

Board of Directors
MEETING
October 7, 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

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

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

Office of Supervisor Otto Lee
10th Floor
70 W Hedding St
San Jose, CA 95110

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

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

Mountain View City Hall
City Council Conference Room
Third Floor
500 Castro Street
Mountain View, CA 94040

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>

Members of the public may participate remotely via Zoom at <https://bayareametro.zoom.us/j/81698018310>
or may join Zoom by phone by dialing (669) 900-6833 or (408) 638-0968.
The Webinar ID for this meeting is:
816 9801 8310

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, OCTOBER 7, 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**

OPENING ITEM(S)

3. **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.

4. **Special Orders of the Day**

CONSENT CALENDAR (Items 5 - 19)

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

5. Approval of the Draft Minutes of the Board of Directors Meeting of September 2, 2026

The Board will consider approving the Draft Minutes of the Board of Directors Meeting of September 2, 2026.

6. Notices of Violations Issued and Settlements in Excess of \$10,000 in the Month of August 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 month of August 2026.

7. Personnel Out-of-State Business Travel Report for August 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.

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

The Board of Directors will consider adopting a resolution authorizing the Air District to accept, obligate, and expend up to \$6 million in Clean Cars for All Program funding from the California Air Resources Board.

9. Authorization to Accept Carl Moyer Program and Community Air Protection Incentives Program Funds from the California Air Resources Board

The Board of Directors will consider adopting resolutions to accept, obligate, and expend up to \$27 million in Carl Moyer Program funds and up to \$50 million in Community Air Protection Incentives Program funds from the California Air Resources Board for Fiscal Year 2026-2027 and to participate in the Carl Moyer and Community Air Protection Incentives programs.

10. Authorization to Accept Grant Program Revenues from the United States Environmental Protection Agency for Clean Air Act Section 103 Fine Particulate Matter Activities

The Board of Directors will consider authorizing the Executive Officer/APCO to accept, obligate, and expend up to \$420,278 from the United States Environmental Protection Agency for activities related to Section 103 of the Clean Air Act.

11. Authorization to Accept Grant Program Revenues from the United States Environmental Protection Agency for Clean Air Act Section 105 Activities

The Board of Directors will consider authorizing the Executive Officer/APCO to accept, obligate, and expend up to \$2,350,000 in Clean Air Act Section 105 grant funds from the United States Environmental Protection Agency to support various Air District regulatory programs. The Board of Directors will also consider authorizing the Executive Officer/APCO to (i) execute a memorandum of understanding with the California Air Pollution Control Officers Association to pass through approximately \$615,000 of these grant funds to the California Air Pollution Control Officers Association for the California Air Pollution Control Officers Association's Region 9 Pilot Program; and (ii) pass through approximately an additional \$125,000 of the grant funds to the California Air Pollution Control Officers Association to support the California Air Pollution Control Officers Association administration of the Pilot Program under an existing 2021 memorandum of understanding with the California Air Pollution Control Officers Association.

12. Authorization to Amend Existing Architectural and Engineering Services Contracts with Brereton Architects and Interactive Resources

The Board of Directors will consider authorizing the Executive Officer/APCO to amend the existing Architectural and Engineering services contracts with Brereton Architects and Interactive Resources to 1) increase the not-to-exceed amount of each contract from \$200,000 to \$950,000 through June 30, 2030; and 2) transfer up to \$750,000 in budget appropriations between the capital and professional services budget categories, as needed, to pay for contracted services. The increased authority will provide flexibility to award project-specific work to either firm. If approved, the Executive Officer/APCO will limit combined expenditures under both contracts to \$950,000.

13. Authorization to Execute a Sponsorship Contract with the American Lung Association

The Board of Directors will consider authorizing the Executive Officer/APCO to execute a sponsorship of the American Lung Association in an amount not to exceed \$60,000 to promote Air District programs, highlight the benefits of clean heating and zero emission technology options and provide health professional and medical expert resources for media requests during wildfire season.

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

The Board of Directors will consider authorizing the Executive Officer/APCO to procure the following items for a total amount of \$1,457,801.87 to support air monitoring:

- *Sixteen (16) Federal Equivalent Method continuous particulate matter monitors and accessories from Met One Instruments, Inc.;*
- *One (1) black carbon analyzer and accessories from Magee Scientific and purchased through Sonoma Technology, Incorporated;*
- *Thirteen (13) gas calibrators from Thermo Environmental Instruments, LLC;*
- *Ten (10) Federal Equivalent Method nitrogen dioxide analyzers from Thermo Environmental Instruments, LLC;*
- *Two (2) Federal Equivalent Method ozone analyzers from Thermo Environmental Instruments, LLC;*
- *Two (2) primary standard ozone calibrators from Thermo Environmental Instruments, LLC;*
- *Two (2) Federal Equivalent Method sulfur dioxide analyzers from Thermo Environmental Instruments, LLC*
- *Two (2) Federal Reference Method sequential filter-based particulate matter samplers from Thermo Environmental Instruments, LLC;*
- *One (1) ultrafine particle counter from TSI, Inc.;*
- *Eleven (11) zero air generators from Teledyne Instruments;*
- *One (1) upgrade kit for a Federal Equivalent Method continuous particulate matter monitor from Teledyne Instruments; and*
- *Fifteen (15) flow calibrators from Met One Instruments, LLC.*

15. Authorization to Attend the United Nations Framework Convention on Climate Change Conference of the Parties 31 and Related Events

The Board of Directors will consider 1) authorizing Chair Lynda Hopkins and Vice Chair Vicki Veenker to travel to Antalya, Turkey, to attend the United Nations Framework Convention on Climate Change Conference of Parties 31 and related events and receive compensation and reimbursement per the Air District's Meeting Compensation and Expense Reimbursement Policy, and 2) authorizing the reimbursement of lodging expenses for the Chief of Staff to Chair Hopkins to accompany the Air District delegation to provide logistics, communications, media relations, and policy support (with airfare and other expenses to be paid by non-Air-District funds).

16. Report of the Stationary Source Committee Meeting of September 9, 2026

The Board of Directors will receive a report of the Stationary Source Committee Meeting of September 9, 2026.

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

17. Report of the Community Equity, Health, and Justice Committee Meeting of September 9, 2026

The Board of Directors will receive a report of the Community Equity, Health, and Justice Committee Meeting of September 9, 2026.

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

18. Report of the Policy, Grants, and Technology Committee Meeting of September 16, 2026

The Board of Directors will receive a report of the Policy, Grants, and Technology Committee Meeting of September 16, 2026.

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

19. Report of the Community Advisory Council Meeting of September 17, 2026

The Board of Directors will receive a report of the Community Advisory Council meeting of September 17, 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)

Action items are items in which a formal action by the Board of Directors is requested or recommended. The Board may take the action requested or recommended, may take a different action within the scope of the agenda item, or may take no action.

20. Hearing Board Member Appointments

The Board of Directors will conduct an interview and consider appointment of a Hearing Board member for the Medical Professional alternate seat, and will consider re-appointment of members for the Professional Engineer and Public principal and alternate seats. This item will be presented by Hyacinth Hinojosa, Deputy Executive Officer of Finance and Administration.

21. Recommendations to Strengthen Collaboration between the Community Advisory Council and the Board of Directors

The Board of Directors will consider the Community Advisory Council's recommendations to strengthen collaboration and communication between the Board of Directors and the Community Advisory Council along with staff's proposal for implementation of those recommendations. At the April 8, 2026, Community Equity, Health, and Justice Committee meeting, Community Advisory Council Co-Chairs Latasha Washington and William Goodwin presented Recommendations to Strengthen Collaboration between the Board of Directors and the Community Advisory Council. At that meeting, staff provided responses to each recommendation. The Board will consider each of the recommendations and staff's proposed responses and provide direction to staff on the implementation of the recommendations. This item will be presented by Anyania Muse, Acting Community Advisory Council Officer.

22. People's Air Grant Program: Award Recommendations

The Board of Directors will consider awarding \$3,000,000 in People's Air Grant funds (non-penalty funds originally derived from the Community Benefit Designated Reserves) for recommended projects in impacted communities to reduce exposure to air pollution and address public health impacts. The Board of Directors will consider authorizing the Executive Officer/APCO to transfer \$3,000,000 from Community Benefit Designated Reserves to support and fund the People's Air Grant Program and execute grant agreements for the recommended projects. This item will be presented by Elinor Mattern, Senior Staff Specialist in the Environmental Justice Division.

23. Bay REPAIR Local Community Benefits Fund – Award of Round 1 Grants

The Board of Directors will consider awarding \$26,540,000 in Bay REPAIR Local Community Benefits Fund grants for Benicia and Surrounding Communities and \$38,752,145 in grants for Richmond and Surrounding Communities. The Board of Directors will consider authorizing the Executive Officer/APCO to execute grant agreements for the recommended projects. The Community Equity, Health, and Justice Committee recommended approval of this item at its September 9, 2026, meeting. This item will be presented by Emi Wang, Officer, and Letitia Carpenter and Lisa Hu, Senior Staff Specialists, in the Community Investments Office.

DISCUSSION ITEM(S)

Discussion items are items in which no formal action by the Board of Directors is requested or recommended. These items are intended primarily to provide information and an opportunity for the Board to discuss the matter. The Board may nevertheless take any action within the scope of the agenda item.

24. Regulatory Development Overview: Potential Warehouse Rule

The Board of Directors will discuss a regulatory development overview covering the Warehouse Rule Concept Paper and related Stationary Source Committee presentations to date. The Board will also discuss a potential Warehouse Rule. Information considered will include background on indirect sources, impetus for rulemaking including past commitments from the Board, how these emissions are addressed in other air districts, and regulatory concepts related to addressing warehouse air pollution and its impacts. This item will be presented by Christopher Easter, Senior Air Quality Specialist in the Regulatory Development Division.

OTHER BUSINESS

25. 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)

26. Report of the Executive Officer/APCO

27. Chairperson's Report

28. Time and Place of Next Meeting

Wednesday, November 4, 2026, at 9:00 a.m. The meeting will be held in-person at the Bay Area Metro Center. Members of the Board of Directors must attend in person at the Bay Area Metro Center; members of the public will be able to attend in person or virtually via webcast.

29. 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

OCTOBER 2026

<u>TYPE OF MEETING</u>	<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>ROOM</u>
Advisory Council	Monday	5	9:00 a.m.	1 st Floor Board Room
Board of Directors Meeting	Wednesday	7	10:00 a.m.	1 st Floor Board Room
Board of Directors Stationary Source Committee	Wednesday	14	10:00 a.m.	1 st Floor, Yerba Buena Room
Board of Directors Community Equity, Health, and Justice Committee	Wednesday	14	1:00 p.m.	1 st Floor, Yerba Buena Room
Board of Directors Policy, Grants and Technology Committee – CANCELLED	Wednesday	21	10:00 a.m.	1 st Floor Board Room
Board of Directors Finance and Administration Committee	Wednesday	21	1:00 p.m.	1 st Floor Board Room
Community Advisory Council Retreat	Thursday	29	10:00 a.m.	Sheraton Sonoma Wine Country Petaluma Great Blue Heron Room 745 Baywood Dr. Petaluma, CA 94954

9/30/2026 – 11:40 a.m. HL

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: October 7, 2026

Re: Approval of the Draft Minutes of the Board of Directors Meeting of September
2, 2026

RECOMMENDED ACTION

Approve the Draft Minutes of the Board of Directors Meeting of September 2, 2026.

BACKGROUND

None.

DISCUSSION

Attached for your review and approval are the Draft Minutes of the Board of Directors Meeting of September 2, 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 September 2, 2026_AG

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

Board of Directors Meeting
Wednesday, September 2, 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, Chris Clark, Brian Colbert, Juan González III, Tyrone Jue, Bilal Mahmood, Gabe Quinto, 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: (Office of Santa Clara County, 70 W. Hedding St, 1st Floor Conference Room, San Jose, CA 95110): Director Otto Lee.

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 John Gioia.

Present, In-Person Satellite Location: (Office of Alameda County Supervisor David Haubert, Scott Haggerty House, 4501 Pleasanton Ave., Pleasanton, CA 94566): Directors David Haubert and Mark Salinas.

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

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

Absent: Director Brian Barnacle.

2. **PLEDGE OF ALLEGIANCE**

CLOSED SESSION (10:06 a.m.)

Public Comments

Public comments were given by Rochele Henderson.

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: Alexander Crockett, General Counsel, announced that there was no reportable action.

OPEN SESSION (10:30 a.m.)

4. **SPECIAL ORDERS OF THE DAY**

Chair Hopkins welcomed the following new Air District employees: Dr. Rohan Radhakrishna, Health Officer; Rachel Bennett, Manager II in Community Investments Office; Letitia Carpenter, Senior Staff Specialist in Community Investments Office; and Shannon King, Assistant Staff Specialist in Community Investments Office.

Chair Hopkins also congratulated Mausam Jamwal on her recent promotion to Senior Environmental Planner in the Planning & Climate Protection Division.

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

Public comments were given by Colleen Fitzgerald, Earthjustice; Katrina Tomas, Earthjustice; Pooja Agarwal; Rochele Henderson; Fernando Gaytan, Earthjustice; Jack Fleck, No Coal East Bay Coalition; Mars Keith, Sierra Club; Ashia Ajani, Sierra Club; Trevor Justice; Arieann Harrison; and Patrick Messac.

CONSENT CALENDAR (ITEMS 6 – 20)

6. Approval of 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 and July 2026
8. Personnel Out-of-State Business Travel Report for June and July 2026
9. Fiscal Year 2025-2026 Sponsorship Annual Report
10. Proposed Memorandum of Understanding between the Air District and the Bay Area Air Quality Management District Employees' Association and Related Actions
[Click here to view Board Resolution 2026-07](#)
11. Authorization to Amend Represented Classifications
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
13. Authorization to Amend Contract with Environmental Audit, Inc. for California Environmental Quality Act Support Services
14. Authorization to Execute Contract with SHI International Corp. for Microsoft Software Licensing and Cloud Services
15. Authorization to Execute Contract with InterEthnica for Community Engagement, Communications and Related 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
17. Authorization to Purchase Equipment to Support the Bay Area Regional Evaluation of Air Toxics and Health Effects Program
18. Report of the Stationary Source Committee Meeting of July 8, 2026
19. Report of the Community Equity, Health, and Justice Committee Meeting of July 8, 2026
20. Report of the Community Advisory Council Meeting of July 16, 2026

Public Comments

No requests received.

Board Comments

None.

Board Action

Director González made a motion, seconded by Director Young, to **approve** Consent Calendar Items 6 through 20, 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, Lee, Mahmood, Medina, Mueller, Quinto, Salinas, Sell, Tam, Veenker, Walton, Young.
ABSTAIN:	None.
NOES:	None.
ABSENT:	Barnacle.

ACTION ITEMS

21. POLICY FOR SOCIOECONOMIC IMPACT ANALYSIS IN REGULATORY DEVELOPMENT

Leonid Bak, Economist, gave the staff presentation *Policy for Socioeconomic Impact Analysis in Regulatory Development*, including: recommended action; what is a socioeconomic impact analysis; key policy elements; required socioeconomic analysis contents; enhanced socioeconomic analysis; Stationary Source Committee discussion; and recommended action.

The Stationary Source Committee recommended adoption of this policy at its meeting on July 8, 2026.

Public Comments

Public comments were given by Fernando Gaytan, Earthjustice; Tim Sbranti, Contra Costa Building and Construction Trades Council; Mark Williams, Jr., Environmental Justice League (EJL); Charmaine Robinson, Oakland resident; Tina Flores, Concord resident; Chaha Parker, Oakland resident; Camika Robinson; Yvonne Eashman, Richmond resident; Matt Regan, Bay Area Council; Patrick Messac; Mark Orcutt, East Bay Leadership Council; and Ms. Margaret Gordon, West Oakland Environmental Indicators Project.

Board Comments

The Board and staff discussed the manner in which a socioeconomic analysis changes the design of an Air District rule; whether the Board will see the cumulative costs of implemented rules on the regulated community; clarification on what cost is projected to be above \$10M in direct annual costs; additional evaluation metrics; whether the new socioeconomic impact analysis policy will be applied to the development of Rule 9-6 or upon future permit applicants; perceived weaknesses on industry regarding cumulative impacts; baseline assumptions; whether the new socioeconomic impact analysis policy would include a retrospective downstream incremental expenditure cost to live in the Bay Area, whether it would delay health benefits, or result in unintended consequences; the difficulty of quantifying health benefits; how upfront costs will be handled; and the fact that actual costs may differ from preliminary industry estimates and could ultimately be lower than forecasted.

Board Action

Director Carlson made a motion, seconded by Director González, to **adopt** a policy for how the Air District will conduct socioeconomic impact analyses for Air District regulatory actions; the motion **carried** by the following vote of the Board:

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

22. LOCAL COMMUNITY BENEFITS FUND – AWARD OF ROUND 1 BENICIA CATALYST GRANT FUNDS

Emi Wang, Community Investments Officer, gave the staff presentation, *Local Community Benefits Fund: Award of Round 1 Benicia Catalyst Grant Funds*, including: recommended action; outline; Benicia and surrounding communities: available funding; Catalyst Grant; applications received; community and technical reviewers; application scoring; scoring rubric; detailed scoring rubric; Benicia Unified School District (BUSD); City of Benicia; application submissions: strengths and weaknesses; resubmissions process; considerations for award; BUSD Projects 1 and 2; City of Benicia Projects 1, 2, 3, and 4; award recommendations; and recommended actions.

Public Comments

Public comments were given by Vallejo resident; and Stephen Golub, Benicia resident.

Board Comments

The Board and staff discussed the manner in which the additional available funding (for Benicia and surrounding communities) collected since October 2024 will be allocated; whether the Air District has considered whether interest accrued on awarded project funds could be leveraged to establish an endowment or similar long-term funding mechanism to support community benefits, such as youth sports or food recovery programs, or other local initiatives; grant advance guidelines; whether project application modifications are allowed; concerns that smaller non-profit organizations often have limited capacity and resources to prepare competitive applications, which can create barriers to participation in the program; BUSD's Measure C, a \$122.5 million local school bond approved by voters in March 2024, which was to modernize Career Technical Education classrooms and labs; whether the City of Martinez (and surrounding communities) will eventually have its own available funding; whether the BUSD schools have high-efficiency air filtration systems designed to protect students from heavy wildfire smoke and unhealthy pollution air conditioning during emergencies; whether BUSD has experienced average daily attendance loss; the anticipated health benefits and impacts associated with implementation of the recommended projects and the process for reporting those outcomes to the Board; how planning-related activities like zoning and General Plan updates might align with the purpose of the Local Community Benefits Fund; to what extent grantees have flexibility in determining how awarded funds are used, and what expenditure requirements or limitations are established by the Air District; grant agreement requirements and indicators; appreciation for executive leadership adopting a revised approach that emphasizes reinvesting penalty revenues in impacted communities, with funding directed toward local benefits rather than being retained for agency purposes; the public perception that the City of Benicia or the Air District was responsible for the closure of the Valero refinery, and the fact that regulatory investigations and enforcement matters are conducted independently of the Board of Directors, whose members are elected officials, in part to maintain appropriate separation between enforcement activities and policymaking responsibilities; and appreciation for the Air District/Valero settlement, rather than a drawn out court process that would have impacted available funding for the Local Communities Benefits Fund.

Board Action

Director Young made a motion, seconded by Director Brown, to do the following:

- 1) Award \$40,000,000 in Local Community Benefits Fund awards for the Catalyst Grant in Benicia:
 - a. \$10,000,000 in recommended funding to Benicia Unified School District
 - b. \$30,000,000 in recommended funding to the City of Benicia
- 2) Authorize the Executive Officer/Air Pollution Control Officer (APCO) to execute grant agreements for the recommended projects.

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

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

OTHER BUSINESS

23. **BOARD MEMBER COMMENTS**

Vice Chair Veenker thanked Air District executives for attending a workshop for elected officials, co-hosted by the Cities Association of Santa Clara County and Silicon Valley Clean Energy on August 31, 2026. This workshop was held for elected officials to learn about upcoming changes to the Bay Area Air District's appliance rules, proposed exemptions, and other key details, along with insights from contractors on the realities of heat pump installation.

24. **REPORT OF THE EXECUTIVE OFFICER / APCO**

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

- The Board's next Stationary Source Committee meeting will occur on September 9 2026, at 10:00 a.m. Topics will include: State and Regional Efforts to Advance the Equitable Transition to Clean Appliances and Permitting Research & Development: Unlocking Innovation.
- The Board's next Community Equity, Health, & Justice Committee meeting will occur on September 9, 2026, no earlier than 1:00 p.m. Topics will include: Local Community Benefits Fund – Award of Round 1 Funds.
- The Board's next Policy, Grants, & Technology Committee meeting will occur on September 16, 2026, at 10:00 a.m. Topics will include: State and Federal Legislative Updates.
- Engineering and Permit Backlog Staffing Update – To address the backlog staffing plan the Board approved, along with annual attrition, we have internally promoted or hired 36 staff in the Engineering Division in the past year. Further, we have another 13

permanent positions, 8 limited term contract positions, and lateral transfers for the backlog team currently in active recruitment.

A few key positions I want to call to your attention are:

- 1 Backlog Manager, who is starting in about two weeks
- 1 Consistency/BACT senior Engineer
- 1 Communications senior Engineer, who serves as the liaison to the Board ad hoc on permitting and the Permitting Efficiency Taskforce
- 2 Engineering Program Managers

Speaking of the Engineering Program Managers, the Bay Area Clean Water Agencies recently approved a 3-year funding agreement with the Air District. In addition, one of our participant facilities recently received a permit for a new technology in just over four months. This was accomplished without sacrificing any permitting rigor or jumping ahead of other facilities.

Our pending permit application numbers are going down. In March 2025 we had 1130 NSR permit applications in review; in August that number was down to 930. That's an 18% reduction less than 18 months. Remember the final goal is 50% reduction with no delays, given there will always be 500-600 applications in working inventory.

Lastly, our database and tracking systems have advanced significantly, allowing us to track permit applications in near real time as they move through each stage of the process and giving us greater confidence in our improving performance. We have also greatly improved transparency based on feedback from industry groups. Applicants can now log in to see where their permits are in the process and find contact information for the engineer assigned to their application, and continue to enhance the system, with new communication and tracking features anticipated soon.

25. CHAIRPERSON'S REPORT

Chair Hopkins announced the following:

- On September 21, 2026, the Air District will host a public meeting in Richmond on the Chevron Health Risk Assessment, at the Richmond Auditorium at 5:00 p.m. Please contact Deputy Executive Officer Viet Tran for more information.
- On September 16 and 24, 2026, the Air District will host a public workshop on potential amendments to Flare Monitoring rules 12-11 and 12-12 in Martinez and Richmond, respectively, both at 6:00 p.m., virtually and in person. Please contact Deputy Executive Officer Greg Nudd for more information.
- The November 4, 2026 Board meeting may need to start at 9:00 a.m., as a high volume of public speakers are anticipated. Vanessa Johnson, Manager of Executive Operations, will poll the Board members' availability to begin the meeting at 9:00 a.m. that day.

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 meeting was adjourned at 1:30 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: October 7, 2026

Re: Notices of Violations Issued and Settlements in Excess of \$10,000 in the
Month of August 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 - August 2026

NOTICES OF VIOLATIONS ISSUED

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

Alameda						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comments
Alameda County GSA	B3909	San Leandro	A66216A	8/27/26	2-1-301	No Authority to Construct and No Permit to Operate
Alameda County GSA	B3909	San Leandro	A66216B	8/27/26	2-1-302	No Authority to Construct and No Permit to Operate
Bourbon Coffee Company Inc. Roastery	S777827	San Leandro	A66214A	8/18/26	2-1-301	No Authority to Construct and No Permit to Operate
Bourbon Coffee Company Inc. Roastery	S777827	San Leandro	A66214B	8/18/26	2-1-302	No Authority to Construct and No Permit to Operate
Fremont Chevron	C7293	Fremont	A65738A	8/13/26	8-7-301.6	Gasoline Dispensing Facility Violation
Independent Recycling Services	S765367	Oakland	A65393A	8/12/26	2-1-302	No Permit to Operate
Industrial Electric Manufacturing	E5307	Fremont	A65081A	8/12/26	2-1-301	No Authority to Construct and No Permit to Operate
Industrial Electric Manufacturing	E5307	Fremont	A65081B	8/12/26	2-1-302	No Authority to Construct and No Permit to Operate
Kaiser Hospital	E0428	San Leandro	A66212A	8/12/26	9-7-506	Boiler Emissions Violation
Kaiser Hospital	E0428	San Leandro	A66213A	8/12/26	2-1-307	Permit Requirement/Condition Violation
Lam Research Corporation - Fremont Campus	A3152	Fremont	A65850A	8/17/26	2-1-307	Permit Requirement/Condition Violation
Lam Research Corporation - Fremont Campus	A3152	Fremont	A65851A	8/24/26	2-1-307	Permit Requirement/Condition Violation
Port of Oakland	A1307	Oakland	A62673A	8/20/26	2-1-307	Permit Requirement/Condition Violation
Red Bay Coffee Company	E4238	Oakland	A65848A	8/5/26	2-1-307	Permit Requirement/Condition Violation

Rich Products Corporation	E1655	Union City	A65849A	8/5/26	2-1-301	No Authority to Construct and No Permit to Operate
Rich Products Corporation	E1655	Union City	A65849B	8/5/26	2-1-302	No Authority to Construct and No Permit to Operate
Safeway Fuel Center #2856	S200023	Pleasanton	A63639A	8/6/26	8-7-314	Gasoline Dispensing Facility Violation
Synergy EE, Inc.	S794268	Hayward	A64057A	8/6/26	11-2-303.6	Asbestos Violation
Tesla, Inc.	A1438	Fremont	A66253A	8/6/26	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A66254A	8/6/26	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A66255A	8/6/26	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A66256A	8/6/26	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A66257A	8/6/26	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A66258A	8/6/26	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A66259A	8/6/26	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A66260A	8/6/26	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A66261A	8/6/26	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A66262A	8/6/26	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A66263A	8/10/26	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A66264A	8/10/26	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A66265A	8/10/26	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A66266A	8/10/26	2-6-307	Title V Requirement/Permit Condition Violation

Tesla, Inc.	A1438	Fremont	A66267A	8/10/26	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A66268A	8/10/26	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A66269A	8/10/26	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A66270A	8/10/26	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A66271A	8/10/26	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A66272A	8/10/26	2-6-307	Title V Requirement/Condition Violation
Tesla, Inc.	A1438	Fremont	A66273A	8/10/26	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A66274A	8/10/26	2-6-307	Title V Requirement/Permit Condition Violation
Tesla, Inc.	A1438	Fremont	A66275A	8/10/26	2-6-307	Title V Requirement/Permit Condition Violation
Torani (R. Torre and Co.)	S760756	San Leandro	A66217A	8/28/26	9-7-506	Boiler Emissions Violation
Tosco Facility #11101	C9273	Union City	A65737A	8/12/26	8-7-301.13	Gasoline Dispensing Facility Violation
Tosco Facility #11101	C9273	Union City	A65737B	8/12/26	8-7-302.3	Gasoline Dispensing Facility Violation
Walmart #5434	E0581	San Leandro	A66215A	8/20/26	2-1-301	No Authority to Construct

Contra Costa						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comments
AAK USA Richmond Corp.	S812254	Richmond	A64394A	8/18/26	2-1-301	No Authority to Construct and No Permit to Operate
AAK USA Richmond Corp.	S812254	Richmond	A64394B	8/18/26	2-1-302	No Authority to Construct and No Permit to Operate
Chevron Products Company	A0010	Richmond	A60107A	8/10/26	2-1-307	Permit Requirement/Condition Violation

Chevron Products Company	A0010	Richmond	A65326A	8/3/26	8-8-315	Wastewater Collection and Separation Systems Violation
Chevron Products Company	A0010	Richmond	A65327A	8/10/26	2-1-307	Permit Requirement/Condition Violation
City of Richmond (Keller Beach Sta)	B7299	Richmond	A66235A	8/6/26	2-1-301	No Authority to Construct and No Permit to Operate
City of Richmond (Keller Beach Sta)	B7299	Richmond	A66235B	8/6/26	2-1-302	No Authority to Construct and No Permit to Operate
GM Concrete Mix LLC	S794306	Martinez	A65929A	8/6/26	2-1-301	No Authority to Construct and No Permit to Operate
GM Concrete Mix LLC	S794306	Martinez	A65929B	8/6/26	2-1-302	No Authority to Construct and No Permit to Operate
Phillips 66 Company - San Francisco Refinery	A0016	Rodeo	A65687A	8/5/26	8-18-401.2	Equipment Leak Violation
Tesoro Refining & Marketing Company, LLC	B2758	Martinez	A65892A	8/14/26	2-6-307	Title V Requirement/Permit Condition Violation
Tesoro Refining & Marketing Company, LLC	B2758	Martinez	A65893A	8/14/26	2-6-307	Title V Requirement/Permit Condition Violation

Napa						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comments
Copart Yard 190 Napa	S766779	American Canyon	A65636A	8/14/26	2-1-301	No Authority to Construct and No Permit to Operate
Copart Yard 190 Napa	S766779	American Canyon	A65636B	8/14/26	2-1-302	No Authority to Construct and No Permit to Operate

San Francisco						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comments

SAGE Centers dba SAGE San Francisco	B9994	San Francisco	A64041A	8/3/26	2-1-307	Permit Requirement/Condition Violation
United Airlines, Inc.	A0051	San Francisco	A65561A	8/20/26	2-6-307	Title V Requirement/Permit Condition Violation
United Airlines, Inc.	A0051	San Francisco	A65562A	8/20/26	2-6-307	Title V Requirement/Permit Condition Violation
United Airlines, Inc.	A0051	San Francisco	A65563A	8/20/26	2-6-307	Title V Requirement/Permit Condition Violation

San Mateo						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comments
Vinod Bansal	S812419	Redwood City	A66189A	8/14/26	8-7-302.3	Gasoline Dispensing Facility Violation

Santa Clara						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comments
Bryan Ferraro	S811703	Mountain View	A64058A	8/11/26	11-2-303.6	Asbestos Violation
De Anza Shell	C7071	Cupertino	A65466A	8/24/26	2-1-307	Permit Requirement/Condition Violation
E2 Architecture	S784911	Campbell	A65463A	8/4/26	11-2-401.5	Asbestos Violation
Elan at River Oaks Apartments	S811826	San Jose	A66188A	8/11/26	11-2-303.8	Asbestos Violation
Elcon Precision LLC	A2197	San Jose	A65545A	8/14/26	2-1-307	Permit Requirement/Condition Violation
Elcon Precision LLC	A2197	San Jose	A65546A	8/14/26	2-1-301	No Authority to Construct and No Permit to Operate
Elcon Precision LLC	A2197	San Jose	A65546B	8/14/26	2-1-302	No Authority to Construct and No Permit to Operate
Great House	S811901	Santa Clara	A65464A	8/17/26	11-2-303.8	Asbestos Violation
Hillhouse Construction	S791266	San Jose	A64055A	8/4/26	11-2-303.8	Asbestos Violation

Kaiser Foundation Hospital	B5885	Santa Clara	A65564A	8/19/26	2-1-307	Permit Requirement/Condition Violation
Leo Recycle	E2967	San Jose	A64473A	8/11/26	2-1-302	No Authority to Construct and No Permit to Operate
Leo Recycle	E2967	San Jose	A64473B	8/11/26	2-1-301	No Authority to Construct and No Permit to Operate
Munoz Building Maintenance	S794102	San Martin	A65462A	8/4/26	11-2-401.3	Asbestos Violation
Roderick Cooper Demolition	S812425	Palo Alto	A65465A	8/24/26	11-2-401.3	Asbestos Violation
Roderick Cooper Demolition	S812425	Palo Alto	A65465B	8/24/26	11-2-303.8	Asbestos Violation
Roderick Cooper Demolition	S812425	Palo Alto	A65465C	8/24/26	11-2-303.3	Asbestos Violation
Safeway Inc. #2900	E2687	San Jose	A65418A	8/21/26	2-1-307	Permit Requirement/Condition Violation
Safeway Inc. #2948	E3116	Mountain View	A66132A	8/14/26	2-1-307	Permit Requirement/Condition Violation
Saratoga Retirement Community	B3333	Saratoga	A66133A	8/28/26	2-1-307	Permit Requirement/Condition Violation
Saratoga Retirement Community	B3333	Saratoga	A66134A	8/28/26	2-1-307	Permit Requirement/Condition Violation
Saratoga Retirement Community	B3333	Saratoga	A66135A	8/28/26	2-1-301	No Authority to Construct and No Permit to Operate
Saratoga Retirement Community	B3333	Saratoga	A66135B	8/28/26	2-1-302	No Authority to Construct and No Permit to Operate

Solano						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comments
Aasim Enterprises	S794220	Benicia	A66187A	8/4/26	8-7-301.13	Gasoline Dispensing Facility Violation
Aasim Enterprises	S794220	Benicia	A66187B	8/4/26	8-7-302.3	Gasoline Dispensing Facility Violation
California Highway Patrol	C7794	Vallejo	A57298A	8/10/26	2-1-307	Permit Requirement/Condition Violation
California Highway	C7794	Vallejo	A57298B	8/10/26	8-7-301.6	Gasoline Dispensing Facility Violation

Patrol						
Valero Refining Company - California	B2626	Benicia	A64493A	8/18/26	2-1-307	Permit Requirement/Condition Violation
Valero Refining Company - California	B2626	Benicia	A64493B	8/18/26	10	Code of Federal Regulation Violation
Valero Refining Company - California	B2626	Benicia	A64494A	8/18/26	2-1-307	Permit Requirement/Condition Violation
Valero Refining Company - California	B2626	Benicia	A64494B	8/18/26	10	Code of Federal Regulation Violation
Valero Refining Company - California	B2626	Benicia	A65884A	8/18/26	2-1-307	Permit Requirement/Condition Violation
Valero Refining Company - California	B2626	Benicia	A65884B	8/18/26	10	Code of Federal Regulation Violation
Valero Refining Company - California	B2626	Benicia	A65885A	8/18/26	2-1-307	Permit Requirement/Condition Violation
Valero Refining Company - California	B2626	Benicia	A65885B	8/18/26	10	Code of Federal Regulation Violation
Valero Refining Company - California	B2626	Benicia	A65886A	8/18/26	2-1-307	Permit Requirement/Condition Violation
Valero Refining Company - California	B2626	Benicia	A65886B	8/18/26	10	Code of Federal Regulation Violation
Valero Refining Company - California	B2626	Benicia	A65887A	8/18/26	2-1-307	Permit Requirement/Condition Violation
Valero Refining Company - California	B2626	Benicia	A65887B	8/18/26	10	Code of Federal Regulation Violation
Valero Refining Company - California	B2626	Benicia	A65888A	8/24/26	2-1-307	Permit Requirement/Condition Violation

Valero Refining Company - California	B2626	Benicia	A65888B	8/24/26	10	Code of Federal Regulation Violation
Valero Refining Company - California	B2626	Benicia	A65889A	8/24/26	2-1-307	Permit Requirement/Condition Violation
Valero Refining Company - California	B2626	Benicia	A65889B	8/24/26	10	Code of Federal Regulation Violation
Valero Refining Company - California	B2626	Benicia	A65894A	8/24/26	2-1-307	Permit Requirement/Condition Violation
Valero Refining Company - California	B2626	Benicia	A65894B	8/24/26	10	Code of Federal Regulation Violation
Valero Refining Company - California	B2626	Benicia	A65895A	8/24/26	2-1-307	Permit Requirement/Condition Violation
Valero Refining Company - California	B2626	Benicia	A65895B	8/24/26	10	Code of Federal Regulation Violation
Valero Refining Company - California	B2626	Benicia	A65896A	8/24/26	2-1-307	Permit Requirement/Condition Violation
Valero Refining Company - California	B2626	Benicia	A65896B	8/24/26	10	Code of Federal Regulation Violation

Company Address Outside of the Bay Area						
Site Name	Site #	City	NOV #	Issuance Date	Regulation	Comments
Agustin Gonzalez	S811868	Hollister	A64060A	8/17/26	11-2-303.6	Asbestos Violation
Agustin Gonzalez	S811868	Hollister	A64060B	8/17/26	11-2-401.3	Asbestos Violation

SETTLEMENTS FOR \$10,000 OR MORE REACHED

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

- 1) On August 11, 2026, the Air District reached a settlement with United Airlines, Inc. for \$47,500, regarding the allegations contained in the following s Notices of Violations:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A62900A	9/18/24	10/15/23	2-6-307	Title V Requirement/ Permit Condition Violation
A64146A	9/30/25	10/29/24	2-6-307	Title V Requirement/Permit Condition Violation

- 2) On August 18, 2026, the Air District reached a settlement with City of Santa Clara for \$11,000, regarding the allegations contained in the following 2 Notices of Violations:

NOV #	Issuance Date	Occurrence Date	Regulation	Comments from Enforcement
A65133A	9/11/25	9/3/25	8-34-301	Landfill Violation
A65134A	9/11/25	9/3/25	8-34-303	Landfill 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: October 7, 2026

Re: Personnel Out-of-State Business Travel Report for August 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 month of August 2026.

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

2026 National Air Quality Conference, Omaha, Nebraska, August 10-13, 2026 attendees:

- Kelly Crawford, Deputy Executive Officer of Engineering and Compliance
- Kate Hoag, Ph.D., Manager, Meteorology and Measurements Division
- Ariana Husain, Manager, Engineering Division
- Richard Lam, Air Quality Meteorologist, Meteorology and Measurements Division
- Andrea Polidori, Ph.D., Deputy Executive Officer of Science
- Byron Rice, Senior Air Quality Specialist, Meteorology and Measurements Division
- Kristine Roselius, Director, Communications Office
- Viet Tran, Deputy Executive Officer of Public Affairs

National Institute of Governmental Purchasing Forum, Columbus, Ohio, August 22-26, 2026 attendee:

- Erica Flahan, Manager, Administrative Resources Department

BUDGET CONSIDERATION/FINANCIAL IMPACT

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

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Michelle Hutson
Reviewed by: Stephanie Osaze

ATTACHMENT(S):

None

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: October 7, 2026

Re: Authorization to Accept Clean Cars for All Program Funds from the California
Air Resources Board

RECOMMENDED ACTION

Adopt a resolution authorizing the Air District to accept, obligate, and expend up to \$6 million in Clean Cars for All Program funding from the California Air Resources Board.

BACKGROUND

Wide-scale adoption of zero-emission vehicles and equipment and electrification of all types of transportation are essential to achieving local, state, and federal emission reduction targets for greenhouse gases and criteria pollutants. The Air District has administered the Clean Cars for All (CCFA) Program since 2019. The program has been supported by a variety of state and local funds and continues to be a popular and beneficial program. Through the CCFA, the Air District provides incentives for low-income households (up to 300% of the Federal Poverty Level) to retire older, high-polluting vehicles, and replace them by purchasing or leasing a new or used plug-in hybrid electric vehicle, battery electric vehicle, fuel cell electric vehicle or zero emission motorcycle. Alternatively, participants may opt to retire their vehicle in exchange for funding for public transit or an electric bike. Participants that purchase an electric vehicle can also receive funding to purchase and install a level 2 home charger, purchase a portable home charger, or receive funding on a pre-paid card for public charging. Participants with disabilities that purchase a vehicle through CCFA may also be eligible for funding to purchase and install adaptive equipment. The CCFA Program reduces criteria pollutants and greenhouse gas emissions throughout the Bay Area and supports the goal of equitable access to electric vehicles and clean transportation.

DISCUSSION

The CCFA Program began in 2019 and has been supported by more than \$97 million from a variety of state and local funds and continues to be a popular and beneficial program. The Air District administers the CCFA program along with its partners – the California Air Resources Board (CARB), GRID Alternatives, a network of 97 vehicle

dealers, and three auto dismantlers. The demand for the CCFA incentives has steadily increased since the program's launch. The CCFA Program quickly allocates new funding to income qualified residents and is an important tool in achieving the Air District's air quality and climate goals. As of September 1, 2026, 8,598 applications have been awarded in the Bay Area.

The Budget Act of 2026 (Senate Bill 111) directs \$19.8 million from the Enhanced Fleet Modernization Subaccount (High Polluter Repair or Removal Account) to CARB for the CCFA Program pursuant to Section 44124.5 of the Health and Safety Code, and exclusively for air districts participating in the CCFA Program. Other air districts that participate include South Coast Air Quality Management District, San Joaquin Valley Air Pollution Control District, San Diego Air Pollution Control District, and Sacramento Metropolitan Air Quality Management District. CARB is also proposing to allocate \$3 million in previously unencumbered state funds to the air districts participating in the CCFA Program. In August 2026, CARB notified the Air District that up to \$6 million was available in state funds for the Air District's Bay Area CCFA Program. Staff recommend the Board of Directors adopt the attached resolution to accept, obligate, and expend CCFA Program funding from CARB.

This funding will allow the Air District to continue providing incentives to income qualified residents across the Bay Area, further expanding access to clean transportation. Up to 20% of the total funds awarded to the Air District may be used to support administration and implementation of the Program. This includes up to 5% for indirect administrative costs, up to 5% for direct program costs, and up to 5% for outreach and education. The outreach allocation may be increased to 10% if the Air District meets applicable statutory requirements and needs additional outreach funding. CARB requires the Air District Board of Directors adopt a resolution to accept program funds.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funds from CARB are considered "pass-through" funds, which are provided to eligible grantees for CCFA projects. Up to 20% of the funds awarded can be used for Air District staff costs and other program implementation costs.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Tin Le
Reviewed by: Anthony Fournier

ATTACHMENT(S):

1. Board Resolution to Accept CARB Clean Cars For All Funding

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

RESOLUTION NO. 2026-_____

**A Resolution Accepting Clean Cars for All Program funds
From the California Air Resources Board**

WHEREAS, the purpose of this Resolution is to authorize the Bay Area Air Quality Management District (Air District) to accept, obligate, and expend up to \$6 million in Clean Cars for All Program funding from the California Air Resources Board (CARB) to administer the Bay Area Clean Cars for All Program and to authorize the Executive Officer/Air Pollution Control Officer to execute all necessary agreements, required documents, and amendments required to expend this funding;

WHEREAS, the Budget Act of 2026 (SB 111) directs \$19.8 million from the Enhanced Fleet Modernization Subaccount to CARB for the Clean Cars for All Program pursuant to Section 44124.5 of the Health and Safety Code, and exclusively for districts participating in the Clean Cars for All Program;

WHEREAS, CARB has indicated its intent to reallocate \$3 million in state funds to the air districts participating in the Clean Cars for All Program;

WHEREAS, CARB has indicated its intent to authorize a grant of up to \$6 million to the Air District to continue to implement the Bay Area Clean Cars for All program, upon authorization by the Board of Directors to accept such grant funds;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors reaffirms its commitment to comply with the CARB Clean Cars for All Program requirements;

BE IT FURTHER RESOLVED that the Board of Directors hereby authorizes the Executive Officer/Air Pollution Control Officer to accept, obligate, and expend up to \$6 million in Clean Cars for All Program funding; and to execute all agreements, required documents, and any amendments thereto to implement and carry out the purposes of this resolution.

The foregoing resolution was duly and regularly introduced, passed and adopted at a public meeting of the Board of Directors of the Bay Area Air Quality Management District on the Motion of Director _____, seconded by Director _____, on the ____ day of _____, 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

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: October 7, 2026

Re: Authorization to Accept Carl Moyer Program and Community Air Protection
Incentives Program Funds from the California Air Resources Board

RECOMMENDED ACTION

Recommend the Board of Directors:

1. Authorize the Air District to accept, obligate, and expend new fiscal year 2026-2027 state funds from the California Air Resources Board including:
 - a. Up to \$22 million in Carl Moyer Program (Year 29) funds and up to \$5 million in Carl Moyer Program State Reserve funds, and
 - b. Up to \$50 million in Community Air Protection Incentives funds
2. Allocate Mobile Source Incentive Funds equaling up to 15% of the total fiscal year 2026-2027 Carl Moyer Program Year 29 funds accepted to provide the match funding required to participate in the Carl Moyer Program; and
3. Adopt the attached proposed resolutions expressing the Board's authorization for the Air District to participate in the Fiscal Year 2026-2027 Carl Moyer Program and Community Air Protection Incentives programs and to accept, obligate, and expend funds under those programs.

BACKGROUND

Carl Moyer Program and Mobile Source Incentive Fund

The Air District has participated in the Carl Moyer Program (CMP), in cooperation with the California Air Resources Board (CARB), since the program began in 1998. The CMP provides grants to public and private entities to reduce emissions of nitrogen oxides (NOx), reactive organic gases (ROG), and particulate matter (PM) from existing heavy-duty engines by either replacing or retrofitting them or providing infrastructure to support zero-emission options. Projects eligible under the CMP guidelines include replacement of heavy-duty diesel engines, vehicles and equipment such as on-road trucks and buses, off-road construction and agricultural equipment, transportation refrigeration units, marine vessels, locomotives, and refueling or recharging

infrastructure that supports the deployment of new zero-emission vehicles and equipment. At least 50 percent of CMP funds must be awarded to projects that benefit communities with the most significant exposure to air contaminants or localized air contaminants. Assembly Bill (AB) 923 (Firebaugh), enacted in 2004 (codified as Health and Safety Code (HSC) Section 44225), authorized local air districts to increase motor-vehicle registration surcharges by up to \$2 additional per vehicle and use the revenue to fund projects eligible under the CMP guidelines. AB 923 revenue is deposited in the Air District's Mobile Source Incentive Fund (MSIF).

Community Air Protection Incentives

In 2017, AB 617 directed CARB, in conjunction with local air districts, to establish a new community-focused action framework to improve air quality and reduce exposure to criteria air pollutants and toxic air contaminants in communities most impacted by air pollution. The AB 617 initiative calls for the development of community-identified strategies to address air quality issues in impacted communities, including community level monitoring, uniform emission reporting across the State, stronger regulation of pollution sources, and incentives for reducing air pollution and public health impacts from mobile and stationary sources. Beginning in the Fiscal Year (FY) ending 2018, the California Legislature approved funding from the State's Greenhouse Gas Reduction Fund (GGRF), which is used to reduce criteria pollutants, toxic air contaminants, and greenhouse gases, for the Community Air Protection (CAP) Incentives Program. CAP Incentives funds may be used to fund a variety of emission reduction and exposure reduction project categories, including those eligible under the CMP and the CAP Incentives guidelines, including those that have been identified and prioritized by communities with an approved Community Emissions Reduction Program, pursuant to HSC Section 44391.2. At least 80% of CAP Incentives Program funds must be allocated to projects that benefit disadvantaged communities (Senate Bill (SB) 535), and low-income communities (AB 1550).

DISCUSSION

CARB requires the Air District's Board to authorize participation through the adoption of a resolution for the CMP and CAP Incentives programs. These programs will allow for a percentage of the total funds awarded to the Air District to be used to pay for administrative expenses related to the implementation of these programs. Currently these programs allow for 12.5 percent of funds awarded to be used to pay for administrative expenses. Participation in the CMP also requires the Air District to commit match funds of at least 15 percent.

Carl Moyer Program, FY 2026-2027 (Year 29)

For the Year 29 CMP, CARB estimates approximately \$124 million will be available to grant to air districts under the regular CMP and State Reserve funds. The Air District has been tentatively allocated over \$13.8 million for the implementation of CMP Year 29 and has applied for up to \$22 million if additional funds are available. The acceptance of

CMP funds requires a minimum of 15 percent in matching funds provided by the local district and staff recommend the Air District allocate MSIF as matching funds for the CMP Year 29 funding cycle. CARB has not yet provided tentative allocations of the \$12.42 million in State Reserve funds that will be allocated to districts. The Air District will apply for up to \$5 million in funding under the State Reserve portion of the CMP.

CAP Incentives Program, Fiscal Year 2026-2027

The California State Budget is expected to appropriate Greenhouse Gas Reduction Funds for the FY 2026-2027 AB 617 CAP Incentives Program, and allocations to air districts will be determined at a future date. The allocations to air districts are expected to be lower than in previous years. The Air District's allocation for FY 2025-2026 was \$7.3 million, and therefore staff recommend the acceptance of up to \$50 million, in the case that additional funds are made available, for the implementation of programs to provide incentives for eligible projects.

Program Implementation

If the Board authorizes participation in the CMP and CAP Incentives programs and following execution of the respective grant agreements with CARB, Air District staff expect to begin accepting applications under these funding cycles in calendar year 2026 for projects eligible under the most current CARB-approved CMP and CAP Incentives Guidelines and any subsequent updates. Applications for eligible projects may be solicited and evaluated competitively or on a first-come, first-served basis. The Air District prioritizes funding for projects that reduce emissions in its priority areas, including AB 617 communities, and disadvantaged and low-income communities. Each cycle of grant funding that is accepted by the Air District creates an obligation of effort that has a typical duration of between ten and fourteen years, whereby most of the work occurs in the first four to five years, involving project solicitation and outreach, awarding, contracting, inspections, reimbursements, project monitoring, cooperation in audits, and reporting to CARB. Future years' work includes continued project monitoring, reporting to CARB, and enforcement action when needed.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Revenue from FY 2026-2027 CMP (including state reserve funds) and CAP Incentives is anticipated to be between \$20 million and \$50 million. A percentage of this revenue, in accordance with program requirements, will be used by the Air District for its own administrative costs to implement the programs over several years. The remaining project funds will be awarded to grantees and distributed on a reimbursement basis for direct project expenses. These revenues will be budgeted for FY ending 28 and future years, as needed. MSIF funds allocated for the CMP Year 29 match will also be budgeted in FY ending 28 and future years, as needed.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Lina Patel
Reviewed by: Adam Shapiro, Alona Davis

ATTACHMENT(S):

1. Draft Board Resolution FY 2026-2027 Carl Moyer Program
2. Draft Board Resolution FY 2026-2027 Community Air Protection Incentives Program

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

RESOLUTION No. 2026 -

A Resolution Accepting Year 29 Carl Moyer Program Funds From the California Air Resources Board

WHEREAS, the purpose of this Resolution is to authorize the Bay Area Air Quality Management District (Air District) to accept Carl Moyer Program Fiscal Year 2026-2027 (Year 29) Funds from the California Air Resources Board (CARB) and participate in the Carl Moyer Program;

WHEREAS, California Health and Safety Code Division 26, Part 5, Chapter 9, empowers CARB to allocate Carl Moyer Program funds to local air quality districts to provide financial incentives to both the public and private sectors to implement eligible projects to reduce emissions of oxides of nitrogen, reactive organic gases, and particulate matter through equipment retrofit, replacement and installation;

WHEREAS, California Health and Safety Code section 44287 requires CARB to provide an air district with funds if the district provides matching funds at a rate of \$1 committed by the district for every \$2 committed by the fund, or at another ratio CARB determines to be necessary;

WHEREAS, the Air District has successfully implemented the Carl Moyer Program since its inception in 1998 and seeks to continue to reduce emissions through clean air incentive projects;

WHEREAS, the Air District will be submitting applications to CARB requesting up to \$22 million in Carl Moyer Program funds and up to \$5 million in Carl Moyer Program State Reserve funds, to implement the Carl Moyer Program within the Air District for the fiscal year (FY) 2026-2027 (Year 29) cycle;

WHEREAS, CARB determined a ratio adjustment down to 15% of Air District funds is necessary to maximize the use of, or the air quality benefits provided by, the program in accordance with California Health and Safety Code section 44287.

WHEREAS, the Air District agrees to commit matching funds from the Air District's Mobile Source Incentive Fund (MSIF), in accordance with the requirements of California Health and Safety Code section 44287, at a ratio of 15% of State funds received;

WHEREAS, the Air District maintains a current Carl Moyer Program Policies and Procedures Manual that meets the requirements of the Carl Moyer Program Guidelines;

WHEREAS, eligible projects are described in the Carl Moyer Program Guidelines;

WHEREAS, the Air District may also consider projects that qualify for grant funds under CARB's Voucher Incentive Program;

WHEREAS, the Air District may also consider projects that qualify for grant funds under the requirements for the State Reserve portion of Carl Moyer Program funds;

WHEREAS, the Air District will follow the requirements in the Carl Moyer Program Guidelines;

WHEREAS, the Air District may use a percentage of the Carl Moyer Program funds it receives to pay the reasonable costs of implementing the incentive program, in accordance with legislative and applicable program requirements; and

WHEREAS, the Air District may be invited to accept Carl Moyer Program funds through inter-district transfer.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors hereby authorizes the Air District's acceptance of up to \$22 million in FY 2026-2027 Carl Moyer Program funds and up to \$5 million in Carl Moyer Program State Reserve funds to be awarded to eligible Air District projects and used for program administration in accordance with legislative and applicable program requirements.

BE IT FURTHER RESOLVED, that the Board of Directors hereby authorizes the Executive Officer/ Air Pollution Control Officer to provide the required matching funds for Air District projects by allocating local MSIF revenues to eligible emission reduction projects that qualify for Carl Moyer Program matching purposes, at a ratio of 15% of State funds received.

BE IT FURTHER RESOLVED, that the Board of Directors hereby authorizes the Executive Officer/Air Pollution Control Officer to draft, revise, update, and maintain a Carl Moyer Program Policies and Procedures Manual that meets the requirements of CARB's Carl Moyer Program Guidelines.

BE IT FURTHER RESOLVED, that the Board of Directors hereby authorizes the Executive Officer/Air Pollution Control Officer to execute on behalf of the Air District grant agreements with CARB, agreements with other California air quality districts for the collaborative implementation of the Carl Moyer

Program, and all other necessary documents to implement and carry out the purposes of this resolution.

The foregoing resolution was duly and regularly introduced, passed, and adopted at a public meeting of the Board of Directors of the Bay Area Air Quality Management District on the Motion of Director _____, seconded by Director _____, on the 7th day of October, 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

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

RESOLUTION No. 2026 -

**A Resolution Accepting Fiscal Year 2026-2027
Community Air Protection Incentives Program Grant Funding
from the California Air Resources Board**

WHEREAS, the purpose of this Resolution is to authorize the Bay Area Air Quality Management District (Air District) to accept Community Air Protection (CAP) Incentives Program (CAP) Fiscal Year 2026-2027 Funds from the California Air Resources Board (CARB) and participate in the CAP Incentives Program;

WHEREAS, Assembly Bill (AB) 617 directed CARB, in conjunction with local air districts, to establish the CAP Incentives Program in order to provide a community-focused framework to improve air quality and reduce exposure to criteria air pollutants and toxic air contaminants in communities most impacted by air pollution;

WHEREAS, the Air District has successfully implemented the CAP Incentives Program since its inception in 2017;

WHEREAS, the Air District will apply for up to \$50 million in CAP Incentives Program funds to implement the Fiscal Year (FY) 2026-2027 cycle of the CAP Incentives Program;

WHEREAS, the Air District maintains a current CAP Incentives Program Policies and Procedures Manual that meets the requirements of CARB's CAP Incentives Program Guidelines;

WHEREAS, the Air District will implement emission reduction projects pursuant to CARB's CAP Incentives Program Guidelines, allocating funding to projects consistent with priorities identified by affected communities in a transparent, meaningful public process;

WHEREAS, eligible projects are described in CARB's CAP Incentives Program Guidelines;

WHEREAS, the Air District may use a percentage of the funds it receives to pay the reasonable costs of administering the incentive program, in accordance with legislative and applicable program requirements; and

WHEREAS, the Air District may be invited to accept CAP Incentive Program funds through inter-district transfer.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors hereby authorizes the Air District's acceptance of up to \$50 million in FY 2026-2027 CAP Incentives Program funds to be awarded to eligible projects and used for program administration in accordance with legislative and applicable program requirements.

BE IT FURTHER RESOLVED, that the Board of Directors hereby authorizes the Executive Officer/Air Pollution Control to draft, revise, update and maintain a CAP Incentives Policies and Procedures Manual that meets the requirements of CARB's CAP Incentives Program Guidelines.

BE IT FURTHER RESOLVED, that the Board of Directors hereby authorizes the Executive Officer/Air Pollution Control Officer to execute on behalf of the Air District grant agreements with CARB, agreements with other California air quality districts to accept CAP Incentives Program funding, and all other necessary documents to implement and carry out the purposes of this resolution.

The foregoing resolution was duly and regularly introduced, passed and adopted at a public meeting of the Board of Directors of the Bay Area Air Quality Management District on the Motion of Director _____, seconded by Director _____, on the 7th day of October, 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

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: October 7, 2026

Re: Authorization to Accept Grant Program Revenues from the United States
Environmental Protection Agency for Clean Air Act Section 103 Fine
Particulate Matter Activities

RECOMMENDED ACTION

Authorize the Executive Officer/APCO to accept, obligate, and expend up to \$420,278 from the Environmental Protection Agency for activities related to Section 103 of the Clean Air Act from April 1, 2026, to March 31, 2027.

BACKGROUND

Section 103 of the federal Clean Air Act (CAA) authorizes the United States Environmental Protection Agency (US EPA) to make grants for implementing programs to maintain fine particulate matter (PM_{2.5}) monitoring networks. To support PM_{2.5} monitoring in the Bay Area, the Air District receives CAA Section 103 grant funding each year.

DISCUSSION

On May 14, 2026, US EPA awarded a total assistance amount of \$420,278 for the CAA Section 103 grant funds for Federal Fiscal Year (FFY) 2026 (Attachment 1) to accomplish the PM_{2.5} monitoring activities described in the workplan the Air District submitted on April 13, 2026 (Attachment 2).

There are no requirements for the Air District to contribute matching funding for this grant.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The projected US EPA 103 grant funding was included in the Fiscal Year Ending 2026-2027 Approved Budget.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Kate Hoag, Ila Perkins, Danica Winston
Reviewed by: Andrea Polidori and Stephanie Osaze

ATTACHMENT(S):

1. Notice of Award for US EPA Section 103 Grant for FFY 26
2. Bay Area Air District Section 103 Grant Work Plan for FFY 26

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement	GRANT NUMBER (FAIN): 97T58901 MODIFICATION NUMBER: 0 PROGRAM CODE: PM	DATE OF AWARD 05/11/2026
		TYPE OF ACTION: New	MAILING DATE 05/14/2026
		PAYMENT METHOD: ASAP	ACH# 90049
		RECIPIENT TYPE: Special District	
RECIPIENT: Bay Area Air Quality Management District 375 Beale Street, Suite 600 San Francisco, CA 94105-2097 EIN: 94-1622746		Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov	
PROJECT MANAGER Ila Perkins 375 Beale Street, Suite 600 San Francisco, CA 94105-2066 Email: iperkins@baaqmd.gov Phone: 415-749-8448		EPA PROJECT OFFICER Asia Yearly 75 Hawthorne Street, AIR-1-1 San Francisco, CA 94105 Email: yearly.asia@epa.gov Phone: 808-342-5675	EPA GRANT SPECIALIST Veronica Adams Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105 Email: adams.veronica@epa.gov Phone: 415-972-3677
PROJECT TITLE AND DESCRIPTION PM2.5 Monitoring Network See Attachment 1 for project description.			
BUDGET PERIOD 04/01/2026 - 03/31/2027	PROJECT PERIOD 04/01/2026 - 03/31/2027	TOTAL BUDGET PERIOD COST \$ 420,278.00	TOTAL PROJECT PERIOD COST \$ 420,278.00
NOTICE OF AWARD Based on your Application dated 04/13/2026 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 420,278.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 420,278.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA, Region 9, U.S. EPA, Region 9 Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105		ORGANIZATION / ADDRESS U.S. EPA, Region 9, Air and Radiation Division, AIR-1 R9 - Region 9 75 Hawthorne Street San Francisco, CA 94105	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Morgan Capilla - Acting Grants Management Officer			DATE 05/11/2026

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 365,550	\$ 365,550
EPA In-Kind Amount	\$ 0	\$ 54,728	\$ 54,728
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 420,278	\$ 420,278

Assistance Program	Statutory Authority	Regulatory Authority
66.034 - Surveys-Studies-Investigations-Demonstrations and Special Purpose Activities relating to the Clean Air Act	Clean Air Act: Sec. 103	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2609M6S005	26	E1	09M2	000A04XPM	4183	-	-	\$ 365,550
									\$ 365,550

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 176,815
2. Fringe Benefits	\$ 95,480
3. Travel	\$ 6,000
4. Equipment	\$ 62,000
5. Supplies	\$ 5,672
6. Contractual	\$ 54,728
7. Construction	\$ 0
8. Other	\$ 19,583
9. Total Direct Charges	\$ 420,278
10. Indirect Costs: 0.00 % Base NA	\$ 0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 420,278
12. Total Approved Assistance Amount	\$ 420,278
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 420,278
15. Total EPA Amount Awarded To Date	\$ 420,278

Attachment 1 - Project Description

The purpose of this grant is to provide funding to the Bay Area Air Quality Management District to assist with necessary development, establishment, and maintenance of adequate monitoring programs for the prevention and control of air pollution or implementation of national primary and secondary air quality standards. This grant is provided to conduct ambient air quality monitoring of fine particulate matter (PM_{2.5}). Specifically, the recipient will measure particulate matter 2.5 or less (PM_{2.5}) to determine progress toward National Ambient Air Quality Standards (NAAQS) achievement.

This assistance agreement provides full federal funding in the amount of \$420,278.00, which includes \$54,728.00 set aside for EPA in-kind services. Pre-award costs are approved back to April 1, 2026.

The activities include procuring necessary monitoring equipment, operating and maintaining a network of PM_{2.5} air monitoring stations, collecting samples for analysis, collecting quality assured data, and reporting data in the Air Quality Systems (AQS) database. The anticipated deliverables include measuring PM_{2.5}, providing air pollution data to the public in a timely manner, and conducting PM_{2.5} National Ambient Air Quality Standards (NAAQS) comparisons. The expected outcome includes providing accessibility to data decision-makers and users regarding the character and extent of PM_{2.5} in the ambient air. The intended beneficiaries include visitors and residents of the San Francisco Bay Area.

No subawards are included in this assistance agreement.

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2025-or-later>

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>

A. Federal Financial Reporting (FFR)

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 425) covering the period from "project/budget period start date" to **September 30** of each calendar year to the EPA Finance Center in Research Triangle Park, NC. The annual FFR will be submitted electronically to rtpfc-grants@epa.gov no later than **December 30** of the same calendar year. Find additional information at <https://www.epa.gov/financial/grants>. (Per 2 CFR § 200.344(b), the recipient must submit the Final FFR to rtpfc-grants@epa.gov within 120 days after the end of the project period.)

B. Procurement

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with 2 CFR § 200.319. In accordance with 2 CFR § 200.324, the recipient and subawardee(s) must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications. ***State and Tribal government entities must follow procurement standards as outlined in 2 CFR § 200.317.***

C. Indirect Costs

The Cost Principles under 2 CFR Part 200, Subpart E apply to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement.

D. Reporting of EPA In-Kind Amount

This agreement includes funds for EPA in-kind services. Invoices will not be provided to the recipient for recording of actual in-kind cost, however, the total in-kind amount shall be reflected as an expenditure on the Federal Financial Report(s). If applicable, the recipient must satisfy the cost share requirement for the EPA in-kind amount.

Programmatic Conditions

a. Performance Reporting and Final Performance Report

Performance Reports

In accordance with 2 CFR 200.328, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

Performance Reports - Frequency

The recipient agrees to submit **quarterly** reports electronically in the form of quality assured and certified data entered timely into EPA's national Air Quality System (AQS) database.

b. Cybersecurity Condition

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient or subrecipient under 2 CFR 200.332(e), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

c. Competency Policy

In accordance with Agency Policy Directive Number FEM-2012-02, [Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance](#)

Agreements. Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process.

d. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>.

e. Quality Assurance

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in [2 C.F.R. § 1500.12](#) Quality Assurance.

Quality Assurance Project Plan (QAPP)

Prior to beginning environmental information operations, the recipient must:

- i. Submit a previously EPA-approved QAPP proposed to ensure the collected, produced, evaluated, or used environmental information is of known and documented quality for the intended use(s).
- ii. The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the previously EPA-approved QAPP is acceptable for this agreement.

For Reference:

- [Quality Management Plan \(QMP\) Standard and EPA's Quality Assurance Project Plan \(QAPP\) Standard](#); contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.
- [EPA QA/G-5: Guidance for Quality Assurance Project Plans](#).
- [EPA's Quality Program](#) website has a [list of QA managers](#), and [Non-EPA Organizations Quality Specifications](#).
- The Office of Grants and Debarment [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#).

f. Equipment Disposition

In accordance with 2 CFR 200.313, when equipment acquired under this agreement is no longer needed for the original project, program, or for other activities currently or previously supported by EPA, the recipient must request disposition instructions from the EPA Project Officer or pass-through entity. Disposition instructions will be the following: Equipment with a current fair market value of \$10,000 or less (per unit) may be retained, sold, or otherwise disposed of with no further obligation to the EPA or

pass-through entity.

g. Use of Logos

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the BAAQMD received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy>

--End of Document--

EPA Section 103 PM_{2.5} Air Monitoring Network Workplan Fiscal Year 2026 (FY 26)

Grantee Name: Bay Area Air Quality Management District

Budget Period: April 1, 2026 – March 31, 2027

Amount of Funding Requested for FY26: \$420,278.00

Project Objectives:

The primary objective of this project is to collect quality assured data on ambient air concentrations for fine particulate matter (PM_{2.5}) and its precursors within the Bay Area Air Quality Management District's (Air District) jurisdiction. As described in the Air District's Annual Network Plan updated annually in July, the data will be used to:

1. Provide air pollution data to the public in a timely manner
2. Conduct PM_{2.5} **National Ambient Air Quality Standards (NAAQS) comparisons**
3. Develop **and track of implementation plans**
4. Assess of regional haze
5. Provide assistance for health studies and other ambient aerosol research activities

The Air District's PM_{2.5} monitoring network design addresses these four program objectives through a combination of siting and instrumentation strategies.

This project supports EPA's **Pillar 1: Clean Air, Land, and Water for Every American** in Administrator Lee Zeldin's 5 pillars detailed in the "Powering the Great American Comeback" initiative.

Background

The Bay Area Air Quality Management District (Air District) currently operates two filter based PM_{2.5} Federal Reference Method (FRM) samplers. One is located at the Air District's San Jose Jackson Street site which is collocated with a Federal Equivalent Method Beta Attenuation Monitor (BAM). The second is located at the Air District's Concord site and is also collocated with a FEM BAM. The Air District operates FEM

BAMs at 17 locations, including (1) one collocated FEM BAM pair at the Vallejo location. The purpose of this equipment is to determine the concentration of particulate matter at or below 2.5 microns in ambient air in the San Francisco/San Jose metropolitan area. FRM and FEM equipment are used to determine the compliance status and designation of the air basin. In addition, FEM BAMs are used for forecasting and to broaden the spatial understanding of PM_{2.5} concentrations and impacts. The Air District also operates a Speciation Trends Network (STN) site in San Jose. Additionally, the Air District Laboratory continues to provide all gravimetric analysis of filters for the Air District site as well as for two other California air quality agencies.

The Air District began sampling PM_{2.5} in January 1999. As required and discussed above, (1) one FRM sampler is currently collocated at the Air District's San Jose Jackson Street station as a quality control and verification measure as well as to ensure acceptable agreement between the different methods. The FRM sampler operates on a one-in-three-day schedule to determine the PM coarse as required by NCore. There are (2) two collocated PM_{2.5} FEM BAMS at the Vallejo location to ensure acceptable agreement between the two equivalent FRM methods.

Please see the Air District's Annual Network Plan to view PM_{2.5} measurement equipment located in the air monitoring network.

Notably, integration of field data with laboratory data has been an issue, as flowrate and associated meteorological information is required to determine final gravimetric and speciation concentrations. Currently, this is performed manually, which can lead to transcription errors. The Air District is proposing to continue to modernize and digitize data management to automate calculations, reporting, and retention while maintaining documentation storage systems for field and analytical information. All the work detailed in this workplan is completed by the Air District internally.

The Air District is undertaking several projects as part of our commitment to strengthening program integrity and aligning with the objectives of the 103 EPA grant. Over time, changes in staffing, procedures, and data systems have led to inconsistencies in implementation and documentation across the program. By reassessing and updating our current processes and infrastructure, we aim to re-establish a solid foundation that ensures compliance with the 103-grant requirements, improves data quality and transparency, and enhances our capacity to meet the goals outlined in the grant. This strategic reset supports long-term sustainability and effectively positions the program to deliver measurable outcomes.

Objectives

As a recipient of the EPA PM_{2.5} Monitoring grant, Bay Area Air Quality Management District agrees to:

- Operate, maintain, and analyze the PM_{2.5} monitoring network in accordance with EPA requirements for:
 - Continuous PM_{2.5} FEM analyzers throughout the Air District's jurisdiction.
 - Cartridge-based PM_{2.5} speciation samples for (1) Chemical Speciation Network sampler at San Jose-Jackson
 - Filter-based PM_{2.5} FRM samples and complete gravimetric analysis for San Jose-Jackson and Concord
- Develop a centralized data management platform that consolidates field and laboratory data, facilitating real-time calculations, analysis, and interactive visualization.
- Compile and compare resulting data for PM_{2.5} FRM and continuous FEM instrumentation where applicable.
- Participate in Air Quality Index (AQI) forecasting for those areas with continuous PM_{2.5} monitoring and report all continuous PM_{2.5} data into AQS and to the PM_{2.5} mapping program (AirNow)
- Review and update the quality assurance project plan and standard operating procedures in accordance with Region 9 policies
- 2021 TSA Update – As a result of the July 2021 TSA, the Air District is working to address and resolve corrective actions related to the PM_{2.5} network, providing regular status updates to EPA Region 9. See Attachment 1 for a summary of corrective actions for the 2021 TSA and the status of those actions as of July 10, 2025.
- 2024 TSA Update – EPA Region 9 conducted a TSA during the week of July 15, 2024. The Air District received the TSA findings in March 2026 and is developing a corrective action plan to address the 2024 TSA findings.

Objectives (cont.)

EPA 103 Grant – PM_{2.5} Sample/Analyzer Run Schedule

The following table outlines the EPA Section 103 Grant Run Schedule for the Air District's PM_{2.5} monitoring activities for the 2026 Workplan.

Manual PM _{2.5} (FRM)		Continuous PM _{2.5} (FEM)		Speciated PM _{2.5} (CSN)	
Site	Run Schedule	Site	Run Schedule	Site	Run Schedule
Concord	1 in 12	Berkeley Aquatic	Continuous-Hourly	San Jose - Jackson	1 in 3
San Jose – Jackson	1 in 3	Concord	Continuous-Hourly	Blank	Blank
Blank	Blank	Gilroy	Continuous-Hourly		
		Laney	Continuous-Hourly		
		Livermore	Continuous-Hourly		
		Napa – 1732 Jefferson – <i>pending relocation</i>	Continuous-Hourly		
		Oakland East	Continuous-Hourly		
		Oakland West	Continuous-Hourly		
		Pleasanton	Continuous-Hourly		
		Redwood City	Continuous-Hourly		
		San Francisco -	Continuous-Hourly		
		Arkansas	Continuous-Hourly		
		San Jose - Jackson	Continuous-Hourly		
		San Jose - Knox	Continuous-Hourly		
		San Pablo	Continuous-Hourly		
		San Rafael	Continuous-Hourly		
		Sebastopol	Continuous-Hourly		
		Vallejo - Primary	Continuous-Hourly		
		Vallejo - Collocated	Continuous-Hourly		

Output

Output	Target Completion Date
Sample and analyze PM _{2.5} FRM filter based on the EPA established sample run calendar for San Jose Jackson and Concord site	Ongoing
Sample and analyze PM _{2.5} speciation samples for (1) CSN site in San Jose Jackson	Ongoing
Operate and maintain continuous PM _{2.5} FEM samplers	Ongoing
Procure (1) new continuous PM _{2.5} FEM analyzer and (1) PM _{2.5} FRM sampler as replacements into the District's network	March 31, 2027
Submit all PM _{2.5} data into AQS	March 31, 2026
Submit semi-annual reports on PM _{2.5} work plan to EPA	September 1, 2026 and March 1, 2027
Complete and submit the Bay Area Air Quality Management District Quality Assurance Project Plan for EPA Approval	End of Q4 2026
Catch-up on backlog that accumulated while Air District was updating data review processes. Submit and resubmit 2022 – 2024 PM _{2.5} data by the end of August 2025	Completed on March 2026
Catch-up on backlog that accumulated while Air District was updating data review processes. Submit Quarters I and II 2026 PM _{2.5} data by end of December 2026	End of Q4 2026
Catch-up on backlog that accumulated while Air District was updating data review processes. Submit Quarters III and IV PM _{2.5} data by March 2027,	End of Q1 2027
After backlog is completed, submit PM _{2.5} data and associated quality assurance data to AQS	90 days from end of calendar quarter, ongoing starting from March 31, 2026
Certify calendar year PM _{2.5} FRM data in the State and Local Air Monitoring Station (SLAMS) Annual Report. Submit the Annual certification letter and SLAMS Annual Report	May 1, 2027

Bay Area Air Quality Management District PM_{2.5} Monitoring
Network Workplan FY26

Meet 75% minimum data recovery requirements for the PM2.5 network monitors. Report on all monitors that do not meet this requirement providing the reason that monitor did not meet the 75% data recovery and the corrective action(s) taken.	Report due to R9 <75% data requirements to EPA within 30 days of AQS entry
Submit the Annual Performance Report that covers the period of January 1 to December 31, 2025, to the EPA Technical Officer	March 31, 2026
Update of SOPs for PM2.5 network, expected to be completed by 2025.	As of July 2025, the Air District is collaborating with a contractor to update a select list of SOPs, including the BAM 1020 and Thermo 2025i. The select list of SOPs are scheduled for completion by the end of 2026.

Outcomes

The anticipated short-term outcome for this project is to provide accessibility to data decision makers and users regarding the character and extent of PM_{2.5} in the ambient air. The long-term outcome is to comply with the NAAQS as set forth in the Clean Air Act.

Budget

A budget breakdown of actual costs is provided in this application packet with separate columns providing budget amounts based on the total award.

Name: Andrea Polidori, Ph.D.

Position: Deputy Executive of Science, Meteorology and Measurement Division

Agency: Bay Area Air Quality Management District

Attachment 1: Status of PM2.5-related Corrective Actions in response to 2024 TSA. Updates about the progress of these Corrective Actions are shared and coordinated with EPA Region 9.

Workstream	Finding	Finding Summary	Percent Complete (As of April 2026)
WS1- Governance	3	BAAQMD did not have approved QAPPs for their ambient air monitoring activities or their PAMS program, nor did they have document control on their Lab Quality Assurance Manual.	80%
WS2- Validation	9	Level 2 and Level 3 data validation were incomplete.	60%
WS2- Validation	10	Level 1 data review responsibilities were not formalized, incomplete, and inconsistently initiated by field operations staff	20%
WS2- Validation	11	In several instances, BAAQMD uploaded incomplete or inaccurate data to AQS	40%
WS2- Validation	21	The PM2.5 and PM10 design flow rates were not calculated during FRVs.	100%
WS2- Validation	26	BAAQMD's data system did not effectively utilize Level 0 data review to prevent suspect data from being reported to the public on AirNow.	0%
WS3 – SOPs	4	Some SOPs required critical updates, while others needed to be developed.	20%
WS3- SOPs	19	Documentation of important monitoring activities by the AMO group was inconsistent, not formalized, and did not meet EPA record-keeping requirements for authenticity/integrity.	30%
WS3-SOPs	30	Formal, comprehensive site evaluations were not performed and documented on an annual basis.	20%
WS4- Training	7	BAAQMD's training program was not clearly documented and was inadequate in several areas	10%
WS6- Corrective Action	20	Corrective actions were not initiated when field issues were identified.	80%
WS7- Data System	6	BAAQMD's data validation process, particularly with respect to the DMS, had several vulnerabilities	5%

WS7- Field	5	Multiple sites were not sampling and/or monitoring in compliance with federal minimum monitoring requirements.	0%
WS7- Field	15	BAAQMD field operators made instrument zero and span adjustments between the multipoint verifications and adjustments performed by the Senior Air Quality Instrument Specialists.	100%
WS7- Field	17	BAAQMD lacked documentation regarding the data transfer process from instruments to DMS via a Universal Serial Bus (USB) drive.	100%
WS7- Field	18	Most PM and Pb FRVs were not reported to AQS, nor consistently reviewed during the data validation process.	100%
WS7- Field	22	The temperature of PM2.5 filter samples was not adequately monitored or documented to ensure compliance with EPA requirements.	50%
WS7- Field	23	PM10 and PM2.5 filter CoC forms were not used to document the transport by a courier from the laboratory to the monitoring site.	
WS7- Field	24	Several monitoring sites were not meeting siting criteria.	0%
WS7- Field	25	Vulnerabilities were observed in BAAQMD's field maintenance practices.	10%

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: October 7, 2026

Re: Authorization to Accept Grant Program Revenues from the United States
Environmental Protection Agency for Clean Air Act Section 105 Activities

RECOMMENDED ACTION

1. Authorize the Executive Officer/APCO to accept, obligate, and expend up to \$2,350,000 in Clean Air Act Section 105 grant funds, which the Air District staff have applied for to support various Air District regulatory programs for the federal fiscal year from October 1, 2026, to September 30, 2027, as described in the United States Environmental Protection Agency's invitation letter to apply for the 105 grant funds for Fiscal Year 2026 and Work Plan (Attachments 1 & 2),
2. Authorize the Executive Officer/APCO to execute a memorandum of understanding with the California Air Pollution Control Officers Association to pass through approximately \$615,000 of these grant funds to the California Air Pollution Control Officers Association for the California Air Pollution Control Officers Association's Region 9 Pilot Program (Attachment 3); and
3. Authorize the Executive Officer/APCO to pass through approximately an additional \$125,000 of the grant funds to California Air Pollution Control Officers Association to support California Air Pollution Control Officers Association administration under an existing 2021 memorandum of understanding with the California Air Pollution Control Officers Association (Attachment 4).

BACKGROUND

Section 105 of the federal Clean Air Act (CAA) authorizes the United States Environmental Protection Agency (US EPA) to make grants for implementing programs for prevention and control of air pollution or implementation of the national ambient air quality standards. US EPA has historically provided CAA Section 105 grant funding to the Air District annually to support these types of programs in the Bay Area. These grant funds are primarily used to pay for Air District staff costs for work related to implementation of federal CAA requirements across various Air District regulatory programs, including planning, permitting, monitoring, enforcement, and compliance assurance, as well as equipment, supplies and other expenditures necessary to support these programs.

DISCUSSION

On June 29, 2026, US EPA notified the Air District that an estimated \$2,350,000 in CAA Section 105 grant funds would be available to the Air District for Federal Fiscal Year (FY) 2027 and invited the Air District to apply. (Attachment 1.) These funds would be awarded as a new grant starting on October 1, 2026 and ending on September 30, 2027.

Air District staff submitted an application for these grant funds on July 31, 2026. To support the application, the Air District submitted a detailed Work Plan outlining the Work Plan goals and the outputs that the Air District would achieve with the grant funds. (Attachment 2.) As detailed in the application and Work Plan, the Air District plans to use the grant funds to support staff efforts in implementing various programs related to Section 105 of the CAA, including air emissions reporting under the State Implementation Plan, New Source Review permitting, ambient air monitoring, rulemaking, air toxics reporting, transportation conformity and air quality coordination, inspections and enforcement, recordkeeping, and program evaluation. The application also includes \$16,752 for the Air District's membership dues for the National Association of Clean Air Agencies. Air District staff expect that US EPA will award these grant funds after the new federal fiscal year starts on October 1, 2026, although the final award may differ from the anticipated \$2,350,000 amount based on the amount appropriated by Congress. Air District staff seek authorization from the Board of Directors to accept these grant funds once awarded, and to obligate and expend them consistent with the Air District's budget and the Work Plan.

In addition, of the total \$2,350,000 in grant funds staff have applied for, a portion of the total funding (approximately \$615,000) is designated to be passed through to the California Air Pollution Control Officers Association (CAPCOA) to continue supporting smaller participating Air Districts in California with CAA Section 105 funding, through a program known as the Region 9 Pilot Program. CAPCOA is responsible for passing the funding to several smaller air districts, ensuring that these air districts adhere to the requirements of the grants, and reviewing and submitting workplans and reports to the Air District to include in our reporting to US EPA. Air District staff are requesting authorization to sign a Memorandum of Understanding (MOU) with CAPCOA (Attachment 3) for the pass-through of this funding to CAPCOA for the Region 9 Pilot Program. As with the total grant award, the final amount approved by US EPA to pass through to CAPCOA will be determined based on the level of funding authorized by Congress.

Finally, an additional portion of the grant funds applied for (approximately \$125,000) is designated to be passed through to CAPCOA for administration of the Region 9 Pilot Program. Staff also seek authorization to pass these administration funds through to CAPCOA. If authorized, staff would pass them through to CAPCOA under a separate MOU approved by the Board in 2021 governing how these US EPA 105 administrative funds are passed through based on qualified invoices (Attachment 4). This 2021 MOU

continues until terminated by either the Air District or CAPCOA.

As noted above, the \$2,350,000 in total grant funds available, and the amounts that may be allocated to pass through to CAPCOA, are estimates. The final FFY 2027 grant amounts will be determined by the appropriations bill ultimately enacted by Congress and issued through the grant award from US EPA. If the final level and distribution of FFY 27 grant funds are lower than this estimate, the Air District will be asked to submit revised budget spreadsheets to US EPA reflecting the final enacted amount of funding.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The \$2,350,000 projected grant funding was included in the Fiscal Year Ending 2026-2027 Approved Budget. The pass-through payments to CAPCOA will only be disbursed once US EPA awards the grant funds to the Air District.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Kate Hoag, Pam Leong, and Danica Winston
Reviewed by: Andrea Polidori, and Stephanie Osaze

ATTACHMENT(S):

1. Please Apply Letter from US EPA for Section 105 Grant for FY27
2. Bay Area Air District Section 105 Grant Work Plan for FY27
3. Draft Federal FY2026-27 Memorandum of Understanding with CAPCOA for the Region 9 Pilot Project
4. 2021 Memorandum of Understanding with CAPCOA for 105 Grant Pilot Project Administration



REGION 9

SAN FRANCISCO, CA 94105

June 29, 2026

Dr. Philip M. Fine
Air Pollution Control Officer
Bay Area Air Quality Management District
375 Beale Street, Suite 600
San Francisco, CA 94105

Dear Dr. Fine:

The U.S. Environmental Protection Agency (EPA) invites you to apply for **\$2,300,000** in Clean Air Act (CAA) Section 105 grant funds for Fiscal Year 2027 (FY27). Please be advised that this FY27 target amount is only an estimate, based on the level of funding passed by Congress for Federal Fiscal Year 2026. Your final FY27 amount will be determined by the appropriations bill ultimately enacted by Congress. If the final level and distribution of FY27 grant funds are lower than this estimate, you will be asked to submit revised budget spreadsheets reflecting the final enacted amount of funding.

When preparing your FY27 work plan, you must clearly identify the activities and tasks supported by this grant (remember, title V activities are not allowable). Please continue to give careful attention to your proposed expenditure of non-Federal funds, since the maintenance of effort (MOE) level must be maintained. A decrease in your proposed expenditures could jeopardize EPA financial assistance. Please be sure to provide full budget details as described in the application instructions for each budget category and notify EPA immediately if the non-Federal contribution to the grant will decrease in your FY27 application.

EPA is developing the FY 2026-2030 Strategic Plan that will align with Administrator Lee Zeldin's 5 pillars detailed in the "Powering the Great American Comeback" Initiative. Specifically, these continuing environmental programs support EPA Pillar 1: Clean Air, Land, and Water for Every American and Pillar 3: Permitting Reform, Cooperative Federalism, and Cross-Agency Partnership. See <https://www.epa.gov/newsreleases/epa-administrator-lee-zeldin-announces-epas-powering-great-american-comeback>. Negotiated work plans and associated grant progress reports must continue to prominently display work plan commitments and time frames. We will alert your agency when a new strategic plan is available, along with guidance for any requirements to modify work plans or report submittals.

Please apply for **\$2,300,000** to be awarded under Section 105 of the Clean Air Act through **Grants.gov**. Search for application packages using Funding Opportunity Number (FON) **EPA-CEP-01**. The Assistance Listing Number for this grant is **66.001**. Your final application, including an approved work plan, is due no later than **August 1, 2026**.

Please review the attached *2026 EPA Region 9 Grants Handbook*, *2026 R9 Application Guide*, and Air MOE Checklist for more information on completing your application. Federal regulations, new EPA requirements, and other resources are located at <http://www.epa.gov/grants>. We suggest you forward these materials to your Project Manager, Financial Officer, and any other personnel in your organization requiring this information.

Your organization must register and be active in SAM.gov using a Unique Entity Identifier (UEI) number before utilizing Grants.gov to apply for funding. Registering or updating your registration through both systems can take up to 30 days to complete. Therefore, it is highly recommended that EPA applicants complete their registration on SAM.gov and Grants.gov now. If it appears that the Grants.gov registration process may prevent you from submitting your application by the due date, then please contact Support@grants.gov or call 1-800-518-4726. You should also notify your Project Officer before the application due date to request an extension.

Please note that consideration for any new or additional federal funding is contingent on meeting all terms and conditions for existing EPA grants or cooperative agreements. This includes, but is not limited to, timely reporting; responding to audits/desk review reports; meeting audit/non-compliance corrective action plan milestones; and/or submitting final closeout reports within 120 days from the date a grant or cooperative agreement expires.

Questions regarding administrative or fiscal matters should be referred to your EPA Grants Management Specialist, Veronica Adams, at Adams.Veronica@epa.gov. Please contact your EPA Project Officer, Asia Yeary, at Yeary.Asia@epa.gov with programmatic questions.

Sincerely,

**KENNETH
ISRAELS**

Ken Israels, Manager
Grants and Tribal Section

Digitally signed by
KENNETH ISRAELS
Date: 2026.07.01
06:24:41 -07'00'

cc: Pamela Leong
Andrea Polidori
Stephanie Osaze
Danica Winston
Charley Knoderer
Jerry Bovee

CLEAN AIR ACT §105 GRANT COOPERATIVE AGREEMENT/WORKPLAN

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

U.S ENVIRONMENTAL PROTECTION AGENCY REGION IX

EPA Fiscal Year 2027

AIR DISTRICT BACKGROUND

The Bay Area Air Quality Management District (Air District), the state's first regional agency dealing with air pollution, was created by the California Legislature in 1955. The Air District's jurisdiction encompasses all of seven counties -- Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara and Napa, as well as the southwestern portion of Solano County and the southern portion of Sonoma County. The Air District is governed by a 24-member Board of Directors, made up of publicly elected officials apportioned according to the population of the represented counties. The Board has the authority to develop and enforce regulations for the control of air pollution within its jurisdiction.

The largest portion of Air District revenue is derived from permit fees and county property taxes. Penalties, state subvention monies, general fund interest, and other miscellaneous fees, subscriptions and revenues generate the remaining funds.

AIR DISTRICT WORK PLAN PURPOSE AND GOALS

The purpose of this grant is to help protect human health and the environment by providing access to clean air for all. The expected outcomes include improved implementation of air quality programs that are established to address the attainment and maintenance of the National Ambient Air Quality Standards (NAAQS) as well as immediate and emerging threats to public health and welfare from air pollution (CAA 105(a)). Toward this end, the Air District has established the following core goals:

- Achieve Impact,
- Advance Environmental Justice,
- Foster Cohesion and Inclusion, and
- Be Effective, Accountable, and Customer-Oriented

The Air District strives to be effective, accountable, and customer oriented. This includes being good stewards of tax dollars and ensuring that every amount spent is going towards advancing clean air and protecting human health and the environment.

With these goals in mind, the Air District has formulated this grant agreement in consultation with EPA Region IX consisting of the following objectives as part of the 105 Grant Program for Federal FY 2027.

AIR DISTRICT PROJECTS AND ACTIVITIES

The Air District is undertaking several projects as part of our commitment to strengthening program integrity and aligning with the objectives of the 105 EPA grant. The Air District employs a number of activities to ensure ongoing compliance with and maintenance of the NAAQS. This includes assessing

compliance of the NAAQS with air monitoring, emissions inventories, and modeling, developing plans that determine the collection of measures needed to attain or maintain the NAAQS, developing rules, issuing and enforcing permits, incentivizing emission reductions, and conducting outreach to raise awareness of air pollution and its health effects.

Specific activities include but are not limited to:

- Ambient air quality and emissions monitoring and data analysis
- Inventory of emissions
- National ambient air quality standards (NAAQS) planning and implementation, including control strategy development for attainment and maintenance of the NAAQS
- Regulation development and implementation
- Reduction of risks from hazardous air pollutants
- Non-Title V related permitting and enforcement
- Distributing incentive funding to reduce emissions
- Public outreach and education, communicating about air quality
- Staff training and development

CAPCOA SUBAWARD and NACAA MEMBERSHIP DUES

The Air District will provide a subaward to the California Air Pollution Control Officers Association (CAPCOA) for a total of approximately \$735,647. This includes approximately \$123,711 for CAPCOA administration of the subaward and approximately \$611,936 to CAPCOA to pass through to their subgrantees to continue the Region IX Small Grant Recipients Project for another year. CAPCOA has agreed to assume all subgrantee responsibilities and will ensure that their subgrantees (Air District's sub-subgrantees) will adhere to the requirements of this CAA 105 Grant Program and follow all terms and conditions of the grant.

CAPCOA's subgrantees include: Butte County Air Quality Management District, Eastern Kern Air Pollution Control District, Great Basin Unified Air Pollution Control District, Imperial County Air Pollution Control District, Mojave Desert Air Quality Management District, Placer County Air Pollution Control District, San Luis Obispo County Air Pollution Control District, and Yolo Solano Air Quality Management District.

CAPCOA is also responsible for collecting work plans and budget details from their subgrantees, reviewing these workplans and budget details for completeness and alignment with the CAA 105 program, receiving and compiling invoices from them and checking to ensure these invoices align with their approved workplans and budgets, processing checks to them after work is completed within the budget/project period, compiling, reviewing, and submitting mid-year and final reports, making sure these reports include details about what has happened during the reporting period on each workplan task. It is CAOCOA's role to make sure all workplans, budgets, and reports are final before submitting them to the Air District, who will, in turn, submit them to EPA Region IX, incorporating suggestions from the Air District and EPA Region IX. CAPCOA will make sure all of their subgrantees only use this federal grant funding for approved activities covered by the CAA 105 Grant Program and for costs covered in their approved budgets. The Air District, CAPCOA, and all of CAPCOA's subgrantees must follow all relevant grant terms and conditions, including procurement regulations.

In addition, the Air District requests that EPA not deduct or bill the Air District for the annual CAPCOA membership dues and to send a 2027 bill directly to the Bay Area District for the National Association of Clean Air Agencies membership dues.

Bay Area Air Quality Management District FY27 105 Grant Workplan (Oct 1, 2026 - September 31, 2027)

Workplan Components	Outcome(s)	Output(s)	Interim Milestone	Target Completion Date	Grantee Contact Name	Grantee Contact Information	Equipment Support	Contract or Subaward Subaward Support
Component 1 - State Implementation Plan								
Air Emissions Reporting: The Air District will provide updated emissions data for criteria and toxic pollutants to the California Air Resources Board to meet State reporting requirements as specified under federal regulation 40 CFR Part 51, Subpart A - Air Emissions Reporting Requirements	Annual criteria air pollutant and toxics emissions inventory from permitted stationary sources to meet state mandated reporting requirements.	Supports regional modeling, community assessments, rulemaking, and updated SIP and other plan developments	August 2026	November 2026 and if needed, January 2027	Virginia Lau	(415/749-4696) vlau@baaqmd.gov	N/A	N/A
Component 2 - General and Transportation Conformity -- Analysis and Planning for attainment and maintenance of the NAAQS								
Conformity/General and Transportation: The Air District will work in partnership with MTC and ABAG on revisions to the SIP to address transportation conformity. The Air District will coordinate work with agency partners including Caltrans and CARB as needed.	SIP revisions to address general and transportation conformity informed by Air District, MTC, and ABAG	Updated SIP	As mandated in regulation	As mandated in regulation	Monte DiPalma	(415/749-8701) mdipalma@baaqmd.gov	N/A	N/A
Conformity/General and Transportation: The Air District will conduct General Conformity consultations with project sponsors receiving federal funds and to federal agencies. The Air District will coordinate and consult with MTC for Transportation Conformity determinations.	Transportation conformity determinations will be informed by the Air District. General conformity determinations will be provided, as needed.	Comments and other feedback from the Air District considered in general or transportation conformity determination.	Attend monthly Transportation Conformity Task Force meetings and provide comments on projects, if needed. Meet to discuss projects for general conformity, as needed.	Ongoing Oct 2026 - Sept 2027	Monte DiPalma	(415/749-8701) mdipalma@baaqmd.gov	N/A	N/A
Transportation/Air Quality Coordination: The Air District will review and, if necessary, comment on the Regional Transportation Plan, MPO Overall Work Program, and Transportation Improvement Program.	RTP, TIP and other related work will be informed by the Air District	If necessary, comments and other feedback from the Air District provided to MTC to the RTP, TIP, and other related work	Within 30 days of receipt	Ongoing Oct 2026 - Sept 2027 (Any comments are submitted by the end of comment period)	Monte DiPalma	(415/749-8701) mdipalma@baaqmd.gov	N/A	N/A
Component 3 - Air Toxics								
Emission Inventory and Monitoring: Provide EPA with the air toxics emission inventory for calendar year 2023.	Complete Air Toxics emission inventory for the permitted sources within the SF Bay Area region	Provide EPA with the air toxics emission inventory	October 2026	January 2027	Ariana Husain	(415/749-8433) ahusain@baaqmd.gov	N/A	N/A
Area Source Rules & Standards: The Air District will submit a list of area source rules and standards, if any, for which the Air District intends to seek approval under Section 112(l) of the CAA for adopted NESHAPs.	Inventory of adopted area source NESHAPs submitted to EPA identifying candidates for 112(l) delegation.	Submittal of a list of area source rules and standards for which the Air District intends to seek 112(l) approval.	As needed	Ongoing Oct 2026 - Sept 2027	Ariana Husain	(415/749-8433) ahusain@baaqmd.gov	N/A	N/A
Air Toxics: If the Air District intends to submit any air toxics rule as equivalent to the federal standard, submit draft equivalency demonstrations for review and comment at least 60 days before submittal of a Section 112(l) application.	Draft equivalency demonstration(s) submitted to EPA for review and comment ≥60 days prior to 112(l) application submittal.	Submittal of draft equivalency demonstrations for any air toxics rule proposed as equivalent to the federal standard, at least 60 days before the 112(l) application.	none	60 days prior to submittal	Ariana Husain	(415/749-8433) ahusain@baaqmd.gov	N/A	N/A
Air Toxics: Submit any initial notifications and/or compliance certifications for area sources within 30 days after initial notification and/or compliance certification deadline provided for in each individual Section 112 standard.	Area source initial notifications and compliance certifications processed and submitted within 30 days of the applicable subpart deadline	Submittal initial notifications and/or compliance certifications for area sources within 30 days of each applicable Section 112 standard's notification/certification deadline.	Within 30 days following initial notification	Ongoing Oct 2026 - Sept 2027	Ariana Husain	(415/749-8433) ahusain@baaqmd.gov	N/A	N/A
Component 4 - Stationary Source Rulemaking								
Schedule: Rulemaking activity will be posted on the Air District's web site and updated regularly.	Provide information about recent, current, and upcoming rulemaking activity	Regularly updated rulemaking activity website	Ongoing	Ongoing Oct 2026 - Sept 2027	David Joe	(415/749-8623) djoe@baaqmd.gov	N/A	N/A
Notice Requirements: The Air District will submit drafts of all federally required rules, workshop notices, and public hearing notices 30 days in advance of any workshop or public hearing.	Provide advanced notice of federally required rules and rulemaking activity	Submittal of draft and proposed rulemaking materials and notices	30 days prior to event	Ongoing Oct 2026 - Sept 2027	David Joe	(415/749-8623) djoe@baaqmd.gov	N/A	N/A
Revisions: When submitting rules as a formal revision to a rule previously approved by EPA as a part of the Air District's Attainment and Maintenance Plan, the Air District will ensure that the rule will adhere to any applicable EPA criteria for approval	Ensure submitted rule revisions adhere to applicable EPA criteria for approval	Submittal of rule revisions meeting applicable criteria for EPA approval	30 days following Board approval	Sept 2027	David Joe	(415/749-8623) djoe@baaqmd.gov	N/A	N/A

Bay Area Air Quality Management District FY27 105 Grant Workplan (Oct 1, 2026 - September 31, 2027)

Workplan Components	Outcome(s)	Output(s)	Interim Milestone	Target Completion Date	Grantee Contact Name	Grantee Contact Information	Equipment Support	Contract or Subaward Subaward Support
Component 5 - New Source Review (NSR) -- Maintenance of NAAQS								
Authorities to Construct: At least 30 days prior to issuance, the Air District will submit to EPA all proposed Authorities to Construct or permit modifications for major facilities whose emission increases are equal to or greater than the following emission rates or that are located within 10 km of a Class I area. Criteria Pollutant: TPY HC: 25 NOx: 25 SOx: 25 PM10: 15 CO: 100 BAAQMD will include accompanying public notices (if applicable) and support technical/engineering evaluations	EPA notified of qualifying Authorities to Construct/permit modifications before issuance.	Proposed Authorities to Construct and permit modifications for qualifying major facilities, complete with public notices and engineering evaluations, submitted to EPA ≥30 days prior to issuance.	Concurrent with release of 30-day public notice	Ongoing Oct 2026 - Sept 2027	Pamela Leong	(415/749-5186) pleong@baaqmd.gov	N/A	N/A
Authorities to Construct: The Air District will submit all draft Authorities to Construct or permit amendments for new/modified stationary sources that propose to use on site emission reductions to net out of review from federal NSR/PSD.	Draft Authorities to Construct/permit amendments involving proposed netting out of federal NSR/PSD submitted to EPA for review prior to issuance.	Draft Authorities to Construct and permit amendments for new/modified stationary sources proposing to net out of federal NSR/PSD review via on-site emission reductions, submitted to EPA for review during the funding period.	Concurrent with release of 30-day public notice	Ongoing Oct 2026 - Sept 2027	Pamela Leong	(415/749-5186) pleong@baaqmd.gov	N/A	N/A
Authorities to Construct: The Air District will submit all final Authorities to Construct issued under NSR Outputs 1 and 2 above, along with responses to EPA comments (if provided).	Federal oversight of major source and netting-based permitting decisions completed prior to finalization, ensuring NSR/PSD permits issued by the Air District are consistent with Clean Air Act requirements for protecting and maintaining air quality — including BACT/LAER controls, emissions offsets, and NAAQS attainment and maintenance in affected areas	All final Authorities to Construct issued for major facilities and netting-based permit actions (per NSR Outputs 1 and 2), together with the Air District's responses to any EPA comments, submitted to EPA during the funding period.	Concurrent with release of 30-day public notice	Ongoing Oct 2026 - Sept 2027	Pamela Leong	(415/749-5186) pleong@baaqmd.gov	N/A	N/A
Authorities to Construct: The Air District will submit all draft banking credit certifications that trigger public notices and supporting technical/engineering evaluations.	EPA oversight of emission reduction credit (ERC) banking certifications completed prior to finalization, ensuring banked credits are quantified as surplus, permanent, quantifiable, and enforceable — preserving the integrity of the offset pool used to satisfy Clean Air Act nonattainment NSR emissions offset requirements and support continued progress toward attainment of the NAAQS.	Draft banking credit certifications requiring public notice, together with supporting technical/engineering evaluations, submitted to EPA for review during the funding period.	Concurrent with release of 30-day public notice	Ongoing Oct 2026 - Sept 2027	Pamela Leong	(415/749-5186) pleong@baaqmd.gov	N/A	N/A
Authorities to Construct: Prior to deeming a permit application complete, the Air District will notify EPA of all new major stationary sources and major modifications that may be subject to the following portion of the federal PSD regulation 40 CFR 52.21: Sources with stack heights over 65 meters	EPA visibility into major source projects proposing stack heights above Good Engineering Practice (GEP) thresholds.	Notifications to EPA of all new major stationary sources and major modifications with stack heights exceeding 65 meters, submitted prior to completeness determination, during the funding period.	Concurrent with release of 30-day public notice	Ongoing Oct 2026 - Sept 2027	Pamela Leong	(415/749-5186) pleong@baaqmd.gov	N/A	N/A
Notification of Federal Land Manager and Fish and Wildlife Service: The Air District will notify the Air Quality Division of the National Park Service, the USDA Regional Forester and the Fish and Wildlife Service of any new major stationary source or major modification. In addition, the appropriate federal land manager must be notified when any minor modification of a major source occurs within 10 km of a Federal Class I area. The Air District will submit to EPA a copy of the notification.	Federal Land Managers afforded the opportunity to review and comment on proposed sources and modifications with potential to affect air quality related values.	New Major Source or major modification: Public notice and draft permit to the listed parties, followed by notice of final issuance./ Minor Modification of a Major Source: Notice to listed parties.	Concurrent with release of 30-day public notice	Ongoing Oct 2026 - Sept 2027	Pamela Leong	(415/749-5186) pleong@baaqmd.gov	N/A	N/A
Authorities to Construct: The Air District will report updated RACT/BACT/ LAER determinations to the RACT/BACT/LAER Clearinghouse as required by the 1990 CAA. CARB will compile the California submittal. Submit to CARB on the appropriate forms, a summary of all RACT/BACT/LAER determinations for new and modified sources.	Air District control technology determinations made available through the national RBLC database, supporting consistent, technology-forcing application of RACT/BACT/LAER nationwide and ensuring permitting decisions reflect the most stringent controls demonstrated achievable.	Report updated RACT/BACT/LAER to CARB and EPA.	Within 60 days of the change	Ongoing Oct 2026 - Sept 2027	Pamela Leong	(415/749-5186) pleong@baaqmd.gov	N/A	N/A
Reporting Requirements: The Air District will include the following information in the semi-annual reports submitted to Air Grants Contact: a.A list of all authorities to construct/modify issued. The list will identify the stationary source name, the application number and the process equipment subject to the permit. b.A list of all banking credits/ERCs issued identifying stationary source name, pollutant and emissions certified. Any outstanding or interesting NSR issues that BAAQMD would like to bring to EPA's attention.	Sustained EPA visibility into the Air District's full NSR/PSD permitting activity and offset transactions over time, supporting program accountability and enabling early identification of systemic or emerging permitting issues	Semi-annual reports submitted to the Air Grants Contact containing a complete list of ATCs/modifications issued (source, application number, equipment), a complete list of banking credits/ERCs issued (source, pollutant, emissions certified), and a narrative summary of any outstanding or notable NSR issue	Semi-Annually March 2027	Sept 2027	Pamela Leong	(415/749-5186) pleong@baaqmd.gov	N/A	N/A

Bay Area Air Quality Management District FY27 105 Grant Workplan (Oct 1, 2026 - September 31, 2027)

Workplan Components	Outcome(s)	Output(s)	Interim Milestone	Target Completion Date	Grantee Contact Name	Grantee Contact Information	Equipment Support	Contract or Subaward Subaward Support
Component 6 - Continuous Emissions Monitoring								
Relative Accuracy Testing Audits: Affected facilities are required to conduct relative accuracy testing audits (RATA) for Acid Rain and submit reports for review and approval. When a RATA is required, an outside contractor is hired to do the testing. The Air District will review all outside contractor tests submitted and recommend acceptability as such.	Emissions Monitoring; Compliance with Federal emission standards, CEMS QA/QC procedures.	Number of RATA reports received and reviewed.	Within 60 days of test	Ongoing Oct 2026 - Sept 2027	Jeff Aaseth	(415/749-4968) jaaseth@baaqmd.gov	N/A	N/A
Training: The Air District will participate in EPA sponsored training with other agencies and affected facilities in the Air District.	Staff Training; Compliance with current EPA training requirements, staff development.	Number of EPA sponsored trainings attended.	As scheduled by EPA	Ongoing Oct 2026 - Sept 2027	Jeff Aaseth	(415/749-4968) jaaseth@baaqmd.gov	N/A	N/A
Continuous Emission Monitors: The Source Test Section will provide EPA with a list of all federally required EER and CEMS sources if requested by EPA.	Excess Emissions Reporting and Air Pollution Data Analysis and Management	Maintain current EER log, list of CEMS by facility.	Within 10 days of request	Ongoing Oct 2026 - Sept 2027	Jeff Aaseth	(415/749-4968) jaaseth@baaqmd.gov	N/A	N/A
Component 7 - Source Inspections & Recordkeeping								
Major Source Inspections and Recordkeeping: The results from all Title V inspections will be logged into ICIS-Air in accordance with the Air District's CMS Plan with EPA.	Program review and implementation	Inspection data is maintained and available for review upon request.	Available within 30 days	Available within 30 days Ongoing Oct 2026 - Sept 2027	Tracy Lee	(415/749-4699) tracylee@baaqmd.gov	N/A	N/A
Minor Source Inspections and Recordkeeping: The compliance status pertaining to minor source inspections will be stored in the Air District's data system.	Program review and implementation	Inspection data is maintained and available for review upon request.	Available within 30 days	Available within 30 days Ongoing Oct 2026 - Sept 2027	Tracy Lee	(415/749-4699) tracylee@baaqmd.gov	N/A	N/A
Inspection Strategy: The Air District will continue to implement the targeted inspection strategy agreed upon with the EPA.	Program review and implementation	Inspections are prioritized based on compliance data and trends.	none	Ongoing Oct 2026 - Sept 2027	Tracy Lee	(415/749-4699) tracylee@baaqmd.gov	N/A	N/A
Enforcement Actions: The Air District will initiate enforcement actions against violators and ensure corrective actions are taken to resolve compliance concerns.	Program review and implementation	The Air District continues to enforce regulations through inspections and complaint investigations and will provide enforcement documentation upon request.	none	Ongoing Oct 2026 - Sept 2027	Tracy Lee	(415/749-4699) tracylee@baaqmd.gov	N/A	N/A
Safety Equipment and Training: The Air District will continue to conduct safety training for all staff and provide the appropriate personal protective equipment for compliance inspections.	Staff Training	The Air District maintains records of staff trainings and an inventory of safety equipment to address inspection requirements.	none	Ongoing Oct 2026 - Sept 2027	Tracy Lee	(415/749-4699) tracylee@baaqmd.gov	N/A	N/A
Compliance Assistance: These activities will be reported to EPA quarterly via the Air District's web site and Board of Director's Report.	Program review and implementation	The Air District reports enforcement activities to EPA and the Board of Directors.	Available within 30 days after end of calendar quarter Oct 2026 Jan 2027 Apr 2027	July 2027	Tracy Lee	(415/749-4699) tracylee@baaqmd.gov	N/A	N/A
Asbestos NESHAP Enforcement: The Air District's Asbestos NESHAP Coordinator will attend the Asbestos NESHAP Workgroup meetings. These meetings will be held in the state and there will be no more than two per year.	Program review and implementation	Staff continues to attend bi-annual meetings.	none	Ongoing Oct 2026 - Sept 2027	Tracy Lee	(415/749-4699) tracylee@baaqmd.gov	N/A	N/A
A staff member will attend the monthly ICIS-Air conference calls/webinars.	Program review and implementation	Staff will attend ICIS-Air conference calls/webinars, as scheduled.	none	Ongoing Oct 2026 - Sept 2027	Tracy Lee	(415/749-4699) tracylee@baaqmd.gov	N/A	N/A
Component 8 Record-keeping-- Rule Implementation								
The Air District will maintain the following records: Engineering - Permit application and source listings. Clerk of the Boards – Variances, accusations, permit appeals. These files will be made available to EPA upon request.	Program review and implementation	The respective records listed are maintained and available upon request.	As requested by EPA	Ongoing Oct 2026 - Sept 2027	Pamela Leong Marcy Hiratzka	(415/749-5186) pleong@baaqmd.gov (415/749-5073) mhiratzka@baaqmd.gov	N/A	N/A
Component 9 - General Counsel & Legal-- Rule Implementation								
Mutual Settlement Program: Statistics of this program will be maintained at the Air District.	Maintaining statistics regarding this program (number of Notices of Violation resolved, penalties collected, enforcement cases filed, etc.) helps track effectiveness of the Air District's enforcement program.	Statistics regarding the Mutual Settlement Program maintained and available for review upon request; reports can be generated to provide details regarding specific aspects of the program.	As requested by EPA	Ongoing Oct 2026 - Sept 2027	Alexander Crockett Stacey Pon	acrockett@baaqmd.gov (415/749-4920) (415/749-5180) spon@baaqmd.gov	N/a	N/a
The Air District will report monthly to ICIS-Air all Notices of Violations issued to Title V and Synthetic Minor facilities in accordance with the Air District's CMS Plan with EPA.	Program review and implementation	The Air District continues to report Notices of Violations in ICIS-Air.	Within 15 days following end of the month November 2026 through August 2027	Sept 2027	Tracy Lee Stacey Pon	(415/749-4699) tracylee@baaqmd.gov (415/749-5180) spon@baaqmd.gov	N/A	N/A
Component 10 - Hearing Board-- Rule Implementation								
Reports: Hearing Board decision reports will be updated and sent to ARB monthly.	Informs CARB and EPA of petitions that come before the BAAQMD's Hearing Board (either from APCO or regulated facilities	All Hearing Board Docket documents (petitions, orders, notices, etc.) are sent to CARB and EPA in real time	Within 30 days of decision	Ongoing Oct 2026 - Sept 2027	Marcy Hiratzka	(415/749-5073) mhiratzka@baaqmd.gov	N/A	N/A

Bay Area Air Quality Management District FY27 105 Grant Workplan (Oct 1, 2026 - September 31, 2027)

Workplan Components	Outcome(s)	Output(s)	Interim Milestone	Target Completion Date	Grantee Contact Name	Grantee Contact Information	Equipment Support	Contract or Subaward Subaward Support
Component 11- Ambient Air Monitoring								
The Air District will submit an annual network plan as required by 40 CFR 58.10 and obtain written EPA approval for adding, relocating, or discontinuing any SLAMS	Planning and documenting the regulatory air monitoring network	Annual network plan will be posted for public comment and then submitted to EPA by July 1, 2027. Network modification request letters will be submitted to EPA as needed.	none	July 2027	Dan Alrick	(415/749-4665) dalrick@baaqmd.gov	N/A	N/A
The Air District will notify EPA if any SLAMS sites are not operating for more than 14 consecutive calendar days.	Document and provide notice to EPA about any issues with the operational status of ambient air monitoring stations if they occur by the end of the following calendar quarter.	Provide a written notice and justification to EPA when a site is not operating and reporting.	If needed: Dec 2026 March 2027 June 2027	Ongoing Oct 2026 - Sept 2027	Dan Alrick	(415/749-4665) dalrick@baaqmd.gov	N/A	N/A
The Air District will update site information in the EPA AQS (or Ambient portion of the Unified Platform) database following additions, relocations, and major modifications impacting site status.	AQS and/or Unified Platform has up-to-date site and monitor information about Air District SLAMS and SPMs	Update site information tables in AQS / Unified Platform as needed.	Within 90 days following the network change	Ongoing Oct 2026 - Sept 2027	Ila Perkins	(415/749-8448) iperkins@baaqmd.gov	N/A	N/A
The Air District will submit quarterly SLAMS ambient air quality data and quality assurance data, including precision and accuracy data, by the deadlines outlined in 40 CFR 58 to the EPA AQS database.	Air Monitoring and QA data is housed in AQS and available to EPA and the public in a timely fashion.	Quarterly report to EPA on status of AQS air monitoring and QA data uploads	Dec 2026 March 2027 June 2027	Sept 2027	Charley Knoderer	(415/749-4613) cknoderer@baaqmd.gov	N/A	N/A
If data for any site are less than 75% complete for a quarter, the Air District will submit written explanation to EPA at the time of data submittal.	Transparency to EPA about any reasons why air monitoring data is not meeting completeness requirements.	Written summary of sites not meeting 75% completeness to EPA Region IX by the data submittal deadline	If needed: Dec 2026 March 2027 June 2027	Ongoing Oct 2026 - Sept 2027	Charley Knoderer	(415/749-4613) cknoderer@baaqmd.gov	N/A	N/A
The Air District will certify our 2026 SLAMS data as required and submit a certification letter to EPA.	Certified SLAMS Data indicates that the quality assurance process for the air quality data is complete and describes any deviations from requirements.	Annual SLAMS Data Certification Letter and AQS certification form entry	none	May 2027	Lilian R. Turcios-Metho	(415/793-8275) lturcios-metho@baaqmd.gov	N/A	N/A
The Air District will address Technical Systems Audit (TSA) findings by following actions in EPA-approved corrective action plans, including submitting quality assurance documentation for EPA's approval	Continued improvement of the regulatory air monitoring program by participating in and responding to EPA's Technical Systems Audits	Corrective Action Plan (CAP) summarizing the Air District's proposed corrective actions and TSA finding close-out reports once actions are completed	Deadlines set by EPA TSA final audit report for the CAP and in each finding's CAP for specified actions	Ongoing Oct 2026 - Sept 2027	Lilian R. Turcios-Metho	(415/793-8275) lturcios-metho@baaqmd.gov	N/A	N/A
Component 12 - 105 Program Evaluation								
On-site Evaluations: The Air District will participate in on-site evaluations conducted by EPA by providing requested information and scheduling interviews with key staff as requested.	Program review and improvement	Program Evaluation	As requested by EPA	Ongoing Oct 2026 - Sept 2027	Pamela Leong Kate Hoag	(415/749-5186) pleong@baaqmd.gov (415/749-4619) khoag@baaqmd.gov	N/A	N/A
Corrective Action Plan: The Air District will prepare a corrective action plan (CAP) that addresses deficiencies identified in EPA's program evaluation and include a schedule of implementation, if needed.	Program improvement	Plan to address program deficiencies	As requested by EPA	Ongoing Oct 2026 - Sept 2027	Pamela Leong Kate Hoag	(415/749-5186) pleong@baaqmd.gov (415/749-4619) khoag@baaqmd.gov	N/A	N/A
Component 13 - Other District Support								
Subgrant funding for certain California Air Districts to conduct 105 activities and for CAPCOA for their administration of these sub-subcontractor awards	105 funding provided to the agencies responsible for conducting certain Clean Air Act required activities	Agreement with CAPCOA on how subgrant funds will be administered and mid-year and end of year reporting on the completion of budgeted work	March 2027	Sept 2027	Pamela Leong Kate Hoag	(415/749-5186) pleong@baaqmd.gov (415/749-4619) khoag@baaqmd.gov	N/A	N/A

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CALIFORNIA AIR POLLUTION CONTROL OFFICERS ASSOCIATION
AND THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT
FOR EPA GRANT PASSTHROUGH PROJECT

The California Air Pollution Control Officers Association (“CAPCOA”) and the Bay Area Air Quality Management District (“AIR DISTRICT”) (hereafter referred to as the “Parties”) hereby enter into this Memorandum of Understanding (“MOU”), which shall be effective as of October 1, 2026 to September 30, 2027.

RECITALS

WHEREAS, CAPCOA has requested and received US Environmental Protection Agency (“EPA”) Region 9 approval for the AIR DISTRICT to pass through an estimated amount of \$611,936 to CAPCOA for a pilot air grant reallocation project to assist six to eight small California air districts that do not currently receive Clean Air Act funding to support certain aspects of their air pollution control programs.

WHEREAS, the AIR DISTRICT has agreed to act in this role as the fiscal agent for the distribution of federal grant funds to other air districts in the State of California;

WHEREAS, as between the Parties, CAPCOA has agreed to assume sole responsibility for taking reasonable action to require that the air districts receiving the grant funding (hereinafter referred to as “grant recipients”) adhere to the requirements of the EPA grant;

NOW, THEREFORE, in consideration of the terms, conditions, and covenants set forth herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. CAPCOA assumes sole responsibility for ensuring that the grant recipients adhere to the requirements of the EPA grant.
2. AIR DISTRICT will, upon receipt of grant funds from EPA for a pilot air grant reallocation project in the estimated amount of \$611,936, or other specified amount by EPA based on the level of funding passed by Congress for the fiscal year, under this MOU, pass the funds to CAPCOA.
3. CAPCOA will submit comprehensive work plans for grant recipients, receive and compile invoices from them, process checks to them, and compile information and submit reports to the AIR DISTRICT as outlined in the EPA grant.
4. CAPCOA will take reasonable action to require that the grant recipients use the grant funding for air activities such as strategic planning and evaluation, compliance assistance,

developing state implementation plans, monitoring air and emissions, rulemaking, operating permits, and other air pollution control program-related activities as outlined in the EPA grant. Grant funding includes reimbursement of designated air districts' costs of travel to National Emission Standards for Hazardous Air Pollutants (NESHAPS) meetings that will be held by EPA Region 9.

5. AIR DISTRICT will not be responsible for any oversight of the work or the work product of the grant recipients.
6. AIR DISTRICT will provide to EPA all reports required by EPA for the project as attachments to the AIR DISTRICT's 105 grant reports.
7. ASSIGNMENT – No party shall assign, sell, license, or otherwise transfer any rights or obligations under this MOU to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.
8. 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 MOU 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 MOU, 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.
9. ATTORNEYS' FEES – In the event any action is filed in connection with the enforcement or interpretation of this MOU, each party shall bear its own attorneys' fees and costs.
10. SEVERABILITY – If a court of competent jurisdiction holds any provision of this MOU 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.
11. HEADINGS – Headings on the sections and paragraphs of this MOU 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 MOU.
12. COUNTERPARTS/FACSIMILES/SCANS – This MOU 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 MOU. The parties may rely upon a facsimile copy or scanned copy of any party's signature as an original for all purposes.

13. GOVERNING LAW – Any dispute that arises under or relates to this MOU 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 MOU, including mediation, shall be San Francisco, California.
14. MODIFICATION –This MOU may only be amended by mutual agreement of the parties in writing and signed by both parties. No party has been induced to enter into this MOU by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein.

IN WITNESS WHEREOF, this MOU has been executed by the parties hereto.

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

CALIFORNIA AIR POLLUTION
CONTROL OFFICERS ASSOCIATION

Dr. Philip M. Fine, Executive Officer/APCO

Brad Poiriez, President

Date

Date

Reviewed by:

Alexander G. Crockett, General Counsel

Date: _____

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CALIFORNIA AIR POLLUTION CONTROL OFFICERS ASSOCIATION
AND THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT
FOR EPA GRANT PASSTHROUGH ADMINISTRATIVE FUNDS

This Memorandum of Understanding (MOU) is between the **Bay Area Air Quality Management District** (District), a California local public agency, and the **California Air Pollution Control Officers Association** (CAPCOA).

1.0 Recitals

- 1.1** The United State Environmental Protection Agency (EPA) annually invites agencies to apply for Clean Air Act Section 105 grant funds. Historically, EPA 105 grant funds, representing contributions from California Air Districts, have been awarded annually by EPA to support CAPCOA operations.
- 1.2** CAPCOA is not eligible to receive the funding directly from EPA and requires an approved agency to receive the monies from EPA, under an active grant, and administer the disbursement of the funds as a pass-through to CAPCOA.
- 1.3** The District is an approved agency and agrees to provide the grant administrative function for CAPCOA in order to support CAPCOA.
- 1.4** On September 1, 2021, the District Board of Directors passed a motion to authorize the Executive Director/Air Pollution Control Officer (APCO) to execute an MOU with CAPCOA related to the administration of pass-through EPA 105 grant funds designated for CAPCOA.

NOW, THEREFORE, in consideration of the mutual promises hereafter set forth, District and CAPCOA agree as follows:

2.0 Terms and Conditions

2.1 Purpose of MOU

The purpose of this MOU is to set forth the expectations of CAPCOA and the District regarding the District's role of fiscal agent for federal funds passed through to CAPCOA under the EPA 105 grant. A description of the Scope of Services for each party under this MOU is set forth in Exhibit A, attached and incorporated herein.

2.2 Term of MOU

The term of this MOU will commence upon full execution and will continue until terminated by either party as provided in section 2.4.

2.3 Indemnification

- A. District will indemnify and defend CAPCOA, its officers, agents and employees from and against all claims, demands, losses, damages, liability, costs, and expenses of whatever nature including court costs and attorney fees, whether for damages or loss of property, injury to or death of person, or economic or consequential loss arising

from or related to or claimed or alleged to have arisen from or been related to the negligence of District in the performance of its obligations under this MOU.

- B. CAPCOA will indemnify and defend District, its officers, agents and employees from and against all claims, demands, losses, damages, liability, costs, and expenses of whatever nature including court costs and attorney fees, whether for damages or loss of property, injury to or death of person, or economic or consequential loss arising from or related to or claimed or alleged to have arisen from or been related to the negligence of CAPCOA in the performance of its obligations under this MOU.

2.4 **Termination**

Either party may terminate this MOU for any reason by giving the other party 30-day written notice.

2.5 **Communication**

Any communication between the parties that is required under the provisions of this MOU must be in writing, and be either: (i) personally delivered, (ii) sent by prepaid, certified first class mail, return receipt requested, or (iii) sent by electronic mail (provided confirmation of delivery is confirmed via read receipt). Communications must be addressed to the parties as follows:

To CAPCOA	To District
Tung T. Le Executive Director California Air Pollution Control Officers Association 1107 Ninth Street, Suite 801 Sacramento, CA 95814 Phone: (916) 441-5700 Email: tung@capcoa.org	Jeff McKay Chief Financial Officer Bay Area Air Quality Management District 375 Beale Street, Suite 600 San Francisco, CA 94105 Phone (415) 749-4629 Email: jmckay@baaqmd.gov

- A. **Change of Mailing and/or Email Addresses:** Either party may change the mailing and/or email addresses for service by giving 15 days advance written notice to the other party.
- B. **Effective Date:** All notices will be effective upon receipt and will be deemed received (i) upon delivery, if personally delivered, (ii) on the 5th day following deposit in the mail, if sent by certified mail, or (iii) upon the date stated in the facsimile and/or email delivery confirmation, if sent by email.

2.6 **Audit of Records**

With regard to this MOU, both parties will maintain appropriate financial records and each party may demand access to these financial records to perform an audit. Both parties must make these records available to the requesting party within thirty (30) days of receiving the request for the records. Both parties must maintain records for five (5) years after the termination of the MOU.

2.7 **Severability**

If any provision of this MOU is held invalid or unenforceable, its invalidity or

unenforceability will not affect any other provisions of this MOU, and this MOU will be construed and enforced as if such provision had not been included.

2.8 Payments that Contravene the Law

District has no liability for payments that are found to contravene law. CAPCOA will reimburse District for any payments made by District to CAPCOA and later determined to contravene federal, state or local laws and regulations.

2.9 Waiver of MOU Provisions

No waiver or modification of this Contract will be binding upon either party unless made in writing and signed by a duly authorized representative of that party and no failure or delay in enforcing any right will be deemed a waiver. A waiver of a particular breach, or default, will not be deemed to be a waiver of any other subsequent breach or default.

2.10 Alteration

No alteration or variation of the terms of this MOU is valid unless made in writing and signed by both parties.

2.11 Counterparts

This MOU may be executed in multiple counterparts, each of which will constitute an original, and all of which taken together will constitute one and the same instrument. Signatures transmitted via facsimile or portable document format (pdf) to other parties to this MOU will be deemed equivalent to original signatures on counterparts.

2.12 Successors

This MOU will bind the successors of District and CAPCOA in the same manner as if they were expressly named.

2.13 Entire Agreement

This MOU constitutes the entire agreement between District and CAPCOA. Both parties revoke all prior or contemporaneous oral or written agreements between them that are inconsistent with this Contract. In the event of a dispute between the parties regarding the MOU, this MOU will be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this MOU. This MOU includes the following documents, which are incorporated as though fully set forth herein:

A. Exhibit A – Scope of Services

2.14 Authority to Bind

The persons signing on behalf of the parties to this MOU warrant that they have the legal authority to execute this MOU.

EXHIBIT A: SCOPE OF SERVICES

The scope of work for each party is described as follows:

District's Responsibilities

1. **Fiscal Agent:** The District is the fiscal agent for each EPA grant term; the EPA grant term is a Federal Fiscal Year from October 1 to September 30.
2. **Award Amount:** District to provide EPA Invitation to Apply letter (estimate of award) and Final Award letter (approved award) to CAPCOA within 30 days after the District confirms the award amount. No expenses will be reimbursed to CAPCOA until after the Final Award letter is received by the District.
3. **Invoicing:**
 - A. Invoice Review – District will review and approve all qualified CAPCOA invoices within 30 days of the submission of a complete invoice package. A complete invoice package includes the CAPCOA invoice and all receipts to support the invoiced amounts. District will approve for payment all reasonable and supported expenses. Any items not resolved or supported in a given invoice will not be paid at that time. Once resolved these items may be included in future invoices.
 - B. Invoice Payment – District will pay approved CAPCOA invoices within 30 days of approval. Payments will be made to CAPCOA once the Final Award letter is received by the District.
 - C. Allowable Costs – District will follow 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Award costs. Under this guidance, costs must be necessary and reasonable for the performance of the award and be allocable. Only allowable costs will be approved for reimbursement.
4. **Reporting:**
 - A. EPA Reporting – District will provide to EPA all reports required by EPA for the EPA 105 grant reports.
 - B. Schedule of Expenditures of Federal Awards (SEFA) Reporting – District to assist CAPCOA with SEFA reporting as required by the EPA and external Certified Public Accountants (CPA).

CAPCOA's Responsibilities

1. **Invoicing:**
 - A. Basis of Invoiced Expenses - Amounts will be invoiced on a reimbursement basis (i.e., expenditures made prior to request for reimbursement).
 - B. Invoice Submission– CAPCOA to submit grant invoices with all required supporting documentation for eligible expenses within 20 days of the end of each month for which reimbursement of expenses is being sought. The CAPCOA invoice will include complete supporting documentation.

- C. Invoice Format – The CAPCOA invoice package may be submitted either electronically to the District’s SharePoint link or in hard copy. CAPCOA will e-mail District designated Finance staff notifying them when an invoice is submitted/sent.
 - D. Invoice Information Requests – CAPCOA will respond to District requests for information to support monthly invoices on a timely basis, not to exceed 10 business days.
 - E. Invoice Award Limit – Invoices will be submitted in a total amount not to exceed the annual EPA grant award identified in the Formal EPA Award letter.
 - F. Timing of Expenses - Expenditures submitted for reimbursement must occur within the term of the applicable annual federal fiscal year (FFY).
 - G. Allowable Costs – CAPCOA will follow 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Award costs. Under this guidance costs must be necessary and reasonable for the performance of the award and be allocable. CAPCOA will only submit allowable costs for reimbursement.
- 2. **Audited financial statements:** CAPCOA to provide to the District the audited annual financial statements 60 days after financial statements are issued by the external CPA.
 - 3. **Annual Budget:** CAPCOA to provide to the District the annual budget for the CAPCOA EPA 105 funding within 60 days after Board approval.
 - 4. **Response to Audit Requests:** CAPCOA to provide timely response in not more than 10 business days to requests from the District for documents to support audit requests for documents not previously provided (i.e., EPA audits, external CPA audits, etc.).
 - 5. **SEFA Reporting:** CAPCOA to assist the District with SEFA reporting as required by the EPA and external CPAs.

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: October 7, 2026

Re: Authorization to Amend Existing Architectural and Engineering Services
Contracts with Brereton Architects and Interactive Resources

RECOMMENDED ACTION

Authorize the Executive Officer/APCO to:

1. Execute amendments to the Air District's existing Architectural and Engineering services contracts with Brereton Architects and Interactive Resources, increasing the not-to-exceed amount of each contract from \$200,000 to \$950,000 through June 30, 2030, while limiting total expenditures across both contracts for A&E services to \$950,000.
2. Transfer up to \$750,000 in appropriations between the Capital and Professional Services budget categories, as necessary, to fund services provided under these contracts.

BACKGROUND

On September 16, 2024, the Air District issued Request for Qualifications (RFQ) No. 2024-014 to establish a bench of pre-qualified firms to provide ongoing, as-needed space planning and architectural services in support of facilities and infrastructure projects. The RFQ sought firms with expertise in all phases of public facility planning, design, renovation, and construction, including space planning, architectural design, feasibility studies, permitting support, construction administration, project management, and related professional consulting services. The Air District's intent was to establish a bench of firms available to support facilities and infrastructure projects on an as-needed basis over a five-year period.

Following the RFQ process, the Air District selected Brereton Architects and Interactive Resources for its qualified Architectural and Engineering (A&E) services bench. Each firm was initially awarded a one-year contract with a not-to-exceed amount of \$200,000. The contract terms were subsequently extended through June 30, 2030, to ensure continued access to A&E services. To date, the Air District has issued task orders totaling \$200,000.

DISCUSSION

In June 2026, staff presented a real estate strategy framework to the Finance and Administration Committee outlining a vision for the long-term management of Air District facilities and air and meteorological monitoring stations. As an initial step, staff evaluated anticipated needs through June 30, 2030, and identified approximately 10 monitoring station projects expected to require dedicated A&E support for planning, design, engineering, modification, decommissioning, or development activities. Staff also anticipates ongoing demand for A&E services to support office build-outs, renovations, and other facility improvements. Because A&E services are typically required early in project development, additional contract capacity is needed to ensure these projects can advance as priorities are identified.

The A&E contracts operate under a qualifications-based bench structure, with project-specific task orders awarded to the most qualified firm. Because the Air District cannot predict which firm will be selected for future assignments, staff recommends increasing the not-to-exceed amount of each contract to \$950,000 to maintain competition and flexibility in assigning future work. Although each contract would have a \$950,000 ceiling, staff will manage and assign work under the contracts such that aggregate expenditures do not exceed \$950,000. All task orders will continue to be subject to the qualifications-based selection process, available funding, and the expenditure limits approved through this action.

Staff may separately reopen the RFQ process to expand the pool of qualified A&E firms available to compete for future work. Any such action would be independent of this request, which applies only to the existing contracts with Brereton Architects and Interactive Resources. Any new contracts requiring Board approval would be presented separately.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Sufficient funding for anticipated Fiscal Year Ending 2027 work is available within the approved budgets for Facilities (Program 702) and M&M (Programs 802, 810, and 812). Funding for subsequent years will be considered by the Board as part of the Air District's annual budget approval process. This proposed action would also authorize the Executive Officer/APCO to transfer appropriations between the capital and professional services budget categories, as needed, to pay for these contracted services.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Karen Schkolnick, Erica Flahan
Reviewed by: Kate Hoag, Hyacinth Hinojosa

ATTACHMENT(S):

1. Brereton Architects 2025.084 v2 exe
2. Brereton 2025.084 Amendment 1 exe
3. Brereton Architects 2025.084 Amendment 2 v4 draft
4. Interactive Resources 2025.085 v2 exe
5. Interactive Resources 2025.085 Amendment 1 exe
6. Interactive Resources 2025.085 Amendment 2 v4 Draft

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

MASTER SERVICES CONTRACT

CONTRACT NO. 2025.084

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 **Brereton Architects** (“CONTRACTOR”) whose address is 909 Montgomery St., Suite 260, San Francisco, CA 94133.
2. **RECITALS**
 - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for Services 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 the latter date of Contract execution to March 31, 2026, 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: Leonid Bak.
- 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: Leonid Bak

CONTRACTOR: Brereton Architects
909 Montgomery Street, Suite 260
San Francisco, CA 94133
Attn: Ashley Miller

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

15. EMPLOYEES OF CONTRACTOR

- A. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation leave, vacation replacements, sick leave, severance pay, and pay for legal holidays.
- B. CONTRACTOR, its officers, employees, agents, or representatives shall not be considered employees or agents of DISTRICT, nor shall CONTRACTOR, its officers, employees, agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by DISTRICT to its employees.

- C. DISTRICT reserves the right to review the credentials to perform the services for any of CONTRACTOR's employees assigned herein and to disapprove CONTRACTOR's assignments. CONTRACTOR warrants that it will not employ any subcontractor(s) without prior written approval from DISTRICT.

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

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

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

18. PUBLICATION

- A. DISTRICT shall approve in writing any report or other document prepared by CONTRACTOR in connection with performance under this Contract prior to dissemination or publication of such report or document to a third party. DISTRICT may waive in writing its requirement for prior approval.
- B. Until approved by DISTRICT, any report or other document prepared by CONTRACTOR shall include on each page a conspicuous header, footer, or watermark stating "DRAFT – Not

Reviewed or Approved by BAAQMD,” unless DISTRICT has waived its requirement for prior approval pursuant to paragraph A of this section.

- C. Information, data, documents, or reports developed by CONTRACTOR for DISTRICT, pursuant to this Contract, shall be part of DISTRICT’s public record, unless otherwise indicated. CONTRACTOR may use or publish, at its own expense, such information, provided DISTRICT approves use of such information in advance. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract.

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

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

- 19. AUDIT / INSPECTION OF RECORDS – If this Contract exceeds \$10,000, pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and other duly authorized agents of the State of California for a period of three (3) years after final payment under this Contract. CONTRACTOR hereby agrees to make such records available during normal business hours for inspection, audit, and reproduction by any duly authorized agents of the State of California or DISTRICT. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized agents of the State of California or DISTRICT. All examinations and audits conducted under this section shall be strictly confined to those matters connected with the performance of this Contract, including, but not limited to, the costs of administering this Contract.

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

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

- 22. STATE STATUTORY REQUIREMENTS – Pursuant to California Labor Code sections 1720 and 1771,

construction, alteration, demolition, installation, repair, and maintenance work performed under this Contract is subject to State prevailing wage laws. CONTRACTOR shall perform the Work under this Contract in accordance with laws, statutes, the most recent building codes, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction over CONTRACTOR, DISTRICT, or the work, including, without limitation, the following:

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

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

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

24. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND ENFORCEMENT

- A. This Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). CONTRACTOR shall post job site notices, as prescribed by regulation. CONTRACTOR shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Contract.
- B. CONTRACTOR shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its certified payroll records to the Labor Commissioner of California and complying with any applicable enforcement by the DIR.
- C. Exemption from Registration Requirement for Small Projects
 - i. The law provides an exemption from the requirements for contractor/subcontractor DIR registration and awarding body project registration for projects and contracts of (a)

\$25,000 or less when the project or contract is for construction, alteration, demolition, installation and repair, and (b) \$15,000 or less for maintenance work.

- ii. Notwithstanding this exemption from the registration requirements, prevailing wage is still required for all public works projects over \$1,000. Contractors and subcontractors on small projects that are exempt from registration must still maintain certified payroll records, but are not required to need to submit the payroll records to DIR during the term of the Contract.

25. SUSPENSION OF WORK

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

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

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

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

29. FORCE MAJEURE – Neither DISTRICT nor CONTRACTOR 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.

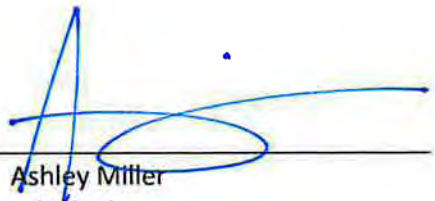
30. SEVERABILITY – If a court of competent jurisdiction holds any provision of this Contract to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them will not be affected.
31. HEADINGS – Headings on the sections and paragraphs of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
32. COUNTERPARTS/FACSIMILES/SCANS – This Contract may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same contract. The parties may rely upon a facsimile copy or scanned copy of any party's signature as an original for all purposes.
33. GOVERNING LAW – Any dispute that arises under or relates to this Contract shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Contract, including mediation, shall be San Francisco, California.
34. ENTIRE CONTRACT AND MODIFICATION – This Contract represents the final, complete, and exclusive statement of the agreement between the parties related to CONTRACTOR providing services to DISTRICT and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Contract may only be amended by mutual agreement of the parties in writing and signed by both parties.
35. SURVIVAL OF TERMS – The 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

BRERETON ARCHITECTS

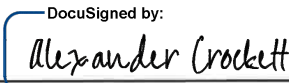
By: 
98506AF9981D4CG
Dr. Philip M. Fine
Executive Officer/APCO

By: 
Ashley Miller
Principal Partner

Date: 6/25/2025

Date: 06.24.25

Approved as to form:

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

6/25/2025

Attachment A General Description of Services

CONTRACTOR shall provide general space planning, architectural design services, consulting, project management and plan check/reviews for DISTRICT's properties and field sites throughout the nine-county San Francisco Bay Area.

All work under this Contract will be conducted in compliance with all applicable laws, guidelines, and requirements, including but not limited to, California Building Codes, Division of the State Architect (DSA), local ordinances and/or other guidelines applicable to the specific projects to be undertaken.

For all services, CONTRACTOR shall provide written estimates or proposals. CONTRACTOR's written estimates or proposals shall serve as Task Orders when they signed by both Parties and are issued pursuant to Section 10 of this Contract. CONTRACTOR shall not commence work until DISTRICT has issued the signed Task Order.

CONTRACTOR Services Include, but are not limited to:

A. Space Planning

1. Evaluating current and anticipated space needs for organizational structure, functional requirements, and workspace design.
2. Evaluating The Americans with Disabilities Act (ADA) and office workplace accommodations.
3. Performing examination of office layouts, function, and ergonomics.
4. Reviewing DISTRICT policies that impact workplace design.
5. Reconfiguring existing office space or relocating to other office space in the immediate area.
6. Designing functional layouts and organization concepts through space programming.
7. Designing standards to meet ADA requirements.

B. Architectural services

1. Preliminary Design:
 - a) Performing site analysis, evaluation and planning
 - b) Providing communication plan schedule
 - c) Conducting feasibility study
 - d) Providing consultation with DISTRICT staff and other appropriate agencies
 - e) Providing conceptual and preliminary design
 - f) Conducting research: as-built drawings, zoning review
 - g) Providing cost estimates
 - h) Attending and Facilitating stakeholder meetings
2. Schematic Design:
 - a) Providing site plans including parking, alternatives
 - b) Providing schematic design of facility
 - c) Providing phasing plan, if necessary
 - d) Providing detailed budget-level cost estimate

3. Construction Documents:

- a) Drafting technical and drawing specifications
- b) Developing and providing plans and specifications suitable for plan review at 50%, 75%, and 100% intervals
- c) Consulting on hardware, lighting and accessory selection
- d) Consulting on furniture, fixtures and equipment selection

4. Permitting:

- a) Submitting for plan reviews and permits and update drawings accordingly after comments from permitting department
- b) Participating in approvals related for permitting processes

5. Construction Administration:

- a) Developing and providing estimated construction cost for DISTRICT review at 50%, 75%, and 100% intervals
- b) Providing additional drawings and design feedback
- c) Conducting site meetings
- d) Providing punch List
- e) Performing oversight and inspection during construction
- f) Commissioning plan administration/close-out
- g) Administering approval of all project completed tasks, budget, records, certificate of occupancy/acceptance

Total cost of Contract not to exceed \$200,000.

AMENDMENT NO. 1 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2025.084

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, January 29, 2026.

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **Brereton Architects** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for general space planning, architectural design services, consulting, project management and plan check/reviews for DISTRICT's properties and field sites (the "Contract"), which Contract was executed on behalf of CONTRACTOR on June 24, 2025, and on behalf of DISTRICT on June 25, 2025.
2. The PARTIES seek to amend the term of the Contract because DISTRICT seeks for CONTRACTOR to continue providing the services prescribed in the CONTRACT, and CONTRACTOR desires to continue to provide those services, up to the new term end date.
3. The PARTIES seek to further amend the terms and conditions of the Contract to update the requirements applicable to public works projects as required by the State of California and CONTRACTOR desires to comply with such requirements while performing work under the Contract.
4. In accordance with Section 34 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, 2030.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend the terms and conditions of the Contract by replacing Sections 22, 23, and 24 in their entirety with the following Section 22 which shall read as follows:

22. CALIFORNIA LABOR CODE REQUIREMENTS FOR PUBLIC WORKS

A. The Contract entails performance of "public works" for purposes of California Labor Code Section 1720 et seq. CONTRACTOR is aware of the requirements of California Labor Code Sections 1720 et seq. which require the payment of wages at the California prevailing wage rates and compliance with other requirements on certain construction, alteration, demolition, installation, repair or maintenance work ("Public Works") projects ("Public Works Laws"). It shall be mandatory upon the CONTRACTOR and all Subcontractors to comply with all Public Works law provisions, which include but are not limited to the payment of prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), preparation and submissions of certified payroll records (Labor Code Sections 1771.4 and 1776), maintaining appropriate hours of labor for workers (Labor Code Sections 1810 through 1815) and adherence to debarment conditions for contractors and subcontractors (Labor Code Section 1777.1).

B. This Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). It shall be CONTRACTOR's sole responsibility to comply with all applicable registration and labor compliance requirements including:

- i. Prior to performance of work pursuant to the Contract, CONTRACTOR and each Subcontractor are registered with the DIR, pursuant to California Labor Code section 1725.5 and 1771.1, subdivision (a); CONTRACTOR shall provide DISTRICT with evidence of such registration by each prospective Subcontractor prior to entry into the subcontract, pursuant to California Labor Code section 1771.1, subdivision (b) and if registration expires, CONTRACTOR shall immediately notify DISTRICT and suspend work; the CONTRACTOR shall only resume work upon obtaining a new registration and forwarding the proof of registration to DISTRICT at BusinessOfficeServices@baagmd.gov;
- ii. Workers employed in furtherance of the Contract by CONTRACTOR, or by any Subcontractor, are compensated and employed in compliance with the General Prevailing Wage Determinations issued by the DIR ("Prevailing Wage Determinations"), pursuant to California Labor Code section 1771; the Prevailing Wage Determinations are available at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html> and are on file at DISTRICT's principal office, and will be made available by DISTRICT upon request;
- iii. Notices regarding applicable prevailing wage rates are posted at each job site, or at a single location that is readily available to all workers, as required by California Labor Code section 1771.4 and implementing regulations;
- iv. CONTRACTOR and all Subcontractors shall:

- a. keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in furtherance of the Contract, as required by California Labor Code section 1776;
- b. verify such payroll records under penalty of perjury under the laws of the State of California, as described in California Labor Code section 1776;
- c. submit such records directly to the California Labor Commissioner, as required by California Labor Code section 1771.4, subdivision (a)(3);
- d. comply with all other requirements of California Labor Code section 1776; payroll records and other records of performance of work may be inspected upon request by DIR or DISTRICT, for purposes of monitoring compliance with referenced laws in fulfillment of the Contract;
- v. CONTRACTOR shall monitor the payment of the specified general prevailing rate of per diem wages by each Subcontractor to its employees, by periodic review of the certified payroll records of each Subcontractor; upon becoming aware of the failure of the Subcontractor to pay his or her workers the specified prevailing rate of wages, CONTRACTOR shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the Subcontractor; prior to making final payment to a Subcontractor, CONTRACTOR shall obtain an affidavit signed under penalty of perjury under the laws of the State of California from the Subcontractor that the Subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees, any amounts due pursuant to California Labor Code section 1813;
- vi. CONTRACTOR shall comply with any request of the Labor Commissioner to withhold and transfer money otherwise due to a Subcontractor, in order to satisfy a wage and penalty assessment, pursuant to California Labor Code section 1727, subdivision (b); CONTRACTOR acknowledges that DISTRICT may withhold amounts otherwise due to CONTRACTOR in order to satisfy a Civil Wage and Penalty assessment issued by the Labor Commissioner, pursuant to California Labor Code section 1727, subdivision (a)
- vii. Deficient wages shall be paid to workers, and penalties determined by the Labor Commissioner shall be satisfied, by CONTRACTOR and by all Subcontractors, in compliance with California Labor Code section 1775 and implementing regulations and guidance; all Subcontracts of any tier shall include a copy of the provisions of California Labor Code sections 1771, 1775, 1776, 1777.5, 1813, and 1815;

- viii. CONTRACTOR and all Subcontractors shall comply with requirements related to employment of apprentices, set forth in California Labor Code section 1777.5, related regulations, and guidance from DIR;
 - ix. CONTRACTOR and all Subcontractors shall comply with the working hours requirements set forth in California Labor Code section 1810 et seq., including payment of overtime wages;
 - x. No Subcontractor that is currently debarred by the Labor Commissioner from performing work on public works, pursuant to California Labor Code section 1777.1 shall perform work on the Contract.
 - xi. CONTRACTOR and Subcontractors may contact DIR to obtain authoritative and complete instructions regarding their responsibilities regarding prevailing wage requirements and other requirements described above.
 - xii. Oral statements by DISTRICT staff regarding responsibilities of CONTRACTOR and Subcontractors regarding the above-referenced laws may not be relied upon by CONTRACTOR. DISTRICT will take cognizance of violations of the above-referenced laws, regulations, and guidelines, and will assist DIR in monitoring and enforcement actions, including by withholding amounts due as required by California Labor Code section 1727, notwithstanding any other provisions of this Contract.
- C. CONTRACTOR shall defend, indemnify and hold the DISTRICT, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
- D. Any stop orders issued by the DIR against CONTRACTOR or any Subcontractor that affect CONTRACTOR's performance of Services, including any delay, shall be CONTRACTOR's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered CONTRACTOR caused delay and shall not be compensable by the DISTRICT. CONTRACTOR shall defend, indemnify and hold the DISTRICT, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against CONTRACTOR or any Subcontractor.
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: 
98506AF9981D4CC...
Dr. Philip M. Fine
Executive Officer/APCO

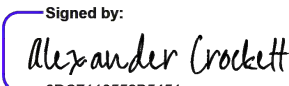
Date: 3/13/2026

BRERETON ARCHITECTS

By: 
Ashley Miller
Principal Partner

Date: 03.09.26

Approved as to form:
General Counsel

By: 
6DC7110552B5451... 3/12/2026
Alexander G. Crockett
General Counsel

AMENDMENT NO. 3 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT

CONTRACT NO. 2025.084

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, August 25, 2026.

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **Brereton Architects** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for general space planning, architectural design services, consulting, project management and plan check/reviews for DISTRICT's properties and field sites (the "Contract"), which Contract was executed on behalf of CONTRACTOR on June 24, 2025, and on behalf of DISTRICT on June 25, 2025.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated January 29, 2026, for reference purposes only, to amend the term of the Contract to March 31, 2030 and to amend the terms and conditions of the Contract to update the requirements applicable to public works projects as required by the State of California.
3. The PARTIES seek to amend the total cost of the Contract because DISTRICT seeks additional services from CONTRACTOR, and CONTRACTOR desires to provide those services, up to the new total not to exceed amount.
4. 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.
5. In accordance with Section 34 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 "\$950,000."
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Attachment A, "General Description of Services," of the Contract to replace "Total cost of Contract not to exceed \$200,000" with "Total cost of Contract not to exceed \$950,000."

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

BRERETON ARCHITECTS

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

By: _____
Ashley Miller
Principal Partner

Date: _____

Date: _____

Approved as to form:
General Counsel

By: _____
Alexander G. Crockett
General Counsel

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

MASTER SERVICES CONTRACT

CONTRACT NO. 2025.085

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 **Interactive Resources** (“CONTRACTOR”) whose address is 117 Park Place Richmond, CA 94801.
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 the latter date of Contract execution to March 31, 2026, 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: Leonid Bak.
 - 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: Leonid Bak

CONTRACTOR: Interactive Resources
117 Park Place
Richmond CA 94801
Attn: Brant Fetter

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

15. EMPLOYEES OF CONTRACTOR

- A. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation leave, vacation replacements, sick leave, severance pay, and pay for legal holidays.
- B. CONTRACTOR, its officers, employees, agents, or representatives shall not be considered employees or agents of DISTRICT, nor shall CONTRACTOR, its officers, employees, agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by DISTRICT to its employees.

- C. DISTRICT reserves the right to review the credentials to perform the services for any of CONTRACTOR's employees assigned herein and to disapprove CONTRACTOR's assignments. CONTRACTOR warrants that it will not employ any subcontractor(s) without prior written approval from DISTRICT.

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

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

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

18. PUBLICATION

- A. DISTRICT shall approve in writing any report or other document prepared by CONTRACTOR in connection with performance under this Contract prior to dissemination or publication of such report or document to a third party. DISTRICT may waive in writing its requirement for prior approval.
- B. Until approved by DISTRICT, any report or other document prepared by CONTRACTOR shall include on each page a conspicuous header, footer, or watermark stating "DRAFT – Not

Reviewed or Approved by BAAQMD,” unless DISTRICT has waived its requirement for prior approval pursuant to paragraph A of this section.

- C. Information, data, documents, or reports developed by CONTRACTOR for DISTRICT, pursuant to this Contract, shall be part of DISTRICT’s public record, unless otherwise indicated. CONTRACTOR may use or publish, at its own expense, such information, provided DISTRICT approves use of such information in advance. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract.

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

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

19. AUDIT / INSPECTION OF RECORDS – If this Contract exceeds \$10,000, pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and other duly authorized agents of the State of California for a period of three (3) years after final payment under this Contract. CONTRACTOR hereby agrees to make such records available during normal business hours for inspection, audit, and reproduction by any duly authorized agents of the State of California or DISTRICT. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized agents of the State of California or DISTRICT. All examinations and audits conducted under this section shall be strictly confined to those matters connected with the performance of this Contract, including, but not limited to, the costs of administering this Contract.
20. NON-DISCRIMINATION – In the performance of this Contract, CONTRACTOR shall not discriminate in its recruitment, hiring, promotion, demotion, and termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, medical condition, or physical or mental disability and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts. CONTRACTOR shall also require each subcontractor performing services in connection with this Contract to comply with this section and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.
21. PROPERTY AND SECURITY – Without limiting CONTRACTOR’S obligations with regard to security, CONTRACTOR shall comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT’s premises.

22. STATE STATUTORY REQUIREMENTS – Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair, and maintenance work performed under this Contract is subject to State prevailing wage laws. CONTRACTOR shall perform the Work under this Contract in accordance with laws, statutes, the most recent building codes, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction over CONTRACTOR, DISTRICT, or the work, including, without limitation, the following:

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

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

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

24. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND ENFORCEMENT

- A. This Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). CONTRACTOR shall post job site notices, as prescribed by regulation. CONTRACTOR shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Contract.
- B. CONTRACTOR shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its certified payroll records to the Labor Commissioner of California and complying with any applicable enforcement by the DIR.
- C. Exemption from Registration Requirement for Small Projects
 - i. The law provides an exemption from the requirements for contractor/subcontractor DIR registration and awarding body project registration for projects and contracts of (a)

\$25,000 or less when the project or contract is for construction, alteration, demolition, installation and repair, and (b) \$15,000 or less for maintenance work.

- ii. Notwithstanding this exemption from the registration requirements, prevailing wage is still required for all public works projects over \$1,000. Contractors and subcontractors on small projects that are exempt from registration must still maintain certified payroll records, but are not required to need to submit the payroll records to DIR during the term of the Contract.

25. SUSPENSION OF WORK

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

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

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

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

29. FORCE MAJEURE – Neither DISTRICT nor CONTRACTOR 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

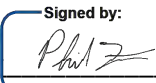
party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to party's own action or inaction, then such cause shall not excuse that party from performance under this Contract.

30. SEVERABILITY – If a court of competent jurisdiction holds any provision of this Contract to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them will not be affected.
31. HEADINGS – Headings on the sections and paragraphs of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
32. COUNTERPARTS/FACSIMILES/SCANS – This Contract may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same contract. The parties may rely upon a facsimile copy or scanned copy of any party's signature as an original for all purposes.
33. GOVERNING LAW – Any dispute that arises under or relates to this Contract shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Contract, including mediation, shall be San Francisco, California.
34. ENTIRE CONTRACT AND MODIFICATION – This Contract represents the final, complete, and exclusive statement of the agreement between the parties related to CONTRACTOR providing services to DISTRICT and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Contract may only be amended by mutual agreement of the parties in writing and signed by both parties.
35. SURVIVAL OF TERMS – The 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

INTERACTIVE RESOURCES

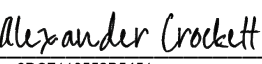
By: 
Signed by:
98506AF9981D4C6
Dr. Philip M. Fine
Executive Officer/APCO

By: 
Digitally signed by Brant Fetter, AIA
DN: C=US, E=brant.fetter@intres.com,
O="Interactive Resources, Inc.",
OU=Architectural Services, CN="Brant
Fetter, AIA"
Reason: I am approving this document
Contact Info: +1 510 231 7509
Date: 2025.04.30 13:10:38-07'00'
Brant Fetter
Principal Lead Architect

Date: 5/22/2025

Date: 4/30/2025

Approved as to form:

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

5/21/2025

Attachment A General Description of Services

CONTRACTOR shall provide general space planning, architectural design services, consulting, project management and plan check/reviews for DISTRICT's properties and field sites throughout the nine-county San Francisco Bay Area.

All work under this Contract will be conducted in compliance with all applicable laws, guidelines, and requirements, including but not limited to, California Building Codes, Division of the State Architect (DSA), local ordinances and/or other guidelines applicable to the specific projects to be undertaken.

For all services, CONTRACTOR shall provide written estimates or proposals. CONTRACTOR's written estimates or proposals shall serve as Task Orders when they signed by both Parties and are issued pursuant to Section 10 of this Contract. CONTRACTOR shall not commence work until DISTRICT has issued the signed Task Order.

CONTRACTOR Services Include, but are not limited to:

A. Space Planning

1. Evaluating current and anticipated space needs for organizational structure, functional requirements, and workspace design.
2. Evaluating The Americans with Disabilities Act (ADA) and office workplace accommodations.
3. Performing examination of office layouts, function, and ergonomics.
4. Reviewing DISTRICT policies that impact workplace design.
5. Reconfiguring existing office space or relocating to other office space in the immediate area.
6. Designing functional layouts and organization concepts through space programming.
7. Designing standards to meet ADA requirements.

B. Architectural services

1. Preliminary Design:
 - a) Performing site analysis, evaluation and planning
 - b) Providing communication plan schedule
 - c) Conducting feasibility study
 - d) Providing consultation with DISTRICT staff and other appropriate agencies
 - e) Providing conceptual and preliminary design
 - f) Conducting research: as-built drawings, zoning review
 - g) Providing cost estimates
 - h) Attending and Facilitating stakeholder meetings
2. Schematic Design:
 - a) Providing site plans including parking, alternatives
 - b) Providing schematic design of facility
 - c) Providing phasing plan, if necessary
 - d) Providing detailed budget-level cost estimate

3. Construction Documents:

- a) Drafting technical and drawing specifications
- b) Developing and providing plans and specifications suitable for plan review at 50%, 75%, and 100% intervals
- c) Consulting on hardware, lighting and accessory selection
- d) Consulting on furniture, fixtures and equipment selection

4. Permitting:

- a) Submitting for plan reviews and permits and update drawings accordingly after comments from permitting department
- b) Participating in approvals related for permitting processes

5. Construction Administration:

- a) Developing and providing estimated construction cost for DISTRICT review at 50%, 75%, and 100% intervals
- b) Providing additional drawings and design feedback
- c) Conducting site meetings
- d) Providing punch List
- e) Performing oversight and inspection during construction
- f) Commissioning plan administration/close-out
- g) Administrating approval of all project completed tasks, budget, records, certificate of occupancy/acceptance

Total cost of Contract not to exceed \$200,000.

AMENDMENT NO. 1 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2025.085

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, January 29, 2026.

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **Interactive Resources** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for general space planning, architectural design services, consulting, project management and plan check/reviews for DISTRICT's properties and field sites (the "Contract"), which Contract was executed on behalf of CONTRACTOR on April 30, 2025, and on behalf of DISTRICT on May 22, 2025.
2. The PARTIES seek to amend the term of the Contract because DISTRICT seeks for CONTRACTOR to continue providing the services prescribed in the CONTRACT, and CONTRACTOR desires to continue to provide those services, up to the new term end date.
3. The PARTIES seek to further amend the terms and conditions of the Contract to update the requirements applicable to public works projects as required by the State of California and CONTRACTOR desires to comply with such requirements while performing work under the Contract.
4. In accordance with Section 34 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, 2030.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend the terms and conditions of the Contract by replacing Sections 22, 23, and 24 in their entirety with the following Section 22 which shall read as follows:

22. CALIFORNIA LABOR CODE REQUIREMENTS FOR PUBLIC WORKS

A. The Contract entails performance of "public works" for purposes of California Labor Code Section 1720 et seq. CONTRACTOR is aware of the requirements of California Labor Code Sections 1720 et seq. which require the payment of wages at the California prevailing wage rates and compliance with other requirements on certain construction, alteration, demolition, installation, repair or maintenance work ("Public Works") projects ("Public Works Laws"). It shall be mandatory upon the CONTRACTOR and all Subcontractors to comply with all Public Works law provisions, which include but are not limited to the payment of prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), preparation and submissions of certified payroll records (Labor Code Sections 1771.4 and 1776), maintaining appropriate hours of labor for workers (Labor Code Sections 1810 through 1815) and adherence to debarment conditions for contractors and subcontractors (Labor Code Section 1777.1).

B. This Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). It shall be CONTRACTOR's sole responsibility to comply with all applicable registration and labor compliance requirements including:

- i. Prior to performance of work pursuant to the Contract, CONTRACTOR and each Subcontractor are registered with the DIR, pursuant to California Labor Code section 1725.5 and 1771.1, subdivision (a); CONTRACTOR shall provide DISTRICT with evidence of such registration by each prospective Subcontractor prior to entry into the subcontract, pursuant to California Labor Code section 1771.1, subdivision (b) and if registration expires, CONTRACTOR shall immediately notify DISTRICT and suspend work; the CONTRACTOR shall only resume work upon obtaining a new registration and forwarding the proof of registration to DISTRICT at BusinessOfficeServices@baaqmd.gov;
- ii. Workers employed in furtherance of the Contract by CONTRACTOR, or by any Subcontractor, are compensated and employed in compliance with the General Prevailing Wage Determinations issued by the DIR ("Prevailing Wage Determinations"), pursuant to California Labor Code section 1771; the Prevailing Wage Determinations are available at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html> and are on file at DISTRICT's principal office, and will be made available by DISTRICT upon request;
- iii. Notices regarding applicable prevailing wage rates are posted at each job site, or at a single location that is readily available to all workers, as required by California Labor Code section 1771.4 and implementing regulations;
- iv. CONTRACTOR and all Subcontractors shall:

- a. keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in furtherance of the Contract, as required by California Labor Code section 1776;
- b. verify such payroll records under penalty of perjury under the laws of the State of California, as described in California Labor Code section 1776;
- c. submit such records directly to the California Labor Commissioner, as required by California Labor Code section 1771.4, subdivision (a)(3);
- d. comply with all other requirements of California Labor Code section 1776; payroll records and other records of performance of work may be inspected upon request by DIR or DISTRICT, for purposes of monitoring compliance with referenced laws in fulfillment of the Contract;
- v. CONTRACTOR shall monitor the payment of the specified general prevailing rate of per diem wages by each Subcontractor to its employees, by periodic review of the certified payroll records of each Subcontractor; upon becoming aware of the failure of the Subcontractor to pay his or her workers the specified prevailing rate of wages, CONTRACTOR shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the Subcontractor; prior to making final payment to a Subcontractor, CONTRACTOR shall obtain an affidavit signed under penalty of perjury under the laws of the State of California from the Subcontractor that the Subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees, any amounts due pursuant to California Labor Code section 1813;
- vi. CONTRACTOR shall comply with any request of the Labor Commissioner to withhold and transfer money otherwise due to a Subcontractor, in order to satisfy a wage and penalty assessment, pursuant to California Labor Code section 1727, subdivision (b); CONTRACTOR acknowledges that DISTRICT may withhold amounts otherwise due to CONTRACTOR in order to satisfy a Civil Wage and Penalty assessment issued by the Labor Commissioner, pursuant to California Labor Code section 1727, subdivision (a)
- vii. Deficient wages shall be paid to workers, and penalties determined by the Labor Commissioner shall be satisfied, by CONTRACTOR and by all Subcontractors, in compliance with California Labor Code section 1775 and implementing regulations and guidance; all Subcontracts of any tier shall include a copy of the provisions of California Labor Code sections 1771, 1775, 1776, 1777.5, 1813, and 1815;

- viii. CONTRACTOR and all Subcontractors shall comply with requirements related to employment of apprentices, set forth in California Labor Code section 1777.5, related regulations, and guidance from DIR;
 - ix. CONTRACTOR and all Subcontractors shall comply with the working hours requirements set forth in California Labor Code section 1810 et seq., including payment of overtime wages;
 - x. No Subcontractor that is currently debarred by the Labor Commissioner from performing work on public works, pursuant to California Labor Code section 1777.1 shall perform work on the Contract.
 - xi. CONTRACTOR and Subcontractors may contact DIR to obtain authoritative and complete instructions regarding their responsibilities regarding prevailing wage requirements and other requirements described above.
 - xii. Oral statements by DISTRICT staff regarding responsibilities of CONTRACTOR and Subcontractors regarding the above-referenced laws may not be relied upon by CONTRACTOR. DISTRICT will take cognizance of violations of the above-referenced laws, regulations, and guidelines, and will assist DIR in monitoring and enforcement actions, including by withholding amounts due as required by California Labor Code section 1727, notwithstanding any other provisions of this Contract.
- C. CONTRACTOR shall defend, indemnify and hold the DISTRICT, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
- D. Any stop orders issued by the DIR against CONTRACTOR or any Subcontractor that affect CONTRACTOR's performance of Services, including any delay, shall be CONTRACTOR's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered CONTRACTOR caused delay and shall not be compensable by the DISTRICT. CONTRACTOR shall defend, indemnify and hold the DISTRICT, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against CONTRACTOR or any Subcontractor.
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

INTERACTIVE RESOURCES

Signed by:
By: 
86500AF8961D4CC...
Dr. Philip M. Fine
Executive Officer/APCO

By: 
Brant Fetter
Principal Lead Architect

Date: 3/13/2026

Date: 3/9/2026

Approved as to form:
General Counsel

Signed by:
By: 
6DC7440552D6451...
Alexander G. Crockett
General Counsel

AMENDMENT NO. 2 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT

CONTRACT NO. 2025.085

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, August 25, 2026.

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **Interactive Resources** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for general space planning, architectural design services, consulting, project management and plan check/reviews for DISTRICT's properties and field sites (the "Contract"), which Contract was executed on behalf of CONTRACTOR on April 30, 2025, and on behalf of DISTRICT on May 22, 2025.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated January 29, 2026, for reference purposes only, to amend the term of the Contract to March 31, 2030 and to amend the terms and conditions of the Contract to update the requirements applicable to public works projects as required by the State of California.
3. The PARTIES seek to amend the total cost of the Contract because DISTRICT seeks additional services from CONTRACTOR, and CONTRACTOR desires to provide those services, up to the new total not to exceed amount.
4. 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.
5. In accordance with Section 34 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 "\$950,000."
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Attachment A, "General Description of Services," of the Contract to replace "Total cost of Contract not to exceed \$200,000" with "Total cost of Contract not to exceed \$950,000."

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

INTERACTIVE RESOURCES

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

By: _____
Andrew Butt
Principal Lead Architect

Date: _____

Date: _____

Approved as to form:
General Counsel

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: October 7, 2026

Re: Authorization to Execute a Sponsorship Contract with the American Lung
Association

RECOMMENDED ACTION

Authorize the Executive Officer/APCO to execute the attached sponsorship agreement with the American Lung Association in an amount not to exceed \$60,000.

BACKGROUND

The American Lung Association (ALA) has extensive experience working with the Air District and has demonstrated broad understanding of the Air District's mission and messaging regarding the importance of air quality as it relates to public health. ALA will assist the Air District with promoting zero emission transportation and technology options, highlight the benefits of clean heating and appliances and provide health professional and medical expert resources for media requests during wildfire season.

DISCUSSION

Through the sponsorship of the ALA, the Air District will gain access to medical experts and resources that are invaluable during wildfire season. The Air District will continue to support an organization that gives outreach access to a key audience across the region.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for this contract is included in Fiscal Year Ending 2027 Program 303 and 306.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Kristina Chu
Reviewed by: Kristine Roselius

ATTACHMENT(S):

1. Draft American Lung Association 2026 Contract

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

SPONSORSHIP AGREEMENT

CONTRACT NO. 2026.220

1. **PARTIES** - The parties to this Sponsorship Agreement (Agreement) are the Bay Area Air Quality Management District (DISTRICT), whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105; and **American Lung Association (ALA)**, whose address is 55 W. Wacker Dr., Suite 1150, Chicago, Illinois, 60601.
2. **RECITALS**
 - A. DISTRICT is the regional agency with primary responsibility for regulating stationary source air pollution in the San Francisco Bay Area in the State of California. DISTRICT is authorized to enter into this Agreement under California Health and Safety Code Section 40701.
 - B. ALA is a nonprofit, tax-exempt organization dedicated to promoting clean air, improving lung health, and preventing lung disease through education, advocacy, and research.
 - C. DISTRICT seeks to enhance awareness of its commitment to achieving clean air to protect the public's health and the environment. As such, DISTRICT desires to sponsor ALA in its ongoing work to promote healthy clean air choices in the Bay Area, and also desires to acquire from ALA certain advertising and promotional benefits and assistance as described herein, and ALA desires to provide such benefits and assistance to DISTRICT in exchange for DISTRICT sponsorship in accordance with the terms and provisions of this Agreement.
3. **TERM** - The term of this Agreement shall be December 1, 2026 to November 30, 2027 (Term), unless terminated earlier as provided herewith.
4. **TERMINATION** - Either party may terminate this Agreement, at will, and without specifying any reason, by notifying the other party in writing. Termination shall be effective upon delivery of the notice of termination, as set forth in section 12 below. In the event of such termination, ALA shall refund to the DISTRICT any and all payments made by DISTRICT pursuant to this Agreement.
5. **ADVERTISING AND PROMOTION** - ALA will provide to the DISTRICT the advertising and promotional benefits and assistance with DISTRICT's public outreach efforts as described in Attachment A attached hereto.
6. **SPONSORSHIP PAYMENT SCHEDULE** - In support of ALA's ongoing work to promote healthy clean air choices in the Bay Area, and in consideration for ALA providing to the DISTRICT the advertising and promotional benefits and assistance as described in Attachment A, DISTRICT shall pay ALA a sponsorship payment in the amounts described in Attachment B hereto according to the payment schedule described in Attachment B hereto.

7. NON-EXCLUSIVITY - DISTRICT expressly acknowledges that ALA may have other sponsors whose advertising or brands are displayed in connection with ALA activities sponsored by the DISTRICT. DISTRICT expressly agrees that it is not granted any exclusive rights that would in any manner limit the rights of ALA to seek other sponsors and to display advertising or brands of those sponsors, except as may be expressly set forth in Attachment A hereto. To the extent that any right of exclusivity has been granted, the express terms of that right are described in Attachment A hereto.
8. DELIVERY OF PROMOTIONAL MATERIALS - DISTRICT shall be responsible for delivering its promotional materials to ALA prior to the publication deadline for each ALA publication in which such materials will be published, as long as ALA has provided written notice of the publication deadline to DISTRICT.
9. PARTIES' TRADEMARKS - Each party shall be entitled, from time to time, to make reasonable use of the other party's name, trade name, trademarks and logos in connection with advertising or promotional materials; provided, however, that a party shall do so only with the prior written approval of the other party, which approval shall not be unreasonably withheld.
10. INDEMNIFICATION
 - A. ALA shall indemnify and hold harmless DISTRICT, and DISTRICT's officers, employees and agents, 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 Agreement; but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of ALA or its officers, agents, or employees. This provision shall survive the expiration or termination of this Agreement.
11. INSURANCE
 - A. ALA shall maintain the following Insurance:
 - i) Workers' compensation and employers' liability insurance as required by California law or other applicable statutory requirements for any persons employed by ALA for the Event.
 - 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 for the Event 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 covering each automobile used by ALA in connection with the Event. Such insurance shall include coverage for owned, hired, and non-owned vehicles.
 - B. Within thirty (30) days following execution of this Agreement, ALA shall furnish properly-executed certificates of insurance for all required insurance. ALA shall notify DISTRICT in writing fifteen (15) days prior to cancellation or modification of any required insurance policy. Any such modifications are subject to pre-approval by DISTRICT.

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

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

ALA: American Lung Association
55 W. Wacker Dr., Suite 1150
Chicago, Illinois, 60601.
Attn: Elise Wallis
elise.wallis@lung.org

13. ADDITIONAL PROVISIONS - All attachment(s) to this Agreement are expressly incorporated herein by this reference and made a part hereof as though fully set forth.
14. AUDIT / INSPECTION OF RECORDS – If this Agreement exceeds \$10,000, pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of ALA, 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 Agreement. ALA 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. ALA 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 Agreement.
15. RELATIONSHIP OF THE PARTIES - Nothing contained herein shall imply any partnership, joint venture or agency relationship between the parties and neither party shall have the power to obligate or bind the other in any manner whatsoever, except to the extent herein provided.

16. ASSIGNMENT - No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Agreement to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.
17. 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 Agreement 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 Agreement, 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.
18. FORCE MAJEURE - Neither DISTRICT nor ALA shall be liable for or deemed to be in default for any delay or failure in performance under this Agreement 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 ALA, 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 Agreement.
19. SEVERABILITY - If a court of competent jurisdiction holds any provision of this Agreement 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.
20. HEADINGS - Headings on the sections and paragraphs of this Agreement 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 Agreement.
21. DUPLICATE EXECUTION - This Agreement may be executed in separate, duplicate counterparts. Each signed counterpart shall have the force and effect of an original, and all such counterparts together shall constitute one and the same instrument.
22. GOVERNING LAW - Any dispute that arises under or relates to this Agreement shall be governed by California law, excluding any laws that direct the application to another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Agreement, including mediation, shall be San Francisco, California.

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. ENTIRE AGREEMENT AND MODIFICATION - This Agreement represents the final, complete, and exclusive statement of the agreement between the parties, and it supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Agreement may be amended only by mutual agreement of the parties in writing and signed by both parties.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

AMERICAN LUNG ASSOCIATION

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

By: _____
Deborah Brown
Chief Mission Officer

Date: _____

Date: _____

Approved as to form:
General Counsel

By: _____
Alexander G. Crockett
General Counsel

ATTACHMENT A

DISTRICT'S ADVERTISING AND PROMOTIONAL BENEFITS

In recognition of DISTRICT'S sponsorship of ALA's ongoing work to support healthy clean air choices in the Bay Area, ALA shall provide DISTRICT with the following advertising, promotional benefits and assistance with DISTRICT's public outreach efforts during the term of this Agreement:

Impact Area #1: Promoting Zero Emission Transportation

ALA shall support public awareness of electric vehicles (EVs), zero-emission transportation, active transportation, and DISTRICT'S Clean Cars for All (CCFA) and Charge! Programs, as available, through the following activities:

- Up to one (1) dedicated email communication distributed to more than 25,000 ALA constituents and supporters.
- Four (4) social media posts promoting EV adoption, zero-emission transportation, active transportation, and applicable DISTRICT programs.
- One (1) feature story on ALA California's Instagram account.
- Additionally, ALA shall highlight the public health benefits of electric vehicle adoption through one (1) letter to the editor developed in collaboration with members of the Health Professionals for Clean Air and Climate Action network.

Impact Area #2: Promoting Clean Heating and Zero-Emission Equipment

ALA shall support public awareness of clean heating technologies and zero emission equipment, including DISTRICT'S Clean Heating Efficiently with Electric Technology Program (Clean HEET Program) and Lawn and Garden Program, through the following activities:

- Two (2) email communications distributed to more than 25,000 ALA constituents and supporters, including:
 - o One (1) email focused on the benefits of clean heating and the Clean HEET Program.
 - o One (1) email focused on the Lawn and Garden Program and the benefits of transitioning to zero-emission equipment.
- Four (4) Facebook and Instagram posts addressing the health impacts of wood burning, the benefits of clean heating, and the Clean HEET Program, as available.
- One (1) social media post promoting the Lawn and Garden Program.
- One (1) feature story on ALA California's Instagram account highlighting the Clean HEET Program.
- ALA shall further:
 - o Highlight the health benefits of clean heating through one (1) letter to the editor utilizing qualified health professionals as subject matter experts.
 - o Publish one (1) blog post on the ALA's national Each Breath platform highlighting the health benefits of clean heating and, if available, DISTRICT'S Clean HEET Program.

Impact Area #3: Health Professional and Medical Expert Resources

- Upon DISTRICT'S request, ALA shall assist in identifying and securing medical and public health experts in the fields of air quality, respiratory health, and lung disease to support

media inquiries, public testimony, interviews, educational initiatives, or expert quotations.

Impact Area #4: Wildfire Preparedness and Advocacy

ALA shall support DISTRICT'S wildfire preparedness and response efforts through communications, media outreach, and public education activities, including:

- Ongoing social media support related to wildfire preparedness, wildfire smoke, and public health protection.
- Participation in virtual and/or in-person news conferences upon DISTRICT'S request and subject to availability.
- Two (2) letters to the editor addressing wildfire preparedness, air quality, and health impacts.
- One (1) news release focused on wildfire preparedness and methods for reducing exposure to wildfire smoke.

American Lung Association Development Team Activities

DISTRICT Partnership Opportunities

In support of the **21th Anniversary Fight for Air Climb San Francisco**, ALA will collaborate with DISTRICT to highlight shared commitments to clean air, lung health, community resilience, and environmental stewardship. Through this partnership, ALA and DISTRICT will work together to raise awareness of lung health, climate-related impacts on air quality, and clean air initiatives throughout the Bay Area. As a recognized regional leader in air quality, DISTRICT's participation will provide meaningful visibility and demonstrate its commitment to protecting public health.

Customized Awareness Opportunities

- **Custom Co-Branded Video Content:** ALA will coordinate the development of a co-branded video featuring a local firefighter ambassador and highlighting the connection between DISTRICT's work, clean air initiatives, and lung health. ALA will feature the video on ALA's social media channels, digital platforms, and event-related communications.
- **Public Messaging Opportunity:** ALA will provide to DISTRICT the option to provide a spokesperson message during the event week to highlight its leadership in air quality, innovation, and community impact.
- **Featured Story in Participant E-Newsletter:** ALA will feature DISTRICT's clean air programs and initiatives in an event-related electronic newsletter distributed to Fight For Air Climb participants, supporters, and Bay Area residents.

Visibility and Recognition

- **Logo Placement on Participant T-Shirts:** ALA will include DISTRICT's logo on official event t-shirts distributed to more than 700 climbers, volunteers, and event participants.
- **Logo and Website Link on Official Event Website:** ALA will feature DISTRICT's logo and website link on the official Fight For Air Climb website, providing visibility before, during, and after the event.

ATTACHMENT B

SPONSORSHIP FEE AND PAYMENT SCHEDULE

DISTRICT shall pay the amount of Sixty Thousand Dollars (\$60,000) to sponsor ALA's ongoing work to support healthy clean air choices in the Bay Area and for the advertising and promotional benefits set forth in Attachment A. Payment shall be made following execution of this Agreement and submission of an invoice by ALA.

Total Cost of Agreement not to exceed \$60,000.00.

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: October 7, 2026

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

RECOMMENDED ACTION

Authorize the Executive Officer/APCO to purchase:

1. Sixteen (16) Federal Equivalent Method continuous particulate matter monitors and accessories from Met One Instruments, Inc.;
2. One (1) black carbon analyzer and accessories from Magee Scientific and purchased through Sonoma Technology, Incorporated;
3. Thirteen (13) gas calibrators from Thermo Environmental Instruments, LLC;
4. Ten (10) Federal Equivalent Method nitrogen dioxide analyzers from Thermo Environmental Instruments, LLC;
5. Two (2) Federal Equivalent Method ozone analyzers from Thermo Environmental Instruments, LLC;
6. Two (2) primary standard ozone calibrators from Thermo Environmental Instruments, LLC;
7. Two (2) Federal Equivalent Method sulfur dioxide analyzers from Thermo Environmental Instruments, LLC;
8. Two (2) Federal Reference Method sequential filter-based particulate matter samplers from Thermo Environmental Instruments, LLC;
9. One (1) ultrafine particle counter from TSI, Inc.;
10. Eleven (11) zero air generators from Teledyne Instruments;
11. One (1) upgrade kit for a Federal Equivalent Method continuous particulate matter monitor from Teledyne Instruments; and
12. Fifteen (15) flow calibrators from Met One Instruments, LLC.

BACKGROUND

The Air District performs ambient air monitoring and sampling of criteria pollutants, including to provide long-term ambient air quality data for implementing the National Ambient Air Quality Standards.

Air District staff are seeking approval for multiple purchases to maintain and enhance the Air District's regulatory ambient air monitoring program.

DISCUSSION

The Air District is seeking to purchase:

- a. Sixteen (16) Federal Equivalent Method continuous particulate matter monitors and accessories from Met One Instruments, Inc. for an amount not to exceed \$502,122.21

Description: The Beta Attenuation Mass Monitor (BAM 1020) manufactured by Met One Instruments, Inc. is a certified Federal Equivalent Method (FEM) instrument, designated as EQPM-0308-170. Met One Instruments, Inc. manufactures these analyzers to meet the specifications codified by federal regulations and employed by ambient air monitoring agencies throughout the country.

Procurement Summary: The Air District maintains a continuous fine particulate matter (PM_{2.5}) regulatory air monitoring network that is, primarily, composed of Met One BAM 1020 monitors. To maintain compliance with federal regulations, ensure uninterrupted operations, measurement consistency, and data continuity, Met One's BAM 1020 as a PM_{2.5} FEM meets all requirements for regulatory monitoring and complements the existing network of PM_{2.5} FEM monitors in the Air District's network and are sourced from this vendor. (Attachment 1)

- b. One (1) black carbon analyzer and accessories from Magee Scientific and purchased through Sonoma Technology, Incorporated (STI) for an amount not to exceed \$40,433.54

Description: The AE33 Aethalometer, manufactured by Magee Scientific and distributed by STI, is a state-of-the-art instrument for real-time measurement of black carbon (BC) and brown carbon (BrC) concentrations in ambient air. It employs a multi-wavelength optical attenuation method to quantify BC and BrC, and to provide an indicator of diesel particulate matter (DPM) and distinguish between fossil fuel and biomass burning sources. The AE33 is widely recognized and utilized by air quality monitoring agencies and research institutions for its precision, reliability, and compliance with established scientific standards for BC measurement.

Procurement Summary: The Air District operates a network of monitoring stations that require accurate and continuous measurement of BC and BrC to support regulatory programs, air quality assessments, and source apportionment studies. The AE33 analyzer from Magee Scientific is the industry standard for BC monitoring

and ensures compatibility with existing instrumentation and historical datasets. Procuring these units which are distributed by STI guarantees consistency in data quality, operational reliability, and comparability with the Air District's existing network. (Attachment 2)

c. Thirteen (13) gas calibrators from Thermo Environmental Instruments, LLC for an amount not to exceed \$252,333.16

Description: The Thermo Scientific 146iQ Gas Calibrator is a precision instrument designed to generate accurate gas concentrations for the calibration of ambient air quality analyzers. It supports multiple gases and dilution configurations, ensuring compliance with United States Environmental Protection Agency (US EPA) calibration requirements for criteria pollutant monitoring. The 146iQ features advanced digital controls, automated sequences, and remote connectivity, making it a reliable and efficient solution for maintaining the accuracy of regulatory air monitoring networks.

Procurement Summary: The Air District operates a network of continuous air monitoring stations that require routine calibration to ensure data accuracy and compliance with federal and state regulations. The upcoming upgrade of the network's data loggers necessitates the use of the Thermo 146iQ Gas Calibrator, which is fully compatible with the upgraded systems and existing Thermo analyzers. This compatibility ensures seamless integration, operational efficiency, and consistency in calibration procedures across the network. Procuring these units from Thermo Environmental Instruments, LLC guarantees technical compatibility, reliability, and adherence to regulatory standards. Based on the need for uniformity, precision, and alignment with the upgraded infrastructure, it is optimal to source these calibrators directly from the manufacturer. (Attachment 3)

d. Ten (10) Federal Equivalent Method nitrogen dioxide analyzers from Thermo Environmental Instruments, LLC for an amount not to exceed \$191,525.57

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

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

e. Two (2) Federal Equivalent Method ozone analyzers from Thermo Environmental Instruments, LLC for an amount not to exceed \$34,365.94

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

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

f. Two (2) primary standard ozone calibrators from Thermo Environmental Instruments, LLC for an amount not to exceed \$39,389.92

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

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

g. Two (2) Federal Equivalent Method sulfur dioxide analyzers from Thermo Environmental Instruments, LLC for an amount not to exceed \$35,670.59

Description: The Thermo Scientific 43iQ Sulfur Dioxide (SO₂) Analyzer is a US EPA-designated FEM instrument for measuring ambient SO₂ concentrations. It uses pulsed fluorescence technology to provide accurate, real-time SO₂ measurements in compliance with federal and state air quality monitoring requirements. The 43iQ features advanced digital architecture, enhanced diagnostics, and remote connectivity for improved reliability and operational efficiency.

Procurement Summary: The Air District operates a network of continuous monitoring stations that require precise SO₂ measurements to meet regulatory obligations and support air quality assessments. The 43iQ analyzers are essential for maintaining compliance with US EPA FEM requirements and ensuring data continuity across the network. Procuring these analyzers from Thermo Environmental Instruments, LLC ensures technical consistency, reliability, and adherence to regulatory standards. Based on the need for uniformity, compatibility with existing systems, and continuity of high-quality data, it is optimal to source these analyzers directly from the manufacturer. (Attachment 3)

h. Two (2) Federal Reference Method sequential filter-based particulate matter samplers from Thermo Environmental Instruments, LLC for an amount not to exceed \$50,180.29

Description: The Thermo Scientific Sequential Air Sampler is a US EPA-designated Federal Reference Method (FRM) instrument for measuring ambient PM_{2.5} or PM₁₀ concentrations. It collects samples of fine and coarse particulate matter that can be important for source identification. The 2025i is designed to be installed at an outdoor sampling location and can operate without additional infrastructural support. Additionally, the 2025i is outfitted with remote connectivity for near real time diagnostic and data accessibility, which increases operational efficiency.

Procurement Summary: The Air District operates a network of continuous PM_{2.5} monitoring stations that require filter-based PM_{2.5} measurements to meet regulatory obligations. The 2025i samplers are essential for maintaining compliance with US EPA QA requirements to use a FRM instrument to ensure data quality and continuity across the network. Procuring these analyzers from Thermo Environmental Instruments, LLC ensures technical consistency, reliability, and adherence to regulatory standards. Based on the need for uniformity, compatibility with existing systems, and continuity of high-quality data, it is optimal to source these analyzers directly from the manufacturer. (Attachment 3)

i. Taxes and Freight for Thirty-one (31) monitors from Thermo Environmental Instruments, LLC for an amount not to exceed \$26,012.35 (Attachment 3)

j. One (1) ultrafine particle counter from TSI, Inc. for an amount not to exceed \$40,555.46

Description: The TSI 3783 Ultrafine Particle (UFP) Counter is a high-precision instrument designed to measure particle number concentrations in the ultrafine range. It uses condensation particle counting technology to provide accurate, real-time measurements of ultrafine particles, which are critical for assessing air quality and understanding health impacts associated with this size fraction of particulate matter. The 3783 is widely used in regulatory monitoring, research, and exposure assessment applications for its reliability and compliance with established scientific standards. UFP measurements have been integrated into the Air District's ambient air monitoring network for over a decade.

Procurement Summary: TSI Incorporated is the sole manufacturer producing ultrafine particle counters that meet the specifications for autonomous and continuous monitoring, offering operational efficiency, user-serviceable parts, and high reliability. Currently, the Air District's ultrafine particle instruments are sourced from TSI, who provided consistent support and supplied parts for their equipment for over 10 years. To ensure uninterrupted operations, measurement consistency, and continuity, this procurement should proceed with TSI, Inc. (Attachment 4)

k. Eleven (11) zero air generators from Teledyne Instruments, Inc for an amount not to exceed \$168,365.89

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

Procurement Summary: Procuring these units from Teledyne Instruments, Inc. guarantees compatibility with existing calibration setups, operational reliability, and adherence to regulatory standards. Based on the need for precision, consistency, and proven performance, it is optimal to source these systems directly from the manufacturer. (Attachment 5)

l. One (1) upgrade kit for a Federal Equivalent Method continuous particulate matter monitor from Teledyne Instruments, Inc for an amount not to exceed \$22,219.93

Description: The Teledyne API Model T640 with 640X Option is a real-time, continuous particulate matter (PM) mass monitor that uses scattered light spectrometry for measurement of PM_{2.5}, PM₁₀, and PM_{coarse}. The T640X is an certified FEM for both PM_{2.5} and PM₁₀ measurements.

Procurement Summary: Procuring the kit to upgrade a T640 to a T640x from Teledyne Instruments, Inc. guarantees compatibility with existing calibration setups, operational reliability, and adherence to regulatory standards. Based on the need for precision, consistency, and proven performance, it is optimal to source these systems directly from the manufacturer. (Attachment 6)

m. Fifteen (15) flow calibrators from Met One Instruments, Inc. for an amount not to exceed \$54,627.02

Description: The Met One Instruments, Inc. Model Swift 25.0 is a multi-function Flow Calibrator specifically designed for accurate flow measurements from 2.0 to 25.0 liters per minute (LPM). The device's easy-to-read display shows Flow Rate, Flow Temperature, and Ambient Pressure. Flow measurements are traceable to National Institute of Standards and Technology (NIST) standards, and a certificate of calibration is provided with each unit.

Procurement Summary: Procuring these units from Met One Instruments, Inc. guarantees the Air District utilizes NIST certifiable flow standards that are compatible with existing particulate samplers and offer operational reliability and adherence to regulatory standards. Based on the need for precision, consistency, and proven performance, it is optimal to source these systems directly from the manufacturer. (Attachment 7)

BUDGET CONSIDERATION/FINANCIAL IMPACT

The total cost for the purchases is \$1,507,404.69. Funds totaling \$1,457,801.87 for these purchases are included in the budgets for Program Code 802 for Fiscal Year Ending (FYE) 2027. Funds for (1) of the Met One BAM 1020 and (1) Thermo 2025i Partisol Sequential Sampler will be reimbursed by the federal FY26 EPA 103 PM_{2.5} Grant.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Jun Liu, Ila Perkins
Reviewed by: Kate Hoag

ATTACHMENT(S):

1. Met One Beta Attenuation Mass Monitor Quote
2. Magee Scientific Black Carbon Analyzer Quote
3. Thermo Environmental Instruments Gas Calibrator, ozone calibrator, NO₂, SO₂, and Ozone Analyzers and PM_{2.5} Partisol Sampler Quote
4. TSI UFP Particle Counter Quote
5. Teledyne Zero Air System Quote
6. Teledyne T640x Upgrade Kit
7. Met One Swift25 Flow Calibrators

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

Quotation For

Quote Name	06252026 BAAQMD BAM 1020	Created Date	9/2/2026
Account Name	BAY AREA AIR QUALITY MANAGEMENT DISTRICT	Expiration Date	8/24/2026
Payment Terms	N30	Quote Number	00053878
Documentation & Handling			
Please reference Quote Number (Listed above) on the document when ordering			

Quotation Prepared By

Prepared By	Jeff Harrington	Email	jeff.harrington@acoem.com
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Billing & Shipping Address

Bill To Name	BAY AREA AIR QUALITY MANAGEMENT DISTRICT	Ship To Name	BAAQMD, AMO Att: Jun Liu
Bill To	375 BEALE STREET SUITE 600	Ship To	3033 Richmond Pywy Suite 300
	ACCOUNTS PAYABLE		Richmond, California 94806
	SAN FRANCISCO, California 94105		United States
	United States		

Qty	Product Code	Line Item Description	Sales Price	Total Price
16.00	BAM 1020	BETA-ATTENUATION MASS MONITOR	USD 20,100.00	USD 321,600.00
16.00	PM2.5A-FEM-KIT	ACCESSORY KIT, FEM PM 2.5 - BGI VSCC	USD 5,900.00	USD 94,400.00
16.00	BX-827	MOISTURE CONTROLLED INLET HEATER, 115V (SMART	USD 1,110.00	USD 17,760.00
16.00	BX-126	PUMP, MEDO 115VAC ±10%, 60HZ	USD 1,300.00	USD 20,800.00
1.00	LOT	MANUALS & CALIBRATION CERTIFICATES	USD 0.00	USD 0.00
1.00	FRT	Freight	USD 3,242.61	USD 3,242.61
1.00	SVC-AIR	Sales Tax	USD 44,319.60	USD 44,319.60

Totals (Tax excluded)

Grand Total USD 502,122.21

Terms & Conditions

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

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

Warranty Terms & Conditions

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

Limitation of Warranty

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

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

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

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

Sonoma Technology, Inc.

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

Quote

BAAQMD - AE33_2510S.517

Bill To

Bay Area AQMD

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

Ship To

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

Quote Date : 25 Aug 2026

Expiry Date : 26 Oct 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.	1.00	29,600.00	29,600.00
2	PM2.5 inlet (AS-0031) Sharp-Cut Cyclone Inlet, 2.5 µm cut at 5 LPM flowrate (M4110-A) (includes connection fitting)	1.00	2,360.00	2,360.00
3	Filter tape, 10m (AS-0030) Filter Tape Roll for Aethalometer modesl AE33, AE43, AE36, and AE36s, 10 m (M8060-A)	4.00	270.00	1,080.00
4	Cartridge Filter (MC-0049) Cartridge Filter for Aethalometers and TCA08 (M8072)	1.00	35.00	35.00
5	Tariff Surcharge	1.00	3,720.94	3,720.94
			Sub Total	36,795.94
			Richmond, CA 94806 (9.75%)	3,587.60
			Shipping charge	50.00
			Total	\$40,433.54

Terms & Conditions

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

PAYMENT TERMS: Net 30 days

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



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

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

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

PAYMENT OPTIONS:

PAYMENT via ACH:

Bank Name: JPMorgan Chase New York, NY 10017

Bank Routing Number: 044000037

Account Number: 835975969

Account Name: Sonoma Technology - Operating Account

PAYMENT via Check:

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

Sonoma Technology, Inc.

1450 N. McDowell Blvd., Suite 200

Petaluma, CA 94954

PAYMENT via Credit Card:

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



*Bay Area Air Quality Mgmt - Jun Liu - 9/1/26- TM-
INST*

CPQ-00902658

September 1, 2026

BAY AREA AIR QUALITY MANAGEMENT

Jun Liu

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

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

September 1, 2026

Bay Area Air Quality Mgmt - Jun Liu - 9/1/26- TM- INST

Please note: freight charges are not included and will be prepaid and added to the invoice unless an account number is

supplied. All shipments are sent via FedEx Ground.

Quote is valid for Domestic Use ONLY

Please note that lead time provided is subject to change based upon availability at time of order

Regional Sales Manager: Odette Alsen 310-857-9431

Please be sure to submit your PO to: orders.aqi@thermofisher.com

Sales Quotation

Quote Number	Version	Quotation Date	Page
CPQ-00902658	1.00	September 1, 2026	3
Lead Time	Payment Terms	Freight Terms	Expiration Date
	Net 30 Days	Origin - Prepay And Add	October 31, 2026
Company Name		Customer Name	
BAY AREA AIR QUALITY MANAGEMENT		Jun Liu	
* See end pages of quote for PO Submission details			

Thermo Environmental Instruments LLC

27 Forge Parkway
Franklin Massachusetts 02038-3135
United States

Customer Info:

Customer Name: Jun Liu

Company Name: BAY AREA AIR QUALITY MANAGEMENT

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

Phone: (858) 500-2909

Email: jliu@baaqmd.gov

To Place an Order

Contact: Environmental Monitoring
Customer Service Franklin

Phone: (866) 282-0430

Fax: (508) 520-2800

Email: orders.aqi@thermofisher.com

Additional instructions, terms
& conditions on last page.

Bay Area Air Quality Mgmt - Jun Liu - 9/1/26- TM- INST

Item	Description	Unit Price	Qty	Unit Discount	Disc %	Total Price
1.0	43IQ-ANN 43IQ-ANN SO2 Analyzer Measurement Ranges from 0-50 ppb to 0-100 ppm	\$19,795.00	2	\$1,959.71	9.9	\$35,670.59
2.0	42IQ-ANANN 42IQ-ANANN Chemiluminescent NO-NO2-NOx Analyzer Measurement Ranges From 0-50 ppb to 0-100 ppm A 100-120 VAC, 50/60 Hz (IEC-A electrical plug; NA) N No I/O A Molybdenum N No Zero / Span Assembly N None	\$21,257.00	10	\$2,104.44	9.9	\$191,525.57
3.0	146IQ-ANACCN 146IQ-ANACCN 146iQ-Multigas Calibrator A=100-120 VAC, 50/60 Hz (IEC-A electrical plug; NA) N= No I/O A= Gas Phase Titration C= 20 SLPM C= 200 SCCM N= None	\$21,543.00	13	\$2,132.76	9.9	\$252,333.16
4.0	49IQ-ANBA 49IQ-ANBA	\$19,071.00	2	\$1,888.03	9.9	\$34,365.94

Sales Quotation

Quote Number	Version	Quotation Date	Page
CPQ-00902658	1.00	September 1, 2026	4
Lead Time	Payment Terms	Freight Terms	Expiration Date
	Net 30 Days	Origin - Prepay And Add	October 31, 2026
Company Name		Customer Name	
BAY AREA AIR QUALITY MANAGEMENT		Jun Liu	
* See end pages of quote for PO Submission details			

Thermo Environmental Instruments LLC

27 Forge Parkway
Franklin Massachusetts 02038-3135
United States

Item	Description	Unit Price	Qty	Unit Discount	Disc %	Total Price
	Ozone UV Photometric Analyzer Measurement Ranges From 0-50 ppb to 0-100 ppm A 100-120 VAC, 50/60 Hz (IEC-A electrical plug; NA) N No I/O B Internal Ozonator, Manifold, Sample/Cal Valve A Zero Air Source					
5.0	2025I-AV 2025I-AV Partisol Air Sampler Includes: Partisol-Plus Sequential Sampler, Stand, Pneumatically-Activated Filter Exchanger In Ventilated Filter Compartment, Active Volumetric Flow Control System, Flow Audit Adapter Kit, Brushless Pump, Microprocessor With Menu-Driven Software, Display And Keypad, 10 Filter Cassettes For 47mm Filters, 3 Filter Cassette Magazines With End Caps, 1 Magazine Transport Container, Sensors For Ambient Temperature, Pressure, Relative Humidity And Filter Temperature, 2 Operating Manuals, 1 Quick-Start Guide, 1 Service Manual, 9-to-9 Pin Computer Cable, AKComm RS232 Software. Instrument Warranty: 1 Year Warranty	\$27,847.00	2	\$2,756.85	9.9	\$50,180.29
6.0	49IQPS-ANNA 49IQPS-ANNA Ozone UV Photometric Primary Standard Analyzer Measurement Ranges From 0-50 ppb to 0-100 ppm	\$21,859.00	2	\$2,164.04	9.9	\$39,389.92
7.0	TAXES taxes	\$24,012.35	1	\$0.00	0.0	\$24,012.35
8.0	shipping estimated shipping	\$2,000.00	1	\$0.00	0.0	\$2,000.00
						Accessories/Other Subtotal: \$695,785.35
						Accessories/Other Discount - \$66,307.53
						Accessories/Other Total \$629,477.82

Quote Subtotal: \$695,785.35
Promotions / Discounts: - \$66,307.53

Sales Quotation

Quote Number	Version	Quotation Date	Page
CPQ-00902658	1.00	September 1, 2026	5
Lead Time	Payment Terms	Freight Terms	Expiration Date
	Net 30 Days	Origin - Prepay And Add	October 31, 2026
Company Name		Customer Name	
BAY AREA AIR QUALITY MANAGEMENT		Jun Liu	
* See end pages of quote for PO Submission details			

Thermo Environmental Instruments LLC

27 Forge Parkway
Franklin Massachusetts 02038-3135
United States

Quote total less discounts: **\$629,477.82**

Quotation Totals: **\$629,477.82**

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

Take advantage of our Lease Offerings:

Please see below for monthly payment options and contact financialservices@thermofisher.com Please note: Payments are estimates only and availability of lease financing is subject to credit approval and acceptance of terms. Terms and interest rates may vary based on customer's financial profile.

Leasing estimate is based on a total cost of **\$629,477.82**; you may choose from the monthly payment options below:

	Lease Term (months)			
	24	36	48	60
\$1.00 Purchase Option:	\$26,228.24	\$17,485.50	\$13,114.12	\$10,491.30
Number of Advance Payments:	1	1	1	1

Choosing the Lease that Best Meets Your Needs:

\$1.00 Purchase Option

This is a lease-to-own option where you would own the equipment after all monthly payments have been made. It is similar to a finance agreement and provides you a defined payment schedule over the lease term.

Please click here for formal Credit Review: [Credit Application](#)

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

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

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

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

Product lead-times are subject to change.

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

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

Thermo Environmental Instruments LLC is part of Thermo Fisher Scientific.

TERMS AND CONDITIONS OF SALE FOR PRODUCTS AND SERVICE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

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

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



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

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

Page 1 of 2

Quotation

Quote Contact

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

Bill-To-Party

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

Ship-To-Party

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

Make PO Out To: TSI Incorporated

Quotation Number 20346818
Quotation Date 08/25/2026
Customer No 5382931
Cust. Ref.
Incoterms 2020 CPT: Prepay & Add
Consignee's Premises
Payment Term Net 30 days
Valid To 12/31/2026
Currency USD
Method of Payment PO, Visa, Amex, Mastercard

Please reference Quote number when submitting PO

Item	Material/Description	Quantity	Unit Price	Amount
1	3783 Environmental Particle Counter (EPC) 3783 Environmental Particle Counter (EPC) with Aerosol Instrument Manager CPC/EAD Software. Requires External Vacuum Source (not included)	1.00 EA	34,945.00	34,945.00
2	3033 Vacuum Pump (115/220 to 240 VAC, 50/60 Hz)	1.00 EA	1,840.00	1,840.00
Sub Total				36,785.00
Freight				TBD
Tax				3,770.46
Total Amount				40,555.46

1. Delivery: Estimated 8-10 weeks ARO. Prices quoted do not include shipping charges. Shipping estimates upon request.
2. Please provide complete shipping instructions for your order. Shipping cost can either be added to final invoice, or we can utilize your carrier account number.
3. Please email orders to orders@tsi.com and patrick.roth@tsi.com. If you prefer to place your order by phone, please call 800-680-1220. Anyone who answers the phone can help you.
4. If your organization is tax exempt, please send a copy of your certificate along with your order.
5. Please provide end user's name, address and phone number when placing order. This will assure the end user receives appropriate information regarding service, warranties, future modifications and software updates as needed.
6. Contact Information: Patrick Roth, Ph.D. | Regional Manager | Mobile: 1-651-724-8252 | patrick.roth@tsi.com



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Page 2 of 2

Quotation

Bill-To-Party

Bay Area Air Quality Mgmt Dist

Quotation Number

20346818

Quotation Date

08/25/2026

Item	Material/Description	Quantity	Unit Price	Amount
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Sales Tax and Freight charges determined by tax status of customer and shipping method selected.

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

This quotation constitutes a commercial offer and reflects only the terms applicable to the quoted products and pricing. Unless otherwise stated, the quotation is valid for thirty (30) days from the date of issue. Pricing is based on standard commercial off-the-shelf (COTS) product configurations and excludes applicable taxes, duties, and shipping charges unless expressly included.

Products are supplied subject to the manufacturer's standard product warranty applicable to the quoted items.

Seller provides commercial off-the-shelf (COTS) products developed for the general marketplace and conducts transactions in accordance with standard commercial practices consistent with FAR Part 12 (Acquisition of Commercial Products and Commercial Services). Requirements or provisions specific to non-commercial, service-based, or government-unique contracting frameworks may not apply to this transaction.

Seller will review any terms and conditions submitted with a customer purchase order for consistency with standard commercial contracting practices applicable to COTS products. No order shall be binding upon Seller unless and until accepted in writing, which will be confirmed through the Seller's order confirmation or other written acceptance.

Link to TSI Corporate Capabilities Statement at <https://tsi.com/Capabilities-Statement>

Patrick Roth
TSI Incorporated

Date 08/25/2026

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



QUOTATION Teledyne API

Quote To		Please Issue PO To	Quote #	CCIQ33997-02
Bay Area AQMD		Teledyne Instruments, Inc. dba Teledyne API	Date	2026.09.02
Jun Liu			Validity	30 days
375 Beale Street, Suite 600			Payment	Net 30 OAC
San Francisco CA 94109		9970 Carroll Canyon Road San Diego CA 92131	Delivery	Weeks, 6-8
		Toll Free (844) 880-AHOY	Ship Point	Shipping Point
Reference		AHOY@ClipperControls.com	Fr't Terms	Pre-Paid & Added
Teledyne API Model T701H			Acct Mgr	Marty Hyland

Item	Qty	Description	Unit Price	Ext Price
1	11	Model T701H High Performance Zero Air System Teledyne API # 070790000 Includes: --Compressed air source --Standard 30 SLPM @ 35 PSI --Water drop out auto drain, regen scrubber for H2O, SO2, NO, NOx, H2S, and Ozone --Hydrocarbon and CO scrubber --Full MODBUS TCP/IP Communication --Dew Point sensor --Product Manuals on CD Power: 115 VAC, 60 Hz Two year Standard Warranty No-Charge TAPI Customer Service by phone, FAX, email for life of the instrument.	\$12,410.00	\$136,510.00
2	11	Annual Maintenance Kit for N701H/T701H Teledyne API #: 064780000 Option# 42A One year operation, contains: 1 activated charcoal kit, 005960000 1 purafil kit, 005970000 8 large charcoal retainer pads, 006900100 1 mol seive kit, 016920000 4 scrubber gaskets, 057270000 1 paper filter elements for FL15, FL0000016 4 orings, 2-228V, OR0000058	\$913.00	\$10,043.00
3	11	Option 20B - Rack Mount Kit 8.75" with Chassis Slides, 24" (610 mm), Black Part Number: 052990000	\$441.00	\$4,851.00
4		SubTotal		\$151,404.00

Item	Qty	Description	Unit Price	Ext Price
5	1	Sales Tax 9.75%	\$14,761.89	\$14,761.89
6	11	Estimated Freight	\$200.00	\$2,200.00

NOTES

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

2. Rev-01 - Changes quantity to 11.

3. Rev-02 - Added kits for rack mount brackets with slides

Total \$168,365.89

Quotation Notes (unless specified otherwise above)

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

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



Marty Hyland

Account Manager

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

MHyland@ClipperControls.com

(844) 880-AHOY x109



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



QUOTATION Teledyne API

Quote To		Please Issue PO To	Quote #	CCIQ34243-01
Bay Area AQMD		Teledyne Instruments, Inc. dba Teledyne API	Date	2026.08.31
Jun Liu			Validity	30 days
375 Beale Street, Suite 600			Payment	Net 30 OAC
San Francisco CA 94806		9970 Carroll Canyon Road San Diego CA 92131	Delivery	Weeks, 8-10
		Toll Free (844) 880-AHOY	Ship Point	Factory
Reference		AHOY@ClipperControls.com	Frft Terms	Pre-Paid & Added
Teledyne API T640 to T640X Upgrade			Acct Mgr	Marty Hyland

Item	Qty	Description	Unit Price	Ext Price
1		T640 UPGRADE TO T640X		
2	1	Option 640X - Auxiliary Flow System Teledyne API # 083770000 Auxiliary Flow System with the US EPA, 16.7 LPM PM10 inlet, 640X Inner Sample Tube, 640X Bypass Flow Coupler, and External Pump	\$17,716.00	\$17,716.00
3	1	Sample Tube Extension Kit Teledyne API # 083790000 With 8 Foot, ea. with Coupling and Roof Flange (for the 640X option)	\$1,267.00	\$1,267.00
4	2	Inline Filter, DFU, disposable Teledyne API # FL0000003	\$62.00	\$124.00
5		Running SubTotal		\$19,107.00
6	1	Sales Tax 9.75%	\$1,862.93	\$1,862.93
7	1	T640X Upgrade Labor Manufacturer: Teledyne API PN: T640X-Upgrade-Labor Labor to install and test an existing and working T640. If additional replacement parts are required, there will be additional charges for parts and the associated labor.	\$1,000.00	\$1,000.00
8	1	Estimated Freight	\$250.00	\$250.00

NOTES

1. We are including the T640/T640X Price Sheet so that you can determine if you want to add or subtract anything.
2. We may be able to shorten the lead time for the T640X if you need it before the end

Item	Qty	Description	Unit Price	Ext Price
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of the year.

3. We will need serial numbers of each unit coming back to Teledyne API and we will provide an RMA for each one.

4. Should you decide to send them back, we recommend ordering boxes from Teledyne unless you still have your T640 boxes.

5. The Estimated Freight is from Teledyne API back to BAAQMD. BAAQMD will pay for the freight to the factory.

6. T640 Upgrade pricing does not include possible additional parts and labor that the service department determines to be faulty or failed upon inspection. They will note this and get approval from you should this be the case.

6. This is a duplicate of CCIQ32598-01 because the old quote was classified as "Lost" and a new quote had to be created.

7. Rev-01 - Eliminates the new T640X units and includes QTY 1 T640 to T640X upgrade.

Total **\$22,219.93**

Quotation Notes (unless specified otherwise above)

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

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



Marty Hyland

Account Manager

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

MHyland@ClipperControls.com

(844) 880-AHOY x109



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

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

Quotation For

Quote Name	08272026 BAAQMD 15 x Swift 25	Created Date	9/2/2026
Account Name	BAY AREA AIR QUALITY MANAGEMENT DISTRICT	Expiration Date	12/31/2026
Payment Terms	N30	Quote Number	00055445
Documentation & Handling Please reference Quote Number (Listed above) on the document when ordering			

Quotation Prepared By

Prepared By	Jeff Harrington	Email	jeff.harrington@acoem.com
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Billing & Shipping Address

Bill To Name	BAY AREA AIR QUALITY MANAGEMENT DISTRICT	Ship To Name	BAAQMD, AMO ATT: Jun Liu
Bill To	375 BEALE STREET SUITE 600	Ship To	3033 Richmond Pkwy Suite 300 Richmond, California 94806 United States
	ACCOUNTS PAYABLE SAN FRANCISCO, California 94105 United States		

Qty	Product Code	Line Item Description	Sales Price	Total Price
15.00	SWIFT 25.0	MULTI-FUNCTION FLOW METER	USD 3,300.00	USD 49,500.00
1.00	LOT	MANUALS & CALIBRATION CERTIFICATES	USD 0.00	USD 0.00
1.00	FRT	FREIGHT CHARGES	USD 300.77	USD 300.77
1.00	SVC-AIR	Sales Tax	USD 4,826.25	USD 4,826.25

Totals (Tax excluded)

Grand Total USD 54,627.02

Terms & Conditions

1. VALIDITY: Quotation will be valid for a period of 60 days from the quote date.
2. Please note the \$200 minimum value for all orders. Thank you for your support.

3. A credit card convenience fee of 3% will be applied to all credit card transactions.

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

Warranty Terms & Conditions

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

Limitation of Warranty

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

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

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

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

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: October 7, 2026

Re: Authorization to Attend the United Nations Framework Convention on Climate
Change Conference of the Parties 31 and Related Events

RECOMMENDED ACTION

Authorize Chair Lynda Hopkins and Vice Chair Vicki Veenker to travel to Antalya, Turkey, to attend the United Nations Framework Convention on Climate Change Conference of Parties 31 and related events and receive compensation and reimbursement per the Air District's Meeting Compensation and Expense Reimbursement Policy; and authorize the reimbursement of lodging expenses for the Chief of Staff to Chair Hopkins to accompany the Air District delegation to provide logistics, communications, media relations, and policy support (with airfare and other expenses to be paid by non-Air-District funds).

BACKGROUND

The United Nations Framework Convention on Climate Change is hosting the Conference of the Parties 31 (COP31) in Antalya, Turkey from November 9, 2026 – November 20, 2026. Related events that focus on climate change will begin at least a week prior to COP31.

DISCUSSION

For out-of-state and international travel to attend conferences, conventions, legislative advocacy trips and other compensable and reimbursable meetings covered by the Air District's Administrative Code, the Chair of the Board shall nominate Board members to attend such meetings for approval by the Board of Directors in consultation with the Executive Officer/APCO and Air District staff. While the Chair and Vice Chair shall have priority to represent the Air District at any event, in considering which other Board members may be selected for travel and represent the Air District, the Chair shall consider a number of criteria as detailed in the Air District's Meeting Compensation and Expense Reimbursement Policy.

With this consideration, the Air District will greatly benefit from Chair Hopkins and Vice Chair Veenker's participation at COP31. Executive Officer/APCO Dr. Philip M. Fine and Deputy Executive Officer Viet Tran will also travel to Turkey to attend COP31 and related events, as well as two additional Air District staff members who will provide critical policy and media relations support to the Board of Directors and Executive Leadership.

In addition, per the Air District's Meeting Compensation and Reimbursement Policy, the Chair of the Board has the authority to recommend non-Board-members for inclusion in Air-District-related travel. The Chair's Chief of Staff in the Chair's office as Supervisor of Sonoma County, was an instrumental member of the Air District's staff support team at COP30 in Brazil. Working closely with the Executive Officer and the Deputy Executive Officer of Public Affairs, the Chair's Chief of Staff worked to provide logistics support, policy support, and media relations support, ranging from drafting talking points, presentation decks, media availability, conference logistics, scheduling panel participations with other nations' pavilions to ensure the Air District's climate change policies and initiatives were advanced on the global stage and securing best practices to bring back to our constituents in the Bay Area. Providing reimbursement for the Chief of Staff's lodging at COP31 will allow her to provide these invaluable support services for this year's delegation as well. The requested authorization is for lodging costs only; other travel expenses will be paid by non-Air-District funds.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Costs for travel to attend this conference for two Board members, including travel, are estimated at \$15,000. The lodging expenses for Chair Hopkins' Chief of Staff are estimated at \$1,200. Other costs for COP31 include a \$35,000 contract for logistics services with ICLEI; a \$10,000 sponsorship with the Climate Registry; and the cost for four Air District staff to travel and attend the conferences to provide logistics, communications, media, and climate change policy support, estimated at \$32,000.

Funds to cover the costs for Board members are included in the Fiscal Year Ending 2027 budget for the Board of Directors, Program 121. Funds to cover the costs for non-Air District staff lodging and for Air District staff are included in the Fiscal Year Ending 2027, Program 104 budget. Sponsorship funds are included in the Fiscal Year Ending 2027, Program 127 budget.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Aloha de Guzman
Reviewed by: Viet Tran

ATTACHMENT(S):

None

BOARD MEETING DATE: October 7, 2026

REPORT: Stationary Source Committee

SYNOPSIS: The Stationary Source Committee (Committee) held a meeting on Wednesday, September 9, 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 Yerba Buena 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: (San Mateo County Board of Supervisors' Office, 5th Floor, 500 County Center, Redwood City, CA 94063): Director Ray Mueller.

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

Present, In-Person Satellite Location: (Office of Alameda County Supervisor David Haubert, Scott Haggerty House, 4501 Pleasanton Ave, Pleasanton, CA 94566): Director David Haubert.

Present, In-Person Satellite Location: (Office of Santa Clara County, 70 W. Hedding St, 10th Floor Conference Room, San Jose, CA 95110): Director Otto Lee.

Absent: Directors Dionne Adamas and Lynda Hopkins.

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.

3. PUBLIC COMMENTS ON NON-AGENDA MATTERS

Public comments were given by Fernando Gaytan, Earthjustice; Colleen Fitzgerald, Earthjustice; Sarah Chen Small, Communities for a Better Environment (CBE); Pooja Agarwal; Harrison Beck, San Francisco resident; Mars Keith, Sierra Club; and Erika Siao, CBE.

CONSENT CALENDAR

4. APPROVAL OF THE DRAFT MINUTES OF THE STATIONARY SOURCE COMMITTEE MEETING OF JULY 8, 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 July 8, 2026; and the motion **carried** by the following vote of the Committee:

AYES:	Carlson, Gioia, Haubert, Jue, Lee, Medina, Mueller, Quinto, Young.
NOES:	None.
ABSTAIN:	None.
ABSENT:	Adams, Hopkins.

INFORMATIONAL ITEMS

5. STATE AND REGIONAL EFFORTS TO ADVANCE THE EQUITABLE TRANSITION TO CLEAN APPLIANCES

Richard Chien, Planning and Climate Protection Manager, gave the staff presentation *State and Regional Efforts to Advance the Equitable Transition to Clean Appliances*, including: abbreviations; outline; major players in the clean appliance transition; spotlight on California Heat Pump Partnership; spotlight on Bay Area Regional Energy Network (BayREN) - heat pump water heater (HPWH) for hard-to-reach households, contractor readiness, building department support; spotlight on Pacific Gas & Electric (PG&E); spotlight on load serving entities - funding support, permitting support; Senate Bill (SB) 222 – The Heat Pump Access Act; spotlight on Sprint to 9-6 – communications and

outreach; spotlight on equitable building decarbonization; and Air District outreach and education.

Jane Elias, Manager of Energy Programs with Metropolitan Transportation Commission/Association of Bay Area Governments, and Nik Kaestner, Senior Building Decarbonization Coordinator with the San Francisco Environment Department, provided additional context after the presentation.

Public Comments

Public comments were given by Gerard Manning; Sarah Seeger; K. Taniguchi, Palo Alto resident; Dr. Alli Black, Palo Alto resident; Sven Thesen; Heather Bromfield, Enterprise Community Partners; Mark Forbes, San Carlos resident; Dr. Mary Willims, San Francisco Bay Area Physicians for Social Responsibility; Julie Lindow, San Francisco Bay Area Physicians for Social Responsibility; Nova Jayaraj, Silicon Valley Youth Climate Action; Eric Liang, Silicon Valley Youth Climate Action; Daphne Saviotto, Rodeo resident; Aleta Dupree; Tonia Randell, Marie Harrison Community Foundation; Nancy Haber, San Francisco resident; Melissa Holmes, Fremont resident; Sam Fishman, San Francisco Bay Area Planning and Urban Research Association; Susan Green, San Francisco resident; Tony Sirna, Evergreen Action; Olga Mandrussow; Angela Evans, Menlo Spark; Melissa Yu, Sierra Club; Kristel Rietesel, Bay Area Clean Air Coalition; Bruce Hodge, Carbon Free Palo Alto; Sara Greenwald, 350 Bay Area; Dr. Stephen Rosenblum, Palo Alto resident; Lucinda Young, Albany resident; Veronica Eady, West Oakland Environmental Indicators Project (WOEIP); Nura Liepsner, GreenFaith; Scott Thomason, Sierra Club; Robert Whitehair, San Mateo resident; Clara Weinstein, WOEIP; Joel Ervice, Regional Asthma Management and Prevention; Brian Schmidt, Menlo Spark; Wendy Chou, Acterra; Linda Brown, Napa resident; Tom Kunhardt; David Shen, Oakland resident; David Moller, Marin Electrification Council; and Rich Richardson, Sierra Club.

Committee Comments

The Committee and staff discussed the nature of the most significant electrification implementation barriers; the current emergency water heater replacement process; 120-volt versus 240-volt water heaters; how this information is being brought together in a one-stop gateway for lower-income households in the Bay Area; how to streamline local jurisdiction permitting for these installations and the suggestion of developing a model for cities and counties to follow; the anticipated implementation timeline of SB 222 (Wiener-2025), if approved by the Governor; outreach on load management and energy-sharing devices (power-efficient design); how the encouraging of voluntary adoption of electrification at the earliest feasible opportunity may help facilitate a smoother transition and reduce the need for future regulatory mandates; concerns that not all rebates are equitable or available everywhere in the Bay Area, and concerns regarding upfront expenditures, as reimbursement is typically provided after purchase and installation; concerns that some incentive programs provide financing for installation or infrastructure upgrades, but not for the appliance equipment itself; anticipated implementation costs of SB 222 (The Heat Pump Access Act) and where the funding will come from; the estimated cost for the transition to electrification for all homes in the nine-county Bay Area, how

much funding has been set aside by the State, utilities, and community choice aggregation organizations to cover the cost of that transition, and whether the Air District is advocating that the State pays for this; the importance of correcting misinformation that is being circulated about Rules 9-4 and 9-6; the estimated number of years it is expected to take for the existing stock of gas water heaters in the Bay Area to transition to zero-NOx models through normal equipment turnover; infrastructure costs to upgrade the grid and grid impacts; concerns that cost estimation methodologies can have bias and may be anecdotal; the request that a future Board agenda include a study of housing stock across the nine Bay Area counties to better analyze the electrical infrastructure costs and physical space constraints that property owners may face; how to avoid duplicative efforts among various agencies, but use more collaboration instead; the belief that, although additional work is needed to address remaining gaps, the progress made thus far supports continued advancement toward implementation; and how electrification may offer resilience and safety benefits due to the potential for damage to natural gas infrastructure during significant seismic events.

Committee Action

No action taken.

6. PERMITTING RESEARCH & DEVELOPMENT: UNLOCKING INNOVATION

Kelly Crawford, Deputy Executive Officer of Engineering and Compliance, gave the staff presentation *Permitting Research and Development: Unlocking Innovation*, including: abbreviations; outline; Strategic Plan alignment; stages of research and development (R&D) and regulatory implications; current pathways in the Bay Area; typical R&D project versus ideal R&D project; peer agency models (South Coast Air Quality Management District and New Jersey Department of Environmental Protection); R&D permitting landscape; and considerations.

Public Comments

No requests received.

Committee Comments

The Committee and staff discussed whether three months is realistic for R&D; how Bay Area Air District permitted project outcomes may have differed if other approaches for research operations had been used; whether there are relevant industry groups or companies with R&D expertise that could provide input on this topic; and overlap between R&D work and new technology/production that offers environmental benefits.

Committee Action

No action taken.

OTHER BUSINESS

7. COMMITTEE MEMBER COMMENTS

None.

8. TIME AND PLACE OF NEXT MEETING

Wednesday, October 14, 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 1:17 p.m.

Attachments

#4 – Approval of the Draft Minutes of the Stationary Source Committee Meeting of July 8, 2026

#5 – State and Regional Efforts to Advance the Equitable Transition to Clean Appliances

#6 – Permitting Research & Development: Unlocking Innovation

BOARD MEETING DATE: October 7, 2026

REPORT: Community Equity, Health, and Justice Committee

SYNOPSIS: The Community Equity, Health, and Justice Committee (Committee) held a meeting on Wednesday, September 9, 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) Chairperson, John Gioia, called the meeting to order at 1:26 p.m.

Roll Call:

Present, In-Person (Bay Area Metro Center, 375 Beale Street, 1st Yerba Buena Room, San Francisco, CA, 94105): Chairperson Gioia; and Directors Monica Brown, Linda Sell, and Shamann Walton.

Present, In-Person Satellite Location: Napa County Administration Building, 1195 Third Street, Suite 310, Crystal Conference Room, Napa, CA 94559): Directors Joelle Gallagher and Steve Young.

Absent: Director Dionne Adams.

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.

3. PUBLIC COMMENT ON NON-AGENDA MATTERS

No requests received.

CONSENT CALENDAR

4. APPROVAL OF THE DRAFT MINUTES OF THE COMMUNITY EQUITY, HEALTH, AND JUSTICE COMMITTEE MEETING OF JULY 8, 2026

Public Comments

No requests received.

Committee Comments

None.

Committee Action

Director Sell made a motion, seconded by Director Walton, to approve the Draft Minutes of the Community Equity, Health, and Justice Committee Meeting of July 8, 2026; and the motion carried by the following vote of the Committee:

AYES:	Brown, Gioia, Gallagher, Sell, Walton, Young.
NOES:	None.
ABSTAIN:	None.
ABSENT:	Adams.

ACTION ITEM

5. LOCAL COMMUNITY BENEFITS FUND – AWARD OF ROUND 1 FUNDS

Emi Wang, Community Investments Officer, and Letitia Carpenter and Lisa Hu, Senior Staff Specialists, gave the staff presentation *Bay Reinvesting Penalties for Air Improvement and Resilience (REPAIR) Local Community Benefits Fund: Award of Round 1 Funds*, including: recommended action; outline; core strategies; grant awards – Round 1; Benicia Catalyst Grants; all other grant types; applications received – Round 1; activity type – Round 1 eligible applications; project type – Round 1 eligible applications; application review process; eligibility review; community and technical reviewers; application scoring; reviewer pool; how recommendations were made; examples of portfolio balance factors considered by staff; reference checks; partial awards; Benicia and surrounding communities; grant awards – Benicia and surrounding communities; applications received – Benicia and surrounding communities; oversubscription – Benicia and surrounding communities; anticipated community benefits of the recommended investments; Benicia Opportunity Grant recommendations; Benicia Seed Grant recommendations; Richmond and surrounding communities; grant awards – Richmond and surrounding communities; applications received – Richmond and surrounding communities; oversubscription – Richmond and surrounding communities; anticipated community benefits of the recommended investments; Richmond Catalyst Grant recommendations; Richmond Opportunity Grant recommendations; Richmond Seed Grant recommendations; anticipated next steps; and recommended action.

Public Comments

Public comments were given by Stephen Golub; Princess Robinson, Richmond LAND Staff; Cecilia Lopez, Richmond resident; Matthew Hulse, Contra Costa Legal Services; Philip Rosenthal, Point Richmond Neighborhood Council; Sarah Shawky, City of Benicia; David Lindsay, Benicia resident; Patrick Messac; Ashley Labar, STAX Engineering; Marillyn Bardet, Benicia resident; Ruth Fernandez, First Five Contra Costa; Tom Campbell; Gary Hsueh, Center for Transportation and the Environment; Tim Frank, Contra Costa Building and Construction Trades Council; Dr. Kirby Lynch; and Debbie Toth, Choice in Aging.

Committee Comments

The Committee and staff discussed concerns regarding partnership requirements for Opportunity Grants; concerns regarding unintended consequences of the networking sessions held for organizations interested in applying to the Local Community Benefits Fund Round 1; concerns regarding the key criteria of “portfolio balance” and “program alignment”; the perception that additional criteria may have been considered after the first application analysis was completed, tainting the application process; how the Air District defines “bias awareness”; which applications fell below the 50th percentile but were advanced because they showed exceptional strengths in other review areas; whether the Bay REPAIR Local Community Benefits Fund will offer funding specifically for “Martinez and Surrounding Communities”; the misinterpretation of the program guidelines regarding eligible projects, and the wish that that had been clarified prior to the application deadline; concerns about particular community and technical reviewers; clarification regarding a recommended project’s eligibility, based on the status of an Air District regulation; potential sources of applicants’ leverage funding; suggestions of developing requirements to ensure survival rates for the tree-planting project applications; the desire for equitable tree-planting in the Bay Area; how the Air District plans to ensure that awarded grant funds are used for eligible project expenses rather than for an applicant’s general operating costs or existing financial obligations; the Air District’s proposed contract negotiation process; whether the Air District will offer feedback to applicants whose projects were not recommended in Round 1, whether those applicants may apply for future Bay REPAIR Local Community Benefits Fund grants, and the suggestion that applicants whose projects were not recommended for Round 1 be automatically considered first for any new rounds of funding; the request that the Board be informed of the metrics that are developed; the request for a pie chart for the Board showing recommended grant awards; exceptions made for the Benicia Catalyst Grants that did not apply to the Richmond Catalyst Grants; and concerns regarding the perception that grants were awarded based solely on geographic location.

Committee Action

Chair Gioia made a motion, seconded by Director Young, to recommend the Board to 1) **award** \$26,540,000 in Local Community Benefits Fund awards for Benicia and Surrounding Communities and \$38,752,145 in grant awards for Richmond and Surrounding Communities; and 2) **authorize** the Executive Officer/Air Pollution Control Officer to execute grant agreements for the recommended projects.

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

AYES:	Brown, Gallagher, Gioia, Sell, Young.
NOES:	None.
ABSTAIN:	None.
ABSENT:	Adams, Walton.

OTHER BUSINESS

6. COMMITTEE MEMBER COMMENTS

None.

7. REPORT OF THE DEPUTY EXECUTIVE OFFICER OF EQUITY AND COMMUNITY PROGRAMS

Arsenio Mataka, Deputy Executive Officer of Equity and Community Programs, made the following announcements:

- **East Oakland: The September 10 CSC meeting, from 6:00–8:00 PM, will be held as a hybrid meeting at Youth UpRising Campus (8711 MacArthur Blvd, Oakland).** This will be the first meeting since the *Right to Breathe: East Oakland Community Air Quality Justice Plan* moved into implementation. The CSC will reconvene, welcome new members, and transition into the implementation phase.
- **Bayview Hunters Point SE/SF:** The Air District will release the Draft Bayview Hunters Point/Southeast San Francisco Community Emissions Reduction Plan for a 30-day public review on September 14, 2026. Comments on the draft plan can be submitted through the Air District's Public Comment Portal (comments.baaqmd.gov) until October 14, 2026, at 11:59 PM. A public open house will be held September 22, 2026 from 5:30–7:30 PM at the Southeast Community Center.
- **Richmond-North Richmond-San Pablo:** The next CSC quarterly meeting is September 28th from 5:30 to 7:40PM (hybrid meeting). Full meeting details are available on the Air District's News and Events Calendar.

8. TIME AND PLACE OF NEXT MEETING

Wednesday, October 14, 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.

The meeting was adjourned at 4:08 p.m.

Attachments

#4 – Approval of the Draft Minutes of the Community Equity, Health, and Justice Committee Meeting of July 8, 2026

#5 – Local Community Benefits Fund – Award of Round 1 Funds

BOARD MEETING DATE: October 7, 2026

REPORT: Policy, Grants, and Technology Committee

SYNOPSIS: The Policy, Grants, and Technology Committee (Committee) held a meeting on Wednesday, September 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.

Vicki Veenker, Chair
Policy, Grants, and Technology Committee

VV:mh

Policy, Grants, and Technology Committee (Committee) Chairperson, Vicki Veenker, 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 Vicki Veenker; Vice Chairperson Juan González III; and Directors Ken Carlson, Brian Colbert, and Mark Salinas.

Present, In-Person Satellite Location: (Napa County Administration Building, 1195 Third Street, Suite 310, Crystal Conference Room, Napa, CA 94559): Director Joelle Gallagher.

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

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

Absent: Directors Noelia Corzo and Rico E. Medina.

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

3. PUBLIC COMMENT ON NON-AGENDA MATTERS

No requests received.

CONSENT CALENDAR

4. APPROVAL OF THE DRAFT MINUTES OF THE POLICY, GRANTS, AND TECHNOLOGY COMMITTEE MEETING OF JUNE 17, 2026

Public Comments

No requests received.

Committee Comments

None.

Committee Action

Director González made a motion, seconded by Director Carlson, to **approve** the Draft Minutes of the Policy, Grants, and Technology Committee Meeting of June 17, 2026; and the motion **carried** by the following vote of the Committee:

AYES:	Carlson, Colbert, Gallagher, González, Mueller, Salinas, Tam, Veenker.
NOES:	None.
ABSTAIN:	None.
ABSENT:	Corzo, Medina.

INFORMATIONAL ITEM

5. STATE AND FEDERAL LEGISLATIVE UPDATES

Alan Abbs, Legislative Officer, gave the staff presentation *State and Federal Legislative Updates*, including: abbreviations; 2026 Legislative Session; 2026 Legislative Session Board-adopted-position bills as of September 2, 2026 – (co-sponsored bill) Senate Bill (SB) 222 (Wiener), (support bills) Assembly Bill (AB) 907 (Solache), AB 2313 (Berman), AB 2349 (Solache), SB 299 (Cabaldon), SB 899 (Grove), SB 954 (Blakespear), SB 1159 (Cabaldon), (oppose bills) SB 1392 (Cortese and Grove), (oppose unless amend bills) AB 2635 (C. Rodriguez), SB 1075 (Reyes), (additional bills of interest of discussion) AB 40 (Bonta), SB 675 (Padilla), SB 811 (Caballero), SB 1187 (Durazo), data center bills; State Budget update Fiscal Year (FY) 2026-27 – State Budget update; and California Clean Air Act Waivers and Recent Events of Significance on the Federal Level – California Clean Air Act Waivers.

Public Comments

No requests received.

Committee Comments

The Committee and staff discussed the following:

- AB 40 (Bonta): concerns regarding the proposed West Oakland coal export terminal, the project status (whether a permit application been submitted yet), and how Air District regulations would apply to the terminal.
- AB 2349 (Solache): whether the structure of the bill to allow or require the existence of Air Quality Incident Response Centers.
- SB 299 (Cabaldon): whether this bill is seen as a friction point.
- SB 1187 (Durazo): the issue this bill seeks to resolve, and the rationale for the proposed changes; and whether the entire contents of meeting packets are to be translated, versus only the meeting agendas.
- SB 1392 (Cortese and Grove): the model year threshold for vehicles exempt from smog check requirements.
- Data Centers: whether the Air District has a perspective on the level of priority the State Legislature and federal government place on addressing the impacts of data centers; whether there have been discussions of implementing moratoriums related to this issue; local control vs state control; data centers' correlations to air quality; and what alternative energy sources or clean energy strategies are being encouraged for use by data centers.
- Clean Air Act: the status of legal action challenging federal actions regarding the Clean Air Act; the 60-day review clock and the "reach-back" look-back period that create a fast-track way for Congress to review and overturn federal agency actions, under the Congressional Review Act; how one ruling may affect another; and the number of lawsuits, judges, and rules in Washington, D.C., versus California.

Committee Action

No action taken.

OTHER BUSINESS

6. COMMITTEE MEMBER COMMENTS

Vice Chair Veenker announced the upcoming retirement of Mr. Abbs from the Air District. In recognition of his service, he was presented with a proclamation, and committee members each expressed their appreciation for his contributions. Mr. Abbs also gave outgoing remarks.

7. TIME AND PLACE OF NEXT MEETING

Wednesday, October 21, 2026, at 10:00 a.m. The meeting will be held in-person at the Bay Area Metro Center and at satellite locations as may be specified on the meeting agenda using a remote teleconferencing link. Members of the Policy, Grants, and Technology Committee and the public may attend at any of those in-person locations, and members of the public may also attend virtually via webcast.

Adjournment

The meeting was adjourned at 11:47 a.m.

Attachments

#4 – Approval of the Draft Minutes of the Policy, Grants, and Technology Committee Meeting of June 17, 2026

#5 – State and Federal Legislative Updates

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BOARD MEETING DATE: October 7, 2026

REPORT: Community Advisory Council

SYNOPSIS: The Community Advisory Council (CAC) held a meeting on Thursday, September 17, 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 Committee

WG/PM/LW:mh

CALL TO ORDER - ROLL CALL

The meeting Facilitator, Randolph Belle of Randolph Belle, Artist (RBA) Creative, called the Community Advisory Council in-person meeting to order at 6:00 p.m.

Roll Call:

Present, In Person: (Bay Area Metro Center, 375 Beale Street, Yerba Buena Room, San Francisco, CA, 94105): Council Members Sejal Babaria, William Goodwin, Arieann Harrison, Patrick Messac, Cynthia Prieto-Diaz, Kevin G. Ruano Hernandez, Violet Saena, Harsheet Subedi, Ken Szutu, Azjargal Tsogtsaikhan, and Latasha Washington.

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): Council Members Dominique Brooks, Ms. Margaret Gordon, and Saidy Reyes Mazariegos.

Absent: Council Members Adriana Fernandez-Arriaga and Jeff Sanchez.

Note: Since the Council's July 16, 2026 meeting, Council Member Dominick Ramirez has completed his 2-year term and is no longer serving his youth seat on the Council.

For additional details of the Community Advisory Council Meeting, please refer to the webcast, which can be found [here](#). Please use the webcast's index to view specific agenda items.

2. PUBLIC COMMENT ON NON-AGENDA MATTERS

Public comments were given by Tracy Flor-Figueroa, Sierra Club.

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

NOTED PRESENT: Council Member Harrison was noted present at 6:16 p.m. and Council Member Tsogtsaikhan was noted present at 6:19 p.m.

Arsenio Mataka, Deputy Executive Officer of Equity & Community Programs, introduced Dr. Rohan Radhakrishna, the Air District's new Health Officer.

- The Public Draft of the *Bayview Hunters Point/Southeast San Francisco Community Emissions Reduction Plan (CERP)* (link: <https://www.baaqmd.gov/community-health/community-health-protection-program/bayview-hunters-point-community-emissions-reduction-planhttps://www.baaqmd.gov/community-health/community-health-protection-program/bayview-hunters-point-community-emissions-reduction-plan>) was released a few days ago, on Monday, September 14. The Air District partnered with the Marie Harrison Community Foundation, the BVHP/SESF Community Steering Committee and local partners to shape strategies and actions aimed at improving local air quality and public health and advancing environmental justice in BVHP/SESF. This is a major achievement and was made possible by years of collaborative work to identify community priorities and develop effective solutions. Next Tuesday, September 22, we will be hosting an Open House to present the draft plan to the public and answer questions. We encourage all community members to read the draft plan and share their comments. There is a specific webpage where the public can provide comments (webpage: comments.baaqmd.gov). The deadline for comments is October 14, 2026.
- The East Oakland Community Steering Committee will reconvene on September 10 for its first meeting since the adoption of *Right to Breathe: Community Air Quality Justice Plan*. This marks the transition to the implementation phase of the project. Details about the plan and meeting can be found on our webpage.
- The Bay Area Air District has awarded \$40 million in Catalyst grants to the City of Benicia and the Benicia Unified School District to fund community-driven projects that improve air quality, protect public health and strengthen community resilience.
- The Air District awarded \$30 million to the City of Benicia to expand clean energy and public EV charging, electrify city buildings and emergency vehicles, improve parks and shoreline access, plant more trees and support new jobs and a stronger local economy.
- The Air District awarded \$10 million to the Benicia Unified School District to replace gas-powered systems in school buildings with electric systems, seal air leaks, improve air filters, plant more trees and greenery for shade and cooling, and create healthier schools for students.

- The Benicia Catalyst grants are funded under the Bay REPAIR, or Reinvesting Penalties for Air Improvement and Resilience program.

Council Comments

The Council and staff discussed the Council's desire for engagement with Air District staff regarding the development process for amendments to Regulation 6, Rules 1 and 6, which aim to reduce fugitive emissions of particulate matter from general sources in the Bay Area.

CONSENT CALENDAR (ITEMS 4 – 6)

4. Approval of the Draft Minutes of the Community Advisory Council Meeting of July 16, 2026

The Community Advisory Council considered approving the Draft Minutes of the Community Advisory Council meeting of July 16, 2026.

5. Community Advisory Council Charter Amendments Vote

The Community Advisory Council considered a vote to recommend to the Board of Directors that the Board adopt amendments to the Community Advisory Council Charter.

6. "No Coal in Oakland" Advocacy Letter

The Community Advisory Council considered sending a letter to the Air District Board of Directors expressing the Council's support for the positions and recommendations contained in an open letter from the advocacy organization "No Coal in Oakland" regarding a proposed coal terminal in Oakland.

Public Comments (Items 4 – 6)

No requests received.

Council Comments (Items 4 – 6)

None.

Council Action (Items 4 – 6)

Council Member Ruano Hernandez made a motion, seconded by Council Member Subedi, to **approve** the Consent Calendar, Items 4 through 6, inclusive; and the motion **carried** by the following vote of the Council:

AYES: Babaria, Brooks, Goodwin, Gordon, Harrison, Messac, Prieto-Diaz, Reyes Mazariegos, Ruano Hernandez, Subedi, Szutu, Tsogtsaikhan, Washington.
NOES: None.
ABSTAIN: Saena.
ABSENT: Fernandez-Arriaga, Sanchez.

Motion Approved.

INFORMATIONAL ITEMS

7. PERMITTING OVERVIEW AND AIR DISTRICT CURRENT MANAGEMENT OF CUMULATIVE IMPACTS (CI)

Ayah Hassan, Principal Air Quality Engineer, gave the staff presentation *Air District Permitting Overview*, including: there's something in the air; Strategic Plan Goal 2: Advance Environmental Justice; outline; permitting overview – Air Quality Management Toolkit, permits help achieve clean air for all, why issue air permits, what requires a permit, what does not require as permit, evolutions informing the permit process, permitting process overview; evaluations in Air District permitting – Regulation 2 (Permitting), components of permitting process, California Environmental Quality Act (CEQA), when is a project exempt from CEQA, source or pollutant-specific rules, example of backup diesel generators, New Source Review (NSR) and Best Available Control Technology (BACT), toxics NSR and Health Risk Assessments (HRA) and example, toxics NSR and Best Available Control Technology for Toxic Air Contaminants (TBACT), NSR and overburdened community definition, public notice; and CI in permitting – core principles and regulatory design & justice, decision-making as a design of choice, summary of CI and considerations in permitting.

Public Comments

Public comments were given by Ann H.; and Joel Ervice, Regional Asthma Management and Prevention; and Todd Osterberg, Chevron.

Council Comments

The Council and staff discussed the number of permit applications that were not approved by the Air District between September 2023 and August 2025; methods by which permitted facilities may comply with Air District regulations and permit conditions; how pollution emission standards differ for facilities operating in disadvantaged communities; the current number of permitted facilities in Alameda County, the number of Air District inspectors assigned to those facilities, and the how often the inspectors verify the conditional permits at those facilities; at what penalty level compliance might become a more effective economic choice for permitted facilities; the perception that the Air District's current permitting framework does not adequately protect the health of residents in disadvantaged and overburdened communities; how risk evaluation is calculated in

HRAs; how air monitoring data that indicates sustained elevated pollutant concentrations in an overburdened community is incorporated into the Air District's permitting decisions; the suggestion of gathering real baseline air quality data, using mobile devices, and then modeling the sources of emissions; the respective roles and responsibilities of the Department of Toxic Substances Control and the Air District, and how the two agencies coordinate their efforts; the manner in which the Air District's Compliance & Enforcement Division is informed of modifications to permitted operations; the Air District's Asbestos Demolition and Renovation Program; the suggestion of strengthening the permitting program to ensure that operations subject to permitting requirements obtain the necessary permits before commencing activities; the desire for more proactive and meaningful community engagement between the Air District and residents of impacted communities; the ways in which the Air District engages with the residents of communities in which permit applicant facilities are located, especially regarding the Air District's public notice procedure; the request that the Air District ensure that the technical information contained in permit applications (and presentations to the Council) are presented in a manner that is accessible and understandable to residents of impacted communities; the manner in which the Air District coordinates with other agencies when a facility closes and contamination remains at the site; whether the Air District presents opportunities to collect feedback from the public during its permit application process; the allowable project cancer risk thresholds across the tiered HRA evaluation system, and examples within each tier; and the perception that Air District staff may not share the lived experiences of residents in impacted communities.

Council Actions

No action taken.

THE COUNCIL RECESSED AT 7:40 P.M., AND RESUMED AT 7:52 P.M.

8. RECOMMENDATIONS TO ADDRESS CUMULATIVE IMPACTS (CI) IN PERMITTING

Dr. Philip Martien, Chair of the (Technical) Advisory Council, gave the presentation *Recommendations to Address Cumulative Impacts in Permitting*, including: (Technical) Advisory Council Currently focused on CI in permitting; seeking guidance and continued collaboration with the Council; goals to guide the recommendations; some actions already taken by the Air District; recommendations – change what counts; recommendations – change what happens when a community is overburdened; recommendation – explore alternate approaches; more approaches to explore; next steps and draft timeline; seeking guidance and continued collaboration with the Council;

Public Comments

Public comments were given by Joel Ervice, Regional Asthma Management and Prevention.

Council Comments

The Council and staff discussed when the (Technical) Advisory Council's focus on CI began; whether the (Technical) Advisory Council works with the California Air Resources Board (CARB) on mobile source data and impacts; the desire for the Air District to share data with the public; the belief that the regulated community often has dedicated resources to participate in regulatory proceedings, whereas residents of impacted communities may have fewer opportunities or resources to engage in those same processes; whether the Board is aware of the Air District permit application approval rate, limitations of inspectors, and rate of penalties; whether the (Technical) Advisory Council provides presentations to the Air District's Permitting Efficiency Task Force; the belief that the Board responds quickly to the desires of industry; the recency of the data used in Healthy Places Index; the suggestion that the Air District develops its own scoring method for CI impacts; how Title VI of the Civil Rights Act of 1964 and California Government Code Section 11135 (two closely-related civil rights laws that prohibit discrimination in programs and activities that receive government funding) are connected to CI; the concern regarding the number of groups within the Air District focusing on CI, the belief that this may create unnecessary complexity, and the desire for a more streamlined and coordinated approach; the desire for a focus on low-level chemical exposure over a period of time; the anticipated timeline of implementation of the (Technical) Advisory Council's recommendations, if approved by the Board in mid-2027; the request that the Air District exercises caution and not rely solely on CalEnviroScreen data, as some neighborhoods may not be fully represented by the methodology; the desire for more climate change material to be included in the (Technical) Advisory Council's recommendations presentation to the Board); the suggestion of establishing density caps for certain permitted operations; the suggestion that the Air District collaborates with local governments on industrial land-use and zoning considerations; the suggestion that the Air District encourages the relocation of harmful operations or that permitted operators pivot to cleaner alternatives; the suggestion that the Air District replaces best available control technologies with lowest achievable emission rate; the suggestion that the Air District requires old equipment within a permitted facility to be retired and not allowed to operate; the suggestion that the Air District requires retrofits or permitted operations and equipment; the suggestion that the Air District phases out/caps high-risk operations over time; the suggestion that the Air District establishes a recognition program for permitted facilities that achieve exemplary environmental performance, such as zero-emission operations or sustained compliance; and the suggestion that the Air District explores partnerships with the Centers for Disease Control and Prevention and other public health agencies to support biomonitoring initiatives in communities disproportionately affected by air pollution.

Council Actions

No action taken.

THE COUNCIL RECESSED AT 7:40 P.M, AND RESUMED AT 7:52 P.M.

OTHER BUSINESS

9. AIR DISTRICT WORKING GROUPS UPDATE

The Council received an update from various Council Members and Air District staff regarding the Air District's Legal Enforcement Working Group, Open Air data dashboard working group, and Permitting Efficiency Taskforce.

Legal Enforcement Policy working group update (Co-Chair Patrick Messac)

- a. Greater transparency around current enforcement performance and outcomes, so communities and decision-makers can better understand how the enforcement system is actually working.
- b. A stronger focus on meaningful deterrence and community protection, including enforcement outcomes that reflect the harm and cumulative burden experienced by affected communities.
- c. Making these changes durable and institutional, rather than dependent on particular staff or leadership.
- d. Legal and Enforcement staff have been working with Co-Chair Messac and representatives from the four AB 617 Community Steering Committee on the new Legal Enforcement Policy, and an accompanying community meetings policy for regular meetings in overburdened communities to discuss local facilities of concern.
- e. The Working Group has produced initial drafts of these policies, which staff will be publishing shortly for a public comment period.
- f. Staff are planning a public meeting to present the policies and discuss them with the members of the four AB 617 Community Steering Committees. That meeting is being planned for late October or early November.
- g. Staff are also looking present the policies to the CAC at the CAC's November meeting.
- h. Staff are also planning to present the policies to the Air District's Board of Directors at the Board's December meeting.
- i. After incorporating all the comments and feedback received, Staff will finalize and publish the final policies.

Permitting Efficiency Taskforce update (Pam Leong, Director of Engineering for Council Member Sanchez)

What the Taskforce is and who is represented

Last September, the Board of Directors directed staff to establish a taskforce to support the transparent implementation of changes to the Air District's permitting processes, rules, and policies, part of the Strategic Plan goal to be effective, accountable, and customer oriented. The Taskforce includes members from industry, manufacturing, local water agencies, construction, labor, an environmental organization, and a Community Advisory Council representative.

Meetings and cadence

The Taskforce has met monthly since January, eight sessions so far, about two hours each. The first five were full meetings that built the foundation. Since June, the sessions have been focused conversations, each organized by a member with a staff co-lead, one topic at a time. Agendas and discussion summaries are posted on the Air District website. The next session is September 24, a week from tonight.

Key topics

The foundation meetings covered how the permitting framework works, the online permitting systems, where applications get stuck, and consistency in how requirements are applied, communication during review, and transparency in tracking where an application stands. The focused conversations have taken on routine permitting, consistency, permit conditions for organic compounds, and potential to emit.

What it is and what it is not

One point worth being precise about. This is a consultative body. It does not make decisions, it does not vote, and the Air District is not bound by its input; it is one input into how staff improve their own process. Any rule change still goes through the full public rulemaking process. Efficiency does not mean faster for its own sake, and it does not mean less rigor: from the first meeting, Dr. Fine's condition has been that any changes must maintain or strengthen public health protections and regulatory stringency. The starting problem is a permit backlog that Dr. Fine has said could take two to three years to work through; the Taskforce helps staff address efficiency. So if you are wondering whether this Council has missed a decision or a vote, the answer is no, because there are none to miss.

How to follow and engage

Agendas and discussion summaries are on the Taskforce webpage, along with an email signup for updates. Each meeting has a public listen-only line, and Council Member Sanchez remains your channel to the Taskforce for questions. One more thing. The first meeting of the new year will center on community and environmental priorities in permitting, shaped with this Council's input. As that meeting begins taking shape, Council Member Sanchez will come back to this Council for input.

Open Air Dashboard Working Group Update (Council Member Cynthia Prieto-Diaz and Joy Chen, Enterprise Technology Solutions Manager).

Mobile Complaint Intake and Open Air Data Portal slides presented: key features; report air quality concerns; submit a quick report; notification received; file a detailed complaint; confirm the location and submit; why Open Air; what we built together; download permits to operate; download information about your neighborhood; relevant facility information; compliance history; permitting information; Open Air timeline; and special thanks.

Council Comments Pertaining to Open Air Dashboard

The Council and staff discussed whether Open Air can be made into a tiered system; when the Council may have access to data from this dashboard; the desire for the Air

District to inform the community of the risks that they may be exposed to (health-impact communication); how users may store the data on their smart phones; the desire for the ability of the Council Members to upload videos pertaining to complaints and interact with complaints; the Air District's definition of "customers" in its Strategic Plan Goal #4 (Be Effective, Accountable, & Customer-Oriented); whether this dashboard can be used to communicate with the public (issue warnings, alerts, and public notices); and the suggestion for a ticketing system that would guarantee follow up communication with staff.

10. COMMUNITY ADVISORY COUNCIL CO-CHAIRS AND ADMINISTRATIVE UPDATE

The Council received an update from Co-Chair Goodwin regarding Council planning and administrative matters.

October Retreat CAC presentation planning

- On October 29 we have our full-day special meeting, the CAC Retreat in Petaluma.
- We sent an email out to the CAC on 8/25 inviting council members to be part of the afternoon session, focusing on local environmental justice issues in your regions.
- The purpose of this agenda item is to hear from individual CAC members about what the air pollution priorities are in your area and what type of community engagement is happening.
- CAC members can then share ideas and resources, along with any Board members in attendance, for how to approach and support these EJ actions and priorities.
- We'll now go around the room and have each council member answer the following questions that were sent in the email:
- Do you plan to present for 5-10 mins as part of the afternoon session on Local EJ Priorities?
- If Yes, would you be using slides and/or have handouts (or would it just be a verbal update)?
- For any materials (slides, handouts), we need to submit final versions for executive review by Oct 1
- A slide template was sent out on Sept 9 for council members to use
- The draft slides are due for staff and Co-Chair review on September 22
- What general air pollution topics would you be covering in your local update?
- Do you have any specific questions you would like to include in the facilitated questions for the dialogue with Board members following this agenda item's presentations on local environmental justice priorities?
- Will you have a smartphone or laptop at the Retreat to participate in an online evaluation in real-time (i.e. Mentimeter)?

CAC Recommendations on CAC-Board Collaboration moving to the Board

- Another update is that the CAC Recommendations and staff responses for how to increase CAC-Board Collaboration are coming to the October 7 Board Meeting for consideration, presented by Anyania Muse.

CAC \$1,000 projects application process reminder

- Another update is a reminder that an email went out on 7/22 announcing the Fiscal Year 26-27 opportunity for CAC members to apply for a \$1,000 project. The Co-Chairs and staff are accepting applications for these special projects on a rolling basis through early 2027 without a specific deadline.
- The funds are to pay for a council member's time (stipend reimbursement) on:
- Time spent coordinating pre-approved outreach or events in your community
- Time spent developing or reviewing approved, project-related documents
- Time spent participating in CAC, Air District, or community special projects (beyond preparing for, presenting at, and attending CAC, Board, CEHJ, and Ad Hoc meetings)
- Time spent in attendance at EJ conferences (*Note: Reimbursement for conference time and travel expenses require Board of Directors' approval.*)

11. GOVERNANCE AD HOC COMMITTEE UPDATE

The Council received an update from Council Member Ruano Hernandez regarding the work of the Governance Ad Hoc Committee.

- Thank you to all members of the Council for engaging in these amendments and in moving this item forward for the CAC to have an updated Charter.
- The Governance Ad Hoc Committee worked diligently to address your concerns and create a CAC Charter that addresses the concerns that have been expressed over the years.
- This item will now go to the October 14th CEHJ Committee meeting.
- The presentation will highlight Charter updates to the CAC member terms, geographical representation, requests for Board-CAC collaboration, and more.
- Staff will send an email informing the CAC of the results of the CEHJ meeting.

12. ACTION PLAN AD HOC COMMITTEE UPDATE

The Community Advisory Council received the following update from Council Member Tsogtsaikhan, Ad Hoc Committee Representative on the work of the Action Plan Ad Hoc Committee.

We've built the infrastructure to track our work, we're finalizing the protocols to keep that work moving, and we have two specific items waiting on the Air District plus one new case study that needs to get launched. Our job isn't to write another plan; it's to turn existing CAC commitments into work we can actually track and move. Everything I'm about to share maps back to that goal.

Done: CAC Accountability Tracker

First, what's complete. We took the task tracker shared by the CAC Staff and modified it into the CAC Accountability Tracker. This is now the single source of truth for every request coming from CAC meetings, ad hocs, working groups, or public comment. It tracks who owns each item, the status, expected response dates, and completion. While CAC Staff had been maintaining a tracker internally, Council members previously lacked direct access to it. Requests often sat in individual email inboxes, meaning there was no centralized visibility into all active requests or their progress. Now that Staff has shared their tool with us—and we have added columns for better categorization and a checkmark to verify resolution by the requester—every Council member can see the full picture. This ensures that accountability survives personnel changes and directly supports Priority 4 (Data and Transparency) by giving us a clear way to know whether Air District commitments are actually being implemented, not just promised.

In Progress: Operational Protocol

Second, what's in flight. CAC staff is currently incorporating the draft Operational Protocol that our committee created into the final document governing the relationship between CAC staff and council members. Think of the tracker as the what—it tells us what is open. The protocol is the how—it codifies how requests flow through intake, logging, routing, follow-up cadences, and escalation paths. It defines how commitments get verified as complete. This matters because right now, continuity depends on individual relationships. If a key liaison transitions, the communication chain breaks. This protocol makes the process independent of any single person. We are targeting completion by the end of the year.

New Launch: Permitting Ad Hoc – Data Center Case (2 minutes)

Finally, the newest item. We are planning to launch the Permitting & Community Protection Case Study Ad Hoc. Our first case study is the Pittsburgh data center diesel generator complaint.

Two items presented here came directly from our Action Plan Ad Hoc work:

1. CI: There are 37 proposed backup diesel generators at this site that haven't been permitted yet. The core issue is how they will be permitted. Similar machines are often permitted individually rather than grouped together. Each permit looks fine on its own, but stacked together, the neighborhood faces a CI that no single application suggests.
2. Diesel Backup Generators: This started with data centers at a high level. The community concern is specific: without assessing these cumulatively, we miss the real environmental burden on fenceline communities.

The Ad Hoc will use this case to develop recommendations for the Board's Permitting Task Force on how complaint history, CI, and community knowledge should factor into permit review. The goal isn't just to fix one data center's permitting; it's to identify the systemic gap so the same problem doesn't recur at the next facility. This is Priority 3 in action—permitting grounded in a real community case, not an abstract policy paper.

To wrap up, I need three things from this group:

One—if you have input on the Operational Protocol draft, please get it to CAC staff before the end of the month so we stay on track for December.

Two—for the Permitting Ad Hoc, if you know other communities facing similar fragmented-permitting issues, flag them. We want the case selection to reflect real patterns across the Air District, not just one site.

Three—keep an eye out for how those 37 Pittsburgh generators are handled in the permitting queue, as that will be our primary test case for CI assessment.

13. COUNCIL MEMBER COMMENTS

Co-Chair Washington expressed her desire for constructive dialogue, professionalism, respectful engagement, and mutual respect demonstrated by Air District staff and the Council, particularly during difficult conversations.

Council Member Ruano Hernandez announced that the Marie Harrison Community Foundation will be hosting the BaySpark 2026: Youth Climate and Environmental Justice Summit on Saturday, September 19, 2026, from 10am-3pm at the Southeast Community Center in San Francisco. The event will focus on pressing environmental issues in the Bay Area and how youth can lead the way to a healthier future.

Co-Chair Messac thanked former Council Member Dominick Ramirez for his service on the Council. Co-Chair Messac encouraged Council members to remain engaged throughout their terms, emphasizing that their continued service can help drive meaningful improvements in air quality.

Council Member Saena thanked Air District staff (specifically the Meteorology and Measurement Division) for their assistance in gathering and analyzing data from San Mateo County, the Peninsula, and South Bay and sending data points back into the community in meaningful ways that the public can understand. She also announced the Fifth Annual San Mateo County Climate Summit, to be held on Saturday, October 24, 2026, from 8:00 AM to 6:00 PM at the College of San Mateo, Bayview Dining Room.

Council Member Ms. Margaret Gordon announced that she was invited by the Natural Resources Defense Council to testify in support of Assembly Bill 40 (Bonta), frequently referred to as the Community First Coal Review Act, which mandates an updated Environmental Impact Report for large-scale coal terminals like the controversial one proposed for West Oakland.

14. TIME AND PLACE OF NEXT MEETING

Thursday, October 29, 2026, at 10:00 a.m. The meeting will be held in-person at the Sheraton Sonoma 745 Baywood Drive, Petaluma, CA 94954, Great Blue Heron Room.

Members of the Community Advisory Council and the public may attend in-person locations, and members of the public may also attend virtually via webcast.

Adjournment

The meeting was adjourned at 10:07 p.m.

Attachments

- #4 – Approval of the Draft Minutes of the Community Advisory Council Meeting of July 16, 2026
- #5 – Community Advisory Council Charter Amendments Vote
- #6 – "No Coal in Oakland" Advocacy Letter
- #7 – Permitting Overview and Air District Current Management of Cumulative Impacts
- #8 – Recommendations to Address Cumulative Impacts in Permitting



Dear Board of Directors | Bay Area Air District,

The Bay Area Air District Community Advisory Council (CAC) writes to you to express our sincere support for the attached “Open Letter to the Bay Area Air District” (<https://nocoal.org/BAADLetter/>) endorsed by more than sixty (60) organizations and thousands of individuals across the Bay Area, who live and work in the Bay Area Air District, urging “the Air District to fully exercise its permitting, regulatory, and enforcement authority to prevent increased fine particulate matter (PM 2.5) emissions from coal transport through the planned Oakland Bulk and Oversized Terminal (OBOT).”

The Letter from the [No Coal in Oakland Coalition](#) references a peer-reviewed study which found “*significant increases in PM 2.5 due to passing coal-carrying trains.*” And concluded that the “*shipment of coal by train [...] represents a **significant** public health hazard.*” These impacts would extend along the rail corridor from Martinez to Oakland and across Alameda and Contra Costa Counties, with disproportionate impacts on already overburdened communities including West Oakland, Richmond, North Richmond, and San Pablo. As the letter points out, “residents and workers (within the Bay Air District) rely on the full range of the Air District’s expertise and authority to protect our health and safety. The letter offers **seven suggested actions from community members.**

The CAC recognizes the continuous work of the Air District and the Board of Directors to protect public health, air quality, and the global climate. Which is why we encourage the Air District and Board of Directors to strongly consider adopting these seven (7) community recommendations.

Thank You.

The Community Advisory Council

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: October 7, 2026

Re: Hearing Board Member Appointments

RECOMMENDED ACTION

Appoint and reappoint members to the Air District's Hearing Board for one vacant position and four positions with terms expiring on October 4, 2026 & November 1, 2026, as follows:

- Alternate Member vacancy in the medical professional category (vacancy)
- Principal Member in the Professional Engineer category (term expires October 4, 2026)
- Alternate Member in the Professional Engineer category (term expires October 4, 2026)
- Principal Member B in the Public category (term expires November 1, 2026)
- Alternate Member B in the Public category (term expires November 1, 2026)

BACKGROUND

The Air District's Hearing Board is a designated hearing panel to review certain permit appeals, variance requests, and abatement matters under the California Health and Safety Code 40801 Membership:

A hearing board shall consist of:

- a. One member admitted to the practice of law in this state.
- b. One member who is a professional engineer registered as such pursuant to the Professional Engineers Act (Chapter 7 (commencing with Section 6700) of Division 3 of the business and Professional Code).
- c. One member from the medical profession whose specialized skills, training, or interests are in the fields of environmental medicine, community medicine, or occupational/toxicologic medicine.
- d. Two public members.

DISCUSSION

Five Hearing Board positions are before the Board of Directors for action: four current members seeking reappointment and one vacant Alternate Medical Member seat.

- Rajiv Dabir, Principal Member in the Professional Engineer category, current term expires October 4, 2026.
- Jeffery Maddox, Alternate Member in the Professional Engineer category, current term expires October 4, 2026.
- Barbara Toole O'Neil, Principal Member B in the Public category, current term expires November 1, 2026.
- Danny Cullenward, Alternate Member B in the Public category, current term expires November 1, 2026.

The four current members listed above have applied to continue serving for another term. Staff recommends that the Board of Directors reappoint them because each currently serves in the position and has requested reappointment and has demonstrated valuable experience, strong knowledge, and consistent attendance.

To fill the vacant Alternate Medical Member seat, Air District staff conducted a six-week recruitment that included outreach and advertisements on 12 job boards, emphasizing diversity, volunteer service, medical professions, and attorney professions. The Air District received nine applications.

The Finance and Administration Committee formed an Ad Hoc Committee (Ad Hoc Committee) to review applications and determine the application review process. On August 12, 2026, staff met with the Ad Hoc Committee to discuss the application review process and receive feedback.

For the Professional Engineer and Public member seats, the Ad Hoc Committee recommends reappointment of these members. For the Medical category vacancy, staff and the Ad Hoc Committee recommend that the Board of Directors conduct one interview for the Alternate Medical Member position.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Joseph Huynh & Kiyana Woods
Reviewed by: Hyacinth Hinojosa

ATTACHMENT(S):

1. Hearing Board Packet
2. Hearing Board Member Appointments Presentation



HEARING BOARD INTERVIEWS

Board of Directors

October 7, 2026

HEARING BOARD INTERVIEW BINDER TABLE OF CONTENTS

October 7, 2026

- Hearing Board Vacancy Announcement
- Hearing Board Member Roster/Attendance Sheet
- Interviewing Applicants' Application Materials, Interview Questions and Evaluation Forms & Reappointed Members:

Medical (Alternate) Category

Kioni Williams – Mountain View, 94040
Alternate

Public B (Principal/Alternate) Category

Barbara Toole O' Neil – Pacifica, 94044
Principal - Reapplied

Danny Cullenward – San Francisco, 94112
Principal/Alternate - Reapplied

Professional Engineering (Principal/Alternate) Category

Jeffery Maddox – Walnut Creek, 94596
Principal - Reapplied

Rajiv Dabir – El Sobrante, 94803
Principal/Alternate - Reapplied



Bay Area Air District Hearing Board Member 2026

SALARY	See Position Description	LOCATION	375 Beale St # 600, San Francisco, CA
JOB TYPE	Volunteer/Stipend	JOB NUMBER	KW-2025-HearingBoard
DEPARTMENT	Board of Director's Councils or Boards	DIVISION	Hearing Board
OPENING DATE	01/20/2026	CLOSING DATE	3/16/2026 5:00 PM Pacific

Description



Join an agency committed to creating a healthy breathing environment for every Bay Area resident while protecting and improving public health, air quality, and the global climate!

About the Position

The Air District is currently accepting applications for the position of Hearing Board Member. **This is an open recruitment for five (5) Hearing Board Member, volunteer position.**

The Hearing Board is established by state law and consists of five members and their alternates - an attorney, a professional engineer, a member from the medical profession and two members of the public.

The Air District is currently recruiting for the following five (5) Hearing Board seats:

- Alternate member in the Medical category
- Principal member in the Professional Engineer category (*Must have PE certification upon applying*)
- Alternate member in the Professional Engineer category (*Must have PE certification upon applying*)
- Principal member in the Public category
- Alternate member in the Public category

These are volunteer positions. There is no salary. Members of the Hearing Board receive a stipend of \$400 per meeting day, plus travel expenses, if applicable. Hearing Board members serve a term of three years and may be reappointed to a maximum of fifteen consecutive years. The Hearing Board can meet as often as 1-3 times a week depending on the volume of cases filed, usually on Tuesdays, at the Air District's office at 375 Beale Street, San Francisco, CA 94105. Members of the Hearing Board are expected to be in person for scheduled meetings.

About the Air District

Bay Area Air District is a regional government agency, committed to achieving clean air to protect the public's health and the environment. The Air District accomplishes this goal through regulation of industrial facilities and various outreach and incentive programs designed to encourage clean air choices. The Air District's jurisdiction encompasses all of seven

counties - Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara and Napa, and portions of two others - southwestern Solano and southern Sonoma.

At the Air District, we take pride in our commitment to fostering a workplace that values diversity and promotes cultural awareness. We prioritize employee engagement by providing a collaborative and inclusive environment that encourages active participation and open dialogue. Additionally, we believe in pay equity and strive to create an equitable compensation structure. With a strong emphasis on work-life balance, we understand the importance of supporting our employees' well-being both inside and outside the workplace. Join us in a dynamic and inclusive culture where your contributions are celebrated and your growth is nurtured.

The Air District recognizes and values the contributions of every employee and works to sustain an environment where everyone is respected. We incorporate the principles of diversity, equity and inclusion within our decision-making strategies, policies, procedures, regulations, funding initiatives, public outreach, planning, and hiring.

To learn more, visit www.baaqmd.gov.

Examples of Duties for this Position

Prominent Duties

The Hearing Board is a quasi-judicial body that rules on particular cases that affect only individual facilities. It is authorized to hear requests for variance relief, permit revocation, abatement orders, and appeals by permit applicants, or by interested third parties, concerning the issuance or denial of permits.

Minimum Qualifications

The applicants for the Hearing Board are evaluated based on their qualifications to serve as representatives for their profession, field of endeavor, or the community, as the case may be.

How to Apply & Selection Criteria

Application Instructions

Interested individuals must submit a completed Air District application and responses to the supplemental questionnaire by 5:00 p.m. on March 6th, 2026. Applications must be submitted online; please visit our website at www.baaqmd.gov/jobs to apply. Postmarked, faxed, and e-mailed applications will not be accepted.

Selection Process

Submit the following:

- 1) A completed BAAQMD Hearing Board application, along with;
- 2) A chronological resume

Tentative Interview Timeline

Interviews will be held for the month of June- July, please note they are subjected to change. **Interviews are held during the Air District's Board of Directors' Finance and Administration Committee Meeting. If you are selected for an interview, our staff will contact you to request your presence at this meeting/interview.**

Americans with Disabilities Act Accommodations

Persons with disabilities who may require reasonable accommodations during the application and/or selection process should notify the Human Resources Division at (415) 749-4980.

Equal Employment Opportunity

The 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 the programs or activities it administers.

<https://www.youtube.com/embed/blwt9DmcYNk?t=2s&wmode=opaque&rel=0>

Employer

Bay Area Air District

Address

375 Beale Street Suite 600

San Francisco, California, 94105

Phone

415-749-4980

Website

<http://www.baaqmd.gov>

Hearing Board Member 2026 Supplemental Questionnaire

*QUESTION 1

Which category are you interested in?

- ☐ Medical
- ☐ Engineering
- ☐ Public

*QUESTION 2

Please indicate if you are applying for the Principal Member position, the Alternate Member position, or both:

- ☐ Principal Member
- ☐ Alternate Member
- ☐ Both

*QUESTION 3

Please describe any experience or education that directly relates to air quality. Also describe any experience on Boards or Commissions, or in other similar settings where you have interacted with regulated entities and the public in a formal public proceeding.

*QUESTION 4

The Hearing Board's workload varies, but it can meet as often as two or three times a month in person, almost always on Tuesdays. Meetings are often completed within three hours, but sometimes they can run all day. In addition, Hearing Board members may spend two hours or more reviewing materials in advance of a hearing. Given this schedule, do you believe that you have sufficient time to devote to the Hearing Board activities?

*QUESTION 5

Please list professional, trade, or business associations held which relate to the Hearing Board category for which you are applying.

***QUESTION 6**

Please list relevant accomplishments, publications, or awards.

***QUESTION 7**

Is there anything in your personal or professional background that would conflict with serving on the Hearing Board? For example, do you have client relationship with a facility permitted by the Air District? Or do you have a relationship with an air quality advocacy organization that could potentially bring a case to the Hearing Board?

***QUESTION 8**

What interests you the most about the opportunity to serve on the Air District's Hearing Board?

* Required Question

Current Hearing Board Roster and Vacancy Status

As of June 2026

Attorney Category

Principal Member	Valerie Armento, Chair	Santa Clara County	Current term expires 4/2/28	Served 10 years, 10 months
Alternate Member	Stephanie Oxley	Contra Costa County	Current term expires 5/7/28	Served 1 year, 1 month

Medical Category

Principal Member	Peter Chiu	Santa Clara County	Current term expires 4/2/28	Served 13 years, 2 months
Alternate Member	Vacant		Vacant	

Professional Engineer Category

Principal Member	Rajiv Dabir	Contra Costa County	Current term expires 10/4/26	Served 2 years, 8 months
Alternate Member	Jeff Maddox	Contra Costa County	Current term expires 10/4/26	Served 2 years, 8 months

Public Category

Principal Member A	Amelia Timbers	Contra Costa County	Current term expires 4/2/28	Served 4 years, 2 months
Alternate Member A	Wayne Farrens	Alameda County	Current term expires 5/7/28	Served 1 year, 1 month
Principal Member B	Barbara Toole O'Neil, Vice Chair	San Mateo County	Current term expires 11/1/26	Served 9 years, 1 month
Alternate Member B	Danny Cullenward	San Francisco County	Current term expires 11/1/26	8y, 10m (Principal for 3 years, previously)

Staff Recommendations

- Reappoint both Professional Engineers: Rajiv Dabir & Jeffery Maddox
- Reappoint both Public Members: Barbara Toole O'Neil & Danny Cullenward

Hearing Board Attendance (Current Members Only) submitted 6/15/26

Hearing Date	PRINCIPALS					ALTERNATES			
	V. Armento (Chair) Attorney Category	B. Toole O'Neil (Vice Chair) Member A, Public Category	A. Timbers Member B, Public Category	P. Chiu Medical Category	R. Dabir PE Category	D. Cullenward Member A, Public Category	J. Maddox PE Category	S. Oxley Attorney Category	W. Farrens Member B, Public Category
2024									
1/23/2024	X	Not present	X	RECUSED	X	X	X		
2/6/2024	X	Not present	X	RECUSED	X	X	Not present		
2/27/2024	X	X	X	Not present	Not present	X	X		
4/16/2024	X	X	X	X	X	Not present	X		
6/25/2024	X	X	X	X	X	Not present	Not present		
7/30/2024	X	X	X	Not present	Not present	Not present	X		
9/10/2024	X	X	X	X	Not present	Not present	X		
9/17/2024	X	X	X	X	X	X	Not present		
10/8/2024	X	X	Not present	X	X	Not present			
10/29/2024	X	X	X	X	Not present	Not present	Not present		
2025									
2/18/2025	X	X	X	X	Not present	X	X		
5/27/2025	X	Not present	X	X	X	Not present	Not present	X	X
7/15/2025	X	X	Not present	X	X	Not present	Not present	X	X
8/5/2025	X	X	Not present	X	X	X	Not present	X	X
9/9/2025	X	X	X	X	Not present	Not present	X	Not present	Not present
11/18/2025	Not present	X	Not present	RECUSED	Not present	X	X	RECUSED	X
2026									
3/24/2026	Not present	X	X	X	X	Not present	Not present	Not present	X
4/7/2026	X	X	X	X	X	X	Not present	Not present	Not present
5/19/2026	X	X	Not present	X	X	X	Not present	X	X

"X" means "present"

Gray indicates that the member was not yet appointed to the Hearing Board

Recruitment Needs and Applicant Matrix

Hearing Board Recruitment Needs		
Attorney Category		
Principal Member	Valerie Armento, Chair	Current term expires 4/2/28
Alternate Member	Stephanie Oxley	Current term expires 5/7/28
Medical Category		
Principal Member	Peter Chiu	Current term expires 4/2/28
Alternate Member	Vacant	Vacant
Professional Engineer Category		
Principal Member	Rajiv Dabir (Reapplied)	Current term expires 10/4/26
Alternate Member	Jeff Maddox (Reapplied)	Current term expires 10/4/26
Public Category		
Principal Member A	Amelia Timbers	Current term expires 4/2/28
Alternate Member A	Wayne Farrens	Current term expires 5/7/28
Principal Member B	Barbara Toole O'Neil, (Reapplied) Vice Chair	Current term expires 11/1/26
Alternate Member B	Danny Cullenward (Reapplied)	Current term expires 11/1/26

Applicant and Position of Interest						
	Name	Medical - Alternate	Public - Principal	Public - Alternate	Engineering – Principal	Engineering - Alternate
1	Rajiv Dabir (Reapplied)				X	X
2	Jeffery Maddox (Reapplied)				X	
3	Barbara Toole (Reapplied)		X			
4	Danny Cullenward (Reapplied)		X			
5	Kioni Williams	X				
6	Isreal Leon		X	X		
7	John Powell		X	X		
8	Lydia Luckey		X	X		
9	Matthew Yankee		X	X		
10	Richard Lee		X	X		

EMPLOYMENT APPLICATION		
 Bay Area Air District	BAY AREA AIR DISTRICT 375 Beale Street Suite 600 San Francisco, California 94105 415-749-4980 http://www.baaqmd.gov Williams, Kioni KW-2025-HEARINGBOARD HEARING BOARD MEMBER 2026	Received: 3/11/26 06:33 PM For Official Use Only: QUAL: _____ DNQ: _____ ☐ Experience ☐ Training ☐ Other: _____
PERSONAL INFORMATION		
POSITION TITLE: HEARING BOARD MEMBER 2026	EXAM ID#: KW-2025-HEARINGBOARD	
NAME: (Last, First, Middle) Williams, Kioni	SOCIAL SECURITY NUMBER: [REDACTED]	
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]	EMAIL ADDRESS: [REDACTED]	
HOME PHONE: [REDACTED]	ALTERNATE PHONE: [REDACTED]	NOTIFICATION PREFERENCE: Email
LEGAL RIGHT TO WORK IN THE UNITED STATES? ☒ Yes ☐ No		
What is your highest level of education? Bachelor's Degree		
PREFERENCES		
MINIMUM COMPENSATION: \$93,000.00 per year	ARE YOU WILLING TO RELOCATE? ☐ Yes ☐ No ☒ Maybe	
WHAT TYPE OF JOB ARE YOU LOOKING FOR? Temporary, Seasonal, Internship		
TYPES OF WORK YOU WILL ACCEPT: Part Time, Per Diem		
SHIFTS YOU WILL ACCEPT: Evening, Night, Weekends		
EDUCATION		
DATES:	SCHOOL NAME: San Jose State University	
LOCATION: (City, State/Province) San Jose, California	DEGREE RECEIVED: Bachelor's	
MAJOR: Bachelor of Arts		
WORK EXPERIENCE		
DATES: From: 5/2018 To: Present	EMPLOYER: Roots Community Health Center	POSITION TITLE: Senior Program and Navigation Services Manager
ADDRESS: (Street, City, State/Province, Zip/Postal Code) San Jose, California		
HOURS PER WEEK: 40		
DUTIES: Roots Community Health Center - Roots Community Health Center focuses on uplifting communities impacted by systemic inequities and poverty through medical and behavioral health care, workforce enterprises, housing, outreach, and advocacy. ----- * Strategic Oversight: Manage large-scale programs, ensuring alignment with organizational objectives, overseeing timelines, and mitigating risks to achieve program goals. * Program Development: Lead program-building initiatives, including developing processes, creating training materials, and implementing strategies to expand services. * Team Leadership: Hire, train, and manage staff, oversee payroll and time-off requests, and ensure team efficiency. * Collaboration & Outreach: Act as a liaison between multiple programs, represent the organization in community board meetings, and deliver outreach presentations to external agencies. * Data Management: Oversee team calendars, track program metrics, and generate comprehensive reports for internal and external stakeholders. Additional Roles at Roots Community Health Center: * Navigator Coordinator: * Built and managed processes for programs like SCFHP and ECM. * Trained new staff and designed training materials. * Maintained daily reports and collaborated on community board initiatives. * Health Navigator: * Managed caseloads of 20+ members with chronic conditions. * Delivered trauma-informed services, life coaching, and care coordination. * Researched and provided community resources, developed action plans, and educated clients on navigating societal barriers.		

DATES: From: 11/2016 To: 5/2018	EMPLOYER: Unity Care Group	POSITION TITLE: Care Coordinator
ADDRESS: (Street, City, State/Province, Zip/Postal Code) San Jose, California		
HOURS PER WEEK: 40		
DUTIES: Unity Care supports youth transitioning out of foster care by providing housing and supportive services for self-sufficiency. ----- * Advocated for children and families within the child-welfare system, ensuring individualized service plans met their needs. * Coordinated and implemented integrated family-centered service plans. * Worked directly with youth and families to align services with Wraparound Values and program goals.		
DATES: From: 2/2016 To: 9/2016	EMPLOYER: Bay Club	POSITION TITLE: Co-Director
ADDRESS: (Street, City, State/Province, Zip/Postal Code) redwood city , California		
HOURS PER WEEK: 40		
DUTIES: * Directed all summer programs and day camps, overseeing operations and ensuring program quality. * Managed a team of 15 employees, including scheduling and payroll. * Streamlined campus activities to improve program efficiency and participant engagement.		
DATES: From: 2/2006 To: 9/2016	EMPLOYER: Action Day Primary Plus & West Valley Middle School	POSITION TITLE: Student Activities Coordinator
ADDRESS: (Street, City, State/Province, Zip/Postal Code) San Jose, California		
HOURS PER WEEK: 40		
DUTIES: * Organized school-wide events, including field trips and social activities. * Acted as a liaison with external student government agencies and implemented community service opportunities for grades 6-8.		

CERTIFICATES AND LICENSES

Nothing Entered For This Section

Skills

Nothing Entered For This Section

ADDITIONAL INFORMATION

Nothing Entered For This Section

REFERENCES

REFERENCE TYPE: Professional	NAME: Alfredo Vergara-Labo	POSITION: Internal Consultant
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]
REFERENCE TYPE: Professional	NAME: Nicole Stokes	POSITION: Navigation Manager
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]
REFERENCE TYPE: Personal	NAME: Phoebe Keene	POSITION:
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]

Agency-Wide Questions

1. **How did you find out about this position?**
Other
2. **If other, please tell us where.**
A co-worker recommended this position for me
3. **Are you currently legally authorized to work in the United States on a full-time basis?**
Yes
4. **Do you now, or will you in the future, require sponsorship for employment visa status (e.g., H-1B visa status)?**
No
5. **Are you related to any Air District employee or Board member?**
No
6. **If related to a Air District employee or Board member, what is their name and their relationship to you?**
NA
7. **Are you a current or former employee of the Air District?**
No
8. **Have you ever submitted an application to the Air District in the past?**
No

Job Specific Supplemental Questions

1. Which category are you interested in?

Medical

2. Please indicate if you are applying for the Principal Member position, the Alternate Member position, or both:

Both

3. Please describe any experience or education that directly relates to air quality. Also describe any experience on Boards or Commissions, or in other similar settings where you have interacted with regulated entities and the public in a formal public proceeding.

Through initiatives such as asthma remediation and complex care management, I work with multidisciplinary teams to address environmental factors that contribute to respiratory illness and chronic disease. This work includes supporting community members who experience asthma exacerbations related to housing conditions, outdoor air pollution, and environmental triggers. My role involves coordinating with healthcare providers, public health agencies, and community partners to ensure members receive appropriate interventions, including environmental assessments, mitigation resources, and health education related to air quality and respiratory health.

4. The Hearing Board's workload varies, but it can meet as often as two or three times a month in person, almost always on Tuesdays. Meetings are often completed within three hours, but sometimes they can run all day. In addition, Hearing Board members may spend two hours or more reviewing materials in advance of a hearing. Given this schedule, do you believe that you have sufficient time to devote to the Hearing Board activities?

Yes, I believe I have sufficient time to devote to the Hearing Board's activities. In my current role as Senior Program and Navigation Services Manager at Roots Community Health, I regularly manage multiple programs, cross-sector partnerships, and scheduled meetings that require preparation and participation. My position requires strong time-management, planning, and prioritization skills, and I am accustomed to reviewing materials in advance of meetings and participating in structured discussions that support informed decision-making.

5. Please list professional, trade, or business associations held which relate to the Hearing Board category for which you are applying.

****Response:**** While I am not currently a member of a specific professional or trade association dedicated solely to air quality regulation, my professional work is closely aligned with organizations and collaborative networks focused on ****public health, environmental health, and community-based service delivery****. In my role as ****Senior Program and Navigation Services Manager at Roots Community Health****, I regularly collaborate with managed care organizations, public health agencies, and community coalitions that address environmental health issues, including air quality and its impact on chronic respiratory conditions such as asthma. Through this work, I participate in multidisciplinary forums and cross-sector partnerships focused on improving health outcomes for communities disproportionately affected by environmental hazards. My professional engagement includes participation in ****community health collaboratives, public health initiatives, and managed care partnerships**** that address environmental determinants of health. These collaborations require regular interaction with healthcare providers, public agencies, and community stakeholders to discuss policy, service delivery, and data-driven approaches to addressing health disparities, including those linked to environmental conditions. Although my formal association memberships are rooted primarily in ****community health and public health service networks****, the work I do within these collaborations directly intersects with air quality concerns and environmental health policy. My experience provides a strong foundation for understanding how regulatory decisions related to air quality affect community health outcomes, particularly in historically underserved populations.

6. Please list relevant accomplishments, publications, or awards.

Currently myself and team were featured in a New York Times article focused on our Justice Involved re-entry program. Publication has not yet printed.

7. Is there anything in your personal or professional background that would conflict with serving on the Hearing Board? For example, do you have client relationship with a facility permitted by the Air District? Or do you have a relationship with an air quality advocacy organization that could potentially bring a case to the Hearing Board?

****Response:**** No, there is nothing in my personal or professional background that would conflict with serving on the Hearing Board. I do not have any client relationships with facilities permitted by the Air District, nor do I have affiliations with air quality advocacy organizations that could bring cases before the Hearing Board. In my professional role as ****Senior Program and Navigation Services Manager at Roots Community Health****, my work focuses on community health program management, care coordination, and addressing social determinants of health for underserved populations. While some of the health conditions we address—such as asthma and respiratory illness—can be impacted by environmental factors like air quality, my role does not involve regulatory oversight, legal advocacy, or representation of entities that would appear before the Hearing Board. I understand the importance of maintaining impartiality and avoiding conflicts of interest in quasi-judicial settings such as the Hearing Board. If appointed, I would fully adhere to all applicable conflict-of-interest and ethics requirements and would disclose and recuse myself from any matter where a potential conflict could arise.

8. What interests you the most about the opportunity to serve on the Air District's Hearing Board?

****Response:**** What interests me most about the opportunity to serve on the Air District's Hearing Board is the ability to contribute to decisions that directly impact public health, environmental protection, and community well-being. Throughout my career in community health, I have worked closely with populations that experience disproportionate exposure to environmental health risks, including poor air quality and its effects on respiratory conditions such as asthma. In my role as ****Senior Program and Navigation Services Manager at Roots Community Health****, I see firsthand how environmental factors influence health outcomes, particularly in historically underserved communities. Air quality is not only an environmental issue—it is also a critical public health issue. The opportunity to help ensure that regulatory processes are fair, thoughtful, and grounded in both scientific and community considerations is very meaningful to me. I am particularly interested in the Hearing Board's role in balancing regulatory compliance with practical solutions that protect both community health and responsible operations. Serving in this capacity would allow me to bring a community health perspective to the decision-making process while also learning more about the regulatory framework that governs air quality protections in our region. More broadly, I view service on the Hearing Board as an opportunity to support transparency, accountability, and equity in environmental decision-making. I would be honored to contribute my professional experience, community perspective, and commitment to public service to the Board's work.

The following terms were accepted by the applicant upon submitting the online application:

By clicking on the 'Accept' button, I hereby certify that every statement I have made in this application is true and complete to the best of my knowledge. I understand that any false or incomplete answer may be grounds for not employing me or for dismissing me after I begin work. I understand that I will have to produce documentation verifying identity and employment eligibility in the U.S. I understand that I may be required to verify any and all information given on this application. I understand that this completed application is the property of the Air District and will not be returned. I understand the the Air District may contact prior employers and other references. I understand that I must notify the Human Resources Office at (415) 749-4980 of any changes in my name, address, or phone number.

This application was submitted by Kioni Williams on 03/11/26 06:33 PM

**HEARING BOARD MEDICAL PROFESSIONAL
INTERVIEW QUESTIONS
SEPTEMBER 16, 2026**

1. You have applied for the Medical Professional category on the Hearing Board. Please summarize your educational background and work experience, particularly emphasizing any knowledge or exposure to air quality matters. How would you leverage this expertise to contribute to the Hearing Board's case reviews and decisions?
2. Describe any prior experiences you've had serving on Boards, Commissions, or in similar capacities where you may have engaged with regulated entities or the public during formal proceedings.
3. What interests you the most about the opportunity to serve in the medical professional position on the Air District's Hearing Board?
4. Do you have any personal or professional affiliations or relationships, such as with facilities overseen by the Air District or air quality advocacy groups, that might present a conflict of interest or perceived bias in your role on the Hearing Board?
5. The Hearing Board's workload varies, but it can meet as often as two or three times a month, almost always on Tuesdays. Meetings are often completed within three hours, but sometimes they can run all day. In addition, Hearing Board members may spend two hours or more reviewing materials in advance of a hearing. Given this schedule, do you believe that you have sufficient time to devote to the Hearing Board activities?

HEARING BOARD APPLICANT EVALUATION FORM

NAME OF APPLICANT:				
Please record the extent to which you feel the applicant possesses or has demonstrated the qualities listed below. This form is optional. It is considered private and will not be collected.	Strong (Yes)	Adequate	Below Expectations	No Evidence (No)
1. Geographic Diversity: Extent to which the applicant's county of residence will add to geographic diversity among current Hearing Board Members				
2. Does not qualify for other Hearing Board Categories: Applicant does not qualify for other Hearing Board Member categories (Legal, Medical, Professional Engineer)				
3. Diversity in Professional Experience: Extent to which the applicant has diversity in their professional experience				
4. Dedication to Community Service: Extent to which an applicant has demonstrated a commitment to community service				
5. Completeness of Application: Extent to which an applicant has completed their application, including substantive answers to the supplemental questions				
COMMENTS				

EMPLOYMENT APPLICATION		
 Bay Area Air District	BAY AREA AIR DISTRICT 375 Beale Street Suite 600 San Francisco, California 94105 415-749-4980 http://www.baaqmd.gov	Received: 3/4/26 10:19 PM For Official Use Only: QUAL: _____ DNQ: _____ ☐ Experience ☐ Training ☐ Other: _____
	Toole O'Neil, Barbara KW-2025-HEARINGBOARD HEARING BOARD MEMBER 2026	
PERSONAL INFORMATION		
POSITION TITLE: HEARING BOARD MEMBER 2026	EXAM ID#: KW-2025-HEARINGBOARD	
NAME: (Last, First, Middle) Toole O'Neil, Barbara	SOCIAL SECURITY NUMBER: [REDACTED]	
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]	EMAIL ADDRESS: [REDACTED]	
HOME PHONE: [REDACTED]	NOTIFICATION PREFERENCE: Email	
LEGAL RIGHT TO WORK IN THE UNITED STATES? ☒ Yes ☐ No		
What is your highest level of education? Master's Degree		
PREFERENCES		
MINIMUM COMPENSATION: \$60.00 per hour; \$0.00 per year	ARE YOU WILLING TO RELOCATE? ☐ Yes ☐ No ☐ Maybe	
WHAT TYPE OF JOB ARE YOU LOOKING FOR? Regular		
TYPES OF WORK YOU WILL ACCEPT: Full Time, Part Time, Per Diem		
SHIFTS YOU WILL ACCEPT: Day, Rotating, On Call (as needed)		
OBJECTIVE: To continue serving on the BAAQMD Hearing Board		
EDUCATION		
DATES: From: 1/1976 To: 5/1982	SCHOOL NAME: The University of Akron	
LOCATION: (City, State/Province) Akron, Ohio	DID YOU GRADUATE? ☒ Yes ☐ No	DEGREE RECEIVED: Master's
MAJOR: Chemical Engineering	UNITS COMPLETED: 122- Semester	
DATES: From: 9/1971 To: 5/1975	SCHOOL NAME: Carnegie Mellon University	
LOCATION: (City, State/Province) Pittsburgh, Pennsylvania	DID YOU GRADUATE? ☒ Yes ☐ No	DEGREE RECEIVED: Bachelor's
MAJOR: Chemistry	UNITS COMPLETED: 263- Semester	
WORK EXPERIENCE		
DATES: From: 4/2012 To: Present	EMPLOYER: Consultant	POSITION TITLE: Consultant
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Pacifica, California, 94044		
PHONE NUMBER: [REDACTED]	MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No	
HOURS PER WEEK: 20	# OF EMPLOYEES SUPERVISED: 0	
DUTIES: Sole proprietorship consulting on environmental issues including air quality, climate and climate offset projects. Working primarily with three companies on climate related projects.		
DATES: From: 5/2012 To: Present	EMPLOYER: Aster Global Environmental Services, Inc	POSITION TITLE: Senior Scientist
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		COMPANY URL: asterglobal.com
SUPERVISOR: Janice McMahon - President	MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No	
HOURS PER WEEK: 20		
DUTIES: Provide climate services support, climate services projects and air quality and energy project projects.		
DATES: From: 1/2009 To: 3/2012	EMPLOYER: Det Norske Veritas GL	POSITION TITLE: Principal Consultant

ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		COMPANY URL: dnvgl.com
SUPERVISOR: Miquel Rescalvo - Manager, International Development Climate Service	MAY WE CONTACT THIS EMPLOYER? ☐ Yes ☒ No	
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 5	
DUTIES: Managed climate services group for North America		
DATES: From: 3/2005 To: 12/2008	EMPLOYER: Tetra Tech EMI	POSITION TITLE: Sr. Engineer
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Oakland, California		COMPANY URL: tetrattech.com
SUPERVISOR: Ed Sussenguth - Operations Manager	MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No	
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 3	
DUTIES: Sr. Engineer for power and air quality projects including criteria and air toxics and greenhouse gases		
REASON FOR LEAVING: Move to DNV		
DATES: From: 1/2001 To: 3/2005	EMPLOYER: US EPA Region 9	POSITION TITLE: Environmental Engineer
ADDRESS: (Street, City, State/Province, Zip/Postal Code) San Francisco, California, 94104		COMPANY URL: epa.gov/region09
SUPERVISOR: Sean Hogan - Section Chief	MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No	
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 0	
DUTIES: Credentialed enforcement inspector, Regional Science Council (chair), Regional Science Adviser, ambient monitoring and manure management work.		
REASON FOR LEAVING: Move to consulting on air quality and power generation		
DATES: From: 7/1988 To: 12/2000	EMPLOYER: The Electric Power Research Institute (EPRI)	POSITION TITLE: Project Manager
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Palo Alto, California		COMPANY URL: epri.com
SUPERVISOR: Babu Nott - Technical Executive	MAY WE CONTACT THIS EMPLOYER? ☐ Yes ☒ No	
HOURS PER WEEK: 40		
DUTIES: Managed research projects on emissions from fossil power generation including power plant discharges, transport and deposition of air emissions.		
REASON FOR LEAVING: The Institute lost 50% of income because of deregulation and reduced the workforce		
DATES: From: 7/1979 To: 7/1988	EMPLOYER: Babcock & Wilcock	POSITION TITLE: Research Engineer
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Alliance, Ohio		COMPANY URL: babcock.com
MAY WE CONTACT THIS EMPLOYER? ☐ Yes ☒ No		
HOURS PER WEEK: 40		
DUTIES: Research engineer on fossil fuel generation and pollution control equipment, performance engineer for boiler performance testing		
REASON FOR LEAVING: Move to EPRI		

CERTIFICATES AND LICENSES

TYPE: Certified Hazardous Materials Manager - Master Level	
LICENSE NUMBER: [REDACTED]	ISSUING AGENCY: Institute of Hazardous Materials Management
TYPE: Qualified Environmental Professional	
LICENSE NUMBER: [REDACTED]	ISSUING AGENCY: Institute of Professional Environmental Practice
TYPE: Accredited Verifier	
LICENSE NUMBER: [REDACTED]	ISSUING AGENCY: California ARB MRR

TYPE: Accredited Lead Verifier - Carbon Offsets	
LICENSE NUMBER: [REDACTED]	ISSUING AGENCY: California ARB Cap-and Trade
TYPE: CORSIA Verifier (Carbon Offsetting and Reduction Scheme for International Aviation)	
LICENSE NUMBER: [REDACTED]	ISSUING AGENCY: International Air Transportation Association
TYPE: Approved Standardized Methods Expert (carbon offset projects)	
LICENSE NUMBER: None	ISSUING AGENCY: Verra (formerly Verified Carbon Standard)

Skills
OFFICE SKILLS: Typing:30 Data Entry:0
OTHER SKILLS:
LANGUAGE(S):

ADDITIONAL INFORMATION
Additional Information Appointed Alternate, Hearing Board BAAQMD in August 2013

REFERENCES		
REFERENCE TYPE: Professional	NAME: Peter Hess	POSITION:
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]
REFERENCE TYPE: Professional	NAME: Michele Grossman	POSITION: Senior Scientist/Verifier
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]
REFERENCE TYPE: Professional	NAME: Janice McMahon	POSITION: President, Technical Director
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]

Agency-Wide Questions**1. How did you find out about this position?**

District Employee, District Website

2. If other, please tell us where.

N/A

3. Are you currently legally authorized to work in the United States on a full-time basis?

Yes

4. Do you now, or will you in the future, require sponsorship for employment visa status (e.g., H-1B visa status)?

No

5. Are you related to any Air District employee or Board member?

No

6. If related to a Air District employee or Board member, what is their name and their relationship to you?

I am not related to a District employee or Board member

7. Are you a current or former employee of the Air District?

No

8. Have you ever submitted an application to the Air District in the past?

Yes

Job Specific Supplemental Questions**1. Which category are you interested in?**

Public

2. Please indicate if you are applying for the Principal Member position, the Alternate Member position, or both:

Principal Member

3. Please describe any experience or education that directly relates to air quality. Also describe any experience on Boards or Commissions, or in other similar settings where you have interacted with regulated entities and the public in a formal public proceeding.

Air quality I have worked in air quality and environmental issues for my entire professional life, researching emissions from utilities power generation plants and other large facilities, e.g. cement kilns and refineries at EPA, EPRI and initially with B&W. At EPA I was a credentialed air inspector. My other work experience focused on air quality and water. Boards – Board of Directors, Air Waste Management Association (AWMA) and Vice President (2006) Board of Directors and Past Chair AWMA Golden West Section Board of Directors, US Green Building Council, Diablo Valley US representative to ISO Technical Committee 207 for development of ISO 14060 series (GHG and Water standards)

4. The Hearing Board's workload varies, but it can meet as often as two or three times a month in person, almost always on Tuesdays. Meetings are often completed within three hours, but sometimes they can run all day. In addition, Hearing Board members may spend two hours or more reviewing materials in advance of a hearing. Given this schedule, do you believe that you have sufficient time to devote to the Hearing Board activities?

I have been able to participate in prior meetings as often as needed, and as long as needed. I am able to meet that commitment going forward.

5. Please list professional, trade, or business associations held which relate to the Hearing Board category for which you are applying.

Accredited Verifier for California Air Resources Board under the mandatory reporting rule; Accredited Lead Verifier for California Air Resources Board under the Compliance Offset program, Ozone Depleting Substances (ODS) offset project specialist and livestock project specialist ; Registered, Qualified Environmental Professional (QEP); Certified Hazardous Materials Manager, Master Level • Verra (VCS) Approved Standardized Methods Expert • Accredited Verifier, Airport Carbon Accreditation • Completed CORSIA Verification Course (CORSIA [REDACTED] 2019)

6. Please list relevant accomplishments, publications, or awards.

US EPA Administrator's FY2015 Award for Outstanding Accomplishments by a SD-VOSB Contractor; Tetra Tech EM Inc. Award for Excellence in Science and Engineering, 2006; Regional Administrator's Award for Science; Regional Administrator's Award for Outstanding Environmental Results during the Permitting of Tucson Electric Power's Springerville Expansion Project; Administrator's Bronze Medal for Commendable Service Award for outstanding efforts to address the California Energy Shortages; Chauncey Award for Mercury Research (team) (EPRI Corporate Award of Excellence); EPRI 3D Award for Air Toxics Synthesis Report (team) (EPRI Corporate Award of Excellence) My list of publications included in my attached resume.

7. Is there anything in your personal or professional background that would conflict with serving on the Hearing Board? For example, do you have client relationship with a facility permitted by the Air District? Or do you have a relationship with an air quality advocacy organization that could potentially bring a case to the Hearing Board?

There is nothing in my personal or professional background that would conflict with my serving on the Hearing Board. I have no client relationships with any facility permitted by the Air District, nor do I have any relationship with an air quality advocacy organization that could potentially bring a case to the Hearing Board.

8. What interests you the most about the opportunity to serve on the Air District's Hearing Board?

I have found the opportunity to serve on the Air District's Hearing Board very rewarding, and a way to apply my work experience in listening to applicants, Air District information and responses to inform Hearing Board decisions. Service to the community is important and a small way contribute to the improvement of the environment and community.

The following terms were accepted by the applicant upon submitting the online application:

By clicking on the 'Accept' button, I hereby certify that every statement I have made in this application is true and complete to the best of my knowledge. I understand that any false or incomplete answer may be grounds for not employing me or for dismissing me after I begin work. I understand that I will have to produce documentation verifying identity and employment eligibility in the U.S. I understand that I may be required to verify any and all information given on this application. I understand that this completed application is the property of the Air District and will not be returned. I understand the the Air District may contact prior employers and other references. I understand that I must notify the Human Resources Office at (415) 749-4980 of any changes in my name, address, or phone number.

This application was submitted by Barbara Toole O'Neil on 03/04/26 10:19 PM

BARBARA TOOLE O'NEIL, Q.E.P. CHMM

EDUCATION

M.S., Chemical Engineering, University of Akron

B.S., Chemistry, Carnegie Mellon University

Summary

Since 2012, Ms. Toole O'Neil has focused on air quality, climate services, corporate responsibility, and energy efficiency projects from the industrial manufacturing to ecosystems services sectors. Her work responsibilities have addressed a wide range of environmental issues from preparing inventories or offset project documents to assessing methodologies submitted to the Verified Carbon Standard (VCS) (forestry to energy efficiency); supporting the development of the ARB Mine Methane Capture Protocol as part of the working group, managing energy efficiency surveys and measurement projects on farms, validating/ verifying inventories and carbon offset projects, corporate social responsibility auditing, developing governance for sustainability non-profits, to writing a social standard to assess the impact of environmental projects (carbon, water, forestry, agriculture) on the quality of life for women in emerging third world countries.

Clients have included: Carbonomics, EPRI, Blue Source, Finite Carbon, Waste Management, Restore Americas Estuaries, Ministry of Industry of Ethiopia, Unisource Energy Marketing, Chinook Energy, Coeur Alaska Kensington Mine, DPC, Dow Chemical, Southern Ute Dept. of Energy, California, DNV·GL (Oakland, CA, Mexico City, Mexico and Oslo, Norway), Sprint, Prologis, CTC, Prologis, Navigant, ICF, Boeing, Freeport McMoRan, Wells Fargo, APL, Navigant, Cradle to Cradle Product Innovations Institute, WREA, and Women Organising for Change through Agriculture and Natural Resources Management(WOCAN).

She is currently a member of the Hearing Board of the Bay Area Air Quality Management District. She was a member of the Environmental Management Advisory Board for the UC Berkeley Extension program, advisor to Cradle to Cradle Product Innovation Institute Standards Board for Renewable Energy and Carbon Management

Aster Global Environmental Solutions

2017-Present

Ms. Toole O'Neil has worked with the Aster Global team since 2013. She has focused on validation, verification and consulting work for the carbon offset clients of Aster Global. The verifications have included mandatory reporting programs in British Columbia, Alberta, Saskatchewan and Quebec. She has also completed CDP verifications that include GHG, water and supply chain verifications and a CORSIA verification. Validation and verifications for carbon offset projects have been completed for VCS and ACR and include forestry, energy use, and re-refining of used oils. Consulting services have included a life cycle assessment for a biomass facility in Ghana, a methodology development, and standards review for a non-profit organization.

Independent Consulting

2012 – P

Since 2012, Ms. Toole O'Neil has focused on climate services, air quality, corporate responsibility, energy efficiency and utility fuels projects for a wide range of clients from the utilities/manufacturing, consulting to non-profit organizations. Ms. Toole O'Neil has on-call contracts with Terracon, Lindahl Reed, Redhorse Corporation, Environmental Services, Inc., S&A Carbon, and Adelante Consulting.

University of California, Berkeley

2013 – 2022 (Instructor, Extension Program)

Ms. Toole O'Neil is an instructor in the Construction and Sustainability Management program teaching classes on climate change, environment and sustainability, environmental measurement and monitoring, California and US environmental law, and fundamentals of greenhouse gas management. She is a member of the Environmental Management Advisory Board for the UC Berkeley Extension program.

Det Norske Veritas (now DNV-GL)

2009 – 2012 (Principal Consultant, Verification, Validation & Monitoring Services)

Ms. Toole O'Neil was a Principal Consultant focusing on climate and air quality issues in North America. She led the effort to gain ANSI accreditation to the ISO14065 standard, CARB accreditation, CAR, VCS and ACR accreditation. Her projects have ranged from preparing inventories, reviewing inventories prior to verification, annual update training for inventories and projects to validating/verifying GHG offset projects.

Tetra Tech EM Inc.

2005-2008 (Environmental Engineer)

Ms. Toole O'Neil developed and managed the climate program from 2006-2008, building the practice to 40 clients including 22 verification clients and 18 inventory/consulting clients. She also completed projects on air quality and fuels, agriculture and dairies, air toxics permits and monitoring, and new and existing power generation projects.

U.S. Environmental Protection Agency, Region 9

2001 – 2005 (Environmental Engineer)

In the Air Division, as part of the technical support staff, Ms. Toole O'Neil focused on air quality monitoring, modeling and implementation of the air toxics regulations. Special focus areas were mercury, energy, and dairies. Ms. Toole O'Neil was part of the energy team responding to energy issues in California and the western United States. As part of the enforcement staff, she was part of the team negotiating a new permit for Tucson Electric Power's Springerville Plant. In the Policy and Management Division, Ms. Toole O'Neil was a Science Policy Advisor, chairing the Regional Science Council and providing summary materials on science activities to the Deputy Regional Administrator.

The Electric Power Research Institute (EPRI) – Palo Alto, CA

1988 – 2001 (Project Manager)

Ms. Toole O'Neil had a number of responsibilities while at EPRI including: developing and managing the EPRI response to EPCRA 313, the toxics release inventory which included a web-based product for EPRI-funders; managing the development of a model for characterizing the fate and transport of trace substances around a power plant called the PISCES Model; managing the first EPRI web-based interactive database of multimedia primary data from power plant testing; managing ~20 full-scale tests in response to Title IV of the 1990 Clean Air Act Amendments (CAAA) for air toxics, leading the team of USGS, state surveys, coal companies and utilities to develop a new national coal quality inventory.

Babcock & Wilcox R&DD Alliance, OH (Research Engineer: 1979 – 1988)

During her tenure with Babcock & Wilcox R&DD, Ms. Toole O'Neil functioned as a lead engineer and project manager for a ~1MWe pilot plant for testing new post combustion equipment, for contract guarantee tests at commercial power plants, project engineer on EPA/DOE furnace injection technology development, lead engineer/writer for DOE Clean Coal 2 and 3 projects (all awarded contracts)

PROFESSIONAL REGISTRATIONS/CERTIFICATIONS

- ANSI Assessor, ISO 14065 General Requirements for Greenhouse Gas Validation and Verification Bodies
- Accredited Lead Verifier for California Air Resources Board under the mandatory reporting rule [REDACTED]
- Accredited Lead Verifier for California Air Resources Board under the Compliance Offset program, Ozone Depleting Substances (ODS) offset project specialist and livestock project specialist ([REDACTED])
- Registered, Qualified Environmental Professional (QEP) [REDACTED]
- Certified Hazardous Materials Manager, Master Level [REDACTED]
- Verra (VCS) Approved Standardized Methods Expert
- Accredited Verifier, Airport Carbon Accreditation
- Completed CORSIA Verification Course (CORSIA [REDACTED])

PROFESSIONAL AFFILIATIONS

- Board of Directors, Air Waste Management Association (AWMA) (2004-2006) and Vice President (2006)
- Board of Directors (2007-2020) Past Chair (2007-2009), AWMA Golden West Section
- Board of Directors (2012-2016), US Green Building Council, Diablo Valley
- US representative to ISO Technical Committee 207 for development of ISO 14060 series (GHG and Water standards) 2010-2012.
- Member, Sigma Xi, AWMA, IHMM

PROFESSIONAL ACHIEVEMENTS

- US EPA Administrator's FY2015 Award for Outstanding Accomplishments by a SD-VOSB Contractor, 2016
- Tetra Tech EM Inc. Award for Excellence in Science and Engineering, 2006
- Regional Administrator's Award for Science, 2003
- Regional Administrator's Award for Outstanding Environmental Results during the Permitting of Tucson Electric Power's Springerville Expansion Project, 2002
- Administrator's Bronze Medal for Commendable Service Award for outstanding efforts to address the California Energy Shortages, 2002
- Chauncey Award for Mercury Research (team) (EPRI Corporate Award of Excellence), 1998
- EPRI 3D Award for Air Toxics Synthesis Report (team) (EPRI Corporate Award of Excellence), 1995

PUBLICATIONS

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2. The Role of Verification in the California Program, B. Toole O'Neil, J. McMahon, AWMA Bracing for Climate Change: Strategies for Mitigation and Resiliency Planning Conference, December 11-12, 2019.
3. A New Instrument for Ambient Air Monitoring, P. Manatou , B. Toole O'Neil. AWMA Air Quality Measurement Methods and Technology Conference, November 9-11, 2017
4. The Status of Measurement, Report and Verification (MRV) Systems, at the International Level: *Lessons for the Implementation of 'Nationally Appropriate Mitigation Actions (NAMAS)' and 'Low Emissions Development Strategies (LEDS)'*. A. Gómez, G. Godínez, B. Toole O'Neil, P. Reed, USAID, August 2013
5. W+ Standard, WOCAN, 2013 (principal author)[a standard that quantifies the benefit to women from projects, eg carbon projects]
6. Greenhouse Gas Inventories: The Case for Verification, B. Toole O'Neil, Joint Services Environmental Managers Conference, Denver, CO, May 5, 2008
7. A Comparison of Carbon Dioxide Emissions Estimation Methods for Use in GHG Inventories, B. Toole O'Neil, Electric Utilities Environmental Conference, Tucson, AZ, Jan 30, 2008
8. Voluntary Emissions Reporting:- Lessons Learned with the California Climate Action Registry , B. Toole O'Neil, D. Millar, M. Grossman, 2007 Air and Waste Management Annual Conference Pittsburgh, PA, June 20, 2007.
9. Clean Air Mercury Rule and State Implementation, B. Toole O'Neil, M. Grossman, 2007 Air and Waste Management Annual Conference, June 2007
10. Western Bituminous Coal – that other Fuel, B. Toole O'Neil, J. Quik, 20th Symposium on Western Fuels – International Conference on Lignite, Brown and Sub-Bituminous Coals, Denver CO. Oct. 22-24, 2006
11. Mercury in U.S. Coal and the Clean Air Mercury Rule, B. Toole O'Neil, 8th International Conference on Mercury as a Global Pollutant, Madison WI, Aug. 7, 2006.
12. Pre-Combustion Management as Part of a Long Term Mercury Compliance Plan, Barbara Toole O'Neil, Air & Waste Management Association Annual Conference and Meeting, June, 2006.
13. Mercury in US Coal and the US EPA Clean Air Mercury, B. Toole O'Neil, J. Quick, D. Akers, *Oil, Gas and Energy Law Intelligence*, Vol. 3, Issue 3, October, 2005
14. Compliance Planning for Mercury Control – An Integrated Approach, D.J. O'Connor (EPRI), B. Toole O'Neil, Geological Society of America Annual Meeting, V. 37, No. 7, Oct. 16, 2005
15. Mercury in Coal - Pre-combustion Management Options for Emission Control, B. Toole O'Neil, Geological Society of America Annual Meeting, V. 37, No. 7, Oct. 16, 2005
16. The Potential of Pre-Combustion Management as Part of a Mercury Compliance Plan, B. Toole O'Neil, D.J. O'Connor, for Society of Mining Engineering Annual Meeting, March 2, 2005.
17. Western energy Issues: Power Generation, B. Toole O'Neil, EPA Region 9, <http://www.epa.gov/region09/cross~pr/energy/generators/index.html>, 2001
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19. Removal of Trace Metals from Residual Fuel Oils, B. Toole O'Neil, J. Pirkey, EPRI TR-10001153, 2001.
20. Trace Metals Evaluation of Crumb Rubber Tire-Derived Fuel Co-Firing Tests on a Coal-Fired Boiler, B. Toole O'Neil, EPRI TR-111854, 2001.
21. Hexane and Other Alkane Emission Estimates for natural Gas-Fired Boilers, B. Toole

- O'Neil, EPRI TRI Technical Resource Guide, <http://www.epri.com>, 2000.
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 25. Electricity Generation and the Environment, B. Toole O'Neil, *17th Pittsburgh Coal Conference*, 2000.
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 27. The Cost and Effectiveness of Coal Cleaning for Control of Mercury Emissions, D.J. Akers, B. Toole O'Neil, *Proceedings: EPRI-DOE-EPA Combined Utility Air Pollutant Control Symposium*, EPRI TR-113187, 1999.
 28. Mineral Forms of Trace Elements in Coal and Coal Ash - A Summary, B. Toole O'Neil, G.A. Watkins, R. Myhre, EPRI TRI Technical Resource Guide, <http://www.epri.com>, 1999.
 29. The Quality, Treatment, and Application of Data in the PISCES Database, R.G. Wetherold, D.A. Orr, B. Toole O'Neil, EPRI TRI Technical Resource Guide, <http://www.epri.com>, 1999.
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 33. Quality of Data in the PISCES Database - A Summary, R. Wetherold, D. Orr, B. Toole O'Neil, EPRI TRI Technical Resource Guide, <http://www.epri.com>, 1999.
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 36. Comparison of Emissions Estimating Methods - A Summary, R. Wetherold, D. Orr, B. Toole O'Neil, EPRI TRI Technical Resource Guide, <http://www.epri.com>, 1999.
 37. Wet/Dry Coal Basis for EFH Method, R. Wetherold, B. Toole O'Neil, EPRI TRI Technical Resource Guide, <http://www.epri.com>, 1999.
 38. A Comparison of Methods for Estimating Power Plant Trace Species Emissions, B. Toole O'Neil, E.S. Rubin, R. Wetherold, EPRI TRI Technical Resource Guide, <http://www.epri.com>, 1999.
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 41. Oxidizing Biocides in Power Plant Cooling Systems, W. Michelletti, B. Toole O'Neil, EPRI TRI Technical Resource Guide, <http://www.epri.com>, 1999.
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57. Engineering Guidelines for Pre-Combustion Control of Air Toxics, C.E. Raleigh, D.J. Akers, G.S. Janik, B. Toole O'Neil, Pittsburgh Coal Conference, 1998.
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- <http://www.epri.com>, 1998.
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103. PISCES: Interim Air Toxics Literature Data, B. Toole O'Neil, W.Chow, EPRI CD-100560, 1993.
104. Prototype Evaluation of Sorbent Injection on a Tangentially Fired Utility Boiler, G.C. England, D.K. Moyeda, R. Payne, B.A. Folsom, B. Toole O'Neil, D.G. Lachapelle, I.A. Huffman, *Proceedings 1991 EPRI-DOE-EPA SO₂ Control Symposium*, EPRI TR-101054, 1993.
105. Modeling Air Toxics Emissions from Electric Power Plants, M.B. Berkenpas, E.S. Rubin, H.C. Frey, B. Toole O'Neil, *EPRI-AWMA Integrated Energy and Environmental Management Conference*, 1993.
106. A Computer Simulation Model for Power Plant Air Toxics Emissions, E.S. Rubin, B. Toole O'Neil, Society for Computer Simulation, 1993.
107. SO₂ and NO_x Control by Combined Dry Injection of Hydrated Lime and Sodium Bicarbonate, D.J. Helfritch, S.J. Bortz, R.Beitte1, P.D. Bergman, B. Toole O'Neil, American Power Conference, 1993.

108. 10-MW Demonstration of the ADVACATE Flue Gas Desulfurization Process, L.R. Lepovitz, C.A. Brown, T.E. Pearson, J.F. Boyer, T.A. Burnett, V.M. Norwood, E.J. Puschaver, C. B. Sedman, B. Toole O'Neil, *Proceedings: 1993 EPRI-DOE-EPA SO₂ Control Symposium*, 1993.
109. Trace Element Reduction Through Coal Cleaning, D.J. Akers, B. Toole O'Neil, EPRI Fuel Supply Seminar, 1993.
110. Combined SO₂ and NO_x Removal by Means of Dry Sorbent Injection, D. Helfritsch, S. J. Bortz, R. Beittel, P. Bergman, B. Toole O'Neil, *Environmental Progress*, 11, 1, 1992.
111. 1991 SO₂ Control Symposium Conference Highlights, B. Toole O'Neil, *EPRI Environmental Control Systems Update*, 1992.
112. Calcium Injection Upstream of an Electrostatic precipitator and a Fabric Filter for Simultaneous SO₂ and Particulate Removal: Pilot and Bench-Scale Results, B. Toole O'Neil, EPRI TR-100260, 1992.
113. Furnace Dry Sorbent Injection for SO₂ Control: Pilot and Bench Scale Studies, B. Toole O'Neil, EPRI TR-101684, 1992.
114. Development of Dry Sorbent Emission Control Technologies for SO₂ Removal, B. Toole O'Neil, EPRI TR-101685, 1992.
115. Feasibility of Furnace Limestone Injection for SO₂ Control, B. Toole O'Neil, EPRI TR-101071, 1992.
116. Combined SO₂ and NO_x Removal by Means of Dry Sorbent Injection, D.J. Helfritsch, S.J. Bortz, R. Beittel, P.D. Bergman, B. Toole O'Neil, *Proceedings: American Institute of Chemical Engineers Summer Annual Meeting*, 1991.
117. Furnace Sorbent Injection, B. Toole O'Neil, *J. Air & Waste Management Association*, 40, 12, p. 1716, 1990.
118. Integrated Dry Sorbent Injection for Coal-Fired Boiler SO₂ and NO_x Control, D.J. Helfritsch, S. Bortz, B. Toole O'Neil, *83rd Air & Waste Management Association Annual Meeting*, 1990.
119. Furnace Sorbent Injection, B. Toole O'Neil, EPRI, *Environmental Control Systems Update*, No. 19, 1990.
120. Dry Sorbent Injection for Combined SO₂ and NO_x Control, D.J. Helfritsch, S.J. Bortz, R. Beittel, P.D. Bergman, B. Toole O'Neil, ASME/IEEE Power Generation Conference, 1990.
121. Clean Coal EI Demonstration Project: The LIFAC Innovative Desulfurization Process at Richmond Power & Light's Whitewater Valley # 2 Plant, J.K. Schweers, K. Mattila, I. Huffman, B. Toole O'Neil, DOE Clean Coal Contractor's Conference, 1990.
122. Dry Sorbent Injection of Combined SO₂/NO_x Removal, B. Toole O'Neil, *Proceedings: Eighth Pittsburgh Coal Conference*, 1990.
123. Full-scale Demonstration of Desulfurization by Dry Sodium Injection, B. Toole O'Neil, EPRI GS-6860, 1990.
124. Full-scale Demonstration of Additives for NO₂ Reduction with Dry Sodium Desulfurization, B. Toole O'Neil, EPRI GS-6852, 1990.

EMPLOYMENT APPLICATION		
 BAY AREA AIR DISTRICT 375 Beale Street Suite 600 San Francisco, California 94105 415-749-4980 http://www.baaqmd.gov	Cullenward, Danny KW-2025-HEARINGBOARD HEARING BOARD MEMBER 2026	Received: 3/16/26 12:39 PM For Official Use Only: QUAL: _____ DNQ: _____ ☐ Experience ☐ Training ☐ Other: _____
PERSONAL INFORMATION		
POSITION TITLE: HEARING BOARD MEMBER 2026	EXAM ID#: KW-2025-HEARINGBOARD	
NAME: (Last, First, Middle) Cullenward, Danny	SOCIAL SECURITY NUMBER: [REDACTED]	
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]	EMAIL ADDRESS: [REDACTED]	
HOME PHONE: [REDACTED]	NOTIFICATION PREFERENCE: Email	
LEGAL RIGHT TO WORK IN THE UNITED STATES? ☒ Yes ☐ No		
What is your highest level of education? Doctorate		
PREFERENCES		
Nothing Entered For This Section		
EDUCATION		
DATES: To: 8/2013	SCHOOL NAME: Stanford University	
LOCATION: (City, State/Province) Stanford, California	DID YOU GRADUATE? ☒ Yes ☐ No	DEGREE RECEIVED: Doctorate
MAJOR: Environment and Resources		
DATES: To: 6/2013	SCHOOL NAME: Stanford Law School	
LOCATION: (City, State/Province) Stanford, California	DID YOU GRADUATE? ☒ Yes ☐ No	DEGREE RECEIVED: Professional
MAJOR: Law		
DATES: To: 1/2007	SCHOOL NAME: Stanford University	
LOCATION: (City, State/Province) Stanford, California	DID YOU GRADUATE? ☒ Yes ☐ No	DEGREE RECEIVED: Master's
MAJOR: Management Science & Engineering		
DATES: To: 1/2007	SCHOOL NAME: Stanford University	
LOCATION: (City, State/Province) Stanford, California	DID YOU GRADUATE? ☒ Yes ☐ No	DEGREE RECEIVED: Bachelor's
MAJOR: Earth Systems		
WORK EXPERIENCE		
DATES: From: 5/2021 To: Present	EMPLOYER: Institute for Carbon Removal Law and Policy, American University	POSITION TITLE: Senior Fellow
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Washington, District of Columbia		
MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No		
HOURS PER WEEK: 10		
DUTIES: Conduct research on carbon removal law and policy.		
DATES: From: 9/2017 To: Present	EMPLOYER: Independent Emissions Market Advisory Committee, CalEPA	POSITION TITLE: Member
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Sacramento, California		
MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No		
HOURS PER WEEK: 2		

DUTIES: Provide expert advice to the California Legislature and California Air Resources Board on the state's cap-and-trade program for greenhouse gas emissions and overall climate policy strategy. Contribute to an annual written report on the performance of the cap-and-trade program. IEMAC Member since September 2017, IEMAC Vice Chair since January 2021.		
DATES: From: 8/2023 To: Present	EMPLOYER: Klenman Center for Energy Policy, University of Pennsylvania	POSITION TITLE: Senior Fellow
ADDRESS: (Street, City, State/Province, Zip/Postal Code) University of Pennsylvania, Philadelphia, Pennsylvania, 19104		COMPANY URL: https://kleinmanenergy.upenn.edu/
HOURS PER WEEK: 20		
DUTIES: Conduct research in the fields of energy and climate policy; publish blog posts, policy briefs, and other public research findings.		
DATES: From: 4/2025 To: Present	EMPLOYER: Google	POSITION TITLE: Visiting Faculty Researcher
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No		
HOURS PER WEEK: 8		
DUTIES: Conduct research on climate change mitigation activities, advise Google Research and other teams on the latest scientific findings.		
DATES: From: 3/2023 To: Present	EMPLOYER: United Nations Framework Convention on Climate Change Secretariat	POSITION TITLE: Member, Methodological Expert Panel, Article 6.4 mechanism Supervisory Body
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No		
HOURS PER WEEK: 8		
DUTIES: Support the work of the Paris Agreement Article 6.4 mechanism Supervisory Body; produce carbon market standards, draft carbon market methodologies, and review bottom-up submissions from mechanism stakeholders, subject to the direction and decisions of the Supervisory Body and UNFCCC CMA.		
DATES: From: 3/2020 To: 3/2023	EMPLOYER: CarbonPlan	POSITION TITLE: Policy Director
ADDRESS: (Street, City, State/Province, Zip/Postal Code) San Francisco, California		
MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No		
HOURS PER WEEK: 40		
DUTIES: Conduct open source research on projects to remove carbon dioxide from the atmosphere; liaise with companies and governments pursuing carbon dioxide removal technologies; evaluate the economics and performance of carbon removal projects; ensure high ethical standards in non-profit organization's operations.		
DATES: From: 9/2018 To: 6/2021	EMPLOYER: Stanford Law School	POSITION TITLE: Affiliate Fellow & Lecturer in Law
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No		
HOURS PER WEEK: 5		
DUTIES: Teach Energy Law and Climate Law and Policy at Stanford Law School, cross-listed with Stanford's School of Earth, Energy and Environmental Sciences. Conduct public interest research on current topics in energy and climate policy; publish findings in academic journals and communicate findings with the popular media; advise policymakers in California, the United States, and in other countries.		
DATES: From: 4/2016 To: 1/2020	EMPLOYER: Near Zero / Carnegie Institution for Science	POSITION TITLE: Research Associate
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Stanford, California		
MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No		
HOURS PER WEEK: 40		
DUTIES: Conducted independent legal, economic, and technical research on energy and environmental law and policy. Managed project teams. Published research findings in academic journals, professional journals, public comment letters, technical reports, and communicate these findings in the media. Supervised student researchers and teach coursework on environmental law and policy. Advised regulators, legislators, legislative staff, and other policymakers as requested.		
REASON FOR LEAVING: Left to finish writing a book and then begin a new position with a different employer.		

DATES: From: 9/2017 To: 12/2017	EMPLOYER: Stanford School of Earth, Energy & Environmental Sciences	POSITION TITLE: Lecturer
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Stanford, California		
MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No		
HOURS PER WEEK: 10		
DUTIES: Taught Climate Law and Policy, cross-listed at Stanford Law School.		
REASON FOR LEAVING: Term appointment; end of term.		
DATES: From: 4/2017 To: 6/2017	EMPLOYER: Stanford School of Earth, Energy & Environmental Sciences	POSITION TITLE: Lecturer
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Stanford, California		
HOURS PER WEEK: 10		
DUTIES: Teach U.S. Environmental Law in Transition, cross-listed at Stanford Law School (jointly offered with Stanford Law Professor Deborah A. Sivas).		
REASON FOR LEAVING: Term appointment; end of term.		
DATES: From: 9/2013 To: 12/2016	EMPLOYER: University of California, Berkeley	POSITION TITLE: Philomathia Research Fellow
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Berkeley, California		
MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No		
HOURS PER WEEK: 40		
DUTIES: Conducted legal research and practiced public interest law focused on energy and climate policy while supporting the creation of a campus-wide research program on energy and climate issues. Supervised student research assistants; liaised with Deans, Vice Chancellors, and other senior campus leaders; taught climate law and policy; participated in international exchanges with at Cambridge University and with Chinese researchers to evaluate the U.S. and Chinese commitments to the Paris Agreement on climate.		
REASON FOR LEAVING: Desire to leave UC Berkeley and continue my work elsewhere.		
DATES: From: 1/2012 To: 6/2013	EMPLOYER: Stanford Environmental Law Clinic	POSITION TITLE: Bar-Certified Law Student
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Stanford, California		
MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No		
HOURS PER WEEK: 10		
DUTIES: Contributed to clinic matters addressing dormant commerce clause challenges to California's environmental regulations, listing new protected species under the Endangered Species Act, and the development of new carbon offset protocols in California.		
REASON FOR LEAVING: Graduated from Stanford Law School. I did not work here in the summer of 2012, when I worked instead as a Summer Associate at Morrison & Foerster LLP. Full-time work (40 hours/wk) from Jan through Mar 2012; part-time work (10-20 hours/wk) all other academic terms.		
DATES: From: 6/2012 To: 8/2012	EMPLOYER: Morrison & Foerster LLP	POSITION TITLE: Summer Associate
ADDRESS: (Street, City, State/Province, Zip/Postal Code) San Francisco, California		
MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No		
HOURS PER WEEK: 40		
DUTIES: Practice split between environmental law group (permitting, siting, CEQA, NEPA, Proposition 65 issues for clients in energy, real estate, and other industries) and financial transactions group (syndicating lending agreements, security interests, inventory financing agreements, project development for clients in energy and manufacturing industries).		
REASON FOR LEAVING: Term position. Returned to law school. Respectfully declined post-graduation employment offer.		
DATES: From: 6/2011 To: 8/2011	EMPLOYER: U.S. Department of the Treasury	POSITION TITLE: Legal Intern
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Washington, District of Columbia		

MAY WE CONTACT THIS EMPLOYER?

■ Yes □ No

HOURS PER WEEK:

40

DUTIES:

Advised senior attorneys and policymakers on international dimensions of U.S. environmental, trade, and national security law. Analyzed cross-border investment applications to Committee on Foreign Investment in the United States. Advised Treasury officials on cross-border financial regulations under Dodd-Frank, regulation of international aviation greenhouse gas emissions, and the design of international climate finance mechanisms.

REASON FOR LEAVING:

Term position. Left to return to law school.

DATES:

From: 7/2007 To: 8/2008

EMPLOYER:

MAP Royalty, Inc

POSITION TITLE:

Energy Programs Manager

ADDRESS: (Street, City, State/Province, Zip/Postal Code)

Palo Alto, California

MAY WE CONTACT THIS EMPLOYER?

■ Yes □ No

HOURS PER WEEK:

40

DUTIES:

Managed educational outreach efforts at Stanford University, co-teaching two classes with over 150 students, including a field research class to visit energy facilities across China and study the effect of energy technologies and resources on air pollution.

REASON FOR LEAVING:

Returned to Stanford for graduate school.

DATES:

From: 6/2006 To: 6/2007

EMPLOYER:

Program on Energy and Sustainable Development

POSITION TITLE:

Research Associate

ADDRESS: (Street, City, State/Province, Zip/Postal Code)

Stanford, California

MAY WE CONTACT THIS EMPLOYER?

■ Yes □ No

HOURS PER WEEK:

40

DUTIES:

Conducted international field research on energy and climate policy in the U.S., India, China, and Brazil; published findings in academic journals and in popular magazines.

REASON FOR LEAVING:

Accepted new position with MAP Royalty, Inc.

DATES:

From: 6/2005 To: 8/2005

EMPLOYER:

Natural Resources Defense Council

POSITION TITLE:

Schneider Fellow

ADDRESS: (Street, City, State/Province, Zip/Postal Code)

San Francisco, South Carolina

MAY WE CONTACT THIS EMPLOYER?

■ Yes □ No

HOURS PER WEEK:

40

DUTIES:

Supported NRDC's work in reducing local and global air pollution from coal power plants, contributed to the design of greenhouse gas emission standards for power plants in California (SB 1368), and researched carbon capture and storage technologies.

REASON FOR LEAVING:

Term position. Returned to Stanford University.

CERTIFICATES AND LICENSES**TYPE:**

Admission to the California Bar

LICENSE NUMBER:

[REDACTED]

ISSUING AGENCY:

California Bar Association

TYPE:

Admission to the U.S. Supreme Court Bar

LICENSE NUMBER:

[REDACTED]

ISSUING AGENCY:

U.S. Supreme Court

TYPE:

Admission to the U.S. Court of Appeals for the District of Columbia Circuit Bar

LICENSE NUMBER:

[REDACTED]

ISSUING AGENCY:

U.S. Court of Appeals for the District of Columbia Circuit

Skills

Nothing Entered For This Section

ADDITIONAL INFORMATION

Professional Associations

State Bar of California

Honors & Awards

Gerald Gunther Prize for Outstanding Performance in Energy Law, 2013

Honors & Awards

Kimmelman Family Graduate Fellowship in Environment & Resources, 2013

Honors & Awards

John Hart Ely Prize for Outstanding Performance in Climate and Energy Seminar, 2012

Honors & Awards

David and Lucile Packard Foundation Stanford Graduate Fellowship, 2008-2012

Honors & Awards

Philomathia Research Fellowship, University of California, Berkeley, 2013-2015

Honors & Awards

Pro bono distinction, Stanford Law School, 2013

Honors & Awards

Early Career Environmental Scholar, Woods Institute for the Environment, 2011

Honors & Awards

National Science Foundation Graduate Research Fellowship, Honorable Mention, 2008

REFERENCES

REFERENCE TYPE: Professional	NAME: Heather Walters	POSITION: Chief Consultant, California Senate Environmental Quality Committee
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]
REFERENCE TYPE: Professional	NAME: Steven Weissman	POSITION: Lecturer, Goldman School of Public Policy, UC Berkeley
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]
REFERENCE TYPE: Professional	NAME: David Victor	POSITION: Professor, School of Global Policy and Strategy, UC San Diego
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]

Agency-Wide Questions**1. How did you find out about this position?**

District Employee, District Website

2. If other, please tell us where.**3. Are you currently legally authorized to work in the United States on a full-time basis?**

Yes

4. Do you now, or will you in the future, require sponsorship for employment visa status (e.g., H-1B visa status)?

No

5. Are you related to any Air District employee or Board member?

No

6. If related to a Air District employee or Board member, what is their name and their relationship to you?

N/A

7. Are you a current or former employee of the Air District?

No

8. Have you ever submitted an application to the Air District in the past?

Yes

Job Specific Supplemental Questions**1. Which category are you interested in?**

Public

2. Please indicate if you are applying for the Principal Member position, the Alternate Member position, or both:

Both

3. Please describe any experience or education that directly relates to air quality. Also describe any experience on Boards or Commissions, or in other similar settings where you have interacted with regulated entities and the public in a formal public proceeding.

I completed my post-secondary education at Stanford University. My undergraduate degree is a BS with Honors in Earth Systems, an environmental science program that included atmospheric science coursework. My MS is in Management Science & Engineering, where I developed analytical skills in applied economics, statistics, and optimization. My PhD is in Environment and Resources. I also earned a JD at Stanford Law School, where I focused on environmental law and financial regulation. Since finishing graduate school in 2013, my primary occupation has been as a public interest researcher employed at research universities (Stanford, UC Berkeley, American University, and the University of Pennsylvania) and non-profit research organizations (the Carnegie Institution for Science, Near Zero, CarbonPlan), with a focus on environmental governance. I have taught energy law, climate policy, and a seminar on environmental law as a Lecturer at Stanford University and climate policy as a Lecturer at UC Berkeley. As a result of this work and my academic training, I am very familiar with the federal Clean Air Act, major caselaw under this statute, and the state legislative and regulatory environment that shapes California's unique approach to air quality management. In 2017, the California Senate appointed me to the Independent Emissions Market Advisory Committee. The Committee advises the California Air Resources Board and the California Legislature on the design and performance of the state's cap-and-trade program for greenhouse gas emissions. In 2020, I was elected the Committee's Vice Chair and currently serve in that role. In this capacity I help manage public meetings of the committee that are attended by members of the public, including representatives of regulated emitters; draft our official meeting minutes; and have testified ten times before the California Legislature as an invited expert witness. Since March 2024, I have served as a member of the Methodological Expert Panel for the Paris Agreement Crediting Mechanism, the international carbon crediting program under the United Nations Paris Agreement. This work involves collaborative standards-drafting with other technical experts from around the world, some of which is conducted in open public meetings and all of which is released for public comment, including from members of civil society and the industries subject to these standards. In addition, I was appointed in September 2024 to the Independent Standards Board of the Greenhouse Gas Protocol, a leading greenhouse gas emissions accounting standard used by corporations around the world to publicly report their emissions for voluntary and regulatory compliance purposes. The Board is part of the public governance structure of the Greenhouse Gas Protocol and involves close collaboration with technical workgroups comprised of industry, academic, and nonprofit representatives. Finally, I have substantial experience working with the Bay Area Air Quality Management District. In late 2017, BAAQMD's Board of Directors appointed me as an Alternate Member of the Hearing Board. In that capacity, I completed all training opportunities and participated on the dais for one enforcement matter. I also regularly attended public hearings during my time as an Alternate Member to gain experience with matters that come before the Hearing Board. I have carefully reviewed all of the relevant statutory provisions, BAAQMD regulations, and Hearing Board guidelines that apply in each matter. I have also reviewed the academic scholarship on the function and practice of Hearing Boards across California. In October 2020, I was appointed as a Principal Member of the Hearing Board and served actively in that role until the BAAQMD Board of Directors appointed me to the Advisory Council in August 2021, which required me to resign my position on the Hearing Board. During my time as a Principal Member of the Hearing Board, I addressed matters in approximately six dockets, including an enforcement action, an applicant's appeal of permit conditions, an emergency variance petition, and a short variance petition. After completing my two-year appointment on the Advisory Council, I was appointed as an Alternate Member of the Hearing Board in 2023 and am interested in returning to service as a Principal Member of the Hearing Board when an opening is available.

4. The Hearing Board's workload varies, but it can meet as often as two or three times a month in person, almost always on Tuesdays. Meetings are often completed within three hours, but sometimes they can run all day. In addition, Hearing Board members may spend two hours or more reviewing materials in advance of a hearing. Given this schedule, do you believe that you have sufficient time to devote to the Hearing Board activities?

Yes. I am familiar with the workload and time commitments from my involvement on the Hearing Board since 2017. The nature of my professional obligations provides me flexibility to dedicate the necessary time to this opportunity.

5. Please list professional, trade, or business associations held which relate to the Hearing Board category for which you are applying.

I currently serve in the following positions: • Alternate Member, Hearing Board, Bay Area Air Quality Management District • Vice Chair, California Independent Emissions Market Advisory Committee • Member, Methodological Expert Panel, Paris Agreement Crediting Mechanism, United Nations Framework Convention on Climate Change • Member, Independent Standards Board, Greenhouse Gas Protocol Please see my answer to question 1 for descriptions of these activities. I am also admitted to practice law in California and before the U.S. Court of Appeals for the D.C. Circuit and the U.S. Supreme Court. In addition, I previously served as a Principal Member of the Hearing Board (from October 2020 to August 2021) and a member of the Advisory Council (for a two-year term beginning August 2021). Following the completion of my term on the Advisory Council, I was re-appointed as an Alternate Member of the Hearing Board in November 2023.

6. Please list relevant accomplishments, publications, or awards.

Selected professional accomplishments: • Appointed by the California Senate to the Independent Emissions Market Advisory Committee in 2017; elected Vice Chair in 2020 and re-elected Vice Chair in 2024 • Appointed by the UNFCCC Paris Agreement Crediting Mechanism Supervisory Body to its Methodological Expert Panel in 2024 and again in 2026 • Appointed by the Steering Committee of the Greenhouse Gas Protocol to its Independent Standards Board in 2024 • Testified eleven times before the California Assembly and Senate and the Pennsylvania House of Representatives on energy and climate policy • Appointed by BAAQMD in 2017 as an Alternate Member of the Hearing Board • Appointed by BAAQMD in 2020 as a Principal Member of the Hearing Board • Appointed by BAAQMD in 2021 as a Member of the Advisory Council • Appointed by BAAQMD in 2023 as an Alternate Member of the Hearing Board • Represented environmental scientist amici before the Ninth Circuit Court of Appeals and U.S. Supreme Court, *Rocky Mountain Farmers Union v. Corey*, 730 F.3d 1070 (9th Cir. 2013) (Defending CARB's Low Carbon Fuel Standard) and *FERC v. Electric Power Supply Association*, 136 S. Ct. 760 (2016) (Defending FERC Order 745 on demand response policy). Book: • Danny Cullenward & David G. Victor, *Making Climate Policy Work* (Polity Press, 2020) Selected peer-reviewed publications: • Andrew Macintosh et al., Carbon credits are failing to help with climate change — here's why, *Nature* 646: 543-546 (2025). • William R.L. Anderegg et al., Toward more effective nature-based climate solutions in global forests, *Nature* 643: 1214-1222 (2025). • Emily Grubert et al., Greenhouse gas offsets distort the effect of clean energy tax credits in the United States, *Environmental Research: Energy* 2(1): 015001 (2025). • Shane R. Coffield et al., Using remote sensing to quantify the additional climate benefits of California forest carbon offset projects, *Global Change Biology* 28: 6789-6806 (2022). • Grayson Badgley et al., Systematic over-crediting in California's forest carbon offsets program, *Global Change Biology* 28(4): 1433-45 (2022). • Gregory Von Wald et al., Accounting for the Greenhouse Gas Emission Intensity of Regional Electricity Transfers, *Environmental Science & Technology* 55: 6571 (2021). • William R.L. Anderegg et al., Climate-driven risks to the climate mitigation potential of forests, *Science* 368: eaaz7005 (2020). • Barbara Haya et al., Managing uncertainty in carbon offsets: Insights from California's standardized approach, *Climate Policy* 20(9): 1112-26 (2020). • Michael Mastrandrea et al., Assessing California's progress toward its 2020 greenhouse gas emissions limit. *Energy Policy* 138: 111219 (2020). • Danny Cullenward et al., Tracking banking in the Western Climate Initiative cap-and-trade program. *Environmental Research Letters* 14: 124037 (2019). • David G. Victor et al., Prove Paris was more than paper promises. *Nature* 548: 25-27 (2017). • Andy Coghlan and Danny Cullenward, State Constitutional Restrictions on the Future of California's Carbon Market. *Energy Law Journal* 37(2): 219-63 (2016). Academic awards: • Philomathia Research Fellowship, UC Berkeley, 2013-2015 • Pro Bono Distinction, Stanford Law School, 2013 • David and Lucile Packard Stanford Graduate Fellowship, Stanford University, 2008-2012 • Kimmelman Family Graduate Fellowship in Environment & Resources, Stanford University 2012-2013

7. Is there anything in your personal or professional background that would conflict with serving on the Hearing Board? For example, do you have client relationship with a facility permitted by the Air District? Or do you have a relationship with an air quality advocacy organization that could potentially bring a case to the Hearing Board?

My personal and professional background would not present any conflict with service on the Hearing Board. It is possible, however, that my working relationships with organizations based in the San Francisco Bay Area could lead to actual, potential, or perceived conflicts of interest in specific matters. For example, I have consulted on state policy matters for the Asian Pacific Environmental Network (APEN) and Communities for a Better Environment (CBE); if APEN or CBE were parties before the Hearing Board, I would need to recuse myself. I take conflict management seriously and intend to recuse myself from any matter where my participation could reasonably create the appearance of impartiality, beyond and in addition to my ethical obligation to recuse myself from matters involving actual conflicts of interest. Where relevant, I would consult with the District's ethics advisers. In general, however, I do not anticipate a significant potential for conflicts.

8. What interests you the most about the opportunity to serve on the Air District's Hearing Board?

Service on the Hearing Board draws on my professional skills in a way that grounds me in my local community. This is particularly important to me because my professional focus on climate change mitigation involves highly abstract or technical issues, often in places that are far from my home in San Francisco. I am also motivated to serve because my work often critiques corruption, deception, and favoritism in environmental policy. It is important to me to participate directly in my community to advance equity in air pollution outcomes, provide fair treatment to all parties under the law, and uphold norms of good governance.

The following terms were accepted by the applicant upon submitting the online application:

By clicking on the 'Accept' button, I hereby certify that every statement I have made in this application is true and complete to the best of my knowledge. I understand that any false or incomplete answer may be grounds for not employing me or for dismissing me after I begin work. I understand that I will have to produce documentation verifying identity and employment eligibility in the U.S. I understand that I may be required to verify any and all information given on this application. I understand that this completed application is the property of the Air District and will not be returned. I understand the the Air District may contact prior employers and other references. I understand that I must notify the Human Resources Office at (415) 749-4980 of any changes in my name, address, or phone number.

This application was submitted by Danny Cullenward on 03/16/26 12:39 PM

EMPLOYMENT APPLICATION		
 Bay Area Air District	BAY AREA AIR DISTRICT 375 Beale Street Suite 600 San Francisco, California 94105 415-749-4980 http://www.baaqmd.gov	Received: 2/9/26 05:59 PM For Official Use Only: QUAL: _____ DNQ: _____ ☐ Experience ☐ Training ☐ Other: _____
	Maddox, Jeffrey A. KW-2025-HEARINGBOARD HEARING BOARD MEMBER 2026	
PERSONAL INFORMATION		
POSITION TITLE: HEARING BOARD MEMBER 2026	EXAM ID#: KW-2025-HEARINGBOARD	
NAME: (Last, First, Middle) Maddox, Jeffrey A.	SOCIAL SECURITY NUMBER: N/A	
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]	EMAIL ADDRESS: [REDACTED]	
HOME PHONE: [REDACTED]	NOTIFICATION PREFERENCE: Email	
LEGAL RIGHT TO WORK IN THE UNITED STATES? ☒ Yes ☐ No		
What is your highest level of education? Bachelor's Degree		
PREFERENCES		
MINIMUM COMPENSATION: \$0.00 per hour; \$0.00 per year	ARE YOU WILLING TO RELOCATE? ☐ Yes ☒ No ☐ Maybe	
WHAT TYPE OF JOB ARE YOU LOOKING FOR? Regular		
TYPES OF WORK YOU WILL ACCEPT: Part Time		
SHIFTS YOU WILL ACCEPT: Day		
OBJECTIVE: Hearing Board member as a PE		
EDUCATION		
DATES:	SCHOOL NAME:	
	University of Maryland, College Park	
LOCATION: (City, State/Province) College park, Maryland	DID YOU GRADUATE? ☒ Yes ☐ No	DEGREE RECEIVED: Bachelor's
MAJOR: Bachelors Degree		UNITS COMPLETED: 132- Quarter
WORK EXPERIENCE		
DATES: From: 6/2006 To: 1/2022	EMPLOYER: The Fire Consultants, Inc.	POSITION TITLE: Founding Principal
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		COMPANY URL: www.thefireconsultants.com
PHONE NUMBER: [REDACTED]	SUPERVISOR: Brian Gagnon - Principal	MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 8	
DUTIES: Principal in the office. Consulting to clients. Managing 9 employees		
REASON FOR LEAVING: Retired		
DATES: From: 9/1986 To: 5/2006	EMPLOYER: Rolf Jensen & Associates, Inc.	POSITION TITLE: Sr. Consultant
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		COMPANY URL: https://www.jensenhughes.com/
PHONE NUMBER: [REDACTED]	SUPERVISOR: Tom Dusza - Engr Manager	MAY WE CONTACT THIS EMPLOYER? ☐ Yes ☒ No
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 5	
DUTIES: Project management, Engineering supervisor, Client Consulting		
REASON FOR LEAVING: Start own company		
CERTIFICATES AND LICENSES		
TYPE: Fire Protection Engineer Professional Engineer		
LICENSE NUMBER: CA [REDACTED]	ISSUING AGENCY: California Board for Professional Engineers and Land Surveyors	

Skills
OFFICE SKILLS: Typing: Data Entry:
OTHER SKILLS:
LANGUAGE(S): English - ☐ Speak ☐ Read ☐ Write

ADDITIONAL INFORMATION
Nothing Entered For This Section

REFERENCES		
REFERENCE TYPE: Professional	NAME: Don Moeller	POSITION: Principal
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]
REFERENCE TYPE: Professional	NAME: Brian Gagnon	POSITION: Principle
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED] 7		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]
REFERENCE TYPE: Personal	NAME: Pete Stone	POSITION:
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]

Agency-Wide Questions

1. **How did you find out about this position?**
District Website
2. **If other, please tell us where.**
3. **Are you currently legally authorized to work in the United States on a full-time basis?**
Yes
4. **Do you now, or will you in the future, require sponsorship for employment visa status (e.g., H-1B visa status)?**
No
5. **Are you related to any Air District employee or Board member?**
No
6. **If related to a Air District employee or Board member, what is their name and their relationship to you?**
Not related
7. **Are you a current or former employee of the Air District?**
Yes
8. **Have you ever submitted an application to the Air District in the past?**
Yes

Job Specific Supplemental Questions**1. Which category are you interested in?**

Engineering

2. Please indicate if you are applying for the Principal Member position, the Alternate Member position, or both:

Principal Member

3. Please describe any experience or education that directly relates to air quality. Also describe any experience on Boards or Commissions, or in other similar settings where you have interacted with regulated entities and the public in a formal public proceeding.

Current member of the Hearing Board

4. The Hearing Board's workload varies, but it can meet as often as two or three times a month in person, almost always on Tuesdays. Meetings are often completed within three hours, but sometimes they can run all day. In addition, Hearing Board members may spend two hours or more reviewing materials in advance of a hearing. Given this schedule, do you believe that you have sufficient time to devote to the Hearing Board activities?

Yes

5. Please list professional, trade, or business associations held which relate to the Hearing Board category for which you are applying.

Society of Fire Protection Engineers, National Fire Protection Assoc

6. Please list relevant accomplishments, publications, or awards.

Fellow of SFPE

7. Is there anything in your personal or professional background that would conflict with serving on the Hearing Board? For example, do you have client relationship with a facility permitted by the Air District? Or do you have a relationship with an air quality advocacy organization that could potentially bring a case to the Hearing Board?

No

8. What interests you the most about the opportunity to serve on the Air District's Hearing Board?

air quality is an important aspect of Bay Area life

The following terms were accepted by the applicant upon submitting the online application:

By clicking on the 'Accept' button, I hereby certify that every statement I have made in this application is true and complete to the best of my knowledge. I understand that any false or incomplete answer may be grounds for not employing me or for dismissing me after I begin work. I understand that I will have to produce documentation verifying identity and employment eligibility in the U.S. I understand that I may be required to verify any and all information given on this application. I understand that this completed application is the property of the Air District and will not be returned. I understand the the Air District may contact prior employers and other references. I understand that I must notify the Human Resources Office at (415) 749-4980 of any changes in my name, address, or phone number.

This application was submitted by Jeffrey A. Maddox on 02/09/26 05:59 PM

EMPLOYMENT APPLICATION		
 Bay Area Air District	BAY AREA AIR DISTRICT 375 Beale Street Suite 600 San Francisco, California 94105 415-749-4980 http://www.baaqmd.gov	Received: 2/8/26 10:23 AM For Official Use Only: QUAL: _____ DNQ: _____ ☐ Experience ☐ Training ☐ Other: _____
	Dabir, Rajiv KW-2025-HEARINGBOARD HEARING BOARD MEMBER 2026	
PERSONAL INFORMATION		
POSITION TITLE: HEARING BOARD MEMBER 2026		EXAM ID#: KW-2025-HEARINGBOARD
NAME: (Last, First, Middle) Dabir, Rajiv		SOCIAL SECURITY NUMBER: [REDACTED]
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		EMAIL ADDRESS: [REDACTED]
HOME PHONE: [REDACTED]	ALTERNATE PHONE: [REDACTED]	NOTIFICATION PREFERENCE: Email
LEGAL RIGHT TO WORK IN THE UNITED STATES? ☒ Yes ☐ No		
What is your highest level of education? Master's Degree		
PREFERENCES		
ARE YOU WILLING TO RELOCATE? ☒ Yes ☐ No ☐ Maybe		
WHAT TYPE OF JOB ARE YOU LOOKING FOR? Regular		
TYPES OF WORK YOU WILL ACCEPT: Full Time		
SHIFTS YOU WILL ACCEPT: Day, Evening		
OBJECTIVE: As a successful Energy and Sustainability professional, I have 25+ years of progressively responsible experience in successfully developing and implementing short-term and long-term strategic plans, budgets, and partnerships to achieve a clean net-zero future. My expertise lies in producing results through innovation, which satisfy both internal and external stakeholders, and leading cross-functional teams to deliver value-add products and services.		
EDUCATION		
DATES: From: 7/2001 To: 7/2003	SCHOOL NAME: University of California, Los Angeles	
LOCATION:(City, State/Province) Los Angeles, California	DID YOU GRADUATE? ☒ Yes ☐ No	DEGREE RECEIVED: Master's
MAJOR: Master of Business Administration (MBA)		
DATES: From: 8/1986 To: 3/1988	SCHOOL NAME: Florida Institute of Technology	
LOCATION:(City, State/Province) Melbourne, Florida	DID YOU GRADUATE? ☒ Yes ☐ No	DEGREE RECEIVED: Other
MAJOR: Master of Science in Mechanical Engineering		
DATES: From: 7/1982 To: 7/1986	SCHOOL NAME: Indian Institute of Technology	
LOCATION:(City, State/Province) New Delhi, International	DID YOU GRADUATE? ☒ Yes ☐ No	DEGREE RECEIVED: Bachelor's
MAJOR: Bachelor of Science in Mechanical Engineering		
WORK EXPERIENCE		
DATES: From: 2/2024 To: Present	EMPLOYER: California Energy Commission	POSITION TITLE: Branch Manager
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		COMPANY URL: https://www.energy.ca.gov/programs-and-topics/topics/load-flexibility
PHONE NUMBER: [REDACTED]	SUPERVISOR: Scott Blunk - Deputy Director	MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 13	

DUTIES:

Lead the Load Flexibility Branch, consisting of Flexible Demand Appliance and Load Management Standards Teams, responsible for developing and implementing programs, policies and regulations that enable automated flexible demand, in a feasible, consumer-friendly, and cost-effective manner to achieve California's load flexibility, grid reliability, and carbon reduction goals.

Conceived, articulated, presented, and obtained approvals from Staff, Division Management, Commissioners, and external stakeholders to enable "Auto-flexing" standard for automated flexible demand in appliances expected to produce \$243 million in net benefits over 15 years and reduction in annual peak hour electricity use by 682 gigawatt hours.

Executed on key deliverables related to Load Management Standards implementation – compliance plans, statewide rate tool and data access to facilitate optimization of building performance by giving owners and occupants the necessary data or signals to automatically shift appliance electricity usage according to price, GHG intensity, or a Flex Alert.

Recipient of the 2024 State Leadership in Clean Energy Award for creating and adopting the first-in-the-world flexible demand appliance standard for residential swimming pool controls for water pumping and heating equipment. This program is estimated to avoid 394,000 metric tons of CO2e emissions with complete stock turnover by 2035.

REASON FOR LEAVING:

n/a

DATES:

From: 5/2023 To: 2/2024

EMPLOYER:

Dabir Associates

POSITION TITLE:

Principal

ADDRESS: (Street, City, State/Province, Zip/Postal Code)**PHONE NUMBER:****SUPERVISOR:**

Rajiv Dabir - Self

MAY WE CONTACT THIS EMPLOYER?

■ Yes □ No

HOURS PER WEEK:

40

OF EMPLOYEES SUPERVISED:

2

DUTIES:

Business consulting based on real world experience in Strategy, Planning and Operations to capital providers, B2B and B2C companies specializing in products and services for Renewables, Energy Storage, Energy Efficiency, Energy Procurement, Microgrids, Utilities, Transit and Fintech sectors.

REASON FOR LEAVING:

n/a

DATES:

From: 2/2022 To: 4/2023

EMPLOYER:

WSP USA Inc.

POSITION TITLE:

Senior Vice President

ADDRESS: (Street, City, State/Province, Zip/Postal Code)**PHONE NUMBER:****SUPERVISOR:**

Paula Gartner - District Lead

MAY WE CONTACT THIS EMPLOYER?

■ Yes □ No

HOURS PER WEEK:

40

OF EMPLOYEES SUPERVISED:

4

DUTIES:

Led the Sustainability, Energy and Climate Change Team which helps clients navigate a complex sustainability and energy transition landscape and unlock opportunities to reduce cost, create brand value and mitigate risk across the value chain, ultimately building more resilient organizations that can thrive in a changing global market.

Developed a comprehensive delivery plan for a major U.S. Utility to harden their grid infrastructure as part of their Wildfire Mitigation Plan. The plan included actionable measures to reduce costs and expedite delivery of moving 10,000 miles of power lines underground, with an initial goal of burying 3,600 miles by 2026.

Created and submitted detailed proposal for a major U.S. Airport to identify and analyze critical infrastructure assets and contingency planning for water (potable and fire protection), sanitary sewage, industrial waste, storm sewer, natural gas, electrical, telecom (fiber/copper), and aviation jet fuel. Implementation would allow the Airport to maintain business continuity after events like earthquakes, increased precipitation or intensity, increased temperatures, increased wildfires and impacted air quality, sea level rise, terrorism, cyberattack, resource disruption, unplanned outages from external utility providers.

*Exceeded all annual business goals for revenue growth, EBITDA, Utilization, Backlog and Days Sales Outstanding (DSO).

REASON FOR LEAVING:

Reduction in force

DATES:

From: 7/2019 To: 2/2022

EMPLOYER:

BAY AREA RAPID TRANSIT

POSITION TITLE:

Group Manager, Sustainability

ADDRESS: (Street, City, State/Province, Zip/Postal Code)**COMPANY URL:**

www.bart.gov

PHONE NUMBER:**SUPERVISOR:**

Val Menotti - Chief Planning & Development Officer

MAY WE CONTACT THIS EMPLOYER?

■ Yes □ No

HOURS PER WEEK:

40

OF EMPLOYEES SUPERVISED:

5

DUTIES:

Led the Sustainability and Energy Division teams (\$70M budget, 5 FTEs) responsible for procuring energy and implementing a long-term Sustainability Action Plan focused on reducing BART's and the Bay Area's environmental footprint by conserving energy, reducing emissions, reducing waste generation, conserving water, and adapting to climate changes.

Renegotiated 105MW of wholesale solar and wind PPAs to accelerate delivery of energy and progress against renewable energy commitments at a cost savings of \$2.9 million and no impact on the value of energy, Renewable Energy Credits (RECs) and System Resource Adequacy delivered.

Completed a Green-House-Gas (GHG) inventory and strategic action plan to reduce GHG emissions, increase energy efficiency, reduce water and waste.

Closed a \$12M On-Bill-Financing agreement with a local utility to finance LED lighting upgrades in 14 garage parking structures with 12GWh annual energy savings and \$30M total savings over 20 years.

Compiled and published annual Sustainability Reports (2019, 2020, 2021)

Secured post-issuance approval for BART's General Obligation Bonds from the Climate Bonds Standard Board.

REASON FOR LEAVING:

Better opportunity

DATES: From: 6/2016 To: 6/2019	EMPLOYER: Ygrene Energy Fund	POSITION TITLE: Senior Director
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
PHONE NUMBER: [REDACTED]	SUPERVISOR: Mark Colby - General Manager	MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No
HOURS PER WEEK: 40		
DUTIES: Responsible for Residential and Commercial Property Assessed Clean Energy (PACE) financing products (\$1B Sales, 4 FTEs) for energy efficiency, renewable energy, energy storage, water conservation, hurricane protection, electric vehicle charging and seismic upgrades. Identified, structured, negotiated, documented, and closed project finance transactions using \$200M in back levered debt and \$75M in partnership-flip type tax equity for 40MW of Solar and Energy Storage assets. Served as principal for renewable energy projects financing - responsible for business case, selecting financing sources, structuring the transaction, preparing pro forma economics, EPC, O&M, and origination platform contracts.		
REASON FOR LEAVING: Reduction in force; worked part-time for the last 6 months		
DATES: From: 11/2013 To: 5/2016	EMPLOYER: Sunrun / Sunedison	POSITION TITLE: Senior Director
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
PHONE NUMBER: [REDACTED]	SUPERVISOR: Gokul Krishnan - Vice President	MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 25	
DUTIES: At Sunrun and SunEdison, led a team of engineers, product/pricing and project finance managers (\$500M Sales, 20 FTEs) to design, develop and implement Solar and storage service products and services for the Residential and Small Commercial Solar markets in the U.S. for Sunrun, and, U.S., U.K. and Australia for SunEdison. Developed and executed a complete quote-to-cash cloud-based platform, which enabled Design, Sales, Financing and Operations for multiple channels and multiple product configurations (e.g. solar, solar + storage), resulting in 4x increase in customer contracts signed and executed. Conceived, designed and launched Customer-Owned and Third-Party-Owned Solar and Solar + Storage products (resulting in 30% increase in revenue and margin) which involved negotiating key financing partnerships, regulatory policy advocacy, prototyping, piloting, supply chain management, delivering great and consistent customer experience, sales tools and training.		
REASON FOR LEAVING: Company filed for bankruptcy.		
DATES: From: 7/2010 To: 11/2013	EMPLOYER: Pacific Gas & Electric	POSITION TITLE: Energy Solutions Manager
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		
PHONE NUMBER: [REDACTED]	SUPERVISOR: Maril Wright - Senior Director	MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 15	
DUTIES: Led a team of engineers, solutions marketing, financial analysts, channel and product managers (\$40M 3-yr budget, 15 FTEs) to design, develop and implement energy efficiency and renewable energy products and services for the Residential, Small Medium Business, Commercial and Industrial markets. Rationalized product portfolio and executed a cost-effective point-of-sale platform with top 3 national retailers (Sears, Best Buy and Home Depot) resulting in a 50% increase in adoption of energy efficient appliances and 92% customer satisfaction in the Residential market. Created and Implemented product roadmap resulting in increased revenue from new and existing products through cost containment, feature enhancements and diversified channels of distribution for the Small Medium Business market. Implemented an Integrated Energy Efficiency plan (Emerging Technologies, Rebates and Codes & Standards) which resulted in 769 GWh/yr electricity savings (52% increase) equivalent to 530K metric tons of Green House Gas reductions and \$505M energy bill savings in 2020 for 5.1M California customers; American Council for an Energy-Efficient Economy (ACEEE) Champion of Energy Efficiency in Buildings Award recipient.		
REASON FOR LEAVING: Growth opportunity		

CERTIFICATES AND LICENSES

TYPE: Professional Engineer (PE)	
LICENSE NUMBER: [REDACTED]	ISSUING AGENCY: State of California
TYPE: Certified Energy Manager (CEM)	
LICENSE NUMBER: [REDACTED]	ISSUING AGENCY: Association of Energy Engineers
TYPE: Project Management Professional (PMP)	
LICENSE NUMBER: [REDACTED]	ISSUING AGENCY: Project Management Institute

Skills

Nothing Entered For This Section**ADDITIONAL INFORMATION****Nothing Entered For This Section****REFERENCES**

REFERENCE TYPE: Professional	NAME: Max Bloom	POSITION:
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]
REFERENCE TYPE: Professional	NAME: Mark Colby	POSITION:
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]
REFERENCE TYPE: Professional	NAME: Kent Harrison	POSITION:
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]
REFERENCE TYPE: Professional	NAME: Thane Meads	POSITION:
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]
REFERENCE TYPE: Professional	NAME: Monica Meagher	POSITION:
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]

Agency-Wide Questions

1. **How did you find out about this position?**
District Bulletin Board
2. **If other, please tell us where.**
3. **Are you currently legally authorized to work in the United States on a full-time basis?**
Yes
4. **Do you now, or will you in the future, require sponsorship for employment visa status (e.g., H-1B visa status)?**
No
5. **Are you related to any Air District employee or Board member?**
No
6. **If related to a Air District employee or Board member, what is their name and their relationship to you?**
n/a
7. **Are you a current or former employee of the Air District?**
No
8. **Have you ever submitted an application to the Air District in the past?**
Yes

Job Specific Supplemental Questions

1. Which category are you interested in?

Engineering

2. Please indicate if you are applying for the Principal Member position, the Alternate Member position, or both:

Both

3. Please describe any experience or education that directly relates to air quality. Also describe any experience on Boards or Commissions, or in other similar settings where you have interacted with regulated entities and the public in a formal public proceeding.

I am currently serving as a Principal Member of the Bay Area Air Quality Management District Hearing Board in the Professional Engineer category (appointed October 4, 2023). In this quasi-judicial role, I evaluate technical evidence, weigh legal arguments, and deliberate on matters such as variance requests, permit disputes, and abatement orders with a focus on protecting public health while ensuring regulatory fairness. Professionally, I bring over 25 years of experience at the intersection of energy systems, environmental policy, infrastructure resilience, and regulatory compliance. As Branch Manager at the California Energy Commission, I lead statewide programs and regulations designed to reduce greenhouse gas emissions, improve grid reliability, and enable flexible demand — initiatives expected to deliver significant emissions reductions while maintaining system reliability. Previously, as Sustainability Group Manager at Bay Area Rapid Transit, I oversaw energy procurement and implementation of a long-term sustainability strategy focused on reducing emissions, conserving resources, and adapting infrastructure to climate risks. My career has required regular engagement with regulatory agencies including the CPUC, CEC, CARB, DOE, and CAISO, as well as extensive experience presenting complex technical matters to publicly elected boards and governing bodies. This combination of engineering licensure, executive leadership, and real-world regulatory experience allows me to evaluate cases holistically — considering technical feasibility, environmental outcomes, operational constraints, and community impact.

4. The Hearing Board's workload varies, but it can meet as often as two or three times a month in person, almost always on Tuesdays. Meetings are often completed within three hours, but sometimes they can run all day. In addition, Hearing Board members may spend two hours or more reviewing materials in advance of a hearing. Given this schedule, do you believe that you have sufficient time to devote to the Hearing Board activities?

Yes. I have successfully balanced the responsibilities of my current executive role with my ongoing service as a Principal Hearing Board Member and fully understand the preparation and attendance requirements. I prioritize public service commitments and maintain schedule flexibility to ensure I can thoroughly review case materials, participate in hearings, and contribute meaningfully to deliberations. My continued service demonstrates both my capacity and my commitment to fulfilling these responsibilities at a high level.

5. Please list professional, trade, or business associations held which relate to the Hearing Board category for which you are applying.

• Institute of Electrical and Electronics Engineers (IEEE), Power & Energy Society • Association of Energy Engineers (Certified Energy Manager) • Project Management Institute (Project Management Professional) These affiliations support my ongoing professional development and keep me current on emerging technologies, regulatory trends, and best practices related to energy systems and environmental performance.

6. Please list relevant accomplishments, publications, or awards.

• Recipient of the Clean Energy States Alliance State Leadership in Clean Energy Award for developing the first-in-the-world flexible demand appliance standard. • American Council for an Energy-Efficient Economy Champion of Energy Efficiency Award for advancing statewide codes and standards. • Delivered \$1.2 billion in renewable energy financing supporting approximately 300 MW of installations. • Executed 105 MW of wind and solar contracts and achieved 100% greenhouse-gas-free electricity purchases. Collectively, these accomplishments reflect a career dedicated to measurable environmental outcomes, regulatory integrity, and public benefit.

7. Is there anything in your personal or professional background that would conflict with serving on the Hearing Board? For example, do you have client relationship with a facility permitted by the Air District? Or do you have a relationship with an air quality advocacy organization that could potentially bring a case to the Hearing Board?

No. I do not maintain client relationships with facilities permitted by the Air District, nor do I have affiliations with advocacy organizations that could present matters before the Hearing Board. I understand the importance of impartiality in a quasi-judicial setting and remain committed to transparency, disclosure, and recusal should any potential conflict arise.

8. What interests you the most about the opportunity to serve on the Air District's Hearing Board?

My motivation to serve stems from a longstanding commitment to advancing environmental stewardship through technically sound and equitable decision-making. Having already served on the Hearing Board, I have developed a deep appreciation for its critical role in balancing environmental protection with practical operational realities. The Board's work directly safeguards public health while ensuring due process — responsibilities I approach with rigor, independence, and respect for the communities we serve. The Bay Area is a global leader in climate action, and I am honored to contribute my engineering expertise, regulatory experience, and public-sector leadership to support the Air District's mission. Continued service would allow me to build on existing institutional knowledge and help ensure consistent, high-quality adjudication during a period of accelerating environmental and technological change.

The following terms were accepted by the applicant upon submitting the online application:

By clicking on the 'Accept' button, I hereby certify that every statement I have made in this application is true and complete to the best of my knowledge. I understand that any false or incomplete answer may be grounds for not employing me or for dismissing me after I begin work. I understand that I will have to produce documentation verifying identity and employment eligibility in the U.S. I understand that I may be required to verify any and all information given on this application. I understand that this completed application is the property of the Air District and will not be returned. I understand that the Air District may contact prior employers and other references. I understand that I must notify the Human Resources Office at (415) 749-4980 of any changes in my name, address, or phone number.

This application was submitted by Rajiv Dabir on 02/08/26 10:23 AM

Summary:

- ✓ 25+ years of demonstrated accomplishments in Products & Services, Policy, Planning, Engineering, Construction, Maintenance and Operations with corporates, government agencies and investor-owned utilities (IOU) with a focus on innovative leadership at the intersection of data, technology and project finance.
- ✓ Professional Engineer (PE), Certified Energy Manager (CEM), Patents holder, Project Management Professional (PMP) and Environmental Social Governance (ESG) Specialization with the Corporate Finance Institute (CFI).
- ✓ Working experience with government and regulatory agencies (CPUC, CEC, CARB, DOE), CAISO, utilities (PG&E, SCE, SDG&E, SMUD, HECO, FPL and others), standards (Title 24, LEED, Envision, Title 20, Energy Star), national laboratories (PNNL, LBNL).
- ✓ Recognized for ability to identify key drivers of emerging sustainability challenges and implement appropriate business and technical solutions for utilities/aggregators/enterprises addressing resiliency, energy efficiency, energy procurement, demand response, distributed generation/storage, EV charging, smart meters and microgrids, in collaboration with internal departments and key partners at the regional, state and federal level.
- ✓ Servant leader focused on building/retaining high-performing teams, succession planning and leading by example to proactively model diversity, equity, inclusion, accountability, and stewardship.

Core executive skills:

- Setting strategic enterprise priorities
- Innovative, cost-effective products/services
- Contracts development and management
- Financial modeling and analysis
- Agile, Predictive, Hybrid project management
- Data-based decision making
- Project Finance – PPA/Lease/Loan
- Energy market dynamics
- Cross-functional collaboration
- Building and directing global teams

Career highlights:

Environmental

- Delivered \$1.2B in renewable energy financing for 300MW of residential installations equivalent to powering 50,000 homes yearly.
- Achieved 100% GHG-free electricity purchases, executed 105MW of wind and solar contracts and met Scope 1 and 2 GHG emission, energy usage, water usage and waste reduction goals.
- Awarded the American Council for an Energy-Efficient Economy (ACEEE) Champion of Energy Efficiency in Buildings Award for advancing energy efficiency codes and standards in California and helping spur actions in the rest of the United States.
- Awarded the Richard A. Clarke Environmental Leadership Award for Retail Strategy and Engagement.
- Awarded Clean Energy States Alliance's State Leadership in Clean Energy Award for the first-in-the-world flexible demand appliance standard for residential swimming pool controls for water pumping and heating equipment in California.

Social

- Developed a complete cloud-based quote-to-cash platform which allowed residential solar contractors to create custom proposals, select financing and have e-signed contracts - all in one visit; at the back end the platform allowed for effective engineering, procurement, construction and permitting (utility and building code) resulting in an industry-high Net Promoter Score (NPS).
- Met all affordable housing, disadvantaged business, and small business goals for Transit Oriented Development (TOD) – housing and jobs near transit to allow for communities to grow with minimum congestion and environmental impacts.
- Achieved all requirements of the Supplier Diversity Program when contracting with third parties; created and led a Joint Venture (JV) with minority/disadvantaged businesses.

Governance

- Formed and led Energy Risk and Sustainability Committees; published annual sustainability reports.
- Closed a On-Bill-Financing (OBF) agreement with a local utility which allowed for Utility rate payer funds to be used on public transit to enhance safety and customer experience while saving money on energy bills for the public transit system - a win-win for all parties involved.
- Presented and gained approval, in a public setting, from a publicly elected Board on several energy and sustainability initiatives.

Employment:

California Energy Commission

Branch Manager, Load Flexibility

Feb. 2024 – present

Lead the Load Flexibility Branch, consisting of Flexible Demand Appliance and Load Management Standards Teams, responsible for developing and implementing programs, policies and regulations that enable automated flexible demand, in a feasible, consumer-friendly, and cost-effective manner to achieve California's load flexibility, grid reliability, and carbon reduction goals.

- ✓ Conceived, articulated, presented, and obtained approvals from Staff, Division Management, Commissioners, and external stakeholders to enable "Auto-flexing" standard for automated flexible demand in appliances expected to produce \$243 million in net benefits over 15 years and reduction in annual peak hour electricity use by 682 gigawatt hours.
- ✓ Executed on key deliverables related to Load Management Standards implementation – compliance plans, statewide rate tool and data access to facilitate optimization of building performance by giving owners and occupants the necessary data or signals to automatically shift appliance electricity usage according to price, GHG intensity, or a Flex Alert.
- ✓ Recipient of the 2024 State Leadership in Clean Energy Award for creating and adopting the first-in-the-world flexible demand appliance standard for residential swimming pool controls for water pumping and heating equipment. This program is estimated to avoid 394,000 metric tons of CO₂e emissions with complete stock turnover by 2035.

Dabir Associates

Principal Owner

May 2023 – Feb. 2024

Business consulting based on real world experience in Strategy, Planning and Operations to capital providers, B2B and B2C companies specializing in products and services for Renewables, Energy Storage, Energy Efficiency, Energy Procurement, Microgrids, Utilities, Transit and Fintech sectors.

WSP USA Inc.

Senior Vice President, Energy

Feb. 2022 – April 2023

Formed and led the Sustainability, Energy and Climate Change Team for Northern California resulting in \$2.5M earned revenue in 2022 and a pipeline of secured contracts forecasted to exceed earned-revenue goal of \$5M for 2023. The scope of work included feasibility, engineering, environmental and advisory services for microgrids, EV charging infrastructure and data centers.

- ✓ Developed a comprehensive delivery plan for a major U.S. Utility to harden their grid infrastructure as part of their Wildfire Mitigation Plan. The plan included actionable measures to reduce costs and expedite delivery of moving 10,000 miles of power lines underground, with an initial goal of burying 3,600 miles by 2026. Planning, engineering, environmental and advisory services forecast of \$200M over the next 10 years.
- ✓ Created and submitted detailed proposal for a major U.S. Airport to identify and analyze critical infrastructure assets and contingency planning for water (potable and fire protection), sanitary sewage, industrial waste, storm sewer, natural gas, electrical, telecom (fiber/copper), and aviation jet fuel. Implementation would allow the Airport to maintain business continuity after events like earthquakes, increased precipitation or intensity, increased temperatures, increased wildfires and impacted air quality, sea level rise, terrorism, cyberattack, resource disruption, unplanned outages from external utility providers. Planning, environmental, and advisory services forecast - \$5M over next 3 years.
- ✓ Led the formation of a Joint Venture consisting of more than 50% participation from local and disadvantaged business enterprises – micro, small, minority-owned, woman-owned, and disabled veteran-owned.

Bay Area Rapid Transit (BART)

Sustainability Group Manager

July 2019 – Feb. 2022

Led the Sustainability and Energy Division teams (\$70M budget) responsible for procuring energy and implementing a long-term Sustainability Action Plan focused on reducing BART's and the Bay Area's environmental

footprint by conserving energy, reducing emissions, reducing waste generation, conserving water, and adapting to climate changes.

- ✓ Renegotiated 105MW of wholesale solar and wind PPAs to accelerate delivery of energy and progress against renewable energy commitments at a cost savings of \$2.9 million and no impact on the value of energy, Renewable Energy Credits (RECs) and System Resource Adequacy delivered.
- ✓ Completed a Green-House-Gas (GHG) inventory and strategic action plan to reduce GHG emissions, increase energy efficiency, reduce water and waste.
- ✓ Closed a \$12M On-Bill-Financing agreement with a local utility to finance LED lighting upgrades in 14 garage parking structures with 12GWh annual energy savings and \$30M total savings over 20 years.
- ✓ Compiled and published annual Sustainability Reports ([2019](#), [2020](#), [2021](#)); secured post-issuance approval for BART's General Obligation Bonds from the Climate Bonds Standard Board.
- ✓ Hired, on-boarded and coached high-caliber diverse team members and interns.
- ✓ Oversaw the work of partners, attorneys, and consultants, ensuring that there is equity in the partner/consultant procurement process and innovation in the process.

Ygrene Energy Fund

Senior Director

May 2016 – May 2019

Responsible for Residential and Commercial Property Assessed Clean Energy (PACE) financing products (\$1B Sales) for energy efficiency, renewable energy, energy storage, water conservation, hurricane protection, electric vehicle charging and seismic upgrades.

- ✓ Identified, structured, negotiated, documented, and closed project finance transactions using \$200M in back levered debt and \$75M in partnership-flip type tax equity for 40MW of Solar and Energy Storage assets.
- ✓ Served as principal for renewable energy projects financing - responsible for business case, selecting financing sources, structuring the transaction, preparing pro forma economics, EPC, O&M, and origination platform contracts.

SunEdison / Sunrun

Senior Director / Director

Nov. 2013 – May 2016

At Sunrun and SunEdison, led a team of engineers, product/pricing and project finance managers (\$500M Sales) to design, develop and implement Solar and storage service products and services for the Residential and Small Commercial Solar markets in the U.S. for Sunrun, and U.S., U.K., and Australia for SunEdison.

- ✓ Developed and executed a complete quote-to-cash cloud-based platform, which enabled Design, Sales, Financing and Operations for multiple channels and multiple product configurations (e.g., solar, solar + storage), resulting in 4x increase in customer contracts signed and executed.
- ✓ Conceived, designed, and launched Customer-Owned and Third Party-Owned (TPO) Solar and Solar + Storage products (resulting in 30% increase in revenue and margin) which involved negotiating key financing partnerships, regulatory policy advocacy, prototyping, piloting, supply chain management, delivering great and consistent customer experience, sales tools and training.

Pacific Gas & Electric Co.

Manager, Energy Solutions

July 2010 – Nov. 2013

Led a team of engineers, solutions marketing, financial analysts, channel and product managers (\$40M budget) to design, develop and implement energy efficiency and renewable energy products and services for the Residential, Small Medium Business, Commercial and Industrial markets under this Investor-Owned Utility (IOU) regulated by the California Public Utilities Commission (CPUC).

- ✓ Rationalized product portfolio and executed a cost-effective point-of-sale platform with top 3 national retailers (Sears, Best Buy and Home Depot) resulting in a 50% increase in adoption of energy efficient appliances and 92% customer satisfaction in the Residential market.
- ✓ Created and Implemented product roadmap resulting in increased revenue from new and existing products through cost containment, feature enhancements and diversified channels of distribution for the Small Medium Business market.
- ✓ Implemented an Integrated Energy Efficiency plan (Emerging Technologies, Rebates and Codes & Standards), in coordination with the CPUC and California Energy Commission (CEC), which resulted in 769 GWh/year

Rajiv Dabir, MSME, MBA, PMP, PE, CEM

electricity savings (52% increase) equivalent to 530K metric tons of Green House Gas reductions and \$505M energy bill savings in 2020 for 5.1M California customers; American Council for an Energy-Efficient Economy (ACEEE) Champion of Energy Efficiency in Buildings Award recipient.

- ✓ Hired, on-boarded and coached high-caliber diverse team members and interns.
- ✓ Oversaw the work of partners, attorneys, and consultants, ensuring that there is equity in the partner/consultant procurement process and innovation in the process.

Purcell Systems

Vice President, Products

March 2008 – March 2010

Directed all corporate Product Management strategies, which include P&L, Life Cycle Management and Product Development for an \$80M annual portfolio of products for the Telecommunications, Cable and Utility/Energy industries. The company was acquired by EnerSys Energy Solutions.

- ✓ Point person responsible for product/technology consolidation and new product development resulting in 25% revenue growth and 40% gross-margin increase across all product lines.
- ✓ Hired, developed, and led a team of product managers and engineers (10 FTEs) in the development of a new product lines (remote-wireless cell-site and Central-Office Data-Center control and monitoring, high-efficiency AC-DC rectification, low-energy high-reliability zone cooling) which reduced customers' operating expenses by 80% and increased corporate revenue by over 10%.
- ✓ Spearheaded strategic planning and product development activities to penetrate emerging smart grid and related energy/utility markets.

Spraycool

Vice President, Products

May 2005 – Jan.

2008

Developed, executed, and managed business development, marketing, product development and operations for an emerging liquid-cooling technology startup focused on an energy-efficiency platform for the Data Center industry. The company was acquired by Parker Aerospace.

- ✓ Planned and executed product development processes that incorporated innovation, portability, design for manufacturability and mass customization, leading to product release in 6 months at 50% lower development costs, demonstrated energy efficiency increase of 22% and computing density gain of 45%.
- ✓ Spearheaded key partnerships with industry-leading cooling equipment (APC and Emerson), server manufacturers (Dell, HP, and IBM) and utilities (Avista and PG&E); successfully managed completion of field trials at key customers' Data Centers - Pacific Northwest National Laboratory (PNNL), Callison, Dell, APC and Mountain Gear.
- ✓ Key contributor in all activities leading to acquisition of the company.

Rain Bird

Senior Product Manager

May 2003 – May

2005

Managed design and execution of all product development activities for a line of products for the Accessories division of this \$25M global leader in the Irrigation industry.

- ✓ Developed and launched a networked and wireless sprinkler controller coupled with cloud-based scheduling which provided easy, accessible, low-maintenance and water-savings (up to 50% when integrated with weather data and sensors) control of landscape irrigation for commercial and residential markets.
- ✓ Quadrupled market share from 6% to 25% and doubled gross margin from 30% to 60% by offering a new low-cost value-add saddle tee product at a lower price than the competition.

Pertek Engineering Co.

Partner

May 1998 – May 2003

Professional project management, product development cost reduction, getting to market faster, reducing manufacturing cost and complexity, and business development for this \$5M product development consultancy.

Products included - World's first, NEBS compliant, field-replaceable, application server with a MTTR of 90 seconds; Disposable flow-thru tube used with a digital spirometer to measure lung capacity; Fiber-Optic transmitter

Rajiv Dabir, MSME, MBA, PMP, PE, CEM

and receiver link for cellular phones; Outdoor system Booster Combiner to improve building penetration for wireless operators; Customized solutions for multi-carrier amplifiers used for various technologies including 3G; Compact, low-cost and easy-to-use laser vibrometer.

- ✓ Increased client base by 20% through identifying prospective customers, presenting the company's value in a compelling manner, developing proposals that addressed the needs and concerns of the customers, persistently following up and knowing when to close the deal.
- ✓ Conceived and implemented in-house manufacturing services for clients in the High-Tech industry, which improved time-to-market by 50% and reduced development costs by 25%.

AeroVironment Inc.

Senior Product Engineer
1998

May 1996 – May

Product development of energy management and battery charging products for this \$175M global leader in energy systems for the material handling, automotive and airline industries. AeroVironment developed for General Motors the first mass-produced and purpose-designed electric vehicle (EV1) of the modern era; PosiCharge, first of its kind EV charger, was initially launched to support charging the EV1.

- ✓ Led the PosiCharge product team consisting of engineers, technicians, and draftsmen (20 FTEs); Supervised, recruited, motivated and developed engineers in a team environment.
- ✓ Responsible for overall product design, manufacturing, and testing of Fast Charge stations (60kW and 125kW) used on electric and hybrid-electric vehicles, batteries, and powertrains.
- ✓ Developed and tracked schedule (10 months) and budget (\$2.5M) for timely release of demonstration and production units.
- ✓ Coordinated engineering change control, Failure Modes and Effects Analysis (FMEA), quality improvement, production-related issues, and customer feedback.

Awards and honors:

- 2024 Clean Energy State Alliance (CESA) – Clean Energy Award – [Flexible Demand Appliance Standards in Pool Controls](#).
- 2023 [Project Management Professional \(PMP\)](#), ID# [REDACTED]
- 2023 [Environmental, Social & Governance \(ESG\) Specialization](#), ID# [REDACTED]
- 2019 [Certified Energy Manager \(CEM\)](#), ID# [REDACTED]
- 2019 [Deep Learning Specialization](#) (deeplearning.ai).
- 2017 [OSHA 10-hour Construction Safety and Health](#), Card# [REDACTED]
- 2012 American Council for an Energy-Efficient Economy (ACEEE) Champion of Energy Efficiency in Buildings Award – awarded to California Utilities' Statewide Codes and Standards Team for providing valuable assistance in advancing energy efficiency codes and standards in California and helping spur actions in the rest of the United States.
- 2012 Richard A. Clarke Environmental Leadership Award for Retail Strategy and Engagement.
- 2011 [Pragmatic Marketing](#)® Certification.
- 2010 Awarded patent [D622,709](#) – Wireless receiver unit for an irrigation flow control device.
- 2007 Awarded patent [7,219,684](#) – Saddle tee and tool for irrigation lines.
- 2005 Competent Toastmaster (CTM), Toastmasters International.
- 1996 [Professional Engineer \(PE\)](#), License# [REDACTED], State of California.
- 1992 Certificate Award in Effective Employee Management, California State University, Fullerton.
- 1984 Certificate of Merit awarded for securing 1st place in National Design contest for design and demonstration of a self-propelled flying object.

Professional affiliations:

Institute of Electrical and Electronic Engineers (IEEE), Power and Energy Society
Association of Energy Engineers (AEE)
Project Management Institute (PMI)

Education:

- Master of Business Administration (MBA) with Distinction

July 2001 – July 2003

Rajiv Dabir, MSME, MBA, PMP, PE, CEM

University of California, Los Angeles, USA.

- Master of Science in Mechanical Engineering (MSME) with Distinction Aug. 1986 – March 1988
Florida Institute of Technology, Melbourne, USA.
- Bachelor of Science in Mechanical Engineering (BSME) July 1982 – July 1986
Indian Institute of Technology, New Delhi, India.

MSME Thesis: Finite Element Analysis of Heat, Mass, and Momentum Transfer in Hygroscopic Duct Systems (Adviser: Dr. A. A. Kerestecioglu). The analysis was conducted on a roof duct radiator system for a novel passive cooling technique for residential buildings, located in humid climates, which combined the moisture removal capabilities of desiccant materials and the heat rejection capabilities of night sky radiation. Passive cooling for residential buildings in humid climates obviates the need for expensive vapor-compression (A/C) cooling techniques and reduces the demand on the grid.

MBA Field Study: As part of an International Field Study Team, analyzed channel attractiveness, product category attractiveness, retailer relationship management, and marketing mix optimization, for the French toy market and made actionable and portable recommendations to Mattel (\$5.7B toy maker) that would double sales in 2-4 years.

Publications:

Kerestecioglu, A., Swami, M., **Dabir, R.**, Razzaq, N., Fairey, P., Florida Solar Energy Center, 1988, “Theoretical and Computational Investigation of Algorithms for Simultaneous Heat and Moisture Transport in Buildings”, Task 2 Final Report prepared for U.S. Department of Energy, Gas Research Institute and Florida Power & Light Company.

Other:

- [Grid Alternatives](#) Volunteer – 10 rooftop solar installations in low-income communities.
- Carriage Hills Community Engagement – I serve as a go-to person, in my neighborhood, for all issues related to power (outages, wildfire mitigation, utility bills, solar, energy storage, generators, NEM etc.).

Professional References:

■ [Redacted]
■ [Redacted]
■ [Redacted]
■ [Redacted]
■ [Redacted]
■ [Redacted]
■ [Redacted]



Hearing Board Member Appointments

Board of Directors Meeting

October 7, 2026

Hyacinth Hinojosa
Deputy Executive Officer
Finance & Administration

AGENDA: 20

Background

40801. Membership

A hearing board shall consist of:

- (a) One member admitted to the practice of law in this state.
- (b) One member who is a professional engineer registered as such pursuant to the Professional Engineers Act (Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code).
- (c) One member from the medical profession whose specialized skills, training, or interests are in the fields of environmental medicine, or occupational/toxicologic medicine.
- (d) Two public members

Vacancies

Two current incumbents have terms expiring (2) October 4, 2026, and are seeking re-appointment for another term:

- Rajiv Dabir – Principal member (Professional Engineer Category)
- Jeffery Maddox – Alternative member (Professional Engineer Category)

Two current incumbents have terms expiring (2) November 1, 2026, and are seeking re-appointment for another term:

- Barbara Toole O'Neil – Principal member B (Public Category)
- Danny Cullenward – Alternate member B (Public Category)

There is also one seat for which there is not a current incumbent seeking re-appointment:

- Alternate Member (Medical) - Currently vacant

Recruitment

- The recruitment for this position was posted on January 20, 2026, and applications were due March 6, 2026
- Outreach and advertisement included listing on eleven job boards, including those focusing on diversity, volunteering, and medical professions

Current Hearing Board Members and Terms

Current Hearing Board Roster and Vacancy Status <i>As of June 2026</i>				
Attorney Category				
Principal Member	Valerie Armento, Chair	Santa Clara County	Current term expires 4/2/28	Served 10 years, 10 months
Alternate Member	Stephanie Oxley	Contra Costa County	Current term expires 5/7/28	Served 1 year, 1 month
Medical Category				
Principal Member	Peter Chiu	Santa Clara County	Current term expires 4/2/28	Served 13 years, 2 months
Alternate Member	Vacant		Vacant	
Professional Engineer Category				
Principal Member	Rajiv Dabir	Contra Costa County	Current term expires 10/4/26	Served 2 years, 8 months
Alternate Member	Jeff Maddox	Contra Costa County	Current term expires 10/4/26	Served 2 years, 8 months
Public Category				
Principal Member A	Amelia Timbers	Contra Costa County	Current term expires 4/2/28	Served 4 years, 2 months
Alternate Member A	Wayne Farrens	Alameda County	Current term expires 5/7/28	Served 1 year, 1 month
Principal Member B	Barbara Toole O'Neil, Vice Chair	San Mateo County	Current term expires 11/1/26	Served 9 years, 1 month
Alternate Member B	Danny Cullenward	San Francisco County	Current term expires 11/1/26	8y, 10m (Principal for 3 years, previously)

Current Hearing Board Members Attendance

Hearing Board Attendance (Current Members Only) submitted 6/15/26

Hearing Date	PRINCIPALS					ALTERNATES			
	V. Armento (Chair) Attorney Category	B. Toole O'Neil (Vice Chair) Member A, Public Category	A. Timbers Member B, Public Category	P. Chiu Medical Category	R. Dabir PE Category	D. Cullenward Member A, Public Category	J. Maddox PE Category	S. Oxley Attorney Category	W. Farrens Member B, Public Category
2024									
1/23/2024	X	Not present	X	RECUSED	X	X	X		
2/6/2024	X	Not present	X	RECUSED	X	X	Not present		
2/27/2024	X	X	X	Not present	Not present	X	X		
4/16/2024	X	X	X	X	X	Not present	X		
6/25/2024	X	X	X	X	X	Not present	Not present		
7/30/2024	X	X	X	Not present	Not present	Not present	X		
9/10/2024	X	X	X	X	Not present	Not present	X		
9/17/2024	X	X	X	X	X	X	Not present		
10/8/2024	X	X	Not present	X	X	Not present			
10/29/2024	X	X	X	X	Not present	Not present	Not present		
2025									
2/18/2025	X	X	X	X	Not present	X	X		
5/27/2025	X	Not present	X	X	X	Not present	Not present	X	X
7/15/2025	X	X	Not present	X	X	Not present	Not present	X	X
8/5/2025	X	X	Not present	X	X	X	Not present	X	X
9/9/2025	X	X	X	X	Not present	Not present	X	Not present	Not present
11/18/2025	Not present	X	Not present	RECUSED	Not present	X	X	RECUSED	X
2026									
3/24/2026	Not present	X	X	X	X	Not present	Not present	Not present	X
4/7/2026	X	X	X	X	X	X	Not present	Not present	Not present
5/19/2026	X	X	Not present	X	X	X	Not present	X	X

"X" means "present"

Gray indicates that the member was not yet appointed to the Hearing Board

Suggestion for Recommending Candidates

FAC Ad Hoc Committee & staff recommend reappointment of the four current Hearing Board members seek reappointment for additional terms:

- Rajiv Dabir – Principal member (Professional Engineer Category)
- Jeffery Maddox – Alternative member (Professional Engineer Category)
- Barbara Toole O’Neil – Principal member B (Public Category)
- Danny Cullenward – Alternate member B (Public Category)

Conduct interview of only candidate for the one position for which there is no currently-serving incumbent seeking reappointment:

- Medical Alternate: 1 interview (only medical applicant)

Recommend candidate based on interview

INTERVIEW & DISCUSSION

BAY AREA AIR DISTRICT
Memorandum

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

From: Philip M. Fine
Executive Officer/APCO

Date: October 7, 2026

Re: Recommendations to Strengthen Collaboration between the Community
Advisory Council and the Board of Directors

RECOMMENDED ACTION

Approve the proposed implementation of the Community Advisory Council recommendations to strengthen collaboration between the Board of Directors and the Council.

BACKGROUND

Members of the Community Advisory Council (CAC) have expressed interest in having more meetings with the leadership of the Air District's Board of Directors and developing ongoing communication pathways for the CAC to share information and discuss environmental justice priorities. Currently, the CAC and Board of Directors communicate through (1) meetings between the CAC Co-Chairs and the Chair of the Board, and (2) formal presentations of informational and action items to the Board of Directors and the Community Equity, Health, and Justice (CEHJ) Committee. This item explores recommendations the CAC has for increasing opportunities for relationship-building, continuous information-sharing, and collaborations.

On April 8, 2026, Co-Chairs Latasha Washington and William Goodwin presented recommendations for strengthening the CAC Board Collaboration and the CAC is bringing these recommendations to the Board to be considered and implemented.

The following are the seven Community Advisory Council recommendations for consideration:

1. Council member liaisons participate in Board and/or Standing Committee meetings as non-voting guests in discussions
2. Board member liaisons participate in CAC meetings as a non-voting guests in the discussions

3. Annual joint retreats are held between the Council and Board of Directors
4. Opportunities are provided for Council members to present informational items at Board and Standing Committee meetings
5. Informal meetings occur every 6 months between Council Co-Chairs, Board Leadership, and Air District staff leadership
6. New Council members have a meet and greet with the Board member (s) representing their geographical area
7. Board members go on a toxic tour of the jurisdiction they represent along with Council members from that area, whenever possible

DISCUSSION

Air District staff developed implementation guidance for each recommendation.

Recommendation 1: Council member liaisons participate in Board and/or Standing Committee meetings as non-voting guests in discussions

This recommendation could be implemented with the CAC nominating one Co-Chair each year to act as the Community Advisory Council Liaison to the Board of Directors. The Co-Chair will participate in Board and/or Standing Committee meetings throughout the year as a non-voting guest in discussions. Air District staff suggest this should be the same Co-Chair throughout the year to ensure continuity and information sharing. The CAC Co-Chair that is nominated and participates as a liaison to the Board of Directors will not count toward a quorum, or participate in closed session, in any meeting of the Board of Directors or Committees of the Board. In collaboration with the CAC, Air District staff believe this can launch as early as January 2027.

Recommendation 2: Board member liaisons participate in CAC meetings as a non-voting guests in the discussions.

This recommendation could be met with the Chair or Vice Chair of the Board of Directors serving as the first liaison to the CAC; understanding alternate liaisons may serve on an ad hoc basis. Once implemented, the Board Liaison and the Community Advisory Council Liaison can work together on information sharing. Like recommendation 1, the Air District, in collaboration with the Board of Directors believe this can launch as early as January 2027.

Recommendation 3: Annual joint retreats are held between the Council and Board of Directors

This recommendation could be met with the Board of Directors joining the annual CAC Special / Retreat Meeting and with the Board of Directors extending an invite to a portion of the Board of Directors Special / Retreat Meeting each year.

Recommendation 4: Opportunities are provided for Council members to present informational items at Board and Standing Committee meetings

This recommendation is already met, as opportunities exist for CAC members to present informational items at Board and Standing Committee meetings of the Board. These opportunities should continue under the protocols outlined in the CAC charter.

Recommendation 5: Informal meetings occur every 6 months between Council Co-Chairs, Board Leadership, and Air District staff leadership

This recommendation is a manageable effort with a meaningful benefit that will be addressed through liaison partnership outlined in recommendations #1 and #2 and with updates given at full Board and CAC meetings. Should there be a need for more informal meetings to occur, Air District staff will work with the liaisons to identify the need and determine next steps.

Recommendation 6: New Council members have a meet and greet with the Board member (s) representing their geographical area

This recommendation can be met through direct coordination of new CAC members with Board of Directors representing their geographical area. Air District staff can provide contact information and can add a meet-and-greet item at the CAC retreat in coordination with the CAC Co-Chairs.

Recommendation 7: Board members go on a toxic tour of the jurisdiction they represent along with Council members from that area, whenever possible.

This recommendation can be met, though practical constraints may exist in areas that lack environmental justice organizational capacity or identified community issues. Opportunities for tours may be limited and could require additional Air District staff resources and coordination outside of the CAC.

Should the Board of Directors approve implementation, Air District staff will work closely with the CAC Co-Chairs to implement each recommended action.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The nominal expense for implementing these new commitments is covered by the current adopted budget.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Anyania I. Muse
Reviewed by: Arsenio Mataka

ATTACHMENT(S):

1. Recommendations to Strengthen Collaboration between the Community Advisory Council and Board of Directors Presentation



Recommendations to Strengthen Board & Community Advisory Council Collaboration

Board of Directors Meeting

October 7, 2026

Anyania (Anya) Muse

Community Advisory Council Officer

Community Advisory Council / Environmental Justice

Background

This item is a follow-up to the original recommendations presented to the Board of Directors in January and the Community Equity, Health, and Justice (CEHJ) Committee in April by Community Advisory Council (CAC) Co-Chairs Latasha Washington and William Goodwin to strengthen communication and collaboration between the Council and the Board.

Recommended Action

Approve the proposed implementation of the Community Advisory Council recommendations to strengthen collaboration between the Board of Directors and the Council

These seven recommendations, with staff responses, were recommended by the Community Equity, Health, and Justice Committee at its meeting on April 8, 2026

Recommendation #1:

Council member liaisons
participate in Board and/or
Standing Committee
meetings as non-voting
guests in the discussions

Recommendation #1 Implementation

Council member liaisons participate in Board and/or Standing Committee meetings as non-voting guests in the discussions

1. The CAC nominates one Co-Chair each year - the same person for each meeting for continuity
2. Guest participation to start in January 2027

Recommendation #2:

Board member liaisons
participate in CAC meetings
as a non-voting guest in the
discussions

Recommendation #2 Implementation

Board member liaisons participate in CAC meetings as a non-voting guest in the discussions

1. Recommend the Chair or Vice Chair serve as the first Board Liaison to the CAC; understanding alternate liaisons may serve on an ad hoc basis
2. The Board Liaison and the CAC Liaison will work together on information sharing
3. Implement during Quarter 1 of 2027

Recommendation #3:

Annual joint retreats are held between the Council and the Board

Recommendation #3 Implementation

Annual joint retreats are held between the Council and the Board

This recommendation could be met by having the Board join the annual CAC Retreat with the Board extending an invite to a portion of the Board of Directors annual retreat

Recommendation #4:

Opportunities are provided for Council Members to present informational items at Board and Committee meetings

Recommendation #4 Implementation

Opportunities are provided for Council Members to present informational items at Board and Committee meetings

1. Opportunities for CAC members to present to the Board and Committee meetings already exist and should continue under the protocols outlined in the CAC charter
2. Requires CAC agreement and consensus that the member represents the CAC

Recommendation #5:

Informal meetings occur every 6 months between Council, Board Leadership, Air District Staff and Leadership

Recommendation #5 Implementation

Informal meetings occur every 6 months between Council, Board Leadership, Air District Staff and Leadership

1. This is a manageable effort with meaningful benefit largely addressed through liaison participation with updates given at full Board and CAC meetings
2. Should there be a need for more informal meetings to occur, Air District staff will work with the liaisons to identify the need and determine next steps

Recommendation #6:

New Council Members
have a meet-and-greet with
the Board member(s)
representing their
geographical area

Recommendation #6 Implementation

New Council Members have a meet-and-greet with the Board member(s) representing their geographical area

1. Staff can provide contact information as people are onboarded for direct coordination with Board member(s)
2. Can also add the meet-and-greet at the CAC retreat

Recommendation #7:

Board members go on a toxic tour of the jurisdiction they represent, along with council members from that area, whenever possible

Recommendation #7 Implementation

Board members go on a toxic tour of the jurisdiction they represent, along with council members from that area, whenever possible

1. Air District staff support participation in environmental justice tours led by environmental justice organizations, consistent with best practice and ensuring tours are community-led
2. There may be practical constraints in areas that lack environmental justice organizational capacity or identified community issues; opportunities for tours may be limited and could require additional staff resources and coordination outside of the CAC

Recommended Action

Approve the proposed implementation of the Community Advisory Council recommendations to strengthen collaboration between the Board of Directors and the Council

These seven recommendations, with staff responses, were recommended by the Community Equity, Health, and Justice Committee at its meeting on April 8, 2026

Questions & Discussion

For more information:

Anyania Muse | Community Advisory Council Officer | amuse@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: October 7, 2026

Re: People's Air Grant Program: Award Recommendations

RECOMMENDED ACTION

Authorize the transfer of \$3,000,000 from Community Benefit Designated Reserves to support and fund the People's Air Grant Program.

Award \$3,000,000 in People's Air Grant funds for recommended projects in impacted communities:

- **Tier 1 (\$150,000):** 4 projects
- **Tier 2 (\$200,000):** 4 projects
- **Tier 3 (\$400,000):** 4 projects

Authorize the Executive Officer/Air Pollution Control Officer (APCO) to execute grant agreements for the recommended projects.

BACKGROUND

On March 20, 2024, the Air District's Community Advisory Council recommended to approve creation of the "People's Air Grant Program." This program seeks to distribute a one-time allocation of \$3 million from the Community Benefit Fund, established by the Board of Directors in the Fiscal Year Ending 2022 Budget. The allocation is not derived from enforcement, penalty, or mitigation of funds. The program supports projects in impacted communities that reduce air pollution exposure and address public health impacts.

The People's Air Grant Program aligns with the following strategies in the Air District's 2024 – 2029 Strategic Plan:

- **Strategy 1.4 Reimagine Funding:** We will reimagine funding programs so that they better benefit communities impacted by air pollution.

- **Strategy 2.1 Community Partnership:** We will develop partnerships with communities so they can directly participate in the solutions to the air quality problems that impact them.
- **Strategy 2.8 Community Directed Funds:** We will manage funds to benefit communities in partnership with those communities, including the money that the Air District collects in penalties from air pollution violations that affect communities.

On May 7, 2025, the Air District Board approved the program's process and on March 12, 2026, the Air District issued a Request for Applications (RFA) to seek proposals for two-year projects that will incorporate any combination of the following objectives:

- **Air Quality Education & Mitigation Measures:** Provide education regarding the health impacts of air pollution and pollution mitigation initiatives;
- **Community Air Monitoring:** Conduct community-driven air quality monitoring;
- **Health Resources & Services:** Support health care resources and services in order to improve health outcomes for people experiencing health impacts related to air pollution exposure in vulnerable communities; and/or
- **Pollution & Exposure Reduction:** Implement mitigation initiatives designed to decrease air pollution or exposure in order to reduce negative health outcomes.

Application Period

The application period for the People's Air Grant Program opened on March 12, 2026, and closed on May 29, 2026. During the application period, the Air District provided program information and application materials in five languages, and collaborated with multiple stakeholders to conduct outreach across the Air District's jurisdiction to inform diverse communities about the grant opportunity. The Air District also provided the following resources for all prospective applicants:

- March 24, 2026: Staff held an optional webinar for prospective applicants with information about the RFA. Seventy-two members of the public attended.
- April 9, 2026: Staff held an optional webinar providing practical guidance on submitting a complete application, including navigating the online application portal, uploading required documents, and key deadline reminders. Forty-eight members of the public attended.
- April 17, 2026: Deadline for all questions about grant applications
- April 29, 2026: Staff posted a final document containing all responses to application questions on the Air District's website. A total of 74 questions were received from the public during the application period.

DISCUSSION

Application Review Process

The RFA evaluation period began on June 1, 2026, and concluded on July 15, 2026. The review process included a completeness and eligibility review followed by evaluation of eligible applications by a ten-member application review panel using the criteria established by the RFA.

Four Air District staff conducted a completeness and eligibility review of all submitted applications. Applicants with missing or incomplete required materials were notified and were provided with five business days to submit requested information. The Air District staff then evaluated each application against eligibility requirements outlined in the RFA to determine which applications would advance for further review (see Attachment 3).

The Air District received sixty-four (64) proposals by the May 29, 2026 closing date. A list of applicants is provided in Attachment 1. Sixty-one (61) of the proposals met the minimum qualifications specified in the RFA.

Eligible applications were evaluated by a ten-member application review panel consisting of three Community Advisory Council reviewers, four Air District staff reviewers, two community-based organization reviewers, and one Metropolitan Transportation Commission/Association of Bay Area Governments reviewer. Reviewers were assigned in pairs, with each application evaluated by two reviewers using the criteria established in the RFA, including work plan, budget, design and alignment, community need and support, project lead capacity, criteria for success, and proposed partnerships (see Attachment 3).

Following application review, Air District staff reviewed the evaluation results and considered overall portfolio balance, including available funding by grant type, geographic distribution, and project diversity and overlap, in developing the funding recommendations.

Award Recommendations

The 12 proposed projects identified below (in alphabetical order) are recommended for Board consideration and approval:

1) Applicant: ARISE High School

Project Title: Fruitvale Air Health Initiative

Award Recommendation: \$200,000 (Amount Requested: \$200,000)

Project Types: Air quality education & mitigation measures

Proposed Project Location(s): Fruitvale Neighborhood in East Oakland (Alameda County)

Project Description: ARISE High School's Fruitvale Air Health Initiative will train bilingual student Community Health Workers from East Oakland's Fruitvale neighborhood to deliver air quality health education and outreach to low-income community residents. The project builds on ARISE's Public & Community Health Pathway and partnerships with La Clínica de la Raza and Tracking California to connect pollution-burdened residents with health information and resources.

2) Applicant: Belle Haven Action

Project Title: Air Filtration Replacement and Extreme Heat Kits

Award Recommendation: \$150,000 (Amount Requested: \$150,000)

Project Types: Air quality education & mitigation measures; Community air monitoring; Pollution & exposure reduction

Proposed Project Location(s): Belle Haven Neighborhood in Menlo Park (San Mateo County)

Project Description: To combat intensifying climate risks, Belle Haven Action is expanding its Extreme Heat Resilience initiative to protect vulnerable residents from the combined dangers of extreme heat and poor air quality. The project will distribute cooling safety kits, provide high-quality in-home air filtration systems, and offer ongoing maintenance to reduce preventable health crises and strengthen long-term community resilience.

3) Applicant: Canal Alliance

Project Title: Nuestro Canal, Nuestro Futuro 2026 Community-Led Clean Air Project

Project Types: Air quality education & mitigation measures; Pollution & exposure reduction

Award Recommendation: \$200,000 (Amount Requested: \$400,000)

Proposed Project Location(s): Canal Neighborhood in San Rafael (Marin County)

Project Description: Nuestro Canal, Nuestro Futuro (NCNF) 2026 Community-Led Clean Air Project engages residents in San Rafael's Canal neighborhood - an area heavily impacted by air pollution - to identify community-driven clean air and climate resilience solutions. Through bilingual education, leadership development, and resident outreach, NCNF builds community participation in air quality planning and

advances equitable strategies that improve public health and reduce pollution exposure.

4) Applicant: Charity Cultural Services Center (CCSC)

Project Title: Chinatown Single Room Occupancy Air Quality Program

Project Types: Air quality education & mitigation measures; Pollution & exposure reduction

Award Recommendation: \$200,000 (Amount Requested: \$400,000)

Proposed Project Location(s): Chinatown (San Francisco)

Project Description: This project (a collaboration with several neighborhood community-based organizations) will bilingually support low-income residents in Chinatown by educating single room occupancy residents about air quality and how to improve it in their homes. We will distribute air purifiers, conduct workshops on air quality, how it affects health and share localized air data to improve health outcomes and increase community awareness.

5) Applicant: Climate Resilient Communities

Project Title: Midpeninsula and South Bay Community Air Quality Project

Project Types: Air quality education & mitigation measures; Community air monitoring; Health resources & services; Pollution & exposure reduction

Award Recommendation: \$400,000 (Amount Requested: \$400,000)

Proposed Project Location(s): East San Bruno, East Palo Alto, East San Jose (San Mateo and Santa Clara Counties)

Project Description: Climate Resilient Communities is partnering with local community-based organizations to advance health equity with an air quality-focused lens. This project empowers vulnerable residents with the tools and education needed to monitor, understand, and mitigate impacts of poor air quality both in their homes and outdoors through strategic intervention designed with their community and health in mind.

6) Applicant: Eden Youth and Family Center

Project Title: Central County Clean Air and Resilience Network

Project Types: Air quality education & mitigation measures; Community air monitoring; Health resources & services; Pollution & exposure reduction

Award Recommendation: \$400,000 (Amount Requested: \$400,000)

Proposed Project Location(s): Hayward, San Leandro, and unincorporated Central Alameda County communities (Alameda County)

Project Description: The Central County Clean Air and Resilience Network will reduce air pollution exposure in impacted communities across Hayward, San Leandro, and unincorporated Alameda County through community air monitoring, multilingual education, youth leadership, high efficiency particulate air (HEPA) filtration resources, and clean-air support. The project will provide local air quality data, equip residents with practical tools to reduce exposure, and support healthier, more resilient neighborhoods.

7) Applicant: Glad Tidings Community Development Corporation

Project Title: Community Air Health Ambassador Initiative

Project Types: Air quality education & mitigation measures; Health resources & services; Pollution & exposure reduction

Award Recommendation: \$150,000 (Amount Requested: \$200,000)

Proposed Project Location(s): South Hayward and other affected locations (Alameda County)

Project Description: The Community Air Health Ambassador Initiative will train Community Health Workers, volunteers, faith leaders, and resident ambassadors to educate vulnerable Bay Area communities about the health impacts of air pollution, indoor air quality, wildfire smoke preparedness, and pollution mitigation strategies. Through workshops, resilience hub programming, and culturally responsive education, the project will strengthen environmental health knowledge and reduce pollution-related health disparities.

8) Applicant: Healthy Black Families, Inc.

Project Title: Youth Environmental Justice Leadership & Community Air Monitoring Initiative

Project Types: Air quality education & mitigation measures; Community air monitoring

Award Recommendation: \$400,000 (Amount Requested: \$400,000)

Proposed Project Location(s): South Berkeley / North Oakland (Alameda County)

Project Description: Healthy Black Families, Inc. proposes a youth-led environmental justice initiative combining air quality education, resident engagement, and community-driven air monitoring to address disproportionate health impacts of air pollution [in] low-income communities. Through leadership development, air quality data collection, and community-informed recommendations,

youth leaders will educate residents, collaborate with municipal leaders and community partners to advance healthier, more environmentally just neighborhoods.

9) Applicant: Latinas Contra Cancer

Project Title: Community Indoor Air Quality Initiative for Children, Families, and Older Adults

Project Types: Air quality education & mitigation measures; Community air monitoring; Health resources & services

Award Recommendation: \$400,000 (Amount Requested: \$400,000)

Proposed Project Location(s): San Jose neighborhoods of Plata Arroyo, Seven Trees, Cassel, and East San Jose (Santa Clara County)

Project Description: Latinas Contra Cancer (LCC) will address toxic chemicals at childcare sites in the City of San Jose, supporting children, families and workers at the intersection of health equity, environmental justice, and climate resiliency. By training Promotoras to educate community members and childcare facility operators on warning signs, LCC will improve the health of marginalized low-income children and families.

10) Applicant: Pars Equality Center

Project Title: Clean Air & Healthy Homes for Refugee and Immigrant Families

Project Types: Air quality education & mitigation measures; Health resources & services; Pollution & exposure reduction

Award Recommendation: \$150,000 (Amount Requested: \$150,000)

Proposed Project Location(s): Santa Clara County and Alameda County, with a primary focus on San Jose and Fremont (Alameda County and Santa Clara County)

Project Description: Pars Equality Center will provide culturally and linguistically tailored air-quality education, ethnic media outreach, and distribution of residential air purifiers for low-income refugee and immigrant communities in Alameda County and Santa Clara County. The project will help vulnerable families, seniors, and newcomers reduce their exposure to air pollution and improve health outcomes through community workshops, multilingual educational campaigns, and support for indoor air quality.

11) Applicant: Rising Sun Center for Opportunity

Project Title: Youth-Led Green House Calls for Air Pollution Mitigation and Education

Project Types: Air quality education & mitigation measures; Pollution & exposure reduction

Award Recommendation: \$150,000 (Amount Requested: \$200,000)

Proposed Project Location(s): Environmental justice communities in Concord, Pittsburg, Antioch, Oakland, San Francisco, Santa Rosa, and/or San Jose (Alameda, Contra Costa, San Francisco, Santa Clara, and/or Sonoma Counties)

Project Description: Rising Sun Center for Opportunity will integrate clean air education and mitigation measures into its Climate Careers program, training youth as clean air ambassadors who will visit hundreds of homes in impacted communities. Each household will receive a portable induction cooktop, air purifier, and door sweeps and weatherstripping to improve indoor air quality, while youth educate residents on air pollution, electrification, and the link between air quality and health.

12) Applicant: Visión y Compromiso

Project Title: Respira Profunda/Breathe Deep

Project Types: Air quality education & mitigation measures; Health resources & services; Pollution & exposure reduction

Award Recommendation: \$200,000 (Amount Requested: \$400,000)

Proposed Project Location(s): I-880 corridor including unincorporated San Lorenzo, Cherryland, Hayward, and/or Newark (Alameda County)

Project Description: Visión y Compromiso will reduce the impact of air pollution by training trusted promotoras in Alameda County to reach vulnerable individuals (pregnant people, parents & caregivers of children 0-5, people with disabilities, seriously ill persons, and older adults). Respira Profunda/Breathe Deep will deliver Healthy Air workshops to improve indoor air quality, deliver California Advancing and Innovating Medi-Cal (CalAIM) Asthma Preventive Services to eligible Medi-Cal members, and bridge access to resources.

Summary

Attachment 2 provides a summary of each application recommended for funding. If approved, these projects will support efforts to reduce exposure to air pollution and address public health impacts in impacted communities across the Air District's jurisdiction through January 2029. The recommended projects advance the goals of People's Air Grant Program and support the Air District in advancing the strategies outlined in the 2024 – 2029 Strategic Plan by addressing environmental inequities, improving public health and supporting community-led solutions.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The funding for the People's Air Grant Program will utilize a one-time allocation of \$3 million from the Community Benefit Fund Designated Reserves established by the Board in the Fiscal Year Ending 2022 Budget. The allocation is not derived from the enforcement of penalties or mitigation funds.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Lisa Flores
Reviewed by: Diana Ruiz and Elinor Mattern

ATTACHMENT(S):

1. Table of 64 Applicants for the People's Air Grant Program
2. Table of Recommended Projects
3. Scoring Criteria from the People's Air Grant Program Request for Applications
4. People's Air Grant Program: Award Recommendations Presentation

ATTACHMENT 1

Table of 64 Applicants for the People's Air Grant Program

Applicant	Project Title	Proposed Project Location(s)	County / Counties	Funding Request
350 Bay Area	Clean Indoor Air for East Contra Costa Children	Eligible regions of Martinez, Pittsburg, Antioch	Contra Costa	\$400,000
A. Philip Randolph Institute, SF	The Environmental Justice Leadership Academy	Bayview Hunters Point neighborhood of San Francisco; North Richmond, San Pablo	Contra Costa, San Francisco	\$400,000
Alameda County Resource Conservation District	East Oakland Community Air Monitoring and Vegetative Buffer Readiness Project	Neighborhoods along the I-880 corridor in East Oakland	Alameda	\$400,000
Alliance of Californians for Community Empowerment (ACCE) Institute	Clean Energy & Healthy Homes: Community-Led Electrification in Greater Richmond	Environmentally burdened communities in Richmond, North Richmond, and San Pablo	Contra Costa	\$400,000
Alviso In Action	Alviso Clean Air Initiative	Alviso, CA	Santa Clara	\$400,000
ARISE High School	Fruitvale Air Health Initiative	Fruitvale / East Oakland	Alameda	\$200,000
Asian Pacific American Community Center	San Francisco Tri-Neighborhood Clean Air Education Project	Visitacion Valley, Little Hollywood, Portola of San Francisco	San Francisco	\$400,000
Belle Haven Action	Air Filtration Replacement and Extreme Heat Kit	The Belle Haven Neighborhood in Menlo Park	San Mateo	\$150,000
Canal Alliance	Nuestro Canal, Nuestro Futuro 2026 Community-Led Clean Air Project	Canal Neighborhood in San Rafael	Marin	\$400,000
Center for Latino Advocacy Resources and Organizing (CLARO) (Fiscal Sponsor: San Francisco Study Center)	Aero CLARO	Mission, Bayview-Hunters Point, Portola, Visitacion Valley and Treasure Island	San Francisco	\$400,000

Charity Cultural Services Center (CCSC)	Chinatown SRO Air Quality Program	Chinatown, San Francisco	San Francisco	\$400,000
City of Gilroy - Public Works	City of Gilroy Tree Equity and Clean Air Resilience Project	Central and East Gilroy near Highway 101 and State Route 152	Santa Clara	\$400,000
City of San Jose	Roosevelt Community Climate Resilience Hub	Roosevelt Community Center, 901 E Santa Clara St., San Jose	Santa Clara	\$400,000
Climate Resilient Communities	Midpeninsula and South Bay Community Air Quality Project	East San Bruno, East Palo Alto, East San Jose	San Mateo, Santa Clara	\$400,000
Common Vision	Prescott Community Clean Air Hub	West Oakland	Alameda	\$400,000
Community Agency for Resources, Advocacy and Services (CARAS)	Empowering Communities Through Air Quality Education (ECTAQE)	Gilroy, CA	Santa Clara	\$400,000
Community Technology & Creative Education dba East Bay Makers Club	West Berkeley Indoor Air Quality (IAQ) Citizen Science & Mitigation Initiative	West Berkeley: Census Tract 4232 (Dwight to University / 6th to San Pablo)	Alameda	\$400,000
Contra Costa County Environmental Health	Richmond Area Odor Monitoring Project	Areas around solid waste facilities located on Parr Blvd in Richmond, CA	Contra Costa	\$150,000
Ecology Action of Santa Cruz	Clean Rides, Healthy Lives: Advancing Air Quality in Impacted Communities	Target census tracts in City of Gilroy and City of San Jose	Santa Clara	\$200,000
Ecology Center	West Berkeley Community Air Quality Resilience Project	Berkeley, CA, centered on Census Tract 6001423200 and nearby areas	Alameda	\$200,000
Eden Youth and Family Center	Central County Clean Air and Resilience Network	Hayward, San Leandro, and unincorporated Central Alameda County communities	Alameda	\$400,000
Frontline Catalysts	ALAS - Air, Leadership, Action & Stewardship	Oakland's Fruitvale District	Alameda	\$400,000

Glad Tidings Community Development Corporation	Community Air Health Ambassador Initiative	South Hayward and other affected locations	Alameda	\$200,000
GreenInfo Network	Breathe Free Oakland	Impacted communities in Oakland, including 37 census tracts	Alameda	\$200,000
Growing Together - Bay Area	San Lorenzo/Ashland Green Corridors Project	San Lorenzo and Ashland	Alameda	\$150,000
Hayward Area Recreation & Park District	Clean Air In Parks Initiative Project	Approximately 21 parks throughout HARD, such as Kennedy and San Lorenzo Parks	Alameda	\$400,000
Healing Impacted Communities (Fiscal Sponsor: Citizen Air Monitoring Network)	Bayo Vista Community Air Response and Navigation Initiative	Bayo Vista Rodeo Housing Authority of Contra Costa County	Contra Costa	\$200,000
Healthy Black Families, Inc.	Youth Environmental Justice Leadership & Community Air Monitoring Initiative	Alameda County Census Tracts 6001400800, 6001400700	Alameda	\$400,000
In-Advance	Oakland Freedom Project: The Neighbors' Theatre / El Teatro de los Vecinos	East Oakland: Fruitvale, East Oakland, Deep East Oakland all below 580	Alameda	\$400,000
Infinite Learning and Resource Center	RESPIRA: Clean Air & Community Health Initiative	Southwest Santa Rosa and Roseland neighborhoods of Santa Rosa, CA	Sonoma	\$400,000
John Muir Land Trust	Family Harvest Farm: Regenerative Urban Agriculture for Healthy Communities	Pittsburg and East Contra Costa County	Contra Costa	\$200,000
Latinas Contra Cancer	Community Indoor Air Quality Initiative for Children, Families, and Older Adults	San Jose neighborhoods of Plata Arroyo, Seven Trees, Cassel, and East San Jose	Santa Clara	\$400,000
Manzanita Works	Growing Wildfire Resiliency: Air Quality + Emergency Communications Pilot	Redwood City & N. Fair Oaks, Fairfield, Gilroy, 2 cities in Contra Costa & Marin	Contra Costa, Marin, San Mateo, Santa Clara, Solano	\$400,000

Martinez Community Foundation	Clean Air Martinez	Las Juntas Elementary school within the Martinez Unified School District	Contra Costa	\$400,000
Mountain View Sanitary District	Urban Arboreal Oasis	MVSD Headquarters and the Martinez/ Pacheco/Vine Hill communities	Contra Costa	\$400,000
NBRAUSA	Healthy Homes North Bay: Indoor Air Quality Protection and Mold Remediation for	Sonoma County, Marin County, and Napa County in California's North Bay region	Marin, Napa, Sonoma	\$400,000
Oakland Parks and Recreation Foundation	Community Greening	Specific neighborhoods in East and West Oakland	Alameda	\$400,000
Oakland Technology and Education Center	Air Justice "Free to Breathe and Imagine a better future"	West & East Oakland, OUSD and workshops at the Port of Oakland and Downtown	Alameda, Contra Costa, San Francisco	\$200,000
Oakland Unified School District	Air Aware Oakland: A People-Centered Approach to Air Monitoring	Oakland Unified School District	Alameda	\$400,000
One Accord Project	Look up and live, Clean Air, Healthy Communities Initiative	Richmond, North Richmond, and San Pablo in West Contra Costa County	Contra Costa	\$400,000
Organization of Anonymous Contributors (DBA Vietnamese American Care)	Healthy Air, Healthy Communities: Outreach and Health Access Program	San Jose, CA - primarily in District 7 and surrounding East San Jose neighborhoods	Santa Clara	\$200,000
Our Children's Earth Foundation	Clean Air, Healthy Homes: Improving Air Quality in Vallejo	Vallejo, with focus on zip codes 94589, 94590, and 94592	Contra Costa, Solano	\$200,000
Pars Equality Center	Clean Air & Healthy Homes for Refugee and Immigrant Families	Santa Clara County and Alameda County, with a primary focus on San Jose and Fremont	Alameda, Santa Clara	\$150,000
Planting Justice	Grow Healthy East Oakland Initiative	Sobrante Park & Deep East Oakland; El Sobrante	Alameda, Contra Costa	\$400,000

Public Health Institute/Regional Asthma Management & Prevention (RAMP)	Supporting asthma home visiting in impacted communities	Impacted communities in all 9 counties	Alameda, Contra Costa, Marin, Napa, SF, San Mateo, Santa Clara, Solano, Sonoma	\$150,000
Rebuilding Together Silicon Valley	Healthy Air, Healthy Homes Initiative	Residential Addresses in Santa Clara County (to be identified)	Santa Clara	\$400,000
Resources for Community Development	Eden Breathes: Resident-Led Action for Clean Air and Community Health	Hayward Acres, Cherryland, Ashland	Alameda	\$400,000
Rising Sun Center for Opportunity	Youth-Led Green House Calls for Air Pollution Mitigation and Education	Environmental justice communities in Concord, Pittsburg, Antioch, Oakland, SF, Santa Rosa, and/or San Jose	Alameda, Contra Costa, San Francisco, Santa Clara, and/or Sonoma	\$200,000
Roots Community Health	BREATHE Oakland: Community Environmental Health and Air Quality Resilience Initiative	International Blvd, Oakland, CA	Alameda	\$400,000
Safe Passages	Safe Passages Elev8 Health Project	West Oakland, East Oakland	Alameda	\$400,000
Sudo Room Community Empowerment	Community Sense: Monitoring Air Quality with Neighborhood-based Sensor Networks	East and West Oakland	Alameda	\$400,000
Sunday Friends Foundation	Wellness in Bloom: Pure Air, Vibrant Lives	San Jose & Gilroy census tracts higher than 70 on CalEnviroScreen 4.0	Santa Clara	\$400,000
Support Life Foundation	Project Healthy Air	Oakland, Newark, Richmond, Antioch, Concord, Santa Clara, San Jose, Burlingame	Alameda, Contra Costa, San Mateo, Santa Clara	\$200,000
The Alliance for Community Wellness Dbá La Familia	Breathe Better Eden Area	Unincorporated Alameda County	Alameda	\$400,000

The Tenacious Group	Air Care: Healthy Air Initiative for East San Jose Residents	Tract 6085503710; Tract 6085501401; Tract 6085503105; Tract 6085503112	Santa Clara	\$400,000
The Vietnamese American Community Center of the East Bay	Clean Air for Our Community: Air Pollution Education and Mitigation for Bay Area	San Leandro, CA	Alameda	\$400,000
Trust for Public Land	The BreatheWay: Air, Movement, and Health at India Basin	Bayview-Hunters Point neighborhoods in San Francisco, CA	San Francisco	\$400,000
Trybe Inc.	Trybe's Trusted Messenger Air Quality Program	East 19th Street, Oakland CA	Alameda	\$400,000
United Way of the Wine Country	211 Clean Air Health Navigation Project	South Sonoma County (95407 area)	Sonoma	\$200,000
Urban Strategies Council	East Oakland School Air Quality Organizing Project	East Oakland, Alameda County (OUSD school sites)	Alameda	\$400,000
USGBC California	Healthy Classrooms, Healthy Communities: Youth-Led Indoor Air Quality Education	Alameda, Contra Costa, and southwestern Solano Counties	Alameda, Contra Costa, Solano	\$200,000
Visión y Compromiso	Respira Profunda/ Breathe Deep	I-880 corridor including unincorporated San Lorenzo, Cherryland, Hayward, and/or Newark	Alameda	\$400,000
Walk San Francisco Foundation	Safe streets and clean air in Bayview Hunters Point	Bayview Hunters Point neighborhood in San Francisco	San Francisco	\$200,000
West Oakland Cultural Action Network (Fiscal Sponsor: Alkebulan Fiscal Sponsors)	West Oakland Indoor Air Monitoring & Community Health Empowerment Initiative	Brush Street, Oakland, and others	Alameda	\$400,000

ATTACHMENT 2

Table of Recommended Projects

The projects below are recommended for People's Air Grant funding following the application evaluation and portfolio review process. Projects are listed alphabetically by applicant and are not presented in ranked order.

Applicant	Project Title	Proposed Project Location(s)	County / Counties	Project Types	Award Recommendation
ARISE High School	Fruitvale Air Health Initiative	Fruitvale Neighborhood in East Oakland	Alameda	Air quality education & mitigation measures; Community air monitoring	\$200,000
Belle Haven Action	Air Filtration Replacement and Extreme Heat Kits	Belle Haven Neighborhood in Menlo Park	San Mateo	Air quality education & mitigation measures; Community air monitoring; Pollution & exposure reduction	\$150,000
Canal Alliance	Nuestro Canal, Nuestro Futuro 2026 Community-Led Clean Air Project	Canal Neighborhood in San Rafael	Marin	Air quality education & mitigation measures; Pollution & exposure reduction	\$200,000
Charity Cultural Services Center (CCSC)	Chinatown SRO Air Quality Program	Chinatown	San Francisco	Air quality education & mitigation measures; Pollution & exposure reduction	\$200,000
Climate Resilient Communities	Midpeninsula and South Bay Community Air Quality Project	East San Bruno, East Palo Alto, East San Jose	San Mateo, Santa Clara	Air quality education & mitigation measures; Community air monitoring; Health resources & services; Pollution & exposure reduction	\$400,000
Eden Youth and Family Center	Central County Clean Air and Resilience Network	Hayward, San Leandro, and unincorporated Central Alameda County communities	Alameda	Air quality education & mitigation measures; Community air monitoring; Health resources & services; Pollution & exposure reduction	\$400,000

Glad Tidings Community Development Corporation	Community Air Health Ambassador Initiative	South Hayward and other affected locations	Alameda	Air quality education & mitigation measures; Health resources & services; Pollution & exposure reduction	\$150,000
Healthy Black Families, Inc.	Youth Environmental Justice Leadership & Community Air Monitoring Initiative	South Berkeley / North Oakland	Alameda	Air quality education & mitigation measures; Community air monitoring	\$400,000
Latinas Contra Cancer	Community Indoor Air Quality Initiative for Children, Families, and Older Adults	San Jose neighborhoods of Plata Arroyo, Seven Trees, Cassel, and East San Jose	Santa Clara	Air quality education & mitigation measures; Community air monitoring; Health resources & services	\$400,000
Pars Equality Center	Clean Air & Healthy Homes for Refugee and Immigrant Families	Santa Clara County and Alameda County, with a primary focus on San Jose and Fremont	Alameda, Santa Clara	Air quality education & mitigation measures; Health resources & services; Pollution & exposure reduction	\$150,000
Rising Sun Center for Opportunity	Youth-Led Green House Calls for Air Pollution Mitigation and Education	Environmental justice communities in Concord, Pittsburg, Antioch, Oakland, SF, Santa Rosa, and/or San Jose	Alameda, Contra Costa, San Francisco, Santa Clara, and/or Sonoma	Air quality education & mitigation measures; Pollution & exposure reduction	\$150,000
Visión y Compromiso	Respira Profunda/ Breathe Deep	I-880 corridor including unincorporated San Lorenzo, Cherryland, Hayward, and/or Newark	Alameda	Air quality education & mitigation measures; Health resources & services; Pollution & exposure reduction	\$200,000

ATTACHMENT 3

Scoring Criteria from the [People's Air Grant Program Request for Applications](#) (p14–15)

Eligibility Review

Minimum Requirements	Pass / No Pass	Scoring Criteria
Application Form	Pass / No Pass	The People's Air Grant online application must be completed and signed electronically by a person with authority to legally bind the Lead Applicant's organization.
Eligibility Status	Pass / No Pass	Is the Lead Applicant one of the following: • A nonprofit organization with current 501(c)(3) status • A tax-exempt fiscal sponsor for a community-based organization • A local public agency • A California Native American Tribe
Previous Funding	Pass / No Pass	The Lead Applicant must confirm they are not: • A current or previous recipient of more than \$25,000 total in funding through the Air District's implementation of Assembly Bill 617 • A current or previous awardee of the Air District's James Cary Smith Community Grant Program • A current or previous awardee of a CARB Community Air Grant
Within Air District's Jurisdiction	Pass / No Pass	Proposed projects must be conducted in California's San Francisco Bay Area, within the Air District's jurisdiction. For an interactive map, please visit this link: https://arcg.is/5naS90 .
Project Work Plan	Pass / No Pass	The Lead Applicant must provide a detailed Project Work Plan that describes the project vision, measurable outcomes, activities and/or deliverables, and the timeframe for activities. For a template work plan, please visit the Air District website .
Project Budget	Pass / No Pass	The Lead Applicant must provide a full budget for the proposed project including costs for personnel, materials and supplies. For an optional template, please visit the Air District website .
Compliance with Conflict of Interest Laws	Pass / No Pass	The Lead Applicant must certify it is in compliance with applicable state and federal conflict of interest laws at the time it submits its application to this solicitation and shall remain in compliance with all such laws during the solicitation process, and, if selected, during the Term of the fully executed Grant Agreement, including any extensions,

Application Scoring

Category	Possible Points	Description
Proposal Design and Alignment	30	The proposed project will clearly advance one or more of the People's Air Grant Program goals and aligns with one or more of the Community Advisory Council's Environmental Justice Priorities. Lead Applicant has demonstrated a specific, feasible, meaningful, and measurable project approach. Project Work Plan is detailed, realistic, and links project outcomes to activities and milestones.
Community Need and Support	20	The project will serve one or more communities within the Air District's jurisdiction that are most affected by air pollution and environmental injustices, as indicated by CalEnviroScreen 4.0 or other environmental health screening tools developed by public agencies. Lead Applicant has demonstrated support from and alignment with existing community priorities or initiatives, and addressed how relevant communities will be engaged in all phases of the project. The majority of project benefits will go to low-income individuals or communities, defined as below 80% of Area Median Income. <i>For more information, please see Section 3.3 of the People's Air Grant Program Request for Applications.</i>
Project Lead Capacity	20	Lead Applicant has demonstrated that they have played and can continue to play a leadership role in their community with respect to environmental justice or other community concerns.
Measuring Success	20	Lead Applicant has demonstrated sound methodology to implement programs that will benefit impacted communities, and compelling metrics to measure the success of those programs.
Partnerships	10	Lead Applicant will collaborate in meaningful ways with Subgrantees (if applicable), partners, and/or other stakeholders to execute program activities and goals.



People's Air Grant Program: Award Recommendations

Board of Directors Meeting

October 7, 2026

Elinor Mattern
Senior Staff Specialist
Environmental Justice Division

Recommended Action

- Authorize the transfer of \$3,000,000 from Community Benefit Designated Reserves to support and fund the People's Air Grant Program
- Award \$3,000,000 in People's Air Grant funds for recommended projects in impacted communities:
 - **Tier 1 (\$150,000):** 4 projects
 - **Tier 2 (\$200,000):** 4 projects
 - **Tier 3 (\$400,000):** 4 projects
- Authorize the Executive Office/Air Pollution Control Officer (APCO) to execute grant agreements for the recommended projects

Key Program Information

- Developed by the Air District's Community Advisory Council (CAC)
- The People's Air Grant Program will distribute funding to projects in impacted communities to reduce exposure to air pollution and address public health impacts
- Eligible applicants included nonprofit organizations, local government, public schools and school districts, and California Native American Tribes
- Organizations and entities previously or currently awarded funding through the Air District's James Cary Smith Community Grant Program and/or the California Air Resources Board's Community Air Grant Program were not eligible to apply

Key Program Information (cont.)

Eligible project types include:

- **Air Quality Education & Mitigation Measures:** Provide education regarding the health impacts of air pollution and pollution mitigation initiatives
- **Community Air Monitoring:** Conduct community-driven air quality monitoring
- **Health Resources & Services:** Support health care resources and services
- **Pollution & Exposure Reduction:** Implement programs designed to decrease air pollution or exposure in order to reduce negative health outcomes

Application Review and Recommendations

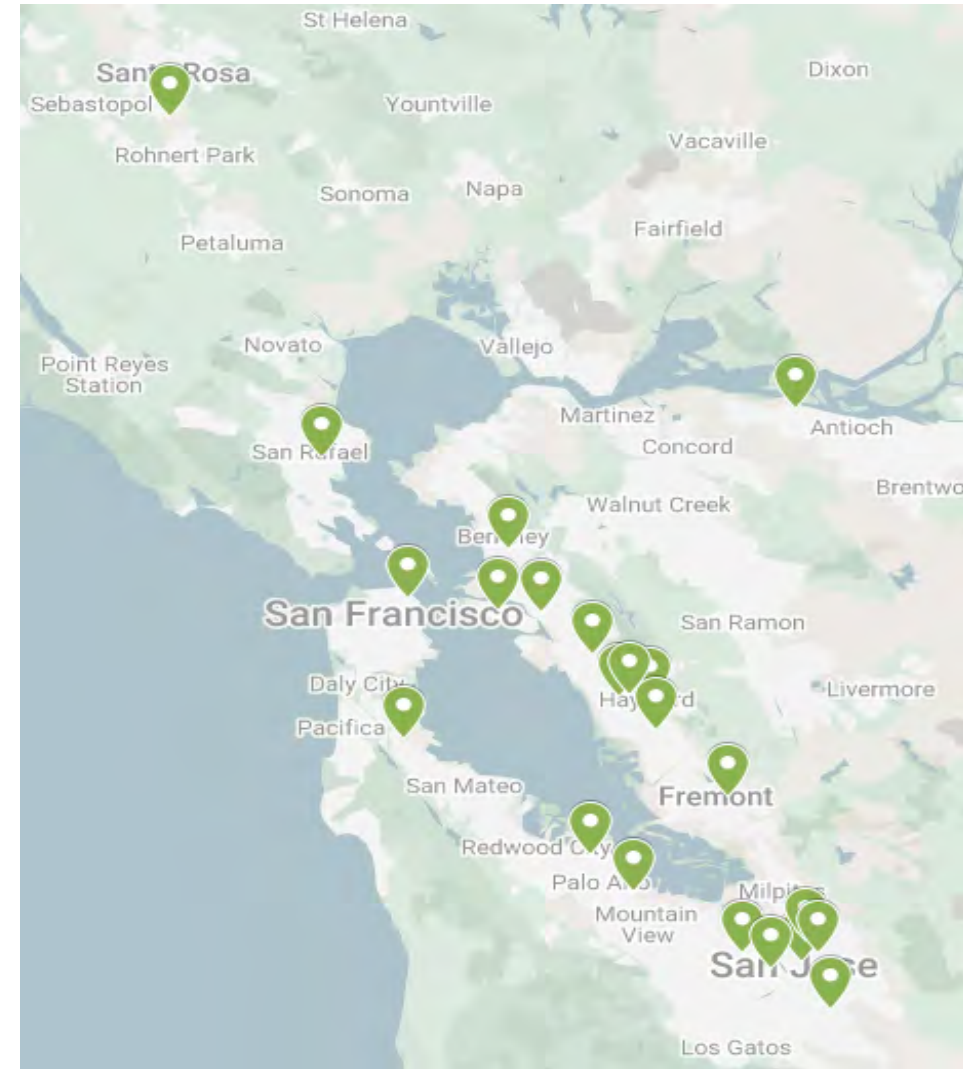
- 64 applications submitted, 61 eligible applications evaluated
- Ten-member application review panel; each application evaluated by two reviewers
- Applications evaluated using published criteria
- Air District staff reviewed results and overall portfolio balance:
 - Available funding by grant type
 - Geographic distribution
 - Project diversity and overlap
- 12 projects recommended for funding

Overview of Recommended Projects

12 Projects Total:

- All projects include air quality education & mitigation measures (12)
- Community air monitoring (5)
- Health resources & services (6)
- Pollution & exposure reduction (9)

Note: Projects may represent more than one project type. A single project may include multiple locations.



Geographic spread of recommended projects

Recommended Action

- Authorize the transfer of \$3,000,000 from Community Benefit Designated Reserves to support and fund the People's Air Grant Program
- Award \$3,000,000 in People's Air Grant funds for recommended projects in impacted communities:
 - **Tier 1 (\$150,000):** 4 projects
 - **Tier 2 (\$200,000):** 4 projects
 - **Tier 3 (\$400,000):** 4 projects
- Authorize the Executive Office/Air Pollution Control Officer (APCO) to execute grant agreements for the recommended projects

Questions & Discussion

For more information:

Elinor Mattern | Senior Staff Specialist | emattern@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: October 7, 2026

Re: Bay REPAIR Local Community Benefits Fund – Award of Round 1 Grants

RECOMMENDED ACTION

Award \$26,540,000 in Bay REPAIR Local Community Benefits Fund grants for Benicia and Surrounding Communities and \$38,752,145 in grants for Richmond and Surrounding Communities, as specified in Attachment 2 (note: an additional \$40,000,000 was already awarded for Benicia Catalyst grant awards). Authorize the Executive Officer/Air Pollution Control Officer to execute grant agreements for the recommended projects. The Community Equity, Health, and Justice Committee recommended approval of this item at its September 9, 2026, meeting.

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 has been allocated to the Local Community Benefits Funds for Benicia and Richmond. The Air District has therefore focused its initial fund disbursement efforts (Round 1) on these two geographic areas.

Program Overview

The Bay REPAIR 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; and
- Strengthen community-driven and collaborative solutions.

Grant Strategies

All projects must advance one or both of the Local Community Benefits 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 changes.

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 - \$5,000,000.
- Catalyst Grants fund multi-stakeholder collaboration over multiple projects. Grant size ranges between \$10,000,000 - \$40,000,000.

Funding Availability

The Bay REPAIR Local Community Benefits Fund for Benicia and Surrounding Communities includes \$66,540,000 in total funding, of which \$40,000,000 was already awarded through Benicia Catalyst Grants by the Board of Directors at its September 2, 2026, meeting. This funding is derived from the following sources:

- 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.
- Interest that has accrued on these funds since collection.

The Bay REPAIR Local Community Benefits Fund for Richmond and Surrounding Communities has \$38,752,145, derived from two sources:

- *Penalty funds*: The Air District fined Chevron and other companies in the Richmond area for various air quality violations. A total of \$15,744,460 in penalty funds, including interest accrued since collection, is available to support projects that are eligible under these Guidelines.
- *Mitigation funds*: Chevron committed to paying into a Community Air Quality Fund to mitigate the effects of potential particulate matter emissions released in violation of Air District Rule 6-5 (Particulate Emissions from Refinery Fluidized Catalytic Cracking Units). The Fund is dedicated to supporting projects that reduce particulate matter emissions and lessen community exposure to particulate matter in areas surrounding the Richmond refinery. A total of \$20,000,000 is available through the Community Air Quality Fund.

Round 1 Application Process

Applications for the Bay REPAIR Local Community Benefits Fund opened on January 29, 2026.

- Applications for the Benicia Catalyst Grant closed on May 1, 2026. The Board of Directors awarded those grants at its September 2, 2026, meeting.
- Applications for all other grant categories, which are the subject of this memo, closed on May 29, 2026. The Community Equity, Health, and Justice Committee reviewed and discussed these applications at its September 9, 2026 meeting.

Throughout the application period, the Air District provided a range of outreach and technical assistance opportunities to support prospective applicants, including:

Overall Grant Support

The Air District implemented multiple outreach approaches to ensure broad and accessible stakeholder engagement.

- *Presentations*: Air District staff presented at 14 City and community meetings between fall 2025 and spring 2026.
- *Q&A*: Air District staff received and answered 250+ stakeholder questions via email.
- *Networking Lists*: Air District staff 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's website as continued public resources for all interested applicants.

- *Grant Information:* Air District staff introduced the program, including goals, eligibility, grant categories, and eligible project types (158 Benicia registrants and 183 Richmond registrants).
- *Grant Development:* Air District staff guided applicants to help strengthen their proposal narratives and measurable outcomes (97 registrants).
- *Tips & Tricks:* Air District staff also 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. There was 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. The Richmond In-Person Networking Session attracted 81 registrants.

Technical Assistance

Consultant Environmental Protection Network (EPN) provided technical assistance to prospective Bay REPAIR applicants, offering individualized support on program requirements and application development.

EPN responded to 53 requests for technical assistance, representing nearly half of the applicant pool, and provided varying levels of one-on-one support to more than 50 prospective applicants, including community-based organizations, local governments, and other eligible entities. Applicants typically received an initial response within two business days, and support was tailored to individual needs and capacity. Assistance ranged from brief email exchanges and office-hour consultations to ongoing meetings and application development and review support.

Technical assistance focused on grant guideline interpretation, eligibility determination, project development, and application preparation. EPN provided guidance on grant type selection (Seed, Opportunity, or Catalyst), geographic and partnership eligibility, project scope alignment, budgeting, work plans, required application materials, and use of the Air District's online application system.

In addition to individualized assistance, EPN hosted office hours attended by 37 entities and coordinated reviews of 18 draft proposals by former U.S. Environmental Protection Agency professionals using the Air District's scoring rubric published in the Grant Guidelines. Overall, EPN provided more than 100 instances of technical assistance, including consultations, grant guidance, resource sharing, and proposal reviews.

Following the application deadline, EPN surveyed applicants who received technical assistance. Eighteen respondents provided feedback, and the average satisfaction score for EPN's assistance was 8.5 out of 10. Feedback received through the survey will help inform future Bay Area REPAIR funding rounds.

Applicant Experience Survey

Following the close of the Round 1 application period, the Air District also surveyed applicants and prospective applicants about their experience with the application process, support resources, and application materials. Thirty individuals responded; key findings are summarized below:

- *Applicants valued the support model.* Respondents generally viewed the available support resources favorably. Informational webinars, website materials, Q&A/email support, technical assistance, and grant-development resources were all used by applicants and generally rated as helpful by those who used them.
- *Technical assistance and Q&A support were especially important.* Among respondents who used EPN technical assistance, 13 of 14 rated it very helpful, and one rated it somewhat helpful. Q&A/email support was also well received, with all 16 users rating it either very helpful or somewhat helpful.
- *Applicants still needed help navigating requirements.* The most common support needed was help understanding application requirements, selected by 16 respondents. Completing application materials was selected by 13 respondents, and finding partners was selected by nine respondents.
- *The application package was manageable for many applicants but resource-intensive for some.* Open-ended comments indicate that some applicants found the volume of documents, templates, financial materials, and file-naming requirements difficult to manage, particularly where applications included multiple projects or co-applicants.
- *Partnership-building support was valuable and should begin early.* Fourteen respondents reported using the in-person networking session, and open-ended feedback indicates that networking was viewed as useful for relationship-building. Several respondents suggested offering networking and partnership support earlier in the application period.

DISCUSSION

Round 1 Application Review Process

Eligible applications were evaluated through a multi-stage review process by Air District staff, consultant Ground Works Consulting, Community Reviewers, and Technical Reviewers.

Completeness Check

Air District staff and Ground Works Consulting 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 window (two business days) to re-submit the missing or incomplete items.

Eligibility Review

Staff and Ground Works Consulting 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, accordance with grant type eligibility per the guidelines (e.g., number of projects, number of co-applicants), and financial capacity to manage grant funds. The financial review was led by Ground Works Consulting. A total of 105 applications, requesting \$378,204,167 in eligible funding, met eligibility requirements and advanced for further review.

Application Scoring

Eligible applications were scored by a pool of 55 reviewers using the published scoring rubric. This included:

- Community Reviewers (24): Recruited through an application process, using criteria such as relevant experience and expertise, community connection and rootedness, and community-focused vision for program impact.
 - o Richmond and Surrounding Communities application reviewers included seven members of the AB 617 Path to Clean Air Community Steering Committee, consisting of six current members and one former member.
- Technical Reviewers (31): Recruited from Air District staff (15) and partner government agencies and organizations (16) with relevant technical expertise.

Each reviewer was trained by Ground Works Consulting on the scoring criteria and rubric, bias awareness, and the scoring platform. Reviewers also signed confidentiality agreements (committing to keep applicant materials and deliberations private) and completed conflict-of-interest disclosures, which Ground Works Consulting reviewed to screen for and address any conflicts prior to scoring. Reviewers then scored applications independently.

Twenty reviewer teams were then formed to evaluate assigned applications. Reviewer teams met 1-2 times for facilitated check-ins to surface clarifying questions, share perspectives, and listen to insights from one another. Alignment of Reviewers' scores and comments was neither required nor expected.

Each application reviewer team consisted of at least one Community Reviewer: Seed Grant applications were reviewed by two Reviewers (one Community and one Technical), Opportunity Grant applications by three Reviewers (one Community and two Technical), and Catalyst Grant applications by four Reviewers (two Community and two Technical).

Recommendation Development

Section 11.4 of the Grant Guidelines states that “Air District staff [will] review the highest scoring applications, considering criteria such as the available funding for each grant type, geographical diversity and representation, and project diversity and overlap. Air District staff may check references listed in the application as well as additional references, including local government entities in the project area. Air District staff will finalize a recommended portfolio of projects for funding.”

Accordingly, after application scoring was completed, Air District staff conducted a multi-step review process that considered reviewer scores, program alignment, technical feasibility, implementation feasibility, and overall portfolio balance in developing funding recommendations.

- *Application Scoring:* Staff reviewed all eligible applications based on reviewer scores. Applications scoring below the 50th percentile generally were not advanced unless they demonstrated strong technical feasibility, strong alignment with Local Community Benefits Fund goals, and meaningful contributions to portfolio balance.
- *Program Alignment:* Applications were not advanced if they did not align with the Local Community Benefits Fund goals outlined in the Round 1 Grant Guidelines. Eligible projects must be rooted in community-identified priorities and demonstrate clear strategies to address environmental justice, public health, or just transition challenges. Strong proposals reduce air pollution and its impacts, improve community health and well-being, support economic resilience in the transition away from fossil fuel dependence, and foster collaborative, community-led solutions that address interconnected local needs.
- *Technical Feasibility:* Applications were reviewed by Air District staff with expertise relevant to the proposed project activities, including air monitoring, transportation electrification, building electrification, and environmental justice, as applicable. Applications were not advanced if subject matter expert review indicated that the project was not technically sound, was unlikely to be successfully implemented, or did not adequately demonstrate its ability to achieve the proposed outcomes based on the application materials provided.
- *Implementation Feasibility:* Applications were not advanced if the review identified concerns about the applicant’s capacity to effectively manage and deliver the proposed project. Such concerns included limited organizational capacity, inadequate financial management or controls, a lack of appropriate project partners, or other factors that could jeopardize successful implementation.

- **Portfolio Balance:** Applications were evaluated within the context of the overall Round 1 portfolio to ensure that recommended investments collectively advanced the goals of the Local Community Benefits Fund. In developing funding recommendations, staff considered factors such as environmental justice impacts, geographic distribution, diversity of project and organization types, anticipated community benefits, and an appropriate balance of planning, capacity-building, and implementation activities across geographies and grant categories.

Due Diligence

Staff conducted due diligence on finalist applicants, including reviews of organizational standing and regulatory compliance, assessments of financial capacity, and reference checks to evaluate each organization's ability to successfully implement the proposed project.

Round 1 Applications Received

The Air District received 125 applications requesting a total of \$493,625,595 in funding. Of these, 105 applications passed eligibility review and sought a combined \$378,204,167 from \$105,292,145 in available Round 1 funds. Overall, demand significantly exceeded available resources: Round 1 was 3.6 times oversubscribed, meaning eligible applicants requested more than three and a half times the funding available.

Attachment 1 provides a list of all eligible applications. The table below summarizes Round 1 applications received, including eligibility assessments and associated funding requests across each grant type.

	Round 1 Total	Catalyst	Opportunity	Seed
Applications	125	11	78	36
Projects	229	42	151	36
Funding Requested	\$493,625,595	\$207,308,000	\$279,145,481	\$7,172,114
Ineligible Applications (%)	16%	45%	13%	14%
Eligible Applications	105	6	68	31
Eligible Funding Requested	\$378,204,167	\$125,107,989	\$247,049,834	\$6,046,344
Eligible Projects	181	30	120	31

Benicia and Surrounding Communities

The Air District received 61 applications from the Benicia and Surrounding Communities funding area, requesting a total of \$242,155,742. Following eligibility review, 51 applications advanced, seeking \$201,245,671 in funding. With \$66,540,000 available for awards, the funding pool was 3.02 times oversubscribed, meaning eligible applicants requested just over three times the funding available. Of the total funding available, \$40,000,000 has been allocated to Benicia Catalyst grants, leaving \$26,540,000 available for Benicia Opportunity and Seed grants.

	Benicia Total	Catalyst	Opportunity	Seed
Applications	61	3	41	17
Projects	110	8	85	17
Funding Requested	\$242,155,742	\$90,770,910	\$147,951,379	\$3,433,453
Eligible Applications	51	2	36	13
Ineligible Applications (%)	16%	33%	12%	24%
Eligible Funding Requested	\$201,245,671	\$65,770,910	\$132,969,078	\$2,505,683
Eligible Projects	88	7	68	13

Richmond and Surrounding Communities

The Air District received 64 applications from the Richmond and Surrounding Communities funding area, requesting a total of \$251,469,853. Of these, 54 applications passed eligibility review and requested \$176,958,496 in funding. With \$38,752,145 available for awards, the funding pool was 4.6 times oversubscribed, meaning eligible applicants requested more than four and a half times the funding available.

	Richmond Total	Catalyst	Opportunity	Seed
Applications	64	8	37	19
Projects	119	34	66	19
Funding Requested	\$251,469,853	\$116,537,090	\$131,194,103	\$3,738,661
Eligible Applications	54	4	32	18
Ineligible Applications (%)	16%	50%	14%	5%
Eligible Funding Requested	\$176,958,496	\$59,337,079	\$114,080,757	\$3,540,661
Eligible Projects	93	23	52	18

Grant Recommendations

A list of recommended grant awards appears on the following pages, with Attachment 2 providing summaries of all applications recommended for funding. Full applications are available on the Air District's website, at <https://www.baaqmd.gov/en/Community-Health/Community-Investments-Office>

Benicia and Surrounding Communities

Staff recommend the following award recipients go to the Board for consideration and approval:

Lead Applicant	Co-Applicant(s)	Location	Grant Type	Award Rec.
Benicia Unified School District	-	Benicia	Catalyst	\$10,000,000 (already awarded)
City of Benicia	-	Benicia	Catalyst	\$30,000,000 (already awarded)
NorthBay Healthcare Corporation	Touro University	Vallejo	Opportunity	\$5,000,000
Public Health Institute - Regional Asthma Management and Prevention	University of California San Francisco, Solano Family & Children's Services, CoCo Kids, Bay Area Community Resources, Lincoln Families	Benicia, Pittsburg, Vallejo	Opportunity	\$2,473,898
University of California Berkeley	City of Martinez	Martinez	Opportunity	\$661,112
City of Benicia	Solano Economic Development Corporation	Benicia	Opportunity	\$5,000,000
Working Waterfront Coalition	Cal Poly Maritime Academy	Bay Point, Clyde, Concord, Crockett, Martinez, Mountain View, Pacheco, Pittsburg, Port Costa, Rodeo, Vallejo, Vine Hill	Opportunity	\$1,755,440
Western States Council of Sheet Metal, Air, Rail, Transportation Workers (SMART)	Sheet Metal Workers' Local Union No. 104, Emerald Cities Collaborative	Bay Point, Benicia, Concord, Clyde, Crockett, Martinez, Mountain View, Pacheco, Pittsburg, Port Costa, Rodeo, Vallejo, Vine Hill	Opportunity	\$5,000,000
Mt Diablo Unified School District	Mt Diablo Education Foundation,	Bay Point	Opportunity	\$3,539,738

	Growing Healthy Kids, Sigler Corporation			
Sustainable Solano	4th Second, Arts Benicia, Benicia Tree Foundation, City of Benicia	Benicia, Vallejo	Opportunity	\$2,410,392
John Muir Land Trust	-	Bay Point, Concord, Pittsburg	Seed	\$200,000
La Clinica de la Raza	-	Bay Point, Concord, Pittsburg, Vallejo	Seed	\$200,000
Fresh Air Vallejo	-	Vallejo	Seed	\$100,000
Benicia Community Air Monitoring Program	-	Benicia	Seed	\$199,420

Richmond and Surrounding Communities

Staff recommend the following award recipients go to the Board for consideration and approval. This list includes projects funded with penalty funds and mitigation funds, including the Richmond Community Air Quality Fund.

Lead Applicant	Co-Applicant(s)	Location	Grant Type	Award Rec
County of Contra Costa	Urban Tilth, Community Housing Development Corporation, The Watershed Project, Bay Area Regional Energy Network	North Richmond	Catalyst	\$12,934,417
City of Richmond	STEAM the Streets, GRID Alternatives, Groundwork Richmond, LifeLong Medical Care, Rich City Rides, Richmond Trees, Rising Juntos, RYSE Inc, The Black Neighborhood, The Watershed Project, University of California Berkeley	Richmond	Catalyst	\$10,681,489
City of San Pablo	Safe Organized Spaces Richmond	San Pablo	Opportunity	\$1,355,044

East Bay Economic Development Alliance	Friends of the Port	Richmond	Opportunity	\$962,959
Strategic Energy Innovations	Sustainable Contra Costa, Groundwork Richmond	Richmond, San Pablo	Opportunity	\$1,084,476
Growing Together	Planting Justice, West Contra Costa Unified School District, The Watershed Project	Richmond, San Pablo	Opportunity	\$2,072,123
The Labor Institute	United Steelworkers Local 5, Jobs with Justice San Francisco	Richmond	Opportunity	\$3,547,761
City of Pinole	Rebuilding Together East Bay Network	Pinole	Opportunity	\$4,999,682
Bay Area Community Resources	-	Richmond	Seed	\$200,000
California Center for Movement Legal Services	-	Richmond, San Pablo	Seed	\$199,930
Nepali Association of Northern California	-	El Sobrante, Richmond, Pinole	Seed	\$198,000
Asian Pacific Environmental Network	-	Richmond	Seed	\$200,000
FIERCE Advocates (Families and Individuals Equitably Rooted in Collective Empowerment)	-	North Richmond, Richmond, San Pablo	Seed	\$200,000
Coalition for Clean Air	-	Richmond	Seed	\$116,264

Partial Award Recommendations

Air District staff recommend partial awards in a limited number of cases, based on factors such as availability of funds, application scoring, program alignment, project scope, budget considerations, and portfolio balance. Staff recommend full award amounts whenever feasible.

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.

Future Funding in Richmond and Surrounding Communities

Chevron may pay additional penalty and mitigation funds if it remains out of compliance with Rule 6-5 for the period of July 21, 2026 – July 20, 2027. If such additional funding becomes available, staff will evaluate previously submitted Round 1 applications that were not selected for funding and may return to the Board of Directors with recommendations for allocating these new funds, subject to Board approval. This process would not alter or revisit funding decisions already approved by the Board.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for the Bay REPAIR 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. Bay REPAIR Round 1 - Eligible Applications
2. Bay REPAIR Round 1 - Recommended Award Summaries
3. Bay REPAIR Round 1 - Presentation

Bay REPAIR Local Community Benefits Fund: Round 1

Eligible Applications:

Benicia Opportunity and Seed Grants

Richmond Catalyst, Opportunity, and Seed Grants

The tables below summarize all eligible applications received for the Benicia and Surrounding Communities area and the Richmond and Surrounding Communities area, along with key application information and Air District staff funding recommendations. Funding recommendations were developed through a multi-step review process that considered reviewer scores, program alignment, technical and implementation feasibility, and overall portfolio balance. Additional information on these evaluation criteria is provided in the attached memorandum. For applications not recommended for funding, the Justification column provides a brief explanation of the factors that informed staff's recommendation.

I. Eligible Applications – Benicia and Surrounding Communities

OPPORTUNITY GRANT

Lead Applicant	Co-Applicant(s)	Location	Funding Request	Score (out of 150)	Staff Rec.	Justification
NorthBay Healthcare Corporation	Touro University	Vallejo	\$5,000,000	142.7	Fund	Fund
Public Health Institute- Regional Asthma Management and Prevention	University of California San Francisco, Solano Family & Children's Services, CoCo Kids, Bay Area Community Resources, Lincoln Families	Benicia, Pittsburg, Vallejo	\$2,473,898	136	Fund	Fund

Lead Applicant	Co-Applicant(s)	Location	Funding Request	Score (out of 150)	Staff Rec.	Justification
University of California Berkeley	City of Martinez	Martinez	\$661,112	134	Fund	Fund
The Watershed Project	Contra Costa County	Bay Point, Concord, Clyde, Crockett, Martinez, Mountain View, Pacheco, Pittsburg, Port Costa, Rodeo, Vine Hill	\$1,203,384	132.7	Do Not Fund	Portfolio Balance
Our Children's Earth Foundation	Hyphae Design Laboratory, Citizen Air Monitoring Network	Benicia, Crockett, Martinez, Rodeo, Vallejo	\$1,574,692	131.7	Do Not Fund	Technical Feasibility
University of California Davis	Citizen Air Monitoring Network, University of California San Francisco, Columbia University	Crockett, Martinez, Rodeo, Vallejo	\$4,996,085	130.1	Do Not Fund	Technical Feasibility
City of Martinez	Marin Clean Energy	Martinez	\$688,625	129.3	Do Not Fund	Portfolio Balance
Center for Transportation and the Environment	Stax Engineering, East Contra Costa Transit Authority	Benicia, Crockett, Martinez, Rodeo	\$5,000,000	129.2	Do Not Fund	Technical Feasibility
City of Benicia	Solano Economic Development Corporation	Benicia	\$5,000,000	128.7	Fund	Fund

Lead Applicant	Co-Applicant(s)	Location	Funding Request	Score (out of 150)	Staff Rec.	Justification
Working Waterfront Coalition	Cal Poly Maritime Academy	Bay Point, Concord, Clyde, Crockett, Martinez, Mountain View, Pacheco, Pittsburg, Port Costa, Rodeo, Vallejo, Vine Hill	\$1,755,440	128.3	Fund	Fund
East Bay Economic Development Alliance	East Bay Community Foundation, San Jose State University Research Foundation, The Corporation for Manufacturing Excellence	Bay Point, Benicia, Crockett, Martinez, Pittsburg, Rodeo, Vallejo	\$4,946,639	127	Do Not Fund	Portfolio Balance
Canvasback Missions, Inc	the Design Guild, Butterfly Bearthworks	Vallejo	\$1,995,750	125.7	Do Not Fund	Program Alignment
Choice in Aging	Contra Costa Senior Legal Services, Disability Rights California, Physicians, Scientists & Engineers for Healthy Energy, University of California Berkeley, Root and Bloom, Teach Earth Action	Bay Point, Benicia, Concord, Clyde, Crockett, Martinez, Mountain View, Pacheco, Pittsburg, Port Costa, Rodeo, Vallejo, Vine Hill	\$5,000,000	123.3	Do Not Fund	Portfolio Balance

Lead Applicant	Co-Applicant(s)	Location	Funding Request	Score (out of 150)	Staff Rec.	Justification
Western States Council of Sheet Metal, Air, Rail and Transportation Workers (SMART)	Sheet Metal Workers' Local Union No. 104, Emerald Cities Collaborative	Bay Point, Benicia, Concord, Clyde, Crockett, Martinez, Mountain View, Pacheco, Pittsburg, Port Costa, Rodeo, Vallejo, Vine Hill	\$5,000,000	123.1	Fund	Fund
Mt Diablo Unified School District	Mt Diablo Education Foundation, Growing Healthy Kids, Sigler Corporation	Bay Point	\$5,000,000	119	Fund	Fund
Kaiser Foundation Research Institute, Kaiser Permanente Research Northern California	Breathe CA, Solano County Health and Social Services- Public Health Division, Public Health Institute- Regional Asthma Management and Prevention	Benicia, Vallejo	\$3,946,468	118	Do Not Fund	Portfolio Balance
Sustainable Solano	4th Second, Arts Benicia, Benicia Tree Foundation, City of Benicia	Benicia, Vallejo	\$2,410,392	116.3	Fund	Fund
Solano Transportation Authority	Solano County Public Health, City of Benicia, City of Vallejo	Benicia, Vallejo	\$1,660,000	115.7	Do Not Fund	Program Alignment

Lead Applicant	Co-Applicant(s)	Location	Funding Request	Score (out of 150)	Staff Rec.	Justification
Vallejo City Unified School District	Opterra Energy Services	Vallejo	\$4,987,304	111.3	Do Not Fund	Scoring
Acterra: Action for a Healthy Planet	Pittsburg Unified School District, Oransi, Clarity Movement Co	Pittsburg	\$3,008,095	109.3	Do Not Fund	Scoring
City of Vallejo	Touro University California, Solano Community Foundation	Vallejo	\$5,000,000	109.3	Do Not Fund	Scoring
Contra Costa County-Conservation and Development Department	Bay Area Regional Energy Network, Marin Clean Energy, Contra Costa County- Contra Costa Health Environmental Health Division, City of Vallejo, City of Pittsburg	Bay Point, Concord, Clyde, Crockett, Martinez, Mountain View, Pacheco, Pittsburg, Port Costa, Rodeo, Vine Hill	\$5,000,000	106.6	Do Not Fund	Scoring
Solano Community College District	Opterra Energy Services	Vallejo	\$2,155,041	105.2	Do Not Fund	Scoring
Contra Costa Community College District	Opterra Energy Services	Bay Point, Pittsburg	\$4,917,342	104.8	Do Not Fund	Scoring
Solano Community Foundation	Flavor Insights LLC	Benicia, Vallejo	\$4,019,302	104.3	Do Not Fund	Scoring
First 5 Solano Children and Families Commission	Child Start Inc., Resource Management	Vallejo	\$5,000,000	103.1	Do Not Fund	Scoring

Lead Applicant	Co-Applicant(s)	Location	Funding Request	Score (out of 150)	Staff Rec.	Justification
GRID Alternatives	New Horizons Career Development Center	Benicia, Crockett, Rodeo, Tormey	\$2,399,900	102	Do Not Fund	Scoring
Rodeo Sanitary District	Opterra Energy Services	Rodeo, Tormey	\$4,917,342	100.7	Do Not Fund	Scoring
Benicia Unified School District	City of Benicia	Benicia	\$5,000,000	100.3	Do Not Fund	Scoring
The Climate Initiative	University of California Riverside, University of California Berkeley, Corsi-Rosenthal Foundation	Bay Point, Benicia, Concord, Clyde, Crockett, Martinez, Mountain View, Pacheco, Pittsburg, Port Costa, Rodeo, Vallejo, Vine Hill	\$4,797,582	99.7	Do Not Fund	Scoring
Pittsburg Unified School District	KYA Services LLC	Pittsburg	\$5,000,000	97.2	Do Not Fund	Scoring
Benicia Community Air Monitoring Program	City of Benicia, University of California Los Angeles	Benicia	\$5,000,000	92.7	Do Not Fund	Scoring
Meals on Wheels Diablo Region	Meals on Wheels Solano County	Benicia, Vallejo	\$5,000,000	87.7	Do Not Fund	Scoring
John Swett Unified School District	KYA Services LLC	Crockett	\$5,000,000	82.3	Do Not Fund	Scoring
Benicia Makerspace	Solano Community Foundation	Benicia	\$4,597,185	59	Do Not Fund	Scoring
Martinez Unified School District	LilypadEV.com	Martinez	\$522,035	49.8	Do Not Fund	Scoring

SEED GRANT

Lead Applicant	Co-Applicant(s)	Location	Funding Request	Score (out of 100)	Staff Rec.	Justification
John Muir Land Trust	N/A	Pittsburg, Bay Point, Concord	\$200,000	98	Fund	Fund
La Clinica de La Raza	N/A	Vallejo, Bay Point, Pittsburg	\$200,000	97.5	Fund	Fund
Fresh Air Vallejo	N/A	Vallejo	\$100,000	97	Fund	Fund
The Society of St. Vincent de Paul, St. Dominic Conference	N/A	Benicia	\$200,000	96	Do Not Fund	Program Alignment
Benicia Makerspace	N/A	Benicia	\$139,685	94.5	Do Not Fund	Program Alignment
White Pony Express	N/A	Bay Point, Concord, Martinez, Pittsburg, Rodeo	\$200,000	92.5	Do Not Fund	Program Alignment
Benicia Historical Society, Inc.	N/A	Benicia	\$200,000	84.5	Do Not Fund	Program Alignment
Cool the Earth	N/A	Vallejo, Pittsburg	\$200,000	83.5	Do Not Fund	Program Alignment
Greenbelt Alliance	N/A	Vallejo	\$200,000	80.5	Do Not Fund	Implementation Feasibility
Benicia Main Street	N/A	Benicia	\$200,000	78	Do Not Fund	Program Alignment
Benicia Community Air Monitoring Program	N/A	Benicia	\$199,420	69.3	Fund	Fund
Plug In America	N/A	Benicia	\$100,000	57	Do Not Fund	Scoring
The Tim and Jeannie Hamann Foundation	N/A	Benicia, Vallejo	\$283,289	32	Do Not Fund	Scoring

II. Eligible Applications – Richmond and Surrounding Communities

CATALYST GRANT

Lead Applicant	Co-Applicant(s)	Location	Funding Request	Score (out of 150)	Staff Rec.	Justification
County of Contra Costa	Urban Tilth, Contra Costa Health Services, Community Housing Development Corporation, Richmond LAND, The Watershed Project, Bay Area Regional Energy Network	North Richmond	\$14,846,558	123	Fund	Fund
City of Richmond	STEAM the Streets, GRID Alternatives, Groundwork Richmond, LifeLong Medical Care, Rich City Rides, Richmond Community Foundation, Richmond Trees, Rising Juntos, RYSE Inc, The Black Neighborhood, The Watershed Project, University of California Berkeley	Richmond	\$15,000,000	122.2	Fund	Fund

Lead Applicant	Co-Applicant(s)	Location	Funding Request	Score (out of 150)	Staff Rec.	Justification
Contra Costa Community College District	Opterra Energy Services, MCE Community Choice Energy, Strategic Energy Innovations	San Pablo	\$14,890,521	116.8	Do Not Fund	Scoring
Richmond Community Foundation	Workforce Development Board of Contra Costa County, Viridi Parente Inc	Richmond	\$14,600,000	91.5	Do Not Fund	Scoring

OPPORTUNITY GRANT

Lead Applicant	Co-Applicant(s)	Location	Funding Request	Score (out of 150)	Staff Rec.	Justification
City of San Pablo	Safe Organized Spaces Richmond	San Pablo	\$1,355,044	137.5	Fund	Fund
University of California, San Francisco	Public Health Institute, CocoKids, Bay Area Community Resources	Bayview, East Richmond Heights, El Sobrante, Montalvin Manor, North Richmond, Pinole, Richmond, Rollingwood, San Pablo, Tara Hills	\$2,200,831	133.7	Do Not Fund	Portfolio Balance

Lead Applicant	Co-Applicant(s)	Location	Funding Request	Score (out of 150)	Staff Rec.	Justification
Ridgeline	West Contra Costa Unified School District	Richmond, North Richmond, San Pablo	\$4,900,145	130	Do Not Fund	Portfolio Balance
Richmond Police Activities League	City of Richmond Employment and Training Department	Richmond	\$4,844,250	128	Do Not Fund	Portfolio Balance
East Bay Economic Development Alliance	East Bay Community Foundation, Friends of the Port, San Jose State University Research Foundation, The Corporation for Manufacturing Excellence	Richmond	\$4,977,286	126.9	Fund	Fund
Strategic Energy Innovations	Sustainable Contra Costa, Groundwork Richmond	Richmond, San Pablo	\$1,084,476	126	Fund	Fund
Just Cities Institute	Safe Organized Spaces Richmond, Eviction Defense Center, Bay Area Legal Aid	North Richmond, Richmond, San Pablo	\$4,982,135	125.6	Do Not Fund	Portfolio Balance
San Pablo Economic Development Corporation	Contra Costa Community College District	North Richmond, Richmond, San Pablo	\$4,477,499	125.3	Do Not Fund	Portfolio Balance
Our Children's Earth Foundation	Communities for a Better Environment, Hyphae Design Laboratory	El Sobrante, North Richmond, Richmond, San Pablo	\$864,835	125.3	Do Not Fund	Technical Feasibility

Lead Applicant	Co-Applicant(s)	Location	Funding Request	Score (out of 150)	Staff Rec.	Justification
Growing Together	Trust for Public Land, Planting Justice, West Contra Costa Unified School District, The Watershed Project, Cycles of Change, Local Motion	Richmond, San Pablo	\$5,000,000	124.8	Fund	Fund
Caliber East Bay Real Estate	Caliber: Beta Academy, Blueprint	San Pablo	\$4,730,125	122	Do Not Fund	Portfolio Balance
The Labor Institute	United Steelworkers Local 5, Jobs with Justice San Francisco	Richmond	\$3,547,761	121.7	Fund	Fund
Contra Costa Community College District	Opterra Energy Services	Richmond, San Pablo	\$3,978,147	120	Do Not Fund	Portfolio Balance
Urban Tilth	Rich City	Richmond	\$4,949,844	119.8	Do Not Fund	Portfolio Balance
Physicians, Scientists & Engineers for Healthy Energy	Alliance of Californians For Community Empowerment Institute, Association for Energy Affordability, University of California Berkeley	North Richmond, Richmond, San Pablo	\$4,994,461	119	Do Not Fund	Portfolio Balance
City of Pinole	Rebuilding Together East Bay Network	Pinole	\$4,999,682	118	Fund	Fund
California Emerging Technology Fund	Tech Exchange, EVOAK!	Richmond	\$1,837,410	116	Do Not Fund	Scoring

Lead Applicant	Co-Applicant(s)	Location	Funding Request	Score (out of 150)	Staff Rec.	Justification
Western States Council of Sheet Metal, Air, Rail and Transportation Workers (SMART)	Sheet Metal Workers' Local Union No. 104, Emerald Cities Collaborative	Bayview, East Richmond Heights, El Sobrante, Montalvin Manor, North Richmond, Pinole, Richmond, Rollingwood, San Pablo, Tara Hills	\$5,000,000	114.9	Do Not Fund	Scoring
Community Health for Asian Americans	ABLE Community Development Foundation	Richmond	\$1,950,383	113	Do Not Fund	Scoring
Aliados Health	LifeLong Medical Care	Richmond, San Pablo	\$5,000,000	109	Do Not Fund	Scoring
Building Decarbonization Coalition	QuEST Inc, The Ortiz Group LLC	Bayview, East Richmond Heights, El Sobrante, Montalvin Manor, North Richmond, Pinole, Richmond, Rollingwood, San Pablo, Tara Hills	\$4,909,500	108.7	Do Not Fund	Scoring
Cool the Earth	City of Richmond, RFC Connects	Richmond	\$3,092,960	108.3	Do Not Fund	Scoring
Amethod Public Schools	Bay City Mechanical	Richmond	\$5,000,000	106.8	Do Not Fund	Scoring
Contra Costa Fire Protection Department	City of Richmond Fire Department	Richmond	\$2,914,020	106.3	Do Not Fund	Scoring

Lead Applicant	Co-Applicant(s)	Location	Funding Request	Score (out of 150)	Staff Rec.	Justification
East Bay Regional Park District	Trust for Public Land	Richmond	\$2,850,000	104.7	Do Not Fund	Scoring
East Bay Broadband Consortium	Richmond Public Library	Richmond	\$1,191,876	104.3	Do Not Fund	Scoring
Contra Costa Transportation Authority	Contra Costa County Public Works, Voltpost, International Brotherhood of Electrical Workers Local 302, City of San Pablo, City of Richmond	Richmond, San Pablo	\$1,929,894	103.7	Do Not Fund	Scoring
Meals on Wheels Diablo Region	City of San Pablo Community Services Department	El Sobrante, North Richmond, Pinole, Richmond, San Pablo	\$5,000,000	103.3	Do Not Fund	Scoring
All Positives Possible	University of California Davis	Richmond	\$4,992,000	100.7	Do Not Fund	Scoring
City of Richmond	Parchester Village Neighborhood Council, Meritage Homes Corporation	Richmond	\$5,000,000	97.7	Do Not Fund	Scoring
The Foundation for Clean Air	IQAir	Richmond	\$776,193	88.3	Do Not Fund	Scoring
East Brother Light Station, Inc.	Rosie the Riveter Trust, Bay Area Girls Club, Working Waterfront Coalition	Richmond	\$750,000	86.3	Do Not Fund	Scoring

SEED GRANT

Lead Applicant	Co-Applicant(s)	Location	Funding Request	Score (out of 100)	Staff Rec.	Justification
Bay Area Community Resources	N/A	Richmond	\$200,000	94.5	Fund	Fund
California Center for Movement Legal Services	N/A	Richmond, San Pablo	\$199,930	91	Fund	Fund
Nepali Association of Northern California	N/A	El Sobrante, Pinole, Richmond	\$198,000	90.5	Fund	Fund
Asian Pacific Environmental Network	N/A	Richmond	\$200,000	89.5	Fund	Fund
FIERCE Advocates	N/A	North Richmond, Richmond, San Pablo	\$200,000	86	Fund	Fund
Brighter Beginnings	N/A	Richmond	\$120,771	85.5	Do Not Fund	Program Alignment
Coalition for Clean Air	N/A	Richmond	\$116,264	84.5	Fund	Fund
TransForm	N/A	North Richmond, Richmond	\$200,000	81	Do Not Fund	Scoring
White Pony Express	N/A	Pinole, Richmond, San Pablo	\$200,000	77.5	Do Not Fund	Scoring
Plug In America	N/A	Richmond	\$100,000	76.5	Do Not Fund	Scoring
The Fountain Project	N/A	Richmond	\$200,000	74.5	Do Not Fund	Scoring
Bayview Community Concerned Citizens	N/A	North Richmond, Pinole	\$200,000	73	Do Not Fund	Scoring

Lead Applicant	Co-Applicant(s)	Location	Funding Request	Score (out of 100)	Staff Rec.	Justification
Cancer Support Community San Francisco Bay Area	N/A	North Richmond, Richmond, San Pablo	\$200,000	72	Do Not Fund	Scoring
Safe Organized Spaces Richmond	N/A	Pinole, Richmond, San Pablo	\$200,000	69.5	Do Not Fund	Scoring
Richmond Museum Association, Inc.	N/A	Richmond	\$561,000	67.5	Do Not Fund	Scoring
Rose Foundation for Communities and the Environment	N/A	Richmond, San Pablo	\$200,000	65.5	Do Not Fund	Scoring
Rosie the Riveter Trust	N/A	Richmond	\$50,000	50.5	Do Not Fund	Scoring
Lions Center for the Visually Impaired	N/A	Bayview, East Richmond Heights, Montalvin Manor, North Richmond, Richmond, Rollingwood, San Pablo, Tara Hills	\$194,696	48	Do Not Fund	Scoring

Bay REPAIR Local Community Benefits Fund: Round 1

Recommended Award Summaries:

Benicia Opportunity and Seed Grants

Richmond Catalyst, Opportunity, and Seed Grants

September 9, 2026

SUMMARY

The Air District received 125 grant applications. Of these, 105 applications passed eligibility review. 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 in a limited number of cases, based on factors such as application scores, reviewer feedback, alignment with program goals and funding priorities, project scope, budget and workplan appropriateness, activity and cost eligibility, applicant capacity, and other considerations related to responsible stewardship of penalty funds. Staff recommend full award amounts whenever feasible. 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

Following a review of the 51 eligible applications received in Benicia and surrounding communities, staff recommend awarding funds to 14 applicants. (Note: this includes Benicia Catalyst Grants already awarded by the Board of Directors at its September 2, 2026 meeting.) The following recommendations are submitted for Board consideration and adoption:

**Bay REPAIR Local Community Benefits Fund: Round 1
Application Summaries**

Lead Applicant	Co-Applicant(s)	Location	Grant Type	Award Rec.
Benicia Unified School District	-	Benicia	Catalyst	\$10,000,000 (already awarded)
City of Benicia	-	Benicia	Catalyst	\$30,000,000 (already awarded)
NorthBay Healthcare Corporation	Touro University	Vallejo	Opportunity	\$5,000,000
Public Health Institute - Regional Asthma Management and Prevention	University of California San Francisco, Solano Family & Children's Services, CoCo Kids, Bay Area Community Resources, Lincoln Families	Benicia, Pittsburg, Vallejo	Opportunity	\$2,473,898
University of California Berkeley	City of Martinez	Martinez	Opportunity	\$661,112
City of Benicia	Solano Economic Development Corporation	Benicia	Opportunity	\$5,000,000
Working Waterfront Coalition	Cal Poly Maritime Academy	Bay Point, Clyde, Concord, Crockett, Martinez, Mountain View, Pacheco, Pittsburg, Port Costa, Rodeo, Vallejo, Vine Hill	Opportunity	\$1,755,440
Western States Council of Sheet Metal, Air, Rail and Transportation Workers (SMART)	Sheet Metal Workers' Local Union No. 104, Emerald Cities Collaborative	Bay Point, Benicia, Concord, Clyde, Crockett, Martinez, Mountain View, Pacheco, Pittsburg, Port Costa, Rodeo, Vallejo, Vine Hill	Opportunity	\$5,000,000

**Bay REPAIR Local Community Benefits Fund: Round 1
Application Summaries**

Lead Applicant	Co-Applicant(s)	Location	Grant Type	Award Rec.
Mt Diablo Unified School District	Mt Diablo Education Foundation, Growing Healthy Kids, Sigler Corporation	Bay Point	Opportunity	\$3,539,738
Sustainable Solano	4th Second, Arts Benicia, Benicia Tree Foundation, City of Benicia	Benicia, Vallejo	Opportunity	\$2,410,392
John Muir Land Trust	-	Bay Point, Concord, Pittsburg	Seed	\$200,000
La Clinica de la Raza	-	Bay Point, Concord, Pittsburg, Vallejo	Seed	\$200,000
Fresh Air Vallejo	-	Vallejo	Seed	\$100,000
Benicia Community Air Monitoring Program	-	Benicia	Seed	\$199,420

RECOMMENDED BENICIA OPPORTUNITY GRANT AWARDEES: APPLICATION SUMMARIES

1) Lead Applicant: NorthBay Healthcare Corporation

- **Application Title:** Vallejo BREATHE Initiative
- **Award Recommendation:** \$5,000,000 (**Award Request:** \$5,000,000)
- **Grant Term:** 3 years
- **Project Location:** Vallejo
- **Co-Applicant(s):** Touro University
- **Projects:** 1
- **Application Description:** A public health initiative that combines workforce development, home-based interventions, and expanded clinical care to address the health impacts of air pollution in Vallejo. Through the Air Aware Healthcare Workforce program, residents will be trained as Community Health Workers to provide health

Bay REPAIR Local Community Benefits Fund: Round 1
Application Summaries

education and outreach while accessing mentorship and healthcare career pathways. The BREATHE Healthy Homes program will provide home environmental assessments, asthma education, trigger reduction support, high-efficiency particulate air (HEPA) purifiers, and other indoor air quality resources to residents at elevated risk of respiratory illness. The project also includes establishing the BREATHE Cardiopulmonary Care Clinic, a dedicated outpatient clinic focused on the diagnosis, treatment, and management of respiratory and cardiovascular conditions associated with environmental exposures.

2) Lead Applicant: Public Health Institute – Regional Asthma Management and Prevention

- **Application Title:** Childcare Clean Air
 - **Award Recommendation:** \$2,473,897 (**Award Request:** \$2,473,897)
 - **Grant Term:** 3 years
 - **Project Location:** Benicia, Pittsburg, Vallejo
 - **Co-Applicant(s):** University of California San Francisco, Solano Family & Children's Services, CoCo Kids, Bay Area Community Resources, Lincoln Families
 - **Projects:** 1
 - **Application Description:** An air quality initiative serving Benicia, Pittsburg, and Vallejo that will improve indoor air quality in childcare settings and homes through heating, ventilation, and air conditioning (HVAC) upgrades, air filtration, and community education. The project will provide HVAC improvements at two First 5 early childhood resource centers and 3-4 large childcare facilities; deliver tailored educational programming for parents, caregivers, and childcare providers; and distribute HEPA air purifiers and replacement filters to at least 500 childcare facilities. Participating families and caregivers will also receive 200 HEPA air cleaners and replacement filters to help reduce exposure to indoor air pollutants.
-

3) Lead Applicant: University of California, Berkeley

- **Application Title:** Healthy Martinez: Monitoring and Education for Frontline Resilience
- **Award Recommendation:** \$682,654 (**Award Request:** \$682,654)

Bay REPAIR Local Community Benefits Fund: Round 1
Application Summaries

- **Grant Term:** 3 years
 - **Project Location:** Martinez
 - **Co-Applicant(s):** City of Martinez
 - **Projects:** 1
 - **Application Description:** An air quality and public health initiative serving Martinez and nearby refinery-adjacent communities that will expand air, visual, and vibration monitoring; provide residents with education on pollution exposures and mitigation strategies; establish a community-based air quality communication system; distribute air filtration resources to households with elevated fine particulate pollution (PM2.5) levels and implement individual exposure reduction plans for up to 120 Martinez residents. Building on partnerships with Healthy Martinez, University of California Berkeley's Air Quality Modeling and Exposure Lab, and the City of Martinez, the project will address monitoring gaps around the Martinez Refining Company, improve understanding of local air pollution impacts, and equip residents with tools and information to reduce exposure and protect their health.
-

4) Lead Applicant: City of Benicia

- **Application Title:** Benicia Rebate Program
- **Award Recommendation:** \$5,000,000 (**Award Request:** \$5,000,000)
- **Grant Term:** 3 years
- **Project Location:** Benicia
- **Co-Applicant(s):** Solano Economic Development Corporation
- **Projects:** 1
- **Application Description:** An air quality and just transition initiative featuring a citywide rebate program to accelerate clean energy adoption and reduce residents' exposure to environmental pollutants. The program will provide incentives for eligible upgrades, including heat pump HVAC systems, heat pump water heaters, electrical panel upgrades, roof repairs, rooftop solar and battery systems, electric vehicle (EV) charging infrastructure, insulation, ventilation, and air filtration improvements. Outreach and technical assistance will include virtual and in-person property assessments, multilingual engagement and workshops, targeted outreach to approximately 11,000 households, and ongoing support with rebate applications. Partner Marin Clean Energy (MCE) will provide no-cost

technical assistance to support program implementation.

5) Lead Applicant: Working Waterfront Coalition

- **Application Title:** Greening the Maritime Industry
 - **Award Recommendation:** \$1,755,400 (**Award Request:** \$1,755,400)
 - **Grant Term:** 3 years
 - **Project Location:** Bay Point, Clyde, Concord, Crockett, Martinez, Mountain View, Pacheco, Pittsburg, Port Costa, Rodeo, Vallejo, Vine Hill
 - **Co-Applicant(s):** Cal Poly Maritime Academy
 - **Projects:** 1
 - **Application Description:** A workforce development initiative that will enroll 165 participants in accelerated training pathways focused on building, operating, maintaining, and repairing electric and low-emission vessels on San Francisco Bay to support a just transition away from the harmful effects of a fossil fuel-based maritime economy. Training opportunities include marine trades, water transportation, low- and zero-emission electronic drive technology, and the design and construction of an electric tugboat. The program combines technical training with wraparound services, including stipends, transportation assistance, childcare support, legal aid, and nutrition services, and uses existing partnerships with local workforce development boards and a coalition-based approach to support participant success and long-term career advancement.
-

6) Lead Applicant: Western States Council of Sheet Metal, Air, Rail and Transportation Workers (SMART)

- **Application Title:** Equitable HP Transition
- **Award Recommendation:** \$5,000,000 (**Award Request:** \$5,000,000)
- **Grant Term:** 3 years
- **Project Location:** Bay Point, Benicia, Concord, Clyde, Crockett, Martinez, Mountain View, Pacheco, Pittsburg, Port Costa, Rodeo, Vallejo, Vine Hill
- **Co-Applicant(s):** Sheet Metal Workers' Local Union No. 104, Emerald Cities Collaborative

Bay REPAIR Local Community Benefits Fund: Round 1 Application Summaries

- **Projects:** 3
 - **Application Description:** A portfolio of three interconnected air quality and just transition strategies.
 - o Heat Pump Equity: Expansion of a heat pump HVAC and water heater rebate program that supports compliance with proposed Air District rules.
 - o Community Contractor Growth: A workforce development initiative that equips local contractors with the skills needed to install heat pumps supported through the rebate program.
 - o Workforce Impact Research: A research project that will provide the Air District with policy recommendations to support communities during the transition to heat pumps. Through the E-Contractor Academy and partnerships with organizations including the Alliance of Californians for Community Empowerment, Rubicon Programs, and the Bay Area Regional Energy Network (BayREN), the project will provide contractor licensing support, business development services, technical assistance, mentorship, and job placement connections to advance both heat pump adoption and long-term workforce development.
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7) **Lead Applicant:** Mt Diablo Unified School District

- **Application Title:** MDUSD Clean Air
- **Award Recommendation:** \$3,539,738 (**Award Request:** \$5,000,000)
- **Grant Term:** 3 years
- **Project Location:** Bay Point
- **Co-Applicant(s):** Mt Diablo Education Foundation, Growing Healthy Kids, Sigler Corporation
- **Projects:** 4
- **Application Description:** A portfolio of four projects that combine student-focused environmental education with investments in clean transportation, school infrastructure, and community-based air quality initiatives, including the replacement of gas heating systems with heat pump technology.
 - o Electric Bus Fleet: Replace diesel school buses with zero-emission electric buses to reduce transportation-related emissions and lower students' exposure to diesel pollution in nearby communities.
 - o STEM Career Exploration: Provide middle school students with science, technology, engineering, and math (STEM) career exploration opportunities through hands-on programming, field trips, and partnerships with local employers, helping build awareness of careers in the clean economy.

Bay REPAIR Local Community Benefits Fund: Round 1
Application Summaries

- o Rio Vista Farm: Expand school greening and community air monitoring programs to better measure air quality and reduce students' exposure to harmful pollutants.
 - o Riverview HVAC Upgrade: Improve indoor air quality at a Title I middle school through HVAC and ventilation system upgrades that enhance air filtration and student comfort.
-

8) Lead Applicant: Sustainable Solano

- **Application Title:** From Soil to Society: A Just Transition Initiative
 - **Award Recommendation:** \$2,410,392 (**Award Request:** \$2,410,392)
 - **Grant Term:** 3 years
 - **Project Location:** Benicia, Vallejo
 - **Co-Applicant(s):** 4th Second, Arts Benicia, Benicia Tree Foundation, City of Benicia
 - **Projects:** 2
 - **Application Description:** A community capacity-building and just transition initiative serving Benicia and Vallejo that brings residents together to respond to and plan for the impacts of the Valero refinery closure through community-led visioning, youth engagement, urban greening, and environmental education.
 - o Healing Green Spaces: Implement 12 urban greening projects and plant 300 trees across Benicia and Vallejo. The project will also create and expand community gardens and demonstration sites, including a community garden, a food-producing garden, and a native plant learning garden at Arts Benicia, while replacing bare dirt and gravel areas with vegetation to reduce dust and expand green space.
 - o Community Engagement: Engage youth ages 6-14 through EcoArt Camps and support a paid Just Transition Youth Service Corps for ages 14-19. Through at least 30 community engagement events and guidance from Benicia and Vallejo Community Advisory Boards, the project will bring residents together to discuss the refinery closure, air quality, environmental justice, community health, and future economic opportunities. The initiative will engage community members in shaping a shared vision and community-driven strategies for a just transition.
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RECOMMENDED BENICIA SEED GRANT AWARDEES: APPLICATION SUMMARIES

9) Lead Applicant: John Muir Land Trust

- **Application Title:** Family Harvest Farm – Economic Resilience and Public Health Through Workforce Development
 - **Award Recommendation:** \$200,000 (**Award Request:** \$200,000)
 - **Grant Term:** 2 years
 - **Project Location:** Pittsburg
 - **Co-Applicant(s):** N/A (by design, Seed grants do not require formal partners)
 - **Projects:** 1
 - **Application Description:** Expand a paid workforce development program at Family Harvest Farm serving transition-age foster youth (ages 18-24) to improve economic opportunity and public health in areas disproportionately impacted by air pollution. Through hands-on training and paid employment in urban agriculture, participants will build workforce skills, explore career pathways, and access jobs in environmental and sustainability-related industries. The program will partner with foster youth-serving organizations to provide referrals, wraparound services, and ongoing support, helping participants address barriers to employment while preparing for future career opportunities.
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10)Lead Applicant: La Clinica de La Raza

- **Application Title:** RESPIRA
- **Award Recommendation:** \$200,000 (**Award Request:** \$200,000)
- **Grant Term:** 2 years
- **Project Location:** Bay Point, Concord, Pittsburg, Vallejo
- **Co-Applicant(s):** N/A
- **Projects:** 1
- **Application Description:** Implement a train-the-trainer model to develop Community Health Educators and

Bay REPAIR Local Community Benefits Fund: Round 1 Application Summaries

Promotoras/Promotores in Vallejo, Bay Point, and Pittsburg. These trusted community health workers will provide asthma education, conduct home visits, distribute air purifiers to vulnerable residents, co-facilitate community workshops, and help connect residents to health and support services. The effort is supported by a network of community-based and public-sector partners, including Pittsburg Unified School District, the City of Pittsburg, First 5 Contra Costa, Village Community Resource Center, and Monument Impact, to support outreach, referrals, and engagement efforts, with a focus on communities most impacted by environmental health challenges.

11)Lead Applicant: Fresh Air Vallejo

- **Application Title:** EJ Advisory Group
 - **Award Recommendation:** \$100,000 (**Award Request:** \$100,000)
 - **Grant Term:** 2 years
 - **Project Location:** Vallejo
 - **Co-Applicant(s):** N/A
 - **Projects:** 1
 - **Application Description:** Establish a community-led Vallejo Environmental Justice Advisory Group to strengthen resident participation in environmental justice, climate resilience, and just transition efforts. Building on years of environmental justice organizing, community capacity-building, and partnerships developed through the EJ4Vallejo initiative, the project will provide leadership and advocacy training, facilitate ongoing community engagement and input on local planning and policy initiatives, and build community capacity to engage with public agencies on environmental justice issues. The project also includes a sustainability plan focused on leadership development, succession planning, and long-term support for the advisory group's continued operation.
-

12)Lead Applicant: Benicia Community Air Monitoring Program

- **Application Title:** BCAMP Station Upgrade
- **Award Recommendation:** \$199,420 (**Award Request:** \$199,420)

Bay REPAIR Local Community Benefits Fund: Round 1
Application Summaries

- **Grant Term:** 2 years
 - **Project Location:** Benicia
 - **Co-Applicant(s):** N/A
 - **Projects:** 1
 - **Application Description:** Upgrade air monitoring capabilities at the Benicia Community Air Monitoring Program station and improve the accuracy of community air quality data. The project will install enhanced air monitoring equipment and calibrate community-owned PurpleAir monitors to provide more reliable information on PM2.5. It will also create a publicly accessible source of local air quality data and provide residents with more accurate real-time information about air quality conditions. Community outreach, education, and data-sharing activities will help residents better understand local pollution levels, air quality events, and potential health impacts so they can make informed decisions to protect their health.
-

**Bay REPAIR Local Community Benefits Fund: Round 1
Application Summaries**

BAY REPAIR FOR RICHMOND AND SURROUNDING COMMUNITIES

Following a review of the 54 eligible applications received in Richmond and surrounding communities, staff recommend awarding funds to 14 applicants. The following recommendations are submitted for Board consideration and adoption:

Lead Applicant	Co-Applicant(s)	Location	Grant Type	Award Rec.
County of Contra Costa	Urban Tilth, Community Housing Development Corporation, The Watershed Project, Bay Area Regional Energy Network	North Richmond	Catalyst	\$12,934,417
City of Richmond	STEAM the Streets, GRID Alternatives, Groundwork Richmond, LifeLong Medical Care, Rich City Rides, Richmond Trees, Rising Juntos, RYSE Inc, The Black Neighborhood, The Watershed Project, University of California Berkeley	Richmond	Catalyst	\$10,681,489
City of San Pablo	Safe Organized Spaces Richmond	San Pablo	Opportunity	\$1,355,044
East Bay Economic Development Alliance	Friends of the Port	Richmond	Opportunity	\$962,959
Strategic Energy Innovations	Sustainable Contra Costa, Groundwork Richmond	Richmond, San Pablo	Opportunity	\$1,084,476

**Bay REPAIR Local Community Benefits Fund: Round 1
Application Summaries**

Growing Together	Planting Justice, West Contra Costa Unified School District, The Watershed Project	Richmond, San Pablo	Opportunity	\$2,072,123
The Labor Institute	United Steelworkers Local 5, Jobs with Justice San Francisco	Richmond	Opportunity	\$3,547,761
City of Pinole	Rebuilding Together East Bay Network	Pinole	Opportunity	\$4,999,682
Bay Area Community Resources	-	Richmond	Seed	\$200,000
California Center for Movement Legal Services	-	Richmond, San Pablo	Seed	\$199,930
Nepali Association of Northern California	-	El Sobrante, Richmond, Pinole	Seed	\$198,000
Asian Pacific Environmental Network	-	Richmond	Seed	\$200,000
FIERCE Advocates	-	North Richmond, Richmond, San Pablo	Seed	\$200,000
Coalition for Clean Air	-	Richmond	Seed	\$116,264

RECOMMENDED RICHMOND CATALYST GRANT AWARDEES: APPLICATION SUMMARIES

1) Lead Applicant: County of Contra Costa

- **Application Title:** North Richmond Community Resilience Initiative
- **Award Recommendation:** \$12,934,4147 (**Award Request:** \$14,846,557)
- **Grant Term:** 5 years
- **Project Location(s):** North Richmond
- **Co-Applicant(s):** Urban Tilth, Community Housing Development Corporation, The Watershed Project, Bay Area Regional Energy Network (BayREN)
- **Projects:** 4
- **Application Description:** Led by Contra Costa County, these place-based projects will improve community resilience, air quality, and building health in North Richmond through investments at both the community scale, such as a resilience center and urban greening efforts, and the neighborhood scale, including retrofits for affordable housing, a senior center, single-family homes, and daycare facilities.
 - o Community Resilience Center: Complete construction and launch operations of the North Richmond Farm Community Resilience Center as a clean air refuge, emergency preparedness hub, and year-round gathering space for community programs and events. The project will also support a Resident Leaders Program, including a Resident Leaders Manager and training for 5-10 North Richmond residents in civic leadership and community engagement, while supporting resident-led workshops and community improvement projects.
 - o Affordable Housing Retrofits: Rehabilitate six long-vacant affordable housing units across three Las Deltas duplexes into safe, climate-resilient, all-electric homes and upgrade the Corrine Sain Family & Senior Center. Improvements will include building envelope upgrades such as new siding, windows, and insulation; electrification of heating, water heating, cooking, and appliances; rooftop solar and battery storage; and enhanced air filtration and air-cleaning systems to improve indoor air quality and resident health.
 - o Greener North Richmond: Expand green infrastructure and active transportation improvements in North Richmond through revegetation and community stewardship along the Wildcat Creek Trail. The project will plant 120 shade trees along two miles of priority sidewalks, restore riparian habitat with native vegetation near a school site, and expand walking tour and wayfinding amenities. It will also support a paid, locally

**Bay REPAIR Local Community Benefits Fund: Round 1
Application Summaries**

hired stewardship workforce, including 15 Block Ambassadors, to maintain improvements, engage residents, and promote long-term community stewardship.

- o Clean Home Retrofits: Provide no- or low-cost clean energy upgrades to 35 single-family homes and five licensed residential daycare facilities in North Richmond to improve indoor air quality, energy efficiency, and resident comfort. The project will leverage existing BayREN programs and U.S. Department of Energy funding to expand access to home and daycare facility improvements in the community.

2) Lead Applicant: City of Richmond

- **Application Title:** Richmond Rising Together
- **Award Recommendation:** \$10,681,489 (**Award Request:** \$15,000,000)
- **Grant Term:** 5 years
- **Project Location(s):** Richmond
- **Co-Applicant(s):** STEAM the Streets, GRID Alternatives, Groundwork Richmond, LifeLong Medical Care, Rich City Rides, Richmond Trees, Rising Juntos, RYSE Inc, The Black Neighborhood, The Watershed Project, University of California, Berkeley – Center for Global Healthy Cities
- **Projects:** 10
- **Application Description:** Led by the City of Richmond, this portfolio of projects combines community-wide investments in clean transportation, urban greening, transit access, and climate health planning with targeted programs that improve household resilience, expand access to clean energy, and support resident health. The initiative also includes youth leadership and workforce development programs that build skills, experience, and career pathways in climate resilience, environmental health, clean energy, and community service.
 - o Mobile Energy Storage: Purchase a mobile battery energy storage system to provide clean, emissions-free power at community events, replacing the use of diesel generators and supporting small local vendors. The system will be deployed at regular community events in downtown Richmond and can also be used to support emergency response and community resilience efforts during power outages and other disruptions.
 - o Richmond Moves: Support one year of operations for Richmond’s all-electric, on-demand microtransit service, operated by Via Transportation. The program provides affordable transportation for Richmond residents to key destinations, including transit hubs, healthcare facilities, schools, and grocery stores. Rides

Bay REPAIR Local Community Benefits Fund: Round 1 Application Summaries

- are free for seniors and students and available at low cost for all other riders.
- o Rooted: Plant 600 trees and install ten rain gardens to address air pollution, urban heat, and flood risk. The project will also provide training and employment opportunities in urban forestry and green infrastructure for Richmond residents through Groundwork Richmond's Green Team program for youth ages 14-18 and Workforce Development program for young adults ages 18-25.
 - o Total Transit Access: Provide unlimited BayPass Clipper cards to 1,500 Richmond residents, including all participants in Richmond Rising Together workforce development programs, to expand access to affordable and reliable public transportation. The project will be implemented through a pilot partnership with the Clipper BayPass program, operated by the Metropolitan Transportation Commission and Bay Area Rapid Transit, helping reduce transportation barriers to employment, education, and other essential services.
 - o Resilient Homes: Deliver solar, electrification, and energy-efficiency upgrades to 100 income-qualified households in the Iron Triangle, Coronado, and Santa Fe neighborhoods. The project will install 450 kW of solar capacity and support home energy improvements that reduce emissions, improve resiliency, and lower energy costs. It will also provide workforce training for 15-20 local residents in solar installation and clean energy careers, leveraging GRID Alternatives' model and experience in partnership with MCE Community Choice Energy.
 - o Asthma Health: Support 15 community-recruited Health Promoters each year to provide home visits, HEPA air filtration, and asthma self-management education for 100 high-risk households. The project will expand an established program based at the William Jenkins Health Center and support community outreach activities that connect residents with asthma prevention resources and services.
 - o Climate Ambassadors: Support three cohorts of the Climate Ambassadors for Change youth fellowship program, providing participants with environmental education, job-shadowing opportunities through Richmond Rising Together projects, and workforce development experiences that build skills and career pathways in climate and sustainability fields.
 - o Richmond ACT (Advancing Climate Transformation Together): Engage low-income families, immigrants, seniors, and unhoused residents in community-led research and climate health planning in the Iron Triangle, Atchison Village, and Cutting Boulevard corridor. Led by Rising Juntos, the project will connect residents to health resources, assess local air quality and clean energy needs, increase awareness of climate and environmental justice issues, and develop a Richmond Climate Health Road Map. The initiative will also

Bay REPAIR Local Community Benefits Fund: Round 1 Application Summaries

strengthen resident leadership and advocacy to advance climate health equity and community-driven solutions.

- o Facilities Pathways: Provide paid internships for ten Richmond youth focused on air quality monitoring, emergency preparedness, and community outreach through the RYSE Center. The project will build workforce skills and leadership experience while strengthening local capacity to support emergency response and year-round resilience activities at a youth-serving community resilience hub.
- o Environmental Data Fellows: Support two cohorts of paid youth Environmental Data Fellows who will receive environmental justice education and gain hands-on experience interpreting data and conducting field-based work related to air quality, environmental health, and climate resilience. The program will focus on Richmond neighborhoods disproportionately affected by environmental burdens, including Iron Triangle, North Richmond, Santa Fe, and Coronado.

RECOMMENDED RICHMOND OPPORTUNITY GRANT AWARDEES: APPLICATION SUMMARIES

3) **Lead Applicant:** City of San Pablo

- **Application Title:** City of San Pablo's Wellness Initiative
- **Award Recommendation:** \$1,355,044 (**Award Request:** \$1,355,044)
- **Grant Term:** 2 years
- **Project Location:** San Pablo
- **Co-Applicant(s):** Safe Organized Spaces Richmond
- **Projects:** 2
- **Application Description:** An environmental health initiative that combines urban greening, community air quality education, and clean air refuge and outreach services for unhoused residents during poor air quality events.
 - o McNeil Park: Transform a former elementary school site into a 4.8-acre park that provides recreational, public health, and environmental benefits for San Pablo residents. The project will include a playground, soccer field, basketball court, amphitheater, senior fitness stations, fitness trail, picnic areas, two electric vehicle charging stations with four charging ports, active transportation improvements, green infrastructure, and stormwater upgrades, while creating approximately 80 temporary jobs.

Bay REPAIR Local Community Benefits Fund: Round 1 Application Summaries

- o Healthy Corridors Program: Expand access to air quality education, clean air refuges, and supportive services for unhoused residents through a peer-led outreach and workforce development program. The project will support encampment cleanups, provide air quality and fire safety education, distribute health and safety supplies, and offer shuttle transportation to clean air refuges during poor air quality events. Outreach will be delivered by current and formerly unhoused staff, connecting residents to critical resources while creating employment, workforce development, and leadership opportunities.
-

4) Lead Applicant: East Bay Economic Development Alliance

- **Application Title:** Richmond Blue-Green Economic Resilience Initiative
 - **Award Recommendation:** \$962,959 (**Award Request:** \$4,977,286)
 - **Grant Term:** 3 years
 - **Project Location:** Richmond
 - **Co-Applicant(s):** Friends of the Port
 - **Projects:** 1
 - **Application Description:** A just transition initiative that will establish the Craneway Pavilion at Richmond's Ford Point, under Friends of the Port's nonprofit leasehold, as a blue economy incubator and community resource for the Path to Clean Air (PTCA) area. The project will recruit clean energy tenants, develop a long-term activation and governance plan, convene investors and industry partners, and create workforce pathways that connect local residents to jobs and opportunities in the blue economy. In partnership with Communities for a Better Environment, the project will conduct robust community engagement and develop a long-term strategy for community involvement. A Craneway Advisory Panel, representing PTCA residents, community-based organizations, small businesses, maritime industry leaders, labor and union representatives, and youth, will help guide the hub's future development and governance.
-

5) Lead Applicant: Strategic Energy Innovations

- **Application Title:** Clean Air Leaders

Bay REPAIR Local Community Benefits Fund: Round 1
Application Summaries

- **Award Recommendation:** \$1,084,475 (**Award Request:** \$1,084,475)
 - **Grant Term:** 3 years
 - **Project Location:** Richmond, San Pablo
 - **Co-Applicant(s):** Sustainable Contra Costa, Groundwork Richmond
 - **Projects:** 1
 - **Application Description:** An environmental health and air quality initiative that expands youth environmental education, leadership development, and stewardship opportunities through three existing youth programs and partner organizations at four designated school sites. Participants will receive training in environmental literacy, air quality monitoring, leadership, and community stewardship, with support from partners including Sustainable Contra Costa County's Sustainable Leaders in Action program and Groundwork Richmond's Green Team. The project will install 66 air quality sensors, expand regional community air monitoring, distribute 175 air purifiers, plant 60 community trees, and connect approximately 200 youth to green career pathways through career exploration and conference participation.
-

6) Lead Applicant: Growing Together

- **Application Title:** Our Living Future
- **Award Recommendation:** \$2,072,123 (**Award Request:** \$5,000,000)
- **Grant Term:** 3 years
- **Project Location:** Richmond, San Pablo
- **Co-Applicant(s):** Planting Justice, West Contra Costa Unified School District, The Watershed Project
- **Projects:** 2
- **Application Description:** A workforce development and urban greening initiative that creates pathways to green careers while improving environmental health and climate resilience in Richmond and San Pablo.
 - o Blue-Green Careers: Expand youth workforce development opportunities through partnerships with the Career Technical Education pathway at John F. Kennedy High School, engaging 90 Richmond youth through the Youth Watershed Stewards program and 15 interns through the Green Collar Corps. Participants will receive hands-on training in green stormwater infrastructure and environmental stewardship

**Bay REPAIR Local Community Benefits Fund: Round 1
Application Summaries**

while helping enhance local green-blue spaces.

- o Planting Our Future: Plant 3,000 trees across Richmond and San Pablo through engagement with 20 West Contra Costa Unified School District school communities. The project will create paid training and career pathways in tree production, urban forestry, and arboriculture for 60 local residents while expanding urban canopy and improving neighborhood environmental quality.

7) Lead Applicant: The Labor Institute

- **Application Title:** Getting Ready
- **Award Recommendation:** \$3,547,761.00
- **Award Request:** \$3,547,761.00
- **Grant Term:** 3 years
- **Project Location:** Richmond
- **Co-Applicant(s):** United Steelworkers Local 5, Jobs with Justice San Francisco
- **Projects:** 3
- **Application Description:** A workforce and just transition initiative that prepares Richmond workers and communities for a cleaner, safer, and more resilient economy through worker safety, workforce planning, and economic diversification strategies.
 - o Getting Ready – Oil Workers for Safety: Support a Transition Safety Steward to educate Chevron Richmond refinery workers on toxic air emissions monitoring, strengthen emissions tracking and prevention practices, provide peer-to-peer training on just transition for 200 refinery workers, and facilitate labor-community dialogue on workplace safety, air quality, and hazard reduction. Led by United Steelworkers Local 5.
 - o Getting Ready – Worker Resilience and Futures Initiative: Develop a worker-led transition planning framework for Richmond refinery workers, including skills assessments, workforce training, identification of hiring pathways for workers affected by the industry transition, and research on credentialing and certification opportunities. The project will also convene key stakeholders and coordinate with California's Displaced Oil and Gas Worker Pilot Program and Fund to support workforce transition planning and economic resilience. Led by Jobs with Justice San Francisco.
 - o Getting Ready – Advancing a Diverse Economy: Develop an economic development strategy focused on

Bay REPAIR Local Community Benefits Fund: Round 1 Application Summaries

diversifying Richmond's economy across 3-5 industries. The project will identify investment opportunities and build the knowledge and capacity of 75 Richmond workers and residents to participate in climate-resilient economic development planning. Led by Jobs with Justice San Francisco in partnership with labor and community organizations, including SEIU 1021, Alliance of Californians for Community Empowerment, and United Steelworkers Local 5.

8) Lead Applicant: City of Pinole

- **Application Title:** Improving Air Quality & Health through Whole Home Decarbonization in the Pinole REPAIR Corridor
 - **Award Recommendation:** \$4,999,682 (**Award Request:** \$4,999,682)
 - **Grant Term:** 3 years
 - **Project Location:** Pinole
 - **Co-Applicant(s):** Rebuilding Together East Bay Network
 - **Projects:** 1
 - **Application Description:** A residential decarbonization and workforce development initiative that will deliver clean energy and energy-efficiency upgrades to 189 homes in a pollution-bearing Pinole corridor off the I-80 freeway. The project will install measures including rooftop solar with battery storage, heat pump water heaters, heat pump heating and cooling systems, EV charging infrastructure, roof replacements, and electrical panel upgrades. In partnership with GRID Alternatives, the initiative will also provide workforce training for 25 local residents and create a replicable model for equitable residential decarbonization.
-

RECOMMENDED RICHMOND SEED GRANT AWARDEES: APPLICATION SUMMARIES

9) Lead Applicant: Bay Area Community Resources

- **Application Title:** Roots to Resilience
- **Award Recommendation:** \$200,000 (**Award Request:** \$200,000)

Bay REPAIR Local Community Benefits Fund: Round 1
Application Summaries

- **Grant Term:** 2 years
 - **Project Location:** Richmond
 - **Co-Applicant(s):** N/A (by design, Seed grants do not require formal partners)
 - **Projects:** 1
 - **Application Description:** An urban greening, environmental monitoring, and youth leadership initiative that engages Richmond and North Richmond youth in environmental justice and community-based research while expanding tree canopy and improving local air quality. The project will support 6-8 Youth Research Fellows (ages 16-24) through a two-year program focused on air quality science, environmental justice, community data analysis, air monitoring, and leadership development. Fellows will help develop a community-owned environmental data report and advocacy framework using Community-Based Participatory Action Research. The project will also plant 150 trees through community planting events and conduct ongoing monitoring of air quality, heat, and tree canopy conditions to inform local urban greening efforts.
-

10)Lead Applicant: California Center for Movement Legal Services

- **Application Title:** Decarbonized Tenant Housing
 - **Award Recommendation:** \$199,930 (**Award Request:** \$200,000)
 - **Grant Term:** 2 years
 - **Project Location:** Richmond, San Pablo
 - **Projects:** 1
 - **Application Description:** A community education, tenant advocacy, and decarbonization initiative serving low-income residents in Richmond and San Pablo. In partnership with the Alliance of Californians for Community Empowerment and Rising Juntos, the project will provide decarbonization education through community health centers, Promotoras/Promotores-led outreach, informational workshops, and Know Your Rights resources. The initiative will also support landlord education on electrification incentive programs and offer legal clinics, tenant information sessions, and legal representation to help renters navigate building electrification projects and understand their rights and protections during the transition to clean energy.
-

**Bay REPAIR Local Community Benefits Fund: Round 1
Application Summaries**

11)Lead Applicant: Nepali Association of Northern California

- **Application Title:** Safe Air at Home
 - **Award Recommendation:** \$198,000 (**Award Request:** \$198,000)
 - **Grant Term:** 2 years
 - **Project Location:** Richmond, Pinole, El Sobrante
 - **Projects:** 1
 - **Application Description:** An environmental health and air quality education initiative serving Nepali-speaking families in Richmond, Pinole, and El Sobrante. The project will provide bilingual education and outreach on indoor and outdoor air quality, promote household practices that reduce pollution exposure, and expand access to clean air resources through an Air Filter Library and a Nepali-English mobile app. The initiative will also conduct a 40-household pilot program to monitor indoor air quality and health indicators, while developing and distributing culturally and linguistically appropriate educational materials to support community awareness and action.
-

12)Lead Applicant: Asian Pacific Environmental Network (APEN)

- **Application Title:** Richmond Asian Wellness and Resilience Center
 - **Award Recommendation:** \$200,000 (**Award Request:** \$200,000)
 - **Grant Term:** 2 years
 - **Project Location:** Richmond
 - **Projects:** 1
 - **Application Description:** A community engagement and leadership development initiative that will engage frontline Asian immigrant and refugee residents in Richmond in planning a new Asian Wellness and Resilience Center. Led through a community visioning process, the project will identify community needs and priorities, build leadership capacity among APEN members, and develop a feasibility report and implementation roadmap for the center. The initiative will also explore next-phase development opportunities to advance a long-term community resilience center.
-

13)Lead Applicant: FIERCE Advocates

- **Application Title:** Clean Air Sanctuary
 - **Award Recommendation:** \$200,000 (**Award Request:** \$200,000)
 - **Grant Term:** 1 year
 - **Project Location:** Richmond, North Richmond, San Pablo
 - **Projects:** 1
 - **Application Description:** An environmental health initiative that provides clean air resources, health education, and tenant advocacy services for families and caregivers. The project will distribute 150 air purifiers, replacement filters, and smoke-day kits; provide non-clinical home health screenings and respiratory health education; and integrate air quality information into doula services, pregnancy education, and climate-smart nutrition workshops. The project will also provide tenant advocacy support and outreach to around 150 participants and caregivers to help reduce exposure to environmental health risks.
-

14)Lead Applicant: Coalition for Clean Air

- **Application Title:** Air Quality Bootcamp
- **Award Recommendation:** \$116,264 (**Award Request:** \$116,264)
- **Grant Term:** 1 year
- **Project Location:** Richmond
- **Projects:** 1
- **Application Description:** An air quality education and community leadership initiative that will equip Richmond residents and community-based organizations with the knowledge and skills to understand air pollution, interpret air quality data, and advocate for cleaner air. The project will recruit and train 30 residents and community-based organization staff through a bilingual 2.5-day Air Quality Bootcamp focused on emissions, air monitoring, and community advocacy. Additional activities include developing bilingual educational materials, conducting outreach through partner organizations, and hosting two online community forums to support ongoing learning and engagement. The model builds on successful programs previously implemented in Fresno, Oakland, and Los Angeles.



Bay REPAIR (Reinvesting Penalties for Air Improvement and Resilience)

Local Community Benefits Fund: Round 1 Funding Awards

Board of Directors Meeting

October 7, 2026

Emi Wang, Officer

Letitia Carpenter, Senior Staff Specialist

Lisa Hu, Senior Staff Specialist

Community Investments Office

Recommended Action

- Award \$26,540,000 in Bay REPAIR Local Community Benefits Fund grants for Benicia and Surrounding Communities and \$38,752,145 in grants for Richmond and Surrounding Communities (*note: an additional \$40,000,000 was already awarded for Benicia Catalyst grant awards*)
- Authorize the Executive Officer/APCO to execute grant agreements for the recommended projects

The Community Equity, Health, and Justice (CEHJ) Committee recommended approval of this item at its September 9, 2026, meeting

Feedback Received from CEHJ Committee

- Clarify how geographic diversity, program alignment, and portfolio balance are applied in funding decisions
- Provide visuals of funding distribution by project type and applicant type
- During contract negotiations with urban greening grantees, clarify survival rates, watering, replanting, maintenance, and geographic coverage,
- Incorporate Round 1 lessons learned to improve future funding rounds, particularly around partnership requirements, portfolio balance, and application complexity

Outline

- Bay REPAIR (Reinvesting Penalties for Air Improvement and Resilience) Overview
- Round 1 Application Review and Scoring Process
- Benicia & Surrounding Communities: Award Recommendations
- Richmond & Surrounding Communities: Award Recommendations
- Recommended Action

Core Strategies

Reduce Air
Pollution and
Improve
Health
Outcomes

Build
Economic
Resilience for
a Just
Transition

Grant Awards – Round 1

	Seed	Opportunity	Catalyst
Total Funding	\$105,292,145		
Grant Size	\$100,000 - \$200,000	\$500,000 - \$5 million	\$10 million - \$40 million
Grant Term	Up to 2 years	Up to 3 years	Up to 5 years
Eligible Applicants	Open to 501(c)(3) non-profit organizations, no Co-Applicants	Lead Applicant must partner with at least 1 Co-Applicant(s)	Lead Applicant must partner with multiple Co-Applicants (Benicia exemption: no Co-Applicant required)
Eligible Communities	Benicia and surrounding Communities; Richmond and surrounding communities	Benicia and surrounding Communities; Richmond and surrounding communities	Benicia; Richmond and surrounding communities

Benicia Catalyst Grants

- Given the small number of Benicia Catalyst Grant applications received, the Air District expedited its review of this category
- The Board of Directors awarded \$40 million for the Benicia Catalyst Grants at its September 2, 2026, meeting

All Other Grant Types

- Today's meeting will focus on the remaining grant categories in Round 1 of the Bay REPAIR Local Community Benefits Fund

Benicia Seed

**Benicia
Opportunity**

Richmond Seed

**Richmond
Opportunity**

**Richmond
Catalyst**

Applications Received – Round 1

	Round 1 Total	Catalyst	Opportunity	Seed
Applications	125	11	78	36
Projects	229	42	151	36
Funding Requested	\$493,625,595	\$207,308,000	\$279,145,481	\$7,172,114
Ineligible Applications (%)	16%	45%	13%	14%
Eligible Applications	105	6	68	31
Eligible Funding Requests	\$378,204,167	\$125,107,989	\$247,049,834	\$6,046,344
Eligible Projects	181	30	120	31

(Note: Includes Benicia Catalyst applications already awarded by the Board of Directors)

Activity Type – Round 1 Eligible Applications



(Note: Categories are not mutually exclusive; a single application may include multiple activity types)

Project Type – Round 1 Eligible Applications



(Note: Categories are not mutually exclusive; a single application may include multiple project types)



Application Review Process

Application Deadline

125 applications received

Eligibility Review

105 applications deemed eligible

Individual Scoring

55 Community & Technical Reviewers scored applications independently

Scoring Panels

Reviewers divided into 20 reviewer teams, 1000+ hours of review

Recommendation Development

Staff considered reviewer scores, program alignment, technical feasibility, implementation feasibility & portfolio balance

Due Diligence

Compliance checks

Grant Recommendations

Recommendations developed for Board of Directors consideration

Eligibility Review

- All eligible applications were evaluated through a multi-stage review process by Air District staff, a consultant partner, and Community and Technical Reviewers
- **Completeness Check:** Air District staff identified missing or incomplete items from applicants, applicants re-submitted materials within 48 hours

Eligibility Review (cont.)

- **Eligibility Review:** Air District staff and consultant partner Ground Works Consulting reviewed materials for eligibility per Grant Guidelines
 - Applicant type eligibility, geographic eligibility, project eligibility, and documented financial capacity to manage grant funds

Community & Technical Reviewers

- Eligible grant applications were scored by a pool of 55 reviewers using the published scoring rubric
- **Community Reviewers (24):** recruited via application process, using criteria like relevant experience and expertise, community connection and rootedness, and community-focused vision for program impact
 - Included 7 members of the Assembly Bill (AB) 617 Path to Clean Air Community Steering Committee (6 current, 1 former)

Community & Technical Reviewers (cont.)

- **Technical Reviewers (31):** recruited from Air District staff (15) and partner agencies/organizations (16) with relevant technical expertise
 - Included local and regional agency representatives from the Association of Bay Area Governments, East Bay Regional Park District, Hayward Area Recreation and Park District, and San Francisco Public Utilities Commission
 - Many city and county staff were unable to participate due to conflicts of interest with applicants

Application Scoring

- Reviewers completed confidentiality and conflict-of-interest disclosures; only reviewers without conflicts scored applications
- Ground Works Consulting provided training on the scoring criteria and bias awareness
- Each reviewer independently reviewed assigned applications using the scoring criteria

Scoring Panels

- Reviewers were divided into 20 scoring panels and met for facilitated check-ins to clarify questions, share perspectives, and discuss insights
 - Seed Grants were reviewed by 2 Reviewers (1 Community, 1 Technical)
 - Opportunity Grants were reviewed by 3 Reviewers (1 Community, 2 Technical)
 - Catalyst Grants were reviewed by 4 Reviewers (2 Community, 2 Technical)
- Alignment of Reviewers' scores and comments was neither required nor expected

How Recommendations Were Made

Reviewer Scores Were the Starting Point

- Reviewers scored assigned applications based on criteria provided
- Reviewers evaluated projects individually and did not consider the broader application portfolio
 - Each reviewer was responsible for scoring between 2-13 applications
- Air District staff used reviewer scores as the foundation for funding recommendations
- Due to the highly competitive applicant pool, staff also considered additional programmatic and implementation factors

How Recommendations Were Made (cont.)

- Section 11.4 of the Grant Guidelines states that: “Air District staff [will] review the highest scoring applications, considering criteria such as the available funding for each grant type, geographical diversity and representation, and project diversity and overlap.”

How Recommendations Were Made (cont.)

Staff Review Focused on Key Criteria

1. Application Scoring
2. Program Alignment
3. Technical Feasibility
4. Implementation Feasibility
5. Portfolio Balance

How Recommendations Were Made (cont.)

1. Application Scoring

- Applications were first reviewed based on reviewer scores
- Projects below the 50th percentile generally were not advanced unless they showed exceptional strengths in other review areas

2. Program Alignment

- Projects had to align with Local Community Benefits Fund goals and community-identified priorities
- Applications needed to demonstrate clear benefits related to air quality, public health, or just transition outcomes

How Recommendations Were Made (cont.)

3. Technical & Implementation Feasibility

- Air District staff subject matter experts assessed technical soundness
- Staff evaluated organizational capacity, financial management, partnerships, and readiness to implement

4. Portfolio Balance

- Staff considered the full portfolio to ensure a balanced set of investments
- Factors included project type, organization type, geographic distribution, and a mix of planning, capacity building, and implementation activities

Examples of Portfolio Balance Factors Considered by Staff

- Balanced distribution across organizations
 - *Example: One applicant submitted proposals in four grant categories*
- Balanced distribution across project types
 - *Example: Multiple applications proposed similar urban greening projects*
- Balanced distribution across communities
 - *Example: Projects were recommended across eligible Round 1 communities*

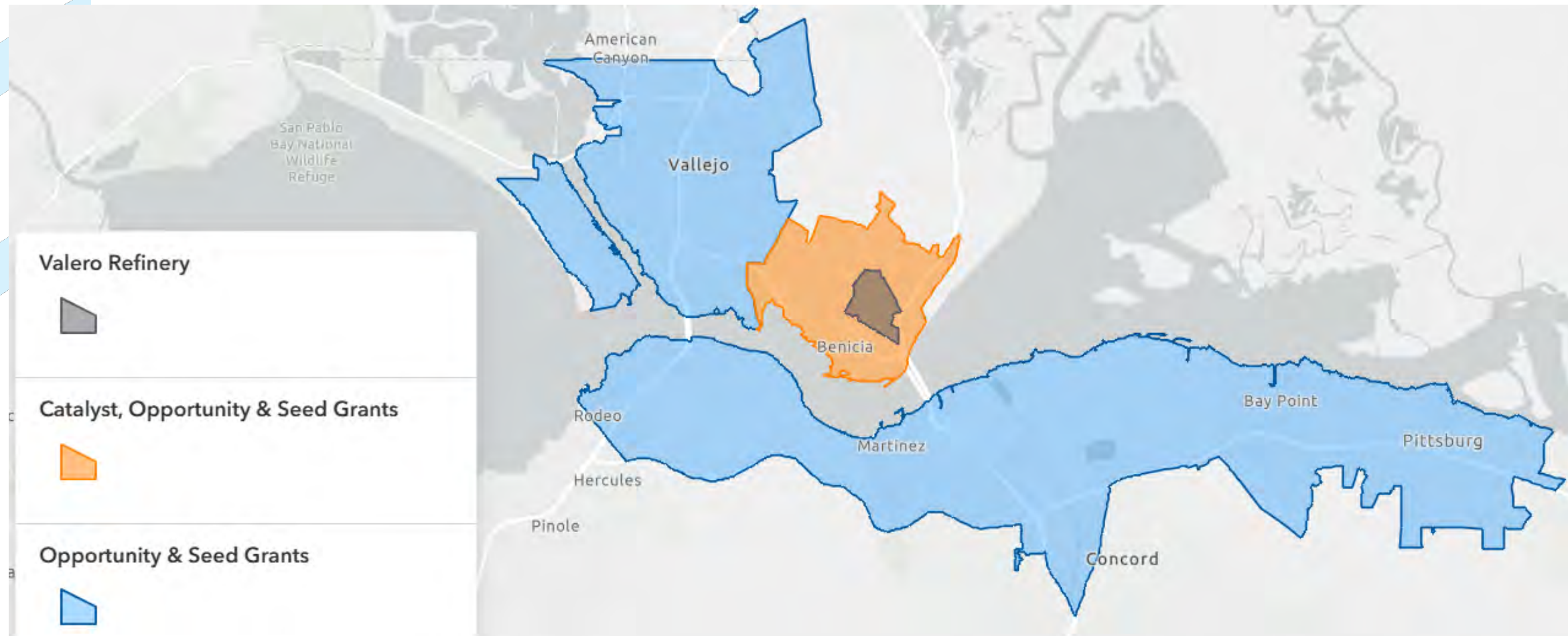
Due Diligence

- Air District staff conducted due diligence on recommended applications to evaluate each organization's ability to successfully implement the proposed project, including:
 - Reviews of organizational standing and regulatory compliance
 - Assessments of financial capacity
 - Reference checks

Partial Awards

- Full funding awards are preferred
- Staff recommend partial awards in a limited number of cases
- Partial awards reflect considerations such as availability of funds, application scoring, program alignment, project scope, budget considerations, and portfolio balance

Benicia and Surrounding Communities



Grant Awards – Benicia and Surrounding Communities

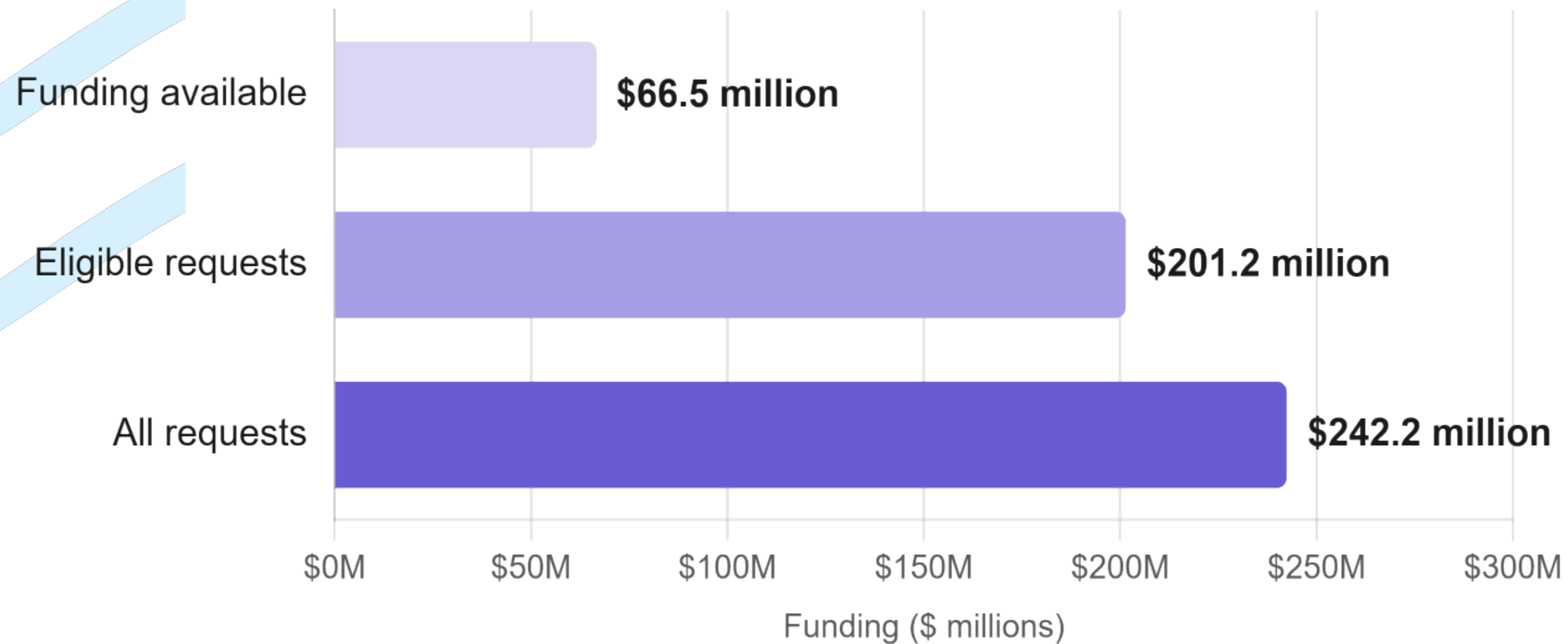
	Seed	Opportunity	Catalyst
Total Funding	\$66,540,000		
Grant Size	\$100,000 - \$200,000	\$500,000 - \$5 million	\$10 M - \$40 million
Grant Term	Up to 2 years	Up to 3 years	Up to 5 years
Eligible Applicants	Open to 501(c)(3) non-profit organizations, no Co-Applicants	Lead Applicant must partner with at least 1 Co-Applicant(s)	Exemption: no Co-Applicant required
Eligible Communities	Benicia and surrounding communities	Benicia and surrounding communities	Benicia

(Note: Includes \$40 million already awarded for Benicia Catalyst grants)

Applications Received – Benicia and Surrounding Communities

	Total	Catalyst	Opportunity	Seed
Applications	61	3	41	17
Projects	110	8	85	17
Funding Requested	\$242,155,742	\$90,770,910	\$147,951,379	\$3,433,453
Ineligible Applications (%)	16%	33%	12%	24%
Eligible Applications	51	2	36	13
Eligible Funding Requests	\$201,245,671	\$65,770,910	\$132,969,078	\$2,505,683
Eligible Projects	88	7	68	13

Oversubscription – Benicia and Surrounding Communities



Anticipated Community Benefits of the Recommended Investments

- **Reducing air pollution and improving health outcomes** through community health worker training, respiratory care, indoor air filtration, asthma education and home visits, and enhanced air quality monitoring
- **Accelerating home and building electrification** through rebate and technical assistance programs covering heat pumps, solar and battery systems, and electric vehicle charging infrastructure
- **Building clean energy workforce pathways** through training in heat pump installation, electric vessel operation, and contractor upskilling

Anticipated Community Benefits of the Recommended Investments (cont.)

- **Expanding economic opportunity** through paid workforce training in clean energy, urban agriculture, and youth service corps programs that prepare participants for careers in a transitioning economy
- **Advancing community-led just transition planning** through resident advisory boards and expanded environmental justice engagement
- **Delivering air quality and public health benefits across communities** through investments reaching residents at home, in clinics, in schools, and through workforce and advisory programs

Benicia Opportunity Grant Recommendations

Lead Applicant	Co-Applicant(s)	Location(s)	Award
NorthBay Healthcare Corporation	Touro University	Vallejo	\$5,000,000
Public Health Institute-Regional Asthma Management and Prevention	University of California San Francisco, Solano Family & Children's Services, CoCo Kids, Bay Area Community Resources, Lincoln Families	Benicia, Pittsburg, Vallejo	\$2,473,898
University of California Berkeley	City of Martinez	Martinez	\$661,112
City of Benicia	Solano Economic Development Corporation	Benicia	\$5,000,000
Working Waterfront Coalition	Cal Poly Maritime Academy	Bay Point, Clyde, Concord, Crockett, Martinez, Mountain View, Pacheco, Pittsburg, Port Costa, Rodeo, Vallejo, Vine Hill	\$1,755,440

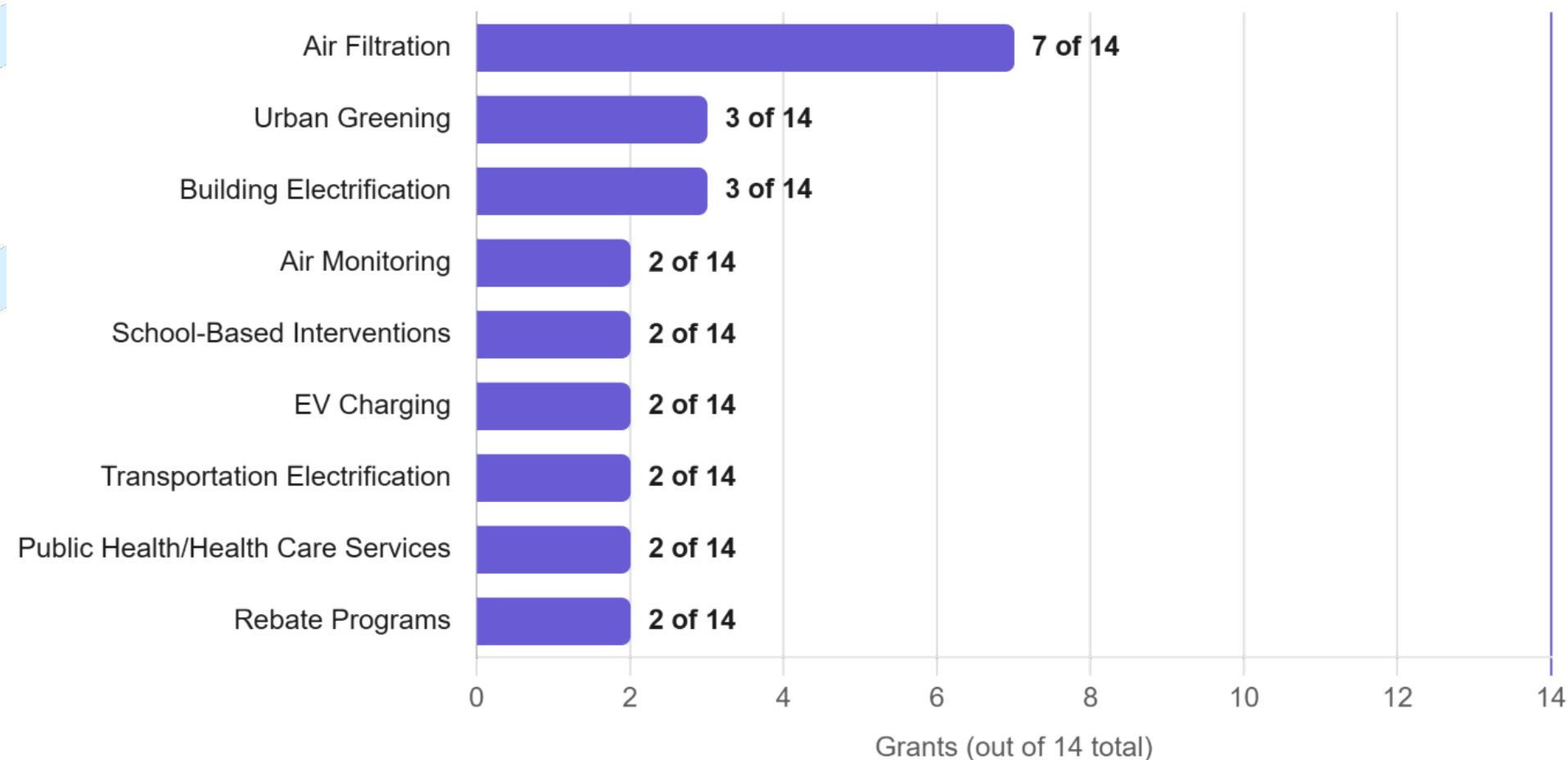
Benicia Opportunity Grant Recommendations (cont.)

Lead Applicant	Co-Applicant(s)	Location(s)	Award
Western States Council of Sheet Metal, Air, Rail and Transportation Workers (SMART)	Sheet Metal Workers' Local Union No. 104, Emerald Cities Collaborative	Benicia, Bay Point, Clyde, Concord, Crockett, Martinez, Mountain View, Pacheco, Pittsburg, Port Costa, Rodeo, Vallejo, Vine Hill	\$5,000,000
Mt Diablo Unified School District	Mt Diablo Education Foundation, Growing Healthy Kids, Sigler Corporation	Bay Point	\$3,539,738
Sustainable Solano	4th Second, Arts Benicia, Benicia Tree Foundation, City of Benicia	Benicia, Vallejo	\$2,410,392

Benicia Seed Grant Recommendations

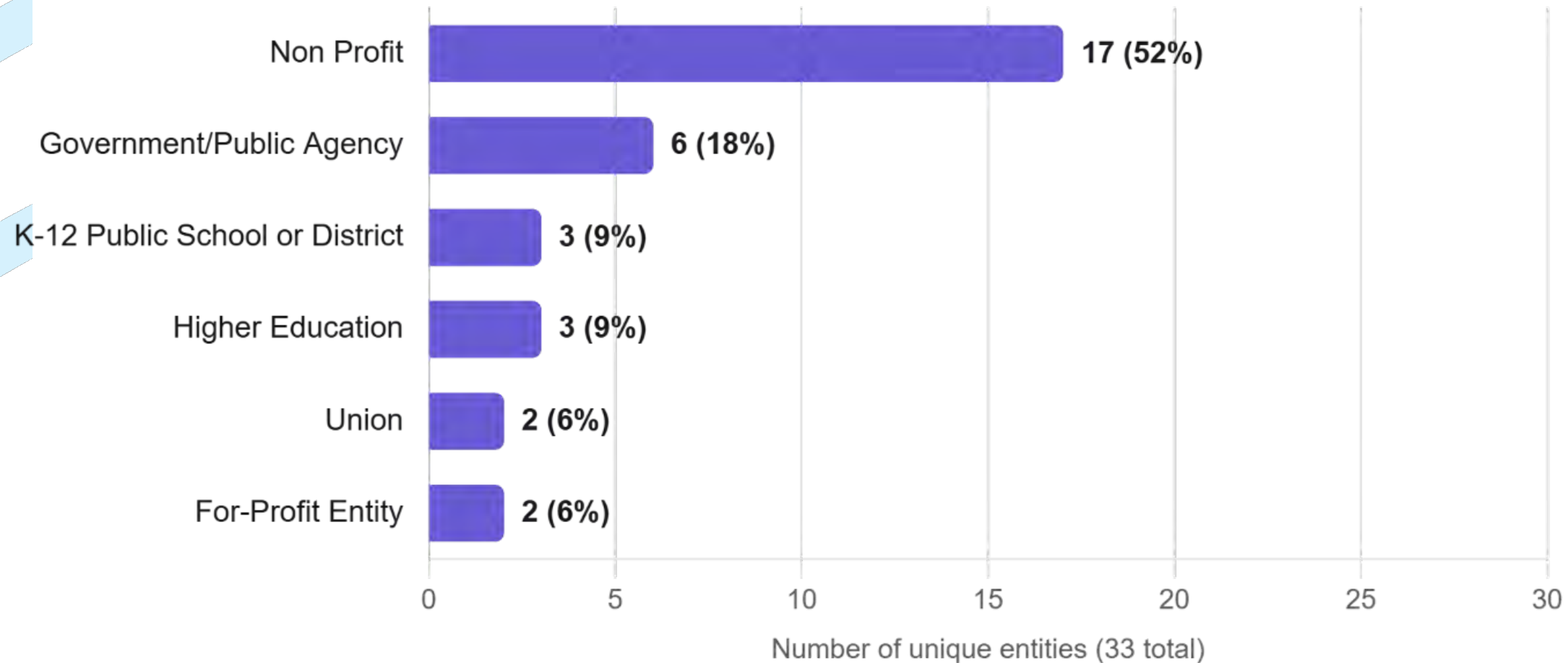
Lead Applicant	Co-Applicant(s)	Location(s)	Award
John Muir Land Trust	-	Bay Point, Concord, Pittsburg	\$200,000
La Clinica de la Raza	-	Bay Point, Concord, Pittsburg, Vallejo	\$200,000
Fresh Air Vallejo	-	Vallejo	\$100,000
Benicia Community Air Monitoring Program	-	Benicia	\$199,420

Benicia Portfolio – Project Types



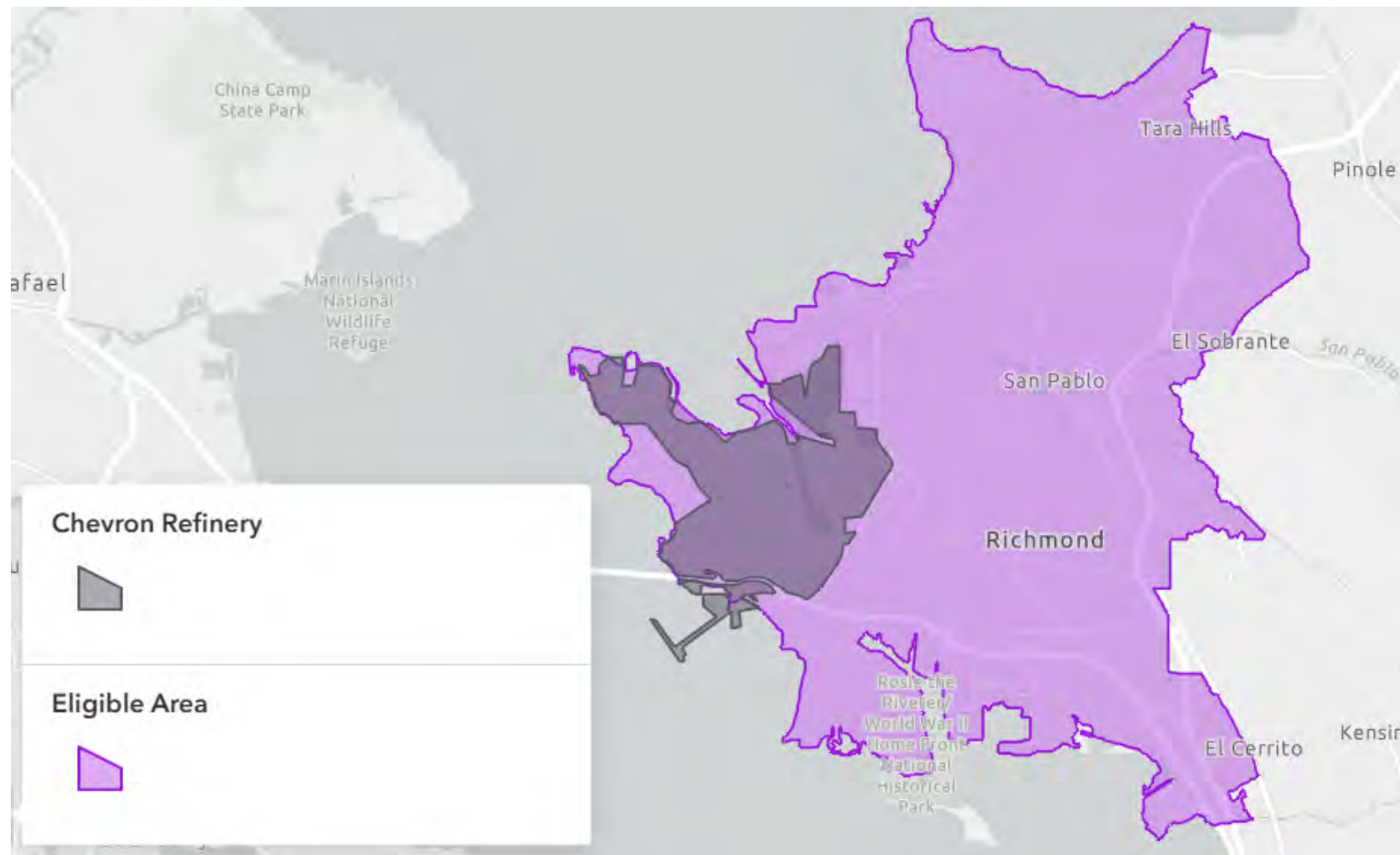
*Note: Includes already approved Benicia Catalyst Grants;
project types are not mutually exclusive (a single application may include multiple project types)*

Benicia Portfolio – Funded Entity Types



Note: Includes already approved Benicia Catalyst Grants; includes both Lead Applicants and Co-Applicants

Richmond and Surrounding Communities



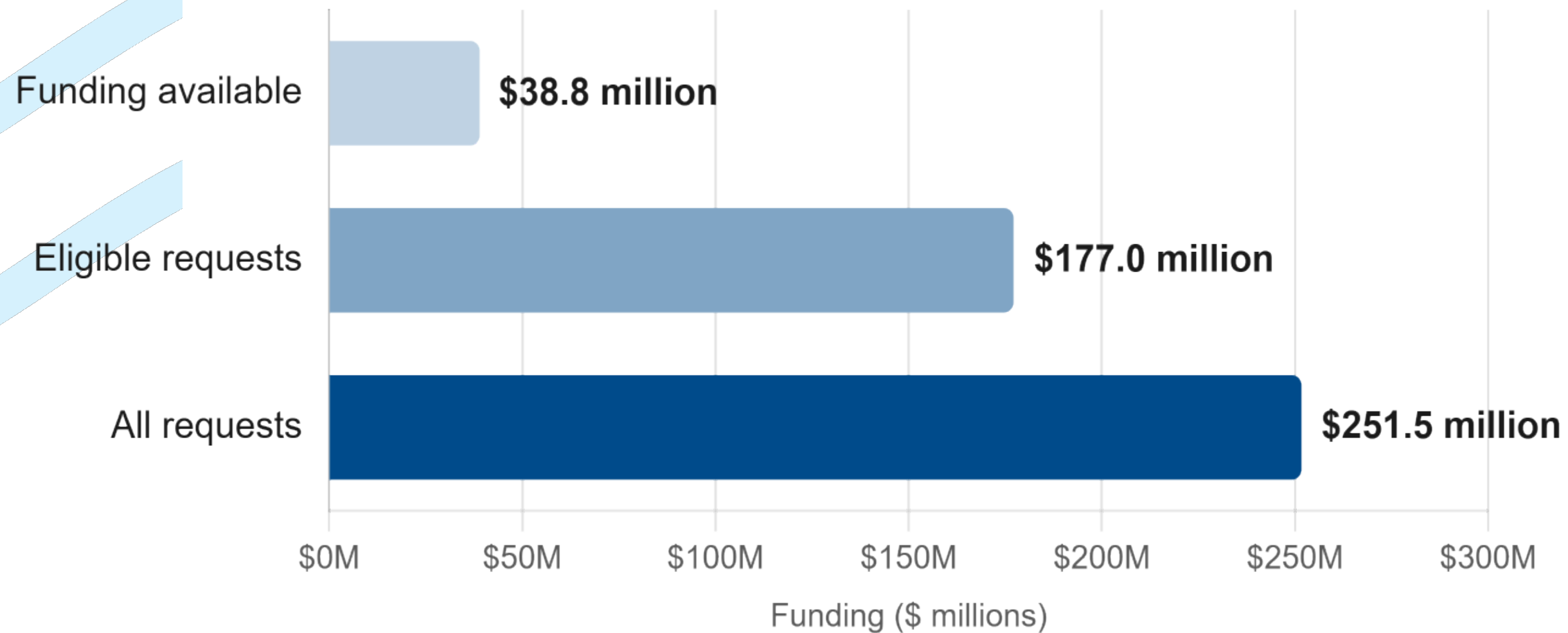
Grant Awards – Richmond and Surrounding Communities

	Seed	Opportunity	Catalyst
Total Funding	\$38,752,145		
Grant Size	\$100,000 - \$200,000	\$500,000 - \$5 million	\$10 million - \$15 million
Grant Term	Up to 2 years	Up to 3 years	Up to 5 years
Eligible Applicants	Open to 501(c)(3) non-profit organizations, no Co-Applicants	Lead Applicant must partner with at least 1 Co-Applicant(s)	Lead Applicant must partner with multiple Co-Applicants
Eligible Communities	Richmond and surrounding communities	Richmond and surrounding communities	Richmond and surrounding communities

Applications Received – Richmond and Surrounding Communities

	Total	Catalyst	Opportunity	Seed
Applications	64	8	37	19
Projects	119	34	66	19
Funding Requested	\$251,469,853	\$116,537,090	\$131,194,103	\$3,738,661
Ineligible Applications (%)	16%	50%	14%	5%
Eligible Applications	54	4	32	18
Eligible Funding Requests	\$176,958,496	\$59,337,079	\$114,080,757	\$3,540,661
Eligible Projects	93	23	52	18

Oversubscription – Richmond and Surrounding Communities



Anticipated Community Benefits of the Recommended Investments

- **Reducing air pollution and improving public health** through indoor air filtration, air monitoring, environmental health education, respiratory healthcare services, and residential and transportation electrification
- **Advancing a just transition** through workforce training, clean energy career pathways, and youth leadership development programs
- **Strengthening community capacity for environmental justice** through resident engagement and community-led planning

Anticipated Community Benefits of the Recommended Investments (cont.)

- **Enhancing local climate resilience** through investments in parks, urban greening, and resilience hubs
- **Delivering air quality benefits across AB 617 Path to Clean Air communities** in homes, schools, daycare and senior centers, workplaces, and through community-based programs

Richmond Catalyst Grant Recommendations

Lead Applicant	Co-Applicant(s)	Location(s)	Award
County of Contra Costa	Urban Tilth, Community Housing Development Corporation, The Watershed Project, Bay Area Regional Energy Network	North Richmond	\$12,934,417
City of Richmond	STEAM the Streets, GRID Alternatives, Groundwork Richmond, LifeLong Medical Care, Rich City Rides, Richmond Trees, Rising Juntos, RYSE Inc, The Black Neighborhood, The Watershed Project, University of California Berkeley	Richmond	\$10,681,489

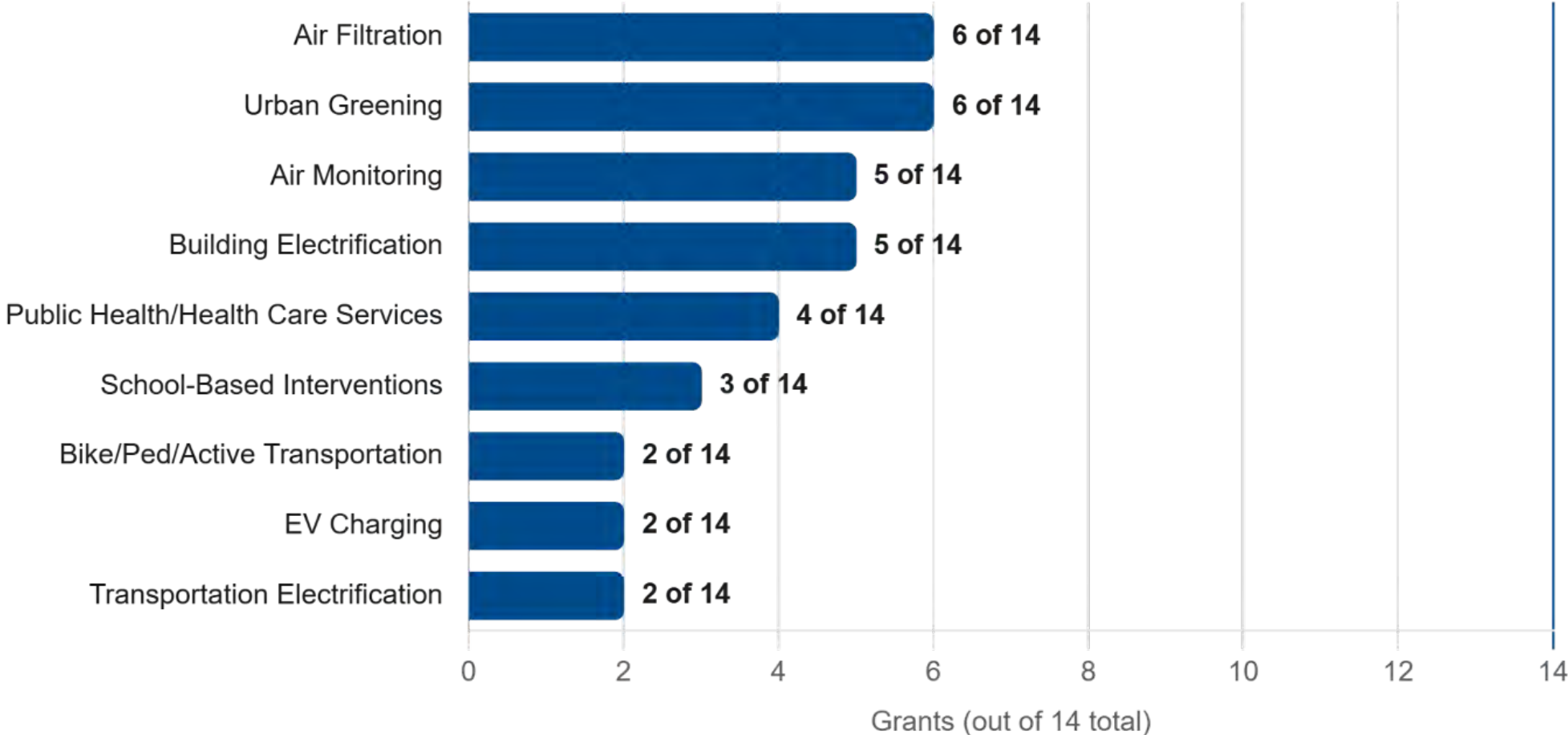
Richmond Opportunity Grant Recommendations

Lead Applicant	Co-Applicant(s)	Location(s)	Award
City of San Pablo	Safe Organized Spaces Richmond	San Pablo	\$1,355,044
East Bay Economic Development Alliance	Friends of the Port	Richmond	\$962,959
Strategic Energy Innovations	Sustainable Contra Costa, Groundwork Richmond	Richmond, San Pablo	\$1,084,476
Growing Together	Planting Justice, West Contra Costa Unified School District, The Watershed Project	Richmond, San Pablo	\$2,072,123
The Labor Institute	United Steelworkers Local 5, Jobs with Justice San Francisco	Richmond	\$3,547,761
City of Pinole	Rebuilding Together East Bay Network	Pinole	\$4,999,682

Richmond Seed Grant Recommendations

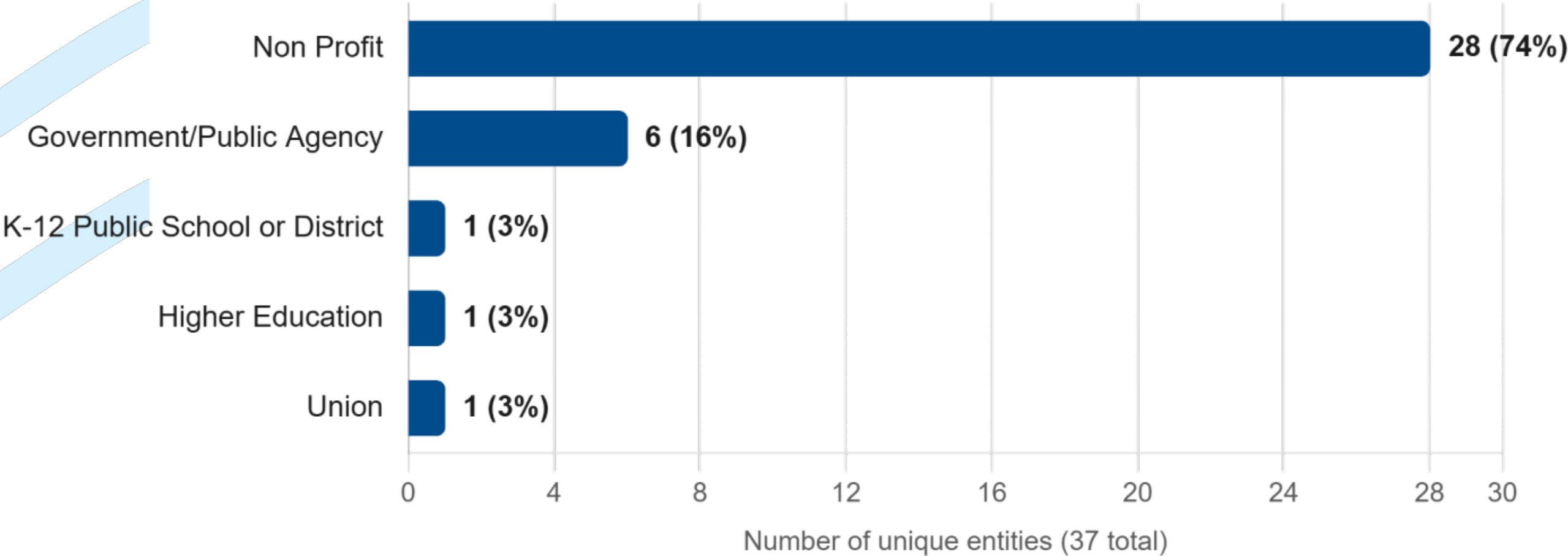
Lead Applicant	Co-Applicant(s)	Location(s)	Award
Bay Area Community Resources	-	Richmond	\$200,000
California Center for Movement Legal Services	-	Richmond, San Pablo	\$199,930
Nepali Association of Northern California	-	El Sobrante, Richmond, Pinole	\$198,000
Asian Pacific Environmental Network	-	Richmond	\$200,000
FIERCE Advocates (Families and Individuals Equitably Rooted in Collective Empowerment)	-	North Richmond, Richmond, San Pablo	\$200,000
Coalition for Clean Air	-	Richmond	\$116,264

Richmond Portfolio – Project Types



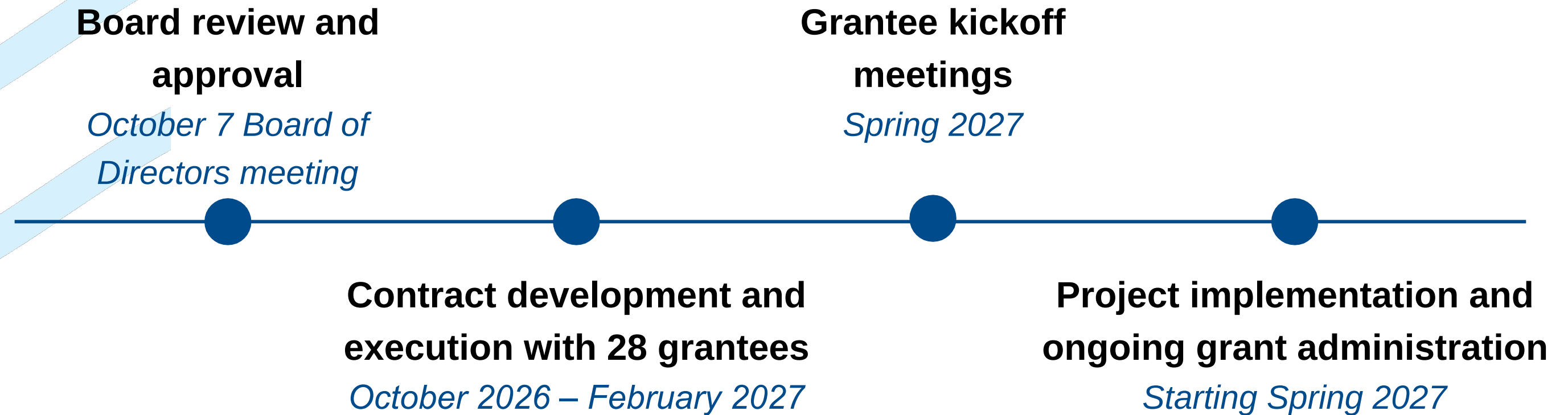
Note: Project types are not mutually exclusive (a single application may include multiple project types)

Richmond Portfolio – Funded Entity Types



Note: Includes both Lead Applicants and Co-Applicants

Anticipated Next Steps



Program Evaluation

The Air District will partner with an external evaluator to:

- Support grantees
 - Develop logic models and measurable outcomes
 - Provide data collection and reporting support
 - Build capacity through training and technical assistance
- Evaluate program impact
 - Track and analyze outputs and outcomes
 - Document community benefits
 - Conduct annual and final evaluations of Round 1 grants
 - Inform future program improvements

Anticipated Future Funding in Richmond and Surrounding Communities

- Chevron Rule 6-5 Settlement Agreement could generate up to \$17,096,600 annually in penalties and up to \$3,500,000 annually in mitigation payments through the Community Air Quality Fund
- If additional funding becomes available next year, staff's intent is to revisit Round 1 applications to identify additional grant recommendations for Board adoption

Recommended Action

- Award \$26,540,000 in Bay REPAIR Local Community Benefits Fund grants for Benicia and Surrounding Communities and \$38,752,145 in grants for Richmond and Surrounding Communities (*note: an additional \$40,000,000 was already awarded for Benicia Catalyst grant awards*)
- Authorize the Executive Officer/APCO to execute grant agreements for the recommended projects

The Community Equity, Health, and Justice (CEHJ) Committee recommended approval of this item at its September 9, 2026, meeting

Questions & Discussion

For more information:

Emi Wang | Community Investments Officer | ewang@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: October 7, 2026

Re: Regulatory Development Overview: Potential Warehouse Rule

RECOMMENDED ACTION

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

BACKGROUND

Indirect sources of pollution (also known as magnet sources) do not generally emit significant air pollutants on site but are responsible for indirectly emitting pollutants by attracting mobile sources that go to and from such facilities. Emissions from indirect sources, particularly warehousing and goods movement operations, create localized health impacts. These health impacts are a concern of impacted communities and stakeholders including Assembly Bill (AB) 617 Community Steering Committees, as well as of the Air District Board of Directors (Board).

Air District staff conducted a screening-level inventory and estimates that the Bay Area has approximately 16,000 warehouses. Approximately 1,000 of these are over 100,000 square feet in area, a threshold for large warehouses used in other air district analyses. This inventory also shows that many warehouses are clustered in “impacted communities” which include overburdened communities (OBCs), AB 617 communities, and other communities disproportionately impacted by pollution.

Air District staff previously presented on indirect source and warehouse considerations at five Stationary Source Committee (Committee) meetings between March 2024 and June 2026, providing an overview of regulatory efforts across the state, and examining emissions from various sources, including trucks, trains and ocean-going vessels. At the June 2026 Committee meeting, staff presented the indirect source rulemaking efforts to date, including a concept paper published in April 2026. Committee members indicated a need to better understand the regulatory information available and directed staff to compile such information and present it to the full Board of Directors for consideration and discussion.

DISCUSSION

Overview

Air District staff will provide an update on a potential Warehouse Rule, otherwise known as a warehouse Indirect Source Rule. The presentation responds to direction from the June 2026 Stationary Source Committee meeting and reviews the regulatory landscape for warehouses as indirect sources. It includes information related to the impetus for rulemaking stemming from commitments to address such localized pollution in Community Emission Reduction Plans and the Air District's 5-year Strategic Plan, regulatory concepts that staff presented in a concept paper titled *Exploring an Indirect Source Rule for Warehouses in the Bay Area* published in April 2026, and evaluations of an existing warehouse rule in the South Coast Air Quality Management District (SCAQMD).

Regulatory Landscape

The primary sources of indirect emissions associated with warehouses are medium- and heavy-duty trucks. The California Air Resources Board (CARB) has adopted several regulations aimed at reducing truck emissions, including the Truck & Bus Regulation, Advanced Clean Trucks (ACT) Regulation, Heavy-Duty Low Nitrogen Oxides "Omnibus" Rule, and Advanced Clean Fleets (ACF) Regulation. However, these rules have faced legal hurdles and other challenges related to obtaining Clean Air Act waivers from the federal government, thus undermining the extent of previously expected emissions reductions in this sector. These regulatory shifts have increased focus on alternative local, regional, and state regulatory instruments for reducing warehouse pollution.

Impetus for Rule Development

The Air District has committed to addressing indirect sources related to goods movement and warehouse operations under AB 617 Community Emissions Reduction Plans (CERPs). Regulatory commitments include conducting a feasibility study to address indirect sources and are listed as actions in three final CERPs for the West Oakland; Richmond-North Richmond-San Pablo; and East Oakland AB 617 communities. These plans were adopted by the Air District Board as well as CARB. A fourth CERP currently being drafted for Bayview Hunters Point/Southeast San Francisco also includes a draft measure to study actions to address indirect sources.

Additional impetus for developing a Warehouse Rule is to facilitate the attainment and maintenance of ambient air quality standards for particulate matter (PM) and ozone by reducing emissions of primary PM and nitrogen oxides (NO_x). As noted in the regulatory landscape section above, previously expected emissions reductions in the goods movement sector have been threatened or eliminated by federal deregulatory actions, increasing the importance of local action at the Air District level.

Successive presentations to the Stationary Source Committee, as well as the Board's budgetary approvals, have affirmed these commitments. Committee members expressed interest in further information on indirect sources between 2024 and 2026, up to and including potential rule concepts. In June 2025, the Board approved a request to add four full-time equivalent positions to support indirect source rulemaking as part of the Fiscal Year 2025-2026 Budget.

Warehouse Rule Concept Paper

Air District staff presented several elements under consideration in a potential Bay Area Warehouse Rule, as outlined in the concept paper published in April 2026. The paper does not propose rule language. Rather, it presents early concepts to invite feedback from stakeholders before conducting more detailed technical work, including draft rule language, an emissions impact analysis, and a socioeconomic impact analysis. Rule concepts discussed include the following: applicability thresholds based on warehouse size and/or location; a phased implementation approach; options for structuring compliance obligations, including menu-based options for increased compliance flexibility; an emphasis on local PM and diesel particulate matter reduction rather than NOx; and reporting requirements needed to support implementation and enforcement.

Evaluation of SCAQMD's WAIRE Program and San Diego APCD's White Paper

In 2021, SCAQMD promulgated the Warehouse Actions and Investments to Reduce Emissions (WAIRE) Program to reduce NOx emissions in the Greater Los Angeles region from warehouses greater than 100,000 square feet in size. Affected warehouses must either earn a specified number of points annually by implementing approved emissions reduction measures from a menu or pay a mitigation fee to meet compliance requirements.

SCAQMD has released annual reports that summarize the impact of the WAIRE Program in each successive year, including emission reductions, compliance and enforcement metrics, mitigation fees collected, and other rule-related activities. An industry-commissioned study was published in June 2025, detailing criticisms of the WAIRE Program's performance. Air District staff reviewed the industry study against the WAIRE Program record. On some points, the underlying facts appear accurate: for example, the WAIRE Program does not require warehouse operators to retire diesel yard hostlers when adopting zero-emission ones, and no truck engines currently meet WAIRE's specified near-zero-emission NOx standard. On other points, such as claims that the program has caused warehouse relocation or that a lack of State Implementation Plan (SIP) credit means the rule fails to reduce emissions, staff found the record does not support the claim. A full comparison of the industry critique against the WAIRE Program record is provided in Table 7 of the attached regulatory development overview report. Staff also examined the San Diego Air Pollution Control District's (SDAPCD) recent indirect source rulemaking efforts. They published a White Paper in January 2026 (revised in February 2026), but ultimately decided to forgo rulemaking in favor of pursuing incentive-driven strategies, due to low estimates of expected emission reductions both in absolute terms and relative to other rulemakings. Staff found that the decision was underpinned by their cost comparisons to direct-

control source categories and a fundamentally smaller warehouse population.

In both cases, this review can provide policy design insights and inform rulemaking, but do not translate directly to the performance of a Bay Area rule due to differences between the districts, including nonattainment status, geography, warehouse industry composition, and community context.

Next Steps

Air District staff and the Board will discuss to determine next steps at the end of the presentation. A potential timeline for rulemaking could include conducting public workshops as early as next year, with draft rule language and comprehensive environmental and socioeconomic analyses developed in subsequent years.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Christopher Easter, Julia Luongo, Craig Kometani-Dittmann, and Jerold Brito

Reviewed by: Jennifer Lam and Victor Douglas

ATTACHMENT(S):

1. Regulatory Development Overview: Potential Warehouse Rule (Report)
2. Regulatory Development Overview: Potential Warehouse Rule (Slides)



REGULATORY DEVELOPMENT OVERVIEW: POTENTIAL WAREHOUSE RULE



OCTOBER 2026
Bay Area Air District
REGULATORY DEVELOPMENT DIVISION



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Executive Officer



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Executive Summary

Over the past two years, Bay Area Air District staff has conducted preliminary research on indirect sources of air pollution and developed early concepts for a potential warehouse indirect source rule (“Warehouse Rule”). This Regulatory Overview report summarizes key considerations for the rulemaking process, including the impetus for addressing indirect sources such as commitments to address community concerns, an accounting of engagement between Air District staff and the Board of Directors regarding indirect sources, available reports and analysis related to the South Coast Air Quality Management District’s (SCAQMD) Warehouse Actions and Investments to Reduce Emissions (WAIRE) Program, and indirect source rulemaking efforts at the San Diego Air Pollution Control District (SDAPCD). Members of the Air District’s Stationary Source Committee (SSC) requested this information be provided to the full Board of Directors to inform the process for moving forward with rulemaking.

Warehouses attract activity from diesel trucks and other mobile sources of pollution, resulting in significant localized pollution in nearby communities. With the growth of the goods movement sector, concerns about warehouse pollution have been raised by many stakeholders in the Bay Area and beyond. Air districts can address warehouse pollution through two main avenues: incentives and rulemaking. The Bay Area Air District has created several incentive programs to promote low- and zero-emission goods movement technologies but has thus far not pursued rulemaking. Given recent deregulatory actions at the federal level that threaten or eliminate anticipated emission reductions for the warehousing industry, there is an increased importance for rulemaking at the Air District level.

A key motivation for considering rulemaking stems from commitments made under Assembly Bill (AB) 617 Community Emissions Reduction Plans (CERPs) and the Air District’s commitment to reducing localized emissions in impacted communities. Staff has presented preliminary data, regulatory considerations, and potential rule concepts to the SSC. Additionally, staff published *Exploring an Indirect Source Rule for Warehouses in the Bay Area* in April 2026 on potential rule concepts. The Air District Board of Directors has supported this work by approving staffing and budget allocations specifically for indirect source rulemaking in the Fiscal Year 2025-2026 Budget.

Findings from other air districts may inform development of a potential Bay Area program. Board members and external stakeholders are interested in the WAIRE Program’s performance to date, as well as the San Diego Air Pollution Control District’s recent indirect source rulemaking efforts. Staff reviewed the WAIRE Program’s performance as detailed in



SCAQMD's WAIRE Annual Reports and found that the WAIRE Program has achieved measurable emission reductions. Staff reviewed a third-party analysis conducted by Ramboll, a consulting firm commissioned by the Supply Chain Federation, a business association, and found that some of Ramboll's critiques highlight credible shortcomings in the program's potential for emission reductions. However, staff also found that other claims were overstated, such as the potential for warehouse closure and relocation outside the district. Review of SDAPCD's indirect source rulemaking effort as detailed in a January 2026 White Paper revealed that their specific focus on NOx, cost effective comparisons to direct-control source categories, and their relatively small warehouse population contributed to their decision to not pursue further rulemaking in favor of incentive-based approaches.

Overall, rule development direction and progress to date have been undergirded by the Air District's commitments to address indirect sources as documented in AB 617 CERPs as well as goals to promulgate stronger regulations and reduce inequities for communities burdened by cumulative impact as detailed in the Air District's Strategic Plan. These goals have been supported by the Board of Directors through direction at multiple Committee meetings and budgetary approvals. Current and further rulemaking efforts are informed by insights from available material on existing programs and those under deliberation.

Background

Indirect sources of pollution, such as ports, railyards, and warehouses, are different from other sources that the Air District currently regulates, such as landfills or refineries. While there are some emissions from the facilities themselves, most of the air pollution comes from mobile sources that go to and from the facility. In the case of warehouses, including distribution centers, diesel trucks and other mobile sources generate significant emissions as they move the goods into and out of the warehouses. Warehouse emissions have emerged as a concern across several jurisdictions nationwide, spurring legislative and rulemaking efforts in California, Illinois, and New York.¹ SCAQMD adopted the nation's first indirect source rule (ISR) applicable to existing warehouses, known as the WAIRE Program.²

The Air District has initiated the early stages of rule development for a potential Warehouse Rule following the Air District's commitments under AB 617 CERPs, community concerns

¹ SDAPCD. Warehouse Work Group. <https://www.sdapcd.org/content/sdapcd/rules/warehouse-work-group.html>; LegiScan. Bill Text: IL HB5600 | 2025-2026 | 104th General Assembly | Introduced. <https://legiscan.com/IL/text/HB5600/id/3355751>; New York State Senate. Senate Bill S1180A. <https://www.nysenate.gov/legislation/bills/2025/S1180/amendment/A>

² SCAQMD. Rule 2305 Warehouse Indirect Source Rule – Warehouse Actions and Investments to Reduce Emissions (WAIRE) Program. May 2021. <https://www.aqmd.gov/docs/default-source/rule-book/reg-xxiii/r2305.pdf?sfvrsn=15>

raised at Board of Director meetings, the Air District’s goal to focus on reducing localized emissions in impacted communities, as well as addressing emissions that have regional impacts to air quality.

Rule Development Process

Creating a new air quality regulation is a rigorous, multi-step process designed to maximize comprehensive evaluation, public participation, and a balancing of environmental protection and economic impacts. The journey from conceptualization through implementation is illustrated in Figure 1.

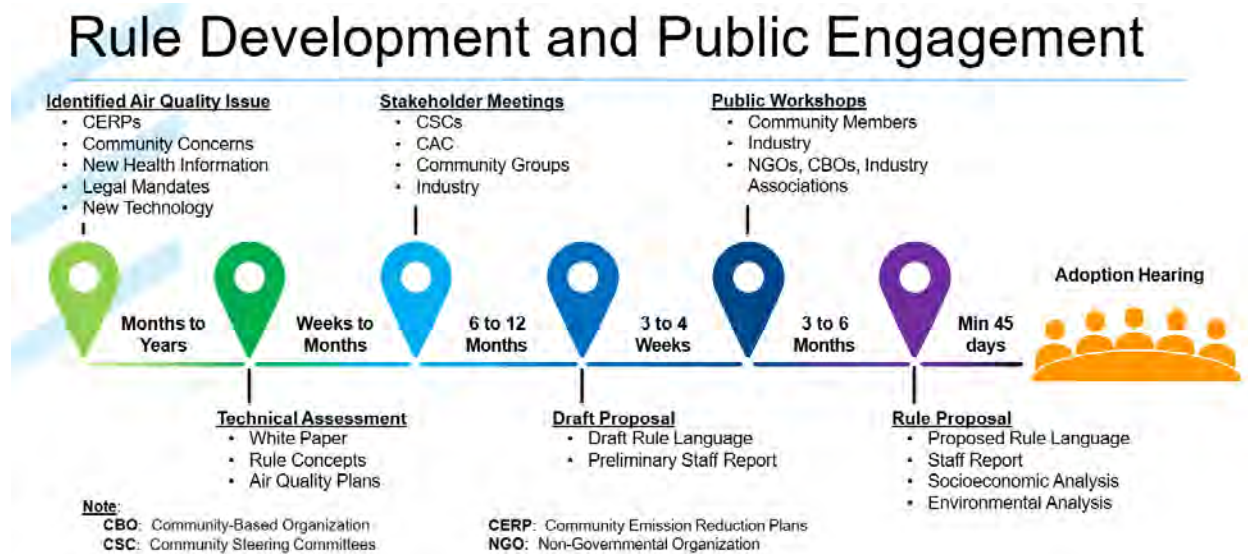


Figure 1. Conceptual diagram of the rule development process.

Current Status of the Warehouse Rule Efforts

The Air District is currently in the early, exploratory stages of the rulemaking process regarding a potential Warehouse Rule, consisting of identifying the air quality issue at hand and conducting a preliminary technical assessment (denoted by the dark green pin in Figure 1). Consistent with our strategic approach, the Air District is studying the feasibility of this rule to address the attainment of national standards (e.g., National Ambient Air Quality Standards), regional air quality concerns, and cumulative, local health impacts, but formal rule language has not yet been drafted or evaluated.

Recent rulemaking milestones include:

- **The Concept Paper:** On April 16, 2026, the Air District published a Warehouse Rule Concept Paper to support early public discussion. This document explores regulatory ideas, including an applicability threshold of 100,000 square feet (with potential



lower thresholds for impacted communities), a phased implementation approach, and flexible compliance menus.

- **Public Feedback Phase:** The official public comment period for the concept paper closed on June 1, 2026. Staff has reviewed the 24 written comments submitted by 71 individuals and organizations. This feedback will inform staff recommendations on regulating warehouse emissions.
- **Stationary Source Committee Presentation:** Staff presented rule concepts, public written feedback, and potential next steps to the Stationary Source Committee (SSC) of the Board of Directors, representing the fifth staff presentation on indirect sources to the SSC.
- **Next Steps:** Following Committee direction at the June SSC meeting, staff will present a regulatory overview to the full Board of Directors in October. During this October presentation, the Board of Directors may provide direction on the next steps for rule development.

Regulatory Context

Regulating warehouses as an indirect source is consistent with the Air District’s statutory authority under state and federal law, as well as responsive to the recent changes in the regulatory landscape.

The California Health and Safety Code (HSC) provides air districts with authority to adopt an indirect source rule designed to maintain attainment of the ambient air quality standards and to establish zones of special regulation that consider population density and the nature of local sources of air pollution.³ The Federal Clean Air Act expressly recognizes that states may use such authority to adopt “any indirect source review program” as part of a State Implementation Plan to attain National Ambient Air Quality Standards for criteria pollutants which includes particulate matter (PM) and nitrogen oxides (NOx), and defines an indirect source as a “facility, building, structure, installation, real property, road, or highway which attracts, or may attract, mobile sources of pollution.”⁴

The regulatory context has also shifted in ways that make local action more urgent. Communities and air districts across California had expected the California Air Resources Board (CARB) Advanced Clean Fleets and other regulations to drive significant reductions in heavy-duty vehicle emissions. In January 2025, CARB withdrew its request for a federal Clean Air Act waiver needed to implement certain portions of the regulation, citing

³ HSC Sections 40716, 40000, 40702, 39002, and 40230.

⁴ Clean Air Act Section 110(a)(5).



uncertainty about the incoming federal administration's stance on the waiver.^{5,6} Without the waiver, CARB cannot enforce the high-priority fleet and drayage fleet electrification requirements.⁷ CARB also withdrew waiver requests for its in-use locomotive standards and portions of its commercial harbor craft rule at the same time.^{8,9} Together, these withdrawals represent a significant decrease in the emission reductions that would have significantly improved air quality throughout the Bay Area, especially in communities near warehouses, ports, and freight corridors.

On the federal side, EPA finalized a more stringent annual PM_{2.5} standard in 2024, lowering it from 12.0 to 9.0 micrograms per cubic meter.¹³ EPA has not yet made a designation of attainment with regards to the new PM_{2.5} standard in the Bay Area, but recent monitoring data suggests the new standard has not been met.¹⁰ Standards notwithstanding, Particulate Matter from diesel engines (DPM) remains a primary driver of cancer risk in communities near warehouses, and the Air District's goals for emissions and health-risk reduction in impacted communities provide an additional, independent basis for prioritizing PM reductions under a Bay Area Warehouse Rule.

Warehouse Rule Concept Paper

In April 2026, Air District staff released *Exploring an Indirect Source Rule for Warehouses in the Bay Area*, a concept paper intended to launch public engagement at the outset of rule development.¹¹ The paper does not propose rule language; however, it summarizes staff's

⁵ RE: Withdrawal of California's Request for a Waiver, Pursuant to Clean Air Act Section 209(b), and Request for Authorization, Pursuant to Clean Air Act Section 209(e)(2), for the Advanced Clean Fleets (ACF) Regulation, Docket ID EPA-HQ-OAR-2023-0589. CARB. January 13, 2025.

<https://www.epa.gov/system/files/documents/2025-01/ca-acf-carb-withdrawal-ltr-2025-1-13.pdf>

⁶ CARB Withdraws ACF Waiver Request. ACT News. January 15, 2025. <https://www.act-news.com/news/carb-withdraws-acf-waiver-request/>

⁷ Advanced Clean Fleets Regulation No Longer in Force for Most Fleet Operators and Owners. Morrison Foerster. February 25, 2025. <https://www.mofo.com/resources/insights/250225-advanced-clean-fleets-regulations-no-longer-in-force>

⁸ RE: Withdrawal of California's Request for Authorization, Pursuant to Clean Air Act Section 209(e)(2), of the In-Use Locomotive Regulation, Docket ID EPA-HQ-OAR-2013-0574. CARB. January 13, 2025.

<https://www.epa.gov/system/files/documents/2025-01/ca-loco-carb-withdrawal-loco-ltr-2025-1-13.pdf>

⁹ RE: Withdrawal of Elements of California's Request for Authorization, Pursuant to Clean Air Act Section 209(e)(2), for the Commercial Harbor Craft (CHC) Regulation, Docket ID EPA HQ-OAR-2023-0153. CARB. January 13, 2025. <https://www.epa.gov/system/files/documents/2025-01/ca-chc-carb-withdrawal-ltr-2025-1-13.pdf>

¹⁰ A federal district court has ordered EPA to make final designations for all areas of the country by February 6, 2027. *Alliance of Nurses for Healthy Environments et al., v. Zeldin*, N. 4:26-cv-06341 (N.D. Cal.), Order Denying Motion for Abeyance and Granting in Part and Denying in Part Motions for Summary Judgment (Jul. 17, 2026) at 29.

¹¹ More information at the Air District's Warehouse Rule webpage: <https://www.baaqmd.gov/en/rules-and-compliance/rule-development/warehouse-ISR>



early thinking and invites feedback from communities, industry, labor, local governments, and other stakeholders before conducting more detailed technical work and drafting rule language. Because these are early concepts rather than a defined program design, the concept paper includes only preliminary, screening-level emissions estimates. The concept paper does not include a detailed emissions impact analysis or a socioeconomic impact analysis. Such analyses cannot be meaningfully conducted until more specific rule provisions are developed, such as compliance obligations, applicability, and implementation timelines. Rule language, detailed emissions benefits information, and other analyses will follow later in the rule development process, once program design is more fully developed and there is a specific proposal to evaluate.

The concepts presented were shaped around the Air District's objective to emphasize reducing DPM, which drives elevated health risk in overburdened and AB 617 communities, alongside the broader goal of attaining and maintaining the region's ambient air quality standards for PM and ozone. In considering how to design a potential Bay Area Warehouse Rule, staff drew lessons from existing indirect source rules, principally SCAQMD's WAIRE Program (Rule 2305), along with SCAQMD's Rule 2306 (Freight Rail Yards) and San Joaquin Valley's Rule 9510.^{12,13,14} Staff adapted these lessons to Bay Area conditions, including the region's different nonattainment status, distinct warehouse geography and population, and an emphasis on environmental justice consistent with the Air District's CERP and Strategic Plan commitments.

The concept paper addresses the following: applicability thresholds and how scope might vary for facilities in impacted communities; a phased, adaptive implementation approach; options for structuring each facility's compliance obligation, including menu-based options for increased compliance flexibility; a stronger emphasis on local PM and DPM reduction than WAIRE's NO_x-focused design; and reporting requirements needed to support implementation and enforcement.

The public comment period on the concept paper closed June 1, 2026. Staff is incorporating that feedback into the technical work described elsewhere in this overview. It is anticipated that the next step in rule development will be a series of public workshops and targeted stakeholder meetings to continue engaging stakeholders in the process. For the full set of concepts, see the [Warehouse Rule Concept Paper](#).

¹² SCAQMD. Rule 2305 Warehouse Indirect Source Rule.

¹³ SCAQMD. Rule 2306 Freight Rail Yards. August 2024. <https://www.aqmd.gov/docs/default-source/rule-book/reg-xxiii/rule-2306-freight-rail-yards.pdf>

¹⁴ SJVAQMD. Rule 9510 Indirect Source Review (ISR). Amended December 2017. <https://ww2.valleyair.org/media/cjlnn0u1/r9510-a.pdf>



Impetus for Rule Development

There are several primary considerations that drive the impetus for rule development. First, the Air District has approved several AB 617 CERPs that commit to evaluating policy related to reducing the impact of indirect source emissions. AB 617 CERPs are also approved by CARB, affirming these commitments at the state level. While AB 617 communities bear a disproportionate burden from air pollution, all communities with warehouse operations attract substantial heavy-duty truck traffic and other mobile source activity, contributing to PM, DPM, and NO_x pollution. Efforts to reduce community health risk should be made for all impacted communities regardless of AB 617 designation. Finally, an effective Warehouse Rule would support the Air District's efforts in attaining and maintaining the regional ambient air quality standards for PM and ozone through PM and NO_x emissions benefits.

Commitments under Community Emissions Reduction Plans

Members of AB 617 Community Steering Committees (CSCs) have identified indirect sources of pollution as a concern for their communities. Actions addressing indirect sources have been included in all three final CERPs, which were adopted by the Air District Board of Directors and approved by the California Air Resources Board. Indirect sources are also addressed in the draft Bayview Hunters Point/Southeast San Francisco (BVHP/SESF) CERP. The CERP actions are summarized in Table 1 below.

Table 1. Summary of CERP Actions Related to Indirect Sources

AB 617 Community	Date Approved by CARB	Action Name	Action Description
West Oakland	December 2019	Mobile Sources Strategy #67	The Air District intends to pursue future programs to reduce emissions and risk from magnet sources related to the goods movement industry via an Indirect Magnet Source Policy Package. The policy package could include rule making, model ordinances and technical support to local governments to develop their own policies. Emission reductions may come from the transport trucks serving the Port of Oakland, warehouse distribution centers and other freight locations.



AB 617 Community	Date Approved by CARB	Action Name	Action Description
Richmond, North Richmond, San Pablo	November 2024	Mobile Action 1.4 – Magnet Source Rule	Magnet Source Rule. Air District will study feasibility and approach for a Bay Area Indirect Source (Magnet Source) Rule.
East Oakland	June 2026	Transportation and Mobile Sources Action 1.1 – Indirect Source Policy Package	Study feasibility and approach for a Bay Area Indirect Source (Magnet Source) policy package to address the impacts of large warehouses and other types of businesses that are “magnets” for heavy duty truck trips. The policy package could include rule making, model ordinances and technical support to local governments to develop their own policies. The Air District will proactively update and seek input from all Bay Area CSCs and other impacted communities across the region.
Bayview Hunters Point/South east San Francisco (draft)	N/A	Traffic and Transportation Action 2.1 – Indirect Source Policy Package	Study feasibility and approach for a Bay Area Indirect Source (Magnet Source) policy package to address the impact of large warehouses and other types of businesses that are “magnets” for heavy-duty truck trips. This package should assess the feasibility of reducing emission associated with warehouses and distribution centers including heavy-duty diesel vehicles, emergency generators, and Transportation Refrigeration Units (TRUs) in BVHP/SESF. The policy package could include rule making, model ordinances, and technical support to local governments to develop their own policies. The Air District will proactively update and seek input from all Bay Area CSCs and other impacted communities across the region.

Other Impetus for Rule Development

Beyond AB 617 communities covered by CERP commitments, there are other impacted communities that are affected by warehouse operations that attract substantial heavy-duty truck traffic and other mobile sources, leading to localized PM, DPM, and NO_x pollution. These pollutants have well-documented health impacts on nearby communities. Warehouse operations and traffic corridors are often located close to lower-income communities and communities of color, who bear a disproportionate pollution burden within the Bay Area. In its 2024 - 2029 Strategic Plan, the Air District has made a commitment to address environmental justice by reducing the cumulative health impacts faced by these communities. Figure 2 shows the location of warehouses larger than 100,000 square feet in floor area relative to designated AB 617 communities and the most environmentally burdened (70th percentile and higher) communities according to CalEnviroScreen.

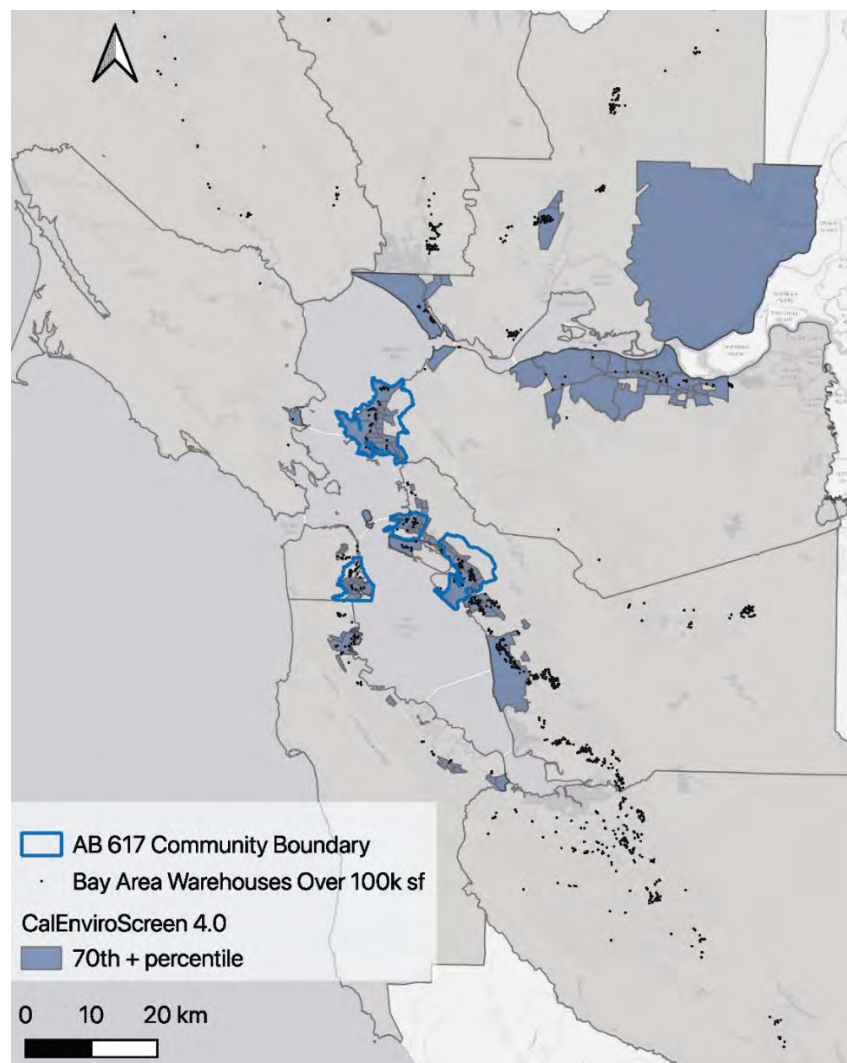


Figure 2. Map of Large Warehouses and Impacted Communities in the Bay Area.



Additionally, a primary impetus for a Warehouse Rule development effort is to facilitate attainment and maintenance of the ambient air quality standard. The Air District is exploring a rule that serves dual purposes: 1) attaining and maintaining the regional ambient air quality standards for PM and ozone by reducing emission of PM and NOx; and 2) protecting nearby communities by placing a strong emphasis on local reduction of particulate matter emissions associated with warehouse facilities, particularly DPM that can cause elevated cancer risk.

Timeline of Engagement with Board of Directors

Stationary Source Committee

Staff recognizes the importance of engaging early and often with stakeholders, particularly for the development of a potential new rule. As such, staff has presented a series of updates to the Stationary Source Committee (SSC) since 2024, outlining progress on indirect source rulemaking. Table 2 summarizes the SSC meetings in which staff presented various information on indirect sources, including a potential Warehouse Rule, and sought Committee feedback on overall direction.

Table 2. Stationary Source Committee Presentations on Indirect Sources

Date	Rule Development Stage	Key Discussion Points
March 13, 2024	Identify issue	Staff discussed: • Background on indirect sources • Current regulatory landscape • Discuss next steps Committee feedback: • Develop a framework to move forward and return to the committee
September 11, 2024	Identify issue	Staff discussed: • Update on indirect sources, rule development opportunities, and other policy tools Committee feedback: • Identify the Air District’s capacity to accomplish in the next few years regarding indirect sources • Explore options for addressing warehouse emissions, marine emissions, and land use concerns



Date	Rule Development Stage	Key Discussion Points
November 13, 2024	Identify issue	Staff discussed: • Overview of regulations on marine sources • Estimated impacts of marine, truck, and rail emissions on AB 617 communities • Heavy-duty trucks to be addressed more in depth at next SSC presentation Committee feedback: • Provide more information on breakdown of vessel types, incentives available for shore power
March 12, 2025	Identify issue	Staff discussed: • Overview of warehouses and distribution centers in the Bay Area • Potential rule impacts and considerations • Relevant regulatory activity and options for future actions, including staffing requirements for rule development Committee feedback: • Federal regulatory landscape is uncertain, and the withdrawal of Advanced Clean Fleets regulation increases the impetus for an indirect source rule • Want to understand most effective use of staff time, while recognizing the need to invest in staff resources
June 10, 2026	Concept paper	Staff discussed: • Regulatory context relevant to indirect sources • Potential rule concepts for a Bay Area warehouse indirect source rule • Public comments on April 2026 concept paper and planned stakeholder engagement Committee feedback: • Provide more information on the WAIRE Rule, including annual reports and third-party analysis • Request to bring the information to the whole Board of Directors, potentially for a vote on future direction

At five SSC meetings between March 2024 and June 2026, staff provided the Committee information on indirect sources of truck, marine, and other emissions, including the regulatory background on indirect sources, preliminary data on emissions impacting AB 617



communities, and early rule concepts for a potential Warehouse Rule. Each presentation built upon the previous one, with staff adjusting program direction based on Committee member feedback. This measured approach was intended to maximize Committee deliberation and meet the Air District's commitments under its Strategic Plan and AB 617 CERPs, while ensuring the Air District was able to determine the appropriate policy response to community concerns about warehouses after full consideration of the costs and benefits of various options.

At these meetings, Committee members expressed interest in more information on a wide range of topics, including what a potential rule could look like in the Bay Area. Staff and Committee members discussed considerations for pursuing a Warehouse Rule, weighing the impetus for rulemaking, staff time, rule prioritization, potential emission reductions, and the regulatory landscape. While not specific to indirect sources, Committee feedback on a subsequent rule development presentation at the March 12, 2025 SSC meeting noted the need to prioritize rules that address concerns included in CERPs and raised by community members, including indirect sources, fenceline monitoring, and flaring.

Budgetary Approval

On March 19, 2025, Air District staff presented to the Board of Directors' Finance and Administration Committee the proposed 2025-2026 budget, which included a request to add four full-time equivalent (FTE) positions to the budget to support indirect source rulemaking. Three FTE positions were allocated to the Regulatory Development Division, and one to the Legal Division. The Committee moved to recommend to the Board to adopt the Fiscal Year (FY) 2025-2026 Proposed Budget and Fee Amendments.

The Amended FY 2025-2026 Proposed Budget with additional FTEs to support indirect source rulemaking was presented at the Board of Directors meeting on May 7, 2025. During the presentation, staff noted to the full Board of Directors that the four FTE positions were intended to support indirect source rulemaking. At the June 4, 2025 Board of Directors meeting, the Board passed the budget, indicating their acknowledgement of and support for these staffing allocations.

No new FTEs were added to the FY 2026-2027 Budget, which was approved at the June 3, 2026 Board of Directors meeting.

Lessons Learned from the Other Air Districts

This section responds directly to questions raised by the Stationary Source Committee members on June 10, 2026, in response to concerns raised by stakeholders about a potential



Bay Area Warehouse Rule given reports assessing the SCAQMD WAIRE Program and a potential warehouse ISR in San Diego County. Committee members asked for more information on WAIRE Program performance, San Diego County’s warehouse ISR efforts, and how a June 2025 industry-commissioned technical review by Ramboll compares to WAIRE implementation reporting on the program’s costs and benefits. This section summarizes the WAIRE Program’s own implementation record, as reported in SCAQMD’s three published Annual Reports, and then evaluates Ramboll’s comments against that record.

WAIRE Rule Overview

SCAQMD’s Rule 2305, WAIRE Program, addresses the growing air pollution concerns regarding the rapidly expanding warehousing industry.¹⁵ Since taking effect in May of 2021, the rule has applied to warehouse facilities 100,000 square feet or larger and requires warehouse operators to reduce emissions associated with their facilities, including those from heavy-duty truck activity. Each subject operator must earn a set number of WAIRE Points (calculated based on truck trips visiting the facility) by choosing from a menu of zero- and near-zero-emission (ZE/NZE) actions, or by paying a mitigation fee of \$1,000 per Point in lieu of taking an action. Applicability is determined through the following process¹⁶:

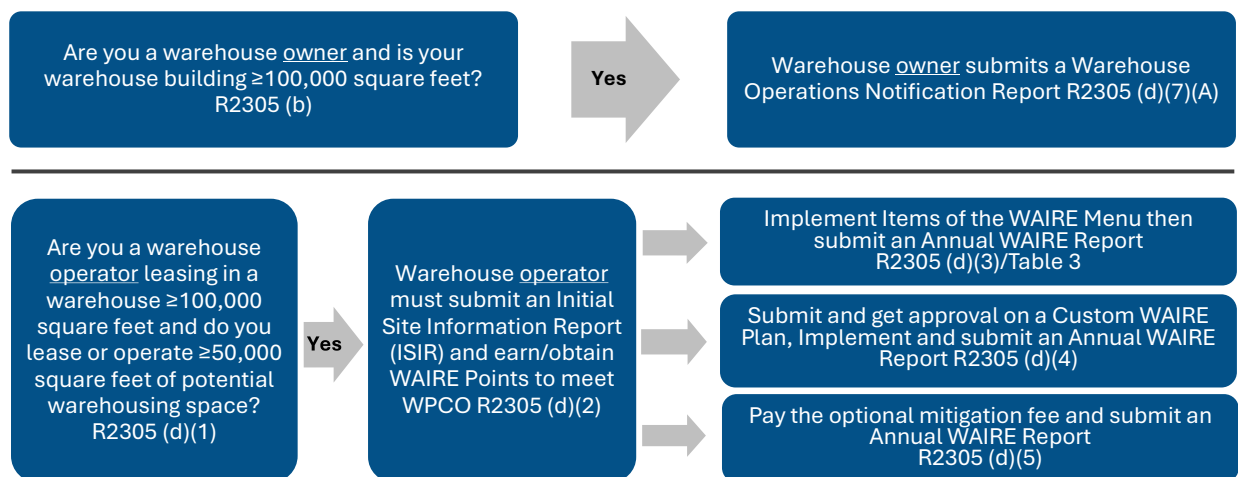


Figure 3. Applicability Flow Chart (adapted from SCAQMD, 2021)

WAIRE has withstood legal challenge and gained federal recognition since adoption, having been upheld against a federal preemption challenge in 2023 and incorporated into

¹⁵ SCAQMD. Rule 2305 Warehouse Indirect Source Rule.

¹⁶ More information on the applicability of SCAQMD’s WAIRE Program Implementation:

<https://www.aqmd.gov/docs/default-source/planning/fbmsm-docs/waire-implementation-guidelines.pdf>



California's State Implementation Plan (SIP) by EPA in 2024.¹⁷ SCAQMD's Final Staff Report for Rule 2305 Response to Comments states the rule was not expected to receive SIP credit for a specific, quantified amount of emissions reductions, noting this reflects one of several options available for incorporating an ISR's reductions into the SIP inventory.¹⁸ As precedent, the staff report points to San Joaquin Valley Air District's own indirect source rule, which was approved into the SIP without specific SIP credit, with its reductions instead reflected through CARB's regular updates to the statewide mobile source emissions inventory. This does not mean the program fails to produce emissions reductions; it means those reductions were not assigned a specific numeric value in the SIP submission. EPA's approval confirms Rule 2305 is federally enforceable by EPA, citizens, and SCAQMD regardless of SIP credit status.

Following its implementation, SCAQMD has released annual reports that summarize and explore the impact of this rule on its jurisdiction. Annual reports summarize the program annually, covering each completed year of implementation which address rule implementation activities, such as outreach, reporting, compliance, mitigation fee program, enforcement, program results, and other rule-related activities.

Emissions Reductions Reported to Date

As reported in the 3rd Annual Report, WAIRE Program actions produced the following emissions reductions as the program has phased in.

Table 3. Summary of WAIRE Annual Report Findings

Emissions Reductions by Compliance Year (tons/year ¹⁹)		
Compliance Year	NOx Emissions	Diesel PM
2021	47	1.5
2022	240	5.5
2023	340	7.7
2024	537	13

¹⁷ 89 Fed. Reg. 73,533 (Sept. 11, 2024) (EPA approval of WAIRE Program into California SIP). <https://www.federalregister.gov/documents/2024/09/11/2024-20349/air-plan-approval-california-south-coast-air-quality-management-district>

¹⁸ SCAQMD. Final Staff Report for PR 2305 and PR 316 (May 2021), Response to Comments, "PR 2305 would not receive SIP credit," p. 2. <https://www.aqmd.gov/docs/default-source/Agendas/Governing-Board/2021/2021-May7-027.pdf?sfvrsn=10>

¹⁹ Values are presented as tons per year while SCAQMD's WAIRE Program Annual Reports originally report reductions in tons per day (tpd). Air District staff converted the reported daily values to tons/year by multiplying each tpd figure by 365 days per year. This conversion assumes the reported daily reduction rate



Source: SCAQMD, 3rd Annual Report for the WAIRE Program (January 2026), p. 7 (summary) and p. 30, Figures 17–18 (category detail). Figures are based on operator-reported data through August 31, 2025 and remain subject to SCAQMD's final auditing. Reported values for a given year have been revised in each successive Annual Report as more Annual WAIRE Reports (AWRs) are received; for example, 2022 and 2023 NO_x reductions were reported as 0.69 and 0.86 tons per day (tpd) in the 2nd Annual Report (October 2024), p. 24, Figure 18, and as 0.65 and 0.94 tpd in the 3rd Annual Report (January 2026).

SCAQMD reports that both NO_x and DPM emission have decreased annually since rule implementation as a result of WAIRE-related actions (Table 3).²⁰ At the time of rule adoption, SCAQMD conservatively estimated NO_x emissions would be reduced by between 550 to 1100 tons/year.²¹ A more recent SCAQMD status report, covering activity through July 31, 2026, estimates that if the WAIRE Points-to-NO_x ratio observed in the 3rd Annual Report has held steady, cumulative NO_x reductions since rule adoption would total approximately 1,955 tons. SCAQMD presents this as an extrapolation rather than a directly measured figure, since the ratio itself has not been independently re-verified since the 3rd Annual Report's publication.²²

SCAQMD's Final Staff Report analyzed DPM reductions at the same detailed, scenario-by-scenario level as NO_x, but did not synthesize these into a single average estimate the way it did for NO_x. Diesel PM was treated as a co-benefit of NO_x-focused compliance actions rather than tracked toward a standalone target. This is one area where the Bay Area's concept paper takes a different approach, placing a stronger emphasis on primary PM and DPM reduction alongside NO_x reduction.

Operator Compliance Reporting

One WAIRE implementation challenge has been compelling warehouse owners to file the Warehouse Operations Notification (WON) that establishes the regulated universe. Owner reporting compliance has improved steadily but remains incomplete (Table 4).

holds uniformly across the year and does not reflect an independent annual emissions calculation reported by SCAQMD.

²⁰ SCAQMD. WAIRE 3rd Annual Report. January 2026. https://www.aqmd.gov/docs/default-source/planning/fbmsm-docs/3rd-annual-report-for-the-waire-program.pdf?sfvrsn=1526a7e_2

²¹ Ibid, p. 29. Values were also converted from daily values as described above.

²² SCAQMD, Rule 2305 Implementation Status Report (June 1–July 31, 2026), Mobile Source Committee Agenda, August 21, 2026, Item 2, p. 1.



Table 4. Warehouse Operations Notification (WON) Compliance Over Time

Annual Report	As of Date	Estimated WONs Received and Warehouses Covered	Estimated Share of Warehouse Population
1st Annual Report Jan. 2023	~ September 2022	490 WONs 1,650 warehouses	47%
2nd Annual Report Oct. 2024	August 31, 2024	1,074 WONs 2,383 warehouses	61%
3rd Annual Report Jan. 2026	August 31, 2025	1,352 WONs 2,534 warehouses	63%

Source: SCAQMD WAIRE Program Annual Reports: 1st (January 2023), p. 10; 2nd (October 2024), p. 10; 3rd (January 2026), p. 16.

SCAQMD staff has attributed the reporting gap to the size and turnover of the warehouse population rather than a single fixable cause and has paired continued outreach with escalating compliance and enforcement action against non-reporting facilities. For Bay Area program design, this history reinforces the value of using owner registration as a gateway to operator reporting rather than a separate compliance track, and of investing early in a reporting portal (e.g., SCAQMD's WAIRE Program Online Portal, or WAIRE POP) given how central it has been to both compliance and data quality.

The Annual WAIRE Report (AWR) is the compliance report submitted by warehouse operators, providing details about how each facility met their WAIRE Points Compliance Obligation (WPCO). Table 5 summarizes AWR participation by presenting the AWR ratio, which compares the number of AWRs received to the number expected, and the corresponding completion percentage, which indicates the share of expected reports submitted for each reporting year.



Table 5. Summary of WAIRE Annual Report (AWR) Findings

Annual Report	Annual WAIRE Report Completion Ratio	Completion Percentage
2nd Annual Report Oct. 2024	1,556 / 4,102	38%
3rd Annual Report Jan. 2026	3,131 / 8,829	35%

Source: SCAQMD WAIRE Program Annual Reports: 2nd (October 2024), p. 16, Table 4; 3rd (January 2026), p. 21, Table 4. The 1st Annual Report (January 2023) predates the first AWR due date and has no comparable figure. 'Expected' AWRs are SCAQMD's own estimate of the potential operator universe and are revised each year as the warehouse inventory and tenant data improve.

Additionally, the annual reports highlight key successes and challenges throughout the implementation process. The largest challenge across all three reports was identified as roughly two-thirds of subject operators not submitting the required AWR (e.g., 38 percent completion in 2nd Annual Report and 35 percent completion in 3rd Annual Report). This contributed to a substantial number of Notices of Violation (NOVs) for missing and late reports. As of July 31, 2026, SCAQMD had issued over 970 NOVs since December 2023, of which approximately 450 warehouses had contacted SCAQMD in response, 460 had subsequently filed the required reports, and 325 NOVs had been resolved. Approximately 520 facilities had not yet responded to their NOVs.²³ Due to limitations in AWR completion, the reported emissions reductions may not fully reflect program outcomes and remain dependent on increased operator compliance.

SCAQMD's Annual Reports describe the regulated warehouse population as inherently dynamic and difficult to fully enumerate through self-reporting alone. Operator counts are "expected to change over time due to normal fluctuations in the warehousing industry, including changes in facility operations, ownership, leasing activity, and building use," and are treated as "a dynamic estimate rather than a static count." The reports note that some operators have been identified only through site visits by inspectors, rather than through owner or operator self-reporting. SCAQMD has also conducted extensive outreach, including tens of thousands of compliance mailers and informational emails, warehouse site visits, and compliance training webinars and videos, to build awareness of Rule 2305 requirements.²⁴ Separately, the WON-to-AWR completion gap reflects a difference in reporting burden: the WON requires only basic ownership and lease information, while the

²³ SCAQMD. Rule 2305 Implementation Status Report (June 1–July 31, 2026).

²⁴ SCAQMD. 2nd Annual Report for the WAIRE Program, p. 30. October 2024.



AWR requires operators to report truck trip counts and document how WAIRE Points were earned across each compliance action taken.²⁵

Across all three Annual Reports, a small number of WAIRE Menu categories account for most of the points warehouse operators report earning. Usage of zero-emission (ZE) hostlers (yard tractors that move trailers and containers within a facility) has consistently been the single largest category, and mitigation fees have consistently represented a small share of total points earned (Table 6). The mitigation fee share of total points earned has declined from 4.7% in the 2nd and 3rd Annual Reports to 3.7% in the most recent status report. Because these totals are calculated only from operators who did report, they describe roughly a third of the regulated population. The compliance choices of the remaining two-thirds are not yet known.

Table 6. Summary of Operator Compliance Metrics

Annual Report	Leading Menu Categories	Total WAIRE Points Earned	Mitigation Fee Points (% of total)	Cumulative Mitigation Fees Reported Since 2023
1st Annual Report Jan. 2023	(estimated at time of AWR publishing) • ZE Hostler Usage (40%) • NZE Truck Visits (27%) • ZE Hostler Acquisition (8%)	176,439 (projected) ²⁶	5,545 (3.0%)	\$5.5 Million
2nd Annual Report Oct. 2024	• ZE Hostler Usage (42%) • NZE Truck Visits (27%) • ZE Infrastructure & Usage (11%)	634,671	29,700 (4.7%)	\$29.7 Million
3rd Annual Report Jan. 2026	• ZE Hostler Usage (43%) • NZE Truck Visits (27%) • ZE Infrastructure & Usage (9%)	1,180,685	55,116 (4.7%)	\$55.1 Million

²⁵ SCAQMD. 3rd Annual Report for the WAIRE Program. January 2026. Appendix A, Table A-5 and Table A-6 notes (population dynamics, site-visit identification); pp. 15–16, 20 (WON and AWR reporting requirements).

²⁶ Figures for the 1st Annual Report are based on Initial Site Information Reports (ISIRs), a facility-level planning exercise in which operators project anticipated compliance actions. The 1st Annual Report (January 2023) predates the first Annual WAIRE Report (AWR) deadline, so these figures reflect operators' projected compliance plans rather than confirmed outcomes. Total WAIRE Points figures for the 2nd and 3rd Annual Reports are based on AWRs and reflect actual reported compliance actions.



Annual Report	Leading Menu Categories	Total WAIRE Points Earned	Mitigation Fee Points (% of total)	Cumulative Mitigation Fees Reported Since 2023
Status Report Aug. 2026 (data through July 31, 2026)	<i>Not reported at this reporting cadence</i>	2,118,373	80,373 (3.7%)	\$80.4 Million

Source: SCAQMD WAIRE Program Annual Reports: 1st (January 2023), p. 15; 2nd (October 2024), p. 18 (menu share) and p. 25 (fee total); 3rd (January 2026), p. 23 (menu share) and p. 24 (fee total); SCAQMD, Rule 2305 Implementation Status Report (June 1–July 31, 2026), Mobile Source Committee Agenda, August 21, 2026, Item 2, p. 1 (points earned and mitigation fee totals).

This concentration of menu categories matters for Bay Area Warehouse Rule design in two ways. First, it confirms that points-menu design has an outsized influence on what operators actually do. A handful of categories are driving most reported compliance, which demonstrates the importance of calibrated menu design that does not assume a broad, even distribution across the menu. However, the leading menu categories may change over time. Second, it means that the credibility of the WAIRE Program's overall emissions benefit rests heavily on the accuracy of the emission reduction methodology for just a few menu categories, which is directly relevant to the Ramboll comments discussed below.

San Diego County APCD White Paper

Since 2021, the San Diego County Air Pollution Control District (SDAPCD) has conducted a multi-year evaluation of a potential warehouse ISR, moving from an initial legal and technical framework in 2023 through a [Warehouse Working Group process](#) and a 2025 Framework Supplement. This effort culminated in a [White Paper](#), published in January 2026 (and revised in February 2026), presenting SDAPCD staff's findings and recommendation to its Governing Board.

The White Paper concludes a potential warehouse ISR would (among other reasons) cost more per ton of emissions reduced than other options available to the district and recommends prioritizing non-regulatory strategies over pursuing a local warehouse ISR at this time.

SDAPCD's preliminary emissions and cost estimates in the initial framework were developed by evaluating a potential warehouse ISR using SCAQMD Rule 2305 data scaled to San Diego County's own warehouse population, a methodology similar to the approach the Air District



used in its March 2025 SSC presentation to generate early, screening-level estimates for the Bay Area.

Because these initial estimates were modeled from Rule 2305, a NO_x-focused rule designed to reduce regional emissions, characterizing the local air quality impact a warehouse ISR could have on communities near warehouse clusters and freight corridors in San Diego County was not well understood at that point, whereas the Air District's concept paper considers primary PM and DPM reduction. SDAPCD's Supplement and White Paper further evaluated the localized impacts of a warehouse ISR utilizing San Diego-county specific data inputs (e.g., traffic data from the 2021 Regional Plan and SANDAG 2022 Commercial Vehicle Survey results) to produce truck trip rates specific to San Diego County. SDAPCD's analysis ultimately concluded most air quality benefits associated with a warehouse ISR in the region would occur outside of environmental justice communities.

SDAPCD's cost-effectiveness comparisons were also made primarily against that district's recent rulemakings for direct-control source categories, such as boilers, furnaces, and stationary engines. Unlike those rules, which regulate emitting equipment directly, an ISR regulates a fixed facility that attracts mobile sources it doesn't necessarily own. Under a Rule 2305 framework, compliance often means paying to incentivize cleaner equipment adopted and operated by third parties. Further, decades of tightening on-road engine standards mean modern diesel and near-zero-emission trucks already emit relatively little NO_x and PM. As a result, a warehouse ISR compares unfavorably to those direct-control rules on a dollars-per-pound basis for anticipated emissions reductions in the San Diego air basin.

SDAPCD's evaluation also reflects the scale of its own program. San Diego County has approximately 240 warehouses of 100,000 square feet or larger, compared to over 1,000 in the Bay Area and over 3,000 in the South Coast region, a difference that affects both achievable emission reductions and the administrative capacity needed to run a program at that scale. Given these differences in warehouse inventory, industry composition, geography, and program capacity, SDAPCD's finding may provide a useful point of comparison for issues to consider, but it is not a direct indication of how a Bay Area Warehouse Rule would perform.

Industry Study on WAIRE Implementation

In reaction to the WAIRE program's adoption and implementation, the Supply Chain Federation commissioned Ramboll to investigate and report on the program's execution and



implementation (Industry Study), published in June 2025.²⁷ Ramboll released an updated version of the Study in April 2026, incorporating data from SCAQMD’s 3rd Annual Report.

The core conclusions from the industry study’s investigation of the WAIRE Program are:

- The emissions reductions for NO_x and DPM are attributed to mobile-source regulations rather than the WAIRE Program.
- WAIRE operates more as a tax, imposing a financial burden on industry.
- Compliance costs are 3.3 to 9.4 times higher than SCAQMD’s estimates.
- Following the release of the 3rd Annual Report, Ramboll’s findings did not change.

Each row in the table on the next page distinguishes the industry study’s comment from what the WAIRE Program record shows, and flags where a claim raises an open question that the Air District may consider for a Bay Area Warehouse Rule.

²⁷ Ramboll. Review of the South Coast AQMD Warehouse Indirect Source Rule (updated). April 30, 2026. https://supplychainfederation.com/wp-content/uploads/2026/04/Ramboll-Study-SCAQMD-Warehouse-ISR_20260430.pdf



Table 7. Industry Study Comments Compared to WAIRE Program Record

Industry Study Comment	Basis for Comment	What the WAIRE Program Record Shows
<i>Emission benefits claimed for ZE hostler usage are overstated</i>	Ramboll's updated analysis compares SCAQMD's Rule 2305 baseline hostler emissions (0.09 tpd NOx in 2023) to the 3rd Annual Report's reported reductions (0.22 tpd in 2022, 0.31 tpd in 2023, 0.52 tpd in 2024) — three to seven times the baseline. Ramboll attributes this to SCAQMD assuming every reported ZE hostler use represents the retirement of an equivalent diesel hostler, when Rule 2305 does not actually require retiring a diesel unit to earn points.	ZE Hostler Usage is confirmed as the largest WAIRE Points category (40–43% of points across all three reports). The premise of the critique appears accurate as a matter of rule design: Rule 2305 does not condition hostler points on retiring an existing diesel unit. Without scrappage, ZE hostler usage does not strictly correspond to emission reductions. A facility may operate both diesel and ZE hostlers side by side. SDAPCD's review (Section 4.5.2, Zero Emission Yard Hostlers) echoes this concern, noting that the size of the reported benefit relative to the baseline “calls into question the validity of the numbers (Section 4.5.2, p. 64–65).” ²⁸ The WAIRE Program is still the reason many of these zero-emission hostlers are in operation. No other state or federal regulation currently mandates their adoption. In discussion, SCAQMD staff explained that requiring proof of diesel hostler retirement was considered during rule development but rejected as administratively intensive to verify and enforce.
<i>NOx emission reductions attributed to NZE truck visits are not attributable to the WAIRE Program</i>	Rule 2305 requires NZE trucks to meet the lowest optional NOx standard at time of manufacture, which dropped to 0.01 g/hp-hr when WAIRE took effect in 2022. No engine has ever been certified to that standard, so operators cannot purchase qualifying new NZE trucks, and all NZE trucks in operation run Model Year 2021 or older engines certified to the older 0.02 g/hp-hr standard that predates WAIRE. Per Ramboll, any	NZE Truck Visits are a substantial share of reported points. NZE/Low-NOx truck trips specifically accounted for 40% of Phase 2 facility points in compliance year 2023. The underlying facts appear accurate: no engine has been certified to the tightened 0.01 g/hp-hr standard, so current NZE credit traces to engines that predate the rule. If these reductions are not attributable to WAIRE, the program's reported benefit is likely overstated, a conclusion SDAPCD treats as plausible (Section 4.5.1, Near Zero Emission Truck Visits). That said, Ramboll's critique addresses

²⁸ A Bay Area program could consider conditioning ZE equipment credit on documented retirement of the replaced diesel unit, which would close this specific gap.



Industry Study Comment	Basis for Comment	What the WAIRE Program Record Shows
	NOx reductions SCAQMD attributed to NZE truck trips cannot be attributed to the WAIRE Program.	the technology's origin, not whether the rule changes utilization. WAIRE awards points for NZE truck visits, not just NZE truck acquisition, giving facilities a direct incentive to route existing NZE trucks to their site over higher-emitting diesel trucks, regardless of when or to what standard those NZE trucks were originally certified.. Reported NZE truck visits have grown sharply since 2021, though this is confounded by more warehouses phasing into reporting each year. ²⁹
<i>Emission reductions attributed to ZE truck visits are not attributable to the WAIRE Program</i>	Ramboll argues ZE truck adoption reflects CARB's Advanced Clean Trucks and Advanced Clean Fleets regulations, HVIP incentives, and improving ZE cost-effectiveness rather than WAIRE-specific incentives, and cites EPA's 2024 SIP approval, which states EPA "did not find a sufficient basis to credit Rule 2305 with achieving a specific amount of emissions reductions," as further support.	ZE Truck Visits are a smaller, but growing, share of reported points relative to NZE trucks. Regarding the EPA citation, EPA's approval explains that the "insufficient basis to credit" finding means EPA did not assign Rule 2305 credit for a specific amount of emissions reductions, in part due to specific enforceability deficiencies in the rule text (ambiguous definitions, a sunset clause, and unbounded director discretion). Separately, SCAQMD's staff report states the rule was <u>not expected</u> to receive SIP credit for a specific, quantified amount of emission reductions, noting this reflects one of several options available for incorporating an ISR's reductions into the SIP inventory (see p. 16 of this report for more detail). Regardless of which other programs are driving ZE truck adoption, WAIRE Points function as an additional, stacked incentive layered on top of those programs: a facility earns WAIRE Points for ZE truck visits regardless of what other incentive supported the truck's acquisition, so WAIRE's credit plausibly reinforces adoption and routing decisions even where no single purchase or trip can be attributed to WAIRE alone. The rule remains federally enforceable, and EPA states

²⁹ A Bay Area program could design NZE eligibility criteria that reflect an achievable threshold so that NZE credit corresponds to real emissions benefit rather than fleet composition.



Industry Study Comment	Basis for Comment	What the WAIRE Program Record Shows
		directly it expects Rule 2305 to achieve additional emission reductions. Separately, the Advanced Clean Trucks waiver Ramboll cites as one driver of ZE truck adoption is itself subject to unresolved federal litigation over its status. ³⁰
<i>Indirect source rules can cause emissions leakage, and the mitigation fee's cost burden could be passed to consumers or force small operators to close or relocate</i>	General critique of the ISR model. Ramboll's updated report adds that increased costs could be passed to consumers, could cause smaller operators unable to absorb them to close, or could prompt relocation outside SCAQMD's jurisdiction, increasing trip lengths and regional NOx.	A pre-rule adoption, SCAQMD-commissioned third-party study ³¹ modeled relocation decisions across compliance cost scenarios from \$0 to \$2.00 per square foot and projected no incremental relocations at or below \$1.50 per square foot, nearly double Rule 2305's actual maximum cost of \$0.83 per square foot. SCAQMD has continued to see growth in the warehousing industry in its region since Rule 2305's adoption, with no indication that relocation is occurring. An independent peer review of the study noted it could not quantify some factors, such as labor availability in outlying markets, so some uncertainty remains. San Diego County APCD's white paper flags the same concern. Given differences between the Bay Area's and South Coast's warehouse industry, a Bay Area-specific relocation analysis would be needed to assess this risk locally.
<i>WAIRE functions primarily as a tax on warehouse operators</i>	Ramboll's updated report cites the 3rd Annual Report finding that mitigation fees met about 15% of the total compliance obligation among reporting operators, and separately notes about 65% of subject warehouses had not submitted an AWR. Ramboll projects that if all non-reporting warehouses default to the fee, roughly 70% of the program's total	The 65% non-reporting figure aligns with this overview's own calculation from SCAQMD's AWR completion data (Table 5). The 70% projection is Ramboll's extrapolation, not an observed SCAQMD figure, and rests on an assumption that non-reporters earn zero points. SCAQMD's own reporting shows mitigation fees account for about 5% of total WAIRE Points earned (55,116 of 1,180,685). This is not inconsistent with Ramboll's 15% figure; the two numbers use different

³⁰ California v. United States, No. 4:25-cv-04966 (N.D. Cal.)

³¹ Industrial Economics, Inc., peer reviewed by Kleinhenz Economics



Industry Study Comment	Basis for Comment	What the WAIRE Program Record Shows
	compliance obligation would ultimately be met through mitigation fees.	denominators. SCAQMD's 5% measures fee points against total points earned, while Ramboll's 15% measures fee points against the total compliance obligation, or WPCO (55,116 of 378,517). The gap between these totals reflects that reporting operators earned roughly three times more points than required, consistent with this section's earlier finding that operators who report tend to exceed their required WPCO.
<i>SCAQMD underestimated compliance costs</i>	Ramboll's updated cost modeling finds costs for third-party ZE truck compliance pathways run 3.3 to 9.4 times SCAQMD's \$0.14/sq ft/yr low-end estimate, driven partly by SCAQMD projecting ZE truck prices would fall (to \$170,748 by 2031) when CARB's 2024 data show prices have instead risen (to \$436,839 in 2024).	The gap is concentrated in the third-party ZE truck pathway. SCAQMD's low-end estimate assumed increased third-party ZE truck availability, an assumption undercut by CARB's withdrawal of its Clean Air Act waiver request for Advanced Clean Fleets' high-priority and drayage fleet requirements, which has left those provisions unenforceable since January 2025. For mitigation-fee-only compliance, Ramboll's updated estimate (\$0.79–\$0.83/sq ft/yr) matches SCAQMD's top-end estimate of \$0.83/sq ft/yr. Furthermore, incentives like California's Clean Truck and Bus Voucher Incentive Project (HVIP) ³² and the Bay Area Air District's Zero-Emission Truck Voucher Incentive Program ³³ can significantly offset capital costs. Truck purchase data from 2025 shows that the median incentive received offsets the medium purchase cost by 53%. ³⁴
<i>The administrative burden on the implementing</i>	Ramboll's updated report states SCAQMD has allocated 6.3 FTE to WAIRE Program implementation. SCAQMD initially allocated	A more recent SCAQMD status report shows enforcement activity has continued: as of July 31, 2026, over 970 NOVs had been issued (up from 724), with 325 resolved (up from 200) and

³² California HVIP. Accessed September 17, 2026. <https://californiahvip.org/funding/>

³³ Bay Area Air District. Accessed September 21, 2026. <https://www.baaqmd.gov/en/Funding-and-Incentives/Businesses-and-Fleets/Small-Fleet-ZE-Truck-Program>

³⁴ International Council on Clean Transportation. Battery electric commercial vehicle pricing in the United States. September 8, 2025. <https://theicct.org/publication/battery-electric-commercial-vehicle-pricing-in-the-us-sept25/>



Industry Study Comment	Basis for Comment	What the WAIRE Program Record Shows
<i>agency is greater than recognized</i>	roughly \$500,000 to a contractor (AgreeYa Solutions) for the WAIRE POP reporting portal in 2021. A March 2024 SCAQMD board package updated that total to approximately \$900,000. Ramboll also reports staff response times of up to several months with some report-amendment requests unresolved over a year, 724 Notices of Violation issued as of January 16, 2026 with only 200 resolved, and notes the WAIRE Mitigation Program was not yet operational as of the report date.	approximately 460 facilities having filed the required reports in response. Roughly 520 facilities had not yet responded. This is a lesson the Bay Area Warehouse Rule concept paper has already built in through discussion of a phased approach designed with administrative feasibility as an explicit consideration. A Bay Area Warehouse Rule is not committed to replicating WAIRE's structure or reporting. WAIRE's administrative cost experience should inform program and portal design directly rather than stand as an argument against pursuing a Warehouse Rule.

Source: Ramboll, WAIRE Program Comments (June 24, 2025) and updated WAIRE Program review prepared for the Supply Chain Federation (April 30, 2026); SCAQMD Final Staff Report for Rule 2305 and Rule 316 (May 2021), Table 13, p. 52 (baseline hostler “yard truck” emissions) and Socioeconomic Impact Assessment, Table 20, p. 72 (SCAQMD's own cost estimates); SCAQMD WAIRE Program Annual Reports: 2nd (October 2024), p. 20 (Early Action AWR totals); 3rd (January 2026), p. 30, Figure 17 (hostler and NZE reductions by year) and p. 32 (enforcement totals); p. 22 (total WPCO and points earned) and p. 24 (mitigation fee share of points earned); EPA, Air Plan Approval, California, South Coast Air Quality Management District, 89 Fed. Reg. 73,533 (Sept. 11, 2024); San Diego County APCD, Strategies to Reduce Indirect Source Emissions at Warehouses and Distribution Centers, White Paper (January 2026), Section 4.5, p. 64; SCAQMD, Rule 2305 Implementation Status Report (June 1–July 31, 2026), Mobile Source Committee Agenda, August 21, 2026, Item 2, pp. 1–2. The 40%-of-Phase-2-points and 65%-non-reporting figures are calculations by San Diego County APCD and Ramboll, respectively, not statements published verbatim in a SCAQMD Annual Report.

Assessment

Taken together, the Industry Study and the WAIRE Program's own record present a mixed picture: some claims are supported by the record, others remain open questions, and a few rest on specific figures that align closely between the two sources even where the broader claim does not. Mitigation fees remain a small share of reported points, but only about a third of subject operators had filed an AWR as of the most recent SCAQMD Annual Report, so that figure describes a minority of the regulated population rather than the full picture. ZE hostler usage and NZE/ZE truck visits together account for most points earned, so the program's benefit case rests heavily on a small number of menu items.



On attribution, the underlying premises of the industry study's analysis, for both NZE and ZE hostler credit, appear accurate. No engine has been certified to the tightened NZE standard, and Rule 2305 does not require retiring a diesel hostler to earn ZE hostler points. If these categories are not fully attributable to WAIRE, the program's reported benefit is likely overstated to some degree, consistent with San Diego County APCD's own review. Regarding the EPA SIP citation, the "insufficient basis to credit" finding reflects that EPA did not assign Rule 2305 credit for a specific amount of reductions, consistent with SCAQMD's own decision not to pursue that kind of credit given the rule's menu-based structure (see WAIRE Rule Overview and Table 7). EPA's statement does not reflect doubt that the rule reduces emissions, and the rule remains federally enforceable. On cost, Ramboll's own mitigation-fee-only estimate is close to SCAQMD's own top-end figure. The larger cost gap is concentrated in a third-party ZE truck pathway that has become less viable given recent regulatory changes. On administrative burden, Ramboll's figures are drawn from SCAQMD's own public records and are consistent with this section's findings on reporting lag, a genuine, well-documented cost of implementation.

None of these findings, however, translate directly to the Bay Area. SCAQMD's nonattainment status, warehouse geography, industry composition, and community context differ from the Bay Area's in ways that affect both the emissions case for a potential Warehouse Rule and the administrative burden of running one. WAIRE's implementation record, and the questions raised by the industry study's critique of it, are useful inputs for program design, not a blueprint for or a preview of how a Bay Area program would perform.



Appendix A

Stationary Source Committee Presentation Slides



AGENDA: 6

Indirect Source Regulations Overview

**Stationary Source Committee Meeting
March 13, 2024**

**Dr. Philip M. Fine
Executive Officer/APCO
pfine@baaqmd.gov**

Presentation Outcome



- Informational item
- Provide background on indirect sources and current regulatory landscape and discuss next steps

Outline



- Introduction and Background
- Air Quality Issues
- Current Regulatory/Legal Landscape
- Next Steps Discussion

Introduction and Background



Clean Air Act - 42 U.S.C. § 7410(a)(5)

Any State may include in a State implementation plan, but the Administrator may not require as a condition of approval of such plan under this section, any indirect source review program.

For purposes of this paragraph, the term “indirect source” means a facility, building, structure, installation, real property, road, or highway which attracts, or may attract, mobile sources of pollution.

Introduction and Background (cont.)



California Code, Health and Safety Code - HSC § 40716

- (a) In carrying out its responsibilities pursuant to this division with respect to the attainment of state ambient air quality standards, a district may adopt and implement regulations to accomplish both of the following:
- (1) Reduce or mitigate emissions from indirect and areawide sources of air pollution.
 - (2) Encourage or require the use of measures which reduce the number or length of vehicle trips.
- (b) Nothing in this section constitutes an infringement on the existing authority of counties and cities to plan or control land use, and nothing in this section provides or transfers new authority over such land use to a district.

Goods Movement in California



LAO, "Overview of California's Ports," August 23, 2022.

Indirect Emissions Infrastructure

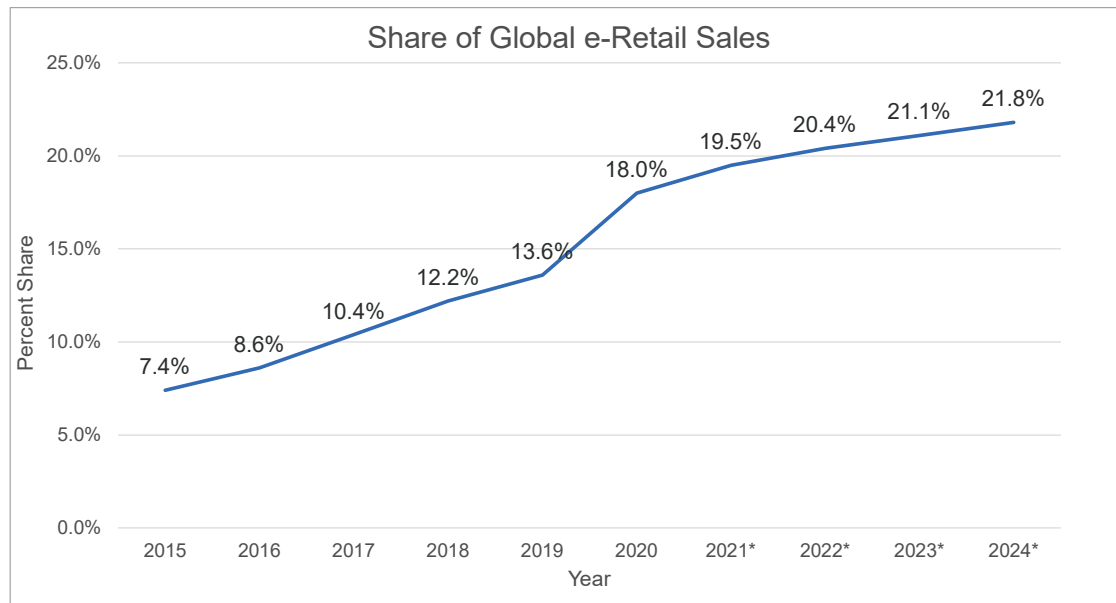


- California ports account for approximately one-third of all US containerized imports
- Growth of indirect source facilities associated with growth in goods movement and port activities

PORT	OPERATING ENTITY	TOTAL TONS OF CARGO, 2020
Port of Richmond	City of Richmond	21,050,741
Port of Oakland	City of Oakland	19,439,762
Port of Benicia	Amports	Unknown

LAO, "Overview of California's Ports," August 23, 2022.

Growth of e-Commerce



Source: International Trade Association. "Impact of Covid Pandemic on e-Commerce," 2023.

COVID Impacts on e-Commerce



- The pandemic significantly expedited the growth of e-commerce
- e-Commerce experienced approximately a 32 percent increase in year-over-year increase in share of retail (2020 vs 2021)
- Accelerated e-commerce growth and technological advances in retail and on-line communications
- These changes in retail infrastructure appear persistent and permanent

Source: International Trade Association. "Impact of Covid Pandemic on e-Commerce," 2023.

Recent Indirect Source Projects in the Bay Area



- With growth in e-commerce, there is associated growth in distribution centers and warehouses
- Recent CEQA notices/documents issued for projects in the Bay Area:

Project	Date
3600 Alameda Avenue Project NOP	May 2022
455 Piercy Road Industrial Warehouse Project MND	July 2022
3636 Enterprise Avenue Industrial Project MND	August 2022
5853 Rue Ferrari Project MND	August 2022
San Francisco Gateway Project NOP	August 2022
San Francisco Gateway Project DEIR	December 2023
880 Doolittle Industrial Project NOP	December 2023

Air Quality Impacts from Indirect Sources



- Emissions from vehicle and equipment activity
 - On-site activity, operation, and idling at facilities
 - Increased vehicle activity, idling, and congestion in nearby communities
 - Particulate matter (PM), diesel PM (DPM), nitrogen oxides (NOx)
- Locations in and around overburdened communities
 - Historical land use compatibility issues
 - Environmental justice and equity challenges

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March 13, 2024

Bay Area Air Quality Management District

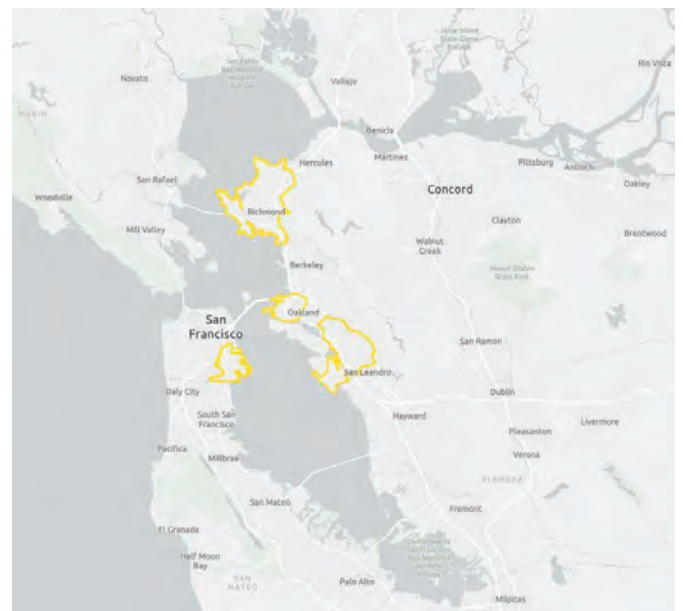
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Indirect Source Impacts on AB 617 Communities



Indirect Sources Impacting AB 617 Communities:

- Port of Richmond – *Richmond - North Richmond - San Pablo*
- Port of Oakland – *West Oakland*
- Proposed Amazon DC (SF Gateway) in Bayview (2.1 Million sq ft) – *Bayview Hunter's Point*
- Proposed 3600 Alameda Ave – *East Oakland*
- Proposed 880 Doolittle – *East Oakland*



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Current Regulatory Landscape



- California Environmental Quality Act (CEQA) Guidelines
- CEQA Best Practices Document
- CARB Regulations
- Other air districts
 - SCAQMD
 - SJVAPCD
- Local Ordinances

California Environmental Quality Act (CEQA)



- Air District published updated CEQA guidelines in 2022
- Includes new chapter with best practices for centering Environmental Justice, Health, and Equity
- Identifies ways to assess and improve EJ practices in CEQA review for all projects
- By using this guidance, lead agencies should be able to:
 - Inform, consult, or engage overburdened and/or AB 617 communities in CEQA analysis and decision making
 - Identify projects located in overburdened and/or AB 617 communities
 - Analyze project-level impacts on overburdened and/or AB 617 communities
 - Determine whether the project is centering nondiscrimination and environmental justice through its mitigation plan, cumulative impact analysis, and alternatives analysis

CEQA Best Practices



- California Attorney General's Bureau of Environmental Justice released CEQA best practices and mitigation measures for warehouse projects (2022)
- Assist lead agencies in pursuing CEQA compliance and promoting environmentally-just development
- Community engagement, siting and design considerations, impact analysis best practices and mitigation
- Key Air Quality and Greenhouse Gas Analysis and Mitigation Components:
 - Analysis Best Practices – Cumulative impacts, quantitative air quality studies, health risk assessments
 - Construction Mitigation – Tier 4 engines, electrical power on site, idling restrictions
 - Operational Mitigation – Zero emissions equipment and vehicles, idling restrictions, solar requirements, EV charging stations, energy efficiency requirements

CARB Regulations



Medium and Heavy Duty Vehicles

- Advanced Clean Trucks:
 - Requirement to sell zero-emission trucks as an increasing percentage of California sales from 2024 to 2035
 - 2035: Zero-emission truck/chassis sales would need to be 55% of Class 2b – 3 truck sales, 75% of Class 4 – 8 straight truck sales, and 40% of truck tractor sales
- Advanced Clean Fleets:
 - Accelerating the deployment of zero-emission medium and heavy-duty trucks in order to achieve a zero-emission California truck and bus fleet by 2045
- Zero Emission Transport Refrigeration Unit (TRU):
 - Transition truck TRUs to zero-emission
 - Impose a stricter diesel PM emission standard for newly manufactured TRUs in the remaining categories
 - Require the use of lower global warming potential refrigerant and include facility reporting requirements

CARB Regulations (cont.)



Cargo Handling

- Mobile Cargo Handling Equipment (CHE) Regulation adopted in 2005
 - Reductions in toxic and criteria emissions, fully implemented by the end of 2017
 - CARB is currently assessing the availability and performance of zero-emission technology to further reduce emissions
- Governor's Executive Order N-79-20 signed in September 2020
 - Zero Emissions Forklift requirements
 - CARB proposed draft regulatory concepts in August 2021, currently in progress

Rail Activities

- In-Use Locomotive Regulation adopted in 2023
 - Operators required to pay into a spending account based on operator emissions
 - Companies will be able to use the funds to upgrade to cleaner locomotive technologies
 - Locomotives also will have a 30-minute idling limit
 - Switch, industrial and passenger locomotives built in 2030 or later required to operate in zero-emissions configurations while in California, and in 2035 for freight line haul

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CARB Regulations (cont.)



Port Activities

- At-Berth Regulation (2007)
 - Affects ships at six California ports, including Oakland and San Francisco
 - Vessel visit limit requirements
 - 80% emissions reduction requirement
- Updated "At-Berth Regulation" (2020)
 - Achieve further emission reductions by including smaller fleets, additional vessel types (such as roll-on/roll-off vehicle carriers and tankers), and additional operations
- Advanced Clean Fleets Regulation (2023)
 - Includes Drayage Truck Requirements for seaports and railyards
 - Progress toward the directive of Executive Order (EO) N-79-20, which set a goal for 100 percent zero-emission drayage trucks in the State by 2035

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South Coast AQMD



- **Specific Authority:** California Health and Safety Code section 40440 – SCAQMD may “provide for indirect source controls in those areas of the south coast district in which there are high-level, localized concentrations of pollutants or with respect to any new source that will have a significant effect on air quality.”
- **Rule 2305:** Warehouse Indirect Source Rule – Warehouse Actions and Investments to Reduce Emissions (WAIRE) Program
 - Applies to new and existing warehouses greater than or equal to 100,000 square feet in indoor floor space in a single building
 - Menu-based point system
 - Options include fleet electrification, charging infrastructure, mitigation fees, etc.
 - Rule phased in by warehouse size, increasing stringency
 - *California Trucking Association v. SCAQMD* ruling issued in December 2023
- **Proposed Rule 2304:** Indirect Source Rule for Commercial Marine Ports
 - Emissions controls for container terminals
 - NOx limits on ocean-going vessels and cargo handling equipment

San Joaquin Valley APCD



- **Specific Authority:** California Health and Safety Code section 40604: The San Joaquin Valley Unified Air Pollution Control District “shall adopt a schedule of fees to be assessed on areawide or indirect sources of emissions that are regulated. By the district to recover the costs of district programs related to these sources.”
- **Rule 9510:** Indirect Source Review (ISR)
 - New sources only
 - Size thresholds based on project type (heavy industrial, office, residential, etc.)
 - Emission reduction requirements for NOx and PM₁₀
 - On-site project design elements or off-site fees

Local Ordinances



- County and City ordinances/guidelines:
 - North Richmond Heavy Distribution Use Prohibition (2023)
 - Zoning IS emissions sources away from sensitive land uses
 - Western Riverside Council of Governments (WRCOG) - Good Neighbor Guidelines For Siting New and/or Modified Warehouse/Distribution Facilities (2020)
 - Establishes best practices for IS sources
 - Idling restrictions
 - Education on health effects of DPM
 - City of Fontana Ordinance 1840 (2021)
 - Buffering zones and routing IS sources away from residential

Implementation Challenges – Case Law



National Association of Home Builders v. San Joaquin Unified Air Pollution Control District, 627 F.3d 730 (9th Cir. 2010)

"Emissions from any indirect source come from the direct sources located there. If an indirect source review program were not allowed in some circumstances to impute direct sources of emissions to an indirect source as a whole, there could be no regulation of the emissions from indirect sources and no indirect source review program could exist."

California Building Industry Association v. San Joaquin Valley Air Pollution Control District, 178 Cal.App.4th 120 (2009)

"[T]he District is not attempting to do 'indirectly' that which it is prohibited from doing directly. The District is specifically authorized to both regulate and assess fees on developments that attract mobile sources of pollution, i.e., emissions generated by motor vehicles."

76 Ops. Cal. Atty. Gen. 11 (Mar. 11, 1993)

"Although the ability to issue permits might well be helpful in ensuring timely or effective compliance with regulations pertaining to indirect sources, that alone is insufficient. Because of the controversial nature of indirect source review and the statutory reference to permits solely in connection with stationary sources, imposition of a permitting system upon indirect sources lacks the definitive indication of legislative intent required by the courts."

Patrick Del Duca & Daniel Mansueto, *Indirect Source Controls: An Intersection of Air Quality Management and Land Use Regulation*, 24 Loy. L.A. L. Rev. 1131 (June 1991)

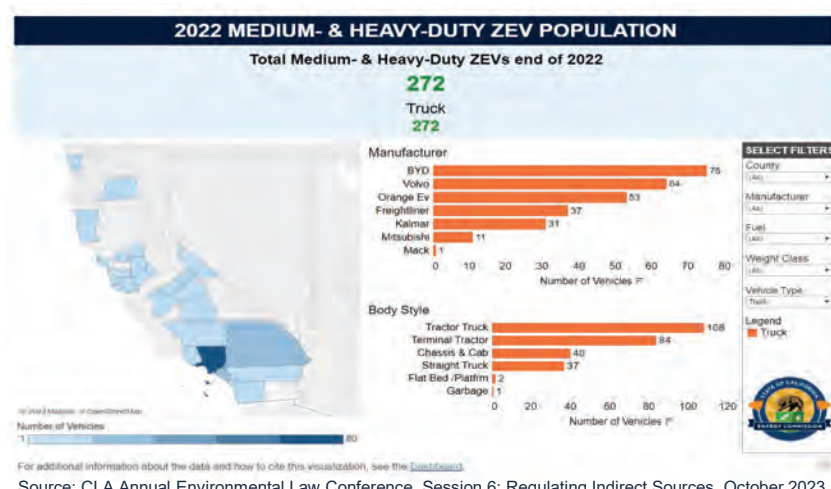
"[I]ndirect source controls directly impact land use by attempting to reduce emissions by shifting the transportation demand function."

Source: CLA Annual Environmental Law Conference, Session 6: Regulating Indirect Sources, October 2023.

Implementation Challenges – ZEV Availability and Adoption



- Slow adoption: At end of 2022, only 272 ZEV trucks operated in California out of an estimated 504,000 Class 4-8 trucks
- 0.05% of trucks statewide are ZEVs



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Implementation Challenges – Electrification Infrastructure



- ZEVs require charging infrastructure
- Sufficient electricity transmission infrastructure/supply currently does not exist at all sources
- Some charging facilities and infrastructure cannot be developed without utility upgrades
- Timeline and approvals for utility upgrades

Source: CLA Annual Environmental Law Conference, Session 6: Regulating Indirect Sources, October 2023.

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Next Step Discussion



- Continue to follow and track landscape and implementation of State and local programs
- Collaborate with local governments and other agencies on supporting development of policies, ordinances, and regulations
- Strategic efforts to look for opportunities and gaps in the landscape to leverage expertise and authority, including ISR



BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT

AGENDA: 5

Update on Indirect Sources

Stationary Source Committee Meeting
September 11, 2024

Laura Cackette
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Mark Tang
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Presentation Outcome

- Informational item
- Provide update on indirect sources, rule development opportunities, and other policy tools – and discuss next steps



Outline

- Recap of March Presentation, Background, Objective
- Regulatory Landscape
- Emissions Overview
- Rule Development as a Tool
- Local Action to Address Indirect Sources
- Next Steps Discussion



Recap of March Presentation

• Presentation Contents

- Overview of indirect emissions sources, growth, and current regulatory landscape
- Impacts on air quality, especially Assembly Bill (AB) 617 and overburdened communities
- Challenges related to existing and future indirect source efforts, including both legal and technical implementation challenges

• Committee Discussion

- Concern about warehouses as indirect sources
- Consult with South Coast Air Quality Management District (SCAQMD) on their Indirect Source Regulations (ISR) efforts
- Follow up with committee on potential approaches for addressing impacts from indirect sources



Recap of Background

- Clean Air Act: "Indirect source" means a facility, building, structure, installation, real property, road, or highway which attracts, or may attract, mobile sources of pollution

- Trucks, Cargo Handling Equipment, Ships, Trains, Cars, etc.

• Existing Regulations

- Existing statewide "direct" regulations for mobile sources
- Additional federal/international "direct" regulations for some mobile sources
- Regional and local rules, ordinances, and policies from air districts and local governments addressing indirect sources



Recap of Objective

- Conduct a Preliminary Analysis for a Bay Area Indirect Source Rule
 - Including assessment for warehouses
- Assessment covers
 - Regulatory Landscape
 - Emissions
 - Resource Needs
 - Other Tools



Regulatory Landscape – Air Districts

- Indirect Source Regulations from Other Air Districts
 - SCAQMD, San Joaquin Valley Air Pollution Control District (APCD), San Diego APCD (in development)
- SCAQMD
 - Rule 2305: Warehouse Indirect Source Rule – Warehouse Actions and Investments to Reduce Emissions (WAIRE) Program
 - Adopted and currently being implemented
 - Rule 2306: Freight Rail Yards
 - Adopted August 2, 2024
 - Proposed Rule 2304: Commercial Marine Ports – Container Terminals
 - Under development



Regulatory Landscape – Statewide [California Air Resources Board (CARB)]

- For warehouses, the predominant source of emissions is trucks
- CARB Regulations for Medium- and Heavy-Duty Trucks
 - Truck and Bus Rule – Port and Non-Port Trucks
 - Final deadline in the regulation was January 1, 2023: required upgrade of existing trucks to 2010 or newer model year engines
 - Advanced Clean Trucks
 - Requirement to sell zero-emission trucks as an increasing percentage of California sales from 2024 to 2035
 - Advanced Clean Fleets
 - Accelerating the deployment of zero-emission medium and heavy-duty trucks in order to achieve a zero-emission California truck and bus fleet by 2045
- State regulations are **expected to provide significant emissions reductions over the next 5-15 years, and beyond**



Regulatory Landscape – New Legislation

Assembly Bill (AB) 98 (Carillo) would require:

- Statewide warehouse design and building standards
- Truck routing plans
- Updates to City and County General Plan Circulation Elements
- SCAQMD:
 - Establish a process for receiving community input for WAIRE penalties
 - Deploy mobile air monitoring at warehouse developments, conduct air modeling analysis, and evaluate impact to sensitive receptors

Approved by State Legislature
For Governor's Approval and Signature



Emissions Data

Emissions context:

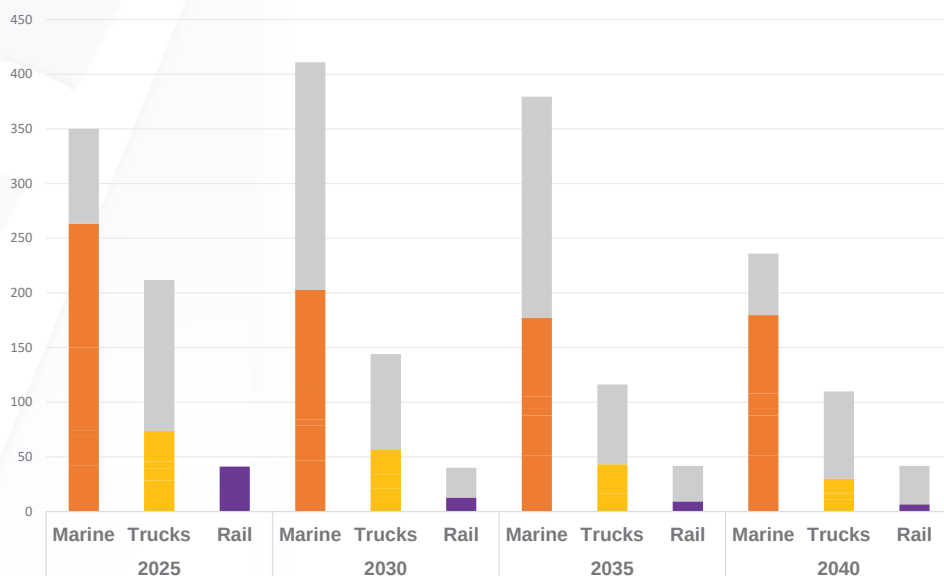
- Various types of equipment associated with indirect sources
- Trucks, Marine, Rail

Implementation &

Remaining Emissions:

- Gray = reductions from implementation of state regulations
- Colors = remaining emissions or the emissions left after implementation

Marine, Medium/Heavy Duty Trucks, and Rail
PM10 Emissions Over Time (Tons per Year)



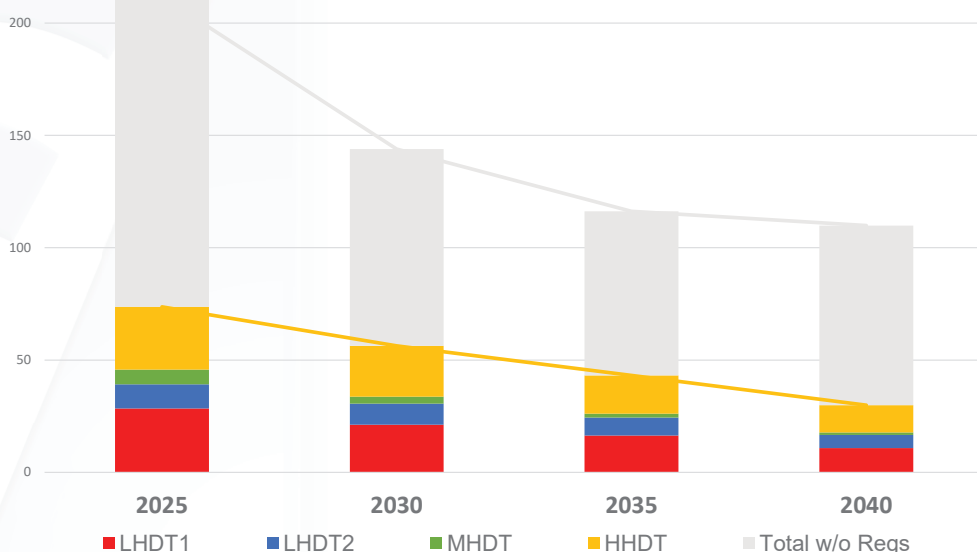
Gray= without emissions reductions from regulations; Color = emissions with regulations in place)



Emissions Data - Trucks

With and Without CARB Regulations

Medium + Heavy Duty Trucks
PM10/DPM Emissions (TPY)



*LHDT = Light Heavy-Duty Truck; MHDT = Medium Heavy-Duty Truck; HHDT = Heavy Heavy-Duty Truck



Resources Needed for Rule Development and Implementation

For a rule similar to South Coast AQMD Rule 2305: WAIRE Rule:

- Rule development process
 - 3 Full Time Equivalent (FTE) staff (~one-third of rulemaking team), plus significant Legal support
 - Approximately 3 years
- Rule and program implementation
 - Dependent on rule and program details
 - Ongoing plan/reporting review and enforcement
 - South Coast AQMD estimated 5 FTE for ~3,000 facilities
 - Technology Infrastructure needs



Local Action to Address Indirect Sources

Benefit of local action:

- Local governments have direct land use authority
- Local governments can address community concerns beyond air quality
- Local action can be customized to address specific concerns

Local approaches the Air District can support:

- Proactive long-range planning and ordinance development
- Local land use decisions



Proactive Long-Range Planning



General Plan policies to guide local planning and infrastructure decisions ([Draft Contra Costa County 2045 General Plan](#))



Good Neighbor Guideline recommendations for air quality, noise and neighborhood character ([Western Riverside Council of Governments](#))



Local Ordinance requirements related to construction and operations ([City of Fontana Industrial Commerce Center Sustainability Standards](#))



Example: Draft Contra Costa County 2045 General Plan

Health and Safety Policy (HS-P)1.8

Require new or expanded commercial and industrial projects exceeding 25,000 square feet of gross floor area to be near zero-emissions (NZE) operations, including the facilities themselves and the associated fleets. Require all necessary measures, such as the following, to achieve NZE:

- (a) Reduce on-site energy consumption and increase on-site energy generation and energy storage.
- (b) Provide adequate on-site ZE vehicle-capable parking for all anticipated truck traffic to prevent idling and off-site queuing.
- (c) Provide electrified loading docks with receptacles allowing plug-in of refrigerated trailers.
- (d) Use heavy-duty trucks that are model year 2014 or later and expedite a transition to ZE trucks by establishing a clear timeline for electrification of trucks as they become commercially available. Ensure contracts with motor carriers include air quality incentives or requirements, such as providing incentives to fleets that meet United States Environmental Protection Agency (US EPA) SmartWay standards or requiring use of ZE or NZE trucks.
- (e) Use a "clean fleet" of delivery vehicles as they become commercially available, but no later than 2025.
- (f) Use ZE yard equipment, such as forklifts, pallet trucks and jacks, and stackers.
- (g) Implement practices to control and remove fugitive dust and other contaminants from paved areas.
- (h) Uses with fewer than five vehicles domiciled on-site are exempt from this policy.



Local Land Use Decisions

Local land use decisions can consider:

- > **Spatial Distribution**
- > **Design**
- > **Operations**

MECHANISMS	Zoning
	Overlay Zones or Special Districts
	Conditional Use Permits
	Conditions of Approval
	Site Development Standards



Local Land Use Decisions (cont.)

In complying with California Environmental Quality Act (CEQA), lead agencies can follow best practices for evaluating air quality and greenhouse gas impacts and adopt feasible, enforceable and effective mitigation measures.



The Air District's [2022 CEQA Guidelines](#) includes guidance on analysis and mitigation of air quality and climate impacts, and includes a chapter with best practices for centering Environmental Justice, health, and equity in the siting, design, and development of land use projects



The California Attorney General's Bureau of Environmental Justice's [Warehouse Projects: Best Practices and Mitigation Measures to Comply with the California Environmental Quality Act](#) includes guidance on the analysis and mitigation of air quality, greenhouse gas, noise, traffic and other significant environmental impacts



Example Best Practices for Indirect Sources

- ✓ Require a buffer zone between indirect sources and sensitive receptors (e.g., 1,000 ft)
- ✓ Locate loading docks, truck entries, and truck drive aisles away from sensitive receptors
- ✓ Provide screening and buffering using trees, ground landscaping and solid decorative walls between indirect sources and sensitive receptors
- ✓ Design, clearly mark and enforce truck routes to keep trucks out of residential neighborhoods
- ✓ Provide adequate on-site electric vehicle (EV) capable parking for anticipated truck and passenger vehicles



*Electric vehicle charging stations.
Bay Area Air Quality Management District.*



Example Best Practices for Indirect Sources (cont.)



*Truck equipped with zero-emission transportation refrigeration unit.
Courtesy Mark Tang.*

- ✓ Electrify loading docks and required plug-in of refrigerated and other trailers
- ✓ Require “clean fleets” of delivery vehicles
- ✓ Use only zero-emission yard equipment, such as forklifts, pallet trucks and jacks, and stackers
- ✓ Ensure contracts with motor carriers include air quality incentives or requirements for using zero-emission (ZE) or near zero-emission (NZE) trucks



Next Steps Discussion

CONSIDERATIONS

What indirect source sectors and types should be prioritized with respect to emissions benefit opportunities?

What policy tool(s), including rulemaking and additional support to local jurisdictions, provide the best opportunity to address indirect source impacts, particularly in overburdened communities?

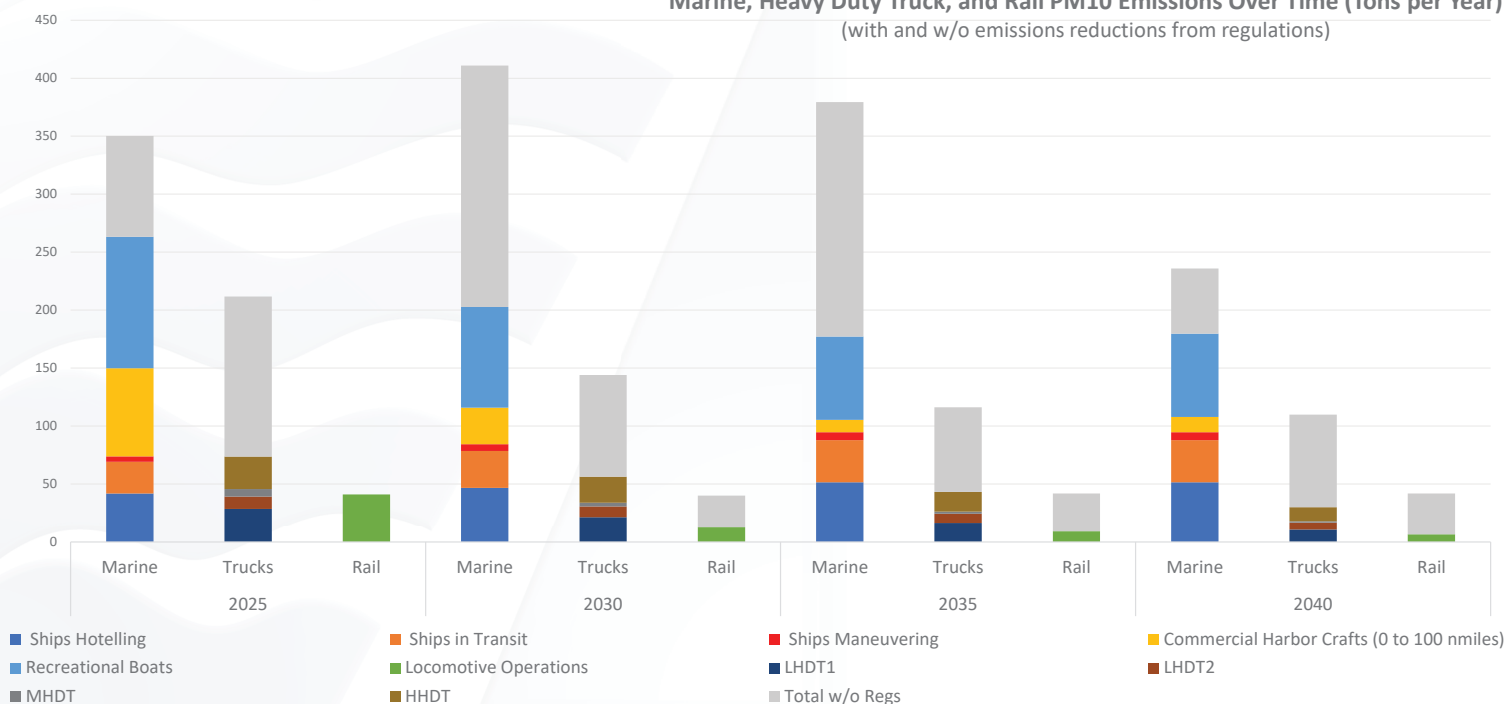
What are the resource implications of our approach relative to other priorities?

Other thoughts?



Extra Slide: Detailed Emissions

Marine, Heavy Duty Truck, and Rail PM10 Emissions Over Time (Tons per Year)
(with and w/o emissions reductions from regulations)





BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT

Agenda 5

Indirect Sources - Update

Stationary Source Committee Meeting
November 13, 2024

Virginia Lau
Assessment, Inventory & Modeling, Manager
vlau@baaqmd.gov



Bay Area Air Quality Management District

1

Outline

- Recap of September Stationary Source Meeting
- Responses to questions concerning marine sources
 - o Brief overview of California Air Resource Board (CARB) regulations on marine sources
 - o Marine source emissions impact on Assembly Bill (AB) 617 communities



Stationary Source Committee

Bay Area Air Quality Management District

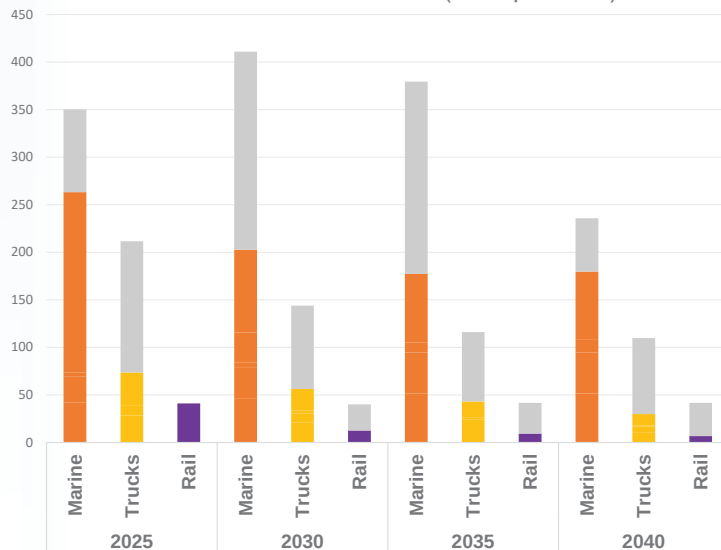
11/13/2024

2

Recap of September Stationary Source Meeting

- How many truck-related businesses/warehouses are in the Bay Area?
- What is the projected growth of these businesses?
- What are the marine source impacts to AB 617 communities?
- Are the health impacts different when ships are berthing versus maneuvering?

Bay Area Marine, Medium/Heavy Duty Trucks, and Rail
PM10 Emissions Over Time (Tons per Year)



Gray= without emissions reductions from regulations; Color = emissions with regulations in place)

California Air Resources Board Regulations on Marine Sources

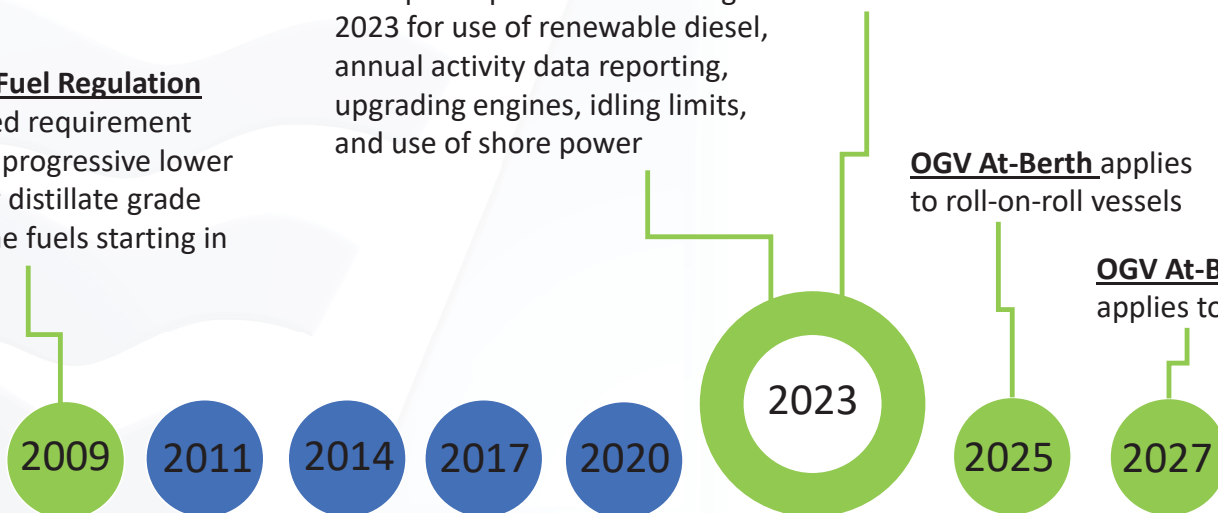
OGV Fuel Regulation
Phased requirement using progressive lower sulfur distillate grade marine fuels starting in 2009

Commercial Harbor Craft Regulation
Multiple requirements starting in 2023 for use of renewable diesel, annual activity data reporting, upgrading engines, idling limits, and use of shore power

Ocean-going Vessel (OGV) At-Berth Regulation
Requires containers, reefers, cruise vessels (for visits to all regulated terminals) to use shore power by 2023

OGV At-Berth applies to roll-on-roll vessels

OGV At-Berth applies to tankers



Key Takeaways

Regional Level

- Marine sources are significant contributors to the regional emissions inventory; nitrogen oxide (Nox) emissions from ships are twice as much of those from all stationary sources in the Bay Area
- Marine sources are major contributor to secondary particulate matter (PM), which has important health impacts

Local Level

- Exposure analysis for communities indicate that marine sources have lower impacts per ton of emissions than trucks or locomotives (mainly due to proximity differences)

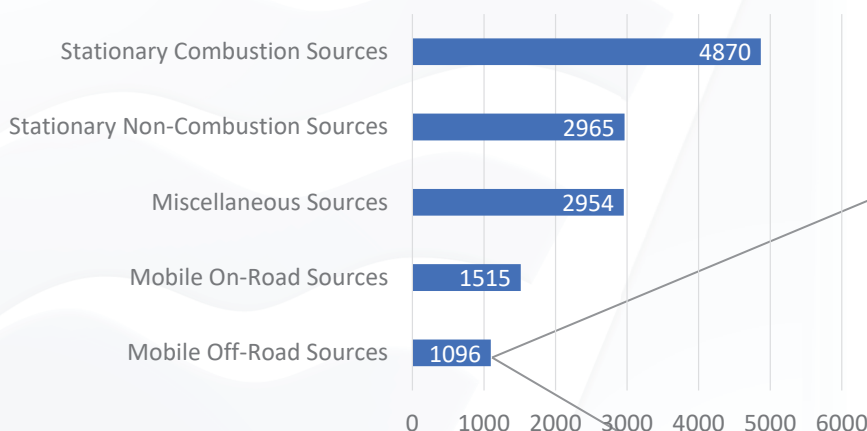
Emissions/Impact Reduction

- CARB At-Berth regulations and new Environmental Protection Agency (EPA) grant will further reduce ship emissions when fully implemented

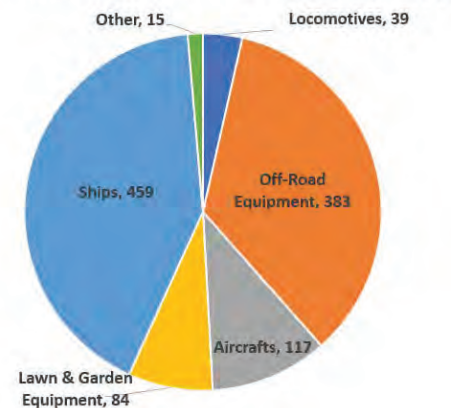


Regional Emissions Inventory for the Bay Area (PM_{2.5})

2023 Regional Inventory by Sector for PM_{2.5} (tons/yr)

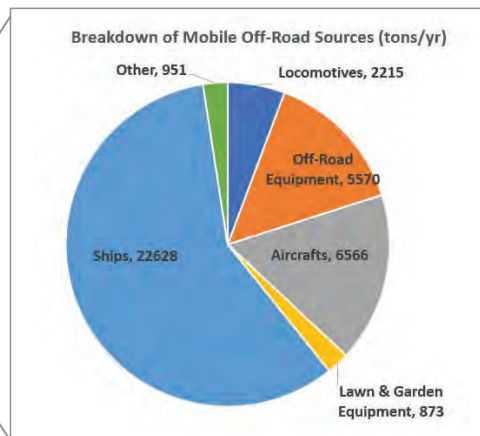
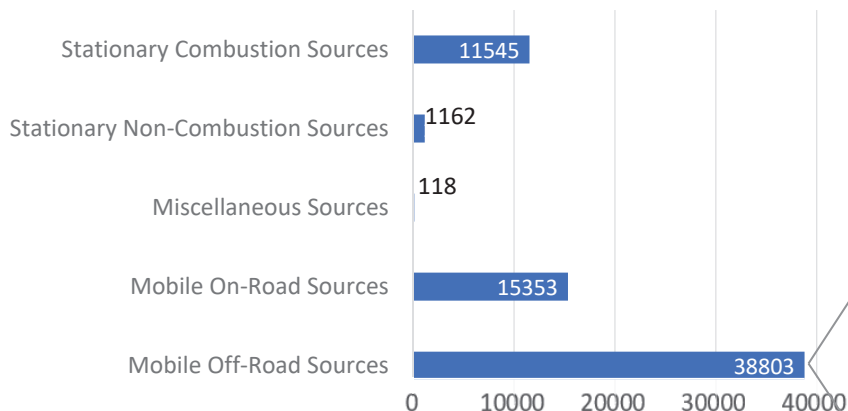


Breakdown of Mobile Off-Road Sources (tons/yr)



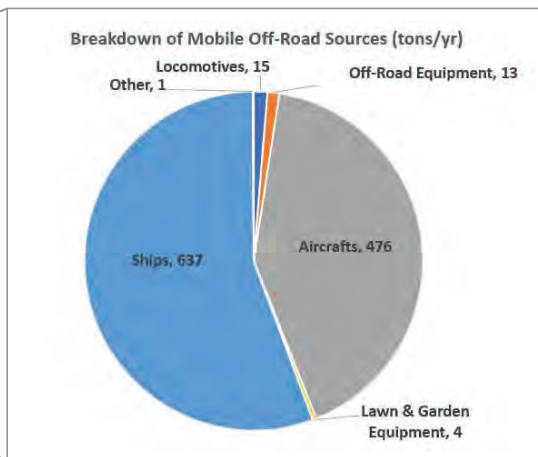
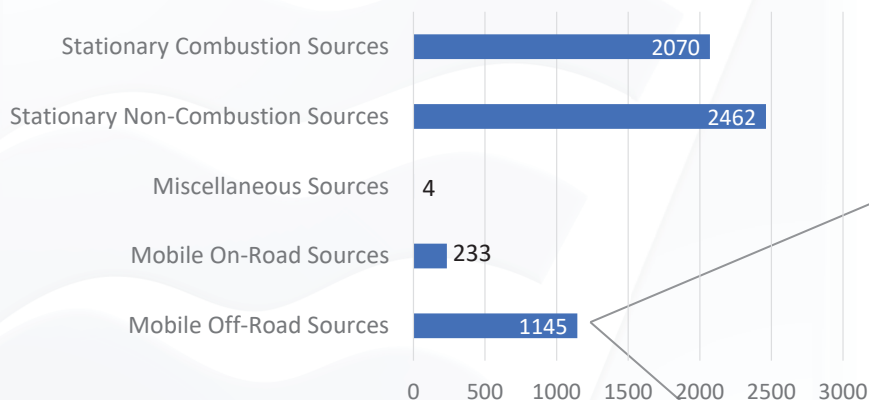
Regional Emissions Inventory for the Bay Area (NOx)

2023 Regional Inventory by Sector for NOx (tons/yr)



Regional Emissions Inventory for the Bay Area [(Sulfur Dioxide (SO₂))]

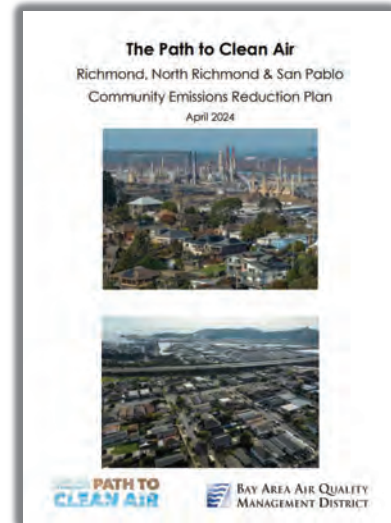
2023 Regional Inventory by Sector for SO₂ (tons/yr)



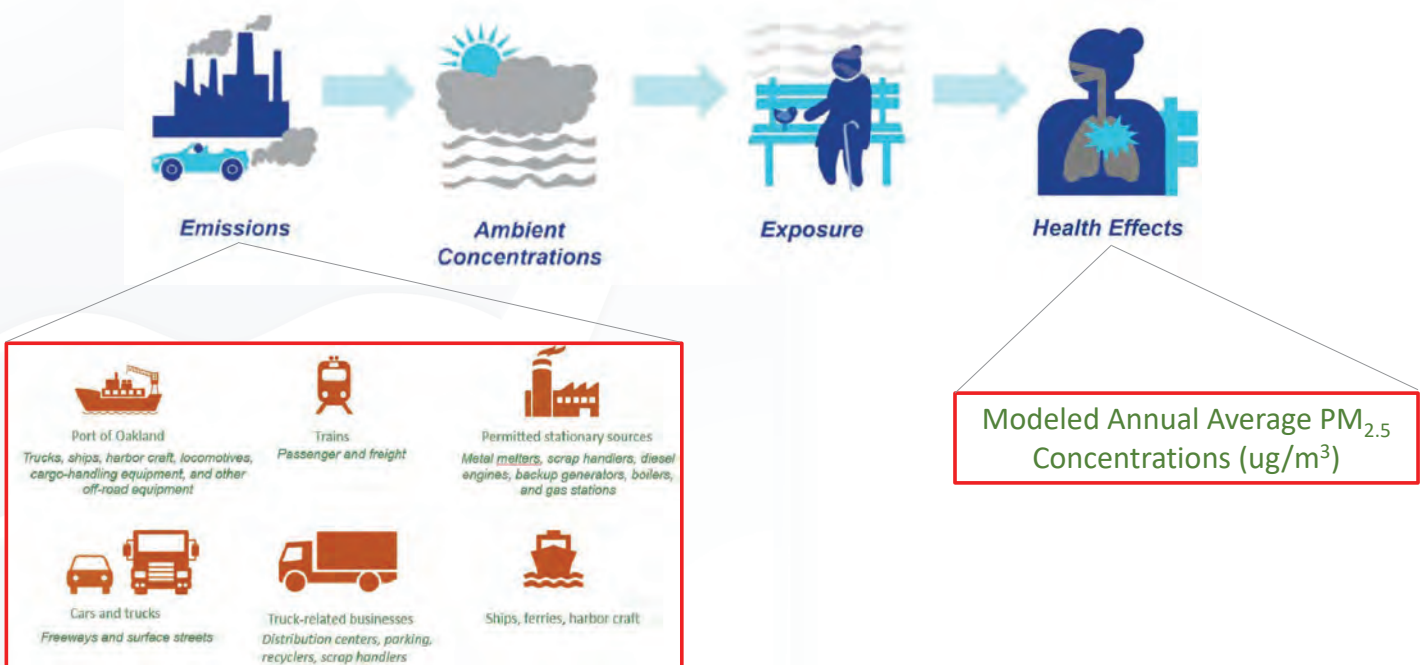
Assembly Bill (AB) 617 Community Assessments

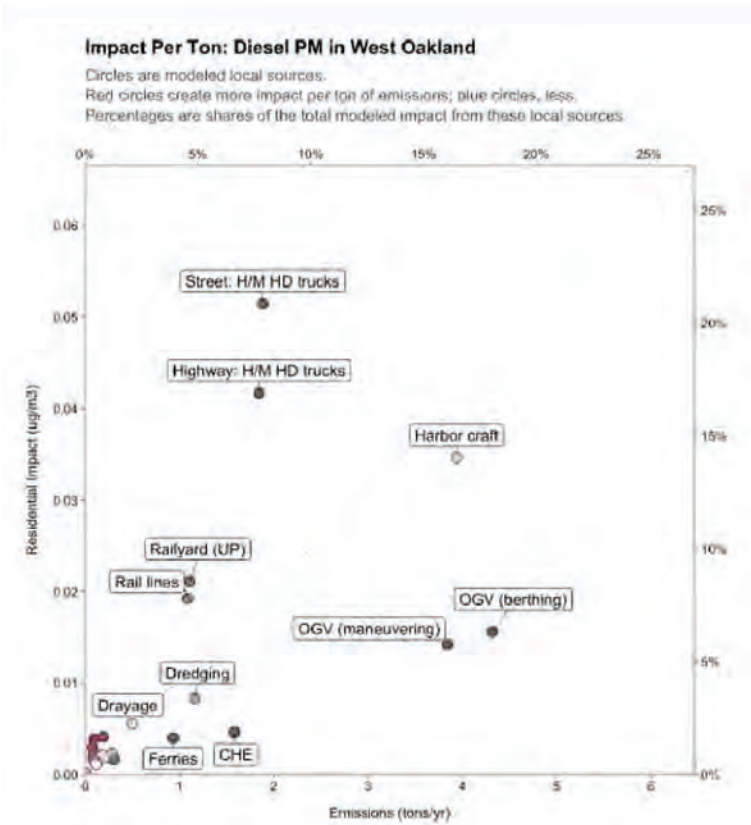
West Oakland Community Action Plan (2019) and Fifth Year Annual Report (2024)

Richmond, North Richmond, and San Pablo Community Emissions Reduction Plan (2024)



General AB 617 Assessment Methodology





West Oakland Highlights (base year 2017)

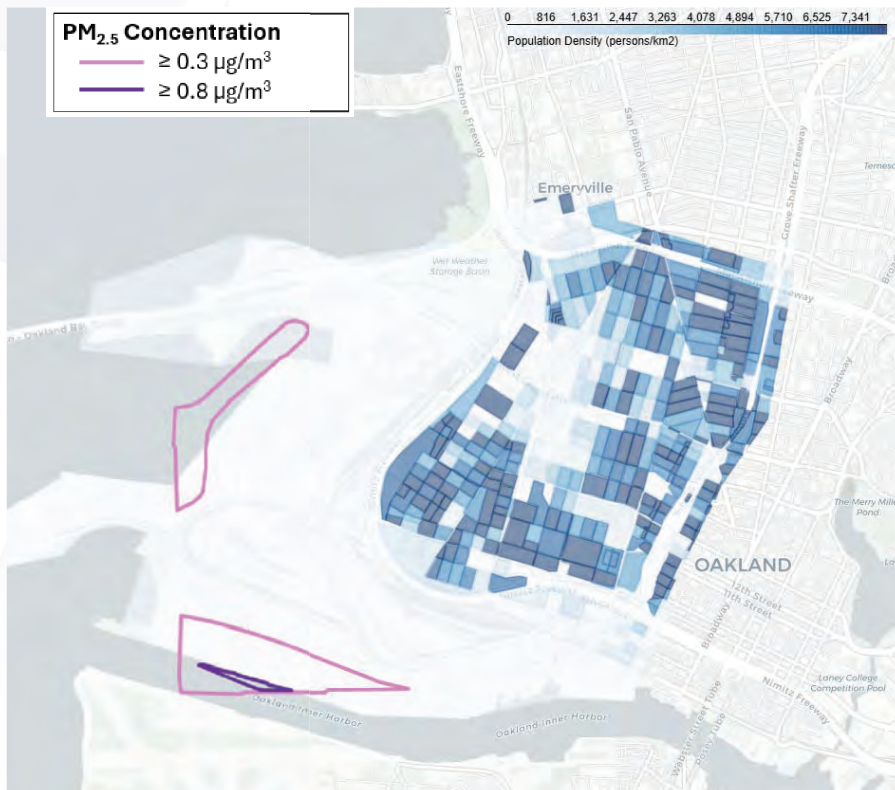
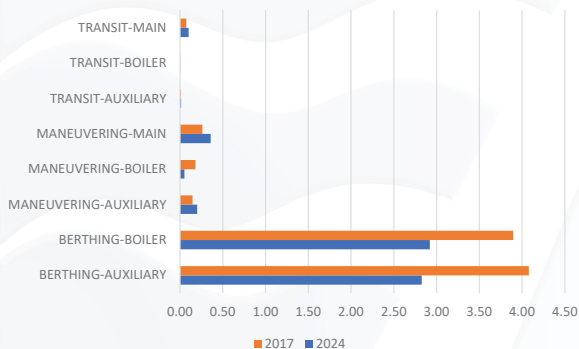
- The magnitude of diesel particulate matter (DPM) emissions from trucks, OGV berthing, and OGV maneuvering are similar
- The relative exposure impact of OGV berthing and maneuvering is much lower than trucks, which are 5 x higher than OGV



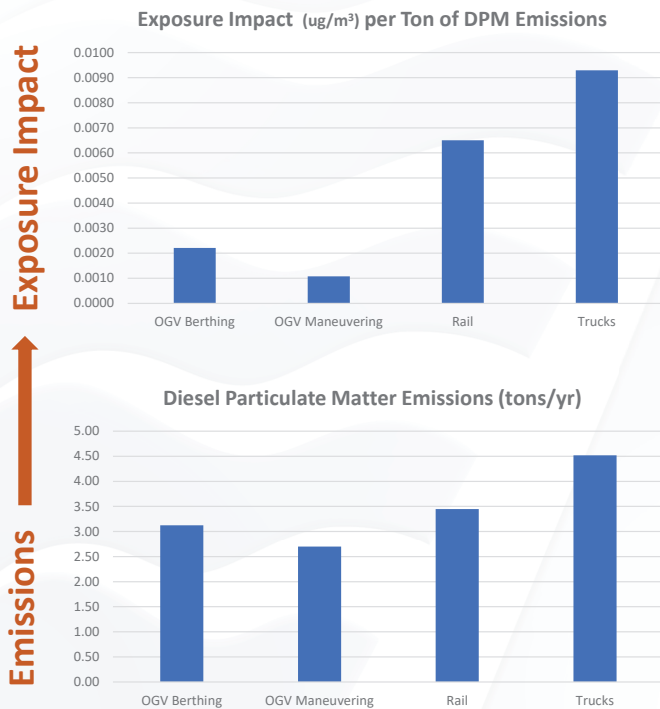
West Oakland OGV Particulate Matter (PM_{2.5}) Impacts

Modeled annual average PM_{2.5} concentrations using 2017 emissions against 2020 block level census track data

West Oakland OGV PM_{2.5} Emissions (tpy) for 2017 and 2024



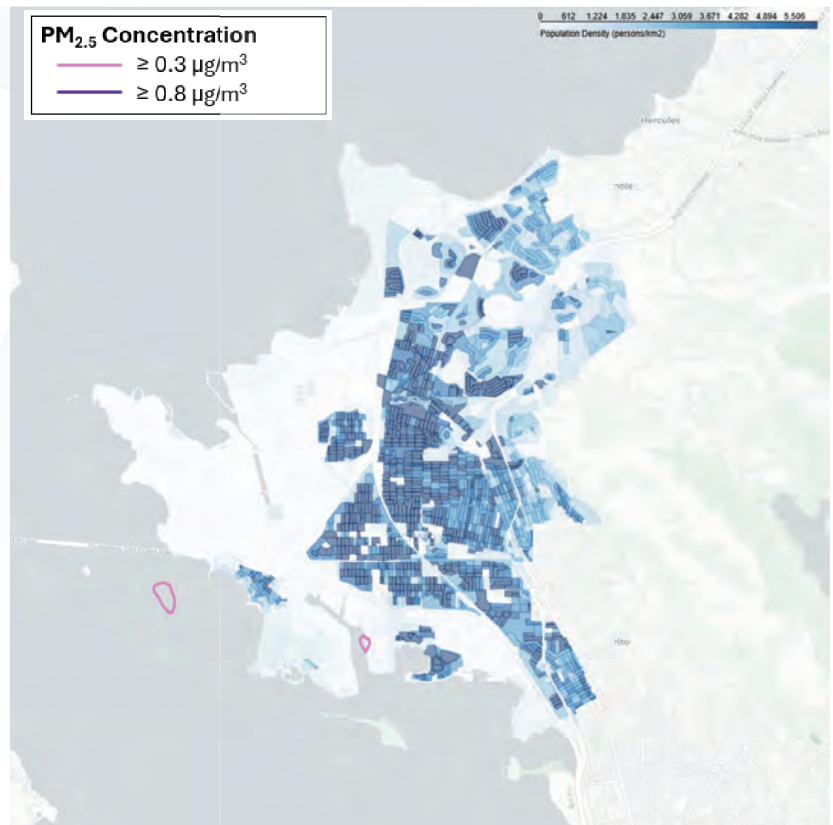
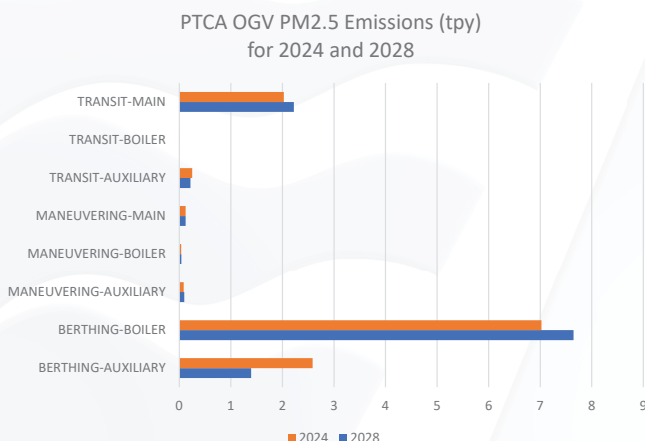
Richmond-North Richmond-San Pablo (Path To Clean Air - PTCA) Recap (base year 2024)



- Most of the PM_{2.5} emissions are associated with Chevron Refinery in the PTCA community
- OGV berthing exposure impacts per ton of DPM emissions are double of those for OGV maneuvering
- Truck exposure impacts per ton of DPM emissions are 4 times higher than OGV berthing exposure impacts and 8 times higher than OGV maneuvering exposure impacts

PTCA OGV PM_{2.5} Impacts

Modeled annual average PM_{2.5} concentrations using 2024 emissions against 2020 block level census tract data



Recent Headlines for EPA's Clean Port Program

- The awarded \$322 million grant will be used to finance zero-emission trucks and cargo handling equipment (CHE) and improve infrastructure:
 - 475 drayage trucks
 - 180 yard tractors
 - 250+ charging stations/infrastructure
- The Port of Oakland project is scheduled to start in Dec 2024 and complete by Nov 2028.
- The Air District has committed to:
 - Continue participation in the West Oakland Sustainable Port Collaborative and Community Electrification Committee
 - Deploy air monitoring to measure the effectiveness of the project and understand the emissions reductions impacts

Port of Oakland awarded historic \$322 million EPA grant

October 29, 2024

Grant to fund hundreds of zero-emissions trucks and cargo-handling equipment



Source: <https://www.portofoakland.com/port-of-oakland-awarded-historic-322-million-epa-grant/>



Follow-up Meeting

- Staff to present findings on the number of truck-related businesses/warehouses and their growth projections by early next year
- Staff plan to further assess secondary PM formation and its impact from various sources (including marine sources) as part of our ongoing PM control strategies development





Warehouse Indirect Source Rule Considerations

Stationary Source Committee

March 12, 2025

Christopher Easter
Senior Air Quality Specialist
Rules & Strategic Policy

Presentation Outline

- Background
- Warehouses and Distribution Centers in the Bay Area
- Potential Indirect Source Rule (ISR) Impacts and Considerations
- Updates on Relevant Regulatory Activity
- Possible Timeline and Options for Future Actions

Background

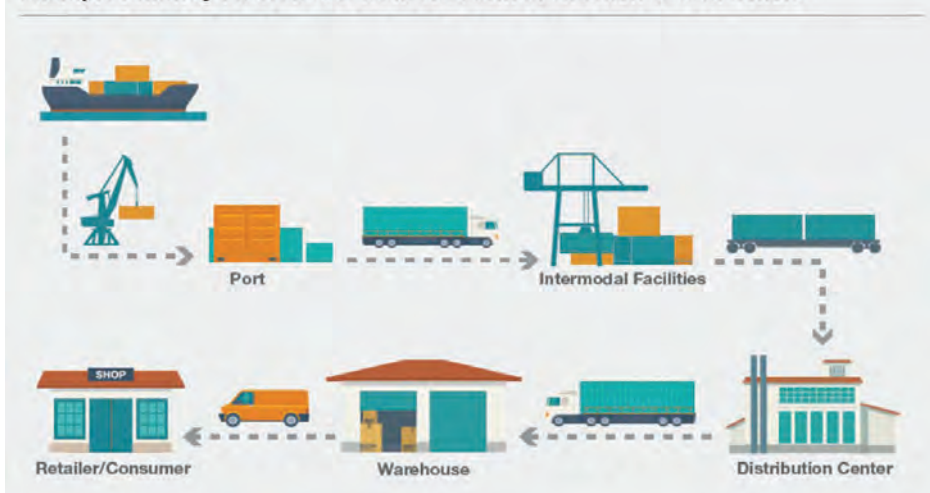
What is an Indirect Source?

- Any Facility that attracts mobile sources of emissions...defined by United States Environmental Protection Agency (US EPA) within the Clean Air Act as "... a facility, building, structure, installation, real property, road, or highway which attracts, or may attract, mobile sources of pollution."

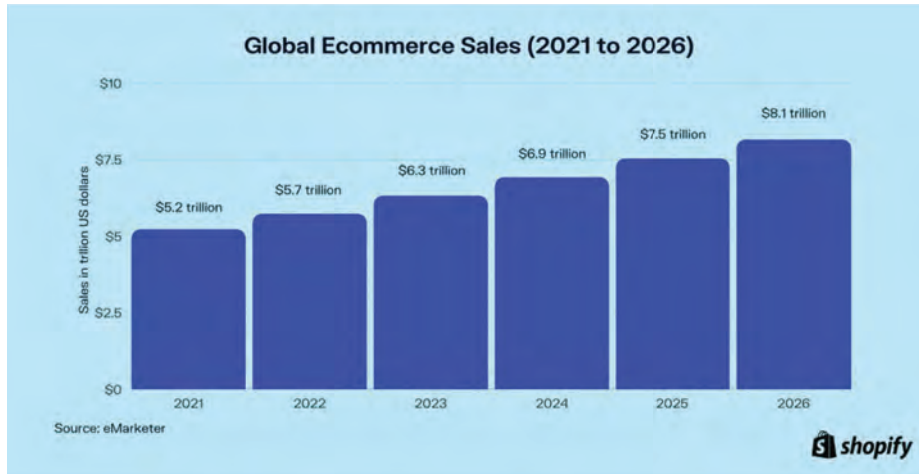
42 U.S.C. § 7410(a)(5)(C)

Background: Goods Movement

Example Pathway for How Goods Move From Production to Consumers



Background: Growth in e-commerce



Annual Meeting and Mobile Ecommerce Trends Transforming The Industry In 2023

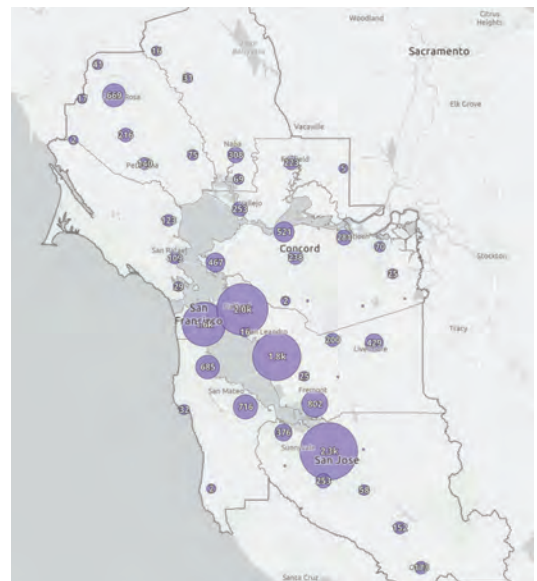


MARCH 12, 2025 • STATIONARY SOURCE COMMITTEE

5

Warehouses in the Bay Area

- ~16,000 total warehouses
- Individual sites range from less than 1000 square feet to more than 1 million (M) square feet

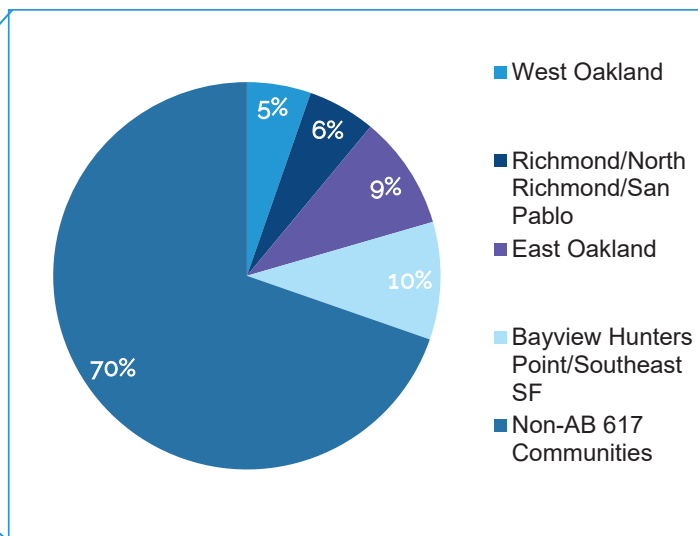
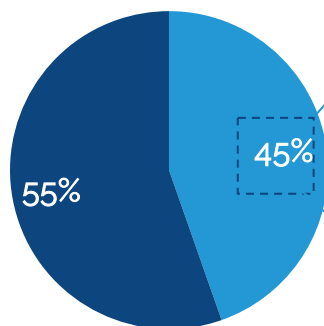


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6

Warehouses in the Bay Area

- Warehouses in Overburdened Communities (OBC)
- Warehouses Outside OBC



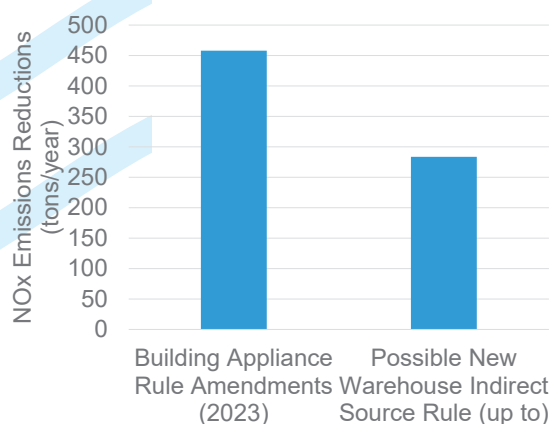
Indirect Source Rules in Other Air Districts

- San Joaquin Valley Air Pollution Control District
 - Rule 9510: Indirect Source Review
- San Diego Air Pollution Control District
 - Warehouse Indirect Source Rule under evaluation
- South Coast Air Quality Management District (South Coast AQMD)
 - Rule 2305 - Warehouse Indirect Source Rule – Warehouse Actions and Investments to Reduce Emissions (WAIRE) Program
 - Annual WAIRE points (or mitigation fee) compliance obligation
 - Only applies to warehouses >100,000 square feet (sq. ft.)

Warehouses Greater Than 100,000 Sq Ft



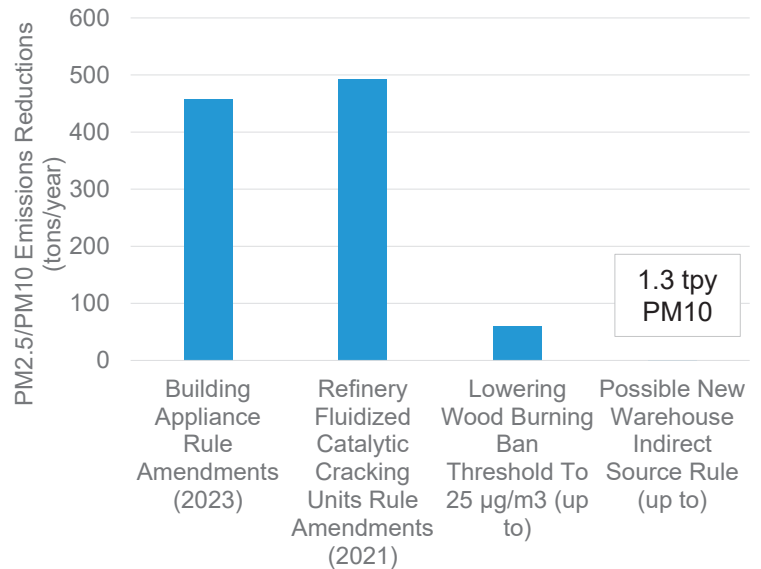
Potential Nitrogen Oxides (NOx) Reductions in the Bay Area



- Screening-level assessment assuming a similar approach as WAIRE
- WAIRE is a NOx-focused rule supporting efforts to attain ozone and fine particulate matter (PM_{2.5}) National Ambient Air Quality Standards

Potential Particulate Matter (PM) Reductions in the Bay Area

- California Air Resources Board (CARB) Truck & Bus, Advanced Clean Trucks, Low NOx Omnibus, and Heavy-Duty Inspection and Maintenance Regulations impact baseline emissions from heavy duty trucks
- Primarily diesel particulate matter reductions



Relevant Regulatory Activities

Advanced Clean Fleets waiver request withdrawn by CARB on 1/13/25

- Advanced Clean Trucks (supply side) program still in effect
- Implementation of additional CARB programs, including incentives in disadvantaged communities, can function to fill the gap
- Requirements for state and local public fleets will continue to move forward
- Emissions estimates assume no Advanced Clean Fleets implementation

Considerations for Next Steps

- Rule Development Process
 - 3 Full Time Equivalent (FTE) staff (~one-third of rulemaking team), plus significant Legal support
 - Approximately 3 years
- Rule and Program Implementation
 - Dependent on rule/program design
 - South Coast AQMD estimated 5 FTE plus technology/data infrastructure needs
- Rule Development Prioritization

Questions/Feedback

For more information:

Christopher Easter

Senior Air Quality Specialist – Rules & Strategic Policy

ceaster@baaqmd.gov

Warehouse Indirect Source Rule: Overview, Concept Paper, and Next Steps

Stationary Source Committee

June 10, 2026

Christopher Easter
Senior Air Quality Specialist
Regulatory Development Division

Presentation Outline

- Background
- Regulatory Context
- Rule Concepts
- Stakeholder Engagement and Public Workshops

Background

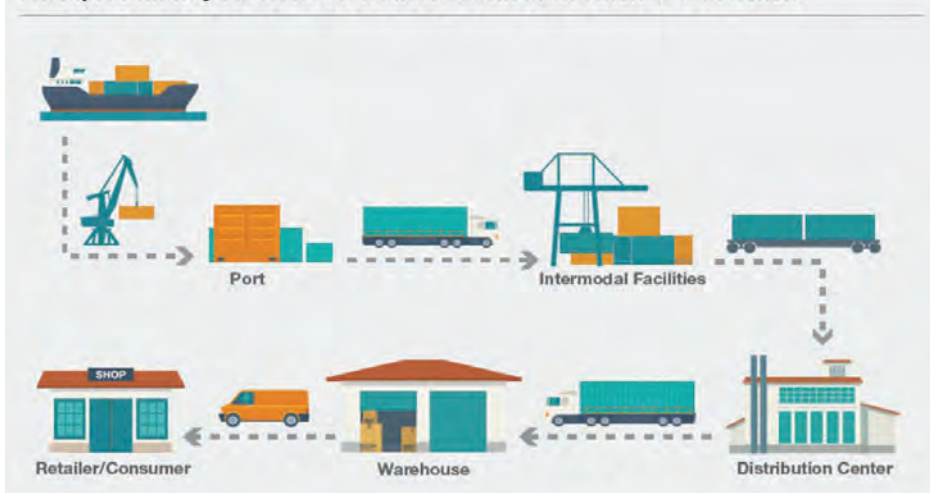
Warehouses as indirect/magnet sources

Warehouses attract activity from sources like heavy-duty trucks and cargo handling equipment, thereby *indirectly* causing emissions. An indirect source rule (ISR) would require warehouse operators to reduce emissions.



Background: Goods Movement

Example Pathway for How Goods Move From Production to Consumers



Recap of Committee Presentations

March 2024

- Background on indirect sources; regulatory landscape; Assembly Bill (AB) 617 impacts

September 2024

- Emissions data; considerations for managing indirect sources

November 2024

- Marine emissions; emissions inventory; AB 617 community assessments

March 2025

- Potential warehouse ISR emission reductions; regulatory update

Regulatory Context: Federal and State

Clean Air Act – 42 U.S.C. § 7410(a)(5)

- (A)
- (i) Any State may include in a State implementation plan, but the Administrator may not require as a condition of approval of such a plan under this section, any **indirect source review program**...
- (C) For purposes of this paragraph, the term “**indirect source**” means a facility, building, structure, installation, real property, road, or highway which attracts, or may attract, mobile sources of pollution.

California Health and Safety Code § 40716

- (a) In carrying out its responsibilities pursuant to this division with respect to the attainment of state ambient air quality standards, a district **may adopt and implement regulations** to accomplish both of the following:
- (1) Reduce or mitigate emissions from **indirect** and areawide sources of air pollution.
 - (2) Encourage or require the use of measures which reduce the number or length of vehicle trips.

Regulatory Context: Federal and State (cont.)

- Advanced Clean Fleets (ACF) was expected to drive significant heavy-duty emission reductions
- California Air Resources Board (CARB) withdrew its waiver request for ACF, In-Use Locomotive Regulation, Commercial Harbor Craft
- Other CA regulations affected by federal action: Advanced Clean Trucks, Heavy Duty Low Nitrogen Oxides (NOx) (“Omnibus”), Clean Truck Check (Heavy Duty Inspection/Maintenance)
- More impetus for local agency action, e.g. ISRs

Regulatory Context: Other Air District ISRs

- San Joaquin Valley Air Pollution Control District
 - Rule 9510: Indirect Source Review
- San Diego Air Pollution Control District
 - Warehouse Indirect Source Rule under evaluation
- South Coast Air Quality Management District (SCAQMD)
 - Rule 2304: Commercial Marine Ports
 - *Initially a Ports ISR but changed to a cooperative agreement on zero-emission infrastructure planning*
 - Rule 2305: Warehouse Indirect Source Rule – Warehouse Actions and Investments to Reduce Emissions (WAIRE) Program
 - Rule 2306: Freight Rail Yards Indirect Source Rule

SCAQMD WAIRE

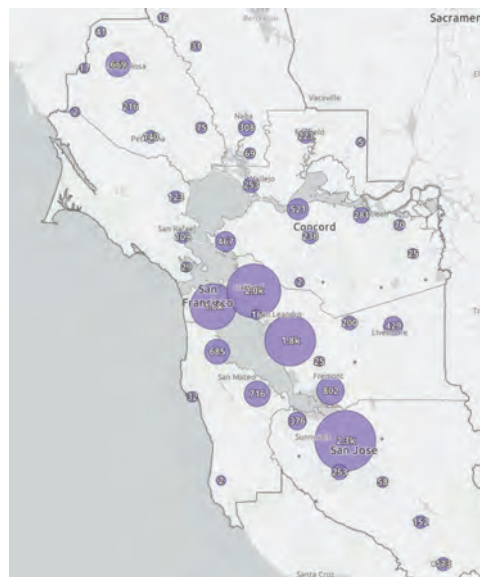
Key Elements of WAIRE

- Applicability: warehouses >100,000 square feet (sq. ft.)
- Requirement: earn required WAIRE points annually, based on site activity
- Compliance options: select actions from a menu, submit custom WAIRE plan, or pay mitigation fee
- Implementation: three-phase implementation based on warehouse size with ramp up to full stringency (*% stringency values below*)

Warehouse Size	2022	2023	2024	2025	2026 onwards
≥ 250,000 sqft.	33%	67%	100%	100%	100%
≥ 150,000 to < 250,000 sqft.	0%	33%	67%	100%	100%
≥ 100,000 to < 150,000 sqft.	0%	0%	33%	67%	100%

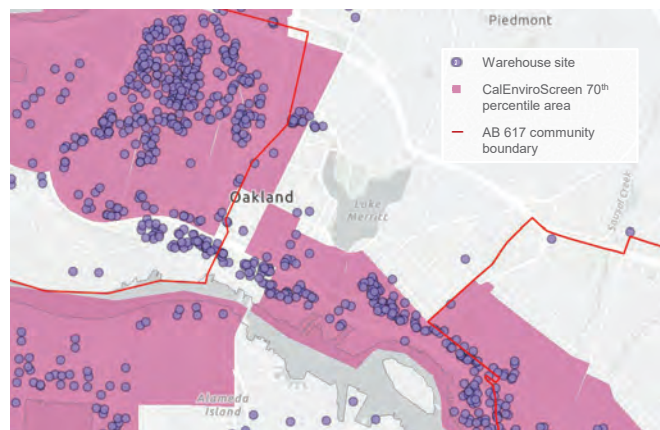
Warehouses in the Bay Area

- ~16,000 total warehouses across 9 counties
- Individual sites range from less than 1000 square feet to over 1 million square feet



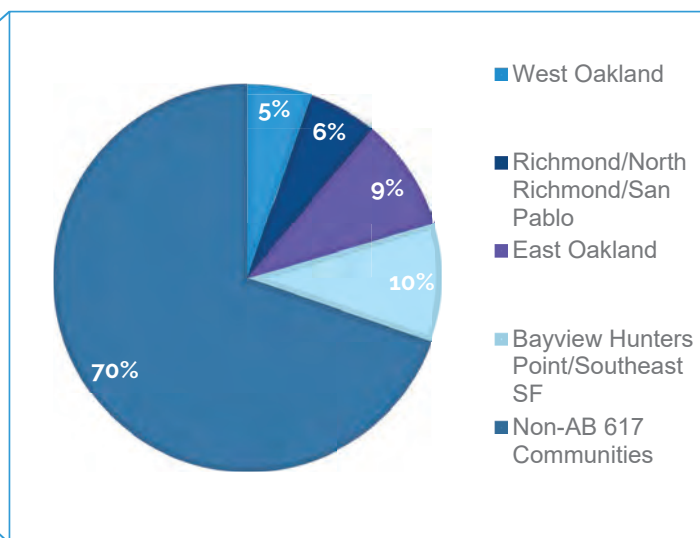
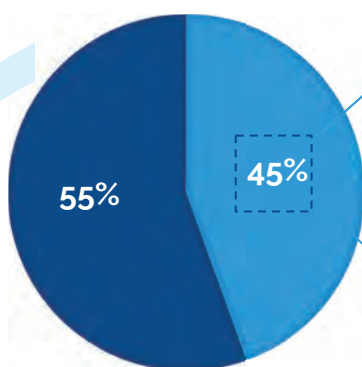
Warehouses in the Bay Area (cont.)

- Many warehouses are in impacted communities
- There is a wide range in warehouse sizes and activity levels which creates a cumulative impact on air quality



Warehouses in the Bay Area (cont.)

- Warehouses in Overburdened Communities (OBC)
- Warehouses Outside OBC



Warehouse ISR Concept Paper

- Published a concept paper on April 16 outlining initial regulatory concepts
- Public comment period closed June 1
- Launched alongside an ISR landing page, new mailing list, and plain-language flyer

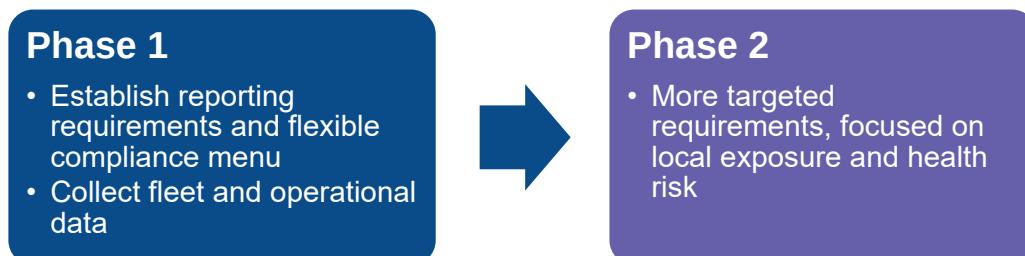


Concepts: Applicability

Warehouse Floor Area Category (square feet)	Number of Warehouses	Total Floor Area (square feet)	Number of Warehouses in Overburdened Communities (OBCs)	Percent of Total Warehousing Floor Area	Percent Floor Area in OBCs
450k+	50	38,865,787	15	8%	30%
350k–450k	36	14,167,491	12	3%	33%
250k–350k	121	34,819,276	46	7%	38%
150k–250k	297	57,399,770	119	12%	40%
100k–150k	521	62,061,949	194	13%	37%
50k–100k	1,268	88,539,393	442	18%	35%

- Considering an applicability threshold of 100,000 square feet
- Potential lower threshold for warehouses in impacted communities

Concepts: Implementation



Concepts: Compliance Options

Activity-based allocation	Reduction from baseline	Screening-based approach	Two-stage obligation
• Set Bay Area emission reduction goals • Allocate compliance obligation based on truck activity	• Establish baseline emissions per facility • Percentage reduction requirement	• Screening assessment determines obligation based on warehouse size, location, other factors	• Set initial emission reduction target • Refine target with additional data or health risk assessment

Concepts: PM Reductions, Reporting and Emissions Benefits

- Focus on particulate matter reductions, potentially assigning greater weight to Particulate Matter (PM)-reducing actions
- One time Warehouse Operations Notification and Initial Site Information Report, followed by annual compliance reporting
- Screening-level analysis shows reductions of 280 tons per year of NO_x and 1.3 tons per year of PM₁₀
- Important Co-Benefit of health risk impact reductions correlated with PM₁₀ reductions in overburdened communities

Stakeholder Engagement

- Direct outreach to stakeholders
- Public comment on the concept paper closed on June 1
- Public workshops in Quarter (Q)3 2026

Public Comments

Summary of Public Comments

- Number of Comments
- Stakeholders Commenting
- General Themes

Questions & Discussion

For more information:

Christopher Easter | Senior Air Quality Specialist | ceaster@baaqmd.gov



Regulatory Development Overview: Potential Warehouse Rule

Board of Directors Meeting

October 7, 2026

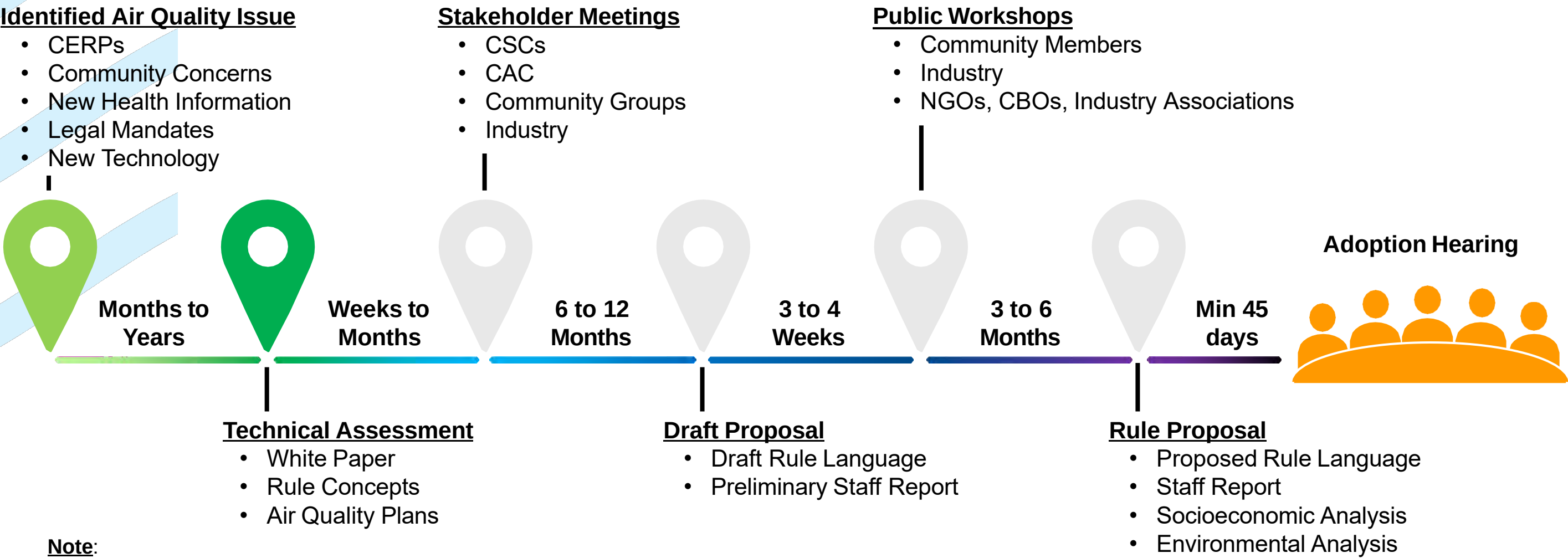
Christopher Easter

Senior Air Quality Specialist
Regulatory Development

Outline

- 1. Background:** Rule development process, indirect sources, warehouses in the Bay Area
- 2. Impetus for Rulemaking:** Assembly Bill (AB) 617 commitments, Stationary Source Committee engagement, regulatory landscape
- 3. Warehouse Rule Concept Paper:** Potential rule concepts and emissions benefits
- 4. Other Agency Action:** South Coast Air Quality Management District's indirect source program, San Diego Air Pollution Control District's rulemaking process, and other complementary actions
- 5. Timeline and Next Steps**

Rule Development and Public Engagement



Note:

CAC: Community Advisory Committee
CERP: Community Emission Reduction Plan
NGO: Non-Governmental Organization

CBO: Community-Based Organization
CSC: Community Steering Committees

What is an Indirect or Magnet Source?

Under the Clean Air Act, an indirect source is a facility or property that attracts mobile sources of pollution.

A warehouse is an example: **the building itself does not emit a significant amount of pollution, but it acts as a "magnet" for heavy-duty diesel trucks and cargo handling equipment that do emit pollution.**



Depiction of typical warehouse operations. iStock.

Why Focus on Warehouses?

Statutory Definition (42 U.S.C. § 7410(a)(5)(C)):

Any "facility, building, structure, real property, road, or highway which attracts, or may attract, mobile sources of pollution."



Warehouses & Logistics Hubs

Class 2b–8 heavy-duty trucks, transportation refrigeration units, and other mobile equipment.



Railyards & Intermodal Hubs

Locomotives, switchers, and container trucks. (e.g., South Coast Air Quality Management District [SCAQMD] Rule 2306).



Marine Ports & Airports

Ocean vessels, harbor craft, drayage trucks, ground support equipment, and delivery fleets.

Community Feedback and Prioritization

SSC briefings in 2024 evaluated comparative emissions across marine, rail, and truck operations, leading to a focus on warehouses.

1. Fenceline Health Risk:

- 45% of warehouses are in Overburdened Communities.

2. AB 617 Mandates:

- Explicitly prioritized in state-approved CERPs.

3. Established Programs:

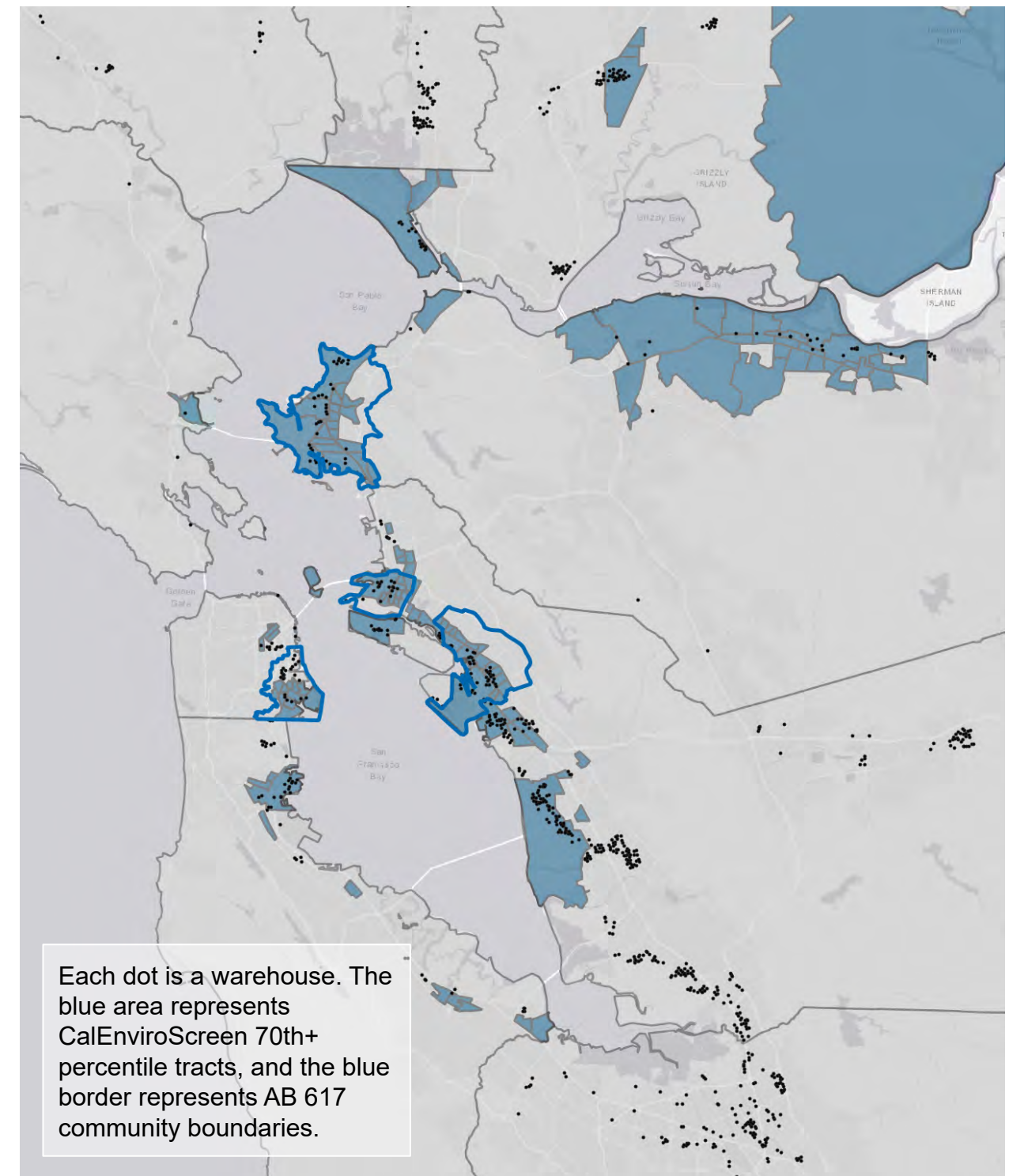
- Regulatory precedents exist (e.g., SCAQMD Rule 2305).

4. Regulatory Gaps:

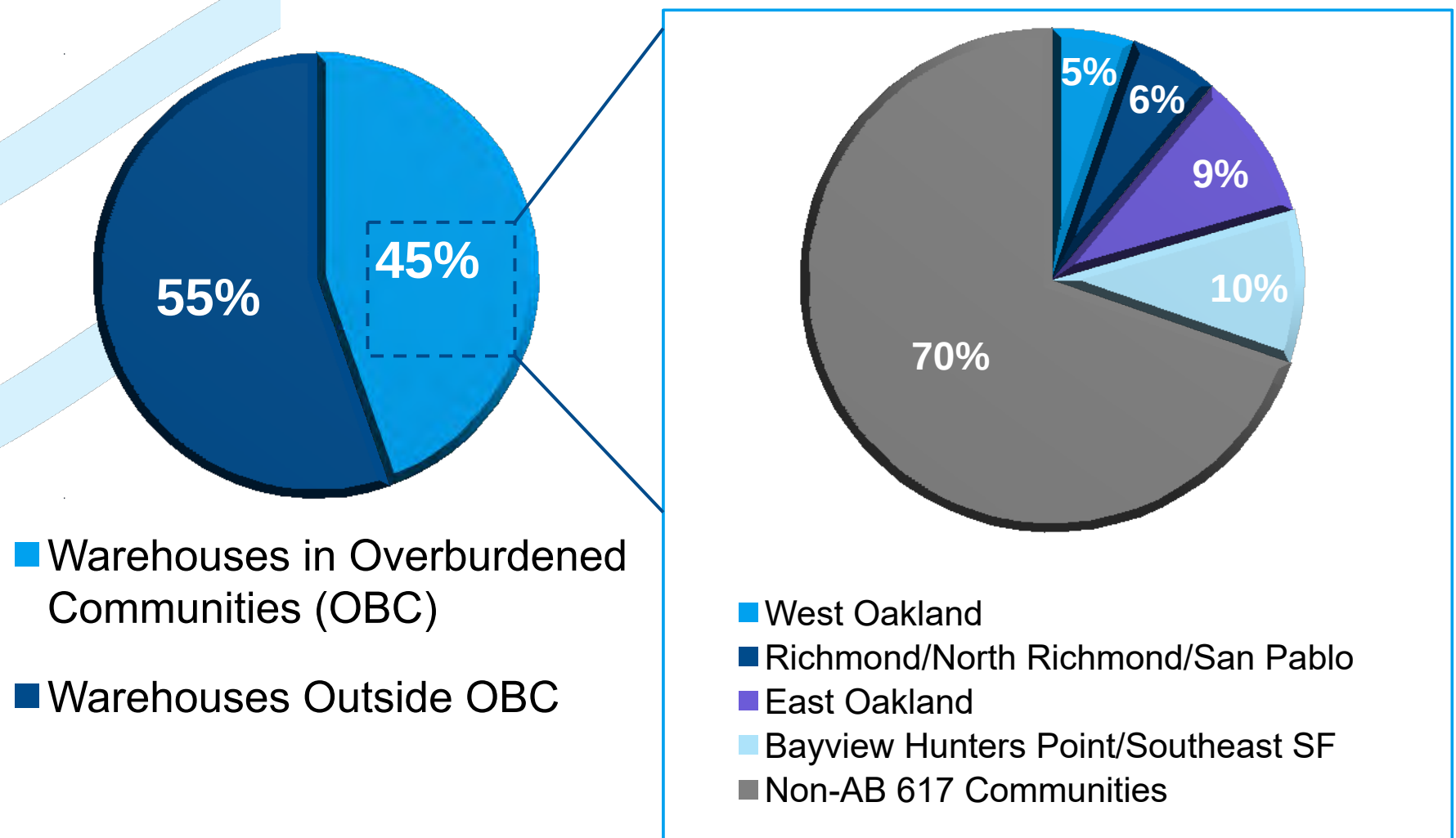
- Challenges to implement state electrification regulations increased urgency for local truck-attracting facility rules.

Warehouses Across the Bay Area

- There are around 1,000 facilities greater than 100,000 square feet across the nine Bay Area counties, with significant clustering.
- Individual sites range from under 1,000 square feet to over a million square feet.



Community Impacts Related to Indirect Sources



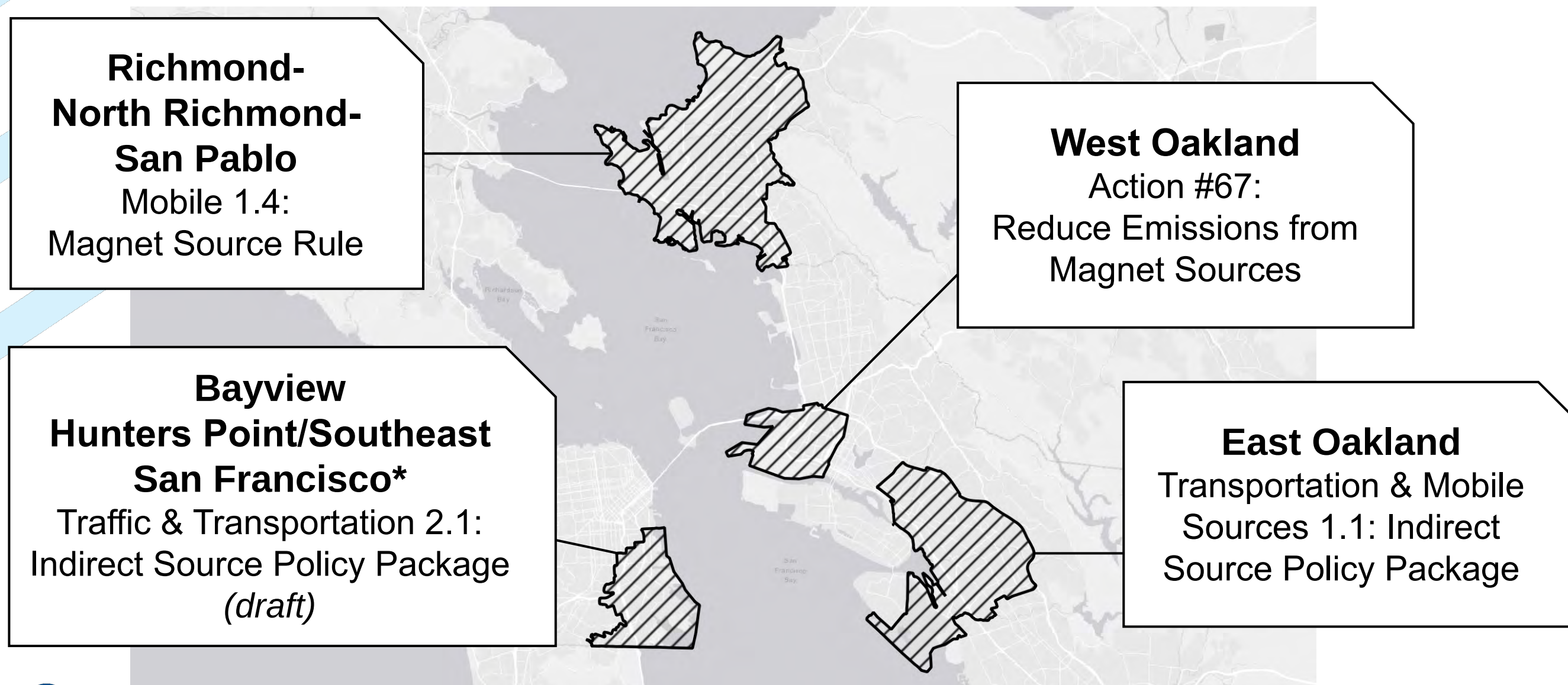
The cumulative effect of these facilities fall disproportionately on impacted communities.

45% of warehouses in the Bay Area are in Overburdened Communities.*

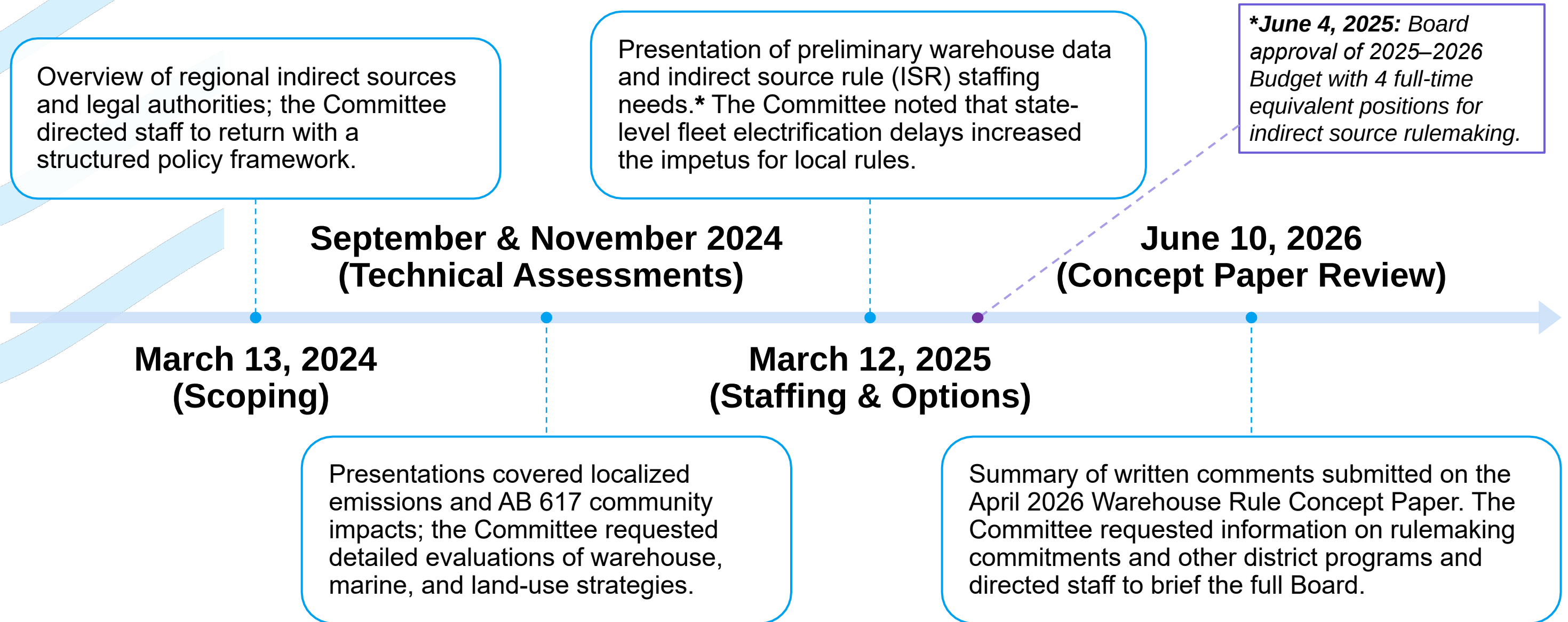
Warehouses bring localized emissions of Particulate Matter (PM) and Nitrogen Oxides (NOx), contributing to air pollution burden for nearby residents.

*OBCs (as defined in Air District Rule 2-1) are communities with CalEnviroScreen 4.0 scores at or above the 70th percentile.

Indirect Sources in AB 617 Community Plans



Stationary Source Committee Presentations



Shifting Landscape and Local Gaps

State-Level Enforcement Paused

- In January 2025, the California Air Resources Board (CARB) **withdrew its federal Clean Air Act waiver request** for the Advanced Clean Fleets (ACF) regulation.

Resulting Regulatory Gap

- This waiver withdrawal **suspended state-level enforcement of zero-emission mandates** for high-priority and drayage fleets, creating a gap in projected near-term emission reductions.

Tightened Federal Standards

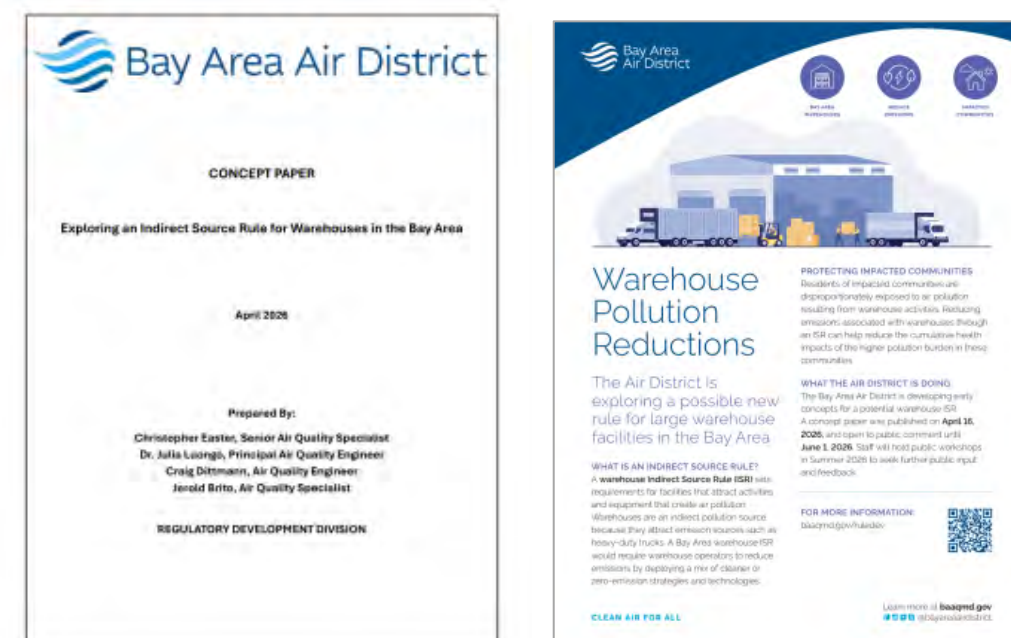
- The US EPA **lowered the annual fine particulate matter (PM_{2.5}) standard** from 12.0 µg/m³ to 9.0 µg/m³ in 2024, compounding regional attainment pressure.

Durable Basis for Local Action

- While state-level fleet rules face federal waiver delays and litigation, a local Warehouse Rule represents an **independent and legally viable mechanism to directly target localized diesel particulate matter (DPM) and NO_x** at the facility level.

Warehouse Rule Concept Paper

- Published a concept paper on April 16, 2026, outlining initial regulatory concepts
- Public comment closed on June 1, 2026
- Launched alongside a Warehouse Rule landing page, new mailing list, and plain-language flyer



Warehouse Rule Concepts (Part 1)

Applicability & Scope

Warehouse Size Threshold

- 100,000 sq. ft.
- Smaller threshold in impacted communities

Regional Inventory Context:

- ~1,000 warehouses at least 100,000 sq. ft. (approx. 40% in Overburdened Communities)

Phased Implementation

Phase 1: Baseline and Data Collection

- Establish reporting pathways

Phase 2: Targeted Reductions

- Target localized diesel PM exposure

Warehouse Rule Concepts (Part 2)

Flexible Compliance Options

Activity-Based Allocation:

- Obligation Scales with Site Activity

Reduction from Baseline:

- Standardized percentage emissions reductions from facility-specific baselines

Screening-Based Assessment:

- Based on facility footprint, local zoning and sensitive receptors

Two-Stage Obligation:

- Broad preliminary targets later refined by site-specific operational data

Estimated Emission Reductions

Targeting Localized Risk

Greater weight to actions that reduce **PM and DPM** to mitigate cancer risks in fenceline communities.

Estimated Regional NO_x Reductions

Warehouse ISR could reduce regional NO_x emissions by approximately **280 tons per year**.

Estimated Regional PM Reductions

Could achieve co-benefit reductions of approximately **1 ton per year** of DPM.

South Coast Air District Warehouse Rule

Key Elements of Warehouse Actions and Investments to Reduce Emissions (WAIRE)

- Applicability: warehouses >100,000 square feet (sq. ft.)
- Requirement: earn required WAIRE points annually, based on site activity
- Compliance options: select actions from a menu, submit custom WAIRE plan, or pay mitigation fee
- Implementation: three-phase implementation based on warehouse size with ramp up to full stringency (*% stringency values below*)

Warehouse Size	2022	2023	2024	2025	2026 onwards
≥ 250,000 sqft.	33%	67%	100%	100%	100%
≥ 150,000 to < 250,000 sqft.	0%	33%	67%	100%	100%
≥ 100,000 to < 150,000 sqft.	0%	0%	33%	67%	100%

WAIRE Program Performance

Key Program Metrics		
537 Tons of NOx emissions reduced annually	13 Tons of DPM emissions reduced annually	\$80.4 Million in mitigation fees
Top compliance actions		
Zero-Emission (ZE) Yard Hostler Usage (40-43% of points earned)	Near-Zero Emission (NZE) Truck Visits (27% of points earned)	
Compliance Challenges		
Low Annual Report Completion (28-43% across 3 years)	>970 Notices of Violation issued for reporting non-compliance	

Review of Other Agency Programs

- Requested by Stationary Source Committee in June
- San Diego Air Pollution Control District (APCD) White Paper
 - Evaluated potential warehouse ISR and determined low emissions reduction potential and high cost relative to other rules
 - Recommended pursuing incentive-driven approach instead
- Industry-sponsored review of South Coast Air Quality Management District's (SCAQMD) WAIRE program

Industry Study and Our Response (Part 1)

Concern Raised	District Finding
ZE hostler benefit may be overstated — no requirement to retire diesel units	<u>Confirmed</u> as largest points category; Premise of critique is accurate; SCAQMD says scrappage-tracking was not included in rule; WAIRE is still the reason many ZE hostlers are in use
No State Implementation Plan (SIP) credit = no real emissions benefit	<u>Not accurate.</u> Rule is not SIP-creditable in future year projections due to minor deficiencies cited by the U.S. Environmental Protection Agency. WAIRE was designed and functions as a SIP-strengthening measure and per reporting, emission reductions have been achieved.

Industry Study and Our Response (Part 2)

Concern Raised	District Finding
Program costs and admin burden underestimated	<u>Some merit</u> – WAIRE's online portal was not ready in early stages of implementation causing some bottlenecks and data issues.
Warehouses will relocate or close due to cost	SCAQMD's own modeling: <u>no relocation projected</u> below \$1.50/sq ft — nearly double the rule's actual \$0.83/sq ft cost; SCAQMD has continued to see growth in the warehousing industry in its region since the rule's adoption.

Learnings for Bay Area Warehouse Rule Design

Design Menu Carefully

Structure the compliance options menu around vetted **regional technology availability**, incorporating South Coast operational lessons and direct stakeholder input.

Build & Test Portal Early

Develop and end-to-end **stress-test the digital compliance and reporting portal** prior to program launch to eliminate onboarding bottlenecks and reporting backlogs.

Invest in Outreach

Invest early in owner registration and outreach, given SCAQMD's experience and **difficulty reaching a large, high-turnover regulated population.**

Conduct Robust Analysis

Execute **rigorous socioeconomic and facility relocation modeling** once draft rule parameters are developed to establish empirical baselines, provide transparency, and balance cost and benefits.

Complementary Local Land Use & Policy Precedents



Contra Costa County Draft 2045 General Plan (Policy HS-P 1.8): Requires new or expanded commercial and industrial projects exceeding **25,000 square feet** to operate at NZE standards (e.g., electrified loading docks, ZE yard equipment).



City of Fontana (Ordinance No. 1891): Mandates localized operational, construction, and sustainability standards for logistics hubs, including strict truck routing, screening, and buffering.

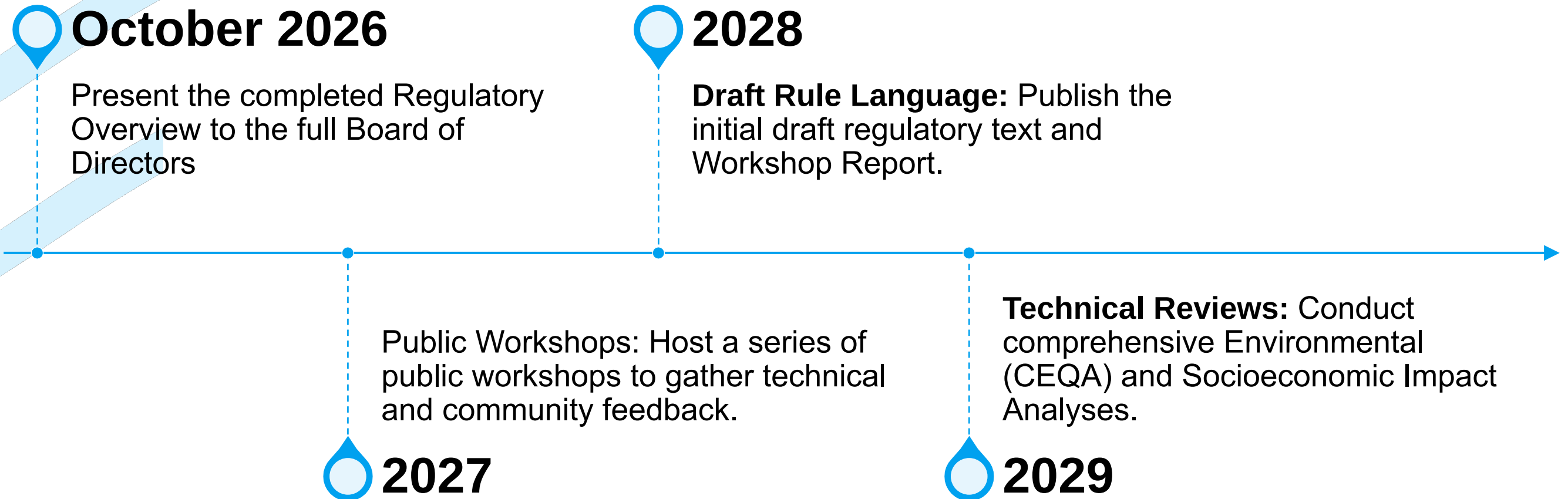


California Attorney General's Best Practices: Recommends a minimum **1,000-foot buffer zone** between warehouses and sensitive receptors (such as schools and homes), alongside mandatory truck routing to avoid residential streets.



Logistics Facilities & Truck Routes: AB 98 and Senate Bill (SB) 415 create statewide requirements for logistics facilities and truck traffic, including submitting truck routing plans to local jurisdictions.

Currently Planned Rulemaking Roadmap



Summary

Rulemaking Impetus	• AB 617 CERP Commitments • Decreased regulatory controls on goods movement emissions • Strategic priority to decrease localized emissions in impacted communities
Rulemaking Progress	• Preliminary screening-level analyses • Concept paper • Stakeholder meetings and other engagement • Regulatory overview report
Board Input	• Feedback at five Stationary Source Committee meetings • Authorization of four indirect source-supporting Full-Time Equivalent positions • <i>Further direction at this Board of Directors meeting</i>

Questions & Discussion

For more information:

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