

Wildfire Preparedness Program

Agreement between

Bay Area Air Quality Management District

and

San Mateo County Department of Emergency

Management

Contract No. 2021.159

I. Parties

The parties to this Agreement (“Agreement”) are the Bay Area Air Quality Management District (“Air District”) whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and the **San Mateo County Department of Emergency Management** (“County DEM”) whose address is 501 Winslow Street, Redwood City, CA 94063.

II. Purpose

California experienced some of the deadliest and most destructive wildfires in its history over the last several years. Studies show that climate change is not only causing higher temperatures and longer dry periods, but also lengthening the wildfire season and increasing the risk of wildfires throughout the state. The Air District’s Wildfire Air Quality Response Program (WAQRP) is a comprehensive program intended to prepare for and respond to catastrophic wildfires and ensure health-protective measures and strategies are in place. Through this program, the Air District will purchase and provide heavy-duty portable air filtration units for regional emergency management authorities throughout the San Francisco Bay Area to help communities prepare for wildfire smoke that have the potential to impact air quality in entire regions for consecutive days.

This Agreement establishes a partnership between the Air District and the County DEM to join resources to protect public health and improve indoor air quality in communities most vulnerable to wildfire smoke. This Agreement provides a broad framework for cooperation between the Air District and the County DEM to store and deploy air filtration units to sheltering and evacuation centers and congregate facilities beginning in the 2021 wildfire season.

III. Term and Termination

The term of this Agreement is from August 1, 2021 until July 31, 2024, unless further extended by amendment of this Agreement in writing, or terminated earlier. The parties may terminate this Agreement by mutual consent in writing.

IV. Air District Responsibilities

1. Purchase and provide the County DEM with air filtration units with a total monetary value of approximately \$100,000, for use during wildfire smoke events.
2. Solicit bulk pricing for air filtration units via a request for quotation (RFQ) and purchase units.
3. Provide for delivery of air filtration units to address specified by the County DEM.

4. Designate an Air District liaison in **Attachment A** (Organization Contact Information) to facilitate communications with designated County DEM liaison.

V. County DEM Responsibilities

1. Designate a County DEM liaison and provide that liaison's contact information in **Attachment A**. The liaison is responsible for notifying the Air District at wildfireprogram@baaqmd.gov when air filtration units are deployed during wildfires and for submitting semi-annual reporting to the Air District as outlined in this Agreement.
2. Take ownership of air filtration units.
3. Safely store air filtration units.
4. Maintain inventory and asset-tag all air filtration units.
5. Train County staff on how to operate and maintain air filtration units per manufacturer specifications and conduct such maintenance pursuant to manufacturer specifications. County DEM shall be responsible for maintenance costs.
6. Deploy air filtration units to sheltering and evacuation centers during wildfires and/or other indoor congregate facilities that are impacted by wildfire smoke and within the County's jurisdiction. Congregate facilities may include but are not limited to schools, libraries, community centers, and assisted living facilities.
7. Air filtration units may be deployed for mutual aid to other counties within the nine Bay Area counties (San Francisco, San Mateo, Alameda, Santa Clara, Contra Costa, Solano, Sonoma, Marin, Napa). County DEM must track the air filtration units and report the deployment as part of the annual reporting requirements to the Air District. All units shall be returned for safe storage to County DEM.
8. Provide semi-annual reports to the Air District at wildfireprogram@baaqmd.gov using **Attachment B** (Reporting Form). Semi-annual reports must be received by the Air District by January 15th (for reporting period from July 1st to December 31st) and July 15th (for reporting period from January 1st to June 30th) of each year, and include the following information for each deployment:
 - a. Name of wildfire
 - b. Facility name and address of the evacuation center/sheltering facility/congregate facility where air filtration unit(s) were deployed
 - c. Date of air filtration unit deployment
 - d. Number of air filtration unit(s) deployed
 - e. Number of days the air filtration unit(s) were deployed
 - f. Indicate whether the evacuation center/sheltering facility/congregate facility had an existing heating, ventilation and air conditioning (HVAC) system and whether the air filtration unit(s) operated in conjunction with existing HVAC

- g. Size and dimensions of each facility space where air filtration units were used
- h. Report feedback on the operations and maintenance of the air filtration units, including recommendations for their improved use
- i. Other wildfire tracking information, if known

VI. Acknowledgements

1. The County DEM shall acknowledge Air District support each time the activities funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material. The acknowledgement of Air District support must state "Funded by a Grant from the Bay Area Air Quality Management District." Initials or abbreviations for Air District shall not be used.

VII. Assignment

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

VIII. Indemnification

Each party agrees to indemnify, defend and hold harmless the other party and its directors, officers, members, employees, agents and contractors from and against any and all claims, losses, damages, costs, expenses or other liability resulting directly or indirectly from any intentional, grossly negligent or negligent act or failure to act by the indemnifying party's directors, officers, members, employees, agents or contractors in connection with this Agreement.

IX. Entire Agreement and Modification

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

X. Miscellaneous

Neither party to this Agreement has the authority to act on behalf of the other party or bind the other party to any obligation. The parties to this Agreement agree to make reasonable attempts to resolve between them any dispute regarding this Agreement before seeking to enforce the Agreement in any court of law or dispute resolution forum. The sole remedy for non-performance under this Agreement shall be termination, with no damages or penalty.

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

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

SAN MATEO COUNTY
DEPARTMENT OF EMERGENCY MANAGEMENT

By: _____
Jack P. Broadbent
Executive Officer/APCO

By: _____

Date: _____

Date: _____

Approved as to form:
District Counsel

By: _____
Adan Schwartz
Acting District Counsel

ATTACHMENT A – Organization Contact Information

Primary Points of Contact

The primary points of contact in each organization will be responsible for the implementation of the Agreement in their respective organizations, coordinating activities between organizations, and responding to questions regarding this Agreement. In the event that the primary point of contact is no longer able to serve, a new contact will be designated and the other organization informed of the change.

NOTE: When any attachment is updated, the revised attachment is inserted in the Agreement. The Agreement **does not** need to be signed again.

County Office of Emergency Services		Bay Area Air Quality Management District	
Contact Name		Contact Name	Geraldina Grunbaum
Title		Title	Senior Air Quality Specialist
Office Phone		Office Phone	415-749-4956
Mobile		Mobile	415-930-1794
e-mail		e-mail	Wildfireprogram@baaqmd.gov

County DEM Semi-Annual Reporting Form

Semi-annual reports - Due January 15 (for reporting period from July 1 to December 31) and July 15 (for reporting period from January 1 to June 30) - Return to wildfireprogram@baaqmd.gov

Report date:

Report submitted by: *Name and email address*

Name of Wildfire	Facility Name	Facility Address	Date Deployed	Number of Units Deployed	Number of Days the Units were Deployed	Does the facility have an existing HVAC system?	Did the filter unit operate in conjunction with existing HVAC?	Dimensions of Facility Space (L x W)	Ceiling Height (if available)	Other Notes	For facilities associated with National Shelter System, provide NSS #, if known
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	<i>Ex: Sonoma County</i>	<i>Ex: 1350 Bennett Valley Rd, Santa Rosa, CA, 95404</i>	<i>Ex: 9/16/20</i>	<i>Ex: 2 x Amaircare Airwash MultiPro units</i>	<i>Ex: 3 days</i>	<i>Ex: Yes</i>	<i>Ex: Yes</i>	<i>Ex: 100 ft x 100 ft</i>	<i>Ex: 10 ft (Note if estimated)</i>	<i>Feedback on the operations and maintenance of the units</i>	<i>Ex: 169669</i>
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