



BOARD OF DIRECTORS
Finance and Administration Committee
June 17, 2026

COMMITTEE MEMBERS

JUAN GONZÁLEZ III – CHAIR
BRIAN COLBERT
DAVID HAUBERT
LINDA SELL

LYNDA HOPKINS – VICE CHAIR
NOELIA CORZO
TYRONE JUE
VICKI VEENKER

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

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

**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**

**Sunnyvale City Hall
Cedar Conference Room
456 W Olive Ave.
Sunnyvale, CA 94086**

THE FOLLOWING STREAMING OPTIONS WILL ALSO BE PROVIDED

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

The public may observe this meeting through the webcast by clicking the link available on the air district's agenda webpage at <https://www.baaqmd.gov/bodagendas>

**Members of the public may participate remotely via Zoom at <https://bayareametro.zoom.us/j/81243066428> or may join Zoom by phone by dialing (669) 900-6833 or (408) 638-0968. The Webinar ID for this meeting is:
812 4306 6428**

PUBLIC COMMENT ON AGENDA ITEMS

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

Written public comments can be emailed to comments@baaqmd.gov or through the Air District's website via the "Submit a Comment" feature for this meeting. Written public comments emailed by 10:00 a.m. on the business day prior to this meeting will be provided to the Committee members in advance of the meeting. Written public comments emailed after that deadline will be provided to the Committee members following the meeting's adjournment. Unless directed by the Chair, written public comments will not be read aloud during the meeting.

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

FINANCE AND ADMINISTRATION COMMITTEE MEETING AGENDA

WEDNESDAY, JUNE 17, 2026

1:00 PM

Chairperson, Juan González

1. Call to Order - Roll Call

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

2. Pledge of Allegiance

CONSENT CALENDAR (Items 3-7)

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

3. Approval of the Draft Minutes of the Finance and Administration Committee Meeting of April 15, 2026

The Committee will consider approving the Draft Minutes of the Finance and Administration Committee Meeting of April 15, 2026.

4. Hearing Board Quarterly Report: January through April 2026

The Committee will receive the Hearing Board Quarterly Report for the period of January through April 2026.

5. Fiscal Year 2025-2026 Third Quarter Reporting of Payments for Routine and Recurring Goods/Services Expenses and Contracts Executed under Delegated Authority

The Committee will receive a report of vendor payments for routine and recurring essential services and contracts executed under delegated authority for the third quarter of Fiscal Year 2025-2026, which ended March 31, 2026.

6. Fiscal Year 2025-2026 Third Quarter Financial Report, from July 1, 2025 to March 31, 2026

The Committee will receive the financial report for the third quarter (Year-to-Date) of Fiscal Year 2025-2026, which ended March 31, 2026. The report provides an overview of the General Fund's financial activities for the period from July 1, 2025, to March 31, 2026, including preliminary revenue, expenditures, and cash investment balance results for the period.

7. Authorization to Amend Contract with Oshyn, Inc. for Enterprise Technology Solutions Services

The Committee will consider recommending that the Board of Directors authorize the Executive Officer/APCO to amend the contract with Oshyn, Inc. to increase the total not-to-exceed dollar amount of the contract by \$600,000, from \$1,154,568 to \$1,754,568, to support online services maintenance, operations, software documentation and knowledge transfer services.

DISCUSSION ITEM(S)

8. Remote Teleconferencing Meeting Policy for Board and Committee Meetings

The Committee will discuss recent amendments the Board of Directors made to its Remote Teleconferencing Meeting Policy at the Board's June 3, 2026, meeting. There was limited time available at that meeting to discuss these amendments and Board members expressed interest in having the Committee consider the amendments in greater depth. The Committee may recommend that the Board of Directors further consider certain provisions of the Remote Teleconferencing Meeting Policy, as appropriate. This item will be presented by Alexander Crockett, General Counsel.

9. Air District Facilities Portfolio Assessment and Real Estate Strategy

The Committee will discuss the Air District's real estate portfolio and a forthcoming assessment to inform development of a comprehensive real estate strategy. The discussion will cover a summary of existing assets, including the owned, leased, and licensed facilities and sites; outline the assessment's evaluation framework and key criteria; and present the timeline for analysis and reporting. This work is intended to support data-driven decision-making, optimize asset utilization, and align the Air District's real estate footprint with long-term organizational priorities and operational needs. This item will be presented by Karen Schkolnick, Director of the Administrative Resources Division.

OTHER BUSINESS

10. Public Comment on Non-Agenda Matters

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

11. Committee Member Comments

Any member of the Committee, 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)

12. Time and Place of Next Meeting

Wednesday, September 16, 2026, at 1:00 p.m. The meeting will be held in-person at the Bay Area Metro Center and at satellite locations as may be specified on the meeting agenda using a remote teleconferencing link. Members of the Finance and Administration Committee and the public may attend at any of those in-person locations, and members of the public may also attend virtually via webcast.

13. Adjournment

The Committee meeting shall be adjourned by the 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 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**

JUNE 2026

<u>TYPE OF MEETING</u>	<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>ROOM</u>
Advisory Council Meeting	Monday	15	9:00 a.m.	1 st Floor Board Room
Board of Directors Policy, Grants and Technology Committee	Wednesday	17	10:00 a.m.	1 st Floor Board Room
Board of Directors Finance and Administration Committee	Wednesday	17	1:00 p.m.	1 st Floor Board Room

JULY 2026

<u>TYPE OF MEETING</u>	<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>ROOM</u>
Board of Directors Meeting	Wednesday	1	10:00 a.m.	1 st Floor Board Room
Board of Directors Stationary Source Committee	Wednesday	8	10:00 a.m.	1 st Floor, Yerba Buena Room
Board of Directors Community Equity, Health, and Justice Committee	Wednesday	8	1:00 p.m.	1 st Floor, Yerba Buena Room
Board of Directors Policy, Grants and Technology Committee -CANCELLED	Wednesday	15	10:00 a.m.	1 st Floor Board Room
Board of Directors Finance and Administration Committee -CANCELLED	Wednesday	15	1:00 p.m.	1 st Floor Board Room
Community Advisory Council Meeting	Thursday	16	6:00 pm.	1 st Floor, Yerba Buena Room

6/10/26 – 3:20 p.m. AD

G/Board/Executive Office/Moncal

BAY AREA AIR DISTRICT
Memorandum

To: Chairperson Juan González and Members
of the Finance and Administration Committee

From: Philip M. Fine
Executive Officer/APCO

Date: June 17, 2026

Re: Approval of the Draft Minutes of the Finance and Administration Committee
Meeting of April 15, 2026

RECOMMENDED ACTION

Approve the Draft Minutes of the Finance and Administration Committee Meeting of April 15, 2026.

BACKGROUND

None.

DISCUSSION

Attached for your review and approval are the Draft Minutes of the Finance and Administration Committee Meeting of April 15, 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 Finance and Administration Committee Meeting of April 15, 2026

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

Finance and Administration Committee Meeting
Wednesday, April 15, 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:** Finance and Administration Committee Vice Chairperson, Juan González III, called the meeting to order at 1:00 p.m.

Roll Call:

Present, In-Person (Bay Area Metro Center, 375 Beale Street, 1st Floor Board Room, San Francisco, CA, 94105): Vice Chairperson Juan González; and Director Tyrone Jue.

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

Present, In-Person Satellite Location: (Sunnyvale City Hall, Cedar Conference Room, 456 W. Olive Ave., Sunnyvale, CA 94086): Director Linda Sell.

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

Present, In-Person Satellite Location: (Santa Rosa Junior College Campus, Doyle Library, Room 148, 1501 Mendocino Ave., Santa Rosa, CA 95401): Chairperson Lynda Hopkins.

Present, In-Person Satellite Location: (Palo Alto City Hall, Community Meeting Room, 250 Hamilton Ave., Palo Alto, CA 94301): Director Vicki Veenker.

Absent: Director Brian Colbert.

2. **PLEDGE OF ALLEGIANCE**

CONSENT CALENDAR

3. APPROVAL OF THE DRAFT MINUTES OF THE FINANCE AND ADMINISTRATION COMMITTEE MEETING OF MARCH 18, 2026

Public Comments

No requests received.

Committee Comments

None.

Committee Action

Director Jue made a motion, seconded by Director Veenker, to **approve** the Draft Minutes of the Finance and Administration Committee Meeting of March 18, 2026; and the motion carried by the following vote of the Committee:

AYES:	Corzo, González, Haubert, Hopkins, Jue, Sell, Veenker.
NOES:	None.
ABSTAIN:	None.
ABSENT:	Colbert.

INFORMATIONAL ITEM

4. PERMITTING STRATEGIES

Pamela Leong, Engineering Division Director, gave the staff presentation *Permitting Strategies*, including: outcome; outline; background: Strategic Plan Goal 4 (Be Effective Accountable, and Customer-Oriented), plan acceleration and support, recent metrics (in versus out, active applications, Health Risk Assessments in queue), backlog reduction goal; progress on plan implementation: plan progress, recap of important actions, staffing actions, recent actions (policy/program updates, tracking tools), new tools to analyze permitting bottlenecks; application rework and flow, application overdue and backlog flows); and next steps: Permitting and Compliance System upgrades, tracking tools, policy/program updates, resource management.

Public Comments

Public comments were given by Peter Okurowski, California Council for Environmental & Economic Balance.

Committee Comments

The Committee and staff discussed concerns about the maintenance level with complex permit applications deadline of 2029, and the desire for a more aggressive timeline; the request for more frequent interim status updates to the Committee/Board; appreciation for the corrective action and progress thus far; and ways in which the Air District is measuring efficiency and transparency in the Air District's permitting strategies.

Committee Action

No action taken.

ACTION ITEM

4. PROPOSED AMENDMENTS TO AIR DISTRICT REGULATION 3: FEES

Fred Tanaka, Engineering Manager, and Mark Gage, Principal Air Quality Engineer, gave the staff presentation *Proposed Fee Regulation Amendments*, including: recommended action; outline; cost recovery background: limitations, trends, trends example; cost recovery strategies; cost recovery background; fee reductions; fee removals; proposed fee regulation amendments; other proposed changes – general, new fee, reclassification; impact on large facilities – permit renewal; impact on small facilities – permit renewal; fee reduction summary; efficiencies and cost containment efforts; budget & fee regulation schedule; and recommended action.

Public Comments

Public comments were given by Bob Brown, Western States Petroleum Association.

Committee Comments

The Committee and staff discussed why the Air District doesn't bill staff time to individual permits or facilities and suggested tracking similar to law-firm type billing; whether staff is working with industry to identify cost-saving measures and incentives to help reduce fees while pursuing cost recovery; discussed seeing timing/effort breakdowns would be instructive; praise for dashboards and Key Performance Indicator (KPIs) improving transparency and trust; whether permitting streamlining includes creating objective, upfront standards and expectations for regulated facilities, to reduce back-and-forth correspondence; discussed eliminating delinquency fee to reduce administrative burden for small businesses and reasons for this higher cost; and whether process improvements could reduce delinquencies; review of slide *Impact on Large Facilities – Permit Renewal* and to confirm definition and comparison between predicted and actual fee changes.

Committee Action

Director Jue made a motion, seconded by Director Haubert, to recommend that the Board **adopt** the proposed Fee Regulation Amendments; and the motion carried by the following vote of the Committee:

- AYES: Corzo, González, Haubert, Hopkins, Jue, Sell, Veenker.
- NOES: None.
- ABSTAIN: None.
- ABSENT: Colbert.

INFORMATIONAL ITEM

6. FINANCIAL AUDIT REPORT FOR FISCAL YEAR ENDING 2025

Pursuant to Section 9.2 of the Administrative Code, the Air District is required to undergo an independent financial audit annually. The Committee will review the audited financial statements and related reports for the fiscal year ending June 30, 2025, prepared by Simpson & Simpson, LLP. The audit was conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States, as well as Office of Management and Budget Circular A-133, which establishes federal audit requirements for entities that expend federal funds.

Joseph Moussa of Air District audit partner, Simpson & Simpson LLP, gave the presentation Fiscal Year 2025 Bay Area Air Quality Management District Presentation of Audit Results, including: agenda; Auditor’s required communications regarding Statement on Auditing Standards (SAS) No. 114; audit results and highlights of the basic financial statements; and audit results and highlights of the single audit.

Public Comments

No requests received.

Committee Comments

The Committee and staff discussed the timeline of the audit planning and verification of completion of personnel-related recommendations, and whether that will be reported at the next audit review; what would reduce the audit workload; discussed how to accelerate the audit timeline; the importance of timely audit opinions to access past performance; and asked for audit timeline comparison to corporate audits.

Committee Action

No action taken.

OTHER BUSINESS

7. PUBLIC COMMENTS ON NON-AGENDA MATTERS

No requests received.

8. COMMITTEE MEMBER COMMENTS

None.

9. TIME AND PLACE OF NEXT MEETING

Wednesday, May 20, 2026, at 1:00 p.m. The meeting will be held in-person at the Bay Area Metro Center and at satellite locations as may be specified on the meeting agenda using a remote teleconferencing link. Members of the Finance and Administration Committee and the public may attend at any of those in-person locations, and members of the public may also attend virtually via webcast.

10. ADJOURNMENT

The meeting was adjourned at 2:33 p.m.

Marcy Hiratzka
Clerk of the Boards

BAY AREA AIR DISTRICT
 Memorandum

To: Chairperson Juan González and Members of the Finance and Administration Committee

From: Chairperson Valerie J. Armento, Esq., and Members of the Hearing Board

Date: June 17, 2026

Re: Hearing Board Quarterly Report: January – April 2026

RECOMMENDED ACTION

No action requested.

DISCUSSION

This report covers the first four months (January – April) of 2026. During this four-month period, the Hearing Board:

- Held two hearings;
- Processed four orders; and
- Collected a total of \$38,385.00 in Hearing Board filing fees.

Below is a detail of Hearing Board activity during this period:

Docket: 3768 – Waste Management of Alameda County – Tri-Cities Landfill (Facility ID 2246) – Petition for Emergency Variance

Location: Alameda County; City of Fremont

Regulation(s): Air District Authority to Construct Permit Application #8366, Parts 4, 5, 6, 20; and Regulations 8-34-301.1 (Organic Compounds, Solid Waste Disposal Sites, Landfill Gas Collection and Emission Control System Requirements) and 8-34-305.1 (Organic Compounds, Solid Waste Disposal Sites, Wellhead Requirements)

Synopsis (excerpts from the Petition):

The Tri-Cities Landfill (Facility ID 2246) is an inactive essential public service Class II/III landfill that received non-hazardous municipal solid waste (MSW), green waste, and certain designated wastes between 1968 and 2013. In 2013, the Facility submitted a closure notification and put a final cap in place, with closure activities completed in early 2014. The Facility is equipped with a landfill gas collection and control system (S-1) (the GCCS) and an enclosed flare (A-3) (the Flare) used to abate landfill gas (LFG) collected by the GCCS. The Flare is used to destroy methane, organic compounds, and other LFG constituents.

Tri-Cities Recycling and Disposal Facility (TCRDF) experienced significant rainfall in early January which resulted in the flooding of the flare station. Because the A-3 flare is the only control device for the GCCS, this resulted in the total GCCS being shut down since January

4, 2026. The area has been dewatered yet the flare has not yet been able to restart due to the damage the flooding has caused.

It is and will be beyond Petitioner’s reasonable control to comply with Permit To Operate (PTO) Condition # 4 and Rule 8-34-301 requirements for continuous operation of the GCC, as well as PTO Condition # 5 and Rule 8-34-301 requirements for all collected LFG to be abated/processed by the Flare or apply vacuum to the system.

Because it provides an essential public service, the Facility must continue operating to meet obligations for managing MSW.

Requested Period of Variance: January 4, 2026 at 11:45 a.m. to February 3, 2026 at 11:45 am.

Estimated Excess Emissions: (Provided by Petitioner):

Emission Source	Regulated Air Pollutant	PTE
		lbs/day
Landfill during GCCS Downtime	Volatile Organic Compounds	59.73
	Non-Methane Organic Compounds	59.73
	Total Hazardous Air Pollutants	28.10

Fees collected this quarter: \$2,657.00

Status: Petition for Emergency Variance filed by Petitioner on 1/8/26; Hearing Board response filed and Order Granting Emergency Variance filed/issued on 1/14/26.

THE HEARING BOARD FOUND:

- A. *The Application properly could be ruled upon without notice and hearing.*
- B. *Applicant operates the Tri-Cities Landfill (the Facility) located in Fremont, CA.*
- C. *On January 4, 2026, due to heavy rains throughout the Bay Area and king tides from the adjacent bay waters, about one-third of the PLC, which houses the flare battery, was submerged in water. As a result of the wet battery pack, the entire site shut down, including the flare and associated equipment such as blowers, fans, and emergency generator. Due to the flooding and subsequent electrical damage to the stormwater pump, located just east of the flare station, the stormwater pump, which is normally able to pump 800 gallons per minute (GPM) of water, stopped working.*
- D. *Applicant requested an emergency variance period of January 4, 2026 (11:45 a.m.) to February 3, 2026 (11 ;45 a.m.). Applicant acted promptly to remove stagnant water around the flare station and water pump and involved contractors to identify damaged parts, deal with affected equipment and order and install new wiring. By January 12, 2026 the flare was operating normally. The site operators plan to install a redundant electrical system.*
- E. *The Applicant does meet the good cause standard for an issuance of an Emergency Variance under either the Hearing Board Rules or the applicable provisions of the Health and Safety Code.*

THE HEARING BOARD ORDERED:

The Application for Emergency Variance from Air District Permit Conditions #4, 5, 20; and Rules 8-34-30 I and 8-34-305.1, is hereby granted, for a period from January 4, 2026 until February 3, 2026.

Docket: 3769 – Silicon Valley Clean Water (SVCW) (Plant 1534) – Petition for Emergency Variance → Petition for Interim and Regular Variances

Location: San Mateo County; City of Redwood City

Regulation(s): Air District Authority to Construct Permit Application #26966, Parts 1, 3, 5; and Regulation 9, Rule 2, Section 301 (Inorganic Gaseous Pollutants, Hydrogen Sulfide, Limitations on Hydrogen Sulfide)

Note: This docket started as a Petition for Emergency Variance, but became a Petition for Interim and Regular Variances, as, halfway through the emergency variance process, the Petitioner requested a hearing and filed a new petition, effectively withdrawing and replacing the first petition. Excerpts from both petitions for emergency (EV) and interim/regular variance (I/RV) are included below, respectively.

Synopsis (excerpts from the Petition):

EV SVCW's (Plant 1534) odor control system (A-23) serves the Preliminary Treatment System, Receiving Lift Stations, Surge Flow Structure & Headworks (S-111). SVCW cannot curtail wastewater flow into its treatment plant. Emissions from this wastewater flow through the S-111 Preliminary Treatment System are controlled by the A-23 Packed Bed Scrubber. When the A-23 Scrubber is not operating, the vapor flows from the gravity-feed pipeline leading to S-111 and from S-111 itself will reach a positive pressure resulting in emissions.

On Wednesday 2/25/2026 at 0720 hours, Fan #2 for Scrubber A-23 catastrophically failed and broke through its fiberglass enclosure causing debris to scatter nearby. At the time of Fan #2's failure, Fan #1 was out of service and in the process of being rebuilt. SVCW decided both fans will remain out of service until the underlying issue is identified and resolved to prevent reoccurrence of equipment failure and for the safety of personnel and the community.

I/RV On Wednesday 2/25/2026 at 0720 hrs., Fan #2 for Scrubber A-23 catastrophically failed and broke through its fiberglass enclosure causing debris to scatter nearby. The system operates with redundant Fans #1 and #2. In November 2025, Fan #1 started making noises that were concerning. At that time, Fan #2 was placed in service, while Fan #1 was taken out of service to be investigated and rebuilt. Since November, the odor control system ran on Fan #2. Once Fan #2 failed, SVCW was aware of its noncompliance with permit conditions since both fans were out of service. SVCW decided that both fans will remain out of service as a precaution until the underlying root cause is identified and resolved to prevent reoccurrence of equipment failure and for the safety of SVCW personnel and the community.

Beginning 2/25/26, operational changes were performed to mitigate excess emissions and establish a temporary setup that allows passive airflow through the biofilters and carbon filters of the Packed Bed Scrubber odor control system.

EV Requested Period of Variance: February 25, 2026 to March 27, 2026

I/RV Requested Period of Variance: February 27, 2026 to August 21, 2027
EV Estimated Excess Emissions: (Provided by Petitioner):

Estimated excess emissions during the variance period:

H2S: 299.5 total pounds, 10.0 lbs/day

Fan #1 & #2 Shutdown

Pollutant	acfm	ppm	scf/mol	MW	lb/min	lb/hr	Total Hrs	Total Excess Emissions (lbs)	Net Emissions After Mitigation (lbs/day)
POC	1000	<3.10	385	16			720		
H2S	1000	78.5	385	34	0.007	0.42	720	299.5	10.0

Notes:

- 1) Concentration value (ppm) takes highest SVCW measurement and deducts 1.5 ppm H2S to get excess emissions. No excess POC emissions expected.
- 2) Assume 1000 acfm at pump station when both Fan #1 and Fan #2 are shutoff

I/RV Estimated Excess Emissions: (Provided by Petitioner): Excess H2S emissions from the gravity feed pipeline may have occurred prior to installing the portable fan on the A-23 Scrubber exhaust. The table below estimates maximum expected excess H2S emissions during this period.

Fan #1 & #2 Shutdown

Pollutant	acfm	ppm	scf/mol	MW	lb/min	lb/hr	Total Hrs	Total Excess Emissions (lbs)	Net Emissions After Mitigation (lbs/day)
POC	1000	<3.10	385	16			192		
H2S	1000	78.5	385	34	0.007	0.42	192	79.9	2.7

Notes:

- 1) Concentration value (ppm) takes highest SVCW measurement and deducts 1.5 ppm H2S to get excess emissions. No excess POC emissions expected.
- 2) Assume 1000 acfm at pump station when both Fan #1 and Fan #2 are shutoff
- 3) New portable fan installed 3/5/26; approximately 192 hours with Fan #1 and Fan #2 out of service.

EV Fees collected this quarter: \$2,657.00
I/RV Fees collected this quarter: \$18,371.00

Status: Petition for Emergency Variance filed by Petitioner on 2/27/26; Petitioner requested a hearing and expressed the intention to file a new petition (Clerk halted the emergency variance process upon approval of Hearing Board Chair, given on 3/5/26); Petition for Interim/Regular Variances filed on 3/13/26, effectively withdrawing and replacing the first petition; Notice of Hearing for Interim Variance filed and issued on 3/19/26; hearing for Interim Variance held on 3/24/26; Order Granting Interim Variance (filed 3/30/26) issued on 4/2/26; Notice of Hearing for Regular Variance filed and issued on 4/22/26; hearing for Regular Variance held on 5/19/26.

Docket: 3770 – Waste Management of Alameda County – Tri-Cities Landfill (Facility ID 2246) – Request for Short Variance

Location: Alameda County; City of Fremont

Regulation(s): Air District Authority to Construct Permit Application #8366, Parts 4, 5, 20; and Regulations 8-34-301.1 (Organic Compounds, Solid Waste Disposal Sites, Landfill Gas

Collection and Emission Control System Requirements) and 8-34-303 (Organic Compounds, Solid Waste Disposal Sites, Landfill Surface Requirements)

Synopsis (excerpts from the Petition): See Docket 3768 for additional background

On January 8, 2026, Petitioner applied for an Emergency Variance (EV) due to excessive rainfall that caused flooding at the Flare station and causing the Flare to shut down. The Hearing Board granted the requested Emergency Variance on January 14, 2026. The Emergency Variance period ran from January 4, 2026 to February 3, 2026.

It is necessary for Petitioner to conduct maintenance on the Flare to remove and replace its existing ceramic fiber blanket insulation and burners, and to repaint the exterior of the Flare. This work will require more than 240 hours and more than five (5) consecutive days of GCS shutdown time, and thus will not qualify for the Rule 8-34- 113 exemption from Rule 8-34-301 and Permit To Operate (PTO) Condition # 4 & 5 requirements.

Petitioner is currently in compliance but requires a variance from compliance with the specified rules and permit conditions to undertake the Flare maintenance project.

Requested Period of Variance: Petitioner requests that the variance begin on the first date of the Flare maintenance project, expected to be in April 2026. If the variance is granted, Petitioner will notify District counsel and staff two (2) business days before commencement of the variance period (based upon the start date of the project). Final compliance is expected to be achieved once the Flare maintenance project is complete, which is anticipated to take approximately 25 days total (including return to service).

Estimated Excess Emissions: (Provided by Petitioner):

Pollutant	Total Estimated Excess Emissions (lbs/day)
Volatile Organic Compounds (VOCs)	57.71
Toxic Air Contaminants (TACS)	3.64

Fees collected this quarter: \$7,350.00

Status: Application for Short Variance filed by Petitioner on 3/9/26; Notice of Hearing for Short Variance filed and issued on 3/23/26; hearing for Short Variance held on 4/7/26; Order Granting Short Variance filed/issued on 4/15/26.

THE HEARING BOARD FOUND:

Petitioner identified the need to perform maintenance on the Flare to remove and replace its existing ceramic fiber blanket insulation and burners, and to repaint the flare exterior. Performing this work and subsequent well tuning and return-to-service activities (together comprising the Project) requires suspending operation of the GCS and the Flare, making it beyond Petitioner's reasonable control to comply with the Air District rules and PTO conditions for the duration of the Project.

It is necessary for Petitioner to undertake the Project to avoid Flare failure in the long term. Based upon the proposals received, the Project will require more than 240 hours and more than five (5) consecutive days of GCS shutdown time and thus will not qualify for the limited exemption for inspection and maintenance activities that is set forth in Air District Rule 8-34-113. Petitioner requested a Short Variance from the above-referenced Air District rules and PTO conditions for the duration of the Project.

The following facts and conclusions support the Hearing Board making the findings in Health and Safety Code Section 42352 in support of granting the requested Short Variance.

(1) That the Petitioner for a variance is, or will be, in violation of Health and Safety Code Section 41701 or of any rule, regulation or order of the Air District.

For the duration of the Project, Petitioner will be in violation of Regulation 2, Rule 1, Section 307, which prohibits operation of equipment for which a PTO has been issued in violation of applicable permit conditions, because Petitioner will be operating the GCS and the Flare in violation of PTO Condition 8366, Sections 4, 5, and 20. Further, Petitioner will be in violation of Air District Regulation 8, Rule 34, Sections 301, 303, and 305.1t.

(2) That, due to conditions beyond the reasonable control of the Petitioner, requiring compliance would result in either (A) an arbitrary or unreasonable taking of property, or (B) the practical closing and elimination of a lawful business.

Non-compliance with the above-referenced Rules and PTO conditions will be beyond Petitioner's reasonable control during the Project. Petitioner needs to undertake the Project to avoid long-term operational issues with the Flare, which could include catastrophic failure. It is not possible to carry out the Project without suspending GCS and Flare operation while the work is undertaken, which in turn will cause non-compliance with the relevant Air District Rules and PTO conditions. Denial of the requested Short Variance and requiring compliance during the Project would cause an unreasonable burden to Petitioner in that Petitioner would either have to defer the Project and risk the possibility of significant Flare failure or proceed with the Project and be subject to monetary fines and penalties for violations of its PTO and the above-referenced Air District rules.

(3) That the closing or taking would be without a corresponding benefit in reducing air contaminants.

The significant harm to Petitioner, described above, would be without a corresponding benefit in reducing air contaminants, as such denial would not eliminate the necessity of undertaking the Project or greater emissions if the Flare were to catastrophically fail, which would likely result in a longer period of non-operation.

(4) That the Petitioner for the variance has given consideration to curtailing operations of the source in lieu of obtaining a variance.

Petitioner considered but cannot achieve compliance by curtailing operations in lieu of obtaining a variance. Because the Facility is an LFG control and processing facility, and LFG is a byproduct of decomposing waste that was historically placed in the landfill, Petitioner is unable to curtail the natural processes generating LFG and cannot stop LFG generation or emissions while the Project is implemented.

(5) During the period that the variance is in effect, that the Petitioner will reduce excess emissions to the maximum extent feasible.

Petitioner will reduce emissions to the maximum extent feasible during the variance period by minimizing GCS and Flare downtime and restoring them to operational capacity expeditiously once the Project is complete. Petitioner will ensure the isolation valves on the GCS main header piping connected to the Flare are closed while the Flare is out of service.

(6) During the period the variance is in effect, the Petitioner will monitor or otherwise quantify emission levels from the source, if requested to do so by the Air District, and report these emission levels to the Air District, pursuant to a schedule established by the Air District.

Petitioner will monitor or otherwise quantify emission levels and report these emission levels to the Air District pursuant to the conditions of this Order granting the Short Variance.

THE HEARING BOARD ORDERED:

Petitioner is granted a Short Variance in Docket No. 3770 subject to conditions requested by the District, for the period starting no earlier than April 13, 2026, and ending no later than 30 calendar days from the variance start date (which will correspond to the start of onsite Project work), from District Regulation 2, Rule 1, Section 307; Regulation 8, Rule 34, Sections 301, 303, and 305.1, and Permit to Operate (PTO) Condition 8366, Sections 4, 5 and 20.

Docket: 3771 – Air Products – Request for Short Variance

Location: Contra Costa County; City of Martinez

Regulation(s): Permit Condition #12271, Parts 29 and 31.

Synopsis (excerpts from the Petition):

The Air Products HP-3 unit (S-4160) Steam Methane Reformer (SMR) furnace (S-4161) is abated by Selective Catalytic Reduction (SCR) unit A41 61 at all times per Facility #A0011 Title V permit condition 12271 part 31 to ensure NOx emissions from the SMR stack meet the Title V limit. This variance is being requested to allow for preventative maintenance on the SCR ammonia injection system that will likely result in a short-term deviation of the limit.

For the SCR to function properly, ammonia and heated air are mixed together and injected into the flue gas at the SCR. To reach an approximate temperature of 550°F, the air injection is heated to approximately 600°F upstream of the mixer using an in-line heater. The heater is currently not performing to its full ability and is only reaching a maximum temperature of 450°F. The heater consists of 3 main components: a heater bundle, a temperature controller, and a solid-state control relay. The heating element (recently replaced under docket # 3767) and the temperature controller have been tested and found to be functioning. The solid-state control relay is currently indicating that it needs to be replaced.

To perform the solid-state control relay replacement, the ammonia injection system will need to be shut down and temporarily removed from service. Air Products predicts the

total time to replace the equipment will take less than 8 hours. Following replacement of the equipment, the ammonia injection will immediately be recommissioned and returned to service.

During this time, the SMR flue gas will not be abated, and NOx emissions will exceed the Title V limit of 10 ppm. The alternative case, to shut down and restart the unit to replace this heating element, would ultimately result in a greater net sum of NOx emissions (24-hour exemptions individually for shutdown and startup). Air Products notes that planned online replacement of the heating element will take substantially less time than an unplanned emergency repair.

The heating element for this unit was replaced under emergency variance Docket #3767 approved on December 10, 2025. This is a different component related to the same heater.

Requested Period of Variance: Air Products has the materials and personnel available to complete the replacement. If approved, work can commence within 5 working days (3/17/26). Work could end within 8 hours of starting the solid-state control relay replacement.

Estimated Excess Emissions: (Provided by Petitioner):

Online Repairs: Estimated NOx Emissions for 8 hour period = 80 lbs.

Shutdown and Restart of HP-3 Unit: Estimated NOx Emissions= 541.2 lbs (based on actual data from previous shutdown and startup).

Mass emissions come from actual startup and shutdown CEMS data. During the last variance period, uncontrolled NOx emissions averaged 22 lbs per hour. This task is assumed to take 8 hours (one shift) so multiplying by 8 hours, we reach 176 lbs. of expected NOx emissions during the repair period.

Fees collected this quarter: \$7,350.00

Status: Application for Short Variance filed by Petitioner on 3/12/26; Notice of Hearing for Short Variance filed and issued on 3/23/26; Petitioner requested to withdraw petition and Hearing Board Chair agreed on 3/30/26; Order for Dismissal filed/issued on 4/6/26.

The above-entitled matter was filed on March 12, 2026.

Applicant submitted a request to withdraw application on March 30, 2026.

FOR GOOD CAUSE, in accordance with Section 15.8 of the Hearing Board Rules, the HEARING BOARD ORDERS that the Application be and is hereby dismissed and all future hearings for Docket No. 3771 are canceled.

Docket: 3772 – INTERNATIONAL DISPOSAL CORP. OF CALIFORNIA and BROWNING FERRIS INDUSTRIES OF CALIFORNIA INC., a/k/a Newby Island Resource Recovery Park – Petition and Request for Conditional Order for Abatement

Location: Santa Clara County; City of Milpitas

Regulation(s): Air District Rules including: 2-1-301 and 302; 8-34-414.3, 414.4; 8-34-301.2, 303; Cal. Code of Regs., Title 17, §§ 95464, subd. (b)(1)(B), 95465, subd. (a)(1).

The Air District has issued 53 Notices of Violations (NOVs) for ongoing and recurring noncompliance issues at Newby that violate air quality regulations, permit conditions, and emission standards designed to protect community health and prevent environmental degradation. These NOVs fall into the following seven categories:

- Operating the landfill without a gas collection system that is continuously running;
- Operating the landfill wells outside of the required limits for pressure, oxygen, and temperature;
- Operating the landfill’s emission control flares below their minimum temperature limits;
- Recurring hydrogen sulfide emission exceedances at the landfill;
- Operating the Materials Recovery Facility (MRF) without a permit from the Air District;
- Generating odors that cause a public nuisance.

Synopsis: (excerpts from the Air District):

Petitioner requests that the Hearing Board issue a Conditional Order for Abatement directed to International Disposal Corp. of California and Browning-Ferris Industries of California Inc. (collectively, “Respondents”) to enjoin further violations of Air District regulations and emission standards. Respondents own and operate Newby Island Resource Recovery Park (“Newby”), Air District Facility ID No. 9013, located at 1601 Dixon Landing Road in Milpitas, Santa Clara County, California. Newby is a one-stop shop for waste management and recycling services that encompasses a state-of-the-art composting facility, an automated Materials Recovery Facility that processes a wide array of recyclable materials, and one of the largest active landfills in California. Newby processes approximately 2.1 million tons of municipal solid waste, yard and food scraps (“green waste”), and recyclables each year. Newby’s landfilling and recycling operations are also a source of hazardous and odorous air pollution that adversely affects local air quality and endangers the public health and welfare.

Fees collected this Quarter: N/A

Status: Petition and Request for Conditional Order for Abatement filed by Complainant on 4/9/26; on 4/27/26, Respondent filed Answer of Respondents International Disposal Corp. of California and Browning-Ferris Industries of California, Inc. to Petition and Request for Conditional Order For Abatement; Notice of Hearing (6/9/26) filed and issued 5/5/26; on 5/12/26, Respondent filed Air Pollution Control Officer's Reply to Respondent’s Answer; on 5/28/26, joint request from parties to continue the hearing until 7/12/26 submitted, and Hearing Board Chair agreed (on 5/29/26).

Respectfully submitted,

/s/ Valerie J. Armento

Valerie J. Armento, Esq.
Chair, Hearing Board

Prepared by: Marcy Hiratzka

Reviewed by: Vanessa Johnson

BAY AREA AIR DISTRICT
Memorandum

To: Chairperson Juan González and Members
of the Finance and Administration Committee

From: Philip M. Fine
Executive Officer/APCO

Date: June 17, 2026

Re: Fiscal Year 2025-2026 Third Quarter Reporting of Payments for Routine and
Recurring Goods/Services Expenses and Contracts Executed under
Delegated Authority

RECOMMENDED ACTION

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

BACKGROUND

The Board of Directors has authorized the Executive Officer/Air Pollution Control Officer (APCO) to execute certain contracts without further Board approval as a matter of administrative convenience. This authorization is provided in the Administrative Code and requires the Executive Officer/APCO to provide a report of such activities to the Board of Directors.

DISCUSSION

Attached, in accordance with the Air District's Administrative Code, Section 9.4, is the third quarter Fiscal Year 2025-2026 report of vendor payments for routine and recurring essential services and contracts executed under delegated authority by the Executive Officer/APCO.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Erica Flahan
Reviewed by: Hyacinth Hinojosa

ATTACHMENT(S):

1. Fiscal Year Ending 2026 Q3 Report of Vendor Payments for Routine and Recurring Essential Services and Contracts

**Air District Report of Vendor Payments for Routine and Recurring
Essential Services and Contracts Executed Under Delegated Authority**

Third Quarter Fiscal Year 2025 -2026, Ending March 31, 2026

Contracts and Payments for Select Goods/Services Expenditures

The Air District’s Administrative Code Section 9.4(e) authorizes the Executive Officer/APCO to renew contracts for specific categories of routine, recurring goods and services without requiring formal Board of Directors approval. This provision is intended to streamline procurement for essential expenditures without further approval by the Board due to their recurring nature.

To ensure transparency, Air District staff are required to report all contract renewals executed and expenditures made under this procurement provision to the Board of Directors with the quarterly financial report. This informational report provides a summary of such contract renewals for the third quarter of Fiscal Year (FY) 2025 - 2026 to accompany the third quarter FY 2025 - 2026 financial report which will be presented as an informational report on the same Committee meeting agenda as a consent item.

The eligible categories of goods and services under this provision are strictly limited to essential and recurring needs: utilities; insurance; employee benefits; fueling and charging of Air District vehicles; Bay Area Headquarters Authority common area and shared services expenses; real property leases and license agreements; software services; cloud-based information infrastructure and services; OEM equipment warranties; and equipment leases. These expenditures support the Air District’s ongoing operations and ensure continuity of critical services.

The tables below list all such goods and services contract renewals executed, and payments made, in the reporting period.

Quarter 3 FY 2025 - 2026 Contract Renewals Executed for Select Essential Goods/Services:

The following contract renewals were executed under this provision during the third quarter of FY 2025 - 2026.

Vendor	Synopsis	Renewal Amount	Total Contract Value	Date Executed
Software Licenses, Warranties, Maintenance, and Support Services				
Naviant Inc.	Hyland OnBase Subscription License and Software Support	\$274,330.80	\$555,988.60	01/14/2026

**Air District Report of Vendor Payments for Routine and Recurring
Essential Services and Contracts Executed Under Delegated Authority**

FY 2025 - 2026 Routine and Recurring Vendor Payments by Category:

The following payments were made under this provision during the first, second, and third quarters of FY 2025 - 2026.

Payment Categories	Amount Paid (July 1, 2025 – March 31, 2026)
AIR DISTRICT INSURANCE	
ALLIANT INSURANCE SERVICES, IN	\$1,009,245.72
BENEFIT COORDINATORS CORPORATION - LIFE INSURANCE	\$1,212,679.35
BAY AREA HEADQUARTERS AUTHORITY (SHARED SERVICES EXPENSES)	
BAY AREA HEADQUARTERS AUTHORITY	\$3,903,032.43
CLOUD BASED INFORMATION INFRASTRUCTURE AND SERVICES	
ASSET PANDA, LLC	\$45,900.00
CARAHSOFT TECHNOLOGY CORPORATI	\$108,593.36
DAYFORCE US, INC.	\$232,901.91
DELL MARKETING LP	\$1,263,520.50
DENOVO VENTURES, LLC	\$169,930.32
DOCUSIGN	\$54,909.86
EPLUS TECHNOLOGY, INC.	\$43,048.18
EUNA SOLUTIONS, INC.	\$69,180.64
MICROSOFT CORPORATION	\$745,368.00
OFFICESPACE SOFTWARE INC.	\$36,524.22
ORACLE AMERICA, INC.	\$98,682.07
THOMSON REUTERS - WEST PAYMENT	\$56,647.53
EMPLOYEE HEALTH AND BENEFITS	
BENEFIT COORDINATORS CORPORATION - DENTAL	\$728,232.23
CA PUBLIC EMP RET SYSTEM - HEALTH	\$9,698,242.83
CA PUBLIC EMP RET SYSTEM - PENSION	\$8,159,121.46
CALIFORNIA VISION SERVICE PLAN	\$103,624.38
METROPOLITAN LIFE INSURANCE CO	\$50,160.00
P & A ADMINISTRATIVE SERVICES	\$742,843.14
SEDGWICK CLAIMS MANAGEMENT SER	\$43,851.00
EQUIPMENT LEASES	
CANON FINANCIAL SERVICES, INC.	\$32,712.84
ENTERPRISE FLEET SERVICES	\$212,612.60
FUEL AND CHARGE EXPENSES	
WEX FLEET UNIVERSAL-ENTERPRISE	\$108,358.57

**Air District Report of Vendor Payments for Routine and Recurring
Essential Services and Contracts Executed Under Delegated Authority**

Payment Categories	Amount Paid (July 1, 2025 – March 31, 2026)
OEM EQUIPMENT MAINTENANCE AND WARRANTIES	
PROPERTY LEASES AND LICENSE AGREEMENTS	
HOLLIS PROPERTY	\$118,786.67
LAO FAMILY COMMUNITY DEVELOPME	\$59,000.67
MARINA BAY CROSSING, LLC	\$49,236.06
NIBBI INVESTMENTS	\$36,860.00
PACIFIC GATEWAY PROPERTIES, IN	\$58,452.00
WANG BROTHERS INVESTMENTS, LLC	\$367,540.02
WESTERN PACIFIC PROPERTY, LLC	\$75,204.76
ZUCKERMAN CONSTRUCTION CO	\$48,139.78
SOFTWARE LICENSES, WARRANTIES, MAINTENANCE, AND SUPPORT SERVICES	
ADAPTALYTICS, LLC	\$32,987.25
AGREEYA SOLUTIONS, INC.	\$97,192.50
CALLTOWER, INC	\$41,797.72
CASEWARE INTERNATIONAL INC.	\$39,816.00
CDW GOVERNMENT	\$54,152.27
CIPHEREX INC.	\$117,018.00
CLEARSPARC	\$973,581.00
COMPLETE DISCOVERY SOURCE INC.	\$35,008.36
DVBE CONNECT INC	\$1,448,116.45
GOLDEN STAR TECHNOLOGY INC.	\$93,678.00
LIGHTBOX PARENT, L.P.	\$42,240.00
NAVIANT, INC	\$165,338.87
NETCENTRIC TECHNOLOGIES DBA CO	\$86,560.00
OSHYN INC.	\$429,037.38
PRODIGY CONSULTING LLC	\$65,000.00
SUPPORTFOCUS, INC.	\$89,070.00
TRYFACTA, INC.	\$72,314.05
UTILITIES	
AT & T CALNET; AT&T; AT&T MOBILITY; AT&T U-VERSE	\$123,088.06
COGENT COMMUNICATIONS, INC.	\$36,450.00
COMCAST; COMCAST CABLE COMMUNICATIONS	\$188,787.26
PACIFIC GAS & ELECTRIC COMPANY	\$225,632.31
VERIZON WIRELESS	\$188,229.92

**Air District Report of Vendor Payments for Routine and Recurring
Essential Services and Contracts Executed Under Delegated Authority**

Contracts Executed under Board-Delegated Contracting Authority

Under Section 9.4(b) of the Administrative Code, the Executive Officer/APCO is delegated the authority to execute contracts in the amount that does not exceed two hundred thousand dollars (\$200,000) without further approval by the Board of Directors. The Executive Officer/APCO is required to report such contracts to the Board of Directors if they exceed one hundred thousand dollars (\$100,000).

Additionally, pursuant to Section 9.4(c) of the Administrative Code, the Executive Officer/APCO may execute contract amendments without Board of Directors approval when either (1) the total contract amount, as amended, does not exceed two hundred thousand dollars (\$200,000), or (2) for contracts previously approved by the Board, the cumulative value of all amendments since the last Board approval does not increase the contract amount by more than the lesser of two hundred thousand dollars (\$200,000) or 25%. The Executive Officer/APCO is required to report to the Board of Directors any amendments that cause a contract to exceed one hundred thousand dollars (\$100,000) in total value, or that increase the value of a contract already exceeding one hundred thousand dollars (\$100,000) by more than 25%.

For reporting purposes, the total contract value is calculated by combining the base contract value with any approved amendments and option years. The following tables provide a summary of contracts and contract amendments executed under these provisions during the third quarter of FY 2025 - 2026.

New Contracts Executed Under Section 9.4(b):

Vendor	Synopsis	Total Contract Value	Date Executed
Civic Initiatives LLC	Public Procurement Assessment & Implementation Support	\$175,000.00	02/27/2026
Fluxx Labs, Inc.	Subscription Licenses for Fluxx Grants Management System for the Clean Cars for All Program	\$199,750.00	02/02/2026
Laura M. Eanes	Air District Photography Services	\$200,000.00	01/29/2026
Network Television Time, Inc. dba GovTV	Offsite Video Production and Language Services for various Air District meetings	\$200,000.00	01/14/2026
Prodigy Consulting, LLC	Azure Artificial Intelligence Development Services	\$194,500.00	03/27/2026
TRISTAR Claims Management Services, Inc.	Third Party Administrator for Workers Compensation Program	\$200,000.00	01/06/2026

**Air District Report of Vendor Payments for Routine and Recurring
Essential Services and Contracts Executed Under Delegated Authority**

Contract Amendments Executed Under Section 9.4(c):

Vendor	Synopsis	Previous Approved Amount	Increase	Total Contract Value	Date Executed
Best Best & Krieger LLP	Legal Services Contract for Insurance Coverage Advice related to Personnel Litigation	\$80,000.00	\$40,000.00	\$120,000.00	03/12/2026
Denovo Ventures, LLC	Statement of Work #5 – JDE EnterpriseOne NPS Integration Project	\$2,111,789.00	\$47,482.00	\$2,159,271.00	01/26/2026
InterEthnica	Facilitation Services for Community Investments Office	\$90,000.00	\$25,000.00	\$115,000.00	03/10/2026
KORE1, LLC	Employee Recruitment Services	\$70,000.00	\$62,000.00	\$132,000.00	03/24/2026
OpenGov, Inc	OpenGov Procurement - Request Management Module and eSignatures	\$126,527.23	\$52,936.80	\$179,464.03	03/10/2026
Pacific Policy Group	Legislative Advocacy Services	\$72,000.00	\$90,000.00	\$162,000.00	01/30/2026

BAY AREA AIR DISTRICT
Memorandum

To: Chairperson Juan González and Members
of the Finance and Administration Committee

From: Philip M. Fine
Executive Officer/APCO

Date: June 17, 2026

Re: Fiscal Year 2025-2026 Third Quarter Financial Report, from July 1, 2025 to
March 31, 2026

RECOMMENDED ACTION

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

BACKGROUND

A financial report is submitted to the Committee quarterly for the relevant reporting period covering from the beginning of the fiscal year to the most recent quarter-end.

This report provides an overview of the General Fund's financial activities from the first quarter to the third quarter of fiscal year 2025-2026, including preliminary results for revenue, expenditures, cash account balances and investment earnings for the reporting period.

DISCUSSION

Attachment A provides the financial report for the Fiscal Year 2025-2026, from July 1, 2025, to March 31, 2026.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Jun Pan
Reviewed by: Stephanie Osaze

ATTACHMENT(S):

- 1. A-FYE 2026Q3 2026-03-31 Financial Report

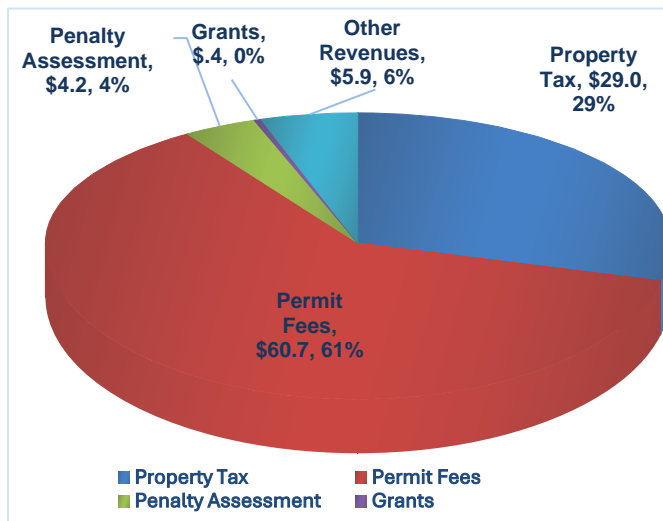
Attachment A: Financial Summary for the First Three Quarters (from July 1, 2025 to March 31, 2026) of Fiscal Year 2025-2026

This report provides an update on the Air District's financial performance for the first three quarters of the 2025-2026 fiscal year, covering the period from July 1, 2025, through March 31, 2026. As of the third quarter, General Fund revenues total \$100.2 million, with expenditures at \$99.86 million. Revenues are in line with expectations, and no significant changes are anticipated through the end of the fiscal year on June 30, 2026. Expenditures, such as professional services, may fluctuate based on when work is performed under contract terms, making them less predictable for projecting through the end of the fiscal year.

FINANCIAL RESULTS

The following information summarizes the first three quarters financial results for fiscal year ending (FYE) 2025-2026 (July 1, 2025 to March 31, 2026)

TABLE 1: FISCAL YEAR 2025-2026 GENERAL FUND REVENUE OVERVIEW



FYE 2026 Q3 (as of 3/31/26) General Fund Revenues	in Millions	% of Total
Property Tax	\$29.0	29%
Permit Fees	\$60.7	61%
Penalty Assessment	\$4.2	4%
Grants	\$.4	0%
Other Revenues	\$5.9	6%
Total	\$100.2	100%

Summary of Table 1

As of March 31, 2026, total revenue recognized a total of \$100.2 million. Permit Fees and Property Tax are the largest revenue sources in the General Fund, totaling \$60.7M and \$29M, respectively.

TABLE 2: GENERAL FUND REVENUE – BUDGET VS ACTUAL (IN MILLIONS \$)

Categories	FYE 2026 Adopted Budget	FYE 2026 Amended Budget	FYE 2026 Actual (as of 3/31/26)	Percentage of Amended Budget
Property Tax	\$47.6	\$47.6	\$29.0	61%
Permit Fees*	\$68.4	\$68.4	\$60.7	89%
Penalty Assessment	\$4.0	\$4.0	\$4.2	105%
Grants (includes AB617)	\$17.9	\$17.9	\$.4	2%
Other Revenues	\$8.6	\$8.6	\$5.9	69%
Total Revenues	\$146.5	\$146.5	\$100.2	68%

* Permit Fees				
Application & Renewal Fees	\$48.4	\$48.4	\$45.7	94%
Title V Permit Fees	\$8.5	\$8.5	\$6.2	73%
Asbestos Fees	\$3.3	\$3.3	\$2.8	84%
Toxic Inventory Fees	\$1.2	\$1.2	\$.4	33%
Community Health Impact Fees	\$1.2	\$1.2	\$1.1	89%
Criteria Toxic Reporting Fees	\$1.8	\$1.8	\$1.6	85%
Greenhouse Gas Fees	\$4.0	\$4.0	\$3.0	75%
Other Fees	\$.1	\$.1	\$.0	93%
Total Permit Fees	\$68.4	\$68.4	\$60.7	89%

Summary of Table 2:

- Overall revenue recognized for the first three quarters of the fiscal year represents 68% of the budget, which is on target with projections.
- Property tax is 61%, which is based on the normal timing of the revenues received by the end of March 2026. This ratio is consistent with the same period last year. Property tax largest receipts are usually received in December and April timeframe.
- Permit fees are consistent with the annual progress of the permitting process.
- Grant revenues recognition occurs usually at the end of the fiscal year when the grant activities are reconciled and charged to the grant funds. This portion of funding is mainly related to AB 617 and EPA programs.
- Other revenues are on target and consistent with market trend (mainly interest earning)

TABLE 3: GENERAL FUND REVENUE PRIOR YEARS TREND VS. CURRENT YEAR (IN MILLIONS \$)

Major Categories	FYE 2024 (As of 3/31/2024)	FYE 2025 (As of 3/31/2025)	FYE 2026 (As of 3/31/2026)	\$ DIFF FY26 - FY25
Property Tax	\$27.0	\$28.8	\$29.0	\$.1
Permit Fees*	\$60.3	\$58.4	\$60.7	\$2.2
Penalty Assessment	\$3.0	\$4.6	\$4.2	(\$.4)
Grants (includes AB617)	\$.4	\$1.9	\$.4	(\$1.5)
Other Revenues	\$4.1	\$5.7	\$5.9	\$.2
Total Revenues	\$94.9	\$99.6	\$100.2	\$.6

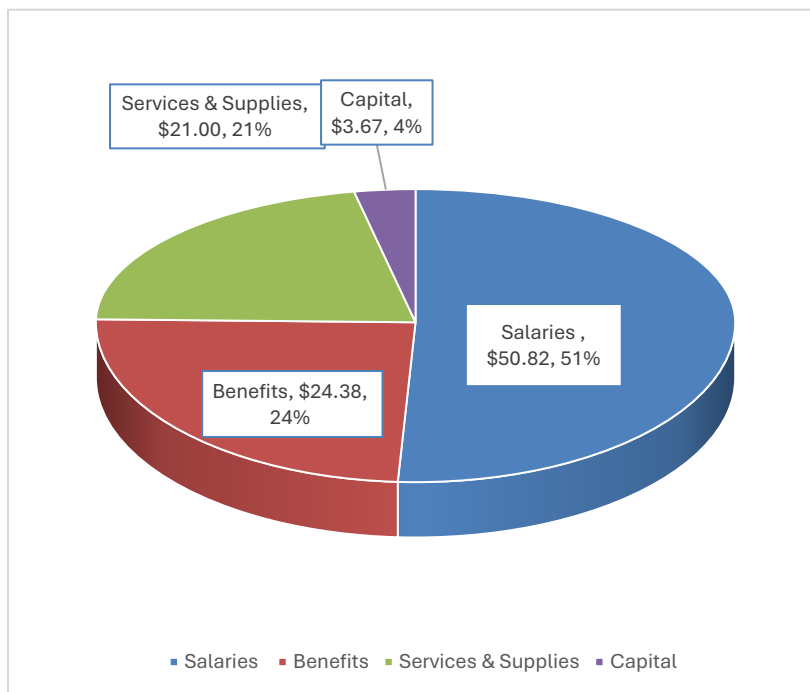
*Permit Fees	(As of 3/31/2024)	(As of 3/31/2025)	(As of 3/31/2026)	\$ DIFFERENCE
Application & Renewal Fees	\$45.1	\$43.8	\$45.7	\$1.9
Title V Permit Fees	\$5.6	\$5.7	\$6.2	\$.5
Asbestos Fees	\$2.7	\$2.7	\$2.8	\$.1
Toxic Inventory Fees	\$1.0	\$.9	\$.4	(\$.5)
Community Health Impact Fees	\$1.0	\$1.1	\$1.1	\$.0
Criteria Toxic Reporting Fees	\$1.4	\$1.4	\$1.6	\$.1
Greenhouse Gas Fees	\$3.3	\$2.8	\$3.0	\$.1
Other Fees	\$.3	\$.1	\$.0	(\$.0)
Total Permit Fees	\$60.3	\$58.4	\$60.7	\$2.2

Summary of Table 3:

- Property tax revenue increased as expected due to growth in tax assessments from previous years
- Permit fees increase consistently with fee rate increase
- The \$4.2M Penalty assessment represents the General Fund portion only which supports general activities.
- Grant revenue decreased due to EPA revenue delay (Timing)
- Other revenues increased mainly due to interest income earned as of March 2026.

TABLE 4: FISCAL YEAR 2025-2026 GENERAL FUND EXPENDITURE OVERVIEW

FYE 2026 Q3 (as of 3/31/26) General Fund Expenditures	in Millions	% of Total
Salaries	\$50.82	51%
Benefits	\$24.38	24%
Services & Supplies	\$21.00	21%
Capital	\$3.67	4%
Total	\$99.86	100%



Summary of Table 4:

As of March 31, 2026, total expenditure recognized a total of \$99.86 million. Salaries and Benefits are the largest expenditure costs in the General Fund, totaling \$50.82M and \$24.38M respectively.

TABLE 5: GENERAL FUND EXPENDITURE – BUDGET VS ACTUAL (IN MILLIONS \$)

Major Categories	FYE 2026 Adopted Budget	FYE 2026 Amended Budget	FYE 2026 Actual (as of 3/31/26)	Percentage of Amended Budget
Personnel - Salaries	\$76.0	\$76.0	\$50.8	67%
Personnel - Benefits	\$34.3	\$34.3	\$24.4	71%
Operational Services and Supplies	\$46.5	\$61.5	\$21.0	34%
Capital Outlay	\$6.5	\$7.1	\$3.7	52%
TOTAL	\$163.3	\$178.8	\$99.9	56%

*Consolidated Personnel Salaries & Benefits				
Personnel - Salaries	\$83.2	\$83.2	\$54.8	66%
Personnel - Benefits	\$37.5	\$37.5	\$26.0	69%
Total	\$120.7	\$120.7	\$80.8	67%

*Consolidated includes both General Fund and Special Fund

Summary of Table 5:

- Amended Budget includes carryover of FYE 25 encumbrances as authorized by the board.
- Salaries and benefits are consistent with the budgeted projections and reflect lower costs in the 3rd quarter of the fiscal year due to vacancies.
- Actual Services/Supplies and Capital expenses are lower due to the timing of payments for services rendered.

TABLE 6: EXPENDITURE PRIOR YEARS TREND VS. CURRENT YEAR (IN MILLIONS \$)

Major Categories	FYE 2024 (As of 3/31/2024)	FYE 2025 (As of 3/31/2025)	FYE 2026 (As of 3/31/2026)	\$ DIFF FY26 - FY25
Personnel - Salaries	\$42.5	\$48.3	\$50.8	\$2.5
Personnel - Benefits	\$20.0	\$22.4	\$24.4	\$2.0
Operational Services and Supplies	\$19.7	\$22.8	\$21.0	(\$1.8)
Capital Outlay	\$3.0	\$5.9	\$3.7	(\$2.2)
Total Expenditures	\$85.1	\$99.4	\$99.9	\$5

*Consolidated Personnel Salaries & Benefits				
Personnel - Salaries	\$46.3	\$52.2	\$54.8	\$2.6
Personnel - Benefits	\$21.4	\$24.0	\$26.0	\$2.0
Total Consolidated	\$67.8	\$76.2	\$80.8	\$4.6

*Consolidated includes both General Fund and Special Fund

Summary of Table 6:

- Salary expenses are higher in FYE 2026, due to general wage adjustments and more filled positions
- Benefit expenses are higher in FYE 2026, due to the higher insurance premiums, transit, and retirement costs
- Capital costs are lower in FYE 2026 due to less science equipment purchase and less expending in Information Technology infrastructure, both major science equipment and IT infrastructure replacement in FYE 2025.

TABLE 7: CASH ACCOUNT BALANCES – AS OF THE THIRD QUARTER:

CASH/INVESTMENTS	FYE 2025 (as of 03/31/2025)	FYE 2026 (as of 03/31/2026)
General Fund	\$234,184,451	\$255,153,226
Transportation for Clean Air (TFCA)	\$155,745,493	\$152,549,627
Mobile Source Incentive Fund (MSIF)	\$86,704,213	\$93,810,368
Carl Moyer	\$166,594,046	\$158,162,805
CA Goods Movement	\$20,964,158	\$21,412,913
Air Quality Projects (Other)	\$1,585,539	\$1,302,839
Vehicles Mitigation	\$61,123,242	\$64,609,163
Total	\$726,901,142	\$747,000,941

Summary of Table 7: FYE 2026 third quarter cash increased by approximately \$20 million compared to the same period in FYE 2025. This increase in these cash accounts is caused by increasing funding opportunities, positive investment returns, and large penalty assessments collected in the current year.

TABLE 8: DETAIL DESCRIPTION OF CASH ACCOUNTS

Cash and Investments with County Treasury:	Description/Purpose
(Based on Mar 2026 Account Balance) (In Million \$)	
General Fund (GF)	
General Operation \$88.3	General Operation
Local & Regional Benefits \$122.4	Penalty Assessment Community Benefits
Restricted \$44.5	Section 115 Prefunding Pension Trust & Debt Service
Total General Fund \$255.2	
Special Funds (Grant Funds) \$491.8	Grant Funds
Total \$747.0	

Summary of Table 8

The Air District’s cash total on March 31, 2026, of \$747 million represents 7.7% of the \$9.7 billion in the San Mateo County Investment Pool.

- March 31, 2026, net investment earnings are 3.990%
- The average maturity of the portfolio is 2.76 years.
- The third quarter General Fund interest earned is \$2.47M
- Of the \$255.2M total General Fund balance, \$88.3 million is available for general operations.

TABLE 9: Detail Description of Special Fund Grant Cash Account

Special Funds (Grant Funds):	Description/Purpose
TFCA \$152.5 Transportation for Clean Air	Programs for on-road vehicles emission reduction (trucks, buses and charging infrastructure, Vehicle Buy-Back, Clean Cars 4 All, trip reduction, and Spare the Air) and pass through funding for local transportation agencies
MSIF \$93.8 Mobile Source Incentive Fund	Mobile source emission reduction programs and match funds for Carl Moyer Program
Carl Moyer \$158.2	State funding under Carl Moyer, Community Air Protection Incentives, and FARMER programs to reduce emission reductions from mobile sources and reduce exposures to pollution in communities.
Good Movement \$21.4	Emission Reduction Programs (Projects eligible for Goods Movement I-Bond Funding)
Air Quality Projects \$1.3	Miscellaneous funding sources; project eligibility is specific to each source
Vehicles Mitigation \$64.6	Volkswagen Environmental Mitigation Trust statewide programs reducing NOx emissions (Light-duty charging stations and zero-emissions port, freight, and marine projects)
Total Special Funds \$491.8	

BAY AREA AIR DISTRICT
 Memorandum

To: Chairperson Juan González and Members
 of the Finance and Administration Committee

From: Philip M. Fine
 Executive Officer/APCO

Date: June 17, 2026

Re: Authorization to Amend Contract with Oshyn, Inc. for Enterprise Technology
 Solutions Services

RECOMMENDED ACTION

Recommend to the Board of Directors that the Board authorize the Executive Officer/APCO to amend the contract with Oshyn, Inc. to increase the total not-to-exceed dollar amount of the contract by \$600,000, from \$1,154,568 to \$1,754,568, to support online services maintenance, operations, software documentation and knowledge transfer services over the 12-month period beginning August 2026.

BACKGROUND

Last year, the Air District's online services and website operations underwent an internal operational efficiency review and a competitive vendor selection aimed at increasing efficiency and controlling costs. Prior to that effort, annual costs for maintenance and operations of the website totaled over \$1.1 million (M). Last year, as a direct result of improved operations and collaboration with the newly selected vendor Oshyn, Inc, the Air District was able to reduce its annual operating costs for these functions by 50% from approximately \$1.1M to \$524,000. Because the vendor has exceeded expectations, we have continued to expand the vendor's role to deliver new functionality and support on other related information management systems.

The initial Master Services Agreement with Oshyn Inc. was approved by the Board of Directors on February 5, 2025, for \$624,000 and provides services for 2 program areas:

- **Online Services (ONS) Web Content Management and Digital Services. (\$524,000)**

Support the Air District's online presence by managing and modernizing websites, digital platforms, infrastructure, marketing tools, and supporting services. Deliver Sitecore, Azure, and supporting services that ensure accessibility, security, and alignment with organizational goals. Customize and integrate web solutions using industry-standard tools to enhance functionality.

- **Phase I of Permitting and Compliance System Software Documentation and Knowledge Transfer Services. (\$100,000)**

In response to recommendations from the My Air Online management audit, provide clear and comprehensive documentation for the Air District's software systems to support operational continuity and future development. Facilitate effective knowledge sharing between teams, partners, and consultants through training, interactive sessions, and structured documentation. Ensure that technical, user, and operational resources are accessible in formats that meet the Air District's needs. Support smooth transitions and long-term usability by maintaining an organized repository of critical information and addressing any gaps through ongoing feedback.

On April 7, 2025, the Master Services Agreement with Oshyn Inc. was amended to \$629,568 to include:

- **Communications Website Integration Services for the 2024 Annual Report (\$5,568)**

The Air District produces an Annual Report each year highlighting accomplishments, progress on air quality programs, budget and strategic initiatives, and community impact. Additional funding added to support the online version of the Annual Report.

On June 13, 2025, the Master Services Agreement with Oshyn Inc. was amended to \$954,568 to include:

- **Phase II of Permitting and Compliance System Software Documentation and Knowledge Transfer Services (\$325,000)**

Broadened and expanded the software development documentation to front end architecture and design for business processes. Phase II will conclude the planned work to complete the core documentation for the Permitting & Compliance System functionality as recommended under the Management Audit.

On December 2, 2025, the Master Services Agreement with Oshyn Inc. was amended to \$1,154,568 to include:

- **Communications Website Services for the 2025 Annual Report (\$200,000)**

Development services, content support, testing, and publishing services for the Air District's Annual Report and Appliance Rules Know Your Facts websites.

Vendor Qualification

On August 19, 2024, the Air District issued Request for Qualifications (RFQ) 2024-009 for IT Consulting Services in the following categories:

- Software Development
- Web Content Management
- InformationTechnology (IT)Project Management
- Software Documentation
- Knowledge Transfer

The Air District received forty-six (46) submissions under this procurement, and an evaluation panel of Air District staff qualified a total of nine (9) vendors across the various categories to form a qualified pool of vendors under which additional requests for proposals were solicited for the multiple deliverables listed under this authorization request. A panel of Air District staff evaluated the additional proposals, resulting in the authorization request for the recommended amounts listed in Table 1.

Oshyn Inc. was further selected for this specific work through a competitive Project Solicitation under Request for Task Orders 1, 2, and 4 and through Requests for Exemption for Task Orders 3 and 5. Oshyn Inc., has been responsive and has executed and delivered successfully across all work under this contract.

DISCUSSION

The proposed contract authorization will allow the Air District to:

- Continue with new lower cost necessary operations and maintenance for the Air District's public-facing website environment, including Sitecore CMS support, troubleshooting, releases, security controls, patching, and system updates to keep current websites stable and available
- Support website templates, components, integrations, and public-facing web tools, including migration of the Meeting Livestream Broadcast integration, while longer-term website modernization planning continues
- Update and maintain clear and comprehensive software documentation on Permitting & Compliance System on a quarterly basis to support operational continuity and future development
- Support creation of job aids, user guides, and training materials for Permitting Division that support major Permitting & Compliance System software releases, enabling Permitting staff to efficiently understand new features, user interfaces, and workflows

Contract Authorization Request

If approved, this authorization will allocate \$600,00 over the 12-month period starting August 2026 to support website maintenance and operations, and core permitting and compliance system development and maintenance.

Table 1 Requested Authorization for Oshyn

Section	Procurement Method	Service Description	Not to Exceed for this Authorization	Total Amount Contracted
Online Services (Program 309)	RFQ# 2024-229	Maintenance and Operations for Website Management	\$500,000	
Managed Software Development (Program 125)	RFQ# 2024-229	Software Documentation and Knowledge Transfer Services	\$100,000	
OSHYN AMENDMENT TOTAL:			\$600,000	\$1,754,568

BUDGET CONSIDERATION/FINANCIAL IMPACT

The total amount requested for this contract extension is \$600,000 and is included in the Fiscal Year Ending 2027 Enterprise Technology Services budget, including \$100,000 under Program 125 for Managed Software Development and \$500,000 under Program 309 for Online Services.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Anja Page and Joy Chen
Reviewed by: John Chiladakis

ATTACHMENT(S):

1. Oshyn 2024.229_exe
2. Oshyn_2024.229.01_Amend_1_to_MSA_exe
3. Oshyn 2024.229 Amendment 2_exe
4. Oshyn 2024.229 Amendment 3_exe
5. Oshyn 2024.229 Amendment 4 to MSA_Approve to Form

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

MASTER SERVICES CONTRACT

CONTRACT NO. 2024.229

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 **Oshyn, Inc.** (“CONTRACTOR”) whose address is 10601 Walker Street, Suite 170, Cypress, CA 90630.
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. CONTRACTOR manages software systems and maintains and enhances web content platforms.
 - C. 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 to pay all applicable fees.
 - C. CONTRACTOR shall comply with all laws and regulations that apply to its performance under this Contract, including any requirements to disclose potential conflicts of interest under DISTRICT’s Conflict of Interest Code.
 - D. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
 - E. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
 - F. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraphs A-E above.

5. TERM – The term of this Contract is from the date of execution of the Contract to July 31, 2026, unless further extended by amendment of this Contract in writing and signed by both parties, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.

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, as set forth in section 13, below, and shall be delivered in accordance with the provisions of section 13 below. Immediately upon receipt of the notice of termination, CONTRACTOR shall cease all services under this Contract, except such services as are specified in the notice of termination. CONTRACTOR shall deliver a final invoice for all remaining services performed but not billed, including any services specified in the termination notice, on or before ten (10) business days following the termination date.
- B. Either party may terminate this Contract for breach by the other party.
- i) Failure to perform any agreement or obligation contained in this Contract or failure to complete the services in a satisfactory manner shall constitute a breach of the Contract.
 - ii) The non-breaching party may terminate the Contract by delivery of a written notice of breach. The notice of breach shall specify the date of termination, which shall be no earlier than ten (10) business days from delivery of the notice of breach. In the alternative, at its sole discretion, the non-breaching party may require the breaching party to cure the breach. The notice of breach shall specify the nature of the breach and the date by which such breach must be cured.
 - iii) If CONTRACTOR fails to perform any obligation under this Contract, DISTRICT at its sole discretion, may perform, or cause the performance, of the obligation itself. In that event, DISTRICT shall deduct the costs to perform such obligation and any other costs to cure the breach from the payment otherwise due to CONTRACTOR for work performed under this Contract. DISTRICT's performance hereunder shall not be deemed a waiver or release of any obligation of, or default by, CONTRACTOR under this Contract.
 - iv) The notice of breach shall be provided in accordance with the notice requirements set forth in section 13.
 - v) The non-breaching party reserves all rights under law and equity to enforce this Contract and recover any damages.

7. INSURANCE

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

meet this insurance requirement with personal automobile liability insurance carrying a business use endorsement or by demonstrating to the satisfaction of DISTRICT that business use is covered under the CONTRACTOR's personal automobile liability insurance. A CONTRACTOR using only rental vehicles in performing work under this Contract may meet this insurance requirement by purchasing automobile liability insurance in the required coverage amount from the rental agency.

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

8. INDEMNIFICATION

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

9. AGREEMENT TO PROVIDE SERVICES

- A. CONTRACTOR hereby agrees to provide to DISTRICT, as DISTRICT may from time to time designate, such services as DISTRICT may order by Task Order, all in accordance with and subject to the terms, covenants and conditions of this Contract. DISTRICT agrees to pay for these services ordered by DISTRICT in accordance with and subject to the terms, covenants and conditions of this Contract.
- B. All Task Orders issued by DISTRICT to CONTRACTOR for services during the term of this Contract are subject to the provisions of this Contract as though fully set forth in such Task Order. In the event that the provisions of this Contract conflict with any Task Order issued by DISTRICT to CONTRACTOR, the provisions of this Contract shall govern. No other terms and conditions, including, but not limited to, those contained in CONTRACTOR's standard printed terms and conditions, on CONTRACTOR's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Contract, any Task Order, or any transactions occurring pursuant hereto or thereto, unless this Contract shall be specifically amended to adopt such other terms and conditions in writing by the parties.

C. Notwithstanding any other provision of this Contract to the contrary, DISTRICT shall have no obligation to order or purchase any services hereunder and the placement of any Task Order shall be in the sole discretion of DISTRICT. Without limiting the generality of the foregoing, the actual quantity of services to be purchased hereunder shall be determined by DISTRICT in its sole discretion and shall not exceed \$624,000. This Contract is not exclusive. CONTRACTOR expressly acknowledges and agrees that DISTRICT may purchase at its sole discretion, services that are identical or similar to the services described in this Contract from any third party.

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

11. PRICING, INVOICES, AND PAYMENT

- A. DISTRICT shall pay CONTRACTOR for all services ordered and provided in compliance with the terms and conditions of this Contract and with Task Orders issued under this Contract.
- B. CONTRACTOR shall submit original invoices to DISTRICT in form and substance and format reasonably acceptable to DISTRICT. Each invoice, including supporting documentation, must be prepared on CONTRACTOR's letterhead; must list DISTRICT's contract number, applicable Task Order Number and Purchase Order Number, and CONTRACTOR's 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: Patricia Roman.
- C. DISTRICT's payment of invoices shall be subject to the following limitations and requirements:
 - i) Each invoice, including supporting documentation, shall include the period covered by the invoice, specify the total cost of the services for which the invoice is submitted, shall reference tasks completed, the hours associated with same, or percentage completion thereof, and the amount of charge claimed.
 - ii) DISTRICT shall not pay interest, fees, handling charges, or the cost of money on the Contract.
 - iii) DISTRICT shall pay CONTRACTOR within thirty (30) calendar days after approval by DISTRICT of an itemized invoice.
- D. 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.
- E. CONTRACTOR represents, warrants and covenants that the prices, charges and fees for services set forth in this Contract (on the whole) are at least as favorable as the prices, charges and fees CONTRACTOR charges (on the whole) to other of its customers or clients for the same or substantially similar services provided under the same or substantially similar circumstances, terms, and conditions. If CONTRACTOR agrees or contracts with other clients or customers

similarly situated during the Term of this Contract, and offers or agrees to financial terms more favorable than those set forth herein (on the whole), CONTRACTOR hereby agrees that it will reduce the prices, charges and/or fees charged to DISTRICT in respect of the services hereunder to the most favorable rates received by those other clients or customers.

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

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

CONTRACTOR: Oshyn, Inc.
10601 Walker Street, Suite 170
Cypress, CA 90630
Attn: Dan Pahomi

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

15. EMPLOYEES OF CONTRACTOR

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

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

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

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

18. PUBLICATION

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

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

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

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

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

connection with this Contract to comply with this section and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.

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

which together shall constitute the same contract. The parties may rely upon a facsimile copy or scanned copy of any party's signature as an original for all purposes.

- 29. GOVERNING LAW – Any dispute that arises under or relates to this Contract shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Contract, including mediation, shall be San Francisco, California.
- 30. ENTIRE CONTRACT AND MODIFICATION – This Contract represents the final, complete, and exclusive statement of the agreement between the parties related to CONTRACTOR providing services to DISTRICT and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Contract may only be amended by mutual agreement of the parties in writing and signed by both parties.
- 31. SURVIVAL OF TERMS – The provisions of sections 8 (Indemnification), 16 (Confidentiality), 17 (Intellectual Property Rights), and 18 (Publication) shall survive the expiration or termination of this Contract.


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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

OSHYN, INC.

Signed by:


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


 By: _____
 Diego Rebosio
 Chief Executive Officer

Date: 2/26/2025

Date: 2/24/2025

Approved as to form:

DocuSigned by:

 By: _____ 2/25/2025
 6DC7110552B5451
 Alexander G. Crockett
 General Counsel

Attachment A
General Description of Services

Pursuant to Task Orders issued under the Contract, CONTRACTOR will collaborate with DISTRICT's Agile/Scrum development teams, program staff, and external partners to design, develop, and manage software systems while maintaining and enhancing web content platforms such as the New Production System (NPS) and DISTRICT's website, BAAQMD.gov.

Key services include software design, software development, development operations, web content management, project management, system delivery, software documentation, and knowledge transfer. Deliverables may include, but are not limited to, detailed technical and user documentation, streamlined workflows, testing frameworks, deployment processes, and performance metrics, ensuring operational efficiency, accessibility, and infrastructure reliability. By integrating expertise across these domains, CONTRACTOR will align deliverables with DISTRICT's strategic goals, driving continuous improvement and high system reliability.

AMENDMENT NO. 1 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2024.229

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, March 25, 2025.

RECITALS:

1. The Bay Area Air Quality Management District (“DISTRICT”) and **Oshyn, Inc.** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract to design, develop, and manage software systems for DISTRICT and maintaining and enhancing DISTRICT web content platforms (the “Contract”), which Contract was executed on behalf of CONTRACTOR on February 24, 2025, and on behalf of DISTRICT on February 26, 2025.
2. The PARTIES seek to amend the total cost of the Contract because DISTRICT seeks additional services from CONTRACTOR, and CONTRACTOR desires to provide those services.
3. In accordance with Section 30 of the Contract, DISTRICT and CONTRACTOR amend the above-entitled Contract as follows:

TERMS AND CONDITIONS OF CONTRACT AMENDMENT:

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph C of Section 9, “Agreement to Provide Services,” of the Contract to replace “\$624,000” with “\$629,568.”
2. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

OSHYN, INC.

Signed by:
By: Philip W. Fine
Dr. Philip W. Fine
Executive Officer/APCO

By: Diego Rebosio
Diego Rebosio
Chief Executive Officer

Date: 4/7/2025

Date: 3/28/2025

Approved as to form:
General Counsel

DocuSigned by:
By: Alexander G. Crockett 4/3/2025
Alexander G. Crockett
General Counsel

AMENDMENT NO. 2 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2024.229

This amendment to the above-entitled contract (“Contract Amendment”) is dated, for reference purposes only, June 13, 2025.

RECITALS:

1. The Bay Area Air Quality Management District (“DISTRICT”) and **Oshyn, Inc.** (“CONTRACTOR”) (hereinafter referred to as the “PARTIES”) entered into the above-entitled contract to design, develop, and manage software systems for DISTRICT and maintaining and enhancing DISTRICT web content platforms (the “Contract”), which Contract was executed on behalf of CONTRACTOR on February 24, 2025, and on behalf of DISTRICT on February 26, 2025.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated March 25, 2025, for reference purposes only, to amend the total cost of the Contract.
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.
4. In accordance with Section 30 of the Contract, DISTRICT and CONTRACTOR amend the above-entitled Contract as follows:


TERMS AND CONDITIONS OF CONTRACT AMENDMENT:


1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph C of Section 9, “Agreement to Provide Services,” of the Contract to replace “\$629,568” with “\$954,568.”
2. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

OSHYN, INC.


Signed by:
By: 
88506AF9981D4C...
Dr. Philip M. Fine
Executive Officer/APCO

By: 
Diego Rebosio
Chief Executive Officer

Date: 7/14/2025

Date: 7/7/2025

Approved as to form:

DocuSigned by:
By:  7/14/2025
6DC7110552B5451...
Alexander G. Crockett
General Counsel

**AMENDMENT NO. 3 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2024.229**

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, December 2, 2025.

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **Oshyn, Inc.** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract to design, develop, and manage software systems for DISTRICT and maintaining and enhancing DISTRICT web content platforms (the "Contract"), which Contract was executed on behalf of CONTRACTOR on February 24, 2025, and on behalf of DISTRICT on February 26, 2025.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated March 25, 2025, for reference purposes only, to amend the total cost of the Contract.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated June 13, 2025, for reference purposes only, to amend the total cost of the Contract.
4. The PARTIES seek to amend the term and total cost of the Contract because DISTRICT seeks additional services from CONTRACTOR, and CONTRACTOR desires to provide those services.
5. In accordance with Section 30 of the Contract, DISTRICT and CONTRACTOR amend the above-entitled Contract as follows:


TERMS AND CONDITIONS OF CONTRACT AMENDMENT:


1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Section 5, "Term." The term of the Contract shall be extended so that the termination date of the Contract is now December 31, 2027.
2. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph C of Section 9, "Agreement to Provide Services," of the Contract to replace "\$954,568" with "\$1,154,568."
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

OSHYN, INC.


Signed by:

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


By: _____
Diego Rebosio
Chief Executive Officer

Date: 12/23/2025

Date: 12/2/2025

Approved as to form:

DocuSigned by:

By: _____
6DC7110552B5451...
Alexander G. Crockett
General Counsel

AMENDMENT NO. 4 TO
BAY AREA AIR QUALITY MANAGEMENT DISTRICT
CONTRACT NO. 2024.229

This amendment to the above-entitled contract ("Contract Amendment") is dated, for reference purposes only, May 11, 2026.

RECITALS:

1. The Bay Area Air Quality Management District ("DISTRICT") and **Oshyn, Inc.** ("CONTRACTOR") (hereinafter referred to as the "PARTIES") entered into the above-entitled contract for software systems design, develop, manage services, and web content platform enhancement services (the "Contract"), which Contract was executed on behalf of CONTRACTOR on February 24, 2025, and on behalf of DISTRICT on February 26, 2025.
2. The PARTIES entered into Amendment No. 1 to the Contract, dated March 25, 2025, for reference purposes only, to amend the total cost of the Contract.
3. The PARTIES entered into Amendment No. 2 to the Contract, dated June 13, 2025, for reference purposes only, to amend the total cost of the Contract.
4. The PARTIES entered into Amendment No. 3 to the Contract, dated December 2, 2025, for reference purposes only, to amend the term and the total cost of the Contract.
5. 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.
6. In accordance with Section 30 of the Contract, DISTRICT and CONTRACTOR amend the above-entitled Contract as follows:

TERMS AND CONDITIONS OF CONTRACT AMENDMENT:

1. By this Contract Amendment, DISTRICT and CONTRACTOR amend Paragraph C of Section 9, "Agreement to Provide Services," of the Contract to replace "\$1,154,568" with "\$1,754,568."
2. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Contract shall remain in full force and effect.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

OSHYN, INC.

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

By: _____
Diego Rebosio
Chief Executive Officer

Date: _____

Date: _____

Approved as to form:

By: _____
Alexander G. Crockett
General Counsel

DRAFT

BAY AREA AIR DISTRICT
Memorandum

To: Chairperson Juan González and Members
of the Finance and Administration Committee

From: Philip M. Fine
Executive Officer/APCO

Date: June 17, 2026

Re: Remote Teleconferencing Meeting Policy for Board and Committee Meetings

RECOMMENDED ACTION

None. Staff are not recommending any changes to the Remote Teleconferencing Meeting Policy.

BACKGROUND

Senate Bill 707 amended the Ralph M. Brown Open Meetings Act to impose additional requirements on California public agencies to expand accessibility and participation in public meetings. Air District staff prepared draft amendments to the Air District's remote teleconferencing meetings policy to implement these requirements and make other changes related to expanded public accessibility and participation. The Board of Directors adopted these proposed amendments at its June 3, 2026, meeting, but the press of other business limited the amount of time available to discuss them in detail. Board members expressed interest in having this Committee consider the recent amendments in greater depth.

DISCUSSION

The amendments to the Remote Teleconferencing Meeting Policy the Board adopted on June 3, 2026, which will become effective July 1, 2026, were designed to ensure that remote teleconferencing meetings proceed efficiently and in compliance with all Brown Act requirements. Under these amendments, remote locations will be required to post meeting agendas translated into additional languages (Spanish, Chinese, Vietnamese, and Tagalog) in addition to the English-language agenda. Remote locations are also required to offer a physical space for the public to post additional translations of Board agendas pursuant to the Senate Bill 707 changes. In addition, members seeking to host a remote meeting location are required to notify Air District staff at least 16 days in advance of the meeting, so the location can be added to the agenda before the agenda is sent for translation. Additional changes limit remote locations to places within California, and to public buildings that are freely accessible to the public (e.g., government buildings, public libraries and community centers, etc.). Effective July 1,

2026, private locations, such as hotels, convention centers, and private homes, will no longer be able to be used to host remote locations, as public access cannot always be guaranteed. To make it easier to host remote locations, the changes require only one training for Board members and their staff (instead of annually), and photos are no longer required to confirm posting of the agenda at the remote location (email confirmation is acceptable).

The Remote Teleconferencing Meeting Policy, as amended on June 3, 2026, is attached for your convenience.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Reviewed by: Alexander Crockett

ATTACHMENT(S):

- 1. Remote Teleconferencing Meeting Policy - As Amended June 3 2026
- 2. Remote Teleconferencing Meeting Policy Presentation

Bay Area Air District

Remote Teleconferencing Meeting Policy

This Remote Teleconferencing Meeting Policy is established by the Board of Directors of the Bay Area Air District to provide meeting flexibility for members and the public while also reducing transportation related emissions and greenhouse gases.

This Policy affirms the rules by which Air District Remote Teleconferencing locations can be used by the Board of Directors and Board committees to ensure they fulfill Ralph M. Brown Act requirements and conform to requirements adopted by the Board of Directors.

Any member of the Board of Directors who wishes to host a remote teleconferencing location for a Board or committee meeting must comply with the following requirements:

1. Board members and their staff are required to receive mandatory training with the Air District Executive Office prior to hosting a remote teleconferencing meeting.
2. Board members are required to designate at least one staff member as an on-site point of contact for each meeting with the ability to connect on Wi-Fi, access the Zoom platform, re-establish a connection via speakerphone if Wi-Fi goes out, and provide technical assistance to attendees.
3. At least 72 hours prior to the start of the meeting (or other relevant Brown Act deadline in the case of a special meeting or emergency meeting), Board members or their staff are required to:
 - a. Post the meeting agenda (including the English version and all translated versions provided by Air District staff) in a publicly accessible location that is open to the public 24 hours a day in accordance with Brown Act requirements;
 - b. Make available a physical location that is freely accessible to the public in reasonable proximity to the physical location in which the agenda and translations are posted under subparagraph 3.a. above, and allow members of the public to post additional translations of the agenda in that location;
 - c. Email confirmation of posting by the Brown Act deadline to the Manager of the Executive Office; and
 - d. Maintain the posting of the agendas continually until the conclusion of the meeting.

4. If the posting of the agenda at a remote teleconferencing location does not meet the 72-hour notice requirement, Board members may not participate in the meeting from that location, but the location must still be open to the public in accordance with all other provisions of this Policy.
5. Each remote meeting location must be open to the public throughout the entirety of the meeting (including during closed session, if any) and must comply with all ADA accessibility requirements. It is strongly recommended that remote teleconferencing locations be opened to the public 30 minutes before the scheduled start of the meeting but, at a minimum, the location must be opened no less than 10 minutes before the scheduled start of the meeting.
6. If a Board member agrees to serve as a remote teleconferencing location host, and must leave the meeting prior to adjournment, the location must remain open and available to the public for the remainder of the meeting. A location that cannot remain open for the duration of the meeting cannot be used as a remote location.
7. Board members must submit requests to host a remote teleconferencing location by email to the Manager of the Executive Office, with a copy to the Executive Officer/APCO, a minimum of 16 days prior to the meeting.
8. To cancel a request to host a remote teleconferencing location, Board members must notify the Manager of the Executive Office by email, with a copy to the Executive Officer/APCO, a minimum of 8 days prior to the meeting to ensure that the location is removed from the agenda before it is circulated and made available to the public. If the cancellation is not timely and the published agenda includes the location, the location must be open to the public in accordance with all other provisions of this Policy, even if the Board member who originally requested the location will not be present at that location.
9. Remote teleconferencing locations must be within California, and must be in a public building that is freely accessible to the public. Locations that are not in public buildings and/or that are not freely accessible to the public, such as hotels and convention centers, may not be used as remote conferencing locations.
10. The only location that can be used for regular Board or committee meetings in San Francisco is the Air District's Beale Street location.
11. Security shall be provided at remote teleconferencing locations in a manner consistent with existing security policies at those locations. In the event that special circumstances may arise requiring additional security, Board members requesting to host remote teleconferencing locations and/or staff at those

locations will confer with the Chair and Vice Chair and Air District staff about any special arrangements that may be required to facilitate an effective meeting.

12. Board members must sign a written agreement committing to complying with all requirements established by the Board of Directors in this Remote Teleconferencing Meeting Policy.

This policy applies only to remote teleconferencing from noticed locations under Brown Act section 54953(b). It does not apply to any members participating in a meeting remotely under the "just cause" exception or other similar provisions authorizing participation from non-noticed locations under Brown Act sections 54953.8 *et seq.*

This policy may be reviewed by the Finance and Administration Committee periodically including the addition of procedures to address violations of the policy. The Committee may make recommendations to the Board of Directors to update or revise this policy as necessary to ensure the work of the Air District continues and statutory deadlines are met.



Remote Teleconferencing Meeting Policy for Board and Committee Meetings

Finance and Administration Committee

June 17, 2026

Alexander Crockett, General Counsel

Amendments to Remote Teleconferencing Meeting Policy

Effective July 1, 2026:

- Requires remote locations to post all translated agendas, and provide space for public to post additional translations
- Requests to host remote locations must be made 16 days before meeting
 - Need additional time for translations
 - Cancellations must be made 8 days before meeting
- Remote locations must be in publicly accessible areas in public buildings
- Remote meetings must be within California
- Only one training required for remote location hosts (not annual)
- Photos of agenda postings not required – email confirmation only

Questions & Discussion

For more information:

Alexander Crockett | General Counsel | acrockett@baaqmd.gov

BAY AREA AIR DISTRICT
Memorandum

To: Chairperson Juan González and Members
of the Finance and Administration Committee

From: Philip M. Fine
Executive Officer/APCO

Date: June 17, 2026

Re: Air District Facilities Portfolio Assessment and Real Estate Strategy

RECOMMENDED ACTION

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

BACKGROUND

The Air District manages a diverse, geographically distributed real estate portfolio spanning nearly 60 locations that support headquarters functions, field operations, air quality monitoring, technical infrastructure, and public service delivery. These owned, leased, and licensed assets collectively form the physical infrastructure that enables the Air District to carry out its mission.

The portfolio includes headquarters and administrative offices, satellite field offices, monitoring stations, and specialized operational facilities, such as storage sites and a garage. Each asset category serves a distinct function and has unique requirements for investment, management, and long-term planning.

Historically, facility management has been fragmented, with assets managed either as part of discrete networks (e.g., fenceline or regional monitoring sites) or on a site-by-site basis (e.g., offices). As the portfolio has grown in size and complexity, this approach has made it increasingly difficult to assess performance, coordinate planning, and prioritize investments across the portfolio.

Rising lifecycle costs—including leases, utilities, maintenance, repairs, capital investments, and associated staffing—have further underscored the need for a more integrated and comprehensive approach.

To address these challenges, staff are initiating a portfolio-wide assessment to support the development of a unified real estate strategy. This effort will establish a consistent framework for evaluating assets, improve transparency into costs and utilization, and strengthen long-term planning. The resulting strategy will enable more strategic, data-driven decision-making and better align the Air District's real estate footprint with its operational priorities and future needs.

DISCUSSION

The Air District's effort to develop a comprehensive Real Estate Strategy aligns with the 2024–2029 Strategic Plan, particularly Goal 4: Be Effective, Accountable, and Customer-Oriented. This initiative also supports broader agency priorities related to operational excellence, fiscal stewardship, workforce effectiveness, equity and accessibility, and sustainability.

At its core, this effort takes a holistic, portfolio-wide approach, evaluating all facilities within a consistent framework to ensure the system of assets functions effectively as a whole. The assessment will consider alignment with operational needs, cost structure and market position, space utilization, physical condition and functionality, equity and accessibility, and sustainability and lifecycle impacts.

This comprehensive evaluation will incorporate site visits, stakeholder engagement, and analysis of operational, financial, and lease data, with targeted support from external experts as needed. Where appropriate, the Air District will also evaluate opportunities for alternative or replacement of sites and the consolidation or co-location of activities. These options will be developed in close collaboration with facility users to ensure that future facilities are functional, efficient, and responsive to evolving operational needs.

Within this broader portfolio context, facilities will also be assessed based on their specific roles and functions. Office-based and field office locations will be evaluated for space utilization, operational effectiveness, cost efficiency, and alignment with current and anticipated programmatic needs. This includes a focus on improving utilization, increasing flexibility and consistency across sites, and addressing aging infrastructure, office equipment, and deferred maintenance. Monitoring stations, which are core mission assets supporting regulatory compliance, public health protection, and air quality data collection, will be evaluated with a focus on maintaining reliability while identifying needs and opportunities for adaptability.

Owned facilities, such as the San Francisco Headquarters at Beale Street will be evaluated for its effectiveness in supporting administrative operations, staff workspace, and public-facing functions. Richmond Headquarters East will be assessed based on its physical condition, utilization, and role within the broader facility network.

To support a comprehensive and coordinated evaluation, the assessment will be carried out using an overlapping, phased approach, developed in close coordination with key stakeholders from divisions that operate and support these facilities, including Compliance and Enforcement, Measurement & Meteorology, and Source Test.

Phase 1 will establish a comprehensive facility inventory and baseline assessment of current conditions across the portfolio. This phase will begin with key facilities—including but not limited to the San Francisco Headquarters, Richmond Headquarters East, and Richmond Parkway—and will then expand to include all remaining sites.

Phase 2 will build on this foundation by analyzing the data gathered in Phase 1 and developing a range of potential options. This work will initially focus on key facilities before expanding to the broader portfolio, ensuring that decisions are informed by both site-specific needs and system-wide considerations.

Phase 3 will advance recommended strategies and supporting decision-making tools, with updates aligned to budget cycles, lease/license milestones, and capital planning efforts to enable implementation over time.

Initial assessment work for Headquarters East has begun, with completion anticipated by the end of 2026. This will be followed by the evaluation and development of recommended options for major facilities, such as Richmond Parkway, Hollis Street, and additional locations, with completion anticipated in 2027. The assessment and evaluation of the remaining facilities, along with a fully integrated, portfolio-wide strategy, are targeted for completion in 2028.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The costs associated with the facilities portfolio assessment—including staff resources, consultant support, and related analyses—are included in the Fiscal Year Ending 2027 budget under Programs 702 and 707.

Recommendations resulting from this effort that can be addressed within existing operational budgets will be implemented through normal administrative processes. Any recommendations requiring funding beyond routine operating costs—such as major capital investments, significant lease actions, or substantial facility improvements—will be brought to the Board of Directors for consideration, consistent with established budget and capital planning processes.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Karen Schkolnick, Erica Flahan, Raymond Wang
Reviewed by: Hyacinth Hinojosa

ATTACHMENT(S):

1. Facilities Portfolio Overview 2026 Presentation



Facilities Portfolio Assessment & Real Estate Strategy

Finance and Administration Committee

June 17, 2026

Karen Schkolnick
Director
Administrative Resources

Facilities Assessment & Real Estate Strategy

- Currently, Air District facilities assets are managed either as part of discrete networks (e.g., fenceline or regional monitoring sites) or on a site-by-site basis (e.g., offices)
- Over time, this approach has made it difficult to assess performance, coordinate planning, and prioritize investments across the portfolio
- Rising lifecycle costs—including leases, utilities, maintenance, repairs, capital investments, and associated staffing—further underscore the need for a more integrated and comprehensive approach
- To address these challenges, staff have initiated a portfolio-wide assessment to support the development of a unified real estate strategy

Consistent Framework Across the Portfolio

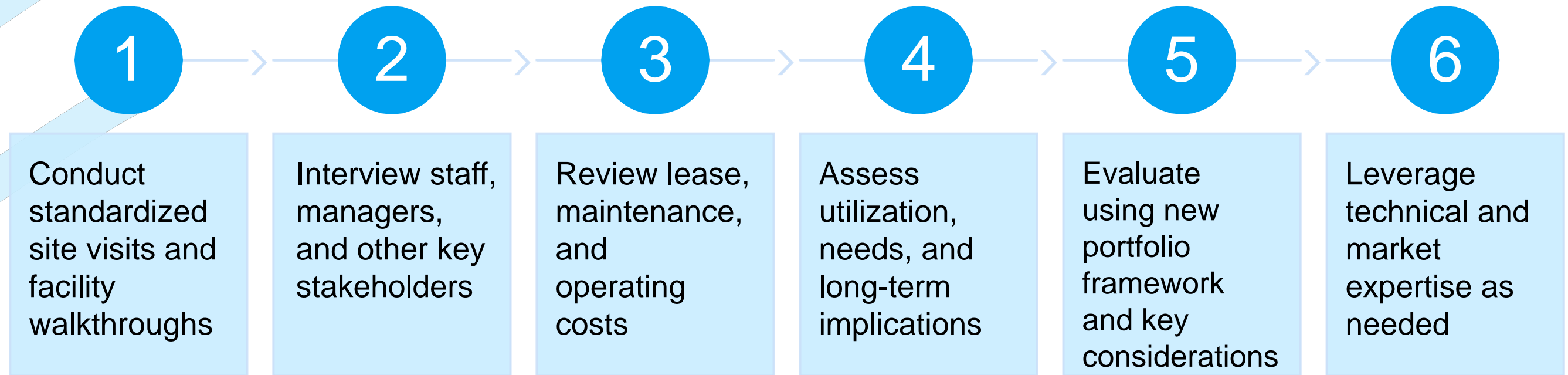
- Operational and program alignment
- Cost structure and market position
- Space utilization and flexibility
- Physical condition, building systems, and functionality
- Accessibility, equity, sustainability, and lifecycle impacts

Portfolio Approach and Strategic Plan Alignment

- **Operational Effectiveness**
Support coordinated agency operations
- **Workforce Support**
Provide safe, functional, and adaptable workplaces
- **Stewardship & Transparency**
Improve visibility into costs, utilization, and planning
- **Long-Term Planning**
Support sustainability, accessibility, and future decision-making

Assessment Process

Applying a Consistent Framework Approach

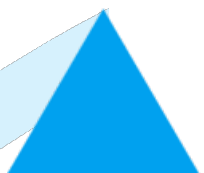


Portfolio Overview



HEADQUARTERS (3)

Governance, administration, and public serving



REGIONAL OPERATIONS & OFFICES (15*)

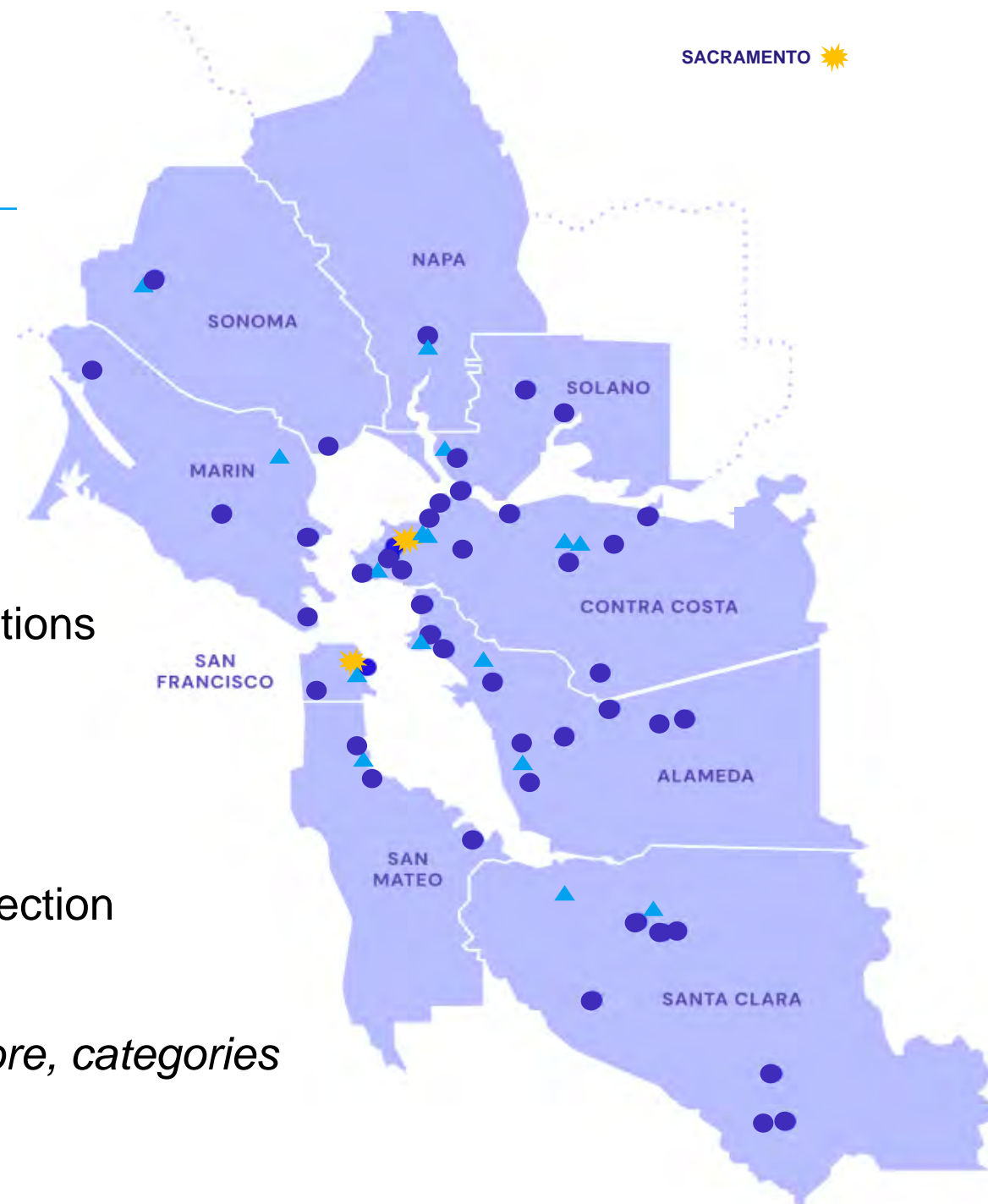
Locations that support field staff and satellite operations



AIR MONITORING SITES & TECHNICAL INFRASTRUCTURE (46*)

Monitoring, meteorology, compliance, and data collection

** Each location may support multiple operational functions; therefore, categories overlap and totals are not additive*



Headquarters SF and East Bay — Snapshot



**San Francisco (SF)
Headquarters**
*375 Beale Street,
San Francisco*

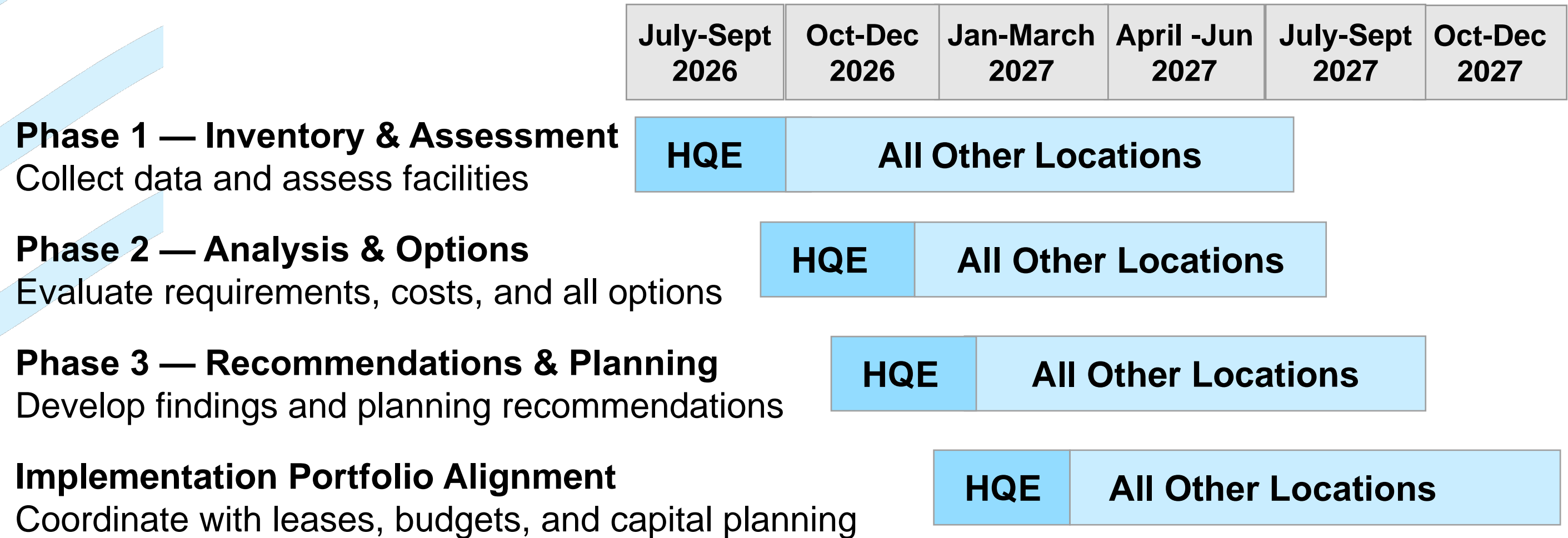
- ~88,000 sq ft owned
- Supports agency leadership, administration, and public-facing functions
- Acquired in 2011 with expansion space added in 2018
- Over \$34 million invested in property acquisition



Headquarters East (HQE)
*4114 Lakeside Drive,
Richmond*

- Owned with approximately ~7,300 sq ft occupied
- HQE supports East Bay operations and community engagement
- Acquired in 2018 with potential for future build-out
- Approximately \$8.7 million invested in acquisition, plus facility improvements to support occupancy and operations

Timeline



Phased approach supports assessment, analysis, recommendations, and future planning alignment

Outcomes & Benefits



Early Wins

- **Created portfolio inventory and assessment tools** for consistent evaluation
- **Cost savings**, through improved lease terms
- **Landlord-funded upgrades** improving facility quality and performance
- **Enhanced facility condition insights**, enabling proactive maintenance (e.g., roof repairs)
- **Stakeholder coordination** advancing new monitoring sites and identifying relocation or consolidation opportunities

Conclusion

- Facilities planning is mission-support planning
- The assessment shifts decision making from fragmented site-level actions to a coordinated portfolio approach
- The process is intended to improve transparency, stewardship, and readiness for future decisions
- Air District staff will return with recommendations on future investments and major facility actions for Board consideration, aligned with budget and capital planning processes

Questions & Discussion

For more information:

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