



Board of Directors
MEETING
September 2, 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**

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

**Office of Santa Clara County
70 W. Hedding St
1st Floor Conference Room
San Jose, CA 95110**

**Office of Alameda County Supervisor
David Haubert
Scott Haggerty House
4501 Pleasanton Avenue
Pleasanton, CA 94566**

**Napa County Administration Building
1195 Third Street, Suite 310
County Executive's Office
Napa, CA 94559**

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

**City of San Bruno
567 El Camino Real, Room 138
San Bruno, CA 94066**

THE FOLLOWING STREAMING OPTIONS WILL ALSO BE PROVIDED

These streaming options are provided for the public's convenience. In the event that streaming connections malfunction for any reason, the Board of Directors may continue with the meeting without remote webcast and/or Zoom access in accordance with the [**Air District's Broadcast Technology Disruption Policy**](#).

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

Members of the public may participate remotely via Zoom at [**https://bayareametro.zoom.us/j/88616929583**](https://bayareametro.zoom.us/j/88616929583) or may join Zoom by phone by dialing (669) 900-6833 or (408) 638-0968. The Webinar ID for this meeting is: [**886 1692 9583**](#)

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, SEPTEMBER 2, 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 10:30 A.M.

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

Agency Designated Representatives:

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

Hyacinth Hinojosa, Deputy Executive Officer of Finance and Administration

Lisa Baker, Director of Human Resources

Employee Organization: BAAQMD Employees Association

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

OPENING ITEM(S)

4. Special Orders of the Day

5. 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. If public comment lasts more than 30 minutes, this item may be continued to later in the meeting. Any person who has not had an opportunity to speak on matters not on the agenda may provide their comment at that time.

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.

CONSENT CALENDAR (Items 6- 20)

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 July 1, 2026

The Board of Directors will consider approving the Draft Minutes of the Board of Directors Meeting of July 1, 2026.

7. Notices of Violations Issued and Settlements in Excess of \$10,000 in the Months of June 2026 and July 2026

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 June 2026 and July 2026.

8. Personnel Out-of-State Business Travel Report for June and July 2026

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

9. Fiscal Year 2025-2026 Sponsorship Annual Report

In accordance with the Air District's Sponsorship Policy, staff will provide the Board of Directors with a summary report of all sponsorships awarded in Fiscal Year 2025-2026.

10. Proposed Memorandum of Understanding between the Air District and the Bay Area Air Quality Management District Employees' Association and Related Actions

The Board of Directors will consider (i) adopting a Resolution approving a proposed Memorandum of Understanding between the Air District and the Bay Area Air Quality Management District Employees' Association and adopting employee salaries and benefits for represented and unrepresented employees; and (ii) authorizing the transfer of \$5,651,727 from the General Fund projected undesignated reserves for salaries, one-time salary payments, and other benefits.

11. Authorization to Amend Represented Classifications

The Board of Directors will consider authorizing amendments to represented classifications as a result of the agency-wide, comprehensive classification study. The recommendations include adoption of new classifications, revisions of existing classifications, removal of outdated classifications, and y-rating of two positions.

12. Authorization to Amend Contract with the Marie Harrison Community Foundation for the Bayview Hunters Point/Southeast San Francisco Assembly Bill 617 Community Emissions Reduction Plan

The Board of Directors will consider authorizing the Executive Officer/APCO to amend the contract with the Marie Harrison Community Foundation to extend the end date of the contract from August 31, 2026, to March 31, 2028, and to increase the maximum dollar amount of the contract by \$251,092, from \$498,540 to \$749,632, for continued community engagement and Co-Lead support for the Bayview Hunters Point/Southeast San Francisco Assembly Bill 617 Community Emissions Reduction Plan.

13. Authorization to Amend Contract with Environmental Audit, Inc. for California Environmental Quality Act Support Services

The Board of Directors will consider authorizing the Executive Officer/APCO to amend the contract with Environmental Audit, Inc. to increase the maximum dollar amount of the contract by \$200,000, from \$200,000 to \$400,000, for California Environmental Quality Act support services.

14. Authorization to Execute Contract with SHI International Corp. for Microsoft Software Licensing and Cloud Services

The Board of Directors will consider authorizing the Executive Officer/APCO to execute a three-year Microsoft Enterprise Agreement with SHI International Corp. for the continued licensing of all Microsoft software and cloud products for an estimated total contract value of \$8,000,000.

15. Authorization to Execute Contract with InterEthnica for Community Engagement, Communications and Related Services in Support of the Clean Air Plan

The Board of Directors will consider authorizing the Executive Officer/APCO to execute a contract with InterEthnica, for a term of five years and in an amount not to exceed \$450,000, for community engagement and communications services in support of the Clean Air Plan.

16. Authorization to Execute Contract with Fuel for Society to Provide Financial Consultant Support to the Climate Tech Finance Program

The Board of Directors will consider authorizing the Executive Officer/APCO to execute a contract with Fuel for Society for a three-year term in an amount not to exceed \$341,000 to provide financial development support services for the Climate Tech Finance Program.

17. Authorization to Purchase Equipment to Support the Bay Area Regional Evaluation of Air Toxics and Health Effects Program

The Board of Directors will consider authorizing the Executive Officer/APCO to procure instrumentation to measure air toxics as part of the Bay Area Regional Evaluation of Air Toxics and Health Effects program in an amount not to exceed \$3,150,000, and authorizing the transfer of funds from the Air Toxic Study Designated Reserves for these expenditures.

18. Report of the Stationary Source Committee Meeting of July 8, 2026

The Board of Directors will receive a report of the Stationary Source Committee Meeting of July 8, 2026.

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

www.baaqmd.gov/bodagendas

19. Report of the Community Equity, Health, and Justice Committee Meeting of July 8, 2026

The Board of Directors will receive a report of the Community Equity, Health, and Justice Committee Meeting of July 8, 2026.

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

www.baaqmd.gov/bodagendas

20. Report of the Community Advisory Council Meeting of July 16, 2026

The Board of Directors will receive a report of the Community Advisory Council meeting of July 16, 2026.

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

ACTION ITEM(S)

21. Policy for Socioeconomic Impact Analysis in Regulatory Development

The Board of Directors will consider adopting a policy for how the Air District will conduct socioeconomic impact analyses for Air District regulatory actions. The Socioeconomic Impact Analysis policy would set standards and metrics to ensure consistency for analyses conducted beyond the minimum statutory requirements and documents standards of transparency, supporting better informed and equitable decision-making. This includes providing a structural framework for the analyses, identifying elements that must be included for all analysis and enhanced requirements for rules with a heightened potential for significant adverse socioeconomic impacts. It also sets forth methodology and acceptable data sources for use in such analyses. The Stationary Source Committee recommended adoption of this policy at its meeting on July 8, 2026. This item will be presented by Leonid Bak, Economist in the Regulatory Development Division.

22. Local Community Benefits Fund – Award of Round 1 Benicia Catalyst Grant Funds

The Board of Directors will consider awarding \$40,000,000 in Local Community Benefits Fund grants for the Catalyst Grant in Benicia: \$10,000,000 in recommended funding to Benicia Unified School District and \$30,000,000 in recommended funding to the City of Benicia. The Board of Directors will consider authorizing the Executive Officer/APCO to execute grant agreements for the recommended projects. This item will be presented by Emi Wang, Officer in the Community Investments Office.

OTHER BUSINESS

23. 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)

24. Report of the Executive Officer/APCO

25. Chairperson's Report

26. Time and Place of Next Meeting

Wednesday, October 7, 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 Board of Directors and the public may attend at any of those in-person locations, and members of the public may also attend virtually via webcast.

27. Adjournment

The Board meeting shall be adjourned by the Board Chair.

CONTACT:

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

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

- Any writing relating to an open session item on this Agenda that is distributed to all, or a majority of all, members of the body 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 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, Kimberly Leefatt, Civil Rights Officer at 415-749-4610 or by email at non-discriminationcoordinator@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

AUGUST 2026

NO MEETINGS SCHEDULED

SEPTEMBER 2026

<u>TYPE OF MEETING</u>	<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>ROOM</u>
Board of Directors Meeting	Wednesday	2	10:00 a.m.	1 st Floor Board Room
Board of Directors Stationary Source Committee	Wednesday	9	10:00 a.m.	1 st Floor, Yerba Buena Room
Board of Directors Community Equity, Health, and Justice Committee	Wednesday	9	1:00 p.m.	1 st Floor, Yerba Buena Room
Board of Directors Policy, Grants and Technology Committee	Wednesday	16	10:00 a.m.	1 st Floor Board Room
Board of Directors Finance and Administration Committee	Wednesday	16	1:00 p.m.	1 st Floor Board Room
Community Advisory Council	Thursday	17	6:00 pm.	1 st Floor, Yerba Buena Room
8/10/26 – 9:23 a.m. MV				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: September 2, 2026

Re: Approval of the Draft Minutes of the Board of Directors Meeting of July 1,
2026

RECOMMENDED ACTION

Approve the Draft Minutes of the Board of Directors meeting of July 1, 2026.

BACKGROUND

None.

DISCUSSION

Attached for your review and approval are the Draft Minutes of the Board of Directors meeting of July 1, 2026.

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 July 1, 2026

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

Board of Directors Meeting
Wednesday, July 1, 2026

DRAFT MINUTES

*This meeting was webcast, and a video recording is available on the website of the
Bay Area Air District at
www.baaqmd.gov/bodagendas*

CALL TO ORDER

1. **Opening Comments:** Board of Directors (Board) Chairperson, Lynda Hopkins, called the meeting to order at 10:01 a.m.

Roll Call:

Present, In-Person (Bay Area Metro Center, 375 Beale Street, 1st Floor Board Room, San Francisco, CA, 94105): Chairperson Lynda Hopkins; Vice Chair Vicki Veenker; and Directors Dionne Adams, Monica Brown, Ken Carlson, Brian Colbert, Tyrone Jue, Bilal Mahmood, Gabe Quinto, Mark Salinas, Linda Sell, Lena Tam, Shamann Walton, and Steve Young.

Present, In-Person Satellite Location: (Napa County Administration Building, 1195 Third Street, Suite 310, County Executive's Office, Napa, CA 94559): Director Joelle Gallagher.

Present, In-Person Satellite Location: (City of Mountain View City Hall, City Council Conference Room, Third Floor, 500 Castro Street, Mountain View, CA 94040): Director Chris Clark.

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 and Juan González III.

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: (San Mateo County Board of Supervisors' Office, Fifth Floor, 500 County Center, Redwood City, CA 94063): Directors Noelia Corzo, Rico E. Medina, and Ray Mueller.

Absent: Directors Brian Barnacle, Otto Lee.

2. **PLEDGE OF ALLEGIANCE**

CLOSED SESSION (10:05 a.m.)

Public Comments

No requests received.

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

Agency Designated Representatives:

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

Hyacinth Hinojosa, Deputy Executive Officer of Finance and Administration

Lisa Baker, Director of Human Resources

Employee Organization: Bay Area Air Quality Management District Employees Association

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

OPEN SESSION (10:56 a.m.)

4. **SPECIAL ORDERS OF THE DAY**

Director Walton honored the late Karen Jean Pierce and read the Air District-prepared proclamation in recognition and appreciation of Ms. Pierce's guidance in improving air quality and public health in the Bay Area. The Board expressed its gratitude for Ms. Pierce's advocacy and her family accepted the proclamation.

Chair Hopkins welcomed the Air District's 2026 Summer Internship Program cohort. The interns introduced themselves and stated which divisions they worked for. Chair Hopkins congratulated the following employees on their recent promotions: Udval Argo, Air Quality Specialist in the Engineering Division; Katie Gong, Senior Quality Engineer in the Regulatory Development Division; Theodore Pak, Senior Air Quality Engineer in the Engineering Division; and Isis Virrueta, Senior Air Quality Engineer in the Engineering Division.

CONSENT CALENDAR (ITEMS 5 – 22)

5. Approval of the Draft Minutes of the Board of Directors Meeting of June 3, 2026
6. Board Communications Received from June 3, 2026 through June 30, 2026
7. Notices of Violations Issued and Settlements in Excess of \$10,000 in the Month of May 2026

8. Personnel Out-of-State Business Travel Report for May 2026
9. Fiscal Year 2025-2026 Third Quarter Reporting of Payments for Routine and Recurring Goods/Services Expenses and Contracts Executed under Delegated Authority
10. Fiscal Year 2025-2026 Third Quarter Financial Report, from July 1, 2025 to March 31, 2026
11. Authorization to Execute a Contract with Dr. Deborah Jordan for Support Implementing the Air District's *2024-2029 Strategic Plan*
12. Authorization to Accept One Bay Area Grant 3 Funds from the California Department of Transportation
[Click here to view Board Resolution No. 2026-06](#)
13. Authorization to Amend Pick-n-Pull Dismantler Contract for Clean Cars for All Program
14. Authorization to Amend Contract with Aqua Terris Aeris Law Group for Legal Services Related to Enforcement of Air Quality Violations
15. Authorization to Amend Contract with Naviant, Inc. to Support Records Retention Services
16. Authorization to Amend Contract with Oshyn, Inc. for Enterprise Technology Solutions Services
17. Authorization of Hiring Recommendation at Step E of Salary Range 148M for the Limited Term Contract Employee Manager II (Backlog Manager) Position in the Engineering Division
18. Extension of Community Advisory Council Members' Terms Ending in Fall 2026
19. Report of the Stationary Source Committee Meeting of June 10, 2026
20. Report of the Advisory Council Meeting of June 15, 2026
21. Report of the Policy, Grants, and Technology Committee Meeting of June 17, 2026
22. Report of the Finance and Administration Committee Meeting of June 17, 2026

Public Comments

No requests received.

Board Comments

None.

Board Action

Director Salinas made a motion, seconded by Director Tam, to approve Consent Calendar Items 5 through 22, inclusive; and the motion **carried** by the following vote of the Board:

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

ACTION ITEMS

23. POLICY ON ELECTRONIC SUBMISSION OF PUBLIC COMMENTS ON MATTERS RELATING TO RULE DEVELOPMENT OR PLANNING

Victor Douglas, Director of the Regulatory Development Division, gave the staff presentation *Policy on Electronic Submission of Public Comments*, including: abbreviations; activities where public comment is sought; current pathways for comment receipt; considerations for electronic comments; proposed policy for electronic comments; and recommended action.

Public Comments

Public comments were given by Bob Brown, Western States Petroleum; Peter Okurowski, California Council for Environmental and Economic Balance; and Kathy Kerridge, Benicia resident.

Board Comments

The Board and staff discussed whether the new policy would include measures to detect and prevent large volumes of fraudulent emails generated and distributed by bots or artificial intelligence systems; whether people who submit comments via the portal will be able to view their submitted comments in a searchable database; whether support will be available for individuals who are not technologically proficient and may have difficulty using the portal successfully; concern about how elected officials should respond when members of the public send them comments on Air District regulations by email, noting the challenge of directing constituents to the comment portal without appearing dismissive or discouraging public participation, and whether the policy forbids the public from reaching out to Board members directly; whether the portal is accessible by smart phones; concerns that the Air District's regulatory record may be incomplete if public comments submitted outside the portal are not captured within the portal; concerns that elected officials' time (and the time of their staff members) could be spent reviewing, forwarding, and reconciling comments received outside the portal to determine whether they have already been submitted through the official process; whether users of the portal need to create user accounts; whether letters that are mailed to Air District staff will be scanned and added manually into the portal; whether an audit trail or retention policy is needed in case comments are somehow deleted or discarded; whether there is an option for people to comment in the portal anonymously; the perceived success of jurisdictions' portal systems; the effective date of the policy's implementation, assuming it was approved by the Board; whether people should use the portal to comment on agenda items of the Board's committees, or only for Board agenda items; and the request that the Air District's Community Advisory Council and Assembly Bill (AB) 617 Community Steering Committees be made aware of this portal and the Air District's expectations of how it should be used.

Board Action

Director Sell made a motion, seconded by Director Tam, to **adopt** a policy requiring electronic comments to be submitted via an online portal only (comments submitted via email will not be considered or retained). Director Mueller made a friendly amendment to the motion,

requesting that the portal not collect meta data or identifying information of users of the portal who opt not to share their information. The motioner and seconder approved the amendment.

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

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

24. REMOTE TELECONFERENCING MEETING POLICY FOR BOARD AND COMMITTEE MEETINGS

Alexander Crockett, General Counsel, gave the staff presentation, *Remote Teleconferencing Meeting Policy for Board and Committee Meetings*, including: recommended action; recent policy amendments; Finance and Administration Committee discussion (June 17, 2026); proposed further amendments; and recommended action.

Public Comments

Public comments were given by Dan Stegink.

Board Comments

The Board and staff discussed the request for a list of remote teleconferencing meeting requirements and responsibilities that Board members who wish to utilize remote teleconferencing may refer to; the Board's desire to remove the requirement that remote meeting locations must be in public buildings within California; the anticipated difficulty in noticing meetings in different languages at non-government locations; the suggestion that the Board's Finance and Administration Committee make decisions on violations of the policy, on the Board's behalf; the request that Board members be made aware of any instances of non-compliance for which they were responsible; and the hope that the State legislature would modernize public-access rules to provide agencies with more flexibility.

Board Action

Vice Chair Veenker made a motion, seconded by Director Carlson, to amend the Remote Teleconferencing Meeting Policy to do the following, effective August 1, 2026:

- (i) Remove the requirements that remote meeting locations must be in public buildings within California;
- (ii) Add a provision for the Board to consider revoking remote meeting hosting provisions for members who fail to adhere to Policy requirements; and
- (iii) Bring violations to be reviewed and addressed by the Finance and Administration Committee.

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

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

INFORMATIONAL ITEM

25. BAY AREA REGIONAL EVALUATION OF AIR TOXICS AND HEALTH EFFECTS PROGRAM

Dr. Andrea Polidori, Deputy Executive Officer of Science, gave the staff presentation *Bay Area Regional Evaluation of Air Toxics and Health Effects (BREATHE) Study Update*, including: recommended action; outline; criteria pollutants; air toxics pollutants; ambient air monitoring; air toxics efforts in the Bay Area; South Coast Air Quality Management District's Multiple Air Toxics Exposure Study (MATES); MATES V – summary of results; BREATHE Study site selection, continuous monitoring, emission inventory, modeling, and health effects; data visualization – cancer risk (MATES examples); continuous air toxic measurements – present and future; BREATHE Study – timeline and strengths and benefits; and recommended action.

Public Comments

Public comments were given by Patrick Messac; Quanah Parker Brightman, United Native Americans; Kevin Buchan, Western States Petroleum Association; Dan Stegink; Kathy Kerridge, Benicia resident; Jan Warren, Interfaith Climate Action Network of Contra Costa County.

Board Comments

The Board and staff discussed whether the communities of Richmond and Benicia were considered as potential site locations, and whether other jurisdictions may be considered in the future; the manner in which the Technical/Community Advisory Group members will be selected and the level of authority the group will have; whether the Air district has established mechanisms in place to address urgent source hotspots, as they arise; whether there is flexibility to modify monitoring equipment and/or modeling methodologies during the BREATHE study, should the need arise; whether the Air District's Community Advisory Council and/or AB 617 Community Steering Committees will be involved/notified; and the manner in which the Air District will demonstrate to the public that cancer and chronic health risk drivers are being adequately quantified.

Board Action

No action taken.

OTHER BUSINESS

26. PUBLIC COMMENT ON NON-AGENDA MATTERS

Public comments were given by Colleen Fitzgerald, Earthjustice; Patrick Messac; Quannah Parker Brightman, United Native Americans; Diana, Oakland resident; Megan Wachspress, Berkeley resident; MaryAnn Furda; Kat Selm; Nadia Rojas; Katrina Tomas, Earthjustice; Gerard Manning, Burlingame resident; Whitney Francis; Emily Rich, San Leandro resident; Dan Stegink; Julian Mireles; Kathy Kerridge, Benicia resident; Ami Shirriff, Sierra Club; Andrew, Alameda County resident; Mike Volk, Neighbors for Progressive Action; Micah Elan, Berkeley resident; and Tony Fisher, Coalition for Clean Air.

27. BOARD MEMBER COMMENTS

Director Young offered a correction to a public comment given earlier during the meeting, explaining that a statement that he (Director Young) had made about Valero's involvement in municipal elections had been misquoted. Director Young also thanked the Air District for sponsoring the City of Benicia's Torchlight Parade, which launches the City's Independence Day festivities on July 3rd.

Director Quinto announced that he recently toured the Diablo Canyon Power Plant, located in San Luis Obispo County. He said that the Power Plant welcomes other elected officials to visit and that this can be arranged by Pacific Gas & Electric (PG&E).

Vice Chair Veenker announced that on August 31, 2026, the Cities Association of Santa Clara County will co-sponsor an event with Silicon Valley Clean Energy, offering elected officials an opportunity to learn more about upcoming changes to the Bay Area Air District's appliance rules. This workshop for elected officials will feature a briefing from Air District staff on the rules, proposed exemptions, and other key details, along with insights from contractors on the realities of heat pump installation.

Director González expressed appreciation to Chair Hopkins for consistently facilitating open communication and ensuring an inclusive and accommodating process for public comment.

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

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

- **Items of Stationary Source Committee Agenda – Wednesday, 7/8**
 - o *Action:* Policy for Socioeconomic Impact Analysis of Regulatory Actions
 - o *Informational:* Update on Rule Development to Modernize the Air District's Refinery Fenceline Air Monitoring and Emissions Tracking Programs
- **Items of Community Equity, Health, and Justice Committee Agenda – Wednesday, 7/8**
 - o *Informational:* Local Community Benefits Fund – Round 1 Benicia Catalyst Grant Applications

- **Permitting Efficiency Taskforce** – The Permitting Efficiency Taskforce has continued to meet regularly since its January launch, moving from early sessions that built a shared understanding of how permits are reviewed and where applications encounter delay into a series of focused, member-driven conversations on specific, concrete permitting topics. These conversations turned most recently to routine permit actions and will continue through the summer, with members offering direct input on how permitting can be made more efficient and consistent.
- In April 2026, the Community Advisory Council submitted a list of recommendations, developed by its Compliance and Enforcement Ad Hoc Committee, for the Board's consideration. The recommendations are closely aligned with staff's priorities. Staff committed to come back in 90 days but needs additional time and will bring staff's responses to the recommendations and commitments to the Board sometime in the Fall of 2026.
- A video was played, summarizing the Air District's participation in this past weekend's San Francisco Pride Parade. More than 80 walkers joined the Air District on Sunday, and the event gave the Air District an opportunity to connect with Bay Area residents, promote the Spare the Air program, and celebrate our commitment to clean air for everyone. Thank you to the Santa Clara Valley Transportation Authority for generously lending us their electric vehicle bus for the parade.

29. **CHAIRPERSON'S REPORT**

Chair Hopkins announced that on June 4, 2026, the Contra Costa Mayors Conference reappointed El Cerrito Mayor Gabe Quinto to another two-year term on the Air District's Board, from June 15, 2026, to June 15, 2028.

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

Wednesday, September 2, 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 Board of Directors and the public may attend at any of those in-person locations, and members of the public may also attend virtually via webcast.

31. **ADJOURNMENT**

The meeting was adjourned at 2:33 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: September 2, 2026

Re: Notices of Violations Issued and Settlements in Excess of \$10,000 in the
Months of June 2026 and July 2026

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 - June 2026
2. Notices of Violations Issued and Settlements in Excess of \$10,000 - July 2026

NOTICES OF VIOLATIONS ISSUED

The following Notice(s) of Violation(s) were issued in June 2026:

Alameda						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Bay Marble	B5741	Newark	A61949A	6/24/26	2-1-302	No Permit to Operate
Quikrete Northern California	B2001	Fremont	A65819A	6/30/26	2-1-307	Permit Requirement/Condition Violation
Quikrete Northern California	B2001	Fremont	A65820A	6/30/26	2-1-307	Permit Requirement/Condition Violation
Quikrete Northern California	B2001	Fremont	A65821A	6/30/26	2-1-307	Permit Requirement/Condition Violation
Quikrete Northern California	B2001	Fremont	A65822A	6/30/26	2-1-307	Permit Requirement/Condition Violation
Salkhi Mobil	C6275	Newark	A65731A	6/3/26	8-7-302.3	Gasoline Dispensing Facility Violation
Scotty's Rentals	S791186	Oakland	A65659A	6/8/26	11-2-303.8	Asbestos Violation
Tesla, Inc.	A1438	Fremont	A65811A	6/5/26	2-1-301	No Authority to Construct and No Permit to Operate
Tesla, Inc.	A1438	Fremont	A65811B	6/5/26	2-1-302	No Authority to Construct and No Permit to Operate
Tesla, Inc.	A1438	Fremont	A65812A	6/5/26	2-1-301	No Authority to Construct and No Permit to Operate
Tesla, Inc.	A1438	Fremont	A65812B	6/5/26	2-1-302	No Authority to Construct and No Permit to Operate
Tesla, Inc.	A1438	Fremont	A65813A	6/5/26	2-1-301	No Authority to Construct and No Permit to Operate
Tesla, Inc.	A1438	Fremont	A65813B	6/5/26	2-1-302	No Authority to Construct and No Permit to Operate
Tesla, Inc.	A1438	Fremont	A65814A	6/5/26	2-1-301	No Authority to Construct and No Permit to Operate

Tesla, Inc.	A1438	Fremont	A65814B	6/5/26	2-1-302	No Authority to Construct and No Permit to Operate
Tesla, Inc.	A1438	Fremont	A65814C	6/5/26	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A65815A	6/5/26	2-1-301	No Authority to Construct and No Permit to Operate
Tesla, Inc.	A1438	Fremont	A65815B	6/5/26	2-1-302	No Authority to Construct and No Permit to Operate
Tesla, Inc.	A1438	Fremont	A65815C	6/5/26	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A65816A	6/5/26	2-1-301	No Authority to Construct and No Permit to Operate
Tesla, Inc.	A1438	Fremont	A65816B	6/5/26	2-1-302	No Authority to Construct and No Permit to Operate
Tesla, Inc.	A1438	Fremont	A65817A	6/5/26	2-1-301	No Authority to Construct and No Permit to Operate
Tesla, Inc.	A1438	Fremont	A65817B	6/5/26	2-1-302	No Authority to Construct and No Permit to Operate
Tesla, Inc.	A1438	Fremont	A65817C	6/5/26	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A65818A	6/17/26	2-6-307	Title V Requirement/Permit Condition Violation
Turk Island Solid Waste Disposal Site	A3256	Union City	A64019A	6/17/26	8-34-113.2	Landfill Violation
Turk Island Solid Waste Disposal Site	A3256	Union City	A64020A	6/11/26	8-34-301.1	Landfill Violation
Turk Island Solid Waste Disposal Site	A3256	Union City	A64021A	6/11/26	8-34-503	Landfill Violation
United States Pipe & Foundry Company, LLC	A0083	Union City	A64016A	6/10/26	2-1-307	Permit Requirement/Condition Violation
United States Pipe & Foundry	A0083	Union City	A64017A	6/10/26	2-1-307	Permit Requirement/Condition Violation

Company, LLC						
Vasco Road Landfill	A5095	Livermore	A63485A	6/16/26	2-6-307	Title V Requirement/Permit Condition Violation

Contra Costa						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Ameresco Keller Canyon RNG LLC	E4772	Pittsburg	A63624A	6/3/26	2-1-307	Permit Requirement/Condition Violation
Ameresco Keller Canyon RNG LLC	E4772	Pittsburg	A63625A	6/3/26	2-1-307	Permit Requirement/Condition Violation
Ameresco Keller Canyon RNG LLC	E4772	Pittsburg	A63626A	6/3/26	2-1-307	Permit Requirement/Condition Violation
Ameresco Keller Canyon RNG LLC	E4772	Pittsburg	A63627A	6/3/26	2-1-307	Permit Requirement/Condition Violation
Ameresco Keller Canyon RNG LLC	E4772	Pittsburg	A65928A	6/23/26	2-1-307	Permit Requirement/Condition Violation
Andy's Auto Body	A7075	Richmond	A66231A	6/5/26	2-1-302	No Permit to Operate
Bio-Rad Laboratories	A5462	Richmond	A65705A	6/16/26	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A60103A	6/12/26	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A60104A	6/12/26	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A60105A	6/12/26	6-1-302	Visible Emissions Violation
Chevron Products Company	A0010	Richmond	A60106A	6/12/26	6-1-302	Visible Emissions Violation
Chevron Products Company	A0010	Richmond	A62975A	6/4/26	2-6-307	Title V Requirement/Permit Condition Violation
Chevron Products	A0010	Richmond	A65324A	6/11/26	8-28-503.1	Episodic Releases from Refineries and

Company						Chemical Plants Violation
Chevron Products Company	A0010	Richmond	A65324B	6/11/26	8-44-304.2	Marine Tank Vessel Operations Violation
Chevron Products Company	A0010	Richmond	A65325A	6/24/26	8-5-304.4	Storage Tank Violation
Chevron Products Company	A0010	Richmond	A65325B	6/24/26	8-5-328.1	Storage Tank Violation
Chevron Products Company	A0010	Richmond	A65447A	6/12/26	6-1-302	Visible Emissions Violation
Chevron Products Company	A0010	Richmond	A65448A	6/12/26	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A65449A	6/12/26	2-6-307	Title V Requirement/Permit Condition Violation
Chevron Products Company	A0010	Richmond	A65450A	6/12/26	6-1-302	Visible Emissions Violation
Chevron Products Company	A0010	Richmond	A65451A	6/12/26	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A65452A	6/12/26	2-6-307	Title V Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A65452B	6/12/26	2-1-307	Permit Requirement/Condition Violation
KB Home South Bay, Inc.	S790791	San Ramon	A65559A	6/2/26	10	Code of Federal Regulation Violation
Martinez Refining Company LLC	A0011	Martinez	A65117A	6/16/26	2-6-307	Title V Requirement/Permit Condition Violation
Martinez Refining Company LLC	A0011	Martinez	A65117B	6/16/26	10	Code of Federal Regulation Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A64615A	6/2/26	8-8-315	Wastewater Collection and Separation Systems Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A64646A	6/29/26	2-1-307	Permit Requirement/Condition Violation

Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A64647A	6/29/26	2-1-307	Permit Requirement/Condition Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A64648A	6/29/26	2-1-307	Permit Requirement/Condition Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A64649A	6/29/26	2-1-307	Permit Requirement/Condition Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A65678A	6/10/26	8-18-401	Equipment Leak Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A65678B	6/10/26	8-18-402	Equipment Leak Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A65678C	6/10/26	10	Code of Federal Regulation Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A65679A	6/15/26	8-18-309	Equipment Leak Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A65680A	6/10/26	8-18-401	Equipment Leak Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A65680B	6/10/26	10	Code of Federal Regulation Violation
Richmond Gas & Food Mart	C8675	Richmond	A56854A	6/4/26	2-1-307	Permit Requirement/Condition Violation

Napa						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Napa Sanitation District - Soscol	A7101	Napa	A66154A	6/9/26	2-1-307	Permit Requirement/Condition Violation

San Francisco						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Ideal Restoration Inc.	S790928	San Francisco	A63687A	6/4/26	11-2-303.9	Asbestos Violation
Jeremiah's Pick Coffee Company	B0582	San Francisco	A64039A	6/30/26	6-1-301	Visible Emissions Violation

Santa Clara						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
All Weather Construction Inc.	S790916	Mountain View	A65453A	6/4/26	11-2-401.5	Asbestos Violation
ARCO Facility #06223	C4100	San Jose	A59451A	6/3/26	2-1-307	Permit Requirement/Condition Violation
Bay Area Design & Construction	S790957	Los Gatos	A65454A	6/4/26	11-2-401.5	Asbestos Violation
Bay Area Design & Construction	S790957	Los Gatos	A65454B	6/4/26	11-2-303.8	Asbestos Violation
Blvd Coffee of Almaden	S791852	San Jose	A65417A	6/18/26	2-1-301	No Authority to Construct and No Permit to Operate
Blvd Coffee of Almaden	S791852	San Jose	A65417B	6/18/26	2-1-302	No Authority to Construct and No Permit to Operate
Buccaneer Demolition, Inc.	S792887	San Jose	A65455A	6/23/26	11-2-401.5	Asbestos Violation
Buccaneer Demolition, Inc.	S792887	San Jose	A65456A	6/23/26	11-2-303.8	Asbestos Violation
Buccaneer Demolition, Inc.	S792887	San Jose	A65456B	6/23/26	11-2-401.5	Asbestos Violation
Buccaneer Demolition, Inc.	S792887	San Jose	A65457A	6/23/26	11-2-303.8	Asbestos Violation
Buccaneer Demolition, Inc.	S792887	San Jose	A65457B	6/23/26	11-2-401.5	Asbestos Violation

Clara Gardens	S780262	Santa Clara	A59452A	6/4/26	11-2-401.5	Asbestos Violation
International Disposal Corp. of CA	A9013	Milpitas	A65543A	6/11/26	8-34-303	Landfill Violation
International Disposal Corp. of CA	A9013	Milpitas	A65543B	6/11/26	10	Code of Federal Regulation Violation
International Disposal Corp. of CA	A9013	Milpitas	A65544A	6/11/26	8-34-305.1	Landfill Violation
International Disposal Corp. of CA	A9013	Milpitas	A65544B	6/11/26	10	Code of Federal Regulation Violation
KLA Corporation	B3399	Milpitas	A65541A	6/10/26	9-7-307.1	Boiler Emissions Violation
KLA Corporation	B3399	Milpitas	A65542A	6/10/26	9-7-307.1	Boiler Emissions Violation
Michael Roberts Construction Inc.	S791462	Campbell	A63686A	6/11/26	11-2-303.9	Asbestos Violation
Sunnyvale Olympic	C6437	Sunnyvale	A59450A	6/1/26	2-1-307	Permit Requirement/Condition Violation

Solano						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Grizzly Auto Body	S791901	Suisun City	A63559A	6/23/26	2-1-301	No Authority to Construct and No Permit to Operate
Grizzly Auto Body	S791901	Suisun City	A63559B	6/23/26	2-1-302	No Authority to Construct and No Permit to Operate
Valero Benicia Asphalt Plant	A0901	Benicia	A65883A	6/2/26	10	Code of Federal Regulation Violation
Valero Refining Company - California	B2626	Benicia	A65881A	6/2/26	10	Code of Federal Regulation Violation
Valero Refining Company - California	B2626	Benicia	A65882A	6/2/26	10	Code of Federal Regulation Violation

Sonoma						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Core & Main Petaluma Plant	S790766	Petaluma	A65630A	6/2/26	2-1-301	No Authority to Construct and No Permit to Operate
Core & Main Petaluma Plant	S790766	Petaluma	A65630B	6/2/26	2-1-302	No Authority to Construct and No Permit to Operate
Lagunitas Brewing Company	E2457	Petaluma	A65633A	6/29/26	2-1-301	No Authority to Construct and No Permit to Operate
Lagunitas Brewing Company	E2457	Petaluma	A65633B	6/29/26	2-1-302	No Authority to Construct and No Permit to Operate
Republic Services of Sonoma County, Inc.	A2254	Petaluma	A64529A	6/2/26	2-6-307	Title V Requirement/Permit Condition Violation
Roblar Quarry LLC	S790965	Petaluma	A65631A	6/4/26	2-1-301	No Authority to Construct and No Permit to Operate
Roblar Quarry LLC	S790965	Petaluma	A65631B	6/4/26	2-1-302	No Authority to Construct and No Permit to Operate

Company Address Outside of the Bay Area						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Hal Hayes Construction Inc.	S792635	Riverside	A66186A	6/17/26	11-2-401.5	Asbestos Violation

SETTLEMENTS FOR \$10,000 OR MORE REACHED

There were 2 settlements for \$10,000 or more completed in June 2026.

- 1) On June 2, 2026, the Air District reached a settlement with Sila Nanotechnologies, Inc., for \$140,000, regarding the allegations contained in the following 6 Notices of Violations:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A61143A	2/23/22	2/4/22	2-1-307	Permit Requirement/Condition Violation

A61144A	2/23/23	4/7/22	2-1-307	Permit Requirement/Condition Violation
A62741A	8/30/23	12/14/21	2-1-307	Permit Requirement/Condition Violation
A62742A	8/30/23	2/18/22	2-1-307	Permit Requirement/Condition Violation
A62743A	8/30/23	12/16/21	2-1-307	Permit Requirement/Condition Violation
A62744A	8/30/23	2/18/22	2-1-307	Permit Requirement/Condition Violation

- 2) On June 10, 2026, the Air District reached a settlement with Twelve Benefit Corporation for \$40,000, regarding the allegations contained in the following 2 Notices of Violations:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A62619A	6/10/24	5/1/24	2-1-307	Permit Requirement/Condition Violation
A62620A	6/10/24	12/9/23	2-1-307	Permit Requirement/Condition Violation
A59818A	8/24/21	6/1/20	2-1-307	Permit Requirement/Condition Violation
A59818B	8/24/21	6/1/20	8-43-501	Marine Vessel Surface Coating Violation

NOTICES OF VIOLATIONS ISSUED

The following Notice(s) of Violation(s) were issued in July 2026:

Alameda						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Coreshell Technologies	S792663	San Leandro	A66211A	7/7/26	2-1-301	No Authority to Construct and No Permit to Operate
Coreshell Technologies	S792663	San Leandro	A66211B	7/7/26	2-1-302	No Authority to Construct and No Permit to Operate
Ghirardelli Chocolate Co.	A4784	San Leandro	A66210A	7/1/26	2-1-307	Permit Requirement/Condition Violation
Lam Research Corporation - Fremont Campus	A3152	Fremont	A65844A	7/27/26	2-1-307	Permit Requirement/Condition Violation
Nova Eye Medical, Inc.	E3437	Fremont	A65843A	7/17/26	2-1-307	Permit Requirement/Condition Violation
Peralta Community College District	B7864	Berkeley	A65392A	7/27/26	2-1-307	Permit Requirement/Condition Violation
Peralta Community Colleges District Admin Center	B9580	Oakland	A65381A	7/27/26	2-1-307	Permit Requirement/Condition Violation
Peralta Community Colleges District Admin Center	B9580	Oakland	A65382A	7/27/26	9-7-506	Boiler Emissions Violation
Peralta Community Colleges District Admin Center	B9580	Oakland	A65383A	7/27/26	2-1-301	No Authority to Construct and No Permit to Operate
Peralta Community Colleges District Admin Center	B9580	Oakland	A65383B	7/27/26	2-1-302	No Authority to Construct and No Permit to Operate
Peralta Community Colleges	B9580	Oakland	A65383C	7/27/26	9-8-530	Internal Combustion Engine Violation

District Admin Center						
Peralta Community Colleges District Admin Center	B9580	Oakland	A65384A	7/27/26	9-7-506	Boiler Emissions Violation
Peralta Community Colleges District Admin Center	B9580	Oakland	A65385A	7/30/26	2-1-301	No Authority to Construct and No Permit to Operate
Peralta Community Colleges District Admin Center	B9580	Oakland	A65385B	7/30/26	2-1-302	No Authority to Construct and No Permit to Operate
Peralta Community Colleges District Admin Center	B9580	Oakland	A65385C	7/30/26	9-8-530	Internal Combustion Engine Violation
Peralta Community Colleges District Admin Center	B9580	Oakland	A65386A	7/27/26	9-7-506	Boiler Emissions Violation
Peralta Community Colleges District Admin Center	B9580	Oakland	A65387A	7/30/26	2-1-307	Permit Requirement/Condition Violation
Peralta Community Colleges District Admin Center	B9580	Oakland	A65388A	7/30/26	2-1-301	No Authority to Construct and No Permit to Operate
Peralta Community Colleges District Admin Center	B9580	Oakland	A65388B	7/30/26	2-1-302	No Authority to Construct and No Permit to Operate
Peralta Community Colleges District Admin Center	B9580	Oakland	A65388C	7/30/26	9-8-530	Internal Combustion Engine Violation
Peralta Community Colleges District Admin	B9580	Oakland	A65389A	7/27/26	2-1-301	No Authority to Construct and No Permit to Operate

Center						
Peralta Community Colleges District Admin Center	B9580	Oakland	A65389B	7/27/26	2-1-302	No Authority to Construct and No Permit to Operate
Peralta Community Colleges District Admin Center	B9580	Oakland	A65389C	7/27/26	9-8-530	Internal Combustion Engine Violation
Peralta Community Colleges District Admin Center	B9580	Oakland	A65390A	7/27/26	2-1-301	No Authority to Construct and No Permit to Operate
Peralta Community Colleges District Admin Center	B9580	Oakland	A65390B	7/27/26	2-1-302	No Authority to Construct and No Permit to Operate
Peralta Community Colleges District Admin Center	B9580	Oakland	A65390C	7/27/26	9-8-530	Internal Combustion Engine Violation
Peralta Community Colleges District Admin Center	B9580	Oakland	A65391A	7/27/26	2-1-307	Permit Requirement/Condition Violation
Ramiro Cordova - SFD	S792728	Oakland	A65734A	7/8/26	2-1-307	Permit Requirement/Condition Violation
Ramiro Cordova - SFD	S792728	Oakland	A65734B	7/8/26	11-2-303.8	Asbestos Violation
Signature Flight Support	B3645	Oakland	A65379A	7/17/26	8-39-308.3	Gasoline Bulk Plants and Gasoline Cargo Tanks Violation
Signature Flight Support	B3645	Oakland	A65379B	7/17/26	8-39-308.4	Gasoline Bulk Plants and Gasoline Cargo Tanks Violation
Tesla, Inc.	A1438	Fremont	A65823A	7/6/26	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A65824A	7/6/26	2-6-307	Title V Requirement/Permit Condition Violation

Tesla, Inc.	A1438	Fremont	A65825A	7/6/26	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A65826A	7/6/26	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A65827A	7/6/26	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A65828A	7/6/26	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A65829A	7/6/26	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A65830A	7/6/26	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A65831A	7/6/26	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A65832A	7/6/26	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A65833A	7/8/26	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A65834A	7/8/26	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A65835A	7/8/26	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A65836A	7/8/26	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A65837A	7/8/26	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A65838A	7/8/26	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A65839A	7/15/26	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A65840A	7/15/26	2-6-307	Title V Requirement/Permit Condition Violation

Tesla, Inc.	A1438	Fremont	A65841A	7/15/26	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A65842A	7/15/26	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	E2881	Fremont	A65845A	7/28/26	9-7-506	Boiler Emissions Violation
Tesla, Inc.	E2881	Fremont	A65846A	7/28/26	9-7-506	Boiler Emissions Violation
Tesla, Inc.	E2881	Fremont	A65847A	7/28/26	9-7-506	Boiler Emissions Violation

Contra Costa						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Chevron Products Company	A0010	Richmond	A65446A	7/7/26	2-1-301	No Authority to Construct and No Permit to Operate
Chevron Products Company	A0010	Richmond	A65446B	7/7/26	2-1-302	No Authority to Construct and No Permit to Operate
Chevron Products Company	A0010	Richmond	A65778A	7/23/26	2-1-307	Permit Requirement/Condition Violation
Chevron Products Company	A0010	Richmond	A65853A	7/8/26	1-441	Denied Access to Information Violation
Gold Bond Building Products, LLC	A0706	Richmond	A66232A	7/7/26	6-1-301	Visible Emissions Violation
Kaiser Permanente	A8679	Richmond	A66234A	7/27/26	2-1-301	No Authority to Construct and No Permit to Operate
Kaiser Permanente	A8679	Richmond	A66234B	7/27/26	2-1-302	No Authority to Construct and No Permit to Operate
Martinez Refining Company, LLC	A0011	Martinez	A65903A	7/30/26	9-1-307	SO2 Emissions Violation
Martinez Refining Company, LLC	A0011	Martinez	A65904A	7/30/26	9-1-307	SO2 Emissions Violation

Martinez Refining Company, LLC	A0011	Martinez	A65904B	7/30/26	10	Code of Federal Regulation Violation
Martinez Refining Company, LLC	A0011	Martinez	A65906A	7/23/26	2-6-307	Title V Requirement/Permit Condition Violation
Martinez Refining Company, LLC	A0011	Martinez	A66002A	7/30/26	9-1-307	SO2 Emissions Violation
Martinez Refining Company, LLC	A0011	Martinez	A66002B	7/30/26	10	Code of Federal Regulation Violation
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A65686A	7/13/26	2-1-307	Permit Requirement/Condition Violation
Stege Elementary School	S792902	Richmond	A65706A	7/13/26	10	Code of Federal Regulation Violation
Stege Elementary School	S792902	Richmond	A65707A	7/13/26	10	Code of Federal Regulation Violation
Tesoro Refining & Marketing Company, LLC	B2758	Martinez	A65890A	7/9/26	12-12-301	Flares at Refineries Violation
Tesoro Refining & Marketing Company, LLC	B2758	Martinez	A65891A	7/16/26	12-12-301	Flares at Refineries Violation
West Contra Costa County Landfill	A1840	Richmond	A65704A	7/23/26	2-6-307	Title V Requirement/Permit Condition Violation
West Contra Costa County Landfill	A1840	Richmond	A65704B	7/23/26	8-34-301.1	Landfill Violation
West Contra Costa County Landfill	A1840	Richmond	A65708A	7/27/26	8-34-301.1	Landfill Violation

Marin						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Ghilotti Bros	C0311	San Rafael	A66233A	7/15/26	1-440	Denied Access Violation
Jakela, Inc.	S793428	Novato	A65003A	7/22/26	11-2-401.5	Asbestos Violation
Redwood Landfil, Inc.	A1179	Novato	A65634A	7/17/26	2-6-307	Title V Requirement/Permit Condition Violation

San Francisco						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
St Luke's Hospital A/P,CPMC-STL Campus	A9313	San Francisco	A64040A	7/14/26	9-7-506	Boiler Emissions Violation

San Mateo						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
BMR-Gateway of Pacific III LP	E4732	South San Francisco	A65135A	7/30/26	2-1-307	Permit Requirement/Condition Violation
BMR-Gateway of Pacific III LP	E4732	South San Francisco	A65136A	7/30/26	2-1-307	Permit Requirement/Condition Violation
BMR-Gateway of Pacific III LP	E4732	South San Francisco	A65137A	7/30/26	2-1-307	Permit Requirement/Condition Violation
Burlingame Car Wash	S789424	Burlingame	A65584A	7/11/26	8-7-408	Gasoline Dispensing Facility Violation

Santa Clara						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Chevron #5954	C3420	Cupertino	A65458A	7/16/26	8-7-302.3	Gasoline Dispensing Facility Violation
City of Sunnyvale Water Pollution Control	A0733	Sunnyvale	A66131A	7/20/26	2-6-307	Title V Requirement/Permit Condition Violation
City of Sunnyvale Water Pollution Control	A0733	Sunnyvale	A66131B	7/20/26	8-34-301.4	Landfill Violation
Express Gas & Auto Service	C0528	San Jose	A65459A	7/22/26	8-7-302.3	Gasoline Dispensing Facility Violation
Gas N' Go	C9723	San Jose	A65460A	7/28/26	8-7-408	Gasoline Dispensing Facility Violation
Gas N' Go	C9723	San Jose	A65460B	7/28/26	8-7-301.5	Gasoline Dispensing Facility Violation
Lumentum Operations, LLC	A3418	San Jose	A64022A	7/1/26	9-7-506	Boiler Emissions Violation
Lumentum Operations, LLC	A3418	San Jose	A64022B	7/1/26	2-1-307	Permit Requirement/Condition Violation
Lumentum Operations, LLC	A3418	San Jose	A64023A	7/1/26	9-7-506	Boiler Emissions Violation
Lumentum Operations, LLC	A3418	San Jose	A64023B	7/1/26	2-1-307	Permit Requirement/Condition Violation
Lumentum Operations, LLC	A3418	San Jose	A64024A	7/1/26	9-7-506	Boiler Emissions Violation
Lumentum Operations, LLC	A3418	San Jose	A64024B	7/1/26	2-1-307	Permit Requirement/Condition Violation
Lumentum Operations, LLC	A3418	San Jose	A64025A	7/1/26	2-1-307	Permit Requirement/Condition Violation
Lumentum Operations,	A3418	San Jose	A64025B	7/1/26	9-7-506	Boiler Emissions Violation

LLC						
Lumentum Operations, LLC	A3418	San Jose	A64026A	7/1/26	2-1-307	Permit Requirement/Condition Violation
Lumentum Operations, LLC	A3418	San Jose	A64027A	7/1/26	2-1-307	Permit Requirement/Condition Violation
Lumentum Operations, LLC	A3418	San Jose	A64027B	7/1/26	1-523.3	Parametric Monitor Violation
Lumentum Operations, LLC	A3418	San Jose	A65078A	7/1/26	2-1-307	Permit Requirement/Condition Violation
Lumentum Operations, LLC	A3418	San Jose	A65078B	7/1/26	1-523.3	Parametric Monitor Violation
Lumentum Operations, LLC	A3418	San Jose	A65079A	7/1/26	2-1-307	Permit Requirement/Condition Violation
Lumentum Operations, LLC	A3418	San Jose	A65079B	7/1/26	1-523.3	Parametric Monitor Violation
Northrop Grumman Systems Corporation	B0861	Sunnyvale	A63721A	7/15/26	2-6-307	Title V Requirement/Permit Condition Violation
Northrop Grumman Systems Corporation	B0861	Sunnyvale	A63722A	7/21/26	1-441	Denied Access to Information Violation
Tosco - Unocal #4848	C9657	Sunnyvale	A65461A	7/28/26	8-7-302.3	Gasoline Dispensing Facility Violation
Valley Oil Company	B5289	Mountain View	A64053A	7/21/26	8-7-301.5	Gasoline Dispensing Facility Violation

Sonoma						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
Lagunitas Brewing Company	E2457	Petaluma	A65635A	7/17/26	9-7-307.2	Boiler Emissions Violation

Company Address Outside of the Bay Area						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comment
GRN Enterprises, Inc.	S793171	GRASS VALLEY	A63637A	7/1/26	11-2-303.8	Asbestos Violation
GRN Enterprises, Inc.	S793171	GRASS VALLEY	A63637B	7/1/26	11-2-303.3	Asbestos Violation
GRN Enterprises, Inc.	S793171	GRASS VALLEY	A63637C	7/1/26	11-2-303.6	Asbestos Violation
GRN Enterprises Inc.	S793171	GRASS VALLEY	A63637D	7/1/26	11-2-303.9	Asbestos Violation
GRN Enterprises Inc.	S793171	GRASS VALLEY	A63637E	7/1/26	11-2-401.3	Asbestos Violation

SETTLEMENTS FOR \$10,000 OR MORE REACHED

There were 4 settlements for \$10,000 or more completed in July 2026.

- 1) On July 13, 2026, the Air District reached a settlement with Veolia Water West Operating Services, Inc. for \$125,300, regarding the allegations contained in the following 3 Notices of Violations:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A62043A	2/1/23	1/27/23	1-301	Public Nuisance Violation
A62688A	12/7/23	12/5/23	1-301	Public Nuisance Violation
A62729A	4/27/23	4/24/23	1-301	Public Nuisance Violation

- 2) On July 16, 2026, the Air District reached a settlement with Safeway Stores Inc., Bakery Plant for \$37,650, regarding the allegations contained in the following 1 Notice of Violation:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A65200A	11/4/25	9/29/25	2-1-307	Permit Requirement/Condition Violation

- 3) On July 21, 2026, the Air District reached a settlement with Live Nation Worldwide, Inc. for \$107,000, regarding the allegations contained in the following 3 Notices of Violations:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A60444A	7/15/21	7/6/21	8-34-301.2	Landfill Violation
A60941A	11/27/23	5/1/22	2-1-302	No Permit to Operate
A60941B	11/27/23	5/1/22	2-6-307	Title V Requirement/Permit Condition Violation
A60942A	11/27/23	1/1/23	2-6-307	Title V Requirement/Condition Violation

- 4) On July 30, 2026, the Air District reached a settlement with Speed Construction and Development Inc. for \$16,000, regarding the allegations contained in the following 2 Notices of Violations:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A64926A	3/4/26	2/13/26	11-2-401.3	Asbestos Violation
A64926B	3/4/26	2/13/26	11-2-303	Asbestos Violation
A64926C	3/4/26	2/13/26	11-2-304	Asbestos Violation
A64927A	3/4/26	2/4/26	11-2-303.3	Asbestos Violation
A64927B	3/4/26	2/4/26	11-2-304	Asbestos 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: September 2, 2026

Re: Personnel Out-of-State Business Travel Report for June and July 2026

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 June and July 2026.

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

Air & Waste Management Association Annual Conference & Exhibition, Austin, Texas, June 20-25, 2026 attendees:

- Adam Arnold, Supervising Air Quality Specialist, Meteorology & Measurements Division
- Kelly Crawford, Deputy Executive Officer of Engineering & Compliance
- Christopher Easter, Senior Air Quality Specialist, Regulatory Development Division
- Qi Zhang, Supervising Air Quality Specialist, Engineering Division

Senior Executives in State and Local Government Program, Boston, Massachusetts,
July 2-26, 2026 attendee:

- Meredith Bauer, Ph.D., Principal Deputy Executive Officer

National Association of Clean Air Agencies Summer Meeting, Boston, Massachusetts,
July 27-29, 2026 attendee:

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

BUDGET CONSIDERATION/FINANCIAL IMPACT

All associated business travel-related costs are covered by the respective division's
Fiscal Year Ending 2026 and 2027 Budget.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Brenda Chow
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: September 2, 2026

Re: Fiscal Year 2025-2026 Sponsorship Annual Report

RECOMMENDED ACTION

Informational only, no action required.

BACKGROUND

The Bay Area Air District Sponsorship Policy was adopted by the Board of Directors in 2023 and became effective on January 1, 2024. One of the requirements of the policy is that the Executive Officer reports annually to the Board on sponsorships awarded each year. This report provides highlights of sponsored activities that occurred during Fiscal Year 2025-2026. The annual sponsorship report highlights events sponsored throughout the nine-county region as well as conferences held in California and outside the state.

The Air District sponsors public events, conferences, and other activities that align with, or help further, the Air District's mission and align with the strategic plan.

The goal of Air District sponsorships is to advance the policy work of the Air District to promote clean air, behavior change, public health, greenhouse gas reductions and air quality education through public outreach, community engagement and partnerships.

DISCUSSION

The report provides a summary of funding spent on sponsorships in each of the nine counties as well as in California and outside the state. The Air District sponsored 71 events during Fiscal Year 2025-2026, and staff interacted with thousands of Bay Area residents at these events.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The Air District includes funding for sponsored programs annually through the adoption of the annual budget. These sponsorship funds were supported by a variety of sources, including through Spare the Air TFCA funding, the California Clean Cars for All program and General Revenue funds.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Lisa Fasano
Reviewed by: Viet Tran

ATTACHMENT(S):

1. 2025-2026 Bay Area Air District Sponsorship Report Rev
2. Addendum Sponsorship Report 2025

2025-2026 Bay Area Air District Sponsorship Report

OVERVIEW

The Bay Area Air District's Sponsorship Policy requires the preparation of an annual sponsorship summary report for the Board of Directors that provides an overview of the number, types, and geographic reach of events sponsored by the Air District. This report covers the fiscal year 2025-2026 with an addendum which summarizes the first half of 2025. This report provides information about sponsored events within the fiscal year.

The Air District sponsors a diverse range of events and conferences throughout the nine-county Bay Area, as well as statewide, national, and international venues, to strengthen its regional presence and advance its mission of protecting public health and improving air quality. Through event sponsorship, the Air District was able to interact with over 2 million guests.

THE AIR DISTRICT HAS 3 MAIN GOALS FOR SPONSORING EVENTS:

Showcasing Air District Programs and Initiatives through an event that provides an opportunity for the Air District to engage with key audiences and share information regarding the Air District's mission and work by encouraging and promoting air quality improvement and behavior change, answering air quality questions, enrolling the public to receive Spare the Air Alerts or other Air District social media notifications, and other similar activities.

Education, Training and Networking

Opportunity for Air District Workforce through attendance at professional conferences, seminars, workshops, and symposia hosted by trade, state, federal or professional organizations. This may also include opportunities for panel participation and staffing at a booth that enables the Air District to showcase its work.

Community Partnerships with Non-Profit Organizations

to promote clean air initiatives that improve community health, further air pollution and greenhouse gas education and reduction goals, and other similar efforts that allow staff to interact with the Bay Area public, answer air quality questions, and sign-ups to our Spare the Air Alerts and social media channels.

Our goal each year is to ensure the Air District is sponsoring events in all 9 counties and at locations that attract large and diverse audiences.



SPONSORED EVENTS IN 2025-2026 FISCAL YEAR

The Air District was featured or tabled at 71 events.

9-COUNTY REGION

71 events total; 53 Spare the Air events

CALIFORNIA STATEWIDE

4 events – Sacramento and Yosemite

2026 California Climate Policy Summit

2026 California Hydrogen Summit

Policy Makers Conference 2026

2026 Toast to Clearing the Air

NATIONAL

1 event – 119th Annual Conference Air & Waste Management, Austin, TX

INTERNATIONAL

1 event – COP 30 Belem, Brazil

TOTAL SPONSORSHIP FUNDS SPENT IN 2025-2026 FISCAL YEAR

\$526,682.00

Of that total, \$278,980.00 was for Spare the Air events supported by TFCA* funding

*Federal Transportation Fund for Clean Air

THE AIR DISTRICT WAS INVITED TO TABLE AT 16 EVENTS AT NO COST

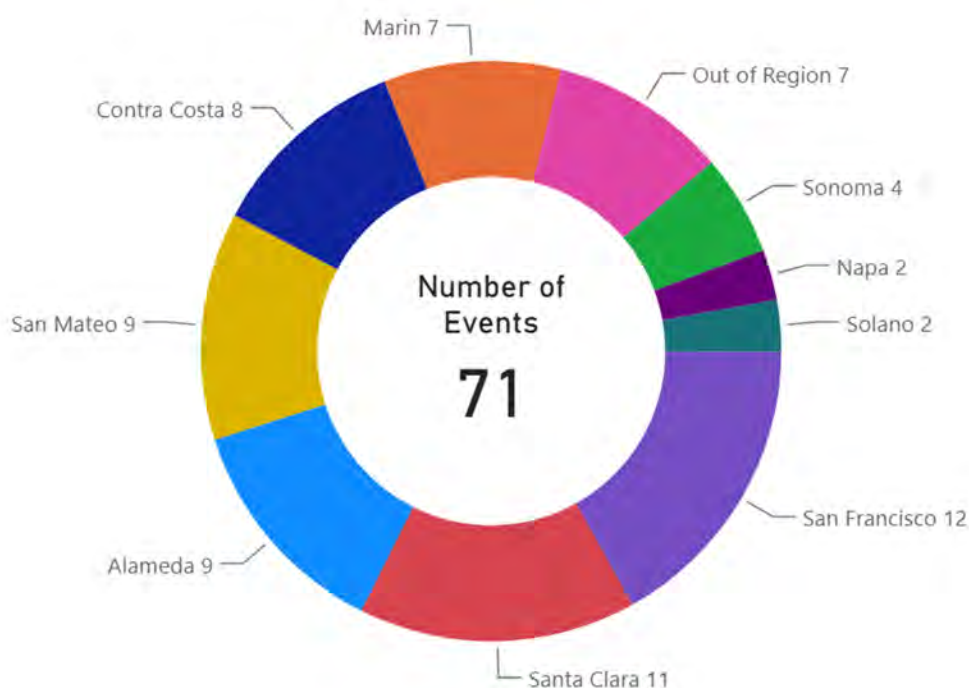
The breakdown of sponsored events categorized by event type.

53 – Showcasing the Air District

14 – Education and Training

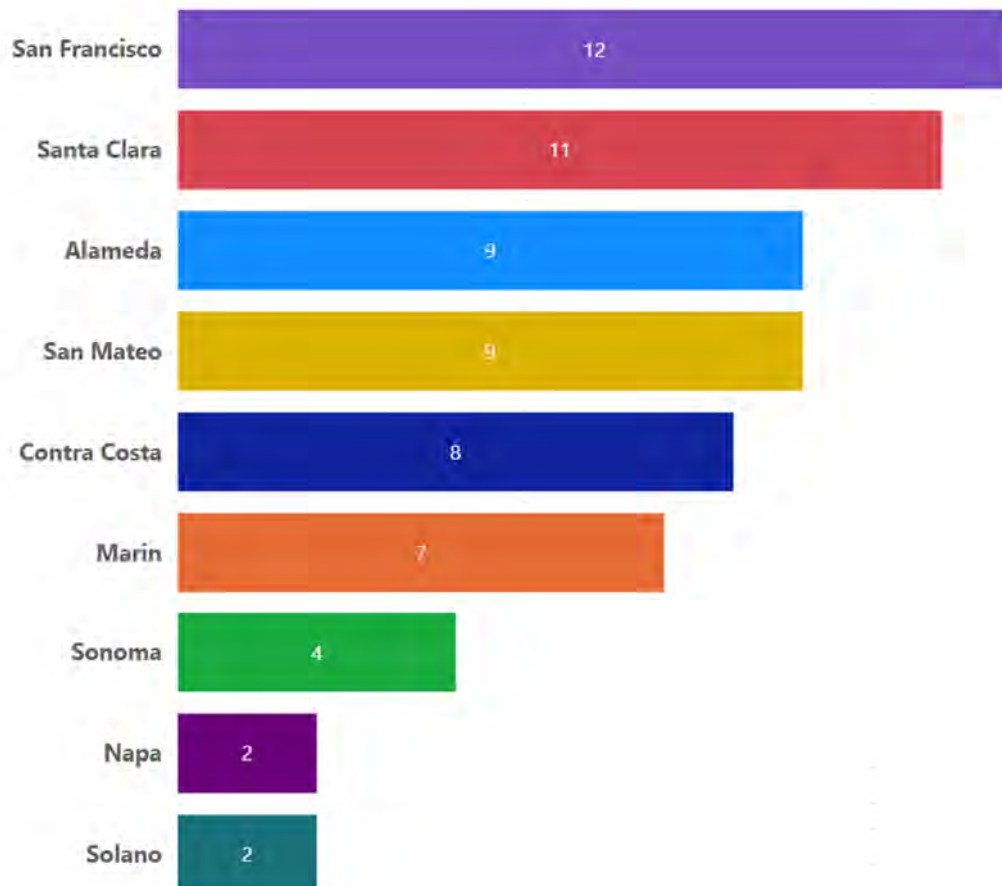
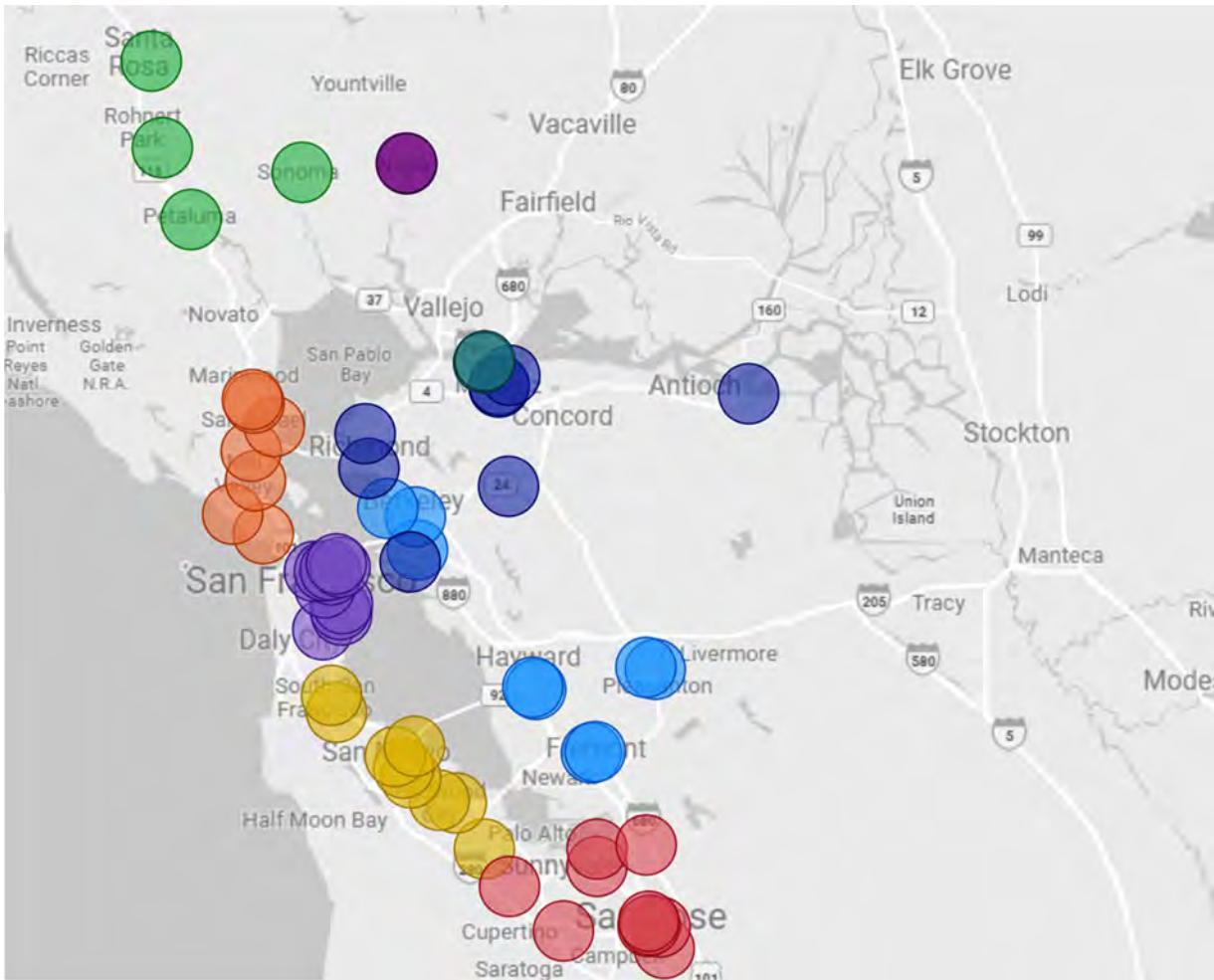
4 – Community Partnerships

Number of Regional Events by County



The list below captures events the Air District was invited to participate free of charge.

Event	Date	City	County
Environmental Town Hall	7/26/2025	Oakley	Contra Costa
We Run Richmond	7/27/2025	Richmond	Contra Costa
San Mateo County Disaster Prep Day	8/2/2025	San Mateo	San Mateo
Marin Ember Stomp	9/6/2025	Marin	Marin
District 5 Day on the Bay	10/4/2025	Alviso	Santa Clara
Samaritan House Holiday Toy Drive	12/20/2025	San Mateo	San Mateo
City of Fremont Earth Day Fair	4/18/2026	Fremont	Alameda
Belmont Earth Day	4/18/2026	Belmont	San Mateo
Gilead Earth Day	4/22/2026	Foster City	San Mateo
Bay Area Metro Earth Day	4/22/2026	San Francisco	San Francisco
City of Pleasanton Earth Day	4/25/2026	Pleasanton	Alameda
Gilead Earth Day	4/25/2026	Hayward	Alameda
City of Sonoma	4/25/2026	Sonoma	Sonoma
Lafayette Earth Day Festival	4/26/2026	Lafayette	Contra Costa
Berkeley Bay Festival	5/2/2026	Berkeley	Alameda
Alameda County D5 Emergency Preparedness Day	5/2/2026	Emeryville	Alameda





SPONSORSHIP BENEFITS

Fiscal Year 2025–2026 Sponsorship Benefits Overview

The Bay Area Air District's Fiscal Year 2025–2026 sponsorship investments generated significant outreach, marketing, stakeholder engagement, and public visibility benefits that supported the agency's mission of promoting clean air, climate action, sustainable transportation, public health, and environmental awareness throughout the Bay Area and beyond.

Brand Visibility and Recognition

The most common sponsorship benefit was broad organizational recognition across multiple communication platforms. Benefits included logo placement on event websites, printed materials, event signage, banners, participant merchandise, promotional collateral, digital advertisements, newsletters, conference programs, annual reports, social media platforms, and event applications. The Air District also received recognition during live events, opening sessions, keynote programs, award ceremonies, and public announcements.

Digital and Media Exposure

Sponsorships expanded the Air District's reach through extensive digital marketing opportunities, including featured website listings, dedicated social media campaigns, newsletter promotions, email outreach, press releases, online advertisements, video content, and participant communications. Several sponsorships provided direct access to audiences ranging from local community members to regional, statewide, and national stakeholders.

Community Engagement and Public Outreach

Many sponsorships provided opportunities for direct interaction with the public through

exhibit booths, informational tables, demonstration spaces, branded activity stations, and community event participation. These opportunities enabled Air District staff to share information about agency programs, answer questions, distribute educational materials, and promote clean air initiatives.

Thought Leadership and Speaking Opportunities

Several sponsorship packages included opportunities to host events, participate in panels, provide presentations, influence event programming, deliver public remarks, contribute subject-matter expertise, and engage in collaborative discussions with industry leaders, policymakers, environmental advocates, and community organizations.

Conference and Event Participation

The Air District received complimentary registrations, conference passes, event admissions, and access to networking opportunities at numerous conferences, summits, forums, award programs, and community events. The benefits enhanced staff professional development, stakeholder engagement, and visibility within key environmental and transportation sectors.

Strategic Partnerships and Advocacy Support

Certain sponsorship opportunities provided ongoing partnership opportunities that extended beyond individual events. Benefits included coordinated public education campaigns, media engagement, health professional partnerships, transportation and climate-focused outreach initiatives, and collaborative efforts to advance clean air, electrification, wildfire preparedness, and public health objectives.

Audience Reach and Communications Value

Collectively, sponsorship benefits provided access to thousands of community members, event attendees, newsletter subscribers,



social media followers, business leaders, students, policymakers, and environmental professionals. These channels amplified the Air District's messaging and increased awareness of agency programs, incentives, and clean air initiatives.

strengthening relationships with community and regional partners, expanding outreach opportunities, enhancing participation in key events, and supporting the agency's strategic communication and public engagement objectives across the Bay Area and beyond.

Overall Impact

The Fiscal Year 2025–2026 sponsorship portfolio delivered substantial value by increasing public awareness of the Air District,

2025-2026 Sponsorship for Education and Training Outside the Bay Area			
Event Name	Location	Date	Attendees
2025 COP30	Belem, Brazil	November 10-21, 2025	Dr. Phil Fine, Viet Tran, Chair Lynda Hopkins, Vice Chair Vicki Veenker
Policymakers Conference 2026	Yosemite National Park	March 12-15, 2026	Dr. Meredith Bauer, Viet Tran, Board Member Juan Gonzales, Board Member Otto Lee
2026 Toast to Clearing the Air	Sacramento, CA	March 25, 2026	Dr. Phil Fine, Viet Tran, Alan Abbs
2026 CA Climate Policy Summit	Sacramento, CA	April 13, 2026	Dr. Phil Fine, Viet Tran, Chair Lynda Hopkins, Abby Young, Dr. Sally Newman, Kelly Malinowski
2026 CA Hydrogen Summit	Sacramento, CA	June 9, 2026	Viet Tran
119 th Annual Conference & Exhibition (Air & Waste Management Association)	Austin, TX	June 21-24, 2026	Kelly Crawford, Christopher Easter, Adam Arnold

Event(s)	Event Type	Sponsor Benefits
<i>Regional Green @ Home Tour</i>	Education and Training	Name and logo included on event website, all event collateral, social media posts, display advertising, press releases, newsletter feature, product/info demo opportunity at all regional events, post-event attendee outreach.
<i>2025 David Brower Awards</i>	Showcasing Air District	Listing in all Awards publicity and printed materials & Logo and link on Sierra Club website
<i>VERGE at Trellis Impact 2025</i>	Education and Training	Prominent DISTRICT logo recognition on-site at the Event, on the Event website, and in delegate marketing materials for VERGE Exhibit space (10' x 10') at the Event. Exhibit space will include Wi-Fi, power, and furniture (table + chair). Exhibitors are responsible for any booth items beyond those included in the complimentary package. Trellis offers access to optional vendor resources for your convenience; however, pricing is set independently by each vendor. Additional shipping fees may apply. Up to two (2) complimentary all-access passes to Event Optional branding add-ons for an added amount, if interested in further customizing package
<i>Ember Stomp 2025</i>	Showcasing Air District	Benefits of our \$2,500 sponsorship include: • The \$950 base fee and demo area/booth waived • Recognition in digital and print collateral as a Bronze Sponsor including: signage at event; marketing materials at event; social media; and newsletter promotion • Recognition on Ember Stomp website as Bronze sponsor
<i>Promotion of Air District Clean Air Initiatives and Champion Clean Air for All</i>	Education and Training	American Lung Association Advocacy Team Activities (\$50,000) Sponsorship investment would support American Lung Association Advocacy staff to conduct the following activities between December 1, 2025, and November 30, 2026: American Lung Association Development Team Activities (\$10,000) Bay Area Air District: Partnership Opportunities In Support of the 20th Anniversary Fight for Air Climb SF to emphasize storytelling, air quality leadership, and community impact. Together, we can raise awareness about lung health, climate impacts, and clean air across the Bay Area. As a recognized regional leader in air quality, your participation offers powerful visibility in a public-facing campaign that reaches thousands. Customized Awareness Opportunities • Custom Co-Branded Video Content. Partner with a local firefighter ambassador to produce a short video connecting the work of the Bay Area Air District to the mission of lung health and clean air. Featured on social and event platforms. • Public Messaging Opportunity. Option for an Air District spokesperson to share a message during event week—highlighting innovation in air quality and community impact. • Story Feature in Participant E-Newsletter. Sharing clean air initiatives with thousands of Bay Area residents and event participants. Visibility & Recognition • Logo Inclusion on Participant T-Shirts. Worn by over 700 climbers and volunteers. • Logo & Link on Official Climb Website. Drives year-round exposure. • On-Site & Online Recognition. Public address mentions throughout event day + visibility on social media platforms. • Logo and message in Participant Welcome Packets. Delivered directly to all registered climbers. • Naming Opportunity at Key Area of the Climb (e.g. "Bay Area Air District Clean Air Zone" near registration, finish line, etc.) with signage. Advocacy Activities (\$50,000) + Development Activities (\$10,000) = \$60,000
<i>Transit Month 2025</i>	Showcasing Air District	\$10,000 Hosting Sponsor Benefits Package Event Leadership & Programming Host an Event: BAAQMD gets to host one of the Transit Month 2025 events, providing direct platform for air quality messaging Programming Input: Collaborative input on event programming to ensure air quality and emissions reduction themes are integrated Membership & Engagement 50 Business Memberships: 50 San Francisco Transit Riders memberships to distribute to staff, partners, or stakeholders OR On-Site Presentation: Alternative option for a dedicated presentation opportunity at a Transit Month event Marketing & Promotion Newsletter Promotion: Featured promotion to over 5,300 engaged newsletter subscribers Prominent Logo Placement: Your logo prominently displayed on the Transit Month website with direct link to BAAQMD site Branded Merchandise: BAAQMD logo featured on Transit Month swag items, plus 8 free branded merchandise items Media & Communications Press Release: Sponsor listing in all Transit Month press releases Social Media: 2 group sponsor mentions plus 2 individual dedicated mentions across platforms reaching nearly 10,000 followers Value Proposition This \$10,000 investment provides BAAQMD with direct event hosting rights, substantial digital reach to environmentally-conscious audiences, and multiple touchpoints to communicate air quality benefits of public transit throughout the month-long campaign. The hosting sponsor tier offers an optimal balance of visibility, engagement, and thought leadership opportunities for an organization focused on emissions reduction and clean air advocacy.
<i>EV + Energy Showcase</i>	Showcasing Air District	Increased visibility and an opportunity to engage with the public. Show an active commitment toward helping residents go electric and teach the importance of doing so.

<i>Norman Mineta Summer Academy HS Internship Program</i>	Education and Training	For the last five years, MTC and the Air District have partnered to produce and host the Summer Academy. Each successive year features a record number of high school youth who apply to and attend the Summer Academy. Through supporting the Summer Academy, the Air District is laying out the foundation for future internship opportunities, career pathways, and potential dovetails with our scholarship programs.
<i>Day on the Bay 2025</i>	Showcasing Air District	Benefits of our \$1,000 sponsorship include: • Exhibit space at event • Logo on event website • Logo on promotional materials
<i>Annual Conference & Exhibition (ACE 2026)</i>	Education and Training	Seven Complimentary Full Conference Registrations Pre- and Post- Conference Registration List Company description, logo, and URL on conference webpages. On-site signage where applicable LinkedIn spotlight (pre- or post- conference) Company profile, logo, and URL in Final Program Company logo in promotional pre-conference communications Half-page color Ad in EM Digital Magazine ACE EventApp - Subpage Banner Ad Recognition at sponsored event of your choice
<i>Atmospheric Optics: Aerosols, Visibility, and the Radiative Balance Specialty Conference 11/11/26-11/13/26</i>	Education and Training	Optional - Tabletop Exhibit Display Three full conference registrations Company logo on conference giveaway item Square rotating subpage ad on A&WMA website for 30 days Recognition at Opening Session (Co-) Sponsorship of Keynote Address Logo recognition on event materials including website, promotional emails, and social media Company name, logo, and profile in Final Program On-site signage where applicable Pre- and Post-conference registration list
<i>Bike the Bridges</i>	Showcasing Air District	Benefits of our \$2,750 sponsorship include: • Logo included on the shirt given to all cycling participants • One (1) 10'x10' space to interact with riders and distribute marketing materials • Logo inclusion on the Bike the Bridges e-newsletter and event website • Logo inclusion on one (1) event-day banner • Logo inclusion on post-event email to all participants and attendee
<i>2025 Climate Summit for San Mateo County</i>	Community Partnership	Sponsorship at the \$5,000 level includes: - Logo included on website and printed materials - Up to 3 reserved seats - Table to display your organization's materials at the Summit - Recognition in welcome slides - Recognition in post-event communications
<i>Bay Area Home Show Multiple Dates: 3/15/26-3/16/26</i>	Showcasing Air District	The \$1,845 contract includes a 10x10 exhibit area/booth both days of the two-day Home Show.
<i>Viva Calle SJ 2026 4/2026, 5/2026, 9/2026</i>	Showcasing Air District	Benefits of our \$15,000 sponsorship include: • For each 3 (three) events: - o Sponsor logo included in media campaign and pre-event press release - o Sponsor support celebrated through 5 unique social posts (including Sponsor logo) prior to the event - o 10x10 booth space on day of event
<i>Policymakers Conference 2026</i>	Education and Training	By participating at the Advocate level of sponsorship, the Air District will receive two complimentary conference registrations, a logo in promotional materials and on the conference website as a sponsor, and on-site recognition of your support during the conference. We also plan to have one of your Board Members, Mayor Pro Tempore Gabe Quinto, speak at the Conference.
<i>Annual Conference & Exhibition (ACE 2026)</i>	Education and Training	Seven Complimentary Full Conference Registrations Pre- and Post- Conference Registration List Company description, logo, and URL on conference webpages. On-site signage where applicable LinkedIn spotlight (pre- or post- conference) Company profile, logo, and URL in Final Program Company logo in promotional pre-conference communications Half-page color Ad in EM Digital Magazine ACE EventApp - Subpage Banner Ad Recognition at sponsored event of your choice
<i>Superbowl 2026 FIFA 2026 (June 2026)</i>	Showcasing Air District	Caltrain can offer a range of benefits to the district: - Onboard Screen advertisements - Exterior train wrap advertisements - Station Activations/tabling - Themed cars - Inclusion in digital/social media - Caltrain has a large following (+100k on X.com) and various newsletters with 16k subscribers - News release on partnership
<i>SVBC Bike to Wherever Days 2026</i>	Showcasing Air District	• Logo on all marketing and promotional materials • Named sponsor of SVBC's energizer station • Pre-event blog highlighting agency • Social media recognition • E-bulletin/email recognition to 34k+ subscribers • Logo on BTWD poster, canvas bag, and T shirt • Logo on SVBC website • 16 free BTWD bags, 16 free T-shirts, and other swag (can distribute among Air District or donate)

MCBC 2026 Multiple Dates - Notes Section	Showcasing Air District	• Sponsorship of up to 3 MCBC events or programs in 2026 (BikeFest Novato in April; Dirt Fondo in August; BikeFest San Rafael in September) • Logo displayed on selected event materials and MCBC website • Featured mentions in e-news and social media campaigns • Recognition/mentions during events • Opportunities to engage with attendees at events, hosting rest stops and/or expo booths
Earth Day Marin 2026	Showcasing Air District	• Complimentary 10x10 booth and table/chairs • Sponsor recognition in event map • Sponsor recognition in partners' sign • Sponsor recognition by emcee • Event featured booth sign • Newsletter mentions with link • Social media mentions • Website promotion with link
18th Regional Conference: El saber es poder: Informate y actua (Knowledge is Power: Get Informed and Act)	Showcasing Air District	Logo identification on press materials and conference signage Preferred exhibition space to showcase Bay Area Air District programs and initiatives Acknowledgement from presenters at the conference event One prominently displayed corporate banner
Bike Month Sponsorship 2026	Showcasing Air District	• Name or logo included on all May Bike Month emails from NCBC, reaching 1,900 subscribers. Bikefest: • Exclusive thank you and brand promotion via NCBC social media platforms • Acknowledgement and logo placement on NCBC website for one (1) year • Logo on Event Thank you banner • Logo on Bikefest print and digital posters advertised and distributed to businesses and nonprofits • Three (3) on-stage sponsor shoutouts • One (1) 10x10 booth space for tabling; and • Logo or name on Event webpage Bike to Work and School Day: • Logo placement on Event T-shirts • Logo placement on Event Tote Bags • Logo on Bike Month print and digital posters advertised and distributed to businesses and nonprofits; and • Logo or name on the Event webpage.
2026 Bike Expo	Showcasing Air District	• Logo on event banners and signs • Logo in digital and print communications about the expo, including posters, ads, press and social media • Inclusion on the SCBC website and in monthly newsletters and annual report • Invitation to host an on-site booth at the expo
Bike East Bay Bike to Wherever Day 2026	Showcasing Air District	Publicity: • Logo recognition on 10,000 distributed canvas bags • Logo recognition on 400+ BTWD t-shirts • Logo recognition on 100+ Energizer Station signs Physical Media • Logo recognition in 2,100 Ride On magazines • 3,000 postcards/100 posters distributed across Alameda and Contra Costa Counties • Inclusion of branded giveaway inside 9,000+ BTWD bags Digital Marketing • Potential offer/ad in digital goodie bag promoted to over 10,000 riders • BTWD E-Newsletters to 21,000+ subscribers • Sponsored Post in (1) E-Newsletter • Event page at BikeEastBay.org: 27,000+ Monthly Visitors • Instagram/FB story mention: 60,000+ monthly views • Instagram/FB/Bluesky post: 17,000+ followers
Cupertino Earth & Arbor Day 2026	Showcasing Air District	• Logo on Earth and Arbor Day sponsorship page with link to sponsor website • Logo on Earth and Arbor Day printed flyer • Company name and website listed on Facebook page event • One booth space (10 feet x 10 feet) at the festival (including 1 table + 2 chairs). (We will bring a tent/canopy).
Butter & Egg Days Festival Booth Exhibit	Showcasing Air District	The \$185 contract includes a 10x10 booth area at the Butter & Egg Days Festival on April 18, 2026.
San Bruno Resilience Fair	Community Partnership	If you sponsor our event with an amount between \$5,000 - \$20,000 We will offer the following - Premier logo placement on event materials, website, and social media - On-stage recognition & speaking opportunity at the event - Exclusive sponsor banner displayed on the event stage - Complimentary vendor booth to promote your business
2026 Toast to Clearing the Air	Education and Training	Silver, \$7,500 Full-page black & white digital program ad 4 Event Tickets Logo displayed during Event Linked logo on Event webpage Recognition in CCA newsletter Tax deduction as allowed by law

Earth Day Napa 2026	Showcasing Air District	• Logo on all EECNC-sponsored print & newspaper advertising • Organization mentioned in radio and TV advertising • Logo on City buses and event stage banner • Logo on napaenvironmentaled.org/earth-day • Display company banner at the event (provided by sponsor) • Acknowledged as a sponsor at Earth Day • Choice of location for a 10 x 10 booth at the event • 10 x 10 tent, table, sandbags, and chair rental provided by EECNC
<i>Sunday Streets 2026 Package</i> • June 14 – Tenderloin • July 19 – Mission Sunday Streets • August 23 – Bayview Sunday Streets • September 19 – South of Market (SOMA) Block Party • September 27 – Fillmore Block Party • October 19 – Excelsior Sunday Streets	Showcasing Air District	With the following benefits at each event: • Onsite Recognition - o Onsite placement at one Sunday Streets; placement includes 1 tent, 1 table and 2 chairs - o Two A-frames with custom signage (with Livable City) • Digital Recognition - o Prominent recognition on Sunday Streets event page and digital event-day program - o Logo recognition in one pre-event newsletter - o Two dedicated social media posts, plus tags, leading up to the event • Print & Press - o Prominent recognition on the printed event poster and event-day program - o Name recognition in event press releases
2026 California Climate Policy Summit	Education and Training	Speaking opportunity or sponsorship of an afternoon breakout track or luncheon VIP check-in and breakfast with Ellie Cohen, The Climate Center CEO Company logo visible on the plenary stage Sponsorship recognition, logo, and verbal, in The Climate Center's remaining webinars in 2026 Verbal recognition of sponsorship during Policy Summit plenary and Climate Leader reception Logo displayed on Policy Summit webpage, promotions, publicity, and community outreach including social media One premium booth in the exhibit area Six complimentary tickets to the Policy Summit \$1,500 credit towards a membership in The Climate Center Business Network
2026 San Mateo County Fair Event is from 6/5-6/14 Staff will only attend during the weekend	Showcasing Air District	• One (1) premium 10' x 10' outdoor display area in prime location; • Signage: - o Placement of DISTRICT's banner at two (2) event entrances; - o Placement of DISTRICT's logo on the 4' x 8' event sponsor "Thank You" banner at two (2) entrance gates; • Advertising & Media Exposure: - o Print Advertising • Placement of DISTRICT's logo on the San Mateo County Fair Daily Schedule (5,000+ copies printed and distributed during the Event); - o Outdoor Advertising • DISTRICT's logo featured on one (1) event sponsor "Thank You" digital sign, displayed for seven seconds per hour on all four (4) of the Event's electronic billboards; - o Internal Advertising • DISTRICT's logo listed on the San Mateo County Fair official website, www.sanmateocountyfair.com, with a hyperlink; • Three (3) social media posts featuring DISTRICT on the San Mateo County Fair's social media channels before and during the Event; - o On-site Exposure • A minimum of four (4) ten-second public address announcements per day mentioning the DISTRICT's sponsorship on the Voice of the Fair; - o Marketing Rights • Opportunity to produce and give away DISTRICT-branded merchandise to Event attendees; - o Trademarks and logos • Royalty-free rights to use San Mateo County Fair marks and logos during the Fair's promotional period; - o Hospitality Rights • Thirty (30) admission tickets; • Twelve (12) parking passes; • Working staff passes and parking passes.
Sustainability Data Centers Symposium	Education and Training	The \$5,000 contribution will grant the below benefits: - Organization name/logo included on event communications and materials - Organization banner and/or materials displayed at registration - Three (3) reserved conference attendee spots - One (1) exhibit table in the main convening hall (tabletop materials only, swag allowed) - Option to sponsor a tote bag or giveaway for attendees
Community Tree Planting	Community Partnership	Branch Out 5k Up to 20 volunteers Community Tree Planting (Saturday morning) Facilitated planting guidance and team-building experience led by experienced staff o Social Media: photos & videos of event featured on all major platforms Spreading Roots 10k up to 25 volunteers • Tree Planting Event or Tree Care Event - o Half-day outdoor event (Saturdays mornings only) - o Facilitated planting guidance and team-building experience led by experienced staff - o Light snacks and lunch provided • Custom sticker featuring your company logo on each tree your group plants • Public acknowledgement at the tree planting • Social Media: photos & videos of event featured on all major platforms - o Photo Opp with our Executive Director or senior staff member

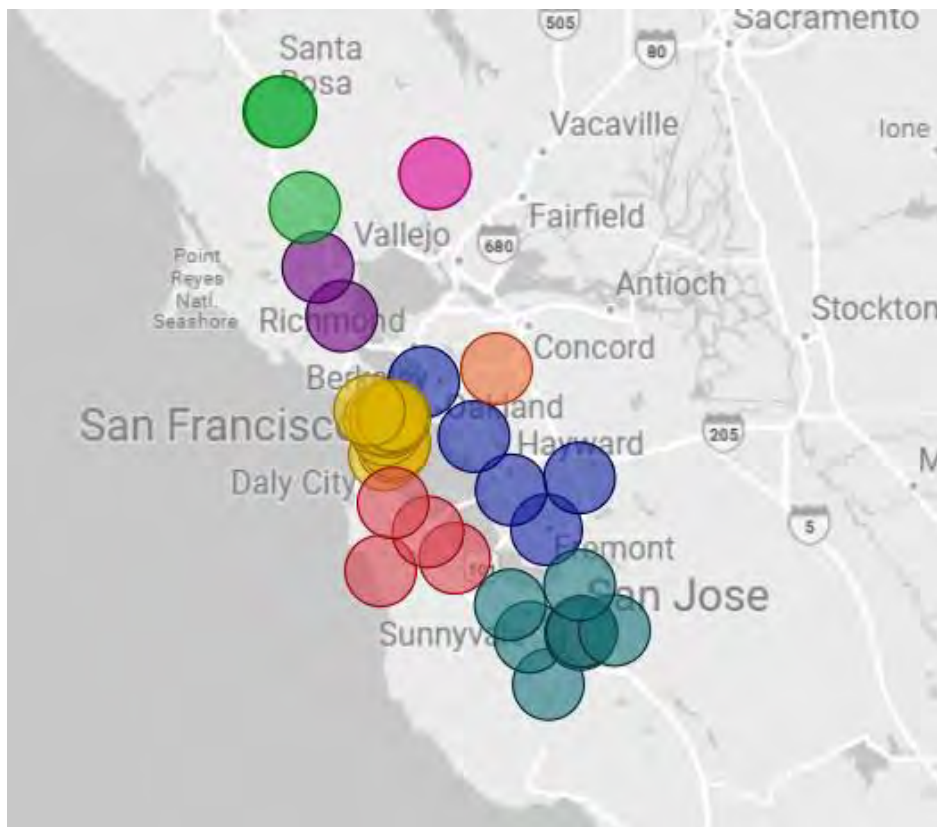
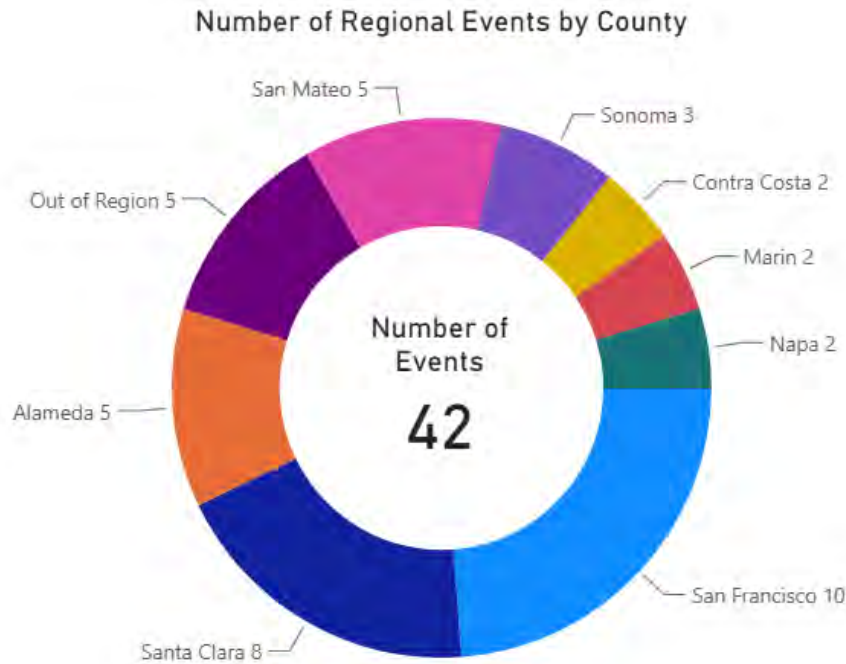
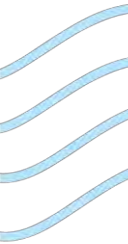
SF Pride Parade 2026	Showcasing Air District	Benefits of our \$45,000 sponsorship include: •Recognition as a Sponsor of the 2026 SF Pride Celebration & Parade (June 27 & 28). •Parade (June 28) contingent with up to 1,000 marchers and a vehicle, subject to the parade rules and regulations •Priority parade lineup placement ahead of non-sponsor corporate contingents •Media & Advertising -Inclusion of STA in "sponsor grid" thanking all sponsors, appearing in multiple locations -Parade route banner ad placement. •Print ("Inside Pride" Guide) -STA logo in sponsor grid -Quarter page ad •Digital -STA logo on sfpride.org/sponsors -STA logo inclusion in SF Pride newsletter
2026 California Hydrogen Summit	Education and Training	Silver Sponsor: \$8,500 (Multiple Opportunities) Pre-Event Benefits • Company listing and hyperlink on the event sponsors' webpage. • Sponsor recognition in emails. • Logo visibility in the Event Overview and Sponsor Prospectus. Onsite Benefits • Three (3) complimentary staff badge registrations. • Logo on session presentation
Alameda County Fair 2026 June 19-July 12	Showcasing Air District	As a 2026 Presenting Sponsor of the AgVenture Park Stage, Spare the Air will gain increased exposure through onsite signage and a digital campaign. The AgVenture Stage has family-friendly entertainment scheduled every day. The Presenting Sponsor level ensures a strong Spare the Air onsite presence every day, with jumbotron impressions, high foot traffic, and heightened digital signage. Stage impressions are as follows: •Onsite Advertising: 23k+ per day •Print Advertising: 4 million per Fair cycle •Onsite Signage: 46k+ per Fair day •Digital Advertising: 7 million+ per Fair cycle Key stage benefits: •Onsite signage throughout the fairgrounds and AgVenture Stage •On-site brand visibility through Jumbotron promotions of the AgVenture Stage •Email inclusions promoting the AgVenture Stage and daily shows •Logo inclusion in Fair website footer with link to Sponsor website and entertainment page •Logo inclusion in printed & digital Alameda County Fair brochures, digital daily schedule •Brand inclusion on social media posts across various platforms •Inclusion in digital and onsite maps, inclusion on "Thank You Sponsors" banners Key Mobile Marketing benefits: •Booth for the following 2 high foot traffic weekends: June 20-21 and July 4-5 (opening weekend and July 4 weekend) •Logo on Thank You Sponsors Banner at each entrance •Logo and link included on the Thank You Sponsors at the bottom of each page •Logo included on the Fair time digital brochure
Marin County Fair 2026 July 1 - July 5	Showcasing Air District	Below are the benefits of our \$10,000 sponsorship: •Logo Recognition in Fair Brochure •Logo Inclusion on Sponsor Thank You email •Logo Recognition on Fair Website •Logo Inclusion on Fair Sponsor Wall •Sponsor Banner onsite at the Ferris Wheel •10 x 10 Outreach Booth on day of choice (July 4) •Admission and parking passes for working staff (VIP/general admission not included)
Sonoma County Fair 2026 August 7 - August 16	Showcasing Air District	Below are the benefits of our \$10,000 sponsorship: Display Area For the 2026 Sonoma County Fair, STA will receive one (1) 10' x 10' premium outdoor display space for both weekends of the Fair (8/8-8/9, 8/14-8/16) to promote STA campaign, hand out brochures, and educate and interact with attendees regarding air quality and wood smoke reduction. Signage •Prominent signage professionally incorporated at the Park Stage (signs provided by STA, placed by the Fair, with size and location mutually agreed upon) – I'll be shipping 3x8 signs. Advertising and Media Exposure Print •Logo inclusion in post-Fair Thank You ad in a Sunday issue of The Press Democrat Outdoor •STA graphic image or logo will be displayed hourly on the Fair's Electronic Billboard hourly, each day of the Fair Internet •Logo and hyperlink inclusion on the Fair's Official website, www.sonomacountyfair.com •Logo inclusion and designation as an Official Partner of the Park Stage on pages of the Fair's Official Website specific to the Park Stage On-Site •Minimum of one (1) Sponsor Thank You announcement with designation as an Official Sponsor of the Park Stage Marketing Rights •Opportunity to produce and give away themed merchandise to Fair attendees •Royalty-free rights to use the Sonoma County Fair marks and logos during the Sonoma County Fair promotional period, July 1 – August 16 Hospitality Package •Working staff admission passes and parking (amount TBD and mutually agreed upon) •Twenty (20) Admission Tickets and Ten (10) Parking Passes

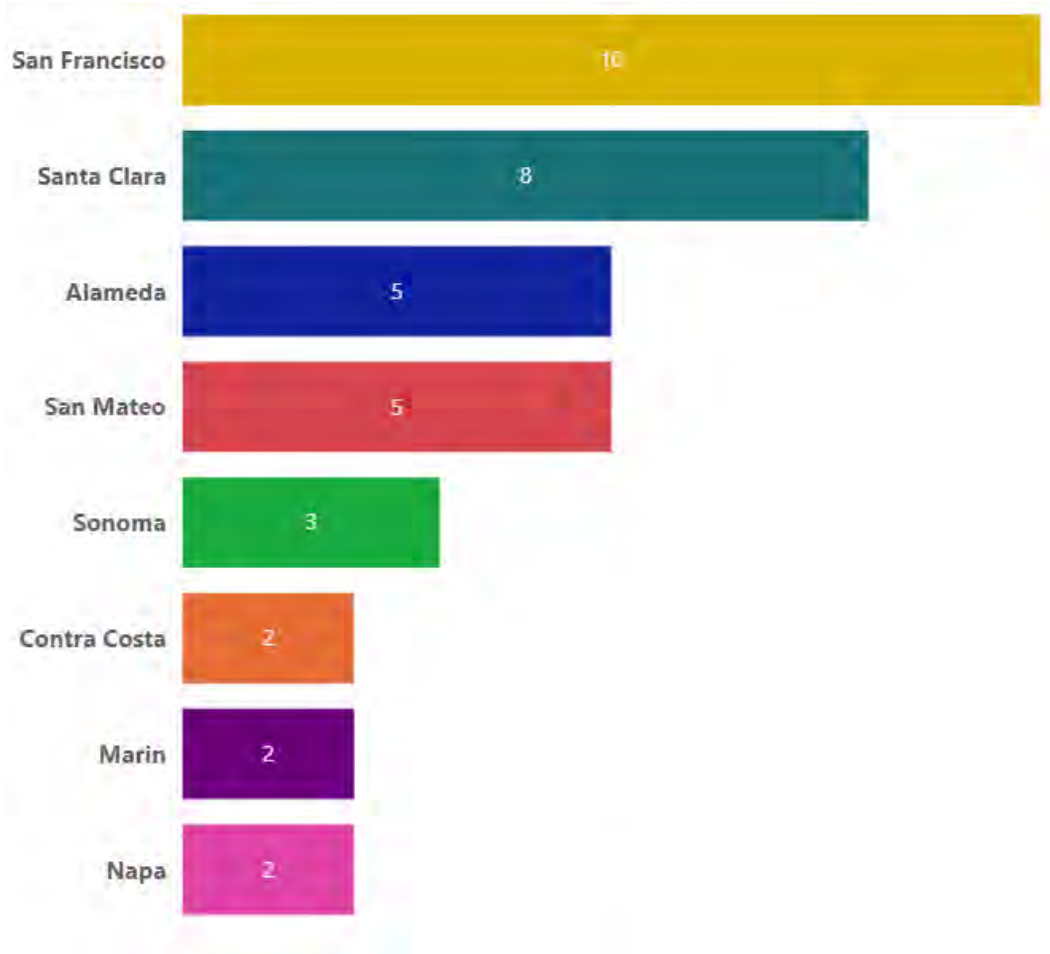
<i>Bike the Bridges 2026</i>	Showcasing Air District	• Logo on t-shirt for all cycling participants • One (1) 10'x10' space to interact with riders and distribute marketing materials • Logo inclusion on the Bike the Bridges e-newsletter and event website • Logo inclusion on one (1) event-day banner • Logo inclusion on post-event email to all participants and attendees
<i>Glad Tidings Summer Festival</i>	Community Partnership	• Recognition at the Summer Festival • 5 Personalized Walkway Bricks at FLC • Recognition as an event sponsor on our GTCDC website. • Half Page Digital Ad in new business "yellow pages"
<i>City of Benicia 3rd of July Parade and 4th of July Fireworks Celebration July 3-4, 2026</i>	Showcasing Air District	The total fundraising goal for the event is \$50,000, which will support the fireworks display and essential event costs such as cleanup, portable restrooms, equipment rentals, logistics, and related public services. A \$25,000 sponsorship from the Air District will provide cornerstone support for the celebration and help ensure that Benicia can deliver a safe, welcoming, and memorable event during this once-in-a-generation anniversary year. This sponsorship would also align with the Air District's mission to improve air quality, protect public health, and support communities throughout the Bay Area. Benicia has a long and complex relationship with regional air quality issues, and the community is now navigating broader questions related to economic transition, environmental health, and long-term resilience. By supporting this civic celebration, the Air District can reinforce its role not only as a regulatory agency, but also as a public health and community partner that is present, responsive, and invested in the well-being of Benicia residents. SolTrans has also advised the city that it intends to participate in the 3rd of July Parade with electric buses, creating a visible clean transportation component within the celebration. This participation will help showcase the region's transition to zero-emission public transit and provides a natural connection to the Air District's priorities around emissions reduction, clean mobility, and public awareness. The presence of electric buses in the parade will allow residents and visitors to see clean transportation technology in a highly accessible community setting, further strengthening the public education and community engagement value of the Air District's sponsorship. A sponsorship would provide the Air District with a positive and highly visible opportunity to engage directly with the Benicia community. Given the public's attention surrounding recent air quality enforcement actions and the community's close connection to refinery operations, many residents are seeking reassurance that regional environmental leadership can also be responsive to local needs. Supporting this milestone celebration would allow the Air District to put forward a constructive and community-centered presence while continuing to advance its mission of clean air, public health, and environmental accountability. Through recognition in event materials, press releases, social media, newsletters, event signage, and public acknowledgments, the Air District would be able to connect with thousands of residents and visitors while sharing information about its work to reduce pollution, improve air quality, support clean transportation, and protect communities affected by refinery-related environmental impacts. The city would also welcome the opportunity to coordinate with the Air District on appropriate educational materials, tabling, or outreach activities associated with the event.
<i>SMC Intergenerational Climate Roundtable</i>	Education and Training	Bay Area Air District rules 9-4 and 9-6 will be shared with over 150 attendees, and there will be community feedback on the rules.
<i>SF Bayview Plaza EV Test Drive</i>	Showcasing Air District	An opportunity for BAAQMD to promote the Clean Cars for All program in a Bay Area community in need of affordable, cleaner forms of transportation. The Bayview is bisected by the commercial-oriented Third Street corridor and straddles two busy freeways (Interstate-280 and Interstate-101) which bring freight trucks and high-volume commuter traffic adding to the mobile source pollution burdens. The Bayview has also been saddled with legacy pollution from the Naval Shipyard, dust and asbestos from on-going large-scale redevelopment, odors and emissions from wastewater treatment, diesel truck idling, and industrial rendering plants.
<i>Annual Celebration 2026</i>	Community Partnership	Sponsors receive high-visibility recognition across digital campaigns, social media, and throughout the event, reaching our partners and the community members doing this work with us. Sponsor benefits correlate with giving tiers, ranging from \$1,000 - \$10,000. Details for benefits at each giving tier are outlined in the sponsorship information one-pager linked above. Please contact Elinor Nichols, Development & Communications Associate at nichols@risingsunopp.org to discuss further or suggest customized benefits.



2025 Bay Area Air District Sponsorship Report

ADDENDUM





BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: September 2, 2026

Re: Proposed Memorandum of Understanding between the Air District and the
Bay Area Air Quality Management District Employees' Association and
Related Actions

RECOMMENDED ACTION

Adopt a Resolution to:

1. Approve the Proposed Memorandum of Understanding between the Air District and the Bay Area Air Quality Management District Employees' Association;
2. Authorize employee salaries and benefits for represented Technical / General Representation Unit and Professional Employees Representation Unit personnel for Fiscal Year Ending 2027; and
3. Authorize employee salaries and benefits for unrepresented personnel (Management and Confidential) for Fiscal Year Ending 2027.

Authorize:

1. The transfer of \$4,440,804 from the General Fund undesignated reserves for salaries, one-time salary payments and other benefits for the Technical / General Representation Unit and the Professional Employees Representation Unit; and
2. The transfer of \$1,210,923 from the General Fund undesignated reserves for salaries, and other benefits, for unrepresented (Management and Confidential) personnel.

BACKGROUND

The Memorandum of Understanding (MOU) for the Technical / General Representation Unit and the Professional Employees Representation Unit expired on June 30, 2025. Beginning in February 2025, the Air District's negotiators entered successor MOU negotiations with the Bay Area Air Quality Management District Employees' Association (EA) on matters within the scope of bargaining. On July 7, 2026, the Air District and the EA reached a tentative agreement subject to ratification by the members of the EA and

by the Air District's Board of Directors. On July 30, 2026, the members of the EA ratified the agreement.

DISCUSSION

The contract language which amends the current MOU for the Technical / General Representation Unit and the Professional Employees Representation Unit is attached for review. Along with the key changes listed below, language of the MOU was updated to ensure consistency and strive for clarity throughout the MOU. The most significant proposed changes to the existing MOU are as follows:

Article II Recognition, Coverage, Exclusive Representation and Administrative Code References

- References to the 2023 Administrative Code will remain in effect until the parties conclude negotiations of the reopener identified in Article XVII subsection 2 wherein, they would then become inoperable.

Article III Rights and Obligation

- Removes language limiting management rights and reestablishing alignment with MMBA requirements.
- Allows review of technology when employee misconduct has been discovered.

Article IV Grievance Procedure

- Adds a tolling provision to allow the Air District to do preliminary investigations and correct concerns brought to the Air District by the EA prior to the EA filing a grievance.

Article V Disciplinary Procedure

- Changes verbal reprimand to verbal counseling and allows the EO to delegate hearing an appeal of discipline.

Article VI Classification Studies

- Removes the requirement to complete a comprehensive classification and compensation study. The EA may participate in the evaluation panel to review bids, proposals, or qualifications for the selection of a consulting firm if the Air District chooses to use one to do a classification study.

Article VII Salaries

- Effective the first pay period after ratification and approval, wages/salaries of all bargaining unit employees, subject to subsection 7.05, shall be increased by three percent (3%).

- Also effective the first pay period after ratification and approval, the Air District will provide the equivalent of three percent (3%) of wages/salaries for twelve (12) pay periods (twenty-four [24] weeks), paid in a one-time, non-pensionable lump sum payment within four (4) pay periods (eight [8] weeks) after ratification and approval.
- Also effective the first pay period after ratification and approval, the Air District will provide the equivalent of two percent (2%) of wages/salaries, calculated before the above referenced three percent (3%) General Wage Increase (GWI) above is applied, for twelve (12) pay periods (twenty-four [24] weeks) paid in a one-time, non-pensionable lump sum payment within four (4) pay periods (eight [8] weeks) after ratification and approval.
- Effective July 1, 2026, wages/salaries of bargaining unit employees, subject to subsection 7.05, shall be increased by two percent (2%) plus one-half (1/2) of any change to the Consumer Price Index for Urban Wage Earners and Clerical Workers for San Francisco-Oakland-Hayward (CPI-W) for the preceding calendar year, as reported by the Bureau of Labor Statistics, U.S. Department of Labor, over the wages/salaries in effect after the three percent (3%) GWI is applied, which equates to one point fifteen percent (1.15%) for a total of three point fifteen percent (3.15%) GWI. This GWI will commence the first pay period after ratification and approval and the Air District will pay retroactivity to July 1, 2026, within six (6) pay periods (twelve [12] weeks) after ratification and approval.
- Effective the pay period that includes July 1, 2027, wages/salaries of bargaining unit employees, subject to subsection 7.05, shall be increased by two percent (2%) plus one-half (1/2) of any change to the Consumer Price Index for Urban Wage Earners and Clerical Workers for San Francisco-Oakland-Hayward (CPI-W) for the preceding calendar year, as reported by the Bureau of Labor Statistics, U.S. Department of Labor, over the wages/salaries in effect on June 30, 2027 up to a maximum of four percent (4%) GWI.
- Employees who are y-rated as of July 1, 2026 will not receive GWI increases but will receive non-pensionable, lump sum payments equivalent to the negotiated GWI increases.
- Effective June 1, 2024, in the event of a death of an employee who is not eligible for retirement, their surviving spouse or dependent, may elect to receive a single payment up to a maximum of eighty (80) hours of the accrued and available sick leave.
- Created Temporary Assignment Pay (two-point five percent [2.5%]) for employees temporarily doing some of the higher-level duties of a vacant or absent position and established that Acting Pay is only paid when doing all the duties of a position.
- The total length a particular position filled through an Acting and/or Temporary Assignment typically shall be no longer than twelve (12) months.
- Stand by pay increased to the San Francisco minimum wage.
- Bilingual pay was changed to five percent (5%) of the employee's base hourly rate.
- Added a section on how overpayment is handled.

Article VIII Employment and Merit Increases

- Updates language referring to evaluation ratings to the new evaluation ratings system.
- Employees promoted to Supervisor are subject to a nine (9)-to-twelve (12)-month probationary period and the manager may decide when between nine (9) and twelve (12) months the probationary period ends.
- Employees who are promoted or transferred during the initial hire probationary period will complete their initial hire probationary period post promotion or transfer and the probationary periods will run concurrently.
- A new employee's probation can be extended by up to six (6) months. Generally, the employee must be told at least ninety (90) days before probation ends—both verbally and in writing—about performance issues that could lead to an extension or termination. The Association must be notified within five (5) days after the employee is informed of the extension.
- Adds a section on non-competitive in-series advances which defines the advancement series, describes the process and criteria to advance, and the dispute process for non-advancement.

Article IX Hours of Work

- Clarifies that workweek schedules are subject to management approval and defines the compressed workweek.
- Specifies that any and all accrued compensatory time must be paid out prior to any promotion that creates an increase in the rate of pay.
- Requires pre-approval for overtime except in an emergency situation.

Article X Reduction in Force

- No change.

Article XI Fringe Benefits

- For employees who elect to cover their family with medical benefits, the Air District will add an additional one-hundred dollars (\$100) per month to the Fringe Benefit Allowance (FBA).
- Adds in a provision for payment of residential parking fees to employees assigned an Air District vehicle, not to exceed the annual cost of a San Francisco residential parking permit (currently \$215).
- Carpool benefit increases to eight dollars (\$8) per day for carpool driver and four dollars (\$4) per day for carpool passenger.
- Job Related Reimbursement increased up to \$2,750 per employee with a maximum of \$50,000 per year for the EA members who are permanent non-probationary employees.
- Skills Enhancement Reimbursement increased up to \$1,750 per employee with a maximum of \$40,000 per year for the EA members who are permanent non-

probationary employees.

- Student Loan Repayment increased up to \$2,500 per employee with a maximum of \$50,000 per year for the EA members who are permanent non-probationary employees.
- Qualified pension plan contributions increased to \$325 per month.
- Transit subsidy amount increased to the IRS maximum, currently \$340 per month.
- Contribution to Medicare Part B for retirees increased from \$10,000 to \$50,000.

Article XII Leave and Holidays

- Increases the annual cap from 460 to 500 establishing a true cap for vacation hours.
- Clarifies the timing to be eligible for the vacation sell back program.
- Creates a limit on benevolent leave donations unless approved by the EO.
- Clarifies that an employee must exhaust float and compensatory time off balances to zero (0) and annual leave balance to eighty (80) hours before leave without pay will be granted.
- Adds Paid Parental/Familial Leave allowing employees to take up to 120 hours of paid time off per twelve (12) month period upon birth, adoption, or placement of a foster child or to attend to a seriously ill family member.

Article XV Personnel Transactions and Records

- Removes language stating that to make policy changes the EA must concur with those changes.

Article XVI Method of Filling Vacancies

- Adds procedures for transfers and underfills.
- Allows consideration of discipline or performance evaluation as part of the process of filling vacancies.
- Ensures Human Resources Division (HRD) involvement in the Minimum Qualification (MQ) appeal process.
- Changes the procedure for recruitment and selection, lowering the number of panel members from three (3) to two (2) to screen and develop an eligibility list.
- Allows the use of a one-way video recording platform for additional questions during the screening panel.
- In an open recruitment, the four (4) highest scoring unit members in the top ten (10) scoring applicants shall go to the final step, hiring interviews skipping the panel interviews, a change from all unit members moving to final step.
- In an internal recruitment, if there are five (5) or fewer qualified applicants, all applicants with a passing score shall go to the final step, hiring interviews skipping the panel interviews.
- For the panel interview, it is up to the Hiring Manager and HRD to determine how many of the candidates who passed the screening will be interviewed.

- In the hiring interview, the Hiring Manager and at least one (1) other individual who is in a higher classification than the open position will interview those candidates that passed the panel interview as well as internal represented employees who skipped the panel interview.
- The hiring interview will have a written scoring criteria associating qualifications and/or responses to the questions with a point total. Those points are weighed based on the Air District's operational needs.
- After the hiring interview, the Hiring Manager will draft and submit all supporting documentation including scoring sheets, interview notes, and justification to the HRD for review. Only after HRD approval will the hiring recommendation be submitted to the EO for approval.
- Develops an active eligibility list at the screening step for future vacancies in the same classification which is active for up to twelve (12) months from the date the list was established.
- Increases the total number of hours combined in the College and High School Internship program to 12,000 hours on a fiscal year basis.
- Establishes the Environmental Justice (EJ) Fellowship program allowing up to ten (10) Fellows in the 2026/27 fiscal year and up to fifteen (15) Fellows in the 2027/28 fiscal year. The EJ Fellows pay is the lowest compensated bargaining unit classification in the Division to which they are assigned depending on whether the Fellow has completed their bachelor's degree.
- The Air District will pay EA the equivalent amount of dues the College Interns and EJ Fellows would have paid had they been EA members.
- Allows hiring five (5) three -(3) year termed Limited Term Contract Employee (LTCE) positions that were approved by the Board on June 5, 2024 and June 4, 2025, subject to the funding requirements of other LTCE positions.
- Develops the Permitting Backlog Reduction LTCEs which includes up to fifteen (15) LTCEs on a three- (3) year term in a non-supervisory classification and one supervisory position to alleviate the permit backlog. The section details rights for permanent Air District employees who move to the backlog team during this time span and the rights of the LTCE employees to move to a vacant AQE I/II position. The Air District will pay EA the dues for the LTCEs in the backlog reduction program. Three (3) years after ratification and approval of the MOU, the Air District's authority to appoint the LTCEs in the Backlog program will expire unless extended by mutual agreement between the EA and the Air District.

Article XVII Memorandum of Understanding

- Parties will meet and confer over the 2023 Administrative Code and implementation of Personnel Policies.
- After ratification, parties will reopen and continue to meet and confer on provisions of the MOU that refer to the 2023 Administrative Code. Any reference to the 2023 Administrative Code in the MOU will be deleted and replaced with either updated reference to new Administrative Code or Personnel Policy.
- Changes affecting wages, hours, terms or conditions of employment of EA members must have mutual agreement of the parties, but the EA will not

unreasonably withhold mutual agreement.

Article XX Term of Agreement

- Increases the required notice period from ninety (90) days to one hundred and fifty (150) days meaning contract negotiations must begin at least five months before the MOU expires.
- Three- (3) year term ending June 30, 2028.

On June 3, 2026, the Board of Directors adopted a compensation package for unrepresented employees effective on July 1, 2026, including:

- Salary increase of two and one-half percent (2.5%).
- Transit subsidy amount increased to the IRS maximum, currently \$340 per month.
- The annual leave cap is four hundred and sixty (460) hours and all hours in excess of four hundred and sixty (460) will be paid as a one-(1) time lump sum payment and/or contribution to an employee eligible deferred compensation plan.

Consistent with the Air District's practice of maintaining parity among employee groups, salary and benefit adjustments approved for represented employees will also be applied to unrepresented employees, including Confidential and Management classifications, as outlined in the revised Management and Confidential Benefits Program, as outlined in the revised Management and Confidential Benefits Program. In lieu of the Fiscal Year Ending 2026 one-time retroactive lump sum payments provided to represented employees, unrepresented employees will receive a one-time allocation of Management Leave or Floating Holiday Leave, as applicable to their classification (to management and confidential employees, respectively).

The complete Fiscal Year Ending (FYE) 2027 compensation package for represented and unrepresented employees is submitted for Board approval by resolution. The compensation adjustments are reflected in Attachment 3 and incorporated into the proposed Resolution.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The total cost for Fiscal Year Ending (FYE) 2027 is approximately \$10,324,144. Of this amount, \$4,672,417 is already included in the current budget, and the remaining \$5,651,727 would be funded through a transfer from projected General Fund undesignated reserves, subject to the Board of Directors' approval of the recommended actions.

The projected transfer from General Fund undesignated reserves may be reduced if FY 2027 salary savings exceed current assumptions as a result of higher than anticipated vacancies or other operational efficiencies. These savings would offset a portion of the anticipated costs, thereby decreasing the reliance on reserve funding.

The total projected transfer of \$5,651,727 from General Fund undesignated reserves for FYE 2027 includes the following:

1. A transfer of \$4,440,804 from the General Fund undesignated reserves for general wage increase, one-time salary payments and other benefits for the Technical / General Representation Unit and the Professional Employees Representation Unit; and
2. A transfer of \$1,210,923 from the General Fund undesignated reserves for general wage increases, and other benefits for unrepresented (management and confidential) personnel.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Kathryn Christopherson
Reviewed by: Judy Yu, Clif Brady, Lisa Baker, and Hyacinth Hinojosa

ATTACHMENT(S):

1. Memorandum of Understanding between Air District and Employees' Association
2. Memorandum of Understanding between Air District and Employees' Association - Full Redline
3. Management and Confidential Employee Benefits Program Effective September 2, 2026
4. Salary Schedule Effective July 1, 2026
5. Draft Board Resolution

MEMORANDUM OF UNDERSTANDING

Between

Bay Area Air Quality Management District

And

Bay Area Air Quality Management District
Employees' Association, Inc.

July 1, 2025 to June 30, 2028

(Adopted May 15, 2002)

(Amended November 17, 2004, March 17, 2010, June 15, 2011, June 18, 2014, August 2, 2017, July 31, 2019, June 3, 2020, December 16, 2020, June 16, 2021, November 1, 2023, September 2, 2026)

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ARTICLE I **PARTIES**

SECTION 1.01	DESIGNATION

This Agreement is between the Bay Area Air Quality Management District (hereinafter referred to as “Air District” or “Employer”) and the Bay Area Air Quality Management District Employees’ Association, Inc. (hereinafter referred to as “EA” or the “Association”). This document is referred to herein as either “Agreement” or the “MOU.”

Throughout this MOU, when specific management positions are indicated, such references shall be understood to include the phrase “or his/her designee.”

Throughout this MOU, the term “days” shall refer to calendar days, unless otherwise stated.

SECTION 1.02 NOTIFICATION

Official notification for purposes of this Agreement shall be by U.S. Mail or personal service to:

for the Air District
Executive Officer (EO)
Bay Area Air Quality Management
District 375 Beale Street Suite 600
San Francisco, CA 94105

for the Association
(personal service)
President (or Designee)

(U.S. Mail)
President (or Designee)

BAAQMD Employees' Association, Inc.
375 Beale Street Suite 600
San Francisco, CA 94105

BAAQMD Employees' Association, Inc
P.O. Box 420434
San Francisco, CA 94109

**ARTICLE II RECOGNITION, COVERAGE, EXCLUSIVE REPRESENTATION
AND ADMINISTRATIVE CODE REFERENCES**

SECTION 2.01 RECOGNITION

The Bay Area Air Quality Management District (Air District) has recognized the Bay Area Air Quality Management District Employees' Association, Inc. (Association) as the representative of the employees in the Technical/General representation unit and the Professional Employees' representation unit for all matters of employer-employee relations. Hereinafter, the term Association will apply to either or both units as applicable and appropriate.

SECTION 2.02 COVERAGE OF EMPLOYEES

The classifications within each unit are listed in Appendix A. For the purpose of this Memorandum of Understanding (MOU), the classification system which is adopted by the Board of Directors and maintained by Human Resources Division (HRD) is the source for determination of unit representation. Appendix A may periodically be amended as needed and appropriate in accordance with Article VI of this MOU or the MMBA meet and confer processes with the Association (e.g., new classifications) in order to maintain appropriate classification of Air District employees.

1. The Air District will notify the Association's Recording Secretary within ten (10) days when a new employee is hired into regular employment in a bargaining unit position.

SECTION 2.03 EXCLUSIVE REPRESENTATION BY THE ASSOCIATION

The Air District agrees that during the term this MOU is in effect, the Association shall be the exclusive bargaining agent of those employees covered by this MOU.

SECTION 2.04 NEW EMPLOYEE ORIENTATION

The Association will be allowed representatives at all Air District employee orientations where new employees represented by the Association will be attending, consistent with California Government Code Sections 3556-3557. The Association representatives may make a presentation and answer questions from employees in classifications represented by the Association for a period not to exceed thirty (30) minutes. The Association may present information packets to represented employees at the orientation. When possible, the Air District will notify the Association thirty (30) days in advance of the date and time of the orientation sessions, or as soon as possible beforehand if scheduled fewer than thirty (30) days in advance.

SECTION 2.05 EMPLOYEE INFORMATION

Except as otherwise provided in this section and in accordance with California Government Code Section 3558, each quarter of the year (January 1st, April 1st, July 1st, and October 1st) the Air District shall provide the Association with a report containing the following information:

1. each bargaining unit employee's name;
2. job title;
3. classification;
4. work location;
5. work phone numbers;

6. work email address;
7. home and personal cellular telephone contact numbers on file with the Air District*;
8. personal email addresses on file with the Air District*;
9. home address on file with the Air District*; and
10. the amounts deducted pursuant to Section 2.06, including the accumulated total annual amount deducted per employee.

* Pursuant to Government Code Sections 3558, upon written request by any employee of a need for privacy, the Air District shall not disclose that employee's home address, home telephone number, personal cellular telephone number, or personal email address. The Air District shall not in any manner solicit any new or current employee to submit such written request of a need for privacy.

SECTION 2.06 DUES DEDUCTIONS

The parties agree that the Air District will provide payroll deductions to the Association on the following terms:

1. Authorization:

The Association will maintain records of employee authorizations for dues deductions and will provide the Air District with information proof of authorization upon execution. The Air District shall deduct dues and initiation fees from the salaries of unit members every pay day and remit the total deductions to the Association member designated in writing as the person authorized to receive such funds, and at the address specified by the Association.

Such remittance will be a spreadsheet containing an itemized statement and will be made to the Association no later than seven (7) days following the payday. No deductions shall be made except in accordance with a deduction authorization form individually and voluntarily executed by the employee for whom the deduction is made.

2. Amount of Dues:

The Association shall certify to the Air District in writing the current rate of membership dues and initiation fees. The Air District shall put into effect any new, changed, or discontinued deduction no later than the beginning of the second pay period after receipt of written notice from the Association.

SECTION 2.07 INDEMNIFICATION

The Association will defend, indemnify, and hold harmless the Air District from any loss, liability, or cause of action arising out of the operation of this Article, except the intentional failure of the Air District to transmit monies deducted from employees to the Association pursuant to this Article. The indemnity obligation is more fully set forth as

follows. Upon commencement of any such legal action, the Air District shall have the right to decide and determine whether any claim, liability, suit or judgment made or brought against the Air District because of such action shall or shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of the Air District shall not diminish the Association's indemnification obligations under this agreement.

The Air District, immediately upon receipt of notice of such legal action, shall inform the Association of such action; provide the Association with all information, documents and assistance necessary for the Air District's defense or settlement of such action; and fully cooperate with the Association in providing all necessary witnesses, experts, and assistance necessary for said defense.

SECTION 2.08 ADMINISTRATIVE CODE REFERENCES

References within this MOU to the Administrative Code refer to the Administrative Code as it previously existed as of July 1, 2023. Those references remain in effect until the conclusion of the reopener on that particular subsection as identified in Article XVII, Subsection 2, at which time the references become inoperable.

ARTICLE III RIGHTS AND OBLIGATIONS

SECTION 3.01 EQUAL EMPLOYMENT OPPORTUNITY

It is the Air District's 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, color, religion, sex (including pregnancy, gender identity, and sexual orientation), parental status, national origin, age, disability, genetic information (including family medical history), political affiliation, military service, or other protected characteristics. This Section is not subject to the Grievance Procedure of this MOU.

SECTION 3.02 EMPLOYEE RIGHTS

1. The rights of employees of the Air District include, but are not limited to, the right to, subject to the provisions of this MOU and consistent with applicable laws and regulations:
 - A. 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.
 - B. Refuse to join or participate in the activities of any employee organizations.

2. 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 Section 3504 of the Meyers-Milias-Brown Act (MMBA) and will automatically be amended to reflect any amendment to or replacement of said statutory section on the effective date of any such change.
3. The Air District and the Association shall not interfere with, intimidate, restrain, coerce, retaliate, or discriminate against employees because of their exercise of these rights.
4. The Air District will meet and confer with the Association consistent with the MMBA and the terms of this MOU.

SECTION 3.03 PHYSICAL EXAMINATION

The Air District may require a physical examination or a personal statement of good health after an employment offer has been made.

SECTION 3.04 SEXUAL HARASSMENT AND OTHER UNACCEPTABLE CONDUCT

Division III, Section 3.6 of the Air District's 2023 Administrative Code is incorporated herein, and made a part hereof by this reference. This section is excluded from the grievance procedure.

SECTION 3.05 EMPLOYEES' TIME OFF TO VOTE

Division III, Section 3.7 of the Air District's 2023 Administrative Code is incorporated herein, and made a part hereof by this reference.

SECTION 3.06 DRUG-FREE WORKPLACE

Division III, Section 3.8 of the Air District's 2023 Administrative Code is incorporated herein, and made a part hereof by this reference.

SECTION 3.07 SAFETY

Division III, Section 3.9 of the Air District's 2023 Administrative Code is incorporated herein, and made a part hereof by this reference.

SECTION 3.08 WORKPLACE VIOLENCE

Division III, Section 3.10 of the Air District's 2023 Administrative Code is incorporated herein, and made a part hereof by this reference.

SECTION 3.09 SMOKE AND TOBACCO FREE WORK SITE

Division III, Section 3.11 of the Air District's 2023 Administrative Code is incorporated herein, and made a part hereof by this reference.

SECTION 3.10 ASSOCIATION RIGHTS

Nothing contained in this MOU shall be interpreted or construed in any way that prohibits or restricts the Association of its rights granted by law and accordingly the Association retains all rights guaranteed to employee organizations under the MMBA (Government Code Sections 3500 and following), the Public Records Act (Government Code Sections 6250 and following) and all other applicable provisions of law.

SECTION 3.11 MANAGEMENT RIGHTS

The rights of the Air District include, but are not limited to, the exclusive right to, subject to the provisions of this MOU and consistent with applicable laws and regulations:

1. Determine the mission of its constituent departments, boards, and committees.
2. Set standards of service.
3. Determine the procedures and standards of selections for employment and promotion.
4. 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.
5. Maintain the efficiency of governmental operations and exercise complete control and discretion over its organization and the technology of performing its work.
6. Determine the methods, means, and personnel by which government operations are to be conducted.
7. Determine the content of job classifications.
8. Take all necessary actions to carry out its mission in emergencies.

The Air District will not use the provisions of this Article, for the purpose of discriminating against any employee or to avoid or evade the provisions of this MOU.

The provisions of this Article do not absolve the Air District, if required by the MMBA or explicit terms of this MOU, from an obligation to meet and confer with the Association in advance of taking any action changing, modifying, or affecting employee wages, hours or working conditions.

This Section is not subject to the Grievance Procedure.

SECTION 3.12 SURVEILLANCE CAMERAS, TECHNOLOGY AND MONITORING

1. The Air District shall not use surveillance cameras/technology and related equipment (e.g., electronic access control system, proximity identification cards) to monitor the activities of bargaining unit employees.
2. Information obtained through the security use of surveillance cameras, GPS, Telematics, Fastrak records and related equipment (e.g., electronic access control system, proximity identification cards) shall not serve as the basis for disciplinary action except as provided below.

The Grievant, Air District, Association, and Arbitrator may review and refer to records from such technology to resolve factual disputes that may arise in the course of the processing of a grievance that has been filed pursuant to a disciplinary action.

The Air District, upon request of the Grievant, shall provide copies of the records within five (5) working days.

Further, absent an independent reason to believe that a violation of the law or Air District policies, procedures, rules or this MOU has occurred, the Air District shall not review records from such technology for the purpose of investigating and/or evaluating employee conduct at work. This provision, however, does not prohibit the Air District from disciplining employees based on information discovered during the Air District's routine review of such technology, provided such review is not for the purpose of monitoring, investigating or evaluating employee conduct. This provision also does not prohibit the Air District from reviewing such technology if the review was prompted independent of the use of such technology as described above (e.g., witness report of a violation of law or Air District policy, etc.).

ARTICLE IV

GRIEVANCE PROCEDURE

SECTION 4.01 **DEFINITION OF A GRIEVANCE**

A grievance is a claimed violation, misinterpretation, inequitable application of, or non-compliance with, a specific provision of this MOU, or any disputed disciplinary action against an employee or employees covered by this MOU.

SECTION 4.02 **ASSOCIATION AS THE GRIEVANT**

The Association may be the grievant.

Process: When the Association is the grievant the Association shall file the first step with the Director Human Resources (DHR). The Association shall submit the grievance in writing. The written grievance shall state the factual particulars of the matter, any provision(s) of the MOU that has allegedly been misinterpreted or misapplied, how the alleged misinterpretation or misapplication has affected the grievant to the grievant's detriment, and the redress sought. The DHR shall meet with the Association representative(s) and respond to the grievance within the proper time limits. The response shall be in writing and set forth the reason(s) therefore. Except as otherwise specified herein, all of the rights, responsibilities and procedures of the grievance procedure apply to grievances filed by the Association. If a grievance is not resolved to the satisfaction of the Association, the Association may submit the grievance in writing to the EO as set forth in 4.05 Step 3 below:

SECTION 4.03 **TIME LIMITS**

1. The employee and/or the Association must initiate a grievance within thirty (30) working days from the event giving rise to the grievance or from the date the employee could reasonably have been expected to have had knowledge of such event.
2. At each step, Air District representatives shall have fifteen (15) working days from the filing of the grievance to meet with the grievant and Association representative(s) and to respond to the grievance in writing. In the event that the Air District fails to respond to a grievance within specified timelines the grievant has the right to continue to process the grievance at the next higher step in the process.
3. If a grievance is not resolved to the satisfaction of the grievant at each step below, the grievant may within fifteen (15) working days, submit the grievance in writing to the next higher step. Failure of the grievant to act within the specified time limits, unless such time limits are extended, shall dismiss and nullify the grievance.
4. These time limits may only be extended by mutual written agreement by the parties.

5. In an effort to resolve potential violations of the MOU at the lowest level possible, the EA is encouraged to notify the Air District in writing of any potential violation so that the Air District may do an informal review/investigation. This notice will serve to extend the grievance deadline until the Air District responds to the EA in writing, informing the EA if the Air District is reviewing/investigating the possible violation. If the Air District initiates this review/investigation, it will provide the EA with a brief description of the nature of the review/investigation. The Air District will provide periodic updates to the EA regarding the status of the investigation, including anticipated timelines for completion. The EA's time to file a grievance will be tolled during the pendency of the review/investigation. Once the Air District notifies the EA in writing that it does not intend to review/investigate or the review/investigation is complete, the EA has fifteen (15) working days to file the grievance if the issue is not resolved to their satisfaction.

SECTION 4.04 REPRESENTATION

The Association may represent the employee(s) at any stage of the process contained herein.

SECTION 4.05 PROCEDURE

Grievances filed, except when the Association is the grievant, shall be processed in the following manner:

Step 1: The grievant shall discuss the grievance with their immediate supervisor and/or section manager who shall meet with the employee and Association representative(s) and respond to the grievance within the proper time limits as set forth in Section 4.03.2 above. The response shall be in writing and set forth the reason(s) therefor.

Step 2: If a grievance is not resolved to the satisfaction of the grievant in Step 1 above, the grievant may submit the grievance in writing to the HRD. The HRD shall either process the grievance at Step 2 or shall route the grievance to the appropriate Division Director for step 2 processing. The written grievance shall state the factual particulars of the matter, any provision(s) of the MOU that has allegedly been violated or misapplied, how the alleged violation or misapplication has affected the grievant to the grievant's detriment, and the redress sought. The grievant shall provide a copy of the grievance to the Association. The Division Director or DHR shall meet with the grievant and Association representative(s) and respond to the grievance within the proper time limits. The response shall be in writing and set forth the reason(s) therefor.

Step 3: If a grievance is not resolved to the satisfaction of the grievant in Step 2 above, the grievant may submit the grievance in writing to the EO or designee. The grievant shall provide a copy of the grievance to the Association. The EO shall meet with the grievant and Association representative(s) and respond to the grievance within the proper time limits. The response shall be in writing and set forth the reason(s) therefor.

Step 3A: Request for Mediation

If the grievant is not satisfied with the written response of the EO, he/she may within the time limits specified in this Article request that the matter be submitted to Mediation. Mediation shall be by mutual written agreement of the grievant and the EO. If Mediation is not agreed upon, the grievant may proceed to Step 4. If Mediation is agreed upon, within ten (10) working days from receipt of the EO's response, the parties shall request that a Mediator be appointed by the State Mediation and Conciliation Services.

Step 4: If a grievance is not resolved to the satisfaction of the grievant in Step 3 above, the grievant may, within ten (10) working days, submit the grievance to binding arbitration. The rules and procedures of the American Arbitration Association will prevail.

SECTION 4.06 DISCIPLINARY DISPUTES

The decision to proceed to binding arbitration regarding disciplinary complaints shall be at the sole discretion of the grievant.

SECTION 4.07 MOU DISPUTES

An employee or Association claim of an alleged violation of a specific section of the MOU may be submitted to binding arbitration. Such request for binding arbitration shall come only from the Association Board of Directors. An individual member may not file for arbitration on a dispute of the MOU.

SECTION 4.08 REQUEST FOR ARBITRATION

A written request for arbitration shall be submitted to the EO within ten (10) working days following the receipt of the EO's written response as required in 4.05 Step 3 above, or the conclusion of mediation, if mediation does not resolve the grievance to the satisfaction of the grievant.

SECTION 4.09 SELECTION OF AN ARBITRATOR

The Air District and the grievant(s) will select an arbitrator from the California State Mediation and Conciliation Service. If the grievant(s) is (are) represented by the Employees' Association, then the Employee's Association President or designee and the District will select an arbitrator from the California State Mediation and Conciliation Service. If the parties cannot agree on the selection of an arbitrator, the grievant will request of the California State Mediation and Conciliation Service a list of nine (9) arbitrators. Within ten (10) working days from the receipt of the list of nine (9) arbitrators, each party beginning by lot shall alternatively cross off one name on the list; the first party to cross off a name will be selected by a flip of a coin. The final name left on the list shall be the arbitrator if he/she agrees to serve. If he/she will not serve, the process shall be repeated until an arbitrator is found. The rules and procedures of the California State Mediation and Conciliation Service will prevail.

SECTION 4.10 DECISION OF THE ARBITRATOR

The decision of the arbitrator shall be final and binding on the parties and on any affected employees covered by this agreement. Such decision shall be issued in writing.

SECTION 4.11 FEES AND EXPENSES

The fees of the arbitrator and related expenses shall be shared equally by the Air District and the grievant.

SECTION 4.12 LIMITATIONS ON ARBITRATOR'S AUTHORITY AND JURISDICTION

The limitations on the arbitrator's authority and jurisdiction are as set forth below:

1. No arbitrator shall entertain, hear, or decide any dispute unless such dispute involves a represented employee and unless such dispute falls within the grievance procedure as set forth in section 4.01 Definition of a Grievance.
2. Any dispute regarding whether an issue is grievable or applicable to arbitration shall be determined by the arbitrator as an initial determination prior to proceeding with the hearing on the merits of the grievance.
3. No arbitrator shall entertain, hear, decide, or make recommendations on any disciplinary action unless such dispute involves a bargaining unit employee who has successfully completed an initial (new hire) probationary period and who has availed him/herself of the response and appeals procedures of the Disciplinary Procedures Article of this Agreement.

ARTICLE V **DISCIPLINARY PROCEDURE**

SECTION 5.01 PROGRESSIVE DISCIPLINE

In order to maintain the orderly and efficient operation of the Air District, it may be necessary for Air District Management to impose discipline on an employee who violates work instructions or Air District policies and procedures, whose service is unsatisfactory, whose conduct is unacceptable or for other just cause. However, no employee shall be disciplined without just and sufficient cause.

The administration of discipline by Air District Management is intended to be corrective rather than punitive, and discipline will normally be imposed in progressive steps. The progressive steps in the imposition of discipline will normally include: (a) informal Verbal

Counseling, (b) formal Written Reprimand, (c) One-Day Suspension, (d) Extended Suspension and (e) Dismissal.

An employee who has been demoted, suspended or terminated from employment may appeal such disciplinary action in accordance with ARTICLE IV of this MOU. An employee may provide a written response to any written disciplinary action taken against that employee.

SECTION 5.02 GROUNDS FOR DISCIPLINE

Disciplinary Action shall be for fact(s) which establish unacceptable conduct such as, but not limited to, one or more of the following:

1. Fraud in securing employment or promotion.
2. Incompetence.
3. Inefficiency.
4. Inexcusable neglect of duty.
5. Insubordination.
6. Failure to follow District policy.
7. Dishonesty.
8. Being under the influence of alcohol or illicit drugs while on duty.
9. Unexcused absence or a pattern of repeated tardiness without prior approval.
10. Conviction of a felony or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of the employee's position. A plea of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this Section.
11. Discourteous treatment of the public, other employees, Interns, Fellows, or contract or temporary employees.
12. Political activity prohibited by state or federal law.
13. Engaging in harassment of or discrimination towards another employee, Intern, Fellow, or contract or temporary employee. or member of the public.
14. Refusal to take and sign any oath or affirmation which is a federal, state or Air District requirement.
15. Any failure of good behavior during duty hours which is of such nature that it causes discredit to the Air District or the employee's employment.
16. Failure to possess or keep in effect any license, certificate or other similar requirement specified in the employee's position specification as a condition of employment.

SECTION 5.03 VERBAL COUNSELING AND WRITTEN REPRIMAND

1. The initial step in the imposition of discipline is normally a Verbal Counseling. When delivering the Verbal Counseling, the supervisor shall identify the action(s)

which the employee should take to correct the basis for the Verbal Counseling. A Verbal Counseling is an informal disciplinary measure and is not entered in the employee's personnel record unless discipline progresses to a Written Reprimand or beyond.

2. If, after receiving a Verbal Counseling, an employee continues to perform their work in an unsatisfactory manner, to engage in the same violation of an Air District work instruction, policy or procedure, or to manifest the unacceptable behavior or conduct for which the employee received the Verbal Counseling, the employee's immediate supervisor may either: (i) repeat the Verbal Counseling and again identify the action(s) which the employee should take to correct the basis for the reprimand; or (ii) move to the next step of progressive discipline and request the next level supervisor to issue a formal Written Reprimand.
3. A Written Reprimand shall document all previously delivered Verbal Counseling and any previous unsealed discipline, shall state the basis for such Verbal Counseling(s) and/or other unsealed discipline and shall specify the action(s) which the employee should take to correct the basis for the formal Written Reprimand and the possible consequences of a failure by the employee to take such corrective action. A Written Reprimand is a formal disciplinary measure and is entered into the employee's personnel record.
 - A. If, after receiving a formal Written Reprimand, an employee continues to perform their work in an unsatisfactory manner, to engage in the violation of an Air District work instruction, policy or procedure, or to manifest the unacceptable behavior or conduct for which the employee received the Written Reprimand(s), the employee's supervisor may either: (i) repeat the formal Written Reprimand and again identify the action(s) which the employee should take to correct the basis for the reprimand; or (ii) move to the next step of progressive discipline and request the Division Director to issue a One-Day Suspension without pay.
 - B. An employee may appeal a Written Reprimand through the grievance procedure at Step 3. The decision of the EO shall be final. An employee has the right to respond to a Written Reprimand in writing and to have that response attached to the Reprimand in their personnel file.
 - C. If an employee does not receive any discipline more severe than a Verbal Counseling for a period of 18 months then all previous Written Reprimands and Verbal Counselings will be sealed. However, for just cause, the Air District may open the employee's sealed Written Reprimand and/or Verbal Counseling file and use any of the contents contained therein on an as-needed basis. If the sealed Written Reprimand and/or Verbal Counseling file is opened, the employee shall be notified in writing within five (5) working days. The

notification shall include the reason for such action.

4. Notwithstanding paragraphs one (1)-three (3) of this section, the Air District has the right to impose more serious discipline or to escalate disciplinary action without satisfying each of the typical progressive discipline steps.

SECTION 5.04 ONE-DAY SUSPENSION

If, for good cause shown, or after receiving a formal Written Reprimand, an employee continues to perform their work in an unsatisfactory manner, to engage in the violation of an Air District work instruction, policy or procedure, or continues to manifest the unacceptable behavior or conduct for which the employee received the Written Reprimand, the employee's Division Director may impose a suspension without pay for a full working day (One-Day Suspension). The imposition of the One-Day Suspension without pay shall be in writing, shall state the factual basis for this disciplinary action and shall specify the action(s) which the employee should take to correct the basis for this disciplinary action and the possible consequences of a failure by the employee to take such corrective action. This written documentation is entered in the employee's personnel record. A One-Day Suspension may not be grieved or appealed.

SECTION 5.05 EXTENDED SUSPENSION

1. If, for good cause shown or after being issued a One Day Suspension without pay, an employee continues to perform their work in an unsatisfactory manner, persists in engaging in the violation of an Air District work instruction, policy or procedure, or continues to manifest the unacceptable behavior or conduct for which the employee was issued a One Day Suspension without pay, the EO or designee may suspend the employee from work without pay for a period of up to two (2) weeks. Prior to placing an employee on an Extended Suspension without pay, the EO or designee shall cause to be served on the employee a written Notice of Proposed Disciplinary Action, which shall contain the following information: (i) a statement of the action which is proposed to be taken, (ii) a statement of the factual basis for this proposed disciplinary action, (iii) a specific reference to any Air District work instruction, policy or procedure which the employee is alleged to have violated, (iv) a specification of the action(s) which the employee should take to correct the basis for this disciplinary action and the possible consequences of a failure by the employee to take such corrective action, (v) a statement that the employee may review and request copies of materials upon which the proposed disciplinary action is based, and (vi) a statement that the employee will be given an opportunity to address the charges supporting this disciplinary action with the EO or designee prior to the suspension becoming effective.
2. An employee who is to be placed on an Extended Suspension from work without pay will be given an opportunity to address the charges supporting this

disciplinary action with the EO or designee prior to the Extended Suspension becoming effective. This meeting with the EO or designee should take place as soon as possible, and in no event more than five (5) working days after the recommendation for Extended Suspension from work without pay has been provided to the employee. The employee may bring a representative of the Association and/or a private personal representative to the meeting with the EO or designee. Within five (5) working days after meeting with the employee and the Division Director recommending the Extended Suspension, the EO or designee shall prepare a written decision regarding the recommended suspension. If, after considering the Division Director's recommendation and the information presented by the employee at the meeting, the EO or designee determines to impose an Extended Suspension from work without pay, the Extended Suspension shall begin on the day after the EO's or designee's written decision is served on the employee, when possible, but in no case before the day after the written decision has been served on the employee, and all written documentation pertaining to the Extended Suspension will be entered in the employee's personnel record.

3. Employees who are placed on Extended Suspension without pay will not accrue sick or annual leave during the period of such suspension.
4. Notwithstanding the progressive discipline policy outlined in Sections 5.01 through 5.04 above, the EO or designee may place an employee guilty of serious misconduct on Extended Suspension without pay. In such case, the EO or designee shall follow the procedure set forth in 2 above.
5. The EO's designee will not be an Air District employee who issued or effectuated a prior disciplinary step to the disciplinary step being considered.

SECTION 5.06 DISMISSAL

1. If, for good cause shown or after being put on Extended Suspension from work without pay, an employee continues to perform their work in an unsatisfactory manner, persists in engaging in the violation of an Air District work instruction, policy or procedure, or continues to manifest the unacceptable conduct or behavior for which the employee was placed on an extended suspension from work without pay, the EO or designee may dismiss the employee from employment with the Air District. Prior to the dismissal of an employee from employment with the Air District, the EO or designee shall cause to be served on the employee a written Notice of Proposed Disciplinary Action, which shall contain the following information: (i) a statement of the action which is proposed to be taken, (ii) a statement of the factual basis for this proposed disciplinary action, (iii) a specific reference to any Air District work instruction, policy or procedure which the employee is alleged to have violated, (iv) a statement that the employee may review and request copies of materials upon which the proposed disciplinary

action is based, and (v) a statement that the employee will be given an opportunity to address the charges supporting this disciplinary action with the EO or designee prior to the dismissal becoming effective.

2. An employee who is to be dismissed from employment with the Air District will be given an opportunity to address the charges supporting this disciplinary action with the EO or designee prior to the dismissal becoming effective. In such event, the employee's Division Director will inform the employee of the Director's recommendation that the employee be dismissed from employment. This meeting should take place as soon as possible, and in no event more than ten (10) working days after the recommendation for dismissal. The employee may bring a representative of the Association and/or a private personal representative to the meeting with the EO or designee. Within five (5) working days after meeting with the employee and the Division Director recommending the dismissal, the EO or designee shall prepare a written decision regarding the recommended dismissal. If, after considering the Division Director's recommendation and the information presented by the employee at the meeting, the EO or designee determines to dismiss the employee from employment with the Air District, the dismissal shall be effective on the day on which the EO's or designee written decision is mailed to the employee. An employee may be placed on administrative leave with pay when they are informed of the EO's or designee's recommendation that they be dismissed from employment. In that event, they shall remain on administrative leave with pay until such time as they are either directed to return to work or until the date the EO's or designee written decision is mailed to the employee.
3. After the EO or designee takes action on a proposed dismissal of an employee, the Notice of Proposed Disciplinary Action and all related written documentation will be entered into the employee's personnel record.
4. The EO's designee will not be an Air District employee who issued or effectuated a prior disciplinary step to the disciplinary step being considered.

SECTION 5.07 ADMINISTRATIVE LEAVE WITH PAY

Any bargaining unit employee placed on administrative leave with pay shall receive all salary and benefits and remain covered by all provisions of the MOU, including membership status with the EA while on leave with pay. Said terms and conditions of employment shall remain in full force and effect as if the bargaining unit employee had remained on the job for the duration of administrative leave with pay.

Pursuant to Section 3.1 l(d), the Air District has the right to relieve employees from duty for legitimate reasons. Accordingly, the Air District may place employees on paid administrative leave during the course of an investigation that may lead to disciplinary action provided, however, that the period of administrative leave in any given instance

shall not exceed the time reasonably necessary to conclude the investigation.

The Air District reserves the right to direct employees not to enter and/or access Air District facilities and to direct them and to schedule them to attend meetings related to investigations and notice employees regarding the discipline process in accordance with the MOU. Further, Air District managers may approve a request from an employee who is placed on administrative leave with pay to use other types of paid leave and unpaid leave in lieu of administrative leave with pay. In the event the employee's manager approves such a request, then the employee would be subject to the conditions that normally apply to the approved leave. Leave requests that were approved prior to an employee being placed on administrative leave will be honored unless doing so unduly impedes the investigation and/or disciplinary process. Any and all leaves cancelled by the Air District causing a monetary loss to the employee shall be reimbursed by the Air District to the full amount. The employee shall submit to the Air District verification of the monetary loss and the Air District shall fully reimburse the employee within ten (10) working days of the receipt of such verification.

Administrative leave with pay is not considered a break in service and the bargaining unit employee's position shall not be vacated by this leave.

ARTICLE VI CLASSIFICATION STUDIES

1. Up to six (6) classification series may be reviewed in each of the remaining years of the current MOU. The EA and the Air District may each select up to three (3) classification series.
2. Bargaining unit positions in selected classification series will be audited to determine whether the positions are correctly classified.
3. Classification specifications, if any, will be thoroughly reviewed to determine whether they need to be updated to reflect changes to the work being performed in the bargaining unit positions assigned to those classifications, including the knowledge, skills and abilities, examples of duties, and qualifications required to perform the work.
4. Review of classifications may include a compensation analysis to determine if adjustment to the rate of pay for a classification is warranted based on external comparators and/or internal equity considerations.
5. For the purposes of this subsection, no bargaining unit employee will be subject to a reduction in force, demoted, y-rated, or suffer a reduction in salary or benefits based on the results of an audit of his/her position, a review of the classification specification, assigned to their position, or a compensation analysis.

6. In the event that a compensation analysis/survey is conducted and indicates that an adjustment to pay rates is warranted, the DHR shall prepare a report for consideration by the Board of Directors as part of the annual budget preparation process.
7. All position audits, classification specification reviews, and compensation analyses conducted pursuant to this Article shall be performed internally or by an external consulting firm. The Association may designate a representative to participate in the evaluation panel to review bids, proposals, or qualifications for the recommended selection of the consulting firm.
8. The cost of any work performed by an external consulting firm pursuant to #7 shall be borne equally by the Air District and the Association, except that the Association's costs for such work shall not exceed \$25,000 per year.
9. However, neither party is required to designate classes in any year.
10. Except as provided in paragraph 11 below, and aside from mutual agreement in the form of a side letter, existing represented classifications shall remain in full force and effect without modification for the term of this MOU.
11. In the limited case of when the Air District completes a comprehensive classification study with an external consulting firm selected via the process in VI.7 above, resulting classification changes will all be made in accordance with the MMBA.

ARTICLE VII

SALARIES

SECTION 7.01 SALARIES

The following increases to unit wages/salaries shall be made effective as identified below:

Effective the first pay period after ratification and approval, wages/salaries of all bargaining unit employees, subject to subsection 7.05, shall be increased by three percent (3%).

Also effective the first pay period after ratification and approval, the Air District will provide the equivalent of three percent (3%) of wages/salaries for twelve (12) pay periods (twenty-four [24] weeks), paid in a one-time, non-pensionable lump sum payment within four (4) pay periods (eight [8] weeks) after ratification and approval.

Also effective the first pay period after ratification and approval, the Air District will provide the equivalent of two percent (2%) of wages/salaries, calculated before the above referenced three percent (3%) General Wage Increase (GWI) above is applied, for twelve (12) pay periods (twenty-four [24] weeks) paid in a one-time, non-pensionable lump sum payment within four (4) pay periods (eight [8] weeks) after ratification and approval.

Effective July 1, 2026, wages/salaries of bargaining unit employees, subject to subsection 7.05, shall be increased by 2% plus one-half (1/2) of any change to the Consumer Price Index for Urban Wage Earners and Clerical Workers for San Francisco-Oakland-Hayward (CPI-W) for the preceding calendar year, as reported by the Bureau of Labor Statistics, U.S. Department of Labor, over the wages/salaries in effect after the three percent (3%) GWI is applied, which equates to one point fifteen percent (1.15%) for a total of three point fifteen percent (3.15%) GWI. This GWI will commence the first pay period after ratification and approval and the Air District will pay retroactivity to July 1, 2026 within six (6) pay periods (twelve [12] weeks) after ratification and approval.

Effective the pay period that includes July 1, 2027, wages/salaries of bargaining unit employees, subject to subsection 7.05, shall be increased by 2% plus one-half (1/2) of any change to the Consumer Price Index for Urban Wage Earners and Clerical Workers for San Francisco-Oakland-Hayward (CPI-W) for the preceding calendar year, as reported by the Bureau of Labor Statistics, U.S. Department of Labor, over the wages/salaries in effect on June 30, 2027 up to a maximum of four percent (4%) GWI.

SECTION 7.02 SALARY STEPS

1. There are five (5) steps within the salary range for each classification, with a five percent (5%) increment between the steps. The time between Entrance Step A and Step B is six (6) months of satisfactory service in Step A. 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.
2. Unless special conditions warrant otherwise, an employee promoted to a higher classification will receive the minimum salary for the higher classification nearest a five percent (5%) increase (not less than four point nine percent [4.9%]) above the employee's former classification, whichever is higher, provided the increase is within the range of the higher classification. If a promotion is awarded within thirty (30) days of a scheduled step increase, the step increase and promotional increase will both be effective at the time of the change. Hiring at a higher salary step will require justification from the Hiring Manager and approval of the EO.
3. If a vacant position is reclassified, a competitive recruitment will occur. If a currently filled position is reclassified to a position having a higher salary range, the salary placement of the employee will be in accordance with subsection 2 above.
4. If a position is reclassified to a position having a lower salary range, the incumbent will be Y-rated according to the provision section 7.05.

5. If an employee is transferred, the employee will remain in the same step of the salary range effective prior to the transfer.
6. Any employee who has passed through their initial probationary period with the Air District and who is promoted or transfers to another position in the Air District shall not be subject to any “up or out” probation. Such an employee may be terminated for cause. However, if an employee is promoted prior to the completion of their initial probation period, the employee must successfully complete the full probationary period designated for the higher classification before attaining regular status.
7. If an employee is demoted for disciplinary reasons to a position having a lower salary range, the employee will be placed in the new range at the step held prior to the demotion.
8. If an employee is demoted because of lack of funds, the employee will be placed in the salary step in the new range that 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 a position in the formerly held classification and will revert back to the step in the salary range they occupied in the former position effective prior to promotion. Step increases will be awarded on the schedule appropriate to the prior position.

SECTION 7.03 STEP INCREASES

Step increases are effective on the first day of the pay period in which the employee's anniversary date falls providing that a formal performance evaluation has been completed which indicates at least an overall “Successful” rating. For purposes of this section, a delayed performance evaluation exceeding thirty (30) calendar days shall cause the employee’s performance evaluation to be an overall “Successful” rating and the employee shall receive the increase retroactive to the first of the pay period in which the employee’s anniversary date falls.

SECTION 7.04 DETERMINATION OF SALARY RATES

1. **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 Manager and approval of the EO for Steps B and C. Recommendation by the EO and approval of the appropriate committee of the Board of Directors is required for hiring at Steps D and E.
2. **LIMITED-TERM EMPLOYMENT (Non-Contract per Section 16.04):** Limited-term employees will be placed on the salary range of the classification in which the person is employed. If a former regular Air District employee is re-hired as a limited-term employee for the same classification in which they held upon separation, the former regular employee will be paid at the same step of the salary range for the classification at

the time of separation. If a former regular employee is re-hired as a limited-term employee for a classification other than that held at the time of separation, the former regular employee will be paid the same step of the salary range for the classification at the time of separation providing that the salary range of the classification in which the person is employed is equal to or less than the salary range of the classification held at the time of separation. If the salary range for the classification in which the former regular employee is employed is higher than the salary range of the classification held at the time of separation, the former regular employee will be placed at the step of the salary range of the classification based on the needs of the Air District pursuant to 7.04.1 above.

SECTION 7.05 Y-RATING

Y-Rating refers to a classification or position which has been reclassified to a classification having a lower salary range. The incumbent will retain their present salary until the appropriate step in the reclassified classification is equal to or greater than the incumbent's current salary. A Y-Rating status must be approved by the EO and the Board of Directors. Those incumbents Y-Rated as part of this MOU will not receive GWI increases until after the appropriate step in the reclassified classification is equal to or greater than the incumbent's salary. However, while Y-Rated, they will receive, if eligible, non-pensionable, lump sum payments equivalent to the negotiated GWI increases identified in 7.0 as follows:

1. 3% equivalent for the same duration (i.e., twelve [12] pay periods) and payable within four (4) pay periods (eight [8] weeks) after ratification and approval;
2. 3.15% GWI equivalent for twelve (12) months with retroactivity to July 1, 2026, payable within six (6) pay periods (twelve [12] weeks) after ratification and approval; and
3. Up to 4.0% equivalent with one half payable in the first pay period in July 2027 and one-half payable the first pay period in January 2028.

SECTION 7.06 DIFFERENTIAL PAY

Employees not working a regular scheduled late shift or flextime 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.

SECTION 7.07 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 flex time or compressed schedule shall not be considered shift differential hours.

1. STANDBY DUTY

- A. Standby duty shall be defined as that circumstance when an employee assigned by the Air District to:
 - (1) Be ready to respond immediately to a call for services;
 - (2) Be readily available at all hours by telephone, cellphone, pager or other agreed upon communication equipment; and
 - (3) Refrain from activities which might impair their assigned duties upon call.
- B. Managers may request volunteers or, if needed, assign an employee or employees to standby duty. Managers will provide the employee or employees their standby duty assignment(s) in writing prior to the initiation of standby duty. Irrespective of when the written notification is provided by the manager, bargaining unit employees are not expected to review the notification outside of their normal working hours.
- C. Standby duty is normally assigned in one-week increments. Standby duty will be distributed among those employees deemed qualified by the Air District to perform the duty. An employee assigned standby duty shall be paid San Francisco minimum wage per standby duty hour (those hours before and after normal working hours) or at the employee's discretion, one (1) hour of Compensatory Time Off (CTO) for every ten (10) hours of standby duty worked. A standby duty shift shall consist of a twenty-four (24) hour period of time as determined by the Air District less any regular or overtime hours.
- D. An employee called to respond while on standby duty shall be compensated for the time worked in accordance with the Call Back provision, below.

2. CALL BACK

- A. Bargaining unit employees who are called back to work while on standby or after they have worked the scheduled shift and have departed from the place of employment shall be compensated with overtime for the time worked, either in cash or CTO (if applicable), at the rate of time and one-half with a minimum of two (2) hours at such rate.
- B. Should the time worked while called back become contiguous with the regular work schedule, time worked shall not be treated as a call back and the minimum time period shall not apply.

- C. An employee being paid for Call Back shall not receive Stand-By Pay for the same hours.

SECTION 7.09 SALARY DEDUCTIONS

Salary deductions may be authorized from time to time by the EO.

1. Mandatory deductions include but are not limited to Federal Withholding Tax, State Withholding Tax, Medicare tax, if applicable, State Disability Insurance premium, and the employees' Public Employees' Retirement System contribution.
2. Voluntary deductions include the regular deduction of health insurance, life insurance, credit union, union dues and other voluntary program deductions that may be authorized by the employee and provided for by the Air District.

SECTION 7.10 PAY PERIOD AND PAYDAY

1. 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 payday falls on a holiday, pay will be distributed on the previous workday. Start of the pay period will be adjusted for an employee working a compressed workweek. The Air District shall indicate on each employee's paycheck stub the following: accrued annual leave, accrued sick leave, accrued compensatory time, and accrued floating holiday time.
2. The Air District shall provide employees with the option of direct deposit of their paychecks to those banks that provide this capability.
3. The Air District and the Association agree that during the term of this MOU, the parties will study alternate paydays and pay periods. No changes will be made unless parties to this MOU mutually agree.

SECTION 7.11 FINAL PAYMENTS

1. **SALARY.** Final salary payments to any person who terminates will be paid within seventy-two (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.
2. **ACCRUED ANNUAL LEAVE.** An employee leaving the service of the Air District shall receive a single payment covering the amount of the accrued annual leave remaining on account.

3. ACCRUED SICK LEAVE. Employees leaving the service of the Air 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.

Effective June 1, 2024, in the event of a death of an employee who is not eligible for retirement, their surviving spouse or dependent, may elect to receive a single payment up to a maximum of eighty (80) hours of the accrued and available sick leave.

4. FLOATING HOLIDAYS. Floating holidays must be used within the fiscal year they are credited. An employee leaving the service of the Air District shall receive a single payment covering the amount of the accrued floating holidays remaining on account.
5. COMPENSATORY TIME. An employee leaving the service of the Air District shall receive a single payment covering the amount of accrued compensatory time remaining on account at their current regular rate of pay.

SECTION 7.12 SALARY ADVANCES

Employees may apply for a payroll advance under the following conditions:

1. An employee must have been in a paid status for at least one week in the pay period prior to receiving a salary advance.
2. The amount requested cannot exceed amount earned to date during the pay period.
3. The amount advanced must be deducted from the paycheck for that pay period.
4. No more than two (2) such requests can be submitted annually. Exceptions may be approved by the EO and must be announced to the Board under "Report of EO".
5. Requests for salary advance must be received by the HRD at least one (1) week prior to the date of requested distribution for which the advance is requested.
6. Requests are subject to the approval of the HRD.

SECTION 7.13 ACTING AND TEMPORARY ASSIGNMENTS

1. Acting Assignments: When an employee is assigned in writing by their Division Director (DD) to perform all of the day-to-day duties of a position in a higher Air District classification due to a vacancy or temporary absence of the person normally assigned to perform those duties, the employee shall receive "Acting Pay" when the employee works one entire workweek (forty [40] or thirty-six [36] hours depending on work schedule without leave or time off) or more and will receive such Acting Pay for that assignment.

- A. The rate for “Acting Pay” shall be determined by Section 7.02.2.
 - B. Acting Assignments shall not be assigned nor paid for in less than forty (40) or thirty-six (36) hour increments as defined above.
 - C. Acting Assignments shall not be for more than six (6) months, except where the normally assigned employee’s vacancy is longer than six (6) months, the position is vacant as a result of the underfill process, or the vacant position will be reclassified through the add/delete process in which case the position may be filled through an Acting Assignment only until the next add/delete cycle. A 3-month extension, however, may be granted upon EO approval.
 - D. DD shall, if possible, announce upcoming Acting Assignment opportunities to interested and qualified employees in writing. An interested employee may submit their resume and a cover letter expressing why they are interested in and qualified for the Acting opportunity. The DD and HRD may hold screening interviews to assess the readiness of employees to assume the full responsibilities of a position. The Air District maintains the ability, subject to business needs, to place an individual in an Acting position quickly without such interviews.
2. Temporary Assignments: When an employee is assigned in writing by their DD to perform a significant portion of the day-to-day duties of the position (at least 25%) in a higher Air District classification due to a vacancy or the temporary absence of the person normally assigned to perform those duties, the employee shall receive “Temporary Assignment Pay” when the employee works one entire workweek (forty [40] or thirty-six [36] depending on work schedule without leave or time off) or more and will receive such Temporary Assignment Pay for that assignment.
- A. The rate for “Temporary Pay” shall be a 2.5% temporary increase to their current classification compensation.
 - B. Temporary Assignments shall not be assigned nor paid for in less than forty (40) or thirty-six (36)-hour increments as defined above.
 - C. Temporary Assignments shall not be for more than three (3) months except where the normally assigned employee’s vacancy is longer than three (3) months, the position is vacant as a result of the underfill process, or the vacant position will be reclassified through the add/delete process in which case the position may be filled through a Temporary Assignment only until the next add/delete cycle. A 3-month extension, however, may be granted upon EO or their designee approval.
 - D. The DD has the discretion to offer two (2) concurrent or overlapping Temporary Assignments to cover all of the responsibilities of the position being covered so long as one of the employees is not performing 75% or more of the work.

- E. The DD has the discretion to offer multiple employees the opportunity to have them serve less than 3-month assignments consecutively.
 - F. The DD shall, if possible, announce upcoming Temporary Assignments opportunities to interested and qualified employees in writing. An interested employee may submit their resume and a cover letter expressing why they are interested in and qualified for the Temporary Assignment opportunity. The DD and HRD may hold screening interviews to assess the readiness of employees to assume at least twenty-five (25)% of the responsibilities of the position. The Air District maintains the ability subject to business needs to place an individual(s) in the position quickly without such an interview(s).
- 3. It is expressly understood that Acting/Temporary Assignments do not constitute an appointment to a different position and have no effect on the employee's representation status and/or terms and conditions of employment other than the duties performed by the employee and the applicable pay received by the employee during the period of the Acting/Temporary Assignment.
 - 4. The Air District will provide the Association with quarterly recruitment updates for those positions being filled with Acting/Temporary Assignments, which will include a quarterly list of all Acting/Temporary Assignments from the prior quarter identifying the vacant position, the date the position became vacant, the name of the employee(s) in the Acting/Temporary Assignment, and the date the assignment began.
 - 5. An employee may decline an Acting/Temporary Assignment. An employee who has accepted an Acting/Temporary Assignment may decline to continue the assignment with five (5) working days advance written notice to their DD. A DD may discontinue an Acting Assignment at any time with written notice to the employee.
 - 6. At the conclusion of an Acting/Temporary Assignment, the employee will return to the position they held at the commencement of the assignment.
 - 7. The total length a particular position may be filled through an Acting and/or Temporary Assignment typically shall be no longer than twelve (12) months regardless of the number of people serving in the Acting or Temporary Assignment. If it appears that the vacancy is going to extend beyond twelve (12) months (e.g., difficulty in recruiting, extended medical or family leave, etc.), the Air District will provide written notice to the Association as soon as it becomes aware that the Acting or Temporary Assignment(s) will last longer than twelve (12) months and specify why.

SECTION 7.14

SPECIAL PAY AND ALLOWANCES

1. **BILINGUAL PAY.** Division Directors shall identify those employees who, in the performance of their duties, are required to converse with the public or translate documents in a language other than English. Employees so designated, who have demonstrated their competency in a second language to the satisfaction of the DD, shall receive bilingual pay in the amount 5% of their base hourly rate for each hour in which bilingual skills are utilized. Employees shall record bilingual time on their timesheets. Employees are expected to efficiently organize their bilingual work and projects to the extent possible.
2. **PER DIEM.** Employees who travel will be reimbursed in accordance with the 2026 Air District's Employee Business Expense and Travel Policy which will take effect July 2026. Proposed changes to this policy that are within the scope of bargaining will not be implemented during the term of this MOU without mutual agreement.
3. **HAZARD PAY.** Division Directors shall identify those employees who, in the performance of their duties, are required to: 1) climb to the sampling point of stacks, storage tanks or any structure at a height of thirty (30) feet or more; 2) wear a Self-Contained Breathing Apparatus (SCBA) or safety harness; 3) perform confined space entries or 4) climb to a height of thirty (30) feet or more wearing SCBA, harness and is in a confined space. Such employees shall receive additional compensation in the amount of two and three-quarters percent (2.75%) above the employees' current salary step for the duration of that assignment.

Employees may be required to successfully complete training prescribed by The Air District as a condition of employment in positions requiring the above duties.

The Hazard Pay shall not constitute a part of the employee's base rate, but shall be a bonus for performing these duties. Hazard Pay shall be considered part of the regular rate for the purpose of computing overtime.

SECTION 7.15

OVERPAYMENT

In the event that the Air District overpays an employee or reimburses an employee in excess of the amount to which they are entitled in error, the Air District shall notify the employee in writing of the amount due and the cause of the error. If an employee identifies an error in payment prior, they should let the Air District know as soon as possible. The Air District and the employee will develop a repayment plan. The employee may surrender accrued annual (vacation) leave, floating, or CTO, make a cash payment, agree to a payroll deduction, or any combination thereof for repayment. Full repayment must be paid within six (6) months of the error being discovered if the error is under two-thousand five hundred dollars (\$2500), or within one (1) year of the error being discovered if the error is more than two-thousand five hundred dollars (\$2500) except in extenuating circumstances upon approval of the DHR.

ARTICLE VIII

EMPLOYMENT AND MERIT INCREASES

SECTION 8.01 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 of receipt of future salary benefits.

SECTION 8.02 DEFINITIONS

1. Original Date of Hire: The date of hire into a regular position with the Air District in an unbroken period of employment that includes the most recent employment with the Air District. The period of time an employee is on Workers' Compensation shall be considered a continuous period of employment.
2. Adjusted Hire Date: The most recent hire date preceding any period of absence due to layoff of six (6) months or less adjusted forward to account for the lapse in service.
3. Salary Anniversary Date: The date on which the employee has completed six (6) full months of service in pay steps A or B, or completed twelve (12) full months of service in pay steps C or D.
4. Adjusted Anniversary Date: The Salary Anniversary Date, taking into account any periods of absence without pay of a pay period or more. For purposes of this section employees on
5. Workers' Compensation shall not be considered absent from service.

SECTION 8.03 ANNIVERSARY DATE

The salary anniversary date or adjusted anniversary date for newly hired or promoted employees is the date of hire or date of most recent promotion. The anniversary date will be used in determining when an employee becomes eligible to be considered for salary step increments.

Annual leave credits and sick leave credits are accrued from original date of hire or adjusted hire date. For the initial pay period after hire and the final pay period upon termination, annual and sick leave accruals shall be determined as forty (40) hours worked in a pay period. There will be no prorating of time for annual or sick leave for less than this minimum time per pay period. For part-time new hires and any employee who separates employment with the Air District, fifty percent (50%) of their regularly scheduled assignment will constitute forty (40) hours worked in a pay period. These provisions will not be applicable for determining annual leave and sick leave accruals during any other type of leave.

SECTION 8.04

PERFORMANCE EVALUATION

1. During the initial probationary period, a probationary employee shall receive at least two (2) formal performance evaluations which will normally be conducted at the end of the sixth and eleventh month of service as defined in Section 8.05.2 below.
2. Promoted employees who are subject to a six (6) month probationary period as defined in Section 8.05.2 below shall receive at least two (2) formal performance evaluations which will normally be conducted at the end of the third and fifth month of service as defined in Section 8.05.2 below.
3. Promoted employees who are subject to a nine (9) month probationary period as defined in Section 8.05.2 below shall receive at least two (2) formal performance evaluations which will normally be conducted at the end of the third and eighth month of service as defined in Section 8.05.2 below.
4. Employees promoted to Supervisor who are subject to a nine (9) to twelve (12) month probationary period as defined in Section 8.05.2 below shall receive at least two (2) formal performance evaluations which will normally be conducted at the end of the fifth (5th) month and another after the seventh (7th) month of service as defined in Section 8.05.2 below.
5. After completion of the appropriate probationary period, a formal performance evaluation shall be completed for the employee annually. A supervisor is not precluded from completing a formal performance evaluation at any time. 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.
6. A performance evaluation that includes an overall rating of Developing Performance or Unsuccessful must include an attached Performance Improvement Plan (PIP) if a PIP addressing all of the issues underlying such rating is not already in effect.

SECTION 8.05

PROBATIONARY PERIOD

1. Upon initial hire, each employee shall be subject to a probationary period equivalent to one (1) year of full-time actual and cumulative service. During an employee's initial hire probationary period the employee may be terminated without cause or right of appeal.
2. Employees promoted within the same class series or who transfer shall be subject to a probationary period equivalent to six (6) months of full-time actual and cumulative service. Employees promoted to a position in a different class series shall be subject to a probationary period equivalent to nine (9) months of full-time actual and cumulative service. Employees promoted to a supervisor position shall be subject to a

probationary period equivalent to at least nine (9) months but no more than twelve (12) months of full-time actual and cumulative service. The employee's manager may decide, in their sole discretion, when between nine (9) and twelve (12) months of full-time actual and cumulative service the supervisory promotional probationary period shall end. If an employee does not successfully complete his/her promotional probationary period, he/she shall be placed back in a position in the employee's former classification at the salary step held prior to the promotion without cause or right of appeal.

3. An employee who is promoted or transfers during their initial hire probationary period will complete the remainder of their initial-hire probationary period post-promotion or transfer, which will run concurrently with their promotional/transfer probationary period in the new position.
4. During any probationary period, no employee shall be demoted or terminated in violation of the Air District's Equal Employment Opportunity policy.
5. The Air District may extend a probationary (non-promotional) employee's probation for up to a period of six (6) months. Absent extraordinary circumstances, the supervisor must have previously met with the employee at least ninety (90) days prior to the end of their probation and provided them with both verbal and written direction on skills and/or behaviors that are in need of improvement and/or correction which will lead to termination or extension of probation if not fixed. The Air District does not have to provide verbal and written direction prior to extending probation when the issue first arises less than ninety (90) days prior to the end of the employee's probation. The Air District will notify the Association of such extension within five (5) days of the employee being informed of the extension.

SECTION 8.06 NON-COMPETITIVE IN-SERIES I/II AND ASSOCIATE/I/II ADVANCEMENT

1. Definition

Some Air District classifications are designated as I/II within a singular Classification Specification. Employees in such a classification may advance from Level I to II without the need for competitive recruitment. Also, some Air District classifications (currently only the Engineer classification) are designated as Associate/I/II. Employees in such a classification may advance from Associate to Level I and from Level I to Level II without the need for competitive recruitment.

The Associate designation is a trainee level employee. The Level I designation is for an entry level employee needing close supervision initially, allowing the employee to learn Air District policies, procedures and the more advanced and specific knowledge, skills and abilities of the classification. Level II is the journey-level designation where the employee has achieved the ability to perform their assigned work and duties with

minimal supervision and few errors. Minimum Qualifications for Level I designations require less practical experience than Level II designations, even though educational requirements may be the same.

Employees who have demonstrated the ability to perform the duties they will be assigned at the journey-level through the competitive recruitment process may be hired at the Level II designation. Employees who lack the experience and ability to perform the duties they will be assigned without supervision initially shall be hired at Level I. Employees without prior experience or ability to perform the duties they will be assigned without significant supervision initially shall be hired at the Associate level.

2. Non-competitive Advancement Criteria and Process

For employees hired at the Level I within a classification designated as I/II, or Associate Level within a classification designated as Associate/I/II, advancement to the next level is not automatic. In order for an employee to be eligible for advancement from Level I to Level II, the employee must meet the following eligibility criteria:

- A. Successful completion of their probationary period in the Level I position;
- B. An overall rating of “Successful” or better in their most recent performance evaluation;
- C. Meeting the Minimum Qualification of the Level II classification as outlined in the applicable Classification Specification; and
- D. The employee has demonstrated that they are able to perform their work independently and with few errors.

In order for an employee to be eligible for advancement from Associate to Level I, the employee must meet the following eligibility criteria:

- A. Successful completion of their probationary period in the Associate position;
- B. An overall rating of “Successful” or better in their most recent performance evaluation; and
- C. Meeting the Minimum Qualification of the Level I classification as outlined in the applicable Classification Specification.

Level I employees or Associate employees who believe they are eligible for advancement as specified above, may submit an Advancement Recommendation Form (“ARF”) to their supervisor. Within thirty (30) days of receiving the employee’s ARF, the employee’s supervisor must either 1) fill out the supervisor portion of the ARF and send

it for approval to the Division Director (“DD”) or their designee for approval documenting that the employee meets criteria a-d or a-c, as applicable, and recommending the employee for advancement or 2) provide a written explanation to the employee that specifies why they do not qualify for advancement and the steps necessary to qualify for future advancement with an estimated timeline. The DD or designee must approve or deny the ARF within fifteen (15) days of receipt from the supervisor.

3. Compensation Upon Advancement

Upon advancement from Associate to Level I or from Level I to Level II, the employee will receive a salary increase consistent with Article 7.02.2-Salary Steps, effective the pay period after the approval of the ARF by the DD or designee.

4. Dispute Process

An employee who believes they meet the eligibility criteria for advancement but has not gained approval from their supervisor and DD may file a dispute. The employee shall initiate the dispute in writing (email) to their DD with a copy to the DHR. The dispute shall outline the reasons why the employee believes that each of the criteria for advancement has been met. The DD will jointly review the written dispute with the DHR or their designee. The dispute review will include the written dispute from the employee outlining how they believe they meet the minimum requirements for advancement (work experience both at the Air District and with previous employers and education), and their most recent performance evaluations. The DD has ten (10) business days to render a decision, which must be approved by the DHR or their designee. The DD’s decision shall be made in writing to the employee with a copy to the DHR. If the DD decision is to uphold the supervisor’s denial of advancement, the DD shall outline the reasons why they do not meet the requirements for advancement and the steps necessary to qualify for future advancement and a timeline if different from the supervisor’s. The DD’s decision is final.

At the end of the estimated timeline that the supervisor provided when declining the advancement (or DD’s timeline if different from the supervisor’s), the employee may make a written request to meet with the supervisor to review the steps they have taken and how they now meet the requirements for In-Series Advancement eligibility. It is the employee’s responsibility to request the supervisor’s review.

In the case that the supervisor, in concurrence with the DD, believes the employee has taken the necessary steps and meets the requirements for In-Series Advancement eligibility, the supervisor shall update the ARF indicating that all criteria have now been met. The updated ARF will be signed by both the supervisor and DD and sent to HRD for processing.

In the case that a supervisor and/or DD is of the opinion that the employee has yet to meet the eligibility requirements, the supervisor shall outline and present to the employee any remaining reasons why they do not meet the requirements for advancement, the steps necessary to qualify for future advancement and a corresponding timeline.

ARTICLE IX

HOURS OF WORK

SECTION 9.01 HOURS OF WORK

1. WORKWEEK

- A. **NORMAL WORKWEEK.** A normal workweek may consist of five (5) consecutive eight (8) hour days, Monday through Friday and be scheduled over an eight and one-half (8 ½) hour period that covers the core business hours of the Air District which are from 9:30 A.M. to 3:00 P.M., normally with one-half (1/2) hour unpaid break for lunch. Workweek schedules are subject to Management approval and may be modified consistent with existing policies.
- B. **COMPRESSED WORKWEEK.** With the approval of Management, an employee's normal workweek may be compressed. The Air District's typical compressed workweek schedule, known as a "9/80", consists of working four (4) consecutive nine- (9-) hour days, Monday through Thursday and one (1) eight- (8-) hour day on Friday in the first week of a two- (2-) week pay period and the alternating Friday off, commonly known as the Regular Day Off (RDO). Generally, the Friday opposite the Air District's "payday" is the standard RDO for employees. Management may elect to have an employee within a unit or Division work a different compressed workweek or flextime schedule.
- C. **TELECOMMUTING.** With the approval of Management, an employee's workweek may be modified to allow for telecommuting. The employee and their supervisor will agree on core days and hours during which the employee will be working remotely, and these will remain constant from week to week, unless modified by agreement with the supervisor. The Air District will allow non-scheduled telecommuting on Spare-the-Air days when appropriate. In all cases, telecommuters must communicate sufficiently with their supervisor to meet the Air District's goals.
- D. **PART-TIME WORK:** An employee may request a consistent part-time work schedule of fewer than eighty (80) hours per pay period. Approval shall be at the discretion of the Division Director (DD) and the EO and shall consider the business needs of the Air District. The part-time schedule shall not initially exceed one (1) year and may be rescinded by the EO with at least a thirty- (30-) day notice to the affected employee for business needs or for unsatisfactory employee performance and

without prior notice in emergency circumstances. Part-time work may be extended at the discretion of the EO.

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

3. MAKE-UP TIME

- A. When a non-exempt employee is unable to work their regular hours, upon the approval of the employee's supervisor, the employee may make up the missed time within the same workweek. The total hours worked, including makeup time, shall not exceed forty (40) hours in the employee's established workweek. Makeup time shall not trigger overtime in any workweek or under any circumstance.

- B. When an exempt employee is unable to work their regular hours, upon the approval of the employee's supervisor, the employee may make up the missed time within the same pay period. The total hours worked, including makeup time, shall not exceed eighty (80) hours during any pay period. Makeup time shall not trigger overtime in any workweek or under any circumstance.

4. When attending jury duty or Air District approved events, meetings, conferences, classes, or trainings, the employee shall only be paid: for the hours representing the Air District at, and travel time to and from, events, meetings, or conferences; for the hours at, and travel time to and from, a class or trainings; or for the hours at jury duty and for any travel time between the location of the jury duty and the Air District office or the location of the employee's normal duty assignment. With the advance approval of the employee's supervisor (where possible), an employee will receive overtime or compensatory time if the time consumed by the outside activity exceeds the employee's normal workday.
5. When an employee attends one of the activities which requires the employee to be away from the employee's normal duty assignment and the activity concludes prior to the end of the employee's assigned workday, the employee must return to work, use appropriate paid leave, work at home, or make-up time. In order to use appropriate paid leave, work at home or make-up time, employees must receive concurrence from their immediate supervisor and authorization from their manager. If the employee is authorized to make up time, the employee must make up the time in the same workweek for non-exempt employees or same pay period for exempt employees in which time was taken off and in no event shall this time when combined with regular hours worked result in weekly overtime.

SECTION 9.02

MEAL PERIOD AND REST PERIOD

1. Unpaid lunch period is typically one-half (1/2) hour and is to be taken as assigned by the employee's manager, normally taken between 12:00 P.M. and 1:00 P.M.
2. Paid breaks of one-quarter (1/4) hour each are normally taken in mid-morning and mid-afternoon.
3. Continuation of Business: Employees may be assigned lunch and breaks to ensure the continuation of business.

If an employee is authorized to take a 30-minute lunch, the employee may either be authorized by the manager to combine their two (2) 15-minute breaks with their lunch period or to take one (1) 15-minute break mid-morning and one 15-minute break mid-afternoon.

If an employee chooses and is authorized to combine their lunch (unpaid) and break (paid) periods, to provide the employee a one (1) hour lunch period, the employee will not be entitled to take any additional breaks during the employee's work shift.

If an employee is authorized to take a one (1) hour lunch (unpaid) and two (2) 15-minute (paid) breaks, then the employee shall take one (1) 15-minute break mid-morning and one 15-minute break mid-afternoon.

Due to unforeseeable work duties, there may be times that an employee will not be able to adhere to their primary lunch option. The Air District acknowledges that in such cases, an employee may select an alternative lunch option for that day.

SECTION 9.03

ATTENDANCE

1. Employees are responsible for accurately reporting their time on the Air District's timesheet. An employee's supervisor will be responsible for approving an employee's timesheet.
2. A bargaining unit employee who is tardy shall report to their supervisor as promptly as possible after beginning work and at the sole discretion and approval of the employee's supervisor, the employee may be allowed to (1) make-up time providing the makeup time does not put the employee in an overtime status, (2) use appropriate paid leave in accordance with this agreement, or (3) may be docked for the period of tardiness.
3. An employee must report unscheduled leave to the Air District within the first hour of the workday unless an emergency prevents such reporting.

A. Failure to report may result in loss of pay for the period of absences from work.

- B. An employee who is absent without leave and without having reported their absence for more than one (1) working day may be considered to have resigned and may be terminated.

SECTION 9.04 OVERTIME

The Air District will avoid the necessity for overtime where possible. The Air District is under no obligation to assure anyone of the availability of overtime work, nor is the Air District obligated to treat any particular kind of assignment as overtime. Therefore, the Air District may establish work schedules where possible to meet the business needs of the Air District and allow for work to be done without incurring ongoing overtime costs.

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

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” assignment 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 Air 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 workday and normal workweek, groupings of employees may occasionally or regularly have work schedules at different times. The Air District reserves the right to change work schedules to meet operational needs during straight time shifts.

Except as otherwise provided in Section 9.01, 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 callback assignments, is not to be paid regardless of whether the employee is traveling to a scheduled overtime or straight time assignment.

1. **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 work-week. Any hours worked in excess of forty (40) hours in a week or eight (8), nine (9), or ten (10) hours in a workday, depending on the employee's normally scheduled work day (not the result of make-up time), are to be paid as overtime or compensatory time at the rate of one and one-half times their regular rate of pay. For the purposes of this section, paid leave time shall be included in computing the forty (40) hours per week when determining eligibility for

overtime. An employee may elect to receive compensatory time in lieu of overtime as described in Section 9.04(6) below.

2. **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 (2) hours at the applicable rate of pay.
3. **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.
4. **DISTRIBUTION OF OVERTIME.** Overtime, other than call-back, will be distributed in the following manner, consistent with District operating requirements:
 - A. When overtime is required to complete an assignment, the person given the assignment will normally continue the work.
 - B. 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 (2) 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.
 - C. On continuing extended, overtime assignments, coverage will be assigned on a rotating basis.
 - D. All overtime assignments will be made with due consideration for employee hardship.
 - E. 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.
 - F. The Air District reserves the right to approve, or disapprove, all assignments with due consideration of safe work hours and excessive work schedules.
 - G. Limited-term employees, Interns and Fellows 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.

5. DISTRIBUTION OF CALL-BACK. Call-back will be distributed in the following manner:
 - A. When call-back is required, the person normally responsible for the assignment will be given first opportunity of call-back.
 - B. 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.
 - C. If the immediate supervisor is unavailable for assigning the call-back, then the alternate supervisor, manager or division director will be responsible for the assignment of callback. The Air District maintains the option to deviate from this procedure based upon immediate need.
6. COMPENSATORY TIME CAP. Represented employees may elect compensatory time at the rate of one and one-half (1½) times the overtime worked in lieu of overtime pay but may not accumulate more than 240 hours of compensatory time. However, compensatory time shall only be allowed with management approval for any overtime earned in an assignment outside of their regular division. After 240 hours of compensatory time has been accumulated, overtime pay will be the compensation for overtime work. The maximum accumulation of compensatory time is 160 hours as of the end of the calendar year. At the end of the calendar year, the Air District will pay the employee all compensatory time in excess of 160 hours at the current hourly regular rate of pay. An employee may cash out up to the full amount (240 hours) at the end of the calendar year. Any and all accrued compensatory time must be paid out prior to any promotion that creates an increase in the rate of pay (excluding non-competitive advancements).
7. HOLIDAY PAY. Employees required to work a designated holiday shall receive overtime pay equal to two (2) times the employees' base hourly rate of pay. For purposes of this section, a designated holiday shall be the dates on which the holiday is observed by the Air District (Section 12.07), 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 Air District.
8. An employee shall not work any time in excess of their approved work schedule without prior approval of the employee's supervisor except in an emergency or other situations where prior approval is not possible. Prior approval must be documented on the approved electronic Pre-authorization Overtime Form. In an emergency or other situations where prior approval is not possible, the employee shall promptly inform their supervisor and complete the Authorization Form within 48 hours.

ARTICLE X

REDUCTION IN FORCE

SECTION 10.01

PROCEDURE / BUMPING, LAY-OFF AND RECALL

1. SENIORITY. For the purpose of this Section, there are three types of seniority which apply in connection with the implementation of a reduction in any portion of the Air District work force: Air District employment seniority, seniority within a class series and seniority within a specific job classification. Air District employment seniority is the seniority gained based on overall employment with the Air District. Seniority within a class series is the seniority gained based on time in service in a number of job classifications which all belong to the same class series (for example, Inspector I, Inspector II, Senior Inspector and Supervising Inspector). Seniority within a job classification is the seniority gained based on time in service in a specific job classification.
2. LAYOFFS/REDUCTIONS IN WORK FORCE
 - A. When a reduction in work force becomes necessary for any reason such as lack of funds or lack of work, layoffs will be based on reverse order of overall Air District employment seniority.
 - B. As a result of any such layoffs, management may reassign remaining employees to equal or lower paying job classifications in order to assure that the operating requirements of the Air District can be met. Any such reassignments shall be made in accordance with the bumping mechanism set forth in Section 3(C) below.
 - C. The Air District will give an employee at least thirty (30) days written notice prior to the effective layoff date.
 - D. The Air District will furnish a list of employees to be laid off to recognized employee organization(s) at the same time the employees are given written notice.
3. BUMPING
 - A. DEFINITION. Bumping is the displacement of an employee to an equal or lower paying job classification. Bumping will be based on reverse order of seniority, either in the job classification or Air District-wide, as set forth in subsection (C) below. Normally, bumping will occur in the context of a reduction in the Air District work force, when the position of an employee with sufficient overall employment seniority with the Air District to avoid being laid off is eliminated. However, bumping may also occur in the context of a static staffing mode, when the Air District is unable to hire new employees to fill existing vacancies or as a result of significant changes in the operating requirements of the Air District, such that it is necessary to displace

existing employees to equal or lower paying job classifications involving new or different duties.

B. GENERAL RULES APPLICABLE TO BUMPING

The bumping procedure set forth below shall not be used for punitive or disciplinary purposes.

- (1) When any employee who has held a given job classification for less than four (4) years must be bumped, the employee to be bumped to an equal or lower paying job classification will be the employee with the least seniority in that employee's current job classification. When any employee who has held a given job classification for more than four (4) years must be bumped, the employee to be bumped to an equal or lower-paying job classification will be the employee with the least overall employment seniority with the Air District.
- (2) Whenever an employee is bumped, the time spent by the employee in the position from which the employee has been bumped, as well as any time which the employee previously spent in the position to which the employee is bumped, will count as time spent in the job classification to which the employee is bumped.
- (3) When two (2) or more employees have the same amount of seniority in a given job classification and one (1) must be bumped, the employee with the least overall Air District employment seniority is the one who will be bumped. When two (2) employees have the same amount of overall Air District employment seniority and one (1) must be bumped, the decision as to which employee must be bumped will be based on the flip of a coin.
- (4) Any employee who is bumped to a lower paying job classification will be Y-rated in accordance with Section 7.05. In the event of any subsequent vacancy in a job classification from which an employee was bumped, that employee will be automatically returned to that previous job classification. When more than one (1) employee has been bumped, that employee with the highest applicable seniority in accordance with rule one (1) above shall have priority to return to the previously held vacant job classification. In the event of a vacancy in a job classification in a class series from which an employee has been bumped that pays more than the job classification that the employee currently holds, but less than the job classification from which the employee was bumped (an intermediate-paying classification), the employee with highest applicable seniority in accordance with rule one (1) above will be automatically promoted to the intermediate paying classification.
- (5) An employee's seniority in a given job classification shall not be affected by a re-titling of the position and/or modification of the job description which involves no change in pay.

- (6) Subsequent to being hired as a regular employee, an employee's time in service as a limited-term employee in excess of 1,000 hours within a fiscal year shall count toward that employee's overall Air District employment seniority, and all of an employee's time in service as a limited term employee in a given job classification shall count toward that employee's seniority in that job classification.
 - (7) Prior to bumping any employee to an equal or lower paying job classification, the EO shall provide a written explanation as to why the operating requirements of the Air District necessitate that the employee be displaced from his or her current job classification. The Air District will give an employee at least thirty (30) days written notice prior to the effective date of any bumping. The Air District will furnish a list of employees to be bumped to recognized employee organization(s) at the same time the employees are given written notice.
- C. THE BUMPING MECHANISM. The bumping mechanism will operate by the application in sequential order of the following criteria, (1) through (9). Thus, an employee who, because of a lack of seniority in his/her job classification, is to be bumped to an equal or lower paying job classification will be bumped in accordance with the first of the following criteria which applies to his/her specific circumstances. At any step where a given employee may bump one of several other employees with less seniority, the individual with the least seniority is the one who will be bumped.
- (1) Prior to the implementation of any mandatory bumping or displacement of an employee to an equal or lower paying job classification to meet the operating requirements of the Air District, management shall solicit volunteers to move to that job classification. If more than one (1) employee in a job classification volunteers to be bumped, the volunteer with the greatest overall Air District employment seniority is the one who will be bumped.
 - (2) An employee can never bump back to a higher paying position which that employee previously held in the Air District; however, for purposes of calculating seniority in a job classification, the time spent by an employee in a higher paying job classification will be added to the time already spent in the current, lower paying job classification.
 - (3) An employee whose job is being eliminated bumps the least senior employee in the same job classification in the same division.
 - (4) The least senior employee in a division bumps the least senior employee in the same job classification anywhere in the Air District.

- (5) An employee, “A”, bumps to an equal paying job classification which “A” previously held, provided that “A” has more total seniority in the current and the previously held position than the least senior current employee in the position which “A” previously held.
- (6) “A” bumps to a lower paying job classification which “A” previously held, provided that “A” has more total seniority in the current and the previously held position than the least senior current employee in the position which “A” previously held.
- (7) “A” bumps to a lower paying job classification in a class series in the same division in which “A” previously held a position, provided that “A” has more total seniority in that class series and in “A’s” current position, taken together, than the least senior current employee in the lower paying job classification; and provided, further, that an employee must have held a job classification as a supervisor within the Air District in order to bump a supervisor in a lower paying class series.
- (8) “A” bumps to a lower paying job classification in a class series anywhere in the Air District in which “A” previously held a position, provided that “A” has more total seniority in that class series and in “A’s” current position, taken together, than the least senior current employee in the lower paying job classification; and provided, further, that an employee must have held a job classification as a supervisor within the Air District in order to bump a supervisor in a lower paying class series.
- (9) “A” bumps to an equal or lower paying job classification which “A” did not previously hold but for which “A” meets the minimum requirements identified in the job description, provided that “A” has more total Air District seniority than the least senior current employee in the equal or lower paying job classification.

Note: Notwithstanding that the foregoing criteria (6), (7), (8) and (9) shall normally be applied in sequential order, an employee who can bump to an equal or lower paying job classification under any of those four (4) criteria shall bump to the highest paying of the available positions.

D. RECALL

- (1) Employees who are laid off will be placed on a recall list for thirty-six (36) months, during which period, service time in the former classification will be preserved. However, no service time will be accrued during any period of layoff.
- (2) Employees will be recalled to their former job classification, or to a lower paying job classification for which they meet the minimum requirements identified in the

job description, in reverse order of layoff provided they respond to the notice (mailed to the employee's home address of record with the Air District by certified mail return receipt requested) of a classification opening by notifying the Air District of their intent to return within ten (10) working days of receipt of such notice and return to work or to their former classification within fifteen (15) calendar days of receipt of such notice.

- (3) An employee recalled to a lower paying classification or advanced to an intermediate paying classification shall remain on the recall list and retain the right to return automatically to his or her former, higher paying classification. The employee with the highest seniority shall have priority to return to the previously held vacant job classification or to advance to an intermediate paying job classification in the class series of the previously held classification.
- (4) 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.
- (5) A change in job title shall not affect an employee's recall rights.

ARTICLE XI

FRINGE BENEFITS

An employee who is approved for a part-time assignment of 90% or more will receive the fringe allowance as specified in Section 11.07 Premium Requirements. All other employment benefits will be prorated based on the hours worked. All employment benefits for an employee who is approved for a part-time assignment of less than 90% will be prorated based on the hours worked.

SECTION 11.01 HEALTH INSURANCE

The Air District shall make available health insurance coverage through the Public Employees Retirement System (CalPERS) for employees and their eligible dependents. Optional coverage is available for eligible dependents and for Domestic Partners where an employee has filed a confidential Declaration of Domestic Partnership with the Human Resources Division (HRD). In the event the health insurance coverage in effect July 1, 2025 becomes unavailable, the Air District and the Association, consistent with the Meyers-Milias-Brown Act (MMBA), shall meet and confer as quickly as possible in an effort to reach mutual agreement regarding a comparable value replacement plan.

SECTION 11.02 DENTAL INSURANCE

The Air District shall make available dental insurance coverage 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 HRD.

During the term of this MOU, the Air District will review whether other dental insurers have more in-network providers in the Bay Area and/or would otherwise result in lower out-of-pocket costs and will provide the review findings to the Association by January 1, 2028.

In the event the dental insurance coverage in effect July 1, 2025 becomes unavailable, the Air District and the Association, consistent with the MMBA, shall meet and confer as quickly as possible in an effort to reach mutual agreement regarding a comparable value replacement plan.

SECTION 11.03 VISION CARE

The Air District shall make available Vision coverage 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 Human Resource Division. Vision care coverage for dependents must be elected at the time of enrollment. In the event the vision care coverage in effect July 1, 2025 becomes unavailable, the Air District and the Association, consistent with the MMBA, shall meet and confer as quickly as possible in an effort to reach mutual agreement regarding a comparable value replacement plan.

SECTION 11.04 LIFE INSURANCE

The Air District provides life insurance coverage for employees. The life insurance amount is based on annual salary. Optional Additional Contributory Life is also available to employees. In the event the life insurance coverage in effect July 1, 2025 becomes unavailable, the Air District and the Association, consistent with the MMBA, shall meet and confer as quickly as possible in an effort to reach mutual agreement regarding a comparable value replacement plan.

SECTION 11.05 LONG TERM DISABILITY INSURANCE

The Air District shall provide Long Term Disability (LTD) Insurance which partially replaces lost income for employees who become disabled on or off the job and meet the eligibility requirements. In the event the LTD insurance coverage in effect July 1, 2025 becomes unavailable, the Air District and the Association, consistent with the MMBA, shall meet and confer as quickly as possible in an effort to reach mutual agreement regarding a comparable value replacement plan.

SECTION 11.06 VISION CARE, AND HEALTH, DENTAL AND LIFE INSURANCE COVERAGE AFTER RETIREMENT

1. All Employees Upon Retirement

The Air District shall comply with the provisions of the California Public Employees' Medical and Hospital Care Act. Vision care, dental insurance and life insurance coverage after retirement will be governed by the vision, dental and life insurance plans

in effect for employees covered by this agreement, and in compliance with the provisions of the Medicare program.

2. Employees Hired before July 1, 2010

Health insurance, dental insurance, vision care and life insurance shall continue for employees hired before July 1, 2010 at the maximum fringe benefit allowance received at the time of retirement. This Section also applies to employees hired before July 1, 2010 who separate from the Air District and are re-hired by the Air District at a later date and subsequently retire from the Air District.

3. Employees Hired on and after July 1, 2010

A. Health insurance, dental insurance, vision care and life insurance shall continue for retired employees at the maximum fringe benefit allowance received upon retirement times a percentage of Air District contribution, and in compliance with the provisions of the Medicare program.

The percentage of Air District contribution payable for postretirement health insurance, dental insurance, vision care and life insurance shall, except as provided in subsection B below, be based on the employee's completed years of credited CalPERS service at retirement as shown in the following table:

<u>Credited Years Of Service</u>	<u>Percentage of Air District Contribution</u>
10	50
11	60
12	70
13	80
14	90
15	100

This subsection shall apply only to employees who receive a service or disability retirement and are first employed by the Air District after July 1, 2010.

B. The credited service of an employee for the purpose of determining the percentage of Air District contributions applicable under subsection A shall not include purchased Additional Retirement Service Credit ('air time').

C. The credited service of an employee for the purpose of determining the percentage of Air District contributions applicable under subsection A shall include purchased Military, Peace Corps and AmeriCorps service.

- D. Notwithstanding subsection A, for employees hired by the Air District on and after July 1, 2010, and who retire for disability with less than ten (10) years of credited service, the contribution payable by the Air District shall be fifty percent (50%) of the maximum fringe benefit allowance received at the time of retirement.

4. Increases

Retired annuitants' fringe benefit allowances may be equal to and increased concurrently with increases to represented employees' fringe benefits, as determined by the Air District's Board of Directors.

- 5. For employees first employed before July 1, 2017, and with no break in service to the date of retirement, except as provided in 2 above, if they are otherwise eligible for an annuitant fringe benefit (see 1, 2 and 3 above), their retired annuitant fringe benefit allowance shall not be less than \$1763.70 per month or proration as described in 3 above.

SECTION 11.07 PREMIUM REQUIREMENTS

- 1. The Air District will provide a cafeteria plan for Fringe Benefits with a FBA for payment of premiums for health, dental, vision (including the vision buy up plan), and additional life insurance coverage.
 - A. For employees hired before July 1, 2017, the FBA will be equal to the appropriate tier provided in subsection 2 below or \$1763.70, whichever amount is greater.
 - B. For employees hired on or after July 1, 2017, the FBA will be equal to the appropriate tier provided in subsection 2 below.
- 2. Tiered Benefit Plan - The Air District will offer the following tiered benefit plan for FBA. Determination of tiers A, B, or C is based on enrollment for health care plan only.
 - A. Employee (EE) only – 100% of Kaiser Health Maintenance Organization (HMO) premium for single plus 100% of dental and vision premiums for Employee Only Plan.
 - B. Employee plus One – 95% of Kaiser HMO premium for employee plus one plus 95% of dental and vision premiums for Employee + One Dependent Plan.
 - C. Employee + Family – 90% of Kaiser HMO premium plus an additional one hundred dollars (\$100) per month added to the Fringe Benefit Allowance for employee plus two or more plus 90% of dental and vision premiums for Employee + Two or More Dependents Plan.

3. For those employees who do not enroll in a CalPERS health care plan, the allowance will be based on the percentage for the selected plan(s) as described above.

SECTION 11.08 STATE DISABILITY INSURANCE/FAMILY TEMPORARY
DISABILITY INSURANCE/PAID FAMILY LEAVE

Each employee is covered by State Disability Insurance (SDI) and Paid Family Leave Insurance, also known as Family Temporary Disability Insurance (FTDI). Premiums are paid by the employee. The Air District's sick leave payments are integrated with any payments received by the employee from SDI or FTDI. The cost of SDI and FTDI is deducted from the employee's pay.

SDI and FTDI are integrated with the employee's leave time. Employees shall not be entitled to receive more than one hundred percent (100%) of pay when SDI or FTDI and leave time are combined. The administration of the SDI and FTDI programs is solely the responsibility of the State of California. The Air District is not responsible for benefit levels, the duration of benefits, or the eligibility of Air District employees for benefits.

SECTION 11.09 WORKERS' COMPENSATION

1. An employee who is absent as a result of a work-related injury will continue to receive full pay for the first 90 calendar days after the date of injury (the period will apply only once per injury) providing the injured employee meets the following requirements/conditions:
2. The injury has been accepted by the Air District's workers' compensation insurance carrier as a bona fide work-related injury.
3. The work-related attending health care provider has medically authorized the absence.
4. If the length of the work-related absence qualifies the injured worker for temporary disability benefits from the Air District's workers' compensation insurance carrier, the wages of the employee will be deducted for the same amount as the temporary disability payments; and in no event, will the injured employee receive more than 100% of their wages when combined with any temporary disability payments from the Air District workers' compensation insurance carrier.
5. These provisions will only apply once per injury as determined by the Air District's Workers' Compensation Insurance carrier.
6. In the event that the Air District's workers' compensation insurance carrier does not accept the workers' compensation claim, the Air District is entitled to recover the amount of any benefits or time paid under this section. The Air District and the employee will develop a repayment plan. The employee may surrender sick leave, annual leave,

floating holidays or compensatory time, make a cash payment, accept payroll deductions, or agree to surrender any combination thereof for repayment. The compensation shall be paid back within one (1) year from the denial of the claim. Any period longer than one (1) year must be agreed upon by both parties due to extenuating circumstances.

SECTION 11.10 PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)

The following applies to those employees who were employed by the Air District on or before December 31, 2012 and to those employees who are otherwise eligible as ‘classic members’ as defined by CalPERS:

2% at 55 FULL RETIREMENT FORMULA: The Air District amended the PERS contract to implement the “2.0% at age 55 formula” effective July 22, 2002.

Employees who began CalPERS membership at the Air District or another qualifying CalPERS agency on or after January 1, 2013 shall participate in the 2% at 62 FULL RETIREMENT FORMULA.

In the event that any part of the California Public Employees’ Pension Reform Act (PEPRA) which affects benefits described herein is amended or otherwise voided by action of the legislature, electorate or court of law, the parties shall reopen negotiations concerning such provisions as quickly as possible and shall bargain this provision in accordance with MMBA requirements.

1. PICK-UP OF EMPLOYEE CONTRIBUTIONS:

There shall be no employer pick-up of mandatory retirement contributions during the term of this Agreement.

2. EMPLOYEE CONTRIBUTIONS

A. Effective July 1, 2013, the “classic employees” shall pay the entire seven percent (7%) mandatory employee contribution to CalPERS.

B. Employees who are not considered “classic employees” by CalPERS shall pay fifty percent (50%) of normal cost as required by PEPRA.

C. The charges, if any, shall not reduce the employees’ pensionable compensation, and shall not be treated as taxable income to the extent allowed by law. The Air District shall implement the provisions of section 414 (h)2 of the Internal Revenue Code (IRC) to ensure that the tax benefit provided by that section is made available to employees.

SECTION 11.11

CREDIT UNION

Employees may become members in the San Francisco Federal Credit Union.

SECTION 11.12

EMPLOYEE ASSISTANCE PROGRAM

The Air District shall offer an employee assistance program (EAP) to employees and members of their household. The EAP provides limited professional, confidential counseling service at no cost to the employee. In the event the EAP program in effect on July 1, 2025 is reduced or becomes unavailable, the Air District and the Association, consistent with the MMBA shall meet and confer as quickly as possible in an effort to reach mutual agreement regarding a comparable value replacement plan.

SECTION 11.13

TRANSIT SUBSIDY

1. Consistent with the Air District's efforts to promote the use of public transportation and to reduce the number of single-occupant automobiles during commute hours, full-time Air District employees are eligible for a transit subsidy. Use of the transit subsidy is confined to the employee during commute hours.
2. Effective January 1, 2026, the Air District will provide a transit subsidy up to a payment equal to the maximum IRS transit subsidy (currently \$340.00) per month to subsidize eligible transit expenses as detailed in this provision. Eligible transit expenses include passes for public mass transit system, carpool participation, electric vehicle participation, walking and bicycling participation, and parking associated with mass transit systems.
3. Procurement of transit passes is the obligation of the individual employee. No funding will be advanced by the Air District. The transit subsidy will be made available to eligible Air District employees on a designated day prior to the beginning of each month. The Air District reserves the right to use other methods deemed more efficient for the Air District.
4. There will be no banking of the unused allocation of transit subsidy. Transit subsidy allowance is for each individual month and will not be cumulative. The purpose of transit subsidy is to provide an allowance to employees who use an alternative method of transportation for the sole purpose of coming to and from work (portal to portal).
5. Verification: Transit subsidies may be audited on an Air District-wide basis at any time. For stated reasons provided in writing to the employee, the Air District may audit an individual employee and require the employee to provide a written explanation of the employee's use of transit subsidy. This provision is intended to be invoked on an individual basis in situations where abuse of transit subsidy is reasonably suspected. Persons in violation of this section may be subject to disciplinary action.

6. If an employee chooses to change their subsidy, they must complete the necessary forms in a timely manner in order to receive their subsidy for the subsequent month.
7. Carpool: An employee who participates in carpool to commute to and from an Air District facility shall be reimbursed up to the maximum monthly transit subsidy. Reimbursement to the vehicle owner for commute carpooling expenses will be \$8.00 per day (or \$4.00 per one-way trip) up to the maximum monthly transit subsidy. Reimbursement to riders in a carpool will be \$4.00 per day (or \$2.00 per one-way trip) up to the maximum monthly transit subsidy. A carpool is defined as three or more persons, at least two of which must work in the same building as the Air District employee. Carpool reimbursement will be made on a monthly basis. No funding will be advanced by the Air District. In order to receive the carpool subsidy, the employee must certify to the HRD, no later than the 10th day of each month, the number of days carpooled during the previous month and the names of the persons who participated in the carpool. An employee that drives a vehicle as a carpool to commute to and from an Air District facility shall be provided with parking at no cost, subject to availability.
8. Electric Vehicle: Consistent with current practice, an employee who uses an electrical vehicle to commute to and from an Air District facility shall be provided with parking and have access to a re-charging station at no cost, including in parking garages the Air District contracts with, subject to availability. In no event is the Air District obliged to pay for additional parking or to reimburse employees for parking fees as a result of this paragraph.
9. Walking or Biking: Air District employees who walk or bicycle to work and live more than 1.0 mile from their work locations will be reimbursed up to \$5.00 per day (or \$2.50 per one-way trip). In order to receive the walking or biking subsidy, the employee must certify to the HRD, no later than the 10th day of each month, the number of days walking or biking during the previous month.
10. Parking passes associated with transit systems are subject to subsidy.
11. The amount of transit subsidy shall be increased by any increase(s) in the Internal Revenue Service limit for the duration of the contract.
12. Air District employees who have been assigned an Air District vehicle may be reimbursed for parking costs associated with keeping the vehicle at or nearby their place of residence. In any fiscal year, such reimbursements shall not exceed the annual cost of a San Francisco residential parking permit for passenger vehicles as of July 1 of that year (currently \$215).

SECTION 11.14

DEFERRED COMPENSATION

The Air District shall offer the opportunity to participate in an IRC Section 457 deferred compensation plan. This plan is designed to allow employees to invest a portion of their salary on a tax-deferred basis until such time as the employee withdraws the funds and/or after-tax (Roth) basis.

Quarterly, the Air District shall convene a committee whose charge shall be to review the performance, costs and related design of this plan and to evaluate alternate plan(s) to be offered. This committee shall consist of an equal number of non-EA and EA represented Air District employees. Based on the evaluation, the committee shall provide a recommendation regarding plan(s) to be offered

In the event of a recommended change in vendor(s), the Air District and the Association shall meet and confer as quickly as possible with regard to any such change in vendor(s). Following the completion of the meet and confer process, the Air District may implement reasonable changes in vendor(s).

SECTION 11.15

EDUCATIONAL AND SKILLS ENHANCEMENT REIMBURSEMENT PROGRAMS

1. JOB-RELATED EDUCATIONAL PURSUITS

- A. The provisions of the “Job-Related Educational Pursuits” section will be applicable to an employee who applies for “Skills Enhancement Pursuits” and who takes an educational course or other skills enhancement course which is directly related to the employee's current position, but is not necessarily enrolled at an accredited college or university in an undergraduate or graduate degree program.
- B. “Year” is defined as fiscal year (July 1 through June 30).
- C. For the purposes of this section “Job-Related Educational Pursuits” is defined as education that either maintains or improves an employee's job skills as they relate to an employee's current position.
- D. 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.
- E. To qualify for reimbursement under this Section 11.15, participation in certificate programs is subject to prior approval by the HRD. Reimbursement will be approved if the educational pursuit conforms with (A), (C) and (D) above, and there is sufficient funding pursuant to (F) below. Certificate programs in which an employee's participation will normally be granted shall include, but not be limited to,

environmental management certificate programs offered by the University of California or other colleges and universities as well as coursework leading to a professional license which relates to the work of the Air District (such as a Professional Engineer license).

- F. Each year, the Air District shall apportion an amount up to \$50,000.00 to allow for reimbursements of up to \$2,750.00 per permanent, non-probationary employee (working 50% or more) when they 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 HRD before taking the course in order to be reimbursed. This program will be administered on a first-come, first-approved basis upon successful completion. Each July, the Air District will provide the Association a report summarizing (1) all requests for reimbursement and (2) all reimbursement approvals for the previous fiscal year.

2. SKILLS ENHANCEMENT PURSUITS

- A. For the purposes of this section “skills enhancement 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 Air District’s work in general and will enhance an employee’s skills and may allow for further advancement or promotion at the Air District.
- B. Each year, the Air District shall apportion an amount up to \$40,000.00 to allow for reimbursements of up to \$1,750.00 per permanent, non-probationary employee (working 50% or more) when they attend and successfully complete skills enhancement course. 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 HRO before taking the course in order to be reimbursed. This program will be administered on a first-come, first-approved basis upon successful completion. Each July, the Air District will provide the Association a report summarizing (1) all requests for reimbursement and (2) all reimbursement approvals for the previous fiscal year.
- C. An employee may be reimbursed for courses necessary to attain a job-related degree.
- D. Reimbursement will be approved if the skills enhancement pursuit conforms with (A) and (C) above, and there is sufficient funding pursuant to (B) above.

3. REIMBURSEMENT

- A. Upon proof of completion of a course (grade “C” or better, “pass”, “credit” or other indication of satisfactory completion of the course) the Air District will reimburse the

employee for the course cost and related materials (required books, supplies, lab fees, etc.) up to the prescribed limit. An employee may be reimbursed for courses necessary to attain a job-related degree.

- B. The reimbursement for Job-Related Educational Pursuits or Skills Enhancement Pursuits whose course cost is all-inclusive, which includes either meals, lodging, entertainment, or special events, etc. shall be reduced by the reasonable costs of these non-course related items.

4. STUDENT LOAN REPAYMENT

Each year, the Air District shall apportion an amount up to \$50,000.00 to be used by permanent, non-probationary employee (working 50% or more) to repay student loans. To remain eligible, participating employees must continue to make minimum monthly payments to their loan servicer in addition to the assistance received under this program. Student loan assistance payments will be made in amounts of up to \$2,500.00 per year per participating employee. This program will be administered on a first-come, first-served basis. Each July, the Air District will provide the Association a report summarizing (1) all requests for student loan repayments and (2) all student loan repayments for the previous fiscal year.

SECTION 11.16 DEPENDENT CARE ASSISTANCE PLAN

The Air District will continue for the term of this Agreement the Dependent Care Assistance Plan as adopted by the Board of Directors by Resolution 98-25, November 4, 1998. However, employee contributions shall be allowed at the maximum level allowed by law.

SECTION 11.17 SOCIAL SECURITY REPLACEMENT BENEFITS

The Air 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.
2. Life insurance coverage for employees is as specified in the contracts. The contracts are available in the Human Resources Section.
3. A portion of long-term disability coverage at the level of 66 2/3% of monthly salary to a maximum benefit of \$6,500.
4. Qualified pension plan contribution of \$325.00. per month credited to each full-time regular employee's account. The \$325.00 monthly credit will commence the first full pay

period after ratification and approval of the MOU. The monthly equivalent from July 1, 2025 until payment commences after ratification and approval will be credited in a single lump sum within four (4) full pay periods after ratification and approval of the MOU. The monthly contribution for each subsequent fiscal year shall be adjusted by the change in the annual-average Bay Area CPI-W for the previous calendar year.

5. Effective with the ratification and approval of this MOU, Medicare Part B for employees that retire after July 1, 2000 up to a maximum total cost of \$50,000 per year for all covered retirees. However, employees that retire after July 1, 2011 shall only be entitled to be reimbursed for the standard Medicare Part B premium. Once the \$50,000 has been distributed by the Air District, an additional \$5,000 per calendar year shall be made available to reimburse the standard Medicare Part B premium for employees that retire after July 1, 2011.
6. PERS Long Term Care for Air District employees who previously elected to enroll in the PERS Long Term Care Program as paid for by the employee or should PERS reinstate this program or a program with an equivalent purpose, elects to enroll in the Program or its equivalent.

SECTION 11.18 HEALTH CARE SPENDING ACCOUNT

The Air District will offer employees the option to participate in a Health Care Spending Account (HCSA) Program designed to qualify for tax saving under Section 125 of the IRC, but such savings are not guaranteed. The HCSA Program allows employees to set aside a pre-determined amount of money from their paycheck, not to exceed the maximum amount allowed by law, for health care expenses not reimbursed by any other health benefits plan before tax dollars. HCSA dollars can be expended on any eligible medical expenses allowed by IRC Section 125. The employee cannot recover any unused balance

SECTION 11.19 GUARANTEED RIDE HOME

An employee who uses an alternate method of transportation to commute to and from work will be guaranteed a ride home in the event of an unforeseeable circumstance that would prevent the employee from using such alternate method of transportation to commute home from work.

ARTICLE XII **LEAVE AND HOLIDAYS**

SECTION 12.01 ANNUAL LEAVE

1. An employee will earn annual leave credits at the rate of 3.69 hours per pay period (approximately one [1] day per month) for the first three (3) years of employment. Annual leave will accrue but cannot be taken until the successful completion of six (6) months' service.

2. An employee with more than three (3) and up to five (5) years of employment will earn annual leave at the rate of 4.64 hours per pay period (approximately 1-1/4 days per month).
3. An employee with more than five (5) and up to ten (10) years of employment will earn annual leave at the rate of 5.52 hours per day period (approximately 1-1/2 days per month).
4. An employee with more than ten (10) and up to twenty (20) years of employment will earn annual leave at the rate of 6.48 hours per pay period (approximately 1-3/4 days per month).
5. An employee with more than twenty (20) years and up to twenty-five (25) years of employment will earn annual leave at the rate of 7.69 hours per pay period (approximately 2 days per month).
6. An employee with twenty-five (25) 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).
7. 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 pay period.
8. Annual leave will normally be scheduled in advance with 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. Any denial of annual leave to an employee who is within forty (40) hours of the cap will be reviewed by the DEO and DHR.
9. The maximum accumulation of annual leave will be five hundred and twenty-five (525) hours for calendar year 2026 and five hundred (500) hours for calendar year 2027 and thereafter. After reaching that limit, no further hours shall be accumulated until the employee reduces the balance below the respective cap. Employees who have accrued more than five hundred and twenty-five (525) hours prior to the ratification of this MOU, will have until January 09, 2027 to reduce their annual leave balance to the cap.
10. Use of annual leave, floating and holiday leave, compensatory time off (CTO), or any combination thereof of more than one hundred and sixty (160) consecutive hours must be scheduled and approved by the EO in advance.
11. For the purposes of determining the rate of annual leave, accumulated service within the Air District will be used less any time for leave of absence in excess of two (2) pay periods.

12. In 2026, an employee may exchange unused annual leave in excess of 160 hours up to a maximum of forty (40) hours for the equivalent amount in wages. Effective as of the first request form due by December 10, 2026 and thereafter, eligible employees who have in excess of 160 hours will have the opportunity to designate unused unaccrued vacation hours for sell back the following calendar year up to forty (40) hours. To be eligible for the vacation sell back program, the employee must submit a request form by December 10th of that calendar year, which will be paid out September 1 of the following calendar year, which ensures that the employee has accrued the amount of vacation (in that calendar year) they have identified in their irrevocable request.
13. An employee who is re-hired within five (5) years of their separation by the Air District as a permanent employee will accrue annual leave at the rate the employee was accruing at the time of separation.
14. If a holiday occurs during a continuous period of authorized annual leave, the holiday will not be counted as a day of annual leave.

SECTION 12.02 SICK LEAVE

1. **COVERAGE.** Sick leave is granted leave to cover authorized absence by an employee unable to work for any of the following reasons, and subject to documentary proof in the form of a medical certification from a licensed health care provider whenever absences exceed five (5) consecutive scheduled work days:
 - A. Personal injury or illness, pregnancy, childbirth, or pregnancy-related disability.
 - B. Exposure to contagious disease requiring quarantine.
 - C. When the employee is required to attend to a member of the immediate family for reason stated in (A) above, to a maximum of eighty (80) hours per calendar year, provided, however, that in the event of a catastrophic illness of an immediate family member, an employee may petition the EO or designee to use more than eighty (80) hours of accrued sick leave per year to care for that immediate family member.
 - D. For the purpose of this section, immediate family will include: mother, father, spouse, children, brother, sister, grandparents and grandchildren of the employee, domestic partners and relatives by marriage and relatives of domestic partners, including mother-, father-, brother-, sister-, son-, and daughter-in-law.
 - E. Appointments for dental, eye, and other medical examinations.
 - F. When an employee is required to be absent for purposes related to the birth, adoption or foster care placement of a child a maximum of eighty (80) hours per calendar year,

provided, however, an employee may petition the EO or designee to use more than eighty (80) hours of accrued sick leave per year for purposes related to the adoption of a child. Examples may include but are not limited to: appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; any periods of time the adoptive parents are ordered or required by the adoption agency or by the court to take time off from work to care for the adopted child; and any other activities necessary to allow the adoption to proceed. Employees must retain at least eighty (80) hours of sick leave after utilizing sick leave for purposes related to the birth, adoption, or foster care placement of a child.

2. 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 that may be accumulated. Part-time employees will earn sick leave on a pro-rated basis. Employees are eligible to use sick leave as it is earned.
3. COORDINATION WITH STATE DISABILITY INSURANCE. At the employee's election, sick leave may be integrated with State Disability Insurance, Family Temporary Disability Insurance and Workers' Compensation Insurance as soon as eligibility for such benefits is established.
4. 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 ninetieth (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.
5. 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.
6. BLOOD DONATIONS. Employees may take up to two (2) hours to donate blood to the Air 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 by the employee's supervisor and consistent with Air District operating requirements.

SECTION 12.03 BEREAVEMENT LEAVE

1. When a death occurs in the immediate family of an employee, the employee may take twenty-four (24) consecutive work hours off, counting the day of the funeral, without loss of pay. An additional two (2) days of bereavement leave may be taken-nonconsecutively by members subject to the requirements of California Government Code 12945.7 on an unpaid basis or by using available annual or sick leave within three (3) months of the date of the family member's death.

2. If the employee is the family member required to make family arrangements for the funeral, burial, celebration of life or equivalent ceremony, the employee may take up to forty (40) work hours off without loss of pay to make such arrangements. Such time shall include all time for travel.
3. For the purpose of this Section, immediate family is defined the same as in Section 12.02(1)(D) above.

SECTION 12.04 MILITARY LEAVE

The Air District shall comply with all applicable laws requiring the release and payment for duty in the U.S. Military or California National Guard. Notice must be given by the employee to their supervisor as soon as the obligation to attend military duty is known.

SECTION 12.05 JURY DUTY

Employees selected for jury duty shall be excused from work with pay for the hours required by such obligation provided they submit any jury fees received for such time to the Air District. The employee shall return to work whenever released during working hours and travel time allows except as provided in Section 9.01.5.

SECTION 12.06 SUBPOENA AS A WITNESS

Pursuant to Government Code Sections 1230 and 1230.1, any employee subpoenaed as a witness on matters related to Air District business shall be allowed the time necessary to be absent from work without loss of regular pay.

SECTION 12.07 HOLIDAYS

1. 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)
Farmworkers' Day	(Thirty-first day of March)
Memorial Day	(Last Monday of May)
Juneteenth	(Nineteenth day of June)
Independence Day	(Fourth of July)
Labor Day	(First Monday of September)
Indigenous Peoples' 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)

2. Every day appointed by the President of the United States or Governor of California as a paid day off for Federal or State employees will be recognized as a paid day off by the Air District.
3. 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.
4. Employees will be granted forty (40) hours of floating holidays per year except an employee hired after January 1st and prior to June 1st will be allowed only sixteen (16) hours of floating holiday within that fiscal year. Employees hired after May 31st and prior to July 1st will receive no floating holiday for that fiscal year. Employees must request to use a floating holiday in advance. A floating holiday can be taken only with the approval of the employee's supervisor.
5. Notwithstanding Section 12.07(3), above, employees who are not scheduled to work on a day that is a scheduled holiday for other Air District employees shall be credited with eight (8) hours of floating holiday pay in-lieu of the scheduled holiday. The eight (8) hours of floating holiday shall be credited to the employee's accrual in the same pay period that the scheduled holiday occurs.

SECTION 12.08

BENEVOLENT LEAVE FUND

1. The Benevolent Leave Fund is established for the use and donation by Air District employees. Any Air District employee (hereinafter referred to as "employee") may donate annual leave, sick leave, compensatory time off, or floating holiday, with the limitation noted in subsection A immediately below, to the Benevolent Leave Fund for the benefit of an employee who they themselves are or their eligible family member (i.e., spouse, registered domestic partner, child, sibling, grandparent, parent, parent-in-law, or person of whom the employee is a legal guardian) is catastrophically ill, injured, or suffering from long-term ailments and, in the case of an employee, unable to work for forty (40) 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 forty (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 one hundred twenty (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.
2. In order to be a fund recipient, the following conditions apply:
- A. The recipient or their eligible family member (as defined in Section 12.08, Subsection 1 above) must be catastrophically ill, injured or suffering from long-term ailments on an approved leave for medical purposes and must have on file with the Human Resources Division a medical verification from the employee or their eligible family member's personal physician that demonstrates that the recipient or the eligible family member is in fact catastrophically ill, injured or suffering from long-term ailments and, in the case of an employee, unable to work for at least forty (40) consecutive working hours or longer.
 - B. Upon written request from the Association Board of Directors, the Director of Human Resources shall provide to the Association the amount of leave in the Fund.
 - C. 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.
 - D. 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.

- E. Unless leave has been specifically donated to the employee, employees may not use in excess of two hundred (200) hours annually of the Benevolent Leave Fund. If the leave has been specifically donated to the employee, the employee may not use in excess of four hundred and sixty (460) hours annually of benevolent leave donations. Requests to use in excess of four hundred and sixty (460) hours of benevolent leave in a year for an employee's own use must be approved by the EO or designee and such approval will not be unreasonably withheld. Any hours specifically donated to an employee in excess of what the employee may use will be returned to the donating employee(s).
- F. Written requests to use leave from the Fund shall be submitted to the DHR or designee.
- G. The DHR or designee shall provide a written response approving or denying the employee's request, or requesting more information within five (5) working days. If the request is denied, the DHR or designee shall state the reasons for denial in the written response.
- H. If a request to use leave from the fund is denied, the refusal may be appealed to the EO or designee. The EO's or designee decision shall be provided, in writing, to the employee within ten (10) calendar days from the date an appeal is submitted.

Catastrophic illness, injury, or long-term ailments are defined as a serious illness, injury, impairment, or physical or mental condition and, in the case of employees, one that is present for a minimum of forty (40) consecutive working hours or longer.

SECTION 12.09 TEMPORARY DISABILITY LEAVE

Subject to Article XVII, Section 2, the provisions of Division III, Section 11.4 of the Air District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference until the conclusion of the reopener on this section.

SECTION 12.10 FAMILY CARE LEAVE

Subject to Article XVII, Section 2, the provisions of Division III, Section 11.7 of the Air District's Administrative Code Personnel Policies and Procedures are incorporated herein and made a part hereof by this reference except as modified in 1 and 2 below, until the conclusion of the reopener on this section:

1. Each full-time employee is entitled to a maximum of four hundred eighty (480) hours of family care and medical leave during any twelve-(12-)_month period. The twelve-(12-) month period is a rolling period looking backwards. Family care and medical leave can only be initiated by request of the employee. Prior to the request, time off taken on any type of paid leave will not be deducted from the family care and medical leave

entitlement. When medically necessary, leave may be taken on an intermittent basis or the employee may be authorized to work on a reduced schedule.

2. The Family Care Leave entitlement may consist of paid or unpaid leave. An employee who is taking family care and medical leave to care for an eligible family member must use all accrued annual leave and floating holiday, except for eighty (80) hours that may be retained or used at the employee's discretion, before unpaid leave may be taken. An employee who is taking family care and medical leave due to the employee's own serious medical condition is not required, but may choose to, use accrued annual leave and floating holiday.

SECTION 12.11 PREGNANCY DISABILITY LEAVE

Subject to Article XVII, Section 2, the provisions of Division III, Section 11.9 of the Air District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference, until the conclusion of the reopener on this section.

SECTION 12.12 LEAVE ACCRUAL - RETURNING FROM UNPAID LEAVE

Once returning to work from unpaid leave, in order to accrue annual and sick leave, an employee must work fifty percent (50%) of his or her regularly scheduled assignment (i.e. fifty percent (50%) of the regular assignment of forty (40) hours in five (5) consecutive eight-hour days or fifty percent (50%) of forty (40) hours in four (4) consecutive ten (10)-hour days).

SECTION 12.13 LEAVE WITHOUT PAY

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 DEO for leave up to eighty (80) hours, or by the EO or designee for periods longer than eighty (80) hours. An employee must exhaust float and compensatory time off balances to zero (0) and annual leave balance to eighty (80) hours before leave without pay will be granted.

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 Air District office is open for business. A return to work of one (1) 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 Article XI, except that an employee on leave without pay for more than eighty (80) hours during a fiscal year will not accrue annual or sick leave for the period of leave without pay in excess of eighty (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 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.

SECTION 12.14 LEAVE OF ABSENCE

1. 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 EO or designee. 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 Article XI, 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 11. 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.

2. Return after unexpired leave. Granting a leave of absence will permit the return of the employee to Air District employment before the expiration of the leave of absence under the following conditions.
 - A. 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.
 - B. Leave of absence does not confer any absolute right to return to position or employment.
 - C. Employee time in-grade for salary increase will be preserved, at the same level.
 - D. Accrued pension rights and pension time will be preserved.

SECTION 12.15 PAID PARENTAL/FAMILIAL LEAVE (PPFL)

1. Employees may take up to one hundred-twenty (120) hours (or pro rata equivalent to the employee's normal workweek) of paid time off per twelve- (12-) month period for Paid Parental/Familial Leave (PPFL) upon birth, adoption, or placement of a foster child or to attend to an eligible family member (as defined 12.08, Subsection 1 above) who is seriously ill/injured or in need of long-term care. Within one hundred-twenty (120) days of ratification and approval of this MOU, the parties have agreed to meet to come to

agreement and finalize the details of the PPFL benefit applicable to EA members subject to the following principles of agreement:

- A. PPFL does not operate to extend any leave provided by state or federal law or by this MOU and, in those circumstances, operates as wage replacement;
 - B. PPFL does not operate to extend any other form of leave provided by the MOU, but may, subject to the parties' agreement on the details identified in subsection 2 below, be used in sequence with other forms of leave;
 - C. When using PPFL, time taken off will not be deducted from the employee's sick or vacation leave balances; and
 - D. All represented employees are eligible for PPFL (subject to the parties' agreement on the details identified in subsection 2 below) after completing their first ninety (90) days of service;
 - E. The parties will negotiate over the specific meaning of "seriously ill, injured, or in need of long-term care" for PPFL purposes, but agree that employees who are off work for eligible family members with FMLA/CFRA qualifying illnesses, injuries, and long-term care needs are covered by PPFL.
2. The parties will negotiate details, including but not limited to, eligibility requirements, nature of illnesses covered, nature of required documentation depending upon type of PPFL taken, request and approval processes, etc.

ARTICLE XIII ASSOCIATION ACTIVITIES

SECTION 13.01 COMMUNICATING WITH EMPLOYEES

- 1. The Association may use Air District internal mail and email systems. Any such mail (hard copy or email) will be given to the Business Manager for routing.
- 2. The Association will use the right-hand third of the space on Air District bulletin boards for posting Association business announcements provided Air District business matters do not take precedence. All material posted will be dated for timely removal. No Association documents will be removed prematurely except for demonstrated lack of space.

SECTION 13.02 USE OF DISTRICT FACILITIES

- 3. The Association may use Air District meeting rooms provided they are available and there is no interruption of Air District work. The Association will submit its

requests to the Business Manager for the use of the rooms in advance. Meetings of the Air District take precedence over Association meetings. Security and clean-up will be the responsibility of the Association.

4. The Association may use the Air District's reproduction facilities at reasonable cost.
5. Materials to be reproduced will be submitted to the Business Manager for costing and scheduling, which will be without interruption of Air District business. The Air District will bill the Association monthly for costs incurred.
6. The Air District will provide the Association with office space providing there is available space.

SECTION 13.03 ASSOCIATION REPRESENTATIVES AT BOARD OF DIRECTOR MEETINGS

Two (2) Association representatives will be allowed to attend regular meetings of the Board of Directors on paid release time. Two (2) Association representatives will be allowed to attend regular meeting of committees of the Board of Directors when items are on the agenda that directly relate to matters within the scope of representation of Association activities.

SECTION 13.04 ASSOCIATION REPRESENTATIVES

1. The Association may, by written notice to the HRD, designate no more than nine (9) of its members to be stewards. Annually, or if a change in Stewards occurs, notification shall be provided to the HRD within ten (10) working days of such change.
2. The stewards and officers (representatives) will obtain approval from their immediate supervisor or management official before leaving a work assignment. Permission will not be withheld except for good cause.
3. Representatives will be allowed to post Association notices on Air District bulletin boards.
4. Representatives other than the President or Vice President will each be allowed up to eight (8) hours off, with pay, per month to engage in Association business, including but not limited to assisting employees in processing grievances. The amount of time so used will be reflected in the representative's time sheet. Time spent meeting with Air District Management personnel shall not count against the hours allotted. The President and Vice President each will be allowed up to seven (7) hours off, with pay, per month to spend on Association business.

Any represented employee who has a grievance may request the assistance of a

representative in preparing and presenting the grievance.

5. Association board and committee members working on Association business and issues related to meet and confer shall be provided with reasonable time and accommodations to spend on these activities, so long as advance notification is given to, and approval is received from, an employee's supervisor.
6. The Association negotiating team members (total of nine [9]) will be allowed up to forty (40) hours off, with pay, per month for bargaining preparation when negotiations are in progress.
7. In the event that a dispute results in litigation or is submitted to arbitration or any other forum for dispute or grievance or litigation resolution, not more than two (2) representatives shall be authorized to attend the proceedings on paid release time to represent the grievant and/or the Association. This paid release time is separate and apart from any other paid time afforded to representatives for association activities. The EO may release any number of people for such proceedings.

ARTICLE XIV AVAILABILITY OF DISTRICT DOCUMENTS

SECTION 14.01 ADMINISTRATIVE CODE

The Air District will continue to make available to the Association a copy of the Administrative Code.

SECTION 14.02 HEALTH INSURANCE PLANS

The Air District will continue to make available for reading by authorized representatives of the Association the master plans of the life, health, vision and dental insurance plans. The master plans will be available in the HRD only.

SECTION 14.03 PERSONNEL FILES

The Air District will continue to maintain a personnel file on each employee. Employees have the right to review their personnel file at reasonable times with prior arrangement (normally within 7 days) with the HRD.

ARTICLE XV

PERSONNEL TRANSACTIONS AND RECORDS

SECTION 15.01 HIRING AND INITIAL ORIENTATION

Division III, Section 12.1 of the Air District's 2023 Administrative Code is incorporated herein, and made a part hereof by this reference.

SECTION 15.02 PERSONNEL AND MEDICAL FILES

Division III, Section 12.2 of the Air District's Administrative Code is incorporated herein, and made a part hereof by this reference.

SECTION 15.03 EMPLOYMENT RECORD VERIFICATION

Division III, Section 12.3 of the Air District's 2023 Administrative Code is incorporated herein, and made a part hereof by this reference.

SECTION 15.04 CLASSIFICATION SYSTEM

Division III, Section 12.4 of the Air District's 2023 Administrative Code is incorporated herein, and made a part hereof by this reference.

SECTION 15.05 REQUESTS FOR NEW EMPLOYEES

Division III, Section 12.5 of the Air District's 2023 Administrative Code is incorporated herein, and made a part hereof by this reference.

SECTION 15.06 PERSONNEL ACTION FORMS

Division III, Section 12.6 of the Air District's 2023 Administrative Code is incorporated herein, and made a part hereof by this reference.

ARTICLE XVI

METHOD OF FILLING VACANCIES

SECTION 16.01 PROCEDURES

1. TRANSFERS. A transfer is the process by which an employee can voluntarily move to an equivalent or lower-classified position (irrespective of classification series). Prior to initiating a recruitment, the Hiring Manager and HRD generally shall solicit transfer requests from bargaining unit employees by issuing a solicitation of interest to all regular hire Air District employees. Employees shall be given at least five (5) working days to submit their application/resume and a cover letter indicating interest in the transfer. For operational or business needs, the Division Director or DEO, with the approval of the

DHR, may elect not to solicit transfers prior to initiating a recruitment, which will be the exception to the general rule. The Air District will give written notice to the Association that it has elected not to solicit transfers.

Eligibility for a transfer requires employees to meet the minimum qualifications (MQs) for the position, to currently hold a position in the same or higher classified classification (irrespective of classification series), and not have had any discipline of One-Day Suspension or greater in the last twelve (12) months. The Hiring Manager, in consultation with the DHR, retains full discretion to determine whether to select a transfer applicant. Final transfer decisions will be forwarded to the HRD for processing. If an internal transfer applicant is not selected or the selected applicant declines the transfer, the Air District will launch a recruitment.

2. **UNDERFILL.** For the term of this MOU only, prior to initiating a recruitment, the Hiring Manager, in consultation with DHR and with approval from the EO, may choose to underfill a position for up to six (6) months with a lower classification within the same classification series to allow for recruitment flexibility and professional development opportunities for less experienced staff. The following conditions must be met in order for a position to be underfilled:
 - A. No employee in the Division/Office in the classification in the same series immediately below the vacancy to be underfilled is qualified to fill the vacant position.
 - B. At least one (1) interested employee in the Division/Office in the classification in the same series immediately below the vacancy to be underfilled will be qualified to fill the vacant position at the end of the underfill period.
 - C. At the end of the underfill period, if there are two (2) or more interested and qualified employees, consistent with 2.b. above, then the Air District will run a recruitment between only those individuals and will fill the position with one of those employees.
 - D. If 25% or more of the underfilled position (i.e., the higher-classified position) will be performed during the underfill period, it may only be performed by a represented employee in a Temporary or Acting Assignment.
3. **ANNOUNCEMENT PROCEDURE.** When a bargaining unit position is vacant and after the completion of the transfer process, if any, the HRD will prepare and electronically post a job announcement. Recruitments may be “Open” (internal and external applicants) or “Internal” (Air District applicants only). The job announcement will be open for a minimum of five (5) working days and will include the opening date, required MQs, position responsibilities, examples of duties and a general description of the selection procedures.
4. **REVIEW OF JOB ASSIGNMENT(S) AND CLASSIFICATION SPECIFICATIONS.** Prior to initiating a recruitment (excluding transfers), the Hiring Manager shall have the right to make job assignment changes within the classification and must review the

applicable classification specification of the vacant position. The most relevant duties and functions for the vacant position shall be emphasized (e.g., in bold) in the job announcement. A working title, which is a descriptive word or phrase that better reflects the nature of the position, may be used in the job announcement. The title of all job announcements will include the classification specification title.

5. APPLICATION. Applicants who wish to be considered for the position will submit a completed application form to the HRD on or before the filing deadline specified in the announcement.
6. MINIMUM QUALIFICATIONS (MQs). MQs include, but are not limited to, education, experience, knowledge, skills, abilities as stated in the classification specification and included in the job announcement. Equivalent combinations of relevant education, certification, and/or experience may be considered by the HRD.

The HRD shall determine if the applicants meet the MQs of the position. The HRD shall inform each applicant in writing if they do not meet the MQs for the position. The HRD may reject any application if the applicant does not possess the MQs required for the position, or for other justifiable reasons. The HRD shall inform any disqualified bargaining unit applicant in writing of the specific reasons for the disqualification and their rights to appeal the HRD's decision.

7. CONSIDERATION OF DISCIPLINE OR PERFORMANCE EVALUATION. The Air District may consider an Air District employee's disciplinary or Performance Evaluation history as part of the process of filling vacancies, provided that the impact of such history be documented in writing as part of the hiring record.
8. VACANCY. A vacancy is a position in which there is no incumbent and no employee has a right to the position. A position is vacant when the position is newly-created, the incumbent terminates, the incumbent is on a Leave of Absence or the incumbent has been demoted from the position. A position is not vacant if the incumbent is on Sick Leave, Annual Leave, Bereavement Leave, Temporary Disability including Pregnancy Disability Leave, Family Care Leave, Paid Parental and Family Leave, Administrative Leave, Workers' Compensation, Leave Without Pay or any other circumstances determined by the EO.
9. ORDER OF FILLING VACANCIES.
 - A. FIRST PRIORITY. Reinstatement from Layoff, return from Leave of Absence granted for medical reasons. To fill a vacancy in the first priority category, the HRD will submit the names of all qualified applicants to the Hiring Manager.

- B. **SECOND PRIORITY.** For regular employees, transfer, promotion, or return from Leave of Absence granted for non-medical reasons. To fill a vacancy in the second priority category, the procedures specified in this Section shall be used.

The Hiring Manager shall have the right to determine whether a second priority order for filling vacancies shall be Internal or Open. In the event the recruitment is Open, bargaining unit employees have the opportunity to apply and compete for the vacant position with the outside applicants.

10. **MINIMUM QUALIFICATIONS DISQUALIFICATION APPEAL.** The bargaining unit applicant shall have the right to appeal the HRD's decision.

To initiate the appeal, the bargaining unit applicant must submit a written request to the HRD within five (5) working days from the receipt of the disqualification notice. The purpose of the appeal is to allow the applicant to present additional evidence of qualifications to the HRD that may not have been considered or clearly articulated/understood in the original application materials.

Upon receipt of the appeal and prior to the commencement of the next phase of the recruitment process, the HRD shall promptly schedule a consultation meeting with the applicant. During this consultation, the applicant will have the opportunity to explain why they believe they meet the MQs and may submit any supplemental documentation to support their appeal. The applicant may have an EA representative at this meeting.

The HRD shall review the additional information with the Hiring Manager. The Hiring Manager's role in the appeal process is to provide insight regarding the relevance and sufficiency of the applicant's qualifications in relation to the job duties of the specific vacancy. After consultation with the Hiring Manager, the HRD shall have the final decision in determining whether a bargaining unit applicant meets the MQs for the bargaining unit vacancy, which is to ensure consistency, neutrality, and adherence to the established standards across all recruitments. Once a determination is made, the HRD shall notify the applicant in writing and will clearly state the reasons for any denial in the written response within five (5) working days. If the appeal is upheld, the applicant shall be allowed to continue in the recruitment process at the stage corresponding to their placement had they not been disqualified. If the appeal is denied, the applicant will be deemed ineligible for further participation in that recruitment. Appeals are limited to whether the applicant meets the published MQs and not other factors such as interview performance, scoring outcomes, or hiring selection.

11. **QUALIFIED APPLICANT POOL - PROCEDURE.** The recruitment and selection process for filling a bargaining unit vacancy shall follow a structured, merit-based framework to ensure a fair and competitive process. The steps outlined below apply to both internal and external applicants who meet the MQs. No internal applicant shall

receive preference except as specified in this Article. The Qualified Applicant Pool shall be developed through the following process:

- A. Step A: Application Screening Panel and Eligibility List - A panel of two (2) or more Air District employees chosen by the Hiring Manager and HRD shall screen those applicants who meet the MQs for the bargaining unit vacancy to establish an eligibility list comprised of applicants that meet the screening criteria (i.e., achieve a passing score on the screening methods). The HRD will not be a member of the screening panel. The HRD shall ensure that the panelists occupy a position in a job classification, which is equal to or higher than that of the job to be filled. The Hiring Manager, in consultation with the HRD, shall establish the screening methods. The screening methods may include a practical test, a written examination, a review of the responses to the application materials and supplemental application questions, one-way video/recording platforms (e.g., SparkHire and comparable one-way platforms) for additional questions, provided that the Air District shall provide the Association sixty (60) days' notice, an opportunity to meet and discuss before beginning the use of any such platform other than SparkHire, and/or any combination of these screening methods deemed appropriate for the position by the Hiring Manager and HRD. The Screening Panel shall score the applicants consistent with a written predetermined scoring methodology approved by the HRD that associates qualification and or responses with a score by designating the number of points each qualification or response contributes to the overall score and a minimum score required to potentially move to the Panel Interviews. The scoring of each applicant must be done by the Screening Panel not by Artificial Intelligence or other automated systems (AI) and based on the Screening Panel's review of the applicant's actual responses to the screening methods, not an AI summary. As a result of the screening, all applicants will be given a score based on that pre-determined scale. If the Hiring Manager has opted for an examination, then the HRD shall administer the examination to all of the applicants under the same conditions. The HRD or the Screening Panel shall score the examinations with the predetermined scoring criteria. The examination will be scored blindly. Those candidates that have met the passing score based on the pre-determined criteria will be placed on the "Eligibility List" for the recruitment, which may be used for up to twelve (12) months from the establishment of the list for subsequent recruitments for the same classification. An unexhausted Eligibility List may be extended for up to six (6) months. Declining an interview does not remove an individual from the Eligibility List.

In an Open recruitment, the four (4) highest scoring bargaining unit applicants in the top ten (10) scoring applicants in Step A with a passing score shall go to Step C (skipping Step B) and shall be added to the eligibility list. In an Internal recruitment, if there are five (5) or fewer qualified applicants, all applicants with a passing score shall go to Step C (skipping Step B).

- B. Step B Panel Interviews - A panel of three (3) Air District employees chosen and facilitated by the HRD with input from the Hiring Manager, giving due consideration to the necessities of the job being filled, shall interview only the applicants with a passing score from Step A first or who are on the Eligibility List. It is up to the Hiring Manager and HRD to determine how many of those passing candidates to interview, ensuring that they select candidates to interview in the order in which they are listed on the Eligibility List which was determined by their scores from Step A. The HRD shall ensure that all of the panelists occupy a position in a job classification which is equal to or higher than that of the job to be filled. The HRD shall ensure that at least one (1) of the panelists shall be a representative from the Division where the vacancy exists, and at least one (1) of the panelists shall be a representative from a different Division. The HRD may choose one (1) panel member from outside the Air District who possesses expertise in the area of the vacant position. The HRD shall ensure that applicants are notified in writing of potential interview dates at least three (3) working days prior to the first interview date. Before the Panel Interviews, the Hiring Manager and the HRD will develop the interview questions and written rating criteria that associates responses with a score by designating the number of points each response contributes to the overall score and a minimum score to move to the Hiring Interview. A representative of the HRD will facilitate the interview process, however, that person will not be a member of the panel.
- C. Step C: Hiring Interviews - The Hiring Manager, along with at least one (1) other individual who is of a higher classification than the classification being interviewed for, and in the presence of the HRD, will interview each of the candidates that the Step B Panel Interview process moved forward, including any represented employees who skipped Step B. The HRD shall ensure that applicants are notified in writing of the potential interview dates at least three (3) working days prior to the first interview date. Prior to the Hiring Interviews, the Hiring Manager and the HRD will develop the interview questions and written scoring criteria that will associate qualifications and/or responses with a score by designating the number of points each qualification or response contributes to the overall score. The weighting of such scores may take into account the Air District's operational needs and strategic goals of the unit or Division. The Hiring Manager and the other Panel Member(s) shall first ask the predetermined interview questions of every applicant and evaluate the applicants based on the predetermined selection criteria. Based on the answers to the prepared questions, the Hiring Manager and the Panel Member(s) may pursue further lines of inquiry, which will draw out further information about the applicant's qualifications or abilities that relate to the vacant position. The Hiring Manager and the Panel Member(s) shall document in writing the extent to which each applicant possesses the desirable qualifications. The Hiring Manager and the Panel Member(s) shall score each applicant consistent with the scoring criteria. The Hiring Manager shall review the scoring of each applicant with the HRD. At the conclusion of these interviews and prior to making their final decision, the Hiring Manager may reach out to members of the earlier Panel Interview to ask for their input on each of the candidates

that moved forward from the Step B Panel Interview which the Hiring Manager shall reduce to writing, identifying the Panel Member and their specific input provided regarding each applicant. The Hiring Manager and the Step C Panel Member(s) shall forward their scoring sheets, notes and recommendations of the selected applicant(s) to fill the vacancy(ies) to the HRD.

D. Step D: Hiring Recommendation

Upon completion of the Step C Hiring Interviews, the Hiring Manager shall make a preliminary hiring recommendation based on (1) Final Step C Hiring Interview scores and written evaluations from the Hiring Panel Members, (2) additional input provided by the Step B Panel Members, the results of which shall be documented in writing by the Hiring Manager, and (3) Reference checks (internal and external) and review of personnel file (internal) the results of which shall be documented in writing by the Hiring Manager.

The Hiring Manager shall prepare a written recommendation and submit all supporting documentation-including scoring sheets, interview notes and justification to the HRD for review and certification.

The HRD shall:

- (1) Verify that the selection process adhered to the established procedures;
- (2) Confirm that the scoring and documentation support the hiring recommendation;
and
- (3) Certify the recruitment process as compliant with the procedures above or identify deficiencies in complying with that procedure.

Only after the HRD certification will the hiring recommendation be submitted to the Executive Officer (EO) for final approval. If the HRD does not certify the process, it shall not move forward. The HRD shall take corrective action by re-administering the non-compliant stages of the recruitment process and any following stages.

If the EO does not approve the recommendation, the Hiring Manager may submit the next highest ranked candidate, or may re-open the recruitment with the approval of the DHR. If the next ranked highest candidate who made it to Step C is not submitted, the Hiring Manager shall document their reasoning in writing. Any determination not to approve the Hiring Manager's recommendation shall be in writing and shall provide a detailed explanation of the reasons for the determination.

Once the EO has approved the selection:

- (1) The HRD shall notify the selected candidate;
- (2) Unsuccessful candidates shall be notified in writing; and
- (3) Upon request, the Hiring Manager shall, in consultation with HRD, provide specific, constructive feedback which may be in writing to the unsuccessful internal candidates.

E. Use of Active Eligibility List for Vacancies in the Same Classification

When a vacancy in the same classification as a previous recruitment occurs, applicants on an active Eligibility List will automatically go to appropriate step after Step A if they want to participate in a new recruitment or the Air District may utilize an active eligibility list in lieu of opening a new recruitment. An active eligibility list consists of applicants who have successfully completed Step A (Applicant Screening Panel) in a prior recruitment and were placed on the Eligibility List. The Hiring Manager, in consultation with the HRD, may choose to resume the hiring process for the new vacancy starting at:

- (1) Step B (Panel Interview) or
- (2) Step C (Hiring Interview) if the applicants have already completed a panel interview in the previous recruitment with a score sufficient to move to Step C.

In such cases, the Hiring Manager may review previously interviewed candidates and, if appropriate, make a new hiring recommendation from that pool, subject to the same review, certification, and approval procedures outlined in the Hiring Interviews and Hiring Recommendations sections above.

Eligibility lists shall remain active for up to twelve (12) months from the date the establishment of the list. Candidates on an active list may be contacted for future openings in the same classification during this period.

Use of the eligibility list in lieu of a new recruitment is at the discretion of the Air District. No candidate on an eligibility list is guaranteed appointment to a new position.

- F. A bargaining unit employee or the Association has the right to file a grievance if the procedures of this Article are not followed when there are bargaining unit employees in the applicant pool. Matters that are not procedural, including the hiring decision, are not grievable.
- G. The Hiring Record is the entire record of any hiring decision. The Hiring Record shall include, from each step as applicable, the screening criteria, the applicants' responses to the screening methods, the questions used to interview applicants, the scoring criteria, applicants' scores, the identities of the Hiring Manager and Panelists, the written documentation to the extent to which each applicant possesses the minimum and desirable qualifications, any written determination not to approve the Hiring Manager's recommendation, and any correspondence concerning the decision to hire or not hire a specific applicant from any interviewer, the Hiring Manager, or from any other manager in the chain of command, and any other written record expressly required by this Article. The Hiring Record shall not include draft documents, email correspondence or notes generated during the development stage of

the recruitment process or other preliminary documents. For the avoidance of doubt, any correspondence about the decision to hire or to not hire a specific candidate is considered part of the Hiring Record. The Hiring Record shall be made available to the EA upon request.

H. Allegations of discrimination under this Article cannot be grieved.

SECTION 16.02 CONTRACTING OUT

The Air District shall not contract out or remove from the bargaining unit any Air District work, whether permanent or temporary, which is performed by bargaining unit members, if the services are of a kind that persons selected through the Air District's normal selection process could perform adequately, competently and in timely manner, except as provided below.

1. Temporary Employees

When regular permanent employees are unable to perform bargaining unit work, the Air District may utilize temporary employees under the following circumstances:

- A. Concurrently with the Air District's recruitment for one (1) or more bargaining unit vacancies, commencing at the time of Air District authorization of the recruitment and ending within sixty (60) days of a permanent appointment.
- B. Limited term assignments that cannot be adequately performed by bargaining unit employees. "Adequately performed" shall refer to the current skill set of existing Air District staff, the time required to perform the work or project delivery deadlines. A "limited term assignment" refers to a specific project of limited duration or for a specific period of time, which is expected to terminate at the conclusion thereof.
- C. While an incumbent normally filling that position is on approved leave or is on a temporary assignment.
- D. In order to meet short term needs, including emergency situations. An "emergency situation" shall refer to an unforeseen or uncontrollable situation that arises and is beyond the control of Air District management.

After June 30, 2023, and in the absence of a subsequently negotiated limit, the total number of hours allowable shall revert to 17,000 annually or 3.8% of the total number of filled EA positions, whichever is greater. The total number of filled positions shall be determined by calculating the average (mean) number of filled EA positions on the most recent November 1 and March 1. Filled EA positions shall include both full-time and part-time. Each part-time EA position shall be calculated as 0.75 of a full-time EA position. Should this hours' limitation provision continue, the date upon which filled EA represented positions shall be

calculated will continue to be the average (mean) number of filled EA positions on the most recent November 1 and March 1.

The Air District shall provide the EA with written notice of new temporary employees on a quarterly basis. The notice shall include the following information: temporary employee's name, specific reason for the hire, hiring date, classification, and division, total hours worked, which subsection the employee is hired under, and if hired under Subsection B, the specific assignment and anticipated length of service.

After July 1, 2025, the Air District shall provide notice when it reaches 13,000 hours of usage of temporary employees in any fiscal year.

2. Contractors

In addition to the use of temporary employees the Air District may utilize contractors or contract employees to perform new functions not previously undertaken or covered by existing employees if it is determined that the services cannot be adequately performed by bargaining unit employees.

The Air District shall provide a quarterly report to the EA of any contracts pursuant to this section. Such notice shall indicate the name of the contractor, the nature of services and the department in which they are employed.

3. Representation

Temporary employees, limited-term employees and contractors employed under this agreement shall not be represented by the EA.

SECTION 16.03 INTERN AND FELLOWS PROGRAM

The Air District operates an Intern and Fellows Program.

In connection with these actions, the Air District and the EA agree that individuals appointed to Intern classifications (as defined below) or Fellows shall be allowed to perform bargaining unit work based on the conditions set forth in this Agreement, except as provided in Section 16.03(C)(1) below.

The total number of hours combined in the College and High School Internship programs shall not exceed 12,000 on an annual basis (fiscal year).

1. PART A: COLLEGE INTERNS

A. The EA and the Air District shall mutually establish College Intern Program guidelines and College Intern classifications. The Air District shall have the right to

determine where Interns are assigned. The Air District agrees Interns shall perform work consistent with the class specification only.

- B. The Air District has the right to determine the number of College Interns to use in this Program.
- C. The Air District has the right to determine each College Intern's work schedule. The Air District shall be allowed to assign intermittent, part-time or full-time work schedules to College Interns. College Interns shall not be assigned work in excess of 40 hours in a workweek. College Interns are subject to the Fair Labor Standards Act (FLSA).
- D. The Air District shall report to the EA in writing the names, classifications, cumulative hours of work on a quarterly basis.
- E. College Interns shall not be eligible to become members of the EA and are not covered by the MOU.
- F. The hourly pay rate for College Interns shall be equivalent to that of Step A of the lowest-paid, filled bargaining unit classification.

2. PART B: HIGH SCHOOL INTERNS

- A. The EA and the Air District have established the High School Intern Program guidelines and the High School Intern classification. The Air District shall have the right to determine where High School Interns are assigned. The Air District agrees High School Interns shall perform work consistent with the class specification only.
- B. The Air District has the right to determine the number of High School Interns to use in this Program.
- C. The Air District has the right to determine each High School Intern's work schedule. The Air District shall be allowed to assign intermittent, part-time or full-time work schedules to High School Interns. High School Interns shall not be assigned work in excess of 40 hours in a workweek. High School Interns are subject to FLSA. High School Interns shall not be eligible to perform work done by regular employees as an overtime assignment that includes but not limited to, home and garden shows, county fairs, lawn mower exchange programs, wood stove exchange programs, ethnic celebrations and earth day fairs unless first offered to Air District employees and none are able or willing to do the assignment.
- D. The Air District shall report to the EA in writing the names, classifications, cumulative hours of work on a quarterly basis.

- E. High School Interns shall not be eligible to become members of the EA and are not covered by the MOU.
- F. The hourly rate for High School Interns shall be the City and County of San Francisco minimum wage.

3. PART C: FELLOWS

The Air District may sponsor Fellows through a bona fide educational institution, public agency, or non-profit organization, or hire Fellows through the Air District Environmental Justice Fellowship (EJF) program to perform work consistent with the program to which they are assigned.

- A. The Air District shall have the right to determine where the Fellows are assigned.
- B. The Air District has the right to determine the number of non-EJ Fellows. The total hours for non-EJ Fellows in any year shall not exceed 6240 hours.
- C. The EJF program shall be comprised of two (2) two- (2) year cohorts only. The first cohort of the program (FY 26/27) shall be up to ten (10) Fellows, and the second cohort (FY 27/28) shall be up to fifteen (15) Fellows. The EJ Fellows shall be: (1) early-career individuals with no more than two (2) years of full-time equivalent, relevant work experience or (2) individuals who received their undergraduate degree no more than two (2) years prior to the start of their Fellowship. EJ Fellows shall remain in the program for no more than two (2) years.
- D. The Air District has the right to determine each Fellow's work schedule. The Air District shall be allowed to assign intermittent, part-time, or full-time work schedules to Fellows. Fellows shall not be assigned in excess of forty (40) hours in a workweek.
- E. The Air District shall report to the EA in writing the names and cumulative hours of work on a quarterly basis.
- F. Fellows shall not be eligible to become members of the EA and are not covered by the MOU.
- G. The pay rate for non-EJ Fellows shall be determined by the sponsoring educational institution, public agency, or nonprofit organization. The pay rate for EJ Fellows who have an undergraduate degree shall be the pay rate of the lowest-compensated bargaining unit classification in the Division to which they are assigned that requires an undergraduate degree or an equivalent combination of education and experience. The pay rate for EJ Fellows who do not yet have an undergraduate degree shall be the

pay-rate of the lowest compensated bargaining unit classification in the Division to which they are assigned.

4. PART D: VIOLATIONS OF THIS AGREEMENT

If the EA believes this Article is being violated (for matters that are grievable), the President or designee shall request a meeting with the DHR or designee to review concerns. The meeting shall be held within five (5) working days of the request. In the event matters are not resolved to the EA's satisfaction, at the sole discretion of the EA, the EA may move any alleged violation of this Agreement to binding arbitration, beginning at Section 4.09 of the MOU.

5. PART E: LAYOFFS AND BUMPING

Except as provided under Section 16.02 of the MOU, if for any reason layoffs and/or bumping is implemented, then all non-regular employees (e.g. temporary part-time or full-time worker, College Intern or High School Intern) performing bargaining unit work shall be terminated prior to layoffs and/or bumping of any regular bargaining unit employee. A regular employee is an employee who is hired on a permanent basis.

6. PART F: MISCELLANEOUS

The Air District shall pay to the EA an equivalent amount of dues that the College Interns and EJ Fellows would have paid had they been EA members, as applicable under Section 2.06 of the MOU.

SECTION 16.04 GENERAL LIMITED-TERM CONTRACT EMPLOYEES

1. A category of limited term appointments shall be established to perform work necessitated by grant programs or to backfill vacancies created when Air District employees accept such limited term appointments except for five (5) fixed-term (three [3]-year) "Limited Term Contract Employee" (LTCE) positions total that may be used as approved by the Board on June 5, 2024 and June 4, 2025. These five (5) fixed-term LTCE positions are still subject to the funding requirements below.
 - A. From a funding perspective, LTCE is defined as contract employment that is paid for through grant funding or other designated funds not part of the Air District's ongoing general fund budget. LTCE appointments shall not exceed the duration of the designated funding source. The LTCE's offer letter or the written contract, if any, shall be signed by the Air District and LTCEs specifying the duration of the contract employment and the funding source(s). The duration of the contract employment may be extended when the funding source(s) is extended. The Air District will provide the Association with a copy of each contract/offer letter including the associated class specification.

- B. When the designated funding source terminates, either for an individual position or the program, LTCE positions will be terminated accordingly.
 - C. For the period during which this MOU is in effect ending July 1, 2028, the total number of LTCEs shall not exceed 24.
 - D. LTCE positions shall not be compensated greater than the established salary ranges associated with corresponding bargaining unit class specifications and shall not receive a level of benefit greater than the negotiated benefits conferred upon bargaining unit employees in this MOU.
 - E. LTCE positions are neither represented by the Association nor subject to or governed by this MOU except as provided in this Article.
 - F. LTCEs shall not supervise bargaining unit employees but may serve as project leads and direct the work of bargaining unit employees for those specific projects.
 - G. This agreement is not intended to prohibit the Air District from hiring full-time regular employees for any purpose, nor is it intended to allow the Air District to assign LTCEs duties that are unrelated to the identified limited term funding sources pre-designated in their employment contracts.
2. For LTCE appointments only, a separate promotional recruitment process may run concurrently with an Open recruitment process.
- A. The Association waives Article 16.01 Sections 8 A, B and C of the MOU for these LTCE appointments only.
 - B. Qualified regular full-time employees shall be considered prior to consideration of candidates from an open recruitment.

SECTION 16.05 PERMITTING BACKLOG REDUCTION LTCEs

Purpose and Scope

The Air District will create and utilize a team of employees to address and reduce the Air District's permitting backlog (Backlog Team) during the three- (3) year period following ratification and approval of this MOU. The Air District may hire up to fifteen (15) LTCEs in any non-supervisory classification and one (1) supervisory position (subject to the restrictions below) during that period to facilitate the program. These LTCEs will be used to perform project-specific work necessary to accomplish the Permitting Backlog Reduction Plan or to back-fill temporarily the positions of permanent Air District employees who accept a position on the Backlog Team as described below.

Backlog Team Supervision

The Backlog Team may include one (1) supervisory position which must be filled with a permanent Air District employee if there is an interested and qualified Air District employee unless all interested and qualified Air District employees do not take the position. The Backlog Team supervisory position may be filled with an LTCE if there is no interested or qualified Air District employee who takes the position.

If the Backlog Team supervisory position is filled with a permanent Air District employee in a supervisory position, that employee's position must be backfilled with another permanent Air District employee in an acting assignment (which may last the length of the permanent employee's Backlog Team appointment) if there is an interested and qualified Air District employee unless all interested and qualified Air District employees do not take the acting assignment. It may be backfilled with an LTCE if there is no Air District employee who is interested and qualified for the acting assignment who takes the acting assignment.

New LTCE positions, while not serving in a supervisory position (except in the event the supervisory position is filled from the outside subject to this subsection), may serve as project lead and direct the work of bargaining unit employees for those projects consistent with 16.04(1)(F) and their classification specification.

Rights for Permanent Employees

Permanent Air District employees accepting Backlog Team appointments under this Section shall remain as bargaining unit employees under this MOU with all related rights and benefits and the right to return to their permanent position upon completion of the Backlog Team assignment. The fifteen (15) LTCEs available to the Air District under this section may be utilized to backfill nonsupervisory positions (except as specified above) vacated by permanent Air District employees accepting Backlog Team appointments under this section.

Acting Assignments

Permanent Air District employees selected to serve on the Backlog Team during the three- (3) year period following ratification and approval of this MOU, may have their positions backfilled through an acting assignment in accordance with Section 7.13 of this MOU.

Non-Competitive Appointment Eligibility

LTCEs who are not permanent Air District employees may be considered for non-competitive appointments to a permanent vacant AQE I/II position during the term of their LTCE appointment, provided that:

1. The employee meets the MQs for the position and has served at least one (1) year in the same classification while an LTCE; and
2. The employee has no active Performance Improvement Plan or pending /current disciplinary action.

LTCEs non-competitively appointed to a permanent AQE I/II position after meeting the criteria above, do not have to serve a probationary period.

Dues Payment to the Association

For each LTCE hired under this Section, the Air District will pay the Employees' Association an amount equivalent to the dues that would have been paid if the LTCE were a member of the bargaining unit. Dues payments to the Association shall be calculated on a pay period basis, prorated for any partial pay period of LTCE service.

Consideration of Current Employees

Qualified regular full-time employees shall be considered prior to external candidates for Backlog Team appointments under this Section.

Sunset Date

The authority to appoint up to fifteen (15) LTCEs under this Section shall expire at the conclusion of the three- (3) year period following ratification and approval of this MOU, and all such appointments shall end no later than that date, unless extended by mutual agreement between the Air District and the Association.

SECTION 16.06 EMPLOYEE APPRECIATION, RECOGNITION AND RETENTION PROGRAM

The Air District will convene a Joint Committee, composed of an equal number of EA-represented and non-represented employees, to provide input and recommendations for program development. The committee shall meet during working hours, initially within one hundred eighty (180) days of MOU ratification and approval and monthly thereafter, or as needed.

The purpose of the Committee shall be to support the development of an Employee Appreciation, Recognition, and Retention Program that aligns with the Air District's 2024-2029 Strategic Plan, particularly the "Recognize Employees" goal, which calls for implementing a meaningful employee achievement appreciation and recognition program. Specifically, the Committee shall:

1. Identify opportunities to promote a culture of recognition that celebrates employee contributions, commitment, and accomplishments across all levels of the organization.
2. Develop recommendations that foster employee engagement and morale through consistent, equitable, and inclusive recognition practices.
3. Explore methods for recognizing excellence in performance, innovation, teamwork, and leadership, including both monetary and non-monetary incentives.
4. Provide input on tools, criteria, and communication strategies that enhance the visibility and impact of recognition efforts.

The Air District will provide the EA with the final draft of policies, staffing plans, and implementation frameworks for review and comment ninety (90) days prior to adoption. The EA

will provide comments within thirty (30) days of receiving the final drafts. Final determination regarding the policy development, design, implementation, and continuation of any program - including the authority to approve, modify, or reject recommendations - shall rest solely with the Executive Officer or their designee, at their discretion. Only the timelines and composition of the Joint Committee are grievable or arbitrable.

ARTICLE XVII MEMORANDUM OF UNDERSTANDING

SECTION 17.01 ENTIRE AGREEMENT

It is the intent of the parties hereto that the provisions of this MOU supersede all previous agreements between the parties, including Memoranda of Agreement (MOAs) and Side Letters.

This MOU supersedes any and all other statements of policy or procedure established by this Air District insofar as such provisions relate directly to the matters specifically addressed in this MOU. Matters not the subject to bilateral agreement through this MOU remain in full force and effect.

SECTION 17.02 REOPENERS REGARDING 2023 ADMINISTRATIVE CODE REFERENCES AND CONTINUED POST-IMPLEMENTATION DISCUSSIONS REGARDING THE NEW ADMINISTRATIVE CODE AND PERSONNEL POLICIES & OTHER MUTUAL OBLIGATIONS

The Air District has revised and significantly reduced its Administrative Code and is currently in the process of creating and implementing Personnel Policies which govern unrepresented employees and Association-represented employees subject to the following. Subject to the MMBA, the parties will continue to meet and confer over (1) how the 2023 Administrative Code will be addressed between the parties and (2) the implementation of the Personnel Policies and the application of the portions of the new Administrative Code that affect the wages, hours, and terms and conditions of employment of the represented employees.

After ratification and approval of this MOU, the parties will also reopen and continue to meet and confer over the provisions of the MOU that refer to the 2023 Administrative Code only. Subject to mutual agreement, the references to the 2023 Administrative Code will be deleted and replaced with, one of the following (1) updated references to the new Administrative Code or the corresponding Personnel Policy, or (2) new language regarding the 2023 Administrative Code subject matter which will be executed in a side letter. At the conclusion of the reopener, there will no longer be any references to the 2023 Administrative Code in the MOU. Any portion of the new Administrative Code or Personnel Policy referred to in the MOU may not be changed as to its application to Association-represented employees except by mutual agreement of the parties.

The reopener will not include providing a greater or reduced economic benefit, wage, or compensation. No other changes shall be made to any other provision of the MOU as a result of the reopeners.

Except as provided in this section, during the term of this MOU, no new provision or amendment to any Personnel Policy or the Administrative Code applicable to the EA not in accord with this MOU shall be adopted and/or implemented by the Air District without mutual agreement of the parties following meet and confer with bargaining representatives.

Except as provided in this section, during the term of this MOU, no change which directly affects wages, hours, terms or conditions of employment of employees covered by this MOU shall be adopted and/or implemented by the Air District without mutual agreement of the parties following meet and confer with bargaining representatives. Mutual agreement under this paragraph shall not be unreasonably withheld by the EA. Pursuant to this paragraph, both parties agree to meet regularly and in good faith to expedite reaching mutual agreement.

SECTION 17.03 SEVERABILITY

It is understood that this MOU is not intended to conflict with any State or Federal law; however, should any provision be deemed ineffective or null and void by reason of law, the remaining provisions shall remain in full force and effect.

SECTION 17.04 INTERIM BARGAINING

Nothing contained in this MOU, included but not limited to any reopener provision, shall allow any modifications to this Agreement without written consent of the parties hereto.

ARTICLE XVIII **INTERIM ADJUSTMENTS**

During the term of this MOU any and all increases in salary or benefits granted to all confidential employees not expressly provided herein to the Association members shall be immediately incorporated into this MOU.

ARTICLE XIX **SAVINGS PROVISION**

Should any provision of this Agreement be found to be in contravention of any Federal or State law, or by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise canceled or amended by mutual agreement of the parties. In the event that any

provision shall be held unlawful and unenforceable by any court of competent jurisdiction, the parties agree to meet forthwith for the purpose of renegotiating such provision in an attempt to reach a valid agreement.

ARTICLE XX TERM OF AGREEMENT

The Air District and the Association agree that the term of this Agreement shall commence July 1, 2025 and expire at midnight on June 30, 2028. At least one hundred and fifty (150) days prior to the expiration of this MOU the parties shall commence negotiation for a successor MOU.

ARTICLE XXI

SUBMISSION TO BOARD OF DIRECTORS

The provisions of the Memorandum of Understanding are hereby being submitted to the Board of Directors of the Bay Area Air Quality Management District for its approval.

For the Air District:

date

date

For the Association :

date

date

date

date

date

date

date

date

APPENDIX A: CLASSIFICATIONS

Accountant I/II
Accounting Supervisor
Accounting Technician
Administrative Assistant I/II
Air Quality Chemist I/II
Air Quality Engineer Associate/I/II
Air Quality Inspector I/II
Air Quality Instrument Specialist I/II
Air Quality Instrument Technician
Air Quality Laboratory Assistant
Air Quality Meteorologist I/II
Air Quality Specialist I/II
Air Quality Technician
Analyst I/II
Assistant Atmospheric and Air Quality Modeler
Atmospheric and Air Quality Modeler I/II
Environmental Planner I/II
Grants and Community Program Specialist I/II
Grants and Community Program Technician
Principal Accountant
Principal Air Quality Chemist
Principal Air Quality Engineer
Principal Air Quality Instrument Specialist
Principal Air Quality Meteorologist
Principal Air Quality Specialist
Principal Analyst
Principal Environmental Planner
Principal Grants and Community Program Specialist
Principal Systems Analyst
Public Information Officer I/II
Public Information Technician
Senior Accountant
Senior Advanced Projects Advisor
Senior Air Quality Chemist
Senior Air Quality Engineer
Senior Air Quality Inspector
Senior Air Quality Instrument Specialist
Senior Air Quality Meteorologist
Senior Air Quality Specialist
Senior Air Quality Technician
Senior Analyst
Senior Atmospheric and Air Quality Modeler
Senior Environmental Planner
Senior Grants and Community Program Specialist

Senior Public Information Officer
Senior Systems Analyst
Supervising Air Quality Engineer
Supervising Air Quality Inspector
Supervising Air Quality Instrument Specialist
Supervising Air Quality Meteorologist
Supervising Air Quality Specialist
Supervising Analyst
Supervising Environmental Planner
Supervising Grants and Community Program Specialist
Supervising Public Information Officer
Supervising Systems Analyst
Systems Analyst I/II
Systems Technician
Technician
Toxicologist

MEMORANDUM OF UNDERSTANDING

Between

Bay Area Air Quality Management District

And

Bay Area Air Quality Management District
Employees' Association, Inc.

July 1, 2025 to June 30, 2028

(Adopted May 15, 2002)

(Amended November 17, 2004, March 17, 2010, June 15, 2011, June 18, 2014, August 2, 2017, July 31, 2019, June 3, 2020, December 16, 2020, June 16, 2021, November 1, 2023, September 2, 2026)

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ARTICLE I

PARTIES

SECTION 1.01 DESIGNATION

This Agreement is between the Bay Area Air Quality Management District (hereinafter referred to as “~~BAAQMD~~”, “Air District”, or “Employer”) and the Bay Area Air Quality Management District Employees’ Association, Inc. (hereinafter referred to as “~~BAAQMD~~-EA” or the “Association”). This document is referred to herein as either “Agreement” or the “MOU.”

Throughout this MOU, when specific management positions are indicated, such references shall be understood to include the phrase “or his/her designee.”

Throughout this MOU, the term “days” shall refer to calendar days, unless otherwise stated.

SECTION 1.02 NOTIFICATION

Official notification for purposes of this Agreement shall be by U.S. Mail or personal service to:

for the Air District
Executive Officer (EO)

Bay Area Air Quality Management
District 375 Beale Street Suite 600

San Francisco, CA 94105

for the Association
(personal service)
President (or Designee)

(U.S. Mail)
President (or Designee)

BAAQMD Employees’ Association, Inc.
375 Beale Street Suite 600
San Francisco, CA 94105

BAAQMD Employees’ Association, Inc
P.O. Box 420434
San Francisco, CA 94109

ARTICLE II RECOGNITION, COVERAGE, EXCLUSIVE REPRESENTATION AND ADMINISTRATIVE CODE REFERENCES

SECTION 2.01 RECOGNITION

The Bay Area Air Quality Management District (Air District) has recognized the Bay Area Air Quality Management District Employees' Association, Inc. (Association) as the representative of the employees in the Technical/General representation unit and the Professional Employees' representation unit for all matters of employer-employee relations. (Hereinafter, the term Association will apply to either or both units as applicable and appropriate.)

SECTION 2.02 COVERAGE OF EMPLOYEES

The classifications within each unit are listed in Appendix A. For the purpose of this Memorandum of Understanding (MOU), the classification system which is adopted by the Board of Directors and maintained by ~~the~~ Human Resources Division (HRD)~~Section~~ is the source for determination of unit representation. Appendix A may periodically be amended as needed and appropriate in accordance with Article VI of this MOU or the ~~regular~~ MMBA meet and confer processes with the Association (e.g., new classifications) in order to maintain appropriate classification of Air District employees.

1. The Air District will notify the Association's Recording Secretary within ten (10) days when a new employee is hired into regular employment in a bargaining unit position.

SECTION 2.03 EXCLUSIVE REPRESENTATION BY THE ASSOCIATION

The Air District agrees that during the term this MOU is in effect, the Association shall be the exclusive bargaining agent of those employees covered by this MOU~~memorandum~~.

SECTION 2.04 NEW EMPLOYEE ORIENTATION

The Association will be allowed representatives at all Air District employee orientations where new employees represented by the Association will be attending, consistent with California Government Code Sections 3556-3557. The Association representatives may make a presentation and answer questions from employees in classifications represented by the Association for a period not to exceed thirty (30) minutes. The Association may present information packets to represented employees at the orientation. When possible, the Air District will notify the Association thirty (30) days in advance of the date and time of the orientation sessions, or as soon as possible beforehand if scheduled fewer than thirty (30) days in advance.

SECTION 2.05 EMPLOYEE INFORMATION

Except as otherwise provided in this section and in accordance with California Government Code Section 3558, each quarter of the year (January 1st, April 1st, July 1st, and October 1~~st~~st) the Air-District shall provide the Association with a report containing the following information:

1. each bargaining unit employee's name;
2. job title;
3. classification;
4. work location;
5. work phone numbers;
6. work email address;
7. home and personal cellular telephone contact numbers on file with the Air District*;
8. personal email addresses on file with the Air District*;
9. home address on file with the Air District*; and
10. the amounts deducted pursuant to Section 2.06, including the accumulated total annual amount deducted per employee.

* Pursuant to Government Code Sections 3558, upon written request by any employee of a need for privacy, the Air District shall not disclose that employee's home address, home telephone number, personal cellular telephone number, or personal email address. The Air District shall not in any manner solicit any new or current employee to submit such written request of a need for privacy.

SECTION 2.06 -DUES DEDUCTIONS

The parties agree that the Air District will provide payroll deductions to the Association on the following terms:

1. Authorization:

The Association will maintain records of employee authorizations for dues deductions and will provide the Air District with information proof of authorization upon execution. The Air District shall deduct dues and initiation fees from the salaries of unit members every pay day and remit the total deductions to the Association member designated in writing as the person authorized to receive such funds, and at the address specified by the Association.

Such remittance will be a spreadsheet containing an itemized statement and will be made to the Association no later than seven (7) days following the payday. No deductions shall be made except in accordance with a deduction authorization form individually and voluntarily executed by the employee for whom the deduction is made.

2. Amount of Dues:

The Association shall certify to the Air District in writing the current rate of membership dues and initiation fees. The Air District shall put into effect any new, changed, or discontinued deduction no later than the beginning of the second pay period after receipt of written notice from the Association.

SECTION 2.07 INDEMNIFICATION

The Association will defend, indemnify, and hold harmless the Air District from any loss, liability, or cause of action arising out of the operation of this Article, except the intentional failure of the Air District to transmit monies deducted from employees to the Association pursuant to this Article. The indemnity obligation is more fully set forth as follows. Upon commencement of any such legal action, the Air District shall have the right to decide and determine whether any claim, liability, suit or judgment made or brought against the Air District because of such action shall or shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of the Air District shall not diminish the Association's indemnification obligations under this agreement.

The Air District, immediately upon receipt of notice of such legal action, shall inform the Association of such action; provide the Association with all information, documents and assistance necessary for the Air District's defense or settlement of such action; and fully cooperate with the Association in providing all necessary witnesses, experts, and assistance necessary for said defense.

SECTION 2.08 ADMINISTRATIVE CODE REFERENCES

References within this MOU to the Administrative Code ~~shall~~ refer to the Administrative Code as it previously existed as of July 1, 2023. Those references remain in effect until the conclusion of the reopener on that particular subsection as identified in Article XVII, Subsection 2 at which time the references become inoperable. (reflected in Appendix "x") ~~irrespective of whether the District subsequently modifies its Administrative Code. Consistent with the provisions of this MOU that refer to the Administrative Code, the District may seek to obtain concurrence with the EA on modifications to the referenced provisions during the course of this contract.~~

ARTICLE III RIGHTS AND OBLIGATIONS

SECTION 3.01 EQUAL EMPLOYMENT OPPORTUNITY ~~POLICY~~

It is the Air District's 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, color, religion, sex (including pregnancy, gender identity, and sexual orientation), parental status, national origin, age, disability, genetic information (including family medical history), political affiliation, military service, or other protected characteristics. race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age or sexual orientation. This Section is not subject to the Grievance Procedure of this MOU ~~Document~~.

SECTION 3.02 EMPLOYEE RIGHTS

1. The rights of employees of the Air District include, but are not limited to, the right

to, subject to the provisions of this MOU agreement and consistent with applicable laws and regulations:

- A. 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.
 - B. Refuse to join or participate in the activities of any employee organizations.
2. 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 Section 3504 of the Meyers-Milias-Brown Act (MMBA) and will automatically be amended to reflect any amendment to or replacement of said statutory section on the effective date of any such change.
 3. The Air District and the Association shall not interfere with, intimidate, restrain, coerce, retaliate, or discriminate against employees because of their exercise of these rights.
 4. ~~Any matter within the scope of the Meyers-Milias-Brown Act or within the scope of the Memorandum of Understanding that the District acts upon without meeting and conferring shall be null and void.~~ The Air District will meet and confer with the Association consistent with the MMBA and the terms of this MOU.
 - ~~11. The District shall deduct dues and/or agency fees from the paychecks of all members of the Association and from non-members who are employed by the District in a classification represented by the Association.~~
 - ~~12. The Association agrees to hold harmless and indemnify the District against any claims, causes of action or lawsuits arising out of the deductions or transmittal of such funds to the Association, except the intentional failure of the District to transmit moneys deducted from employees to the Association pursuant to this Article.~~

SECTION 3.03 PHYSICAL EXAMINATION

The Air District may require a physical examination or a personal statement of good health after an employment offer has been made.

SECTION 3.04 SEXUAL HARASSMENT AND OTHER UNACCEPTABLE CONDUCT

~~The provisions of~~ Division III, Section 3.6 of the Air District's 2023 Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. ~~Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.~~ This

section is excluded from the grievance procedure.

SECTION 3.05 EMPLOYEES' TIME OFF TO VOTE

~~The provisions of~~ Division III, Section 3.7 of the Air District's 2023 Administrative Code ~~Personnel Policies and Procedures are is~~ incorporated herein, and made a part hereof by this reference. ~~Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.~~

SECTION 3.06 DRUG-FREE WORKPLACE

~~The provisions of~~ Division III, Section 3.8 of the Air District's 2023 Administrative Code ~~Personnel Policies and Procedures are is~~ incorporated herein, and made a part hereof by this reference. ~~Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.~~

SECTION 3.07 SAFETY

~~The provisions of~~ Division III, Section 3.9 of the Air District's 2023 Administrative Code ~~Personnel Policies and Procedures are is~~ incorporated herein, and made a part hereof by this reference. ~~Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.~~

SECTION 3.08 WORKPLACE VIOLENCE

~~The provisions of~~ Division III, Section 3.10 of the Air District's 2023 Administrative Code ~~Personnel Policies and Procedures are is~~ incorporated herein, and made a part hereof by this reference. ~~Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.~~

SECTION 3.09 SMOKE AND TOBACCO-FREE WORK SITE

~~The provisions of~~ Division III, Section 3.11 of the Air District's 2023 Administrative Code ~~Personnel Policies and Procedures are is~~ incorporated herein, and made a part hereof by this reference. ~~Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.~~

SECTION 3.10 ASSOCIATION RIGHTS

Nothing contained in this ~~MOU~~Memorandum of Understanding shall be interpreted or construed in any way that prohibits or restricts the Association of its rights granted by law and accordingly the Association retains all rights guaranteed to employee organizations under the ~~MMBA~~Aeyers-Milias-Brown Act (Government Code Sections 3500 and following), the Public Records Act (Government Code Sections 6250 and following) and all other applicable provisions of law.

SECTION 3.11 MANAGEMENT RIGHTS

The rights of the Air District include, but are not limited to, the exclusive right to, subject to the provisions of this MOU agreement and consistent with applicable laws and regulations:

- a. Determine the mission of its constituent departments, boards, and committees.
- b. Set standards of service.
- c. Determine the procedures and standards of selections for 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 governmental 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 government operations are to be conducted.
- g. Determine the content of job classifications.
- h. Take all necessary actions to carry out its mission in emergencies.

The Air District will not use the provisions of this Article, for the purpose of discriminating against any employee or to avoid or evade the provisions of this MOU agreement.

The provisions of this Article do not absolve the Air District ~~or District Management, if required by the MMBA or explicit terms of this MOU,~~ -from an ~~their~~ obligation to meet and confer with the Association in advance of taking any action changing, modifying, or affecting employee wages, hours or working conditions.

This Section is not subject to the Grievance Procedure.

SECTION 3.12 SURVEILLANCE CAMERAS, TECHNOLOGY AND MONITORING

1. The Air District shall not use surveillance cameras/technology and related equipment (e.g., electronic access control system, proximity identification cards) to monitor the activities of bargaining unit employees.
2. Information obtained through the security use of surveillance cameras, GPS, Telematics, Fastrak records and related equipment (e.g., electronic access control system, proximity identification cards) shall not serve as the basis for disciplinary action except as provided below. ~~in the event those records constitute evidence of a criminal act.~~ Provided, however, t

The Grievant, ~~or Arbitrator permits the Grievant,~~ Air District, Association, and

Arbitrator ~~to may~~ review and refer to records from ~~such technology security cameras and related equipment~~ to resolve factual disputes that may arise in the course of the processing of a grievance that has been filed pursuant to a disciplinary action.

The Air District, upon request of the Grievant, shall provide copies of the records within five (5) working days.

Further, absent an independent reason to believe that a violation of the law or Air District policies, procedures, rules or this MOU has occurred, the Air District shall not review records from ~~security cameras and related equipment~~ such technology for the purpose of investigating and/or evaluating employee conduct at work. This provision, however, does not prohibit the Air District from disciplining employees based on information discovered during the Air District's routine review of such technology, provided such review is not for the purpose of monitoring, investigating or evaluating employee conduct. This provision also does not prohibit the Air District from reviewing such technology if the review was prompted independent of the use of such technology as described above (e.g., witness report of a violation of law or Air District policy, etc.)

ARTICLE IV GRIEVANCE PROCEDURE

SECTION 4.01 DEFINITION OF A GRIEVANCE

A grievance is a claimed violation, misinterpretation, inequitable application of, or non-compliance with, a specific provision of this ~~MOU~~ Memorandum of Understanding, or any disputed disciplinary action against an employee or employees covered by this MOU.

SECTION 4.02 ASSOCIATION AS THE GRIEVANT

The Association may be the grievant.

Process: When the Association is the grievant the Association shall file the first step with the Director Human Resources ~~Officer~~ (DHRO). The Association shall submit the grievance in writing. The written grievance shall state the factual particulars of the matter, any provision(s) of the ~~MOU~~ Memorandum of Understanding that has allegedly been misinterpreted or misapplied, how the alleged misinterpretation or misapplication has affected the grievant to the grievant's detriment, and the redress sought. The DHRO shall meet with the Association representative(s) and respond to the grievance within the proper time limits. The response shall be in writing and set forth the reason(s) therefore. Except as otherwise specified herein, all of the rights, responsibilities and procedures of the grievance procedure apply to grievances filed by the Association. If a grievance is not resolved to the satisfaction of the Association, the Association may submit the grievance in writing to the EO as set forth in 4.05 Step 3 below:

SECTION 4.03 TIME LIMITS

1. The employee and/or the Association must initiate a grievance within thirty (30) working days from the event giving rise to the grievance or from the date the employee could reasonably have been expected to have had knowledge of such event.
2. At each step, Air District representatives shall have fifteen (15) working days from the filing of the grievance to meet with the grievant and Association representative(s) and to respond to the grievance in writing. In the event that the Air District fails to respond to a grievance within specified timelines the grievant has the right to continue to process the grievance at the next higher step in the process.
3. If a grievance is not resolved to the satisfaction of the grievant at each step below, the grievant may within fifteen (15) working days, submit the grievance in writing to the next higher step. Failure of the grievant to act within the specified time limits, unless such time limits are extended, shall dismiss and nullify the grievance.
4. These time limits may only be extended by mutual written agreement by the parties.
5. In an effort to resolve potential violations of the MOU at the lowest level possible, the EA is encouraged to notify the Air District in writing of any potential violation so that the Air District may do an informal review/investigation. This notice will serve to extend the grievance deadline until the Air District responds to the EA in writing, informing the EA if the Air District is reviewing/investigating the possible violation. If the Air District initiates this review/investigation, it will provide the EA with a brief description of the nature of the review/investigation. The Air District will provide periodic updates to the EA regarding the status of the investigation, including anticipated timelines for completion. The EA's time to file a grievance will be tolled during the pendency of the review/investigation. Once the Air District notifies the EA in writing that it does not intend to review/investigate or the review/investigation is complete, the EA has fifteen (15) working days to file the grievance if the issue is not resolved to their satisfaction.

SECTION 4.04 REPRESENTATION

The Association may represent the employee(s) at any stage of the process contained herein.

SECTION 4.05 PROCEDURE

Grievances filed, except when the Association is the grievant, shall be processed in the following manner:

Step 1: The grievant shall discuss the grievance with ~~his or her~~ their immediate supervisor and/or section manager who shall meet with the employee and Association representative(s) and respond to the grievance within the proper time limits as set forth in Section 4.03.2 above. The response shall be in writing and set forth the reason(s) therefor.

Step 2: If a grievance is not resolved to the satisfaction of the grievant in Step 1 above, the grievant may submit the grievance in writing to the HRD~~O~~. The HRD~~O~~ shall either process the

grievance at Step 2 or shall route the grievance to the appropriate Division Director for step 2 processing. The written grievance shall state the factual particulars of the matter, any provision(s) of the ~~MOU~~ ~~Memorandum of Understanding~~ that has allegedly been violated or misapplied, how the alleged violation or misapplication has affected the grievant to the grievant's detriment, and the redress sought. The grievant shall provide a copy of the grievance to the Association. The Division Director or ~~DHRO~~ shall meet with the grievant and Association representative(s) and respond to the grievance within the proper time limits. The response shall be in writing and set forth the reason(s) therefor.

Step 3: If a grievance is not resolved to the satisfaction of the grievant in Step 2 above, the grievant may submit the grievance in writing to the EO or designee. The grievant shall provide a copy of the grievance to the Association. The EO shall meet with the grievant and Association representative(s) and respond to the grievance within the proper time limits. The response shall be in writing and set forth the reason(s) therefor.

STEP 3A - REQUEST FOR MEDIATION

If the grievant is not satisfied with the written response of the EO, he/she may within the time limits specified in this Article request that the matter be submitted to Mediation. Mediation shall be by mutual written agreement of the grievant and the EO. If Mediation is not agreed upon, the grievant may proceed to Step 4. If Mediation is agreed upon, within ten (10) working days from receipt of the EO's response, the parties shall request that a Mediator be appointed by the State Mediation and Conciliation Services.

Step 4: If a grievance is not resolved to the satisfaction of the grievant in Step 3 above, the grievant may, within ten (10) working days, submit the grievance to binding arbitration. The rules and procedures of the American Arbitration Association will prevail.

SECTION 4.06 DISCIPLINARY DISPUTES

The decision to proceed to binding arbitration regarding disciplinary complaints shall be at the sole discretion of the grievant.

SECTION 4.07 MOU DISPUTES

An employee or Association claim of an alleged violation of a specific section of the MOU may be submitted to binding arbitration. Such request for binding arbitration shall come only from the Association Board of Directors. An individual member may not file for arbitration on a dispute of the MOU.

SECTION 4.08 REQUEST FOR ARBITRATION

A written request for arbitration shall be submitted to the EO within ten (10) working days following the receipt of the EO's written response as required in 4.05 Step 3 above, or the conclusion of mediation, if mediation does not resolve the grievance to the satisfaction of the grievant.

SECTION 4.09 SELECTION OF AN ARBITRATOR

The Air District and the grievant(s) will select an arbitrator from the California State Mediation and Conciliation Service. If the grievant(s) is (are) represented by the Employees' Association, then the Employee's Association President or designee and the District will select an arbitrator from the California State Mediation and Conciliation Service. If the parties cannot agree on the selection of an arbitrator, the grievant will request of the California State Mediation and Conciliation Service a list of nine (9) arbitrators. Within ten (10) working days from the receipt of the list of nine (9) arbitrators, each party beginning by lot shall alternatively cross off one name on the list; the first party to cross off a name will be selected by a flip of a coin. The final name left on the list shall be the arbitrator if he/she agrees to serve. If he/she will not serve, the process shall be repeated until an arbitrator is found. The rules and procedures of the California State Mediation and Conciliation Service will prevail.

SECTION 4.10 DECISION OF THE ARBITRATOR

The decision of the arbitrator shall be final and binding on the parties and on any affected employees covered by this agreement. Such decision shall be issued in writing.

SECTION 4.11 FEES AND EXPENSES

The fees of the arbitrator and related expenses shall be shared equally by the Air District and the grievant.

SECTION 4.12 LIMITATIONS ON ARBITRATOR'S AUTHORITY AND JURISDICTION

The limitations on the arbitrator's authority and jurisdiction are as set forth below:

1. No arbitrator shall entertain, hear, or decide any dispute unless such dispute involves a represented employee and unless such dispute falls within the grievance procedure as set forth in section 4.01 Definition of a Grievance.
2. Any dispute regarding whether an issue is grievable or applicable to arbitration shall be determined by the arbitrator as an initial determination prior to proceeding with the hearing on the merits of the grievance.
3. No arbitrator shall entertain, hear, decide, or make recommendations on any disciplinary action unless such dispute involves a bargaining unit employee who has successfully completed an initial (new hire) probationary period and who has availed him/herself of the response and appeals procedures of the Disciplinary Procedures Article of this Agreement.

ARTICLE V

DISCIPLINARY PROCEDURE

SECTION 5.01 PROGRESSIVE DISCIPLINE

In order to maintain the orderly and efficient operation of the Air District, it may be necessary for Air District Management to impose discipline on an employee who violates work instructions or Air District policies and procedures, whose service is unsatisfactory, whose conduct is unacceptable or for other just cause. However, no employee shall be disciplined without just and sufficient cause.

The administration of discipline by Air District Management is intended to be corrective rather than punitive, and discipline will normally be imposed in progressive steps. The progressive steps in the imposition of discipline will normally include: (a) informal ~~v~~Verbal ~~reprimand-Counseling~~ (b) formal ~~w~~Written ~~r~~Reprimand, (c) ~~w~~arning and ~~e~~One-~~d~~ay ~~s~~Suspension, (d) ~~e~~Extended ~~s~~Suspension and (e) ~~d~~Dismissal.

An employee who has been demoted, suspended or terminated from employment may appeal such disciplinary action in accordance with ARTICLE IV of this MOU ~~emorandum of Understanding~~. An employee may provide a written response to any written disciplinary action taken against that employee.

SECTION 5.02 GROUNDS FOR DISCIPLINE

Disciplinary Action shall be for fact(s) which establish unacceptable conduct such as, but not limited to, one or more of the following:

1. Fraud in securing ~~appointment~~employment or promotion.
2. Incompetence.
3. Inefficiency.
4. Inexcusable neglect of duty.
5. Insubordination.
6. Failure to follow District policy.
7. Dishonesty.
8. Being under the influence of alcohol or illicit drugs while on duty.
9. Unexcused absence ~~or~~a pattern of repeated tardiness without prior approval.
10. Conviction of a felony or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of the employee's position. A plea of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this Section.
11. Discourteous treatment of the public, ~~or~~ other employees, Interns, Fellows, or contract or temporary employees.
12. Political activity prohibited by state or federal law.

13. Engaging in ~~sexual~~ harassment of or discrimination towards ~~of~~ another employee, Intern, Fellow, or contract or temporary employee. or member of the public.
14. Refusal to take and sign any oath or affirmation which is a federal, state or Air District requirement.
15. Any failure of good behavior during duty hours which is of such nature that it causes discredit to the Air District or ~~his/her the employee's~~ employment.
16. Failure to possess or keep in effect any license, certificate or other similar requirement specified in the employee's position specification as a condition of employment.

SECTION 5.03 ~~REPRIMANDS~~ VERBAL COUNSELING AND WRITTEN REPRIMAND

1. The initial step in the imposition of discipline is normally a ~~v~~Verbal ~~reprimand~~Counseling. When delivering the ~~reprimand~~Verbal Counseling, the supervisor shall identify the action(s) which the employee should take to correct the basis for the ~~reprimand~~Verbal Counseling. A ~~v~~Verbal ~~reprimand~~Counseling is an informal disciplinary measure and is not entered in the employee's personnel record unless discipline progresses to a ~~w~~Written ~~r~~Reprimand or beyond.
2. If, after receiving a ~~v~~Verbal ~~reprimand~~Counseling, an employee continues to perform ~~his or her~~their work in an unsatisfactory manner, to engage in the same violation of an Air District work instruction, policy or procedure, or to manifest the unacceptable behavior or conduct for which the employee received the ~~v~~Verbal ~~reprimand~~Counseling, the employee's immediate supervisor may either: (i) repeat the ~~v~~Verbal ~~reprimand~~Counseling and again identify the action(s) which the employee should take to correct the basis for the reprimand; or (ii) move to the next step of progressive discipline and request the next level ~~section manager~~supervisor to issue a formal ~~w~~Written ~~r~~Reprimand.
3. A ~~w~~Written ~~r~~Reprimand shall document all previously delivered ~~v~~Verbal ~~reprimands~~Counseling and any previous unsealed discipline, shall state the basis for such ~~v~~Verbal ~~reprimand~~Counseling(s) and/or other unsealed discipline and shall specify the action(s) which the employee should take to correct the basis for the formal ~~w~~Written ~~r~~Reprimand and the possible consequences of a failure by the employee to take such corrective action. A ~~w~~Written ~~r~~Reprimand is a formal disciplinary measure and is entered ~~in~~into the employee's personnel record.

A If, after receiving a formal ~~w~~Written ~~r~~Reprimand, an employee continues to perform ~~his or her~~their work in an unsatisfactory manner, to engage in the violation of an Air District work instruction, policy or procedure, or to manifest the unacceptable behavior or conduct for which the employee received the ~~w~~Written ~~r~~Reprimand(s), the employee's ~~supervisor~~section manager may either: (i) repeat the formal ~~w~~Written ~~r~~Reprimand and again identify the action(s) which the employee should take to correct the basis for the reprimand; or (ii) move to the next step of progressive discipline and request the Division Director to issue a ~~formal written warning and o~~One-day ssuspension without pay.

B. An employee may appeal a ~~w~~Written ~~r~~Reprimand through the grievance procedure at Step 3. The decision of the EO shall be final. An employee has the right to respond to a ~~w~~Written ~~r~~Reprimand in writing and to have that response attached to the ~~r~~Reprimand in ~~their~~ personnel file.

C. If an employee does not receive any discipline more severe than a ~~v~~Verbal ~~reprimand~~ Counseling for a period of 18 months then all previous ~~w~~Written ~~r~~Reprimands and Verbal Counselings will be sealed. However, for just cause, the Air District may open the employee's sealed Written ~~r~~Reprimand and/or Verbal Counseling file and use any of the contents contained therein on an as-needed basis. If the sealed Written ~~r~~Reprimand and/or Verbal Counseling file is opened, the employee shall be notified in writing within five (5) working days. The notification shall include the reason for such action.

4. Notwithstanding paragraphs one (1)-three (3) of this section, the Air District has the right to impose more serious discipline or to escalate disciplinary action without satisfying each of the ~~recommended-typical~~ progressive discipline steps.

SECTION 5.04 ~~WARNING AND~~ ONE-DAY SUSPENSION

If, for good cause shown, or after receiving a formal ~~w~~Written ~~r~~Reprimand, an employee continues to perform ~~their~~his or her work in an unsatisfactory manner, to engage in the violation of an Air District work instruction, policy or procedure, or continues to manifest the unacceptable behavior or conduct for which the employee received the ~~w~~Written ~~r~~Reprimand, the employee's ~~d~~Division ~~d~~Director may impose a ~~warning and suspension~~ on the employee without pay for a full working day (One-Day Suspension). The imposition of the ~~warning and o~~One-~~d~~Day ~~s~~Suspension without pay shall be in writing, shall state the factual basis for this disciplinary action and shall specify the action(s) which the employee should take to correct the basis for this disciplinary action and the possible consequences of a failure by the employee to take such corrective action. This written documentation is entered in the employee's personnel record. A ~~Warning and~~ One-Day Suspension may not be grieved or appealed.

SECTION 5.05 EXTENDED SUSPENSION

1. If, for good cause shown or after being issued a ~~warning and being placed on a o~~One-~~d~~Day ~~s~~Suspension without pay, an employee continues to perform ~~their~~his or her work in an unsatisfactory manner, persists in engaging in the violation of an Air District work instruction, policy or procedure, or continues to manifest the unacceptable behavior or conduct for which the employee was issued a ~~warning and placed on a o~~One-~~d~~Day ~~s~~Suspension without pay, the EO or designee may suspend the employee from work without pay for a period of up to two (2) weeks. Prior to placing an employee on an ~~e~~Extended ~~s~~Suspension without pay, the EO or designee shall cause to be served on the employee a written Notice of Proposed Disciplinary Action, which shall contain the following information: (i) a statement of the action which is proposed to be taken, (ii) a statement of the factual basis for this proposed

disciplinary action, (iii) a specific reference to any Air District work instruction, policy or procedure which the employee is alleged to have violated, (iv) a specification of the action(s) which the employee should take to correct the basis for this disciplinary action and the possible consequences of a failure by the employee to take such corrective action, (v) a statement that the employee may review and request copies of materials upon which the proposed disciplinary action is based, and (vi) a statement that the employee will be given an opportunity to address the charges supporting this disciplinary action with the EO or designee prior to the suspension becoming effective.

2. An employee who is to be placed on an ~~e~~Extended ~~s~~Ssuspension from work without pay will be given an opportunity to address the charges supporting this disciplinary action with the EO or designee prior to the ~~E~~Extended Ssuspension becoming effective. This meeting with the EO or designee should take place as soon as possible, and in no event more than five (5) working days after the recommendation for ~~E~~Extended Ssuspension from work without pay has been provided to the employee. The employee may bring a representative of the Association and/or a private personal representative to the meeting with the EO or designee. Within five (5) working days after meeting with the employee and the Division Director recommending the ~~Extended S~~Extended Ssuspension, the EO or designee shall prepare a written decision regarding the recommended suspension. If, after considering the Division Director's recommendation and the information presented by the employee at the meeting, the EO or designee determines to impose an ~~E~~Extended sSuspension from work without pay, the ~~E~~Extended Suspension shall begin on the day after the EO's or designee's written decision is served on the employee, when possible, but in no case before the day after the written decision has been served on the employee, and all written documentation pertaining to the ~~Extended S~~Extended Suspension will be entered in the employee's personnel record.
3. Employees who are placed on ~~an e~~Extended ~~s~~Ssuspension without pay will not accrue sick or annual leave during the period of such suspension.
4. Notwithstanding the progressive discipline policy outlined in Sections 5.01 through 5.04 above, the EO or designee may place an employee guilty of serious misconduct on ~~e~~Extended ~~s~~Ssuspension without pay. In such case, the EO or designee shall follow the procedure set forth in 2 above.
5. The EO's designee will not be an Air District employee who issued or effectuated a prior disciplinary step to the disciplinary step being considered.

SECTION 5.06 DISMISSAL

1. If, for good cause shown or after being ~~put on Extended S~~put on Extended Ssuspended ~~ed~~edsion from work without pay, an employee continues to perform ~~their~~his or her work in an unsatisfactory manner, persists in engaging in the violation of a ~~n~~n Air District work

instruction, policy or procedure, or continues to manifest the unacceptable conduct or behavior for which the employee was placed on an extended suspension from work without pay, the EO or designee may dismiss the employee from employment with the Air District. Prior to the dismissal of an employee from employment with the Air District, the EO or designee shall cause to be served on the employee a written Notice of Proposed Disciplinary Action, which shall contain the following information: (i) a statement of the action which is proposed to be taken, (ii) a statement of the factual basis for this proposed disciplinary action, (iii) a specific reference to any Air District work instruction, policy or procedure which the employee is alleged to have violated, (iv) a statement that the employee may review and request copies of materials upon which the proposed disciplinary action is based, and (v) a statement that the employee will be given an opportunity to address the charges supporting this disciplinary action with the EO or designee prior to the dismissal becoming effective.

2. An employee who is to be dismissed from employment with the Air District will be given an opportunity to address the charges supporting this disciplinary action with the EO or designee prior to the dismissal becoming effective. In such event, the employee's Division Director will inform the employee of the Director's recommendation that the employee be dismissed from employment. This meeting should take place as soon as possible, and in no event more than ten (10) working days after the recommendation for dismissal. The employee may bring a representative of the Association and/or a private personal representative to the meeting with the EO or designee. Within five (5) working days after meeting with the employee and the Division Director recommending the dismissal, the EO or designee shall prepare a written decision regarding the recommended dismissal. If, after considering the Division Director's recommendation and the information presented by the employee at the meeting, the EO or designee determines to dismiss the employee from employment with the Air District, the dismissal shall be effective on the day on which the EO's or designee written decision is mailed to the employee. An employee may be placed on administrative leave with pay when they are informed of the EO's or designee Director's recommendation that ~~he/she~~they be dismissed from employment. In that event, ~~they~~he/she shall remain on administrative leave with pay until such time as ~~they~~he/she is are either directed to return to work or until the date the EO's or designee -written decision is mailed to the employee.
3. After the EO or designee takes action on a proposed dismissal of an employee, the Notice of Proposed Disciplinary Action and all related written documentation will be entered into the employee's personnel record.
4. The EO's designee will not be an Air District employee who issued or effectuated a prior disciplinary step to the disciplinary step being considered.

SECTION 5.07

ADMINISTRATIVE LEAVE WITH PAY

Any bargaining unit employee placed on administrative leave with pay shall receive all salary and benefits and remain covered by all provisions of the MOU, including membership status with the EA while on leave with pay. Said terms and conditions of employment shall remain in full force and effect as if the bargaining unit employee had remained on the job for the duration of administrative leave with pay.

Pursuant to Section 3.1 l(d), the Air District has the right to relieve employees from duty for legitimate reasons. Accordingly, the Air District may place employees on paid administrative leave during the course of an investigations that may lead to disciplinary action. ~~P~~rovided, however, that the period of administrative leave in any given instance shall not exceed the ~~timely~~ reasonably necessary to conclude the investigation.

The Air District reserves the right to direct employees not to enter and/or access Air District facilities and to direct them and to schedule them to attend ~~.~~meetings related to investigations and notice employees regarding the discipline process in accordance with the MOU. Further, Air District managers may approve a request from an employee who is placed on administrative leave with pay to use other types of paid leave and unpaid leave in lieu of administrative leave with pay. In the event the employee's manager approves such a request, then the employee would be subject to the conditions that normally apply to the approved leave. Leave requests that were approved prior to an employee being placed on administrative leave will be honored unless doing so unduly impedes the investigation and/or disciplinary process. Any and all leaves cancelled by the Air District causing a monetary loss to the employee shall be reimbursed by the Air District to the full amount. The employee shall submit to the Air District verification of the monetary loss and the Air District shall fully reimburse the employee within ten (10) working days of the receipt of such verification.

Administrative leave with pay is not considered a break in service and the bargaining unit employee's position shall not be vacated by this leave.

ARTICLE VI ~~CLASSIFICATION STUDIES~~ AND COMPENSATION SURVEY

~~A. Upcoming Classification Study and Compensation Survey~~

~~During the term of this MOU, the District agrees to have both a comprehensive classification study and compensation survey conducted by an outside vendor(s). The District agrees to complete the classification study and compensation survey prior to the parties commencing bargaining for a successor MOU.~~

- ~~• Job classifications will be thoroughly reviewed to determine whether they need to be updated to reflect the work being performed in the bargaining unit positions assigned to those classifications, including the knowledge, skills and abilities, examples of duties, and qualifications required to perform the work.~~

- ~~The District agrees to discuss and receive the EA's input regarding appropriate comparators prior to making the final determination regarding comparators to be utilized.~~
- ~~Compensation will be thoroughly reviewed to determine if the adjustment to the rate of pay for a classification is warranted based on external comparators and/or internal equity considerations.~~
- ~~During the term of this MOU, no bargaining unit employee will be subject to a reduction in force, demoted, y-rated, or suffer a reduction in salary or benefits related to the classification study or compensation survey. Thereafter, depending upon the results of the classification study/compensation survey, such reductions/y-rating may occur pursuant to the meet and confer process for the successor MOU.~~
- ~~Aside from mutual agreement in the form of a side letter (for existing classifications) or as implemented pursuant to the MMBA meet and confer process (for new classifications), Appendix A shall remain in full force and effect without modification during the term of this MOU.~~
- ~~The District agrees to provide the Association with final copies of both the classification study and compensation survey, and final recommendations, if any, within ten (10) business days following their completion.~~

~~B. Maintenance~~

~~The following processes shall remain dormant during the term of this MOU in light of the comprehensive classification study and compensation survey that will be conducted during the term of this MOU as described in Paragraph A above. Six months after completion of the classification study and salary survey described in Section 6.A, but no later than June 30, 2025, the dormancy ends and these maintenance provisions in Section 6.B revive and become fully effective.~~

1. Up to ~~six (6)~~ classification ~~series~~ may be reviewed in each of the remaining years of the current MOU. The EA and the Air District may each select up to three (3) classification series.
2. Bargaining unit positions in selected ~~job~~ classification ~~series~~ will be audited to determine whether the positions are correctly classified.
3. ~~Job e~~Classification ~~specifications and descriptions~~, if any, will be thoroughly reviewed to determine whether they need to be updated to reflect changes to the work being performed in the bargaining unit positions assigned to those classifications, including the knowledge, skills and abilities, examples of duties, and qualifications required to perform the work.
4. Review of classifications may include a compensation analysis to determine if adjustment to the rate of pay for a classification is warranted based on external comparators and/or internal equity considerations.

5. For the purposes of this subsection, no bargaining unit employee will be subject to a reduction in force, demoted, y-rated, or suffer a reduction in salary or benefits based on the results of an audit of his/her position, a review of the ~~job~~-classification specification description, assigned to their position, or a compensation analysis.
6. In the event that a compensation analysis/survey is conducted and indicates that an adjustment to pay rates is warranted, the ~~DH~~Ruman Resources Officer shall prepare a report ~~and recommendation~~ for consideration by the Board of Directors as part of the annual budget preparation process.
7. All position audits, ~~job~~-classification ~~description~~-specification reviews, and compensation analyses conducted pursuant to ~~subsection B of~~ this Article shall be performed internally or by an external consulting firm ~~mutually agreed upon by the parties~~. The Association may designate a representative to participate in the evaluation panel to review bids, proposals, or qualifications for the recommended selection of the consulting firm.
8. The cost of any work performed by an external consulting firm pursuant to #7 shall be borne equally by the Air District and the Association, except that the Association's costs for such work shall not exceed \$~~125~~,000 per year.
9. However, neither party is required to designate classes in any year.
10. Except as provided in paragraph 11 below, and ~~A~~aside from mutual agreement in the form of a side letter, existing represented classifications shall remain in full force and effect without modification for the term of this MOU.
- ~~10.~~11. In the limited case of when the Air District completes a comprehensive classification study with an external consulting firm selected via the process in VI.7 above, resulting classification changes will all be made in accordance with the MMBA.

ARTICLE VII SALARIES

SECTION 7.01 SALARIES

The following increases to unit wages/salaries shall be made effective as identified below:

Effective the first pay period after ratification and approval, wages/salaries of all bargaining unit employees, subject to subsection 7.05, shall be increased by three percent (3%).

Also effective the first pay period after ratification and approval, the Air District will provide the equivalent of three percent (3%) of wages/salaries for twelve (12) pay periods (twenty-four [24] weeks), paid in a one-time, non-pensionable lump sum payment within four (4) pay periods (eight [8] weeks) after ratification and approval.

Also effective the first pay period after ratification and approval, the Air District will provide the equivalent of two percent (2%) of wages/salaries, calculated before the above referenced three

percent (3%) General Wage Increase (GWI) above is applied, for twelve (12) pay periods (twenty-four [24] weeks) paid in a one-time, non-pensionable lump sum payment within four (4) pay periods (eight [8] weeks) after ratification and approval.

Effective July 1, 2026, wages/salaries of bargaining unit employees, subject to subsection 7.05, shall be increased by 2% plus one-half (1/2) of any change to the Consumer Price Index for Urban Wage Earners and Clerical Workers for San Francisco-Oakland-Hayward (CPI-W) for the preceding calendar year, as reported by the Bureau of Labor Statistics, U.S. Department of Labor, over the wages/salaries in effect after the three percent (3%) GWI is applied, which equates to one point fifteen percent (1.15%) for a total of three point fifteen percent (3.15%) GWI. This GWI will commence the first pay period after ratification and approval and the Air District will pay retroactivity to July 1, 2026 within six (6) pay periods (twelve [12] weeks) after ratification and approval.

Effective the pay period that includes July 1, 2027, wages/salaries of bargaining unit employees, subject to subsection 7.05, shall be increased by 2% plus one-half (1/2) of any change to the Consumer Price Index for Urban Wage Earners and Clerical Workers for San Francisco-Oakland-Hayward (CPI-W) for the preceding calendar year, as reported by the Bureau of Labor Statistics, U.S. Department of Labor, over the wages/salaries in effect on June 30, 2027 up to a maximum of four percent (4%) GWI.

~~Effective the first full pay period after November 1, 2023, wages/salaries of all bargaining unit employees shall be increased by five percent (5.0%) over the wages/salaries in effect on the preceding June 30, and the District will provide the equivalent of five percent (5%) of wages/salaries for six (6) pay periods (twelve [12] weeks), paid in a one-time, non-pensionable lump sum payment.~~

~~Effective the first full pay period after July 1, 2024, and for the term of this MOU only, wages/salaries of bargaining unit employees shall be increased by two percent (2.0%) plus any change of the Consumer Price Index for Urban Wage Earners and Clerical Workers for San Francisco-Oakland-Hayward (CPI-W) for the preceding calendar year, as reported by the Bureau of Labor Statistics, U.S. Department of Labor, over the wages/salaries in effect on the preceding June 30.~~

~~Irrespective of the CPI-W as defined above, the cumulative minimum increase for the 2024/2025 fiscal year (2.0% plus change in CPI-W) shall be one percent (1.0%) and the maximum increase shall be four point five percent (4.5%).~~

SECTION 7.02 SALARY STEPS

1. There are five (5) steps within the salary range for each ~~classification~~position, with a five percent (5%) increment between the steps. The time between Entrance Step A and Step B is six (6) months of satisfactory service in Step A. 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.

2. Unless special conditions warrant otherwise, an employee promoted to a higher ~~classification~~position will receive the minimum salary for the higher ~~classification~~position nearest a five percent (5%) increase (not less than four point nine percent [4.9%]) above the employee's former ~~classification~~position, whichever is higher, provided the increase is within the range of the higher ~~classification~~position. If a promotion is awarded within thirty (30) days of a scheduled step increase, the step increase and promotional increase will both be effective at the time of the change. Hiring at a higher salary step will require justification from the Hiring Manager and approval of the EO.
3. If a vacant position is reclassified, a competitive recruitment will occur, ~~and the salary placement of the selected employee will be in accordance with subsection 2 above.~~ If a currently filled position is reclassified to a position having a higher salary range, the salary placement of the employee will be in accordance with subsection 2 above.
4. If a position is reclassified to a position having a lower salary range, the incumbent will be Y-rated according to the provision section 7.05.
5. If an employee is transferred, the employee will remain in the same step of the salary range effective prior to the transfer.
6. Any employee who has passed through ~~their~~ir initial probationary period with the Air District and who is promoted or transfers to another position in the Air District shall not be subject to any “up or out” probation. Such an employee may be terminated for cause. However, if an employee is promoted prior to the completion of ~~their~~his/her initial probation period, the employee must successfully complete the full probationary period designated for the higher classification before attaining regular status.
7. If an employee is demoted for disciplinary reasons to a position having a lower salary range, the employee will be placed in the new range at the step held prior to the demotion.
8. If an employee is demoted because of lack of funds, the employee will be placed in the salary step in the new range that 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 a position in the formerly held classification and will revert back to the step in the salary range they occupied in the former position effective prior to promotion. Step increases will be awarded on the schedule appropriate to the prior position.

SECTION 7.03 STEP INCREASES

Step increases are effective on the first day of the pay period in which the employee's anniversary date falls providing that a formal performance evaluation has been completed which indicates at least an overall “~~Successful~~meets standard” rating. For purposes of this section, a delayed performance evaluation exceeding thirty (30) calendar days shall cause the employee's performance evaluation to be an overall “~~Successful~~meets standard” rating and the employee shall receive the increase retroactive to the first of the pay period in which the employee's anniversary date falls.

SECTION 7.04 DETERMINATION OF SALARY RATES

1. 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 Manager and approval of the EO for Steps B and C. Recommendation by the EO and approval of the appropriate committee of the Board of Directors is required for hiring at Steps D and E.
2. LIMITED-TERM EMPLOYMENT (Non-Contract per Section 16.04): Limited-term employees will be placed on the salary range of the classification in which the person is employed. If a former regular Air District employee is re-hired as a limited-term employee for the same classification in which they held upon separation, the former regular employee will be paid at the same step of the salary range for the classification at the time of separation. If a former regular employee is re-hired as a limited-term employee for a classification other than that held at the time of separation, the former regular employee will be paid the same step of the salary range for the classification at the time of separation providing that the salary range of the classification in which the person is employed is equal to or less than the salary range of the classification held at the time of separation. If the salary range for the classification in which the former regular employee is employed is higher than the salary range of the classification held at the time of separation, the former regular employee will be placed at the step of the salary range of the classification based on the needs of the Air District pursuant to 7.04.1 above.

SECTION 7.05 Y-RATING

Y-Rating refers to a classification or position which has been reclassified to a classification position having a lower salary range. The incumbent will retain their present salary until the appropriate step in the reclassified classification position is equal to or greater than the incumbent's current salary. A Y-Rating status must be approved by the EO and the Board of Directors. Those incumbents Y-Rated as part of this MOU will not receive GWI increases until after the appropriate step in the reclassified classification is equal to or greater than the incumbent's salary. However, while Y-Rated, they will receive, if eligible, non-pensionable, lump sum payments equivalent to the negotiated GWI increases identified in 7.0 as follows:

- a. 3% equivalent for the same duration (i.e., twelve [12] pay periods) and payable within four (4) pay periods (eight [8] weeks) after ratification and approval;
- b. 3.15% GWI equivalent for twelve (12) months with retroactivity to July 1, 2026, payable within six (6) pay periods (twelve [12] weeks) after ratification and approval; and
- c. Up to 4.0% equivalent with one half payable in the first pay period in July 2027 and one-half payable the first pay period in January 2028.

SECTION 7.06 DIFFERENTIAL PAY

Employees not working a regular scheduled late shift or flextime 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.

SECTION 7.07 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 flex time or compressed schedule shall not be considered shift differential hours.

SECTION 7.08 STANDBY DUTY/CALL BACK

1. STANDBY DUTY

A. Standby duty shall be defined as that circumstance when an employee assigned by the Air District to:

1. Be ready to respond immediately to a call for services;
2. Be readily available at all hours by telephone, cellphone, pager or other agreed upon communication equipment; and
3. Refrain from activities which might impair their assigned duties upon call.

B. Managers may request volunteers or, if needed, assign an employee or employees to standby duty. Managers will provide the employee or employees their standby duty assignment(s) in writing prior to the initiation of standby duty. Irrespective of when the written notification is provided by the manager, bargaining unit employees are not expected to review the notification outside of their normal working hours.

C. Standby duty is normally assigned in one-week increments. Standby duty will be distributed among those employees deemed qualified by the Air District to perform the duty. An employee assigned standby duty shall be paid San Francisco minimum wage ~~\$8.00~~ per standby duty hour (those hours before and after normal working hours) or at the employee's discretion, one (1) hour of Compensatory Time Off (CTO) for every ten (10) hours of standby duty worked. A standby duty shift shall consist of a twenty-four (24) hour period of time as determined by the Air District less any regular or overtime hours.

D. An employee called to respond while on standby duty shall be compensated for the time worked in accordance with the Call Back provision, below.

2. CALL BACK

- A. Bargaining unit employees who are called back to work while on standby or after they have worked the scheduled shift and have departed from the place of employment shall be compensated with overtime for the time worked, either in cash or CTO (if applicable), at the rate of time and one-half with a minimum of two (2) hours at such rate.
- B. Should the time worked while called back become contiguous with the regular work schedule, time worked shall not be treated as a call back and the minimum time period shall not apply.
- C. An employee being paid for Call Back shall not receive Stand-By Pay for the same hours.

SECTION 7.09 SALARY DEDUCTIONS

Salary deductions may be authorized from time to time by the EO.

- 1. Mandatory deductions include but are not limited to Federal Withholding Tax, State Withholding Tax, Medicare tax, if applicable, State Disability Insurance premium, and the employees' Public Employees' Retirement System contribution.
- 2. Voluntary deductions include the regular deduction of health insurance, life insurance, credit union, union dues and other voluntary program deductions that may be authorized by the employee and provided for by the Air District.

SECTION 7.10 PAY PERIOD AND PAYDAY

- 1. 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 payday falls on a holiday, ~~paywarrants~~ will be distributed on the previous workday. Start of the pay period will be adjusted for an employee working a compressed workweek. The Air District shall indicate on each employee's paycheck stub the following: accrued annual leave, accrued sick leave, accrued compensatory time, and accrued floating holiday time.
- 2. The Air District shall provide employees with the option of direct deposit of their paychecks to those banks that provide this capability.
- 3. The Air District and the Association agree that during the term of this MOU, the parties will study alternate paydays and pay periods. No changes will be made unless parties to this MOU mutually agree.

SECTION 7.11 FINAL PAYMENTS

- 1. SALARY. Final salary payments to any person who terminates will be paid within seventy-two (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.

2. ACCRUED ANNUAL LEAVE. An employee leaving the service of the Air District shall receive a single payment covering the amount of the accrued annual leave remaining on account.

3. ACCRUED SICK LEAVE. Employees leaving the service of the Air 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.

5.4. Effective June 1, 2024, in the event of a death of an employee who is not eligible for retirement, their surviving spouse or dependent, may elect to receive a single payment up to a maximum of eighty (80) hours of the accrued and available sick leave.

3.5. FLOATING HOLIDAYS. Floating holidays must be used within the fiscal year they are credited. An employee leaving the service of the Air District shall receive a single payment covering the amount of the accrued floating holidays remaining on account.

4.6. COMPENSATORY TIME. An employee leaving the service of the Air District shall receive a single payment covering the amount of accrued compensatory time remaining on account at their current regular rate of pay.

SECTION 7.12 SALARY ADVANCES

Employees may apply for a payroll advance under the following conditions:

1. An employee must have been in a paid status for at least one week in the pay period prior to receiving a salary advance.
2. The amount requested cannot exceed amount earned to date during the pay period.
3. The amount advanced must be deducted from the paycheck for that pay period.
4. No more than two (2) such requests can be submitted annually. Exceptions may be approved by the EO and must be announced to the Board under "Report of EO".

6.5. Requests for salary advance must be received by the HRDΘ at least one (1) week prior to the date of requested distribution for which the advance is requested.

6. Requests are subject to the approval of the HRDΘ.

SECTION 7.13 ACTING AND TEMPORARY ASSIGNMENTS

1. Acting Assignments: When an employee is assigned in writing by their Division Director (DD) to perform all of the day-to-day duties of a position in a higher Air District classification due to a vacancy or temporary absence of the person normally assigned to perform those duties, the employee shall receive "Acting Pay" when the employee works from the first day of such assignment until the end of the assignment not less than one entire workweek (forty [40] or thirty-six [36] hours depending on work schedule

without leave or time off) or more ~~hours~~ and will receive such Acting Pay for that assignment.

9. The rate for “Acting Pay” shall be determined by Section 7.02.2 of this MOU.

a. The rate for “Acting Pay” shall be determined by Section 7.02.2.

b. Acting ~~a~~Assignments shall not be assigned nor paid for in less than forty (40) ~~thirty-six (36)~~ hour increments as defined above.

c. Acting ~~a~~Assignments shall not be for more than six (6) months, except where the normally assigned employee’s vacancy is longer than six (6) months, the position is vacant as a result of the underfill process, or the vacant position will be reclassified through the add/delete process in which case the position may be filled through an Acting Assignment only until the next add/delete cycle. A 3-month extension, however, may be granted upon EO approval.

~~3.d.~~ DD shall, if possible, announce upcoming Acting Assignment opportunities to interested and qualified employees in writing. An interested employee may submit their resume and a cover letter expressing why they are interested in and qualified for the Acting opportunity. The DD and HRD may hold screening interviews to assess the readiness of employees to assume the full responsibilities of a position. The Air District maintains the ability, subject to business needs, to place an individual in an Acting position quickly without such interviews.

2. Temporary Assignments: When an employee is assigned in writing by their DD to perform a significant portion of the day-to-day duties of the position (at least 25%) in a higher Air District classification due to a vacancy or the temporary absence of the person normally assigned to perform those duties, the employee shall receive “Temporary Assignment Pay” when the employee works one entire workweek (forty [40] or thirty-six [36] depending on work schedule without leave or time off) or more and will receive such Temporary Assignment Pay for that assignment.

a. The rate for “Temporary Pay” shall be a 2.5% temporary increase to their current classification compensation.

b. Temporary Assignments shall not be assigned nor paid for in less than forty (40)/thirty-six (36)-hour increments as defined above.

c. Temporary Assignments shall not be for more than three (3) months except where the normally assigned employee’s vacancy is longer than three (3) months, the position is vacant as a result of the underfill process, or the vacant position will be reclassified through the add/delete process in which case the position may be filled through a Temporary Assignment only until the next add/delete cycle. A 3-month extension, however, may be granted upon EO or their designee approval.

d. The DD has the discretion to offer two (2) concurrent or overlapping Temporary Assignments to cover all of the responsibilities of the position being covered so long as one of the employees is not performing 75% or more of the work.

- e. The DD has the discretion to offer multiple employees the opportunity to have them serve less than 3-month assignments consecutively.
- f. The DD shall, if possible, announce upcoming Temporary Assignments opportunities to interested and qualified employees in writing. An interested employee may submit their resume and a cover letter expressing why they are interested in and qualified for the Temporary Assignment opportunity. The DD and HRD may hold screening interviews to assess the readiness of employees to assume at least twenty-five (25)% of the responsibilities of the position. The Air District maintains the ability subject to business needs to place an individual(s) in the position quickly without such an interview(s).

2.3. It is expressly understood that Aacting/Temporary Aassignments do not constitute an appointment to a different position and have no effect on the employee's representation status and/or terms and conditions of employment other than the duties performed by the employee and the applicable "Acting pPay" received by the employee during the period of the Aacting/Temporary Aassignment.

4. ~~An acting assignment for a vacant position may only be used to backfill the position during the recruitment process to fill the vacancy.~~

The Air District will provide the Association with quarterly recruitment updates for those positions being filled with Acting/Temporary Assignments, which will include a quarterly list of all Acting/Temporary Assignments from the prior quarter identifying the vacant position, the date the position became vacant, the name of the employee(s) in the Acting/Temporary Assignment, and the date the assignment began.

5. An employee may decline an Aacting/Temporary Aassignment. An employee who has accepted an Aacting/Temporary Aassignment may decline to continue the ~~acting~~ assignment with five (5) working days advance written notice to their ~~Division Director~~. A ~~Division Director~~ may discontinue an ~~aAacting aAassignment~~ at any time with written notice to the employee.

6. At the conclusion of an Acting/Temporary Assignment, the employee will return to the position they held at the commencement of the assignment.

6.7. The total length a particular position may be filled through an Acting and/or Temporary Assignment typically shall be no longer than twelve (12) months regardless of the number of people serving in the Acting or Temporary Assignment. If it appears that the vacancy is going to extend beyond twelve (12) months (e.g., difficulty in recruiting, extended medical or family leave, etc.), the Air District will provide written notice to the Association as soon as it becomes aware that the Acting or Temporary Assignment(s) will last longer than twelve (12) months and specify why.

SECTION 7.14 SPECIAL PAY AND ALLOWANCES

1. BILINGUAL PAY. Division ~~dD~~irectors shall identify those employees who, in the performance of their duties, are required to converse with the public or translate

documents in a language other than English. Employees so designated, who have demonstrated their competency in a second language to the satisfaction of the ~~Division Director~~, shall receive bilingual pay in the amount 5% of their base hourly rate of \$51.49 (as of July 1, 2023) per pay period for each hour in which bilingual skills are utilized. Employees shall record bilingual time on their timesheets. Employees are expected to efficiently organize their bilingual work and projects to the extent possible. ~~provided the employees utilize the bilingual skills as described above for ten (10) or more hours per pay period. The compensation shall be increased by four point five percent (4.5%) effective the first pay period after July 1, 2024.~~

2. PER DIEM. Employees who travel will be reimbursed in accordance with the 2026 Air District's Employee Business Expense and Travel Policy which will take effect July 2026. Proposed changes to this policy that are within the scope of bargaining will not be implemented during the term of this MOU without mutual agreement. ~~away from the District for training or other work assignments that extend for more than one (1) day shall be reimbursed for reasonable expenses provided that receipts are submitted for such expenses. The employee should submit a detailed expense report within seven (7) days of the travel, including receipts for other expenses (e.g. travel and lodging).~~

3. HAZARD PAY. Division ~~d~~Directors shall identify those employees who, in the performance of their duties, are required to: 1) climb to the sampling point of stacks, storage tanks or any structure at a height of thirty (30) feet or more; 2) wear a Self-Contained Breathing Apparatus (SCBA) or safety harness; 3) perform confined space entries or 4) climb to a height of thirty (30) feet or more wearing SCBA, harness and is in a confined space. Such employees shall receive additional compensation in the amount of two and ~~three-quarters one-half~~ percent (2.75%) above the employees' current salary step for the duration of that assignment.

Employees may be required to successfully complete training prescribed by The Air District as a condition of employment in positions requiring the above duties.

The ~~h~~Hazard ~~p~~Pay shall not constitute a part of the employee's base rate, but shall be a bonus for performing these duties. Hazard ~~p~~Pay shall be considered part of the regular rate for the purpose of computing overtime.

Section 7.15; Overpayment

In the event that the Air District overpays an employee or reimburses an employee in excess of the amount to which they are entitled in error, the Air District shall notify the employee in writing of the amount due and the cause of the error. If an employee identifies an error in payment prior, they should let the Air District know as soon as possible. The Air District and the employee will develop a repayment plan. The employee may surrender accrued annual (vacation) leave, floating, or CTO, make a cash payment, agree to a payroll deduction, or any combination thereof for repayment. Full repayment must be paid within six (6) months of the error being discovered if the error is under two-thousand five hundred dollars (\$2500), or within one (1) year of the error being discovered if the error is more than two-thousand five hundred dollars (\$2500) except in extenuating circumstances upon approval of the DHR.

ARTICLE VIII EMPLOYMENT AND MERIT INCREASES

SECTION 8.01 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 of receipt~~ing any of~~ future salary benefits.

SECTION 8.02 DEFINITIONS

1. Original Date of Hire: The date of hire into a regular position with the Air District in an unbroken period of employment that includes the most recent employment with the Air District. The period of time an employee is on Workers' Compensation shall be considered a continuous period of employment.
2. Adjusted Hire Date: The most recent hire date preceding any period of absence due to layoff of six (6) months or less adjusted forward to account for the lapse in service.
3. Salary Anniversary Date: The date on which the employee has completed six (6) full months of service in pay steps A or B, or completed twelve (12) full months of service in pay steps C or D.

Adjusted Anniversary Date: The Salary Anniversary Date, taking into account any periods of absence without pay of a pay period or more. For purposes of this section employees on

4. Workers' Compensation shall not be considered absent from service.

SECTION 8.03 ANNIVERSARY DATE

The salary anniversary date or adjusted anniversary date for newly hired or promoted employees is the date of hire or date of most recent promotion. The anniversary date will be used in determining when an employee becomes eligible to be considered for salary step increments.

Annual leave credits and sick leave credits are accrued from original date of hire or adjusted hire date. For the initial pay period after hire and the final pay period upon termination, annual and sick leave accruals shall be determined as forty (40) hours worked in a pay period. There will be no prorating of time for annual or sick leave for less than this minimum time per pay period. For part-time new hires and any employee who separates employment with the Air District, fifty percent (50%) of their regularly scheduled assignment will constitute forty (40) hours worked in a pay period. These provisions will not be applicable for determining annual leave and sick leave accruals during any other type of leave.

SECTION 8.04 PERFORMANCE EVALUATION

1. During the initial probationary period, a probationary employee shall receive at least two (2) formal performance evaluations which will normally be conducted at the end of the sixth and eleventh month of service as defined in Section 8.05.2 below.
2. Promoted employees who are subject to a six (6) month probationary period as defined in Section 8.05.2 below shall receive at least two (2) formal performance evaluations which will normally be conducted at the end of the third and fifth month of service as defined in Section 8.05.2 below.
3. Promoted employees who are subject to a nine (9) month probationary period as defined in Section 8.05.2 below shall receive at least two (2) formal performance evaluations which will normally be conducted at the end of the third and eighth month of service as defined in Section 8.05.2 below.
- 3.4. Employees promoted to Supervisor who are subject to a nine (9) to twelve (12) month probationary period as defined in Section 8.05.2 below shall receive at least two (2) formal performance evaluations which will normally be conducted at the end of the fifth (5th) month and another after the seventh (7th) month of service as defined in Section 8.05.2 below.
- 4.5. After completion of the appropriate probationary period, a formal performance evaluation shall be completed for the employee annually. A supervisor is not precluded from completing a formal performance evaluation at any time. 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.
- 5.6. A performance evaluation that includes an overall rating of ~~needs improvement~~ Developing Performance or ~~unsatisfactory~~ Unsuccessful must include an attached Performance Improvement Plan for improvement (PIP) if a PIP addressing all of the issues underlying such rating is not already in effect.

SECTION 8.05 PROBATIONARY PERIOD

4. Upon initial hire, each employee shall be subject to a probationary period equivalent to one (1) year of full-time actual and cumulative service. During an employee's initial hire probationary period the employee may be terminated without cause or right of appeal.
5. Employees promoted within the same class series or who transfer shall be subject to a probationary period equivalent to six (6) months of full-time actual and cumulative service. Employees promoted to a position in a different class series shall be subject to a probationary period equivalent to at least nine (9) months of full-time actual and cumulative service. Employees promoted to a to a supervisor position shall be subject to a probationary period equivalent to at least nine (9) months but no more than twelve (12) months of full-time actual and cumulative service. The employee's manager may decide, in their sole discretion, when between nine (9) and twelve (12) months of full-time actual and cumulative service the supervisory promotional probationary period shall end. If an employee does not successfully complete his/her promotional probationary period, he/she shall be placed back in a position in the employee's former classification at the salary step held prior to the promotion without cause or right of appeal.

6. An employee who is promoted or transfers during their initial hire probationary period will complete the remainder of their initial-hire probationary period post-promotion or transfer, which will run concurrently with their promotional/transfer probationary period in the new position.
7. During any probationary period, no employee shall be demoted or terminated in violation of the Air District's Equal Employment Opportunity policy.
- 5.—5. The Air District may extend a probationary (non-promotional) employee's probation for up to a period of six (6) months. Absent extraordinary circumstances, the supervisor must have previously met with the employee at least ninety (90) days prior to the end of their probation and provided them with both verbal and written direction on skills and/or behaviors that are in need of improvement and/or correction which will lead to termination or extension of probation if not fixed. The Air District does not have to provide verbal and written direction prior to extending probation when the issue first arises less than ninety (90) days prior to the end of the employee's probation. The Air District will notify the Association of such extension within five (5) days of the employee being informed of the extension.

SECTION 8.06 NON-COMPETITIVE IN-SERIES I/II AND ASSOCIATE/I/II ADVANCEMENT

1. Definition

Some Air District classifications are designated as I/II within a singular Classification Specification. Employees in such a classification may advance from Level I to II without the need for competitive recruitment. Also, some Air District classifications (currently only the Engineer classification) are designated as Associate/I/II. Employees in such a classification may advance from Associate to Level I and from Level I to Level II without the need for competitive recruitment.

The Associate designation is a trainee level employee. The Level I designation is for an entry level employee needing close supervision initially, allowing the employee to learn Air District policies, procedures and the more advanced and specific knowledge, skills and abilities of the classification. Level II is the journey-level designation where the employee has achieved the ability to perform their assigned work and duties with minimal supervision and few errors. Minimum Qualifications for Level I designations require less practical experience than Level II designations, even though educational requirements may be the same.

Employees who have demonstrated the ability to perform the duties they will be assigned at the journey-level through the competitive recruitment process may be hired at the Level II designation. Employees who lack the experience and ability to perform the duties they will be assigned without supervision initially shall be hired at Level I. Employees without prior experience or ability to perform the duties they will be assigned without significant supervision initially shall be hired at the Associate level.

2. Non-competitive Advancement Criteria and Process

For employees hired at the Level I within a classification designated as I/II, or Associate Level within a classification designated as Associate/I/II, advancement to the next level is not automatic. In order for an employee to be eligible for advancement from Level I to Level II, the employee must meet the following eligibility criteria:

- a. Successful completion of their probationary period in the Level I position;
- b. An overall rating of “Successful” or better in their most recent performance evaluation;
- c. Meeting the Minimum Qualification of the Level II classification as outlined in the applicable Classification Specification; and
- d. The employee has demonstrated that they are able to perform their work independently and with few errors.

In order for an employee to be eligible for advancement from Associate to Level I, the employee must meet the following eligibility criteria:

- a. Successful completion of their probationary period in the Associate position;
- b. An overall rating of “Successful” or better in their most recent performance evaluation; and
- c. Meeting the Minimum Qualification of the Level I classification as outlined in the applicable Classification Specification.

Level I employees or Associate employees who believe they are eligible for advancement as specified above, may submit an [Advancement Recommendation Form \(“ARF”\)](#) to their supervisor. Within thirty (30) days of receiving the employee’s ARF, the employee’s supervisor must either 1) fill out the supervisor portion of the ARF and send it for approval to the Division Director (“DD”) or their designee for approval documenting that the employee meets criteria a-d or a-c, as applicable, and recommending the employee for advancement or 2) provide a written explanation to the employee that specifies why they do not qualify for advancement and the steps necessary to qualify for future advancement with an estimated timeline. The DD or designee must approve or deny the ARF within fifteen (15) days of receipt from the supervisor.

3. Compensation Upon Advancement

Upon advancement from Associate to Level I or from Level I to Level II, the employee will receive a salary increase consistent with Article 7.02.2-Salary Steps, effective the pay period after the approval of the ARF by the DD or designee.

4. Dispute Process

An employee who believes they meet the eligibility criteria for advancement but has not gained approval from their supervisor and DD may file a dispute. The employee shall initiate the dispute in writing (email) to their DD with a copy to the DHR. The dispute shall outline the reasons why the employee believes that each of the criteria for advancement has been met. The

DD will jointly review the written dispute with the DHR or their designee. The dispute review will include the written dispute from the employee outlining how they believe they meet the minimum requirements for advancement (work experience both at the Air District and with previous employers and education), and their most recent performance evaluations. The DD has ten (10) business days to render a decision, which must be approved by the DHR or their designee. The DD's decision shall be made in writing to the employee with a copy to the DHR. If the DD decision is to uphold the supervisor's denial of advancement, the DD shall outline the reasons why they do not meet the requirements for advancement and the steps necessary to qualify for future advancement and a timeline if different from the supervisor's. The DD's decision is final.

At the end of the estimated timeline that the supervisor provided when declining the advancement (or DD's timeline if different from the supervisor's), the employee may make a written request to meet with the supervisor to review the steps they have taken and how they now meet the requirements for In-Series Advancement eligibility. It is the employee's responsibility to request the supervisor's review.

In the case that the supervisor, in concurrence with the DD, believes the employee has taken the necessary steps and meets the requirements for In-Series Advancement eligibility, the supervisor shall update the ARF indicating that all criteria have now been met. The updated ARF will be signed by both the supervisor and DD and sent to HRD for processing.

In the case that a supervisor and/or DD is of the opinion that the employee has yet to meet the eligibility requirements, the supervisor shall outline and present to the employee any remaining reasons why they do not meet the requirements for advancement, the steps necessary to qualify for future advancement and a corresponding timeline.

ARTICLE IX HOURS OF WORK

SECTION 9.01 HOURS OF WORK

1. WORKWEEK

- A. NORMAL WORKWEEK. A normal workweek ~~shall~~ may consist of five (5) consecutive eight (8) hour days, Monday through Friday. ~~The normal workday shall and~~ be scheduled over an eight and one-half (8 ½) hour period that covers the core business hours of the Air District which are from ~~8:39:30~~ 8:30 A.M. to ~~53:00~~ 5:00 P.M., normally with one-half (1/2) hour unpaid break for ~~meals~~ lunch. Workweek schedules are subject to Management approval and may be modified consistent with existing policies.
- B. COMPRESSED WORKWEEK. With the approval of Management, an employee's normal workweek may be ~~and/or workday can be modified to allow for flextime hours or a compressed workweek.~~ The Air District's typical compressed workweek schedule, known as a "9/80", consists of working four (4) consecutive nine- (9-) hour days, Monday through Thursday and one (1) eight- (8-) hour day on Friday in the first week of a two- (2-) week pay period and the alternating Friday off, commonly known as the

Regular Day Off (RDO). Generally, the Friday opposite the Air District's "payday" is the standard RDO for employees. Management may elect to have an employee within a unit or Division work a different compressed workweek or flextime schedule. In such a case, appropriate adjustments will be made to recognize such a normal flex or compressed day/week.

C. TELECOMMUTING. With the approval of Management, an employee's ~~normal~~ workweek may be modified to allow for telecommuting. The employee and ~~his/her/their~~ (hereinafter referred to as their) supervisor ~~/manager~~ will agree on core days and hours during which the employee will be working remotely, and these will remain constant from week to week, unless modified by agreement with the supervisor. The Air District will allow non-scheduled telecommuting on Spare-the-Air days when appropriate. In all cases, telecommuters must communicate sufficiently with their supervisor ~~office and the public~~ to meet the Air District's goals.

D. PART-TIME WORK: An employee may request a ~~regular-consistent~~ part-time work schedule of fewer than eighty (80) hours per pay period. Approval shall be at the discretion of the Division Director (DD) and the EO ~~on a fiscal year basis and shall~~ consider ~~ing the~~ business needs of the Air District. The part-time schedule ~~shall not~~ initially exceed one (1) year and may be rescinded by the EO with at least a thirty- (30-) day notice to the affected employee for business needs or for unsatisfactory employee performance and without prior notice in emergency circumstances. ~~Part-time work may be extended at the discretion of the EO.~~

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

3. MAKE-UP TIME

(a) When a ~~situation arises in which a represented~~ non-exempt employee is unable to work their regular hours ~~on a particular day~~, upon the approval of the employee's supervisor, the employee may make up the ~~time missed~~ time. ~~The makeup time shall occur during the same pay period within the same workweek.~~ The total hours worked, including makeup time, shall not exceed ~~eighty-fourty (840)~~ hours during any pay period in the employee's established workweek. Makeup time shall not trigger overtime in any workweek or under any circumstance.

(b) When an exempt employee is unable to work their regular hours, upon the approval of the employee's supervisor, the employee may make up the missed time within the same pay period. The total hours worked, including makeup time, shall not exceed eighty (80) hours during any pay period. Makeup time shall not trigger overtime in any workweek or under any circumstance.

- 3.4. When ~~an attending employee is away from the employee's normal duty assignment for jury duty or Air District approved events, required meetings, conferences, classes, events, or~~

~~trainings, 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 Air District agency at, and travel time to and from, events, meetings, or conferences; for the hours at, and travel time to and from, a class or trainings; or for the hours at jury duty and for any travel time between the location of the jury duty and the Air District office or the location of the employee's normal duty assignment. With the advance approval of the employee's supervisor (where possible), an employee will receive overtime or compensatory time if the time consumed by the outside activity exceeds the employee's normal workday.

4.5. When an employee attends one of the activities which requires the employee to be away from the employee's normal duty assignment and the activity concludes prior to the end of the employee's assigned workday, the employee must return to work, use appropriate paid leave, work at home, or make-up time. In order to use appropriate paid leave, work at home or make-up time, employees must receive concurrence from their immediate supervisor and authorization from their manager. If the employee is authorized to make-up time, the employee must make-up the time in the same ~~pay-work~~ week for non-exempt employees or same pay period for exempt employees in which time was taken off and in no event shall this time when combined with regular hours worked result in weekly overtime.

~~2. With the approval of Management, an employee may make-up work time that is lost as a personal or job-related obligation within the same workweek in which the work time is lost. Make-up may not be counted towards computing the total number of hours worked in a day for purposes of the overtime requirement specified in this MOU. The schedule according to which any such time will be made up will be established in consultation with the employee's supervisor.~~

SECTION 9.02 MEAL PERIOD AND REST PERIOD

1. ~~Unpaid L~~unch period ~~is typically of~~ one-half (1/2) hour ~~and~~ is to be taken as assigned by the employee's manager, normally ~~it will be~~ taken between 12:00 P.M. and 1:00 P.M.
2. ~~Rest period~~Paid breaks of one-quarter (1/4) hour each ~~is are~~ normally taken in mid-morning and mid-afternoon.
3. Continuation of Business: ~~An adequate number of e~~mployees may be assigned lunch and ~~rest period~~breaks to ensure the continuation of business.

If an employee is authorized to take a 30-minute lunch, the employee may either be authorized by the manager to combine ~~his/her~~ their two (2) 15-minute breaks with their lunch period or to take one (1) 15-minute break mid-morning and one 15-minute break mid-afternoon.

If an employee chooses and is authorized to combine their lunch (unpaid) and break (paid) periods, to provide the employee a one (1) hour lunch period, the employee will not be entitled to take any additional breaks during the employee's work shift.

If an employee is authorized to take a one (1) hour lunch (unpaid) and two (2) 15-minute (paid) breaks, then the employee shall take one (1) 15-minute break midmorning and one 15-minute break mid-afternoon.

Due to unforeseeable work duties, there may be times that an employee will not be able to adhere to their primary lunch option. The Air District acknowledges that in such cases, an employee may select an alternative lunch option for that day.

SECTION 9.03 ATTENDANCE

1. ~~An employee's supervisor will be responsible for keeping the daily attendance record of each employee. Employees are responsible for accurately reporting their time on the Air District's timesheet. An employee's supervisor will be responsible for approving an employee's timesheet.~~
2. A bargaining unit employee who is tardy shall report to their employee's supervisor as promptly as possible after beginning work and at the sole discretion and approval of the employee's ~~managersupervisor~~, the employee may be allowed to (1) make-up time providing the makeup time does not put the employee in an overtime status, (2) use appropriate paid leave in accordance with this agreement, or (3) may be docked for the period of tardiness.
3. An employee must report unscheduled leave to the Air District within the first hour of the workday unless an emergency prevents such reporting.
 - A. Failure to report may result in loss of pay for the period of absences from work.
 - B. An employee who is absent without leave and without having reported their absence for more than one (1) working day may be considered to have resigned and may be terminated.

SECTION 9.04 OVERTIME

The Air District will avoid the necessity for overtime where possible. The Air District is under no obligation to assure anyone of the availability of overtime work, nor is the Air District obligated to treat any particular kind of assignment as overtime. Therefore, the Air District may ~~adjust-establish~~ work schedules where possible to meet the business needs of the Air District and allow for work to be done without incurring ongoing overtime costs.~~cover work assignments as straight time work assignments.~~

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

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" assignment 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 Air 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 workday and normal workweek, groupings of employees may occasionally or regularly have work schedules at different times. The Air District reserves the right to change work schedules to meet operational needs during straight time shifts.

Except as otherwise provided in Section 9.01, 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 callback assignments, is not to be paid regardless of whether the employee is traveling to a scheduled overtime or straight time assignment.

1. 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 work-week. ~~With regard to flex time or compressed work weeks, it is recognized that the standard work week may not be forty (40) hours. Any hours worked in excess of beyond forty (40) hours in a week or eight (8), nine (9), or ten (10) hours in a workday, depending on the employee's normally scheduled work day (not the result of make-up time), whatever is necessary to fulfill the designated flex/compressed work week plan for a represented employee 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 base hourly rate their regular rate of pay.~~ For the purposes of this section, paid leave time shall be included in computing the forty (40) 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 normal work time. An employee may elect to receive compensatory time in lieu of overtime as described in Section 9.04(6) below.
2. 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 (2) hours at the applicable rate of pay.
3. 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.
4. DISTRIBUTION OF OVERTIME. Overtime, other than call-back, will be distributed in the following manner, consistent with District operating requirements:
 - A. When overtime is required to complete an assignment, the person given the assignment will normally continue the work.
 - B. 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 (2) 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.

C. On continuing extended, overtime assignments, coverage will be assigned on a rotating basis.

D. All overtime assignments will be made with due consideration for employee hardship.

E. 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.

F. The Air District reserves the right to approve, or disapprove, all assignments with due consideration of safe work hours and excessive work schedules.

G. Limited-term employees, Interns and Fellows 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.

5. DISTRIBUTION OF CALL-BACK. Call-back will be distributed in the following manner:

A. When call-back is required, the person normally responsible for the assignment will be given first opportunity of call-back.

B. 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.

C. If the immediate supervisor is unavailable for assigning the call-back, then the alternate supervisor, manager or division director will be responsible for the assignment of callback. The Air District maintains the option to deviate from this procedure based upon immediate need.

6. COMPENSATORY TIME CAP ~~All represented employees who are authorized and work overtime shall be compensated at the rate of one and one-half times their base hourly rate of pay for all time worked over their normally scheduled workday.~~ Represented employees may elect compensatory time at the rate of one and one-half (1½) times the overtime worked in lieu of overtime pay but may not accumulate more than 240 hours of compensatory time. However, compensatory time shall only be allowed with management approval for any overtime earned in an assignment outside of their regular division. After 240 hours of compensatory time has been accumulated, overtime pay will be the compensation for overtime work. The maximum accumulation of compensatory time is 1620 hours as of the end of the calendar year. At the end of the calendar year, the Air District will pay the employee all compensatory time in excess of 1620 hours at the current hourly regular rate of

pay. An employee may cash out up to the full amount (240 hours) at the end of the calendar year. Any and all accrued compensatory time must be paid out prior to any promotion that creates an increase in the rate of pay (excluding non-competitive advancements).

7. Holiday Pay-Employees required to work a designated holiday shall receive overtime pay equal to two (2) times the employees' base hourly rate of pay. For purposes of this section, a designated holiday shall be the dates on which the holiday is observed by the Air District (Section 12.07), 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 Air District.
8. An employee shall not work any time in excess of their approved work schedule without prior approval of the employee's supervisor except in an emergency or other situations where prior approval is not possible. Prior approval must be documented on the approved electronic Pre-authorization Overtime Form. In an emergency or other situations where prior approval is not possible, the employee shall promptly inform their supervisor and complete the Authorization Form within 48 hours.

ARTICLE X

REDUCTION IN FORCE

SECTION 10.01

PROCEDURE / BUMPING, LAY-OFF AND RECALL

C.1. SENIORITY. For the purpose of this Section, there are three types of seniority which apply in connection with the implementation of a reduction in any portion of the Air District work force: Air District employment seniority, seniority within a class series and seniority within a specific job classification. Air District employment seniority is the seniority gained based on overall employment with the Air District. Seniority within a class series is the seniority gained based on time in service in a number of job classifications which all belong to the same class series (for example, Inspector I, Inspector II, Senior Inspector and Supervising Inspector). Seniority within a job classification is the seniority gained based on time in service in a specific job classification.-

D.2. LAYOFFS/REDUCTIONS IN WORK FORCE

5.A. When a reduction in work force becomes necessary for any reason such as lack of funds or lack of work, layoffs will be based on reverse order of overall Air District employment seniority.

6.B. As a result of any such layoffs, management may reassign remaining employees to equal or lower paying job classifications in order to assure that the operating requirements of the Air District can be met. Any such reassignments shall be made in accordance with the bumping mechanism set forth in Section 3(C) below.

~~7.C.~~ The Air District will give an employee at least thirty (30) days written notice prior to the effective layoff date.

~~8.D.~~ The Air District will furnish a list of employees to be laid off to recognized employee organization(s) at the same time the employees are given written notice.

~~E.3.~~ BUMPING

~~4.A.~~ DEFINITION. Bumping is the displacement of an employee to an equal or lower paying job classification. Bumping will be based on reverse order of seniority, either in the job classification or Air District-wide, as set forth in subsection (C)-(2) below. Normally, bumping will occur in the context of a reduction in the Air District work force, when the position of an employee with sufficient overall employment seniority with the Air District to avoid being laid off is eliminated. However, bumping may also occur in the context of a static staffing mode, when the Air District is unable to hire new employees to fill existing vacancies or as a result of significant changes in the operating requirements of the Air District, such that it is necessary to displace existing employees to equal or lower paying job classifications involving new or different duties.

~~5.B.~~ GENERAL RULES APPLICABLE TO BUMPING

The bumping procedure set forth below shall not be used for punitive or disciplinary purposes.

~~4.(1)~~ When any employee who has held a given job classification for less than four (4) years must be bumped, the employee to be bumped to an equal or lower paying job classification will be the employee with the least seniority in that employee's current job classification. When any employee who has held a given job classification for more than four (4) years must be bumped, the employee to be bumped to an equal or lower-paying job classification will be the employee with the least overall employment seniority with the Air District.

~~5.(2)~~ Whenever an employee is bumped, the time spent by the employee in the position from which the employee has been bumped, as well as any time which the employee previously spent in the position to which the employee is bumped, will count as time spent in the job classification to which the employee is bumped.

~~6.(3)~~ When two (2) or more employees have the same amount of seniority in a given job classification and one (1) must be bumped, the employee with the least overall Air District employment seniority is the one who will be bumped. When two (2) employees have the same amount of overall Air District employment seniority and one (1) must be bumped, the decision as to which employee must be bumped will be based on the flip of a coin.

~~7.~~(4) Any employee who is bumped to a lower paying job classification will be Y-rated in accordance with Section 7.05. In the event of any subsequent vacancy in a job classification from which an employee was bumped, that employee will be automatically returned to that previous job classification. When more than one (1) employee has been bumped, that employee with the highest applicable seniority in accordance with rule [one](#) (1) above shall have priority to return to the previously held vacant job classification. In the event of a vacancy in a job classification in a class series from which an employee has been bumped that pays more than the job classification that the employee currently holds, but less than the job classification from which the employee was bumped (an intermediate-paying classification), the employee with highest applicable seniority in accordance with rule [one](#) (1) above will be automatically promoted to the intermediate paying classification.

~~8.~~(5) An employee's seniority in a given job classification shall not be affected by a re-titling of the position and/or modification of the job description which involves no change in pay.

~~9.~~(6) Subsequent to being hired as a regular employee, an employee's time in service as a limited-term employee in excess of 1,000 hours within a fiscal year shall count toward that employee's overall [Air](#) District employment seniority, and all of an employee's time in service as a limited term employee in a given job classification shall count toward that employee's seniority in that job classification.

~~10.~~(7) Prior to bumping any employee to an equal or lower paying job classification, the EO shall provide a written explanation as to why the operating requirements of the [Air](#) District necessitate that the employee be displaced from his or her current job classification. The [Air](#) District will give an employee at least ~~thirty~~ (30) days written notice prior to the effective date of any bumping. The [Air](#) District will furnish a list of employees to be bumped to recognized employee organization(s) at the same time the employees are given written notice.

~~6.C.~~ THE BUMPING MECHANISM. The bumping mechanism will operate by the application in sequential order of the following criteria, ~~one~~ (1) through ~~nine~~ (9). Thus, an employee who, because of a lack of seniority in his/her job classification, is to be bumped to an equal or lower paying job classification will be bumped in accordance with the first of the following criteria which applies to his/her specific circumstances. At any step where a given employee may bump one of several other employees with less seniority, the individual with the least seniority is the one who will be bumped.

~~6.~~(1) Prior to the implementation of any mandatory bumping or displacement of an employee to an equal or lower paying job classification to meet the operating requirements of the [Air](#) District, management shall solicit volunteers to move to that job classification. If more than one (1) employee in a job classification

volunteers to be bumped, the volunteer with the greatest overall [Air](#) District employment seniority is the one who will be bumped.

~~D.~~(2) An employee can never bump back to a higher paying position which that employee previously held in the [Air](#) District; however, for purposes of calculating seniority in a job classification, the time spent by an employee in a higher paying job classification will be added to the time already spent in the current, lower paying job classification.

~~E.~~(3) An employee whose job is being eliminated bumps the least senior employee in the same job classification in the same division.

~~F.~~(4) The least senior employee in a division bumps the least senior employee in the same job classification anywhere in the [Air](#) District.

~~G.~~(5) An employee, "A", bumps to an equal paying job classification which "A" previously held, provided that "A" has more total seniority in the current and the previously held position than the least senior current employee in the position which "A" previously held.

~~H.~~(6) "A" bumps to a lower paying job classification which "A" previously held, provided that "A" has more total seniority in the current and the previously held position than the least senior current employee in the position which "A" previously held.

~~I.~~(7) "A" bumps to a lower paying job classification in a class series in the same division in which "A" previously held a position, provided that "A" has more total seniority in that class series and in "A's" current position, taken together, than the least senior current employee in the lower paying job classification; and provided, further, that an employee must have held a job classification as a supervisor within the [Air](#) District in order to bump a supervisor in a lower paying class series.

~~J.~~(8) "A" bumps to a lower paying job classification in a class series anywhere in the [Air](#) District in which "A" previously held a position, provided that "A" has more total seniority in that class series and in "A's" current position, taken together, than the least senior current employee in the lower paying job classification; and provided, further, that an employee must have held a job classification as a supervisor within the [Air](#) District in order to bump a supervisor in a lower paying class series.

~~K.~~(9) "A" bumps to an equal or lower paying job classification which "A" did not previously hold but for which "A" meets the minimum requirements identified in the job description, provided that "A" has more total [Air](#) District seniority than the least senior current employee in the equal or lower paying job classification.

Note: Notwithstanding that the foregoing criteria ~~six~~ (6), ~~seven~~ (7), ~~eight~~ (8) and (9) ~~nine~~ shall normally be applied in sequential order, an employee who can bump to an equal or lower paying job classification under any of those four (4) criteria shall bump to the highest paying of the available positions.

5.D. RECALL

H.(1) Employees who are laid off will be placed on a recall list for thirty-six (36) months, during which period, service time in the former classification will be preserved. However, no service time will be accrued during any period of layoff.

I.(2) Employees will be recalled to their former job classification, or to a lower paying job classification for which they meet the minimum requirements identified in the job description, in reverse order of layoff provided they respond to the notice (mailed to the employee's home address of record with the Air District by certified mail return receipt requested) of a classification opening by notifying the Air District of their intent to return within ten (10) working days of receipt of such notice and return to work or to their former classification within fifteen (15) calendar days of receipt of such notice.

J.(3) An employee recalled to a lower paying classification or advanced to an intermediate paying classification shall remain on the recall list and retain the right to return automatically to his or her former, higher paying classification. The employee with the highest seniority shall have priority to return to the previously held vacant job classification or to advance to an intermediate paying job classification in the class series of the previously held classification.

K.(4) 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.

L.(5) A change in job title shall not affect an employee's recall rights.

ARTICLE XI FRINGE BENEFITS

An employee who is approved for a part-time assignment of 90% or more will receive the fringe allowance as specified in Section 11.07 Premium Requirements. All other employment benefits will be prorated based on the hours worked. All employment benefits for an employee who is approved for a part-time assignment of less than 90% will be prorated based on the hours worked.

SECTION 11.01 HEALTH INSURANCE

The Air District shall make available health insurance coverage through the Public Employees Retirement System (CalPERS) for employees and their eligible dependents. Optional coverage is available for eligible dependents and for Domestic Partners where an employee has filed a confidential Declaration of Domestic Partnership with the Human Resources Division

~~(HRD)Section~~. In the event the health insurance coverage in effect July 1, 2023~~5~~ becomes unavailable, the Air District and the Association, consistent with the Meyers-Miliias-Brown Act (MMBA), shall ~~immediately~~ meet and confer as quickly as possible in an effort to reach mutual agreement regarding a comparable value replacement plan.

SECTION 11.02 DENTAL INSURANCE

The Air District shall make available dental insurance coverage 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 ~~Human Resources Section~~HRD.

During the term of this MOU, the Air District will review whether other dental insurers have more in-network providers in the Bay Area and/or would otherwise result in lower out-of-pocket costs and will provide the review findings to the Association by January 1, 2028.

In the event the dental insurance coverage in effect July 1, 2023~~5~~ becomes unavailable, the Air District and the Association, consistent with the MMBA, shall ~~immediately~~ meet and confer as quickly as possible in an effort to reach mutual agreement regarding a comparable value replacement plan.

SECTION 11.03 VISION CARE

The Air District shall make available Vision coverage 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 Human Resource ~~Section~~Division. Vision care coverage for dependents must be elected at the time of enrollment. In the event the vision care coverage in effect July 1, 2023~~5~~ becomes unavailable, the Air District and the Association, consistent with the MMBA, shall ~~immediately~~ meet and confer as quickly as possible in an effort to reach mutual agreement regarding a comparable value replacement plan.

SECTION 11.04 LIFE INSURANCE

The Air District provides life insurance coverage for employees. The life insurance amount is based on annual salary. Optional Additional Contributory Life is also available to employees. In the event the life insurance coverage in effect July 1, 2023~~5~~ becomes unavailable, the Air District and the Association, consistent with the MMBA, shall ~~immediately~~ meet and confer as quickly as possible in an effort to reach mutual agreement regarding a comparable value replacement plan.

SECTION 11.05 LONG TERM DISABILITY INSURANCE

The Air District shall provide Long Term Disability (LTD) Insurance which partially replaces lost income for employees who become disabled on or off the job and meet the eligibility requirements. In the event the LTD insurance coverage in effect July 1, 2023~~5~~ becomes unavailable, the Air District and the Association, consistent with the MMBA, shall ~~immediately~~ meet and confer as quickly as possible in an effort to reach mutual agreement regarding a comparable value replacement plan.

SECTION 11.06 VISION CARE, AND HEALTH, DENTAL AND LIFE INSURANCE
COVERAGE AFTER RETIREMENT

1. All Employees Upon Retirement

The Air District shall comply with the provisions of the California Public Employees' Medical and Hospital Care Act. Vision care, dental insurance and life insurance coverage after retirement will be governed by the vision, dental and life insurance plans in effect for employees covered by this agreement, and in compliance with the provisions of the Medicare program.

2. Employees Hired before July 1, 2010

Health insurance, dental insurance, vision care and life insurance shall continue for employees hired before July 1, 2010 at the maximum fringe benefit allowance received at the time of retirement. This Section also applies to employees hired before July 1, 2010 who separate from the Air District and are re-hired by the Air District at a later date and subsequently retire from the Air District.

3. Employees Hired on and after July 1, 2010

A. Health insurance, dental insurance, vision care and life insurance shall continue for retired employees at the maximum fringe benefit allowance received upon retirement times a percentage of Air District contribution, and in compliance with the provisions of the Medicare program.

The percentage of Air District contribution payable for postretirement health insurance, dental insurance, vision care and life insurance shall, except as provided in subsection B below, be based on the employee's completed years of credited CalPERS service at retirement as shown in the following table:

Credited Years Percentage of Air District

<u>Of Service</u>	<u>Contribution</u>
10	50
11	60
12	70
13	80
14	90
15	100

This subsection shall apply only to employees who receive a service or disability retirement and are first employed by the Air District after July 1, 2010.

- B. The credited service of an employee for the purpose of determining the percentage of Air District contributions applicable under subsection A shall not include purchased Additional Retirement Service Credit ('air time').
- C. The credited service of an employee for the purpose of determining the percentage of Air District contributions applicable under subsection A shall include purchased Military, Peace Corps and AmeriCorps service.
- D. Notwithstanding subsection A, for employees hired by the Air District on and after July 1, 2010, and who retire for disability with less than ten (10) years of credited service, the contribution payable by the Air District shall be fifty percent (50%) of the maximum fringe benefit allowance received at the time of retirement.

4. Increases

Retired annuitants' fringe benefit allowances may be equal to and increased concurrently with increases to represented employees' fringe benefits, as determined by the Air District's Board of Directors.

- 5. For employees first employed before July 1, 2017, and with no break in service to the date of retirement, except as provided in 2 above, if they are otherwise eligible for an annuitant fringe benefit (see 1, 2 and 3 above), their retired annuitant fringe benefit allowance shall not be less than \$1763.70 per month or proration as described in 3 above.

SECTION 11.07 PREMIUM REQUIREMENTS

- 1. The Air District will provide a cafeteria plan for Fringe Benefits with a FBA for payment of premiums for health, dental, vision (including the vision buy up plan), and additional life insurance coverage.
 - A. For employees hired before July 1, 2017, the FBA will be equal to the appropriate tier provided in subsection 2 below or \$1763.70, whichever amount is greater.
 - B. For employees hired on or after July 1, 2017, the FBA will be equal to the appropriate tier provided in subsection 2 below.
- 2. Tiered Benefit Plan - The Air District will offer the following tiered benefit plan for FBA. Determination of tiers A, B, or C is based on enrollment for health care plan only.
 - A. Employee (EE) only – 100% of Kaiser Health Maintenance Organization (HMO) premium for single plus 100% of dental and vision premiums for Employee Only Plan.
 - B. Employee plus One – 95% of Kaiser HMO premium for employee plus one plus 95% of dental and vision premiums for Employee + One Dependent Plan.

C. Employee + Family – 90% of Kaiser HMO premium plus an additional one hundred dollars (\$100) per month added to the Fringe Benefit Allowance for employee plus two or more plus 90% of dental and vision premiums for Employee + Two or More Dependents Plan.

3. For those employees who do not enroll in a CalPERS health care plan, the allowance will be based on the percentage for the selected plan(s) as described above.

SECTION 11.08 STATE DISABILITY INSURANCE/FAMILY TEMPORARY DISABILITY INSURANCE/PAID FAMILY LEAVE

Each employee is covered by State Disability Insurance (SDI) and Paid Family Leave Insurance, also known as Family Temporary Disability Insurance (FTDI). Premiums are paid by the employee. The Air District's sick leave payments are integrated with any payments received by the employee from SDI or FTDI. The cost of SDI and FTDI is deducted from the employee's pay.

SDI and FTDI are integrated with the employee's leave time. Employees shall not be entitled to receive more than one hundred percent (100%) of pay when SDI or FTDI and leave time are combined. The administration of the SDI and FTDI programs is solely the responsibility of the State of California. The Air District is not responsible for benefit levels, the duration of benefits, or the eligibility of Air District employees for benefits.

SECTION 11.09 WORKERS' COMPENSATION

1. An employee who is absent as a result of a work-related injury will continue to receive full pay for the first 90 calendar days after the date of injury (the period will apply only once per injury) providing the injured employee meets the following requirements/conditions:
2. The injury has been accepted by the Air District's workers' compensation insurance carrier as a bona fide work-related injury.
3. The work-related attending health care provider has medically authorized the absence.
4. If the length of the work-related absence qualifies the injured worker for temporary disability benefits from the Air District's workers' compensation insurance carrier, the wages of the employee will be deducted for the same amount as the temporary disability payments; and in no event, will the injured employee receive more than 100% of their wages when combined with any temporary disability payments from the Air District workers' compensation insurance carrier.
5. These provisions will only apply once per injury as determined by the Air District's Workers' Compensation Insurance carrier.
6. In the event that the Air District's workers' compensation insurance carrier does not accept the workers' compensation claim, the Air District is entitled to recover the amount of any benefits or time paid under this section. The Air District and the employee will develop a repayment plan. The employee may surrender sick leave, annual leave, floating holidays or

compensatory time, make a cash payment, accept payroll deductions, or agree to surrender any combination thereof for repayment. The compensation shall be paid back within one (1) year from the denial of the claim. Any period longer than one (1) year must be agreed upon by both parties due to extenuating circumstances.

SECTION 11.10 PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)

The following applies to those employees who were employed by the Air District on or before December 31, 2012 and to those employees who are otherwise eligible as 'classic members' as defined by CalPERS:

2% at 55 FULL RETIREMENT FORMULA: The Air District amended the PERS contract to implement the "2.0% at age 55 formula" effective July 22, 2002.

Employees who began CalPERS membership at the Air District or another qualifying CalPERS agency on or after January 1, 2013 shall participate in the 2% at 62 FULL RETIREMENT FORMULA.

In the event that any part of the California Public Employees' Pension Reform Act (PEPRA) which affects benefits described herein is amended or otherwise voided by action of the legislature, electorate or court of law, the parties shall ~~immediately~~ reopen negotiations concerning such provisions as quickly as possible and shall bargain this provision in accordance with MMBA requirements.

1. PICK-UP OF EMPLOYEE CONTRIBUTIONS:

There shall be no employer pick-up of mandatory retirement contributions during the term of this Agreement.

2. EMPLOYEE CONTRIBUTIONS

A. Effective July 1, 2013, the "classic employees" shall pay the entire seven percent (7%) mandatory employee contribution to CalPERS.

B. Employees who are not considered "classic employees" by CalPERS shall pay fifty percent (50%) of normal cost as required by PEPRA.

C. The charges, if any, shall not reduce the employees' pensionable compensation, and shall not be treated as taxable income to the extent allowed by law. The Air District shall implement the provisions of section 414 (h)2 of the Internal Revenue Code (IRC) to ensure that the tax benefit provided by that section is made available to employees.

SECTION 11.11 CREDIT UNION

Employees may become members in the San Francisco Federal Credit Union.

SECTION 11.12 EMPLOYEE ASSISTANCE PROGRAM

The Air District shall offer an employee assistance program (EAP) to employees and members of their household. The EAP Employee Assistance Program provides limited professional, confidential counseling service at no cost to the employee. In the event the EAP program in effect on July 1, 2025 is reduced or becomes unavailable, the Air District and the Association, consistent with the MMBA shall meet and confer as quickly as possible in an effort to reach mutual agreement regarding a comparable value replacement plan.

SECTION 11.13 TRANSIT SUBSIDY

1. Consistent with the Air District's efforts to promote the use of public transportation and to reduce the number of single-occupant automobiles during commute hours, fulltime Air District employees are eligible for a transit subsidy. Use of the transit subsidy is confined to the employee during commute hours.
2. Effective ~~July 1, 2023~~ January 1, 2026, the Air District will provide a transit subsidy up to a payment equal to the maximum IRS transit subsidy, up to a maximum amount of (currently \$34000.00) per month to subsidize eligible transit expenses as detailed in this provision. Eligible transit expenses include passes for public mass transit system, carpool participation, electric vehicle participation, walking and bicycling participation, and parking associated with mass transit systems.
3. Procurement of transit passes is the obligation of the individual employee. No funding will be advanced by the Air District. The transit subsidy will be made available to eligible Air District employees on a designated day prior to the beginning of each month. The Air District reserves the right to use other methods deemed more efficient for the Air District.
4. There will be no banking of the unused allocation of transit subsidy. Transit subsidy allowance is for each individual month and will not be cumulative. The purpose of transit subsidy is to provide an allowance to employees who use an alternative method of transportation for the sole purpose of coming to and from work (portal to portal).
5. Verification: Transit subsidies may be audited on an Air District-wide basis at any time. For stated reasons provided in writing to the employee, the Air District may audit an individual employee and require the employee to provide a written explanation of the employee's use of transit subsidy. This provision is intended to be invoked on an individual basis in situations where abuse of transit subsidy is reasonably suspected. Persons in violation of this section may be subject to disciplinary action.
6. If an employee chooses to change their subsidy, they must complete the necessary forms in a timely manner in order to receive their subsidy for the subsequent month.
7. Carpool: An employee who participates in carpool to commute to and from an Air District facility shall be reimbursed up to the maximum monthly transit subsidy. Reimbursement to the vehicle owner for commute carpooling expenses will be ~~\$68.00~~ \$34.00 per day (or ~~\$34.00~~ \$12.50 per one-way trip) up to the maximum monthly transit subsidy. Reimbursement to riders in a carpool will be ~~\$34.00~~ \$12.50 per day (or ~~\$12.50~~ \$4.00 per one-way trip) up to the maximum monthly

transit subsidy. A carpool is defined as three or more persons, at least two of which must work in the same building as the Air District employee. Carpool reimbursement will be made on a monthly basis. No funding will be advanced by the Air District. In order to receive the carpool subsidy, the employee must certify to the ~~Human Resources Office~~ HRD, no later than the 10th day of each month, the number of days carpooled during the previous month and the names of the persons who participated in the carpool. An employee that drives a vehicle as a carpool to commute to and from an Air District facility shall be provided with parking at no cost, subject to availability.

8. Electric Vehicle: Consistent with current practice, an employee who uses an electrical vehicle to commute to and from an Air District facility shall be provided with parking and have access to a re-charging station at no cost, including in parking garages the Air District contracts with, subject to availability. In no event is the Air District obliged to pay for additional parking or to reimburse employees for parking fees as a result of this paragraph.
9. Walking or Biking: Air District employees who walk or bicycle to work and live more than 1.0 mile from their work locations will be reimbursed up to \$~~53~~.00 per day (or \$~~21~~.50 per one-way trip). In order to receive the walking or biking subsidy, the employee must certify to the ~~Human Resources Office~~ HRD, no later than the 10th day of each month, the number of days walking or biking during the previous month.
10. Parking passes associated with transit systems are subject to subsidy.
11. The amount of transit subsidy shall be increased by any increase(s) in the Internal Revenue Service limit for the duration of the contract.
- ~~11.~~12. Air District employees who have been assigned an Air District vehicle may be reimbursed for parking costs associated with keeping the vehicle at or nearby their place of residence. In any fiscal year, such reimbursements shall not exceed the annual cost of a San Francisco residential parking permit for passenger vehicles as of July 1 of that year (currently \$215).

SECTION 11.14 DEFERRED COMPENSATION

The Air District shall offer the opportunity to participate in an IRC Section 457 deferred compensation plan. This plan is designed to allow employees to invest a portion of their -salary ~~that is on a tax-deferred basis~~ until such time as the employee withdraws the funds and/or after-tax (Roth) basis.

~~At least once during the term of this MOU and periodically thereafter~~ Quarterly, the Air District shall convene a committee whose charge shall be to review the performance, costs and related design of this plan and to evaluate alternate plan(s) to be offered. This committee shall consist of an equal number of non-EA and EA represented Air District employees. Based on the evaluation, the committee shall provide a recommendation regarding plan(s) to be offered

In the event of a recommended change in vendor(s), the Air District and the Association shall ~~immediately~~ meet and confer as quickly as possible with regard to any such change in vendor(s).

Following the completion of the meet and confer process, the Air District may implement reasonable changes in vendor(s).

SECTION 11.15 ~~JOB-RELATED EDUCATIONAL AND SKILLS ENHANCEMENT PURSUITS REIMBURSEMENT PROGRAMS~~

1. JOB-RELATED EDUCATIONAL PURSUITS

- A. The provisions of the “Job-Related Educational Pursuits” section will be applicable to an employee who applies for “Skills Enhancement Pursuits” and who takes an educational course or other skills enhancement course which is directly related to the employee's current position, but is not necessarily enrolled at an accredited college or university in an undergraduate or graduate degree program.
- B. “Year” is defined as fiscal year (July 1 through June 30).
- C. For the purposes of this section “Job-Related Educational Pursuits” is defined as education that either maintains or improves an employee's job skills as they relate to an employee's current position.
- D. 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.
- E. To qualify for reimbursement under this Section 11.15, participation in certificate programs is subject to prior approval by the HRØD. Reimbursement will be approved if the educational pursuit conforms with (A), (C) and (D) above, and there is sufficient funding pursuant to (F) below. Certificate programs in which an employee's participation will normally be granted shall include, but not be limited to, environmental management certificate programs offered by the University of California or other colleges and universities as well as coursework leading to a professional license which relates to the work of the Air District (such as a Professional Engineer license).
- F. Each year, the Air District shall apportion an amount up to \$~~150,000.00~~ to allow for reimbursements of up to \$2,750~~00~~.00 per permanent, non-probationary employee (working 50% or more) ~~for those employees who when they~~ 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 HRØD before taking the course in order to be reimbursed. This program will be administered on a first-come, first-approved basis upon successful completion. Each July, the Air District will provide the Association a report summarizing (1) all requests for reimbursement and (2) all reimbursement approvals for the previous fiscal year.

2. SKILLS ENHANCEMENT PURSUITS

- A. For the purposes of this section “skills enhancement 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 Air District's work in general and will enhance an employee's skills and may allow for further advancement or promotion at the Air District.

B. Each year, the Air District shall apportion an amount up to \$~~140,000.00~~ to allow for reimbursements of up to \$1,750~~0.00~~ per permanent, non-probationary employee (working 50% or more)~~employee when they~~for those employees who attend and successfully complete skills enhancement course. 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 HRO before taking the course in order to be reimbursed. This program will be administered on a first-come, first-approved basis upon successful completion. Each July, the Air District will provide the Association a report summarizing (1) all requests for reimbursement and (2) all reimbursement approvals for the previous fiscal year.

~~B.C.~~ C. An employee may be reimbursed for courses necessary to attain a job-related degree.

~~C.D.~~ D. Reimbursement will be approved if the skills enhancement pursuit conforms with (A) and (C) above, and there is sufficient funding pursuant to (B) above.

3. REIMBURSEMENT:

- A. Upon proof of completion of a course (grade "C" or better, "pass", "credit" or other indication of satisfactory completion of the course) the Air District will reimburse the employee for the course cost and related materials (required books, supplies, lab fees, etc.) up to the prescribed limit. An employee may be reimbursed for courses necessary to attain a job-related degree.
- B. The reimbursement for Job-Related Educational Pursuits or Skills Enhancement Pursuits whose course cost is all-inclusive, which includes either meals, lodging, entertainment, or special events, etc. shall be reduced by the reasonable costs of these non-course related items.

4. STUDENT LOAN REPAYMENT

~~4.~~ Each year, the Air District shall apportion an amount up to \$~~540,000.00~~ to be used by permanent, non-probationary employee (working 50% or more)~~employees~~ to repay student loans. To remain eligible, participating employees must continue to make minimum monthly payments to their loan servicer in addition to the assistance received under this program. Student loan assistance payments will be made in amounts of up to \$~~24,500.00~~ per year per participating employee. This program will be administered on a first-come, first-served basis. Each July, the Air District will provide the Association a report summarizing (1) all requests for student loan repayments and (2) all student loan repayments for the previous fiscal year.

SECTION 11.16 DEPENDENT CARE ASSISTANCE PLAN

The Air District will continue for the term of this Agreement the Dependent Care Assistance Plan as adopted by the Board of Directors by Resolution 98-25, November 4, 1998. However, employee contributions shall be allowed at the maximum level allowed by law.

SECTION 11.17 SOCIAL SECURITY REPLACEMENT BENEFITS

The Air 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.
2. Life insurance coverage for employees is as specified in the contracts. The contracts are available in the Human Resources Section.
3. A portion of long-term disability coverage at the level of 66 2/3% of monthly salary to a maximum benefit of \$6,500.
4. Qualified pension plan contribution of ~~\$325.00~~^{237.72} per month credited to each full-time regular employee's account, ~~effective July 1, 2023. The \$325.00 monthly credit will commence the first full pay period after ratification and approval of the MOU. The monthly equivalent from July 1, 2025 until payment commences after ratification and approval will be credited in a single lump sum within four (4) full pay periods after ratification and approval of the MOU.~~ The monthly contribution for each subsequent fiscal year shall be adjusted by the change in the annual-average Bay Area CPI-W for the previous calendar year.
5. Effective with the ratification and approval of this MOU, Medicare Part B for employees that retire after July 1, 2000 up to a maximum total cost of ~~\$5~~¹⁰,000 per year for all covered retirees. However, employees that retire after July 1, 2011 shall only be entitled to be reimbursed for the standard Medicare Part B premium. Once the ~~\$5~~¹⁰,000 has been distributed by the Air District, an additional \$5,000 per calendar year shall be made available to reimburse the standard Medicare Part B premium for employees that retire after July 1, 2011.
6. PERS Long Term Care for Air District employees who previously elected to enroll in the PERS Long Term Care Program as paid for by the employee or should PERS reinstate this program or a program with an equivalent purpose, elects to enroll in the Program or its equivalent.

SECTION 11.18 HEALTH CARE SPENDING ACCOUNT

The Air District will offer employees the option to participate in a Health Care Spending Account (HCSA) Program designed to qualify for tax saving under Section 125 of the IRC, but such savings are not guaranteed. The HCSA Program allows employees to set aside a pre-determined amount of money from their paycheck, not to exceed the maximum amount allowed by law, for health care expenses not reimbursed by any other health benefits plan before tax dollars. HCSA

dollars can be expended on any eligible medical expenses allowed by IRC Section 125. The employee cannot recover any unused balance

SECTION 11.19 GUARANTEED RIDE HOME

An employee who uses an alternate method of transportation to commute to and from work will be guaranteed a ride home in the event of an unforeseeable circumstance that would prevent the employee from using such alternate method of transportation to commute home from work.

ARTICLE XII LEAVE AND HOLIDAYS

SECTION 12.01 ANNUAL LEAVE

1. An employee will earn annual leave credits at the rate of 3.69 hours per pay period (approximately one [1] day per month) for the first three (3) years of employment. Annual leave will accrue but cannot be taken until the successful completion of six (6) months' service.
2. An employee with more than three (3) and up to five (5) years of employment will earn annual leave at the rate of 4.64 hours per pay period (approximately 1-1/4 days per month).
3. An employee with more than five (5) and up to ten (10) years of employment will earn annual leave at the rate of 5.52 hours per day period (approximately 1-1/2 days per month).
4. An employee with more than ten (10) and up to twenty (20) years of employment will earn annual leave at the rate of 6.48 hours per pay period (approximately 1-3/4 days per month).
5. An employee with more than twenty (20) years and up to twenty-five (25) years of employment will earn annual leave at the rate of 7.69 hours per pay period (approximately 2 days per month).
6. An employee with twenty-five (25) 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).
7. 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 pay period.
8. Annual leave will ~~be~~ normally be scheduled in advance ~~by~~ with 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. Any denial of annual leave to an employee who is within forty (40) hours of the cap will be reviewed by the DEO and DHR.
9. The maximum accumulation of annual leave ~~is~~ will be five hundred and twenty-five (525) hours for calendar year 2026 and four five hundred and sixty (460500) hours for calendar year 2027 and thereafter ~~working hours. as of the end of the calendar year.~~ After reaching that

limit, no further hours shall be accumulated until the employee reduces the balance below the respective cap four hundred and sixty (460) hours. Employees who have accrued more than five hundred and twenty-five (525) hours prior to the ratification of this MOU, will have until January 09, 2027 to reduce their annual leave balance to the cap. ~~On a one-time basis, the maximum accumulation of annual leave will increase to five hundred (500) hours. This provision will expire on December 31, 2024.~~

10. Use of annual leave, floating and holiday leave, compensatory time off (CTO), or any combination thereof ~~leave~~ of more than one hundred and sixty (160) consecutive hours must be scheduled and approved by the EO in advance.
11. For the purposes of determining the rate of annual leave, accumulated service within the Air District will be used less any time for leave of absence in excess of two (2) pay periods.
12. ~~In 2026, Once per calendar year,~~ an employee may exchange unused annual leave in excess of 160 hours up to a maximum of forty (40) hours ~~per calendar year,~~ for the equivalent amount in wages. Effective as of the first request form due by December 10, 2026 and thereafter, eligible employees who have in excess of 160 hours will have the opportunity to designate sell-back unused unaccrued vacation hours for sell back the following calendar year up to forty (40) hours. Payment shall be made within fifteen (15) working days of the request. To be eligible for the vacation sell back program, the employee must submit a request form by December 10th of that calendar year, which will be paid out September 1 of the following calendar year, which ensures that the employee has accrued the amount of vacation (in that calendar year) they have identified in their irrevocable request. ~~On a one-time basis, an employee with an annual leave balance over 420 hours will be allowed to sell back an additional 40 hours. This provision will expire on December 31, 2024.~~
13. An employee who is re-hired within five (5) years of their separation by the Air District as a permanent employee will accrue annual leave at the rate the employee was accruing at the time of separation.
14. If a holiday occurs during a continuous period of authorized annual leave, the holiday will not be counted as a day of annual leave.

SECTION 12.02 SICK LEAVE

1. COVERAGE. Sick leave is granted leave to cover authorized absence by an employee unable to work for any of the following reasons, and subject to documentary proof in the form of a medical certification from a licensed health care provider whenever absences exceed five (5) consecutive scheduled work days:
 - A. Personal injury or illness, pregnancy, childbirth, or pregnancy-related disability.
 - B. Exposure to contagious disease requiring quarantine.
 - C. When the employee is required to attend to a member of the immediate family for reason stated in (A) above, to a maximum of eighty (80) hours per calendar year, provided, however, that in the event of a catastrophic illness of an immediate family member, an

employee may petition the EO or designee to use more than eighty (80) hours of accrued sick leave per year to care for that immediate family member.

D. For the purpose of this section, immediate family will include: mother, father, spouse, children, brother, sister, grandparents and grandchildren of the employee, domestic partners and relatives by marriage and relatives of domestic partners, including mother-, father-, brother-, sister-, son-, and daughter-in-law.

E. Appointments for dental, eye, and other medical examinations.

F. When an employee is required to be absent for purposes related to the birth, adoption or foster care placement of a child to a maximum of eighty (80) hours per calendar year, provided, however, an employee may petition the EO or designee to use more than eighty (80) hours of accrued sick leave per year for purposes related to the adoption of a child. Examples may include but are not limited to: appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; any periods of time the adoptive parents are ordered or required by the adoption agency or by the court to take time off from work to care for the adopted child; and any other activities necessary to allow the adoption to proceed. ~~Adoptive parents who voluntarily choose to be absent from work to bond with an adoptive child may not use sick leave for this purpose.~~ Employees must retain have at least ~~200~~eighty (80) hours of sick leave after utilizing before initially requesting sick leave for purposes related to the birth, adoption, or foster care placement of a child.

2. 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 that may be accumulated. Part-time employees will earn sick leave on a pro-rated basis. Employees are eligible to use sick leave as it is earned.
3. COORDINATION WITH STATE DISABILITY INSURANCE. At the employee's election, sick leave may be integrated with State Disability Insurance, Family Temporary Disability Insurance and Workers' Compensation Insurance as soon as eligibility for such benefits is established.
4. 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 ninetieth (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.
5. 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.
6. BLOOD DONATIONS. Employees may take up to two (2) hours to donate blood to the Air 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 by the employee's supervisor and consistent with Air District operating requirements.

SECTION 12.03 BEREAVEMENT LEAVE

1. When a death occurs in the immediate family of an employee, the employee may take twenty-four (24) consecutive work hours off, counting the day of the funeral, without loss of pay. An additional two (2) days of bereavement leave may be taken-nonconsecutively by members subject to the requirements of California Government Code 12945.7 on an unpaid basis or by using available annual or sick leave within three (3) months of the date of the family member's death.
2. If the employee is the family member required to make ~~the~~ family arrangements for the funeral, ~~and~~ burial, celebration of life (or equivalent ceremony), the employee may take up to forty (40) work hours off without loss of pay to make such arrangements. Such time shall include all time for travel.
3. For the purpose of this Section, immediate family is defined the same as in Section 12.02(1)(D) above.

SECTION 12.04 MILITARY LEAVE

The Air District shall comply with all applicable laws requiring the release and payment for duty in the U.S. Military or California National Guard. Notice must be given by the employee to their supervisor as soon as the obligation to attend military duty is known.

SECTION 12.05 JURY DUTY

Employees selected for jury duty shall be excused from work with pay for the hours required by such obligation provided they submit any jury fees received for such time to the Air District. The employee shall return to work whenever released during working hours and travel time allows except as provided in Section 9.01.~~35~~.

SECTION 12.06 SUBPOENA AS A WITNESS

Pursuant to Government Code Sections 1230 and 1230.1, any employee subpoenaed as a witness on matters related to Air District business shall be allowed the time necessary to be absent from work without loss of regular pay.

SECTION 12.07 HOLIDAYS

1. 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)
~~Farmworkers' Chavez' Birthd~~ <u>ay</u>	(Thirty-first day of March)

Memorial Day	(Last Monday of May)
Juneteenth	(Nineteenth day of June)
Independence Day	(Fourth of July)
Labor Day	(First Monday of September)
Indigenous Peoples' 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)

2. Every day appointed by the President of the United States or Governor of California as a paid day off for Federal or State employees will be recognized as a paid day off by the Air District. holiday.
3. 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.
4. Employees will be granted forty (40) hours of floating holidays per year except an employee hired after January 1st and prior to June 1st will be allowed only sixteen (16) hours of floating holiday within that fiscal year. Employees hired after May 31st and prior to July 1st will receive no floating holiday for that fiscal year. Employees must request to use a floating holiday in advance. A floating holiday can be taken only with the approval of the employee's supervisor.
5. Notwithstanding Section 12.07(3), above, employees who are not scheduled to work on a day that is a scheduled holiday for other Air District employees shall be credited with eight (8) hours of floating holiday pay in-lieu of the scheduled holiday. The eight (8) hours of floating holiday shall be credited to the employee's accrual in the same pay period that the scheduled holiday occurs.

SECTION 12.08 BENEVOLENT LEAVE FUND

~~2.~~ The Benevolent Leave Fund is established for the use and donation by Air District employees. Any Air District employee (hereinafter referred to as "employee") may donate annual leave, sick leave, compensatory time off, or floating holiday, with the limitation noted in subsection A immediately below, to the ~~b~~Benevolent ~~L~~Leave ~~f~~Fund for the benefit of an employee who they themselves are or their eligible family member (i.e., spouse, registered domestic partner, child, sibling, grandparent, parent, parent-in-law, or person of whom the employee is a legal guardian) ~~s who are~~ is catastrophically ill, injured, or suffering from long-term

ailments and, in the case of an employee, unable to work for forty (40) 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 forty (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 one hundred twenty (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 ~~f~~und recipient.

2. In order to be a fund recipient, the following conditions apply:

- A. The recipient or their eligible family member (as defined in Section 12.08, Subsection 1 above) must be catastrophically ill, injured or suffering from long-term ailments on an approved leave for medical purposes and must have on file with the Human Resources ~~Office-Division~~ a medical verification from the employee or their eligible family member's personal physician that demonstrates that the recipient or the eligible family member is in fact catastrophically ill, injured or suffering from long-term ailments and, in the case of an employee, unable to work for at least forty (40) consecutive working hours or longer.
- B. Upon written request from the Association Board of Directors, the Director of Human Resources ~~Officer~~ shall provide to the Association the amount of leave in the ~~f~~und.
- C. 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.

- D. The recipient may not receive benevolent leave from the ~~f~~und in an amount which exceeds 100% of that employee's normally scheduled hours for any pay period.
- E. Unless leave has been specifically donated to the employee, employees may not use in excess of two hundred (200) hours annually of the Benevolent Leave Fund. If the leave has been specifically donated to the employee, the employee may not use in excess of four hundred and sixty (460) hours annually of benevolent leave donations. Requests to use in excess of four hundred and sixty (460) hours of benevolent leave in a year for an employee's own use must be approved by the EO or designee and such approval will not be unreasonably withheld. Any hours specifically donated to an employee in excess of what the employee may use will be returned to the donating employee(s).
- F. Written requests to use leave from the ~~f~~und shall be submitted to the DHR or designee~~Human Resources Officer~~.
- G. The DHR~~Human Resources Officer~~ or designee shall provide a written response approving or denying the employee's request, or requesting more information within five (5) working days. If the request is denied, the DHR~~Human Resources Officer~~ or designee shall state the reasons for denial in the written response.
- H. If a request to use leave from the fund is denied, the refusal may be appealed to the APCOEO or designee. The APCO's-EO's or designee decision shall be provided, in writing, to the employee within ten (10) calendar days from the date an appeal is submitted.

Catastrophic illness, injury, or long-term ailments are defined as a serious illness, injury, impairment, or physical or mental condition and, in the case of employees, one that is present for a minimum of forty (40) consecutive working hours or longer.

SECTION 12.09 TEMPORARY DISABILITY LEAVE

~~Subject to Article XVII, Section 2,~~ the provisions of Division III, Section 11.4 of the Air District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference until the conclusion of the reopener on this section. ~~Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association in said changes.~~

SECTION 12.10 FAMILY CARE LEAVE

Subject to Article XVII, Section 2, ~~t~~The provisions of Division III, Section 11.7 of the Air District's Administrative Code Personnel Policies and Procedures are incorporated herein; and made a part hereof by this reference except as modified in 1 and 2 below, until the conclusion of the reopener on this section:

1. Each full-time employee is entitled to a maximum of four hundred eighty (480) hours of family care and medical leave during any twelve-(12-) month period. The twelve-(12-) month period is a rolling period looking backwards. Family care and medical leave can only be initiated by request of the employee. Prior to the request, time off taken on any

type of paid leave will not be deducted from the family care and medical leave entitlement. When medically necessary, leave may be taken on an intermittent basis or the employee may be authorized to work on a reduced schedule.

2. The ~~Ffamily Ccare and medical Lleave~~ entitlement may consist of paid or unpaid leave. An employee who is taking family care and medical leave to care for an eligible family member must use all accrued annual leave and floating holiday, except for eighty (80) hours that may be retained or used at the employee's discretion, before unpaid leave may be taken. An employee who is taking family care and medical leave due to the employee's own serious medical condition is not required, but may choose to, use accrued annual leave and floating holiday.

~~No changes to said provisions of Division III, Section 11.7 of the District's Administrative Code Personnel Policies and Procedures that are within the scope of bargaining will be proposed to the District's Board of Directors by District Management without first obtaining the concurrence of the Association in writing of said proposed changes.~~

SECTION 12.11 PREGNANCY DISABILITY LEAVE

Subject to Article XVII, Section 2, tThe provisions of Division III, Section 11.9 of the Air District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference, until the conclusion of the reopener on this section.
~~Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association in said changes.~~

SECTION 12.12 LEAVE ACCRUAL - RETURNING FROM UNPAID LEAVE

Once returning to work from unpaid leave, in order to accrue annual and sick leave, an employee must work fifty percent (50%) of his or her regularly scheduled assignment (i.e. fifty percent (50%) of the regular assignment of forty (40) hours in five (5) consecutive eight-hour days or fifty percent (50%) of forty (40) hours in four (4) consecutive ten (10)-hour days).

SECTION 12.13 LEAVE WITHOUT PAY

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 ~~EO~~DEO for leave up to eighty (80) hours, or by the ~~EO~~ or designee for periods longer than eighty (80) hours. An employee must exhaust float and compensatory time off balances to zero (0) and annual leave balance to eighty (80) hours before leave without pay will be granted.

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 Air District office is open for business. A return to work of one (1) 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 Article XI, except that an employee on leave without pay for more than eighty (80) hours during a fiscal year will not accrue annual or sick leave for the period of leave without pay in excess of eighty (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 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.

SECTION 12.14 LEAVE OF ABSENCE

1. 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 EO or designee. 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 Article XI, 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 11. 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.

2. Return after unexpired leave. Granting a leave of absence will permit the return of the employee to Air District employment before the expiration of the leave of absence under the following conditions.
 - A. 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.
 - B. Leave of absence does not confer any absolute right to return to position or employment.
 - C. Employee time in-grade for salary increase will be preserved, at the same level.
 - D. Accrued pension rights and pension time will be preserved.

SECTION 12.15 PAID PARENTAL/FAMILIAL LEAVE (PPFL)

1. Employees may take up to one hundred-twenty (120) hours (or pro rata equivalent to the employee's normal workweek) of paid time off per twelve- (12-) month period for Paid Parental/Familial Leave (PPFL) upon birth, adoption, or placement of a foster child or to attend to an eligible family member (as defined 12.08, Subsection 1 above) who is seriously ill/injured or in need of long-term care. Within one hundred-twenty (120) days of ratification and approval of this MOU, the parties have agreed to meet to come to agreement and finalize the details of the PPFL benefit applicable to EA members subject to the following principles of agreement:

- a. PPFL does not operate to extend any leave provided by state or federal law or by this MOU and, in those circumstances, operates as wage replacement;
 - b. PPFL does not operate to extend any other form of leave provided by the MOU, but may, subject to the parties' agreement on the details identified in subsection 2 below, be used in sequence with other forms of leave;
 - c. When using PPFL, time taken off will not be deducted from the employee's sick or vacation leave balances; and
 - d. All represented employees are eligible for PPFL (subject to the parties' agreement on the details identified in subsection 2 below) after completing their first ninety (90) days of service;
 - e. The parties will negotiate over the specific meaning of "seriously ill, injured, or in need of long-term care" for PPFL purposes, but agree that employees who are off work for eligible family members with FMLA/CFRA qualifying illnesses, injuries, and long-term care needs are covered by PPFL.
2. The parties will negotiate details, including but not limited to, eligibility requirements, nature of illnesses covered, nature of required documentation depending upon type of PPFL taken, request and approval processes, etc.

ARTICLE XIII

ASSOCIATION ACTIVITIES

SECTION 13.01

COMMUNICATING WITH EMPLOYEES

1. The Association may use [Air](#) District internal mail and email systems. Any such mail (hard copy or email) will be given to the Business Manager for routing.
1. The Association will use the right-hand third of the space on [Air](#) District bulletin boards for posting Association business announcements provided [Air](#) District business matters do not take precedence. All material posted will be dated for timely removal. No Association documents will be removed prematurely except for demonstrated lack of space.

SECTION 13.02

USE OF DISTRICT FACILITIES

- A.1. The Association may use [Air](#) District meeting rooms provided they are available and there is no interruption of [Air](#) District work. The Association will submit its requests to the Business Manager for the use of the rooms in advance. Meetings of the [Air](#) District take precedence over Association meetings. Security and clean-up will be the responsibility of the Association.

~~1.2.~~ The Association may use the Air District's reproduction facilities at reasonable cost.

~~B.3.~~ Materials to be reproduced will be submitted to the Business Manager for costing and scheduling, which will be without interruption of Air District business. The Air District will bill the Association monthly for costs incurred.

~~C.4.~~ The Air District will provide the Association with office space providing there is available space.

SECTION 13.03 ASSOCIATION REPRESENTATIVES AT BOARD OF DIRECTOR MEETINGS

Two (2) Association representatives will be allowed to attend regular meetings of the Board of Directors on paid release time. Two (2) Association representatives will be allowed to attend regular meeting of committees of the Board of Directors when items are on the agenda that directly relate to matters within the scope of representation of Association activities.

SECTION 13.04 ASSOCIATION REPRESENTATIVES

~~A.1.~~ The Association may, by written notice to the HR~~OD~~, designate no more than nine (9) of its members to be stewards. Annually, or if a change in Stewards occurs, notification shall be provided to the HR~~OD~~ within ten (10) working days of such change.

~~B.2.~~ The stewards and officers (representatives) will obtain approval from their immediate supervisor or management official before leaving a work assignment. Permission will not be withheld except for good cause.

~~C.3.~~ Representatives will be allowed to post Association notices on Air District bulletin boards.

~~D.4.~~ Representatives other than the President or Vice President will each be allowed up to eight (8) hours off, with pay, per month to engage in Association business, including but not limited to assisting employees in processing grievances. The amount of time so used will be reflected in the representative's time sheet. Time spent meeting with Air District Management personnel shall not count against the hours allotted. The President and Vice President each will be allowed up to seven (7) hours off, with pay, per month to spend on Association business.

Any represented employee who has a grievance may request the assistance of a representative in preparing and presenting the grievance.

~~E.5.~~ Association board and committee members working on Association business and issues related to meet and confer shall be provided with reasonable time and accommodations to spend on these activities, so long as advance notification is given to, and approval is received from, an employee's supervisor.

~~F.6.~~ The Association negotiating team members (total of nine [9]) will be allowed

up to forty (40) hours off, with pay, per month for bargaining preparation when negotiations are in progress.

~~G.7.~~ In the event that a dispute results in litigation or is submitted to arbitration or any other forum for dispute or grievance or litigation resolution, not more than two (2) representatives shall be authorized to attend the proceedings on paid release time to represent the grievant and/or the Association. This paid release time is separate and apart from any other paid time afforded to representatives for association activities. The EO may release any number of people for such proceedings.

ARTICLE XIV AVAILABILITY OF DISTRICT DOCUMENTS

SECTION 14.01 ADMINISTRATIVE CODE

The [Air](#) District will continue to make available to the Association a copy of the Administrative Code.

SECTION 14.02 HEALTH INSURANCE PLANS

The [Air](#) District will continue to make available for reading by authorized representatives of the Association the master plans of the life, health, vision and dental insurance plans. The master plans will be available in the ~~Human Resources Section~~[HRD](#) only.

SECTION 14.03 PERSONNEL FILES

The [Air](#) District will continue to maintain a personnel file on each employee. Employees have the right to review their personnel file at reasonable times with prior arrangement (normally within 7 days) with the ~~Human Resources Section~~[HRD](#).

ARTICLE XV PERSONNEL TRANSACTIONS AND RECORDS

SECTION 15.01 HIRING AND INITIAL ORIENTATION

~~The provisions of~~ Division III, Section 12.1 of the [Air](#) District's ~~2023~~ Administrative Code ~~Personnel Policies and Procedures are is~~ incorporated herein, and made a part hereof by this reference. ~~Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.~~

SECTION 15.02 PERSONNEL AND MEDICAL FILES

~~The provisions of~~ Division III, Section 12.2 of the [Air](#) District's Administrative Code ~~Personnel Policies and Procedures are is~~ incorporated herein, and made a part hereof by this reference. ~~Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.~~

SECTION 15.03 EMPLOYMENT RECORD VERIFICATION

~~The provisions of~~ Division III, Section 12.3 of the Air District's 2023 Administrative Code Personnel Policies and Procedures are is incorporated herein, and made a part hereof by this reference. ~~Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.~~

SECTION 15.04 CLASSIFICATION SYSTEM

~~The provisions of~~ Division III, Section 12.4 of the Air District's 2023 Administrative Code Personnel Policies and Procedures are is incorporated herein, and made a part hereof by this reference. ~~Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.~~

SECTION 15.05 REQUESTS FOR NEW EMPLOYEES

~~The provisions of~~ Division III, Section 12.5 of the Air District's 2023 Administrative Code Personnel Policies and Procedures are is incorporated herein, and made a part hereof by this reference. ~~Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.~~

SECTION 15.06 PERSONNEL ACTION FORMS

~~The provisions of~~ Division III, Section 12.6 of the Air District's 2023 Administrative Code Personnel Policies and Procedures are is incorporated herein, and made a part hereof by this reference. ~~Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.~~

ARTICLE XVI METHOD OF FILLING VACANCIES

SECTION 16.01 PROCEDURES

1. TRANSFERS. A transfer is the process by which an employee can voluntarily move to an equivalent or lower-classified position (irrespective of classification series). Prior to initiating a recruitment, the Hiring Manager and HRD generally shall solicit transfer requests from bargaining unit employees by issuing a solicitation of interest to all regular hire Air District employees. Employees shall be given at least five (5) working days to submit their application/resume and a cover letter indicating interest in the transfer. For operational or business needs, the Division Director or DEO, with the approval of the DHR, may elect not to solicit transfers prior to initiating a recruitment, which will be the exception to the general rule. The Air District will give written notice to the Association that it has elected not to solicit transfers.

Eligibility for a transfer requires employees to meet the minimum qualifications (MQs) for the position, to currently hold a position in the same or higher classified classification (irrespective of classification series), and not have had any discipline of One-Day Suspension

or greater in the last twelve (12) months. The Hiring Manager, in consultation with the DHR, retains full discretion to determine whether to select a transfer applicant. Final transfer decisions will be forwarded to the HRD for processing. If an internal transfer applicant is not selected or the selected applicant declines the transfer, the Air District will launch a recruitment.

2. UNDERFILL. For the term of this MOU only, prior to initiating a recruitment, the Hiring Manager, in consultation with DHR and with approval from the EO, may choose to underfill a position for up to six (6) months with a lower classification within the same classification series to allow for recruitment flexibility and professional development opportunities for less experienced staff. The following conditions must be met in order for a position to be underfilled:

- a. No employee in the Division/Office in the classification in the same series immediately below the vacancy to be underfilled is qualified to fill the vacant position.
- b. At least one (1) interested employee in the Division/Office in the classification in the same series immediately below the vacancy to be underfilled will be qualified to fill the vacant position at the end of the underfill period.
- c. At the end of the underfill period, if there are two (2) or more interested and qualified employees, consistent with 2.b. above, then the Air District will run a recruitment between only those individuals and will fill the position with one of those employees.
- d. If 25% or more of the underfilled position (i.e., the higher-classified position) will be performed during the underfill period, it may only be performed by a represented employee in a Temporary or Acting Assignment.

~~1.3.~~ANNOUNCEMENT PROCEDURE. When a bargaining unit position is vacant and after the completion of the transfer process, if any, ~~it exists, the Human Resources Office (HRD) will prepare and electronically post distribute a position job announcement for the vacancy. The announcement will be posted electronically. Recruitments may be "Open" (internal and external applicants); or "Internal" (Air District applicants only). The position job announcement will be opened for a minimum of five (5) working days at least ten (10) working days. The bargaining unit vacancy announcement and will include the opening date, minimum qualifications required MQs, position responsibilities, examples of duties and a general description of the selection procedures to be used to screen applicants.~~

~~2.4.~~REVIEW OF JOB ASSIGNMENT(S) AND CLASSIFICATION SPECIFICATIONS. Prior to the opening of a vacancy initiating a recruitment (excluding transfers), the Hiring Manager shall have the right to make job assignment changes within the classification and must review the applicable classification specification of the vacant position. prior to identifying the actual vacant position. The Hiring Manager must review the classification specification prior to the commencement of the recruitment process in order to select those duties and functions, which are tThe most relevant duties and functions for the vacant position to shall be filled emphasized (e.g., in bold) in the job announcement. A working title, which is a descriptive word or phrase that better reflects the nature of the position, may be used in the

job announcement. The title of All job announcements will include the classification specification title. Those identified duties and functions shall be placed in bold print so that they are given prominence in the job announcement for the position to be filled.

3.5.APPLICATION. Applicants who wish to be considered for the position will submit a completed application form to the HRDΘ on or before the filing deadline specified oin the announcement.

4.6.MINIMUM QUALIFICATIONS (MQs). ~~The qualifications~~MQs include, but are not limited to, education, experience, knowledge, skills, abilities ~~and other background factors, which are needed for each~~as stated in the job announcement and classification specification and included in the job announcement. ~~The minimum qualifications will be specified in the classification specification form and included in the announcement.~~ Equivalent combinations of relevant education, certification, and/or experience may be considered by ~~The HRDΘ may allow for or consider equivalent and relevant education and/or work experience when evaluating if an applicant meets the minimum qualifications.~~

The HRDΘ shall determine if the applicants meet the ~~minimum qualifications~~ MQs of the position. The HRDΘ shall inform each applicant in writing if ~~he/she/they (hereinafter "they")~~ do not meet the ~~MQs~~minimum qualifications for the position. The HRDΘ may reject any application if the applicant does not possess the MQs ~~minimum qualifications~~ required for the position, or for other justifiable reasons. The HRDΘ shall inform any disqualified bargaining unit applicant in writing of the specific reasons for the disqualification and their ~~his/her~~ rights to appeal the HRDΘ's decision.

7. CONSIDERATION OF DISCIPLINE OR PERFORMANCE EVALUATION

The Air District may consider an Air District employee's disciplinary or Performance Evaluation history as part of the process of filling vacancies, provided that the impact of such history be documented in writing as part of the hiring record.

5.8.VACANCY. A vacancy is a position in which there is no incumbent and no employee has a right to the position. A position is vacant when the position is newly-created, the incumbent terminates, the incumbent is on a Lleave of Aabsence or the incumbent has been demoted from the position. A position is not vacant if the incumbent is on Ssick Lleave, Aannual Lleave, Bbereavement Lleave, Ttemporary Ddisability including Pregnancy Disability Leave, Family Care Leave, Paid Parental and Family Leave, Administrative Leave, Workers' Compensation, Lleave Wwithout Ppay or any other circumstances determined by the EO.

6.9.ORDER OF FILLING VACANCIES.

A. FIRST PRIORITY. Reinstatement from Llayoff, return from Lleave of Aabsence granted for medical reasons. To fill a vacancy in the first priority category, the HRDΘ will submit the names of all qualified applicants to the Hiring Manager.

- B. SECOND PRIORITY. For regular employees, transfer, promotion, or return from Leave of Absence granted for non-medical reasons. To fill a vacancy in the second priority category, the procedures specified in this Section shall be used.

The Hiring Manager shall have the right to determine whether a second priority order for filling vacancies shall be Internal promotional or Open. In the event the recruitment is Open, bargaining unit employees have the opportunity to apply and compete for the vacant position with the outside applicants.

- 7.10. MINIMUM QUALIFICATIONS DISQUALIFICATION APPEAL. ~~Those bargaining unit applicants who do not meet the minimum qualifications for the bargaining unit vacancy shall be notified in writing.~~ The bargaining unit applicant shall have the right to appeal the HRD's decision.

~~To initiate the appeal, the bargaining unit applicant must submit a written notice of appeal request to the HRD within five (5) working days from the receipt of the written notification of disqualification notice. The purpose of the appeal is to allow the applicant to present additional evidence of qualifications to the HRD that may not have been considered or clearly articulated/understood in the original application materials. bargaining unit applicant shall have a right to a consultation with the HRO and an opportunity to present additional information regarding his/her qualifications.~~

Upon receipt of the appeal and prior to the commencement of the next phase of the recruitment process, t The HRD shall promptly schedule a consultation meeting with the applicant. During this consultation, the applicant will have the opportunity to explain why they believe they meet the MQs and may submit any supplemental documentation to support their appeal. The applicant may have an EA representative at this meeting.

The HRD shall review the additional information with the Hiring Manager. The Hiring Manager's role in the appeal process is to provide insight regarding the relevance and sufficiency of the applicant's qualifications in relation to the job duties of the specific vacancy. After consultation with t The Hiring Manager, the HRD shall have the final decision in determining whether or not a bargaining unit applicant meets the MQs ~~minimum qualifications for the bargaining unit vacancy,~~ which is to ensure consistency, neutrality, and adherence to the established standards across all recruitments. Once a determination is made, the HRD shall notify the applicant in writing and will clearly state the reasons for any denial in the written response within five (5) working days. If the Hiring Manager decides that the appeal is upheld, bargaining unit the applicant meets the minimum qualifications, the bargaining unit applicant will be allowed to continue in the recruitment process at the stage corresponding to their placement had they not been disqualified. If the Hiring Manager decide appeal is denied, s ~~that the bargaining unit applicant will be deemed ineligible for further participation in that recruitment. fails to meet the minimum qualifications, the bargaining unit applicant shall be disqualified. The HRO, within five (5) working days of receipt of the Hiring Manager's decision, shall inform the bargaining unit applicant of the reason for his/her disqualification in writing. Appeals are limited to whether the applicant meets the published MQs and not other factors such as interview performance, scoring outcomes, or hiring selection.~~

8.11. QUALIFIED APPLICANT POOL - PROCEDURE. The recruitment and selection process for filling a bargaining unit vacancy shall follow a structured, merit-based framework to ensure a fair and competitive process. The steps outlined below apply to both internal and external applicants who meet the MQs. No internal applicant shall receive preference except as specified in this Article. The Qualified Applicant Pool shall be developed through the following process:~~procedure shall be used to determine the qualified applicant pool.~~ In an open recruitment, all bargaining unit applicants who meet the minimum qualifications shall be interviewed by the Hiring Manager (Step C) and Steps A and B will not apply. When there are ten (10) or fewer qualified applicants for either open or promotional recruitments, Steps A and B will not apply.

A. Step A: Application Screening Panel and Eligibility List - A panel of three~~two~~ (32) or more Air District employees chosen by and facilitated by the Hiring Manager and HRD~~Θ~~ shall screen those applicants who meet the MQs ~~minimum qualifications for the bargaining unit vacancy to establish an eligibility list comprised of applicants that meet the screening criteria (i.e., achieve a passing score on the screening methods).~~ The HRD~~Θ~~ will not be a member of the screening panel. The HRD~~Θ~~ shall ensure that the panelists occupy a position in a job classification, which is equal to or higher than that of the job to be filled. The Hiring Manager, in consultation with the HRD~~Θ~~, shall establish the screening ~~criteria~~ methods. The screening ~~criteria~~ methods may include a practical test, a written examination, a review of the responses to the application materials and to the supplemental application questions, one-way video/recording platforms (e.g., SparkHire and comparable one-way platforms) for additional questions, provided that the Air District shall provide the Association sixty (60) days' notice, an opportunity to meet and discuss before beginning the use of any such platform other than SparkHire, and/or any combination of these screening methods listed above deemed appropriate for the position by the Hiring Manager and HRD~~Θ~~. The ~~s~~Screening ~~p~~Panel shall score the applicants consistent with a written predetermined scoring methodology approved by the HRD that associates qualification and or responses with a score by designating the number of points each qualification or response contributes to the overall score and a minimum score required to potentially move to the Panel Interviews. The scoring of each applicant must be done by the Screening Panel not by Artificial Intelligence or other automated systems (AI) and based on the Screening Panel's review of the applicant's actual responses to the screening methods, not an AI summary. As a result of the screening, all applicants will be given a score based on that a 100-point pre-determined scale. If the Hiring Manager has opted for an examination, then the HRD~~Θ~~ shall administer the examination to all of the applicants under the same conditions. The HRD~~Θ~~ or the ~~s~~Screening ~~p~~Panel shall score the examinations with the predetermined scoring criteria. The examination will be scored blindly. Those candidates that have met the passing score based on the pre-determined criteria will be placed on the "Eligibility List" for the recruitment, which may be used for up to twelve (12) months from the establishment of the list for subsequent recruitments for the same classification. An unexhausted Eligibility List may be extended for up to six (6) months. Declining an interview does not remove an individual from the Eligibility List.

4. In an Open recruitment, the four (4) highest scoring bargaining unit applicants in the top ten (10) scoring applicants in Step A with a passing score shall go to Step C (skipping Step

B) and shall be added to the eligibility list. In an Internal recruitment, if there are five (5) or fewer qualified applicants, all applicants with a passing score shall go to Step C (skipping Step B).

A.B. Step-B: Panel Interviews - A panel of three (3) Air District employees chosen by and facilitated by the HRDΘ with input from the Hiring Manager, giving due consideration to the necessities of the job being filled, shall interview only the applicants with a passing top twelve (12) highest score applicants from Step A first or who are on the Eligibility List, or the total number of applicants, whichever is fewer, by score. It is up to the Hiring Manager and HRD to determine how many of those passing candidates to interview, ensuring that they select candidates to interview in the order in which they are listed on the Eligibility List which was determined by their scores from Step A. The HRDΘ shall ensure that all of the panelists occupy a position in a job classification, which is equal to or higher than that of the job to be filled. The HRDΘ shall ensure that at least one (1) of the panelists shall be a representative from the Division where the vacancy exists, and at least one (1) of the panelists shall be a representative from a different Division. The HRDΘ may choose one (1) panel member from outside the Air District who possesses expertise in the area of the vacant position. The HRDΘ shall ensure that applicants are notified in writing of potential interview dates at least three (3) working days prior to the first interview date. Before the Panel Interviews, tThe Hiring Manager and the HRDΘ will develop the interview questions and written rating criteria that associates responses with a score by designating the number of points each response contributes to the overall score and a minimum score to move to the Hiring Interview. A representative of the HRDΘ will facilitate the interview process, however, that person will not be a member of the panel. The panel interview scores will be based on a 100-point scale.

C. Step C: Hiring Interviews - As a result of the scores, tThe Hiring Manager, along with at least one (1) other individual who is of a higher classification than the classification being interviewed for, and in the presence of the HRDΘ, will interview each of the candidates that the Step B Panel Interview process moved forward, including any represented employees who skipped Step B. the top ten (10) applicants, or the total number of applicants, whichever is fewer. In open recruitments, the Hiring Manager will interview all bargaining unit applicants who meet the minimum qualifications. The HRDΘ shall ensure that applicants are notified in writing of the potential interview dates at least three (3) working days prior to the first interview date. Prior to the Hiring Interviews, The the Hiring Manager and the HRDΘ will develop the interview questions and written scoring criteria that will associate qualifications and/or responses with a score by designating the number of points each qualification or response contributes to the overall score. The weighting of such scores may take into account the Air District's operational needs and strategic goals of the unit or Division. The Hiring Manager and the other Panel Member(s) shall first ask the predetermined interview questions of every applicant and evaluate the applicants based on the predetermined selection criteria. Based on the answers to the prepared questions, the Hiring Manager and the Panel Member(s) may pursue further lines of inquiry, which will draw out further information about the applicant's qualifications or abilities that relate to the vacant position. The Hiring Manager and the Panel Member(s) shall document in writing the extent to which each

applicant possesses the desirable qualifications. The Hiring Manager and the Panel Member(s) shall score each applicant consistent with the scoring criteria. The Hiring Manager shall review the scoring of each applicant with the HRD. At the conclusion of all these interviews and prior to making their final decision, the Hiring Manager may reach out to members of the earlier Panel Interview to ask for their input on each of the candidates that moved forward from the Step B Panel Interview which the Hiring Manager shall reduce to writing, identifying the Panel Member and their specific input provided regarding each applicant. The Hiring Manager and the Step C Panel Member(s) shall forward ~~his/her~~ their scoring sheets, notes and recommendations of the selected applicant(s) to fill the vacancy(ies) to the HRD.

D. Step D: Hiring Recommendation

Upon completion of the Step C Hiring Interviews, the Hiring Manager shall make a preliminary hiring recommendation based on (1) Final Step C Hiring Interview scores and written evaluations from the Hiring Panel Members, (2) additional input provided by the Step B Panel Members, the results of which shall be documented in writing by the Hiring Manager, and (3) Reference checks (internal and external) and review of personnel file (internal) the results of which shall be documented in writing by the Hiring Manager.

The Hiring Manager shall prepare a written recommendation and submit all supporting documentation-including scoring sheets, interview notes and justification to the HRD for review and certification.

The HRD shall:

- Verify that the selection process adhered to the established procedures;
- Confirm that the scoring and documentation support the hiring recommendation; and
- Certify the recruitment process as compliant with the procedures above or identify deficiencies in complying with that procedure.

Only after the HRD certification will the hiring recommendation be submitted to the Executive Officer (EO) for final approval. If the HRD does not certify the process, it shall not move forward. The HRD shall take corrective action by re-administering the non-compliant stages of the recruitment process and any following stages.

If the EO does not approve the recommendation, the Hiring Manager may submit the next highest ranked candidate, or may re-open the recruitment with the approval of the DHR. If the next ranked highest candidate who made it to Step C is not submitted, the Hiring Manager shall document their reasoning in writing. Any determination not to approve the Hiring Manager's recommendation shall be in writing and shall provide a detailed explanation of the reasons for the determination.

Once the EO has approved the selection:

- The HRD shall notify the selected candidate;

- Unsuccessful candidates shall be notified in writing; and
 - Upon request, the Hiring Manager shall, in consultation with HRD, provide specific, constructive feedback which may be in writing to the unsuccessful internal candidates.
- i. ~~recommendation shall be forwarded to the HRO for certification as to process and procedure. Once the HRO certifies the process and procedure the hiring recommendation shall be forwarded through the chain of command to the EO for approval. If the hiring process and procedure is not certified by the HRO, the recommendation shall not be forwarded to the EO and the HRO shall take the appropriate steps to ensure the recruitment and selection process conforms to the procedures specified in this Article. Any determination not to approve the Hiring Manager's recommendation shall be in writing and shall provide a detailed explanation of the reasons for the determination, and must be approved by the EO. This document, and any correspondence concerning the document from the Hiring Manager or from any other manager in the chain of command applicable to the hiring decision, shall become part of the record of the hiring decision.~~
- j. ~~Additional Steps—Subsequent to Step C (Hiring Interviews), the District may utilize additional selection procedures consistent with the provisions of Division III, Section 13 of the District's Administrative Code Personnel Policies and Procedures. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first bargaining in accordance with MMBA requirements.~~
- k. ~~In the event the EO does not approve the Hiring Manager's recommendation, the Hiring Manager shall submit the name of the applicant who has the next highest final score through the appropriate levels of management for approval by the EO.~~
- l. ~~After the final selection(s) are made and approved by the EO, the HRO shall notify each unsuccessful applicant in writing. The Hiring Manager, upon request, shall provide the unsuccessful applicant with reasons for his or her rejection. These reasons shall be constructive and specific.~~
- m. ~~In the event there are tied scores at the twelfth and tenth positions (i.e. the lowest position of the applicant pool) as a result of the procedures identified in Steps A or B above, respectively, each applicant at the tied positions shall proceed to the next steps in the process.~~
- B.E. ~~For more than one (1) vacancy, one (1) additional applicant for each additional vacancy will be added to each of the selection processes above.~~

Use of Active Eligibility List for Vacancies in the Same Classification

~~If there is~~When a vacancy in the same classification as a previous recruitment occurs, applicants on an active Eligibility List will automatically go to appropriate step after Step A if they want to participate in a new recruitment or the Air District may utilize an active eligibility list in lieu of opening a new recruitment. An active eligibility list consists of applicants who have successfully completed Step A (Applicant Screening Panel) in a prior recruitment and were placed on the

Eligibility List. The Hiring Manager, in consultation with the HRD, may choose to resume the hiring process for the new vacancy starting at:

- Step B (Panel Interview) or
- Step C (Hiring Interview) if the applicants have already completed a panel interview in the previous recruitment with a score sufficient to move to Step C.

In such cases, the Hiring Manager may review previously interviewed candidates and, if appropriate, make a new hiring recommendation from that pool, subject to the same review, certification, and approval procedures outlined in the Hiring Interviews and Hiring Recommendations sections above.

Eligibility lists shall remain active for up to twelve (12) months from the date the establishment of the list. Candidates on an active list may be contacted for future openings in the same classification during this period.

Use of the eligibility list in lieu of a new recruitment is at the discretion of the Air District. No candidate on an eligibility list is guaranteed appointment to a new position.

~~2.~~ shall have the option of using an eligibility list of applicants from past recruitments who have completed Step A (Application Screening Panel) to continue in the above hiring procedures, beginning at Step B (Panel Interviews) or Step C (Hiring Interviews). If the applicant has completed Step C (Hiring Interviews), the Hiring Manager shall have the option of making a hiring recommendation. Applicants will remain on an eligibility list for 18 months from the start date of the applicant selected for the original recruitment.

~~C.F.~~ A bargaining unit employee or the Association has the right to file a grievance if the procedures of this Article are not followed when there are bargaining unit employees in the applicant pool. Matters that are not procedural, including the hiring decision, are not grievable.

~~3.~~ If there are six (6) or fewer bargaining unit applicants who meet the minimum qualifications in the applicant pool, the bargaining unit applicants will be interviewed by the Hiring Manager, and in continuing the recruitment, the District retains the right to utilize these procedures or any procedures consistent with the provisions of Division III, Section 13 of the District's Administrative Code Personnel Policies and Procedures. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first bargaining in accordance with MMBA requirements.

~~D.G.~~ The Hiring Record is the entire record of any hiring decision. The Hiring **Record** shall include, from each step as applicable, the **screening criteria, the applicants' responses to the screening methods, the** questions used to interview applicants, the scoring criteria, applicants' scores, the identities of the Hiring Manager and Panelists, the written documentation to the extent to which each applicant possesses the minimum and desirable qualifications, any written determination not to approve the Hiring Manager's recommendation, and any correspondence concerning the decision to hire or not hire a specific applicant from any interviewer, the Hiring Manager, or from any other manager

in the chain of command, and any other written record expressly required by this Article. The Hiring Record shall not include draft documents, email correspondence or notes generated during the development stage of the recruitment process or other preliminary documents. For the avoidance of doubt, any correspondence about the decision to hire or to not hire a specific candidate is considered part of the Hiring Record. The Hiring Record shall be made available to the EA upon request.

H. Allegations of discrimination under this Article cannot be grieved.

SECTION 16.02 CONTRACTING OUT

The Air District shall not contract out or remove from the bargaining unit any Air District work, whether permanent or temporary, which is performed by bargaining unit members, if the services are of a kind that persons selected through the Air District's normal selection process could perform adequately, competently and in timely manner, except as provided below.

Temporary Employees

When regular permanent employees are unable to perform bargaining unit work, the Air District may utilize temporary employees under the following circumstances:

~~D.A.~~ Concurrently with the Air District's recruitment for one (1) or more bargaining unit vacancies, commencing at the time of Air District authorization of the recruitment and ending within sixty (60) days of ~~upon~~ a permanent appointment.

~~E.B.~~ Limited term assignments that cannot be adequately performed by bargaining unit employees. "Adequately performed" shall refer to the current skill set of existing Air District staff, the time required to perform the work or project delivery deadlines. A "limited term assignment" refers to a specific project of limited duration or for a specific period of time, which is expected to terminate at the conclusion thereof.

~~F.C.~~ While an incumbent normally filling that position is on approved leave or is on a temporary assignment.

~~G.D.~~ In order to meet short term needs, including emergency situations. An "emergency situation" shall refer to an unforeseen or uncontrollable situation that arises and is beyond the control of Air District management.

~~For the period July 1, 2021 through June 30, 2023, the total number of hours of temporary employment allowable in each fiscal year under the above provisions shall not exceed 22,000. After June 30, 2023, and in the absence of a subsequently negotiated limit, the total number of hours allowable shall revert to 17,000 annually or 3.8% of the total number of filled EA positions, whichever is greater. The total number of filled positions shall be determined by calculating the average (mean) number of filled EA positions on the most recent November 1 and March 1. Filled EA positions shall include both full-time and part-time. Each part-time EA position shall be calculated as 0.75 of a full-time EA position. Should this hours' limitation provision continue, the date upon which filled EA represented positions shall be calculated will~~

continue to be the average (mean) number of filled EA positions on the most recent November 1 and March 1.

The Air District shall provide the EA with ~~prompt~~, written notice of ~~each new~~ temporary employees on a quarterly basis. The notice shall include the following information: temporary employee's name, specific reason for the hire, hiring date, job classification, and division, total hours worked, which subsection the employee is hired under, and if hired under Subsection B, the specific assignment and anticipated length of service. ~~If the temporary employee is hired under provision B, the notice will include both the specific assignment and anticipated length of service.~~

~~The District shall provide the EA with quarterly reports for each fiscal year that include the following information: temporary employee's name and total hours worked. The Air District shall provide notice when it reaches 15,000 hours of usage of temporary employees in any fiscal year. After July 1, 2025, the Air District shall provide notice when it reaches 13,000 hours of usage of temporary employees in any fiscal year.~~

Contractors

In addition to the use of temporary employees the Air District may utilize contractors or contract employees to perform new functions not previously undertaken or covered by existing employees if it is determined that the services cannot be adequately performed by bargaining unit employees.

The Air District shall provide a quarterly report to the EA of any contracts pursuant to this section. Such notice shall indicate the name of the contractor, the nature of services and the department in which they are employed.

Representation

Temporary employees, limited-term employees and contractors employed under this agreement shall not be represented by the EA.

SECTION 16.03 INTERN AND FELLOWS PROGRAM

The Air District operates an Intern and Fellows Program.

In connection with these actions, the Air District and the EA agree that individuals appointed to Intern classifications (as defined below) or ~~f~~Fellows shall be allowed to perform bargaining unit work based on the conditions set forth in this Agreement, except as provided in Section 16.03(C)(1) below.

The total number of hours combined in the College and High School Internship programs shall not exceed 12,000 on an annual basis (fiscal year).

PART A: COLLEGE INTERNS

1. The EA and the Air District shall mutually establish College Intern Program guidelines and College Intern classifications. The Air District shall have the right to determine where Interns are assigned. The Air District agrees Interns shall perform work consistent with the class specification only.
2. The Air District has the right to determine the number of College Interns to use in this Program. ~~The cumulative hours for all College Interns shall not exceed 4,000 hours in each calendar year.~~
3. The Air District has the right to determine each College Intern's work schedule. The Air District shall be allowed to assign intermittent, part-time or full-time work schedules to College Interns. College Interns shall not be assigned work in excess of 40 hours in a workweek. College Interns are subject to the Fair Labor Standards Act (FLSA).
4. The Air District shall report to the EA in writing the names, classifications, cumulative hours of work on a quarterly basis.
5. College Interns shall not be eligible to become members of the EA and are not covered by the MOU.
6. The hourly pay rate for College Interns shall be equivalent to that of Step A of the lowest-paid, filled bargaining unit Office Assistant I classification. ~~Office Assistant I~~

PART B: HIGH SCHOOL INTERNS

1. The EA and the Air District have established the High School Intern Program guidelines and the High School Intern classification. The Air District shall have the right to determine where High School Interns are assigned. The Air District agrees High School Interns shall perform work consistent with the class specification only.

2.

The Air District has the right to determine the number of High School Interns to use in this Program. ~~The cumulative hours for all High School Interns shall not exceed 2,000 hours in each calendar year.~~

3. The Air District has the right to determine each High School Intern's work schedule. The Air District shall be allowed to assign intermittent, part-time or full-time work schedules to High School Interns. High School Interns shall not be assigned work in excess of 40 hours in a workweek. High School Interns are subject to FLSA. High School Interns shall not be eligible to perform work done by regular employees as an overtime assignment that includes but not limited to, home and garden shows, county fairs, lawn mower exchange programs, wood stove exchange programs, ethnic celebrations and earth day fairs unless first offered to Air District employees and none are able or willing to do the assignment.
4. The Air District shall report to the EA in writing the names, classifications, cumulative hours of work on a quarterly basis.

5. High School Interns shall not be eligible to become members of the EA and are not covered by the MOU.
6. The hourly rate for High School Interns shall be the City and County of San Francisco minimum wage.

PART C: FELLOWS

The Air District may sponsor Fellows through a bona fide educational institution, ~~or public agency, or non-profit organization, or hire Fellows through the Air District Environmental Justice Fellowship (EJF) program~~ to perform work consistent with the program ~~or are that they to which they are assigned to.~~

~~2.1.~~ The Air District shall have the right to determine where the Fellows are assigned.

~~3.2.~~ The Air District has the right to determine the number of non-EJ Fellows ~~in this program.~~
~~However, T~~ the total hours for ~~this program~~ non-EJ Fellows in any year shall not exceed ~~62402,000~~ hours:

~~4.3.~~ The EJF program ~~shall be~~ comprised of two (2) two- (2) year cohorts only. The first cohort of the program (FY 26/27) shall be up to ten (10) Fellows, and the second cohort (FY 27/28) shall be up to fifteen (15) Fellows. The EJ Fellows shall be: (1) early-career individuals with no more than two (2) years of full-time equivalent, relevant work experience or (2) individuals who received their undergraduate degree no more than two (2) years prior to the start of their Fellowship. EJ Fellows shall remain in the program for no more than two (2) years.

~~5.4.~~ The Air District has the right to determine each Fellow's work schedule. The Air District shall be allowed to assign intermittent, part-time, or full-time work schedules to Fellows. Fellows shall not be assigned in excess of forty (40) hours in a workweek.

~~6.5.~~ The Air District shall report to the EA in writing the names and cumulative hours of work on a quarterly basis.

~~7.6.~~ Fellows shall not be eligible to become members of the EA and are not covered by the MOU.

~~8.7.~~ The pay rate for non-EJ Fellows shall be determined by the sponsoring educational institution, ~~or public agency, or nonprofit organization.~~ The pay rate for EJ Fellows who have an undergraduate degree shall be the pay rate of the lowest-compensated bargaining unit classification in the Division to which they are assigned that requires an undergraduate degree or an equivalent combination of education and experience. The pay rate for EJ Fellows who do not yet have an undergraduate degree shall be the pay-rate of the lowest compensated bargaining unit classification in the Division to which they are assigned.

PART D: VIOLATIONS OF THIS AGREEMENT

~~1.~~ If the EA believes this ~~Side Letter Article~~ is being violated ~~(for matters that are grievable),~~ the President or designee shall request a meeting with the ~~DH~~ Human Resource Officer or

designee to review concerns. The meeting shall be held within five (5) calendar working days of the request. In the event matters are not resolved to the EA's satisfaction, at the sole discretion of the EA, the EA may move any alleged violation of this Agreement to binding arbitration, beginning at Section 4.09 of the MOU. ~~If an arbitrator determines that the District violated any provision in Part A and/or Part B of this Agreement, then Part A and/or Part B inclusive shall automatically be rendered null and void and terminated. For example, if an arbitrator determined that the District only violated a provision in Part A of this Agreement, the District would terminate the College Intern Program. The High School Intern Program would not be affected. If an Intern Program is terminated, all Interns in that program shall be terminated within 7 calendar days from the date of receipt of the arbitrator's decision. If an arbitrator determines that the District violated any provision in Part E of this Agreement, then Part A and Part B shall automatically be rendered null and void and terminated.~~

- ~~2. Upon termination of Part A and/or Part B, as a result of the arbitrator's decision, the District shall have the right to discontinue the work performed by an Intern or offer current bargaining unit employees overtime to complete the work that was previously performed by the Interns.~~

PART E LAYOFFS AND BUMPING

Except as provided under Section 16.02 of the MOU, if for any reason layoffs and/or bumping is implemented, then all non-regular employees (e.g. temporary part-time or full-time worker, College Intern or High School Intern) performing bargaining unit work shall be terminated prior to layoffs and/or bumping of any regular bargaining unit employee. A regular employee is an employee who is hired on a permanent basis.

PART F MISCELLANEOUS

1. The Air District shall pay to the EA an equivalent amount of dues that the College Interns and EJ Fellows would have paid had they been EA members, as applicable under Section 2.06 of the MOU.

SECTION 16.04 GENERAL LIMITED-TERM CONTRACT EMPLOYEES

1. A category of limited term appointments shall be established to perform work necessitated by grant programs or to backfill vacancies created when Air District employees accept such limited term appointments except for five (5) fixed-term (three [3]-year) "Limited Term Contract Employee" (LTCE) positions total that may be used as approved by the Board on June 5, 2024 and June 4, 2025. These five (5) fixed-term LTCE positions are still subject to the funding requirements below.
 - A. From a funding perspective, "Limited Term Contract Employee" (LTCE) is defined as contract employment that is paid for through grant funding or other designated funds not part of the Air District's ongoing general fund budget. LTCE appointments shall not exceed the duration of the designated funding source. The LTCE's offer letter or the A written contract, if any, shall be signed by the Air District and LTCEs specifying the duration of the contract employment and the funding source(s). The duration of the

contract employment may be extended when the funding source(s) is extended. The Air District will provide the Association with a copy of each contract/offer letter including the associated class specification.

- B. When the designated funding source terminates, either for an individual position or the program, LTCE positions will be terminated accordingly.
 - C. For the period during which this MOU is in effect ending July 1, 202~~8~~25, the total number of LTCEs shall not exceed ~~24~~ 19. ~~After July 1, 2025, and in the absence of a subsequently negotiated limit, the total number of allowable LTCEs shall be no more than 19 or 60% of the total number of filled bargaining unit positions, on July 1, 2025, totaled across both the Technology Implementation Office (TIO) and Strategic Incentives Division (SID) Divisions, whichever is greater.~~
 - D. LTCE positions shall not be compensated greater than the established salary ranges associated with corresponding bargaining unit class specifications and shall not receive a level of benefit greater than the negotiated benefits conferred upon bargaining unit employees in this MOU.
 - E. LTCE positions are neither represented by the Association nor subject to or governed by this MOU except as provided in this Article.
 - F. LTCEs shall not supervise bargaining unit employees but may serve as project leads and direct the work of bargaining unit employees for those specific projects.
 - G. This agreement is not intended to prohibit the Air District from hiring full-time regular employees for any purpose, nor is it intended to allow the Air District to assign LTCEs duties that are unrelated to the identified limited term funding sources pre-designated in their employment contracts.
2. For LTCE appointments only, a separate promotional recruitment process may run concurrently with an ~~o~~Open recruitment process.

~~H.A.~~ The Association waives Article 16.01 Sections 8 A, B and C of the MOU for these LTCE appointments only.

~~I.B.~~ Qualified regular full-time employees shall be considered prior to consideration of candidates from an open recruitment.

Section 16.05 PERMITTING BACKLOG REDUCTION LTCEs

Purpose and Scope

The Air District will create and utilize a team of employees to address and reduce the Air District's permitting backlog (Backlog Team) during the three- (3) year period following ratification and approval of this MOU. The Air District may hire up to fifteen (15) LTCEs in any non-supervisory classification and one (1) supervisory position (subject to the restrictions below) during that period to facilitate the program. These LTCEs will be used to perform project-

specific work necessary to accomplish the Permitting Backlog Reduction Plan or to back-fill temporarily the positions of permanent Air District employees who accept a position on the Backlog Team as described below.

Backlog Team Supervision

The Backlog Team may include one (1) supervisory position which must be filled with a permanent Air District employee if there is an interested and qualified Air District employee unless all interested and qualified Air District employees do not take the position. The Backlog Team supervisory position may be filled with an LTCE if there is no interested or qualified Air District employee who takes the position.

If the Backlog Team supervisory position is filled with a permanent Air District employee in a supervisory position, that employee's position must be backfilled with another permanent Air District employee in an acting assignment (which may last the length of the permanent employee's Backlog Team appointment) if there is an interested and qualified Air District employee unless all interested and qualified Air District employees do not take the acting assignment. It may be backfilled with an LTCE if there is no Air District employee who is interested and qualified for the acting assignment who takes the acting assignment.

New LTCE positions, while not serving in a supervisory position (except in the event the supervisory position is filled from the outside subject to this subsection), may serve as project lead and direct the work of bargaining unit employees for those projects consistent with 16.04(1)(F) and their classification specification.

Rights for Permanent Employees

Permanent Air District employees accepting Backlog Team appointments under this Section shall remain as bargaining unit employees under this MOU with all related rights and benefits and the right to return to their permanent position upon completion of the Backlog Team assignment. The fifteen (15) LTCEs available to the Air District under this section may be utilized to backfill nonsupervisory positions (except as specified above) vacated by permanent Air District employees accepting Backlog Team appointments under this section.

Acting Assignments

Permanent Air District employees selected to serve on the Backlog Team during the three- (3) year period following ratification and approval of this MOU, may have their positions backfilled through an acting assignment in accordance with Section 7.13 of this MOU.

Non-Competitive Appointment Eligibility

LTCEs who are not permanent Air District employees may be considered for non-competitive appointments to a permanent vacant AQE I/II position during the term of their LTCE appointment, provided that:

1. The employee meets the MQs for the position and has served at least one (1) year in the same classification while an LTCE; and

2. The employee has no active Performance Improvement Plan or pending /current disciplinary action.

LTCEs non-competitively appointed to a permanent AQE I/II position after meeting the criteria above, do not have to serve a probationary period.

Dues Payment to the Association

For each LTCE hired under this Section, the Air District will pay the Employees' Association an amount equivalent to the dues that would have been paid if the LTCE were a member of the bargaining unit. Dues payments to the Association shall be calculated on a **pay period** basis, prorated for any partial **pay period** of LTCE service.

Consideration of Current Employees

Qualified regular full-time employees shall be considered prior to external candidates for Backlog Team appointments under this Section.

Sunset Date

The authority to appoint up to fifteen (15) LTCEs under this Section shall expire **at the conclusion of the three- (3) year period following ratification and approval of this MOU**, and all such appointments shall end no later than that date, unless extended by mutual agreement between the Air District and the Association.

16.06 Employee Appreciation, Recognition and Retention Program

The Air District will convene a Joint Committee, composed of an equal number of EA-represented and non-represented employees, to provide input and recommendations for program development. The committee shall meet during working hours, initially within **one-hundred eighty (180)** days of MOU ratification and approval and monthly thereafter, or as needed.

The purpose of the Committee shall be to support the development of an Employee Appreciation, Recognition, and Retention Program that aligns with the Air District's 2024-2029 Strategic Plan, particularly the "Recognize Employees" goal, which calls for implementing a meaningful employee achievement appreciation and recognition program. Specifically, the Committee shall:

- Identify opportunities to promote a culture of recognition that celebrates employee contributions, commitment, and accomplishments across all levels of the organization.
- Develop recommendations that foster employee engagement and morale through consistent, equitable, and inclusive recognition practices.
- Explore methods for recognizing excellence in performance, innovation, teamwork, and leadership, including both monetary and non-monetary incentives.
- Provide input on tools, criteria, and communication strategies that enhance the visibility and impact of recognition efforts.

The Air District will provide the EA with the final draft of policies, staffing plans, and implementation frameworks for review and comment ninety (90) days prior to adoption. The EA will provide comments within thirty (30) days of **receiving** the final drafts. Final determination

regarding the policy development, design, implementation, and continuation of any program - including the authority to approve, modify, or reject recommendations - shall rest solely with the Executive Officer or their designee, at their discretion. Only the timelines and composition of the Joint Committee are grievable or arbitrable.

ARTICLE XVII MEMORANDUM OF UNDERSTANDING

SECTION 17.01 ENTIRE AGREEMENT

It is the intent of the parties hereto that the provisions of this ~~MOU~~Memorandum of Understanding supersede all previous agreements between the parties, including Memoranda of Agreement (MOAs) and Side Letters.

This ~~MOU~~ Memorandum of Understanding supersedes any and all other statements of policy or procedure established by this Air District ~~through its Board of Directors~~ insofar as such provisions relate directly to the matters specifically addressed in this MOU dealt with herein. Matters not the subject to bilateral agreement through this ~~MOU~~ Memorandum of Understanding remain in full force and effect. ~~Unless specifically amended by the terms of this Understanding, all other terms and conditions of employment remain as previously established.~~

SECTION 17.02 ~~CONSISTENCY WITH REOPENERS REGARDING 2023 ADMINISTRATIVE CODE REFERENCES AND CONTINUED POST-IMPLEMENTATION DISCUSSIONS REGARDING THE NEW ADMINISTRATIVE CODE AND PERSONNEL POLICIES & OTHER MUTUAL OBLIGATIONS~~

~~To the extent that any provisions of said Policies and Procedures, which pertain to any subject within the scope of representation, are inconsistent with the terms of this Memorandum of Understanding, the terms of this Memorandum of Understanding shall prevail.~~

The Air District has revised and significantly reduced its Administrative Code and is currently in the process of creating and implementing Personnel Policies which govern unrepresented employees and Association-represented employees subject to the following. Subject to the MMBA, the parties will continue to meet and confer over (1) how the 2023 Administrative Code will be addressed between the parties and (2) the implementation of the Personnel Policies and the application of the portions of the new Administrative Code that affect the wages, hours, and terms and conditions of employment of the represented employees.

After ratification and approval of this MOU, the parties will also reopen and continue to meet and confer over the provisions of the MOU that refer to the 2023 Administrative Code only. Subject to mutual agreement, the references to the 2023 Administrative Code will be deleted and replaced with, one of the following (1) updated references to the new Administrative Code or the corresponding Personnel Policy, or (2) new language regarding the 2023 Administrative Code subject matter which will be executed

in a side letter. At the conclusion of the reopener, there will no longer be any references to the 2023 Administrative Code in the MOU. Any portion of the new Administrative Code or Personnel Policy referred to in the MOU may not be changed as to its application to Association-represented employees except by mutual agreement of the parties.

The reopener will not include providing a greater or reduced economic benefit, wage, or compensation. No other changes shall be made to any other provision of the MOU as a result of the reopeners.

Except as provided in this section, ~~During the term of this MOU~~ ~~Memorandum of Understanding~~, no new provision or amendment to ~~any said Personnel Policy or the Administrative Code~~ ~~ies and Procedures applicable to the EA~~ not in accord with this ~~MOU~~ ~~Memorandum~~ or which directly affect wages, hours, terms or conditions of employment of employees covered by this Memorandum of Understanding shall be adopted and/or implemented by the Air District without mutual agreement of the parties except upon written agreement with the Association following meet and confer with bargaining representatives.

Except as provided in this section, during the term of this MOU, no change which directly affects wages, hours, terms or conditions of employment of employees covered by this MOU shall be adopted and/or implemented by the Air District without mutual agreement of the parties following meet and confer with bargaining representatives. Mutual agreement under this paragraph shall not be unreasonably withheld by the EA. Pursuant to this paragraph, both parties agree to meet regularly and in good faith to expedite reaching mutual agreement.

SECTION 17.03 SEVERABILITY

It is understood that this ~~MOU~~ ~~Memorandum of Understanding~~ is not intended to conflict with any State or Federal law; however, should any provision be deemed ineffective or null and void by reason of law, the remaining provisions shall remain in full force and effect.

SECTION 17.04 INTERIM BARGAINING

Nothing contained in this ~~MOU~~ ~~Memorandum of Understanding~~, included but not limited to any reopener provision, shall allow any modifications to this Agreement without written consent of the parties hereto.

ARTICLE XVIII INTERIM ADJUSTMENTS

During the term of this MOU any and all increases in salary or benefits granted to all confidential employees not expressly provided herein to the Association ~~EA~~ members shall be immediately incorporated into this MOU.

ARTICLE XIX

SAVINGS PROVISION

Should any provision of this Agreement be found to be in contravention of any Federal or State law, or by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise canceled or amended by mutual agreement of the parties. In the event that any provision shall be held unlawful and unenforceable by any court of competent jurisdiction, the parties agree to meet forthwith for the purpose of renegotiating such provision in an attempt to reach a valid agreement.

ARTICLE XX

TERM OF AGREEMENT

The Air District and the Association agree that the term of this Agreement shall commence July 1, 202~~5~~³ and expire at midnight on June 30, 202~~8~~⁵. At least one hundred and fifty ~~ninety~~ (1~~5~~⁹0) days prior to the expiration of this MOU the parties shall commence negotiation for a successor MOU.

ARTICLE XXI SUBMISSION TO BOARD OF DIRECTORS

The provisions of the Memorandum of Understanding are hereby being submitted to the Board of Directors of the Bay Area Air Quality Management District for its approval.

For the Air District:

date

date

For the Association :

date

date

date

date

date

date

date

date

APPENDIX A: CLASSIFICATIONS

Accountant I/II
Accounting Technician
Accounting Supervisor
Accounting Assistant I/II
Administrative Analyst
Administrative Assistant I/II
Administrative Secretary
Advanced Projects Advisor
Air Quality Case Settlement Specialist I/II
Air Quality Chemist I/II
Air Quality Engineer I/II
Air Quality Inspector I/II
Air Quality Instrument Specialist I/II
Air Quality Instrument Technician
Air Quality Laboratory Technician I/II
Air Quality Laboratory Assistant
Air Quality Meteorologist I/II
Air Quality Permit Technician I/II
Air Quality Specialist I/II
Air Quality Technician
Air Quality Technical Assistant
Air Quality Technician I/II
Assistant Air Quality Specialist I/II
Assistant Staff Specialist I/II
Atmospheric Modeler
Analyst I/II
Assistant Atmospheric and Air Quality Modeler
Atmospheric and Air Quality Modeler I/II
Building Maintenance Mechanic
Data Entry Operator
Database Specialist
Deputy Clerk of the Boards
Environmental Planner I/II
Facilities Maintenance Worker
Facilities Services Supervisor
Fiscal Services Supervisor
Legislative Analyst
Librarian
Mechanic I/II
Office Assistant I/II
Office Services Supervisor
Organization Development & Training Specialist
Permit Coordinator
Grants and Community Program Technician

Grants and Community Program Specialist I/II
Principal Accountant
~~Principal Air & Meteorological Monitoring Specialist~~
Principal Air Quality Chemist
Principal Air Quality Engineer
Principal Air Quality Instrument Specialist
Principal Air Quality Meteorologist
Principal Air Quality Specialist
Principal Analyst
Principal Environmental Planner
Principal Grants and Community Program Specialist
Principal Systems Analyst
~~Principal Staff Specialist~~
~~Programmer Analyst I/II~~
Public Information Officer I/II
Public Information Technician
~~Purchasing Agent~~
~~Radio Telephone Operator~~
~~Radio Telephone Operator Supervisor~~
~~Receptionist~~
~~Research Analyst~~
~~Secretary~~
Senior Accountant
~~Senior Accounting Assistant~~
Senior Advanced Projects Advisor
Senior Air Quality Chemist
Senior Air Quality Engineer
Senior Air Quality Inspector
Senior Air Quality Instrument Specialist
Senior Air Quality Meteorologist
~~Senior Air Quality Permit Technician~~
Senior Air Quality Specialist
Senior Air Quality Technician
~~Senior Atmospheric Modeler~~
Senior Analyst
Senior Atmospheric and Air Quality Modeler
Senior Environmental Planner
Senior Grants and Community Program Specialist
Senior Public Information Officer
Senior Systems Analyst
~~Senior Staff Specialist I/II~~
~~Staff Specialist I/II~~
~~Statistician~~
Supervising Air Quality Engineer
Supervising Air Quality Inspector
Supervising Air Quality Instrument Specialist

Supervising Air Quality Meteorologist
Supervising Air Quality Specialist
Supervising Analyst
Supervising Environmental Planner
Supervising Grants and Community Program Specialist
Supervising Public Information Officer
~~Supervising Staff Specialist~~
Supervising Systems Analyst
~~Systems Analyst~~
Systems Analyst I/II
Systems Technician
~~Systems Quality Assurance Specialist~~
Technician
Toxicologist
~~Web Master~~

Bay Area Air District
Management and Confidential Employee
Benefits Program

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1. Term of Program

This Bay Area Air District (“Air District”) Management and Confidential Employee Benefits Program is effective as of September 2, 2026, until June 30, 2027, or until such time that a successor program is approved.

2. Participants

Participants in the Management and Confidential Benefits Program include the Air District Executive Officer/APCO (EO/APCO), Air District General Counsel, Principal Deputy Executive Officers (PDEO), Deputy Executive Officers (DEO), Assistant Deputy Executive Officers (ADEO), Directors, Officers, Senior Managers, Manager II’s, Manager I’s, Senior Assistant Counsels, Staff Attorney/Staff Attorney Trainee, Confidential employees, Limited-Term Contract Employees (LTCE) and all other management employees who are not currently covered by a Memorandum of Understanding (MOU).

The Air District EO/APCO and General Counsel are appointed directly by the Board of Directors and may have additional benefits available as outlined in their respective contracts as approved by the Board of Directors.

To the extent required by the Meyers Milias Brown Act and governing law, Employees in the classification of Assistant Counsel who are now organized under the Attorney Management Unit (AMU) will receive the same compensation as the participants in the Management and Confidential Benefits Program until ratification and Board approval of an inaugural MOU for the AMU.

3. Transit Allowance

EO/APCO, PDEO, DEO, ADEO, Director and Officer level employees only, excluding General Counsel, receive a five hundred dollar (\$500) per month Transit Allowance in lieu of an Air District assigned vehicle and transit/carpool subsidy.

4. Transit/Carpool Subsidy

Employees who do not receive the Transit Allowance are eligible for a transit or carpool subsidy of up to three hundred-forty dollars (\$340) per month (indexed to the IRS rate). Parking associated with a mass transit agency is an eligible reimbursement. In lieu of other transit subsidies, Air District employees who live more than one (1) mile from their work location and walk or bicycle to work are eligible for up to three dollars (\$3.00) per day (one dollar and fifty cents [\$1.50] per one [1]-way trip). This is an Air District paid program.

5. Hours of Work and Overtime

All employees are expected to report all work time.

Executive and management participants in the Management and Confidential Benefits Program are exempt employees under the Fair Labor Standards Act (FLSA). Executive

and Management employees are expected to fulfill the duties of their positions regardless of the number of hours worked. While a standard workweek is typically forty (40) hours, exempt employees may be required to work beyond these hours based on business needs without eligibility to accrue compensatory time or to be paid overtime compensation.

Confidential employees are considered non-exempt employees for purposes of overtime or compensatory time and shall be paid one and half times (1.5x) their regular rate of pay for any hours worked over forty (40) hours in a workweek.

Non-exempt employees eligible for compensatory time (CTO) who have a balance in excess of one hundred-sixty (160) hours at the end of the calendar year will have the excess hours paid out to them. Non-exempt employees eligible for compensatory time have the option at the end of the calendar year to either cash out their entire balance or use their balance to contribute to their 457 deferred compensation plan.

6. Retirement

Employees are covered under the provisions of the California Public Employees Retirement System (CalPERS). The retirement formula for employees hired before January 1, 2013, is two percent (2%) at fifty-five (55), single highest year of compensation with an employee contribution of seven percent (7%) of salary. Employees hired on or after January 1, 2013, will be subject to the Public Employees' Pension Reform Act of 2013 (PEPRA). The retirement formula for PEPRA Members is two percent (2%) at sixty-two (62) and the employee contribution is seven point twenty-five percent (7.25%) from July 1, 2026 to June 30, 2027. The employee contribution rate for PEPRA member is based on fifty percent (50%) of the total normal cost as determined by CalPERS.

CalPERS employee payroll contributions are deducted bi-weekly.

7. Health, Dental and Vision Insurance Premiums

1. The Air District will provide a cafeteria plan for Fringe Benefits with a Fringe Benefit Allowance (FBA) for payment of premiums for health, dental, vision (including the vision buy up plan), and additional life insurance coverage.
 - a. For employees hired before July 1, 2017, the FBA will be equal to the appropriate tier provided in Subsection 2 below or \$1,763.70 for confidential employees and \$1813.70 for management employees, whichever amount is greater.
 - b. For employees hired on or after July 1, 2017, the FBA will be equal to the appropriate tier provided in Subsection 2 below.
2. Tiered Benefit Plan - The Air District will offer the following tiered benefit plan for FBA. Determination of tiers A, B, or C is based on enrollment for health care plan only.
 - a. Employee (EE) only – One hundred percent (100%) of Kaiser Health Maintenance Organization (HMO) premium for single plus one hundred percent (100%) of dental and vision premiums for Employee Only Plan.
 - b. Employee plus One (EE +1) – Ninety-five (95%) of Kaiser HMO premium for

employee plus one (1) plus ninety-five (95%) of dental and vision premiums for Employee + One (1) Dependent Plan.

- c. Employee + Family (EE + Family) – Ninety percent (90%) of Kaiser HMO premium plus an additional one hundred dollars (\$100) per month added to the Fringe Benefit Allowance for employee plus two (2) or more plus ninety percent (90%) of dental and vision premiums for Employee + Two (2) or More Dependents Plan.

3. For those employees who do not enroll in a CalPERS health care plan, the allowance will be based on the percentage for the selected dental and vision plan(s) as described above.

8. Health, Dental, Vision Care, And Life Insurance Coverage After Retirement

The Air District shall comply with the provisions of the California Public Employees' Medical and Hospital Care Act. Vision care, dental insurance and life insurance coverage after retirement will be governed by the vision, dental and life insurance plans in effect for employees covered by this agreement, and in compliance with the provisions of the Medicare program.

1. Employees Hired before July 1, 2010

Health insurance, dental insurance, vision care and life insurance shall continue for employees hired before July 1, 2010, at the maximum fringe benefit allowance received at the time of retirement. This Section also applies to employees hired before July 1, 2010, who separate from the Air District and are re-hired by the Air District at a later date and subsequently retire from the Air District.

2. Employees Hired on and after July 1, 2010

- a. Health insurance, dental insurance, vision care and life insurance shall continue for retired employees at the maximum fringe benefit allowance received upon retirement times a percentage of Air District contribution, and in compliance with the provisions of the Medicare program.

The percentage of Air District contribution payable for postretirement health insurance, dental insurance, vision care and life insurance shall, except as provided in subsection b below, be based on the employee's completed years of credited CalPERS service at retirement as shown in the following table:

Credited Years of Service	Percentage of Air District Contribution
10	50
11	60
12	70

13	80
14	90
15	100

This subsection shall apply only to employees who receive a service or disability retirement and are first employed by the Air District after July 1, 2010.

- b. The credited service of an employee for the purpose of determining the percentage of Air District contributions applicable under subsection I.2.a shall not include purchased Additional Retirement Service Credit (airtime).
- c. The credited service of an employee for the purpose of determining the percentage of Air District contributions applicable under subsection I.2.a shall include purchased Military, Peace Corps and AmeriCorps service.
- d. Notwithstanding subsection I.2.a, for employees hired by the Air District on and after July 1, 2010, and who retire due to a disability with less than ten (10) years of credited service, the contribution payable by the Air District shall be fifty percent (50%) of the maximum fringe benefit allowance received at the time of retirement.

3. Increases

Retired annuitants' fringe benefit allowances may be equal to and increased concurrently with increases to represented employees' fringe benefits, as determined by the Air District's Board of Directors.

- 4. For employees first employed before July 1, 2017, and with no break in service to the date of retirement, except as provided in subsection I.2 above, if they are otherwise eligible for an annuitant fringe benefit (see subsections I.1, I.2 and I.3 above), their retired annuitant fringe benefit allowance shall not be less than \$1,763.70 per month for confidential employees and \$1,813.70 for management employees or proration as described in I.2 above.
- 5. The Air District provides Medicare Part B reimbursement for employees that retire after July 1, 2000, up to a maximum total cost of \$10,000 per year for all covered retirees. However, employees that retire after July 1, 2011, shall only be entitled to be reimbursed for the standard Medicare Part B premium. Once the \$10,000 has been distributed by the Air District, an additional \$5,000 per calendar year shall be made available to reimburse the standard Medicare Part B premium for employees that retire after July 1, 2011.

9. Deferred Compensation

The Air District provides a 457 deferred compensation plan. Participation is optional. This plan is designed to allow employees to invest a portion of their salary that is tax deferred until such time as the employee withdraws the funds, subject to IRS regulations. The maximum employee contribution is based on IRS regulations and may be subject to change. An additional amount for catch-up for employees who are fifty (50) years old or older is

available and is subject to IRS regulations. Employees can make pre-tax and/or Roth after-tax contributions.

Deferred compensation payroll deductions are taken twice per month, for a total of twenty-four (24) deductions per calendar year, regardless of the bi-weekly payroll schedule.

10. Employee Assistance Program

The Air District provides an employee assistance program for the employee and the members of their household. This is an Air District paid program.

11. Life Insurance

Basic Life (Air District paid) - Up to age fifty-five (55), the coverage is equal to five (5) times the employee's annual salary up to a maximum of \$500,000. Coverage decreases with age. From age fifty-five (55) through the age of fifty-nine (59), coverage is equal to four (4) times salary up to a maximum of \$500,000. From age sixty (60) through the age of sixty-four (64), coverage is equal to three (3) times salary up to a maximum of \$500,000. From age sixty-five (65) through sixty-nine (69), coverage is two (2) times salary up to a maximum of \$500,000. From age seventy (70) and over, coverage is one and thirty-five hundredths (1.35) times salary up to a maximum of \$500,000. This is an Air District paid program.

Additional Life - The coverage is equal to two (2) times the employee's annual salary up to a maximum of \$100,000. Employees may use FBA for premium payment.

Dependent Life - The coverage is equal to \$5,000 for each eligible dependent covered. Employees may NOT use FBA for premium payment.

Life insurance payroll deductions are taken twice per month, for a total of twenty-four (24) deductions per calendar year, regardless of the bi-weekly payroll schedule.

12. Long Term Disability (LTD)

The Air District provides LTD coverage which equals sixty-six (66)-two-thirds percent (2/3%) of salary for any on or off the job disability, up to a maximum of \$6,500 per month. This is an Air District paid program.

13. State Disability Insurance (SDI)

The Air District adheres to SDI coverage including sick leave integration for non-industrial illness or injury. Employees contribute one point three percent (1.3%) of salary. The employee contribution is subject to changes by the State of California. Participation is mandatory.

State Disability Insurance payroll deductions are taken biweekly.

14. Tuition Reimbursement and Professional Development Program

Each year the Air District shall apportion a total amount of up to \$50,000 to allow for reimbursements of up to \$2,750.00 per permanent, non-probationary employee for job-

related educational courses. The Air District shall also apportion a total amount of up to \$40,000 to allow for reimbursements of up to \$1750 per permanent, non-probationary employees for skills enhancement pursuits.

The Air District offers student loan repayment assistance in an amount up to \$50,000 to allow for reimbursements of up \$2,500.00 per year, per permanent, non-probationary employee.

Each of these programs are administered on a first-come, first-served basis.

15. Money Purchase Pension Plan

Retroactively effective July 1, 2025, the Air District shall contribute the monthly equivalent of three hundred-twenty-five dollars (\$325.00) per month for each eligible employee. Adjustments in subsequent years to match increase in CPI-W.

16. Flexible Spending Account (Medical and Dependent Care)

The Air District provides a medical and dependent care reimbursement program, also known as a Flexible Spending Account (FSA) program, allowing the employee to set aside pre-tax salary dollars to pay for eligible expenses for medical and dependent care. The plan year maximum will be based on IRS regulations. Participation is optional. FSA payroll deductions are taken twice per month, for a total of twenty-four (24) deductions per calendar year, regardless of the bi-weekly payroll schedule.

17. Paid Holidays

Management and Confidential employees receive the following fourteen (14) paid holidays:

New Year's Day	1 st (First) day of January
Martin Luther King's Birthday	3 rd (Third) day of January
Lincoln's Birthday	12 th (Twelfth) day of February
Washington's Birthday	3 rd (Third) Monday of February
Farmworkers' Day	31 st (Thirty-first) day of March
Memorial Day	Last Monday of May
Juneteenth	19 th (Nineteenth) day of June
Independence Day	4 th (Fourth) of July
Labor Day	1 st (First) Monday of September
Indigenous Peoples' Day	2 nd (Second) Monday of October
Veterans Day	11 th (Eleventh) day of November

Thanksgiving Day	4 th (Fourth) Thursday of November
Day After Thanksgiving	4 th (Fourth) Friday of November
Christmas Day	25 th (Twenty-fifth) of December

Management employees receive seventy-two (72) hours of floating holiday each year on July 1. Confidential employees receive forty (40) hours of floating holiday. The Air District shall grant each Management employee (including Management employees in LTCE positions) seventy-two (72) hours of floating holiday and each Confidential employee (including Confidential employees in LTCE positions) forty (40) hours of floating holiday. Except, any Management or Confidential employee who is hired after July 1st 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 1st, and the 15th 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 16th, and the last day of the month shall not receive any prorated portion for that month. For example, a Management employee with a start date of January 1 would receive thirty-six (36) hours of floating holiday but a Management employee with a start date of January 16 would receive thirty (30) hours of floating holiday. Part-time Management or part-time Confidential employees shall receive a pro-rated amount of floating holiday as determined by the percentage of a full schedule.

Management and Confidential employees who were employed on or before July 1st of the fiscal year shall be credited with the total floating holiday hours on July 1st of the current fiscal year. Management and Confidential employees who were employed after July 1st of the current fiscal year shall receive the total prorated portion of floating holiday hours on their date of hire for that fiscal year.

Floating holidays must be used within the fiscal year they are credited. Floating holidays may not be carried forward into the following fiscal year. Unused floating holiday hours are not eligible for cash-out except upon termination for the Air District.

For Fiscal Year 2027 only, confidential employees, excluding both LTCE's and management employees, will receive a one-time allocation of ten (10) additional hours of floating holiday hours. This one-time allocation of ten (10) floating holiday hours may be used or cashed out by confidential employees before June 30th, 2027. This one-time allocation does not apply to LTCE's and management employees. All other provisions Section 17 – Paid Holidays remain in effect.

18. Annual Leave

Management and Confidential employees shall earn annual leave at the following accrual rates:

Years of Service	Accrual Rate per Pay Period
Less than 3 years	3.69
3 to 5 years	4.64
5 to 10 years	5.52
10 to 20 years	6.48
20 to 25 years	7.69
More than 25 years	9.23

Annual leave will accrue beginning on an employee's first day of employment but cannot be taken until the successful completion of six (6) months of service.

The maximum allowable accumulation of annual leave is four hundred-sixty (460) hours. Once an employee reaches the annual leave accumulation maximum, leave accruals will cease until the balance is reduced and remains below four hundred-sixty (460) hours.

Once per calendar year, employees may cash out unused annual leave in excess of one hundred-sixty (160) hours up to a maximum of forty (40) hours per calendar year.

19. Management Leave

Management employees receive eighty (80) hours of management leave (in lieu of overtime) at the beginning of each fiscal year. For Fiscal Year 2027 only, management employees, excluding LTCE's, will receive a one-time allocation of ten (10) additional hours of management leave. Any unused portion must be cashed out by June 30th of each fiscal year.

An additional forty (40) hours of management leave at the beginning of each fiscal year will be provided to the Executive Officer/APCO, General Counsel, Principal Deputy Executive Officer, Assistant Deputy Executive Officers, and Deputy Executive Officers. Any unused portion must be cashed out by June 30th of each fiscal year.

Unused management leave cannot be carried forward to the following fiscal year.

20. Sick Leave

Management and Confidential employees earn three point sixty-nine (3.69) hours of sick leave per pay period.

In the event of a death of an employee who is not eligible for retirement, their surviving

spouse or dependent, may elect to receive a single payment up to a maximum of eighty (80) hours of the employee's accrued and available sick leave.

21. Workers' Compensation Leave

The Air District provides Worker's Compensation coverage for industrial injury or illness. The Air District provides full salary continuation for the first ninety (90) days from the date of injury or illness for claims accepted by the Workers' Compensation carrier.

22. Paid Parental/Familial Leave (PPFL)

Employees may take up to one hundred-twenty (120) hours (or pro rata equivalent to the employee's normal workweek) of paid time off per twelve- (12-) month period for Paid Parental/Familial Leave (PPFL) upon birth, adoption, or placement of a foster child or to attend to an eligible family member who is seriously ill/injured or in need of long-term care (FMLA/CRFRA-qualifying illnesses).

PPFL does not operate to extend any leave provided by state or federal law, but rather as a wage replacement. All management and confidential employees are eligible for PPFL after completing their first ninety (90) days of service.

23. Other Leave(s)

Management and Confidential employees are entitled to the following leaves: Benevolent Leave Fund, Bereavement Leave and leave for Jury Duty. Additional information regarding these leaves may be found in the Air District's Personnel Policy Manual.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
SALARY SCHEDULE FOR MANAGEMENT AND CONFIDENTIAL CLASSES
 Annually/Monthly/Bi-weekly/Hourly effective July 1, 2026

ID-JDE MANAGEMENT

Per Employment Agreement

1B101	Executive Officer/Air Pollution Control Officer	465306.05 38775.50 17896.39 223.70
1B102	General Counsel	426305.54 35525.46 16396.37 204.95

ID-JDE MANAGEMENT

		Range	Step A	Step B	Step C	Step D	Step E
1M103	Assistant Deputy Executive Officer	160M	235239.34 19603.28 9047.67 113.10	247001.31 20583.44 9500.05 118.75	259351.38 21612.61 9975.05 124.69	272318.94 22693.25 10473.81 130.92	285934.89 23827.91 10997.50 137.47
1M102	Deputy Executive Officer	169M	292996.08 24416.34 11269.08 140.86	307645.88 25637.16 11832.53 147.91	323028.17 26919.01 12424.16 155.30	339179.58 28264.97 13045.37 163.07	356138.56 29678.21 13697.64 171.22
2M112	Director	156M	211960.37 17663.36 8152.32 101.90	222558.39 18546.53 8559.94 107.00	233686.31 19473.86 8987.93 112.35	245370.62 20447.55 9437.33 117.97	257639.15 21469.93 9909.20 123.86
3M122	Manager I	146M	167180.21 13931.68 6430.01 80.38	175539.22 14628.27 6751.51 84.39	184316.18 15359.68 7089.08 88.61	193531.99 16127.67 7443.54 93.04	203208.59 16934.05 7815.71 97.70
3M123	Manager II	148M	175539.22 14628.27 6751.51 84.39	184316.18 15359.68 7089.08 88.61	193531.99 16127.67 7443.54 93.04	203208.59 16934.05 7815.71 97.70	213369.02 17780.75 8206.50 102.58
2M113	Officer	156M	211960.37 17663.36 8152.32 101.90	222558.39 18546.53 8559.94 107.00	233686.31 19473.86 8987.93 112.35	245370.62 20447.55 9437.33 117.97	257639.15 21469.93 9909.20 123.86
1B103	Principal Deputy Executive Officer	173M	323028.17 26919.01 12424.16 155.30	339179.58 28264.97 13045.37 163.07	356138.56 29678.21 13697.64 171.22	373945.49 31162.12 14382.52 179.78	392642.76 32720.23 15101.64 188.77

ID-JDE MANAGEMENT(CONTINUED)

		Range	Step A	Step B	Step C	Step D	Step E
6M101	Senior Assistant Counsel	157M	218638.18 18219.85 8409.16 105.11	229570.09 19130.84 8829.62 110.37	241048.60 20087.38 9271.10 115.89	253101.03 21091.75 9734.65 121.68	265756.08 22146.34 10221.39 127.77
3M124	Senior Manager	152M	193531.99 16127.67 7443.54 93.04	203208.59 16934.05 7815.71 97.70	213369.02 17780.75 8206.50 102.58	224037.47 18669.79 8616.83 107.71	235239.34 19603.28 9047.67 113.10
8M102	Staff Attorney	145M	163151.18 13595.93 6275.05 78.44	171308.74 14275.73 6588.80 82.36	179874.17 14989.51 6918.24 86.48	188867.88 15738.99 7264.15 90.80	198311.28 16525.94 7627.36 95.34
8M103	Staff Attorney Trainee	129M	109134.78 9094.56 4197.49 52.47	114591.51 9549.29 4407.37 55.09	120321.09 10026.76 4627.73 57.85	126337.14 10528.10 4859.12 60.74	132654.00 11054.50 5102.08 63.78

ID-JDE	CONFIDENTIAL	Range	Step A	Step B	Step C	Step D	Step E
8C006	Administrative Assistant I (Confidential)	114	74356.49 6196.37 2859.86 35.75	78074.31 6506.19 3002.86 37.54	81978.03 6831.50 3153.00 39.41	86076.93 7173.08 3310.65 41.38	90380.77 7531.73 3476.18 43.45
7C009	Administrative Assistant II (Confidential)	118	81978.03 6831.50 3153.00 39.41	86076.93 7173.08 3310.65 41.38	90380.77 7531.73 3476.18 43.45	94899.81 7908.32 3649.99 45.62	99644.80 8303.73 3832.49 47.91
8C102	Analyst I	130	109858.39 9154.87 4225.32 52.82	115351.31 9612.61 4436.59 55.46	121118.88 10093.24 4658.42 58.23	127174.82 10597.90 4891.34 61.14	133533.56 11127.80 5135.91 64.20
7C105	Analyst II	134	121118.88 10093.24 4658.42 58.23	127174.82 10597.90 4891.34 61.14	133533.56 11127.80 5135.91 64.20	140210.24 11684.19 5392.70 67.41	147220.76 12268.40 5662.34 70.78
5C101	Clerk of the Boards	132	115351.31 9612.61 4436.59 55.46	121118.88 10093.24 4658.42 58.23	127174.82 10597.90 4891.34 61.14	133533.56 11127.80 5135.91 64.20	140210.24 11684.19 5392.70 67.41
6C105	Economist	148	170426.43 14202.20 6554.86 81.94	178947.75 14912.31 6882.61 86.03	187895.14 15657.93 7226.74 90.33	197289.89 16440.82 7588.07 94.85	207154.39 17262.87 7967.48 99.59
8C005	Executive Assistant I	128	104627.04 8718.92 4024.12 50.30	109858.39 9154.87 4225.32 52.82	115351.31 9612.61 4436.59 55.46	121118.88 10093.24 4658.42 58.23	127174.82 10597.90 4891.34 61.14
7C008	Executive Assistant II	132	115351.31 9612.61 4436.59 55.46	121118.88 10093.24 4658.42 58.23	127174.82 10597.90 4891.34 61.14	133533.56 11127.80 5135.91 64.20	140210.24 11684.19 5392.70 67.41
7C010	Legal Intern	124	94899.81 7908.32 3649.99 45.62	99644.80 8303.73 3832.49 47.91	104627.04 8718.92 4024.12 50.30	109858.39 9154.87 4225.32 52.82	115351.31 9612.61 4436.59 55.46
4C103	Principal Analyst	142	147220.76 12268.40 5662.34 70.78	154581.79 12881.82 5945.45 74.32	162310.88 13525.91 6242.73 78.03	170426.43 14202.20 6554.86 81.94	178947.75 14912.31 6882.61 86.03

ID-JDE	CONFIDENTIAL(CONTINUED)	Range	Step A	Step B	Step C	Step D	Step E
4C102	Principal Cybersecurity Analyst	139	136831.19 11402.60 5262.74 65.78	143672.75 11972.73 5525.87 69.07	150856.38 12571.37 5802.17 72.53	158399.20 13199.93 6092.28 76.15	166319.16 13859.93 6396.89 79.96
6C106	Senior Analyst	138	133533.56 11127.80 5135.91 64.20	140210.24 11684.19 5392.70 67.41	147220.76 12268.40 5662.34 70.78	154581.79 12881.82 5945.45 74.32	162310.88 13525.91 6242.73 78.03
6C002	Senior Executive Assistant	134	121118.88 10093.24 4658.42 58.23	127174.82 10597.90 4891.34 61.14	133533.56 11127.80 5135.91 64.20	140210.24 11684.19 5392.70 67.41	147220.76 12268.40 5662.34 70.78
5C103	Supervising Analyst	142	147220.76 12268.40 5662.34 70.78	154581.79 12881.82 5945.45 74.32	162310.88 13525.91 6242.73 78.03	170426.43 14202.20 6554.86 81.94	178947.75 14912.31 6882.61 86.03
7C104	Technician	126	99644.80 8303.73 3832.49 47.91	104627.04 8718.92 4024.12 50.30	109858.39 9154.87 4225.32 52.82	115351.31 9612.61 4436.59 55.46	121118.88 10093.24 4658.42 58.23

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT
SALARY SCHEDULE FOR ATTORNEY MANAGEMENT EMPLOYEES
Annually/Monthly/Bi-weekly/Hourly effective July 1, 2026**

8M101	Assistant Counsel I	149M	176800.60 14733.38 6800.02 85.00	185640.63 15470.05 7140.02 89.25	194922.66 16243.55 7497.03 93.71	204668.79 17055.73 7871.88 98.40	214902.23 17908.52 8265.47 103.32
7M101	Assistant Counsel II	153M	198311.28 16525.94 7627.36 95.34	208226.84 17352.24 8008.72 100.11	218638.18 18219.85 8409.16 105.11	229570.09 19130.84 8829.62 110.37	241048.60 20087.38 9271.10 115.89

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
SALARY SCHEDULE FOR TECHNICAL/GENERAL AND PROFESSIONAL EMPLOYEES
 Annually/Monthly/Bi-weekly/Hourly effective July 1, 2026

ID-JDE	PROFESSIONAL	Range	Step A	Step B	Step C	Step D	Step E
7P001	Accountant I	130	109858.39 9154.87 4225.32 52.82	115351.31 9612.61 4436.59 55.46	121118.88 10093.24 4658.42 58.23	127174.82 10597.90 4891.34 61.14	133533.56 11127.80 5135.91 64.20
7P014	Accountant II	134	121118.88 10093.24 4658.42 58.23	127174.82 10597.90 4891.34 61.14	133533.56 11127.80 5135.91 64.20	140210.24 11684.19 5392.70 67.41	147220.76 12268.40 5662.34 70.78
5P004	Accounting Supervisor	142	147220.76 12268.40 5662.34 70.78	154581.79 12881.82 5945.45 74.32	162310.88 13525.91 6242.73 78.03	170426.43 14202.20 6554.86 81.94	178947.75 14912.31 6882.61 86.03
8P001	Air Quality Chemist I	130	109858.39 9154.87 4225.32 52.82	115351.31 9612.61 4436.59 55.46	121118.88 10093.24 4658.42 58.23	127174.82 10597.90 4891.34 61.14	133533.56 11127.80 5135.91 64.20
7P003	Air Quality Chemist II	134	121118.88 10093.24 4658.42 58.23	127174.82 10597.90 4891.34 61.14	133533.56 11127.80 5135.91 64.20	140210.24 11684.19 5392.70 67.41	147220.76 12268.40 5662.34 70.78
9P001 New	Air Quality Engineer Associate	130	109858.39 9154.87 4225.32 52.82	115351.31 9612.61 4436.59 55.46	121118.88 10093.24 4658.42 58.23	127174.82 10597.90 4891.34 61.14	133533.56 11127.80 5135.91 64.20
8P002	Air Quality Engineer I	132	115351.31 9612.61 4436.59 55.46	121118.88 10093.24 4658.42 58.23	127174.82 10597.90 4891.34 61.14	133533.56 11127.80 5135.91 64.20	140210.24 11684.19 5392.70 67.41
7P004	Air Quality Engineer II	136	127174.82 10597.90 4891.34 61.14	133533.56 11127.80 5135.91 64.20	140210.24 11684.19 5392.70 67.41	147220.76 12268.40 5662.34 70.78	154581.79 12881.82 5945.45 74.32
8P003	Air Quality Meteorologist I	131	112571.36 9380.95 4329.67 54.12	118199.92 9849.99 4546.15 56.83	124109.92 10342.49 4773.46 59.67	130315.42 10859.62 5012.13 62.65	136831.19 11402.60 5262.74 65.78
7P005	Air Quality Meteorologist II	135	124109.92 10342.49 4773.46 59.67	130315.42 10859.62 5012.13 62.65	136831.19 11402.60 5262.74 65.78	143672.75 11972.73 5525.87 69.07	150856.38 12571.37 5802.17 72.53

ID-JDE	PROFESSIONAL(continued)	Range	Step A	Step B	Step C	Step D	Step E
8P006	Analyst I	130	109858.39	115351.31	121118.88	127174.82	133533.56
New			9154.87	9612.61	10093.24	10597.90	11127.80
			4225.32	4436.59	4658.42	4891.34	5135.91
			52.82	55.46	58.23	61.14	64.20
7P017	Analyst II	134	121118.88	127174.82	133533.56	140210.24	147220.76
New			10093.24	10597.90	11127.80	11684.19	12268.40
			4658.42	4891.34	5135.91	5392.70	5662.34
			58.23	61.14	64.20	67.41	70.78
7P015	Assistant Atmospheric and Air Quality Modeler	132	115351.31	121118.88	127174.82	133533.56	140210.24
			9612.61	10093.24	10597.90	11127.80	11684.19
			4436.59	4658.42	4891.34	5135.91	5392.70
			55.46	58.23	61.14	64.20	67.41
8P005	Atmospheric and Air Quality Modeler I	136	127174.82	133533.56	140210.24	147220.76	154581.79
			10597.90	11127.80	11684.19	12268.40	12881.82
			4891.34	5135.91	5392.70	5662.34	5945.45
			61.14	64.20	67.41	70.78	74.32
7P016	Atmospheric and Air Quality Modeler II	140	140210.24	147220.76	154581.79	162310.88	170426.43
			11684.19	12268.40	12881.82	13525.91	14202.20
			5392.70	5662.34	5945.45	6242.73	6554.86
			67.41	70.78	74.32	78.03	81.94
8P004	Environmental Planner I	130	109858.39	115351.31	121118.88	127174.82	133533.56
			9154.87	9612.61	10093.24	10597.90	11127.80
			4225.32	4436.59	4658.42	4891.34	5135.91
			52.82	55.46	58.23	61.14	64.20
7P007	Environmental Planner II	134	121118.88	127174.82	133533.56	140210.24	147220.76
			10093.24	10597.90	11127.80	11684.19	12268.40
			4658.42	4891.34	5135.91	5392.70	5662.34
			58.23	61.14	64.20	67.41	70.78
4P001	Principal Accountant	142	147220.76	154581.79	162310.88	170426.43	178947.75
			12268.40	12881.82	13525.91	14202.20	14912.31
			5662.34	5945.45	6242.73	6554.86	6882.61
			70.78	74.32	78.03	81.94	86.03
4P005	Principal Air Quality Chemist	142	147220.76	154581.79	162310.88	170426.43	178947.75
			12268.40	12881.82	13525.91	14202.20	14912.31
			5662.34	5945.45	6242.73	6554.86	6882.61
			70.78	74.32	78.03	81.94	86.03

ID-JDE	PROFESSIONAL(continued)	Range	Step A	Step B	Step C	Step D	Step E
4P003	Principal Air Quality Engineer	144	154581.79 12881.82 5945.45 74.32	162310.88 13525.91 6242.73 78.03	170426.43 14202.20 6554.86 81.94	178947.75 14912.31 6882.61 86.03	187895.14 15657.93 7226.74 90.33
4P006	Principal Air Quality Meteorologist	143	150856.38 12571.37 5802.17 72.53	158399.20 13199.93 6092.28 76.15	166319.16 13859.93 6396.89 79.96	174635.12 14552.93 6716.74 83.96	183366.88 15280.57 7052.57 88.16
4P007 New	Principal Analyst	142	147220.76 12268.40 5662.34 70.78	154581.79 12881.82 5945.45 74.32	162310.88 13525.91 6242.73 78.03	170426.43 14202.20 6554.86 81.94	178947.75 14912.31 6882.61 86.03
4P004	Principal Environmental Planner	142	147220.76 12268.40 5662.34 70.78	154581.79 12881.82 5945.45 74.32	162310.88 13525.91 6242.73 78.03	170426.43 14202.20 6554.86 81.94	178947.75 14912.31 6882.61 86.03
6P007	Senior Accountant	138	133533.56 11127.80 5135.91 64.20	140210.24 11684.19 5392.70 67.41	147220.76 12268.40 5662.34 70.78	154581.79 12881.82 5945.45 74.32	162310.88 13525.91 6242.73 78.03
6P001	Senior Advanced Projects Advisor	148	170426.43 14202.20 6554.86 81.94	178947.75 14912.31 6882.61 86.03	187895.14 15657.93 7226.74 90.33	197289.89 16440.82 7588.07 94.85	207154.39 17262.87 7967.48 99.59
6P002	Senior Air Quality Chemist	138	133533.56 11127.80 5135.91 64.20	140210.24 11684.19 5392.70 67.41	147220.76 12268.40 5662.34 70.78	154581.79 12881.82 5945.45 74.32	162310.88 13525.91 6242.73 78.03
6P003	Senior Air Quality Engineer	140	140210.24 11684.19 5392.70 67.41	147220.76 12268.40 5662.34 70.78	154581.79 12881.82 5945.45 74.32	162310.88 13525.91 6242.73 78.03	170426.43 14202.20 6554.86 81.94
6P004	Senior Air Quality Meteorologist	139	136831.19 11402.60 5262.74 65.78	143672.75 11972.73 5525.87 69.07	150856.38 12571.37 5802.17 72.53	158399.20 13199.93 6092.28 76.15	166319.16 13859.93 6396.89 79.96
6P009 New	Senior Analyst	138	133533.56 11127.80 5135.91 64.20	140210.24 11684.19 5392.70 67.41	147220.76 12268.40 5662.34 70.78	154581.79 12881.82 5945.45 74.32	162310.88 13525.91 6242.73 78.03
6P008	Senior Atmospheric and Air Quality Modeler	144	154581.79 12881.82 5945.45 74.32	162310.88 13525.91 6242.73 78.03	170426.43 14202.20 6554.86 81.94	178947.75 14912.31 6882.61 86.03	187895.14 15657.93 7226.74 90.33

ID-JDE	PROFESSIONAL(continued)	Range	Step A	Step B	Step C	Step D	Step E
6P006	Senior Environmental Planner	138	133533.56 11127.80 5135.91 64.20	140210.24 11684.19 5392.70 67.41	147220.76 12268.40 5662.34 70.78	154581.79 12881.82 5945.45 74.32	162310.88 13525.91 6242.73 78.03
5P001	Supervising Air Quality Engineer	144	154581.79 12881.82 5945.45 74.32	162310.88 13525.91 6242.73 78.03	170426.43 14202.20 6554.86 81.94	178947.75 14912.31 6882.61 86.03	187895.14 15657.93 7226.74 90.33
5P002	Supervising Air Quality Meteorologist	143	150856.38 12571.37 5802.17 72.53	158399.20 13199.93 6092.28 76.15	166319.16 13859.93 6396.89 79.96	174635.12 14552.93 6716.74 83.96	183366.88 15280.57 7052.57 88.16
5P005 New	Supervising Analyst	142	147220.76 12268.40 5662.34 70.78	154581.79 12881.82 5945.45 74.32	162310.88 13525.91 6242.73 78.03	170426.43 14202.20 6554.86 81.94	178947.75 14912.31 6882.61 86.03
5P003	Supervising Environmental Planner	142	147220.76 12268.40 5662.34 70.78	154581.79 12881.82 5945.45 74.32	162310.88 13525.91 6242.73 78.03	170426.43 14202.20 6554.86 81.94	178947.75 14912.31 6882.61 86.03
7P012	Toxicologist	144	154581.79 12881.82 5945.45 74.32	162310.88 13525.91 6242.73 78.03	170426.43 14202.20 6554.86 81.94	178947.75 14912.31 6882.61 86.03	187895.14 15657.93 7226.74 90.33

ID-JDE	TECHNICAL/GENERAL	Range	Step A	Step B	Step C	Step D	Step E
7T036	Accounting Technician	126	99644.80 8303.73 3832.49 47.91	104627.04 8718.92 4024.12 50.30	109858.39 9154.87 4225.32 52.82	115351.31 9612.61 4436.59 55.46	121118.88 10093.24 4658.42 58.23
8T015	Administrative Assistant I	114	74356.49 6196.37 2859.86 35.75	78074.31 6506.19 3002.86 37.54	81978.03 6831.50 3153.00 39.41	86076.93 7173.08 3310.65 41.38	90380.77 7531.73 3476.18 43.45
7T034	Administrative Assistant II	118	81978.03 6831.50 3153.00 39.41	86076.93 7173.08 3310.65 41.38	90380.77 7531.73 3476.18 43.45	94899.81 7908.32 3649.99 45.62	99644.80 8303.73 3832.49 47.91
8T003	Air Quality Inspector I	130	109858.39 9154.87 4225.32 52.82	115351.31 9612.61 4436.59 55.46	121118.88 10093.24 4658.42 58.23	127174.82 10597.90 4891.34 61.14	133533.56 11127.80 5135.91 64.20
7T005	Air Quality Inspector II	134	121118.88 10093.24 4658.42 58.23	127174.82 10597.90 4891.34 61.14	133533.56 11127.80 5135.91 64.20	140210.24 11684.19 5392.70 67.41	147220.76 12268.40 5662.34 70.78
8T004	Air Quality Instrument Specialist I	130	109858.39 9154.87 4225.32 52.82	115351.31 9612.61 4436.59 55.46	121118.88 10093.24 4658.42 58.23	127174.82 10597.90 4891.34 61.14	133533.56 11127.80 5135.91 64.20
7T006	Air Quality Instrument Specialist II	134	121118.88 10093.24 4658.42 58.23	127174.82 10597.90 4891.34 61.14	133533.56 11127.80 5135.91 64.20	140210.24 11684.19 5392.70 67.41	147220.76 12268.40 5662.34 70.78
7T040 New	Air Quality Instrument Technician	126	99644.80 8303.73 3832.49 47.91	104627.04 8718.92 4024.12 50.30	109858.39 9154.87 4225.32 52.82	115351.31 9612.61 4436.59 55.46	121118.88 10093.24 4658.42 58.23

ID-JDE	TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
7T041 New	Air Quality Laboratory Assistant	126	99644.80 8303.73 3832.49 47.91	104627.04 8718.92 4024.12 50.30	109858.39 9154.87 4225.32 52.82	115351.31 9612.61 4436.59 55.46	121118.88 10093.24 4658.42 58.23
8T007	Air Quality Specialist I	130	109858.39 9154.87 4225.32 52.82	115351.31 9612.61 4436.59 55.46	121118.88 10093.24 4658.42 58.23	127174.82 10597.90 4891.34 61.14	133533.56 11127.80 5135.91 64.20
7T009	Air Quality Specialist II	134	121118.88 10093.24 4658.42 58.23	127174.82 10597.90 4891.34 61.14	133533.56 11127.80 5135.91 64.20	140210.24 11684.19 5392.70 67.41	147220.76 12268.40 5662.34 70.78
7T042 New	Air Quality Technician	126	99644.80 8303.73 3832.49 47.91	104627.04 8718.92 4024.12 50.30	109858.39 9154.87 4225.32 52.82	115351.31 9612.61 4436.59 55.46	121118.88 10093.24 4658.42 58.23
8T018 New	Grants and Community Programs Specialist I	130	109858.39 9154.87 4225.32 52.82	115351.31 9612.61 4436.59 55.46	121118.88 10093.24 4658.42 58.23	127174.82 10597.90 4891.34 61.14	133533.56 11127.80 5135.91 64.20
7T044 New	Grants and Community Programs Specialist II	134	121118.88 10093.24 4658.42 58.23	127174.82 10597.90 4891.34 61.14	133533.56 11127.80 5135.91 64.20	140210.24 11684.19 5392.70 67.41	147220.76 12268.40 5662.34 70.78
5T011 New	Grants and Community Programs Supervisor	142	147220.76 12268.40 5662.34 70.78	154581.79 12881.82 5945.45 74.32	162310.88 13525.91 6242.73 78.03	170426.43 14202.20 6554.86 81.94	178947.75 14912.31 6882.61 86.03
7T043 New	Grants and Community Programs Technician	126	99644.80 8303.73 3832.49 47.91	104627.04 8718.92 4024.12 50.30	109858.39 9154.87 4225.32 52.82	115351.31 9612.61 4436.59 55.46	121118.88 10093.24 4658.42 58.23

ID-JDE	TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
4T005 New	Principal Air Quality Instrument Specialist	142	147220.76 12268.40 5662.34 70.78	154581.79 12881.82 5945.45 74.32	162310.88 13525.91 6242.73 78.03	170426.43 14202.20 6554.86 81.94	178947.75 14912.31 6882.61 86.03
4T001	Principal Air Quality Specialist	142	147220.76 12268.40 5662.34 70.78	154581.79 12881.82 5945.45 74.32	162310.88 13525.91 6242.73 78.03	170426.43 14202.20 6554.86 81.94	178947.75 14912.31 6882.61 86.03
4T004 New	Principal Grants and Community Programs Specialist	142	147220.76 12268.40 5662.34 70.78	154581.79 12881.82 5945.45 74.32	162310.88 13525.91 6242.73 78.03	170426.43 14202.20 6554.86 81.94	178947.75 14912.31 6882.61 86.03
4T003	Principal Systems Analyst	143	150856.38 12571.37 5802.17 72.53	158399.20 13199.93 6092.28 76.15	166319.16 13859.93 6396.89 79.96	174635.12 14552.93 6716.74 83.96	183366.88 15280.57 7052.57 88.16
8T012	Public Information Officer I	130	109858.39 9154.87 4225.32 52.82	115351.31 9612.61 4436.59 55.46	121118.88 10093.24 4658.42 58.23	127174.82 10597.90 4891.34 61.14	133533.56 11127.80 5135.91 64.20
7T020	Public Information Officer II	134	121118.88 10093.24 4658.42 58.23	127174.82 10597.90 4891.34 61.14	133533.56 11127.80 5135.91 64.20	140210.24 11684.19 5392.70 67.41	147220.76 12268.40 5662.34 70.78
7T038	Public Information Technician	126	99644.80 8303.73 3832.49 47.91	104627.04 8718.92 4024.12 50.30	109858.39 9154.87 4225.32 52.82	115351.31 9612.61 4436.59 55.46	121118.88 10093.24 4658.42 58.23

ID-JDE	TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
6T002	Senior Air Quality Inspector	138	133533.56 11127.80 5135.91 64.20	140210.24 11684.19 5392.70 67.41	147220.76 12268.40 5662.34 70.78	154581.79 12881.82 5945.45 74.32	162310.88 13525.91 6242.73 78.03
6T003	Senior Air Quality Instrument Specialist	138	133533.56 11127.80 5135.91 64.20	140210.24 11684.19 5392.70 67.41	147220.76 12268.40 5662.34 70.78	154581.79 12881.82 5945.45 74.32	162310.88 13525.91 6242.73 78.03
6T004	Senior Air Quality Specialist	138	133533.56 11127.80 5135.91 64.20	140210.24 11684.19 5392.70 67.41	147220.76 12268.40 5662.34 70.78	154581.79 12881.82 5945.45 74.32	162310.88 13525.91 6242.73 78.03
6T006	Senior Air Quality Technician	130	109858.39 9154.87 4225.32 52.82	115351.31 9612.61 4436.59 55.46	121118.88 10093.24 4658.42 58.23	127174.82 10597.90 4891.34 61.14	133533.56 11127.80 5135.91 64.20
6T011 New	Senior Grants and Community Programs Specialist	138	133533.56 11127.80 5135.91 64.20	140210.24 11684.19 5392.70 67.41	147220.76 12268.40 5662.34 70.78	154581.79 12881.82 5945.45 74.32	162310.88 13525.91 6242.73 78.03
6T005	Senior Public Information Officer	138	133533.56 11127.80 5135.91 64.20	140210.24 11684.19 5392.70 67.41	147220.76 12268.40 5662.34 70.78	154581.79 12881.82 5945.45 74.32	162310.88 13525.91 6242.73 78.03
6T010	Senior Systems Analyst	139	136831.19 11402.60 5262.74 65.78	143672.75 11972.73 5525.87 69.07	150856.38 12571.37 5802.17 72.53	158399.20 13199.93 6092.28 76.15	166319.16 13859.93 6396.89 79.96
5T003	Supervising Air Quality Inspector	142	147220.76 12268.40 5662.34 70.78	154581.79 12881.82 5945.45 74.32	162310.88 13525.91 6242.73 78.03	170426.43 14202.20 6554.86 81.94	178947.75 14912.31 6882.61 86.03

ID-JDE	TECHNICAL/GENERAL (cont'd)	Range	Step A	Step B	Step C	Step D	Step E
5T004	Supervising Air Quality Instrument Specialist	142	147220.76 12268.40 5662.34 70.78	154581.79 12881.82 5945.45 74.32	162310.88 13525.91 6242.73 78.03	170426.43 14202.20 6554.86 81.94	178947.75 14912.31 6882.61 86.03
5T005	Supervising Air Quality Specialist	142	147220.76 12268.40 5662.34 70.78	154581.79 12881.82 5945.45 74.32	162310.88 13525.91 6242.73 78.03	170426.43 14202.20 6554.86 81.94	178947.75 14912.31 6882.61 86.03
5T006	Supervising Public Information Officer	142	147220.76 12268.40 5662.34 70.78	154581.79 12881.82 5945.45 74.32	162310.88 13525.91 6242.73 78.03	170426.43 14202.20 6554.86 81.94	178947.75 14912.31 6882.61 86.03
5T007	Supervising Systems Analyst	143	150856.38 12571.37 5802.17 72.53	158399.20 13199.93 6092.28 76.15	166319.16 13859.93 6396.89 79.96	174635.12 14552.93 6716.74 83.96	183366.88 15280.57 7052.57 88.16
8T017	Systems Analyst I	131	112571.36 9380.95 4329.67 54.12	118199.92 9849.99 4546.15 56.83	124109.92 10342.49 4773.46 59.67	130315.42 10859.62 5012.13 62.65	136831.19 11402.60 5262.74 65.78
7T037	Systems Analyst II	135	124109.92 10342.49 4773.46 59.67	130315.42 10859.62 5012.13 62.65	136831.19 11402.60 5262.74 65.78	143672.75 11972.73 5525.87 69.07	150856.38 12571.37 5802.17 72.53
7T039	Systems Technician	127	102105.54 8508.79 3927.14 49.09	107210.82 8934.23 4123.49 51.54	112571.36 9380.95 4329.67 54.12	118199.92 9849.99 4546.15 56.83	124109.92 10342.49 4773.46 59.67
7T045 New	Technician	126	99644.80 8303.73 3832.49 47.91	104627.04 8718.92 4024.12 50.30	109858.39 9154.87 4225.32 52.82	115351.31 9612.61 4436.59 55.46	121118.88 10093.24 4658.42 58.23
ID-JDE	INTERN				Per Policy/Agreement		
IN001 New	High School Intern				40788.80 3399.07 1568.80 19.61		
IN002 New	College Intern				74356.49 6196.37 2859.86 35.75		

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Resolution No. 2026-XX

A Resolution to Approve a Successor Memorandum of Understanding Between the Air District and the Bay Area Air Quality Management District Employees' Association, Inc., Salaries and Benefits for Represented and Unrepresented Employees, and Revised Salary Schedules for Fiscal Year Ending 2027

WHEREAS, the Board of Directors of the Bay Area Air Quality Management District ("Board") has the authority and the responsibility to adopt and approve salaries and benefits for Bay Area Air Quality Management District ("Air District") employees, either through approval of collective bargaining agreements and/or through approval of a resolution(s) establishing or modifying salaries and benefits for employees not covered by collective bargaining agreements;

WHEREAS, the Executive Officer is responsible for the preparation and recommendation to the Board of updates to the salaries and benefits for represented and unrepresented employees;

WHEREAS, the Air District Budget for Fiscal Year Ending 2027 (FYE 2027) includes funds for the Board of Directors' discretionary use in adjusting salaries and benefits for Air District employees;

WHEREAS, Title 2 of the California Code of Regulations, section 570.5, requires that public agency governing boards approve and adopt pay schedules as standalone documents detailing their pay rates;

WHEREAS, the current Memorandum of Understanding (MOU) between the Air District and the Bay Area Air Quality Management District Employees Association (EA) representing the Technical/General representation group and the Professional representation group (collectively, the "Representation Groups") was approved by the Board on November 1, 2023 and said MOU had an expiration date of June 30, 2025;

WHEREAS, representatives of the Air District, as authorized by the Board of Directors, have met and conferred in good faith with representatives of the EA regarding salaries and other terms and conditions of employment for the represented employees;

WHEREAS, on July 7, 2026, the Air District and EA negotiators reached an Agreement for a new MOU from July 1, 2025 through June 30, 2028; the attached MOU reflects the changes agreed to by the Air District and the EA; the Agreement as reflected in the attached MOU has been duly ratified by the membership of the EA;

WHEREAS, the Board of Directors desires to implement the FYE 2027 salary schedule for unrepresented staff, including Limited-Term Contract Employees, to align with CalPERS requirements;

NOW, THEREFORE, BE IT RESOLVED that the Board of Director approves the MOU between the Air District and the EA attached hereto as Attachment 1.

BE IT FURTHER RESOLVED that the Board of Directors approves the salaries and benefits for represented and unrepresented employees, including a one-time lump sum retroactive equivalent payment for represented employees only.

BE IT FURTHER RESOLVED that the Board of Directors approves the Management and Confidential Employee Benefits Program attached hereto as Attachment 2.

BE IT FURTHER RESOLVED that the Board of Directors approves the revised salary schedules attached hereto as Attachment 3.

BE IT FURTHER RESOLVED that the Board of Directors authorizes the transfer of funds from General Fund undesignated reserves to fund the approved compensation and benefit costs for FYE 2027.

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:

Lynda Hopkins

Chair of the Board of Directors

ATTEST:

Marcy Hiratzka

Clerk of the Board of Directors

DRAFT

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: September 2, 2026

Re: Authorization to Amend Represented Classifications

RECOMMENDED ACTION

Authorize changes to the following represented classification series, as shown in the attached classification documents:

1. Creation of 14 new classifications: Air Quality Engineer Associate at Salary Range 130; Air Quality Instrument Technician at Salary Range 126, Air Quality Laboratory Technician at Salary Range 126, Air Quality Technician at Salary Range 126, Analyst I/II at Salary Range 130/134, Grants and Community Programs Specialist I/II at Salary Range 130/134, Grants and Community Programs Supervisor at Salary Range 142, Grants and Community Programs Technician at Salary Range 126, Principal Analyst at Salary Range 142, Principal Grants and Community Programs Specialist at Salary Range 142, Senior Analyst at Salary Range 138, Senior Grants and Community Programs Specialist at Salary Range 138, Supervising Analyst at Salary Range 142, Technician at Salary Range 126;
2. Removal of 45 outdated and redundant classifications;
3. Revision of 18 existing classifications to align with updated job functions, duties, and responsibilities;
4. Y-rating for 1 Air Quality Specialist I and 1 Staff Specialist I.

BACKGROUND

A comprehensive review of classification structures was conducted at the Air District. In 2023, the Air District engaged consulting firm Compensation Connections LLC to perform a comprehensive classification and compensation study. Key areas addressed include revising minimum qualifications and updating existing classifications, creating new classifications, and removing outdated roles. The project scope and objectives are as follows:

1. Modernization of Classifications: Revise all classifications to include contemporary elements such as supervision details, physical demands, and working conditions
2. Alignment with Organizational Needs: Address outdated or overly broad classifications and create specialized roles where necessary
3. Efficiency Improvements: Consolidate overlapping roles and remove unused or redundant classifications
4. Inclusion of New Workstreams: Develop classifications for emerging and evolving functions

On June 3, 2026, the Board of Directors approved the first set of represented classifications.

In addition, pursuant to Article VI, Section A of the Memorandum of Understanding (MOU), the Air District and the Employees' Association have completed the meet and confer process on the represented classifications listed below.

DISCUSSION

Based on the findings from the study and agreement with the Employee Association, Air District staff recommend the following:

1. Revision of Classification

All classifications are updated with modernized and standardized language and a lens to diversity, equity and inclusion, and include new sections for supervision details, physical demands, and working conditions. Minimum qualifications are streamlined to reflect essential entry-level requirements, ensuring relevance and reducing unnecessary barriers for candidates. Classifications are revised and updated to better reflect their scope of work.

2. Creation of New Classifications

New classifications are created to address emerging work areas and introduce new structure in the classifications to better organize and distinguish level of work duties, responsibilities and risk, span of control, and complexity of work.

A summary of the proposed changes to represented classifications is included as follows:

Classification	Recommendation
Air Quality Instrument Technician	New
Air Quality Engineer Associate I/II	New and Revised

Air Quality Inspector I/II	Revised
Air Quality Instrument Specialist I/II	Revised
Air Quality Laboratory Assistant	New
Air Quality Specialist I/II	Revised
Air Quality Technician	New
Analyst I/II	New
Grants and Community Programs Specialist I/II	New
Grants and Community Programs Supervisor	New
Grants and Community Programs Technician	New
Principal Air Quality Engineer	Revised
Principal Air Quality Instrument Specialist	Revised
Principal Air Quality Specialist	Revised
Principal Analyst	New
Principal Grants and Community Programs Specialist	New
Senior Advanced Projects Advisor	Revised
Senior Air Quality Engineer	Revised
Senior Air Quality Inspector	Revised
Senior Air Quality Instrument Specialist	Revised
Senior Air Quality Specialist	Revised

Senior Air Quality Technician	Revised
Senior Analyst	New
Senior Grants and Community Programs Specialist	New
Supervising Air Quality Engineer	Revised
Supervising Air Quality Inspector	Revised
Supervising Air Quality Instrument Specialist	Revised
Supervising Air Quality Specialist	Revised
Supervising Analyst	New
Technician	New
Toxicologist	Revised

3. Removal of Outdated Classifications and Roles

Some classifications are outdated, too narrow in scope, or have redundant roles. Creating the broader classifications listed above is aimed to reduce inefficiencies, facilitate lateral mobility, and eliminate overlap across classifications. Working titles and specific qualifications for specific roles can still be utilized as appropriate. The following are removed classifications:

- Accounting Assistant I/II
- Administrative Analyst
- Administrative Secretary
- Advanced Projects Advisor
- Air Quality Laboratory Technician I/II
- Air Quality Permit Technician I/II
- Air Quality Technical Assistant
- Air Quality Technician I/II
- Air Quality Case Settlement Specialist I/II
- Assistant Staff Specialist I/II
- Atmospheric Modeler
- Building Maintenance Mechanic
- Data Entry Operator
- Data Support Supervisor

Database Specialist
 Deputy Clerk of the Boards
 Facilities Maintenance Worker
 Facilities Services Supervisor
 Fiscal Services Supervisor
 Legislative Analyst
 Librarian
 Mechanic I/II
 Office Assistant I/II
 Office Services Supervisor
 Paralegal I/II
 Permit Coordinator
 Principal Air and Meteorological Monitoring Specialist
 Principal Staff Specialist
 Programmer Analyst I/II
 Purchasing Agent
 Radio/Telephone Operator
 Radio/Telephone Operator Supervisor
 Receptionist
 Research Analyst
 Secretary
 Senior Accounting Assistant
 Senior Air Quality Permit Technician
 Senior Atmospheric Modeler
 Senior Staff Specialist
 Staff Specialist I/II
 Statistician
 Supervising Staff Specialist
 Systems Analyst
 Systems Quality Assurance Specialist
 Web Master

4. Classification Crosswalk

As a result of the updated classifications, some positions will be reclassified. The following shows a crosswalk of the current and the correlating proposed new classifications, along with the number of positions affected:

Current Classification	Proposed Reclassification	# of Positions
Accountant I/II	Accountant I/II	4
Accounting Assistant I/II	Accounting Technician	5

Administrative Assistant I/II	Administrative Assistant I/II	9
Advanced Projects Advisor	Principal Air Quality Engineer	1
Advanced Projects Advisor	Senior Advanced Projects Advisor	2
Air Quality Chemist I/II	Air Quality Chemist I/II	1
Air Quality Engineer I/II	Air Quality Engineer I/II	37
Air Quality Laboratory Technician II	Air Quality Laboratory Assistant	1
Air Quality Meteorologist I/II	Air Quality Meteorologist I/II	2
Air Quality Meteorologist I/II	Atmospheric & Air Quality Modeler I/II	1
Air Quality Permit Technician I/II	Air Quality Technician	1
Air Quality Specialist I/II	Air Quality Inspector	44
Air Quality Specialist I/II	Air Quality Instrument Specialist I/II	15
Air Quality Specialist I/II	Air Quality Specialist I/II	15
Air Quality Specialist I/II	Systems Technician	1
Air Quality Technician I/II	Air Quality Technician	12
Assistant Air Quality Specialist I/II	Air Quality Instrument Technician	3
Assistant Air Quality Specialist I/II	Systems Analyst I/II	1
Assistant Staff Specialist I/II	Grants and Community Technician	11
Assistant Staff Specialist I/II	Public Information Technician	2

Assistant Staff Specialist I/II	Systems Technician	1
Assistant Staff Specialist I/II	Technician	7
Atmospheric Modeler	Atmospheric & Air Quality Modeler I/II	1
Environmental Planner I/II	Environmental Planner I/II	4
Facilities Maintenance Worker	Technician	1
Fiscal Services Supervisor	Accounting Supervisor	1
Principal Air and Meteorological Monitoring Specialist	Principal Air Quality Meteorologist	1
Principal Air Quality Chemist	Principal Air Quality Chemist	3
Principal Air Quality Engineer	Principal Air Quality Engineer	12
Principal Air Quality Meteorologist	Principal Air Quality Meteorologist	1
Principal Air Quality Specialist	Principal Air Quality Instrument Specialist	5
Principal Air Quality Specialist	Principal Air Quality Specialist	6
Principal Environmental Planner	Principal Environmental Planner	3
Principal Environmental Planner	Senior Advanced Projects Advisor	1
Principal Staff Specialist	Principal Grants and Community Program Specialist	1
Principal Systems Analyst	Principal Systems Analyst	1
Programmer I/II	Systems Technician	1
Public Information Officer I/II	Grants and Community Program Specialist I/II	1

Public Information Officer I/II	Public Information Officer I/II	7
Radio/Telephone Operator	Air Quality Technician	4
Research Analyst	Assistant Atmospheric & Air Quality Modeler	1
Senior Accountant	Senior Accountant	1
Senior Advanced Projects Advisor	Senior Advanced Projects Advisor	8
Senior Air Quality Chemist	Senior Air Quality Chemist	1
Senior Air Quality Engineer	Senior Air Quality Engineer	25
Senior Air Quality Engineer	Senior Environmental Planner	1
Senior Air Quality Specialist	Senior Air Quality Inspector	10
Senior Air Quality Specialist	Senior Air Quality Instrument Specialist	10
Senior Air Quality Specialist	Senior Air Quality Specialist	13
Senior Air Quality Technician	Senior Air Quality Technician	3
Senior Atmospheric Modeler	Senior Atmospheric and Air Quality Modeler	2
Senior Environmental Planner	Senior Environmental Planner	6
Senior Public Information Officer	Senior Public Information Officer	1
Senior Staff Specialist	Principal Analyst	1
Senior Staff Specialist	Senior Analyst	3
Senior Staff Specialist	Senior Grants and Community Program Specialist	18
Senior Systems Analyst	Senior Systems Analyst	7
Staff Specialist I/II	Air Quality Specialist I/II	1

Staff Specialist I/II	Analyst I/II	19
Staff Specialist I/II	Grants and Community Program Specialist I/II	23
Staff Specialist I/II	Senior Analyst	2
Staff Specialist I/II	Technician	1
Statistician	Atmospheric & Air Quality Modeler I/II	1
Supervising Air Quality Engineer	Supervising Air Quality Engineer	15
Supervising Air Quality Specialist	Supervising Air Quality Inspector	9
Supervising Air Quality Specialist	Supervising Air Quality Instrument Specialist	5
Supervising Air Quality Specialist	Supervising Air Quality Specialist	4
Supervising Staff Specialist	Supervising Analyst	3
Supervising Staff Specialist	Supervising Grants and Community Program Specialist	9
Supervising Staff Specialist	Supervising Systems Analyst	1
Supervising Systems Analyst	Principal Systems Analyst	1
Supervising Systems Analyst	Supervising Systems Analyst	3
Systems Analyst	Systems Analyst I/II	9
Toxicologist	Toxicologist	1
Web Master	Senior Systems Analyst	1

5. Y-Rated Employees

In addition, there are two (2) positions that will be reclassified to classifications with lower salary ranges. In accordance with the Memorandum of Understanding (MOU), such positions are considered for Y-Rating status.

The MOU Article VII, Section 7.05 states:

Y-Rating refers to a position which has been reclassified to a position having a lower salary range. The incumbent will retain their 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 EO and the Board of Directors.

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

The following is a summary of the two (2) incumbents who are to be Y-Rated.

Division	Current Classification	Proposed Classification	Incumbents
Administrative Resources	Staff Specialist I	Technician	1
Information Services	Air Quality Specialist I	Systems Technician	1

BUDGET CONSIDERATION/FINANCIAL IMPACT

None. The requested action does not create additional positions. Any salary adjustment is included in the Fiscal Year Ending 2027 Budget.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

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

ATTACHMENT(S):

1. Administrative Assistant I-II
2. Air Quality Engineer Associate-I-II
3. Air Quality Inspector I-II
4. Air Quality Instrument Specialist I-II
5. Air Quality Instrument Technician
6. Air Quality Laboratory Assistant
7. Air Quality Specialist I-II
8. Air Quality Technician
9. Analyst I-II
10. Grants and Community Program Specialist I-II
11. Grants and Community Program Supervisor
12. Grants and Community Program Technician
13. Principal Air Quality Engineer
14. Principal Air Quality Instrument Specialist
15. Principal Air Quality Specialist
16. Principal Analyst
17. Principal Grants and Community Program Specialist
18. Senior Advanced Projects Advisor
19. Senior Air Quality Engineer
20. Senior Air Quality Inspector
21. Senior Air Quality Instrument Specialist
22. Senior Air Quality Specialist
23. Senior Air Quality Technician
24. Senior Analyst
25. Senior Grants and Community Program Specialist
26. Supervising Air Quality Engineer
27. Supervising Air Quality Inspector
28. Supervising Air Quality Instrument Specialist
29. Supervising Air Quality Specialist
30. Supervising Analyst
31. Technician
32. Toxicologist



BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

CLASSIFICATION SPECIFICATION

Classification Specification Name: Administrative Assistant I/II

Class Codes: 8T015/7T034

Salary Grade: 114/118

Bargaining Unit: Represented, Technical/General

Established Date: September 2, 2026

Revision Date:

CLASSIFICATION SUMMARY

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

DISTINGUISHING CHARACTERISTICS

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

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

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

SUPERVISION RECEIVED AND/OR EXERCISED

Supervision is provided by a supervisor or manager. No supervision is exercised over others.

EXAMPLES OF DUTIES

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

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

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

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

Enters data and updates information in systems and databases.

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

Opens, processes, and sorts incoming mail and prepares outgoing mail.

Prepares administrative documents such as purchase requests.

Maintains and restocks supplies and places special orders.

Schedules and arranges meetings and room reservations.

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

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

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

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

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

LICENSES AND CERTIFICATIONS:

None.

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

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

Knowledge of:

Record keeping principles and practices.

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

Standard office software applications.

Public information protocols and customer service principles.

Skills in:

Performing accurate data entry and typing.

Managing multiple tasks efficiently to meet deadlines.

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

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

Organizing and maintaining accurate records and files.

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

Using initiative and exercising independent judgment within established guidelines.

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical demands:

Some positions in this classification may require the following:

- Sitting for long periods of time and walking and/or standing is only required occasionally.
- View computer screens and type for prolonged periods of time.
- Occasionally lift or move up to 25 pounds.

Working conditions:

- Work is primarily performed in a typical office environment.

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



CLASSIFICATION SPECIFICATION

Classification Specification Name: Air Quality Engineer Associate/I/II

Class Codes: 9P001 / 8P002 / 7P004

Salary Grade: 130/132/136

Bargaining Unit: Represented, Professional

Established Date: September 2, 2026

Revision Date:

CLASSIFICATION SUMMARY

Under immediate to general supervision, performs air quality engineering work in a variety of areas such as permit application evaluation, air pollutant emissions, toxic risk screening and assessment evaluations, compliance audits, modeling, source inventory, source testing, and rule development. Work assignments vary in scope and complexity depending on the level of the classification.

DISTINGUISHING CHARACTERISTICS

Air Quality Engineer Associate is the trainee-level class of the engineering series. This class is designed for recent graduates and early career individuals entering the profession. Initially under immediate supervision, incumbents perform routine technical tasks while receiving training in Air District policies, procedures, regulatory programs, and specialized air quality engineering practices. Work is designed to develop the knowledge and skills required of an Air Quality Engineer. Incumbents are expected to advance to the Air Quality Engineer I level after satisfactory completion of one year of training and demonstrated proficiency in assigned duties.

Air Quality Engineer I is the entry-level class of the engineering series. Under general supervision, incumbents perform a variety of air quality engineering duties while learning Air District policies and procedures and specialized air quality knowledge. As experience is gained, the work becomes increasingly more diversified and is performed with greater independence of action within established guidelines. This class is alternately staffed with

Air Quality Engineer II and incumbents may advance to the higher level classification after gaining experience and demonstrating proficiency which meets the qualifications for the higher-level class.

Air Quality Engineer II is the journey-level class in the series, fully proficient to perform the full range of duties and various difficult air quality engineering work. Incumbents are expected to exercise more initiative and independent judgment and are responsible for assignments requiring a higher degree of working knowledge.

This class is distinguished from Senior Air Quality Engineer in that the latter performs the more complex air quality engineering duties and provides lead direction on projects.

SUPERVISION RECEIVED AND/OR EXERCISED

Supervision is provided by a supervisor or manager. No supervision is exercised over others.

EXAMPLES OF DUTIES

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

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

Reviews and evaluates permit applications, including calculating emission rates and permit fees, determining compliance with air quality regulations, recommending best available control technology, defining permit conditions, and issuing authority to construct and/or permits to operate. Recommends approval or denial of permit application.

Processes annual data updates for permit renewals.

Conducts screening and health risk assessments, including emissions calculations, air dispersion modeling, and risk analysis.

Reviews permit and enforcement files to prepare responses for variance requests, violation notices, case summaries and hearing board referrals. Recommends appropriate actions.

Uses a computer terminal and a variety of software to make engineering calculations, enter and retrieve data, and monitor and correct data entry; investigates and corrects errors in the Permitting & Compliance System.

Conducts onsite inspections, environmental audits, and compliance evaluations to verify regulatory adherence. Recommends appropriate actions, including issuing violation notices.

Performs routine source testing using various testing methods to determine compliance with federal, state, and Air District regulations.

Conducts performance audits on emission monitoring systems to identify and assess instances where emissions exceed regulatory limits.

Observes and reviews third-party performance of facility source tests to ensure source tests are performed to Air District standards. Reviews final source test reports and determines suitability of test data.

Assists with evaluating submissions to install and/or modify continuous emission monitoring equipment.

Reviews, calculates, evaluates, summarizes and records emissions data collected electronically or manually from scientific/analytical instrumentation, and ensures accuracy, completeness, validity, and compliance with Air District, state, and federal standards.

Evaluates source categories, pollutant emissions, control technology efficacy, and associated costs and impacts.

Analyzes and develops emissions inventories to determine baseline emissions and reduction estimates for rules under development.

Calculates, reviews and corrects emissions inventories. Evaluates accuracy of source emission calculations and methodologies.

Collaborates and works closely with internal and external professional and technical staff to conduct scientific research and engineering evaluations. Participates in developing regulations to control air pollutants, including pollutants contributing to climate change and localized air quality impacts in overburdened communities.

Researches new and revised rules and procedures for regulation of air quality. Determines emissions and potential emission reductions and cost controls. Establishes control level and technology.

Analyzes, develops and implements cost effectiveness and incremental cost effectiveness calculations for a wide variety of sources in industries with a variety of control options.

Works closely with internal and external professional and technical staff to perform and review economic and environmental analyses.

Responds to industry, public and Air District inquiries regarding rule development and the associated processes, regulation interpretation, permit preparation, various compliance measures and emission calculation methods.

Prepares technical assessment reports, policy documents, and presentation to Air District staff, executives, board members, and community groups, and other external stakeholders.

Engages and interacts with external stakeholders such as affected industry representatives, community advocates and residents, other governmental staff members, and technical experts.

Attends workshops, trainings, and meetings and provides technical information regarding assigned engineering analyses, established Air District requirements, procedures, and regulations.

Works closely with other Air District divisions to enhance engagement and strengthen partnerships with key community stakeholders.

May testify on behalf of the Air District.

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

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

Air Quality Engineer Associate: Bachelor's degree from an accredited college or university in environmental, chemical, mechanical, petroleum engineering or a closely related field.

Air Quality Engineer I: In addition to the above, one year of air quality or environmental engineering experience.

Air Quality Engineer II: In addition to the above, two years of air quality or environmental engineering experience.

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

LICENSES AND CERTIFICATIONS:

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

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

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

Knowledge of:

Engineering principles and practices.

Air pollution analysis techniques and control methodologies

Applicable local, state, and federal laws, rules, and regulations.

Industrial chemical processes and air pollution control equipment.

Computer operation as related to engineering studies and applications.

Skills in:

Applying sound engineering principles and techniques in a variety of air quality engineering matters.

Computing complex engineering calculations quickly and accurately.

Performing detailed analyses of designs, specifications, and plans.

Interpreting and understanding rules and regulations.

Conducting routine air quality engineering studies using established methods and procedures.

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

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

Exercising sound independent judgment within established guidelines.

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

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical demands:

Some positions in this classification may require the following:

- Sitting for long periods of time and walking and/or standing is only required occasionally.
- View computer screens and type for prolonged periods of time.
- Climb stairs, ladders, and towers.
- Use Personal Protective Equipment (PPE) to avoid or limit chemical and physical hazard exposure.
- Lift or move equipment and materials up to 50 pounds.

Working conditions:

- Work is primarily performed in a typical office environment.
- May be required to work or attend public and other meetings after standard working hours.
- Occasional travel to facilities for site visits.
- Potential exposure to toxic or hazardous materials when visiting facilities.

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



CLASSIFICATION SPECIFICATION

Classification Specification Name: Air Quality Inspector I/II

Class Codes: 8T003/7T005

Salary Grade: 130/134

Bargaining Unit: Represented, Technical/General

Established Date: September 2, 2026

Revision Date:

CLASSIFICATION SUMMARY

Under general supervision, performs a full range of inspections and investigations of manufacturing, industrial, commercial, agricultural and residential facilities that are potential sources of air pollution.

DISTINGUISHING CHARACTERISTICS

Air Quality Inspector I is the entry-level class in this inspector series. Initially under close supervision, incumbents learn the principles and practices necessary in enforcing and monitoring air pollution control regulations within the Air District's geographical area. Incumbents conduct inspections, investigate air pollution-related complaints by citizens, determine sources of emissions, and assist in educating the public about air quality control. As experience is gained, duties become more diversified and are performed with greater independence within established guidelines. This class is alternately staffed with Air Quality Inspector II, and incumbents may advance to the higher level after gaining experience and demonstrating proficiency which meet the qualification of the higher-level class.

Air Quality Inspector II is the journey-level class in this series, fully proficient to perform the entire range of inspection assignments requiring considerable professional judgment and knowledge of a variety of industries.

This class is distinguished from Senior Air Quality Inspector in that the latter performs the more complex inspection duties and provides lead direction on projects.

SUPERVISION RECEIVED AND/OR EXERCISED

Supervision is provided by a supervisor or manager. No supervision is exercised over others.

EXAMPLES OF DUTIES

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

Conducts inspections and investigations of commercial and industrial facilities such as, but not limited to, petroleum refineries, power plants, semiconductor manufacturing facilities, toxic and hazardous materials operations, and complicated industrial operations, to determine compliance with applicable local, state, and/or federal regulations.

Responds to complaints from the public regarding air quality concerns. Response may include conducting site visits, collecting samples, reviewing laboratory analysis, and completing required documentation according to Air District policies and procedures.

Conducts grid surveillance to detect and document permit and emissions violations.

Issues Notices of Violation (NOVs) to facilities found in violation of applicable local, state, and/or federal regulations.

Prepares a variety of written materials for internal and external audiences, including technical reports, compliance guidance memoranda, case summaries, incident response summaries, compliance verification reports, complaint reports, and violation reports.

Coordinates inspections to determine and ensure the consistent technical application and interpretation of new and revised rules and regulations.

Participates in developing and testing new inspection and complaint investigation methods and techniques.

Reviews facility data for accuracy and validity and coordinates data audits as necessary.

Uses a variety of monitoring equipment and instrumentation to measure and evaluate various emissions and particulates.

Conducts plume evaluations and records findings. Obtains photographic evidence to document conditions and results at inspection sites.

Interact with businesses and the public to provide information and assistance regarding Air District regulations, permits, and compliance and enforcement policies and procedures.

Coordinates with other governmental agencies regarding the investigation of complex community air pollution exposures, such as highly toxic spills.

Represents the Air District before the Hearing Board or courts regarding violations of applicable regulations.

Represents the Air District with technical personnel, other governmental agencies, and the public.

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

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

Air Quality Inspector I: Bachelor's degree from an accredited college or university in chemistry, engineering, environmental science or a closely related field.

Air Quality Inspector II: In addition to the above, two years of experience performing air quality inspections and/or specialist work.

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

LICENSES AND CERTIFICATIONS:

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

Positions require a California Air Resources Board Visible Emissions Evaluation Certification obtained within 6 months of employment.

Positions require HAZWOPER certification and recertification annually, and any other mandatory training classes as determined by management.

OTHER REQUIREMENTS

Annual occupational physical, respirator fit-testing. Self-Contained Breathing Apparatus (SCBA) fit-testing, if applicable.

KNOWLEDGE AND SKILLS

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

Knowledge of:

Theories, principles, and practices of air quality measurements, inspection, and enforcement, including environmental research and analysis.

Applicable state and federal laws, rules, and regulations.

Basic legal principles as they relate to environmental compliance and enforcement.

Basic principles of engineering, chemistry, physics, and biology as they relate to air quality programs.

Industrial processes and equipment used in air pollution control.

Common biological, chemical, and physical processes that cause air pollution and their long and short-term impacts and effects.

General principles of data quality and control.

Industrial practices and techniques to modify production processes and equipment to reduce emissions.

Record-keeping and reporting principles and practices.

General principles of records management.

Skills in:

Analyzing and interpreting technical and legal rules, policies, and procedures.

Reading and understanding technical and engineering diagrams and processes.

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

Communicating technical and non-technical information verbally and in writing to various audiences.

Exercising sound independent judgment within established guidelines.

Establishing and maintaining effective working relationships with those contacted in the course of the work, both internally and externally.

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical demands:

Some positions in this classification may require the following:

- Stand for long periods and walk long distances including unstable ground conditions and steep terrain.
- Bend, squat, twist, kneel, push, and pull.
- Sit for long periods of time performing computer work and while driving.
- View computer screens and type for prolonged periods of time.
- Climb stairs, ladders, and towers.
- Use Personal Protective Equipment (PPE), such as but not limited to, half-face respirators, Self-Contained Breathing Apparatus (SCBA), and/or flame and chemical resistant clothing, to avoid or limit chemical and physical hazardous materials when visiting facilities.
- Lift and carry 40 pounds in unstable ground conditions for extended periods.
- Smell to detect odors.

Working conditions:

- Work is performed in various environments, both indoors and outdoors, including in inclement weather, active construction zones, gas stations and refineries, and facilities.
- Often exposed to loud noises and machinery.
- Potential exposure to toxic or hazardous materials when visiting facilities.
- May be exposed to ticks, snakes, and other wildlife.
- May be required to work after standard working hours. On-call duties may be required.
- Frequent local travel.
- Required to take assigned Air District vehicle home in response to after-hours and/or on-call duties.

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



CLASSIFICATION SPECIFICATION

Classification Specification Name: Air Quality Instrument Specialist I/II

Class Codes: 8T004/7T006

Salary Grade: 130/134

Bargaining Unit: Represented, Technical/General

Established Date: September 2, 2026

Revision Date:

CLASSIFICATION SUMMARY

Under general supervision, installs, operates, maintains, calibrates, and repairs instruments and equipment used in air monitoring, quality assessment, source testing, and meteorological data collection work.

DISTINGUISHING CHARACTERISTICS

Air Quality Instrument Specialist I is the entry-level class in the instrument specialist series. Initially under close supervision, incumbents learn the equipment and procedures used in air quality monitoring, quality assessment, source testing and meteorological data collection work. As experience is gained, assignments become more diversified and require greater job knowledge, discretionary review, and determination with less supervision. This class is alternately staffed with Air Quality Instrument Specialist II and incumbents may advance to the higher level after gaining experience and demonstrating proficiency which meets the qualifications of the higher-level class.

Air Quality Instrument Specialist II is the journey-level class in the instrument specialist series, fully proficient to perform a wide range of technical duties related to air quality instrumentation. Incumbents are responsible for applying theoretical and practical technical knowledge and skills.

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

SUPERVISION RECEIVED AND/OR EXERCISED

Supervision is provided by a program supervisor or manager. No supervision is exercised over others.

EXAMPLES OF DUTIES

Installs, operates, maintains, calibrates, and repairs ambient air monitoring, meteorological, or source test equipment and instrumentation.

Evaluates instrument performance, troubleshoots malfunctioning equipment, and replaces or repairs parts, components, and assemblies.

Operates and maintains field computers, computer hardware/software, databases, telecommunications, and data devices in stand-alone and networked data acquisition systems and troubleshoots these systems when errors or malfunctions occur.

Ensures that data systems meet the needs of the Air District in compliance with local, state, and federal regulations for the storage, processing, and transmittal of regulatory data.

Conducts routine data review and quality control on collected ambient data and instrument diagnostic information.

Conducts mobile, portable, or stationary source-oriented monitoring.

Prepares and collects various samples of ambient and source air pollutants at air monitoring and stationary sites and transports to laboratory for analysis.

Conducts quality assessment functions on ambient air monitoring, ground level monitoring, and source-testing equipment and ensures accurate calibration in conformance with Air District, state and federal standards.

Conducts, assists, monitors and attends community air monitoring projects and events, inter-agency audits, and other special projects as directed

Reviews, evaluates, summarizes, and records data collected electronically or manually from scientific/analytical instrumentation, and ensures accuracy, completeness, validity, and compliance with Air District, state, and federal standards.

Provides fabrication support for development and construction of monitoring platforms.

Observes and evaluates source tests conducted by independent testing firms and audits by other regulatory agencies and contractors. Audits private industry ground-level instrumentation.

Recommends new or alternate equipment and procedures.

Maintains detailed technical records and prepares periodic and special reports.

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

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

Air Quality Instrument Specialist I: Bachelor's degree from an accredited college or university in chemistry, computer science, electronics, engineering, environmental science, mathematics, meteorology, physics, atmospheric sciences, or a closely related field.

Air Quality Instrument Specialist II: In addition to the above, two years of experience installing, operating and maintaining air monitoring and quality assessment instruments and equipment.

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

LICENSES AND CERTIFICATIONS:

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

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

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

Knowledge of:

Theories, principles, and practices of air quality measurements or inspection and enforcement, including environmental research and analysis.

Principles, practices and equipment used in ambient air sampling, ambient air monitoring, quality control, quality assessment, source test sampling and meteorological monitoring.

Methods, practices, and tools used in installing, operating, maintaining, repairing, testing, and adjusting scientific/analytical recording and measuring devices including electro-mechanical, pressure, and electronic.

Applicable state and federal laws, rules and regulations.

Environmental justice principles.

Basic principles of chemistry, physics, and electronics.

Industrial equipment used in air pollution control.

Common biological, chemical, and physical processes that cause air pollution and their long and short-term impacts and effects.

General principles of data quality and control.

Industrial practices and techniques to modify production processes and equipment to reduce emissions.

Record-keeping, records management, and reporting principles and practices.

Health and safety protocols.

Skills in:

Installing, operating, calibrating, repairing, and maintaining a variety of scientific measuring devices, electrical systems, and electronic instrumentation.

Ability to collect, organize, analyze, and interpret data using data tools such as R, Python, and others.

Reading and understanding technical diagrams and processes.

Communicating technical and non-technical information verbally and in writing to various audiences.

Exercising sound independent judgment within established guidelines.

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

Basic competence with hand and power tools.

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical demands:

Some positions in this classification may require the following:

- Walking, sitting, and/or standing for long periods of time.
- View computer screens and type for prolonged periods of time.
- Climb rooftops, stairs, ladders, and towers while carrying equipment and tools.
- Work at heights of up to 150 feet.
- Lift and carry 40 pounds in unstable ground conditions for extended periods.
- Move cylinders of compressed gas weighing up to 120 pounds with assistance.
- Use Personal Protective Equipment (PPE) to avoid or limit chemical and physical hazard exposure.

Working conditions:

- Work is performed in various environments, including typical office environments, Air District monitoring vans, and Air District monitoring stations May perform work outdoors in inclement weather.
- Frequent travel to facilities and monitoring stations for instrument inspections.
- Potential exposure to chemicals and toxic or hazardous materials when visiting facilities.
- May be required to take assigned Air District vehicle home.
- May be required to operate multiple types of Air District vehicles, such as compact vehicles, sedans, large vans and trucks, pickup trucks, etc.

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

CLASSIFICATION SPECIFICATION

Classification Specification Name: Air Quality Instrument Technician

Class Codes: 7T040

Salary Grade: 126

Bargaining Unit: Represented, Technical/General

Established Date: September 2, 2026

Revision Date:

CLASSIFICATION SUMMARY

Under close supervision, performs a variety of routine technical work relating to air monitoring, quality assessment, and source testing instrumentation, and meteorological data collection.

DISTINGUISHING CHARACTERISTICS

The Air Quality Instrument Technician is the entry-level class in the instrumentation support classification. Under close supervision, incumbents learn Air District operating procedures while performing the more routine assignments within an established procedural framework.

This class is distinguished from Air Quality Instrument Specialist I/II in that the latter is responsible for the broader range of instrumentation duties, requiring greater job knowledge, discretionary review, and increased independence.

SUPERVISION RECEIVED AND/OR EXERCISED

Supervision is provided by a program supervisor or manager. No supervision is exercised over others.

EXAMPLES OF DUTIES

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

Learns and assists with installing, operating, maintaining, calibrating, and repairing air monitoring, meteorological, and source test equipment and instrumentation.

Evaluates instrument performance, troubleshoots malfunctioning equipment and replaces or repairs parts.

Operates and maintains field computers, computer hardware/software, databases, telecommunications, and data devices in standalone and networked data acquisition systems and troubleshoots these systems when errors or malfunctions occur.

Reviews, evaluates, summarizes and records data collected electronically or manually from scientific/analytical instrumentation, and ensures accuracy, completeness, validity, and compliance with Air District, state, and federal standards.

Conducts routine data review and quality control on collected ambient data and instrument diagnostic information.

Prepares, collects, and processes data, samples, reagents and filters.

Maintains detailed technical records, standard operating procedures, and logbooks.

Assists with development of procedures and associated documentation.

Conducts mobile, portable or stationary source-oriented monitoring. Prepares and collects various samples of ambient air pollutants at air monitoring and stationary sites.

Conducts quality control functions on air monitoring and source test equipment and ensures accurate calibration in conformance with Air District, state, and federal standards.

Provides fabrication support for development and construction of monitoring platforms.

Transports consumables, materials, samples, standards, and supplies between field sites, offices, and the laboratory.

Organizes inventory and orders supplies.

Provides general logistics assistance and coordination to procure services and organize logistical matters. Interacts with internal staff and external stakeholders to enhance internal coordination and community engagement on air quality programs.

Perform other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

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

Associate's degree in chemistry, computer science, electronics, engineering, environmental science, mathematics, meteorology, physics, atmospheric sciences. or closely related field.

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

LICENSES AND CERTIFICATIONS:

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

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

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

Knowledge of:

Applicable state and federal laws, rules and regulations.

Air pollutants and their impacts and sources.

General principles of data quality and control.

Electronics and mechanical systems.

Calibration and maintenance of sensors and other precision instruments.

Industry language and terms.

Environmental justice principles.

Record-keeping, records management, and reporting principles and practices.

Skills in:

Performing accurate data entry, data management, and reporting.

Demonstrating attention to detail, strong organizational skills and proactive problem-solving.

Using hand tools and diagnostic equipment.

Following detailed instructions and standard operating procedures.

Time management and prioritizing multiple tasks while meeting established deadlines.

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

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical demands:

Some positions in this classification may require the following:

- Walking, sitting, and/or standing for long periods of time.
- View computer screens and type for prolonged periods of time.
- Climb rooftops, stairs, ladders, and towers while carrying equipment and tools.
- Work at heights of up to 150 feet.
- Lift and carry 40 pounds in unstable ground conditions for extended periods.
- Move cylinders of compressed gas weighing up to 120 pounds with assistance.
- Use Personal Protective Equipment (PPE) to avoid or limit chemical and physical hazard exposure.

Working conditions:

- Work is performed in various environments, including typical office environments, Air District monitoring vans, and Air District monitoring stations. May perform work outdoors in inclement weather.
- Frequent travel to facilities and monitoring stations for instrument inspections.
- Potential exposure to chemicals and toxic or hazardous materials when visiting facilities.
- May be required to take assigned Air District vehicle home in response to after-hour and/or on-call duties.
- May be required to operate multiple types of Air District vehicles, such as compact vehicles, sedans, large vans and trucks, pickup trucks, etc.

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



CLASSIFICATION SPECIFICATION

Classification Specification Name: Air Quality Laboratory Assistant

Class Codes: 7T041

Salary Grade: 126

Bargaining Unit: Represented, Technical/General

Established Date: September 2, 2026

Revision Date:

CLASSIFICATION SUMMARY

Under close supervision, this standalone classification performs routine chemical analyses and other air quality laboratory support services.

DISTINGUISHING CHARACTERISTICS

Air Quality Laboratory Assistant is the entry level in the laboratory support series. Under close supervision, incumbents learn Air District policies, procedures, and regulations and perform clearly defined duties involved with cleaning and maintaining laboratory material and equipment and performing standard routine analysis. As knowledge and experience is gained, assignments are performed with more independence within established guidelines and procedures.

EXAMPLES OF DUTIES

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

Assists laboratory personnel with pre and post analysis preparation.

Prepares air quality samples for analysis.

Conducts routine laboratory analyses utilizing chemical and analytical instrumentation.

Prepares technical reports.

Ensures compliance with safety practices and procedures in handling chemicals and compressed gas cylinders.

Calibrates laboratory instruments for reliability of performance.

Prepares samples submitted by Air District field personnel for analysis by chemists.

Prepares standard reagents used in laboratory and field analysis.

Cleans, prepares, and routinely inspects laboratory equipment.

Prepares and maintains a variety of logs, records and reports related to the work performed.

Coordinates transportation of samples and maintains chain of custody documentation. Archives samples.

Maintains accurate and complete laboratory records and data documentation.

Assists in ordering and monitoring laboratory supplies and chemicals.

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

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

Associate's degree in chemistry, mathematics, statistics, and other physical sciences or one year of experience in technical laboratory support work.

KNOWLEDGE AND SKILLS

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

Knowledge of:

Laboratory techniques and instruments, particularly in air quality analysis.

Methods and techniques used in routine quantitative laboratory analysis.

Methods and procedures in sample receiving and storage.

Terminology and symbols used in chemical analysis, and the chemical properties of air contaminants.

Safety practices and procedures in handling hazardous materials and compressed gas cylinders.

Skills in:

Data entry and management, as well as statistical analysis to ensure data quality and accuracy.

Written, verbal, and listening communication.

Attention to detail and organization.

Time management and prioritizing multiple tasks while meeting established deadlines.

Effectively and quickly responding to demands in a proactive manner.

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

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical demands:

Some positions in this classification may require the following:

- Sit or stand for long periods using laboratory instrumentation and a computer.
- Bend, squat, twist, kneel, push, and pull.
- Lift, carry, and push up to 20 pounds unassisted and 50 pounds assisted.
- Use Personal Protective Equipment (PPE) to avoid or limit chemical and physical hazard exposure.

Working conditions:

- Work is primarily performed in a professional laboratory environment.
- Exposure to toxic and hazardous materials.
- May be exposed to temperature extremes.
- May be exposed to loud noise and machinery.
- Occasional travel to conferences, workshops, and trainings.
- May be required to work after standard working hours.

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



CLASSIFICATION SPECIFICATION

Classification Specification Name: Air Quality Specialist I/II

Class Codes: 8T007/7T009

Salary Grade: 130/134

Bargaining Unit: Represented, Technical/General

Established Date: September 2, 2026

Revision Date:

CLASSIFICATION SUMMARY

Under general supervision, performs a variety of research and analysis related to the administration, development, and implementation of air quality programs.

DISTINGUISHING CHARACTERISTICS

Air Quality Specialist I is the entry-level class in the air quality specialist series. Initially under close supervision, incumbents learn Air District procedures and policies while performing routine research and analysis and administering various air quality programs. As experience is gained, duties become more diversified and are performed with greater independence of action within established guidelines. This class is alternately staffed with Air Quality Specialist II, and incumbents may advance to the higher-level classification after gaining experience and demonstrating proficiency which meets the qualifications of the higher-level class.

Air Quality Specialist II is the journey-level class of this series, fully proficient in performing various difficult work. Incumbents are expected to exercise more independent judgment, initiative and decision making, and are responsible for assignments requiring a higher degree of working knowledge, skill and initiative with minimal day-to-day supervision. Incumbents may provide training and technical guidance to staff.

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

SUPERVISION RECEIVED AND/OR EXERCISED

Supervision is provided by a supervisor or manager. No supervision is exercised over others.

EXAMPLES OF DUTIES

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

Drafts and revises various existing air quality programs, rules, regulations, policies, and procedures. Researches technical feasibility and new control proposals for new or revised rules.

Drafts plans and documentation for the measurement, quality control, and quality assurance, and analysis of air quality data.

Extracts, analyzes, and ensures the quality of data.

Reviews and researches recommendations concerning air quality programs, plans, legislation, and regulations and prepares related reports and correspondence.

Administers air quality programs including reviewing plans, monitoring effectiveness, and recommending resolution of problem situations.

May calculate emissions reductions and assess emissions inventories, conduct economic impacts analyses, and perform other technical work.

Confers with industry representatives, Air District staff, the public, and other agencies to obtain and disseminate technical and operational information.

Drafts, reviews, and analyzes air quality reports and other documents. Conducts inquiries and compiles and researches information.

Researches and studies air quality and climate issues. Reviews and summarizes data, prepares special and periodic reports.

Drafts, implements, recommends, and revises forms, webpages, and other program tools.

Maintains data and data systems supporting Air District programs.

Responds to requests for technical, operational, and administrative information about air quality programs. Explains and interprets technical policies, rules, and regulations.

Prepares and coordinates technical program training for Air District staff. Develops and coordinates training aids and materials, and conducts staff training.

Interacts and represents the Air District with industry, the public, and other agencies.

Organizes and participates in workshops and meetings. Provides consultation and advice to individuals and businesses in matters related to area of expertise.

Prepares graphs, charts, statistical summaries, and technical reports and policy documents.

Presents to Air District staff, executives, board members, community groups and other external stakeholders. Briefs executives and Board members.

Maintains detailed technical records, standard operating procedures, and logbooks to comply with regulatory guidelines.

Administers the records management program.

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

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

Air Quality Specialist I: Bachelor's degree from an accredited college or university in chemistry, environmental engineering, environmental science, meteorology, or a closely related field.

Air Quality Specialist II: In addition to the above, two years of experience developing and administering air quality programs.

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

LICENSES AND CERTIFICATIONS:

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

OTHER REQUIREMENTS

Other Requirements

None.

KNOWLEDGE AND SKILLS

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

Knowledge of:

Theories, principles and practices of air quality and environmental research and analysis.

Applicable local, state and federal laws, rules, and regulations.

Basic legal principles as they relate to environmental compliance and enforcement.

Basic principles of engineering, chemistry, physics, and biology as they relate to air quality programs.

Industrial processes and equipment used in air pollution control.

Common biological, chemical and physical processes that cause air pollution and their long and short-term impacts and effects.

General principles of data quality and control.

Industrial practices and techniques to modify production processes and equipment to reduce emissions.

Record-keeping and reporting principles and practices.

General principles of records management

Skills in:

Developing and administering effective air quality programs.

Analyzing and researching technical air pollution issues, evaluating alternative solutions, and developing effective recommendations.

Analyzing and interpreting technical and legal rules, policies, and procedures.

Reading and understanding technical and engineering diagrams and processes.

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

Communication both verbal and written, including communicating technical information to people at all levels of technical knowledge. Exercising sound independent judgment within established guidelines.

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

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical demands:

Some positions in this classification may require the following:

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

Working conditions:

- Work is primarily performed in a typical office environment.
- May be required to work or attend public and other meetings after standard working hours.
- Occasional travel to facilities for site visits.

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



CLASSIFICATION SPECIFICATION

Classification Specification Name: Air Quality Technician

Class Codes: 7T042

Salary Grade: 126

Bargaining Unit: Represented, Technical/General

Established Date: September 2, 2026

Revision Date:

CLASSIFICATION SUMMARY Under close supervision, performs specialized technical and administrative work supporting air quality compliance and enforcement and permitting programs such as processing violation reports, permits, and other program applications.

DISTINGUISHING CHARACTERISTICS

Air Quality Technician is the entry level in this Air Quality Technician series. Under close supervision, incumbents learn Air District policies, procedures, and regulations and provide support in compliance and enforcement and permitting programs. As technical knowledge and experience is gained, assignments are performed with more independence within established guidelines and procedures and under more general supervision.

This class is distinguished from the Senior Air Quality Technician in that the latter is responsible for providing lead direction and completing more complex technical support work.

SUPERVISION RECEIVED AND/OR EXERCISED

Supervision is provided by a supervisor or manager. No supervision is exercised over others.

Examples of Duties

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

Processes and evaluates permit applications, permit renewals, notifications, petitions and other documents in accordance with established procedures and in compliance with regulations.

Reviews, verifies, and enters information for quality assurance.

Preliminary screens for health risk assessment requirements and recommends approval or denial of permits.

Responds to general inquiries regarding Air District programs. Assists the public in navigating the submission process. Provides necessary information and explains the Air District regulations and fees.

Receives and routes a wide variety of communication from the public, Air District staff, and outside agencies; provides information as appropriate.

Maintains status of and disseminates information to staff.

Receives, logs, reviews, and processes air quality program surveys and reports.

Visits source sites to evaluate facilities and equipment for compliance.

Compiles data and prepares reports.

Coordinates with schools and vendors in support of public notices

Maintains forms and webpages.

May testify on behalf of the Air District at the Hearing Board.

Assists with public records requests and assists with gathering documents.

May present at meetings and provide training.

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

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

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

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

KNOWLEDGE AND SKILLS

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

Knowledge of:

Basic administration support processes.

Records management best practices.

Document retention procedures.

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

Relevant computer software or applications.

Skills in:

Performing accurate data entry, data management, and reporting.

Interpreting and applying technical rules and regulations.

Communicating effectively through verbal, listening, and written communication.

Demonstrating attention to detail and strong organizational skills.

Preparing clear and concise reports, data summaries, and other written and graphic documents.

Using initiative and exercising sound independent judgment within established guidelines.

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

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical demands:

Some positions in this classification may require the following:

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

Working conditions:

- Work is primarily performed in a typical office environment.
- May be required to work after standard working hours.

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

DRAFT



CLASSIFICATION SPECIFICATION

Classification Specification Name: Analyst I/II

Class Codes: 8P006/ 7P017

Salary Grade: 130/134

Bargaining Unit: Represented, Professional

Established Date: September 2, 2026

Revision Date:

CLASSIFICATION SUMMARY

Under general supervision, performs professional-level analytical work to support various assigned functional areas, including budget, finance, procurement, business services, diversity, equity and inclusion, facility management, fleet management, general administration, legal, and specialized division-specific programs.

DISTINGUISHING CHARACTERISTICS

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

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

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

SUPERVISION RECEIVED AND/OR EXERCISED

Supervision is provided by a supervisor or manager. No supervision is exercised over others.

EXAMPLES OF DUTIES

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

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

Coordinates and performs day-to-day administration of assigned programs, projects, and initiatives in accordance with established organizational objectives, applicable laws, policies, funding requirements, program guidelines and regulatory requirements.

Researches, collects, compiles, analyzes, and evaluates data, records, reports, case files, and other information for assigned programs to identify trends, assess compliance, negotiate settlements, or evaluate outcomes. Prepares findings and drafts for review and consideration to make informed recommendations.

Conducts research and interviews, gathers evidence, resolves discrepancies, and make determinations and recommendations for proposed actions.

Participates in the development, implementation, and monitoring of policies, procedures, and administrative systems to enhance efficiency, ensure compliance, and program processes.

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

Assists with developing performance metrics and monitoring applicable tools to track program outcomes.

Provides technical assistance, information, guidance, and interpretation regarding assigned programs, policies, and procedures, regulations, compliance requirements, and enforcement processes to internal and external stakeholders.

Reviews, monitors, evaluates and processes applications, agreements, contracts, payment requests, reports, enforcement records and other documents to ensure

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

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

Assists with preparing and monitoring budgets, including analyzing expenditures, may identify cost-saving opportunities, and may forecast financial needs.

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

Coordinates and supports workshops, public meetings, trainings and development efforts, including preparing and presenting training materials.

Represents the Air District before internal or external agencies, hearings, meetings, or other proceedings.

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

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

Analyst I: Bachelor's degree from an accredited college or university and one year of professional experience in analytical or programmatic work.

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

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

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

LICENSES AND CERTIFICATIONS:

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

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

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

Knowledge of:

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

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

Principles of mathematical and statistical computations.

Procurement and contract processes.

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

Research and reporting methods, techniques, and procedures.

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

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

Principles and practices of public sector administration and government operations.

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

Record keeping principles and procedures.

Skills in:

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

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

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

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

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

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

Communicating effectively through verbal, listening, and written communication

Identifying issues, evaluating options, and implementing effective solutions.

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

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

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical demands:

Some positions in this classification may require the following:

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

Working conditions:

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

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



CLASSIFICATION SPECIFICATION

Classification Specification Name: Grants and Community Program Specialist I/II

Class Codes: 8T013/7T032

Salary Grade: 130/134

Bargaining Unit: Represented, Technical/General

Established Date: September 2, 2026

Revision Date:

CLASSIFICATION SUMMARY

Under general supervision, performs professional work in the administration of grants, and incentives and community programs.

DISTINGUISHING CHARACTERISTICS

Grants and Community Program Specialist I is the entry-level class in the grants and community program specialist series. Initially under close supervision, incumbents learn Air District, state, and federal procedures and policies while performing the more routine technical duties of grants, incentives, and community program administration. As experience is gained, assignments require greater job knowledge, discretionary review, and determination, and are performed with less supervision. This class is alternately staffed with Grants and Community Program Specialist II and incumbents may advance to the higher level after gaining experience and demonstrating proficiency which meets the qualifications of the higher-level class.

Grants and Community Program Specialist II is the journey-level class in this series, fully proficient in performing difficult and technical work related to the administration of grants, incentives, and community programs. In support of program operations, incumbents are expected to follow program guidelines, local, state, and federal regulations. Incumbents exercise independent judgement when making decisions on program eligibility, performance, and data management.

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

SUPERVISION RECEIVED AND/OR EXERCISED

Supervision is provided by a supervisor or manager. No supervision is exercised over others.

EXAMPLES OF DUTIES

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

Performs program administration, review, and analysis for grants, incentives, or related projects. Participates and assists in the development of policies and guidelines for assigned programs.

Researches technical feasibility and control proposals for new or revised programs.

Prepares, drafts, and revises grant contracts, amendments, scopes of work, and budgets in compliance with applicable regulations, guidelines, and policies.

Assists with developing and applying quality control and assurance measures to ensure the effectiveness of programs and appropriate application of methods in accordance with Air District policies, rules, and regulations.

Reviews applications, contracts, and other documents for accuracy and completeness. Makes determinations on application eligibility in accordance with applicable state, federal, and local rules, regulations, policies, and program requirements.

Reviews payment requests for accuracy and completeness, creates requisitions, and processes reimbursement requests and other payment requests for accuracy and completeness.

Monitors budget and expenditures and charges against simple agreements. Prepares cost analyses and fiscal status reports for management.

Provides support to applicants, grantees, vendors, community, stakeholders, industry experts, and other consultants.

Responds to inquiries and provides information concerning Air District rules, regulations, policies, and procedures. Explains and interprets technical rules and regulations regarding Air District programs.

Provides outreach and communication on behalf of the Air District with industry, community, the public and other agencies to obtain and disseminate educational, technical and operational information.

Works with communities and other stakeholders to assist with the development and implementation of strategies to improve programs effectiveness.

Prepares, drafts, and participates in review for Requests for Proposal (RFPs) and Requests for Quotations (RFQs).

Calculates emissions reductions, analyzes cost-effectiveness, assesses emissions inventories, conducts data research, and data analysis.

Maintains databases and program records. Analyzes data and prepares data reports.

Participates and assists in the development of policies and guidelines for assigned programs.

Reviews and makes recommendations for program streamlining and improvements to system processes.

Supports internal and external audits of programs. Reviews documents for audits.

Performs inspections to ensure compliance with program requirements.

Coordinates, plans, and facilitates workshops, meetings, and trainings on the technical application and interpretation of Air District programs, regulations, and rules to various audiences. Makes presentations and develops supporting materials.

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

Gathers and provides requested information, data, reports, or other information including state agency funding contracts, audits, and public records.

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

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

Grants and Community Program Specialist I: Bachelor's degree from an accredited college or university and one year of experience administering grant or incentive programs, community programs, or similar programs.

Grants and Community Program Specialist II: In addition to the above, one year of experience administering grant or incentive programs, community programs, or similar programs.

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

LICENSES AND CERTIFICATIONS:

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

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

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

Knowledge of:

Methods and techniques of program evaluation and data analysis.

Principles and practices of grant program development and administration, including budgeting, financial management and contract oversight.

Local, state, and federal air quality regulations, rules, regulatory changes, and industry advancements.

Air quality and environmental justice issues and concepts.

Grant management systems, spreadsheets, databases, and financial reporting tools.

Procurement processes, including Requests for Proposals (RFPs) and Requests for Quotations (RFQs).

Community engagement strategies and stakeholder collaboration.

Evaluating data, financial reports, and program metrics to make informed decisions.

Meeting facilitation, workshop development, and techniques for effective stakeholder engagement.

Skills in:

Developing, administering, and evaluating grant and incentive programs.

Identifying issues and developing solutions related to program administration and implementation.

Analyzing financial data, program metrics, and emissions impacts to inform decision-making.

Reviewing and interpreting policies, regulations, and technical information to ensure compliance.

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

Verbal and written communication, including active listening, to interact effectively with internal and external stakeholders, including the public and community.

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

Resolving conflicts and identifying solutions to improve program effectiveness.

Coordinating multiple assignments, meeting deadlines, and maintaining productivity in a fast-paced environment.

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical demands:

Some positions in this classification may require the following:

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

Working conditions:

- Work is primarily performed in a typical office environment.
- May attend and present at public events, workshops, and other meetings.
- May travel to outdoor locations where project equipment will be installed or operated to conduct basic inspections.
- Occasional work may be required on evenings, weekends, and holidays.
- Some local travel.

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

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CLASSIFICATION SPECIFICATION

Classification Specification Name: Grants and Community Program Supervisor

Class Codes: 5T009

Salary Grade: 142

Bargaining Unit: Represented, Technical/General

Established Date: September 2, 2026

Revision Date:

CLASSIFICATION SUMMARY

Under general direction, supervises the staff and activities and performs the most complex and highly specialized level of grants, incentives, and community programs

DISTINGUISHING CHARACTERISTICS

This is the supervisory level in the grants and community program specialist series. This class provides supervision and performs professional level work in grants, incentives, and community programs in support of the Air District's goals and objectives. Incumbents are responsible for accomplishing program goals and objectives within policy guidelines.

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

SUPERVISION RECEIVED AND/OR EXERCISED

Supervision is provided by a manager. Responsible for direct supervision of staff.

EXAMPLES OF DUTIES

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

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

Participates in the staff selection, prepares performance evaluations, and provides training and professional development for assigned staff.

Provides oversight of the program administration and development for grants, incentives, and community programs and related projects. Ensures projects are on track and properly resourced.

Supervises and leads the development of policies, procedures, manuals, and forms for programs. Analyzes issues, prepares reports, and recommendations.

Oversees the research of technical feasibility and proposals for new or revised programs, and coordinates the development of technological justifications for program initiatives.

Develops and applies quality control and assurance measures to ensure the effectiveness of programs and appropriate application of methods in accordance with Air District policies, rules, and regulations.

Prepares fiscal status reports for management. Advises contractors and management on issues related to contract administration and interpretation. Prepares cost analyses and financial recommendations.

Reviews grant applications, evaluations, reports, analyses, contracts, amendments, and payment processing from staff. Monitors expenditures and charges against agreements.

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

Supervises the preparation of contract documents and other agreements using standard Air District procedures. Reviews and negotiates contract terms and conditions.

Develops and conducts outreach and solicitation workshops and events for the public.

Oversees the maintenance of databases and program records.

Supervises internal and external audits for programs and inspections to ensure compliance with program requirements.

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

Represents the Air District with industry, community the public, and other agencies to obtain and disseminate technical and operational information.

Responds to inquiries and provides information concerning Air District rules, regulations, policies, and procedures. Explains and interprets technical rules and regulations regarding Air District programs.

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

Advises staff on technical, regulatory, or contractual issues.

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

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

Bachelor's degree from an accredited college or university and four years of experience administering grant or incentive programs, community programs, or similar programs, including at least one year of experience providing lead direction to staff.

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

LICENSES AND CERTIFICATIONS:

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

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

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

Knowledge of:

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

Theories, principles, and practices of program administration and project management, including applicable research and analysis.

Advanced principles and practices of grant program development, administration, and evaluation, including budgeting, financial management, and contract oversight.

Local, state, and federal air quality regulations, rules, regulatory changes, and industry advancements.

Grant management systems, financial reporting tools, and database management best practices.

Procurement processes, including Requests for Proposals (RFPs) and Requests for Quotations (RFQs).

Community engagement strategies, stakeholder collaboration, and public outreach best practices.

Meeting facilitation, workshop development, and techniques for effective stakeholder engagement.

Air quality and environmental justice issues and concepts.

Enterprise data management systems.

Skills in:

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

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

Developing and supervising effective programs.

Analyzing technical problems, evaluating alternative solutions, and developing effective recommendations.

Analyzing and interpreting technical and legal rules, policies, and procedures.

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

Exercising sound independent judgment within established guidelines.

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

Project and time management and prioritizing multiple tasks while meeting established deadlines.

Developing and coordinating implementation plans, special projects, and internal audit policies and procedures.

Resolving conflicts and identifying solutions to improve program effectiveness.

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical demands:

Some positions in this classification may require the following:

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

Working conditions:

- Work is primarily performed in a typical office environment.
- May attend and present at public events, workshops, and other meetings.
- May travel to outdoor locations where project equipment will be installed or operated to conduct basic inspections.
- Occasional work may be required on evenings, weekends, and holidays.
- Some local travel

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



CLASSIFICATION SPECIFICATION

Classification Specification Name: Grants and Community Program Technician

Class Codes: 7T043

Salary Grade: 126

Bargaining Unit: Represented, Technical/General

Established Date: September 2, 2026

Revision Date:

CLASSIFICATION SUMMARY

Under close supervision, performs a variety of administrative and coordination work in support of grants, incentives, and community programs.

DISTINGUISHING CHARACTERISTICS

Grants and Community Program Technician is the entry-level program support classification. Under close supervision, incumbents learn Air District procedures and policies while performing the routine duties that support grants, incentives, and community program administration including project evaluation based on prescriptive guidelines, project tracking, data management, outreach, payment processing, and stakeholder communication. As knowledge and experience is gained, assignments become more diversified and are performed with less supervision.

This class is distinguished from administrative support positions in that the latter provides general and routine office administrative support. This class is further distinguished from Grants and Community Program Specialist I/II in that the latter is responsible for the administration of grants, incentives, and community projects and programs requiring greater job knowledge, more complexity and additional discretionary review and determinations.

SUPERVISION RECEIVED AND/OR EXERCISED

Supervision is provided by a supervisor or manager. No supervision is exercised over others.

EXAMPLES OF DUTIES

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

Assists in the processing and coordination of Air District grants incentives, or community programs and projects.

Assists in the development and implementation of new or improved systems to increase program effectiveness and reduce operational cost.

Assists in the preparation of cost analyses.

Researches, compiles, analyzes, and summarizes a variety of data and informational materials.

Assists in editing, proofreading, and preparing reports.

Monitors various email inboxes, answers phones, and provides accurate and timely information.

Receives and screens visitors and telephone calls, providing factual information which requires the interpretation of policies and procedures.

Provides customer service to applicants, grantees, consultants, and community members.

Maintains and updates websites, databases, and systems.

Reviews routine and/or simple applications and other documents for accuracy and completeness.

Receives, logs, reviews, and processes documents, reports, and applications, and performs project inspections in accordance with established procedures and in compliance with applicable regulations, guidelines, and policies.

Reviews and tracks payment requests for accuracy and completeness, and processes reimbursement requests for contractors, vendors, and grantees, reviews payment requests for qualitative and quantitative discrepancies.

Schedules, attends, and participates in workshops, meetings, and trainings. Prepares materials and follows up as required.

Assists with preparing grant agreement and amendments, and compiles information for reports to funding sources, the Board of Directors, and other stakeholders.

Assists with internal and external program audits and reports including taking videos and pictures from site visits.

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

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

Associate's degree.

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

LICENSES AND CERTIFICATIONS:

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

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

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

Knowledge of:

Basic principles and practices of grant processing, incentives programs, and community program support.

Record keeping methods and high-volume data management techniques.

Basic accounting, budgeting, and financial tracking principles.

Basic knowledge of program planning, implementation, and evaluation.

Local, state, and federal air quality regulations relevant to grant and incentives programs.

Skills in:

Accurately entering, managing, and analyzing data to support program operations.

Providing responsive customer service to internal and external stakeholders.

Providing financial, accounting, and budgeting administrative support.

Demonstrating attention to detail, strong organizational skills and proactive problem-solving.

Applying policies and procedures to program administration and decision-making.

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

Communicating verbally and in writing, including drafting clear and concise reports, documents, and other correspondence.

Prioritizing and managing multiple tasks to meet deadlines effectively.

Working collaboratively in a team-oriented environment.

PHYSICAL DEMANDS AND WORKING CONDITIONS

Some positions in this classification may require the following:

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

Working conditions:

- Work is primarily performed in a typical office environment.
- May attend public events, workshops, and other meetings including after standard working hours.
- May travel to outdoor locations where project equipment will be installed or operated to conduct basic inspections.
- Some local travel.

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



CLASSIFICATION SPECIFICATION

Classification Specification Name: Principal Air Quality Engineer

Class Codes: 4P003

Salary Grade: 144

Bargaining Unit: Represented, Professional

Established Date: September 2, 2026

Revision Date:

CLASSIFICATION SUMMARY

Under general direction, performs the most complex and highly specialized level of air quality engineering activities in a variety of Air District functions.

DISTINGUISHING CHARACTERISTICS

This class provides the most complex and specialized professional air quality engineering services in support of the Air District's goals and objectives. Incumbents are technical subject matter experts, responsible for complex and sensitive engineering activities, and lead the development of programs. The work requires considerable technical knowledge and a high degree of initiative and independent judgement. This class is distinguished from Supervising Air Quality Engineer in that the latter assigns, supervises, and evaluates the work of assigned staff on a continuing basis. This class is also distinguished from Manager in that the latter has managerial responsibility for assigned programs and staff, and for all defined functional areas.

SUPERVISION RECEIVED AND/OR EXERCISED

Supervision is provided by a manager. No supervision is exercised over others.

EXAMPLES OF DUTIES

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

Coordinates or provides a lead role in executing the most complex assignments relating to air quality engineering programs and activities.

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

Researches and develops the most complex new and revised rules and procedures for regulation of air quality. Determines emissions and potential emission reductions and cost controls. Establishes control level and technology. Prepares technical assessment reports.

Participates and reviews other staff's work of program-related assignments.

Recommends and implements regulatory changes and systems development to comply with the regulatory permitting programs.

Supports others in handling of Hearing Board matters involving variances, abatements, and public nuisances. Testifies as expert witness before the Hearing Board.

Develops emission factors for complex facilities.

Coordinates the most complex health risk assessment analysis. Calculates toxic emissions, and determines and applies appropriate air dispersion models. Calculates maximum concentrations and risks. Recommends approval or denial of permit applications.

Develops, participates, and reviews compliance audits, source testing and sampling, analysis of the results and preparation of reports. Observes and audits private contractor tests.

Provides lead direction, reviews and participates in the study of accidental releases as complex facilities, rule effectiveness, hazardous material storage, transportation and handling.

Provides lead direction and develops complex relational databases for emissions inventory, reporting, and assessment to support the Air District's programs.

Provides lead direction, reviews and participates in community assistance programs, hazardous incident investigations, and technical review groups.

Develops and apply source test related Quality Assurance/Quality Control (QA/QC) metrics; employs best source test principles and practices to accurately evaluate facility emissions.

Coordinates with the California Air Resources Board, other local air districts, community groups, community members, environmental organizations, regulated industries, and other key stakeholders to reduce harmful air pollutants, especially in communities overburdened by air pollution.

Researches and develops recommendations concerning air quality and climate protection reports, programs, plans, legislation, and regulations.

Oversees cross-functional project teams; works with professional and technical staff to perform and lead assignments for developing regulations to control air pollutants.

Conducts technical seminars and represents the Air District in meetings with the public, industry and other agencies. Provides technical expertise to Air District staff, to industry, the public, and other agencies.

Leads the Air District's response to public and industry inquiries regarding regulation interpretation, permit preparation, various compliance measures, and emission calculation methods.

Leads, develops, and implements cost effectiveness and incremental cost effectiveness calculations for a wide variety of sources in industries with a variety of control options.

Provides lead direction to requests for technical, operational, and administrative information about Air District programs.

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

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

May testify on behalf of the Air District.

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

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

Bachelor's degree from an accredited college or university in environmental, chemical, mechanical, petroleum engineering or a closely related field and four years of air quality or environmental engineering experience.

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

LICENSES AND CERTIFICATIONS:

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

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

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

Knowledge of:

Engineering principles and practices.

Methods of technical research, statistical analysis, and data visualization.

Air pollution analysis techniques and control methodologies and equipment.

Applicable Air District rules and regulations and state and federal laws.

Air pollution control equipment and processes.

Principles and practices of computer science including programming and database structures.

Industrial chemical processes and equipment.

Scientific, environmental, engineering, and policy-making principles.

Basic legal principles of civil prosecution, particularly as they relate to the Air District's statutory authority and environmental compliance and enforcement.

Skill in:

Leading technical projects and cross-functional teams.

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

Applying sound engineering principles and techniques in a variety of air quality engineering matters.

Computing complex engineering calculations quickly and accurately.

Performing detailed analysis of designs, specifications and plans.

Prepare and operate sampling instruments, effectively judge test conditions, and maintain test accuracy and safe working practices.

Conducting a variety of air quality engineering studies.

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

Analyzing and interpreting technical and legal rules, policies and procedures.

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

Communicating technical and non-technical information verbally and in writing to various audiences.

Exercising sound independent judgement and decision making within established guidelines.

Presenting to and training various stakeholders. Disseminating complex information to groups and individuals with varying levels of technical knowledge.

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical demands:

Some positions in this classification may require the following:

- Sitting for long periods of time and walking and/or standing is only required occasionally.
- View computer screens and type for prolonged periods of time.
- Climb stairs, ladders, and towers.
- Use Personal Protective Equipment (PPE) to avoid or limit chemical and physical hazard exposure.
- Lift or move equipment and materials up to 50 pounds.

Working conditions:

- Work is primarily performed in a typical office environment.
- May be required to work or attend public and other meetings after standard working hours.
- Occasional travel to facilities for site visits.
- Potential exposure to toxic or hazardous materials when visiting facilities.

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

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CLASSIFICATION SPECIFICATION

Classification Specification Name: Principal Air Quality Instrument Specialist

Class Codes: 6T009

Salary Grade: 142

Bargaining Unit: Represented, Technical/General

Established Date: September 2, 2026

Revision Date:

CLASSIFICATION SUMMARY

Under general direction, performs the most complex and highly specialized level of assignments related air monitoring, quality assessment, source testing, and meteorological data collection.

DISTINGUISHING CHARACTERISTICS

This class provides the most complex and specialized air monitoring, quality assessment, source testing, and meteorological data collection technical activities in support of the Air District's goals and objectives. Incumbents are responsible for providing subject matter expertise and project leadership in developing complex programs, training, and technical procedures, research and documentation. This work requires considerable technical knowledge and a high degree of initiative and independent judgment.

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

SUPERVISION RECEIVED AND/OR EXERCISED

Supervision is provided by a manager. No supervision is exercised over others.

EXAMPLES OF DUTIES

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

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

Advises on the development, implementation, and evaluation of new air monitoring and source test programs. Makes recommendations to ensure that existing programs continue to comply with federal requirements.

Coordinates and carries out the most complex projects relating to air monitoring equipment operation and maintenance, data collection and analysis, program management, and special projects.

Develops and implements policies, procedures, and manuals.

Advises staff on technical, regulatory, and programmatic issues, and provides technical development and training.

Reviews and summarizes data, prepares special and periodic reports, and ensures program effectiveness.

Conducts routine data review and quality control on collected ambient data and instrument diagnostic information.

Interacts and represents the Air District with industry, the public, and other agencies.

Provides technical expertise to Air District staff, to industry, the public, and other agencies.

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

Maintains detailed technical records, standard operating procedures, and logbooks to comply with regulatory guidelines.

Researches and analyzes new technology, procedures, and regulations relevant to air monitoring and source testing, and makes recommendations to management regarding the implementation process.

Leads the procurement, testing, and implementation of new technology and develops operating procedures for new and existing technology.

Leads the development of special study designs by providing input on technical implementation details. Develops specific procedures for field staff and provides training as needed.

Advises on testing, diagnosis, and repair of non-routine equipment problems. Works with instrument manufacturers to solve instrument problems caused by design, supply, or implementation issues.

Evaluates data to ensure that quality control standards are met, and quality control systems are functioning appropriately to ensure robust data is being produced. Recommends changes necessary to correct or prevent data quality issues.

Works with outside contractors to provide specialized air quality and source test measurements.

Works with the data management team to ensure that data systems meet the needs of the Air District in compliance with local, state, and federal regulations for the storage, processing, and transmittal of regulatory data.

Participates in inter-agency audits and studies, and ensures compliance with all applicable regulations.

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

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

Conducts mobile, portable, or stationary source-oriented monitoring.

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

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

Bachelor's degree from an accredited college or university in engineering, environmental science, meteorology, or a closely related field, and four years of experience installing, operating and maintaining air monitoring and quality assessment instruments and equipment.

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

LICENSES AND CERTIFICATIONS:

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

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

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

Knowledge of:

Theories, principles and practices of air quality measurements or inspection and enforcement, including environmental analysis.

Principles, practices and equipment used in ambient air sampling, ambient air monitoring, quality control, quality assessment, source test sampling and meteorological monitoring.

Methods, practices, and tools used in installing, operating, maintaining, repairing, testing, and adjusting scientific/analytical recording and measuring devices including electro-mechanical, pressure, and electronic.

Applicable and state and federal laws, rules, and regulations.

Environmental justice principles.

Advanced principles of chemistry, physics, statistics, and environmental science.

Industrial equipment used in air pollution control.

Common biological, chemical, and physical processes that cause air pollution and their long- and short-term impacts and effects.

Industrial practices and techniques to modify production processes and equipment to reduce emissions.

Advanced principles of data quality and control.

Record-keeping, records management, and reporting principles and practices.

Skills in:

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

Leading technical projects and cross-functional teams.

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

Analyzing and interpreting technical and legal rules, policies, and procedures.

Reading and understanding technical diagrams and processes.

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

Ability to collect, organize, analyze and interpret data results using data tools such as R, Python, and others.

Communicating technical and non-technical information verbally and in writing to various audiences.

Exercising sound independent judgement and decision making within established guidelines.

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

Basic competence with hand and power tools.

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical demands:

Some positions in this classification may require the following:

- Walking, sitting, and/or standing for long periods of time.
- View computer screens and type for prolonged periods of time.
- Climb rooftops, stairs, ladders, and towers while carrying equipment and tools.
- Work at heights of up to 150 feet.
- Lift and carry 40 pounds in unstable ground conditions for extended periods.
- Move cylinders of compressed gas weighing up to 120 pounds with assistance.
- Use Personal Protective Equipment (PPE) to avoid or limit chemical and physical hazard exposure.

Working conditions:

- Work is performed in various environments, including typical office environments, Air District monitoring vans, and Air District monitoring stations. May perform work outdoors in inclement weather.
- Frequent travel to facilities and monitoring stations for instrument inspection.
- Potential exposure to chemicals and toxic or hazardous materials when visiting facilities.

- May be required to take assigned Air District vehicle home in response to after-hours and/or on-call duties.
- May be required to operate multiple types of Air District vehicles, such as compact vehicles, sedans, large vans and trucks, pickup trucks, etc.
- May be required to participate in incident or emergency response activities, as needed, including after-hours or unexpected coverage.

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

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CLASSIFICATION SPECIFICATION

Classification Specification Name: Principal Air Quality Specialist

Class Codes: 4T001

Salary Grade: 142

Bargaining Unit: Represented, Technical/General

Established Date: September 2, 2026

Revision Date:

CLASSIFICATION SUMMARY

Under general direction, performs the most complex and highly specialized level of program development and implementation of air quality programs.

DISTINGUISHING CHARACTERISTICS

This class provides the most complex and specialized air quality program assignments in support of the Air District's goals and objectives. Incumbents are responsible for providing subject matter expertise, and project leadership for coordinating and developing complex and sensitive programs that require considerable technical knowledge and a high degree of initiative and independent judgment.

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

SUPERVISION RECEIVED AND/OR EXERCISED

Supervision is provided by a manager. No supervision is exercised over others.

EXAMPLES OF DUTIES

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

Leads the most complex assignments relating to the development, review, and approval of new air quality programs and other complex projects.

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

Develops, recommends, and implements Air District policies and programs to enforce statutory and regulatory requirements and program effectiveness. Develops and recommends the Air District's position on various enforcement matters such as hearing board actions and settlement conferences.

Develops recommendations concerning air quality and climate protection programs, plans, legislation, and regulations. Prepares related reports, memos, and presentations

Leads technical program training for Air District staff. Develops and coordinates training aids and materials.

Researches, develops, reviews, implements, and recommends new and existing rules and regulations, policies, procedures, manuals, forms, webpages, and other program tools.

Advises staff on technical, regulatory, and programmatic issues.

Conducts and leads complex research and studies related to air quality and climate issues. Reviews and summarizes data, prepares special and periodic reports.

Conducts and participates in meetings and workshops with a variety of legal, public, and private agency officials to explain and interpret technical policies, data, rules, and regulations regarding programs.

Participates in meetings, conferences, hearing boards, and workshops with public and private agencies. Serves on special committees and task forces relating to air quality program activities.

Interacts and represents the Air District with industry, the public, and other agencies. Provides technical expertise to Air District staff, to counsel, to industry, the public, and other agencies.

Leads the maintenance and upgrade of data systems supporting Air District programs.

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

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

Maintains detailed technical records, standard operating procedures, and logbooks to comply with regulatory guidelines.

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

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

Bachelor's degree from an accredited college or university in chemistry, environmental engineering, environmental science, meteorology, or a closely related field, and four years of experience developing and administering air quality programs.

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

LICENSES AND CERTIFICATIONS:

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

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

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

Knowledge of:

Theories, principles and practices of air quality and environmental research and analysis.

Applicable local, state and federal laws, rules, and regulations.

Basic principles of engineering, chemistry, physics, and biology as they relate to air quality programs.

Industrial processes and equipment used in air pollution control.

Common biological, chemical, and physical processes that cause air pollution and their long- and short-term impacts and effects.

Industrial practices and techniques to modify production processes and equipment to reduce emissions.

General principles of data quality and control.

Basic principles and practices of public administration.

Record-keeping and reporting principles and practices.

General principles of records management.

Skills in:

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

Leading technical projects and cross-functional teams.

Developing, administering, and leading effective air quality programs.

Analyzing and researching technical air pollution issues, evaluating alternative solutions, and developing effective recommendations.

Analyzing and interpreting technical and legal rules, policies, and procedures.

Reading and understanding technical diagrams and processes.

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

Communication both verbal and written, including communicating technical information to people at all levels of technical knowledge.

Exercising sound independent judgement and decision making within established guidelines.

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

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical demands:

Some positions in this classification may require the following:

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

Working conditions:

- Work is primarily performed in a typical office environment.
- May be required to work or attend public and other meetings after standard working hours.
- Occasional travel to facilities for site visits.

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

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CLASSIFICATION SPECIFICATION

Classification Specification Name: Principal Analyst

Class Codes: 4P007

Salary Grade: 142

Bargaining Unit: Represented, Professional

Established Date: September 2, 2026

Revision Date:

CLASSIFICATION SUMMARY

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

DISTINGUISHING CHARACTERISTICS

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

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

SUPERVISION RECEIVED AND/OR EXERCISED

Supervision is provided by a supervisor or manager. No supervision is exercised over others.

EXAMPLES OF DUTIES

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

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

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

Leads and performs the most complex assignments relating to the development, implementation, and processes of new or existing programs.

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

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

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

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

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

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

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

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

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

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

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

Bachelor's degree from an accredited college or university and four years of experience in professional analytical or programmatic work.

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

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

LICENSES AND CERTIFICATIONS:

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

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

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

Knowledge of:

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

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

Principles of mathematical and statistical computations.

Procurement and contract processes.

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

Research and reporting methods, techniques, and procedures.

Principles and applications of critical thinking and analysis.

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

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

Advanced principles and practices of public sector administration and government operations.

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

Record keeping principles and procedures.

Skills in:

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

Leading technical projects and cross-functional teams.

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

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

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

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

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

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

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

Identifying issues, evaluating options, and implementing effective solutions.

Communicating effectively through verbal, listening, and written communication.

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

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

Exercising sound independent judgement and decision making within established guidelines.

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

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical demands:

Some positions in this classification may require the following:

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

Working conditions:

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

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



CLASSIFICATION SPECIFICATION

Classification Specification Name: Principal Grants and Community Program Specialist

Class Codes: 4T002

Salary Grade: 142

Bargaining Unit: Represented, Technical/ General

Established Date: September 2, 2026

Revision Date:

CLASSIFICATION SUMMARY

Under general direction, performs the most complex and highly specialized level of grants, incentives, and community program activities.

DISTINGUISHING CHARACTERISTICS

This class provides the most complex and specialized grants, incentives, and community program assignments in support of the Air District's goals and objectives. Incumbents are responsible for providing subject matter expertise and project leadership for coordinating and developing programs which require considerable technical knowledge and use of independent judgment.

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

SUPERVISION RECEIVED AND/OR EXERCISED

Supervision is provided by a manager. No supervision is exercised over others.

EXAMPLES OF DUTIES

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

Provides lead direction, coordination, and oversight for the most complex assignments relating to the development, implementation, and processes of new or revised grants, incentives, and community programs.

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

Leads the development of new or revised programs, guidelines, and policies. Analyzes technical feasibility and control proposals for programs. Coordinates the development of technological justifications for program initiatives.

Develops and applies quality control and assurance measures to ensure the effectiveness of programs and appropriate application of methods in accordance with Air District policies, rules, and regulations.

Reviews grant applications, evaluations, reports, analyses, contracts, amendments, and payment processing from staff.

Prepares contract documents and other agreements using standard Air District procedures. Reviews and negotiates contract terms and conditions. Monitors expenditures and charges against agreements.

Prepares fiscal status reports for management. Advises contractors and management on issues related to contract administration and interpretation. Prepares cost analyses and financial recommendations.

Participates in the development and implementation of policies, procedures, and guidelines for assigned programs.

Conducts and leads workshops, meetings, and training on the technical application and interpretation of Air District regulations and rules. Develops technical materials and delivers presentations.

Reviews and researches Air District, local, state, and federal rules and regulations. Analyzes impacts on Air District operations, programs, and projects, and prepares recommendations for compliance. Implements programs in response to new and revised regulations.

Conducts research and prepares and presents reports as assigned.

Responds to inquiries and provides information concerning Air District rules, regulations, policies, and procedures. Explains and interprets technical rules and regulations regarding Air District programs.

Prepares memos and presentations to the Air District's Board of Directors, sub-committees, leadership, and other reports as assigned,

Represents the Air District with industry, community, the public, and other agencies to obtain and disseminate technical and operational information.

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

Leads the implementation, upgrades, and maintenance of databases, systems, program records, and processes. Supports data integrity and quality through the enforcement of standards and controls. Prepares data and analytical reports as required.

Calculates emissions reductions, analyzes cost-effectiveness, assesses emissions inventories, conducts data research, and data analysis.

Advises staff on technical, regulatory, or contractual issues.

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

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

Bachelor's degree from an accredited college or university and four years of experience administering grant or incentive programs, community programs, or similar programs.

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

LICENSES AND CERTIFICATIONS:

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

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

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

Knowledge of:

Methods and techniques of administrative analysis and principles of budget preparation, administration, and control.

Advanced principles and practices of grant program development, administration, and evaluation, including budgeting, financial management, and contract oversight.

Project development and management.

Local, state, and federal air quality regulations, rules, regulatory changes, and industry advancements.

Grant management systems, financial reporting tools, and database management best practices.

Procurement processes, including Requests for Proposals (RFPs) and Requests for Quotations (RFQs).

Community engagement strategies, stakeholder collaboration, and public outreach best practices.

Meeting facilitation, workshop development, and techniques for effective stakeholder engagement.

Air quality and environmental justice issues and concepts.

Skills in:

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

Analyzing, developing, and conducting research on administrative and technical projects and programs.

Developing and coordinating implementation plans, special projects, and internal audit policies and procedures.

Evaluating the impact of a variety of new, amended, and proposed Air District rules and regulations and preparing written analyses and recommendations.

Project and time management and prioritizing multiple tasks while meeting established deadlines.

Analyzing technical problems, evaluating alternative solutions, and developing effective recommendations.

Managing multiple projects, deadlines, and stakeholder relationships across divisions and external organizations.

Negotiating contract terms, resolving conflicts, and addressing program challenges with diplomacy and sound judgment.

Analyzing and interpreting technical and legal rules, policies, and procedures.

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

Exercising sound independent judgement and decision making within established guidelines.

Communicating effectively through excellent verbal, listening, and written communication to interact with internal and external stakeholders, including the public and community .

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

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

Resolving conflicts and identifying solutions to improve program effectiveness.

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical demands:

Some positions in this classification may require the following:

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

Working conditions:

- Work is primarily performed in a typical office environment.
- May attend and present at public events, workshops, and other meetings including after standard working hours.
- May travel to outdoor locations where project equipment will be installed or operated to conduct basic inspections.
- Occasional work may be required on evenings, weekends, and holidays.
- Some local travel.

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



CLASSIFICATION SPECIFICATION

Classification Specification Name: Senior Advanced Projects Advisor

Class Codes: 6P001

Salary Grade: 148

Bargaining Unit: Represented, Professional

Established Date: September 2, 2026

Revision Date:

CLASSIFICATION SUMMARY

Under general direction, provides leadership and oversight in the planning, development, and execution of complex, innovative, and sensitive projects, programs, and strategic initiatives in support of the Air District's mission.

DISTINGUISHING CHARACTERISTICS

This specialized, standalone classification is responsible for leading multidisciplinary teams on high-level and sensitive agency-wide strategic initiatives. Incumbents lead politically sensitive or technically complex project-oriented assignments, serving as chief subject matter experts and advisors. The work requires considerable professional knowledge and significant independent judgement and decision-making. Incumbents represent the Air District in strategic situations and speak with the authority of the Air District.

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

SUPERVISION RECEIVED AND/OR EXERCISED

Supervision is provided by a manager. No supervision is exercised over others.

EXAMPLES OF DUTIES

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

Develops, implements and leads high-level, innovative projects, programs and strategic plans, including defining the objectives, creating the work plans, allocating resources, researching best practices, and preparing case studies.

Leads cross-divisional teams, coordinates with staff and external partners, and provides strategic direction to ensure collaboration and alignment of project goals.

Develops and implements goals, objectives, policies, procedures and work standards for projects and programs. Create tools, processes, and templates to enhance team efficiency and effectiveness.

Analyzes and monitors the impacts of legislation, regulations, and governmental actions, identifies risks, and recommends solutions to mitigate potential challenges. Informs leadership of significant developments and implications.

Serves as liaison with external agencies, community-based organizations, and industry stakeholders to advance shared objectives and initiatives.

Provides expert technical advice and presents to executive leadership and the Air District Board, including programmatic solutions, policy recommendations, best practices, and operational improvements.

Conducts complex and specialized studies and prepares and presents reports of findings and recommendations.

Develops and maintains technical assets, data pipelines, and documentation to support organizational knowledge, project continuity, and decision-making.

Represent the Air District at meetings, community workshops, and interagency workgroups, effectively communicating technical findings, policy recommendations, and progress updates.

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

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

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

Bachelor's degree from an accredited college or university in policy, planning, environmental studies, engineering, business, or public administration or a closely related field and five years of experience leading projects or programs in air quality, environmental, or public sectors.

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

LICENSES AND CERTIFICATIONS:

None.

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

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

Knowledge of:

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

Principles and practices of air quality management and technology.

Strategic planning and project management methodologies.

Best principles and practices of public administration and effective public relations.

Project management, including short- and long-term planning and implementation.

Skills in:

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

Analyzing, interpreting, explaining, and applying local, state, and federal laws, rules, and regulations.

Analyzing complex technical and administrative problems, evaluating alternative solutions, and adopting effective courses of action.

Effectively communicating technical and policy information to diverse audiences.

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

Making persuasive presentations of ideas and recommendations.

Exercising sound independent judgement and decision making within established guidelines.

Leading technical projects and cross-functional teams.

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

Being nimble and flexible to adapt and adjust to changing priorities and demands.

Managing competing priorities and meeting critical deadlines.

Building consensus and fostering collaboration across organizational and disciplinary boundaries.

Influencing others to achieve understanding, acceptance, and commitments to act in support of ideas, programs, and projects.

Effectively designing, implementing, and managing projects and programs from inception through completion.

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical demands:

Some positions in this classification may require the following:

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

Working conditions:

- Work is primarily performed in a typical office environment.
- Occasional travel. May be required to work outside of standard working hours.

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



CLASSIFICATION SPECIFICATION

Classification Specification Name: Senior Air Quality Engineer

Class Codes: 6P003

Salary Grade: 140

Bargaining Unit: Represented, Professional

Established Date: September 2, 2026

Revision Date:

CLASSIFICATION SUMMARY

Under general direction, provides lead direction and performs the more complex engineering work in a variety of areas such as permit application evaluation, air pollutant emissions, toxic risk screening and assessment evaluations, compliance audits, modeling, source inventory, source testing, and rule development.

DISTINGUISHING CHARACTERISTICS

This is the advanced lead level in the engineering series. Incumbents perform the more complex engineering work and lead a variety of engineering projects, coordinating technical data collection and preparing detailed reports. Incumbents are assigned to implement programs that require increased professional knowledge and the use of independent judgement.

This class is distinguished from Principal Air Quality Engineer in that the latter is responsible for providing subject matter expertise and project leadership in the most difficult, sensitive, or critical projects. This class is also distinguished from Supervising Air Quality Engineer in that the latter assigns, supervises, and evaluates the work of assigned staff on a continuing basis.

SUPERVISION RECEIVED AND/OR EXERCISED

Supervision is provided by a supervisor or manager. No supervision is exercised over others.

EXAMPLES OF DUTIES

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

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

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

Coordinates, leads, and reviews the work of engineers, support staff, vendors, and contractors involved in complex, sensitive and controversial engineering projects, studies and audits.

Reviews and evaluates permit applications, including calculating emission rates and permit fees, determining compliance with air quality regulations, recommending best available control technology, defining permit conditions, and issuing authority to construct and/or permits to operate.

Calculates toxic emissions, and determines and applies appropriate air dispersion models. Performs health risk assessment analysis.

Uses a computer and a variety of software to make engineering calculations, enter and retrieve data and to monitor and correct data entry; investigates and corrects errors in the Permitting & Compliance System.

Coordinates on-site compliance inspections of sources and abatement devices. Evaluates compliance and recommends enforcement actions.

Responds to industry, public and Air District inquiries regarding regulation interpretation, permit preparation, various compliance measures and emission calculation methods.

Reviews and evaluates new developments in motor vehicle technology, fuels, and test procedures, as they affect air pollutant emissions.

Reviews permit and enforcement files to prepare responses for variance requests, violation notices, case summaries and hearing board referrals. Recommends appropriate actions.

Performs, reviews, and directs the preparation of air quality impact analyses for permits, risk assessments, and environmental impact documents. Recommends approval or denial of permit applications.

Uses emissions models, geographic information systems, and relational databases to prepare, quality-check, and modify large data files on inventory assessment and emissions input to air quality models.

Develops and documents procedures to calculate and forecast pollutant emissions from natural and man-created sources of air pollution.

Conducts environmental audits, compliance inspections, and source tests. Evaluates results and recommends appropriate actions including violation notices.

Develops, calculates, reviews, corrects and documents the emissions inventory. Evaluates accuracy of source emission calculations and methodologies. Analyzes emissions inventory to determine baseline emissions and reduction estimates for rules under development.

Provides engineering expertise in preparing air quality plans, including developing required programs, structuring data and preparing long-range emission forecasts for major industrial classifications.

Conducts special studies and writes technical reports related to research and planning functions, and coordinate activities with Air District Staff, outside agencies and organizations.

Represents the Air District as a technical expert in meetings with outside agencies, environmental groups, and industry personnel regarding air quality control regulations.

Leads the research and development of new and revised rules and procedures for regulation of air quality. Determines emissions, potential emission reductions, and cost controls. Establishes control level and technology. Prepares technical assessment reports.

Leads and coordinates with internal and external professional and technical staff to conduct scientific research and engineering evaluations. Participates in developing regulations to control air pollutants, including pollutants contributing to climate change and localized air quality impacts in overburdened communities.

Performs and reviews economic and environmental analyses.

Researches and develops recommendations concerning air quality and climate protection reports, programs, plans, legislation, and regulations.

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

Performs quality control functions on air monitoring or source test equipment and calibrations in conformance with Air District, state, and federal standards. Coordinates and tracks the certifications of reference standards used in the section.

Evaluates and determines submissions to install and/or modify continuous emission monitoring equipment.

Researches new air emissions measurement technologies and test methods for unique applications and remains up to date on technologies.

Reviews, calculates, evaluates, summarizes and records emissions data collected electronically or manually from scientific/analytical instrumentation, and ensures accuracy, completeness, validity, and compliance with Air District, state, and federal standards.

May testify on behalf of the Air District.

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

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

Bachelor's degree from an accredited college or university in environmental, chemical, mechanical, petroleum engineering, or a closely related field and three years of air quality or environmental engineering experience.

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

LICENSES AND CERTIFICATIONS:

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

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

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

Knowledge of:

Authority and functions of governmental agencies involved in air pollution control and environmental regulations.

Air quality engineering principles and practices.

Air pollution analysis techniques, control methodologies, and control equipment.

Applicable local, state, and federal laws and regulations. Industrial chemical processes and air pollution control equipment.

Skill in:

Applying sound engineering principles and techniques in difficult and complex air quality engineering matters.

Computing complex engineering calculations quickly and accurately.

Performing detailed analyses of designs, specifications, and plans.

Coordinating a variety of air quality engineering studies.

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

Analyzing and interpreting technical and legal rules, policies, and procedures.

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

Communicating technical and non-technical information verbally and in writing to various audiences.

Exercising sound independent judgement and decision making within established guidelines.

Exercising sound independent judgement.

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical demands:

Some positions in this classification may require the following:

- Sitting for long periods of time and walking and/or standing is only required occasionally.
- View computer screens and type for prolonged periods of time.
- Climb stairs, ladders, and towers.

- Use Personal Protective Equipment (PPE) to avoid or limit chemical and physical hazard exposure.
- Lift or move equipment and materials up to 50 pounds.

Working conditions:

- Work is primarily performed in a typical office environment.
- May be required to work or attend public and other meetings after standard working hours.
- Occasional travel to facilities for site visits.
- Potential exposure to toxic or hazardous materials when visiting facilities.

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



CLASSIFICATION SPECIFICATION

Classification Specification Name: Senior Air Quality Inspector

Class Codes: 6T002

Salary Grade: 138

Bargaining Unit: Represented, Technical/General

Established Date: September 2, 2026

Revision Date:

CLASSIFICATION SUMMARY

Under general direction, provides lead direction and performs the more difficult and complex inspections and investigations.

DISTINGUISHING CHARACTERISTICS

This is the advanced lead level class in the Inspector series. Incumbents provide lead direction and perform the more complex inspection work that require considerable technical knowledge and use of independent judgment. Responsibilities include leading special inspections, enforcement projects, and audits.

This class is distinguished from Supervising Air Quality Inspector in that the latter assigns, supervises, and evaluates the work of assigned staff on a continuing basis.

SUPERVISION RECEIVED AND/OR EXERCISED

Supervision is provided by a supervisor or manager. No supervision is exercised over others.

EXAMPLES OF DUTIES

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

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

Conducts the more difficult and complex inspections and investigations of commercial and industrial facilities such as, but not limited to, petroleum refineries, power plants, semiconductor manufacturing facilities, toxic and hazardous materials operations, and complicated industrial operations to determine compliance with applicable local, state, and/or federal regulations.

Reviews and coordinates difficult, sensitive, and problematic inspections to determine and ensure the consistent technical application and interpretation of new and revised rules and regulations.

Responds to complaints from the public regarding air quality concerns. Response may include conducting site visits, collecting samples, reviewing laboratory analysis, and completing required documentation according to Air District's policies and procedures.

Conducts grid surveillance to detect and document permit and emissions violations.

Issues Notices of Violation (NOVs) to facilities found in violation of applicable local, state, and/or federal regulations.

Prepares a variety of written materials for internal and external audiences, including technical reports, compliance guidance memoranda, case summaries, incident response summaries, compliance verification reports, complaint reports, and violation reports.

Develops and tests new inspection and complaint investigation methods and techniques.

Develops enforcement criteria and related inspection policies. Contributes to the development and revision of rules, policies, and regulations.

Coordinates with program/project leaders in other Air District divisions to draft new policies and procedures for various enforcement programs relating to new and updated rules and regulations.

Develops new and revises existing programs to achieve and maintain enforcement compliance.

Leads and organizes technical training for enforcement staff. Develops and coordinates training aids and materials and conducts some aspects of new inspector training. Monitors enforcement training needs for the enforcement staff.

Conducts plume evaluation tests and record findings. Obtains photographic evidence to document conditions and results at inspection sites.

Interacts with laboratory staff regarding the analysis of samples taken in the field.

Maintains field and safety equipment for all Inspectors.

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

Represents the Air District before the Hearing Board or courts regarding violations of applicable regulations.

Represents the Air District with technical personnel, other governmental agencies, and the public.

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

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

Bachelor's degree from an accredited college or university in chemistry, engineering, environmental science or a closely related field and three years of experience performing air quality inspections and/or specialist work.

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

LICENSES AND CERTIFICATIONS:

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

Positions require a California Air Resources Board Visible Emissions Evaluation Certification obtained within 6 months of employment.

Positions require HAZWOPER certification and recertification annually, and any other mandatory training classes as determined by management.

OTHER REQUIREMENTS

Annual occupational physical, respirator fit-testing. Self-Contained Breathing Apparatus (SCBA) fit-testing, if applicable.

KNOWLEDGE AND SKILLS

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

Knowledge of:

Theories, principles, and practices of air quality measurements, inspection and enforcement, including environmental research and analysis.

Applicable state and federal laws, rules, and regulations.

Basic legal principles of civil prosecution, particularly as they relate to environmental enforcement.

Basic principles of engineering, chemistry, physics, and biology as they relate to air quality programs.

Industrial processes and equipment used in air pollution control.

Common biological, chemical, and physical processes that cause air pollution and their long and short-term impacts and effects.

General principles of data quality and control.

Industrial practices and techniques to modify production processes and equipment to reduce emissions.

Record-keeping and reporting principles and practices.

General principles of records management.

Skills in:

Training others in work procedures.

Analyzing and interpreting technical and legal rules, policies and procedures.

Reading and understanding technical and engineering diagrams and processes.

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

Communicating technical and non-technical information verbally and in writing to various audiences.

Exercising sound independent judgement within established guidelines.

Establishing and maintaining effective working relationships with those contacted in the course of the work, both internally and externally.

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical demands:

Some positions in this classification may require the following:

- Stand for long periods and walk long distances including unstable ground conditions and steep terrain.
- Bend, squat, twist, kneel, push, and pull.
- Sit for long periods of time performing computer work and while driving.
- View computer screens and type for prolonged periods of time.
- Climb stairs, ladders, and towers.
- Use Personal Protective Equipment (PPE), such as but not limited to, half-face respirators, Self Contained Breathing Apparatus (SCBA), and/or flame and chemical resistant clothing, to avoid or limit chemical and physical hazard exposure.
- Lift and carry 40 pounds in unstable ground conditions for extended periods.
- Smell to detect odors.

Working conditions:

- Work is performed in various environments, both indoors and outdoors, including outdoors in inclement weather, active construction zones, gas stations and refineries, and facilities.
- Often exposed to loud noises and machinery.
- Potential exposure to toxic or hazardous materials when visiting facilities.
- May be exposed to ticks, snakes, and other wildlife.
- May be required to work after standard working hours. On-call duties may be required.
- Frequent local travel.
- Required to take assigned Air District vehicle home in response to after-hours and/or on-call duties.

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



CLASSIFICATION SPECIFICATION

Classification Specification Name: Senior Air Quality Instrument Specialist

Class Codes: 6T003

Salary Grade: 138

Bargaining Unit: Represented, Technical/General

Established Date: September 2, 2026

Revision Date:

CLASSIFICATION SUMMARY

Under general direction, provides lead direction and performs the more difficult and complex technical work in the areas of air monitoring, quality assessment, source testing, and meteorological data collection.

DISTINGUISHING CHARACTERISTICS

This is the advanced lead level in the instrument specialist series. Incumbents provide lead direction and perform the more complex assignments that require considerable technical knowledge and use of independent judgement.

This class is distinguished from Principal Air Quality Instrument Specialist in that the latter is responsible for providing subject matter expertise, developing new programs and handling the most difficult, sensitive, novel, or critical projects. This class is also distinguished from Supervising Air Quality Instrument Specialist in that the latter assigns, supervises, and evaluates the work of assigned staff on a continuing basis.

SUPERVISION RECEIVED AND/OR EXERCISED

Supervision is provided by a program supervisor or manager. No supervision is exercised over others.

EXAMPLES OF DUTIES

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

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

Installs, operates, maintains, calibrates, and repairs air monitoring, and meteorological or source test equipment and instrumentation.

Evaluates instrument performance, troubleshoots malfunctioning equipment and replaces or repairs parts. Ensures compliance with Air District, state and federal standards.

Operates and maintains field computers, computer hardware/software, databases, telecommunications, and data devices in stand-alone and networked data acquisition systems and troubleshoots these systems when errors or malfunctions occur.

Leads the data evaluation, enters data into computerized database, and responds to technical data requests, either orally or in writing.

Conducts routine data review and quality control on collected ambient data and instrument diagnostic information.

Maintains and analyzes detailed technical records, standard operating procedures, and logbooks.

Develops and implements operational, analytical, and technical methods and procedures.

Performs acceptance testing of new and repaired scientific/analytical instrumentation.

Performs quality control functions on air monitoring or source test equipment and calibrations in conformance with Air District, state, and federal standards. Coordinates and tracks the certifications of reference standards used in the section.

Conducts, assists, monitors and attends community air monitoring projects and events, inter-agency audits, and other special projects as directed.

Develops and recommends improved sampling techniques and modifications to equipment and tests modifications to equipment. Provides fabrication support for development and construction of monitoring platforms.

Coordinates and oversees safety programs.

Coordinates the purchasing, replenishment, and inventory tracking of all spare components, supplies and consumables.

Works with the data management team to ensure that data systems meet the needs of the Air District in compliance with local, state and federal regulations for the storage, processing, and transmittal of regulatory data.

Conducts mobile, portable or stationary, source-oriented monitoring. Prepares and collects various samples of ambient air or source test pollutants at air monitoring and stationary sites.

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

Provides technical development and training.

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

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

Bachelor's degree from an accredited college or university in chemistry, computer science, electronics, engineering, environmental science, mathematics, meteorology, physics, atmospheric sciences or a closely related field and three years of experience installing, operating and maintaining air monitoring and quality assessment instruments and equipment.

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

LICENSES AND CERTIFICATIONS:

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

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

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

Knowledge of:

Theories, principles and practices of air quality measurements or inspection and enforcement, including environmental analysis.

Principles, practices and equipment used in ambient air sampling, ambient air monitoring, quality control, quality assessment, source test sampling and meteorological monitoring.

Methods, practices, and tools used in installing, operating, maintaining, repairing, testing, and adjusting scientific/analytical recording and measuring devices including electro-mechanical, pressure, and electronic.

Applicable state and federal laws, rules, and regulations.

Environmental justice principles.

Industrial equipment used in air pollution control.

Industrial practices and techniques to modify production processes and equipment to reduce emissions.

Principles of environmental science, chemistry, physics, statistics, and data management.

Record-keeping, records management, and reporting principles and practices.

Skills in:

Installing, operating, calibrating, repairing, and maintaining a variety of scientific measuring devices, electrical systems, and electronic instrumentation.

Ability to collect, organize, analyze and interpret data using data tools such as R, Python, and others.

Project time management and prioritizing multiple tasks while meeting established deadlines.

Technical writing, statistical analysis, data validation, and process mapping.

Communicating technical and non-technical information verbally and in writing to various audiences.

Analytical and problem-solving skills, utilizing independent judgement to make informed decisions.

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

Basic competence with hand and power tools.

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical demands:

Some positions in this classification may require the following:

- Walking, sitting, and/or standing for long periods of time.
- View computer screens and type for prolonged periods of time.
- Climb rooftops, stairs, ladders, and towers while carrying equipment and tools.
- Work at heights of up to 150 feet.
- Lift and carry 40 pounds in unstable ground conditions for extended periods.
- Move cylinders of compressed gas weighing up to 120 pounds with assistance.
- Use Personal Protective Equipment (PPE) to avoid or limit chemical and physical hazard exposure.

Working conditions:

- Work is performed in various environments, including typical office environments, Air District monitoring vans, and outdoor Air District monitoring stations. May perform work outdoors in inclement weather.
- Frequent travel to facilities and monitoring stations for instrument inspections.
- Potential exposure to chemicals and toxic or hazardous materials when visiting facilities.
- May be required to take assigned Air District vehicle home.
- May be required to operate multiple types of Air District vehicles, such as compact vehicles, sedans, large vans and trucks, pickup trucks, etc.

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



CLASSIFICATION SPECIFICATION

Classification Specification Name: Senior Air Quality Specialist

Class Codes: 6T004

Salary Grade: 138

Bargaining Unit: Represented, Technical/General

Established Date:

Revision Date:

CLASSIFICATION SUMMARY

Under general direction, provides lead direction and performs complex assignments related to the administration, development, and implementation of air quality programs.

DISTINGUISHING CHARACTERISTICS

This is the advanced lead level in the air quality specialist series. Incumbents provide lead direction and are assigned complex air quality program assignments that require considerable technical knowledge and use of independent judgement. Incumbents develop and provide in-depth training and technical guidance to employees.

This class is distinguished from Principal Air Quality Specialist in that the latter is responsible for providing subject matter expertise and for developing new programs and handling the most difficult, sensitive, novel, or critical projects. This class is distinguished from Supervising Air Quality Specialist, in that the latter assigns, supervises, reviews and evaluates the work of assigned staff on a continuing basis.

SUPERVISION RECEIVED AND/OR EXERCISED

Supervision is provided by a supervisor or manager. No supervision is exercised over others.

EXAMPLES OF DUTIES

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

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

Provides lead review on complex regulatory audits, field investigations, and studies.

Evaluates, develops, and revises existing air quality policies and programs. Researches technical feasibility and new control proposals for new or revised rules.

Leads the development, review, and tracking of approval processes for new and revised rules and regulations, policies and procedures for various programs.

Reviews and analyzes complex cases and rules for compliance with applicable guidelines. Conducts inquiries, researches and compiles data and other pertinent information. Prepares reports and recommendations related to Air District programs.

Conducts complex research and studies related to air quality and climate issues. Reviews and summarizes data, prepares special and periodic reports.

Drafts, implements, recommends, and revises forms, webpages, and other program tools.

Leads the maintenance and upgrade of data systems supporting Air District programs.

Develops recommendations concerning air quality and climate protection programs, plans, legislation, and regulations. Prepares related reports, memos, and presentations.

Interacts and represents the Air District with industry, the public, and other agencies. Provides technical expertise to Air District staff and counsel and to industry, the public, and other agencies.

Conducts meetings and workshops with a variety of legal, public, and private agency officials to explain and interpret technical policies, rules, and regulations regarding Air District programs.

Participates in meetings, conferences, hearing boards, and workshops with public and private agencies. Serves on special committees and task forces relating to air quality program activities.

Responds to requests for technical, operational, and administrative information about Air District programs. Provides consultation and advice to individuals and businesses in matters related to area of expertise.

Leads technical program training for Air District staff. Develops and coordinates training aids and materials.

Prepares graphs, charts, statistical summaries, and technical reports and policy documents.

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

Works closely with other Air District divisions to strengthen partnerships with key community stakeholders.

Maintains detailed technical records, standard operating procedures, and logbooks to comply with regulatory guidelines.

Administers records management program.

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

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

Bachelor's degree from an accredited college or university in chemistry, environmental engineering, environmental science, meteorology, or a closely related field and three years of experience developing and administering air quality programs.

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

LICENSES AND CERTIFICATIONS:

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

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

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

Knowledge of:

Theories, principles and practices of air quality and environmental research and analysis.

Applicable local, state and federal laws, rules, and regulations.

Basic legal principles of civil prosecution, particularly as they relate to environmental enforcement.

Basic principles of engineering, chemistry, physics, and biology as they relate to air quality programs.

Industrial processes and equipment used in air pollution control.

Common biological, chemical, and physical processes that cause air pollution and their long and short-term impacts and effects.

General principles of data quality and control.

Industrial practices and techniques to modify production processes and equipment to reduce emissions.

Record-keeping and reporting principles and practices.

General principles of records management.

Skills in:

Planning, assigning, directing and reviewing the work of others.

Training others in work procedures.

Developing and administering effective air quality programs.

Analyzing and researching technical air pollution issues, evaluating alternative solutions, and developing effective recommendations.

Analyzing and interpreting technical and legal rules, policies, and procedures.

Reading and understanding technical engineering diagrams and processes.

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

Negotiating settlements tactfully and effectively.

Communicating technical and non-technical information to various audiences.

Exercising sound independent judgement within established guidelines.

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

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical demands:

Some positions in this classification may require the following:

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

Working conditions:

- Work is primarily performed in a typical office environment.
- May be required to work or attend public and other meetings after standard working hours.
- Occasional travel to facilities for site visits.

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

CLASSIFICATION SPECIFICATION

Classification Specification Name: Senior Air Quality Technician

Class Codes: 6T006

Salary Grade: 130

Bargaining Unit: Represented, Technical/General

Established Date: September 2, 2026

Revision Date:

CLASSIFICATION SUMMARY

Under general supervision, provides lead direction and performs the more difficult or complex specialized technical work in the support of air quality compliance and enforcement and permitting programs.

DISTINGUISHING CHARACTERISTICS

This is the advanced lead level in the Air Quality Technician series. Incumbents provide lead direction and perform the more difficult or complex specialized technical support work in the standard evaluation, processing, and issuance of air quality permits, applications, and violation reports that require considerable technical knowledge and use of independent judgment.

This class is distinguished from Air Quality Specialist I/II in that the latter is a professional level class requiring a higher level of education and experience.

SUPERVISION RECEIVED AND/OR EXERCISED

Supervision is provided by a supervisor or manager. No supervision is exercised over others.

Examples of Duties

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

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

Prioritizes, organizes and follows up on staff work assignments to ensure timely completion. Develops and prepares procedures for technical and support staff tasks.

Reviews and verifies information for permit applications and annual updates for more complex compliance programs. Screens and verifies data entry for quality assurance.

Analyzes and evaluates difficult or complex permits and applications. Calculates permit fees, documents permit conditions, and applicable regulations. Screens for health risk assessment requirements and recommends approval or denial of permits.

Provides procedural and technical information regarding permit processing and explains District regulations and fees.

Represents the Air District by presenting at meetings and provides training.

Collaborates with staff to manage community complaints, regulation questions, and assist with violations and exemptions.

Receives and routes a wide variety of communication calls from the public, Air District staff and outside agencies; provides information as appropriate.

Maintains status of field staff and provides information regarding coordination of their work.

Composes technical reports, correspondence, and violation referrals. Disseminates rules and regulations for air quality control programs.

Compiles data and prepares periodic and special reports. Responds to public records and information requests and coordinates with staff to gather and distribute pertinent data.

Prepares public notifications for applications. Compiles maps and address lists for public notifications.

Ensures tracking and record-keeping systems are maintained and reviews and verifies data entry for quality assurance. Researches and recommends process improvements for data management and reporting systems.

Visits source sites to evaluate facility and equipment for compliance.

May testify on behalf of the Air District at the Hearing Board.

Assists in special projects as needed.

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

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

Associate's degree and four years of administrative support experience.

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

LICENSES AND CERTIFICATIONS:

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

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

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

Knowledge of:

Relevant local, state, and federal rules and regulations.

Document retention procedures for compliance purposes.

Processes for submitting documents to facilitate compliance.

Relevant computer software or applications.

Skills in:

Performing accurate data entry, data management, and reporting.

Conducting statistical analyses to ensure data quality and accuracy.

Interpreting and applying technical rules and regulations.

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

Demonstrating attention to detail and strong organizational skills.

Preparing clear and concise reports, data summaries, and other written and graphic documents.

Using initiative and sound independent judgement within established guidelines.

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

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical demands:

Some positions in this classification may require the following:

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

Working conditions:

- Work is primarily performed in a typical office environment.
- May be required to work after standard working hours.

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



CLASSIFICATION SPECIFICATION

Classification Specification Name: Senior Analyst

Class Codes: 6P009

Salary Grade: 138

Bargaining Unit: Represented, Professional

Established Date: September 2, 2026

Revision Date:

CLASSIFICATION SUMMARY

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

DISTINGUISHING CHARACTERISTICS

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

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

SUPERVISION RECEIVED AND/OR EXERCISED

Supervision is provided by a supervisor or manager. No supervision is exercised over others.

EXAMPLES OF DUTIES

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

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

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

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

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

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

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

Develops and maintains databases, program records, systems, and processes. Performs data analysis and prepares data reports.

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

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

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

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

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

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

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

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

Bachelor's degree from an accredited college or university and three years of experience in professional analytical or programmatic work.

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

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

LICENSES AND CERTIFICATIONS:

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

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

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

Knowledge of:

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

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

Principles of mathematical and statistical computations.

Procurement and contract processes.

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

Research and reporting methods, techniques, and procedures.

Principles and applications of critical thinking and analysis.

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

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

Principles and practices of public sector administration and government operations.

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

Record keeping principles and procedures.

Skills in:

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

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

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

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

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

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

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

Communicating effectively through verbal, listening, and written communication.

Identifying issues, evaluating options, and implementing effective solutions.

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

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

Exercising sound independent judgement and decision making within established guidelines.

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

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical demands:

Some positions in this classification may require the following:

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

Working conditions:

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

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

CLASSIFICATION SPECIFICATION

Classification Specification Name: Senior Grants and Community Program Specialist

Class Codes: 6T008

Salary Grade: 138

Bargaining Unit: Represented, Technical/General

Established Date: September 2, 2026

Revision Date:

CLASSIFICATION SUMMARY

Under general direction, provides lead direction and oversees the more complex administration of grants, incentives and community programs.

DISTINGUISHING CHARACTERISTICS

This is the advanced lead level in the grants and community program specialist series. Incumbents provide lead direction to technical and support staff and are assigned to perform the more complex duties relative to coordination, development, and implementation of programs and projects.

This class is distinguished from Principal Grants and Community Program Specialist in that the latter performs the most complex assignments and leads complex projects. This class is also distinguished from the Grants and Community Program Supervisor in that the latter assigns, supervises, and evaluates the work of assigned staff on a continuing basis.

SUPERVISION RECEIVED AND/OR EXERCISED

Supervision is provided by a supervisor or manager. No supervision is exercised over others.

EXAMPLES OF DUTIES

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

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

Leads the development of new programs, guidelines, and policies. Conducts research and analyzes technical feasibility and control proposals for programs.

Provides program administration and lead direction for the more complex grants, incentives, and community programs and related projects in accordance with applicable state, federal, and local rules, regulations, policies, and program requirements.

Develops and oversees project plans and program timelines and coordinates activities and communications with internal and external stakeholders.

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

Prepares, drafts, and revises grant contracts, amendments, scopes of work, and budgets in compliance with applicable regulations, guidelines, and policies.

Reviews, analyzes, and administers a variety of grants, contracts, and other agreements. and deliverables for alignment with program rules and regulations. Reviews the more complex applications.

Prepares budget projections, monitors expenditures and charges against agreements, such as program/grant agreements from other agencies, and prepares cost analyses and fiscal status reports for management.

Advises contractors and makes recommendation to management regarding issues involving contract administration and interpretation, and negotiates revised terms with contractors.

Develops and applies quality control and assurance measures to ensure the effectiveness of programs and appropriate application of methods in accordance with Air District policies, rules, and regulations.

Calculates emissions reductions, analyzes cost-effectiveness, assesses emissions inventories.

Tracks and assesses the potential impacts of regulatory changes and industry technological advancements on current and future programs. Prepares recommendations and comments to regulatory agencies.

Oversees disbursements process and ensures compliance.

Leads, drafts, prepares, and participates in Requests for Proposal (RFPs) and Requests for Quotations (RFQs).

Prepares contract documents and other agreements using standard Air District procedures, reviews contract terms and conditions, and follows through execution of agreement.

Leads and facilitates workshops, meetings, and training on the technical application and interpretation of Air District programs, regulations, and rules to various audiences. Makes presentations and develops supporting technical materials.

Independently provides routine outreach and communication on behalf of the Air District with industry, community the public and other agencies to obtain and disseminate technical and operational information.

Explains and interprets technical policies, rules and regulations regarding programs; gathers and prepares background information.

Creates and maintains databases, systems, program records, and processes. Conducts data analysis and pulls data reports.

Leads internal and external audits for programs and assists in inspections to ensure compliance with program requirements. Reviews documents for audits.

Oversees and reviews the work of subcontractors.

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

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

Bachelor's degree from an accredited college or university, and three years of experience administering grant or incentive programs, community programs, or similar programs.

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

LICENSES AND CERTIFICATIONS:

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

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

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

Knowledge of:

Advanced principles and practices of grant program development, administration, and evaluation, including budgeting, financial management, and contract oversight.

Methods and techniques of program evaluation and data analysis.

Local, state, and federal air quality regulations, rules, regulatory changes, and industry advancements.

Air quality and environmental justice issues and concepts.

Grant management systems, financial reporting tools, and database management best practices

Procurement processes, including Requests for Proposals (RFPs) and Requests for Quotations (RFQs).

Community engagement strategies, stakeholder collaboration and public outreach best practices.

Meeting facilitation, workshop development, and techniques for effective stakeholder engagement.

Skills in:

Leading program development, policy analysis, and technical evaluations to improve grant and incentive programs.

Reviewing and interpreting complex policies, regulations, and technical data to ensure compliance.

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

Identifying issues and developing solutions related to program administration .

Analyzing financial data, program metrics, and emissions impacts to inform decision-making.

Communicating effectively through verbal, listening, and written communication to interact with internal and external stakeholders, including the public and the community.

Managing multiple projects, deadlines, and stakeholder relationships with external organizations.

Negotiating contract terms, resolving conflicts, and addressing program challenges with diplomacy and sound judgment.

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

Exercising sound independent judgment within established guidelines.

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

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical demands:

Some positions in this classification may require the following:

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

Working conditions:

- Work is primarily performed in a typical office environment.
- May attend and present at public events, workshops, and other meetings
- May travel to outdoor locations where project equipment will be installed or operated to conduct basic inspections.
- Occasional work may be required on evenings, weekends, and holidays.
- Some local travel.

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



CLASSIFICATION SPECIFICATION

Classification Specification Name: Supervising Air Quality Engineer

Class Codes: 5P001

Salary Grade: 144

Bargaining Unit: Represented, Professional

Established Date: September 2, 2026

Revision Date:

CLASSIFICATION SUMMARY

Under general direction, supervises staff and participates in the most complex and highly specialized level of assigned air quality engineering activities in a variety of Air District functions.

DISTINGUISHING CHARACTERISTICS

This is the supervisory level in the engineer series. This class provides both supervision and professional engineering services in support of the Air District's goals and objectives. Incumbents are responsible for ensuring adherence to the Air District's policies and procedures in the performance of a wide variety of air quality engineering activities for the Air District.

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

SUPERVISION RECEIVED AND/OR EXERCISED

Supervision is provided by the manager. Responsible for direct supervision of staff.

EXAMPLES OF DUTIES

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

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

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

Supervises and participates in the review and issuance of permits. Recommends permit issuance or denial.

Recommends and implements regulatory changes and systems development to comply with the regulatory permitting programs.

Researches and develops complex new and revised rules and procedures for regulation of air quality. Writes proposed regulation, establishes control level and technology, and prepares technical assessment reports.

Oversees staff in Hearing Board matters involving variances, order of abatements, and public nuisances. Testifies as expert witness before the Hearing Board.

Supervises and coordinates complex health risk assessment analysis, emission reductions, cost controls, and the development of emissions factors for complex facilities.

Supervises and participates in engineering compliance audits and operational tests.

Supervises and participates in source testing and sampling, analysis of the results, and preparation of reports. Observes and audits private contractor tests.

Conducts technical seminars and represents the Air District in meetings with the public, industry and other agencies. Provide technical expertise to other divisions in the Air District.

Oversees the Air District's response to public and industry inquiries regarding regulation interpretation, permit preparation, various compliance measures, and emission calculation methods.

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

Participates in the preparation of the strategic goals and objectives, and budget of the assigned programs. May testify on behalf of the Air District.

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

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

Bachelor's degree from an accredited college or university in environmental, chemical, mechanical or petroleum engineering or a closely related field and four years of air quality environmental engineering experience, including at least one year of experience providing lead direction to staff.

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

LICENSES AND CERTIFICATIONS:

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

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

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

Knowledge of:

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

Engineering principles and practices.

Methods of technical research, statistical analysis, and data visualization.

Air pollution analysis techniques and control methodologies and equipment.

Applicable Air District rules and regulations and state and federal laws.

Air pollution control equipment and processes.

Industrial chemical processes and equipment.

Skill in:

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

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

Applying sound engineering principles and techniques in a variety of air quality engineering matters.

Computing complex engineering calculations quickly and accurately.

Performing detailed analyses of designs, specifications, and plans.

Preparing and operating sampling instruments, effectively judging conditions, and maintaining test accuracy and safe working practices.

Conducting a variety of air quality engineering studies.

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

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

Exercising sound independent judgment.

Written, verbal, and listening communication.

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical demands:

Some positions in this classification may require the following:

- Sitting for long periods of time and walking and/or standing is only required occasionally.
- View computer screens and type for prolonged periods of time.
- Climb stairs, ladders, and towers.
- Use Personal Protective Equipment (PPE) to avoid or limit chemical and physical hazard exposure.
- Lift up or move equipment and materials up to 50 pounds.

Working conditions:

- Work is primarily performed in a typical office environment.
- May be required to work or attend public and other meetings after standard working hours.

- Occasional travel to facilities for site visits.
- Potential exposure to toxic or hazardous materials when visiting facilities.

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

DRAFT



CLASSIFICATION SPECIFICATION

Classification Specification Name: Supervising Air Quality Inspector

Class Codes: 5T003

Salary Grade: 142

Bargaining Unit: Represented, Technical/General

Established Date: September 2, 2026

Revision Date:

CLASSIFICATION SUMMARY

Under general direction, supervises the staff and activities for assigned inspections and performs the most complex and highly specialized level of air quality inspections.

DISTINGUISHING CHARACTERISTICS

This is the supervisory level in the Inspector series. This class provides supervision and professional inspection services in support of the Air District's goals and objectives. Incumbents are responsible for ensuring adherence to the Air District's policies and procedures in the performance of a wide variety of air quality inspection activities for the Air District.

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

SUPERVISION RECEIVED AND/OR EXERCISED

Supervision is provided by a manager. Responsible for direct supervision of staff.

EXAMPLES OF DUTIES

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

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

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

Reviews and evaluates violation notices and inspection reports for completeness, accuracy and conformity with Air District policies and procedures.

May accompany staff during inspections to observe and evaluate their work methods and performance. Makes corrections and notifies staff of needed improvements.

Reviews and examines complex settlement cases and advises staff on technical regulatory issues. Recommends additional enforcement or other legal action to executive staff.

Supervises the development, review, and approval processes for the Air District's new or revised rules and regulations and trains staff in the intent and interpretation of rules.

Coordinates the development of technological justifications and oversees the public and industry review process.

Develops enforcement criteria and related inspection policies. Contributes to the development and revision of rules, policies, and regulations involving inspections.

Coordinates contact with businesses, industries, and other groups to explain rules, policies and inspection procedures. Explains the reason for violation notices to concerned parties.

Coordinates and directs difficult and complex field investigations.

Participates in various quality assurance activities for inspections.

Supervises the preparation of enforcement case summaries and makes presentations. Conducts conferences with industry violators and their attorneys.

Supervises the development of policies, procedures, manuals, forms, webpages, and other tools.

Reviews and summarizes data, prepares special and periodic reports, and ensures program effectiveness.

Interprets rules and policies for Air District staff, industry, the public, and other agencies.

Conducts and participates in meetings and workshops with a variety of legal, public, and private agency officials to explain and interpret technical policies, data, rules, and regulations regarding programs.

Interacts, represents, and provides technical expertise to Air District staff and counsel, industry, the public, and other agencies.

May provide technical testimony on behalf of the Air District.

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

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

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

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

Bachelor's degree from an accredited college or university in chemistry, engineering, environmental science, or a closely related field, and four years of experience performing air quality inspections and/or specialist work, including at least one year of experience providing lead direction to staff.

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

LICENSES AND CERTIFICATIONS:

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

Positions may require a California Air Resources Board Visible Emissions Evaluation Certification.

Positions may require HAZWOPER certification and recertification annually, and any other mandatory training classes as determined by management.

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

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

Knowledge of:

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

Theories, principles and practices of air quality measurements, inspection and enforcement, and environmental research and analysis.

Applicable state and federal rules, regulations, and laws.

Basic legal principles of civil prosecution, particularly as they relate to environmental enforcement.

Basic principles of engineering, chemistry and biology as they relate to air quality enforcement programs.

Industrial processes and equipment used in air pollution control.

Common biological, chemical and physical processes that cause air pollution and their long- and short-term impacts and effects.

General principles of data quality and control.

Record-keeping and reporting principles and practices.

Industrial practices and techniques to modify production processes and equipment to reduce emissions.

Basic principles and practices of public administration.

Skills in:

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

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

Developing and supervising effective programs.

Analyzing technical air pollution problems, evaluating alternative solutions, and developing effective recommendations.

Analyzing and interpreting technical and legal rules, policies, and procedures.

Reading and understanding engineering diagrams and processes.

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

Communicating technical and non-technical information verbally and in writing to various audiences.

Exercising sound independent judgement within established guidelines.

Establishing and maintaining effective working relationships with those contacted in the course of the work, both internally and externally.

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical demands:

Some positions in this classification may require the following:

- Stand for long periods and walk long distances including unstable ground conditions and steep terrain.
- Bend, squat, twist, kneel, push, and pull.
- Sit for long periods of time performing computer work and while driving.
- View computer screens and type for prolonged periods of time.
- Climb stairs, ladders, and towers.
- Use Personal Protective Equipment (PPE) such as but not limited to, half-face respirators, Self-Contained Breathing Apparatus (SCBA), and/or flame and chemical resistant clothing, to avoid or limit chemical and physical hazard exposure.
- Lift and carry 40 pounds in unstable ground conditions for extended periods.
- Smell to detect odors.

Working conditions:

- Work is performed in various environments, both indoors and outdoors, including outdoors in inclement weather, active construction zones, gas stations and refineries, and facilities.
- Often exposed to loud noises and machinery.
- Potential exposure to toxic or hazardous materials when visiting facilities.
- May be exposed to ticks, snakes, and other wildlife.
- May be required to work after standard working hours. On-call duties may be required.
- Frequent local travel.
- Required to take assigned Air District vehicle home in response to after-hours and/or on-call duties.

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

DRAFT

CLASSIFICATION SPECIFICATION

Classification Specification Name: Supervising Air Quality Instrument Specialist

Class Codes: 5T004

Salary Grade: 142

Bargaining Unit: Represented, Technical/General

Established Date: September 2, 2026

Revision Date:

CLASSIFICATION SUMMARY

Under general direction, supervises staff and activities and performs the most complex and highly specialized level of air quality instrumentation work.

DISTINGUISHING CHARACTERISTICS

This is the supervisory level in the instrument specialist series. This class provides supervision and professional technical services in support of the Air District's goals and objectives. Incumbents are responsible for ensuring adherence to the Air District's policies and procedures in the performance of a wide variety of instrumentation activities for the Air District.

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

SUPERVISION RECEIVED AND/OR EXERCISED

Supervision is provided by a manager. Responsible for direct supervision of staff.

EXAMPLES OF DUTIES

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

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

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

Advises on the development, implementation, and evaluation of new air monitoring and source test programs. Makes recommendations to ensure that existing programs continue to comply with federal requirements.

Supervises and coordinates the resources for the most complex projects relating to air monitoring equipment operation and maintenance, data collection and analysis, program management, and special projects.

Supervises and coordinates air monitoring, source test, and instrument performance evaluation projects, and activities with Air District staff.

Reviews operational records, data, and reports to ensure data validation, quality assurance, instrument performance, and compliance with regulatory standards. Detects, identifies, and resolves irregularities.

Researches and analyzes new technology, procedures, and regulations relevant to air monitoring and source testing, and makes recommendations to management regarding the implementation process.

Develops and implements data systems and operational, analytical, and technical procedures and methods.

Supervises and coordinates specific programs, systems and activities such as the quality assurance/quality control program, repair and maintenance of equipment, monitoring site development, and other special projects.

Develops and recommends improved sampling techniques and equipment modifications.

Participates in inter-agency audits and studies and ensures compliance with all applicable regulations.

Evaluates data to ensure that quality control standards are met, and quality control systems are functioning appropriately to ensure robust data is being produced.

Recommends changes necessary to correct or prevent data quality issues.

Conducts and participates in meetings and workshops with a variety of legal, public, and private agency officials to explain and interpret technical policies, data, rules, and regulations regarding programs.

Interacts and represents the Air District with industry, the public and other agencies.
Provides technical expertise to Air District staff and counsel and to industry, the public and other agencies.

Supervises the maintenance of records and preparation of special and periodic reports.

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

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

May accompany staff to conduct mobile, portable, or stationary source-oriented monitoring.

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

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

Bachelor's degree from an accredited college or university in engineering, environmental science, meteorology, or a closely related field, and four years of experience installing, operating and maintaining air monitoring and quality assessment instruments and equipment, including at least one year of experience providing lead direction to staff.

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

LICENSES AND CERTIFICATIONS:

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

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

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

Knowledge of:

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

Theories, principles and practices of air quality monitoring and measurements.

Installation, operation, calibration, repair, and maintenance of a variety of analytical instruments and equipment.

Principles, practices and equipment used in ambient air sampling, ambient air monitoring, quality control, quality assessment, source test sampling and meteorological monitoring.

Applicable state and federal rules, regulations, and laws.

Environmental justice principles.

Basic principles of physics and chemistry as they relate to air quality.

Industrial equipment used in air pollution control.

Common biological, chemical and physical processes that cause air pollution and their long- and short-term impacts and effects.

General principles of data quality and control.

Record-keeping, record management, and reporting principles and practices.

Skills in:

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

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

Analyzing and interpreting technical and legal rules, policies, and procedures.

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

Communicating technical and non-technical information verbally and in writing to various audiences.

Exercising sound independent judgement within established guidelines.

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

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical demands:

Some positions in this classification may require the following:

- Walking, sitting, and/or standing for long periods of time.
- View computer screens and type for prolonged periods of time.
- Climb rooftops, stairs, ladders, and towers while carrying equipment and tools.
- Work at heights of up to 150 feet.
- Lift and carry 40 pounds in unstable ground conditions for extended periods.
- Move cylinders of compressed gas weighing up to 120 pounds with assistance.
- Use Personal Protective Equipment (PPE) to avoid or limit chemical and physical hazard exposure.

Working conditions:

- Work is performed in various environments, including typical office environments, Air District monitoring vans, and Air District monitoring stations. May perform work outdoors in inclement weather.
- Frequent travel to facilities and monitoring stations for instrument inspections.
- Potential exposure to chemicals and toxic or hazardous materials when visiting facilities.
- May be required to take assigned Air District vehicle home in response to after-hours and/or on-call duties.
- May be required to operate multiple types of Air District vehicles, such as compact vehicles, sedans, large vans and trucks, pickup trucks, etc.
- May be required to participate in incident or emergency response activities, as needed, including after-hours or unexpected coverage.

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



CLASSIFICATION SPECIFICATION

Classification Specification Name: Supervising Air Quality Specialist

Class Codes: 5T005

Salary Grade: 142

Bargaining Unit: Represented, Technical/General

Established Date: September 2, 2026

Revision Date:

CLASSIFICATION SUMMARY

Under general direction, supervises staff and activities and performs the most complex and highly specialized level of program development and implementation for air quality programs.

DISTINGUISHING CHARACTERISTICS

This is the supervisory level in the air quality specialist series. This class provides both supervision and highly specialized services in support of the Air District's goals and objectives. Incumbents are responsible for ensuring adherence to the Air District's policies and procedures in the performance of a wide variety of specialized activities for the Air District. Incumbents are responsible for accomplishing program goals and objectives within policy guidelines.

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

SUPERVISION RECEIVED AND/OR EXERCISED

Supervision is provided by the manager. Responsible for direct supervision of staff.

EXAMPLES OF DUTIES

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

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

Participates in the staff selection, prepares performance evaluations, and provides training and professional development for assigned staff.

Supervises the development and implementation of Air District policies and programs to enforce statutory and regulatory requirements and program effectiveness. Develops and recommends the Air District's position on various matters such as hearing board actions and settlement conferences.

Develops recommendations concerning air quality and climate protection programs, plans, legislation, and regulations. Prepares related reports, memos, and presentations.

Researches, develops, reviews, implements, and recommends new and existing rules and regulations, policies, procedures, technologies, manuals, forms, webpages, and other program tools.

Advises staff on technical, regulatory, and programmatic issues.

Supervises and leads complex research and studies related to air quality and climate issues. Reviews and summarizes data, prepares special and periodic reports.

Conducts and participates in meetings and workshops with a variety of legal, public and private agency officials to explain and interpret technical policies, data, rules and regulations regarding programs.

Participates in meetings, conferences, hearing boards, and workshops with public and private agencies. Serves on special committees and task forces relating to air quality program activities.

Interacts and represents the Air District with industry, the public, and other agencies. Provides technical expertise to Air District staff and counsel and to industry, the public and other agencies.

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

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

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

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

Bachelor's degree from an accredited college or university in chemistry, engineering, environmental science, meteorology, or a closely related field, and four years of experience developing and administering air quality programs, including at least one year of experience providing lead direction to staff.

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

LICENSES AND CERTIFICATIONS:

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

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

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

Knowledge of:

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

Theories, principles, and practices of air quality measurements, inspection and enforcement, including environmental research and analysis.

Applicable rules and regulations and state and federal laws.

Basic legal principles of civil prosecution, particularly as they relate to environmental enforcement.

Basic principles of engineering, chemistry, and biology as they relate to air quality enforcement programs.

Industrial processes and equipment used in air pollution control.

Common biological, chemical, and physical processes that cause air pollution and their long- and short-term impacts and effects.

General principles of data quality and control.

Record-keeping and reporting principles and practices.

General principles of records management.

Industrial practices and techniques to modify production processes and equipment to reduce emissions.

Basic principles and practices of public administration.

Skills in:

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

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

Developing, administering, and supervising effective programs.

Analyzing and researching technical air pollution issues, evaluating alternative solutions, and developing effective recommendations.

Analyzing and interpreting technical and legal rules, policies, and procedures.

Reading and understanding engineering diagrams and processes.

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

Communication both verbal and written, including communicating technical information to people at all levels of technical knowledge. Negotiating settlements tactfully and effectively.

Exercising sound independent judgement and decision making within established guidelines.

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

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical demands:

Some positions in this classification may require the following:

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

Working conditions:

- Work is primarily performed in a typical office environment.
- May be required to work or attend public and other meetings after standard working hours.
- Occasional travel to facilities for site visits.

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

DRAFT



CLASSIFICATION SPECIFICATION

Classification Specification Name: Supervising Analyst

Class Codes: 5P005

Salary Grade: 142

Bargaining Unit: Represented, Professional

Established Date: September 2, 2026

Revision Date:

CLASSIFICATION SUMMARY

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

DISTINGUISHING CHARACTERISTICS

This is the supervisory level in the series. This class provides supervision and performs professional analytical work in support of the Air District's goals and objectives.

Incumbents oversee staff performance and are responsible for ensuring adherence to the Air District's policies, procedures, and standards in executing a variety of programmatic and policy-related activities.

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

SUPERVISION RECEIVED AND/OR EXERCISED

Supervision is provided by the manager. Responsible for direct supervision of staff.

EXAMPLES OF DUTIES

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

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

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

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

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

Supervises and conducts the most complex and comprehensive research and analysis for assigned programs and serves as a subject matter expert, providing recommendations and guidance to management, stakeholders, and external partners.

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

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

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

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

Supervises and prepares Requests for Proposal (RFPs) and Requests for Quotations (RFQs). Leads and coordinates the contract process, and ensures compliance with procurement policies and regulations.

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

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

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

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

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

Bachelor's degree from an accredited college or university and four years of experience in professional analytical or programmatic work, including at least one year of experience providing lead direction to staff.

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

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

LICENSES AND CERTIFICATIONS:

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

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

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

Knowledge of:

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

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

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

Principles of mathematical and statistical computations.

Procurement and contract processes.

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

Research and reporting methods, techniques, and procedures.

Principles and applications of critical thinking and analysis.

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

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

Advanced principles and practices of public sector management and government.

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

Record keeping principles and procedures.

Skills in:

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

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

Developing and supervising effective programs.

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

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

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

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

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

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

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

Identifying issues, evaluating options, and implementing effective solutions.

Communicating effectively through verbal, listening, and written communication.

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

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

Exercising sound independent judgement and decision making within established guidelines.

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

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical demands:

Some positions in this classification may require the following:

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

Working conditions:

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

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



CLASSIFICATION SPECIFICATION

Classification Specification Name: Technician

Class Codes: 7T045

Salary Grade: 126

Bargaining Unit: Represented, Technical/General

Established Date: September 2, 2026

Revision Date:

CLASSIFICATION SUMMARY

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

DISTINGUISHING CHARACTERISTICS

Technician is the entry-level administrative and technical support classification. Under close supervision, incumbents perform routine support assignments within an established procedural framework while learning Air District policies, procedures, and the operations of an assigned functional or program area. As knowledge and experience are gained, assignments are performed with greater independence within established guidelines.

This class is distinguished from Analyst I/II in that the latter performs professional-level analytical work requiring greater subject matter knowledge, independent judgment, and responsibility for program and project assignments.

SUPERVISION RECEIVED AND/OR EXERCISED

Supervision is provided by a supervisor or manager. No supervision is exercised over others.

EXAMPLES OF DUTIES

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

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

Assists with the administration of assigned programs, projects, and initiatives by performing routine administrative and technical support tasks.

Reviews and verifies information for completeness, accuracy, and compliance; enters and maintains data in databases and resolves routine discrepancies as needed.

Gathers, compiles, and summarizes data related to program activities; conducts basic research and analysis to identify and track trends, outcomes, and routine issues.

Prepares and maintains files, records, reports, presentations, correspondence, and other documentation.

Assists in monitoring program activities and performance measures using established metrics, procedures, and tools.

Provides customer service to internal and external stakeholders, responds to routine inquiries, and explains Air District policies and procedures.

Assists in preparing meeting materials, agenda items, and routine correspondence.

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

Maintains and updates files, procedures, forms, logs, and records.

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

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

Associate's degree and one year of administrative, technical, or program support experience.

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

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

LICENSES AND CERTIFICATIONS:

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

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

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

Knowledge of:

Administrative support, records management, document control, and basic program support processes.

Basic research, data collection, and reporting methods.

Applicable Air District policies and procedures and relevant local, state, and federal laws and regulations related to assigned work.

Standard office software, database systems, and business applications relevant to assigned work.

Skills in:

Performing accurate data entry, records maintenance, data management, and routine reporting.

Reviewing information for completeness, accuracy, and compliance with established procedures.

Gathering, compiling, and summarizing data and basic research findings.

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

Providing effective customer service and communicating clearly with internal and external stakeholders.

Demonstrating attention to detail, initiative, and sound independent judgment within established guidelines.

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

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical demands:

Some positions in this classification may require the following:

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

Working conditions:

- Work is primarily performed in a typical office environment, with occasional travel to district offices, field sites, and other locations.
- May attend and present at public events, workshops, and other meetings.
- Occasional work may be required on evenings, weekends, and holidays.

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



CLASSIFICATION SPECIFICATION

Classification Specification Name: Toxicologist

Class Codes: 7P012

Salary Grade: 144

Bargaining Unit: Represented, Professional

Established Date: September 2, 2026

Revision Date:

CLASSIFICATION SUMMARY

Under general direction, designs, conducts, and reviews toxicological studies and risk assessment of environmental factors relating to public health. Performs and reviews health risk assessments for permit applications and facilities.

DISTINGUISHING CHARACTERISTICS

This standalone class is responsible for providing toxicological evaluation of emitted air contaminants by permit applicants in the Air District. The incumbent acts as the Air District's technical expert on the toxicological properties and hazards of air contaminants and assists in the Air District's educational and informational programs for the public.

SUPERVISION RECEIVED AND/OR EXERCISED

Supervision is provided by a manager. No supervision is exercised over others.

EXAMPLES OF DUTIES

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

Serves as a technical expert on toxicological properties and hazards of toxic air contaminants.

Interprets and evaluates toxic risk assessments submitted by permit applicants.

Evaluates, advises, and consults on the adequacy of toxicological data submitted by other organizations.

Advises on precautionary labeling for hazardous chemicals and products utilized within the Air District.

Performs risk screening analyses for permit applicants.

Reviews and approves Health Risk Assessments (HRAs) conducted by Engineering staff and provides direction to staff to ensure accuracy, consistency, comprehensibility, and conformance with Air District rules, regulations, policies, and procedures, and guidelines.

Evaluates toxicological studies and provides recommendations for the development and implementation of Air District regulatory programs and policies.

Ensures that Air District TAC rules, policies, and procedures conform to state health risk assessment guidance.

Tracks, reviews, and analyzes current and proposed policies and regulations concerning TACs.

Interacts with outside agencies, industry, and the public regarding health risk assessments and potential health and environmental hazards.

May testify on behalf of the Air District.

Assists in development and implementation of programs and policies concerning toxic air contaminants.

Researches and evaluates scientific literature to stay current on emerging issues related to toxic air contaminants, chemical hazards, and their potential health effects.

Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

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

Bachelor's degree from an accredited college or university in toxicology, biochemistry, pharmacology, or a closely related field and three years of experience in conducting, toxicological studies, hazard assessments or safety evaluations.

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

LICENSES AND CERTIFICATIONS:

None.

OTHER REQUIREMENTS

None.

KNOWLEDGE AND SKILLS

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

Knowledge of:

Theories, principles, and practices of applied and theoretical toxicology, biochemistry, and pharmacology.

Emission sources of pollutants, greenhouse gases, and toxic air contaminants.

Principles and procedures for conducting health risk assessment and risk screening analyses for toxic substances and toxicological investigation.

Toxicological properties, health effects, and environmental fate of toxic air contaminants, hazardous chemicals, and pollutants.

Scientific research methods for evaluating toxicological data and assessing health risks.

Applicable local, state, and federal air quality regulations.

Skills in:

Developing and implementing toxicological practices and procedures.

Reading, understanding, and applying regulatory information to analysis.

Maintaining accurate records and preparing complete and concise reports of work performed.

Communicating verbally and in writing, including conveying technical information to individuals with varying levels of technical knowledge.

Exercising sound independent judgment and decision making within established guidelines.

Critical thinking and problem solving.

Analyzing, interpreting and applying data to draw conclusions and make recommendations.

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

Managing multiple projects, meeting deadlines, and adapting to evolving regulatory and scientific developments.

PHYSICAL DEMANDS AND WORKING CONDITIONS

Physical demands:

Some positions in this classification may require the following:

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

Working conditions:

- Work is primarily performed in a typical office environment.

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

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: September 2, 2026

Re: Authorization to Amend Contract with the Marie Harrison Community
Foundation for the Bayview Hunters Point/Southeast San Francisco
Assembly Bill 617 Community Emissions Reduction Plan

RECOMMENDED ACTION

Authorize the Executive Officer/APCO to approve Master Services Agreement Amendment No. 4 to Contract No. 2022.286 with the Marie Harrison Community Foundation to extend the end date from August 31, 2026, to March 31, 2028, and to increase the current contract limit by \$251,092, from \$498,540 to \$749,632, for continued Co-Lead support for the public review and implementation phases of the Bayview Hunters Point/Southeast San Francisco's Assembly Bill 617 Community Emissions Reduction Plan.

BACKGROUND

The Air District collaborates with Bay Area Communities to plan and implement Assembly Bill 617 (AB 617, C. Garcia, Chapter 136, Statutes of 2017) to reduce community exposure to air pollutants. Following the Air District's nomination, the California Air Resources Board formally designated Bayview Hunters Point/Southeast San Francisco as an AB 617 community on February 23, 2023.

The Air District is co-leading this effort with the Marie Harrison Community Foundation. Together, the Air District and the Marie Harrison Community Foundation established a Community Steering Committee (CSC) in Bayview Hunters Point/Southeast San Francisco (BVHP/SESF) that informs the development and implementation of a Community Emissions Reduction Plan (CERP). Under the current Master Services Agreement (MSA), Marie Harrison Community Foundation (MHCF) actively supported the AB 617 site nomination, outreached to community members for CSC recruitment, supported the planning and facilitation of CSC meetings, attended subcommittee meetings and brought onboard technical advisory members to support the CSC.

The Board first approved the MSA in 2022 to initiate the Co-Lead partnership and support the CERP process for \$90,000 through October 31, 2023. During this initial contract period, MHCF supported a recruitment, application, and selection process for CSC and helped plan two orientation meetings and community tour.

Amendment one increased the amount of the MSA by \$150,000 (to \$240,000) and extended the term through December 31, 2024. During this period, the CSC completed the following milestones in the CERP development process: adopting a Charter, adopting a community boundary, participating in the mapping to identify pollution concerns and sensitive populations in the neighborhood, and participating in discussions on a variety of key air quality topics.

Amendment two increased the amount of the MSA by \$158,880 (to \$398,880) and extended the term through November 30, 2025. During this period, the CSC reviewed Air District data and prioritized air quality concerns and identified six focus areas to categorize the strategies in the CERP.

Amendment three increased the amount of the MSA by \$99,660 (to \$498,540) and extended the term through August 31, 2026. During this period, the MHCF supported the CSC in developing and reviewing draft strategies and actions for their inclusion in the draft CERP.

DISCUSSION

The Air District seeks to continue its partnership with MHCF through CERP adoption and the start of implementation of the BVHP/SESF AB 617 CERP. Amendment four adds \$251,092 and extends the contract by 19 months, through March 31, 2028. During this contract period, MHCF will work with the Air District and CSC to finalize the draft BVHP/SESF CERP, support the public CERP review process, and assist with CERP adoption processes from CSC approval, to the Board of Directors consideration of adoption, and CARB's consideration of approval. Following CERP adoption, MHCF will support the work of the Air District and CSC in implementing the CERP with the following activities:

- Support with planning and facilitating CSC meetings in coordination with the Air District
- Provide ongoing support to individual CSC members
- Conduct community outreach to engage the BVHP/SESF community in the public review process and to fill vacancies on the CSC
- Support the transition from CERP adoption to implementation

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for the amended contract amount of \$251,092 is included in the Fiscal Year Ending 2027 budget, Program 617. Costs for future years will continue to be included in future proposed budgets for Program 617.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Daniel Madrigal
Reviewed by: Diana Ruiz

ATTACHMENT(S):

1. Marie Harrison Community Foundation 2022.286_exe
2. Marie Harrison Community Foundation 2022.286 Amendment 1_exe
3. Marie Harrison Community Foundation 2022.286 Amendment 2_exe
4. Marie Harrison Community Foundation 2022.286 Amendment 3_exe
5. Marie Harrison Community Foundation 2022.286 Amendment 4_Draft

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

MASTER SERVICES CONTRACT

CONTRACT NO. 2022.286

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 as defined herein. DISTRICT is entering into this Contract based on CONTRACTOR's stated qualifications to perform the Services.
 - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
3. **DEFINITIONS**
 - A. "Purchase Order" shall mean the written or electronic document used by DISTRICT to track payments to CONTRACTOR under this Contract.
 - B. "Services" shall mean the services to be provided by CONTRACTOR hereunder as generally described in the General Description of Services, attached hereto as Attachment A and made a part hereof by this reference, and as specifically described in Task Orders issued pursuant to this Contract.
 - C. "Task Order" shall mean a written request by DISTRICT for specific services to be performed by CONTRACTOR.
4. **PERFORMANCE REQUIREMENTS**
 - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
 - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
 - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT's Conflict of Interest Code.
 - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
 - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
 - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraphs A-E above.

5. TERM – The term of this Contract is from date of Contract execution to October 31, 2023, unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.

6. TERMINATION

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

7. INSURANCE

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

meet this insurance requirement with personal automobile liability insurance carrying a business use endorsement or by demonstrating to the satisfaction of DISTRICT that business use is covered under the CONTRACTOR's personal automobile liability insurance. A CONTRACTOR using only rental vehicles in performing work under this Contract may meet this insurance requirement by purchasing automobile liability insurance in the required coverage amount from the rental agency.

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

8. INDEMNIFICATION

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

9. AGREEMENT TO PROVIDE SERVICES

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

- or thereto, unless this Contract shall be specifically amended to adopt such other terms and conditions in writing by the parties.
- C. Notwithstanding any other provision of this Contract to the contrary, DISTRICT shall have no obligation to order or purchase any services hereunder and the placement of any Task Order shall be in the sole discretion of DISTRICT. Without limiting the generality of the foregoing, the actual quantity of services to be purchased hereunder shall be determined by DISTRICT in its sole discretion and shall not exceed \$90,000. This Contract is not exclusive. CONTRACTOR expressly acknowledges and agrees that DISTRICT may purchase at its sole discretion, services that are identical or similar to the services described in this Contract from any third party.
10. TASK ORDERS – Each Task Order will specify the following items, as relevant: specific services requested, schedule for services, location where services are to be performed (with contact person), and cost or estimated cost of services. Each Task Order issued under this Contract shall be made part of, and be incorporated into this Contract, and shall reference this Contract on the face of each Task Order. Should any Task Order not conform to or satisfy the terms of this Contract, CONTRACTOR shall have five (5) business days after receipt to reject the Task Order. By not rejecting the Task Order within five (5) business days, CONTRACTOR will have accepted the Task Order. Acceptance by CONTRACTOR is limited to the provisions of this Contract and the Task Order. No additional or different provisions proposed by CONTRACTOR or DISTRICT shall apply. In addition, the parties agree that this Contract and accepted Task Orders constitute a contract for services and satisfy all statutory and legal formalities of a contract.
11. PRICING, INVOICES, AND PAYMENT
- A. DISTRICT shall pay CONTRACTOR for all services ordered and provided in compliance with the terms and conditions of this Contract and with Task Orders issued under this Contract.
- B. CONTRACTOR shall submit original invoices to DISTRICT in form and substance and format reasonably acceptable to DISTRICT. Each invoice, including supporting documentation, must be prepared in duplicate on CONTRACTOR's letterhead; must list DISTRICT's contract number, Purchase Order Number, and the CONTRACTOR's Social Security Number or Federal Employer Identification Number; and must be submitted to: Bay Area Air Quality Management District, 375 Beale Street, Suite 600, San Francisco, CA 94105, Attn: Contracts Manager.
- C. Except as specifically set forth in Attachment A or in Task Orders under this Contract, DISTRICT shall not be responsible for any additional costs or expenses of any nature incurred by CONTRACTOR in connection with the provision of the services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc.
- D. CONTRACTOR represents, warrants and covenants that the prices, charges and fees for services set forth in this Contract (on the whole) are at least as favorable as the prices, charges and fees CONTRACTOR charges (on the whole) to other of its customers or clients for the same or substantially similar services provided under the same or substantially similar circumstances, terms, and conditions. If CONTRACTOR agrees or contracts with other clients or customers similarly situated during the Term of this Contract, and offers or agrees to financial terms more favorable than those set forth herein (on the whole), CONTRACTOR hereby agrees that it will reduce the prices, charges and/or fees charged to DISTRICT in respect of the services hereunder to the most favorable rates received by those other clients or customers.
12. DISPUTE RESOLUTION – A party that disputes a notice of breach must first seek mediation to resolve the dispute in accordance with the provisions set forth below.

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

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

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

14. ADDITIONAL PROVISIONS – All attachment(s) to this Contract are expressly incorporated herein by this reference and made a part hereof as though fully set forth.
15. EMPLOYEES OF CONTRACTOR
- A. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation, 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 under the Task Order(s) to perform services under this Contract. CONTRACTOR shall not assign different employees to perform these services without the express written permission of DISTRICT, which DISTRICT will not unreasonably withhold.
 - D. DISTRICT reserves the right to review the credentials to perform the services for any of CONTRACTOR's employees assigned herein and to disapprove CONTRACTOR's assignments. CONTRACTOR warrants that it will not employ any subcontractor(s) without prior written approval from DISTRICT.
16. CONFIDENTIALITY – In order to carry out the purposes of this Contract, CONTRACTOR may require access to certain of DISTRICT's confidential information (including trade secrets, inventions, confidential know-how, confidential business information, and other information that DISTRICT considers confidential) (collectively, "Confidential Information"). It is expressly understood and agreed that DISTRICT may designate in a conspicuous manner Confidential Information that CONTRACTOR obtains from DISTRICT, and CONTRACTOR agrees to:
- A. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any other person or entity in any manner whatsoever, except that such disclosure or access shall be permitted to employees of CONTRACTOR requiring access in fulfillment of the services provided under this Contract.
 - B. Ensure that CONTRACTOR's officers, employees, agents, representatives, and independent contractors are informed of the confidential nature of such information and to assure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
 - C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Contract.
 - D. Notify DISTRICT promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof by any person or entity other than those authorized by this section. Take at CONTRACTOR's expense, but at DISTRICT's option and in any event under DISTRICT's control, any legal action necessary to prevent unauthorized use of such information by any third party or entity which has gained access to such information at least in part due to the fault of CONTRACTOR.
 - E. Take any and all other actions necessary or desirable to assure such continued confidentiality and protection of such information during the term of this Contract and following expiration or termination of the Contract.
 - F. Prevent access to such materials by a person or entity not authorized under this Contract.
 - G. Establish specific procedures in order to fulfill the obligations of this section.
17. INTELLECTUAL PROPERTY RIGHTS – Title and full ownership rights to all intellectual property developed under this Contract shall at all times remain with DISTRICT, unless otherwise agreed to in writing.
18. PUBLICATION
- A. DISTRICT shall approve in writing any report or other document prepared by CONTRACTOR in connection with performance under this Contract prior to dissemination or publication of such

report or document to a third party. DISTRICT may waive in writing its requirement for prior approval.

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

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

- D. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and shall require compliance with the above.
19. NON-DISCRIMINATION – In the performance of this Contract, CONTRACTOR shall not discriminate in its recruitment, hiring, promotion, demotion, and termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, medical condition, or physical or mental disability and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts. CONTRACTOR shall also require each subcontractor performing services in connection with this Contract to comply with this section and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.
 20. 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.
 21. 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.
 22. 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.

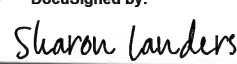
23. ATTORNEYS' FEES – In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.
24. FORCE MAJEURE – Neither DISTRICT nor CONTRACTOR shall be liable for or deemed to be in default for any delay or failure 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.
25. 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.
26. 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.
27. 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.
28. 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.
29. 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.

30. SURVIVAL OF TERMS – The provisions of sections 8 (Indemnification), 16 (Confidentiality), 17 (Intellectual Property Rights), and 18 (Publication) shall survive the expiration or termination of this Contract.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

MARIE HARRISON COMMUNITY FOUNDATION
INC.

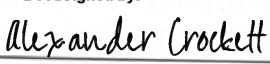
By: 
DocuSigned by:
7180203A08BF42D...
Sharon Landers
Interim Executive Officer/APCO

By: 
Arieann Harrison
Executive Director

Date: 2/11/2023

Date: 12/30/2022

Approved as to form:
District Counsel

By: 
DocuSigned by:
B6AE1A26FCA4453...
Alexander G. Crockett
District Counsel 2/9/2023

Attachment A

General Description of Services

The Marie Harrison Community Foundation (CONTRACTOR), as part of a co-lead team including CONTRACTOR and the Bayview Hunters Point Community Advocates, and with support from the DISTRICT, shall lead the development and initial implementation of a 2024 Community Emissions Reduction Plan (CERP) in Bayview Hunters Point/Southeast San Francisco that will launch in 2023 pending DISTRICT Board of Directors' and California Air Resources Board's (CARB) approval via community and stakeholder engagement, facilitation, technical research, mitigation analysis, and plan writing.

CONTRACTOR has experience developing programs and conducting outreach in the community to advance community-designed solutions and policies to long-standing health, economic and environmental issues, including creating the Marie Harrison Youth Scholarship program, distributing air filtration units to an unsheltered community at Pier 94 in San Francisco, and Pollution Patrol - a street reconnaissance team addressing illegal dumping in District 10. CONTRACTOR has built long-term relationships with the DISTRICT and participated in DISTRICT meetings and enforcement issues. As a result, CONTRACTOR has gained deep leadership skills and expertise around engaging with DISTRICT regarding regulatory rulemaking, enforcement, planning processes and programs.

Provided that Bayview Hunters Point/Southeast San Francisco receives its Assembly Bill (AB) 617 (C. Garcia 2017) designation from CARB, the outreach process to launch the CERP Steering Committee will begin in March 2023 and the formal CERP development phase, under the guidance of the Steering Committee, is expected to take up to two years (expected completion in February 2025).

CONTRACTOR shall provide DISTRICT with community engagement support, policy development, and facilitation services in preparation for the CERP nomination and the development of the Bayview Hunters Point/Southeast San Francisco CERP by conducting outreach amongst CONTRACTOR's members, partners/allies, and Bayview Hunters Point/Southeast San Francisco residents.

Pursuant to Task Orders issued under this Contract, CONTRACTOR's tasks and services include, but are not limited to:

1. In consultation and coordination with DISTRICT, co-Lead with Bayview Hunters Point Community Advocates a community engagement and planning process in the Bayview Hunters Point and the broader Southeast San Francisco area.
2. Perform outreach to Bayview Hunters Point/Southeast San Francisco community about the CERP nomination and AB 617 process and identify speakers and provide support at public process.
3. Design, recruit and create a CERP Community Steering Committee that represents the diverse communities and organizations impacted by poor air pollution in the Bayview Hunters Point/Southeast San Francisco area.
4. Provide planning, outreach and communication, and logistics support for Community Steering Committee meetings to support the development of a CERP for Bayview Hunters Point/Southeast San Francisco area, including meeting logistics/spaces, meeting flyers, and meeting preparation.
5. Convene and co-facilitate Co-Leads meetings to plan for the CERP meetings including co-developing agendas and presentations.

6. Identify, develop and/ or present at trainings and other information about AB 617 or other topics, such as the history of environmental justice in Southeast San Francisco, to the CERP Community Steering Committee, DISTRICT, or other organizations, as needed.
7. Conduct information gatherings or research on policies and strategies to include in the CERP for the Bayview Hunters Point/Southeast San Francisco area, as needed.
8. Oversee the development of the CERP Plan for Community Steering Committee to review and approve.

AMENDMENT NO. 1 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2022.286

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, September 29, 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 for community engagement support, policy development, and facilitation services related to the Bayview Hunters Point/Southeast San Francisco Community Emissions Reduction Plan (the "Contract"), which Contract was executed on behalf of CONTRACTOR on December 30, 2022, and on behalf of DISTRICT on February 11, 2023.
2. The PARTIES seek to amend the term and the total cost of the Contract because DISTRICT seeks additional services from CONTRACTOR, and CONTRACTOR desires to provide those services.
3. In accordance with Section 29 of the Contract, DISTRICT and CONTRACTOR amend the above-entitled Contract as follows:

TERMS AND CONDITIONS OF CONTRACT AMENDMENT:

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 5, "Term." The term of the Contract shall be extended so that the termination date of the Contract is now December 31, 2024.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph C of Section 9, "Agreement to Provide Services," of the Contract to replace "\$90,000" with "\$240,000."
3. 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.

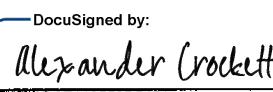
By: 
Philip M. Fine
Executive Officer/APCO

By: 
Arieann Harrison
Executive Director

Date: 12/4/2023

Date: 11/16/2023

Approved as to form:
District Counsel

By:  12/1/2023
Alexander G. Crockett
District Counsel

AMENDMENT NO. 2 TO

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

CONTRACT NO. 2022.286

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, October 11, 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 for community engagement support, policy development, and facilitation services related to the Bayview Hunters Point/Southeast San Francisco Community Emissions Reduction Plan (the "Contract"), which Contract was executed on behalf of CONTRACTOR on December 30, 2022, and on behalf of DISTRICT on February 11, 2023.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated September 29, 2023, for reference purposes only, to amend the term and total cost of the Contract.
3. The PARTIES seek to amend the term and the total cost of the Contract because DISTRICT seeks additional services from CONTRACTOR, and CONTRACTOR desires to provide those services.
4. The PARTIES additionally seek to update the Performance Requirements to update and clarify CONTRACTOR's responsibilities under the Contract.
5. In accordance with Section 29 of the Contract, DISTRICT and CONTRACTOR amend the above-entitled Contract as follows:

TERMS AND CONDITIONS OF CONTRACT AMENDMENT:

1. By this Contract Amendment, DISTRICT and CONTRACTOR replace Section 4, "Performance Requirements" with the following:
 - 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 agrees to complete a workplace training on preventing a hostile work environment (including illegal discrimination, harassment, and bullying). The training must either be provided by or approved by DISTRICT. Within sixty (60) days of execution of this Contract, CONTRACTOR must provide the DISTRICT a certificate of completion or other proof of completion of the training for each employee who will regularly work with DISTRICT staff and/or Community Steering Committee members. If additional employees are hired or assigned to regularly work with DISTRICT staff and/or Community Steering Committee members after this Contract is executed, CONTRACTOR shall have sixty (60) days from the date of each employee's hiring or assignment to provide that employee's certificate of completion or other proof of completion. CONTRACTOR shall send the certificates of completion or other proof of completion to HR_Staff@baaqmd.gov.
 - G. CONTRACTOR understands and recognizes that the AB 617 community emissions reduction program development process requires a partnership between the DISTRICT, its contractors, and Community Steering Committee members. CONTRACTOR agrees to collaboratively partner with the DISTRICT to effectuate the objectives and requirements of AB 617.
 - H. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraphs A-G above.
- 2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 5, "Term." The term of the Contract shall be extended so that the termination date of the Contract is now November 30, 2025.
 - 3. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph C of Section 9, "Agreement to Provide Services," of the Contract to replace "\$240,000" with "\$398,880."
 - 4. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

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

Date: 11/22/2024

MARIE HARRISON COMMUNITY
FOUNDATION, INC.

By: 
Arieann Harrison
Executive Director

Date: 11/11/2024

Approved as to form:

By: 
DocuSigned by:
Alexander G. Crockett
General Counsel

AMENDMENT NO. 3 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2022.286

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, October 19, 2025.

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 for community engagement support, policy development, and facilitation services related to the Bayview Hunters Point/Southeast San Francisco Community Emissions Reduction Plan (the "Contract"), which Contract was executed on behalf of CONTRACTOR on December 30, 2022, and on behalf of DISTRICT on February 11, 2023.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated September 29, 2023, for reference purposes only, to amend the term and total cost of the Contract.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated October 11, 2024, for reference purposes only, to amend the term, total cost, and Performance Requirements of the Contract.
4. The PARTIES seek to amend the term and the total cost of the Contract because DISTRICT seeks additional services from CONTRACTOR, and CONTRACTOR desires to provide those services.
5. In accordance with Section 29 of the Contract, DISTRICT and CONTRACTOR amend the above-entitled Contract as follows:

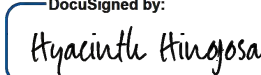
TERMS AND CONDITIONS OF CONTRACT AMENDMENT:

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 5, "Term." The term of the Contract shall be extended so that the termination date of the Contract is now August 31, 2026.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph C of Section 9, "Agreement to Provide Services," of the Contract to replace "\$398,880" with "\$498,540."

3. 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: 
Philip M. Fine
Executive Officer/APCO

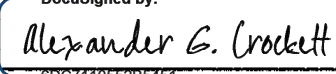
Date: 11/25/2025

MARIE HARRISON COMMUNITY
FOUNDATION, INC.

By: 
Arieann Harrison
Executive Director

Date: 11/24/2025

Approved as to form:

By: 
Alexander G. Crockett
General Counsel

AMENDMENT NO. 4 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2022.286

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, July 2, 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 for community engagement support, policy development, and facilitation services related to the Bayview Hunters Point/Southeast San Francisco Community Emissions Reduction Plan (the "Contract"), which Contract was executed on behalf of CONTRACTOR on December 30, 2022, and on behalf of DISTRICT on February 11, 2023.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated September 29, 2023, for reference purposes only, to amend the term and total cost of the Contract.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated October 11, 2024, for reference purposes only, to amend the term, total cost, and Performance Requirements of the Contract.
4. The PARTIES entered into Amendment No. 3 to the Contract, dated October 19, 2025, for reference purposes only, to amend the term and total cost of the Contract.
5. The PARTIES seek to amend the term and the total cost of the Contract because DISTRICT seeks additional services from CONTRACTOR, and CONTRACTOR desires to provide those services.
6. In accordance with Section 29 of the Contract, DISTRICT and CONTRACTOR amend the above-entitled Contract as follows:

TERMS AND CONDITIONS OF CONTRACT AMENDMENT:

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 5, "Term." The term of the Contract shall be extended so that the termination date of the Contract is now March 31, 2028.

2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph C of Section 9, "Agreement to Provide Services," of the Contract to replace "\$498,540" with "\$749,632."
3. 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

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: September 2, 2026

Re: Authorization to Amend Contract with Environmental Audit, Inc. for California
Environmental Quality Act Support Services

RECOMMENDED ACTION

Authorize the Executive Officer/APCO to execute Amendment No. 1 to Contract No. 2025.087 with Environmental Audit, Inc. to increase the maximum dollar amount of the contract by \$200,000 for California Environmental Quality Act support services.

BACKGROUND

In carrying out the Air District's mission to improve air quality and protect public health in the San Francisco Bay Area, the Air District develops new rules and amends existing rules to further reduce the emissions of air pollutants. In the development of these new rules and amendments, the California Environmental Quality Act (CEQA) requires that the Air District conduct analysis of the anticipated environmental impacts of the proposed rulemaking.

In 2024, the Air District solicited proposals from qualified CEQA contractors to perform these analyses through a Request for Qualifications (RFQ 2024-012). Air District staff reviewed and evaluated the proposals received, and entered into master services agreements with seven selected vendors to establish a bench: Ascent, Aspen Environmental Group (Aspen), Environmental Audit, Inc., Environmental Science Associates (ESA), LSA Associates, Inc., MIG, Inc., and PlaceWorks. Vendors were scored on their experience, approach, quality and diversity of work, capacity and abilities, cost, references, and certifications. The selected vendors were the highest scoring applicants, and all selected vendors demonstrated their substantial expertise, technical capabilities, relevant experience, and deep proficiency and understanding in providing these services in a cost-effective manner.

Environmental Audit, Inc. was subsequently awarded individual task orders under this master services agreements through solicitations conducted for the various projects described in the previous section. This contract amendment being requested is needed to execute the task orders awarded through these solicitations.

Note that the Air District has previously contracted with Environmental Audit, Inc. under Contract No. 2019.171 for CEQA services not to exceed \$294,000 in cost.

DISCUSSION

The Air District entered into a master services agreement with Environmental Audit, Inc. – Contract No. 2025.087 on April 30, 2025 following a Request for Qualifications (RFQ 2024-012) to establish a qualified bench. The Air District has since awarded two projects to Environmental Audit, Inc.

In September 2025, the Air District conducted an informal solicitation of proposals among the pre-qualified bench for CEQA support services for amendments to Rule 11-18, and awarded the project to Environmental Audit, Inc. under Task Order No. 1. In April 2026, the Air District conducted a formal solicitation of proposals (RFP 2026-006) among the pre-qualified bench for CEQA support services for amendments to Rule 6-4, and awarded the project to Environmental Audit, Inc. The Air District entered into Task Order No. 2 for the initial subtasks of this project, and anticipates subtasks will exceed the current contract amount of \$200,000, therefore, an increase in the contract not-to-exceed amount is needed. Additionally, the increase of the not-to-exceed amount to \$400,000 total would allow for the timely execution of additional task orders for future rulemaking projects if Environmental Audit, Inc. is awarded any additional projects, and would support the Air District's continued compliance with its legal obligations under CEQA.

The Board has not previously taken action on Contract No. 2025.087 because the original contract amount did not exceed the \$200,000 threshold requiring Board approval. Amendment No. 1 requires Board approval because it increases the total contract amount above that threshold.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funds for this Master Services Agreement would be allocated and encumbered as individual Task Orders are awarded to the vendor. These funds are included in the Planning and Climate Protection (Program 608), Engineering (Program 501), and Regulatory Development (Program 611) Fiscal Year 2026-2027 program budgets.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Komal Masood
Reviewed by: David Joe

ATTACHMENT(S):

1. Environmental Audit 2025.087
2. Draft Environmental Audit 2025.087 Amendment 1

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

MASTER SERVICES CONTRACT

CONTRACT NO. 2025.087

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 **Environmental Audit, Inc.** (“CONTRACTOR”) whose address is 1000 Ortega Way, Suite A, Placentia, CA 92870.
2. **RECITALS**
 - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for Services as defined herein. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the Services.
 - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
3. **DEFINITIONS**
 - A. “Purchase Order” shall mean the written or electronic document used by DISTRICT to track payments to CONTRACTOR under this Contract.
 - B. “Services” shall mean the services to be provided by CONTRACTOR hereunder as generally described in the General Description of Services, attached hereto as Attachment A and made a part hereof by this reference, and as specifically described in Task Orders issued pursuant to this Contract.
 - C. “Task Order” shall mean a written request by DISTRICT for specific services to be performed by CONTRACTOR.
4. **PERFORMANCE REQUIREMENTS**
 - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
 - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
 - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
 - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
 - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.

- F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraphs A-E above.
5. TERM – The term of this Contract is from latter date of Contract execution to June 30, 2030, unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.
6. TERMINATION
- A. The DISTRICT may terminate this Contract at any time, at will, and without specifying any reason, by notifying CONTRACTOR in writing. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of delivery of the notice of termination, and shall be delivered in accordance with the provisions of section 13 below. Immediately upon receipt of the notice of termination, CONTRACTOR shall cease all services under this Contract, except such services as are specified in the notice of termination. CONTRACTOR shall deliver a final invoice for all remaining services performed but not billed, including any services specified in the termination notice, on or before ten (10) business days following the termination date.
- B. Either party may terminate this Contract for breach by the other party.
- i) Failure to perform any agreement or obligation contained in this Contract or failure to complete the services in a satisfactory manner shall constitute a breach of the Contract.
- ii) The non-breaching party may terminate the Contract by delivery of a written notice of breach. The notice of breach shall specify the date of termination, which shall be no earlier than ten (10) business days from delivery of the notice of breach. In the alternative, at its sole discretion, the non-breaching party may require the breaching party to cure the breach. The notice of breach shall specify the nature of the breach and the date by which such breach must be cured.
- iii) If CONTRACTOR fails to perform any obligation under this Contract, DISTRICT at its sole discretion, may perform, or cause the performance, of the obligation itself. In that event, DISTRICT shall deduct the costs to perform such obligation and any other costs to cure the breach from the payment otherwise due to CONTRACTOR for work performed under this Contract. DISTRICT's performance hereunder shall not be deemed a waiver or release of any obligation of, or default by, CONTRACTOR under this Contract.
- iv) The notice of breach shall be provided in accordance with the notice requirements set forth in section 13.
- v) The non-breaching party reserves all rights under law and equity to enforce this Contract and recover any damages.
7. INSURANCE
- A. CONTRACTOR shall maintain the following insurance:
- i) Workers' compensation and employers' liability insurance as required by California law or other applicable statutory requirements.
- ii) Occurrence-based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each occurrence. Such insurance shall include DISTRICT and its officers, agents, and employees as additional insureds and shall be primary with respect to any insurance maintained by DISTRICT.

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

8. INDEMNIFICATION

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

9. AGREEMENT TO PROVIDE SERVICES

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

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

- C. Notwithstanding any other provision of this Contract to the contrary, DISTRICT shall have no obligation to order or purchase any services hereunder and the placement of any Task Order shall be in the sole discretion of DISTRICT. Without limiting the generality of the foregoing, the actual quantity of services to be purchased hereunder shall be determined by DISTRICT in its sole discretion and shall not exceed \$200,000. This Contract is not exclusive. CONTRACTOR expressly acknowledges and agrees that DISTRICT may purchase at its sole discretion, services that are identical or similar to the services described in this Contract from any third party.
10. TASK ORDERS – Each Task Order will specify the following items, as relevant: specific services requested, schedule for services, location where services are to be performed (with contact person), and cost or estimated cost of services. Each Task Order issued under this Contract shall be made part of, and be incorporated into this Contract, and shall reference this Contract on the face of each Task Order. Should any Task Order not conform to or satisfy the terms of this Contract, CONTRACTOR shall have five (5) business days after receipt to reject the Task Order. By not rejecting the Task Order within five (5) business days, CONTRACTOR will have accepted the Task Order. Acceptance by CONTRACTOR is limited to the provisions of this Contract and the Task Order. No additional or different provisions proposed by CONTRACTOR or DISTRICT shall apply. In addition, the parties agree that this Contract and accepted Task Orders constitute a contract for services and satisfy all statutory and legal formalities of a contract.
11. PRICING, INVOICES, AND PAYMENT
- A. DISTRICT shall pay CONTRACTOR for all services ordered and provided in compliance with the terms and conditions of this Contract and with Task Orders issued under this Contract.
 - B. CONTRACTOR shall submit original invoices to DISTRICT in form and substance and format reasonably acceptable to DISTRICT. Each invoice, including supporting documentation, must be prepared in duplicate on CONTRACTOR's letterhead; must list DISTRICT's contract number, Purchase Order Number, and the CONTRACTOR's Social Security Number or Federal Employer Identification Number; and must be submitted to: Bay Area Air Quality Management District, 375 Beale Street, Suite 600, San Francisco, CA 94105, Attn: David Joe.
 - C. Except as specifically set forth in Attachment A or in Task Orders under this Contract, DISTRICT shall not be responsible for any additional costs or expenses of any nature incurred by CONTRACTOR in connection with the provision of the services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc.
 - D. CONTRACTOR represents, warrants and covenants that the prices, charges and fees for services set forth in this Contract (on the whole) are at least as favorable as the prices, charges and fees CONTRACTOR charges (on the whole) to other of its customers or clients for the same or substantially similar services provided under the same or substantially similar circumstances, terms, and conditions. If CONTRACTOR agrees or contracts with other clients or customers similarly situated during the Term of this Contract, and offers or agrees to financial terms more favorable than those set forth herein (on the whole), CONTRACTOR hereby agrees that it will

reduce the prices, charges and/or fees charged to DISTRICT in respect of the services hereunder to the most favorable rates received by those other clients or customers.

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

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

CONTRACTOR: Environmental Audit
1000 Ortega Way, Suite A,
Placentia, CA 92870
Attn: Debra Bright Stevens

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

15. EMPLOYEES OF CONTRACTOR

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

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

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

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

18. PUBLICATION

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

19. AUDIT / INSPECTION OF RECORDS – If this Contract exceeds \$10,000, pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and other duly authorized agents of the State of California for a period of three (3) years after final payment under this Contract. CONTRACTOR hereby agrees to make such records available during normal business hours for inspection, audit, and reproduction by any duly authorized agents of the State of California or DISTRICT. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized agents of the State of California or DISTRICT. All examinations and audits conducted under this section shall be strictly confined to those matters connected with the performance of this Contract, including, but not limited to, the costs of administering this Contract.

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

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

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

23. WAIVER – No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Contract shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a party to enforce performance by the other party of any term, covenant, or condition of this Contract, and the failure of a party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.
24. ATTORNEYS' FEES – In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.
25. FORCE MAJEURE – Neither DISTRICT nor CONTRACTOR shall be liable for or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the services, or other causes, except financial, that are beyond the reasonable control of DISTRICT or CONTRACTOR, for a period of time equal to the period of such force majeure event, provided that the party failing to perform notifies the other party within fifteen calendar days of discovery of the force majeure event, and provided further that that party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to party's own action or inaction, then such cause shall not excuse that party from performance under this Contract.
26. SEVERABILITY – If a court of competent jurisdiction holds any provision of this Contract to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them will not be affected.
27. HEADINGS – Headings on the sections and paragraphs of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
28. COUNTERPARTS/FACSIMILES/SCANS – This Contract may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same contract. The parties may rely upon a facsimile copy or scanned copy of any party's signature as an original for all purposes.
29. GOVERNING LAW – Any dispute that arises under or relates to this Contract shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Contract, including mediation, shall be San Francisco, California.
30. ENTIRE CONTRACT AND MODIFICATION – This Contract represents the final, complete, and exclusive statement of the agreement between the parties related to CONTRACTOR providing services to

DISTRICT and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Contract may only be amended by mutual agreement of the parties in writing and signed by both parties.

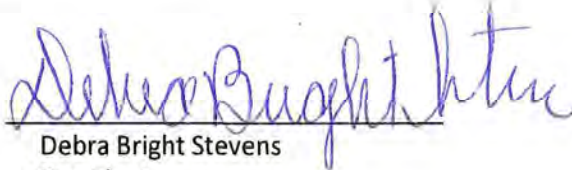
31. SURVIVAL OF TERMS – The provisions of sections 8 (Indemnification), 16 (Confidentiality), 17 (Intellectual Property Rights), and 18 (Publication) shall survive the expiration or termination of this Contract.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

ENVIRONMENTAL AUDIT

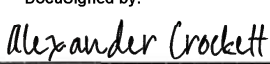
Signed by:
By: 
98506AF9981D4CC...
Dr. Philip M. Fine
Executive Officer/APCO

By: 
Debra Bright Stevens
President

Date: 4/30/2025

Date: April 17, 2025

Approved as to form:

DocuSigned by:
By:  4/30/2025
6DC7110552B5454...
Alexander G. Crockett
General Counsel

Attachment A General Description of Services

DISTRICT seeks ad-hoc California Environmental Quality Act (CEQA) support services for a variety of projects, including air quality plans, permits, and rule development projects. These services may involve developing initial studies, negative declarations, environmental impact reports, or other CEQA-related documents and analysis for projects as specified by DISTRICT. In close consultation with DISTRICT staff, CONTRACTOR will conduct requested CEQA analyses and prepare documentation as specified by DISTRICT. All work authorized under this contract will be by Task Orders. Task Orders may include work under the service categories listed below:

Service Category A: Preparation of Project-Level CEQA Documents -- Services may include but are not limited to:

1. Consultation and analysis regarding level of CEQA review and documentation required for a project.
2. Preparation of initial studies, negative declarations, environmental impact reports, or other CEQA documents for DISTRICT rulemaking projects.
3. Preparation of initial studies, negative declarations, environmental impact reports, or other CEQA documents for DISTRICT permitting projects.
4. Preparation of initial studies, negative declarations, environmental impact reports, or other project-level CEQA documents.

Service Category B: Preparation of Plan-Level CEQA Documents -- Services may include but are not limited to:

1. Consultation and analysis regarding level of CEQA review and documentation required for a plan-level project.
2. Preparation of initial studies, negative declarations, environmental impact reports, or other CEQA documents for Clean Air Plans, Attainment Plans, or Assembly Bill 617 (AB 617) Community Emission Reduction Plans (to the extent they are not exempt from CEQA).
3. Preparation of initial studies, negative declarations, environmental impact reports, or other CEQA documents for other air quality plans and plan-level projects.

Service Category C: Other CEQA Support Services -- Services may include but are not limited to:

1. Assistance and development of CEQA air quality and greenhouse gas thresholds, CEQA guidelines and updates, and other CEQA tools.
2. Assistance with conducting CEQA public meetings and workshops, including meetings conducted in virtual/hybrid/in-person formats and outside of standard working hours (i.e. weeknights and weekends).

Hourly Billing Rate for CONTRACTOR staff time:

Professional	Hourly Rate
Principal	\$220
Project Manager	\$195
Registered Engineer	\$185
Registered Geologist	\$185
Engineer	\$155
Geologist	\$155
Hazardous Materials Specialist	\$155
Environmental Specialist	\$135
Biologist	\$135
Air Quality Analyst	\$135
Modeler	\$135
Field Technician	\$115
CAD Operator	\$115
Administrative Assistant	\$95
*Hourly rates through 2025 and subject to up to 2 percent adjustment per year thereafter. CONTRACTOR shall notify and provide DISTRICT an updated rate table in writing prior to new rates taking effect.	

Travel Policy

DISTRICT shall pay CONTRACTOR for reasonable transportation, hotel and incidental costs in accordance to Attachment B, Contractor Travel Policy, attached hereto.

Total cost of Contract not to exceed \$200,000.



Attachment B Contractor Travel Policy

Contractors who are under agreement with the District and who plan to bill the District for travel expenses per the terms of their Contract must adhere to this Contractor Travel Policy.

GUIDELINES

Making Travel Arrangements

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

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

2. Supporting documentation shall be provided for travel-related expenses in accordance with the following requirements:

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

3. Travel Time Charging

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

AMENDMENT NO. 1 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2025.087

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, July 6, 2026.

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **Environmental Audit, Inc.** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for ad-hoc California Environmental Quality Act (CEQA) support services for a variety of projects, including air quality plans, permits, and rule development projects (the "Contract"), which Contract was executed on behalf of CONTRACTOR on April 17, 2025, and on behalf of DISTRICT on April 30, 2025.
2. The PARTIES seek to amend the total cost of the Contract because DISTRICT seeks additional services from CONTRACTOR, and CONTRACTOR desires to provide those services.
3. In accordance with Section 30 of the Contract, DISTRICT and CONTRACTOR amend the above-entitled Contract as follows:

TERMS AND CONDITIONS OF CONTRACT AMENDMENT:

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph C of Section 9, "AGREEMENT TO PROVIDE SERVICES," of the Contract to replace "\$200,000" WITH "\$400,000".
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

ENVIRONMENTAL AUDIT, INC.

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

By: _____
Debra Bright Stevens
President

Date: _____

Date: _____

Approved as to form:

By: _____
Alexander G. Crockett
General Counsel

DRAFT

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: September 2, 2026

Re: Authorization to Execute Contract with SHI International Corp. for Microsoft
Software Licensing and Cloud Services

RECOMMENDED ACTION

Authorize the Executive Officer/APCO to execute a three-year Microsoft Enterprise Agreement with SHI International Corp. for continued Microsoft software licensing and cloud services, for an estimated total contract value of \$8,000,000.

BACKGROUND

The Air District has used Microsoft technologies for more than 25 years. Every three years, the Air District renews its Microsoft software licenses under a government-priced Enterprise Agreement (EA). The EA includes licensing for Windows operating systems, Microsoft 365 productivity tools such as Office and Teams, and cloud-based platforms including Azure and other Microsoft online services. As the Air District continues to expand its use of cloud-hosted solutions and modernizes its IT environment, the EA has become a foundational component for delivering secure, reliable, and scalable technology services across the organization.

The licenses are sold by Value Added Resellers (VARs) to government entities through a competitive bidding process under terms of Microsoft's County of Riverside Licensing Agreement. The Riverside Agreement currently in place is used by more than 900 government organizations in the State of California to procure Microsoft licenses at the lowest prices.

DISCUSSION

The Air District conducted a price comparison using quotes from multiple authorized Microsoft VARs participating in the County of Riverside cooperative agreement. Table 1 summarizes the pricing available from each VAR for the Air District's three-year licensing period in ascending order, starting with the lowest bidder.

TABLE 1

VAR	Three-Year Term Price	Price Difference
SHI International Corp.	\$3,814,987.11	\$0.00
Crayon Software Experts LLC	\$3,831,660.81	\$16,673.70
Insight Public Sector, Inc.	\$3,836,382.06	\$21,394.95
Zones, Inc.	\$3,867,823.68	\$52,836.57
Softchoice Corporation	\$3,869,064.42	\$54,077.31
Dell Marketing, LP* <i>*Current Vendor</i>	\$4,112,973.09	\$297,985.98
CDW Government LLC	No Quote Received	-

The costs listed in Table 1 are based on the current pricing agreement in effect with the County of Riverside. The price per unit will be locked in for the duration of the 3-year term.

Due to the expected increases in employee growth, licensing costs, and increased presence in Azure, the quoted cost of \$3,814,987.11 represents a pre-paid *minimum amount estimated* to cover our current license and online services consumption. However, based on current projection of Azure and licensing use and employee growth, the actual value is estimated to be closer to \$7,181,797.33.

Staff recommend that the Board of Directors approve this contract with the lowest bidder, SHI International Corp., for the procurement of Microsoft licenses.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The contract value is estimated to range between \$3,814,987.11 and an estimated maximum of \$7,181,797.33 over the contract term. Funding for this contract will be included across Fiscal Years Ending 2027, 2028, and 2029 under Program 726, consistent with the three-year term of the agreement.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Kenneth Carlson
Reviewed by: Forrest Moskwa, Sebrina Neal, and John Chiladakis

ATTACHMENT(S):

1. SHI Quote-27618226 (1)
2. SHI MS Licenses 2026.135_v2_Approved to Form (1)



Pricing Proposal
Quotation #: 27618226
Reference #: EA Renewal
Created On: 6/8/2026
Valid Until: 6/30/2026

CA-Bay Area Air Quality Management District

Kenny Carlson

939 Ellis St
San Francisco, CA 94109
United States
Phone: (415) 749-4917
Email: kcarlson@baaqmd.gov

Inside Account Manager

Alex Chrysanthopoulos

SHI
290 Davidson Ave
Somerset, NJ 08873
Phone: 7326672779
Email: alex_chrysanthopoulos@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Visual Studio Ent with GitHub ALng SA Microsoft - Part#: QEJ-00003 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 10/1/2026 - 9/30/2027 Note: Year 1 of 3	3	\$1,070.65	\$3,211.95
2 Visual Studio Pro with GitHub ALng SA Microsoft - Part#: QEK-00003 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 10/1/2026 - 9/30/2027 Note: Year 1 of 3	50	\$306.70	\$15,335.00
3 Visual Studio Test Pro MSDN ALng SA Microsoft - Part#: L5D-00162 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 10/1/2026 - 9/30/2027 Note: Year 1 of 3	1	\$308.15	\$308.15
4 SQL CAL ALng SA User CAL Microsoft - Part#: 359-00961 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 10/1/2026 - 9/30/2027 Note: Year 1 of 3	150	\$37.49	\$5,623.50
5 SQL Server Enterprise ALng SA Microsoft - Part#: 810-04760	2	\$1,543.07	\$3,086.14

Contract Name: County of Riverside - Microsoft
Contract #: ITARC-00929
Coverage Term: 10/1/2026 - 9/30/2027
Note: Year 1 of 3

6	SQL Server Enterprise Core ALng LSA 2L Microsoft - Part#: 7JQ-00341 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 10/1/2026 - 9/30/2027 Note: Year 1 of 3	8	\$5,761.20	\$46,089.60
7	SQL Server Enterprise Core ALng SA 2L Microsoft - Part#: 7JQ-00343 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 10/1/2026 - 9/30/2027 Note: Year 1 of 3	12	\$2,469.10	\$29,629.20
8	SQL Server Standard ALng SA Microsoft - Part#: 228-04433 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 10/1/2026 - 9/30/2027 Note: Year 1 of 3	8	\$161.23	\$1,289.84
9	Win Remote Desktop Services CAL ALng SA UCAL Microsoft - Part#: 6VC-01254 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 10/1/2026 - 9/30/2027 Note: Year 1 of 3	35	\$25.96	\$908.60
10	Win Server DC Core ALng SA 2L Microsoft - Part#: 9EA-00278 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 10/1/2026 - 9/30/2027 Note: Year 1 of 3	160	\$138.30	\$22,128.00
11	Win Server Standard Core ALng SA 2L Microsoft - Part#: 9EM-00270 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 10/1/2026 - 9/30/2027 Note: Year 1 of 3	64	\$21.23	\$1,358.72
12	M365 E5 Unified Sub Per User Microsoft - Part#: AAD-33168 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 10/1/2026 - 9/30/2027 Note: Year 1 of 3	610	\$640.57	\$390,747.70

13	M365 Copilot Sub Add-on Microsoft - Part#: 83I-00001 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 10/1/2026 - 9/30/2027 Note: Year 1 of 3	50	\$363.96	\$18,198.00
14	Visio P2 FSA Renewal Sub Per User Microsoft - Part#: 9K3-00002 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 10/1/2026 - 9/30/2027 Note: Year 1 of 3	16	\$115.74	\$1,851.84
15	Visio P2 Sub Per User Microsoft - Part#: N9U-00002 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 10/1/2026 - 9/30/2027 Note: Year 1 of 3	19	\$136.12	\$2,586.28
16	W365 Ent 8vCPU/32GB/512GB Sub Per User Microsoft - Part#: I79-00004 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 10/1/2026 - 9/30/2027 Note: Year 1 of 3	20	\$1,916.86	\$38,337.20
17	Azure prepayment Microsoft - Part#: 6QK-00001 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 10/1/2026 - 9/30/2027 Note: Year 1 of 3	415	\$1,213.20	\$503,478.00
18	D365 Customer Service Sub Per User Microsoft - Part#: DDW-00003 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 10/1/2026 - 9/30/2027 Note: Year 1 of 3	24	\$1,121.00	\$26,904.00
19	Dataverse Database Capacity AO Sub Microsoft - Part#: PRX-00002 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 10/1/2026 - 9/30/2027 Note: Year 1 of 3	20	\$427.05	\$8,541.00
20	Exchange Online P2 Sub Per User Microsoft - Part#: TQA-00001	5	\$72.55	\$362.75

Contract Name: County of Riverside - Microsoft
Contract #: ITARC-00929
Coverage Term: 10/1/2026 - 9/30/2027
Note: Year 1 of 3

21	Planner & Project P3 FSA Renewal Sub Per User Microsoft - Part#: 7MK-00002 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 10/1/2026 - 9/30/2027 Note: Year 1 of 3	1	\$231.48	\$231.48
22	Planner & Project P3 Sub Per User Microsoft - Part#: 7LS-00002 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 10/1/2026 - 9/30/2027 Note: Year 1 of 3	47	\$272.24	\$12,795.28
23	Planner P1 Sub Per User Microsoft - Part#: TRS-00002 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 10/1/2026 - 9/30/2027 Note: Year 1 of 3	28	\$90.75	\$2,541.00
24	Power Apps Premium Sub Per User Microsoft - Part#: SEJ-00002 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 10/1/2026 - 9/30/2027 Note: Year 1 of 3	590	\$213.52	\$125,976.80
25	Power Pages Anonymous Users T1 Sub (500 User/Site/Mo) Microsoft - Part#: VQN-00002 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 10/1/2026 - 9/30/2027 Note: Year 1 of 3	2	\$800.71	\$1,601.42
26	Power Pages Auth Users T1 Sub (100 User/Site/Mo) Microsoft - Part#: VQQ-00002 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 10/1/2026 - 9/30/2027 Note: Year 1 of 3	4	\$2,135.23	\$8,540.92
			Total	\$1,271,662.37

Additional Optional Items

Visual Studio Ent with GitHub ALng SA Microsoft - Part#: QEJ-00003 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 10/1/2027 - 9/30/2028 Note: Year 2 of 3	3	\$1,070.65	\$3,211.95
Visual Studio Pro with GitHub ALng SA Microsoft - Part#: QEK-00003 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 10/1/2027 - 9/30/2028 Note: Year 2 of 3	50	\$306.70	\$15,335.00
Visual Studio Test Pro MSDN ALng SA Microsoft - Part#: L5D-00162 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 10/1/2027 - 9/30/2028 Note: Year 2 of 3	1	\$308.15	\$308.15
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SQL Server Enterprise ALng SA Microsoft - Part#: 810-04760 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 10/1/2027 - 9/30/2028 Note: Year 2 of 3	2	\$1,543.07	\$3,086.14
SQL Server Enterprise Core ALng LSA 2L Microsoft - Part#: 7JQ-00341 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 10/1/2027 - 9/30/2028 Note: Year 2 of 3	8	\$5,761.20	\$46,089.60
SQL Server Enterprise Core ALng SA 2L Microsoft - Part#: 7JQ-00343 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 10/1/2027 - 9/30/2028 Note: Year 2 of 3	12	\$2,469.10	\$29,629.20
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Win Server Standard Core ALng SA 2L Microsoft - Part#: 9EM-00270 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 10/1/2027 - 9/30/2028 Note: Year 2 of 3	64	\$21.23	\$1,358.72
M365 E5 Unified Sub Per User Microsoft - Part#: AAD-33168 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 10/1/2027 - 9/30/2028 Note: Year 2 of 3	610	\$640.57	\$390,747.70
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Microsoft - Part#: VQQ-00002 Contract Name: County of Riverside - Microsoft Contract #: ITARC-00929 Coverage Term: 10/1/2028 - 9/30/2029 Note: Year 3 of 3			

Additional Comments

Payment Schedule:

10/1/26-9/30/27 - \$1,271,662.37

10/1/27-9/30/28 - \$1,271,662.37

10/1/28-9/30/29 - \$1,271,662.37

Total: \$3,814,987.11

Purchasing Microsoft Azure Services

Customer may purchase Microsoft Azure Services from SHI in one or a combination of the following ways: Azure Prepayment: Customer will have access to its entire Azure prepayment throughout the term of its Enrollment if Customer agrees to be invoiced for the full amount upfront (the "Fully Prepaid Option"). Alternatively, if Customer elects to be invoiced for its Azure prepayment on an annual basis, Customer will have access to an Allocated Annual prepayment each year of the Enrollment (the "Annually Prepaid Option"). Under the Fully Prepaid Option, any unused Azure prepayment will be forfeited at the end of the Enrollment, and under the Annually Prepaid Option, any unused Allocated Annual prepayment will be forfeited on the following Enrollment anniversary date.

Using Azure prepayment: Each month, Microsoft will deduct from Customer's Azure prepayment (or Allocated Annual prepayment, if applicable) the monetary value of Customer's usage of eligible Microsoft Azure Services. Once Customer's Azure prepayment (or Allocated Annual prepayment, if applicable) balance has been exhausted, any additional usage will be invoiced at Consumption Rates (as described below).

Invoicing Azure prepayment: If Customer elects the Fully Prepaid Option, Azure prepayment will be invoiced immediately. If Customer elects the Annually Prepaid Option, the first Allocated Annual prepayment will be invoiced immediately, and future Allocated Annual prepayments will be invoiced on the anniversary of the Enrollment effective date.

Invoicing Azure prepayment overage: If Customer's usage is higher than either its Azure prepayment under the Fully Prepaid Option or its Allocated Annual prepayment under the Annually Prepaid Option, such excess will be invoiced at Consumption Rates to Customer at the end of each Enrollment month.

Consumption: Customer pays based on the amount of Microsoft Azure Services consumed during a billing period.

Consumption invoicing: If Customer provisions Microsoft Azure Services without an Azure prepayment, SHI will invoice customer in the following month of usage at Consumption Rates. All usage of the Microsoft Azure Services after the expiration or termination of Customer's subscription term will be invoiced by SHI to Customer at then-current Consumption Rates monthly.

SHI will invoice eligible Microsoft Azure Services at the contracted mark-up. Please refer to the Azure Portal or Pricing Calculator for more information on availability: <https://azure.microsoft.com/en-us/pricing/calculator/>

This quote has been marked as budgetary, as certain pricing may require approval from Microsoft. Please note, SHI is unable to process Purchase Orders against budgetary quotes. Kindly reach out to your SHI sales team for a Final Quote once you have determined your required counts and licenses.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Program Signature Form

MBA/MBSA number

Agreement number

8084445

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Product Selection Form	3196201.004_PSF
Enterprise Enrollment (Indirect)	X20-10637

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Bay Area Air Quality Management District
Signature* _____
Printed First and Last Name* _____
Printed Title _____
Signature Date* _____
Tax ID _____

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____
Printed First and Last Name _____
Printed Title _____
Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer	
Name of Entity (must be legal entity name)*	
Signature*	_____
Printed First and Last Name*	
Printed Title	
Signature Date*	

** indicates required field*

Outsourcer	
Name of Entity (must be legal entity name)*	
Signature*	_____
Printed First and Last Name*	
Printed Title	
Signature Date*	

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

75511406

Framework ID
(if applicable)

Previous Enrollment number
(Reseller to complete)

7532851

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Microsoft Products and Services Data Protection Addendum, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced as long as (a) the initial order minimum requirements are maintained and (b) the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available. Subscription Licenses ordered upfront may not be reduced.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The last true-up order or update statement during an Enrollment term is due within 30 days prior to the Expiration Date, and any license reservations within this 30-day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.
- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. **Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. **Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate may request to renew Products and Services under this Enrollment for one additional 36-month term. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements or Enrollments in order to renew. In order for a renewal request to be considered, Microsoft must receive a Renewal Form, Product Selection Form, and renewal request prior to or at the Expiration Date. Microsoft will review a renewal request made under this section in good faith and may accept or reject such request in its sole discretion.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

- a. Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b.** All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c.** Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i)** Government Community Cloud Services will be offered only within the United States.
 - (ii)** Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii)** References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Make an election for including Affiliates in the Enterprise (Required).

Check **only one box** in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ **Enrolled Affiliate only.**

☐ **All Affiliates.** All Affiliates of Enrolled Affiliate are hereby included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

☐ **Enrolled Affiliate including.** Only the Enrolled Affiliate and the Affiliates listed below will be included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

The following Affiliates are included in the Enterprise:

Notwithstanding anything to the contrary in the Agreement, the parties acknowledge and agree to the following:

Products ordered under this Enrollment may be subject to U.S. and other countries' export jurisdictions. Each party will comply with all laws and regulations applicable to the import or export of the Products, including, without limitation, trade laws of the U.S., EU, and UK, such as the U.S. Export Administration Regulations, sanctions regulations administered by the U.S. Office of Foreign Assets Control, the EU Dual Use Regulation 2021/821, and/or other end-user, end use, and destination restrictions ("Trade Laws"). Customer will not, and will ensure its Affiliates will not, take any action that causes Microsoft to violate applicable Trade Laws. Microsoft may suspend or terminate this Enrollment immediately without notice to the extent that Microsoft reasonably believes that performance would cause it to violate Trade Laws or put it at risk of becoming subject to sanctions and penalties under such laws. Customer remains responsible for its and for its Affiliates' compliance with this section and, to the extent applicable, a Regional Trade Compliance Supplemental Terms incorporated herein by reference.

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://privacy.microsoft.com/privacystatement>.

- a. Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact may also be an Online Administrator for Volume Licensing

in the Microsoft 365 Admin Center (MAC) and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* Bay Area Air Quality Management District

Contact name: First* Kenny **Middle** **Last*** Carlson

Contact email address* kcarlson@baaqmd.gov

Street address* 375 Beale Street, Suite 600

City* San Francisco

State* CA

Postal code* 94105-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* (415) 749-4917

Tax ID

Work or School (WSA) Account ID kcarlson@baaqmd.gov

** indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for Volume Licensing in the Microsoft 365 Admin Center (MAC) and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name: First* Kenny **Middle** **Last*** Carlson

Contact email address* kcarlson@baaqmd.gov

Street address* 375 Beale Street, Suite 600

City* San Francisco

State* CA

Postal code* 94105-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* (415) 749-4917

Work or School (WSA) Account ID kcarlson@baaqmd.gov

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Kenny **Middle** **Last*** Carlson

Contact email address* kcarlson@baaqmd.gov

Phone* (415) 749-4917

Work or School (WSA) Account ID kcarlson@baaqmd.gov

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

d. Reseller information. Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp.
Street address (PO boxes will not be accepted)* 290 Davidson Ave
City* Somerset
State* NJ
Postal code* 08873-4145
Country* United States
Contact name* AlexisLevers*
Phone* 7325648515
Contact email address* MSteam@shi.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* <i>KWilliams</i>
Printed name* Kai Williams
Printed title* Contract Specialist
Date* 8/14/2026

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e.** If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Proposal ID

3196201.004

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device/ User Ratio	CAL Licensing Model
Enterprise	0	610		User Licenses

Products	Enterprise Quantity
Microsoft 365 Enterprise	
M365 ES USL Unified Existing Customer	610

Enrolled Affiliate's Product Quantities:

Price Group	2		3	4
Enterprise Products	Office Professional Plus+ M365 Apps for Enterprise+ Office 365 (Plans E3 and ES) + Microsoft 365 Enterprise	Client Access License+ Office 365 (Plans E1, E3 and ES)+ Microsoft 365 Enterprise	Client Access License+ Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win ES + Win VDA + Microsoft 365 Enterprise
Quantity	610	610	610	610

Enrolled Affiliate's Price Level:

Product Offering/ Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes

Unless otherwise indicated in the associated contract documents, the price level for each Product offering/ pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: In the following countries, any direct Enrollment consisting of only Enterprise Online Services will not be eligible for the Renewal option described in Section 5.b. of the Enrollment or for a new Enrollment due to program changes: Argentina, Australia, Austria, Belgium, Canada, Chile, Cyprus, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Jamaica, Italy, Lichtenstein, Luxemburg, Malta, Netherlands, Norway, Portugal, Puerto Rico, South Africa, Spain, Sweden, Switzerland, Trinidad & Tobago, United Kingdom, United States, and Uruguay.	
Note 2: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 3: Unless otherwise indicated in the associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.	
Note 4: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	

Previous Enrollment(s)/Agreement(s) Form

Entity Name: Bay Area Air Quality Management District

Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	7532851	X	X

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: September 2, 2026

Re: Authorization to Execute Contract with InterEthnica for Community
Engagement, Communications and Related Services in Support of the Clean
Air Plan

RECOMMENDED ACTION

Authorize the Executive Officer/APCO to execute a contract with InterEthnica for community engagement and communications services for the Clean Air Plan for a term of five (5) years and in an amount not to exceed \$450,000.

BACKGROUND

The Air District is leading the development of a Clean Air Plan, which will establish a comprehensive, regionwide framework to reduce pollution from sources impacting communities overburdened by air pollution and other environmental, health, and socioeconomic stressors while also ensuring continued progress toward attaining and maintaining state and federal ambient air quality standards. The Clean Air Plan will be developed over multiple years and will be supported and informed by robust stakeholder engagement and effective communications. Development of the Plan aligns with Strategy 1.1 Change Approach to Air Quality in the Air District's 2024-2029 Strategic Plan.

On April 1, 2026, the Air District issued Request For Proposals (RFP) No. 2026-004 to award a contract for Clean Air Plan Engagement and Communications. The Air District sought proposals from qualified firms to assist with meaningful engagement and communications for the Clean Air Plan and to fulfill federal and state public input and disclosure requirements such as those required under California Environmental Quality Act (CEQA), Civil Rights laws, and federal and state attainment planning. Specific expertise and experience sought in the RFP included developing project management plans and facilitation plans, developing multilingual content to support outreach and communications, partnering with community-based organizations (CBOs), providing logistics support for meetings and workshops, and administering stipends for working group participation.

Following the Air District's established procurement procedures, including review of written proposals and interviews with the teams that submitted the top four (4) highest scoring written proposals, the panel concluded that InterEthnica scored the highest overall. This was based on their previous experience and success working with the Air District, their nuanced approach to and understanding of partnering with frontline communities and community stakeholders, their integrated service delivery model, and the overall thoughtfulness of their proposal and interview responses.

DISCUSSION

A contract with InterEthnica for the amount of \$450,000 is requested for services necessary to design and implement a robust and highly inclusive engagement and communication process to support development of the Clean Air Plan.

In addition to overall project management, logistics support for meetings and workshops, and communications support, InterEthnica will also provide "high touch" assistance on two key tasks that exemplify the Air District's desire to work closely with community and stakeholders: one is to partner with CBOs (up to five) compensated through "mini-grants" to co-design and deliver workshops, while the second is to support the management of an Advisory Working Group (AWG), which will provide stakeholder input on Plan development. InterEthnica also possesses internal expertise and competency to deliver robust and seamless multilingual language services for all engagement activities.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for this contract is included in the Fiscal Year 2026-2027 budget in the Planning and Climate Protection division's Program 608.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Richard Chien
Reviewed by: Wendy Goodfriend

ATTACHMENT(S):

1. Attachment A. InterEthnica 2026.171 Draft
2. Attachment B. InterEthnica 2026.171 Draft

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

PROFESSIONAL SERVICES CONTRACT

CONTRACT NO. 2026.171

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 **InterEthnica, Inc.** (“CONTRACTOR”) whose address is 1001 Lombard Street, San Francisco, CA 94109.
2. **RECITALS**
 - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for services described in the Scope of Work, attached hereto as Attachment A and made a part hereof by this reference. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the services.
 - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
3. **PERFORMANCE REQUIREMENTS**
 - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
 - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and to pay all applicable fees.
 - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
 - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
 - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
 - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraphs A-E above.
4. **TERM** – The term of this Contract is from the latter date of Contract execution to September 30, 2031, unless further extended by amendment of this Contract in writing and signed by both parties, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.

5. TERMINATION

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

6. INSURANCE

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

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

7. INDEMNIFICATION

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

8. PAYMENT

- A. DISTRICT shall pay CONTRACTOR for services in accordance with the terms set forth in the Cost Schedule, which is attached hereto as Attachment B and incorporated herein by this reference.
- B. CONTRACTOR shall submit invoice(s) to DISTRICT for services performed. Each invoice shall specify the total cost of the services for which the invoice is submitted, shall reference tasks shown in the Scope of Work, the hours associated with same, or percentage completion thereof, and the amount of charge claimed, and, as appropriate, shall list any charges for equipment, material, supplies, travel, and subcontractors' services.
- C. DISTRICT's payment of invoices shall be subject to the following limitations and requirements:
 - i) Each invoice, including supporting documentation, shall be prepared 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: Richard Chien.
 - 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 \$450,000.

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 \$450,000. 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: Richard Chien
CONTRACTOR:	InterEthnica, Inc. 1001 Lombard Street San Francisco, CA 94109 Attn: Mona Abboud

11. ADDITIONAL PROVISIONS – All attachment(s) to this Contract are expressly incorporated herein by this reference and made a part hereof as though fully set forth.
12. EMPLOYEES OF CONTRACTOR
- A. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as

cost of vacation leave, vacation replacements, sick leave, severance pay, and pay for legal holidays.

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

14. INTELLECTUAL PROPERTY RIGHTS – Title and full ownership rights to all intellectual property

developed under this Contract shall at all times remain with DISTRICT, unless otherwise agreed to in writing.

15. PUBLICATION

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

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

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

16. AUDIT / INSPECTION OF RECORDS – If this Contract exceeds \$10,000, pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and other duly authorized agents of the State of California for a period of three (3) years after final payment under this Contract. CONTRACTOR hereby agrees to make such records available during normal business hours for inspection, audit, and reproduction by any duly authorized agents of the State of California or DISTRICT. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized agents of the State of California or DISTRICT. All examinations and audits conducted under this section shall be strictly confined to those matters connected with the performance of this Contract, including, but not limited to, the costs of administering this Contract.

17. NON-DISCRIMINATION – In the performance of this Contract, CONTRACTOR shall not discriminate in its recruitment, hiring, promotion, demotion, and termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, medical condition, or physical or mental disability, and shall comply with the

provisions of the California Fair Employment & Housing Act (Gov. Code, §§12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts. CONTRACTOR shall also require each subcontractor performing work in connection with this Contract to comply with this section, and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.

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

amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.

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

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

INTERETHNICA, INC.

By: _____
Philip M. Fine
Executive Officer/APCO

By: _____
Mona Abboud
Vice President

Date: _____

Date: _____

Approved as to form:

By: _____
Alexander G. Crockett
General Counsel

ATTACHMENT A

SCOPE OF WORK

Overview:

DISTRICT is developing a new Clean Air Plan (“CAP”) that will establish a comprehensive, regionwide framework to reduce pollution from sources impacting communities overburdened by air pollution and other environmental, health, and socioeconomic stressors while also ensuring continued progress toward attaining and maintaining state and federal ambient air quality standards. The CAP will be developed over multiple years and will be supported and informed by robust stakeholder engagement and effective communications. Development of the CAP aligns with Strategy 1.1 Change Approach to Air Quality in the Air District’s 2024-2029 Strategic Plan.

To support DISTRICT’s development of the CAP, CONTRACTOR shall provide engagement and communications services designed to ensure that outreach and participation are meaningful, accessible, inclusive, and responsive to the diverse communities and stakeholders of the Bay Area region. CONTRACTOR’s services will include project management; workshop and meeting planning, logistics, facilitation, and documentation; multilingual outreach, translation, and interpretation; communications strategy and content development; production of accessible visual and written materials; partnership and coordination with community-based organizations; administration of mini-grants, stipends, and participant incentives; and support for the development and production of the Draft and Final Clean Air Plan.

DISTRICT and CONTRACTOR will collaborate to determine the timing, sequencing, level of effort, and resource allocation for activities based on Clean Air Plan development milestones, community and stakeholder needs, and the available project budget. CONTRACTOR will perform work upon DISTRICT request, for approved purposes, and within the available budget. DISTRICT and CONTRACTOR will periodically review the workplan, budget, and remaining resources and will adjust the scope, timing, staffing, and level of support for future activities as needed to align with project priorities and available funds.

I. Project Management and Planning Meetings with the DISTRICT

CONTRACTOR will set up and lead the project management structure to ensure successful completion of deliverables throughout the project using best industry practices for project management and progress tracking. In collaboration with DISTRICT, CONTRACTOR will develop and follow a workshop and meeting design and delivery plan to guide engagement administration and logistics.

Task 1.1 Project Management Meetings

CONTRACTOR will:

- a. Convene a kick-off meeting with DISTRICT to discuss project requirements and timelines, align deliverables, and develop a project management plan.
- b. In collaboration with DISTRICT, develop a schedule that details when meetings with DISTRICT will occur.

- c. Participate in up to four (4) check-ins and planning meetings per month with DISTRICT, each up to 60 minutes in length, to discuss progress in completing the tasks and deliverables under this Scope of Work and highlighting items in need of DISTRICT attention.
- d. Record meeting minutes including key decisions.
- e. Provide monthly progress reports that include, at minimum total hours expended, project budget expenditures, project progress and deliverables.
- f. Develop a resource plan in coordination with DISTRICT that identifies anticipated staff hours per task and anticipated direct costs.

Deliverables:

- Kick-off meeting agenda and summary notes
- Ongoing task list describing completed and upcoming tasks, information, and/or decision points needed from DISTRICT and delivered to DISTRICT at every meeting
- Detailed project workplans and schedules, drafted in coordination with DISTRICT
- Project management meeting agendas and notes
- Monthly invoices and activity reports
- Budget tracker with actual spending vs. available funds
- Resource plan identifying anticipated labor and direct cost allocations for tasks identified in this scope of work

Task 1.2 Workshop and Meeting Design, Delivery, and Stipends Criteria

A. Access and Inclusion Plan for All Workshops and Meetings

In consultation with DISTRICT, CONTRACTOR shall develop and implement an Access and Inclusion Plan to guide the workshops and meetings described in Task 3.3, Task 3.4, and Task 3.5. CONTRACTOR's plan shall:

- i. Describe how CONTRACTOR will ensure the timely translation of all workshop and meeting materials, including post-workshop and meeting summaries into languages common in the Bay Area.
- ii. Describe how CONTRACTOR will ensure availability of interpretation services for all workshops and meetings.
- iii. Describe how CONTRACTOR will lead multilingual recruitment for workshop participants and registration for workshops in languages common in the Bay Area.
- iv. Describe the protocols for in-person and virtual meeting accessibility, provision of culturally relevant food and refreshments, and Americans with Disabilities Act (ADA) accessible venues and meeting materials.

Deliverables:

- In consultation with DISTRICT, written plan with details about translation, interpretation, multilingual recruitment, and ADA accessibility to guide design

and delivery of all virtual and in-person workshops and meetings

B. Meeting Planning, Facilitation and Support

In coordination with the DISTRICT, CONTRACTOR will:

- i. Plan all meetings, including developing meeting schedules and agendas; draft meeting documents and engagement tools; and email invitations for each meeting. Final meetings formats, including presentations, individual reflection, group feedback, and facilitated interactive activities will be determined in consultation with DISTRICT.
- ii. Prepare drafts for all written materials and communications for DISTRICT approval.
- iii. For each virtual meeting/workshop, develop a facilitation plan and set up the meeting with appropriate features enabled via Zoom and/or other online platforms with appropriate features enabled for each meeting.
- iv. For each in-person meeting/workshop, develop a facilitation plan for DISTRICT review and approval. Subsequently, set up the meeting, confirm and coordinate with the venue, set up and take-down the meeting, schedule refreshments, and arrange all in-person engagement activities (e.g. paper flipcharts) for each meeting.
- v. Finalize the meeting schedule in coordination with the DISTRICT.
- vi. Facilitate all meetings, ensuring neutral and effective engagement; provide real-time notetaking, monitor chat and Q&A, and troubleshoot technical issues; and provide technical support for virtual logistics, including recording and transcription services as needed.

Deliverables:

- Invitation e-mails with virtual meeting links
- In-person meeting details for all meetings and workshops
- Meeting agendas, facilitation plans, and any supporting materials for all meetings and workshops
- Administrative and logistics support for food and venue for in-person meetings and workshops

C. Post-workshop and Meeting Summaries and Follow-up

Following each workshop and meeting, CONTRACTOR will:

- i. Provide minutes, recordings, chat logs, and attendee lists within three (3) business days after a workshop or meeting, as well as translation of summaries of compiled feedback from workshop and meeting participants received in any of the priority Bay Area Languages – Chinese, Spanish, Tagalog, and Vietnamese within five (5) business days. CONTRACTOR will provide a draft meeting summary for DISTRICT

review and will incorporate comments and edits from DISTRICT in the final summary.

- ii. Support additional post-workshop and meeting follow-up tasks as requested by the DISTRICT. CONTRACTOR's tasks may include, but are not limited to:
 - Sending post-workshop thank you emails;
 - Conducting follow-up emails to attendees; and
 - Participating in debrief meetings with DISTRICT.

Deliverables:

- Draft and final-version summaries for all meetings and workshops
- Recording of Zoom meeting and transcription of the chat for all virtual meetings and workshops
- Summary of follow-up tasks and results as requested by the DISTRICT
- Summaries of compiled workshop feedback in priority Bay Area languages translated into English for all multilingual workshops and meetings
- Updated rosters including meeting attendance for all meetings and workshops

D. Stipends and Gift Card Plan

During the term of this Contract, CONTRACTOR shall administrate a stipend and gift card plan. CONTRACTOR shall:

- i. Create a plan for dispersing stipends for Advisory Working Group (AWG) members and incentive gift cards for participants of subregional workshops for DISTRICT review and approval.
- ii. Coordinate annual tax information and stipend agreements for up to ten (10) eligible AWG members who request to be compensated for their participation.
- iii. Administrate tax reporting and the information must comply with Internal Revenue Services and State of California tax regulations.
- iv. Distribute stipends quarterly. CONTRACTOR shall consult with DISTRICT to determine the disbursement amount. CONTRACTOR shall invoice DISTRICT for reimbursement in the month following disbursement.
- v. Coordinate the secure paperwork for incentive gift cards for participants of virtual subregional workshops. CONTRACTOR will distribute gift cards within one (1) day of completion of the virtual workshop. CONTRACTOR shall provide a secure transfer of gift cards and documentation of gift card disbursement.
- vi. Provide a quarterly summary report of stipend and gift cards to DISTRICT that includes the total costs of stipend and gift card allocation.

Deliverables:

- Written administrative and disbursement plan for stipends and gift cards created in collaboration

with DISTRICT

- Documentation of stipends administered and gift cards disbursed
- Quarterly stipend and gift card summary report
- Annual Tax reporting to applicable Working Group members and Internal Revenue Service

Task 1.2 Assumptions

The specific languages, accessibility services, meeting formats, and associated support for each activity will be confirmed by DISTRICT and CONTRACTOR in advance based on participant needs, project priorities, and available resources. The number of eligible recipients, payment amounts, and total allocation for stipends and gift cards will be established by DISTRICT and CONTRACTOR based on budget and participation goals.

II. Communications Support

CONTRACTOR will support outreach and communications through delivery of multilingual content designed to increase multi-audience engagement across all CAP outreach and engagement activities. The content will be developed in alignment with DISTRICT guidelines and in coordination with DISTRICT staff and will support overall regional awareness of the CAP and will serve as a key tool for external engagement throughout the project.

Task 2.1 Communication Toolkit and Templates

CONTRACTOR will:

- A. Create a communications toolkit (Toolkit) including designed presentation templates with recurring project branding elements, recurring design features communicating key elements of CAP project, social media posts templates and similar communications templates. The Toolkit will be aligned with DISTRICT branding and style guidelines and created in partnership with, and subject to review by DISTRICT to ensure Toolkit alignment with internal guidelines.
- B. Create accessible and engaging communications collateral including flyers and other similar multimedia communications.
- C. Align timeline and design of toolkit deliverables to overall engagement and outreach aims of the CAP project. All deliverables will be ADA accessible, targeted to a diverse range of audiences in the Bay Area, and translated into languages determined by DISTRICT.
- D. Coordinate social media deliverables relevant to the Toolkit with DISTRICT to ensure consistency with overall DISTRICT social media cadence, brand guideline alignment, and review processes.

Deliverables:

- Communications Toolkit including:
 - o Recurring branded design elements for CAP project

- o Communications templates
- o Workshop flyers
- o Multilingual versions of toolkit deliverables in languages common to the Bay Area

Task 2.1 Assumptions

The specific components, formats, and level of production for the Toolkit will be determined by DISTRICT and CONTRACTOR based on project priorities, anticipated use, and budget. DISTRICT and CONTRACTOR will identify priority deliverables through the project workplan and resource plan.

Task 2.2 Accessible and Engaging Content to Support Engagement

CONTRACTOR will:

- A. Support creative and accessible multilingual content creation in coordination with DISTRICT for virtual and in-person workshops and meetings. The content will communicate technical and non-technical information and data in a manner understandable to a wide range of audiences. CONTRACTOR's content including data visualizations must be delivered in a format editable by DISTRICT, such as Microsoft 365 or Adobe applications.
- B. Collaborate with DISTRICT to support development of multimedia content and social media posts to promote and communicate outreach and engagement activities with a goal of resonating with a diverse range of audiences. All deliverables will be ADA accessible and translated into languages as determined by DISTRICT.
- C. Develop creative materials to support digestible communications on control measures for a variety of audiences including technical stakeholders and the general public. The intent of these materials is to clearly communicate the benefits and disbenefits of proposed draft and concept measures to a wide range of audiences described in engagement activities under Task 3.3 and 3.4. CONTRACTOR shall provide drafts and final versions for DISTRICT review and approval.

Deliverables:

- Designed content reflecting technical content that will be covered in workshops, meetings, and engagement activities, including specific content on control measure concepts
- Multimedia content and social media posts to promote workshops, meetings, and engagement activities
- Social media posts and flyers for workshops, meetings, and engagement activities in Task 3.3 and 3.4
- Draft and Final creative materials

Task 2.2 Assumptions

The type, quantity, format, and level of effort for materials developed under this Task will be determined by DISTRICT and CONTRACTOR based on the needs of each engagement activity, the project schedule, and budget. CONTRACTOR will prioritize materials through the project workplan and resource plan and will perform work upon DISTRICT request.

Task 2.3. Production of Draft and Final Clean Air Plan

CONTRACTOR will provide copy editing services for DISTRICT's CAP. The goal is to provide a public review Draft Clean Air Plan which is visually appealing, creative and culturally resonant with the public.

- A. As part of its services, CONTRACTOR shall follow DISTRICT branding guidelines and:
 - o Format, copy edit and design a public review Draft Clean Air Plan in a Microsoft 365 application for DISTRICT review and approval.
 - o Format, copy edit and design a Final Clean Air Plan delivered in a format as directed by DISTRICT for DISTRICT review and approval.
- B. Upon DISTRICT request, CONTRACTOR will create complimentary multi-media elements (e.g. introduction videos).

Deliverables:

- Formatted, edited and designed Draft Clean Air Plan
- Formatted, edited and designed Final Clean Air Plan
- DISTRICT requested complimentary multimedia elements

Task 2.3 Assumptions

- All deliverables will be ADA accessible, translated into languages determined by DISTRICT
- DISTRICT and CONTRACTOR will confirm the anticipated document length, production requirements, file formats, review schedule, and level of design support before work begins. The scope and level of effort for supplemental multimedia elements will be determined based on project priorities and the available budget.

III. Virtual Public Workshops

CONTRACTOR will coordinate with DISTRICT to conduct outreach and engagement activities for public audiences including environmental justice (EJ) communities and the general public. CONTRACTOR will provide administrative and logistics support for in-person and virtual workshops and meetings through use of virtual meeting technology tools (e.g, Zoom, Teams), online whiteboarding tools (e.g. Miro), and other online and in-person engagement tools used for engagement and outreach to be determined in collaboration with DISTRICT.

Task 3.1 Regional Kickoff Workshop (1)

CONTRACTOR will provide administrative and logistical support for a regional virtual kickoff CAP workshop. CONTRACTOR will:

- A. Provide technology tools needed for conducting virtual workshop.
- B. Develop a facilitation guide and engagement activity materials (e.g. polls, Mentimeter) for DISTRICT review and approval.
- C. Provide translation and interpretation in languages common in the Bay Area, through implementation of Scope of Work items described in Task 1.2.

Deliverables:

Comprehensive logistics and administrative support of virtual regional public kickoff workshop (1), consistent with all deliverables described under Task 1.2, including:

- Facilitation guide and engagement activity materials (e.g. polls, Mentimeter)
- Multilingual versions of in-person and virtual workshop materials
- Multilingual Interpretation services for virtual public workshop
- Post-workshop meeting notes
- Summaries of compiled feedback in key Bay Area languages
- Invitation e-mails with virtual meeting links
- Meeting agendas, facilitation plans, and any supporting materials
- Draft and final-version summaries for all meetings
- Recording of Zoom meeting and transcription of the chat
- Summary of follow-up tasks and results as requested by the DISTRICT
- Meeting attendance log

Task 3.1 Assumptions

For workshops under this Task, DISTRICT and CONTRACTOR will confirm the format, anticipated attendance, language access needs, engagement tools, outreach level, and supporting materials through the project workplan and resource plan. The level of support may vary by workshop based on project needs and budget.

Task 3.2 Air Quality Foundations and Concepts Regional Workshop (1)

CONTRACTOR will provide administrative and logistical support for a regional virtual public workshop on air quality foundations and concepts. CONTRACTOR will:

- A. Provide technology tools needed for virtual workshop, development of facilitation guides and engagement activity materials (e.g. polls, Mentimeter).
- B. Lead multilingual recruitment for workshop participants and registration for workshops in languages common in the Bay Area.
- C. Provide meeting minutes in a timely manner post-workshop, as well as including a summary of compiled feedback from workshop participants in common Bay Area languages, through implementation of Scope of Work items described in Task 1.2.

Deliverables:

Comprehensive logistics and administrative support for virtual air quality foundations and concepts workshop (1), consistent with all deliverables described under Task 1.2, including:

- Facilitation guide and engagement activity materials (e.g. polls, Mentimeter)
- Multilingual versions of in-person and virtual workshop material
- Multilingual interpretation services for virtual public workshop
- Post-workshop meeting notes
- Summaries of compiled feedback in common Bay Area languages
- Invitation e-mails with virtual meeting links
- Meeting agendas, facilitation plans, and any supporting materials
- Draft and final-version summaries for all meetings
- Recording of Zoom meeting and transcription of the chat
- Summary of follow-up tasks and results as requested by the DISTRICT
- Meeting attendance log

Task 3.3 Control Measures Regional Workshops (2)

CONTRACTOR will coordinate with DISTRICT to conduct outreach and engagement activities for external audiences including EJ communities and the general public on CAP control measure concepts and priorities. This Task 3.3 is designed to provide two (2) rounds of engagement with external audiences, in order to 1) shape control measure concepts before control measures are formally drafted, and 2) provide final-round feedback on draft control measures. The outreach conducted during the first phase on air quality foundations and concepts will continue into the second phase to ensure continuity, and transparency for how first-round feedback was incorporated by DISTRICT. Engagement in Task 3.3 will be supported by in-person subregional workshops described in Task 4.2, which will be conducted in collaboration with local community-based organizations and held in-person, as determined by DISTRICT.

CONTRACTOR will provide administrative and logistical support for two (2) regional virtual workshops. CONTRACTOR will:

- A. Provide technology tools needed for virtual workshop, development of facilitation guides and engagement activity materials (e.g. polls, Mentimeter).
- B. Lead multilingual recruitment for workshop participants and registration for workshops in common Bay Area languages.
- C. Provide meeting minutes in a timely manner post-workshop, as well as a summary of compiled feedback from workshop participants in common Bay Area languages.

Deliverables:

- Logistics and administrative support for regional control measures concepts virtual workshop (1), consistent with all deliverables described under Task 1.2;
- Logistics and administrative support for regional draft control measures virtual workshop (1), consistent with all deliverables described under Task 1.2, including, for each workshop;

- o Facilitation guide and engagement activity materials (e.g. polls, Mentimeter)
- o Multilingual versions of in-person and virtual workshop material
- o Multilingual interpretation services for virtual public workshops
- o Post-workshop meeting notes
- o Summaries of compiled feedback in common Bay Area languages
- o Invitation e-mails with virtual meeting links
- o Meeting agendas, facilitation plans, and any supporting materials
- o Draft and final-version summaries for all meetings
- o Recording of Zoom meeting and transcription of the chat
- o Summary of follow-up tasks and results as requested by the DISTRICT
- o Meeting attendance log

Task 3.4 California Environmental Quality Act (CEQA) Public Meetings (2)

CONTRACTOR will provide administrative and logistics support for a virtual public scoping meeting on the CEQA approach and Notice of Preparation and a public meeting during the public review and comment period for the CEQA environmental review documents as described in Task 1.2. The CEQA contractor will work with DISTRICT on the development of workshop content. CONTRACTOR will work with DISTRICT to develop announcements for the scoping meeting and public review and comment periods tailored to reflect federal and state public disclosure requirements.

Deliverables:

Comprehensive logistics and administrative support for CEQA public scoping meeting and public meeting during public review and comment period (2), consistent with all deliverables described under Task 1.2, including:

- Facilitation guide and engagement activity materials (e.g. polls, Mentimeter)
- Multilingual versions of in-person and virtual workshop materials
- Multilingual interpretation services for virtual public workshops
- Post-workshop meeting notes
- Summaries of compiled feedback in common Bay Area languages
- Invitation e-mails with virtual meeting links
- Meeting agendas, facilitation plans, and any supporting materials
- Draft and final-version summaries for all meetings
- Recording of Zoom meeting and transcription of the chat
- Summary of follow-up tasks and results as requested by the DISTRICT
- Meeting attendance log

IV. Subregional In-Person Workshops in Partnership with Community Based Organizations (CBOs)

CONTRACTOR will support the DISTRICT and partner with CBOs to design and deliver subregional workshops on control measure concepts and priorities (see description in Task 3.3). The objective

is to have one CBO partner per subregion (5 total CBO partners), who will help develop and deliver two workshops in the respective CBO's subregion. Five subregions have been identified: North Bay (Napa, Marin, Sonoma), the Refinery Corridor (Contra Costa, Solano), East Bay (Alameda County), Peninsula and San Francisco (San Mateo and San Francisco), and South Bay (Santa Clara).

Task 4.1 Partnership with Community Based Organizations (Mini-grant program)

CONTRACTOR will support DISTRICT with recruitment, selection, and compensation of five (5) total CBO partners. As part of its tasks, CONTRACTOR will:

- A. In consultation with DISTRICT, develop the draft and final versions of agreements and guidelines to inform CBO partner recruitment and selection.
- B. Administer a CBO mini-grant program (grant availability for all CBO partners not to exceed \$50,000 in total) that formalizes the partnership with the selected CBO partners in consultation with DISTRICT, which will be described in a memorandum.
- C. Confirm scopes of work and establish project management and administration tools such as a mechanism to confirm work scope (e.g. memorandum of understanding (MOU) or partnership agreement, scheduler to track CBO work progress, deliverables, and mini-grant payments.
- D. Convene three (3) meetings with all CBO partners to allow for sharing of lessons learned and give opportunities for CBO partners to share feedback during the mini-grant period. Of the three meetings, two CBO convenings will be virtual, with an option for the third convening to be in-person.
- E. Provide the DISTRICT progress summaries on a weekly basis and a final report summarizing the outcomes and findings of each CBO partner engagement efforts.
- F. Provide administrative support to CBOs by confirming scopes of work, and tracking progress. CBO partners will have the option to self-design and create their work scope, based on their community expertise and experience, or to partner with the Air District on a pre-determined scope of work to assist in recruiting community members to attend workshops, review workshop material, and potentially co-host in-person workshops.

Deliverables:

- Memorandum describing guidelines for CBO recruitment and selection (1)
- Draft and final versions of MOU or other administrative structure to formalize CBO partnerships scope of work including deliverables, timelines and disbursement amount for each CBO partnership (5 agreements)
- Schedule and key deliverable tracker for CBO partner work
- Weekly progress reports to the DISTRICT during Task 1 project management meetings
- Budget tracking of total expenditures and payments to CBO partners including individual participant stipends if requested and approved by the DISTRICT
- Final report summarizing CBO partner engagement efforts and lessons learned
- Convenings of CBO partners; Two (2) virtual full group meetings at key project stages,

and one (1) meeting on lessons learned at wrap-up, optionally to be held in-person, consistent with comprehensive meeting and logistics support described in Task 1.2.

Task 4.2 Subregional In-Person Workshops with CBO Partners (10)

CONTRACTOR will provide administrative and logistics support to CBO partners and DISTRICT to develop and deliver a total of ten (10) subregional workshops. Two (2) workshops will be held in each of the five subregions. CBO partners and DISTRICT will determine if workshops should be held virtually or in-person based on a variety of factors including the availability of in-person venues. As part of its tasks, CONTRACTOR will:

- A. Consistent with Task 1.2, support in-language (e.g. Spanish only) workshops, at the discretion of the CBO partners and with approval by DISTRICT.
- B. Upon DISTRICT request, provide hard copy or virtual materials in target-languages, assist CBOs conduct multilingual outreach including event sign-ups, and logistics.
- C. Provide incentive gift cards to workshop participants, if workshops must be held virtually. In-person workshops are preferred, and, in the case of in-person workshops, CONTRACTOR will provide food and confirm a venue in-lieu of gift cards.

Deliverables:

Comprehensive logistics and administrative support for subregional workshops (10) on control measures, consistent with all deliverables described under Task 1.2, including:

- Facilitation guide and engagement activity materials (e.g. polls, Mentimeter)
- Multilingual versions of in-person and virtual workshop materials
- Multilingual interpretation services for in-person and virtual workshops
- Post-workshop meeting notes
- Summaries of compiled feedback in common Bay Area languages
- Invitation e-mails with in-person meeting details; or virtual meeting links
- Meeting agendas, facilitation plans, and any supporting materials
- Draft and final-version summaries for all meetings
- Recording of Zoom meeting and transcription of the chat
- Summary of follow-up tasks and results as requested by the DISTRICT
- Meeting attendance log
- Gift card disbursement to virtual individual participants following project stipend and gift card policy
- Support securing in-person venue, event set-up and takedown, physical meeting materials, and providing culturally relevant food/ refreshments

Task 4.2 Assumptions

DISTRICT, CONTRACTOR, and the applicable CBO partner will confirm the format, location, language access needs, outreach responsibilities, materials, participant support, and logistics for each workshop based on community needs and the approved budget. The specific level of support may vary by workshop.

V. Advisory Working Group Support

CONTRACTOR will support DISTRICT with recruitment and selection of an AWG. The AWG may include representatives from CBOs, nonprofits, academic institutions, local governments, and other key external stakeholders. The Working Group will advise the DISTRICT on areas of the CAP requiring external stakeholder input. Working Group members will be provided a stipend upon request (in an amount to be determined by DISTRICT), consistent with DISTRICT practices and Task 1.2. DISTRICT will be responsible for establishing and managing AWG subcommittees.

Task 5. Advisory Working Group

CONTRACTOR will provide logistics and administrative support for scheduling and facilitating a maximum of eight (8) two-hour AWG meetings in consultation with DISTRICT. Most AWG meetings are expected to be virtual, with a maximum of three (3) AWG meetings held in-person. As part of its tasks, CONTRACTOR will:

- A. Support development of facilitation guides and engagement activity materials (e.g. polls, Mentimeter).
- B. Document AWG project contributions through meeting minutes and summaries of key decisions made.
- C. Administrate disbursement of stipends to AWG members in consultation with the DISTRICT, consistent with Task 1.2.

Deliverables:

Comprehensive logistics and administrative support for 8 two-hour Working Group meetings (maximum of 3 meetings held in-person), consistent with all deliverables described under Task 1.2, including:

- Facilitation guide and engagement activity materials (e.g. polls, Mentimeter)
- Post-workshop meeting notes
- Invitation e-mails with in-person meeting details; or virtual meeting links
- Meeting agendas, facilitation plans, and any supporting materials
- Draft and final-version summaries for all meetings
- Recording of Zoom meeting and transcription of the chat
- Summary of follow-up tasks and results as requested by the DISTRICT.
- Meeting attendance log
- Stipend disbursement to Working Group members
- Support securing in-person venue, event set-up and takedown, physical meeting materials, and providing culturally relevant food/ refreshments

Task 5 Assumptions

DISTRICT and CONTRACTOR will determine the AWG size, meeting format, language access needs, stipend administration requirements, and level of support for each meeting based on project needs and budget. CONTRACTOR will provide services upon DISTRICT request and in accordance with the approved workplan and resource plan.

Scope of Work Assumptions

- The parties acknowledge that the timing, quantity, format, and level of effort for certain services under Attachment A cannot be fully determined at the outset of the Contract. These services may include, but are not limited to, translation and interpretation in specific languages, in-person meetings and workshop support, venue rentals, equipment, printing, food and refreshments, participant incentives, AWG stipends, communications materials, multimedia content, and other direct costs.
- DISTRICT and CONTRACTOR will work collaboratively to develop and regularly update a resource plan identifying anticipated labor and direct cost allocations across the Scope of Work. CONTRACTOR will provide regular budget tracking and projected resource needs. CONTRACTOR will only perform work upon DISTRICT request and will only expend funds for approved purposes and within the available Contract budget.
- CONTRACTOR will notify DISTRICT as early as practicable and, where feasible, approximately three (3) months in advance to determine if additional resources are required. DISTRICT and CONTRACTOR will work together to evaluate available options, which may include adjusting the timing or level of effort, reallocating resources among tasks, revising planned activities or deliverables, or pursuing a written amendment to increase the Contract budget. Any reallocation that materially changes the Scope of Work or any increase to the total Contract amount must be approved by DISTRICT in writing.

ATTACHMENT B

COST SCHEDULE

DISTRICT shall pay CONTRACTOR on a time and material basis in accordance to Table 1 below to complete all tasks outlined in Attachment A, Scope of Work. CONTRACTOR shall submit monthly invoices for payment for the number of hours worked and services rendered, and any receipts for direct cost expenses in the previous month. Payments will be made within thirty (30) calendar days following DISTRICT's receipt and approval of CONTRACTOR's invoice and in accordance with Section 8, Payment, of this Contract.

Table 1: Hourly Rates

Classification	Hourly Rate August 2026 - August 2029*
Principal	\$255.00
Vice President	\$225.00
Associate Principal	\$215.00
Sr Director	\$208.69
Director	\$193.97
Sr Project Manager	\$189.00
Sr. Engagement Manager	\$180.00
Language Experts	\$180.00
Project Coordinator	\$165.00
Language Access Project Manager	\$155.00
Senior Chinese Community Liaison	\$154.20
Community Engagement Manager	\$153.62
Sr. Graphic Designer / Illustrator	\$150.00
Project Associate II	\$150.00
Project Associate I	\$125.00

**Rates are fixed through August 2029. Thereafter, hourly rates may be adjusted annually in alignment with changes in the Consumer Price Index, subject to DISTRICT's written approval.*

Direct Costs: With prior written approval from DISTRICT, DISTRICT shall reimburse CONTRACTOR for direct cost expenses. Direct costs shall not exceed \$100,000. Direct costs will be invoiced at the actual cost incurred, plus a five percent (5%) mark-up. Direct costs include costs for venue rentals, equipment, printing, food, refreshments, serve ware or other materials for in-person meetings, gift cards, participant incentives, and AWG stipends.

If DISTRICT deems travel is necessary, DISTRICT shall reimburse CONTRACTOR for reasonable travel-related expenses to cover incidental expenses and costs of transportation in accordance to Attachment C, Contractor Travel Policy:

Total Cost of Contract Not to Exceed: \$450,000.

Attachment C

Contractor Travel Policy

Contractors who are under agreement with the District and who plan to bill the District for travel expenses per the terms of their Contract must adhere to this Contractor Travel Policy.

GUIDELINES

Making Travel Arrangements

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

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

2. Supporting documentation shall be provided for travel-related expenses in accordance with the following requirements:
- **Airfare, Car Rentals, Lodging** – Bills for actual expenses incurred.
 - **Meals** – Meals billed in excess of \$25.00 each day require receipts or other supporting documentation for the total amount of the bill to be approved by the DISTRICT.
 - **Other Travel Related Expenses** – Receipts are required for all individual items in excess of twenty five dollars (\$25.00).
3. Travel Time Charging
- Contractor employees (and subcontractors) are to record hours actually worked (those in which a benefit to the DISTRICT was provided during travel) when traveling on business for the firm. This normally will not include all hours during travel, except when all travel is within the normal business day (8:00 AM – 5:00 PM). If travel is on a normal business day, then travel will be arranged for morning or evening so as to minimize travel during working hours (8:00 AM – 5:00 PM) and maximize on-site time on the day of travel. Time that is incurred because of personal preference or combining personal travel with business is not to be charged.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

DATA SHARING ADDENDUM

CONTRACT NO. 2026.171

1. **PARTIES** – The parties to this Data Sharing Addendum (“DSA”) are the Bay Area Air Quality Management District (“DISTRICT”) whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and **InterEthnica, Inc.** (“CONTRACTOR”) whose address is 1001 Lombard Street, San Francisco, CA 94109.
2. This DSA is incorporated into and part of the Professional Service Contract ("PSC" or the "Agreement") No. 2026.171 between the DISTRICT and CONTRACTOR (collectively, the "Parties"). This DSA reflects the parties' rights and obligations with respect to Personal Identifying Information (“PII”) as part of the Agreement. In the event of a conflict between the terms of this DSA and the PSC with respect to the subject matter herein, the terms of this DSA govern. Any prior data protection agreements between the Parties are superseded and replaced by this DSA in their entirety.
3. **DEFINITIONS**
 - A. Data Breach means the attempted or successful unauthorized access, use, disclosure, modification, or destruction, of information or interference with system operations in an information system.
 - B. Data Privacy Laws means all applicable laws and regulations relating to the processing, privacy, and/or use of Personal Data, as applicable to either party or the Services, including jurisdictional, industry-specific, or data-specific laws and regulations including, but not limited to: Information Practices Act (Civ. Code § 1798), California Consumer Privacy Act, and California Privacy Rights Act.
 - C. “Personal Identifying Information” (“PII”) means any information that is maintained by an agency that identifies or describes an individual, including, but not limited to, the individual's name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It includes statements made by, or attributed to, the individual.
4. **COMPLIANCE WITH LAWS**
 - A. CONTRACTOR warrants that any use of PII performed on behalf of DISTRICT will be conducted in accordance with all applicable Data Privacy Laws. CONTRACTOR must notify the DISTRICT in writing without undue delay if it is no longer able to meet its obligations under applicable Data Privacy Laws. Each Party is responsible for the quality and accuracy of the PII and how it acquired such data. Each Party is also responsible for complying with transparency and consent requirements for the collection, use, and transfer of the PII under applicable Data Privacy Laws.
 - B. CONTRACTOR shall complete the template below to be approved by the DISTRICT, the approved notice provision will be provided when requesting PII from an individual at the time of collection:
 - i) The Bay Area Air District hereby provides notice of the potential collection of personal

information facilitated through [CONTRACTOR NAME]. The [DIVISION TITLE] of the Bay Area Air District is collecting this information under [SPECIFIC AUTHORITY]. This information will be used for [PURPOSE]. The submission of this information is [MANDATORY/VOLUNTARY] and, if the information is not disclosed, [CONSEQUENCE]. The responsible agency official for this information is John Chiladakis, Deputy Executive Officer of Information Management (415-749-4750) and members of the public may request access to their personal data by contacting the responsible official. [IF DISCLOSURE TO OTHER GOVERNMENT AGENCY IS LIKELY, DETAILS MUST BE PROVIDED.]

- C. CONTRACTOR shall ensure that any subcontractors, employees, and agents performing under this Addendum comply with all privacy standards required of the CONTRACTOR.
5. OWNERSHIP OF DATA – All PII received or collected by CONTRACTOR in performing this Agreement shall remain the property of the DISTRICT.
6. DURATION OF USE – Retention and use of disclosed PII under this DSA will begin on the date this DSA is fully executed and run for the full duration of the PSC into which it is incorporated, unless further extended by amendment of this Addendum or the PSC in writing, or terminated earlier according to the terms of the PSC. CONTRACTOR shall not retain or use any disclosed PII until the Addendum is fully executed.
7. MINIMUM NECESSARY – CONTRACTOR shall request, use, and disclose only the minimum amount of PII necessary to accomplish the obligations outlined in the PSC.
8. TYPES OF DATA – CONTRACTOR will use the following categories of PII provided by the DISTRICT or collected by CONTRACTOR directly:
 - A. Personal contact information, including but not limited to a person's full name, home address, phone number, and email address;
 - B. Business or workplace information, including but not limited to the name and address of a person's business or workplace;
 - C. Any information required by Internal Revenue Service Form W-9 or otherwise required for tax purposes.
9. APPROPRIATE SAFEGUARDS – CONTRACTOR shall take all appropriate security measures to protect the confidentiality, integrity and availability of PII that it creates, collects, receives, maintains, or transmits on behalf of the DISTRICT, and shall prevent any use or disclosure of PII other than as permitted by the Agreement, including, but not limited to, administrative, physical and technical safeguards as outlined below and in accordance with DISTRICT policies .
 - A. **Access Control to PII Data for Consultant's Employees or Agents (NIST SP 800-53: AC-2, AC-3)**
CONTRACTOR shall implement role-based access controls (RBAC) both on CONTRACTOR systems aligned with NIST's AC-2 (Account Management) and AC-3 (Access Enforcement). CONTRACTOR shall define access limitations based on individual roles, minimizing PII access to only those employees of the CONTRACTOR who have a direct business need to access the data. CONTRACTOR shall provide DISTRICT with the procedures for maintaining the role-based access control up to date (i.e., establish a written procedure for when an employee is onboarded or offboarded).

B. Audit and Accountability (NIST SP 800-53: AU-2, AU-6)

CONTRACTOR shall implement logging and monitoring (AU-2, AU-6) on all systems where PII is stored. Access logs should be regularly reviewed to detect unauthorized access, with any anomalies reported to the DISTRICT. CONTRACTOR shall provide DISTRICT with documentation on the procedures.

C. Data Security and Encryption (NIST SP 800-53: SC-13, SC-28)

CONTRACTOR shall implement encryption for PII in transit and at rest (SC-13, SC-28) on all platforms storing or transmitting PII. CONTRACTOR devices accessing PII shall be compliant with NIST standards cited above for secure handling. CONTRACTOR shall provide DISTRICT with an explanation on how this will be done.

D. Data Minimization and Retention (NIST SP 800-53: MP-4, SI-12)

CONTRACTOR shall enforce data minimization (MP-4), downloading only necessary information. Subject to direction from DISTRICT pursuant to Paragraph 12 of this Addendum, CONTRACTOR shall specify a retention period for the PII, purging data after retention periods and providing documentation certifying record deletion.

E. Enhanced Security Awareness and Training for PII (NIST SP 800-53: AT-2, AT-3)

CONTRACTOR shall train (AT-2, AT-3) any employees who handle this data on best practices for PII data handling.

F. Incident Response and Breach Notification (NIST SP 800-53: IR-6, IR-7)

CONTRACTOR shall develop an incident response plan for DISTRICT approval (IR-6, IR-7).

10. DATA BREACH

A. The CONTRACTOR shall promptly notify the DISTRICT of a Data Breach involving PII within 48 hours. Notice of the breach shall be provided in accordance with the notice requirements set forth in Section 10 of the PSC.

B. The notice shall include, to the extent practicable, the identification of each individual whose unsecured PII has been, or is reasonably believed by the CONTRACTOR to have been accessed, used, or disclosed.

C. CONTRACTOR shall take prompt corrective action to cure any deficiencies or damages incurred from the Data Breach, including but not limited to, covering the cost of investigation, notification, remediation, and any regulatory penalties.

D. CONTRACTOR shall maintain cyber security liability insurance and comply with the same insurance obligations as outlined in Section 6 of the PSC.

11. **PERMITTED USES** – CONTRACTOR may use, collect, access, and/or disclose PII only for the purpose of performing CONTRACTOR's obligations for, or on behalf of, the DISTRICT and as permitted or required under the Agreement, or as required by law. Further, CONTRACTOR shall not use PII in any manner that would constitute a violation of Data Privacy Laws. However, CONTRACTOR may use PII as necessary (i) for the proper management and administration of the Agreement; (ii) to carry out the legal responsibilities of CONTRACTOR; or (iii) as required by law. If CONTRACTOR discloses PII to a third party, CONTRACTOR must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such PII will be held confidential as provided pursuant to this Agreement and used or disclosed only as required by

law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify DISTRICT any breaches, security incidents, or unauthorized uses or disclosures of the PII to the extent it has obtained knowledge of such occurrences.

12. PROHIBITED USES OR DISCLOSURE – CONTRACTOR shall not use or authorize the use of the PII for purposes other than performing its obligations under the PSC.

13. RETENTION, DELETION, AND RECORDS MANAGEMENT

- A. During the course of this Agreement, CONTRACTOR shall maintain all records containing PII, to the maximum extent possible, with accuracy, relevance, timeliness, and completeness. CONTRACTOR shall not destroy or sanitize any records containing PII without prior written approval by the DISTRICT.
- B. CONTRACTOR agrees to, at DISTRICT's choice, securely delete or return the PII within 30 days upon DISTRICT's request at any time during the PSC term or upon termination or expiration of the PSC except to the extent that storage of any such data is required by applicable law (and, if so, CONTRACTOR shall inform DISTRICT of any such requirement and shall securely delete such data as soon as it is permitted to do so under applicable law). Secure deletion of PII shall be done in accordance with NIST SP 800-88 and CONTRACTOR will provide a written certification of completion to the DISTRICT.

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

INTERETHNICA, INC.

By: _____
Philip M. Fine
Executive Officer/APCO

By: _____
Mona Abboud
Vice President

Date: _____

Date: _____

Approved as to form:

By: _____
Alexander G. Crockett
General Counsel

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: September 2, 2026

Re: Authorization to Execute Contract with Fuel for Society to Provide Financial
Consultant Support to the Climate Tech Finance Program

RECOMMENDED ACTION

Authorize the Executive Officer/ APCO to execute a 3-year contract with Fuel for Society for \$341,000 to consult with and support the Climate Tech Finance Program in providing financial support to small businesses and entrepreneurs and increase access to capital for climate technology in California.

BACKGROUND

The Air District established the Climate Tech Finance (CTF) Program in 2018 to scale up technologies that reduce greenhouse gas (GHG) emissions. This program provides financial and technical support to small businesses, entrepreneurs, and lenders to encourage commercialization of climate technologies. From July 2021 - June 2025, the CTF Program has supported 17 loans totaling over \$42 million. The Air District has a strong interest in increasing the number of deals closed for loan requests that are considered smaller, under \$1 million, which accounted for approximately 40% of loans requested last fiscal year. Additionally, the Air District is particularly interested in increasing the diversity of entrepreneurs supported via the CTF Program.

The CTF program seeks ongoing contractor support to provide core financial development services. Fuel for Society will support the CTF program through ongoing deal sourcing, financial eligibility screening, financial reviews, financial readiness assistance, lender engagement, and project management of applicants pursuing CTF loan guarantees, and strategic lender network development. Fuel for Society will perform tasks including conducting financial assessments, creating secure data rooms to house confidential financial information from prospective companies, matching financing-ready companies with appropriate lenders and Financial Development Corporations (FDCs), supporting financing package development, coordinating lender engagement, and maintaining project tracking throughout the financing process. Fuel for Society will also apply social equity and environmental justice standards throughout the financial development process to help expand access to capital for underserved

founders and overburdened communities. These financial development services are crucial to the continued success, and increased performance of the CTF Program, and directly support Strategic Plan Strategy 01.07- Mitigate Climate Change and Its Impacts – New Climate Solutions.

DISCUSSION

On May 4, 2026, the Air District issued Request for Proposals (RFP) No. 2026-007 for a Climate Tech Finance financial consultant to provide financial development support services for the CTF Program, including ongoing deal sourcing, deal development, and project management of CTF loan guarantees.

Through the RFP process, the Air District sought a consultant to provide financial development support services. The Air District received two proposals, one from Fuel for Society and one from George McDaniel. An evaluation panel made up of staff from the Strategic Incentives Division and Technology Implementation Office reviewed the proposals, conducted interviews, and completed reference checks. Proposals were evaluated based on technical expertise, approach, cost effectiveness, resource allocation strategy, and the quality and applicability of references.

Following the evaluation process, Fuel for Society received the highest aggregate score, with 43 points out of a possible 50. George McDaniel received 41.33 points. Based on the evaluation results, interviews, and reference checks, the panel selected Fuel for Society for recommendation.

Fuel for Society is exceptionally qualified to deliver the requested services based on its extensive experience in mission-driven community investment and institutional energy investment banking, including work with the United States Department of Energy Loan Programs Office and Credit Suisse Global Infrastructure, Utilities and Renewable Group. Fuel for Society also has experience evaluating, structuring, and managing debt financing for climate technologies, including solar and microgrids. Its proposal included a specific vision to increase the number of closed loans under \$1 million, which is a key part of CTF's pivot to support diverse small businesses and climate entrepreneurs in California.

If approved, the term of this contract will be from October 1, 2026, to October 1, 2029, with the option for two one-year extensions.

BUDGET CONSIDERATION/FINANCIAL IMPACT

It is anticipated that this contract will result in \$341,000 in expenditures over the 3-year life of this contract, calculated at an annual fixed rate of \$108,000. Funding for this contract is included in the Fiscal Year 2026-2027 budget in Program 126, costs for the Fiscal Years 2027-2028 and 2028-2029 will be incorporated into the respective program budget.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Forest Abbott-Lum
Reviewed by: Anthony Fournier

ATTACHMENT(S):

1. Draft CTF Finance Leads Contract

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

PROFESSIONAL SERVICES CONTRACT

CONTRACT NO. 2026.172

1. **PARTIES** – The parties to this Contract (“Contract”) are the Bay Area Air Quality Management District (“DISTRICT”) whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and **Fuel for Society** (“CONTRACTOR”) whose address is 17 Beechwood Road, Verona, NJ 07044.
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 October 1, 2026 to September 30, 2029, unless further extended by amendment of this Contract in writing and signed by both parties, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.
5. **TERMINATION**
 - A. The DISTRICT may terminate this Contract at any time, at will, and without specifying any

reason, by notifying CONTRACTOR in writing. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of delivery of the notice of termination, as set forth in section 10, below, and shall be delivered in accordance with the provisions of section 10 below. Immediately upon receipt of the notice of termination, CONTRACTOR shall cease all work under this Contract, except such work as is specified in the notice of termination. CONTRACTOR shall deliver a final invoice for all remaining work performed but not billed, including any work specified in the termination notice, on or before ten (10) business days following the effective date of termination.

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

6. INSURANCE

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

each claim.

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

7. INDEMNIFICATION

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

8. PAYMENT

- A. DISTRICT shall pay CONTRACTOR for services in accordance with the terms set forth in the Cost Schedule, which is attached hereto as Attachment B and incorporated herein by this reference.
- B. CONTRACTOR shall submit invoice(s) to DISTRICT for services performed. Each invoice shall specify the total cost of the services for which the invoice is submitted, shall reference tasks shown in the Scope of Work, the hours associated with same, or percentage completion thereof, and the amount of charge claimed, and, as appropriate, shall list any charges for equipment, material, supplies, travel, and subcontractors' services.
- C. DISTRICT's payment of invoices shall be subject to the following limitations and requirements:
 - i) Each invoice, including supporting documentation, shall be prepared 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: Tamara Kohne.
 - 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 \$341,000.

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 \$341,000. 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: Tamara Kohne

CONTRACTOR: Renald Appiah
17 Beechwood Road
Verona, NJ, 07044
Attn: Fuel for Society

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 BAAQMD," unless DISTRICT has waived its requirement for prior approval pursuant to paragraph A of this section.
- C. Information, data, documents, or reports developed by CONTRACTOR for DISTRICT pursuant to this Contract shall be part of DISTRICT's public record, unless otherwise indicated. CONTRACTOR may use or publish, at its own expense, such information, provided DISTRICT approves use of such information in advance. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract:

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

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

16. AUDIT / INSPECTION OF RECORDS – If this Contract exceeds \$10,000, pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and other duly authorized agents of the State of California for a period of three (3) years after final payment under this Contract. CONTRACTOR hereby agrees to make such records available during normal business hours for inspection, audit, and reproduction by any duly authorized agents of the State of California or DISTRICT. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized agents of the State of California or DISTRICT. All examinations and audits conducted under this section shall be strictly confined to those matters connected with the performance of this Contract, including, but not limited to, the costs of administering this Contract.

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

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

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

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

FUEL FOR SOCIETY

By: _____
Philip M. Fine
Executive Officer/APCO

By: _____
Renald Appiah
Principal
Project Manager & Technical
Finance Lead

Date: _____

Date: _____

Approved as to form:

By: _____
Alexander G. Crockett
General Counsel

ATTACHMENT A

SCOPE OF WORK

Overview

DISTRICT established the Climate Tech Finance (CTF) Program in 2018 to scale up technologies that reduce greenhouse gas (GHG) emissions. This program provides financial and technical support to small businesses, entrepreneurs, and lenders to encourage commercialization of climate technologies. The program's overall goal is to accelerate climate technologies and practices that deliver measurable GHG reductions in the state of California. CTF helps entrepreneurs secure debt financing for equipment, project implementation, or working capital from lenders. The program encourages lenders to lend to climate entrepreneurs by offering a loan guarantee of up to 80% of the eligible loan amount. The loans can be up to \$20 million, with a maximum guarantee of \$5 million and up to seven years term. CONTRACTOR will provide financial development support services for the CTF Program including ongoing deal sourcing, deal development, and project management of CTF loan guarantees.

Task 1 - Support Services Overview and Project Management

CONTRACTOR shall provide financial development support services for the DISTRICT's CTF Program by accelerating access to capital for developers and adopters of technologies that reduce greenhouse gas emissions across the State of California. CONTRACTOR shall work collaboratively with DISTRICT throughout the financial development process, including deal sourcing, financial eligibility screening, financial review, financing readiness support, lender engagement, and project management of applicants pursuing CTF loan guarantees.

All work shall be performed in accordance with the DISTRICT provided CTF Program Policy and Procedures (P&P), including the CTF approval process, financial eligibility criteria, evaluation framework, prioritization methodology, and loan guarantee procedures. Support shall be limited to companies that have successfully completed DISTRICT's climate eligibility screening or have otherwise been referred to by DISTRICT.

Services shall include, but are not limited to project management of financial support services for all assigned applicants and prospective transactions. CONTRACTOR shall maintain a secure, transparent, and shareable project tracking system approved by and shared with DISTRICT. The system shall document applicant status, financial review progress, lender engagement, deal progression, anticipated milestones, financing outcomes, project timelines, lender network activity, and other performance metrics requested by DISTRICT.

CONTRACTOR shall maintain accurate, current and sufficiently detailed records of all applicant interactions and supporting documentation, provide weekly project status updates with DISTRICT, participate in quarterly program performance reviews, and communicate within one (1) business day after becoming aware issues that may affect applicant eligibility, lender participation, underwriting, approval, closing, or funding.

CONTRACTOR shall provide a written monthly work summary, including a summary of fees collected in connection with CTF deals, as an attachment to each monthly invoice. CONTRACTOR shall also engage with DISTRICT for program onboarding to fully integrate CONTRACTOR into the CTF Program's existing operations, processes, and priorities.

Deliverables:

- Monthly invoice with an attached written work summary, including a summary of fees collected in connection with CTF deals
- Current project tracking system, maintained on an ongoing basis
- Weekly project status updates
- Participation in quarterly program performance reviews

Task 2 - Financial Eligibility Screening and Deal Intake

CONTRACTOR shall perform financial eligibility screening for prospective applicants in accordance with the CTF Finance Eligibility criteria established in the P&P. CONTRACTOR's screening shall include evaluation of the applicant's pathway to profitability, commercialization readiness, prior funding history, capital needs, overall financial viability, and suitability for participation in the CTF Program. Additionally, CONTRACTOR will conduct initial informational and screening meetings with prospective applicants if preparing to introduce prospective shovel-ready deals to the CTF program. CONTRACTOR shall review available business plans and supporting financial information, identify financing gaps and recommend actions to the applicants necessary to improve financing readiness.

CONTRACTOR shall document the results of each screening using a standardized template approved by DISTRICT, including a written Financial Screening Report summarizing the financing readiness determination, key financial risks, recommended next steps, and whether the applicant should advance to financial review or be placed on hold in the CTF pipeline. CONTRACTOR shall update all applicant records and project status information within the shared project tracking system.

Unless otherwise authorized in writing by DISTRICT, CONTRACTOR shall complete financial eligibility screening, submit the Financial Screening Report and all other associated deliverables, and update the shared project tracking system within fifteen (15) business days following receipt of a complete applicant package.

CONTRACTOR shall collaborate with DISTRICT to recommend and prioritize applicants that could benefit from further technical assistance or engagement from DISTRICT.

Deliverables:

- Financial Screening Report for each applicant screened
- Updated applicant record and project status in the shared project tracking system
- Phase 1 Tech Review recommendation, when applicable

Deliverables Timeline

- Within fifteen (15) business days after receipt of a complete applicant package, unless otherwise authorized by DISTRICT.

Task 3 - Detailed Financial Review and Financing Readiness

For applicants that complete the financial eligibility screening under Task 2 and are approved by DISTRICT to advance, CONTRACTOR shall review financial statements, including balance sheets, income statements, tax returns, cash flow projections, and projected sources and uses of funds; assess financial viability, repayment capacity, and the suitability of the proposed financing structure; identify financing gaps; and provide technical assistance necessary to strengthen the applicant's financing package.

CONTRACTOR shall establish and maintain secure electronic data rooms for confidential applicant materials as necessary to safeguard sensitive financial information throughout the financial review process.

Upon completion of each financial review, CONTRACTOR shall prepare and submit to DISTRICT and the applicant a written Financial Evaluation Report, using a standardized template approved by DISTRICT, documenting the applicant's financing readiness, business and technology assessment, financial health indicators, recommended loan size and financing structure, lender-specific considerations, identified financial risks, and recommended next steps for advancement through the CTF Program.

Unless otherwise approved by DISTRICT, CONTRACTOR shall complete each financial review and submit all required deliverables within twenty (20) business days following receipt of a complete financial application package.

For applicants determined to require additional preparation before lender engagement, CONTRACTOR shall provide financial development assistance to improve the applicant's financing readiness as requested and approved by DISTRICT. Such assistance may include strengthening financial documentation, refining financing strategies, addressing deficiencies identified during financial review, preparing financing packages, and assisting applicants in responding to anticipated lender due diligence requests. CONTRACTOR will work with DISTRICT on prioritizing projects and workload based on factors like financial readiness and DISTRICT priorities. CONTRACTOR shall update the Financial Evaluation Report as necessary, to document recommended improvements, completed corrective actions, remaining issues, and the applicant's updated readiness for lender engagement. CONTRACTOR shall maintain current project status information within the shared tracking system throughout this stage.

Deliverables:

- Financial Evaluation Report for each applicant completing financial review
- Updated applicant and project status information in the shared project tracking system

Deliverable Timeline:

- Within twenty (20) business days following receipt of a complete financial application package, unless otherwise approved by the DISTRICT

Task 4 - Lender and Financial Development Corporation Matching

For applicants determined to be financing-ready and approved by DISTRICT for participation, CONTRACTOR shall identify, evaluate, and introduce qualified applicants to appropriate commercial banks, Community Development Financial Institutions (CDFIs), credit unions, and other participating financial institutions capable of providing debt financing. CONTRACTOR shall present the key features of the CTF loan guarantee program, facilitate introductions to Financial Development Corporations (FDCs) responsible for underwriting loan guarantees on behalf of California Infrastructure and Economic Development Bank (IBank), and coordinate with DISTRICT to confirm that all required technical evaluations have been completed prior to loan closing.

CONTRACTOR shall prepare and submit a written Lender Matching Summary documenting financial institutions contacted, lender introductions completed, FDC referrals made, anticipated financing milestones, and recommended next steps. CONTRACTOR shall maintain current project status and

lender engagement activities within the shared project tracking system.

CONTRACTOR shall collaborate with DISTRICT to recommend and prioritize applicants that require DISTRICT's technical work for a Phase 2 Tech Review, consisting of a detailed assessment by DISTRICT of the applicant's technology, technical feasibility, environmental and social equity benefits. The completed Phase 2 Tech Review shall be provided to the lender, applicant, and FDC prior to lender loan committee (a panel of senior bank executives and risk officers that evaluates or votes on loan application) presentations.

Unless otherwise authorized by DISTRICT, CONTRACTOR shall initiate lender outreach within ten (10) business days after an applicant has been determined to be financing-ready. Following initial introductions, lenders and FDCs may proceed independently.

CONTRACTOR shall provide written notice to each FDC, with DISTRICT copied, when the FDC elects to receive services outside the scope of this Agreement. Such notice shall be documented using a form template developed or approved by DISTRICT. Any additional transaction advisory, negotiation, or loan closing support provided by CONTRACTOR shall be outside the scope of this Contract and shall be disclosed to DISTRICT in writing within five (5) business days after the loan closing. Additionally, additional out-of-scope contracting arrangements with applicants or other participants shall be disclosed to DISTRICT in writing within five (5) business days after the arrangement is established.

CONTRACTOR shall assist new lenders joining the CTF network with the IBank certification process.

Deliverables:

- Lender Matching Summary
- Phase 2 Tech Review recommendation, when applicable

Deliverable Timeline:

- Lender outreach shall begin within ten (10) business days after an applicant is determined to be financing-ready
- All out-of-scope services or contracting arrangements shall be disclosed to DISTRICT in writing within five (5) business days after the applicable loan closing or arrangement is established.

Task 5 - Program Development and Strategic Support

Throughout the term of the Contract, CONTRACTOR shall maintain regular engagement with existing lenders participating in the CTF Program and recruit and engage additional lenders, with particular emphasis on Community Development Financial Institutions (CDFIs), mission-driven lenders, family offices, philanthropic lenders, and other financial institutions capable of supporting minority-owned businesses, environmental justice communities, and financing transactions of less than one million dollars (\$1,000,000).

CONTRACTOR shall document lender outreach activities, referral partnerships, prospective and participating lender engagement and other network development efforts. CONTRACTOR shall include DISTRICT in, or within five (5) business days inform DISTRICT of, key communications relating to lender onboarding, formal partnerships, program requirements, potential financing transactions, and significant barriers to lender participation.

On a quarterly basis, CONTRACTOR shall submit a written Program Development Report summarizing lender network growth, partnership activities, referrals generated, barriers to financing, recommendations for improving program implementation, and other strategic recommendations requested by DISTRICT to strengthen lender participation and expand access to capital.

All records, reports, lender engagement information, referral information, and other materials created or maintained by CONTRACTOR specifically for the CTF Program shall be the property of the DISTRICT. CONTRACTOR shall provide such records to DISTRICT upon request and shall transfer all records in a DISTRICT specified electronic format upon expiration or termination of this Contract. This requirement does not include CONTRACTOR's pre-existing materials, proprietary systems, or information unrelated to the CTF Program.

Deliverables:

- Quarterly Program Development Report
- Transfer of CTF Program lender outreach, partnership, and referral records to DISTRICT upon request and at the conclusion of the Contract

ATTACHMENT B

COST SCHEDULE

DISTRICT shall pay CONTRACTOR in accordance to the table below to provide the consulting services outlined in Attachment A, Scope of Work. CONTRACTOR shall invoice DISTRICT monthly. Payment will be made within thirty (30) calendar days after DISTRICT's receipt and approval of CONTRACTOR's invoice.

Table 1

Rate Cycle	Dates	Monthly Rate
1	October 1, 2026 – September 30, 2027	\$9000.00
2	October 1, 2027 – September 30, 2028	\$9000.00 + Annual CPI-U*
3	October 1 2028 - September 30, 2029	Monthly Rate Cycle 2 + Annual CPI-U*

*CONTRACTOR shall notify and provide DISTRICT with an updated rate table in writing no later than thirty (90) calendar days before the new rates taking effect. The updated monthly rate increase shall not exceed the reported annual CPI-U or 5%, whichever value is less.

Total cost of Contract not to exceed \$341,000.

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: September 2, 2026

Re: Authorization to Purchase Equipment to Support the Bay Area Regional
Evaluation of Air Toxics and Health Effects Program

RECOMMENDED ACTION

Authorize the Executive Officer/APCO to execute contracts to procure instrumentation to measure air toxics as part of the Bay Area Regional Evaluation of Air Toxics and Health Effects program in an amount not to exceed \$3,150,000; and transfer funds from the Air Toxic Study Designated Reserves for these expenditures.

BACKGROUND

In February 2026, Air District staff presented information about the Bay Area Regional Evaluation of Air Toxics and Health Effects, or BREATHE, program to the Community Equity, Health, and Justice Committee, followed by an update on BREATHE at the Board of Directors meeting in July 2026.

The BREATHE program is intended to provide a coordinated framework for evaluating air toxics exposure and associated health risks across the Bay Area. The program will integrate continuous air toxics monitoring, emissions inventory development, air quality modeling, and a health risk assessment, serving as an anchor for past, present, and future Air District air toxics efforts.

BREATHE begins with continuous instrumentation at multiple Air District monitoring stations to establish a strong regional baseline, prioritizing areas with known or suspected elevated air toxics risk and leveraging existing or planned Air District monitoring infrastructure. The study is designed as a scalable platform that can be expanded over time as resources allow, including potential redeployment of instruments to additional priority communities or source-adjacent locations. By combining modern measurements with advanced modeling, BREATHE will support more refined estimates of cancer risk, chronic non-cancer risk, and cumulative impacts, helping inform future policy development and environmental justice priorities.

DISCUSSION

The study design of BREATHE includes monitoring air toxics, including benzene, carbonyls, and other volatile organic compounds (VOCs), metals, diesel particulate matter (PM), and other risk drivers continuously and in real or near-real time. Instruments will have high time resolution, providing measurements every hour or less, and the capability to measure very low concentrations of all relevant air toxic pollutants. Continuous measurements are critical to capture episodic peaks missed by traditional sampling and analysis methods. Furthermore, coupled with meteorological data, such as wind speed and direction, continuous data can be used for source attribution and a more refined characterization of air toxics exposure.

Air District staff have identified instrumentation that meets the monitoring goals of BREATHE and that we have experience operating, including the Syft Tracer i3 to measure air toxic VOCs, Sailbri Cooper XACT 625i to measure toxic metals in PM, and the Magee Scientific AE33 Aethalometer to measure black carbon (BC), a proxy for diesel PM.

The Syft Tracer i3 uses soft ionization mass spectrometry to quickly and accurately measure the concentration of a broad and selectable range of toxic organic pollutants, providing simultaneous part-per-trillion concentration measurements every 2-3 minutes. The Air District has purchased similar Syft mass spectrometers for Air District Refinery Community Air Monitoring stations. The purchase of up to five (5) Tracer i3 units will cost up to \$2,110,000. Drawing air through a specialized filter tape, Sailbri Cooper's XACT 625i uses x-ray fluorescence to measure low concentrations of metals in particles as fast as every 15 minutes. The purchase of up to five (5) XACT 625i units will cost up to \$840,000. Magee Scientific AE33 aethalometers also draw air through filter tape to collect particles and measure the attenuation of multiple wavelengths of light to determine the concentration of BC, which can be used as a proxy for diesel PM, reporting concentrations every minute. The Air District operates similar aethalometers at many air monitoring stations. Up to five (5) aethalometers to support the BREATHE program will cost up to \$200,000.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding of \$4,000,000 was included for the BREATHE program in the Air Toxic Study Designated Reserves of the Fiscal Year Ending 2027 Budget. If approved, up to \$3,150,000 would be transferred to Program 810, Air Monitoring Projects & Technology, in the Meteorology & Measurement Division for procurement (see Table 1).

Table1: Proposed Capital Equipment for BREATHE

Description	Qty	Major Objects	Procurement Method	Unit Cost (Up To)	Total Estimated Expenditures
Syft Tracer i3 Mass Spectrometer	Up to 5	Capital Equipment	Sole Source	Up to \$422,000	Up to \$2,110,000
XACT 625i Multi-Metal Monitor	Up to 5	Capital Equipment	Sole Source	Up to \$170,000	Up to \$840,000
AE33 Aethalometer	Up to 5	Capital Equipment	Sole Source	Up to \$40,000	Up to \$200,000
				Total	Up to \$3,150,000

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Jon Bower
Reviewed by: Kate Hoag and Andrea Polidori

ATTACHMENT(S):

1. Syft Sales Quote
2. Cooper Environmental Sales Quote
3. STI Sales Quote

Sales Quotation



Syft Technologies Inc.
675 N. Euclid Street
Anaheim
Anaheim, 92801
CA

Quote #: Q-0BAAD714-i3
Created Date: 11/08/2026
Expiration Date: 11/09/2026

Prepared By

Akeema Onalaja
Business Development Manager
434-323-0219
akeema.onalaja@syft.com

Prepared For

Bay Area Air District
Jon Bower
415-749-8636
jbower@baaqmd.gov

Ship and Bill To:

Bay Area Air District
San Pablo,

Part#	Description	Unit Price	Qty	Discount	Extended
T0201	Syft Tracer i3	\$350,000	5		\$1,750,000
T0087	Carrier Gas - N2	\$0	5	Included	
T0221	Installation Kit - Tracer i3	\$5,134	5	Included	
T0209	Auto Validation Inlet (AVI)	\$14,424	5	Included	
T0255	Syft Standard Cylinder i3 – High Pressure	\$2,960	5	Included	
T0216	LabSyft 2 – Professional	\$12,176	5	Included	
S0002	Installation and Commissioning	\$10,350	5	Included	
T0305	US Power Management Kit for 120V/20A.	\$6,863	5		\$34,315
T0300	Syft Gas Delivery System - BASIS	\$8,388	5		\$41,940
T0296	Syft Gas Delivery System - +1 Additional BASIS Port	\$1,980	10		\$19,800
T0290	Internal Flow Past Upgrade	\$9,650	5		\$48,250
T0035	PC NUC	\$3,860	5	Included	
S0005	All Inclusive Service Support	\$35,000	5		\$175,000
T0278	SyftEnviro	\$7,691	5		\$38,455

Tax: TBD

Freight: TBD

Total in USD \$2,107,760

This Quotation is valid until 11/09/2026

The agreed shipping term for this quote is ExWorks

As per Syft Terms and Conditions

The Payment term proposed in this quote is NET 30D

Formation of a Contract

This Quotation
must be read and
construed with
the attached Syft
On receipt of a
formal company

[Link to Terms & Conditions](#)



QUOTATION
 Created Date 8/18/2026
 Quote Name BAAQMD2026081101_V2
 Expiration Date 6/1/2027
 Lead Time 12 to 16 weeks
 Prepared By Yuxuan Li

Quote Prepared For

Account Name	Bay Area Air Quality Management District	Contact Name	Jon Bower
Quote To	375 Beale Street Suite 600 San Francisco, CA 94105 United States	Phone	415-749-8636
		Email	jbower@baaqmd.gov
End User	BREATHE Study		

Item No.	Product	Item Note	Product Code	Sales Price	Discount (Percentage)	Quantity	Total Price	Taxable
1	Xact 625i Ambient Metals Monitoring System		626-00000-00	\$148,000.00	10.00%	5.00	\$666,000.00	Y
2	XRF Standards (Standard Set of 44 Elements)		STD-SET44-R	\$17,000.00	10.00%	1.00	\$15,300.00	Y
3	XRF Check Standards (Set of 5 Elements)			\$1,945.00	10.00%	5.00	\$8,752.50	Y
4	Filter Tape, 40m	~1 years supply @ 60 min sampling	P352-0004	\$600.00	10.00%	72.00	\$38,880.00	Y
5	PM 10 Inlet		P001-0003	\$1,790.00	10.00%	5.00	\$8,055.00	Y
6	PM 2.5 Inlet	Requires PM10 as well	P001-0001	\$2,700.00	10.00%	5.00	\$12,150.00	Y
7	Roof-pass Through Kit w/ 8 Ft DT	Shorter downtube (DT) available by request	626-80029-00	\$1,650.00	10.00%	5.00	\$7,425.00	Y
8	Standard Shipping Crate		P888-0066	\$950.00		5.00	\$4,750.00	Y
9	Shipping	Estimated Freight Cost	SHIPPING	\$1,000.00		5.00	\$5,000.00	

Note Total amount does not include optional items.

TOTAL (USD) \$766,312.50

Tax Rate 8.62%

Tax \$65,663.20

GRAND TOTAL (USD) \$831,975.70

Payment Terms:

50% Down Payment (Following Receipt of PO)	\$415,987.85
50% Prior to Shipment	\$415,987.85

Terms and Conditions

EXW Portland, OR.
 Standard 1 year Warranty covers all parts except X-ray Tube. Extended warranty also excludes X-ray Tube.
 1-year X-ray Tube Warranty: Full warranty during first 3 months. During remaining 9 months, prorated warranty applies as per supplier terms.
 Note that in many countries outside the US, a power conditioner may be required.
 System requires a climate controlled environment
Purchase Order and Payment must be made to Sailbri Cooper Inc.

COOPER ENVIRONMENTAL
 A Division of Sailbri Cooper Inc
 10300 SW Nimbus Ave., Suite P-B Tigard, OR 97223 U.S.A
 Phone (503) 670-8127 Fax (503) 624-2120
 www.sci-monitoring.com



<u>QUOTATION</u>	
Created Date	8/18/2026
Quote Name	BAAQMD2026081101_V2
Expiration Date	6/1/2027
Lead Time	12 to 16 weeks
Prepared By	Yuxuan Li

Does not include duties or taxes.

A 1.5% finance charge is automatically applied to the contract balance once it becomes 30 days or more delinquent.

A 3.5% Charge will be added to all Credit Card payments.

Sonoma Technology, Inc.

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

Quote

BAAQMD - 5xAE33_2608S.632

Bill To
Bay Area AQMD

375 Beale Street, Suite 600
San Francisco, California 94105

Ship To
Bay Area AQMD

ATTN: Jon Bower
375 Beale Street, Suite 600
San Francisco, California 94105

Quote Date : 11 Aug 2026

Sales person : Dan Ruth

#	Item & Description	Qty	Rate	Amount
1	Aethalometer AE33 (AE-33) Package includes: Aethalometer AE33, one roll filter tape and one cartridge filter installed in instrument, static-dissipative sample tubing (3 m), insect and water trap, flow and leak-test calibration pad, power supply cable, basic fittings set, null modem serial cable, USB stick with operating manual and quick start guide.	5.00	32,930.00	164,650.00
2	PM2.5 inlet (AS-0031) Sharp-Cut Cyclone Inlet, 2.5 µm cut at 5 LPM flowrate (M4110-A) (includes connection fitting)	5.00	2,625.50	13,127.50
3	Cartridge Filter (MC-0049) Cartridge Filter for Aethalometers and TCA08 (M8072)	5.00	61.19	305.95
4	Filter tape, 10m (AS-0030) Filter Tape Roll for Aethalometer modesl AE33, AE43, AE36, and AE36s, 10 m (M8060-A)	10.00	300.38	3,003.80
Sub Total				181,087.25
San Francisco, CA 94105 tax (8.625%)				15,618.78
Shipping charge				1,200.00
Total				\$197,906.03

Terms & Conditions

Shipping Method: FedEx Ground | Shipping Date: 2 - 4 Weeks ARO

PAYMENT TERMS: Net 90 days

VALIDITY: This quotation is valid for 30 days.

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

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

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



products except consumables are warrantied for 90 days.

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

PAYMENT OPTIONS:

PAYMENT via ACH:

Bank Name: JPMorgan Chase New York, NY 10017

Bank Routing Number: 044000037

Account Number: 835975969

Account Name: Sonoma Technology - Operating Account

PAYMENT via Check:

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

Sonoma Technology, Inc.

1450 N. McDowell Blvd., Suite 200

Petaluma, CA 94954

PAYMENT via Credit Card:

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

BOARD MEETING DATE: September 2, 2026

REPORT: Stationary Source Committee

SYNOPSIS: The Stationary Source Committee (Committee) held a meeting on Wednesday, July 8, 2026. The following is a summary of the meeting.

RECOMMENDED ACTION:

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

Ken Carlson, Chair
Stationary Source Committee

KC:mh

Stationary Source Committee (Committee) Chairperson, Ken Carlson, called the meeting to order at 10:01 a.m.

Roll Call:

Present, In-Person (Bay Area Metro Center, 1st Floor Board Room, 375 Beale Street, San Francisco, CA 94105): Chairperson Ken Carlson; Vice Chairperson John Gioia; and Director Tyrone Jue.

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 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): Director Lynda Hopkins.

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

Present, In-Person Satellite Location: (Pittsburg City Hall, 65 Civic Ave., Room, 301A, Pittsburg, CA 94565): Director Dionne Adams.

Present, In-Person Satellite Location: (Office of Alameda County Supervisor David Haubert, Scott Haggerty House, 4501 Pleasanton Ave., Pleasanton, CA 94566): Director David Haubert.

Absent: Directors Otto Lee and Ray Mueller.

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 JUNE 10, 2026

Public Comments

No requests received.

Committee Comments

None.

Committee Action

Vice Chair Gioia made a motion, seconded by Director Jue, to **approve** the Draft Minutes of the Stationary Source Committee meeting of June 10, 2026; and the motion **carried** by the following vote of the Committee:

AYES:	Adams, Carlson, Gioia, Haubert, Hopkins, Jue, Medina, Quinto, Young.
NOES:	None.
ABSTAIN:	None.
ABSENT:	Lee, Mueller.

ACTION ITEM

4. POLICY FOR SOCIOECONOMIC IMPACT ANALYSIS OF REGULATORY ACTIONS

Leonid Bak, Economist, gave the staff presentation *Policy for Socioeconomic Impact Analysis of Regulatory Actions*, including: recommended actions; purpose of the policy; what is a socioeconomic analysis; key policy elements; required socioeconomic analysis contents; enhanced socioeconomic analysis; summary of comments received; response to public comments; and recommended action.

Public Comments

Public comments were given by Tim Sbranti, Contra Costa Building & Construction Trades Council; Matt Regan, Public Policy for the Bay Area Council; Fernando Gaytan, Earthjustice; Jan Warren, Interfaith Climate Action Network of Contra Costa County; Meg Stern, East Bay Leadership Council; Tony Sirna, Evergreen Action; and Maureen Brennan, Rodeo resident.

Committee Comments

The Committee and staff discussed how the enhanced analysis framework of Rule 6-5 would be applied to rules with localized health impacts, including quantifying health benefits by race, ethnicity, geography, and other demographic factors alongside economic impacts; how unfunded mandates would be addressed under the proposed socioeconomic analysis framework and the associated cost analysis; consideration of existing regulatory burdens and baseline costs, and the balance between the depth and timelines of socioeconomic analyses;

how the proposed policy would apply to future regulatory actions; how the enhanced analysis framework would expand existing economic analyses, including the addition of demographic impact assessments; the proposed cost and benefit framework, and the importance of considering health, climate and equity benefits alongside employment impacts; economic opportunities for affected communities; evaluation of socioeconomic impacts by business type and size, including impacts on small businesses and the comparison of the proposed policy with the Air District's current socioeconomic analysis practices; employment impacts in the enhanced analysis framework, including evaluation of demographic impacts by race and ethnicity; the request to obtain employment data directly from regulated businesses to support socioeconomic analyses; broader economic impacts of business departures, including job losses, tax base reductions, increased demand for social services, and the need to capture these factors in socioeconomic analyses; the potential economic impacts of proposed regulation, including the importance of evaluating the costs associated with significant regulatory measures; the transparency of regulatory cost estimates; whether the methodologies and calculations supporting projected costs would be made available for peer review and independent evaluation by stakeholders; facilities that are not subject to Rule 6-5; factors that may influence business decisions and whether regulatory requirements may be one of several considerations; whether the Air District conducts retrospective analyses to compare projected regulatory impacts with actual outcomes in order to evaluate the accuracy of assumptions and improve future projections; the importance of expanding public awareness and participation in the Air District's regulatory process; the value of receiving input from a broad range of community members, in addition to organized stakeholders and industry representatives; acknowledgment of staff's work in developing the proposal and collaborating with stakeholders; incorporating enhanced analysis requirements into the regulatory process and whether such analyses could affect rulemaking timelines; whether additional analysis requirements would extend existing timelines; the importance of ensuring that localized community impacts are adequately considered in broader socioeconomic analyses; how the Air District's analysis process would account for specific local impacts and avoid having those impacts minimized or obscured when evaluating broader economic effects; the challenge of distinguishing the impacts of specific regulations from broader economic conditions and state policies; the importance of considering cumulative factors, including market trends and policy changes, when evaluating the effects of regulations and determining the extent to which impacts can be attributed to individual regulatory actions; the role of broader state, federal and market factors in facility decisions and whether changes in feedstocks are refinery operations may be influenced by factors beyond local regulations; the importance of establishing a comprehensive baseline for analysis, including consideration of existing regulatory requirements and potential compliance costs; how the future of unrealized compliance costs from existing regulations would be accounted for in the baseline assessment; how pending permit applications and ongoing compliance efforts may be considered when evaluating the economic impacts of proposed regulations; factors that may contribute to business relocations and the economic impacts of manufacturing and refinery closures; and whether analyses have been conducted to evaluate the reasons for these relocations; the challenges of attributing business decisions to specific regulatory actions, and the fact that such decisions are often influenced by multiple factors; the importance of evaluating the costs of the Air District's regulations while recognizing the broader economic and policy context and balancing regulatory costs with anticipated public health benefits; the value of the proposed policy and the information it would provide to support informed decision-making; and appreciation for staff's work and collaboration with community partners throughout the process.

Committee Action

Vice Chair Gioia made a motion, seconded by Director Jue, to recommend the Board of Directors **adopt** a policy on how the Air District will conduct socioeconomic impact analyses for regulatory actions; and the motion **carried** by the following vote of the Committee:

AYES:	Adams, Carlson, Gioia, Haubert, Hopkins, Jue, Medina, Quinto, Young.
NOES:	None.
ABSTAIN:	None.
ABSENT:	Lee, Mueller.

INFORMATIONAL ITEM

5. **UPDATE ON RULE DEVELOPMENT TO MODERNIZE THE AIR DISTRICT'S REFINERY FENCELINE AIR MONITORING AND EMISSIONS TRACKING PROGRAMS**

Joe Lapka, Principal Air Quality Specialist, gave the staff presentation *Update on Rule Development to Modernize the Air District's Refinery Fenceline Air Monitoring and Emissions Tracking Programs*, including: outline; abbreviations, Air District Regulation 12, Rule 15; motivation for considering changes to Rule 12-15; potential rulemaking actions to replace Rule 12-15; rule development timeline & opportunities for stakeholder engagement; concept paper for public review and comment; themes in public comments about fenceline air monitoring rule development; key issues raised in public comments about fenceline air monitoring rule development; summary of public comments regarding emissions inventory rule development; summary of public comments regarding potential crude slate reporting rule development; and next steps.

Public Comments

Public comments were given by Colleen Fitzgerald, Earthjustice; Marilyn Bardet, Benicia Community Air Monitoring Program; Kathy Kerridge, Benicia Community Air Monitoring Program; Erika Siao, Communities for a Better Environment (CBE); Jan Warren, Interfaith Climate Action Network of Contra Costa County; Jubilee Martinez Brumbaugh, CBE; Kaitlin Alcontin, CBE; Maureen Brennan, Rodeo resident; Sukie Kevane, CBE; and Kerry Guerrin, San Pablo Community Emissions Reduction Plan Community Steering Committee.

Committee Comments

The Committee and staff discussed the importance of reporting continued progress on the issue to the Committee; the value of discussing the issue at community meetings, due to strong public interest, particularly among communities near refineries; the installation of new air filtration systems in elementary schools, including those in Richmond and San Pablo; and recognizing the Air District's investment in improving student health protection.

Committee Action

No action taken.

OTHER BUSINESS

6. PUBLIC COMMENT ON NON-AGENDA MATTERS

Public comments were given by Colleen Fitzgerald, Earthjustice; Imari “Mars” Keith, Sierra Club; Khalil Mitchell, San Francisco resident; Ashia Ajani, Sierra Club; Clara Weinstein, West Oakland Environmental Indicators Project; Kat Selm, Coalition of Environmental Justice and Public Health Organizations; Kaitlin Alcontin, CBE; Marilyn Bardet, Benicia Community Air Monitoring Program; and Kathy Kerridge, Benicia Community Air Monitoring Program.

7. COMMITTEE MEMBER COMMENTS

Vice Chair Gioia asked about the anticipated timeline for presenting the indirect source rule to the full Board.

8. TIME AND PLACE OF NEXT MEETING

Wednesday, September 9, 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.

Adjournment

The meeting was adjourned at 12:22 p.m.

Attachments

#3 – Approval of the Draft Minutes of the Stationary Source Committee Meeting of June 10, 2026

#4 – Policy for Socioeconomic Impact Analysis of Regulatory Actions

#5 – Update on Rule Development to Modernize the Air District’s Refinery Fenceline Air Monitoring And Emissions Tracking Programs

BOARD MEETING DATE: September 2, 2026

REPORT: Community Equity, Health, and Justice Committee

SYNOPSIS: The Community Equity, Health, and Justice Committee (Committee) held a meeting on Wednesday, July 8, 2026. The following is a summary of the meeting.

RECOMMENDED ACTION:

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

John Gioia, Chair
Community Equity, Health, and Justice Committee

JG:mh

Community Equity, Health, and Justice Committee (Committee) Chairperson, John Gioia, called the meeting to order at 1:00 p.m.

Roll Call:

Present, In-Person (Bay Area Metro Center, 375 Beale Street, 1st Floor, Board Room, San Francisco, CA, 94105): Chairperson Gioia; Director Monica Brown and Shamann Walton.

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

Present, In-Person Satellite Location: (Pittsburg City Hall, 65 Civic Ave., Room, 301A, Pittsburg, CA 94565): Vice Chairperson Dionne Adams.

Present, In-Person Satellite Location: Napa County Administration Building, 1195 Third Street, Suite 310, Crystal Conference Room, Napa, CA 94559): Director Joelle Gallagher.

Absent: Director Linda Sell.

For additional details of the Community Equity, Health, and Justice Committee Meeting, please refer to the webcast, which can be found [here](#). Please use the webcast's index to view specific agenda items.

CONSENT CALENDAR

3. **APPROVAL OF THE DRAFT MINUTES OF THE COMMUNITY EQUITY, HEALTH, AND JUSTICE COMMITTEE MEETING OF MAY 13, 2026**

Public Comments

No requests received.

Committee Comments

None.

Committee Action

Director Walton made a motion, seconded by Director Brown, to **approve** the Draft Minutes of the Community Equity, Health, and Justice Committee Meeting of May 13, 2026; and the motion **carried** by the following vote of the Committee:

AYES: Brown, Gioia, Gallagher, Walton, Young.

NOES: None.

ABSTAIN: None.

ABSENT: Adams, Sell.

INFORMATIONAL ITEM

4. **LOCAL COMMUNITY BENEFITS FUND – ROUND 1 BENICIA CATALYST GRANT APPLICATIONS**

Emi Wang, Community Investments Officer, gave the staff presentation *Local Community Benefits Fund: Benicia Catalyst Grant Awards*, including: recommended action; outline; program goals; core strategies; Benicia and surrounding communities: available funding; grant awards; Catalyst Grant; applications received; review timeline; application review process; community and technical reviewers; application scoring; scoring rubric; eligible applications; Benicia Unified School District (BUSD); City of Benicia; application submissions: strengths and weaknesses; considerations for award; proposed next steps; and recommended action.

Public Comments

Public comments were given by City Manager Mario Guiliani, City of Benicia; Hon. Councilmember Terry Scott, City of Benicia; Richard Fleming, Benicia resident; Pat Toth-Smith, Benicia resident; Kathy Kerrdige, Benicia resident; Stephen Golub, Benicia resident; Terry Mollica, Benicia resident; and Betty Lucas, Benicia resident.

Committee Comments

NOTED PRESENT: Director Adams was noted present at 1:28 p.m.

The Committee and staff discussed: the anticipated \$40M in Catalyst Grant funding and whether awards could be distributed among multiple applicants; the timing of the full recommendation; whether other grant applications would receive a similar review process; concerns about duplicate funding, fiscal impacts, and reviewer bias awareness training; concerns that the City has a greater financial stake, as it would lose property tax revenue; and is in greater need of funding; the belief that there is a lack of transparency regarding the composition of the application review panel; eligibility for the Opportunity Grant and whether it is more geographically broad than the Catalyst Grant; the number of Catalyst grant applications submitted for the Richmond area thus far; concerns regarding whether Board members should weigh in on applications prior to the Board considering a formal staff recommendation; whether contractor costs are eligible costs for applicants to consider; a budget discrepancy in the School District application and requested clarification on the belief that there are strong differences between the School District and City applications; project timeline risks and additional information on the City of Benicia's implementation capacity and partnerships; the scoring differences between comparable City and School District projects and evaluation criteria; the strengths of the applications, including documented public health needs and organizational capacity; whether there were discrepancies in the Local Community Benefits Fund – Round 1 Benicia Catalyst Grant Applications staff memo, regarding project costs; scoring gap between the School District and City of Benicia applications and categories contributing to the difference; the suggestion of incorporating a buffer into the five-year project timeline; potential constraints on the City of Benicia's capacity as an applicant, and potential collaboration efforts; the belief that nonprofit organizations were discouraged from applying due to limited administrative capacity and the significant bureaucratic burden associated with the application process; the importance of considering community needs and the roles of the City, nonprofits, and School District in delivering projects, while evaluating which entities are best positioned to serve residents; concerns about rating differences between the City and the School District applications, similarities in project goals; clarification on the scoring factors that led to the disparity; concerns about inconsistencies (noted differences in the level of discussion and timing for recommendations) in this review process compared to other existing Air District grant programs; whether the allocated grant monies already available to the Air District meant that the funds were already in the bank; whether existing Chevron settlement mitigation funds were secured and should be considered available funding; process of application evaluation should remain with the Air District team; importance of maintaining an appropriate role in grant scoring, the review process, and the importance of supporting the City Benicia through the funding process, including consideration of job impacts and workforce opportunities; whether grant funds could be used for consultant support and clarified the role of consultants in project implementation; the importance of ensuring grant funds support intended outcomes, including workforce impacts, City financial stability, and proper use of awarded funds; concerns regarding the potential misuse of grant funds; weaknesses noted in the City's application; and whether the alignment of public and anonymous scores was an expectation.

Committee Action

No action taken.

OTHER BUSINESS

5. PUBLIC COMMENT ON NON-AGENDA MATTERS

Public comments were given by Kaitlin Alcontin, Communities for a Better Environment.

6. COMMITTEE MEMBER COMMENTS

Director Adams thanked Air District staff that have been working on the Bay Reinvesting Penalties for Air Improvement and Resilience (REPAIR) Program, including the Local Community Benefits Fund.

7. REPORT OF THE DEPUTY EXECUTIVE OFFICER OF EQUITY AND COMMUNITY PROGRAMS

Arsenio Mataka, Deputy Executive Officer of Equity and Community Programs, reported that, on June 29, 2026, The “Right to Breathe: East Oakland Community Air Quality Justice Plan,” which was adopted by the Board on April 1, 2026, received final approval from the California Air Resources Board.

8. TIME AND PLACE OF NEXT MEETING

Wednesday, September 9, 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 Community Equity, Health, and Justice Committee and the public may attend at any of those in-person locations, and members of the public may also attend virtually via webcast.

Adjournment

The meeting was adjourned at 2:23 p.m.

Attachments

#3 – Approval Of The Draft Minutes of the Community Equity, Health, And Justice Committee Meeting of May 13, 2026

#4 – Local Community Benefits Fund – Round 1 Benicia Catalyst Grant Applications

BOARD MEETING DATE: September 2, 2026

REPORT: Community Advisory Council

SYNOPSIS: The Community Advisory Council (Council) held a meeting on Thursday, July 16, 2026. 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.

William Goodwin, Co-Chair
Patrick Messac, Co-Chair
Latasha Washington, Co-Chair
Community Advisory Council

WG/PM/LW:mh

The meeting Facilitator, Randolph Belle of Randolph Belle, Artist (RBA) Creative, called the Community Advisory Council in-person meeting to order at 6:03 p.m.

Roll Call:

Present, In Person: (Bay Area Metro Center, 375 Beale Street, Yerba Buena Room, San Francisco, CA, 94105): Co-Chairpersons Latasha Washington and Patrick Messac; and Council Members Sejal Babaria, Ms. Margaret Gordon, Arieann Harrison, Cynthia Prieto-Diaz, Saidy Reyes Mazariegos, Kevin G. Ruano Hernandez, Jeff Sanchez, Ken Szutu, and Azjargal Tsogtsaikhan.

Participated Remotely, via Zoom via Section 54953.8.3 of the Ralph M. Brown Act Open Meeting Act (Cal. Gov't Code § 54953.8.3). Remote presence does not count for quorum, but votes are counted for all action items): Co-Chairperson William Goodwin; and Council Member Dominique Brooks and Harsheet Subedi.

Absent: Council Members Adriana Fernandez-Arriaga, Dominick Ramirez, Violet Saena.

For additional details of the Community Advisory Council Meeting, please refer to the webcast, which can be found [here](#). Please use the webcast's index to view specific agenda items.

1. PUBLIC COMMENT ON NON-AGENDA MATTERS

Public comments were given by Colleen Fitzgerald, Earthjustice; Diana Curiel, Oakland resident; Soliana Samson, Sierra Club; and Ryan Backus, Earthjustice.

CONSENT CALENDAR

2. **REPORT OF THE EXECUTIVE OFFICER/AIR POLLUTION CONTROL**

Arsenio Mataka, Deputy Executive Officer of Equity & Community Programs, announced the following:

- Through the Bay REPAIR program (Reinvesting Penalties for Air Improvement and Resilience), applications for Round 1 of the Local Community Benefits Fund closed on May 9, 2026. Round 1 will distribute funds in Benicia, Richmond, and surrounding communities.
- On June 29, 2026, The “Right to Breathe: East Oakland Community Air Quality Justice Plan,” which was adopted by the Board on April 1, 2026, received final approval from the California Air Resources Board.
- \$150M was recently allocated to the California Air Protection Program (Assembly Bill (AB) 617) from California’s General Fund. Historical AB 617 funding allocations, from inception through recent fiscal years, relied primarily on the Greenhouse Gas Reduction Fund.

Public Comments

No requests received.

Council Comments

The Council and staff discussed claims that the Board’s Stationary Source Committee delayed the Air District’s Indirect Source Rule community workshops until a staff recommendation could be presented to the full Board; the Council’s desire for status updates on the Air District’s fugitive dust studies and Indirect Source Rule rulemaking; and appreciation for the Air District staff who advocated for the additional \$150M recently allocated to AB 617 from California’s General Fund.

3. **APPROVAL OF THE DRAFT MINUTES OF THE COMMUNITY ADVISORY COUNCIL MEETING OF MAY 21, 2026**

Public Comments

No requests received.

Council Comments

None.

Council Action

Council Member Ruano Hernandez made a motion, seconded by Council Member Reyes Mazariegos, to **approve** the Draft Minutes of the Community Advisory Council Meeting of May 21, 2026; and the motion **carried** by the following vote of the Council:

AYES: Babaria, Brooks, Goodwin, Gordon, Harrison, Messac, Reyes Mazariegos, Prieto-Diaz, Ruano Hernandez, Saena, Sanchez, Szutu, Tsogtsaikhan, Washington.
NOES: None.
ABSTAIN: None.
ABSENT: Fernandez-Arriaga, Ramirez, Subedi.

DISCUSSION ITEMS

4. AIR QUALITY COMPLAINT PROGRAM OVERVIEW AND DATA UPDATE

Almira Van, Supervising Air Quality Specialist, gave the staff presentation *Air Quality Complaint Program Overview and Data Update*, including: recommended action; outline; Air Quality Complaint Program goals and objectives; Air Quality Complaint Program; how to report an air quality complaint; complaint response time goals; complaint response and investigation; investigation at potential source of emissions; investigation findings and enforcement actions; factors that influence response and investigation; how communities can help; complaint data analysis; complaints by type; cities with the most complaints; emissions present and traceable to source; factors that influence response and investigations; complaints by month and season (2023-2025); complaint reporting trends 2023-2025; complaint response time 2023-2025; complaint response time goals 2023-2025; Complaints Resulting in Enforcement Action (2023 – 2025); Complaint Summary Across Nine Counties (2023 – 2025); Complaint Summary – Assembly Bill (AB) 617 Communities (2023 – 2025); Strategic Plan goals and upcoming complaint workplan; Council's ideas for improving the Complaint Program; Open Air – expanding public access to data and community-informed design; ideas to improve the Complaint Program; tentative timeline; and questions and discussion.

Public Comments

No requests received.

Council Comments

The Council and staff discussed tangible tools and resources that are used in the field by Air District inspectors; whether the Air District monitors whether the number of complaints related to an incident declines after enforcement actions are implemented; what happens if a permitted facility continues to be issued Notices of Violations (NOVs) or has a single ongoing violation; a request for an example of a case in which the Air District obtained a court injunction requiring a permitted facility in violation of air quality regulations to cease operations; whether there is there a maximum number of violations/fines before the Air District seeks an injunction requiring a permitted facility in violation of air quality regulations to cease operations; the number of complaints or violations that it took for the Air District to seek an injunction to shut down Green Sage's diesel generators for ongoing violations at their Oakland Tinnery and Oakland Cannery facilities in 2022; the Compliance and Enforcement Division's response time goals (during regular business hours) and how 30 minutes was determined; whether the Air District plans to hire additional inspectors, how the Council can advocate for the hiring of additional inspectors, and what funding would be used for adding new positions; the suggestion of addressing the accessibility of unsourced emissions, giving members of impacted communities the opportunities to identify and learn about those sources; concerns

regarding discrepancies in the number of complaints submitted in 2024; whether improvements need to be made to the ways in which the Air District enforces its woodsmoke rules; the definition of “traceable to a source”; the number of NOVs from 2024 that are currently associated with financial penalties; the difficulty in maintaining community trust and engagement in the process when there is a perception that polluters are not being held accountable for violations; the Council’s desire for action resulting from violations; which months result in the most odor, dust, and asbestos complaints; which sources are the Air District’s top polluters emitting; whether odors and unsourced complaints are related (what is the breakdown); whether odors are related to health impacts; the manner in which odor complaints are processed; whether a satisfaction survey (to complainants) is going to be implemented; the concern that, although 25 inspectors were deployed to investigate Crown Hill Materials, complainants claimed that they did not receive meaningful feedback regarding the findings or outcomes of those inspections; the number of current inspector vacancies, why those vacancies have not yet been filled, and the turnaround time to make the candidates offers; the consultants’ contract amounts approved by the Board, and whether those resources could instead support the hiring of additional inspectors; what it would take to increase the proportion of Notices of Violation that result in monetary penalties, given that currently fewer than 2% lead to fines; the request that Air District staff ensures that complainants receive follow-up communication regarding the status and outcomes of their concerns; whether complaints may enter their personal contact information when they register their complaints online; whether complaints that are submitted are made public; and contributing factors to the high number of complaints that do not result in Notices of Violation.

Council Actions

No action taken.

THE COUNCIL RECESSED AT 7:57 P.M, AND RESUMED AT 8:09 P.M.

5. AMENDMENTS TO THE COMMUNITY ADVISORY COUNCIL CHARTER

Council Members Kevin Ruano Hernandez and Jeff Sanchez, Co-Chairs of the Governance Ad Hoc Committee, presented the Ad Hoc Committee’s draft amendments for discussion by the Council, and the Council considered and provided direction on finalization of the draft amendments. The presentation *Amendments to the Community Advisory Council Charter* included slides entitled: recommended action; process and timeline of Charter amendments; highlights of Charter amendments; and summary table review and discussion.

Public Comments

No requests received.

Council Comments

The Council and staff discussed whether discrimination complaints are covered under the Council’s Charter, how the Air District defines “discrimination,” and which entity (Air District staff or the Board of Directors) handles discrimination complaints lodged by Council Members; the differences between *Roberts Rules of Order* and *Rosenberg’s Rules of Order*, and the request for a training for the Council on parliamentary procedure; whether the Council has ever published a biannual newsletter, per §6 of the Council’s Charter (Community

Engagement); concerns about the language in §7.6 of the Council's Charter (Meetings of CAC Members with the Air District) that states, "the CAC may designate one CAC member to participate as a non-voting CAC member in regular monthly Board meetings, *when feasible*"; the number of times that a Council Member has come before the Board of Directors to offer recommendations on behalf of the Council since the Council's inception; the request that §16 of the Council's Charter (Compensation) be revisited; the request for the Air District's Legal Division to be involved in reviewing the civil rights and discrimination language of the Council's Charter; and the public comment period and approval timeline of the Council's Charter.

Council Actions

No action taken.

OTHER BUSINESS

6. PEOPLE'S AIR GRANT UPDATE

The Council received an update about the People's Air Grant, a program developed by the Council to distribute funding from a \$3 million Community Benefit Fund. These funds are not derived from enforcement, penalty, or mitigation funds. The application period for the People's Air Grant Program opened on March 12, 2026, and closed on May 29, 2026. Grants will be awarded in Summer 2026 to support projects in impacted communities that improve air quality and reduce local air pollution disparities, equip impacted communities with tools and resources to reduce air pollution and improve public health outcomes, and support health care resources and services for people experiencing health impacts related to air pollution exposure. The maximum amount for an individual grant is \$400,000 over two years.

Co-Chairs Goodwin and Washington reported that 64 applications were submitted across the Air District's nine-county jurisdiction. They thanked the Council for their outreach efforts to their local communities. The ten-member review panel, consisting of Council Members, Air District staff, and staff from community-based organizations and partner agencies, completed the scoring of the applications. Air District staff is now compiling the results and funding recommendations, which will be considered by the Air District's Board of Directors later in the calendar year.

Public Comments

No requests received.

Council Comments

The Council and staff discussed the importance of reviewing lessons learned after the first grant cycle has been completed; the anticipated timeline regarding Board action; and the hope that these grants will have a significant long-term impact in their communities.

Council Action

No action taken.

7. ACTION PLAN AD HOC COMMITTEE UPDATE

Action Plan Ad Hoc Committee Co-Chairs, Council Members Brooks and Szutu, reported that the Action Plan Ad Hoc Committee asked the Council Members to provide their local community concerns and issues. The three general areas of feedback that the Action Plan Ad Hoc Committee hopes the Council will put time and resources towards are:

- 1) Community Response and Enforcement Accountability.
 - a. When complaints are filed, how are they resolved, and in what amount of time?
- 2) Permitting and Facility Accountability.
 - a. A Permitting Ad Hoc Committee that focuses on protecting human health, rather than speedy approval, will be created. This Permitting Ad Hoc Committee also wishes to review the performance evaluation process for the Air District's permitting staff.
 - b. A case study pool will also be created, focusing on Radius Recycling in Oakland, Hanson Aggregates Marine in San Francisco, and the planned AVAIO Perseus Data Center in Pittsburg. The participation of one Council Member, and one community member who is directly affected by the presence of each facility, who are willing to champion each case, is required. Facilities may be added to this pool, if Council Members can identify additional air-polluting facilities that they do not believe should be allowed to operate.
- 3) Community Advisory Council Capacity.
 - a. The Action Plan Ad Hoc Committee plans to create a tracking system to ensure that the Council recommendations adopted by the Board are actually implemented, and that progress is monitored and reported back to the Council. A level of Air District (subject matter) staff support and access, beyond what is currently provided to the Council, is requested for this to be successful.
 - b. The Council desires improvements to the Council meeting agenda facilitation. Consider reviewing the Council meeting agenda process to ensure that it supports effective discussion and engagement. Some Council Members may perceive the current format as highly procedural and mechanical, with timed comments limiting opportunities for dialogue.

Public Comments

No requests received.

Council Comments

The Council and staff discussed the Permitting Efficiency Taskforce that was established at the direction of the Air District's Board of Directors (to support the transparent implementation of changes to permitting processes, rules, and policies as outlined in the Air District's Strategic Plan), and whether the work of the Permitting Efficiency Taskforce would overlap with the work of the proposed Permitting Ad Hoc Committee; next steps and whether the Council would be taking action on this item on July 16, 2026; ways in which the Council Members could support these proposed efforts; and the most recent instance in which the Air District required a facility to cease operations due to compliance violations.

Council Action

No action taken.

8. COMMUNITY ADVISORY COUNCIL RETREAT PLANNING UPDATE

The Council received an update about the planning for the Council's Fall special meeting retreat from Anyania Muse, Community Advisory Council Officer, announced that the Council's upcoming retreat will take place on Thursday, October 29, 2026, in either Petaluma or Oakland. The location has not yet been confirmed.

9. COUNCIL MEMBER COMMENTS

Council Member Ms. Margaret Gordon requested an enhanced level of Air District enforcement in West Oakland, due to multiple sources of air pollution (coal terminal fugitive dust, Port of Oakland turning basins, Radius Recycling.) She also asked how the Air District plans to utilize the recommendations that are being developed by the Air District's (Technical) Advisory Council's to address cumulative impacts in permitting, new and modified facilities, and community priorities. (These draft recommendations will be brought to the Board of Directors for consideration.) She asked that this issue be agenized at a future Council meeting.

Council Member Ruano Hernandez reported that during the C&H Sugar strike in Crockett, the company rerouted raw sugar shipments to the Levin Richmond Terminal in Richmond. Video footage showed piles of raw sugar stored near industrial bulk materials like coal and petroleum coke. The Levin Richmond Terminal in Richmond will cease exporting coal at the end of 2026. He also reported that Richmond city officials and community groups have pushed for a temporary halt and policy review on new data center developments in the Bay Area, as data centers are becoming an emerging topic. He also congratulated the Marie Harrison Community Foundation for the CLEAR Bayview project (Community-Led Environmental Air Research). The project designs and implements an air monitoring study that addresses the gaps in air monitoring data.

Co-Chair Messac encouraged people to visit <https://nocoalinoakland.info> to learn about the grassroots community group's efforts to stop the transport and export of coal through a proposed West Oakland bulk terminal. Chair Messac also expressed concerns regarding the Air District's response to the Center for Biodiversity's letter that contained recommendations on how to approach data centers. Finally, Co-Chair Messac said that he has been finding it difficult to fulfill the commitments that he made upon being elected as a Council Co-Chair, due to a lack of Air District staff engagement and responsiveness to the Council's inquiries and recommendations.

Co-Chair Goodwin reported that the City of Pittsburg will host a virtual community engagement workshop via Zoom on July 30, 2026, to educate residents on local data center development procedures, address the controversial AVAIO Digital Perseus project, and answer public questions regarding environmental and neighborhood impacts.

10. TIME AND PLACE OF NEXT MEETING

Note from the Clerk: The July 16, 2026 Community Advisory Council meeting agenda contained an error in Item 11. The time for the next meeting of September 17, 2026 was erroneously listed as “9:00 a.m.” but should have been “6:00 p.m.”

Thursday, September 17, 2026, at 6:00 p.m. The meeting will be held in-person at the Bay Area Metro Center and at satellite locations as may be specified on the meeting agenda using a remote teleconferencing link. Members of the Community Advisory Council and the public may attend at any of those in-person locations, and members of the public may also attend virtually via webcast.

ADJOURNMENT

The meeting was adjourned at 9:32 p.m.

Attachments

#3– Report Of The Executive Officer/Air Pollution Control

#4 – Approval Of The Draft Minutes Of The Community Advisory Council Meeting Of May 21, 2026

#5 – Air Quality Complaint Program Overview And Data Update

#6 – Amendments To The Community Advisory Council Charter

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: September 2, 2026

Re: Policy for Socioeconomic Impact Analysis in Regulatory Development

RECOMMENDED ACTION

Adopt policy for socioeconomic impact analysis in regulatory development at the Air District.

BACKGROUND

The Bay Area Air District is responsible for creating and modifying regulations reducing air pollution from sources within the Air District's regulatory authority. California Health and Safety Code section 40728.5 requires that the Air District consider the socioeconomic impact of rules and rule amendments that will significantly affect air quality or emissions limitations and make a good faith effort to minimize adverse socioeconomic impacts.

While the Air District has always met the minimum statutory requirements for these analyses, staff has often gone beyond the minimum requirements to provide more information and context for Board consideration of policy actions. To date, this additional detailed analysis has been as the discretion of staff. The regulated community and other stakeholders have requested that the Board set a policy for greater predictability and certainty regarding how these analyses be conducted in the future.

In particular, Contra Costa Building and Construction Trades Council (CCBCTC) has asked for a formal Board policy directing Air District staff to expand the scope of socioeconomic analysis in certain situations. Based on presentations to the Stationary Source Committee and the Board of Directors in November and December 2025, and again in February 2026, staff have evaluated CCBCTC's policy proposal.

DISCUSSION

To respond to community and industry requests for formalizing details on socioeconomic impacts analyses, the proposed policy sets forth requirement for conducting these analyses for Air District regulatory actions. The proposed policy provides a structural framework for the analyses, identifying elements that must be included for all analysis and enhanced requirements for rules with a heightened potential for significant adverse socioeconomic impacts. It also sets forth methodology and acceptable data sources for use in such analyses.

A policy outline was released to the public in April 2026. Staff received comments and subsequently met with all commenters (both industry representatives and the public) to discuss and clarify comments and recommendations. At its meeting on July 8, 2026, Stationary Source Committee discussed and recommended that the Board of Directors adopt the proposed policy for socioeconomic impact analysis in Air District's regulatory development.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Enhanced socioeconomic analysis will require more time and effort from the contractors who conduct these studies. The policy is designed to control costs by ensuring enhanced analyses are focused on the most impactful rules. The adopted budget for the current fiscal year includes funding for these additional costs.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Leonid Bak
Reviewed by: Greg Nudd

ATTACHMENT(S):

1. Socioeconomic Impact Analysis Policy
2. Public Comments on the Socioeconomic Impact Analysis Policy Outline
3. Policy for Socioeconomic Impact Analysis of Regulatory Actions Presentation

Bay Area Air District Policy for Socioeconomic Impact Analyses in Regulatory Development

The Board of Directors of the Bay Area Air District considers potential socioeconomic impacts of rules and regulations it adopts in order to minimize adverse socioeconomic impacts on Bay Area residents, households, businesses (including small businesses), and workers. To assist the Board of Directors in considering such impacts, Air District staff prepare a Socioeconomic Impact Analysis report for proposed rules and regulations in accordance with the requirements of [Health & Safety Code section 40728.5](#). The Board of Directors considers these Socioeconomic Impact Analysis reports in deciding whether to adopt new or amended rules and regulations.

To address concerns regarding the need for comprehensive socioeconomic analyses of Air District rules and regulations, as well as requests from members of the public for enhanced analyses, the Board of Directors has adopted this policy to establish clear requirements for Socioeconomic Impact Analysis reports for proposed new or amended rules and regulations – including enhanced requirements for rules and regulations with a heightened potential for significant adverse socioeconomic effects. Air District staff are directed to prepare Socioeconomic Impact Analysis reports in conformance with the requirements of this policy.

Requirements for All Socioeconomic Impacts Analyses

Every Socioeconomic Impact Analysis report will include (at a minimum) the following six components, in accordance with the requirements of Health & Safety Code section 40728.5:

- 1. Need for Action** will provide a clear explanation of how a proposed regulation will address the air quality or public health issue and the applicable legal requirements. This may include achieving or maintaining air quality standards, reducing health impacts from air pollution exposure, addressing disparities in air pollution exposure, and/or reducing climate-harming air pollution.
- 2. Baseline Conditions** are defined as expected conditions in the absence of the proposed rule (“without rule” scenario). The baseline should enable comparison with proposed outcomes and reflect current economic and environmental conditions.
- 3. Affected Entities** section will identify facilities, equipment, and processes subject to the rule. It will also determine the distribution of facility sizes, small businesses

impacted and, where appropriate, the geographical distribution of affected sources in relation to overburdened communities.

4. Compliance Costs will be estimated using publicly available data, peer-reviewed methods (e.g., EPA guidelines), and validated models and datasets. All assumptions are to be transparent and well-documented, including:

- Capital and operating costs
- Downtime and engineering expenses
- Financing assumptions
- Reporting and recordkeeping costs

5. Cost-Effectiveness will be calculated in terms of cost per ton of emissions reduced (\$/ton), using established methodologies (such as CARB guidance). In addition, other regulatory approaches could be evaluated and used, if appropriate and meaningful; a justification for the selected option will be provided.

6. Economic Impact Analysis will assess broader economic impacts, including:

a) **Regional Economic Effects**, a measure of impacts to the area-wide economy, will be estimated by:

- Using input-output or established macroeconomic models, such as IMPLAN, REMI;
- Estimating impacts on employment and economic output; and
- Including indirect and induced effects.

b) **Impacts on Businesses and Workers** will be estimated by:

- Evaluating impacts on small businesses;
- Identifying any relevant and possible mitigation measures, where needed (such as financing, phased implementation); and
- Assessing potential effects on employment, wages, and income.

c) **Consumer Impacts**, if any, will be assessed by:

- Estimating impacts on household costs; and
- Evaluating effects on a range of representative households in the region.

Where data is limited such that any of the above quantitative analyses are not possible or not meaningful due to data limitations or high degrees of uncertainty, a sensitivity analysis shall be performed or qualitative estimates shall be provided. In cases where data limitations or uncertainty are so great that even sensitivity analysis or qualitative estimates are not possible, a full explanation of the reasons for any resulting gaps in the analyses shall be provided.

Enhanced Requirements for Regulatory Actions with Heightened Potential for Significant Socioeconomic Impacts

An enhanced Socioeconomic Impact Analysis of a proposed rule is required when one or more of the following conditions apply:

- Compliance costs exceed \$10 million in direct annual costs;
- The affected sector has experienced significant regulatory costs in the past 10 years;
- Significant costs are expected to fall on small businesses or the general public;
- Impacts affect a broad range of businesses; or
- The rule may significantly influence energy or housing costs.

In addition to the requirements outlined above for all socioeconomic analyses, an enhanced analysis will provide a more detailed assessment to support Board decision-making. For each county within the region, the analysis must include:

- Cumulative cost impacts from Air District rules on effected regulated entities, if these costs are not captured in the baseline;
- Impacts on households, including significant household costs and affordability-impacts by income, race, ethnicity, and gender (where data is available from the U.S. Census);
- Relationship of costs to income and housing burden;
- Differences across populations and communities; and,
- Impacts on businesses, employees, and customers.

Methods, Data Standards, and Implementation

The Air District will use the methodologies described below for estimating costs and cost-effectiveness. As improved methods and tools are developed, the Air District will evaluate and adopt them as appropriate to better measure the impacts of regulations on businesses and the public.

For *Costs and Cost Effectiveness*, CARB capital recovery factors/cost effectiveness conventions will be used as appropriate and cost per ton and incremental CE will be presented (see 2017 Carl Moyer Program Guidelines, [Appendix C: Cost-Effectiveness Calculation Methodology](#)).

For *Economic Impact Modeling*, IMPLAN/REMI or equivalent models and input-output frameworks will be used, with elasticities, market conditions, impact on market, cost pass-through assumptions, and multi-sector linkages clearly documented and presented.

For *Distributional Analysis*, *CalEnviroScreen*, *US Census data*, and other relevant and appropriate tools will be used to determine impact on any overburdened community within the scope of analysis as appropriate. Results will be reported stratified by income, race/ethnicity (using US-Census-tract-level data).

All technical documentation and data sources must be listed, accessible and clearly marked.

Public Participation and Public Input

Draft Socioeconomic Impact Analysis reports must be released sufficiently early to allow meaningful public review. Public comments on the draft report and staff's responses shall be included in the final report. Beginning in 2027, draft reports for all rules requiring an enhanced analysis must be released at least **90 days** prior to Board consideration of the regulatory action to allow adequate time for public review and comment.

Contra Costa Building and Construction Trades Council



2727 Alhambra Ave. Suite 5 Tim Sbranti Martinez, CA 94553 Executive Director
Phone (925) 228-0900

April 28, 2026

Lynda Hopkins, Chair
Members of the Board of Directors
Bay Area Air District 375
Beale street, Suite 600
San Francisco, CA 94105

Re: Comments on BAAD Draft Socioeconomic Analysis Policy Outline Enhanced Analysis Provisions

Dear Chair Hopkins and Members of the Board:

Thank you for the opportunity to comment on the Bay Area Air District's proposed Board policy governing socioeconomic analysis in air quality rulemaking. The Contra Costa Building and Construction Trades Council appreciates the District's engagement on this issue and the substantial effort reflected in the outline. These comments identify the areas where the outline aligns with our priorities and the areas where we believe additional or stronger provisions are needed before the policy is finalized.

Our overall assessment is that the outline is a solid starting point. It incorporates several of our core priorities, including the \$10 million annual cost threshold for enhanced analysis, distributional analysis by income, race/ethnicity, and geography, IMPLAN/REMI economic impact modeling, cumulative cost analysis over a 10-year lookback period, and consumer affordability metrics. We commend the District for including these provisions.

However, the outline omits or inadequately addresses several provisions that are essential to ensure the policy is followed in practice rather than treated as aspirational guidance. Our specific concerns are detailed below.

I. Areas of Alignment

A. Cost Threshold for Enhanced Analysis

The Council proposed scaling the state's \$50 million Standardized Regulatory Impact Assessment threshold to \$10 million for the Bay Area based on regional population share. The outline adopts \$10

million per year as the trigger for Enhanced Socioeconomic Analysis (Section 3), closely tracking that recommendation. The additional triggers of cost-effectiveness thresholds, cumulative industry burden, and direct consumer or small business impacts are also responsive to our concerns. We support these provisions.

B. Distributional Analysis by Income and Race/Ethnicity

Ensuring that the costs and benefits of air quality regulation are fairly distributed was our highest priority entering this process. Section 3.1 of the outline requires analysis of who bears costs and who receives benefits, broken down by sector, size class, income, race/ethnicity, and geography. It also requires comparison of average household costs with affordability metrics, including income and housing cost burden, with geographic and demographic breakdowns. These provisions are detailed and responsive to our proposal, and we strongly support their inclusion.

C. Economic Impact Modeling

Sections 2.6 and 4.2 require IMPLAN/REMI or equivalent input-output and macroeconomic modeling to estimate impacts on economic output and employment, including indirect and induced effects. This is consistent with the Council's proposal. The outline also addresses cost pass-through to consumers, impacts on small entities, and addresses employment and wage effects by sector and geography. We recognize that in order to estimate consumer and employment impacts, the District would necessarily have to consider first-round impacts on affected entities, including profits, cash flows, and investment. Nevertheless, as discussed below, we believe these elements should be made explicit.

D. Cumulative Retrospective Cost Analysis

Section 3.1 requires cumulative socioeconomic analysis of rules and amendments applied over a 10-year period, including comparison of staff cost estimates to actual industry costs where verifiable. The additional requirement to assess whether past rules accomplished their stated air quality goals is reasonable. We note, however, that the retrospective cumulative analysis must be matched by a forward-looking requirement, as discussed in Section II below.

E. Consumer Affordability Metrics

The requirement in Section 3.1 to compare average household costs with affordability metrics such as income and housing cost burdens with breakdowns by geography and race/ethnicity is more specific than what the Council's original proposal contained and represents a positive development. We support this provision.

F. Transparency and Documentation Standards

The Core Principles require peer-reviewed methods, documented assumptions and uncertainties, technical appendices, identified data sources, and responsiveness to public comment. These align with the documentation requirements in our original proposal and with the best data and methods available standard we advocated. We support their inclusion.

II. Gaps and Shortcomings Requiring Additional Provisions

A. Contractor Procurement and Independence Framework

The Council's original proposal devoted three major sections to contractor selection: conflict-of-interest disclosure, experience and qualification requirements, and schedule and budget provisions. BAAD staff acknowledged these concerns in their January comments and indicated they would be addressed in the next competitive procurement. However, the outline is silent on who performs the analysis and under

what safeguards. For regulations with \$10 million or more in annual compliance costs where analytical judgments are most consequential and the stakes are highest, the absence of contractor independence provisions is a significant omission. We urge the Board to include explicit contractor procurement and independence requirements in the final policy.

B. Evidentiary Standard for Analytical Omissions

This is our most important remaining concern. In discussions with BAAD staff, the Council proposed that when a required analysis is not feasible, the contractor must justify the omission under a clear and convincing evidence standard. The outline contains no analogous accountability mechanism. Even within the enhanced analysis tier, requirements are qualified with phrases such as where relevant data is available and as appropriate considering any data limitations. Without an evidentiary standard, the enhanced requirements function as a menu of options rather than a set of enforceable obligations. This undermines the entire purpose of establishing a Board policy.

What the Council seeks is a requirement that the District proceed with impact estimates using the best available data, even when that data is imperfect, and address resulting uncertainty through ranges or qualified findings. Analyses should not be omitted simply because the data falls short of perfection. We urge the Board to adopt an explicit evidentiary standard such as clear and convincing evidence as the threshold for omitting any required element of the enhanced analysis.

C. Cumulative Forward-Looking Regulatory Costs in the Baseline

The Council emphasized in its discussions with BAAD staff that baseline cost estimates must reflect the cumulative impacts of existing state and local regulations, including those under active consideration. The outlines baseline definition (Section 2.2) references regulatory, technological, and market baseline; and expected trends absent the rule. However, it does not explicitly require incorporation of cumulative regulatory costs already borne by affected entities.

The cumulative analysis required by Section 3.1 is backward-looking by looking at what past rules actually cost. A better approach would be forward-looking by analyzing the total existing regulatory burden to which the proposed rule adds. For industries such as petroleum refining that face multiple overlapping regulatory requirements, the forward-looking cumulative cost question is central to our concern and remains inadequately addressed. We urge the Board to require that the baseline explicitly incorporate the cumulative prospective regulatory burden.

D. Governmental and Fiscal Impact Analysis

The Council's original proposal required estimation of a rules impact on state and local tax revenues, corporate, personal, sales, and property taxes. BAAD staff acknowledged in their January comments that this was reasonable for rules with significant compliance costs. It does not appear in the outline at any tier. For rules exceeding \$10 million in annual costs, fiscal effects on local government revenues could be material and should be a required element of the enhanced analysis.

E. Missing Specific Economic Analysis Elements

The Council's original proposal contained several specific analytical requirements that do not appear in the outline even at the enhanced level. We urge the Board to include explicit requirements for:

- Analysis of impacts on affected entities profits and cash flows;
- Identification of sources and costs of financing for required capital investments;

- Assessment of whether equipment installation would significantly disrupt business output during the compliance period; and
- Behavioral response analysis, including cost pass-through dynamics, competition from outside suppliers, price elasticity of demand, and labor market conditions for affected occupations.

The outline's Section 4.2 references cost pass-through assumptions and market conditions as modeling parameters to document rather than as required analytical outputs. These elements could substantially affect the analysis of who ultimately bears the costs of regulation, and they should be treated as required outputs, not discretionary inputs.

F. Binding Nature and Enforceability of the Policy

The Council submitted its original proposal as rule language. BAAD staff indicated it would instead take the form of a Board resolution binding on staff. The outline describes itself as a policy to be approved by the Air District's Board of Directors, but the degree to which it creates enforceable obligations as opposed to aspirational guidance remains ambiguous. The outline does not address whether or how the Board, regulated entities, or the public could compel compliance if staff deviates from the policy. The Council urges the Board to ensure that the final policy language unambiguously establishes these requirements as mandatory obligations, not discretionary best practices.

III. Conclusion

The Contra Costa Building and Construction Trades Council acknowledges that the BAAD staff outline reflects meaningful progress and incorporates our highest priorities. We appreciate the collaborative process that produced it. However, the gaps identified above, particularly the absence of an evidentiary standard for omitting required analyses and the lack of clear enforceability language must be addressed before the policy can fulfill its intended purpose.

If the Board must prioritize, our two most critical requests are: (1) adoption of an explicit, clear and convincing evidence standard as the threshold for omitting any required analytical element; and (2) policy language that unambiguously treats the enhanced analysis requirements as mandatory obligations rather than aspirational guidelines. These two changes are essential to ensure that the policy is followed in practice.

The Council looks forward to continuing to work with the Board and staff to develop a final policy that protects workers, communities, and the economic vitality of the region. We respectfully request the opportunity to address the Board on these matters and are available to meet with staff at any time to discuss these comments further.

Respectfully,



Tim Sbranti

Executive Director

Contra Costa Building and Construction Trades Council

May 11, 2026

Lynda Hopkins, Chair
Members of the Board of Directors
Bay Area Air Quality Management District
375 Beale Street, Suite 600
San Francisco, CA 94105

Re: Comments on Draft Socioeconomic Analysis Policy Outline

Dear Chair Hopkins and Members of the Board:

The Bay Area Council appreciates the opportunity to comment on the District's April 9, 2026 staff outline for a proposed socioeconomic analysis policy. As a business-led public policy organization representing close to 400 of the largest employers across the nine-county region, our members collectively employ roughly 1.5 million Bay Area residents and 40% of the region's total workforce.

We strongly support the District's mission to improve air quality and protect public health. The cleanliness of the air we breathe is critical to the health and wellbeing of our region's residents. However, it is just one of many factors that influence health outcomes and quality of life here, and as an organization with members spanning all sectors of our economy, when adopting policy positions, we are required to take a holistic approach to these challenges and look at all the influences and potential outcomes.

As we strive for higher air quality standards we must carefully consider what costs and unintended consequences might arise as a result of our actions. It is no great secret that this region is one of the least affordable places in the world to live; housing costs are higher, energy costs are higher, food costs are higher and the net result is that we are forcing out thousands of our neighbors, particularly those lower down on the income scale, to lower cost parts of the state and country. We can and must do better.

The number one influencer of lifetime health outcomes for a child born in California is socioeconomic, and dictated by the resources available to their family. In other words, do their parents have stable gainful employment and employer provided health insurance? Any new rule making that could potentially increase the cost of living here further and/or put more jobs at risk, must take these potential outcomes into consideration and analyze them accordingly. Robust socio-economic analysis is not in conflict with the protection of our residents, it is essential to it.

The staff outline reflects meaningful progress and incorporates several elements long supported by the business community, including a defined threshold for enhanced analysis, use of established economic modeling tools, and attention to distributional impacts. We commend staff for this work and offer the following comments to highlight both areas of alignment and key issues that warrant further refinement.

I. The Need for a Rigorous and Durable Framework

The Bay Area economy remains one of the most dynamic in the world, generating more than \$1.4 trillion in annual GDP. It is also under growing pressure from high labor, energy, real estate, and regulatory costs. Businesses across all sectors are making location and investment decisions in this context, and regulatory predictability is an increasingly important factor. All too often, business that are started here, with talent from our world class universities, and investments from our VC community and government incentives, choose to scale up move jobs to other parts of the country because the regulatory burden here is just impossible to comply with in a world where “speed to market” for new technology is critical.

Air quality rules can impose substantial compliance costs that extend well beyond regulated entities, affecting supply chains, consumer prices, and employment. For this reason, it is critical that the District’s rulemaking process includes a consistent and credible framework for evaluating economic impacts. The proposed policy is an important step toward that goal.

II. Areas of Alignment

We support several key components of the outline:

- **Enhanced Analysis Threshold:** The \$10 million annual compliance cost trigger is appropriately calibrated to the scale of the regional economy and provides a clear, workable standard.
- **Economic Impact Modeling:** The use of IMPLAN, REMI, or equivalent tools to assess direct, indirect, and induced impacts reflects best practices and should be retained.
- **Distributional Analysis:** Evaluating how costs and benefits are distributed across sectors, business sizes, and communities is essential, particularly for small and mid-sized businesses that face distinct constraints. Since 1995 California has lost close to 500,000 manufacturing and other blue-collar jobs. This sector of our economy has traditionally created middle-class jobs and economic mobility for non-college educated Californians and it is critical that we stop this hemorrhaging.
- **Transparency Standards:** Requirements for documented assumptions, data sources, and responsiveness to public input are fundamental to building trust in the analytical process.

These elements form a strong foundation for a credible policy.

III. Areas for Strengthening

To ensure the policy achieves its intended purpose, several issues should be addressed:

1. Enforceability

This is the Bay Area Council’s most fundamental concern. Any policy without enforceability is merely an aspiration. We are concerned that some of the qualifying language for analysis; “where relevant data is available” or “as appropriate considering any data limitations”, creates too many grey areas and uncertainty. An effective policy should clearly establish that enhanced analysis

requirements are mandatory. As drafted, qualifying language creates ambiguity and risks inconsistent or no application. For stakeholders making long-term investments, reliability in the analytical process is essential.

2. Standards for Analytical Completeness

The policy should define when and how required analyses may be omitted. Where data limitations exist, the expectation should be to proceed using best available information, supported by reasonable assumptions and sensitivity analysis, rather than omitting analysis altogether.

3. Cumulative Cost Considerations

In addition to retrospective analysis, the framework should account for the forward-looking cumulative regulatory burden businesses face from multiple agencies. This perspective is critical to understanding real-world feasibility. All too often our regulatory agencies operate in silos issuing conflicting rules to the regulated community adding greatly to cost and uncertainty.

4. Fiscal Impacts

Major regulations can affect public revenues through changes in business activity, employment, and investment. Incorporating fiscal impact analysis for higher-cost rules would provide a more complete picture of regional implications.

5. Business Impact Analysis

Enhanced analysis should include practical considerations such as impacts on operations during compliance transitions, access to capital for required investments, and how costs are ultimately distributed among businesses, workers, and consumers.

6. Analytical Independence

Establishing clear standards for contractor qualifications, independence, and transparency would strengthen confidence in the analysis and its conclusions.

IV. Conclusion

The Bay Area Council supports the development of a robust socioeconomic analysis policy and genuinely appreciates the District's engagement on this issue. The current outline represents an honest and meaningful step forward, and with targeted refinement, particularly around enforceability, analytical rigor, and completeness, it can provide a durable framework to inform sound decision-making.

The Bay Area's environmental leadership and economic vitality are mutually reinforcing. Policies grounded in strong analysis will better ensure that environmental goals are achieved in ways that are effective, equitable, and economically sustainable.

We look forward to continued collaboration with the Board and staff and would welcome the opportunity to engage further as the policy is refined.

Sincerely



Matt Regan
Senior Vice President
Bay Area Council



Kevin Buchan

Senior Manager

Bay Area Regulatory Affairs

May 13, 2026

Gregory Nudd

sent via email: ruledevelopment@baaqmd.gov

Deputy Air Pollution Control Officer

Bay Area Air Quality Management District

375 Beale Street, Suite 600

San Francisco, CA 94105

Re: WSPA Comments Re: Socioeconomic Impact Analysis Policy

Dear Sirs,

The Western States Petroleum Association (WSPA) is a non-profit trade association representing companies that explore for, produce, refine, transport and market petroleum, petroleum products, natural gas and other energy supplies in California, Arizona, Nevada, Oregon, and Washington. Our members in the Bay Area have operations and facilities regulated by the Bay Area Air Quality Management District (BAAQMD or District).

WSPA's comments are focused on a single, critical issue: the proposed policy must ensure that socioeconomic analyses fully account for the operational and financial impacts of new regulations on petroleum refineries and the likely downstream consequences of those impacts on California consumers. If the policy fails to do this, it will not serve its stated purpose.

Bay Area refineries are among the most heavily regulated industrial facilities in the world. They operate under a dense overlay of federal, state, and local requirements spanning air quality, water quality, hazardous materials, process safety, and worker protection. Each new layer of regulation imposes costs that, in a competitive fuel market with thin margins, feed into higher prices at the pump and in consumers' utility and heating bills. For the Bay Area, where fuel prices already rank among the highest in the nation, this dynamic deserves direct and serious attention in any credible socioeconomic analysis.

Executive Summary

WSPA supports a socioeconomic analysis policy that is rigorous, comprehensive, and enforceable. Bay Area refineries and the consumers they serve have a direct stake in ensuring that the costs of air quality regulation are fully and accurately understood before rules are adopted. The proposed policy outline is a foundation worth building on, but it must be strengthened in the areas identified above before it can provide that assurance.

WSPA urges the Board to require full-cost analyses of refinery compliance impacts including capital, operational, financing, and output disruption costs; specific quantitative analysis of estimated per-gallon and per-household fuel cost impacts, disaggregated by income and geography. In addition, it should include a cumulative cost baseline analysis that reflects the total existing regulatory burden on Bay Area refineries, including enforceable policy language with a clear evidentiary standard for any analytical omissions.

Detailed Comments

The Analysis Must Capture the Full Cost of Compliance for Refinery Operations

Refinery compliance costs are not simple to calculate, and the proposed policy must be designed with that complexity in mind. A regulation that appears to impose a defined capital cost on paper can have actual cost consequences that are substantially larger when all relevant factors are considered. The socioeconomic analysis policy must explicitly require analysis of the following elements for any regulation materially affecting refinery operations:

- Capital expenditure requirements, including not only the direct cost of required equipment or process changes but also the costs of total installed costs, including engineering, permitting, construction, commissioning, and project management associated with compliance investments at operating facilities.
- Operational cost impacts, including changes in energy consumption, feedstock requirements, maintenance obligations, waste generation, staffing needs, and throughput efficiency resulting from required process modifications.
- Financing costs and capital availability, including the interest expense, financing fees, and opportunity costs associated with compliance capital, and the particular challenges faced by independent refiners with limited access to capital markets relative to integrated majors.
- Output disruption during compliance implementation, including the cost of reduced throughput, planned and unplanned outages, and production constraints during equipment installation and commissioning periods, which at Bay Area refineries can extend for months and affect regional fuel supply.

- Cumulative compliance cost burden, including a wide spectrum of existing regulatory costs already borne by Bay Area refineries under BAAQMD, CARB, EPA, and other agency requirements, so that the incremental burden of a new regulation is assessed against the actual baseline cost environment, not a theoretical one.

Each of these elements can materially affect the economic feasibility of a proposed regulation. Omitting any of these produces an incomplete and potentially misleading analysis. The policy must treat all of them as required components of the enhanced analysis for rules affecting refinery operations, not as discretionary considerations.

The Analysis Must Quantify Consumer Fuel Cost Impacts Specifically and Concretely

The most direct consequence of increased refinery compliance costs for Bay Area residents is higher prices at the pump and higher costs for home heating fuels and goods transported by aircraft, truck and rail. The proposed policy's references to consumer cost impacts and affordability metrics are a step in the right direction, but they are not sufficient as currently written. General modeling of household cost burdens must be supplemented by specific, quantitative analysis of the fuel price transmission mechanism.

The policy must require, for any regulation materially affecting refinery operations, the following analyses of consumer fuel cost impacts:

- Estimated effect on gasoline prices, based on documented assumptions about market structure, refinery margin dynamics, and the degree of competition from imports and out-of-state suppliers, with sensitivity ranges reflecting uncertainty in those assumptions.
- Estimated annual household fuel cost impact, disaggregated by income quintile and geographic area to reflect the disproportionate burden on lower-income households and communities in outlying areas with longer commutes and fewer transit alternatives.
- Estimated commercial and industrial fuel cost impacts, including effects on air transportation, trucking, agriculture, construction, and other fuel-intensive sectors that translate directly into higher prices for goods and services consumed by Bay Area residents.
- Assessment of the cumulative fuel cost impact of existing and pending regulations on Bay Area refineries, so that the consumer cost impact of a new rule is understood in the context of the total regulatory cost already embedded in regional fuel prices.

California gasoline and transportation fuel prices already reflect a substantial regulatory premium over the national average. Bay Area consumers paid among the highest fuel prices in the country throughout 2024 and 2025. A socioeconomic analysis policy that does not specifically and

quantitatively address how a proposed regulation will affect that premium is not doing the job it is supposed to do.

The Policy Must Include Enforceable Standards, Not Discretionary Guidelines

WSPA has a straightforward interest in this question: if socioeconomic analysis requirements can be waived or curtailed by staff at their discretion, they provide no reliable protection to regulated industries or to the consumers who can also be impacted by regulatory costs. The outline's repeated use of qualifiers such as "where relevant data is available" and "as appropriate considering data limitations" renders the enhanced analysis requirements effectively optional.

WSPA urges the Board to adopt two specific structural provisions to address this problem. First, the policy should establish a clear evidentiary standard — such as "clear and convincing evidence" — that must be met before any required analytical element may be omitted. Data imperfection is not a sufficient basis for omission; the correct response is to proceed with the best available data, characterize the uncertainty, and provide ranges rather than declining to analyze. Second, the policy should be written as a set of mandatory obligations binding on staff, with a defined mechanism for the Board, regulated entities, or the public to seek compliance if the policy is not followed.

A policy that industry, consumers, and community stakeholders can rely on is worth having. A policy that can be quietly set aside or disregarded when inconvenient is not useful.

Conclusion

Bay Area refineries and the consumers they serve have a direct stake in ensuring that the costs and economic impacts of air quality regulation are fully and accurately understood before rules are adopted.

WSPA appreciates the opportunity to comment on this important matter, and looks forward to continued engagement with the Board and District staff as the policy is developed.

Sincerely,

A handwritten signature in black ink that reads "Kevin Buchan". The signature is written in a cursive, flowing style.

From: Gerard Manning < >
Sent: Tuesday, April 21, 2026 10:36 AM
To: BAAQMD Rule Development <ruleddevelopment@baaqmd.gov>
Subject: Public comment on proposed socioeconomic analysis policy

Dear Air District,

Thank you for the opportunity to comment on the proposed amendment to the District's socio-economic analysis policy. Your ruling Health and Safety Code, quoted in the proposed policy [1] requires you to "perform an assessment of the socioeconomic impacts of the adoption, amendment, or repeal of the rule or regulation". However, the assessments detailed in the document are quite limited, and seem to almost entirely focus on costs rather than benefits and economic rather than social or socioeconomic impacts.

I believe the following aspects should naturally be included in any socioeconomic analysis. I'm giving examples mostly around the gas appliance standards (Rule 9-4/9-6) because I'm most familiar with these, but believe that all these aspects are generalizable.

*** Economic costs of continued pollution**

These are not directly mentioned in the policy outline, though they have been included in prior analyses. Given that all pollution has economic costs, these should be a core part of any policy, and cover predicted lost work days, long-term or permanent work disability, reduced work performance, costs of lost school days (educational progress and indirect costs - parents taking time of work, doctors visits, medication costs etc.), and the economic costs of premature deaths from pollution.

*** Social costs of continued pollution**

These are difficult to quantify, but would include the human and community costs of pollution. The sheer human suffering from chronic illness, loss of work and death should be reported, and not hidden merely for a technical lack of ability to quantify.

*** Climate costs of continued pollution**

These are the economic, social and civilizational future costs of contributing to the global climate crisis. As a very rough starting point, cost-of-carbon calculations, set at \$190/ton of CO2e before the Trump administration obliterated the measure, can be used for climate calculations. For instance, with a lifetime emission of ~42 tonnes of CO2e for a typical gas water heater (<https://climate-fixes.org/BAAD/Climate.html>), this would indicate a climate cost of \$7980 per water heater, and a generation of gas water heaters across the Bay Area (~2.2m water heaters) would cost \$17 bn. While AB318 blocks the Air District from regulating some CO2 emissions, it does not impeded the district from evaluating the climate cost of

regulations. Indeed, this may be the single most important calculation of any air pollution rule, given the unimaginable consequences of continued global warming.

*** Economic benefits of additional regulation**

The proposal talks about economic costs of new regulations, but not economic benefits. For instance, the amended rule 9-6 predicts that 2.2m gas water heaters would be replaced by heat pumps over the next ~15 years. The district calculates that each heat pump will cost an additional \$1900-\$2900 in labor costs, resulting in increased economic activity within the Bay Area of \$4.2-6.4 billion.

The estimated bill savings per household of ~\$230/year, from lower gas usage [2] will also increase spending power and local economic activity by \$500m/yr, balanced by reduced purchases of natural gas, which is not generated in the Bay Area.

Sincerely,

Gerard Manning

[1] https://www.baaqmd.gov/~media/dotgov/files/rules/socioeconomic-impact-analysis-policy/20260409_outline_seapolicy-pdf.pdf?rev=

[2] <https://svcleanenergy.org/wp-content/uploads/Bill-Impacts-of-Home-Electrification-Feb-2025.pdf>

May 13, 2026

Lynda Hopkins, Chair
Members of the Board of Directors
Bay Area Air District
375 Beale Street, Suite 600
San Francisco, CA 94105

Re: Comments on the Bay Area Air District Draft Socioeconomic Analysis Policy Outline

Dear Chair Hopkins and Members of the Bay Area Air District Board:

The East Bay Leadership Council (EBLC) is a prominent public policy advocacy organization representing hundreds of employers across Contra Costa and Alameda Counties. Our membership spans the full range of the East Bay economy — energy, manufacturing, utilities, healthcare, retail, technology, logistics, construction, professional services, and beyond. We write to submit comments on the Bay Area Air District’s April 9, 2026 staff outline of a proposed Board policy governing socioeconomic analysis in air quality rulemaking.

EBLC strongly supports improving regional air quality and the District’s mission. We also have a deep and direct stake in ensuring that air quality regulations are adopted with a full understanding of their economic consequences for the communities we represent. Contra Costa and Alameda Counties together account for a substantial share of the Bay Area’s industrial base, its workforce, and its middle-class jobs. The refineries, manufacturers, logistics operations, and construction employers located in these counties are not abstract economic statistics — they are the employers that allow families across the region to own homes, send children to college, and build financial security. Regulatory decisions that affect the viability of these employers directly affect those families.

The District’s effort to develop a rigorous socioeconomic analysis policy is a step in the right direction. Our comments identify where the outline is responsive to East Bay economic concerns and where additional provisions are needed to achieve our common goals of economic vitality and exceptional quality of life.

THE EAST BAY CONTEXT

Any meaningful socioeconomic analysis of BAAD regulations must be grounded in the economic realities of the communities most directly affected. In the East Bay, those realities are distinct from those of San Francisco or Silicon Valley and deserve explicit recognition in the policy framework.

Contra Costa County is one of California’s core industrial engines. It contains two current crude-oil refineries—Chevron Richmond and PBF Martinez—alongside former petroleum-refinery sites that have converted to renewable fuels, including Phillips 66’s Rodeo Renewable Energy Complex and Martinez Renewables, the former Marathon Martinez Refinery. The county also hosts a major petrochemical and chemical-manufacturing base and significant natural-gas transmission and storage infrastructure. These facilities sustain thousands of high-wage, often unionized jobs and generate substantial tax revenues that support schools, fire protection, infrastructure, and core public services. For generations, this industrial base has provided a pathway to middle-class stability for East Bay families.

That existing industrial base is also Contra Costa County’s competitive advantage in building the Green Empowerment Zone. The county is not trying to create an industrial economy from scratch. It already has the skilled workforce, industrial land, energy and utility infrastructure, port, rail, and highway access, contractor

networks, engineering expertise, and safety and compliance experience that advanced manufacturing, renewable energy, renewable fuels, grid infrastructure, and other clean industrial sectors require. The purpose of the Green Empowerment Zone is to leverage those assets into the next generation of industrial investment—not to treat them as disposable. Regulatory decisions that impose major cumulative costs without fully analyzing impacts on jobs, tax revenues, contractor networks, and facility viability risk weakening the very platform that makes the East Bay competitive for green industrial growth.

Alameda County's economy is more diversified, but it includes significant industrial, logistics, and manufacturing operations—particularly in Oakland, Hayward, and Fremont—that are subject to BAAD jurisdiction and sensitive to increases in regulatory costs. The Port of Oakland, one of the largest container ports on the West Coast, generates thousands of direct and indirect jobs in trucking, warehousing, and goods movement throughout the East Bay. Regulations affecting port operations and commercial vehicles have immediate, concrete consequences for those workers and employers.

These industries do not exist in isolation. They are connected through supply chains, labor markets, and tax bases to every other sector of the East Bay economy. When a refinery or manufacturer faces a significant unplanned compliance cost, the effects ripple through contractor relationships, local vendor networks, property tax rolls, and household spending. Incorporating the recommendations detailed in this letter will help ensure the socioeconomic analysis policy captures regional interdependencies and accounts for county-level economic realities when evaluating the impacts of major regulations on East Bay communities.

AREAS OF SUPPORT

EBLC supports the following provisions in the outline:

- The \$10 million annual cost threshold for Enhanced Socioeconomic Analysis. This is an appropriate and well-calibrated trigger for the level of analytical rigor that significant regulations require. We support additional triggers for cost-effectiveness thresholds and cumulative industry burden.
- IMPLAN/REMI economic impact modeling requirements. Input-output and macroeconomic modeling is the appropriate tool for capturing the indirect and induced economic effects of major compliance costs — effects that are particularly significant in industries like refining and manufacturing where supply chain linkages to local contractors and vendors are extensive.
- Distributional analysis by income, race/ethnicity, and geography. East Bay communities include some of the Bay Area's most economically vulnerable households, including in Richmond, San Pablo, Oakland, Pittsburg, and Antioch. Regulations that impose disproportionate costs, employment effects, or pass-through burdens on these households and communities must be identified and assessed.
- Cumulative cost analysis. The outline's requirement for retrospective analysis of rules applied over a 10-year period is a useful tool. As discussed below, it must be matched by a forwardlooking requirement.
- Transparency and documentation standards. Peer-reviewed methods, documented assumptions, and responsiveness to public comment are fundamental requirements for credible analysis.

CRITICAL GAPS — EAST BAY PRIORITIES

1. Full Employment and Wage Impact Analysis for East Bay Industrial Sectors

The outline's provisions on employment and wage effects are a starting point, but they do not go far enough for the East Bay. Regulations affecting refineries, chemical manufacturers, and heavy industry in Contra Costa County have the potential to affect not only direct employment at regulated facilities but also the broader network of contractors, maintenance firms, engineering consultants, and local vendors that depend on those facilities for a significant share of their business.

The policy must require, for rules meeting the enhanced analysis threshold, explicit modeling of employment and wage impacts at the two-digit NAICS sector level for Contra Costa and Alameda Counties separately — not just Bay Area-wide aggregates. Bay Area-wide figures can obscure significant county-level impacts when an affected industry is geographically concentrated, such as petroleum refining in Contra Costa County. A rule that reduces refinery employment in Martinez or Richmond by 10 percent looks very different in a Bay Area-wide model than it does in the communities where those jobs are located.

2. Forward-Looking Cumulative Regulatory Cost Baseline

East Bay industrial employers do not face one regulation at a time. At any given moment, facilities in Contra Costa County may be simultaneously navigating compliance requirements from BAAD, CARB, the EPA, the State Water Resources Control Board, Cal/OSHA, and local agencies. Each requirement is adopted with its own cost estimate. But the cumulative burden of all of them together is rarely assessed as a whole.

The outline's baseline definition must be strengthened to explicitly require that analysts account for the cumulative prospective regulatory burden already borne by affected facilities, including requirements under active development at the state and federal level. A regulation that adds \$50 million in compliance costs to a facility already carrying \$300 million in existing regulatory obligations is a very different economic proposition than a \$50 million cost in isolation. EBLC urges the Board to require that the baseline reflect where facilities actually stand, not a hypothetical pre-regulatory baseline.

3. Property Tax and Local Government Fiscal Impact Analysis

Major energy and industrial facilities are a consequential part of Contra Costa County's local tax base, contributing more than \$50 million annually in property-tax revenues that help support schools, fire protection, special districts, and core public services. Regulations that materially impair facility viability could therefore affect not only jobs and economic output, but also local fiscal capacity.

For rules exceeding the \$10 million enhanced-analysis threshold, the policy should require fiscal impact analysis, including effects on property-tax revenues, local sales and use-tax revenues, special-district revenues, and state income-tax impacts associated with employment and wage changes in affected counties.

4. Small Business and Contractor Supply Chain Impacts

Major industrial facilities in the East Bay support extensive local contractor and vendor networks. Turnaround maintenance at a Bay Area refinery, for example, can involve hundreds of local contractors employing thousands of workers over a period of weeks. Capital compliance projects generate similar contractor activity. When compliance costs reduce facility throughput, accelerate facility closures, or curtail

capital investment, the effects on these small and mid-size contractors can be severe — and they are rarely captured in facility-level economic impact analyses.

The policy should require explicit analysis of supply chain and contractor impacts for rules affecting major industrial facilities in the enhanced analysis tier. This analysis should identify the number of businesses and workers in contractor industries that depend materially on the regulated facilities and estimate the employment and revenue effects of the proposed rule on those businesses.

5. Enforceability and Evidentiary Standards

Finally, EBLC encourages the Board to adopt explicit enforceability language and an evidentiary standard for analytical omissions. A policy with requirements that can be waived or applied inconsistently does not provide reliable protection for the communities and employers that depend on rigorous socioeconomic analysis. We support adoption of a “clear and convincing evidence” standard as the threshold for omitting any required analytical element, and policy language that unambiguously establishes the enhanced analysis requirements as mandatory obligations.

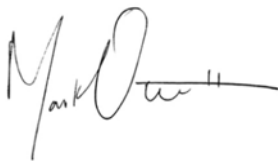
CONCLUSION

EBLC represents an economy that is simultaneously one of the most productive and one of the most regulated in the nation. The industrial employers of Contra Costa and Alameda Counties have demonstrated, over decades, their capacity to invest in compliance and continue providing the jobs, tax revenues, and economic activity that East Bay communities depend on. What they require — and what the communities that depend on them require — is a regulatory process in which the full economic consequences of proposed rules are rigorously and transparently assessed before those rules are adopted.

The District’s proposed socioeconomic analysis policy has the potential to provide that assurance. The outline is a meaningful foundation. To fulfill its purpose for East Bay communities, it must be strengthened to require county-level employment analysis, a forward-looking cumulative cost baseline, fiscal impact analysis, supply chain and contractor impact assessment, and enforceable analytical standards.

EBLC looks forward to continued engagement with the Board and District staff on the development of the final policy. Please do not hesitate to reach out to me (mark@eblcmail.org) to further discuss these comments. Thank you for your commitment to serving our region.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Orcutt', with a stylized flourish at the end.

Mark Orcutt
President & CEO
East Bay Leadership Council



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May 13, 2026

VIA EMAIL

Greg Nudd

Deputy Executive Officer of Policy

Regulatory Development Division

Rule Development

Bay Area Air District

375 Beale Street

San Francisco, CA 94105

Email: gnudd@baaqmd.gov

Rule Development: ruledevelopment@baaqmd.gov

Re: Proposed Update to Socioeconomic Analysis of Air District Rulemaking

Dear Mr. Nudd,

Thank you for the opportunity to comment on the Outline of a Policy for Socioeconomic Analysis of the Air District Rulemaking (“Outline”).

The agency’s core mission—to improve air quality to protect public health—is approaching an inflection point, where utilizing every remaining regulatory tool may determine whether meaningful progress on air pollution remains possible. Today, amid the outright assault on programs aimed at addressing environmental justice and climate at the federal level, it is up to the leaders at the Air District to uphold California’s values and protect Bay Area residents from unchecked harmful air pollution.

To achieve those goals, the Air District’s Socioeconomic Analysis (SEA) policy should inform decision-making without creating a structural disadvantage for the strongest, most health protective measures to reduce pollution. A balanced SEA policy offers greater transparency into the Air District’s policymaking, but it should do so to facilitate the strongest actions, not to thwart them. We urge the District to adopt an approach aligned with its environmental justice priorities and

caution against allowing cost-effectiveness and socioeconomic analysis to become one-dimensional. A narrow, industry-focused SEA risks becoming weaponized by polluters to sow public distrust, manufacture opposition, and stop progress.

I. SEA Must Avoid Structural Bias Against Strong Pollution Reduction Strategies

The Air District should ensure that its SEA policy eliminates structural bias against strong pollution reduction strategies. To start, how it defines a “baseline” will likely determine the scope of analysis. Baseline definitions must avoid treating fossil incumbency and polluting systems as the default benchmark for economic reasonableness.

A. The Baseline Definition Should Reflect the Cost of Inaction

Section 2.2 of the Outline defines the baseline in terms of:

“regulatory, technological, and market baseline for sectors affected directly by the proposed rule or rule amendments; expected trends absent the rule.”

At first glance, this language sounds neutral. But analytically, it risks reinforcing current infrastructure, existing market conditions, and the presently deployed technology as the economically rational status quo. That framing will keep polluting technologies as the benchmark for evaluating future regulation without considering that those conditions are the product of decades of underpriced pollution burdens, entrenched fossil fuel dependency, and the externalization of health harms. In other words, making pollution the baseline normalizes it.

The current market should not serve as a neutral baseline, as it is already distorted by longstanding regulatory gaps and the failure to fully account for the costs of pollution harms. This static baseline ignores the fact that continued maintenance and reinvestment in polluting systems is not cost-free. Those systems not only perpetuate public health burdens and environmental harms but also continue to make the region more dependent on fossil fuels and hostage to its price volatility.

A baseline should not merely describe existing market conditions; it should also evaluate whether those conditions are sustainable, protective of public health, and economically rational once the full costs of pollution and infrastructure are considered. Therefore, in setting a baseline and evaluating the “expected trends absent the rule”, SEA must also consider rising costs of maintaining polluting activities, both in terms of the infrastructure maintenance and fuel volatility, as well as the rising health cost burdens of maintaining the status quo.

B. Static Assumptions about Technology Availability Should Be Avoided

Often, opponents of regulation will use “unavailability” arguments to claim infrastructure is not ready, technology is immature, supply chains are uncertain, or deployment timelines are speculative. If “availability” is defined too rigidly, transformative rules will never emerge. Yet many of the strongest solutions available are still considered “emerging” as supportive infrastructure continues to scale.

Technological solutions that eliminate operational emissions should not be treated as “unavailable” simply because their deployment is still scaling up. Instead, the SEA should evaluate technology trajectories, not static snapshots, and determine whether a rule will catalyze significant changes that might expand the deployment of these solutions. That analysis could accompany a review of the types of jobs and economic opportunities that are likely to follow with accelerated market adoption.

The Air District already incorporates analyses of and cost-effectiveness for alternatives to rule development.¹ A key update to this approach would be to dismantle the static assumption that existing fossil infrastructure should serve as a neutral baseline when examining alternatives, and instead consider infrastructure growth and market scaling for new non-polluting technology, while also assessing the cost of maintaining outdated infrastructure that locks in additional pollution for the region.

C. SEA Should Not Systematically Favor Polluting Technology

The overemphasis on upfront capital costs poses similar challenges to cost-effectiveness—it forces comparisons of non-polluting technology with the status quo without accounting for already depreciated fossil-fueled systems and infrastructure that are more costly to maintain in the long run. A narrow focus on upfront costs of electrification, for example, fails to account for the prospect of stranded assets, costly repairs, and maintenance of aging methane gas systems. Without accounting for these hidden costs to the status quo, the SEA might insulate more polluting activities from stronger scrutiny rather than conducting a more balanced assessment of true costs.

Take, for example, Rule 9-6, the current Zero-NOx standard for water heaters. Until the rule is fully implemented, each time a Bay Area resident buys an emissive gas-fired water heater, they not only pay for the cost of the unit at a retail outlet or through an installer, but they are also agreeing to pay for the gas pipeline system that will provide the fuel to power that unit for the life of the equipment. That could be a decade or more of maintaining a system whose costs have grown exponentially over the last decade. In fact, Californians spend nearly \$10 billion annually just to maintain that system, with those costs passed through to ratepayers.² These costs remain hidden if the policy focuses solely on the unit price and installation costs for newer equipment.

The issue is not whether compliance costs matter. The issue is whether the framework used will fully and fairly evaluate the public health benefits, the avoided environmental harms, and the long-

¹ Bay Area Air District, *Overview of Socioeconomic Analysis for Air District Rulemaking*, Staff Presentation to Stationary Source Committee (November 12, 2025), slide 6; https://www.baaqmd.gov/~media/files/board-ofdirectors/2025/ssc_presentations_111225_op-pdf.pdf?rev=af310eeb6b4a4174baf6edd2c937cbb9&sc_lang=en ² Denise Grab, Brennon Mendez, and Craig Holt Segall, *Go Big, Save Big: Approaches to Fund Building Electrification in California*, (UCLA Sch. Of L., Emmett Institute on Climate Change & The Environment [2025]), p. 4; <https://law.ucla.edu/sites/default/files/Go%20Big%20Save%20Big%20FINAL.pdf>.

term economic transition benefits, as aging infrastructure currently propping up fossil fuel dependency gives way to superior alternatives that more adequately protect Bay Area residents.

In short, the SEA should avoid narrow, near-term cost comparisons between technologies, incorporate lifecycle costs of maintaining the status quo, account for the pollution burdens avoided by a technology shift, and recognize long-term operational savings of non-polluting alternatives.

II. The SEA Should Exclude Arbitrary Cost-Effectiveness Thresholds

Section 3 of the Outline proposes creating a new “enhanced” socioeconomic analysis when costs exceed a specified threshold. This is essentially creating a cost-effectiveness threshold when there is no legal requirement for the Air District to require this additional layer of analysis. The Air District is essentially self-imposing this additional work.

We strongly urge you to abandon this approach. It creates duplicative and onerous requirements that contradict the Air District’s own direction to control emissions and address environmental justice concerns.

Nowhere does California Health & Safety Code Section 40728.5 require the Air District to further burden its rulemaking process by creating an arbitrary cost-effectiveness threshold to even more scrutiny of its rules. It merely requires the Air District to evaluate the cost-effectiveness of each proposed rule or rule amendment. A rule’s cost effectiveness should be evaluated relative to available alternatives, not relative to a threshold.

Arbitrarily including a cost-effectiveness threshold may prevent the district from pursuing regulations that would otherwise be permissible within its discretion. The “enhanced” SEA that this threshold would trigger would require additional time, resources, and study to assess decades' worth of data on existing rules—with particular emphasis on reevaluating the Air District’s own analysis by comparing it to industry-produced data. This would open the door to even more challenges to existing rules that are effectively reducing pollution in the region by asking the Air District to speculate on its rules impacts on a host of tangentially related consumer prices and even industries not directly regulated by its rules.

Further, incorporating a cost-effectiveness threshold into the analysis that is already required is duplicative. The Air District is already actively considering the socioeconomic impacts of proposed regulations and making good-faith efforts to minimize any adverse impacts. This would require the Air District to redo the work when the threshold is triggered—essentially reopening the rulemaking process and potentially delaying or postponing pollution-reduction strategies.

Moreover, many of the ‘triggering’ events for enhanced socioeconomic analysis require the Air District to engage in speculation (e.g., if the “[r]ule is expected to have a significant impact on the energy or the housing sector and therefore may result in noticeable cost increases for consumers”).

Reasons similar to those Air District had in opposing AB 2752 apply here.² Predicting housing and energy costs, which are influenced by multiple factors, are best left to state agencies responsible for those policies, not air regulators.

To the extent staff believe a cost-effectiveness threshold is essential (even though the law does not require it) it should start with the following two elements:

- 1) Apply enhanced SEA only to the rule with the highest overall implementation and enforcement/administrative costs (both circumstances must be present before enhanced SEA is applied);
- 2) Prioritize enhanced SEA elements that look at the cumulative efficacy of the rule, health benefits, the socioeconomic impacts of health burdens, and an analysis of who bears costs and who receives benefits (by income, class, race/ethnicity, and geography).

III. Make Public Health and Environmental Justice Central—Not Just Supplemental

In the current outline, health and equity are referenced as having played a “supplemental” role in prior rulemaking. The Air District must make the health and equity benefits of proposed regulations a core component of *all* rule evaluations. This is especially important given the Air District has prioritized environmental justice, equity, and addressing cumulative impacts as part of its Strategic Plan and AB 617 community commitments.

Health impacts are never supplemental in frontline communities. Frontline communities already bear substantial, uncompensated economic burdens from air pollution. Cumulative exposure to PM2.5 and NOx is known to pose a threat to human health. And the avoidable illnesses this pollution engenders have real economic consequences in the form of missed work and school days, high hospitalization costs, premature mortality, and increased caregiving burdens. If compliance costs for polluters are rigorously quantified, but the externalized costs of health harms are not afforded proper deference, the framework’s imbalance will arbitrarily obstruct otherwise crucial measures to protect communities.

Moreover, a fixation on regional macroeconomic analysis may obscure more localized harms that regulated activities create. While we are encouraged by the Air District’s willingness to

incorporate cumulative impact evaluation, this should be embedded throughout the SEA policy, especially in Economic Impact Modeling (Section 4.2).

Finally, we urge you to go beyond mapping regional disparities using CalEnviroScreen alone to assess the cumulative impact on affected communities in the Distributional Analysis (Section 4.3).

² Ltr. From Dr. Phillip Fine to the Hon. Isaac G. Brian, Chair Assemb. Nat. Res. Comm., Cal. State Assemb. (April 9, 2026) (regarding AB 2752-Avila Arias), at page 2, (“[P]redicting changes [to] statewide gas supply levels should be left to the California Energy Commission, which currently performs that function well.”).

CalEnviroScreen seeks to “help [] identify California communities that are most affected by many sources of pollution, and that are often especially vulnerable to pollution effects”³—but it is not, and never has been, a tool to assess neighborhood-level pollution sources.

CalEnviroScreen “[p]resent[s] a relative, rather than an absolute, evaluation of pollution burdens and vulnerabilities in California communities by providing a relative ranking of communities across the state of California.”⁴ CalEnviroScreen does not, and cannot, provide the whole picture of community experiences of pollution. A valuable model for this task is community-based participatory research. This model focuses on opportunities to bring community partners, supported by researchers, to gather data about pollution sources and their proximity to sensitive receptors.⁵ We encourage you to consider adding such a model to the Distributional Analysis.

IV. Rulemaking Must Move Forward

Rulemaking at the Air District is the most consequential task the Air District has to protect the public from harmful air pollution, help clean up the region’s air, and attain federal and state air quality standards. Over the past several decades, most of the region’s air quality improvements can be traced back to regulations that have catalyzed shifts away from the most polluting activities towards more sustainable, health-protective practices.

There are several vital rules that the Air District is currently either implementing, amending, or developing that are well underway and have included multiple workshops and stakeholder engagement. District and stakeholder resources and constituent time has already been spent developing those rules that are now overdue. The Air District should not allow current rulemaking to be upended by the exploration of an SEA revamp.

If the Air District is inclined to move forward with a new SEA policy, we recommend that it not apply to any rules in process or adopted within 18 months of the policy’s adoption.

V. Conclusion

Analytical methodologies are not neutral. The assumptions built into this framework can structurally shape outcomes and bias against the strongest solutions for the region. The SEA framework must not systematically disadvantage transformative pollution-reducing measures. The District’s final policy should center on protecting public health and reducing cumulative impacts, while fully assessing the long-term transition benefits of zero-emissions solutions.

³ OEHHA and CalEPA, CalEnviroScreen 3.0 Factsheet, <https://dtsc.ca.gov/wp-content/uploads/sites/31/2015/09/CalEnviro-Screen-Fact-Sheet-English-accessible.pdf> (last accessed May 12, 2026).

⁴ CalEPA and OEHHA, Update to the California Communities Environmental Health Screening Tool: CalEnviroScreen

⁵ See, e.g., James Sadd, et. al, The Truth, the Whole Truth, and Nothing but the Ground-Truth: Methods to Advance Environmental Justice and Researcher–Community Partnership, 41 Health Education & Behavior, no. 3, 2014, at 281–290, <https://escholarship.org/content/qt7hm4r98d/qt7hm4r98d.pdf>.

Thank you for considering our comments.

Sincerely,

A handwritten signature in black ink, appearing to read 'Fernando Gaytan', with a stylized flourish at the end.

Fernando Gaytan

Senior Attorney

Cc: Dr. Phillip Fine, Executive Officer, Bay Area Air District,
Clerk Marcy Hiratzka, Clerk of the Boards



Policy for Socioeconomic Impact Analysis in Regulatory Development

Board of Directors Meeting

September 2, 2026

Leonid Bak

Economist

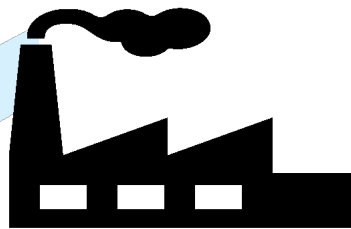
Regulatory Development Division

Recommended Action

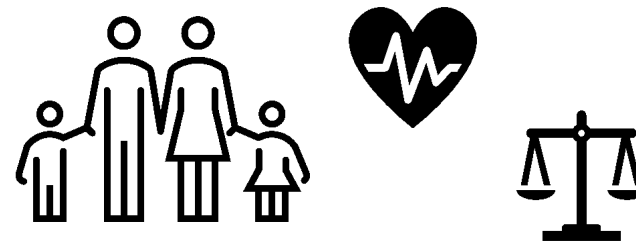
Adopt a policy for how the Air District will conduct socioeconomic impact analyses for Air District regulatory actions. Socioeconomic Impact Analysis policy would set standards and metrics to ensure consistency for analyses conducted beyond the minimum statutory requirements and documents standards of transparency, supporting better informed and equitable decision-making.

What is a Socioeconomic Impact Analysis?

Socioeconomic impact analyses look at how proposed air quality rules affect businesses, jobs, and community well-being.



Business costs



Public Benefits: health, quality of life and environment

Socioeconomic analysis evaluates industrial pollution costs against public benefits, aiming to maintain **economic balance, ensure adequate health and environmental protection**, while **building public engagement and trust**

Key Policy Elements

Scope: Applies to all new and amended air quality regulations

Methodology: Standardized, transparent, and data-driven

Stakeholder Input: Early and ongoing engagement

Equity Considerations: Focus on vulnerable and impacted communities

Required Socioeconomic Analysis Contents

1. **Statutory Context and Need for Action** –why is this rule needed?
2. **Baseline** – what if we don't act?
3. **Directly Affected Businesses and Sectors** –how broad is the rule's impact?
4. **Compliance Costs** – via peer-reviewed methods and models.
5. **Cost-Effectiveness Metrics** – in \$/ton for pollutants.
6. **Economic Impact Analysis (Regional Macroeconomic/Industry)** – measures economic impacts of costs of proposed regulation on area-wide economy via:
 - a. macroeconomic modeling of impacts on economic output and employment;
 - b. assessing impacts on small entities; and
 - c. assessing impacts on consumers.

Enhanced Socioeconomic Analysis

When do we conduct it?

1. Cost is projected to be above \$10 million in direct annual costs
2. Facility is subject to significant additional rules in the past 10 years
3. Economic impacts are direct to the general public or small business
4. Economic impacts are spread over a large number of facility types
5. Proposed rule could significantly impact energy or housing costs

Additional Evaluation Metrics

In addition to the elements found in a standard analysis, enhanced socioeconomic analyses will include:

- Cumulative Air District regulatory costs;
- Impacts on households and affordability by income, race, ethnicity, and gender;
- Relationship of costs to income and housing burden;
- Differences across populations and communities; and
- Impacts on businesses, employees, and customers.

Stationary Source Committee Discussion

At its meeting on July 8, 2026, Stationary Source Committee discussed and recommended that the Board of Directors adopt the Air District's Socioeconomic Impact Analysis Policy. The discussion focused broadly on the main themes from public comments:

1. **Cost vs. Benefit Framing:** a socioeconomic impact analysis report to address the air quality or public health benefits balanced against the costs
2. **Depth of Analysis vs. Rulemaking Speed:** focus efforts on significant regulations by adding enhanced analysis
3. **Baseline Assumptions,** defined as expected conditions in the absence of the proposed rule (“without rule” scenario), will compare proposed outcomes and reflect current economic and environmental conditions.

vs. = versus

Recommended Action

Adopt a policy for how the Air District will conduct socioeconomic impact analyses for Air District regulatory actions.

Questions & Discussion

For more information:

Leonid Bak | Regulatory Development Division | lbak@baaqmd.gov

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: September 2, 2026

Re: Local Community Benefits Fund - Award of Round 1 Benicia Catalyst Grant
Funds

RECOMMENDED ACTION

Award \$40,000,000 in Local Community Benefits Fund grants for the Catalyst Grant in Benicia: \$10,000,000 in recommended funding to Benicia Unified School District and \$30,000,000 in recommended funding to the City of Benicia. Authorize the Executive Officer/APCO to execute grant agreements for the recommended projects.

BACKGROUND

In May 2024, the Air District adopted the Community Benefits Penalty Fund Policy to reinvest penalty funds into communities where violations occurred and support impactful projects. To date, the Air District has generated over \$131 million in penalty funds and similar mitigation funds collected through enforcement actions, poised for reinvestment.

Funding from the Community Benefits Penalty Funds Policy is administered through the Bay Reinvesting Penalties for Air Improvement and Resilience (Bay REPAIR) program. The Community Benefits Penalty Funds Policy sets up a formula that automatically allocates 80% of penalty funds to the Local Community Benefits Fund and 20% to the Regional Community Benefits Fund after meeting a pre-determined threshold and split for specific penalty amounts.

The largest portion of funds to date have been allocated to the Local Community Benefits Fund for Benicia and the Local Community Benefits Fund for Richmond. The Air District has therefore focused its initial fund disbursement efforts on these two geographies.

This memo focuses on Benicia for the Catalyst Grant type.

Program Overview

The Local Community Benefits Fund reinvests penalties and mitigation funds in the specific communities affected by the air quality violations associated with those funds.

Per the Round 1 Grant Guidelines, adopted by the Board of Directors on January 29, 2026, the Program Goals are to:

- Reduce air pollution or mitigate its impacts, improve public health outcomes, and build economic resilience for a just transition away from the harmful effects of a fossil fuel-based economy;
- Advance integrated projects to holistically meet community needs;
- Strengthen community-driven and collaborative solutions.

Grant Strategies

All projects must advance one (or both) of the Local Community Benefit Fund's strategies below.

- *Reduce Air Pollution and Improve Health Outcomes:* This strategy aims to mitigate air pollution harm caused in the past, address health impacts exacerbated by air pollution experienced in the present, and prevent and identify new opportunities to avoid potential air pollution harm in the future.
- *Build Economic Resilience for a Just Transition:* This strategy aims to build economic resilience that also delivers critical benefits related to air quality and public health. This strategy provides targeted economic support to communities experiencing the transition away from fossil fuels and other environment-related disruptions.

Grant Types

To best support a variety of local needs and contexts, the Local Community Benefits Fund offers three (3) grant types:

- Seed Grants fund smaller-scale projects between \$100,000 - \$200,000 led by non-profit organizations
- Opportunity Grants fund multi-stakeholder collaboration over one project or multiple projects. Grant size ranges between \$500,000 - \$5 million
- Catalyst Grants fund multi-stakeholder collaboration over multiple projects. Grant size ranges between \$10 - \$40 million

Catalyst Grant in Benicia

Due to the ongoing strain on the Benicia community's civic and organizational capacity resulting from the Valero refinery closure, the Air District offered two exemptions for Benicia:

1. *Partnerships:* The partnership requirements in Section 4.1 of the Grant Guidelines are waived. While Co-Applicants will not be a required element for the Catalyst Grant in Benicia, applications demonstrating diverse community support will be prioritized.

2. *Application Review and Award Timeline:* Should there be a small number of applications for the Catalyst Grant in Benicia, the Air District may expedite the review of the applications within this grant category.

The Air District has elected to expedite the Benicia Catalyst Grant application process, which is the primary focus of this memo.

Funding Availability

The Local Community Benefits Fund for Benicia and Surrounding Communities has \$66,540,000 in available funding:

- In October 2024, the Air District, in conjunction with the California Air Resources Board, fined Valero Refining Company for air quality violations, resulting in \$60,011,061 in available funds;
- In April 2026, the Air District fined Valero Refining Company for air quality violations, resulting in an additional \$2,250,000 in available funds; and
- Interest accrued on these funds since collection.

Round 1 Application Process for the Benicia Catalyst Grants

Applications for the Local Community Benefits Fund opened on January 29, 2026. Applications for the Benicia Catalyst Grant closed on May 1, 2026. Applications for all other grant categories closed on May 29, 2026.

Over the application period, the Air District provided the following methods of application support and outreach for all prospective applicants:

Overall Grant Support

The Air District implemented multiple outreach approaches to ensure broad and accessible stakeholder engagement.

- *Presentations:* Presented at 14 City and community meetings between fall 2025 - spring 2026
- *Q&A:* Received and answered 250+ stakeholder questions via email
- *Networking Lists:* Maintained voluntary networking lists so applicants could identify potential partnerships and initiate connections independently

Virtual Grant Support Webinars

The Air District delivered webinars to guide applicants at different stages of the application process. These sessions helped applicants understand program requirements, prepare application materials, and identify potential partners. After the webinars, video recordings were published on the Air District website as continued public resources for all interested applicants.

- *Grant Information:* Introduced the program, including goals, eligibility, grant

- categories, and eligible project types. 158 Benicia registrants.
- *Grant Development*: Guided applicants to strengthen their proposal narratives and measurable outcomes. 97 registrants.
- *Tips & Tricks*: Guided applicants through the application process, including key application documents and step-by-step instructions on how to submit an application. 81 registrants.

In-Person Networking Sessions

In partnership with consultant InterEthnica, the Air District hosted two in-person networking sessions to help applicants meet interested parties in their communities, while preserving fairness in a competitive application process. Air District staff hosted these sessions as a direct response to applicant interest and stakeholder feedback, particularly the desire to identify potential partners. Early-stage data indicates strong interest in partnership-building expressed through the informational webinar sign-in forms, applicant questions, and outreach. The Benicia In-Person Networking Session attracted 75 registrants.

Technical Assistance

Consultant Environmental Protection Network (EPN) provided technical assistance to support applicants in understanding program requirements and strengthening their applications.

- *Office Hours*: Held 20 individual office hour sessions to engage in shorter conversations with prospective applicants
- *Technical Assistance*: Worked with 35 prospective applicants in a 1:1 capacity, including discussions of geographic eligibility, project scope alignment, scoring, and partnership requirements
- *Proposal Review*: United States Environmental Protection Agency alumni in EPN's network reviewed approximately 20 proposals across all grant types and both geographies

At a future meeting, Air District staff hope to share collected survey feedback regarding overall Round 1 applicant experience, including whether stakeholders completed an application, barriers faced, effectiveness of grant support efforts, usefulness of technical assistance providers, and overall application process.

DISCUSSION

Round 1 Application Review Process

Both eligible applications were evaluated through a multi-stage review process by Air District staff, a consultant partner, and Community Reviewers and Technical Reviewers.

Completeness Check

Air District staff and the consultant partner reviewed all submitted application materials for completeness. In cases where required materials were missing or incomplete, staff notified applicants with an itemized list and provided a 48-hour (two business day) window to re-submit the missing or incomplete items.

Eligibility Review

Air District staff and the consultant partner applied all relevant eligibility criteria to submitted applications to determine which would advance for further review. Criteria included applicant eligibility (e.g., organization type), geographic eligibility, project eligibility, and financial capacity to manage grant funds. The financial review was led by Ground Works Consulting.

Due to ineligibility related to applicant type and failure to meet the multi-project requirement for the Catalyst Grant category, one (1) application was deemed ineligible and did not advance. Two (2) applications met eligibility requirements and moved forward for further review.

Application Scoring

Both eligible applications advanced to a panel of six (6) reviewers, consisting of two (2) Community Reviewers, one (1) Technical Reviewer from the California Air Resources Board, and three (3) Technical Reviewers from the Air District.

Community Reviewers were recruited through an application process, using criteria such as relevant experience and expertise, community connection and rootedness, and community-focused vision for program impact.

Each reviewer was trained by consultant Ground Works Consulting on the scoring criteria and rubric, bias awareness, and scoring platform; completed confidentiality and conflict-of-interest disclosures; and then scored independently. Reviewers met twice for facilitated check-ins to surface clarifying questions, share perspectives, and listen to insights from one another.

As mentioned, Benicia Catalyst Grant applications are exempted from the Co-Applicant requirement for the Catalyst Grant type. This adjustment removes two scoring criteria categories from Benicia Catalyst Grant applications: partnership composition and partnership co-management. Therefore, instead of scoring out of 150 points total, Benicia Catalyst Grant applications are scored out of 130 points total. All Reviewers were aware of this change, and the scoring platform accounted for this exemption.

Round 1 Applications Received - Benicia Catalyst

The Air District received 3 total grant applications for the Benicia Catalyst Grant type. One application received did not meet eligibility review thresholds per the Guidelines, was deemed ineligible, and did not advance for review.

Both applicants that advanced past eligibility review together submitted 7 Project proposals, collectively totaling \$65,770,910 in funding requested.

Eligible Applications Received

Lead Applicant	Project Title	Funding Request	Overall Score
Benicia Unified School District	Benicia Unified School District Clean Future	\$25,770,910	102 / 130
City of Benicia	Benicia Forward	\$40,000,000	81.5 / 130

The applications that advanced past eligibility review demonstrated strengths and weaknesses. Both applications submitted project elements that demonstrated direct reduction in air pollution and alignment with the grant strategies. Both applications also submitted other project elements that did not demonstrate direct reduction in air pollution nor alignment with the grant strategies. The following is a summary of strengths and weaknesses across both applications:

- Application Submissions: Strengths

- *Reduce Air Pollution and Improve Health Outcomes*

- Project proposals to reduce exposure to indoor air pollution by increasing filtration and reducing emissions, such as envelope air sealing and electric heat pumps
 - Project proposals to reduce the emissions of criteria pollutants or air toxics through activities such as the installation of electric vehicle charging infrastructure, bicycle and pedestrian safety improvements, and tree planting

- *Build Economic Resilience for a Just Transition*

- Environmental student career pathways and training
 - Redevelopment coordination for industrial and polluted properties
 - Economic development planning to advance economic diversification and attract clean and green businesses

- Application Submissions: Weaknesses

- Acquisition and/or maintenance of fossil-fuel powered appliances, building systems, and infrastructure (e.g., diesel generators, gas-powered vehicles, gas-powered Heating, Ventilation, and Air Conditioning (HVAC))
 - Deferred maintenance activities with indirect and unclear impact to air quality improvements
 - Activities lacking concrete, tangible and measurable outcomes, aligned with the program strategies and the proposed budget

- o Overreliance on consultants and subcontractors

Resubmission Process

Air District staff considered both applications to meet the thresholds required to recommend partial grant awards. Staff asked both applicants to better align their applications with the Local Community Benefits Fund grant goals and strategies, focused on the following criteria:

- Fund activities with concrete, tangible and measurable outcomes, aligned with the program goals and the proposed budget
- Prioritize funding that remains within the community (e.g., reduce consultant costs)
- Ensure no duplicative funding and establish clear associated documentation
- Do not fund the acquisition and/or maintenance of fossil-fuel powered appliances, building systems, and infrastructure (e.g., diesel generators, gas-powered appliances and vehicles)

Applicants were asked to re-submit revised application materials for Air District consideration:

- Project Narrative, consisting of two questions
- Measurable Outcomes Plan
- Budget
- Application Summary

Air District staff engaged with both applicants to refine project scopes, workplans, and budgets to maximize community impact to Benicia residents; ensure successful, timely project outcomes; and steward fiscally responsible usage of funds.

Application Resubmission: Benicia Unified School District

Benicia Unified School District (BUSD) resubmitted the following application materials:

Project	Application - Original	Application - Resubmission
Healthy Campuses	\$15,515,869	\$15,515,869
Student Wellness	\$6,304,400	\$4,937,595
Career Pathways	\$3,950,641	---
	\$25,770,910	\$20,453,464

Project 1 Healthy Campuses:

Project 1 proposes facility transformations designed to improve energy efficiency, eliminate fossil fuel dependency, and improve student health.

- Building Envelope: Replacement of over 1,080 windows to stabilize indoor temperatures and seal out industrial pollutants
- Heat Pumps and Air Filtration: Decommissioning legacy units in favor of high-efficiency, electric heat pump systems capable of Minimum Efficiency Reporting Values (MERV) 15 filtration
- Greening: Planting trees and vegetation that capture carbon, filter airborne toxins, and reduce dust and particulate matter

In their resubmission, BUSD offered the following clarifications:

- Clarified that BUSD will be transitioning from gas-powered HVAC to heat pumps capable of Minimum Efficiency Reporting Value (MERV) 15 air filtration
- In response to questions raised during the July 8, 2026 Community Equity, Health, and Justice meeting, clarified that their application does not propose activities or costs that are funded via other sources.
 - BUSD receives Measure C bond funding to make facilities upgrades. In their application resubmission, they state that current construction under Measure C includes new baseball and softball facilities, an all-purpose turf field, parking and utility improvements, and major renovations to the Benicia High School Performing Arts Building. Additional completed projects include HVAC, roofing, flooring, restroom, and security upgrades at some school sites.
 - The BUSD Facilities Master Plan identifies approximately \$80 million in additional unfunded facility needs beyond Measure C funding capacity.
 - BUSD states that the projects contained within their Bay REPAIR application do not duplicate Measure C-funded projects. Specifically, Bay REPAIR funding will provide enhancements that are beyond the scope of the bond program, including high-efficiency MERV 15 filtration, window and door monitoring systems that automatically suspend heating and cooling when doors or windows are open, and the replacement of conventional gas-fired HVAC units with high-efficiency electric heat pumps.

Project 2 Healthy Campuses:

Project 2 establishes a coordinated districtwide Student Wellness system focused on preventing health-related absenteeism through proactive intervention. Project activities include: compiling contact data of students with health-related absences; developing individualized student wellness support plans; providing respiratory health education; assisting families with enrollment in health insurance programs; connecting families with

health resources; and providing care navigation support.

In their resubmission, BUSD provided greater detail on the referral care and navigation support activities and reduced the personnel costs by \$1,366,805.

Application Resubmission: City of Benicia

The City of Benicia resubmitted the following application materials:

Project	Application - Original	Application - Resubmission
Clean Energy	\$7,182,512	\$8,621,508
Clean Mobility	\$5,888,442	\$8,001,507
Just Transition	\$11,430,924	\$11,430,924
Promoting Community Health	\$15,500,120	\$7,580,583
	\$40,000,000	\$35,634,524

Project 1: Clean Energy

Project 1 proposes facility upgrades across Benicia's civic center designed to eliminate fossil fuel dependency and improve solar reliability.

- Heat Pumps: Eliminate gas combustion and install electric heat pumps across City Hall, the Police Department, Library and Community Center.
- Solar System Modernization: Make upgrades, repairs, ongoing inspections and panel care across ten solar system installations.
- Solar Reliability: Connect planning and operational improvements across ten solar system facilities, creating a coordinated municipal clean-energy network rather than a series of isolated sites.

The City removed sub-projects that relied on the maintenance of fossil-fuel equipment and infrastructure, as well as activities that did not demonstrate tangible or measurable outcomes.

Project 2: Clean Mobility

Project 2 proposes investments in electric vehicles, charging infrastructure, active transportation and pedestrian safety improvements.

- Police Department Fleet Transition: Deploy 5 non-patrol electric vehicles and install 2 dual-port charging stations for the Police Department.
- Pedestrian and Bicycle Infrastructure: Improve bike lanes, sidewalks, curb ramps and a pedestrian scramble to improve pedestrian and bicycle safety.

- Active Transportation Planning, Design and Prioritization: Update Benicia's Capital Improvement Plan, develop a Bikeway Plan, and advance projects through preliminary engineering, design and permitting.
- Fire Department Fleet Transition: Deploy an electric fire engine (the first in Solano County) and three electric administrative vehicles and install a charging system at the fire station.
- Public Charging Access: Install five dual-port charging stations at visible community locations, with no cost to the public during the grant term.

The City removed sub-projects that relied on the maintenance of fossil-fuel infrastructure and vehicles.

Project 3: Just Transition

Project 3 proposes establishing a roadmap for Benicia's transition from a refinery-dependent economy to a cleaner, healthier, and more economically resilient future.

- Industrial Site Transition and Decommissioning: Support building an interagency framework for refinery decommissioning and site transition planning
- General Plan and Industrial Zoning Code: Comprehensive update of the City's General Plan and Industrial Zoning Code to reflect a post-refinery economy
- Just Economic Transition and Clean Industry Revitalization: Develop a Just Economic Transition Revitalization Plan for economic diversification and workforce transition, and pair community-driven priorities with clean industry recruitment and business retention activities
- Industrial Safety Ordinance Management: Strengthen Industrial Safety Ordinance implementation, including independent air monitoring during industrial events and public notification practices

Project 4: Promoting Community Health

Project 4 proposes activities to protect residents from air quality and safety threats and improve overall air quality.

- Urban Forestry and Greening: Plant 600 trees and develop a shaded trail connection between parks
- Wildfire Prevention and Readiness: Enhance wildfire prevention and readiness through managing hazardous vegetation, fire inspections, field evaluations and weed abatement
- Safety and Monitoring Equipment: Purchase safety and portable air monitoring equipment for the Fire Department
- Park Infrastructure Improvements: Shade and solar lighting installations at parks to address community-identified recreation needs, reduce exposure to extreme heat and expand opportunities for safe outdoor activity

- Shoreline Open Space Access: Public access, trail and greening improvements at shoreline locations
- Electric Power Tool Transition: Transition the Fire Department's emergency response tools and equipment to battery electric alternatives

The City removed sub-projects that relied on the maintenance of fossil-fuel equipment and infrastructure, as well as activities that did not demonstrate tangible or measurable outcomes.

Award Recommendations

Air District staff recommends the following awards for Board consideration and approval:

Lead Applicant	Funding Request	Funding Recommendation
Benicia Unified School District	\$25,770,910	\$10,000,000
City of Benicia	\$35,634,524	\$30,000,000

Attachment 1 provides a summary of each application recommended for funding. Full applications are available on the Air District website: <https://www.baaqmd.gov/en/Community-Health/Community-Investments-Office>.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for the Local Community Benefits Fund is derived from the Community Benefits Penalty Funds Policy, which was previously adopted by the Board of Directors.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Emi Wang
Reviewed by: Arsenio Mataka

ATTACHMENT(S):

1. Local Community Benefits Fund R1 - Recommended Award Summaries - Benicia Catalyst Grant
2. Local Community Benefits Fund - Award of Round 1 Benicia Catalyst Grant Funds Presentation

Bay REPAIR
Local Community Benefits Fund: Round 1
Application Summaries: Benicia Catalyst Grants
September 2, 2026

SUMMARY

The Air District received two eligible grant applications for the Benicia Catalyst Grant program. To develop funding recommendations, Air District staff applied a multi-step review process that considered reviewer scores, program alignment, technical feasibility, implementation feasibility, and portfolio balance. Project summaries below reflect submitted application materials and proposed grant term activities.

Staff recommend partial awards for both Benicia Catalyst awardees based on factors such as availability of funds, application scoring, program alignment, project scope, budget considerations, and portfolio balance. During award negotiations, staff will work with partial awardees to refine project scopes, workplans, and budgets, maximizing community impact while ensuring timely, fiscally responsible project delivery.

BAY REPAIR FOR BENICIA AND SURROUNDING COMMUNITIES

The following recommendations are submitted for Board consideration and approval:

Lead Applicant	Location	Grant Type	Recommended Award
Benicia Unified School District	Benicia	Catalyst	\$10,000,000
City of Benicia	Benicia	Catalyst	\$30,000,000

RECOMMENDED CATALYST GRANT AWARDEES: APPLICATION SUMMARIES

1) Lead Applicant: Benicia Unified School District

- **Application Title:** BUSD Clean Future
- **Award Recommendation:** \$10,000,000 (**Award Request:** \$25,770,910)
- **Project Location:** Benicia
- **Grant Term:** 5 years
- **Projects:** 1
- **Application Description:** A school facility transformation project serving eight campuses that will improve energy efficiency, reduce exposure to air pollution, and create healthier learning environments for students and staff. The project will replace windows to improve building insulation, stabilize indoor temperatures, and help keep industrial pollution outside while incorporating door and window

sensors that reduce unnecessary heating and cooling. Existing fossil fuel-based heating and cooling equipment will be replaced with high-efficiency electric heat pump systems equipped with MERV 15 filtration to improve indoor air quality, including during refinery flaring incidents and wildfire smoke events. The project will also plant trees and climate-resilient landscaping that capture carbon, filter air pollutants, reduce dust and particulate matter, and support healthier outdoor spaces using drought-tolerant, fire-resistant, and low-allergen vegetation.

2) **Lead Applicant:** City of Benicia

- **Application Title:** Benicia Forward: A Catalyst for a Clean and Resilient Future
- **Award Recommendation:** \$30,000,000 (**Award Request:** \$35,634,524)
- **Project Location:** Benicia
- **Grant Term:** 5 years
- **Projects:** 4
- **Application Description:**
 - o Clean Energy Initiative: A clean energy project serving Benicia's Civic Center that will reduce greenhouse gas emissions, eliminate fossil fuel use in municipal buildings, and improve the reliability of the city's renewable energy infrastructure. The project will replace gas-fired heating systems with high-efficiency electric heat pumps at City Hall, the Police Department, Library, and Community Center, improving energy efficiency while reducing emissions associated with building operations. The project will also modernize ten existing solar energy systems through equipment upgrades, repairs, inspections, and ongoing maintenance to improve system performance, reliability, and long-term clean energy generation.
 - o Clean Mobility Initiative: A transportation initiative that will reduce vehicle emissions, expand access to clean transportation, and improve safety for people walking and bicycling. The project will support the transition of municipal fleets to zero-emission vehicles by deploying five electric vehicles and two dual-port charging stations for the Police Department, as well as an electric fire engine, three electric administrative vehicles, and charging infrastructure for the Fire Department. The project will also improve pedestrian and bicycle safety through upgrades to bike lanes, sidewalks, curb ramps, and a pedestrian scramble. To support long-term active transportation investments, the project will update the City's Capital Improvement Plan, develop a Bikeway Plan, and advance priority projects through preliminary engineering, design, and permitting. In addition, five dual-port public charging stations will be installed in visible community locations and made available to the public at no cost during the grant term.

- o Just Economic Transition: An economic resilience initiative that will help Benicia prepare for the transition from a refinery-dependent economy to a cleaner, healthier, and more economically diverse future. The project will support development of an interagency framework for refinery decommissioning and industrial site transition planning, helping guide future land use and economic development decisions. It will also fund comprehensive updates to the City's General Plan and Industrial Zoning Code to align local policies with a post-refinery economy and evolving community priorities. In addition, the project will develop a Just Economic Transition and Revitalization Plan focused on economic diversification, workforce transition, clean industry attraction, and business retention. The initiative will also strengthen implementation of the Industrial Safety Ordinance through independent air monitoring during industrial incidents and enhanced public notification practices, helping improve transparency and better inform residents during emergency events.
- o Promoting Community Health: A public health initiative that will improve air quality, strengthen emergency preparedness, and expand access to safe and healthy outdoor spaces. The project will plant 600 trees and create a shaded trail connection between parks to reduce urban heat and encourage outdoor recreation. It will also support wildfire prevention and readiness through hazardous vegetation management, fire inspections, and field evaluations, while providing the Fire Department with portable air monitoring and safety equipment to better respond to air quality and emergency incidents. In addition, the project will install shade structures and solar lighting at parks, improve public access and trails along shoreline open spaces, and transition the Fire Department's emergency response tools and equipment to battery electric alternatives.



Local Community Benefits Fund: Award of Round 1 Benicia Catalyst Grant Funds

Board of Directors

September 2, 2026

Emi Wang

Officer

Community Investments Office

Recommended Action

- Award \$40,000,000 in Local Community Benefits Fund awards for the Catalyst Grant in Benicia:
 - \$10,000,000 in recommended funding to Benicia Unified School District
 - \$30,000,000 in recommended funding to the City of Benicia
- Authorize the Executive Officer/APCO to execute grant agreements for the recommended projects

Outline

- Local Community Benefits Fund Overview
- Application Scoring & Review Process
- Eligible Benicia Catalyst Grant Applications
- Application Resubmissions
- Recommended Awards

Core Strategies

Reduce Air
Pollution and
Improve
Health
Outcomes

Build
Economic
Resilience for
a Just
Transition

Anticipated Community Benefits of the Recommended Investments

- **Modernizing public school facilities** to support healthier students and a smaller environmental footprint
- **Transitioning schools away from fossil fuels** with efficient, electric building systems
- **Improving classroom comfort and protection** through better temperature control, cleaner indoor air, and lower exposure to pollution
- **Enhancing school grounds** with trees and vegetation that capture carbon and improve air quality

Anticipated Community Benefits of the Recommended Investments (cont.)

- **Accelerating Benicia's clean energy transition** through building electrification, electric fleet vehicles, and charging infrastructure
- **Making streets safer and more accessible** for cyclists and pedestrians
- **Preparing for a thriving post-refinery future** with a strategy focused on economic resilience, quality jobs, and environmental stewardship
- **Advancing community health and safety** through air quality monitoring and wildfire readiness
- **Greening the city for future generations** with new trees, shaded trails, shoreline improvements, and enhanced public spaces

Benicia and Surrounding Communities: Available Funding

- In October 2024, the Air District and the California Air Resources Board fined Valero Refining Company for air quality violations, resulting in \$60,011,061 in available funds
- In April 2026, the Air District fined Valero Refining Company for air quality violations, resulting in an additional \$2,250,000 in available funds
- Interest that has accrued on these funds since collection

Catalyst Grant

- Supports multi-stakeholder collaboration over multi-project investments that address diverse community needs
- Grant size ranges between **\$10 - \$40 M**
- Grant terms up to five years
- Due to the ongoing strain on the Benicia community's civic and organizational capacity resulting from the Valero refinery closure, the Air District offered two exemptions:
 - Partnership requirements waived for the Catalyst Grant
 - Expedited Air District application review

Applications Received

- The Air District received three Benicia Catalyst grant applications
- One application received did not meet eligibility requirements, was deemed ineligible, and did not advance for review

Community & Technical Reviewers

- Two eligible applications evaluated using the published scoring rubric
- A six-member review panel reviewed both applications
 - 2 Community Reviewers selected through an application process based on expertise, community connection, and commitment to community impact
 - 4 Technical Reviewers from the Air District (3) and California Air Resources Board (1)

Application Scoring

- Reviewers completed confidentiality and conflict-of-interest disclosures
- Consultant Ground Works Consulting provided training on the scoring criteria and bias awareness
- Reviewers independently evaluated and scored each application using the published rubric
- Two facilitated check-ins allowed reviewers to ask clarifying questions, share perspectives, and discuss observations

Note: Reviewers were not expected or required to align their scores or comments

Scoring Rubric

Project Narrative (<i>Seed, Opportunity and Catalyst Grants</i>)		
Strategy Alignment	Clear and compelling alignment with one of the Local Community Benefit Fund's strategies	10
Community Need	Identification of specific community needs rooted in community engagement	10
Community Impact	Feasible project approach to addressing identified community needs and challenges	10
Community Engagement	Specific community engagement strategies during project implementation	10
Measurable Outcomes	Specific, feasible, meaningful, and measurable outcomes tied to Local Community Benefits Fund Program Goals with clear indicators	10
Workplan	Detailed Measurable Outcomes Plan linking measurable outcomes to project tasks and milestones	10
Budget	Reasonable and justified budget sufficient to achieve identified measurable outcomes	10
Project Lead Capacity	Demonstrated management capacity, dedicated staffing/resources and experience necessary to complete the proposed project	10
Alignment with Local, Regional or State Priorities	Demonstrated support from and alignment with existing community, local, regional or statewide priorities or initiatives	10
Project Readiness	Identification of necessary permits, approvals, and site control with concrete steps to obtain them, where applicable	10
		<u>100</u>

Overall Narrative (<i>Opportunity and Catalyst Grants</i>)		
Proposal Vision	Overall vision aligned with the Local Community Benefits Fund Program Goals and community needs	10
Partnership Composition	Multi-stakeholder partnerships rooted in community priorities and leadership with demonstrated organizational connections to the community	10
Partnership Co-Management Structure	Meaningful co-management structures with clear roles, responsibilities, and decision-making processes that outline how partners will collaborate	10
Lead Applicant Management Capacity	Demonstrated ability and dedicated resources to oversee overall implementation	10
Lead Applicant Financial Capacity	Demonstrated ability to manage public funds efficiently with clear financial management and tracking practices	10
		<u>50</u>

Note: Due to the waiver of the co-applicant requirement, Benicia Catalyst applications were scored out of 130 points rather than 150 points

Detailed Scoring Rubric

1. Strategy Alignment	
Does the project demonstrate a clear and compelling alignment tied to one of the Local Community Benefit Fund's strategies? • Reduce air pollution and improve health outcomes • Build economic resilience for a just transition Source: • Project Narrative - Q1 (Project Summary) • Project Narrative - Q2 (Strategy Alignment)	
Score range	Description
9-10 (Excellent)	Clear and compelling overall vision aligned to one of the Local Community Benefits Fund's core strategies. The connection between the project and the strategy is specific, direct, and well-articulated — no ambiguity about which strategy is being advanced or how.
7-8 (Good)	Good alignment with one of the Fund's strategies. The project vision is clear but may lack some specificity in how the project activities directly advance the strategy.
5-6 (Adequate)	Some alignment with a Fund strategy is present but the connection is vague or generic, or the project description does not make a strong case for why this strategy fits.
3-4 (Insufficient)	The project claims alignment with a strategy but the connection is weak, unclear, or superficial. The strategy feels tacked on rather than central to the project design.
0-2 (Poor)	Little to no demonstrated alignment with either Fund strategy. Project vision is absent, unclear, or entirely disconnected from the program's goals.

Benicia Unified School District (BUSD)

Project	Summary	Funding Request	Average Score
Healthy Campuses	"BUSD proposes a comprehensive suite of facility transformations designed to eliminate fossil fuel dependency while creating a 'safety shield' for student and staff health."	\$15,515,869	81 / 100
Student Wellness	"The project will implement coordinated outreach, early identification, and care navigation for students experiencing illness—particularly those affected by respiratory conditions such as asthma and allergies"	\$6,304,400	66 / 100
Career Pathways	"Expand its current Career Technical Education Pathways program by adding an Environmental Resources Pathway and a Biotechnology Pathway as part of the BUSD Clean Future Initiative."	\$3,950,641	75 / 100
<i>Overall Narrative</i>			28 / 30
Total Score			102 / 130
\$ Request		\$25,770,910	

City of Benicia

Project	Summary	Funding Request	Average Score
Clean Energy	"The City Center Community Resilience Campus (Phase 1) brings Heating, Ventilation, and Air Conditioning (HVAC) electrification, solar system modernization, and consolidated backup power."	\$7,182,512	61 / 100
Clean Mobility	"The Clean Mobility Project advances two parallel goals: transitioning city-owned vehicles and infrastructure toward clean energy and making it safer and more practical for Benicia residents to get around without a car."	\$5,886,442	57 / 100
Just Economic Transition	"Four outcomes define success for this project: the Industrial Park stays economically active during the transition; the City's land use policy is updated in time to shape what comes next; the refinery site's decommissioning follows a structured, public process; and the Industrial Safety Ordinance program keeps protecting residents throughout."	\$11,430,924	59 / 100
Promoting Community Health	"The project supports energy transition by replacing reactive spending—emergency wildfire response, deferred park maintenance, crisis-driven fleet repair—with planned, preventive investment that lowers long-term costs and protects the health of Benicia's workforce and families."	\$15,500,120	57 / 100
<i>Overall Narrative</i>			23 / 30
Total Score			81.5 / 130
\$ Request		\$40,000,000	

Application Submissions: Strengths

Reduce Air Pollution and Improve Health Outcomes

- Project proposals to reduce exposure to indoor air pollution by increasing filtration and reducing emissions, such as envelope air sealing and electric heat pumps
- Project proposals to reduce the emissions of criteria pollutants or air toxics through activities such as the installation of electric vehicle charging infrastructure, bicycle and pedestrian safety improvements, and tree planting

Build Economic Resilience for a Just Transition

- Environmental student career pathways and training
- Redevelopment coordination for industrial and polluted properties
- Economic development planning to advance economic diversification and attract clean and green businesses

Application Submissions: Weaknesses

- Acquisition and/or maintenance of fossil-fuel powered appliances, building systems, and infrastructure (e.g., diesel generators, gas-powered vehicles, gas-powered Heating, Ventilation, and Air Conditioning (HVAC))
- Deferred maintenance activities with indirect and unclear impact to air quality improvements
- Activities lacking concrete, tangible, and measurable outcomes aligned with the program strategies and the proposed budget
- Heavy reliance on consultants and subcontractors

Resubmission Process

- Both applicants asked to re-submit revised applications for Air District consideration
- Staff worked closely with both applicants to refine project scopes, workplans, and budgets
- Refinements focused on:
 - Maximizing tangible and measurable benefits for Benicia residents
 - Supporting successful, timely project delivery
 - Ensuring responsible stewardship of public funds

Considerations for Award

- Fund activities with **concrete, tangible, and measurable outcomes** aligned with the program goals and the proposed budget
- Prioritize funding that **stays within the community** (e.g., reduce consultant costs)
- Ensure fiscal accountability by **preventing duplicate funding** and maintaining clear documentation
- **Do not fund the acquisition and/or maintenance of fossil-fuel** powered appliances, building systems, and infrastructure (e.g., diesel generators, gas-powered appliances and vehicles)

Benicia Unified School District

Project	Application – Original	Application – Resubmission
Healthy Campuses	\$15,515,869	\$15,515,869
Student Wellness	\$6,304,400	\$4,937,595
Career Pathways	\$3,950,641	---
	\$25,770,910	\$20,453,464

Project 1: Healthy Campuses

- **Project Funding Request:** \$15,515,869
- **Project Summary:** Facility transformations designed to improve energy efficiency, eliminate fossil fuel dependency and improve student health
 - Building Envelope: Replacement of over 1,080 windows to stabilize indoor temperatures and seal out industrial pollutants
 - Heat Pumps and Air Filtration: Decommissioning legacy units in favor of high-efficiency, electric heat pump systems capable of Minimum Efficiency Reporting Values (MERV) 15 filtration
 - Greening: Planting trees and vegetation that capture carbon, filter airborne toxins, and reduce dust and particulate matter

Project 2: Student Wellness

- **Project Funding Request:** \$4,937,595
- **Project Summary:** Establishes a coordinated districtwide Student Wellness system focused on preventing health-related absenteeism through proactive intervention
 - Project activities include: compiling contact data of students with health-related absences; developing individualized student wellness support plans; providing respiratory health education; assisting families with enrollment in health insurance programs; connecting families with health resources; providing care navigation support

City of Benicia

Project	Application – Original	Application – Resubmission
Clean Energy	\$7,182,512	\$8,621,508
Clean Mobility	\$5,888,442	\$8,001,507
Just Transition	\$11,430,924	\$11,430,924
Promoting Community Health	\$15,500,120	\$7,580,583
	\$40,000,000	\$35,634,524

Project 1: Clean Energy

- **Project Funding Request:** \$15,515,869
- **Project Summary:** Facility upgrades across Benicia's civic center to eliminate fossil fuel dependency and improve solar reliability
 - Heat Pumps: Eliminate gas combustion and install electric heat pumps across City Hall, the Police Department, Library and Community Center
 - Solar System Modernization: Make upgrades, repairs, ongoing inspections and panel care across ten solar system installations
 - Solar Reliability: Connect improvements across ten solar system facilities, creating a coordinated municipal clean-energy network

Project 2: Clean Mobility

- **Project Funding Request:** \$8,001,507.50
- **Project Summary:** Electric vehicle, charging infrastructure, active transportation and pedestrian safety improvements
 - Sub projects include: bike lanes, curb ramps and pedestrian scramble improvements; development of a Capital Improvement Plan and Bikeway Plan; electric vehicles, an electric fire truck and charging infrastructure for the Fire and Police Departments; public charging stations at community locations with no cost to the public during the grant term

Project 3: Just Transition

- **Project Funding Request:** \$11,430,924.50
- **Project Summary:** Establish a roadmap for Benicia's transition from a refinery-dependent economy to a cleaner, healthier, and more economically resilient future
 - Sub-projects include: development of an interagency framework for refinery decommissioning and site transition; comprehensive update of the City's General Plan and Industrial Zoning Code to reflect a post-refinery economy; development of a Just Economic Transition Revitalization Plan and clean industry recruitment and business retention activities; strengthening Industrial Safety Ordinance implementation

Project 4: Promoting Community Health

- **Project Funding Request:** \$7,580,583.10
- **Project Summary:** Protect residents from air quality and safety threats and improve overall air quality
 - Sub-projects include: planting 600 trees and developing a shaded trail connection; enhancing wildfire prevention and readiness; portable air monitoring equipment for the Fire Department; installing shade and solar lighting improvements at parks; public access, trail, accessibility and greening improvements at shoreline locations; and transitioning emergency response tools and equipment to battery electric alternatives

Award Recommendations

Lead Applicant	Funding Request	Funding Recommendation
Benicia Unified School District	\$25,770,910	\$10,000,000
City of Benicia	\$35,634,524	\$30,000,000

Recommended Action

- Award \$40,000,000 in Local Community Benefits Fund awards for the Catalyst Grant in Benicia:
 - \$10,000,000 in recommended funding to Benicia Unified School District
 - \$30,000,000 in recommended funding to the City of Benicia
- Authorize the Executive Officer/APCO to execute grant agreements for the recommended projects

Questions & Discussion

For more information:

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