities of the Bay Area.

Air District staff currently work with the Marie Harrison Community Foundation and Kaleidoscope, the online scholarship platform vendor, to administer the scholarship. The program has successfully completed three years, awarding \$5,000 scholarships to twenty-eight Bay Area students:

- 2023–2024: 8 scholarships awarded per year
- 2025: Increased to 12 scholarships per year
- Future: 12 scholarships will remain the annual standard moving forward

## DISCUSSION

The Air District seeks to continue funding the scholarship to honor Ms. Marie Harrison for a fourth year and to update outreach strategies using the lessons from the previous three years. To support the fourth year of the Marie Harrison Environmental Justice Scholarship, Air District staff seek continued support from Marie Harrison Community Foundation through February 28, 2027. During this time, the Marie Harrison Community Foundation will conduct outreach for the scholarship, select applicants, and support students in their transition to higher learning.

- A summary of the contract activities includes the following:
- Develop a strategy and conduct Bay Area-wide outreach for 2026 scholarship;
- Review and select 2026 scholarship recipients;
- Mentorship and support of scholarship recipients; and
- Scholarship administration.

## BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for the amended contract amount of \$87,300 is included in the Fiscal Year Ending 2027 budget for Program 302.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Daniel S. Madrigal  
Reviewed by: Diana Ruiz

## ATTACHMENT(S):

1. Marie Harrison Community Foundation 2022.109
2. Marie Harrison Community Foundation 2022.109 Amendment 1
3. Marie Harrison Community Foundation 2022.109 Amendment 2
4. Marie Harrison Community Foundation 2022.109 Amendment 3
5. Marie Harrison Community Foundation 2022.109 Amendment 4

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**PROFESSIONAL SERVICES CONTRACT**

**CONTRACT NO. 2022.109**

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 **Marie Harrison Community Foundation Inc.** (“CONTRACTOR”) whose address is 528 Carter Street, Unit 104A, San Francisco, CA 94134.
2. **RECITALS**
  - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for services described in the Scope of Work, attached hereto as Attachment A and made a part hereof by this reference. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the services.
  - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
3. **PERFORMANCE REQUIREMENTS**
  - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
  - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
  - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
  - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
  - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
  - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraphs A-E above.
4. **TERM** – The term of this Contract is from date of Contract execution to May 15, 2023, unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.
5. **TERMINATION**

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

## 6. INSURANCE

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

agency.

- 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.

**7. INDEMNIFICATION**

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

**8. PAYMENT**

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

- Contract.
- iii) DISTRICT shall pay CONTRACTOR within thirty (30) calendar days after approval by DISTRICT of an itemized invoice.
- D. The total amount for which DISTRICT may be held liable for the performance of services specified in this Contract shall not exceed \$85,000.
9. **DISPUTE RESOLUTION** – A party that disputes a notice of breach must first seek mediation to resolve the dispute in accordance with the provisions set forth below.
- A. Upon receipt of a notice of breach of contract, the party may submit a demand for mediation to resolve whether or not a breach occurred. The party must state the basis of the dispute and deliver the demand within ten (10) business days of the date of receipt of the notice of breach.
  - B. The mediation shall take place at DISTRICT's office at 375 Beale Street, Suite 600, San Francisco, or at such other place as may be mutually agreed upon by the parties and the mediator.
  - C. The parties shall make good faith efforts to hold the mediation within thirty (30) days after receipt of the demand for mediation.
  - D. Each party shall bear its own mediation costs.
  - E. In the event the parties are unable to resolve the dispute, either party may file an action in a court of competent jurisdiction to enforce the Contract.
  - F. Maximum recovery under this section shall be limited to \$85,000. The mediation costs shall not reduce the maximum amount recoverable under this section.
10. **NOTICES** – All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail, facsimile, or regular first class mail. In the case of e-mail and facsimile communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. E-mail and facsimile communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. PST. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

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

CONTRACTOR: Marie Harrison Community Foundation  
528 Carter Street, Unit 104A  
San Francisco, CA 94134  
Attn: Arieann Harrison

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

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

**12. EMPLOYEES OF CONTRACTOR**

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

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

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

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

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

15. **PUBLICATION**

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

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

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

16. **NON-DISCRIMINATION** – In the performance of this Contract, CONTRACTOR shall not discriminate in its recruitment, hiring, promotion, demotion, and termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, medical condition, or physical or mental disability and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts. CONTRACTOR shall also require each subcontractor performing work in connection with this Contract to comply with this section and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.

17. **PROPERTY AND SECURITY** – Without limiting CONTRACTOR’S obligations with regard to security, CONTRACTOR shall comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT’s premises.

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

25. **GOVERNING LAW** – Any dispute that arises under or relates to this Contract shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Contract, including mediation, shall be San Francisco, California.
26. **ENTIRE CONTRACT AND MODIFICATION** – This Contract represents the final, complete, and exclusive statement of the agreement between the parties related to CONTRACTOR providing services to DISTRICT and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Contract may only be amended by mutual agreement of the parties in writing and signed by both parties.
27. **SURVIVAL OF TERMS** – The provisions of sections 7 (Indemnification), 13 (Confidentiality), 14 (Intellectual Property Rights), and 15 (Publication) shall survive the expiration or termination of this Contract.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

By:   
Alexander Crockett  
Interim Executive Officer/APCO

Date: 5/10/2022

MARIE HARRISON COMMUNITY  
FOUNDATION INC.

By:   
Arieann Harrison  
Executive Director

Date: 05/3/2022

Approved as to form:  
District Counsel

By:   
Adam Schwartz  
5/10/2022  
150A910F987E4D3  
Acting District Counsel

## ATTACHMENT A

### SCOPE OF WORK

#### **Overview**

DISTRICT will create a scholarship fund in honor of Ms. Marie Harrison called the *Marie Harrison Environmental Justice Scholarship*. The scholarship allows the DISTRICT to continue the legacy of Marie Harrison, who spent decades working to bring environmental, health and social justice to the Bayview Hunters Point community in San Francisco. Though Marie Harrison passed away in May 2019, her actions inspired environmental justice communities throughout the Bay Area and California. The created scholarship will support college students who demonstrate a passion for improving environmental health and air quality in the overburdened frontline communities of the Bay Area.

CONTRACTOR will partner with the DISTRICT to design, implement and support the scholarship program. CONTRACTOR will also disseminate funds to scholarship awardees and provide mentorship services to awardees during the undergraduate period study at a college or university.

#### **Task 1: Scholarship Design**

##### **Task 1.1 Development**

CONTRACTOR will work with the DISTRICT and the DISTRICT contracted firm Kaleidoscope to develop the scholarship program. CONTRACTOR will attend meetings and workshops with DISTRICT and Kaleidoscope to learn about scholarship development best practices. CONTRACTOR will also attend design sessions and criteria development meetings. The design and criteria development meetings includes the program description, selection criteria, graphics, application design and application testing. Following the design sessions and development meetings, CONTRACTOR will develop the scholarship, including awardee selection criteria, scholarship evaluation rubric and application. CONTRACTOR will provide to DISTRICT a draft scholarship design. DISTRICT will review CONTRACTOR's scholarship design and provide suggestions and feedback. Following feedback, CONTRACTOR will incorporate DISTRICT recommendations for additional, as needed, DISTRICT review.

##### *Deliverables:*

1. Meeting attendance and participation with DISTRICT and Kaleidoscope.
2. Scholarship awardee selection criteria.
3. Application design and evaluation rubric.
4. Testing of the application.
5. Providing edits and modifications to the scholarship application.

##### **Task 1.2 Focus Groups**

CONTRACTOR will collaborate with DISTRICT to design and conduct two (2) 2-hour focus groups with Bay Area high school and college students to inform the design of the scholarship program and application. Focus groups may be held virtually, in person or in a hybrid form.

*Deliverables:*

1. Documented student feedback and recommendations for the development, design and roll out of the scholarship program and application.
2. Outreach to prospective focus group attendees.
3. Recordings and/or transcripts of the focus group meeting discussions and findings.

**Task 2: Website Development and Maintenance**

CONTRACTOR will develop and maintain a scholarship website and continually update content as the Marie Harrison scholarship evolves, selects awardees, and follows their path of achievements. The website will link to the online application and to the DISTRICT website that features the scholarship program. This website site will serve as a community-oriented landing page for scholarship information.

*Deliverables:*

1. Website Development and continual content updates.
2. Awardee profile pages.
3. Links to the scholarship application portal from the scholarship website
4. Links to the DISTRICT website from the scholarship website

**Task 3: Scholarship Kick-Off Event**

CONTRACTOR will design and produce a community event in San Francisco to announce the opening of the scholarship application and celebrate the first year of the annual scholarship program. CONTRACTOR will work with the DISTRICT and local organizations to develop event content. CONTRACTOR will host the event and plan activities, materials, and presentations. Specific tasks include physical and technological meeting logistics, and working with the DISTRICT, outside vendors, and other community groups to notify the press and conduct community outreach.

*Deliverables:*

1. Kick-Off event agenda.
2. Development of materials and presentations.
3. Secure event location and technical support.
4. Outreach to community and local press.

**Task 4: Mentorship and Support of Scholarship Recipients**

CONTRACTOR will provide mentorship and support services to scholarship awardees. CONTRACTOR will work with educators and partner community-based organizations to identify support needs of the awardees and subsequently guide awardees to those services. The mentorship and support services are intended to ensure the academic and overall success of scholarship awardees as they navigate new academic environments and the inherit challenges of transition and adjustment to life away from home. CONTRACTOR will interview scholarship awardees to document the impact and effectiveness of the mentorship.

*Deliverables:*

1. List of participating individuals and community-based organizations.
2. Documents that record the pairing of scholarship awardees with individuals and/or community-based organizations and tracks the frequency of meetings.
3. Interviews with awardees that document the impact of the mentorship and support program.

**Task 5: Scholarship Administration**

CONTRACTOR shall coordinate and process scholarship payments to awardees of the Marie Harrison Scholarship Fund. The scholarship amount shall be \$5,000 per student annually. The scholarship payment is to be divided and distributed by semester or quarter, depending on the academic schedule of the awardee's college or university. CONTRACTOR will maintain a scholarship award administration program and protocol utilizing the participant tracking system to administer scholarship payments. CONTRACTOR will process and distribute scholarship awards to designated academic institutions on behalf of the awardees in a timely manner. CONTRACTOR will track all scholarship awards that have been distributed.

*Deliverables:*

1. List of scholarship awardees and the amount of scholarship payment distributed.
2. Timely delivery of scholarship payments
3. Copy of accounting ledger used to track and maintain scholarship disbursements

**ATTACHMENT B****COST SCHEDULE**

DISTRICT will pay CONTRACTOR on a time-and-materials basis to complete all tasks outlined in the Scope of Work. CONTRACTOR will submit monthly invoices for payment for the number of hours worked in the previous month along with approved reimbursable expenses. Payment will be made in accordance with Section 8 ("Payment") of this Contract.

**Labor:** DISTRICT will compensate CONTRACTOR for time spent completing the tasks at the hourly rates listed in the table below, up to a maximum amount of \$42,000:

<b>Role</b>	<b>Staff</b>	<b>Hourly Rate</b>
Executive Director	Arieann Harrison	\$120
Administrative Support	Tonia Randell, Pinky Huree and Griffin Jones	\$75

**Scholarship Awards:** DISTRICT will pay CONTRACTOR a single lump sum payment of \$40,000 to cover scholarship awards for selected student applicants. Awards to individual students will be a maximum of \$5,000 per awardee per year, to be divided and distributed by semester or quarter.

**Reimbursable Expenses:** Expenses incurred by CONTRACTOR must be approved in writing by DISTRICT in advance. Expenses shall be billed to the DISTRICT at the actual costs they are incurred. Total cost of reimbursable expenses shall not exceed \$3,000.

**Total cost of Contract not to exceed \$85,000.**

**AMENDMENT NO. 1 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2022.109**

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, March 21, 2023.

**RECITALS:**

1. The Bay Area Air Quality Management District ("DISTRICT") and **Marie Harrison Community Foundation Inc.** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract to create a scholarship fund in honor of Ms. Marie Harrison to support college students who demonstrate a passion for improving environmental health and air quality in overburdened communities of the Bay Area (the "Contract"), which Contract was executed on behalf of CONTRACTOR on May 3, 2022, and on behalf of DISTRICT on May 10, 2022.
2. The PARTIES mutually seek to extend the term to the Contract because the DISTRICT seeks to provide additional time for CONTRACTOR to complete the tasks prescribed in the Contract and CONTRACTOR desires additional time to provide and complete those services.
3. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 4, "Term." The term of the Contract shall be extended so that the termination date of the Contract is now May 15, 2024.
2. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

MARIE HARRISON COMMUNITY  
FOUNDATION, INC.

By:

DocuSigned by:  
*Sharon Landers*

7180203A08BE42D...

Sharon L. Landers

Interim Chief Operating Officer

By:



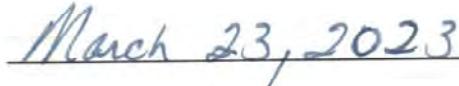
Arieann Harrison

Executive Director

Date:

4/11/2023

Date:



Approved as to form:  
District Counsel

By:

DocuSigned by:  
*Alexander Crockett*

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Alexander G. Crockett

District Counsel

4/4/2023

**AMENDMENT NO. 2 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2022.109**

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, January 23, 2024.

**RECITALS:**

1. The Bay Area Air Quality Management District ("DISTRICT") and **Marie Harrison Community Foundation Inc.** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract to create a scholarship fund in honor of Ms. Marie Harrison to support college students who demonstrate a passion for improving environmental health and air quality in overburdened communities of the Bay Area (the "Contract"), which Contract was executed on behalf of CONTRACTOR on May 3, 2022, and on behalf of DISTRICT on May 10, 2022.
2. The PARTIES entered into Amendment No 1. To the Contract, dated March 21, 2023, for reference purposes only, to extend the term of the Contract.
3. The PARTIES seek to amend the term, total cost, Scope of Work, and Cost Schedule to the Contract because the DISTRICT seeks to update the services from CONTRACTOR prescribed in the Contract and CONTRACTOR desires provide those updated services.
4. The PARTIES seek to amend the DISTRICT contact to the Contract because DISTRICT seeks to provide a current point of contact for CONTRACTOR.
5. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 4, "Term." The term of the Contract shall be extended so that the termination date of the Contract is now December 31, 2024.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, "Payment," of the Contract to replace "\$85,000" with "\$145,000."
3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$85,000" with "\$145,000."

4. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 10, "Notices" of the Contract to replace the DISTRICT point of contact "Joshua Abraham" with "Daniel Madrigal."
5. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment A, Scope of Work, with the attached "Attachment A-1, Scope of Work" and agree that all references in the Contract to Attachment A shall be deemed to refer to Attachment A-1, Scope of Work.
6. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment B, Cost Schedule, with the attached "Attachment B-1, Cost Schedule" and agree that all references in the Contract to Attachment B shall be deemed to refer to Attachment B-1, Cost Schedule.
7. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

MARIE HARRISON COMMUNITY  
FOUNDATION, INC.

By:   
Philip M. Fine  
Executive Officer/APCO

By:   
Arieann Harrison  
Executive Director

Date: 2/10/2024

Date: 1/28/2024

Approved as to form:  
District Counsel

By:   
Alexander G. Crockett  
District Counsel

## ATTACHMENT A-1

### SCOPE OF WORK

#### Overview

DISTRICT will create a scholarship fund in honor of Ms. Marie Harrison called the *Marie Harrison Environmental Justice Scholarship*. The scholarship allows DISTRICT to continue the legacy of Marie Harrison, who spent decades working to bring environmental, health and social justice to the Bayview Hunters Point community in San Francisco. Though Marie Harrison passed away in May 2019, her actions inspired environmental justice communities throughout the Bay Area and California. The created scholarship will support college students who demonstrate a passion for improving environmental health and air quality in the overburdened frontline communities of the Bay Area.

CONTRACTOR will partner with DISTRICT and shall utilize Kaleidoscope, the Scholarship Application management platform, to design, implement and support the scholarship program. CONTRACTOR will also disseminate funds to scholarship awardees and provide mentorship services to awardees during the undergraduate period study at a college or university.

#### **Task 1. Develop and Conduct Bay Area-wide Outreach Strategy for 2024 Scholarship**

CONTRACTOR will work with DISTRICT and shall utilize Kaleidoscope to develop an outreach strategy for the 2024 scholarship program. CONTRACTOR will attend meetings and workshops with DISTRICT and Kaleidoscope to learn about scholarship outreach best practices. CONTRACTOR will provide DISTRICT a draft scholarship outreach strategy, including potential key stakeholders that work with DISTRICT and provide communication channels for environmental justice news sharing throughout the Bay Area. DISTRICT will review CONTRACTOR's scholarship outreach strategy and provide suggestions and feedback. Following feedback, CONTRACTOR will incorporate DISTRICT recommendations for additional, as needed, DISTRICT review.

#### *Deliverables:*

1. Bay Area-wide Outreach Strategy, including list of contacts made to announce the 2024 Scholarship including, but not limited to:
  - a. Contacts with key stakeholders
  - b. Announcements at community events
  - c. Announcements to environmental justice communication channels such as listservs, regional organizing bodies, DISTRICT's Community Advisory Council

### **Task 2. Review and Select 2024 Scholarship Recipients**

CONTRACTOR will work with Kaleidoscope, the Scholarship Application management platform, and DISTRICT to review and score applicants. CONTRACTOR will use the rubric developed from the 2023 Marie Harrison Environmental Justice Scholarship. The eight highest ranked scores from the review process will be selected as recipients.

*Deliverables:*

1. List of applicant scores submitted to the Kaleidoscope Scholarship platform.

### **Task 3: Mentorship and Support of Scholarship Recipients**

CONTRACTOR will provide mentorship and support services to scholarship awardees. CONTRACTOR will work with educators and partner community-based organizations to identify support needs of the awardees and subsequently guide awardees to those services. The mentorship and support services are intended to ensure the academic and overall success of scholarship awardees as they navigate new academic environments and the inherent challenges of transition and adjustment to life away from home. CONTRACTOR will interview scholarship awardees to document the impact and effectiveness of the mentorship.

*Deliverables:*

1. List of participating individuals and community-based organizations.
2. Documents that record the pairing of scholarship awardees with individuals and/or community-based organizations and tracks the frequency of meetings.
3. Interviews with awardees that document the impact of the mentorship and support program.

### **Task 4: Scholarship Administration**

CONTRACTOR shall coordinate and process scholarship payments to awardees of the Marie Harrison Scholarship Fund. The scholarship amount shall be \$5,000 per student annually. CONTRACTOR will process and distribute scholarship awards through the Kaleidoscope platform to awardees in a timely manner. CONTRACTOR will track all scholarship awards that have been distributed.

*Deliverables:*

1. List of scholarship awardees and the amount of scholarship payment distributed.
2. Timely delivery of scholarship payments
3. Copy of accounting ledger used to track and maintain scholarship disbursements

**ATTACHMENT B-1****COST SCHEDULE**

DISTRICT will pay CONTRACTOR on a time-and-materials basis to complete all tasks outlined in the Scope of Work. CONTRACTOR will submit monthly invoices for payment for the number of hours worked in the previous month along with approved reimbursable expenses. Payment will be made in accordance with Section 8 ("Payment") of this Contract.

**Labor:** DISTRICT will compensate CONTRACTOR for time spent completing the tasks at the hourly rates listed in the table below, up to a maximum amount of \$62,000:

<b>Role</b>	<b>Staff</b>	<b>Hourly Rate</b>
Executive Director	Arieann Harrison	\$200
Administrative Director	Tonia Randell	\$125

**Scholarship Awards:** DISTRICT will pay CONTRACTOR up to \$80,000 to cover scholarship awards for selected student applicants. Awards to individual students will be a maximum of \$5,000 per awardee per year, and distributed as a lump sum payment.

**Reimbursable Expenses:** Expenses incurred by CONTRACTOR must be approved in writing by DISTRICT in advance. Expenses shall be billed to the DISTRICT at the actual costs they are incurred. Total cost of reimbursable expenses shall not exceed \$3,000.

**Total cost of Contract not to exceed \$145,000.**

**AMENDMENT NO. 3 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2022.109**

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, October 25, 2024.

**RECITALS:**

1. The Bay Area Air Quality Management District ("DISTRICT") and **Marie Harrison Community Foundation Inc.** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract to create a scholarship fund in honor of Ms. Marie Harrison to support college students who demonstrate a passion for improving environmental health and air quality in overburdened communities of the Bay Area (the "Contract"), which Contract was executed on behalf of CONTRACTOR on May 3, 2022, and on behalf of DISTRICT on May 10, 2022.
2. The PARTIES entered into Amendment No 1. to the Contract, dated March 21, 2023, for reference purposes only, to extend the term of the Contract.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated January 23, 2024, for reference purposes only, to amend the term, total cost, Scope of Work, Cost Schedule, and DISTRICT contact to the Contract.
4. The PARTIES seek to amend the term, total cost, and Cost Schedule to the Contract because the DISTRICT seeks to update the services from CONTRACTOR prescribed in the Contract and CONTRACTOR desires provide those updated services.
5. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 4, "Term." The term of the Contract shall be extended so that the termination date of the Contract is now February 28, 2026.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, "Payment," of the Contract to replace "\$145,000" with "\$229,000."

3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$145,000" with "\$229,000."
4. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment A-1, Scope of Work, with the attached "Attachment A-2, Scope of Work" and agree that all references in the Contract to Attachment A shall be deemed to refer to Attachment A-2, Scope of Work.
5. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment B-1, Cost Schedule, with the attached "Attachment B-2, Cost Schedule" and agree that all references in the Contract to Attachment B shall be deemed to refer to Attachment B-2, Cost Schedule.
6. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

By:

Signed by:



98506AF9981D4CC...

Philip M. Fine

Executive Officer/APCO

Date:

12/23/2024

MARIE HARRISON COMMUNITY  
FOUNDATION, INC.

By:



Arieann Harrison  
Executive Director

Date:

12/11/2024

Approved as to form:

By:

DocuSigned by:



12/22/2024

Alexander G. Crockett  
General Counsel

## ATTACHMENT A-2

### SCOPE OF WORK

#### Overview

DISTRICT will create a scholarship fund in honor of Ms. Marie Harrison called the *Marie Harrison Environmental Justice Scholarship*. The scholarship allows DISTRICT to continue the legacy of Marie Harrison, who spent decades working to bring environmental, health and social justice to the Bayview Hunters Point community in San Francisco. Though Marie Harrison passed away in May 2019, her actions inspired environmental justice communities throughout the Bay Area and California. The created scholarship will support college students who demonstrate a passion for improving environmental health and air quality in the overburdened frontline communities of the Bay Area.

CONTRACTOR will partner with DISTRICT and shall utilize Kaleidoscope, the Scholarship Application management platform, to design, implement and support the scholarship program. CONTRACTOR will also disseminate funds to scholarship awardees and provide mentorship services to awardees during the undergraduate period study at a college or university.

#### **Task 1. Develop and Conduct Bay Area-wide Outreach Strategy for 2024 Scholarship**

CONTRACTOR will work with DISTRICT and shall utilize Kaleidoscope to develop an outreach strategy for the 2024 scholarship program. CONTRACTOR will attend meetings and workshops with DISTRICT and Kaleidoscope to learn about scholarship outreach best practices. CONTRACTOR will provide DISTRICT a draft scholarship outreach strategy, including potential key stakeholders that work with DISTRICT and provide communication channels for environmental justice news sharing throughout the Bay Area. DISTRICT will review CONTRACTOR's scholarship outreach strategy and provide suggestions and feedback. Following feedback, CONTRACTOR will incorporate DISTRICT recommendations for additional, as needed, DISTRICT review.

#### *Deliverables:*

1. Bay Area-wide Outreach Strategy, including list of contacts made to announce the 2024 Scholarship including, but not limited to:
  - a. Contacts with key stakeholders
  - b. Announcements at community events
  - c. Announcements to environmental justice communication channels such as listservs, regional organizing bodies, DISTRICT's Community Advisory Council

### **Task 2. Review and Select 2024 Scholarship Recipients**

CONTRACTOR will work with Kaleidoscope, the Scholarship Application management platform, and DISTRICT to review and score applicants. CONTRACTOR will use the rubric developed from the 2023 Marie Harrison Environmental Justice Scholarship. The eight highest ranked scores from the review process will be selected as recipients.

*Deliverables:*

1. List of applicant scores submitted to the Kaleidoscope Scholarship platform.

### **Task 3: Mentorship and Support of Scholarship Recipients**

CONTRACTOR will provide mentorship and support services to scholarship awardees. CONTRACTOR will work with educators and partner community-based organizations to identify support needs of the awardees and subsequently guide awardees to those services. The mentorship and support services are intended to ensure the academic and overall success of scholarship awardees as they navigate new academic environments and the inherent challenges of transition and adjustment to life away from home. CONTRACTOR will interview scholarship awardees to document the impact and effectiveness of the mentorship.

*Deliverables:*

1. List of participating individuals and community-based organizations.
2. Documents that record the pairing of scholarship awardees with individuals and/or community-based organizations and tracks the frequency of meetings.
3. Interviews with awardees that document the impact of the mentorship and support program.

### **Task 4: Scholarship Administration**

CONTRACTOR shall coordinate and process scholarship payments to awardees of the Marie Harrison Scholarship Fund. The scholarship amount shall be \$5,000 per student annually. CONTRACTOR will process and distribute scholarship awards through the Kaleidoscope platform to awardees in a timely manner. CONTRACTOR will track all scholarship awards that have been distributed.

*Deliverables:*

1. List of scholarship awardees and the amount of scholarship payment distributed.
2. Timely delivery of scholarship payments
3. Copy of accounting ledger used to track and maintain scholarship disbursements

**ATTACHMENT B-2****COST SCHEDULE**

DISTRICT will pay CONTRACTOR on a time-and-materials basis to complete all tasks outlined in the Scope of Work. CONTRACTOR will submit monthly invoices for payment for the number of hours worked in the previous month along with approved reimbursable expenses. Payment will be made in accordance with Section 8 ("Payment") of this Contract.

**Labor:** DISTRICT will compensate CONTRACTOR for time spent completing the tasks at the hourly rates listed in the table below, up to a maximum amount of \$86,000:

<b>Role</b>	<b>Staff</b>	<b>Hourly Rate</b>
Executive Director	Arieann Harrison	\$200
Administrative Director	Tonia Randell	\$125

**Scholarship Awards:** DISTRICT will pay CONTRACTOR up to \$140,000 to cover scholarship awards for selected student applicants. Awards to individual students will be a maximum of \$5,000 per awardee per year, and distributed as a lump sum payment.

**Reimbursable Expenses:** Expenses incurred by CONTRACTOR must be approved in writing by DISTRICT in advance. Expenses shall be billed to the DISTRICT at the actual costs they are incurred. Total cost of reimbursable expenses shall not exceed \$3,000.

**Total cost of Contract not to exceed \$229,000.**

**AMENDMENT NO. 4 TO**  
**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
**CONTRACT NO. 2022.109**

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, January 14, 2026.

**RECITALS:**

1. The Bay Area Air Quality Management District (“DISTRICT”) and **Marie Harrison Community Foundation Inc.** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract to create a scholarship fund in honor of Ms. Marie Harrison to support college students who demonstrate a passion for improving environmental health and air quality in overburdened communities of the Bay Area (the “Contract”), which Contract was executed on behalf of CONTRACTOR on May 3, 2022, and on behalf of DISTRICT on May 10, 2022.
2. The PARTIES entered into Amendment No 1. to the Contract, dated March 21, 2023, for reference purposes only, to extend the term of the Contract.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated January 23, 2024, for reference purposes only, to amend the term, total cost, Scope of Work, Cost Schedule, and DISTRICT contact to the Contract.
4. The PARTIES entered into Amendment No. 3 to the Contract, dated October 25, 2024, for reference purposes only, to amend the term, total cost, Scope of Work, and Cost Schedule.
5. The PARTIES seek to amend the term, total cost, and Cost Schedule to the Contract because the DISTRICT seeks to continue receiving services from CONTRACTOR prescribed in the Contract and CONTRACTOR desires provide those services.
6. In accordance with Section 26 of the Contract, DISTRICT and CONTRACTOR desire to amend the above-entitled Contract as follows:

**TERMS AND CONDITIONS OF CONTRACT AMENDMENT:**

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 4, “Term.” The term of the Contract shall be extended so that the termination date of the Contract is now February 28, 2027.

2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph D of Section 8, "Payment," of the Contract to replace "\$229,000" with "\$316,300."
3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph F of Section 9, "Dispute Resolution," of the Contract to replace "\$229,000" with "\$316,300."
4. By this Contract Amendment, DISTRICT and CONTRACTOR replace Attachment B-2, Cost Schedule, with the attached "Attachment B-3, Cost Schedule" and agree that all references in the Contract to Attachment B shall be deemed to refer to Attachment B-3, Cost Schedule.
5. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

MARIE HARRISON COMMUNITY  
FOUNDATION, INC.

By: \_\_\_\_\_

Philip M. Fine  
Executive Officer/APCO

By: \_\_\_\_\_

Arieann Harrison  
Executive Director

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

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

Approved as to form:

By: \_\_\_\_\_

Alexander G. Crockett  
General Counsel

## ATTACHMENT B-3

### COST SCHEDULE

DISTRICT will pay CONTRACTOR on a time-and-materials basis to complete all tasks outlined in the Scope of Work. CONTRACTOR will submit monthly invoices for payment for the number of hours worked in the previous month along with approved reimbursable expenses. Payment will be made in accordance with Section 8 ("Payment") of this Contract.

**Labor:** DISTRICT will compensate CONTRACTOR for time spent completing the tasks at the hourly rates listed in the table below, up to a maximum amount of \$113,300:

Role	Staff	Hourly Rate
Executive Director	Arieann Harrison	\$200
Administrative Director	Tonia Randell	\$125

**Scholarship Awards:** DISTRICT will pay CONTRACTOR up to \$200,000 to cover scholarship awards for selected student applicants. Awards to individual students will be a maximum of \$5,000 per awardee per year, and distributed as a lump sum payment.

**Reimbursable Expenses:** Expenses incurred by CONTRACTOR must be approved in writing by DISTRICT in advance. Expenses shall be billed to the DISTRICT at the actual costs they are incurred. Total cost of reimbursable expenses shall not exceed \$3,000.

**Total cost of Contract not to exceed \$316,300.**

**BAY AREA AIR DISTRICT**  
Memorandum

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

From: Philip M. Fine  
Executive Officer/APCO

Date: February 4, 2026

Re: Authorization to Execute a Professional Services Agreement with Allison & Partners LLC for Advertising, Communications, and Outreach Services for the Building Appliance Rules

**RECOMMENDED ACTION**

Authorize the Executive Officer/APCO to execute the attached professional services agreement with the Allison & Partners LLC, for a two-year term, in an amount not to exceed \$2,500,000; and authorize the transfer of \$2,500,000 from Appliance Rules Outreach Reserve Designation to program 301 to cover cost of the contract.

The Finance and Administration Committee recommended this item at the December 17, 2025 meeting.

**BACKGROUND**

In March 2023, Air District staff developed amendments to Rule 9-4: Nitrogen Oxides (NOx) from Fan Type Residential Central Furnaces and Rule 9-6: NOx Emissions from Natural Gas-Fired Boilers and Water Heaters. These amendments establish zero-NOx emission standards for small (typically residential and commercial) water and space heating systems. Emissions of NOx impact local and regional air quality and contribute to the formation of ozone and secondary particulate matter.

The Rule 9-4 and Rule 9-6 requirements include zero-NOx emissions standards with a future implementation dates beginning in 2027, 2029, and 2031, depending on size and equipment type. The only currently available compliant technologies are electric, thus necessitating switching from natural gas to electric appliances – most likely electric heat pumps – when installing new appliances after the compliance dates.

To ensure successful implementation of this technology shift, the Air District will need to conduct robust stakeholder outreach through coordinated education, training, and a wide-spread advertising campaign focused on general public awareness and education. Stakeholder education and broad community understanding, supported by strategic advertising and messaging, are essential to helping homeowners, contractors and the

public understand, adopt, and transition to compliant appliances.

The Finance and Administration Committee recommended this item at the December 17, 2025 meeting.

## DISCUSSION

The Air District posted a Request for Proposals (RFP) from qualified firms to develop and implement an advertising and outreach campaign for the Air District's implementation of its Regulation 9, Rules 4 and 6 building appliance rules. The goal of the campaign is to raise awareness and educate the public about the Air District's new appliance rules. The campaign will focus on how these rules impact the public, clarify any misconceptions, highlight compliance dates, and promote the incentives available for replacing old water heaters and furnaces with zero NOx appliances.

The RFP for Advertising, Communications, and Outreach Services for the Building Appliances Rules was released on September 18, 2025. The RFP was posted on the Air District's website for four weeks and sent to various public relations, building appliances stakeholders and advertising firms in the Bay Area.

The RFP received bids from 19 firms:

- Allison & Partners
- BC Design Haus
- Civic Edge Consulting
- Contigo Communications
- Convey, Inc.
- D&A Communications Inc.
- Environmental Justice Solutions
- Fenton Communications
- Holkas Consulting
- Lab Communications Group, Inc.
- MG Media Creative
- MIXO ADS INC.
- Next Steps Marketing
- Polytechnic Marketing
- Porter Communications, Inc.
- School of Thought, Inc.
- Serotonin Creative Consultancy
- The Engine is Red
- True North Inc. dba True North Advertising

The RFP selection process included an application screening (out of 100 points) and a panel interview (out of 75 points) for a total score of 175 points. A panel of Air District staff screened all 19 applications. After the application screening, the review panel

interviewed the top five firms – Allison & Partners, Civic Edge Consulting, Convey, Environmental Justice Solutions, and School of Thought.

A summary of the cumulative scores is below:

**Active Submissions**

	<b>Total</b>	<b>A - Proposal</b>	<b>B - Interview</b>
<b>Firm</b>	<b>/ 175 pts</b>	<b>/ 100 pts</b>	<b>/ 75 pts</b>
Allison & Partners LLC	152.38	86.38	66
School of Thought, Inc	143.39	83.39	60
Civic Edge Consulting	135.94	84.44	51.5
Convey, Inc.	126.50	83	43.5
Environmental Justice Solutions	118	86	32

**Eliminated Submissions**

	<b>A - Proposal</b>
<b>Firm</b>	<b>/ 100 pts</b>
Next Steps Marketing	70.25
Fenton Communications	68.5
Lab Communications Group, Inc.	67.25
True North Inc. dba True North Advertising	65
The Engine is Red	64.25
Polytechnic Marketing	64
D&A Communications Inc.	62.25
Porter Communications, Inc.	58.71
Serotonin Creative Consultancy	57.75
MG Media Creative	56.75
Contigo Communications	56.25
BC Design Haus	51.25
MIXO ADS INC.	49
Holkas Consulting	27

Through the RFP selection process Allison & Partners LLC, headquartered in San Francisco, received the highest total score (152.38 points out of 175) and demonstrated extensive understanding of the Air District's Building Appliances Rules, advertising components, and Bay Area contractors.

Allison & Partners LLC, along with key subcontractors Building Decarbonization Coalition (BDC) and True North Research, brings a strong, multidisciplinary team that is deeply familiar with the nuances, timelines and implementation challenges of the Building Appliances Rules.

Allison & Partners LLC has experience developing high-impact creative advertising campaigns, coordinating stakeholder education, designing and executing multilingual, equity-focused communications, and leading media relations efforts that inform behavior-change strategies. Their experience includes crafting messaging for regulatory compliance and incentive programs that align directly with the Air District's goals. The team has also demonstrated the ability to translate technical requirements into clear, accessible information for both targeted audiences and the public.

BDC brings deep expertise in contractor engagement and market transformation efforts that directly support the Building Appliances Rules. BDC has established relationships with Heating, Ventilation, and Air Conditioning (HVAC) contractors, distributors, and trade organizations across the Bay Area and has led multiple initiatives focused on training, technical assistance and industry readiness for heat pump adoption. Their team has demonstrated success in building contractor awareness of regulatory requirements, facilitating two-way communication between agencies and the building trades, and supporting contractors in understanding compliance pathways and incentive opportunities. This experience positions BDC to effectively conduct targeted outreach, develop contractor-facing materials and strengthen contractor participation in Building Appliances Rules implementation.

True North Research adds critical capacity through its extensive experience designing and conducting quantitative and qualitative surveys for public agencies across California. Their team specializes in developing statistically valid surveys that measure awareness and behaviors. True North has a proven track record of producing actionable insights through stakeholder surveys and data-driven analysis that guide program design and messaging strategies. Their research will be instrumental in evaluating public and contractor understanding of the Building Appliances Rules, identifying barriers to compliance, and informing ongoing communications and outreach efforts.

Air District staff recommends Allison & Partners for award of RFP No. 2025-019.

## BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for this professional services agreement will be drawn from \$2,500,000 Appliance Rules Outreach Reserve Designation from Fiscal Year Ending 2026 budget.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Kristina Chu  
Reviewed by: Kristine Roselius

### ATTACHMENT(S):

1. RFP 2025-019 Evaluation Tabulation Summary
2. Draft Allison and Partners Contract



Bay Area Air District  
Procurement Office  
Erica Flahan, Manager  
375 Beale Street, San Francisco, CA 94105

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## EVALUATION TABULATION

RFP No. 2025-019

### Advertising, Communications, and Outreach Services for the Appliance Rules

RESPONSE DEADLINE: October 20, 2025 at 4:00 pm

Report Generated: Tuesday, December 9, 2025

## PHASE 2

### EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Expertise	Points Based	30 ( <i>40% of Total</i> )

Description:

Technical expertise, size and structure of the firm and personnel assigned to RFP tasks; firm's ability to perform and complete the work in a professional and timely manner.

Criteria	Scoring Method	Weight (Points)
Skill	Points Based	25 ( <i>33.3% of Total</i> )

Description:

Relevant experience of the firm and, in particular, experience of the team working on projects of similar scope for other environmental or public sector agencies.

Criteria	Scoring Method	Weight (Points)
Approach	Points Based	20 ( <i>26.7% of Total</i> )

## EVALUATION TABULATION

RFP No. 2025-019

Advertising, Communications, and Outreach Services for the Appliance Rules

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### Description:

Responsiveness of the proposal, based upon a clear understanding of the work to be performed.

### AGGREGATE SCORES SUMMARY

Vendor	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Total Score (Max Score 75)
Allison & Partners LLC (Allison Worldwide)	67	66	66	65	66
School of Thought, Inc	58	64	59	59	60
Civic Edge Consulting	52	50	52	52	51.5
Convey, Inc.	45	44	42	43	43.5
Environmental Justice Solutions	30	36	33	29	32
BC Design Haus <b>Excluded</b>	0	0	0	0	0
Contigo Communications <b>Excluded</b>	0	0	0	0	0
D&A Communications Inc. <b>Excluded</b>	0	0	0	0	0
Fenton Communications <b>Excluded</b>	0	0	0	0	0
Holkas Consulting <b>Excluded</b>	0	0	0	0	0
Lab Communications Group, Inc <b>Excluded</b>	0	0	0	0	0

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## EVALUATION TABULATION

Request For Proposals - Advertising, Communications, and Outreach Services for the Appliance Rules

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## EVALUATION TABULATION

RFP No. 2025-019

Advertising, Communications, and Outreach Services for the Appliance Rules

Vendor	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Total Score (Max Score 75)
MG Media Creative <b>Excluded</b>	0	0	0	0	0
MIXO ADS INC. <b>Excluded</b>	0	0	0	0	0
Next Steps Marketing <b>Excluded</b>	0	0	0	0	0
Polytechnic Marketing <b>Excluded</b>	0	0	0	0	0
Porter Communications, Inc. <b>Excluded</b>	0	0	0	0	0
Serotonin Creative Consultancy <b>Excluded</b>	0	0	0	0	0
The Engine is Red <b>Excluded</b>	0	0	0	0	0
True North Inc. dba True North Advertising <b>Excluded</b>	0	0	0	0	0

## VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Expertise Points Based 30 Points (40%)	Skill Points Based 25 Points (33.3%)	Approach Points Based 20 Points (26.7%)	Total Score (Max Score 75)
Allison & Partners LLC (Allison Worldwide)	25.3	22.8	18	66
School of Thought, Inc	22.8	20.5	16.8	60

## EVALUATION TABULATION

Request For Proposals - Advertising, Communications, and Outreach Services for the Appliance Rules

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EVALUATION TABULATION

RFP No. 2025-019

Advertising, Communications, and Outreach Services for the Appliance Rules

Vendor	Expertise Points Based 30 Points (40%)	Skill Points Based 25 Points (33.3%)	Approach Points Based 20 Points (26.7%)	Total Score (Max Score 75)
Civic Edge Consulting	18.5	18	15	51.5
Convey, Inc.	15.5	15.3	12.8	43.5
Environmental Justice Solutions	10.5	10.5	11	32
BC Design Haus <b>Excluded</b>	0	0	0	0
Contigo Communications <b>Excluded</b>	0	0	0	0
D&A Communications Inc. <b>Excluded</b>	0	0	0	0
Fenton Communications <b>Excluded</b>	0	0	0	0
Holkas Consulting <b>Excluded</b>	0	0	0	0
Lab Communications Group, Inc <b>Excluded</b>	0	0	0	0
MG Media Creative <b>Excluded</b>	0	0	0	0
MIXO ADS INC. <b>Excluded</b>	0	0	0	0
Next Steps Marketing <b>Excluded</b>	0	0	0	0
Polytechnic Marketing <b>Excluded</b>	0	0	0	0

EVALUATION TABULATION

Request For Proposals - Advertising, Communications, and Outreach Services for the Appliance Rules

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## EVALUATION TABULATION

RFP No. 2025-019

Advertising, Communications, and Outreach Services for the Appliance Rules

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Vendor	Expertise Points Based 30 Points (40%)	Skill Points Based 25 Points (33.3%)	Approach Points Based 20 Points (26.7%)	Total Score (Max Score 75)
Porter Communications, Inc. <b>Excluded</b>	0	0	0	0
Serotonin Creative Consultancy <b>Excluded</b>	0	0	0	0
The Engine is Red <b>Excluded</b>	0	0	0	0
True North Inc. dba True North Advertising <b>Excluded</b>	0	0	0	0

## PHASE 1

### EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Expertise	Points Based	30 (30% of Total)

#### Description:

Technical expertise, size and structure of the firm and personnel assigned to RFP tasks; firm's ability to perform and complete the work in a professional and timely manner.

"Size and structure of firm" refers to the ability of a firm's size to meet the needs of the District. It does not give absolute preference to larger or smaller firms.

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## EVALUATION TABULATION

Request For Proposals - Advertising, Communications, and Outreach Services for the Appliance Rules

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## EVALUATION TABULATION

RFP No. 2025-019

### Advertising, Communications, and Outreach Services for the Appliance Rules

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Criteria	Scoring Method	Weight (Points)
Skill	Points Based	25 ( <i>25% of Total</i> )

#### Description:

Relevant experience of the firm and, in particular, experience of the team working on projects of similar scope for other environmental or public sector agencies.

Criteria	Scoring Method	Weight (Points)
Approach	Points Based	20 ( <i>20% of Total</i> )

#### Description:

Responsiveness of the proposal, based upon a clear understanding of the work to be performed.

Criteria	Scoring Method	Weight (Points)
Cost	Points Based	15 ( <i>15% of Total</i> )

#### Description:

Cost or cost effectiveness and resource allocation strategy.

Criteria	Scoring Method	Weight (Points)
References	Points Based	5 ( <i>5% of Total</i> )

#### Description:

Quality and applicability of references.

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## EVALUATION TABULATION

Request For Proposals - Advertising, Communications, and Outreach Services for the Appliance Rules

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## EVALUATION TABULATION

RFP No. 2025-019

Advertising, Communications, and Outreach Services for the Appliance Rules

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Criteria	Scoring Method	Weight (Points)
Firm's Specialty Focus Area - Local Business	Points Based	5 (5% of Total)

Description:

The Air District gives preferences to local businesses. "Local business" means that a firm's headquarters is located within the nine counties of the Air District's jurisdiction. Bidder must include a statement in their proposal self-certifying that the bidder qualifies as a local business to receive points for this criteria.

## AGGREGATE SCORES SUMMARY

Vendor	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Total Score (Max Score 100)
Allison & Partners LLC (Allison Worldwide)	84	89.5	87	85	<b>86.38</b>
Environmental Justice Solutions	80	89	84	91	<b>86</b>
Civic Edge Consulting	82	85.8	83	87	<b>84.44</b>
School of Thought, Inc	76	85.6	85	87	<b>83.39</b>
Convey, Inc.	78	90	81	83	<b>83</b>
Next Steps Marketing	54	74	78	75	<b>70.25</b>
Fenton Communications	50	75	78	71	<b>68.5</b>
Lab Communications Group, Inc	45	77	75	72	<b>67.25</b>
True North Inc. dba True North Advertising	49	75	70	66	<b>65</b>
The Engine is Red	47	74	72	64	<b>64.25</b>
Polytechnic Marketing	39	76	72	69	<b>64</b>

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## EVALUATION TABULATION

Request For Proposals - Advertising, Communications, and Outreach Services for the Appliance Rules

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## EVALUATION TABULATION

RFP No. 2025-019

Advertising, Communications, and Outreach Services for the Appliance Rules

Vendor	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Total Score (Max Score 100)
D&A Communications Inc.	47	71	67	64	62.25
Porter Communications, Inc.	36	75.9	63	60	58.71
Serotonin Creative Consultancy	30	72	65	64	57.75
MG Media Creative	34	72	62	59	56.75
Contigo Communications	40	70	61	54	56.25
BC Design Haus	33	68	56	48	51.25
MIXO ADS INC.	23	56	60	57	49
Holkas Consulting	15	2	48	43	27

## VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Expertise Points Based 30 Points (30%)	Skill Points Based 25 Points (25%)	Approach Points Based 20 Points (20%)	Cost Points Based 15 Points (15%)	References Points Based 5 Points (5%)	Firm's Specialty Focus Area - Local Business Points Based 5 Points (5%)	Total Score (Max Score 100)
Allison & Partners LLC (Allison Worldwide)	26.3	23.7	17.5	10.2	3.8	5	86.38
Environmental Justice Solutions	26.5	22.5	15.8	11.5	4.8	5	86
Civic Edge Consulting	24.5	22.1	16.3	11.7	4.9	5	84.44

## EVALUATION TABULATION

Request For Proposals - Advertising, Communications, and Outreach Services for the Appliance Rules

EVALUATION TABULATION

RFP No. 2025-019

Advertising, Communications, and Outreach Services for the Appliance Rules

Vendor	Expertise Points Based 30 Points (30%)	Skill Points Based 25 Points (25%)	Approach Points Based 20 Points (20%)	Cost Points Based 15 Points (15%)	References Points Based 5 Points (5%)	Firm's Specialty Focus Area - Local Business Points Based 5 Points (5%)	Total Score (Max Score 100)
School of Thought, Inc	24.1	22	16.4	11.7	4.2	5	83.39
Convey, Inc.	24	21.5	16	12	4.5	5	83
Next Steps Marketing	18.5	17.8	15.3	10	3.8	5	70.25
Fenton Communications	18.8	18	13	10.3	3.5	5	68.5
Lab Communications Group, Inc	18.8	17.5	12.8	9.3	4	5	67.25
True North Inc. dba True North Advertising	19.8	18.8	12	10.5	4	0	65
The Engine is Red	18.3	16	11.8	10	3.3	5	64.25
Polytechnic Marketing	18	16	12.8	9	3.3	5	64
D&A Communications Inc.	16.8	14.3	13	9.8	3.5	5	62.25
Porter Communications, Inc.	14.3	14.4	11.2	9.6	4.3	5	58.71
Serotonin Creative Consultancy	14.3	12.8	11	11	3.8	5	57.75

EVALUATION TABULATION

Request For Proposals - Advertising, Communications, and Outreach Services for the Appliance Rules

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EVALUATION TABULATION

RFP No. 2025-019

Advertising, Communications, and Outreach Services for the Appliance Rules

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Vendor	Expertise Points Based 30 Points (30%)	Skill Points Based 25 Points (25%)	Approach Points Based 20 Points (20%)	Cost Points Based 15 Points (15%)	References Points Based 5 Points (5%)	Firm's Specialty Focus Area - Local Business Points Based 5 Points (5%)	Total Score (Max Score 100)
MG Media Creative	14	13.3	11	10.3	3.3	5	56.75
Contigo Communications	15.3	15	12.5	10.3	3.3	0	56.25
BC Design Haus	16	13.3	10.3	8.8	3	0	51.25
MIXO ADS INC.	13.3	11.6	9	11.5	3.6	0	49
Holkas Consulting	8	7.5	3.8	6.3	1.5	0	27

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EVALUATION TABULATION

Request For Proposals - Advertising, Communications, and Outreach Services for the Appliance Rules

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BAY AREA AIR QUALITY MANAGEMENT DISTRICT

PROFESSIONAL SERVICES CONTRACT

CONTRACT NO. 2025.270

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 **Allison & Partners LLC** (“CONTRACTOR”) whose address is 40 Gold Street, San Francisco, CA 94133.
2. **RECITALS**
  - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for services described in the Scope of Work, attached hereto as Attachment A and made a part hereof by this reference. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the services.
  - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
3. **PERFORMANCE REQUIREMENTS**
  - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
  - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and to pay all applicable fees.
  - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
  - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
  - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
  - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraphs A-E above.
4. **TERM** – The term of this Contract is from February 1, 2026 to January 31, 2028, unless further extended by amendment of this Contract in writing and signed by both parties, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.

## 5. TERMINATION

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

## 6. INSURANCE

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

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

## 7. INDEMNIFICATION

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

## 8. PAYMENT

- A. DISTRICT shall pay CONTRACTOR for services in accordance with the terms set forth in the Cost Schedule, which is attached hereto as Attachment B and incorporated herein by this reference.
- B. CONTRACTOR shall submit invoice(s) to DISTRICT for services performed. Each invoice shall specify the total cost of the services for which the invoice is submitted, shall reference tasks shown in the Scope of Work, the hours associated with same, or percentage completion thereof, and the amount of charge claimed, and, as appropriate, shall list any charges for equipment, material, supplies, travel, and subcontractors' services.
- C. DISTRICT's payment of invoices shall be subject to the following limitations and requirements:
  - i) Each invoice, including supporting documentation, shall be prepared on CONTRACTOR's letterhead; shall list DISTRICT's contract number, the period covered by the invoice; and shall be submitted to: Bay Area Air Quality Management District, 375 Beale Street, Suite 600, San Francisco, CA 94105, Attn: Kristina Chu.
  - ii) DISTRICT shall not pay interest, fees, handling charges, or the cost of money on the Contract.
  - iii) DISTRICT shall pay CONTRACTOR within thirty (30) calendar days after approval by

- DISTRICT of an itemized invoice.
- D. The total amount for which DISTRICT may be held liable for the performance of services specified in this Contract shall not exceed \$2,500,000.
9. **DISPUTE RESOLUTION** – A party that disputes a notice of breach must first seek mediation to resolve the dispute in accordance with the provisions set forth below.
- A. Upon receipt of a notice of breach of contract, the party may submit a demand for mediation to resolve whether or not a breach occurred. The party must state the basis of the dispute and deliver the demand within ten (10) business days of the date of receipt of the notice of breach.
  - B. The mediation shall take place at DISTRICT's office at 375 Beale Street, Suite 600, San Francisco, or at such other place as may be mutually agreed upon by the parties and the mediator.
  - C. The parties shall make good faith efforts to hold the mediation within thirty (30) days after receipt of the demand for mediation.
  - D. Each party shall bear its own mediation costs.
  - E. In the event the parties are unable to resolve the dispute, either party may file an action in a court of competent jurisdiction to enforce the Contract.
  - F. Maximum recovery under this section shall be limited to \$2,500,000. The mediation costs shall not reduce the maximum amount recoverable under this section.
10. **NOTICES** – All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail, facsimile, or regular first class mail. In the case of e-mail and facsimile communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. E-mail and facsimile communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. pacific time. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

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

CONTRACTOR: Allison & Partners LLC  
40 Gold Street  
San Francisco, CA 94133  
Attn: Meghan Curtis

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

**12. EMPLOYEES OF CONTRACTOR**

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

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

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

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

**15. PUBLICATION**

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

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

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

**16. AUDIT / INSPECTION OF RECORDS – Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and other duly authorized agents of the State of California for a period of three (3) years after final payment under this Contract. CONTRACTOR hereby agrees to make such records available during normal business hours for inspection, audit, and reproduction by any duly authorized agents of the State of California or DISTRICT. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized agents of the State of California or DISTRICT. All examinations and audits conducted under this section shall be strictly confined to those matters connected with the performance of this Contract, including, but not limited to, the costs of administering this Contract.**

**17. NON-DISCRIMINATION – In the performance of this Contract, CONTRACTOR shall not discriminate in its recruitment, hiring, promotion, demotion, and termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, medical condition, or physical or mental disability, and shall comply with the provisions of the California Fair Employment & Housing Act (Gov. Code, §§12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all**

administrative rules and regulations issued pursuant to said Acts. CONTRACTOR shall also require each subcontractor performing work in connection with this Contract to comply with this section, and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.

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

Contract.

25. **COUNTERPARTS/FACSIMILES/SCANS** – This Contract may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same contract. The parties may rely upon a facsimile copy or scanned copy of any party's signature as an original for all purposes.
26. **GOVERNING LAW** – Any dispute that arises under or relates to this Contract shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Contract, including mediation, shall be San Francisco, California.
27. **ENTIRE CONTRACT AND MODIFICATION** – This Contract represents the final, complete, and exclusive statement of the agreement between the parties related to CONTRACTOR providing services to DISTRICT, and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Contract may only be amended by mutual agreement of the parties in writing and signed by both parties.
28. **SURVIVAL OF TERMS** – The provisions of sections 7 (Indemnification), 13 (Confidentiality), 14 (Intellectual Property Rights), and 15 (Publication) shall survive the expiration or termination of this Contract.

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

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

ALLISON & PARTNERS LLC

By: \_\_\_\_\_

Dr. Philip M. Fine  
Executive Officer/APCO

By: \_\_\_\_\_

Meghan Curtis  
General Manager

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

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

Approved as to form:

By: \_\_\_\_\_

Alexander G. Crockett  
General Counsel

## ATTACHMENT A

### SCOPE OF WORK

CONTRACTOR shall provide advertising, communications, and public outreach services in support of DISTRICT's implementation of amendments to Regulation 9, Rules 4 and 6 Building Appliance Rules. In collaboration with DISTRICT, CONTRACTOR shall develop and implement an advertising and outreach campaign that raises awareness and educates the public about the amended building appliance rules. The campaign will focus on how the rules impact the public, clarify misconceptions, highlight compliance dates, and promote the incentives available for replacing old water heaters and furnaces with zero nitrogen oxides (NOx) appliances. All work will be conducted within the nine counties of DISTRICT's jurisdiction.

#### **A. Advertising**

CONTRACTOR will develop, produce and implement an advertising campaign that aligns with DISTRICT on the dates, timing, creative execution and paid media strategy. The campaign will increase public awareness of the amended building appliance rules, proactive appliance upgrades, highlight health benefits, and available incentives.

CONTRACTOR shall:

1. Design the campaign strategy, including alignment with DISTRICT on the priorities, audiences, languages, creative concepts, budget (production and paid media buy) and timing.
2. Produce and implement all aspects of the advertising campaign including but not limited to concept, writing, design, production, translation (as deemed necessary by DISTRICT), and media placement.
3. Oversee development of a paid media buy strategy tailored to campaign priorities, audiences, demographics, languages, media landscape, inventory, and budget.
4. Arrange for and manage paid media buy as agreed in the final approved media plan.
5. Monitor performance of paid media buy against established goals.

#### **B. Media Relations / Public Relations**

CONTRACTOR will develop, produce and implement media/public relations and outreach that supports the overall messaging goals of the campaign. The campaign will focus on how the amended building appliance rules impact the public, clarify misconceptions, highlight compliance dates, and promote the incentives available for replacing old water heaters and furnaces with zero NOx appliances. CONTRACTOR will support the campaign through a combination of media outreach and events, news interviews, speaking engagements, editorial board visits, Op-Eds, and other relevant messaging opportunities.

CONTRACTOR shall:

1. Develop a strategic public relations plan and tactics that align with the priorities, resources, and budget.
2. Produce and implement all aspects of the media and public relations components including but not limited to:
  - i) Writing (pitches, media materials, collateral).
  - ii) Design (media materials and collateral).
  - iii) Production (printing collateral).

- iv) Editorial media pitching and meetings.
- v) Community outreach (events, canvassing).
- 3. Monitor the Bay Area media landscape and media coverage to stay abreast of related issues, leverage opportunities for media engagement, and measure success.
- 4. Engage media outlets in disproportionately impacted communities, as well as in-language media outlets including those in the Spanish, Mandarin, and Cantonese communities.

#### **C. Social Media**

CONTRACTOR will develop and implement social media messaging, campaigns, and collateral materials.

CONTRACTOR shall:

- 1. Develop social media strategies, including but not limited to concept, writing, design, production, and technical services.
- 2. Create and curate engaging content for social media platforms.
- 3. Develop and manage content calendars to ensure timely publication.
- 4. Ensure digital content is engaging, relevant, and supports the campaign's objectives.
- 5. Work in collaboration with the relevant advertising team on potential paid influencer program/engagement.
- 6. Implement social listening tools to monitor mentions of relevant topics.
- 7. Monitor engagement, define key performance indicators for each platform, and continually analyze performance.
- 8. Work with DISTRICT staff to ensure social media efforts are consistent with other DISTRICT social media outreach efforts.
- 9. Engage partners and other stakeholders via social media to support the overall campaign.

#### **D. Stakeholder Outreach**

CONTRACTOR and its subcontractor, Building Decarbonization Coalition, will develop an outreach campaign to engage with local governments, contractors, community organizations and other stakeholders to amplify the campaign's impact through in-person, virtual/digital and printed communications.

CONTRACTOR shall:

- 1. Write and produce public outreach materials that clear up common misconceptions about the rules and provide clear guidance on compliance.
- 2. Highlight the financial incentives available for upgrading to zero NOx appliances, making the information accessible to a broad audience.
- 3. Ensure the public is well-informed about key compliance dates.
- 4. Engage communities and residents that are disproportionately affected by unhealthy air quality.
- 5. Utilize digital/webinar and in-person channels through meetings and events to engage targeted stakeholders.
- 6. Foster partnerships with contractors and installers, local governments and building departments, as well as other relevant stakeholders.

#### **E. Public Opinion Measurement Surveys**

CONTRACTOR and its subcontractor, True North Research, will measure the effectiveness of

DISTRICT's Advertising, Media/Public Relations, Social Media and Stakeholder Outreach campaign and assess public awareness and behavior patterns. CONTRACTOR will conduct surveys strategically at the beginning of the campaign to gauge baseline awareness and again after the campaign has been in place to measure effectiveness.

CONTRACTOR shall:

1. Design survey methodology and work with DISTRICT staff to develop and refine survey questionnaires, as appropriate.
2. Coordinate data collection to collect interviews, process data and produce topline results.
3. Process and weigh data, analyze results, prepare a draft report for DISTRICT review, and a final report based on review comments.
4. Collect statistically significant interviews for the campaign and collect data, process interviews and produce topline results.
5. Conduct in-language surveys in English, Spanish, Mandarin and Cantonese – make recommendations, collect interviews, process data, and produce topline results.

#### **F. Project Management**

Throughout the term of Contract, CONTRACTOR will assign an experienced project manager to participate in meetings with DISTRICT to provide updates, ensure the project is on time, and ensure that key milestones and deadlines for deliverables are met.

CONTRACTOR shall:

1. Participate in regular meetings with DISTRICT staff and other relevant stakeholders on a weekly basis or as requested by DISTRICT to provide updates and discuss action items.
2. Meet regularly with its subcontractors and any other relevant stakeholders to ensure the project is strategic, targeted for priority audiences, and executed according to approved plans and budgets.

## ATTACHMENT B

### COST SCHEDULE

DISTRICT will pay CONTRACTOR on a time and materials basis for the work outlined in the Scope of Work, up to a maximum amount of \$2,500,000.

#### **Labor:**

DISTRICT shall pay CONTRACTOR for time spent completing work at the hourly rates listed in Table 1 below.

**Table 1: Hourly Rates**

<b>Title</b>	<b>Hourly Rate</b>
Global CEO / Chairman / Vice Chair	\$500
Global Partner / Global COO	\$475
Partner / President / Chief Creative Officer	\$450
Executive Director	\$425
Managing Director / General Manager / Executive Vice President / Executive Producer / Executive Creative Director	\$400
Senior Vice President / Group Creative Director / Group Director of Production / Group Strategy Director	\$375
Director of Production / Senior Creative Director	\$350
Vice President / Creative Director / Senior Content Producer / Senior Director / Strategy Director / Vice President Editorial	\$315
Account Director / Media Relations Director / Director of Photography / ACD Motion Graphics / Producer / Senior Strategist / Senior Editorial Manager / Director Community Management / Director Content Marketing / Art Director / Director Client Service / Associate Creative Director / Analytics Director / Research Director	\$250
Account Manager / Media Relations Manager / Analytics Manager / Research Manager / Senior Videographer / Senior Motion Graphic / Editor / Strategist 2 / Content Marketing Manager / Editorial Manager / Junior Art Director / Manager Client Service	\$225
Senior Account Executive / Senior Media Specialist / Senior Analyst Grade 4 / Videographer / Motion Graphics / Editor / Associate Producer / Strategist 1 / Lead Content Strategist / Senior Community Manager / Senior Designer / Senior Client Service Specialist	\$200
Account Executive / Media Specialist / Analyst Grade 3 / Associate Videographer / Associate Motion Graphics / Editor / Production Assistant / Senior Analyst / Community Manager L3 / Graphic Designer L2 / Client Service Specialist L2	\$175
Assistant Account Executive / Assistant Media Specialist / Analyst Grade 2 / Analyst L2 / Community Manager L2 / Graphic Designer L1 / Client Service Specialist L1	\$150

<b>Title</b>	<b>Hourly Rate</b>
Account Coordinator / Media Coordinator / Community Manager L1 / Production Designer /	\$125
Creative Coordinator / Analyst Grade 1 / Analyst L1	
Apprentice/Intern	\$100
<b>Subcontractor – Building Decarbonization Coalition (BDC)</b>	
Senior Director	\$211
Director	\$200
Subject Matter Expert	\$200
Senior Manager	\$176
Senior Associate	\$127
Associate	\$108

**Expenses and Other Direct Costs (ODCs):**

DISTRICT shall reimburse CONTRACTOR for expenses and ODCs that may be required in performance of the work outlined in the Scope of Work. Reimbursable expenses include media monitoring tools, subscriptions, proprietary software, postage, overnight delivery and messenger service fees, local and long-distance telephone calls, reasonable printing and copying costs, and all other telecommunications use. ODCs include paid media buy and public opinion surveys, event sponsorship fees and materials, and travel. CONTRACTOR will bill DISTRICT for reimbursable expenses and ODCs at the actual costs they are incurred with no mark-up.

**Maximum Cost Per Task:**

Payments for each task shall not exceed the maximum amount listed for that task in Table 2. The maximum amount includes all labor, project management time, expenses, other direct costs, materials, overhead, and any applicable taxes.

**Table 2: Maximum Cost Per Task**

<b>Task</b>	<b>Maximum Cost</b>
Advertising	\$1,527,000.00
Public Relations/Media Relations	\$317,000.00
Social Media	\$206,000.00
Stakeholder Outreach	\$330,000.00
Public Opinion Measurement Surveys	\$120,000.00

**Invoicing:**

CONTRACTOR shall invoice DISTRICT monthly, with the exception of paid media buy and Public Opinion Survey costs which shall be invoiced in advance. Payments will be made in accordance with Section 8, Payment, of the Contract. Paid media buy and Public Opinion Survey costs shall be due within 10 days of DISTRICT's receipt and approval of CONTRACTOR's invoice.

**Total Cost of Contract Not to Exceed: \$2,500,000.**

**BAY AREA AIR DISTRICT**  
Memorandum

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

From: Philip M. Fine  
Executive Officer/APCO

Date: February 4, 2026

Re: Amendments to the Administrative Code Regarding Personnel Policies and  
Procedures

**RECOMMENDED ACTION**

Adopt a resolution to revise the Administrative Code that will replace the legacy Division III – Personnel Policies and Procedures with a new Administrative Code Section 10 – Employment

The Finance and Administration Committee recommended adoption of these revisions at its meeting on December 17, 2025.

**BACKGROUND**

In December of 2023, the Board of Directors adopted substantial revisions to Divisions I (Operating Provisions) and II (Fiscal Provisions) of the Administrative Code. These revisions created a single document with improved efficiencies for the Board of Directors and agency functions. In this newly adopted Administrative Code effective January 1, 2024, the creation of a Personnel Policy Manual (PPM) was called for while leaving Division III (Personnel Policies and Procedures) intact allowing time for this extensive project.

In March of 2024, the Air District engaged consultant Baker Tilly to conduct a review of the Air District's personnel policies and processes to identify recommendations resolving operational gaps. Baker Tilly's work included interviews and focus groups with Air District executives, managers, represented staff, the Employee Association and Renne Public Law Group. Baker Tilly also reviewed the Administrative Code, the Employee Association Memorandum of Understanding (MOU), Administrative Instructions, and other relevant documents. Baker Tilly revised 20 existing policies, created 15 new policies, and began revising the Administrative Code language throughout 2024 and early 2025.

When negotiations began for a successor Memorandum of Understanding (MOU) in early 2025, Air District staff recognized that it would be important to ensure alignment of

the Personnel Policies Manual and the MOU. Air District staff recommend creating three distinct entities –1) a streamlined Administrative Code, removing the policies and benefits that had been previously included, 2) a “user-friendly” Personnel Policy Manual (PPM), and 3) a Benefits’ Resolution for Management and Confidential employees. The Board of Directors would retain authority over the Administrative Code; however, the Executive Officer/APCO would have authority over the PPM allowing changes to be made as necessary. Each year, the Benefits Resolution will be presented with the annual budget to be approved by the Board.

At the Finance and Administration Committee (FAC) meeting on September 17, 2025, Air District staff presented draft language for the new Section 10 – Employment. Following the committee meeting, staff presented the draft Section 10 – Employment language to the Employee Association (EA) and are in on-going discussions with the EA regarding the revised and new policies that will compose the PPM as part of the Meet and Confer process.

Based on the discussion at the September 17, 2025, FAC meeting, staff prepared a comprehensive update to the current Administrative Code which included the new Section 10 – Employment. At the December 17, 2025, FAC meeting, staff presented the complete Administrative Code revisions including the new Section 10, requesting a recommendation that the Board of Directors adopt the proposed changes.

## DISCUSSION

These proposed Administrative Code revisions include a new Section 10 – Employment which presents clearly defined authorities granted by the Board of Directors to the Executive Officer/APCO. As such, this proposed Administrative Code directs the Executive Officer/APCO to develop, revise, maintain and administer personnel policies, no longer requiring Board Approval.

The proposed revisions to the Administrative Code include new language, such as Section 10 - Employment, and some substantive and non-substantive revisions, as presented to the FAC on December 17, 2025, and recommended for adoption by the Board.

### *Proposed New Language: Section 10 – Employment*

Legacy language from Administrative Code Division III that is best served in stand-alone policies, like the Memorandum of Understanding (MOU) or in annual benefits resolutions, has been removed. Regulatory and discretionary personnel-related subjects such as Family Medical Leave Act (FMLA), Limits on Outside Employment, Background and Reference Checks, Equal Employment Opportunity and Reasonable Accommodation will be policies placed into the PPM. Board oversight and approval were retained for salary and compensation, the classification plan and systems, creation of new positions, and matters related to at-will employees. Employee benefits such as Health, Vision, Dental, Life and other fringe benefits have been removed and will be part of a Board-approved Benefits Resolution for Management and Confidential employees

and covered in the MOU for represented employees. Separating these components allows the Air District to ensure each document remains current and relevant.

At-Will employees are defined in Section 10.7 and include the Executive Officer, General Counsel, Principal Deputy Executive Officer (PDEO), Deputy Executive Officer (DEO), Assistant Deputy Executive Officer (ADEO), Senior Assistant Counsel and Limited Term Contract Employees (LTCE). Section 10.7 includes language allowing the Executive Officer/APCO to make salary step adjustments within the Board-approved salary schedules for the PDEO, DEO, ADEO and Senior Assistant Counsel classifications.

Section 10.8 (c) Conversion to Permanent Status and Return Rights was added to account for scenarios where an LTCE designated position is converted to a permanently funded position. It provides a mechanism to convert the incumbent LTCE to permanent status, streamlining the recruitment process and enhancing career mobility for Air District staff. Section 10.9 Classification Plan now includes language allowing the Executive Officer/APCO to make non-substantive changes to the classification plan without Board of Directors approval.

*Substantive Changes other than Section 10 – Employment:*

In Section 3.2 (b), a reference to the Personnel Committee was deleted as this Committee ceased to exist with the January 1, 2024 Administrative Code revisions. The former Section 12.1 Operative Date has been changed to reflect the most recent revisions to the Administrative Code.

*Non-Substantive Changes:*

Pagination, typographical, grammatical, and formatting changes have been made throughout the proposed Administrative Code. The logo was replaced for consistency with current branding. The Table of Contents has been revised. Section 1.1 Title now includes “Administrative Code” with consistent references throughout. The definition of Air Pollution Control Officer (“APCO”) was updated to include Executive Officer (“EO”) reflecting current use in other documentation related to the Executive Officer/Air Pollution Control Officer (“EO/APCO”).

**BUDGET CONSIDERATION/FINANCIAL IMPACT**

None.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Clif Brady  
Reviewed by: Hyacinth Hinojosa

ATTACHMENT(S):

1. Administrative Code Personnel Policies & Procedures (Div. III from old Admin Code) - Effective Jan. 1 2024
2. Baker Tilly Air District HR Policies and Procedures Recommended Policies 3.22.2024
3. Redline Copy - Draft Bay Area Air District Administrative Code 2.4.2026 BOD Meeting
4. Clean Copy - Draft Bay Area Air District Administrative Code 2.4.2026 BOD Meeting
5. Draft Board Resolution Admin. Code 2.4.2026
6. BOD 2.4.2026 Summary of Administrative Code Revisions with Section 10 Employment Presentation

# BAY AREA AIR QUALITY MANAGEMENT DISTRICT

## Administrative Code Personnel Policies and Procedures

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### **Note:**

This document contains the Personnel Policies and Procedures of the Bay Area Air Quality Management District. These Personnel Policies and Procedures have been retained from the Air District's Administrative Code that was in effect prior to January 1, 2024. The Board of Directors adopted a new Administrative Code that superseded the old code effective January 1, 2024, but it left in effect the Personnel Policies and Procedures in Division III of the old code (as well as any definitions to the extent they apply to the provisions in Division III). These Personnel Policies and Procedures shall remain in effect until superseded as provided for under Section 12.1 of the new Administrative Code. Unless and until superseded, the provisions of the Personnel Policies and Procedures set forth herein shall prevail in the event of any conflict with any provisions in the new Administrative Code.

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## ADMIN CODE      DEFINITIONS

As used in this Administrative Code, the following terms shall be defined as indicated.

- (a) **APCO** means the Air Pollution Control Officer, Deputy Air Pollution Control Officer acting for the APCO in his/her absence or other person to whom the APCO's duties have been delegated by the APCO.
- (b) **ASSOCIATION** means the Bay Area Air Quality Management District Employees' Association Inc., a recognized employee association, which represents the employees in the Clerical, Technical/General and Professional representation units for all matters of employer/employee relations.
- (c) **BOARD** means the Board of Directors of the Bay Area Air Quality Management District or an authorized committee composed of members of the Board of Directors.
- (d) **CLERICAL EMPLOYEE** means an employee engaged in administrative support activities which include internal and external communication, recording and retrieval of data and/or information and other paper work required in an office. Positions include, but are not limited to, Office Assistant, Accounting Assistant, Secretary.
- (e) **CONFIDENTIAL EMPLOYEE** means any employee who is privy to the decision-making process of the Bay Area Air Quality Management District management or the Board of Directors affecting employer-employee relations matters.
- (f) **DISTRICT** means the Bay Area Air Quality Management District.
- (g) **EMPLOYEE RELATIONS OFFICER** means the APCO or other person designated by the APCO or the Board of Directors to act for the District in employer-employee relations matters.
- (h) **EMPLOYEE** means any person employed by the District on a regular, probationary, or limited term basis, excepting those persons elected or appointed to the Board of Directors, Advisory Council, Hearing Board or similar body. Limited term employees shall not be treated as employees for the purposes of Division III of this Administrative Code until they have worked at least 1,000 hours within a fiscal year. (Rev. 7/20/94)
- (i) **EMPLOYEE ORGANIZATION** means any employee organization recognized and certified by the District which includes employees of the District and which has as one of its primary purposes the representation of such employees in their relations with the District. (Rev. 7/20/94)
- (j) **LIMITED TERM EMPLOYEE** means any person employed by the District to work on one or more specific projects of limited duration, or for a specified period of time, and whose employment with the District is expected to terminate at the conclusion thereof. (Rev. 7/20/94)
- (k) **MANAGEMENT EMPLOYEE** means the APCO, Deputy Air Pollution Control Officers, Division Directors, Section Managers, District Counsel, attorneys and Senior Advanced Projects Advisors.
- (l) **MEET AND CONFER** means the mutual obligation to meet and confer in good faith in order to freely exchange information, opinions, and proposals, and to endeavor to reach agreement on matters within the scope of representation. No agreement shall be binding on any party unless it is reduced to writing and approved by the Board and the Association.

- (m) **MEMORANDUM OF UNDERSTANDING** means the agreement between the Board and the Association.
- (n) **PROFESSIONAL EMPLOYEE** means an employee engaged in work requiring specialized knowledge and skills attained through completion of a recognized course of instruction, including, but not limited to, accountants, engineers, planners, meteorologists, statisticians, and the various types of physical, chemical and biological scientists.
- (o) **RECOGNIZED EMPLOYEE ORGANIZATION** means an employee organization which has been certified pursuant to the revisions of Section I-10.5(a) through (h) as representing the employee in a particular representation unit.
- (p) **REPRESENTATION UNIT** means a unit of District employees established pursuant to the provisions of Sections I-10.4(a) through (g).
- (q) **REPRESENTATIVE** means a person or persons designated and authorized by a recognized employee organization to represent its membership.
- (r) **SCOPE OF REPRESENTATION** includes all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment; except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.
- (s) **TECHNICAL EMPLOYEE** means an employee engaged in work requiring scientific or technical knowledge and manual skills attained through college training or through on the job training, including, but not limited to; inspectors, laboratory technicians, and instrument specialists.

# Division III

## Personnel Policies & Procedures

### SECTION 1      GENERAL POLICIES

The personnel policy of the Bay Area Air Quality Management District is to ensure District employees of uniform procedures for handling personnel matters and to maintain the efficiency of the District's operations through the employment of competent persons. The District seeks to provide working conditions that will be conducive to good morale.

This personnel policy is applicable to all employees of the District. However, some items herein may be superseded by provisions of the Memorandum of Understanding in effect between the District and the Employees' Association. Unless specifically made applicable to all employees by a resolution of the Board of Directors, conflicting provisions in the MOU will apply only to those persons in the representation units encompassed by the Employees' Association.

The personnel policies and procedures of the District are patterned after the State of California's Rules and Regulations.

The responsibility and authority for setting personnel policy and procedures are vested in the Board of Directors. The Personnel Committee of the Board is responsible for receiving recommendations from staff and other sources concerning policy and practices and making recommendations to the Board of Directors.

The responsibility and authority for the administration of the policy and procedures are vested in the APCO.

#### 1.1      Representation Units

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

### SECTION 2      EQUAL EMPLOYMENT OPPORTUNITY POLICY (REVISED 4/10/14)

The Board of Directors of the Bay Area Air Quality Management District affirms its policy to provide equal employment opportunities for all persons to be recruited, employed, placed, selected for training, trained, evaluated, promoted, demoted, laid off, terminated, compensated, assigned work and otherwise treated without regard to race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age or sexual orientation.

The District is committed to maintaining a meaningful Equal Employment Opportunity Plan. It is the responsibility of the Human Resources Office, under the direction of the Director of Administrative Services and under the general direction of the Executive Officer/Air Pollution Control Officer, to ensure the spirit and intent of the Equal Employment Opportunity Plan is carried out.

**2.1****OBJECTIVES. (Revised 4/10/2014)**

- (a) The District will insure that each employee and applicant is afforded an equal opportunity in all aspects of the employment process without regard to race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age or sexual orientation.
- (b) The District will analyze its work force and the population of the Bay Area.
- (c) The District will focus its equal opportunity efforts on enhanced outreach and training programs.
- (d) The District will establish and administer programs for employment, training and promotion of all employees without regard to race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age or sexual orientation.
- (e) The District will be responsible for Equal Employment Opportunity Plan and designate an Equal Employment Opportunity Officer.
- (f) The District is committed to making a good faith effort to successfully achieve Equal Employment Opportunity.
- (g) Sexual harassment is contrary to basic standards of conduct between individuals and is prohibited by EEOC regulations. The District will therefore insure that the workplace is free from sexual harassment. Sexual harassment is defined in EEOC regulations, and includes, but is not limited to, the following: unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when such conduct is made explicitly or implicitly a term or condition of employment, is used as a basis for employment decisions, or has the purpose or effect of interfering with work performance or creating an otherwise offensive working environment.
- (h) The District will insure that no qualified person will be discriminated against on the basis of a disability. All qualified persons that can perform the essential functions of the job, with or without reasonable accommodation that does not create "undue hardship" for the District, shall be provided an equal opportunity for employment and promotion. All terms used in this section are defined in the regulations implementing the Federal Americans with Disabilities Act.

**2.2****RESPONSIBILITY FOR EQUAL EMPLOYMENT OPPORTUNITY. (Revised 10/5/11)**

- (a) The Air Pollution Control Officer of the District has the overall responsibility to the Board of Directors for actions by the staff in planning, coordinating, implementing, evaluating and reporting on all phases of the Equal Employment Opportunity Plan.
- (b) The responsibilities of the Equal Employment Opportunity Officer are listed in the Equal Employment Opportunity Plan.

**2.3****DISCRIMINATION COMPLAINT PROCEDURE (Revised 4/10/2014)**

Unlawful discrimination refers to discrimination based on race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age, or sexual orientation.

An employee or group of employees who believes an incident involving a violation of the District's equal employment opportunity policy has arisen, may submit the complaint (in writing) to the Equal Employment Opportunity Officer.

**STEP 1**      The written complaint must be received by the Equal Employment Opportunity Officer within 30 days of the alleged discrimination and must specify the particulars of the alleged discrimination, including

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**PERSONNEL POLICIES & PROCEDURES**

specific acts and/or statements. Although the specific act must have occurred within 30 days, supplementary or background information supporting the complaint may be included. If a complaint is received in an incomplete form, the Equal Employment Opportunity Officer will advise the complainant that help in its preparation can be arranged. A group of employees filing at the same time must allege acts of similar nature to be considered for class action.

- STEP 2      The Equal Employment Opportunity Officer will evaluate the complaint and, if necessary, conduct an investigation.
- STEP 3      Discrimination complaints found by the Equal Employment Opportunity Officer to be valid will be forwarded to the APCO for appropriate action. Complaints found by the Equal Employment Opportunity Officer to be invalid may be appealed to the APCO within ten (10) working days of the Equal Employment Opportunity Officer's decision. Any complaint decision forwarded or appealed to the APCO shall be acted upon within ten (10) working days of receipt.

## **SECTION 3      RIGHTS AND OBLIGATIONS**

### **3.1      MANAGEMENT RIGHTS.**

The rights of the District management include, but are not limited to, the exclusive right to, subject to the provisions of the Memorandum of Understanding and consistent with applicable laws and regulations:

- (a) Determine the mission of its constituent departments, boards, and staff committees.
- (b) Set standards of service.
- (c) Determine the procedures and standards of selection for re-employment and promotion.
- (d) Hire, promote, transfer, assign, retain in position, direct, or take other non- disciplinary action toward its employees and to relieve them from duty because of lack of work or for other legitimate reasons.
- (e) Maintain the efficiency of all operations and exercise complete control and discretion over its organization and the technology of performing its work.
- (f) Determine the methods, means and personnel by which District operations are to be conducted.
- (g) Determine the content of job classifications.
- (h) Take all necessary actions to carry out its mission in emergencies.

### **3.2      EMPLOYEE RIGHTS.**

- (a) The rights of employees of the District include, but are not limited to, the right to, subject to the provisions of this agreement and consistent with applicable laws and regulations:
  - (1) Form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matter of employer-employee relations.
  - (2) Refuse to join or participate in the activities of any employee organizations.

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## **PERSONNEL POLICIES & PROCEDURES**

### **SECTION 3**

### **RIGHTS AND OBLIGATIONS**

- (3) Represent themselves individually in their employment relations with the District.
- (b) The scope of representation by the Association shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order. This subsection parallels Sec. 3504 of the Meyers-Milias-Brown Act and will automatically be amended to reflect any amendment to or replacement of said statutory section on the effective date of any such change.
- (c) The District and the Association shall not interfere with, intimidate, restrain, coerce, or discriminate against employees because of their exercise of these rights.
- (d) Any matter which is within the scope of the Meyers-Milias-Brown Act and is within the scope of the Memorandum of Understanding that the District acts upon without meeting and conferring shall be null and void.

### 3.3

#### **DISCIPLINARY ACTION AND RIGHT OF APPEAL. (Revised 9/6/2023)**

- (a) Except for individuals in classifications which serve at the pleasure of the Board of Directors or the District Counsel (see Section III-3.3(c), below), the APCO shall have the right, for due cause, to demote, dismiss, reduce in pay, or suspend without pay any employee. Notice of such action must be in writing and served on such employee by personal service, by e-mail at the address on file with the District, or by first class U.S. mail (or equivalent). Except for individuals serving in the classifications listed in subsection (c), below, the notice will state the action to be taken and contain the reasons for such action.
- (b) Except as provided herein, employees, as defined in Section I, Definitions, shall have the right to appeal the disciplinary action, through the grievance procedure defined in Section III-4.
- (c) The following individuals shall serve at the will of the appointing authority and shall not have any right to appeal any disciplinary action through the grievance procedure defined in Section III-4, regardless of whether they held a prior position in the District. Individuals appointed to the classifications identified below may also be subject to a fixed term of employment and the incumbent will be separated at the expiration of that term (unless said term is extended by the identified appointing authority). Individuals appointed to the classifications identified below are not subject to a probationary period pursuant to Section III -7.3. Likewise, individuals appointed to the classifications identified below are not subject to the Layoff and Recall provisions of Section III-9.3
  - (1) Any individual appointed by the Board of Directors and employed under an employment contract, including the Executive Officer/APCO and District Counsel;
  - (2) Any individual appointed by the Executive Officer to the classification of Chief Operating Officer, who shall serve at the pleasure of the Executive Officer/APCO;
  - (3) Any individual appointed by the Executive Officer to the classification of Deputy Executive Officer after January 1, 2023, shall serve at the pleasure of the Executive Officer/APCO;
  - (4) Any individual appointed by the District Counsel to the classification of Senior Assistant Counsel, who shall serve at the pleasure of the District Counsel; and

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#### **PERSONNEL POLICIES & PROCEDURES**

- (5) Limited Term employees.
- (d) Notwithstanding Section 3.3(c), any existing District employee who is appointed to the Deputy Executive Officer or Senior Assistant Counsel classification after January 1, 2023, but prior to January 1, 2024, shall be entitled to return to a vacant position in the last classification they held prior to their appointment to the Deputy Executive Officer or Senior Assistant Counsel classification, and at the same salary step they held prior to their appointment to their appointment to the Deputy Executive Officer or Senior Assistant Counsel classification. Reinstatement to the vacant position shall occur upon the termination of their appointment to the Deputy Executive Officer or Senior Assistant Counsel classification, whether that occurs (1) at the end of a specified term, (2) due to their voluntary request to vacate the classification, or (3) at the discretion of the District Counsel or Executive Officer/APCO.
- (1) For a Deputy Executive Officer, if no vacant position exists in the employee's previously-held classification, the employee shall be offered alternate employment by the District. The form of alternate employment shall be at the discretion of the Executive Officer but may include a vacant position in any classification for which they meet the minimum qualifications as determined by the Executive Officer, reclassification of an existing position, or creation of a new position. Alternatively, the Executive Officer/APCO may reclassify a Deputy Executive Officer position to a lower classification. Employees under this provision will be placed at the salary step closest to the current pay for the salary prior to their appointment to the Deputy Executive Officer classification. If the top step of the salary range for the employee's new position is lower than the current pay for the salary the current pay for the prior to their appointment to the Deputy Executive Officer classification, the employee's salary will be Y-rated at the current pay for the salary step they held prior to their appointment to the Deputy Executive Officer classification, without the need for additional Board approval under Section III-6.5.
- (2) For a Senior Assistant Counsel, if no vacant Assistant Counsel position exists, the District Counsel shall reclassify the Senior Assistant Counsel position to Assistant Counsel, and reclassify an existing Assistant Counsel position to Senior Assistant Counsel. In the event of reclassification of a Senior Assistant Counsel under this paragraph, the reclassified Senior Assistant Counsel will be placed at the Assistant Counsel salary step they occupied prior to appointment to the Senior Assistant Counsel classification.
- (3) For employees who have not completed probation prior to being appointed to the Deputy Executive Officer or Senior Assistant Counsel classification, their probationary period for their previous position will continue to run after appointment to their new position. If such an employee returns to their previous classification prior to the end of that probationary period, the employee will be required to complete any remaining probation in their reinstated position after reinstatement and will have only those rights accorded probationary employees by these rules until the end of the probationary period. If such an employee returns to their previous classification after the end of the probationary period for their previous position, they will not be required to complete any further probation and will not be limited to the rights accorded probationary employees.
- (4) Employees appointed pursuant to this Section III-3.3(d) are subject to discipline up to and including suspension while in the classification of Deputy Executive Officer or Senior Assistant Counsel without appeal. However, if the District seeks to terminate an individual who had already passed probation in a District classification with appeal rights, the individual will first be removed from the

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## PERSONNEL POLICIES & PROCEDURES

### SECTION 3

#### RIGHTS AND OBLIGATIONS

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Deputy Executive Officer or Senior Assistant Counsel classification and reinstated to another classification as provided in Section III-3.3(d)(1) or III-3.3(d)(2), above. The District may then initiate disciplinary proceedings up to and including termination and the employee may appeal that termination pursuant to the grievance procedure defined in Section III-4. The discipline may be based in whole or in part on conduct which occurred in the Deputy Executive Officer or Senior Assistant Counsel classification. However, any reinstatement would be to the employee's current (civil service) classification. Discipline imposed on an employee in a Deputy Executive Officer or Senior Assistant Counsel classification may be used for purposes of progressive discipline.

**3.4**

**OATH OF ALLEGIANCE.**

Employees of the District will sign an oath of allegiance as required by the laws of the State of California.

**3.5**

**PHYSICAL EXAMINATIONS.**

A physical examination or a personal statement of good health may be required by the District after an employment offer has been made.

**3.6**

**SEXUAL HARASSMENT AND OTHER UNACCEPTABLE CONDUCT.**

In order to ensure a work environment that is free from all forms of unlawful discrimination or harassment, the following kinds of conduct, as defined by the Federal Equal Employment Opportunity Commission (EEOC), are prohibited:

“Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment.”

The regulations of the California Fair Employment and Housing Commission also define harassment broadly to include:

- (a) Verbal harassment, e.g., epithets, derogatory comments or slurs (on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age, or sexual orientation);
- (b) Physical harassment, e.g., assault, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual (on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age, or sexual orientation);
- (c) Visual forms of harassment, e.g., derogatory posters, cartoons, or drawings on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age, or sexual orientation;

**3.7**

**EMPLOYEES’ TIME OFF TO VOTE.**

Employees who wish to vote in the national and state elections may claim time off to vote under the provisions of the State Election Code, Section 14350:

“If a voter does not have sufficient time outside of working hours to vote at a statewide election, the voter may, without loss of pay, take off enough working time which when added to the voting time available outside of working hours will enable the voter to vote.

No more than two hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift, unless otherwise mutually agreed.

If the employee on the third working day prior to the day of election knows or has reason to believe that time off will be necessary to be able to vote on election day, the employee shall give the employer at least two working days' notice that time off for voting is desired, in accordance with the provision of this section."

### **3.8**

#### **DRUG-FREE WORKPLACE.**

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance on District premises or while conducting District business off-premises is prohibited. Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences.

The District recognizes drug dependency as an illness and a major health problem. Employees needing help in dealing with such problems are encouraged to use the District's employee assistance referral program and health insurance plans, as appropriate. Conscientious efforts to seek such help will not jeopardize any employee's job, and will not be noted in any personnel record.

Employees must, as a condition of employment, abide by the terms of the above policy and report any conviction under a criminal drug statute for violations occurring on or off District premises while conducting District business. A report of the conviction must be made within five (5) days of the conviction.

### **3.9**

#### **SAFETY**

The District subscribes to and fully supports the purpose, principles, and intent of the Occupational Safety and Health Act of 1970 and complies with all applicable Federal and State laws which relate to health and safety. The District has established a Safety Committee to assist in compliance with the Act. The Safety Committee shall be comprised of two members of District management and three members chosen by the Association, with at least one from each unit, and the members shall choose a chairperson from its members to serve a term of one year. The Personnel manager shall serve as an ex-officio member.

The Safety Committee shall make inspections of the work place as needed. They will meet once every two months to discuss safety matters, including serious accidents and accidents which result in lost time as soon after the occurrence as practical. The Committee shall provide a summary of the meeting and accident findings to the APCO. The APCO shall respond to the Safety Committee's recommendations within ten (10) working days.

Employees shall report unsafe working conditions to their immediate supervisor and may report these conditions to the Safety Committee.

### **3.10**

#### **WORKPLACE VIOLENCE**

The District is committed to providing a safe workplace for all employees, which includes preventing workplace violence. In order to achieve this objective, the cooperation of employees and their supervisors is critical. Both employees and supervisors should be aware of early warning signs of potentially violent situations and how to respond. Threatening words or actions should be treated seriously. In the event that a violent or potentially violent situation does arise, the following steps are to be followed:

- (a) If there is an immediate threat to the personal safety of an employee in the field, the employee shall contact local law enforcement authorities as soon as possible. The employee shall thereafter contact his or her immediate supervisor and Division Director and shall completely describe the situation.

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## **PERSONNEL POLICIES & PROCEDURES**

- (b) If there is an immediate threat to the personal safety of an employee in the District offices, the employee shall contact District security by dialing 5158, or if there is no answer after two rings, by dialing 0 and asking the operator to send District security to the employee's work area. The employee shall thereafter contact his or her immediate supervisor and Division Director and shall completely describe the situation.
- (c) As soon as possible after any such incident, the employee shall complete a Critical Incident Report. All such reports shall be routed to the District Legal Division and to the Personnel Section of the Administrative Division through the APCO. The Personnel Section shall maintain a Critical Incident Log of all such reports. The Legal Division shall review each such incident and shall make a formal recommendation to the APCO regarding further action to be taken.
- (d) Within one week after receiving the Legal Division's recommendation, the APCO shall prepare a memorandum setting forth the key facts of the incident and the APCO's formal determination of further action to be taken as a consequence of the incident. This memorandum shall be forwarded to the Personnel Section to be maintained as part of the Critical Incident Log and shall be distributed to all Division Directors for dissemination to District employees who might encounter a similar incident in connection with their workplace activities.

### **3.11**

#### **SMOKEFREE WORK SITE**

In recognition of the District's leadership role in public health and air quality, and inasmuch as smoking is a leading contributory factor in many causes of death in California, the District hereby adopts a policy that promotes nonsmoking at the work site.

It is the intent of the District to provide a work atmosphere which is as free as is practicable of tobacco use and its undesired effect. This policy is applicable to all District facilities or other areas controlled by the District, whether leased or owned, including space in buildings shared with other agencies or businesses. This policy shall extend to District-owned vehicles unless specifically exempted by the APCO because the vehicle is only used by smokers.

- (a) **DEFINITION:** "Smoking" means inhaling, exhaling, burning, or carrying a lighted cigarette, cigar, pipe, or other lighted smoking equipment for tobacco or any other plant.
- (b) **IMPLEMENTATION:** Smoking is strictly prohibited in the District office and satellite offices except the following designated areas:
  - 1) On the District Office roof area
  - 2) Portals (open to atmosphere) that lead to the rear emergency exit stairwell (however, smoking in the stairwell itself shall always be prohibited)

Designated smoking areas may be redefined if the District finds that smoke from these areas interferes with the health and safety of District employees.

"Smoke breaks" will be permitted at the discretion of the supervisor and the employee, in lieu of regular breaks or rest periods.

- (c) **ADMINISTRATION OF THIS POLICY:** Managers and supervisors are responsible for informing all employees in their charge of the District's smoking policy. All new hires will be advised during orientation to the District.
- (d) **CONFLICT RESOLUTION:** Alleged violations of the policy may be reported through the existing Safety incident report process as specified in the Memorandum of Understanding. Employees violating the policy will be subject to disciplinary measures, including termination of employment.

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#### **PERSONNEL POLICIES & PROCEDURES**

3.12

**Fraud, Misconduct, and Dishonesty in the Workplace. (Addition 1/02/09)**

- (a) It is the policy of the District to prevent, investigate and correct fraud, misconduct and dishonesty in the workplace.
- (b) No employee shall commit fraud or acts of misconduct or dishonesty against the District or in connection with his or her District employment.
- (c) Fraudulent acts and acts of misconduct and dishonesty in District employment include, but are not necessarily limited to, the following:
  - Forgery or unauthorized alteration of District financial records, including checks and warrants payable to or by the District;
  - Misappropriation of District goods or assets, e.g., furniture, fixtures, equipment, and office supplies;
  - Misappropriation of District funds and securities;
  - Falsification of employee timesheets or District work reports and products;
  - Knowingly false reporting or handling of District funds for financial transactions;
  - Having a personal financial interest in any purchase, sale or contract with a vendor or contractor made by the employee in his or her capacity as a District employee;<sup>1</sup>
  - Unpermitted personal use or receipt of District assets, goods, funds, and services;
  - Unauthorized solicitation or acceptance of, gifts, gratuities, or other consideration from contractors, vendors or consultants providing goods or services to the District;
  - Solicitation of, asking, acceptance of, or agreement to accept any gratuity, gift or other consideration from someone other than the District for performing District employment;<sup>2</sup>
  - Solicitation of, asking, acceptance of, or agreement to accept a bribe for taking action in one's capacity as a District employee in a matter that is pending or that may take place;<sup>3</sup>
  - Knowingly unpermitted disclosure of confidential or proprietary District information to non-District persons and entities;
  - Intentional or negligent, unpermitted destruction or damage of District goods or assets, e.g., furniture, fixtures, equipment, and office supplies;
  - Use of, or being under the influence of, alcohol or illegal drugs in the course of performing District duties and responsibilities; and
  - Willful failure to perform the duties and tasks of one's District employment.
- (d) Retaliation against an employee who reports reasonable suspicion of the existence or occurrence of an act of fraud, misconduct or dishonesty is prohibited.

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<sup>1</sup> Cal. Government Code section 1090.

<sup>2</sup> Cal. Penal Code section 70.

<sup>3</sup> Cal. Penal Code section 68.

## SECTION 4

## GRIEVANCE PROCEDURE

### 4.1

### DEFINITION. (Revised 5/3/2023)

A grievance is an employee claim of (a) an alleged violation, misunderstanding, or misinterpretation of a specific section of the Memorandum of Understanding, or (b) any matter within the scope of the Meyers-Milias-Brown Act, or (c) any disciplinary action or demotion, except for separations covered by Section III-9.3 (Layoff and Recall) or discipline involving individuals appointed to the classifications identified in Section III-3.3(c). The parties recognize that disputes should be resolved expeditiously at the lowest possible administrative level. Herein is a systematic procedure for obtaining consideration of grievances.

### 4.2

### STEPS IN THE GRIEVANCE PROCEDURE.

**STEP 1.** An employee who believes he or she has a grievance will first discuss the grievance with his or her immediate supervisor. The employee must report the grievance to the supervisor within ten (10) working days after the occurrence. After meeting with the employee and attempting to resolve the issue, the supervisor will discuss the decision with the employee within ten (10) working days of the submission of the grievance.

**STEP 2.** If the employee is not satisfied with the decision at STEP 1, the employee may submit the grievance in writing within ten (10) working days to the Division Director. The written grievance will specify the particulars of the matter including specifically citing articles. The Association will be given written notice of grievances taken to STEP 2. The Division Director or a designee will discuss the grievance with the employee, attempting to resolve the issue, and will render a decision to the employee in writing within ten (10) working days of the submission of the grievance.

**STEP 3.** If the employee is not satisfied with the division's decision, the employee may submit the grievance in writing within ten (10) working days to the Air Pollution Control Officer. The written grievance will specify the same particulars of the matter including specific articles. The Air Pollution Control Officer or designee will discuss the grievance with the employee, attempting to resolve the issue, and will render a decision to the employee in writing within ten (10) working days of the submission of grievance.

**STEP 4.** If the employee is not satisfied with the Air Pollution Control Officer's decision, the employee may within ten (10) working days request of the APCO that the grievance be heard before an impartial grievance advisor. The written grievance will specify the same particulars of the matter including specific articles. Within ten (10) working days of receipt of such request, the APCO shall notify the appropriate agency with a request that copies of all future correspondence be sent to the grievant or grievant's representative.

The grievance advisor will be selected mutually by the District and the employee. The District and the employee will select a grievance advisor from the American Arbitration Association or the California Conciliation Service, depending on the nature of the grievance. The rules and procedures of the American Arbitration Association or the California Conciliation Service, as applicable, will prevail, including its procedure for selecting an arbitrator who will serve in the capacity of grievance advisor.

The advisor will render a decision which will not be binding on either party. The grievance advisor will direct the decision to the grievance matter at hand and to the specific articles mentioned therein. Within five (5) working days of

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## PERSONNEL POLICIES & PROCEDURES

### SECTION 4

### GRIEVANCE PROCEDURE

receipt of the advisor's decision, the APCO will review the findings and inform the employee of his decision.

The costs incurred for the grievance advisor will be borne equally by both parties to the grievance.

**STEP 5.** If the employee is not satisfied with the APCO's reconsideration, the employee may request the decision be heard by the Personnel Committee of the Board of Directors. The employee will submit the grievance to the Personnel Committee within fifteen (15) working days of the APCO's reconsideration. The Personnel Committee will schedule the grievance hearing within thirty (30) working days and will render a final decision in the matter. The Personnel Committee will consider only the record of the hearing before the grievance advisor and any additional statements which the employee and the APCO may wish to make. Pursuant to Code of Civil Procedure Section 1094.6, any petition for judicial review of the Personnel Committee's decision shall be filed in the appropriate court not later than 90th day following the date on which such final decision is rendered.

#### **4.3**

#### **GENERAL PROVISIONS.**

- (a) The time limits specified above may be extended to a definite date by mutual agreement of the employee and level of supervision specified in the steps outlined above.
- (b) Employees will be assured freedom from reprisal for using the grievance procedure.
- (c) Grievances involving disciplinary actions will commence at STEP 2 of the grievance procedure, except discharge cases, which will commence at STEP 3.
- (d) Employees may request the assistance of a steward or another person in preparing and presenting the grievance.
- (e) Failure of the employee to submit the grievance within the time limits of any step of the procedure will constitute a withdrawal of the grievance. Failure of the District to comply with the time limits set forth in this Article shall automatically move the grievance to the next level in the Grievance Procedure.

#### **4.4**

#### **ASSOCIATION GRIEVANCE.**

The Association may file a grievance, pursuant to Section III-4.2 above, on an alleged violation, misunderstanding, or misinterpretation of Division III of this Administrative Code or of the Memorandum of Understanding.

#### **4.5**

#### **EMPLOYEE GRIEVANCES.**

Employees may file a grievance, pursuant to Section III-4.2 above, regarding any alleged violation, misunderstanding, or misinterpretation of any matter within the scope of the Meyers-Milias-Brown Act which includes, but is not limited to, the following provisions of Division III of this Administrative Code: Overtime; Temporary Disability Leave; Military Leave; Leave Without Pay; Extended Leave of Absence; Jury Duty; and Subpoena as a Witness. Grievances regarding discrimination shall be filed according to the procedures of Section III-5.

#### **4.6**

#### **NOTIFICATION.**

At the time an employee is summoned to a supervisor's office for the purpose of being advised on an imminent disciplinary action, the employee is to be informed as to the purpose of the meeting and of his/hers right to representation. Documents to be used in any disciplinary proceeding against an employee shall include only materials, copies of which have been given to the employee.

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### **PERSONNEL POLICIES & PROCEDURES**

#### **SECTION 4**

#### **GRIEVANCE PROCEDURE**

**SECTION 5****CLASSIFICATION PLAN****5.1****CLASSIFICATION PLAN.**

The District's Classification Plan will include the organization of positions into classes based on the assigned duties, responsibilities and qualifications necessary to successfully perform the work. Maintenance of the plan is the ongoing responsibility of the Personnel Section. The Personnel Section will audit and update the plan as necessary, in order to effectively administer the District's recruitment and selection activities, training program, compensation system, and performance evaluation program.

Recommended changes to the duties of a class shall be submitted to the APCO for approval. The APCO shall submit recommended changes to the qualifications of a class to the Board for approval.

Maintaining the Classification Plan will include the following elements:

- (a) Analyzing and documenting the scope, duties, responsibilities, and job-related qualifications of positions to be classified
- (b) Grouping positions into job classes based on the similarities of work performed and the qualifications required.
- (c) Writing descriptions for each class of positions in order to define the positions and to serve as a guide in allocating and selecting individual positions to job classes.

**5.2****NEW POSITIONS AND RECLASSIFICATIONS.**

Whenever a new position is proposed, or an existing position is recommended for reclassification, the Personnel Section will conduct a job analysis which will include analyzing and documenting the scope, duties, responsibilities, and job-related qualifications of the position to be reclassified.

The Personnel Section will develop a new class description if a position cannot be reasonably grouped into an existing class based on the similarities of work performed and qualifications required.

The Personnel Section shall submit the new class description to the appropriate management staff and the APCO for approval. The APCO shall submit the new or revised class description and the supporting information and analysis to the Board for approval. Class descriptions which have been approved by the Board shall be disseminated to appropriate personnel.

**5.3****CLASSIFICATION STUDIES.**

- (a) The Board or the APCO may require that a salary classification study be conducted to evaluate individual positions or groups of positions, classes, or class series. The District shall not conduct any salary or classification survey affecting wages, hours, or working conditions in any represented classification without meeting and conferring with the Association.
- (b) When the District initiates a classification study affecting all classifications, the District will notify the Employees' Association ten (10) days in advance of a new classification plan becoming effective.
- (c) When the District initiates a modification affecting wages, hours, or working conditions in any represented classification, the District will notify the Employees' Association within ten (10) days or as soon as practicable in advance of such modification being proposed to the Board of Directors.

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**PERSONNEL POLICIES & PROCEDURES****SECTION 5****CLASSIFICATION PLAN**

- (d) None of the recommendations resulting from the study are binding on the District. The Board may choose to implement, or not implement, any recommendation. Any changes resulting from a survey shall be incorporated as amendments to the Plan.

**5.4**

**AMENDMENTS TO THE PLAN.**

The classification plan may be amended from time to time by resolution of the Board.

The allocation of funds to a classification, or the necessity for filling a position will be at the discretion of the Board through the APCO.

**5.5**

**ALTERNATE STAFFING.**

A Division Director may request that a vacant position be filled at an “entry” Level I or an experienced “journey” Level II for those classes identified as alternately staffed classes in the class specifications, prior to recruiting for a vacancy, depending on the needs of the District.

Advancement to the Level II is not automatic; a supervisor must recommend to the APCO that an incumbent be promoted to Level II after successfully completing the probationary period, and obtaining and demonstrating the required knowledge, skills, abilities and experience, and meeting pre-identified criteria for promotion to the higher class. The Personnel Manager will review the request to determine if advancement criteria are met.

A Division Director may identify certain positions in the class which contain primarily routine and repetitive tasks as “regular” Level I positions. The “regular” or “entry” status of Level I positions will be determined prior to filling a vacancy so that an employee will know of this regular status prior to accepting the position. This determination will be so stated on the job announcement and the candidate will also be advised during the interview process. When a position is identified as a regular Level I position, the employee accepting the position cannot reasonably expect to advance to Level II while in that position.

**5.6**

**ORGANIZATION CHART**

**5.6 ORGANIZATION CHART (continued)**

**5.6 ORGANIZATION CHART (continued)**

## 5.7 SERIES GROUPS.

### Clerical Category

#### Legal Services Classes (Revised 3/6/96)

Legal Office Services Specialist	Lead	Supervising
Legal Secretary II	Journey	Senior
Legal Secretary I	Entry	Journey

#### Secretarial Classes

Executive Secretary	Senior	Supervising
Administrative Secretary	Journey	Principal Enforcement Program Spec
Secretary	Entry	Lead

#### Office Assistant Classes

Office Services Supervisor	Supervising	Supervising
Senior Office Assistant	Senior	Senior
Data Entry Operator	Journey	Senior Enforcement Program Spec.
Office Assistant II	Journey	Enforcement Program Specialist II
Office Assistant I	Entry	Enforcement Program Specialist I

#### Accounting Assistant Classes

Senior Accounting Assistant	Senior	Supervising
Accounting Assistant II	Journey	Senior
Accounting Assistant I	Entry	Senior Enforcement Program Spec.

#### Clerk of The Boards

Deputy Clerk of The Boards	Senior	Supervising
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#### Special Classes (Revised 3/6/96)

Supv. Radio/Telephone Operator	Supervising	Supervising
Radio/Telephone Operator	Senior	Senior

### Technical Category

#### Air Quality Inspector Classes

Supv. Air Quality Inspector	Supervising
Senior Air Quality Inspector	Senior
Air Quality Inspector II	Journey
Air Quality Inspector I	Entry

#### Enforcement Program Specialist Classes (Revised 3/6/96)

Enforcement Program Supervisor	Supervising
Principal Enforcement Program Spec	Lead
Senior Enforcement Program Spec.	Senior
Enforcement Program Specialist II	Journey
Enforcement Program Specialist I	Entry

#### Air Quality Instrument Specialist Classes

Supv. Air Quality Instrument Spec.	Supervising
Senior Air Quality Instrument Spec.	Senior
Air Quality Instrument Specialist II	Journey
Air Quality Instrument Specialist I	Entry

#### Air Quality Technician Classes (Revised 3/6/96)

Air Quality Permit Technician II	Journey
Air Quality Permit Technician I	Entry
Air Quality Laboratory Technician II	Journey
Air Quality Laboratory Technician I	Entry
Air Quality Technician II	Journey
Air Quality Technician I	Entry

#### Mechanic Classes

Mechanic II	Journey
Mechanic I	Entry

#### Personnel Classes (Revised 3/6/96)

Personnel Analyst	Senior
Equal Opportunity Officer	Journey
Payroll Technician	Journey
Personnel Technician II	Journey
Personnel Technician I	Entry

#### Technical Assistant Classes

Source Test Assistant II	Journey
Source Test Assistant I	Entry

#### Public Information Classes

Senior Public Information Officer	Senior
Public Information Officer II	Journey
Public Information Officer I	Entry

#### Programmer Analyst Classes

Supervising Systems Analyst	Supervising
Systems Analyst	Senior
Programmer Analyst II	Journey
Programmer Analyst I	Entry

#### Special Classes (Revised 3/6/96)

Permit Coordinator	Supervising
Legislative Analyst	Journey
Building Maintenance Mechanic	Journey

## 5.7 SERIES GROUPS (continued).

### Professional Category

#### Air Quality Engineer Classes (Revised 3/6/96)

Supv. Air Quality Engineer	Supervising
Principal Air Quality Engineer	Lead
Senior Air Quality Engineer	Senior
Air Quality Engineer II	Journey
Air Quality Engineer I	Entry

#### Environmental Planner Classes (Revised 3/6/96)

Supv. Environmental Planner	Supervising
Principal Environmental Planner	Lead
Senior Environmental Planner	Senior
Environmental Planner II	Journey
Environmental Planner I	Entry

#### Air Quality Meteorologist Classes

Senior Air Quality Meteorologist	Senior
Air Quality Meteorologist II	Journey
Air Quality Meteorologist I	Entry

#### Atmospheric Modeler Classes

Senior Atmospheric Modeler	Senior
Atmospheric Modeler	Journey

#### Air Quality Chemist Classes

Senior Air Quality Chemist	Senior
Air Quality Chemist II	Journey
Air Quality Chemist I	Entry

#### Specialist

Advanced Projects Advisor	Journey
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#### Single Position Classes

Toxicologist	Senior
Statistician	Senior
Research Analyst	Journey
Accountant	Journey
Library Specialist	Journey

### Management Category

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

#### Division Director

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

#### Manager

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

## **SECTION 6      SALARIES**

### **6.1            SALARIES.**

Salary schedules are subject to revision from time to time by the Board. The salary schedules will be published yearly at or near the beginning of the fiscal year.

### **6.2            SALARY STEPS.**

- (a) There are five (5) steps within the salary range for each position, with a 5% increment between the steps. The time between Entrance Step A and Step B is six (6) months of satisfactory service. The time between Step B and Step C is six (6) months of satisfactory service in Step B. The time between Step C and Step D is one (1) year of satisfactory service in Step C, and the time between Step D and Step E is one (1) year of satisfactory service in Step D.
- (b) An employee promoted to a higher position will receive the minimum salary for the higher position or at least a 5% increase above the employee's former position, whichever is higher, provided the increase is within the range of the higher position. If a promotion is awarded within thirty days of a scheduled step increase, the step increase and promotional increase will both be effective at the time of the change.
- (c) If a position is reclassified to a position having a higher salary range, the incumbent will remain in the same step of the salary range which is currently in effect.
- (d) If a position is reclassified to a position having a lower salary range, the incumbent will be Y-rated according to the provisions of Section III-6.5
- (e) If an employee is transferred, the employee will remain in the same step of the salary range effective prior to the transfer.
- (f) Any employee who has passed through the initial six month or, if extended, one year, probationary period with the District and who is promoted or transfers to another position in the District shall not be subject to any "up or out" probation. However, an employee may be terminated for cause.
- (g) If an employee is demoted for disciplinary reasons to a position having a lower salary range, the employee will remain in the same salary range step effective prior to the demotion.
- (h) If an employee is demoted because of lack of funds, the employee will be placed in the salary step which reflects the least decrease in salary. If an employee promoted to a higher class fails to pass a promotional probationary period, the employee will be returned to the former position and will revert back to the step in the salary range he/she occupied in the former position effective prior to promotion. Step increases will be awarded on the schedule appropriate to the prior position.

### **6.3            MERIT INCREASES. (Revised 12/21/94)**

Merit increases are effective on the first day of the pay period in which the employee's anniversary date falls.

### **6.4            DETERMINATION OF SALARY RATES. (Revised 12/21/94)**

- (a) **ORIGINAL APPOINTMENTS.** Unless special conditions warrant otherwise, employees will be hired at the entrance salary of the position classification. Hiring at a higher salary step will require justification from the hiring supervisor and the approval

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## **PERSONNEL POLICIES & PROCEDURES**

of the APCO for Steps B and C. Recommendation by the APCO and approval of the Personnel Committee of the Board of Directors is required for hiring at Steps D and E.

- (b) **LIMITED-TERM EMPLOYMENT.** Limited-term employees of the District are paid at the rate of the classification in which the person is employed. If a former District employee is re-hired on a temporary basis, the salary rate will be the hourly rate of the range and step the individual was receiving at the time of separation. If it is necessary to hire a limited-term employee through a temporary agency, the District will pay the appropriate agency fees. **(Revised 3/6/96)**
- (c) **TEMPORARY EMPLOYMENT OVERLAP.** Temporary employment overlap is the regular hire of a person who is to fill a position before the current incumbent has terminated. The anniversary date and all other benefits will be the same as if the person were hired to fill a vacant position.

#### **6.5**

##### **Y-RATING.**

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

#### **6.6**

##### **OVERTIME PAY/COMPENSATORY TIME.**

Classifications in the Clerical and Technical Series identified in Section III-5.7 are entitled to overtime pay.

- (a) Overtime will be paid at a rate of one and one-half (1-1/2) times the normal straight time rate for work performed in excess of eight (8), nine (9), or ten (10) hours per day (depending on the person's normal schedule) or forty (40) hours per week. This provision does not apply to employees working a schedule other than those defined in Section III-8.1.
- (b) Upon approval by the employee's Division director, eligible employees may elect compensatory time at the rate of one and one-half (1-1/2) times the overtime worked in lieu of overtime pay but not accumulate more than 240 hours of compensatory time. After 240 hours of compensatory time has been accumulated, overtime pay will be the compensation for overtime work.
- (c) Employees required to work on a designated holiday shall receive overtime pay equal to two times the employees' hourly rate of pay. For the purposes of this section, a designated holiday shall be the dates on which the holiday is observed by the District (see Section III-11.12.), except that for New Year's Day, Independence Day and Christmas Day, the designated holiday shall include the actual date of the holiday and if any of these holidays fall on a Saturday or a Sunday, the Monday or Friday on which the holiday is observed by the District.

#### **6.7**

##### **NIGHT PLUME EVALUATION TRAINING UNIT SCHEDULE.**

Employees who attend the Night Plume Evaluation Training Unit special shift shall be paid an additional \$1.00 per hour for the whole shift in addition to the employees' regular straight time pay. Night Plume Evaluation Training Unit special shift will be scheduled eight (8) hour shift to begin at 12:00 P.M. or after and end no later than 12:00 A.M. (midnight)

#### **6.8**

##### **DIFFERENTIAL PAY.**

Employees not working a regularly scheduled late shift or flex time will be compensated an additional \$1.00 per hour for hours worked between 8:00 P.M. and 6:00 A.M. Differential pay is a premium payment and is, therefore, included in the computation of overtime.

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## **PERSONNEL POLICIES & PROCEDURES**

**6.9****SHIFT DIFFERENTIAL PAY.**

A \$2.50 per hour payment shall be paid to any employee assigned regularly established shift differential assignments. For purposes of this Section, shift differential hours are 5:00 P.M. to 8:30 A.M. and all day Saturday and Sunday. Shift differential is a premium payment and is, therefore, included in the computation of overtime. The schedule for employees working a flextime or compressed schedule, as defined in Section III-8.1, shall not be considered shift differential hours.

**6.10****SALARY DEDUCTIONS.**

Salary deductions may be authorized from time to time by resolution of the Board of Directors.

- (a) Mandatory deductions include Federal Withholding Tax, State Withholding Tax, Medicare tax, if applicable, State Disability Insurance premium, and the employees' Public Employees' Retirement System contribution.
- (b) Voluntary deductions include the regular deduction of health insurance payments, life insurance payments, credit union payments, U.S. Savings Bonds and other voluntary program deductions which may be authorized by the employee.

**6.11****PAY PERIOD AND PAY DAY. (Revised 10/18/00)**

The pay period will be a two-week period beginning on Sunday and ending on Saturday. Employees will be paid biweekly no later than the Friday following the close of a pay period. If the pay day falls on a holiday, warrants will be distributed on the previous work day. Start of the pay period will be adjusted for an employee working the compressed workweek. The District shall indicate on each employee's pay check stub the following: accrued annual leave, accrued sick leave, accrued compensatory time, and accrued floating holiday time.

The District shall provide employees with the option of direct deposit of their pay checks to those banks which provide this capability.

**6.12****FINAL PAYMENTS. (Revised 7/20/94)**

- (a) **SALARY.** Final salary payments to any person who terminates will be paid within 72 hours of the last day worked. When an employee is discharged for cause, the final salary payment will be issued on the last day of employment.
- (b) **ACCRUED ANNUAL LEAVE.** An employee leaving the service of the District shall receive a single payment covering the amount of the accrued annual leave remaining on account.
- (c) **ACCRUED SICK LEAVE.** Employees leaving the service of the District will not be paid for any unused accumulated sick leave credit remaining on account. Accrued sick leave will be applied to service credit upon retirement under the PERS contract.
- (d) **FLOATING HOLIDAYS.** Floating holidays must be used within the fiscal year they are credited. An employee leaving the service of the District shall receive a single payment covering the amount of the accrued floating holidays remaining on account.
- (e) **COMPENSATORY TIME.** An employee leaving the service of the District shall receive a single payment covering the amount of accrued compensatory time remaining on account.

**6.13****SALARY ADVANCES.**

Employees may apply for a payroll advance:

- (a) The application will be accepted only after one week of a pay period has been worked.
- (b) The amount requested cannot exceed amount earned to date during the pay period.

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**PERSONNEL POLICIES & PROCEDURES**

- (c) The amount advanced must be deducted from the pay check for that pay period.
- (d) No more than two (2) such requests can be submitted annually. Exceptions may be approved by the APCO and must be announced to the Board under "Report of APCO".
- (e) Requests must be approved by the Director of Administrative Services.

**6.14 ACTING APPOINTMENTS. (Revision Approved 12/04/96; Effective 12/04/96)**

If an employee is appointed by the Air Pollution Control Officer to be acting in a higher paying job, the employee is to receive the salary during that job tenancy for the time period after the passage of fifteen (15) working days which the employee would receive if the appointment were permanent.

## **SECTION 7 EMPLOYMENT AND MERIT INCREASES**

**7.1 POLICY.**

Employment, passing of a probationary period and merit increases are based solely on merit of the individual employee. No employee is guaranteed a continuation of employment or the receiving of future salary benefits.

**7.2 ANNIVERSARY DATE.**

The anniversary date for newly hired or promoted employees is the date of hire or date of promotion. The anniversary date will be used in determining when an employee receives salary increments. Annual leave credits and sick leave credits are accrued from original date of hire. For the purposes of annual and sick leave, five (5) consecutive days (or four (4) consecutive 10-hour days) worked in a pay period will constitute working a full pay period. There will be no prorating of time for annual or sick leave for less than this minimum time per pay period.

**7.3 PROBATION PERIOD. (Revised 6/18/03)**

The probationary period is the period of employment beginning with the anniversary date and continuing for one (1) year of full-time actual and cumulative service. Any unpaid leave time taken during this period shall extend the probationary period by the amount of actual leave taken. No acting or temporary service time shall count towards fulfillment of the probationary period. While serving in a probationary period, an employee may be terminated at any time from employment by the Executive Officer/APCO or the APCO without cause and has no right to appeal or grieve the action.

Employees who change positions prior to the successful completion of their probationary period shall be required to serve a new probationary period and will not receive credit for time already served under the former position.

The Executive Officer/APCO or the APCO may extend the probationary period for up to an additional six (6) months.

A formal performance evaluation will normally be given at least once during the probationary period, usually at 6 months. During the probationary period, an employee may have his/her merit increase denied or delayed at the discretion of the Executive Officer/APCO or the APCO and has no right to appeal or grieve the action.

**7.4 PERFORMANCE EVALUATION.**

Approximately two weeks before the first day of the month in which the anniversary date and the length of service makes the employee eligible for a step increase, the supervisor will complete a performance evaluation and sign a merit increase recommendation. Employees at

the top of the salary range will continue to be evaluated yearly. Performance evaluations are a continuing responsibility of each supervisor, and each supervisor will informally discuss employees' performance as often as necessary to ensure effective work performance.

7.5

**(Deleted 12/21/94. See III-6.3)**

## **SECTION 8**

### **HOURS OF WORK**

8.1

#### **HOURS OF WORK. (Revision Approved 12/04/96; Effective 12/04/96)**

A normal workweek shall consist of five (5) consecutive eight (8) hour days, Monday through Friday. The normal workday shall be scheduled over an eight and one-half (8-1/2) hour period from 8:30 am to 5:00 pm, with one-half (1/2) hour for meals. With the approval of Management, an employee's normal workweek and/or work day can be modified to allow for flextime hours or a compressed workweek. In such a case, appropriate adjustments will be made to recognize such a normal flex or compressed day/week.

An employee shall not work any time in excess of his or her approved work schedule without prior approval of the employee's supervisor, acting supervisor or other manager in the employee's chain of command.

When an employee is away from the employee's normal duty assignment for jury duty, an all-day or multi-day meeting, a conference or to take a District-authorized class, the employee shall only be paid for the hours representing the agency at, and travel time to and from, meetings or conferences, for the hours at, and travel time to and from, a class, or for the hours at jury duty and for any travel time between the location of the jury duty and the District office or the location of the employee's normal duty assignment.

The employee is expected to make up any time that would result in the employees working less than his or her normal workweek by altering the hours worked in the remaining days of the pay period. The schedule according to which any such time will be make up will be established in consultation with the employee's supervisor. With the approval of the employee's supervisor, an employee will receive overtime/compensatory time if the time consumed by the outside activity exceeds the employee's normal workday.

8.2

#### **LUNCH PERIOD AND REST PERIOD.**

- (a) Lunch period of one-half (1/2) hour is normally taken between 12:00 and 1:00 p.m.
- (b) Rest period of one-quarter (1/4) hour is normally taken in mid-morning and mid-afternoon.
- (c) Continuation of Business. An adequate number of employees may be assigned lunch and rest periods to ensure the continuation of business.

8.3

#### **ATTENDANCE.**

- (a) Supervisors will be responsible for the daily attendance record of each employee.
- (b) An employee who is tardy shall report to the employee's supervisor as promptly as possible after beginning work.
- (c) An employee must report unscheduled leave to the District within the first hour of the work day unless an emergency prevents such reporting.
  - (1) Failure to report may result in loss of pay for the period of absences from work.
  - (2) An employee who is absent without leave and without having reported his/her absence for more than one (1) working day may be considered to have resigned and may be terminated.

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## **PERSONNEL POLICIES & PROCEDURES**

**SECTION 8**

**HOURS OF WORK**

**III - 23**

**Last revision**

**11/2023**

## 8.4

### OVERTIME. (Revised 12/21/94)

For definitional purposes, overtime is the necessary, assigned and authorized time worked in excess of 40 hours in a seven day week or 8 hours worked in a 24 hour day. A normal work day begins at 8.30 a.m. and the normal workweek is Monday through Friday. (See Section III-8.5 for compressed workweek.)

The District will provide the services required by law with an emphasis on avoiding the necessity for overtime where possible. The District is under no obligation to assure anyone of the availability of overtime work, nor is the District obligated to treat any particular kind of assignment as overtime. Therefore, the District may adjust work schedules where possible to cover work assignments as straight time work assignments.

The District recognizes that not all work matters can be scheduled during a work shift, and consequently, legitimate overtime assignments will be compensated accordingly.

For the purposes of overtime assignments, a notice to an employee to work overtime is a notice in advance if the assignment is given more than 24 hours prior to the beginning of the work to be performed. Such assignments will be considered "scheduled" overtime. An assignment given less than 24 hours in advance will be considered an "unscheduled" assignments for call-back purposes. A call-back is the unscheduled, emergency, and authorized call-back to return to work after a regular shift has been completed.

The District will make every reasonable effort to notify employees of changes in work schedules 14 days in advance of the work to be performed.

Though work schedules for most employees are within the normal work day and normal workweek, groupings of employees may occasionally or regularly have work schedules at different times. The District reserves the right to continue to change work schedules to meet operational necessities during straight time shifts.

Travel time pay is only authorized for call-back assignments. Travel time and call-back time will be compensated at the applicable rate of pay. The time employees spend traveling to a work assignment, except for qualifying call-back assignments, is not to be paid regardless of whether the employee is traveling to a scheduled overtime or straight time assignment.

(a) **Authorization** - Overtime is the necessary, assigned authorized time worked in excess of eight (8), nine (9), or ten (10) hours per day (depending on an individual's normal work schedule) or forty (40) hours per week. With regard to flex time or compressed work weeks, it is recognized that the standard work week may not be 40 hours. Any hours worked beyond whatever is necessary to fulfill the designated flex/compressed work week plan for an individual are designated as excess hours. These excess hours are to be paid as overtime or compensatory time at the rate of one and one-half times straight time.

For the purposes of this section, paid leave time shall be included in computing the forty hours per week when determining eligibility for overtime; provided, however, that an employee on a flex time or compressed schedule may, with supervisor's approval, modify a normal schedule in order to meet operational necessities, which modified schedule will then constitute a normal work time.

(b) **Call-back** - Call-back is the unscheduled, authorized call back to work before or after but not connected to the normal workday. Compensation will be based on a minimum of two hours at the applicable rate of pay.

(c) **Travel Time** - For a call-back which is not directly connected to the beginning or ending of a normal shift, the employee will receive compensation from the time the employee leaves home until the employee returns home (travel time) at the applicable rate of pay.

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## PERSONNEL POLICIES & PROCEDURES

- (d) **Distribution of Overtime** - Overtime, other than call-back, will be distributed in the following manner, consistent with District operating requirements:
- (1) When overtime is required to complete an assignment, the person given the assignment will normally continue the work.
  - (2) When unscheduled overtime is required in a supervisor's area (or an extended coverage area) to conduct an additional assignment, employees working for a supervisor (or working in an extended coverage area) will be asked first whether they wish to volunteer for the overtime work. If two or more people volunteer for the assignment, the assignment will be made based on a rotating overtime assignment schedule starting with the most senior person in the work group. If no one volunteers for the assignment, a supervisor may select an individual through the use of a lottery system or, at the discretion of management, the supervisor may select in the order of inverse seniority. Any and all of the above methods may be used to establish an order of rotation for the purposes of distribution of overtime.
  - (3) On continuing extended, overtime assignments, coverage will be assigned on a rotating basis.
  - (4) All overtime assignments will be made with due consideration for employee hardship.
  - (5) Seniority, for the purposes of overtime assignments only, is determined by the time an employee has held the position for which the overtime assignment is required.
  - (6) The District reserves the right to approve, or disapprove, all assignments with due consideration of safe work hours and excessive work schedules.
  - (7) Limited-term employees shall not be offered the opportunity to work overtime hours without first offering the overtime hours to that supervisor's regular employees and allowing those employees to decline the overtime hours.
- (e) **Distribution of Call-back**
- (1) Call-back will be distributed in the following manner:
  - (2) When call-back is required, the person normally responsible for the assignment will be given first opportunity of call-back.
  - (3) If the person normally responsible for the assignment is unavailable for call-back, then the immediate supervisor will be responsible for the assigning of call-back to other employees in the same position.
  - (4) If the immediate supervisor is unavailable for call-back, then the alternate supervisor, manager or division director will be responsible for the assignment of callback.
  - (5) The District maintains the option to deviate from this procedure based upon immediate need.

## 8.5

### **COMPRESSED WORKWEEK. (Revision Approved 12/04/96; Effective 12/04/96)**

Employees may request, subject to discretionary approvals of the immediate supervisor through the Division Director, to work a compressed workweek schedule. Compressed workweek approval shall be subject to such terms and conditions, and shall be subject to renewal annually or at such other intervals, as is deemed necessary by the Division Director to meet the operational needs of the Division. Compressed workweek approval may be

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### **PERSONNEL POLICIES & PROCEDURES**

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#### **HOURS OF WORK**

withdrawn at any time in order to meet the operational needs of the District, and employees who fail to maintain an acceptable level of performance and productivity will be withdrawn from a compressed workweek schedule.

A compressed workweek schedule will consist of either four 10-hour days, or eight 9-hour days and one 8-hour day every two weeks. Work hours on a compressed schedule will commence not earlier than 7:00 AM and not later than 9:00 AM. However, exceptions to this rule may be approved at the discretion of the Division Director. Employees who work a compressed workweek schedule will have the start of the workweek adjusted for the purpose of computing overtime.

When a scheduled District holiday falls on a compressed work day, the employee working a compressed schedule shall only receive credit for eight hours of holiday pay. The employee shall take the additional time off on that holiday as annual leave or as a floating holiday, or the employee shall make up the additional time off by altering the hours worked in the remaining days of the pay period in consultation with the employee's supervisor.

#### **8.6 FLEXIBLE WORK SCHEDULE. (Revision Approved 12/04/96; Effective 12/04/96)**

Employees may request, subject to discretionary approvals of the immediate supervisor through the Division Director, to work a flexible work schedule. Flexible workweek approval shall be subject to such terms and conditions, and shall be subject to renewal annually or at such other intervals, as is deemed necessary by the Division Director to meet the operational needs of the Division. Approval of a flexible work schedule may be withdrawn at any time in order to meet the operational needs of the District, and employees who fail to maintain an acceptable level of performance and productivity will be withdrawn from a flexible work schedule.

Employees on a flexible schedule will normally work a five day workweek, and may adjust their starting time to commence not earlier than 7:00 AM and not later than 9:00 AM, with the shift ending eight and one-half hours later. However, exceptions to this rule may be approved at the discretion of the Division Director.

A flexible work schedule will be determined by management considering the operational needs of the District.

#### **8.7 PART-TIME AND JOB SHARING. (Revision Approved 12/04/96; Effective 12/04/96)**

Employees may request a reduced workweek schedule or a job share arrangement. All requests will be reviewed by management considering the operational needs of the District, employee hardship or family responsibilities. Appropriate salary adjustments and benefit eligibility will be determined based on the hours worked. The APCO may, at his or her discretion, authorize or discontinue a part-time or job share arrangement.

#### **8.8 TELECOMMUTING. (Revision Approved 12/04/96; Effective 12/04/96)**

Telecommuting is a working arrangement in which an employee sometimes works away from the District's central office. An employee may apply to telecommute, subject to approvals of the immediate supervisor through the Division Director. Telecommuting is a privilege which the District has the right to refuse or to terminate at any time. An employee also has the right to refuse to telecommute or to withdraw from the program at any time. Approval to telecommute shall be subject to such terms and conditions, and shall be subject to renewal annually or at such other interval, as is deemed necessary by the Division Director to meet the operational needs of the division. Employees who fail to maintain an acceptable level of performance and productivity will be withdrawn from telecommute status.

Telecommuting is voluntary, and should be mutually beneficial to both the employee and the District. An employee's choice to telecommute or not shall have no adverse effects with

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## **PERSONNEL POLICIES & PROCEDURES**

regard to advancement or any other aspect of the employee's standing. An employee approved to telecommute will be required to read and sign the Telecommuting Agreement.

All pay, compensation, and normal employee benefits shall be identical whether an employee telecommutes or works at the central office. There will be no diminution from the norm in either an employee's work products or hours when the employee telecommutes.

The telecommuting employee will not provide primary care to others during at-home working hours. Telecommuters must be available to come to the office if requested to do so.

The employee and the employee's supervisor will establish terms of availability or access to the employee while away from the office. In all cases, telecommuters shall make provisions that provide sufficient communication with the office and the public to meet District Goals. The number of days per week on which an employee may be authorized to telecommute shall be at the discretion of the employee's Division Director.

Supervisors who telecommute shall make provisions for adequate supervision of staff while the supervisor is away from the office.

In addition to regularly scheduled telecommuting arrangements, other employees may apply to telecommute on an episodic basis for limited time periods.

Telecommuters are required to provide whatever equipment is necessary to do their job as well at their home in the same manner as if they were in the central office. The employee is responsible for the purchase and maintenance of all equipment (both hardware and software).

The District will provide training to both telecommuting employees and their supervisors. The District will also sponsor focus groups for the telecommuters and their supervisors on an as-needed basis.

## **SECTION 9      SEPARATIONS**

### **9.1**

#### **RESIGNATION.**

An employee submitting a resignation is requested to give at least two weeks notice which allows for the orderly transferring of work assignments and for recruiting of replacement employees.

### **9.2**

#### **DISMISSAL. (Revised 5/3/2023)**

- (a) The Appointing Authority (APCO or District Counsel) may, for good and sufficient reason, take any or all necessary disciplinary actions including discharge to ensure the continuity and integrity of the District's functions and work place.
- (b) A non-probationary employee whose employment is terminated because of unsatisfactory service, misconduct, or for other just causes shall be given written notice stating the reasons for dismissal, and may be given two (2) weeks' notice before the date on which the employee's services will be terminated. However, (1) Employees terminated for misconduct such as drinking or being intoxicated on the job, fighting, theft, creating a severe safety hazard, gross negligence, or other acts of serious misconduct, (2) Probationary Employees, and (3) "At Will" employees in the classifications identified in Section III-3.3(c) may be dismissed without prior notice.
- (c) Individuals serving in at-will positions pursuant to Section III-3.3(c) serve at the will of the appointing authority and may be separated for any reason or for no reason, with or without prior notice, and with no right to appeal or grieve any disciplinary action. In addition, appointments to positions in the classifications identified in Section III-3.3(c) may be for a fixed term of employment and the incumbent will be separated at the

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## **PERSONNEL POLICIES & PROCEDURES**

### **SECTION 9**

#### **SEPARATIONS**

expiration of that term (unless the employee has return rights to a prior position pursuant to Section III-3.3(d) or said term is extended by the identified appointing authority). Except as expressly provided in Section III-3.3(d), individuals separated from a position in the classifications identified in Section III-3.3(c) shall have no right to return to any other District position, regardless of seniority or tenure.

### **9.3.**

#### **LAY-OFF AND RECALL.**

When a reduction in work force becomes necessary for any reason such as lack of funds or lack of work, the following steps in the layoff and recall procedure will be followed:

- (a) Layoffs within a classification will be in reverse order of District employment seniority. (For the purpose of this Section, District employment seniority is the seniority gained based on overall employment with the District).
- (b) An employee (A) who is to be laid off may displace an employee (B) within a similar or lower paying classification provided:
  - (1) Employee (A) has held a position in the classification in question or if employee (A) has not held a position in the classification, holds a position in one of the identifiable job clusters class series and,
  - (2) Employee (A) has greater District employment seniority than employee (B) and,
  - (3) Employee (A) has the skills and meets the qualifications of the classification in question and,
  - (4) The operating requirements of the District are maintained.
- (c) Employees who are laid off or displace others in lieu of layoff will be placed on a recall list for eighteen (18) months during which service time in the former classification will be preserved but not accrued.
- (d) Employees will be recalled to their former classification in reverse order of layoff provided they respond to the notice of a classification opening by notifying the District of their intent to return within the 5 days of receipt of such a notice and return to work within fifteen (15) calendar days of the receipt of such notice.
- (e) If a policy of layoff by reverse seniority is held to be contrary to the principles of equal opportunity employment or affirmative action by virtue of adjudication by a court of competent jurisdiction or by legislative determination, then this Section shall be void, and the parties hereto shall meet and confer regarding a new and legally acceptable policy at the earliest practicable time.
- (f) To the extent possible, the District will attempt to give an employee 30 days written notice prior to the effective layoff date.
- (g) The District will furnish a list of employees to be laid off to recognized employee organization(s) at the same time employee(s) is/are given the written notice(s).
- (h) An employee's name shall be removed from the recall list only when the employee refuses an offer to be returned to the employee's former position.
- (i) A change in job title shall not affect an employee's recall rights.

### **9.4**

#### **SUSPENSION.**

- (a) Suspensions from work without pay may be imposed for disciplinary reasons for a period not to exceed thirty (30) days.
- (b) The authority for suspension rests with the APCO.

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## **PERSONNEL POLICIES & PROCEDURES**

**9.5****RETIREMENT.**

Retirement is the voluntary separation of an employee from service of the District after the employee has earned a Service Retirement Allowance under the State of California Public Employees' Retirement System.

**SECTION 10****FRINGE BENEFITS****10.1****HEALTH INSURANCE.**

This District shall provide health insurance coverage through the Public Employees Medical and Hospital Care Program for employees and their eligible dependents. Health insurance coverage continues for retired employees

**10.2****DENTAL INSURANCE.**

The District shall provide dental insurance coverage through Delta Dental Plan of California for employees. Optional coverage is available for eligible dependents and for Domestic Partners where an employee has filed a confidential Declaration of Domestic Partnership with the Personnel Section. Dental insurance coverage continues for retired employees.

**10.3****VISION CARE. (Revised 9/6/95)**

Vision care is provided by Vision Service Plan. Vision coverage for employees is mandatory. Optional coverage is available for eligible dependents and for Domestic Partners where an employee has filed a confidential Declaration of Domestic Partnership with the Personnel Section. Vision care coverage for dependents must be elected at the time of enrollment. Benefits include examinations, lenses and frames at specified service intervals. Vision care coverage continues for employees who retire on or after July 1, 1995.

**10.4****LIFE INSURANCE.**

The District provides life insurance coverage for employees. The life insurance amount is based on annual salary. Optional Additional Contributory Life and Dependent Life Insurance is also available to employees. Life insurance coverage continues for retired employees.

**10.5****LONG TERM DISABILITY INSURANCE.**

The District shall provide Long Term Disability Insurance which partially replaces lost income on or off the job, for employees who become disabled and meet the eligibility requirements.

**10.6****INSURANCE CONTINUATION.**

An employee who is ill or injured and is eligible for either Workers' Compensation or State Disability Insurance, and on medical leave may continue group insurance coverage. The District will continue to pay its portion of the coverage.

**10.7****HEALTH AND DENTAL COVERAGE AFTER RETIREMENT.**

Health care coverage after retirement will be governed by the provisions of the Public Employees' Medical and Hospital Care Act. Dental care coverage after retirement will be governed by the Delta Dental Plan of California contract.

**10.8****PREMIUM REQUIREMENTS. (Revised 10/18/00)**

Commencing on July 1, 2000 and every fiscal year thereafter, unless otherwise modified by the Board of Directors, the District shall provide up to a maximum of \$627.00 per month for each management employee and \$576.00 per month for each confidential employee for payment of premiums for Health, Dental, Vision and additional Life insurance coverage, as

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**PERSONNEL POLICIES & PROCEDURES**

set forth in Sections III-10.1 through 4 provided that each employee must elect individual dental coverage.

**10.9 STATE DISABILITY INSURANCE.**

Each employee is covered by State Disability Insurance. Premiums are paid by the employee. The District's sick leave payments are integrated with any payments received by the employee from State Disability Insurance. The District shall provide state disability insurance for non-industrial illness or injury. The cost of SDI is deducted from the employee's pay. State Disability Insurance is integrated with the employee's leave time. Employees shall not be entitled to receive more than one hundred percent (100%) of pay when SDI and leave time are combined. The administration of the State Disability Insurance program is solely the responsibility of the State of California. The District is not responsible for benefit leaves, the duration of benefits, or the eligibility of District employees for benefits.

**10.10 WORKERS' COMPENSATION.**

Employees injured on the job and accepted for Workers' Compensation will not be required to use sick leave for the period from the 1st through the 90th calendar day. This period will begin the day following the date of injury or the date Workers' Compensation approved the absence from work, whichever date begins the absence from work. The period will apply only once per injury. The date of injury will be paid as a day worked for pay purposes.

**10.11 PUBLIC EMPLOYEES' RETIREMENT SYSTEM.**

(a) **Pick-Up of Employee Contributions**

- (1) The District shall make employee contributions on behalf of employees, and such contribution shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the District in lieu of employee contributions.
- (2) Employee contributions made under Paragraph A of this Article shall be paid from the same source of funds as used in paying the wages to affected employees.
- (3) Employee contributions made by the employer under Paragraph A of this Article shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.
- (4) The employee does not have the option to receive the District-contributed amounts paid directly instead of having them paid to the retirement system.

(b) **Wage Adjustment**

Notwithstanding any provision on the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the District pursuant to the provisions hereof.

(c) **Limitations to Operability**

This Subsection 10.11 shall be operative only as long as the District pick-up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

**10.12 CREDIT UNION.**

Employees may become members in the San Francisco City Employees' Credit Union.

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**PERSONNEL POLICIES & PROCEDURES**

**10.13 EMPLOYEE ASSISTANCE PROGRAM.**

The District shall offer an employee assistance program to employees and members of their household through Personal Performance Consultants. The Employee Assistance program provides professional, confidential counseling service at no cost to the employee.

**10.14 TRANSIT SUBSIDY / CARPOOL SUBSIDY. (Revised 9/6/95)**

Consistent with the District's efforts to promote the use of public transportation and to reduce the number of single-occupant automobiles during commute hours, full-time District employees are eligible for a transit or a carpool subsidy. Use of the passes, or tickets, is confined to the employee during commute hours.

The District will provide transit ticket or passes, up to a maximum value per month or, at the option of the employee, the District will allow a per-day amount up to a maximum per-month per-carpool amount, for the reimbursement to the vehicle owner of commute carpooling expenses and per-day amount to District employees commuting in a carpool (carpool is three or more persons, at least two of which must be District employees).

Procurement of the transit passes is the obligation of the individual employee. No funding will be advanced by the District. Transit tickets or passes for a given month will be made available to eligible District employees at the District's office on a designated day prior to the beginning of that month.

Carpool reimbursement will be made on a monthly basis. No funding will be advanced by the District. In order to receive the carpool subsidy, the employee must certify to the Director of Administrative Services, no later than the 10th day of each month, the number of days carpooled the previous month and the names of the persons who participated in the carpool.

**10.15 DEFERRED COMPENSATION.**

The District shall offer employees the opportunity to participate in a Section 457 deferred compensation plan. The plan allows employees to invest a portion of salary which is tax deferred until such time as the employee withdraws the funds.

**10.16 JOB-RELATED EDUCATIONAL PURSUITS. (Revised 12/21/94)**

(a) **EDUCATIONAL LEAVE** - Division Directors may, at their complete discretion, permit employees to attend job related educational pursuits during business hours to a maximum of ten (10) hours per week provided normal workloads can be accomplished and provided the time is made up as soon as practicable.

(b) **JOB RELATED EDUCATIONAL PURSUITS (Revised 9/6/95)**

(1) For the purposes of this section "job related educational pursuits" is defined as education which either maintains or improves an employee's job skills as they relate to an employee's current position.

To receive reimbursement, an employee must be enrolled at an accredited college or university in an undergraduate or graduate degree program, or in a certificate program; courses taken must contribute to progress towards the degree or certificate.

To qualify for reimbursement under this Section 10.16 participation in certificate programs is subject to prior approval by the District's Personnel Manager. Certificate programs in which an employee's participation will normally be approvable shall include, but not be limited to, environmental management certificate programs offered by the University of California or other colleges and universities, and coursework leading to a professional license which relates to the work of the District (such as a P.E. license).

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**PERSONNEL POLICIES & PROCEDURES**

- (2) The District shall yearly apportion an amount to allow for reimbursements per employee for those employees who attend and successfully complete job related educational courses or seminars. Such reimbursement will be paid upon proof of completion of any approved course. Employees wishing to take educational or other professional courses must obtain prior approval from the District's Personnel Manager before taking the course in order to be reimbursed.
  - (3) Upon proof of completion of a course (grade "C" or better, "pass", "credit", or other indication of satisfactory completion of the course) the District will reimburse the employee for the course cost and related materials (books, required supplies, lab fees, etc.) up to the prescribed limit.
- (c) **SKILLS ENHANCEMENT PURSUITS**
- (1) For the purposes of this section "skills enhancement educational pursuits" is defined to include educational courses and other skills enhancement courses that may or may not be related to an employee's current position, but reasonably relate to the District's work in general and will enhance an employee's skills and may allow for further advancement or promotion at the District.
  - (2) The District shall yearly apportion an amount to allow for reimbursements per employee for those employees who attend and successfully complete skills enhancement courses. Such reimbursement will be paid upon proof of completion in any approved course. Employees wishing to take skills enhancement courses must obtain prior approval from the District's Personnel Manager before taking the course in order to be reimbursed.
  - (3) Upon proof of completion of a course (grade "C" or better, "pass", "credit", or other indication of satisfactory completion of the course) the District will reimburse the employee for the course cost and related materials (books, required supplies, lab fees, etc.) up to the prescribed limit.

**10.17 DEPENDENT CARE ASSISTANCE PLAN AND MEDICAL CARE REIMBURSEMENT ACCOUNT PLANS. (Revised 10/1/03)**

The District's Dependent Care Assistance Plan allows employees to set aside pre-tax dollars to pay for eligible expenses for dependent care. The Medical Care Reimbursement Account plan allows employees to set aside pre-tax dollars to pay for eligible medical expenses that are not covered by medical, dental, and vision insurance benefits.

**10.18 SOCIAL SECURITY REPLACEMENT BENEFITS.**

- (a) The District's Board of Directors has adopted and implemented a package of benefits designed to replace to the fullest extent possible those benefits formerly provided under the employer-employee jointly funded federal program commonly known as Social Security. These replacement benefits include the following:
  - (1) Special retirement and disability benefits under PERS. (See Resolution No. 1289, December 17, 1980.)
  - (2) Life insurance coverage for employees is as specified in the contracts. The contracts are available in the Personnel Office.
  - (3) A portion of long term disability coverage at the level of 66 2/3% of monthly salary to a maximum benefit of \$4,000. (Revised 3/6/96)
  - (4) Qualified pension plan contribution of \$62.50 per month credited to each full-time regular employee's account. (See Resolution No. 1345, August 5, 1981.)
- (b) It is the intention of the Board of Directors that the cost of these benefits in subsequent years be less than and in no event exceed the amount which would have been required

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**PERSONNEL POLICIES & PROCEDURES**

as the employer contribution to Social Security. It is further the intention of the Board that contributions to the qualified pension plan be reduced if necessary to accomplish the cost-limit objective.

- (c) The Board specifically reserves the right, subject to meet and confer to adjust and alter the benefits described above so as to achieve a result which most effectively meets the needs of employees in an equitable manner without adding costs to the District.

#### **10.20 GUARANTEED RIDE HOME (GRH). (Revised 7/20/94)**

The District shall provide a Guaranteed Ride Home (GRH) to all employees who contribute to the District's Employer Based Trip Reduction (EBTR) goals.

A Guaranteed Ride Home is one of the following:

- (a) Reimbursement for use of the fare for mass transit between the District and the employee's home.
- (b) If the employee's commute does not reasonably accommodate mass transit, the employee may use a pool vehicle from the employee's Division vehicle pool, if one is available. "Reasonably Accommodate" means that use of mass transit will require no more than one transfer between transit vehicles (SF Muni to BART does not count as a transfer), and that the employee expects to leave the office before 7:00 PM or 1 hour after sundown (whichever is later). The vehicle will be returned to the pool coordinator on the employee's next working day.
- (c) If the employee's commute does not reasonably accommodate mass transit, and if there are no available vehicles in the employee's Division vehicle pool, the employee may use a pool vehicle from the District vehicle pool, if one is available. The vehicle will be returned to the Facilities Manager on the employee's next working day.

In order to contribute to the District's EBTR goals, an employee must commit to routine use of an alternative means of commuting to the District by submitting a certification ("GRH Certificate") to the District Transit coordinator. The GRH Certificate must indicate whether or not the employee's commute reasonably accommodates the use of transit. Routine use means use of one or more of the following commute methods as the principal means of transportation for both in-bound and out-bound commute trips at least ten times per month:

- (d) Carpool or rideshare, where the vehicle contains three or more occupants.
- (e) Mass transit.
- (f) Emission-free transportation (walking, jogging, bicycling).

An employee may use a Guaranteed Ride Home for any of the following reasons:

- (g) The employee has a family emergency that requires the employee to leave work early.
- (h) The employee is required to work unscheduled overtime.
- (i) The employee is unable to complete the trip home due to a breakdown of the employee's normal mode of transport.
- (j) The employee has received an on-the-job injury that prevents the employee from reasonably using the normal method of transportation.
- (k) The employee's carpool has left early or late due to one of the above circumstances.

The procedure for using a Guaranteed Ride Home is as follows:

- (l) For transit reimbursement, the employee shall request reimbursement on his/her first working day following use of a Guaranteed Ride Home.

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#### **PERSONNEL POLICIES & PROCEDURES**

- (m) For use of a pool vehicle, the employee shall contact the Division Pool Coordinator to determine whether or not a Division Pool Vehicle is available; if not, the employee shall contact the Facilities Manager to determine whether or not a District pool vehicle is available.
 

The pool coordinator or Facility Manager shall verify that the Employee has submitted a GRH Certificate to the Transit coordinator; if so, a vehicle will be provided to the employee if one is available.

The employee shall make sure that the vehicle will not be locked up when needed.

The employee shall return the vehicle and the keys on his/her next working day.
- (n) On the his/her first working day following use of a Guaranteed Ride Home, the employee shall submit to the Transit Coordinator a memorandum describing the form(s) of transit taken, the fare(s) paid, and the qualifying reason for the Ride Home.

## **SECTION 11      LEAVE AND HOLIDAYS**

### **11.1**

#### **ANNUAL LEAVE.**

- (a) An employee will earn annual leave credits at the rate of 3.69 hours per pay period (approximately one day per month) for the first three years of employment. Annual leave will accrue but cannot be taken until the successful completion of six months' service. If an employee's annual leave accrual rate changes during a pay period, the new rate will be credited from the first day of that period. **(Revised 12/21/94)**
- (b) An employee with more than three and up to five years of employment will earn annual leave at the rate of 4.64 hours per pay period (approximately 1-1/4 days per month).
- (c) An employee with more than five and up to ten years of employment will earn annual leave at the rate of 5.52 hours per pay period (approximately 1-1/2 days per month).
- (d) An employee with ten years or more of employment will earn annual leave at the rate of 6.48 hours per pay period (approximately 1-3/4 days per month).
- (e) An employee with more than twenty years and up to thirty years of employment will earn annual leave at the rate of 7.69 hours per pay period (approximately 2 days per month). **(Revision Approved 6/19/96; Effective 7/01/96)**
- (f) An employee with thirty or more years of employment will earn annual leave at the rate of 9.23 hours per pay period (approximately 2-1/2 days per month).
- (g) Annual leave will be normally scheduled in advance by the employee's immediate supervisor, in consideration of the operating requirements of the section and the division. However, in an emergency situation, annual leave will be authorized so long as the employee's immediate supervisor is notified in advance.
- (h) The maximum accumulation of annual leave is forty (40) working days as of the end of the calendar year. Use of annual leave of more than twenty (20) days must be scheduled and approved by the Air Pollution Control Officer.
- (i) For the purposes of determining the rate of annual leave, accumulated service within the District will be used less any time for leave of absence in excess of two pay periods.
- (j) If a pay day falls during an employee's vacation, the employee may receive a partial pay warrant for the pay period. The employee may pick up the warrant three (3) days prior to beginning vacation, provided two weeks' notice is given to the payroll clerk.

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#### **PERSONNEL POLICIES & PROCEDURES**

## **11.2 SICK LEAVE.**

- (a) Coverage - Sick leave is granted leave to cover authorized absence by an employee unable to work for any of the following reasons:
  - (1) Personal injury or illness, pregnancy, childbirth, or pregnancy-related disability.
  - (2) Exposure to contagious disease requiring quarantine.
  - (3) When the employee is required to attend to a member of the immediate family for reason stated in (1) above, to a maximum of ten (10) days per year.  
**(Revised 9/6/95)**
  - (4) For the purpose of this section, immediate family will include: mother, father, spouse, domestic partner, children, brother, sister, grandparents and grandchildren of the employee, relatives by marriage including mother-, father-, brother-, sister-, son-, and daughter-in-law, and the following domestic partner loved ones: mother, father, brother, sister, son and daughter. **(Revision Approved 12/04/96; Effective 12/04/96)**
  - (5) Appointments for dental, eye, and other medical examinations.
- (b) Allowance - Employees will earn sick leave at the rate of 3.69 hours per pay period. There is no limit to the amount of sick leave which may be accumulated. Employees are eligible to use sick leave as it is earned.
- (c) Coordination with State Disability Insurance - Sick leave will be integrated with State Disability Insurance as soon as eligibility for such benefits is established.
- (d) Job-Related Injury - Employees injured on the job and accepted for Workers' Compensation will not be required to use sick leave for the period from the 1st through the 90th calendar day. This period will begin the day following the date of injury or the date Workers' Compensation approved the absence from work, whichever date begins the absence from work. The period will apply only once per injury. The date of injury will be paid as a day worked for pay purposes.
- (e) Holiday During a Sick Leave Period - If a holiday occurs during a continuous period of authorized sick leave, the holiday will not be counted as a day of sick leave.
- (f) Blood Donations - Employees may take up to two (2) hours to donate blood to the District's account or to a specific person's account to a maximum of twice a year without loss of sick leave credits. Such leave must be approved in advance and consistent with District operating requirements.

## **11.3. BEREAVEMENT LEAVE.**

- (a) When a death occurs in the immediate family of an employee, the employee may take three consecutive days off, counting the day of the funeral, without loss of pay.
- (b) If the employee is the family member required to make the family arrangements for the funeral and burial (or equivalent ceremony), the employee may take up to five (5) days off without loss of pay to make such arrangements. Such time shall include all time for travel.
- (c) For the purpose of this Article, immediate family is defined the same as in Section III-11.2(a)(4).

## **11.4 TEMPORARY DISABILITY LEAVE. (Revised 12/21/94)**

An employee who becomes temporarily disabled for valid medical reasons including illness, injury, or other medical reasons (other than pregnancy), is entitled to a temporary disability

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### **PERSONNEL POLICIES & PROCEDURES**

leave for any period of actual disability for up to a total of six (6) months. Leave in excess of six (6) months may be granted under a leave of absence (see Section 11.8 below).

Before taking unpaid leave, the employee must use all available sick leave except for 80 hours that may be retained or used at the employee's discretion. An employee has the option to use his/her accrued annual leave and floating holiday leave during the disability period. State Disability Insurance benefits received by the employee will be converted to sick leave hours and credited to the employee's sick leave accrual balance. Sick leave and annual leave compensation will be coordinated with State Disability Insurance benefits.

Temporary disability leave grants the employee rights to return to the same position the employee held prior to the leave, or to a comparable position in the same job classification and at the same pay grade.

An employee on temporary disability leave continues to receive benefits described in Section 10, except that an employee on temporary disability leave without pay for 80 hours or more during a fiscal year will not accrue annual or sick leave, receive transit subsidy, or receive educational reimbursement, unless the course was approved prior to the commencement of the leave. However, an employee will continue to accrue annual and sick leave if on temporary disability leave due to an injury sustained while on the job, provided that the period of the leave is covered by an approved Worker's Compensation claim. Employee and employer contributions to PERS are not paid during unpaid portions of temporary disability leave. Temporary disability leave is not considered a break in service.

To enable an employee who is temporarily disabled to return to work as soon as possible, the employee may request a transfer to a less hazardous or strenuous position for the duration of the disability. The APCO will grant such a request if it can be reasonably accommodated. The request for a transfer must be based on the advice of the employee's health care provider.

Temporary disability leave, unlike pregnancy disability leave, runs concurrently with leave taken under the Family Care and Medical Leave provision of Section 11.7 below.

An employee who plans to take a disability leave must give reasonable notice of the date the leave will commence and the estimated duration of the leave. The employee shall provide a medical certification from the employee's health care provider to the Personnel Section within one week after the commencement of any temporary disability leave, and shall provide a supplemental medical certification at least once every four weeks thereafter. In the case of a severe or extended illness, the APCO may waive the requirement to provide supplemental medical certifications.

## **11.5**

### **MILITARY LEAVE. (Revised 1/6/10)**

Military leave is governed by the Military and Veterans Code of the State of California and the federal Uniformed Services Employment and Reemployment Rights Act.

## **11.6**

### **LEAVE WITHOUT PAY. (Revised 12/21/94)**

Regular full-time or part-time and probationary employees may be granted a leave without pay for non-medical reasons. Such leave will be granted at the discretion of the APCO.

Leave may be granted for any period of time up to thirty (30) calendar days and may be extended for one (1) to ten (10) additional working days. A working day is any day that the District office is open for business. A return to work of one full day is considered as ending a leave period. Additional time after this day will be requested as a new and separate leave.

An employee on leave without pay continues to receive benefits described in Section 10, except that an employee on leave without pay for more than 80 hours during a fiscal year will not accrue annual or sick leave for the period of leave without pay in excess of 80 hours, and will not receive transit subsidy, or receive educational reimbursement, unless the course was approved prior to the commencement of the leave. Employee and employer contributions to

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## **PERSONNEL POLICIES & PROCEDURES**

### **SECTION 11**

#### **LEAVE AND HOLIDAYS**

PERS are not paid during leave without pay. A leave without pay is not considered as a break in service, and the employee is assured return to the same position, or to a comparable position in the same job classification and at the same pay grade.

## 11.7

### **FAMILY CARE AND MEDICAL LEAVE. (Revised 1/6/10)**

#### Reasons for Taking Family Care and Medical Leave

Eligible employees can take Family Care and Medical Leave for any of the following reasons:

1. Birth of an employee's child.
2. Placement of a child with an employee for adoption or foster care.
3. Due to the employee's own serious health condition.
4. To care for a spouse, domestic partner, child or parent with a serious health condition.
5. Due to a qualifying exigency arising out of the fact an employee's spouse, domestic partner, child or parent is on active military duty or has been notified of an impending order to active duty ("Qualifying exigency leave").
6. To care for a current member of the Armed Forces, National Guard or Reserves who has a serious injury or illness if the employee is the spouse, domestic partner, child, parent or next of kin of the servicemember ("Military caregiver leave").

#### Amount of Leave

Eligible full-time employees are entitled to up to 12 workweeks (480 hours) of family care and medical leave in a 12 month period when the leave is taken for reasons 1 through 5 above. The 12 month period begins on the first date family care and medical leave is taken.

Eligible full-time employees are entitled to up to 26 workweeks (1040 hours) of military caregiver leave within a single 12 month period. Unlike other types of family medical leave, military caregiver leave is a one time entitlement only; it does not renew annually.

An eligible employee may combine military caregiver leave with traditional family medical leave during a single 12 month period; however, the employee is limited to taking a maximum of 26 weeks of leave in such circumstances.

#### Intermittent or Reduced Schedule Leave

When necessary, family care and medical leave may be taken intermittently or the employee may be authorized to work on a reduced schedule. The District may require the employee to provide certification supporting the need for intermittent or reduced schedule leave.

Employees are required to make a reasonable effort to schedule intermittent leave so as not to disrupt the District's operations.

When an employee is taking intermittent leave or working a reduced schedule, the employee may be transferred to an alternate position, with equivalent pay and benefits, that accommodates the periods of leave better than the employee's regular position.

Earned benefits shall be reduced for an employee with a reduced work schedule, if the reduction is one which is normally made for part-time employees.

#### Eligibility

An employee is eligible for family care and medical leave if he or she has been employed by the District for at least 12 months and has performed work for at least 1250 hours during the 12 months preceding the leave period.

An employee who works part-time is eligible for family care and medical leave if he or she has been employed for at least 12 months. For eligibility purposes, the hours of work performed for by a part-time employee will be calculated on a pro-rata or proportional basis.

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## PERSONNEL POLICIES & PROCEDURES

### SECTION 11

### LEAVE AND HOLIDAYS

Leave entitlement is equal to the sum of work hours and paid leave, including paid or unpaid pregnancy disability leave, during the twelve week period immediately preceding the first request for family care and medical leave, to a maximum of 480 hours.

#### Use of Accruals

Family care and medical leave is unpaid

An employee who is taking family care and medical leave to care for an eligible family member, for the birth or placement of a child, or for a qualifying exigency must use all accrued annual leave and floating holidays, except for 80 hours that may be retained or used at the employee's discretion. An employee may also use sick leave in an amount not less than the sick leave that would accrue during six months of the employee's current rate of entitlement when leave is taken to care for an ill family member.

An employee who is taking leave due to the employee's own serious health condition must use all available sick leave, except for 80 hours that may be retained or used at the employee's discretion. The employee is not required, but may choose to, use accrued annual leave and floating holidays during the leave.

Use of paid leave accruals during otherwise unpaid family care and medical leave does not increase the amount of leave available to an employee.

#### Notice

If possible, the employee must provide the District with at least 30 days' notice before the leave begins. If this is not possible, the employee must provide as much notice as is practicable.

To the extent that the employee's absence is the result of planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as to avoid undue disruption of the District's operations.

#### Certification

An employee will be required to submit a certification to the division director supporting the need for family care and medical leave. The content of the certification is dependent upon the type of leave being taken as described below.

- (a) For employee's own serious health condition: The certificate shall state (1) the date on which the serious health condition began; (2) the probable duration of the condition; and (3) a statement that due to the serious health condition the employee is unable to perform one or more of the essential functions of his or her position. If intermittent or reduced schedule leave is sought, the certificate must also indicate the medical necessity for the intermittent or reduced schedule leave and its expected duration.
- (b) For family member's serious health condition: The certificate shall state (1) the date on which the serious health condition began; (2) the probable duration of the condition; (3) the amount of time needed to care for the family member; and (4) a statement that the family member's condition warrants the participation of the employee to provide care. If intermittent or reduced schedule leave is sought, the certificate must also indicate that such leave is necessary for the care of the family member and the expected duration of the intermittent or reduced schedule leave.
- (c) For qualifying exigency leave: The certificate shall state (1) the name of the covered military member; (2) the employee's relationship to the military member; (3) a statement describing the reason for requesting qualifying exigency leave and any related supporting documentation; (4) the date on which the leave will commence; and (5) the probable duration of the leave. If intermittent or reduced schedule leave is sought, the certificate must also indicate the anticipated frequency and duration of such

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## PERSONNEL POLICIES & PROCEDURES

leave. The employee may also be required to provide a copy of the military member's active duty orders.

(d) For military caregiver leave:

1. An employee may be required to provide a certificate containing the following information: (1) the name of the servicemember; (2) the relationship of the employee to the servicemember; (3) whether the servicemember is a current member of the Armed Forces, National Guard or Reserves; (4) whether the servicemember is assigned to a military medical facility and the name of such facility; (5) whether the servicemember is on the temporary disability retired list; (6) a description of the care to be provided to the servicemember; and (7) an estimate of the duration of the leave.
2. An employee may also be required to provide a certificate from an authorized health care provider setting forth the following: (1) whether the servicemember's injury or illness was incurred in the line of duty on active duty; (2) the date on which the injury or illness began and its probable duration; (3) whether the injury or illness renders the servicemember unfit to perform his or her duties; (4) whether the servicemember is receiving medical treatment, recuperation or therapy; (5) information sufficient to establish that the servicemember is in need of care; and (6) the estimated duration of the need for care. If intermittent or reduced schedule leave is sought, the certificate must also indicate that such leave is necessary for the care of the family member and the expected duration of the intermittent or reduced schedule leave. Health care providers authorized to provide this certificate include a U.S. Department of Defense (DOD) health care provider, a U.S. Department of Veterans Affairs health care provider, a DOD TRICARE network health care provider, or a DOD non-network TRICARE health care provider.
3. In lieu of certification forms containing the information set forth above, the District will accept Invitational Travel Orders (ITOs) or Invitational Travel Authorizations (ITAs) issued to a family member of a servicemember.

All certificates will be maintained in a confidential file in the Personnel Section.

**Benefits**

Family care and medical leave will not be considered a break in service. An employee will continue to receive benefits, except that an employee on unpaid family care and medical leave for 80 hours or more during a fiscal year will not accrue annual and sick leave, receive transit, subsidy, or receive education reimbursement, unless the course was approved prior to the commencement of the leave. Employee and employer contributions to PERS are not paid during unpaid portions of family care and medical leave.

**Reinstatement**

Employees returning from family care and medical leave will be reinstated in the same position, or to a comparable position in the same job classification and at the same pay grade.

An employee who takes leave for his or her own serious health condition may be required to produce a fitness for duty certification prior to returning to work.

**Limitations on leave taken after the birth or placement of a child**

Entitlement to this leave expires at the end of the 12-month period beginning on the date of the birth or placement of the child.

If both parents are employed by the District, the aggregate number of hours to which they both are entitled is the larger of their individual entitlements.

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**PERSONNEL POLICIES & PROCEDURES**

## Important Definitions

### Child:

For purposes of leave taken for birth or placement of a child or to care for a family member with a serious health condition, “child” means a biological, adopted, foster child, stepchild, legal ward, or a child for whom the employee is acting as a parent. The child must be under 18 years old or over 18 and incapable of self-care due to a physical or mental disability.

For purposes of military caregiver or qualifying exigency leave, “child” is a biological, adopted, foster child, stepchild, legal ward, or a child for whom the employee is acting as a parent who is of any age.

Next of Kin: For purposes of military caregiver leave, “next of kin” means the nearest blood relative other than the servicemember’s spouse, domestic partner, parent or child, in the following order: blood relatives who have been granted legal custody of the servicemember by court decree, siblings, grandparents, aunts and uncles, and first cousins, unless the servicemember has designated in writing another person as his or her nearest blood relative.

Serious Health Condition: An illness, injury, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice or residential health care facility, or continuing treatment or supervision by a health care provider.

### Interaction with Pregnancy Disability Leave

Pregnancy disability leave, as described in Section 11.9, may be taken in addition to family care and medical leave, and is not subtracted from the family care and medical leave entitlement. However, any other form of leave (including sick leave and temporary disability leave) which is taken for the purposes of allowed under this Section 11.7, whether paid or unpaid, will be subtracted from the family care and medical leave entitlement. There is no need for the employee or the child to have a serious health condition, nor is it required that an employee continue to be disabled by her pregnancy, childbirth or any related medical condition before taking family care and medical leave in the year following the birth or adoption of a child.

In addition to the leave allowed under this Section 11.7, an employee may be entitled to additional leave time pursuant to Section 11.4 above due to the employee’s disability. The APCO may also grant additional leave without pay pursuant to Section 11.6 above or a leave of absence pursuant to Section 11.8 below.

## 11.8

### LEAVE OF ABSENCE. (Revised 12/21/94)

- (a) Leave of absence may be granted for non-medical reasons or to continue a medical leave for a maximum of six (6) months by the APCO. A consecutive leave of absence may be granted but in no case for a total of more than twelve (12) months for any employee.

No annual or sick leave credits are earned during leaves of absence. An employee on a medical leave of absence continues to receive benefits described in Section 10, except that an employee on leave of absence shall not receive transit subsidy, or receive educational reimbursement, unless the course was approved prior to the commencement of the leave. Employee and employer contributions to PERS are not paid during unpaid leaves of absence. An employee on a leave of absence for non-medical reasons receives none of the benefits described in Section 10. A leave of absence for non-medical reasons is considered a break in service, and the position vacated by this leave may be open for recruitment of a regular employee.

- (b) Return after unexpired leave. Granting a leave of absence will permit the return of the employee to District employment before the expiration of the leave of absence under the following conditions.

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## PERSONNEL POLICIES & PROCEDURES

- (1) The employee will have preference for re-employment in the same classification or at another lower classification for which the person is qualified, provided the position is vacant.
- (2) Leave of absence does not confer any absolute right to return to position or employment.
- (3) Employee time in-grade for salary increase will be preserved, at the same level.
- (4) Accrued pension rights and pension time will be preserved.

#### **11.9 PREGNANCY DISABILITY LEAVE. (Revised 12/21/94)**

An employee is eligible to take pregnancy disability leave for any period of actual disability caused by pregnancy, childbirth or any related medical conditions for up to 88 working days per pregnancy. Leave in excess of 88 working days may be granted for up to an additional two months as temporary disability leave under Section 11.4 above, under family care and medical leave under Section 11.7 above, as leave without pay under Section 11.6 above, or as a leave of absence under Section 11.8 above. A working day is any day that the District Office is open for business. The leave can be taken before or after birth, or intermittently for any period of time an employee is unable to work because of the pregnancy or pregnancy-related condition.

An employee has the option to use her accrued annual leave, sick leave and floating holiday leave during the disability period. Sick leave and annual leave compensation will be coordinated with State Disability Insurance benefits. State Disability Insurance benefits received by the employee will be converted to sick leave hours and credited to the employee's sick leave accrual balance.

Pregnancy disability leave grants the employee the right to return to the same position the employee held prior to the leave. An employee on pregnancy disability leave continues to receive benefits described in Section 10, except that an employee on pregnancy disability leave without pay will not receive transit subsidy or receive educational reimbursement, unless the course was approved prior to commencement of the leave. Employee and employer contributions to PERS are not paid during unpaid portions of pregnancy disability leave. Pregnancy disability leave is not considered a break in service.

An employee who is temporarily disabled because of pregnancy or a pregnancy-related condition may request a transfer to a less hazardous or strenuous position for the duration of the disability. The APCO will grant such a request if it can be reasonably accommodated. The request for a transfer must be based on the advice of the employee's health care provider.

Pregnancy disability leave is in addition to leave granted under the family care and medical leave provision of Section 11.7 above. At the end of an employee's period of pregnancy disability leave, the employee may request to take family care and medical leave, if the child has been born by this date.

An employee who plans to take a pregnancy disability leave must give reasonable notice of the date the leave will commence and the estimated duration of the leave. To continue this leave beyond the first six weeks after birth, the employee shall provide a medical certification of the disability from the employee's health care provider to the Personnel Section by the end of the seventh week after birth, and shall provide a supplemental medical certification at least once every four weeks thereafter unless the APCO waives the requirement to provide such supplemental medical certifications.

#### **11.10 GRANTING A LEAVE FROM WORK. (Renumbered 12/21/94)**

No leave provision mentioned above is granted automatically, but must be applied for and approved before the provisions for such leave are applicable. The APCO may reject a request for such leave for justifiable reason.

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### **PERSONNEL POLICIES & PROCEDURES**

**11.11 JURY DUTY. (Renumbered 12/21/94)**

Any employee of the District summoned to serve on a jury shall be entitled to regular pay provided the employee deposits the fees for service with the District Director of Administrative Services (except any mileage reimbursement).

**11.12 SUBPOENA AS A WITNESS. (Renumbered 12/21/94)**

Any employee of the District subpoenaed as a witness shall be entitled to regular pay provided the employee deposits the fees for services with the District's Director of Administrative Services.

**11.13 HOLIDAYS. (Revised 10/02)**

(a) The following days will be paid holidays for all employees:

New Year's Day	(First day of January)
King's Birthday	(Third Monday of January)
Lincoln's Birthday	(Twelfth day of February)
Washington's Birthday	(Third Monday of February)
Memorial Day	(Last Monday of May)
Chavez' Birthday	(Thirty-first day of March)
Independence Day	(Fourth day of July)
Labor Day	(First Monday of September)
Columbus Day	(Second Monday of October)
Veterans Day	(Eleventh day of November)
Thanksgiving Day	(Fourth Thursday of November)
Day After Thanksgiving	(Fourth Friday of November)
Christmas Day	(Twenty-fifth day of December)

(b) Every day appointed by the President of the United States or Governor of California as a holiday.

(c) Holidays falling on Sunday will be celebrated on the following Monday. Holidays falling on Saturday will be celebrated on the preceding Friday, except, if the Governor proclaims the following Monday to be the holiday.

(d) Commencing on October 2002, and every fiscal year thereafter, unless otherwise modified by the Board of Directors, the District shall grant each management employee 72 hours of floating holiday and each confidential employee 36 hours of floating holiday. Except, any management or confidential employee who is hired after July 1<sup>st</sup> of the current fiscal year shall receive a prorated portion of the total floating holiday hours based upon the remaining months for that fiscal year. For purposes of prorating, any management or confidential employee whose hire date is between the 1<sup>st</sup> and the 15<sup>th</sup> of the month shall receive his/her prorated portion for that month. For purposes of prorating, any management or confidential employee whose hire date is between the 16<sup>th</sup> and the last day of the month shall not receive any prorated portion for that month.

Management and confidential employees who were employed on or before July 1<sup>st</sup> of the fiscal year shall be credited with the total floating holiday hours on July 1<sup>st</sup> of the current fiscal year shall receive the total prorated portion of floating holiday hours on their date of hire for that fiscal year.

Employees must request to use floating holiday no less than five (5) days in advance. A floating holiday can be taken only with the approval of the employee's supervisor.

(e) If an employee normally is not scheduled to work on a day which is a paid holiday for other District employees, that employee is entitled to 8 hours of paid holiday leave on the day on which that employee is normally scheduled to work which immediately precedes or follows the paid holiday.

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**PERSONNEL POLICIES & PROCEDURES**

- (f) Employees working a compressed workweek whose normal workweek includes a paid holiday for other employees are only entitled to 8 hours of paid leave for that holiday.

#### 11.14

#### BENEVOLENT LEAVE FUND (Revised 10/5/11)

The Benevolent Leave Fund is established for the use and donation by District employees. Any District employee (hereinafter referred to as "employee") may donate annual leave, sick leave, compensatory time, or floating holiday, with the limitation noted in subsection A immediately below, to the benevolent leave fund for the benefit of employees who are catastrophically ill or injured for one hundred (100) consecutive working hours or longer. In order to donate leave, the following conditions apply:

- (a) Only accrued annual or sick leave, compensatory time, or floating holiday leave may be donated to the fund. Any employee may donate up to 40 hours of sick leave to the fund per fiscal year. Floating holiday leave that is donated will only be valid during the fiscal year in which it is accrued. Thus, if in a given fiscal year, an employee donates floating holiday leave and the leave is not used during that fiscal year, the donated leave will expire on the last day (June 30) of that fiscal year.
- (b) To donate accrued leave to the fund, an employee must be eligible to accrue or use annual leave credit and cannot currently be using leave from the Benevolent Leave Fund.
- (c) To donate sick leave, an employee must have a sick leave balance of at least 200 hours.
- (d) Donated leave may be designated for a specific employee, or may be donated without designation. Floating holiday leave shall be used first. Other benevolent leave that is designated to a specific employee must be used in the sequence it was donated. If leave that is donated to a specific employee is not used within 120 days, such leave will be added to the general benevolent leave fund.
- (e) Leave may be donated to the fund regardless of whether there is a qualified recipient.
- (f) Leave may not be sold, bartered or traded to another employee under any circumstances.
- (g) Once leave has been donated to the fund, that leave cannot be reclaimed by the employee making the donation unless and until that employee later becomes an eligible fund recipient.

In order to be a fund recipient, the following conditions apply:

- (h) The recipient must be catastrophically ill or injured, on an approved leave for medical purposes and must have on file with the Human Resources Office a medical verification from the employee's personal physician that demonstrates that the recipient is in fact catastrophically ill or injured and unable to work for at least one hundred (100) consecutive working hours or longer.
- (i) Upon written request from the Association Board of Directors, the Human Resources Officer shall provide, to the Association the amount of leave in the fund.
- (j) The recipient must have exhausted all forms of paid leave prior to using any benevolent leave. However, it is understood the employee will accrue all appropriate leaves during the time the Benevolent Leave Fund is in use and shall not be required to use such accrued leave during such time.
- (k) The recipient may not receive benevolent leave from the fund in an amount which exceeds 100% of that employee's normally scheduled hours for any pay period.
- (l) Written requests to use leave from the fund shall be submitted to the Human Resources Officer.

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#### PERSONNEL POLICIES & PROCEDURES

- (m) The Human Resources Officer or designee shall provide a written response approving or denying the employee's request, or requesting more information within 5 working days. If the request is denied, the Human Resources Officer or designee shall state the reasons for denial in the written response.
- (n) If a request to use leave from the fund is denied, the refusal may be appealed to the APCO. The APCO's decision shall be provided, in writing, to the employee within ten (10) calendar days from the date an appeal is submitted.

Catastrophic illness or injury is defined as a serious illness, injury, impairment, or physical or mental condition that is present for a minimum of one hundred (100) consecutive working hours or longer.

## **SECTION 12      PERSONNEL TRANSACTIONS AND RECORDS**

### **12.1      HIRING AND INITIAL ORIENTATION.**

The Personnel Section will ensure that each new employee has completed all necessary forms and is given an orientation regarding the District's classification plan, salary and benefit information, and the District's basic structure and organization.

### **12.2      PERSONNEL AND MEDICAL FILES.**

The Personnel Section maintains a personnel file on each employee containing application form or resume, references, and other pertinent forms, correspondence and materials. Necessary personal and job-related information about each employee is retained in an official personnel file in the Personnel Section. Each file contains basic identifying information, completed employment application, as well as other hiring-related documents; salary information; fringe benefit and beneficiary information; leave and attendance records; performance evaluation, disciplinary documents; and other job-related information deemed essential by management. All file contents are confidential.

Employees have the right to inspect their personnel files upon request at a mutually agreed-upon time and place.

Internal access to a personnel file is limited to supervisors and managers who are considering an employee for a promotion, transfer or other personnel action, and to other management staff who have a legitimate, verifiable need to know specific information about an employee.

Except as specified in Section III-12.3 below, no personnel information is to be disclosed to any party outside the District unless the current or former employee provides the District with a signed authorization to release information. The District reserves the right to verify basic personnel information without notifying the individual, and to cooperate with law enforcement, public safety, or medical officials who demonstrate a legitimate need to know specific information.

Medical information is retained in a separate file. This information is confidential and may be reviewed only by the employee to whom the information pertains; the employee's physician or attorney, when the employee provides a signed consent form; and, if designated, the employee's representative.

To insure that personnel files are up-to-date at all times, employees are responsible for notifying the Personnel Section of changes to any information.

**12.3****EMPLOYMENT RECORD VERIFICATION.**

The Personnel Section will confirm dates of employment, position, salary and reason for separation for outside employers who request information regarding former District employees.

**12.4****CLASSIFICATION SYSTEM.**

The Personnel Section will ensure that each position in the District is properly classified and that the system is maintained.

**12.5****REQUESTS FOR NEW EMPLOYEES. (Revised 12/21/94)**

- (a) In order to fill a vacancy for a regular employee, full-time or part-time, the supervisor or section manager will request that the Personnel Section initiate a Request For New Employee form. The form will be signed by the supervisor making the request and the Division Director, then routed to the Director of Administrative Services to determine availability of funds. If funds are available, the request form will be routed to the Deputy APCO, when applicable, and the APCO for approval.
- (b) When a limited-term employee or student worker, full-time or part-time, is needed due to an increase in workload and/or absence of a regular employee, the supervisor or section head must submit a written justification to the Division Director, the Deputy APCO, when applicable, and the APCO for approval. The Personnel Section will initiate a Request for New Employee form upon receipt of the approved justification. The Request For New Employee form will then be signed by the requesting supervisor and Division Director, then routed to the Director of Administrative Services to determine availability of funds. If funds are available, the request form will be routed to the Deputy APCO, when applicable, and the APCO for approval.
- (c) Upon receipt of the approved Request form, the Personnel Section will initiate recruitment for the position(s).

**12.6****PERSONNEL ACTION FORMS.**

Personnel actions including new hire, promotion, transfer, merit increase, or any other change in employment status must be approved by the immediate supervisor, the Division Director, and where appropriate, the Deputy APCO and the APCO before such action become effective. The Personnel Section will initiate the appropriate form and will inform the Division and the employee concerned of the approval of the action to be taken.

**SECTION 13****METHOD OF FILLING VACANCIES****13.1****RECRUITMENT AND SELECTION OF EMPLOYEES. (Revision Approved 9/18/02; Effective 9/18/02)**

- (a) Recruitment / Selection Procedures

The Human Resources Department, in consultation with the designated hiring manager, shall be responsible for the recruitment of applicants, as well as the planning, designing, constructing, and administering of the selection process. Selection processes shall be job related and developed in accordance with the federal Equal Employment Opportunity Commission's Uniform Guidelines on Employee Selection Procedures and related professional standards.

- (b) Recruitment Bulletins & Notices

1. Written notices concerning vacancies, transfer opportunities, selections for special assignments and related promotional opportunities shall be posted on the

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**PERSONNEL POLICIES & PROCEDURES**

District's website and at work locations of employees who may be affected not later than 10 working days prior to the closing date for the filing of appropriate applications.

2. The Human Resources Department shall determine the need for the use of newspaper advertisements and/or the distribution of bulletins for public notice on a case-by-case basis.

(c) Interest Cards

1. The Human Resources Department shall maintain a file of "interest cards" on which interested persons may indicate that they wish to be notified if and when the application filing period for a particular classification is open. Interest cards shall be kept on file for one year.
2. Application materials shall be mailed to all persons who have an "interest card" for the proper classification on file in the Human Resources Department prior to the open date of filing. It is the responsibility of the "applicant" to maintain the currency of the information provided on interest cards.
3. The failure of any person to receive notice of a vacancy shall not invalidate any procedure.

(d) Filing of Applications

1. Applications for employment will only be accepted if received in the Human Resources Department offices during normal business hours, prior to the close of the filing period. The filing period shall be announced by notice given in accordance with section 13, above, specifying the date by which applications must be received or postmarked. Filing periods may be extended by approval of the Human Resources Officer.
2. Late applications may be accepted by the Human Resources Officer for verifiable cases involving illness, prolonged hospitalization, a serious accident and, in the case of a verifiable mis-delivery or error by the U.S. Postal Service or the District's Mail Unit, when it can be documented that the reasons for failing to file a timely application are beyond the candidate's control, or in instances in which an error was made detrimentally affecting the applicant.

(e) Reasons for Rejecting an Applicant or Candidate for Employment

The following is a comprehensive, but not limiting, listing of reasons for which applicants or candidates for employment may be rejected:

Unsatisfactory health conditions.

Advocacy of overthrow of the Government of the United States or the State of California by force, violence, or other unlawful means.

Making a false statement or omitting a statement as to any material fact on an application form.

Practicing any deception or fraud in connection with an examination, or to secure employment.

Dismissal from a previous employment for cause.

Discharge other than honorable from the armed forces of the United States.

A record of unsatisfactory service with the District.

Failure to meet approved standards covering any other basis for rejection of unfit applicants and candidates other than failure to meet requirements established for the examination relating to training, experience, licenses, and certificates.

Failure to report for duty after an assignment has been offered and accepted.

Failure to demonstrate eligibility to work legally in the United States.

Failure, after due notice, to report promptly for review of any of the above reasons for rejection. Such notice shall state that the failure to report is the basis for rejection.

Criminal convictions including Motor Vehicle Violations when driving is integral to performance of the assigned duties (the period for which a candidate may be barred varies, based on the offense for which the candidate was convicted).

(f) Initial Application Screening

The Human Resources Analyst shall conduct an initial screening of all of the applications and supplemental materials received by the closing deadline.

Applications shall be screened to determine if the listed education, training, and experiences meet the minimum qualifications criteria specified for the class. The Analyst may make use of one or more Subject Matter Experts (SME) to assist in qualifying the applications.

(g) Additional Selection Procedures

1. When the Human Resources Analyst determines that a substantial number of applications have been received, applications may be further screened by an assessment panel using training and experience standards more specific than just the minimum qualifications for the job.

Training and experience evaluation (T&E) assessment panels shall include at least two members. The scoring of the T&E shall be made on a Rating Sheet designed specifically for evaluating the training and experience of applicants and only those applicants having the most directly related experience as determined by the evaluation will continue in the selection process.

2. Combinations of written, performance and/or oral examinations may be used to further assess the candidate's qualifications.
3. A candidate who obtains a score below the pass point in any one part or in any combination of parts of an examination shall be eliminated from further competition in that examination process.

(h) Oral Boards

1. For classes of positions deemed by the Human Resources Department to require an oral examination, the oral examination board shall include at least two members. Unless specifically directed to evaluate candidates' technical knowledge and skills, the oral examination board shall confine itself to evaluating general fitness for employment in the class. When the oral examination board is directed to evaluate technical knowledge and skills, at least two members of the board shall be technically qualified in the specified occupational area.
2. In no case will an oral examination board be provided with confidential references on employees of the district who are competing in promotional examinations. Scores achieved by the candidate on other parts of the examination shall not be made available to the oral examination board.

3. Questions relating to race, color, national origin, ancestry, age, marital status, sex, sexual orientation, religious creed, political affiliation, medical condition or, physical or mental disability, shall not be asked during an examination interview or interview for appointment.

(i) Eligibility Lists

1. After the examination process is completed, candidates shall be ranked on an eligible list according to their scores. Scores will be based on the combination of the scores from each part of the examination process after the appropriate weights are applied.
2. Scores shall be rounded up (.5 and above) to the nearest whole number.

(j) Final Selection (Hiring) Interview Process

1. When fewer than four applicants are determined to be qualified as a result of the application screening process or subsequent examination procedures, all the qualified candidates may be referred directly to the hiring department for consideration in a selection interview or other selection procedure. The hiring manager may make a selection or request that a new recruitment be initiated. This provision is intended to allow the hiring manager the ability to consider a minimum of four qualified eligibles prior to making a selection.
2. For any single vacancy, the Human Resources Officer shall refer the top four names (or more if there are ties in ranking with the fourth name) on the eligible list to the hiring department. After receiving the referral of names from the eligible list, the hiring department may select any of the referred eligibles.

(k) Offers of Employment

After interviewing all the referred eligibles, the department shall notify the Human Resources Officer of its intention to make an offer of employment. The Human Resources Department is responsible for making offers of employment.

(l) Step Upon Hire

Initial appointments will normally be made at the first step of the range. Advanced step placement, up to Step "C", may be made when a lower step appointment does not provide the person selected with a minimum 5% increase over their existing salary or when there are other extenuating circumstances. approval is obtained from the CEO upon recommendation from the Hiring Manager.

Promotional employees will be placed on the step of the new range that affords a minimum 5% increase over their current salary.

(m) Leave to Participate in Examinations

Employees may participate in examinations and other employment procedures scheduled during working hours without loss of pay, provided the employee notifies their supervisor two days prior to the date of the examination.

(n) Restrictions On Repeating an Examination

Applicants who have competed in an examination process may not repeat the examination for the same classification or repeat tests or test parts which are comprised of essentially the same questions or problems for six months. On the request of the applicant, when the examination process remains the same, the applicant may use his or her score on the previous examination in the current recruitment.

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## PERSONNEL POLICIES & PROCEDURES

(o) Appeals of Recruitment / Selection Procedures

1. Appeals of an examination part must be received in writing in the Human Resources Department within three (3) working days of the occurrence of the event that is the subject of the appeal.
2. Appeals of an examination part shall descriptively state the specific allegation (inappropriate act, event or omission) on which the appeal is made, how the stated act, event or omission adversely affected the appellant, and the appellant's desired remedy. Failure to adequately describe the basis for the appeal may be grounds for denial of the appeal.
3. The Human Resources Officer shall review the basis for the appeal and shall promptly respond. If the event the Human Resources Officer is unable to respond to an appeal prior to conducting a subsequent examination part, s/he may authorize the candidate to continue in the examination process pending a final decision on the appeal. If the candidate is authorized to provisionally continue in the examination process, any testing part that the candidate participates in will not be scored until the appeal is completed.
4. If the appeal is denied, a written request for a second level review must be filed in the Human Resource Department within three (3) working days of the notice of denial. The Director of Administration will review the decision and shall issue a decision within five (5) working days of receipt of the request for a second level review.
5. If the second level review is denied by the Director of Administration, a final appeal may be made to the CEO. The CEO may choose to respond or let the matter rest.

This section is intended to ensure that alleged improprieties in the conduct of examinations be addressed as quickly as possible. A rating or score by an oral board may not be appealed.

### **13.2 ORDER OF FILING VACANCIES**

1. Vacancies for Confidential and Management classes shall be filled in the following order:
  - a. Approved transfer (same classification).
  - b. Reinstatement from layoff.
  - c. Return from medical leave.
  - d. Return from non-medical leave.
  - e. Promotion, new hire or temporary assignment.

### **13.3 EXEMPTIONS (Added 5/3/2023)**

- (a) Appointments to positions in the following classifications shall be exempt from the recruitment process in Sections 13.1 and 13.2:
  - (1) Executive Officer/Air Pollution Control Officer;
  - (2) District Counsel;
  - (3) Chief Operating Officer;
  - (4) Deputy Executive Officer;
  - (5) Senior Assistant Counsel.
- (b) Appointments to the classifications listed in subsection (a), above, need not include a competitive recruitment process and may be appointed directly by the appointing

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### **PERSONNEL POLICIES & PROCEDURES**

authority listed in in Section III-3.3(c), subject to budgetary approval. Appointments to these classifications may be made at any salary step, notwithstanding any limitations in this Code, including Sections III-6.2 or III-6.4.

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# Memo

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To: Hyacinth Hinojosa, Deputy Executive Officer of Finance and Administration  
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Bay Area Air Quality Management District

From: Allison LeMay, Senior Manager  
Michelle New, Manager  
Isaac Bales, Manager  
Donna Peter, Special Advisor  
Woody Battle, Senior Consultant

Date: March 22, 2024

Subject: Recommended Revisions to the Bay Area Air Quality Management District (BAAQMD or Air District)  
Human Resources Administrative Code and New Human Resources Policy Manual

Baker Tilly was engaged by the Air District to conduct a review of its human resources policies and processes to identify recommendations resolving current operational gaps. We have conducted our initial review of policies and have identified changes we recommend, as summarized below.

## Project Approach

We conducted our review by carrying out the following tasks:

- Interviewed and conducted focus groups to understand what changes staff would suggest for the human resources policies. Interviews and focus groups were conducted with:
  - Leadership team
  - Department personnel
  - Staff throughout the district
  - BAAQMD Employees' Association, Inc. (EA)
  - Renne Public Law Group
- Reviewed the Bay Area Air Quality Management District Administrative Code (updated June 2023 and January 2024), the Administrative Instructions, and the 2023-2025 Memorandum of Understanding (MOU) between BAAQMD and the EA.
- We thoroughly reviewed various documents provided by BAAQMD as well as best practice model personnel policies.

## Recommended Changes

### Consolidate Human Resources Policies into a Manual

Currently, the majority of BAAQMD's directives are provided in the administrative code, the MOU or both documents, rather than a stand-alone human resources policy manual. We propose to create a

comprehensive human resources (HR) policy manual that covers all aspects of employment, benefits, performance, conduct, and other relevant topics which does not require Board of Directors (Board) approval with each update. However, because it is not within our scope to create a complete policy manual for the Air District, we will create the manual's framework and insert the 25 policies that we draft and/or update. The Air District will then be responsible for incorporating all recently updated human resources policies into said manual and adding any additional policies as they become necessary or relevant. We also suggest removing any policies that are duplicated or outdated from the Air District's administrative code and MOU. This will simplify the policy framework, reduce confusion and inconsistency, and improve compliance and accountability. Additionally, this will provide employees with a manual that is easy to navigate.

An administrative code, MOU, benefits resolution and human resources policy manual serve different purposes for an organization, as detailed below:

- An administrative code is a comprehensive set of rules and regulations that govern various aspects of the organization's operation, such as finance, taxation, public safety, and more. It is created by and updated by the governing body, and is mainly used by administrators, managers, and officials.
- A human resources policy manual focuses on policies related to employees within the organization. It covers topics such as employment basics, workplace policies, and a code of conduct. It is an administrative document that can be updated without governing body approval, and it is intended for employees, HR professionals, and anyone managing staff.
- An MOU is a contract that spells out the terms and conditions of employment for a specific bargaining unit of public employees. It may include information about compensation, benefits, working hours, grievance procedures, and other rights and responsibilities of both the employer and the employees. An MOU is usually negotiated between the employer and a recognized employee organization representing the employees' interests. In the case of policies, an MOU should be used to supplement or clarify a policy manual when there is a need for additional detail on a particular topic.
- For those unrepresented employees (those who are not part of a collective bargaining unit or union), it is best practice to develop a benefits resolution that is updated and approved by the Board on a regular basis rather than including benefit information in an administrative code. A benefit resolution is a document that specifies the terms and conditions of the employee benefits offered by a public employer to its unrepresented employees. A benefit resolution may include information such as eligibility, enrollment, contribution rates, coverage options, and termination of benefits.

The proposed sections of the manual are identified in Table 1.

*Table 1. Recommended Policy Organization*

Recommended Policy Manual Sections
Section 1. Introduction
Section 2. Equal Employment Opportunity
Section 3. Recruitment, Selection and Appointment
Section 4. Compensation and Payroll Practices
Section 5. Benefits
Section 6. Leaves of Absences
Section 7. Health, Safety and Security
Section 8. Discipline

Recommended Policy Manual Sections
Section 9. Separations
Section 10. Miscellaneous
Acknowledgement Form

We have created a matrix (shown in Table 2) that maps the existing policy topics and their current location (administrative code, MOU, etc.) to the recommended location.

*Table 2. Recommended Mapping to New Policy Location Current and Recommended Policy Location*

Policy Type	Current Location	Recommended Location	Comments
<b>Family Medical Leave</b>	Administrative Code (2023) and MOU	HR Policy Manual (Section 6) and MOU	The EA has negotiated an enhanced FMLA provision, which should remain in the MOU.
<b>Recruitment, Transfer, Selection and Appointment</b>	Administrative Code (2023)	HR Policy Manual (Section 3)	Transfer is currently not addressed in either the Administrative Code or MOU.
<b>Safety</b>	MOU References Administrative Code	HR Policy Manual (Section 7)	There is no safety policy in the current Administrative Code.
<b>Pregnancy Disability Leave</b>	Administrative Code (2023) and MOU	HR Policy Manual (Section 6)	MOU references Administrative Code.
<b>Policy Against Discrimination, Harassment and Retaliation; Complaint Procedure</b>	Administrative Code (2023), MOU, and stand-alone policy (2024)	HR Policy Manual (Section 2)	Broader policy to primarily focus on personnel. To include retaliation and harassment provisions and define protected activity and classification.
<b>Work Schedules and Attendance</b>	Administrative Code (2023) and MOU	HR Policy Manual (Section 4) and MOU	Depending on what is included, this is appropriate in either the HR Policy Manual or MOU.
<b>Technology and Equipment Management</b>	Administrative Code (2023), stand-alone policy (2024)	HR Policy Manual (Section 7)	Current technology policies are mentioned through telecommuting stand-alone policies and brief Administrative Code language.  Additional technology and equipment language for all Air District equipment needed.
<b>Causes for Discipline and Procedures</b>	Administrative Code (2023) and MOU	Administrative Code and HR Policy Manual (Section 8) and MOU	Authority and causes should be in the Administrative Code.  Procedures should be in the Policy Manual. The current causes and processes for discipline should remain in the MOU for represented employees.
<b>Prohibitions on Drugs and Alcohol in the Workplace</b>	Administrative Code (2023) and MOU	HR Policy Manual (Section 7)	MOU currently references Administrative Code.

Policy Type	Current Location	Recommended Location	Comments
<b>Remote Work</b>	Administrative Code (2023), Administration Instruction currently being negotiated, stand-alone policy (2024)	HR Policy Manual (Section 10)	Currently undergoing meet and confer regarding a new policy.  Policy on teleworking passed January 1, 2024, the Air District should incorporate this stand-alone policy into the new section.
<b>Work Week, Overtime and Compensatory Time Off</b>	Administrative Code (2023) and MOU	Administrative Code, MOU and HR Policy Manual (Section 4)	Depending on the subjects placed within this topic, this could be located within any of the three policy locations (i.e., MOU, Administrative Code, HR Policy Manual).
<b>Resignation, Job Abandonment, Retirements, Layoff and Separation</b>	Administrative Code (2023) and MOU	Administrative Code, MOU and HR Policy Manual (Section 9)	The layoff policy should only be in the Administrative Code and MOU.
<b>Grievance Procedures</b>	Administrative Code (2023) and MOU	MOU and HR Policy Manual (Section 10)	This grievance process is intended for employees only.
<b>Military Leave</b>	Administrative Code (2023)	HR Policy Manual (Section 6)	State and Federal Law should be referenced.
<b>Bereavement</b>	Administrative Code (2023) and MOU	HR Policy Manual (Section 6)	Recommend updating for compliance with state and federal law in the new HR Policy Manual.
<b>Policy Against Violence in the Workplace</b>	Administrative Code (2023) and MOU	HR Policy Manual (Section 7)	MOU References Administrative Code.
<b>Equal Employment Opportunity</b>	Administrative Code (2023 and 2024), stand-alone policy (2024)	Administrative Code, MOU and HR Policy Manual (Section 2)	In the January 1, 2024, Administrative Code this policy topic is called non-discrimination and applies to Air District programs.  This should be separate from a policy that applies to employees and others.
<b>Employee Reimbursements</b>	MOU	HR Policy Manual (Section 10)	This should be a travel expense policy.
<b>Fringe Benefits</b>	Administrative Code (2023) and MOU	MOU and HR Policy Manual (Section 5)	Certain details are more suitable for inclusion in either the HR Policy Manual or MOU.
<b>Anti-bullying</b>	Stand-alone policy (2024)	HR Policy Manual (Section 2)	Insert recently approved policy as-is in the framework.

## Revise Policy Language

Baker Tilly has identified 35 policies (shown in Tables 3 and 4) that require changes or need to be developed. The 25 policies identified as top priorities are highlighted in orange below. Some updates are required to ensure the Air District complies with current federal and state law, and others are recommended to ensure policies are not so detailed that they need to be changed frequently.

It is our understanding that policies for classification and compensation, as well as performance evaluation, are currently being reviewed by external parties other than Baker Tilly. As a result, policies specific to these topics are not addressed in the tables below but may be considered for updates.

Table 3 contains a list of the major updates we recommend and outstanding questions for discussion with you.

*Table 3. Recommended Policy Updates and Outstanding Questions*

Item	Topic	Proposed Policy Title	Priority	Collective Bargaining Required	Comments / Questions
1	Recruitments, Transfers, Selections and Appointments	Recruitment and Appointments	High Priority	Yes	Needs updating and consolidation. Updates should include sections on background checks.
2	Safety	Air District Workplace Safety	High Priority	Yes	Needs to be updated and consolidated.
3	Work Schedules and Attendance	Working and Attendance	High Priority	Yes	Needs policy formatting. Some language will need to remain as in MOU.
4	Technology and Equipment Management	Technology, Systems and Equipment	High Priority	Yes	Needs to be updated to include personal device usage, information management, equipment standards, etc.
5	Causes for Discipline and Procedures	Employee Discipline Procedure	High Priority	Yes	Needs to be updated, potential removal from MOU.
6	Prohibitions on Drugs and Alcohol in the Workplace	Prohibitions on Substances in the Workplace	High Priority	Yes	Needs to be updated.
7	Remote Work	Teleconference and Remote Work	High Priority	Yes	Currently a stand-alone proposed policy being negotiated.
8	Work Week, Overtime and Compensatory Time-off	Overtime and Time-off	High Priority	Yes	Needs to be updated.
9	Resignation, Job Abandonment, Retirements, Layoff and Separation	Resignations and Separations	High Priority	Yes	Recommend including exit interviews section to this policy.
10	Grievance Procedures	Grievance Procedures	High Priority	Yes	Recommend referring to the MOU in the policy for represented employees (needs updating).
11	FMLA	Family and Medical Leave Act	High Priority	Yes	Needs to be updated.
12	Pregnancy	Pregnancy Leave	High Priority	Yes	Needs to be updated.
13	Military Leave	Military Leave	High Priority	Yes	Needs to be updated.
14	Bereavement	Bereavement Leave	High Priority	Yes	Needs to be updated.

Item	Topic	Proposed Policy Title	Priority	Collective Bargaining Required	Comments / Questions
15	Sick Leave and Vacation Leave	Sick and Vacation Leave	High Priority	Yes	Needs to be consolidated into new format.
16	Policy Against Discrimination, Harassment and Retaliation; Complaint Procedure	Discrimination, Harassment and Compliant Procedure	High Priority	Yes	Needs to be updated.
17	Policy Against Violence in the Workplace	Combating Violence in the Workplace	High Priority	Yes	Needs to be updated.
18	Equal Employment Opportunity	Equal Employment Opportunity Policy	High Priority	Yes	Needs to be updated.
19	Employee Reimbursements	Employee Reimbursements	Medium Priority	Yes	Needs to be updated.
20	Fringe Benefits	Fringe Benefits	Medium Priority	Yes	Needs to be consolidated into new format.

## Add New Policies

Table 4 identifies 15 new policies Baker Tilly proposes adding to the policy manual. For each topic, we have noted why it is being proposed. The column labeled "Type" contains the following:

- Required: These are policies mandated by law that should be added.
- Requested: These are policies that Air District employees asked to be included.
- Recommended: These are policies that reflect best practices.

In addition to the type of recommendation, we have identified the section in which they would be included and any notes about the proposed policy. The policies are organized by the recommended section of the policy manual.

Table 4. Proposed New Policies

Item	Topic	Type	Collective Bargaining Required	Notes / Policy Need
1	Reasonable Accommodation and Interactive Process	Required	No	Recommended best practice.
2	Whistleblower Protection	Required	No	Recommended best practice
3	Categories of Employees and Non-Employees	Requested	Yes	Mentioned in interviews as a recurring challenge, Recommended best practice.
4	Personnel On-boarding (General)	Requested	Yes	No consolidated personnel on-boarding policy for all employees, recommended best practice.
5	Vehicle Use and Assignments	Requested	No	This policy will include transportation stipends and all other transportation and vehicle use related policies.
6	Acknowledgement Form	Recommended	No	Recommended best practice.

Item	Topic	Type	Collective Bargaining Required	Notes / Policy Need
7	Employment of Relatives, Spouses, Domestic Partners (Nepotism)	Recommended	No	This policy will include employee conflicts of interest, recommended best practice.
8	Limitations on Outside Employment	Recommended	No	Recommended best practice.
9	Working out-of-class, Acting Assignments, and Interim Roles	Recommended	Yes	Mentioned in interviews as a recurring challenge, Recommended best practice.
10	Appearance Standards	Recommended	Yes	Recommended best practice.
11	Personnel Action Form (PAF) and Position Control	Recommended	No	Recommended best practice.
12	Personnel Files	Recommended	No	Recommended best practice.
13	Personnel Investigations	Recommended	Yes	Recommended best practice.
14	Political Activity	Recommended	No	Recommended best practice.
15	Social Media	Recommended	No	No social media policy found, recommended best practice.

## Next Steps

The scope of our project allows for updating and/or developing approximately 25 policies, however, we have identified 35 policies that require attention. We are requesting your concurrence regarding the policies that we have identified as a priority (identified by orange shading). If you are interested in our team addressing additional policies, we can discuss modification of the scope.

Our team looks forward to meeting with you to receive your feedback and direction. Once we have received your feedback, we will revise the existing policies to align with federal and state regulations and industry best practices and draft the additional policies. Once the agreed upon policies are drafted and/or updated, we will identify approximately 10 processes and develop corresponding workflows.

Our team is pleased to be collaborating with you on this important project. Please let us know if you have questions. Thank you.



# **Administrative Code**

**DRAFT**

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# Bay Area Air Quality Management District Administrative Code

## Section One. Title and Purpose

### 1.1 Title

This Code shall be known as the “Bay Area Air Quality Management District Administrative Code,” ~~or~~ “Air District Administrative Code,” or “Administrative Code.”

### 1.2 Purpose and Overview

This Administrative Code sets forth the governance, administrative, and financial provisions for the Bay Area Air Quality Management District (hereafter “Air District”), the method of appointment of Air District employees, and procedures for the operation and management of the Air District.

The Air District is an independent special district created, pursuant to Chapter 4 of Part 3 of Division 26 of the California Health and Safety Code, to regulate stationary sources of air pollution in the nine counties that surround San Francisco Bay: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, southwestern Solano, and southern Sonoma counties.

### 1.3 Adoption and Amendment of the Air District Administrative Code

This Administrative Code is adopted and may be amended by ordinance of the Board of Directors, after review and recommendation by the Finance and Administration Committee. The Board of Directors shall ensure that the Air District Administrative Code is reviewed at least every five (5) years, and the Board of Directors shall approve amendments, as necessary.

### 1.4 Air District Seal

The Air District may provide for and adopt an official seal. The seal of the Air District shall be used only for purposes directly connected with the official business of the Air District.

### 1.5 Non-Discrimination

The Air District is committed to non-discrimination and equity throughout the organization and in carrying out the agency’s mission. The Board of Directors shall adopt by resolution a Non-Discrimination Policy to articulate this commitment and to ensure compliance with all legal obligations, including without limitation the Equal Protection Clause of the Fourteenth Amendment to the U.S. Constitution, Title VI of the Civil Rights Act of 1964, and California Government Code Section 11135. The Executive Officer / Air Pollution Control Officer (“EO/APCO”) shall implement this Non-Discrimination Policy and shall ensure that the Policy is communicated in a transparent fashion to Air District staff and to the public and is posted on the Air District’s website.

## **Section Two. Board of Directors**

### **2.1 Appointment**

The Board of Directors is the governing body of the Air District and consists of members appointed pursuant to Article 3 of Chapter 4 of Part 3 of Division 26 of the Health and Safety Code. (Health and Safety Code section 40220 *et seq.*)

### **2.2 Terms**

Each member of the Board of Directors appointed by a board of supervisors shall hold office for a term of four years and until the appointment and qualification of their successor, and each member appointed by a city selection committee shall hold office for a term of two years and until the appointment and qualification of their successor. (Health and Safety Code section 40222.)

### **2.3 Quorum**

A majority of the members of the Board of Directors constitute a quorum for the transaction of business. The Board may meet only when a quorum is present. (Health and Safety Code section 40226.)

### **2.4 Action**

Unless otherwise specified in state law or this Administrative Code, an action of the Board of Directors shall require the presence of a quorum and the affirmative vote of a majority of the total membership of the Board. The Board may act by ordinance, resolution, or motion. (Government Code section 54952.6; Health and Safety section 40226.)

### **2.5 Rules of Procedure**

The Board of Directors shall adopt Rules of Procedure to govern the conduct of its meetings. The Board of Directors may amend those Rules to conform to changes in law or as otherwise needed.

### **2.6 Board of Directors Meetings**

#### **(a) Location**

All regular meetings of the Board of Directors and all regular meetings of Board Committees shall be held at the offices of the Air District located at 375 Beale Street, San Francisco, California.

#### **(b) Regular Meeting Time**

The Board of Directors shall adopt annually by resolution a schedule of regular meetings for each calendar year. Regular meetings of the Board of Directors shall be held on the first Wednesday of each month, beginning at the hour of 10:00

a.m., and at additional dates and times as specified in the annual meeting schedule adopted by the Board.

(c) Special Meetings

A special meeting may be called whenever the business of the Air District may require it. A special meeting may be called at the request of the Chairperson of the Board of Directors in consultation with the EO/APCO, or at the request of a majority of the members of the Board of Directors. Whenever a special meeting is called, notice shall be given to each member of the Board of Directors at least twenty-four (24) hours in advance, and to others as required by law, stating the date and hour of the meeting, the location of the meeting, and the purpose for which the meeting is called. No business shall be transacted at the meeting except as stated in the notice. (Government Code section 54956.)

(d) Use of Remote Teleconferencing

The Board of Directors shall hold regular meetings at the location specified in subsection 2.6(a) above. The Board of Directors may hold any meeting using remote teleconferencing technology in accordance with Government Code sections 54953(b) and (f), with the exception that remote teleconference attendance shall not be allowed (except for “just cause” or “emergency circumstances” remote teleconferencing where authorized by Government Code section 54953(f)) for a meeting at which the Board of Directors is to adopt the budget or is to hold a public hearing for adoption of a rule or regulation, or upon special circumstances at the call of the chair.

As a courtesy to and for the convenience of members of the public, the Board of Directors may provide a webcast or streaming service for any meeting to allow members of the public to watch or participate in the meeting virtually. By choosing to participate in a meeting virtually, members of the public accept the risk that in the event of a disruption to the webcast or streaming service, the Board will continue with its meeting. (Government Code sections 54950 *et seq.*)

2.7 Officers

(a) Officers; Election, Removal

The Board of Directors shall elect a Chairperson and Vice-Chairperson. The Board of Directors shall elect these Officers in November prior to the commencement of the Officers’ terms, or as otherwise necessary to fill a vacancy. The Officers shall serve at the pleasure of the Board of Directors and may be removed by a two-thirds ( $\frac{2}{3}$ ) vote of the membership of the Board of Directors held at a regular meeting.

(b) Terms of Officers

The Chairperson and Vice-Chairperson shall serve two-year terms, which shall begin on January 1 of each even-numbered year. Members of the Board of Directors elected to serve as Chairperson and Vice-Chairperson for the one-year 2024 term under the predecessor to this Administrative Code shall serve in those positions for the two-year 2024-2025 term under this Administrative Code. No member of the Board of Directors may serve more than four years in any one office.

(c) Officer Rotation

The Officer positions shall be rotated among the members of the Board of Directors in a manner to assure participation in the affairs of the Air District from a wide representation of the membership. In selecting members to serve as Officers, the Board of Directors shall consider and balance representation by members appointed by Boards of Supervisors, members appointed by City selection committees, members from large counties, and members from small counties, as well as geographic representation from all parts of the Bay Area, although the Board need not follow any strict rule of rotation.

(d) Chairperson

The Chairperson's duties include without limitation:

- (1) Presiding over the meetings of the Board of Directors.
- (2) Signing all ordinances and resolutions adopted by the Board of Directors while the Chairperson presides.
- (3) Appointing members of committees of the Board of Directors.

(e) Vice-Chairperson

The Vice-Chairperson shall have the following duties:

- (1) In the event the Chairperson is unable to attend a meeting, the Vice-Chairperson shall preside over the meeting and shall sign ordinances and resolutions adopted at the meeting.
- (2) In the event that the Chairperson is unable, for whatever reason, to fulfill their term of office, the Vice-Chairperson shall succeed the Chairperson.

2.8 Non-Interference in Administration Affairs

The Board of Directors and its members shall deal with the administration of the Air District only through the EO/APCO, except for the purpose of inquiry, and neither the Board of Directors nor any member thereof shall give orders or direction to any subordinates of the EO/APCO, without the express consent of the EO/APCO. The EO/APCO shall take their orders and instructions from the Board of Directors only when

sitting in a duly held meeting of the Board, and no individual member of the Board of Directors shall give any orders or instructions to the EO/APCO.

Except as expressly provided in this Administrative Code, the Board of Directors, and its members, shall have no power or authority over, nor shall they dictate, suggest, or interfere with respect to, any appointment, promotion, compensation decision, disciplinary action, contract or requisition for purchase, or other administrative action or recommendation of the EO/APCO.

Violation of this section of the Administrative Code constitutes official misconduct.

## 2.9 Compensation for Attendance at Meetings

Each member of the Board of Directors shall be entitled to compensation for attendance at meetings as follows:

### (a) Meetings Eligible for Compensation

- (1) Meetings of the Board of Directors and of Board Committees; and
- (2) Other meetings while on official business of the Air District as authorized under the Meeting Compensation and Expense Reimbursement Policy adopted pursuant to Section 2.10.

### (b) Attendance Requirements

A member of the Board of Directors shall be entitled to compensation for attending a meeting of the Board or a Board Committee only if:

- (1) The member arrives for the meeting no later than thirty (30) minutes after the scheduled beginning of the meeting; and
- (2) The member is present at the meeting for at least three quarters ( $\frac{3}{4}$ ) of the total meeting time, including closed session time.

### (c) Amount of Compensation

Members of the Board of Directors shall be entitled to compensation of one hundred dollars (\$100) per meeting for attendance at meetings under this Section 2.9, up to a maximum of two hundred dollars (\$200) per day; plus, compensation for active transportation travel calculated as specified in Paragraph (d) below. No Board member may receive compensation of more than six thousand dollars (\$6,000) in any calendar year for meeting attendance pursuant to this Section 2.9.

### (d) Active Transportation Calculation

Compensation for active transportation travel pursuant to Paragraph (c) above shall be calculated as follows:

- (1) \$1.56 per mile for travel by personal/private non-motorized bicycle or similar nonmotorized pedal-operated vehicle; and
- (2) \$1.50 per mile for travel on foot or by wheelchair.

For multi-modal travel, compensation shall be provided only for miles traveled using the alternative transportation travel modes specified in this Paragraph (d). Members shall provide to the Clerk of the Boards the date of travel, starting and ending points, and purpose of travel when claiming compensation, and must document the distance traveled with a printout from a map website such as Google Maps.

## 2.10 Expense Reimbursement

Members of the Board of Directors are entitled to receive reimbursement for actual and necessary expenditures incurred in connection with the performance of their official duties. Pursuant to Government Code section 53232.2, the Board of Directors shall adopt a written Meeting Compensation and Expense Reimbursement Policy, at a public meeting, specifying the types of occurrences that qualify a member to receive reimbursement for expenses relating to travel, meals, lodging, and other actual and necessary expenses. The Expense Reimbursement Policy shall also apply to other boards and councils of the Air District as specified in this Administrative Code. Members of the Board of Directors and other covered boards and councils may receive reimbursement only as provided in the Policy and subject to the Policy's requirements. Members shall comply with the limits and reporting requirements of federal, state, and local law.

## 2.11 Report of County Populations

Appointments to the Board of Directors are determined by the population of the counties within the geographical jurisdiction of the Air District at the time of appointment according to the provisions of Health and Safety Code sections 40221 and 40221.5. The Clerk of the Boards shall report to the Board of Directors each year the population of each county included, in whole or in part, within the Air District's jurisdiction according to the latest estimate prepared by the Demographic Research Unit of the Department of Finance. For counties for which only a portion of the county is included within the Air District's jurisdiction, the Clerk of the Boards shall report the population of that portion within the Air District's jurisdiction. (Health and Safety Code section 40220.5.) The Clerk of the Boards shall report the populations promptly after the Demographic Research Unit publishes its estimates.

# Section Three. Committees of the Board of Directors

## 3.1 Purpose

The Board of Directors establishes standing committees to advise and make recommendations to the Board on matters within the scope of the committee's

jurisdiction. In addition to the functions specified herein, any committee may also consider additional matters as referred by the Board of Directors. Except where explicitly authorized in this Administrative Code, the standing committees shall not have authority to approve any action or policy on behalf of the Board of Directors, to alter, change, or reverse any action or policy established by the Board of Directors, or to authorize the expenditure of any funds.

In the normal course of business, matters will be considered by the relevant committee(s) before being considered by the Board of Directors. However, the Board of Directors may take up any matter directly, without previous consideration by a committee, when necessary and appropriate.

### 3.2 Standing Committees

The standing committees of the Board of Directors are the following:

(a) Community Equity, Health, and Justice Committee

The Community Equity, Health, and Justice Committee advises and makes recommendations to the Board of Directors regarding equitable and inclusive actions the Air District takes to create a healthy breathing environment and clean air for the people of the Bay Area, regardless of race, ethnicity, age, gender identity, economic status, national origin, immigration status, ability, sexual orientation, or other distinguishing characteristics. The Committee oversees the development of policies for both internal and external operations impacting the Bay Area. Internal operations include applying an equity lens to programs, policies, and procedures related to staffing, recruitment, promotions, inclusive workplace practices, contracting for capital projects and services, and ongoing racial equity training. The committee prioritizes traditionally marginalized and underserved communities for investment opportunities to ensure communities overburdened by air pollution receive the programmatic, policy, and investment resources most needed.

The Community Equity, Health, and Justice Committee also advises and makes recommendations to the Board of Directors regarding the overall direction of the Air District's community engagement activities, civil rights compliance, and the implementation of Assembly Bill 617 (Stats. 2017, Ch. 136), including community selection and approval of Community Emission Reduction Plans. It is also the lead committee interacting and partnering with the Community Advisory Council. The Committee also advises and makes recommendations to the Board of Directors regarding grants related to matters within its jurisdiction.

(b) Finance and Administration Committee

The Finance and Administration Committee advises and makes recommendations to the Board of Directors relating to the administration of the Air District's programs and activities, including but not limited to policies regarding finance,

procurement, employment, salaries, working conditions, insurance, and the retaining of consultants.

The Finance and Administration Committee advises and makes recommendations to the Board of Directors with respect to strategic planning regarding the goals and objectives of the Air District. The Committee considers and recommends to the Board of Directors each year proposed updates and/or changes to the Air District's strategic plan, considering the goals and objectives and short- and long-range plans of the California Air Resources Board, as appropriate. The Committee uses the strategic plan approved by the Board of Directors to review and develop the proposed budget each year.

The Finance and Administration Committee oversees the preparation of the Air District's annual budget and presents the annual proposed budget with recommendations to the Board of Directors. At budget review time each year, the Committee evaluates the Air District's goals and objectives, financial plan, and fee schedules and recommends appropriate changes to the Board of Directors. The proposed budget prepared by the EO/APCO is automatically deemed referred to the Finance and Administration Committee for consideration, without need for further action by the Board of Directors.

The Finance and Administration Committee receives and reviews the Air District's annual audited financial statement reports from the independent financial auditors and reports any findings or recommendations to the Board of Directors. The Committee also receives and reviews reports from independent management performance auditors and reports any findings or recommendations to the Board of Directors.

The Finance and Administration Committee keeps itself informed as to the work of the Advisory Council and Hearing Board, and it recommends to the Board of Directors the appointment of members of the Advisory Council and Hearing Board whenever vacancies occur on those bodies.

The Finance and Administration Committee considers and recommends updates or revisions to this Administrative Code as may from time to time become necessary.

~~The Finance and Administration Committee is the successor to, and performs all the functions of, the Personnel Committee as that committee existed prior to January 1, 2023.~~

(c) Nominating Committee

The Nominating Committee considers and makes recommendations to the Board of Directors regarding candidates for Board Officer positions. In making its recommendations, the Nominating Committee shall consider the principles

governing officer rotation as set forth in Section 2.7(c), although it need not follow any strict rule of rotation.

The Nominating Committee consists of the Chairperson of the Board, the past Chairperson of the Board, and three (3) appointees of the Chairperson of the Board (or in the event the past Chairperson is no longer serving on the Board, four (4) appointees of the Chairperson of the Board). The Chairperson shall appoint the Nominating Committee no later than October 15<sup>th</sup> of the final year of the Board Officers' terms, and the Committee shall meet in November of that year to recommend candidates to the Board of Directors for Board Officers for the upcoming terms. The Nominating Committee members shall serve until the appointment of a new Committee, and shall recommend candidates to the Board of Directors in the event a Board Officer position becomes vacant in the middle of a term.

(d) Policy, Grants, and Technology Committee

The Policy, Grants, and Technology Committee advises and makes recommendations to the Board of Directors on policies and funding related to sources and activities that affect air pollution and climate impacts that do not fall within the jurisdiction of the Stationary Source Committee. In particular, the Committee advises and makes recommendations to the Board of Directors on policies and funding related to transportation and mobile sources, as well as equity for impacted communities related to these sectors. The Committee also advises and makes recommendations to the Board of Directors on policies and funding to catalyze innovation and incentivize low-carbon-intensity practices. The Committee also advises and makes recommendations to the Board of Directors relating to legislative advocacy. The Committee adopts legislative priorities each year to guide the work of the Committee and Air District staff related to legislative advocacy.

(e) Stationary Source Committee

The Stationary Source Committee advises and makes recommendations to the Board of Directors relating to the air quality and climate impacts of stationary sources, including indirect sources. The Committee advises and makes recommendations to the Board of Directors regarding all aspects of the Air District's stationary source programs, including but not limited to the following: permitting, compliance, small business assistance, rule development, California Environmental Quality Act thresholds of significance, and state and federal regulations that affect stationary sources. The Committee advises and makes recommendations to the Board of Directors regarding air quality planning and the development and implementation of State and Federal Air Quality Management Plans, as well as support for regional and local climate planning.

### 3.3 Standing Committee Procedures

#### (a) Meetings

The Board of Directors shall adopt annually by resolution a committee meeting calendar setting the time and place for meetings of each standing committee. Standing committees may hold any meeting using remote teleconferencing technology in accordance with Government Code sections 54953(b) and (f).

#### (b) Quorum and Action

A quorum of a standing committee is a majority of the members of the committee. A committee may meet only when a quorum is present. An action of a committee shall require the presence of a quorum and the affirmative vote of a majority of the total membership of the committee.

#### (c) Minority Report

A standing committee member may submit a Minority Report to accompany a committee recommendation submitted to the Board of Directors, provided that no Air District staff resources are used to prepare such a report.

### 3.4 Appointments to Committees

The Chairperson shall appoint members of the Board of Directors to the standing committees annually in January, or as soon thereafter as new members are named by their appointing authorities (except for the Nominating Committee, which shall be appointed as specified in Section 3.3(e)). The Chairperson may also appoint members at any time a vacancy occurs. The Chairperson shall ensure that Committee membership is rotated to provide equitable representation of cities and counties and geographical diversity to allow participation in the work of the Air District by as broad a representation as may be possible. In no event shall a committee be composed of a quorum of the Board of Directors or any committee of the Board. The Clerk of the Boards shall report the Committee appointments to the Board of Directors at its first meeting in February of each year, or as soon thereafter as the Committee appointments are made.

*[Revised December 3, 2025]*

### 3.5 Ad Hoc Committees

The Chairperson may establish ad hoc advisory committees, composed solely of members of the Board of Directors, constituting less than a quorum of the Board of Directors or any of its standing committees, to accomplish a specific task in a short period of time. The Chairperson shall appoint the members of those ad hoc Committees. The Chairperson shall create each ad hoc committee and appoint its members in writing, which shall specify the task of the committee. An ad hoc committee expires upon completion of its designated task. The Board of Directors may overrule the Chairperson's

decisions regarding the creation, appointment of members, or designated purpose of the ad hoc committee by majority vote. (Government Code section 54952(b).)

### 3.6 Removal of Committee Members

The Chairperson may remove a member from serving on a standing or ad hoc committee at any time. The Board of Directors may overrule the removal by a majority vote.

## **Section Four. Advisory Council.**

### 4.1 Advisory Council

Pursuant to Health and Safety Code section 40261, the Board of Directors shall appoint a Bay Area Air Quality Management Council (also known as the Advisory Council) to advise and consult with the Board and the EO/APCO on matters referred to it by the Board of Directors or the EO/APCO. Members serve at the pleasure of the Board of Directors and may be removed at any time by a majority vote of the Board of Directors.

### 4.2 Membership

The Advisory Council shall consist of seven members who are skilled and experienced in the fields of air pollution, climate change, or the health impacts of air pollution, plus one liaison member from the Board of Directors. Advisory Council members shall be selected to include a diversity of perspectives, expertise, and backgrounds. The EO/APCO shall develop position qualifications for serving on the Advisory Council, which shall be approved by the Board of Directors.

### 4.3 Terms of Office

#### (a) Term of Office

Each Advisory Council member shall hold office for a term of two (2) years and until the appointment and qualification of the member's successor.

#### (b) Limitations of Term of Office

The Board of Directors shall not re-appoint a member of the Advisory Council who has served on the Council for twelve (12) consecutive years. A person who has served on the Advisory Council for twelve (12) consecutive years is eligible for re-appointment after an absence of two (2) years from the Council.

### 4.4 Meetings

The Advisory Council shall meet four (4) times each year, or more frequently if the Board of Directors or Advisory Council deems necessary.

#### 4.5 Compensation; Expenses

##### (a) Compensation for Attendance at Meetings.

Members of the Advisory Council shall be entitled to compensation of two hundred dollars (\$200) per meeting for attending meetings of the Advisory Council and other authorized meetings as specified in the Meeting Compensation and Expense Reimbursement Policy adopted pursuant to Section 2.10.

(Health and Safety Code section 40266.)

##### (b) Expense Reimbursement

Members of the Advisory Council shall be entitled to reimbursement for actual and necessary expenses incurred by them in attending meetings of the Advisory Council and Advisory Council committees of which they are a member in accordance with the Expense Reimbursement Policy adopted pursuant to Section 2.10.

(Health and Safety Code sections 40260-40268.)

### **Section Five. Community Advisory Council**

#### 5.1 Community Advisory Council

The Board of Directors shall appoint a Community Advisory Council to provide guidance to the Board of Directors on programs and policies that impact all communities, including overburdened communities, within the Air District's jurisdiction; to make recommendations to the Board of Directors on equity and environmental justice matters to improve air quality in all communities, prioritizing the most impacted communities; to meaningfully engage impacted communities to represent and address stakeholders' interests; to advise Air District leadership on community-related matters to advance an equity-forward policy agenda; and to carry out any additional duties as the Board of Directors may prescribe. The Community Advisory Council shall be governed in its work by a Governing Structure adopted by the Board of Directors ("Governing Structure").

#### 5.2 Membership

In accordance with the Governing Structure, the Board of Directors shall appoint seventeen (17) members to the Community Advisory Council, who shall serve at the pleasure of the Board, as follows: Four (4) members shall live or work in Alameda County; four (4) members shall live or work in Contra Costa County; one (1) member shall live or work in the City and County of San Francisco; one (1) member shall live or work in San Mateo County; two (2) members shall live or work in Santa Clara County; one (1) member shall live or work in Solano County; two (2) members shall be youths who are between the ages of fourteen (14) and twenty-four (24) at the start of their term; and two (2) members shall serve in at-large seats. The Board of Directors shall grant

priority to individuals living or working in Marin, Napa, or Sonoma counties or individuals with special expertise, such as wildfire management, when filling the at-large seats. A minimum of seventy percent (70%) of members shall be residents living in the County represented, and no more than six (6) members may represent a County where they work for the benefit of overburdened communities. If selected to fill a seat, a representative of a business holding an Air District permit, or of an industrial company subject to regulation, shall be a non-voting member.

### 5.3 Terms of Office

#### (a) Term of Office

The Board of Directors shall appoint each member to a two-year or four-year term, in accordance with the Governing Structure. A member's term shall end upon expiration of the two- or four-year term, removal by the Board of Directors, or upon other disqualifying event as provided for in the Governing Structure.

#### (b) Term Limits

No member shall serve on the Community Advisory Council for more than eight (8) years.

#### (c) Vacancy

In the event of a vacancy, the Board of Directors may appoint a new member to fill the vacant seat for the remainder of the term.

### 5.4 Meetings

The Community Advisory Council shall set, by resolution, a regular time and place for meetings.

### 5.5 Compensation; Expenses

#### (a) Compensation for Attendance at Meetings and for Other Activities

Members of the Community Advisory Council shall be entitled to compensation for their time spent working on Council matters as follows. The Board of Directors shall include provisions in the Meeting Compensation and Expense Reimbursement Policy adopted pursuant to Section 2.10 to establish procedures for administering these compensation provisions.

(1) Members shall be entitled to compensation of five hundred dollars (\$500) per meeting for attending meetings of the Community Advisory Council.

(2) Co-Chairs shall be entitled to compensation of seventy-five dollars (\$75) per hour for attending Co-Chair meetings, up to a maximum of four (4) hours per month.

(3) Members of ad hoc or standing committees shall be entitled to compensation of seventy-five dollars (\$75) per hour for attending committee meetings, up to a maximum of six (6) hours per month.

(4) Members shall be entitled to compensation of seventy-five dollars (\$75) per hour for pre-approved participation in events, activities, or services related to the mission and purpose of the Community Advisory Council authorized in accordance with the Meeting Compensation and Expense Reimbursement Policy adopted pursuant to Section 2.10, up to a maximum of one thousand dollars (\$1,000) per year.

(b) **Expense Reimbursement**

Members of the Community Advisory Council shall be entitled to reimbursement for actual and necessary expenses incurred by them in connection with attending or participating in any of the meetings or events for which they are entitled to compensation under Section 5.5(a) above. Members shall be entitled to reimbursement for such expenses in accordance with the Meeting Compensation and Expense Reimbursement Policy adopted pursuant to Section 2.10.

## **Section Six. Hearing Board**

### **6.1 Hearing Board**

Pursuant to Health and Safety Code section 40800, the Board of Directors shall appoint a Hearing Board consisting of five members, as provided in Health and Safety Code section 40801. In filling the two seats designated for public members under Health and Safety Code section 40801(d), the Board of Directors shall give priority to applicants who do not qualify for the seats designated for members of professions under Health and Safety Code sections 40801(a)-(c). The Hearing Board shall have the power and authority to issue variances under Health and Safety Code sections 42350 *et seq.*, to issue orders for abatement under Health and Safety Code sections 42451 *et seq.*, to hear appeals from decisions by the EO/APCO to issue, deny, or suspend a permit under Health & Safety Code sections 42302 *et seq.*; to revoke a permit under Health and Safety Code section 42307, and to take all other actions authorized under other provisions of the Health and Safety Code and related law.

### **6.2 Terms of Office**

The term of office for a member of the Hearing Board shall be three (3) years.

### **6.3 Rules of Procedure**

The Hearing Board shall, as it may deem necessary, adopt, re-adopt, or amend rules of procedure for the conduct of its hearings and other matters before it.

## 6.4 Compensation, Expenses

### (a) Hearing Board Meetings

Members of the Hearing Board shall be entitled to compensation of four hundred dollars (\$400), or four hundred fifty dollars (\$450) for the Chairperson, for each day attending meetings of the Hearing Board, and shall be entitled to compensation of one hundred dollars (\$100) per day for attending other meetings as a representative of the Hearing Board upon authorization by the Board of Directors pursuant to the Meeting Compensation and Expense Reimbursement Policy adopted pursuant to Section 2.10.

### (b) Expense Reimbursement

Members of the Hearing Board shall be entitled to reimbursement for actual and necessary expenses incurred by them in attending meetings of the Hearing Board and other meetings for which compensation is authorized under subsection 6.4(a) in accordance with the Meeting Expense Reimbursement Policy adopted pursuant to Section 2.10.

(Health and Safety Code section 40800 *et seq.*)

## Section Seven. Adoption of Regulations

### 7.1 Regulation Authority

Pursuant to Health and Safety Code sections 40000, 40001, and 40702, among other provisions of law, the Board of Directors shall adopt rules and regulations to execute the powers and duties granted to, and imposed upon, the Air District, including but not limited to rules and regulations to achieve and maintain the state and federal ambient air quality standards in all areas affected by emission sources under the Air District's jurisdiction.

### 7.2 Rule Adoption Files

The EO/APCO shall maintain a file for each rule and regulation adopted by the Board of Directors containing (1) petitions received by the Air District proposing the adoption, amendment, or repeal of the rule or regulation; (2) notice of proposed adoption, amendment, or repeal of the rule or regulation; (3) written comments, data, studies, reports, and any other factual information submitted by any member of the public in connection with the adoption, amendment, or repeal of the rule or regulation; (4) a transcript, recording, or minutes of public hearings held in connection with the adoption, amendment, or repeal of the rule or regulation; and (5) the text of the rule or regulation as originally proposed, and any modified text, that was made available to the public prior to adoption.

(Health and Safety Code section 40728.)

## 7.3 Public Hearing Notice Requirements

### (a) Time of Publication

The Clerk of the Boards shall provide notice of the time and place of a public hearing to adopt, amend, or repeal any rule or regulation not less than 30 days prior thereto in accordance with Health and Safety Code section 40725 for such notice, and by publication in each county of the Air District pursuant to Section 6061 of the Government Code.

### (b) Content of Notice

The published notice shall include the following information:

- (1) The time and place of the public hearing.
- (2) A brief description of the proposed action.
- (3) Information on how members of the public may obtain the full text of the regulatory language that is proposed to be adopted, amended, or repealed, including a statement that it is available for public inspection at the Air District's headquarters during regular business hours.
- (4) An invitation for the submission of written public comments on the proposed action prior to the hearing. The notice shall include information on how the comments should be submitted, including the name, address and telephone number of the person to whom they should be directed (with addresses for mailing, physical delivery, and electronic submission), and it shall specify the date by which the comments must be received.

## 7.4 Public Hearing Requirements

### (a) Public Hearing Required

The Board of Directors shall not adopt, amend, or repeal any rule or regulation without first holding a public hearing thereon. The public hearing may be agendized and held in the same manner as any other agenda item in accordance with the Board's Rules of Procedure; no formal action of the Board is required to set the public hearing.

### (b) Hearing Procedure

At the public hearing held to adopt, amend, or repeal a rule or regulation, the Board of Directors shall provide for the submission of statements, arguments, or contentions, either oral, written, or both. In addition, any submitted written comments shall be made available to each Board member. Following consideration of all relevant matters presented, the Board of Directors may adopt, amend, or repeal a rule or regulation unless the Board determines to make changes in the text originally made available to the public that are so substantial

as to significantly affect the meaning of the proposed rule or regulation. The Board of Directors shall not take action on a rule or regulation containing changed text where the change is so substantial as to significantly affect the meaning of the proposed rule or regulation before its next regular meeting and shall allow further statements, arguments, and contentions either written, oral or both, to be made and considered prior to taking final action.

(c) Findings

Before adopting, amending, or repealing a rule or regulation, the Board of Directors shall make findings of necessity, authority, clarity, consistency, non-duplication, and reference, as defined in Health and Safety Code Section 40727, based upon relevant information presented at the hearing.

## Section Eight. Personnel

### 8.1 Executive Officer / Air Pollution Control Officer (EO/APCO).

(a) Appointment

The Board of Directors shall appoint the Executive Officer / Air Pollution Control Officer (EO/APCO), who shall serve at the pleasure of the Board.

(b) Duties

The EO/APCO shall serve as the Executive Officer of the Air District and possess the power and duty to administer the business of the Air District. Those duties include, without limitation:

- (1) Supervising and directing the preparation and submission of all required air quality plans.
- (2) Enforcing all laws, rules, regulations, and orders to achieve and maintain the state and federal ambient air quality standards in all areas affected by emission sources under their jurisdiction and enforcing all applicable provisions of state and federal law.
- (3) Supervising and directing the preparation of the annual budget for the Air District.
- (4) Submitting to the Board of Directors each year a complete report of the finances and administrative activities of the Air District from the preceding year.
- (5) Except as otherwise specified in this Administrative Code, executing and administering contracts entered into by the Air District and executing and administering grants and sponsorships funded by the Air District.

- (6) Except as otherwise specified in this Administrative Code, serving as the appointing authority for all positions of employment in the Air District, with plenary and sole authority to hire, fire, discipline, layoff, supervise, and assign employees in the Air District.
- (7) Developing a comprehensive Personnel Policy Manual setting forth personnel policies and procedures for the Air District for approval by the Board of Directors; making the Personnel Manual available to Air District employees and to the public; and administering the personnel policies and procedures set forth in the Personnel Manual.
- (8) Recommending compensation and benefits for Air District employees for approval by the Board of Directors.
- (9) Overseeing the Air District's labor relations program, including its compliance with relevant labor laws, its implementation of any labor agreements approved by the Board of Directors, and negotiations with any Air District labor organization.
- (10) Overseeing a comprehensive classification and position control plan, subject to approval by the Board of Directors.
- (11) In consultation with the Air District General Counsel, ensuring compliance with all relevant Equal Employment Opportunity and Non-discrimination laws.
- (12) Providing the day-to-day administration of the Air District and carrying out all duties required under the Health and Safety Code.
- (13) Retaining and maintaining records according to state law and the Air District's Records Management and Access Policy, which shall be approved by a resolution of the Board of Directors.
- (14) Designating the Air District employee with principal responsibility for the financial affairs of the Air District to hold the title of Chief Financial Officer.
- (15) Performing such other and additional duties as the Board of Directors may prescribe.

## 8.2 Air District General Counsel

### (a) Appointment

The Board of Directors shall appoint a General Counsel to the Air District, who shall serve at the pleasure of the Board.

(b) Duties

The General Counsel shall serve as the chief legal officer of the Air District and possess the power and duty to administer the legal affairs of the Air District and to represent the Air District in all legal matters. The General Counsel's duties include, without limitation:

- (1) Providing advice and legal opinions, either orally or in writing as appropriate to the circumstances, to the Board of Directors, the EO/APCO, Board Committee, Hearing Board, Advisory Councils, or other committee or employee as directed by the Board of Directors.
- (2) Making recommendations to the EO/APCO and Board of Directors on the settlement of all claims and litigation involving the Air District.
- (3) Approving as to form, prior to enactment, all surety bonds, contracts, ordinances, resolutions, and other legal documents and instruments; and examining and approving title to all real property to be acquired by the Air District.
- (4) Serving as the appointing authority for all positions of employment in the Air District's Legal Division, with plenary and sole authority to hire, fire, discipline, layoff, supervise, and assign employees in that Office.
- (5) Hiring outside legal counsel and related professional services when in the interests of the Air District. The General Counsel may execute contracts for legal services as provided for in Section 9.4(g).
- (6) Carrying out other and additional duties as the Board of Directors may prescribe.

*[Revised December 3, 2025]*

8.3 Clerk of the Boards

The EO/APCO shall appoint a Clerk of the Boards. The Clerk of the Boards shall take the minutes, prepare the correspondence, assemble and distribute the agendas, post and deliver the meeting and hearing notices, keep the records, and generally provide administrative support for the Board of Directors and its committees, the Advisory Councils, and the Hearing Board, as required by law and as requested by the Chairperson and EO/APCO. The Clerk of the Boards shall be the sole entity authorized to accept service of process on behalf of the Air District and its Board of Directors and Hearing Board.

8.4 Continuity Policy

In the event that either the EO/APCO or the General Counsel is temporarily unable to perform their duties, or if either position becomes vacant, the duties of that position shall

be performed as specified in the Executive Leadership Continuity Policy adopted by the Board of Directors.

## **Section Nine. Fiscal Policies and Procedures**

### **9.1 Treasurer**

The Treasurer of the County of San Mateo shall be ex-officio Treasurer of the Air District and shall have the duties imposed by law.

### **9.2 Annual Audit**

The Board of Directors shall contract with either a certified public accountant or the county auditor of one of the counties of the Air District to conduct an annual audit of the accounts and records of the Air District. The audit shall be conducted in accordance with generally accepted auditing standards for financial audits as specified in the Government Auditing Standards issued by the Comptroller General of the United States. A report of the audit shall be reviewed by the Board of Directors and shall be filed with the County Auditor of each of the counties within the Air District's jurisdiction, the State Controller's Office, and the U.S. Environmental Protection Agency, within twelve months of the end of the fiscal year under examination. (Government Code section 30200; Health and Safety Code section 40276.)

### **9.3 Adoption of Budget**

#### **(a) Budget Preparation**

No later than the 15<sup>th</sup> day of January of each year, the EO/APCO shall start the preparation of the budget for submission to the Board of Directors via the Finance and Administration Committee.

#### **(b) Presentation to Finance and Administration Committee**

The EO/APCO, or their designee, shall present a proposed budget to the Finance and Administration Committee no later than March 31<sup>st</sup> for consideration by that Committee. The Committee may refer the proposed budget directly to the full Board of Directors, or it may request revisions to the proposed budget for consideration at a subsequent Committee meeting. The Finance and Administration Committee shall refer a proposed budget to the Board of Directors no later than April 30<sup>th</sup>.

#### **(c) Adoption by the Board of Directors**

##### **(1) Notice**

No less than thirty (30) days before any Board of Directors public hearing on the budget, the EO/APCO, or their designee, shall prepare and make available to the public a summary of the Air District budget and any supporting documents,

including, but not limited to, a schedule of fees to be imposed by the Air District to fund its programs.

(2) Public Hearing to Review the Budget

Not less than two (2) weeks before the public hearing at which the budget is adopted, the Board of Directors shall hold a public hearing for the exclusive purpose of reviewing the proposed budget and providing the public with the opportunity to comment upon the proposed budget.

(3) Adoption of the Budget

The Board of Directors shall adopt the budget at a public hearing held not less than two weeks after the public hearing to review the proposed budget required under subsection 9.3(c)(2), but under no circumstances any later than the last day of June. (Health and Safety Code section 40130-40131.)

*[Revised December 3, 2025]*

#### 9.4 Procurement and Contracting

- (a) The EO/APCO shall maintain a Procurement Policy establishing procedures for conducting procurements consistent with public agency best practices, including competitive bidding, awarding, administering, and executing contracts for goods and services, leases, and other similar contractual agreements (collectively referred to herein as “contracts”). The EO/APCO may amend the policy as needed to implement an efficient and effective procurement program.
- (b) The EO/APCO may execute contracts in an amount that does not exceed two hundred thousand dollars (\$200,000). The EO/APCO shall report such contracts to the Board of Directors if they exceed one hundred thousand dollars (\$100,000). Contracts in excess of two hundred thousand dollars (\$200,000) must be approved by the Board of Directors.
- (c) The EO/APCO may execute amendments to contracts (1) if the amount of the contract as amended does not exceed two hundred thousand dollars (\$200,000), or (2) if the contract has previously been approved by the Board of Directors, the cumulative amount of all amendments since the last Board approval does not exceed the last Board-approved contract amount by more than two hundred thousand dollars (\$200,000) or 25%, whichever is the lesser amount. All other amendments must be approved by the Board of Directors. The EO/APCO shall report to the Board of Directors any amendments that (1) cause the amount of a contract as amended to exceed one hundred thousand dollars (\$100,000), or (2) cause the amount of a contract already exceeding one hundred thousand dollars (\$100,000) to increase by more than 25%.
- (d) Notwithstanding any limitations in this Section 9.4, the EO/APCO may execute contracts for goods and services without prior approval by the Board of Directors

in the event of a declared state of emergency that causes a need to immediately procure such goods or services to make repairs, to safeguard the lives or property of residents within the Air District jurisdiction or Air District employees or property, or to otherwise protect public health or welfare as a result of extraordinary conditions created by war, epidemic, weather, fire, flood, earthquake or other catastrophe, or the breakdown of any plant, equipment, structure, or public work. The EO/APCO may execute such a contract in an expeditious manner to the extent necessary to respond to the emergency; however, if the emergency permits, the EO/APCO shall obtain the approval of the Chairperson of the Board of Directors. The EO/APCO shall report to the Board of Directors on the execution of the contract as soon as practicably possible.

- (e) Notwithstanding any limitations in this Section 9.4, the EO/APCO may execute renewal contracts for the following categories of goods and services without approval by the Board of Directors, including those exceeding two hundred thousand dollars (\$200,000), provided the initial procurement was authorized under then-applicable provisions of the Administrative Code, including the use of appropriate required competitive processes: utilities; insurance; employee benefits (e.g., CalPERS, life insurance, etc.); fueling and charging of Air District vehicles; Bay Area Headquarters Authority common area and shared services expenses; real property leases and license agreements; software services (e.g. licenses, warranties, maintenance, and support); cloud-based information infrastructure and services; OEM equipment warranties; and equipment leases.

For any contracts renewed in this manner, the EO/APCO shall report payments made under such contracts exceeding thirty thousand dollars (\$30,000) in total in any fiscal year to the Board of Directors in connection with the quarterly financial reports. The provisions of this Section 9.4(e) apply to qualifying renewals of existing contracts only. Approval by the Board of Directors is required for all new contracts if the goods or services that will be purchased under the contract are anticipated to be greater than two hundred thousand dollars (\$200,000).

- (f) In circumstances where a contract is required to be executed independently from the EO/APCO, and no other Air District employee can appropriately execute the contract due to legal, confidentiality, or personnel reasons, or because other extenuating circumstances exist, the Chairperson of the Board of Directors may execute the contract on behalf of the Air District, with notification to the Board of Directors, if the amount of the contract does not exceed two hundred thousand dollars (\$200,000). Such contracts in excess of two hundred thousand dollars (\$200,000) must be approved by the Board of Directors. In approving such contracts, the Board of Directors shall authorize and direct the Chairperson, the Vice-Chairperson, or another member of the Board of Directors to execute the contract on behalf of the Air District. In entering into contracts under this

subsection 9.4(f), the Chairperson and the Board of Directors shall endeavor to follow public agency procurement best practices to the extent practicable.

- (g) The General Counsel may execute contracts for outside legal counsel and related professional services as provided for in Section 8.2(b). The General Counsel may execute contracts for outside legal counsel and related professional services in the same manner in which the EO/APCO may execute contracts for general procurement under paragraphs 9.4(b) and 9.4(c) above, with the same limits on the dollar amounts of contracts and contract amendments that can be executed without further approval by the Board of Directors. In procuring outside counsel and related professional services, the General Counsel shall endeavor to follow public agency best practices to the extent practicable.

*[Revised March 5, 2025 & December 3, 2025]*

#### 9.5 Acceptance of Grants and Gifts Made to the Air District

The Board of Directors must approve the acceptance of all grants and gifts made to the Air District of more than five hundred dollars (\$500) in value. The Board of Directors may, in its discretion, approve the acceptance of multiple grants or gifts from a single source or entity in one blanket approval.

#### 9.6 Grants of Air District Funds

- (a) The EO/APCO shall develop for approval by the Board of Directors a Grants Policy for the awarding of grants of Air District funds. The EO/APCO shall ensure that all Air District grants comply with the Grants Policy as approved by the Board of Directors. The EO/APCO shall ensure that opportunities, qualifications, and criteria for applying for Air District grants are widely publicized, posted on the Air District's website, and provided to any person or entity who requests notice of such information, as provided for in the Grants Policy.
- (b) The EO/APCO may approve the award of grants of Air District funding in an amount of up to two hundred thousand dollars (\$200,000) per fiscal year per grantee, or up to five hundred thousand dollars (\$500,000) for voluntary emissions reduction projects that are funded by state revenues and local vehicle registration fees. The EO/APCO shall report these grants to the Board of Directors. Awards of grants in excess of two hundred thousand dollars (\$200,000) to a single grantee in a fiscal year, or five hundred thousand dollars (\$500,000) for voluntary emissions reduction projects that are funded by state revenues and local vehicle registration fees, must be approved by the Board of Directors. The Board of Directors may, in its discretion, approve such grants for an entire grant program in a blanket approval for that program.

#### 9.7 Sponsorships

The EO/APCO shall develop for approval by the Board of Directors a Sponsorship Policy for the award of Air District funds to sponsor activities and events consistent with the Air District's mission, values and goals. The EO/APCO shall ensure that funds expended for sponsorships of such activities and events comply with the Sponsorship Policy as approved by the Board of Directors.

9.8 Agreements for Employee Compensation, Benefits

- (a) The Board of Directors shall approve all employment and labor agreements regarding Air District employees. All such agreements shall be made available to the public and published on the Air District's website.
- (b) The Board of Directors shall approve all contracts for health, retirement, or other employee benefits. All such contracts shall be made available to the public and published on the Air District's website.
- (c) The Board of Directors shall approve the terms of all pay and benefits provided to Air District employees. The terms of such pay and benefits shall be made available to the public and published on the Air District's website.

9.9 Claims Against the Air District

- (a) All claims against the Air District shall be filed with the Clerk of the Boards and the General Counsel. The Air District shall make available a claims form, which shall be published on the Air District's website and available upon request from the Clerk of the Boards, for purposes of advancing a claim.
- (b) With the approval of the General Counsel, the EO/APCO may allow, compromise, or settle a claim or lawsuit against the Air District for an amount not to exceed fifty thousand dollars (\$50,000). The EO/APCO shall report all such resolutions of claims to the Board of Directors. Any allowance, compromise or settlement of a claim or lawsuit in excess of fifty thousand dollars (\$50,000) must be approved by the Board of Directors.

(Government Code section 935.4)

9.10 Electronic Signatures

- (a) Definitions: The following definitions apply to this Section 9.10:
  - (1) "Electronic signature" has the same meaning as in Section 1633.2 of the California Civil Code.
  - (2) "Digital signature" has the same meaning as in Section 16.5 of the California Government Code.
  - (3) "Transaction" has the same meaning as in Section 1633.2 of the California Civil Code.

- (4) "UETA" means the Uniform Electronic Transactions Act, commencing at Section 1633.1 of the California Civil Code.
- (b) Electronic and Digital Signatures Accepted
- (1) In any transaction with the Air District, in which the parties have agreed to conduct the transaction by electronic means, the Air District may use and accept an electronic signature, if the electronic signature complies with the UETA.
- (2) In any written communication with the Air District, in which a signature is used or required, the Air District may use or accept a digital signature, if the digital signature complies with Section 16.5 of the California Government Code.
- (3) The EO/APCO or their designee shall determine the documents for which the Air District may use and accept electronic signatures or digital signatures.

(c) Accepted Technologies

The EO/APCO or their designee shall determine acceptable technologies and vendors under this section to ensure the security and integrity of any data and signatures. In determining which technologies and vendors are acceptable for digital signatures, the EO/APCO or their designee shall comply with all applicable regulations, including, but not limited to, ensuring that the level of security used to identify the signer of a document and the level of security used to transmit the signature are sufficient for the transaction being conducted. In addition, to the extent necessary, the EO/APCO or their designee shall ensure that any certificate involved in obtaining a digital signature by the signer is sufficient for the Air District's security and interoperability needs.

## Section Ten. Employment

### 10.1 Personnel Policies

The EO/APCO shall develop, maintain and administer personnel policies, which the EO/APCO may adopt and amend from time to time as the EO/APCO determines is most appropriate without the need for further approval by the Board of Directors. The EO/APCO shall compile such policies in a Personnel Policy Manual, which shall be made available to all employees.

### 10.2 EO/APCO Authority

The EO/APCO is authorized to make administrative decisions necessary to implement this Section 10. The EO/APCO's authority includes, but is not limited to, the following:

#### (a) Discipline

The EO/APCO or designee has the authority to take any and all necessary disciplinary actions, including termination, to ensure the continuity and integrity of the Air District's functions and workplace.

(b) Early Release with Compensation

The EO/APCO has the authority to permit employees to leave work early with compensation.

(c) Underfilling of Positions

Instead of filling a vacant Board-approved position, the EO/APCO has the authority to temporarily substitute an alternate position with a lower classification in the same classification series in place of that vacant Board-approved position to allow for recruitment flexibility. This practice is referred to as underfilling. The EO/APCO may underfill the vacant Board-approved position by hiring, transferring or promoting an employee into the substituted lower-classification position instead of filling the vacant higher-classification position.

10.3 Salaries and Benefits

The Board of Directors shall annually (or as otherwise necessary) adopt and publish a salary schedule specifying the salary ranges for Air District employees and a benefits resolution specifying employment-related benefits.

The Board of Directors shall adjust salary ranges and employment-related benefits consistent with any Memoranda of Understanding entered into with represented employees or other agreements with Board-appointed employees or other parties.

10.4 Determination of Salaries for New Hires

Unless special conditions warrant otherwise, employees will be hired at the entrance salary of their position classification (Step A). An employee may be hired at Step B or C with written justification by the hiring supervisor and the approval of the EO/APCO. An employee may be hired at Step D or E with approval of the Finance and Administration Committee.

10.5 Y-Rating

When (i) an employee is transferred to a position with a lower salary than their current position or (ii) the salary of an employee's position is reduced for any reason, the EO/APCO may, with approval by the Board of Directors, maintain the employee at the salary they received before the transfer or reduction. This process is referred to as "Y-rating." A Y-rated employee will maintain the salary they received before the transfer or reduction, with no increase, until such time as the salary of their position exceeds the salary they received before the transfer or reduction. The salary of the Y-rated employee will be increased only if the Board of Directors increases the salary for their position above the salary they received before the transfer or reduction, or if they become eligible for a higher salary because of a step increase, promotion or reclassification.

## 10.6 Reservation of Rights

The Board of Directors specifically reserves the right, subject to any meet and confer requirements, to, at any time, adjust, alter, change, delete, suspend or discontinue this Section 10, or any policies, procedures, benefits or programs, in whole or in part, to effectively meets the needs of the Air District and its employees.

## 10.7 At-Will Employment

### (a) At-Will Employees

Employees in positions in the following classifications shall be at-will employees:

- (1) Any individual appointed by the Board of Directors and employed under an employment contract, including the EO/APCO and General Counsel, who shall serve at the pleasure of the Board of Directors;
- (2) Any individual appointed by the EO/APCO to the classification of Principal Deputy Executive Officer (PDEO), Deputy Executive Officer (DEO) or Assistant Deputy Executive Officer (ADEO), who shall serve at the pleasure of the EO/APCO;
- (3) Any individual appointed by the General Counsel to the classification of Senior Assistant Counsel, who shall serve at the pleasure of the General Counsel.
- (4) Any individual hired by the Air District as a Limited-Term Contract Employee (LTCE).

### (b) Appointment and Termination of At-Will Employees

Appointments of the at-will employees identified in subsections (a)(1)-(a)(3) above need not include a competitive recruitment process and may be appointed directly by the appointing authority identified in subsections (a)(1)-(3), subject to budgetary approval.

Appointments of the at-will employees identified in subsections (a)(2) and (a)(3) above may be made at any salary step, notwithstanding any limitations in this Administrative Code, including Section 10.4 above; and after appointment, the EO/APCO may adjust the employee's salary step at any time based on performance, without regard to the length of time since the employee's last step increase.

At-will employees serve at the pleasure of the appointing authority and may be terminated for any reason or for no reason, with or without prior notice, and with no right to appeal or grieve any disciplinary action or termination regardless of whether they held a prior position in the Air District. In addition, at-will employees may be appointed for a fixed term of employment, and in such cases the employee will be separated at the expiration of that term (unless the employee has return rights to a prior position pursuant to subsection 10.7(c) below or said term is extended by the identified appointing

authority). Except as expressly provided in subsection 10.7(c) below, at-will employees separated from an at-will position shall have no right to return to any other Air District position, regardless of seniority or tenure. At-will employees are not subject to any Layoff and Recall provisions in any provision of any Air District code or policy.

(c)      Return Rights for Specified At-Will Employees

Notwithstanding Section 10.7(b) above, employees who were appointed to the DEO or Senior Assistant Counsel classification prior to June 1, 2023, shall be entitled to return to a vacant position in the last classification they held prior to their appointment to the DEO or Senior Assistant Counsel classification, and at the same salary step they held prior to their appointment to the DEO or Senior Assistant Counsel classification. Reinstatement to the vacant position shall occur upon the termination of their appointment to the DEO or Senior Assistant Counsel classification, whether that occurs (1) at the end of a specified term, (2) due to their voluntary request to vacate the classification, or (3) at the discretion of the General Counsel or EO/APCO.

(1)      For a DEO, if no vacant position exists in the employee's previously-held classification or if they did not serve in a previous classification, the employee shall be offered alternate employment at the discretion of the EO/APCO. Employees under this provision will be placed at the salary step closest to the current pay for the position they held immediately prior to their appointment to the DEO classification, or at the discretion of the EO/APCO.

(2)      For a Senior Assistant Counsel, the employee will be placed in an Assistant Counsel position. In the event a Senior Assistant Counsel returns to an Assistant Counsel position under this paragraph, the returning Senior Assistant Counsel will be placed at the highest Assistant Counsel salary step for which they would have been eligible based on length of service if they had remained in their original Assistant Counsel position.

Employees with return rights pursuant to this Subsection 10.7(c) are subject to discipline up to and including suspension while in the classification of DEO or Senior Assistant Counsel without appeal. However, if the Air District seeks to terminate such an employee, the employee will first be removed from the DEO or Senior Assistant Counsel classification and returned to an Air District classification with appeal rights pursuant to subsection 10.7(c)(1) or 10.7(c)(2) above. Discipline imposed on an employee in a Deputy Executive Officer or Senior Assistant Counsel classification may be used for purposes of progressive discipline after such return.

(3) \_\_\_\_\_

## 10.8 Limited-Term Contract Employees

### (a) Limited-Term Contract Employee Defined

Limited-Term Contract Employee (LTCE) means any person employed at-will by the Air District to work on one or more specific projects of limited duration, or for a specified period of time, and whose limited-term employment with the Air District is expected to terminate at the conclusion thereof.

### (b) LTCE Employment

LTCE may be subject to a fixed term of employment and will be separated at the expiration of that term, unless the term is extended. LTCE are not subject to a probationary period and are not subject to any Layoff and Recall provisions in any provision of any Air District code or policy. They do not have the right to appeal or grieve any disciplinary action.

### (c) Conversion to Permanent Status

Non-Competitive Appointment Eligibility: Unrepresented employees in LTCE positions may be appointed to an unrepresented permanent position without a competitive recruitment.

Return Rights: Unrepresented employees in LTCE positions may be granted the right to return to the permanent position they held prior to the LTCE assignment upon completion of said assignment.

## 10.9 Classification Plan

The Board of Directors shall adopt and maintain a Classification Plan that organizes Air District positions into classifications based on each position's assigned duties and responsibilities and the qualifications necessary to successfully perform the work. The Classification Plan shall specify the classifications that are included in each Representation Unit established pursuant to the Air District's Employer-Employee Relations Resolution.

The EO/APCO or designee shall periodically review the Classification Plan to ensure that each position in the Air District is properly classified, and shall recommend to the Board of Directors any updates necessary. The EO/APCO may make minor, non-substantive changes to the Classification Plan, such as correcting typographical or grammatical errors, updating job titles, and clarifying terminology, without further approval by the Board of Directors.

## 10.10 Units

Air District staff belong to one of the following five Units, as established in accordance with the Air District's Employer-Employee Relations Resolution:

### (a) Technical/General Unit

The Technical/General Unit consists of employees in clerical classifications, which are employees engaged in administrative support activities including internal and external communication, recording and retrieval of data and/or information and other paperwork required in an office, such as Office Assistant, Accounting Assistant and employees in the technical classifications, which are employees engaged in work requiring scientific or technical knowledge and manual skills attained through college training or through on the job training, such as inspectors, laboratory technicians, and instrument specialists, except for employees included in the Confidential Unit.

(b) Professional Unit

The Professional Unit consists of employees in professional classifications, which include employees engaged in work requiring specialized knowledge and skills attained through completion of a recognized course of instruction, including, but not limited to, accountants, engineers, planners, meteorologists, statisticians, and the various types of physical, chemical and biological scientists.

(c) Confidential Unit

The Confidential Unit consists of employees in legal services classifications and personnel classifications, Executive Assistants, and employees who are privy to the decision-making process of Air District management or the Board of Directors affecting employee and labor relations matters.

(d) Management Unit

The Management Unit consists of employees in management classifications, including the EO/APCO, Deputy Executive Officers, Assistant and Principal Deputy Executive Officers, Division Directors, Officers, Managers, General Counsel, Senior Assistant Counsel and Staff Attorneys.

(e) Attorney Management Unit

The Attorney Management Unit consists of Assistant Counsels in the Attorney Manager classifications.

## **Section-Eleven10. Conflicts of Interest Code**

### **110.1 Conflict of Interest Code**

Pursuant to Government Code section 87300, the Board of Directors shall, by resolution, adopt and maintain a Conflict-of-Interest code.

## Section Twelve~~11~~. California Environmental Quality Act (“CEQA”)

### 124.1 CEQA Regulations

Pursuant to Public Resources Code section 21082, the Board shall adopt procedures for the evaluation of projects and the preparation of environmental impact reports and negative declarations required under the California Environmental Quality Act.

## Section Thirteen~~13~~. Transition Provisions, Interpretation of the Code.

### 132.1 Previous Administrative Code Repealed~~Operative Date~~

~~Except as provided herein, this Administrative Code replaces the Air District's previous Administrative Code, shall be operative on January 1, 2024. On that date, Divisions I and II Division II of which were repealed effective January 1, 2024, and Division III of which was repealed effective [insert date of adoption].~~

~~the Administrative Code of the Air District that existed prior to that date are hereby repealed; provided however, Section 10 of Division I shall be adopted “as is” in an Employer-Employee Relations Resolution (“EERR”), to also become operative on January 1, 2024. Any differences between the EERR and Section 10, Division I, shall be subject to meet and consult/confer per the Meyers-Milias-Brown Act, as appropriate. The definitions in Division I preceding Section 1, shall remain in effect to the extent they apply to provisions in Division III.~~

~~With respect to Division III (Personnel Policies & Procedures) of the prior Administrative Code:~~

~~Represented Employees: With respect to Air District employees represented by a labor organization recognized by the Air District's Board of Directors as their exclusive bargaining representative, policies within Division III shall be governed by applicable Memoranda of Understanding (MOU) between the Air District and the recognized labor organization. In the event of a conflict between this Administrative Code and a Memorandum of Understanding applicable to a represented employee, the MOU shall prevail with respect to that employee. repealed after the adoption of new comprehensive personnel policies and labor relations rules, subject to meeting and conferring with the applicable labor organization as provided by law.~~

~~Unrepresented Employees: With respect to Air District employees who are unrepresented, personnel policies may be hereafter adopted by the Board of Directors that supersede policies in Division III. If and when such superseding policies are adopted, the superseded policy shall be identified upon adoption of the new policy.~~

~~In the event of a conflict between Division III and this Administrative Code, Division III shall prevail.~~

### 13.2 Obligations of Contract Not Impaired

All rights, claims, actions, orders, obligations, proceedings, bond authorizations, and contracts existing on the operative date of this Administrative Code shall not be affected by the adoption of this Administrative Code.

**132.3 Effect of Headings**

Section headings contained in this Administrative Code do not constitute any part of the law. Citations to state law are provided for reference only.

**132.4 Severability**

If any section, subsection, sentence, clause, word, or phrase of this Administrative Code is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Code. The Board of Directors hereby declares that it would have adopted this Administrative Code and each section, subsection, sentence, clause, word, and phrase it contains, irrespective of the fact that one or more sections, subsections, sentences, clauses, words, or phrases may be held invalid.

## Revision History

This Administrative Code was adopted by the Board of Directors on November 15, 2023 (Resolution No. 2023-24) and took effect on January 1, 2024. Since initial adoption, the Administrative Code has been amended as follows:

Date	Provisions Affected
March 5, 2025	Section 9.4 – Procurement and Contracting
December 3, 2025	Section 3.4 – Appointments to Committees Section 8.2 – Air District General Counsel Section 9.3 – Adoption of Budget Section 9.4 – Procurement and Contracting



# **Administrative Code**

**DRAFT**

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## **Bay Area Air Quality Management District Administrative Code**

### **Section One. Title and Purpose**

#### **1.1 Title**

This Code shall be known as the “Bay Area Air Quality Management District Administrative Code,” “Air District Administrative Code,” or “Administrative Code.”

#### **1.2 Purpose and Overview**

This Administrative Code sets forth the governance, administrative, and financial provisions for the Bay Area Air Quality Management District (hereafter “Air District”), the method of appointment of Air District employees, and procedures for the operation and management of the Air District.

The Air District is an independent special district created, pursuant to Chapter 4 of Part 3 of Division 26 of the California Health and Safety Code, to regulate stationary sources of air pollution in the nine counties that surround San Francisco Bay: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, southwestern Solano, and southern Sonoma counties.

#### **1.3 Adoption and Amendment of the Air District Administrative Code**

This Administrative Code is adopted and may be amended by ordinance of the Board of Directors, after review and recommendation by the Finance and Administration Committee. The Board of Directors shall ensure that the Air District Administrative Code is reviewed at least every five (5) years, and the Board of Directors shall approve amendments, as necessary.

#### **1.4 Air District Seal**

The Air District may provide for and adopt an official seal. The seal of the Air District shall be used only for purposes directly connected with the official business of the Air District.

#### **1.5 Non-Discrimination**

The Air District is committed to non-discrimination and equity throughout the organization and in carrying out the agency’s mission. The Board of Directors shall adopt by resolution a Non-Discrimination Policy to articulate this commitment and to ensure compliance with all legal obligations, including without limitation the Equal Protection Clause of the Fourteenth Amendment to the U.S. Constitution, Title VI of the Civil Rights Act of 1964, and California Government Code Section 11135. The Executive Officer / Air Pollution Control Officer (“EO/APCO”) shall implement this Non-Discrimination Policy and shall ensure that the Policy is communicated in a transparent fashion to Air District staff and to the public and is posted on the Air District’s website.

## **Section Two. Board of Directors**

### **2.1 Appointment**

The Board of Directors is the governing body of the Air District and consists of members appointed pursuant to Article 3 of Chapter 4 of Part 3 of Division 26 of the Health and Safety Code. (Health and Safety Code section 40220 *et seq.*)

### **2.2 Terms**

Each member of the Board of Directors appointed by a board of supervisors shall hold office for a term of four years and until the appointment and qualification of their successor, and each member appointed by a city selection committee shall hold office for a term of two years and until the appointment and qualification of their successor. (Health and Safety Code section 40222.)

### **2.3 Quorum**

A majority of the members of the Board of Directors constitute a quorum for the transaction of business. The Board may meet only when a quorum is present. (Health and Safety Code section 40226.)

### **2.4 Action**

Unless otherwise specified in state law or this Administrative Code, an action of the Board of Directors shall require the presence of a quorum and the affirmative vote of a majority of the total membership of the Board. The Board may act by ordinance, resolution, or motion. (Government Code section 54952.6; Health and Safety section 40226.)

### **2.5 Rules of Procedure**

The Board of Directors shall adopt Rules of Procedure to govern the conduct of its meetings. The Board of Directors may amend those Rules to conform to changes in law or as otherwise needed.

### **2.6 Board of Directors Meetings**

#### **(a) Location**

All regular meetings of the Board of Directors and all regular meetings of Board Committees shall be held at the offices of the Air District located at 375 Beale Street, San Francisco, California.

#### **(b) Regular Meeting Time**

The Board of Directors shall adopt annually by resolution a schedule of regular meetings for each calendar year. Regular meetings of the Board of Directors shall be held on the first Wednesday of each month, beginning at the hour of 10:00

a.m., and at additional dates and times as specified in the annual meeting schedule adopted by the Board.

(c) Special Meetings

A special meeting may be called whenever the business of the Air District may require it. A special meeting may be called at the request of the Chairperson of the Board of Directors in consultation with the EO/APCO, or at the request of a majority of the members of the Board of Directors. Whenever a special meeting is called, notice shall be given to each member of the Board of Directors at least twenty-four (24) hours in advance, and to others as required by law, stating the date and hour of the meeting, the location of the meeting, and the purpose for which the meeting is called. No business shall be transacted at the meeting except as stated in the notice. (Government Code section 54956.)

(d) Use of Remote Teleconferencing

The Board of Directors shall hold regular meetings at the location specified in subsection 2.6(a) above. The Board of Directors may hold any meeting using remote teleconferencing technology in accordance with Government Code sections 54953(b) and (f), with the exception that remote teleconference attendance shall not be allowed (except for “just cause” or “emergency circumstances” remote teleconferencing where authorized by Government Code section 54953(f)) for a meeting at which the Board of Directors is to adopt the budget or is to hold a public hearing for adoption of a rule or regulation, or upon special circumstances at the call of the chair.

As a courtesy to and for the convenience of members of the public, the Board of Directors may provide a webcast or streaming service for any meeting to allow members of the public to watch or participate in the meeting virtually. By choosing to participate in a meeting virtually, members of the public accept the risk that in the event of a disruption to the webcast or streaming service, the Board will continue with its meeting. (Government Code sections 54950 *et seq.*)

2.7 Officers

(a) Officers; Election, Removal

The Board of Directors shall elect a Chairperson and Vice-Chairperson. The Board of Directors shall elect these Officers in November prior to the commencement of the Officers’ terms, or as otherwise necessary to fill a vacancy. The Officers shall serve at the pleasure of the Board of Directors and may be removed by a two-thirds ( $\frac{2}{3}$ ) vote of the membership of the Board of Directors held at a regular meeting.

(b) Terms of Officers

The Chairperson and Vice-Chairperson shall serve two-year terms, which shall begin on January 1 of each even-numbered year. Members of the Board of Directors elected to serve as Chairperson and Vice-Chairperson for the one-year 2024 term under the predecessor to this Administrative Code shall serve in those positions for the two-year 2024-2025 term under this Administrative Code. No member of the Board of Directors may serve more than four years in any one office.

(c) Officer Rotation

The Officer positions shall be rotated among the members of the Board of Directors in a manner to assure participation in the affairs of the Air District from a wide representation of the membership. In selecting members to serve as Officers, the Board of Directors shall consider and balance representation by members appointed by Boards of Supervisors, members appointed by City selection committees, members from large counties, and members from small counties, as well as geographic representation from all parts of the Bay Area, although the Board need not follow any strict rule of rotation.

(d) Chairperson

The Chairperson's duties include without limitation:

- (1) Presiding over the meetings of the Board of Directors.
- (2) Signing all ordinances and resolutions adopted by the Board of Directors while the Chairperson presides.
- (3) Appointing members of committees of the Board of Directors.

(e) Vice-Chairperson

The Vice-Chairperson shall have the following duties:

- (1) In the event the Chairperson is unable to attend a meeting, the Vice-Chairperson shall preside over the meeting and shall sign ordinances and resolutions adopted at the meeting.
- (2) In the event that the Chairperson is unable, for whatever reason, to fulfill their term of office, the Vice-Chairperson shall succeed the Chairperson.

2.8 Non-Interference in Administration Affairs

The Board of Directors and its members shall deal with the administration of the Air District only through the EO/APCO, except for the purpose of inquiry, and neither the Board of Directors nor any member thereof shall give orders or direction to any subordinates of the EO/APCO, without the express consent of the EO/APCO. The EO/APCO shall take their orders and instructions from the Board of Directors only when

sitting in a duly held meeting of the Board, and no individual member of the Board of Directors shall give any orders or instructions to the EO/APCO.

Except as expressly provided in this Administrative Code, the Board of Directors, and its members, shall have no power or authority over, nor shall they dictate, suggest, or interfere with respect to, any appointment, promotion, compensation decision, disciplinary action, contract or requisition for purchase, or other administrative action or recommendation of the EO/APCO.

Violation of this section of the Administrative Code constitutes official misconduct.

## 2.9 Compensation for Attendance at Meetings

Each member of the Board of Directors shall be entitled to compensation for attendance at meetings as follows:

### (a) Meetings Eligible for Compensation

- (1) Meetings of the Board of Directors and of Board Committees; and
- (2) Other meetings while on official business of the Air District as authorized under the Meeting Compensation and Expense Reimbursement Policy adopted pursuant to Section 2.10.

### (b) Attendance Requirements

A member of the Board of Directors shall be entitled to compensation for attending a meeting of the Board or a Board Committee only if:

- (1) The member arrives for the meeting no later than thirty (30) minutes after the scheduled beginning of the meeting; and
- (2) The member is present at the meeting for at least three quarters ( $\frac{3}{4}$ ) of the total meeting time, including closed session time.

### (c) Amount of Compensation

Members of the Board of Directors shall be entitled to compensation of one hundred dollars (\$100) per meeting for attendance at meetings under this Section 2.9, up to a maximum of two hundred dollars (\$200) per day; plus, compensation for active transportation travel calculated as specified in Paragraph (d) below. No Board member may receive compensation of more than six thousand dollars (\$6,000) in any calendar year for meeting attendance pursuant to this Section 2.9.

### (d) Active Transportation Calculation

Compensation for active transportation travel pursuant to Paragraph (c) above shall be calculated as follows:

- (1) \$1.56 per mile for travel by personal/private non-motorized bicycle or similar nonmotorized pedal-operated vehicle; and
- (2) \$1.50 per mile for travel on foot or by wheelchair.

For multi-modal travel, compensation shall be provided only for miles traveled using the alternative transportation travel modes specified in this Paragraph (d). Members shall provide to the Clerk of the Boards the date of travel, starting and ending points, and purpose of travel when claiming compensation, and must document the distance traveled with a printout from a map website such as Google Maps.

## 2.10 Expense Reimbursement

Members of the Board of Directors are entitled to receive reimbursement for actual and necessary expenditures incurred in connection with the performance of their official duties. Pursuant to Government Code section 53232.2, the Board of Directors shall adopt a written Meeting Compensation and Expense Reimbursement Policy, at a public meeting, specifying the types of occurrences that qualify a member to receive reimbursement for expenses relating to travel, meals, lodging, and other actual and necessary expenses. The Expense Reimbursement Policy shall also apply to other boards and councils of the Air District as specified in this Administrative Code. Members of the Board of Directors and other covered boards and councils may receive reimbursement only as provided in the Policy and subject to the Policy's requirements. Members shall comply with the limits and reporting requirements of federal, state, and local law.

## 2.11 Report of County Populations

Appointments to the Board of Directors are determined by the population of the counties within the geographical jurisdiction of the Air District at the time of appointment according to the provisions of Health and Safety Code sections 40221 and 40221.5. The Clerk of the Boards shall report to the Board of Directors each year the population of each county included, in whole or in part, within the Air District's jurisdiction according to the latest estimate prepared by the Demographic Research Unit of the Department of Finance. For counties for which only a portion of the county is included within the Air District's jurisdiction, the Clerk of the Boards shall report the population of that portion within the Air District's jurisdiction. (Health and Safety Code section 40220.5.) The Clerk of the Boards shall report the populations promptly after the Demographic Research Unit publishes its estimates.

# Section Three. Committees of the Board of Directors

## 3.1 Purpose

The Board of Directors establishes standing committees to advise and make recommendations to the Board on matters within the scope of the committee's

jurisdiction. In addition to the functions specified herein, any committee may also consider additional matters as referred by the Board of Directors. Except where explicitly authorized in this Administrative Code, the standing committees shall not have authority to approve any action or policy on behalf of the Board of Directors, to alter, change, or reverse any action or policy established by the Board of Directors, or to authorize the expenditure of any funds.

In the normal course of business, matters will be considered by the relevant committee(s) before being considered by the Board of Directors. However, the Board of Directors may take up any matter directly, without previous consideration by a committee, when necessary and appropriate.

### 3.2 Standing Committees

The standing committees of the Board of Directors are the following:

(a) Community Equity, Health, and Justice Committee

The Community Equity, Health, and Justice Committee advises and makes recommendations to the Board of Directors regarding equitable and inclusive actions the Air District takes to create a healthy breathing environment and clean air for the people of the Bay Area, regardless of race, ethnicity, age, gender identity, economic status, national origin, immigration status, ability, sexual orientation, or other distinguishing characteristics. The Committee oversees the development of policies for both internal and external operations impacting the Bay Area. Internal operations include applying an equity lens to programs, policies, and procedures related to staffing, recruitment, promotions, inclusive workplace practices, contracting for capital projects and services, and ongoing racial equity training. The committee prioritizes traditionally marginalized and underserved communities for investment opportunities to ensure communities overburdened by air pollution receive the programmatic, policy, and investment resources most needed.

The Community Equity, Health, and Justice Committee also advises and makes recommendations to the Board of Directors regarding the overall direction of the Air District's community engagement activities, civil rights compliance, and the implementation of Assembly Bill 617 (Stats. 2017, Ch. 136), including community selection and approval of Community Emission Reduction Plans. It is also the lead committee interacting and partnering with the Community Advisory Council. The Committee also advises and makes recommendations to the Board of Directors regarding grants related to matters within its jurisdiction.

(b) Finance and Administration Committee

The Finance and Administration Committee advises and makes recommendations to the Board of Directors relating to the administration of the Air District's programs and activities, including but not limited to policies regarding finance,

procurement, employment, salaries, working conditions, insurance, and the retaining of consultants.

The Finance and Administration Committee advises and makes recommendations to the Board of Directors with respect to strategic planning regarding the goals and objectives of the Air District. The Committee considers and recommends to the Board of Directors each year proposed updates and/or changes to the Air District's strategic plan, considering the goals and objectives and short- and long-range plans of the California Air Resources Board, as appropriate. The Committee uses the strategic plan approved by the Board of Directors to review and develop the proposed budget each year.

The Finance and Administration Committee oversees the preparation of the Air District's annual budget and presents the annual proposed budget with recommendations to the Board of Directors. At budget review time each year, the Committee evaluates the Air District's goals and objectives, financial plan, and fee schedules and recommends appropriate changes to the Board of Directors. The proposed budget prepared by the EO/APCO is automatically deemed referred to the Finance and Administration Committee for consideration, without need for further action by the Board of Directors.

The Finance and Administration Committee receives and reviews the Air District's annual audited financial statement reports from the independent financial auditors and reports any findings or recommendations to the Board of Directors. The Committee also receives and reviews reports from independent management performance auditors and reports any findings or recommendations to the Board of Directors.

The Finance and Administration Committee keeps itself informed as to the work of the Advisory Council and Hearing Board, and it recommends to the Board of Directors the appointment of members of the Advisory Council and Hearing Board whenever vacancies occur on those bodies.

The Finance and Administration Committee considers and recommends updates or revisions to this Administrative Code as may from time to time become necessary.

(c) Nominating Committee

The Nominating Committee considers and makes recommendations to the Board of Directors regarding candidates for Board Officer positions. In making its recommendations, the Nominating Committee shall consider the principles governing officer rotation as set forth in Section 2.7(c), although it need not follow any strict rule of rotation.

The Nominating Committee consists of the Chairperson of the Board, the past Chairperson of the Board, and three (3) appointees of the Chairperson of the

Board (or in the event the past Chairperson is no longer serving on the Board, four (4) appointees of the Chairperson of the Board). The Chairperson shall appoint the Nominating Committee no later than October 15<sup>th</sup> of the final year of the Board Officers' terms, and the Committee shall meet in November of that year to recommend candidates to the Board of Directors for Board Officers for the upcoming terms. The Nominating Committee members shall serve until the appointment of a new Committee, and shall recommend candidates to the Board of Directors in the event a Board Officer position becomes vacant in the middle of a term.

(d) Policy, Grants, and Technology Committee

The Policy, Grants, and Technology Committee advises and makes recommendations to the Board of Directors on policies and funding related to sources and activities that affect air pollution and climate impacts that do not fall within the jurisdiction of the Stationary Source Committee. In particular, the Committee advises and makes recommendations to the Board of Directors on policies and funding related to transportation and mobile sources, as well as equity for impacted communities related to these sectors. The Committee also advises and makes recommendations to the Board of Directors on policies and funding to catalyze innovation and incentivize low-carbon-intensity practices. The Committee also advises and makes recommendations to the Board of Directors relating to legislative advocacy. The Committee adopts legislative priorities each year to guide the work of the Committee and Air District staff related to legislative advocacy.

(e) Stationary Source Committee

The Stationary Source Committee advises and makes recommendations to the Board of Directors relating to the air quality and climate impacts of stationary sources, including indirect sources. The Committee advises and makes recommendations to the Board of Directors regarding all aspects of the Air District's stationary source programs, including but not limited to the following: permitting, compliance, small business assistance, rule development, California Environmental Quality Act thresholds of significance, and state and federal regulations that affect stationary sources. The Committee advises and makes recommendations to the Board of Directors regarding air quality planning and the development and implementation of State and Federal Air Quality Management Plans, as well as support for regional and local climate planning.

### 3.3 Standing Committee Procedures

(a) Meetings

The Board of Directors shall adopt annually by resolution a committee meeting calendar setting the time and place for meetings of each standing committee.

Standing committees may hold any meeting using remote teleconferencing technology in accordance with Government Code sections 54953(b) and (f).

(b) Quorum and Action

A quorum of a standing committee is a majority of the members of the committee. A committee may meet only when a quorum is present. An action of a committee shall require the presence of a quorum and the affirmative vote of a majority of the total membership of the committee.

(c) Minority Report

A standing committee member may submit a Minority Report to accompany a committee recommendation submitted to the Board of Directors, provided that no Air District staff resources are used to prepare such a report.

3.4 Appointments to Committees

The Chairperson shall appoint members of the Board of Directors to the standing committees annually in January, or as soon thereafter as new members are named by their appointing authorities (except for the Nominating Committee, which shall be appointed as specified in Section 3.3(e)). The Chairperson may also appoint members at any time a vacancy occurs. The Chairperson shall ensure that Committee membership is rotated to provide equitable representation of cities and counties and geographical diversity to allow participation in the work of the Air District by as broad a representation as may be possible. In no event shall a committee be composed of a quorum of the Board of Directors or any committee of the Board. The Clerk of the Boards shall report the Committee appointments to the Board of Directors at its first meeting in February of each year, or as soon thereafter as the Committee appointments are made.

*[Revised December 3, 2025]*

3.5 Ad Hoc Committees

The Chairperson may establish ad hoc advisory committees, composed solely of members of the Board of Directors, constituting less than a quorum of the Board of Directors or any of its standing committees, to accomplish a specific task in a short period of time. The Chairperson shall appoint the members of those ad hoc Committees. The Chairperson shall create each ad hoc committee and appoint its members in writing, which shall specify the task of the committee. An ad hoc committee expires upon completion of its designated task. The Board of Directors may overrule the Chairperson's decisions regarding the creation, appointment of members, or designated purpose of the ad hoc committee by majority vote. (Government Code section 54952(b).)

3.6 Removal of Committee Members

The Chairperson may remove a member from serving on a standing or ad hoc committee at any time. The Board of Directors may overrule the removal by a majority vote.

## **Section Four. Advisory Council.**

### **4.1 Advisory Council**

Pursuant to Health and Safety Code section 40261, the Board of Directors shall appoint a Bay Area Air Quality Management Council (also known as the Advisory Council) to advise and consult with the Board and the EO/APCO on matters referred to it by the Board of Directors or the EO/APCO. Members serve at the pleasure of the Board of Directors and may be removed at any time by a majority vote of the Board of Directors.

### **4.2 Membership**

The Advisory Council shall consist of seven members who are skilled and experienced in the fields of air pollution, climate change, or the health impacts of air pollution, plus one liaison member from the Board of Directors. Advisory Council members shall be selected to include a diversity of perspectives, expertise, and backgrounds. The EO/APCO shall develop position qualifications for serving on the Advisory Council, which shall be approved by the Board of Directors.

### **4.3 Terms of Office**

#### **(a) Term of Office**

Each Advisory Council member shall hold office for a term of two (2) years and until the appointment and qualification of the member's successor.

#### **(b) Limitations of Term of Office**

The Board of Directors shall not re-appoint a member of the Advisory Council who has served on the Council for twelve (12) consecutive years. A person who has served on the Advisory Council for twelve (12) consecutive years is eligible for re-appointment after an absence of two (2) years from the Council.

### **4.4 Meetings**

The Advisory Council shall meet four (4) times each year, or more frequently if the Board of Directors or Advisory Council deems necessary.

### **4.5 Compensation; Expenses**

#### **(a) Compensation for Attendance at Meetings.**

Members of the Advisory Council shall be entitled to compensation of two hundred dollars (\$200) per meeting for attending meetings of the Advisory Council and other authorized meetings as specified in the Meeting Compensation and Expense Reimbursement Policy adopted pursuant to Section 2.10.

(Health and Safety Code section 40266.)

(b) Expense Reimbursement

Members of the Advisory Council shall be entitled to reimbursement for actual and necessary expenses incurred by them in attending meetings of the Advisory Council and Advisory Council committees of which they are a member in accordance with the Expense Reimbursement Policy adopted pursuant to Section 2.10.

(Health and Safety Code sections 40260-40268.)

## **Section Five. Community Advisory Council**

### **5.1 Community Advisory Council**

The Board of Directors shall appoint a Community Advisory Council to provide guidance to the Board of Directors on programs and policies that impact all communities, including overburdened communities, within the Air District's jurisdiction; to make recommendations to the Board of Directors on equity and environmental justice matters to improve air quality in all communities, prioritizing the most impacted communities; to meaningfully engage impacted communities to represent and address stakeholders' interests; to advise Air District leadership on community-related matters to advance an equity-forward policy agenda; and to carry out any additional duties as the Board of Directors may prescribe. The Community Advisory Council shall be governed in its work by a Governing Structure adopted by the Board of Directors ("Governing Structure").

### **5.2 Membership**

In accordance with the Governing Structure, the Board of Directors shall appoint seventeen (17) members to the Community Advisory Council, who shall serve at the pleasure of the Board, as follows: Four (4) members shall live or work in Alameda County; four (4) members shall live or work in Contra Costa County; one (1) member shall live or work in the City and County of San Francisco; one (1) member shall live or work in San Mateo County; two (2) members shall live or work in Santa Clara County; one (1) member shall live or work in Solano County; two (2) members shall be youths who are between the ages of fourteen (14) and twenty-four (24) at the start of their term; and two (2) members shall serve in at-large seats. The Board of Directors shall grant priority to individuals living or working in Marin, Napa, or Sonoma counties or individuals with special expertise, such as wildfire management, when filling the at-large seats. A minimum of seventy percent (70%) of members shall be residents living in the County represented, and no more than six (6) members may represent a County where they work for the benefit of overburdened communities. If selected to fill a seat, a representative of a business holding an Air District permit, or of an industrial company subject to regulation, shall be a non-voting member.

### **5.3 Terms of Office**

(a) Term of Office

The Board of Directors shall appoint each member to a two-year or four-year term, in accordance with the Governing Structure. A member's term shall end upon expiration of the two- or four-year term, removal by the Board of Directors, or upon other disqualifying event as provided for in the Governing Structure.

(b) Term Limits

No member shall serve on the Community Advisory Council for more than eight (8) years.

(c) Vacancy

In the event of a vacancy, the Board of Directors may appoint a new member to fill the vacant seat for the remainder of the term.

5.4 Meetings

The Community Advisory Council shall set, by resolution, a regular time and place for meetings.

5.5 Compensation; Expenses

(a) Compensation for Attendance at Meetings and for Other Activities

Members of the Community Advisory Council shall be entitled to compensation for their time spent working on Council matters as follows. The Board of Directors shall include provisions in the Meeting Compensation and Expense Reimbursement Policy adopted pursuant to Section 2.10 to establish procedures for administering these compensation provisions.

(1) Members shall be entitled to compensation of five hundred dollars (\$500) per meeting for attending meetings of the Community Advisory Council.

(2) Co-Chairs shall be entitled to compensation of seventy-five dollars (\$75) per hour for attending Co-Chair meetings, up to a maximum of four (4) hours per month.

(3) Members of ad hoc or standing committees shall be entitled to compensation of seventy-five dollars (\$75) per hour for attending committee meetings, up to a maximum of six (6) hours per month.

(4) Members shall be entitled to compensation of seventy-five dollars (\$75) per hour for pre-approved participation in events, activities, or services related to the mission and purpose of the Community Advisory Council authorized in accordance with the Meeting Compensation and Expense Reimbursement Policy adopted pursuant to Section 2.10, up to a maximum of one thousand dollars (\$1,000) per year.

(b) Expense Reimbursement

Members of the Community Advisory Council shall be entitled to reimbursement for actual and necessary expenses incurred by them in connection with attending or participating in any of the meetings or events for which they are entitled to compensation under Section 5.5(a) above. Members shall be entitled to reimbursement for such expenses in accordance with the Meeting Compensation and Expense Reimbursement Policy adopted pursuant to Section 2.10.

## **Section Six. Hearing Board**

**6.1 Hearing Board**

Pursuant to Health and Safety Code section 40800, the Board of Directors shall appoint a Hearing Board consisting of five members, as provided in Health and Safety Code section 40801. In filling the two seats designated for public members under Health and Safety Code section 40801(d), the Board of Directors shall give priority to applicants who do not qualify for the seats designated for members of professions under Health and Safety Code sections 40801(a)-(c). The Hearing Board shall have the power and authority to issue variances under Health and Safety Code sections 42350 *et seq.*, to issue orders for abatement under Health and Safety Code sections 42451 *et seq.*, to hear appeals from decisions by the EO/APCO to issue, deny, or suspend a permit under Health & Safety Code sections 42302 *et seq.*; to revoke a permit under Health and Safety Code section 42307, and to take all other actions authorized under other provisions of the Health and Safety Code and related law.

**6.2 Terms of Office**

The term of office for a member of the Hearing Board shall be three (3) years.

**6.3 Rules of Procedure**

The Hearing Board shall, as it may deem necessary, adopt, re-adopt, or amend rules of procedure for the conduct of its hearings and other matters before it.

**6.4 Compensation, Expenses**

(a) Hearing Board Meetings

Members of the Hearing Board shall be entitled to compensation of four hundred dollars (\$400), or four hundred fifty dollars (\$450) for the Chairperson, for each day attending meetings of the Hearing Board, and shall be entitled to compensation of one hundred dollars (\$100) per day for attending other meetings as a representative of the Hearing Board upon authorization by the Board of Directors pursuant to the Meeting Compensation and Expense Reimbursement Policy adopted pursuant to Section 2.10.

(b) Expense Reimbursement

Members of the Hearing Board shall be entitled to reimbursement for actual and necessary expenses incurred by them in attending meetings of the Hearing Board and other meetings for which compensation is authorized under subsection 6.4(a) in accordance with the Meeting Expense Reimbursement Policy adopted pursuant to Section 2.10.

(Health and Safety Code section 40800 *et seq.*)

## **Section Seven. Adoption of Regulations**

**7.1 Regulation Authority**

Pursuant to Health and Safety Code sections 40000, 40001, and 40702, among other provisions of law, the Board of Directors shall adopt rules and regulations to execute the powers and duties granted to, and imposed upon, the Air District, including but not limited to rules and regulations to achieve and maintain the state and federal ambient air quality standards in all areas affected by emission sources under the Air District's jurisdiction.

**7.2 Rule Adoption Files**

The EO/APCO shall maintain a file for each rule and regulation adopted by the Board of Directors containing (1) petitions received by the Air District proposing the adoption, amendment, or repeal of the rule or regulation; (2) notice of proposed adoption, amendment, or repeal of the rule or regulation; (3) written comments, data, studies, reports, and any other factual information submitted by any member of the public in connection with the adoption, amendment, or repeal of the rule or regulation; (4) a transcript, recording, or minutes of public hearings held in connection with the adoption, amendment, or repeal of the rule or regulation; and (5) the text of the rule or regulation as originally proposed, and any modified text, that was made available to the public prior to adoption.

(Health and Safety Code section 40728.)

**7.3 Public Hearing Notice Requirements**

**(a) Time of Publication**

The Clerk of the Boards shall provide notice of the time and place of a public hearing to adopt, amend, or repeal any rule or regulation not less than 30 days prior thereto in accordance with Health and Safety Code section 40725 for such notice, and by publication in each county of the Air District pursuant to Section 6061 of the Government Code.

(b) Content of Notice

The published notice shall include the following information:

- (1) The time and place of the public hearing.
- (2) A brief description of the proposed action.
- (3) Information on how members of the public may obtain the full text of the regulatory language that is proposed to be adopted, amended, or repealed, including a statement that it is available for public inspection at the Air District's headquarters during regular business hours.
- (4) An invitation for the submission of written public comments on the proposed action prior to the hearing. The notice shall include information on how the comments should be submitted, including the name, address and telephone number of the person to whom they should be directed (with addresses for mailing, physical delivery, and electronic submission), and it shall specify the date by which the comments must be received.

7.4 Public Hearing Requirements

(a) Public Hearing Required

The Board of Directors shall not adopt, amend, or repeal any rule or regulation without first holding a public hearing thereon. The public hearing may be agendized and held in the same manner as any other agenda item in accordance with the Board's Rules of Procedure; no formal action of the Board is required to set the public hearing.

(b) Hearing Procedure

At the public hearing held to adopt, amend, or repeal a rule or regulation, the Board of Directors shall provide for the submission of statements, arguments, or contentions, either oral, written, or both. In addition, any submitted written comments shall be made available to each Board member. Following consideration of all relevant matters presented, the Board of Directors may adopt, amend, or repeal a rule or regulation unless the Board determines to make changes in the text originally made available to the public that are so substantial as to significantly affect the meaning of the proposed rule or regulation. The Board of Directors shall not take action on a rule or regulation containing changed text where the change is so substantial as to significantly affect the meaning of the proposed rule or regulation before its next regular meeting and shall allow further statements, arguments, and contentions either written, oral or both, to be made and considered prior to taking final action.

(c) Findings

Before adopting, amending, or repealing a rule or regulation, the Board of Directors shall make findings of necessity, authority, clarity, consistency, non-duplication, and reference, as defined in Health and Safety Code Section 40727, based upon relevant information presented at the hearing.

## **Section Eight. Personnel**

### 8.1 Executive Officer / Air Pollution Control Officer (EO/APCO).

(a) Appointment

The Board of Directors shall appoint the Executive Officer /Air Pollution Control Officer (EO/APCO), who shall serve at the pleasure of the Board.

(b) Duties

The EO/APCO shall serve as the Executive Officer of the Air District and possess the power and duty to administer the business of the Air District. Those duties include, without limitation:

- (1) Supervising and directing the preparation and submission of all required air quality plans.
- (2) Enforcing all laws, rules, regulations, and orders to achieve and maintain the state and federal ambient air quality standards in all areas affected by emission sources under their jurisdiction and enforcing all applicable provisions of state and federal law.
- (3) Supervising and directing the preparation of the annual budget for the Air District.
- (4) Submitting to the Board of Directors each year a complete report of the finances and administrative activities of the Air District from the preceding year.
- (5) Except as otherwise specified in this Administrative Code, executing and administering contracts entered into by the Air District and executing and administering grants and sponsorships funded by the Air District.
- (6) Except as otherwise specified in this Administrative Code, serving as the appointing authority for all positions of employment in the Air District, with plenary and sole authority to hire, fire, discipline, layoff, supervise, and assign employees in the Air District.
- (7) Developing a comprehensive Personnel Policy Manual setting forth personnel policies and procedures for the Air District for approval by the

Board of Directors; making the Personnel Manual available to Air District employees and to the public; and administering the personnel policies and procedures set forth in the Personnel Manual.

- (8) Recommending compensation and benefits for Air District employees for approval by the Board of Directors.
- (9) Overseeing the Air District's labor relations program, including its compliance with relevant labor laws, its implementation of any labor agreements approved by the Board of Directors, and negotiations with any Air District labor organization.
- (10) Overseeing a comprehensive classification and position control plan, subject to approval by the Board of Directors.
- (11) In consultation with the Air District General Counsel, ensuring compliance with all relevant Equal Employment Opportunity and Non-discrimination laws.
- (12) Providing the day-to-day administration of the Air District and carrying out all duties required under the Health and Safety Code.
- (13) Retaining and maintaining records according to state law and the Air District's Records Management and Access Policy, which shall be approved by a resolution of the Board of Directors.
- (14) Designating the Air District employee with principal responsibility for the financial affairs of the Air District to hold the title of Chief Financial Officer.
- (15) Performing such other and additional duties as the Board of Directors may prescribe.

## 8.2 Air District General Counsel

### (a) Appointment

The Board of Directors shall appoint a General Counsel to the Air District, who shall serve at the pleasure of the Board.

### (b) Duties

The General Counsel shall serve as the chief legal officer of the Air District and possess the power and duty to administer the legal affairs of the Air District and to represent the Air District in all legal matters. The General Counsel's duties include, without limitation:

- (1) Providing advice and legal opinions, either orally or in writing as appropriate to the circumstances, to the Board of Directors, the EO/APCO,

- Board Committee, Hearing Board, Advisory Councils, or other committee or employee as directed by the Board of Directors.
- (2) Making recommendations to the EO/APCO and Board of Directors on the settlement of all claims and litigation involving the Air District.
  - (3) Approving as to form, prior to enactment, all surety bonds, contracts, ordinances, resolutions, and other legal documents and instruments; and examining and approving title to all real property to be acquired by the Air District.
  - (4) Serving as the appointing authority for all positions of employment in the Air District's Legal Division, with plenary and sole authority to hire, fire, discipline, layoff, supervise, and assign employees in that Office.
  - (5) Hiring outside legal counsel and related professional services when in the interests of the Air District. The General Counsel may execute contracts for legal services as provided for in Section 9.4(g).
  - (6) Carrying out other and additional duties as the Board of Directors may prescribe.

*[Revised December 3, 2025]*

#### 8.3 Clerk of the Boards

The EO/APCO shall appoint a Clerk of the Boards. The Clerk of the Boards shall take the minutes, prepare the correspondence, assemble and distribute the agendas, post and deliver the meeting and hearing notices, keep the records, and generally provide administrative support for the Board of Directors and its committees, the Advisory Councils, and the Hearing Board, as required by law and as requested by the Chairperson and EO/APCO. The Clerk of the Boards shall be the sole entity authorized to accept service of process on behalf of the Air District and its Board of Directors and Hearing Board.

#### 8.4 Continuity Policy

In the event that either the EO/APCO or the General Counsel is temporarily unable to perform their duties, or if either position becomes vacant, the duties of that position shall be performed as specified in the Executive Leadership Continuity Policy adopted by the Board of Directors.

### **Section Nine. Fiscal Policies and Procedures**

#### 9.1 Treasurer

The Treasurer of the County of San Mateo shall be ex-officio Treasurer of the Air District and shall have the duties imposed by law.

## 9.2 Annual Audit

The Board of Directors shall contract with either a certified public accountant or the county auditor of one of the counties of the Air District to conduct an annual audit of the accounts and records of the Air District. The audit shall be conducted in accordance with generally accepted auditing standards for financial audits as specified in the Government Auditing Standards issued by the Comptroller General of the United States. A report of the audit shall be reviewed by the Board of Directors and shall be filed with the County Auditor of each of the counties within the Air District's jurisdiction, the State Controller's Office, and the U.S. Environmental Protection Agency, within twelve months of the end of the fiscal year under examination. (Government Code section 30200; Health and Safety Code section 40276.)

## 9.3 Adoption of Budget

### (a) Budget Preparation

No later than the 15<sup>th</sup> day of January of each year, the EO/APCO shall start the preparation of the budget for submission to the Board of Directors via the Finance and Administration Committee.

### (b) Presentation to Finance and Administration Committee

The EO/APCO, or their designee, shall present a proposed budget to the Finance and Administration Committee no later than March 31<sup>st</sup> for consideration by that Committee. The Committee may refer the proposed budget directly to the full Board of Directors, or it may request revisions to the proposed budget for consideration at a subsequent Committee meeting. The Finance and Administration Committee shall refer a proposed budget to the Board of Directors no later than April 30<sup>th</sup>.

### (c) Adoption by the Board of Directors

#### (1) Notice

No less than thirty (30) days before any Board of Directors public hearing on the budget, the EO/APCO, or their designee, shall prepare and make available to the public a summary of the Air District budget and any supporting documents, including, but not limited to, a schedule of fees to be imposed by the Air District to fund its programs.

#### (2) Public Hearing to Review the Budget

Not less than two (2) weeks before the public hearing at which the budget is adopted, the Board of Directors shall hold a public hearing for the exclusive purpose of reviewing the proposed budget and providing the public with the opportunity to comment upon the proposed budget.

(3) Adoption of the Budget

The Board of Directors shall adopt the budget at a public hearing held not less than two weeks after the public hearing to review the proposed budget required under subsection 9.3(c)(2), but under no circumstances any later than the last day of June. (Health and Safety Code section 40130-40131.)

*[Revised December 3, 2025]*

9.4 Procurement and Contracting

- (a) The EO/APCO shall maintain a Procurement Policy establishing procedures for conducting procurements consistent with public agency best practices, including competitive bidding, awarding, administering, and executing contracts for goods and services, leases, and other similar contractual agreements (collectively referred to herein as “contracts”). The EO/APCO may amend the policy as needed to implement an efficient and effective procurement program.
- (b) The EO/APCO may execute contracts in an amount that does not exceed two hundred thousand dollars (\$200,000). The EO/APCO shall report such contracts to the Board of Directors if they exceed one hundred thousand dollars (\$100,000). Contracts in excess of two hundred thousand dollars (\$200,000) must be approved by the Board of Directors.
- (c) The EO/APCO may execute amendments to contracts (1) if the amount of the contract as amended does not exceed two hundred thousand dollars (\$200,000), or (2) if the contract has previously been approved by the Board of Directors, the cumulative amount of all amendments since the last Board approval does not exceed the last Board-approved contract amount by more than two hundred thousand dollars (\$200,000) or 25%, whichever is the lesser amount. All other amendments must be approved by the Board of Directors. The EO/APCO shall report to the Board of Directors any amendments that (1) cause the amount of a contract as amended to exceed one hundred thousand dollars (\$100,000), or (2) cause the amount of a contract already exceeding one hundred thousand dollars (\$100,000) to increase by more than 25%.
- (d) Notwithstanding any limitations in this Section 9.4, the EO/APCO may execute contracts for goods and services without prior approval by the Board of Directors in the event of a declared state of emergency that causes a need to immediately procure such goods or services to make repairs, to safeguard the lives or property of residents within the Air District jurisdiction or Air District employees or property, or to otherwise protect public health or welfare as a result of extraordinary conditions created by war, epidemic, weather, fire, flood, earthquake or other catastrophe, or the breakdown of any plant, equipment, structure, or public work. The EO/APCO may execute such a contract in an expeditious manner to the extent necessary to respond to the emergency; however,

if the emergency permits, the EO/APCO shall obtain the approval of the Chairperson of the Board of Directors. The EO/APCO shall report to the Board of Directors on the execution of the contract as soon as practicably possible.

- (e) Notwithstanding any limitations in this Section 9.4, the EO/APCO may execute renewal contracts for the following categories of goods and services without approval by the Board of Directors, including those exceeding two hundred thousand dollars (\$200,000), provided the initial procurement was authorized under then-applicable provisions of the Administrative Code, including the use of appropriate required competitive processes: utilities; insurance; employee benefits (e.g., CalPERS, life insurance, etc.); fueling and charging of Air District vehicles; Bay Area Headquarters Authority common area and shared services expenses; real property leases and license agreements; software services (e.g. licenses, warranties, maintenance, and support); cloud based information infrastructure and services; OEM equipment warranties; and equipment leases.

For any contracts renewed in this manner, the EO/APCO shall report payments made under such contracts exceeding thirty thousand dollars (\$30,000) in total in any fiscal year to the Board of Directors in connection with the quarterly financial reports. The provisions of this Section 9.4(e) apply to qualifying renewals of existing contracts only. Approval by the Board of Directors is required for all new contracts if the goods or services that will be purchased under the contract are anticipated to be greater than two hundred thousand dollars (\$200,000).

- (f) In circumstances where a contract is required to be executed independently from the EO/APCO, and no other Air District employee can appropriately execute the contract due to legal, confidentiality, or personnel reasons, or because other extenuating circumstances exist, the Chairperson of the Board of Directors may execute the contract on behalf of the Air District, with notification to the Board of Directors, if the amount of the contract does not exceed two hundred thousand dollars (\$200,000). Such contracts in excess of two hundred thousand dollars (\$200,000) must be approved by the Board of Directors. In approving such contracts, the Board of Directors shall authorize and direct the Chairperson, the Vice-Chairperson, or another member of the Board of Directors to execute the contract on behalf of the Air District. In entering into contracts under this subsection 9.4(f), the Chairperson and the Board of Directors shall endeavor to follow public agency procurement best practices to the extent practicable.

- (g) The General Counsel may execute contracts for outside legal counsel and related professional services as provided for in Section 8.2(b). The General Counsel may execute contracts for outside legal counsel and related professional services in the same manner in which the EO/APCO may execute contracts for general procurement under paragraphs 9.4(b) and 9.4(c) above, with the same limits on the dollar amounts of contracts and contract amendments that can be executed without further approval by the Board of Directors. In procuring outside counsel

and related professional services, the General Counsel shall endeavor to follow public agency best practices to the extent practicable.

*[Revised March 5, 2025 & December 3, 2025]*

9.5 Acceptance of Grants and Gifts Made to the Air District

The Board of Directors must approve the acceptance of all grants and gifts made to the Air District of more than five hundred dollars (\$500) in value. The Board of Directors may, in its discretion, approve the acceptance of multiple grants or gifts from a single source or entity in one blanket approval.

9.6 Grants of Air District Funds

- (a) The EO/APCO shall develop for approval by the Board of Directors a Grants Policy for the awarding of grants of Air District funds. The EO/APCO shall ensure that all Air District grants comply with the Grants Policy as approved by the Board of Directors. The EO/APCO shall ensure that opportunities, qualifications, and criteria for applying for Air District grants are widely publicized, posted on the Air District's website, and provided to any person or entity who requests notice of such information, as provided for in the Grants Policy.
- (b) The EO/APCO may approve the award of grants of Air District funding in an amount of up to two hundred thousand dollars (\$200,000) per fiscal year per grantee, or up to five hundred thousand dollars (\$500,000) for voluntary emissions reduction projects that are funded by state revenues and local vehicle registration fees. The EO/APCO shall report these grants to the Board of Directors. Awards of grants in excess of two hundred thousand dollars (\$200,000) to a single grantee in a fiscal year, or five hundred thousand dollars (\$500,000) for voluntary emissions reduction projects that are funded by state revenues and local vehicle registration fees, must be approved by the Board of Directors. The Board of Directors may, in its discretion, approve such grants for an entire grant program in a blanket approval for that program.

9.7 Sponsorships

The EO/APCO shall develop for approval by the Board of Directors a Sponsorship Policy for the award of Air District funds to sponsor activities and events consistent with the Air District's mission, values and goals. The EO/APCO shall ensure that funds expended for sponsorships of such activities and events comply with the Sponsorship Policy as approved by the Board of Directors.

9.8 Agreements for Employee Compensation, Benefits

- (a) The Board of Directors shall approve all employment and labor agreements regarding Air District employees. All such agreements shall be made available to the public and published on the Air District's website.
- (b) The Board of Directors shall approve all contracts for health, retirement, or other employee benefits. All such contracts shall be made available to the public and published on the Air District's website.
- (c) The Board of Directors shall approve the terms of all pay and benefits provided to Air District employees. The terms of such pay and benefits shall be made available to the public and published on the Air District's website.

#### 9.9 Claims Against the Air District

- (a) All claims against the Air District shall be filed with the Clerk of the Boards and the General Counsel. The Air District shall make available a claims form, which shall be published on the Air District's website and available upon request from the Clerk of the Boards, for purposes of advancing a claim.
- (b) With the approval of the General Counsel, the EO/APCO may allow, compromise, or settle a claim or lawsuit against the Air District for an amount not to exceed fifty thousand dollars (\$50,000). The EO/APCO shall report all such resolutions of claims to the Board of Directors. Any allowance, compromise or settlement of a claim or lawsuit in excess of fifty thousand dollars (\$50,000) must be approved by the Board of Directors.

(Government Code section 935.4)

#### 9.10 Electronic Signatures

- (a) Definitions: The following definitions apply to this Section 9.10:
  - (1) "Electronic signature" has the same meaning as in Section 1633.2 of the California Civil Code.
  - (2) "Digital signature" has the same meaning as in Section 16.5 of the California Government Code.
  - (3) "Transaction" has the same meaning as in Section 1633.2 of the California Civil Code.
  - (4) "UETA" means the Uniform Electronic Transactions Act, commencing at Section 1633.1 of the California Civil Code.
- (b) Electronic and Digital Signatures Accepted
  - (1) In any transaction with the Air District, in which the parties have agreed to conduct the transaction by electronic means, the Air District may use and accept an electronic signature, if the electronic signature complies with the UETA.

(2) In any written communication with the Air District, in which a signature is used or required, the Air District may use or accept a digital signature, if the digital signature complies with Section 16.5 of the California Government Code.

(3) The EO/APCO or their designee shall determine the documents for which the Air District may use and accept electronic signatures or digital signatures.

(c) Accepted Technologies

The EO/APCO or their designee shall determine acceptable technologies and vendors under this section to ensure the security and integrity of any data and signatures. In determining which technologies and vendors are acceptable for digital signatures, the EO/APCO or their designee shall comply with all applicable regulations, including, but not limited to, ensuring that the level of security used to identify the signer of a document and the level of security used to transmit the signature are sufficient for the transaction being conducted. In addition, to the extent necessary, the EO/APCO or their designee shall ensure that any certificate involved in obtaining a digital signature by the signer is sufficient for the Air District's security and interoperability needs.

## **Section Ten. Employment**

### **10.1 Personnel Policies**

The EO/APCO shall develop, maintain and administer personnel policies, which the EO/APCO may adopt and amend from time to time as the EO/APCO determines is most appropriate without the need for further approval by the Board of Directors. The EO/APCO shall compile such policies in a Personnel Policy Manual, which shall be made available to all employees.

### **10.2 EO/APCO Authority**

The EO/APCO is authorized to make administrative decisions necessary to implement this Section 10. The EO/APCO's authority includes, but is not limited to, the following:

(a) Discipline

The EO/APCO or designee has the authority to take any and all necessary disciplinary actions, including termination, to ensure the continuity and integrity of the Air District's functions and workplace.

(b) Early Release with Compensation

The EO/APCO has the authority to permit employees to leave work early with compensation.

(c) Underfilling of Positions

Instead of filling a vacant Board-approved position, the EO/APCO has the authority to temporarily substitute an alternate position with a lower classification in the same classification series in place of that vacant Board-approved position to allow for recruitment flexibility. This practice is referred to as underfilling. The EO/APCO may underfill the vacant Board-approved position by hiring, transferring or promoting an employee into the substituted lower-classification position instead of filling the vacant higher-classification position.

#### 10.3 Salaries and Benefits

The Board of Directors shall annually (or as otherwise necessary) adopt and publish a salary schedule specifying the salary ranges for Air District employees and a benefits resolution specifying employment-related benefits.

The Board of Directors shall adjust salary ranges and employment-related benefits consistent with any Memoranda of Understanding entered into with represented employees or other agreements with Board-appointed employees or other parties.

#### 10.4 Determination of Salaries for New Hires

Unless special conditions warrant otherwise, employees will be hired at the entrance salary of their position classification (Step A). An employee may be hired at Step B or C with written justification by the hiring supervisor and the approval of the EO/APCO. An employee may be hired at Step D or E with approval of the Finance and Administration Committee.

#### 10.5 Y-Rating

When (i) an employee is transferred to a position with a lower salary than their current position or (ii) the salary of an employee's position is reduced for any reason, the EO/APCO may, with approval by the Board of Directors, maintain the employee at the salary they received before the transfer or reduction. This process is referred to as "Y-rating." A Y-rated employee will maintain the salary they received before the transfer or reduction, with no increase, until such time as the salary of their position exceeds the salary they received before the transfer or reduction. The salary of the Y-rated employee will be increased only if the Board of Directors increases the salary for their position above the salary they received before the transfer or reduction, or if they become eligible for a higher salary because of a step increase, promotion or reclassification.

#### 10.6 Reservation of Rights

The Board of Directors specifically reserves the right, subject to any meet and confer requirements, to, at any time, adjust, alter, change, delete, suspend or discontinue this Section 10, or any policies, procedures, benefits or programs, in whole or in part, to effectively meet the needs of the Air District and its employees.

## 10.7 At-Will Employment

### (a) At-Will Employees

Employees in positions in the following classifications shall be at-will employees:

- (1) Any individual appointed by the Board of Directors and employed under an employment contract, including the EO/APCO and General Counsel, who shall serve at the pleasure of the Board of Directors;
- (2) Any individual appointed by the EO/APCO to the classification of Principal Deputy Executive Officer (PDEO), Deputy Executive Officer (DEO) or Assistant Deputy Executive Officer (ADEO), who shall serve at the pleasure of the EO/APCO;
- (3) Any individual appointed by the General Counsel to the classification of Senior Assistant Counsel, who shall serve at the pleasure of the General Counsel.
- (4) Any individual hired by the Air District as a Limited-Term Contract Employee (LTCE).

### (b) Appointment and Termination of At-Will Employees

Appointments of the at-will employees identified in subsections (a)(1)-(a)(3) above need not include a competitive recruitment process and may be appointed directly by the appointing authority identified in subsections (a)(1)-(3), subject to budgetary approval.

Appointments of the at-will employees identified in subsections (a)(2) and (a)(3) above may be made at any salary step, notwithstanding any limitations in this Administrative Code, including Section 10.4 above; and after appointment, the EO/APCO may adjust the employee's salary step at any time based on performance, without regard to the length of time since the employee's last step increase.

At-will employees serve at the pleasure of the appointing authority and may be terminated for any reason or for no reason, with or without prior notice, and with no right to appeal or grieve any disciplinary action or termination regardless of whether they held a prior position in the Air District. In addition, at-will employees may be appointed for a fixed term of employment, and in such cases the employee will be separated at the expiration of that term (unless the employee has return rights to a prior position pursuant to subsection 10.7(c) below or said term is extended by the identified appointing authority). Except as expressly provided in subsection 10.7(c) below, at-will employees separated from an at-will position shall have no right to return to any other Air District position, regardless of seniority or tenure. At-will employees are not subject to any Layoff and Recall provisions in any provision of any Air District code or policy.

(c)     Return Rights for Specified At-Will Employees

Notwithstanding Section 10.7(b) above, employees who were appointed to the DEO or Senior Assistant Counsel classification prior to June 1, 2023, shall be entitled to return to a vacant position in the last classification they held prior to their appointment to the DEO or Senior Assistant Counsel classification, and at the same salary step they held prior to their appointment to the DEO or Senior Assistant Counsel classification. Reinstatement to the vacant position shall occur upon the termination of their appointment to the DEO or Senior Assistant Counsel classification, whether that occurs (1) at the end of a specified term, (2) due to their voluntary request to vacate the classification, or (3) at the discretion of the General Counsel or EO/APCO.

- (1)     For a DEO, if no vacant position exists in the employee's previously-held classification or if they did not serve in a previous classification, the employee shall be offered alternate employment at the discretion of the EO/APCO. Employees under this provision will be placed at the salary step closest to the current pay for the position they held immediately prior to their appointment to the DEO classification, or at the discretion of the EO/APCO.
- (2)     For a Senior Assistant Counsel, the employee will be placed in an Assistant Counsel position. In the event a Senior Assistant Counsel returns to an Assistant Counsel position under this paragraph, the returning Senior Assistant Counsel will be placed at the highest Assistant Counsel salary step for which they would have been eligible based on length of service if they had remained in their original Assistant Counsel position.
- (3)     Employees with return rights pursuant to this Subsection 10.7(c) are subject to discipline up to and including suspension while in the classification of DEO or Senior Assistant Counsel without appeal. However, if the Air District seeks to terminate such an employee, the employee will first be removed from the DEO or Senior Assistant Counsel classification and returned to an Air District classification with appeal rights pursuant to subsection 10.7(c)(1) or 10.7(c)(2) above. Discipline imposed on an employee in a Deputy Executive Officer or Senior Assistant Counsel classification may be used for purposes of progressive discipline after such return.

10.8    Limited-Term Contract Employees

(a)     Limited-Term Contract Employee Defined

Limited-Term Contract Employee (LTCE) means any person employed at-will by the Air District to work on one or more specific projects of limited duration, or for a specified

period of time, and whose limited-term employment with the Air District is expected to terminate at the conclusion thereof.

(b) LTCE Employment

LTCE may be subject to a fixed term of employment and will be separated at the expiration of that term, unless the term is extended. LTCE are not subject to a probationary period and are not subject to any Layoff and Recall provisions in any provision of any Air District code or policy. They do not have the right to appeal or grieve any disciplinary action.

(c) Conversion to Permanent Status

**Non-Competitive Appointment Eligibility:** Unrepresented employees in LTCE positions may be appointed to an unrepresented permanent position without a competitive recruitment.

**Return Rights:** Unrepresented employees in LTCE positions may be granted the right to return to the permanent position they held prior to the LTCE assignment upon completion of said assignment.

## 10.9 Classification Plan

The Board of Directors shall adopt and maintain a Classification Plan that organizes Air District positions into classifications based on each position's assigned duties and responsibilities and the qualifications necessary to successfully perform the work. The Classification Plan shall specify the classifications that are included in each Representation Unit established pursuant to the Air District's Employer-Employee Relations Resolution.

The EO/APCO or designee shall periodically review the Classification Plan to ensure that each position in the Air District is properly classified, and shall recommend to the Board of Directors any updates necessary. The EO/APCO may make minor, non-substantive changes to the Classification Plan, such as correcting typographical or grammatical errors, updating job titles, and clarifying terminology, without further approval by the Board of Directors.

## 10.10 Units

Air District staff belong to one of the following five Units, as established in accordance with the Air District's Employer-Employee Relations Resolution:

(a) Technical/General Unit

The Technical/General Unit consists of employees in clerical classifications, which are employees engaged in administrative support activities including internal and external communication, recording and retrieval of data and/or information and other paperwork required in an office, such as Office Assistant, Accounting Assistant and employees in the technical classifications, which are

employees engaged in work requiring scientific or technical knowledge and manual skills attained through college training or through on the job training, such as inspectors, laboratory technicians, and instrument specialists, except for employees included in the Confidential Unit.

(b) Professional Unit

The Professional Unit consists of employees in professional classifications, which include employees engaged in work requiring specialized knowledge and skills attained through completion of a recognized course of instruction, including, but not limited to, accountants, engineers, planners, meteorologists, statisticians, and the various types of physical, chemical and biological scientists.

(c) Confidential Unit

The Confidential Unit consists of employees in legal services classifications and personnel classifications, Executive Assistants, and employees who are privy to the decision-making process of Air District management or the Board of Directors affecting employee and labor relations matters.

(d) Management Unit

The Management Unit consists of employees in management classifications, including the EO/APCO, Deputy Executive Officers, Assistant and Principal Deputy Executive Officers, Division Directors, Officers, Managers, General Counsel, Senior Assistant Counsel and Staff Attorneys.

(e) Attorney Management Unit

The Attorney Management Unit consists of Assistant Counsels in the Attorney Manager classifications.

## **Section Eleven. Conflicts of Interest Code**

### **11.1 Conflict of Interest Code**

Pursuant to Government Code section 87300, the Board of Directors shall, by resolution, adopt and maintain a Conflict-of-Interest code.

## **Section Twelve. California Environmental Quality Act (“CEQA”)**

### **12.1 CEQA Regulations**

Pursuant to Public Resources Code section 21082, the Board shall adopt procedures for the evaluation of projects and the preparation of environmental impact reports and negative declarations required under the California Environmental Quality Act.

## **Section Thirteen. Transition Provisions, Interpretation of the Code.**

### **13.1 Previous Administrative Code Repealed**

This Administrative Code replaces the Air District's previous Administrative Code, Divisions I and II of which were repealed effective January 1, 2024, and Division III of which was repealed effective *[insert date of adoption]*.

Employees represented by a labor organization recognized by the Air District's Board of Directors as their exclusive bargaining representative, shall be governed by applicable Memoranda of Understanding (MOU) between the Air District and the recognized labor organization. In the event of a conflict between this Administrative Code and a Memorandum of Understanding applicable to a represented employee, the MOU shall prevail with respect to that employee.

### **13.2 Obligations of Contract Not Impaired**

All rights, claims, actions, orders, obligations, proceedings, bond authorizations, and contracts existing on the operative date of this Administrative Code shall not be affected by the adoption of this Administrative Code.

### **13.3 Effect of Headings**

Section headings contained in this Administrative Code do not constitute any part of the law. Citations to state law are provided for reference only.

### **13.4 Severability**

If any section, subsection, sentence, clause, word, or phrase of this Administrative Code is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Code. The Board of Directors hereby declares that it would have adopted this Administrative Code and each section, subsection, sentence, clause, word, and phrase it contains, irrespective of the fact that one or more sections, subsections, sentences, clauses, words, or phrases may be held invalid.

## Revision History

This Administrative Code was adopted by the Board of Directors on November 15, 2023 (Resolution No. 2023-24) and took effect on January 1, 2024. Since initial adoption, the Administrative Code has been amended as follows:

Date	Provisions Affected
March 5, 2025	Section 9.4 – Procurement and Contracting
December 3, 2025	Section 3.4 – Appointments to Committees Section 8.2 – Air District General Counsel Section 9.3 – Adoption of Budget Section 9.4 – Procurement and Contracting

## **BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

### **RESOLUTION NO. 2026-\_\_\_\_\_**

#### **A Resolution of the Board of Directors of the Bay Area Air Quality Management District Adopting Revisions to the Administrative Code**

WHEREAS, in 2023, at the direction of the Board of Directors (“Board”) of the Bay Area Air Quality Management District (“Air District”), the Air District began a project to overhaul the agency’s Administrative Code;

WHEREAS, the guiding principles that have governed this project are the goals of (i) ensuring that the Air District’s Administrative Code is consistent with current law; (ii) promoting effective oversight of Air District functions by the Board of Directors; (iii) promoting transparency in all of the agency’s programs and operations; (iv) incorporating current best practices for public agency management and administration; and (v) streamlining the work of the Board of Directors so the Board can perform its functions in an efficient manner;

WHEREAS, the Air District separated the Administrative Code update process into two phases, with Phase One consisting of an overhaul of Division I (Operating Policies and Procedures) and Division II (Fiscal Policies and Procedures) of the then-current code, and Phase Two consisting of an overhaul of Division III (Personnel Policies and Procedures);

WHEREAS, Phase One was completed with Board adoption of a significantly revised Administrative Code effective January 1, 2024, which replaced Division I and II in the old Administrative Code, but retained the legacy Division III (Personnel Policies and Procedures) to be addressed in Phase Two of the project;

WHEREAS, for Phase Two, Air District staff engaged consultant Baker Tilly to assist in updating Division III, as well as to conduct a comprehensive review of the Air District’s personnel policies and processes in general to identify operational gaps related to personnel matters and strategize on potential solutions;

WHEREAS, in coordination with Baker Tilly, staff concluded that the most appropriate approach to addressing personnel matters would be to streamline the personnel provision in the Administrative Code to retain direct Board of Directors oversight and authority over core matters such as compensation and benefits, classification plans and systems, and the creation of new positions, but to delegate to the Executive Officer/APCO (EO/APCO) the authority and responsibility to develop and implement policies on all other aspects of employment, employee performance, employee conduct, and related topics;

WHEREAS, Air District staff met on multiple occasions with the Board’s Labor Ad Hoc Committee to discuss this approach, and to obtain input and direction on a conceptual outline for developing revisions to the Administrative Code consistent with the approach;

WHEREAS, Air District staff also engaged outside counsel Atkinson, Andelson, Loya, Ruud and Romo (AALRR) to assist in developing revisions to the Administrative Code;

WHEREAS, in consultation with Baker Tilly and AALRR, and consistent with direction from the Labor Ad Hoc committee, Air District staff developed streamlined personnel provisions for the Administrative Code in a proposed new Section 10, with the intent that this new Section 10 would replace the legacy Division III personnel policies and procedures;

WHEREAS, Air District staff have also been working with Baker Tilly and AALRR to develop a comprehensive set of personnel policies to accompany the proposed new Section 10 of the Administrative Code;

WHEREAS, the new personnel policies that Air District staff have been developing address in detail matters regarding employee performance, employee conduct, and other similar employment-related topics that are currently in Division III of the Administrative Code, but would be more appropriate in policies developed by the EO/APCO than in the Board-adopted Administrative Code;

WHEREAS, the new personnel policies also address additional employment-related topics that are not addressed in the current Administrative Code, but should be addressed by the Air District consistent with public agency best practices, as identified by Baker Tilly;

WHEREAS, at the Finance & Administration Committee meeting on September 17, 2025, Air District staff presented their proposal to streamline the Administrative Code to cover only core personnel matters, and to move the details regarding personnel management to personnel policies developed by the EO/APCO, and as part of this presentation shared an initial draft of the proposed new Section 10 of the Administrative Code;

WHEREAS, at the September 17, 2025, meeting, the Finance & Administration Committee gave feedback and direction regarding staff's proposal;

WHEREAS, pursuant to the above discussions, staff drafted the proposed revisions to the Administrative Code attached hereto ("Proposed Revisions"), which include the substantive addition of the new Section 10 addressing employment issues, as well as certain other revisions such as removal of references to the Personnel Committee, updates to the Operative Date section, and non-substantive changes to address pagination and typographical matters;

WHEREAS, Air District staff discussed the Proposed Revisions with the Finance and Administration Committee at its meeting on December 17, 2025, and based on those discussions, the Committee recommended that the Board of Directors (i) adopt the Proposed Revisions and (ii) repeal Division III, which would be replaced by new Section 10 in the revised Administrative Code;

WHEREAS, the Board of Directors considered the Proposed Revisions, including the new Section 10 addressing employment matters, at a duly-noticed regular meeting held on February 4, 2026, at which members of the public were afforded an opportunity to comment and testify on these matters; and

WHEREAS, after considering the matter, the Board of Directors concurs in the Finance & Administration Committee's recommendations to adopt the Proposed Revisions.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby adopts the proposed revisions to the Administrative Code attached hereto, with instructions to staff to correct any typographical or formatting errors before final publication, and to publish the revised Administrative Code in an appropriate format that promotes its accessibility and ease of use by the Board of Directors, the Air District's other legislative bodies, Air District staff, and members of the public.

BE IT FURTHER RESOLVED that the Board of Directors adopts the Proposed Revisions to replace Division III – Personnel Policies and Procedures of the Air District's current Administrative Code, and for that reason hereby repeals Division III in its entirety as of the adoption of the Proposed Revisions.

The foregoing resolution was duly and regularly introduced, passed and adopted at a public meeting of the Board of Directors of the Bay Area Air Quality Management District on the Motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 2026 by the following vote of the Board:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Lynda Hopkins  
Chair of the Board of Directors

ATTEST:

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Marcy Hiratzka  
Clerk of the Board of Directors

DRAFT



# Revised Administrative Code with New Section 10 - Employment

Board of Directors Meeting

February 4, 2026

**Clif Brady**  
**Human Resources Manager**  
**Human Resources Division**



# Recommended Action

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Adopt a resolution to revise the Administrative Code by replacing the legacy *Division III – Personnel Policies and Procedures*. This proposed revision to the Administrative Code includes the addition of Section 10 – Employment.

The Finance and Administration Committee recommended adoption of these revisions at its meeting on December 17, 2025.

# Presentation Agenda

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- Project Background
- Consultant Recommendations
- Overview of Administrative Code Revisions
- Vote on Adoption of Administrative Code

# Project Background

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**Objective:** Update Administrative Code to improve efficiencies of Board agency functions, align with current law and incorporate best practices for public agency management

- **Phase One** – Replace Division I (Operating Provisions) and Division II (Fiscal Provisions) effective January 1, 2024
- **Phase Two** – Replace Division III – Personnel Provisions

# Project Team

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## Phase Two Project Team:

- **Consultant:** Baker Tilly for review of existing personnel policies and procedures
- **Labor Ad Hoc Committee:** Chair Hopkins, Vice-Chair Veenker, Directors Quinto and Lopez
- **Outside Counsel:** Laura Izon and Jay Trinnaman of Atkinson, Andelson, Loya, Ruud and Romo (AALRR)
- **Staff Team:** Hy Hinojosa, Lisa Baker, Clif Brady, Judy Yu, and Joseph Hyunh

# Consultant Recommendations

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**Streamlined Administrative Code:** Comprehensive governing rules, regulations and specific authorities granted to the Executive Officer (EO)/Air Pollution Control Officer(APCO)

**Approval:** *Board Audience: Executives, General Counsel, Board of Directors*

**Personnel Policy Manual:** A series of policies focused on numerous aspects of employment, performance, conduct and relevant topics

**Approval:** *EO/APCO Audience: Employees, Managers, Human Resources*

**Benefits Resolution(s):** Terms and conditions of unrepresented employee benefits

**Approval:** *Board Audience: Unrepresented Employees, Managers, Human Resources*

# Overview of Changes

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## Streamlined Administrative Code with new Section 10 - Employment

- Legacy *Administrative Code Division III – Personnel* replaced with a new Section 10 - *Employment* creating a streamlined governance document granting specific authorities to the EO/APCO regarding personnel matters
- Policies more appropriate for a Personnel Policy Manual were removed, and are being revised and placed in Personnel Manual along with new policies
- Employee benefits and conditions of employment removed providing coverage in Memorandum of Understanding (MOU) for represented employees and in benefits resolution for unrepresented employees

# Administrative Code Redline Summary

Existing Section	Change	Summary
Section 10 – Conflicts of Interest	New Language	Add new language and becomes Section 10 - Employment
Section 10 – Conflicts of Interest	Renumber	Becomes Section 11
Section 11 – California Environmental Quality Act (“CEQA”)	Renumber	Becomes Section 12
Section 12 – Transition Provisions, Interpretation of the Code	Renumber and Revise	Becomes Section 13 maintaining references to the repeal of Divisions I and II, the adoption of the Employer-Employee Relations Resolution (“EERR”) on January 1, 2024 and revises language relative to the creation of personnel policies

# Summary of Authorities – Section 10

Function	Current Authority (Division III)	New Authority (Section 10)
Personnel Policies	Board of Directors	Executive Officer
Employee Discipline, Early Workday Release, and Underfilling position	n/a (new)	Executive Officer
Salary Schedule	Board of Directors	Unchanged
Salaries for New Hires	Board of Directors	Unchanged
Y-Rating	Board of Directors	Unchanged
Reservation of Rights	Board of Directors	Unchanged
At-Will Employee Classifications	Board of Directors	Unchanged
Classification Plan	Board of Directors	Unchanged

# Detailed Changes - Section 10 Employment

Section	Section/Topic	Detail
10.1	Personnel Policies	APCO - Development, Maintenance and Administration of Personnel Policies
10.2	APCO Authority	<ul style="list-style-type: none"><li>• Discipline</li><li>• Early Workday Release with Compensation</li><li>• Underfilling of positions</li></ul>
10.3	Salaries and Benefits	Annual Board of Directors adoption of Salary Schedule and Employee Benefits Resolution
10.4	New Hire Salary	Retains Board of Directors authority for new hire employee salary steps
10.5	Y-Rating	Retains Board of Directors authority for Y-rating

# Detailed Changes – Section 10 (cont.)

Section	Section/Topic	Detail
10.6	Reservation of Rights	Retains Board of Directors rights to alter section 10 subject to meet and confer requirements
10.7	At-Will Employment	Retains definitions for At-Will employee classifications, appointments and terminations Provides salary step adjustment discretion to EO/APCO
10.8	Limited-term Contract Employee	Retains definitions, adds language for conversion and/or return to permanent positions
10.9	Classification Plan	Retains Board of Directors Authority for adopting and maintain Classification Plan: added language to allow for non-substantive changes by EO/APCO
10.10	Units	Retains definitions of 5 staff units

# Personnel Policy Manual Overview

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## **Section 1: General Administration**

- Regulatory and compliance-related policies such as: Equal Employment Opportunity, Family Medical Leave, etc.

## **Section 2: Personnel Conduct**

- Air District-specific standards and expectations such as: Outside employment, Workplace Safety, Prohibition on Drugs and Alcohol, etc.

## **Section 3: Recruitment and Selection**

- Policies related to talent acquisition for unrepresented positions such as: Categories of Employment, Employment of Relatives, etc.

## **Section 4: Employment Practices**

- Policies more procedural in nature such as: Performance Evaluation, Personnel Files, Personnel Onboarding, etc.

# Governing Documents by Employee Group: Who? What?

## Admin Code

All Air District Staff

Personnel Policies  
Manual (PPM)

## Benefits Resolution

Unrepresented Staff  
(Executive, Management  
& Confidential)

Salaries & Benefits

## MOU

Represented Employees

Salaries & Benefits

Negotiated Personnel  
Matters superseding PPM

# Recommended Action

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Adopt a resolution to revise the Administrative Code by replacing the legacy *Division III – Personnel Policies and Procedures*. This proposed revision to the Administrative Code includes the addition of Section 10 – Employment.

The Finance and Administration Committee recommended adoption of these revisions at its meeting on December 17, 2025.

# Questions & Discussion

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**For more information:**

Clif Brady | Human Resources Manager | [cbrady@baaqmd.gov](mailto:cbrady@baaqmd.gov)

BOARD MEETING DATE: February 4, 2026

REPORT: Advisory Council

SYNOPSIS: The Advisory Council held a meeting on Monday, December 8, 2025. The following is a summary of the meeting.

RECOMMENDED ACTION:

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

Gina Solomon, Chair  
Advisory Council

GS:mh

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Advisory Council (Council) Chairperson Solomon called the meeting to order at 9:30 a.m.

**Roll Call:**

Present: Chairperson Dr. Gina Solomon; Vice Chairperson Dr. Phil Martien; and Members Professor Ann Marie Grover Carlton, Dr. Stephanie Holm, Professor Michael Kleinman, Dr. Garima Raheja, Dr. Michael Schmeltz.

Absent: Board Liaison Lynda Hopkins.

*For additional details of the Advisory Council Meeting, please refer to the webcast, which can be found [here](#). Please use the webcast's index to view specific agenda items.*

## CONSENT CALENDAR

### **2. APPROVAL OF THE TWO SETS OF DRAFT MINUTES OF THE ADVISORY COUNCIL MEETINGS OF OCTOBER 6, 2025**

#### Public Comments

No requests received.

#### Committee Comments

None.

## Council Action

Dr. Holm made a motion, seconded by Professor Carlton, to **approve** the two sets of Draft Minutes of the Advisory Council meetings of October 6, 2025; and the motion **carried** by the following vote of the Council:

AYES: Carlton, Holm, Kleinman, Martien, Schmeltz, Solomon.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Raheja, Hopkins.

## INFORMATIONAL ITEMS

### 3. ADVANCING RISK ASSESSMENT METHODOLOGIES

The Council discussed advancing risk assessment methodologies, with a focus on applications in air quality regulation, with presentations from Dr. Keeve Nachman, Professor of Environmental Health and Engineering, Johns Hopkins University Bloomberg School of Public Health; and Dr. Rima Woods, Senior Toxicologist in the Air Toxicology and Risk Assessment Section in the Office of Environmental Health Hazard Assessment (OEHHA).

Prof. Nachman gave the presentation *Improving Methodologies for Cumulative Risk Assessment: A Case Study of Noncarcinogenic Health Risks from Volatile Organic Compounds in Fenceline Communities in Southeastern Pennsylvania*, including: goals of the Hazardous Air Pollutant Monitoring & Assessment (HAP-MAP) project; thesis statements;; multi-effect toxicity database (METDB); characterizing risk for each chemical; characterizing cumulative non-cancer risk; summary; what it means; and research.

Professor Peter DeCarlo also answered questions to this presentation.

## Clarifying Questions

Vice-Chair Martien asked how much of the information presented by Dr. Nachman was already available in the current version of the Hot Spots Analysis and Reporting Program (HARP) software, and whether it could be applied to assessments beyond the most sensitive target organ, or if additional development would be required. Dr. Woods responded that additional development would be needed. She explained that HARP currently assigns one Reference Exposure Level (REL) value per exposure duration (acute, chronic, or 8-hour) to each chemical, and there may be several target organs associated with that. Expanding beyond that was, she thought, not currently possible in HARP. Dr. Woods commended Dr. Nachman's work and clarified that the Office of Environmental Health Hazard Assessment (OEHHA) regarded it as a strong approach, though implementation would require a larger discussion.

Chair Solomon then inquired about Dr. Woods's reference to collaborative work with the Program on Reproductive Health and the Environment. She asked whether the term

“ACES” referred to adverse childhood experiences, which she noted would be highly relevant to the Air District’s work, and requested clarification on what the project entailed, as well as whether there were other near-term efforts directly relevant to air pollution. Dr. Woods explained that a research scientist at OEHHA, Dr. Thilakaratne, was working on that contract with the University of California San Francisco (UCSF), focused on an in-depth systematic literature review of specific endpoints, adverse childhood experiences being one example. The goal, she explained, was to explore ways to quantify effects in order to apply an uncertainty factor. Whether this approach would ultimately scale to cover all non-chemical stressors, or instead be limited to certain stressors or chemicals, remained uncertain. Dr. Woods offered to reach out to Dr. Thilakaratne about the possibility of presenting this early-stage work to the Council. Chair Solomon indicated that such a presentation would be of strong interest, noting that in previous meetings the Council had discussed the possibility of this type of work in general, including interactions between particulate matter and heat. She added that lead (Pb) could also be of interest, given its relevance as both an air toxic and a criteria pollutant. Dr. Woods agreed to follow up.

### Council Discussion

Councilmember Schmeltz opened the discussion with a broad question about data availability in the context of cumulative impact assessments. He remarked that Dr. Nachman’s work had drawn heavily on U.S. EPA datasets, but noted current concerns about the availability of those datasets, as well as the possible cessation of assessments under EPA’s Integrated Risk Information System (IRIS) program. With respect to the data used by OEHHA, he asked about opportunities to move forward using other sources that would not rely on federal datasets but would still be sufficiently comprehensive for these types of assessments.

In response, Dr. Nachman provided additional detail on the CompTox dashboard used by his team. He explained that it functions as an aggregator: while many of the points of departure (PODs) his team relied on originated with EPA, others came from a range of non-EPA sources. The dashboard, he said, centralized access to those values, after which his team vetted them and selected the most appropriate POD for each chemical-outcome combination. He expected those data sources to remain generally available, and emphasized their diversity, noting that in some cases they came from the primary literature and in others from sources such as the European Chemicals Agency (ECHA). A key feature of the approach, he explained, was that once a POD had been developed for a given chemical-outcome pair, it would remain usable unless new toxicological information emerged. While there was an initial capital investment required, he continued, once that work was done, the entry for that chemical-outcome combination could live on. Looking ahead, he described his team’s interest in developing a tool that would allow agencies to input a chemical concentration representing a level of chronic exposure, and use that to work with their Multi-Effects Toxicity Database (METDB) process. He noted that the CompTox dashboard remained online, and expressed hope that the sources of PODs for such an approach would remain easily available.

Dr. Woods added that OEHHA was also considering how to preserve information. She explained that OEHHA relies on a broad base of primary literature and considers all available evidence, including animal and human studies, mechanistic data, and related information, when deriving health-based values. She remarked that CompTox performs a valuable aggregation function, and noted that OEHHA was exploring the possibility of developing a similar, in-house dashboard to help ensure continuity and timely updates. She added that collaborations with research institutions and with other states would be important components of a sustainable approach.

Councilmember Raheja asked how the set of volatile organic compounds (VOCs) included in the analysis had been determined, and how many were ultimately included. Given that expanding the number of compounds can add to the complexity of modeling, she asked what constituted a practical stopping point. Dr. Nachman responded that the original set of chemicals his team had measured formed the basis of the Multi-Effects Toxicity Database (METDB), but emphasized that any additional chemical could be incorporated, provided there was either a direct measurement or a forecasted exposure available.

Chair Solomon then inquired whether there were plans to extend the work beyond the initial set of VOCs, for example to metals or potentially to particulate matter, as candidates for inclusion in METDB. Dr. Nachman affirmed that such extensions were under consideration and invited additional comment from his colleague, Dr. Peter DeCarlo. Dr. Nachman noted that his team had published work examining metals, although that study did not apply the METDB framework. With respect to particulate matter, he explained that they were attempting to disaggregate it in ways that could be integrated into their system, which posed challenges due to overlap between particulate matter composition and chemicals measured independently. He also described a subsequent measurement campaign in Louisiana's "Cancer Alley," where the team deployed expanded monitoring capabilities and added approximately 30 additional chemicals to their dataset. Dr. Nachman added that his students were also exploring applications involving different routes of exposure, such as combined dermal and inhalation pathways in the context of beauty parlor workers. He noted that there were many potential applications of the approach, each requiring some expansion of capacity, but emphasized that if exposure could be quantified, it could be incorporated.

Vice-Chair Martien addressed Dr. Woods with a question about the new toxicology evaluation section, focusing in particular on computational toxicology approaches. He asked how much of that work might be useful in expanding databases such as those under discussion. Dr. Woods responded that computational toxicology is often used to fill data gaps, for example in cases where there are no animal, human, or mechanistic studies, by identifying shared characteristics across a class of chemicals. Those approaches can help inform how we assess a chemical, she said, but it will be difficult in some cases to deal with a lack of animal or human testing; approaches like Dr. Nachman's are an excellent example of how computational toxicology can be used; the final step then becomes the applications in the regulatory framework. Dr. Woods added that the computational toxicology section, referred to as NTES, is actively engaged with a range of academic partners in thinking through how to bridge the gap from modeling to regulatory decision-making, and is continually seeking additional ideas and input.

Councilmember Carlton then remarked that, in reviewing papers by Dr. Nachman's team, she had observed notable differences between modeled risk estimates and measured values, with measurements consistently indicating higher risk than modeling suggested. She asked whether under-accounting for leaks might help explain that discrepancy, and whether the modeling approaches had only accounted for stack emissions. She further inquired what Dr. Nachman viewed as the primary limitation in developing a more quantitative understanding of risk: measurements, databases, or both.

Dr. Nachman responded by referencing a paper his team had published on ethylene oxide, which he suggested might be one of the cases Councilmember Carlton had in mind. He explained that the compound was difficult to measure in the field, but that his team had compared their measurements with modeled estimates of ambient concentrations derived from emissions data in the National Emissions Inventory (NEI). In nearly every case, and across almost all geographic units examined, the measured concentrations were higher than the modeled estimates, in some instances by orders of magnitude. This, he continued, has huge implications for on-the-ground, real-world exposure and risk; under-estimating exposures to single or multiple chemicals may be missing the burdens that communities are actually facing. Multiple dimensions of risk estimation highlighted by Dr. Carlton's question, he concurred, are missed by the current approach. Dr. Nachman suggested that the use of modern measurement technologies at high spatial resolution could substantially improve understanding of what people are actually breathing. With the methods demonstrated in the study, he noted, there was significant opportunity to enhance exposure estimation, thanks in large part to the existence of these databases of toxicological information. He concluded that while his team had worked to demonstrate the value of better integration, independent improvements to both measurement and consideration of health effects were important and added to understandings of true impacts. He invited further comment from Dr. Peter DeCarlo.

Dr. DeCarlo added that most current modeling approaches rely on emissions inventories which, for hazardous air pollutants (HAPs), are often self-reported and in some cases incomplete. In response to Councilmember Carlton's questions, he noted that stack emissions are sometimes monitored, but primarily for criteria pollutants rather than for HAPs. As an example, he explained that estimates for formaldehyde emissions from combustion are typically based on the amount of natural gas combusted, using emissions factors drawn from U.S. EPA's AP-42 handbook. His team, he said, was finding that these are often optimistic. To better understand what communities are actually exposed to, he suggested that auditing facility emissions is necessary and that subsequent applications of tools like METDB can be helpful to understand implications in terms of community exposure and health around certain facilities.

Chair Solomon thanked the speakers and noted that while the presentations' focus had largely been on one aspect of risk assessment, the Council's discussion should also consider the exposure piece, which was equally important and valuable in the context of cumulative impacts, and specifically in the Council's report.

Chair Solomon recalled that perhaps 15 years ago, OEHHA had assembled a list of hazard traits for the Green Chemistry project, examining both traditional endpoints by organ system as well as some key-characteristics traits, that might bridge more conventional approaches with New Approach Methodologies (NAMs). She asked Dr. Woods whether that body of work was still active or potentially useful. Dr. Woods also recalled that work, as well as related efforts focused on key characteristics for carcinogens, though she noted there had been less development on the non-cancer side. She offered to explore whether that work could be revisited and used as a starting point. Chair Solomon observed that one advantage was that it had already been codified in regulations. She also noted that OEHHA had authored multiple papers on key characteristics relevant to reproductive toxicology, neurotoxicology, and immunotoxicology. She acknowledged that this line of discussion might extend beyond the Air District's immediate scope, but emphasized its importance for making substantive progress on cumulative impacts, and expressed appreciation for the progress made.

Returning to Dr. Woods's presentation, Chair Solomon drew attention to approaches used in the contaminated sites program, suggesting the potential of a useful analogy. She asked for clarification about screening-level assessment in that context, specifically whether it examined multiple endpoints and whether it was comparable to the approach described by Dr. Nachman's group, or instead involved extrapolating a single reference dose or concentration across multiple endpoints. Dr. Woods clarified that the approaches were different. She explained that the screening-level assessment was intended to provide a high-level indication of potential risk at a site, so that hazard quotients were calculated for each target organ system and then summed, consistent with a conservative assumption that all chemicals affected the same target organ system. This approach, she explained, functioned as a rapid screening tool to determine whether a more comprehensive site assessment was warranted.

Councilmember Holm connected the discussion to Dr. Woods's earlier remarks on data availability within existing systems. Recognizing that the contaminated sites program relies on a conservative approach, she asked whether that framework could be leveraged sooner, rather than waiting to fill the data gaps required for an approach like Dr. Nachman's. Dr. Woods offered that it could perhaps be used for a high level screening, but that OEHHA was limited to including chemicals with values available to them; there was not a way for them to include chemicals without established Reference Exposure Levels (RELs) for California. She added that Dr. Nachman's approach was compelling because it could incorporate values that have not yet gone through the traditional Hot Spots REL development process, even if those values are interim in nature. For that reason, she said, it could be useful for rapid screening applications. She concluded that the structure of the Hot Spots program warranted care in considering the application of new methods, and also that conversations with the California Air Resources Board (CARB) and with Air Districts would be needed around worst-case scenarios.

Vice-Chair Martien suggested a discussion of next steps for this approach, which he observed increasingly appeared to offer a way to advance consideration of cumulative impacts, even beyond the place-based approaches presented by other states. He invited input from staff. Mr. Nudd responded that the discussion had identified a need for a capital investment, which would involve further engagement with Dr. Nachman's group and

OEHHA to explore opportunities to bridge the associated resource gap. He noted that these conversations were still at an early stage, with details to be ironed out, but it seemed a promising approach for the Air District to help move forward.

Chair Solomon expressed support for pursuing this direction, noting the enthusiasm expressed by other Council members and by OEHHA. She emphasized that while additional effort would be required to move toward implementation, it seemed very doable. From a scientific perspective, she said, it was on a very solid foundation with established methods; nothing was changing the paradigm of the risk assessment process, but was instead expanding it in a way that was much needed and arguably overdue, and could make an on-the-ground difference. She added that it complemented other strands of the Council's discussion, including map-based approaches that address non-chemical stressors, as well as needed improvements to exposure assessment.

#### Public Comments

No requests received.

#### Committee Action

No action taken.

### **THE COUNCIL RECESSED AT 10:43 A.M., AND RESUMED AT 10:58 A.M.**

#### **4. CONSIDERATIONS FOR CUMULATIVE IMPACTS APPROACHES**

Greg Nudd, Deputy Executive Officer for Policy, gave the staff presentation *Considerations for Cumulative Impacts Approaches*, including: outline; current landscape; policy and assessment tools – current cumulative impacts-driven policy, considerations from current implementation, health and demographic data considerations, assessment approaches, particulate matter (PM) exposure and toxics assessments, considerations and staff recommendations; considerations for future policy mechanisms – place-based approach, thresholds for permit issuance, community participation in permit actions; and discussion questions.

#### Clarifying Questions

Chair Solomon thanked staff and noted that the presentation raised several issues for the Council's consideration. She expressed caution about whether the Council should be opining on specific policy approaches, such as no-net-increase requirements or exemptions, but emphasized the importance of the Council understanding the underlying dilemmas, which she characterized as thorny.

Councilmember Raheja asked whether increased requirements for community meetings or the use of community benefit agreements would contribute to the existing permitting backlog or otherwise impose a significant workload. Mr. Nudd responded that they would. He explained that careful scoping and targeting would therefore be necessary, given that the Air District processes roughly 1,000 new permits each year, a substantial portion of

which are in overburdened communities. Therefore, he said, the Air District would need to consider what kinds of facilities ought to trigger that kind of community participation.

Mr. Nudd then turned to Ms. Kelly Crawford, Deputy Executive Officer of Engineering and Compliance, noting that she had suggested beginning with AB 617 communities, where the Air District already has established relationships. Ms. Crawford elaborated that when confronting multiple problems simultaneously, the question of where to start could be simplified by leveraging AB 617 maps, since those have already involved a public process and community input. She emphasized that this would provide a practical starting point, allowing the Air District to implement some actionable measures that would actually drive reductions in air pollution, rather than attempting to resolve every issue at once. In response to Mr. Nudd's reference to community benefit agreements (CBAs), she also offered to share models for getting benefits to communities where the parties included communities themselves.

### Council Discussion

Vice-Chair Martien acknowledged the permitting backlog and opined that a tiered approach made sense, starting with AB 617 communities, given the greater availability of information about those communities and their established relationships. With respect to whether certain pollutants should be prioritized at the outset, specifically air toxics and particulate matter, he expressed the view that they should. This view, he noted, was based both on what he had heard during the discussion and on his prior experience, as well as a recognition of the need to focus efforts and address pressing needs.

Recalling Mr. Nudd's slide on data needs, Vice-Chair Martien added that several of the issues raised were highly relevant, including how measurements might be integrated with modeling to estimate background concentrations. He then raised the question of how progress in addressing cumulative impacts might be tracked over time. He suggested that progress could be assessed in part through quantitative measures. He also observed that, even though the Council had not discussed qualitative approaches in depth, starting with AB 617 communities' experiences over time, and hearing stories or having conversations about how that is going, might serve as an initial way to assess progress.

Councilmember Schmeltz offered two additional comments. First, about issues with acquiring health data, and assuming that the Air District could work with the state to obtain it, he asked whether the Air District might partner with private organizations, such as Kaiser, to obtain enhanced data for the Bay Area. He acknowledged that data sharing with private entities could pose challenges. Mr. Nudd replied that it was a good question, and while that model had not been tried yet, the Air District had seen it work in West Oakland through partnerships involving Kaiser and the Environmental Defense Fund (EDF).

Prof. Schmeltz continued that, second, staff had mentioned a way of including community perception in permitting or in some of the data; his thinking was that this was a good idea, but that community perception does change over time, both as membership evolves, and when significant events take place. He wondered about feasibility and the frequency of

assessment of community perception within permitting processes, and how nimble the agency could be in that assessment and related pivoting.

Mr. Nudd explained that he had been reflecting back what was heard consistently from environmental justice advocates; namely, that decisions about activities in their communities should not be made without consultation. He acknowledged that Councilmember Schmeltz had highlighted important practical and logistical concerns, and offered that if the Air District were to start with AB 617 communities, there would be at least some pre-existing community groups and trusted partners to work with, though that could have downsides as well. Mr. Nudd recalled that another idea was to require facilities to host their own public meetings, prior to applying for permits, if they wished to expand or locate operations in overburdened communities, so as to improve community awareness. He noted that there had been instances where permit applicants had proposed what they considered to be strong projects, only to encounter intense and unexpected community opposition. Such an approach, he suggested, could help avoid those situations, but it would have to be targeted to the right kinds of facilities.

Dr. Meredith Bauer, Principal Deputy Executive Officer, added that the Air District was rolling out a targeted inspection program initially focused on AB 617 communities. She explained that the program sought to connect with communities, mainly through AB 617 meetings, to identify priority facilities. She suggested that this could provide a sensible interface around permitting, subsequent to identifying facilities that communities are truly concerned by, which she thought would be similar from a permitting standpoint. She noted that Mr. Nudd had used the word “targeted” specifically and that there was strong alignment around leveraging the targeted inspection program for this purpose.

Dr. Philip M. Fine, Executive Officer, noted that the Air District’s rules already required enhanced engagement in overburdened communities, and that in recent cases the agency had gone beyond those requirements, including in areas bordering overburdened communities. He emphasized that this was particularly important from a procedural justice perspective, even though it could lengthen the process. He explained that the feedback was incorporated into the Air District’s technical process for ensuring that control technologies have been evaluated correctly, or that outreach has been conducted correctly, but that in the absence of a policy or rule that allowed for alteration or denial of a permit based on that feedback, whether the permit could be issued or not remained largely non-discretionary.

Dr. Fine emphasized the value of a policy or analytical process that could lead to different outcomes, rather than just a more drawn-out process, given the implications for the permit backlog and resourcing. He expressed interest in a process wherein, early on, a facility could understand how difficult a path they were going down might be. He noted this would have value for multiple parties, in terms of saving time for the facility, the Air District, and the community. Early presence and touchpoints, he concluded, would create value for decisions upstream, before the process ended up spinning wheels and resulting in the same outcome.

Councilmember Holm agreed with the need to prioritize and the fact of limited resources. Returning to the previous point, Councilmember Holm acknowledged that the uniqueness of AB 617 communities, and the resources that could be leveraged, provided opportunity. She cautioned, however, that there had been a lack of discussion on how a pilot effort tailored to those circumstances could affect the generalizability of efforts to serve broader geographic areas. She suggested that it would be particularly important to explicitly consider, from the outset, how a pilot could transition and be scaled up for wider application. Chair Solomon concurred.

Chair Solomon seconded other Councilmembers' recommendations, including Vice-Chair Martien's recommendation to focus on particulate matter and air toxics. She noted that this already represented a substantial scope of work, and that attempting to take on more could be impractical. She also agreed that a geographic focus was reasonable, and that there were good arguments for beginning with AB 617 communities, while acknowledging the important caveat raised by Dr. Holm regarding scalability. She then asked whether identifying an additional round of AB 617 communities might create further opportunities for implementation.

Dr. Fine responded that the California Air Resources Board (CARB) had recently issued updated guidance for the AB 617 program that effectively paused the designation of new full AB 617 communities, while not ruling out that possibility in the future. He explained that CARB was instead shifting toward opening the program to all interested communities, though perhaps with a lower level of Air District engagement. Acknowledging that this approach had pros and cons, Dr. Fine explained that the Air District did not anticipate additional full AB 617 communities being nominated or approved under the new guidelines. In addition to the four existing AB 617 communities associated with the Bay Area Air District, he noted that several other Bay Area communities were working closely with the Air District and would likely be included under a broader framework, though with more limited resources and engagement.

Chair Solomon expressed her disappointment at the development, indicating that it would result in important communities being left in limbo. She reinforced her agreement with the other Council members that starting with a geographic focus made sense, and observed that the selection of a starting point was ultimately the Air District's decision, whether with a strong existing partner, or with a community that might have been next on the list.

Returning to the earlier discussion of which pollutants to prioritize, Councilmember Kleinman remarked that particulate matter was very important, as were carcinogens and other hazardous compounds. He added that a significant portion of air quality exceedances and broader degradation are attributable to ozone. He did not argue that ozone should be an immediate focus, but expressed the view that it would eventually need to be addressed. Given that ozone is formed through atmospheric chemistry, he noted, it is more of a regional issue, but because it affects everyone, he cautioned against leaving it out of the Council's overall thinking.

Mr. Nudd responded that the Air District had not lost sight of ozone, noting that it had been the subject of several meetings that same week. He explained that ozone levels in the Bay Area had been fluctuating at or near the standard for some time. He added that

many of the strategies being considered to reduce regional particulate matter would also yield substantial ozone benefits. Mr. Nudd affirmed that the Air District would continue working to ensure that it could stay in attainment. Councilmember Kleinman noted that, in the context of discussing detrimental effects, it should be kept in mind that all improvements in air quality led to health benefits, which should be credited.

Councilmember Raheja suggested that if the Air District were to begin with a geographically tiered approach, and initially focus on particulate matter before expanding to additional pollutants, future plans for expansion could be articulated as part of the pilot launch. Doing so, she explained, would help ensure that communities not included in the initial pilot would understand what was coming and on what timeline.

She added that this planning could also incorporate consideration of what constitutes essential services, offering gas stations as an example. While such facilities might currently be treated as essential, she noted, that could change over a longer timeframe. In this way, permit applicants would also have greater clarity and be better able to prepare for future requirements. She suggested that this approach could serve as a way to create a commitment to the community in terms of expected achievements and timelines. Chair Solomon agreed that this approach was generally reasonable, and emphasized the importance of signaling the direction of future efforts, particularly for communities that might otherwise feel excluded at the current stage.

Chair Solomon remarked that she had heard about substantial progress by the Air District on geographically focused cumulative impacts policy changes, noting that some of those efforts had already begun to affect permitting decisions, even as certain issues remained unresolved. She recalled earlier references to both the Port of San Francisco and the area around Schnitzer Steel, which were so heavily industrialized that they were not captured by CalEnviroScreen, and asked whether there had been discussion of how to address that gap. Mr. Nudd responded that in the case of Schnitzer, the Air District had required what would be required of sites in overburdened communities. With respect to sites at the Port of San Francisco, he said the issue had not yet arisen in the same way, but noted that staff were aware of the concern and were in ongoing conversations with the Bayview-Hunters Point community through the AB 617 process. Chair Solomon then asked whether the process relevant to the Schnitzer Steel case might be extended more broadly. She observed that areas missing from CalEnviroScreen are often excluded because of small resident populations, which is frequently due to a high concentration of industrial sources. As a result, she suggested, adjacent communities could reasonably be presumed to be highly impacted. Mr. Nudd agreed that this perspective was sensible and should be considered when considering CalEnviroScreen maps and related updates.

Chair Solomon then invited any remaining questions from staff and asked whether they had received what they needed from the discussion. Mr. Nudd replied that they had, expressed appreciation for the input, and noted that staff looked forward to the upcoming workplan discussion and to reporting back on related policy developments.

### Public Comments

No requests received.

## Council Action

No action taken.

## ACTION ITEM

### **5. APPROVAL OF REFINEMENTS AND ADDITIONS TO THE PREVIOUSLY ADOPTED CUMULATIVE IMPACTS WORK PLAN**

The Council considered approving proposed refinements and additions to the Cumulative Impacts Work Plan, including a newly expanded Appendix B entitled, "The Advisory Council's Interim Findings (approved July 2024) and Working Draft Outline for Cumulative Impacts Findings and Recommendations (considered December 2025)," developed by the Work Plan Ad Hoc Subcommittee.

Vice-Chairperson Dr. Philip Martien presented the item and asked for revisions from the Council, which the Clerk captured live, on the screen.

## Public Comments

No requests received.

## Council Discussion

Vice-Chair Martien introduced the item, stating that the focus would be on updates to the workplan. He drew attention to new recommendations included in an appendix, which reflected discussion from the previous meeting, and suggested that live edits could be made during the discussion.

Beginning with the Summary, Vice-Chair Martien remarked that he viewed it as a living document. He reminded the Council that the workplan was intended to guide its work toward identifying and reducing cumulative impacts, with the primary objective of developing a set of written recommendations to be delivered to the Air District's Board of Directors in the following year. He recalled that the Background section summarized key information about cumulative impacts identified to date, and described how existing Air District programs already take cumulative impacts into account. The Methods section, he continued, outlined proposed approaches for implementation, while the Products and Timeline section described goals in greater detail and identified when specific products were expected to be developed. The Appendix, he noted, contained supporting materials, including draft Findings and Recommendations that would ultimately be incorporated into a final document.

Vice-Chair Martien explained that most of the edits to date had addressed typographical issues or modest tightening of language, largely in response to the Community Advisory Council's (CAC) request for improved readability, and that additional work in that vein would likely be needed. He emphasized that the overall message of the workplan remained unchanged, with the most substantive revisions concentrated in Table 1, which

addressed ideas related to assessment, and Table 2, which focused on actions to reduce impacts. He reminded the Council that, based on earlier discussion, a set of recommendations had been developed that drew from those tables, and that these were now presented in Appendix B alongside the Findings adopted at the July meeting.

Turning to Appendix B, Vice-Chair Martien first called attention to the Findings, noting that edits to them could be taken up at a later stage. He then proceeded to the Recommendations, beginning with the first. He explained that it called for the Air District to update its emissions inventory for Toxic Air Contaminants (TACs), including a proposed approach for prioritization. In addition, the recommendation proposed using that inventory for regional TAC modeling, and collecting TAC measurements; staff appeared to already be undertaking these activities. He noted the prospect of periodic updates, similar to the approach taken by the South Coast Air Quality Management District (SCAQMD).

Vice-Chair Martien continued that the second recommendation could leverage the information gained from the first to establish initial estimates of background levels that could be used to derive hazard quotients.

The third recommendation, he explained, related to the earlier discussion with Dr. Woods and Dr. Nachman, concerning the limitation in current risk assessments created by considering only a single target organ or system, and recommending expansion to multiple targets.

Acknowledging that the first three recommendations would require time to implement, he noted that the fourth recommendation concerned the adoption of tighter thresholds for hazard indexes (HIs), similar to what was being done in Rule 2-5 currently, where cancer-risk limits were tighter in OBCs than elsewhere.

The fifth recommendation addressed the need for a more comprehensive accounting of potential site-specific issues in the permitting process. This included, but was not limited to, more rigorous consideration of emissions during startup, shutdown, and upset conditions. Vice-Chair Martien noted that at the previous meeting there had been discussion of the ways in which the Air District already accounted for these emissions in certain circumstances, and he also referenced consideration of facility compliance history as part of permitting decisions. He also noted extensive discussion of the potential for emissions sources that may not be accounted for, and the potential need to expand how such sources are accounted for or otherwise considered. He observed that further discussion could be needed regarding exactly what the idea of “un-inventoried” sources comprised.

Vice-Chair Martien continued that the sixth recommendation focused primarily on the Air District’s Rule 11-18. He reminded the Council that the rule addressed risks from existing sources, and that the Council had a favorable impression of it overall. He noted, however, that it had faced challenges in implementation, and that the Air District was understood to be developing updates to address those issues. The Council’s recommendation, he explained, was that updates to Rule 11-18 be brought periodically to the Council, so that the Council could offer input on how cumulative impacts might be more fully integrated into those revisions.

The seventh recommendation, he explained, addressed local near-field impacts from sources of fine particulate matter (PM<sub>2.5</sub>). He noted that this topic had been discussed at length by both the current Council and the previous Council, with the idea being to have some consideration of PM<sub>2.5</sub> in permitting for new and modified sources, and especially in OBCs. The best options for implementation, he suggested, could best be left to the Air District to determine.

The eighth recommendation, he said, was meant to voice support from the Council in terms of using CalEnviroScreen or a map-based approach generally, so as to identify communities where more protective actions would be required, but at the same time pointing out that such place-based approaches ought to be supplemented with the other recommendations, in order not to leave out communities that might not be covered by such an approach.

The ninth recommendation, he concluded, expressed support for the idea of no-net-increase in emissions in permitting new and modified sources in OBCs while recognizing the potential for challenges, as Mr. Nudd had discussed.

Vice-Chair Martien then invited additional explanation from Drs. Holm and Carlton, and discussion from the full Council.

Dr. Bauer asked a clarifying question, namely: regarding the second recommendation, and updated estimates becoming a new background, what the Council's thoughts were on situations where that background level was decreasing, and whether anything above that lower level would then be considered additive. She pointed out that emission estimates change every year, so that those from certain sources might be lower than what had been thought. She also observed that the number of permitted sources remained relatively stable over time, with newer sources generally cleaner than those being retired. In conclusion, she stated that there were a number of reasons why the Air District should hope that the background level should be declining, and wondered about giving more cushion, or setting the background level lower.

Vice-Chair Martien responded that the Council had been thinking specifically of background level in the context of estimating hazard quotients or hazard indexes. For most applications, he said, the working assumption was that a source existed separately from other sources of a pollutant. Taking the example of a source of benzene, he pointed out that the reality is that there is an existing background for benzene; the thought was that one could sum that background level together with the contribution of the new source.

Dr. Bauer responded that she could imagine a scenario where over two or three years, the background level of benzene had gone down, and then a new source with some benzene emissions was coming in; this left more than one possibility for determining the relevant background value. Vice-Chair Martien agreed that the details could be challenging, and that he would look to staff regarding the implementation. The idea, he noted, was simply to include a background level, rather than to assume that there was none. Hazard quotients are meant to indicate safe levels, he explained, but the way they

are commonly applied is to look at an increment and compare that increment to a level that would be safe.

Chair Solomon suggested that the word “background” might be impeding the discussion, and that a different term might be warranted. To clarify the intent, she proposed a hypothetical example in which the ambient concentration of formaldehyde in a given community was X, and that a permit was sought for an emitter of formaldehyde. Under current practice, she explained, the emissions from that source would be evaluated on their own, and if the resulting hazard index were below one, the permit would typically move forward, but if combining that with the ambient level of formaldehyde in that community exceeded one, it would constitute a problem. The proposal, she explained, was to take an approach that would add in the ambient concentration; if that ambient concentration declined over time, that would be welcome, and the new and lower concentration would be included; perhaps then the facility would not trigger a level of concern, at that future time. She concluded that the Council could consider revising the wording for clarity.

Vice-Chair Martien suggested that this might already be understood by staff, and that the Council might not have fully engaged with the underlying issue being raised. Dr. Bauer responded that from a concentration standpoint, the approach posed fewer challenges than from an emissions standpoint. She explained that methodologies for estimating emissions can change over time, enough that one can observe artifacts that do not represent the real emissions. From a concentration standpoint, she indicated, the Council’s thinking made sense. Vice-Chair Martien expressed understanding, and indicated that the Council did not want to be so prescriptive as to recommend things that did not make sense. He reiterated that the Council’s goal was to work with staff to develop recommendations that were sufficiently specific to be useful, while remaining workable in practice.

Councilmember Kleinman remarked that this sounded to some extent like factoring in no-net-increase. He suggested that, much like ozone, there is an overall background level, along with an additional local increment arising from the cumulative effects of nearby sources. From that perspective, he said, a new source should not add further burden above that cumulative background, though this can be tricky to handle. He raised an additional concern, noting that while changing the threshold for a carcinogen is one way to address some of these things easily, it may be hard to communicate to a community that is not designated as overburdened that a certain increment of material would not contribute to causing cancer there, while it could have done so elsewhere. While potentially practical, he cautioned, such an approach could raise public communication concerns.

Councilmember Holm asked for clarification about which aspect of the proposal posed the communication challenge. Councilmember Kleinman responded that, for example, there were a compound with a [cancer] slope factor of X, and in the overburdened community, that were discounted to some extent because of other cumulative effects, just saying the threshold would be reduced from X to X minus Y, but the original X were still applied in other communities, then those communities might feel that their potential health effects were being discounted. Councilmember Holm acknowledged that she might be

misunderstanding, but that she understood the proposal to be retaining the hazard index consistently in all communities, but that adding a permitted contribution to an ambient concentration would end up having a different outcome there. In that sense, she said, the public communication piece would be easier, because one would not be saying someone had risk X minus Y where they lived, while someone else had X risk where they lived; it would be a consistent hazard index, but acknowledging that there were other hazards. Councilmember Kleinman responded that the discussion had begun with lung cancer endpoints, but was transitioning to non-cancer endpoints, which would be treated differently. Vice-Chair Martien observed that the Air District already applied a lower cancer risk threshold in overburdened communities, suggesting that the relevant bridges may have already been crossed.

Councilmember Holm added that Recommendation 8 might be an appropriate place to incorporate the point raised earlier by Councilmember Raheja, specifically the inclusion of clearer plans for expanding beyond an initial set of communities.

Chair Solomon asked for clarification regarding Recommendation 4, specifically whether the ad hoc group viewed it as an interim recommendation, or as a measure that would be implemented first but continue to operate even after other recommendations were in place. Vice-Chair Martien responded that it was intended to be implemented first, but that the recommendation was silent on what would happen once Recommendations 1 through 3 were developed. In that respect, he explained, it was analogous to the current approach to cancer risk thresholds, which are set lower in overburdened communities without specifying how that policy might change as other measures are introduced.

Chair Solomon expressed some reservation about that framing, indicating that she would be more comfortable treating Recommendation 4 as explicitly interim, given that the other recommendations could take considerable time to develop. In the case of cancer risk, she explained, selecting a risk level is fundamentally a policy decision; hazard indices differ in that, at least in theory, a value of one represents a level below which there should be no appreciable risk from a given pollutant and source. From that perspective, she observed, justifying a threshold below that became difficult, since it implied moving from "below zero" to "below zero." She noted that it is easier in contexts where no threshold is assumed, and that there is growing recognition that many non-cancer endpoints may not have the sharp thresholds they were originally thought to have. For that reason, she indicated, treating non-cancer endpoints more analogously to cancer within a risk assessment context made some sense. Even so, she remained concerned about picking a lower number. Vice-Chair Martien recalled that there was still no consideration of non-chemical stressors even in the approach proposed by Drs. Wood and Nachman. Chair Solomon agreed that there were many good reasons, and simply wished to ensure that the math could be justified. Councilmember Holm agreed, and added that Recommendation 4 had been intended as an interim item following extensive discussion of the persistent need for more scientific information, coupled with the notion that this should not prevent action based on the information available. She wondered whether it would be useful to be less prescriptive in Recommendation 4, leaving open the possibility of other kinds of interim measures. She recalled earlier discussion with Dr. Woods about screening methods, and about existing data and systems. On the other hand, she

thought, leaving it too broad would not supply adequate clarity from the Council to the Air District.

Chair Solomon responded that the Council could clearly justify Recommendation 4 from a science perspective as an interim measure, given that two things had already been established in Recommendations 2 and 3. The first was the existence of other sources in the community emitting many of the same chemicals, that are not currently accounted for, which would result in higher hazard indexes if they were. The second was that there are other target organ systems that are not accounted for, as had been discussed that morning, which would also increase hazard indexes. Since it was known that the hazard indexes are probably being systematically under-estimated in overburdened communities, she continued, interim measures were warranted until the exact numbers could be determined. Either the numerator or the denominator could, she suggested, be adjusted; Recommendation 4 was not focusing on the numerator or the denominator, but instead saying that if the ratio were less than 1, it could still be considered problematic in a community. This was justifiable, she continued, though it could get trickier once Recommendations 2 and 3 were online and accounting for some of the background and some of the other target organs.

Vice-Chair Martien agreed and offered an additional refinement. He recalled that there were already places where the Air District used hazard indexes less than 1: for example, in Rule 2-5 at the source level. Agreeing with Chair Solomon's point, he proposed that the recommendation explicitly state its interim nature and focus on tightening thresholds, rather than specifically on adopting thresholds less than one.

Councilmember Holm supported this approach and observed that while the Council had discussed three reasons for tightening hazard indexes, only two had been explicitly captured, leaving out the contribution of non-chemical stressors. Although it was mentioned elsewhere, she suggested revising Recommendation 4 to integrate some of the relevant uncertainty. Vice-Chair Martien expressed his support, and the Council directed staff to make the relevant edits.

Returning to Recommendation 1, Vice-Chair Martien suggested that the language specifying a tract-level threshold be replaced with a reference to designations made by the Air District, particularly in light of the potential release of a new version of CalEnviroScreen and the details of how the Air District designates overburdened communities. Chair Solomon then identified two typographical errors in Recommendation 2, and Councilmember Holm proposed more precise language regarding pre-existing ambient air pollution. Staff made the corresponding edits to the document. Chair Solomon asked whether the revised language clearly conveyed the Council's intent. Dr. Bauer responded that it did, and indicated that staff would follow up.

Turning to Recommendation 5, Councilmember Schmeltz expressed concern with the use of the word "possibility." He argued that it would be beneficial for the Air District to actively identify un-inventoried sources, noting that in discussions with community members, it was unlikely that residents distinguished between permitted and non-permitted facilities, or between inventoried and un-inventoried sources. He thought it would be important for the Air District to have at least a working list or shared

understanding of other pollution sources, so that when community members raised concerns about specific buildings, facilities, or businesses, those sources were acknowledged or at least recognized in the conversation. Framing this solely as a “possibility,” he suggested, did not fully capture that need.

Vice-Chair Martien agreed that the term “un-inventoried sources” had been a challenge. He suggested that part of the difficulty lay in clarifying whether the discussion referred to sources directly associated with a specific permit application, or to sources in the broader surrounding community.

Councilmember Schmeltz clarified that he was referring to the broader community, and to what he termed “non-permitted sources,” meaning contributors to the local air pollution burden that are often visible or salient to community members. He offered examples such as fast food restaurants, from which emissions may be visible or commonly associated with air pollution, even though such sources may not be subject to permitting by the Air District. He acknowledged uncertainty about the most appropriate terminology, whether “un-inventoried,” “un-permitted,” or another term, but emphasized the importance of some form of identification.

Councilmember Holm added that the intent of the last discussion had included multiple cases, including known but unpermitted sources, as well as unknown sources, and that there was persistent frustration among community members when academic or regulators say that the part that they have measured is the part that they can address. She suggested that the Council had been trying to get at both of those issues with Recommendation 5, but that she was still not confident it had been entirely captured.

Dr. Fine clarified that these were very different things (un-permitted; un-quantified; un-identified; un-inventoried), and offered to go into depth about the differences if the Council desired. Unpermitted, he explained, meant that a source did not require a permit; it could be identified and might be inventoried; it could also be unidentified, meaning the Air District did not know it was there, but it still would not require a permit. The Air District could also know that a source was there, that did not require a permit, yet the Air District could still include that source in its inventory. What the discussion was getting at, he indicated, was ensuring as full a consideration as possible of the background or baseline. He suggested there might be a way to helpfully bypass these terms.

Chair Solomon thanked Dr. Fine for the clarification. She added that in the previous discussion, where discussion of “background” had been reframed as “ambient,” the Council had been trying to surface several related but distinct concepts. These included what is measurable, what is currently measured, and what has yet to be measured, and she noted the importance of differentiating among them. She explained that one objective of Recommendation 5 was to address large and complex sites where many activities are occurring, and where not all sources may be fully captured. Startup, shutdown, upset conditions, and compliance issues, she observed, are site-specific considerations. Within a single facility, there may also be sources that are not permitted, which she distinguished from the broader community-level sources raised by Councilmember Schmeltz. She emphasized that both dimensions were important and that neither should be lost in refining the recommendation.

Dr. Fine returned to Rule 11-18, noting that it requires a facility-wide assessment of emissions, encompassing everything the Air District is aware of at a site. He contrasted this with the scope of an individual permit, which is typically limited to the specific unit being permitted and does not entail a sitewide assessment. He explained that if the Air District were to move toward a framework that more explicitly considers ambient concentrations, or background conditions, not only from other sources at the same facility but from surrounding sources as well, then those contributions would be treated equivalently. Dr. Fine offered fugitive dust as an illustrative example. Such sources are known to exist, he noted; some are permitted, but most are not; quantification is difficult; they are rarely included in emissions inventories; and they pose significant challenges for regulation. He posed the question of how such sources should be addressed within the framework the Council was discussing.

Vice-Chair Martien commended the discussion and reflected that his own thinking had focused on situations where the permitted unit is known, but the full set of emissions associated with that unit may not be. He agreed that many different things could fall under the umbrella of “un-inventoried sources,” and suggested that the language should be refined to better clarify what the Council intended to capture. Noting the importance of the item, Chair Solomon agreed that the language had been appropriately flagged as in need of refinement, and suggested that the Council could move forward.

For Recommendation 8, Councilmember Holm suggested adding language regarding the expansion of work beyond initially targeted communities. Vice-Chair Martien suggested replacing specific mention of CalEnviroScreen with “place-based approaches.” Staff made corresponding edits.

In Recommendation 9, Chair Solomon noted that “no net increase” moved discussion deeper into the policy realm, and cautioned that the Air District should be left with enough flexibility to address some of the issues raised in the prior presentation. As an example, she noted that sewage treatment plants should not be prevented from upgrading their water emission controls. She wondered whether the language of “some facility types” provided enough flexibility, and suggested changing “require” to “provide for,” which might allow for some exceptions. Vice-Chair Martien expressed his support.

Continuing to consider whether any recommendations were overly prescriptive, Vice-Chair Martien suggested removing a parenthetical clause in Recommendation 7, which he felt was unnecessary. Staff made note of the suggestion.

Returning to Recommendation 5, Councilmember Carlton commented that her thinking had included pressure-relief devices, which guard against explosions at certain facilities, which might have a perfect compliance history, yet leak with remarkable predictability. Chair Solomon expressed appreciation for the added context, noting that it provided helpful specificity and underscored an important point. She observed that, in part, the Council’s use of various descriptors had been an effort to capture conditions that are not adequately reflected in current regulatory practice.

Staff made corresponding edits to the recommendation. Vice-Chair Martien commented that the language had improved, though Chair Solomon indicated that it still did not fully capture the intent. She noted in particular that it missed the point raised earlier by Councilmember Schmeltz regarding nearby sources such as restaurants. Councilmember Holm then suggested that an additional point might be introduced elsewhere, possibly in Recommendation 2, to capture related concerns. She proposed that this could encompass both non-chemical stressors and the broader issue raised by Councilmember Schmeltz and herself, namely consideration of pollution sources or stressors that are not currently measured but are salient to community members. She suggested that framing this as an element of uncertainty, analogous to an “uncertainty factor,” might be one way to address that gap.

Returning to Recommendation 1, Chair Solomon observed that its focus on updating the emissions inventory addressed, at least in part, concerns about incomplete coverage. She questioned whether it should be expanded further, but agreed with Councilmember Holm that it was, to some extent, a distinct recommendation. Councilmember Holm noted general agreement on the need to improve exposure measurements and to include additional sources in inventories, while also recognizing that perfect measurements and inventories were not realistically achievable. Having some consideration of that, she indicated, was a good way to move forward without requiring perfection.

Councilmember Schmeltz drew attention to Finding 6 in the Council’s Key Findings, which stated that “Methods for considering cumulative impacts and related policy changes should be developed in partnership with community members, notably those from marginalized populations.” He noted that this language was intentionally broad and less prescriptive than requiring community members to identify specific sources they believed contributed to their burden. He suggested that the Council need not go that far in its recommendations, so long as it was understood that engaging with communities and understanding their contemporary perceptions of their pollution burden was an essential step towards understanding cumulative burden (whether inventoried, un-inventoried, permitted, etc.).

Vice-Chair Martien asked whether a recommendation was needed to more specifically address community perspectives. Councilmember Holm suggested that it was, given that it appeared in the Findings and could be an important means of addressing the related issues. Vice-Chair Martien suggested making a note to that effect, as a placeholder, rather than trying to craft such a recommendation in the moment, especially since the idea of the Recommendations was to pass the baton to the next Advisory Council. Staff made corresponding edits (denoting placeholder language with brackets, at the suggestion of the Air District’s counsel).

Mr. Nudd requested clarification from the Council regarding Recommendation 5, about the meaning of “compliance history.” He wondered whether it was consideration of compliance history with respect to the assessment of the accuracy of emissions included in the permitting process (to Councilmember Carlton’s point about known leaks), or more about consideration of how to design permit conditions in light of a facility’s compliance history. Vice-Chair Martien indicated that it had been the latter: not emissions, but other permitting factors.

## Council Action

Dr. Raheja made a motion, seconded by Vice Chair Martien, to do the following:

Accept the report of the subgroup, including the Findings and Recommendations as amended by the Council, recognizing that this is an ongoing work in progress, and that the subgroup will go back and, with the aid of the transcript from this meeting, make some revisions to the Findings, especially the bracketed Recommendation that the Council did not have a chance to fully flesh out. Mr. Case, the Air District's counsel, indicated the word "approve" instead of "accept" was important. Chair Solomon restated as "to **approve** the report as it currently stands, recognizing that it will be further developed by the next Advisory Council."

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

AYES: Carlton, Holm, Kleinman, Martien, Raheja, Schmeltz, Solomon.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Hopkins.

## OTHER BUSINESS

### **6. REPORT OF THE EXECUTIVE OFFICER/AIR POLLUTION CONTROL OFFICER (APCO)**

- Dr. Philip M. Fine, Executive Officer/APCO, thanked the Council members for their service, as this was the final meeting of this particular cohort.
- At the Air District's Board of Directors' December 3, 2025 meeting, the five Advisory Council incumbents (Carlton, Holm, Martien, Raheja, and Schmeltz) who reapplied to the Council were reappointed. Councilmember Kleinman and Chair Solomon did not seek reappointment. Two new Council members (Melanie Colburn and Dr. Daniel Baldassare) were appointed, and the term of all seven Councilmembers is from January 1, 2026, to January 1, 2028.
- Mr. Nudd introduced the following new Air District executives to the Council: Kelly Crawford, Deputy Executive Officer of Engineering & Compliance, and Dr. Andrea Polidori, Deputy Executive Officer of Science.

### **7. PUBLIC COMMENT ON NON-AGENDA MATTERS**

No requests received.

### **8. COMMITTEE MEMBER COMMENTS**

Councilmember Kleinman and Chair Solomon thanked the Air District for the honor of serving and contributing on the Council for so many years, adding that the Air District is a very forward-looking organization, the work of which, saves lives.

Vice-Chair Martien thanked Councilmember Kleinman and Chair Solomon for their leadership and expertise.

## **9. TIME AND PLACE OF NEXT MEETING**

The next meeting of the Advisory Council will be held at the Call of the Chair.

## **ADJOURNMENT**

The meeting was adjourned at 12:59 p.m.

### **Attachments**

- #2 – Approval of the Two Sets of Draft Minutes of the Advisory Council Meetings of October 6, 2025
- #3 – Advancing Risk Assessment Methodologies
- #4 – Considerations for Cumulative Impacts Approaches
- #5 – Approval of Refinements and Additions to the Previously Adopted Cumulative Impacts Work Plan

BOARD MEETING DATE: February 4, 2026

REPORT: Stationary Source Committee

SYNOPSIS: The Stationary Source Committee (Committee) held a meeting on Wednesday, December 10, 2025. The following is a summary of the meeting.

RECOMMENDED ACTION:

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

Ken Carlson, Chair  
Stationary Source Committee

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KC:jb

Stationary Source Committee (Committee) Chairperson, Ken Carlson, called the meeting to order at 10:00 a.m.

**Roll Call:**

Present, In-Person (Bay Area Metro Center, 1st Floor Yerba Buena Room, 375 Beale Street, San Francisco, CA 94105): Chairperson Ken Carlson; and Directors Brian Colbert and Rico E. Medina.

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

Present, In-Person Satellite Location: (Santa Rosa Junior College Campus Doyle Library, Room 148 1501 Mendocino Ave. Santa Rosa, CA 95401): Vice Chairperson Lynda Hopkins.

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

Absent: Directors Dionne Adams.

*For additional details of the Stationary Source Committee Meeting, please refer to the webcast, which can be found [here](#). Please use the webcast's index to view specific agenda items.*

## CONSENT CALENDAR

### 3. APPROVAL OF THE DRAFT MINUTES OF THE STATIONARY SOURCE COMMITTEE MEETING OF NOVEMBER 12, 2025

#### Public Comments

No requests received.

#### Committee Comments

None.

#### Committee Action

Director Medina made a motion, seconded by Director Quinto, to **approve** the Draft Minutes of the Stationary Source Committee meeting of November 12, 2025; and the motion **carried** by the following vote of the Committee:

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

## INFORMATIONAL ITEMS

### 4. UPDATE ON COMMENTS ON REGULATION 11, RULE 18 - REDUCTION OF RISK FROM AIR TOXIC EMISSIONS AT EXISTING FACILITIES

Gregory Nudd, Deputy Executive Officer of Policy, provided an update (no formal presentation) on public comments received by the Air District, regarding Regulation 11, Rule 18 - Reduction of Risk from Air Toxic Emissions at Existing Facilities. Mr. Nudd said that at the November 12, 2025, Stationary Source Committee meeting, Air District staff provided an update on Rule 11-18. Currently, staff is working on a streamlining package that is meant to accelerate implementation and installation of control devices. Air District staff had characterized comments that had been received, and found out, after November 12, 2025, that one of the comments was not seen in time because it was sitting in a spam folder in Microsoft. To complete the record, Mr. Nudd summarized those unseen comments for the Stationary Sources Committee's awareness.

The comments were from Communities for a Better Environment (CBE), and the comments explained the following:

- CBE opposes facility-prepared Health Risk Assessments (HRA) and instead recommends that the Air District hires third-party vendors to conduct the HRAs.
- CBE requests an additional comment period on the final HRA, if there are substantial changes after the comment period on the preliminary HRA.

- CBE requests additional details on limits to Risk Reduction Program submission extensions and the requirements for interim risk reduction goals in the risk reduction plans.
- CBE proposes the inclusion of non-routine emissions in emissions inventory for the HRA.
- With respect to the Dispute Resolution Panel (DRP), CBE requests that risk reduction measures not be delayed by the DRP proceedings, and that those proceedings be transparent and include the opportunity to provide public comments along with the Air District responses.

Mr. Nudd concluded by stating that Air District staff are reviewing these comments in consideration of a future Board action in 2026.

#### Public Comments

Public comments were given by Kaitlin Alconitn, CBE; Kevin Buchan, Western States Petroleum Association (WSPA); and Kathy Kerridge, Benicia resident.

#### Committee Comments

The Committee and Air District staff discussed the importance of considering CBE's comments prior to Board action, as CBE's 2023 lawsuit alleged that the Air District did not provide sufficient community participation in the Rule 11-18's implementation; and whether permitted facilities should be allowed to conduct their own Health Risk Assessments.

#### Committee Action

No action taken.

### **5. UPDATE ON REGULATION 9, RULE 6 - CONSIDERATION OF CONCEPTS FOR AFFORDABILITY AND AVAILABILITY AMENDMENTS**

Jennifer Lam, Rules and Strategic Policy Division Manager, gave the staff presentation *Rule 9-6: Consideration of Concepts for Affordability and Availability Amendments*, including: outline; building Nitrogen Oxides (NOx) emissions overview; health benefits overview; upcoming implementation timelines; overview of the concept paper; flexibility concepts: smallest units; flexibility concepts: project constraints; flexibility concepts: emergencies; flexibility concepts: income qualification; potential impacts from the concepts; public comment summary; next steps; considerations for discussion; additional steps; questions & discussion.

NOTED PRESENT: Director Colbert was noted present at 10:21 a.m.

## Public Comments

Public comments were given by Dr. Rachel Gottlieb, Climate Health Now; Dr. Robert Gould, San Francisco Bay Physicians for Social Responsibility; Dr. Marjorie Chen, San Francisco Bay Physicians for Social Responsibility; Dr. Ann Harvey; San Francisco Bay Physicians for Social Responsibility; Sam Fishman, San Francisco Planning and Urban Research Association; Bhima Sheridan, District Homes; Dr. Mary Williams, San Francisco Bay Physicians for Social Responsibility; John McKenna, Menlo Park resident; Hon. Igor Tregub, City of Berkeley; Susan Green, San Francisco Climate Emergency Coalition; Bill Olsen, Alamo resident; Fariya Ali, Pacific Gas & Electric; Mary Dateo, Mountain View resident; Gerard Manning; Brian Schmidt, Menlo Spark; Nick Despota, Richmond resident; Fernando Gaytan, Earthjustice; Angela Evans, Menlo Spark; Heather Bromfield, Enterprise Community Partners; Bruce Hodge, Carbon Free Palo Alto; Jocelyn Anaya, Menlo Spark; Linh Dan Do, Menlo Park resident; Dr. Wendy Bernstein; Melissa Yu, Sierra Club; David Moller, Marin Electrification Council; Colleen Corrigan, Oakland resident; Mayna Yung, Business and Housing Network; Jed Holtzman, Rocky Mountain Institute; Tony Sirna, Evergreen Action; Dr. Julie Lindow, San Francisco Bay Physicians for Social Responsibility; Heather McCloud, Oakland resident; Dr. Stephen Rosenblum, Climate Action California; Rod Sinks, Cupertino resident; David Stark, Bay East Association of Realtors; Lucinda Young, Albany resident; Alma; Alejandro; Kathy Battat; Peter Belden, San Francisco resident; Lisa Jackson, 350 Contra Costa Action; Connie Miller, Santa Clara County resident; Andy McNamara, Carbon Zero Buildings; Robert Mayo, Mountain View resident; Dr. Bret Andrews, San Francisco Bay Physicians for Social Responsibility; Wynn Tucker, Green and Healthy Homes Initiative; Ilona Clark, Richmond resident; Michael Corbett, Bradford White; Melvin Willis, Alliance of Californians for Community Empowerment Institute; Lynda Amen, Napa resident; Sven Thesen, National Charging Access Coalition; Lisa Badenfort, North Bay Association of Realtors; Kathy Kerridge, Benicia resident; Daniela Suarez, Local Clean Energy Alliance; Bruce Naegel, Mountain View resident; Charlie Boyd; Wendy Chou, San Mateo resident; Debbie Mytels; Tom Kabat, Menlo Park resident; Cherlyn W, 350 Silicon Valley; Joanna Falla, Palo Alto resident; Dennis Murphy, Acterra; Ann Brown, Tri-Valley Air Quality Climate Alliance; and Christina B, Richmond resident.

## Committee Comments

The Committee and Air District staff discussed the dollar amounts for income-qualified property owners, and whether to establish different income level thresholds by county; the average cost of upgrading a home's electric panels; concerns regarding the potential misuse of exemptions; the maximum duration that emergency replacement stock may be temporarily installed; whether a socioeconomic impact analysis policy will have been created by February 2026 to ensure that equity is being considered; Marin Clean Energy's Heat Pump Water Heater Program; the average upfront incremental cost before incentives to install a new heat pump water heater, and the comparison of that estimate to costs estimated by the South Coast Air Quality Management District; total versus incremental costs; whether the Air District has received threats of federal legal action which may delay implementation; whether the Air District will offer a rebate program; the request for median income by the number of people in a household; whether the Air District plans to phase out the exemption process over time; the need for consistent

implementation messaging for contractors (large and small businesses); whether the Air District will provide the public with an online landing page with Frequently Asked Questions; the importance of speaking with property owners, especially of multi-unit housing, who have completed electrical conversions, to discover friction points, prior to the next Board action on Rule 9-6; outreach efforts to all stakeholders; the suggestion of creating an entity to act as the sole clearinghouse where stakeholders can get assistance with resources, exemptions, and rebates within local jurisdictions; setting an end date by looking at technology development; the need to consider the current affordability crisis in the Bay Area, with rising housing costs and foreclosures increasing in some high-risk areas, when developing this rule; concerns that some people may have oversimplified the process and overestimated the costs; the desire to elevate this conversation at the State level for incentives; the request for data on the top poverty level related to area median income to analyze how that overlies with Assembly Bill 617 and other overburdened communities; and the desire to see implementation begin within the next 12 months.

### Committee Action

No action taken.

### OTHER BUSINESS

#### **6. PUBLIC COMMENT ON NON-AGENDA MATTERS**

None.

#### **7. COMMITTEE MEMBER COMMENTS**

The Committee wished everyone Happy Holidays.

#### **8. TIME AND PLACE OF NEXT MEETING**

Wednesday, February 11, 2026, at 10:00 a.m. The meeting will be held in-person at the Bay Area Metro Center and at satellite locations as may be specified on the meeting agenda using a remote teleconferencing link. Members of the Stationary Source Committee and the public may attend at any of those in-person locations, and members of the public may also attend virtually via webcast.

#### **9. ADJOURNMENT**

The meeting was adjourned at 1:04 p.m.

### Attachments

- #3 – Approval of the Draft Minutes of the Stationary Source Committee Meeting of November 12, 2025
- #4 – Update On Comments on Regulation 11, Rule 18 - Reduction of Risk from Air Toxic Emissions at Existing Facilities
- #5 – Update on Regulation 9, Rule 6 - Consideration of Concepts for Affordability and Availability Amendments

BOARD MEETING DATE: February 4, 2026

REPORT: Finance and Administration Committee

SYNOPSIS: The Finance and Administration (Committee) held a meeting on Wednesday, December 17, 2025. The following is a summary of the meeting.

RECOMMENDED ACTION:

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

Lynda Hopkins, Chair  
Finance and Administration Committee

LH:mh

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**Opening Comments:** Finance and Administration Committee (Committee) Chairperson, Lynda Hopkins, called the meeting to order at 1:02 p.m.

**Roll Call:**

Present, In-Person (Bay Area Metro Center (375 Beale Street, 1<sup>st</sup> Floor Board Room, San Francisco, California, 94105): Chairperson Lynda Hopkins; Vice Chairperson Tyrone Jue; and Director Vicki Veenker.

Present, In-Person Satellite Location (Office of Alameda County Supervisor David Haubert, Scott Haggerty House, 4501 Pleasanton Ave, Pleasanton, CA 94566): Director David Haubert.

Present, In-Person Satellite Location (Office of the Mayor, 835 E. 14th Street, 2nd Floor, Room 201, San Leandro, CA 94577): Director Juan González III.

Absent: Director Noelia Corzo.

*For additional details of the Finance and Administration Committee Meeting, please refer to the webcast, which can be found [here](#). Please use the webcast's index to view specific agenda items.*

## **CONSENT CALENDAR**

### **3. APPROVAL OF THE DRAFT MINUTES OF THE FINANCE AND ADMINISTRATION COMMITTEE MEETING OF NOVEMBER 19, 2025**

#### Public Comments

No requests received.

#### Committee Comments

None.

#### Committee Action

Vice Chair Jue made a motion, seconded by Director Veenker, to **approve** the Draft Minutes of the Finance and Administration Committee Meeting of November 19, 2025; and the motion **carried** by the following vote of the Committee:

AYES: González, Haubert, Hopkins, Jue, Veenker.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Corzo.

## **ACTION ITEMS**

### **4. AUTHORIZATION TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ALLISON & PARTNERS LLC FOR ADVERTISING, COMMUNICATIONS, AND OUTREACH SERVICES FOR THE BUILDING APPLIANCE RULES**

Viet Tran, Deputy Executive Officer of Public Affairs, gave the staff presentation *Approval for Contractor for Building Appliances Rules Advertising, Communications, and Outreach Services*, including: appliance rule Request for Proposals (RFP) overview; proposals received; RFP evaluation criteria; firm evaluation scores; and recommended action.

#### Public Comments

No requests received.

#### Committee Comments

The Committee and Air District staff discussed whether the cost of placing digital or newspaper ads is covered by the contract, or the contractor's overhead; how much of the awarded \$2,500,000 goes to the contractor for implementation; how to measure success of awareness of Air District rules; how this effort compares to previous campaign efforts, such as Spare the Air; the suggestion of pooling local jurisdictions' communications resources for a targeted campaign; whether staff has concerns about the fact that the interview process resulted in material changes in scoring; and the fact that sometimes,

written explanations included in an application can be delivered more professionally than verbally, in person.

### Committee Action

Vice Chair Jue made a motion, seconded by Director Haubert, to recommend the Board of Directors **approve** up to a two-year professional services agreement with Allison & Partners LLC, as the lead contractor for the work outlined in the RFP, at the Air District's discretion, based on the contractor's performance, with contract cost not to exceed \$2,500,000, for advertising, communications, and outreach services to support the Air District's implementation of its Building Appliance Rules; and **authorize** the transfer of \$2,500,000 from Appliance Rules Outreach Reserve Designation to program 301 to cover the cost of the contract.

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

AYES: González, Haubert, Hopkins, Jue, Veenker.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Corzo.

## **5. AMENDMENTS TO THE ADMINISTRATIVE CODE INCLUDING NEW SECTION 10 — EMPLOYMENT**

Clif Brady, Human Resources Manager, gave the staff presentation *Revised Administrative Code with New Section 10 – Employment*, including: recommended action; overview of changes; Administrative Code redline summary; Summary of Authorities – Section 10; detailed changes – Section 10 Employment; authority and coverage by employee group; next steps; personnel policies status; and recommended action.

### Public Comments

No requests received.

### Committee Comments

The Committee and Air District staff discussed when the final number of Limited-Term Contract Employees (LTCE) will be considered; the request that the Board be advised of any revisions to Section 10.1 - Development, Maintenance and Administration of Personnel; regarding Section 10.7 – At-Will Employee, whether there is a limitation to step placement/increases, financial impacts on the Air District when such adjustments are made, legal risk that might exist if employees can be appointed without a competitive process, and other employees who are eligible for this protection; and at what point when a Full-Time Equivalent employee might become an LTCE.

### Committee Action

Vice Chair Jue made a motion, seconded by Director Veenker, to recommend the Board of Directors **adopt** a revision to the Administrative Code by replacing the legacy Division III – Personnel Policies and Procedures, including the addition of Section 10 – Employment, which grants authority to the Executive Officer/APCO to develop and administer personnel policies; and the motion **carried** by the following vote of the Committee:

AYES: González, Haubert, Hopkins, Jue, Veenker.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Corzo.

### INFORMATIONAL ITEM

#### **6. COST RECOVERY STRATEGY FOR AMENDMENTS TO REGULATION 3: FEES FOR FISCAL YEAR 2026 – 2027**

Fred Tanaka, Engineering Manager, and Leonid Bak, Senior Advanced Projects Advisor, gave the staff presentation *Cost Recovery Strategy for Amendments to Regulation 3: Fees for Fiscal Year 2027*, including: outline; cost recovery background; fee schedules and percent of fee schedule revenue (Fiscal Year Ending (FYE) 2025); economic update and forecast: inflation, unemployment, and economic performance; cost recovery trends: by fee schedule and overall; cost recovery strategies – historical and smoothing option; cost recovery strategies for FYE 2027; proposed fee change strategy; potential strategy impact; other related considerations; and next steps: budget and rule development schedule.

### Public Comments

No requests received.

### Committee Comments

The Committee and Air District staff discussed the anticipated timeline for the Request for Proposals to review cost containment and containment practices; the importance of ensuring that the fully-loaded costs of the Air District's regulations and permitting is captured in the Air District's pricing, while driving efficiencies at the same time; the anticipated energy-related inflation rate in future years; which fee schedules recover less than 95% of their costs, and how that is translated in dollar amounts; preference for the proposed smoothing option (minimum 0%, maximum 1%); the Air District's current rate of under cost recovery; and concerns regarding equity impacts within the small business community.

### Committee Action

No action taken.

## **OTHER BUSINESS**

### **7. PUBLIC COMMENTS ON NON-AGENDA MATTERS**

No requests received.

### **8. COMMITTEE MEMBER COMMENTS**

None.

### **9. TIME AND PLACE OF NEXT MEETING**

Wednesday, February 18, 2026, at 1:00 p.m. The meeting will be held in-person at the Bay Area Metro Center and at satellite locations as may be specified on the meeting agenda using a remote teleconferencing link. Members of the Finance and Administration Committee and the public may attend at any of those in-person locations, and members of the public may also attend virtually via webcast.

#### **Adjournment**

The meeting was adjourned at 2:26 p.m.

#### **Attachments**

- #3 – Approval of the Draft Minutes of the Finance and Administration Committee Meeting of November 19, 2025
- #4 – Authorization To Execute a Professional Services Agreement with Allison & Partners LLC for Advertising, Communications, And Outreach Services for the Building Appliance Rules
- #5 – Amendments to the Administrative Code Including New Section 10 — Employment
- #6 – Cost Recovery Strategy for Amendments to Regulation 3: Fees for Fiscal Year 2026 – 2027

BOARD MEETING DATE: February 4, 2026

REPORT: Policy, Grants, and Technology Committee

SYNOPSIS: The Policy, Grants, and Technology Committee (Committee) held a meeting on Wednesday, December 17, 2025. The following is a summary of the meeting.

RECOMMENDED ACTION:

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

Vicki Veenker, Chair  
Policy, Grants, and Technology Committee

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VV:mh

**Opening Comments:** Policy, Grants, and Technology Committee (Committee) Chairperson, Vicki Veenker, called the meeting to order at 10:02 a.m.

**Roll Call:**

Present, In-Person (Bay Area Metro Center (375 Beale Street, 1<sup>st</sup> Floor Board Room, San Francisco, California, 94105): Committee Chairperson Vicki Veenker.

Present, In-Person Satellite Location (Office of Contra Costa County Supervisor Ken Carlson 2255 Contra Costa Blvd., Suite 202 Pleasant Hill, CA 94523): Director Ken Carlson.

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

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

Present, In-Person Satellite Location (Office of Alameda County Supervisor David Haubert, Scott Haggerty House, 4501 Pleasanton Ave, Pleasanton, CA 94566): Director David Haubert.

Present, In-Person Satellite Location (Office of the Mayor, 2nd Floor, Room 201, 835 E.14th Street, San Leandro, CA 94577): Vice Chair González.

Absent: Directors Margaret Abe-Koga, Joelle Gallagher, Otto Lee, and Rico E. Medina.

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

## **CONSENT CALENDAR**

### **3. APPROVAL OF THE DRAFT MINUTES OF THE POLICY, GRANTS, AND TECHNOLOGY COMMITTEE MEETING OF NOVEMBER 19, 2025**

#### Public Comments

No requests received.

#### Committee Comments

None.

#### Committee Action

Vice Chair González made a motion, seconded by Director Carlson, to **approve** the Draft Minutes of the Policy, Grants, and Technology Committee Meeting of November 19, 2025; and the motion **carried** by the following vote of the Committee:

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

## **ACTION ITEM**

### **4. PROPOSED 2026 LEGISLATIVE ACTIVITIES**

Alan Abbs, Legislative Officer, gave the staff presentation *Proposed 2026 Legislative Activities*, including: recommended action; abbreviations; key dates and deadlines – 2026 Legislative Session; proposed Legislative activities for 2026 – California Air Resources Board (CARB) Air District Board Members compensation, California Environmental Quality Act (CEQA) streamlining, Air District Advisory Council, Air District Board representation, heat pump permit streamlining, Air District permit streamlining, heat pump mitigation fee, housing/CEQA; indirect source regulation; and recommended action.

#### Public Comments

No requests received.

### Committee Comments

The Committee and Air District staff discussed whether the Board may create a technical Advisory Council that includes members of industry; whether the Air District has any active ad hoc committees that involve members of industry; the desire for financial assistance for implementation costs for Rule 9-6 and 9-4, whether there are potential partners and advocates with whom the Air District could form a coalition to raise funding, such as Senator Scott Wiener, who introduced Senate Bill 222, the Heat Pump Access Act; the need to consider cost recovery when developing policy around uniform pricing for permit applications; and the need to consider impacts to middle-income households from the Air District's gas appliance rules.

### Committee Action

Vice Chair González made a motion, seconded by Director Carlson, to recommend the Board of Directors **approve** the proposed legislative activities for the 2026 Legislative Session; and the motion **carried** by the following vote of the Committee:

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

### INFORMATIONAL ITEM

#### **5. TRANSPORTATION FUND FOR CLEAN AIR PROGRAM AUDIT #26 RESULTS**

Joseph Moussa, from audit partner, Simpson & Simpson, LLP, gave the presentation *Presentation of the Transportation Fund for Clean Air Program Audit #26 Results*, including: agenda; Auditor's required communications - Statements on Auditing Standards 114; audit results and highlights of the schedule of expenditures; and other program compliance review.

### Public Comments

No requests received.

### Committee Comments

The Committee and Air District staff discussed whether the three cities that were involved in instances of a material weakness in internal control have committed to a corrective action plan; and whether there was any indication of fraud in these instances.

### Committee Action

No action taken.

## **OTHER BUSINESS**

### **6. PUBLIC COMMENT ON NON-AGENDA MATTERS**

No requests received.

### **7. COMMITTEE MEMBER COMMENTS**

Director Haubert asked for the date, time, and location of the upcoming Board Retreat in 2026.

Committee Chair Veenker thanked Greg Nudd, Deputy Executive Officer of Policy, for attending the City of Palo Alto's Climate Action Workshop on Residential Building Electrification, held on December 13, 2025.

### **8. TIME AND PLACE OF NEXT MEETING**

Wednesday, February 18, 2026, at 10:00 a.m. The meeting will be held in-person at the Bay Area Metro Center and at satellite locations as may be specified on the meeting agenda using a remote teleconferencing link. Members of the Policy, Grants, and Technology Committee and the public may attend at any of those in-person locations, and members of the public may also attend virtually via webcast.

### **Adjournment**

The meeting was adjourned at 11:16 a.m.

### **Attachments**

- #3 – Approval of the Draft Minutes of the Policy, Grants, and Technology Committee Meeting of November 19, 2025
- #4 – Proposed 2026 Legislative Activities
- #5 – Transportation Fund for Clean Air Program Audit #26 Results

**BAY AREA AIR DISTRICT**  
Memorandum

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

From: Philip M. Fine  
Executive Officer/APCO

Date: February 4, 2026

Re: 2026 Legislative Activities and State Legislative Updates

**RECOMMENDED ACTION**

1. Approve the Legislative Activities for the 2026 Legislative Session, as recommended by the Policy, Grants, and Technology Committee at its meeting on December 17, 2025
2. Approve sponsorship of a proposed bill idea that would make changes to the structure of the Advisory Council, as well as clarifying the use of population estimates for determining representation on the Air District Board
  - a. Specify which of the Department of Finance's population estimates (preliminary or revised) will be used when determining representation on the Air District Board
3. Confirm co-sponsorship of Senate Bill 222 (Wiener) – Heat Pump Access Act

**BACKGROUND**

**2026 Legislative Session**

The Legislature reconvened on January 5, 2026, for the second year of the 2025-26 Legislative Session. Upcoming key bill dates and deadlines for Members are listed below and the 2026 Tentative Legislative Calendar is attached.

February 20, 2026	Last day for bills to be introduced
May 29, 2026	Last day for each house to pass bills introduced in that house
August 31, 2026	Last day for each house to pass bills
September 30, 2026	Last day for the Governor to sign or veto bills passed by the Legislature before September 1 and in the Governor's possession on or after September 1
November 3, 2026	General Election
November 30, 2026	Adjournment <i>sine die</i> at midnight
December 7, 2026	12 Noon convening of the 2027-28 Regular Session
January 1, 2027	Statutes take effect

### State Budget

On January 9, 2026, Governor Newsom released his initial proposal for the fiscal year (FY) 2026-27 State Budget. [Assembly Bill \(AB\) 1563 \(Gabriel\)](#) and [Senate Bill \(SB\) 879 \(Laird\)](#) are identical bills reflecting the Governor's proposed budget. The text below was obtained from the [Governor's Budget Summary for FY 2026-27](#) released on January 9, 2026:

The Budget forecast reflects General Fund revenues that are higher by more than \$42 billion over the budget window, from 2024-25 through 2026-27, than projected at the 2025 Budget Act—an increase driven by higher cash receipts, higher stock market levels, and an improved economic outlook. At the same time, however, constitutional funding requirements, the need for an adequate discretionary budget reserve, and higher program costs are additional commitments that exceed the level of increased revenues, resulting in a modest projected shortfall of \$2.9 billion. As a result, the Budget does not include new significant spending proposals. Instead, the Budget focuses on the continued implementation of previous investments.

### DISCUSSION

#### 2026 Legislative Activities

The Board will consider approving the following proposed legislative activities for the 2026 Legislative Session, as recommended by the Policy, Grants, and Technology Committee at their December 17, 2025, meeting (**Recommended Action #1**). The text for the legislative activities listed below is the same as was presented to the Policy, Grants, and Technology Committee. Any additional information has been noted as an

update at the end of the individual items and any obsolete information now has a strikethrough.

## **1. California Air Resources Board Air District Board Member Compensation**

The proposal would provide that California Air Resources Board (CARB) Board Members representing air districts receive the same level of compensation as other Governor-appointed voting CARB board members. Per current statute, Health and Safety Code Section 39512.5, air district CARB Board Members only receive \$100 per meeting plus actual and necessary expenses. This bill is sponsored by the South Coast Air Quality Management District (South Coast AQMD) and is a reintroduction of Assembly Bill (AB) 2958 (Calderon), also sponsored by South Coast AQMD, and supported by the Air District, which made it through the full Assembly and the policy committees in the Senate but was ultimately held under submission in the Senate Appropriations Committee.

Staff Note: Carry-over item from the Board-Approved 2025 Legislative Activities. AB 907 (Chen) was introduced in the 2025 Legislative Session. The bill is sponsored by South Coast AQMD and supported by the Air District. AB 907 is a 2-Year bill and is awaiting a hearing in the Senate Environmental Quality Committee.

## **2. California Environmental Quality Act (CEQA) Streamlining for Clean Air Plans and Rulemaking**

Look for opportunities to streamline CEQA requirements for clean air plans and rulemaking, either as a standalone sponsored bill, or as an amendment to an introduced bill in the same topic area.

## **3. Air District Advisory Council**

Various changes that could include a reduction in the number of required meetings, allow for a Board Chair designee as ex officio member, expand council by one (1), add other background areas for members, etc. ~~Some of these changes might be eligible for the annual Senate Local Government Omnibus Bill, while others might require a standalone bill.~~

Update: A standalone bill is required. This item (Item 3) combined with Item 4 can be combined into a single bill.

**Recommended Action #2** – Approve sponsorship of a proposed bill that would make changes to the structure of the Air District's Advisory Council, as well as clarifying the use of population estimates for determining representation on the Air District Board.

#### **4. Clarification of Existing Statute Regarding Representation on Board**

This would clarify the use of the final annual demographic report from the Department of Finance in determining changes in Board representation. ~~This may be eligible for the Senate Local Government Omnibus Bill.~~

Update: A standalone bill is required. This item (Item 4) combined with Item 3 can be combined into a single bill.

**Recommended Action #2** – Approve sponsorship of a proposed bill idea that would make changes to the structure of the Advisory Council, as well as clarifying the use of population estimates for determining representation on the Air District Board.

- **Recommended Action #2a** – Specify which of the Department of Finance's population estimates (preliminary or revised) will be used when determining representation on the Air District Board

#### **5. Reintroduction of Senate Bill (SB) 282 (Wiener) Heat Pump Permit Streamlining**

Senator Wiener is planning to move forward on a new version of this bill, and staff is working with San Francisco Bay Area Planning and Urban Research Association (SPUR) and Building Decarbonization Coalition (BDC) on language.

The intent is to make cost-saving, energy efficient heat pump water heater and HVAC installations faster, simpler and more affordable by streamlining the permitting process.

Update: The bill for the 2026 Legislative Session is SB 222 (Wiener) – Heat Pump Access Act. The bill passed both of the referred Senate Committees – Housing and Local Government – and passed the Senate Floor on January 26, 2026. The bill has been ordered to the Assembly. Bill language is attached.

**Recommended Action #3** – Confirm co-sponsorship of Senate Bill 222 (Wiener) – Heat Pump Access Act.

#### **6. Air District Permit Streamlining**

Explore changes that could be made to existing statute related to permitting or toxics reporting that would streamline air district permit activities.

#### **7. Heat Pump Mitigation Fee**

Explore ways to create a funding source for heat pump changeouts.

## **8. Housing/CEQA**

Explore changes to CEQA related to zero lot line district permit issues with regards to particulate.

## **9. Indirect Source Regulation**

Monitor AB 914 (Garcia) and participate/support, as necessary. AB 914 is a 2-year bill that is currently awaiting action on the Assembly Floor.

Update: Air District staff have been informed that AB 914 is not planned to make it off the Assembly Floor by the January 31, 2026, deadline for each house to pass bills introduced in that house in the odd-numbered year. Air District staff will monitor for additional proposed legislation in the same topic area.

### State Budget

The Board will discuss an update on the Governor's proposed State Budget for the FY 2026-27 State Budget. The Senate and Assembly have started budget hearings that will continue for several months. Air District staff will participate and comment as appropriate. In May, the Governor will release a budget revision (the "May Revise"), and the remainder of May and most of June will be spent reconciling priorities and funding of the Administration, Senate, and Assembly. The budget must be passed by the Legislature by June 15 and signed by the Governor by July 1.

### BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine  
Executive Officer/APCO

Prepared by: Alan Abbs  
Reviewed by: Viet Tran

### ATTACHMENT(S):

1. 2026 Tentative Legislative Calendar
2. SB 222 (Wiener) - Bill Text - As Amended on January 15, 2026
3. 2026 Legislative Activities and State Legislative Update Presentation

## 2026 TENTATIVE LEGISLATIVE CALENDAR

COMPILED BY THE OFFICE OF THE SECRETARY OF THE SENATE AND THE OFFICE OF THE ASSEMBLY CHIEF CLERK  
Revised September 29, 2025

### DEADLINES

JANUARY						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

- Jan. 1** Statutes take effect (Art. IV, Sec. 8(c)).
- Jan. 5** Legislature reconvenes (J.R. 51(a)(4)).
- Jan. 10** Budget must be submitted by Governor (Art. IV, Sec. 12 (a)).
- Jan. 16** Last day for **policy committees** to hear and report to fiscal committees **fiscal bills** introduced in their house in the odd-numbered year (J.R. 61(b)(1)).
- Jan. 19** Martin Luther King, Jr. Day.
- Jan. 23** Last day for any committee to hear and report to the **Floor** bills introduced in that house in the odd-numbered year (J.R. 61(b)(2)). Last day to **submit bill requests** to the Office of Legislative Counsel.
- Jan. 31** Last day for each house to **pass bills introduced** in that house in the odd-numbered year (Art. IV, Sec. 10(c)), (J.R. 61(b)(3)).

FEBRUARY						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

- Feb. 16** Presidents' Day.
- Feb. 20** Last day for bills to be **introduced** (J.R. 61(b)(4)), (J.R. 54(a)).

MARCH						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

- Mar. 26** Spring Recess begins upon adjournment (J.R. 51(b)(1)).
- Mar. 30** Cesar Chavez Day observed.

APRIL						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

- Apr. 6** Legislature reconvenes from **Spring Recess** (J.R. 51(b)(1)).
- Apr. 24** Last day for **policy committees** to hear and report to fiscal committees **fiscal bills** introduced in their house (J.R. 61(b)(5)).

MAY						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

- May 1** Last day for **policy committees** to hear and report to the Floor **non-fiscal bills** introduced in their house (J.R. 61(b)(6)).
- May 8** Last day for **policy committees** to meet prior to June 1 (J.R. 61(b)(7)).
- May 15** Last day for **fiscal committees** to hear and report to the Floor bills introduced in their house (J.R. 61(b)(8)). Last day for **fiscal committees** to meet prior to June 1 (J.R. 61(b)(9)).
- May 25** Memorial Day.
- May 26 – 29** Floor Session only. No committees, other than conference or Rules committees, may meet for any purpose (J.R. 61(b)(10)).
- May 29** Last day for each house to pass bills introduced in that house (J.R. 61(b)(11)).

\*Holiday schedule subject to Senate Rules committee approval.

## 2026 TENTATIVE LEGISLATIVE CALENDAR

COMPILED BY THE OFFICE OF THE SECRETARY OF THE SENATE AND THE OFFICE OF THE ASSEMBLY CHIEF CLERK  
Revised September 29, 2025

JUNE						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JULY						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

\*Holiday schedule subject to Senate Rules committee approval.

### IMPORTANT DATES OCCURRING DURING FINAL RECESS

#### 2026

- Sept. 30      Last day for Governor to sign or veto bills passed by the Legislature before Sept. 1 and in the Governor's possession on or after Sept. 1 (Art. IV, Sec. 10(b)(2)).
- Nov. 3      General Election.
- Nov. 30      Adjournment *sine die* at midnight (Art. IV, Sec. 3(a)).
- Dec. 7      12 Noon convening of the 2027-28 Regular Session (Art. IV, Sec. 3(a)).

#### 2027

- Jan. 1      Statutes take effect (Art. IV, Sec. 8(c)).

**June 1** Committee meetings may resume (J.R. 61(b)(12)).

**June 15** Budget Bill must be passed by **midnight** (Art. IV, Sec. 12(c)(3)).

**June 25** Last day for a legislative measure to qualify for the Nov. 3 General Election ballot (Elections Code Sec. 9040).

**July 2** Last day for **policy committees** to meet and report bills (J.R. 61(b)(13)). **Summer Recess** begins upon adjournment of session, provided Budget Bill has passed (J.R. 51(b)(2)).

**July 3** Independence Day observed.

**Aug. 3** Legislature reconvenes from **Summer Recess** (J.R. 51(b)(2)).

**Aug. 14** Last day for **fiscal committees** to meet and report bills to the Floor (J.R. 61(b)(14)).

**Aug. 17 – 31** **Floor Session only.** No committee, other than conference and Rules committees, may meet for any purpose (J.R. 61(b)(15)).

**Aug. 21** Last day to **amend** on the Floor (J.R. 61(b)(16)).

**Aug. 31** Last day for **each house to pass bills** (Art. IV, Sec. 10(c)), (J.R. 61(b)(17)). **Final recess** begins upon adjournment. (J.R. 51(b)(3)).

AMENDED IN SENATE JANUARY 15, 2026

AMENDED IN SENATE JANUARY 5, 2026

AMENDED IN SENATE MARCH 28, 2025

**SENATE BILL**

**No. 222**

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**Introduced by Senator Wiener  
(Coauthors: Senators Allen, Becker, and Stern)**

January 27, 2025

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An act to add Section 4737 to the Civil Code, and to add Chapter 7.5 (commencing with Section 51297.50) to Part 1 of Division 1 of Title 5 of the Government Code, relating to housing.

LEGISLATIVE COUNSEL'S DIGEST

SB 222, as amended, Wiener. Residential heat pump systems: water heaters and HVAC: installations.

(1) Existing law establishes the State Energy Resources Conservation and Development Commission and prescribes the authorities, duties, and responsibilities of the commission pertaining to energy matters. Existing law requires the commission, on or before January 1, 2019, in consultation with the Contractors State License Board, local building officials, and other stakeholders, to approve a plan that promotes compliance with specified regulations relating to building energy efficiency standards in the installation of central air-conditioning and heat pumps, as specified. Existing law authorizes the commission to adopt regulations to increase compliance with permitting and inspection requirements for central air-conditioning and heat pumps, and associated sales and installations, consistent with the above-described plan.

The bill would require a city, county, or city and county, beginning July 1, 2027, to adopt and offer asynchronous inspections for

installations of residential heat pump water heater or heat pump HVAC systems, as defined, that do not require a licensed contractor and building inspector to be simultaneously present during the inspection. The bill would authorize a building inspector to contact the licensed contractor who performed the installation by telephone call or real-time video conferencing during their inspection, and, if the building inspector determines during an asynchronous inspection that there is an issue with an installation of the heat pump water heater or heat pump HVAC system and that the licensed contractor who performed the installation must be present to perform tests or cure the installation, to require the licensed contractor who performed the installation to schedule an additional inspection in which the building inspector and the licensed contractor who performed the installation are required to be simultaneously present during the additional inspection. The bill would specify that these provisions do not require a local entity described above to discontinue offering inspections for the installation of a residential heat pump water heater or heat pump HVAC system where in a building inspector and licensed contractor who performed the installation are simultaneously present.

The bill would authorize a city, county, or city and county, on or before July 1, 2028, *and except as specified*, to issue up to one nondiscretionary permit per installation of a residential heat pump water heater or heat pump HVAC system in which the local entity administratively approves an application to install the residential heat pump water heater or heat pump HVAC system. The bill would specify that nothing in that provision is to be construed to prevent a local entity described above from issuing separate permits for a panel replacement or demolition work conducted as part of the residential heat pump installation.

The bill would authorize a city, county, or city and county to apply only certain planning or zoning or workforce labor standards on the installation of a residential heat pump water heater or residential heat pump HVAC system that are in addition to any state-level requirements, including additional standards that conform to local laws, including reach codes, designed to encourage the adoption of zero-emission equipment or improvement of building efficiency. The bill would prohibit a local entity described above from requiring a permit or inspection for plug-in ready window air-conditioner or window heat pump HVAC systems, provided that certain requirements are met,

including that the appliance has a voltage rating of 120 volts or less and the appliance is a self-contained unit.

The bill would require a city, county, or city and county, on or before July 1, 2028, to implement an online, ~~instant automated~~ permitting process that issues permits in real time to a licensed contractor for the installation of a residential heat pump water heater or residential heat pump HVAC system that meets certain criteria, including that the installation is for a residential heat pump water heater or heat pump HVAC system that does not require installation of a new electrical ~~panel, or demolition panel~~ or structural ~~work, and if the installation is for a residential heat pump HVAC system, that the licensed contractor certifies under penalty of perjury that they have performed a load calculation to properly size the new residential heat pump HVAC equipment per certain provisions and provides the load calculation to the local authority having jurisdiction upon request. By expanding the crime of perjury, the bill would impose a state-mandated local program.~~ The bill would ~~authorize~~ specify the methods that a local entity described above ~~to~~ may use to comply with the above-described requirement ~~by using~~, ~~requirement, including~~, among other things, an automated platform that can issue permits in real time. The bill would require ~~require, for an installation of a residential heat pump water heater or heat pump HVAC system, the local entity to publish and make publicly available, among other things, any required permitting documentation, on their internet website.~~ The bill would require the local entity to allow an applicant to, among other things, submit a permit application and associated documentation electronically. ~~The bill would require a local entity described above that applies to receive any funding from the commission to self-certify to the commission its compliance with any applicable portions of the bill's provisions.~~ The bill would exempt from these provisions a city with a population of fewer than 5,000 persons or a county with a population of fewer than 150,000 persons, as specified.

The bill would, except as provided, prohibit a city, county, or city and county from charging a permit fee for a residential heat pump water heater and heat pump HVAC system that exceeds the estimated reasonable cost of providing the service for which the fee is charged, subject to specified requirements, including that the permit fee for a residential heat pump water heater system does not exceed \$150. The bill would, notwithstanding that provision, authorize a local entity described above to charge a permit fee, as specified, for the installation

of a residential heat pump water heater or heat pump HVAC system that exceeds the above-described fee limit, as specified, if the local entity, as part of a written finding and an adopted resolution or ordinance, provides substantial evidence of the reasonable cost to issue the permit, and would prohibit a local entity described above from applying additional charges above the publicly listed fee.

*The bill would require a local entity described above that applies to receive any funding from the commission to self-certify to the commission its compliance with any applicable portions of the bill's provisions. By imposing additional duties on local entities described above, the bill would impose a state-mandated local program.*

The bill would include findings and declarations related to these provisions.

(2) Existing law, the Davis-Stirling Common Interest Development Act, defines and regulates common interest developments. Among other things, the act makes a provision of the governing document or architectural or landscaping guidelines or policies void and unenforceable if, among other things, the provision prohibits, or includes conditions that have the effect of prohibiting, the use of low water-using plants as a group or as a replacement of existing turf.

This bill would additionally make any provision of the governing documents, architectural guidelines, or policies void and unenforceable if the provision prevents the replacement of a fuel-gas-burning appliance with an electric appliance. The bill would also make any covenant, restriction, or condition contained in any, among other specified agreements, deed, and any provision of a governing document, that effectively prohibits or restricts the installation or use of a residential heat pump water heater or heat pump HVAC system, void and unenforceable.

(3) The bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

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

~~This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.~~

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

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

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

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

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

1 SECTION 1. Section 4737 is added to the Civil Code, to read:  
2 4737. (a) Notwithstanding any other law, any provision of the  
3 governing documents, architectural guidelines, or policies shall  
4 be void and unenforceable if the provision prevents the replacement  
5 of a fuel-gas-burning appliance with an electric appliance.

6 (b) Any covenant, restriction, or condition contained in any  
7 deed, contract, security instrument, or other instrument affecting  
8 the transfer or sale of, or any interest in, real property, and any  
9 provision of a governing document, that effectively prohibits or  
10 restricts the installation or use of a residential heat pump water  
11 heater or heat pump heating, ventilation, and air-conditioning  
12 (HVAC) system is void and unenforceable.

13 SEC. 2. Chapter 7.5 (commencing with Section 51297.50) is  
14 added to Part 1 of Division 1 of Title 5 of the Government Code,  
15 to read:

16  
17 CHAPTER 7.5. RESIDENTIAL HEAT PUMP SYSTEM INSTALLATION  
18

19 51297.50. The Legislature finds and declares all of the  
20 following:

21 (a) The oversight of permitting for residential heat pump water  
22 heater and heat pump heating, ventilation, and air-conditioning  
23 (HVAC) systems is a matter of statewide concern and not a  
24 municipal affair. Therefore, this chapter shall apply to all cities  
25 and counties, including a charter city.

1       (b) Nothing in this chapter is intended to imply the approval of  
2 any other local fees for heat pump permitting not specified in this  
3 chapter.

4       (c) It is the intent of the Legislature that local agencies do not  
5 adopt ordinances that create unreasonable barriers to the installation  
6 of heat pumps and not unreasonably restrict the ability of home  
7 and residential property owners to install heat pumps.

8       (d) It is the policy of the state to promote and encourage the use  
9 of zero-emission water heating and space heating and cooling  
10 systems, and to limit obstacles to their use.

11      (e) It is the intent of the Legislature that local agencies comply  
12 not only with provisions declared in this section, but also the  
13 legislative intent to encourage the installation of residential heat  
14 pump systems by removing obstacles to, and minimizing costs of,  
15 permitting, so long as the action does not supersede the building  
16 official's authority to identify and address higher priority life-safety  
17 situations.

18      (f) Each state entity, including the commission and the  
19 Department of Housing and Community Development, should  
20 streamline codes and standards compliance processes with the  
21 intent of increasing permitted work without undermining the  
22 integrity of the code measures, especially when it comes to  
23 appliance retrofits.

24      51297.51. For purposes of this chapter, the following  
25 definitions apply:

26       (a) “Commission” means the State Energy Resources  
27 Conservation and Development Commission, which is also known  
28 as the Energy Commission.

29       (b) “HVAC” means heating, ventilation, and air-conditioning.

30       (c) “Residential heat pump water heater or heat pump HVAC  
31 system” means a single heat pump water heater or heat pump  
32 HVAC system that serves one residential dwelling unit.

33       (d) (1) *“Swapout” means a residential heat pump water heater  
34 or residential heat pump HVAC system installation where a new  
35 heat pump water heater or HVAC air handler and outdoor coil is  
36 being installed in the same location on a property as the prior  
37 water heater or air handler and condenser that it is replacing.*

38       (2) *“Swapout” does not include either of the following:*

39           (A) *An installation that requires modification, replacement, or  
40 installation of more than 25 linear feet of ductwork.*

1       (B) An installation that replaces a package unit with a split  
2 system or a split system with a package unit.

3       51297.52. (a) Beginning July 1, 2027, a city, county, or city  
4 and county shall adopt and offer asynchronous inspections for  
5 installations of residential heat pump water heater or heat pump  
6 HVAC systems that do not require a licensed contractor and  
7 building inspector to be simultaneously present during the  
8 inspection of an installation of a residential heat pump water heater  
9 or heat pump HVAC system.

10      (b) A building inspector may contact the licensed contractor  
11 who performed the installation of the heat pump water heater or  
12 heat pump HVAC system by telephone call or real-time video  
13 conferencing during their inspection.

14      (c) If a building inspector determines during an asynchronous  
15 inspection that there is an issue with an installation of the heat  
16 pump water heater or heat pump HVAC system and that the  
17 licensed contractor who performed the installation must be present  
18 to perform tests or cure the installation, the building inspector may  
19 require the licensed contractor who performed the installation to  
20 schedule an additional inspection in which the building inspector  
21 and the licensed contractor who performed the installation are both  
22 required to be simultaneously present during the additional  
23 inspection.

24      (d) Nothing in this section shall be construed to require a city,  
25 county, or city and county to discontinue offering inspection  
26 options for the installation of a residential heat pump water heater  
27 or heat pump HVAC system where in a building inspector and  
28 licensed contractor who performed the installation are  
29 simultaneously present.

30      51297.53. (a) On or before January 1, 2028, a city, county, or  
31 city and county may issue up to one nondiscretionary permit per  
32 installation of a residential heat pump water heater or heat pump  
33 HVAC system in which the city, county, or city and county  
34 administratively approves an application to install the residential  
35 heat pump water heater or heat pump HVAC system.

36      (b) This section shall not be construed to prevent a city, county,  
37 or city and county from issuing separate permits for a panel  
38 replacement or ~~demolition~~ structural work conducted as part of  
39 the residential heat pump installation.

1       (c) Notwithstanding subdivision (a), a city, county, or city and  
2 county may issue more than one nondiscretionary permit requested  
3 by a licensed contractor per installation of a residential heat pump  
4 water heater or heat pump HVAC system if the building official  
5 makes written findings based upon substantial evidence that the  
6 proposed installation would have a specific, adverse impact on  
7 public health or safety, and there is no feasible method to  
8 satisfactorily mitigate or avoid the specific, adverse impact.

9       51297.54. (a) A city, county, or city and county may apply  
10 only any of the following planning or zoning or workforce labor  
11 standards on the installation of a residential heat pump water heater  
12 or residential heat pump HVAC system that are in addition to any  
13 state-level requirements:

14       (1) Additional standards for setbacks for installations not to  
15 exceed 3 feet in side yards and backyards or 10 feet in front yards.  
16 If a city, county, or city and county requires the submission of site  
17 plans for applications for permits for installations of residential  
18 heat pump water heater or residential heat pump HVAC systems,  
19 the city, county, or city and county shall require only site plan  
20 information directly relevant to the installation or to determining  
21 setback compliance. Site plans shall not be required for applications  
22 for permits for ~~same-place swapout~~ installations of residential heat  
23 ~~pump water heater or residential heat pump HVAC systems, when~~  
24 ~~those installations are replacing equipment in the same location~~  
25 ~~that performed the same purpose: a swapout.~~

26       (2) Additional standards that conform to local laws, including  
27 reach codes, designed to encourage the adoption of zero-emission  
28 equipment or improvement of building efficiency.

29       (3) Additional planning or zoning standards relating to the  
30 installation of a residential heat pump water heater or heat pump  
31 HVAC system if the city, county, or city and county adopts an  
32 ordinance that includes substantial evidence that the standard is  
33 designed to mitigate the specific, adverse impact on the public  
34 health or safety at the lowest cost possible.

35       (4) Additional standards to regulate noise in a residential setting  
36 for inverter-based heat pump technologies, not to be less than 15  
37 decibels higher than any statutory maximum regulating decibel  
38 limits for noninverter-based technologies.

39       (5) Any additional standards, including workforce labor  
40 standards, on an installation of a residential heat pump water heater

1 or heat pump HVAC system that receives public subsidies or other  
2 public funding. For purposes of this paragraph, “workforce labor  
3 standards” include, but are not limited to, the payment of prevailing  
4 wages and the employment of apprentices from apprenticeship  
5 programs approved by the Division of Apprenticeship Standards.

6 (b) A city, county, or city and county shall not require a permit  
7 or inspection for plug-in ready window air-conditioner or window  
8 heat pump HVAC systems, provided that all of the following  
9 requirements are met:

- 10 (1) The appliance has a voltage rating of 120 volts or less.
- 11 (2) The appliance is a self-contained unit.
- 12 (3) The installation of the appliance does not require the  
13 installation of a dedicated circuit for the appliance.
- 14 (4) The installation of the appliance does not require an upgrade  
15 to the electrical panel to accommodate the additional load of the  
16 appliance.
- 17 (5) The installation of the appliance does not require the  
18 installation of drainage or structural modifications.

19 51297.55. (a) On or before July 1, 2028, a city, county, or city  
20 and county, other than a city, county, or city and county described  
21 in subdivision (f); (c), shall, consistent with the goals and intent  
22 of this chapter, implement an online, ~~instant automated~~ permitting  
23 process that issues permits *in real time* to a licensed contractor ~~in~~  
24 ~~real time~~ for the installation of a residential heat pump water heater  
25 or heat pump HVAC system that meets ~~both~~ *all* of the following  
26 criteria:

27 (1) The installation is for a residential heat pump water heater  
28 or heat pump HVAC system that does not require installation of  
29 a new electrical panel, ~~or demolition panel~~ or structural work.

30 (2) The installation is for a residential heat pump water heater  
31 ~~or heat pump HVAC system swapout~~, and either of the following  
32 apply, as applicable:

33 (A) ~~The new residential heat pump water heater is being installed  
34 in the same location as the prior water heater that it is being  
35 replacing.~~

36 (B) ~~The new residential heat pump HVAC system is being  
37 installed in the same location as the prior furnace or air  
38 conditioning system that it is replacing.~~

39 (2) *The installation is a swapout.*

1       (3) If the installation is for a residential heat pump HVAC  
2 system, the licensed contractor certifies under penalty of perjury  
3 that they have performed a load calculation to properly size the  
4 new residential heat pump HVAC equipment per the Air  
5 Conditioning Contractors of America Association, Inc. Manual J  
6 Residential Load Calculation, the Sheet Metal and Air  
7 Conditioning Contractors' National Association Residential  
8 Comfort Systems Installation Standards Manual, the California  
9 Mechanical Code, or successor provisions, and provides the load  
10 calculation to the local authority having jurisdiction upon request.

11     (b) (1) ~~A~~—The methods that a city, county, or city and county  
12 may use to comply with the requirements described in subdivision  
13 (a) ~~by using~~ *may include, but are not limited to*, an automated  
14 platform that can issue permits in real time or using an online  
15 form-based system that can instantly issue permits upon completion  
16 of the online form.

17     (2) If a city, county, or city and county requires a CF1R form  
18 at the time of the permit application, the city, county, or city and  
19 county shall not otherwise require information duplicative to and  
20 supplied on the CF1R form provided by the applicant, except for  
21 the applicant's name and the residential address of the project.

22     (e) ~~The city, county, or city and county shall publish and make~~  
23 ~~publicly available a list of the requirements adopted pursuant to~~  
24 ~~Section 51297.54, any required permitting documentation, and a~~  
25 ~~list of all relevant fees and fee amounts that may be imposed by~~  
26 ~~the city, county, or city and county on a residential heat pump~~  
27 ~~water heater or heat pump HVAC system, including, but not limited~~  
28 ~~to, permit fees and inspection fees, on their internet website.~~

29     (d) ~~The city, county, or city and county shall allow an applicant~~  
30 ~~to submit a permit application and associated documentation~~  
31 ~~electronically, and shall allow the applicant to submit an electronic~~  
32 ~~signature on all forms, applications, and other documentation~~  
33 ~~instead of a wet signature by an applicant.~~

34     (e) ~~If a city, county, or city and county applies to receive any~~  
35 ~~funding from the State Energy Resources Conservation and~~  
36 ~~Development Commission, the city, county, or city and county~~  
37 ~~shall self-certify to the commission its compliance with any~~  
38 ~~applicable provisions of this chapter, including subdivision (b).~~

39     (f)

1       (c) This section shall not apply to a city with a population of  
2 fewer than 5,000 persons or a county with a population of fewer  
3 than 150,000 persons, including each city within that county.

4       51297.56. (a) *For an installation of a residential heat pump*  
5 *water heater or heat pump HVAC system, a city, county, or city*  
6 *and county, other than a city, county, or city and county described*  
7 *in subdivision (c), shall publish and make publicly available a list*  
8 *of the requirements adopted pursuant to Section 51297.54, any*  
9 *required permitting documentation, and a list of all relevant fees*  
10 *and fee amounts that may be imposed by the city, county, or city*  
11 *and county on a residential heat pump water heater or heat pump*  
12 *HVAC system, including, but not limited to, permit fees and*  
13 *inspection fees, on their internet website.*

14       (b) *The city, county, or city and county shall allow an applicant*  
15 *to submit a permit application and associated documentation*  
16 *electronically, and shall allow the applicant to submit an electronic*  
17 *signature on all forms, applications, and other documentation*  
18 *instead of a wet signature by an applicant.*

19       (c) *This section shall not apply to a city with a population of*  
20 *fewer than 5,000 persons or a county with a population of fewer*  
21 *than 150,000 persons, including each city within that county.*

22       51297.56.

23       51297.57. (a) (1) A city, county, or city and county, except  
24 as provided in subdivision (b), shall not charge a permit fee for a  
25 residential heat pump water heater or heat pump HVAC system  
26 that exceeds the estimated reasonable cost of providing the service  
27 for which the fee is charged, subject to the following limitations:

28       (A) The permit fee for a residential heat pump water heater  
29 system shall not exceed one hundred fifty dollars (\$150).

30       (B) The permit fee for a residential heat pump HVAC system  
31 shall not exceed two hundred dollars (\$200).

32       (2) Paragraph (1) shall not apply to a city with a population of  
33 fewer than 5,000 persons and a county with a population of fewer  
34 than 150,000 persons, including each city within that county.

35       (3) The limitations imposed by paragraph (1) shall not be  
36 construed to apply to technology fees charged by third-party  
37 vendors for services adopted by jurisdictions to process compliance  
38 checks and issue permits.

39       (b) (1) Notwithstanding subdivision (a), a city, county, or city  
40 and county may charge a permit fee for the installation of a

1 residential heat pump water heater or a heat pump HVAC system  
2 that exceeds the fee limits specified in subdivision (a) if the city,  
3 county, or city and county, as part of a written finding and an  
4 adopted resolution or ordinance, provides substantial evidence of  
5 the reasonable cost to issue the permit.

6 (2) A permit fee described in paragraph (1) shall be subject to  
7 all of the following requirements:

8 (A) The fee shall correspond to the typical reasonable cost  
9 demonstrated by the city, county, or city and county for the  
10 equipment type.

11 (B) The fee shall be set at a regular fixed amount per appliance  
12 type.

13 (C) The fee shall be listed publicly.

14 (c) A city, county, or city and county shall not apply additional  
15 charges above the publicly listed fee.

16 *51297.58. If a city, county, or city and county applies to receive  
17 any funding from the State Energy Resources Conservation and  
18 Development Commission, the city, county, or city and county  
19 shall self-certify to the commission its compliance with any  
20 applicable provisions of this chapter.*

21 SEC. 3. The Legislature finds and declares that the oversight  
22 of permitting for residential heat pump water heater and heat pump  
23 heating, ventilation, and air-conditioning (HVAC) systems is a  
24 matter of statewide concern and is not a municipal affair as that  
25 term is used in Section 5 of Article XI of the California  
26 Constitution. Therefore, Section 2 of this act, adding Chapter 7.5  
27 (commencing with Section 51297.50) to Part 1 of Division 1 of  
28 Title 5 of the Government Code, applies to all cities, including  
29 charter cities.

30 SEC. 4. ~~If the Commission on State Mandates determines that  
31 this act contains costs mandated by the state, reimbursement to  
32 local agencies and school districts for those costs shall be made  
33 pursuant to Part 7 (commencing with Section 17500) of Division  
34 4 of Title 2 of the Government Code.~~

35 SEC. 4. *No reimbursement is required by this act pursuant to  
36 Section 6 of Article XIIIIB of the California Constitution for certain  
37 costs that may be incurred by a local agency or school district  
38 because, in that regard, this act creates a new crime or infraction,  
39 eliminates a crime or infraction, or changes the penalty for a crime  
40 or infraction, within the meaning of Section 17556 of the*

1 *Government Code, or changes the definition of a crime within the*  
2 *meaning of Section 6 of Article XIII B of the California*  
3 *Constitution.*

4 *However, if the Commission on State Mandates determines that*  
5 *this act contains other costs mandated by the state, reimbursement*  
6 *to local agencies and school districts for those costs shall be made*  
7 *pursuant to Part 7 (commencing with Section 17500) of Division*  
8 *4 of Title 2 of the Government Code.*

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# 2026 Legislative Activities and State Legislative Update

Board of Directors

February 4, 2026

**Alan Abbs**  
**Legislative Officer**  
**Legislative and Government Affairs**



# Recommended Action #1

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1. Approve the Legislative Activities for the 2026 Legislative Session, as recommended by the Policy, Grants, and Technology Committee at its meeting on December 17, 2025

# Recommended Action #2 and #2a

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2. Approve sponsorship of a proposed bill idea that would make changes to the structure of the Advisory Council, as well as clarifying the use of population estimates for determining representation on the Air District Board
  - a. Specify which of the Department of Finance's population estimates (preliminary or revised) will be used when determining representation on the Air District Board

# Recommended Action #3

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3. Confirm co-sponsorship of Senate Bill 222 (Wiener) – Heat Pump Access Act

# Abbreviations

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- Assembly Bill (AB)
- Senate Bill (SB)
- South Coast Air Quality Management District (South Coast AQMD)
- California Air Resources Board (CARB)
- California Environmental Quality Act (CEQA)
- San Francisco Bay Area Planning and Urban Research Association (SPUR)
- Building Decarbonization Coalition (BDC)
- Heating, Ventilation, and Air Conditioning (HVAC)

# Key Dates and Deadlines



# 2026 Legislative Session

Date/Deadline	Description
February 20, 2026	Last day for bills to be introduced
May 29, 2026	Last day for each house to pass bills introduced in that house
August 31, 2026	Last day for each house to pass bills
September 30, 2026	Last day for the Governor to sign or veto bills passed by the Legislature before September 1 and in the Governor's possession on or after September 1
November 3, 2026	General Election
November 30, 2026	Adjournment <i>sine die</i> at midnight
December 7, 2026	12 Noon convening of the 2027-28 Regular Session
January 1, 2027	Statutes take effect



# Proposed Legislative Activities for 2026



# Proposed Legislative Activities for 2026

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## **Recommended Action #1**

The following nine (9) Legislative Activities for the 2026 Legislative Session have been recommended for Board approval by the Policy, Grants, and Technology Committee at its meeting on December 17, 2025.

# CARB Air District Board Members Compensation

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## **CARB Air District Board Member Compensation**

AB 907 (Chen) would provide that CARB board members representing air districts receive the same level of compensation as other Governor-appointed voting CARB board members.

AB 907 was introduced in the 2025 Legislative Session, sponsored by South Coast AQMD, and supported by the Air District. AB 907 is a 2-Year bill and is awaiting a hearing in the Senate Environmental Quality Committee.

# CEQA Streamlining

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## CEQA Streamlining for Clean Air Plans and Rulemaking

Look for opportunities to limit CEQA requirements for clean air plans and rulemaking, either as a standalone sponsored bill, or as an amendment to an introduced bill in the same topic area.

# Air District Advisory Council

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## **Recommended Action #2**

### **Air District Advisory Council**

Various changes that could include a reduction in the number of required meetings, allow for a Board Chair designee as ex officio member, expand council by one (1), add other background areas for members, etc.

# Air District Board Representation

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## **Recommended Action #2 and #2a**

### **Clarification of Existing Statute Regarding Representation on Board**

Clarifying the use of population estimates for determining representation on the Air District Board.

- Determine which of the Department of Finance's population estimates (preliminary or revised) will be used when determining representation on the Air District Board

# Heat Pump Permit Streamlining

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## **Recommended Action #3**

### **Reintroduction of SB 282 (Wiener) Heat Pump Permit Streamlining**

Staff Note: The bill for the 2026 Legislative Session is SB 222 (Wiener) – Heat Pump Access Act. The bill passed both of the referred Senate Committees – Housing and Local Government – and passed the Senate Floor on January 26, 2026. The bill has been ordered to the Assembly.

# Air District Permit Streamlining

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## Air District Permit Streamlining

Explore changes that could be made to existing statute related to permitting or toxics reporting that would streamline air district permit activities.

# Heat Pump Mitigation Fee

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## Heat Pump Mitigation Fee

Explore ways to create a funding source for heat pump changeouts.

# Housing/CEQA

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## Housing/CEQA

Explore changes to CEQA related to zero lot line district permit issues with regards to particulate.

# Indirect Source Regulation

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## Indirect Source Regulation

Monitor AB 914 (Garcia) and participate/support, as necessary.

AB 914 is a 2-year bill that is currently awaiting action on the Assembly Floor.

Update: Air District staff have been informed that AB 914 is not planned to make it off the Assembly Floor by the January 31, 2026, deadline for each house to pass bills introduced in that house in the odd-numbered year. Air District staff will monitor for additional proposed legislation in the same topic area.

# State Budget



# State Budget

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- On January 9, 2026, Governor Newsom released his initial proposal for the Fiscal Year (FY) 2026-27 State Budget
  - [AB 1563 \(Gabriel\)](#) and [SB 879 \(Laird\)](#) are identical bills reflecting the Governor's proposed budget
- Budget hearings will continue for several months
- In May, the Governor will release a budget revision (the “May Revise”)
- The remainder of May and most of June will be spent reconciling priorities and funding of the Administration, Senate, and Assembly
- The budget must be signed by the Governor by July 1, 2026

# Recap of Recommended Actions



# Recap: Recommended Action #1

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1. Approve the Legislative Activities for the 2026 Legislative Session, as recommended by the Policy, Grants, and Technology Committee at its meeting on December 17, 2025

# Recap: Recommended Action #2 and #2a

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2. Approve sponsorship of a proposed bill idea that would make changes to the structure of the Advisory Council, as well as clarifying the use of population estimates for determining representation on the Air District Board
  - a. Specify which of the Department of Finance's population estimates (preliminary or revised) will be used when determining representation on the Air District Board

# Recap: Recommended Action #3

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3. Confirm co-sponsorship of Senate Bill 222 (Wiener) – Heat Pump Access Act

# Questions & Discussion

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**For more information:**

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